



City Council Agenda

City of Campbell, 70 North First Street, Campbell, California

CITY COUNCIL EXECUTIVE SESSION

Tuesday, June 7, 2016 – 7:00 p.m.

Ralph Doetsch Conference Room - 70 N. First Street

- A. Personnel - Pursuant to G.C. Section 54957: Public Employee Performance Evaluation – City Manager
- B. Litigation
- C. Real Property
- D. Labor Negotiations

REGULAR MEETING OF THE CAMPBELL CITY COUNCIL/CAMPBELL INDUSTRIAL DEVELOPMENT AUTHORITY

Tuesday, June 7, 2016 – 7:30 p.m.
Council Chamber – 70 N. First Street

CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE

Pledge: Scott Johnson

SPECIAL PRESENTATIONS AND PROCLAMATIONS

1. **Presentation by the Youth Commission regarding 2015-2016 Work Plan Accomplishments**
Recommended Action: Accept the presentation.

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 Study Session of May 17, 2016**
Recommended Action: Approve the study session minutes.
3. **Minutes of Regular Meeting of May 17, 2016**
Recommended Action: Approve the regular meeting minutes.
4. **Approving Bills and Claims**
Recommended Action: Approve the bills and claims in the amount of \$2,354,735.02.
5. **Monthly Investment Report – April, 2016**
Recommended Action: Note and file the monthly investment report for April, 2016.
6. **Authorize the City Manager to execute the Master Agreement with the County of Santa Clara to provide a Senior Nutrition Program for FY 16-17 (Resolution/Roll Call Vote)**
Recommended Action: Adopt a resolution authorizing the City Manager to execute the Master Agreement with the County of Santa Clara to provide a Senior Nutrition Program for FY16-17.
7. **Authorize the City Manager to execute to execute the Agreement with Tastee Inc. DBA “Little Chief Asian Kitchen” to provide catered meals for the Senior Nutrition program for FY 16-17. (Resolution/Roll Call Vote)**
Recommended Action: Adopt a resolution authorizing the City Manager to execute the Agreement with Tastee Inc DBA “little Chef Asian Kitchen” to provide catered meals for the Senior Nutrition Program during FY 16-17.
8. **Resolution Authorizing the City Manager to Execute an Agreement Amending the Terms Under which Campbell Police Officers are Authorized to Work as Reserve Officers for the City of Santa Clara at Levi’s Stadium (Resolution/Roll Call Vote)**
Recommended Action: Adopt a resolution authorizing the City Manager to execute an agreement substantially conforming to the attached amendment regarding the terms under which Campbell Police Officers serve as Officers for the City of Santa at Clara at Levi’s Stadium.
9. **Accept the Resignation of Scott Johnson from the Parks and Recreation Commission**

Recommended Action: Accept the resignation of Scott Johnson from the Parks and Recreation Commission, and direct the City Clerk to prepare the appropriate recognition of service and advertise the vacancy.

10. **Preliminary Approval of Engineer's Report and Adoption of Resolution of Intention, Lighting and Landscaping District LLA-1, Fiscal Year 2016-17 and Set the Time and Place for a Public Hearing (Resolutions/Roll Call Vote)**

Recommended Action: Adopt resolutions preliminarily approving the Engineer's Report for the annual levy and collection of assessments for the City of Campbell Lighting and Landscaping District LLA-1 for Fiscal Year (FY) 2016-17; and declaring Council's intention to levy and collect assessments within the City of Campbell Lighting and Landscaping District LLA-1 for FY 2016-17 and setting forth the time and place for required Public Hearing.

11. **Campbell Water Tower Lighting Policy (Resolution/Roll Call Vote)**

Recommended Action: Adopt a resolution approving the policy on lighting the Campbell Water Tower.

PUBLIC HEARINGS AND INTRODUCTION OF ORDINANCES

12. **Public Hearing to consider the application of Mike Paydar for a Planned Development Permit (PLN2015-305) for the approval of site configuration, architectural design, and to create lots which do not have frontage on a public street, Tentative Subdivision Map (PLN2015-306) to create five single family lots and one commonly owned lot, Zoning Map Amendment (PLN2015-307) to change the zoning from R-M (Multiple-Family Residential) to P-D (Planned Development), Parking Modification Permit (PLN2016-068) to allow uncovered parking in lieu of covered and Tree Removal Permit (PLN2015-310) to allow removal of protected trees on property located at 180 Redding Road. Staff is recommending that a Mitigated Negative Declaration (PLN2015-308) be adopted for this project.**

Recommended Action: Adopt a resolution, incorporating findings, recommending that the City Council adopt a Mitigated Negative Declaration (PLN2015-308); a resolution incorporating findings, recommending that the City Council approve a Zoning Map Amendment (PLN 2015-307) to change the Zoning district designation from R-M (Multiple-Family Residential) to P-D (Planned Development); a resolution, incorporating findings, recommending that the City Council approve a Tentative Subdivision Map (PLN2015-306) to create five single family lot and one commonly owned lot, subject to the Conditions of Approval; a resolution, incorporating findings, recommending that the City Council approve a Planned Development Permit (PLN2015-305) for site configuration resulting in the development of five units, architectural design, and creation of lots which do not have frontage on a public street, subject to Conditions of Approval; a resolution, incorporating findings, recommending that the City Council approve a Parking Modification Permit (PLN2016-068) to allow uncovered parking in lieu of covered, subject to Conditions of Approval; and a resolution, incorporating findings, recommending that the City Council approve Tree Removal Permit 9PLN2015-310) to allow for the removal of protected trees, subject to Conditional of Approval.

13. **City-initiated Text Amendment to Campbell Municipal Code to Include Vaping as a Form of Smoking (Introduction of Ordinance/Roll Call Vote)**
Recommended Action: Take first reading and introduce an ordinance approving a city-initiated text amendment to the Campbell Municipal of Section 6.11.110 to include vaping as a form of smoking.
14. **City Council Compensation Adjustment (Introduction of Ordinance/Roll Call Vote)**
Recommended Action: Provide direction of Council compensation for 2017 and introduce an ordinance should that be Council's direction.
15. **Introduction of FY 17 Operating and Capital Budget**
Recommended Action: Review the proposed fiscal year 2016-17 (FY 17) operating & capital budget as presented; provide direction to staff to proceed with finalizing the budget; and establish June 21, 2016 as the date for a public hearing and adoption of the FY 17 Operating and Capital Budget, as well as the Gann Spending Limit.

NEW BUSINESS

16. **A Resolution of the City of Campbell Adopting Disclosure Policies and Procedures Related to the Issuance of Municipal Securities (Resolution/Roll Call Vote)**
Recommended Action: Adopt a resolution approving the Disclosure Policies and Procedures related to issuance of municipal securities to ensure compliance with disclosure obligations of the City under federal securities law.
17. **Adoption of Resolution to establish the new "Campbell Joint Public Finance Authority" and authorize execution of a related Joint Powers Agreement (Resolution/Roll Call Vote)**
Recommended Action: The City Council as the legislative body of the Campbell Industrial Development Authority and the City of Campbell adopt a resolution authorizing the execution of a Joint Exercise of Powers Agreement establishing the Campbell Joint Public Finance Authority.
18. **Approval of the Resolution of the Board of Directors of the Campbell Joint Public Finance Authority authorizing the issuance and sale of refunding lease revenue bonds to refinance certain outstanding 1997 Certificates of Participation and 2002 Certificate of Participation and approving related documents and official actions (resolution/Roll Call Vote)**
Recommended Action: Adopt a resolution authorizing the issuance and sale of lease revenue bonds to refinance certain outstanding certificates of participation and approving related documents and actions.
19. **Resolution of the City Council of the City of Campbell Approving Documents and Actions Relating to the Refinancing of 1997 certificates of participation and 2002 certificates of Participation (Resolution/Roll Call Vote)**

Recommended Action: Adopt a Resolution approving bond documents in connection with the proposed issuance of bonds to refund the City's 1997 and 2002 certificates of participation.

20. **Adoption of a Resolution to approve selection of the BMR Administrator and Authorization for the City Manager to Award and Execute the Contract with HouseKeys (Resolution/Roll Call Vote)**

Recommended Action: Adopt a resolution approving the selection of Nyanda & Associate, LLC, a California Limited Liability Company dba HouseKeys to administer the City's Below Market Rate Program; approve HouseKeys Scope of Work and Budget; and authorize the City Manager to enter into a Professional Service Agreement with Nyanda & Associates, LLC, a California Limited Liability Company dba HouseKeys.

21. **Public Art Policy (Resolution/Roll Call Vote)**

Recommended Action: Adopt a resolution to establish a Council policy on public art.

COUNCIL COMMITTEE REPORTS

22. **City Councilmember Reports/Updates on Committee Assignments**

Recommended Action: Report on committee assignments and general comments.

ADJOURN

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
Meeting Date: June 7, 2016

TITLE: Presentation by the Youth Commissioners regarding 2015-2016 Work Plan Accomplishments

DISCUSSION

The Campbell Youth Commission was reinstated for the 2015-2016 school year with 13 active Commissioners. These Commissioners developed a work plan that connected local partners and engaged youth in the Campbell community. The Youth Commission will be presenting the highlights from their 2015-2016 Work Plan.

Prepared by: *Natasha Bissell*
Natasha Bissell, Recreation Services Manager

Reviewed by: *Regina Maurantonio*
Regina Maurantonio, Recreation & Community Services Director

Approved by: *Mark Linder*
Mark Linder, City Manager

CITY COUNCIL MINUTES

City of Campbell, 70 North First Street, Campbell, California



CAMPBELL CITY COUNCIL STUDY SESSION

Tuesday, May 17, 2016 – 6:45 p.m.
Council Chamber – 70 N. First Street

This Study Session 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.

NOTE: No action may be taken on a matter under Study Session other than direction to staff to further review or prepare a report. Any proposed action regarding items on a Study Session must be agendized for a future Regular or Special City Council meeting.

The City Council of the City of Campbell convened this day in the Council Chambers of City Hall, 70 N. First Street, Campbell, California, to discuss the Economic Development Division accomplishments.

CALL TO ORDER, ROLL CALL

Present: Councilmembers: Kotowski, Resnikoff, Cristina, Gibbons, Baker

Absent: Councilmembers: None

Staff Present: Mark Linder, City Manager; Bill Seligmann, City Attorney; Wendy Wood, City Clerk; Paul Kermoyan, Community Development Director; Nicole Brown, Economic Development Intern/Coordinator; Francine Principe, Economic Development Project Manager.

NEW BUSINESS

1. **Economic Development Division Accomplishments**

Recommended Action: Conduct Study Session and provide direction to staff.

Community Development Director Kermoyan gave a brief introduction and background of the Economic Development Division.

Economic Development Intern/Coordinator Brown presented staff report dated May 17, 2016.

Councilmembers listened to the presentation, provided comments and suggestions for the Economic Development webpage and suggested that staff prepare a metric for future analysis of the program.

PUBLIC COMMENT

Jo-Anne Fairbanks, Campbell resident, commented on the webpage, suggested a link to the General Plan update and Housing, and include a description of the City.

ADJOURN

Mayor Baker adjourned the meeting at 7:26 p.m.

APPROVED:

ATTEST:

Jason T. Baker, Mayor

Wendy Wood, City Clerk

CITY COUNCIL MINUTES

City of Campbell, 70 North First Street, Campbell, California



REGULAR MEETING OF THE CAMPBELL CITY COUNCIL

Tuesday, May 17, 2016 – 7:30 p.m.
Council Chamber – 70 N. First Street

This Study Session 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, ROLL CALL, PLEDGE OF ALLEGIANCE

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

Roll Call:

Present: Councilmembers: Kotowski, Resnikoff, Cristina, Gibbons, Baker

Absent: Councilmembers: None

Pledge: Chris Kimma and Charlotte Andreen

Police Officer Chris Kimma and Code Enforcement Officer Charlotte Andreen led the Pledge of Allegiance. Mayor Baker thanked them and presented them with certificates of appreciation for leading the pledge.

SPECIAL PRESENTATIONS AND PROCLAMATIONS

1. **Recognition of Officer Chris Kimma and Code Enforcement Officer Charlotte Andreen for Life Saving Efforts**

Recommended Action: Recognize Police Officer Chris Kimma and Code Enforcement Officer Charlotte Andreen for their life saving efforts.

Mayor Baker and Chief Carmichael commented on the incident, presented proclamations to Chris and Charlotte and thanked them for their efforts.

2. **Proclamation Recognizing May 13 – 20 as Santa Clara County Affordable Housing Week**

Recommended Action: Present proclamation.

Mayor Baker presented the proclamation to representatives from SV@home, Pilar Lorenzana-Campo and Gina Lee.

COMMUNICATIONS AND PETITIONS

There were no communications and petitions.

ORAL REQUESTS

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Faisal Mohamed, stated concerns about the proposed traffic signal at Harriet Avenue and McCoy Avenue and would like to see alternative solutions.

COUNCIL ANNOUNCEMENTS

This Saturday, May 21 and Sunday, May 22, the Campbell Chamber of Commerce will hold its annual "Boogie on the Avenue" festival in the Downtown. Enjoy over 200 arts & crafts booths, live entertainment, international cuisine, beer, wine, and Kiddie Korner. Admission is free. Festival hours are 10:00 a.m. to 6:00 p.m. on Saturday and Sunday. For more information, please visit www.downtowncampbell.com.

On Monday, May 23, at 7:00 p.m., the Valley Transportation Authority will hold a public meeting for Envision Silicon Valley, at the Campbell Community Center in the Roosevelt Redwood Room. Envision Silicon Valley was launched by VTA to engage community leaders and county residents in a dynamic visioning process to discuss current and future transportation needs, identify solutions and craft funding priorities. For more information, please visit www.envisionsv.org.

On Tuesday, May 24, from 7:00 p.m. to 8:30 p.m., join Master Gardener Rebecca Schoenenberger at the Campbell Library to learn how to control pests and diseases in the garden in an environmentally sensitive way. There will be discussion on cultural practices that discourage pests, how to deal with pest population explosions, how to encourage beneficial insects, and appropriate control measures that will have little or no effect on the environment. For more information, please visit the library's website at www.sccl.org.

On Monday, May 30, rain or shine, the Campbell Veterans Memorial Foundation invites everyone to their Memorial Day celebration at 9 a.m. at the Orchard City Green. The program includes a performance by Del Mar High School band and a wreath ceremony. For more information, please email Jim Free at jamesf733@yahoo.com.

On Friday, June 10, Opera San Jose General Director Larry Hancock will return to the Ainsley House when he will discuss the upcoming 2016-17 season. Joining Mr. Hancock will be a soprano and pianist to perform for guests. History Happy Hour events begin at 5:30 p.m. with the main program at 6:00 p.m. To register for either event, call 408-866-2104. For more information, contact Kerry Perkins at 408-866-2718.

Santa Clara County Registrar of Voters needs your help! They are actively recruiting election officers to work on Election Day and need 600 more workers countywide to volunteer, particularly from the Campbell, Saratoga and Cambrian areas. Both monolingual and bilingual election officers are needed, and will earn up to \$200 for working on Election Day.

If you are a U.S. citizen over 18 years old and a registered voter; or a legal permanent resident or a high school student, age 16 or older please consider signing up! Please visit sccvote.org or call (408) 299-VOTE.

CONSENT CALENDAR

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Mayor Baker asked if any Councilmember or anyone in the audience wished to remove any item from the Consent Calendar.

Vice Mayor Gibbons asked to remove items 5, 11, 12, and 13 from the consent calendar.

City Manager Linder stated that item seven would be differed to a future meeting within the current fiscal year, in order to get more information on an issue that had occurred.

The Consent calendar was considered as follows:

3. **Minutes of Study Session of May 2, 2016**

Recommended Action: Approve the study session minutes.

This action approves the study session minutes of May 2, 2016.

4. **Minutes of Study Session of May 3, 2016**

Recommended Action: Approve the study session minutes.

This action approves the study session minutes of May 3, 2016

6. **Approving Bills and Claims**

Recommended Action: Approve the bills and claims in the amount of \$773,802.51.

This action approves the bills and claims in the amount of \$773,803.51 as follows: payroll checks dated April 21, 2016 in the amount of \$250,285.19; bills and claims checks dated April 25, 2016 in the amount of \$276,467.59; and bills and claims checks dated May 2, 2016 in the amount of \$247,049.73.

8. **Approval of Transportation Development Act (TDA) Article 3 Grant Applications for Fiscal Year 2016/17 (Resolution/Roll Call Vote)**

Recommended Action: Adopt a resolution authorizing the Public Works Director to submit a grant application to the Santa Clara Valley Transportation Authority (VTA) for \$32,543 in Transportation Development Act (TDA) Article 3 Guarantee Funds for the Campbell Bicycle and Pedestrian Project.

Resolution 11980 authorizes the Public Works Director to submit a grant application to the Santa Clara Valley Transportation Authority (VTA) for \$32,543 in Transportation Development Act (TDA) Article 3 Guarantee Funds for the Campbell Bicycle and Pedestrian Project.

9. **Authorize Issuance of Request for Proposals for Materials Testing and Authorize the Public Works Director to Execute a Contract with the Selected Materials Testing Provider (Resolution/Roll Call Vote)**

Recommended Action: Adopt a resolution authorizing the issuance of a Request for Proposals for Materials and Testing Services and authorizing the Public Works Director to enter into a contract with the selected materials testing provider in a cumulative amount not to exceed \$250,000.

Resolution 11981 authorizes the issuance of a Request for Proposals for Materials and Testing Services and authorizing the Public Works Director to enter into a contract with the selected materials testing provider in a cumulative amount not to exceed \$250,000.

10. **Approval of Specifications, Authorize Solicitation of Bids, Authorize the Public Works Director to Award the Contract, and Approval of a Budget Adjustment for the Annual Street Maintenance Project No. 16-BB, Local Streets Sealing (Resolution/Roll Call Vote)**

Recommended Action: Adopt a resolution approving the specification for the Annual Street Maintenance Project No. 16-BB, Local Streets Sealing; authorizing the solicitation of bids; authorizing the Public Works Director to award a construction contract and encumber a 10% construction contingency; authorizing the Public Works Director to negotiate and execute contract change orders up to and within the 10% contingency; and approving a budget adjustment.

Resolution 11982 approves the specification for the Annual Street Maintenance Project No. 16-BB, Local Streets Sealing; authorizes the solicitation of bids; authorizes the Public Works Director to award a construction contract and encumber a 10% construction contingency; authorizes the Public Works Director to negotiate and execute contract change orders up to and within the 10% contingency; and approves a budget adjustment.

M/S: Kotowski/Cristina - that the City Council approve the Consent Calendar with the exception of item 5, 7, 11,12, and 13. Motion was adopted by the following roll call vote:

AYES: Councilmembers: Kotowski, Resnikoff, Cristina, Gibbons, Baker

NOES: Councilmembers: None

ITEMS CONSIDERED SEPARATE FROM THE CONSENT CALENDAR

5. Minutes of Regular Meeting of May 3, 2016

Recommended Action: Approve the regular meeting minutes.

Vice Mayor Gibbons requested that the minutes be amended to add a header to note where item seven was continued, correct the spelling of Russell Pffirman last name adding an "r", and add the statement "...including the DAAP documents of the plan and revised Environmental Impact Report" to the motion of item 11.

M/S: Gibbons/Resnikoff – that the City Council approve the minutes of the regular meeting of May 3, 2016 with the revisions as stated. Motion was adopted unanimously.

7. Renewal of Campbell Pony Baseball League Agreement

Recommended Action: Authorize the City Manager to renew a license agreement with Campbell Pony Baseball League for the use of the baseball field, concession building and associated areas at John D. Morgan Park for the period of July 1, 2016 - June 30, 2019.

Mayor Baker stated that this item will be continued to a future meeting within the current fiscal year.

11. Approval of Tract Map No. 10337 Including Acceptance of Street Dedication and Public Service Easement Shown on Said Map, and Abandonment of Excess Right-of-Way Along Railway Avenue – 300 Railway Avenue (Resolution/Roll Call Vote)

Recommended Action: Adopt a resolution approving the Tract Map for Tract No. 10337 and accept the street dedication and public service easement as shown on the map, and abandonment of excess of right-of-way for the property located at 300 Railway Avenue.

Vice Mayor Gibbons stated that she asked to remove this item so she could record a no vote.

M/S: Cristina/Resnikoff – that the City Council adopt resolution 11983 approving the Tract Map for Tract No. 10337 and accept the street dedication and public service easement as shown on the map, and abandonment of excess of right-of-way for the property located at 300 Railway Avenue. Motion was adopted by the following roll call vote:

AYES: Councilmembers: Kotowski, Resnikoff, Cristina, Baker

NOES: Councilmembers: Gibbons

12. **Approval of Budget Adjustment to Increase Community Development Building Professional Services (Resolution/Roll Call Vote)**

Recommended Action: Adopt a resolution approving a budget adjustment of \$140,000 to cover unanticipated cost and expenditures associated with Community Development Building Professional Services.

Vice Mayor Gibbons requested clarification on the cost in regards to the budget for this year and next.

Building Official Bruckart clarified the need for this year's budget adjustment.

M/S: Gibbons/Kotowski that the City Council adopt resolution 11984 approving a budget adjustment of \$140,000 to cover unanticipated cost and expenditures associated with Community Development Building Professional Services. Motion was adopted by the following roll call vote:

AYES: Councilmembers: Kotowski, Resnikoff, Cristina, Gibbons, Baker

NOES: Councilmembers: None

13. **Second Reading of Undergrounding Ordinance (Ordinance Second Reading /Roll Call Vote)**

Recommended Action: Approve the second reading of Ordinance 2202 amending the Campbell Municipal Code Sec. 21.18.140 (Undergrounding of Utilities) to exempt development of all properties located along local streets and single-family residential properties located on residential collector streets from the utility undergrounding requirements.

Vice Mayor Gibbons requested clarification on the language in the ordinance.

Associate Planner Fama provided clarification.

After discussion, **M/S: Kotowski/Resnikoff – that the City Council approve the second reading of Ordinance 2202 amending the Campbell Municipal Code Sec. 21.18.140 (Undergrounding of Utilities) to exempt development of all properties located along local streets and single-family residential properties located on residential collector streets from the utility undergrounding requirements. Motion was adopted by the following roll call vote:**

AYES: Councilmembers: Kotowski, Resnikoff, Cristina, Gibbons, Baker

NOES: Councilmembers: None

PUBLIC HEARINGS AND INTRODUCTION OF ORDINANCES

There were no agenda items.

NEW BUSINESS

There were no agenda items.

OLD BUSINESS

14. Campbell Water Tower Lighting Policy (Resolution/Roll Call Vote)

Recommended Action: Adopt a resolution approving the policy on lighting the Campbell Water Tower.

City Manager Linder presented staff report dated May 17, 2016.

Council requested revisions to the policy clarifying that requests should be brought to Council unless there are unusual circumstances, in which case the Mayor can make the decision; the water tower will be lit up on all Federally recognized holidays in red, white, and blue unless otherwise indicated; and remove the requirement that third party requests be a 501(c)(3) to allow individuals or businesses.

M/S: Gibbons/Resnikoff – that the City Council approved the Water Tower Lighting Policy to include the revisions discussed and bring it back to Council for approval as a consent item. Motion was adopted unanimously.

COUNCIL COMMITTEE REPORTS

15. City Councilmember Reports/Updates on Committee Assignments

Recommended Action: Report on committee assignments and general comments.

--Councilmember Resnikoff attended the Employee's service awards; Silicon Valley Animal Control Authority meeting; Valley Transportation Authority Policy Advisory Committee meeting; and West Valley Solid Waste Authority JPA meeting.

--Councilmember Cristina spoke about the upcoming Boogie on the Avenue and the dunk tank he will be in to help support the Police Foundation.

--Councilmember Kotowski attended the West Valley Sanitation District meeting; the Civic Improvement 5th grade poster contest awards ceremony; spoke about the upcoming Youth Commission open mic night at Snake and Butterfly; attended the Friends of the Heritage Theatre meeting; spoke about the upcoming Memorial Day Ceremony on Monday May, 30th at 9:00 a.m.; and attended the History Happy Hour at the Ainsley House.

--Vice Mayor Gibbons attended the Employee's service awards; attended the Silicon Valley Clean Energy Authority board meeting via phone call; spoke about the election and encouraged citizens to vote.

--Mayor Baker attended the Bike to Work Day; attended and moderated a panel at the City's Association of Santa Clara County's general membership meeting; attended the Metropolitan Transportation Commission meeting; and the Employee's Service Awards.

ADJOURN

Mayor Baker adjourned the meeting at 8:49 p.m.

APPROVED:

ATTEST:

Jason T. Baker, Mayor

Wendy Wood, City Clerk



City Council Report

Item: 4.
Category: Consent Calendar
Meeting Date: June 7, 2016

TITLE: Approving Payment of Bills and Claims

RECOMMENDATION

Approve the attached lists of bills and claims for payment in the amount of \$2,354,735.02.

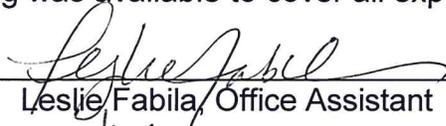
DISCUSSION

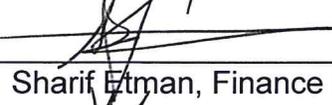
Attached are the lists of bills and claims that have been audited and approved by staff for payments made as noted below:

<u>Type</u>	<u>Check Date</u>	<u>Amount</u>
Payroll	May 5, 2016	\$296,291.61
Bills & Claims	May 9, 2016	\$645,656.79
Bills & Claims	May 16, 2016	\$812,058.82
Payroll	May 19, 2016	\$252,382.20
Bills & Claims	May 23, 2016	\$348,345.60
	Total	\$2,354,735.02

FISCAL IMPACT

Adequate funding was available to cover all expenses as listed.

Prepared by: 
Leslie Fabila, Office Assistant

Reviewed by: 
Sharif Etman, Finance Manager

Reviewed by: 
Jesse Takahashi, Finance Director

Approved by: 
Mark Linder, City Manager

Attachments:
Attachment 1 – Bills & Claims Lists



City Council Report

Item: 5.
 Category: Consent Calendar
 Meeting Date: June 7, 2016

Title: Monthly Investment Report – April, 2016

RECOMMENDATION

That the attached Investment Report for April, 2016 be noted and filed.

DISCUSSION

The City invests primarily in the State of California Local Agency Investment Fund (LAIF) and US Government Agency securities to preserve the safety of the City's surplus funds while achieving a reasonable return on its portfolio. The City's strategy is one of buy-and-hold in which a portion of the portfolio is invested in fixed income securities of varying maturities that will provide sufficient cash flow to meet the City's operational needs.

During the month of April, the City did not purchase any new investments, nor were any existing bond investment called. The total portfolio increased approximate \$2.6 million mainly due to the receipts of Triple Flip and Vehicle License Fee \$2.2 million, federal grant \$1.3 million and developer's fee \$0.5 million, reduced by the semi-annual debt service payments \$0.9 million and normal fluctuations in operating revenue and expenditures.

All investments are made in accordance with the City's established Investment Policy or as authorized pursuant to bond covenants. Presented within this report are the following:

- Investment balance and earnings for April, 2016
- Summary of investments by types as of April, 2016
- List of investments by institution as of April, 2016
- Reconciliation of pooled cash as of April, 2016
- Investment transactions as of April, 2016
- Actual Receipts and Disbursements for April, 2016
- Cash flow projections for the month of July, 2016

<u>Investment Balance and Earnings - April, 2016</u>						
<u>Bal. at Beg. of Month 04/01/16</u>	<u>Purchases/ Deposits</u>	<u>Maturities/ Withdrawals</u>	<u>Bal. at End of Month 04/30/16</u>	<u>Interest Earned this Month</u>	<u>Interest Earned YTD</u>	<u>% of Interest Earned YTD/Budget</u>
\$ 37,620,138	\$ 3,534,114	\$ (899,449)	\$ 40,254,803	\$ 18,274	\$ 136,787	61.89%

<u>Summary of Investments by Type - April, 2016</u>						
<u>Description</u>	<u>Current Month</u> 04/30/16	<u>% of Total Portfolio</u>	<u>Prior Month</u> 03/31/16	<u>% of Total Portfolio</u>	<u>Prior Year</u> 4/30/15	<u>% of Total Portfolio</u>
L.A.I.F.	\$ 34,697,703	86.20%	\$ 31,163,595	82.84%	\$ 24,693,756	73.17%
Agencies	\$ 3,500,000	8.69%	\$ 3,500,000	9.30%	6,999,500	20.74%
Money Market (U.S. Bank)	\$ 2,057,100	5.11%	\$ 2,956,543	7.86%	2,057,035	6.09%
Total	<u>\$ 40,254,803</u>	<u>100.00%</u>	<u>\$ 37,620,138</u>	<u>100.00%</u>	<u>\$ 33,750,291</u>	<u>100.00%</u>

Cash Flow Projections

The cash flow projection reflects there are sufficient funds available to meet the City of Campbell's anticipated expenditures for July, 2016 through December, 2016 (See Exhibit II).

<u>List of Investments by Institution - April, 2016</u>				
<u>Institution</u>	<u>Cost</u>	<u>% of Total Portfolio</u>	<u>Market Value</u>	<u>Diff. Bet. Cost & Market</u>
L.A.I.F	\$ 34,697,703	86.20%	\$ 34,705,373	\$ 7,670
Federal Farm Credit Bank (FFCB)*	1,500,000	3.73%	\$ 1,502,250	\$ 2,250
Federal Home Loan Mortgage Corp (FHLMC) *	2,000,000	4.97%	\$ 1,998,600	\$ (1,400)
U.S. Bank--Money Market Fund **	2,057,100	5.11%	\$ 2,057,100	\$ -
	<u>\$ 40,254,803</u>	<u>100.00%</u>	<u>\$ 40,263,323</u>	<u>\$ 8,520</u>

* The City intends to hold treasury/agency securities to maturity or until they are called, as a result this is a paper gain and/or loss that will not be realized.

** City and RDA COP and TAB bond proceeds held for program and reserve funds.

<u>Reconciliation of Pooled Cash per Ledgers to Investment Report</u>	
<u>April, 2016</u>	
Balance per ledger - April, 2016	\$ 40,254,769
April, 2016 interest to be Journalized	34
Adjusted General Ledger Balance	<u>40,254,803</u>
Balance Per Investment Report	<u>40,254,803</u>

<u>Summary of Total Cash Invested</u>			
<u>Description</u>	<u>Current Month</u> <u>04/30/16</u>	<u>Prior Month</u> <u>03/31/16</u>	<u>Prior Year</u> <u>04/30/15</u>
Cash on Deposit	\$ 4,317,400	\$ 3,213,107	\$ 7,218,274
Investments	40,254,803	37,620,138	33,750,291
Total Cash and Investments	<u>\$ 44,572,203</u>	<u>\$ 40,833,245</u>	<u>\$ 40,968,565</u>
% of Total Cash Invested	<u>90.31%</u>	<u>92.13%</u>	<u>82.38%</u>

Prepared by: 
Sophie Kao, Accountant

Reviewed by: 
Sharif Etman, Finance Manager

Reviewed by:  Sharif Etman for
Jesse Takahashi, Finance Director

Approved by: 
Mark Linder, City Manager

- Attachment 1 - Monthly Schedule of Investments
- Attachment 2 - Cash Flow Projection
- Attachment 3 - Actual Receipts & Disbursements

**City of Campbell
Monthly Schedule of Investments
For the month ending April, 2016**

	Beginning Balance	Purchases/ Deposits	Maturities/ Calls/ Withdrawals	Ending Balance	% of Type	% of Assets	Par Value	* Market Value	Maturity Date	Remain Days To Mat	Interest Rate (Annual)	Interest Earned to Maturity	# of Days Ir Month	Int.Recv. Beginning Balance	Interest Earned This Mo.	Interest Received This Mo.	Int.Recv. Ending Balance	Interest Received To Date	Interest Bal. to Maturity
Local Agency Investment Fund (L.A.I.F.)	\$ 31,163,594.51	\$ 3,534,108.41		\$ 34,697,702.92	100.00%	86.20%	\$ 34,697,703	\$ 34,705,373	N/A	N/A	0.525% Q	N/A	30	\$ 34,108.41	\$ 14,972.30	\$ 34,108.41	\$ 14,972.30	\$ 103,947.34	N/A
Cash & Gov't Securities (Custodian-BNY Bank)																			
Fed. Farm Credit Bank (FFCB) Fixed	1,500,000.00			1,500,000.00	42.86%	3.73%	1,500,000	1,502,250	11/30/18	944	1.340% S	59,859	30	6,112.60	1,652.05		7,764.65		59,859
Fed. Home Loan Mortgage (FHLMC)	2,000,000.00			2,000,000.00	57.14%	4.97%	2,000,000	1,998,600	03/30/18	699	1.000% S	49,973	30	54.79	1,643.84		1,698.63	10,000.00	39,973
Subtotal-Gov't Securities	3,500,000.00	-	-	3,500,000.00	100.00%	8.69%	3,500,000	3,500,850			1.146%	109,832		6,167.39	3,295.89	-	9,463.28	19,778.78	99,832
Investments under the management of contracted parties:																			
Trustee: U.S. Bank																			
1997 COP																			
Treasury Obligations - Lease Payment	-	-	-	-	0.00%	0.00%	0	0	N/A	N/A	0.000% M	N/A	30	-	-	-	-	2,873.71	N/A
Treasury Obligations	329,078.13	-	(329,078.13)	-	0.00%	0.00%	0	0	N/A	N/A	0.000% M	N/A	30	-	-	-	-	-	-
2002 COP																			
First American Treasury D - Lease Pmt	56,009.38	0.16	(56,009.38)	0.16	0.00%	0.00%	0	0	N/A	N/A	0.003% M	N/A	30	-	0.16	0.16	-	4,760.72	N/A
First American Treasury D - Improvement	-	-	-	-	0.00%	0.00%	0	0	N/A	N/A	0.000% M	N/A	30	-	-	-	-	152,311.90	N/A
2002 RDA TABs																			
First American Treasury D - Interest	250,268.13	0.70	(250,268.13)	0.70	0.00%	0.00%	1	1	N/A	N/A	0.003% M	N/A	30	-	0.70	0.70	-	3,755.22	N/A
First American Treasury D - Reserve	1,013,292.80	5.18	-	1,013,297.98	49.26%	2.52%	1,013,298	1,013,298	N/A	N/A	0.006% M	N/A	30	-	5.18	5.18	-	154,372.68	N/A
First American Treasury D - Principal	0.31	-	-	0.31	0.000%	0.00%	0	0	N/A	N/A	0.002% M	N/A	30	-	-	-	-	2,616.89	N/A
First American Treasury D - Redevelop	-	-	-	-	0.000%	0.00%	0	0	N/A	N/A	0.000% M	N/A	30	-	-	-	-	4,081.34	N/A
2005 RDA TABs																			
First American Treasury D - Interest	264,093.75	-	(264,093.75)	-	0.00%	0.00%	0	0	N/A	N/A	0.000% M	N/A	30	-	-	-	-	2,226.96	N/A
First American Treasury D - Principal	-	-	-	-	0.00%	0.00%	0	0	N/A	N/A	0.000% M	N/A	30	-	-	-	-	623.73	N/A
First American Treasury D - Reserve	1,043,800.77	-	-	1,043,800.77	50.74%	2.59%	1,043,801	1,043,801	N/A	N/A	0.001% M	N/A	30	-	-	-	-	111,418.63	N/A
Subtotal-Trust A/C	2,956,543.27	6.04	(899,449.39)	2,057,099.92	100.00%	5.11%	2,057,100	2,057,100			N/A	N/A		-	6.04	6.04	-	439,041.77	-
Total Portfolio	\$ 37,620,137.78	\$ 3,534,114.45	\$ (899,449.39)	\$ 40,254,802.84	100.00%		\$ 40,254,803	\$ 40,263,323		Wgt Avg	0.552%	\$ 109,832		\$ 40,275.80	18,274.23	\$ 34,114.45	24,435.58	\$ 562,767.89	\$ 99,832

Investment Portfolio Increased / (Decreased) by: \$ 2,634,665.06

Weighted Average to Maturity = 70.8 Days

Note:	Month	Portfolio Balance		% of Total Cash Invested		Month	Wgt Avg	Rate/Annual Yield		Actual Interest Earned		Actual Interest Received	
		FY 15-16	FY 14-15	FY 15-16	FY 14-15			FY 15-16	FY 14-15	FY 15-16	FY 14-15		
S - Semi-Annual	July	\$ 37,670,072	\$ 38,342,028	95.78%	98.36%	July	Wgt Avg	0.415%	0.580%	\$ 13,268	\$ 19,276	\$ 20,071	\$ 25,480
Q - Quarterly	August	35,670,878	37,732,033	89.78%	97.33%	August	Wgt Avg	0.408%	0.570%	12,516	19,688	10,318	14,380
M - Monthly	September	35,247,357	37,012,606	94.65%	98.39%	September	Wgt Avg	0.341%	0.571%	9,550	17,510	6,568	17,705
	October	33,195,877	33,889,665	93.33%	96.06%	October	Wgt Avg	0.413%	0.604%	11,634	18,346	24,996	20,128
	November	33,195,882	33,689,670	91.10%	93.82%	November	Wgt Avg	0.426%	0.605%	11,635	17,143	5	19,280
	December	33,195,890	34,289,675	93.30%	95.10%	December	Wgt Avg	0.476%	0.603%	12,721	17,550	8	15,630
	January	37,220,681	37,296,177	92.07%	91.91%	January	Wgt Avg	0.517%	0.527%	16,347	18,049	6	26,062
	February	38,220,687	37,486,182	94.67%	95.86%	February	Wgt Avg	0.530%	0.473%	15,909	14,179	5	10,920
	March	37,620,138	35,412,660	92.13%	92.57%	March	Wgt Avg	0.467%	0.491%	14,933	14,563	19,784	22,705
	April	40,254,803	37,750,291	90.31%	90.31%	April	Wgt Avg	0.552%	0.392%	18,274	13,267	34,114	23,227
	May		37,750,296		93.23%	May	Wgt Avg		0.345%		13,072		8,443
	June		40,850,001		93.87%	June	Wgt Avg		0.389%		14,924		17,089
	30-Apr-16						Average	0.455%	0.513%	\$ 136,787	\$ 197,568	\$ 115,874	\$ 221,048
	30	Average	\$ 36,149,226	\$ 36,458,440	Average	92.71%	Average						

Per Governmental Code requirements, this schedule of Investments complies with the City of Campbell's Investment Policy, and there are adequate funds available to meet the budgeted expenditures for the next six months.

* Market prices are obtained from the monthly investment statements of the various institutions or the City's third-party custodian, BNY Mellon Bank.

Cash Flow Projection for the Month of July 2016

Date	Revenue Description	Receipt Amount	Date	Expenditure Description	Payment Amount
1	Community Center Leases/Rentals	\$ 215,000	1	Outstanding Checks	\$ 650,000
5	Environmental Services Fees	150,000	5	Bills & Claims	300,000
5	Franchise Fees	255,000	11	Bills & Claims	450,000
11	Property Taxes	80,000	18	Bills & Claims	850,000
11	Other Taxes	65,000	25	Bills & Claims	350,000
11	Licenses and Permits	150,000	14	Payroll	736,000
11	Fines/Forfeitures/Penalties	40,000	28	Payroll	743,000
18	Investment Interest	-			
18	Motor Vehicle in Lieu	-			
18	Highway Users Tax	-			
18	Intergovernmental	155,000			
18	Charges for Current Services	300,000			
25	Sales & Use Tax (incl. Meas.O)	800,000			
25	Park Dedication Fees	-			
25	Transient Occupancy Tax (monthly)	415,000			
25	Miscellaneous Receipts	5,000			
	Sub-total (Receipts)	2,630,000		Sub-total (Expenditure)	4,079,000
	Amount expected to be withdrawn from Investments to cover this month's expenditures.	1,449,000		Amount of expected revenue available for investment.	-
	Total	\$ 4,079,000		Total	\$ 4,079,000

Note:

The approximately \$34.7 million invested with the Local Agency Investment Fund (see Exhibit I) is highly liquid and available on any business day. It, therefore, can be reasonably estimated that sufficient funds are readily available to cover normal expenditures for the subsequent six-month period. More specifically, the monthly cash flow projection reflects that sufficient funds are available to meet the anticipated expenditures for the month.

Actual Receipts & Disbursements for the Month of April 2016

Fund / Account	Revenue Description	Receipt Amount	Date	Expenditure Description	Payment Amount
4810, 4819	Community Center/Dev. Leases/Rentals	\$ 202,651	1	Outstanding Checks as of 3/31/2016	\$ 964,442
F209, 4720, 21, 22, 24	Environmental Services Fees	40,631	4	Bills & Claims	558,152
4120-4125	Franchise Fees	791,829	11	Bills & Claims	181,643
40XX, 4153	Property Taxes	1,623,394	18	Bills & Claims-US Bank (debts service)	765,180
4151,4152,4155	Other Taxes	69,156	25	Bills & Claims	315,666
42XX	Licenses and Permits	185,325	31	Bills & Claims-manual & voided checks	(131,037)
43XX	Fines/Forfeitures/Penalties	22,844	7	Bills & Claims-PR vendors' checks	296,670
4410,4431, 4450	Investment Interest	34,108	21	Bills & Claims-PR vendors' checks	250,285
4580	Motor Vehicle in Lieu	7,037	7	Payroll	678,376
4586	Highway Users Tax	-	21	Payroll	657,986
other 45XX	Intergovernmental--Other	436,163	8	Calpers Insurance Payment	153,086
4510-4516	Intergovernmental--Gas Taxes	140	8	Calpers Pension Payment	137,200
4571, 4572	Intergovernmental--VTA Meas. B	-	1	Debt Service Payments	899,449
4590,4591,4592 F333	Intergovernmental--Successor Agency	-			
46XX-47XX, excl 4725	Charges for Current Services	443,317			
4110-4115	Sales & Use Tax (incl. Meas.O)	887,854			
F295,4920	Park Dedication Fees	323,220			
4150	Transient Occupancy Tax (monthly)	382,100			
48XX-49XX, excl F798	Miscellaneous Receipts	28,216			
F366,368,4450,4966	Miscellaneous Receipts (from RDA)	159,425			
F207,236,367exc237,5XXX	Special Assessment	-			
	Sub-total (Receipts)	5,637,410		Sub-total (Expenditure)	5,727,099
	Amount withdrew from Investments to cover this month's expenditures.	89,689		Amount of expected revenue available for investment.	-
	Total	\$ 5,727,099		Total	\$ 5,727,099



City Council Report

Item: 6.
Category: Consent Calendar
Meeting Date: June 7, 2016

TITLE: Authorize the City Manager to execute the Master Agreement with the County of Santa Clara to provide a Senior Nutrition Program for FY 16-17. (Resolution/Roll Call Vote)

RECOMMENDATION

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute the Master Agreement with the County of Santa Clara to provide a Senior Nutrition Program for FY 16-17.

BACKGROUND

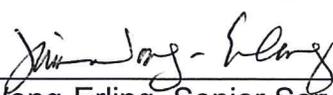
The City of Campbell has provided a congregate Senior Nutrition Program since 1975. The goal of the program is to provide nutritionally-balanced meals five days a week to help promote the health, dignity and independence of older adults and to provide socialization activities that enable older adults to remain active and productive members of the Campbell community. This program would not be possible without the support of State and Federal funds administered by the County of Santa Clara. The purpose of this memorandum is to seek Council authorization for the City Manager to execute the Master Agreement with the County of Santa Clara to provide a Senior Nutrition Program for FY 16-17.

DISCUSSION

The purpose of this Master Amendment with the County is to extend the contract term and all provisions for their administrative oversight of the program for one more year and to set the maximum reimbursement for program expenses. Attachment 2: Budget Summary for FY 2016-17 outlines the specific terms and maximum reimbursements for the coming year. The City's agreement with the County is for 70 meals per day for 248 service days (17,360 meals) next year and a maximum reimbursement from the County for staffing, supplies and facility use/rent of \$77,247.

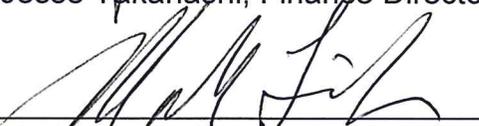
FISCAL IMPACT

The City and County share in the cost of providing the Senior Nutrition Program. While the participants contribute to the cost of their meals, these contributions are minimal and considered by the County to be voluntary. Adequate City funding (\$211,814) has been allocated in the Nutrition Program's (101.525) FY 2016-17 budget to accommodate the modifications of both agreements. The attached Meals and Program Budget reflect the services and fiscal budget for the extended term.

Prepared by: 
Tina Wong-Erling, Senior Services Supervisor

Reviewed by: 
Regina Maurantonio, Recreation & Community Services Director

Reviewed by:  Sharif Etman for
Jesse Takahashi, Finance Director

Approved by: 
Mark Linder, City Manager

Attachments:

- 1 - Resolution
- 2 - Santa Clara County Meals and Program Budget

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL
AUTHORIZING THE CITY MANAGER TO EXECUTE THE MASTER
AGREEMENT WITH THE COUNTY OF SANTA CLARA TO PROVIDE A
SENIOR NUTRITION PROGRAM IN FY 16-17

WHEREAS, the City of Campbell recognizes the need for a nutritious meal program for senior citizens in Campbell; and

WHEREAS, the City agrees to share the cost and administration of operating a Senior Nutrition program with the County of Santa Clara; and

WHEREAS, the Master Agreement with the County of Santa Clara, Inc. is required to extend the terms for one year and clarify the financial obligations of each party.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Campbell does hereby authorize the City Manager to execute the Master Agreement with Santa Clara County to continue to provide a Senior Nutrition Program in Campbell for FY 16-17.

PASSED AND ADOPTED this 7th day of June, 2016 by the following roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

APPROVED:

Jason T. Baker, Mayor

ATTEST:

Wendy Wood, City Clerk

Exhibit C: Budget Summary FY 2016-2017

Santa Clara County- Social Services Agency
Senior Nutrition Program
City of Campbell
Budget - FY 16/17

Bateman Meals	70	*	196	13,720
Asian Meals	70	*	52	3,640
Number of Meals				17,360
	Daily		Service Days	Annual Meals
<u>Service Days M-F</u>				
1. PERSONNEL				
Site Manager			\$ 26,285	
Kitchen Aide			\$ 16,517	\$ 42,802
2. OPERATION COSTS				
Usage Costs			\$ 8,437	\$ 8,437
3. VARIANCE				
Insurance/Worker Comp.			\$ -	
Fiscal			\$ 842	
Staff Mileage			\$ 75	
Equipment & Repair			\$ 250	
Non-Food Items			\$ 4,566	\$ 5,733
4. FOOD COSTS				
Bateman Catered	@ \$5.072/meal		\$ 69,587.84	
Tastee, Inc.	@ \$5.356/meal		\$ 19,495.84	\$ 89,084
5. PROGRAM BUDGET				
Total Program Cost (Not Including Usage Costs)			\$ 137,618	
Less City of Campbell Share		Less: 50.00% City	\$ (68,808)	
		Plus: Usage Cost	\$ 8,437	
6. CONTRACT AMOUNT			\$ 77,247	
		Unit Cost	\$ 7.93	



City Council Report

Item: 7.
Category: Consent Calendar
Meeting Date: June 7, 2016

TITLE: Authorize the City Manager to execute the Agreement with Tastee Inc DBA "Little Chef Asian Kitchen" to provide catered meals for the Senior Nutrition Program for FY 16-17. (Resolution/Roll Call Vote)

RECOMMENDATION

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute the Agreement with Tastee Inc DBA "Little Chef Asian Kitchen" to provide catered meals for the Senior Nutrition Program during FY 16-17.

BACKGROUND

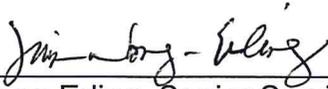
The Campbell Senior Nutrition Program established a new partnership with Tastee Inc in FY 15-16 to provide Asian meals on Tuesdays. The Asian meals continue to be immensely popular with a high level of satisfaction from program participants. Tastee Inc will continue to cater meals one day per week in conjunction with Bateman who provides meals four days per week. The negotiated bulk meal rate is \$5.12 per meal.

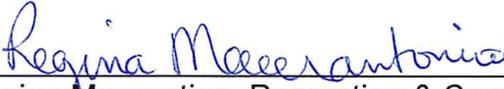
DISCUSSION

Little Chef Asian Kitchen is designated as an approved food caterer by the County of Santa Clara through their competitive bid process for the provision of food services for the City/County Nutrition Program. The Agreement is for FY 16-17 covering the period of July 1, 2016 through June 30, 2017.

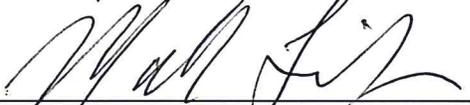
FISCAL IMPACT

The City shares the cost for the Nutrition Program's catered meals with Santa Clara County, on a 50-50 basis. The amount allocated for meals for FY 16-17 is \$19,495.84 as noted in Attachment 2 and is included in the Recreation & Community Services Department, Adult Services Division Budget 101.525.7432. The cost negotiated by the County and Little Chef Asian Kitchen for FY 16-17 is \$19,496 of which the City's share is \$9,748. Campbell's costs are based upon 3,640 meals served annually.

Prepared by: 
Tina Wong-Erling, Senior Services Supervisor

Reviewed by: 
Regina Maurantino, Recreation & Community Services Director

Reviewed by:  
Jesse Takahashi, Finance Director

Approved by: 
Mark Linder, City Manager

Attachments:

- 1 – Resolution
- 2 – Santa Clara County Meals and Program Budget

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL
AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH
LITTLE CHEF ASIAN KITCHEN TO PROVIDE CATERED MEALS FOR THE
SENIOR NUTRITION PROGRAM FOR FY 16-17

WHEREAS, the City of Campbell recognizes the need for a nutritious meal program for senior citizens in Campbell; and

WHEREAS, Little Chef Asian Kitchen has been designated by the County as an approved caterer for meals for the City/County Nutrition Program for FY16-17; and

WHEREAS, the Agreement with Little Chef Asian Kitchen is required to extend the terms for one year and clarify the financial obligations of each party.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Campbell does hereby authorize the City Manager to execute the Agreement with Little Chef Asian Kitchen to provide meals for the Senior Nutrition Program for FY16-17.

PASSED AND ADOPTED this 7th day of June, 2016 by the following roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

APPROVED:

Jason T. Baker, Mayor

ATTEST:

Wendy Wood, City Clerk

Exhibit C: Budget Summary FY 2016-2017

**Santa Clara County- Social Services Agency
Senior Nutrition Program
City of Campbell
Budget - FY 16/17**

Bateman Meals	70	*	196	13,720
Asian Meals	70	*	52	3,640
Number of Meals			<hr/>	<hr/> 17,360
	Daily		Service Days	Annual Meals
<u>Service Days M-F</u>				
1. PERSONNEL				
Site Manager			\$ 26,285	
Kitchen Aide			\$ 16,517	\$ 42,802
<hr/>				
2. OPERATION COSTS				
Usage Costs			\$ 8,437	\$ 8,437
<hr/>				
3. VARIANCE				
Insurance/Worker Comp.			\$ -	
Fiscal			\$ 842	
Staff Mileage			\$ 75	
Equipment & Repair			\$ 250	
Non-Food Items			\$ 4,566	\$ 5,733
<hr/>				
4. FOOD COSTS				
Bateman Catered	@ \$5.072/meal		\$ 69,587.84	
Tastee, Inc.	@ \$5.356/meal		\$ 19,495.84	\$ 89,084
<hr/>				
5. PROGRAM BUDGET				
Total Program Cost (Not Including Usage Costs)				\$ 137,618
Less City of Campbell Share	Less: 50.00% City			\$ (68,808)
	Plus: Usage Cost			\$ 8,437
<hr/>				
6. CONTRACT AMOUNT				\$ 77,247
<hr/>				
	Unit Cost			\$ 7.93
<hr/>				



City Council Report

Item: 8.
Category: Consent Calendar
Meeting Date: June 7, 2016

TITLE: Resolution Authorizing the City Manager to Execute an Agreement Amending the Terms Under which Campbell Police Officers are Authorized to Work as Reserve Officers at the City of Santa Clara Levi's Stadium (Resolution/Roll Call Vote)

RECOMMENDATION

Adopt the attached resolution authorizing the City Manager to execute an agreement substantially conforming to the attached Amendment regarding the terms under which Campbell Police Officers serve as Officers for the City of Santa Clara at Levi's Stadium.

BACKGROUND

As the Council is aware, Levi's Stadium was completed in 2014 and has already hosted many major events, including Super Bowl 50. Law enforcement services for the stadium are provided by the City of Santa Clara's Police Department.

On November 19, 2013, the City Council adopted Resolution 11614 allowing members of the Campbell Police Department to work as reserve officers for the City of Santa Clara.

The current Agreement is set to expire on June 30, 2016. This new Amendment would only change Section 4 of the Original Agreement and would continue to allow Campbell Police Officers to work for the City of Santa Clara's Police Department until June 30, 2019, unless terminated sooner or extended in whole or in part.

This Amendment will not change the other terms of the Original Agreement which will remain in full force and effect.

FISCAL IMPACT

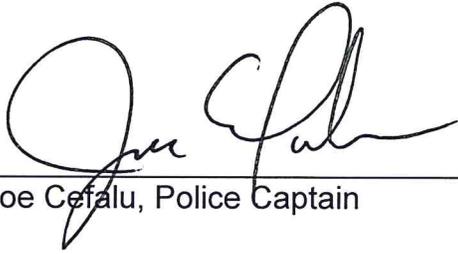
None

ALTERNATIVES

1. Do not authorize the City Manager to sign the Amendment.
2. Provide other direction.

**A Resolution Authorizing City Manager to Page 2
sign Amendment for Stadium Law Enforcement**

Prepared by:



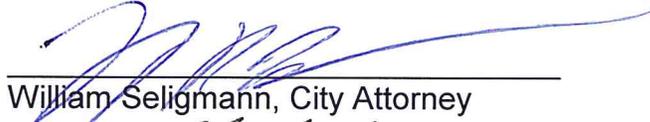
Joe Cefalu, Police Captain

Reviewed by:



David Carmichael, Police Chief

Reviewed by:



William Seligmann, City Attorney

Approved by:



Mark Linder, City Manager

- Attachments: 1. Resolution
2. Amendment No.1

RESOLUTION NO. _____

BEING A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE ORIGINAL AGREEMENT SETTING FORTH TERMS UNDER WHICH CAMPBELL POLICE OFFICERS ARE AUTHORIZED TO WORK AS RESERVE OFFICERS AT THE SANTA CLARA STADIUM

WHEREAS, the City of Campbell passed and adopted the Original Agreement on the 19th of November, 2013:

WHEREAS, the Parties wish to amend the Original Agreement to extend the term of that Original Agreement;

WHEREAS, the term of Amendment No. 1 shall commence upon execution by the Parties and shall terminate June 30, 2109, unless terminated sooner or extended in whole or in part as provided in the terms of the Original Agreement;

WHEREAS, all other terms of the Original Agreement which are not in conflict with the provisions of Amendment No. 1 shall remain unchanged in full force and effect;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Campbell that the City Manager is authorized to execute an agreement that substantially conforms to the terms and provisions set forth in the Amendment attached to this Resolution.

PASSED AND ADOPTED this 7th day of June, 2016, by the following vote:

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

APPROVED:

Jason T. Baker, Mayor

ATTEST:

Wendy Wood, City Clerk

AMENDMENT NO. 1
to the AGREEMENT by and between the
SANTA CLARA STADIUM AUTHORITY, CITY OF SANTA CLARA, and
the CITIES OF CAMPBELL, GILROY, LOS ALTOS, MILPITAS, MORGAN HILL,
MOUNTAIN VIEW and PALO ALTO, and the TOWN OF LOS GATOS
FOR INDEMNITY

PREAMBLE

This agreement ("Amendment No. 1") is by and between the **Santa Clara Stadium Authority**, a Joint Powers Authority, with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("Authority"), the **City of Santa Clara**, a chartered municipal corporation, located at 1500 Warburton Avenue, Santa Clara, California 95050 ("Santa Clara"), the **City of Campbell**, a municipal corporation, located at 70 N. First Street, Campbell, California 95008 ("Campbell"), the **City of Gilroy**, a chartered municipal corporation, located at 7351 Rosanna St., Gilroy, California 95020 ("Gilroy"), the **City of Los Altos**, a municipal corporation, located at 1 N. San Antonio Road, Los Altos, California 94022 ("Los Altos"), the **City of Milpitas**, a municipal corporation, located at 455 E. Calaveras Blvd., Milpitas, California 95035 ("Milpitas"), the **City of Morgan Hill**, a municipal corporation, located at 17575 Peak Ave., Morgan Hill, California 95037 ("Morgan Hill"), the **City of Mountain View**, a chartered municipal corporation, located at 500 Castro St., Mountain View, California 94039 ("Mountain View"), the **City of Palo Alto**, a chartered municipal corporation, located at 250 Hamilton Ave., Palo Alto, California 94301 ("Palo Alto"), and the **Town of Los Gatos**, located at 110 E. Main St., Los Gatos, California 95030 ("Los Gatos") (Campbell, Gilroy, Los Altos, Milpitas, Morgan Hill, Mountain View, Palo Alto, and Los Gatos may be collectively referred to herein as "Agencies" and individually as an "Agency"). Authority, Santa Clara and Agency may be referred to individually as a "Party" or collectively as the "Parties" to this Amendment No. 1."

RECITALS

- A. The Parties previously entered into an agreement entitled "AGREEMENT by and between the SANTA CLARA STADIUM AUTHORITY, CITY OF SANTA CLARA, and the CITIES OF CAMPBELL, GILROY, MILPITAS, MORGAN HILL, MOUNTAIN VIEW and PALO ALTO, and the TOWN OF LOS GATOS FOR INDEMNITY", dated December 17, 2013 and an agreement entitled "AGREEMENT by and between the SANTA CLARA STADIUM AUTHORITY, CITY OF SANTA CLARA, and the CITY OF LOS ALTOS FOR INDEMNITY", dated January 7, 2014 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of clarifying responsibilities by the Parties regarding per diem reserve officers ("double badged officers") for events taking place at Levi's Stadium and surrounding areas, and the Parties now wish to amend the Original Agreement to extend the term of that Original Agreement.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. AMENDMENT PROVISIONS

That Section 4 of the Original Agreement, entitled "Term of Agreement" is hereby amended to read as follows:

"The term of this Agreement shall commence upon execution by the Parties and shall terminate June 30, 2019, unless terminated sooner or extended in whole or in part as provided for herein."

2. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

3. COUNTERPART/FACSIMILE SIGNATURE

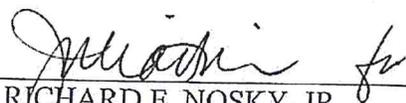
This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Amendment No. 1 shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: 4-28-2016



RICHARD E. NOSKY, JR.
City Attorney



RAJEEV BATRA
Acting City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

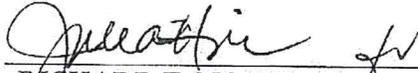
ATTEST: 

ROD DIRIDON, JR.
City Clerk

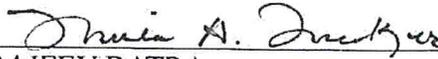
"CITY"

SANTA CLARA STADIUM AUTHORITY
a Joint Powers Authority

APPROVED AS TO FORM:



RICHARD E. NOSKY, JR.
Authority Counsel



b. RAJEEV BATRA
Acting Executive Director
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

ATTEST: 

ROD DIRIDON, JR.
Secretary

“AUTHORITY”

City of Campbell

Approved as to Form:

By: _____
MARK LINDER
City Manager
70 N. First Street
Campbell, California 95008
Telephone: (408) 866-2125
Fax: (408) 374-6889

By: _____
WILLIAM R. SELIGMANN
City Attorney

“CAMPBELL”

APPROVED AS TO FORM:

ANDREW L. FABER
City Attorney

ED TEWES
Interim City Administrator
7351 Rosanna Street
Gilroy, California 95020
Telephone: (408) 846-0202
Fax: (408) 846-0500

ATTEST:

SHAWNA FREELS
City Clerk

“GILROY”

Town of Los Gatos

By: _____
Laurel Prevetti, Town Manager

Approved as to Form:

Robert Schultz, Town Attorney

“LOS GATOS”

APPROVED AS TO FORM:

CHRISTOPHER J. DIAZ
City Attorney

THOMAS C. WILLIAMS
City Manager
455 E. Calaveras Blvd.
Milpitas, CA 95035
Telephone: (408) 586-3050
Fax: (408) 586-3056

STEVE PANGELINAN
Chief of Police
1275 North Milpitas Blvd.
Milpitas, CA 95035
Telephone: (408) 586-2426
Fax: (408) 586-2492

“MILPITAS”

Approved as to Form:

CITY OF MORGAN HILL a California
general law municipal corporation

LESLIE JENSEN
Deputy City Attorney

By: _____
STEVE RYMER
Its: City Manager

“MORGAN HILL”

APPROVED AS TO FORM:

Jannie L. Quinn
City Attorney

Daniel H. Rich
City Manager
City of Mountain View
500 Castro Street
Mountain View, CA 94041
Telephone: 650-903-6301
Fax: 650-962-0384

FINANCIAL APPROVAL:

Patty J. Kong
Finance and Administrative Services
Director

ATTEST:

Lorrie Brewer
City Clerk

"MOUNTAIN VIEW"

CITY OF PALO ALTO

CITY OF PALO ALTO

City Manager
James Keene

Police Chief
Dennis Burns

APPROVED AS TO FORM

By: _____
Assistant City Attorney
City of Palo Alto

"PALO ALTO"

City of Los Altos

Approved as to Form:

By: _____
MARCIA SOMERS
City Manager
1 N. San Antonio Rd.
Los Altos, CA 94022
Telephone: (650) 947-2700
Fax: (650) 947-2731

By: _____
JOLIE HOUSTON
City Attorney

"LOS ALTOS"



*City
Council
Report*

Item: 9.
Category: Consent
Meeting Date: June 7, 2016

TITLE: Accept the Resignation of Scott Johnson from the Parks and Recreation Commission

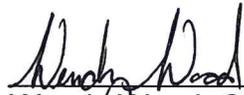
RECOMMENDATION

That the City Council accept the resignation of Scott Johnson from the Parks and Recreation Commission, and direct the City Clerk to prepare the appropriate recognition of service and advertise the vacancy.

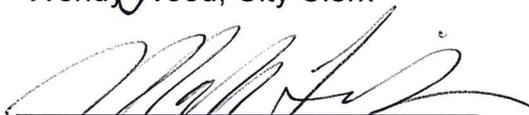
DISCUSSION

Scott Johnson notified staff of his resignation effective June 15, 2016. Commissioner Johnson was appointed to the Parks and Recreation Commission in January of 2013 and has lived in Campbell for over 30 years. He has decided upon his retirement that he will be moving out of the area. Attached is letter from Scott, stating his resignation. Staff recommends that the City Council accept the resignation and direct the City Clerk to prepare appropriate recognition of service for Commissioner Johnson and prepare a Notice of Unscheduled Vacancy.

Prepared by:


Wendy Wood, City Clerk

Approved by:


Mark Linder, City Manager

May 9, 2016

Dear Campbell City Council Members,

This letter is to inform you that I will resigning my position on the Parks and Recreation Commission effective June 15, 2016.

My wife and I are retiring and relocating to the Sacramento area (El Dorado Hills). Although I am very excited about this wonderful life transition, I am also saddened to be leaving Campbell. I have been a proud citizen of Campbell for over 30 years.

I am confident that Campbell will retain its strong community identity and continue to be a wonderful place to live.

Sincerely,
Scott R. Johnson



City Council Report

Item: 10.
Category: Consent Calendar
Meeting Date: June 7, 2016

TITLE: Preliminary Approval of Engineer's Report and Adoption of Resolution of Intention, Lighting and Landscaping District LLA-1, Fiscal Year 2016-17 and Set Time and Place for Public Hearing (Resolution/Roll Call Vote)

RECOMMENDATION

Adopt the attached resolutions:

1. Preliminarily approving the Engineer's Report for the annual levy and collection of assessments for City of Campbell Lighting and Landscaping District LLA-1 for Fiscal Year (FY) 2016-17.
2. Declaring Council's intention to levy and collect assessments within the City of Campbell Lighting and Landscaping District LLA-1 for FY 2016-17 and setting forth the time and place for required Public Hearing.

DISCUSSION

The City of Campbell provides a range of services which are eligible for funding through the annual Lighting and Landscaping District (LLA-1). These services include the installation, operation, and maintenance of public lighting, including traffic signals, landscaping, parks and recreational improvements, including play equipment and public restrooms, appurtenances for maintenance of the above, including curb, gutters, sidewalks, irrigation, and drainage improvements.

On April 5, 2016, Council ordered preparation of the annual LLA-1 Engineer's Report. The FY 2016-17 Preliminary Engineer's Report has been prepared and filed with the City Clerk's Office. The report identifies total expenditures of approximately \$3,803,000 for LLA-1 eligible activities for FY 2016-17 based on the FY 2016-17 Preliminary Operating Budget. This figure represents the Public Works Park Maintenance and Signals and Lighting operating budgets for FY 2016-17 and also the FY 2016-17 Capital Improvement Program projects for sidewalk maintenance and accessibility ramp installation. The level of LLA assessments are not proposed to be increased over those from past fiscal years. It is anticipated that approximately \$1,205,000 will be collected based on the current LLA-1 assessments. A combined contribution of approximately \$2,598,000 will be derived from other revenue sources including the General Fund, the Campbell Municipal Lighting District, and Capital Improvement Program Reserves.

The proposed schedule of Council actions following preliminary approval of the Engineer's Report for the annual LLA-1 assessment is as follows:

- | | |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| June 7, 2016 | City Council grants preliminary approval of Engineer's Report and adopts Resolution of Intention. Time and place for the Public Hearing are set. |
| June 22, 2016 | Resolution of Intention published in the Campbell Express. |

**Preliminary Approval of Engineer's Report
and Adoption of Intention, LLA-1 FY 2016-17
June 7, 2016**

- June 29, 2016 Resolution of Intention published in the Campbell Express.
- July 19, 2016 Public Hearing is held at the regular City Council meeting. City Council considers adoption of a Resolution Overruling Protests, if any, ordering the improvements and confirming the diagram and assessments for Fiscal Year 2016-17.
- August 1, 2016 Diagram and assessment filed with County Auditor no later than August 1, 2016.

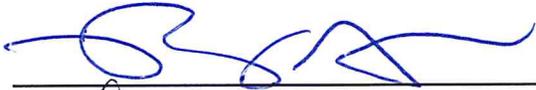
To proceed with the assessment process for FY 2016-17, it is necessary for City Council to grant preliminary approval of the Engineer's Report. After preliminary approval of the Engineer's Report, notices will be published notifying Campbell residents of the upcoming Public Hearing scheduled for July 19, 2016.

FISCAL IMPACT

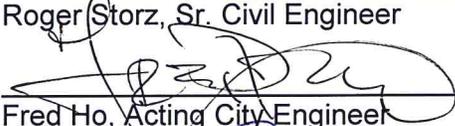
Although there is no direct fiscal impact associated with this action, failure to preliminarily approve the Engineer's Report and set the Public Hearing date would jeopardize the ability of the City to levy the annual Lighting and Landscaping District assessment, which provides approximately \$1.2 million to the City for needed services.

ALTERNATIVES

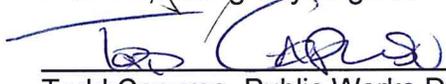
Do not proceed with the annual Lighting and Landscaping District assessment process and designate alternative funding sources for staff to use to replace the LLA revenue or direct staff to reduce or suspend services historically funded by LLA revenue.

Prepared by: 

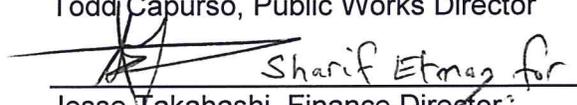
Roger Storz, Sr. Civil Engineer

Reviewed by: 

Fred Ho, Acting City Engineer

Reviewed by: 

Todd Capurso, Public Works Director

Reviewed by: 

Sharif Elmag for
Jesse Takahashi, Finance Director

Approved by: 

Mark Linder, City Manager

- Attachments: 1. Resolution Preliminarily Approving Engineer's Report for LLA-1
2. Exhibit 1 LLA-1 Rules for Spreading Assessments
3. Resolution Declaring Intention to Levy and Collect Assessments
4. Exhibit A Description of Work

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL
PRELIMINARILY APPROVING ENGINEER'S REPORT FOR THE ANNUAL
LEVY AND COLLECTION OF ASSESSMENTS FOR
CITY OF CAMPBELL LIGHTING DISTRICT
LLA-1 FOR FISCAL YEAR 2016-17**

BE IT RESOLVED, by the City Council of the City of Campbell as follows:

1. On April 5, 2016, the City Council adopted Resolution No. 11960, initiating proceedings and directing the City Engineer to prepare a report in accordance with Division 15, Part 2, Chapter 1, Article 4 of the California Streets & Highways Code (Sections 22565 et seq.) for the purpose of the annual levy and collection of assessments for the City of Campbell Lighting District LLA-1 for Fiscal Year 2016-17;

2. The report has been filed with the City Clerk;

3. The City Council finds that the report adequately sets forth the following information:

a) Plans and specifications for proposed new improvements, if any, to be made within the Assessment District;

b) An estimate of the costs of said proposed new improvements, if any, to be made and the costs of maintenance or operation, or both, thereof, and an estimate of the costs for maintenance and operation of any existing improvements, together with the incidental expenses in connection therewith;

c) A diagram showing the exterior boundaries of the Assessment District and the lines and dimensions of each parcel of land within the District as such parcel of land is shown on the County Assessor's map for Fiscal Year 2016-17; each of which parcels shall be identified by a distinctive number or letter on said diagram; and

d) A proposed assessment, consisting of the total amount of the estimated costs and expenses of the proposed new improvements in accordance with Section 22569 of the California Streets and Highways Code, including the installation, if any, and the maintenance and/or operation thereof, and of any existing improvements, to be assessed upon the parcels in said District in proportion to the estimated benefits to be received by such parcels respectively from said improvements, including the maintenance or servicing, or both, therefore, and of the expenses incidental thereto, as provided in the Rules for Spreading Assessments, which is attached hereto as Exhibit 1 and hereby adopted.

NOW, THEREFORE, the City Council hereby preliminarily approves the Engineer's Report as presently submitted.

I hereby certify that the foregoing is a full, true and correct copy of a Resolution duly passed and adopted by the City Council of the City of Campbell, California, at a meeting thereof held on the 7th of June, 2016, by the following vote of the members thereof:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

APPROVED:

Jason T. Baker, Mayor

ATTEST:

Wendy Wood, City Clerk

EXHIBIT 1

LLA-1 RULES FOR SPREADING ASSESSMENTS

1. District is to be assessed for all costs of forming the District and maintaining the street landscaping and the lighting systems located within the boundaries of the District.
2. The City Council is hereby authorized to annually increase the assessment by not more than ten percent (10%) per year to cover increased costs.
3. Total costs shall be apportioned to all parcels within the district boundary in accordance with the benefit received. Parcels without curbs, gutters or sidewalks pay no assessment for sidewalk repair.
4. The benefit for each parcel has been determined to be proportional to the land area of that parcel.
5. The area for condominium and townhouse developments shall be determined by assigning to each unit in the development an area equal to that unit's proportionate share of the total land area in the development.
6. Parcels zoned single-family residence or agriculture are assessed up to a maximum of 10,000 square feet.
7. Three categories of benefits have been established:
 - A. All parcels having existing zoning of R-1, R-D, R-M-S, R-2-S, R-3-S, P-F or PD (Residential).
 - B. All parcels having existing zoning of C-1-S, C-2-S, C-3-S, P-O, or PD (commercial or professional).
 - C. All parcels having existing zoning of M-1-S, M-2-S, or C-M-B.
8. Assessment for lighting and curbs, gutters and sidewalks shall be apportioned as follows:

All parcels in Category B have been determined to receive benefit on an area basis in the amount of 1.25 times the amount of benefit to an equal area in Category A or C. This additional benefit is attributed to wider sidewalks and to increased lighting intensity which provide additional security and advertisement for those types of land uses.
9. Assessments for arterial street landscaping shall be apportioned among the parcels in Category B and C of Paragraph 7 above. Residential street landscaping shall be apportioned among the parcels in Category A of Paragraph 7 above.
10. In the event that any provision of these rules is held void or unenforceable by a court of competent jurisdiction, such rule shall be deemed severable from the remaining rules, and the remaining rules shall remain in full force and effect.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL
DECLARING ITS INTENTION TO LEVY AND COLLECT
ASSESSMENTS WITHIN THE CITY OF CAMPBELL LIGHTING
DISTRICT LLA-1 FOR FISCAL YEAR 2016-17**

WHEREAS, the City Council, pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the Streets and Highways Code of the State of California, conducted proceedings for the formation of the City of Campbell Lighting District LLA-1 and for the levy and collection of Assessments for Fiscal Year 1980-1981, and on June 23, 1980, pursuant to proceedings duly had, adopted Resolution 5831, Overruling Protests and Ordering the Formation of an Assessment District, Improvements, and Confirming the Diagram and Assessment; and

WHEREAS, the public interest, convenience and necessity require, and it is the intention of said Council to undertake proceedings for the levy and collection of assessments upon the parcels of land in said District, for the installation of improvements, including the maintenance or operation, or both, thereof for the Fiscal Year 2016-17, and

WHEREAS, the City Council has given preliminary approval to the Engineer's Report which is on file with the City Clerk.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The City Council declares its intention to levy and collect assessments within the boundaries of City of Campbell Lighting District LLA-1 for Fiscal Year 2016-17, except that such assessments shall not be imposed upon a Federal, State, or local agency or upon a public utility or other special government district.
2. The existing and proposed improvements are generally described in Exhibit A attached to this Resolution, along with any substantial changes proposed to be made in existing improvements.
3. The Assessment District, distinctly referred to as City of Campbell Lighting District LLA-1, is located within all the area of the City Limits of the City of Campbell.
4. The Engineer's Report setting forth a full and detailed description of the improvements, the boundaries of the Assessment District, and the proposed assessments upon assessable parcels of land within the District, is on file with the City Clerk and available for viewing by the public.
6. The City Council shall conduct a Public Hearing on the levy of the proposed assessment at the regular Council meeting on July 19, 2016 at 7:30 p.m., or as soon thereafter as the matter may be heard, in the Council Chambers at Campbell City Hall, 70

North First Street, Campbell, California 95008.

I hereby certify that the foregoing is a full, true and correct copy of a Resolution duly passed and adopted by the City Council of the City of Campbell, California, at a meeting thereof held on the 7th day of June, 2016, by the following vote of the members thereof:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

APPROVED:

Jason T. Baker, Mayor

ATTEST:

Wendy Wood, City Clerk

Exhibit A

City of Campbell
Lighting District LLA-1

Description of Work

The installation, maintenance and operation of public light and traffic signal facilities including standards, luminaires, poles, conduits, wires, transformers, attachments and appurtenances, the furnishing of electric energy, and any expenses incidental thereto.

The maintaining and servicing of trees, shrubs, grass, other ornamental vegetation, irrigation and appurtenances, including repair, removal and replacement of all or any part thereof, providing for the life, growth, health and beauty of landscaping, including cultivation, trimming, spraying, fertilizing, treating for disease or injury, the removal of trimmings, rubbish, debris and other solid waste, water for irrigation and any expenses incidental thereto.

The installation and maintenance of curbs, gutters and sidewalks, park and recreational improvements, including play equipment and public restrooms.



City Council Report

Item: 11.
Category: Consent Calendar
Date: June 7, 2016

TITLE: Campbell Water Tower Lighting Policy (Resolution/Roll Call Vote)

RECOMMENDATION:

That the City Council adopt the attached resolution approving the lighting policy for the Campbell Water Tower.

BACKGROUND:

The City Council reviewed and discussed the proposed Water Tower lighting policy at its regular meeting of April 19, 2016. Council directed staff to amend the policy and return it to the City Council for approval. The City Council then reviewed and discussed the revised policy at its meeting of May 17, 2016, and directed staff to further amend the policy and return it to the City Council for approval.

DISCUSSION:

The revised policy (Attachment 4) reflects Council's feedback from its meeting of May 17, 2016. A redlined draft (Attachment 3) indicates which language was removed and added following Council discussion. In summary, Council directed staff to include all federal holidays in the lighting schedule, as well as certain national events on the standing list of events to be recognized by the City. Dates for federal holidays will reflect those published in the annual federal holiday schedule by the Office of Personnel Management. The color lighting themes to be used for indicating federal holidays shall be red, white and blue, unless otherwise directed by the City Council.

Council also directed staff to clarify policy language giving them authority to consider special lighting requests by third parties on a case-by-case basis. Council struck language restricting third party lighting requests to only 501(c)(3) organizations. Individuals are to be included as third parties that can make lighting requests for Council's consideration.

Finally, the Mayor or his or her designee can implement color lighting themes in which to illuminate the Water Tower in special circumstances that occur between council meetings.

The Council Reports for April 19, 2016, and May 17, 2016 are attached for reference purposes.

FISCAL IMPACTS

Despite previous information indicating the lighting contractor would charge a service fee of \$200 per visit to manually program custom themed lighting, staff reports that the contractor will provide such services on a gratis basis for up to one year from the date of installation expiring in February 2017. These gratis services include making adjustments to the lighting schedule, programming

lighting requests from third parties, as well as special circumstances and other displays of recognition. Also included in these gratis services is correcting color lighting themes and issues resulting from the lighting system not operating as expected. Normally, the contractor would assess a \$200 fee to cover such services for up to two hours per visit.

As previously reported, fiscal impacts with adopting this revised policy include staff time to process lighting requests.

ALTERNATIVES

1. Direct staff to convert this policy into an administrative policy;
2. Modify attached policy; or
3. Provide other direction to staff

Prepared by:



Michael Thomas, Graduate Intern

Reviewed by:



Al Bito, Deputy City Manager

Reviewed by:



Todd Capurso, Public Works Director

Approved by:



Mark Linder, City Manager

ATTACHMENTS:

1. Water Tower Lighting Resolution
2. First Draft Water Tower Lighting Council Policy
3. Redlined Draft Water Tower Lighting Council Policy
4. Revised Draft Water Tower Lighting Council Policy
5. Council Report, April 19, 2016 (Without Attachments)
6. Council Report, May 17, 2016 (Without Attachments)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL
ADOPTING THE LIGHTING POLICY FOR THE CAMPBELL WATER TOWER**

WHEREAS, the City installed energy efficient, multi-color LED light fixtures for its Water Tower on January 28, 2016; and

WHEREAS, new LED light fixtures allow for color themed lighting to be programmed to automatically illuminate its Water Tower; and

WHEREAS, the City of Campbell desires to establish procedures for specialty lighting related to observed holidays, City-sponsored events, community events, special circumstances and other instances of recognition;

NOW, THEREFORE, BE IT RESOLVED; that the City Council of the City of Campbell hereby adopts the established procedures for lighting the Campbell Water Tower.

PASSED AND ADOPTED this 7th day of June 2016, by the following roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

APPROVED:

Jason T. Baker, Mayor

ATTEST:

Wendy Wood, City Clerk

Campbell Water Tower Lighting Policy (First Draft)

Purpose: The purpose of this policy is to establish protocols for themed lighting of the Campbell Water Tower. Specifically, this policy addresses the following situations:

- a) Responsibility
- b) National holidays and City-sponsored events
- c) Third Party Requests
- d) Special events and other displays of recognition

Responsibility:

The Mayor or his / her designee is responsible for determining the color themes in which to illuminate the Water Tower, and may consider special lighting requests on a case-by-case basis.

Dates and Duration of Illumination

The Water Tower may be illuminated for national holidays and City-sponsored events, as well as special events and other instances of recognition on a case-by-case basis as determined by the Mayor or his or her designee. The following table lists annual community events and national holidays recognized by the City and serves as a standing list that can be amended as needed:

Event	Date	Type	Color(s)
New Year's Day	January 1	Federal Holiday	TBD
Valentine's Day & Fun Run	February 14	National / City Event	Red & White
St. Patrick's Day	March 17	National Event	Green
Bunnies & Bonnets Parade	Late March / Early April	DCBA Event	Pastels of Purple, White, Pink, Green and / or Blue
Earth Day	April 22	National Event	Green & Blue
Boogie on the Avenue	Third Weekend in May	Chamber Event	Purple, Gold, Green, and White
Memorial Day	Last Monday in May	Federal Holiday	Red, White & Blue
Independence Day	July 4	Federal Holiday	Red, White & Blue
Labor Day	First Monday in September	Federal Holiday	Red, White & Blue
Oktoberfest	Third Weekend in October	Chamber Event	Orange, White and Black Sky Blue and White
Trick-or-Treat in Downtown	Friday before Halloween	DCBA Event	Orange, White and Black
Veteran's Day	November 11	Federal Holiday	Red, White & Blue
Thanksgiving	Fourth Thursday in November	Federal Holiday	Orange, Brown, Yellow and White
Holiday Season / Carol of Lights	December 15 through December 31	National Custom / DCBA Event	Red & Green

To the extent possible, the Building Maintenance Division of the Public Works Department will program themed lighting so that the Water Tower is illuminated automatically from sundown to sunrise as resources and staff schedules allow.

Notwithstanding the dates and special occasions referenced in this policy, the City's Water Tower will generally remain illuminated in white decorative lighting during evening and night time hours during the calendar year.

Themed lighting must not reflect religious organizations, orders, themes and / or events.

Third Party Requests:

Not-for-profit agencies, non-governmental organizations, public and private businesses are considered third parties that are not directly affiliated with the City of Campbell. These types of requests will generally not be accepted to preserve the unique occasions and frequency when the Water Tower is illuminated in themed colors. However, the Mayor and City Manager may consider requests at their discretion on a case-by-case basis within reason that benefit the community at-large.

If granted by the City, third party requests are subject, but not limited to the following terms:

- There is no automatic agreement renewal for lighting requests as third parties must submit requests for consideration each time they wish to illuminate the Water Tower.
- The applicant / contact on the original submitted request will receive written notification, stating a request's approval or denial via e-mail.
- The City of Campbell is under no obligation to provide specific feedback to any individual or organization regarding the status, merit and / or denial of its request.
- Lighting requests made via, or including, petitions and / or social media campaigns will not be considered.

In the event such requests are made, they must be submitted 30 days prior to the requested date.

Special Events and Other Displays of Recognition:

Any special events and other displays of recognition will be considered as needed by the Mayor or his or her designee on a very limited basis. Such examples can include, but are not limited to, displays of solidarity and celebrating local sports teams.

Campbell Water Tower Lighting Policy (Redlined)

Purpose: The purpose of this policy is to establish protocols for themed lighting of the Campbell Water Tower. Specifically, this policy addresses the following situations:

- a) Responsibility
- b) National holidays and events recognized by the City
- c) Third party requests
- d) Special events and other displays of recognition

Responsibility:

The City Council may consider special lighting requests by third parties on a case-by-case basis subject to a majority vote. The Mayor or his / her designee can ~~implement request is responsible for determining the color lighting themes in which to illuminate the Water Tower in special circumstances that occur between council meetings.~~

Dates and Duration of Illumination:

The Water Tower may be illuminated for federal holidays and ~~City-sponsored events recognized by the City as well as special events and other instances of recognition on a case-by-case basis as determined by the City Council~~ Mayor or his or her designee. The following table lists the federal holidays, annual events and color themes recognized by the City, and serves as a standing list that can be amended by the City Council as needed.

Event	Date*	Type	Color(s)
New Year's Day	January 1	Federal Holiday	White
Martin Luther King, Jr. Day	Third Monday in January	Federal Holiday	Red, White & Blue
Valentine's Day & Fun Run	February 14	National Custom / City Event	Red & White
Presidents' Day	Third Monday in February	Federal Holiday	Red, White & Blue
St. Patrick's Day	March 17	National Custom	Green
Bunnies & Bonnets Parade	Late March / Early April	City Event Community Event	Pastels of Purple, White, Pink, Green and / or Blue
Earth Day	April 22	National Event	Green & Blue
Memorial Day	Last Monday in May	Federal Holiday	Red, White & Blue
Independence Day	July 4	Federal Holiday	Red, White & Blue
Labor Day	First Monday in September	Federal Holiday	Red, White & Blue
Columbus Day	Second Monday in October	Federal Holiday	Red, White & Blue
Halloween	October 31	National Custom	Orange & White
Veteran's Day	November 11	Federal Holiday	Red, White & Blue
Thanksgiving	Fourth Thursday in November	Federal Holiday	Orange, Brown, Yellow and White
Holiday Season Christmas Day	December December 25	National Custom Federal Holiday	Red & Green or Red, White & Blue

*Dates for federal holidays will follow dates published in the federal holiday schedule.

To the extent possible, the Building Maintenance Division of the Public Works Department will program themed lighting so that the Water Tower is illuminated automatically from sundown to sunrise as resources and staff schedules allow.

Notwithstanding the dates and special occasions referenced in this policy, the City's Water Tower will generally remain illuminated in white decorative lighting during evening and night time hours during the calendar year. Themed lighting will last for one evening and overnight period from sunset to sunrise unless otherwise directed by the City Council. ~~or Mayor or his or her designee.~~ When the Water Tower is illuminated, themed lighting is to remain static and not rotate. Given technical challenges of replicating the color black, this color will not be included in any lighting theme unless otherwise directed by the City Council and Mayor.

Third Party Requests:

Not-for-profit agencies, non-governmental organizations, **as well as public individuals** and private businesses are considered third parties that are not directly affiliated with the City of Campbell. ~~These types of requests will generally not be accepted to preserve the unique occasions and frequency when the Water Tower is illuminated in themed colors. However, Third party requests should not be accepted, but the City Council Mayor and City Manager may consider third party requests at its their discretion on a case-by-case basis within reason that benefit the community at-large when placed on the regular meeting agenda subject to majority vote. Such requests must be made to the City Manager's Office and forwarded to the Council for consideration. Third party requests must be made from nationally recognized 501(c)(3) organizations per Internal Revenue Service policy.~~ Lighting requests including petitions and / or social media campaigns will not be considered.

Themed lighting must not reflect the following:

- Religious organizations, orders, themes and / or events.
- Ethnic, racial and gender-based organizations, themes and / or events
- For profit and private businesses and organizations

Third party requests must be submitted 30 days prior to the requested date and must include:

- The organization's name
- Description and reasons for request
- Desired date for illumination
- Desired color(s)
- ~~501 (c) (3) status~~

If granted by the City, third party requests are subject, but not limited to the following terms:

- There is no automatic agreement renewal for lighting requests as third parties must submit requests for consideration each time they wish to illuminate the Water Tower.
- The applicant / contact on the original submitted request will receive written notification, stating a request's approval or denial via e-mail.
- The City of Campbell is under no obligation to provide specific feedback to any individual or organization regarding the status, merit and / or denial of its request.
- ~~Lighting requests made via, or including, petitions and / or social media campaigns will not be considered. Moved to last sentence of page 2, paragraph 1.~~

Special Events **Circumstances** and Other Displays of Recognition:

Any special events and other displays of recognition will be considered as needed by the Mayor or his or her designee on a very limited basis. Such examples can include, but are not limited to, displays of solidarity (e.g. major tragedy) and celebrating local sports teams, as well as displays of recognition initiated by presidential action from the White House. Themed lighting for such instances is to last for one evening and overnight period from sunset to sunrise unless otherwise directed by the City Council.

Campbell Water Tower Lighting Policy (Revised)

Purpose: The purpose of this policy is to establish protocols for themed lighting of the Campbell Water Tower. Specifically, this policy addresses the following situations:

- a) Responsibility
- b) National holidays and events recognized by the City
- c) Third party requests
- d) Special events and other displays of recognition

Responsibility:

The City Council may consider special lighting requests by third parties on a case-by-case basis subject to a majority vote. The Mayor or his / her designee can implement color themes in which to illuminate the Water Tower in special circumstances that occur between council meetings.

Dates and Duration of Illumination:

The Water Tower may be illuminated for federal holidays and events recognized by the City as determined by the City Council. The following table lists the federal holidays, annual events and color themes recognized by the City, and serves as a standing list that can be amended by the City Council as needed.

Event	Date*	Type	Color(s)
New Year's Day	January	Federal Holiday	White
Martin Luther King, Jr. Day	January	Federal Holiday	Red, White & Blue
Valentine's Day & Fun Run	February 14	National Custom / City Event	Red & White
Presidents' Day	February	Federal Holiday	Red, White & Blue
St. Patrick's Day	March 17	National Custom	Green
Earth Day	April 22	National Event	Green & Blue
Memorial Day	May	Federal Holiday	Red, White & Blue
Independence Day	July	Federal Holiday	Red, White & Blue
Labor Day	September	Federal Holiday	Red, White & Blue
Columbus Day	October	Federal Holiday	Red, White & Blue
Halloween	October 31	National Custom	Orange
Veteran's Day	November	Federal Holiday	Red, White & Blue
Thanksgiving	November	Federal Holiday	Orange, Brown, Yellow and White
Christmas Day	December	Federal Holiday	Red & Green or Red, White & Blue

*Dates for federal holidays will follow dates published in the federal holiday schedule.

To the extent possible, the Building Maintenance Division of the Public Works Department will program themed lighting so that the Water Tower is illuminated automatically from sundown to sunrise as resources and staff schedules allow.

Notwithstanding the dates and special occasions referenced in this policy, the City's Water Tower will generally remain illuminated in white decorative lighting during evening and night time hours during the calendar year. Themed lighting will last for one evening and overnight period from sunset to sunrise unless otherwise directed by the City Council. When the Water Tower is illuminated, themed lighting is to remain static and not rotate. Given technical challenges of

replicating the color black, this color will not be included in any lighting theme unless otherwise directed by the City Council and Mayor.

Third Party Requests:

Not-for-profit agencies, non-governmental organizations, as well as individuals and businesses are considered third parties that are not directly affiliated with the City of Campbell. Third party requests should not be accepted, but the City Council may consider third party requests at its discretion on a case-by-case basis within reason that benefit the community at-large when placed on the regular meeting agenda subject to majority vote. Such requests must be made to the City Manager's Office and forwarded to the Council for consideration. Lighting requests made via, or including petitions and / or social media campaigns will not be considered.

Themed lighting must not reflect the following:

- Religious organizations, orders, themes and / or events.
- Ethnic, racial and gender-based organizations, themes and / or events
- For profit and private businesses and organizations

Third party requests must be submitted 30 days prior to the requested date and must include:

- The organization's name
- Description and reasons for request
- Desired date for illumination
- Desired color(s)

If granted by the City, third party requests are subject, but not limited to the following terms:

- There is no automatic agreement renewal for lighting requests as third parties must submit requests for consideration each time they wish to illuminate the Water Tower.
- The applicant / contact on the original submitted request will receive written notification, stating a request's approval or denial via e-mail.
- The City of Campbell is under no obligation to provide specific feedback to any individual or organization regarding the status, merit and / or denial of its request.

Special Circumstances and Other Displays of Recognition:

Any special events and other displays of recognition will be considered as needed by the Mayor or his or her designee on a very limited basis. Such examples can include, but are not limited to, displays of solidarity (e.g. major tragedy) and celebrating local sports teams, as well as displays of recognition initiated by presidential action from the White House. Themed lighting for such instances is to last for one evening and overnight period from sunset to sunrise unless otherwise directed by the City Council.



City Council Report

Item: 12.
Category: New Business
Date: April 19, 2016

TITLE: New Campbell Water Tower Lighting Policy (Resolution/Roll Call Vote)

RECOMMENDATION:

That the City Council adopt the attached resolution to approve the new policy on lighting the Campbell Water Tower.

BACKGROUND:

Under the direction of the Public Works Department, Building Maintenance Division, the City's lighting contractor installed 12 new energy efficient LED light fixtures around the Water Tower catwalk platform on January 28, 2016. These LED fixtures replaced the 15-year-old high output fluorescent fixtures, which were near the end of their useful service life. The new lighting system can produce up to 150 color combinations and has an expected useful life of up to twenty years.

Following successful installation and testing, the Water Tower was illuminated in gold light to celebrate the City's participation in the Super Bowl 50 Super Community program from February 1 through February 7, 2016.

The new lighting system will also save considerable energy. The lighting system requires a total of 0.72 kilowatts per hour of operation at 60 watts per fixture compared to 1.848 kilowatts per hour at 154 watts per fixture with the 12 fluorescent light fixtures. Daily energy usage with the LED fixtures at 12 hours per day drops from 22.2 kW to 8.64 kW. Monthly energy consumption drops from about 666 kW to 259 kW. Overall, energy consumption drops from 8,103 kW to 3,154 kW annually.

DISCUSSION:

As a result of the new Water Tower lighting system being able to provide a wide variety of color combinations, staff has drafted a lighting policy (Attachment 2) to establish protocols for lighting the tower. These protocols follow similar ones established by the City and County of San Francisco, which also illuminates its landmark city hall in various colors to commemorate special events throughout the year. The proposed policy would address the following:

1. Responsibility
2. Dates and duration of illumination
3. Color lighting themes
4. Third party requests
5. Special events and other displays of recognition

Responsibility

The Mayor or his/her designee is responsible for determining the color lighting theme(s) in which to illuminate the Water Tower, and may consider special lighting requests on a case-by-case basis.

Dates and Duration of Illumination

Staff has proposed a schedule of standing events and holidays recognized by the City with recommended complimentary color themes. The proposed schedule is included in the attached policy for consideration.

Building Maintenance Division staff has collaborated with the lighting contractor to program the Water Tower light fixtures so that the landmark is illuminated automatically from sundown to sunrise each day. This programming software includes an astronomical clock to ensure the landmark's lighting between sunset and sunrise each day by adjusting for changes in daylight hours throughout the year.

Color Lighting Themes

Color lighting themes can be programmed in advance of desired dates and times by the lighting contractor, and would be determined by the colors in the proposed lighting schedule. For most nights when the Water Tower is not illuminated in themed lighting, it will remain illuminated in white decorative lighting by default.

Third Party Requests

Not-for-profit agencies, non-governmental organizations, as well as public and private businesses are considered third parties that are not directly affiliated with the City of Campbell. Staff recommends that the Mayor or his / her designee not accept third party requests in order to preserve the unique quality of when the Water Tower is illuminated in themed colors. However, the Mayor and City Manager or their designee may consider such requests at their discretion on a case-by-case basis within reason that benefit the community at-large.

Special Events and Other Displays of Recognition

Staff recommends that lighting for special events (e.g., The Super Bowl) and other displays of recognition (e.g., gestures of solidarity) be considered as needed by the Mayor or his / her designee on a very limited basis and within reason that benefit the community at-large, and to maintain the unique quality during times when the Water Tower is illuminated in themed lighting.

FISCAL ANALYSIS

There are no fiscal impacts associated with the staff recommendation. However, it should be noted that the 12 new LED light fixtures result in projected cost savings of 61% due to reduced energy consumption compared to the florescent light fixtures that were replaced in January. These projections are based on the Water Tower being illuminated for 12 hours per day on the average. Twelve hours is used as a baseline number since it is assumed the Water Tower will not be illuminated for at least half a day. Furthermore, with the changes in the amount of sunlight throughout the year, it is assumed that the Water Tower will be illuminated half of the year with more darkness during the fall and winter and less in the spring and summer.

Based on the City's utility rate of 21 cents per kilowatt hour set by PG&E, the LED fixtures' consumption rate of 0.72 kW per hour, and assuming the Water Tower is illuminated for 12 hours each day, costs savings are projected to be 61%. The cost of lighting the Water Tower drops from \$4.66 per day to \$1.81 per day while monthly costs drop from \$139.86 to \$54.43 (Table 1). Overall, annual energy costs drop from \$1,701.00 to \$662.26 with the new LED light fixtures.

Table 1: Energy Costs Comparison*

	Per Hour	Per Day	Per Month	Per Year
Florescent Lights	\$ 0.39	\$4.66	\$139.86	\$1,701.00
LED Lights	\$ 0.15	\$1.81	\$ 54.43	\$662.26

*Costs based on PG&E utility rate of 21 cents per kilowatt hour

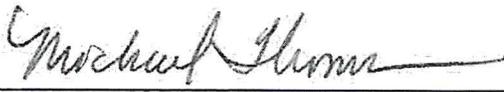
As part of the start-up process with the new light fixtures, which are maintenance free, the City's lighting contractor has provided complimentary programming services during three visits on a gratis basis since the new lighting system went online in January 2016. However, the start-up grace period has ended, and in the event special lighting needs are requested, the vendor would charge a fee of \$200 per visit to manually program custom themed lighting. This \$200 fee would cover such services for up to two hours per visit.

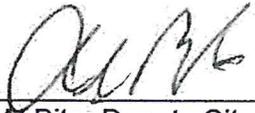
The lighting system is covered by a one year warranty that covers labor and materials. The light fixtures are covered by a comprehensive three-year warranty. The vendor would not charge a fee in the event there are issues with the lighting system that are covered by the warranty.

The programming software can be downloaded and staff can receive training on software usage. Staff members would then be able to program special color lighting themes. No service contract with the vendor exists or is needed.

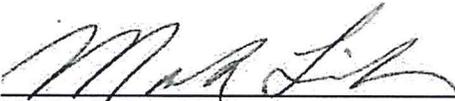
ALTERNATIVES

1. Direct staff to convert this policy into an administrative policy;
2. Modify attached policy; or
3. Provide other direction to staff

Prepared by: 
Michael Thomas, Graduate Intern

Reviewed by: 
Al Bito, Deputy City Manager

Reviewed by: 
Todd Capurso, Public Works Director

Approved by: 
Mark Linder, City Manager

ATTACHMENTS:

1. Water Tower Lighting Resolution
2. Draft Water Tower Lighting Council Policy



City Council Report

Item: 14.
Category: Old Business
Date: May 17, 2016

TITLE: Campbell Water Tower Lighting Policy (Resolution/Roll Call Vote)

RECOMMENDATION:

That the City Council adopt the attached resolution approving the lighting policy for the Campbell Water Tower.

BACKGROUND:

The City Council reviewed and discussed the proposed Water Tower lighting policy at its regular meeting of April 19, 2016. Council directed staff to amend the policy and return it to the City Council for approval.

DISCUSSION:

The revised policy (Attachment 4) reflects Council feedback. A redlined draft (Attachment 3) indicates which language was removed and added following Council discussion. Council directed staff to retain federal holidays and national events and customs on the standing list of events to be recognized by the City. Themed lighting is to last for only one evening from sundown to sunrise. The Council requested that lighting theme displays are to remain static and not rotate around the tower's tank. Given technical challenges of replicating the color black, this color will not be included in any lighting theme, unless otherwise directed by the City Council and Mayor.

The Council expressed interest in reviewing third party lighting requests in a formal meeting setting. Staff recommends limiting such requests to 501(c)(3) organizations that are not, and do not reflect:

- Religious organizations, orders, themes and / or events
- Ethnic, racial and gender-based organizations, themes and / or events
- For profit and private businesses and organizations

The City Attorney has informed staff that the federal government does recognize America's secular observance of the Christmas Day colors red and green, so long as religious symbols are not displayed on public property.

The proposed lighting policy provides that third party requests must be submitted 30 days prior to the requested date to be considered and are subject to terms established by the City. Requests made via petitions and / or social media campaigns will not be considered.

The staff report dated April 19, 2016 is included herein for reference purposes.

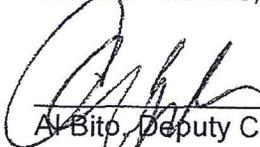
FISCAL IMPACTS

Fiscal impacts with adopting this revised policy include staff time to process lighting requests. In the event special lighting needs are requested, the vendor would charge a fee of \$200 per visit to manually program custom themed lighting. This \$200 fee would cover such services for up to two hours per visit.

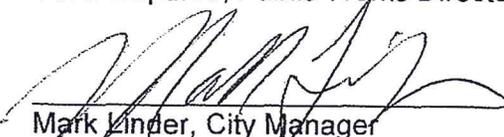
ALTERNATIVES

1. Direct staff to convert this policy into an administrative policy;
2. Modify attached policy; or
3. Provide other direction to staff

Prepared by: 
Michael Thomas, Graduate Intern

Reviewed by: 
Al Bito, Deputy City Manager

Reviewed by: 
Todd Capurso, Public Works Director

Approved by: 
Mark Linder, City Manager

ATTACHMENTS:

1. Water Tower Lighting Resolution
2. First Draft Water Tower Lighting Council Policy
3. Redlined Draft Water Tower Lighting Council Policy
4. Revised Draft Water Tower Lighting Council Policy
5. Council Report, April 19, 2016



City Council Report

Item: 12.
Category: Public Hearing
Date: June 7, 2016

TITLE Public Hearing to consider the application of Mike Paydar for a Planned Development Permit (PLN2015-305) for the approval of site configuration, architectural design, and to create lots which do not have frontage on a public street, Tentative Subdivision Map (PLN2015-306) to create five single family lots and one commonly owned lot, Zoning Map Amendment (PLN2015-307) to change the zoning from R-M (Multiple-Family Residential) to P-D (Planned Development), Parking Modification Permit (PLN2016-068) to allow uncovered parking in lieu of covered and Tree Removal Permit (PLN2015-310) to allow removal of protected trees on property located at 180 Redding Road. Staff is recommending that a Mitigated Negative Declaration (PLN2015-308) be adopted for this project.

RECOMMENDATION

The Planning Commission recommends that the City Council take the following actions:

1. **Adopt a Resolution**, incorporating the attached findings, recommending that the City Council adopt a Mitigated Negative Declaration (PLN2015-308);
2. **Adopt a Resolution**, incorporating the attached findings, recommending that the City Council approve a Zoning Map Amendment (PLN2015-307) to change the zoning district designation from R-M (Multiple-Family Residential) to P-D (Planned Development);
3. **Adopt a Resolution**, incorporating the attached findings, recommending that the City Council approve a Tentative Subdivision Map (PLN2015-306) to create five single family lots and one commonly owned lot, subject to the attached Conditions of Approval;
4. **Adopt a Resolution**, incorporating the attached findings, recommending that the City Council approve a Planned Development Permit (PLN2015-305) for site configuration resulting in the development of five units, architectural design, and creation of lots which do not have frontage on a public street, subject to the attached Conditions of Approval;
5. **Adopt a Resolution**, incorporating the attached findings, recommending that the City Council approve a Parking Modification Permit (PLN2016-068) to allow uncovered parking in lieu of covered, subject to the attached Conditions of Approval; and
6. **Adopt a Resolution**, incorporating the attached findings, recommending that the City Council approve a Tree Removal Permit (PLN2015-310) to allow for the removal of protected trees, subject to the attached Conditions of Approval.

BACKGROUND

Property Description: The project site consists of a single parcel located on Redding Road between White Oaks Road and S. Bascom Avenue (reference **Attachment 7** – Location Map). The 15,470 square foot (net area) lot is currently developed with one single-family residence that will be demolished as part of the proposed subdivision. Abutting land uses include a combination of two-unit and three-unit townhome rows to the north, two-unit townhome rows and single-family homes to the east, six-unit townhome rows to the south, and a single-family residence to the west.

Applicant's Proposal: The applicant is seeking approval of a five-unit subdivision, consisting of four 1,668 sq. ft. attached townhomes and one 1,960 sq. ft. single-family residence. Each unit would also have a 360 sq. ft. attached 2-car garage, and at least 300-feet of open space (reference **Attachment 8** – Revised Project Plans & Tentative Subdivision Map). The proposal requires a Planned Development Permit, Tentative Subdivision Map, Zoning Map Amendment, Parking Modification Permit and Tree Removal Permit. The site is currently developed with a single-family residence built in 1977 that will be demolished as part of the project.

DISCUSSION

Planning Commission Review: The Planning Commission held two public hearings on this item.

On April 12, 2016, the Planning Commission held its first hearing, taking comment from the project architect and neighboring residents. The Commission's discussion focused on the project's floor area ratio, setbacks, and trees as reflected in the meeting minutes (reference **Attachment 13**). After due consideration, the Planning Commission continued the item recommending that the applicant work with staff to reduce the project floor area, increase setbacks (with an emphasis on the rear of Unit 5), evaluate if additional trees along the rear property line of Unit 5 could be retained, and remove a requirement for the replacement species to be citrus.

On May 10, 2016, the Planning Commission held its second hearing, reviewing revised plans which reflected a reduction in the project floor area ratio (from 59.4% to 55.8%), increased setbacks throughout the entire site (including Unit 5), minor changes to the parcel lot sizes as a result of changes to the building footprints, and the retention of the two largest oak trees along the rear property line. At the public meeting, the applicant also agreed to retain a third oak tree (#12), which occurred along the southerly property line, and take special precautions when pruning or removing trees which had branches which were interwoven with trees located offsite. In its motion, the Planning Commission reflected both of these changes in the Tree Removal Permit and adopted Resolutions 4289 – 4294, on a 5-0-2 vote recommending that the City Council approve the project and adopt the draft Mitigated Negative Declaration.

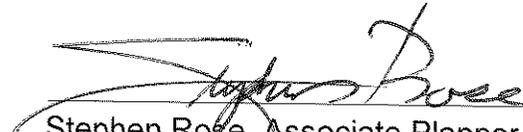
FISCAL IMPACTS

In addition to the entitlement application fees already paid, and permits fees required for building permit and off-site improvement review, the developer will contribute approximately \$33,478 in Park Impact Fees.

ALTERNATIVES

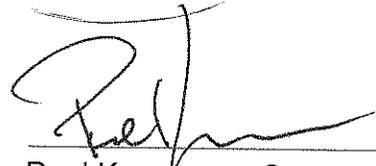
1. Approve the proposed project subject to additional and/or modified Conditions of Approval.
2. Continue for further review.
3. Deny the proposed project.

Prepared by:



Stephen Rose, Associate Planner

Reviewed by:



Paul Kermoyan, Community Development Director

Approved by:



Mark Linder, City Manager

Attachments:

1. Draft City Council Resolution (Mitigated Negative Declaration)
2. Draft City Council Ordinance (Zoning Map Amendment)
3. Draft City Council Resolution (Vesting Tentative Subdivision Map)
4. Draft City Council Resolution (Planned Development Permit)
5. Draft City Council Resolution (Parking Modification Permit)
6. Draft City Council Resolution (Tree Removal Permit)
7. Location Map
8. Revised Project Plans & Tentative Subdivision Map
9. Initial Study, Draft Mitigated Negative Declaration & MMRP
10. Arborist Report
11. SARC Memo - March 22, 2016
12. Planning Commission Staff Report ~ April 12, 2016
13. Planning Commission Minutes ~ April 12, 2016
14. Planning Commission Staff Report ~ May 10, 2016
15. Planning Commission Minutes ~ May 10, 2016

RESOLUTION NO. _____

BEING A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL ADOPTING A MITIGATED NEGATIVE DECLARATION (PLN2015-308) FOR A ZONING MAP AMENDMENT (PLN2015-307); TENTATIVE SUBDIVISION MAP (PLN2015-306); PLANNED DEVELOPMENT PERMIT (PLN2015-305), PARKING MODIFICATION PERMIT (PLN2016-068); AND TREE REMOVAL PERMIT (PLN2015-310), TO ALLOW THE DEVELOPMENT OF FIVE UNITS ON PROPERTY LOCATED AT **180 REDDING ROAD**.

After notification and public hearing, as specified by law, and after presentation by the Community Development Director, proponents and opponents, the City Council did determine that the adoption of a Mitigated Negative Declaration provides full and adequate environmental review for approval of a Zoning Map Amendment (PLN2015-307); Tentative Subdivision Map (PLN2015-306); Planned Development Permit (PLN2015-305); Parking Modification Permit (PLN2016-068); and Tree Removal Permit (PLN2015-310) to allow the development of five units on property located at **180 Redding Road**.

The City Council finds as follows with regard to recommended adoption of a Mitigated Negative Declaration (PLN2015-308):

Environmental Finding

1. An Initial Study has been prepared for the project which provides documentation for the factual basis for concluding that a Mitigated Negative Declaration may be adopted since no substantial evidence exists, in light of the whole record, that the project may have a significant effect on the environment as conditioned.

Evidentiary Findings

1. The proposed project ("project") includes a Planned Development Permit (PLN2015-305) for the approval of site configuration, architectural design and to create five residential lots which do not have frontage on a public street, Tentative Subdivision Map (PLN2015-306) to create five single family lots and one commonly owned lot, Zoning Map Amendment (PLN2015-307) to change the zoning from R-M (Multiple-Family Residential) to P-D (Planned Development), Parking Modification Permit (PLN2016-068) to allow uncovered parking in lieu of covered and Tree Removal Permit (PLN2015-310) to allow removal of protected trees.
2. The project site consists of a single rectangular parcel (15,470 sq. ft. net / 17,270 sq. ft. gross) located on Redding Road between White Oaks Road and S. Bascom Avenue.
3. The lot is currently developed with one single-family residence that will be demolished as part of the proposed subdivision.
4. Abutting land uses include a combination of two-unit and three-unit townhome rows to the north, two-unit townhome rows and single-family homes to the east, six-unit townhome rows to the south, and a single-family residence to the west.

5. The project site is zoned R-M (Residential Multifamily) as shown on the Campbell Zoning Map and will be rezoned to P-D (Planned Development).
6. The project site is designated Low-Medium Density Residential (6-13 Units / Gr. Acre) as shown on the Campbell General Plan Map.
7. The proposed residential land use, at a density of 12.6 units/gr. acre, is consistent with the allowable land use and maximum density permitted by the Low-Medium Density Residential General Plan land use designation.
8. The proposed Tentative Subdivision Map may be approved concurrently, and subject to a Planned Development Permit, and Zoning Map Amendment.
9. The project would be consistent with the following General Plan policies and strategies:
 - Policy LUT-3.1: Variety of Residential Densities: Provide land use categories for and maintenance of a variety of residential densities to offer existing and future residents of all income levels, age groups and special needs sufficient opportunities and choices for locating in Campbell.
 - Strategy LUT-5.2a: Neighborhood Compatibility: Promote new residential development and substantial additions that are designed to maintain and support the existing character and development pattern of the surrounding neighborhood, especially in historic neighborhoods and neighborhoods with consistent design characteristics.
 - Strategy LUT-9.3e: Building Materials: Encourage the use of long-lasting, high quality building materials on all buildings to ensure the long-term quality of the built environment.
 - Strategy LUT-17.1b: Landscaping: Ensure that new developments provide new tree plantings, shrubs, greenery and other landscaping materials, and preserve existing trees and shrubs.
10. The project proposes 15 parking spaces (10 covered, 5 uncovered), where 15 parking spaces (12.5 covered, 2.5 uncovered) are required which is allowed with the approval of the associated Parking Modification Permit (PLN2016-068) which allows for uncovered parking to be permitted in lieu of covered parking.
11. A draft Mitigation Monitoring and Reporting Program has been provided demonstrating the responsible party and phase of the project that each Mitigation Measure shall be carried out.

12. There are no responsible agencies or trustee agencies responsible for resources affected by the project.
13. On the basis of the Initial Study, and as supported by substantial evidence, the project will not have a significant effect on the environment due to the application of uniformly applicable development policies, and incorporation of project-specific mitigation measures agreed to by the project proponent, as specified by the draft Mitigated Negative Declaration.
14. The City of Campbell provided a Notice of Intent to adopt a Mitigated Negative Declaration to the public via the Campbell Express, the County Clerk, and on the City website.
15. The City of Campbell provided a 20-day public review period of the Mitigated Negative Declaration pursuant to the California Environmental Quality Act Guidelines. The 20-day public review period was from March 23, 2016 to August 12, 2016.
16. The mitigation measures identified in the Mitigated Negative Declaration are included as Conditions of Approval of the Planned Development Permit and/or Tentative Subdivision Map.

Based upon the foregoing findings of fact, the City Council further finds and concludes that:

1. The proposed development will clearly result in a more desirable environment and use of the land than would be possible under any other zoning district classification.
2. The proposed development will be compatible with the General Plan of the City and will aid in the harmonious development of the immediate area.
3. The proposed development will not result in allowing more residential units than would be allowed by other residential zoning districts, which are consistent with the General Plan designation of the property.
4. The proposed development will not be detrimental to the health, safety or welfare of the neighborhood or the City as a whole.
5. There is a reasonable relationship and a rough proportionality between the conditions of approval and the impacts of the project.
6. There is a reasonable relationship between the use of the fees imposed upon the project and the type of development project.
7. No substantial evidence has been presented from which a reasonable argument could be made that shows that the project, as currently presented and subject to the

required conditions of approval, will have a significant adverse impact on the environment.

8. The Mitigated Negative Declaration reflects the independent judgment and analysis of the City Council upon recommendation of the Planning Commission.
9. The Custodian of the Record for the Mitigated Negative Declaration and Initial Study is the Community Development Department of the City of Campbell, located at 70 North First Street, Campbell, California.

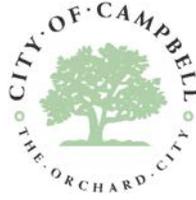
NOW, THEREFORE, BE IT RESOLVED that the City Council adopts a Mitigated Negative Declaration (PLN2015-308) (attached Exhibit "A") for a Zoning Map Amendment (PLN2015-307); Tentative Subdivision Map (PLN2015-306); Planned Development Permit (PLN2015-305); Parking Modification Permit (PLN2016-068); and Tree Removal Permit (PLN2015-310) to allow the development of five units on property located at **180 Redding Road**.

PASSED AND ADOPTED this _____ day of _____, 2016, by the following roll call vote:

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

APPROVED: _____
Jason T. Baker, Mayor

ATTEST: _____
Wendy Wood, City Clerk



CITY OF CAMPBELL
Community Development Department

MITIGATED NEGATIVE DECLARATION

The Community Development Director has reviewed the proposed project described below to determine whether it could have a significant effect on the environment as a result of the project completion. “Significant effect on the environment” means a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance.

- Project Title:** 180 Redding Road, Campbell CA 95008
- File Number(s):** Planned Development Permit (PLN2015-305) | Tentative Subdivision Map (PLN2015-306) | Zoning Map Amendment (PLN2015-307) | CEQA Review (PLN2015-308) | Tree Removal Permit (PLN2015-310) | Parking Modification Permit (PLN2016-068)
- Project Address:** 180 Redding Road, Campbell CA 95008
- Project Sponsor:** Mike Paydar
299 Redding Road, Campbell, CA 95008
- Existing Zoning:** R-M (Multiple-Family Residential)
Proposed Zoning: P-D (Planned Development)
- General Plan** *Low-Medium Density Residential (6-13 units/gr. acre)*
- Lead Agency:** City of Campbell, Community Development Department
70 N. First Street, Campbell, CA 95008
- Contact Person:** Stephen Rose, Associate Planner
(408) 866-2142 | stephenr@cityofcampbell.com
- Date Posted:** March 23, 2016
- Other public agencies whose approval is required:** None

Surrounding Land Uses / General Plan / Zoning:

North: Single-Family Residential / Low-Medium Den. Res. / P-D (Planned Development)

South: Single-Family Residential / Low-Medium Den. Res. / P-D (Planned Development)

East: Single-Family Residential / Low-Medium Den. Res. / P-D (Planned Development)

West: Single-Family Residential / Low-Medium Den. Res. / R-M (Residential Multifamily)

Project Description: The project is an application for a Tentative Subdivision Map to allow subdivision of the project site into five single-family residential parcels, ranging from approximately 1,197 to 2,136 square feet in area. The project also includes a common lot consisting of a single private street and driveway for the subdivision, which takes access the south side of Redding Road. Required land use entitlements for the project include a Planned Development Permit (PLN2015-305) for the approval of site configuration, architectural design and to create lots which do not have frontage on a public street, Tentative Subdivision Map (PLN2015-0306) to create five single family lots and one commonly owned lot, Zoning Map Amendment (PLN2015-0307) to change the zoning from R-M (Multiple-Family Residential) to P-D (Planned Development), Parking Modification Permit (PLN2016-68) (to allow uncovered parking in lieu of covered, and potentially a reduced number of parking spaces) and Tree Removal Permit (PLN2015-310) to allow removal of "protected trees".

Finding: The Community Development Director finds that the project described above will not have a significant effect on the environment in that the attached Initial Study identifies one or more potentially significant effects on the environment for which the project proponent, before public release of this draft Mitigated Negative Declaration, has made or agrees to make project revisions that clearly mitigate the effects to a less than significant level.

Mitigation Measures Included in the Project to Reduce Potentially Significant Environmental Effects to a Less Than Significant Level:

Mitigation Measure AIR-1: The project applicant shall ensure that construction plans include the BAAQMD Best Management Practices for fugitive dust control. The following will be required for all construction activities within the project area. These measures will reduce fugitive dust emissions primarily during soil movement, grading and demolition activities, but also during vehicle and equipment movement on unpaved project sites:

- a. Use dust-proof chutes for loading construction debris onto trucks.
- b. Water or cover stockpiles of debris, soil, and other materials that can be blown by the wind.
- c. Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two feet of freeboard.
- d. Sweep daily (with water sweepers) all paved access roads, parking areas, and staging areas at the construction site.
- e. Sweep streets daily (with water sweepers) if visible soil material is carried onto adjacent public streets, as directed by the City Engineer.
- f. Enclose, cover, water twice daily or, or apply (non-toxic) soil stabilizers to exposed stockpiles (dirt, sand, etc.).
- g. Install erosion control measures to prevent runoff from the project site.

Mitigation Measure CUL-1: If archaeological or paleontological resources are encountered during excavation or construction, construction personnel shall be instructed to immediately suspend all activity in the immediate vicinity of the suspected resources and the City and a licensed archeologist or paleontologist shall be contacted to evaluate the situation. A licensed archeologist or paleontologist shall be retained to inspect the discovery and make any necessary recommendations to evaluate the find under current CEQA guidelines prior to the submittal of a resource mitigation plan and monitoring program to the City for review and approval prior to the continuation of any on-site construction activity.

Mitigation Measure GEO-1: The applicant shall comply with the recommendations in the Geotechnical Investigation, dated January 7, 2016 by Wayne L. Ting C.E. (No. C46276) of Wayne Ting & Associates Incorporated. Such recommendations shall be incorporated into the project's final engineering design to minimize the damage from seismic shaking, unsuitable fill, and other geological deficiencies. The project shall use standard engineering techniques and conform to the requirements of the International Building Code to reduce the potential for seismic damage and risk to future occupants.

Mitigation Measure HAZ-1: Prior to issuance of a demolition permit, a qualified contractor shall assess the property for presence of Lead-based paint (LBP) and Asbestos containing building materials (ACBM), and if present, prepare a plan, to the satisfaction of the Building Official, to properly manage and dispose of such materials.

PUBLIC REVIEW PERIOD

Any person may file a written protest of the draft Mitigated Negative Declaration before 5:00 p.m. on **August 12, 2016**. Such protest must be filed at the Community Development Department, City Hall, 70 North First Street, Campbell, California. The written protest should make a "fair argument" that the project will have one or more significant effects on the environment based on substantial evidence.



Signature

Stephen Rose, Associate Planner
Printed Name

March 23, 2016

Date

City of Campbell
Agency

Encl: Initial Study
Mitigation Monitoring and Reporting Program



CITY OF CAMPBELL
Community Development Department

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measure	Monitoring Phase	Enforcement Agency	Monitoring Agency	Action Indicating Compliance	Verification of Compliance		
					Initials	Date	Remarks
Air Quality - AIR							
<p><i>Mitigation Measure AIR-1:</i> The project applicant shall ensure that construction plans include the BAAQMD Best Management Practices for fugitive dust control. The following will be required for all construction activities within the project area. These measures will reduce fugitive dust emissions primarily during soil movement, grading and demolition activities, but also during vehicle and equipment movement on unpaved project sites:</p> <ul style="list-style-type: none"> a. Use dust-proof chutes for loading construction debris onto trucks. b. Water or cover stockpiles of debris, soil, and other materials that can be blown by the wind. c. Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two feet of freeboard. d. Sweep daily (with water sweepers) all paved access roads, parking areas, and staging areas at the construction site. e. Sweep streets daily (with water sweepers) if visible soil material is carried onto adjacent public streets, as directed by the City Engineer. f. Enclose, cover, water twice daily or, or apply (non-toxic) soil stabilizers to exposed stockpiles (dirt, sand, etc.). g. Install erosion control measures to prevent runoff from the project site. 	Site Preparation and Construction	City of Campbell	Public Works Department and Building Division	Periodic Compliance Report			

Mitigation Measure	Monitoring Phase	Enforcement Agency	Monitoring Agency	Action Indicating Compliance	Verification of Compliance		
					Initials	Date	Remarks
Cultural Resources – CUL							
<i>Mitigation Measure CUL-1:</i> If archaeological or paleontological resources are encountered during excavation or construction, construction personnel shall be instructed to immediately suspend all activity in the immediate vicinity of the suspected resources and the City and a licensed archeologist or paleontologist shall be contacted to evaluate the situation. A licensed archeologist or paleontologist shall be retained to inspect the discovery and make any necessary recommendations to evaluate the find under current CEQA guidelines prior to the submittal of a resource mitigation plan and monitoring program to the City for review and approval prior to the continuation of any on-site construction activity.	Site Preparation and Construction	City of Campbell	Building Division	Periodic Compliance Report			
Hazards and Hazardous Materials - HAZ							
<i>Mitigation Measure HAZ-1:</i> Prior to issuance of a demolition permit, a qualified contractor shall assess the property for presence of Lead-based paint (LBP) and Asbestos containing building materials (ACBM), and if present, prepare a plan, to the satisfaction of the Building Official, to properly manage and dispose of such materials.	Prior to Issuance of Demolition Permit	City of Campbell	Building Division	Assessment Report by Qualified Contractor			

ORDINANCE NO. _____

BEING AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CAMPBELL APPROVING A ZONING MAP AMENDMENT (PLN2015-307) TO CHANGE THE ZONING DISTRICT DESIGNATION FROM R-M (MULTIPLE-FAMILY RESIDENTIAL) TO P-D (PLANNED DEVELOPMENT) FOR THE PROJECT LOCATED AT **180 REDDING ROAD**.

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

The City Council finds as follows with regard to the recommended approval of a Zoning Map Amendment (PLN2015-307):

Environmental Finding

1. An Initial Study has been prepared for the project which provides documentation for the factual basis for concluding that a Mitigated Negative Declaration may be adopted since no substantial evidence exists, in light of the whole record, that the project may have a significant effect on the environment as conditioned.

Evidentiary Findings

1. The proposed project ("project") includes a proposal for a Tentative Subdivision Map to allow subdivision of the project site into five single-family residential parcels, ranging from approximately 1,170 to 1,896 square feet in area. The project also includes a common lot consisting of a single private street and driveway for the subdivision, which takes access the south side of Redding Road. Required land use entitlements for the project include a Planned Development Permit (PLN2015-305) for the approval of site configuration, architectural design and to create lots which do not have frontage on a public street, Tentative Subdivision Map (PLN2015-0306) to create five single family lots and one commonly owned lot, Zoning Map Amendment (PLN2015-0307) to change the zoning from R-M (Multiple-Family Residential) to P-D (Planned Development), Parking Modification Permit (PLN2016-068) (to allow uncovered parking in lieu of covered) and Tree Removal Permit (PLN2015-310) to allow removal of protected trees.
2. The project site consists of a single rectangular parcel (15,470 sq. ft. net / 17,270 gross sq. ft.) located on Redding Road between White Oaks Road and S. Bascom Avenue.
3. The project site is zoned R-M (Residential Multifamily) as shown on the Campbell Zoning Map and will be rezoned to P-D (Planned Development).
4. The project site is designated Low-Medium Density Residential (6-13 Units / Gr. Acre) as shown on the Campbell General Plan Map.

5. The project site is bordered by Planned Development Zoning to the north, east and south, and further to the west with the exception of the abutting property to the west which has not yet been redeveloped.
6. The proposed residential project, at a density of 12.6 Units/Gr. Acre, is consistent with the allowable land use and maximum density permitted by the Low-Medium Density Residential General Plan land use designation and would be allowed in the P-D (Planned Development) Zoning District with the approval of a Planned Development Permit.
7. The proposed Planned Development Permit may be approved concurrently, and subject to, a Tentative Subdivision Map, and Zoning Map Amendment.

Based upon the foregoing findings of fact, the City Council further finds and concludes that:

8. The proposed amendment is consistent with the goals, policies, and actions of the General Plan.
9. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or general welfare of the city.
10. The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.
11. The parcel is physically suitable (including absence of physical constraints, access, compatibility with adjoining land uses, and provision of utilities) for the requested zoning designation(s) and anticipated land uses/project.

SECTION ONE: That this Ordinance be adopted to approve a Zoning Map Amendment (PLN2015-307) to amend the Zoning Map designation from R-M (Residential Multifamily) to P-D (Planned Development) for property located at **180 Redding Road**, as depicted by **Exhibit A**.

SECTION TWO: This Ordinance shall become effective thirty (30) days following its passage and adoption and shall be published, one time within fifteen (15) days upon passage and adoption in the Campbell Express, a newspaper of general circulation in the City of Campbell, County of Santa Clara.

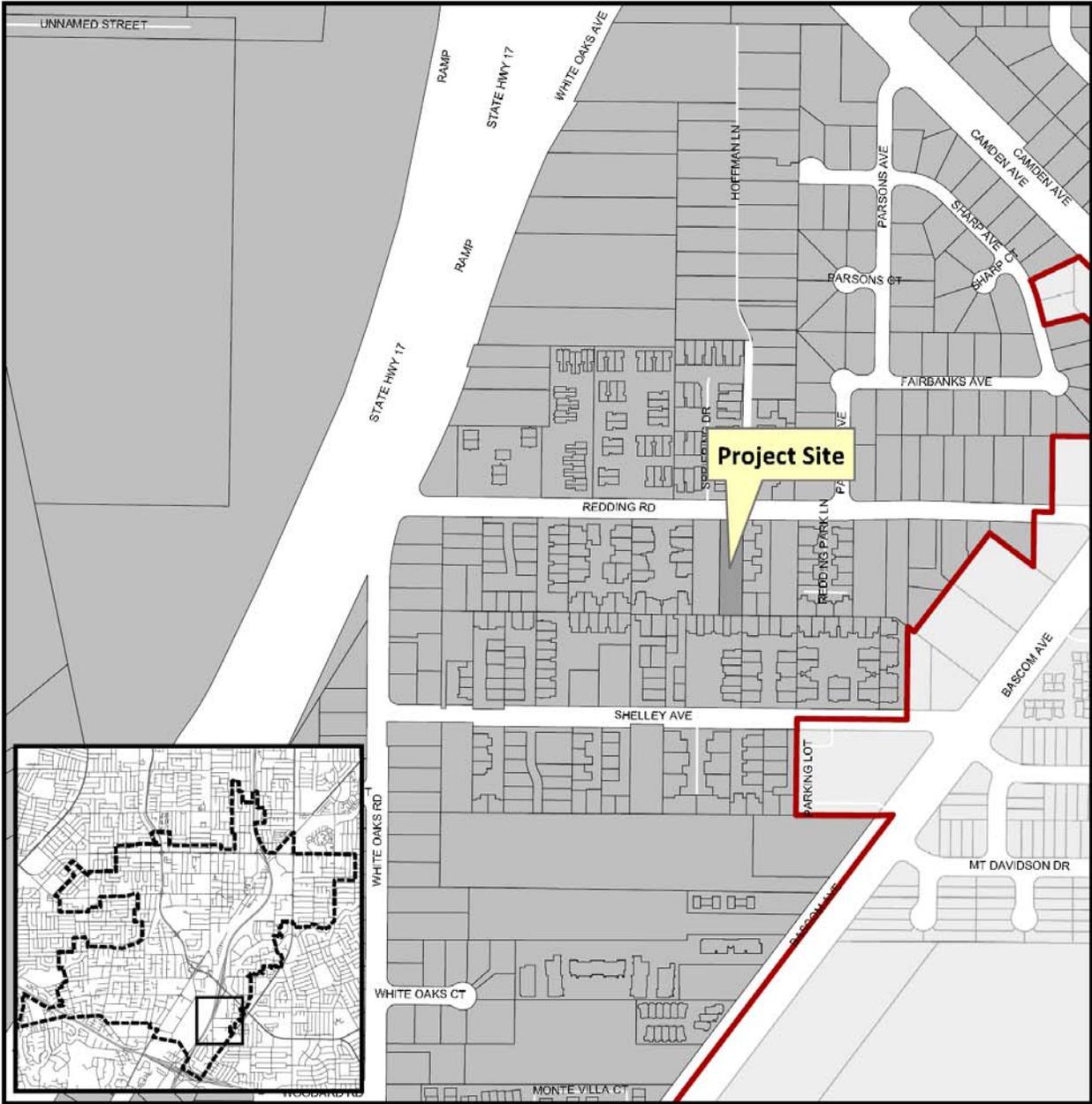
PASSED AND ADOPTED this _____ day of _____, 2016, by the following roll call vote:

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

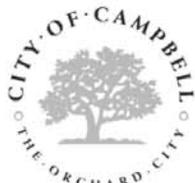
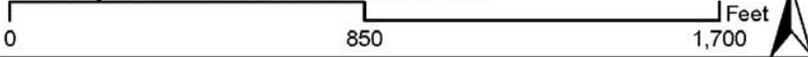
APPROVED: _____
Jason T. Baker, Mayor

ATTEST: _____
Wendy Wood, City Clerk

Project Location Map



Project Location: 180 Redding Road
Application Type: Planned Development Permit, Tentative Subdivision Map, Zoning Map Amendment, Tree Removal Permit, Parking Modification Permit
Planning File No.: PLN2015-305 thru 310, PLN2016-68
Description : Five unit subdivision.



Community Development Department
Planning Division

RESOLUTION NO. _____

BEING A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL APPROVING A TENTATIVE SUBDIVISION MAP (PLN2015-306) TO CREATE FIVE SINGLE-FAMILY LOTS AND ONE COMMONLY-OWNED LOT ON PROPERTY LOCATED AT **180 REDDING ROAD.**

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

The City Council finds as follows with regard to the recommended approval of a Tentative Subdivision Map (PLN2015-306):

Environmental Finding

1. An Initial Study has been prepared for the project which provides documentation for the factual basis for concluding that a Mitigated Negative Declaration may be adopted since no substantial evidence exists, in light of the whole record, that the project may have a significant effect on the environment as conditioned.

Evidentiary Findings

1. The proposed project ("project") includes a proposal for a Tentative Subdivision Map to allow subdivision of the project site into five single-family residential parcels, ranging from approximately 1,170 to 1,896 square feet in area. The project also includes a common lot consisting of a single private street and driveway for the subdivision, which takes access the south side of Redding Road. Required land use entitlements for the project include a Planned Development Permit (PLN2015-305) for the approval of site configuration, architectural design and to create lots which do not have frontage on a public street, Tentative Subdivision Map (PLN2015-0306) to create five single family lots and one commonly owned lot, Zoning Map Amendment (PLN2015-0307) to change the zoning from R-M (Multiple-Family Residential) to P-D (Planned Development), Parking Modification Permit (PLN2016-068) (to allow uncovered parking in lieu of covered) and Tree Removal Permit (PLN2015-310) to allow removal of protected trees.
2. The project site consists of a single rectangular parcel (15,470 sq. ft. net / 17,270 gross sq. ft.) located on Redding Road between White Oaks Road and S. Bascom Avenue.
3. The project site is zoned R-M (Residential Multifamily) as shown on the Campbell Zoning Map and will be rezoned to P-D (Planned Development).
4. The project site is designated Low-Medium Density Residential (6-13 Units / Gr. Acre) as shown on the Campbell General Plan Map.
5. The proposed residential project, at a density of 12.6 Units/Gr. Acre, is consistent with the allowable land use and maximum density permitted by the Low-Medium Density Residential General Plan land use designation and would be allowed in the P-D

(Planned Development) Zoning District with the approval of a Planned Development Permit.

6. The proposed Planned Development Permit may be approved concurrently, and subject to, a Tentative Subdivision Map, and Zoning Map Amendment.
7. The proposed Tentative Subdivision Map (PLN2015-306) may be approved concurrently, and subject to a Planned Development Permit (PLN2015-305), Zoning Map Amendment (PLN2015-307), and Tree Removal Permit (PLN2015-310).
8. The proposed Tentative Subdivision Map will allow creation of privately held parcels for fee title ownership as well as a common parcel to be improved with a private roadway, guest parking spaces, fire truck access, and landscaping.
9. The Tentative Subdivision Map has been distributed to local agencies, including Pacific Gas and Electric, West Valley Sanitation District, Santa Clara Valley Transportation Authority and the Santa Clara Valley Water District. As of the writing of this staff report, none of these agencies raised any concerns about providing services to the proposed lots.
10. The provisions of the Covenants, Conditions and Restrictions are necessary to ensure the long-term property maintenance and continued architectural integrity of the project.

Based upon the foregoing findings of fact, the City Council further finds and concludes that:

1. The proposed Tentative Subdivision Map is consistent with the General Plan and Zoning Ordinance of the City.
2. The proposed Tentative Subdivision Map does not impair the balance between the housing needs of the region and the public service needs of its residents and available fiscal and environmental resources.
3. The design of the Tentative Subdivision Map provides, to the extent feasible, for future passive or natural heating and cooling opportunities.
4. The development and uses will be compatible with the General Plan of the City and will aid in the harmonious development of the immediate area.
5. There is a reasonable relationship and a rough proportionality between the Conditions of Approval and the impacts of the project.
6. There is a reasonable relationship between the use of the fees imposed upon the project and the type of development project.

7. No substantial evidence has been presented from which a reasonable argument could be made that shows that the project, as currently presented and subject to the required Conditions of Approval, will have a significant adverse impact on the environment.

THEREFORE, BE IT RESOLVED that the City Council approves a Tentative Parcel Map (PLN2015-36) for the Project located at **180 Redding Road**, subject to the attached Conditions of Approval (attached Exhibit "A").

PASSED AND ADOPTED this _____ day of _____, 2016, by the following roll call vote:

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

APPROVED: _____
Jason T. Baker, Mayor

ATTEST: _____
Wendy Wood, City Clerk

CONDITIONS OF APPROVAL
Tentative Subdivision Map (PLN2015-306)

Where approval by the Director of Community Development, City Engineer, Public Works Director, City Attorney or Fire Department is required, that review shall be for compliance with all applicable conditions of approval, adopted policies and guidelines, ordinances, laws and regulations and accepted engineering practices for the item under review. Additionally, the applicant is hereby notified that he/she is required to comply with all applicable Codes or Ordinances of the City of Campbell and the State of California that pertain to this development and are not herein specified.

COMMUNITY DEVELOPMENT DEPARTMENT

Planning Division

1. Approved Project: Approval is granted for a Tentative Subdivision Map (PLN2015-306) to subdivide a parcel into five developable parcels and one common lot, subject to approval of a Zoning Map Amendment (PLN2015-307) to allow a P-D zoning designation, on property located at **180 Redding Road**. The project shall substantially conform to the Tentative Subdivision Map dated March 30, 2016 except as may be modified by the Conditions of Approval herein.
2. Approval Expiration: The Tentative Subdivision Map approval is valid for a period of two years from the date of final City Council approval unless an extension is granted prior to the expiration date. Recordation of a Tract Map must occur within this two-year period.
3. Tract Map: The Planned Development Permit approval is contingent upon recordation of the Tract Map to divide the subject property. The Tract Map shall be recorded prior to the issuance of building or grading permits.
4. Indemnity: If determined necessary by the Community Development Director, the applicant shall enter into an agreement satisfactory to the City Attorney to indemnify and defend the City of Campbell, its officers, officials, employees, and agents from any and all actions, liabilities, losses, and torts, including attorney's fees arising out of or connected unto any challenge to the decision of the City Council on this application. Such agreement shall be executed within the 30 days of the Community Development Director's decision to require it.
5. Planned Development Permit: The Tentative Subdivision Map is contingent upon approval of the Planned Development Permit (PLN2015-305). A Tract Map may not be recorded if the Planned Development Permit expires or is revoked by the City Council.
6. Park Impact Fee: A park impact fee is due upon development of the site, based on the development density ranging from 6 < 13 Units per Gross Acre (Low/Medium Density), less credit for one legally constructed unit. Prior to recordation of the Tract Map, 75% of this fee is due. The remaining 25% is due prior to issuance of a certificate of building occupancy. The fee is currently set at \$10,185 per unit. This fee is subject to change and the fee in effect at the time of payment shall be the fee due.

7. Planning Mitigation Monitoring Fee: Prior to issuance of a demolition permit, the applicant shall pay a **\$1,000.00** deposit to cover the actual staff cost to ensure compliance with the mitigation monitoring.
8. Equal Access: As codified within the project's CC&Rs, the Home Owners Association shall maintain equal access to all common facilities and amenities for all residents (renters and homeowners) of the project.
9. CEQA Mitigation Measures:

The following measures shall be implemented pursuant to the Mitigated Negative Declaration:

Mitigation Measure AIR-1: The project applicant shall ensure that construction plans include the BAAQMD Best Management Practices for fugitive dust control. The following will be required for all construction activities within the project area. These measures will reduce fugitive dust emissions primarily during soil movement, grading and demolition activities, but also during vehicle and equipment movement on unpaved project sites:

- a. Use dust-proof chutes for loading construction debris onto trucks.
- b. Water or cover stockpiles of debris, soil, and other materials that can be blown by the wind.
- c. Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two feet of freeboard.
- d. Sweep daily (with water sweepers) all paved access roads, parking areas, and staging areas at the construction site.
- e. Sweep streets daily (with water sweepers) if visible soil material is carried onto adjacent public streets, as directed by the City Engineer.
- f. Enclose, cover, water twice daily or, or apply (non-toxic) soil stabilizers to exposed stockpiles (dirt, sand, etc.).
- g. Install erosion control measures to prevent runoff from the project site.

Mitigation Measure CUL-1: If archaeological or paleontological resources are encountered during excavation or construction, construction personnel shall be instructed to immediately suspend all activity in the immediate vicinity of the suspected resources and the City and a licensed archeologist or paleontologist shall be contacted to evaluate the situation. A licensed archeologist or paleontologist shall be retained to inspect the discovery and make any necessary recommendations to evaluate the find under current CEQA guidelines prior to the submittal of a resource mitigation plan and monitoring program to the City for review and approval prior to the continuation of any on-site construction activity.

Mitigation Measure GEO-1: The applicant shall comply with the recommendations in the Geotechnical Investigation, dated January 7, 2016 by Wayne L. Ting C.E. (No. C46276) of Wayne Ting & Associates Incorporated. Such recommendations shall be incorporated into the project's final engineering design to minimize the

damage from seismic shaking, unsuitable fill, and other geological deficiencies. The project shall use standard engineering techniques and conform to the requirements of the International Building Code to reduce the potential for seismic damage and risk to future occupants.

Mitigation Measure HAZ-1: Prior to issuance of a demolition permit, a qualified contractor shall assess the property for presence of Lead-based paint (LBP) and Asbestos containing building materials (ACBM), and if present, prepare a plan, to the satisfaction of the Building Official, to properly manage and dispose of such materials.

10. Utility Boxes and Back-Flow Preventers: The applicant shall submit a plan prior to installation of the underground PG&E utility (transformer) boxes and San Jose Water Company back-flow preventers, indicating the location of the boxes for approval by the Community Development Director.
11. Pad Certification: Following site grading and prior to preparation of individual building pad forms, the following improvements shall be certified by a licensed land surveyor and reviewed by the Community Development Director to determine consistency with the approved plan (grade, pad and drainage).
12. Residential Address Identification: The applicant shall submit a detail sheet showing uniform residential address identification material type and location on the building wall for review and approval by the Community Development prior to the issuance of Building Permits. In order to obtain approval, numbers or addresses shall be placed on all new and existing buildings in such a position as to be plainly visible and legible from the street or road fronting the property. Additionally, number material and color is required to contrast with their background.
13. Property Maintenance: The property is to be maintained free of any combustible trash, debris, and weeds until the time that actual construction commences. Any vacant existing structures shall be secured, by having windows boarded up and doors sealed shut, or be demolished or removed from the property (California Fire Code, 2013 Edition).
14. Stormwater and Grading Requirements: The project shall comply with City stormwater and grading requirements (CMC Sec. 20.80.020, 21.16.100, and 14.02), as more specifically itemized in the Public Works Department Conditions of Approval for the Tentative Subdivision Map.
15. Construction Activity: The following standards shall apply to construction of the project:
 - *Construction Hours (CMC 18.04.052):* Construction activity shall be limited to the hours of eight a.m. and five p.m. daily, Monday through Friday. Saturday hours of construction shall be nine a.m. and four p.m. There shall be no construction activity on Sundays or National Holidays.

- *Construction Noise (CMC 18.04.052)*: No loud environmentally disruptive noise over fifty dbs., such as air compressors without mufflers, continuously running motors or generators, loud playing musical instruments or radios will be allowed during the authorized hours of construction, Monday through Saturday, where such noise may be a nuisance to adjacent residential neighbors. Such nuisances shall be discontinued.
- *Contractor Contact Information Posting*: The project site shall be posted with the name and contact number of the lead contractor in a location visible from the public street prior to issuance of building permits.

PUBLIC WORKS DEPARTMENT

16. Subdivision Map: Prior to issuance of any grading or building permits for the project, the applicant shall submit a Subdivision Map for recordation upon approval by the City, pay various fees/deposits and submit the map in a digital format acceptable to the City.
17. Vacation of Public Easement: Tract Map No. 179 which created this lot also created a 25 foot "Building Line" to enforce building setbacks when this property was still in the County. If it is the applicant's intent to take advantage of the less restrictive R-1-6 20 foot front setback, then the existing Building Line needs to be vacated / abandoned by City Council. Prior to issuance of any grading or building permits for the site, the applicant would need to fully complete the street vacation process, including approval by the City Council.
18. Monumentation for Subdivision Map: Prior to recordation of the Subdivision Map, the applicant shall provide a cash deposit (100% of the monument estimate) for setting all monuments shown on the map. Monuments shall be set per section 20.76.010 of the Campbell Municipal Code including but not limited to setting permanent pipe monuments (three-fourths inch galvanized steel pipe two feet long approximately six inches below finished grade) at each boundary of all lot corners within a subdivision, along the exterior boundary lines at intervals of approximately five hundred feet and at all beginning of curves and ending of curves on property lines, and monument boxes at intersections of all street monument line tangents.
19. Demolition: Prior to recordation of the Subdivision Map, the applicant shall obtain a demolition permit and remove any nonconforming structures.
20. Soils Report: Upon submittal of the Subdivision Map, applicant shall provide a soils report prepared by a registered geotechnical or civil engineer.
21. Grading and Drainage Plan: Prior to recordation of the Subdivision Map, the applicant shall conduct hydrology studies based on a ten-year storm frequency, prepare an engineered grading and drainage plan, and pay fees required to obtain necessary grading permits. Prior to occupancy, the design engineer shall provide written

certification that the development has been built per the engineered grading and drainage plans.

22. Storm Drain Area Fee: Prior to recordation of the Subdivision Map, the applicant shall pay the required Storm Drain Area fee, currently set at **\$2,120.00** per net acre, which is **\$721.00**.

23. Stormwater Pollution Prevention Measures: Prior to issuance of any grading or building permits, the applicant shall comply with the National Pollution Discharge Elimination System (NPDES) permit requirements, Santa Clara Valley Water District requirements, and the Campbell Municipal Code regarding stormwater pollution prevention. The primary objectives are to improve the quality and reduce the quantity of stormwater runoff to the bay.

Resources to achieve these objectives include *Stormwater Best Management Practices Handbook for New Development and Redevelopment* ("CA BMP Handbook") by the California Stormwater Quality Association (CASQA), 2003; *Start at the Source: A Design Guidance Manual for Stormwater Quality Protection* ("Start at the Source") by the Bay Area Stormwater Management Agencies Association (BASMAA), 1999; and *Using Site Design Techniques to Meet Development Standards for Stormwater Quality: A Companion Document to Start at the Source* ("Using Site Design Techniques") by BASMAA, 2003.

24. Tree Removals: To accommodate the required street improvements one street tree will be removed as part of this project. A new street tree will be installed to replace the tree removed.

25. Utilities: Utility locations shall not cause damage to any existing street trees. Where there are utility conflicts due to established tree roots or where a new tree will be installed, alternate locations for utilities shall be explored. Include utility trench details where necessary.

26. Water Meters and Sewer Cleanouts: Existing and proposed water meters and sewer cleanouts shall be relocated or installed on private property behind the public right-of-way line.

27. Utility Coordination Plan: Prior to recordation of the Subdivision Map, the applicant shall submit a utility coordination plan and schedule for approval by the City Engineer for installation and/or abandonment of all utilities. The plan shall clearly show the location and size of all existing utilities and the associated main lines; indicate which utilities and services are to remain; which utilities and services are to be abandoned, and where new utilities and services will be installed. Joint trenches for new utilities shall be used whenever possible.

28. Pavement Restoration: Based on the utility coordination plan, the applicant shall prepare a pavement restoration plan for approval by the City Engineer prior to any utility installation or abandonment. Streets that have been reconstructed or overlaid within the

previous five years will require boring and jacking for all new utility installations. El Caminito Avenue has not been reconstructed or overlaid in the last 5 years. The pavement restoration plan shall indicate how the street pavement shall be restored following the installation or abandonment of all utilities necessary for the project.

29. Street Improvement Agreements / Plans / Encroachment Permit / Fees / Deposits: Prior to recordation of the Subdivision Map, the applicant shall execute a street improvement agreement, cause plans for public street improvements to be prepared by a registered civil engineer, pay various fees and deposits, post security and provide insurance necessary to obtain an encroachment permit for construction of the standard public street improvements, as required by the City Engineer. The plans shall include the following, unless otherwise approved by the City Engineer:
- a. Show location of all existing utilities within the new and existing public right of way.
 - b. Removal of existing driveway approach and necessary sidewalk, curb and gutter.
 - c. Installation of City approved street trees at 30 feet on center.
 - d. Installation of City standard curb, gutter, sidewalk and ADA compliant driveway approach. Installation of engineered structural pavement section to centerline, as required by the City Engineer.
 - e. Installation of asphalt concrete overlay per street pavement restoration plan for utility installation and/or abandonment, as required by the City Engineer.
 - f. Installation of service laterals for water, sanitary and storm drain utilities.
 - g. Installation of traffic control, stripes and signs.
 - h. Construction of conforms to existing public and private improvements, as necessary.
 - i. Submit final plans in a digital format acceptable to the City.
30. Street Improvements Completed for Occupancy and Building Permit Final: Prior to allowing occupancy of the last unit, the applicant shall have the required street improvements and pavement restoration installed and accepted by the City, and the design engineer shall submit as-built drawings to the City.
31. Maintenance of Landscaping: Owner(s), current and future, are required to maintain the landscaped park strip and tree wells in the public right of way. This includes, but is not limited to: trees, lawn, plantings, irrigation, etc. Trees shall not be pruned in a manner that would not allow the tree to grow to a mature height.
32. Utility Encroachment Permit(s): Separate City encroachment permits for the installation of utilities to serve the development will be required (including water, sewer, gas, electric, etc.). Applicant shall apply for and pay all necessary fees for utility encroachment permits for sanitary sewer, gas, water, electric and all other utility work.

33. Additional Street Improvements: Should it be discovered after the approval process that new utility main lines, extra utility work or other work is required to service the development, and should those facilities or other work affect any public improvements, the City may add conditions to the development/project/permit, at the discretion of the City Engineer, to restore pavement or other public improvements to the satisfaction of the City.

RESOLUTION NO. _____

BEING A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL APPROVING A PLANNED DEVELOPMENT PERMIT (PLN2015-305) FOR SITE CONFIGURATION RESULTING IN THE DEVELOPMENT OF FIVE UNITS, ARCHITECTURAL DESIGN, AND CREATION OF LOTS WHICH DO NOT HAVE FRONTAGE ON A PUBLIC STREET ON PROPERTY LOCATED AT **180 REDDING ROAD**.

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

The City Council finds as follows with regard to the recommended approval of a Planned Development Permit (PLN2015-305):

Environmental Finding

1. An Initial Study has been prepared for the project which provides documentation for the factual basis for concluding that a Mitigated Negative Declaration may be adopted since no substantial evidence exists, in light of the whole record, that the project may have a significant effect on the environment as conditioned.

Evidentiary Findings

1. The proposed project ("project") includes a Planned Development Permit (PLN2015-305) for the approval of site configuration, architectural design and to create five residential lots which do not have frontage on a public street, Tentative Subdivision Map (PLN2015-0306) to create five single family lots and one commonly owned lot, Zoning Map Amendment (PLN2015-307) to change the zoning from R-M (Multiple-Family Residential) to P-D (Planned Development), Parking Modification Permit (PLN2016-068) to allow uncovered parking in lieu of covered and Tree Removal Permit (PLN2015-310) to allow removal of protected trees.
2. The project site consists of a single rectangular parcel (15,470 sq. ft. net / 17,270 sq. ft. gross) located on Redding Road between White Oaks Road and S. Bascom Avenue.
3. The lot is currently developed with one single-family residence that will be demolished as part of the proposed subdivision.
4. Abutting land uses include a combination of two-unit and three-unit townhome rows to the north, two-unit townhome rows and single-family homes to the east, six-unit townhome rows to the south, and a single-family residence to the west.
5. The project site is zoned R-M (Residential Multifamily) as shown on the Campbell Zoning Map and will be rezoned to P-D (Planned Development).
6. The project site is designated Low-Medium Density Residential (6-13 Units / Gr. Acre) as shown on the Campbell General Plan Map.

7. The proposed residential land use, at a density of 12.6 units/gr. acre, is consistent with the allowable land use and maximum density permitted by the Low-Medium Density Residential General Plan land use designation.
8. The proposed Planned Development Permit may be approved concurrently, and subject to, a Tentative Subdivision Map, and Zoning Map Amendment.
9. The project would be consistent with the following General Plan policies and strategies:

Policy LUT-3.1: Variety of Residential Densities: Provide land use categories for and maintenance of a variety of residential densities to offer existing and future residents of all income levels, age groups and special needs sufficient opportunities and choices for locating in Campbell.

Strategy LUT-5.2a: Neighborhood Compatibility: Promote new residential development and substantial additions that are designed to maintain and support the existing character and development pattern of the surrounding neighborhood, especially in historic neighborhoods and neighborhoods with consistent design characteristics.

Strategy LUT-9.3e: Building Materials: Encourage the use of long-lasting, high quality building materials on all buildings to ensure the long-term quality of the built environment.

Strategy LUT-17.1b: Landscaping: Ensure that new developments provide new tree plantings, shrubs, greenery and other landscaping materials, and preserve existing trees and shrubs.

10. The project proposes 15 parking spaces (10 covered, 5 uncovered), where 15 parking spaces (12.5 covered, 2.5 uncovered) are required which is allowed with the approval of the associated Parking Modification Permit (PLN2016-068) which allows for uncovered parking to be permitted in lieu of covered parking.
11. A draft Mitigation Monitoring and Reporting Program has been provided demonstrating the responsible party and phase of the project that each Mitigation Measure shall be carried out.

Based upon the foregoing findings of fact, the City Council further finds and concludes that:

1. The proposed development will clearly result in a more desirable environment and use of the land than would be possible under any other zoning district classification.
2. The proposed development will be compatible with the General Plan of the City and will aid in the harmonious development of the immediate area.
3. The proposed development will not result in allowing more residential units than would be allowed by other residential zoning districts, which are consistent with the General Plan designation of the property.
4. The proposed development will not be detrimental to the health, safety or welfare of the neighborhood or the City as a whole.
5. There is a reasonable relationship and a rough proportionality between the Conditions of Approval and the impacts of the project.
6. There is a reasonable relationship between the use of the fees imposed upon the project and the type of development project.
7. No substantial evidence has been presented from which a reasonable argument could be made that shows that the project, as currently presented and subject to the required conditions of approval, will have a significant adverse impact on the environment.

THEREFORE, BE IT RESOLVED that the City Council approves a Planned Development Permit (PLN2015-305) for the Project located at **180 Redding Road**, subject to the attached Conditions of Approval (attached Exhibit "A").

PASSED AND ADOPTED this _____ day of _____, 2016, by the following roll call vote:

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

APPROVED: _____
Jason T. Baker, Mayor

ATTEST: _____
Wendy Wood, City Clerk

**CONDITIONS OF APPROVAL
Planned Development Permit (PLN2015-305)**

Where approval by the Director of Community Development, City Engineer, Public Works Director, City Attorney or Fire Department is required, that review shall be for compliance with all applicable conditions of approval, adopted policies and guidelines, ordinances, laws and regulations and accepted engineering practices for the item under review. Additionally, the applicant is hereby notified that he/she is required to comply with all applicable Codes or Ordinances of the City of Campbell and the State of California that pertain to this development and are not herein specified.

COMMUNITY DEVELOPMENT DEPARTMENT

Planning Division

1. Approved Project: Approval is granted for a Planned Development Permit (PLN2015-305) approving site configuration, architectural design, and the creation of five residential lots/units which do not have frontage on a public street, in conjunction with and subject to a Zoning Map Amendment (PLN2015-307) to allow a P-D zoning designation, Tentative Subdivision Map (PLN2015-306), Parking Modification Permit (PLN2016-068), and Tree Removal Permit (PLN2015-310) on property located at **180 Redding Road**. The project shall substantially conform to the Project Plans dated March 30, 2016 except as may be modified by the Conditions of Approval herein.
2. Planning Final Required: Planning Division clearance is required prior to Building Permit final.
3. Permit Expiration: The Planned Development Permit is valid for a period of two years from the date of final City Council approval. A building permit must be obtained within this two-year period or the Planned Development Permit shall be void.
4. Tract Map: The Planned Development Permit approval is contingent upon recordation of the Tract Map to divide the subject property. The Tract Map shall be recorded prior to the issuance of building or grading permits.
5. Indemnity: If determined necessary by the Community Development Director, the applicant shall enter into an agreement satisfactory to the City Attorney to indemnify and defend the City of Campbell, its officers, officials, employees, and agents from any and all actions, liabilities, losses, and torts, including attorney's fees arising out of or connected unto any challenge to the decision of the City Council on this application. Such agreement shall be executed within the 30 days of the Community Development Director's decision to require it.
6. Planned Development Permit: The Planned Development Permit (PLN2015-305) is contingent upon approval of the Tentative Subdivision Map (PLN2015-306). A Tract Map may not be recorded if the Planned Development Permit expires or is revoked by the City Council.

7. CEQA Mitigation Measures:

The following measures shall be implemented pursuant to the Mitigated Negative Declaration:

Mitigation Measure AIR-1: The project applicant shall ensure that construction plans include the BAAQMD Best Management Practices for fugitive dust control. The following will be required for all construction activities within the project area. These measures will reduce fugitive dust emissions primarily during soil movement, grading and demolition activities, but also during vehicle and equipment movement on unpaved project sites:

- a. Use dust-proof chutes for loading construction debris onto trucks.
- b. Water or cover stockpiles of debris, soil, and other materials that can be blown by the wind.
- c. Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two feet of freeboard.
- d. Sweep daily (with water sweepers) all paved access roads, parking areas, and staging areas at the construction site.
- e. Sweep streets daily (with water sweepers) if visible soil material is carried onto adjacent public streets, as directed by the City Engineer.
- f. Enclose, cover, water twice daily or, or apply (non-toxic) soil stabilizers to exposed stockpiles (dirt, sand, etc.).
- g. Install erosion control measures to prevent runoff from the project site.

Mitigation Measure CUL-1: If archaeological or paleontological resources are encountered during excavation or construction, construction personnel shall be instructed to immediately suspend all activity in the immediate vicinity of the suspected resources and the City and a licensed archeologist or paleontologist shall be contacted to evaluate the situation. A licensed archeologist or paleontologist shall be retained to inspect the discovery and make any necessary recommendations to evaluate the find under current CEQA guidelines prior to the submittal of a resource mitigation plan and monitoring program to the City for review and approval prior to the continuation of any on-site construction activity.

Mitigation Measure GEO-1: The applicant shall comply with the recommendations in the Geotechnical Investigation, dated January 7, 2016 by Wayne L. Ting C.E. (No. C46276) of Wayne Ting & Associates Incorporated. Such recommendations shall be incorporated into the project's final engineering design to minimize the damage from seismic shaking, unsuitable fill, and other geological deficiencies. The project shall use standard engineering techniques and conform to the requirements of the International Building Code to reduce the potential for seismic damage and risk to future occupants.

Mitigation Measure HAZ-1: Prior to issuance of a demolition permit, a qualified contractor shall assess the property for presence of Lead-based paint (LBP) and

Asbestos containing building materials (ACBM), and if present, prepare a plan, to the satisfaction of the Building Official, to properly manage and dispose of such materials.

8. Utility Boxes and Back-Flow Preventers: The applicant shall submit a plan prior to installation of the underground PG&E utility (transformer) boxes and San Jose Water Company back-flow preventers, indicating the location of the boxes for approval by the Community Development Director.
9. Pad Certification: Following site grading and prior to preparation of individual building pad forms, the following improvements shall be certified by a licensed land surveyor and reviewed by the Community Development Director to determine consistency with the approved plan (grade, pad and drainage).
10. Residential Address Identification: The applicant shall submit a detail sheet showing uniform residential address identification material type and location on the building wall for review and approval by the Community Development prior to the issuance of Building Permits. In order to obtain approval, numbers or addresses shall be placed on all new and existing buildings in such a position as to be plainly visible and legible from the street or road fronting the property. Additionally, number material and color is required to contrast with their background.
11. Property Maintenance: The property is to be maintained free of any combustible trash, debris, and weeds until the time that actual construction commences. Any vacant existing structures shall be secured, by having windows boarded up and doors sealed shut, or be demolished or removed from the property (California Fire Code, 2013 Edition).
12. Stormwater and Grading Requirements: The project shall comply with City stormwater and grading requirements (CMC Sec. 20.80.020, 21.16.100, and 14.02), as more specifically itemized in the Public Works Department Conditions of Approval for the Tentative Subdivision Map.
13. Construction Activity: The following standards shall apply to construction of the project:
 - *Construction Hours (CMC 18.04.052)*: Construction activity shall be limited to the hours of eight a.m. and five p.m. daily, Monday through Friday. Saturday hours of construction shall be nine a.m. and four p.m. There shall be no construction activity on Sundays or National Holidays.
 - *Construction Noise (CMC 18.04.052)*: No loud environmentally disruptive noise over fifty dbs., such as air compressors without mufflers, continuously running motors or generators, loud playing musical instruments or radios will be allowed during the authorized hours of construction, Monday through Saturday, where such noise may be a nuisance to adjacent residential neighbors. Such nuisances shall be discontinued.

- *Contractor Contact Information Posting*: The project site shall be posted with the name and contact number of the lead contractor in a location visible from the public street prior to issuance of building permits.

Building Division

14. Permits Required: A building permit application shall be required for each proposed new dwelling structure. The building permit shall include Electrical/Plumbing/Mechanical fees when such work is part of the permit.
15. Plan Preparation: This project requires plans prepared under the direction and oversight of a California licensed Engineer or Architect. Plans submitted for building permits shall be “wet stamped” and signed by the qualifying professional person.
16. Construction Plans: The Conditions of Approval shall be stated in full on the cover sheet of construction plans submitted for building permit.
17. Size of Plans: The minimum size of construction plans submitted for building permits shall be 24 inches by 36 inches.
18. Soils Report: Two copies of a current soils report, prepared to the satisfaction of the Building Official, containing foundation and retaining wall design recommendations shall be submitted with the building permit application. This report shall be prepared by a licensed engineer specializing in soils mechanics.
19. Site Plan: Application for building permit shall include a competent site plan that identifies property and proposed structures with dimensions and elevations as appropriate. Site plan shall also include site drainage details. Elevation bench marks shall be called out at all locations that are identified as “natural grade” and those that are “finished grade” and intended for use to determine the height of the proposed structure.
20. Foundation Inspections: A pad certificate prepared by a licensed civil engineer or land surveyor shall be submitted to the project building inspector upon foundation inspection. This certificate shall certify compliance with the recommendations as specified in the soils report and the building pad elevation and on-site retaining wall locations and elevations are prepared according to approved plans. Horizontal and vertical controls shall be set and certified by a licensed surveyor or registered civil engineer for the following items:
 - a. pad elevation
 - b. finish floor elevation (first floor)
 - c. foundation corner locations

21. Special Inspections: When a special inspection is required by C.B.C. Chapter 17, the architect or engineer of record shall prepare an inspection program that shall be submitted to the Building Official for approval prior to issuance of the building permits, in accordance with C.B.C Appendix 1, Section 106. Please obtain City of Campbell Special Inspection forms from the Building Inspection Division Counter.
22. Non-Point Source Pollution Control: The City of Campbell standard Santa Clara Valley Non-point Source Pollution Control Program specification sheet shall be part of plan submittal. The specification sheet (size 24" X 36") is available at the Building Division service counter.
23. Approvals Required: The project requires the following agency approval prior to issuance of the building permit:
- d. West Valley Sanitation District (378-2407)
 - e. Santa Clara County Fire Department (378-4010)
 - f. San Jose Water Company (408) 279-7900 (Customer Service)
 - g. Bay Area Air Quality Management District (Demolitions Only)
 - h. School District:
 - i. Campbell Union School District (378-3405)
 - ii. Campbell Union High School District (371-0960)
 - iii. Moreland School District (379-1370)
 - iv. Cambrian School District (377-2103)
- Note: To determine your district, contact the offices identified above. Obtain the School District payment form from the City Building Division, after the Division has approved the building permit application.*
24. P.G. & E.: The applicant is advised to contact P.G. &E. as early as possible in the approval process. Service installations, changes and/or relocations may require substantial scheduling time and can cause significant delays in the approval process. The applicant should also consult with P.G. & E. concerning utility easements, distribution pole locations and required conductor clearances.
25. California Green Building Code: This project is subject to the mandatory requirements for new residential structures (Chapter 4) under the California Green Building Code, 2013 edition.
26. Construction Fencing: This project shall be properly enclosed with construction fencing to prevent unauthorized access to the site during construction. The construction site shall be secured to prevent vandalism and/or theft during hours when no work is being done. All protected trees shall be fenced to prevent damage to root systems.
27. Build it Green: Applicant shall complete and submit a "Build it Green" inventory of the proposed new single family project prior to issuance of building permit.

28. Automatic Fire Sprinkler Systems: This project shall comply with Section R313 of the California Residential building Code 2013 edition, and be equipped with a complying Fire Sprinkler system.
29. Storm Water Requirements: Storm water run-off from impervious surface created by this permitted project shall be directed to vegetated areas on the project parcel. Storm water shall not drain onto neighboring parcels.
30. Title 24 Energy Compliance: California Title 24 Energy Compliance forms shall be blue-lined on the construction plans. 8½ X 11 calculations shall be submitted as well.

RESOLUTION NO. _____

BEING A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL APPROVING A PARKING MODIFICATION PERMIT (PLN2016-68) TO ALLOW UNCOVERED PARKING IN LIEU OF COVERED ON PROPERTY LOCATED AT **180 REDDING ROAD.**

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

The City Council finds as follows with regard to File No. PLN2016-68:

Environmental Finding

1. An Initial Study has been prepared for the project which provides documentation for the factual basis for concluding that a Mitigated Negative Declaration may be adopted since no substantial evidence exists, in light of the whole record, that the project may have a significant effect on the environment as conditioned.

Evidentiary Findings

1. The proposed project ("project") includes a Planned Development Permit (PLN2015-305) for the approval of site configuration, architectural design and to create five residential lots which do not have frontage on a public street, Tentative Subdivision Map (PLN2015-0306) to create five single family lots and one commonly owned lot, Zoning Map Amendment (PLN2015-307) to change the zoning from R-M (Multiple-Family Residential) to P-D (Planned Development), Parking Modification Permit (PLN2016-068) to allow uncovered parking in lieu of covered and Tree Removal Permit (PLN2015-310) to allow removal of protected trees.
2. The project site consists of a single rectangular parcel (15,470 sq. ft. net / 17,270 sq. ft. gross) located on Redding Road between White Oaks Road and S. Bascom Avenue.
3. The lot is currently developed with one single-family residence that will be demolished as part of the proposed subdivision.
4. Abutting land uses include a combination of two-unit and three-unit townhome rows to the north, two-unit townhome rows and single-family homes to the east, six-unit townhome rows to the south, and a single-family residence to the west.
5. The project site is zoned R-M (Residential Multifamily) as shown on the Campbell Zoning Map and will be rezoned to P-D (Planned Development).

6. The project site is designated Low-Medium Density Residential (6-13 Units / Gr. Acre) as shown on the Campbell General Plan Map.
7. The proposed residential land use, at a density of 12.6 units/gr. acre, is consistent with the allowable land use and maximum density permitted by the Low-Medium Density Residential General Plan land use designation.
8. The proposed Parking Modification Permit, may be approved concurrently, and subject to, a Tentative Subdivision Map, Planned Development Permit and Zoning Map Amendment.
9. The project would be consistent with the following General Plan policies and strategies:
 - Policy LUT-3.1: Variety of Residential Densities: Provide land use categories for and maintenance of a variety of residential densities to offer existing and future residents of all income levels, age groups and special needs sufficient opportunities and choices for locating in Campbell.
 - Strategy LUT-5.2a: Neighborhood Compatibility: Promote new residential development and substantial additions that are designed to maintain and support the existing character and development pattern of the surrounding neighborhood, especially in historic neighborhoods and neighborhoods with consistent design characteristics.
 - Strategy LUT-9.3e: Building Materials: Encourage the use of long-lasting, high quality building materials on all buildings to ensure the long-term quality of the built environment.
 - Strategy LUT-17.1b: Landscaping: Ensure that new developments provide new tree plantings, shrubs, greenery and other landscaping materials, and preserve existing trees and shrubs.
10. The project proposes 15 parking spaces (10 covered, 5 uncovered), where 15 parking spaces (12.5 covered, 2.5 uncovered) are required which is allowed with the approval of the associated Parking Modification Permit (PLN2016-068) which allows for uncovered parking to be permitted in lieu of covered parking.
11. The distribution of parking spaces by type (covered/uncovered) results in a more functional shared use of space for the five units and a more consistent single-family residential look and feel than would otherwise be achieved by a detached covered garage.

12. A draft Mitigation Monitoring and Reporting Program has been provided demonstrating the responsible party and phase of the project that each Mitigation Measure shall be carried out.

Based upon the foregoing findings of fact, the City Council further finds and concludes that:

1. Due to the unique nature and circumstances of the project, or special development features, the anticipated number (type) of parking spaces necessary to serve the use or structure is less than that required by the applicable off-street parking standards, and would be satisfied by the proposed number (type) of parking spaces.
2. Conditions of approval have been incorporated into the project to ensure the long-term adequacy of the provided off-street parking.
3. Approval of the parking modification permit will further the purpose of Campbell Municipal Code Chapter 21.28 (Parking and Loading).
4. There is a reasonable relationship and a rough proportionality between the Conditions of Approval and the impacts of the project.
5. No substantial evidence has been presented from which a reasonable argument could be made that shows that the project, as currently presented and subject to the required conditions of approval, will have a significant adverse impact on the environment.

THEREFORE, BE IT RESOLVED that the City Council approves a Parking Modification Permit (PLN2016-68) to allow uncovered parking in lieu of covered, subject to the attached recommended Conditions of Approval (attached **Exhibit A**).

PASSED AND ADOPTED this _____ day of _____, 2016, by the following roll call vote:

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

APPROVED: _____
Jason T. Baker, Mayor

ATTEST: _____
Wendy Wood, City Clerk

CONDITIONS OF APPROVAL
Parking Modification Permit (PLN2016-68)

Where approval by the Director of Community Development, City Engineer, Public Works Director, City Attorney or Fire Department is required, that review shall be for compliance with all applicable conditions of approval, adopted policies and guidelines, ordinances, laws and regulations and accepted engineering practices for the item under review. Additionally, the applicant is hereby notified that he/she is required to comply with all applicable Codes or Ordinances of the City of Campbell and the State of California that pertain to this development and are not herein specified.

COMMUNITY DEVELOPMENT DEPARTMENT

Planning Division

1. Approved Project: Approval is granted for a Parking Modification Permit (PLN2016-068) to allow uncovered parking in lieu of covered, in conjunction with and subject to a Planned Development Permit (PLN2015-305) approving site configuration, architectural design, and the creation of five residential lots/units which do not have frontage on a public street, in conjunction with and subject to a Zoning Map Amendment (PLN2015-307) to allow a P-D zoning designation, Tentative Subdivision Map (PLN2015-306), and Tree Removal Permit (PLN2015-310) on property located at **180 Redding Road**. The project shall substantially conform to the Project Plans dated March 30, 2016 except as may be modified by the Conditions of Approval herein.
2. Planning Final Required: Planning Division clearance is required prior to Building Permit final.
3. Approval Expiration: The Parking Modification Permit approval is valid for a period of two years from the date of final City Council approval unless an extension is granted prior to the expiration date. A building permit must be obtained within this two-year period or the Parking Modification Permit shall be void.
4. Parking: Prior to occupancy, fifteen (ten covered and five uncovered) residential parking spaces shall be provided. Uncovered parking spaces shall be adequately striped in the locations shown on the Project Plans, and employ signage to indicate adequate signage to signify the total number and availability to guests of all units at all times to the satisfaction of the Director of Community Development.

RESOLUTION NO. _____

BEING A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL APPROVING A TREE REMOVAL PERMIT (PLN2015-310) TO ALLOW FOR THE REMOVAL OF PROTECTED TREES ON PROPERTY LOCATED AT **180 REDDING ROAD.**

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

Environmental Finding

1. An Initial Study has been prepared for the project which provides documentation for the factual basis for concluding that a Mitigated Negative Declaration may be adopted since no substantial evidence exists, in light of the whole record, that the project may have a significant effect on the environment as conditioned.

Evidentiary Findings

1. The proposed project ("project") includes a Planned Development Permit (PLN2015-305) for the approval of site configuration, architectural design and to create five residential lots which do not have frontage on a public street, Tentative Subdivision Map (PLN2015-0306) to create five single family lots and one commonly owned lot, Zoning Map Amendment (PLN2015-0307) to change the zoning from R-M (Multiple-Family Residential) to P-D (Planned Development), Parking Modification Permit (PLN2016-068) to allow uncovered parking in lieu of covered and Tree Removal Permit (PLN2015-310) to allow removal of protected trees.
2. The project site consists of a single rectangular parcel (15,470 sq. ft. net / 17,270 sq. ft. gross) located on Redding Road between White Oaks Road and S. Bascom Avenue.
3. The lot is currently developed with one single-family residence that will be demolished as part of the proposed subdivision.
4. Abutting land uses include a combination of two-unit and three-unit townhome rows to the north, two-unit townhome rows and single-family homes to the east, six-unit townhome rows to the south, and a single-family residence to the west.
5. The project site is zoned R-M (Residential Multifamily) as shown on the Campbell Zoning Map and will be rezoned to P-D (Planned Development).
6. The project site is designated Low-Medium Density Residential (6-13 Units / Gr. Acre) as shown on the Campbell General Plan Map.

7. The proposed residential land use, at a density of 12.6 units/gr. acre, is consistent with the allowable land use and maximum density permitted by the Low-Medium Density Residential General Plan land use designation.
8. The proposed Planned Development Permit may be approved concurrently, and subject to, a Tentative Subdivision Map, and Zoning Map Amendment.
9. The proposed tree removal request would be consistent with the following General Plan strategy:

Strategy LUT-17.1b: Landscaping: Ensure that new developments provide new tree plantings, shrubs, greenery and other landscaping materials, and preserve existing trees and shrubs.

10. The project proposes 15 parking spaces (10 covered, 5 uncovered), where 15 parking spaces (12.5 covered, 2.5 uncovered) are required which is allowed with the approval of the associated Parking Modification Permit (PLN2016-068) which allows for uncovered parking to be permitted in lieu of covered parking.
11. A draft Mitigation Monitoring and Reporting Program has been provided demonstrating the responsible party and phase of the project that each Mitigation Measure shall be carried out.
12. A tree survey was prepared for the project by Monarch Consulting Arborists LLC (Certified Arborist; WC 4341B). The project applicant's Arborist has provided an inventory of 15 trees located on the site, including four (4) trees protected by City Code.
13. The project includes demolition of all structures and re-grading of the property to the extent that retention of the majority of the existing trees would not be feasible or practical. As a result, removal of all but four oak trees (#1, #10, #11 & #12 on the Arborist Report) is necessary to accommodate the demolition and re-grading of the property and construction of the proposed buildings, driveways, parking spaces, and onsite improvements.
14. A total of eleven (11) trees are proposed for removal and will be replaced with seventeen (17) new trees in compliance with the City's Tree Preservation Ordinance.
15. Removal of protected trees greater than 12-inches in diameter requires a Tree Removal Permit under the City's Tree Protection requirements (CMC 21.32).
16. The proposed replacement trees will be a sufficient replacement for the trees to be removed and will continue the diversity of tree species found in the community.
17. The proposed replacement trees will be a sufficient replacement for the trees to be removed and will continue the diversity of tree species found in the community.

18. Special precautions shall be taken to minimize damage to offsite trees where pruning or removal of onsite trees is proposed and branches of onsite trees are interwoven with those of offsite trees.

Based upon the foregoing findings of fact, the City Council further finds and concludes that:

1. The retention of the trees restricts the economic enjoyment of the property and creates an unusual hardship for the property owner by severely limiting the use of the property in a manner not typically experienced by owners of similarly zoned and situated properties, and the applicant has demonstrated to the satisfaction of the Planning Commission that there are no reasonable alternatives to preserve the trees due to the number of site constraints of the infill site.

THEREFORE, BE IT RESOLVED that the City Council approves a Tree Removal Permit (PLN2015-310), subject to the attached Conditions of Approval (attached **Exhibit A**).

PASSED AND ADOPTED this _____ day of _____, 2016, by the following roll call vote:

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

APPROVED: _____
Jason T. Baker, Mayor

ATTEST: _____
Wendy Wood, City Clerk

CONDITIONS OF APPROVAL
Tree Removal Permit – 180 Redding Road (PLN2015-310)

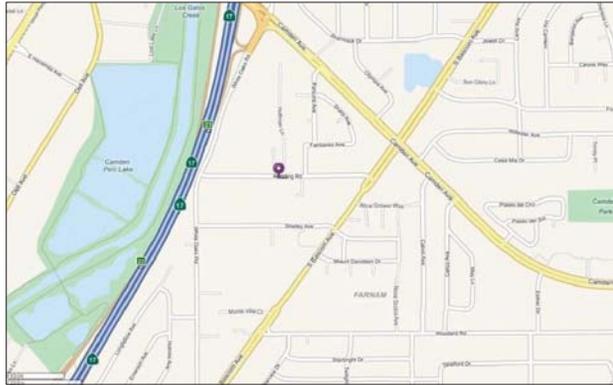
Where approval by the Director of Community Development, City Engineer, Public Works Director, City Attorney or Fire Department is required, that review shall be for compliance with all applicable conditions of approval, adopted policies and guidelines, ordinances, laws and regulations and accepted engineering practices for the item under review. Additionally, the applicant is hereby notified that he/she is required to comply with all applicable Codes or Ordinances of the City of Campbell and the State of California that pertain to this development and are not herein specified.

COMMUNITY DEVELOPMENT DEPARTMENT

Planning Division

1. Approved Permit: Approval is granted for a Tree Removal Permit (PLN2015-310) to allow the removal of eleven trees, as provided on page L1 of the project plans except that Tree #12 (Oak Tree) shall not be removed. This permit shall be valid only in conjunction with, and subject to the approved Planned Development Permit (PLN2015-305), Tentative Subdivision Map (PLN2015-306), and Zoning Map Amendment (PLN2015-307).
2. Time of Removal: The trees may only be removed in conjunction with demolition of existing on-site structures, subject to the conditions of approval for the Planned Development Permit, Zoning Map Amendment, and Tentative Subdivision Map.
3. Replacement Trees: All protected tree(s) shall be replaced at a minimum of a one-to-one ratio in accordance with CMC 21.32.100, Table 3-5 (Replacement Tree Requirements) to be noted with the project's "final" landscaping plan. Furthermore, where the project plans note the planting of dwarf and ultra-dwarf trees, these trees shall be of an evergreen variety. The trees species selected shall not be a "fruit tree" or "eucalyptus tree" as defined in the Campbell Municipal Code.
4. Special Precautions - Tree Removal & Pruning: Where onsite trees are proposed to be pruned or removed, special precautions shall be taken by the contractor to minimize potential impacts to offsite trees. Where branches of onsite trees are interwoven with the branches of trees located offsite, special care (e.g. hand cut, or hand cut with power tools) shall be taken to minimize loss of canopy while ensuring that the health and balance of offsite trees is not compromised.
5. Tree Removal Permit Required: The removal of any tree, irrespective of species or size, which is shown on the approved project plans, shall require review and approval through a Tree Removal Permit.

PROPOSED RESIDENTIAL PROJECT AT: 180 REDDING ROAD, CAMPBELL, CA



180 REDDING ROAD
CAMPBELL, CA 95008

MIKE PAYDAR
(408) 307-2897

APN # 414-48-055

ZONING : R-M

GROSS LOT AREA: 17,262 SQ. FT.

NET LOT AREA: 15,470 SQ. FT.

PROJECT SCOPE:

5 TOWNHOMES W/ ATTACHED 2 CAR GARAGE EACH

PARKING PROVIDED: 15 CARS

2 COVERED FOR EACH HOUSE = 10 cars

5 GUEST PARKING

BUILDING AREA TABLE

UNITS 1 - 2 - 3 - 4		UNIT 5	
FIRST FLOOR (INCLUDING GARAGE)	838	FIRST FLOOR (INCLUDING GARAGE)	1,010
FIRST FLOOR (GARAGE EXCLUDED)	478	FIRST FLOOR (GARAGE EXCLUDED)	650
SECOND FLOOR	830	SECOND FLOOR	960
GARAGE	360	GARAGE	360
TOTAL (INCLUDING GARAGE)	1,668	TOTAL (INCLUDING GARAGE)	1,970
TOTAL (GARAGE EXCLUDED)	1,308	TOTAL (GARAGE EXCLUDED)	1,610

SQUARE FOOTAGE SUMMARY FOR THE PROJECT

TOTAL LIVING AREA	6,842 SQ. FT.
GARAGES AREA	1,800 SQ. FT.
TOTAL AREA	8,642 SQ. FT.
FAR	55.8 %
LOT COVERAGE	30 %

PARCELS	LOT AREA
LOT 1	1,197 SQ. FT.
LOT 2	1,205 SQ. FT.
LOT 3	1,170 SQ. FT.
LOT 4	1,289 SQ. FT.
LOT 5	1,896 SQ. FT.
LOT A COMMON AREA	8,713 SQ. FT.
TOTAL PARCEL	15,470 SQ. FT.

AUTOMATIC RESIDENTIAL FIRE SPRINKLERS TO BE INSTALLED (UNDER SEPARATE PERMIT)

ARCHITECTURAL DRAWINGS

- A1 PROJECT DATA
- A1.1 SITE PLAN
- A1.2 EXISTING SITE PLAN
- A2.1 PROPOSED FLOOR PLANS LOTS 1 & 2
- A2.2 PROPOSED FLOOR PLANS LOTS 3 & 4
- A2.2 PROPOSED FLOOR PLANS LOT 5

- A3.1 EXTERIOR ELEVATIONS LOTS 1 & 2
- A3.2 EXTERIOR ELEVATIONS LOTS 3 & 4
- A3.3 EXTERIOR ELEVATIONS LOT 5

- A4 ROOF PLANS

STREET IMPROVEMENT PLANS

- 1 - TITLE SHEET
- 2- PLAN AND PROFILE
- 3- CITY STANDARD DETAILS
- 4- BLUE PRINT FOR CLEAN BAY
- 5- WEST VALLEY SANITATION DISTRICT

ON SITE GRADING AND DRAINAGE PLANS

- 1 - TITLE SHEET
- 2- TOPOGRAPHIC SURVEY & DEMOLITION PLAN
- 3- GRADING AND DRAINAGE PLAN
- 4- COMPOSITE UTILITY PLAN
- 5 - STORM WATER MANAGEMENT PLAN
- 6- DETAILS
- 7- EROSION CONTROL PLAN
- 8- BLUE PRINT FOR CLEAN BAY

TM TENTATIVE MAP

REVISIONS	BY



BASSA
Architecture
916.435.0609
408.674.9077



PROJECT SUMMARY

**NEW PROJECT AT:
180 REDDING AVENUE
CAMPBELL, CA**

DATE: 4-20-2016

SCALE: -

DRAWN: CB

JOB NO: 14-348

SHEET NO.

A1

OF SHEETS

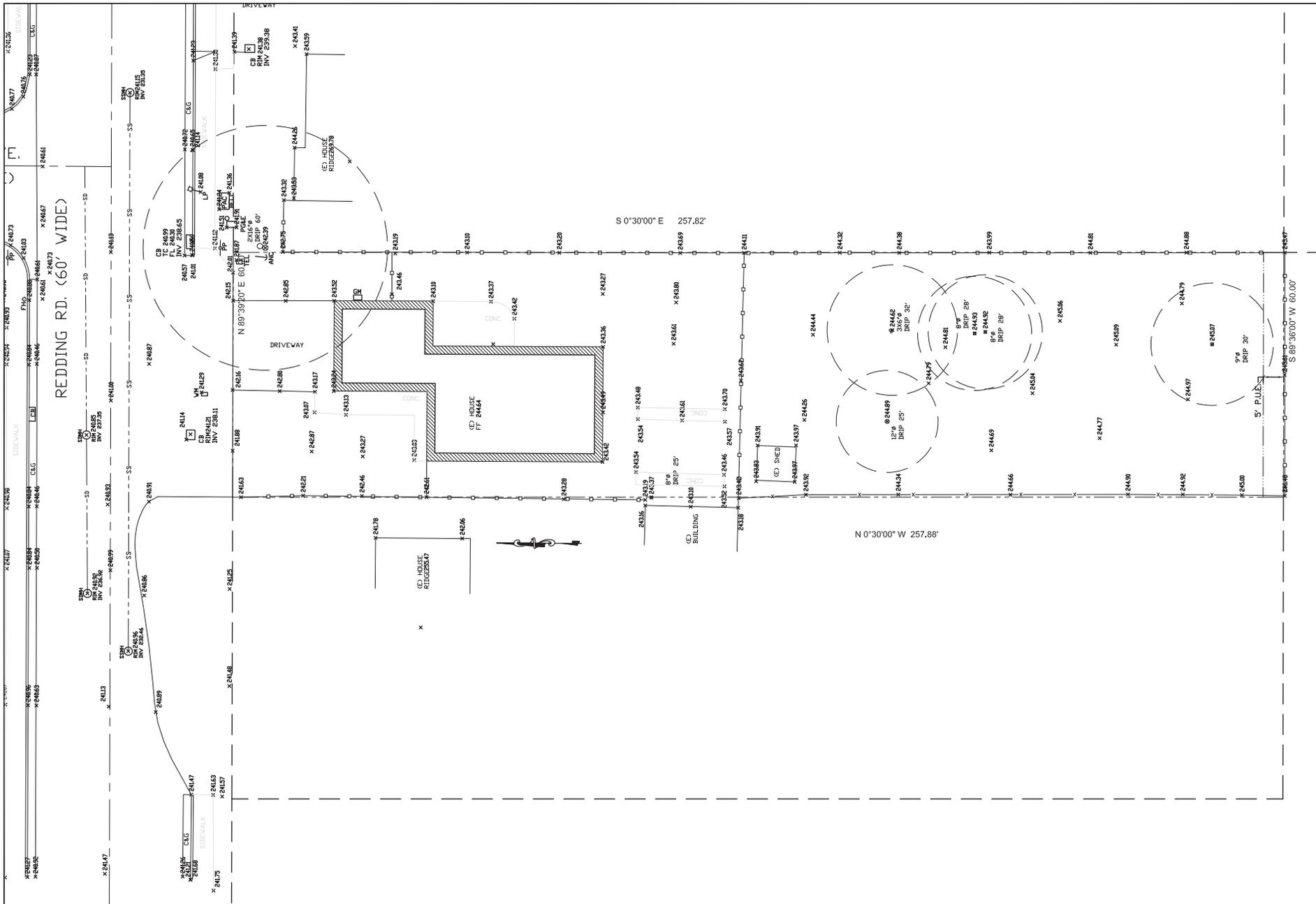
VICINITY MAP



PROJECT SUMMARY

SHEET INDEX

ALL EXISTING AND NEW UTILITIES SHALL BE PLACED UNDERGROUND WITHOUT EXCEPTION



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 916.435.0605
 408.674.9077

EXISTING SITE PLAN

NEW PROJECT AT:
180 REDDING AVENUE
CAMPBELL, CA

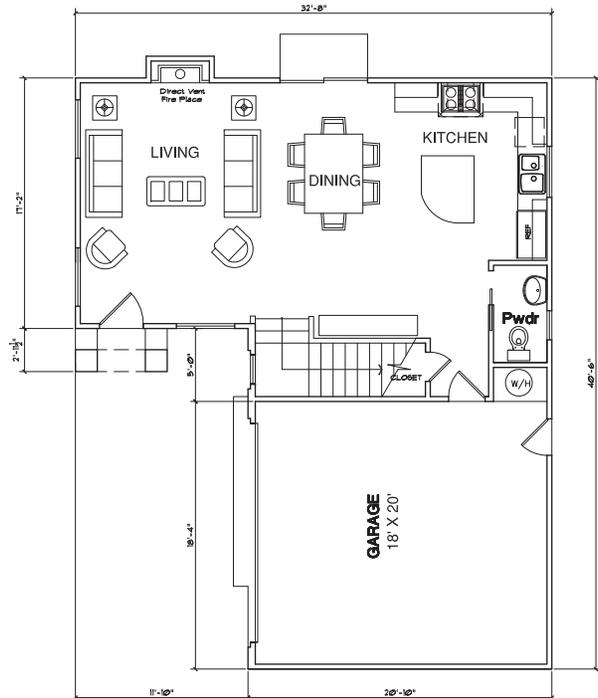
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SCALE:	NOTED
DRAWN:	CB
JOB NO:	1
SHEET NO:	A.12

EXISTING SITE PLAN

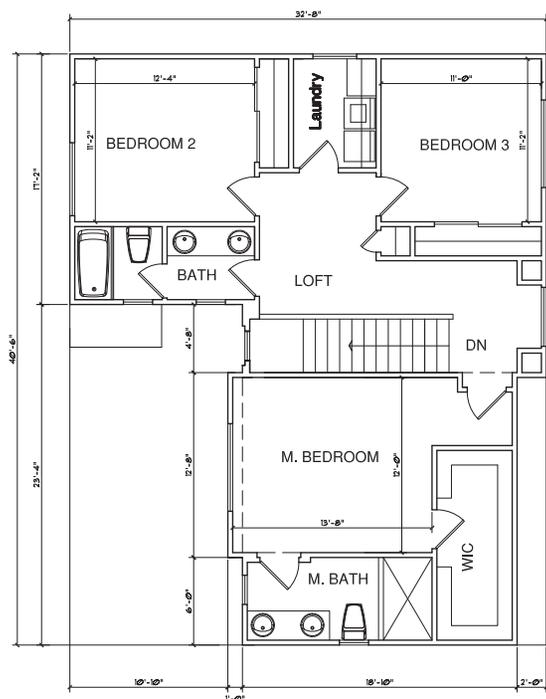
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OF SHEETS

THIS PLAN IS THE PROPERTY OF BASSA ARCHITECTURE AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BASSA ARCHITECTURE. THE USER OF THIS PLAN AGREES TO HOLD BASSA ARCHITECTURE HARMLESS FROM ANY AND ALL LIABILITY ARISING FROM THE USE OF THIS PLAN.



UNIT 5 FIRST FLOOR



UNIT 5 SECOND FLOOR

LOT 5

**FIRST FLOOR: 650 SQ. FT.
 SECOND FLOOR: 960 SQ. FT.
 GARAGE: 360 SQ. FT.
 TOTAL: 1,970 SQ. FT.**

REVISIONS	BY

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 916.435.0603
 408.674.9077



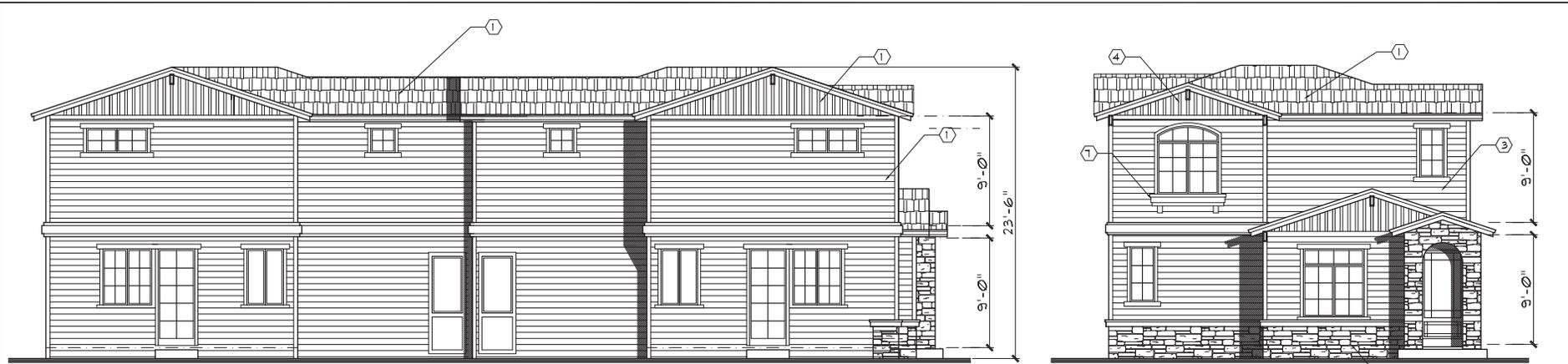
**FLOOR PLANS
 LOT 5**

**NEW PROJECT AT:
 180 REDDING AVENUE
 CAMPBELL, CA**

DATE:	4-26-2016
SCALE:	NOTED
DRAWN:	CB
JOB NO:	-

SHEET NO.
A2.3

DATE: 4-26-2016 SCALE: NOTED DRAWN: CB JOB NO: - SHEET NO. A2.3 OF SHEETS

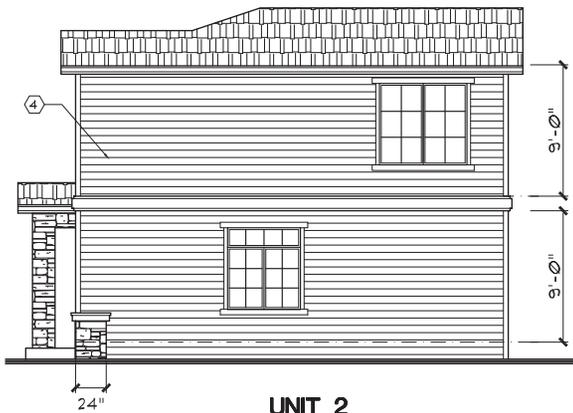


UNIT 2

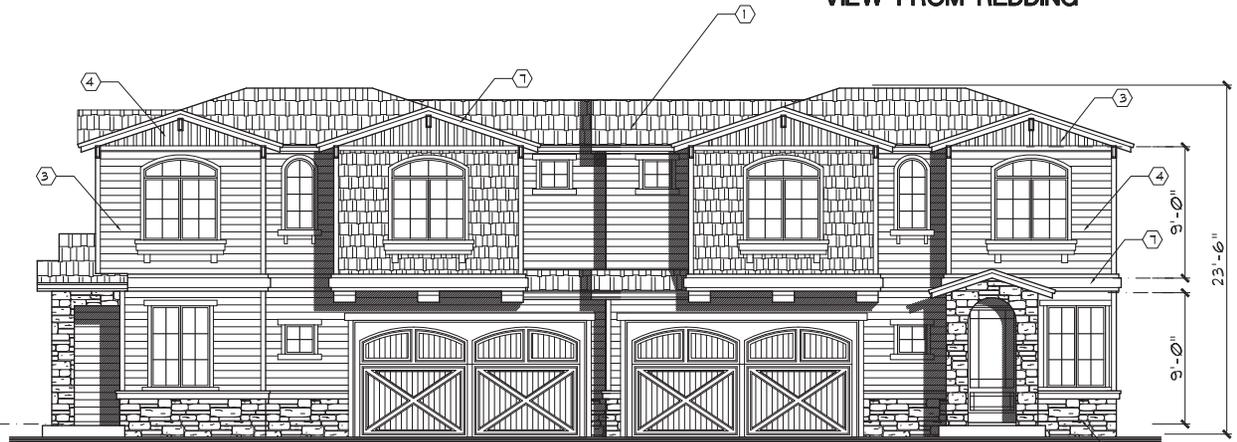
REAR ELEVATION

UNIT 1

UNIT 1
VIEW FROM REDDING



UNIT 2
SIDE VIEW



UNIT 1

DRIVEWAY VIEW

UNIT 2

EXTERIOR FINISHES:		
ROOFING : "CERTAINTEED " COMPOSITION		
①	MAX DEF WEATHERED WOOD	③ MAIN COLOR 1: HORIZON GRAY KM 4858
②	AGED BARK	④ MAIN COLOR 2: PASEO VERDE KM 5154
		⑤ MAIN COLOR 3: SPANISH SAND KM 231
		⑥ MAIN COLOR 4: PHOENIX FOSSIL KM 5292
		⑦ TRIM COLOR : SWISS COFFEE KM 23
		CULTURED STONE: ELDORADO STONE
		⑧ MONTECITO CLIFFSTONE
		⑨ COLORADO RIVER ROCK

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 916.435.0605
 408.674.9077

ELEVATIONS
 LOT 1 & 2

NEW PROJECT AT:
 180 REDDING AVENUE
 CAMPBELL, CA

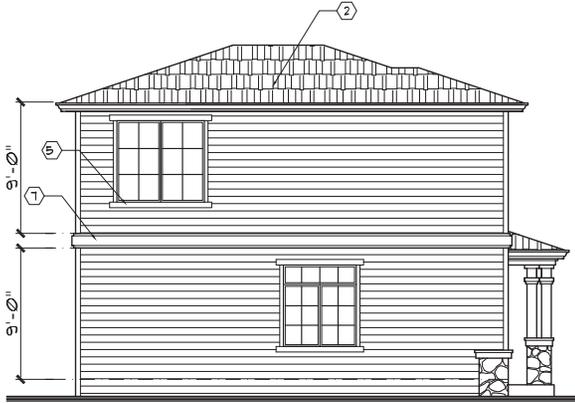
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DRAWN:	CB
JOB NO:	
SHEET NO.:	A31

ELEVATIONS

1/4"=1'-0"

OF SHEETS

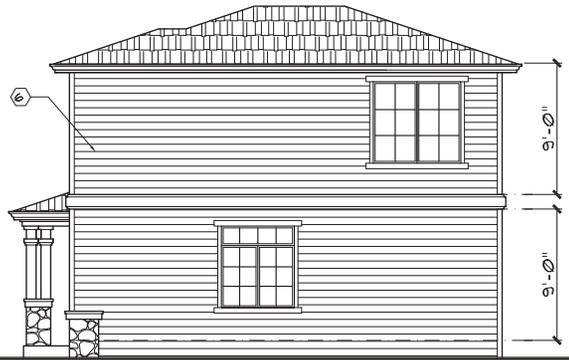
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. 2. FINISHES AND MATERIALS TO BE DETERMINED BY THE ARCHITECT. 3. SEE SPECIFICATIONS FOR MATERIALS. 4. SEE NOTES FOR FINISHES. 5. SEE NOTES FOR MATERIALS. 6. SEE NOTES FOR FINISHES. 7. SEE NOTES FOR MATERIALS. 8. SEE NOTES FOR FINISHES. 9. SEE NOTES FOR MATERIALS. 10. SEE NOTES FOR FINISHES. 11. SEE NOTES FOR MATERIALS. 12. SEE NOTES FOR FINISHES. 13. SEE NOTES FOR MATERIALS. 14. SEE NOTES FOR FINISHES. 15. SEE NOTES FOR MATERIALS. 16. SEE NOTES FOR FINISHES. 17. SEE NOTES FOR MATERIALS. 18. SEE NOTES FOR FINISHES. 19. SEE NOTES FOR MATERIALS. 20. SEE NOTES FOR FINISHES. 21. SEE NOTES FOR MATERIALS. 22. SEE NOTES FOR FINISHES. 23. SEE NOTES FOR MATERIALS. 24. SEE NOTES FOR FINISHES. 25. SEE NOTES FOR MATERIALS. 26. SEE NOTES FOR FINISHES. 27. SEE NOTES FOR MATERIALS. 28. SEE NOTES FOR FINISHES. 29. SEE NOTES FOR MATERIALS. 30. SEE NOTES FOR FINISHES. 31. SEE NOTES FOR MATERIALS. 32. SEE NOTES FOR FINISHES. 33. SEE NOTES FOR MATERIALS. 34. SEE NOTES FOR FINISHES. 35. SEE NOTES FOR MATERIALS. 36. SEE NOTES FOR FINISHES. 37. SEE NOTES FOR MATERIALS. 38. SEE NOTES FOR FINISHES. 39. SEE NOTES FOR MATERIALS. 40. SEE NOTES FOR FINISHES. 41. SEE NOTES FOR MATERIALS. 42. SEE NOTES FOR FINISHES. 43. SEE NOTES FOR MATERIALS. 44. SEE NOTES FOR FINISHES. 45. SEE NOTES FOR MATERIALS. 46. SEE NOTES FOR FINISHES. 47. SEE NOTES FOR MATERIALS. 48. SEE NOTES FOR FINISHES. 49. SEE NOTES FOR MATERIALS. 50. SEE NOTES FOR FINISHES. 51. SEE NOTES FOR MATERIALS. 52. SEE NOTES FOR FINISHES. 53. SEE NOTES FOR MATERIALS. 54. SEE NOTES FOR FINISHES. 55. SEE NOTES FOR MATERIALS. 56. SEE NOTES FOR FINISHES. 57. SEE NOTES FOR MATERIALS. 58. SEE NOTES FOR FINISHES. 59. SEE NOTES FOR MATERIALS. 60. SEE NOTES FOR FINISHES. 61. SEE NOTES FOR MATERIALS. 62. SEE NOTES FOR FINISHES. 63. SEE NOTES FOR MATERIALS. 64. SEE NOTES FOR FINISHES. 65. SEE NOTES FOR MATERIALS. 66. SEE NOTES FOR FINISHES. 67. SEE NOTES FOR MATERIALS. 68. SEE NOTES FOR FINISHES. 69. SEE NOTES FOR MATERIALS. 70. SEE NOTES FOR FINISHES. 71. SEE NOTES FOR MATERIALS. 72. SEE NOTES FOR FINISHES. 73. SEE NOTES FOR MATERIALS. 74. SEE NOTES FOR FINISHES. 75. SEE NOTES FOR MATERIALS. 76. SEE NOTES FOR FINISHES. 77. SEE NOTES FOR MATERIALS. 78. SEE NOTES FOR FINISHES. 79. SEE NOTES FOR MATERIALS. 80. SEE NOTES FOR FINISHES. 81. SEE NOTES FOR MATERIALS. 82. SEE NOTES FOR FINISHES. 83. SEE NOTES FOR MATERIALS. 84. SEE NOTES FOR FINISHES. 85. SEE NOTES FOR MATERIALS. 86. SEE NOTES FOR FINISHES. 87. SEE NOTES FOR MATERIALS. 88. SEE NOTES FOR FINISHES. 89. SEE NOTES FOR MATERIALS. 90. SEE NOTES FOR FINISHES. 91. SEE NOTES FOR MATERIALS. 92. SEE NOTES FOR FINISHES. 93. SEE NOTES FOR MATERIALS. 94. SEE NOTES FOR FINISHES. 95. SEE NOTES FOR MATERIALS. 96. SEE NOTES FOR FINISHES. 97. SEE NOTES FOR MATERIALS. 98. SEE NOTES FOR FINISHES. 99. SEE NOTES FOR MATERIALS. 100. SEE NOTES FOR FINISHES.



UNIT 3
SIDE VIEW



UNIT 3 DRIVEWAY VIEW UNIT 4



UNIT 4
SIDE VIEW



UNIT 4 REAR ELEVATION UNIT 3

EXTERIOR FINISHES:

ROOFING : "CERTAINTEED " COMPOSITION

- ① MAX DEF WEATHERED WOOD
- ② AGED BARK

BUILDING COLORS BY: KELLY-MOORE

- ③ MAIN COLOR 1: HORIZON GRAY KM 4858
- ④ MAIN COLOR 2: PASEO VERDE KM 5154
- ⑤ MAIN COLOR 3: SPANISH SAND KM 231
- ⑥ MAIN COLOR 4: PHOENIX FOSSIL KM 5292
- ⑦ TRIM COLOR : SWISS COFFEE KM 23

CULTURED STONE: ELDORADO STONE

- ⑧ MONTECITO CLIFFSTONE
- ⑨ COLORADO RIVER ROCK

REVISIONS	BY

CB
BASSAL
Architecture
 916.435.0609
 408.674.9077

ELEVATIONS
 LOTS 3 & 4

NEW PROJECT AT:
 180 REDDING AVENUE
 CAMPBELL, CA

DATE:	4-26-2016
SCALE:	NOTED
DRAWN:	CB
JOB NO:	

SHEET NO.
A3.2

10/15/16 11:58 AM C:\Users\cbassal\OneDrive\Documents\Projects\180 Redding Ave\180 Redding Ave.dwg (P) 1/4"=1'-0" ELEVATIONS LOTS 3 & 4

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 408.674.9077

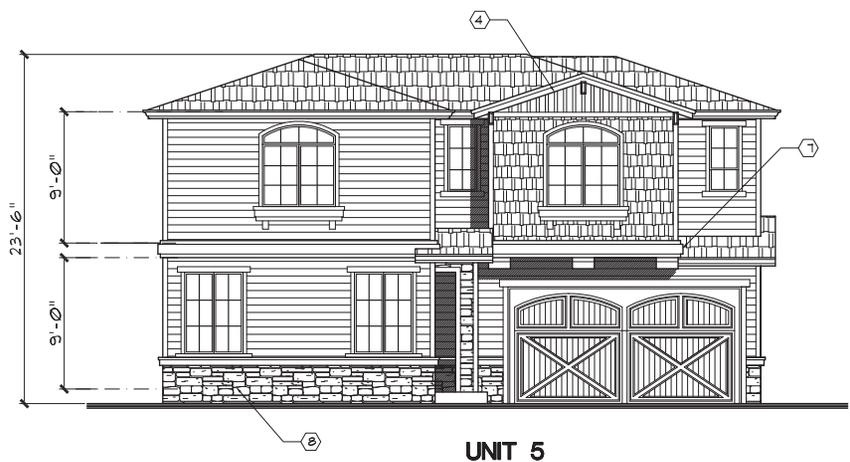
ELEVATIONS
 LOT 5

NEW PROJECT AT:
 180 REDDING AVENUE
 CAMPBELL, CA

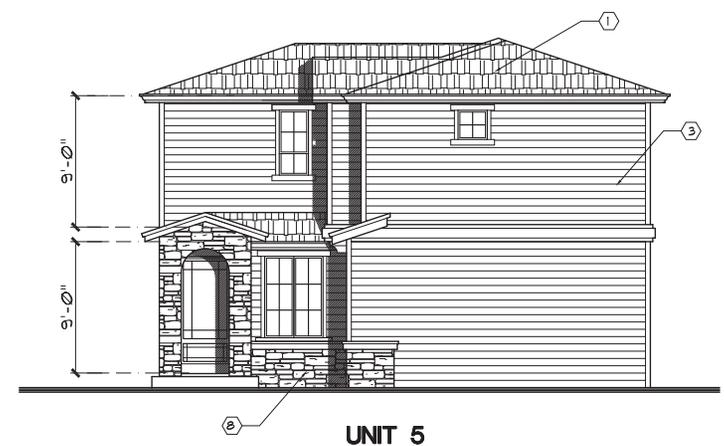
DATE: 4-20-2016
 SCALE: NOTED
 DRAWN: CB
 JOB NO: -

SHEET NO.
A3.3

OF SHEETS



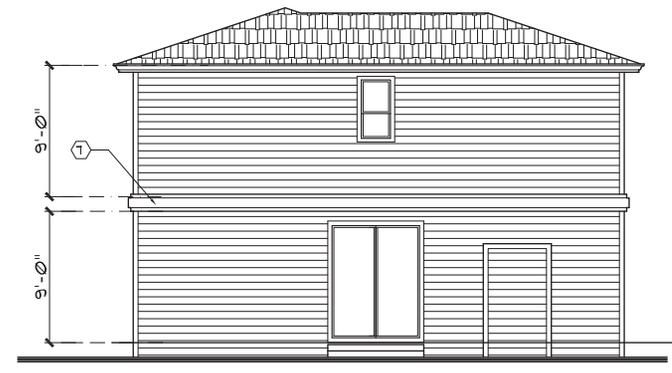
UNIT 5
DRIVEWAY VIEW



UNIT 5
LEFT ELEVATION



REAR ELEVATION

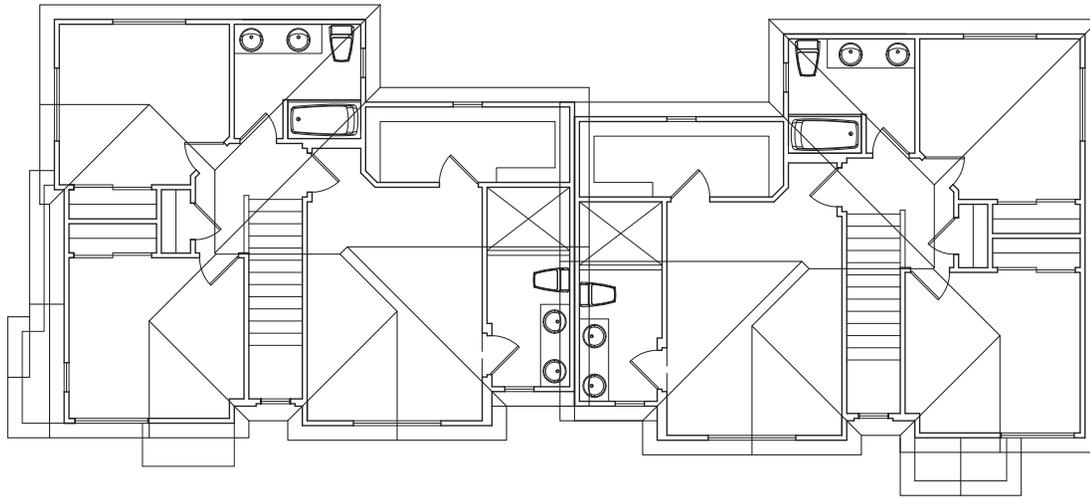


RIGHT ELEVATION

EXTERIOR FINISHES:		
ROOFING : "CERTAINTED " COMPOSITION		
①	MAX DEF WEATHERED WOOD	③ MAIN COLOR 1: HORIZON GRAY KM 4858
②	AGED BARK	④ MAIN COLOR 2: PASEO VERDE KM 5154
		⑤ MAIN COLOR 3: SPANISH SAND KM 231
		⑥ MAIN COLOR 4: PHOENIX FOSSIL KM 5232
		⑦ TRIM COLOR : SWISS COFFEE KM 23
		CULTURED STONE: ELDORADO STONE
		⑧ MONTECITO CLIFFSTONE
		⑨ COLORADO RIVER ROCK

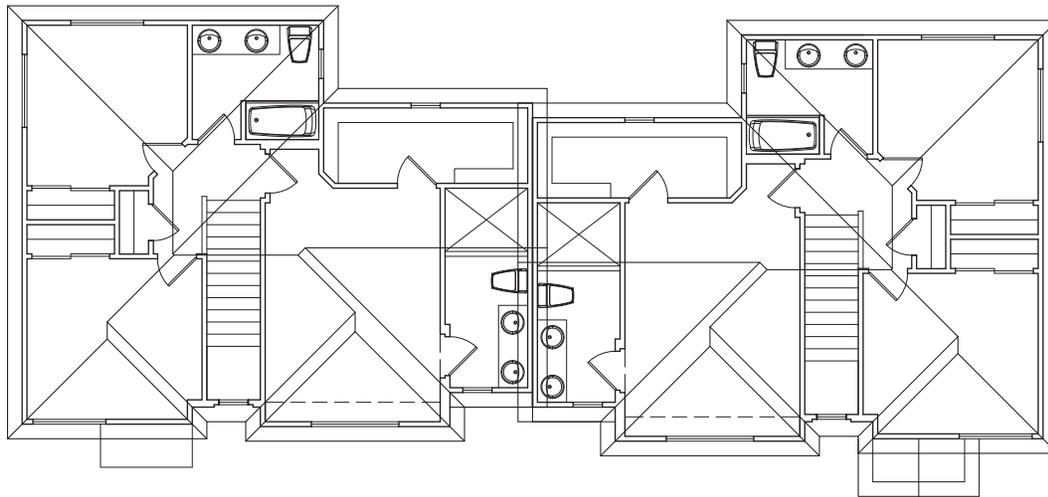
ELEVATIONS

1/4"=1'-0"



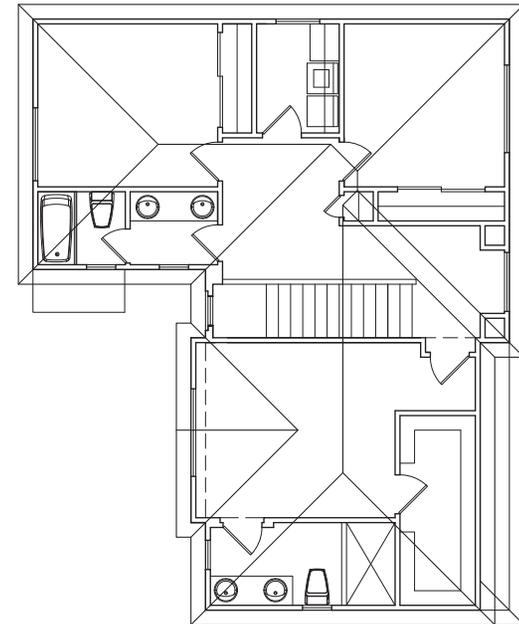
UNIT 1

UNIT 2



UNIT 3

UNIT 4



UNIT 5

REVISIONS	BY



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Architecture
 916.435.0603
 408.674.9077

FLOOR PLANS
LOTS 3 & 4

NEW PROJECT AT:
180 REDDING AVENUE
CAMPBELL, CA

DATE: 4-26-2016
 SCALE: NOTED
 DRAWN: CB
 JOB NO: -

SHEET NO.
A4

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GRADING AND DRAINAGE NOTES

- CALIFORNIA BUILDING CODE**
ALL WORK SHALL COMPLY WITH CALIFORNIA BUILDING CODE.
- O.S.H.A. REGULATIONS**
ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE O.S.H.A. REGULATIONS.
- GEOTECHNICAL (SOILS) REPORT**
THE ENGINEER OF WORK HAS DESIGNED THIS PROJECT TO COMPLY WITH THE GRADING RECOMMENDATIONS IN THE PROJECT GEOTECHNICAL REPORT PREPARED BY: **ENVIRO SOIL TECH CONSULTANTS**, DATED **MAY 1, 2015**, PROJECT NO. **15-145822-05**.
- SPECIFICATIONS AND OBSERVATIONS**
ALL GRADING AND DRAINAGE WORK SHALL CONFORM TO APPROVED SPECIFICATIONS PRESENTED HEREON. ALL GRADING WORK SHALL BE OBSERVED AND APPROVED BY THE SOILS ENGINEER OR ENGINEER OF WORK. THE SOILS ENGINEER/ENGINEER OF WORK AND CITY 866-2150 SHALL BE NOTIFIED AT LEAST 48 HOURS BEFORE BEGINNING ANY GRADING. UNAPPROVED GRADING WORK SHALL BE REMOVED AND REPLACED UNDER OBSERVATION.
- NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM**
PRIOR TO ISSUANCE OF ANY GRADING OR BUILDING PERMITS, THE APPLICANT SHALL COMPLY WITH THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMITTING REQUIREMENTS AND THE CALIFORNIA STORM WATER BEST MANAGEMENT PRACTICES HANDBOOK PREPARED BY THE STORM WATER QUALITY TASK FORCE, SANTA CLARA VALLEY WATER DISTRICT AND THE CITY OF CAMPBELL MUNICIPAL CODE REGARDING STORM WATER POLLUTION PREVENTION.
- LOCAL NON-POINT SOURCE ORDINANCE**
COMPLIANCE WITH THE LOCAL NON-POINT SOURCE ORDINANCE CONCERNING DISCHARGE OF MATERIALS TO THE STORM DRAINAGE SYSTEM SHALL BE THE RESPONSIBILITY OF THE GRADING CONTRACTOR.
- UNDERGROUND UTILITIES AND STRUCTURES**
THE EXISTENCE AND APPROXIMATE LOCATIONS OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN ON THESE PLANS WERE DETERMINED BY THE ENGINEER OF WORK BY SEARCHING THE AVAILABLE PUBLIC RECORDS. THEY ARE SHOWN FOR GENERAL INFORMATION ONLY. THE CITY OF CAMPBELL MAKES NO CLAIMS OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY UTILITY LOCATIONS WITH THE APPROPRIATE AGENCY. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES, STRUCTURES AND ANY OTHER IMPROVEMENTS FOUND AT THE WORK SITE.
- EROSION CONTROL**
EROSION CONTROL PLANTING AND OTHER SILT RETENTION OR EROSION CONTROL MEASURES MAY BE REQUIRED IN ALL GRADED AREAS. SEE LANDSCAPE PLAN, IF APPLICABLE, FOR DETAILS OF PLANTING.
- UTILITY ELEVATION VERIFICATION**
THE CONTRACTOR SHALL VERIFY ALL EXISTING INVERT ELEVATIONS FOR DISCREPANCIES EXIST BETWEEN THE ACTUAL ELEVATIONS AND THOSE SHOWN ON THESE PLANS. THE CONTRACTOR SHALL NOTIFY ENGINEER OF WORK BEFORE ADJUSTING THE DESIGN.
- UTILITY CROSSINGS**
THE CONTRACTOR SHALL UNCOVER AND EXPOSE ALL EXISTING UTILITY, SEWER AND STORM DRAIN LINES WHERE THEY ARE TO BE CROSSED ABOVE OR BELOW BY THE NEW FACILITY BEING CONSTRUCTED IN ORDER TO VERIFY THE GRADE AND TO ASSURE THAT THERE IS SUFFICIENT CLEARANCE. HE OR SHE SHALL CALL THE ENGINEER OF WORK REGARDING POTENTIAL CONFLICTS BEFORE FIELD WORK BEGINS.
- GRADING REQUIREMENTS**
DRAINAGE, INCLUDING ALL ROOF AND PATIO DRAINS, SHALL BE DIRECTED AWAY FROM THE STRUCTURE. IT SHALL BE THE OWNER'S AND CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT THE DRAINAGE SYSTEM FACILITIES SHOWN HEREON ARE KEPT CLEAR OF OBSTRUCTIONS AND THE CONTRACTOR SHALL REGRADE AREAS THAT WILL NOT DRAIN AFTER FINAL GRADING. THE GRADING ADJACENT TO THE BUILDING SHALL SLOPE AWAY WITH A MINIMUM SLOPE OF 5% FOR AT LEAST 10 FEET. MINIMUM SLOPE IN ALL OTHER CASES SHALL BE NO LESS THAN 2%.
- GRADED SITE ELEVATIONS**
ON GRADED SITES, THE TOP OF ANY EXTERIOR FOUNDATION SHALL EXTEND ABOVE THE ELEVATION OF THE STREET GUTTER AT POINT OF DISCHARGE OR THE INLET OF AN APPROVED DRAINAGE DEVICE A MINIMUM OF 12 INCHES (305 MM) PLUS 2 PERCENT. THE BUILDING OFFICIAL MAY APPROVE ALTERNATE ELEVATIONS, PROVIDED IT CAN BE DEMONSTRATED THAT REQUIRED DRAINAGE TO THE POINT OF DISCHARGE AND AWAY FROM THE STRUCTURE IS PROVIDED AT ALL LOCATIONS ON THE SITE.
- CLEAN, SAFE AND USABLE PUBLIC RIGHT-OF-WAY AND PRIVATE PROPERTY**
THE PERMITTEE SHALL MAINTAIN THE STREETS, SIDEWALKS AND ALL OTHER PUBLIC RIGHTS-OF-WAY IN A CLEAN, SAFE AND USABLE CONDITION. ALL SPILLS OF SOIL, ROCK OR CONSTRUCTION DEBRIS SHALL BE REMOVED FROM THE PUBLICLY OWNED PROPERTY DURING CONSTRUCTION AND UPON COMPLETION OF THE PROJECT. ALL ADJACENT PROPERTY, PRIVATE OR PUBLIC SHALL BE MAINTAINED IN A CLEAN, SAFE AND USABLE CONDITION.
- TOPOGRAPHY SURVEY**
THE TOPOGRAPHY SURVEY MADE BY SAROKSS PARYVIN ON 2/10/2014.
- TREE REMOVAL AND PRESERVATION**
THIS PLAN DOES NOT APPROVE REMOVAL OF TREES. APPROPRIATE TREE REMOVAL PERMITS AND METHOD OF TREE PRESERVATION SHOULD BE OBTAINED FROM THE PLANNING DIVISION.
- PROJECT PLANS**
THIS PLAN IS PART OF PROJECT PLANS. SEE ARCHITECT AND LANDSCAPE PLANS, IF APPLICABLE, FOR DETAILS AND DIMENSIONS. FENCES AND WALLS ARE NOT A PART OF THESE PLANS.
- FINAL LETTER OF INSPECTION**
THE SOILS ENGINEER OR ENGINEER OF WORK SHALL PROVIDE FINAL LETTER OF INSPECTION AT COMPLETION OF THE GRADING.
- GRADE EVENLY**
THE CONTRACTOR SHALL GRADE EVENLY BETWEEN SPOT ELEVATIONS SHOWN.
- APPROVAL OF PLANS**
APPROVAL OF THIS PLAN APPLIES ONLY TO THE EXCAVATION, PLACEMENT, AND COMPACTION OF NATURAL EARTH MATERIALS. THIS APPROVAL DOES NOT CONFER ANY RIGHTS OF ENTRY TO EITHER PUBLIC PROPERTY OR THE PRIVATE PROPERTY OF OTHERS. APPROVAL OF THIS PLAN ALSO DOES NOT CONSTITUTE APPROVAL OF ANY IMPROVEMENTS. PROPOSED IMPROVEMENTS ARE SUBJECT TO REVIEW AND APPROVAL BY THE RESPONSIBLE AUTHORITIES AND ALL OTHER REQUIRED PERMITS SHALL BE OBTAINED.
- WELL LOCATIONS**
ALL KNOWN WELL LOCATIONS ON THE SITE HAVE BEEN INDICATED AND SUCH WELLS SHALL BE MAINTAINED OR ABANDONED ACCORDING TO CURRENT REGULATIONS ADMINISTERED BY THE SANTA CLARA VALLEY WATER DISTRICT. CALL 408-360-2000 EXTENSION 302 TO ARRANGE FOR DISTRICT OBSERVATIONS OF ALL WELL ABANDONMENTS.
- EARTHWORK QUANTITIES**
THE EARTHWORK QUANTITIES SHOWN ON THESE PLANS ARE ONLY TO BE USED TO DETERMINE THE GRADING PLAN REVIEW AND PERMIT FEES.
- ELEVATION ADJUSTMENTS**
ADJUSTMENTS OF PADS OR PARKING LOT ELEVATIONS TO ACHIEVE EARTHWORK BALANCE SHALL BE MADE ONLY WITH APPROVAL OF THE ENGINEER OF WORK AND THE CITY OF CAMPBELL BUILDING DIVISION.
- TRUCK ROUTE**
THE TRUCK ROUTE SHALL BE: HEAD WEST ON REDDING RD TOWARD SPRINGER RD, TURN RIGHT ONDD WHITE OAKS RD., TURN LEFT TO MERGE ON CA-7 N TOWARD SAN JOSE, FOLLOW CA-7 N AND 1880 N TO DIXON LANDING RD IN MILPITAS.
- CONTRACTOR RESPONSIBILITIES**
THE SOILS ENGINEER AND/OR ENGINEER OF WORK WILL NOT DIRECTLY CONTROL THE PHYSICAL ACTIVITIES OF THE CONTRACTOR OR ANY SUBCONTRACTORS OF THE CONTRACTOR OR SUBCONTRACTORS WORKMENS ACCOMPLISHMENT OF WORK ON THE PROJECT. CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR WORKING CONDITIONS ON THE JOBSITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
- NEAT AND CLEAN PREMISES**
DURING THE PROGRESS OF THE WORK, THE CONTRACTOR SHALL KEEP THE PREMISES OCCUPIED BY HIM IN A NEAT AND CLEAN CONDITION, DISPOSING OF REFUSE IN A SATISFACTORY MANNER AS OFTEN AS DIRECTED, OR AS MAY BE NECESSARY SO THAT THERE SHALL AT NO TIME BE ANY UNSIGHTLY ACCUMULATION OF RUBBISH

ON-SITE GRADING & DRAINAGE PLANS

PROJECT STREET ADDRESS: 180 REDDING RD., CAMPBELL, CA 95008

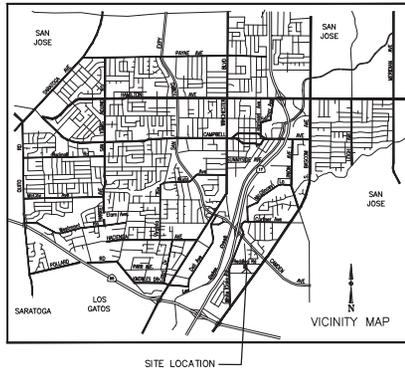
BUILDING PERMIT NO. BLXXXX-XXXXX

ASSESSORS PARCEL NO. APN: 414-48-055

SIX LOT SUBDIVISION



CITY OF CAMPBELL
DEPARTMENT OF PUBLIC WORKS



ABBREVIATIONS

AB	AGGREGATE BASE	LCL	LAYOUT LINE
AC	ASPHALT CONCRETE	MAX	MAXIMUM
BC	BEGIN CURB RETURN	MH	MANHOLE
BWR	BEGIN CURB RETURN	MIN	MINIMUM
CL	CLASS	OG	ORIGINAL GRADE
DIA	DIAMETER	PB	PULL BOX
DWY	DRIVEWAY	PCC	PORTLAND CEMENT CONCRETE
ED	EDGE DRAIN	PVC	POLYVINYL CHLORIDE
ECC	END CURB RETURN	R	RADIUS
EC	EDGE DRAIN	RCP	REINFORCED CONCRETE PIPE
EX	EXISTING	R/W	RIGHT-OF-WAY
FC	FACE OF CURB	STA	STATION
FG	FINISH GRADE	SW	SIDEWALK
FR	FIRE HYDRANT	TC	TOP OF CURB
INV	INVERT	TEMP	TEMPORARY
IRR	IRRIGATION	TW	TOP OF WALL
		TYP	TYPICAL

AGENCY INDEX

SANTA CLARA COUNTY FIRE DEPARTMENT	(408) 378-4010
CITY OF CAMPBELL - PUBLIC WORKS	(408) 866-2150
CITY OF CAMPBELL - POLICE	(408) 866-2121
AT&T TELEPHONE	(408) 811-3900
PACIFIC GAS & ELECTRIC	(408) 973-6960
SAN JOSE WATER COMPANY	(408) 279-7900
SANTA CLARA VALLEY WATER DISTRICT	(408) 285-2600
COMCAST CABLE TELEVISION	(408) 452-9100
WEST VALLEY SANITATION DISTRICT	(408) 378-2407



Earthwork Quantities

FILL:	0 CY
CUT:	450 CY
IMPORT:	0 CY
EXPORT:	450 CY

NOTE: EARTHWORK QUANTITIES ARE ENGINEER'S ESTIMATE. CONTRACTORS ARE TO PERFORM THEIR OWN QUANTITY TAKE OFFS FOR BIDDING PURPOSES.

CITY OF CAMPBELL
PUBLIC WORKS DEPARTMENT CLEARANCE

THIS PLAN WITH ATTACHED DOCUMENTS HAS BEEN REVIEWED FOR COMPLIANCE WITH THE CITY OF CAMPBELL AND STATE OF CALIFORNIA CODES AND THE CURRENT NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. THIS PLAN SHALL NOT BE CHANGED OR MODIFIED WITHOUT AUTHORIZATION FROM THE BUILDING OFFICIAL. WORK PERFORMED RELATED TO THIS PLAN SHALL BE DONE IN ACCORDANCE WITH THIS PLAN AND ALL APPLICABLE CODES. THE APPLICANT SHALL NOT BE HELD TO PERMIT OR UNDERSTOOD AS TO BE AN APPROVAL OF A VIOLATION OF ANY CITY OR STATE LAW.

BY: _____ DATE: _____

INDEX OF DRAWINGS

TITLE	SHEET
TITLE SHEET	1
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GRADING AND DRAINAGE PLAN	3
COMPOSITE UTILITY PLAN	4
STORM WATER MANAGEMENT PLAN	5
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BLUE PRINT FOR A CLEAN BAY	8

LEGEND

EXISTING	PROPOSED	
SIDEWALK		
CURB AND GUTTER		
CENTER LINE		
PROPERTY LINE		
EDGE OF PAVEMENT		
DRIVEWAY		
FCC OR AC REMOVAL		
STANDARD CITY MONUMENT		
BENCH MARK		
MANHOLE		
STORM DRAIN INLET		
WATER METER		
VALVE		
FIRE HYDRANT		
STREET LIGHT		
POWER POLE		
PULL BOX		
CABLE TELEVISION LINE		
ELECTRICAL LINE		
IRRIGATION LINE		
NATURAL GAS LINE		
OVERHEAD LINE		
SANITARY SEWER LINE		
STORM DRAIN LINE		
TELEPHONE LINE		
WATER LINE		
TRAFFIC SIGNAL CONDUIT		
LIGHTING CONDUIT		
ROADSIDE SIGN & SIGN CODE		
FENCE		
FENCE W/ RETAINING WALL		
TREE/SHRUB		
WALL		

BENCHMARK

ELEVATION: EL: 244.038'
DESCRIPTION: CITY OF CAMPBELL B.M. # 90

SEAL OF ENGINEER OF WORK:

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODES, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

THE DESIGN SHOWS HORIZON ELEVATIONS NECESSARY AND REASONABLE AND DOES NOT RESTRICT ANY HISTORIC DRAINAGE FLOWS FROM ADJACENT PROPERTIES NOR INCREASE DRAINAGE TO ADJACENT PROPERTIES.

THE DESIGN INCLUDES PRINCIPLES AND TECHNIQUES TO REDUCE QUANTITY AND IMPROVE THE QUALITY OF STORM WATER RUNOFF, AS REQUIRED BY NPDES.

I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF CAMPBELL IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

SIGNATURE _____ P.E. _____ SEAL _____

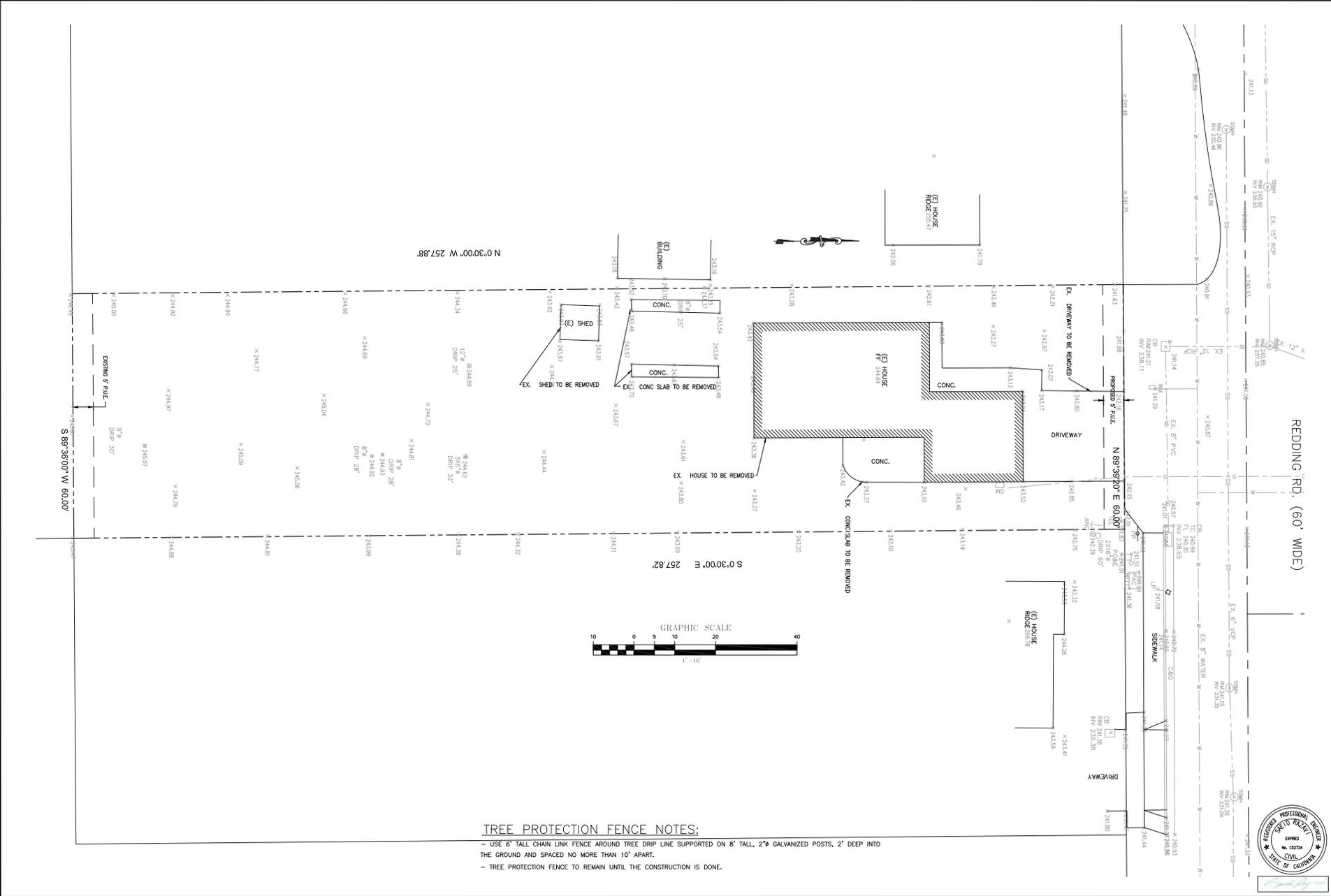
PRINT
SMP ENGINEERS
1534 CAROL LANE, LOS ALTOS, CA 94024
TEL: (650) 941-8005

COVER SHEET
GRADING AND DRAINAGE PLANS
180 REDDING RD., CAMPBELL, CA 95008
BUILDING PERMIT NO. BLXXXX-XXXXX

1534 CAROL LANE
LOS ALTOS, CA 94024
TEL: (650) 941-8005
FAX: (650) 941-8006
E-MAIL: SAMP@SMP.COM
WWW.SMP.COM

Date: 4/19/2016
Prepared By: v.c.
Checked By: S.R.
SMP Job No: 215078

SCALE: N.T.S.
SHEET: 1 OF 8

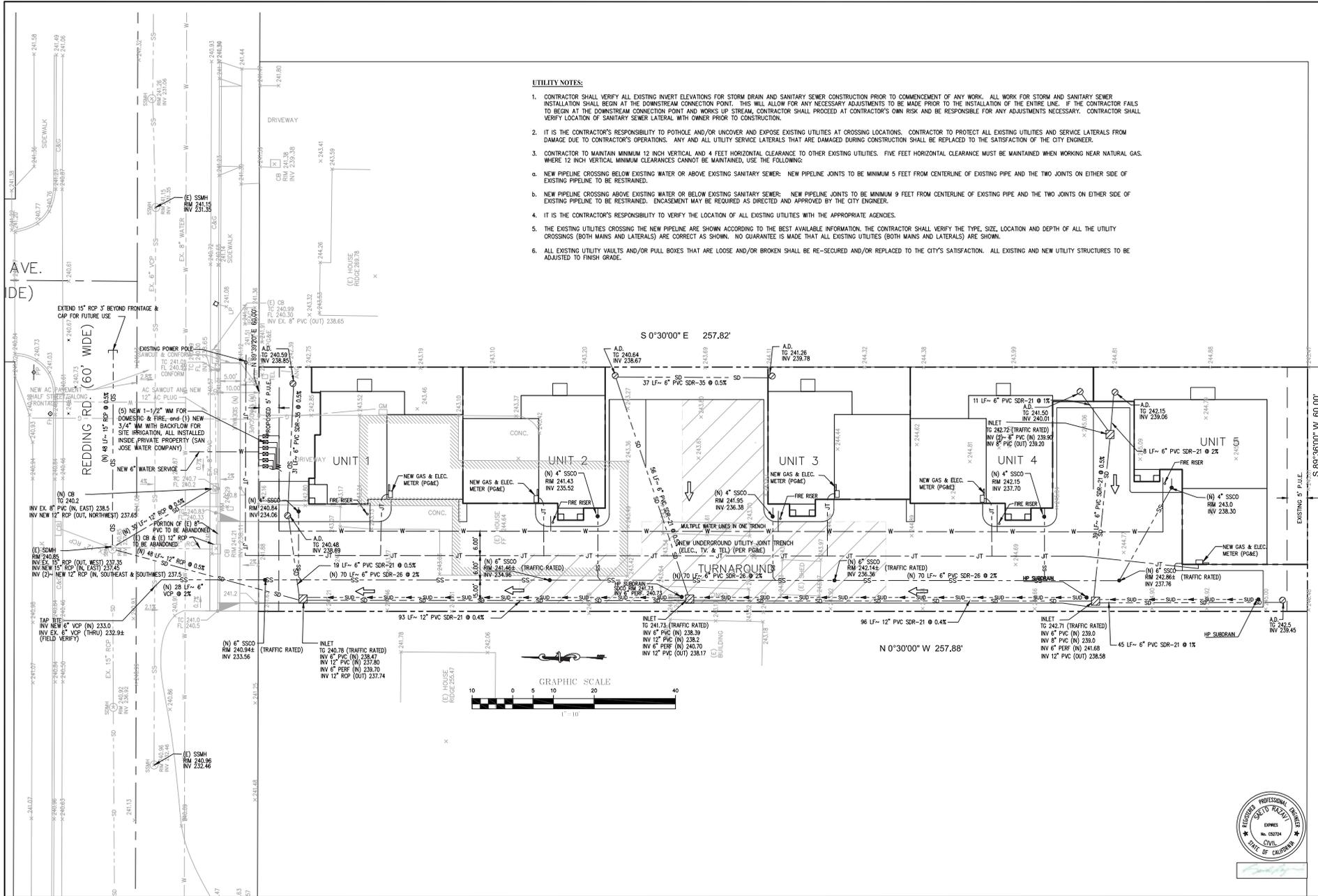


TOPOGRAPHIC SURVEY AND DEMOLITION PLAN GRADING AND DRAINAGE PLANS 6 LOT SUBDIVISION, 180 REDDING RD., CAMPBELL, CA 95008 BUILDING PERMIT NO. BLDXXXX-XXXX	
	SCALE: 1" = 10' SHEET: 2 OF 8
ENGINEERS ENGINEERS 1555 CAROL LANE SUITE 100 SAN JOSE, CA 95128 TEL: (408) 941-8000 FAX: (408) 941-8001 E-MAIL: SAITOKAZUO@YAHOO.COM	DATE: 4/19/2016 PREPARED BY: V.G. CHECKED BY: S.R. SMP JOB NO.: 215078
NO. REVISION DATE BY CHD	

TREE PROTECTION FENCE NOTES:

- USE 6" TALL CHAIN LINK FENCE AROUND TREE DRIP LINE SUPPORTED ON 8" TALL, 2" GALVANIZED POSTS, 2' DEEP INTO THE GROUND AND SPACED NO MORE THAN 10' APART.
- TREE PROTECTION FENCE TO REMAIN UNTIL THE CONSTRUCTION IS DONE.





UTILITY NOTES:

1. CONTRACTOR SHALL VERIFY ALL EXISTING INVERT ELEVATIONS FOR STORM DRAIN AND SANITARY SEWER CONSTRUCTION PRIOR TO COMMENCEMENT OF ANY WORK. ALL WORK FOR STORM AND SANITARY SEWER INSTALLATION SHALL BEGIN AT THE DOWNSTREAM CONNECTION POINT. THIS WILL ALLOW FOR ANY NECESSARY ADJUSTMENTS TO BE MADE PRIOR TO THE INSTALLATION OF THE ENTIRE LINE. IF THE CONTRACTOR FAILS TO BEGIN AT THE DOWNSTREAM CONNECTION POINT AND WORKS UP STREAM, CONTRACTOR SHALL PROCEED AT CONTRACTOR'S OWN RISK AND BE RESPONSIBLE FOR ANY ADJUSTMENTS NECESSARY. CONTRACTOR SHALL VERIFY LOCATION OF SANITARY SEWER LATERAL WITH OWNER PRIOR TO CONSTRUCTION.
2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO POHOLE AND/OR UNCOVER AND EXPOSE EXISTING UTILITIES AT CROSSING LOCATIONS. CONTRACTOR TO PROTECT ALL EXISTING UTILITIES AND SERVICE LATERALS FROM DAMAGE DUE TO CONTRACTOR'S OPERATIONS. ANY AND ALL UTILITY SERVICE LATERALS THAT ARE DAMAGED DURING CONSTRUCTION SHALL BE REPLACED TO THE SATISFACTION OF THE CITY ENGINEER.
3. CONTRACTOR TO MAINTAIN MINIMUM 12 INCH VERTICAL AND 4 FEET HORIZONTAL CLEARANCE TO OTHER EXISTING UTILITIES. FIVE FEET HORIZONTAL CLEARANCE MUST BE MAINTAINED WHEN WORKING NEAR NATURAL GAS. WHERE 12 INCH VERTICAL CLEARANCES CANNOT BE MAINTAINED, USE THE FOLLOWING:
 - a. NEW PIPELINE CROSSING BELOW EXISTING WATER OR ABOVE EXISTING SANITARY SEWER: NEW PIPELINE JOINTS TO BE MINIMUM 5 FEET FROM CENTERLINE OF EXISTING PIPE AND THE TWO JOINTS ON EITHER SIDE OF EXISTING PIPELINE TO BE RESTRAINED.
 - b. NEW PIPELINE CROSSING ABOVE EXISTING WATER OR BELOW EXISTING SANITARY SEWER: NEW PIPELINE JOINTS TO BE MINIMUM 9 FEET FROM CENTERLINE OF EXISTING PIPE AND THE TWO JOINTS ON EITHER SIDE OF EXISTING PIPELINE TO BE RESTRAINED. ENCASMENT MAY BE REQUIRED AS DIRECTED AND APPROVED BY THE CITY ENGINEER.
4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL EXISTING UTILITIES WITH THE APPROPRIATE AGENCIES.
5. THE EXISTING UTILITIES CROSSING THE NEW PIPELINE ARE SHOWN ACCORDING TO THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL VERIFY THE TYPE, SIZE, LOCATION AND DEPTH OF ALL THE UTILITY CROSSINGS (BOTH MAINS AND LATERALS) ARE CORRECT AS SHOWN. NO GUARANTEE IS MADE THAT ALL EXISTING UTILITIES (BOTH MAINS AND LATERALS) ARE SHOWN.
6. ALL EXISTING UTILITY VALVES AND/OR PULL BOXES THAT ARE LOOSE AND/OR BROKEN SHALL BE RE-SECURED AND/OR REPLACED TO THE CITY'S SATISFACTION. ALL EXISTING AND NEW UTILITY STRUCTURES TO BE ADJUSTED TO FINISH GRADE.

Date:	4/19/2016
Prepared By:	V.G.
Checked By:	S.R.
SMP Job No.:	215078

1535 GARDEN LANE
 SUITE 100
 YUBA, CALIFORNIA 95905
 TEL: (530) 941-8000
 FAX: (530) 941-8001
 E-MAIL: SAUNDERS@YUBAENGINEERS.COM

**COMPOSITE UTILITY PLAN
 GRADING AND DRAINAGE PLANS
 6 LOT SUBDIVISION, 180 REDDING RD., CAMPBELL, CA 95008
 BUILDING PERMIT NO. BLDXXXX-XXXX**

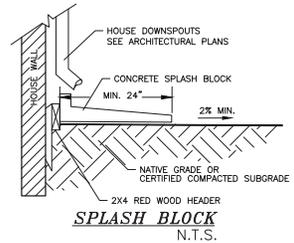
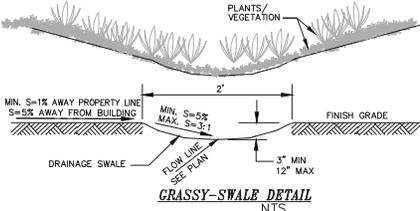
REGISTERED PROFESSIONAL ENGINEER
 STATE OF CALIFORNIA
 CIVIL
 No. 52794

SCALE:
 1" = 10'

SHEET:
 4 OF 8

STORMWATER CONTROL PLAN

SIX LOT SUBDIVISION
180 REDDING RD., CAMPBELL, CA



PRE-CONSTRUCTION VS. POST-CONSTRUCTION IMPERVIOUS AREA COMPARISON				
PRE-CONSTRUCTION IMPERVIOUS AREA CALCULATION				
DESCRIPTION	AREA (SQFT)	AREA (ACRES)	PERCENTAGE	MATERIAL
HOUSE	1,740	0.040	11.2%	ROOFING
SHED	80	0.002	0.5%	ROOFING
AC DWY	740	0.017	4.8%	AC
WALKWAYS, PORCH, PATIOS	338	0.008	2.2%	CONCRETE
TOTAL PROJECT IMPERVIOUS AREA	2,898	0.067	18.7%	IMPERVIOUS
TOTAL PROJECT PERVIOUS AREA	12,671	0.289	81.3%	PERVIOUS
TOTAL SITE AREA	15,470	0.356	100.0%	
POST-CONSTRUCTION IMPERVIOUS AREA CALCULATION				
DESCRIPTION	AREA (SQFT)	AREA (ACRES)	PERCENTAGE	MATERIAL
LOT 1 HOUSE FOOTPRINT	869	0.020	5.6%	ROOFING
LOT 2 HOUSE FOOTPRINT	860	0.020	5.6%	ROOFING
LOT 3 HOUSE FOOTPRINT	860	0.020	5.6%	ROOFING
LOT 4 HOUSE FOOTPRINT	860	0.020	5.6%	CONCRETE
LOT 5 HOUSE FOOTPRINT	1,046	0.024	6.8%	CONCRETE
LOT 1 TO 4 PORCHES, BACKYARD PATIOS	158	0.004	1.0%	CONCRETE
TOTAL PROJECT IMPERVIOUS AREA	4,663	0.107	30.1%	IMPERVIOUS
LOT A PERVIOUS PAVERS DRIVEWAY, STALLS, WALKS	6,929	0.159	44.8%	PERVIOUS AC
PROJECT LANDSCAPE/ GROUND	3,888	0.089	25.1%	LANDSCAPE
TOTAL PROJECT PERVIOUS AREA	10,817	0.248	69.9%	PERVIOUS
TOTAL SITE AREA	15,470	0.356	100.0%	
PRE VS. POST COMPARISON				
DESCRIPTION	AREA (SQFT)	AREA (ACRES)	PERCENTAGE	
PROJECT IMPERVIOUS AREA INCREASE	1,764	0.040	11.3%	

Compliance with NPDES Permit Provision C.3:

The San Francisco Bay Regional Water Quality Control Board (SFWRQCB) incorporated updated requirements into Santa Clara County's National Pollution Discharge Elimination System (NPDES) Permit in August 06. These updated stormwater quality control requirements are predominantly in the category of new development discharge controls. The Permit requires that permanent, post-construction stormwater quality control measures be implemented as part of development projects.

Updated stormwater quality control measures include:

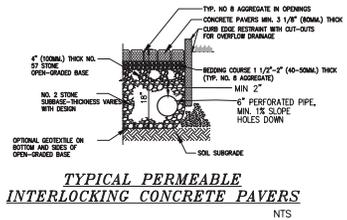
- Source Control Measures
- Site Design Measures
- Treatment Control Measures

Beginning August 15, 2006, all projects creating or replacing 10,000 sq. ft. or more of impervious surface area must design and install a permanent post-construction stormwater treatment facility on the site. The system must be designed and installed according to numeric sizing criteria.

All projects, regardless of size that create or replace impervious surface may be required to install stormwater quality controls to the maximum extent practicable.

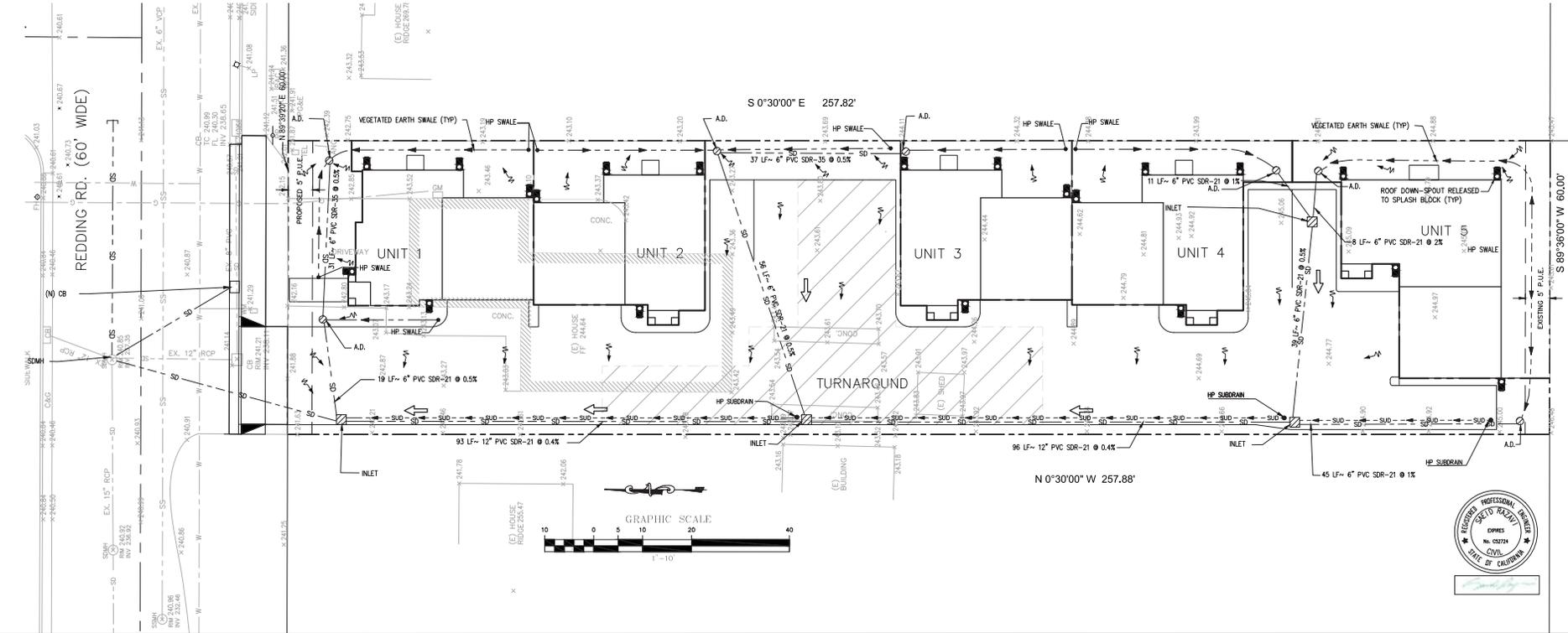
This project proposes to implement appropriate source control and site design measures. The project creates/replaces LESS THAN 10,000 SQFT of impervious surface area, therefore, it is not required to provide stormwater treatment facilities based on numeric sizing criteria. However, the project proposes to implement stormwater treatment measures to maximize the removal of pollutants to the maximum extent practicable.

- Source Control Measures:**
 - Covered material storage and Garage.
- Site Design Measures:**
 - Pervious paver driveway with underdrain
 - Extensive landscaping area to promote on-site infiltration as much as possible.
 - Roof downspout splash blocks that deflect the water away from the building and flow to on-site landscaped area, or vegetated/grassed swales.
- Stormwater Treatment Measures:**
 - NOT APPLICABLE



PARKING LOT AC PAVEMENT NOTES:

- 1- INSTALL FILTER FABRIC TO ENCLOSE OPEN GRADED BASE. PROVIDE MIN. 6" OVERLAP AT SEAMS.
- 2- THICKNESS OF NO. 2 STONE SHALL BE MIN. 12".



Date:	4/19/2016
Prepared By:	V.G.
Checked By:	S.R.
SNP Job No.:	215078

ENGINEERS CIVIL ENGINEERS

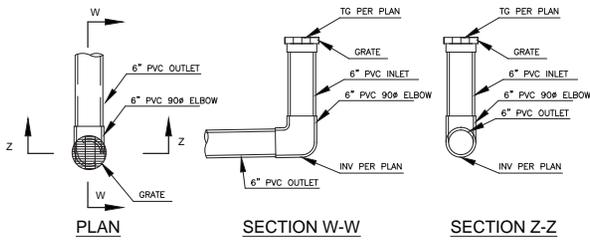
1558 CAROL LANE
SUITE 200
SAN JOSE, CA 95128
TEL: (408) 441-8000
F: (408) 441-8000
E: MAIL: SAKHENDR@YAHOO.COM

**STORM WATER MANAGEMENT PLAN
GRADING AND DRAINAGE PLANS
6 LOT SUBDIVISION, 180 REDDING RD., CAMPBELL, CA 95008
BUILDING PERMIT NO. BLDXXXX-XXXX**

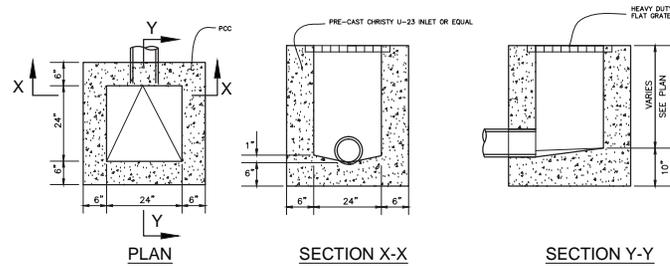
REGISTERED PROFESSIONAL ENGINEER
CIVIL
STATE OF CALIFORNIA
No. C3724

SCALE:
1" = 10'

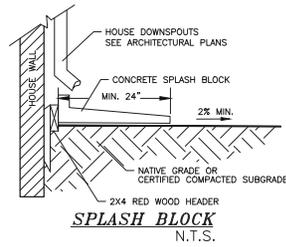
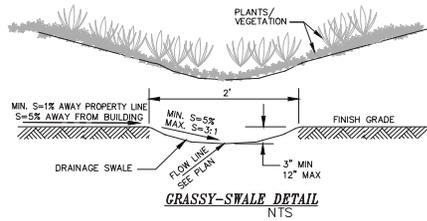
SHEET:
5 OF 8



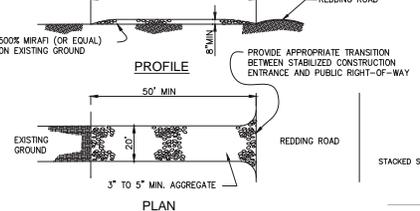
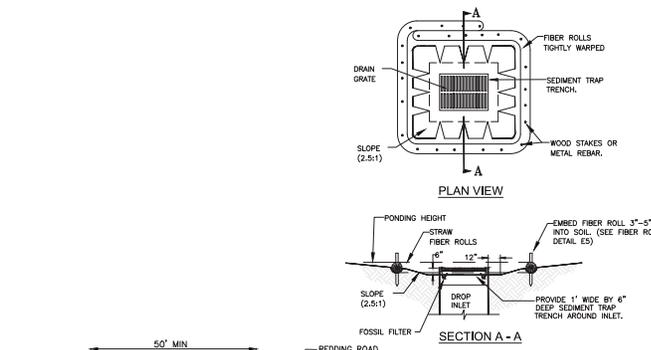
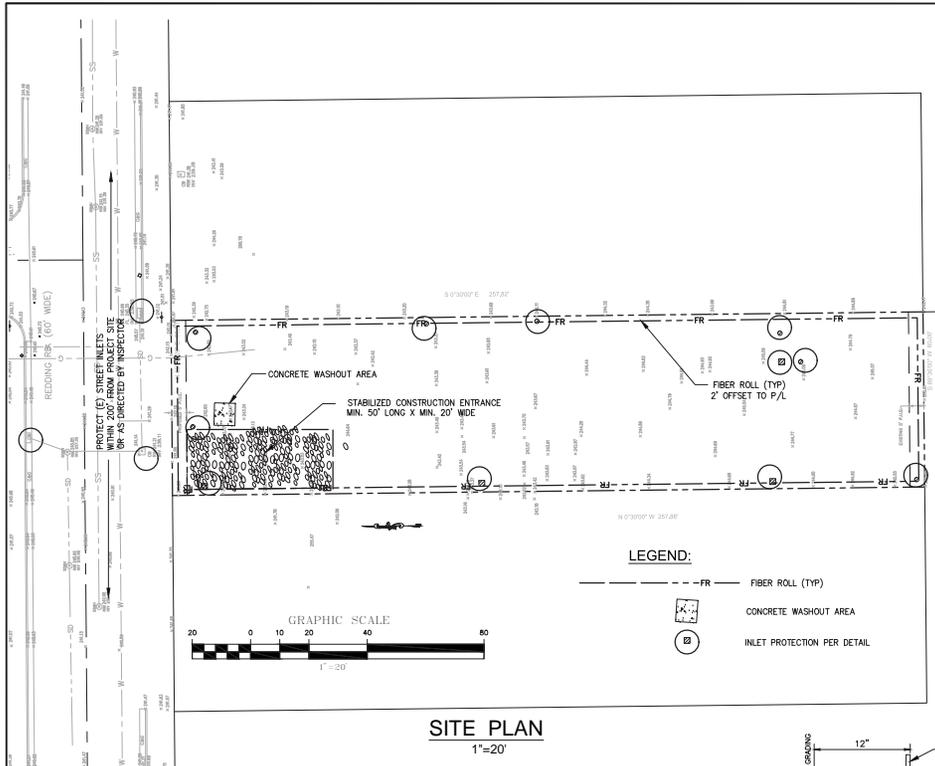
STORM DRAIN AREA DRAIN
NTS



STORM DRAIN INLET
NTS

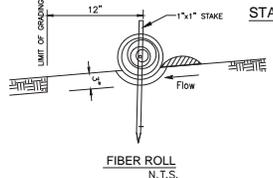
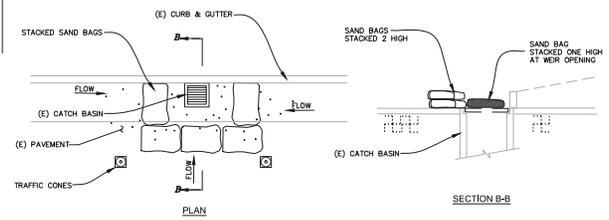


By	Chad
Date	
Revision	
No.	
Date:	4/19/2016
Prepared By:	v.g.
Checked By:	S.R.
SNP Job No.:	215078
 ENGINEERS CIVIL ENGINEERS	
1554 CAROL LANE SUITE 104 TEL: (925) 941-8000 FAX: (925) 941-8009 E-MAIL: SAMP@ENR.COM WWW: WWW.ENR.COM	
DETAILS GRADING AND DRAINAGE PLANS 6 LOT SUBDIVISION, 180 REDDING RD., CAMPBELL, CA 95008 BUILDING PERMIT NO. BLDXXXX-XXXX	
SCALE:	NTS
SHEET:	6 OF 8



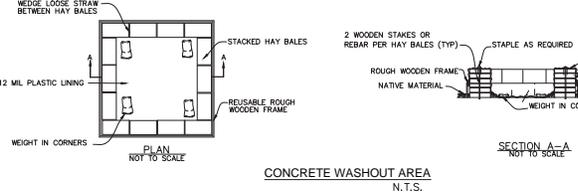
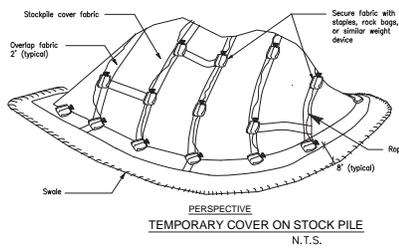
Maintenance

- The entrance shall be maintained in a condition that will prevent tracking or flowing sediment onto public rights-of-way. This may require periodic top dressing with additional stone as conditions demand, and repair and/or clean out any measures used to trap sediment.
- All sediment spilled, dropped, washed, or tracked onto public rights-of-way shall be removed immediately.
- When necessary, wheels shall be cleaned to remove sediment prior to entrance onto public rights-of-way. This shall be done at an area stabilized with crushed stone, which drains into an approved sediment trap or sediment basin.



FIBER ROLL NOTES

- Place fiber roll in key trench 3" deep and place excavated soil on uphill or flow side of the roll.
- On slopes and hillsides, fiber rolls shall be abutted at the ends and not overlapped. Place alternate stakes on both sides of the roll, every 6'.
- Install fiber roll 12" from limit of grading.



EROSION AND SEDIMENT CONTROL NOTES AND MEASURES

- The facilities shown on this Plan are designed to control Erosion and sediment during the rainy season, October 15th to April 30th. Facilities are to be operable prior to October 1 of any year. Grading operations during the rainy season, which leave denuded slopes shall be protected with erosion control measures immediately following grading on the slopes.
- This plan covers only the first winter following grading with assumed site conditions as shown on the Erosion Control Plan. Prior to September 15, the completion of site improvement shall be evaluated and revisions made to this plan as necessary with the approval of the city engineer. Plans are to be resubmitted for city approval prior to September 1 of each subsequent year until site improvements are accepted by the city.
- Construction entrances shall be installed prior to commencement of grading. All construction traffic entering onto the paved roads must cross the stabilized construction entrances.
- Contractor shall maintain stabilized entrance of each vehicle access point to existing paved streets. Any mud or debris tracked onto public streets shall be removed daily and as required by the city.
- If hydroseeding is not used or is not effectively 10/10, then other immediate methods shall be implemented, such as Erosion control blankets, or a three-step application of 1) seed, mulch, fertilizer 2) boom straw 3) sodder and mulch.
- Inlet protection shall be installed at open inlets to prevent sediment from entering the storm drain system. Inlets not used in conjunction with erosion control are to be blocked to prevent entry of sediment.
- Lots with houses under construction will not be hydroseeded Erosion protection for each lot with a house under construction shall conform to the Typical Lot Erosion Control Detail shown on this sheet.
- This erosion and sediment control plan may not cover all the situations that may arise during construction due to unanticipated field conditions. Variations and additions may be made to this plan in the field. Notify the city representative of any field changes.
- This plan is intended to be used for interim erosion and sediment control only and is not to be used for final elevations or permanent improvements.
- Contractor shall be responsible for monitoring erosion and sediment control prior, during, and after storm events.

- Reasonable care shall be taken when hauling any earth, sand, gravel, stone, debris, paper or any other substance over any public street, alley or other public place. Should any blow, spill, or track over and upon said public or adjacent private property, immediately remedy shall occur.
- Sanitary facilities shall be maintained on the site.
- During the rainy season, all paved areas shall be kept clear of earth material and debris. The site shall be maintained so as to minimize sediment laden runoff to any storm drainage systems, including existing drainage swales and water courses.
- Construction operations shall be carried out in such a manner that erosion and water pollution will be minimized. State and local laws concerning pollution abatement shall be complied with.
- Contractors shall provide dust control as required by the appropriate federal, state, and local agency requirements.
- With the approval of the city inspector, erosion and sediment controls may be removed after areas above them have been stabilized.

MAINTENANCE NOTES

Maintenance is to be performed as follows:

- Repair damages caused by soil erosion or construction at the end of each working day.
- Swales shall be inspected periodically and maintained as needed.
- Sediment traps, berms, and swales are to be inspected after each storm and repairs made as needed.
- Sediment shall be removed and sediment traps restored to its original dimensions when sediment has accumulated to a depth of one foot.
- Erosion removed from trap shall be deposited in a suitable area and in such a manner that it will not erode.
- Rills and gullies must be repaired.

- All existing drainage inlets on St. George Lane within the limit of the project shall be protected with sand bags during construction. See detail. Sand bag inlet protection shall be cleaned out whenever sediment depth is one half the height of one sand bag.
- Existing concrete ditch sediment trap shall be cleaned out routinely during construction.



Drawn By:	Checked By:	Date:	Revision:	No.
Prepared By:	Checked By:	4/19/2016		
SMP Job No. 215078		1537 CAROL LANE SAN JOSE, CA 95128 TEL: (408) 441-8000 FAX: (408) 441-8001 E-MAIL: SA@ENGINEERS-CA.COM WWW.ENGINEERS-CA.COM		
ENGINEERS CIVIL ENGINEERS				
EROSION CONTROL PLAN GRADING AND DRAINAGE PLANS 6 LOT SUBDIVISION, 180 REDDING RD., CAMPBELL, CA 95008 BUILDING PERMIT NO. BLDXXXX-XXXX				
SCALE: 1" = 20' SHEET: 7 OF 8				

GENERAL NOTES

- OWNER AND DEVELOPER:
ACCESS DEVELOPMENT GROUP
1420 CAPRI DR.
CAMPBELL, CA 95008
- CIVIL ENGINEER
SMP ENGINEERS
1534 CAROB LANE
LOS ALTOS, CA 94024
TEL: (650) 941-8055
FAX: (650) 941-8755
- EXISTING ZONING: R1-8
- EXISTING APN: 414-48-055
- EXISTING USE: RESIDENTIAL
- PROPOSED USE: FIVE SINGLE FAMILY DWELLINGS
- EXISTING BUILDING: SINGLE FAMILY RESIDENCE.
- GENERAL PLAN: LOW DENSITY RESIDENTIAL
- STREETS: ALL PROPOSED STREET MODIFICATIONS WILL BE IMPROVED TO THE SATISFACTION OF THE DIRECTOR OF PUBLIC WORKS
- EXISTING USE OF ADJACENT PROPERTIES: RESIDENTIAL, SINGLE FAMILY
- WATER: SAN JOSE WATER COMPANY
- FIRE PROTECTION: SANTA CLARA COUNTY FIRE DEPARTMENT
- STORM/ SANITARY SEWER: WEST VALLEY SANITATION
- POWER AND GAS: PACIFIC GAS AND ELECTRIC
- TELEPHONE: AT&T
- CABLE: COMCAST
- SCHOOL DISTRICT: CAMPBELL UNIFIED SCHOOL DISTRICT
- STREET TREES: ANY NEW STREET TREES IN PUBLIC RIGHT-OF-WAY TO BE PLANTED IN ACCORDANCE WITH THE CITY OF CAMPBELL ORDINANCES.
- AREA TO BE SUBDIVIDED: 15,470 SQUARE FEET
- NEW EASEMENT FOR PRIVATE INGRESS, PRIVATE EGRESS, PRIVATE UTILITIES, PRIVATE STORM DRAIN AND PRIVATE SANITARY SEWER AND PUBLIC SIDEWALK EASEMENT AS SHOWN.
- CONTOUR ELEVATION: CITY OF CAMPBELL BENCHMARK
- ALL DIMENSIONS ARE IN FEET AND DECIMAL THEREOF.
- EXISTING WELLS: NONE
- NO NEW STREET NAME.

**TENTATIVE MAP
SIX LOT SUBDIVISION**

FIVE NEW TOWNHOME AND A COMMON LOT DEVELOPMENT

PORTION OF LOT 9, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "TRACT NO. 23 SHELLEY SUBDIVISION", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON FEBRUARY 16, 1932, IN BOOK "4" OF MAPS, PAGE(S) 54 AND 55.

CITY OF CAMPBELL
SCALE: 1"=10'

COUNTY OF SANTA CLARA

CALIFORNIA
APRIL 2016

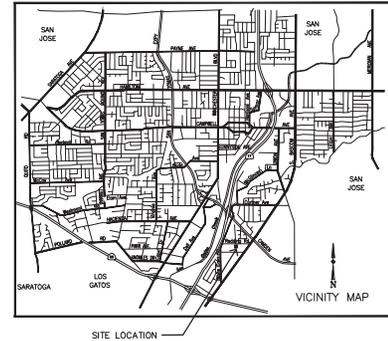
**SMP ENGINEERS
CIVIL ENGINEERS**

1534 CAROB LANE
LOS ALTOS, CA 94024

LEGEND AND ABBREVIATIONS

- STREET CENTER LINE
- DISTINCTIVE BORDER LINE
- (E) PROPERTY LINE
- EASEMENT
- PSE PUBLIC SERVICE EASEMENT
- PUSE PRIVATE UTILITY EASEMENT
- PSDE PRIVATE STORM DRAINAGE EASEMENT
- PSSE PRIVATE SANITARY SEWER EASEMENT
- PIE PRIVATE INGRESS/ EGRESS EASEMENT

LOT AREA TABLE		
DESCRIPTION	AREA (SQFT.)	AREA (ACRES)
LOT 1	1,197	0.03
LOT 2	1,205	0.03
LOT 3	1,170	0.03
LOT 4	1,289	0.03
LOT 5	1,896	0.04
LOT A	8,713	0.20
TOTAL (EX. PARCEL)	15,470	0.36

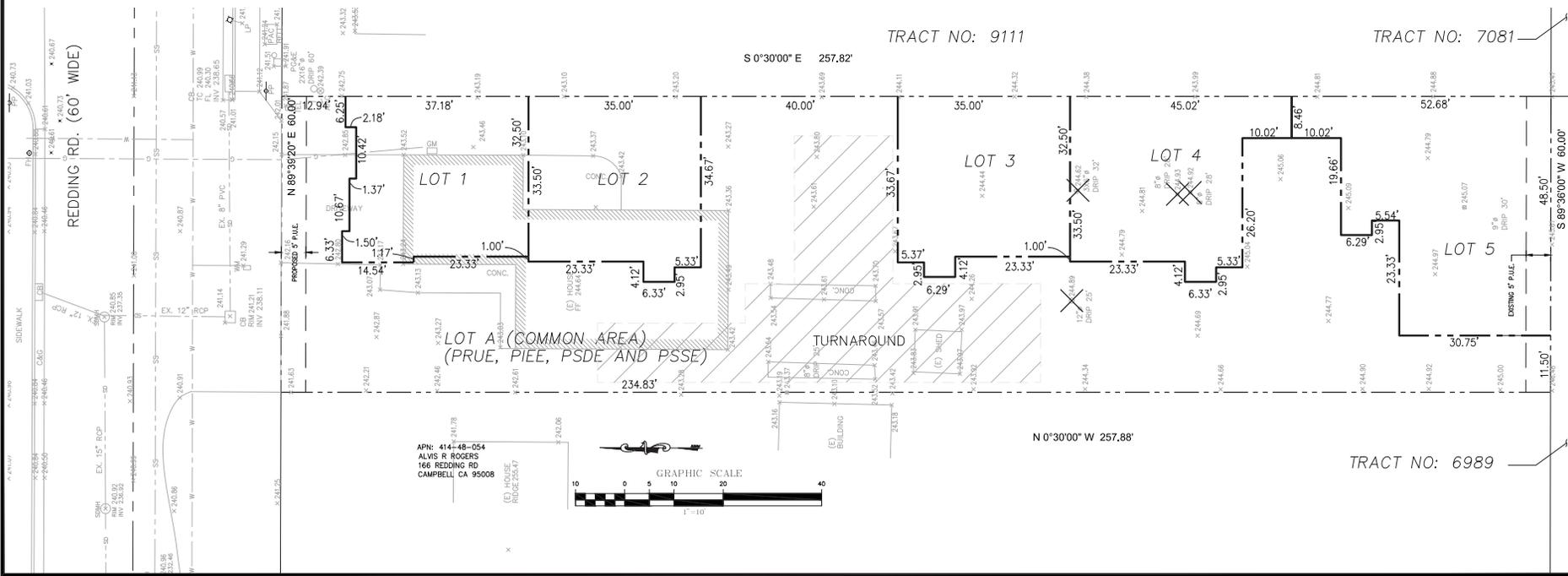
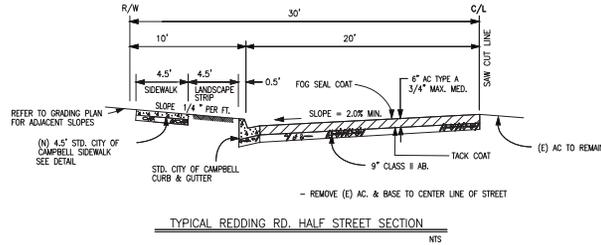


BASIS OF BEARINGS:

THE BEARING N 89°39'20" E OF CENTERLINE OF REDDING RD. AS SHOWN ON CERTAIN TRACT NO. 911, RECORDED IN BOOK 712 OF MAPS AT PAGES 24 & 25, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

REFERENCED ASSUMED BENCHMARK:

REFERENCED CITY OF CAMPBELL B.M. B.M. NO. 90 EL=244.038



SMP
ENGINEERS
CIVIL ENGINEERS
1534 CAROB LANE
LOS ALTOS, CA 94024
TEL: (650) 941-8055
FAX: (650) 941-8755
E-MAIL: SMPENGINEERS@YAHOO.COM

OWNER:
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SMP ENGINEERS
CIVIL ENGINEERS

**TENTATIVE MAP
SIX LOT SUBDIVISION
180 REDDING RD.
CAMPBELL, CALIFORNIA**
APN: 414-48-055

Revisions:
Date: 4/19/2016
Scale: 1"=10'
Designed by: V.G.
Checked by: S.R.
Job #: 215078

County of Santa Clara
Office of the County Clerk-Recorder
Business Division

County Government Center
70 West Hedding Street, E. Wing, 1st Floor
San Jose, California 95110 (408) 299-5688



Santa Clara County Clerk - Recorder's Office
State of California



Document No.: 1031
Number of Pages: 50
Filed and Posted On: 3/23/2016
Through: 4/12/2016
CRO Order Number:
Fee Total: 0.00

REGINA ALCOMENDRAS, County Clerk - Recorder
by Nina Khamphilath, Clerk - Recorder Office Spe,

CEQA DOCUMENT DECLARATION

ENVIRONMENTAL FILING FEE RECEIPT

PLEASE COMPLETE THE FOLLOWING:

- 1. LEAD AGENCY: City of Campbell
2. PROJECT TITLE: 180 Redding Road Subdivision
3. APPLICANT NAME: Mike Paydar PHONE: (408) 307-2897
4. APPLICANT ADDRESS: 299 Redding Road, Campbell CA 95008
5. PROJECT APPLICANT IS A: Local Public Agency School District Other Special District State Agency Private Entity
6. NOTICE TO BE POSTED FOR 20 DAYS.
7. CLASSIFICATION OF ENVIRONMENTAL DOCUMENT

a. PROJECTS THAT ARE SUBJECT TO DFG FEES

- 1. ENVIRONMENTAL IMPACT REPORT (PUBLIC RESOURCES CODE §21152) \$ 3,070.00 \$ 0.00
2. NEGATIVE DECLARATION (PUBLIC RESOURCES CODE §21080(C)) \$ 2,210.25 \$ 0.00
3. APPLICATION FEE WATER DIVERSION (STATE WATER RESOURCES CONTROL BOARD ONLY) \$ 850.00 \$ 0.00
4. PROJECTS SUBJECT TO CERTIFIED REGULATORY PROGRAMS \$ 1,043.75 \$ 0.00
5. COUNTY ADMINISTRATIVE FEE (REQUIRED FOR a-1 THROUGH a-4 ABOVE) \$ 50.00 \$ 0.00

b. PROJECTS THAT ARE EXEMPT FROM DFG FEES

- 1. NOTICE OF EXEMPTION (\$50.00 COUNTY ADMINISTRATIVE FEE REQUIRED) \$ 50.00 \$ 0.00
2. A COMPLETED "CEQA FILING FEE NO EFFECT DETERMINATION FORM" FROM THE DEPARTMENT OF FISH & GAME, DOCUMENTING THE DFG'S DETERMINATION THAT THE PROJECT WILL HAVE NO EFFECT ON FISH, WILDLIFE AND HABITAT, OR AN OFFICIAL, DATED RECEIPT / PROOF OF PAYMENT SHOWING PREVIOUS PAYMENT OF THE DFG FILING FEE FOR THE SAME PROJECT IS ATTACHED (\$50.00 COUNTY ADMINISTRATIVE FEE REQUIRED)
DOCUMENT TYPE: ENVIRONMENTAL IMPACT REPORT NEGATIVE DECLARATION \$ 50.00 \$ 0.00

c. NOTICES THAT ARE NOT SUBJECT TO DFG FEES OR COUNTY ADMINISTRATIVE FEES

- NOTICE OF PREPARATION NOTICE OF INTENT NO FEE \$ NO FEE

8. OTHER: FEE (IF APPLICABLE): \$
9. TOTAL RECEIVED: \$ 0.00

*NOTE: "SAME PROJECT" MEANS NO CHANGES. IF THE DOCUMENT SUBMITTED IS NOT THE SAME (OTHER THAN DATES), A "NO EFFECT DETERMINATION" LETTER FROM THE DEPARTMENT OF FISH AND GAME FOR THE SUBSEQUENT FILING OR THE APPROPRIATE FEES ARE REQUIRED.

THIS FORM MUST BE COMPLETED AND ATTACHED TO THE FRONT OF ALL CEQA DOCUMENTS LISTED ABOVE (INCLUDING COPIES) SUBMITTED FOR FILING. WE WILL NEED AN ORIGINAL (WET SIGNATURE) AND THREE COPIES. (YOUR ORIGINAL WILL BE RETURNED TO YOU AT THE TIME OF FILING.)

CHECKS FOR ALL FEES SHOULD BE MADE PAYABLE TO: SANTA CLARA COUNTY CLERK-RECORDER

PLEASE NOTE: FEES ARE ANNUALLY ADJUSTED (Fish & Game Code §711.4(b)); PLEASE CHECK WITH THIS OFFICE AND THE DEPARTMENT OF FISH AND GAME FOR THE LATEST FEE INFORMATION.

"... NO PROJECT SHALL BE OPERATIVE, VESTED, OR FINAL, NOR SHALL LOCAL GOVERNMENT PERMITS FOR THE PROJECT BE VALID, UNTIL THE FILING FEES REQUIRED PURSUANT TO THIS SECTION ARE PAID." Fish & Game Code §711.4(c)(3)

(Fees Effective 01-01-2016)



**NOTICE OF INTENT
INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION
CITY OF CAMPBELL, CALIFORNIA**

Notice is hereby given of the intent of the Campbell Planning Commission to adopt a Mitigated Negative Declaration pursuant to Public Resources Code Section 21092(b)(1) for the 180 Redding Road Subdivision, which includes applications for a Planned Development Permit (PLN2015-305) for the approval of site configuration, architectural design and to create lots which do not have frontage on a public street, Tentative Subdivision Map (PLN2015-0306) to create five single family lots and one commonly owned lot, Zoning Map Amendment (PLN2015-0307) to change the zoning from R-M (Multiple-Family Residential) to P-D (Planned Development), Parking Modification Permit (PLN2016-68) to allow uncovered parking in lieu of covered, and potentially a reduced number of parking spaces) and Tree Removal Permit (PLN2015-310) to allow removal of "protected trees", pursuant to Public Resources Code Section 21092(b)(1), for property located at **180 Redding Road, Campbell, CA.**

The project site consists of a single parcel located on the south side of Redding Road between White Oaks Road and S. Bascom Avenue. The 15,470 square foot (net area) lot is currently developed with one single-family residence that will be demolished as part of the proposed subdivision. Abutting land uses include a combination of two-unit and three-unit townhome rows to the north, two-unit townhome rows and single-family homes to the east, six-unit townhome rows to the south, and a single-family residence to the west.

The Initial Study prepared by the City was undertaken for the purpose of determining whether the project may have a significant effect on the environment. On the basis of the Initial Study, Community Development Department staff has determined that the project will not have a significant effect on the environment due to the incorporation of certain mitigation measures, and therefore, has prepared a draft Mitigated Negative Declaration for consideration by the Campbell Planning Commission

All interested parties are invited and encouraged to submit comments in writing regarding the draft Mitigated Negative Declaration and/or attend the below described public hearings. The public review period for the draft Mitigated Negative Declaration begins on **March 23, 2016** and ends on **April 12, 2016**. Any comments must be submitted in writing, including email, to the Community Development Department by 5:00 p.m. on **April 12, 2016**. The Initial Study and draft Mitigated Negative Declaration are available for review from 8:00 a.m. to 5:00 p.m. at the Community Development Department, City Hall, 70 North First Street, Campbell, CA or online at <http://www.cityofcampbell.com/501/Public-Notices> under 'Environmental Notices'.

The Campbell Planning Commission will consider the project and draft Mitigated Negative Declaration at a public hearing to be held on **April 12, 2016**. The meeting will be held at 7:30 p.m., or shortly thereafter, in the City Hall City Council Chambers, 70 North First Street, Campbell, CA.

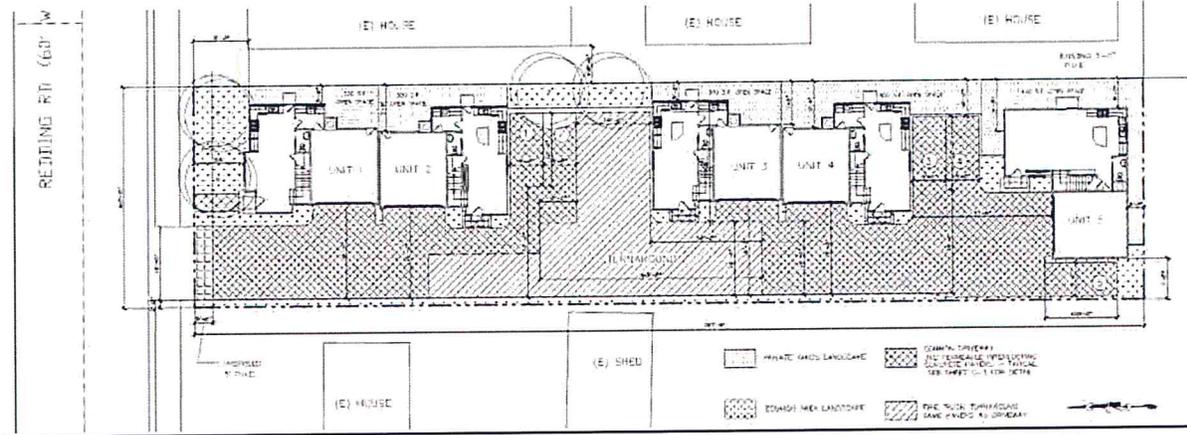
Please be advised that if you challenge the decision on the Mitigated Negative Declaration and/or project in court, you may be limited to raising only those issues you or someone else raised at the public hearings described in this notice, or in written correspondence delivered to the City of Campbell prior to the public hearings. Questions and written comments may be addressed to Stephen Rose, Associate Planner at (408) 866-2142 or by email at stephenr@cityofcampbell.com.

PLANNING COMMISSION
CITY OF CAMPBELL
PAUL KERMOYAN
SECRETARY

INITIAL STUDY

180 Redding Road Subdivision

*An environmental evaluation
prepared in compliance with the
California Environmental Quality Act*



Prepared by
Stephen Rose
Associate Planner

City of Campbell
Community Development Department
Planning Division
70 N. First Street
Campbell, CA 95008

Public Review Period
March 23, 2016 – April 12, 2016



I. PROJECT OVERVIEW

Project Title:	180 Redding Road Subdivision
File Number(s):	Planned Development Permit (PLN2015-305) Tentative Subdivision Map (PLN2015-306) Zoning Map Amendment (PLN2015-307) CEQA Review (PLN2015-308) Tree Removal Permit (PLN2015-310) Parking Modification Permit (PLN2016-068)
Project Address:	180 Redding Road, Campbell CA 95008
Project Sponsor:	Mike Paydar 299 Redding Road, Campbell CA 95008 (408) 307-2897
Existing Zoning:	R-M (Multiple-Family Residential)
Proposed Zoning:	P-D (Planned Development)
General Plan	<i>Low-Medium Density Residential (6-13 units/gr. acre)</i>
Lead Agency:	City of Campbell, Community Development Department 70 N. First Street, Campbell, CA 95008
Contact Person:	Stephen Rose, Associate Planner (408) 866-2142 stephenr@cityofcampbell.com
Date Posted:	March 23, 2016

Project Location and Surrounding Land Use: The project site consists of a single parcel located on Redding Road between White Oaks Road and S. Bascom Avenue. The 15,470 square foot (net area) lot is currently developed with one single-family residence that will be demolished as part of the proposed subdivision. Abutting land uses include a combination of two-unit and three-unit townhome rows to the north, two-unit townhome rows and single-family homes to the east, six-unit townhome rows to the south, and a single-family residence to the west. The City of Campbell Zoning Map classifies the project site as R-M (Multiple-Family Residential). The corresponding General Plan Land Use Designation is *Low-Medium Density Residential (6-13 units/gr. acre)*.

Project Description: The project is an application for a Tentative Subdivision Map to allow subdivision of the project site into five single-family residential parcels, ranging from approximately 1,197 to 2,136 square feet in area. The project also includes a common lot consisting of a single private street and driveway for the subdivision, which takes access the south side of Redding Road. The private street will be 20 feet wide with an additional 2 foot wide landscape buffer on the west side of the drive aisle. The development will include construction of five two-story single-family residences at a maximum height of 23-feet, 6-inches from existing grade and an average floor area ratio of 59% for the entire development.

Project Data

Gross Lot Area: 17,270 square feet (including 1,800 sq. ft. of R.O.W.)

Net Lot Area:

Lot 1: 1,197 square feet

Lot 2: 1,216 square feet

Lot 3: 1,233 square feet

Lot 4: 1,367 square feet

Lot 5: 2,136 square feet

Lot 6: 8,321 square feet (common lot; Lot "A" where noted on plans)

Total Net Lot Area: 15,470 square feet

Proposed Density: 12.6 units/gr. acre (5 units / 0.396 gross acres)

Maximum Density Allowed: 13.0 units/gr. acre

Building Height: 23 Feet, 6 Inches

Parking:	<u>Provided</u>	<u>Minimum Required</u>
	15 spaces (10 enclosed)	15 spaces (12.5 covered)

Note: The net lot size of Lot 5 and Lot 6, as indicated, do not reflect recent revisions to the site plans which results in a total of 15 parking spaces. Minor changes to the project data is expected to occur as part of the project review process.

Project Entitlements: Required land use entitlements for the proposed project include a Planned Development Permit (PLN2015-305) for the approval of site configuration, architectural design and to create lots which do not have frontage on a public street, Tentative Subdivision Map (PLN2015-0306) to create five single family lots and one commonly owned lot, Zoning Map Amendment (PLN2015-0307) to change the zoning from R-M (Multiple-Family Residential) to P-D (Planned Development), Parking Modification Permit (PLN2016-68) to allow uncovered parking in lieu of covered, and potentially a reduced number of parking spaces) and Tree Removal Permit (PLN2015-310) to allow removal of "protected trees".

Other public agencies whose approval is required: None

Project Location

Figure 1: Regional Setting

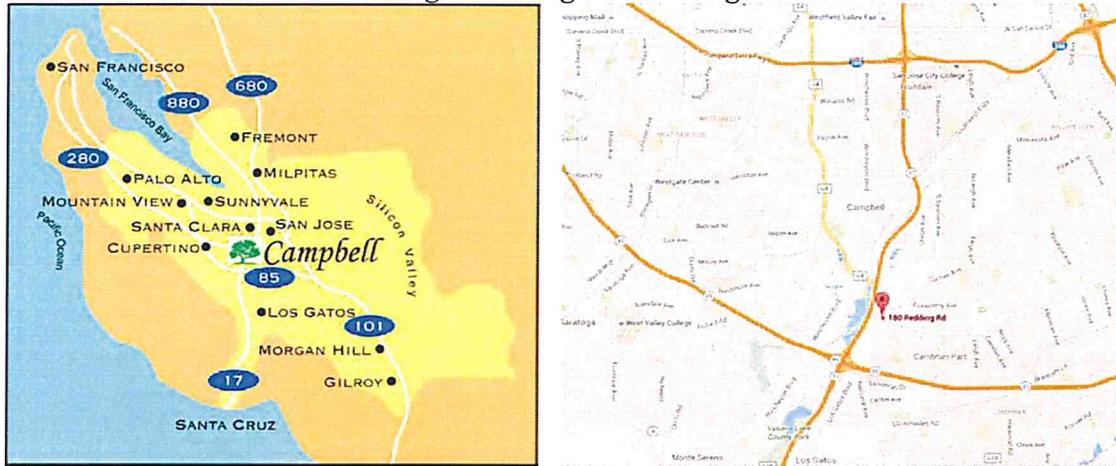
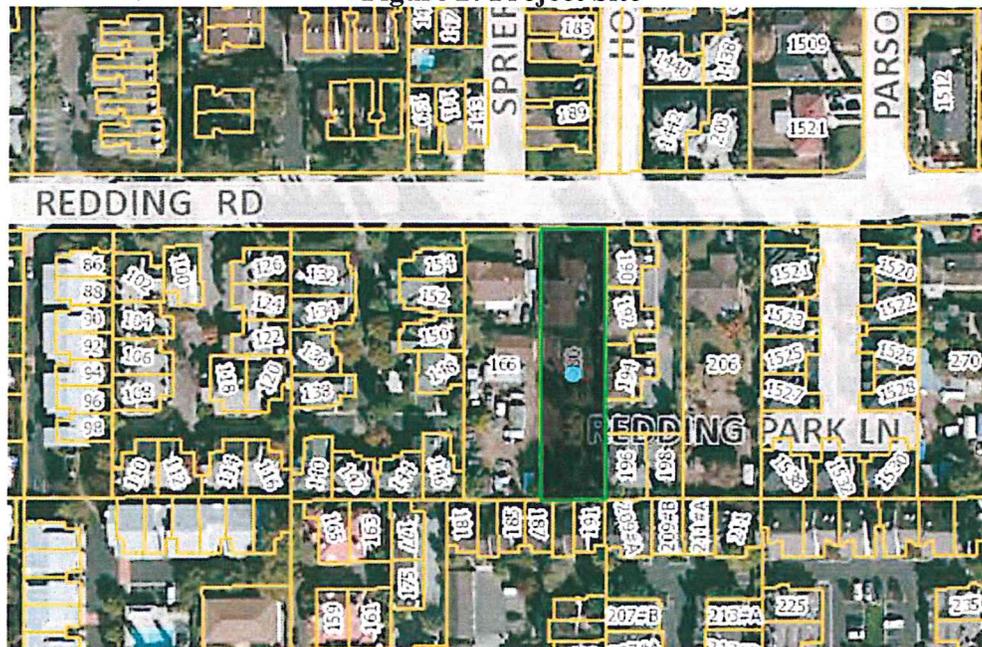
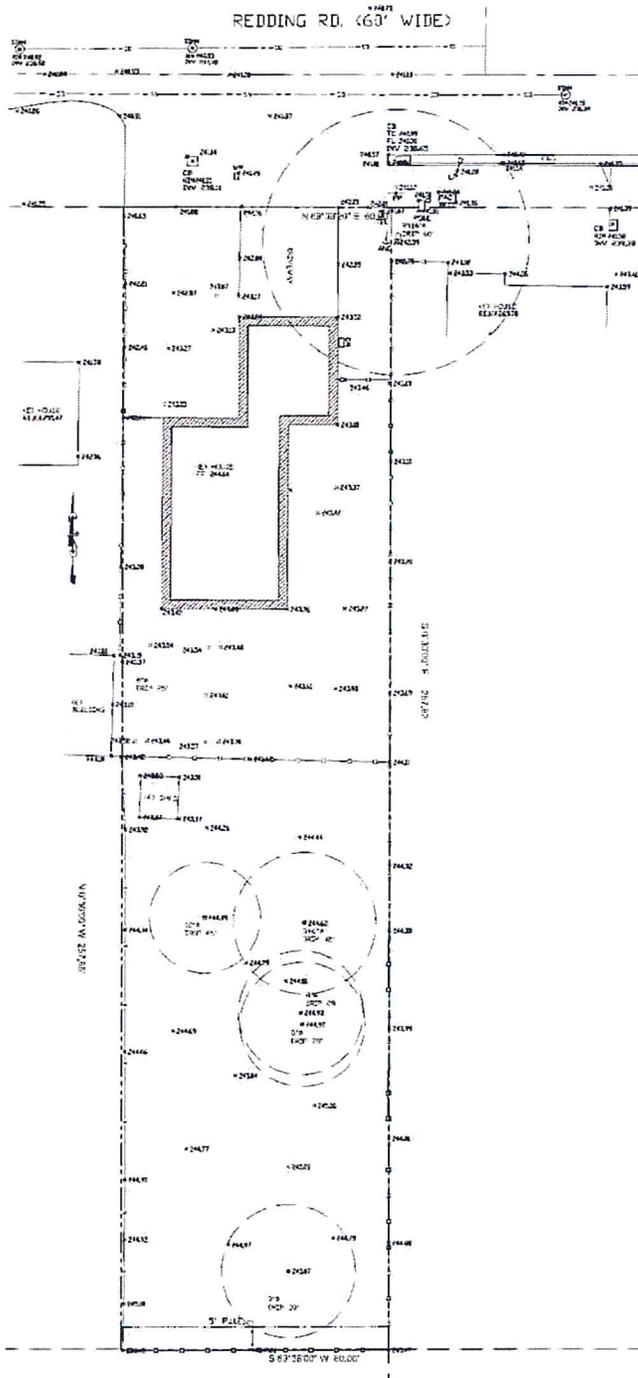


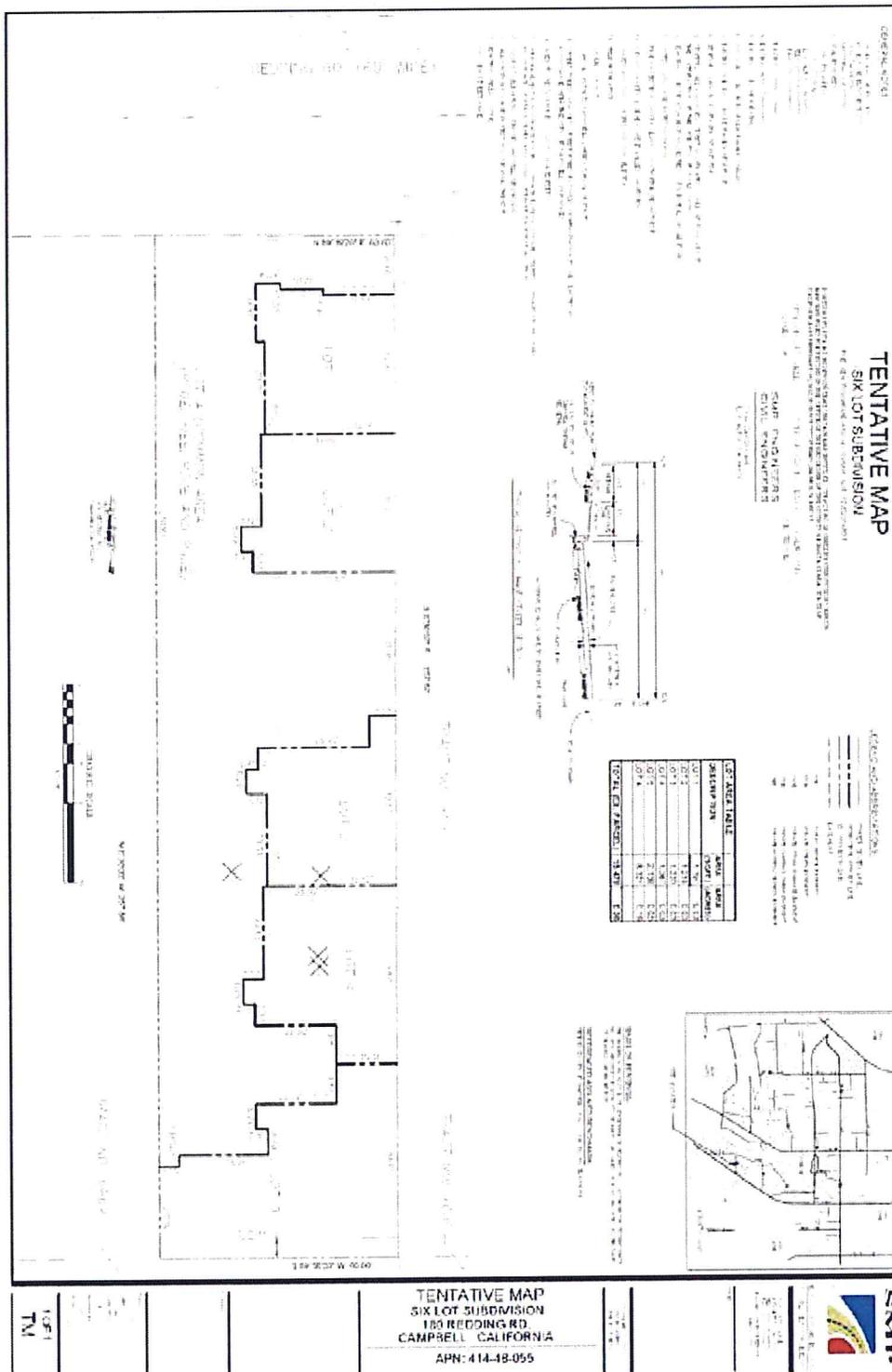
Figure 2: Project Site



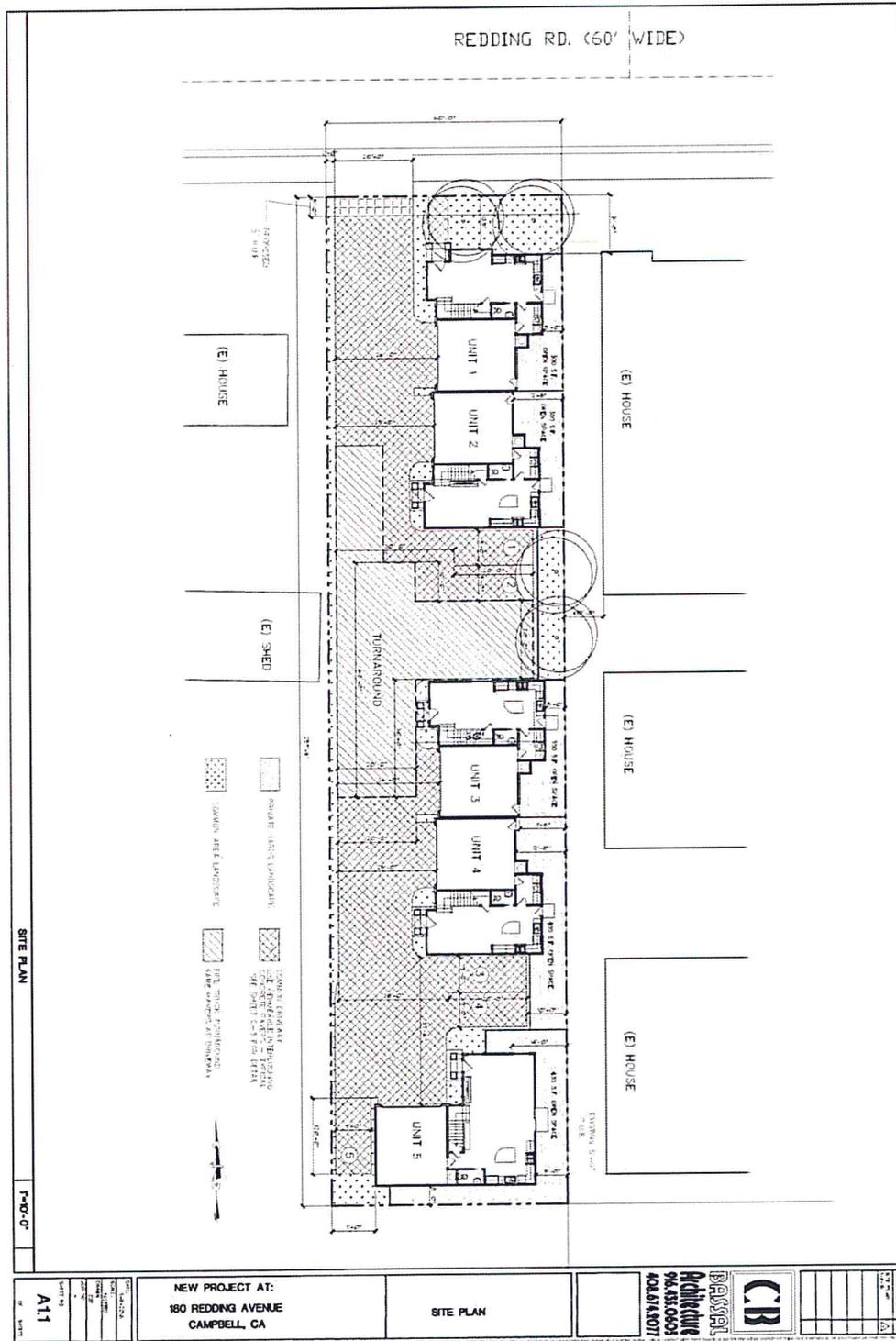
Existing Site Configuration



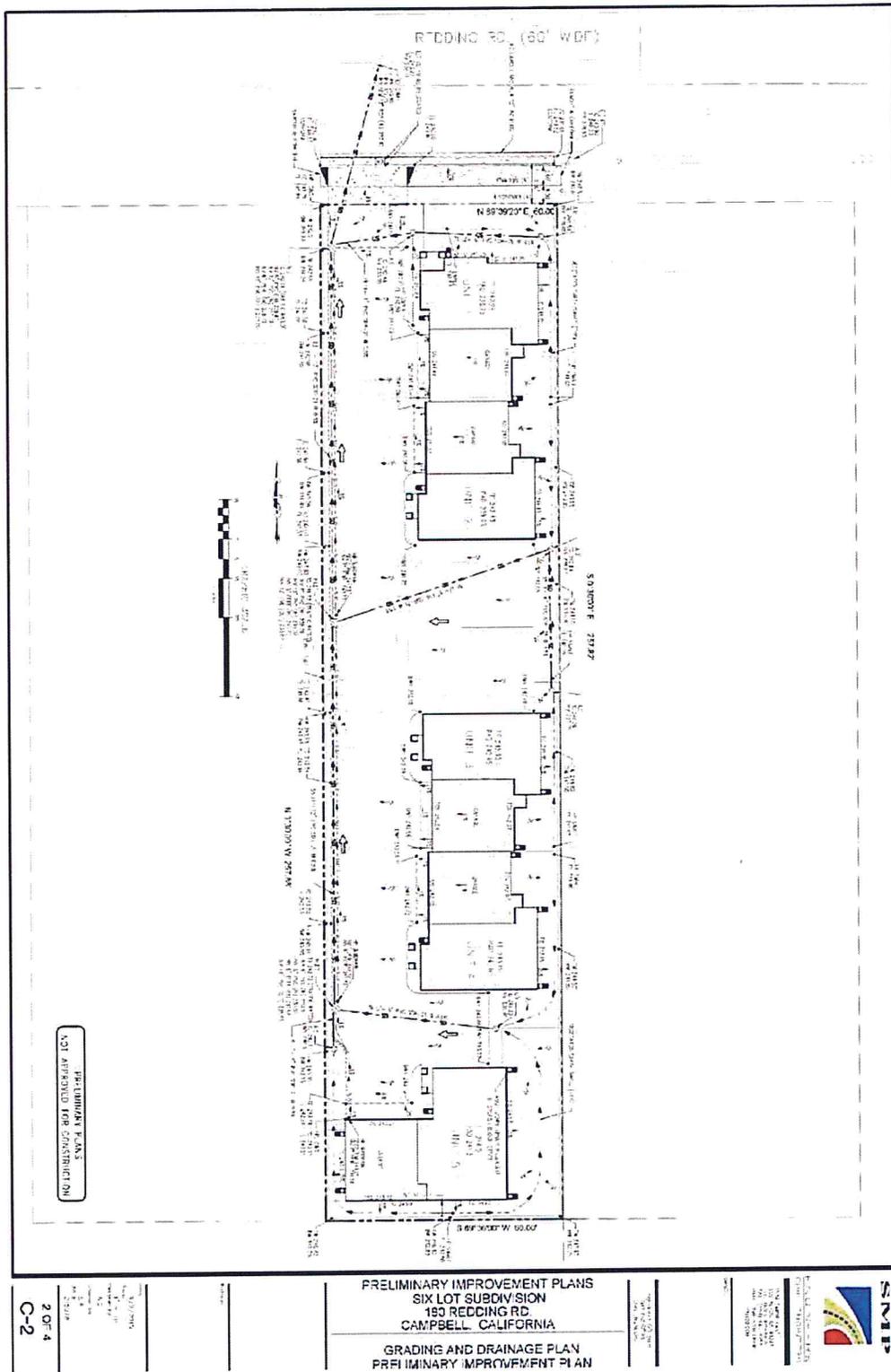
Preliminary Vesting Tentative Subdivision Map



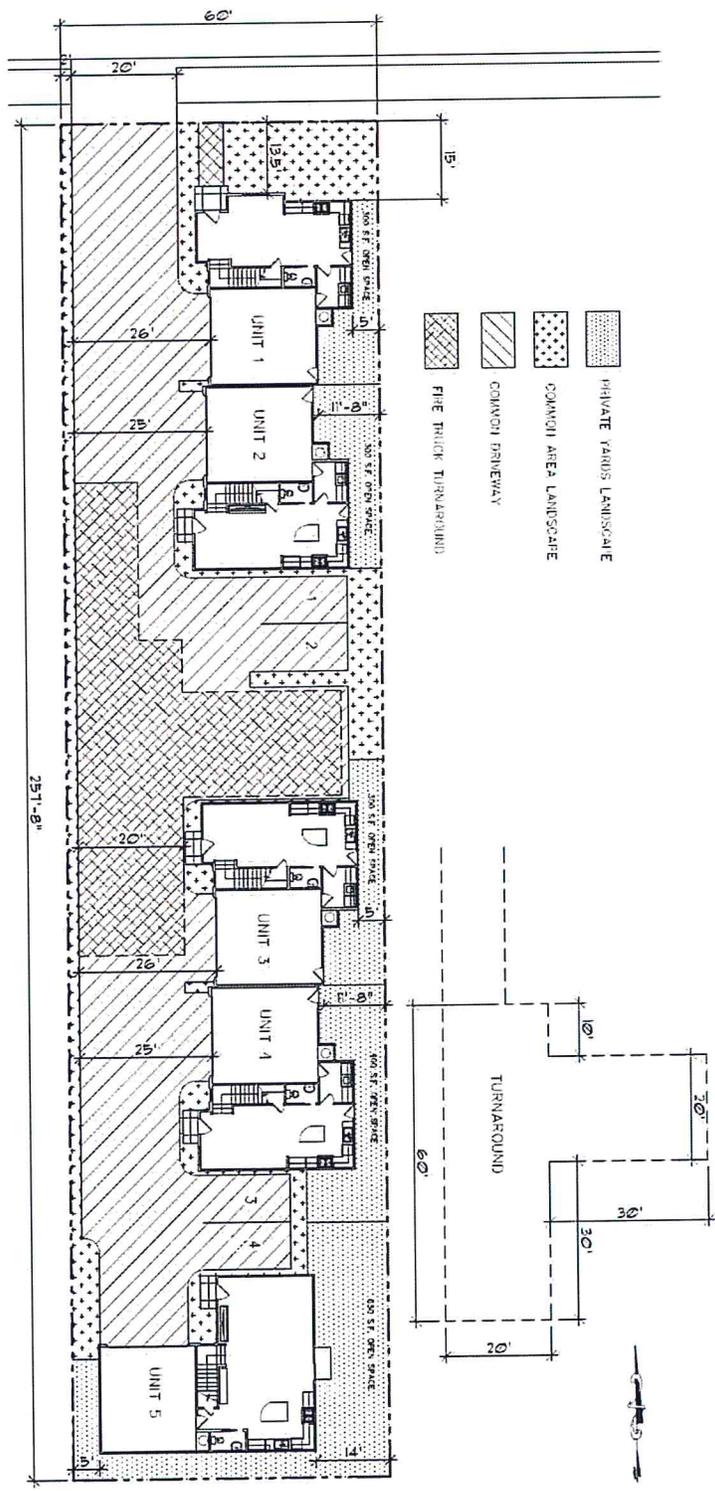
Preliminary Site Plan



Preliminary Grading and Drainage Plan



Preliminary Landscaping Plan



II. ENVIRONMENTAL IMPACT EVALUATION:

The following evaluation has been prepared to determine if the proposed project may result in a “significant impact” on the environment. For the purposes of this study, a significant impact means a substantial or potentially substantial change in the physical environment. The following terms used in the evaluation are defined as specified below:

"Potentially Significant Impact" means that there is either substantial evidence that an effect may be significant or, due to lack of existing information, may have potential to be a significant effect.

"Less than Significant With Mitigation Incorporated" means the incorporation of one or more mitigation measures can reduce the effect from potentially significant to a less than significant level.

"Less Than Significant Impact" means that there is sufficient evidence available to determine that the effect is less than significant and no mitigation is necessary to reduce the impact to a lesser level.

"No Impact" means that the effect does not apply to the proposed project, or clearly will not impact nor be impacted by the project.

A description of the proposed mitigation measures and the factual data or evidence used to reach conclusions regarding impact significance follows each section. The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Less Than Significant with Mitigation Incorporation" as indicated by the checklist on the following pages. The impacts of the project, as well as a recommended mitigation measures, are summarized in Section III: Recommendation and Determination.

- | | | |
|--------------------------------------------------------------------|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| <input type="checkbox"/> (1) Aesthetics
(Page 12) | <input type="checkbox"/> (2) Agriculture Resources
(Page 13) | <input checked="" type="checkbox"/> (3) Air Quality
(Page 14) |
| <input type="checkbox"/> (4) Biological Resources
(Page 16) | <input checked="" type="checkbox"/> (5) Cultural Resources
(Page 17) | <input checked="" type="checkbox"/> (6) Geology/Soils
(Page 18) |
| <input type="checkbox"/> (7) Greenhouse Gas Emissions
(Page 20) | <input checked="" type="checkbox"/> (8) Hazards & Hazardous
Material (Page 21) | <input type="checkbox"/> (9) Hydrology/Water
Quality (Page 23) |
| <input type="checkbox"/> (10) Land Use/Planning
(Page 25) | <input type="checkbox"/> (11) Mineral Resources
(Page 26) | <input type="checkbox"/> (12) Noise
(Page 27) |
| <input type="checkbox"/> (13) Population/Housing
(Page 29) | <input type="checkbox"/> (14) Public Services
(Page 30) | <input type="checkbox"/> (15) Recreation
(Page 31) |
| <input type="checkbox"/> (16) Transportation/Traffic
(Page 32) | <input type="checkbox"/> (17) Utilities/Service System
(Page 34) | <input type="checkbox"/> (18) Mandatory Findings
of Significance
(Page 35) |

1. AESTHETICS

Issues		Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
<i>Would the project:</i>					
(a)	Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b)	Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c)	Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d)	Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

(a to c): The project will alter the existing visual character of the site and its surroundings through demolition of existing structures and eventual development of a five-unit planned residential development. However, since the project site, nor any area, roadway or view-corridor in vicinity of the project site, is a recognized scenic vista or scenic resource, these activities will not result in an adverse environmental affect. Further, the project is subject to various policies and strategies of the Campbell General Plan and the Zoning Ordinance, intended to facilitate development that improves the visual character of the community through good design and site planning through an iterative design review and approval process which takes into account public input.

(d): Currently, the project site has very limited lighting associated with the existing single-family residence. New site lighting is anticipated to include down-lit fixtures for new residences and lighting fixtures along the new public pathway. As all new lighting is subject to the City’s Lighting Design Standards (CMC Sec. 21.18.090)—which requires lighting to be designed and installed so that light rays are not emitted across property lines—the project would not result in new sources of substantial light or glare.

Mitigation Measures(s): None Required.

2. AGRICULTURAL RESOURCES

<i>Would the project:</i>		Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b)	Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c)	Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

(a to c): The project site had historically been used for agricultural production, but is no longer used for, nor zoned for farmland or other agricultural or horticultural purpose. Neither the project site nor surrounding properties contain farmland or support agricultural activity that could be impacted by the project.

Mitigation Measure(s): None Required.

3. AIR QUALITY

Issues		Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
<i>Would the project:</i>					
(a)	Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b)	Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c)	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d)	Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e)	Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

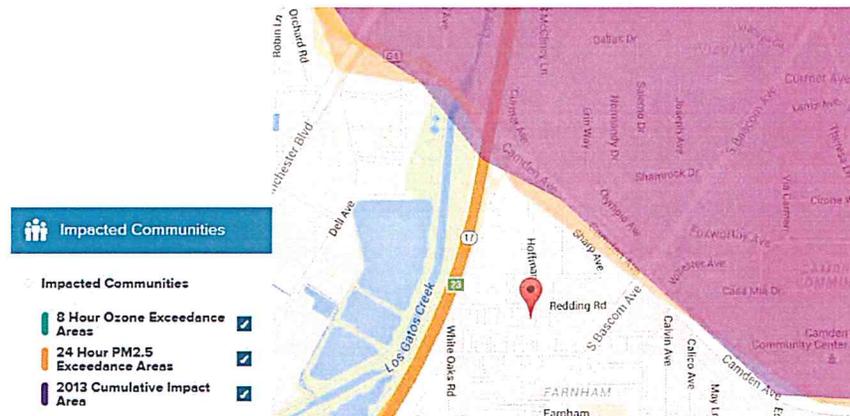
(a to c): The City of Campbell is located within the southern region of the San Francisco Bay Area air basin. The California Air Resources Board coordinates and oversees both state and federal air quality control programs in California. The management of air quality in the basin is the responsibility of the Bay Area Air Quality Management District (BAAQMD). Specifically, the BAAQMD is responsible for monitoring ambient air pollutant levels throughout the basin, and developing and implementing attainment strategies to ensure that future emissions will be within Federal and State standards.

The Bay Area Air Basin is currently classified as a “non-attainment” area for the state ozone standard, meaning that the level of ozone during a one-hour period exceeds the standard of 0.09 parts per million (ppm) on more than one day per year, excluding those occasions when a violation was caused by an exceptional event. For particulate matter less than 10 micrometers in diameter (PM₁₀), the Bay Area Air Basin is currently designated as a “non-attainment” area for the state standard. All other pollutants are designated as “attainment” or “unclassified” for federal standards and as an “attainment” area for the state standard.

The BAAQMD has established thresholds for determining whether a given project has the potential for a significant impact upon air quality. If a project exceeds the threshold(s), detailed air quality analyses are typically required, as well as review by BAAQMD staff. If a project does not exceed the thresholds, then it is assumed to have a less than significant impact upon air quality, unless there are special circumstances. For single-family residential developments, the BAAQMD has established 325- and 114-unit thresholds for operational- and construction-related air pollutants, respectively. As the project would result in creation of five developable residential parcels, it is below the minimum thresholds for air quality analysis and therefore is in compliance with the implementation of the applicable air quality plan. Per the BAAQMD, such a determination is subject to the project incorporating Best Management Practices (BMPs) in demolition and construction, as is required by City ordinances and reiterated through project specific conditions of approval and Mitigation Measure AIR-1.

(d): The BAAQMD defines sensitive receptors as facilities where sensitive receptor population groups (e.g., children, the elderly, the acutely ill and the chronically ill) are likely to be located. These land uses can include residences, hospitals, schools, child-care centers, retirement centers, convalescent homes, and medical clinics. The closest off-site sensitive receptors include the Camden Convalescent Hospital (1131 Camden Avenue, Campbell) and Farnham Elementary School (15711 Woodard Road, San Jose).

In that both facilities are located over a thousand feet away from the project site, no impacts from operation of the homes or construction activities would occur. In consideration of ambient air quality conditions, the project site is located outside of an ‘impacted area’ as identified in the [BAAQMD CARE \(Community Air Risk Evaluation\) Program Report](#) and therefore does not require further analysis to reduce potential health impacts to future residents.



(e): No element of construction or normal activities associated with single-family residences would result in creation of objectionable odors.

Mitigation Measure(s):

AIR – 1: The project applicant shall ensure that construction plans include the BAAQMD Best Management Practices for fugitive dust control. The following will be required for all construction activities within the project area. These measures will reduce fugitive dust emissions primarily during soil movement, grading and demolition activities, but also during vehicle and equipment movement on unpaved project sites:

- Use dust-proof chutes for loading construction debris onto trucks.
- Water or cover stockpiles of debris, soil, and other materials that can be blown by the wind.
- Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two feet of freeboard.
- Sweep daily (with water sweepers) all paved access roads, parking areas, and staging areas at the construction site.
- Sweep streets daily (with water sweepers) if visible soil material is carried onto adjacent public streets, as directed by the City Engineer.
- Enclose, cover, water twice daily or, or apply (non-toxic) soil stabilizers to exposed stockpiles (dirt, sand, etc.).
- Install erosion control measures to prevent runoff from the project site.

4. BIOLOGICAL RESOURCES

<i>Would the project:</i>		Issues	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b)	Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c)	Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d)	Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e)	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f)	Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

(a to d): According to the California Natural Diversity Database and the City’s General Plan, no species identified as a candidate, sensitive or special status species, or habitat for such species are known to occupy the project site.

(e) The applicant shall be required to provide a detailed landscape and irrigation plan which conforms to the City’s Water Efficient Landscaping Standards (WELS). The landscaping will be designed to minimize irrigation and runoff, and promote surface infiltration where appropriate. The project is proposing the removal of 3 protected trees, and an additional 11 non-protected trees. In compliance with the City's Tree Protection requirements (CMC Sec. 21.32), the applicant will be required to install a minimum of six new trees to offset the removal of the six protected trees. Therefore, the project will incur a less than significant impact.

(f): No adopted Habitat Conservation Plan, Natural Community Conservation Plan or approved local, regional or state habitat conservation plans apply to the project or the project site.

Mitigation Measure(s): None Required.

5. CULTURAL RESOURCES

Issues		Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
<i>Would the project:</i>					
(a)	Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b)	Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c)	Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d)	Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion:

(a): The Phase I Environmental Site Assessment prepared for the project identified the historic of use of the property as agricultural production (orchards). Previous known uses would be associated with indigenous populations with no recorded records. As a result, no archaeological or other cultural resources are known to exist on the project site. If archaeological, paleontological, or cultural resources or human remains are discovered, a standard City Condition of Approval will require proper handling of any discovered archeological or paleontological resources, per General Plan Strategy CNR-1.1b.

Archaeological Resources: In accordance with CEQA and the State Public Resources Code, require the discontinuation of all work in the immediate vicinity and the preparation of a resource mitigation plan and monitoring program by a licensed archaeologist if archaeological resources are found on any sites within the City.

Should human remains be discovered during excavation or construction, such remains shall be handled pursuant to § 7050.5 of the California Health and Safety Code and § 5097.94 of the California Public Resources Code. Specifically, in the event a human burial or skeletal element is identified during excavation or construction, work in that location shall stop immediately until the find can be properly treated. The Santa Clara County Coroner shall be notified and shall make a determination as to whether remains are Native American in origin and take such actions as required by law.

Mitigation Measures(s):

CUL – 1: If archaeological or paleontological resources are encountered during excavation or construction, construction personnel shall be instructed to immediately suspend all activity in the immediate vicinity of the suspected resources and the City and a licensed archeologist or paleontologist shall be contacted to evaluate the situation. A licensed archeologist or paleontologist shall be retained to inspect the discovery and make any necessary recommendations to evaluate the find under current CEQA guidelines prior to the submittal of a resource mitigation plan and monitoring program to the City for review and approval prior to the continuation of any on-site construction activity.

6. GEOLOGY AND SOILS

Issues		Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
<i>Would the project:</i>					
	Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
(a)	i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b)	Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c)	Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d)	Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e)	Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f)	Directly or indirectly destroy a unique paleontological resource or site or unique geological feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

(a): The project site is located within the seismically active San Francisco Bay Area. According to maps prepared under the Alquist-Priolo Earthquake Fault Zone Act, there are no zoned active faults within the City of Campbell. Therefore, ground rupture is not likely to occur at the site. The nearest major earthquake faults are the Monte Vista Shannon Fault, San Andreas Fault, the Hayward-Rogers Creek Fault and the Calaveras Fault, all of which pose the greatest earthquake threat because of their high quake potential. The project will likely be subjected to at least one moderate to severe earthquake that will cause moderate to severe ground shaking during the useful life of the building. Because construction practices in the State of California—pursuant to the California Building Code—take into account that earthquakes could potentially damage buildings, they are designed to withstand moderate ground-shaking, resulting in a less than significant impact. In regard to liquefaction, the geotechnical evaluation concluded that the property of liquefaction of the site is low due to the dense sandy gravel. Lastly, according to the State Seismic Hazard Zones Map, the project site is not located in any hazard zone and therefore does not have the potential for liquefaction or earthquake-induced landslides.

(b): The project does not involve any grading, which would not result in substantial soil erosion or the loss of topsoil.

(c): According to the Santa Clara County Geologic Hazard Zones Map, the project site is not geologically unstable and would not pose a risk of landslide, lateral spreading, subsidence, liquefaction or collapse.

(d): A Geotechnical Investigation report prepared for this project evaluated the geotechnical conditions of the site. The review included three borings drilled to depths of 8 to 12 feet to obtain samples for laboratory tests. Based on the results of the investigation the subject site was determined to be

geotechnical suitable for the proposed development. With incorporation of Mitigation Measure GEO-1—requiring compliance with all measures identified by the geotechnical report—the project would not be located soil that is unstable, or that would become unstable as a result of the project.

(e): The project would not involve the use of septic tanks or alternative waste water disposal systems.

(f): As discussed in Section 5 (Cultural Resources), no unique paleontological resources or unique geological features are known to exist on the project site. However, should such resources exist, their disturbance would be a potentially significant impact. Incorporation of Mitigation Measure CUL-1 will ensure that in such event, treatment of paleontological resources or unique geological features, would be conducted in an appropriate manner as to preserve their integrity.

Mitigation Measures(s):

GEO – 1: The applicant shall comply with the recommendations in the Geotechnical Investigation, dated January 7, 2016 by Wayne L. Ting C.E. (No. C46276) of Wayne Ting & Associates Incorporated. Such recommendations shall be incorporated into the project’s final engineering design to minimize the damage from seismic shaking, unsuitable fill, and other geological deficiencies. The project shall use standard engineering techniques and conform to the requirements of the International Building Code to reduce the potential for seismic damage and risk to future occupants.

7. GREENHOUSE GAS EMISSIONS

<i>Would the project:</i>		Issues	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Generate greenhouse gas emissions, either directly or indirectly, that may have a significant effect on the environment?		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b)	Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion:

(a): The BAAQMD May 2011 CEQA Guidelines included GHG emissions-based significance thresholds and established a “bright-line” emissions level of 1,100 metric tons per year for residential land-use type projects. On March 5, 2012 the Alameda County Superior Court issued a judgment finding that the Air District had failed to comply with CEQA when it adopted the Thresholds. The Air District had been ordered to set aside the Thresholds and is no longer recommending that these Thresholds be used as a general measure of project’s significant air quality impacts. Instead, the BAAQMD indicated that Lead agencies may continue to rely on the Air District’s 1999 Thresholds of Significance and make determinations regarding the significance of an individual project’s air quality impacts based on the substantial evidence in the record for that project. As such, the project was evaluated under both thresholds of significance as discussed below:

In review of the Air District’s 1999 Thresholds of Significance for Housing, projects with over 320 single-family units were considered to potentially result in significant emissions. As the Project relates to a single family home, it is well below the 1999 Air District’s Thresholds of Significance.

Under the May 2011 CEQA Guidelines, the potential project source greenhouse gas emissions come from vehicle traffic trips to and from the site. According to the screening threshold prepared by BAAQMD to determine what size of projects would likely result in significant greenhouse gas emissions, which is 1,100 meter metric tons, a single-family residential project would need to encompass 56 houses to achieve a greenhouse gas impact. As such, the proposed project, which pertains to the construction of five single-family residential units, is well below the May 2011 CEQA Guidelines significance thresholds.

(b): The City of Campbell has not adopted a Climate Action Plan or any comparable policy or regulation pertaining to the reduction or monitoring of greenhouse gases.

Mitigation Measure(s): None Required.

8. HAZARDS AND HAZARDOUS MATERIALS

<i>Would the project:</i>		Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b)	Create a significant hazard to the public or the environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c)	Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d)	Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e)	For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f)	For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g)	Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h)	Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

(a and b): No routine transport, use or disposal of hazardous materials would be associated with the project. A slight hazardous potential would exist during the demolition of the existing home (which was built in 1979 and therefore may have lead or asbestos) and project construction when materials and construction equipment are at the site; however, long-term hazard risk is very low. With incorporation of Mitigation Measure HAZ-1 , which requires qualified contractors assess the presence of the lead and asbestos in order to property manage and dispose of such materials, the project would not create a significant hazard to the public or the environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment.

Hazard risks during construction would be regulated by the City’s standard conditions of approval and will be required to be performed in accordance with state and federal hazardous materials regulations and current Best Management Practices (BMP’s) for construction activities. The use of toxic chemicals for landscaping (pesticides, herbicides, etc.) will not be above what is generally required for landscape maintenance and is not considered significant.

(c): The project site is within ½ mile of the Farnham Elementary School, located southwest of the project site. However, the operation of the project will not include hazardous emission or handling of hazardous or acutely hazardous materials, substances. Further, as discussed in Section 3 (Air Quality), construction and demolition related air pollutants that may constitute a hazard are regulated through Best Management Practices as required by City Ordinances and reiterated through Mitigation Measure AIR – 1.

(d): The project site is not listed on the Hazardous Waste and Substances Sites List (available at http://www.dtsc.ca.gov/SiteCleanup/Cortese_List.cfm) compiled pursuant to Government Code Section 65962.5, therefore it would not create a significant hazard to the public or the environment.

(e to f): The project site is not located within the Santa Clara County Airport Land Use Commission jurisdiction, within two miles of a public airport or within the vicinity of a private airstrip.

(g): The project would not interfere with emergency response or evacuation plans. Sufficient emergency access and emergency services staff would be provided for the project site in compliance with the State of California Building Code Standards and requirements of the Santa Clara County Fire and Health Departments.

(h): The project site is not located near any wildland areas and would not cause an increase in wildland fire hazard.

Mitigation Measure(s):

HAZ-1: Prior to issuance of a demolition permit, a qualified contractor shall assess the property for presence of Lead-based paint (LBP) and Asbestos containing building materials (ACBM), and if present, prepare a plan, to the satisfaction of the Building Official, to properly manage and dispose of such materials.

9. HYDROLOGY AND WATER QUALITY

<i>Would the project:</i>		Issues	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)		Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b)		Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in a substantial erosion or siltation on- or off-site.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c)		Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d)		Create the potential for significant changes in the flow velocity or volume of stormwater runoff to cause environmental harm?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e)		Create significant increases in erosion of the project site or surrounding areas?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f)		Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g)		Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h)		Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(i)		Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(j)		Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(k)		Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(l)		Potentially impact stormwater runoff from construction activities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(m)		Potentially impact stormwater runoff from post-construction activities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(n)		Result in a potential for discharge of stormwater pollutants from areas of material storage, vehicle or equipment fueling, vehicle or equipment maintenance (including washing), waste handling, hazardous materials handling or storage, delivery areas, loading docks or other outdoor work areas?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(o)		Result in the potential for discharge of stormwater to affect the beneficial uses of the receiving waters?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(p)		Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

(a and b): The project will be adequately served by existing water supplies, and will be served by the local area water utility as confirmed in written correspondence (“will serve” letter) by the San Jose Water Company. No violations of any water quality standards are expected from the project. The project would not directly deplete groundwater supplies (no wells) or interfere substantially with groundwater recharge (the project is evaluated for the amount of proposed pervious and impervious area to maintain or improve upon existing conditions) such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level.

(c to g): No significant increase in impervious surface area of the lot would result from the project. However, all additional runoff would be conveyed into the public storm drain system. These changes to the Project site would not substantially alter the existing drainage pattern of the area due to the small size of the site. Storm water would be conveyed into the public storm drain system. The course of streams or rivers would not be affected by the proposed Project. The runoff from construction of the proposed Project would not exceed the capacity of existing or planned stormwater drainage systems, provide substantial additional sources of polluted runoff, or substantially degrade water quality.

(h and i): The entire Project site is located in Flood Zone X, according to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps. Flood Zone X is defined as an areas determined to be outside the 0.2% annual chance floodplain.

(j and k): The Project site is located downstream of Lexington Reservoir, in an area defined by the Association of Bay Area Governments as a dam failure inundation area. However, the project is only would not expose any additional people or structures to a new significant risk of loss, injury, or death involving flooding. Furthermore, as the project is not modifying flood protection measures or creating a condition where adjacent properties are exposed to a new significant risk of loss, injury or death involving flooding, no additional exposure to water-related hazards is expected as a result of the project construction or operation.

(l): As discussed in Section 3 (Air Quality), construction and demolition activities are regulated through Best Management Practices as required by City ordinances and reiterated by Mitigation Measure AIR – 1, which is designed to limit air and water contamination related to construction activity. With the implementation of this measure, as well as Mitigation Measure HAZ-1 which requires qualified contractors assess the presence of the lead and asbestos in order to property manage and dispose of such materials, the project would not create a significant hazard to the public or the environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment.

(n): The project will not include uses that would include vehicle fueling, waste handling, hazardous material storage, or other outdoor work areas that could result in the potential discharge of stormwater pollutants.

(o and p): The Project had been reviewed for compliance with Provision C.3 of the National Pollution Discharge Elimination System (NPDES) and had been determined to be below the required thresholds to trigger pollution prevention measures. Furthermore, as the project site does not include any material storage, vehicle or equipment fueling, vehicle or equipment maintenance, waste handling, hazardous materials handling or storage, delivery areas, loading docks, or other outdoor work areas, the project would not violate any water quality standards as it would not result in the potential for stormwater pollutants.

Mitigation Measure(s): None Required.

10. LAND USE and PLANNING

Issues		Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
<i>Would the project:</i>					
(a)	Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b)	Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c)	Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

(a): Projects that have the potential to physically divide an established community typically include construction that would eliminate formal or informal travel ways through a property. No such pathways or other forms of informal access through the project site currently exist. Therefore, the project would not physically divide an established community.

(b): The Campbell General Plan Land Use Element Diagram and Campbell Zoning Map designate the project site as *Medium Density Residential (less than 6-13 units/gr. acre)* and R-M (Multiple-Family Residential), respectively. The Project would result in the creation of five residential parcels, and a common lot, at an approximate density 12.6 units per gross acre and rezone the property to P-D (Planned Development) which allows for residential development within this density range. As such, the proposed subdivision would be consistent with the City of Campbell General Plan and Zoning Ordinance.

(c): No habitat conservation plan or natural community conservation plans are applicable to the project site.

Mitigation Measure(s): None Required.

11. MINERAL RESOURCES

<i>Would the project:</i>		Issues	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)		Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b)		Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

(a to b): No known mineral resources are present at the project site.

Mitigation Measure(s): None Required.

12. NOISE

Issues		Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
<i>Would the project:</i>					
(a)	Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b)	Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c)	A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d)	A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e)	For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f)	For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

(a to b): The City's Noise Ordinance (CMC Sec. 21.16.070.E) provides the following noise exposure standards for new residential development:

- Noise from stationary sources. New residential development shall conform to a stationary source noise exposure standard of 65 dBA for exterior noise levels and 45 dBA for interior noise levels.
- Traffic-related noise. New residential development shall conform to a traffic-related noise exposure standard of 60 dBA CNEL for outdoor noise in noise-sensitive outdoor activity areas and 45 dBA CNEL for indoor noise.

Acoustical studies are required for all new noise-sensitive projects that may be affected by existing noise from stationary sources, including all new residential developments with a noise exposure greater than 60 dBA CNEL. Since no sources of stationary noise are known to exist within vicinity of the project site and the General Plan (reference Pg. CNR-9 – Figure CNR-2) does not identify any streets within the vicinity has having noise-related conditions in excess of 60 dBA CNEL, the project will not result in noise exposure in excess of local standards.

(c): Single-Family residences are classified as sensitive receptors of noise, and to this extent do not themselves generate noise of any appreciable level. As such, the project would not result in increase in ambient noise within the vicinity of the project site.

(d): Construction of single-family residences that will eventually result from the project will temporarily increase ambient noise levels in the project vicinity. However, future construction is governed by CMC Sec. 18.04.052, which limits construction activity from 8 AM to 5 PM., Monday through Friday, 9 AM to 4 PM on Saturday, and prohibits construction on Sunday or National Holidays. Additionally, loud environmentally disruptive noise over 50 dBA (e.g., air compressors without mufflers, continuously running motors or generators, loud playing musical instruments or radios) is prohibited. As such, temporary ambient noise level increases associated with construction will be less than significant.

(e and f): The project is not located within the vicinity of an airport land use plan or within two miles of an airport. The project is not located within the vicinity of a private airstrip.

Mitigation Measure(s): None Required.

13. POPULATION AND HOUSING

<i>Would the project:</i>		Issues	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b)	Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c)	Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

(a): The project will eventually result in the construction of five single-family residential units on a property identified by the Campbell General Plan Housing Element as being suitable and appropriate for housing. The introduction of five single-family residences in a predominantly developed residential neighborhood represents only a nominal increase of population growth. There is no foreseeable indirect population growth associated with the project. The infrastructure provided to service the project site is designed to serve only the proposed residential units.

(b and c): The project will require the demolition of the existing residence that has been vacated, and build five new residential units. Therefore the Project will not result in the displacement of any people or housing units, which would necessitate the construction of replacement housing elsewhere.

Mitigation Measure(s): None Required.

14. PUBLIC SERVICES

<i>Would the project:</i>		Issues	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Would the project result in substantial adverse physical impacts associated with the provision of or need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:					
	i)	Fire Protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	ii)	Police Protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	iii)	Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	iv)	Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	v)	Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion:

(a): The project will require public services such as fire, police services, schools, open space, and street maintenance, commensurate with the scale of the project. The County Fire District, Campbell Police Department, City stakeholder agencies, and area school districts reviewed the project and determined services could be provided at an acceptable level. Existing parkland is sufficient to serve the residents of the project, as discussed in Section 15 (Recreation) and the developer will be required to pay park fees for the creation of new residential units less a credit for the removal of an existing unit.

Mitigation Measure(s): None Required.

15. RECREATION

<i>Would the project:</i>		Issues	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b)	Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

(a): Residents of the project are likely to access Campbell Technology Park located roughly a mile north of the project site. Due to the limited scope and scale of the project, only a nominal increase in the use of City and regional parks and other recreational facilities can be expected as a result of the project.

(b): The project does not any include recreational facilities.

Mitigation Measure(s): None Required.

16. TRANSPORTATION and TRAFFIC

<i>Would the project:</i>		Issues	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)		Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b)		Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c)		Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d)		Substantially increase hazards due to a design feature (e. g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e)		Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f)		Result in inadequate parking capacity?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g)		Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

(a and b): A trip generation analysis based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, prepared by the City Traffic Engineer anticipates that the project (net) would result in a an average of 38 daily trips, including 3AM peak hour (7:00 – 9:00) trips and 4 PM peak hour (4:00 – 6:00) trips. This nominal increase in trips would not result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at area intersections.

Net Project Trips									
Land Use	Qty	Units	AM Peak			PM Peak			ADT
			Total	Inbound	Outbound	Total	Inbound	Outbound	
Existing Unit (Removed)	-1	DU	-1	0	-1	-1	-1	0	-10
Proposed Unit (5 Added)	5	DU	4	1	3	5	3	2	48
Net Trips	4	DU	3	1	2	4	3	1	38

(c): The project will not result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks.

(d): The proposed public roadway is designed consistent with public roadway standards for residential streets as determined by the City Engineer and would not result in hazards due to a design features or incompatible uses.

(e): The project has been designed to comply with emergency access requirements of the Santa Clara Fire Department. The project plans include an emergency vehicle access plan that illustrates compliance with said standards. The County Fire Department has reviewed the project during the City’s department review committee process and will again review the access routes during review of construction drawings.

(f): Anticipated single-family development will be subject to the City's parking standard of two and a half covered spaces per unit plus half a space designated for guest parking per unit, which will result in adequate parking capacity (15 parking spaces for 5 residential units).

(g): The project site is not in vicinity of any light-rail or comparable bus rapid transit (BRT) line (the closest bus stops occur at Bascom and Shelley and Bascom and Camden), and as a result is not subject to City policies encouraging alternative transporting solutions (e.g., provision of transit-passes, incorporation of bicycle parking, etc.). Additionally, the City's adopted requirements for alternative transportation solutions per CMC Sec. 21.28.070 require provision bicycle and clean-air vehicle parking only for non-residential development subject to the Green Building Standards Code (CALGreen). The project, therefore, will not conflict with adopted policies, plans, or programs supporting alternative transportation.

Mitigation Measure(s): None Required.

17. UTILITIES and SERVICE SYSTEMS

Issues		Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
<i>Would the project:</i>					
(a)	Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b)	Require or result in the construction of new water or wastewater treatment or collection facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c)	Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d)	Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e)	Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f)	Be served by a landfill with insufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(g)	Comply with federal, state, and local statutes and regulations related to solid wastes.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion:

(a and b): The project would not exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board; require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities. The West Valley Sanitation District has provided written correspondence (“will serve” letter) which indicates that the sewer facilities are adequate to support the site.

(c): The stormwater runoff generated by the project site would be collected and treated on-site in compliance with Provision C.3 of the National Pollution Discharge Elimination System (NPDES) requirements as discussed in Section 9 (Hydrology and Water Quality) and will not require expansion or construction of new stormwater treatment facilities.

(d): The project will be adequately served by the existing water supplies, as confirmed in written correspondence (“will serve” letter) by San Jose Water Company, the local area water utility.

(e): The project would connect to the existing waste water treatment system, which currently has sufficient capacity to receive the additional waste water generated from the proposed project. Therefore, the project would not impact the ability of the waste water treatment provider (West Valley Sanitation District) to meet its current commitments for service.

(f to g): Existing capacity at local landfills can accommodate the amount of waste generated as a result of project operation. The project would comply with Federal, State and local statutes and regulations related to solid waste.

Mitigation Measure(s): None Required.

18. MANDATORY FINDINGS OF SIGNIFICANCE

Issues		Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b)	Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects?)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c)	Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion:

(a): Based on the findings of the Initial Study, construction and operation of the project, with mitigation, would not substantially degrade the quality the environment; reduce the habitat, population, or range of species; nor eliminate important examples of California history or prehistory.

(b): Based on the findings of this Initial Study, the project would not have individual or cumulative environmental impacts that cannot be mitigated to a less than significant level.

(c): Based on the findings of the Initial Study, there is no evidence to demonstrate that the project would cause a substantial adverse effect on human beings, either directly or indirectly.

Mitigation Measure(s): None Required.

III. RECOMMENDATION and DETERMINATION

Recommendation: On the basis of this initial evaluation, the following measures are recommended to reduce potentially significant effects on the environment to a less than significant level:

1. **Aesthetics:** None Required
2. **Agricultural Resources:** None Required
3. **Air Quality:**

AIR – 1: The project applicant shall ensure that construction plans include the BAAQMD Best Management Practices for fugitive dust control. The following will be required for all construction activities within the project area. These measures will reduce fugitive dust emissions primarily during soil movement, grading and demolition activities, but also during vehicle and equipment movement on unpaved project sites:

- a. Use dust-proof chutes for loading construction debris onto trucks.
- b. Water or cover stockpiles of debris, soil, and other materials that can be blown by the wind.
- c. Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two feet of freeboard.
- d. Sweep daily (with water sweepers) all paved access roads, parking areas, and staging areas at the construction site.
- e. Sweep streets daily (with water sweepers) if visible soil material is carried onto adjacent public streets, as directed by the City Engineer.
- f. Enclose, cover, water twice daily or, or apply (non-toxic) soil stabilizers to exposed stockpiles (dirt, sand, etc.).
- g. Install erosion control measures to prevent runoff from the project site.

4. **Biological Resources:** None Required

5. **Cultural Resources:**

CUL-1: If archaeological or paleontological resources are encountered during excavation or construction, construction personnel shall be instructed to immediately suspend all activity in the immediate vicinity of the suspected resources and the City and a licensed archeologist or paleontologist shall be contacted to evaluate the situation. A licensed archeologist or paleontologist shall be retained to inspect the discovery and make any necessary recommendations to evaluate the find under current CEQA guidelines prior to the submittal of a resource mitigation plan and monitoring program to the City for review and approval prior to the continuation of any on-site construction activity.

6. **Geology and Soils:**

GEO-1: The applicant shall comply with the recommendations in the Geotechnical Investigation, dated January 7, 2016 by Wayne L. Ting C.E. (No. C46276) of Wayne Ting & Associates Incorporated. Such recommendations shall be incorporated into the project's final engineering design to minimize the damage from seismic shaking, unsuitable fill, and other geological deficiencies. The project shall use standard

engineering techniques and conform to the requirements of the International Building Code to reduce the potential for seismic damage and risk to future occupants.

7. Greenhouse Gas Emissions: None Required

8. Hazards and Hazardous Materials:

HAZ-1: Prior to issuance of a demolition permit, a qualified contractor shall assess the property for presence of Lead-based paint (LBP) and Asbestos containing building materials (ACBM), and if present, prepare a plan, to the satisfaction of the Building Official, to properly manage and dispose of such materials.

9. Hydrology and Water Quality: None Required

10. Land Use and Planning: None Required

11. Mineral Resources: None Required

12. Noise: None Required

13. Population and Housing: None Required

14. Public Services: None Required

15. Recreation: None Required

16. Transportation and Traffic: None Required

17. Utilities and Service Systems: None Required

18. Mandatory Findings of Significance: None Required

Determination: On the basis of this initial evaluation, and incorporation of the recommended mitigation measures into the project design:

1.	I find that the project could not have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.	<input type="checkbox"/>
2.	I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.	<input checked="" type="checkbox"/>
3.	I find the proposed project may have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.	<input type="checkbox"/>
4.	I find that the proposed project may have a “potentially significant impact” or “potentially significant unless mitigated impact” on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.	<input type="checkbox"/>
5.	I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or Negative Declaration pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or Negative Declaration, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.	<input type="checkbox"/>

Stephen Rose
PROJECT PLANNER

Associate Planner
TITLE

City of Campbell
AGENCY


SIGNATURE

March 23, 2016
DATE

IV. REFERENCE MATERIALS

Exhibits (May be viewed at <http://www.cityofcampbell.com/General/PublicNotices.htm>):

1. Geotechnical Investigation by Wayne Ting and Associates, Inc. dated January 7, 2016.
2. Phase I Environmental Site Assessment by IRC Environmental Consulting, dated January 26, 2016.
3. Tree Inventory and Assessment, dated January 18, 2016.
4. Will Serve Letters

Reference Documents:

1. Bay Area Air Quality Management District (BAAQMD), June 2010, *CEQA Air Quality Guidelines*.
2. Bay Area Air Quality Management District (BAAQMD), December 2008, *Source Inventory of Bay Area Greenhouse Gas Emissions*.
3. California Environmental Protection Agency (CEPA) California Air Resources Board (CARB), April 2005, *Air Quality and Land Use Handbook: A Community Health Perspective*.
4. California Environmental Protection Agency (CEPA) California Air Resources Board (CARB), November 16, 2007, *Staff Report: California 1990 Greenhouse Gas Emissions Level and 2020 Emissions Limit*.
5. California Natural Diversity Database, 2000.
6. California Office of Planning and Research (OPR), June 19, 2008, *Technical Advisory: CEQA and Climate Change: Addressing Climate Change through California Environmental Quality Act (CEQA) Review*.
7. CEQA Guidelines, 2012 version.
8. City of Campbell General Plan.
9. City of Campbell Zoning Code.
10. Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map, Community Map Number 06085C0239H, Effective Date May 18, 2009.
11. State of California, Seismic Hazard Zones Map, San Jose West Quadrangle, February 7, 2002.
12. U.S. Environmental Protection Agency, April 15, 2009, *Inventory of U.S. Greenhouse Gas Emissions and Sinks: 1990-2007*.

EXHIBIT 1

GEOTECHNICAL INVESTIGATION



Project No. 3530
7 January 2016

Mr. Mike Paydar
12385 Parker Ranch Road
Saratoga, CA 95070

Subject: **GEOTECHNICAL INVESTIGATION**
Proposed Five Townhouses
180 Redding Road
Campbell, California

Dear Mr. Paydar:

In accordance with your authorization, Wayne Ting & Associates, Inc. (WTAI) has completed a geotechnical investigation for the proposed residential development at the subject site. The purpose of this study was to investigate the site conditions and obtain geotechnical data for use in the design and construction of the proposed development. The scope of this investigation included the following:

- a. Site and area reconnaissance by the Project Engineer.
- b. Drilled three borings to a depth of 8 to 12 feet to obtain samples for laboratory tests.
- c. Laboratory testing of selected soil samples.
- d. Analysis of soil samples and information obtained.
- e. Preparation and writing of this report which presents our findings, conclusions, and recommendations.

Our findings indicate that the proposed development is feasible from a geotechnical engineering standpoint provided the recommendations in this report are carefully followed.

SITE LOCATION AND DESCRIPTION

The subject lot is relatively flat and located at 180 Redding Road, Campbell, California. It is bounded to the north by Redding Road and the other sides by residential structures. It is noted that there is an existing structure at the site and will be demolished.

PLANNED DEVELOPMENT

We anticipate that the proposed structure will be two-story and will use wood frames. Moderate building loads are typically associated with this type of construction.

FIELD INVESTIGATION

WTAI conducted the field investigation on December 28, 2015. The field investigation consisted of a site reconnaissance by the Project Engineer and an excavation of three exploratory borings. The borings were excavated using a truck mounted drill-rig with a 4.5-inch solid stem auger.

Soils encountered during the excavation operations were continuously logged in the field. Relatively undisturbed samples were obtained by dynamically driving 18 inches using a 3.0-inch outside diameter Modified California Sampler with a 140-pound hammer free falling 30 inches. Blow counts were recorded for every 6-inch penetration interval, and reported corresponding to the last 12 inches of penetration. These samples were then sealed and returned to the laboratory for testing. The classifications, descriptions, natural moisture contents, dry densities and depths from which the samples were obtained, are shown in the Boring Logs, Figure 2 through 4 of Appendix A.

LABORATORY TESTING

CLASSIFICATION

The field classifications of the samples were visually verified in the laboratory in accordance with the Unified Soil Classification System. These classifications are presented in the Boring Logs, Figures 2 through 4.

MOISTURE-DENSITY

The natural moisture contents and/or dry weights were determined for selected samples obtained during our field investigation. These data are presented in the aforementioned Boring Logs.

SUBSURFACE SOIL CONDITIONS

The following soil descriptions were derived from our site reconnaissance and the information obtained from our exploratory boring samples. Detailed description of the materials encountered in the exploratory borings and the results of laboratory testing are presented in the Boring Logs.

The subsurface soil encountered in our drill boring 1, consisted of 2.0 feet of brown to light brown fine sand to gravelly sand, medium dense and slightly moist, followed by light brown sandy gravel, dense and slightly moist, to the maximum depth explored of 12.0 feet.

The subsurface soil encountered in our drill borings 2 and 3, consisted of 3.0 feet of brown to light brown fine sand to gravelly sand, soft to medium dense and slightly moist, followed by light brown sandy gravel, dense and slightly moist, to the maximum depth explored of 8.0 feet. It is noted that in both borings 2 and 3, loose fine sand and organic soil was encountered in the top 1.5 feet.

Groundwater was not encountered in the borings during the time of investigation. It is noted that fluctuations in the groundwater table are anticipated to vary with respect to seasonal rainfall.

CALIFORNIA BUILDING CODE SITE CHARACTERIZATION

According to the published maps by International Conference of Building Officials (I.C.B.O.), in February 1998, the distances from active faults to the subject site are listed in the following table.

Fault Name	Distance (kilometers)	Direction From Site
Monte Vista - Shannon	2.6	Southwest
San Andreas	10.4	Southwest

The following design values are base on the geologic information, longitude and latitude of the site, and the USGS computer program. Furthermore, in accordance with Chapter 16 of the 2013 California Building Code (CBC), the site seismic design values are provided as follow:

<u>CBC Category/Coefficient</u>	<u>Design Value</u>
Short-Period MCE at 0.2s, S _s	1.971
1.0s Period MCE, S ₁	0.678
Soil Profile Type, Site Class	D
Site Class D, Site Coefficient, F _a	1.0
Site Class D, Site Coefficient, F _v	1.5
S _{MS} = F _a x S _s , Site Class D, Spectral Response Accelerations	1.971
S _{M1} = F _v x S ₁ , Site Class D, Spectral Response Accelerations	1.017
S _{DS} = 2/3 x S _{MS} , Site Class D, Design Spectral Response Accelerations	1.314
S _{D1} = 2/3 x S _{M1} , Site Class D, Design Spectral Response Accelerations	0.678
** Latitude: 37.26512, Longitude: -121.94567	

LIQUEFACTION EVALUATIONS

Liquefaction is a phenomenon in which saturated (submerged) cohesionless soils are subjected to a temporary loss of strength due to the buildup of pore water pressures, generally as a result of cyclic loadings induced by earthquakes or ground shaking. In the process, the soil acquires a mobility sufficient to permit both horizontal and vertical deformations, if not confined. Soils most susceptible to liquefaction are clean, loose, saturated, uniformly graded, fine sands.

Due to the dense sandy gravel, it is our opinion that the probability of liquefaction at the site is low.

DISCUSSIONS, CONCLUSIONS AND RECOMMENDATIONS

1. Based on the results of our investigation, WTAI concludes that the subject site is geotechnically suitable for the proposed residential development. The proposed building can be constructed provided the recommendations presented in this report are incorporated into the project plans and specifications.
2. It is recommended that WTAI should review the grading and foundation plans and specifications so that comments can be made regarding the interpretation and implementation of our geotechnical recommendations in the design and specifications.
3. It is further recommended that WTAI be retained for testing and observation during grading and foundation construction phases to help determine that the design requirements are fulfilled. Our firm should be notified at least two working days prior to grading and/or foundation operations on the property. Any work related to the grading and/or foundation operations performed without the direct observation of WTAI will invalidate the recommendations of this report.
4. The recommendations given in this report are applicable only for the design of the previously described townhouses and only at the location indicated on the site plan. They should not be used for any other purpose.

SITE PREPARATION AND GRADING

5. Prior to grading, the proposed structure areas should be cleared of all obstructions and removal of the existing pipe, pavement and foundations.
6. After clearing, for uniformity, these areas should be over excavated in the upper 1.5 feet. The top 12 inches of exposed native ground should be scarified. After scarifying, it should be disced or bladed until it is uniform and free of large clods. The exposed native subgrade soils will be watered or aerated as necessary to bring the soils to a moisture content of 2 percent above the optimum moisture amount. The subgrade should then be uniformly recompact to a minimum degree of relative compaction of 90 percent of the maximum dry density as determined by ASTM D1557 Latest Edition laboratory Test Procedure. Materials generated from the excavation may be used as engineered fill with the approval of WTAI provided they are not contaminated by debris.
7. Following recompaction of the native subgrade soils, the site may be filled to the desired finished grade using suitable on-site native soil. All fills should be placed in lifts not exceeding 8 inches in uncompacted thickness and compacted to the abovementioned compaction requirements.

FOUNDATION RECOMMENDATIONS

8. The proposed building can be satisfactorily supported on a mat or footing foundation system provided that the site is prepared as previously recommended.

Mat Foundation

9. The mat foundation should be designed for an allowable bearing pressure of 2,000 p.s.f. due to dead loads plus live loads, and 2,500 p.s.f. due to all loads which include wind or seismic forces. The edges of mat slabs should be founded at least 6 inches below the bottom of the crushed rock recommended in Item 14a.

10. Modulus of subgrade reaction of 100 k.c.f. should be used for the design of the mat slab foundation.

11. The available resistance to lateral loads when utilizing a structural slab is limited to the sliding resistance along the base of the slab. Sliding resistance between the bottom of the slab and the underlying soil should be based on a friction value of 0.30.

Footing Foundation

12. The footings should be designed for allowable bearing pressures of 2,000 p.s.f. due to dead loads plus design live loads, and 2,700 p.s.f. due to all loads which include wind or seismic forces. The bottom of the interior and exterior footings should be founded at least 24 inches below the lowest adjacent pad grade (trench depth). Footings should be reinforced by the Structural Engineer.

13. The available resistance to lateral loads when utilizing spread footing is limited to sliding resistance along the base of the footing. Sliding resistance between the base of the footing and the underlying soil may be taken as a friction value of 0.30.

13. We estimate that the total movement from the anticipated building loads and liquefaction may be less than 1.0 inches, and post-construction differential settlements across the building should not exceed approximately 0.5 inches during the life of the building following construction.

CONCRETE SLAB-ON-GRADE

14. To reduce the potential cracking of the concrete slab, the following recommendations are made:

- a. Mat slab-on-grade should be underlain by at least 4 inches of 3/4-inch clean crushed rock.
- b. Where moisture transmission through slabs is undesirable, a 15-mil membrane serving as a vapor retarder should be placed over the above recommended crushed rock to minimize condensation caused by temperature differentials under the floor covering.

- c. The exterior concrete slabs should be reinforced by the project structural engineer to reduce cracking and should not be tied into the foundation.
- d. Minor movement of the concrete slab with resulting cracking should be expected. Controlled predetermined failure planes should be scored in the concrete in both directions over the slab area.

TRENCH BACKFILL

15. Backfilling and compaction of utility trenches must meet the requirements published by the City of Campbell. All trench backfill under pavement areas must be backfilled with native or imported soil and compacted to at least 95% relative compaction.
16. The backfill of utility trenches extending under the building and landscaping area should be properly compacted to ensure against water migration underneath the structure.

PROPOSED DRIVEWAY

17. Prior to the beginning of any paving construction, the upper 10 inches of the subgrade soil should be scarified and recompact to 95% of the maximum dry density at 2 to 3% above the optimum moisture value as defined by ASTM D1557 Latest Edition Test Procedure.
18. Aggregate Base: Following compaction of subgrade, all aggregate base material should then be placed and compacted to a minimum of 95% relative compaction. Aggregate base material should conform to the requirements for Caltrans Class II Aggregate Base.
19. Pavement Sections: The recommended pavement sections are 3.0 inches of asphaltic concrete on 12.0 inches of Class II baserock.

GENERAL CONSTRUCTION REQUIREMENTS

20. All finish grading must be adjusted to provide positive drainage away from the building structure to prevent ponding of water in or near the building.
21. Roof drainage should be collected by a system of gutters and downspouts and discharged by adequate piping to carry storm water away from the building structure.
22. Landscape mounds or concrete flatwork should not be constructed to block or obstruct the surface drainage measures. Sprinkler systems should not be installed where they may cause ponding or saturation of the foundation soil.

LIMITATIONS AND UNIFORMITY OF CONDITIONS

23. Our professional services, findings, and recommendations were prepared in accordance with generally accepted engineering principles and practices. No other warranty, expressed or implied, is made.

24. The conclusions and recommendations contained in this report will not be considered valid after a period of two years unless the changes are reviewed, and the conclusions of this report are modified or verified in writing.

25. This report is issued with the understanding that it is the responsibility of the owner or his representative, to ensure the information and recommendations contained in this report are brought to the attention of the architect, engineer, and contractor. In all cases, the contractor shall retain responsibility for the quality of the work and for repairing defects regardless of when they are found. It is also the responsibility of the contractor for conforming to the project plans and specifications.

Should you have any questions relating to the contents of this report, please contact our office at your convenience.

Very truly yours,

WAYNE TING & ASSOCIATES, INC.



Wayne L. Ting, C.E.
Principal Engineer

Copy: 1 to Mr. Paydar



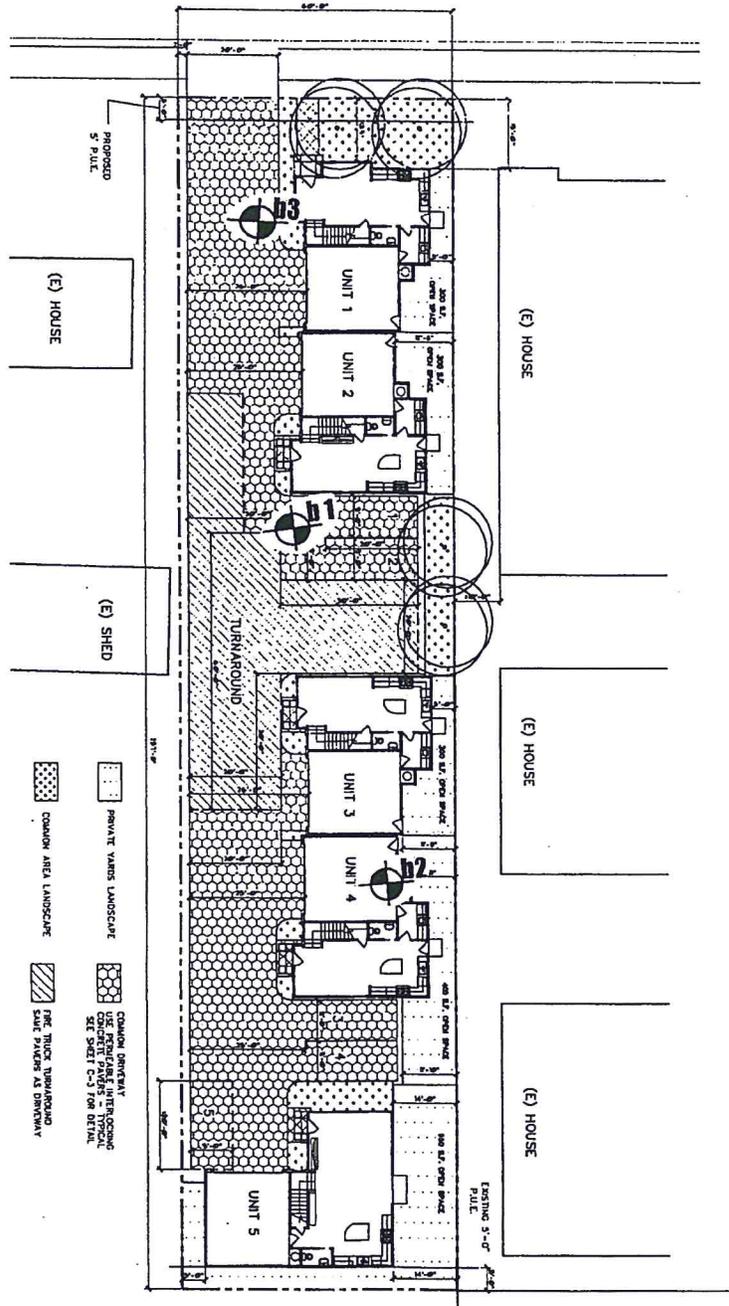
Project No. 3530
7 January 2016

APPENDIX A

Site Plan, Figure 1

Boring Logs, Figures 2 through 4

REDDING ROAD



<p>WAYNE TING & ASSOCIATES, INC.</p>	<p>Site Plan</p>	<p>Figure No. 1</p>
<p>GEOTECHNICAL CONSULTANTS</p>	<p>Scale: 1"=40'</p>	<p>Page No. 9</p>

Depth (Feet)	Description	Sample No.	Unified Soil Classification	Blows/Foot (350 Ft.-Lbs)	Dry Density (P.C.F)	Moisture (% Dry Density)	Pocket Penet. (T.S.F)	Remarks
1	Brown fine sand to gravelly sand, medium dense and slightly moist		SM					
2	Light brown sandy gravel, dense and slightly moist increases in gravel size	1-1	GP	>50		5.4		
3								
4								
5								
6								
7		1-2		>50		4.1		
8								
9								
10								
11								
12	Boring terminated due to refusal at 12.0 feet. No groundwater was encountered.					4.3		
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
WAYNE TING & ASSOCIATES, INC.		BORING LOG NO. 1					<i>Figure No. 2</i>	
GEOTECHNICAL CONSULTANTS		<i>Date Drilled: 28 December 2015</i>		<i>By: TN</i>		<i>Page No. 10</i>		

Depth (Feet)	Description	Sample No.	Unified Soil Classification	Blows/Foot (350 Ft.-Lbs)	Dry Density (P.C.F)	Moisture (% Dry Density)	Pocket Penet. (T.S.F)	Remarks
1	Brown fine sand and organic soil, loose and very moist medium dense		SM			12.9		
2								
3	Light brown sandy gravel, dense and slightly moist	2-1	GP	39				
4								
5								
6								
7								
8	Boring refusal due to gravel condition at 8.0 feet. No groundwater was encountered.	2-2		>50		4.9		
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								

Depth (Feet)	Description	Sample No.	Unified Soil Classification	Blows/Foot (350 Ft.-Lbs)	Dry Density (P.C.F)	Moisture (% Dry Density)	Pocket Penet. (T.S.F)	Remarks
1	Brown fine sand and organic soil, loose and very moist		SM					
2	medium dense							
3	Light brown sandy gravel, dense and slightly moist		GP					
4								
5								
6								
7								
8	Boring refusal due to gravel condition at 8.0 feet.							
9	No groundwater was encountered.							
10								
11								
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WAYNE TING & ASSOCIATES, INC.		BORING LOG NO. 3						<i>Figure No. 4</i>
GEOTECHNICAL CONSULTANTS		<i>Date Drilled: 28 December 2015</i>	<i>By: TN</i>	<i>Page No. 12</i>				

EXHIBIT 2

PHASE I ENVIRONMENTAL SITE ASSESSMENT

IRC Environmental Consulting, LLC

www.irc-enviro.com

**PHASE I
ENVIRONMENTAL
SITE ASSESSMENT
REPORT**

**180 Redding Road
Campbell, California**

January 22, 2016

Project Number 3320

Prepared For

**Access Development Group, Inc.
12385 Parker Ranch Road
Saratoga, CA 95070**

Prepared By

**IRC Environmental Consulting
430 South 4th Street
San Jose, California 95112-5730
(408) 313 - 9376**

IRC Environmental Consulting, LLC

www.irc-enviro.com

January 22, 2016

Project Number 3320

Access Development Group, Inc.
12385 Parker Ranch Road
Saratoga, CA 95070

Attn: Mike Paydar

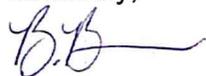
**Subject: PHASE I ENVIRONMENTAL SITE ASSESSMENT REPORT
180 REDDING ROAD
CAMPBELL, CALIFORNIA**

Dear Mr. Paydar:

IRC is pleased to present the accompanying final report of the Phase I Environmental Site Assessment (ESA) prepared for the subject Site.

IRC appreciates the opportunity to have been of service. Should you have any questions or require additional information or services please contact me at (408) 313 - 9376 or ircenvironmental@gmail.com.

Sincerely,



Benjamin Berman
Project Manager
IRC Environmental Consulting (IRC)

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FIGURE 4	SUBJECT SITE FEATURES

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TABLE 2 SUMMARY OF CITY DIRECTORIES REVIEWS

PHTOGRAPHS

PHOTOGRAPHS PHOTOGRAPH NOTES & SITE PHOTOGRAPHS (SUBJECT
PROPERTY & ADJOINING PROPERTY)

APPENDICES (ON CD)

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APPENDIX B	HISTORICAL TOPOGRAPHIC MAPS
APPENDIX C	CITY DIRECTORIES
APPENDIX D	AERIAL PHOTOGRAPHS
APPENDIX E	SANBORN MAPS
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APPENDIX G	RADIUS MAP REPORT
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APPENDIX K	GOOGLE EARTH IMAGES, 2002 - 2015
APPENDIX L	CITY OF CAMPBELL DATA

1.0 EXECUTIVE SUMMARY, CONCLUSIONS, RECOMMENDATIONS

IRC Environmental Consulting, LLC (IRC) has completed a Phase I Environmental Site Assessment (ESA) of the property located at address 180 Redding Road, Campbell, California (referred to hereinafter as the Site, subject Site, or subject property). This Site assessment was prepared for Access Development Group, Inc. in January 2016.

This assessment included the visual survey of the Site, exterior inspection of immediately adjacent properties, review of historical documentation, review of local agency files specific to the Site, and a review of regulatory databases that identify nearby sites of potential environmental concern. The purpose of this assessment was to evaluate the Site for real and potential environmental impairments, or risks of impairments, that may represent existing or potential financial and legal liabilities to Access Development Group, Inc. and / or their agents.

Based on our review of available records, site inspection, and / or interviews, no Recognized Environmental Conditions (RECs) were identified. However, given the intended re-development of the subject property for multi-unit residential use, additional action is recommended to address potential Business Environmental Risks and Non-Scope Considerations. See below for details.

Findings, Opinions

Subject Property, Location, Description, Current Uses

The subject Site is identified as Santa Clara County Assessor's Parcel Number 414-48-055, and is associated with 180 Redding Road in the City of Campbell, California. The subject property consists of a +/- 0.36 acre, long and narrow rectangular parcel of land developed with one +/- 1,150 square foot, 2 bedroom, 1 bath, single-family residence with paved driveway and front yard / lawn on the north part of the parcel proximate to Redding Road. The majority of the parcel, consisting approximately of the south 2/3 of the property, is mostly unpaved and contains some trees and other vegetation.

Subject Property, Historical Uses

Review of available information indicated that the subject property was mostly agricultural (orchards) by the 1930s (or earlier) until circa the 1970s. The existing single-family residence on the subject property was built circa 1977 and the subject property has remained mostly residential to the present with remnants of orchard trees on the back south half of the property.

Adjoining Properties, Historical and Current Uses

Immediately adjoining / surrounding properties were mostly agricultural (orchards) into the 1950s. By the 1960s to 1970s most immediately adjoining / surrounding properties were developed for single-family and multi-unit residential use. The adjoining property to the west at 166 Redding Road and the subject property at 180 Redding Road may have been one parcel or used as one property, and the back half's of both properties may have been connected.

Recognized Environmental Conditions (RECs)

No Recognized Environmental Conditions (RECs) were identified. Potential Business Environmental Risks and Non-Scope Considerations were identified (see below).

Business Environmental Risks

- The immediately adjoining property to the west of the subject property, 166 Redding Road, a single-family residence, has utilized storage sheds with unknown contents and stored vehicles on the back south half of the unpaved site for perhaps a couple of decades. Spills or leaks of oil, fuel, solvents or other substances (if any) from storage of vehicles (or repair of vehicles, if any) may have adversely impacted the subject property at 180 Redding Road; although we believe the likelihood of significant impact is low. This has been identified as a data gap and a Business Environmental Risk for the subject property. Without additional information / investigation it cannot be determined if this represents a REC for the subject property or not.
- The subject property at 180 Redding Road was historically agricultural (orchards) and it is possible that residual pesticides or other substances associated with agricultural use might remain in the subject property soils / subsurface.

Non-Scope Considerations

- Given the age of the residence on the subject property (circa 1977) it is possible that Asbestos Containing Building Materials (ACBM) may have been used in construction and / or Lead-Based Paint (LBP) may have been used on painted surfaces.
- It was indicated that the residence on the subject property was on a septic system when it was built and it is unknown whether or not the septic system was ever removed (the adjoining site at 166 Redding Road was also on a septic system that was abandoned circa 2000 when a sewer pipe was installed).

Conclusions, Recommendations

IRC Environmental Consulting, LLC has performed a *Phase I Environmental Site Assessment* in conformance with the scope and limitations of ASTM Standard Practice E 1527 of 180 Redding Road in the City of Campbell, California, the *property*. Any exceptions to, or deletions from, this practice are described in Section 2.0 of this report.

This assessment has revealed no evidence of *recognized environmental conditions* in connection with the *property*. However, the following should be considered:

- Potential Business Environmental Risks and Non-Scope Considerations were identified (see above).
- Given the intended re-development of the subject property for multi-unit residential use, additional action is recommended to address potential Business Environmental Risks and Non-Scope Considerations. Additional actions could consist of one or more approaches including (but not limited to) the following.

- Searches for additional information (i.e., was the septic system removed and if not should it be removed).
- Asbestos / lead paint survey of the residence prior to demolition.
- Regarding potential for pesticides from historical agricultural use. New buildings, paved surfaces, and landscaping should create an adequate physical barrier to block direct contact with pre-development surface / near surface soils. Sampling of surface / near surface soils is also an option.
- Regarding potential impacts from adjoining property due to potential leaks of oil, fuels, solvents, etc (if any) from long-term storage of vehicles. The primary concern, although we believe unlikely, would be indoor vapor intrusion. Assuming no significant subsurface construction such as a basement or underground parking structure, it is likely that standard new building construction practices should be sufficient. This may include use of vapor barriers or adequate ventilation. Subsurface soil - vapor sampling is also an option.

2.0 PURPOSE AND SCOPE

This report presents the results, conclusions, and recommendations from the Phase I Environmental Site Assessment (ESA) for the property located at 180 Redding Road in the City of Campbell, California (hereinafter referred to as the "Site", "subject Site", or "subject property").

2.1 Purpose

The purpose of this investigation was to conduct an environmental assessment that would address real and potential environmental impairments, or risks of impairments, that may represent existing or potential financial and legal liabilities to Access Development Group, Inc. and / or their agents. IRC assumes the purpose of this ESA is to qualify for Landowner Liability Protections (LLP) to Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) liability, to understand potential environmental conditions that could materially impact the operation of the business(es) associated with the parcel(s) of commercial real estate, and / or for other purposes associated with business environmental risk. In addition, we understand that the City of Campbell has required this Phase I ESA as part of its requirements to re-develop the subject property for multi-unit residential use (we were not informed of any other purpose).

2.2 Scope of Services

The Scope of Services for the performance of this Phase I ESA included the following tasks:

- ◆ Research and review available geologic and hydrogeologic information concerning the Site and its environment.
- ◆ Review available historical documentation of the property to determine what activities have occurred at the Site and immediately adjacent sites since the Site's first developed use or since 1940 (whichever is earlier).
- ◆ Generally survey current uses of immediately adjacent properties.
- ◆ Inspect the Site to determine current on-Site activities and past uses.
- ◆ Review available files / records, request public records, submit an inquiry to, and or obtain online information from the following state or local regulatory agencies for the subject Site address(es):
 - Regional Water Quality Control Board (RWQCB)
 - California Department of Toxic Substances Control (DTSC) / Envirostor
 - Bay Area Air Quality Management District (BAAQMD)
 - Santa Clara Valley Water District (SCVWD)
 - Santa Clara County Department of Environmental Health (SCCDEH)
 - Santa Clara County Fire Department (SCCFD)
 - City of Campbell (COC)
 - Santa Clara County Assessor's Office (SCCAO)
- ◆ Acquire a review of federal, state and county publications (radius report) to identify the Site and nearby sites listed on the following databases or current equivalents:

- National Priority List (NPL)
 - Resource Conservation and Recovery Act (RCRAInfo)
 - Region 9, Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS)
 - RCRA Treatment, Storage and Disposal (TSD) Facilities
 - Emergency Response Notification System (ERNS)
 - Leaking Underground Storage Tanks (LUST) sites
 - Registered underground storage tank (UST) sites
- ◆ Review available reports concerning on-going investigations at nearby agency-listed sites.
 - ◆ Prepare this report in general accordance with the document entitled *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessments Process* (The American Society for Testing and Materials [ASTM], E 1527-13).

2.3 Limitations

Assessments are performed on subject property identification information (street addresses and parcel numbers) provided by the client / user at the initiation and authorization of the work. The conclusions of this report are based solely on the Scope of Services outlined above, and on the sources of information referenced in this report. Any additional information that becomes available concerning this Site should be submitted to IRC Environmental Consulting, LLC so that our conclusions may be reviewed and modified, if necessary. Conducting environmental sampling (i.e. soil, groundwater, vapor / air, building materials) is outside the scope of this Phase 1 ESA. Other Non-scope considerations outside the scope of this Phase 1 ESA include, but are not limited to, considerations such as the following: screening for the possibility of vapor intrusion into buildings or structures, indoor air quality, asbestos containing building materials, lead-based paint, mold, radon, and wetlands. Note regarding potential vapor intrusion / indoor air quality; the possibility of / potential for subsurface contaminant migration via subsurface vapor, along with potential contaminant migration in subsurface soil and groundwater, are considered as part of this Phase I ESA.

The accompanying report presents a description of the work performed by IRC Environmental Consulting, LLC and was prepared using guidelines presented in the document entitled, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* (The American Society for Testing and Materials [ASTM], E 1527-13). Note that all limitations in ASTM E 1527-13 apply, such as those in sections 4.5.1 through 4.5.4 (and other sections), and user's responsibilities in ASTM E 1527-13 apply (section 6). It should be noted that this report has been prepared to generally accepted industry standards and may need to be modified to meet specific lender requirements.

This document has been prepared according to generally accepted practices. No other warranty, either expressed or implied as to the methods, results, conclusions or recommendations is made. The user is notified that uncertainty is not eliminated, assessments are not exhaustive, reasonable time and cost constraints and other limitations are inherent, certain conditions may not be detected during an assessment of this type, and no level of assessment can guarantee that a site is completely free of hazardous substances. This assessment was based on a specific scope of work with a defined budget, was not intended to be comprehensive, identify all potential concerns, or eliminate the possibility of any

environmental impacts to the subject property. The results of all assessments are subject to differing professional interpretations and opinions, the conclusions of others may differ. If you wish to reduce the level of uncertainty associated with this study, we should be contacted for additional consultation. Regulatory agency environmental regulations, priorities, and enforcement change over time and tend to get stricter / more conservative; potential impacts previously unknown or of little concern, such as but not limited to vapor intrusion, tend to become more important environmental regulatory concerns over time.

The findings, analysis, opinions, conclusions and recommendations contained in this report are based on site conditions as they existed at the time of our assessment and review of practically reviewable information relevant to the site conditions that was reasonably available and ascertainable at the time of this assessment. Changes in the information or data gained from any of these sources could result in changes in our conclusions or recommendations. If such changes do occur, we should be advised so that we can review our report in light of those changes. This assessment and report are for the sole use of the client, reliance upon the information in this report by others is solely at their own risk. Nothing in this report shall be construed as a legal opinion, this assessment / report may be based in part upon verbal or written information possessed by the client / user or other non-public privately owned information, and all of IRC's Standard Terms and Conditions and Limitations apply at all times to this report and all reports by IRC Environmental Consulting, LLC.

3.0 PHYSICAL AND ENVIRONMENTAL SETTING

3.1 Topography

The Site's physical location was researched employing the current United States Geological Survey (USGS) 7.5-Minute Topographic Quadrangle Map section relevant to the Site. The 7.5-Minute Map has an approximate scale of 1 inch to 24,000 inches, and shows physical features such as wetlands, water bodies, railways and roadways, mines, wells, and buildings. The physical and natural features illustrated on the topographic map serve as areas of visual emphasis to note when conducting the on-Site visit.

The San Jose West Quadrangle Topographic Map (dated 1961, photo-revised in 1980) shows no physical features that would likely environmentally impact the Site. The map reveals no storage tanks, mines, or wells in the immediate area. This topographic map shows the elevation of the Site to be approximately 240 to 245 feet above mean sea level with an approximate topographic gradient direction to the north to northwest. Los Gatos Creek lies approximately 1,200 feet west-northwest of the subject property on the west side of State Highway 17.

3.2 Regional Geology

Soils and geology in the vicinity of the subject property are included in Appendix H, Physical Settings Maps. The geology map / report in Appendix H includes the following information from the United States Geological Survey (USGS):

- Geology Symbol: Q; Unit Name: Quaternary Alluvium and Marine Deposits;
- Unit Description: Alluvium, lake, playa, and terrace deposits, unconsolidated and semi-consolidated. Mostly non-marine, but includes marine deposits near the coast; and
- Rocktype/S: Alluvium; Terrace; Lake Or Marine Deposit (Non-Glacial).

4.0 LAND USE HISTORY

A review of readily available, standard historical sources (as defined in ASTM E 1527-13) was performed to assist in establishing any significant past uses of the Site and immediately adjacent properties. The review attempted (to the extent of readily available sources) to encompass the years since the first obvious developed use of the Site, or since 1940, whichever is earlier. The following subsections present a summary of our findings from our review of each source.

Review of available building and fire department records, city directories, previous environmental investigations, historical aerial photographs, historical topographic maps and / or interviews indicated that the subject property was mostly agricultural (orchards) by the 1930s (or earlier) until circa the 1970s. The existing single-family residence on the subject property was built circa 1977 and the subject property has remained mostly residential to the present with remnants of orchard trees on the back south half of the property. Immediately adjoining / surrounding properties were mostly agricultural (orchards) into the 1950s. By the 1960s to 1970s most immediately adjoining / surrounding properties were developed for single-family and multi-unit residential use.

4.1 Historical Topographic Maps

Historical Topographic Maps are presented in Appendix B. Historical Topographic Maps from 1899, 1943, 1953, 1961, 1968, 1973, 1980, and 2012 were reviewed. The Topographic Maps from 1968, 1973, and 1980 were photo revised from the 1961 map. The scale / resolution of the 1899 and 1943 maps were not sufficient to definitively locate and / or determine details for the subject property. The 1943 map shows the subject property as agricultural (orchards). The 1961 through 2012 maps show the subject property as within the area of urban development.

4.2 Review of Aerial Photographs

Historical aerial photographs supplied by GeoSearch were reviewed to help evaluate past land uses on the Site and surrounding properties. In addition, the photographs were reviewed for evidence of hazardous materials and features that may have impacted the Site and general vicinity. These features included, but were not limited to, landfills, ponds, pits, staining or distressed vegetation, aboveground storage tanks, lagoons, exterior storage of hazardous materials, and general land use practices.

Aerial photographs taken in 1939, 1948, 1956, 1968, 1974, 1982, 1987, 1993, 2003, and 2014 were reviewed (Appendix D). A summary of aerial photography review is provided in Table 1 in the Tables section. Useable information from the aerial photography review was limited, at least partially due to the general poor quality of many of the photographs (1974-1987, 2003). Aerial photographs from 1939 to 1968 show the subject property as orchards. In addition, aerial images from Google Earth (Appendix K), from 2002, 2007, 2009, 2011, 2012, 2014, and 2015 were also reviewed. The Google Earth images from 2002 - 2015 show the immediately adjoining property to the west (166 Redding Road) as containing stored cars / vehicles on the southern half of the property on a bare soil surface. This is a potential environmental concern for the subject property if oils, fuels, solvents or other hazardous substances associated with long-term storage or repair of vehicles have spilled or leaked.

4.3 Historical Fire Insurance Maps

Fire Insurance Maps (FIM) / fire maps produced by the Sanborn Fire Insurance Company for major cities and towns depict structures, building materials, uses, USTs, gas lines, etc. These maps were typically produced beginning prior to 1900 and were often updated into the 1970s. These maps are valuable sources of information in determining prior usage, provided the site's location is within city limits as they were defined in the early to mid-1900s. The results of the FIM / Sanborn Map search are presented in Appendix E. The subject Site at 180 Redding Road did not have FIM / Sanborn map coverage, indicating that there was no urban development at the Site during the period of coverage.

4.4 City Directories

City directories have been published for major cities and towns across the United States since the 19th century. City directories published in the 20th century also included a street index for each street address during a given year. City directories are a valuable source of historical information with regard to Site tenancy and use. IRC reviewed city directories as provided by GeoSearch for the subject Site address(es) (Appendix C). Information is provided in Table 2, in the Tables section, for those years where city directory information for the subject property was found. Subject property had entries from 1971 to 2015; first entries (1971-1980) were "Address Not Listed". Last listing (2015) was "Liebmann Teri" and "Dianna G". Most listings for adjoining / surrounding properties appeared to be for residential use. One listing for 166 Redding Road, the immediately adjoining property to the west (a single-family residential site) listed "Campbell Roofing Company" for the year 1971 (a possible commercial use for a residential site).

4.5 User Provided Data, Data from Non-Public Sources, Questionnaire, Interviews

During this *Phase I Environmental Site Assessment* no previous reports on the subject Site property of significant relevance to the performance of this *Phase I Environmental Site Assessment* were made available for our review by Site contacts, potential users of this *Phase I Environmental Site Assessment*, or other non-public sources of information.

Questionnaire

IRC's standard Phase I assessment Questionnaire, which includes questions in accordance with the ASTM Standard Practice E 1527-13, was completed on January 14, 2016 by Ms. Teri Leibmann, the former owner of the subject property. Information obtained from the questionnaire includes the following. The subject property was orchards (walnut and fruit trees) until 1977 when the existing single-family residence was built. The residence was on a septic system when it was built and it is unknown whether or not the septic system was ever removed. There are no water wells on the subject property. Water to the residence is currently provided by the local water supply company. The subject property was owned by Mr. Lee Leibmann, the father of Ms. Teri Leibmann, from 1976 to 2013 (Mr. Leibmann built the current residence). Teri Leibmann owned the subject property from 2013 to July 2015 when it was sold to the current owner. Teri Leibmann also occupied the subject property (with others) from 1977 to 1987, and the subject property was rented from 1987 to April 2015. The subject property has been residential since 1977.

Interviews

Except where indicated otherwise all interviews were conducted via telephone by Mr. Benjamin Berman of IRC.

Interview, Former Subject Property Owner

The former owner of the subject property, Ms. Teri Leibmann (see above, Questionnaire), was interviewed on several occasions in January 2016; no additional information was obtained that was not already obtained from the Questionnaire or available from other sources.

Interview (attempted), Adjoining Property Owners

A potential concern was identified regarding long-term storage of vehicles at the back of the 166 Redding Road property. An attempt was made to contact the owner - occupants of the adjoining property at 166 Redding Road, Ms. Mary Lou Rogers and Mr. Alvis R. Rogers, by telephone on January 14, 2016. Very brief telephone contact was made with Ms. Rogers; Ms. Rogers did confirm that they are the long-term owner - occupants of the 166 Redding Road property. However, Ms. Rogers hung up the phone twice and therefore an interview could not be conducted. A certified letter was sent to Mr. and Ms. Rogers on January 15, 2016; no response was received as of the date of this Phase I ESA report.

Other Interviews

See section 6.5, City of Campbell and Santa Clara County Fire Department, for more information regarding the adjoining 166 Redding Road property and interviews with local officials.

5.0 SITE RECONNAISSANCE

Mr. Benjamin Berman of IRC Environmental Consulting, LLC conducted a Site visit and inspection on January 19, 2016. The single-family residence was unlocked by the property manager and a brief inspection of the interior of the residence was conducted. Mr. Berman was un-accompanied during the exterior Site inspection. All observations are valid as of the date of the Site inspection.

5.1 Site Description and General Observations

A Site Location & Vicinity Map (on topographic base, Figure 1), Subject Site and Adjacent Properties – Google Earth Image™ (Figure 2), Subject Site – Google Earth Image™ (Figure 3), and Subject Site Features (Figure 4) are provided in the *Figures* section of this report. Site photographs (and photographic notes) are provided in the *Photographs* section of this report.

The Site is identified as Santa Clara County Assessor's Parcel Number 414-48-055, and is associated with 180 Redding Road in the City of Campbell, California. The subject property consists of a +/- 0.36 acre, long and narrow rectangular parcel of land developed with one +/- 1,150 square foot, 2 bedroom, 1 bath, single-family residence with paved driveway and front yard / lawn on the north part of the parcel proximate to Redding Road. The majority of the parcel, consisting approximately of the south 2/3 of the property, is mostly unpaved and contains some trees and other vegetation. It was raining and the ground was wet and muddy at the time of the Site inspection. In addition, most of the ground surface was covered with recent vegetation (weeds) and therefore the ground surface (soil) was not visible. The current tenant was not present and the subject property was unoccupied when the Site inspection was conducted.

5.2 Additional Non-Scope Services

No additional non-scope services were performed as part of this Phase I ESA and no detailed observations / investigation of non-scope conditions was made. However, with regards to Non-Scope Considerations, the following should be noted with regards to Asbestos Containing Building Materials (ACBM) and Lead-Based Paint (LBP). Given the age of the residence on the subject property (circa 1977) it is possible that ACBM may have been used in construction and / or LBP may have been used on painted surfaces.

5.3 Adjoining and Neighboring Properties Description

IRC Environmental Consulting, LLC performed a limited visual inspection of immediately adjoining properties to evaluate their potential environmental significance to the Site. All immediately adjoining / surrounding properties consist of single-family or multi-unit residential use (See Figure 2). See Figure 4, Photographs (and Photographic Notes), and section 6.5, City of Campbell, for more information regarding the immediately adjoining property to the west (166 Redding Road). No other readily observable items (such as the presence of currently existing gasoline service stations or dry cleaners) of likely or potential environmental concern to the subject property were observed during the site inspection on any of these immediately adjoining properties; the user is cautioned that some potential concerns (such as, but not limited to, past uses and subsurface impacts) cannot be identified from offsite / exterior observations.

6.0 RECORDS AND CORRESPONDENCE REVIEW

To further evaluate potential sources of contamination originating from on and/or off-site sources, a review of published agency documents, agency files, and other pertinent documents was performed. Generally, information regarding potential off-site sources is obtained from federal and state agency listings, while local agencies offer more site-specific information.

6.1 Federal and State Records Sources

IRC Environmental Consulting contracted with GeoSearch for the performance of an environmental database search to identify agency-listed sites of potential environmental significance located within a one-mile radius of the Site. The GeoSearch Radius (Map) Report is presented in *Appendix G*.

6.2 Contamination Migration

Fuel Leak Attenuation

In fuel leak cases, research conducted at the Lawrence Livermore National Laboratory (LLNL) indicates that attenuation and degradation play major roles in reducing hydrocarbon contamination in groundwater to non-detectable levels within several hundred feet of the contaminant source. Moreover, this research indicates that in over 90% of the petroleum hydrocarbon contamination cases, groundwater contaminant plumes do not extend more than 250-feet from the source; however, a gasoline additive called Methyl Tertiary Butyl Ether (MTBE) has been found to be more mobile in groundwater compared to gasoline and gasoline break-down products. Findings indicate that MTBE is highly soluble in water and moves easily through soil particles and into groundwater where it may spread over a distance greater than 250 feet. MTBE will transfer to groundwater from gasoline leaking from USTs, pipelines, car emissions into the atmosphere, and other components of gasoline vapor distribution. MTBE has been an additive to gasoline since approximately 1985.

Toxic-Leak Attenuation

In the case of toxic substances in the groundwater, namely the more mobile Volatile Organic Compounds (VOCs), detectable levels may extend several thousand feet or more from the source. In most VOC groundwater plume cases, however, attenuation will act to reduce the contamination to non-detectable levels within one-half mile of the source.

Groundwater Flow

Site-specific information on groundwater flow direction, depth and quality can only be confirmed through the installation and survey of a minimum of three on-Site or near Site groundwater-monitoring wells for measuring depth to groundwater. No indication was found that groundwater monitoring wells ever existed on or immediately proximate to the subject Site, therefore an estimation of groundwater flow direction beneath the subject Site was not possible. Information from groundwater monitoring wells from circa 2001 to 2013 was found for a gas station site at 1370 Camden Avenue, Campbell, California, located approximately 1,500 feet north-northwest of the subject property (Horizon, June 26, 2013). Data from the 1370 Camden Avenue site indicated perched (seasonal) shallow groundwater ranging in depth from approximately 34 to 49 feet below the ground surface (bgs) (A zone) and from approximately 54 to 62 feet bgs (B zone) with no definitive groundwater flow direction (variable groundwater flow directions).

Shallow regional groundwater flow directions can typically be assumed to follow topographic gradients. The San Jose West Quadrangle Topographic Map (dated 1961, photo-revised in 1980) shows an approximate topographic gradient direction to the north to northwest in the vicinity of the subject property. It should be noted that groundwater flow directions and depths are variable and subject to site-specific influences, such as groundwater pumping, and perched / seasonal groundwater may occur.

6.3 Summary of Radius Map Report Findings

The GeoSearch Radius (Map) Report is presented in Appendix G. A review of the radius report indicated no significant potential environmental concerns for the subject property. Neither the subject property, nor any immediately adjoining property, were identified in any of the database searches in the GeoSearch Radius Report. The nearest listed release site to the subject property was Croft Equipment Rentals at 3260 Bascom Avenue, San Jose, California, located approximately 0.2 miles east of the subject property. This was a gasoline leaking underground storage tank (LUST) site that impacted soil; the LUST case was closed in 1998. This closed LUST case was not identified as a significant concern for the subject property.

Several other offsite LUST or other release sites were listed in the radius report in the surrounding area. However, IRC concludes that based on the media affected (e.g. soil only), the substance released (e.g. petroleum hydrocarbons), distances from the subject Site, the age of the releases, the regulatory / cleanup status, the inferred down / cross gradient orientation (with regards to groundwater flow) relative to the subject Site, and / or other potential 'de minimus' condition, the likelihood that the subject Site is impacted at levels of regulatory concern by these listed sites is low. These listed release sites have not been identified as Recognized Environmental Conditions (RECs) or Business Environmental Risks for the subject property.

6.4 Environmental Liens and Activity and Use Limitations

An environmental lien search provided by GeoSearch indicated environmental liens for the subject Site were "Not Found". The lien search report can be found in Appendix F.

6.5 Summary of State and Local Agency Records and Correspondence

During the review of standard environmental records, IRC Environmental Consulting used the following information sources:

- Regional Water Quality Control Board (RWQCB) / GeoTracker
- California Department of Toxic Substances Control (DTSC) / Envirostor
- Bay Area Air Quality Management District (BAAQMD)
- Santa Clara Valley Water District (SCVWD)
- Santa Clara County Department of Environmental Health (SCCDEH)
- Santa Clara County Fire Department (SCCFD)
- City of Campbell (COC)
- Santa Clara County Assessor's Office (SCCAO)

Synopses of records and correspondence reviewed for the Site at the following agencies are presented below:

Regional Water Quality Control Board (RWQCB) / GeoTracker

IRC Environmental Consulting, LLC (IRC) submitted an email request for public records for the subject property and adjoining property (166 Redding) addresses to the RWQCB on January 4, 2016; on January 13, 2016, the RWQCB indicated that they do not have any paper files for the subject property address. On January 7, 2016, IRC searched the SWQCB GeoTracker online files for information regarding LUSTs and hazardous materials spills or other potential concerns that may significantly adversely affect the subsurface of the subject property. No records were found for the subject property and adjoining addresses.

No additional items indicating potential significant environmental concerns for the subject property were identified from RWQCB / GeoTracker (State) reviews. Information was found for one site in the surrounding area, from which regional shallow groundwater flow directional information was obtained: see section 6.2, Groundwater Flow.

California Department of Toxic Substances Control (DTSC) / Envirostor

On January 7, 2016, IRC searched the DTSC Envirostor online files for information regarding LUSTs and hazardous materials spills or other potential concerns, on the subject property and surrounding sites, that may significantly adversely affect the subsurface of the subject Site. No items of significant environmental concern to the subject Site were identified from DTSC / Envirostor reviews.

Bay Area Air Quality Management District (BAAQMD)

On January 4, 2016, IRC submitted a request for public records for the subject property and adjoining property (166 Redding) addresses via email to the BAAQMD; on January 4, 2016, the BAAQMD responded by email indicating they have no records for those addresses.

Santa Clara Valley Water District (SCVWD)

IRC contacted the SCVWD by email on January 4, 2016 to inquire if there are any records indicating the existence of wells on the subject property and adjoining property (166 Redding) addresses (parcels). On January 4, 2016, an email was received from the SCVWD indicating that there are no registered wells on those addresses (parcels). During the Site inspection no wells were observed on the subject property.

Santa Clara County Department of Environmental Health (SCCDEH)

IRC submitted an email request for public records for the subject property and adjoining property (166 Redding) addresses to the SCCDEH on January 4, 2016; on January 7, 2016, the SCCDEH indicated by email that they do not have records for those addresses.

Santa Clara County Fire Department (SCCFD)

For the City of Campbell, fire department activities / records, notably for those functions covering areas such as hazardous materials (hazmat) and underground storage tank (UST) regulation, are typically handled by the SCCFD. IRC submitted a request for public records by email for the subject property and adjoining property (166 Redding) addresses to the SCCFD on January 4, 2016. On January 5, 2016, the SCCFD sent what records they have for those

addresses. These consisted of very brief inspection records from 1985-1988 for both properties requiring the owners to conduct weed abatement (cut and remove dry weeds) at the back of the properties.

On January 5, 2016, Benjamin Berman of IRC contacted by telephone Mr. Richard Baker, Senior Hazmat Specialist at SCCFD, to inquire about the long-term storage of vehicles at the back of the 166 Redding Road adjoining property. Mr. Baker indicated the following. There is no SCCFD mechanism to check on a residential property for this type of concern. If the ground was contaminated from leaking oil, etc, it would need to cause a significant impact and be discovered by a public agency before it would come to their attention. Once discovered it would be handled by SCCEH (see above). He has been at SCCFD for more than 20 years and is not aware of any information regarding storage of vehicles at 166 Redding Road.

City of Campbell (COC)

On January 7, 2015, IRC performed an online records / building permits review for the subject property and adjoining property (166 Redding) addresses / parcels. Online available information is very limited, consisting of a simple list in table format with two columns, Case Number (permit, document number) on the left and a very brief description on the right; the actual permits / documents are not available for viewing online. The online search results are presented in Appendix L. Nothing was found for the subject property address indicating a potential significant environmental concern.

The following online records were found for the 166 Redding Road adjoining property address. Case Number: COD2000-00087, Description: "Referral from County Fire. **Junk in the back yard**, County Fire will address the combustible vegetation part of the complaint." [Received Application / Complaint (10/18/2000); Case Update (3/1/2002, 12/13/2004); Inspection (1/17/2006); Follow Up Investigation (2/16/2007); Case Resolved (6/18/2008)]. Also applications / permits in the year 2000 to abandon a septic system and install a new sewer line.

On January 8, 2015, Benjamin Berman of IRC performed a walk-in file review at the COC offices. Building permit records on microfiche were searched. For Redding Road there were only records for odd numbered addresses from just a couple of months in 1993. Thus no files were found for the subject property and adjoining property (166 Redding) addresses / parcels. Mr. Berman spoke with several city employees and was given contacts for several more. On January 8, 2015, IRC sent emails to the following city personnel inquiring about the long-term vehicle storage at the back of 166 Redding Road: Ms. Charlotte Andreen (Code Enforcement), Mr. Bill Helms (Environmental Compliance), and Mr. Stephen Rose (Planner, for redevelopment of the subject property).

On January 11, 2016, Mr. Rose (Planner), indicated that Campbell Municipal Code, Ordinance 2149, Section 21.28.080 I1, adopted June 7, 2011, requires vehicles to be stored on a paved / all weather surface. In addition, on January 12 and 13, 2016, IRC conducted email correspondence with Roger Storz, City of Campbell, Public Works (Land Development), Senior Civil Engineer; Mr. Storz "could not find any documentation for the property at 166 Redding Road in the Public Works records."

On January 13, 2016, IRC received an email with attachment from Ms. Andeen (Code Enforcement) (Appendix L). This appeared to be the same as already found for 166 Redding Road online (see above, *Junk in the back yard*). On January 14, 2016, Ms. Andeen suggested submittal of the City of Campbell, Code Enforcement Complaint Form, as a mechanism to facilitate city inquiry. On January 14, 2016, IRC submitted the completed form (Appendix L) via

email (and confirmed that it was received) strictly as a follow-up as part of the Phase I ESA. No additional information has been received from the city as of the date of this final Phase I ESA report.

Santa Clara County Assessor

An assessor's map for the subject property (APN 414-48-055) was obtained online on December 14, 2015, from the Santa Clara County Assessor's Office.

6.6 Data Gaps and Data Failure

The immediately adjoining property to the west of the subject property, 166 Redding Road, a single-family residence, has stored vehicles and utilized storage sheds with unknown contents on the back south half of the unpaved site for perhaps a couple of decades (or longer) based on Google Earth images from circa 2002 - 2015 (Appendix K). A City Directory listed "Campbell Roofing Company" at 166 Redding Road for the year 1971 (a possible commercial use for a residential property). City of Campbell received a complaint for 166 Redding Road in 2000: "Referral from County Fire. Junk in the back yard, County Fire will address the combustible vegetation part of the complaint." (Appendix L). Spills or leaks of oil, fuel, solvents or other substances (if any) from storage of vehicles (or repair of vehicles, if any) may have adversely impacted the subject property. This has been identified as a data gap and a Business Environmental Risk for the subject property. Without additional information / investigation it cannot be determined if this represents a REC for the subject property or not.

7.0 SIGNATURES OF ENVIRONMENTAL PROFESSIONALS

The conclusions of this report are based solely on the Scope of Services outlined and the referenced sources of information. Any additional information that becomes available concerning this report should be submitted to IRC Environmental Consulting so that our conclusions may be reviewed and modified, if necessary. No soil, groundwater, vapor, or building material samples were collected or analyzed as part of this investigation. This report was prepared in January 2016 for the sole use of Access Development Group, Inc. and / or their agents. We further understand that Access Development Group, Inc. intends to submit a copy of this report to the City of Campbell.

Prepared by:



Benjamin Berman
Project Manager
Environmental Professional

As per ASTM E 1527-13 Section 12.13, we declare that, to the best of our professional knowledge and belief, we meet the definition of Environmental Professional as defined in 312.10 of 40 CFR 312. We have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the property. We have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

Reviewed by:



David F. Hoexter
Environmental Professional
California Professional Geologist / Certified Engineering Geologist
Hoexter Consulting Inc

8.0 REFERENCES

GeoSearch. December 17, 2015. Radius Report and various other Phase I ESA reference documents (GeoVantage Package) presented in the appendices of the final Phase I ESA report for the subject property.

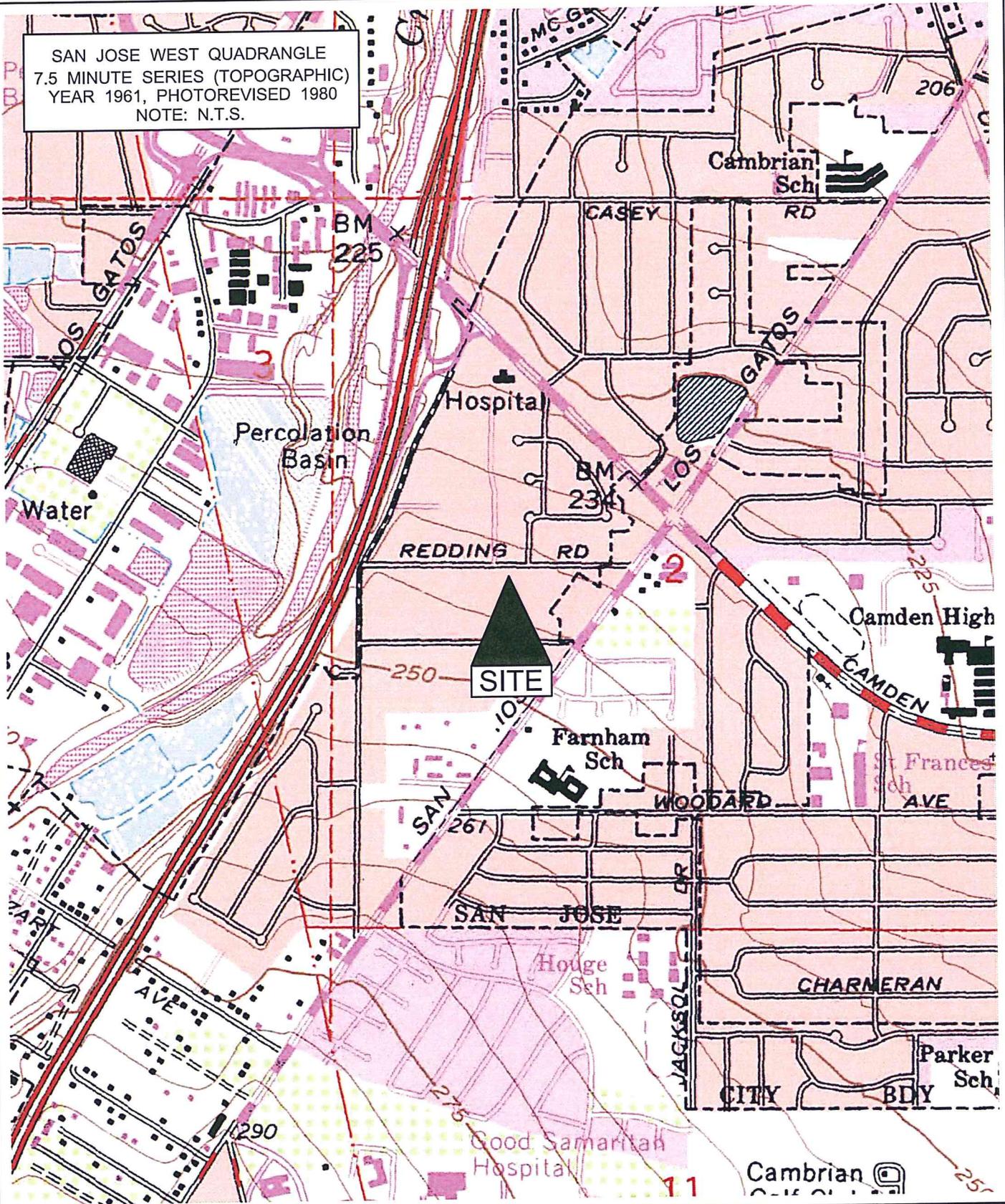
Horizon Environmental Inc. (Horizon). June 26, 2013. Groundwater Monitoring / Remediation Status Report and Low Threat Closure Plume Maps, Second Quarter 2013, Tesoro Site No. 67057, 1370 Camden Avenue, Campbell, California, SCVWD ID No. 08SIW02E01f, SCCDEH Case No. 02-015.

The American Society for Testing and Materials (ASTM). November 1, 2005. Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. Designation: E 1527-13 (2013 revision).

United States Geological Survey. 1961, photo-revised 1980. San Jose West Quadrangle, California, 7.5-Minute Series, Topographic Map.

FIGURES

SAN JOSE WEST QUADRANGLE
 7.5 MINUTE SERIES (TOPOGRAPHIC)
 YEAR 1961, PHOTOREVISED 1980
 NOTE: N.T.S.



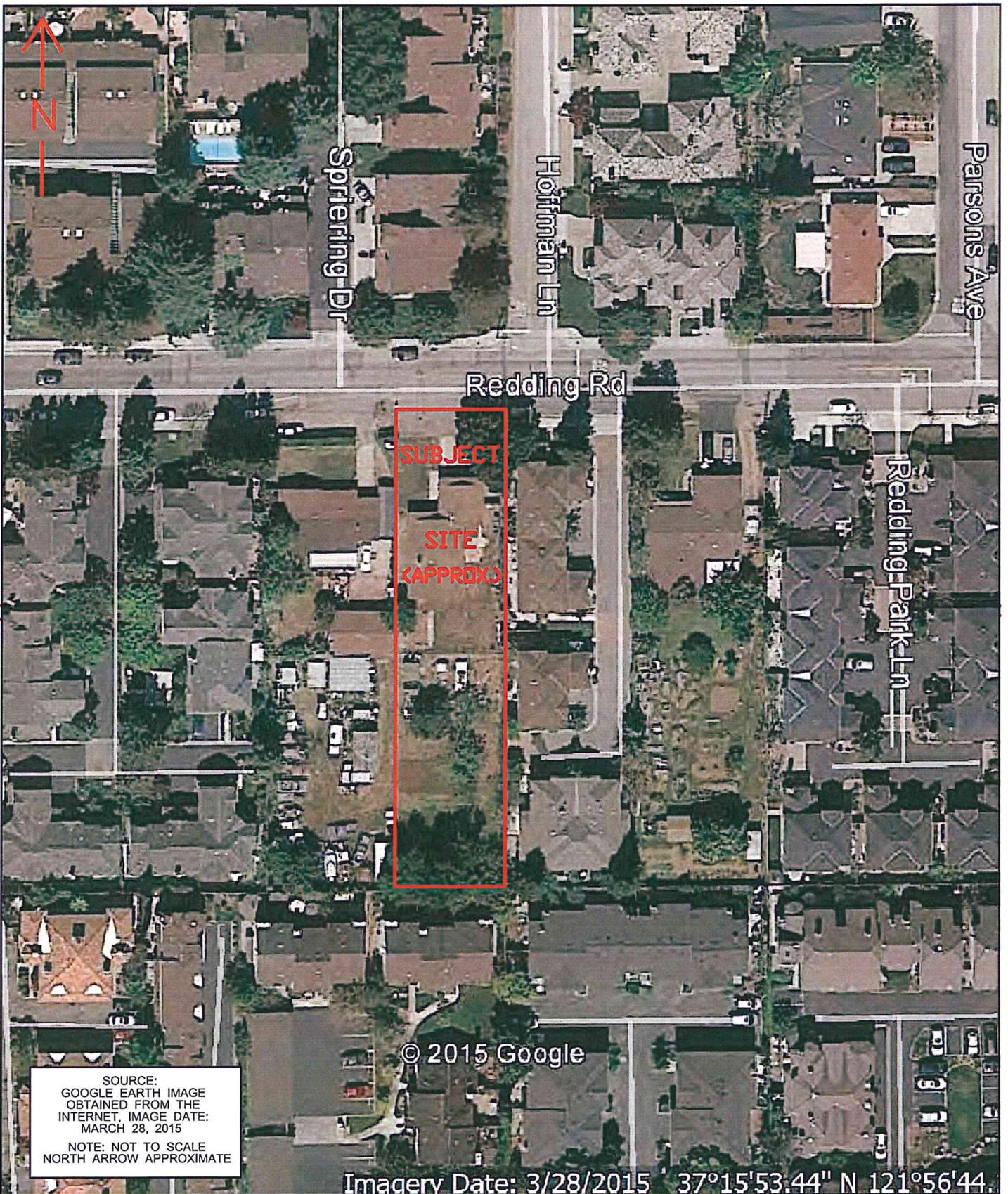
SITE LOCATION & VICINITY

IRC ENVIRONMENTAL CONSULTING
 430 SOUTH 4TH STREET
 SAN JOSE, CA 95112
 (408) 313-9376

PHASE I ENVIRONMENTAL
 SITE ASSESSMENT
 180 REDDING ROAD
 CAMPBELL, CALIFORNIA

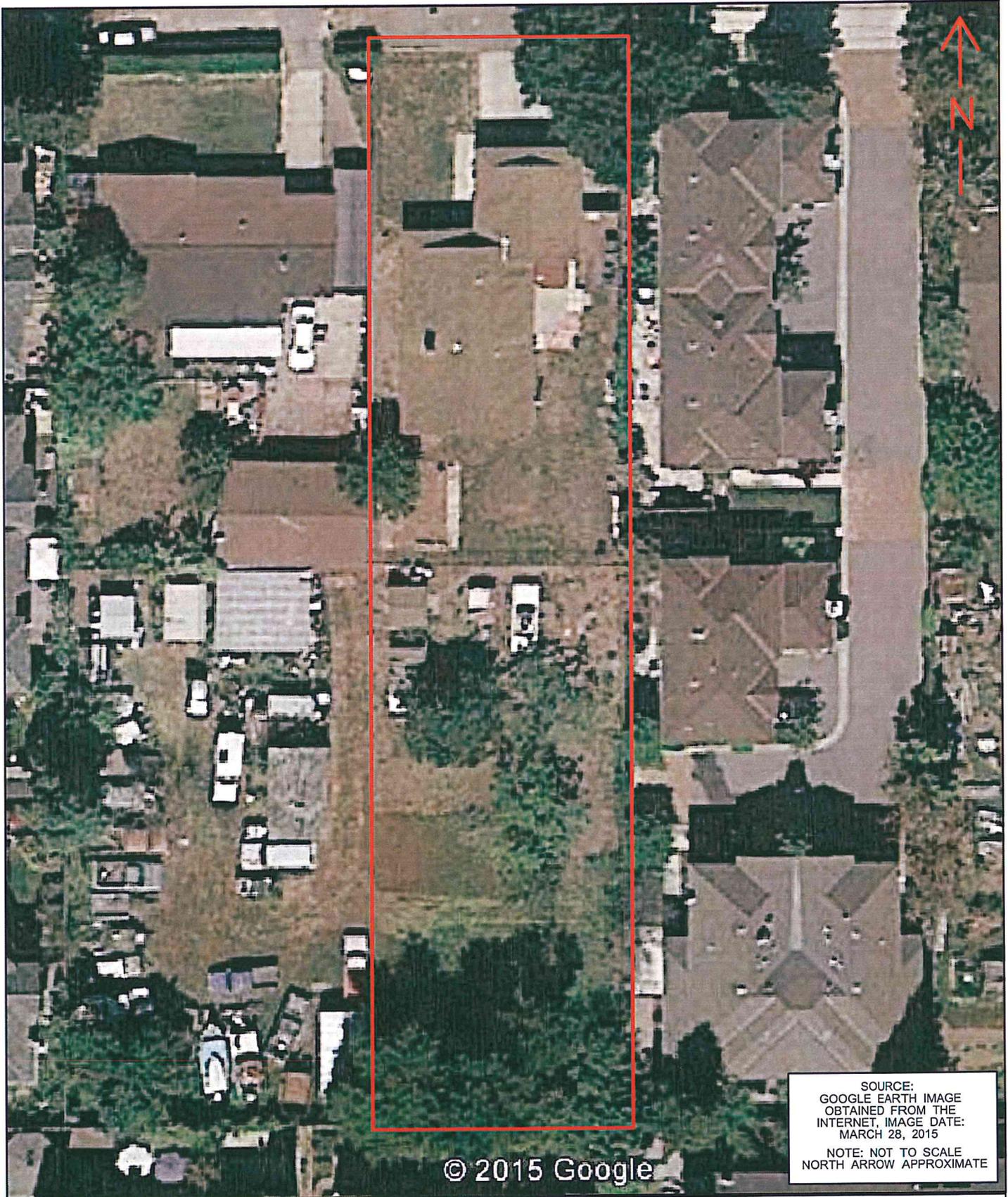
FILENAME:	3320
DATE:	JAN. 2016
DRAWN BY:	BB
CHECKED BY:	BB

FIGURE:
1



SUBJECT SITE AND ADJACENT PROPERTIES (GOOGLE EARTH IMAGE)

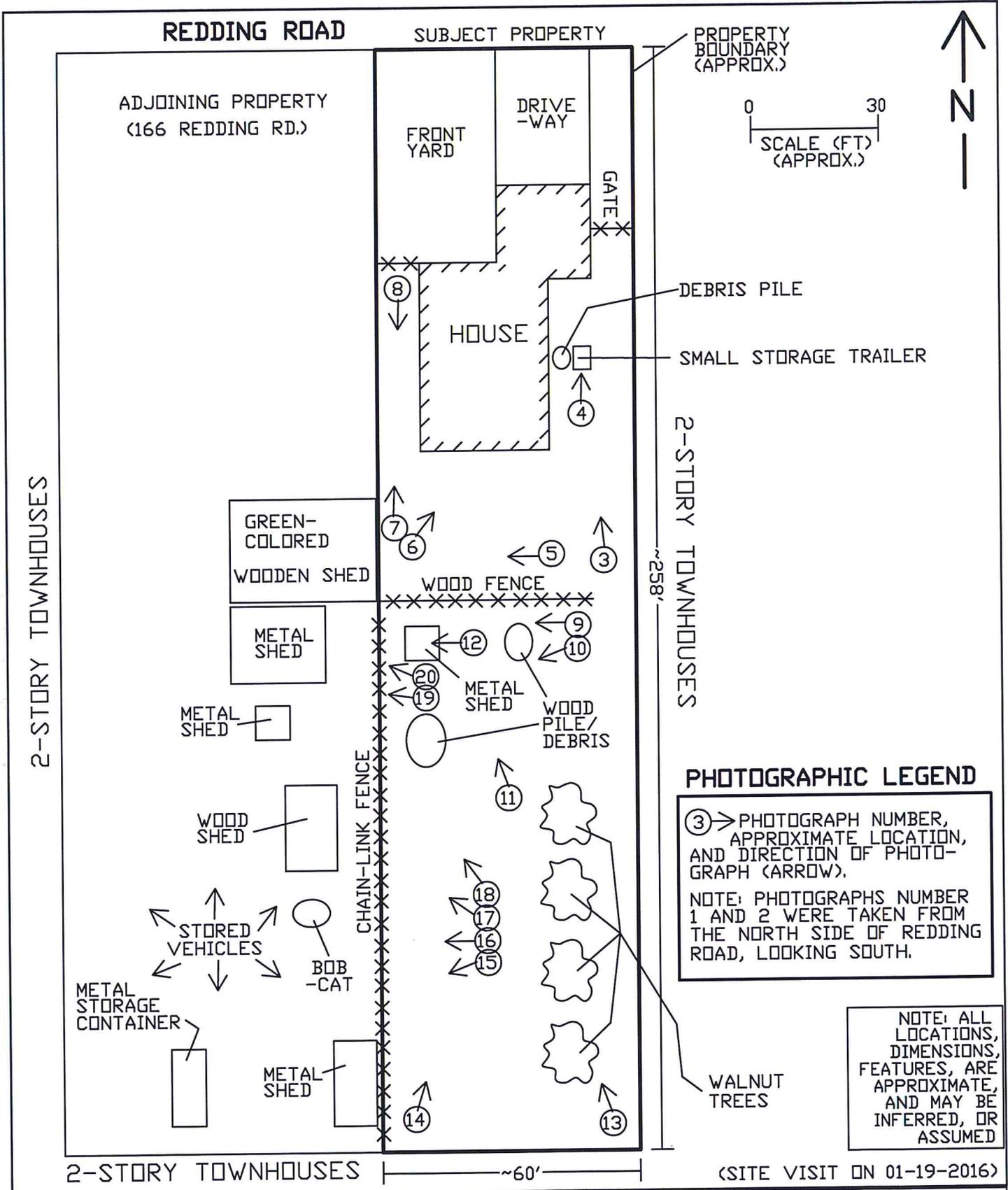
IRC ENVIRONMENTAL CONSULTING 430 SOUTH 4TH STREET SAN JOSE, CA 95112 (408) 313 - 9376	PHASE I ENVIRONMENTAL SITE ASSESSMENT 180 REDDING ROAD CAMPBELL, CALIFORNIA	FILENAME: 3320	FIGURE: 2
		DATE: JAN. 2016	
		DRAWN BY: BB	
		CHECKED BY: BB	



SOURCE:
 GOOGLE EARTH IMAGE
 OBTAINED FROM THE
 INTERNET, IMAGE DATE:
 MARCH 28, 2015
 NOTE: NOT TO SCALE
 NORTH ARROW APPROXIMATE

SUBJECT SITE (APPROX.) (GOOGLE EARTH IMAGE)

IRC ENVIRONMENTAL CONSULTING 430 SOUTH 4TH STREET SAN JOSE, CA 95112 (408) 313 - 9376	PHASE I ENVIRONMENTAL SITE ASSESSMENT 180 REDDING ROAD CAMPBELL, CALIFORNIA	FILENAME: 3320	FIGURE: 3
		DATE: JAN. 2016	
		DRAWN BY: BB	
		CHECKED BY: BB	



PHOTOGRAPHIC LEGEND

③ → PHOTOGRAPH NUMBER, APPROXIMATE LOCATION, AND DIRECTION OF PHOTOGRAPH (ARROW).

NOTE: PHOTOGRAPHS NUMBER 1 AND 2 WERE TAKEN FROM THE NORTH SIDE OF REDDING ROAD, LOOKING SOUTH.

NOTE: ALL LOCATIONS, DIMENSIONS, FEATURES, ARE APPROXIMATE, AND MAY BE INFERRED, OR ASSUMED.

EXTERIOR SUBJECT SITE FEATURES

IRC ENVIRONMENTAL CONSULTING 430 SOUTH 4TH STREET SAN JOSE, CA 95112 (408) 313 - 9376	PHASE I ENVIRONMENTAL SITE ASSESSMENT 180 REDDING ROAD CAMPBELL, CALIFORNIA	FILENAME: 3320	FIGURE: 4
		DATE: JAN. 2016	
		DRAWN BY: BB	
		CHECKED BY: BB	

TABLES

Table 1, Summary of Aerial Photograph Reviews

Year	Site Use	Site Observations
1939	Agricultural	The subject property and immediately adjacent properties appear mostly as agricultural fields (orchards).
1948	Agricultural	The subject property and immediately adjacent properties appear as agricultural (orchards). Structures, mostly single-family residences, appear on some immediately adjoining / surrounding properties.
1956	Agricultural	Generally similar to the previous photograph.
1968	Agricultural	Generally similar to the previous photograph.
1974	Unknown	Photograph is of insufficient quality, resolution, and / or scale to allow adequate identification of development and activities.
1982	Unknown	Photograph is of insufficient quality, resolution, and / or scale to allow adequate identification of development and activities.
1987	Unknown	Photograph is of insufficient quality, resolution, and / or scale to allow adequate identification of development and activities.
1993	?Residential / Agricultural	Photograph is of poor quality / resolution, however, the northern portion of the subject property appears developed with a single-family residence while the southern portion of the Site appears to contain orchard trees. Immediately adjoining properties to the east and west appear to contain single-family residences and orchard trees. Surrounding properties appear mostly developed for residential use.
2003	Unknown	Photograph is of insufficient quality, resolution, and / or scale to allow adequate identification of development and activities.
2014	Developed, Residential	The subject property appears developed with a single-family residence and all immediately adjoining / surrounding properties appear developed for single-family or multi-unit residential use.

Table 2, Summary of City Directories Review

Year	City Directory Listing
Subject Property: 180 Redding Road	
1971, 1975, 1980	Address Not Listed
1985	Boomer Tom
1990-1991 1995-1996	No Current Listing
2000-2001, 2005, 2007	Liebmann Lee
2011	Address Not Listed
2015	Liebmann Teri, Dianna G
Adjoining Property (West of Subject Property): 166 Redding Road	
1971	Whutty Philip
*1971	<u>*Campbell Roofing Company</u>
1975	Whutty Philip
1980	Rogers Alvis Ray
1985	No Current Listing
1990-1991	Rogers M Loe
1995-1996, 2000-2001, 2005, 2007	Rogers Alvis
2015	Saludares Rogers M Lou
2015	Rogers Alvis
Notes: Other Adjoining / Surrounding Addresses	
<p>No other obvious listing of potential environmental concern to / for the subject property, such as for a gasoline service station or dry cleaner, was found for an immediately adjoining address, from review of the City Directories provided by GeoSearch. Most listings for other adjoining / surrounding addresses generally indicated residential use dating back to circa 1971 (mostly names of individuals as opposed to business names) (note: City Directories provided by GeoSearch are typically limited to two streets).</p> <p align="center">GeoSearch Note: "No coverage available for Campbell prior to 1971"</p>	

***commercial listing on an immediately adjoining property (other information sources indicate that this property has always been single-family residential since first developed).**

**PHOTOGRAPHS
& PHOTOGRAPHIC
NOTES**

Photographic Notes

See Figure 4. (approximate locations and directions of photographs are also shown on Figure 4)

Photograph No. 1 – Exterior front of subject property looking south at single-family residence, Redding Road in foreground.

Photograph No. 2 – Exterior front of subject property on left, exterior front of adjoining property and single-family residence at 166 Redding Road on right, looking south, Redding Road in foreground.

Photograph No. 3 – Exterior subject property at back of house looking north from near the east property boundary at small vehicle cargo trailer.

Photograph No. 4 – Inside of small vehicle cargo trailer, containing plastic containers with soil residue (possibly nursery plant containers?) and plastic garbage bags, pile of debris - including PVC pipe on left.

Photograph No. 5 – Exterior subject property at back of house looking west at wooden shed (green colored wood) on adjoining property (166 Redding Rd.), east wall of shed is on or proximate to the subject property boundary. The two-story cream-colored townhouses behind the shed are on the property west of the adjoining property.

Photograph No. 6 – Exterior subject property at back of house looking northeast at back of house on the subject property.

Photograph No. 7 – Exterior subject property at back of house looking north from proximate to west property boundary, far left of photo is wooden wall (green) of shed on the adjoining property.

Photograph No. 8 – Exterior subject property at back west side yard of house looking south from proximate to west property boundary. House on subject property on left, property boundary (wood fence) on right.

Photograph No. 9 – Exterior subject property at back of house looking east, low wood fence on subject property is at the approximate halfway point dividing the north and south half's of the subject property. The green-colored wooden shed and bare metal (aluminum) shed next to it are on the adjoining property. The two-story cream-colored townhouses behind the sheds are on the property west of the adjoining property.

Photograph No. 10 – Similar to Photograph No. 9, showing debris and wood piles on the subject property.

Photograph No. 11 – Exterior back of subject property looking northerly, showing debris and wood pile (center) and small tan-colored metal shed (left) on the subject property.

Photograph No. 12 – Showing inside of small tan-colored metal shed (mostly empty) on the subject property.

Photograph No. 13 – Exterior back of subject property from southeast corner of property looking north-northwest at old walnut trees.

Photograph No. 14 – Exterior back of subject property from southwest corner of property looking north-northeast. Two story townhouses on the right are on the adjoining property on the east side of the subject property.

Photograph No. 15 – From exterior back south end of subject property looking west-southwest through chain-link fence on property boundary at adjoining property at cream-colored metal shed (left), stored vehicles, Bobcat (mini-backhoe) (on right) all on the adjoining property (166 Redding Rd.). The two story townhouses are on other properties west and south of the adjoining property.

Photographic Notes (continued)

Photograph No. 16 – From exterior back south end of subject property looking west through chain-link fence at stored vehicles, Bobcat, and cream-colored wooden shed on the adjoining property (166 Redding Rd.).

Photograph No. 17 – From exterior back south end of subject property looking northwest through chain-link fence at the adjoining property (166 Redding Rd.).

Photograph No. 18 – From exterior back south end of subject property looking north-northwest through chain-link fence at the adjoining property (166 Redding Rd.).

Photograph No. 19 – From exterior back of subject property proximate to west property boundary looking westerly through chain-link fence at the adjoining property (166 Redding Rd.). Parts cleaner possibly associated with automotive use ?

Photograph No. 20 – From exterior back of subject property proximate to west property boundary looking north-westerly through chain-link fence at the adjoining property (166 Redding Rd.). Tops of plastic containers (possibly including motor oil for automotive use?).



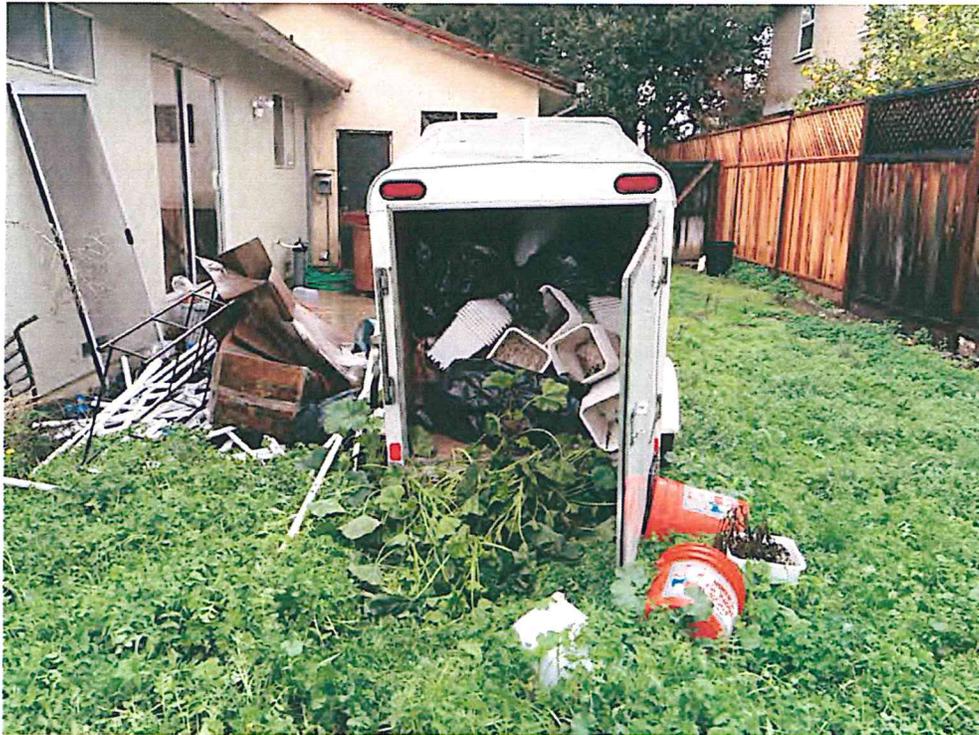
Photograph No. 1



Photograph No. 2



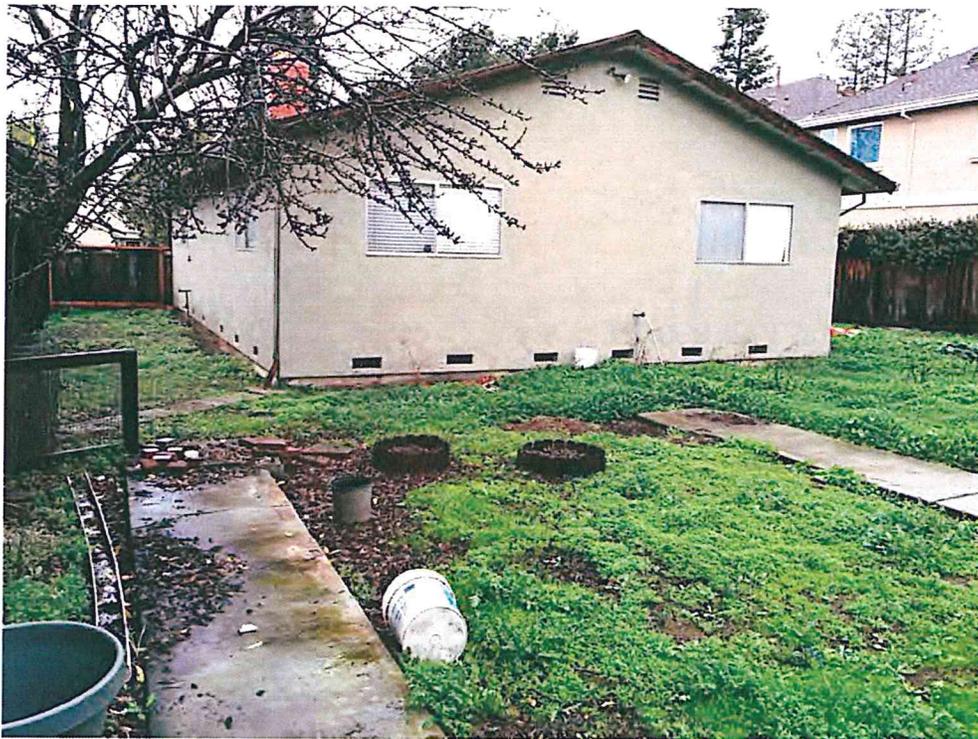
Photograph No. 3



Photograph No. 4



Photograph No. 5



Photograph No. 6



Photograph No. 7



Photograph No. 8



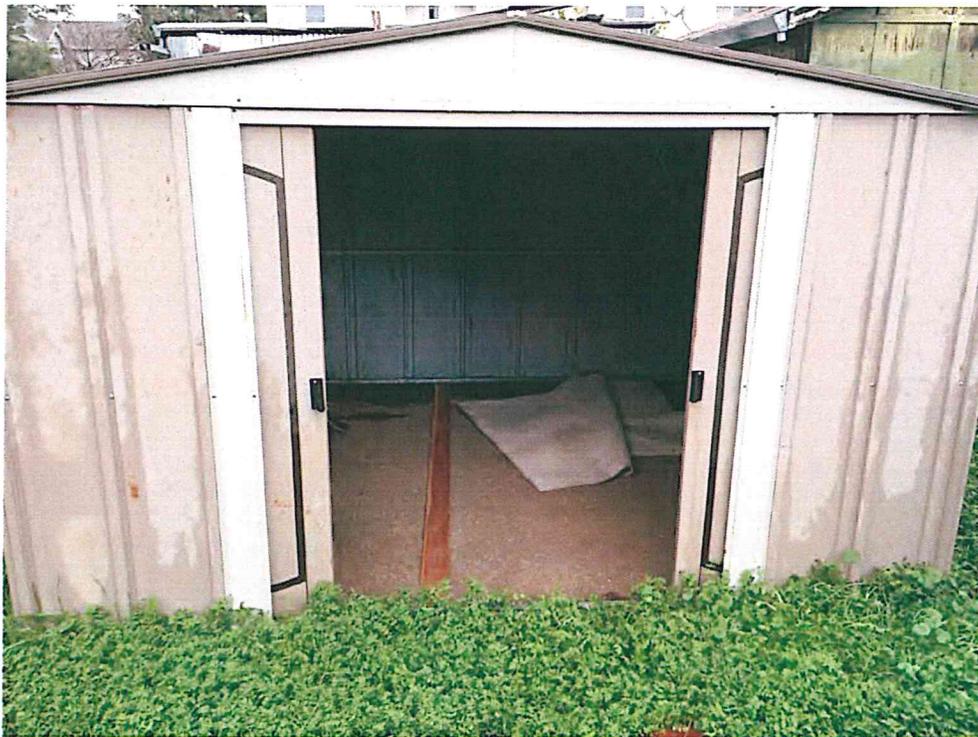
Photograph No. 9



Photograph No. 10



Photograph No. 11



Photograph No. 12



Photograph No. 13



Photograph No. 14



Photograph No. 15



Photograph No. 16



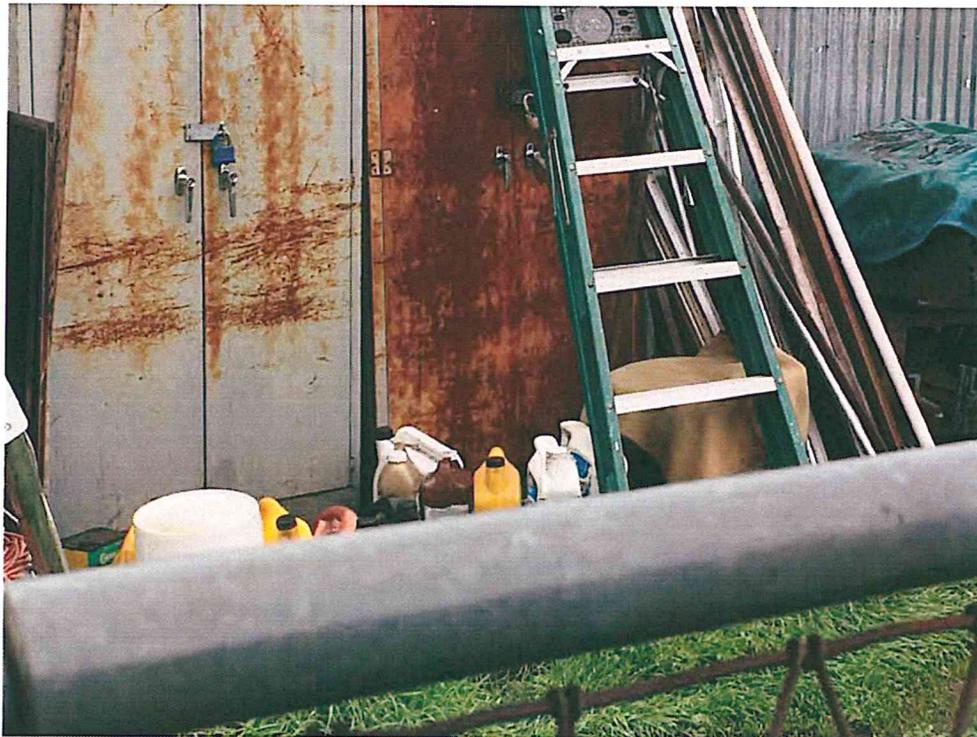
Photograph No. 17



Photograph No. 18



Photograph No. 19



Photograph No. 20

APPENDICIES

NOTE: ALL

APPENDICIES

ARE ON CD

APPENDIX A

STATEMENT OF QUALIFICATIONS

IRC Environmental Consulting

Qualifications, Benjamin Berman

Current Title: Owner / Project Manager

REGISTRATIONS / CERTIFICATIONS / TRAINING:

- Registered Environmental Property Assessor (REPA): REPA # 628019, National Registry of Environmental Professionals (NREP); April 2, 2013 to present
- Registered Environmental Assessor (REA): California # 08222, California Department of Toxic Substances Control (DTSC), September 27, 2006 to July 1, 2012*
- EDR Seminar, Vapor Intrusion Risk & Due Diligence Challenges, 12-6-06, Berkeley, CA
- EPA / DTSC Educational Workshop, AAI and New Phase I ESA Requirements, 1-25-07, Sacramento, CA
- ASTM International Technical & Professional Training, Assessment of Vapor Intrusion Into Structures on Property Involved in Real Estate Transactions, 6-11-08, San Francisco, CA
- EDR Seminar, Due Diligence, Challenges, Updates, 10-8-08, San Francisco, CA
- EDR Environmental Due Diligence 101, Principles & Practice, 6 week online training course, September-October 2009
- NCC-AHMP, 3-day Essentials of Hazardous Materials Management, Overview Course, November 8 – 10, 2011, Oakland, CA
- County of Santa Clara Department of Environmental Health, Hazardous Materials Compliance Division, Hazardous Waste Management Training–Small Quantity Generators, November 20, 2014, San Jose, CA

EDUCATION:

- San Jose State University: B.A. Environmental Studies, 2000

PROFESSIONAL HISTORY:

- IRC Environmental Consulting, San Jose, CA, Owner / Project Manager, February 2015-Present
- Consulting Engineers Corporation, Santa Clara, CA, Senior Project Manager, February 2012-February 2015
- E₂C, Inc, Santa Clara, CA, Project Manager, 2002-January 2012
- Santa Clara Valley Water District, San Jose, CA, Leaking Underground Storage Tank Oversight Program, Case Manager, 2001-2002
- CET Environmental Services, Inc., Richmond, CA, Staff Env. Specialist, 1993-1997
- Aqua Terra Technologies, Inc., Walnut Creek, CA, Staff Scientist, 1988-1993

*The State of California terminated the REA Program on July 1, 2012.

IRC Environmental Consulting
430 South Fourth Street, San Jose, CA 95112-5730
Cell: (408) 313-9376 www.irc-enviro.com ircenvironmental@gmail.com

IRC Environmental Consulting

Services

Complete Environmental Project Management for:

- Site Closure / No Further Action
- Soil and Groundwater Contamination Sites
- Gas stations, automotive repair, dry cleaners, industrial, manufacturing, commercial, retail, office, schools / institutional, multi-unit residential
- Leaking Underground Storage Tank (LUST) sites
- Petroleum Hydrocarbons / Fuels and Solvent sites
- Hazardous Materials (Hazmat) / Hazardous Wastes
- Facility Closures
- Site Remediation / Cleanup

Sampling / Phase II Environmental Site Assessments: soil, groundwater, soil-gas (vapor)

Monitoring: Groundwater and Soil-Gas (Vapor)

Phase I Environmental Site Assessments

Permitting

Regulatory Compliance

Hazmat Business Plans

Above-Ground Storage Tank Spill Prevention Plans

Reporting / document writing and compilation

IRC Environmental Consulting

Representative Projects

- Gasoline Station, Leaking Underground Storage Tank (LUST) site, groundwater monitoring, remediation (dual-phase extraction, soil-vapor and groundwater), investigation, San Jose, CA, July 2014 - on-going, Job # 3232.
- Soil and Grab Groundwater Sampling Assessment, Gasoline, Diesel, Oil Range Petroleum Hydrocarbons, Former Fuel USTs, Former Railroad Right of Way, Manufacturing Facility, Santa Clara, CA, June-July 2014, Job # 3229.
- Soil-Gas & Soil Sampling Assessment and Report, Automotive Repair Facility, Los Altos, CA, April-September 2014, Job # 3224, 3226.
- Baseline shallow soil sampling in secondary containment and report, Metal Plating Facility, Santa Clara, CA, February 2014, Job # 3207.
- Facility Closure, Industrial Spray Painting Facility, Santa Clara, CA, November 2013-April 2014, Job # 3204.
- Facility Closure, Metal Plating Shop, Sunnyvale, CA, November 2013-March 2014, Job # 3198.
- Soil boring, soil and groundwater sampling, former gasoline UST, October-November 2013, Job # 3195.
- Leaking Underground Storage Tank (LUST) site, gasoline service station, project management, Redwood City, CA, October 2013-Present, CEC Job # 3193.
- Near Surface and Stockpile Soil Sampling, Lexington Elementary School, Los Gatos, CA, February-April 2013, Job # 3164.
- Assistance to obtain No Further Action / Case Closure, All Foreign Auto / AC Label / Berryman Products (automotive), California Regional Water Quality Control Board – San Francisco Bay Region, January 2013 – November 2013, San Jose, CA, Job # 3163.
- Underground Facility Closure, Voluntary Cleanup under Santa Clara County Environmental Health, Former Piercey Toyota (automotive), San Jose, CA, June 2012 – May 2014, Job # 3125.
- Near Surface and Stockpile Soil Sampling, Los Altos High School, Los Altos, CA, May & August 2012, Job # 3116.
- Phase 1 Environmental Site Assessment, Industrial Condominiums, Sunnyvale, CA, March-April 2012, Job # 3108.
- Testing, Removal, Cleanup, Abandoned Drums on Commercial Property, San Jose, CA, November 2011, Job # 3085.
- Hydraulic Fluid Assessment and Site Closure, Elevator, Residential Condominiums, San Jose, CA, August 2011 to January 2012, Job # 3077.
- Phase 1 Environmental Site Assessment, Former Industrial Facility, Santa Clara, CA, August 2011, Job # 3074.
- Phase 1 Environmental Site Assessment, Food Production Facility, Hayward, CA, May-June 2011, Job # 3060.
- Removal and Site Closure (underground hydraulic lift), San Benito High School, Hollister, CA, May 2011 to May 2012, Job # 3054.
- Phase 1 Environmental Site Assessment, Machine Shop / Production, Palo Alto, CA, February 2012, Job # 3049.
- Voluntary Cleanup Agreement under State of California Department of Toxic Substances Control, Town & Country Village Shopping Center (former dry cleaner), Palo Alto, CA, December 2010 – Present (on-going), Job # 3037.
- Underground Facility Closure (UST system, jet fuel), Aviation Training Center, Closure Work Plan, Oversight, Soil Sampling, Closure Report, San Jose, CA, August-October 2010, Job # 3013.

- Phase II Environmental Site Assessment, Near Surface Soil Sampling for Pesticides and Metals (church property, proposed re-development), San Jose, CA, July 2010, Job # 3003.
- Phase II Environmental Site Assessment, Grab Groundwater Sampling for VOCs, (high tech facility, new tenant), San Jose, CA, July 2010, Job # 2999-B.
- Remediation of diesel impacted soils, work plan, oversight, reporting, (for diesel ASTs) (computer data center / internet exchange facility), San Jose, CA, June-December 2010, Job # 3002.
- Phase I and Phase II (soil-vapor sampling) Environmental Site Assessments, retail property, Los Altos, CA, May-June 2010, Job # 2997, 3000.
- Acid Waste Neutralization Tank System Upgrade & Title 22 Tank Certifications (semiconductor facility), Santa Clara, CA, December 2009 – January 2010, Job # 2967.
- Facility Closure Plans, Oversight of Closure Activities, & Final Closure Reports (approved by local fire department for closure of an industrial facility that produced optical and laser glass), Fremont, CA, November 2009 to July 2010, Job # 2945.
- Phase II Environmental Site Assessment and soil removal (soil sampling and excavation of soils impacted by hydraulic fluid, release from underground pipe associated with elevator in a residential condominium complex), San Jose, CA, June-July 2009, Job # 2930.
- Spill Prevention, Control, and Counter Measure (SPCC) Plan, (for diesel ASTs) (computer data center / internet exchange facility), Sunnyvale, CA, May-June, 2009, Job # 2921.
- Hazardous Materials Business Plan (HMBP), (primarily diesel and lead-acid battery banks) (computer data center / internet exchange facility), Sunnyvale, CA, May-June, 2009, Job # 2922.
- Semi-Annual Wastewater Discharge Compliance Sampling and Reporting, Industrial Spray Painting – Finishing Facility, Santa Clara, CA, May 2009-2013, Job # 2924.
- Phase I Environmental Site Assessment (Commercial Condominium complex), San Jose, CA, April 2009, Job # 2913.
- Certified Radon Survey (per U.S. EPA requirements), Fremont, CA, March 2009, Job # 2905.
- Phase I Environmental Site Assessment (former gas station), San Jose, CA, February 2009 Job # 2900.
- Investigation, Odor Intrusion, Industrial, San Jose, CA, February 2009, Job # 2897.
- Phase II Environmental Site Assessment (former / current automotive, USTs; soil, groundwater, and soil-vapor sampling), Santa Clara, CA, January-February 2009, Job # 2894.
- Phase I Environmental Site Assessment (former agricultural), Morgan Hill, CA, January-February 2009 Job # 2889.
- Phase I Environmental Site Assessment (former / current automotive, USTs), Santa Clara, CA, December 2008-January 2009, Job # 2885.
- Phase I Environmental Site Assessment (industrial), Scotts Valley, CA, December 2008 Job # 2881.
- Phase I Environmental Site Assessment (automotive, gas station), San Jose, CA, November 2008 Job # 2876.
- Document Review / Investigation, Former Film Processing and Moisture / Mold Inspection, Santa Clara, CA, October 2008, Job # 2874.
- Phase I Environmental Site Assessment (former commercial nursery / landscaping outlet, former UST), Santa Clara, CA, October 2008, Job # 2869.
- Phase I Environmental Site Assessment (semi-conductor / electronics assembly, adjacent to U.S. EPA Federal Superfund site), Santa Clara, CA, October 2008, Job # 2866.
- Asbestos and Lead Paint abatement, Asbestos Air Clearance and Confirmation Lead Sampling (Shopping center), Modesto, CA, September-October 2008, Job # 2828.
- Phase I Environmental Site Assessment (bowling alley, motel, offices, retail, commercial), Palo Alto, CA, August-September 2008, Job # 2861.

- Consulting Services, Document Review, Independent 3rd Party Review of Groundwater and Indoor Air Sampling Investigation performed by others (recommendations, proposed scope of work), tenant lease contract for occupation of new space by high tech computer / electronics manufacturing – assembly company), Sunnyvale, CA, August 2008, Job # 2859.
- Phase II Environmental Site Assessment, Near Surface Soil Sampling for Pesticides and Metals, and Phase I Environmental Site Assessment, East Palo Alto, CA, July-August 2008, Job # 2853SC01.
- Phase II Environmental Site Assessment, Deep Groundwater Sampling, Soil Sampling, Soil-Vapor Sampling (apartment building adjacent to retail dry cleaner), Sunnyvale, CA, June-July 2008 Job # 2825SC01.
- Phase II Environmental Site Assessment, Sampling in Basement Below Commercial Building, and Phase I Environmental Site Assessment, Palo Alto, CA, July – September 2008, Job # 2846SC01.
- Phase II Environmental Site Assessment, Near Surface Soil Sampling for Pesticides and Metals (agricultural property, proposed residential development), Morgan Hill, CA, June-July 2008 Job # 2815SC01.
- Phase I Environmental Site Assessment and Phase II Environmental Site Assessment, Former Railroad Right-Of-Way, soil sampling for VOCs, Metals, SVOCs, PCBs, Pesticides, TEPH (diesel, oil), depth definition soil sampling for arsenic, groundwater sampling to screen for dissolved arsenic, San Jose, CA, August - December 2008, Job # 2842SC01.
- Phase I ESA and Phase II, Surface / Near Surface Soil Sampling for Pesticides, 42 Acres of Undeveloped Property (for Residential Subdivision), Morgan Hill, CA, March-July 2008, Job # 2815SC01.
- Soil-Gas Sampling below Building, Removal of Lead Paint and Asbestos inside Building, Former Supermarket with adjacent dry cleaner (shopping center), Modesto, CA, April-October 2008, Job # 2828SC01.
- Phase II, Soil and Groundwater Sampling, Warehouse, Commercial-Industrial Property, Sunnyvale, CA, August-December 2007, Job # 2764SC01.
- Phase II, Soil-Gas Sampling Below Building and Soil Sampling from Excavations, Warehouse, Commercial-Industrial Property, Sunnyvale, CA, August 2007, Job # 2759SC01.
- Phase II, Soil Sampling Inside Building, Dry Cleaner in Shopping Center, San Jose, CA, April-May 2007, Job # 2721SC01.
- Phase II, Soil-Gas Sampling Below Building, Indoor Air Sampling, Former Dry Cleaner, Palo Alto, CA, May-June 2007, Job # 2716SC01.

APPENDIX B

HISTORICAL TOPOGRAPHIC MAPS



Historical Topographic Maps

<http://www.geo-search.net/QuickMap/index.htm?DataID=Standard0000131282>

Click on link above to access the map and satellite view of current property

Target Property:

***Phase I Environmental Site Assessment
180 Redding Road
Campbell, Santa Clara County, California 95008***

Prepared For:

IRC Environmental Consulting LLC

Order #: 60798

Job #: 131282

Project #: 3320

Date: 12/18/2015

TARGET PROPERTY SUMMARY

Phase I Environmental Site Assessment
180 Redding Road
Campbell, Santa Clara County, California 95008

USGS Quadrangle: **San Jose West, CA**
Target Property Geometry: **Point**

Target Property Longitude(s)/Latitude(s):
(-121.945694, 37.264763)

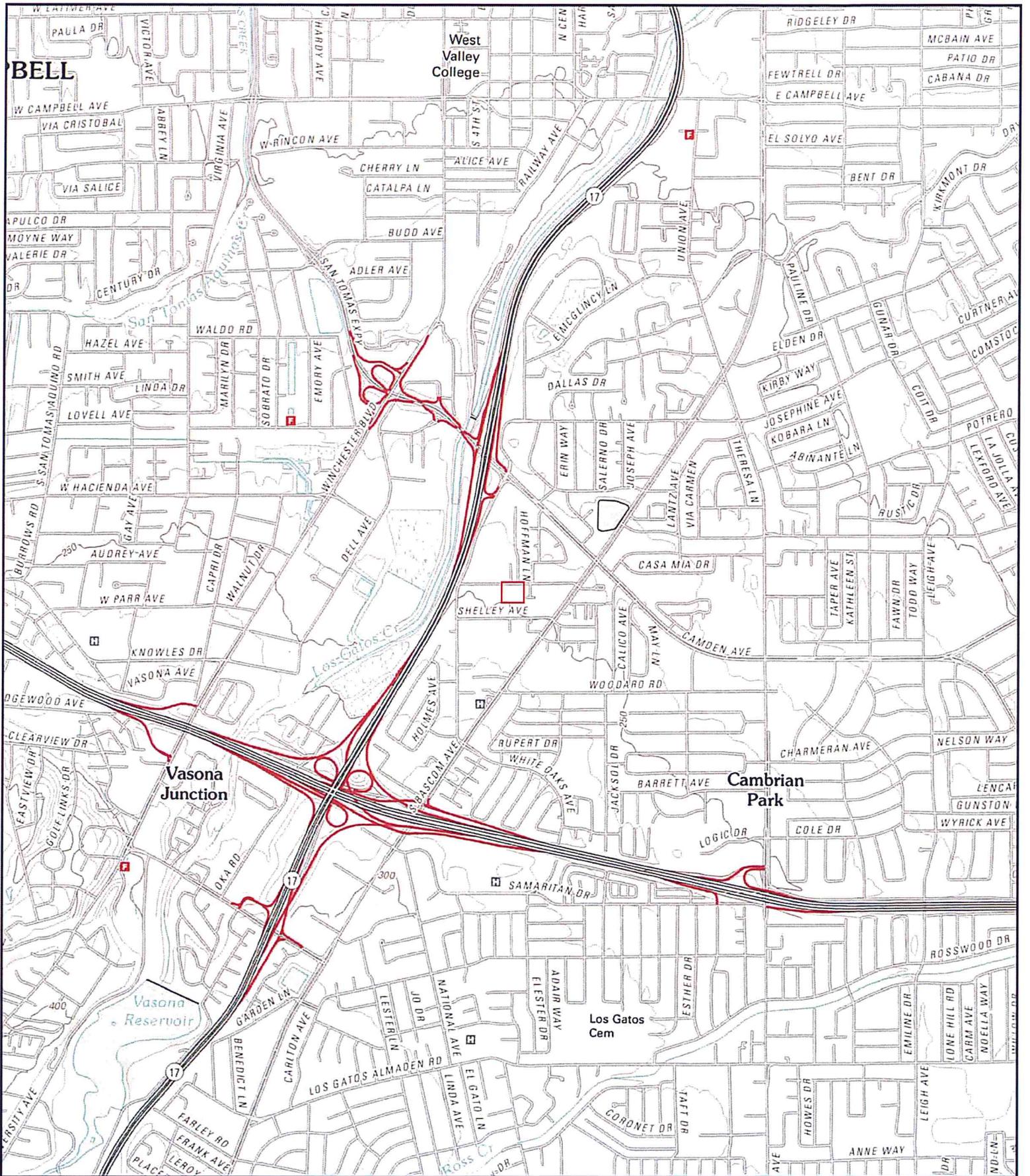
County/Parish Covered:
Santa Clara (CA)

Zipcode(s) Covered:
Campbell CA: 95008
San Jose CA: 95124

State(s) Covered:
CA

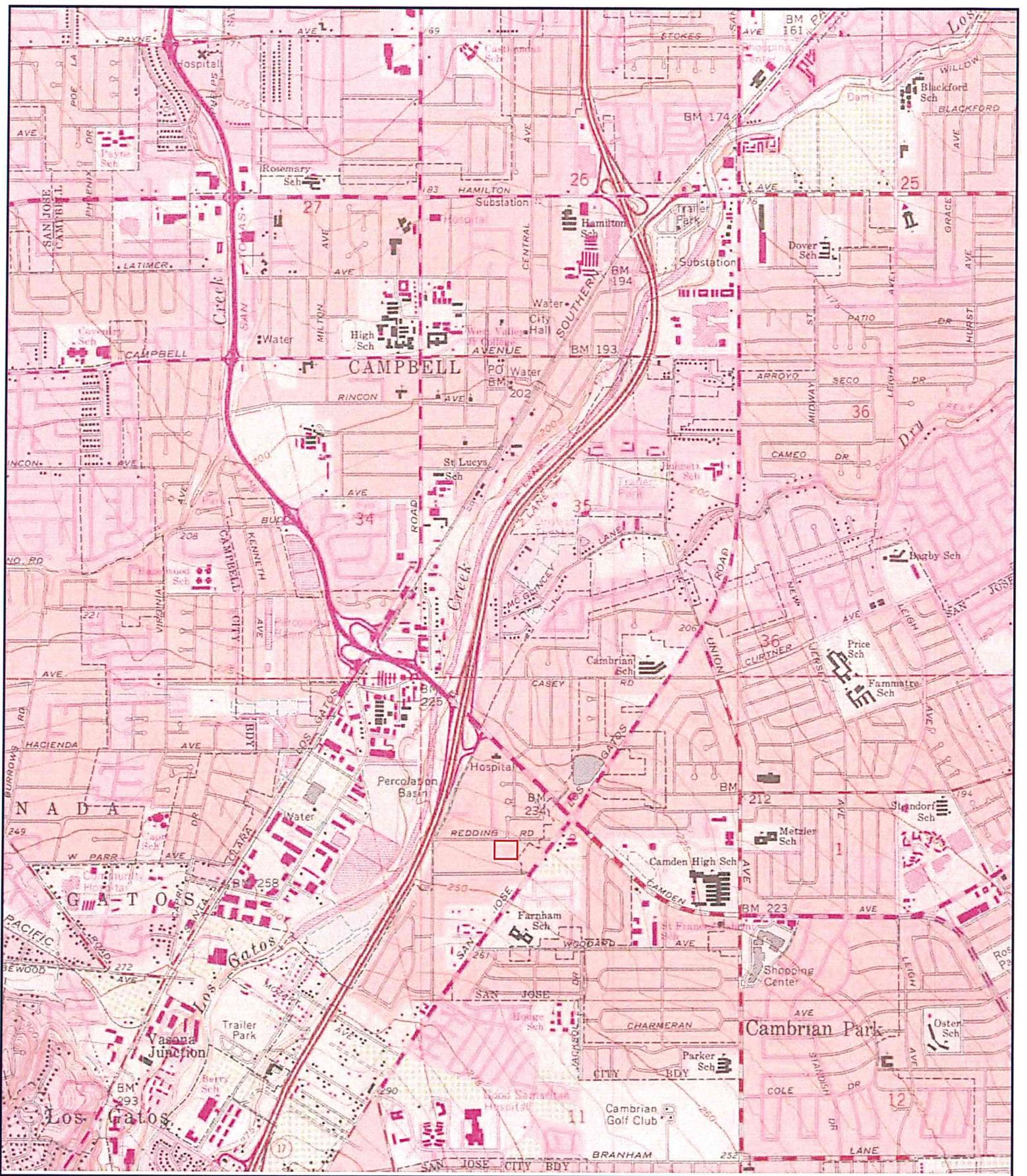
***Target property is located in Radon Zone 2.**
Zone 2 areas have a predicted average indoor radon screening level between 2 and 4 pCi/L
(picocuries per liter).

Disclaimer - The information provided in this report was obtained from a variety of public sources. GeoSearch cannot ensure and makes no warranty or representation as to the accuracy, reliability, quality, errors occurring from data conversion or the customer's interpretation of this report. This report was made by GeoSearch for exclusive use by its clients only. Therefore, this report may not contain sufficient information for other purposes or parties. GeoSearch and its partners, employees, officers and independent contractors cannot be held liable for actual, incidental, consequential, special or exemplary damages suffered by a customer resulting directly or indirectly from any information provided by GeoSearch.

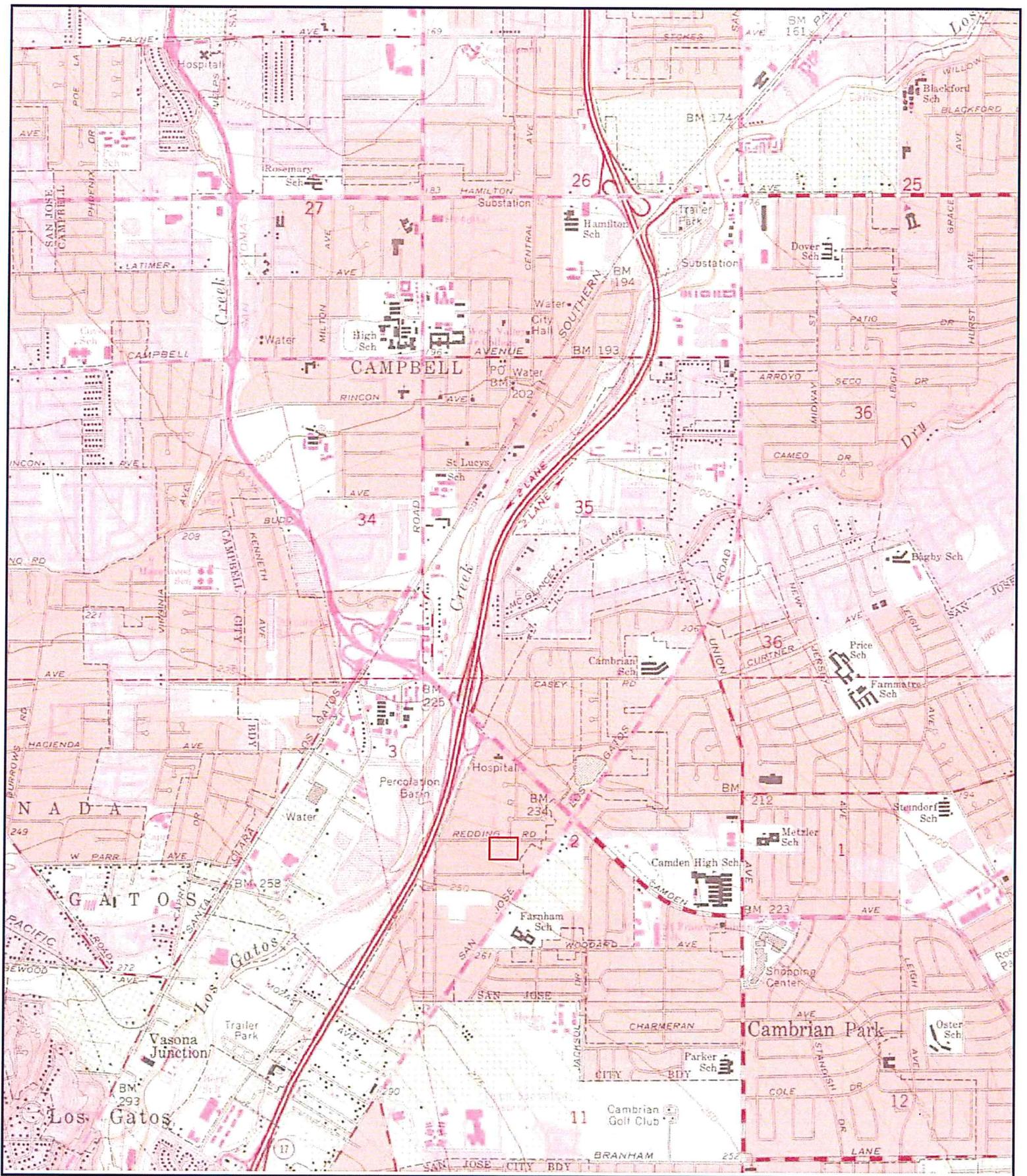


SITE: PHASE I ENVIRONMENTAL SITE ASSESSMENT
QUAD: SAM JOSE WEST, CA
DATE: 2012
SCALE: 1:24,000





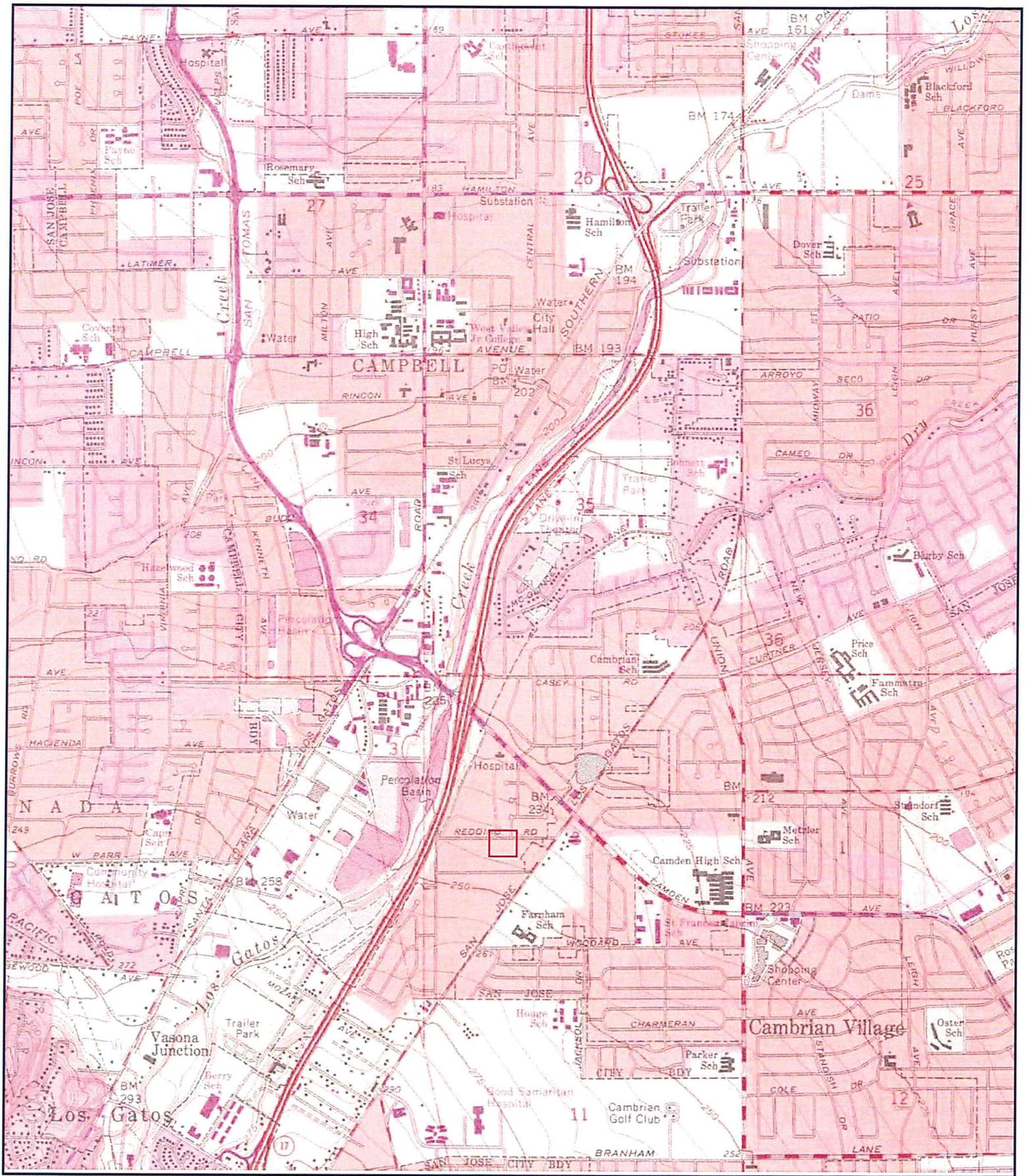
SITE: PHASE I ENVIRONMENTAL SITE ASSESSMENT
QUAD: SAM JOSE WEST, CA
DATE: 1961 PHOTOREVISED 1980
SCALE: 1:24,000



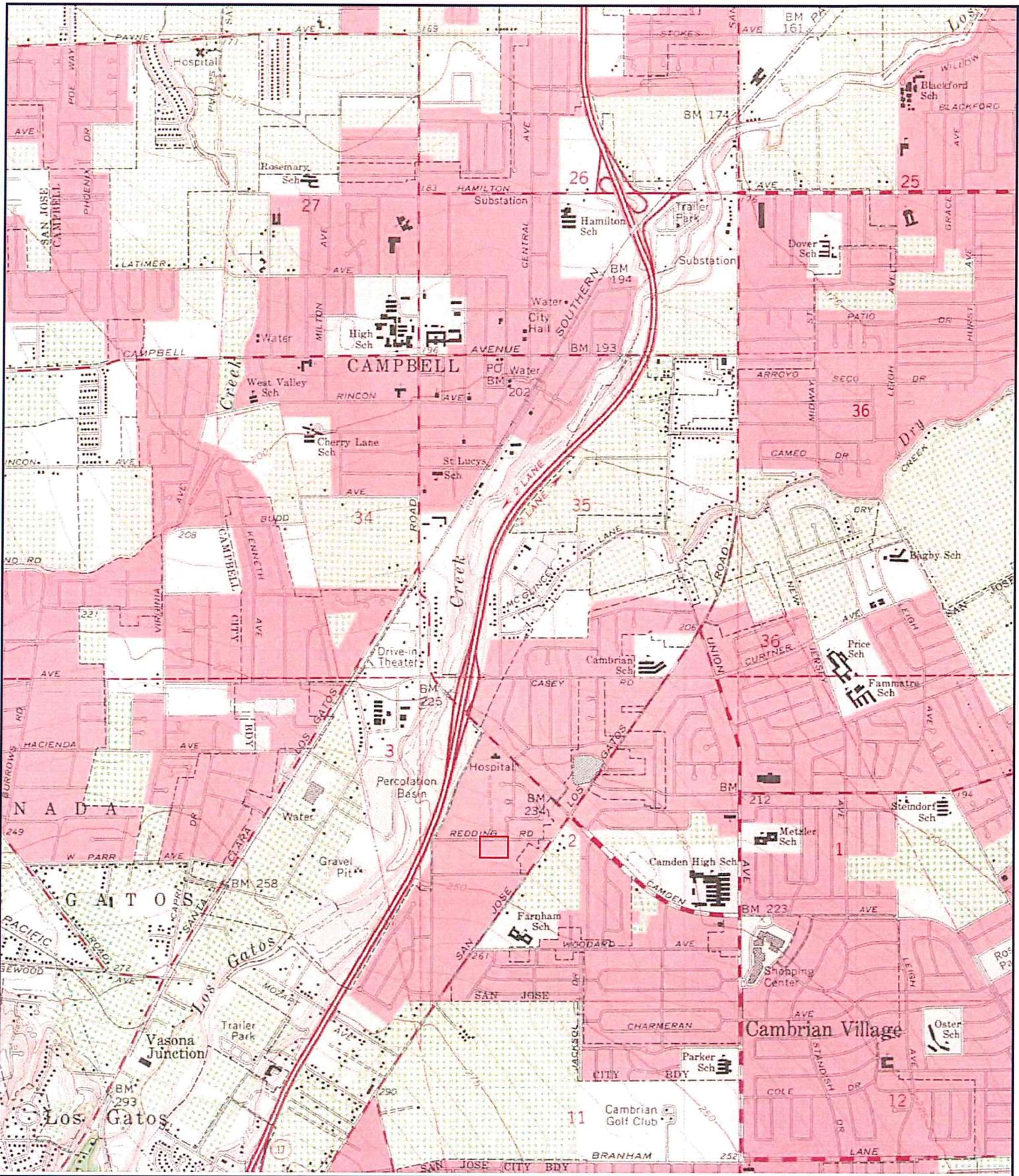
SITE: PHASE I ENVIRONMENTAL SITE ASSESSMENT
QUAD: SAM JOSE WEST, CA
DATE: 1961 PHOTOREVISED 1973
SCALE: 1:24,000

JOB #: 131282 - 12/18/2015

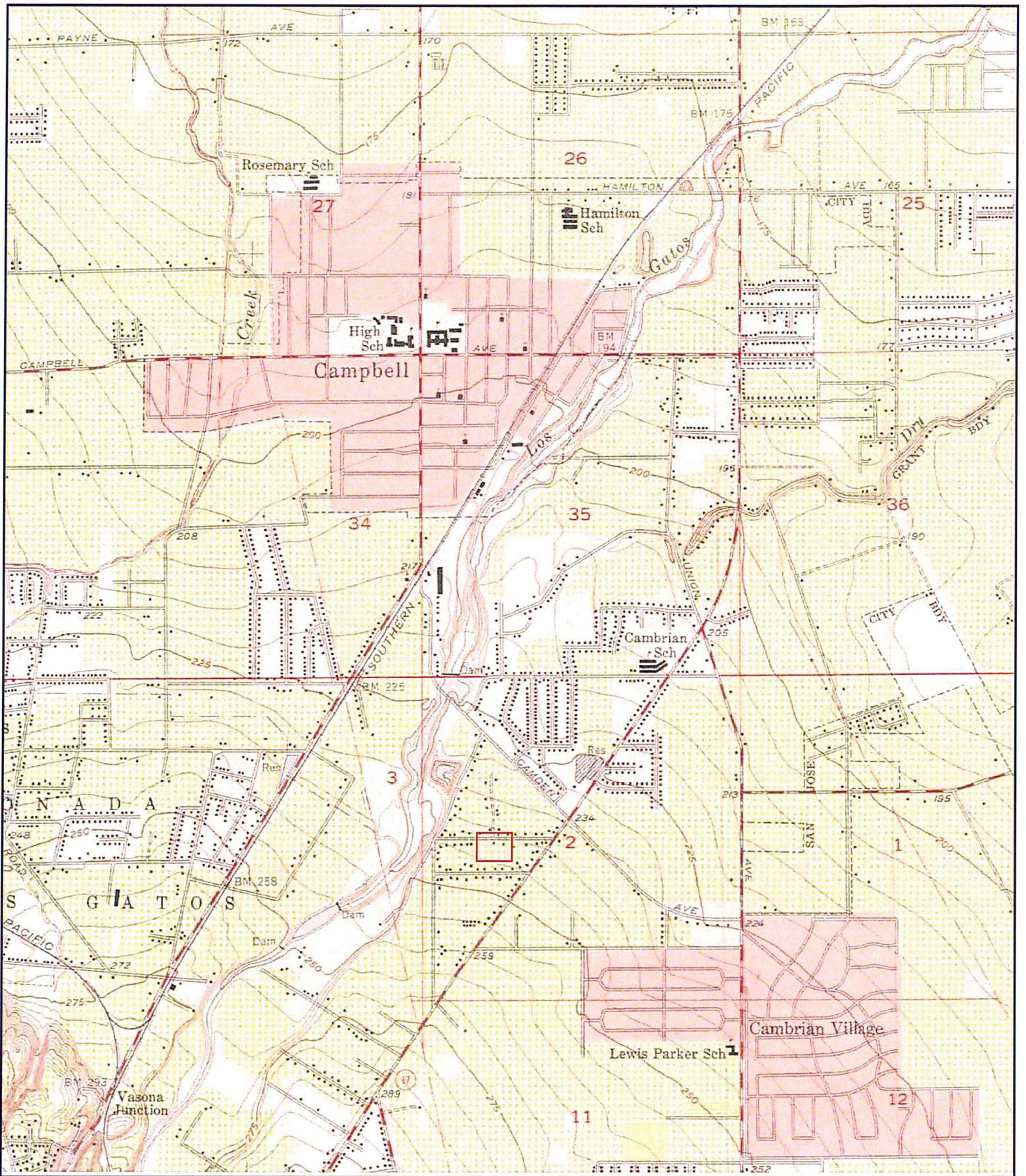




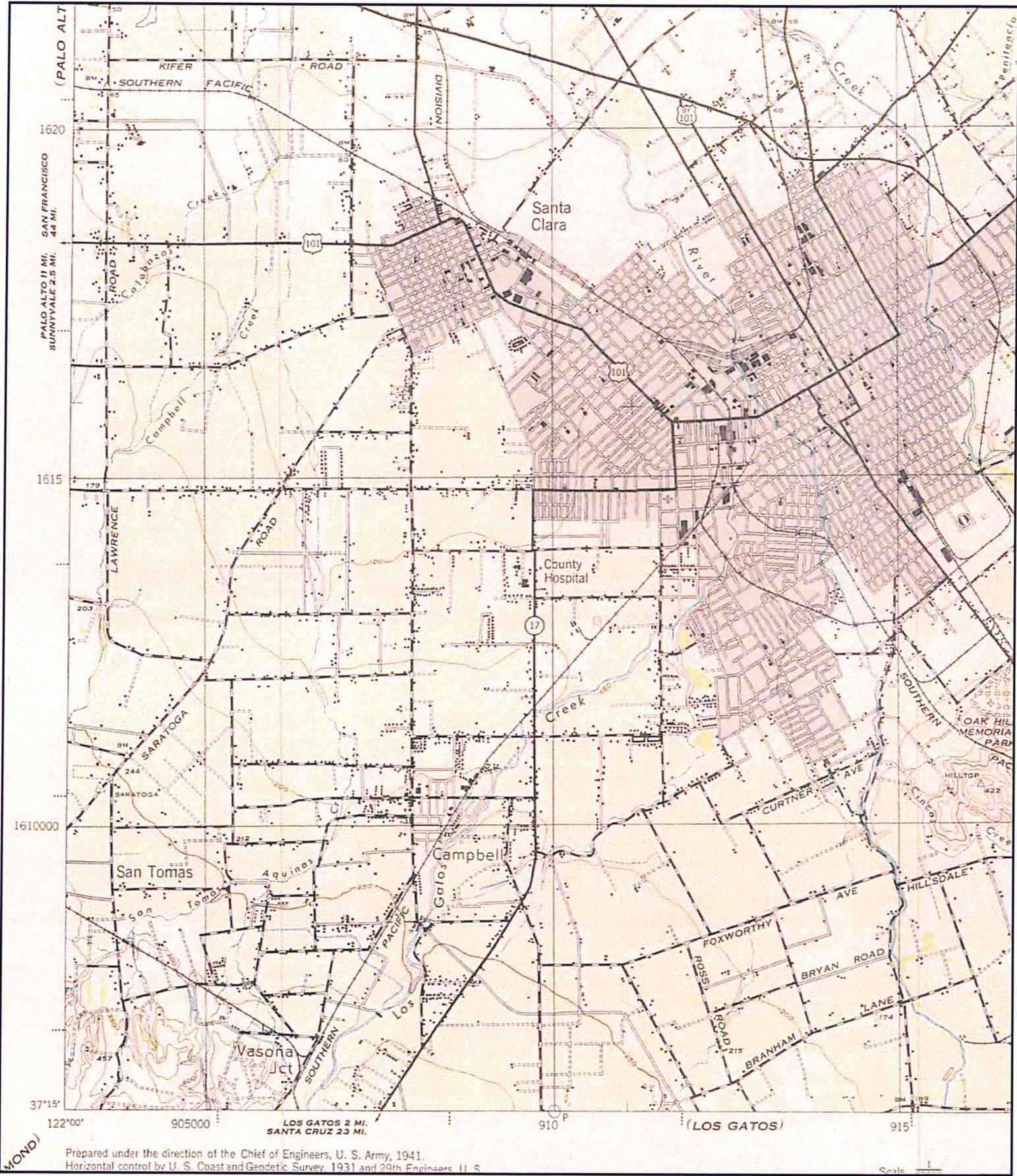
SITE: PHASE I ENVIRONMENTAL SITE ASSESSMENT
QUAD: SAN JOSE WEST, CA
DATE: 1961 PHOTOREVISED 1968
SCALE: 1:24,000



SITE: PHASE I ENVIRONMENTAL SITE ASSESSMENT
QUAD: SAM JOSE WEST, CA
DATE: 1961
SCALE: 1:24,000



SITE: PHASE I ENVIRONMENTAL SITE ASSESSMENT
QUAD: SAM JOSE WEST, CA
DATE: 1953
SCALE: 1:24,000



SITE: PHASE I ENVIRONMENTAL SITE ASSESSMENT
QUAD: SAM JOSE, CA
DATE: 1943
SCALE: 1:62,500





SITE: PHASE I ENVIRONMENTAL SITE ASSESSMENT
QUAD: SAM JOSE, CA
DATE: 1899
SCALE: 1:62,500



APPENDIX C
CITY DIRECTORIES

City Directory Target Property Address

Target Property:

*Redding Rd,
Campbell, CA 95008*

Prepared For:

IRC Environmental Consulting LLC

Order #: 60798

3320

Date: 12/18/2015

City Directory Target Property Address

Redding Rd, Campbell, CA 95008

180 Redding Rd

2015	DIANA G	InfoUSA	South West
2015	LIEBMAN TERI	InfoUSA	South West
2011	ADDRESS NOT LISTED	InfoUSA	Pacific
2007	LIEBMANN LEE	Haines Directory	West Santa Clara
2005	LIEBMANN LEE	Haines Directory	West Santa Clara
2000-01	LIEBMANN LEE	Haines Directory	West Santa Clara
1995-96	NO CURRENT LISTING	Haines Directory	San Jose
1990-91	NO CURRENT LISTING	Haines Directory	San Jose
1985	BOOMER TOM	Haines Directory	San Jose
1980	ADDRESS NOT LISTED	Haines Directory	San Jose
1975	ADDRESS NOT LISTED	Haines Directory	San Jose
1971	ADDRESS NOT LISTED	Haines Directory	San Jose

100 Redding Rd

2007	DONOVAN KATHLEEN	Haines Directory	West Santa Clara
2005	DONOVAN KATHLEEN	Haines Directory	West Santa Clara
2000-01	DONOVAN KATHLEEN	Haines Directory	West Santa Clara
2000-01	PERRY L	Haines Directory	West Santa Clara
2000-01	PERRY V	Haines Directory	West Santa Clara
1995-96	PERRY L	Haines Directory	San Jose
1995-96	PERRY V	Haines Directory	San Jose
1990-91	PERRY L	Haines Directory	San Jose
1990-91	PERRY V	Haines Directory	San Jose

101 Redding Rd

2007	APARTMENTS	Haines Directory	West Santa Clara
2005	APARTMENTS	Haines Directory	West Santa Clara
2000-01	APARTMENTS	Haines Directory	West Santa Clara
1995-96	APARTMENTS	Haines Directory	San Jose
1990-91	APARTMENTS	Haines Directory	San Jose
1985	APARTMENTS	Haines Directory	San Jose
1980	WINDSOR TWNHMS	Haines Directory	San Jose
1975	ALTO HARRY	Haines Directory	San Jose
1971	WILSON RICHARD S	Haines Directory	San Jose

City Directory Target Property Address

Redding Rd, Campbell, CA 95008

102 Redding Rd

2007	REMMELL MARTHA	Haines Directory	West Santa Clara
2005	REMMELL MARTHA	Haines Directory	West Santa Clara
2000-01	REMMELL MARTHA	Haines Directory	West Santa Clara
1995-96	NO CURRENT LISTING	Haines Directory	San Jose
1990-91	DITTERMEIER PAUL J	Haines Directory	San Jose

104 Redding Rd

2007	THIAGARAJAN BHASKAR	Haines Directory	West Santa Clara
2005	THIAGARAJAN BHASKAR	Haines Directory	West Santa Clara
2000-01	QUADROS LORRAINE	Haines Directory	West Santa Clara

106 Redding Rd

2007	YEGANEKI FARIMA	Haines Directory	West Santa Clara
2005	YEGANEKI FARIMA	Haines Directory	West Santa Clara
1995-96	GREEN LARENE	Haines Directory	San Jose
1995-96	GREEN MARK	Haines Directory	San Jose
1990-91	GREEN MARK	Haines Directory	San Jose

108 Redding Rd

2007	ROBINSON DOUGLAS	Haines Directory	West Santa Clara
2005	ROBINSON DOUGLAS	Haines Directory	West Santa Clara
2000-01	ROBINSON DOUGLAS	Haines Directory	West Santa Clara

110 Redding Rd

2007	NAKAMURA KELLY	Haines Directory	West Santa Clara
2005	NAKAMURA KELLY	Haines Directory	West Santa Clara
2000-01	NAKAMURA KELLY	Haines Directory	West Santa Clara

112 Redding Rd

2007	PRABHAKAR ANUPAM	Haines Directory	West Santa Clara
2005	PRABHAKAR	Haines Directory	West Santa Clara
2000-01	JOHNSTON TERRENCE	Haines Directory	West Santa Clara
1995-96	JOHNSTON TERRENCE	Haines Directory	San Jose
1990-91	JOHNSTON TERRENCE	Haines Directory	San Jose

114 Redding Rd

2007	BURZYNSKI DENNY	Haines Directory	West Santa Clara
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City Directory Target Property Address

Redding Rd, Campbell, CA 95008

2005	BURZYNSKI DENNY	Haines Directory	West Santa Clara
2000-01	BURZYNSKI DENNY	Haines Directory	West Santa Clara
<u>116 Redding Rd</u>			
2007	AMANATULLAH MARY	Haines Directory	West Santa Clara
2005	AMANATULLAH MARY	Haines Directory	West Santa Clara
2000-01	AMANATULLAH M	Haines Directory	West Santa Clara
<u>118 Redding Rd</u>			
2007	GUREVICH WILLIAM	Haines Directory	West Santa Clara
2005	GUREVICH WILLIAM	Haines Directory	West Santa Clara
2000-01	GUREVICH WILLIAM	Haines Directory	West Santa Clara
1995-96	GUREVICH WILLIAM	Haines Directory	San Jose
1990-91	GUREVISH WILLIAMS	Haines Directory	San Jose
<u>120 Redding Rd</u>			
2007	TELESKY JEANETTE	Haines Directory	West Santa Clara
2005	TELESKY JEANETTE	Haines Directory	West Santa Clara
2000-01	TELESKY JEANETTE	Haines Directory	West Santa Clara
1995-96	TELESKY JAN	Haines Directory	San Jose
1995-96	TELESKY RAY	Haines Directory	San Jose
1990-91	ANDERSON D	Haines Directory	San Jose
1985	NO CURRENT LISTING	Haines Directory	San Jose
1980	NO CURRENT LISTING	Haines Directory	San Jose
1975	PAYNE JOE T	Haines Directory	San Jose
1971	PAYNE JOE T	Haines Directory	San Jose
<u>121 Redding Rd</u>			
2007	KEYES JOAN	Haines Directory	West Santa Clara
2007	TEJADA MAX	Haines Directory	West Santa Clara
2005	KEYES JOAN	Haines Directory	West Santa Clara
2000-01	NO CURRENT LISTING	Haines Directory	West Santa Clara
1995-96	NO CURRENT LISTING	Haines Directory	San Jose
1990-91	NO CURRENT LISTING	Haines Directory	San Jose
1985	CARLI RICHARD	Haines Directory	San Jose
1985	WYNN TERENCE P JR	Haines Directory	San Jose

City Directory Target Property Address

Redding Rd, Campbell, CA 95008

122 Redding Rd

2007	CRAIG DIANE	Haines Directory	West Santa Clara
2005	KARAMIAN NARBIK	Haines Directory	West Santa Clara
2000-01	KARAMIAN NARBIK	Haines Directory	West Santa Clara

123 Redding Rd

2007	JOHNSON VIVIAN	Haines Directory	West Santa Clara
2007	NEYMAN PAVEL	Haines Directory	West Santa Clara
2005	JOHNSON VIVAN	Haines Directory	West Santa Clara
2005	NEYMAN PAVEL	Haines Directory	West Santa Clara
2000-01	BENBOW STEPHEN	Haines Directory	West Santa Clara
2000-01	FLETCHER ANNE	Haines Directory	West Santa Clara
1995-96	FLETCHER ANNE	Haines Directory	San Jose
1995-96	SMITH MICHAEL J	Haines Directory	San Jose
1990-91	SMITH MICHAEL J	Haines Directory	San Jose
1990-91	VEREGIN H E	Haines Directory	San Jose
1985	NO CURRENT LISTING	Haines Directory	San Jose
1980	MCCLINTOCK ALFRED	Haines Directory	San Jose
1980	MCCLINTOCK MARIE	Haines Directory	San Jose
1975	MCCLINTOCK ALFRED	Haines Directory	San Jose
1975	MCCLINTOCK MARIE	Haines Directory	San Jose
1971	MCCLINTOCK ALFRED	Haines Directory	San Jose
1971	MCCLINTON S L	Haines Directory	San Jose

124 Redding Rd

2007	PRIDMORE SUSAN	Haines Directory	West Santa Clara
2005	PRIDMORE SUSAN	Haines Directory	West Santa Clara
2000-01	PRIDMORE SUSAN	Haines Directory	West Santa Clara

125 Redding Rd

2007	MCKOON PAUL	Haines Directory	West Santa Clara
2007	ROBERTSON PEGGY	Haines Directory	West Santa Clara
2005	FLYNN MARGARET	Haines Directory	West Santa Clara
2005	MCKOON PAUL	Haines Directory	West Santa Clara
2000-01	SPATOLA MARY ANN	Haines Directory	West Santa Clara
1995-96	NO CURRENT LISTING	Haines Directory	San Jose

City Directory Target Property Address

Redding Rd, Campbell, CA 95008

1990-91	KNEIS K	Haines Directory	San Jose
1990-91	WERMUTH FRED	Haines Directory	San Jose
1990-91	WERMUTH MARY	Haines Directory	San Jose
1985	PARISSENTI JIM	Haines Directory	San Jose
1985	PARISSENTI MIA	Haines Directory	San Jose
1985	WALESSKI ANDRE	Haines Directory	San Jose
<u>126 Redding Rd</u>			
2007	TKACHENKO JULIA	Haines Directory	West Santa Clara
2005	REVUTSKY LEV	Haines Directory	West Santa Clara
2000-01	REVUTSKY LEV	Haines Directory	West Santa Clara
<u>127 Redding Rd</u>			
2007	PEPPER DONALD	Haines Directory	West Santa Clara
2007	WALKER DIANE	Haines Directory	West Santa Clara
2007	WEBBER ANDREA	Haines Directory	West Santa Clara
2005	PEPPER DONALD	Haines Directory	West Santa Clara
2005	WALKER DIANE	Haines Directory	West Santa Clara
2005	WEBBER ANDREA	Haines Directory	West Santa Clara
<u>129 Redding Rd</u>			
2007	HART SHARON	Haines Directory	West Santa Clara
2007	MASON DON	Haines Directory	West Santa Clara
2007	MCDONALD JOHN	Haines Directory	West Santa Clara
2005	HIDER SHARON	Haines Directory	West Santa Clara
2005	MASON DON	Haines Directory	West Santa Clara
2005	MCDONALD JOHN	Haines Directory	West Santa Clara
2000-01	NO CURRENT LISTING	Haines Directory	West Santa Clara
1995-96	NO CURRENT LISTING	Haines Directory	San Jose
1990-91	MCVEA LINDA L	Haines Directory	San Jose
1985	LEWIS CASEY	Haines Directory	San Jose
1985	QUINN LAWRENCE A	Haines Directory	San Jose
1985	QUINN LINDA	Haines Directory	San Jose
<u>131 Redding Rd</u>			
2007	BOYLE CHARLES	Haines Directory	West Santa Clara
2007	CORBETT SHIRLEY	Haines Directory	West Santa Clara

City Directory Target Property Address

Redding Rd, Campbell, CA 95008

2007	NISSLY KENNETH	Haines Directory	West Santa Clara
2007	WILSON STEPHEN	Haines Directory	West Santa Clara
2005	BOYLE CHARLES	Haines Directory	West Santa Clara
2005	NISSLY KENNETH	Haines Directory	West Santa Clara
2005	WILSON STEPHEN	Haines Directory	West Santa Clara
2000-01	WILSON STEPHEN	Haines Directory	West Santa Clara
1995-96	WILSON STEPHEN	Haines Directory	San Jose
1990-91	WILSON STEPHEN	Haines Directory	San Jose
1985	LOGAN J	Haines Directory	San Jose
1985	SWISHER ROBERT	Haines Directory	San Jose
1985	WILSON STEPHEN	Haines Directory	San Jose

132 Redding Rd

2007	UEDA TOSHIHIRO	Haines Directory	West Santa Clara
2005	NOZAWA KUMIKO	Haines Directory	West Santa Clara
2000-01	NOZAWA KUMIKO	Haines Directory	West Santa Clara
1995-96	NO CURRENT LISTING	Haines Directory	San Jose
1990-91	GARCIA FRED	Haines Directory	San Jose

133 Redding Rd

2007	BOLASNA ANTHONY	Haines Directory	West Santa Clara
2007	BUTLER JEANNE	Haines Directory	West Santa Clara
2007	DREGER DEBBIE	Haines Directory	West Santa Clara
2007	THORP S M	Haines Directory	West Santa Clara
2005	BOLASNA ANTHONY	Haines Directory	West Santa Clara
2005	BUTLER JEANNE	Haines Directory	West Santa Clara
2005	DREGER DEBBIE	Haines Directory	West Santa Clara
2005	THORP S M	Haines Directory	West Santa Clara
2000-01	BLODGETT JIM	Haines Directory	West Santa Clara
2000-01	GEOFFROY KELLY L	Haines Directory	West Santa Clara
2000-01	NOGA AMY S	Haines Directory	West Santa Clara
2000-01	THORP S M	Haines Directory	West Santa Clara
1995-96	BLODGETT JIM	Haines Directory	San Jose
1995-96	THORP S M	Haines Directory	San Jose
1990-91	BLODGETT JIM	Haines Directory	San Jose

City Directory Target Property Address

Redding Rd, Campbell, CA 95008

1990-91	PANEC COLLEEN	Haines Directory	San Jose
1990-91	PANEC LEE	Haines Directory	San Jose
1990-91	THORP S M	Haines Directory	San Jose
1985	RAZAVI KAMBIZ	Haines Directory	San Jose
1985	STUART C	Haines Directory	San Jose

134 Redding Rd

2007	PETERSON KAREN	Haines Directory	West Santa Clara
2005	PETERSON KAREN	Haines Directory	West Santa Clara
2000-01	SLONIM SUZANNE	Haines Directory	West Santa Clara

135 Redding Rd

2007	EUBANKS TORI	Haines Directory	West Santa Clara
2007	KEEFER DOUGLAS	Haines Directory	West Santa Clara
2007	LATASA LINDA	Haines Directory	West Santa Clara
2007	MAUS RENE	Haines Directory	West Santa Clara
2005	DRIVER DON	Haines Directory	West Santa Clara
2005	EUBANKS TORI	Haines Directory	West Santa Clara
2005	HENDRICKSON BARBARA	Haines Directory	West Santa Clara
2005	KEEFER DOUGLAS	Haines Directory	West Santa Clara
2005	LATASA LINDA	Haines Directory	West Santa Clara
2000-01	OBERLE MICHELLE	Haines Directory	West Santa Clara
1995-96	NO CURRENT LISTING	Haines Directory	San Jose
1990-91	ANDERSON C	Haines Directory	San Jose
1990-91	GUTIERREZ ARTHUR E	Haines Directory	San Jose
1985	ANDERSON C	Haines Directory	San Jose
1985	ANDERSON K	Haines Directory	San Jose
1985	SEATON JOHN	Haines Directory	San Jose
1980	WENCES PRKG LOT SV	Haines Directory	San Jose
1975	WENCES PRKG LOT SV	Haines Directory	San Jose
1971	WENCES PRKG LOT SV	Haines Directory	San Jose

136 Redding Rd

2007	AUSTRIA ROBERT	Haines Directory	West Santa Clara
2007	GRIMES MARTIN	Haines Directory	West Santa Clara
2005	AUSTRIA ROBERT	Haines Directory	West Santa Clara

City Directory Target Property Address

Redding Rd, Campbell, CA 95008

2005	GRIMES MARTIN	Haines Directory	West Santa Clara
2000-01	AUSTRIA ROBERT	Haines Directory	West Santa Clara
<u>137 Redding Rd</u>			
2007	NOLAN DANIEL	Haines Directory	West Santa Clara
2007	SKINNER DEBRA	Haines Directory	West Santa Clara
2007	YOSHIOKA SUSAN	Haines Directory	West Santa Clara
2005	NOLAN DANIEL	Haines Directory	West Santa Clara
2005	SKINNER DEBRA	Haines Directory	West Santa Clara
2005	YOSHIOKA SUSAN	Haines Directory	West Santa Clara
2000-01	SKINNER DONALD	Haines Directory	West Santa Clara
1995-96	SKINNER DONALD	Haines Directory	San Jose
<u>138 Redding Rd</u>			
2007	DEAN JIM	Haines Directory	West Santa Clara
2005	DEAN JIM	Haines Directory	West Santa Clara
2000-01	CALLAHAN ROBERT J	Haines Directory	West Santa Clara
<u>139 Redding Rd</u>			
2007	PEATTIE ME	Haines Directory	West Santa Clara
2005	PEATTIE ME	Haines Directory	West Santa Clara
2000-01	WAGNER KEITH	Haines Directory	West Santa Clara
<u>140 Redding Rd</u>			
2007	BERMAN RICHARD	Haines Directory	West Santa Clara
2005	BERMAN RICHARD	Haines Directory	West Santa Clara
2000-01	BERMAN RICHARD	Haines Directory	West Santa Clara
<u>141 Redding Rd</u>			
2007	BEAUCHEMIN ROBERT J	Haines Directory	West Santa Clara
2005	BEAUCHEMIN ROBERT J	Haines Directory	West Santa Clara
2000-01	BEAUCHEMIN ROBERT J	Haines Directory	West Santa Clara
1995-96	COLIP GEORGE	Haines Directory	San Jose
<u>142 Redding Rd</u>			
2007	LUCKAY LINDA	Haines Directory	West Santa Clara
2005	LUCKAY LINDA	Haines Directory	West Santa Clara
2000-01	MCCANN JAMES	Haines Directory	West Santa Clara

City Directory Target Property Address

Redding Rd, Campbell, CA 95008

143 Redding Rd

2007	COLLINS COSUELA	Haines Directory	West Santa Clara
2005	COLLINS CONSUELA	Haines Directory	West Santa Clara
2000-01	COLLINS CONSUELA	Haines Directory	West Santa Clara

144 Redding Rd

2007	SHANMUGAM P	Haines Directory	West Santa Clara
2005	PAKKIRISAMY SHANMUGAM	Haines Directory	West Santa Clara
2005	SHANMUGAM P	Haines Directory	West Santa Clara
2000-01	SHANMUGAM SANTHA	Haines Directory	West Santa Clara

145 Redding Rd

2007	JOHNSON LESLIE	Haines Directory	West Santa Clara
2005	JOHNSON LESLIE	Haines Directory	West Santa Clara
2000-01	JOHNSON LESLIE	Haines Directory	West Santa Clara

146 Redding Rd

2007	DEBOSKEY DAVE	Haines Directory	West Santa Clara
2005	DEBOSKEY DAVE	Haines Directory	West Santa Clara
2000-01	DEBOSKEY DAVID	Haines Directory	West Santa Clara

147 Redding Rd

2011	KHEYFETS VICTORIA	InfoUSA	Pacific
2007	KHEYFETS VICTORIA	Haines Directory	West Santa Clara
2005	KHEYFETS VICTORIA	Haines Directory	West Santa Clara
2000-01	PHILLIPS DONALD	Haines Directory	West Santa Clara
1995-96	NO CURRENT LISTING	Haines Directory	San Jose
1990-91	ALLODI BRIAN	Haines Directory	San Jose

148 Redding Rd

2007	WALKER GARY	Haines Directory	West Santa Clara
2005	WALKER GARY	Haines Directory	West Santa Clara
2000-01	RODDEN JAMES	Haines Directory	West Santa Clara

149 Redding Rd

2007	NO CURRENT LISTING	Haines Directory	West Santa Clara
2005	NO CURRENT LISTING	Haines Directory	West Santa Clara
2000-01	LALLAS N	Haines Directory	West Santa Clara

City Directory Target Property Address

Redding Rd, Campbell, CA 95008

1995-96	LALLAS N	Haines Directory	San Jose
1990-91	LALLAS N	Haines Directory	San Jose
<u>150 Redding Rd</u>			
2015	LUU KIM	InfoUSA	South West
2007	BIRD STEVE	Haines Directory	West Santa Clara
2005	BIRD STEVE	Haines Directory	West Santa Clara
2000-01	ARTERBURNCS	Haines Directory	West Santa Clara
2000-01	BIRD STEVE	Haines Directory	West Santa Clara
<u>151 Redding Rd</u>			
2015	NOTT THERESA	InfoUSA	South West
2011	NOTT THERESA	InfoUSA	Pacific
2007	NOTT STEVEN	Haines Directory	West Santa Clara
2005	NOTT STEVEN	Haines Directory	West Santa Clara
2000-01	NOTT STEVEN	Haines Directory	West Santa Clara
2000-01	NOTT THERESA	Haines Directory	West Santa Clara
<u>152 Redding Rd</u>			
2007	CANDELARIA MICHAEL	Haines Directory	West Santa Clara
2005	TENES RUDOLPH	Haines Directory	West Santa Clara
2000-01	MONGIELLO JAMES	Haines Directory	West Santa Clara
<u>153 Redding Rd</u>			
2015	MONDAY NYLE	InfoUSA	South West
2007	MONDAY N C	Haines Directory	West Santa Clara
2007	MONDAY NYLE	Haines Directory	West Santa Clara
2005	MONDAY N C	Haines Directory	West Santa Clara
2005	MONDAY NYLE	Haines Directory	West Santa Clara
2000-01	GUDMUNDSON JOAN	Haines Directory	West Santa Clara
<u>154 Redding Rd</u>			
2007	COLGAN CATHRINE	Haines Directory	West Santa Clara
2005	COLGAN C	Haines Directory	West Santa Clara
2000-01	COLGAN CATHRINE	Haines Directory	West Santa Clara
<u>155 Redding Rd</u>			
2015	DARR PAMELA	InfoUSA	South West

City Directory Target Property Address

Redding Rd, Campbell, CA 95008

2007	DARR PAMELA	Haines Directory	West Santa Clara
2005	DARR PAMELA	Haines Directory	West Santa Clara
2000-01	DEMUTH DANIEL	Haines Directory	West Santa Clara
1995-96	NO CURRENT LISTING	Haines Directory	San Jose
1990-91	NO CURRENT LISTING	Haines Directory	San Jose

157 Redding Rd

2011	PROSPERITY HOMES	InfoUSA	Pacific
2007	VOLFER VILEN	Haines Directory	West Santa Clara
2005	VOLFER VILEN	Haines Directory	West Santa Clara
2000-01	MILLER NATHAN D	Haines Directory	West Santa Clara
1995-96	MILLER NATHAN D	Haines Directory	San Jose

159 Redding Rd

2015	ANDERSON DOUGLAS	InfoUSA	South West
2007	COMPISI JOHN	Haines Directory	West Santa Clara
2005	COMPISI JOHN	Haines Directory	West Santa Clara
2000-01	DRUMM ELIZABETH	Haines Directory	West Santa Clara
2000-01	TAYLOR KENNETH V	Haines Directory	West Santa Clara

161 Redding Rd

2011	YU WEI	InfoUSA	Pacific
2007	AVILA JOSHUA	Haines Directory	West Santa Clara
2005	AVILA JOSHUA	Haines Directory	West Santa Clara
2000-01	BELLI MANANNA	Haines Directory	West Santa Clara
1995-96	NO CURRENT LISTING	Haines Directory	San Jose
1990-91	SMITH JOYCE	Haines Directory	San Jose
1990-91	SMITH MARK	Haines Directory	San Jose

163 Redding Rd

2015	BOHRER SUSAN	InfoUSA	South West
2007	NO CURRENT LISTING	Haines Directory	West Santa Clara
2005	LEUNG ELAINE	Haines Directory	West Santa Clara
2000-01	RUEFF ALEX	Haines Directory	West Santa Clara

165 Redding Rd

2015	CHOYRNY MARK	InfoUSA	South West
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City Directory Target Property Address

Redding Rd, Campbell, CA 95008

2011	CHYORNY MARK	InfoUSA	Pacific
2007	CHYORNY MARK	Haines Directory	West Santa Clara
2005	CHYORNY MARK	Haines Directory	West Santa Clara
2000-01	CHYOMY ALEXANDER	Haines Directory	West Santa Clara
2000-01	CHYORNY MARK	Haines Directory	West Santa Clara
1995-96	SIMPSON WILLIAM	Haines Directory	San Jose

166 Redding Rd

2015	ROGERS ALVIS	InfoUSA	South West
2015	SALUDARES ROGERS M LOU	InfoUSA	South West
2007	ROGERS ALVIS	Haines Directory	West Santa Clara
2005	ROGERS ALVIS	Haines Directory	West Santa Clara
2000-01	ROGERS ALVIS	Haines Directory	West Santa Clara
1995-96	ROGERS ALVIS	Haines Directory	San Jose
1990-91	ROGERS M LOE	Haines Directory	San Jose
1985	NO CURRENT LISTING	Haines Directory	San Jose
1980	ROGERS ALVIS RAY	Haines Directory	San Jose
1975	WHITTY PHILIP	Haines Directory	San Jose
1971	CAMPBELL ROOFING CO	Haines Directory	San Jose
1971	WHUTTY PHILIP	Haines Directory	San Jose

167 Redding Rd

2015	FARESTVETT KENNETH	InfoUSA	South West
2011	FARESTVETT NANCY	InfoUSA	Pacific
2007	FARESTVEIT KENNETH	Haines Directory	West Santa Clara
2005	FARESTVEIT KENNETH	Haines Directory	West Santa Clara
2000-01	FARESTVEI KENNETH	Haines Directory	West Santa Clara

169 Redding Rd

2015	WILSON JOHN	InfoUSA	South West
2011	ALBERTSEN JOANNE	InfoUSA	Pacific
2007	ALBERTSEN JOANNE	Haines Directory	West Santa Clara
2005	ALBERTSEN JOANNE	Haines Directory	West Santa Clara
2000-01	KEVORKIAN E	Haines Directory	West Santa Clara
1990-91	PATERICK RANDALL	Haines Directory	San Jose

City Directory Target Property Address

Redding Rd, Campbell, CA 95008

171 Redding Rd

2015	DRONE JANET	InfoUSA	South West
2007	DRONE JANET	Haines Directory	West Santa Clara
2005	DRONE JANET	Haines Directory	West Santa Clara
2000-01	HOFHEIMER GEORGE	Haines Directory	West Santa Clara
1995-96	NO CURRENT LISTING	Haines Directory	San Jose
1990-91	NO CURRENT LISTING	Haines Directory	San Jose

173 Redding Rd

2015	SMITH EDWARD	InfoUSA	South West
2011	SMITH EDWARD & URSULA	InfoUSA	Pacific
2007	SMITH EDWARD	Haines Directory	West Santa Clara
2005	SMITH EDWARD	Haines Directory	West Santa Clara
2000-01	SMITH EDWARD	Haines Directory	West Santa Clara
2000-01	SMITH URSULA	Haines Directory	West Santa Clara
1995-96	SMITH EDWARD	Haines Directory	San Jose
1995-96	SMITH URSULA	Haines Directory	San Jose
1990-91	SMITH EDWARD	Haines Directory	San Jose
1990-91	SMITH URSULA	Haines Directory	San Jose

175 Redding Rd

2015	DECKER MARLENE	InfoUSA	South West
2011	DECKER MARLENE	InfoUSA	Pacific
2007	DECKER MARLENE	Haines Directory	West Santa Clara
2005	DECKER MARLENE	Haines Directory	West Santa Clara
1995-96	NO CURRENT LISTING	Haines Directory	San Jose
1990-91	NO CURRENT LISTING	Haines Directory	San Jose
1985	SPRENG WALTER W	Haines Directory	San Jose
1980	SPRENG WALTER W	Haines Directory	San Jose
1975	SPRENG WALTER W	Haines Directory	San Jose
1971	SPRENG WALTER W	Haines Directory	San Jose

177 Redding Rd

2015	BHATTACHARJYA ANOOP	InfoUSA	South West
2011	BHATTACHARJYA ANOOP	InfoUSA	Pacific
2007	BHATTACHARJY ANOOP	Haines Directory	West Santa Clara

City Directory Target Property Address

Redding Rd, Campbell, CA 95008

2005	BHATTACHARJYA ANOOP	Haines Directory	West Santa Clara
2000-01	SERRALLES STERN	Haines Directory	West Santa Clara
<u>179 Redding Rd</u>			
2015	PRATER RUDY	InfoUSA	South West
2011	PRATER RUDY L	InfoUSA	Pacific
2007	PRATER RUDY L	Haines Directory	West Santa Clara
2005	PRATER RUDY L	Haines Directory	West Santa Clara
2000-01	PRATER RUDY L	Haines Directory	West Santa Clara
1995-96	NO CURRENT LISTING	Haines Directory	San Jose
1990-91	NO CURRENT LISTING	Haines Directory	San Jose
<u>181 Redding Rd</u>			
2015	CHUN CECILY	InfoUSA	South West
2007	CHUN CECILY	Haines Directory	West Santa Clara
2005	CHUN CECILY	Haines Directory	West Santa Clara
2000-01	SHUN CECILY	Haines Directory	West Santa Clara
<u>183 Redding Rd</u>			
2011	HARRIS D	InfoUSA	Pacific
2007	HARRIS D	Haines Directory	West Santa Clara
2000-01	MURRAY HARRIS	Haines Directory	West Santa Clara
<u>185 Redding Rd</u>			
2015	MATSUMOTO SANDRA	InfoUSA	South West
2007	MATSUMOTO NOBUKO	Haines Directory	West Santa Clara
2005	MATSUMOTO NOBUKO	Haines Directory	West Santa Clara
2000-01	MATSUMOTO SANDRA	Haines Directory	West Santa Clara
<u>187 Redding Rd</u>			
2015	TURK JUSTIN	InfoUSA	South West
2007	MUI MILTON	Haines Directory	West Santa Clara
2005	ARMSTRONG CHRISTIE	Haines Directory	West Santa Clara
2000-01	ARMSTRONG KAREN	Haines Directory	West Santa Clara
<u>189 Redding Rd</u>			
2007	BLOOMBERG CHRISTIE	Haines Directory	West Santa Clara
2007	HIGGINSON O	Haines Directory	West Santa Clara

City Directory Target Property Address

Redding Rd, Campbell, CA 95008

2005	CHRONISTER CHRISTIE	Haines Directory	West Santa Clara
2000-01	CHRONISTER C	Haines Directory	West Santa Clara
1995-96	KARR ROBERT	Haines Directory	San Jose
1990-91	KARR ROBERT	Haines Directory	San Jose
<u>190 Redding Rd</u>			
2015	BELMARES MICHAEL	InfoUSA	South West
2007	JIE JIJING	Haines Directory	West Santa Clara
2007	PRABHUSHANKA ASITA	Haines Directory	West Santa Clara
2005	PRABHUSHANKAR ASITA	Haines Directory	West Santa Clara
<u>191 Redding Rd</u>			
2007	RICHARD CAREY	Haines Directory	West Santa Clara
2005	HOLT C	Haines Directory	West Santa Clara
2000-01	HOLT C	Haines Directory	West Santa Clara
1995-96	HOLT C	Haines Directory	San Jose
<u>192 Redding Rd</u>			
2015	ENACHE GABRIEL	InfoUSA	South West
2007	ENACHE GABRIL C	Haines Directory	West Santa Clara
2005	SCHNEIDER KIMBERLY	Haines Directory	West Santa Clara
<u>194 Redding Rd</u>			
2015	BRIGADIER BETHANY	InfoUSA	South West
2015	THOMPSON PAUL	InfoUSA	South West
2007	BRIGADIER MARJORIE	Haines Directory	West Santa Clara
2005	SCHWARTZ JEFFREY	Haines Directory	West Santa Clara
1995-96	MUELLER FLORENCE	Haines Directory	San Jose
<u>196 Redding Rd</u>			
2011	CAMUSEVA MAJA	InfoUSA	Pacific
2007	BUCA VANCO	Haines Directory	West Santa Clara
2007	BURZEVSKI VANCO	Haines Directory	West Santa Clara
2005	BURZEVSKI VANCO	Haines Directory	West Santa Clara
2005	CAMUSEVA MAJA	Haines Directory	West Santa Clara
2005	X [HOFFMAN LN INTS]	Haines Directory	West Santa Clara

City Directory Target Property Address

Redding Rd, Campbell, CA 95008

198 Redding Rd

2015	JIE JIJING	InfoUSA	South West
2011	JIE JIJING	InfoUSA	Pacific
2007	JUSTO JOAO	Haines Directory	West Santa Clara
2007	X [HOFFMAN LN INTS]	Haines Directory	West Santa Clara
2005	HAYES MICHELLE	Haines Directory	West Santa Clara
2005	JUSTO JOAO	Haines Directory	West Santa Clara

205 Redding Rd

2011	CARTER VALERIE	InfoUSA	Pacific
2007	NADERZAD KRYOUMARS	Haines Directory	West Santa Clara
2000-01	RIGGS EUGENE	Haines Directory	West Santa Clara
1995-96	RIGGS FERNE	Haines Directory	San Jose
1990-91	NO CURRENT LISTING	Haines Directory	San Jose
1985	NO CURRENT LISTING	Haines Directory	San Jose
1980	NO CURRENT LISTING	Haines Directory	San Jose
1975	RIGGS EUGENE L	Haines Directory	San Jose
1971	RIGGS EUGENE L	Haines Directory	San Jose

206 Redding Rd

2015	PINE LARRY	InfoUSA	South West
2005	PINE LARRY W	Haines Directory	West Santa Clara
2005	X [REDDING PARK PL INTS]	Haines Directory	West Santa Clara
2005	Y [PARSONS AVE INTS]	Haines Directory	West Santa Clara

90 Redding Rd

1980	AKC KENNELS	Haines Directory	San Jose
1980	RECYCLED PET PRDCTS	Haines Directory	San Jose
1975	SILVER LORE KENNELS	Haines Directory	San Jose
1975	VANGALDER SAM	Haines Directory	San Jose
1971	KENNELLY M M	Haines Directory	San Jose
1971	MCCLUNG M M	Haines Directory	San Jose
1971	SILVER LORE KENNELS	Haines Directory	San Jose
1971	WADE ROBT A	Haines Directory	San Jose

City Directory Target Property Address

Redding Rd, Campbell, CA 95008

98 Redding Rd

1985 CHUNG G

Haines Directory

San Jose

Comment: No coverage available for Campbell prior to 1971.

City Directory Target Property Address

Target Property:

*Shelley Ave,
Campbell, CA 95008*

Prepared For:

IRC Environmental Consulting LLC

Order #: 60798

3320

Date: 12/18/2015

City Directory Target Property Address

Shelley Ave, Campbell, CA 95008

101 Shelley Ave

2007	MANN BRHOAM	Haines Directory	West Santa Clara
2007	MANN JOSSIE DIAZ	Haines Directory	West Santa Clara
2005	MANN BHROAM	Haines Directory	West Santa Clara
2005	MANN JOSSIE DIAZ	Haines Directory	West Santa Clara
2000-01	KOVAC J	Haines Directory	West Santa Clara

103 Shelley Ave

2007	ALLEN DOROTHY	Haines Directory	West Santa Clara
2005	ALLEN DOROTHY	Haines Directory	West Santa Clara
2000-01	DUNN DARRYL	Haines Directory	West Santa Clara
1995-96	QUICK KAREN	Haines Directory	San Jose
1995-96	QUICK STEPHEN	Haines Directory	San Jose

105 Shelley Ave

2007	VASEK JEFFREY	Haines Directory	West Santa Clara
2005	VASEK JEFFREY	Haines Directory	West Santa Clara
2000-01	VASEK JEFFREY	Haines Directory	West Santa Clara
1995-96	CROALL JEFF	Haines Directory	San Jose
1990-91	SNYDER E	Haines Directory	San Jose

107 Shelley Ave

1980	NO CURRENT LISTING	Haines Directory	San Jose
1975	NO CURRENT LISTING	Haines Directory	San Jose
1971	KOYERS DAVID L	Haines Directory	San Jose

111 Shelley Ave

2007	MULTI TENANT RESIDENTIAL	Haines Directory	West Santa Clara
2005	MULTI TENANT RESIDENTIAL	Haines Directory	West Santa Clara
2000-01	FOSTER HOLLY A	Haines Directory	West Santa Clara
2000-01	GEISSMAN A	Haines Directory	West Santa Clara
2000-01	KARIM AMEER	Haines Directory	West Santa Clara
1995-96	GEISSMAN A	Haines Directory	San Jose
1995-96	HURTADO NORRY	Haines Directory	San Jose
1995-96	MILLER PATRICK	Haines Directory	San Jose
1995-96	TAKENAKA JEFF	Haines Directory	San Jose

City Directory Target Property Address

Shelley Ave, Campbell, CA 95008

1990-91	ALLEN BOB	Haines Directory	San Jose
1990-91	ALLEN JOHN	Haines Directory	San Jose
1990-91	GEISSMAN A	Haines Directory	San Jose
1990-91	RODRIGUEZ JIM	Haines Directory	San Jose
1985	GORDON BRYAN S	Haines Directory	San Jose
1985	THRALL BILL	Haines Directory	San Jose
1985	WOODS THOS C	Haines Directory	San Jose

112 Shelley Ave

2007	LABOY DOMINGO	Haines Directory	West Santa Clara
2005	LABOY DOMINGO	Haines Directory	West Santa Clara
2000-01	LABOY DOMINGO	Haines Directory	West Santa Clara
1995-96	LABOY DOMINGO	Haines Directory	San Jose
1990-91	WEST LEONARDO A	Haines Directory	San Jose
1985	PIERCE FRANKLIN	Haines Directory	San Jose
1980	NO CURRENT LISTING	Haines Directory	San Jose
1975	BONACICH FRANK J	Haines Directory	San Jose
1971	BONACICH FRANK J	Haines Directory	San Jose

114 Shelley Ave

1980	NO CURRENT LISTING	Haines Directory	San Jose
1975	NO CURRENT LISTING	Haines Directory	San Jose

115 Shelley Ave

2007	ABU ALAMMASH	Haines Directory	West Santa Clara
2007	ADKINS DONNA	Haines Directory	West Santa Clara
2007	LAFOSSE RODOLFO	Haines Directory	West Santa Clara
2007	PALMIERI MARYANN	Haines Directory	West Santa Clara
2005	ABU ALAMMASH	Haines Directory	West Santa Clara
2005	ADKINS DONNA	Haines Directory	West Santa Clara
2005	LAFOSSE RODOLFO	Haines Directory	West Santa Clara
2005	PALMIERI MARYANN	Haines Directory	West Santa Clara
2000-01	NO CURRENT LISTING	Haines Directory	West Santa Clara
1995-96	NO CURRENT LISTING	Haines Directory	San Jose
1990-91	AMMASH GEO	Haines Directory	San Jose
1990-91	BARKAS CAROLYN	Haines Directory	San Jose

City Directory Target Property Address

Shelley Ave, Campbell, CA 95008

1990-91	BARKAS SOTIRIOS	Haines Directory	San Jose
1985	RAMACHER ALLAN	Haines Directory	San Jose
1980	NO CURRENT LISTING	Haines Directory	San Jose
1975	COURTADE M L	Haines Directory	San Jose
1975	THOMPSON ROGER G	Haines Directory	San Jose
1971	DEVITA MICHAEL	Haines Directory	San Jose

117 Shelley Ave

2007	KAMKAR FARANAK	Haines Directory	West Santa Clara
2007	WILKINSON LAURIE	Haines Directory	West Santa Clara
2005	EVANGELISTA CRISPIN	Haines Directory	West Santa Clara
2005	MEAGHER MARGARET	Haines Directory	West Santa Clara
2000-01	MEAGHER MARGARET	Haines Directory	West Santa Clara
1995-96	MEAGHER LARRY	Haines Directory	San Jose

122 Shelley Ave

2007	BUXTON SEAN	Haines Directory	West Santa Clara
2005	BASTIDA T	Haines Directory	West Santa Clara
2000-01	DADA KASEM	Haines Directory	West Santa Clara
2000-01	ELLIOTT BRIDGET	Haines Directory	West Santa Clara
1995-96	NO CURRENT LISTING	Haines Directory	San Jose

130 Shelley Ave

2007	RASMUSSEN JOHN	Haines Directory	West Santa Clara
2005	RICHARDS MAUREEN	Haines Directory	West Santa Clara
2000-01	RICHARDS MAUREEN	Haines Directory	West Santa Clara

131 Shelley Ave

2007	BURGER KAY	Haines Directory	West Santa Clara
2007	TENISI TAILONI	Haines Directory	West Santa Clara
2005	VANHORNE MATTHEW	Haines Directory	West Santa Clara
2000-01	SIU CAROLINA	Haines Directory	West Santa Clara
1995-96	NO CURRENT LISTING	Haines Directory	San Jose
1990-91	ARBAGEY JEAN	Haines Directory	San Jose
1990-91	RITTER KIRK	Haines Directory	San Jose
1985	CRULL B J	Haines Directory	San Jose
1985	KELLY BEVERLY J	Haines Directory	San Jose

City Directory Target Property Address

Shelley Ave, Campbell, CA 95008

1980	DEUTSCH STEPHEN	Haines Directory	San Jose
1980	MORRIS THOMAS	Haines Directory	San Jose
1980	STARK S A	Haines Directory	San Jose
1975	APARTMENTS	Haines Directory	San Jose
1971	NO CURRENT LISTING	Haines Directory	San Jose

132 Shelley Ave

2007	FARAHMAND BEHZAD	Haines Directory	West Santa Clara
2005	FARAHMAND BEHZAD	Haines Directory	West Santa Clara
2000-01	BASTOVAN ANN	Haines Directory	West Santa Clara

134 Shelley Ave

2007	FOOS MELINDA	Haines Directory	West Santa Clara
2005	FOOS MELINDA	Haines Directory	West Santa Clara
2000-01	FOOS MELINDA	Haines Directory	West Santa Clara

136 Shelley Ave

2007	PROM C	Haines Directory	West Santa Clara
2005	PROM C	Haines Directory	West Santa Clara
2000-01	PROM C	Haines Directory	West Santa Clara
1995-96	CUESTA JUDITH A	Haines Directory	San Jose

138 Shelley Ave

2007	GONZALEZ-CIR JOSE	Haines Directory	West Santa Clara
2005	GONZALEZ-CIRIA JOSE	Haines Directory	West Santa Clara
2000-01	NO CURRENT LISTING	Haines Directory	West Santa Clara

140 Shelley Ave

2011	BISHOP BONNIE	InfoUSA	Pacific
2007	BISHOP B	Haines Directory	West Santa Clara
2007	MORGAN DAVID	Haines Directory	West Santa Clara
2005	BISHOP B	Haines Directory	West Santa Clara
2005	MORGAN CONSTANCE	Haines Directory	West Santa Clara
2000-01	CURREY CONSTANCE	Haines Directory	West Santa Clara
2000-01	MORGAN DAVID A	Haines Directory	West Santa Clara

150 Shelley Ave

2015	CALHOUN JOHN	InfoUSA	South West
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City Directory Target Property Address

Shelley Ave, Campbell, CA 95008

2015	WOLFE DOUGLAS	InfoUSA	South West
2007	POVEY RICHARD	Haines Directory	West Santa Clara
2005	POVEY RICHARD	Haines Directory	West Santa Clara
2000-01	POVEY RICHARD	Haines Directory	West Santa Clara
1995-96	KEATS JAS	Haines Directory	San Jose
1990-91	KEATS JAS	Haines Directory	San Jose
1985	KEATS JAS	Haines Directory	San Jose
1980	KEATS JAMES	Haines Directory	San Jose
1975	FORTUNES WEST	Haines Directory	San Jose
1971	DOERR ARND F	Haines Directory	San Jose

153 Shelley Ave

2007	WILSON KURT	Haines Directory	West Santa Clara
2005	WILSON KURT	Haines Directory	West Santa Clara
2000-01	WILSON KURT	Haines Directory	West Santa Clara
1995-96	NO CURRENT LISTING	Haines Directory	San Jose
1990-91	NO CURRENT LISTING	Haines Directory	San Jose
1985	NO CURRENT LISTING	Haines Directory	San Jose
1980	EVERETT S	Haines Directory	San Jose
1980	FEIGON SUE	Haines Directory	San Jose
1975	NO CURRENT LISTING	Haines Directory	San Jose
1971	WILCOX RAY	Haines Directory	San Jose

155 Shelley Ave

2015	LEKHTSIKAU SIARHEI	InfoUSA	South West
2011	LEKHTSIKAU SIARHEI	InfoUSA	Pacific
2007	LEKHTSIKAU SIARHEI	Haines Directory	West Santa Clara
2005	INSINGER CHRIS	Haines Directory	West Santa Clara
2000-01	BEESON GARY	Haines Directory	West Santa Clara

157 Shelley Ave

2015	ERION HANOCH	InfoUSA	South West
2007	PATEL SANGITA	Haines Directory	West Santa Clara
2005	PATEL SANGITA	Haines Directory	West Santa Clara
2000-01	PATEL SANGITA	Haines Directory	West Santa Clara

City Directory Target Property Address

Shelley Ave, Campbell, CA 95008

159 Shelley Ave

2015	MAZANOV EMIN	InfoUSA	South West
2007	SALDANA JASON	Haines Directory	West Santa Clara
2005	NAJOUR SUSAN	Haines Directory	West Santa Clara
2000-01	SAJOUR SUSAN	Haines Directory	West Santa Clara

161 Shelley Ave

2015	TALATI VINOD	InfoUSA	South West
2007	KOKE ANTHONY	Haines Directory	West Santa Clara
2005	WILSON ETHAN	Haines Directory	West Santa Clara
2000-01	ZSUTTY JOSEPH	Haines Directory	West Santa Clara
1995-96	NO CURRENT LISTING	Haines Directory	San Jose
1990-91	PALMER JON	Haines Directory	San Jose
1990-91	PALMER SUE	Haines Directory	San Jose

163 Shelley Ave

2015	NAGARAJAN SANDHYA	InfoUSA	South West
2007	NAGARAJAN SANDHYA	Haines Directory	West Santa Clara
2005	SUBRAMANIAM SNRAM	Haines Directory	West Santa Clara
2000-01	SCHMIDT KAREN	Haines Directory	West Santa Clara

165 Shelley Ave

2015	CHENG MAY	InfoUSA	South West
2007	SILVER SUSAN	Haines Directory	West Santa Clara
2005	SILVER SUSAN	Haines Directory	West Santa Clara
2000-01	SENJAMIN DAVID	Haines Directory	West Santa Clara

166 Shelley Ave

2015	DEHART GEORGE	InfoUSA	South West
2015	KAMIMOTO DAVID	InfoUSA	South West
2007	DEHART BILL	Haines Directory	West Santa Clara
2005	DEHART BILL	Haines Directory	West Santa Clara
2000-01	DEHART BILL	Haines Directory	West Santa Clara
2000-01	KAMIMOTO DAVID	Haines Directory	West Santa Clara
1980	NO CURRENT LISTING	Haines Directory	San Jose
1975	BAKER D	Haines Directory	San Jose

City Directory Target Property Address

Shelley Ave, Campbell, CA 95008

1975	OCONNELL M	Haines Directory	San Jose
1975	OCONNELL TIM	Haines Directory	San Jose
1971	MANTOAN MIKE	Haines Directory	San Jose

168 Shelley Ave

2007	JAYANTHI MURTHY	Haines Directory	West Santa Clara
2005	JAYANTHI MURTHY	Haines Directory	West Santa Clara
2000-01	GILLMORE J	Haines Directory	West Santa Clara
1995-96	NO CURRENT LISTING	Haines Directory	San Jose
1990-91	VANDIHN M	Haines Directory	San Jose

170 Shelley Ave

2015	CHANG LUKE	InfoUSA	South West
2011	CHANG L	InfoUSA	Pacific
2007	CHANG L	Haines Directory	West Santa Clara
2005	CHANG L	Haines Directory	West Santa Clara
2000-01	CHANG LEE	Haines Directory	West Santa Clara
2000-01	STALLA FRANK	Haines Directory	West Santa Clara
2000-01	STELLA ALBERT T	Haines Directory	West Santa Clara
2000-01	STELLA CAROL	Haines Directory	West Santa Clara
1995-96	NO CURRENT LISTING	Haines Directory	San Jose
1990-91	WICK PETER J	Haines Directory	San Jose
1985	WICK PETER J	Haines Directory	San Jose

171 Shelley Ave

2015	JOHNSTON ERIC	InfoUSA	South West
2011	VENT DESIGN ASSOC	InfoUSA	Pacific
2007	PEART STEPHEN	Haines Directory	West Santa Clara
2007	VENT DESIGN ASCTS	Haines Directory	West Santa Clara
2005	PEART STEPHEN	Haines Directory	West Santa Clara
2005	VENT DESIGN ASCTS	Haines Directory	West Santa Clara
2000-01	PEART STEPHEN	Haines Directory	West Santa Clara
1990-91	ELICK JAMES	Haines Directory	San Jose
1990-91	ELICK MARY	Haines Directory	San Jose

172 Shelley Ave

2015	LY PEGGY	InfoUSA	South West
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City Directory Target Property Address

Shelley Ave, Campbell, CA 95008

2011	ETC PAPER & GIFTS	InfoUSA	Pacific
2007	RUSCIGNO MILDRED	Haines Directory	West Santa Clara
2005	RUSCIGNO MILDRED	Haines Directory	West Santa Clara
2000-01	RUSCIGNO MILDRED	Haines Directory	West Santa Clara
1995-96	ALPHA TECH	Haines Directory	San Jose
1995-96	KIMSEY CAROL	Haines Directory	San Jose
1995-96	WALROD RONALD	Haines Directory	San Jose
1990-91	KIMSEY CAROL	Haines Directory	San Jose
1990-91	WALROD RONALD	Haines Directory	San Jose

173 Shelley Ave

2007	WRIGHT MELANIE	Haines Directory	West Santa Clara
2005	WRIGHT MELANIE	Haines Directory	West Santa Clara
2000-01	WRIGHT MELANIE	Haines Directory	West Santa Clara

174 Shelley Ave

2015	ADEEB MAHIN	InfoUSA	South West
2007	SPANU GIUSEPPE	Haines Directory	West Santa Clara
2005	VANDEVORT DONNA L	Haines Directory	West Santa Clara
2005	WELCH JOHN	Haines Directory	West Santa Clara
2000-01	RUSCIGNO GUY	Haines Directory	West Santa Clara
2000-01	VANDEVORT DONNA L	Haines Directory	West Santa Clara
1995-96	RUSCIGNO JOS	Haines Directory	San Jose
1990-91	RUSCIGNO JOS	Haines Directory	San Jose
1985	RUSCIGNO JOS	Haines Directory	San Jose

175 Shelley Ave

2015	ENTOUS JONATHAN	InfoUSA	South West
2007	GOOYA HAMID	Haines Directory	West Santa Clara
2005	GOOYA HAMID	Haines Directory	West Santa Clara
1995-96	NO CURRENT LISTING	Haines Directory	San Jose
1990-91	NO CURRENT LISTING	Haines Directory	San Jose
1985	MEDEIROS MATTHEW	Haines Directory	San Jose
1980	CHADWICK D K	Haines Directory	San Jose
1980	THALER BRANDON	Haines Directory	San Jose
1980	VILLA ROBT	Haines Directory	San Jose

City Directory Target Property Address

Shelley Ave, Campbell, CA 95008

1975	FINK S M	Haines Directory	San Jose
1975	SENIOR ERICK	Haines Directory	San Jose
1975	WARE R PAUL	Haines Directory	San Jose
1971	FINK R L	Haines Directory	San Jose

176 Shelley Ave

2015	PICKUP MICHAEL	InfoUSA	South West
2007	PICKUP MICHAEL	Haines Directory	West Santa Clara
2005	PICKUP MICHAEL	Haines Directory	West Santa Clara
2000-01	PICKUP MICHAEL	Haines Directory	West Santa Clara
1995-96	NO CURRENT LISTING	Haines Directory	San Jose
1990-91	NO CURRENT LISTING	Haines Directory	San Jose
1985	CATALANO M	Haines Directory	San Jose

177 Shelley Ave

2015	LA CROIX WILLIAM	InfoUSA	South West
2011	LA CROIX WILLIAM A	InfoUSA	Pacific
2007	LACROIX WILLIAM A	Haines Directory	West Santa Clara
2005	PACROIX WILLIAM	Haines Directory	West Santa Clara
2000-01	LACROIX WILLIAM A	Haines Directory	West Santa Clara

178 Shelley Ave

2015	ZALIZMYAK INNA	InfoUSA	South West
2011	ROSENBAUM ALEX	InfoUSA	Pacific
2007	ROSENBAUM ALEX	Haines Directory	West Santa Clara
2007	ROZENBAUM ALEXANDRE	Haines Directory	West Santa Clara
2005	ROSENBAUM ALEX	Haines Directory	West Santa Clara
2000-01	ROSENBAUM ALEX	Haines Directory	West Santa Clara
1995-96	ARMSTRONG RICHARD B	Haines Directory	San Jose
1990-91	ARMSTRONG RICHARD B	Haines Directory	San Jose

180 Shelley Ave

2015	KERI MIHALJ	InfoUSA	South West
2007	KERI MIHAJI	Haines Directory	West Santa Clara
2005	KERI MIHALJ	Haines Directory	West Santa Clara
2000-01	KERI MIHAJI	Haines Directory	West Santa Clara
1995-96	NO CURRENT LISTING	Haines Directory	San Jose

City Directory Target Property Address

Shelley Ave, Campbell, CA 95008

1990-91	NO CURRENT LISTING	Haines Directory	San Jose
1980	SCHULKE DERICK	Haines Directory	San Jose
1975	JANES LOUIS S	Haines Directory	San Jose
1971	JANES LOUIS S	Haines Directory	San Jose

181 Shelley Ave

2015	BAYCURA TOM	InfoUSA	South West
2011	TIMESCALE ENGINEERING	InfoUSA	Pacific
2007	BAYCURA TOM	Haines Directory	West Santa Clara
2005	BAYCURA TOM	Haines Directory	West Santa Clara
2000-01	BAYCURA TOM	Haines Directory	West Santa Clara
1995-96	OBRIEN BETTY	Haines Directory	San Jose
1990-91	OBRIEN BETTY	Haines Directory	San Jose
1985	OBRIEN BETTY	Haines Directory	San Jose

183 Shelley Ave

2015	KAISER ANNETTE	InfoUSA	South West
2007	KAISER ANNETTE	Haines Directory	West Santa Clara
2005	KAISER ANNETTE	Haines Directory	West Santa Clara
2000-01	KAISER ANNETTE	Haines Directory	West Santa Clara

185 Shelley Ave

2015	CHO IRINA	InfoUSA	South West
2007	AUWAERTER TERRI	Haines Directory	West Santa Clara
2005	AUWAERTER TERRI	Haines Directory	West Santa Clara
2000-01	ABBOTT JOEL	Haines Directory	West Santa Clara
1995-96	NO CURRENT LISTING	Haines Directory	San Jose
1990-91	CAMPBELL MALCOMB	Haines Directory	San Jose
1985	NO CURRENT LISTING	Haines Directory	San Jose
1980	OLYMPIAN KENNELS	Haines Directory	San Jose
1980	PRESTON RICHARD L	Haines Directory	San Jose
1975	OLYMPIAN KENNELS	Haines Directory	San Jose
1975	PRESTON RICHARD L	Haines Directory	San Jose
1971	OLYMPIAN KENNELS	Haines Directory	San Jose
1971	PRESTON RICHARD L	Haines Directory	San Jose

City Directory Target Property Address

Shelley Ave, Campbell, CA 95008

187 Shelley Ave

2015	NEVIN JEANNETTE	InfoUSA	South West
2007	NEVIN JEANNETTE	Haines Directory	West Santa Clara
2005	NEVIN JEANNETTE	Haines Directory	West Santa Clara
2000-01	AVARY DONALD	Haines Directory	West Santa Clara
1995-96	NO CURRENT LISTING	Haines Directory	San Jose
1990-91	NO CURRENT LISTING	Haines Directory	San Jose
1985	ALLEN JERRYL	Haines Directory	San Jose

188 Shelley Ave

2015	SILVERIA PATRICIA	InfoUSA	South West
2007	SILVERIA PATRICIA	Haines Directory	West Santa Clara
2005	SILVERIA PATRICIA	Haines Directory	West Santa Clara
2000-01	CARREON RICHARD	Haines Directory	West Santa Clara
2000-01	SILVERIA PATRICIA	Haines Directory	West Santa Clara
1995-96	SILVERIA P	Haines Directory	San Jose
1995-96	SILVERIA PATRICIA	Haines Directory	San Jose
1990-91	YOUNG DALE	Haines Directory	San Jose

189 Shelley Ave

2015	JIAN YONG-DIAN	InfoUSA	South West
2011	FUSSNER E	InfoUSA	Pacific
2007	FUSSNER E	Haines Directory	West Santa Clara
2005	FUSSNER E	Haines Directory	West Santa Clara
2000-01	FUSSNER E	Haines Directory	West Santa Clara
1995-96	FUSSNER E	Haines Directory	San Jose

190 Shelley Ave

2015	VADLAMUDI PARDHU	InfoUSA	South West
2011	VADLAMUDI PARDHU	InfoUSA	Pacific
2007	VADLAMUDI PARDHU	Haines Directory	West Santa Clara
2005	BAKER DAN	Haines Directory	West Santa Clara
2005	VADLAMUDI PARDHU	Haines Directory	West Santa Clara
2000-01	BAKER DAN	Haines Directory	West Santa Clara
2000-01	WIESE GREG	Haines Directory	West Santa Clara

City Directory Target Property Address

Shelley Ave, Campbell, CA 95008

191 Shelley Ave

2007	ASPLUND MARILYN	Haines Directory	West Santa Clara
2005	ASPLUND MARILYN	Haines Directory	West Santa Clara
2000-01	REED MARILYN	Haines Directory	West Santa Clara

192 Shelley Ave

2015	ASHTON CHRISTOPH	InfoUSA	South West
2007	ASHTON CHRISTOPHER	Haines Directory	West Santa Clara
2005	ASHTON CHRISTOPHER	Haines Directory	West Santa Clara
2000-01	ASHTON CHRISTOPHER	Haines Directory	West Santa Clara
1995-96	NO CURRENT LISTING	Haines Directory	San Jose
1990-91	NO CURRENT LISTING	Haines Directory	San Jose

193 Shelley Ave

2015	KATH KAREN	InfoUSA	South West
2007	KATH KAREN	Haines Directory	West Santa Clara
2005	KATH KAREN	Haines Directory	West Santa Clara
2000-01	KATH KAREN	Haines Directory	West Santa Clara

194 Shelley Ave

2015	LIANG JASON	InfoUSA	South West
2011	LIANG JASON	InfoUSA	Pacific
2007	LIANG JASON	Haines Directory	West Santa Clara
2005	SCHRECK JERRI	Haines Directory	West Santa Clara
2000-01	SCHRECK ROBERT	Haines Directory	West Santa Clara

195 Shelley Ave

2015	AMINOVA ALLA	InfoUSA	South West
2007	AMINOVA ALLA	Haines Directory	West Santa Clara
2005	AMINOVA ALTA	Haines Directory	West Santa Clara
2000-01	DIETRICH DOUGLAS	Haines Directory	West Santa Clara
2000-01	SUMMERS TIM	Haines Directory	West Santa Clara

196 Shelley Ave

2007	CLELAND ROBERT	Haines Directory	West Santa Clara
2005	CLELAND ROBERT	Haines Directory	West Santa Clara
2000-01	CLELAND ROBERT	Haines Directory	West Santa Clara

City Directory Target Property Address

Shelley Ave, Campbell, CA 95008

1980	KALLAND NORMAN	Haines Directory	San Jose
1975	KALLAND NORMAN	Haines Directory	San Jose
1971	KALLAND NORMAN	Haines Directory	San Jose
<u>197 Shelley Ave</u>			
2015	KUTLESSA ALEXIS	InfoUSA	South West
2007	BAILEY MELANIE	Haines Directory	West Santa Clara
2005	BAILEY MELANIE	Haines Directory	West Santa Clara
2000-01	BAILEY MELANIE	Haines Directory	West Santa Clara
1995-96	BAILEY MELANIE	Haines Directory	San Jose
1985	TANNER ROBERT G	Haines Directory	San Jose
<u>198 Shelley Ave</u>			
2015	SINANG JOSE	InfoUSA	South West
2007	GREEN WILBUR	Haines Directory	West Santa Clara
2005	GREEN WILBUR	Haines Directory	West Santa Clara
2000-01	PRASS WILLIAM	Haines Directory	West Santa Clara
1995-96	NO CURRENT LISTING	Haines Directory	San Jose
1990-91	YOUNG POLLY	Haines Directory	San Jose
1990-91	YOUNG TODD	Haines Directory	San Jose
<u>199 Shelley Ave</u>			
2015	JOHNSON MARK	InfoUSA	South West
2011	JOHNSON M	InfoUSA	Pacific
2007	JOHNSON M	Haines Directory	West Santa Clara
2005	JOHNSON M	Haines Directory	West Santa Clara
2000-01	WILLIAMS CONNIE	Haines Directory	West Santa Clara
<u>201 Shelley Ave</u>			
2011	WENZ DAVID W	InfoUSA	Pacific
2007	FEEZOR ROBERT	Haines Directory	West Santa Clara
2007	WENZ DAVID W	Haines Directory	West Santa Clara
2005	FREEZOR ROBERT	Haines Directory	West Santa Clara
2005	WENZ DAVID W	Haines Directory	West Santa Clara
2000-01	FREEZOR ROBERT	Haines Directory	West Santa Clara
2000-01	MASON THOMAS L	Haines Directory	West Santa Clara
1990-91	NO CURRENT LISTING	Haines Directory	San Jose

City Directory Target Property Address

Shelley Ave, Campbell, CA 95008

1985	FREEZOR J	Haines Directory	San Jose
1985	FREEZOR ROBT	Haines Directory	San Jose
<u>203 Shelley Ave</u>			
2015	GURBACH THERESA	InfoUSA	South West
1995-96	SHIKAMI RUSSELL	Haines Directory	San Jose
<u>205 Shelley Ave</u>			
1980	MURDOCK D C	Haines Directory	San Jose
1975	NO CURRENT LISTING	Haines Directory	San Jose
1971	NO CURRENT LISTING	Haines Directory	San Jose
<u>87 Shelley Ave</u>			
1985	GRODE JIM	Haines Directory	San Jose
1985	RICHARDS TRACY	Haines Directory	San Jose
<u>93 Shelley Ave</u>			
1980	PIATTI R A	Haines Directory	San Jose
1975	PIATTI R A	Haines Directory	San Jose
1971	PIATTI R A	Haines Directory	San Jose
<u>97 Shelley Ave</u>			
1995-96	NO CURRENT LISTING	Haines Directory	San Jose
1990-91	MIZE N L	Haines Directory	San Jose
<u>99 Shelley Ave</u>			
2007	KELLER DAVID	Haines Directory	West Santa Clara
2005	SUN YI	Haines Directory	West Santa Clara
2000-01	PIPKIN BYRON	Haines Directory	West Santa Clara

Comment: No coverage available for Campbell prior to 1971.

City Directory Standard Report

Target Property:

*Redding Rd,
Campbell, CA 95008*

Prepared For:

IRC Environmental Consulting LLC

Order #: 60798

3320

Date: 12/18/2015

City Directory Standard Report

Redding Rd, Campbell, CA 95008

InfoUSA

South West

2015

Redding Rd

150	LUU KIM
151	NOTT THERESA
153	MONDAY NYLE
155	DARR PAMELA
159	ANDERSON DOUGLAS
163	BOHRER SUSAN
165	CHOYRNY MARK
166	ROGERS ALVIS
166	SALUDARES ROGERS M LOU
167	FARESTVETT KENNETH
169	WILSON JOHN
171	DRONE JANET
173	SMITH EDWARD
175	DECKER MARLENE
177	BHATTACHARJYA ANOOP
179	PRATER RUDY
180	DIANA G
180	LIEBMAN TERI
181	CHUN CECILY
185	MATSUMOTO SANDRA
187	TURK JUSTIN
190	BELMARES MICHAEL
192	ENACHE GABRIEL
194	BRIGADIER BETHANY
194	THOMPSON PAUL
198	JIE JIJING
206	PINE LARRY

InfoUSA

Pacific

2011

Redding Rd

147	KHEYFETS VICTORIA
151	NOTT THERESA

888-396-0042

www.geo-search.com

City Directory Standard Report

Redding Rd, Campbell, CA 95008

157	PROSPERITY HOMES
161	YU WEI
165	CHYORNY MARK
167	FARESTVETT NANCY
169	ALBERTSEN JOANNE
173	SMITH EDWARD & URSULA
175	DECKER MARLENE
177	BHATTACHARJYA ANOOP
179	PRATER RUDY L
180	ADDRESS NOT LISTED
183	HARRIS D
196	CAMUSEVA MAJA
198	JIE JIJING
205	CARTER VALERIE

Haines Directory

West Santa Clara 2007

Redding Rd

100	DONOVAN KATHLEEN
101	APARTMENTS
102	REMMELL MARTHA
104	THIAGARAJAN BHASKAR
106	YEGANEGI FARIMA
108	ROBINSON DOUGLAS
110	NAKAMURA KELLY
112	PRABHAKAR ANUPAM
114	BURZYNSKI DENNY
116	AMANATULLAH MARY
118	GUREVICH WILLIAM
120	TELESKY JEANETTE
121	KEYES JOAN
121	TEJADA MAX
122	CRAIG DIANE
123	JOHNSON VIVIAN
123	NEYMAN PAVEL

City Directory Standard Report

Redding Rd, Campbell, CA 95008

124	PRIDMORE SUSAN
125	MCKOON PAUL
125	ROBERTSON PEGGY
126	TKACHENKO JULIA
127	PEPPER DONALD
127	WALKER DIANE
127	WEBBER ANDREA
129	HART SHARON
129	MASON DON
129	MCDONALD JOHN
131	BOYLE CHARLES
131	CORBETT SHIRLEY
131	NISSLY KENNETH
131	WILSON STEPHEN
132	UEDA TOSHIHIRO
133	BOLASNA ANTHONY
133	BUTLER JEANNE
133	DREGER DEBBIE
133	THORP S M
134	PETERSON KAREN
135	EUBANKS TORI
135	KEEFER DOUGLAS
135	LATASA LINDA
135	MAUS RENE
136	AUSTRIA ROBERT
136	GRIMES MARTIN
137	NOLAN DANIEL
137	SKINNER DEBRA
137	YOSHIOKA SUSAN
138	DEAN JIM
139	PEATTIE ME
140	BERMAN RICHARD
141	BEAUCHEMIN ROBERT J

City Directory Standard Report

Redding Rd, Campbell, CA 95008

142	LUCKAY LINDA
143	COLLINS COSUELA
144	SHANMUGAM P
145	JOHNSON LESLIE
146	DEBOSKEY DAVE
147	KHEYFETS VICTORIA
148	WALKER GARY
149	NO CURRENT LISTING
150	BIRD STEVE
151	NOTT STEVEN
152	CANDELARIA MICHAEL
153	MONDAY N C
153	MONDAY NYLE
154	COLGAN CATHRINE
155	DARR PAMELA
157	VOLFER VILEN
159	COMPISI JOHN
161	AVILA JOSHUA
163	NO CURRENT LISTING
165	CHYORNY MARK
166	ROGERS ALVIS
167	FARESTVEIT KENNETH
169	ALBERTSEN JOANNE
171	DRONE JANET
173	SMITH EDWARD
175	DECKER MARLENE
177	BHATTACHARJY ANOOP
179	PRATER RUDY L
180	LIEBMANN LEE
181	CHUN CECILY
183	HARRIS D
185	MATSUMOTO NOBUKO
187	MUI MILTON

City Directory Standard Report

Redding Rd, Campbell, CA 95008

189	BLOOMBERG CHRISTIE
189	HIGGINSON O
190	JIE JIJING
190	PRABHUSHANKA ASITA
191	RICHARD CAREY
192	ENACHE GABRIL C
194	BRIGADIER MARJORIE
196	BUCA VANCO
196	BURZEVSKI VANCO
198	JUSTO JOAO
198	X [HOFFMAN LN INTS]
205	NADERZAD KRYOUMARS

Haines Directory

West Santa Clara 2005

Redding Rd

100	DONOVAN KATHLEEN
101	APARTMENTS
102	REMMELL MARTHA
104	THIAGARAJAN BHASKAR
106	YEGANEHI FARIMA
108	ROBINSON DOUGLAS
110	NAKAMURA KELLY
112	PRABHAKAR
114	BURZYNSKI DENNY
116	AMANATULLAH MARY
118	GUREVICH WILLIAM
120	TELESKY JEANETTE
121	KEYES JOAN
122	KARAMIAN NARBIK
123	JOHNSON VIVAN
123	NEYMAN PAVEL
124	PRIDMORE SUSAN
125	FLYNN MARGARET
125	MCKOON PAUL

City Directory Standard Report

Redding Rd, Campbell, CA 95008

126	REVUTSKY LEV
127	PEPPER DONALD
127	WALKER DIANE
127	WEBBER ANDREA
129	HIDER SHARON
129	MASON DON
129	MCDONALD JOHN
131	BOYLE CHARLES
131	NISSLY KENNETH
131	WILSON STEPHEN
132	NOZAWA KUMIKO
133	BOLASNA ANTHONY
133	BUTLER JEANNE
133	DREGER DEBBIE
133	THORP S M
134	PETERSON KAREN
135	DRIVER DON
135	EUBANKS TORI
135	HENDRICKSON BARBARA
135	KEEFER DOUGLAS
135	LATASA LINDA
136	AUSTRIA ROBERT
136	GRIMES MARTIN
137	NOLAN DANIEL
137	SKINNER DEBRA
137	YOSHIOKA SUSAN
138	DEAN JIM
139	PEATTIE ME
140	BERMAN RICHARD
141	BEAUCHEMIN ROBERT J
142	LUCKAY LINDA
143	COLLINS CONSUELA
144	PAKKIRISAMY SHANMUGAM

City Directory Standard Report

Redding Rd, Campbell, CA 95008

144	SHANMUGAM P
145	JOHNSON LESLIE
146	DEBOSKEY DAVE
147	KHEYFETS VICTORIA
148	WALKER GARY
149	NO CURRENT LISTING
150	BIRD STEVE
151	NOTT STEVEN
152	TENES RUDOLPH
153	MONDAY N C
153	MONDAY NYLE
154	COLGAN C
155	DARR PAMELA
157	VOLFER VILEN
159	COMPISI JOHN
161	AVILA JOSHUA
163	LEUNG ELAINE
165	CHYORNY MARK
166	ROGERS ALVIS
167	FARESTVEIT KENNETH
169	ALBERTSEN JOANNE
171	DRONE JANET
173	SMITH EDWARD
175	DECKER MARLENE
177	BHATTACHARJYA ANOOP
179	PRATER RUDY L
180	LIEBMANN LEE
181	CHUN CECILY
185	MATSUMOTO NOBUKO
187	ARMSTRONG CHRISTIE
189	CHRONISTER CHRISTIE
190	PRABHUSHANKAR ASITA
191	HOLT C

City Directory Standard Report

Redding Rd, Campbell, CA 95008

192	SCHNEIDER KIMBERLY
194	SCHWARTZ JEFFREY
196	BURZEVSKI VANCO
196	CAMUSEVA MAJA
196	X [HOFFMAN LN INTS]
198	HAYES MICHELLE
198	JUSTO JOAO
206	PINE LARRY W
206	X [REDDING PARK PL INTS]
206	Y [PARSONS AVE INTS]

Haines Directory

West Santa Clara 2000-01

Redding Rd

100	DONOVAN KATHLEEN
100	PERRY L
100	PERRY V
101	APARTMENTS
102	REMMELL MARTHA
104	QUADROS LORRAINE
108	ROBINSON DOUGLAS
110	NAKAMURA KELLY
112	JOHNSTON TERRENCE
114	BURZYNSKI DENNY
116	AMANATULLAH M
118	GUREVICH WILLIAM
120	TELESKY JEANETTE
121	NO CURRENT LISTING
122	KARAMIAN NARBIK
123	BENBOW STEPHEN
123	FLETCHER ANNE
124	PRIDMORE SUSAN
125	SPATOLA MARY ANN
126	REVUTSKY LEV
129	NO CURRENT LISTING

City Directory Standard Report

Redding Rd, Campbell, CA 95008

131	WILSON STEPHEN
132	NOZAWA KUMIKO
133	BLODGETT JIM
133	GEOFFROY KELLY L
133	NOGA AMY S
133	THORP S M
134	SLONIM SUZANNE
135	OBERLE MICHELLE
136	AUSTRIA ROBERT
137	SKINNER DONALD
138	CALLAHAN ROBERT J
139	WAGNER KEITH
140	BERMAN RICHARD
141	BEAUCHEMIN ROBERT J
142	MCCANN JAMES
143	COLLINS CONSUELA
144	SHANMUGAM SANTHA
145	JOHNSON LESLIE
146	DEBOSKEY DAVID
147	PHILLIPS DONALD
148	RODDEN JAMES
149	LALLAS N
150	ARTERBURNCS
150	BIRD STEVE
151	NOTT STEVEN
151	NOTT THERESA
152	MONGIELLO JAMES
153	GUDMUNDSON JOAN
154	COLGAN CATHRINE
155	DEMUTH DANIEL
157	MILLER NATHAN D
159	DRUMM ELIZABETH
159	TAYLOR KENNETH V

City Directory Standard Report

Redding Rd, Campbell, CA 95008

161	BELLI MANANNA
163	RUEFF ALEX
165	CHYOMY ALEXANDER
165	CHYORNY MARK
166	ROGERS ALVIS
167	FARESTVEI KENNETH
169	KEVORKIAN E
171	HOFHEIMER GEORGE
173	SMITH EDWARD
173	SMITH URSULA
177	SERRALLES STERN
179	PRATER RUDY L
180	LIEBMANN LEE
181	SHUN CECILY
183	MURRAY HARRIS
185	MATSUMOTO SANDRA
187	ARMSTRONG KAREN
189	CHRONISTER C
191	HOLT C
205	RIGGS EUGENE

Haines Directory

San Jose

1995-96

Redding Rd

100	PERRY L
100	PERRY V
101	APARTMENTS
102	NO CURRENT LISTING
106	GREEN LARENE
106	GREEN MARK
112	JOHNSTON TERRENCE
118	GUREVICH WILLIAM
120	TELESKY JAN
120	TELESKY RAY
121	NO CURRENT LISTING

City Directory Standard Report

Redding Rd, Campbell, CA 95008

123	FLETCHER ANNE
123	SMITH MICHAEL J
125	NO CURRENT LISTING
129	NO CURRENT LISTING
131	WILSON STEPHEN
132	NO CURRENT LISTING
133	BLODGETT JIM
133	THORP S M
135	NO CURRENT LISTING
137	SKINNER DONALD
141	COLIP GEORGE
147	NO CURRENT LISTING
149	LALLAS N
155	NO CURRENT LISTING
157	MILLER NATHAN D
161	NO CURRENT LISTING
165	SIMPSON WILLIAM
166	ROGERS ALVIS
171	NO CURRENT LISTING
173	SMITH EDWARD
173	SMITH URSULA
175	NO CURRENT LISTING
179	NO CURRENT LISTING
180	NO CURRENT LISTING
189	KARR ROBERT
191	HOLT C
194	MUELLER FLORENCE
205	RIGGS FERNE

Haines Directory

San Jose

1990-91

Redding Rd

100	PERRY L
100	PERRY V
101	APARTMENTS

City Directory Standard Report

Redding Rd, Campbell, CA 95008

102	DITTERMEIER PAUL J
106	GREEN MARK
112	JOHNSTON TERRENCE
118	GUREVISH WILLIAMS
120	ANDERSON D
121	NO CURRENT LISTING
123	SMITH MICHAEL J
123	VEREGIN H E
125	KNEIS K
125	WERMUTH FRED
125	WERMUTH MARY
129	MCVEA LINDA L
131	WILSON STEPHEN
132	GARCIA FRED
133	BLODGETT JIM
133	PANEC COLLEEN
133	PANEC LEE
133	THORP S M
135	ANDERSON C
135	GUTIERREZ ARTHUR E
147	ALLODI BRIAN
149	LALLAS N
155	NO CURRENT LISTING
161	SMITH JOYCE
161	SMITH MARK
166	ROGERS M LOE
169	PATERICK RANDALL
171	NO CURRENT LISTING
173	SMITH EDWARD
173	SMITH URSULA
175	NO CURRENT LISTING
179	NO CURRENT LISTING
180	NO CURRENT LISTING

City Directory Standard Report

Redding Rd, Campbell, CA 95008

189 KARR ROBERT
205 NO CURRENT LISTING

Haines Directory

San Jose

1985

Redding Rd

98 CHUNG G
101 APARTMENTS
120 NO CURRENT LISTING
121 CARLI RICHARD
121 WYNN TERENCE P JR
123 NO CURRENT LISTING
125 PARISSENTI JIM
125 PARISSENTI MIA
125 WALESSKI ANDRE
129 LEWIS CASEY
129 QUINN LAWRENCE A
129 QUINN LINDA
131 LOGAN J
131 SWISHER ROBERT
131 WILSON STEPHEN
133 RAZAVI KAMBIZ
133 STUART C
135 ANDERSON C
135 ANDERSON K
135 SEATON JOHN
166 NO CURRENT LISTING
175 SPRENG WALTER W
180 BOOMER TOM
205 NO CURRENT LISTING

Haines Directory

San Jose

1980

Redding Rd

90 AKC KENNELS
90 RECYCLED PET PRDCTS
101 WINDSOR TWNHMS

City Directory Standard Report

Redding Rd, Campbell, CA 95008

120	NO CURRENT LISTING
123	MCCLINTOCK ALFRED
123	MCCLINTOCK MARIE
135	WENCES PRKG LOT SV
166	ROGERS ALVIS RAY
175	SPRENG WALTER W
180	ADDRESS NOT LISTED
205	NO CURRENT LISTING

Haines Directory

San Jose

1975

Redding Rd

90	SILVER LORE KENNELS
90	VANGALDER SAM
101	ALTO HARRY
120	PAYNE JOE T
123	MCCLINTOCK ALFRED
123	MCCLINTOCK MARIE
135	WENCES PRKG LOT SV
166	WHITTY PHILIP
175	SPRENG WALTER W
180	ADDRESS NOT LISTED
205	RIGGS EUGENE L

Haines Directory

San Jose

1971

Redding Rd

90	KENNELLY M M
90	MCCLUNG M M
90	SILVER LORE KENNELS
90	WADE ROBT A
101	WILSON RICHARD S
120	PAYNE JOE T
123	MCCLINTOCK ALFRED
123	MCCLINTON S L
135	WENCES PRKG LOT SV
166	CAMPBELL ROOFING CO

City Directory Standard Report

Redding Rd, Campbell, CA 95008

166	WHUTTY PHILIP
175	SPRENG WALTER W
180	ADDRESS NOT LISTED
205	RIGGS EUGENE L

Comment: No coverage available for Campbell prior to 1971.

City Directory Standard Report

Target Property:

*Shelley Ave,
Campbell, CA 95008*

Prepared For:

IRC Environmental Consulting LLC

Order #: 60798

3320

Date: 12/18/2015

City Directory Standard Report

Shelley Ave, Campbell, CA 95008

InfoUSA

South West

2015

Shelley Ave

150	CALHOUN JOHN
150	WOLFE DOUGLAS
155	LEKHTSIKAU SIARHEI
157	ERION HANOCH
159	MAZANOV EMIN
161	TALATI VINOD
163	NAGARAJAN SANDHYA
165	CHENG MAY
166	DEHART GEORGE
166	KAMIMOTO DAVID
170	CHANG LUKE
171	JOHNSTON ERIC
172	LY PEGGY
174	ADEEB MAHIN
175	ENTOUS JONATHAN
176	PICKUP MICHAEL
177	LA CROIX WILLIAM
178	ZALIZMYAK INNA
180	KERI MIHALJ
181	BAYCURA TOM
183	KAISER ANNETTE
185	CHO IRINA
187	NEVIN JEANNETTE
188	SILVERIA PATRICIA
189	JIAN YONG-DIAN
190	VADLAMUDI PARDHU
192	ASHTON CHRISTOPH
193	KATH KAREN
194	LIANG JASON
195	AMINOVA ALLA
197	KUTLESSA ALEXIS

City Directory Standard Report

Shelley Ave, Campbell, CA 95008

198	SINANG JOSE
199	JOHNSON MARK
203	GURBACH THERESA

InfoUSA

Pacific

2011

Shelley Ave

140	BISHOP BONNIE
155	LEKHTSIKAU SIARHEI
170	CHANG L
171	VENT DESIGN ASSOC
172	ETC PAPER & GIFTS
177	LA CROIX WILLIAM A
178	ROSENBAUM ALEX
181	TIMESCALE ENGINEERING
189	FUSSNER E
190	VADLAMUDI PARDHU
194	LIANG JASON
199	JOHNSON M
201	WENZ DAVID W

Haines Directory

West Santa Clara

2007

Shelley Ave

99	KELLER DAVID
101	MANN BRHOAM
101	MANN JOSSIE DIAZ
103	ALLEN DOROTHY
105	VASEK JEFFREY
111	MULTI TENANT RESIDENTIAL
112	LABOY DOMINGO
115	ABU ALAMMASH
115	ADKINS DONNA
115	LAFOSSE RODOLFO
115	PALMIERI MARYANN
117	KAMKAR FARANAK
117	WILKINSON LAURIE

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City Directory Standard Report

Shelley Ave, Campbell, CA 95008

122	BUXTON SEAN
130	RASMUSSEN JOHN
131	BURGER KAY
131	TENISI TAILONI
132	FARAHMAND BEHZAD
134	FOOS MELINDA
136	PROM C
138	GONZALEZ-CIR JOSE
140	BISHOP B
140	MORGAN DAVID
150	POVEY RICHARD
153	WILSON KURT
155	LEKHTSIKAU SIARHEI
157	PATEL SANGITA
159	SALDANA JASON
161	KOKE ANTHONY
163	NAGARAJAN SANDHYA
165	SILVER SUSAN
166	DEHART BILL
168	JAYANTHI MURTHY
170	CHANG L
171	PEART STEPHEN
171	VENT DESIGN ASCTS
172	RUSCIGNO MILDRED
173	WRIGHT MELANIE
174	SPANU GIUSEPPE
175	GOOYA HAMID
176	PICKUP MICHAEL
177	LACROIX WILLIAM A
178	ROSENBAUM ALEX
178	ROZENBAUM ALEXANDRE
180	KERI MIHAJI
181	BAYCURA TOM

City Directory Standard Report

Shelley Ave, Campbell, CA 95008

183	KAISER ANNETTE
185	AUWAERTER TERRI
187	NEVIN JEANNETTE
188	SILVERIA PATRICIA
189	FUSSNER E
190	VADLAMUDI PARDHU
191	ASPLUND MARILYN
192	ASHTON CHRISTOPHER
193	KATH KAREN
194	LIANG JASON
195	AMINOVA ALLA
196	CLELAND ROBERT
197	BAILEY MELANIE
198	GREEN WILBUR
199	JOHNSON M
201	FEEZOR ROBERT
201	WENZ DAVID W

Haines Directory

West Santa Clara 2005

Shelley Ave

99	SUN YI
101	MANN BHROAM
101	MANN JOSSIE DIAZ
103	ALLEN DOROTHY
105	VASEK JEFFREY
111	MULTI TENANT RESIDENTIAL
112	LABOY DOMINGO
115	ABU ALAMMASH
115	ADKINS DONNA
115	LAFOSSE RODOLFO
115	PALMIERI MARYANN
117	EVANGELISTA CRISPIN
117	MEAGHER MARGARET
122	BASTIDA T

City Directory Standard Report

Shelley Ave, Campbell, CA 95008

130	RICHARDS MAUREEN
131	VANHORNE MATTHEW
132	FARAHMAND BEHZAD
134	FOOS MELINDA
136	PROM C
138	GONZALEZ-CIRIA JOSE
140	BISHOP B
140	MORGAN CONSTANCE
150	POVEY RICHARD
153	WILSON KURT
155	INSINGER CHRIS
157	PATEL SANGITA
159	NAJOUR SUSAN
161	WILSON ETHAN
163	SUBRAMANIAM SNRAM
165	SILVER SUSAN
166	DEHART BILL
168	JAYANTHI MURTHY
170	CHANG L
171	PEART STEPHEN
171	VENT DESIGN ASCTS
172	RUSCIGNO MILDRED
173	WRIGHT MELANIE
174	VANDEVORT DONNA L
174	WELCH JOHN
175	GOOYA HAMID
176	PICKUP MICHAEL
177	PACROIX WILLIAM
178	ROSENBAUM ALEX
180	KERI MIHALJ
181	BAYCURA TOM
183	KAISER ANNETTE
185	AUWAERTER TERRI

City Directory Standard Report

Shelley Ave, Campbell, CA 95008

187	NEVIN JEANNETTE
188	SILVERIA PATRICIA
189	FUSSNER E
190	BAKER DAN
190	VADLAMUDI PARDHU
191	ASPLUND MARILYN
192	ASHTON CHRISTOPHER
193	KATH KAREN
194	SCHRECK JERRI
195	AMINOVA ALTA
196	CLELAND ROBERT
197	BAILEY MELANIE
198	GREEN WILBUR
199	JOHNSON M
201	FREEZOR ROBERT
201	WENZ DAVID W

Haines Directory

West Santa Clara 2000-01

Shelley Ave

99	PIPKIN BYRON
101	KOVAC J
103	DUNN DARRYL
105	VASEK JEFFREY
111	FOSTER HOLLY A
111	GEISSMAN A
111	KARIM AMEER
112	LABOY DOMINGO
115	NO CURRENT LISTING
117	MEAGHER MARGARET
122	DADA KASEM
122	ELLIOTT BRIDGET
130	RICHARDS MAUREEN
131	SIU CAROLINA
132	BASTOVAN ANN

City Directory Standard Report

Shelley Ave, Campbell, CA 95008

134	FOOS MELINDA
136	PROM C
138	NO CURRENT LISTING
140	CURREY CONSTANCE
140	MORGAN DAVID A
150	POVEY RICHARD
153	WILSON KURT
155	BEESON GARY
157	PATEL SANGITA
159	SAJOUR SUSAN
161	ZSUTTY JOSEPH
163	SCHMIDT KAREN
165	SENJAMIN DAVID
166	DEHART BILL
166	KAMIMOTO DAVID
168	GILLMORE J
170	CHANG LEE
170	STALLA FRANK
170	STELLA ALBERT T
170	STELLA CAROL
171	PEART STEPHEN
172	RUSCIGNO MILDRED
173	WRIGHT MELANIE
174	RUSCIGNO GUY
174	VANDEVORT DONNA L
176	PICKUP MICHAEL
177	LACROIX WILLIAM A
178	ROSENBAUM ALEX
180	KERI MIHAJI
181	BAYCURA TOM
183	KAISER ANNETTE
185	ABBOTT JOEL
187	AVARY DONALD

City Directory Standard Report

Shelley Ave, Campbell, CA 95008

188	CARREON RICHARD
188	SILVERIA PATRICIA
189	FUSSNER E
190	BAKER DAN
190	WIESE GREG
191	REED MARILYN
192	ASHTON CHRISTOPHER
193	KATH KAREN
194	SCHRECK ROBERT
195	DIETRICH DOUGLAS
195	SUMMERS TIM
196	CLELAND ROBERT
197	BAILEY MELANIE
198	PRASS WILLIAM
199	WILLIAMS CONNIE
201	FREEZOR ROBERT
201	MASON THOMAS L

Haines Directory

San Jose

1995-96

Shelley Ave

97	NO CURRENT LISTING
103	QUICK KAREN
103	QUICK STEPHEN
105	CROALL JEFF
111	GEISSMAN A
111	HURTADO NORRY
111	MILLER PATRICK
111	TAKENAKA JEFF
112	LABOY DOMINGO
115	NO CURRENT LISTING
117	MEAGHER LARRY
122	NO CURRENT LISTING
131	NO CURRENT LISTING
136	CUESTA JUDITH A

City Directory Standard Report

Shelley Ave, Campbell, CA 95008

150	KEATS JAS
153	NO CURRENT LISTING
161	NO CURRENT LISTING
168	NO CURRENT LISTING
170	NO CURRENT LISTING
172	ALPHA TECH
172	KIMSEY CAROL
172	WALROD RONALD
174	RUSCIGNO JOS
175	NO CURRENT LISTING
176	NO CURRENT LISTING
178	ARMSTRONG RICHARD B
180	NO CURRENT LISTING
181	OBRIEN BETTY
185	NO CURRENT LISTING
187	NO CURRENT LISTING
188	SILVERIA P
188	SILVERIA PATRICIA
189	FUSSNER E
192	NO CURRENT LISTING
197	BAILEY MELANIE
198	NO CURRENT LISTING
203	SHIKAMI RUSSELL

Haines Directory

San Jose

1990-91

Shelley Ave

97	MIZE N L
105	SNYDER E
111	ALLEN BOB
111	ALLEN JOHN
111	GEISSMAN A
111	RODRIGUEZ JIM
112	WEST LEONARDO A
115	AMMASH GEO

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City Directory Standard Report

Shelley Ave, Campbell, CA 95008

115	BARKAS CAROLYN
115	BARKAS SOTIRIOS
131	ARBAGEY JEAN
131	RITTER KIRK
150	KEATS JAS
153	NO CURRENT LISTING
161	PALMER JON
161	PALMER SUE
168	VANDIHN M
170	WICK PETER J
171	ELICK JAMES
171	ELICK MARY
172	KIMSEY CAROL
172	WALROD RONALD
174	RUSCIGNO JOS
175	NO CURRENT LISTING
176	NO CURRENT LISTING
178	ARMSTRONG RICHARD B
180	NO CURRENT LISTING
181	OBRIEN BETTY
185	CAMPBELL MALCOMB
187	NO CURRENT LISTING
188	YOUNG DALE
192	NO CURRENT LISTING
198	YOUNG POLLY
198	YOUNG TODD
201	NO CURRENT LISTING

Haines Directory

San Jose

1985

Shelley Ave

87	GRODE JIM
87	RICHARDS TRACY
111	GORDON BRYAN S
111	THRALL BILL

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City Directory Standard Report

Shelley Ave, Campbell, CA 95008

111	WOODS THOS C
112	PIERCE FRANKLIN
115	RAMACHER ALLAN
131	CRULL B J
131	KELLY BEVERLY J
150	KEATS JAS
153	NO CURRENT LISTING
170	WICK PETER J
174	RUSCIGNO JOS
175	MEDEIROS MATTHEW
176	CATALANO M
181	OBRIEN BETTY
185	NO CURRENT LISTING
187	ALLEN JERRYL
197	TANNER ROBERT G
201	FREEZOR J
201	FREEZOR ROBT

Haines Directory

San Jose

1980

Shelley Ave

93	PIATTI R A
107	NO CURRENT LISTING
112	NO CURRENT LISTING
114	NO CURRENT LISTING
115	NO CURRENT LISTING
131	DEUTSCH STEPHEN
131	MORRIS THOMAS
131	STARK S A
150	KEATS JAMES
153	EVERETT S
153	FEIGON SUE
166	NO CURRENT LISTING
175	CHADWICK D K
175	THALER BRANDON

City Directory Standard Report

Shelley Ave, Campbell, CA 95008

175	VILLA ROBT
180	SCHULKE DERICK
185	OLYMPIAN KENNELS
185	PRESTON RICHARD L
196	KALLAND NORMAN
205	MURDOCK D C

Haines Directory

San Jose

1975

Shelley Ave

93	PIATTI R A
107	NO CURRENT LISTING
112	BONACICH FRANK J
114	NO CURRENT LISTING
115	COURTADE M L
115	THOMPSON ROGER G
131	APARTMENTS
150	FORTUNES WEST
153	NO CURRENT LISTING
166	BAKER D
166	OCONNELL M
166	OCONNELL TIM
175	FINK S M
175	SENIOR ERICK
175	WARE R PAUL
180	JANES LOUIS S
185	OLYMPIAN KENNELS
185	PRESTON RICHARD L
196	KALLAND NORMAN
205	NO CURRENT LISTING

Haines Directory

San Jose

1971

Shelley Ave

93	PIATTI R A
107	KOOYERS DAVID L
112	BONACICH FRANK J

City Directory Standard Report

Shelley Ave, Campbell, CA 95008

115	DEVITA MICHAEL
131	NO CURRENT LISTING
150	DOERR ARND F
153	WILCOX RAY
166	MANTOAN MIKE
175	FINK R L
180	JANES LOUIS S
185	OLYMPIAN KENNELS
185	PRESTON RICHARD L
196	KALLAND NORMAN
205	NO CURRENT LISTING

Comment: No coverage available for Campbell prior to 1971.

APPENDIX D

AERIAL PHOTOGRAPHS



Historical Aerials Package

<http://www.geo-search.net/QuickMap/index.htm?DataID=Standard0000131287>

Click on link above to access the map and satellite view of current property

Target Property:

***Phase I Environmental Site Assessment
180 Redding Road
Campbell, Santa Clara County, California 95008***

Prepared For:

IRC Environmental Consulting LLC

Order #: 60798

Job #: 131287

Project #: 3320

Date: 12/21/2015

phone: 888-396-0042 · fax: 512-472-9967 · www.geo-search.com

TARGET PROPERTY SUMMARY

Phase I Environmental Site Assessment

180 Redding Road

Campbell, Santa Clara County, California 95008

USGS Quadrangle: **San Jose West, CA**

Target Property Geometry: **Point**

Target Property Longitude(s)/Latitude(s):

(-121.945694, 37.264763)

County/Parish Covered:

Santa Clara (CA)

Zipcode(s) Covered:

Campbell CA: 95008

San Jose CA: 95124

State(s) Covered:

CA

***Target property is located in Radon Zone 2.**

Zone 2 areas have a predicted average indoor radon screening level between 2 and 4 pCi/L (picocuries per liter).

Disclaimer - The information provided in this report was obtained from a variety of public sources. GeoSearch cannot ensure and makes no warranty or representation as to the accuracy, reliability, quality, errors occurring from data conversion or the customer's interpretation of this report. This report was made by GeoSearch for exclusive use by its clients only. Therefore, this report may not contain sufficient information for other purposes or parties. GeoSearch and its partners, employees, officers and independent contractors cannot be held liable for actual, incidental, consequential, special or exemplary damages suffered by a customer resulting directly or indirectly from any information provided by GeoSearch.



SITE: PHASE I ENVIRONMENTAL SITE ASSESSMENT
SOURCE: USDA
DATE: 2014
COUNTY: SANTA CLARA, CA
SCALE: 1" = 500'

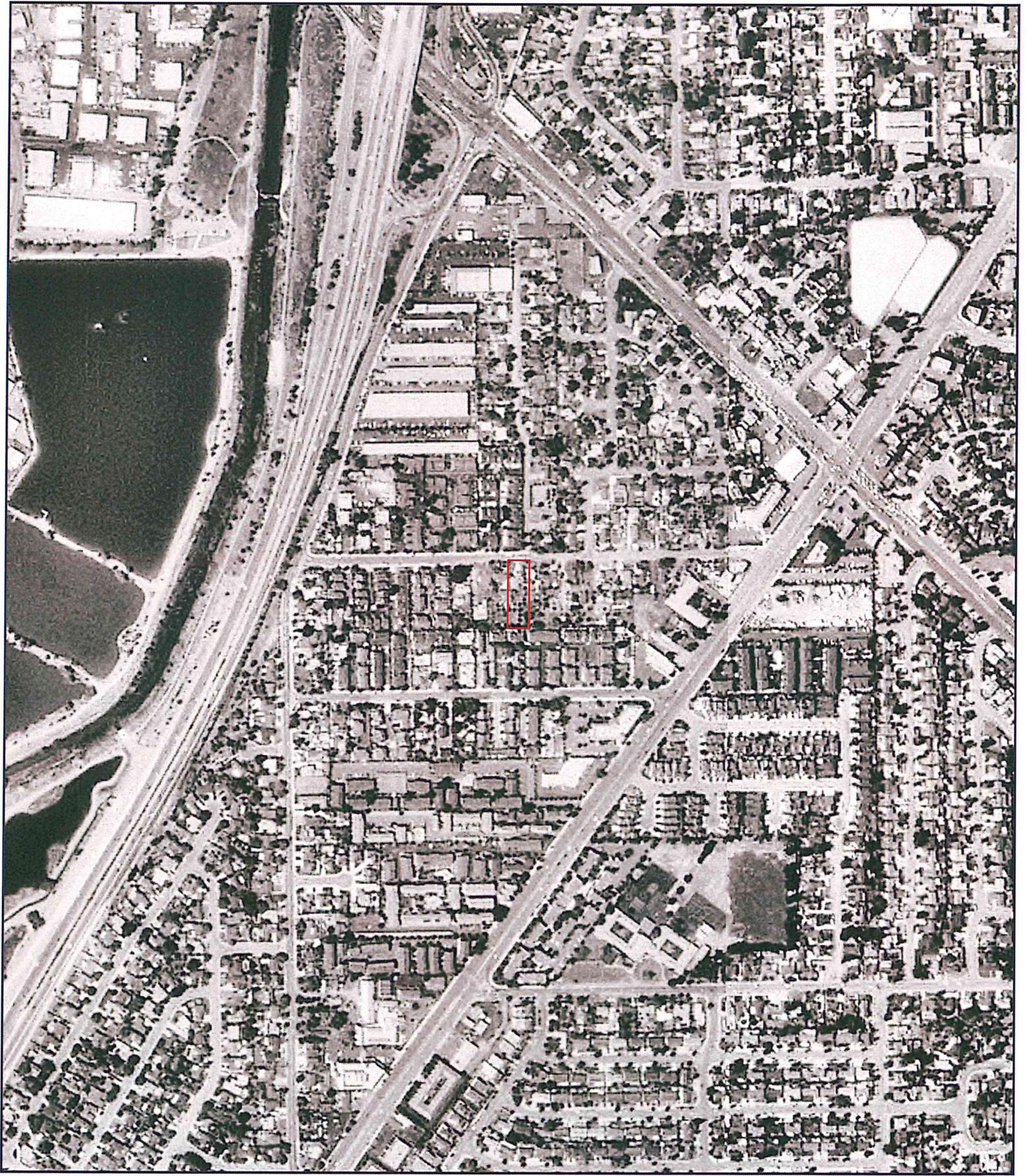
JOB #: 131287 - 12/21/2015





SITE: PHASE I ENVIRONMENTAL SITE ASSESSMENT
SOURCE: USDA
DATE: 2003
COUNTY: SANTA CLARA, CA
SCALE: 1" = 500'





SITE: PHASE I ENVIRONMENTAL SITE ASSESSMENT
SOURCE: USGS
DATE: 06/14/1993
COUNTY: SANTA CLARA, CA
SCALE: 1" = 500'





JOB #: 131287 - 12/21/2015

SITE: PHASE I ENVIRONMENTAL SITE ASSESSMENT
SOURCE: USGS
DATE: 07/02/1987
COUNTY: SANTA CLARA, CA
SCALE: 1" = 500'

GeoSearch



JOB #: 131287 - 12/21/2015

SITE: PHASE I ENVIRONMENTAL SITE ASSESSMENT
SOURCE: USGS
DATE: 07/05/1982
COUNTY: SANTA CLARA, CA
SCALE: 1" = 500'

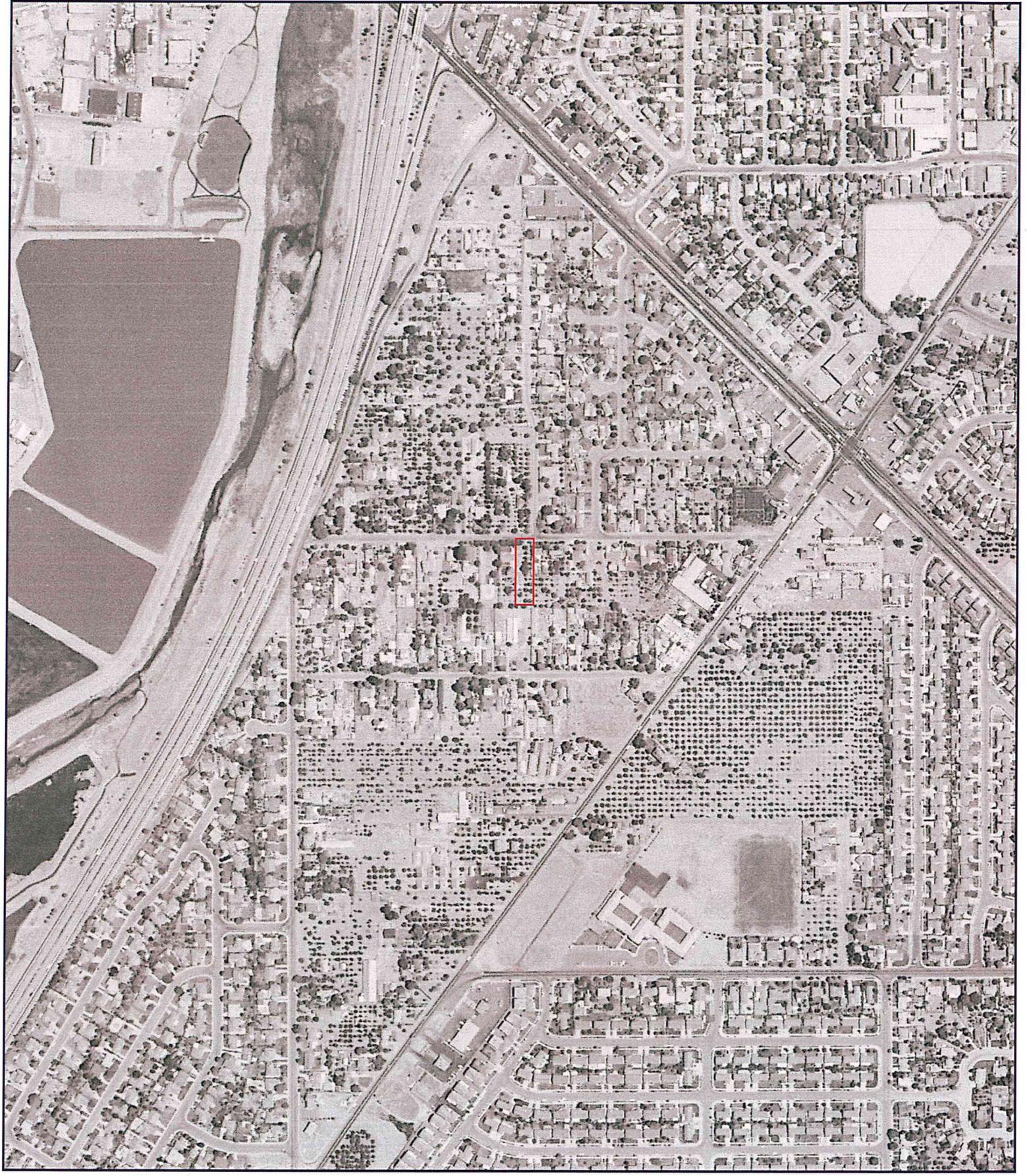
GeoSearch



SITE: PHASE I ENVIRONMENTAL SITE ASSESSMENT
SOURCE: USGS
DATE: 06/25/1974
COUNTY: SANTA CLARA, CA
SCALE: 1" = 500'

JOB #: 131287 - 12/21/2015

GeoSearch



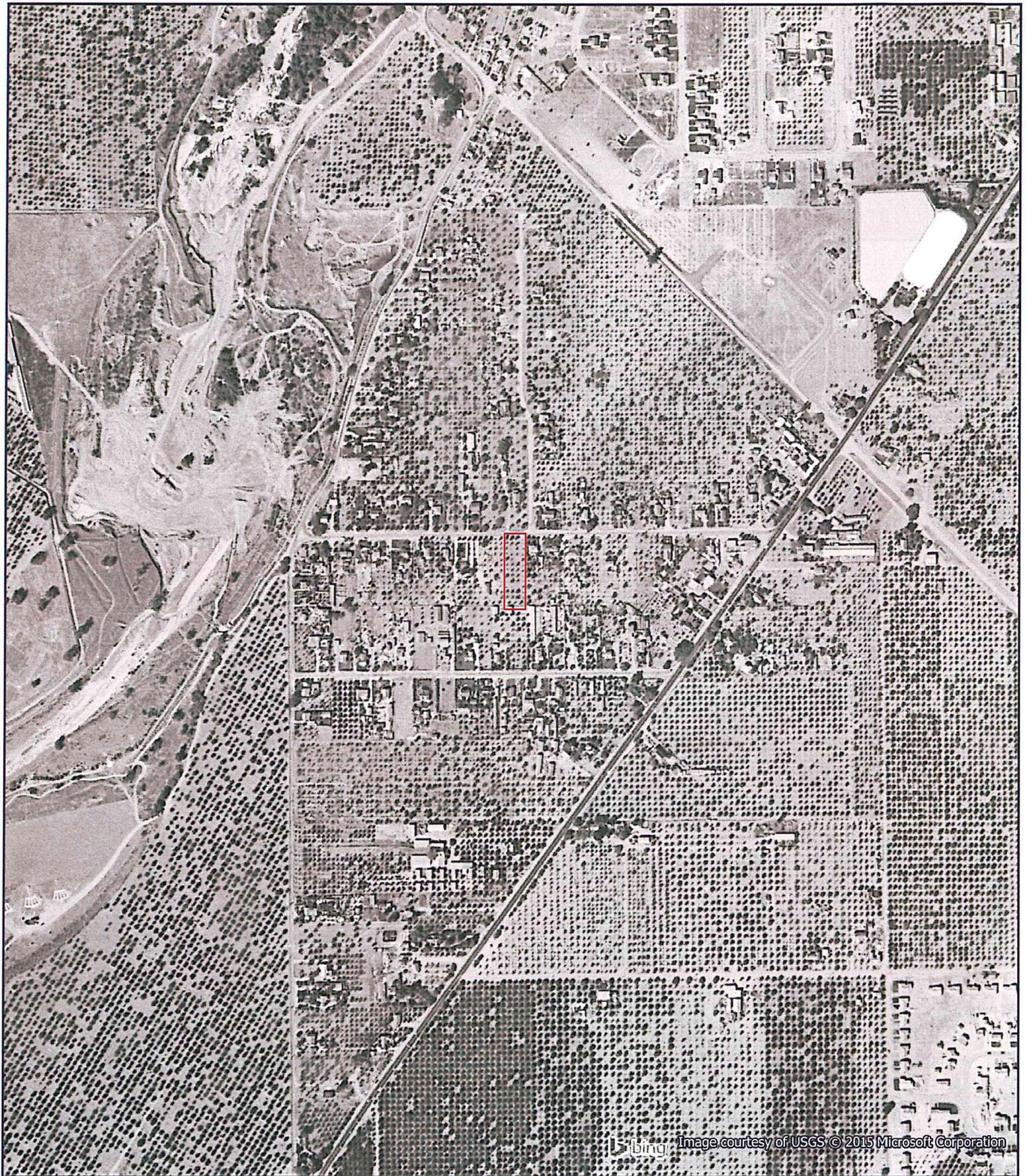
SITE: PHASE I ENVIRONMENTAL SITE ASSESSMENT
SOURCE: USGS
DATE: 06/14/1968
COUNTY: SANTA CLARA, CA
SCALE: 1" = 500'





SITE: PHASE I ENVIRONMENTAL SITE ASSESSMENT
SOURCE: ASCS
DATE: 06/09/1956
COUNTY: SANTA CLARA, CA
SCALE: 1" = 500'

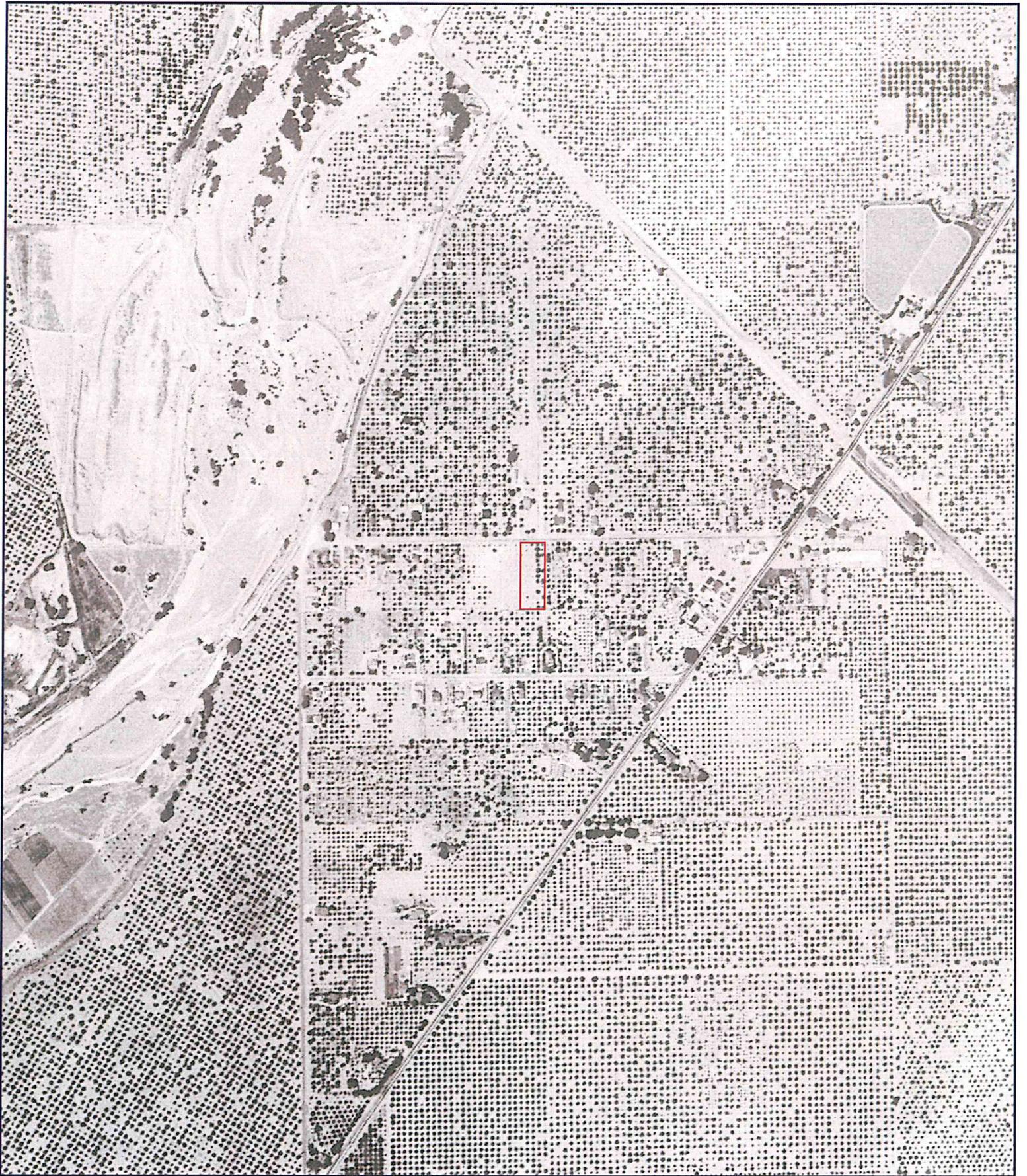




SITE: PHASE I ENVIRONMENTAL SITE ASSESSMENT
SOURCE: USGS
DATE: 09/26/1948
COUNTY: SANTA CLARA, CA
SCALE: 1" = 500'

JOB #: 131287 - 12/21/2015

GeoSearch



JOB #: 131287 - 12/21/2015

SITE: PHASE I ENVIRONMENTAL SITE ASSESSMENT
SOURCE: ASCS
DATE: 07/31/1939
COUNTY: SANTA CLARA, CA
SCALE: 1" = 500'

GeoSearch

APPENDIX E

FIRE INSURANCE / SANBORN MAP REPORT



Date: 12/17/15
GS Job Number: 60798
Company Name: IRC Environmental Consulting LLC
Project Number: 3320
Site Information: Phase I Environmental Site Assessment
180 Redding Road, Santa Clara, Campbell, California, 95008

The collections of fire insurance maps listed below were reviewed according to the site information supplied by client. Based on the information provided, no coverage is available.

Library of Congress
University Publications of America
Other Libraries (universities, state, local, etc.).

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APPENDIX F
ENVIRONMENTAL LIEN SEARCH



Environmental Lien

<http://www.geo-search.net/QuickMap/index.htm?DataID=Standard0000131281>

Click on link above to access the map and satellite view of current property

Target Property:

***Phase I Environmental Site Assessment
180 Redding Road
Campbell, Santa Clara County, California 95008***

Prepared For:

IRC Environmental Consulting LLC

Order #: 60798

Job #: 131281

Project #: 3320

Date: 12/20/2015

phone: 888-396-0042 · fax: 512-472-9967 · www.geo-search.com

TARGET PROPERTY SUMMARY

Phase I Environmental Site Assessment
180 Redding Road
Campbell, Santa Clara County, California 95008

USGS Quadrangle: **San Jose West, CA**
Target Property Geometry: **Point**

Target Property Longitude(s)/Latitude(s):
(-121.945694, 37.264763)

County/Parish Covered:
Santa Clara (CA)

Zipcode(s) Covered:
Campbell CA: 95008
San Jose CA: 95124

State(s) Covered:
CA

***Target property is located in Radon Zone 2.**
Zone 2 areas have a predicted average indoor radon screening level between 2 and 4 pCi/L
(picocuries per liter).

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Order Number	GS#60798	Effective Date	8-1-2013		
Last name	TERI NORITA LIEBMANN				
First name		County	SANTA CLARA		
Street address	180 REDDING ROAD	City	CAMPBELL	State	CA
Mailing address	N/A				
Parcel number	414-48-055	Alternate APN			
Legal Description	N/A				

Federal, state, and local environmental records have been researched, resulting in the following list of recorded environmental liens and AUL's (activity and usage limitations) for the subject property having been found:

ENVIRONMENTAL LIENS, IC s, LUC s, AUL s, & DEUR s

- 1 NONE FOUND
- 2 NONE FOUND
- 3
- 4

JUDGMENTS, LIENS

- 1 NONE FOUND
- 2
- 3
- 4

OTHER INFORMATION:

APPENDIX G

RADIUS MAP REPORT



On time. On target. In touch.™

Radius Report

Satellite view

Target Property:

**Phase I Environmental Site Assessment
180 Redding Road
Campbell, Santa Clara County, California 95008**

Prepared For:

IRC Environmental Consulting LLC

Order #: 60798

Job #: 131279

Project #: 3320

Date: 12/17/2015

GeoSearch www.geo-search.com 888-396-0042

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<i>Unlocatable Report</i>	See Attachment
<i>Zip Report</i>	See Attachment

Disclaimer

This report was designed by GeoSearch to meet or exceed the records search requirements of the All Appropriate Inquiries Rule (40 CFR §312.26) and the current version of the ASTM International E1527, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process or, if applicable, the custom requirements requested by the entity that ordered this report. The records and databases of records used to compile this report were collected from various federal, state and local governmental entities. It is the goal of GeoSearch to meet or exceed the 40 CFR §312.26 and E1527 requirements for updating records by using the best available technology. GeoSearch contacts the appropriate governmental entities on a recurring basis. Depending on the frequency with which a record source or database of records is updated by the governmental entity, the data used to prepare this report may be updated monthly, quarterly, semi-annually, or annually.

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Target Property Summary

Target Property Information

Phase I Environmental Site Assessment
180 Redding Road
Campbell, California 95008

Coordinates

Point (-121.94569, 37.264762)
246 feet above sea level

USGS Quadrangle

San Jose West, CA

Geographic Coverage Information

County/Parish: Santa Clara (CA)

ZipCode(s):

Campbell CA: 95008

Los Gatos CA: 95032

San Jose CA: 95124

Radon

* Target property is located in Radon Zone 2.

Zone 2 areas have a predicted average indoor radon screening level between 2 and 4 pCi/L (picocuries per liter).

Database Summary

FEDERAL LISTING

Standard Environmental Records

Database	Acronym	Locatable	Unlocatable	Search Radius (miles)
EMERGENCY RESPONSE NOTIFICATION SYSTEM	ERNSCA	0	0	TP/AP
FEDERAL ENGINEERING INSTITUTIONAL CONTROL SITES	EC	0	0	TP/AP
LAND USE CONTROL INFORMATION SYSTEM	LUCIS	0	0	TP/AP
RCRA SITES WITH CONTROLS	RCRASC	0	0	TP/AP
NO LONGER REGULATED RCRA GENERATOR FACILITIES	NLRRCRAG	0	0	0.1250
RESOURCE CONSERVATION & RECOVERY ACT - GENERATOR FACILITIES	RCRAGR09	0	0	0.1250
RESOURCE CONSERVATION & RECOVERY ACT - NON-GENERATOR FACILITIES	RCRANGR09	0	0	0.1250
BROWNFIELDS MANAGEMENT SYSTEM	BF	0	0	0.5000
COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION & LIABILITY INFORMATION SYSTEM	CERCLIS	1	0	0.5000
DELISTED NATIONAL PRIORITIES LIST	DNPL	0	0	0.5000
NO FURTHER REMEDIAL ACTION PLANNED SITES	NFRAP	1	0	0.5000
NO LONGER REGULATED RCRA NON-CORRACTS TSD FACILITIES	NLRRCRAT	0	0	0.5000
RESOURCE CONSERVATION & RECOVERY ACT - NON-CORRACTS TREATMENT, STORAGE & DISPOSAL FACILITIES	RCRAT	0	0	0.5000
NATIONAL PRIORITIES LIST	NPL	0	0	1.0000
NO LONGER REGULATED RCRA CORRECTIVE ACTION FACILITIES	NLRRCRAC	0	0	1.0000
PROPOSED NATIONAL PRIORITIES LIST	PNPL	0	0	1.0000
RESOURCE CONSERVATION & RECOVERY ACT - CORRECTIVE ACTION FACILITIES	RCRAC	0	0	1.0000
RESOURCE CONSERVATION & RECOVERY ACT - SUBJECT TO CORRECTIVE ACTION FACILITIES	RCRASUBC	0	0	1.0000
SUB-TOTAL		2	0	

Additional Environmental Records

Database	Acronym	Locatable	Unlocatable	Search Radius (miles)
AEROMETRIC INFORMATION RETRIEVAL SYSTEM / AIR FACILITY SUBSYSTEM	AIRSAFS	0	0	TP/AP
BIENNIAL REPORTING SYSTEM	BRS	0	0	TP/AP
CERCLIS LIENS	SFLIENS	0	0	TP/AP
CLANDESTINE DRUG LABORATORY LOCATIONS	CDL	0	0	TP/AP
EPA DOCKET DATA	DOCKETS	0	0	TP/AP
FACILITY REGISTRY SYSTEM	ERSCA	0	0	TP/AP

Database Summary

<i>Database</i>	<i>Acronym</i>	<i>Locatable</i>	<i>Unlocatable</i>	<i>Search Radius (miles)</i>
HAZARDOUS MATERIALS INCIDENT REPORTING SYSTEM	<u>HMIRSR09</u>	0	0	TP/AP
INTEGRATED COMPLIANCE INFORMATION SYSTEM (FORMERLY DOCKETS)	<u>ICIS</u>	0	0	TP/AP
INTEGRATED COMPLIANCE INFORMATION SYSTEM NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM	<u>ICISNPDES</u>	0	0	TP/AP
MATERIAL LICENSING TRACKING SYSTEM	<u>MLTS</u>	0	0	TP/AP
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM	<u>NPDESR09</u>	0	0	TP/AP
PCB ACTIVITY DATABASE SYSTEM	<u>PADS</u>	0	0	TP/AP
PERMIT COMPLIANCE SYSTEM	<u>PCSR09</u>	0	0	TP/AP
SECTION SEVEN TRACKING SYSTEM	<u>SSTS</u>	0	0	TP/AP
TOXIC SUBSTANCE CONTROL ACT INVENTORY	<u>TSCA</u>	0	0	TP/AP
TOXICS RELEASE INVENTORY	<u>TRI</u>	0	0	TP/AP
HISTORICAL GAS STATIONS	<u>HISTPST</u>	0	0	0.2500
OPEN DUMP INVENTORY	<u>ODI</u>	0	0	0.5000
DEPARTMENT OF DEFENSE SITES	<u>DOD</u>	0	0	1.0000
FORMERLY USED DEFENSE SITES	<u>FUDS</u>	0	0	1.0000
RECORD OF DECISION SYSTEM	<u>RODS</u>	0	0	1.0000
SUB-TOTAL		0	0	

Database Summary

STATE (CA) LISTING

Standard Environmental Records

Database	Acronym	Locatable	Unlocatable	Search Radius (miles)
DTSC DEED RESTRICTIONS	DTSCDR	0	0	TP/AP
ABOVE GROUND STORAGE TANKS	ABST	0	0	0.2500
HISTORICAL UNDERGROUND STORAGE TANKS	HISTUST	4	0	0.2500
STATEWIDE ENVIRONMENTAL EVALUATION AND PLANNING SYSTEM	SWEEPS	4	0	0.2500
UNDERGROUND STORAGE TANKS	USTCUPA	1	0	0.2500
CALSITES DATABASE	CALSITES	1	0	0.5000
GEOTRACKER CLEANUP SITES	CLEANUPSITES	17	0	0.5000
LEAKING UNDERGROUND STORAGE TANKS	LUST	17	0	0.5000
SOLID WASTE INFORMATION SYSTEM SITES	SWIS	0	0	0.5000
VOLUNTARY CLEANUP PROGRAM	VCP	0	0	0.5000
ENVIROSTOR CLEANUP SITES	ENVIROSTOR	5	0	1.0000
ENVIROSTOR PERMITTED AND CORRECTIVE ACTION SITES	ENVIROSTORPCA	0	0	1.0000
SUB-TOTAL		49	0	

Additional Environmental Records

Database	Acronym	Locatable	Unlocatable	Search Radius (miles)
CALIFORNIA HAZARDOUS MATERIAL INCIDENT REPORT SYSTEM	CHMIRS	0	0	TP/AP
CLANDESTINE DRUG LABS	CDL	0	0	TP/AP
EMISSIONS INVENTORY DATA	EMI	0	0	TP/AP
HAZARDOUS WASTE TANNER SUMMARY	HWTS	0	0	TP/AP
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM FACILITIES	NPDES	0	0	TP/AP
RECORDED ENVIRONMENTAL CLEANUP LIENS	LIENS	0	0	TP/AP
CALIFORNIA MEDICAL WASTE MANAGEMENT PROGRAM FACILITY LIST	MWMP	0	0	0.2500
DTSC REGISTERED HAZARDOUS WASTE TRANSPORTERS	DTSCHWT	0	0	0.2500
DRY CLEANER FACILITIES	CLEANER	0	0	0.2500
SPILLS, LEAKS, INVESTIGATION & CLEANUP RECOVERY LISTING	SLIC	0	0	0.2500
CORTESE LIST	CORTESE	13	0	0.5000
EXPEDITED REMOVAL ACTION PROGRAM SITES	ERAP	0	0	0.5000
LISTING OF CERTIFIED PROCESSORS	PROC	0	0	0.5000
NO FURTHER ACTION DETERMINATION	NFA	0	0	0.5000

Database Summary

<i>Database</i>	<i>Acronym</i>	<i>Locatable</i>	<i>Unlocatable</i>	<i>Search Radius (miles)</i>
RECYCLING CENTERS	<u>SWRCY</u>	0	0	0.5000
REFERRED TO ANOTHER LOCAL OR STATE AGENCY	<u>REF</u>	1	0	0.5000
SCHOOL PROPERTY EVALUATIONS	<u>SCH</u>	0	0	0.5000
SITES NEEDING FURTHER EVALUATION	<u>NFE</u>	0	0	0.5000
WASTE MANAGEMENT UNIT DATABASE	<u>WMUDS</u>	0	0	0.5000
TOXIC PITS CLEANUP ACT SITES	<u>TOXPITS</u>	0	0	1.0000
SUB-TOTAL		14	0	

Database Summary

TRIBAL LISTING

Standard Environmental Records

Database	Acronym	Locatable	Unlocatable	Search Radius (miles)
UNDERGROUND STORAGE TANKS ON TRIBAL LANDS	USTR09	0	0	0.2500
LEAKING UNDERGROUND STORAGE TANKS ON TRIBAL LANDS	LUSTR09	0	0	0.5000
OPEN DUMP INVENTORY ON TRIBAL LANDS	ODINDIAN	0	0	0.5000
SUB-TOTAL		0	0	

Additional Environmental Records

Database	Acronym	Locatable	Unlocatable	Search Radius (miles)
INDIAN RESERVATIONS	INDIANRES	0	0	1.0000
SUB-TOTAL		0	0	
TOTAL		65	0	

Database Radius Summary

FEDERAL LISTING

Standard environmental records are displayed in **bold**.

Acronym	Search Radius (miles)	TP/AP (0 - 0.02)	1/8 Mile (> TP/AP)	1/4 Mile (> 1/8)	1/2 Mile (> 1/4)	1 Mile (> 1/2)	> 1 Mile	Total
AIRSAFS	0.0200	0	NS	NS	NS	NS	NS	0
BRS	0.0200	0	NS	NS	NS	NS	NS	0
CDL	0.0200	0	NS	NS	NS	NS	NS	0
DOCKETS	0.0200	0	NS	NS	NS	NS	NS	0
EC	0.0200	0	NS	NS	NS	NS	NS	0
ERNSCA	0.0200	0	NS	NS	NS	NS	NS	0
FRSCA	0.0200	0	NS	NS	NS	NS	NS	0
HMIRSR09	0.0200	0	NS	NS	NS	NS	NS	0
ICIS	0.0200	0	NS	NS	NS	NS	NS	0
ICISNPDES	0.0200	0	NS	NS	NS	NS	NS	0
LUCIS	0.0200	0	NS	NS	NS	NS	NS	0
MLTS	0.0200	0	NS	NS	NS	NS	NS	0
NPDES09	0.0200	0	NS	NS	NS	NS	NS	0
PADS	0.0200	0	NS	NS	NS	NS	NS	0
PCSR09	0.0200	0	NS	NS	NS	NS	NS	0
RCRASC	0.0200	0	NS	NS	NS	NS	NS	0
SFLIENS	0.0200	0	NS	NS	NS	NS	NS	0
SSTS	0.0200	0	NS	NS	NS	NS	NS	0
TRI	0.0200	0	NS	NS	NS	NS	NS	0
TSCA	0.0200	0	NS	NS	NS	NS	NS	0
NLRRCRAG	0.1250	0	0	NS	NS	NS	NS	0
RCRAGR09	0.1250	0	0	NS	NS	NS	NS	0
RCRANGR09	0.1250	0	0	NS	NS	NS	NS	0
HISTPST	0.2500	0	0	0	NS	NS	NS	0
BF	0.5000	0	0	0	0	NS	NS	0
CERCLIS	0.5000	0	0	0	1	NS	NS	1
DNPL	0.5000	0	0	0	0	NS	NS	0
NFRAP	0.5000	0	0	0	1	NS	NS	1
NLRRCRAT	0.5000	0	0	0	0	NS	NS	0
ODI	0.5000	0	0	0	0	NS	NS	0
RCRAT	0.5000	0	0	0	0	NS	NS	0
DOD	1.0000	0	0	0	0	0	NS	0
FUDS	1.0000	0	0	0	0	0	NS	0
NLRRCRAC	1.0000	0	0	0	0	0	NS	0
NPL	1.0000	0	0	0	0	0	NS	0

Database Radius Summary

Acronym	Search Radius (miles)	TP/AP (0 - 0.02)	1/8 Mile (> TP/AP)	1/4 Mile (> 1/8)	1/2 Mile (> 1/4)	1 Mile (> 1/2)	> 1 Mile	Total
PNPL	1.0000	0	0	0	0	0	NS	0
RCRAC	1.0000	0	0	0	0	0	NS	0
RCRASUBC	1.0000	0	0	0	0	0	NS	0
RODS	1.0000	0	0	0	0	0	NS	0
SUB-TOTAL		0	0	0	2	0	0	2

Database Radius Summary

STATE (CA) LISTING

Standard environmental records are displayed in **bold**.

Acronym	Search Radius (miles)	TP/AP (0 - 0.02)	1/8 Mile (> TP/AP)	1/4 Mile (> 1/8)	1/2 Mile (> 1/4)	1 Mile (> 1/2)	> 1 Mile	Total
CDL	0.0200	0	NS	NS	NS	NS	NS	0
CHMIRS	0.0200	0	NS	NS	NS	NS	NS	0
DTSCDR	0.0200	0	NS	NS	NS	NS	NS	0
EMI	0.0200	0	NS	NS	NS	NS	NS	0
HWTS	0.0200	0	NS	NS	NS	NS	NS	0
LIENS	0.0200	0	NS	NS	NS	NS	NS	0
NPDES	0.0200	0	NS	NS	NS	NS	NS	0
ABST	0.2500	0	0	0	NS	NS	NS	0
CLEANER	0.2500	0	0	0	NS	NS	NS	0
DTSCHWT	0.2500	0	0	0	NS	NS	NS	0
HISTUST	0.2500	0	0	4	NS	NS	NS	4
MWMP	0.2500	0	0	0	NS	NS	NS	0
SLIC	0.2500	0	0	0	NS	NS	NS	0
SWEEPS	0.2500	0	0	4	NS	NS	NS	4
USTCUPA	0.2500	0	0	1	NS	NS	NS	1
CALSITES	0.5000	0	0	0	1	NS	NS	1
CLEANUPSITES	0.5000	0	0	3	14	NS	NS	17
CORTESE	0.5000	0	0	3	10	NS	NS	13
ERAP	0.5000	0	0	0	0	NS	NS	0
LUST	0.5000	0	0	4	13	NS	NS	17
NFA	0.5000	0	0	0	0	NS	NS	0
NFE	0.5000	0	0	0	0	NS	NS	0
PROC	0.5000	0	0	0	0	NS	NS	0
REF	0.5000	0	0	0	1	NS	NS	1
SCH	0.5000	0	0	0	0	NS	NS	0
SWIS	0.5000	0	0	0	0	NS	NS	0
SWRCY	0.5000	0	0	0	0	NS	NS	0
VCP	0.5000	0	0	0	0	NS	NS	0
WMUDS	0.5000	0	0	0	0	NS	NS	0
ENVIROSTOR	1.0000	0	0	0	1	4	NS	5
ENVIROSTORPCA	1.0000	0	0	0	0	0	NS	0
TOXPITS	1.0000	0	0	0	0	0	NS	0
SUB-TOTAL		0	0	19	40	4	0	63

Database Radius Summary

TRIBAL LISTING

Standard environmental records are displayed in **bold**.

Acronym	Search Radius (miles)	TP/AP (0 - 0.02)	1/8 Mile (> TP/AP)	1/4 Mile (> 1/8)	1/2 Mile (> 1/4)	1 Mile (> 1/2)	> 1 Mile	Total
USTR09	0.2500	0	0	0	NS	NS	NS	0
LUSTR09	0.5000	0	0	0	0	NS	NS	0
ODINDIAN	0.5000	0	0	0	0	NS	NS	0
INDIANRES	1.0000	0	0	0	0	0	NS	0

SUB-TOTAL		0						
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TOTAL		0	0	19	42	4	0	65
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NOTES:

NS = NOT SEARCHED

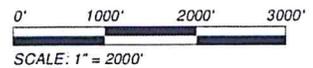
TP/AP = TARGET PROPERTY/ADJACENT PROPERTY

Radius Map 1



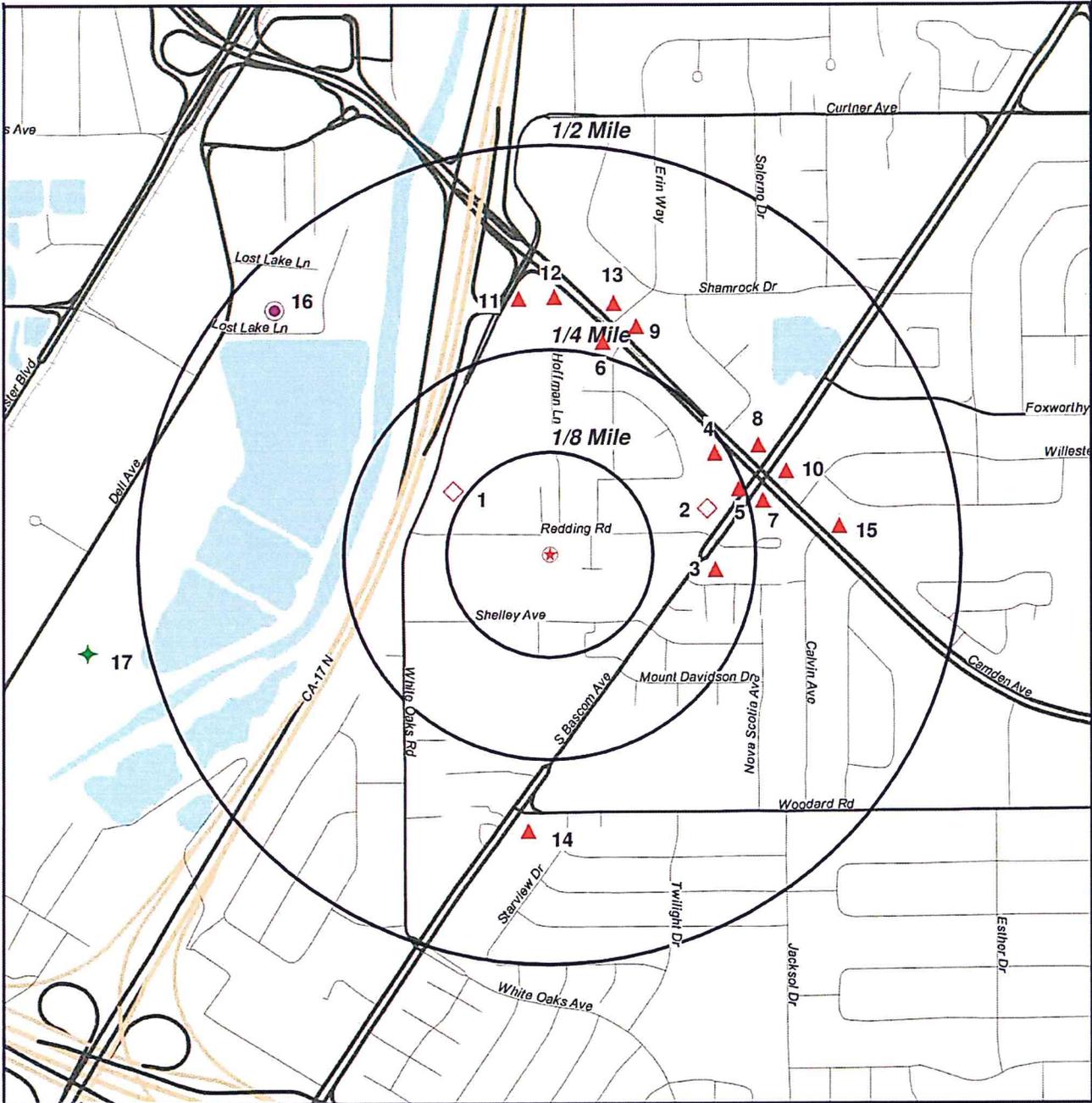
- Target Property (TP)
- USTCUPA
- HISTUST
- CLEANUPSITES
- CALSITES
- ENVIROSTOR

**Phase I Environmental Site
Assessment
180 Redding Road
Campbell, California
95008**



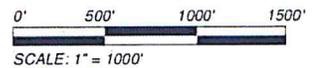
[Click here to access Satellite view](#)

Radius Map 2



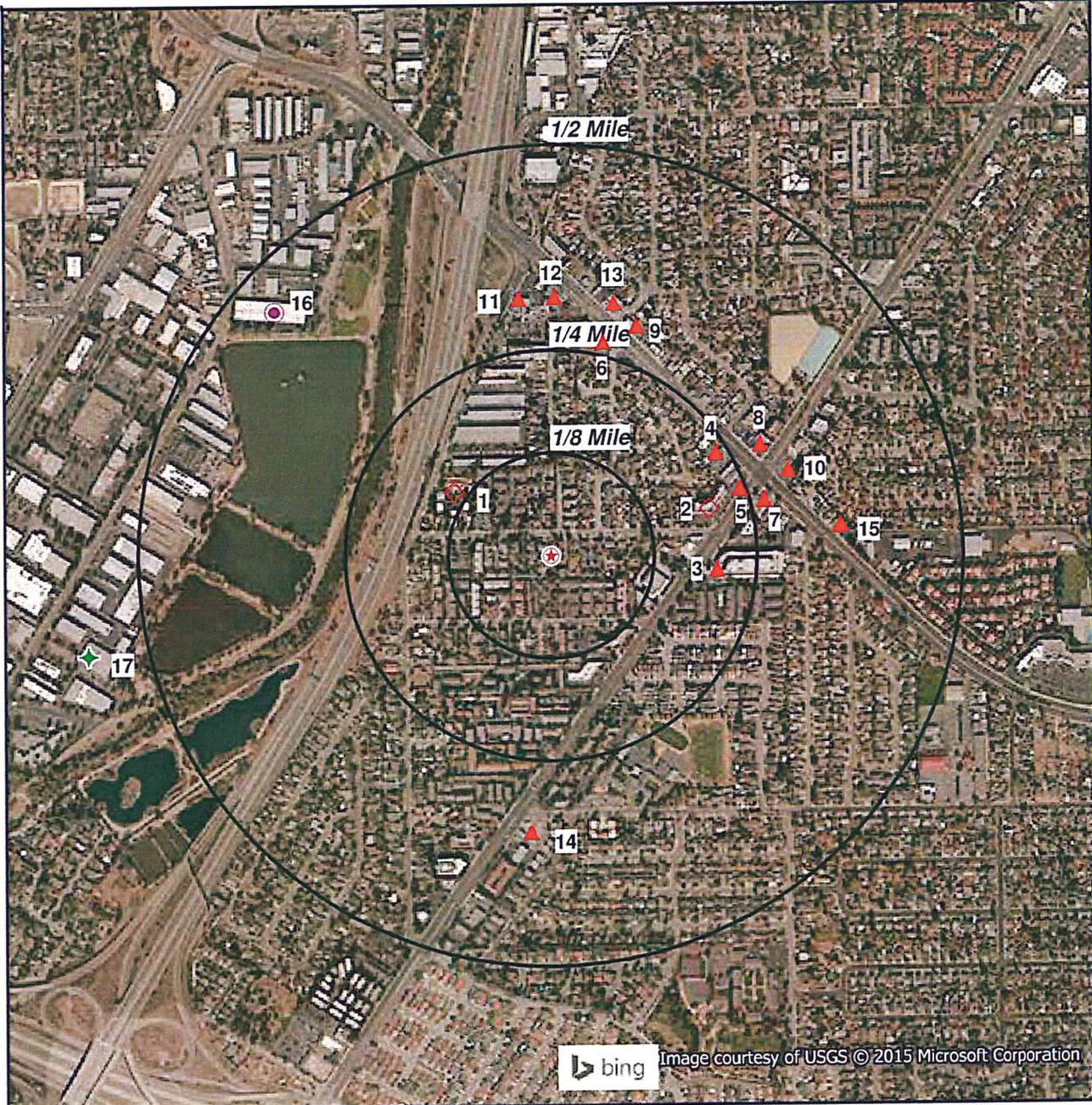
- ★ Target Property (TP)
- ◇ USTCUPA
- ◇ HISTUST
- ▲ CLEANUPSITES
- CALSITES
- ★ ENVIROSTOR

**Phase I Environmental Site
Assessment
180 Redding Road
Campbell, California
95008**



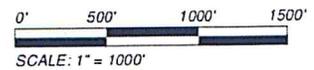
[Click here to access Satellite view](#)

Ortho Map



- ★ Target Property (TP)
- ◇ USTCUPA
- ◇ HISTUST
- ▲ CLEANUPSITES
- CALSITES
- ◆ ENVIROSTOR

Quadrangle(s): San Jose West
Phase I Environmental Site
Assessment
180 Redding Road
Campbell, California
95008



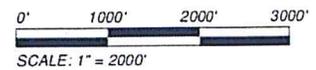
[Click here to access Satellite view](#)

Topographic Map



★ Target Property (TP)

Quadrangle(s): San Jose West
Source: USGS, 05/09/2012
Phase I Environmental Site
Assessment
180 Redding Road
Campbell, California
95008



[Click here to access Satellite view](#)

Located Sites Summary

NOTE: Standard environmental records are displayed in **bold**.

Map ID#	Database Name	Site ID#	Relative Elevation	Distance From Site	Site Name	Address	PAGE #
<u>1</u>	SWEEPS	A43-008-17719	Lower (245 ft.)	0.143 mi. NW (755 ft.)	SERVICAR	1506 WHITE OAKS RD, CAMPBELL, CA 95008	<u>21</u>
<u>1</u>	USTCUPA	2689310899	Lower (245 ft.)	0.14 mi. NW (739 ft.)	DURHAM TRANSPORTATION	1506 WHITE OAKS RD, CAMPBELL, CA 95008	<u>22</u>
<u>1</u>	HISTUST	000207D7	Lower (245 ft.)	0.143 mi. NW (755 ft.)	SERVICAR	1506 WHITE OAKS RD, CAMPBELL, CA 95008	<u>23</u>
<u>2</u>	HISTUST	0002CF71	Lower (241 ft.)	0.2 mi. E (1056 ft.)	CAMBRIAN NURSERY AND FLORIST	3175 SOUTH BASCOM AVENUE, CAMPBELL, CA 95008	<u>25</u>
<u>3</u>	CORTESE	43-2205	Lower (245 ft.)	0.203 mi. E (1072 ft.)	CROFT EQUIPMENT RENTALS	3260 BASCOM, SAN JOSE, CA 95124	<u>27</u>
<u>3</u>	LUST	T0608598719	Lower (245 ft.)	0.203 mi. E (1072 ft.)	CROFT EQUIPMENT RENTALS	3260 BASCOM AVE, SAN JOSE, CA 95124	<u>28</u>
<u>3</u>	LUST	T0608502023	Lower (245 ft.)	0.203 mi. E (1072 ft.)	CROFT EQUIPMENT RENTALS	3260 BASCOM AVE S, SAN JOSE, CA 95124	<u>30</u>
<u>3</u>	SWEEPS	A43-060-400860	Lower (245 ft.)	0.203 mi. E (1072 ft.)	CROFT RENTALS	3260 S BASCOM AVE, SAN JOSE, CA 95124	<u>32</u>
<u>3</u>	CLEANUPSITES	T0608598719	Lower (245 ft.)	0.203 mi. E (1072 ft.)	CROFT EQUIPMENT RENTALS	3260 BASCOM AVE, SAN JOSE, CA 95124	<u>33</u>
<u>4</u>	CORTESE	43-1356	Lower (238 ft.)	0.234 mi. NE (1236 ft.)	SMOG DOCTOR	2270 CAMDEN, SAN JOSE, CA 95008	<u>34</u>
<u>4</u>	HISTUST	00020676	Lower (238 ft.)	0.234 mi. NE (1236 ft.)	FILLEM UP	2270 CAMDEN AVE, CAMPBELL, CA 95008	<u>35</u>
<u>4</u>	HISTUST	0002CE40	Lower (238 ft.)	0.234 mi. NE (1236 ft.)	PERFECT TIMING	2270 CAMDEN AVE, CAMPBELL, CA 95008	<u>38</u>
<u>4</u>	LUST	T0608501333	Lower (238 ft.)	0.234 mi. NE (1236 ft.)	SMOG DOCTOR	2270 CAMDEN AVE, SAN JOSE, CA 95124	<u>41</u>
<u>4</u>	SWEEPS	I43-060-401681	Lower (238 ft.)	0.234 mi. NE (1236 ft.)	SMOG DOCTOR INC	2270 CAMDEN AVE, SAN JOSE, CA 95124	<u>43</u>
<u>4</u>	SWEEPS	A43-000-42885	Lower (238 ft.)	0.234 mi. NE (1236 ft.)	PERFECT TIMING	2270 CAMDEN AVE, CAMPBELL, CA 95008	<u>44</u>
<u>4</u>	CLEANUPSITES	T0608501333	Lower (238 ft.)	0.234 mi. NE (1236 ft.)	SMOG DOCTOR	2270 CAMDEN AVE, SAN JOSE, CA 95124	<u>45</u>
<u>5</u>	CORTESE	43-0236	Lower (239 ft.)	0.243 mi. E (1283 ft.)	CAMBRIAN NURSERY	3175 BASCOM, SAN JOSE, CA	<u>47</u>
<u>5</u>	LUST	T0608502223	Lower (239 ft.)	0.243 mi. E (1283 ft.)	CAMBRIAN NURSERY	3175 S BASCOM AVE, SAN JOSE, CA 95101	<u>48</u>
<u>5</u>	CLEANUPSITES	T0608502223	Lower (239 ft.)	0.243 mi. E (1283 ft.)	CAMBRIAN NURSERY	3175 S BASCOM AVE, SAN JOSE, CA 95101	<u>50</u>
<u>6</u>	CORTESE	43-0749	Lower (233 ft.)	0.264 mi. N (1394 ft.)	JIFFY LUBE	1387 CAMDEN, CAMPBELL, CA	<u>52</u>
<u>6</u>	LUST	T0608500295	Lower (233 ft.)	0.264 mi. N (1394 ft.)	JIFFY LUBE	1387 CAMDEN, CAMPBELL, CA 95008	<u>53</u>
<u>6</u>	LUST	T0608500775	Lower (233 ft.)	0.264 mi. N (1394 ft.)	JIFFY LUBE	1387 CAMDEN AVE, CAMPBELL, CA 95008	<u>55</u>
<u>6</u>	CLEANUPSITES	T0608500295	Lower (233 ft.)	0.264 mi. N (1394 ft.)	JIFFY LUBE	1387 CAMDEN AVE., CAMPBELL, CA 95008	<u>57</u>
<u>7</u>	CLEANUPSITES	T0608535477	Lower (240 ft.)	0.266 mi. E (1404 ft.)	CHEVRON #9-0835	3160 BASCOM AVENUE, SAN JOSE, CA 95124	<u>61</u>
<u>7</u>	CLEANUPSITES	T0608501827	Lower (240 ft.)	0.266 mi. E (1404 ft.)	CHEVRON	3160 BASCOM AVE S, SAN JOSE, CA 95124	<u>64</u>

Located Sites Summary

Z	CORTESE	43-1975	Lower (240 ft.)	0.266 mi. E (1404 ft.)	CHEVRON	3160 BASCOM, SAN JOSE, CA	<u>66</u>
Z	LUST	T0608535477	Lower (240 ft.)	0.266 mi. E (1404 ft.)	CHEVRON #9-0835	3160 BASCOM, SAN JOSE, CA 95124	<u>67</u>
Z	LUST	T0608501827	Lower (240 ft.)	0.266 mi. E (1404 ft.)	CHEVRON	3160 BASCOM AVE S, SAN JOSE, CA 95124	<u>69</u>
Z	CLEANUPSITE S	T0602991974	Lower (240 ft.)	0.266 mi. E (1404 ft.)	EXETER GROVES #1	HART AND KYTE ST, MCFARLAND, CA 93215	<u>71</u>
8	CLEANUPSITE S	T0608501521	Lower (237 ft.)	0.286 mi. NE (1510 ft.)	UNOCAL #4328	3145 S BASCOM AVE, SAN JOSE, CA 95101	<u>73</u>
8	CORTESE	43-2109	Lower (237 ft.)	0.286 mi. NE (1510 ft.)	UNOCAL	3145 B BASCOM, SAN JOSE, CA	<u>75</u>
8	CORTESE	43-1559	Lower (237 ft.)	0.286 mi. NE (1510 ft.)	UNOCAL	3145 BASCOM, CAMPBELL, CA 95008	<u>76</u>
8	LUST	T0608501937	Lower (237 ft.)	0.286 mi. NE (1510 ft.)	UNOCAL #4328	3145 S BASCOM AVE, SAN JOSE, CA 95101	<u>77</u>
8	LUST	T0608501521	Lower (237 ft.)	0.286 mi. NE (1510 ft.)	UNOCAL #4328	3145 S BASCOM AVE, SAN JOSE, CA 95101	<u>79</u>
8	CLEANUPSITE S	T0608501937	Lower (237 ft.)	0.286 mi. NE (1510 ft.)	UNOCAL #4328	3145 S BASCOM AVE, SAN JOSE, CA 95101	<u>81</u>
9	CLEANUPSITE S	T0608500344	Lower (231 ft.)	0.295 mi. N (1558 ft.)	CHEVRON #9-8354	1402 CAMDEN AVENUE, CAMPBELL, CA 95008	<u>82</u>
9	CORTESE	43-0287	Lower (231 ft.)	0.295 mi. N (1558 ft.)	CHEVRON	1402 CAMDEN, CAMPBELL, CA 94583	<u>87</u>
9	LUST	T0608500344	Lower (231 ft.)	0.295 mi. N (1558 ft.)	CHEVRON #9-8354	1402 CAMDEN, CAMPBELL, CA 95008	<u>88</u>
9	LUST	T0608502222	Lower (231 ft.)	0.295 mi. N (1558 ft.)	CHEVRON #9-8354	1402 CAMDEN AVE, SAN JOSE, CA 95124	<u>90</u>
9	CLEANUPSITE S	T0608502222	Lower (231 ft.)	0.295 mi. N (1558 ft.)	CHEVRON #9-8354	1402 CAMDEN AVE, SAN JOSE, CA 95124	<u>92</u>
10	CORTESE	43-1090	Lower (237 ft.)	0.304 mi. E (1605 ft.)	QUALITY TUNE UP	3146 BASCOM, SAN JOSE, CA 95124	<u>94</u>
10	LUST	T0608501082	Lower (237 ft.)	0.304 mi. E (1605 ft.)	QUALITY TUNE-UP #4	3146 S BASCOM AVE, SAN JOSE, CA 95118	<u>95</u>
10	CLEANUPSITE S	T0608501082	Lower (237 ft.)	0.305 mi. E (1610 ft.)	QUALITY TUNE-UP #4	3146 S BASCOM AVE, SAN JOSE, CA 95118	<u>97</u>
11	CLEANUPSITE S	T10000005716	Lower (236 ft.)	0.312 mi. N (1647 ft.)	MIDAS	1236 WHITE OAKS, CAMPBELL, CA 95008	<u>99</u>
12	CORTESE	43-0003	Lower (234 ft.)	0.312 mi. N (1647 ft.)	4 DAY TIRE STORE	1311 CAMDEN, CAMPBELL, CA	<u>101</u>
12	LUST	T0608500075	Lower (234 ft.)	0.312 mi. N (1647 ft.)	4 DAY TIRE STORE	1311 CAMDEN AVE, CAMPBELL, CA 95008	<u>102</u>
12	CLEANUPSITE S	T0608500075	Lower (234 ft.)	0.312 mi. N (1647 ft.)	4 DAY TIRE STORE	1311 CAMDEN AVE, CAMPBELL, CA 95008	<u>104</u>
13	CORTESE	43-0156	Lower (232 ft.)	0.314 mi. N (1658 ft.)	BEACON	1370 CAMDEN, SAN JOSE, CA 95008	<u>106</u>
13	LUST	T0608500222	Lower (232 ft.)	0.314 mi. N (1658 ft.)	BEACON	1370 CAMDEN, CAMPBELL, CA 95008	<u>107</u>
13	CLEANUPSITE S	T0608500222	Lower (232 ft.)	0.314 mi. N (1658 ft.)	BEACON - 1370 CAMDEN	1370 CAMDEN AVENUE, CAMPBELL, CA 95008	<u>109</u>
14	CORTESE	43-0529	Higher (265 ft.)	0.34 mi. S (1795 ft.)	EXXON	3702 BASCOM, SAN JOSE, CA 95124	<u>112</u>

Located Sites Summary

<u>14</u>	LUST	T0608500571	Higher (265 ft.)	0.34 mi. S (1795 ft.)	EXXON #7-1445	3702 S BASCOM AVE, SAN JOSE, CA 95124	<u>113</u>
<u>14</u>	CLEANUPSITE S	T0608500571	Higher (265 ft.)	0.34 mi. S (1795 ft.)	EXXON #7-1445	3702 S BASCOM AVE, SAN JOSE, CA 95124	<u>115</u>
<u>15</u>	CORTESE	43-0242	Lower (238 ft.)	0.354 mi. E (1869 ft.)	CAMPBELL UNIFIED SCHOOL D	2225 CAMDEN, SAN JOSE, CA	<u>117</u>
<u>15</u>	LUST	T0608500301	Lower (238 ft.)	0.354 mi. E (1869 ft.)	CAMPBELL UNIFIED SCHOOL DISTRICT	2225 CAMDEN AVE, SAN JOSE, CA 95124	<u>118</u>
<u>15</u>	CLEANUPSITE S	T0608500301	Lower (238 ft.)	0.354 mi. E (1869 ft.)	CAMPBELL UNIFIED SCHOOL DISTRICT	2225 CAMDEN AVE, SAN JOSE, CA 95124	<u>120</u>
<u>16</u>	CALSITES	43360018	Lower (234 ft.)	0.447 mi. NW (2360 ft.)	HAWKES MAGNETIC	1190 DELL AVENUE, CAMPBELL, CA 95008	<u>122</u>
<u>16</u>	REF	000043360018	Lower (234 ft.)	0.447 mi. NW (2360 ft.)	HAWKES MAGNETIC	1190 DELL AVENUE, CAMPBELL, CA 95008	<u>123</u>
<u>16</u>	CERCLIS	CAD981368400	Lower (234 ft.)	0.447 mi. NW (2360 ft.)	AMERICAN AUTOMATED INDUSTRIES	1190 DELL AVE, CAMPBELL, CA 95008	<u>124</u>
<u>16</u>	NFRAP	CAD981368400	Lower (234 ft.)	0.447 mi. NW (2360 ft.)	AMERICAN AUTOMATED INDUSTRIES	1190 DELL AVE, CAMPBELL, CA 95008	<u>125</u>
<u>16</u>	ENVIROSTOR	43360018	Lower (234 ft.)	0.447 mi. NW (2360 ft.)	HAWKES MAGNETIC	1190 DELL AVENUE, CAMPBELL, CA 95008	<u>126</u>
<u>17</u>	ENVIROSTOR	71003078	Higher (248 ft.)	0.573 mi. W (3025 ft.)	ASHLAND CHEMICAL CO., CAMPBELL	1600 DELL AVENUE, CAMPBELL, CA 95008	<u>127</u>
<u>18</u>	ENVIROSTOR	71002130	Lower (220 ft.)	0.767 mi. N (4050 ft.)	PACIFIC AEROSPACE SVCS., INC.	354 MCGLINCEY LANE, CAMPBELL, CA 95008	<u>128</u>
<u>18</u>	ENVIROSTOR	60000368	Lower (220 ft.)	0.767 mi. N (4050 ft.)	PACIFIC AEROSPACE SERVICES	354 EAST MCGLINCEY LANE, CAMPBELL, CA 95008	<u>129</u>
<u>19</u>	ENVIROSTOR	71003650	Higher (263 ft.)	0.833 mi. W (4398 ft.)	SILICON GENESIS CORP.	590 DIVISION STREET, CAMPBELL, CA 95008	<u>130</u>

Elevation Summary

Target Property Elevation: 246 ft.

NOTE: Standard environmental records are displayed in bold.

EQUAL/HIGHER ELEVATION

Map ID#	Database Name	Elevation	Site Name	Address	Page #
<u>1</u>	SWEEPS	245 ft.	SERVICAR	1506 WHITE OAKS RD, CAMPBELL, CA 95008	<u>21</u>
<u>1</u>	USTCUPA	245 ft.	DURHAM TRANSPORTATION	1506 WHITE OAKS RD, CAMPBELL, CA 95008	<u>22</u>
<u>1</u>	HISTUST	245 ft.	SERVICAR	1506 WHITE OAKS RD, CAMPBELL, CA 95008	<u>23</u>
<u>3</u>	CORTESE	245 ft.	CROFT EQUIPMENT RENTALS	3260 BASCOM, SAN JOSE, CA 95124	<u>27</u>
<u>3</u>	LUST	245 ft.	CROFT EQUIPMENT RENTALS	3260 BASCOM AVE, SAN JOSE, CA 95124	<u>28</u>
<u>3</u>	LUST	245 ft.	CROFT EQUIPMENT RENTALS	3260 BASCOM AVE S, SAN JOSE, CA 95124	<u>30</u>
<u>3</u>	SWEEPS	245 ft.	CROFT RENTALS	3260 S BASCOM AVE, SAN JOSE, CA 95124	<u>32</u>
<u>3</u>	CLEANUPSITES	245 ft.	CROFT EQUIPMENT RENTALS	3260 BASCOM AVE, SAN JOSE, CA 95124	<u>33</u>
<u>14</u>	CORTESE	265 ft.	EXXON	3702 BASCOM, SAN JOSE, CA 95124	<u>112</u>
<u>14</u>	LUST	265 ft.	EXXON #7-1445	3702 S BASCOM AVE, SAN JOSE, CA 95124	<u>113</u>
<u>14</u>	CLEANUPSITES	265 ft.	EXXON #7-1445	3702 S BASCOM AVE, SAN JOSE, CA 95124	<u>115</u>
<u>17</u>	ENVIROSTOR	248 ft.	ASHLAND CHEMICAL CO., CAMPBELL	1600 DELL AVENUE, CAMPBELL, CA 95008	<u>127</u>
<u>19</u>	ENVIROSTOR	263 ft.	SILICON GENESIS CORP.	590 DIVISION STREET, CAMPBELL, CA 95008	<u>130</u>

LOWER ELEVATION

Map ID#	Database Name	Elevation	Site Name	Address	Page #
<u>2</u>	HISTUST	241 ft.	CAMBRIAN NURSERY AND FLORIST	3175 SOUTH BASCOM AVENUE, CAMPBELL, CA 95008	<u>25</u>
<u>4</u>	CORTESE	238 ft.	SMOG DOCTOR	2270 CAMDEN, SAN JOSE, CA 95008	<u>34</u>
<u>4</u>	HISTUST	238 ft.	FILLEM UP	2270 CAMDEN AVE, CAMPBELL, CA 95008	<u>35</u>
<u>4</u>	HISTUST	238 ft.	PERFECT TIMING	2270 CAMDEN AVE, CAMPBELL, CA 95008	<u>38</u>
<u>4</u>	LUST	238 ft.	SMOG DOCTOR	2270 CAMDEN AVE, SAN JOSE, CA 95124	<u>41</u>
<u>4</u>	SWEEPS	238 ft.	SMOG DOCTOR INC	2270 CAMDEN AVE, SAN JOSE, CA 95124	<u>43</u>
<u>4</u>	SWEEPS	238 ft.	PERFECT TIMING	2270 CAMDEN AVE, CAMPBELL, CA 95008	<u>44</u>
<u>4</u>	CLEANUPSITES	238 ft.	SMOG DOCTOR	2270 CAMDEN AVE, SAN JOSE, CA 95124	<u>45</u>
<u>5</u>	CORTESE	239 ft.	CAMBRIAN NURSERY	3175 BASCOM, SAN JOSE, CA	<u>47</u>

Elevation Summary

<u>5</u>	LUST	239 ft.	CAMBRIAN NURSERY	3175 S BASCOM AVE, SAN JOSE, CA 95101	<u>48</u>
<u>5</u>	CLEANUPSITES	239 ft.	CAMBRIAN NURSERY	3175 S BASCOM AVE, SAN JOSE, CA 95101	<u>50</u>
<u>6</u>	CORTESE	233 ft.	JIFFY LUBE	1387 CAMDEN, CAMPBELL, CA	<u>52</u>
<u>6</u>	LUST	233 ft.	JIFFY LUBE	1387 CAMDEN, CAMPBELL, CA 95008	<u>53</u>
<u>6</u>	LUST	233 ft.	JIFFY LUBE	1387 CAMDEN AVE, CAMPBELL, CA 95008	<u>55</u>
<u>6</u>	CLEANUPSITES	233 ft.	JIFFY LUBE	1387 CAMDEN AVE., CAMPBELL, CA 95008	<u>57</u>
<u>7</u>	CLEANUPSITES	240 ft.	CHEVRON #9-0835	3160 BASCOM AVENUE, SAN JOSE, CA 95124	<u>61</u>
<u>7</u>	CLEANUPSITES	240 ft.	CHEVRON	3160 BASCOM AVE S, SAN JOSE, CA 95124	<u>64</u>
<u>7</u>	CORTESE	240 ft.	CHEVRON	3160 BASCOM, SAN JOSE, CA	<u>66</u>
<u>7</u>	LUST	240 ft.	CHEVRON #9-0835	3160 BASCOM, SAN JOSE, CA 95124	<u>67</u>
<u>7</u>	LUST	240 ft.	CHEVRON	3160 BASCOM AVE S, SAN JOSE, CA 95124	<u>69</u>
<u>7</u>	CLEANUPSITES	240 ft.	EXETER GROVES #1	HART AND KYTE ST, MCFARLAND, CA 93215	<u>71</u>
<u>8</u>	CLEANUPSITES	237 ft.	UNOCAL #4328	3145 S BASCOM AVE, SAN JOSE, CA 95101	<u>73</u>
<u>8</u>	CORTESE	237 ft.	UNOCAL	3145 B BASCOM, SAN JOSE, CA	<u>75</u>
<u>8</u>	CORTESE	237 ft.	UNOCAL	3145 BASCOM, CAMPBELL, CA 95008	<u>76</u>
<u>8</u>	LUST	237 ft.	UNOCAL #4328	3145 S BASCOM AVE, SAN JOSE, CA 95101	<u>77</u>
<u>8</u>	LUST	237 ft.	UNOCAL #4328	3145 S BASCOM AVE, SAN JOSE, CA 95101	<u>79</u>
<u>8</u>	CLEANUPSITES	237 ft.	UNOCAL #4328	3145 S BASCOM AVE, SAN JOSE, CA 95101	<u>81</u>
<u>9</u>	CLEANUPSITES	231 ft.	CHEVRON #9-8354	1402 CAMDEN AVENUE, CAMPBELL, CA 95008	<u>82</u>
<u>9</u>	CORTESE	231 ft.	CHEVRON	1402 CAMDEN, CAMPBELL, CA 94583	<u>87</u>
<u>9</u>	LUST	231 ft.	CHEVRON #9-8354	1402 CAMDEN, CAMPBELL, CA 95008	<u>88</u>
<u>9</u>	LUST	231 ft.	CHEVRON #9-8354	1402 CAMDEN AVE, SAN JOSE, CA 95124	<u>90</u>
<u>9</u>	CLEANUPSITES	231 ft.	CHEVRON #9-8354	1402 CAMDEN AVE, SAN JOSE, CA 95124	<u>92</u>
<u>10</u>	CORTESE	237 ft.	QUALITY TUNE UP	3146 BASCOM, SAN JOSE, CA 95124	<u>94</u>
<u>10</u>	LUST	237 ft.	QUALITY TUNE-UP #4	3146 S BASCOM AVE, SAN JOSE, CA 95118	<u>95</u>
<u>10</u>	CLEANUPSITES	237 ft.	QUALITY TUNE-UP #4	3146 S BASCOM AVE, SAN JOSE, CA 95118	<u>97</u>
<u>11</u>	CLEANUPSITES	236 ft.	MIDAS	1236 WHITE OAKS, CAMPBELL, CA 95008	<u>99</u>
<u>12</u>	CORTESE	234 ft.	4 DAY TIRE STORE	1311 CAMDEN, CAMPBELL, CA	<u>101</u>
<u>12</u>	LUST	234 ft.	4 DAY TIRE STORE	1311 CAMDEN AVE, CAMPBELL, CA 95008	<u>102</u>
<u>12</u>	CLEANUPSITES	234 ft.	4 DAY TIRE STORE	1311 CAMDEN AVE, CAMPBELL, CA 95008	<u>104</u>
<u>13</u>	CORTESE	232 ft.	BEACON	1370 CAMDEN, SAN JOSE, CA 95008	<u>106</u>

Elevation Summary

<u>13</u>	LUST	232 ft.	BEACON	1370 CAMDEN, CAMPBELL, CA 95008	<u>107</u>
<u>13</u>	CLEANUPSITES	232 ft.	BEACON - 1370 CAMDEN	1370 CAMDEN AVENUE, CAMPBELL, CA 95008	<u>109</u>
<u>15</u>	CORTESE	238 ft.	CAMPBELL UNIFIED SCHOOL D	2225 CAMDEN, SAN JOSE, CA	<u>117</u>
<u>15</u>	LUST	238 ft.	CAMPBELL UNIFIED SCHOOL DISTRICT	2225 CAMDEN AVE, SAN JOSE, CA 95124	<u>118</u>
<u>15</u>	CLEANUPSITES	238 ft.	CAMPBELL UNIFIED SCHOOL DISTRICT	2225 CAMDEN AVE, SAN JOSE, CA 95124	<u>120</u>
<u>16</u>	CALSITES	234 ft.	HAWKES MAGNETIC	1190 DELL AVENUE, CAMPBELL, CA 95008	<u>122</u>
<u>16</u>	REF	234 ft.	HAWKES MAGNETIC	1190 DELL AVENUE, CAMPBELL, CA 95008	<u>123</u>
<u>16</u>	CERCLIS	234 ft.	AMERICAN AUTOMATED INDUSTRIES	1190 DELL AVE, CAMPBELL, CA 95008	<u>124</u>
<u>16</u>	NFRAP	234 ft.	AMERICAN AUTOMATED INDUSTRIES	1190 DELL AVE, CAMPBELL, CA 95008	<u>125</u>
<u>16</u>	ENVIROSTOR	234 ft.	HAWKES MAGNETIC	1190 DELL AVENUE, CAMPBELL, CA 95008	<u>126</u>
<u>18</u>	ENVIROSTOR	220 ft.	PACIFIC AEROSPACE SVCS., INC.	354 MCGLINCEY LANE, CAMPBELL, CA 95008	<u>128</u>
<u>18</u>	ENVIROSTOR	220 ft.	PACIFIC AEROSPACE SERVICES	354 EAST MCGLINCEY LANE, CAMPBELL, CA 95008	<u>129</u>

Statewide Environmental Evaluation and Planning System (SWEEPS)

MAP ID# 1

Distance from Property: 0.143 mi. (755 ft.) NW
Elevation: 245 ft. (Lower than TP)

FACILITY INFORMATION

FACILITY #: 17719
BOE: 44-026300
NAME: SERVICAR
ADDRESS: 1506 WHITE OAKS RD
CAMPBELL, CA 95008

STATUS: ACTIVE
JURISDICTION: CITY OF CAMPBELL
AGENCY: FIRE DEPARTMENT

TANK INFORMATION

TANK #: 000001
INSTALLED: NOT REPORTED
TANK USE: OIL
CONTENT: WASTE OIL

CAPACITY: 500
REMOVED: NOT REPORTED
STORAGE TYPE: WASTE
CONTAINMENT: NOT REPORTED

TANK #: 000002
INSTALLED: NOT REPORTED
TANK USE: M.V. FUEL
CONTENT: REG UNLEADED

CAPACITY: 10000
REMOVED: NOT REPORTED
STORAGE TYPE: PRODUCT
CONTAINMENT: NOT REPORTED

[Back to Report Summary](#)

Underground Storage Tanks (USTCUPA)

[MAP ID# 1](#)

Distance from Property: 0.14 mi. (739 ft.) NW
Elevation: 245 ft. (Lower than TP)

FACILITY INFORMATION

GEOSEARCH ID: 2689310899 FACILITY ID: 17
NAME: DURHAM TRANSPORTATION
ADDRESS: 1506 WHITE OAKS RD
 CAMPBELL, CA 95008
COUNTY: SANTA CLARA

FACILITY DETAILS

OTHER FACILITY NAME(S) LISTED FOR THIS SITE: DURHAM TRANSPORTATION
PERMIT AGENCY: CAMPBELL,CUPERTINO,LOS GATOS,MORGAN HILL

[Back to Report Summary](#)

Historical Underground Storage Tanks (HISTUST)

SERVICAR, 1506 WHITE OAKS RD, CAMPBELL, CA 95008
UNIQUE ID: 000207D7

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PAGE 3611 STATE WATER RESOURCES CONTROL BOARD 06/01/88
HAZARDOUS SUBSTANCE STORAGE CONTAINER INFORMATION FOR SANTA CLARA COUNTY
CONTAINER TYPES: 1, 2, 3, 4, 5
(1=FARM MOTOR VEHICLE FUEL TANKS, 2=ALL OTHER PRODUCT TANKS, 3=WASTE TANKS, 4=SP. PS, 5=PITS, PONDS, LAGOONS & OTHERS)

***** OWNER ASSIGNED CONTAINER NUMBER: 2 ***** STATE BOARD ASSIGNED CONTAINER ID NUMBER: 0000017719002 *****

IV DESCRIPTION
A. CONTAINER TYPE : TANK
B. MANUFACTURER/YR OF MFG: /
C. YEAR INSTALLED : 1976
D. CAPACITY (GALLONS) : 10,000
E. REPAIRS : NONE IF YES WHEN :
F. CURRENTLY USED : YES IF NO, YEAR OF LAST USE:
G. STORES : PRODUCT
H. MOTOR VEHICLE FUEL/WASTE OIL : YES CONTAINS: REGULAR

IS CONTAINER LOCATED ON A FARM : NO

V CONTAINER CONSTRUCTION
A. THICKNESS:
B. VAULTING: UNKNOWN C. WALLING: UNKNOWN
D. MATERIAL : CARBON STEEL
E. LINING : UNKNOWN
F. WRAPPING : UNKNOWN

VI PIPING
A. ABOVEGROUND PIPING :
B. UNDERGROUND PIPING : SUCTION
C. REPAIRS : NONE IF YES, YEAR OF MOST RECENT REPAIR:

VII LEAK DETECTION
NONE

URE TEST COMPOSITION OF SUBSTANCES CURRENTLY STORED IN CONTAINER
12032 REGULAR MOTOR VEHICLE FUEL

*** f14 ***

[Back to Report Summary](#)

Historical Underground Storage Tanks (HISTUST)

MAP ID# 2

Distance from Property: 0.2 mi. (1,056 ft.) E

Elevation: 241 ft. (Lower than TP)

CAMBRIAN NURSERY AND FLORIST, 3175 SOUTH BASCOM AVENUE, CAMPBELL, CA 95008

UNIQUE ID: 0002CF71

Page 1 out of 2

PAGE 605 STATE WATER RESOURCES CONTROL BOARD 06/01/88
HAZARDOUS SUBSTANCE STORAGE CONTAINER INFORMATION FOR SANTA CLARA COUNTY
CONTAINER TYPES: 1, 2, 3, 4, 5
(1=FARM MOTOR VEHICLE FUEL TANKS, 2=ALL OTHER PRODUCT TANKS, 3=WASTE TANKS, 4=SUMPS, 5=PITS, PONDS, LAGOONS & OTHERS)

I OWNER
CAMBRIAN NURSERY INC.
2242 CAMDEN AVE. SUITE 6 SAN JOSE CA 95124

II FACILITY

CAMBRIAN NURSERY & FLORIST 3175 SOUTH BASCOM AVENUE CAMPBELL CA 95008	MAILING ADDRESS TOWNSHIP/RANGE/SECTION 2242 CAMDEN AVE. SAN JOSE CA 95124	DEALER/FOREMAN/SUPERVISOR TELEPHONE (408) 377-8426	TYPE OF BUSINESS NO. OF CONTAINERS NURSERY 2
-----------------------------------------------------------------------------	------------------------------------------------------------------------------------	----------------------------------------------------------	-------------------------------------------------------

CROSS STREET :

III 24-HR. CONTACT PERSON / TELEPHONE
DAY: KIKUCHI, GEORGE (408) 377-8426 NIGHT: KIKUCHI, GEORGE (408) 246-3511

***** OWNER ASSIGNED CONTAINER NUMBER: 1 ***** STATE BOARD ASSIGNED CONTAINER ID NUMBER: 00000067863001 *****

IV DESCRIPTION

A. CONTAINER TYPE : TANK	E. REPAIRS : NONE IF YES WHEN :
B. MANUFACTURER/YR OF MFG: /	F. CURRENTLY USED : NO IF NO, YEAR OF LAST USE:
C. YEAR INSTALLED : 1960	G. STORES : WASTE
D. CAPACITY (GALLONS) : 500	H. MOTOR VEHICLE FUEL/WASTE OIL : NO CONTAINS:

IS CONTAINER LOCATED ON A FARM : NO

V CONTAINER CONSTRUCTION

A. THICKNESS: X CM	B. VAULTING: UNKNOWN	C. WALLING: UNKNOWN
D. MATERIAL : UNKNOWN		
E. LINING : UNKNOWN		
F. WRAPPING : UNKNOWN		

VI PIPING

A. ABOVEGROUND PIPING : UNKNOWN	B. UNDERGROUND PIPING :
C. REPAIRS : UNKN IF YES, YEAR OF MOST RECENT REPAIR:	

VII LEAK DETECTION
NONE

VIII VRE TEST COMPOSITION OF SUBSTANCES CURRENTLY STORED IN CONTAINER
NONE

*** 011 ***

Historical Underground Storage Tanks (HISTUST)

CAMBRIAN NURSERY AND FLORIST, 3175 SOUTH BASCOM AVENUE, CAMPBELL, CA 95008
UNIQUE ID: 0002CF71

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PAGE 606 STATE WATER RESOURCES CONTROL BOARD 06/01/88
HAZARDOUS SUBSTANCE STORAGE CONTAINER INFORMATION FOR SANTA CLARA COUNTY
CONTAINER TYPES: 1, 2, 3, 4, 5
(1=FAHM MOTOR VEHICLE FUEL TANKS, 2=ALL OTHER PRODUCT TANKS, 3=WASTE TANKS, 4=SLUMPS, 5=PITS, PONDS, LAGOONS & OTHERS)

***** OWNER ASSIGNED CONTAINER NUMBER: 2 ***** STATE BOARD ASSIGNED CONTAINER ID NUMBER: 0000067863002 *****

IV DESCRIPTION
A. CONTAINER TYPE : TANK
B. MANUFACTURER/YR OF MFG: /
C. YEAR INSTALLED : 1970
D. CAPACITY (GALLONS) : 1,000
E. REPAIRS : NONE IF YES WHEN :
F. CURRENTLY USED : YES IF NO, YEAR OF LAST USE:
G. STORES : PRODUCT
H. MOTOR VEHICLE FUEL/WASTE OIL : YES CONTAINS: UNLEADED

IS CONTAINER LOCATED ON A FARM : NO

V CONTAINER CONSTRUCTION
A. THICKNESS:
B. VAULTING: UNKNOWN C. WALLING: UNKNOWN
D. MATERIAL : UNKNOWN
E. LINING : UNKNOWN
F. WRAPPING : UNKNOWN

VI PIPING
A. ABOVEGROUND PIPING : UNKNOWN B. UNDERGROUND PIPING :
C. REPAIRS : UNKNOWN IF YES, YEAR OF MOST RECENT REPAIR:

VII LEAK DETECTION
SENSOR INSTRUMENT

URE TEST 12031 COMPOSITION OF SUBSTANCES CURRENTLY STORED IN CONTAINER
UNLEADED MOTOR VEHICLE FUEL

P

*** E11 ***

[Back to Report Summary](#)

Cortese List (CORTESE)

[MAP ID# 3](#)

Distance from Property: 0.203 mi. (1,072 ft.) E

Elevation: 245 ft. (Lower than TP)

FACILITY INFORMATION

ID#: 43-2205

NAME: CROFT EQUIPMENT RENTALS

ADDRESS: 3260 BASCOM

SAN JOSE, CA 95124

[Back to Report Summary](#)

Leaking Underground Storage Tanks (LUST)

MAP ID# 3

Distance from Property: 0.203 mi. (1,072 ft.) E
Elevation: 245 ft. (Lower than TP)

SITE INFORMATION

ID#: T0608598719 REGIONAL CASE #: NOT REPORTED LOCAL CASE #: 08S1W02L02F
SITE NAME: CROFT EQUIPMENT RENTALS RESPONSIBLE PARTY: MOCKABEE ENTERPRISES
ADDRESS: 3260 BASCOM AVE ADDRESS: 3260 BASCOM AVENUE
SAN JOSE, CA 95124
CROSS STREET: NOT REPORTED
COUNTY: SANTA CLARA
FACILITY OPERATOR: NOT REPORTED

CASE INFORMATION

CASE TYPE: SOIL IMPACTED CASE WAS REPORTED: 1997-10-20
CASE ENTERED INTO SYSTEM: NOT REPORTED CASE WAS REVIEWED: NOT REPORTED
CASE WAS CLOSED: 1998-01-06
ENFORCEMENT TYPE: NOT REPORTED
ENFORCEMENT BEGAN: NOT REPORTED
FUNDING TYPE: NOT REPORTED
REGIONAL BOARD RESPONSIBLE FOR CASE: SAN FRANCISCO BAY REGIONAL WATER QUALITY CONTROL BOARD
PROGRAM FOR THE CASE: LUST - LEAKING UNDERGROUND STORAGE TANK PROGRAM
INTERIM FOR THE CASE: NOT REPORTED
CURRENT STATUS: 9 - CASE CLOSED
LEAD AGENCY: LOCAL AGENCY LEAD LOCAL AGENCY: SANTA CLARA VALLEY WATER DISTRICT
UNDERGROUND STORAGE TANK PROGRAM UNIT
MTBE CLASSIFICATION: NOT REPORTED
MAXIMUM MTBE CONCENTRATION WAS FOUND: NOT REPORTED
MAXIMUM GROUNDWATER CONCENTRATION OF MTBE: NOT REPORTED
MAXIMUM SOIL CONCENTRATION OF MTBE: NOT REPORTED
NUMBER OF MTBE ANALYTICAL RESULTS: 0 MTBE TESTED: NOT TESTED
NUMBER OF GASOLINE ANALYTICAL RESULTS: 1
CASE SUMMARY: NOT REPORTED

LEAKING TANK INFORMATION

HOW THE CASE/LEAK WAS DISCOVERED: NOT REPORTED DATE LEAK WAS DISCOVERED: NOT REPORTED
HOW THE CASE/LEAK WAS STOPPED: NOT REPORTED LEAK WAS STOPPED: NOT REPORTED
CAUSE OF LEAK: NOT REPORTED SOURCE OF LEAK: NOT REPORTED
LEAK CONFIRMATION: NOT REPORTED
SUBSTANCE/S RELEASED: GASOLINE - AUTOMOTIVE
QUANTITY OF SUBSTANCE RELEASED: NOT REPORTED

SITE ASSESSMENT AND REMEDIAL ACTION INFORMATION

PRELIMINARY SITE ASSESSEMENT WORKPLAN SUBMITTED: NOT REPORTED
PRELIMINARY SITE ASSESSEMENT UNDERWAY: NOT REPORTED
REMEDIAL ACTION UNDERWAY: NOT REPORTED POLLUTION CHARACTERIZATION: NOT REPORTED
REMEDICATION PLAN: NOT REPORTED VERIFICATION MONITORING UNDERWAY: NOT REPORTED
CLEANUP FUND ID: NOT REPORTED PRIORITY: NOT REPORTED
ABATEMENT METHOD: NOT REPORTED

Leaking Underground Storage Tanks (LUST)

ADDITIONAL INFORMATION

WATER SYSTEM ID #: **NOT REPORTED**

WATER WELL ID #: **NOT REPORTED**

WATER SYSTEM FOR THE NEAREST PUBLIC DRINKING WATER WELL: **NOT REPORTED**

WELL NAME FOR THE NEAREST DRINKING WATER WELL: **NOT REPORTED**

DISTANCE TO NEAREST DRINKING WATER WELL: **0**

GROUNDWATER BASIN: **NOT REPORTED**

BENEFICIAL USE: **MUNICIPAL AND DOMESTIC SUPPLY**

[Back to Report Summary](#)

Leaking Underground Storage Tanks (LUST)

MAP ID# 3

Distance from Property: 0.203 mi. (1,072 ft.) E
Elevation: 245 ft. (Lower than TP)

SITE INFORMATION

ID#: T0608502023 REGIONAL CASE #: 43-2205 LOCAL CASE #: 43-2205
SITE NAME: CROFT EQUIPMENT RENTALS RESPONSIBLE PARTY: NOT REPORTED
ADDRESS: 3260 BASCOM AVE S ADDRESS: NOT REPORTED
SAN JOSE, CA 95124
CROSS STREET: NOT REPORTED
COUNTY: SANTA CLARA
FACILITY OPERATOR: NOT REPORTED

CASE INFORMATION

CASE TYPE: UNDETERMINED CASE WAS REPORTED: 01/13/98
CASE ENTERED INTO SYSTEM: 01/13/98 CASE WAS REVIEWED: NOT REPORTED
CASE WAS CLOSED: 01/12/98
ENFORCEMENT TYPE: NOT REPORTED
ENFORCEMENT BEGAN: NOT REPORTED
FUNDING TYPE: NOT REPORTED
REGIONAL BOARD RESPONSIBLE FOR CASE: NOT REPORTED
PROGRAM FOR THE CASE: NOT REPORTED
INTERIM FOR THE CASE: N = NO INTER
CURRENT STATUS: 9 - CASE CLOSED
LEAD AGENCY: LOCAL AGENCY LEAD LOCAL AGENCY: NOT REPORTED
MTBE CLASSIFICATION: NOT REPORTED
MAXIMUM MTBE CONCENTRATION WAS FOUND: NOT REPORTED
MAXIMUM GROUNDWATER CONCENTRATION OF MTBE: NOT REPORTED
MAXIMUM SOIL CONCENTRATION OF MTBE: NOT REPORTED
NUMBER OF MTBE ANALYTICAL RESULTS: 0 MTBE TESTED: NOT TESTED
NUMBER OF GASOLINE ANALYTICAL RESULTS: NOT REPORTED
CASE SUMMARY: NOT REPORTED

LEAKING TANK INFORMATION

HOW THE CASE/LEAK WAS DISCOVERED: TANK CLOSURE DATE LEAK WAS DISCOVERED: 01/13/98
HOW THE CASE/LEAK WAS STOPPED: CLOSE TANK LEAK WAS STOPPED: 01/13/98
CAUSE OF LEAK: OVERFILL SOURCE OF LEAK: TANK
LEAK CONFIRMATION: NOT REPORTED
SUBSTANCE/S RELEASED: GASOLINE - AUTOMOTIVE
QUANTITY OF SUBSTANCE RELEASED: NOT REPORTED

SITE ASSESSMENT AND REMEDIAL ACTION INFORMATION

PRELIMINARY SITE ASSESSEMENT WORKPLAN SUBMITTED: NOT REPORTED
PRELIMINARY SITE ASSESSEMENT UNDERWAY: NOT REPORTED
REMEDIAL ACTION UNDERWAY: NOT REPORTED POLLUTION CHARACTERIZATION: NOT REPORTED
REMEDICATION PLAN: NOT REPORTED VERIFICATION MONITORING UNDERWAY: NOT REPORTED
CLEANUP FUND ID: NOT REPORTED PRIORITY: NOT REPORTED
ABATEMENT METHOD: NO ACTION

Leaking Underground Storage Tanks (LUST)

ADDITIONAL INFORMATION

WATER SYSTEM ID #: NOT REPORTED

WATER WELL ID #: NOT REPORTED

WATER SYSTEM FOR THE NEAREST PUBLIC DRINKING WATER WELL: NOT REPORTED

WELL NAME FOR THE NEAREST DRINKING WATER WELL: NOT REPORTED

DISTANCE TO NEAREST DRINKING WATER WELL: 7428.12822618732

GROUNDWATER BASIN: NOT REPORTED

BENEFICIAL USE: NOT REPORTED

[Back to Report Summary](#)

Statewide Environmental Evaluation and Planning System (SWEEPS)

MAP ID# 3

Distance from Property: 0.203 mi. (1,072 ft.) E
Elevation: 245 ft. (Lower than TP)

FACILITY INFORMATION

FACILITY #: 400860

STATUS: ACTIVE

BOE: NOT REPORTED

JURISDICTION: CITY OF SAN JOSE

NAME: CROFT RENTALS

AGENCY: HAZARDOUS MATERIALS PROGRAM

ADDRESS: 3260 S BASCOM AVE

SAN JOSE, CA 95124

TANK INFORMATION

TANK #: 000001

CAPACITY: 3000

INSTALLED: NOT REPORTED

REMOVED: NOT REPORTED

TANK USE: M.V. FUEL

STORAGE TYPE: PRODUCT

CONTENT: LEADED

CONTAINMENT: NOT REPORTED

[Back to Report Summary](#)

GeoTracker Cleanup Sites (CLEANUPSITES)

MAP ID# 3

Distance from Property: 0.203 mi. (1,072 ft.) E
Elevation: 245 ft. (Lower than TP)

FACILITY INFORMATION

GLOBAL ID: T0608598719
BUSINESS NAME: CROFT EQUIPMENT RENTALS
ADDRESS: 3260 BASCOM AVE
SAN JOSE, CA 95124
COUNTY: SANTA CLARA

FACILITY DETAILS

CASE TYPE: LUST CLEANUP SITE
CASE NUMBER: NOT REPORTED
STATUS: COMPLETED - CASE CLOSED 1/6/1998
POTENTIAL CONTAMINATION:
GASOLINE
POTENTIAL MEDIA AFFECTED:
SOIL
SITE HISTORY:
NOT REPORTED

REGULATORY ACTIVITIES

TYPE OF ACTION:	DATE:	ACTION:
OTHER	01/01/50	LEAK REPORTED
OTHER	10/20/1997	LEAK REPORTED

STATUS HISTORY

STATUS:	DATE:
COMPLETED - CASE CLOSED	01/06/1998
OPEN - CASE BEGIN DATE	10/20/1997

CONTACT DETAILS

ORGANIZATION: SANTA CLARA COUNTY LOP
ADDRESS: 1555 BERGER DRIVE, SUITE 300
CITY: SAN JOSE
CONTACT NAME: UST CASE WORKER
CONTACT TYPE: LOCAL AGENCY CASEWORKER
CONTACT PHONE: 408-918-3400
EMAIL: NOT REPORTED
ORGANIZATION: SAN FRANCISCO BAY RWQCB (REGION 2)
ADDRESS: 1515 CLAY STREET, SUITE 1400
CITY: OAKLAND
CONTACT NAME: ZSC
CONTACT TYPE: REGIONAL BOARD CASEWORKER
CONTACT PHONE: NOT REPORTED
EMAIL: NOT REPORTED

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Cortese List (CORTESE)

MAP ID# 4

Distance from Property: 0.234 mi. (1,236 ft.) NE
Elevation: 238 ft. (Lower than TP)

FACILITY INFORMATION

ID#: 43-1356

NAME: SMOG DOCTOR

ADDRESS: 2270 CAMDEN

SAN JOSE, CA 95008

[Back to Report Summary](#)

Historical Underground Storage Tanks (HISTUST)

MAP ID# 4

Distance from Property: 0.234 mi. (1,236 ft.) NE
Elevation: 238 ft. (Lower than TP)

FILLEM UP, 2270 CAMDEN AVE, CAMPBELL, CA 95008
UNIQUE ID: 00020676

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*** I03 ***

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STATE WATER RESOURCES CONTROL BOARD
HAZARDOUS SUBSTANCE STORAGE CONTAINER INFORMATION FOR SANTA CLARA COUNTY
CONTAINER TYPES: 1-2-3-4-5

06/01/88

(1)-FARM MOTOR VEHICLE FUEL TANKS, 2-ALL OTHER PRODUCT TANKS, 3-STE TANKS, 4-SUMPS, 5-PITS, PONDS, LAGOONS & OTHERS

I OWNER
MAZIMIAN AKDAR
2270 CAMDEN AVE.
CAMPBELL CA 95008

II FACILITY

FILL'EM UP 2270 CAMDEN AVE. CAMPBELL CA 95008	MAILING ADDRESS TOWNSHIP/RANGE/SECTION 2270 CAMDEN AVE. CAMPBELL CA 95008	DEALER/FOREMAN/SUPERVISOR TELEPHONE SON BUI (408) 559-0106	TYPE OF BUSINESS NO. OF CONTAINERS GASOLINE STATION 4
-----------------------------------------------------	------------------------------------------------------------------------------------	---------------------------------------------------------------------	----------------------------------------------------------------

III 24-HR. CONTACT PERSON / TELEPHONE
DAY: SUSIE, BJI (408) 746-6848 NIGHT: BUI SON (408) 987-1694

***** OWNER ASSIGNED CONTAINER NUMBER: 1 ***** STATE BOARD ASSIGNED CONTAINER ID NUMBER: D0000052418001 *****

IV DESCRIPTION

A. CONTAINER TYPE : TANK	E. REPAIRS : UNKN IF YES WHEN :
B. MANUFACTURER/YR OF MFG: /	F. CURRENTLY USED : YES / NO, YEAR OF LAST USE:
C. YEAR INSTALLED : UNK	G. STORED : PRODUCT
D. CAPACITY (GALLONS) : 6,000	H. MOTOR VEHICLE FUEL/WASTE OIL : YES CONTAINS: REGULAR

IS CONTAINER LOCATED ON A FARM : NO

V CONTAINER CONSTRUCTION

A. THICKNESS:	B. VAULTING: VAULTED	C. WALLING: UNKNOWN
D. MATERIAL : UNKNOWN		
E. LINING : UNKNOWN		
F. WRAPPING : UNKNOWN		

VI PIPING

A. ABOVEGROUND PIPING :	B. UNDERGROUND PIPING : UNKNOWN
C. REPAIRS : UNKN IF YES, YEAR OF MOST RECENT REPAIR:	

VII LEAK DETECTION
PRESSURE TEST

URE TEST COMPOSITION OF SUBSTANCES CURRENTLY STORED IN CONTAINER
12032 REGULAR MOTOR VEHICLE FUEL

*** J03 ***

Historical Underground Storage Tanks (HISTUST)

FILLEM UP, 2270 CAMDEN AVE, CAMPBELL, CA 95008
UNIQUE ID: 00020676

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*** J03 ***

PAGE 3182 STATE WATER RESOURCES CONTROL BOARD 06/01/88
HAZARDOUS SUBSTANCE STORAGE CONTAINER INFORMATION FOR SANTA CLARA COUNTY
CONTAINER TYPES: 1, 2, 3, 4, 5
(1=FARM MOTOR VEHICLE FUEL TANKS, 2=ALL OTHER PRODUCT TANKS, 3=WASTE TANKS, 4=SUMPS, 5=PITS, PONDS, LAGOONS & OTHERS)

***** OWNER ASSIGNED CONTAINER NUMBER: 2 ***** STATE BOARD ASSIGNED CONTAINER ID NUMBER: 0000052418002 *****

IV DESCRIPTION
A. CONTAINER TYPE : TANK
B. MANUFACTURER/YR OF MFG: /
C. YEAR INSTALLED : UNK
D. CAPACITY (GALLONS) : 4,000
E. REPAIRS : UNKN IF YES WHEN :
F. CURRENTLY USED : YES IF NO, YEAR OF LAST USE:
G. STORES : PRODUCT
H. MOTOR VEHICLE FUEL/WASTE OIL : YES CONTAINS: UNLEADED

IS CONTAINER LOCATED ON A FARM : NO

V CONTAINER CONSTRUCTION
A. THICKNESS:
D. MATERIAL : UNKNOWN
E. LINING : UNKNOWN
F. WRAPPING : UNKNOWN
B. VAULTING: VAULTED
C. WALLING: UNKNOWN

VI PIPING
A. ABOVEGROUND PIPING :
C. REPAIRS : UNKN IF YES, YEAR OF MOST RECENT REPAIR:
B. UNDERGROUND PIPING : UNKNOWN

VII LEAK DETECTION
PRESSURE TEST P

URE TEST COMPOSITION OF SUBSTANCES CURRENTLY STORED IN CONTAINER
12031 UNLEADED MOTOR VEHICLE FUEL

***** OWNER ASSIGNED CONTAINER NUMBER: 3 ***** STATE BOARD ASSIGNED CONTAINER ID NUMBER: 0000052418003 *****

IV DESCRIPTION
A. CONTAINER TYPE : TANK
B. MANUFACTURER/YR OF MFG: /
C. YEAR INSTALLED : UNK
D. CAPACITY (GALLONS) : 4,000
E. REPAIRS : UNKN IF YES WHEN :
F. CURRENTLY USED : YES IF NO, YEAR OF LAST USE:
G. STORES : PRODUCT
H. MOTOR VEHICLE FUEL/WASTE OIL : YES CONTAINS: UNLEADED

IS CONTAINER LOCATED ON A FARM : NO

V CONTAINER CONSTRUCTION
A. THICKNESS:
D. MATERIAL : UNKNOWN
E. LINING : UNKNOWN
F. WRAPPING : UNKNOWN
B. VAULTING: VAULTED
C. WALLING: UNKNOWN

VI PIPING
A. ABOVEGROUND PIPING :
C. REPAIRS : UNKN IF YES, YEAR OF MOST RECENT REPAIR:
B. UNDERGROUND PIPING : UNKNOWN

VII LEAK DETECTION
PRESSURE TEST P

URE TEST COMPOSITION OF SUBSTANCES CURRENTLY STORED IN CONTAINER
12031 UNLEADED MOTOR VEHICLE FUEL

*** K03 ***

Historical Underground Storage Tanks (HISTUST)

FILLEM UP, 2270 CAMDEN AVE, CAMPBELL, CA 95008
UNIQUE ID: 00020676

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*** K03 ***

PAGE 3183 STATE WATER RESOURCES CONTROL BOARD 06/01/88
HAZARDOUS SUBSTANCE STORAGE CONTAINER INFORMATION FOR SANTA CLARA COUNTY
CONTAINER TYPES: 1, 2, 3, 4, 5
(1=FARM MOTOR VEHICLE FUEL TANKS, 2=ALL OTHER PRODUCT TANKS, 3=WASTE TANKS, 4=SUMPS, 5=PITS, PONDS, LAGOONS & OTHERS)

***** OWNER ASSIGNED CONTAINER NUMBER: 4 ***** STATE BOARD ASSIGNED CONTAINER ID NUMBER: 00000052418004 *****

IV DESCRIPTION
A. CONTAINER TYPE : TANK
B. MANUFACTURER/YR OF MFG: /
C. YEAR INSTALLED : UNK
D. CAPACITY (GALLONS) : 6,000
E. REPAIRS : UNKN IF YES WHEN :
F. CURRENTLY USED : YES IF NO, YEAR OF LAST USE:
G. STORES : PRODUCT
H. MOTOR VEHICLE FUEL/WASTE OIL : YES CONTAINS: PREMIUM

IS CONTAINER LOCATED ON A FARM : NO

V CONTAINER CONSTRUCTION
A. THICKNESS: B. VAULTING: VAULTED C. WALLING: UNKNOWN
D. MATERIAL : UNKNOWN
E. LINING : UNKNOWN
F. WRAPPING : UNKNOWN

VI PIPING
A. ABOVEGROUND PIPING : B. UNDERGROUND PIPING : UNKNOWN
C. REPAIRS : UNKN IF YES, YEAR OF MOST RECENT REPAIR:

VII LEAK DETECTION
PRESSURE TEST P

URE TEST COMPOSITION OF SUBSTANCES CURRENTLY STORED IN CONTAINER
12033 PREMIUM MOTOR VEHICLE FUEL

*** L03 ***

[Back to Report Summary](#)

Historical Underground Storage Tanks (HISTUST)

MAP ID# 4

Distance from Property: 0.234 mi. (1,236 ft.) NE
Elevation: 238 ft. (Lower than TP)

PERFECT TIMING, 2270 CAMDEN AVE, CAMPBELL, CA 95008
UNIQUE ID: 0002CE40

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CONTAINER TYPES: 1, 2, 3, 4, 5		
(1=FARM MOTOR VEHICLE FUEL TANKS, 2=ALL OTHER PRODUCT TANKS, 3=WASTE TANKS, 4=SUMPS, 5=PITS, PONDS, LAGOONS & OTHERS)		
I OWNER		
ASCAR NAZEMIAN, ETAL		
18856 HUNTER WAY		
CUPERTINO	CA	95014
II FACILITY		
PERFECT TIMING 2270 CAMDEN AVE CAMPBELL	MAILING ADDRESS TOWNSHIP/RANGE/SECTION 18856 HUNTER WAY CUPERTINO	DEALER/FOREMAN/SUPERVISOR TELEPHONE JOHN SUTTON (408) 255-4481
CA 95008	CA 95014	TYPE OF BUSINESS NO. OF CONTAINERS GASOLINE STATION 5
CROSS STREET : BASCOM		
III 24-HR. CONTACT PERSON / TELEPHONE		
DAY: NAZEMIAN, AKBAR (408) 255-4481 NIGHT: SAME () -		
***** OWNER ASSIGNED CONTAINER NUMBER: 1 ***** STATE BOARD ASSIGNED CONTAINER ID NUMBER: 00000042885001 *****		
IV DESCRIPTION		
A. CONTAINER TYPE : TANK		
B. MANUFACTURER/YR OF MFG: /		
C. YEAR INSTALLED : UNK		
D. CAPACITY (GALLONS) : 6,000		
E. REPAIRS : UNKN IF YES WHEN :		
F. CURRENTLY USED : YES IF NO, YEAR OF LAST USE:		
G. STORES : PRODUCT		
H. MOTOR VEHICLE FUEL/WASTE OIL : YES CONTAINS: REGULAR		
IS CONTAINER LOCATED ON A FARM : NO		
V CONTAINER CONSTRUCTION		
A. THICKNESS: B. VAULTING: UNKNOWN C. WALLING: UNKNOWN		
D. MATERIAL : UNKNOWN		
E. LINING : UNKNOWN		
F. WRAPPING : UNKNOWN		
VI PIPING		
A. ABOVEGROUND PIPING : B. UNDERGROUND PIPING : UNKNOWN		
C. REPAIRS : UNKN IF YES, YEAR OF MOST RECENT REPAIR:		
VII LEAK DETECTION		
STOCK INVENTORY PRESSURE TEST		
VIII LEAK TEST		
12032 COMPOSITION OF SUBSTANCES CURRENTLY STORED IN CONTAINER		
REGULAR MOTOR VEHICLE FUEL		
*** A09 ***		

P

Historical Underground Storage Tanks (HISTUST)

PERFECT TIMING, 2270 CAMDEN AVE, CAMPBELL, CA 95008
UNIQUE ID: 0002CE40

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PAGE 304 STATE WATER RESOURCES CONTROL BOARD 06/01/88
HAZARDOUS SUBSTANCE STORAGE CONTAINER INFORMATION FOR SANTA CLARA COUNTY
CONTAINER TYPES: 1,2,3,4,5
(1=FARM MOTOR VEHICLE FUEL TANKS, 2=ALL OTHER PRODUCT TANKS, 3=WASTE TANKS, 4=SUMPS, 5=PITS, PONDS, LAGOONS & OTHERS)

***** OWNER ASSIGNED CONTAINER NUMBER: 2 ***** STATE BOARD ASSIGNED CONTAINER ID NUMBER: 00000042885002 *****

IV DESCRIPTION
A. CONTAINER TYPE : TANK
B. MANUFACTURER/YR OF MFG: /
C. YEAR INSTALLED : UNK
D. CAPACITY (GALLONS) : 6,000
E. REPAIRS : UNKN IF YES WHEN :
F. CURRENTLY USED : YES IF NO, YEAR OF LAST USE:
G. STORES : PRODUCT
H. MOTOR VEHICLE FUEL/WASTE OIL : YES CONTAINS: PREMIUM

IS CONTAINER LOCATED ON A FARM : NO

V CONTAINER CONSTRUCTION
A. THICKNESS:
D. MATERIAL : UNKNOWN B. VAULTING: UNKNOWN C. WALLING: UNKNOWN
E. LINING : UNKNOWN
F. WRAPPING : UNKNOWN

VI PIPING
A. ABOVEGROUND PIPING : B. UNDERGROUND PIPING : UNKNOWN
C. REPAIRS : UNKN IF YES, YEAR OF MOST RECENT REPAIR:

VII LEAK DETECTION
STOCK INVENTORY PRESSURE TEST

URE TEST COMPOSITION OF SUBSTANCES CURRENTLY STORED IN CONTAINER
12033 PREMIUM MOTOR VEHICLE FUEL

***** OWNER ASSIGNED CONTAINER NUMBER: 3 ***** STATE BOARD ASSIGNED CONTAINER ID NUMBER: 00000042885003 *****

IV DESCRIPTION
A. CONTAINER TYPE : TANK
B. MANUFACTURER/YR OF MFG: /
C. YEAR INSTALLED : UNK
D. CAPACITY (GALLONS) : 4,000
E. REPAIRS : UNKN IF YES WHEN :
F. CURRENTLY USED : YES IF NO, YEAR OF LAST USE:
G. STORES : PRODUCT
H. MOTOR VEHICLE FUEL/WASTE OIL : YES CONTAINS: UNLEADED

IS CONTAINER LOCATED ON A FARM : NO

V CONTAINER CONSTRUCTION
A. THICKNESS:
D. MATERIAL : UNKNOWN B. VAULTING: UNKNOWN C. WALLING: UNKNOWN
E. LINING : UNKNOWN
F. WRAPPING : UNKNOWN

VI PIPING
A. ABOVEGROUND PIPING : B. UNDERGROUND PIPING : PRESSURE UNKNOWN
C. REPAIRS : UNKN IF YES, YEAR OF MOST RECENT REPAIR:

VII LEAK DETECTION
STOCK INVENTORY PRESSURE TEST

URE TEST COMPOSITION OF SUBSTANCES CURRENTLY STORED IN CONTAINER
12031 UNLEADED MOTOR VEHICLE FUEL

*** 809 ***

GeoSearch www.geo-search.com 888-396-0042

Order# 60798 Job# 131279

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Historical Underground Storage Tanks (HISTUST)

PERFECT TIMING, 2270 CAMDEN AVE, CAMPBELL, CA 95008
UNIQUE ID: 0002CE40

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PAGE 305 STATE WATER RESOURCES CONTROL BOARD 06/01/88
HAZARDOUS SUBSTANCE STORAGE CONTAINER INFORMATION FOR SANTA CLARA COUNTY
CONTAINER TYPES: 1,2,3,4,5
(1=FARM MOTOR VEHICLE FUEL TANKS, 2=ALL OTHER PRODUCT TANKS, 3=WASTE TANKS, 4=SUMPS, 5=PITS, PONDS, LAGOONS & OTHERS)

***** OWNER ASSIGNED CONTAINER NUMBER: 4 ***** STATE BOARD ASSIGNED CONTAINER ID NUMBER: 00000042885004 *****

IV DESCRIPTION
A. CONTAINER TYPE : TANK
B. MANUFACTURER/YR OF MFG: /
C. YEAR INSTALLED : UNK
D. CAPACITY (GALLONS) : 4,000
E. REPAIRS : UNKN IF YES WHEN :
F. CURRENTLY USED : YES IF NO, YEAR OF LAST USE:
G. STORES : PRODUCT
H. MOTOR VEHICLE FUEL/WASTE OIL : YES CONTAINS: UNLEADED

IS CONTAINER LOCATED ON A FARM : NO

V CONTAINER CONSTRUCTION
A. THICKNESS:
D. MATERIAL : UNKNOWN
E. LINING : UNKNOWN
F. WRAPPING : UNKNOWN
B. VAULTING: UNKNOWN C. WALLING: UNKNOWN

VI PIPING
A. ABOVEGROUND PIPING :
C. REPAIRS : UNKN IF YES, YEAR OF MOST RECENT REPAIR: B. UNDERGROUND PIPING : UNKNOWN

VII LEAK DETECTION
STOCK INVENTORY PRESSURE TEST P

URE TEST COMPOSITION OF SUBSTANCES CURRENTLY STORED IN CONTAINER
12031 UNLEADED MOTOR VEHICLE FUEL

***** OWNER ASSIGNED CONTAINER NUMBER: 5 ***** STATE BOARD ASSIGNED CONTAINER ID NUMBER: 00000042885005 *****

IV DESCRIPTION
A. CONTAINER TYPE : TANK
B. MANUFACTURER/YR OF MFG: /
C. YEAR INSTALLED : UNK
D. CAPACITY (GALLONS) :
E. REPAIRS : UNKN IF YES WHEN :
F. CURRENTLY USED : YES IF NO, YEAR OF LAST USE:
G. STORES : WASTE
H. MOTOR VEHICLE FUEL/WASTE OIL : YES CONTAINS: WASTE OIL

IS CONTAINER LOCATED ON A FARM : NO

V CONTAINER CONSTRUCTION
A. THICKNESS:
D. MATERIAL : UNKNOWN
E. LINING : UNKNOWN
F. WRAPPING : UNKNOWN
B. VAULTING: UNKNOWN C. WALLING: UNKNOWN

VI PIPING
A. ABOVEGROUND PIPING : UNKNOWN
C. REPAIRS : UNKN IF YES, YEAR OF MOST RECENT REPAIR: B. UNDERGROUND PIPING : UNKNOWN

VII LEAK DETECTION
STOCK INVENTORY PRESSURE TEST P

URE TEST COMPOSITION OF SUBSTANCES CURRENTLY STORED IN CONTAINER
12035 WASTE OIL

*** COY ***

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GeoSearch www.geo-search.com 888-396-0042

Leaking Underground Storage Tanks (LUST)

MAP ID# 4

Distance from Property: 0.234 mi. (1,236 ft.) NE
Elevation: 238 ft. (Lower than TP)

SITE INFORMATION

ID#: T0608501333 REGIONAL CASE #: NOT REPORTED LOCAL CASE #: 08S1W02F03F
SITE NAME: SMOG DOCTOR RESPONSIBLE PARTY: AKBAR NAZEMIAN
ADDRESS: 2270 CAMDEN AVE ADDRESS: 18856 HUNTER WY.
SAN JOSE, CA 95124
CROSS STREET: NOT REPORTED
COUNTY: SANTA CLARA
FACILITY OPERATOR: NOT REPORTED

CASE INFORMATION

CASE TYPE: SOIL IMPACTED CASE WAS REPORTED: 1990-07-23
CASE ENTERED INTO SYSTEM: NOT REPORTED CASE WAS REVIEWED: NOT REPORTED
CASE WAS CLOSED: 1995-03-29
ENFORCEMENT TYPE: NOTICE OF RESPONSIBILITY
ENFORCEMENT BEGAN: NOT REPORTED
FUNDING TYPE: NOT REPORTED
REGIONAL BOARD RESPONSIBLE FOR CASE: SAN FRANCISCO BAY REGIONAL WATER QUALITY CONTROL BOARD
PROGRAM FOR THE CASE: LUST - LEAKING UNDERGROUND STORAGE TANK PROGRAM
INTERIM FOR THE CASE: NOT REPORTED
CURRENT STATUS: 9 - CASE CLOSED
LEAD AGENCY: LOCAL AGENCY LEAD LOCAL AGENCY: SANTA CLARA VALLEY WATER DISTRICT
UNDERGROUND STORAGE TANK PROGRAM UNIT
MTBE CLASSIFICATION: NOT REPORTED
MAXIMUM MTBE CONCENTRATION WAS FOUND: NOT REPORTED
MAXIMUM GROUNDWATER CONCENTRATION OF MTBE: NOT REPORTED
MAXIMUM SOIL CONCENTRATION OF MTBE: NOT REPORTED
NUMBER OF MTBE ANALYTICAL RESULTS: 0 MTBE TESTED: NOT REQUIRED
NUMBER OF GASOLINE ANALYTICAL RESULTS: 0
CASE SUMMARY: NOT REPORTED

LEAKING TANK INFORMATION

HOW THE CASE/LEAK WAS DISCOVERED: NOT REPORTED DATE LEAK WAS DISCOVERED: NOT REPORTED
HOW THE CASE/LEAK WAS STOPPED: NOT REPORTED LEAK WAS STOPPED: NOT REPORTED
CAUSE OF LEAK: NOT REPORTED SOURCE OF LEAK: NOT REPORTED
LEAK CONFIRMATION: NOT REPORTED
SUBSTANCE/S RELEASED: WASTE OIL/USED OIL
QUANTITY OF SUBSTANCE RELEASED: NOT REPORTED

SITE ASSESSMENT AND REMEDIAL ACTION INFORMATION

PRELIMINARY SITE ASSESSEMENT WORKPLAN SUBMITTED: NOT REPORTED
PRELIMINARY SITE ASSESSEMENT UNDERWAY: 1990-08-27
REMEDIAL ACTION UNDERWAY: NOT REPORTED POLLUTION CHARACTERIZATION: NOT REPORTED
REMEDICATION PLAN: NOT REPORTED VERIFICATION MONITORING UNDERWAY: NOT REPORTED
CLEANUP FUND ID: NOT REPORTED PRIORITY: NOT REPORTED
ABATEMENT METHOD: NOT REPORTED

Leaking Underground Storage Tanks (LUST)

ADDITIONAL INFORMATION

WATER SYSTEM ID #: NOT REPORTED WATER WELL ID #: NOT REPORTED
WATER SYSTEM FOR THE NEAREST PUBLIC DRINKING WATER WELL: NOT REPORTED
WELL NAME FOR THE NEAREST DRINKING WATER WELL: NOT REPORTED
DISTANCE TO NEAREST DRINKING WATER WELL: 0
GROUNDWATER BASIN: NOT REPORTED
BENEFICIAL USE: MUNICIPAL AND DOMESTIC SUPPLY

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Statewide Environmental Evaluation and Planning System (SWEEPS)

MAP ID# 4

Distance from Property: 0.234 mi. (1,236 ft.) NE
Elevation: 238 ft. (Lower than TP)

FACILITY INFORMATION

FACILITY #: 42885 STATUS: ACTIVE
BOE: 44-025767 JURISDICTION: SANTA CLARA COUNTY
NAME: PERFECT TIMING AGENCY: PUBLIC HEALTH, HAZARDOUS MTLs.
ADDRESS: 2270 CAMDEN AVE
CAMPBELL, CA 95008

TANK INFORMATION

TANK #: 000001 CAPACITY: 6000
INSTALLED: NOT REPORTED REMOVED: NOT REPORTED
TANK USE: M.V. FUEL STORAGE TYPE: PRODUCT
CONTENT: LEADED CONTAINMENT: NOT REPORTED

TANK #: 000002 CAPACITY: 6000
INSTALLED: NOT REPORTED REMOVED: NOT REPORTED
TANK USE: M.V. FUEL STORAGE TYPE: PRODUCT
CONTENT: REG UNLEADED CONTAINMENT: NOT REPORTED

TANK #: 000003 CAPACITY: 4000
INSTALLED: NOT REPORTED REMOVED: NOT REPORTED
TANK USE: M.V. FUEL STORAGE TYPE: PRODUCT
CONTENT: REG UNLEADED CONTAINMENT: NOT REPORTED

TANK #: 000004 CAPACITY: 4000
INSTALLED: NOT REPORTED REMOVED: NOT REPORTED
TANK USE: M.V. FUEL STORAGE TYPE: PRODUCT
CONTENT: REG UNLEADED CONTAINMENT: NOT REPORTED

TANK #: 000005 CAPACITY: NOT REPORTED
INSTALLED: NOT REPORTED REMOVED: NOT REPORTED
TANK USE: OIL STORAGE TYPE: WASTE
CONTENT: WASTE OIL CONTAINMENT: NOT REPORTED

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GeoTracker Cleanup Sites (CLEANUPSITES)

MAP ID# 4

Distance from Property: 0.234 mi. (1,236 ft.) NE
Elevation: 238 ft. (Lower than TP)

FACILITY INFORMATION

GLOBAL ID: T0608501333
BUSINESS NAME: SMOG DOCTOR
ADDRESS: 2270 CAMDEN AVE
SAN JOSE, CA 95124
COUNTY: SANTA CLARA

FACILITY DETAILS

CASE TYPE: LUST CLEANUP SITE
CASE NUMBER: NOT REPORTED
STATUS: COMPLETED - CASE CLOSED 3/29/1995
POTENTIAL CONTAMINATION:
WASTE OIL / MOTOR / HYDRAULIC / LUBRICATING
POTENTIAL MEDIA AFFECTED:
SOIL
SITE HISTORY:
NOT REPORTED

REGULATORY ACTIVITIES

TYPE OF ACTION:	DATE:	ACTION:
OTHER	01/01/50	LEAK REPORTED
REMEDIATION	01/01/50	EXCAVATION
ENFORCEMENT	03/29/1995	CLOSURE/NO FURTHER ACTION LETTER
REMEDIATION	10/05/1991	EXCAVATION
ENFORCEMENT	08/27/1990	NOTICE OF RESPONSIBILITY - #39398
RESPONSE	08/23/1990	OTHER REPORT / DOCUMENT
OTHER	07/23/1990	LEAK REPORTED

STATUS HISTORY

STATUS:	DATE:
COMPLETED - CASE CLOSED	03/29/1995
OPEN - SITE ASSESSMENT	08/27/1990
OPEN - CASE BEGIN DATE	07/23/1990

CONTACT DETAILS

ORGANIZATION: SANTA CLARA COUNTY LOP
ADDRESS: 1555 BERGER DRIVE, SUITE 300
CITY: SAN JOSE
CONTACT NAME: UST CASE WORKER
CONTACT TYPE: LOCAL AGENCY CASEWORKER
CONTACT PHONE: 408-918-3400
EMAIL: NOT REPORTED
ORGANIZATION: SAN FRANCISCO BAY RWQCB (REGION 2)
ADDRESS: 1515 CLAY STREET, SUITE 1400
CITY: OAKLAND
CONTACT NAME: ZSC
CONTACT TYPE: REGIONAL BOARD CASEWORKER

GeoTracker Cleanup Sites (CLEANUPSITES)

CONTACT PHONE: NOT REPORTED

EMAIL: NOT REPORTED

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Cortese List (CORTESE)

MAP ID# 5

Distance from Property: 0.243 mi. (1,283 ft.) E

Elevation: 239 ft. (Lower than TP)

FACILITY INFORMATION

ID#: 43-0236

NAME: CAMBRIAN NURSERY

ADDRESS: 3175 BASCOM

SAN JOSE, CA

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Leaking Underground Storage Tanks (LUST)

MAP ID# 5

Distance from Property: 0.243 mi. (1,283 ft.) E
Elevation: 239 ft. (Lower than TP)

SITE INFORMATION

ID#: T0608502223 REGIONAL CASE #: NOT REPORTED LOCAL CASE #: 08S1W02F02F
SITE NAME: CAMBRIAN NURSERY RESPONSIBLE PARTY: KAREN LIERMAN
ADDRESS: 3175 S BASCOM AVE ADDRESS: 20230 STEVENS CREEK BLVD.
SAN JOSE, CA 95101
CROSS STREET: NOT REPORTED
COUNTY: SANTA CLARA
FACILITY OPERATOR: NOT REPORTED

CASE INFORMATION

CASE TYPE: SOIL IMPACTED CASE WAS REPORTED: 1989-05-15
CASE ENTERED INTO SYSTEM: NOT REPORTED CASE WAS REVIEWED: NOT REPORTED
CASE WAS CLOSED: 1991-07-16
ENFORCEMENT TYPE: NOTICE OF RESPONSIBILITY
ENFORCEMENT BEGAN: NOT REPORTED
FUNDING TYPE: NOT REPORTED
REGIONAL BOARD RESPONSIBLE FOR CASE: SAN FRANCISCO BAY REGIONAL WATER QUALITY CONTROL BOARD
PROGRAM FOR THE CASE: LUST - LEAKING UNDERGROUND STORAGE TANK PROGRAM
INTERIM FOR THE CASE: NOT REPORTED
CURRENT STATUS: 9 - CASE CLOSED
LEAD AGENCY: LOCAL AGENCY LEAD LOCAL AGENCY: SANTA CLARA VALLEY WATER DISTRICT
UNDERGROUND STORAGE TANK PROGRAM UNIT
MTBE CLASSIFICATION: NOT REPORTED
MAXIMUM MTBE CONCENTRATION WAS FOUND: NOT REPORTED
MAXIMUM GROUNDWATER CONCENTRATION OF MTBE: NOT REPORTED
MAXIMUM SOIL CONCENTRATION OF MTBE: NOT REPORTED
NUMBER OF MTBE ANALYTICAL RESULTS: 0 MTBE TESTED: NOT REQUIRED
NUMBER OF GASOLINE ANALYTICAL RESULTS: 0
CASE SUMMARY: NOT REPORTED

LEAKING TANK INFORMATION

HOW THE CASE/LEAK WAS DISCOVERED: NOT REPORTED DATE LEAK WAS DISCOVERED: NOT REPORTED
HOW THE CASE/LEAK WAS STOPPED: NOT REPORTED LEAK WAS STOPPED: NOT REPORTED
CAUSE OF LEAK: NOT REPORTED SOURCE OF LEAK: NOT REPORTED
LEAK CONFIRMATION: NOT REPORTED
SUBSTANCE/S RELEASED: DIESEL FUEL OIL AND ADDITIVES
QUANTITY OF SUBSTANCE RELEASED: NOT REPORTED

SITE ASSESSMENT AND REMEDIAL ACTION INFORMATION

PRELIMINARY SITE ASSESSEMENT WORKPLAN SUBMITTED: NOT REPORTED
PRELIMINARY SITE ASSESSEMENT UNDERWAY: 1989-04-18
REMEDIAL ACTION UNDERWAY: NOT REPORTED POLLUTION CHARACTERIZATION: NOT REPORTED
REMEDICATION PLAN: NOT REPORTED VERIFICATION MONITORING UNDERWAY: NOT REPORTED
CLEANUP FUND ID: NOT REPORTED PRIORITY: NOT REPORTED
ABATEMENT METHOD: NOT REPORTED

Leaking Underground Storage Tanks (LUST)

ADDITIONAL INFORMATION

WATER SYSTEM ID #: NOT REPORTED WATER WELL ID #: NOT REPORTED
WATER SYSTEM FOR THE NEAREST PUBLIC DRINKING WATER WELL: NOT REPORTED
WELL NAME FOR THE NEAREST DRINKING WATER WELL: NOT REPORTED
DISTANCE TO NEAREST DRINKING WATER WELL: 0
GROUNDWATER BASIN: NOT REPORTED
BENEFICIAL USE: MUNICIPAL AND DOMESTIC SUPPLY

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GeoTracker Cleanup Sites (CLEANUPSITES)

MAP ID# 5

Distance from Property: 0.243 mi. (1,283 ft.) E
Elevation: 239 ft. (Lower than TP)

FACILITY INFORMATION

GLOBAL ID: T0608502223
BUSINESS NAME: CAMBRIAN NURSERY
ADDRESS: 3175 S BASCOM AVE
SAN JOSE, CA 95101
COUNTY: SANTA CLARA

FACILITY DETAILS

CASE TYPE: LUST CLEANUP SITE
CASE NUMBER: NOT REPORTED
STATUS: COMPLETED - CASE CLOSED 7/16/1991
POTENTIAL CONTAMINATION:
DIESEL

POTENTIAL MEDIA AFFECTED:

SOIL

SITE HISTORY:

NOT REPORTED

REGULATORY ACTIVITIES

TYPE OF ACTION:	DATE:	ACTION:
OTHER	01/01/50	LEAK REPORTED
REMEDIATION	01/01/50	EXCAVATION
ENFORCEMENT	07/16/1991	CLOSURE/NO FURTHER ACTION LETTER
ENFORCEMENT	03/12/1990	NOTICE OF RESPONSIBILITY - #39397
RESPONSE	03/12/1990	OTHER REPORT / DOCUMENT
OTHER	05/15/1989	LEAK REPORTED
REMEDIATION	05/15/1989	EXCAVATION

STATUS HISTORY

STATUS:	DATE:
COMPLETED - CASE CLOSED	07/16/1991
OPEN - CASE BEGIN DATE	04/18/1989
OPEN - SITE ASSESSMENT	04/18/1989

CONTACT DETAILS

ORGANIZATION: SANTA CLARA COUNTY LOP
ADDRESS: 1555 BERGER DRIVE, SUITE 300
CITY: SAN JOSE
CONTACT NAME: UST CASE WORKER
CONTACT TYPE: LOCAL AGENCY CASEWORKER
CONTACT PHONE: 408-918-3400
EMAIL: NOT REPORTED
ORGANIZATION: SAN FRANCISCO BAY RWQCB (REGION 2)
ADDRESS: 1515 CLAY STREET, SUITE 1400
CITY: OAKLAND
CONTACT NAME: ZSC
CONTACT TYPE: REGIONAL BOARD CASEWORKER

GeoTracker Cleanup Sites (CLEANUPSITES)

CONTACT PHONE: NOT REPORTED

EMAIL: NOT REPORTED

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Cortese List (CORTESE)

[MAP ID# 6](#)

Distance from Property: 0.264 mi. (1,394 ft.) N
Elevation: 233 ft. (Lower than TP)

FACILITY INFORMATION

ID#: 43-0749

NAME: JIFFY LUBE

ADDRESS: 1387 CAMDEN
CAMPBELL, CA

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Leaking Underground Storage Tanks (LUST)

MAP ID# 6

Distance from Property: 0.264 mi. (1,394 ft.) N

Elevation: 233 ft. (Lower than TP)

SITE INFORMATION

ID#: T0608500295 REGIONAL CASE #: NOT REPORTED LOCAL CASE #: 08S1W02E02F
SITE NAME: JIFFY LUBE RESPONSIBLE PARTY: DANIEL MCQUILLEN
ADDRESS: 1387 CAMDEN ADDRESS: P.O. BOX 2967
CAMPBELL, CA 95008
CROSS STREET: NOT REPORTED
COUNTY: SANTA CLARA
FACILITY OPERATOR: NOT REPORTED

CASE INFORMATION

CASE TYPE: OTHER GROUNDWATER (NOT USED FOR DRINKING WATER) CASE WAS REPORTED: 1988-05-20
CASE ENTERED INTO SYSTEM: NOT REPORTED CASE WAS REVIEWED: NOT REPORTED
CASE WAS CLOSED: NOT REPORTED
ENFORCEMENT TYPE: INFORMAL STAFF ENFORCEMENT LETTER
ENFORCEMENT BEGAN: NOT REPORTED
FUNDING TYPE: NOT REPORTED
REGIONAL BOARD RESPONSIBLE FOR CASE: SAN FRANCISCO BAY REGIONAL WATER QUALITY CONTROL BOARD
PROGRAM FOR THE CASE: LUST - LEAKING UNDERGROUND STORAGE TANK PROGRAM
INTERIM FOR THE CASE: NOT REPORTED
CURRENT STATUS: 5C - POLLUTION CHARACTERIZATION
LEAD AGENCY: LOCAL AGENCY LEAD LOCAL AGENCY: SANTA CLARA HLTH DEPT - TOXICS
MTBE CLASSIFICATION: NOT REPORTED
MAXIMUM MTBE CONCENTRATION WAS FOUND: NOT REPORTED
MAXIMUM GROUNDWATER CONCENTRATION OF MTBE: NOT REPORTED
MAXIMUM SOIL CONCENTRATION OF MTBE: NOT REPORTED
NUMBER OF MTBE ANALYTICAL RESULTS: 0 MTBE TESTED: YES
NUMBER OF GASOLINE ANALYTICAL RESULTS: 1
CASE SUMMARY: NOT REPORTED

LEAKING TANK INFORMATION

HOW THE CASE/LEAK WAS DISCOVERED: NOT REPORTED DATE LEAK WAS DISCOVERED: 1965-01-01
HOW THE CASE/LEAK WAS STOPPED: NOT REPORTED LEAK WAS STOPPED: 9999-09-09
CAUSE OF LEAK: NOT REPORTED SOURCE OF LEAK: NOT REPORTED
LEAK CONFIRMATION: NOT REPORTED
SUBSTANCE/S RELEASED: GASOLINE - AUTOMOTIVE
QUANTITY OF SUBSTANCE RELEASED: 0

SITE ASSESSMENT AND REMEDIAL ACTION INFORMATION

PRELIMINARY SITE ASSESSEMENT WORKPLAN SUBMITTED: NOT REPORTED
PRELIMINARY SITE ASSESSEMENT UNDERWAY: 1993-06-15
REMEDIAL ACTION UNDERWAY: NOT REPORTED POLLUTION CHARACTERIZATION: 1993-06-15
REMEDICATION PLAN: NOT REPORTED VERIFICATION MONITORING UNDERWAY: NOT REPORTED
CLEANUP FUND ID: NOT REPORTED PRIORITY: NOT REPORTED
ABATEMENT METHOD: NOT REPORTED

Leaking Underground Storage Tanks (LUST)

ADDITIONAL INFORMATION

WATER SYSTEM ID #: **NOT REPORTED** WATER WELL ID #: **NOT REPORTED**
WATER SYSTEM FOR THE NEAREST PUBLIC DRINKING WATER WELL: **NOT REPORTED**
WELL NAME FOR THE NEAREST DRINKING WATER WELL: **NOT REPORTED**
DISTANCE TO NEAREST DRINKING WATER WELL: **0**
GROUNDWATER BASIN: **NOT REPORTED**
BENEFICIAL USE: **MUNICIPAL AND DOMESTIC SUPPLY**

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Leaking Underground Storage Tanks (LUST)

MAP ID# 6

Distance from Property: 0.264 mi. (1,394 ft.) N
Elevation: 233 ft. (Lower than TP)

SITE INFORMATION

ID#: T0608500775 REGIONAL CASE #: 43-0749 LOCAL CASE #: 08S1W02E00
SITE NAME: JIFFY LUBE RESPONSIBLE PARTY: NOT REPORTED
ADDRESS: 1387 CAMDEN AVE ADDRESS: NOT REPORTED
CAMPBELL, CA 95008
CROSS STREET: NOT REPORTED
COUNTY: SANTA CLARA
FACILITY OPERATOR: NOT REPORTED

CASE INFORMATION

CASE TYPE: OTHER GROUNDWATER (NOT USED FOR DRINKING WATER) CASE WAS REPORTED: 05/20/88
CASE ENTERED INTO SYSTEM: 07/18/88 CASE WAS REVIEWED: 02/01/01
CASE WAS CLOSED: NOT REPORTED
ENFORCEMENT TYPE: NOT REPORTED
ENFORCEMENT BEGAN: NOT REPORTED
FUNDING TYPE: NOT REPORTED
REGIONAL BOARD RESPONSIBLE FOR CASE: NOT REPORTED
PROGRAM FOR THE CASE: NOT REPORTED
INTERIM FOR THE CASE: N = NO INTER
CURRENT STATUS: 8 - VERIFICATION MONITORING UNDERWAY
LEAD AGENCY: LOCAL AGENCY LEAD LOCAL AGENCY: NOT REPORTED
MTBE CLASSIFICATION: C - THIRD HIGHEST PRIORITY
MAXIMUM MTBE CONCENTRATION WAS FOUND: 01/02/65
MAXIMUM GROUNDWATER CONCENTRATION OF MTBE: 890
MAXIMUM SOIL CONCENTRATION OF MTBE: 1
NUMBER OF MTBE ANALYTICAL RESULTS: 2 MTBE TESTED: YES
NUMBER OF GASOLINE ANALYTICAL RESULTS: NOT REPORTED
CASE SUMMARY: NOT REPORTED

LEAKING TANK INFORMATION

HOW THE CASE/LEAK WAS DISCOVERED: TANK CLOSURE DATE LEAK WAS DISCOVERED: 05/20/88
HOW THE CASE/LEAK WAS STOPPED: CLOSE TANK LEAK WAS STOPPED: 05/20/88
CAUSE OF LEAK: STRUCTURAL FAILURE SOURCE OF LEAK: TANK
LEAK CONFIRMATION: NOT REPORTED
SUBSTANCE/S RELEASED: GASOLINE - AUTOMOTIVE
QUANTITY OF SUBSTANCE RELEASED: NOT REPORTED

SITE ASSESSMENT AND REMEDIAL ACTION INFORMATION

PRELIMINARY SITE ASSESSEMENT WORKPLAN SUBMITTED: NOT REPORTED
PRELIMINARY SITE ASSESSEMENT UNDERWAY: NOT REPORTED
REMEDIAL ACTION UNDERWAY: NOT REPORTED POLLUTION CHARACTERIZATION: NOT REPORTED
REMEDICATION PLAN: NOT REPORTED VERIFICATION MONITORING UNDERWAY: 01/02/65
CLEANUP FUND ID: NOT REPORTED PRIORITY: NOT REPORTED
ABATEMENT METHOD: (NT) * CODE NOT DEFINED BY REPORTING AGENCY

Leaking Underground Storage Tanks (LUST)

ADDITIONAL INFORMATION

WATER SYSTEM ID #: NOT REPORTED WATER WELL ID #: NOT REPORTED
WATER SYSTEM FOR THE NEAREST PUBLIC DRINKING WATER WELL: NOT REPORTED
WELL NAME FOR THE NEAREST DRINKING WATER WELL: NOT REPORTED
DISTANCE TO NEAREST DRINKING WATER WELL: 5898.15305248209
GROUNDWATER BASIN: NOT REPORTED
BENEFICIAL USE: NOT REPORTED

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GeoTracker Cleanup Sites (CLEANUPSITES)

MAP ID# 6

Distance from Property: 0.264 mi. (1,394 ft.) N

Elevation: 233 ft. (Lower than TP)

FACILITY INFORMATION

GLOBAL ID: T0608500295

BUSINESS NAME: JIFFY LUBE

ADDRESS: 1387 CAMDEN AVE.

CAMPBELL, CA 95008

COUNTY: SANTA CLARA

FACILITY DETAILS

CASE TYPE: LUST CLEANUP SITE

CASE NUMBER: 12-022

STATUS: COMPLETED - CASE CLOSED 12/15/2014

POTENTIAL CONTAMINATION:

GASOLINE

POTENTIAL MEDIA AFFECTED:

OTHER GROUNDWATER (USES OTHER THAN DRINKING WATER)

SITE HISTORY:

1987 SUBSURFACE INVESTIGATION: IN MARCH 1987, GILES ENGINEERING ASSOCIATES, INC. (GEA) DRILLED THREE SOIL BORINGS (B-1 THROUGH B-3) IN THE VICINITY OF THE UNDERGROUND STORAGE TANKS (USTS). GEA COLLECTED ONE SOIL SAMPLE FROM SOIL BORING B-3 AT A DEPTH OF 13.5 TO 15 FEET BELOW GRADE (FBG). NO TOTAL PETROLEUM HYDROCARBONS AS GASOLINE (TPHG) OR BENZENE WAS DETECTED IN THE SOIL SAMPLE. DETAILS OF THIS INVESTIGATION ARE PRESENTED IN GEA'S APRIL 9, 1987 SUBSURFACE EXPLORATION AND CHEMICAL ANALYSIS. 1988 UST REMOVAL: IN MAY 1988, FULLER EXCAVATING AND DEMOLITION, INC. (FULLER) REMOVED TWO 8,000-GALLON USTS AND ONE 10,000-GALLON UST. GEA COLLECTED TWO SOIL SAMPLES, AND FULLER COLLECTED SIX SOIL SAMPLES FROM THE UST EXCAVATION. THE SOIL SAMPLES CONTAINED UP TO 1,100 MILLIGRAMS PER KILOGRAM (MG/KG) TPHG AND 0.13 MG/KG BENZENE. LIMITED OVER-EXCAVATION WAS PERFORMED IN THE SOUTHWEST PORTION OF THE UST EXCAVATION BASED ON FIELD OBSERVATIONS, AND FULLER REPORTEDLY COLLECTED ONE SOIL SAMPLE FOLLOWING OVER-EXCAVATION, WHICH CONTAINED 0.46 MG/KG TPHG. NO BENZENE WAS DETECTED IN THIS SAMPLE. THESE ACTIVITIES ARE DISCUSSED IN GEA'S JUNE 25, 1988 UNDERGROUND STORAGE TANK REMOVAL AND JUNE 16, 1988 PETROLEUM HYDROCARBONS TEST RESULTS ADDENDUM LETTER AND JIFFY LUBE INTERNATIONAL, INC.'S JANUARY 9, 1990 REPORT OF INVESTIGATION AND REMOVAL OF UNDERGROUND FUEL STORAGE TANKS. 1997 SUBSURFACE INVESTIGATION: IN SEPTEMBER 1997, FLUOR DANIEL GTI, INC. (GTI) DRILLED TWO SOIL BORINGS (SB-1 AND SB-2) ADJACENT TO THE FORMER USTS. GTI COLLECTED SOIL SAMPLES FROM THE BORINGS WHICH CONTAINED UP TO 0.22 MG/KG METHYL TERTIARY-BUTYL ETHER (MTBE). NO TPHG OR BENZENE WAS DETECTED IN THE SOIL SAMPLES. GTI'S OCTOBER 29, 1997 SOIL BORING SUMMARY REPORT PROVIDES INVESTIGATION DETAILS. 2000 SUBSURFACE INVESTIGATION AND REQUEST FOR CLOSURE: IN OCTOBER 2002, IT CORPORATION (IT) DRILLED TWO SOIL BORINGS (SB-3 AND SB-4) TO ASSESS GROUNDWATER QUALITY AT THE SITE. GRAB GROUNDWATER SAMPLES COLLECTED FROM THE BORINGS CONTAINED UP TO 890 MICROGRAMS PER LITER ($\mu\text{G/L}$) MTBE. BASED ON THESE RESULTS, IT REQUESTED CASE CLOSURE. DETAILS ARE PRESENTED IN IT'S OCTOBER 23, 2000 ADDITIONAL SUBSURFACE INVESTIGATION REPORT AND REQUEST FOR CLOSURE. 2002 SUBSURFACE INVESTIGATION: IN APRIL 2002, URS CORPORATION (URS) DRILLED TWO SOIL BORINGS (MW-01 AND MW-03) TO APPROXIMATELY 91 FBG. ONE SOIL SAMPLE FROM THE BORINGS (MW-01 AT 65 FBG) 0.007 MG/KG MTBE. NO TPHG OR BENZENE WAS DETECTED IN SOIL SAMPLES AND NO MTBE WAS DETECTED IN THE OTHER SOIL SAMPLES. BASED ON THESE RESULTS, URS RECOMMENDED NO FURTHER ACTION. URS'S APRIL 26, 2002 LETTER REPORT, SUBSURFACE CONTAMINANT INVESTIGATION DETAILS INVESTIGATION RESULTS. 2003 SUBSURFACE INVESTIGATION: IN APRIL 2003, URS INSTALLED THREE GROUNDWATER MONITORING WELLS (WW-1 THROUGH WW-3). PIEZOMETER WW-1P WAS NESTED IN THE WW-1 BORING AND SCREENED AT APPROXIMATELY 37 TO 47 FBG IN THE SHALLOWEST PERCHED

GeoTracker Cleanup Sites (CLEANUPSITES)

WATER ZONE TO DETERMINE IF THE ZONE CONTAINED WATER. URS'S MAY 16, 2003 REPORT, GROUNDWATER MONITORING WELL INSTALLATION AND QUARTERLY GROUNDWATER MONITORING PRESENTS WELL INSTALLATION DETAILS. 2003 - 2004 GROUNDWATER MONITORING: FROM MAY 2003 TO JUNE 2004, URS PERFORMED GROUNDWATER MONITORING. THE PERCHED WATER ZONES SCREENED BY THE SITE WELLS WERE FREQUENTLY DRY. GROUNDWATER SAMPLES CONTAINED UP TO 1,400 µG/L MTBE, 23 µG/L ETHYL TERTIARY-BUTYL ETHER, 6 µG/L TERTIARY-AMYL METHYL ETHER, AND 44 µG/L TERTIARY BUTYL ALCOHOL WERE DETECTED (IN GROUNDWATER SAMPLES FROM WELL WW-3). NO TPHG OR BTEX WAS DETECTED IN GROUNDWATER SAMPLES. WELL WW-3 IS LOCATED UP GRADIENT FROM ALL SITE SOURCES OF FUEL OXYGENATES. THESE RESULTS ARE PRESENTED IN URS'S QUARTERLY GROUNDWATER SAMPLING AND ANALYSIS REPORTS SUBMITTED DURING 2003 AND 2004. 2008 CASE CLOSURE SUMMARY: GROUNDWATER & ENVIRONMENTAL SERVICES, INC. SUBMITTED A SITE CLOSURE SUMMARY ON AUGUST 27, 2008. OCTOBER 2011 SITE CONCEPTUAL MODEL AND CLOSURE REQUEST: CONESTOGA-ROVERS & ASSOCIATES (CRA) SUBMITTED A SITE CONCEPTUAL MODEL AND CLOSURE REQUEST ON OCTOBER 5, 2011. JANUARY 2013 SUBSURFACE INVESTIGATION REPORT: CRA INSTALLED TWO GROUNDWATER MONITORING WELLS (WW-4 AND WW-5). NO CONSTITUENTS OF CONCERN WERE DETECTED FROM ANY OF THE SOIL SAMPLES. CRA SUBMITTED A SUBSURFACE INVESTIGATION REPORT ON JANUARY 11, 2013. NO CONSTITUENTS OF CONCERN WERE REPORTED ABOVE THE LABORATORY DETECTION LIMITS DURING SUBSEQUENT GROUNDWATER SAMPLING FROM THE NEWLY INSTALLED WELLS.

REGULATORY ACTIVITIES

TYPE OF ACTION:	DATE:	ACTION:
OTHER	01/01/50	LEAK BEGAN
OTHER	01/01/50	LEAK DISCOVERY
OTHER	01/01/50	LEAK REPORTED
OTHER	01/01/50	LEAK STOPPED
REMEDIATION	01/01/50	EXCAVATION
RESPONSE	01/09/2015	WELL DESTRUCTION REPORT
ENFORCEMENT	12/15/2014	CLOSURE/NO FURTHER ACTION LETTER
ENFORCEMENT	10/10/2014	STAFF LETTER
ENFORCEMENT	08/05/2014	NOTIFICATION - PUBLIC NOTICE OF CASE CLOSURE
ENFORCEMENT	11/05/2013	STAFF LETTER
RESPONSE	11/05/2013	CORRESPONDENCE
RESPONSE	10/30/2013	MONITORING REPORT - SEMI-ANNUALLY
RESPONSE	04/30/2013	MONITORING REPORT - SEMI-ANNUALLY
ENFORCEMENT	01/17/2013	STAFF LETTER
RESPONSE	01/11/2013	SOIL AND WATER INVESTIGATION REPORT
ENFORCEMENT	06/15/2012	STAFF LETTER
RESPONSE	06/01/2012	PRELIMINARY SITE ASSESSMENT WORKPLAN - ADDENDUM - REGULATOR RESPONDED
ENFORCEMENT	03/28/2012	STAFF LETTER
RESPONSE	10/05/2011	CONCEPTUAL SITE MODEL
ENFORCEMENT	08/25/2011	STAFF LETTER
ENFORCEMENT	08/23/2011	STAFF LETTER
ENFORCEMENT	05/25/2011	STAFF LETTER
ENFORCEMENT	12/17/2010	STAFF LETTER
RESPONSE	08/27/2008	OTHER REPORT / DOCUMENT
RESPONSE	09/13/2004	MONITORING REPORT - QUARTERLY
RESPONSE	05/23/2003	VERBAL COMMUNICATION
RESPONSE	05/16/2003	SOIL AND WATER INVESTIGATION REPORT
RESPONSE	02/19/2003	WELL INSTALLATION WORKPLAN

GeoTracker Cleanup Sites (CLEANUPSITES)

TYPE OF ACTION:	DATE:	ACTION:
RESPONSE	12/21/2001	CORRESPONDENCE
RESPONSE	10/18/2001	SOIL AND WATER INVESTIGATION WORKPLAN
RESPONSE	09/18/2001	SOIL AND WATER INVESTIGATION WORKPLAN
RESPONSE	07/13/2000	OTHER WORKPLAN
RESPONSE	02/25/1999	SOIL AND WATER INVESTIGATION WORKPLAN
RESPONSE	01/21/1999	CORRESPONDENCE
ENFORCEMENT	12/18/1998	STAFF LETTER - #19900
RESPONSE	05/15/1997	SOIL AND WATER INVESTIGATION REPORT
ENFORCEMENT	02/20/1997	STAFF LETTER - #19897
RESPONSE	01/15/1997	SOIL AND WATER INVESTIGATION WORKPLAN
RESPONSE	01/14/1997	TANK REMOVAL REPORT / UST SAMPLING REPORT
ENFORCEMENT	11/04/1996	STAFF LETTER - #19895
RESPONSE	05/30/1995	OTHER REPORT / DOCUMENT
ENFORCEMENT	06/15/1993	NOTICE OF RESPONSIBILITY - #39394
OTHER	05/20/1988	LEAK REPORTED
OTHER	05/18/1988	LEAK BEGAN
OTHER	05/18/1988	LEAK DISCOVERY
OTHER	05/18/1988	LEAK STOPPED
RESPONSE	03/20/1988	UNAUTHORIZED RELEASE FORM
RESPONSE	04/09/1987	PRELIMINARY SITE ASSESSMENT REPORT
REMEDATION	03/01/1987	EXCAVATION

STATUS HISTORY

STATUS:	DATE:
COMPLETED - CASE CLOSED	12/15/2014
OPEN - ELIGIBLE FOR CLOSURE	11/04/2013
OPEN - VERIFICATION MONITORING	07/19/2013
OPEN - SITE ASSESSMENT	06/15/1993
OPEN - CASE BEGIN DATE	05/20/1988

CONTACT DETAILS

ORGANIZATION: SANTA CLARA COUNTY LOP
ADDRESS: 1555 BERGER DRIVE, SUITE 300
CITY: SAN JOSE
CONTACT NAME: AARON COSTA
CONTACT TYPE: LOCAL AGENCY CASEWORKER
CONTACT PHONE: 408-918-1954
EMAIL: AARON.COSTA@DEH.SCCGOV.ORG

ORGANIZATION: SAN FRANCISCO BAY RWQCB (REGION 2)
ADDRESS: NOT REPORTED
CITY: OAKLAND
CONTACT NAME: JOHN WOLFENDEN
CONTACT TYPE: REGIONAL BOARD CASEWORKER
CONTACT PHONE: NOT REPORTED
EMAIL: JWOLFENDEN@WATERBOARDS.CA.GOV

GeoTracker Cleanup Sites (CLEANUPSITES)

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GeoTracker Cleanup Sites (CLEANUPSITES)

MAP ID# 7

Distance from Property: 0.266 mi. (1,404 ft.) E
Elevation: 240 ft. (Lower than TP)

FACILITY INFORMATION

GLOBAL ID: T0608535477
BUSINESS NAME: CHEVRON #9-0835
ADDRESS: 3160 BASCOM AVENUE
SAN JOSE, CA 95124
COUNTY: SANTA CLARA

FACILITY DETAILS

CASE TYPE: LUST CLEANUP SITE
CASE NUMBER: NOT REPORTED
STATUS: COMPLETED - CASE CLOSED 11/29/2007
POTENTIAL CONTAMINATION:
GASOLINE
POTENTIAL MEDIA AFFECTED:
AQUIFER USED FOR DRINKING WATER SUPPLY
SITE HISTORY:
NOT REPORTED

REGULATORY ACTIVITIES

TYPE OF ACTION:	DATE:	ACTION:
OTHER	01/01/50	LEAK REPORTED
REMIEDIATION	01/01/50	EXCAVATION
REMIEDIATION	01/01/50	IN SITU PHYSICAL/CHEMICAL TREATMENT (OTHER THAN SVE)
ENFORCEMENT	11/29/2007	CLOSURE/NO FURTHER ACTION LETTER - #029211
ENFORCEMENT	12/06/2006	* NO ACTION - #606021
RESPONSE	02/17/2006	SOIL AND WATER INVESTIGATION REPORT
ENFORCEMENT	10/14/2005	STAFF LETTER - #504101
RESPONSE	01/31/2005	MONITORING REPORT - QUARTERLY
RESPONSE	01/30/2005	REMEDIAL PROGRESS REPORT
RESPONSE	10/31/2004	MONITORING REPORT - QUARTERLY
RESPONSE	10/30/2004	REMEDIAL PROGRESS REPORT
RESPONSE	07/31/2004	MONITORING REPORT - QUARTERLY
RESPONSE	07/30/2004	REMEDIAL PROGRESS REPORT
ENFORCEMENT	06/25/2004	STAFF LETTER - #44212
RESPONSE	04/30/2004	MONITORING REPORT - QUARTERLY
RESPONSE	01/31/2004	MONITORING REPORT - QUARTERLY
REMIEDIATION	01/07/2004	IN SITU PHYSICAL/CHEMICAL TREATMENT (OTHER THAN SVE)
RESPONSE	10/31/2003	MONITORING REPORT - QUARTERLY
RESPONSE	09/27/2003	OTHER REPORT / DOCUMENT
RESPONSE	07/31/2003	MONITORING REPORT - QUARTERLY
ENFORCEMENT	04/30/2003	STAFF LETTER - #41429
RESPONSE	04/30/2003	MONITORING REPORT - QUARTERLY
RESPONSE	01/30/2003	MONITORING REPORT - QUARTERLY
RESPONSE	10/30/2002	MONITORING REPORT - QUARTERLY
ENFORCEMENT	08/26/2002	STAFF LETTER - #38544

GeoTracker Cleanup Sites (CLEANUPSITES)

TYPE OF ACTION:	DATE:	ACTION:
RESPONSE	06/28/2002	OTHER REPORT / DOCUMENT
RESPONSE	04/30/2002	MONITORING REPORT - QUARTERLY
ENFORCEMENT	04/29/2002	STAFF LETTER - #37551
RESPONSE	04/22/2002	OTHER REPORT / DOCUMENT
ENFORCEMENT	02/25/2002	STAFF LETTER - #37547
RESPONSE	01/30/2002	MONITORING REPORT - QUARTERLY
ENFORCEMENT	12/16/2001	STAFF LETTER - #19656
RESPONSE	10/30/2001	MONITORING REPORT - QUARTERLY
RESPONSE	08/15/2001	CORRECTIVE ACTION PLAN / REMEDIAL ACTION PLAN
RESPONSE	07/30/2001	MONITORING REPORT - QUARTERLY
RESPONSE	07/15/2001	SOIL AND WATER INVESTIGATION REPORT
ENFORCEMENT	06/26/2001	STAFF LETTER - #19652
RESPONSE	04/30/2001	MONITORING REPORT - QUARTERLY
ENFORCEMENT	04/16/2001	STAFF LETTER - #19648
RESPONSE	01/30/2001	MONITORING REPORT - QUARTERLY
ENFORCEMENT	09/15/2000	STAFF LETTER - #19641
RESPONSE	07/30/2000	MONITORING REPORT - QUARTERLY
RESPONSE	06/08/2000	SOIL AND WATER INVESTIGATION WORKPLAN
ENFORCEMENT	05/30/2000	STAFF LETTER - #19804
RESPONSE	10/31/1999	MONITORING REPORT - QUARTERLY
RESPONSE	07/31/1999	MONITORING REPORT - QUARTERLY
RESPONSE	07/02/1999	SOIL AND WATER INVESTIGATION WORKPLAN
ENFORCEMENT	05/18/1999	STAFF LETTER - #19798
RESPONSE	04/30/1999	MONITORING REPORT - QUARTERLY
RESPONSE	01/30/1999	MONITORING REPORT - QUARTERLY
ENFORCEMENT	10/05/1998	STAFF LETTER - #19794
RESPONSE	07/30/1998	MONITORING REPORT - QUARTERLY
RESPONSE	04/30/1998	MONITORING REPORT - QUARTERLY
RESPONSE	01/30/1998	MONITORING REPORT - QUARTERLY
RESPONSE	10/30/1997	MONITORING REPORT - QUARTERLY
ENFORCEMENT	09/25/1997	STAFF LETTER - #19766
ENFORCEMENT	06/19/1997	* NO ACTION - #79916
RESPONSE	04/30/1997	MONITORING REPORT - QUARTERLY
REMEDICATION	02/01/1997	EXCAVATION
RESPONSE	01/30/1997	MONITORING REPORT - QUARTERLY
ENFORCEMENT	01/26/1997	STAFF LETTER - #19757
OTHER	01/26/1997	LEAK REPORTED
RESPONSE	01/26/1997	SOIL AND WATER INVESTIGATION REPORT
ENFORCEMENT	12/12/1996	STAFF LETTER - #19759

STATUS HISTORY

STATUS:	DATE:
COMPLETED - CASE CLOSED	11/29/2007
OPEN - VERIFICATION	04/05/2005
MONITORING	

GeoTracker Cleanup Sites (CLEANUPSITES)

MAP ID# 7

Distance from Property: 0.266 mi. (1,404 ft.) E
Elevation: 240 ft. (Lower than TP)

FACILITY INFORMATION

GLOBAL ID: T0608501827
BUSINESS NAME: CHEVRON
ADDRESS: 3160 BASCOM AVE S
SAN JOSE, CA 95124
COUNTY: SANTA CLARA

FACILITY DETAILS

CASE TYPE: LUST CLEANUP SITE
CASE NUMBER: 43-1975
STATUS: COMPLETED - CASE CLOSED 7/21/1994
POTENTIAL CONTAMINATION:
DIESEL
POTENTIAL MEDIA AFFECTED:
OTHER GROUNDWATER (USES OTHER THAN DRINKING WATER)
SITE HISTORY:
NOT REPORTED

REGULATORY ACTIVITIES

TYPE OF ACTION:	DATE:	ACTION:
OTHER	01/01/50	LEAK DISCOVERY
OTHER	01/01/50	LEAK REPORTED
OTHER	01/01/50	LEAK STOPPED
ENFORCEMENT	06/06/2003	* NO ACTION
RESPONSE	06/06/2003	OTHER REPORT / DOCUMENT
RESPONSE	06/05/2003	MONITORING REPORT - QUARTERLY
RESPONSE	06/04/2003	MONITORING REPORT - QUARTERLY
RESPONSE	06/03/2003	MONITORING REPORT - QUARTERLY
RESPONSE	06/02/2003	MONITORING REPORT - QUARTERLY
RESPONSE	06/01/2003	MONITORING REPORT - QUARTERLY
RESPONSE	05/30/2003	TANK REMOVAL REPORT / UST SAMPLING REPORT
RESPONSE	05/29/2003	OTHER REPORT / DOCUMENT
RESPONSE	05/28/2003	OTHER REPORT / DOCUMENT
RESPONSE	05/27/2003	MONITORING REPORT - QUARTERLY
RESPONSE	05/26/2003	OTHER REPORT / DOCUMENT
RESPONSE	05/25/2003	OTHER REPORT / DOCUMENT
RESPONSE	05/24/2003	MONITORING REPORT - QUARTERLY
RESPONSE	05/23/2003	OTHER REPORT / DOCUMENT
OTHER	12/24/1992	LEAK DISCOVERY
OTHER	12/24/1992	LEAK REPORTED
OTHER	12/24/1992	LEAK STOPPED

STATUS HISTORY

STATUS: DATE:
COMPLETED - CASE CLOSED 07/21/1994
OPEN - CASE BEGIN DATE 12/24/1992

GeoTracker Cleanup Sites (CLEANUPSITES)

CONTACT DETAILS

ORGANIZATION: SANTA CLARA COUNTY LOP
ADDRESS: 1555 BERGER DRIVE, SUITE 300
CITY: SAN JOSE
CONTACT NAME: UST CASE WORKER
CONTACT TYPE: LOCAL AGENCY CASEWORKER
CONTACT PHONE: 408-918-3400
EMAIL: NOT REPORTED

ORGANIZATION: SAN FRANCISCO BAY RWQCB (REGION 2)
ADDRESS: 1515 CLAY STREET, SUITE 1400
CITY: OAKLAND
CONTACT NAME: RB 2
CONTACT TYPE: REGIONAL BOARD CASEWORKER
CONTACT PHONE: NOT REPORTED
EMAIL: NOT REPORTED

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Cortese List (CORTESE)

[MAP ID# 7](#)

Distance from Property: 0.266 mi. (1,404 ft.) E
Elevation: 240 ft. (Lower than TP)

FACILITY INFORMATION

ID#: 43-1975

NAME: CHEVRON

ADDRESS: 3160 BASCOM
SAN JOSE, CA

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Leaking Underground Storage Tanks (LUST)

MAP ID# 7

Distance from Property: 0.266 mi. (1,404 ft.) E
Elevation: 240 ft. (Lower than TP)

SITE INFORMATION

ID#: T0608535477 REGIONAL CASE #: NOT REPORTED LOCAL CASE #: 08S1W02L01F
SITE NAME: CHEVRON #9-0835 RESPONSIBLE PARTY: MARK LAFFERTY
ADDRESS: 3160 BASCOM ADDRESS: 6001 BOLLINGER CANYON RD
SAN JOSE, CA 95124
CROSS STREET: NOT REPORTED
COUNTY: SANTA CLARA
FACILITY OPERATOR: NOT REPORTED

CASE INFORMATION

CASE TYPE: DRINKING WATER AQUIFER CASE WAS REPORTED: 1997-01-26
CASE ENTERED INTO SYSTEM: NOT REPORTED CASE WAS REVIEWED: NOT REPORTED
CASE WAS CLOSED: 2007-11-29
ENFORCEMENT TYPE: CLOSURE LETTER
ENFORCEMENT BEGAN: NOT REPORTED
FUNDING TYPE: NOT REPORTED
REGIONAL BOARD RESPONSIBLE FOR CASE: SAN FRANCISCO BAY REGIONAL WATER QUALITY CONTROL BOARD
PROGRAM FOR THE CASE: LUST - LEAKING UNDERGROUND STORAGE TANK PROGRAM
INTERIM FOR THE CASE: NOT REPORTED
CURRENT STATUS: 9 - CASE CLOSED
LEAD AGENCY: LOCAL AGENCY LEAD LOCAL AGENCY: SANTA CLARA HLTH DEPT - TOXICS
MTBE CLASSIFICATION: NOT REPORTED
MAXIMUM MTBE CONCENTRATION WAS FOUND: NOT REPORTED
MAXIMUM GROUNDWATER CONCENTRATION OF MTBE: NOT REPORTED
MAXIMUM SOIL CONCENTRATION OF MTBE: NOT REPORTED
NUMBER OF MTBE ANALYTICAL RESULTS: 0 MTBE TESTED: YES
NUMBER OF GASOLINE ANALYTICAL RESULTS: 1
CASE SUMMARY: NOT REPORTED

LEAKING TANK INFORMATION

HOW THE CASE/LEAK WAS DISCOVERED: NOT REPORTED DATE LEAK WAS DISCOVERED: 1965-01-01
HOW THE CASE/LEAK WAS STOPPED: NOT REPORTED LEAK WAS STOPPED: 9999-09-09
CAUSE OF LEAK: NOT REPORTED SOURCE OF LEAK: NOT REPORTED
LEAK CONFIRMATION: NOT REPORTED
SUBSTANCE/S RELEASED: GASOLINE - AUTOMOTIVE
QUANTITY OF SUBSTANCE RELEASED: 0

SITE ASSESSMENT AND REMEDIAL ACTION INFORMATION

PRELIMINARY SITE ASSESSEMENT WORKPLAN SUBMITTED: NOT REPORTED
PRELIMINARY SITE ASSESSEMENT UNDERWAY: NOT REPORTED
REMEDIAL ACTION UNDERWAY: 2004-01-07 POLLUTION CHARACTERIZATION: 1996-01-24
REMEDICATION PLAN: NOT REPORTED VERIFICATION MONITORING UNDERWAY: 2005-04-05
CLEANUP FUND ID: NOT REPORTED PRIORITY: NOT REPORTED
ABATEMENT METHOD: NOT REPORTED

Leaking Underground Storage Tanks (LUST)

ADDITIONAL INFORMATION

WATER SYSTEM ID #: NOT REPORTED WATER WELL ID #: NOT REPORTED
WATER SYSTEM FOR THE NEAREST PUBLIC DRINKING WATER WELL: NOT REPORTED
WELL NAME FOR THE NEAREST DRINKING WATER WELL: NOT REPORTED
DISTANCE TO NEAREST DRINKING WATER WELL: 0
GROUNDWATER BASIN: NOT REPORTED
BENEFICIAL USE: MUNICIPAL AND DOMESTIC SUPPLY

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Leaking Underground Storage Tanks (LUST)

MAP ID# 7

Distance from Property: 0.266 mi. (1,404 ft.) E
Elevation: 240 ft. (Lower than TP)

SITE INFORMATION

ID#: T0608501827 REGIONAL CASE #: 43-1975 LOCAL CASE #: SBS0806
SITE NAME: CHEVRON RESPONSIBLE PARTY: BLANK RP
ADDRESS: 3160 BASCOM AVE S ADDRESS: NOT REPORTED
SAN JOSE, CA 95124
CROSS STREET: NOT REPORTED
COUNTY: SANTA CLARA
FACILITY OPERATOR: NOT REPORTED

CASE INFORMATION

CASE TYPE: OTHER GROUNDWATER (NOT USED FOR DRINKING WATER) CASE WAS REPORTED: 1992-12-24
CASE ENTERED INTO SYSTEM: 1992-12-24 CASE WAS REVIEWED: 1999-12-29
CASE WAS CLOSED: 1994-07-21
ENFORCEMENT TYPE: NO ACTION
ENFORCEMENT BEGAN: NOT REPORTED
FUNDING TYPE: NOT REPORTED
REGIONAL BOARD RESPONSIBLE FOR CASE: SAN FRANCISCO BAY REGIONAL WATER QUALITY CONTROL BOARD
PROGRAM FOR THE CASE: LUST - LEAKING UNDERGROUND STORAGE TANK PROGRAM
INTERIM FOR THE CASE: NOT REPORTED
CURRENT STATUS: 9 - CASE CLOSED
LEAD AGENCY: REGIONAL BOARD LEAD LOCAL AGENCY: SANTA CLARA VALLEY WATER DISTRICT
UNDERGROUND STORAGE TANK PROGRAM UNIT
MTBE CLASSIFICATION: NOT REPORTED
MAXIMUM MTBE CONCENTRATION WAS FOUND: 1965-01-02
MAXIMUM GROUNDWATER CONCENTRATION OF MTBE: 2200
MAXIMUM SOIL CONCENTRATION OF MTBE: NOT REPORTED
NUMBER OF MTBE ANALYTICAL RESULTS: 1 MTBE TESTED: YES
NUMBER OF GASOLINE ANALYTICAL RESULTS: 0
CASE SUMMARY: MTBE REFLECTS HIGHEST CONCENTRATION (TAKEN 3/27/97)

LEAKING TANK INFORMATION

HOW THE CASE/LEAK WAS DISCOVERED: TANK CLOSURE DATE LEAK WAS DISCOVERED: 1992-12-24
HOW THE CASE/LEAK WAS STOPPED: NOT REPORTED LEAK WAS STOPPED: 1992-12-24
CAUSE OF LEAK: NOT REPORTED SOURCE OF LEAK: NOT REPORTED

LEAK CONFIRMATION: NOT REPORTED
SUBSTANCE/S RELEASED: DIESEL FUEL OIL AND ADDITIVES
QUANTITY OF SUBSTANCE RELEASED: NOT REPORTED

SITE ASSESSMENT AND REMEDIAL ACTION INFORMATION

PRELIMINARY SITE ASSESSEMENT WORKPLAN SUBMITTED: NOT REPORTED
PRELIMINARY SITE ASSESSEMENT UNDERWAY: NOT REPORTED
REMEDIAL ACTION UNDERWAY: NOT REPORTED POLLUTION CHARACTERIZATION: NOT REPORTED
REMEDICATION PLAN: NOT REPORTED VERIFICATION MONITORING UNDERWAY: NOT REPORTED
CLEANUP FUND ID: NOT REPORTED PRIORITY: NOT REPORTED
ABATEMENT METHOD: NOT REPORTED

Leaking Underground Storage Tanks (LUST)

ADDITIONAL INFORMATION

WATER SYSTEM ID #: **NOT REPORTED** WATER WELL ID #: **NOT REPORTED**
WATER SYSTEM FOR THE NEAREST PUBLIC DRINKING WATER WELL: **NOT REPORTED**
WELL NAME FOR THE NEAREST DRINKING WATER WELL: **NOT REPORTED**
DISTANCE TO NEAREST DRINKING WATER WELL: **0**
GROUNDWATER BASIN: **SANTA CLARA BASIN (2**
BENEFICIAL USE: **NOT REPORTED**

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GeoTracker Cleanup Sites (CLEANUPSITES)

MAP ID# 7

Distance from Property: 0.266 mi. (1,404 ft.) E

Elevation: 240 ft. (Lower than TP)

FACILITY INFORMATION

GLOBAL ID: T0602991974

BUSINESS NAME: EXETER GROVES #1

ADDRESS: HART AND KYTE ST
MCFARLAND, CA 93215

COUNTY: KERN

FACILITY DETAILS

CASE TYPE: LUST CLEANUP SITE

CASE NUMBER: 5T15000876

STATUS: COMPLETED - CASE CLOSED 3/5/1990

POTENTIAL CONTAMINATION:

GASOLINE

POTENTIAL MEDIA AFFECTED:

SOIL

SITE HISTORY:

NOT REPORTED

REGULATORY ACTIVITIES

TYPE OF ACTION:	DATE:	ACTION:
OTHER	01/01/50	LEAK DISCOVERY
OTHER	01/01/50	LEAK REPORTED
OTHER	01/01/50	LEAK STOPPED
OTHER	11/19/2001	LEAK REPORTED
OTHER	08/16/1989	LEAK DISCOVERY
OTHER	08/16/1989	LEAK STOPPED

STATUS HISTORY

STATUS:	DATE:
COMPLETED - CASE CLOSED	03/05/1990
OPEN - CASE BEGIN DATE	08/16/1989

CONTACT DETAILS

ORGANIZATION: KERN COUNTY
ADDRESS: 2700 "M" STREET SUITE 300
CITY: BAKERSFIELD
CONTACT NAME: DOLORES GOUGH
CONTACT TYPE: LOCAL AGENCY CASEWORKER
CONTACT PHONE: NOT REPORTED
EMAIL: NOT REPORTED
ORGANIZATION: CENTRAL VALLEY RWQCB (REGION 5F)
ADDRESS: 1685 E STREET
CITY: FRESNO
CONTACT NAME: JOHN WHITING
CONTACT TYPE: REGIONAL BOARD CASEWORKER
CONTACT PHONE: NOT REPORTED
EMAIL: JWHITING@WATERBOARDS.CA.GOV

GeoTracker Cleanup Sites (CLEANUPSITES)

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GeoTracker Cleanup Sites (CLEANUPSITES)

MAP ID# 8

Distance from Property: 0.286 mi. (1,510 ft.) NE
Elevation: 237 ft. (Lower than TP)

FACILITY INFORMATION

GLOBAL ID: T0608501521
BUSINESS NAME: UNOCAL #4328
ADDRESS: 3145 S BASCOM AVE
SAN JOSE, CA 95101
COUNTY: SANTA CLARA

FACILITY DETAILS

CASE TYPE: LUST CLEANUP SITE
CASE NUMBER: NOT REPORTED
STATUS: COMPLETED - CASE CLOSED 9/4/1991
POTENTIAL CONTAMINATION:
WASTE OIL / MOTOR / HYDRAULIC / LUBRICATING
POTENTIAL MEDIA AFFECTED:
SOIL

SITE HISTORY:
NOT REPORTED

REGULATORY ACTIVITIES

TYPE OF ACTION:	DATE:	ACTION:
OTHER	01/01/50	LEAK REPORTED
REMEDIATION	01/01/50	EXCAVATION
ENFORCEMENT	09/04/1991	CLOSURE/NO FURTHER ACTION LETTER
ENFORCEMENT	07/15/1991	NOTICE OF RESPONSIBILITY - #39300
OTHER	06/06/1991	LEAK REPORTED
RESPONSE	03/26/1991	OTHER REPORT / DOCUMENT
REMEDIATION	02/07/1991	EXCAVATION

STATUS HISTORY

STATUS:	DATE:
COMPLETED - CASE CLOSED	09/04/1991
OPEN - CASE BEGIN DATE	02/07/1991
OPEN - SITE ASSESSMENT	02/07/1991

CONTACT DETAILS

ORGANIZATION: SANTA CLARA COUNTY LOP
ADDRESS: 1555 BERGER DRIVE, SUITE 300
CITY: SAN JOSE
CONTACT NAME: UST CASE WORKER
CONTACT TYPE: LOCAL AGENCY CASEWORKER
CONTACT PHONE: 408-918-3400
EMAIL: NOT REPORTED
ORGANIZATION: SAN FRANCISCO BAY RWQCB (REGION 2)
ADDRESS: 1515 CLAY STREET, SUITE 1400
CITY: OAKLAND
CONTACT NAME: ZSC
CONTACT TYPE: REGIONAL BOARD CASEWORKER

GeoTracker Cleanup Sites (CLEANUPSITES)

CONTACT PHONE: NOT REPORTED

EMAIL: NOT REPORTED

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Cortese List (CORTESE)

[MAP ID# 8](#)

Distance from Property: 0.286 mi. (1,510 ft.) NE
Elevation: 237 ft. (Lower than TP)

FACILITY INFORMATION

ID#: 43-2109

NAME: UNOCAL

ADDRESS: 3145 B BASCOM
SAN JOSE, CA

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Cortese List (CORTESE)

[MAP ID# 8](#)

Distance from Property: 0.286 mi. (1,510 ft.) NE
Elevation: 237 ft. (Lower than TP)

FACILITY INFORMATION

ID#: 43-1559

NAME: UNOCAL

ADDRESS: 3145 BASCOM

CAMPBELL, CA 95008

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Leaking Underground Storage Tanks (LUST)

MAP ID# 8

Distance from Property: 0.286 mi. (1,510 ft.) NE
Elevation: 237 ft. (Lower than TP)

SITE INFORMATION

ID#: T0608501937 REGIONAL CASE #: NOT REPORTED LOCAL CASE #: 08S1W02F06F
SITE NAME: UNOCAL #4328 RESPONSIBLE PARTY: SCARTEEN CORPORATION
ADDRESS: 3145 S BASCOM AVE ADDRESS: PO BOX 7600
SAN JOSE, CA 95101
CROSS STREET: NOT REPORTED
COUNTY: SANTA CLARA
FACILITY OPERATOR: NOT REPORTED

CASE INFORMATION

CASE TYPE: SOIL IMPACTED CASE WAS REPORTED: 1995-01-19
CASE ENTERED INTO SYSTEM: NOT REPORTED CASE WAS REVIEWED: NOT REPORTED
CASE WAS CLOSED: 1996-01-12
ENFORCEMENT TYPE: NOT REPORTED
ENFORCEMENT BEGAN: NOT REPORTED
FUNDING TYPE: NOT REPORTED
REGIONAL BOARD RESPONSIBLE FOR CASE: SAN FRANCISCO BAY REGIONAL WATER QUALITY CONTROL BOARD
PROGRAM FOR THE CASE: LUST - LEAKING UNDERGROUND STORAGE TANK PROGRAM
INTERIM FOR THE CASE: NOT REPORTED
CURRENT STATUS: 9 - CASE CLOSED
LEAD AGENCY: LOCAL AGENCY LEAD LOCAL AGENCY: SANTA CLARA VALLEY WATER DISTRICT
UNDERGROUND STORAGE TANK PROGRAM UNIT
MTBE CLASSIFICATION: NOT REPORTED
MAXIMUM MTBE CONCENTRATION WAS FOUND: NOT REPORTED
MAXIMUM GROUNDWATER CONCENTRATION OF MTBE: NOT REPORTED
MAXIMUM SOIL CONCENTRATION OF MTBE: NOT REPORTED
NUMBER OF MTBE ANALYTICAL RESULTS: 0 MTBE TESTED: NOT TESTED
NUMBER OF GASOLINE ANALYTICAL RESULTS: 1
CASE SUMMARY: NOT REPORTED

LEAKING TANK INFORMATION

HOW THE CASE/LEAK WAS DISCOVERED: NOT REPORTED DATE LEAK WAS DISCOVERED: NOT REPORTED
HOW THE CASE/LEAK WAS STOPPED: NOT REPORTED LEAK WAS STOPPED: NOT REPORTED
CAUSE OF LEAK: NOT REPORTED SOURCE OF LEAK: NOT REPORTED
LEAK CONFIRMATION: NOT REPORTED
SUBSTANCE/S RELEASED: GASOLINE - AUTOMOTIVE
QUANTITY OF SUBSTANCE RELEASED: NOT REPORTED

SITE ASSESSMENT AND REMEDIAL ACTION INFORMATION

PRELIMINARY SITE ASSESSEMENT WORKPLAN SUBMITTED: NOT REPORTED
PRELIMINARY SITE ASSESSEMENT UNDERWAY: NOT REPORTED
REMEDIAL ACTION UNDERWAY: NOT REPORTED POLLUTION CHARACTERIZATION: NOT REPORTED
REMEDICATION PLAN: NOT REPORTED VERIFICATION MONITORING UNDERWAY: NOT REPORTED
CLEANUP FUND ID: NOT REPORTED PRIORITY: NOT REPORTED
ABATEMENT METHOD: NOT REPORTED

Leaking Underground Storage Tanks (LUST)

ADDITIONAL INFORMATION

WATER SYSTEM ID #: **NOT REPORTED** WATER WELL ID #: **NOT REPORTED**

WATER SYSTEM FOR THE NEAREST PUBLIC DRINKING WATER WELL: **NOT REPORTED**

WELL NAME FOR THE NEAREST DRINKING WATER WELL: **NOT REPORTED**

DISTANCE TO NEAREST DRINKING WATER WELL: **0**

GROUNDWATER BASIN: **NOT REPORTED**

BENEFICIAL USE: **MUNICIPAL AND DOMESTIC SUPPLY**

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Leaking Underground Storage Tanks (LUST)

MAP ID# 8

Distance from Property: 0.286 mi. (1,510 ft.) NE
Elevation: 237 ft. (Lower than TP)

SITE INFORMATION

ID#: T0608501521 REGIONAL CASE #: NOT REPORTED LOCAL CASE #: 08S1W02F05F
SITE NAME: UNOCAL #4328 RESPONSIBLE PARTY: RICK SISK
ADDRESS: 3145 S BASCOM AVE ADDRESS: 2000 CROW CANYON PL., STE. 400
SAN JOSE, CA 95101
CROSS STREET: NOT REPORTED
COUNTY: SANTA CLARA
FACILITY OPERATOR: NOT REPORTED

CASE INFORMATION

CASE TYPE: SOIL IMPACTED CASE WAS REPORTED: 1991-06-06
CASE ENTERED INTO SYSTEM: NOT REPORTED CASE WAS REVIEWED: NOT REPORTED
CASE WAS CLOSED: 1991-09-04
ENFORCEMENT TYPE: NOTICE OF RESPONSIBILITY
ENFORCEMENT BEGAN: NOT REPORTED
FUNDING TYPE: NOT REPORTED
REGIONAL BOARD RESPONSIBLE FOR CASE: SAN FRANCISCO BAY REGIONAL WATER QUALITY CONTROL BOARD
PROGRAM FOR THE CASE: LUST - LEAKING UNDERGROUND STORAGE TANK PROGRAM
INTERIM FOR THE CASE: NOT REPORTED
CURRENT STATUS: 9 - CASE CLOSED
LEAD AGENCY: LOCAL AGENCY LEAD LOCAL AGENCY: SANTA CLARA VALLEY WATER DISTRICT
UNDERGROUND STORAGE TANK PROGRAM UNIT
MTBE CLASSIFICATION: NOT REPORTED
MAXIMUM MTBE CONCENTRATION WAS FOUND: NOT REPORTED
MAXIMUM GROUNDWATER CONCENTRATION OF MTBE: NOT REPORTED
MAXIMUM SOIL CONCENTRATION OF MTBE: NOT REPORTED
NUMBER OF MTBE ANALYTICAL RESULTS: 0 MTBE TESTED: NOT REQUIRED
NUMBER OF GASOLINE ANALYTICAL RESULTS: 0
CASE SUMMARY: NOT REPORTED

LEAKING TANK INFORMATION

HOW THE CASE/LEAK WAS DISCOVERED: NOT REPORTED DATE LEAK WAS DISCOVERED: NOT REPORTED
HOW THE CASE/LEAK WAS STOPPED: NOT REPORTED LEAK WAS STOPPED: NOT REPORTED
CAUSE OF LEAK: NOT REPORTED SOURCE OF LEAK: NOT REPORTED
LEAK CONFIRMATION: NOT REPORTED
SUBSTANCE/S RELEASED: WASTE OIL/USED OIL
QUANTITY OF SUBSTANCE RELEASED: NOT REPORTED

SITE ASSESSMENT AND REMEDIAL ACTION INFORMATION

PRELIMINARY SITE ASSESSEMENT WORKPLAN SUBMITTED: NOT REPORTED
PRELIMINARY SITE ASSESSEMENT UNDERWAY: 1991-02-07
REMEDIAL ACTION UNDERWAY: NOT REPORTED POLLUTION CHARACTERIZATION: NOT REPORTED
REMEDICATION PLAN: NOT REPORTED VERIFICATION MONITORING UNDERWAY: NOT REPORTED
CLEANUP FUND ID: NOT REPORTED PRIORITY: NOT REPORTED
ABATEMENT METHOD: NOT REPORTED

Leaking Underground Storage Tanks (LUST)

ADDITIONAL INFORMATION

WATER SYSTEM ID #: **NOT REPORTED** WATER WELL ID #: **NOT REPORTED**
WATER SYSTEM FOR THE NEAREST PUBLIC DRINKING WATER WELL: **NOT REPORTED**
WELL NAME FOR THE NEAREST DRINKING WATER WELL: **NOT REPORTED**
DISTANCE TO NEAREST DRINKING WATER WELL: **0**
GROUNDWATER BASIN: **NOT REPORTED**
BENEFICIAL USE: **MUNICIPAL AND DOMESTIC SUPPLY**

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GeoTracker Cleanup Sites (CLEANUPSITES)

MAP ID# 8

Distance from Property: 0.286 mi. (1,510 ft.) NE
Elevation: 237 ft. (Lower than TP)

FACILITY INFORMATION

GLOBAL ID: T0608501937
BUSINESS NAME: UNOCAL #4328
ADDRESS: 3145 S BASCOM AVE
SAN JOSE, CA 95101
COUNTY: SANTA CLARA

FACILITY DETAILS

CASE TYPE: LUST CLEANUP SITE
CASE NUMBER: NOT REPORTED
STATUS: COMPLETED - CASE CLOSED 1/12/1996
POTENTIAL CONTAMINATION:

GASOLINE

POTENTIAL MEDIA AFFECTED:

SOIL

SITE HISTORY:

NOT REPORTED

REGULATORY ACTIVITIES

TYPE OF ACTION:	DATE:	ACTION:
OTHER	01/01/50	LEAK REPORTED
ENFORCEMENT	01/12/1996	CLOSURE/NO FURTHER ACTION LETTER
RESPONSE	01/12/1996	OTHER REPORT / DOCUMENT
OTHER	01/19/1995	LEAK REPORTED

STATUS HISTORY

STATUS:	DATE:
COMPLETED - CASE CLOSED	01/12/1996
OPEN - CASE BEGIN DATE	01/19/1995

CONTACT DETAILS

ORGANIZATION: SANTA CLARA COUNTY LOP
ADDRESS: 1555 BERGER DRIVE, SUITE 300
CITY: SAN JOSE
CONTACT NAME: UST CASE WORKER
CONTACT TYPE: LOCAL AGENCY CASEWORKER
CONTACT PHONE: 408-918-3400
EMAIL: NOT REPORTED
ORGANIZATION: SAN FRANCISCO BAY RWQCB (REGION 2)
ADDRESS: 1515 CLAY STREET, SUITE 1400
CITY: OAKLAND
CONTACT NAME: ZSC
CONTACT TYPE: REGIONAL BOARD CASEWORKER
CONTACT PHONE: NOT REPORTED
EMAIL: NOT REPORTED

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GeoTracker Cleanup Sites (CLEANUPSITES)

MAP ID# 9

Distance from Property: 0.295 mi. (1,558 ft.) N
Elevation: 231 ft. (Lower than TP)

FACILITY INFORMATION

GLOBAL ID: T0608500344
BUSINESS NAME: CHEVRON #9-8354
ADDRESS: 1402 CAMDEN AVENUE
CAMPBELL, CA 95008
COUNTY: SANTA CLARA

FACILITY DETAILS

CASE TYPE: LUST CLEANUP SITE
CASE NUMBER: 03-107
STATUS: OPEN - SITE ASSESSMENT 3/23/2007
POTENTIAL CONTAMINATION:
DIESEL, MTBE / TBA / OTHER FUEL OXYGENATES, GASOLINE
POTENTIAL MEDIA AFFECTED:
OTHER GROUNDWATER (USES OTHER THAN DRINKING WATER), SOIL
SITE HISTORY:

THE SITE IS LOCATED ON THE NORTHEAST CORNER AT THE INTERSECTION OF ERIN WAY AND CAMDEN AVENUE IN AN UNINCORPORATED PART OF THE COUNTY OF SANTA CLARA (FIGURE 1). THE SITE IS BORDERED TO THE SOUTHWEST BY CAMDEN AVENUE, TO THE NORTHWEST BY ERIN WAY, TO THE SOUTHEAST BY COMMERCIAL PROPERTY, AND TO THE NORTHEAST BY A RESIDENCE/DAY CARE CENTER. A JIFFY LUBE® IS LOCATED SOUTHWEST ACROSS CAMDEN AVENUE. AN ACTIVE USA PETROLEUM-BRANDED SERVICE STATION IS LOCATED ADJACENT TO THE SITE ON THE NORTHWEST SIDE OF ERIN WAY (SECOR, 2007). THE SITE ELEVATION IS APPROXIMATELY 225 FEET ABOVE MEAN SEA LEVEL (MSL) AND IS LOCATED IN THE SANTA CLARA VALLEY GROUNDWATER BASIN. LOS GATOS CREEK IS LOCATED APPROXIMATELY 2,000 FEET WEST AND NORTHWEST OF THE SITE AND FLOWS NORTHEAST TOWARDS THE GUADALUPE RIVER. CURRENTLY, THE SITE HAS AN AREA OF APPROXIMATELY 0.5 ACRE AND IS CURRENTLY OCCUPIED BY THE CAMDEN RETAIL CENTER. THE BUILDING WAS COMPLETED IN SUMMER 2006 AND IS APPROXIMATELY 7,000 SQUARE FEET. IT HAS THREE SEPARATE SPACES FOR RETAIL/OFFICE USE. THE BUILDING CURRENTLY HOUSES A SUBWAY SANDWICH SHOP AND TWO UNOCCUPIED COMMERCIAL UNITS (SECOR, 2007). A FOOTPRINT OF THE BUILDING IS SHOWN ON FIGURE 2. WHEN THE SITE WAS IN USE AS A CHEVRON-BRANDED SERVICE STATION, SITE FEATURES INCLUDED A STATION BUILDING, TWO PRODUCT DISPENSER ISLANDS, ONE 1,000-GALLON DOUBLE-WALL FIBERGLASS FORMER USED OIL UNDERGROUND STORAGE TANK (UST), AND THREE GASOLINE USTS. THE GASOLINE USTS INCLUDED ONE 10,000-GALLON SINGLE-WALL FIBERGLASS TANK AND TWO 7,500-GALLON SINGLE-WALL STEEL TANKS (SECOR, 2007). A FOOTPRINT OF THE FORMER FUEL FEATURES IS SHOWN IN FIGURE 2. SERVICE STATION OPERATIONS CEASED IN MAY 1998. THE BUILDING WAS DEMOLISHED IN JUNE 1998, AND ALL USTS AND PRODUCT LINES WERE REMOVED IN JULY 1998. SUBSEQUENTLY, 16 SOIL SAMPLES WERE COLLECTED AT A MAXIMUM DEPTH OF 15 FEET BELOW GROUND SURFACE (BGS) FROM THE UST EXCAVATION AND FROM DEPTHS RANGING FROM 2 TO 3 FEET BGS FROM THE PRODUCT LINE EXCAVATIONS AND SUBMITTED FOR LABORATORY ANALYSIS. LABORATORY ANALYSIS OF THE SOIL SAMPLES IDENTIFIED PETROLEUM CONSTITUENTS BENEATH THE GASOLINE USTS, PRODUCT LINES, AND DISPENSER ISLANDS (SECOR, 2007). THE GASOLINE UST LOCATIONS WERE THEN OVER-EXCAVATED TO A DEPTH OF 20 FEET BGS WHILE THE AREA ENCOMPASSING THE PUMP ISLANDS AND PRODUCT LINES WAS OVER-EXCAVATED TO A DEPTH OF 5 TO 10 FEET BGS. TWELVE ADDITIONAL SOIL SAMPLES WERE COLLECTED AT A MAXIMUM DEPTH OF 20 FEET BGS FROM THE UST OVER-EXCAVATION AND FROM APPROXIMATELY 6.5 TO 10 FEET BGS FROM THE PRODUCT LINE OVEREXCAVATIONS. LABORATORY ANALYSIS OF THE SOIL SAMPLES COLLECTED DURING OVER-EXCAVATION CONFIRMED THE PRESENCE OF PETROLEUM CONSTITUENTS (TOUCHSTONE DEVELOPMENTS, 1998). TWO VADOSE-ZONE GROUNDWATER MONITORING WELLS WERE ALSO INSTALLED ON SITE TO A DEPTH OF APPROXIMATELY 16 FEET BGS. THE DATE THAT THESE WELLS

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WERE INSTALLED IS UNCLEAR. BETWEEN DECEMBER 14, 1998 AND JANUARY 12, 1999, TOUCHSTONE DEVELOPMENTS DRILLED THREE EXPLORATORY BOREHOLES (B-1 THROUGH B-3) AND THREE WELL BOREHOLES (MW-1 THROUGH MW-3). THE WELL BOREHOLES WERE ADVANCED TO DEPTHS BETWEEN 105 AND 110 FEET BGS. A TOTAL OF 89 SOIL SAMPLES FROM VARIOUS DEPTHS WERE SUBMITTED FOR CHEMICAL ANALYSIS. SAMPLES WERE ANALYZED FOR TOTAL PETROLEUM HYDROCARBONS AS GASOLINE RANGE ORGANICS (TPH-GRO), BENZENE, TOLUENE ETHYLBENZENE, AND TOTAL XYLENES (BTEX COMPOUNDS), AND GASOLINE OXYGENATES INCLUDING METHYLTERTIARY-BUTYL ETHER (MTBE) AND TERTIARY-BUTYL ALCOHOL (TBA). TPH-GRO WAS DETECTED IN 35 PERCENT OF THE SAMPLES, BTEX COMPOUNDS WERE DETECTED IN 25 PERCENT (BENZENE) AND 50 PERCENT (XYLENES) OF THE SAMPLES, AND MTBE WAS DETECTED IN 50 PERCENT OF THE SAMPLES. TBA WAS THE ONLY FUEL OXYGENATE DETECTED IN ADDITION TO MTBE IN 50 PERCENT OF THE SAMPLES. TOTAL OIL AND GREASE (TOG) WAS ALSO DETECTED IN ONE SAMPLE. TOUCHSTONE DEVELOPMENTS ALSO COLLECTED EIGHT GRAB GROUNDWATER SAMPLES FROM EACH OF THE SIX BOREHOLES. BETWEEN JANUARY 1999 AND JULY 2000, 21 ADDITIONAL GROUNDWATER SAMPLES WERE COLLECTED QUARTERLY (SEVEN ROUNDS) FROM WELLS MW-1, MW-2, AND MW-3. SAMPLES WERE CONSISTENTLY ANALYZED FOR PETROLEUM HYDROCARBONS. TPH-GRO WAS DETECTED IN 10 PERCENT OF THE SAMPLES, BTEX COMPOUNDS WERE DETECTED IN 10 PERCENT (BENZENE) AND 30 PERCENT (TOLUENE AND TOTAL XYLENES) OF THE SAMPLES AND MTBE WAS DETECTED IN 38 PERCENT OF THE SAMPLES. THE SANTA CLARA VALLEY WATER DISTRICT (SCVWD) REQUESTED AN ADDITIONAL SUBSURFACE INVESTIGATION TO FURTHER CHARACTERIZE THE EXTENT OF PETROLEUM HYDROCARBONS IN SOIL AND GROUNDWATER BENEATH THE SITE (SCVWD, NOVEMBER 16, 1998). MONITORING WELL MW-4 WAS INSTALLED TO PROVIDE THE ADDITIONAL MONITORING REQUESTED. SOIL AND GROUNDWATER SAMPLES WERE ANALYZED FOR PETROLEUM CONSTITUENTS. BENZENE WAS DETECTED AT LOW LEVELS IN GROUNDWATER. ON NOVEMBER 2, 2000, SECOR SUBMITTED A RISK-BASED CORRECTIVE ACTION (RBCA) ASSESSMENT FOR THE SITE WHICH IDENTIFIED BENZENE AND MTBE AS TWO CHEMICALS OF POTENTIAL CONCERN (COPC) FOR SOIL AND GROUNDWATER. ANALYSIS OF HYPOTHETICAL RECEPTORS AND EXPOSURE PATHWAYS INDICATED THAT 1) ADVERSE NONCANCER HEALTH EFFECTS ARE NOT ANTICIPATED FOR ANY RECEPTOR UNDER THE EXPOSURE CONDITIONS EVALUATED IN THE RBCA ASSESSMENT; AND 2) ACCEPTABLE EXCESS LIFETIME CANCER RISKS ARE NOT ANTICIPATED FOR ANY RECEPTOR UNDER THE EXPOSURE CONDITIONS EVALUATED. THE SESOIL MODEL WAS ALSO USED IN THE RBCA ASSESSMENT TO DETERMINE MIGRATION POTENTIAL FOR MTBE SINCE IT HAS THE LOWEST TENDENCY TO SORB TO SOIL PARTICLES AND HIGH WATER SOLUBILITY. THE ANALYSIS INDICATED THAT A MAJORITY OF THE MTBE LEACHING FROM SOIL TO SHALLOW GROUNDWATER MAY ALREADY HAVE OCCURRED; THEREFORE, THE MODEL PREDICTED THAT MTBE WOULD NOT MIGRATE FROM SOIL TO GROUNDWATER IN THE UPPERMOST SATURATED ZONE IN A 30 YEAR TIME PERIOD. THE MAXIMUM DEPTH ASSUMED TO BE REACHED BY MTBE AT 30-YEARS WAS 77.69 FEET BGS (SECOR, 2000). ON DECEMBER 10, 2001, SECOR SUBMITTED SITE SUMMARY AND CLOSURE RECOMMENDATIONS OUTLINING SITE CHARACTERISTICS RELATIVE TO SPECIFIC REGIONAL WATER QUALITY CONTROL BOARD (RWQCB) - SAN FRANCISCO BAY REGION CLOSURE CRITERIA. IN SUMMARY, 1) THE LEAK HAS BEEN STOPPED AND ONGOING SOURCES ARE REMOVED AND REMEDIATED; 2) THE SITE HAS BEEN ADEQUATELY CHARACTERIZED; 3) LITTLE OR NO GROUNDWATER IMPACT CURRENTLY EXISTS AND NO GASOLINE CONSTITUENTS ARE FOUND AT LEVELS ABOVE ESTABLISHED MAXIMUM CONTAMINANT LEVELS (MCLS) OR OTHER APPLICABLE WATERQUALITY OBJECTIVES; 4) THE DISSOLVED HYDROCARBON PLUME IS NOT MIGRATING; 5) NO WATER WELLS, DEEPER DRINKING WATER AQUIFERS, SURFACE WATER, OR OTHER SENSITIVE RECEPTORS ARE LIKELY TO BE IMPACTED; AND 6) THE SITE PRESENTS NO SIGNIFICANT RISK TO HUMAN HEALTH OR THE ENVIRONMENT (SECOR, 2001A). QUARTERLY GROUNDWATER MONITORING CONTINUED THROUGH OCTOBER 2003 (SECOR, 2001B). THE DIRECTION OF GROUNDWATER FLOW BETWEEN 1999 AND 2003, WAS PRIMARILY TO THE EAST-NORTHEAST. THE HYDROSTRATIGRAPHY BENEATH THE SITE CONSISTED OF TWO GROUNDWATER-BEARING ZONES; AN UPPER ZONE REFERRED TO AS "ZONE A," AND A LOWER ZONE REFERRED TO AS "ZONE B." IN A DECEMBER 22, 2003 TRANSMITTAL FROM THE RWQCB - SAN FRANCISCO BAY REGION, CLOSURE STATUS FOR THE SITE WAS GRANTED BASED ON THE CONCLUSIONS FROM THE RBCA AND THE SITE SUMMARY AND CLOSURE RECOMMENDATIONS REPORTS THAT A CONTINUING THREAT TO GROUNDWATER, HUMAN HEALTH AND THE ENVIRONMENT FROM RESIDUAL PETROLEUM HYDROCARBONS DOES NOT EXIST AT THE SITE. REGULATORY JURISDICTION OVER THE SITE HAS SINCE TRANSFERRED

GeoTracker Cleanup Sites (CLEANUPSITES)

TO THE CSCDEH LOCAL OVERSIGHT PROGRAM (LOP). ON FEBRUARY 12, 2007, THE CSCDEH DETERMINED THAT, DUE TO ELEVATED CONCENTRATIONS OF MTBE AND TPH-GRO IN THE OFF-SITE GROUNDWATER MONITORING WELL (MW-9) ASSOCIATED WITH THE ACTIVE USA PETROLEUM SERVICE STATION, SUFFICIENT JUSTIFICATION EXISTED TO REOPEN THE CASE FOR FURTHER INVESTIGATION (CSCDEH CASE NO. 14-771). IN PARTICULAR, GROUNDWATER AT THE SITE WAS LAST MONITORED PRIOR TO CLOSURE IN JULY 2003 WHEN DEPTH-TO-GROUNDWATER WAS BETWEEN 96 AND 98 FEET BGS. ACCORDING QUARTERLY REPORTS, DEPTH-TO-GROUNDWATER IN WELL MW-9 IS NOW OBSERVED AT 38 TO 44 FEET BGS. CSCDEH DIRECTED CHEVRON TO IMPLEMENT AN ADDITIONAL INVESTIGATION TO IDENTIFY ANY POTENTIAL RESIDUAL SOURCE(S) CONTRIBUTING TO LOCAL GROUNDWATER IMPACTS (CSCDEH, FEBRUARY 12, 2007). BETWEEN JULY 16 AND 19, 2007, SECOR ADVANCED EXPLORATORY BOREHOLES (B-4 THROUGH B-7) IN GROUNDWATER-BEARING ZONE A TO CHARACTERIZE PETROLEUM HYDROCARBON IMPACTS TO GROUNDWATER AND SOIL BENEATH THE SITE (SHOWN ON FIGURE 2). GROUNDWATER WAS ONLY ENCOUNTERED IN BOREHOLE B-7 AND THE TOTAL DEPTH INVESTIGATED WAS TO 65 FEET BGS. DUE TO CONCERNS ABOUT VERTICAL CROSS-CONTAMINATION, THE REMAINING SOIL BORINGS WERE NOT ADVANCED TO THE PREVIOUSLY ANTICIPATED DEPTH IN ZONE B. CONCENTRATIONS OF TPH-GRO, MTBE, AND TBA WERE ENCOUNTERED IN THE GROUNDWATER SAMPLE COLLECTED FROM BOREHOLE B-7, AND MTBE AND TBA WERE DETECTED IN SOIL AT BOREHOLES B-4, B-6, AND B-7. THE ACTIVE USA PETROLEUM-BRANDED SERVICE STATION IS LOCATED ADJACENT TO THE SITE ON THE NORTHWEST SIDE OF ERIN WAY (SHOWN ON FIGURE 2). THE USA PETROLEUM-BRANDED SERVICE STATION HAS AN OPEN ENVIRONMENTAL CASE REGULATED BY THE CSCDEH (CASE NO. 08S1W02E01F) AND IS MANAGED BY TESORO PETROLEUM COMPANIES INCORPORATED (TESORO) AND THEIR CONSULTANT, HORIZON ENVIRONMENTAL INCORPORATED. THE USA SITE HAS BEEN AN ACTIVE GASOLINE SERVICE STATION SINCE 1959. IN 1985, ULTRAMAR, INC. PURCHASED THE SITE AND OPERATED BEACON STATION NO. 3420. TESORO PURCHASED THE SITE FROM BEACON IN MAY 2002, AND THEN SOLD THE STATION TO USA PETROLEUM LATER THAT SAME YEAR. TESORO REMAINS THE ENVIRONMENTAL CASE RESPONSIBLE PARTY FOR THE SITE (HORIZON ENVIRONMENTAL, 2003A). THERE ARE CURRENTLY 15 GROUNDWATER MONITORING WELLS (VW-2, VW-3, VW-5, VW-6, VW-9, CB-2, CB-3, SW-1 AND MW-7 THROUGH MW-13) ASSOCIATED WITH THE USA SITE (SHOWN ON FIGURE 2). TWELVE OF THE 15 WELLS ARE LOCATED WITHIN THE USA SITE BOUNDARIES. WELLS MW-9 AND MW-12 ARE LOCATED OFF SITE TO THE SOUTH IN THE ERIN WAY RIGHT-OF-WAY; AND WELL MW-13 IS LOCATED OFFSITE TO THE EAST IN THE SHAMROCK DRIVE RIGHT-OF-WAY. QUARTERLY GROUNDWATER MONITORING HAS BEEN CONDUCTED SINCE LATE 1997. A SOIL VAPOR EXTRACTION SYSTEM STARTED OPERATION AT THE SITE ON JANUARY 1, 1995, AND PERIODICALLY OPERATED THROUGH NOVEMBER 2001, THEN STARTED UP AGAIN IN FEBRUARY 2002. AN OZONE SPARGE SYSTEM BEGAN OPERATION ON DECEMBER 15, 2004 (HORIZON ENVIRONMENTAL, 2007). THE DIRECTION OF GROUNDWATER FLOW IN THE TWO GROUNDWATER-BEARING ZONES BETWEEN 2001 AND 2007, VARIED FROM SOUTHEAST, TO NORTHWEST, TO NORTHEAST, AND MORE RECENTLY FROM THE NORTHWEST TO NORTHEAST. PREVIOUS WORK PERFORMED BY VARIOUS CONTRACTORS FOR USA PETROLEUM INDICATED THAT SOIL AND GROUNDWATER HAVE BEEN IMPACTED BY PETROLEUM HYDROCARBONS, INCLUDING TPH-GRO UP TO 120,000 PARTS PER MILLION (PPM) IN SOIL BENEATH THE USTS, AND DISSOLVED TPH-GRO, BENZENE, AND THE FUEL OXYGENATE MTBE IN GROUNDWATER AROUND THE USTS (HORIZON ENVIRONMENTAL, 2003B).

REGULATORY ACTIVITIES

TYPE OF ACTION:	DATE:	ACTION:
OTHER	01/01/50	LEAK DISCOVERY
OTHER	01/01/50	LEAK REPORTED
OTHER	01/01/50	LEAK STOPPED
REMEDIATION	01/01/50	EXCAVATION
ENFORCEMENT	10/10/2014	STAFF LETTER
RESPONSE	08/15/2014	SITE ASSESSMENT REPORT - REGULATOR RESPONDED
RESPONSE	08/14/2014	REQUEST FOR CLOSURE - REGULATOR RESPONDED
ENFORCEMENT	04/11/2014	STAFF LETTER
ENFORCEMENT	04/04/2014	STAFF LETTER
RESPONSE	02/07/2014	SOIL AND WATER INVESTIGATION WORKPLAN - REGULATOR RESPONDED

GeoTracker Cleanup Sites (CLEANUPSITES)

TYPE OF ACTION:	DATE:	ACTION:
ENFORCEMENT	12/16/2013	STAFF LETTER
RESPONSE	12/16/2013	REQUEST FOR CLOSURE - REGULATOR RESPONDED
RESPONSE	08/30/2013	PRELIMINARY SITE ASSESSMENT WORKPLAN - ADDENDUM - REGULATOR RESPONDED
ENFORCEMENT	08/21/2013	STAFF LETTER
ENFORCEMENT	06/24/2013	STAFF LETTER
RESPONSE	07/31/2012	MONITORING REPORT - QUARTERLY
RESPONSE	04/30/2012	MONITORING REPORT - QUARTERLY
RESPONSE	01/31/2012	MONITORING REPORT - QUARTERLY
RESPONSE	10/31/2011	MONITORING REPORT - QUARTERLY
RESPONSE	08/31/2011	WELL INSTALLATION WORKPLAN
ENFORCEMENT	07/27/2011	STAFF LETTER
ENFORCEMENT	06/20/2011	STAFF LETTER
RESPONSE	08/11/2009	SOIL AND WATER INVESTIGATION WORKPLAN
ENFORCEMENT	06/09/2009	STAFF LETTER - #900296
RESPONSE	09/12/2008	SOIL AND WATER INVESTIGATION REPORT
RESPONSE	03/23/2007	SOIL AND WATER INVESTIGATION WORKPLAN
ENFORCEMENT	02/02/2007	STAFF LETTER - #7022
ENFORCEMENT	01/30/2007	NOTICE OF RESPONSIBILITY - #700301
ENFORCEMENT	12/22/2003	CLOSURE/NO FURTHER ACTION LETTER - #302221
ENFORCEMENT	12/01/2001	STAFF LETTER - #37911
ENFORCEMENT	09/15/2001	STAFF LETTER - #19970
ENFORCEMENT	06/15/2001	STAFF LETTER - #19968
ENFORCEMENT	03/16/2001	STAFF LETTER - #19966
ENFORCEMENT	02/06/2001	STAFF LETTER - #19972
ENFORCEMENT	11/14/2000	STAFF LETTER - #19964
ENFORCEMENT	12/29/1999	STAFF LETTER - #19958
ENFORCEMENT	08/24/1999	STAFF LETTER - #19938
ENFORCEMENT	06/14/1999	STAFF LETTER - #19936
ENFORCEMENT	11/26/1998	STAFF LETTER - #19931
ENFORCEMENT	11/09/1998	NOTICE OF RESPONSIBILITY - #19926
ENFORCEMENT	11/04/1998	STAFF LETTER - #19924
ENFORCEMENT	10/12/1998	STAFF LETTER - #19928
OTHER	09/10/1998	LEAK REPORTED
OTHER	06/05/1998	LEAK DISCOVERY
OTHER	06/05/1998	LEAK STOPPED
REMEDIATION	06/05/1998	EXCAVATION

STATUS HISTORY

STATUS:	DATE:
OPEN - SITE ASSESSMENT	03/23/2007
OPEN - REOPEN CASE	01/29/2007
COMPLETED - CASE CLOSED	12/22/2003
OPEN - SITE ASSESSMENT	02/08/1999
OPEN - CASE BEGIN DATE	06/05/1998

GeoTracker Cleanup Sites (CLEANUPSITES)

STATUS: DATE:
OPEN - SITE ASSESSMENT 06/05/1998

CONTACT DETAILS

ORGANIZATION: SANTA CLARA COUNTY LOP
ADDRESS: 1555 BERGER DRIVE STE 300
CITY: SAN JOSE
CONTACT NAME: GERALD O'REGAN
CONTACT TYPE: LOCAL AGENCY CASEWORKER
CONTACT PHONE: NOT REPORTED
EMAIL: GERALD.O'REGAN@DEH.SCCGOV.ORG
ORGANIZATION: SAN FRANCISCO BAY RWQCB (REGION 2)
ADDRESS: NOT REPORTED
CITY: OAKLAND
CONTACT NAME: JOHN WOLFENDEN
CONTACT TYPE: REGIONAL BOARD CASEWORKER
CONTACT PHONE: NOT REPORTED
EMAIL: JWOLFENDEN@WATERBOARDS.CA.GOV

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Cortese List (CORTESE)

[MAP ID# 9](#)

Distance from Property: 0.295 mi. (1,558 ft.) N
Elevation: 231 ft. (Lower than TP)

FACILITY INFORMATION

ID#: 43-0287

NAME: CHEVRON

ADDRESS: 1402 CAMDEN

CAMPBELL, CA 94583

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Leaking Underground Storage Tanks (LUST)

MAP ID# 9

Distance from Property: 0.295 mi. (1,558 ft.) N
Elevation: 231 ft. (Lower than TP)

SITE INFORMATION

ID#: T0608500344 REGIONAL CASE #: NOT REPORTED LOCAL CASE #: 08S1W02F07F
SITE NAME: CHEVRON #9-8354 RESPONSIBLE PARTY: GREG BARTON
ADDRESS: 1402 CAMDEN ADDRESS: PO BOX 6012
CAMPBELL, CA 95008
CROSS STREET: NOT REPORTED
COUNTY: SANTA CLARA
FACILITY OPERATOR: NOT REPORTED

CASE INFORMATION

CASE TYPE: OTHER GROUNDWATER (NOT USED FOR DRINKING WATER) CASE WAS REPORTED: 1998-09-10
CASE ENTERED INTO SYSTEM: NOT REPORTED CASE WAS REVIEWED: NOT REPORTED
CASE WAS CLOSED: 2003-12-22
ENFORCEMENT TYPE: INFORMAL STAFF ENFORCEMENT LETTER
ENFORCEMENT BEGAN: NOT REPORTED
FUNDING TYPE: NOT REPORTED
REGIONAL BOARD RESPONSIBLE FOR CASE: SAN FRANCISCO BAY REGIONAL WATER QUALITY CONTROL BOARD
PROGRAM FOR THE CASE: LUST - LEAKING UNDERGROUND STORAGE TANK PROGRAM
INTERIM FOR THE CASE: NOT REPORTED
CURRENT STATUS: 6 - REOPEN PREVIOUSLY CLOSED CASE
LEAD AGENCY: LOCAL AGENCY LEAD LOCAL AGENCY: SANTA CLARA HLTH DEPT - TOXICS
MTBE CLASSIFICATION: NOT REPORTED
MAXIMUM MTBE CONCENTRATION WAS FOUND: NOT REPORTED
MAXIMUM GROUNDWATER CONCENTRATION OF MTBE: NOT REPORTED
MAXIMUM SOIL CONCENTRATION OF MTBE: NOT REPORTED
NUMBER OF MTBE ANALYTICAL RESULTS: 0 MTBE TESTED: YES
NUMBER OF GASOLINE ANALYTICAL RESULTS: 1
CASE SUMMARY: NOT REPORTED

LEAKING TANK INFORMATION

HOW THE CASE/LEAK WAS DISCOVERED: TANK CLOSURE DATE LEAK WAS DISCOVERED: 1998-06-05
HOW THE CASE/LEAK WAS STOPPED: CLOSE TANK LEAK WAS STOPPED: 1998-06-05
CAUSE OF LEAK: UNKNOWN SOURCE OF LEAK: UNKNOWN
LEAK CONFIRMATION: NOT REPORTED
SUBSTANCE/S RELEASED: GASOLINE - AUTOMOTIVE
QUANTITY OF SUBSTANCE RELEASED: 0

SITE ASSESSMENT AND REMEDIAL ACTION INFORMATION

PRELIMINARY SITE ASSESSEMENT WORKPLAN SUBMITTED: NOT REPORTED
PRELIMINARY SITE ASSESSEMENT UNDERWAY: 1998-06-05
REMEDIAL ACTION UNDERWAY: NOT REPORTED POLLUTION CHARACTERIZATION: 1999-02-08
REMEDICATION PLAN: NOT REPORTED VERIFICATION MONITORING UNDERWAY: NOT REPORTED
CLEANUP FUND ID: NOT REPORTED PRIORITY: NOT REPORTED
ABATEMENT METHOD: NOT REPORTED

Leaking Underground Storage Tanks (LUST)

ADDITIONAL INFORMATION

WATER SYSTEM ID #: NOT REPORTED WATER WELL ID #: NOT REPORTED
WATER SYSTEM FOR THE NEAREST PUBLIC DRINKING WATER WELL: NOT REPORTED
WELL NAME FOR THE NEAREST DRINKING WATER WELL: NOT REPORTED
DISTANCE TO NEAREST DRINKING WATER WELL: 0
GROUNDWATER BASIN: NOT REPORTED
BENEFICIAL USE: MUNICIPAL AND DOMESTIC SUPPLY

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Leaking Underground Storage Tanks (LUST)

MAP ID# 9

Distance from Property: 0.295 mi. (1,558 ft.) N
Elevation: 231 ft. (Lower than TP)

SITE INFORMATION

ID#: T0608502222 REGIONAL CASE #: NOT REPORTED LOCAL CASE #: 08S1W02F01F
SITE NAME: CHEVRON #9-8354 RESPONSIBLE PARTY: DARRELL HOVANDER
ADDRESS: 1402 CAMDEN AVE ADDRESS: 2 ANNABEL LANE SUITE 200
SAN JOSE, CA 95124
CROSS STREET: NOT REPORTED
COUNTY: SANTA CLARA
FACILITY OPERATOR: NOT REPORTED

CASE INFORMATION

CASE TYPE: SOIL IMPACTED CASE WAS REPORTED: 1988-03-28
CASE ENTERED INTO SYSTEM: NOT REPORTED CASE WAS REVIEWED: NOT REPORTED
CASE WAS CLOSED: 1991-01-23
ENFORCEMENT TYPE: INFORMAL STAFF ENFORCEMENT LETTER
ENFORCEMENT BEGAN: NOT REPORTED
FUNDING TYPE: NOT REPORTED
REGIONAL BOARD RESPONSIBLE FOR CASE: SAN FRANCISCO BAY REGIONAL WATER QUALITY CONTROL BOARD
PROGRAM FOR THE CASE: LUST - LEAKING UNDERGROUND STORAGE TANK PROGRAM
INTERIM FOR THE CASE: NOT REPORTED
CURRENT STATUS: 9 - CASE CLOSED
LEAD AGENCY: LOCAL AGENCY LEAD LOCAL AGENCY: SANTA CLARA VALLEY WATER DISTRICT
UNDERGROUND STORAGE TANK PROGRAM UNIT
MTBE CLASSIFICATION: NOT REPORTED
MAXIMUM MTBE CONCENTRATION WAS FOUND: 2001-02-08
MAXIMUM GROUNDWATER CONCENTRATION OF MTBE: 2.5
MAXIMUM SOIL CONCENTRATION OF MTBE: NOT REPORTED
NUMBER OF MTBE ANALYTICAL RESULTS: 1 MTBE TESTED: YES
NUMBER OF GASOLINE ANALYTICAL RESULTS: 0
CASE SUMMARY: NOT REPORTED

LEAKING TANK INFORMATION

HOW THE CASE/LEAK WAS DISCOVERED: NOT REPORTED DATE LEAK WAS DISCOVERED: NOT REPORTED
HOW THE CASE/LEAK WAS STOPPED: NOT REPORTED LEAK WAS STOPPED: NOT REPORTED
CAUSE OF LEAK: NOT REPORTED SOURCE OF LEAK: NOT REPORTED
LEAK CONFIRMATION: NOT REPORTED
SUBSTANCE/S RELEASED: WASTE OIL/USED OIL
QUANTITY OF SUBSTANCE RELEASED: NOT REPORTED

SITE ASSESSMENT AND REMEDIAL ACTION INFORMATION

PRELIMINARY SITE ASSESSEMENT WORKPLAN SUBMITTED: NOT REPORTED
PRELIMINARY SITE ASSESSEMENT UNDERWAY: 1989-12-16
REMEDIAL ACTION UNDERWAY: NOT REPORTED POLLUTION CHARACTERIZATION: NOT REPORTED
REMEDICATION PLAN: NOT REPORTED VERIFICATION MONITORING UNDERWAY: NOT REPORTED
CLEANUP FUND ID: NOT REPORTED PRIORITY: NOT REPORTED
ABATEMENT METHOD: NOT REPORTED

Leaking Underground Storage Tanks (LUST)

ADDITIONAL INFORMATION

WATER SYSTEM ID #: **NOT REPORTED**

WATER WELL ID #: **NOT REPORTED**

WATER SYSTEM FOR THE NEAREST PUBLIC DRINKING WATER WELL: **NOT REPORTED**

WELL NAME FOR THE NEAREST DRINKING WATER WELL: **NOT REPORTED**

DISTANCE TO NEAREST DRINKING WATER WELL: **0**

GROUNDWATER BASIN: **NOT REPORTED**

BENEFICIAL USE: **MUNICIPAL AND DOMESTIC SUPPLY**

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GeoTracker Cleanup Sites (CLEANUPSITES)

MAP ID# 9

Distance from Property: 0.295 mi. (1,558 ft.) N
Elevation: 231 ft. (Lower than TP)

FACILITY INFORMATION

GLOBAL ID: T0608502222
BUSINESS NAME: CHEVRON #9-8354
ADDRESS: 1402 CAMDEN AVE
SAN JOSE, CA 95124
COUNTY: SANTA CLARA

FACILITY DETAILS

CASE TYPE: LUST CLEANUP SITE
CASE NUMBER: NOT REPORTED
STATUS: COMPLETED - CASE CLOSED 1/23/1991
POTENTIAL CONTAMINATION:
WASTE OIL / MOTOR / HYDRAULIC / LUBRICATING
POTENTIAL MEDIA AFFECTED:
SOIL

SITE HISTORY:
NOT REPORTED

REGULATORY ACTIVITIES

TYPE OF ACTION:	DATE:	ACTION:
OTHER	01/01/50	LEAK REPORTED
REMEDIATION	01/01/50	EXCAVATION
RESPONSE	12/24/2001	MONITORING REPORT - QUARTERLY
ENFORCEMENT	11/29/2001	STAFF LETTER - #19907
ENFORCEMENT	02/08/1991	CLOSURE/NO FURTHER ACTION LETTER
ENFORCEMENT	12/07/1990	NOTICE OF RESPONSIBILITY - #39396
OTHER	03/28/1988	LEAK REPORTED
REMEDIATION	03/28/1988	EXCAVATION
RESPONSE	03/28/1988	OTHER REPORT / DOCUMENT

STATUS HISTORY

STATUS:	DATE:
COMPLETED - CASE CLOSED	01/23/1991
OPEN - SITE ASSESSMENT	12/16/1989
OPEN - CASE BEGIN DATE	03/28/1988

CONTACT DETAILS

ORGANIZATION: SANTA CLARA COUNTY LOP
ADDRESS: 1555 BERGER DRIVE, SUITE 300
CITY: SAN JOSE
CONTACT NAME: UST CASE WORKER
CONTACT TYPE: LOCAL AGENCY CASEWORKER
CONTACT PHONE: 408-918-3400
EMAIL: NOT REPORTED
ORGANIZATION: SAN FRANCISCO BAY RWQCB (REGION 2)
ADDRESS: 1515 CLAY STREET, SUITE 1400
CITY: OAKLAND

GeoTracker Cleanup Sites (CLEANUPSITES)

CONTACT NAME: ZSC
CONTACT TYPE: REGIONAL BOARD CASEWORKER
CONTACT PHONE: NOT REPORTED
EMAIL: NOT REPORTED

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Cortese List (CORTESE)

[MAP ID# 10](#)

Distance from Property: 0.304 mi. (1,605 ft.) E
Elevation: 237 ft. (Lower than TP)

FACILITY INFORMATION

ID#: 43-1090

NAME: QUALITY TUNE UP

ADDRESS: 3146 BASCOM

SAN JOSE, CA 95124

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Leaking Underground Storage Tanks (LUST)

MAP ID# 10

Distance from Property: 0.304 mi. (1,605 ft.) E
Elevation: 237 ft. (Lower than TP)

SITE INFORMATION

ID#: T0608501082 REGIONAL CASE #: NOT REPORTED LOCAL CASE #: 08S1W02F04F
SITE NAME: QUALITY TUNE-UP #4 RESPONSIBLE PARTY: ROY & ROBERTA BORGONOVO
ADDRESS: 3146 S BASCOM AVE ADDRESS: 3031 TISCH WAY, SUITE 610
SAN JOSE, CA 95118
CROSS STREET: NOT REPORTED
COUNTY: SANTA CLARA
FACILITY OPERATOR: NOT REPORTED

CASE INFORMATION

CASE TYPE: DRINKING WATER AQUIFER CASE WAS REPORTED: 1990-10-12
CASE ENTERED INTO SYSTEM: NOT REPORTED CASE WAS REVIEWED: NOT REPORTED
CASE WAS CLOSED: 1998-07-24
ENFORCEMENT TYPE: INFORMAL STAFF ENFORCEMENT LETTER
ENFORCEMENT BEGAN: NOT REPORTED
FUNDING TYPE: NOT REPORTED
REGIONAL BOARD RESPONSIBLE FOR CASE: SAN FRANCISCO BAY REGIONAL WATER QUALITY CONTROL BOARD
PROGRAM FOR THE CASE: LUST - LEAKING UNDERGROUND STORAGE TANK PROGRAM
INTERIM FOR THE CASE: NOT REPORTED
CURRENT STATUS: 9 - CASE CLOSED
LEAD AGENCY: LOCAL AGENCY LEAD LOCAL AGENCY: SANTA CLARA VALLEY WATER DISTRICT
UNDERGROUND STORAGE TANK PROGRAM UNIT
MTBE CLASSIFICATION: NOT REPORTED
MAXIMUM MTBE CONCENTRATION WAS FOUND: 1998-04-07
MAXIMUM GROUNDWATER CONCENTRATION OF MTBE: 5
MAXIMUM SOIL CONCENTRATION OF MTBE: NOT REPORTED
NUMBER OF MTBE ANALYTICAL RESULTS: 1 MTBE TESTED: YES
NUMBER OF GASOLINE ANALYTICAL RESULTS: 1
CASE SUMMARY: NOT REPORTED

LEAKING TANK INFORMATION

HOW THE CASE/LEAK WAS DISCOVERED: NOT REPORTED DATE LEAK WAS DISCOVERED: NOT REPORTED
HOW THE CASE/LEAK WAS STOPPED: NOT REPORTED LEAK WAS STOPPED: NOT REPORTED
CAUSE OF LEAK: NOT REPORTED SOURCE OF LEAK: NOT REPORTED
LEAK CONFIRMATION: NOT REPORTED
SUBSTANCE/S RELEASED: GASOLINE - AUTOMOTIVE
QUANTITY OF SUBSTANCE RELEASED: NOT REPORTED

SITE ASSESSMENT AND REMEDIAL ACTION INFORMATION

PRELIMINARY SITE ASSESSEMENT WORKPLAN SUBMITTED: NOT REPORTED
PRELIMINARY SITE ASSESSEMENT UNDERWAY: 1990-10-05
REMEDIAL ACTION UNDERWAY: NOT REPORTED POLLUTION CHARACTERIZATION: 1998-07-09
REMEDICATION PLAN: NOT REPORTED VERIFICATION MONITORING UNDERWAY: NOT REPORTED
CLEANUP FUND ID: NOT REPORTED PRIORITY: NOT REPORTED
ABATEMENT METHOD: NOT REPORTED

Leaking Underground Storage Tanks (LUST)

ADDITIONAL INFORMATION

WATER SYSTEM ID #: NOT REPORTED WATER WELL ID #: NOT REPORTED
WATER SYSTEM FOR THE NEAREST PUBLIC DRINKING WATER WELL: NOT REPORTED
WELL NAME FOR THE NEAREST DRINKING WATER WELL: NOT REPORTED
DISTANCE TO NEAREST DRINKING WATER WELL: 0
GROUNDWATER BASIN: NOT REPORTED
BENEFICIAL USE: MUNICIPAL AND DOMESTIC SUPPLY

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GeoTracker Cleanup Sites (CLEANUPSITES)

MAP ID# 10

Distance from Property: 0.305 mi. (1,610 ft.) E
Elevation: 237 ft. (Lower than TP)

FACILITY INFORMATION

GLOBAL ID: T0608501082
BUSINESS NAME: QUALITY TUNE-UP #4
ADDRESS: 3146 S BASCOM AVE
SAN JOSE, CA 95118
COUNTY: SANTA CLARA

FACILITY DETAILS

CASE TYPE: LUST CLEANUP SITE
CASE NUMBER: NOT REPORTED
STATUS: COMPLETED - CASE CLOSED 7/24/1998
POTENTIAL CONTAMINATION:

GASOLINE

POTENTIAL MEDIA AFFECTED:
AQUIFER USED FOR DRINKING WATER SUPPLY
SITE HISTORY:
NOT REPORTED

REGULATORY ACTIVITIES

TYPE OF ACTION:	DATE:	ACTION:
OTHER	01/01/50	LEAK REPORTED
ENFORCEMENT	07/24/1998	CLEAN UP FUND - LETTER TO RP
RESPONSE	07/24/1998	OTHER REPORT / DOCUMENT
RESPONSE	07/15/1998	MONITORING REPORT - QUARTERLY
RESPONSE	04/15/1998	MONITORING REPORT - QUARTERLY
RESPONSE	01/15/1998	MONITORING REPORT - QUARTERLY
RESPONSE	10/15/1997	MONITORING REPORT - QUARTERLY
ENFORCEMENT	06/09/1997	STAFF LETTER - #19913
RESPONSE	11/30/1995	SOIL AND WATER INVESTIGATION WORKPLAN
ENFORCEMENT	10/16/1995	STAFF LETTER - #19909
OTHER	10/12/1990	LEAK REPORTED

STATUS HISTORY

STATUS:	DATE:
COMPLETED - CASE CLOSED	07/24/1998
OPEN - SITE ASSESSMENT	07/09/1998
OPEN - CASE BEGIN DATE	10/05/1990
OPEN - SITE ASSESSMENT	10/05/1990

CONTACT DETAILS

ORGANIZATION: SANTA CLARA COUNTY LOP
ADDRESS: 1555 BERGER DRIVE, SUITE 300
CITY: SAN JOSE
CONTACT NAME: UST CASE WORKER
CONTACT TYPE: LOCAL AGENCY CASEWORKER
CONTACT PHONE: 408-918-3400
EMAIL: NOT REPORTED

GeoTracker Cleanup Sites (CLEANUPSITES)

ORGANIZATION: SAN FRANCISCO BAY RWQCB (REGION 2)

ADDRESS: 1515 CLAY STREET, SUITE 1400

CITY: OAKLAND

CONTACT NAME: ZSC

CONTACT TYPE: REGIONAL BOARD CASEWORKER

CONTACT PHONE: NOT REPORTED

EMAIL: NOT REPORTED

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GeoTracker Cleanup Sites (CLEANUPSITES)

MAP ID# 11

Distance from Property: 0.312 mi. (1,647 ft.) N
Elevation: 236 ft. (Lower than TP)

FACILITY INFORMATION

GLOBAL ID: T10000005716
BUSINESS NAME: MIDAS
ADDRESS: 1236 WHITE OAKS
CAMPBELL, CA 95008
COUNTY: SANTA CLARA

FACILITY DETAILS

CASE TYPE: CLEANUP PROGRAM SITE

CASE NUMBER: NOT REPORTED

STATUS: COMPLETED - CASE CLOSED 1/9/2015

POTENTIAL CONTAMINATION:

1,1,1-TRICHLOROETHANE (TCA), TETRACHLOROETHYLENE (PCE), TOTAL PETROLEUM HYDROCARBONS (TPH)

POTENTIAL MEDIA AFFECTED:

SOIL, SOIL VAPOR

SITE HISTORY:

SITE MANAGEMENT PLAN IN PLACE FOR THIS FACILITY. ANY CHANGE IN OCCUPANCY NEEDS TO BE REPORTED TO THE LOCAL AGENCY. SAMPLING CONDUCTED IN OCTOBER 2012 FOUND SOIL AND SOIL VAPOR CONTAMINATION. ELEVATED TPHD AND TPHMO IN THE AREA OF HYDRAULIC LIFTS. NO VOCs OR PCBs DETECTED. SOIL VAPOR SAMPLES COLLECTED AT BV6 AND BV9 REPORTED TO HAVE ELEVATED CONCENTRATIONS OF PCE AND 1,1,1-TCA IN SOIL VAPOR - CLOSE TO SCREENING LEVELS. REPORT CONCLUDED THE SOURCE OF THE VOCs IS UNKNOWN. BV6 WAS LOCATED IN THE HAZARDOUS WASTE STORAGE AREA OF THE SITE; BV9 WAS LOCATED OUTSIDE IN THE PARKING LOT. PCE SOIL VAPOR PLUME IDENTIFIED THAT APPEARS TO BE CENTERED IN THE AREA OF THE HAZARDOUS WASTE STORAGE AREA. THE SOIL VAPOR CONCENTRATIONS WERE DEMONSTRATED TO BE HIGHEST AT 5 FEET WITH CLEAR DECREASE DOWNWARD AND AT 1 FOOT BELOW THE BUILDING, WHICH HAS A CONCRETE FLOOR AND ROLL UP DOORS. THE PLUME APPEARS TO BE LOCALIZED. THE SITE IS A MIDAS AUTOMOTIVE REPAIR FACILITY WITH ROLL-UP DOORS, WHICH ARE OPEN DURING OPERATION. 2 HYDRAULIC LIFTS WERE CLOSED IN PLACE. ADDITIONAL SOIL SAMPLING IN THE VICINITY OF THESE CLOSED LIFTS DEFINED THE EXTENT OF TPHMO AND TPHD IN SOIL. LIMITED IN EXTENT.

REGULATORY ACTIVITIES

TYPE OF ACTION:	DATE:	ACTION:
OTHER	01/01/50	LEAK REPORTED
ENFORCEMENT	01/09/2015	CLOSURE/NO FURTHER ACTION LETTER
RESPONSE	12/19/2014	CORRESPONDENCE
RESPONSE	12/15/2014	OTHER REPORT / DOCUMENT
ENFORCEMENT	12/12/2014	STAFF LETTER
RESPONSE	11/28/2014	SOIL VAPOR INTRUSION INVESTIGATION REPORT
ENFORCEMENT	11/03/2014	NOTIFICATION - PUBLIC NOTICE OF CASE CLOSURE
ENFORCEMENT	10/31/2014	STAFF LETTER
RESPONSE	10/30/2014	SITE INVESTIGATION
RESPONSE	10/20/2014	REQUEST FOR CLOSURE - REGULATOR RESPONDED
RESPONSE	08/15/2014	SOIL VAPOR INTRUSION INVESTIGATION REPORT
ENFORCEMENT	08/07/2014	STAFF LETTER
RESPONSE	08/04/2014	SOIL VAPOR INTRUSION INVESTIGATION WORKPLAN - REGULATOR RESPONDED
ENFORCEMENT	06/06/2014	STAFF LETTER

GeoTracker Cleanup Sites (CLEANUPSITES)

TYPE OF ACTION:	DATE:	ACTION:
ENFORCEMENT	04/28/2014	SITE VISIT / INSPECTION / SAMPLING
RESPONSE	04/28/2014	SOIL VAPOR INTRUSION INVESTIGATION WORKPLAN - REGULATOR RESPONDED
ENFORCEMENT	04/11/2014	STAFF LETTER
ENFORCEMENT	03/11/2014	STAFF LETTER
ENFORCEMENT	02/27/2014	COST RECOVERY AGREEMENT
ENFORCEMENT	02/19/2014	LETTER - NOTICE
OTHER	02/18/2014	LEAK REPORTED
RESPONSE	02/18/2014	CORRESPONDENCE
RESPONSE	02/18/2014	OTHER REPORT / DOCUMENT

STATUS HISTORY

STATUS:	DATE:
COMPLETED - CASE CLOSED	01/09/2015
OPEN - SITE ASSESSMENT	03/07/2014
OPEN - CASE BEGIN DATE	02/18/2014

CONTACT DETAILS

ORGANIZATION: SAN FRANCISCO BAY RWQCB (REGION 2)
ADDRESS: NOT REPORTED
CITY: OAKLAND
CONTACT NAME: JOHN WOLFENDEN
CONTACT TYPE: REGIONAL BOARD CASEWORKER
CONTACT PHONE: NOT REPORTED
EMAIL: JWOLFENDEN@WATERBOARDS.CA.GOV
ORGANIZATION: SANTA CLARA COUNTY LOP
ADDRESS: 1555 BERGER DR, SUITE 300
CITY: SAN JOSE
CONTACT NAME: LANI LEE
CONTACT TYPE: LOCAL AGENCY CASEWORKER
CONTACT PHONE: NOT REPORTED
EMAIL: LANI.LEE@DEH.SCCGOV.ORG

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Cortese List (CORTESE)

[MAP ID# 12](#)

Distance from Property: 0.312 mi. (1,647 ft.) N
Elevation: 234 ft. (Lower than TP)

FACILITY INFORMATION

ID#: 43-0003

NAME: 4 DAY TIRE STORE

ADDRESS: 1311 CAMDEN
CAMPBELL, CA

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Leaking Underground Storage Tanks (LUST)

MAP ID# 12

Distance from Property: 0.312 mi. (1,647 ft.) N
Elevation: 234 ft. (Lower than TP)

SITE INFORMATION

ID#: T0608500075 REGIONAL CASE #: 43-0003 LOCAL CASE #: 08S1W02E03
SITE NAME: 4 DAY TIRE STORE RESPONSIBLE PARTY: BLANK RP
ADDRESS: 1311 CAMDEN AVE ADDRESS: NOT REPORTED
CAMPBELL, CA 95008
CROSS STREET: NOT REPORTED
COUNTY: SANTA CLARA
FACILITY OPERATOR: NOT REPORTED

CASE INFORMATION

CASE TYPE: SOIL IMPACTED CASE WAS REPORTED: 1986-06-11
CASE ENTERED INTO SYSTEM: 1997-05-30 CASE WAS REVIEWED: 1997-05-30
CASE WAS CLOSED: 1997-01-15
ENFORCEMENT TYPE: NOT REPORTED
ENFORCEMENT BEGAN: NOT REPORTED
FUNDING TYPE: NOT REPORTED
REGIONAL BOARD RESPONSIBLE FOR CASE: SAN FRANCISCO BAY REGIONAL WATER QUALITY CONTROL BOARD
PROGRAM FOR THE CASE: LUST - LEAKING UNDERGROUND STORAGE TANK PROGRAM
INTERIM FOR THE CASE: N = NO INTER
CURRENT STATUS: 9 - CASE CLOSED
LEAD AGENCY: REGIONAL BOARD LEAD LOCAL AGENCY: SANTA CLARA VALLEY WATER DISTRICT
UNDERGROUND STORAGE TANK PROGRAM UNIT
MTBE CLASSIFICATION: NOT REPORTED
MAXIMUM MTBE CONCENTRATION WAS FOUND: NOT REPORTED
MAXIMUM GROUNDWATER CONCENTRATION OF MTBE: NOT REPORTED
MAXIMUM SOIL CONCENTRATION OF MTBE: NOT REPORTED
NUMBER OF MTBE ANALYTICAL RESULTS: 0 MTBE TESTED: NOT TESTED
NUMBER OF GASOLINE ANALYTICAL RESULTS: 1
CASE SUMMARY: ARCHIVED 5/9/96 CONTROL NO 120-041 SRC 0904691

LEAKING TANK INFORMATION

HOW THE CASE/LEAK WAS DISCOVERED: TANK CLOSURE DATE LEAK WAS DISCOVERED: 1986-06-11
HOW THE CASE/LEAK WAS STOPPED: NOT REPORTED LEAK WAS STOPPED: 1986-06-11
CAUSE OF LEAK: STRUCTURAL FAILURE SOURCE OF LEAK: TANK
LEAK CONFIRMATION: 1986-06-11
SUBSTANCE/S RELEASED: GASOLINE - AUTOMOTIVE
QUANTITY OF SUBSTANCE RELEASED: NOT REPORTED

SITE ASSESSMENT AND REMEDIAL ACTION INFORMATION

PRELIMINARY SITE ASSESSEMENT WORKPLAN SUBMITTED: NOT REPORTED
PRELIMINARY SITE ASSESSEMENT UNDERWAY: NOT REPORTED
REMEDIAL ACTION UNDERWAY: NOT REPORTED POLUTION CHARACTERIZATION: NOT REPORTED
REMEDATION PLAN: NOT REPORTED VERIFICATION MONITORING UNDERWAY: NOT REPORTED
CLEANUP FUND ID: NOT REPORTED PRIORITY: NOT REPORTED
ABATEMENT METHOD: (NT) * CODE NOT DEFINED BY REPORTING AGENCY

Leaking Underground Storage Tanks (LUST)

ADDITIONAL INFORMATION

WATER SYSTEM ID #: NOT REPORTED WATER WELL ID #: NOT REPORTED
WATER SYSTEM FOR THE NEAREST PUBLIC DRINKING WATER WELL: NOT REPORTED
WELL NAME FOR THE NEAREST DRINKING WATER WELL: NOT REPORTED
DISTANCE TO NEAREST DRINKING WATER WELL: 0
GROUNDWATER BASIN: SANTA CLARA BASIN (2)
BENEFICIAL USE: NOT REPORTED

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GeoTracker Cleanup Sites (CLEANUPSITES)

MAP ID# 12

Distance from Property: 0.312 mi. (1,647 ft.) N
Elevation: 234 ft. (Lower than TP)

FACILITY INFORMATION

GLOBAL ID: T0608500075
BUSINESS NAME: 4 DAY TIRE STORE
ADDRESS: 1311 CAMDEN AVE
CAMPBELL, CA 95008
COUNTY: SANTA CLARA

FACILITY DETAILS

CASE TYPE: LUST CLEANUP SITE
CASE NUMBER: 43-0003
STATUS: COMPLETED - CASE CLOSED 1/15/1997
POTENTIAL CONTAMINATION:
GASOLINE
POTENTIAL MEDIA AFFECTED:
SOIL
SITE HISTORY:
NOT REPORTED

REGULATORY ACTIVITIES

TYPE OF ACTION:	DATE:	ACTION:
OTHER	01/01/50	LEAK DISCOVERY
OTHER	01/01/50	LEAK REPORTED
OTHER	01/01/50	LEAK STOPPED
ENFORCEMENT	01/15/1997	CLOSURE/NO FURTHER ACTION LETTER
RESPONSE	01/15/1997	OTHER REPORT / DOCUMENT
OTHER	06/11/1986	LEAK DISCOVERY
OTHER	06/11/1986	LEAK REPORTED
OTHER	06/11/1986	LEAK STOPPED

STATUS HISTORY

STATUS:	DATE:
COMPLETED - CASE CLOSED	01/15/1997
OPEN - CASE BEGIN DATE	06/11/1986
OPEN - SITE ASSESSMENT	06/11/1986

CONTACT DETAILS

ORGANIZATION: SANTA CLARA COUNTY LOP
ADDRESS: 1555 BERGER DRIVE, SUITE 300
CITY: SAN JOSE
CONTACT NAME: UST CASE WORKER
CONTACT TYPE: LOCAL AGENCY CASEWORKER
CONTACT PHONE: 408-918-3400
EMAIL: NOT REPORTED
ORGANIZATION: SAN FRANCISCO BAY RWQCB (REGION 2)
ADDRESS: 1515 CLAY STREET, SUITE 1400
CITY: OAKLAND
CONTACT NAME: RB 2

GeoTracker Cleanup Sites (CLEANUPSITES)

CONTACT TYPE: REGIONAL BOARD CASEWORKER

CONTACT PHONE: NOT REPORTED

EMAIL: NOT REPORTED

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Cortese List (CORTESE)

MAP ID# 13

Distance from Property: 0.314 mi. (1,658 ft.) N
Elevation: 232 ft. (Lower than TP)

FACILITY INFORMATION

ID#: 43-0156

NAME: BEACON

ADDRESS: 1370 CAMDEN

SAN JOSE, CA 95008

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Leaking Underground Storage Tanks (LUST)

MAP ID# 13

Distance from Property: 0.314 mi. (1,658 ft.) N
Elevation: 232 ft. (Lower than TP)

SITE INFORMATION

ID#: T0608500222 REGIONAL CASE #: NOT REPORTED LOCAL CASE #: 08S1W02E01F
SITE NAME: BEACON RESPONSIBLE PARTY: ROBERT FISHBURN
ADDRESS: 1370 CAMDEN ADDRESS: 905 RANCHO CONEJO BLVD.
CAMPBELL, CA 95008
CROSS STREET: NOT REPORTED
COUNTY: SANTA CLARA
FACILITY OPERATOR: NOT REPORTED

CASE INFORMATION

CASE TYPE: DRINKING WATER AQUIFER CASE WAS REPORTED: 1985-12-20
CASE ENTERED INTO SYSTEM: NOT REPORTED CASE WAS REVIEWED: NOT REPORTED
CASE WAS CLOSED: NOT REPORTED
ENFORCEMENT TYPE: INFORMAL STAFF ENFORCEMENT LETTER
ENFORCEMENT BEGAN: NOT REPORTED
FUNDING TYPE: NOT REPORTED
REGIONAL BOARD RESPONSIBLE FOR CASE: SAN FRANCISCO BAY REGIONAL WATER QUALITY CONTROL BOARD
PROGRAM FOR THE CASE: LUST - LEAKING UNDERGROUND STORAGE TANK PROGRAM
INTERIM FOR THE CASE: NOT REPORTED
CURRENT STATUS: 7 - REMEDIAL ACTION UNDERWAY
LEAD AGENCY: LOCAL AGENCY LEAD LOCAL AGENCY: SANTA CLARA HLTH DEPT - TOXICS
MTBE CLASSIFICATION: NOT REPORTED
MAXIMUM MTBE CONCENTRATION WAS FOUND: NOT REPORTED
MAXIMUM GROUNDWATER CONCENTRATION OF MTBE: NOT REPORTED
MAXIMUM SOIL CONCENTRATION OF MTBE: NOT REPORTED
NUMBER OF MTBE ANALYTICAL RESULTS: 0 MTBE TESTED: YES
NUMBER OF GASOLINE ANALYTICAL RESULTS: 1
CASE SUMMARY: NOT REPORTED

LEAKING TANK INFORMATION

HOW THE CASE/LEAK WAS DISCOVERED: NOT REPORTED DATE LEAK WAS DISCOVERED: 1965-01-01
HOW THE CASE/LEAK WAS STOPPED: NOT REPORTED LEAK WAS STOPPED: 9999-09-09
CAUSE OF LEAK: NOT REPORTED SOURCE OF LEAK: NOT REPORTED

LEAK CONFIRMATION: NOT REPORTED
SUBSTANCE/S RELEASED: GASOLINE - AUTOMOTIVE
QUANTITY OF SUBSTANCE RELEASED: 0

SITE ASSESSMENT AND REMEDIAL ACTION INFORMATION

PRELIMINARY SITE ASSESSEMENT WORKPLAN SUBMITTED: NOT REPORTED
PRELIMINARY SITE ASSESSEMENT UNDERWAY: 1988-01-15
REMEDIAL ACTION UNDERWAY: 2003-01-31 POLLUTION CHARACTERIZATION: 1988-05-19
REMEDIATION PLAN: NOT REPORTED VERIFICATION MONITORING UNDERWAY: NOT REPORTED
CLEANUP FUND ID: NOT REPORTED PRIORITY: NOT REPORTED
ABATEMENT METHOD: NOT REPORTED

Leaking Underground Storage Tanks (LUST)

ADDITIONAL INFORMATION

WATER SYSTEM ID #: NOT REPORTED

WATER WELL ID #: NOT REPORTED

WATER SYSTEM FOR THE NEAREST PUBLIC DRINKING WATER WELL: NOT REPORTED

WELL NAME FOR THE NEAREST DRINKING WATER WELL: NOT REPORTED

DISTANCE TO NEAREST DRINKING WATER WELL: 0

GROUNDWATER BASIN: NOT REPORTED

BENEFICIAL USE: MUNICIPAL AND DOMESTIC SUPPLY

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GeoTracker Cleanup Sites (CLEANUPSITES)

MAP ID# 13

Distance from Property: 0.314 mi. (1,658 ft.) N
Elevation: 232 ft. (Lower than TP)

FACILITY INFORMATION

GLOBAL ID: T0608500222
BUSINESS NAME: BEACON - 1370 CAMDEN
ADDRESS: 1370 CAMDEN AVENUE
CAMPBELL, CA 95008
COUNTY: SANTA CLARA

FACILITY DETAILS

CASE TYPE: LUST CLEANUP SITE
CASE NUMBER: 02-015
STATUS: OPEN - ELIGIBLE FOR CLOSURE 8/6/2013
POTENTIAL CONTAMINATION:
BENZENE, TOLUENE, XYLENE, MTBE / TBA / OTHER FUEL OXYGENATES, GASOLINE
POTENTIAL MEDIA AFFECTED:
AQUIFER USED FOR DRINKING WATER SUPPLY, SOIL
SITE HISTORY:

THE SITE IS AN OPERATING BEACON SERVICE STATION LOCATED AT THE CORNER OF CAMDEN AVENUE AND ERIN WAY. FORMER CHEVRON SERVICE STATION IS LOCATED ACROSS THE STREET. THE SITE HAS TWO DISPENSER ISLANDS AND A THREE USTS. AN OXYGEN SAPPING REMEDIAL SYSTEM IS CURRENTLY OPERATING AT THE SITE. THE FORMER CHEVRON STATION HAS RESIDUAL SOURCES THAT ARE IMPACTING THIS SERVICE STATION. GROUNDWATER MONITORING IS CONTINUING. THE CONSULTANT IS PREPARING A SOIL INVESTIGATION / CONFIRMATION REPORT IN PREPARATION FOR ANTICIPATED CASE CLOSURE.

REGULATORY ACTIVITIES

TYPE OF ACTION:	DATE:	ACTION:
OTHER	01/01/50	LEAK DISCOVERY
OTHER	01/01/50	LEAK REPORTED
REMEDIATION	01/01/50	EXCAVATION
REMEDIATION	01/01/50	SOIL VAPOR EXTRACTION (SVE)
RESPONSE	10/15/2015	WELL DESTRUCTION REPORT
RESPONSE	07/16/2015	WELL DESTRUCTION REPORT
ENFORCEMENT	07/08/2015	STAFF LETTER
RESPONSE	04/17/2015	WELL DESTRUCTION REPORT
ENFORCEMENT	03/12/2015	STAFF LETTER
ENFORCEMENT	01/05/2015	STAFF LETTER
ENFORCEMENT	10/29/2014	NOTIFICATION - PUBLIC NOTICE OF CASE CLOSURE
ENFORCEMENT	08/06/2013	STAFF LETTER
RESPONSE	07/05/2013	OTHER REPORT / DOCUMENT
ENFORCEMENT	05/24/2013	STAFF LETTER
RESPONSE	03/22/2013	SITE ASSESSMENT REPORT
ENFORCEMENT	11/20/2012	STAFF LETTER
RESPONSE	09/21/2012	OTHER WORKPLAN - REGULATOR RESPONDED
ENFORCEMENT	07/19/2012	STAFF LETTER
RESPONSE	07/31/2010	MONITORING REPORT - QUARTERLY
RESPONSE	04/30/2010	MONITORING REPORT - QUARTERLY
RESPONSE	01/31/2010	MONITORING REPORT - QUARTERLY

GeoTracker Cleanup Sites (CLEANUPSITES)

TYPE OF ACTION:	DATE:	ACTION:
RESPONSE	10/31/2009	MONITORING REPORT - QUARTERLY
ENFORCEMENT	06/15/2009	STAFF LETTER - #9002516
RESPONSE	10/31/2004	MONITORING REPORT - QUARTERLY
RESPONSE	07/31/2004	MONITORING REPORT - QUARTERLY
RESPONSE	04/30/2004	MONITORING REPORT - QUARTERLY
RESPONSE	03/01/2004	OTHER REPORT / DOCUMENT
RESPONSE	02/01/2004	OTHER REPORT / DOCUMENT
RESPONSE	01/31/2004	MONITORING REPORT - QUARTERLY
RESPONSE	01/01/2004	OTHER REPORT / DOCUMENT
RESPONSE	12/01/2003	OTHER REPORT / DOCUMENT
ENFORCEMENT	11/01/2003	STAFF LETTER - #42887
RESPONSE	11/01/2003	OTHER REPORT / DOCUMENT
RESPONSE	10/31/2003	MONITORING REPORT - QUARTERLY
ENFORCEMENT	10/17/2003	STAFF LETTER - #42711
RESPONSE	07/31/2003	MONITORING REPORT - QUARTERLY
RESPONSE	04/30/2003	MONITORING REPORT - QUARTERLY
ENFORCEMENT	02/01/2003	STAFF LETTER - #41288
REMEDIATION	01/31/2003	SOIL VAPOR EXTRACTION (SVE)
RESPONSE	01/31/2003	MONITORING REPORT - QUARTERLY
ENFORCEMENT	01/06/2003	WARNING LETTER - #40655
RESPONSE	10/31/2002	MONITORING REPORT - QUARTERLY
RESPONSE	07/31/2002	MONITORING REPORT - QUARTERLY
RESPONSE	04/30/2002	MONITORING REPORT - QUARTERLY
ENFORCEMENT	03/19/2002	STAFF LETTER - #40652
ENFORCEMENT	03/05/2002	WARNING LETTER - #19890
ENFORCEMENT	01/01/2002	STAFF LETTER - #38288
RESPONSE	09/13/2001	SOIL AND WATER INVESTIGATION WORKPLAN
ENFORCEMENT	08/24/2001	WARNING LETTER - #19889
ENFORCEMENT	07/30/2001	STAFF LETTER - #19879
RESPONSE	07/30/2001	MONITORING REPORT - QUARTERLY
RESPONSE	06/21/2001	SOIL AND WATER INVESTIGATION WORKPLAN
ENFORCEMENT	05/30/2001	STAFF LETTER - #19881
ENFORCEMENT	05/07/2001	STAFF LETTER - #19877
RESPONSE	04/30/2001	MONITORING REPORT - QUARTERLY
RESPONSE	04/13/2001	OTHER REPORT / DOCUMENT
ENFORCEMENT	04/10/2001	STAFF LETTER - #19873
RESPONSE	01/31/2001	MONITORING REPORT - QUARTERLY
RESPONSE	01/12/2001	SOIL AND WATER INVESTIGATION REPORT
RESPONSE	10/31/2000	MONITORING REPORT - QUARTERLY
ENFORCEMENT	10/14/2000	STAFF LETTER - #19865
RESPONSE	07/31/2000	MONITORING REPORT - QUARTERLY
ENFORCEMENT	06/16/2000	STAFF LETTER - #19867
RESPONSE	02/28/2000	SOIL AND WATER INVESTIGATION REPORT
ENFORCEMENT	11/30/1999	STAFF LETTER - #19863

GeoTracker Cleanup Sites (CLEANUPSITES)

TYPE OF ACTION:	DATE:	ACTION:
RESPONSE	01/15/1998	MONITORING REPORT - QUARTERLY
RESPONSE	10/15/1997	MONITORING REPORT - QUARTERLY
RESPONSE	07/15/1997	MONITORING REPORT - QUARTERLY
RESPONSE	04/15/1997	MONITORING REPORT - QUARTERLY
RESPONSE	01/15/1997	MONITORING REPORT - QUARTERLY
RESPONSE	10/15/1996	MONITORING REPORT - QUARTERLY
RESPONSE	07/15/1996	MONITORING REPORT - QUARTERLY
ENFORCEMENT	05/31/1996	STAFF LETTER - #19840
RESPONSE	01/15/1996	REMEDIAL PROGRESS REPORT
ENFORCEMENT	12/01/1995	STAFF LETTER - #19834
RESPONSE	10/15/1995	MONITORING REPORT - QUARTERLY
RESPONSE	07/15/1995	MONITORING REPORT - QUARTERLY
ENFORCEMENT	05/31/1995	STAFF LETTER - #19829
ENFORCEMENT	06/08/1992	NOTICE OF VIOLATION - #39393
REMEDICATION	03/19/1991	EXCAVATION
REMEDICATION	03/19/1991	SOIL VAPOR EXTRACTION (SVE)
OTHER	12/18/1985	LEAK DISCOVERY
OTHER	12/18/1985	LEAK REPORTED

STATUS HISTORY

STATUS:	DATE:
OPEN - ELIGIBLE FOR CLOSURE	08/06/2013
OPEN - ELIGIBLE FOR CLOSURE	01/31/2003
OPEN - REMEDIATION	01/31/2003
OPEN - SITE ASSESSMENT	05/19/1988
OPEN - SITE ASSESSMENT	01/15/1988
OPEN - CASE BEGIN DATE	12/20/1985

CONTACT DETAILS

ORGANIZATION: SANTA CLARA COUNTY LOP
ADDRESS: 1555 BERGER DRIVE, SUITE 300
CITY: SAN JOSE
CONTACT NAME: AARON COSTA
CONTACT TYPE: LOCAL AGENCY CASEWORKER
CONTACT PHONE: 408-918-1954
EMAIL: AARON.COSTA@DEH.SCCGOV.ORG

ORGANIZATION: SAN FRANCISCO BAY RWQCB (REGION 2)
ADDRESS: NOT REPORTED
CITY: OAKLAND
CONTACT NAME: JOHN WOLFENDEN
CONTACT TYPE: REGIONAL BOARD CASEWORKER
CONTACT PHONE: NOT REPORTED
EMAIL: JWOLFENDEN@WATERBOARDS.CA.GOV

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Cortese List (CORTESE)

[MAP ID# 14](#)

Distance from Property: 0.34 mi. (1,795 ft.) S
Elevation: 265 ft. (Higher than TP)

FACILITY INFORMATION

ID#: 43-0529

NAME: EXXON

ADDRESS: 3702 BASCOM
SAN JOSE, CA 95124

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Leaking Underground Storage Tanks (LUST)

MAP ID# 14

Distance from Property: 0.34 mi. (1,795 ft.) S
Elevation: 265 ft. (Higher than TP)

SITE INFORMATION

ID#: T0608500571 REGIONAL CASE #: NOT REPORTED LOCAL CASE #: 08S1W02N01F
SITE NAME: EXXON #7-1445 RESPONSIBLE PARTY: MARLA GUENSLER
ADDRESS: 3702 S BASCOM AVE ADDRESS: 121 E. BIRCH AVE.
SAN JOSE, CA 95124
CROSS STREET: NOT REPORTED
COUNTY: SANTA CLARA
FACILITY OPERATOR: NOT REPORTED

CASE INFORMATION

CASE TYPE: DRINKING WATER AQUIFER CASE WAS REPORTED: 1991-08-09
CASE ENTERED INTO SYSTEM: NOT REPORTED CASE WAS REVIEWED: NOT REPORTED
CASE WAS CLOSED: 2000-09-27
ENFORCEMENT TYPE: INFORMAL STAFF ENFORCEMENT LETTER
ENFORCEMENT BEGAN: NOT REPORTED
FUNDING TYPE: NOT REPORTED
REGIONAL BOARD RESPONSIBLE FOR CASE: SAN FRANCISCO BAY REGIONAL WATER QUALITY CONTROL BOARD
PROGRAM FOR THE CASE: LUST - LEAKING UNDERGROUND STORAGE TANK PROGRAM
INTERIM FOR THE CASE: NOT REPORTED
CURRENT STATUS: 9 - CASE CLOSED
LEAD AGENCY: LOCAL AGENCY LEAD LOCAL AGENCY: SANTA CLARA VALLEY WATER DISTRICT
UNDERGROUND STORAGE TANK PROGRAM UNIT
MTBE CLASSIFICATION: NOT REPORTED
MAXIMUM MTBE CONCENTRATION WAS FOUND: 2000-03-24
MAXIMUM GROUNDWATER CONCENTRATION OF MTBE: 1
MAXIMUM SOIL CONCENTRATION OF MTBE: .005
NUMBER OF MTBE ANALYTICAL RESULTS: 2 MTBE TESTED: YES
NUMBER OF GASOLINE ANALYTICAL RESULTS: 1
CASE SUMMARY: NOT REPORTED

LEAKING TANK INFORMATION

HOW THE CASE/LEAK WAS DISCOVERED: NOT REPORTED DATE LEAK WAS DISCOVERED: NOT REPORTED
HOW THE CASE/LEAK WAS STOPPED: NOT REPORTED LEAK WAS STOPPED: NOT REPORTED
CAUSE OF LEAK: NOT REPORTED SOURCE OF LEAK: NOT REPORTED
LEAK CONFIRMATION: NOT REPORTED
SUBSTANCE/S RELEASED: GASOLINE - AUTOMOTIVE
QUANTITY OF SUBSTANCE RELEASED: NOT REPORTED

SITE ASSESSMENT AND REMEDIAL ACTION INFORMATION

PRELIMINARY SITE ASSESSEMENT WORKPLAN SUBMITTED: NOT REPORTED
PRELIMINARY SITE ASSESSEMENT UNDERWAY: 1990-06-01
REMEDIAL ACTION UNDERWAY: NOT REPORTED POLLUTION CHARACTERIZATION: 1990-06-01
REMEDICATION PLAN: NOT REPORTED VERIFICATION MONITORING UNDERWAY: NOT REPORTED
CLEANUP FUND ID: NOT REPORTED PRIORITY: NOT REPORTED
ABATEMENT METHOD: NOT REPORTED

Leaking Underground Storage Tanks (LUST)

ADDITIONAL INFORMATION

WATER SYSTEM ID #: NOT REPORTED

WATER WELL ID #: NOT REPORTED

WATER SYSTEM FOR THE NEAREST PUBLIC DRINKING WATER WELL: NOT REPORTED

WELL NAME FOR THE NEAREST DRINKING WATER WELL: NOT REPORTED

DISTANCE TO NEAREST DRINKING WATER WELL: 0

GROUNDWATER BASIN: NOT REPORTED

BENEFICIAL USE: MUNICIPAL AND DOMESTIC SUPPLY

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GeoTracker Cleanup Sites (CLEANUPSITES)

MAP ID# 14

Distance from Property: 0.34 mi. (1,795 ft.) S

Elevation: 265 ft. (Higher than TP)

FACILITY INFORMATION

GLOBAL ID: T0608500571

BUSINESS NAME: EXXON #7-1445

ADDRESS: 3702 S BASCOM AVE

SAN JOSE, CA 95124

COUNTY: SANTA CLARA

FACILITY DETAILS

CASE TYPE: LUST CLEANUP SITE

CASE NUMBER: NOT REPORTED

STATUS: COMPLETED - CASE CLOSED 9/27/2000

POTENTIAL CONTAMINATION:

GASOLINE

POTENTIAL MEDIA AFFECTED:

AQUIFER USED FOR DRINKING WATER SUPPLY

SITE HISTORY:

NOT REPORTED

REGULATORY ACTIVITIES

TYPE OF ACTION:	DATE:	ACTION:
OTHER	01/01/50	LEAK REPORTED
REMEDICATION	01/01/50	EXCAVATION
ENFORCEMENT	09/27/2000	CLOSURE/NO FURTHER ACTION LETTER
RESPONSE	04/30/2000	MONITORING REPORT - QUARTERLY
ENFORCEMENT	03/16/2000	STAFF LETTER - #19663
RESPONSE	12/15/1999	SOIL AND WATER INVESTIGATION REPORT
ENFORCEMENT	12/09/1999	STAFF LETTER - #19661
RESPONSE	10/13/1999	OTHER REPORT / DOCUMENT
RESPONSE	02/25/1999	SOIL AND WATER INVESTIGATION WORKPLAN
ENFORCEMENT	12/18/1998	STAFF LETTER - #19659
ENFORCEMENT	01/06/1998	CLOSURE/NO FURTHER ACTION LETTER
RESPONSE	10/20/1997	UNAUTHORIZED RELEASE FORM
RESPONSE	10/09/1997	TANK REMOVAL REPORT / UST SAMPLING REPORT
RESPONSE	03/07/1997	OTHER REPORT / DOCUMENT
ENFORCEMENT	07/10/1996	NOTICE OF RESPONSIBILITY - #39302
OTHER	08/09/1991	LEAK REPORTED
REMEDICATION	08/09/1991	EXCAVATION

STATUS HISTORY

STATUS:	DATE:
COMPLETED - CASE CLOSED	09/27/2000
OPEN - CASE BEGIN DATE	06/01/1990
OPEN - SITE ASSESSMENT	06/01/1990

CONTACT DETAILS

ORGANIZATION: SANTA CLARA COUNTY LOP

ADDRESS: 1555 BERGER DRIVE, SUITE 300

GeoTracker Cleanup Sites (CLEANUPSITES)

CITY: **SAN JOSE**
CONTACT NAME: **UST CASE WORKER**
CONTACT TYPE: **LOCAL AGENCY CASEWORKER**
CONTACT PHONE: **408-918-3400**
EMAIL: **NOT REPORTED**
ORGANIZATION: **SAN FRANCISCO BAY RWQCB (REGION 2)**
ADDRESS: **1515 CLAY STREET, SUITE 1400**
CITY: **OAKLAND**
CONTACT NAME: **ZSC**
CONTACT TYPE: **REGIONAL BOARD CASEWORKER**
CONTACT PHONE: **NOT REPORTED**
EMAIL: **NOT REPORTED**

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Cortese List (CORTESE)

MAP ID# 15

Distance from Property: 0.354 mi. (1,869 ft.) E
Elevation: 238 ft. (Lower than TP)

FACILITY INFORMATION

ID#: 43-0242

NAME: CAMPBELL UNIFIED SCHOOL D

ADDRESS: 2225 CAMDEN
SAN JOSE, CA

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Leaking Underground Storage Tanks (LUST)

MAP ID# 15

Distance from Property: 0.354 mi. (1,869 ft.) E
Elevation: 238 ft. (Lower than TP)

SITE INFORMATION

ID#: T0608500301 REGIONAL CASE #: 43-0242

LOCAL CASE #: 08S1W02K01

SITE NAME: CAMPBELL UNIFIED SCHOOL DISTRI

RESPONSIBLE PARTY: BLANK RP

ADDRESS: 2225 CAMDEN AVE

ADDRESS: NOT REPORTED

SAN JOSE, CA 95124

CROSS STREET: NOT REPORTED

COUNTY: SANTA CLARA

FACILITY OPERATOR: NOT REPORTED

CASE INFORMATION

CASE TYPE: SOIL IMPACTED

CASE WAS REPORTED: 1996-08-20

CASE ENTERED INTO SYSTEM: 1989-07-10

CASE WAS REVIEWED: 1995-12-15

CASE WAS CLOSED: 1995-12-15

ENFORCEMENT TYPE: NOT REPORTED

ENFORCEMENT BEGAN: NOT REPORTED

FUNDING TYPE: NOT REPORTED

REGIONAL BOARD RESPONSIBLE FOR CASE: SAN FRANCISCO BAY REGIONAL WATER QUALITY CONTROL BOARD

PROGRAM FOR THE CASE: LUST - LEAKING UNDERGROUND STORAGE TANK PROGRAM

INTERIM FOR THE CASE: N = NO INTER

CURRENT STATUS: 9 - CASE CLOSED

LEAD AGENCY: REGIONAL BOARD LEAD

LOCAL AGENCY: SANTA CLARA VALLEY WATER DISTRICT

UNDERGROUND STORAGE TANK PROGRAM UNIT

MTBE CLASSIFICATION: NOT REPORTED

MAXIMUM MTBE CONCENTRATION WAS FOUND: NOT REPORTED

MAXIMUM GROUNDWATER CONCENTRATION OF MTBE: NOT REPORTED

MAXIMUM SOIL CONCENTRATION OF MTBE: NOT REPORTED

NUMBER OF MTBE ANALYTICAL RESULTS: 0

MTBE TESTED: NOT TESTED

NUMBER OF GASOLINE ANALYTICAL RESULTS: 1

CASE SUMMARY: ARCHIVED 5/17/96 CONTROL NO 120-050 SRC 0904700

LEAKING TANK INFORMATION

HOW THE CASE/LEAK WAS DISCOVERED: TANK CLOSURE

DATE LEAK WAS DISCOVERED: 1989-06-16

HOW THE CASE/LEAK WAS STOPPED: NOT REPORTED

LEAK WAS STOPPED: 1989-06-16

CAUSE OF LEAK: STRUCTURAL FAILURE

SOURCE OF LEAK: TANK

LEAK CONFIRMATION: NOT REPORTED

SUBSTANCE/S RELEASED: GASOLINE - AUTOMOTIVE

QUANTITY OF SUBSTANCE RELEASED: NOT REPORTED

SITE ASSESSMENT AND REMEDIAL ACTION INFORMATION

PRELIMINARY SITE ASSESSEMENT WORKPLAN SUBMITTED: NOT REPORTED

PRELIMINARY SITE ASSESSEMENT UNDERWAY: NOT REPORTED

REMEDIAL ACTION UNDERWAY: NOT REPORTED

POLUTION CHARACTERIZATION: NOT REPORTED

REMEDICATION PLAN: NOT REPORTED

VERIFICATION MONITORING UNDERWAY: NOT REPORTED

CLEANUP FUND ID: NOT REPORTED

PRIORITY: NOT REPORTED

ABATEMENT METHOD: (NT) * CODE NOT DEFINED BY REPORTING AGENCY

Leaking Underground Storage Tanks (LUST)

ADDITIONAL INFORMATION

WATER SYSTEM ID #: **NOT REPORTED**

WATER WELL ID #: **NOT REPORTED**

WATER SYSTEM FOR THE NEAREST PUBLIC DRINKING WATER WELL: **NOT REPORTED**

WELL NAME FOR THE NEAREST DRINKING WATER WELL: **NOT REPORTED**

DISTANCE TO NEAREST DRINKING WATER WELL: **0**

GROUNDWATER BASIN: **SANTA CLARA BASIN (2)**

BENEFICIAL USE: **NOT REPORTED**

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GeoTracker Cleanup Sites (CLEANUPSITES)

MAP ID# 15

Distance from Property: 0.354 mi. (1,869 ft.) E

Elevation: 238 ft. (Lower than TP)

FACILITY INFORMATION

GLOBAL ID: T0608500301

BUSINESS NAME: CAMPBELL UNIFIED SCHOOL DISTRICT

ADDRESS: 2225 CAMDEN AVE

SAN JOSE, CA 95124

COUNTY: SANTA CLARA

FACILITY DETAILS

CASE TYPE: LUST CLEANUP SITE

CASE NUMBER: 43-0242

STATUS: COMPLETED - CASE CLOSED 12/15/1995

POTENTIAL CONTAMINATION:

GASOLINE

POTENTIAL MEDIA AFFECTED:

SOIL

SITE HISTORY:

NOT REPORTED

REGULATORY ACTIVITIES

TYPE OF ACTION:	DATE:	ACTION:
OTHER	01/01/50	LEAK DISCOVERY
OTHER	01/01/50	LEAK REPORTED
OTHER	01/01/50	LEAK STOPPED
RESPONSE	09/04/1996	OTHER REPORT / DOCUMENT
OTHER	08/20/1996	LEAK REPORTED
ENFORCEMENT	09/26/1995	CLOSURE/NO FURTHER ACTION LETTER
OTHER	06/16/1989	LEAK DISCOVERY
OTHER	06/16/1989	LEAK STOPPED

STATUS HISTORY

STATUS:	DATE:
COMPLETED - CASE CLOSED	12/15/1995
OPEN - CASE BEGIN DATE	06/16/1989

CONTACT DETAILS

ORGANIZATION: SANTA CLARA COUNTY LOP

ADDRESS: 1555 BERGER DRIVE, SUITE 300

CITY: SAN JOSE

CONTACT NAME: UST CASE WORKER

CONTACT TYPE: LOCAL AGENCY CASEWORKER

CONTACT PHONE: 408-918-3400

EMAIL: NOT REPORTED

ORGANIZATION: SAN FRANCISCO BAY RWQCB (REGION 2)

ADDRESS: 1515 CLAY STREET, SUITE 1400

CITY: OAKLAND

CONTACT NAME: RB 2

CONTACT TYPE: REGIONAL BOARD CASEWORKER

GeoTracker Cleanup Sites (CLEANUPSITES)

CONTACT PHONE: NOT REPORTED

EMAIL: NOT REPORTED

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CALSITES Database (CALSITES)

MAP ID# 16

Distance from Property: 0.447 mi. (2,360 ft.) NW
Elevation: 234 ft. (Lower than TP)

FACILITY INFORMATION

ID #: 43360018

NAME: HAWKES MAGNETIC

ADDRESS: 1190 DELL AVENUE
CAMPBELL, CA

STATUS (DATE): PROPERTY/SITE REFERRED TO RWQCB (06081994)

STANDARD INDUSTRIAL CLASSIFICATION BELIEVED TO BE CAUSE OF (POTENTIAL) CONTAMINATION:

MANU - ELECTRONIC & OTHER ELECTRIC EQUIP

ACCESS TO SITE: NOT REPORTED

GROUNDWATER CONTAMINATION: NOT REPORTED

COMMENTS

FACILITY IDENTIFIED REFERRED BY RWQCB FACILITY DRIVE-BY LIGHT INDUSTRIAL COMPLEX PAVED. HAWKES NOT AT THIS ADDRESS FACILITY DRIVE-BY SITE NOW H&H MACHINE SHOP FACILITY DRIVE-BY DRIVE BY. NO PROBLEM OBSERVED. SITE SCREENING DONE: LETTER FROM SF RWQCB ADDRESSED TO AMERICAN AUTO INDUSTRIES. PA BY EPA 12/01/86. DTSC NEEDS TO DETERMINE SITE STATUS.

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Referred to Another Local or State Agency (REF)

MAP ID# 16

Distance from Property: 0.447 mi. (2,360 ft.) NW
Elevation: 234 ft. (Lower than TP)

ID#: 000043360018

NAME: HAWKES MAGNETIC

ADDRESS: 1190 DELL AVENUE
CAMPBELL, CA 95008

COUNTY: SANTA CLARA

DTSC BRANCH: NORTH COAST

REGIONAL WATER QUALITY BOARD: SAN FRANCISCO BAY

LEAD AGENCY: N/A

STATUS: 06081994 - PROPERTY/SITE REFERRED TO RWQCB

SITE TYPE: N/A

STANDARD INDUSTRIAL CLASSIFICATION: MANU - ELECTRONIC & OTHER ELECTRIC EQUIP

NPL: NOT REPORTED

STAFF: NOT REPORTED

SITE ACCESS: UNCONTROLLED

CORTESE LISTING: NOT REPORTED

HAZARD RANKING SCORE: NOT REPORTED

HAZARD RANKING DATE: NOT REPORTED

GROUNDWATER CONTAMINATION: UNKNOWN

CAUSE OF RELEASE OR POTENTIAL FOR RELEASE OF A HAZARDOUS SUBSTANCE:
NOT REPORTED

COMMENTS BY DTSC STAFF:

01031982

FACILITY DRIVE-BY DRIVE BY. NO PROBLEM OBSERVED.

01151992

DTSC NEEDS TO DETERMINE SITE STATUS.

03181987

SITE SCREENING DONE: LETTER FROM SF RWQCB ADDRESSED TO AMERICAN AUTO INDUSTRIES. PA BY EPA 12/01/86.

08031981

FACILITY IDENTIFIED REFERRED BY RWQCB

10131981

FACILITY DRIVE-BY LIGHT INDUSTRIAL COMPLEX PAVED. HAWKES NOT AT THIS ADDRESS

10271981

FACILITY DRIVE-BY SITE NOW H&H MACHINE SHOP

PROJECTED ACTIVITIES TO BE COMPLETED AT SITE:

COMPLETION DATE: 08/03/1981

ACTIVITY: DISC

NAME: DISCOVERY

COMPLETION DATE: 03/18/1987

ACTIVITY: SS

NAME: SITE SCREENING

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Comprehensive Environmental Response, Compensation & Liability Information System (CERCLIS)

MAP ID# 16

Distance from Property: 0.447 mi. (2,360 ft.) NW
Elevation: 234 ft. (Lower than TP)

FACILITY INFORMATION

EPA ID#: CAD981368400

SITE ID#: 0902282

NAME: AMERICAN AUTOMATED INDUSTRIES

ADDRESS: 1190 DELL AVE
CAMPBELL, CA 5008

COUNTY: SANTA CLARA

NATIONAL PRIORITY LISTING: N - NOT ON THE NPL

FEDERAL FACILITY CLASSIFICATION: N - NOT A FEDERAL FACILITY

NON-NPL STATUS: NF - NFRAP

NON-NPL STATUS DATE: NOT REPORTED

PHYSICAL CLASSIFICATION OF SITE / INCIDENT: NO INFORMATION AVAILABLE

SITE DESCRIPTION - NO SITE DESCRIPTION INFORMATION AVAILABLE -

SITE HISTORY - NO SITE HISTORY INFORMATION AVAILABLE -

ACTIONS

TYPE: DS - DISCOVERY

START DATE: NR

COMPLETION DATE: 10/01/1986

ACTION TYPE DEFINITION:

THE PROCESS BY WHICH A POTENTIAL HAZARDOUS WASTE SITE IS BROUGHT TO THE ATTENTION OF THE EPA. THE PROCESS CAN OCCUR THROUGH THE USE OF SEVERAL MECHANISMS SUCH AS A PHONE CALL OR REFERRAL BY ANOTHER GOVERNMENT AGENCY.

TYPE: PA - PRELIMINARY ASSESSMENT

START DATE: NR

COMPLETION DATE: 12/01/1986

ACTION TYPE DEFINITION:

COLLECTION OF DIVERSE EXISTING INFORMATION ABOUT THE SOURCE AND NATURE OF THE SITE HAZARD. IT IS EPA POLICY TO COMPLETE THE PRELIMINARY ASSESSMENT WITHIN ONE YEAR OF SITE DISCOVERY.

TYPE: SI - SITE INSPECTION

START DATE: NR

COMPLETION DATE: 09/01/1987

ACTION TYPE DEFINITION:

THE PROCESS OF COLLECTING SITE DATA AND SAMPLES TO CHARACTERIZE THE SEVERITY OF THE HAZARD FOR THE HAZARD RANKING SCORE AND/OR ENFORCEMENT SUPPORT.

TYPE: VS - ARCHIVE SITE

START DATE: NR

COMPLETION DATE: 09/01/1987

ACTION TYPE DEFINITION:

THE DECISION IS MADE THAT NO FURTHER ACTIVITY IS PLANNED AT THE SITE.

CONTAMINANTS - NO CONTAMINATION INFORMATION AVAILABLE -

LISTING OF PUBLISHED INSTITUTIONAL CONTROL SITE REPORT - NOT AN INSTITUTIONAL CONTROL SITE -

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No Further Remedial Action Planned Sites (NFRAP)

MAP ID# 16

Distance from Property: 0.447 mi. (2,360 ft.) NW
Elevation: 234 ft. (Lower than TP)

FACILITY INFORMATION

EPA ID#: CAD981368400
SITE ID#: 0902282
NAME: AMERICAN AUTOMATED INDUSTRIES
ADDRESS: 1190 DELL AVE
CAMPBELL, CA 95008
COUNTY: SANTA CLARA

ACTION	START DATE	COMPLETION DATE	RESPONSIBILITY
DS - DISCOVERY	NOT REPORTED	10/1/1986	EPA FUND
PA - PRELIMINARY ASSESSMENT	NOT REPORTED	12/1/1986	EPA FUND
SI - SITE INSPECTION	NOT REPORTED	9/1/1987	EPA FUND
VS - ARCHIVE SITE	NOT REPORTED	9/1/1987	EPA IN-HOUSE

ACTION DESCRIPTIONS

DS - (DISCOVERY) - THE PROCESS BY WHICH A POTENTIAL HAZARDOUS WASTE SITE IS BROUGHT TO THE ATTENTION OF THE EPA. THE PROCESS CAN OCCUR THROUGH THE USE OF SEVERAL MECHANISMS SUCH AS A PHONE CALL OR REFERRAL BY ANOTHER GOVERNMENT AGENCY.

PA - (PRELIMINARY ASSESSMENT) - COLLECTION OF DIVERSE EXISTING INFORMATION ABOUT THE SOURCE AND NATURE OF THE SITE HAZARD. IT IS EPA POLICY TO COMPLETE THE PRELIMINARY ASSESSMENT WITHIN ONE YEAR OF SITE DISCOVERY.

SI - (SITE INSPECTION) - THE PROCESS OF COLLECTING SITE DATA AND SAMPLES TO CHARACTERIZE THE SEVERITY OF THE HAZARD FOR THE HAZARD RANKING SCORE AND/OR ENFORCEMENT SUPPORT.

VS - (ARCHIVE SITE) - THE DECISION IS MADE THAT NO FURTHER ACTIVITY IS PLANNED AT THE SITE.

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EnviroStor Cleanup Sites (ENVIROSTOR)

MAP ID# 16

Distance from Property: 0.447 mi. (2,360 ft.) NW
Elevation: 234 ft. (Lower than TP)

SITE INFORMATION

ID #: 43360018 ASSESSOR'S PARCEL #: 424-01-095
NAME: HAWKES MAGNETIC
ADDRESS: 1190 DELL AVENUE
 CAMPBELL, CA 95008
COUNTY: SANTA CLARA
SITE SIZE (ACRES): NOT REPORTED
LEAD AGENCY: NONE SPECIFIED
DTSC PROJECT MANAGER: NOT REPORTED
DTSC SUPERVISOR: REFERRED - NOT ASSIGNED
DTSC DIVISION BRANCH: CLEANUP BERKELEY
NPL LISTED: NO RESTRICTED LAND USE: NO
SITE TYPE: HISTORICAL

SITE TYPE DESCRIPTION

HISTORICAL: IDENTIFIES SITES FROM AN OLDER DATABASE WHERE NO SITE TYPE WAS IDENTIFIED. MOST OF THESE SITES HAVE A STATUS OF REFERRED OR NO FURTHER ACTION. DTSC IS WORKING TO CLEAN UP THIS DATA BY IDENTIFYING AN APPROPRIATE SITE TYPE FOR EACH "HISTORIC" SITE.

DTSC's CURRENT INVOLVEMENT AT SITE (as of 6/8/1994)

REFER: RWQCB -

PAST USE/S THAT CAUSED THE CONTAMINATION

NONE SPECIFIED

CONFIRMED CONTAMINANTS OF CONCERN

NONESPECIFIED - NONE SPECIFIED

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EnviroStor Cleanup Sites (ENVIROSTOR)

MAP ID# 17

Distance from Property: 0.573 mi. (3,025 ft.) W
Elevation: 248 ft. (Higher than TP)

SITE INFORMATION

ID #: 71003078 ASSESSOR'S PARCEL #: NONE SPECIFIED
NAME: ASHLAND CHEMICAL CO., CAMPBELL
ADDRESS: 1600 DELL AVENUE
 CAMPBELL, CA 95008
COUNTY: SANTA CLARA
SITE SIZE (ACRES): NOT REPORTED
LEAD AGENCY: NONE SPECIFIED
DTSC PROJECT MANAGER: NOT REPORTED
DTSC SUPERVISOR: NOT REPORTED
DTSC DIVISION BRANCH: CLEANUP BERKELEY
NPL LISTED: NO RESTRICTED LAND USE: NO
SITE TYPE: TIERED PERMIT

SITE TYPE DESCRIPTION

NOT REPORTED

DTSC's CURRENT INVOLVEMENT AT SITE (as of)

INACTIVE - NEEDS EVALUATION - IDENTIFIES NON-ACTIVE SITES WHERE DTSC HAS
DETERMINED A PEA OR OTHER EVALUATION IS REQUIRED

PAST USE/S THAT CAUSED THE CONTAMINATION

NONE SPECIFIED

CONFIRMED CONTAMINANTS OF CONCERN

NONESPECIFIED - NONE SPECIFIED

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EnviroStor Cleanup Sites (ENVIROSTOR)

MAP ID# 18

Distance from Property: 0.767 mi. (4,050 ft.) N
Elevation: 220 ft. (Lower than TP)

SITE INFORMATION

ID #: 71002130 ASSESSOR'S PARCEL #: NONE SPECIFIED

NAME: PACIFIC AEROSPACE SVCS., INC.

ADDRESS: 354 MCGLINCEY LANE

CAMPBELL, CA 95008

COUNTY: SANTA CLARA

SITE SIZE (ACRES): 0.5

LEAD AGENCY: SMBRP

DTSC PROJECT MANAGER: MARK PIROS

DTSC SUPERVISOR: MARK PIROS

DTSC DIVISION BRANCH: CLEANUP BERKELEY

NPL LISTED: NO RESTRICTED LAND USE: NO

SITE TYPE: TIERED PERMIT

SITE TYPE DESCRIPTION

NOT REPORTED

DTSC's CURRENT INVOLVEMENT AT SITE (as of 6/20/2012)

INACTIVE - NEEDS EVALUATION - IDENTIFIES NON-ACTIVE SITES WHERE DTSC HAS
DETERMINED A PEA OR OTHER EVALUATION IS REQUIRED

PAST USE/S THAT CAUSED THE CONTAMINATION

NONE SPECIFIED

CONFIRMED CONTAMINANTS OF CONCERN

NONESPECIFIED - NONE SPECIFIED

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EnviroStor Cleanup Sites (ENVIROSTOR)

MAP ID# 18

Distance from Property: 0.767 mi. (4,050 ft.) N
Elevation: 220 ft. (Lower than TP)

SITE INFORMATION

ID #: 60000368 ASSESSOR'S PARCEL #: 412-31-012

NAME: PACIFIC AEROSPACE SERVICES

ADDRESS: 354 EAST MCGLINCEY LANE
CAMPBELL, CA 95008

COUNTY: SANTA CLARA

SITE SIZE (ACRES): 1.25

LEAD AGENCY: HWMP

DTSC PROJECT MANAGER: NOT REPORTED

DTSC SUPERVISOR: DENISE TSUJI

DTSC DIVISION BRANCH: CLEANUP BERKELEY

NPL LISTED: NO RESTRICTED LAND USE: NO

SITE TYPE: EVALUATION

SITE TYPE DESCRIPTION

EVALUATION: IDENTIFIES SUSPECTED, BUT UNCONFIRMED, CONTAMINATED SITES THAT NEED OR HAVE GONE THROUGH AN INVESTIGATION AND ASSESSMENT PROCESS. IF A SITE IS FOUND TO HAVE CONFIRMED CONTAMINATION, IT WILL CHANGE FROM EVALUATION TO EITHER A STATE RESPONSE OR VOLUNTARY CLEANUP SITE TYPE. SITES FOUND TO HAVE NO CONTAMINATION AT THE COMPLETION OF THE INVESTIGATION AND ASSESSMENT PROCESS RESULT IN A NO ACTION REQUIRED (FOR PHASE 1 ASSESSMENTS) OR NO FURTHER ACTION (FOR PHASE 2 ASSESSMENTS) DETERMINATION.

DTSC's CURRENT INVOLVEMENT AT SITE (as of 5/24/2007)

REFER: RCRA -

PAST USE/S THAT CAUSED THE CONTAMINATION

METAL PLATING - CHROME, METAL PLATING - OTHER

CONFIRMED CONTAMINANTS OF CONCERN

NONESPECIFIED - NONE SPECIFIED

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EnviroStor Cleanup Sites (ENVIROSTOR)

MAP ID# 19

Distance from Property: 0.833 mi. (4,398 ft.) W
Elevation: 263 ft. (Higher than TP)

SITE INFORMATION

ID #: 71003650 ASSESSOR'S PARCEL #: NONE SPECIFIED
NAME: SILICON GENESIS CORP.
ADDRESS: 590 DIVISION STREET
 CAMPBELL, CA 95008
COUNTY: SANTA CLARA
SITE SIZE (ACRES): NOT REPORTED
LEAD AGENCY: NONE SPECIFIED
DTSC PROJECT MANAGER: NOT REPORTED
DTSC SUPERVISOR: NOT REPORTED
DTSC DIVISION BRANCH: CLEANUP BERKELEY
NPL LISTED: NO RESTRICTED LAND USE: NO
SITE TYPE: TIERED PERMIT

SITE TYPE DESCRIPTION

NOT REPORTED

DTSC's CURRENT INVOLVEMENT AT SITE (as of)

**INACTIVE - NEEDS EVALUATION - IDENTIFIES NON-ACTIVE SITES WHERE DTSC HAS
DETERMINED A PEA OR OTHER EVALUATION IS REQUIRED**

PAST USE/S THAT CAUSED THE CONTAMINATION

NONE SPECIFIED

CONFIRMED CONTAMINANTS OF CONCERN

NONESPECIFIED - NONE SPECIFIED

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Unlocated Sites Summary

This list contains sites that could not be mapped due to limited or incomplete address information.

No Records Found

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AIRSAFS Aerometric Information Retrieval System / Air Facility Subsystem

VERSION DATE: 10/20/14

The United States Environmental Protection Agency (EPA) modified the Aerometric Information Retrieval System (AIRS) to a database that exclusively tracks the compliance of stationary sources of air pollution with EPA regulations: the Air Facility Subsystem (AFS). Since this change in 2001, the management of the AIRS/AFS database was assigned to EPA's Office of Enforcement and Compliance Assurance.

BRS Biennial Reporting System

VERSION DATE: 12/31/11

The United States Environmental Protection Agency (EPA), in cooperation with the States, biennially collects information regarding the generation, management, and final disposition of hazardous wastes regulated under the Resource Conservation and Recovery Act of 1976 (RCRA), as amended. The Biennial Report captures detailed data on the generation of hazardous waste from large quantity generators and data on waste management practices from treatment, storage and disposal facilities. Currently, the EPA states that data collected between 1991 and 1997 was originally a part of the defunct Biennial Reporting System and is now incorporated into the RCRAInfo data system.

CDL Clandestine Drug Laboratory Locations

VERSION DATE: 09/17/15

The U.S. Department of Justice ("the Department") provides this information as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments. The Department does not establish, implement, enforce, or certify compliance with clean-up or remediation standards for contaminated sites; the public should contact a state or local health department or environmental protection agency for that information.

DOCKETS EPA Docket Data

VERSION DATE: 12/22/05

The United States Environmental Protection Agency Docket data lists Civil Case Defendants, filing dates as far back as 1971, laws broken including section, violations that occurred, pollutants involved, penalties assessed and superfund awards by facility and location. Please refer to ICIS database as source of current data.

EC Federal Engineering Institutional Control Sites

VERSION DATE: 08/03/15

This database includes site locations where Engineering and/or Institutional Controls have been identified as part

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of a selected remedy for the site as defined by United States Environmental Protection Agency official remedy decision documents. A site listing does not indicate that the institutional and engineering controls are currently in place nor will be in place once the remedy is complete; it only indicates that the decision to include either of them in the remedy is documented as of the completed date of the document. Institutional controls are actions, such as legal controls, that help minimize the potential for human exposure to contamination by ensuring appropriate land or resource use. Engineering controls include caps, barriers, or other device engineering to prevent access, exposure, or continued migration of contamination.

ERNSCA Emergency Response Notification System

VERSION DATE: 05/10/15

This National Response Center database contains data on reported releases of oil, chemical, radiological, biological, and/or etiological discharges into the environment anywhere in the United States and its territories. The data comes from spill reports made to the U.S. Environmental Protection Agency, U.S. Coast Guard, the National Response Center and/or the U.S. Department of Transportation.

FRSCA Facility Registry System

VERSION DATE: 07/20/15

The United States Environmental Protection Agency's Office of Environmental Information (OEI) developed the Facility Registry System (FRS) as the centrally managed database that identifies facilities, sites or places subject to environmental regulations or of environmental interest. The Facility Registry System replaced the Facility Index System or FINDS database.

HMIRSR09 Hazardous Materials Incident Reporting System

VERSION DATE: 11/08/15

The HMIRS database contains unintentional hazardous materials release information reported to the U.S. Department of Transportation located in EPA Region 9. This region includes the following states: Arizona, California, Hawaii, Nevada, and the territories of Guam and American Samoa.

ICIS Integrated Compliance Information System (formerly DOCKETS)

VERSION DATE: 10/20/14

ICIS is a case activity tracking and management system for civil, judicial, and administrative federal Environmental Protection Agency enforcement cases. ICIS contains information on federal administrative and federal judicial cases under the following environmental statutes: the Clean Air Act, the Clean Water Act, the Resource Conservation and Recovery Act, the Emergency Planning and Community Right-to-Know Act - Section 313, the Toxic Substances Control Act, the Federal Insecticide, Fungicide, and Rodenticide Act, the Comprehensive Environmental Response, Compensation, and Liability Act, the Safe Drinking Water Act, and the Marine Protection, Research, and Sanctuaries Act.

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ICISNPDES

Integrated Compliance Information System National Pollutant Discharge Elimination System

VERSION DATE: 10/20/14

In 2006, the Integrated Compliance Information System (ICIS) - National Pollutant Discharge Elimination System (NPDES) became the NPDES national system of record for select states, tribes and territories. ICIS-NPDES is an information management system maintained by the United States Environmental Protection Agency's Office of Compliance to track permit compliance and enforcement status of facilities regulated by the NPDES under the Clean Water Act. ICIS-NPDES is designed to support the NPDES program at the state, regional, and national levels.

LUCIS

Land Use Control Information System

VERSION DATE: 09/01/06

The LUCIS database is maintained by the U.S. Navy and contains information for former Base Realignment and Closure (BRAC) properties across the United States.

MLTS

Material Licensing Tracking System

VERSION DATE: 03/11/15

MLTS is a list of approximately 8,100 sites which have or use radioactive materials subject to the United States Nuclear Regulatory Commission (NRC) licensing requirements.

NPDES09

National Pollutant Discharge Elimination System

VERSION DATE: 04/01/07

Information in this database is extracted from the Water Permit Compliance System (PCS) database which is used by United States Environmental Protection Agency to track surface water permits issued under the Clean Water Act. This database includes permitted facilities located in EPA Region 9. This region includes the following states: Arizona, California, Hawaii, Nevada, and the territories of Guam and American Samoa. The NPDES database was collected from December 2002 until April 2007. Refer to the PCS and/or ICIS-NPDES database as source of current data.

PADS

PCB Activity Database System

VERSION DATE: 07/01/14

The PCB Activity Database System (PADS) is used by the United States Environmental Protection Agency to monitor the activities of polychlorinated biphenyls (PCB) handlers.

PCSR09

Permit Compliance System

VERSION DATE: 08/01/12

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The Permit Compliance System is used in tracking enforcement status and permit compliance of facilities controlled by the National Pollutant Discharge Elimination System (NPDES) under the Clean Water Act and is maintained by the United States Environmental Protection Agency's Office of Compliance. PCS is designed to support the NPDES program at the state, regional, and national levels. This database includes permitted facilities located in EPA Region 9. This region includes the following states: Arizona, California, Hawaii, Nevada, and the territories of Guam and American Samoa. PCS has been modernized, and no longer exists. National Pollutant Discharge Elimination System (ICIS-NPDES) data can now be found in Integrated Compliance Information System (ICIS).

RCRASC RCRA Sites with Controls

VERSION DATE: 10/26/15

This list of Resource Conservation and Recovery Act sites with institutional controls in place is provided by the U.S. Environmental Protection Agency.

SFLIENS CERCLIS Liens

VERSION DATE: 06/08/12

A Federal CERCLA ("Superfund") lien can exist by operation of law at any site or property at which United States Environmental Protection Agency has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties. This database contains those CERCLIS sites where the Lien on Property action is complete.

SSTS Section Seven Tracking System

VERSION DATE: 12/08/14

The United States Environmental Protection Agency tracks information on pesticide establishments through the Section Seven Tracking System (SSTS). SSTS records the registration of new establishments and records pesticide production at each establishment. The Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) requires that production of pesticides or devices be conducted in a registered pesticide-producing or device-producing establishment. ("Production" includes formulation, packaging, repackaging, and relabeling.)

TRI Toxics Release Inventory

VERSION DATE: 12/31/13

The Toxics Release Inventory, provided by the United States Environmental Protection Agency, includes data on toxic chemical releases and waste management activities from certain industries as well as federal and tribal facilities. This inventory contains information about the types and amounts of toxic chemicals that are released each year to the air, water, and land as well as information on the quantities of toxic chemicals sent to other facilities for further waste management.

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TSCA Toxic Substance Control Act Inventory

VERSION DATE: 12/31/06

The Toxic Substances Control Act (TSCA) was enacted in 1976 to ensure that chemicals manufactured, imported, processed, or distributed in commerce, or used or disposed of in the United States do not pose any unreasonable risks to human health or the environment. TSCA section 8(b) provides the United States Environmental Protection Agency authority to "compile, keep current, and publish a list of each chemical substance that is manufactured or processed in the United States." This TSCA Chemical Substance Inventory contains non-confidential information on the production amount of toxic chemicals from each manufacturer and importer site.

NLRRCRAG No Longer Regulated RCRA Generator Facilities

VERSION DATE: 10/13/15

This database includes RCRA Generator facilities that are no longer regulated by the United States Environmental Protection Agency or do not meet other RCRA reporting requirements. This listing includes facilities that formerly generated hazardous waste.

Large Quantity Generators: Generate 1,000 kg or more of hazardous waste during any calendar month; or Generate more than 1 kg of acutely hazardous waste during any calendar month; or Generate more than 100 kg of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, or acutely hazardous waste during any calendar month; or Generate 1 kg or less of acutely hazardous waste during any calendar month, and accumulate more than 1kg of acutely hazardous waste at any time; or Generate 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste during any calendar month, and accumulated more than 100 kg of that material at any time.

Small Quantity Generators: Generate more than 100 and less than 1000 kilograms of hazardous waste during any calendar month and accumulate less than 6000 kg of hazardous waste at any time; or Generate 100 kg or less of hazardous waste during any calendar month, and accumulate more than 1000 kg of hazardous waste at any time.

Conditionally Exempt Small Quantity Generators: Generate 100 kilograms or less of hazardous waste per calendar month, and accumulate 1000 kg or less of hazardous waste at any time; or Generate one kilogram or less of acutely hazardous waste per calendar month, and accumulate at any time: 1 kg or less of acutely hazardous waste; or 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, or acutely hazardous waste; or Generate 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, or acutely hazardous waste during any calendar month, and accumulate at any time: 1 kg or less of acutely hazardous waste; or 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste.

RCRAGR09 Resource Conservation & Recovery Act - Generator Facilities

VERSION DATE: 10/13/15

This database includes sites listed as generators of hazardous waste (large, small, and exempt) in the RCRAInfo

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system. The United States Environmental Protection Agency defines RCRAInfo as the comprehensive information system which provides access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRAInfo replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS). This database includes sites located in EPA Region 9. This region includes the following states: Arizona, California, Hawaii, Nevada, and the territories of Guam and American Samoa.

Large Quantity Generators: Generate 1,000 kg or more of hazardous waste during any calendar month; or Generate more than 1 kg of acutely hazardous waste during any calendar month; or Generate more than 100 kg of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, or acutely hazardous waste during any calendar month; or Generate 1 kg or less of acutely hazardous waste during any calendar month, and accumulate more than 1kg of acutely hazardous waste at any time; or Generate 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste during any calendar month, and accumulated more than 100 kg of that material at any time.

Small Quantity Generators: Generate more than 100 and less than 1000 kilograms of hazardous waste during any calendar month and accumulate less than 6000 kg of hazardous waste at any time; or Generate 100 kg or less of hazardous waste during any calendar month, and accumulate more than 1000 kg of hazardous waste at any time.

Conditionally Exempt Small Quantity Generators: Generate 100 kilograms or less of hazardous waste per calendar month, and accumulate 1000 kg or less of hazardous waste at any time; or Generate one kilogram or less of acutely hazardous waste per calendar month, and accumulate at any time: 1 kg or less of acutely hazardous waste; or 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, or acutely hazardous waste; or Generate 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, or acutely hazardous waste during any calendar month, and accumulate at any time: 1 kg or less of acutely hazardous waste; or 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste.

RCRANGR09

Resource Conservation & Recovery Act - Non-Generator Facilities

VERSION DATE: 10/13/15

This database identifies RCRAInfo system sites that only handle hazardous waste, such as transporters, without generating any amount hazardous waste. The United States Environmental Protection Agency defines RCRAInfo as the comprehensive information system which provides access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRAInfo replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS). This database includes sites located in EPA Region 9. This region includes the following states: Arizona, California, Hawaii, Nevada, and the territories of Guam and American Samoa.

HISTPST

Historical Gas Stations

VERSION DATE: NR

Environmental Records Definitions - FEDERAL

This historic directory of service stations is provided by the Cities Service Company. The directory includes Cities Service filling stations that were located throughout the United States in 1930.

BF Brownfields Management System

VERSION DATE: 10/08/15

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. The United States Environmental Protection Agency maintains this database to track activities in the various brown field grant programs including grantee assessment, site cleanup and site redevelopment. This database included tribal brownfield sites.

CERCLIS Comprehensive Environmental Response, Compensation & Liability Information System

VERSION DATE: 10/25/13

CERCLIS is the repository for site and non-site specific Superfund information in support of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). This United States Environmental Protection Agency database contains an extract of sites that have been investigated or are in the process of being investigated for potential environmental risk. In 2014, the Superfund Program implemented a new information system, the Superfund Enterprise Management System (SEMS). Efforts to migrate data to SEMS and to enhance data quality control are now in the final stages. The Program will continue to rely on the final CERCLIS data set (dated November 12, 2013, which reflects official end of Fiscal Year 2013 Program progress) for public reporting until a complete and accurate SEMS data set is available.

DNPL Delisted National Priorities List

VERSION DATE: 07/22/15

This database includes sites from the United States Environmental Protection Agency's Final National Priorities List (NPL) where remedies have proven to be satisfactory or sites where the original analyses were inaccurate, and the site is no longer appropriate for inclusion on the NPL, and final publication in the Federal Register has occurred.

NFRAP No Further Remedial Action Planned Sites

VERSION DATE: 10/25/13

NFRAP sites may be sites where, following an initial investigation, no contamination was found, contamination was removed quickly without the need for the site to be placed on the National Priorities List, or the contamination was not serious enough to require Federal Superfund action.

NLRRCRAT No Longer Regulated RCRA Non-CORRACTS TSD Facilities

VERSION DATE: 10/13/15

Environmental Records Definitions - FEDERAL

This database includes RCRA Non-Corrective Action TSD facilities that are no longer regulated by the United States Environmental Protection Agency or do not meet other RCRA reporting requirements. This listing includes facilities that formerly treated, stored or disposed of hazardous waste.

ODI Open Dump Inventory

VERSION DATE: 06/01/85

The open dump inventory was published by the United States Environmental Protection Agency. An "open dump" is defined as a facility or site where solid waste is disposed of which is not a sanitary landfill which meets the criteria promulgated under section 4004 of the Solid Waste Disposal Act (42 U.S.C. 6944) and which is not a facility for disposal of hazardous waste. This inventory has not been updated since June 1985.

RCRAT Resource Conservation & Recovery Act - Non-CORRACTS Treatment, Storage & Disposal Facilities

VERSION DATE: 10/13/15

This database includes Non-Corrective Action sites listed as treatment, storage and/or disposal facilities of hazardous waste in the RCRAInfo system. The United States Environmental Protection Agency defines RCRAInfo as the comprehensive information system which provides access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRAInfo replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS).

DOD Department of Defense Sites

VERSION DATE: 06/21/10

This information originates from the National Atlas of the United States Federal Lands data, which includes lands owned or administered by the Federal government. Army DOD, Army Corps of Engineers DOD, Air Force DOD, Navy DOD and Marine DOD areas of 640 acres or more are included.

FUDS Formerly Used Defense Sites

VERSION DATE: 06/01/15

The Formerly Used Defense Sites (FUDS) inventory includes properties previously owned by or leased to the United States and under Secretary of Defense Jurisdiction, as well as Munitions Response Areas (MRAs). The remediation of these properties is the responsibility of the Department of Defense. This data is provided by the U.S. Army Corps of Engineers (USACE), the boundaries/polygon data are based on preliminary findings and not all properties currently have polygon data available. **DISCLAIMER:** This data represents the results of data collection/processing for a specific USACE activity and is in no way to be considered comprehensive or to be used in any legal or official capacity as presented on this site. While the USACE has made a reasonable effort to insure the accuracy of the maps and associated data, it should be explicitly noted that USACE makes no warranty, representation or guaranty, either expressed or implied, as to the content, sequence, accuracy, timeliness or completeness of any of the data provided herein. For additional information on Formerly Used

Environmental Records Definitions - FEDERAL

Defense Sites please contact the USACE Public Affairs Office at (202) 528-4285.

NLRRCRAC No Longer Regulated RCRA Corrective Action Facilities

VERSION DATE: 10/13/15

This database includes RCRA Corrective Action facilities that are no longer regulated by the United States Environmental Protection Agency or do not meet other RCRA reporting requirements.

NPL National Priorities List

VERSION DATE: 07/22/15

This database includes United States Environmental Protection Agency (EPA) National Priorities List sites that fall under the EPA's Superfund program, established to fund the cleanup of the most serious uncontrolled or abandoned hazardous waste sites identified for possible long-term remedial action.

PNPL Proposed National Priorities List

VERSION DATE: 07/22/15

This database contains sites proposed to be included on the National Priorities List (NPL) in the Federal Register. The United States Environmental Protection Agency investigates these sites to determine if they may present long-term threats to public health or the environment.

RCRAC Resource Conservation & Recovery Act - Corrective Action Facilities

VERSION DATE: 10/13/15

This database includes all hazardous waste sites with ongoing corrective action activity and where corrective action is statutorily required to be address but have not had corrective action imposed in the RCRAInfo system. The Corrective Action Program requires owners or operators of RCRA facilities (or treatment, storage, and disposal facilities) to investigate and cleanup contamination in order to protect human health and the environment. The United States Environmental Protection Agency defines RCRAInfo as the comprehensive information system which provides access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRAInfo replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS).

RCRASUBC Resource Conservation & Recovery Act - Subject to Corrective Action Facilities

VERSION DATE: 10/13/15

This database includes hazardous waste sites which are potentially subject to corrective action regardless of whether they have correction action underway, plus any sites showing a corrective action event of RFI or beyond in the RCRAInfo system. Sites conducting corrective action under analogous state authorities are also included. The United States Environmental Protection Agency defines RCRAInfo as the comprehensive information

Environmental Records Definitions - FEDERAL

system which provides access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRAInfo replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS).

RODS Record of Decision System

VERSION DATE: 07/01/13

These decision documents maintained by the United States Environmental Protection Agency describe the chosen remedy for NPL (Superfund) site remediation. They also include site history, site description, site characteristics, community participation, enforcement activities, past and present activities, contaminated media, the contaminants present, and scope and role of response action.

Environmental Records Definitions - STATE (CA)

GDL Clandestine Drug Labs

VERSION DATE: 12/31/14

The California Department of Toxic Substance Control (DTSC) provides this listing of illegal drug laboratories. Pursuant to Section 25354.5 of the California Health and Safety Code, DTSC conducts emergency removal actions at clandestine drug labs at the request of State and local law enforcement agencies. DTSC's contractors typically remove hazardous substances that may pose an immediate threat to public health and the environment while the enforcement officials are on scene. During the emergency removal actions, contractors remove and properly dispose of contaminated lab equipment, chemicals used to make the illegal drugs (usually methamphetamine), lab chemical wastes, and other grossly contaminated materials. DTSC does not perform additional assessment work beyond standard emergency removal actions and makes no further determination regarding the need for future cleanup work at the emergency removal location. The reported location information may or may not include the actual location of the illegal drug lab. The DTSC does not guarantee the accuracy of the address or location information or the condition of the location listed.

CHMIRS California Hazardous Material Incident Report System

VERSION DATE: 11/18/15

The California Hazardous Material Incident Report System database is provided by the California Emergency Management Agency. This database contains accidental or spill release information from reported hazardous material incidents since 1993.

DTSCDR DTSC Deed Restrictions

VERSION DATE: 10/21/15

The California Department of Toxic Substances Control (DTSC) maintains this listing of sites with deed restrictions. According to the DTSC, restricted land use indicates whether the site or area within the site has an environmental restriction recorded and/or other institutional control preventing certain types of land use or activities. The land use restrictions listed under the site management requirements are only an abbreviated summary of the land use restrictions, and may not encompass all restrictions and notification requirements placed on a property. For complete land use restriction information please contact the DTSC to review associated Land Use Restriction documents.

EMI Emissions Inventory Data

VERSION DATE: 12/31/12

The Air Resources Board's Emissions Inventory Database contains criteria pollutant data and toxic data on facilities throughout the state of California for the 2012-2000 inventory years.

HWTS Hazardous Waste Tanner Summary

VERSION DATE: 12/31/14

Environmental Records Definitions - STATE (CA)

This data is prepared from information extracted from copies of hazardous waste manifests received each year by the Department of Toxic Substances Control. The Hazardous Waste Summary Report (Tanner Report) currently includes manifest data from the 1993 through the 2013 reporting years.

LIENS Recorded Environmental Cleanup Liens

VERSION DATE: 10/06/15

The California Department of Toxic Substance Control (DTSC) maintains this listing of liens placed upon real properties. A lien is utilized by the DTSC to obtain reimbursement from responsible parties for costs associated with the remediation of contaminated properties.

NPDES National Pollutant Discharge Elimination System Facilities

VERSION DATE: 09/22/15

This State Water Resources Control Board database contains NPDES permits, including stormwater general permit enrollees that are active, inactive and historical. NPDES permits are required from all facilities that discharge their wastewater from a point source into a waterbody.

ABST Above Ground Storage Tanks

VERSION DATE: 12/01/07

This database contains aboveground storage tank facilities registered with the California State Water Resources Control Board (SWRCB). Since 2006, tanks were required to contain a minimum (even as cumulative) of 1320 gallons to be in the program. As of January 1, 2008, the SWRCB no longer maintains a list of registered aboveground storage tanks, due to effective Assembly Bill No. 1130 (Laird) of the Aboveground Petroleum Storage Act (APSA). This Bill authorized the Certified Unified Program Agencies to implement and administer the requirements of the APSA.

CLEANER Dry Cleaner Facilities

VERSION DATE: 06/01/15

This database, created by accessing the California Department of Toxic Substances Control's (DTSC) Hazardous Waste Tracking System, includes dry cleaner facilities that have registered EPA identification numbers. These facilities are categorized with one of the following NAICS Codes: 81231 or 81232. This database may also include facilities other than dry cleaners who also register with these same NAICS Codes. Not all companies report their NAICS/SIC Codes to the DTSC and therefore this database may exclude registered dry cleaner facilities with incomplete classification information.

DTSCHWT DTSC Registered Hazardous Waste Transporters

VERSION DATE: 10/30/14

The Department of Toxic Substances Control provides this list of Registered Hazardous Waste Transporters.

Environmental Records Definitions - STATE (CA)

HISTUST Historical Underground Storage Tanks

VERSION DATE: 12/31/87

The Hazardous Substance Storage Container Database is a historical list of Underground Storage Tank sites, compiled from tank survey and registration information collected at one time between 1984 and 1987 by the State Water Resources Control Board. The hazardous substances stored within these tanks includes, but not restricted to, petroleum products, industrial solvents, and other materials.

MWMP California Medical Waste Management Program Facility List

VERSION DATE: 10/13/15

To protect the public and the environment from potential infectious exposure to disease causing agents, the Medical Waste Management Program (MWMP), in the Environmental Management Branch of the California Department of Public Health, regulates the generation, handling, storage, treatment, and disposal of medical waste by providing oversight for the implementation of the Medical Waste Management Act (MWMA). The MWMP permits and inspects all medical waste off-site treatment facilities, medical waste transporters, and medical waste transfer stations.

SLIC Spills, Leaks, Investigation & Cleanup Recovery Listing

VERSION DATE: 06/16/08

These records are maintained by the California Regional Water Quality Control Board (RWQCB). This list includes contaminated sites that impact groundwater or have the potential to impact ground water. Please refer to CLEANUPSITES database as source of current data.

SWEEPS Statewide Environmental Evaluation and Planning System

VERSION DATE: 10/01/94

The Statewide Environmental Evaluation and Planning System (SWEEPS) contains a historical listing of active and inactive underground storage tank locations from the State Water Resources Control Board. The hazardous substances stored within these tanks includes, but not restricted to, petroleum products, industrial solvents, and other materials. Refer to CUPA listing for source of current data.

USTCUPA Underground Storage Tanks

VERSION DATE: 10/21/15

An underground storage tank is an individual tank or group of tanks that store hazardous substances. Underground storage tanks are completely or considerably below the ground surface. This database contains UST permit data submitted from the Certified Unified Program Agencies (CUPA) directly to the State Water Resources Control Board. CUPA's are local agencies that have been certified by the California EPA to implement state environmental programs within the local agency's jurisdiction.

Environmental Records Definitions - STATE (CA)

CALSITES CALSITES Database

VERSION DATE: 09/14/04

This historical database was maintained by the Department of Toxic Substance Control for more than a decade. CALSITES contains information on Brownfield properties with confirmed or potential hazardous contamination. In 2006, DTSC introduced EnviroStor as the latest Brownfields site database.

CLEANUPSITES GeoTracker Cleanup Sites

VERSION DATE: 10/21/15

This GeoTracker Cleanup Sites database is maintained by the California Regional Water Quality Control Board (RWQCB). The database contains contaminated sites that impact groundwater or have the potential to impact ground water, including spills, investigations, cleanup recoveries and reported leaking underground storage tank incidents.

CORTESE Cortese List

VERSION DATE: 11/02/02

This historical listing includes hazardous waste and substances sites designated by the State Water Resources Control Board (LUST), the Integrated Waste Board (SWIS), and the Department of Toxic Substance Control (CALSITES). The Cortese List was utilized by the State, local agencies and developers to comply with the California Environmental Quality Act requirements in providing information about the location of hazardous materials release sites.

ERAP Expedited Removal Action Program Sites

VERSION DATE: 10/21/14

The Expedited Remedial Action Program is a pilot project administered by the Department of Toxic Substances Control's Site Mitigation and Brownfields Reuse Program to promote the cleanup of up to 30 hazardous substance release sites. ERAP provides significant incentives for redevelopment of contaminated properties by promoting cleanups based on the planned land use, by providing a covenant not to sue, and by outlining a fair and equitable liability scheme.

LUST Leaking Underground Storage Tanks

VERSION DATE: 06/16/08

This database is maintained by the State Water Resources Control Board. LUST records contain an inventory of reported leaking underground storage tank incidents. Please refer to the CLEANUPSITES database as source of current data.

Environmental Records Definitions - STATE (CA)

NFA No Further Action Determination

VERSION DATE: 07/01/05

The NFA listing contains properties at which the Department of Toxic Substance Control has made a clear determination that the property does not pose a problem to the environment or to public health.

NFE Sites Needing Further Evaluation

VERSION DATE: 07/01/05

The NFE listing contains properties that the Department of Toxic Substance Control suspects with possible contamination. These are unconfirmed contaminated properties that need further assessment.

PROC Listing of Certified Processors

VERSION DATE: 10/23/15

Listing of Certified Processors that are operating under the state of California's Beverage Container Recycling Program. This list is maintained by the Department of Conservation.

REF Referred to Another Local or State Agency

VERSION DATE: 07/01/05

The REF listing contains properties where contamination has not been confirmed and which were determined as not requiring direct Department of Toxic Substance Control Site Mitigation Program action or oversight. Accordingly, these sites have been referred to another state or local regulatory agency.

SCH School Property Evaluations

VERSION DATE: 07/01/05

The SCH listing contains proposed and existing school sites that are being evaluated by Department of Toxic Substance Control for possible hazardous materials contamination. In some cases, these properties may be listed in the CalSites category depending on the level of threat to public health and safety or the environment they pose.

SWIS Solid Waste Information System Sites

VERSION DATE: 10/21/15

The Solid Waste Information System (SWIS) database includes information on solid waste facilities, operations, and disposal sites located in California. This database is maintained by the California Department of Resources Recycling and Recovery.

Environmental Records Definitions - STATE (CA)

SWRCY Recycling Centers

VERSION DATE: 10/23/15

Listing of Certified Recycling Centers that are operating under the state of California's Beverage Container Recycling Program. This list is maintained by the Department of Conservation.

VCP Voluntary Cleanup Program

VERSION DATE: 09/14/04

The California Voluntary Cleanup program provides regulatory oversight by the Department of Toxic Substance Control (DTSC) to project proponents desiring to address mitigation activities at sites which have lower health and/or environmental risk than sites which are currently being addressed by DTSC. Refer to Envirostor database as source of current data.

WMUDS Waste Management Unit Database

VERSION DATE: 01/01/00

The Waste Management Unit Database System tracks and inventories waste management units. CCR Title 27 contains criteria stating that Waste Management Units are classified according to their ability to contain wastes. Containment shall be determined by geology, hydrology, topography, climatology, and other factors relating to the ability of the Unit to protect water quality. Water Code Section 13273.1 requires that operators submit a water quality solid waste assessment test (SWAT) report to address leak status. The WMUDS was last updated by the State Water Resources control board in 2000.

ENVIROSTOR EnviroStor Cleanup Sites

VERSION DATE: 10/21/15

The Department of Toxic Substances Control (DTSC) has developed the EnviroStor database system to evaluate and track sites with confirmed or potential contamination and sites where further investigation may be necessary. This EnviroStor database of cleanup sites contains the following: Federal Superfund sites (National Priorities List (NPL)); State Response, including Military Facilities and State Superfund; Voluntary Cleanup; and School sites. Sites where DTSC has made a "No Action Required" determination are not included in this database, as these sites had assessments that revealed no evidence of recognized environmental conditions in connection with the property.

ENVIROSTORPCA EnviroStor Permitted and Corrective Action Sites

VERSION DATE: 10/21/15

The Department of Toxic Substances Control (DTSC) has developed the EnviroStor database system to evaluate and track sites with confirmed or potential contamination and sites where further investigation may be necessary. This EnviroStor database contains detailed information on hazardous waste permitted and corrective action facilities. Investigation and cleanup activities at hazardous waste facilities (either Resource Conservation

Environmental Records Definitions - STATE (CA)

and Recovery Act (RCRA) or State-only) that either were eligible for a permit or received a permit are called "corrective action." These facilities treated stored, disposed and/or transferred hazardous waste.

TOXPITS Toxic Pits Cleanup Act Sites

VERSION DATE: 07/01/95

Toxic Pits are sites with possible contamination of hazardous substances where cleanup is necessary. This listing is no longer updated by the State Water Resources Control Board.

Environmental Records Definitions - TRIBAL

USTR09 Underground Storage Tanks On Tribal Lands

VERSION DATE: 12/04/14

This database, provided by the United States Environmental Protection Agency (EPA), contains underground storage tanks on Tribal lands located in EPA Region 9. This region includes the following states: Arizona, California, Hawaii, Nevada, and the territories of Guam and American Samoa.

LUSTR09 Leaking Underground Storage Tanks On Tribal Lands

VERSION DATE: 12/04/14

This database, provided by the United States Environmental Protection Agency (EPA), contains leaking underground storage tanks on Tribal lands located in EPA Region 9. This region includes the following states: Arizona, California, Hawaii, Nevada, and the territories of Guam and American Samoa.

ODINDIAN Open Dump Inventory on Tribal Lands

VERSION DATE: 11/08/06

This Indian Health Service database contains information about facilities and sites on tribal lands where solid waste is disposed of, which are not sanitary landfills or hazardous waste disposal facilities, and which meet the criteria promulgated under section 4004 of the Solid Waste Disposal Act (42 U.S.C. 6944).

INDIANRES Indian Reservations

VERSION DATE: 01/01/00

The Department of Interior and Bureau of Indian Affairs maintains this database that includes American Indian Reservations, off-reservation trust lands, public domain allotments, Alaska Native Regional Corporations and Recognized State Reservations.

APPENDIX H

PHYSICAL SETTINGS MAPS



On time. On target. In touch.™

GeoPlus Physical Setting Maps

Satellite view

Target Property:

***Phase I Environmental Site Assessment
180 Redding Road
Campbell, Santa Clara County, California 95008***

Prepared For:

IRC Environmental Consulting LLC

Order #: 60798

Job #: 131286

Project #: 3320

Date: 12/17/2015

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Target Property Summary

Target Property Information

*Phase I Environmental Site Assessment
180 Redding Road
Campbell, California 95008*

Coordinates

Point (-121.94569, 37.264762)

USGS Quadrangle

San Jose West, CA

Geographic Coverage Information

County/Parish: Santa Clara (CA)

ZipCode(s):

Campbell CA: 95008

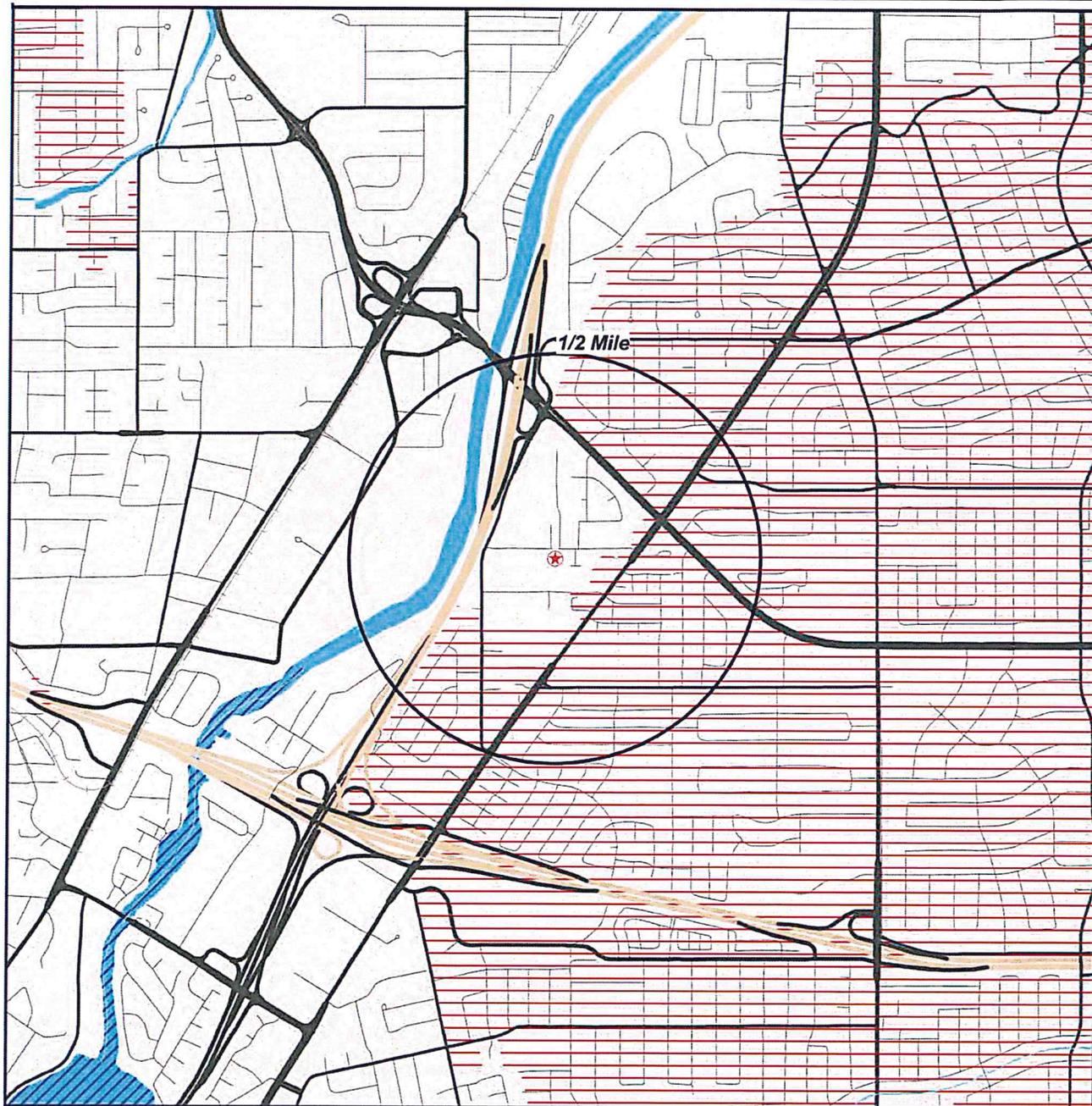
San Jose CA: 95124

Radon

* Target property is located in Radon Zone 2.

Zone 2 areas have a predicted average indoor radon screening level between 2 and 4 pCi/L (picocuries per liter).

FEMA Map



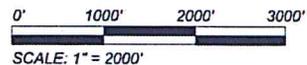
★ Target Property (TP)

- ZONE A
- ZONE AE
- ZONE AH
- ZONE A0
- ZONE AR
- ZONE V
- ZONE VE

- ZONE D
- ZONE X
- AREA NOT INCLUDED
- OPEN WATER
- NDA - DIGITAL DATA NOT AVAILABLE

**Phase I Environmental Site
Assessment
180 Redding Road
Campbell, California
95008**

Panel #: 06085C



[Click here to access Satellite view](#)

FEMA Report

FEMA - Federal Emergency Management Agency

The National Flood Hazard Layer (NFHL) data used in this report is derived from the Federal Emergency Management Agency. The NFHL dataset is a compilation of effective Flood Insurance Rate Map (FIRM) databases (a collection of the digital data that are used in GIS systems for creating new Flood Insurance Rate Maps) and Letters of Map Change (Letters of Map Amendment and Letters of Map Revision only) that create a seamless GIS data layer for United States and its territories. The NFHL is updated as new study or LOMC data becomes effective. Note: Currently, not all areas have modernized FIRM database data available. As a result, users may need to refer to the effective Flood Insurance Rate Map for effective flood hazard information. This data was provided by the Federal Emergency Management Agency's Map Service Center in November of 2013.

FEMA Flood Zone Definitions within Search Radius

A	Zone A
----------	--------

Areas subject to inundation by the 1-percent-annual-chance flood event. Because detailed hydraulic analyses have not been performed, no Base Flood Elevations (BFEs) or flood depths are shown.

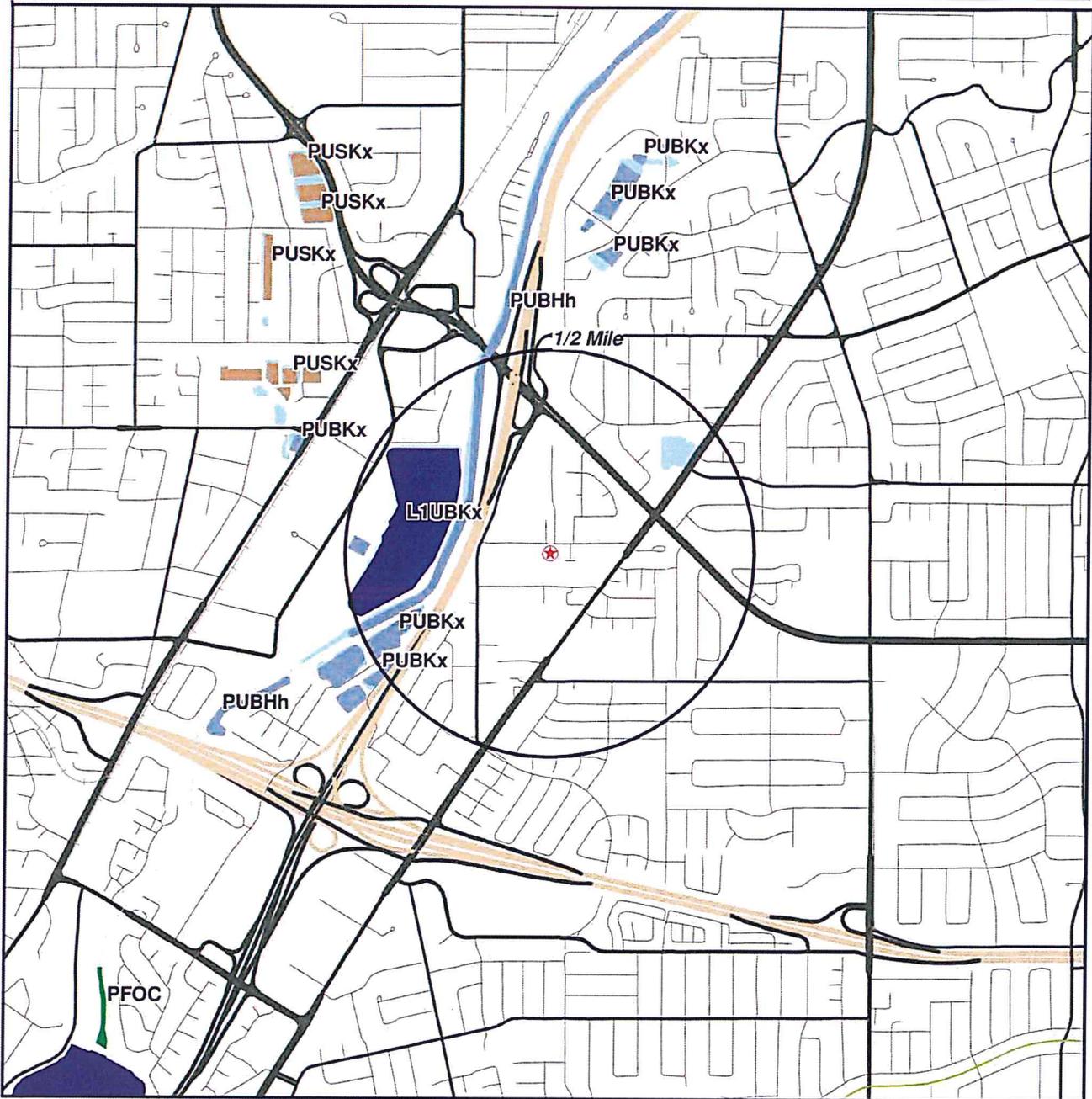
D	Zone D
----------	--------

Unstudied areas where flood hazards are undetermined, but flooding is possible.

X	Zone X
----------	--------

An area that is determined to be outside the 100 and 500 year floodplains.

NWI Map



★ Target Property (TP)

Phase I Environmental Site

Assessment

180 Redding Road
Campbell, California
95008

-  ESTUARINE AND MARINE DEEPWATER
-  ESTUARINE AND MARINE WETLAND
-  FRESHWATER EMERGENT WETLAND
-  FRESHWATER FORESTED/SHRUB WETLAND

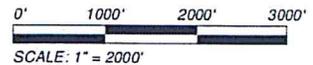
 LAKE

 OTHER

 RIVERINE

 FRESHWATER POND

 NDA - DIGITAL DATA NOT AVAILABLE



[Click here to access Satellite view](#)

GeoSearch www.geo-search.com 888-396-0042

NWI Report

NWI - National Wetlands Inventory

The US NWI digital data bundle is a set of records of wetlands location and classification as defined by the U.S. Fish & Wildlife Service. This dataset is one of a series available in 7.5 minute by 7.5 minute blocks containing ground planimetric coordinates of wetlands point, line, and area features and wetlands attributes. When completed, the series will provide coverage for all of the contiguous United States, Hawaii, Alaska, and U.S. protectorates in the Pacific and Caribbean. The digital data as well as the hardcopy maps that were used as the source for the digital data are produced and distributed by the U.S. Fish & Wildlife Service's National Wetlands Inventory project. Currently, this data is only available in select counties throughout the United States.

NWI Definitions within Search Radius

L1UBKx

SYSTEM: LACUSTRINE
SUBSYSTEM: LIMNETIC
CLASS: UNCONSOLIDATED BOTTOM
WATER REGIME: ARTIFICIALLY FLOODED
SPECIAL MODIFIER: EXCAVATED

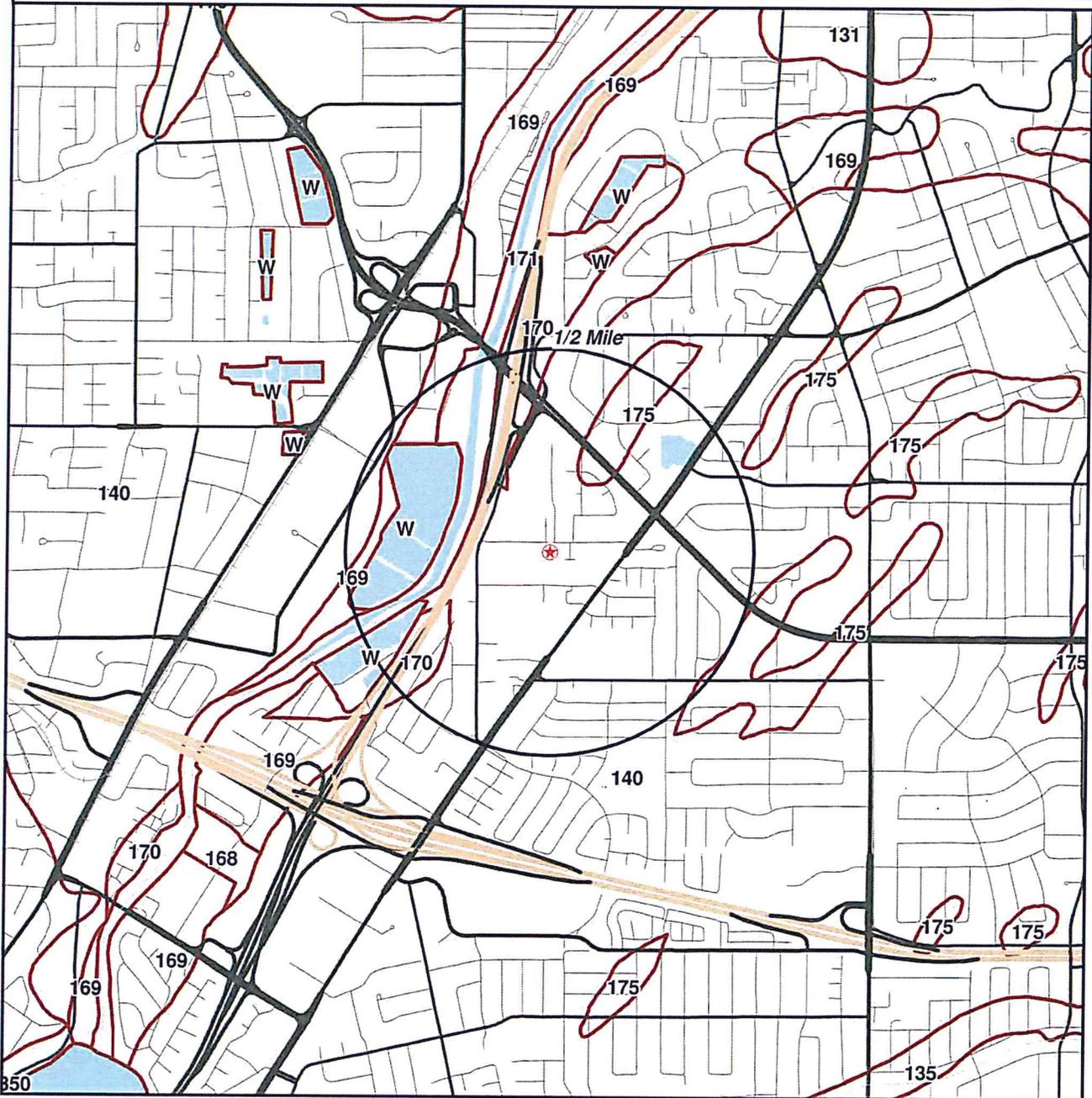
PUBHh

SYSTEM: PALUSTRINE
CLASS: UNCONSOLIDATED BOTTOM
SPECIAL MODIFIER: DIKED/IMPOUNDED

PUBKx

SYSTEM: PALUSTRINE
CLASS: UNCONSOLIDATED BOTTOM
SPECIAL MODIFIER: EXCAVATED

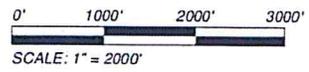
Soil Map



★ Target Property (TP)

-  SOIL BOUNDARY
-  NDA - DIGITAL DATA NOT AVAILABLE/NOT COMPLETE

**Phase I Environmental Site
Assessment
180 Redding Road
Campbell, California
95008**



[Click here to access Satellite view](#)

SOIL Report

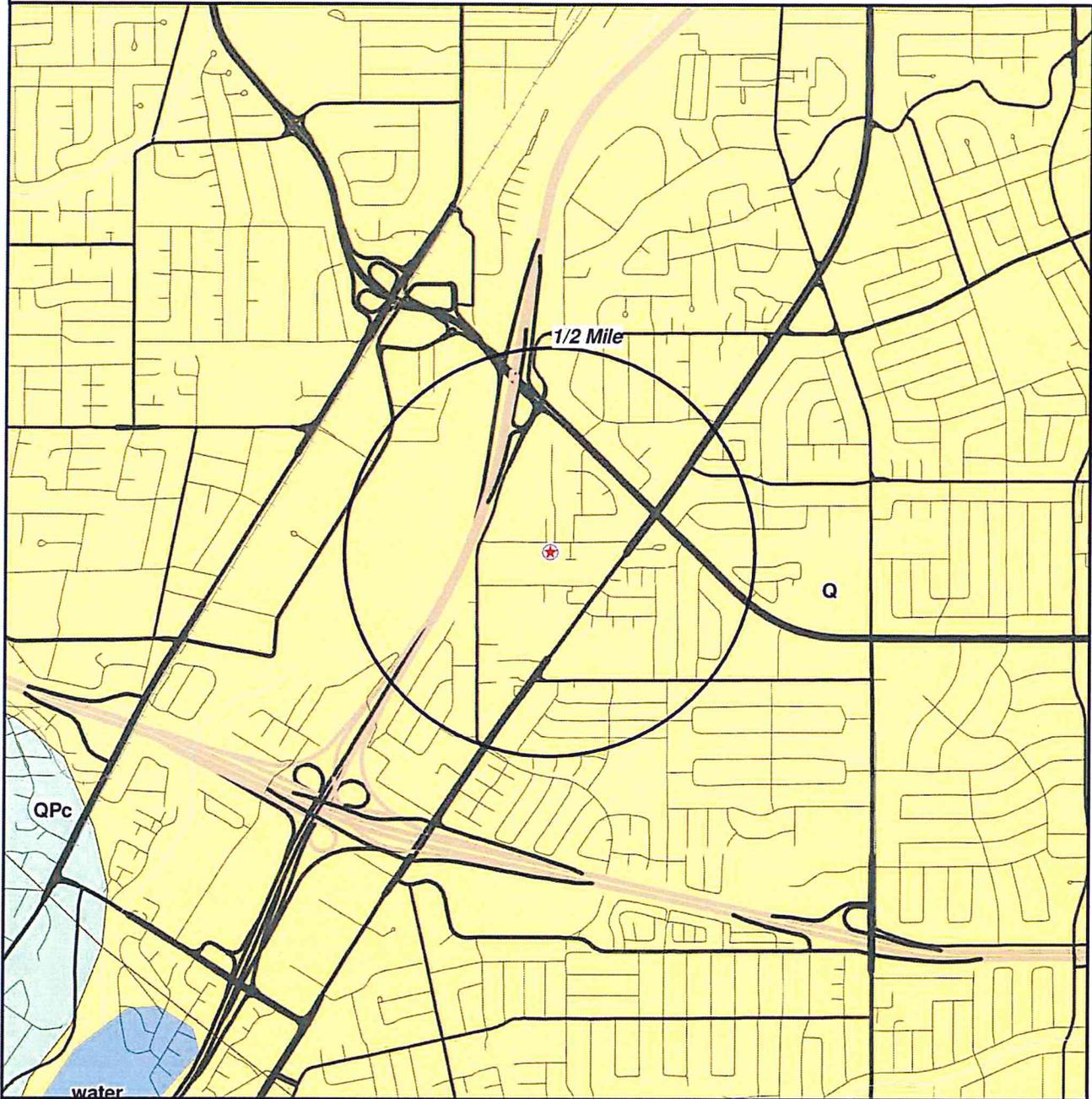
Soil Surveys

The soil data used in this report is obtained from the Natural Resources Conservation Service (NRCS). The NRCS is the primary federal agency that works with private landowners to help them conserve, maintain and improve their natural resources. The soil survey contains information that can be applied in managing farms and ranches; in selecting sites for roads, ponds, buildings and other structures; and in determining the suitability of tracts of land for farming, industry and recreation. This data is available in select counties throughout the United States.

SOIL Code Definitions within Search Radius

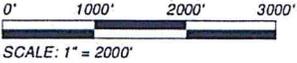
130	URBAN LAND-STILL COMPLEX, 0 TO 2 PERCENT SLOPES
140	URBAN LAND-FLASKAN COMPLEX, 0 TO 2 PERCENT SLOPES
169	URBANLAND-ELDER COMPLEX, 0 TO 2 PERCENT SLOPES, PROTECTED
170	URBANLAND-LANDELSPARK COMPLEX, 0 TO 2 PERCENT SLOPES
171	ELDER FINE SANDY LOAM, 0 TO 2 PERCENT SLOPES, RARELY FLOODED
175	URBANLAND-BOTELLA COMPLEX, 0 TO 2 PERCENT SLOPES
W	WATER

Geology Map



★ Target Property (TP)

**Phase I Environmental Site
Assessment
180 Redding Road
Campbell, California
95008**



[Click here to access Satellite view](#)

GeoSearch www.geo-search.com 888-396-0042

GEOLOGY Report

US GEOLOGY

THE GEOLOGY DATA USED IN THIS REPORT ORIGINATES FROM THE USGS. THE FIRST STAGE IN DEVELOPING STATE DATABASES FOR THE CONTERMINOUS UNITED STATES WAS TO ACQUIRE DIGITAL VERSIONS OF ALL EXISTING STATE GEOLOGIC MAPS. ALTHOUGH A SIGNIFICANT NUMBER OF DIGITAL STATE MAPS ALREADY EXISTED, A NUMBER OF STATES LACKED THEM. FOR THESE STATES NEW DIGITAL COMPILATIONS WERE PREPARED IN COOPERATION WITH STATE GEOLOGIC SURVEYS OR BY THE NSA (NATIONAL SURVEYS AND ANALYSIS) PROJECT. THESE NEW DIGITAL STATE GEOLOGIC MAPS AND DATABASES WERE CREATED BY DIGITIZING ALREADY EXISTING PRINTED MAPS, OR, IN A FEW CASES, BY MERGING EXISTING LARGER SCALE DIGITAL MAPS.

GEOLOGY Definitions within Search Radius

GEOLOGY SYMBOL: **Q**

UNIT NAME: **QUATERNARY ALLUVIUM AND MARINE DEPOSITS**

UNIT AGE: **PLIOCENE TO HOLOCENE**

UNIT DESCRIPTION:

ALLUVIUM, LAKE, PLAYA, AND TERRACE DEPOSITS; UNCONSOLIDATED AND SEMI-CONSOLIDATED. MOSTLY NONMARINE, BUT INCLUDES MARINE DEPOSITS NEAR THE COAST.

ADDITIONAL UNIT INFORMATION:

NOT REPORTED

ROCKTYPE/S: **ALLUVIUM; TERRACE; LAKE OR MARINE DEPOSIT (NON-GLACIAL)**

APPENDIX I

**WATER WELL
REPORT**



On time. On target. In touch.™

GeoPlus Water Well Report

Satellite view

Target Property:

***Phase I Environmental Site Assessment
180 Redding Road
Campbell, Santa Clara County, California 95008***

Prepared For:

IRC Environmental Consulting LLC

Order #: 60798

Job #: 131283

Project #: 3320

Date: 12/17/2015

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Target Property Summary

Target Property Information

Phase I Environmental Site Assessment
180 Redding Road
Campbell, California 95008

Coordinates

Point (-121.94569, 37.264762)

USGS Quadrangle

San Jose West, CA

Geographic Coverage Information

County/Parish: Santa Clara (CA)

ZipCode(s):

Campbell CA: 95008

San Jose CA: 95124

Radon

* Target property is located in Radon Zone 2.

Zone 2 areas have a predicted average indoor radon screening level between 2 and 4 pCi/L (picocuries per liter).

Database Radius Summary

FEDERAL LISTING

<i>Acronym</i>	<i>Search Radius (miles)</i>	<i>TP/AP (0 - 0.02)</i>	<i>1/8 Mile (> TP/AP)</i>	<i>1/4 Mile (> 1/8)</i>	<i>1/2 Mile (> 1/4)</i>	<i>1 Mile (> 1/2)</i>	<i>> 1 Mile</i>	<i>Total</i>
NWIS	0.5000	0	0	0	0	NS	NS	0
SUB-TOTAL		0	0	0	0	0	0	0

Database Radius Summary

STATE (CA) LISTING

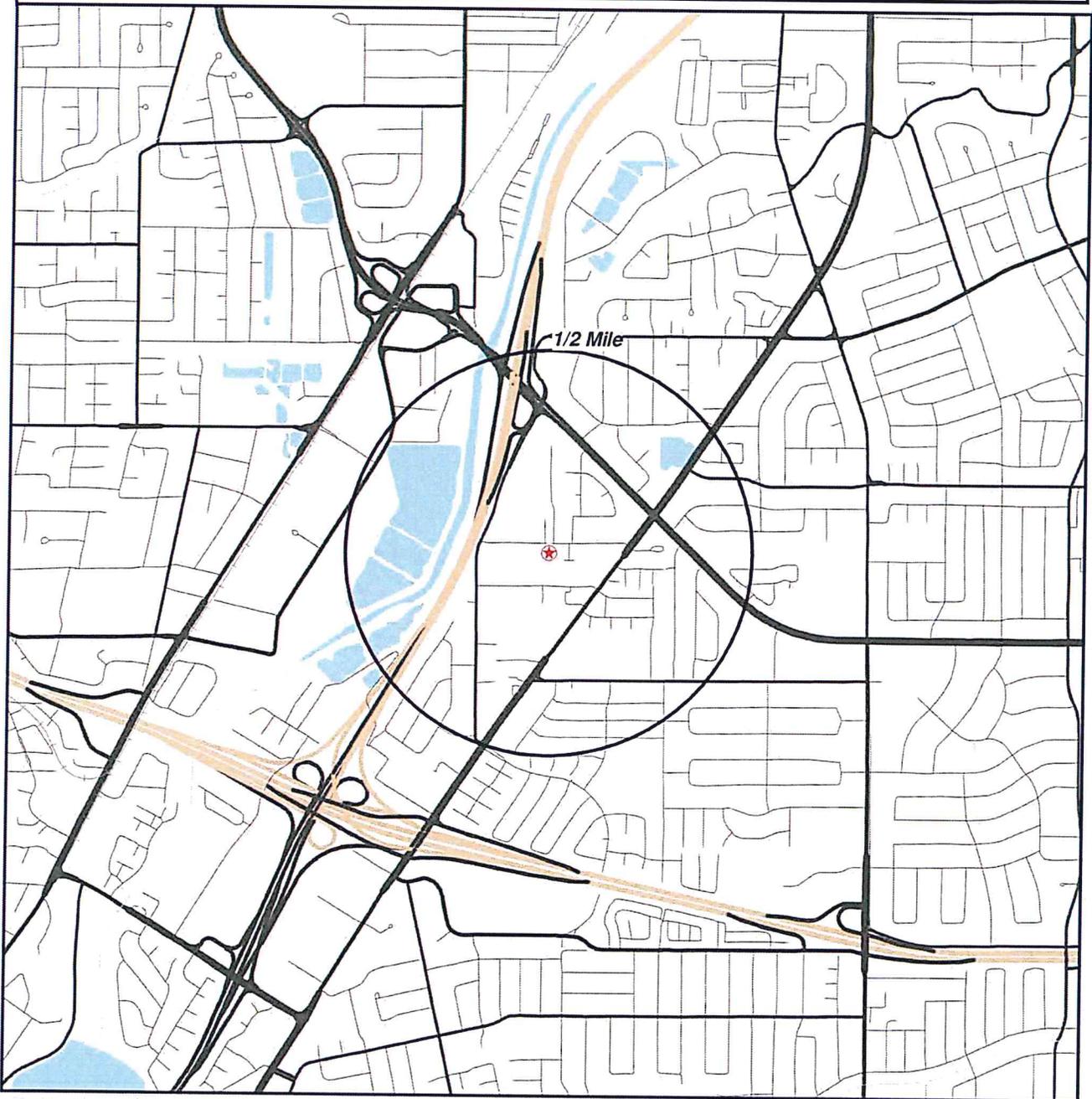
Acronym	Search Radius (miles)	TP/AP (0 - 0.02)	1/8 Mile (> TP/AP)	1/4 Mile (> 1/8)	1/2 Mile (> 1/4)	1 Mile (> 1/2)	> 1 Mile	Total
DWRWELLS	0.5000	0	0	0	0	NS	NS	0
SUB-TOTAL		0	0	0	0	0	0	0
TOTAL		0	0	0	0	0	0	0

NOTES:

NS = NOT SEARCHED

TP/AP = TARGET PROPERTY/ADJACENT PROPERTY

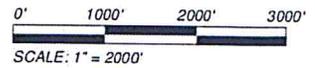
Waterwell Map



★ Target Property (TP)

**Phase I Environmental Site
Assessment
180 Redding Road
Campbell, California
95008**

CONTOUR LINES REPRESENTED IN FEET



[Click here to access Satellite view](#)

GeoSearch www.geo-search.com 888-396-0042

Located Sites Summary

Environmental Records Definitions - FEDERAL

NWIS

United States Geological Survey National Water Information System

VERSION DATE: 05/14/15

This USGS National Water Information System database only includes groundwater wells. The USGS defines this well type as: A hole or shaft constructed in the earth intended to be used to locate, sample, or develop groundwater, oil, gas, or some other subsurface material. The diameter of a well is typically much smaller than the depth. Wells are also used to artificially recharge groundwater or to pressurize oil and gas production zones. Additional information about specific kinds of wells should be recorded under the secondary site types or the Use of Site field. Underground waste-disposal wells should be classified as waste-injection wells.

Environmental Records Definitions - STATE (CA)

DWRWELLS

California Department of Water Resources Water Wells

VERSION DATE: 09/22/15

The California Department of Water Resources (DWR) maintains this database of water wells, including California Statewide Groundwater Elevation Monitoring (CASGEM) program wells and Voluntary wells. In Late 2009 the State Legislature amended the Water Code with SBx7-6, which mandates a statewide groundwater elevation monitoring program to track seasonal and long-term trends in groundwater elevations in California's groundwater basins. To achieve that goal, the amendment requires collaboration between local monitoring entities and DWR to collect groundwater elevation data. In accordance with this amendment to the Water Code, DWR developed the CASGEM program.

APPENDIX J

OIL & GAS REPORT

GeoPlus Oil & Gas Report

Satellite view

Target Property:

**Phase I Environmental Site Assessment
180 Redding Road
Campbell, Santa Clara County, California 95008**

Prepared For:

IRC Environmental Consulting LLC

Order #: 60798

Job #: 131284

Project #: 3320

Date: 12/17/2015

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Target Property Summary

Target Property Information

*Phase I Environmental Site Assessment
180 Redding Road
Campbell, California 95008*

Coordinates

Point (-121.94569, 37.264762)

USGS Quadrangle

San Jose West, CA

Geographic Coverage Information

County/Parish: Santa Clara (CA)

ZipCode(s):

Campbell CA: 95008

San Jose CA: 95124

Radon

* Target property is located in Radon Zone 2.

Zone 2 areas have a predicted average indoor radon screening level between 2 and 4 pCi/L (picocuries per liter).

Database Radius Summary

STATE (CA) LISTING

Acronym	Search Radius (miles)	TP/AP (0 - 0.02)	1/8 Mile (> TP/AP)	1/4 Mile (> 1/8)	1/2 Mile (> 1/4)	1 Mile (> 1/2)	> 1 Mile	Total
OG	0.5000	0	0	0	0	NS	NS	0
SUB-TOTAL		0	0	0	0	0	0	0

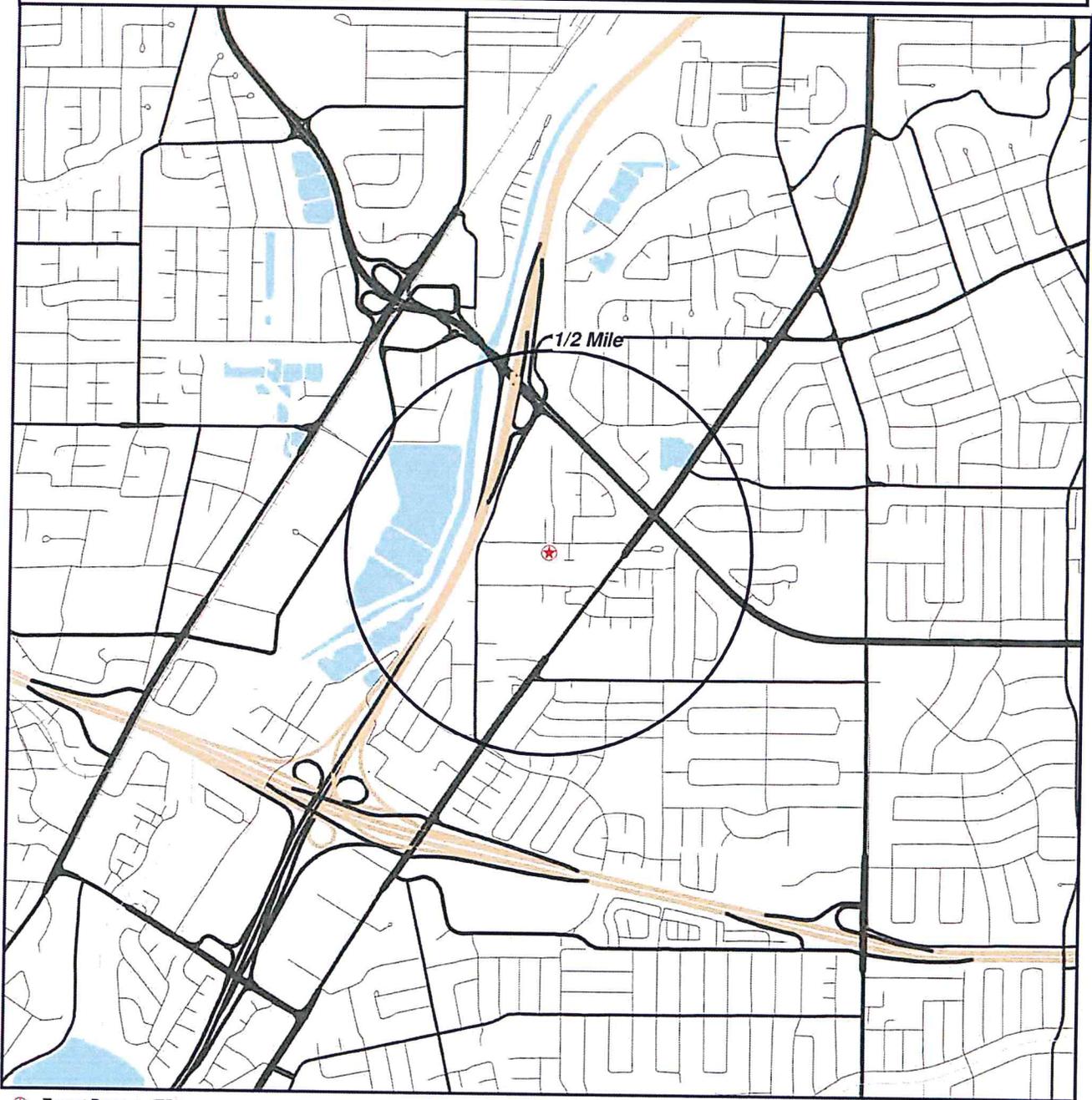
TOTAL		0	0	0	0	0	0	0
--------------	--	---	---	---	---	---	---	---

NOTES:

NS = NOT SEARCHED

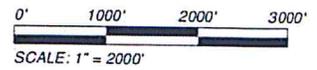
TP/AP = TARGET PROPERTY/ADJACENT PROPERTY

OIL & GAS MAP



- ★ Target Property (TP)
- Well Location

**Phase I Environmental Site
Assessment
180 Redding Road
Campbell, California
95008**



[Click here to access Satellite view](#)

GeoSearch www.geo-search.com 888-396-0042

Located Sites Summary

Environmental Records Definitions - STATE (CA)

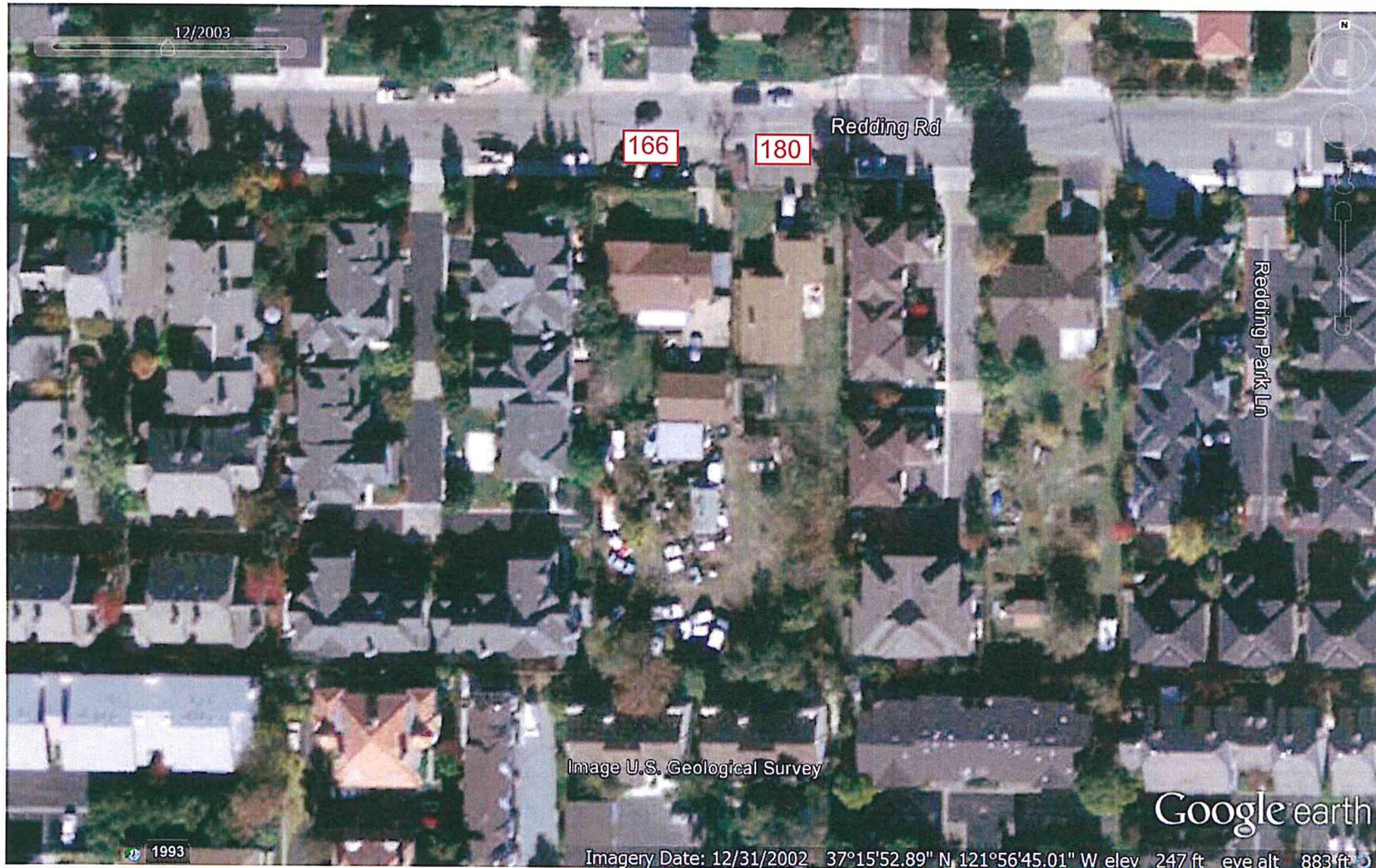
OG Oil and Gas

VERSION DATE: 07/23/15

This oil, gas, and geothermal well information database is maintained by the California Department of Conservation's Division of Oil, Gas, and Geothermal Resources. The database information may change without notice. The Department of Conservation makes no warranties, whether expressed or implied, as to the suitability of the product for any particular purpose. Any use of this information is at the user's own risk.

APPENDIX K

GOOGLE EARTH IMAGES, 2002 - 2015



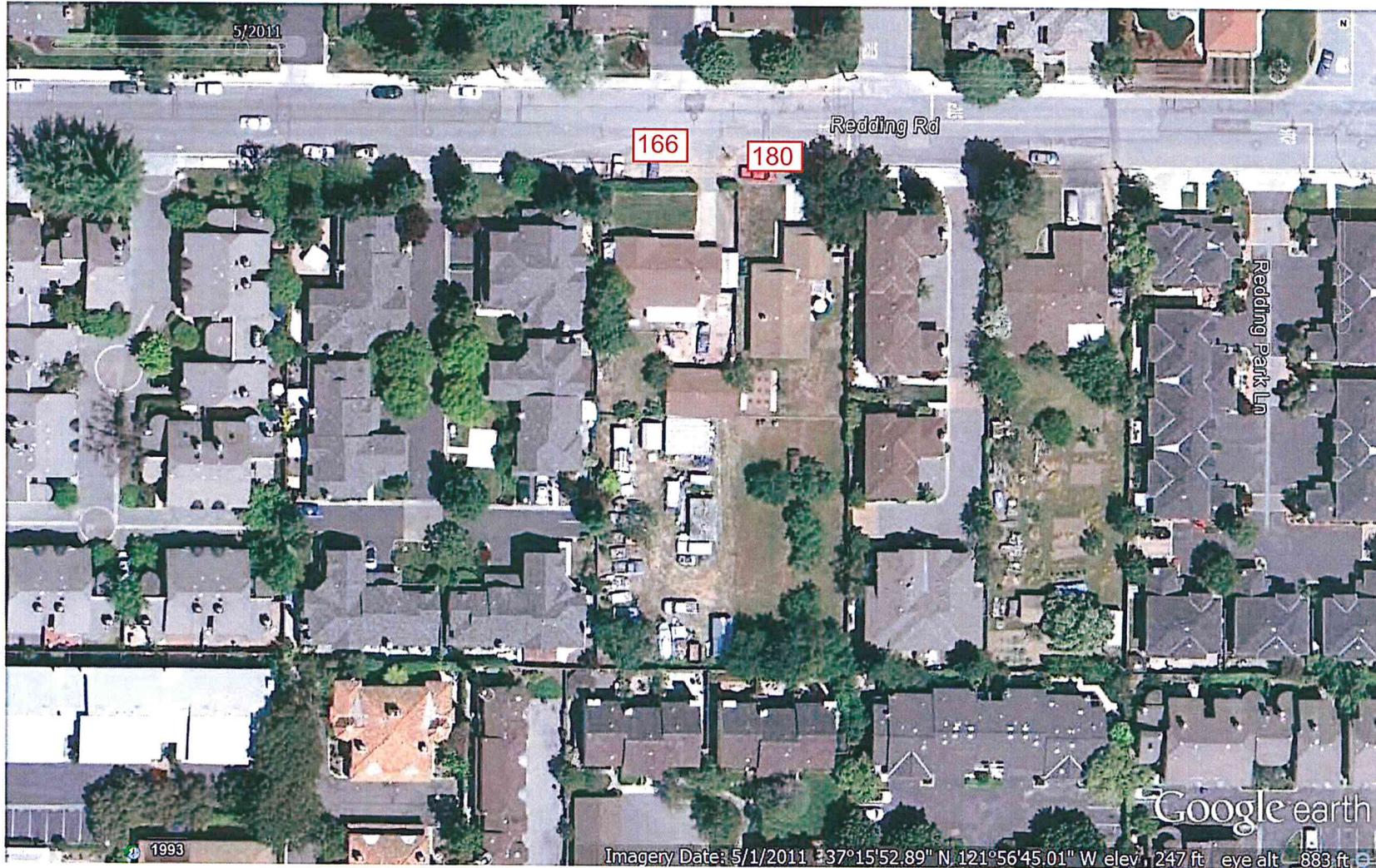
**Google Earth Image, Subject Property (180 Redding Road),
Adjoining Property (166 Redding Road), 2002**



**Google Earth Image, Subject Property (180 Redding Road),
Adjoining Property (166 Redding Road), 2007**



**Google Earth Image, Subject Property (180 Redding Road),
Adjoining Property (166 Redding Road), 2009**



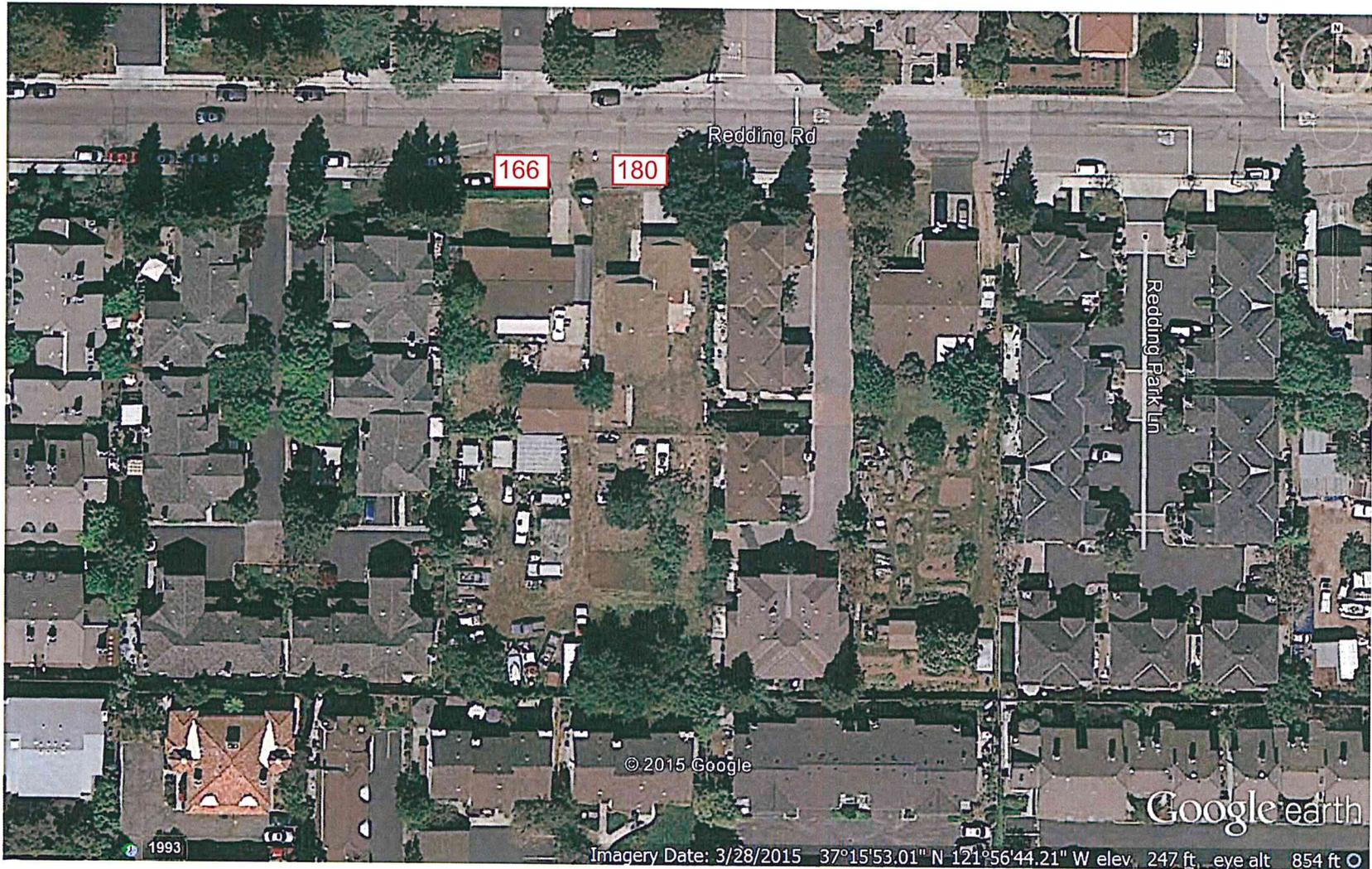
**Google Earth Image, Subject Property (180 Redding Road),
Adjoining Property (166 Redding Road), 2011**



**Google Earth Image, Subject Property (180 Redding Road),
Adjoining Property (166 Redding Road), 2012**



**Google Earth Image, Subject Property (180 Redding Road),
Adjoining Property (166 Redding Road), 2014**



**Google Earth Image, Subject Property (180 Redding Road),
Adjoining Property (166 Redding Road), 2015**

APPENDIX L
CITY OF CAMPBELL
DATA

Campbell Building Permits Online

ADJOINING
PROPERTY, 166
REDDING RD,
4 PAGES

[Home](#)

[Status](#)

[Parcel](#)

[Help](#)

Cases Matching Your Search

[Back to Search](#)

Below is a list of cases matching your search criteria. Up to 25 cases are displayed per page. To open a case, click the case number.

Total cases: 3 Displayed cases: 3 Page: 1 of 1 [Prev](#) [Next](#)

Case Number	Description
BLD2000-00737	ABANDON (E) SEPTIC SYSTEM-INSTALL NEW SEWER LINE. WW33183
COD2000-00087	Referral from County Fire. Junk in the back yard, County Fire will address the combustible vegetation part of the complaint.
ENC2000-00103	INSTALLATION OF 4" BUILDING SEWER.

[Back to Search](#)

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- Click on command name (links) to run commands, or press Tab to move from command to command, and then press Enter to run a command.
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Version: 3.5.3.20051221.03

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To comment on this page, send email to econnect@cityofcampbell.com

Campbell Building Permits Online

[Home](#)[Status](#)[Parcel](#)[Help](#)

View Case Status

The information below summarizes the case you selected.

Case Number: BLD2000-00737 Status: EXP

Name:	ROGERS ALVIS R
Application Date:	7/6/2000
Address:	166 REDDING RD

Activities

Type	Requested	Scheduled	Completed	Disp (done by)	
Application Received	7/6/2000				
Fee Payment Form			7/6/2000	DONE	DB
(F) Issue Building Permit	7/6/2000			DONE	DB
Building/Sewer test	7/18/2000	7/18/2000	7/18/2000	DONE	JH
Building Drain	11/6/2000	11/6/2000		FAIL	SB
Building Drain	12/11/2000	12/11/2000		PRTL	JH
PERMIT EXPIRED			12/11/2000	EXPI	BB

Fees

Item	Fee Amount	Fee Remaining
Plumbing Permit Fee	58.00	0.00
Microfiche fee	2.00	0.00

Conditions

Title	Id	Tag	Status
-------	----	-----	--------

What would you like to do next?

View Case Status

The information below summarizes the case you selected.

Case Number: COD2000-00087 Status: FIN

Name:	ROGERS ALVIS R
Application Date:	10/18/2000
Address:	166 REDDING RD

Activities

Type	Requested	Scheduled	Completed	Disp (done by)
Received Application			10/18/2000	BM
Received Complaint			10/18/2000	BM
Case Update			3/1/2002	
Case Update			12/13/2004	
Inspection			1/17/2006	SP
Follow Up Investigation			2/16/2007	SMG
Case Resolved			6/18/2008	SMG

Fees

Item	Fee Amount	Fee Remaining
------	------------	---------------

Conditions

Title	Id	Tag	Status
-------	----	-----	--------

View Case Status

The information below summarizes the case you selected.

Case Number: ENC2000-00103 Status: ARC

Name:	WWSD
Application Date:	7/11/2000
Address:	166 REDDING RD

Activities

Type	Requested	Scheduled	Completed	Disp (done by)	
Receive Permit Application			7/11/2000	REC	MP
Permit Issued			7/11/2000	ISS	MQ
Close File & Archive Permit			7/11/2000	ARC	JD

Fees

Item	Fee Amount	Fee Remaining
Encroachment Application Fee	236.25	0.00
Utility Min/PI Ck&Insp Fees	126.00	0.00

Conditions

Title	Id	Tag	Status
-------	----	-----	--------

What would you like to do next?

Campbell Building Permits Online

SUBJECT
PROPERTY, 180
REDDING RD
1 PAGE

[Home](#)

[Status](#)

[Parcel](#)

[Help](#)

Cases Matching Your Search

[Back to Search](#)

Below is a list of cases matching your search criteria. Up to 25 cases are displayed per page. To open a case, click the case number.

Total cases: 6 Displayed cases: 6 Page: 1 of 1 [Prev](#) [Next](#)

Case Number	Description
PLN2015-00305	Zone Change RM to PD
PLN2015-00306	Tentative Tract Map five lot (townhouse) and 6th common lot for driveway
PLN2015-00307	Planned Development Permit for five townhome development (two two unit blocks, and one stand alone).
PLN2015-00308	CEQA (Initial Study) Review
PLN2015-00310	Tree Removal Permit in association with PLN2015-307 .
PRE2015-00008	Pre-App (Tier 1) for a 5-unit townhome project.

[Back to Search](#)

[Help](#)

[Top of Page](#)

- Click on command name (links) to run commands, or press Tab to move from command to command, and then press Enter to run a command.
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Version: 3.5.3.20051221.03

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From: Charlotte Andreen [mailto:charlottea@cityofcampbell.com]
Sent: Wednesday, January 13, 2016 2:43 PM
To: Benjamin Berman
Subject: RE: Phase I Environmental Site Assessment (ESA),
Subject Property: 180 Redding Road; Adjoining Property: 166
Redding Road

Hello Ben-

I've attached the one code enforcement case I located in City records.
It was closed in 2008, though the last inspection occurred in 2007.

Let me know if I can be of further assistance!

Regards-



Charlotte Andreen | Code Enforcement Officer
408.866.2760 | charlottea@cityofcampbell.com



CAMPBELL A SUPER COMMUNITY

Nextdoor

Name: **ROGERS ALVIS R** Updated: **6/9/2006** SP

Address: **166 REDDING RD**

Description: Master # **COD2000-00087** Project:

Referral from County Fire. Junk in the back yard, County Fire will address the combust

Complaint Type:

HOUSE

Ordinance or Code:

Uniform Housing Code

Responsible Department / Division:

Code Enforcement

Action Required:

COMPLIANCE INSPECTION- 2007

Received: **10/18/2000**

Target:

Closed: **6/18/2008**

Priority:

Medium

Activity for COD2000-00087

Description	Init	Date3	Done	Notes	Created Date
Received Application	A	10/18/2000	BM		10/18/2000
Received Complaint	A	10/18/2000	BM		10/18/2000
Case Update	A	3/1/2002		Site investigation required.	03/01/2002
Case Update	A	12/13/2004		SITE INVESTIGATION- SEE CASE NOTES	12/13/2004
Inspection	S	1/17/2006		SP SUBSTANTIAL IMPROVEMENT- RECHECK IN 1 YEAR	06/09/2006
Follow Up Investigation	B	2/16/2007		SMG Insp. done at request of p.o., sufficient compliance, case can be closed.	06/18/2008
Case Resolved	A	6/18/2008		SMG Property was inspected in 2/07, and was found to have sufficient compliance; it should have already been closed.	06/18/2008



City of Campbell

Building Inspection Division
Phone: (408) 866-2760 Fax: (408) 866-8381

70 North First Street
Campbell, CA 95008

CODE ENFORCEMENT COMPLAINT FORM

DATE: 01-14-2016

Address of violation: 166 Redding Road

Cross Street: Hoffman Lane

Name of business/property owner (if known) _____

Nature of violation(s) or concerns: Performing a Phase I Environmental Site Assessment
(ESA) on the adjoining property (180 Redding), aerial photos indicated long-term storage of
vehicles at back of 166 Redding, concern is leaks from vehicles may adversely impact the
180 Redding property. This is a follow-up to previous phone and email communications
with city personnel during January 2016 as part of the Phase I ESA for 180 Redding.

Note: All complaints must have complaining party information. All information is confidential.

Name of complaining party: IRC Environmental (Ben Berman) on behalf of current property owner of 180 Redding

Home address: (office address) 430 South 4th Street, San Jose, CA 95112

Daytime phone: (408) 313 - 9376 Cell or work phone: (408) 313 - 9376

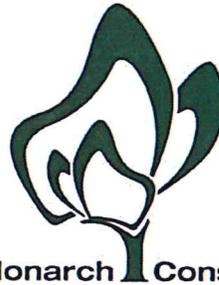
Email address: ircenvironmental@gmail.com

EXHIBIT 3

TREE INVENTORY AND ASSESSMENT

January 18, 2016

Mike Paydar
12385 Parker Ranch Road
Saratoga, CA 95070



Monarch Consulting Arborists LLC
P.O. Box 1010
Felton, CA 95018
831.331.8982

Regarding the trees located on 180 Redding Road in Campbell, CA 95008.

Assignment and Limits

I was asked to provide an inventory of the trees located on the site. The inventory includes the tree species and common name along with the trunk diameters measured at four feet above grade. Also included in the inventory are the approximate heights, crown radius, locations on the property, condition (health and structure combined), and their suitability for preservation (Appendix A and B). No construction or development impact ratings, or tree protection measures are included. No plans were provided for this assignment. The inventory is limited to the conditions during my visit on January 15, 2016.

Purpose and Use

The report is intended to identify all the trees within the lot boundaries and those on neighboring sites that overhang the property. The report is to be used by the property owner, their agents, and the City of Campbell as a reference for existing tree sizes, species, and locations.

Observations

The lot contains fifteen trees with four coast live oaks (*Quercus agrifolia*) “Protected” by the City of Campbell municipal ordinance 21.32.050. The City of Campbell protects all trees with trunk diameters greater than twelve inches at four feet above grade. Most trees on the property are remnant fruit or nut trees and volunteers, including a stand of very small (less than four inch diameter) privets (*Ligustrum lucidum*) growing near the back fence. One of the four protected trees is a coast live oak (#1) in front of the site along Redding Road that is growing on the neighboring property (Appendix C). This coast live oak has some oozing on the trunk, signs of sycamore borer, and codominant stems. Another coast live oak (#14) is centrally located on the lot. The remaining two protected coast live oaks (#10 and #11) are near the back fence.



Discussion

Condition Rating

A tree's condition is a determination of its overall health and structure based on five aspects: Roots, trunk, scaffold branches, twigs, and foliage. The assessment considered both the health and structure of the trees for a combined condition rating.

- Exceptional = Good health and structure with significant size, location or quality.
- Good = No apparent problems, good structure and health, good longevity for the site.
- Fair = Minor problems, at least one structural defect or health concern, problems can be mitigated through cultural practices such as pruning or a plant health care program.
- Poor = Major problems with multiple structural defects or declining health, not a good candidate for retention.
- Dead/Unstable = Extreme problems, irreversible decline, failing structure, or dead.

Seven trees are in fair condition and eight are in poor shape. Three of the protected coast live oaks are in fair condition including number 1 in front of the site. Most of the almonds and walnuts are in poor condition. Protected coast live oak number 14, centrally located on the property, is the only protected tree on poor condition with sycamore borers on the lower trunk and the tree is growing codominantly with an almond originating in the same location.

Suitability for Preservation

A tree's suitability for preservation is determined based on its health, structure, age, species characteristics, and longevity using a scale of good, fair, or poor. The following list defines the rating scale (Tree Care Industry Association, 2012):

- Good = Trees with good health, structural stability and longevity.
- Fair = Trees with fair health and/or structural defects that may be mitigated through treatment. These trees require more intense management and monitoring, and may have shorter life spans than those in the good category.
- Poor = Trees in poor health with significant structural defects that cannot be mitigated and will continue to decline regardless of treatment. The species or individual may possess characteristics that are incompatible or undesirable in landscape settings or unsuited for the intended use of the site.

Five trees have fair suitability for preservation including protected coast live oaks 1, 10, and 11. Protected coast live oak 14 has poor suitability for preservation. All the volunteer invasive privets are poorly suited along with all the nut trees with the exception of almond number 2.



Conclusion

The lot contains fifteen trees with four coast live oaks “Protected” by the City of Campbell municipal ordinance 21.32.050. Seven trees are in fair condition and eight are in poor shape. Three of the protected coast live oaks are in fair condition including number 1 in front of the site. Coast live oak number 14 is the only protected tree on poor condition. Five trees have fair suitability for preservation including protected coast live oaks 1, 10, and 11. Protected coast live oak 14 has poor suitability for preservation.

Appendix A: Tree Inventory Map



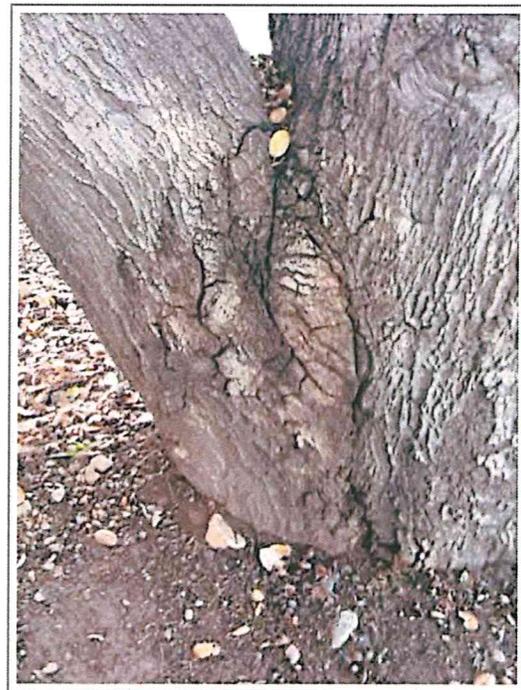
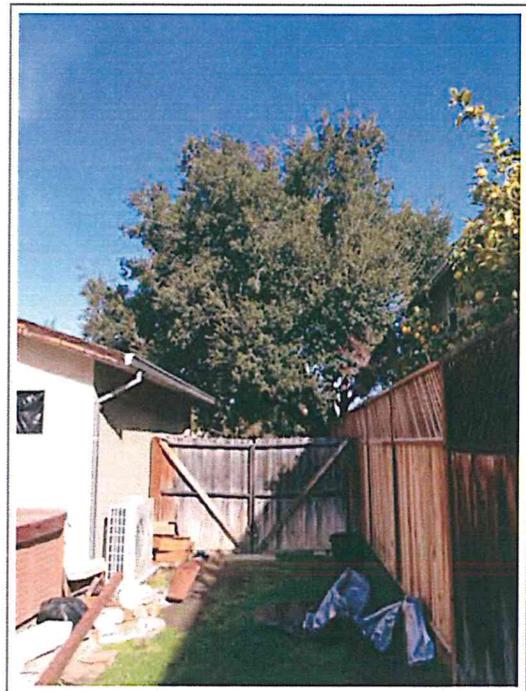
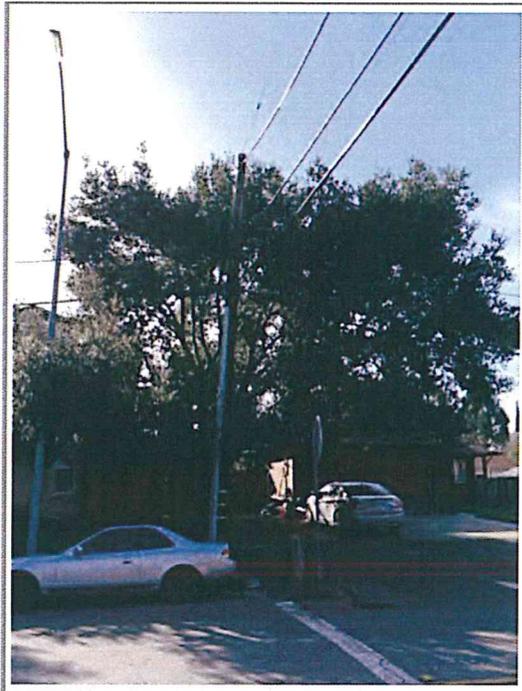
Appendix B: Tree Inventory, Assessment, Disposition

Table 1: Tree Inventory, Assessment, and Disposition

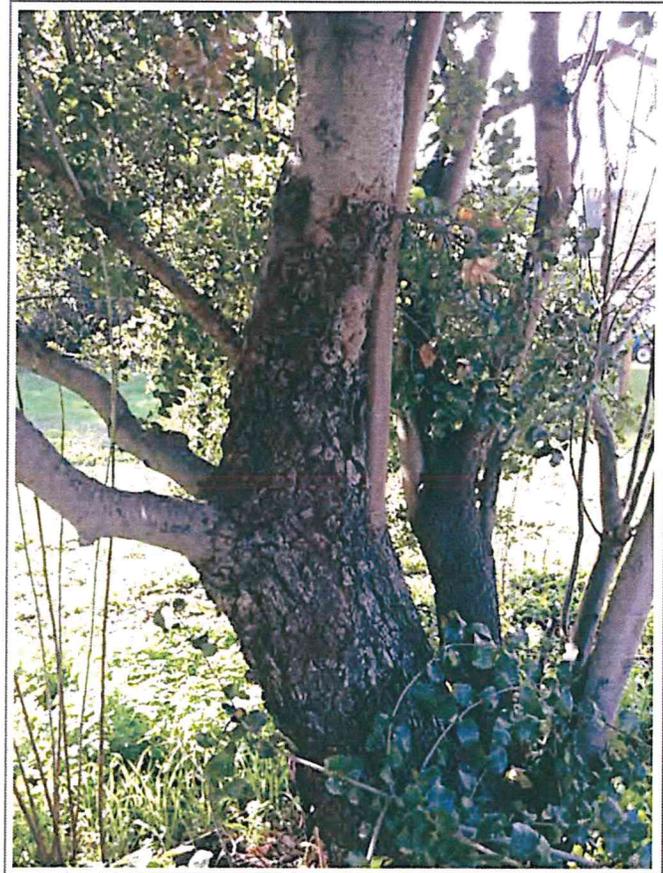
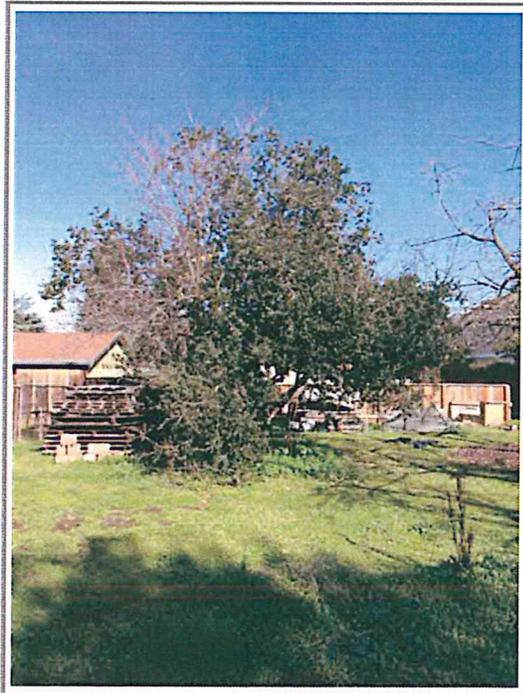
Tree Species	Number	Trunk Diameter	~ Height	~ Crown Diameter	Condition	Suitability	Protected or Not
Coast live oak (<i>Quercus agrifolia</i>)	1	17.5 and 22 inches	35	60	Fair	Fair	Protected
Almond (<i>Prunus dulcis</i>)	2	8	20	25	Fair	Fair	No
Walnut (<i>Juglans regia</i>)	3	7, 7, 7	20	20	Poor	Poor	No
Walnut (<i>Juglans regia</i>)	4	7, 7	20	20	Poor	Poor	No
Almond (<i>Prunus dulcis</i>)	5	7, 4	20	10	Poor	Poor	No
Walnut (<i>Juglans regia</i>)	6	8, 7	20	20	Poor	Poor	No
Almond (<i>Prunus dulcis</i>)	7	7	20	15	Poor	Poor	No
Almond (<i>Prunus dulcis</i>)	8	7, 6, 7	25	15	Poor	Poor	No
Coast live oak (<i>Quercus agrifolia</i>)	9	10	25	20	Fair	Poor	No
Coast live oak (<i>Quercus agrifolia</i>)	10	18	35	20	Fair	Fair	Protected
Coast live oak (<i>Quercus agrifolia</i>)	11	15	30	20	Fair	Fair	Protected
Coast live oak (<i>Quercus agrifolia</i>)	12	8	30	15	Fair	Fair	No
Privet (<i>Ligustrum lucidum</i>)	13	~4-6	30	8	Fair	Poor	No
Coast live oak (<i>Quercus agrifolia</i>)	14	14	25	20	Poor	Poor	Protected
Almond (<i>Prunus dulcis</i>)	15	8	25	20	Poor	Poor	No



Appendix C: Photos
Coast live oak number 1



Coast live oak number 14



Coast live oak numbers 10 and 11



Qualifications, Assumptions, and Limiting Conditions

Any legal description provided to the consultant is assumed to be correct. Any titles or ownership of properties are assumed to be good and marketable. All property is appraised or evaluated as though free and clear, under responsible ownership and competent management.

All property is presumed to be in conformance with applicable codes, ordinances, statutes, or other regulations.

Care has been taken to obtain information from reliable sources. However, the consultant cannot be responsible for the accuracy of information provided by others.

The consultant shall not be required to give testimony or attend meetings, hearings, conferences, mediations, arbitration, or trials by reason of this report unless subsequent contractual arrangements are made, including payment of an additional fee for such services.

This report and any appraisal value expressed herein represent the opinion of the consultant, and the consultant's fee is not contingent upon the reporting of a specified appraisal value, a stipulated result, or the occurrence of a subsequent event.

Sketches, drawings, and photographs in this report are intended for use as visual aids, are not necessarily to scale, and should not be construed as engineering or architectural reports or surveys. The reproduction of information generated by architects, engineers, or other consultants on any sketches, drawings, or photographs is only for coordination and ease of reference. Inclusion of said information with any drawings or other documents does not constitute a representation as to the sufficiency or accuracy of said information.

Unless otherwise expressed: a) this report covers only examined items and their condition at the time of inspection; and b) the inspection is limited to visual examination of accessible items without dissection, excavation, probing, or coring. There is no warranty or guarantee, expressed or implied, that structural problems or deficiencies of plants or property may not arise in the future.



Certification of Performance

I Richard Gessner, Certify:

That I have personally inspected the tree(s) and/or the property referred to in this report, and have stated my findings accurately. The extent of the evaluation and/or appraisal is stated in the attached report and Terms of Assignment;

That I have no current or prospective interest in the vegetation or the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved;

That the analysis, opinions and conclusions stated herein are my own;

That my analysis, opinions, and conclusions were developed and this report has been prepared according to commonly accepted Arboricultural practices;

That no one provided significant professional assistance to the consultant, except as indicated within the report.

That my compensation is not contingent upon the reporting of a predetermined conclusion that favors the cause of the client or any other party, nor upon the results of the assessment, the attainment of stipulated results, or the occurrence of any other subsequent events;

I further certify that I am a Registered Consulting Arborist® with the American Society of Consulting Arborists, and that I acknowledge, accept and adhere to the ASCA Standards of Professional Practice. I am an International Society of Arboriculture Board Certified Master Arborist®. I have been involved with the practice of Arboriculture and the care and study of trees since 1998.

Richard J. Gessner



ASCA Registered Consulting Arborist® #496
ISA Board Certified Master Arborist® WE-4341B
ISA Tree Risk Assessor Qualified

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EXHIBIT 4

WILL SERVE LETTERS



March 17, 2016

Mike Paydar
Access Development Group
12385 Parker Ranch Road
Saratoga, CA 95070
mike_paydar@yahoo.com

Re: 180 Redding Road, Campbell – Will Serve Letter

Dear Mr. Paydar:

This letter will serve as the West Valley Sanitation District's (District) "WILL SERVE" for the proposed six lot subdivision for five townhomes at 180 Redding Road in the City of Campbell.

Pursuant to District Ordinance Code Section 10.130, the owner is required to pay all applicable fees prior to the recordation of the Final Map. The District will provide clearance for recordation of the Final Map after the fees are paid.

Please contact me at (408)385-3030 if you have any further questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alan Kam'.

Alan Kam
Senior Civil Engineer



**Pacific Gas and
Electric Company**TM

WE DELIVER ENERGY.SM

March 15, 2016

Mike Paydar
12385 Parker Ranch Road
Saratoga, CA 95070

RE: 180 Redding Rd, Campbell, CA 95008
Order Number: 111435249

To whom it may concern,

Pacific Gas and Electric Company can provide gas and electric services to the above project in accordance with our tariffs on file with the California Public Utilities Commission.

Our ability to provide service is pending the submission of final plans, loads and payment of fees, if applicable.

If you have any questions, please contact me at (408) 725-7732.

Sincerely,


Electric Estimator
10900 N. Blaney Avenue
Cupertino, CA 95014



1265 S. Bascom Ave.
San Jose, CA 95128-3514

Writer's Direct Line: (408) 279-7887
Email: denise.pelletier@sjwater.com

March 18, 2016

City of Campbell
Department of Public Works
70 North First Street
Campbell, CA 95008

REFERENCE: 180 Redding Road, Campbell
Proposed Six Lot Subdivision
APN: 414-48-055

To Whom It May Concern:

This letter is being written at the request of Access Development Group, Inc..

Please be informed that the site of the above-referenced property is within the jurisdiction of San Jose Water Company. We will serve further development of the property in accordance with our rules and regulations in effect and on file with the California Public Utilities Commission.

Sincerely,

A handwritten signature in black ink, appearing to read 'Denise M. Pelletier', written in a cursive style.

Denise M. Pelletier
Water Services Representative

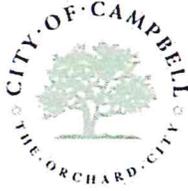
DP:bct
180ReddingRdWS.doc

Emailed and mailed to: Mike Paydar, Access Development Group, Inc.

1866

150 Years of Service to the Community

2016



CITY OF CAMPBELL
Community Development Department

DRAFT
MITIGATED NEGATIVE DECLARATION

The Community Development Director has reviewed the proposed project described below to determine whether it could have a significant effect on the environment as a result of the project completion. "Significant effect on the environment" means a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance.

Project Title: 180 Redding Road, Campbell CA 95008

File Number(s): Planned Development Permit (PLN2015-305) | Tentative Subdivision Map (PLN2015-306) | Zoning Map Amendment (PLN2015-307) | CEQA Review (PLN2015-308) | Tree Removal Permit (PLN2015-310) | Parking Modification Permit (PLN2016-068)

Project Address: 180 Redding Road, Campbell CA 95008

Project Sponsor: Mike Paydar
299 Redding Road, Campbell, CA 95008

Existing Zoning: R-M (Multiple-Family Residential)
Proposed Zoning: P-D (Planned Development)

General Plan *Low-Medium Density Residential (6-13 units/gr. acre)*

Lead Agency: City of Campbell, Community Development Department
70 N. First Street, Campbell, CA 95008

Contact Person: Stephen Rose, Associate Planner
(408) 866-2142 | stephenr@cityofcampbell.com

Date Posted: March 23, 2016

Other public agencies whose approval is required: None

Surrounding Land Uses / General Plan / Zoning:

North: Single-Family Residential / Low-Medium Den. Res. / P-D (Planned Development)

South: Single-Family Residential / Low-Medium Den. Res. / P-D (Planned Development)

East: Single-Family Residential / Low-Medium Den. Res. / P-D (Planned Development)

West: Single-Family Residential / Low-Medium Den. Res. / R-M (Residential Multifamily)

Project Description: The project is an application for a Tentative Subdivision Map to allow subdivision of the project site into five single-family residential parcels, ranging from approximately 1,197 to 2,136 square feet in area. The project also includes a common lot consisting of a single private street and driveway for the subdivision, which takes access the south side of Redding Road. Required land use entitlements for the project include a Planned Development Permit (PLN2015-305) for the approval of site configuration, architectural design and to create lots which do not have frontage on a public street, Tentative Subdivision Map (PLN2015-0306) to create five single family lots and one commonly owned lot, Zoning Map Amendment (PLN2015-0307) to change the zoning from R-M (Multiple-Family Residential) to P-D (Planned Development), Parking Modification Permit (PLN2016-68) (to allow uncovered parking in lieu of covered, and potentially a reduced number of parking spaces) and Tree Removal Permit (PLN2015-310) to allow removal of "protected trees".

Finding: The Community Development Director finds that the project described above will not have a significant effect on the environment in that the attached Initial Study identifies one or more potentially significant effects on the environment for which the project proponent, before public release of this draft Mitigated Negative Declaration, has made or agrees to make project revisions that clearly mitigate the effects to a less than significant level.

Mitigation Measures Included in the Project to Reduce Potentially Significant Environmental Effects to a Less Than Significant Level:

Mitigation Measure AIR-1: The project applicant shall ensure that construction plans include the BAAQMD Best Management Practices for fugitive dust control. The following will be required for all construction activities within the project area. These measures will reduce fugitive dust emissions primarily during soil movement, grading and demolition activities, but also during vehicle and equipment movement on unpaved project sites:

- a. Use dust-proof chutes for loading construction debris onto trucks.
- b. Water or cover stockpiles of debris, soil, and other materials that can be blown by the wind.
- c. Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two feet of freeboard.
- d. Sweep daily (with water sweepers) all paved access roads, parking areas, and staging areas at the construction site.
- e. Sweep streets daily (with water sweepers) if visible soil material is carried onto adjacent public streets, as directed by the City Engineer.
- f. Enclose, cover, water twice daily or, or apply (non-toxic) soil stabilizers to exposed stockpiles (dirt, sand, etc.).
- g. Install erosion control measures to prevent runoff from the project site.

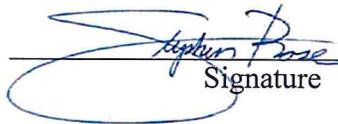
Mitigation Measure CUL-1: If archaeological or paleontological resources are encountered during excavation or construction, construction personnel shall be instructed to immediately suspend all activity in the immediate vicinity of the suspected resources and the City and a licensed archeologist or paleontologist shall be contacted to evaluate the situation. A licensed archeologist or paleontologist shall be retained to inspect the discovery and make any necessary recommendations to evaluate the find under current CEQA guidelines prior to the submittal of a resource mitigation plan and monitoring program to the City for review and approval prior to the continuation of any on-site construction activity.

Mitigation Measure GEO-1: The applicant shall comply with the recommendations in the Geotechnical Investigation, dated January 7, 2016 by Wayne L. Ting C.E. (No. C46276) of Wayne Ting & Associates Incorporated. Such recommendations shall be incorporated into the project's final engineering design to minimize the damage from seismic shaking, unsuitable fill, and other geological deficiencies. The project shall use standard engineering techniques and conform to the requirements of the International Building Code to reduce the potential for seismic damage and risk to future occupants.

Mitigation Measure HAZ-1: Prior to issuance of a demolition permit, a qualified contractor shall assess the property for presence of Lead-based paint (LBP) and Asbestos containing building materials (ACBM), and if present, prepare a plan, to the satisfaction of the Building Official, for properly manage and dispose of such materials.

PUBLIC REVIEW PERIOD

Any person may file a written protest of the draft Mitigated Negative Declaration before 5:00 p.m. on **August 12, 2016**. Such protest must be filed at the Community Development Department, City Hall, 70 North First Street, Campbell, California. The written protest should make a "fair argument" that the project will have one or more significant effects on the environment based on substantial evidence.


Signature

Stephen Rose, Associate Planner
Printed Name

March 23, 2016
Date

City of Campbell
Agency

Encl: Initial Study
Mitigation Monitoring and Reporting Program



CITY OF CAMPBELL
Community Development Department

DRAFT MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measure	Monitoring Phase	Enforcement Agency	Monitoring Agency	Action Indicating Compliance	Verification of Compliance		
					Initials	Date	Remarks
Air Quality - AIR							
<p><i>Mitigation Measure AIR-1:</i> The project applicant shall ensure that construction plans include the BAAQMD Best Management Practices for fugitive dust control. The following will be required for all construction activities within the project area. These measures will reduce fugitive dust emissions primarily during soil movement, grading and demolition activities, but also during vehicle and equipment movement on unpaved project sites:</p> <ul style="list-style-type: none"> a. Use dust-proof chutes for loading construction debris onto trucks. b. Water or cover stockpiles of debris, soil, and other materials that can be blown by the wind. c. Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two feet of freeboard. d. Sweep daily (with water sweepers) all paved access roads, parking areas, and staging areas at the construction site. e. Sweep streets daily (with water sweepers) if visible soil material is carried onto adjacent public streets, as directed by the City Engineer. f. Enclose, cover, water twice daily or, or apply (non-toxic) soil stabilizers to exposed stockpiles (dirt, sand, etc.). g. Install erosion control measures to prevent runoff from the project site. 	Site Preparation and Construction	City of Campbell	Public Works Department and Building Division	Periodic Compliance Report			

Mitigation Measure	Monitoring Phase	Enforcement Agency	Monitoring Agency	Action Indicating Compliance	Verification of Compliance		
					Initials	Date	Remarks
Cultural Resources – CUL							
<i>Mitigation Measure CUL-1:</i> If archaeological or paleontological resources are encountered during excavation or construction, construction personnel shall be instructed to immediately suspend all activity in the immediate vicinity of the suspected resources and the City and a licensed archeologist or paleontologist shall be contacted to evaluate the situation. A licensed archeologist or paleontologist shall be retained to inspect the discovery and make any necessary recommendations to evaluate the find under current CEQA guidelines prior to the submittal of a resource mitigation plan and monitoring program to the City for review and approval prior to the continuation of any on-site construction activity.	Site Preparation and Construction	City of Campbell	Building Division	Periodic Compliance Report			
Hazards and Hazardous Materials - HAZ							
<i>Mitigation Measure HAZ-1:</i> Prior to issuance of a demolition permit, a qualified contractor shall asses the property for presence of Lead-based paint (LBP) and Asbestos containing building materials (ACBM), and if present, prepare a plan, to the satisfaction of the Building Official, to properly manage and dispose of such materials.	Prior to Issuance of Demolition Permit	City of Campbell	Building Division	Assessment Report by Qualified Contractor			

January 18, 2016

Mike Paydar
12385 Parker Ranch Road
Saratoga, CA 95070



Regarding the trees located on 180 Redding Road in Campbell, CA 95008.

Assignment and Limits

I was asked to provide an inventory of the trees located on the site. The inventory includes the tree species and common name along with the trunk diameters measured at four feet above grade. Also included in the inventory are the approximate heights, crown radius, locations on the property, condition (health and structure combined), and their suitability for preservation (Appendix A and B). No construction or development impact ratings, or tree protection measures are included. No plans were provided for this assignment. The inventory is limited to the conditions during my visit on January 15, 2016.

Purpose and Use

The report is intended to identify all the trees within the lot boundaries and those on neighboring sites that overhang the property. The report is to be used by the property owner, their agents, and the City of Campbell as a reference for existing tree sizes, species, and locations.

Observations

The lot contains fifteen trees with four coast live oaks (*Quercus agrifolia*) “Protected” by the City of Campbell municipal ordinance 21.32.050. The City of Campbell protects all trees with trunk diameters greater than twelve inches at four feet above grade. Most trees on the property are remnant fruit or nut trees and volunteers, including a stand of very small (less than four inch diameter) privets (*Ligustrum lucidum*) growing near the back fence. One of the four protected trees is a coast live oak (#1) in front of the site along Redding Road that is growing on the neighboring property (Appendix C). This coast live oak has some oozing on the trunk, signs of sycamore borer, and codominant stems. Another coast live oak (#14) is centrally located on the lot. The remaining two protected coast live oaks (#10 and #11) are near the back fence.



Discussion

Condition Rating

A tree's condition is a determination of its overall health and structure based on five aspects: Roots, trunk, scaffold branches, twigs, and foliage. The assessment considered both the health and structure of the trees for a combined condition rating.

- Exceptional = Good health and structure with significant size, location or quality.
- Good = No apparent problems, good structure and health, good longevity for the site.
- Fair = Minor problems, at least one structural defect or health concern, problems can be mitigated through cultural practices such as pruning or a plant health care program.
- Poor = Major problems with multiple structural defects or declining health, not a good candidate for retention.
- Dead/Unstable = Extreme problems, irreversible decline, failing structure, or dead.

Seven trees are in fair condition and eight are in poor shape. Three of the protected coast live oaks are in fair condition including number 1 in front of the site. Most of the almonds and walnuts are in poor condition. Protected coast live oak number 14, centrally located on the property, is the only protected tree on poor condition with sycamore borers on the lower trunk and the tree is growing codominantly with an almond originating in the same location.

Suitability for Preservation

A tree's suitability for preservation is determined based on its health, structure, age, species characteristics, and longevity using a scale of good, fair, or poor. The following list defines the rating scale (Tree Care Industry Association, 2012):

- Good = Trees with good health, structural stability and longevity.
- Fair = Trees with fair health and/or structural defects that may be mitigated through treatment. These trees require more intense management and monitoring, and may have shorter life spans than those in the good category.
- Poor = Trees in poor health with significant structural defects that cannot be mitigated and will continue to decline regardless of treatment. The species or individual may possess characteristics that are incompatible or undesirable in landscape settings or unsuited for the intended use of the site.

Five trees have fair suitability for preservation including protected coast live oaks 1, 10, and 11. Protected coast live oak 14 has poor suitability for preservation. All the volunteer invasive privets are poorly suited along with all the nut trees with the exception of almond number 2.



Conclusion

The lot contains fifteen trees with four coast live oaks “Protected” by the City of Campbell municipal ordinance 21.32.050. Seven trees are in fair condition and eight are in poor shape. Three of the protected coast live oaks are in fair condition including number 1 in front of the site. Coast live oak number 14 is the only protected tree on poor condition. Five trees have fair suitability for preservation including protected coast live oaks 1, 10, and 11. Protected coast live oak 14 has poor suitability for preservation.

Appendix A: Tree Inventory Map



Appendix B: Tree Inventory, Assessment, Disposition

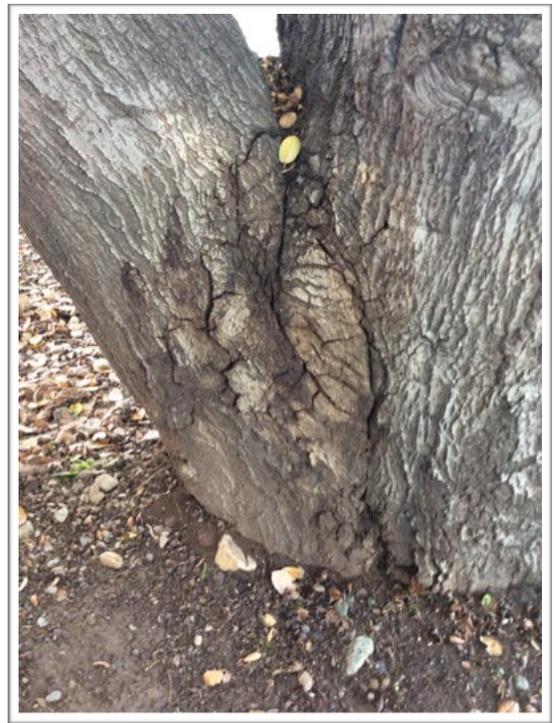
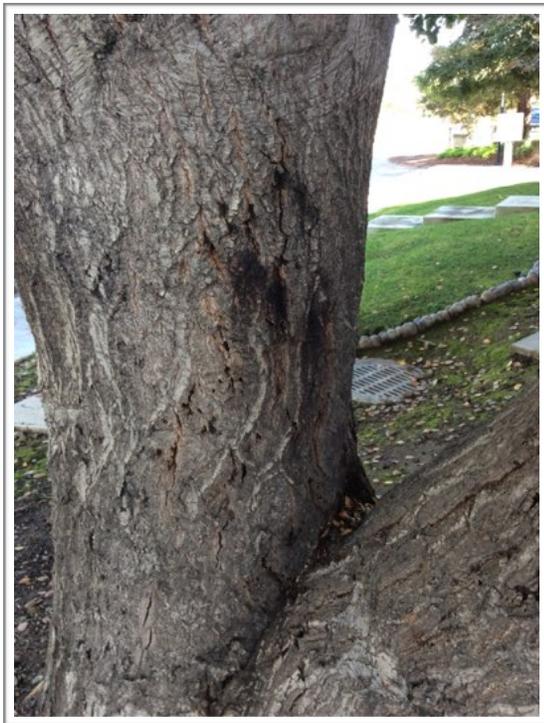
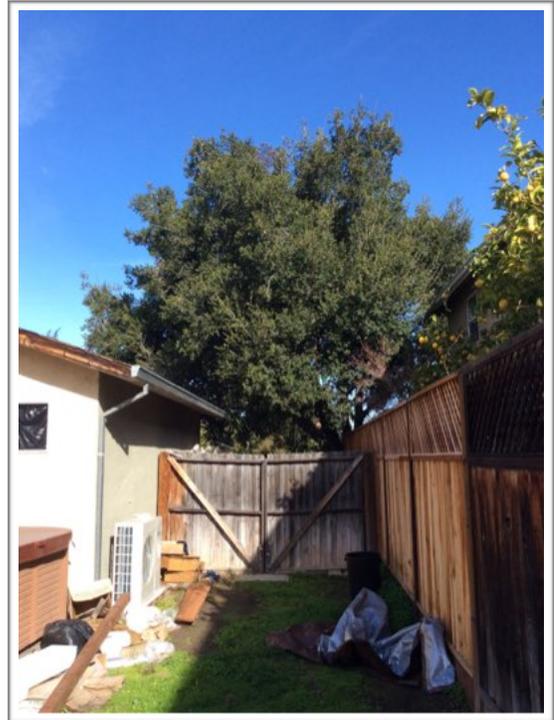
Table 1: Tree Inventory, Assessment, and Disposition

Tree Species	Number	Trunk Diameter	~ Height	~ Crown Diameter	Condition	Suitability	Protected or Not
Coast live oak (<i>Quercus agrifolia</i>)	1	17.5 and 22 inches	35	60	Fair	Fair	Protected
Almond (<i>Prunus dulcis</i>)	2	8	20	25	Fair	Fair	No
Walnut (<i>Juglans regia</i>)	3	7, 7, 7	20	20	Poor	Poor	No
Walnut (<i>Juglans regia</i>)	4	7, 7	20	20	Poor	Poor	No
Almond (<i>Prunus dulcis</i>)	5	7, 4	20	10	Poor	Poor	No
Walnut (<i>Juglans regia</i>)	6	8, 7	20	20	Poor	Poor	No
Almond (<i>Prunus dulcis</i>)	7	7	20	15	Poor	Poor	No
Almond (<i>Prunus dulcis</i>)	8	7, 6, 7	25	15	Poor	Poor	No
Coast live oak (<i>Quercus agrifolia</i>)	9	10	25	20	Fair	Poor	No
Coast live oak (<i>Quercus agrifolia</i>)	10	18	35	20	Fair	Fair	Protected
Coast live oak (<i>Quercus agrifolia</i>)	11	15	30	20	Fair	Fair	Protected
Coast live oak (<i>Quercus agrifolia</i>)	12	8	30	15	Fair	Fair	No
Privet (<i>Ligustrum lucidum</i>)	13	~4-6	30	8	Fair	Poor	No
Coast live oak (<i>Quercus agrifolia</i>)	14	14	25	20	Poor	Poor	Protected
Almond (<i>Prunus dulcis</i>)	15	8	25	20	Poor	Poor	No



Appendix C: Photos

Coast live oak number 1



Coast live oak number 14



Coast live oak numbers 10 and 11



Qualifications, Assumptions, and Limiting Conditions

Any legal description provided to the consultant is assumed to be correct. Any titles or ownership of properties are assumed to be good and marketable. All property is appraised or evaluated as though free and clear, under responsible ownership and competent management.

All property is presumed to be in conformance with applicable codes, ordinances, statutes, or other regulations.

Care has been taken to obtain information from reliable sources. However, the consultant cannot be responsible for the accuracy of information provided by others.

The consultant shall not be required to give testimony or attend meetings, hearings, conferences, mediations, arbitration, or trials by reason of this report unless subsequent contractual arrangements are made, including payment of an additional fee for such services.

This report and any appraisal value expressed herein represent the opinion of the consultant, and the consultant's fee is not contingent upon the reporting of a specified appraisal value, a stipulated result, or the occurrence of a subsequent event.

Sketches, drawings, and photographs in this report are intended for use as visual aids, are not necessarily to scale, and should not be construed as engineering or architectural reports or surveys. The reproduction of information generated by architects, engineers, or other consultants on any sketches, drawings, or photographs is only for coordination and ease of reference. Inclusion of said information with any drawings or other documents does not constitute a representation as to the sufficiency or accuracy of said information.

Unless otherwise expressed: a) this report covers only examined items and their condition at the time of inspection; and b) the inspection is limited to visual examination of accessible items without dissection, excavation, probing, or coring. There is no warranty or guarantee, expressed or implied, that structural problems or deficiencies of plants or property may not arise in the future.



Certification of Performance

I Richard Gessner, Certify:

That I have personally inspected the tree(s) and/or the property referred to in this report, and have stated my findings accurately. The extent of the evaluation and/or appraisal is stated in the attached report and Terms of Assignment;

That I have no current or prospective interest in the vegetation or the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved;

That the analysis, opinions and conclusions stated herein are my own;

That my analysis, opinions, and conclusions were developed and this report has been prepared according to commonly accepted Arboricultural practices;

That no one provided significant professional assistance to the consultant, except as indicated within the report.

That my compensation is not contingent upon the reporting of a predetermined conclusion that favors the cause of the client or any other party, nor upon the results of the assessment, the attainment of stipulated results, or the occurrence of any other subsequent events;

I further certify that I am a Registered Consulting Arborist® with the American Society of Consulting Arborists, and that I acknowledge, accept and adhere to the ASCA Standards of Professional Practice. I am an International Society of Arboriculture Board Certified Master Arborist®. I have been involved with the practice of Arboriculture and the care and study of trees since 1998.

Richard J. Gessner



ASCA Registered Consulting Arborist® #496
ISA Board Certified Master Arborist® WE-4341B
ISA Tree Risk Assessor Qualified

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MEMORANDUM



Community Development Department
Planning Division

To: Site and Architectural Review Committee **Date:** March 22, 2016
From: Stephen Rose, Associate Planner
Via: Paul Kermoyan, Community Development Director *PK*
Subject: Planned Development Permit, Tentative Subdivision Map, Zoning Map
 Amendment, CEQA Review, Tree Removal Permit, Parking Modification Permit
File No.: PLN2015-305 to 308, 310 & PLN2016-68 ~ 180 Redding Road

PROPOSAL

The applicant is seeking approval of a five-unit subdivision, consisting of four 1,760 sq. ft. duets and one 2,136 sq. ft. single-family residence. Each unit would also have a 360 sq. ft. attached 2-car garage, and at least 300-feet of open space (reference **Attachment 2** – Project Plans). The proposal requires a Planned Development Permit, Tentative Subdivision Map, Zoning Map Amendment (to rezone to Planned Development), Tree Removal Permit (for the removal of three protected trees), and Parking Modification Permit (to allow uncovered parking in lieu of covered). Pursuant to CMC Sec. 21.54.050, the Site and Architectural Review Committee's purview is to review the site and architectural design proposal and make a recommendation as appropriate to the Planning Commission. This project requires approval by the City Council.

PROJECT SITE

The project site is an approximately 15,470 square-foot (net) lot located on the south side of Redding Road between White Oaks Road to the west and S. Bascom Avenue to the east (reference **Attachment 1** – Location Map). The property currently has an R-M (Multiple-Family Residential) zoning designation and a Low-Medium Density Residential General Plan Land Use Designation (6-13 units/gross acre). The site is currently developed with a single-family residence built in 1977 that will be demolished as part of the project. Attached and detached two-story townhomes border the site to the east, north, and south, whereas a single-story, single-family home borders the site to the west.

PROJECT DATA

Zoning Designation:	R-M (Multiple-Family Residential)
Proposed Zoning:	P-D (Planned Development)
General Plan Designation:	Medium Density Residential (6-13 units/gr. acre)
Proposed Density:	12.6 units/gr. acre
Gross Lot Area:	17,270 square-feet
Net Lot Area:	15,470 square-feet

Project Development Data							
Lot	Lot Size (Sq. ft.)	Bldg. Height (28-ft max)	Living Area (Sq. ft.)	Garage (Sq. ft.)	FAR	Lot Coverage	
1	1,197	23-feet, 6-inches	1,760	360	68%	75%	
2	1,216	23-feet, 6-inches	1,760	360	69%	73%	
3	1,233	23-feet, 6-inches	1,760	360	70%	72%	
4	1,367	23-feet, 6-inches	1,760	360	77%	65%	
5	1,806	23-feet, 6-inches	2,136	360	118%	50%	
6 (A)	8,651	<i>Common lot driveway</i>					
Total	15,470	Including common driveway:			59%	30%	

Development Standard Comparisons					
Reference	Front Setback	Rear Setback	FAR	Lot Coverage	Height
Proposed Project	12-feet (to porch post)	5-feet	59%	30%	23.5-feet
Abutting Subdivision (190-198 Redding Rd.)	15-feet	9-feet	56%	34%	28.5-feet
R-M Zoning District	25-feet	5-feet or ½ bld. wall	50%	40%	35-feet

*: The comparisons provided are intended to highlight significant differences between the proposed project, the abutting subdivision to the east, and the R-M Zoning District. Please refer to the project plans for a more detailed overview of specific setbacks and development standards.

DISCUSSION

In addition to the tentative subdivision map, the applicant has submitted a site plan, elevations, and floor plans for two sets of attached two-story townhomes and one detached two-story single-family residence to be built within the subdivision (reference **Attachment 2** – Project Plans). The P-D zoning district allows for flexibility of development standards (lot coverage, floor area, setbacks, etc.) when consistent with site characteristics and the neighborhood. Generally, the City looks to the standards that would be permitted for properties which correspond with the underlying General Plan land use designation, such as the R-M zoning district, for guidance. In this case, the proposed floor area ratio (FAR) of 59% is above what would be allowed under the R-M (Multiple-Family Residential) zoning district, which has a maximum FAR of 50%, but could be found generally consistent with the FAR of the abutting subdivision (56%). In comparing floor area, however, it should be noted that the average unit sizes of the proposed project would be greater (1,760 sq. ft. to 2,160 sq. ft. per unit vs. 1,669 sq. ft. to 1,730 sq. ft. per unit) than those of the abutting subdivision, despite being developed on a smaller lot (15,470 sq. ft. vs. 19,324 sq. ft.).

Furthermore, the front and rear setbacks are notably less than would be allowed in the R-M Zoning District, particularly in regard to the rear building walls where a 10-foot or greater setback (5-feet provided) would be required to comply with the ½ building wall height requirement despite having a lower building height. A summary of significant differences between the proposed project, a similar abutting subdivision to the east, and the standards of the R-M zoning district may be found in the preceding table.

Discussion points have been raised to discuss whether or not the units should be redesigned to reduce floor area and lot coverage, increase landscaping on the site in an effort to be more compatible with the neighborhood, minimize bulk, and/or provide a more optimal quantity of open space.

Site Layout: The site has been designed such that a single driveway serves all five homes, allowing for the provision of more open space on a narrow lot. The home abutting Redding Road has been oriented towards the street and situated with a similar, but tighter setback (12-feet to front post vs. 15-feet) as the subdivision to the east of the property.

Design Scale and Massing: The project's design is sensitive to the neighborhood in terms of height, massing, and colors. In terms of materials, the project is raising the bar by proposing a combination of board and batten (vertical and horizontal), shingle, and stone (stacked ledge stone and river rock) siding. The design includes covered porches, rafter tails, banding, and cross-gable/hip roof designs. The entry way of 'Unit 1' is oriented toward the public street, so as not to 'wall off' the subdivision from the neighborhood. Each home has been designed so that the garage does not dominate the facade.

Landscaping: The project requires the removal of 3 protected trees, and an additional 11 non-protected trees (reference **Attachment 4** – Arborist Report). Whereas the applicant is proposing to plant four new trees, the project would be required two additional trees (six required in total) to be consistent with the tree protection ordinance. In that the location of these two additional trees has not yet been identified, it presents an opportunity for the SARC to suggest where these trees (or even more trees) should be planted to maximize their aesthetic benefit and enhance privacy between adjoining properties. The project also includes at least 300 sq. ft. of rear yard open space per unit, and small amounts of landscaping in front of each home.

Privacy: Privacy impacts are minimized by locating larger windows towards the front of each home and generally placing smaller windows on the rear elevations where there is a minimal setback between the adjacent residences. However, in that two larger (bedroom) windows, which occur on at the rear of Units 1 through 4, could be easily accommodated on the east and west bedroom walls respectively a discussion point has been raised as to evaluate if these windows should be raised, relocated or reduced in size (Note: project elevations do not match the second-story floor plan window details; to be corrected prior to Planning Commission resubmittal).

Parking: Pursuant to Section 21.28.040 (Table 3) of the Campbell Municipal Code (CMC), multi-family dwellings with two or more bedroom units (3 bedrooms per unit are proposed) are required to provide 2½ covered parking spaces per unit plus ½ space designated for guest parking per unit. For the five units proposed, this equates to a parking requirement of 12½

covered parking spaces with 2½ additional uncovered parking spaces for a total of 15 required parking spaces. As proposed, the project provides 15 parking spaces (10 covered and 5 uncovered spaces) as summarized in the table below:

	Covered Parking	Uncovered Parking	Total
Required	12.5	2.5	15
Proposed	10	5	15
Difference	-2.5	+2.5	0

As such, the applicant is requesting a Parking Modification Permit to allow for two of the required covered parking spaces, to be provided as uncovered parking. The applicant believes the provision of uncovered parking, in-lieu of covered parking, results in a more functional shared use of space for the four units and a more consistent single-family residential look and feel than would otherwise be achieved by a detached covered garage. The driveway and guest parking spaces shall be constructed of permeable pavers as a condition of approval.

Public Improvements: The project requires frontage improvements per Campbell Municipal Code Section 11.24.040. The applicant will be required to match the existing frontage improvements of the adjacent property.

SARC REVIEW

The SARC should discuss the project's proposed site layout and architecture, including site circulation, building form and orientation, colors and materials, landscaping, and potential privacy impacts to neighbors. Consideration should be given to the following:

- Is the proposed floor area, and lot coverage appropriate for the site?
- Is the site layout and architecture compatible with the surrounding neighborhood?
 - Setbacks, site access/circulation, guest parking space placement, pedestrian walkways
 - Mass and bulk, height, wall and roof plane articulation, colors and materials
- Do the number, placement and size of second floor windows (with an emphasis on the large bedroom windows at the rear of Units 1 through 4) adequately minimize privacy impacts on neighboring properties?
- Does the proposal create an optimum quantity and use of open space and good design?

If the SARC believes that the project satisfies approval criteria related to site and architecture, it may recommend approval to the Planning Commission as proposed. If the SARC believes that there are elements of the project that can be improved or refined, it can recommend specific revisions as a condition of recommending approval or request revisions to the plans to return to the SARC for further review and comment.

Attachments:

1. Location Map
2. Project Plans
3. Color/Material Sheet
4. Arborist Report

ITEM NO. 1



CITY OF CAMPBELL • PLANNING COMMISSION
Staff Report • April 12, 2016

PLN2015-305 (PD) Public Hearing to consider the application of Mike Paydar for a Planned
PLN2015-306 (TSM) Development Permit (PLN2015-305) for the approval of site
PLN2015-307 (ZA) configuration, architectural design, and to create lots which do not have
PLN2015-308 (MND) frontage on a public street, Tentative Subdivision Map (PLN2015-306)
PLN2015-310 (TRP) to create five single family lots and one commonly owned lot, Zoning
PLN2016-068 (PMP) Map Amendment (PLN2015-307) to change the zoning from R-M
(Multiple-Family Residential) to P-D (Planned Development), Parking
Modification Permit (PLN2016-068) to allow uncovered parking in lieu
of covered and Tree Removal Permit (PLN2015-310) to allow removal
of protected trees on property located at **180 Redding Road**. Staff is
recommending that a Mitigated Negative Declaration (PLN2015-308) be
adopted for this project.

STAFF RECOMMENDATION

That the Planning Commission take the following actions:

1. **Adopt a Resolution**, incorporating the attached findings, recommending that the City Council adopt a Mitigated Negative Declaration (PLN2015-308);
2. **Adopt a Resolution**, incorporating the attached findings, recommending that the City Council approve a Zoning Map Amendment (PLN2015-307) to change the zoning district designation from R-M (Multiple-Family Residential) to P-D (Planned Development);
3. **Adopt a Resolution**, incorporating the attached findings, recommending that the City Council approve a Tentative Subdivision Map (PLN2015-306) to create five single family lots and one commonly owned lot, subject to the attached Conditions of Approval;
4. **Adopt a Resolution**, incorporating the attached findings, recommending that the City Council approve a Planned Development Permit (PLN2015-305) for site configuration resulting in the development of five units, architectural design, and creation of lots which do not have frontage on a public street, subject to the attached Conditions of Approval;
5. **Adopt a Resolution**, incorporating the attached findings, recommending that the City Council approve a Parking Modification Permit (PLN2016-068) to allow uncovered parking in lieu of covered, subject to the attached Conditions of Approval; and
6. **Adopt a Resolution**, incorporating the attached findings, recommending that the City Council approve a Tree Removal Permit (PLN2015-310) to allow for the removal of protected trees, subject to the attached Conditions of Approval.

ENVIRONMENTAL DETERMINATION

Development projects are subject to review under the California Environmental Quality Act (CEQA). The level of review required under CEQA is generally commensurate with the scale and complexity of the proposed development. Many projects (e.g., minor land divisions, single-family residences, change of use, etc.) are generally exempt from CEQA. Although small "infill" developments may be found exempt under CEQA Guidelines, the project requires a Zoning Map Amendment which is not generally exempt under CEQA. Development proposals that are not exempt require preparation of an Initial Study that analyzes a project for various potential environmental impacts, including traffic, air and water pollution, greenhouse gas emissions, noise, and various community impacts.

Based on the Initial Study analysis (reference **Attachment 14**), staff prepared a Draft Mitigated Negative Declaration finding that the proposed project will not have a significant effect on the environment with the incorporation of the Draft Mitigation Measures and therefore does not require the preparation of an Environmental Impact Report (EIR). Staff recommends that the Planning Commission adopt a resolution recommending that the City Council approve the Draft Mitigated Negative Declaration. As required by law, the Draft Mitigated Negative Declaration and Initial Study were filed with the County Clerk-Recorder's Office for public review, noticed in the Campbell Express newspaper, and posted on the City's website. The public is also invited to comment on the Draft Mitigated Negative Declaration in writing during the 20-day comment period (March 23 through April 12th) and in person at the Planning Commission public hearing (April 12, 2016) and City Council public hearing (anticipated May 17, 2016). Staff has not received any comments on the Draft Mitigated Negative Declaration at this time.

PROJECT DATA

General Plan Designation:	Low to Medium Density Residential (6-13 units/gr. acre)
Zoning Designation Proposed:	P-D (Planned Development)
Zoning Designation Existing:	R-M (Multiple-Family Residential)
Gross Lot Area:	17,270 square-feet
Net Lot Area:	15,470 square-feet
Floor Area Proposed (P-D):	9,190 sq. ft. (59%) ¹ ~ 1,838 sq. ft. per unit
Floor Area Standard (R-M):	6,641 sq. ft. (50%) ~ 1,547 sq. ft. per unit
Density Proposed:	12.6 units/gr. acre (5 units)
Density Allowed:	6-13 units/gr. acre (3 to 5 units)
Parking Proposed:	15 spaces (10 covered; 5 uncovered)
Parking Required:	15 spaces (12.5 covered; 2.5 uncovered)
Surrounding Uses	
North:	Two-Unit & Three-Unit Townhome Rows
South:	Six-Unit Townhome Rows
East:	Two-Unit Townhome Rows and Detached Single-Family Res.
West:	Single-Family Residence

¹ P-D Zone allows flexibility that is not available in other zoning districts so as to allow developments that are more consistent with site characteristics while creating an optimum quantity and use of open space and good design.

DISCUSSION

Applicant's Proposal: The applicant is seeking approval of a five-unit subdivision, consisting of four 1,760 sq. ft. attached townhomes and one 2,136 sq. ft. single-family residence. Each unit would also have a 360 sq. ft. attached 2-car garage, and at least 300-feet of open space (reference **Attachment 13** – Project Plans & Tentative Subdivision Map). The proposal requires a Planned Development Permit, Tentative Subdivision Map, Zoning Map Amendment, Parking Modification Permit and Tree Removal Permit. The site is currently developed with a single-family residence built in 1977 that will be demolished as part of the project. This project requires approval by the City Council.

Project Location: The project site consists of a single parcel located on Redding Road between White Oaks Road and S. Bascom Avenue (reference **Attachment 12** – Location Map). The 15,470 square foot (net area) lot is currently developed with one single-family residence that will be demolished as part of the proposed subdivision. Abutting land uses include a combination of two-unit and three-unit townhome rows to the north, two-unit townhome rows and single-family homes to the east, six-unit townhome rows to the south, and a single-family residence to the west.

ANALYSIS

General Plan / Land Use: The Campbell General Plan represents the City's long term vision for the community and is intended to guide decision-making regarding the City's physical and economic growth. In this regard, the General Plan provides policies applicable to land use and development, and organizes the City into a framework of distinct land use designations (i.e., commercial, residential, industrial, etc.), as codified by the General Plan Land Use Map.

The General Plan land use designation for the project site is Low-Medium Density Residential (6-13 units per gross acre). The proposed density is approximately 12.6 units per gross acre. The proposed project could be found consistent with the following General Plan Land Use Element Strategies:

- | | |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Policy LUT-3.1: | <u>Variety of Residential Densities:</u> Provide land use categories for and maintenance of a variety of residential densities to offer existing and future residents of all income levels, age groups and special needs sufficient opportunities and choices for locating in Campbell. |
| Strategy LUT-5.2a: | <u>Neighborhood Compatibility:</u> Promote new residential development and substantial additions that are designed to maintain and support the existing character and development pattern of the surrounding neighborhood, especially in historic neighborhoods and neighborhoods with consistent design characteristics. |
| Strategy LUT-9.3e: | <u>Building Materials:</u> Encourage the use of long-lasting, high quality building materials on all buildings to ensure the long-term quality of the built environment. |
| Strategy LUT-17.1b: | <u>Landscaping:</u> Ensure that new developments provide new tree plantings, shrubs, greenery and other landscaping materials, and preserve existing trees and shrubs. |

Zoning District: The current zoning of the project site is R-M (Multiple-Family Residential). The project requires a P-D (Planned Development) zoning designation because all five lots created by the subdivision would not have frontage on a public street, and because the project is proposing reduced setbacks and an increased floor area ratio. The P-D zoning district allows for

flexibility of site standards (lot coverage, floor area ratio, setbacks, etc.) when consistent with site characteristics, particularly related to the development's design and provision of open space. Development within the P-D Zoning District must also be consistent with the underlying General Plan Land Use designation as well as applicable General Plan goals, policies, and strategies. Generally, the City looks to the standards that would be permitted using the underlying General Plan land use designation, such as the R-M zoning district, for guidance.

While the proposed floor area ratio (59% FAR) of the project would be greater, and the proposed setbacks (5-foot second-story setback) would be less than what would be allowed in the comparable R-M (Multiple-Family Residential) zoning district (which is limited to 50% FAR, and requires a 5-foot or ½ building wall height setback requirement), the P-D (Planned Development) zoning district allows for this flexibility with Council approval. In forming its recommendation to the Council, the Planning Commission should consider if such flexibility is consistent with the intent of the P-D zoning district and appropriate for the site in consideration of the project surroundings and site layout, and unit design.

Tentative Subdivision Map: The applicant is requesting approval of a Tentative Subdivision Map to subdivide the property into five residential lots ranging in size from 1,197 sq. ft. to 1,685 sq. ft. in area, in addition to one larger common lot. The common lot consists of a common access driveway, shared parking spaces, an area for a fire truck turnaround, and landscaping. Prior to recordation of the Final Map, the applicant shall be required to provide draft Covenants, Conditions and Restrictions (CC&R's) which provide for the formation of a homeowner's association to ensure the long-term maintenance of the common lot and continued architectural integrity of the project.

Planned Development Permit: The site has been designed such that a single driveway serves all five homes, allowing for the provision of more open space on a narrow lot. The attached townhome units (Units 1-4) are proposed with a unit size of 1,760 sq. ft. each, whereas the detached unit (Unit 5) would run slightly larger with a proposed 2,150 sq. ft. floor area. Exclusive of this floor area, each of the units would have a 360 sq. ft. two-car garage and at least 300 sq. ft. of private open space. The home abutting Redding Road has been oriented towards the street and situated with a similar, but reduced front setback (12-feet to front post vs. 15-feet) when compared with the subdivision to the east. The two-story units also back up to a similar subdivision to the east, providing a five-foot setback in areas which is comparatively less than a five-foot or ½ building wall height development standard typical of comparable development in the R-M (Residential Multiple-Family) zoning district. For greater detail on the proposed unit design, materials, or a more detailed comparison between the development standards of the proposed project, the R-M Zoning District, and the abutting subdivision to the east (190-198 Redding Road) please refer to SARC Memo - March 22, 2016 (reference **Attachment 15**).

Tree Removal: The project requires the removal of 3 protected trees, and an additional 11 non-protected trees (reference **Attachment 16** – Arborist Report). Whereas only six trees are technically required for replacement plantings, the applicant is proposing to plant 17 trees (10 ultra-dwarf evergreen, and 7 dwarf evergreen trees) as part of a comprehensive landscaping plan.

Parking: Pursuant to Section 21.28.040 (Table 3) of the Campbell Municipal Code (CMC), multi-family dwellings with two or more bedroom units (3 bedrooms per unit are proposed) are required to provide 2½ covered parking spaces per unit plus ½ space designated for guest

parking per unit. For the five units proposed, this equates to a parking requirement of 12½ covered parking spaces with 2½ additional uncovered parking spaces for a total of 15 required parking spaces. As proposed, the project provides 15 parking spaces (10 covered and 5 uncovered spaces) as summarized in the table below:

	Covered Parking	Uncovered Parking	Total
Required	12.5	2.5	15
Proposed	10	5	15
Difference	-2.5	+2.5	0

As such, the applicant is requesting a Parking Modification Permit to allow for two of the required covered parking spaces, to be provided as uncovered parking. The applicant believes the provision of uncovered parking, in-lieu of covered parking, results in a more functional shared use of space for the four units and a more consistent single-family residential look and feel than would otherwise be achieved by a detached covered garage. The driveway and guest parking spaces shall be constructed of permeable pavers as a condition of approval.

Public Improvements: The project requires frontage improvements per Campbell Municipal Code Section 11.24.040. The applicant will be required to match the existing frontage improvements of the adjacent property.

Public Outreach: The applicant provided copies of the architectural plans to abutting property owners, consistent with the City's application requirements to provide advanced notification to neighbors. No comments have been received at this time.

Site and Architectural Review Committee: The Site and Architectural Review Committee (SARC) reviewed the design and configuration of the proposed project at its meeting of March 22, 2016. The Committee was supportive of the project with the recommended changes (applicant revisions/changes in response to recommended changes are noted in *italics*):

- Consider providing more trees (with an emphasis on ultra-dwarf, and dwarf evergreen citrus trees such as lemon).
The revised project plans show a total of 17 new trees on the property as part of a comprehensive landscaping plan, including the provision of smaller ultra-dwarf evergreen trees in-front of units, and larger dwarf evergreen trees where larger planting room is available. Note: The plans do not call out “citrus” specifically, but the project has been approved accordingly.
- Consider ways to distinguish the guest parking spaces from the fire truck turnaround area, and further identify the total number of guest parking spaces in the development available to all owners.
The revised project plans show the development changing the pattern of interlocking tiles to visually distinguish the difference between guest parking spaces and fire truck turnaround. The project plans also indicate the intention to incorporate signage to visually indicate the number of available guest parking spaces.
- Consider relocating the second-story bedroom windows on the east elevation of Units 1 through 4 to the north/south sides of the building respectively to minimize potential

privacy impacts to the adjoining subdivision to the east. Consider installing clerestory windows on the east building elevation to maintain visual interest.

The revised project plans indicate the larger second-story bedroom windows as being relocated accordingly. Further, clerestory windows are shown as recommended.

In addition to the recommended changes, the SARC discussed the project floor area ratio and setbacks in detail, but ultimately came to the conclusion no changes were needed to these details based on the following considerations:

- The floor area ratio of the project (59%) is relatively high when compared with the R-M development standards (50%). While the SARC considered recommending reducing unit sizes, it was ultimately concluded that no recommendation would be passed forward to the Planning Commission in consideration of site surroundings (including the adjoining development to the east which has a floor area ratio of 56%), site configuration, unit design, and the general direction other projects and the development in the City is taking.
- The five-foot second-story side setback, which occurs between the proposed development (Units 1-4) and the abutting subdivision to the east is notably less than the 5-foot or ½ building height setback development standard of the R-M zoning district. While the SARC discussed requesting an increased setback, it was ultimately concluded that no recommendation would be passed forward to the Planning Commission in consideration of the reduced unit height of the proposed development (23.5 feet proposed vs. 28.5 feet for the adjoining development), in consideration of a total separation of 14-feet provided between units (5-feet proposed + 9-feet of adjoining subdivision), and willingness of the developer to relocate larger second-story bedroom windows to the north and south elevations of the units which would mitigate potential privacy concerns.

ALTERNATIVES

The Planning Commission may pursue the following alternatives in forming their recommendation to the City Council.

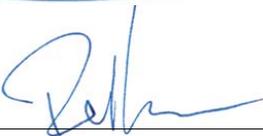
1. **Continue the Item**, allowing the applicant or staff the opportunity to provide any expanded analysis or information as requested.
2. **Continue the Item**, requesting the applicant to return with plans reflecting reduced unit sizes, or increased setbacks where units abut adjoining properties.

Prepared by:



Stephen Rose, Associate Planner

Approved by:



Paul Kermoyan, Community Development Director

Attachments:

1. Findings Recommending Adoption of File No. PLN2015-308 (Mitigated Negative Dec.)
2. Findings Recommending Approval of File No. PLN2015-307 (Zoning Map Amendment)
3. Conditions of Approval for File No. PLN2015-307 (Zoning Map Amendment)
4. Findings Recommending Approval of File No. PLN2015-306 (Tentative Subdivision Map)
5. Conditions of Approval for File No. PLN2015-306 (Tentative Subdivision Map)
6. Findings Recommending Approval of File No. PLN2015-305 (Planned Development Permit)
7. Conditions of Approval for File No. PLN2015-305 (Planned Development Permit)
8. Findings Recommending Approval of File No. PLN2016-068 (Parking Modification Permit)
9. Conditions of Approval for File No. PLN2016-068 (Parking Modification Permit)
10. Findings Recommending Approval of File No. PLN2015-310 (Tree Removal Permit)
11. Conditions of Approval for File No. PLN2015-310 (Tree Removal Permit)
12. Location Map
13. Project Plans & Tentative Subdivision Map
14. Initial Study, Draft Mitigated Negative Declaration & MMRP
15. SARC Memo - March 22, 2016
16. Arborist Report

COMMUNICATIONS

Two desk items were distributed relating to Agenda Item 1 (a neighbor comment letter and staff recommendation in response).

AGENDA MODIFICATIONS OR POSTPONEMENTS

None

ORAL REQUESTS

None

CONSENT

There were no consent items.

PUBLIC HEARINGS

Chair Dodd read Agenda Item No. 1 into the record as follows:

1. **PLN2015-305**
PLN2015-306
PLN2015-307
PLN2015-308
PLN2015-310
PLN2016-068 Public Hearing to consider the application of Mike Paydar for Planned Development Permit (PLN2015-305) for the approval of site configuration, architectural design and to create lots which do not have frontage on a public street, Tentative Subdivision Map (PLN2015-306) to create five single family lots and one commonly owned lot, Zoning Map Amendment (PLN2015-307) to change the zoning from R-M (Multiple-Family Residential) to P-D (Planned Development), Parking Modification Permit (PLN2016-68) to allow uncovered parking in lieu of covered, and Tree Removal Permit (PLN2015-310) to allow the removal of protected trees on property located at **180 Redding Road**. Staff is recommending that a Mitigated Negative Declaration be adopted for this project. Tentative City Council Meeting Date: May 17, 2016. Project Planner: *Stephen Rose, Associate Planner*

Mr. Stephen Rose, Associate Planner, presented the staff report.

Chair Dodd asked if there were questions of staff.

Commissioner Young asked why the Zone Change is proposed from the current R-M to P-D. He added that it seems both would allow the same number of units on this site.

Planner Stephen Rose said that a development with a private street must be zoned P-D. The P-D zoning also allows a greater deviation in setbacks and allows larger units and FAR.

Commissioner Kendall provided the Site and Architectural Review Committee report as follows:

- Recounted that she and Commissioner Rich found that there were not many trees on this property and they were suggesting the addition of more evergreen trees to the site.
- Added that SARC wanted the applicant to find ways to better distinguish guest parking spaces from the fire turnaround area.
- Said that SARC suggested the applicant reconsider relocating the second story bedroom windows on the east elevation. Those have been relocated.
- Reported that there was concern with the proposed 59 percent FAR but also discussed the fact that even if reduced to four units, it would not be that beneficial to the site.
- Said that the five foot second story setback was of concern and now the applicant proposes to increase the second story setback by an additional three feet to a total of eight feet.

Chair Dodd opened the Public Hearing for Agenda Item No. 1.

Lieh-Ting Tung, Resident on Shelly Ave:

- Reported that his home is on the right side behind this proposed development.
- Added that the development includes the removal of all trees on the site.
- Admitted that he is worried about the root systems from these trees that already come into his backyard. He is worried about his structure and potential for termites.
- Asked that the trees be kept.
- Pointed out that Unit 5 is larger than the other four units.
- Requested that the setback to Unit 5 be moved back to 10 feet.
- Suggested that the trees be retained as they are important for the ecosystem.

Yong-Dian Jian, Resident on Shelley Ave:

- Said he has the same concerns as well as others such as loss of trees, foundation impacts and sunlight impacts.
- Pointed out that there is a lot of space in the middle of this project site and perhaps they can use that area instead to leave room for sufficient setbacks.

Marilyn Asplund, Resident on Shelley Ave:

- Said that her property is to the far right corner of this proposed project.
- Added that she has resided in her home there for 33 years and has enjoyed the quiet.
- Advised that she always understood that something would be built there at some point but admitted that she was shocked by the minimal 5-foot setback.
- Asked for larger setbacks as privacy will be changed if there is too close a proximity.

- Stated that while some property values increase when projects such as this go in, she believes that the value of her single-family property will likely go down as a result.
- Said that she would like to save the one tree in her yard that over the years has grown over the fence. If they remove all the portions of the tree on their side, it will die on her side as a result.
- Stated that with the inclusion of larger setbacks from property line she is prepared to welcome this new project to the neighborhood.

Commissioner Bonhagen asked Ms. Asplund if her home is close to Unit 5.

Marilyn Asplund replied yes. It is right behind.

Commissioner Bonhagen asked Ms. Asplund what setback she'd like to see beyond the already expanded setback now proposed at 8 feet.

Marilyn Asplund said that she'd like to see 10 to 12 foot setbacks with the structure moved forward on the lot.

Jo-Ann Fairbanks, Resident on Hacienda Ave:

- Advised that she is opposed to the FAR proposed on this planned development.
- Said that she is here this evening to speak on behalf of trees.
- Pointed out that 15 existing trees on site are to be removed and just one retained.
- Suggested that there are three more trees that can be preserved. Referenced the Arborist's Report, page 3, and said that trees 9, 10, 11 and 12 can be saved.
- Admitted that she disagrees with staff on some of the findings and referenced page 16, Item E.
- Said that per Attachment 10, page 2 of 2, No. 9, she doesn't believe that the finding can be made.
- Said that per Attachment 10, #13, she does believe this tree can be retained.
- Said that per Attachment 11, #3 cannot apply as there is exclusion in the Ordinance for fruit trees.

Michael Belmares, Resident on Redding Road:

- Sought clarification that the oak tree located between 180 and 190 Redding Road would not be removed.

Planner Stephen Rose replied that oak is not being removed.

Michael Balmares:

- Advised that the two tenants currently residing on this project site at 180 Redding Road are letting the weeds grow.
- Added that it would be great if those weeds could be removed.

Chair Dodd closed the Public Hearing for Agenda Item No. 1.

Commissioner Young:

- Said that there are differences between R-M and P-D zoning.
- Noted that there are a lot of P-D's being developed these days.
- Referenced Attachment 6, page 2 of 3, Item 9, which calls for a variety of residential densities.
- Pointed out that most everything else nearby is P-D and similar to what is being proposed here.
- Reminded that there are no sidewalks on this street and water pools there.
- Said that it seems that a five-unit development could be accommodated on this property with its current R-M zoning and without the need to change to a P-D zoning designation.
- Suggested that more thought is needed here. This is not a bad development. It's okay but there are some elements that still need to be worked out.

Commissioner Kendall:

- Stated her agreement with Commissioner Young.
- Added that there are a variety of residential densities.
- Said that she is uncomfortable with the 5-foot setback and feels better with it enlarged to 8 feet but a 12-foot setback there would be even better.

Commissioner Bonhagen:

- Said that the townhomes in this proposed development look like duets rather than single-family attached.

Planner Stephen Rose said that townhomes/duets are on individually-owned fee simple lots and the units share walls. A duplex has a single owner of two units.

Commissioner Bonhagen said that this is closer to a single-family home than other townhomes that are nearby. He asked if there is any way to save some more of the existing trees.

Commissioner Bonhagen said that this is closer to a single-family home than other townhomes that are nearby. He asked if there is any way to save some more of the existing trees.

Planner Stephen Rose:

- Said that the applicant is now proposing a three foot shift to Unit 5 to create an 8-foot wide setback. With that change perhaps the trees there could be reevaluated.
- Added that the Commission could include in its recommendations that Council consider the preservation of some more of the existing trees on site.
- Reported that if a tree is included on an approved landscape plan that offers protection for that tree in the future.

Commissioner Finch:

- Said that she agrees.
- Added that this looks like a great project.
- Stated that she appreciates the applicant's willingness to move Unit 5 further north.

- Agreed with Commission Bonhagen that these are more duet homes than a long row of attached homes.
- Stated that she would like to see more trees preserved.

Commissioner Young:

- Reminded that the zoning map shows the densities.
- Advised that the need for a private road and to incorporate a fire turnaround in the middle of this site means that there is no way to change that area of the site's use.

Commissioner Reynolds:

- Admitted that he likes this project but is concerned about the density of this neighborhood
- Pointed out that the laws allow this sort of density.
- Said that he too likes the idea of adding 3 feet to the back setback.
- Suggested that staff see (prior to the Council hearing) if the whole project could be moved forward an additional 2 feet to allow the standard 10-foot setback.
- Said that with these densities developments are just packing them in.
- Advised that he supports forwarding this project on to Council.

Commissioner Finch:

- Stated that the amount of paving proposed for this site is of concern.
- Added that she'd like to see more landscaping placed along the fence.

Planner Stephen Rose advised that there is a very small landscaping sliver and that the proposed amount of pavement is the minimum required to provide parking and the fire turnaround.

Commissioner Finch said that she likes the use of uncovered parking versus roofed parking. She asked how wide that landscaping sliver is.

Planner Stephen Rose said it is approximately two feet wide.

Commissioner Finch said that is just wide enough for something like cypress.

Planner Stephen Rose said there is no room for trees there. It takes a four-foot area to plant a 24-inch box tree.

Commissioner Finch reiterated that she likes the project but is concerned about the paving.

Commissioner Bonhagen asked Commissioner Young if he is against supporting a zone change.

Commissioner Young said that the P-D zoning is needed to include a private road. Additional the P-D zoning allows for more density and reduced setbacks.

Commissioner Bonhagen asked Commissioner Young to clarify that he is okay with the change to P-D zoning but is concerned about the proposed FAR.

Commissioner Young replied correct.

Commissioner Kendall asked Commissioner Finch if she shares the concern regarding the amount of pavement. Would it be better if they incorporated different types of surfaces?

Commissioner Finch:

- Pointed out that there are lots of developments along Redding, Shelley and Hacienda that are solid concrete.
- Added that use of pavers are better than concrete.

Commissioner Kendall:

- Stated that there needs to be more trees on this site.
- Added that there should also be smaller buildings.
- Admitted that she is not able to make a decision tonight or it would have to be denial.

Chair Dodd:

- Pointed out that this applicant has attempted to blend the old with the new in this neighborhood.
- Reminded that the City has a certain amount of responsibility to provide housing.
- Said that more families want to move into our City.
- Stated that she likes the way these homes are set up.
- Agreed with Commission Young that there are conflicts between the two LUT's raised.
- Said that she supports this project.

City Attorney William Seligmann:

- Stated that he doesn't agree with the staff position that fruit trees depicted on a landscaping plan are protected from future removal without a permit.
- Said it is his interpretation that a fruit tree could still be removed in the future without requiring a permit.

Commissioner Bonhagen:

- Said he is in favor of the project but with a maximum FAR of 50 percent.
- Suggested that the proposed 59 percent FAR be reduced.
- Added that of the 15 trees proposed for removal, those in "fair" condition should be saved, which would be about half of them.
- Reiterated that with the extra three feet added to the back setback and a reduction in FAR to no more than 50 percent, this project can move forward.

Commissioner Young said he would encourage the Commission to consider continuing this item to allow the applicant and staff to make adjustments to the project per the recommendations made this evening.

Commissioner Reynolds asked the City Attorney if there is an established maximum FAR limit of 50 percent for a P-D zoned project. He understands that the P-D zoning allows for flexibility.

Planner Stephen Rose said that the 50 percent standard is within the existing R-M zoning. He recommended the continuance so the architect can provide a plan with smaller units.

Motion: **Upon motion of Commissioner Bonhagen, seconded by Commissioner Kendall, the Planning Commission CONTINUED TO A DATE UNCERTAIN the consideration of a Planned Development Permit (PLN2015-305) and associated applications for property located at 180 Redding Road, with the following recommended changes to the project proposal:**

- **Reduce the square footage of the units so they are at or below a 50 percent FAR;**
- **Increase setbacks,**
- **Retain more of the existing trees currently proposed for removal; and**
- **Not include any fruit trees in the approved landscape plan.**

(6-0-1; Commissioner Rich was absent)

REPORT OF THE COMMUNITY DEVELOPMENT DIRECTOR

Building Official Bill Bruckart had no additions to the Director’s Written Report.

ADJOURNMENT

The Planning Commission meeting adjourned at 8:31 p.m. to the next Regular Planning Commission Meeting of **April 26, 2016**.

SUBMITTED BY: _____
Corinne Shinn, Recording Secretary

APPROVED BY: _____
Cynthia Dodd, Chair

ATTEST: _____
Bill Bruckart, Acting Secretary

ITEM NO. 3



CITY OF CAMPBELL • PLANNING COMMISSION
Staff Report • May 10, 2016

PLN2015-305 (PD) Public Hearing to consider the application of Mike Paydar for a Planned
PLN2015-306 (TSM) Development Permit (PLN2015-305) for the approval of site
PLN2015-307 (ZA) configuration, architectural design, and to create lots which do not have
PLN2015-308 (MND) frontage on a public street, Tentative Subdivision Map (PLN2015-306)
PLN2015-310 (TRP) to create five single family lots and one commonly owned lot, Zoning
PLN2016-068 (PMP) Map Amendment (PLN2015-307) to change the zoning from R-M
(Multiple-Family Residential) to P-D (Planned Development), Parking
Modification Permit (PLN2016-068) to allow uncovered parking in lieu
of covered and Tree Removal Permit (PLN2015-310) to allow removal
of protected trees on property located at **180 Redding Road**. Staff is
recommending that a Mitigated Negative Declaration (PLN2015-308) be
adopted for this project.

STAFF RECOMMENDATION

That the Planning Commission take the following actions:

1. **Adopt a Resolution**, incorporating the attached findings, recommending that the City Council adopt a Mitigated Negative Declaration (PLN2015-308);
2. **Adopt a Resolution**, incorporating the attached findings, recommending that the City Council approve a Zoning Map Amendment (PLN2015-307) to change the zoning district designation from R-M (Multiple-Family Residential) to P-D (Planned Development);
3. **Adopt a Resolution**, incorporating the attached findings, recommending that the City Council approve a Tentative Subdivision Map (PLN2015-306) to create five single family lots and one commonly owned lot, subject to the attached Conditions of Approval;
4. **Adopt a Resolution**, incorporating the attached findings, recommending that the City Council approve a Planned Development Permit (PLN2015-305) for site configuration resulting in the development of five units, architectural design, and creation of lots which do not have frontage on a public street, subject to the attached Conditions of Approval;
5. **Adopt a Resolution**, incorporating the attached findings, recommending that the City Council approve a Parking Modification Permit (PLN2016-068) to allow uncovered parking in lieu of covered, subject to the attached Conditions of Approval; and
6. **Adopt a Resolution**, incorporating the attached findings, recommending that the City Council approve a Tree Removal Permit (PLN2015-310) to allow for the removal of protected trees, subject to the attached Conditions of Approval.

ENVIRONMENTAL DETERMINATION

Development projects are subject to review under the California Environmental Quality Act (CEQA). The level of review required under CEQA is generally commensurate with the scale and complexity of the proposed development. Many projects (e.g., minor land divisions, single-family residences, change of use, etc.) are generally exempt from CEQA. Although small "infill" developments may be found exempt under CEQA Guidelines, the project requires a Zoning Map Amendment which is not generally exempt under CEQA. Development proposals that are not exempt require preparation of an Initial Study that analyzes a project for various potential environmental impacts, including traffic, air and water pollution, greenhouse gas emissions, noise, and various community impacts.

Based on the Initial Study analysis (reference **Attachment 14**), staff prepared a Draft Mitigated Negative Declaration finding that the proposed project will not have a significant effect on the environment with the incorporation of the Draft Mitigation Measures and therefore does not require the preparation of an Environmental Impact Report (EIR). Staff recommends that the Planning Commission adopt a resolution recommending that the City Council approve the Draft Mitigated Negative Declaration. As required by law, the Draft Mitigated Negative Declaration and Initial Study were filed with the County Clerk-Recorder's Office for public review, noticed in the Campbell Express newspaper, and posted on the City's website. The public is also invited to comment on the Draft Mitigated Negative Declaration in writing during the 20-day comment period (March 23 through April 12th) and in person at the Planning Commission public hearing (May 10, 2016) and City Council public hearing (anticipated June 7, 2016).

PROJECT DATA

General Plan Designation:	Low to Medium Density Residential (6-13 units/gr. acre)
Zoning Designation Proposed:	P-D (Planned Development)
Zoning Designation Existing:	R-M (Multiple-Family Residential)
Gross Lot Area:	17,270 square-feet
Net Lot Area:	15,470 square-feet
Previously Proposed Floor Area:	9,190 sq. ft. (59.4%) ¹ ~ 1,838 sq. ft. per unit average
Revised Floor Area:	8,642 sq. ft. (55.8%)² ~ 1,728 sq. ft. per unit average
Floor Area Standard (R-M):	6,641 sq. ft. (50.0%) ~ 1,547 sq. ft. per unit average
Density Proposed:	12.6 units/gr. acre (5 units)
Density Allowed:	6-13 units/gr. acre (3 to 5 units)
Parking Proposed:	15 spaces (10 covered; 5 uncovered)
Parking Required:	15 spaces (12.5 covered; 2.5 uncovered)
Surrounding Uses	
North:	Two-Unit & Three-Unit Townhome Rows
South:	Six-Unit Townhome Rows
East:	Two-Unit Townhome Rows and Detached Single-Family Res.
West:	Single-Family Residence

¹ Floor area previously presented at the April 12, 2016 Planning Commission Meeting (reference **Attachment 17**).

² P-D Zone allows flexibility that is not available in other zoning districts so as to allow developments that are more consistent with site characteristics while creating an optimum quantity and use of open space and good design.

BACKGROUND

Planning Commission Meeting: At its meeting of April 12, 2016, the Planning Commission held a public hearing on the project taking comment from the project architect and neighboring residents. The Commission's discussion focused on the project's floor area ratio, setbacks, and trees as reflected in the meeting minutes (reference **Attachment 18**). After due consideration, the Planning Commission continued the item recommending that the applicant work with staff to reduce the project floor area, increase setbacks (with an emphasis on the rear of Unit 5), and evaluate if additional trees along the rear property line of Unit 5 could be retained. The Planning Commission also directed staff to revise the replacement planting tree species from citrus, to an alternative evergreen species.

DISCUSSION

Applicant's Proposal: The applicant is seeking approval of a five-unit subdivision, consisting of four 1,668 sq. ft. attached townhomes and one 1,960 sq. ft. single-family residence. Each unit would also have a 360 sq. ft. attached 2-car garage, and at least 300-feet of open space (reference **Attachment 13** – Project Plans & Tentative Subdivision Map). The proposal requires a Planned Development Permit, Tentative Subdivision Map, Zoning Map Amendment, Parking Modification Permit and Tree Removal Permit. The site is currently developed with a single-family residence built in 1977 that will be demolished as part of the project. This project requires approval by the City Council.

Project Location: The project site consists of a single parcel located on Redding Road between White Oaks Road and S. Bascom Avenue (reference **Attachment 12** – Location Map). The 15,470 square foot (net area) lot is currently developed with one single-family residence that will be demolished as part of the proposed subdivision. Abutting land uses include a combination of two-unit and three-unit townhome rows to the north, two-unit townhome rows and single-family homes to the east, six-unit townhome rows to the south, and a single-family residence to the west.

ANALYSIS

Continuance Report: This item was continued from the April 12, 2016 Planning Commission Meeting. Please refer to the previous staff report (reference **Attachment 17** - Planning Commission Staff Report ~ April 12, 2016) for an analysis of the property's General Plan Land Use Designation and Zoning, parking, required frontage improvements, and public outreach efforts. This report serves to summarize significant changes to the project since last presented.

Tentative Subdivision Map: Minor changes to the Tentative Subdivision Map were made to match the revised building footprints. The net lot sizes now range from 1,170 sq. ft. to 1,896 sq. ft. in area.

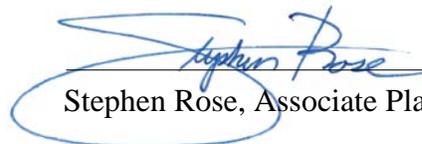
Planned Development Permit: In response to feedback from the Planning Commission and public, the applicant has revised the project plans to reflect a reduction in the floor area ratio from 59.4% to 55.8%. In combination with the reduced floor area, and making adjustments to the building footprints, the entire project has increased the rear setback by one additional foot, and as much as five-feet on Lot 5 where neighborhood concerns were noted.

Rear Setback Comparisons			
	Previously Proposed*	Revised/Proposed*	Net Increase
Unit 1	5-feet	6-feet	+1 foot
Unit 2	6-feet	7-feet	+1 foot
Unit 3	5-feet	6-feet	+1 foot
Unit 4	6-feet	7-feet	+1 foot
Unit 5	5-feet	10-feet	+5 feet

*: The rear setbacks indicated for Units 1 through 4 reflect the narrowest point. Segments of these units are recessed up to 11-feet, 8-inches (Unit 1 & 3) or 12-feet, 8-inches (Unit 2 & 4) behind the garages.

Tree Removal: The revised project plans show the retention of the three largest oak trees on the property (reference **Attachment 16** – Arborist Report; Trees #1, #10, & #11). In contrast with the previous proposal, Tree #10, and Tree #11 are now proposed to be retained as a result of the rear yard of Unit 5 being increased in size. While the applicant evaluated the possibility of retaining the smaller almond, privet, and oak trees which also occur along the rear property line of Unit 5, it was concluded these trees should be removed, consistent with the recommendation of the arborist report. Whereas only two trees are technically required for replacement plantings, the applicant is proposing to plant 17 trees (10 ultra-dwarf evergreen, and 7 dwarf evergreen trees of a non-fruit or eucalyptus species) as part of a comprehensive landscaping plan.

Prepared by:


Stephen Rose, Associate Planner

Approved by:


Paul Kermoyan, Community Development Director

Attachments:

1. Findings Recommending Adoption of File No. PLN2015-308 (Mitigated Negative Dec.)
2. Findings Recommending Approval of File No. PLN2015-307 (Zoning Map Amendment)
3. Conditions of Approval for File No. PLN2015-307 (Zoning Map Amendment)
4. Findings Recommending Approval of File No. PLN2015-306 (Tentative Subdivision Map)
5. Conditions of Approval for File No. PLN2015-306 (Tentative Subdivision Map)
6. Findings Recommending Approval of File No. PLN2015-305 (Planned Development Permit)
7. Conditions of Approval for File No. PLN2015-305 (Planned Development Permit)
8. Findings Recommending Approval of File No. PLN2016-068 (Parking Modification Permit)
9. Conditions of Approval for File No. PLN2016-068 (Parking Modification Permit)
10. Findings Recommending Approval of File No. PLN2015-310 (Tree Removal Permit)
11. Conditions of Approval for File No. PLN2015-310 (Tree Removal Permit)
12. Location Map
13. Revised Project Plans & Tentative Subdivision Map
14. Initial Study, Draft Mitigated Negative Declaration & MMRP
15. SARC Memo - March 22, 2016
16. Arborist Report
17. Previous Planning Commission Staff Report ~ April 12, 2016
18. Planning Commission Minutes

property located at 773 Union Avenue., subject to the conditions of approval, by the following roll call vote:

AYES: Dodd, Finch, Reynolds, Rich and Young
NOES: None
ABSENT: Bonhagen and Kendall
ABSTAIN: None

Chair Dodd advised that this action is final unless appealed in writing to the City Clerk within 10 calendar days.

Chair Dodd read Agenda Item No. 3 into the record as follows:

3. **PLN2015-305** Public Hearing to consider the application of Mike Paydar for
PLN2015-306 Planned Development Permit (PLN2015-305) for the
PLN2015-307 approval of site configuration, architectural design and to
PLN2015-308 create lots which do not have frontage on a public street,
PLN2015-310 Tentative Subdivision Map (PLN2015-306) to create five
PLN2016-068 single family lots and one commonly owned lot, Zoning Map
 Amendment (PLN2015-307) to change the zoning from R-M
 (Multiple-Family Residential) to P-D (Planned Development),
 Parking Modification Permit (PLN2016-68) to allow
 uncovered parking in lieu of covered, and Tree Removal
 Permit (PLN2015-310) to allow the removal of protected
 trees on property located at **180 Redding Road**. Staff is
 recommending that a Mitigated Negative Declaration be
 adopted for this project. Tentative City Council Meeting
 Date: June 7, 2016. Project Planner: *Stephen Rose,*
Associate Planner

Mr. Stephen Rose, Associate Planner, presented the staff report.

Chair Dodd asked if there were questions of staff.

Commissioner Finch asked about how parking would be prohibited in the fire turnaround area. Will it be painted? Will it be self-policed?

Planner Stephen Rose said that this project will have CC&R's that will prohibit any parking in the pavers area that serves as the fire turnaround.

Commissioner Reynolds asked about the reference on page 193 to the possibility of toxic contamination on an adjacent property and whether similar contamination is possible on this site as well.

Planner Stephen Rose explained that the Phase 1 environmental review includes the provision of a geotechnical report. A soils report is not required on a project of this size.

Chair Dodd thanked Planner Stephen Rose for his work with this applicant to get the project to this point.

Chair Dodd opened the Public Hearing for Agenda Item No. 3.

Liehting Tung, Resident on Shelley Ave:

- Asked that the best efforts be given to preserving a fairly large tree (Tree #12), which helps provide privacy screening.

Yong-Dian Jian, Resident on Shelley Ave:

- Stated that he is happy that additional trees will be retained.
- Questioned how the trees on adjacent properties whose canopies are inter-twined with trees to be removed will be dealt with.
- Asked that care be taken to protect the adjacent trees so they are not harmed.

Chair Dodd closed the Public Hearing for Agenda Item No. 3.

Commissioner Finch asked staff to verify that Tree #12 would be retained.

Planner Stephen Rose:

- Explained that with a friendly amendment to the motion, the developer is willing to do so.
- Said that additional amending language would require that care be taken when removing trees to respect neighboring property trees with inter-twined branches to those trees being removed so the neighboring trees are not damaged.

Commissioner Young:

- Reported that he had found the original footprint to be large.
- Added that the changes since made have solved the problem and this project fits better.
- Said that retention of Tree #12 would not interfere with this project.
- Stated that the applicant has done a good job taking the suggestions from the Planning Commission into account.
- Advised that he would be supportive of this request.

Chair Dodd expressed appreciation to the applicant for his work with City staff and giving consideration to the requests of his project site's neighbors.

Motion: **Upon motion of Commissioner Finch, seconded by Commissioner Reynolds, the Planning Commission took the following actions:**

- **Adopted Resolution No. 4289 recommending that the City Council adopt a Mitigated Negative Declaration (PLN2015-308);**
- **Adopted Resolution No. 4290 recommending that the City Council approve a Zoning Map Amendment (PLN2015-307) to**

change the zoning district designation from R-M (Multiple-Family Residential) to P-D (Planned Development);

- Adopted Resolution No. 4291 recommending that the City Council approve a Tentative Subdivision Map (PLN2015-306) to create five single-family lots and one commonly owned lot, subject to the attached Conditions of Approval;
- Adopted Resolution No. 4292 recommending that the City Council approve a Planned Development Permit (PLN2015-305) for site configuration resulting in the development of five units, architectural design and creation of lots which do not have frontage on a public street;
- Adopted Resolution No. 4293 recommending that the City Council approve a Parking Modification Permit (PLN2016-68) to allow uncovered parking in lieu of covered parking; and
- Adopted Resolution No. 4294 recommending that the City Council approve a Tree Removal Permit (PLN2015-310) to allow for the removal of protected trees on property located at 180 Redding Road,

by the following roll call vote:

AYES: Dodd, Finch, Reynolds, Rich and Young
NOES: None
ABSENT: Bonhagen and Kendall
ABSTAIN: None

Chair Dodd advised that this item would be forwarded on to the City Council for final consideration at its meeting on June 7, 2016.

REPORT OF THE COMMUNITY DEVELOPMENT DIRECTOR

Director Paul Kermoyan added the following information to his written report:

- Advised that he forwarded an email to the members of the Commission earlier today with a link to the City’s website to direct them to the webcast of the meeting at which an application for 44 El Caminito was heard.
- Explained that that item (44 El Caminito) will come back before the Commission on May 24th.
- Said that in order for those members who were not at the first hearing, they are being asked to get up to speed on what occurred by reading the staff report and watching the meeting discussion.
- Added that a new staff report will be provided.
- Asked the Commissioners to be prepared to clearly articulate why this proposal either “meets” or “does not meet” the provisions of the City’s General Plan.

ADJOURNMENT

The Planning Commission meeting adjourned at 8:05 p.m. to the next Regular Planning Commission Meeting of **May 24, 2016**.

MEMORANDUM



City of Campbell
City Manager's Department

To: Honorable Mayor Baker and City Council Members **Date:** June 7, 2016
From: Mark Linder, City Manager 
Subject: **Item 12** - 180 Redding Road; Introduce an Ordinance for Zoning Map Amendment & Clearer Reading of Affirmative Actions

The cover page of the City Council staff report reflects a typographical (copy/paste) error in which the Planning Commission is noted as recommending adoption of the Zoning Map Amendment by Resolution where a taking a first reading of an Ordinance is required (second action on the list). All other points in the staff report and attached materials correctly reflect the action as being adopted by Ordinance. Moreover, a cleaner/shorter reading of the action may simply reflect the action (as opposed to also imbedding the recommendation language of the Planning Commission). As such, when taking action in the affirmative, please note that the complete list of actions should be read as follows:

1. **Adopt a Resolution**, adopting a Mitigated Negative Declaration (PLN2015-308);
2. **Introduce an Ordinance**, approving a Zoning Map Amendment (PLN2015-307) to change the zoning district designation from R-M (Multiple-Family Residential) to P-D (Planned Development);
3. **Adopt a Resolution**, approving a Tentative Subdivision Map (PLN2015-306) to create five single family lots and one commonly owned lot, subject to the attached Conditions of Approval;
4. **Adopt a Resolution**, approving a Planned Development Permit (PLN2015-305) for site configuration resulting in the development of five units, architectural design, and creation of lots which do not have frontage on a public street, subject to the attached Conditions of Approval;
5. **Adopt a Resolution**, approving a Parking Modification Permit (PLN2016-068) to allow uncovered parking in lieu of covered, subject to the attached Conditions of Approval; and
6. **Adopt a Resolution**, approving a Tree Removal Permit (PLN2015-310) to allow for the removal of protected trees, subject to the attached Conditions of Approval.



City Council Report

Item: 13.
Category: Public Hearing
Date: June 7, 2016

TITLE: CITY-INITIATED TEXT AMENDMENT TO CAMPBELL MUNICIPAL CODE TO INCLUDE VAPING AS A FORM OF SMOKING (INTRODUCTION OF ORDINANCE / ROLL CALL VOTE)

RECOMMENDATION

Staff recommends that the City Council take a first reading and introduce the attached Ordinance approving a city-initiated text amendment to Campbell Municipal Code Section 6.11.110 to include vaping as a form of smoking.

BACKGROUND

In 1995, after the adoption of California Assembly Bill 13 (California Workplace Smoking Restrictions), the City Council revised Chapter 6.11 of the Campbell Municipal Code (Smoking Pollution Control). The revised ordinance prohibited smoking of tobacco in an enclosed place of business defined as "an area closed by a roof and four walls with appropriate openings for ingress and egress."

Since then numerous legislative actions at the State level have increased restrictions and regulations on smoking and tobacco products. Key legislative actions include:

- In 2002, the State of California restricted smoking within 25 feet of a playground or tot lot sandbox area (California Health Safety Code 104495).
- In 2004, the State of California increased the restriction on smoking in and around public buildings (California Government Code Sections 7596-7598) as follows:
 1. Smoking is prohibited within a building owned and occupied, or leased and occupied, by the state a county a city or a California community college district.
 2. Smoking is prohibited within 20 feet of a main exit, entrance, or operable window of a public building.
- In 2006, the California Air Resources Board declared secondhand smoke, or environmental tobacco smoke, as a Toxic Air Contaminant (TAC), formalizing it as an airborne toxic substance that may cause and/or contribute to death or serious illness.
- On May 4, 2016, Governor Jerry Brown signed the following five tobacco control bills into law:

1. Senate Bill X2-5 regulates e-cigarettes like traditional tobacco products.
2. Senate Bill X2-7 raises the legal age for purchasing tobacco from 18 to 21, with an exception for active members of the military.
3. Assembly Bill X2-7 expands California's smoke-free workplace laws to include self-employed individuals who bring clients to their offices, and removes some exemptions, including for hotel lobbies, bars and warehouse facilities.
4. Assembly Bill X2-9 broadens California's tobacco-free school laws to cover all school property at all times.
5. Assembly Bill X2-11 increases the licensing fees for distributing and selling tobacco products, starting in 2017.

DISCUSSION

Locally, in 2008, the Campbell City Council recognized tobacco smoke as a public nuisance. As such, the Council updated Campbell Municipal Code Section 6.11 (Smoking Pollution Control) to prohibit smoking establishments (e.g. hookah lounges, cigar shops with smoking rooms). In 2011, the Campbell City Council took action to ban smoking in outdoor areas and public parks. However, the current definition of "smoking" does not include using electronic cigarettes (e-cigarettes) or other devices used to inhale vaporized nicotine (personal vaporizers).

"Personal vaporizers" are battery-powered devices used to simulate the experience of smoking and rely on fluid containing nicotine and a heating element to create a vapor that is inhaled and exhaled instead of tobacco smoke. These devices come in a variety of shapes and sizes. Some look like traditional cigarettes ("e-cigarettes"), others appear similar to large ball-point pens ("vaping pens"), while still others are industrial, hookah-sized devices. Using these devices is known as "vaping."

The proposed amendments to Campbell Municipal Code Chapter 6.11 (Smoking Pollution Control) are recommended in order to add "vaping" as a form of smoking. The recommended amendments to Campbell Municipal Code Chapter 6.11 (Smoking Pollution Control) are included in Attachment 1 as either struck-out (~~struck-out~~) deleted text or underlined (underlined) new text.

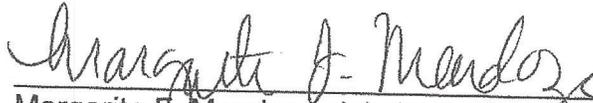
FISCAL IMPACT

There is no fiscal impact associated with the approval of amendments to Municipal Code Section 6.11.110

ALTERNATIVES

1. Do not approve the approved amendments to Municipal Code Section 6.11.110.
2. Provide other direction.

Prepared by:



Margarita F. Mendoza, Administrative Analyst

Reviewed by:



Al Bito, Deputy City Manager

Reviewed by:



William Seligmann, City Attorney

Approved by:



Mark Linder, City Manager

Attachments:

1. Ordinance - Proposed Amendments to Municipal Code Section 6.11.110

Ordinance No. _____

BEING AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CAMPBELL
AMENDING CAMPBELL MUNICIPAL CODE SECTION 6.11.110 TO INCLUDE
VAPING AS A FORM OF SMOKING

The City Council of the City of Campbell does ordain as follows:

SECTION 1: Section 6.11.110 is amended to read as follows, with strikeouts (~~strikeouts~~) indicating deleted text and underlining (underlining) indicating added text:

6.11.110 - Definitions.

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section:

(1) "Bar, tavern, lounge or nightclub" means a facility primarily devoted to the serving of alcoholic beverages, in which the serving of food is incidental. A bar, tavern, lounge or nightclub can be freestanding, but also includes those facilities located within a hotel or motel or other transient occupancy establishment. When a bar, tavern, lounge or nightclub is located in conjunction with another use, such as a restaurant, the definition of bar or tavern applies only to those areas used primarily for the sale and service of alcoholic beverages. Bar, tavern, lounge or nightclub does not include the dining areas of a restaurant, regardless of whether alcohol is served in them.

(2) "Business" means any sole proprietorship, partnership, joint venture, corporation, association and includes any commercial or industrial establishment, including, but not limited to, the common areas of a building which leases space to one or more commercial or industrial tenants.

(3) "Dining area" means any area of a business, which is available to or customarily used by the general public or an employee, and is designed, established, or regularly used for consuming food or drink regardless if located on public or private property or whether enclosed or unenclosed.

(4) "Electronic smoking device" means an electronic and/or battery operated device, the use of which may resemble smoking, which can be used to deliver an inhaled dose of vapors including nicotine or other substances. "Electronic smoking device" includes any such electronic smoking devices, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor. "Electronic smoking

device" does not include any product specifically approved by the United States Food and Drug Administration for use in the mitigation, treatment or prevention of diseases.

~~(4)~~ (5) "Employee" means any person who is employed or retained as an independent contractor by any employer or nonprofit entity in consideration for direct or indirect monetary wages or profit or any person who volunteers his or her services for an employer or nonprofit entity.

~~(5)~~ (6) "Employer" means any person, business or nonprofit entity that retains the services of one or more employees.

~~(6)~~ (7) "Enclosed area" means an area in which outside air cannot circulate freely to all parts of the area, and includes an area that has any type of overhead cover whether or not that cover includes vents or other openings and at least three walls or other vertical boundaries of any height whether or not those boundaries include vents or other openings; or four walls or other vertical boundaries that exceed six feet in height whether or not those boundaries include vents or other openings.

~~(7)~~ (8) "Gaming club" means any gaming club as defined in Section 19802 of the Business and Professions Code or bingo facility as defined in Section 326.5 of the Penal Code that restricts access to minors under the age of eighteen.

~~(8)~~ (9) "Lobby" means the common public area of a hotel/motel in which registration and other similar activities are conducted and in which the establishment's guests and members of the public congregate.

~~(9)~~ (10) "Motion picture theater" means any theater engaged in the business of exhibiting motion pictures.

~~(10)~~ (11) "Person" means any natural person, business, cooperative association, nonprofit entity, personal representative, receiver, trustee, assignee, or other legal entity including government agencies.

~~(11)~~ (12) "Place of employment" means any area under the legal or de facto control of an employer, that an employee or the general public may have cause to enter in the normal course of the operations, regardless of the hours of operation.

~~(12)~~ (13) "Place of public assembly" means a room or chamber in which a public entity conducts a public meeting.

~~(13)~~ (14) "Public place" means any enclosed area to which the public is invited or in which the public is permitted, including, but not limited to banks, educational facilities, health facilities, public transportation facilities, reception areas, restaurants, retail stores, retail service establishments, retail food establishments and waiting rooms. A private residence is not a "public place."

~~(14)~~ (15) "Public recreational area" means any area that is owned or operated by the City of Campbell and open to the general public for recreational purposes, regardless of

any fee or age requirement. The term "recreational area" includes, but is not limited to the community center, the public area located between city hall and the Campbell library commonly known as the orchard city green, parks, playgrounds, sports fields, walking paths, gardens, hiking trails, bike paths, trails, swimming pools, roller-and ice-skating rinks, and skateboard parks.

(15) (16) "Reasonable distance area" means a distance of twenty feet in any direction from any doorway, window opening, crack, or vent of any area where smoking is prohibited under Section 6.11.020 of this chapter, except while actively passing on the way to another destination. Nothing in this definition shall limit or reduce the minimum smoking prohibition distance requirements for any publicly owned or utilized building or structure, subject to state or federal regulations.

(16) (17) "Restaurant" means any coffee shop, cafeteria, luncheonette, tavern, cocktail lounge, sandwich stand, soda fountain, private and public school cafeteria or eating establishment, and any other eating establishment, or organization, club, including veterans' club, boardinghouse, or guesthouse which gives or offers for sale food to the public, guests, patrons or employees, as well as kitchens in which food is prepared on the premises for serving elsewhere, including catering functions, except that the term "restaurant" shall not include a cocktail lounge or tavern if said cocktail lounge or tavern is a "bar" as defined in subsection (1) of this section.

(17) (18) "Service area" means any publicly or privately owned area, including streets and sidewalks, that is designed to be used or is regularly used by one or more persons to receive a service, wait to receive a service or to make a transaction, whether or not such service or transaction includes the exchange of money. The term "Service Area" includes, but is not limited to, information kiosks, automatic teller machines (ATMs), ticket lines, bus stops or shelters, mobile vendor lines or cab lines.

(18) (19) "Smoke" means the any gases, vapors and/or particles released into the air by combustion, electrical ignition, or vaporization when the apparent or usual purpose of the combustion, electrical ignition, or vaporization is human inhalation of the resulting byproducts combustion products, such as, for example, tobacco smoke, except with when the combustible material contains no tobacco or nicotine and the purpose of inhalation is solely olfactory, such as, for example, smoke from incense. The term "smoke," includes, but is not limited to, tobacco smoke, and vapors from an electronic smoking devise.

(19) (20) "Smoking" means engaging in any activity that generates smoke, such as, for example: possessing a lighted pipe, a lighted hookah pipe, a lighted cigar, or a lighted cigarette of any kind; or lighting a pipe, a lighted hookah pipe, a lighted cigar, or a lighted cigarette of any kind, or a heated or activated electronic smoking devise.

(20) (21) "Theatrical productions" means any movie and television production set (indoor or outdoor) and live theater.

~~(21)~~ (22) "Tobacco product" means any substance containing tobacco leaf, and any product or formulation of matter containing biologically active amounts of nicotine that is manufactured, sold, offered for sale, or otherwise distributed with the expectation that the product or matter will be introduced into the human body, but does not include any cessation product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco dependence.

~~(22)~~ (23) "Tobacco store" means a retail store utilized primarily for the sale of tobacco products and accessories and in which the sale of other products is merely incidental.

~~(23)~~ (24) "Unenclosed area" means any area that is not an enclosed area.

~~(24)~~ (25) "Warehouse facility" means a warehouse facility with more than one hundred thousand square feet of total floor space, and twenty or fewer full-time employees working at the facility, but does not include any area within such a facility that is utilized as office space.

~~(25)~~ (26) "Workplace" means any enclosed places of employment with walls and a ceiling. Partitioned, individual offices within a larger office space are included, since they are within a larger building. Individual offices with doors within a larger office space are included, since they are within a larger building. Indoor restaurants are also included, since they are considered enclosed places of employment.

A private residence is not a workplace, except for those residences licensed as family day care homes. In those cases, Smoking is prohibited during the hours when the home is used as a family day care home and in the presence of children.

SECTION 2: This Ordinance shall become effective (30) days following its passage and adoption and shall be published once within fifteen (15) days upon passage and adoption in the Campbell Express, a newspaper of general circulation in the City of Campbell, County of Santa Clara.

PASSED AND ADOPTED this _____ day of _____, 2016 by the following roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

APPROVED:

Jason T. Baker, Mayor

ATTEST:

Wendy Wood, City Clerk



City Council Report

Item: 14.
Category: Public Hearing
Date: June 7, 2016

TITLE: City Council Compensation Adjustment (Introduction of Ordinance/Roll Call Vote)

RECOMMENDATION

That the City Council provide direction on Council compensation for 2017 and introduce an ordinance based on the attachment should that be Council's direction.

DISCUSSION

City Council compensation and adjustments are set under the authority of California Government Code (GC) §36516. State law allows Council salaries to be increased an amount equal to, but not to exceed, 5% for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted.

Current Councilmember salaries are \$650.90 per month. These salaries were last adjusted by an ordinance adopted May 20, 2014 and effective January 2015. Compensation may only be amended at a time when at least one Councilmember begins a new term in office. In the present case, two Council seats will begin new terms on December 6, 2016. As such, now would be the time to adjust the salaries, if desired, to be effective in January 2017.

Past practice has been for Council to adjust the salaries by 5% every two years. However, given the City's budget situation in 2006 and in 2010, the Council voted not to adjust its salary at those times, even though it was authorized to do so under the law.

Attached is a draft ordinance that would amend Council salaries from \$650.90 to \$683.45 per month in accordance with GC §36516. If any modification in salary is recommended, the change would take effect January 15, 2017, the start of the first pay period in the new calendar year.

FISCAL IMPACT

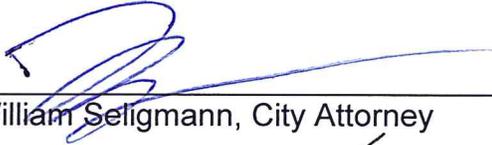
If the Council approves the traditional 5% increase, there would be an additional cost of \$1,953.00 for calendar year 2017. Therefore, the additional \$976.50 would be built into the FY 17 budget to support the salary increase in effect from January 2017 to June 2017.

ALTERNATIVES

1. Approve an ordinance to increase Council salaries by 5% in calendar year 2015 to \$650.90;
2. Modify the ordinance to adjust Council salaries by any amount up to 5%;
3. Decline any salary increase; or
4. Provide other direction to staff.

Prepared by: 
Al Bito, Deputy City Manager

Reviewed by:  Sharif Etman for
Jesse Takahashi, Finance Director

Reviewed by: 
William Seligmann, City Attorney

Approved by: 
Mark Linder, City Manager

Attachment 1 – Ordinance

ORDINANCE NO. _____

**BEING AN ORDINANCE OF THE CITY OF CAMPBELL
ADJUSTING CITY COUNCIL COMPENSATION**

The City Council of the City of Campbell does ordain as follows:

SECTION ONE: Pursuant to California Government Code §36516, the monthly salary of each member of the City Council shall be increased from \$650.90 per month to _____ per month, to commence on January 15, 2017.

SECTION TWO: This ordinance shall become effective thirty days following its passage and adoption, and shall be published once within fifteen days upon passage and adoption in the *Campbell Express*, a newspaper of general circulation in the City of Campbell, County of Santa Clara.

PASSED AND ADOPTED this _____ day of _____, 2016, by the following roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

APPROVED:

Jason T. Baker, Mayor

ATTEST:

Wendy Wood, City Clerk



City Council Report

Item: 15.
Category: Public Hearing
Meeting Date: June 7, 2016

TITLE: INTRODUCTION OF FISCAL YEAR 2017 OPERATING & CAPITAL BUDGETS

RECOMMENDATION

That the City Council review the proposed fiscal year 2016-17 (FY 17) operating & capital budget as presented; provide direction to staff to proceed with finalizing the budget; and establish June 21, 2016 as the date for a public hearing and adoption of the FY 17 Operating and Capital Budget, as well as the Gann Spending Limit.

BACKGROUND

The purpose of this agenda item is to formally introduce the proposed budget to the Council and the public and to obtain feedback and direction prior to the scheduled adoption on June 21st. The budget development process began in January with the distribution of budget packets to each department. The City Council had a priority setting workshop on January 29th to discuss and provide staff with direction on its priorities for the upcoming year. A mid-year budget update report was presented to Council on February 16th which noted that the General Fund was expected to end the year with a surplus of revenues in excess of expenditures.

After holding department meetings with the City Manager in March to discuss preliminary budget requests, a Council budget study session was held on April 4th to present department overviews, budget summaries and proposed work plan items. A subsequent study session was held on May 2nd to review the detailed budget exhibits for the proposed operating budget and to provide Council an opportunity to ask questions on the line item detail for each City program. Citywide revenue summaries and proposed expenditure summaries by department were also presented with highlights of noteworthy changes from the current budget year. Staff also presented the 5-year Capital Improvement Plan (CIP) at this meeting.

Although the detailed budget exhibit pages and draft CIP have been previously distributed for the study session, revised exhibits are included as Attachment 2, and are not being reprinted, but will be available for public viewing on the agenda page of the City's website at www.cityofcampbell.com.

Value, vision and priorities:

A budget is the active reflection of the vision, values, and priorities of a community. The proposed FY 17 Operating Budget and 2017-2021 Five Year Capital Improvement Plan are in alignment with the City Council adopted vision, key strategies, and values.

The budget also advances the Council priorities for the upcoming fiscal year. The Council priorities have been incorporated into each department's work plans for FY 17.

The City of Campbell Vision is:

Campbell will remain a friendly community and develop a stronger sense of identity characterized by the active involvement of its citizens and business in all aspects of community life.

It will be a safe, cleaner, more well-balanced small town with connected neighborhoods set in an attractive and comfortable environment. Campbell City government will be increasingly fiscally self-reliant, provide more effective basic municipal services, and foster regional cooperation and local partnerships.

The proposed Operating and Capital Improvement budgets focus resources on achieving this vision. The budgets are also consistent with the values adopted by the City Council which are reviewed by the Council every other year. The Campbell Values are:

- *Community*
- *Honesty*
- *Civility*
- *Equality*
- *Teamwork*
- *Accountability*

City staff uses these values in its deliberation and preparation of the proposed budgets.

DISCUSSION

Executive Summary

The proposed FY 17 budget continues to build upon the strength of the economic recovery and expansion which has been ongoing for over seven years. This includes additional staffing requests needed to meet the increased demands for service resulting from new project developments that have created more housing units, commercial and office space as well as increased population and traffic. This budget also incorporates many of the priorities that the Council established through its annual priority workshop in January. Some of the more significant issues surrounding this year's operating budget include development related impacts on the planning review process, building permit review and inspection and process for land development review of public improvements. This new growth creates impacts on public safety and the ability of the City to provide the needed levels of service to an increasing population of residents. This budget seeks to address some of these issues. The City will also be in an election year and a revenue ballot measure is a possibility.

The proposed budget is funded with a combination of ongoing revenue and reserves, primarily from the Capital Improvement Program Reserve (CIPR), that will be used to

fund expenditures considered to be one-time in nature. All of the limited term positions in the budget are proposed to utilize CIPR as there is a presumption that these positions will end at some point in the near future once the workload and/or economy begins to decline.

The proposed budget assumes the health of the economy remains positive and strong and addresses major work plan items and Council priorities. City staff continues to shoulder a significant workload consisting of both operating and capital projects requiring additional resources to provide for the level of services needed to keep up with service priority demands.

Total City revenues are estimated at \$62.3 million, an increase of 3% over FY 16 estimated revenues, while related expenditures are proposed at \$62.0 million and an increase of 2% over FY 16 estimated expenditures. The net difference is an excess of revenues and other funding sources over expenditures of \$0.3 million.

Looking at the **General Fund** by itself, revenues are estimated to be \$49.5 million, an increase of 5% over FY 16 estimated revenues while expenditures are proposed at \$49.0 million, an increase of 3% over FY 16 estimated expenditures. The resulting net impact is a proposed budget having an excess of revenues and other funding sources over expenditures of \$0.5 million, most of which is attributable to an increase of property tax and other taxes.

The proposed FY 17 budget is balanced whereby operating revenues, including use of reserves, equal or exceed operating expenditures in all funds. The budget utilizes approximately \$2.3 million in operating reserves, of which \$1.5 million represents General Fund reserves. No use of the Economic Fluctuation Reserve (EFR) is contemplated in this budget.

In response to Council's feedback on the **Capital Budget** at the May 2nd study session and its desire to address the CIPR five year negative fund balance of approximately \$178,000, and to enhance the City's Pavement Condition Index via the street maintenance program, an additional \$800,000 in CIPR funds were added to the Annual Street Maintenance project in Year 1. This was achieved by removing several CIPR supported projects and placing them on the CIP Unfunded List. These projects include Ainsley Garden Rear Patio Enhancement; City Hall Refresh; City Hall Space Study; Community Center Bathroom Upgrades (Years 3 to 5); Community Center Track Resurface; Museum Warehouse Storage Remodel; and Community Center Turf Conversion. Additionally, two proposed projects previously supported by CIPR are now funded by Park Dedication Fees: Community Center E-Wing Improvements and Fischer Park Playground Improvements. A \$50,000 projected year end surplus has also been incorporated into Year 1 funding. With these changes to the proposed capital projects

budget, the five year CIPR fund balance now projects a remaining fund balance of approximately \$30,000. Revised capital project summaries are attached (Attachment 1).

On May 24th, the Planning Commission reviewed the proposed capital improvement projects appearing in the five year CIP and found them to be categorically exempt under CEQA and consistent with the City's General Plan.

The revised five-year Capital Improvement Plan (CIP) contains 28 funded projects totaling \$12.2 million, 20 of which are new this year. There are 21 projects requiring appropriations totaling \$4.9 million in FY 17, which is scheduled to occur with the adoption of the operating and capital budget on June 21st. The remaining four years of the CIP function as a project planning and budgeting tool.

Revenue Highlights The two tables that follow provide a comparison of the FY 17 proposed City revenues to the FY 16 estimated actual. While the City enjoys a relatively broad revenue base, the two most significant sources of ongoing revenues are sales and property tax receipts which are discussed below. Other revenue sources with significant changes from the previous year are also discussed.

Total City Operating Revenues (in 000's)				
Revenue Description	FY 17 Proposed	FY 16 Estimated	Amount Change	Percent Change
Property Tax	\$ 13,093	\$ 12,504	\$ 589	5%
Sales Tax	15,022	14,850	172	1%
Franchise Tax	3,310	2,851	459	16%
Transient Occupancy Tax	4,750	4,500	250	6%
Other Taxes	1,246	1,124	122	11%
Licenses & Permits	2,183	2,693	(510)	-19%
Other Revenue	1,363	1,405	(42)	-3%
Intergovernmental Revenue	1,315	1,390	(75)	-5%
Charges for Services	5,136	4,953	183	4%
Interfund Charges	3,215	2,806	409	15%
Rentals / Leases	2,673	2,468	205	8%
Special Assessments	1,326	1,303	23	2%
Operating Reserves	2,347	2,069	278	13%
Interfund Operating Transfers	5,348	5,318	30	1%
Total City	\$ 62,327	\$ 60,234	\$ 2,093	3%

Sales Tax is the largest component of the General Fund budget. It is proposed at \$15.0 million, which represents approximately 31% of the General Fund's net operating revenues, excluding operating reserves that are not considered an ongoing revenue source. This revenue base is comprised of approximately 5,000 diverse businesses throughout the City (although not all of these generate sales tax). While most of the largest sales tax producers can be considered stable businesses, they are still subject to the fluctuations from general and regional economic conditions which have a direct

impact on the City's sales tax revenue base. Over the past year, this critical revenue source continued to grow; however, the rate of increase has slowed down and is expected to level off over the next couple of years. Notable strength has come from restaurants and building materials/retail segments.

Also worth noting, a significant component of the total sales tax number above is the ¼ cent add-on that became effective in April, 2009 resulting from the passage of Measure O by Campbell voters. This portion of the sales tax alone is estimated to generate \$2.7 million, or almost 18%, of the total sales tax revenue, in FY 17.

Property Tax revenue for FY 17 is proposed at \$13.1 million and is the second largest single revenue source for the City. Of this amount, approximately \$0.8 million comes from the Campbell Municipal Lighting District (CMLD) leaving \$12.3 million for General Fund operations. This represents approximately 26% of General Fund net operating revenue. Assessed values on secured and unsecured properties have continued to grow as a result of a strong job market and low unemployment that has combined with low interest rates to continue the ongoing demand for housing. Development activity in the City has been vigorous and reflects the fact that housing supply is not keeping up with the demand. Additionally, the County base tax roll is also expected to grow from the sales of pre-Proposition 13 homes whose values then increase to current market levels.

Franchise Tax revenue is expected to increase by almost \$0.5 million (16%) attributable to increased garbage and cable collections.

Transient Occupancy Tax revenue is budgeted to increase by almost \$0.3 million (6%) attributable to another year of a strong and vibrant economy, in particular, from continuing business and leisure travel in and around Silicon Valley. As corporate technology companies remain busy, occupancy and room rates have also increased to accommodate related demand, especially with extended stays. This revenue source now comprises nearly 10% of net General Fund revenue.

Licenses and Permits revenue is budgeted to decrease by \$0.5 million from estimated FY 16 revenues. Building and development activity has seen significant growth over the past several years, and FY 16 is anticipated to be an all-time peak year for collected revenues due to the volume and magnitude of some large projects that were approved during this year. Consequently, next year's estimates reflect a reduction from this atypical level of receipts. Nonetheless, it is anticipated that these revenues will remain strong to the extent the economy does not falter.

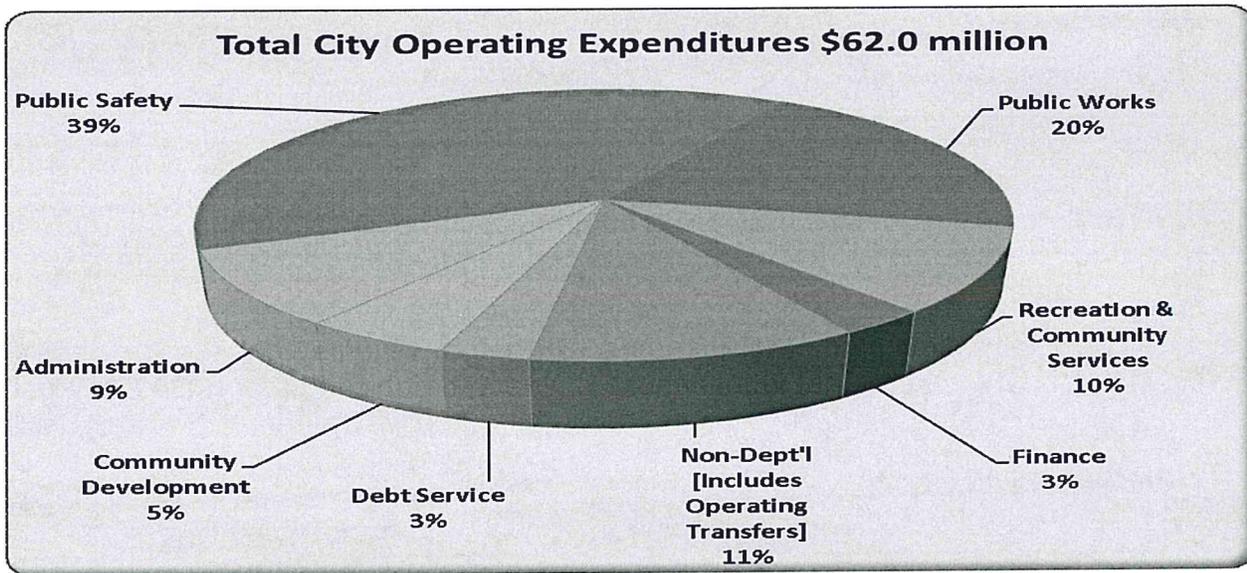
Interfund Charges are budgeted to increase by \$0.4 million (15%) due to the need to replenish internal service fund reserves that have been drawn down over the years. With the replacement of a significant amount of technology and vehicle fleet assets over the past couple of years, in addition to increased worker's compensation claims, additional resources are required to maintain these funds at adequate levels.

Operating Reserves is proposed to increase by \$0.3 million (13%) due primarily to use

of the Capital Improvement Program Reserve (CIPR) to fund limited term positions for two years which are considered one-time expenditures for budgetary funding purposes. CIPR is also being used to fund other one-time purchases such as certain new assets for the vehicle and technology pool funds, equipment for the Community Center and consulting work in Public Works.

Expenditure Highlights

The following chart presents total City expenditures by function including their percentage of the total budget:



The following tables present total City Operating expenditures by function and General Fund Operating expenditures by function including their percentage of the total budget:

Function	FY 2017 Adopted	FY 2016 Estimated	\$ Change	% Change
Public Safety	\$ 24,614	\$ 22,922	\$ 1,692	7%
Public Works	12,457	12,059	398	3%
Recreation & Community Services	6,043	5,744	299	5%
Non-Dept'l [Includes Operating Transfers]	7,045	7,025	20	0%
Administration	5,586	6,040	(454)	-8%
Finance	1,572	1,551	21	1%
Community Development	3,098	3,701	(603)	-16%
Debt Service	1,600	1,604	(4)	0%
Total City	\$ 62,015	\$ 60,646	\$ 1,369	2%

General Fund Operating Expenditures (in 000's)				
Function	FY 2017 Adopted	FY 2016 Estimated	\$ Change	% Change
Public Safety	\$ 24,613	\$ 22,812	\$ 1,801	8%
Public Works	5,745	5,533	212	4%
Recreation & Community Services	6,043	5,744	299	5%
Non-Departmental (<i>includes Operating Transfer</i>)	5,141	5,066	75	1%
Administration	3,066	3,208	(142)	-4%
Finance	1,567	1,546	21	1%
Community Development	2,835	3,447	(612)	-18%
Total City	\$ 49,010	\$ 47,356	\$ 1,654	3%

Total City expenditures are proposed at \$62.0 million, a 2% increase over estimated FY16 amounts. With respect to the General Fund, budgeted operating expenditures are proposed to increase by \$1.7 million to \$49.0 million which is 3% higher than the FY 16 estimated amounts.

The expenditure increases are attributable to several factors. First, the budget incorporates future salary and health benefit increases for bargaining groups, pursuant to existing contract terms. Additionally, other benefit costs, principally mandatory retirement contributions, continue to increase at higher than average rates due to a combination of changes in demographic assumptions and funding policies by CalPERS that are intended to achieve higher targeted funding levels of the pension system over a shorter period of time than in the past. Investment in technology also continues while programs and services are expanding pursuant to Council's priorities. Consequently, additional staffing is proposed to address these priorities as well as to keep up with the ongoing growth in demand for services stemming from an economy that is continuing to expand.

Notable highlights included in the FY 2017 proposed budget are as follows:

In the **City Manager's Office**, a part-time Office Assistant is proposed to be shared among the four divisions to assist in helping manage the department's administrative workload. An increase in the total funding for social services sub-grants is proposed as well as additional funding for the annual volunteer luncheon. The budget also contains funding for the November, 2016 general election including a possible revenue ballot measure. While there is also the possibility of an additional initiative that may qualify for the ballot in November, funding for this potential measure is not included in the

proposed budget; rather, it will be brought forward for appropriation as a separate request if it is determined that this measure will qualify for the ballot.

The Information Technology division has requested funding for contract support services to assist in completing a number of critical and priority projects. Also being funded are various networking and storage equipment devices needed for the stable and reliable operation of the City's data systems. New technology is being added to either replace or upgrade older equipment and systems that are past their useful lives. These include replacing City's Storage Area Network (SAN), network switches, network copiers for the Service Center and City Manager's Office, and irrigation controller system. Also planned are the implementation of remote backup and replication of the City's data store at the Community Center, e-mail retention, and web-based building inspections (FY 16 carryover). Other noteworthy items include evaluating an automated agenda packet creation and distribution systems as well as options for bar coding for Police Department evidence.

The **Recreation and Community Services Department** is implementing in its Adult Services program a pilot case management program for seniors-at-risk. Room rentals at the Community Center are expected to bring in higher revenue offset with requested additional temporary staffing hours. One-time purchases of new chairs for Q80 and upgrade of audio/visual equipment in rental rooms is also planned.

Museum revenues are expected to be lower compared to the current year, and notable items include design and fabrication of two new exhibits for the Historical Museum and digitizing the museum collection. The Heritage Theatre program is planning to add an additional show to the season.

In Sports/Aquatics/Fitness, revenues are expected to be lower compared to the current year while preschool/day camp/enrichment classes expect revenues to be higher due to fee increases. Temporary wages are expected to increase due to implementing new minimum wage requirements.

The **Finance Department** has only a couple of notable changes in its proposed budget. The first is for coordinating a study of the City's cost allocation and user fees. This will ensure the costs of delivering user fee services are identified and captured along with related cost recovery percentages and recommendations for increasing up to 100% these costs in the form of user fees based on Council policy and determination. In Non-departmental program, prefunding of the OPEB liability trust fund is proposed consistent with the 10-year phase-in plan to reach 100% of the required annual funding requirement. There is also an expected modest increase in the City's insurance premiums.

The **Community Development Department** is proposing to convert the Planning Manager position to a Senior Planner while adding a two-year limited term Planning Technician (1.0 FTE) to replace a temporary (0.5 FTE) Project Planner position. Non-staffing cost increases include a new historic preservation and museum application and an increase in funding for architectural advisory services.

In the Building division, staff is requesting an extension of the limited term Senior Building Inspector for another two years due to continued workload resulting from ongoing development projects. Also, the professional services budget has been increased to provide contract permit technician services.

In the Housing Assistance fund, funding is requested for a consultant that will oversee the City's Below Market Rate (BMR) housing program.

At the May 17th Council Study Session, Council requested staff provide metrics to quantify the results of the effort being devoted to economic development. Additional staffing resources have been included in the proposed budget to address this issue.

In the **Police Department**, two police officers are proposed to be added that will bring the total number of sworn officers to 44. The need is based on increased service demands as population continues to grow from new housing developments and having one of the lowest numbers of officers per 1,000 populations in the County in addition to also having one of the highest arrest and reports per officer as well. Related to the growth in officer activity and arrests, an additional 1.0 FTE Records Specialist is proposed to address the backlog in processing the increased number of reports and other documents over the years. A permanent Community Services Officer position is being eliminated and replaced with a temporary Public Safety Assistant.

Also in the budget is the second year of a three year assessment for the Silicon Valley Regional Communications agreement. Funding for CERT (Community Emergency Response Team) equipment and supplies are being increased. The contract with County Fire, which the Department oversees, is expected to increase by approximately 4%.

The **Public Works Department's Engineering** section is proposing to add a 0.5 FTE temporary Transportation Specialist and to extend and increase a temporary management intern to 0.8 FTE. In the Traffic Engineering program (720), an upgrade of a signal controller and cabinet replacement at Pollard & More is planned, while in the Engineering program (730), a 1.0 FTE two-year limited term Assistant Engineer is being requested to provide needed support to address workload issues. An Assistant Engineer is also being reclassified to an Associate Engineer position to reflect the needs of this program.

The **Public Works Maintenance** Administration section is planning to increase its Office Assistant from 0.9 FTE to 1.0 FTE. In the Vehicle and Equipment Maintenance program (750), funding is requested to replace a number of vehicles and equipment including one unmarked Police vehicle, a Police all-terrain vehicle, two light duty trucks, a Parks flatbed truck, a small motorized cart for Parks and a large ride-on mower. A request is being made for two new light duty pickup trucks for Parks.

In the Streets section, recycled water service and weekend litter receptacles in the Downtown have been added this year. In the Signals & Lighting section, new funding for maintenance and repair of EV charging stations is included. In the Parks Maintenance section, new funding is being added for maintenance on the newly

installed Hacienda Streetscape and for the irrigation control conversion. Building Maintenance is proposing to increase the temporary Project Manager by 0.15 FTE in anticipation of a number of projects included in the budget for next year.

Changes to *Capital Improvement Plan (CIP)* – The following table provides a recap of the changes to the CIP as presented at the May 2nd Study Session. The changes were made in order to accommodate Council’s direction to increase funding for street maintenance to \$2.0 million in FY17.

Previous Five Year CIP Total (all funds)	\$11,489,000
Annual Street Maintenance	\$800,000
Citywide Park Playground Renovations	\$650,000
Ainsley Garden Rear Patio Enhancement	(\$55,000)
City Hall Refresh	(\$100,000)
City Hall Space Plan	(\$50,000)
CCC Bathroom Upgrades (Years 3-5)	(\$120,000)
CCC Track Resurface	(\$150,000)
CCC Turf Conversion	(\$50,000)
Fischer Park Playground Improvements	(\$100,000)
Museum Warehouse Storage Remodel	(\$94,000)
Revised Five Year CIP Total (all funds)	\$12,220,000

FISCAL IMPACT

The proposed operating and capital expenditure budgets for FY 17 are approximately \$62.0 million, and \$4.9 million, respectively, excluding capital and related transfers. The budget includes total revenue sources of \$62.3 million, including use of operating reserves of \$2.3 million and capital funding sources of \$4.9 million comprising all operating funds of the City. The General Fund has estimated revenues of \$49.5 million and proposed expenditures of \$49.0 million, including the use of \$1.5 million in reserves, with no draws coming from the Economic Fluctuations Reserve. This is expected to result in a budgetary surplus of \$0.5 million.

Multi-year Financial Projections

Beyond FY 17, General Fund multi-year projections of revenues and expenditures for FY 18 anticipate a modest surplus of \$0.2 million, and in FY 19, a breakeven budget. In FY 20 and FY 21, deficits of \$0.6 million and \$1.5 million, respectively are projected due to incorporating the impacts of an economic slowdown which is anticipated to possibly occur around this period of time. Also contributing to this situation is continuing anticipated increases in the CalPERS’ employer rates that are expected to rise over the next five years and beyond. History has demonstrated that the economy operates in cycles (approximately every 7-10 years) and that a pull-back or decline is always possible and can occur at any time. Accordingly, the City will need to give serious consideration to its discretionary expenditures in terms of prioritization, especially in light of reduced revenues that may be on the horizon. At the same time, staff will have

to continue to find ways to contain costs and enhance revenues while continuing to provide a high level of quality services to the Campbell community.

NEXT STEPS

At the Council meeting, staff will present the highlights of the proposed budget and answer any questions Council may have. There will also be opportunity for Council to take public comment on the budget. Direction from Council will allow staff to proceed with finalizing the preparation of the FY 17 operating & capital budgets for formal adoption. Staff will incorporate any necessary modifications to this proposed budget and present it for adoption on June 21st. Adoption of the Gann Appropriations Limit is also scheduled as a separate item on the same agenda.

Prepared By: 
Jesse Takahashi, Finance Director

Approved By: 
Mark Linder, City Manager

Attachments:

1. Revised CIP summaries and cash flows
2. Revised budget exhibits

Capital Improvement Plan Summaries

By Category

	2016/17	2017/18	2018/19	2019/20	2020/21	TOTAL
Community Center						
Project						
Community Center Aquatic Feasibility Study	\$ 60,000					\$ 60,000
Community Center Bathroom Upgrades	40,000	40,000				80,000
Community Center Play Area - Construction		250,000				250,000
Community Center Play Area - Design	50,000					50,000
Community Center E -Wing Improvements		280,000				280,000
Community Center HVAC Improvements	50,000					50,000
Community Center Q-80 and Q-84 Improvements	100,000					100,000
Community Center Outdoor Exercise Station Renovation	115,000					115,000
Community Center Sports Fields Irrigation Upgrades	50,000					50,000
Sub-total	\$ 465,000	\$ 570,000	\$ -	\$ -	\$ -	\$ 1,035,000

Parks & Open Space						
Project						
Campbell Park Improvements - Design	50,000					50,000
Campbell Park Improvements - Construction		450,000				450,000
Citywide Park Playground Renovations	100,000	200,000	200,000	200,000	200,000	900,000
Los Gatos Creek Trail Feasibility Study		100,000				100,000
Sub-total	\$ 150,000	\$ 750,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,500,000

Public Facility (Buildings)						
Project						
ADA Transition Plan Improvements	\$ 50,000		\$ 50,000		\$ 50,000	\$ 150,000
Service Center Storage Bins and Covers	60,000					60,000
Service Center Portable Building Replacement	125,000					125,000
Service Center Solar Canopy		100,000				100,000
Sub-total	\$ 235,000	\$ 100,000	\$ 50,000	\$ -	\$ 50,000	\$ 435,000

Public Facility (Equipment)						
Project						
Silicon Valley Radio Communications Systems (SVRCS)	\$ 900,000					\$ 900,000
Sub-total	\$ 900,000	\$ -	\$ -	\$ -	\$ -	\$ 900,000

Capital Improvement Plan Summaries

By Category

	2016/17	2017/18	2018/19	2019/20	2020/21	TOTAL
Public Facility (I-T)						
Project						
Public Safety Forensic 3D Scanner	\$ 75,000					\$ 75,000
Sub-total	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ 75,000

Streets & Signals						
Project						
Accessibility Ramps		\$ 50,000		\$ 50,000		\$ 100,000
Annual Street Maintenance	2,000,000	1,200,000	1,100,000	1,000,000	1,000,000	6,300,000
Bike/Pedestrian and Traffic Safety Improvements	45,000	45,000	45,000	45,000	45,000	225,000
Campisi Way Feasibility Study	150,000					150,000
Citywide ITS Enhancements Project	500,000					500,000
Eden Avenue Sidewalk Improvements		100,000				100,000
Miscellaneous Storm Drainage Improvements	50,000		50,000		50,000	150,000
Sidewalk/Curb and Gutter Replacement	100,000	100,000	100,000	100,000	100,000	500,000
Winchester Boulevard ITS Phase II	250,000					250,000
Sub-total	\$ 3,095,000	\$ 1,495,000	\$ 1,295,000	\$ 1,195,000	\$ 1,195,000	\$ 8,275,000

GRAND TOTAL	\$ 4,920,000	\$ 2,915,000	\$ 1,545,000	\$ 1,395,000	\$ 1,445,000	\$ 12,220,000
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Capital Improvement Plan Summaries

By Responsible Department

	2016/17	2017/18	2018/19	2019/20	2020/21	TOTAL
Public Works						
Project						
Accessibility Ramps		\$ 50,000		\$ 50,000		\$ 100,000
ADA Transition Plan Improvements	50,000		50,000		50,000	150,000
Annual Street Maintenance	2,000,000	1,200,000	1,100,000	1,000,000	1,000,000	6,300,000
Bike/Pedestrian and Traffic Safety Improvements	45,000	45,000	45,000	45,000	45,000	225,000
Campisi Way Feasibility Study	150,000					150,000
Campbell Park Improvements - Design	50,000					50,000
Campbell Park Improvements - Construction		450,000				450,000
Citywide ITS Enhancements Project	500,000					500,000
Citywide Park Playground Renovations	100,000	200,000	200,000	200,000	200,000	900,000
Community Center Outdoor Exercise Station Renovation	115,000					115,000
Community Center Sports Fields Irrigation Upgrades	50,000					50,000
Eden Avenue Sidewalk Improvements		100,000				100,000
Los Gatos Creek Trail Feasibility Study		100,000				100,000
Miscellaneous Storm Drainage Improvements	50,000		50,000		50,000	150,000
Service Center Storage Bins and Covers	60,000					60,000
Service Center Portable Building Replacement	125,000					125,000
Service Center Solar Canopy		100,000				100,000
Sidewalk/Curb and Gutter Replacement	100,000	100,000	100,000	100,000	100,000	500,000
Winchester Boulevard ITS Phase II	250,000					250,000
Sub-total	\$3,645,000	\$ 2,345,000	\$ 1,545,000	\$1,395,000	\$ 1,445,000	\$ 10,375,000

Police Department						
Project						
Public Safety Forensic 3D Scanner	\$ 75,000					\$ 75,000
Silicon Valley Radio Communications Systems (SVRCS)	900,000					900,000
Sub-total	\$ 975,000	\$ -	\$ -	\$ -	\$ -	\$ 975,000

Recreation & Community Services						
Project						
Community Center Aquatic Feasibility Study	60,000					60,000
Community Center Bathroom Upgrades	40,000	40,000				80,000
Community Center E -Wing Improvements		280,000				280,000
Community Center HVAC Improvements	50,000					50,000
Community Center Play Area - Construction		250,000				250,000
Community Center Play Area - Design	50,000					50,000
Community Center Q-80 and Q-84 Improvements	100,000					100,000
Sub-total	\$ 300,000	\$ 570,000	\$ -	\$ -	\$ -	\$ 870,000

GRAND TOTAL	\$4,920,000	\$ 2,915,000	\$ 1,545,000	\$1,395,000	\$ 1,445,000	\$ 12,220,000
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Projects in **BOLD** Indicate a New Project for FY 16/17

Capital Improvement Plan Summaries

By Funding Source

	2016/17	2017/18	2018/19	2019/20	2020/21	TOTAL
Capital Improvement Reserve						
Project						
ADA Transition Plan Improvements	\$ 50,000		\$ 50,000		\$ 50,000	\$ 150,000
Annual Street Maintenance	1,155,000	355,000	355,000	255,000	255,000	2,375,000
Campisi Way Feasibility Study	150,000					150,000
Community Center Bathroom Upgrades	40,000	40,000				80,000
Community Center HVAC Improvements	50,000					50,000
Community Center Q-80 and Q-84 Improvements	100,000					100,000
Community Center Sports Fields Irrigation Upgrades	50,000					50,000
Public Safety Forensic 3D Scanner	75,000					75,000
Sidewalk/Curb and Gutter Improvements	50,000	50,000	50,000	50,000	50,000	250,000
Silicon Valley Radio Communications Systems (SVRCS)	900,000					900,000
Sub-total	\$ 2,620,000	\$ 445,000	\$ 455,000	\$ 305,000	\$ 355,000	\$ 4,180,000

Construction Tax						
Project						
Accessibility Ramps		\$ 50,000		\$ 50,000		\$ 100,000
Bike/Pedestrian and Traffic Safety Improvements	25,000	25,000	25,000	25,000	25,000	125,000
Eden Avenue Sidewalk Improvements		50,000				50,000
Sidewalk/Curb and Gutter Replacement	50,000	50,000	50,000	50,000	50,000	250,000
Sub-total	\$ 75,000	\$ 175,000	\$ 75,000	\$ 125,000	\$ 75,000	\$ 525,000

Environmental Services Funds						
Project						
Eden Avenue Sidewalk Improvements		\$ 50,000				\$ 50,000
Miscellaneous Storm Drainage Improvements	50,000		50,000		50,000	150,000
Sub-total	\$ 50,000	\$ 50,000	\$ 50,000	\$ -	\$ 50,000	\$ 200,000

Capital Improvement Plan Summaries

By Funding Source

	2016/17	2017/18	2018/19	2019/20	2020/21	TOTAL
Grants / Private						
Project						
Annual Street Maintenance	\$ 215,000	\$ 215,000	\$ 215,000	\$ 215,000	\$ 215,000	\$ 1,075,000
Bike/Pedestrian and Traffic Safety Improvements	20,000	20,000	20,000	20,000	20,000	100,000
Citywide ITS Enhancements Project	500,000					500,000
Service Center Storage Bins and Covers	60,000					60,000
Service Center Portable Building Replacement	125,000					125,000
Service Center Solar Canopy		100,000				100,000
Winchester Boulevard ITS Phase II Project	250,000					250,000
Sub-total	\$ 1,170,000	\$ 335,000	\$ 235,000	\$ 235,000	\$ 235,000	\$ 2,210,000

Parkland Dedication						
Project						
Campbell Park Improvements - Design	50,000					50,000
Campbell Park Improvements - Construction		450,000				450,000
Citywide Park Playground Renovations	100,000	200,000	200,000	200,000	200,000	900,000
Community Center Aquatic Feasibility Study	60,000					60,000
Community Center E -Wing Improvements		280,000				280,000
Community Center Outdoor Exercise Station Renovation	115,000					115,000
Community Center Play Area - Construction		250,000				250,000
Community Center Play Area - Design	50,000					50,000
Los Gatos Creek Trail Feasibility Study		100,000				100,000
Sub-total	\$ 375,000	\$1,280,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 2,255,000

Vehicle Impact Fees - Garbage						
Project						
Annual Street Maintenance	\$ 330,000	\$ 330,000	\$ 330,000	\$ 330,000	\$ 330,000	\$ 1,650,000
Sub-total	\$ 330,000	\$ 1,650,000				

Vehicle Impact Fees - Building Permits						
Project						
Annual Street Maintenance	\$ 300,000	\$ 300,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,200,000
Sub-total	\$ 300,000	\$ 300,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,200,000

GRAND TOTAL	\$ 4,920,000	\$2,915,000	\$1,545,000	\$1,395,000	\$1,445,000	\$12,220,000
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**CIP Five Year Cash Flow Analysis
FY 16-17 Through FY 20-21**

CIPR - Designated Fund Balance - Fund 101

	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	Total FY17-21
Designated CIP Fund Balance-- July 1	\$ 6,947,438	\$ 3,091,438	\$ 1,745,438	\$ 1,090,438	\$ 585,438	6,947,438
Add Projected Revenues:						
Projected Surplus Estimated at FYE	50,000	-	-	-	-	-
Total Projected Resources	50,000	-	-	-	-	-
Less Projected Expenditures:						
Five Year CIP Proposed	2,620,000	445,000	455,000	305,000	355,000	4,180,000
Two Year Approved Postions	1,002,000	701,000	-	-	-	1,703,000
Operating & Capital Budget Adj.	284,000	200,000	200,000	200,000	200,000	1,084,000
Sub-Total Expenditures	3,906,000	1,346,000	655,000	505,000	555,000	6,967,000
Projected Available Fund Balance	\$ 3,091,438	\$ 1,745,438	\$ 1,090,438	\$ 585,438	\$ 30,438	\$ 30,438

FIVE YEAR CIP PROPOSED--RECAP BY PROJECT

ADA Transition Plan	50,000	-	50,000	-	50,000	150,000
Annual Street Maintenance	1,155,000	355,000	355,000	255,000	255,000	2,375,000
Campisi Way Feasability Study	150,000	-	-	-	-	150,000
Community Center Bathroom Upgrades	40,000	40,000	-	-	-	80,000
Community Center HVAC Improvements	50,000	-	-	-	-	50,000
Forensic 3D Scanner	75,000	-	-	-	-	75,000
HVAC Improvements at Community Center	50,000	-	-	-	-	50,000
Improvements for Q-80 and Q-84	100,000	-	-	-	-	100,000
Sidewalk / Curb and Gutter Improvements	50,000	50,000	50,000	50,000	50,000	250,000
SVRCS	900,000	-	-	-	-	900,000
Totals	\$ 2,620,000	\$ 445,000	\$ 455,000	\$ 305,000	\$ 355,000	\$ 4,180,000

**CIP Five Year Cash Flow Analysis
FY 16-17 Through FY 20-21**

Construction Tax - Designated Fund Balance - Fund 101

	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	Total FY17 to 21
Designated Fund Balance--July 1	\$ 183,543	\$ 178,543	\$ 73,543	\$ 68,543	\$ 13,543	\$ 183,543
Add Projected Revenues:						
Construction Tax	65,000	65,000	65,000	65,000	65,000	325,000
Total Projected Revenues	70,000	70,000	70,000	70,000	70,000	325,000
Less Projected Expenditures:						
Civic Center Pedestrian Pathway Improvements	-	-	-	-	-	-
Five Year CIP Proposed	75,000	175,000	75,000	125,000	75,000	525,000
Operating budget expenditures						-
Carryforward from prior years						-
Sub-Total Expenditures	75,000	175,000	75,000	125,000	75,000	525,000
Projected Fund Balance Designation	\$ 178,543	\$ 73,543	\$ 68,543	\$ 13,543	\$ 8,543	\$ 8,543

Environmental Services Storm Drain Reserves - Fund Balance - Fund 209

	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	Total FY17 to 21
Environ. Svcs.	Environ. Svcs.	Environ. Svcs.	Environ. Svcs.	Environ. Svcs.	Environ. Svcs.	Environ Svcs.
Storm Drain Res	Storm Drain Res	Storm Drain Res	Storm Drain Res	Storm Drain Res	Storm Drain Res	Storm Drain Res
Fund Balance	Fund Balance	Fund Balance	Fund Balance	Fund Balance	Fund Balance	Fund Balance
FD 209	FD 209	FD 209	FD 209	FD 209	FD 209	FD 209
Available Reserve--July 1	\$ 163,032	\$ 133,532	\$ 104,032	\$ 74,532	\$ 95,032	\$ 163,032
Add Projected Revenues:						
Storm Drain Fees	20,000	20,000	20,000	20,000	20,000	100,000
Environmental Services Fund						-
Investment income	500	500	500	500	500	2,500
Total Projected Revenues	20,500	20,500	20,500	20,500	20,500	102,500
Less Projected Expenditures:						
Five Year CIP Proposed	50,000	50,000	50,000	-	50,000	200,000
Sub-Total Expenditures	50,000	50,000	50,000	-	50,000	200,000
Projected Available Reserve	\$ 133,532	\$ 104,032	\$ 74,532	\$ 95,032	\$ 65,532	\$ 65,532

**CIP Five Year Cash Flow Analysis
FY 16-17 Through FY 20-21**

Other Grants - Fund Balance - Funds 212, 216, 218

	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	Total FY17 to 21
	Other Grants Fund Balance FD 212, 216, 218					
Fund Balance--July 1	(1,548,769)	16,231	231,231	241,231	251,231	(1,548,769)
Add Projected Revenues:						
Grant Receipts(SCVWD,SCC,MTC,HSIP)	2,300,000	305,000	-	-	-	2,605,000
TDA Grants (Fund 216)	30,000	30,000	30,000	30,000	30,000	150,000
Prop 42 Replacement (Sec. 2103)	190,000	-	-	-	-	190,000
Gas Tax Revenue/Other Grants/STP/CMAQ/Meas. B	215,000	215,000	215,000	215,000	215,000	1,075,000
Total Projected Revenues	2,735,000	550,000	245,000	245,000	245,000	4,020,000
Less Projected Expenditures:						
Five Year CIP Proposed	1,170,000	335,000	235,000	235,000	235,000	2,210,000
Sub-Total Expenditures	1,170,000	335,000	235,000	235,000	235,000	2,210,000
Projected Available Fund Balance	\$ 16,231	\$ 231,231	\$ 241,231	\$ 251,231	\$ 261,231	\$ 261,231

Vehicle Impact - Fund Balance - Fund 202

	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	Total FY 17 to 21
Available Reserve--July 1	\$ 551,832	\$ 552,082	\$ 552,332	\$ 552,582	\$ 552,832	\$ 551,832
Add Projected Revenues:						
Vehicle Impact Fees	300,000	300,000	280,000	280,000	280,000	1,440,000
Solid Waste Vehicle Impact Fees	330,000	330,000	250,000	250,000	250,000	1,410,000
Investment income	250	250	250	250	250	1,250
Total Projected Revenues	630,250	630,250	530,250	530,250	530,250	2,851,250
Less Projected Expenditures:						
Carryforward from prior years						-
Five Yr. CIP Proposed	630,000	630,000	530,000	530,000	530,000	2,850,000
Sub-Total Expenditures	630,000	630,000	530,000	530,000	530,000	2,850,000
Projected Available Fund Balance	\$ 552,082	\$ 552,332	\$ 552,582	\$ 552,832	\$ 553,082	\$ 553,082

**CIP Five Year Cash Flow Analysis
FY 16-17 Through FY 20-21**

Parkland Dedication - Undesignated Fund Balance 295

	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	Total FY17 to 21
Cash - Liabilities Balance--July 1	\$ 3,434,040	\$ 3,510,551	\$ 2,683,209	\$ 2,923,457	\$ 3,167,309	\$ 3,434,040
Add: Projected Revenues:						
Investment Income	51,511	52,658	40,248	43,852	47,510	235,778
Other Revenue						-
Parkland Ded. Fees	400,000	400,000	400,000	400,000	400,000	2,000,000
Total Projected Revenues	451,511	452,658	440,248	443,852	447,510	2,235,778
Less Projected Expenditures:						
Transfer to Parks Maint (Equipment)						
Five Yr. CIP Proposed	375,000	1,280,000	200,000	200,000	200,000	2,255,000
Sub-Total Expenditures	375,000	1,280,000	200,000	200,000	200,000	2,255,000
Projected Available Fund Balance	\$ 3,510,551	\$ 2,683,209	\$ 2,923,457	\$ 3,167,309	\$ 3,414,818	\$ 3,414,818
<u>FIVE YEAR CIP PROPOSED--RECAP BY PROJECT</u>						
Aquatic Feasibility Study	60,000	-	-	-	-	60,000
Campbell Park Improvements	50,000	450,000	-	-	-	500,000
Citywide Park Playground Renovations	100,000	200,000	200,000	200,000	200,000	900,000
Community Center E-Wing Improvements		280,000	-	-	-	280,000
Community Center Outdoor Exercise Renovations	115,000	-	-	-	-	115,000
Community Center Play Area Design	50,000	-	-	-	-	50,000
Community Center Play Area Construction	-	250,000	-	-	-	250,000
LG Creek Trail Feasibility Study	-	100,000	-	-	-	100,000
Totals	\$ 375,000	\$ 1,280,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 2,255,000
Other Expenditures	1,253,498	1,278,568	1,304,139	1,330,222	-	6,269,947
Sub-Total Expenditures	1,253,498	1,278,568	1,304,139	1,330,222	-	6,269,947
Projected Available Fund Balance	\$ 787,836	\$ 803,592	\$ 819,664	\$ 836,057	\$ -	\$ 3,940,723
CIP Totals--All Funding Sources	\$ 4,920,000	\$ 2,915,000	\$ 1,545,000	\$ 1,395,000	\$ 1,445,000	\$ 12,220,000

**CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : CITY COUNCIL**

**EXHIBIT A
101.501**

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 120,985	\$ 121,294	\$ 128,915	\$ 117,869
Supplies, Services & Capital Outlay (Exhibit C)	155,706	123,178	142,000	174,500
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	276,692	244,472	270,915	292,369
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 276,692	\$ 244,472	\$ 270,915	\$ 292,369

FUNDING SOURCE(s)				
Program Revenue	\$ -	\$ -	\$ -	\$ -
Transfers from Other Funds	50,529	52,300	52,300	53,200
Use of Reserves	-	-	-	30,000
Additional Fund Revenue	226,163	192,172	218,615	209,169
Funding Source Total	\$ 276,692	\$ 244,472	\$ 270,915	\$ 292,369

REVENUE DETAIL					
Description	Fund / Acct.				
Donation - State of the City	4827	\$ -	\$ -	\$ -	\$ -
Program Revenue		\$ -	\$ -	\$ -	\$ -
Gas Tax Fund (Congestion Management Dues)		\$ 50,529	\$ 52,300	\$ 52,300	\$ 53,200
Transfers from Other Funds		\$ 50,529	\$ 52,300	\$ 52,300	\$ 53,200
Council Priority Reserve	3699	-	-	-	30,000
Use of Fund Reserves		\$ -	\$ -	\$ -	\$ 30,000
Additional Fund Subsidy		\$ 226,163	\$ 192,172	\$ 218,615	\$ 209,169
TOTAL FUNDING SOURCES		\$ 276,692	\$ 244,472	\$ 270,915	\$ 292,369

**CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : CITY COUNCIL**

**EXHIBIT B
101.501**

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 37,295	\$ 38,229	\$ 38,130	\$ 40,092
7002 Personnel - Temporary	-	-	-	-
7003 Personnel - Overtime	-	-	-	-
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 37,295	\$ 38,229	\$ 38,130	\$ 40,092
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	-	-	-	-
7106 Retirement	4,857	6,040	7,230	7,765
7107 Dental Insurance	9,300	10,019	10,140	10,125
7108 Group Health Insurance	58,202	52,727	62,100	44,792
7109 Group Life Insurance	930	3,568	960	930
7110 Workers' Compensation Insurance	154	620	200	370
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	-	-	-	-
7113 Medicare	621	660	555	595
7114 Auto Allowance	9,626	9,430	9,600	13,200
7115 Cell Phone Allowance	-	-	-	-
7118 Other Benefits Pay	-	-	-	-
7120 Sick Leave Payout	-	-	-	-
7121 Leave Balance Payout	-	-	-	-
7122 Deferred Compensation Contribution	-	-	-	-
7126 PARS 457 Retirement	-	-	-	-
Total Benefits	\$ 83,690	\$ 83,065	\$ 90,785	\$ 77,777
Total Salary & Benefits	\$ 120,985	\$ 121,294	\$ 128,915	\$ 117,869

**CITY OF CAMPBELL
 OPERATING BUDGET - Personnel Allocation
 PROGRAM : CITY COUNCIL**

**EXHIBIT B-1
 101.501**

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Council Member *	5.00	5.00	5.00	5.00	\$ 40,092
* Council positions are not full-time					
TOTAL	5.00	5.00	5.00	5.00	\$ 40,092

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
TOTAL	-	-	-	-	\$ -

**CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : CITY COUNCIL**

**EXHIBIT C
101.501**

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ -	\$ -	\$ -	\$ -
7421 Communications - Phones	-	-	-	-
7423 Clothing & Personal Expense	-	-	-	-
7424 Office Expense	381	2,152	500	500
7425 Minor Tools & Equipment	-	-	-	-
7427 Special Departmental Expense	16,257	11,332	14,200	45,000
7428 Maint. of Buildings, Structures & Grounds	-	-	-	-
7429 Maintenance & Operation of Equipment	-	-	-	-
7430 Professional & Specialized Services	16,707	17,934	18,200	19,000
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	-	-	-	-
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	79,777	78,966	84,100	85,000
7435 Professional Development & Meetings	42,624	12,794	25,000	25,000
7437 Staff Development	(40)	-	-	-
7438 Other Charges	-	-	-	-
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	-	-	-	-
7551 User Charges - IT Pool	-	-	-	-
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ 155,706	\$ 123,178	\$ 142,000	\$ 174,500

Description	FY 2017 Requested
<u>7424 Office Expense</u> Office Supplies	\$ 500
<u>7427 Special Departmental Expense</u> Advisory Commission Recognition Dinner * Cablecasting Program Supplies and Internet Service Miscellaneous Supplies Neighborhood Association Assistance Grants Neighborhood Beautification Grants ** Photography Plaques, Awards & Promotional Items	13,500 2,350 600 3,000 25,000 200 350 45,000
<u>7430 Professional & Specialized Services</u> Cablecasting Services Contract (Includes Study Sessions)	19,000
<u>7434 Memberships, Dues, Books</u> Books Dues: Association of Bay Area Governments (ABAG) League of California Cities National League of Cities Peninsula Division of League of California Cities Santa Clara County Cities Association Santa Clara County Valley Transportation Authority (Congestion Management) *** West Valley Mayors & Managers Subscriptions: Business Journal	- 7,900 14,300 3,800 100 5,000 53,200 600 100 85,000
<u>7435 Professional Development & Meetings</u> Conferences & Meetings; Council Retreat	25,000
TOTAL	\$ 174,500

* Council Priority Reserve (\$5,000)

** Council Priority Reserve

*** Funded from Gas Tax

CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : CITY MANAGER - ADMINISTRATION

EXHIBIT A
101.510

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 612,939	\$ 657,694	\$ 720,378	\$ 784,560
Supplies, Services & Capital Outlay (Exhibit C)	204,357	183,162	173,741	193,353
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	817,296	840,856	894,119	977,913
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 817,296	\$ 840,856	\$ 894,119	\$ 977,913

FUNDING SOURCE(S)				
Program Revenue	\$ 2,052,445	\$ 2,305,431	\$ 2,088,500	\$ 2,453,000
Transfers from Other Funds	18,779	17,500	30,000	30,000
Use of Reserves	-	-	27,000	128,000
Additional Fund Revenue	-	-	-	-
Funding Source Total	\$ 2,071,224	\$ 2,322,931	\$ 2,145,500	\$ 2,611,000

REVENUE DETAIL					
Description	Fund / Acct.				
Cable TV Franchise Fee	4122	\$ 414,436	\$ 636,933	\$ 404,500	\$ 650,000
AT&T Franchise Fee	4125	146,705	188,620	174,000	190,000
Tenant Lease Income	4810	1,491,304	1,476,791	1,510,000	1,610,000
Donations-Miscellaneous	4817	-	3,087	-	3,000
Other Revenue	4965	-	-	-	-
Program Revenue		\$ 2,052,445	\$ 2,305,431	\$ 2,088,500	\$ 2,453,000
Environmental Services Fund	209	\$ 17,500	\$ 17,500	\$ 17,500	\$ 17,500
Recreation Grant (Van Sickle - SALA)	795	-	-	-	-
County Tobacco Prevention Grant	212	1,279	-	-	-
Information Technolgy	647	-	-	12,500	12,500
Transfers from Other Funds		\$ 18,779	\$ 17,500	\$ 30,000	\$ 30,000
CIPR - Limited Term Positions		\$ -	\$ -	\$ 27,000	\$ 128,000
Use of Fund Reserves		\$ -	\$ -	\$ 27,000	\$ 128,000
Additional Fund Subsidy		\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES		\$ 2,071,224	\$ 2,322,931	\$ 2,145,500	\$ 2,611,000

CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : CITY MANAGER - ADMINISTRATION

EXHIBIT B
101.510

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 397,024	\$ 420,802	\$ 499,034	\$ 541,132
7002 Personnel - Temporary	60,819	74,089	30,600	32,209
7003 Personnel - Overtime	770	1,029	-	-
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 458,613	\$ 495,920	\$ 529,634	\$ 573,341
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	-	-	-	-
7106 Retirement	66,168	73,862	94,636	102,620
7107 Dental Insurance	5,548	5,913	8,518	8,100
7108 Group Health Insurance	48,654	47,964	59,476	67,182
7109 Group Life Insurance	571	558	806	744
7110 Workers' Compensation Insurance	1,677	2,414	2,797	4,196
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	2,168	2,219	3,554	3,402
7113 Medicare	6,993	7,524	7,679	10,298
7114 Auto Allowance	3,770	3,553	3,660	4,560
7115 Cell Phone Allowance	860	810	840	840
7118 Other Benefits Pay	9,459	8,151	-	-
7120 Sick Leave Payout	-	-	-	-
7121 Leave Balance Payout	-	-	-	-
7122 Deferred Compensation Contribution	8,279	8,419	8,380	7,730
7124 VEBA Health Deferred Compensation	-	26	-	1,040
7126 PARS 457 Retirement	180	361	398	507
Total Benefits	\$ 154,327	\$ 161,774	\$ 190,744	\$ 211,219
Total Salary & Benefits	\$ 612,939	\$ 657,694	\$ 720,378	\$ 784,560

CITY OF CAMPBELL
OPERATING BUDGET - Personnel Allocation
PROGRAM : CITY MANAGER - ADMINISTRATION

EXHIBIT B-1
101.510

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
City Manager	1.00	1.00	1.00	1.00	\$ 209,591
Assistant to the City Manager *	1.00	1.00	-	-	-
Executive Assistant to the City Manager	0.90	1.00	1.00	1.00	97,260
Deputy City Manager *	-	-	1.00	1.00	143,998
Administrative Analyst I **	-	-	0.20	0.50	52,229
Social Media Specialist ***	-	-	0.50	0.50	38,054
* Position Retitled FY 16					
** Balance in 524 and 701 2-Yr. Limited Term					
*** 2-Year Limited Term					
TOTAL	2.90	3.00	3.70	4.00	\$ 541,132

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Project Manager *	0.45	0.45	-	-	\$ -
Public Administration Intern	-	0.40	0.75	0.75	23,400
SVRIP Summer Intern	0.05	0.05	0.25	0.25	7,200
Office Assistant**	-	-	-	0.25	7,500
* Moved to Econ Dev Prog FY 16					
** Balance of Position in Programs 511, 515 & 547					
TOTAL	0.50	0.90	1.00	1.25	\$ 38,100

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : CITY MANAGER - ADMINISTRATION

EXHIBIT C
101.510

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ -	\$ -	\$ -	\$ -
7421 Communications - Phones	-	-	-	-
7423 Clothing & Personal Expense	-	-	-	-
7424 Office Expense	1,271	1,118	1,300	2,500
7425 Minor Tools & Equipment	-	-	-	-
7427 Special Departmental Expense	3,867	5,904	4,500	5,550
7428 Maint. of Buildings, Structures & Grounds	-	-	-	-
7429 Maintenance & Operation of Equipment	-	-	-	-
7430 Professional & Specialized Services	7,853	23,713	-	-
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	61,057	62,738	62,000	72,000
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	9,093	10,063	11,000	11,000
7435 Professional Development & Meetings	23,262	34,807	25,000	30,000
7437 Staff Development	(50)	200	-	-
7438 Other Charges	-	-	-	-
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7442 Insurance Claims Expense	-	-	-	-
7443 Miscellaneous Expense	59,950	-	20,000	20,000
7550 User Charges - Motor Pool	34	97	-	-
7551 User Charges - IT Pool	38,019	44,522	49,941	52,303
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ 204,357	\$ 183,162	\$ 173,741	\$ 193,353

Description	FY 2017 Requested
7424 Office Expense	
Office Supplies - Printed Forms	\$ 2,500
7427 Special Departmental Expense	
Citywide Employee Recognition	750
Civic Improvement Commission - Special Projects	500
Departmental Employee Recognition	200
Employees' Holiday Event/Annual Picnic Potluck	3,500
Special Supplies, Film Processing & Awards	600
	5,550
7432 Other Contractual Services	
Countywide 2-1-1 Initiative (United Way Silicon Valley)	2,000
Chamber of Commerce Information & Referral Contract	10,000
Social Service Grants:	60,000
	72,000
7434 Memberships, Dues, Books	
Dues:	11,000
Alliance for Innovation	
California Association of Public Information Officers (CAPIO)	
Campbell Chamber of Commerce	
Capitol Inquiry	
International City Management Association (ICMA)	
Joint Venture Silicon Valley	
Santa Clara County City Manager's Association	
States of California & Nevada Chapter of the National Association of Telecommunications Officers & Advisors (SCAN NATOA)	
	\$ 11,000
SUBTOTAL page 1	\$ 91,050

Description	FY 2017 Requested
7435 Professional Development & Meetings Conferences & Meetings (includes National League of Cities, League of California Cities, and Alliance for Innovation)	\$ 30,000
7443 Miscellaneous Expense Innovation Contingency	20,000
7551 User Charges - IT Pool Use of Computer Hardware/Software; Phones & Photocopier/Fax	52,303
SUBTOTAL page 2	\$ 102,303
TOTAL - Exhibit C-1	\$ 193,353

CITY OF CAMPBELL
 OPERATING BUDGET - Summary of Exhibits
 PROGRAM : CITY MANAGER - CITY CLERK

EXHIBIT A
 101.511

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 268,081	\$ 293,273	\$ 294,602	\$ 274,840
Supplies, Services & Capital Outlay (Exhibit C)	92,483	132,958	103,111	209,822
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	360,564	426,231	397,713	484,662
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 360,564	\$ 426,231	\$ 397,713	\$ 484,662

FUNDING SOURCE(s)				
Program Revenue	\$ -	\$ -	\$ -	\$ -
Transfers from Other Funds	-	-	-	-
Use of Reserves	-	-	-	-
Additional Fund Revenue	360,564	426,231	397,713	484,662
Funding Source Total	\$ 360,564	\$ 426,231	\$ 397,713	\$ 484,662

REVENUE DETAIL				
Description	Fund / Acct.			
Program Revenue		\$ -	\$ -	\$ -
Transfers from Other Funds		\$ -	\$ -	\$ -
Use of Fund Reserves		\$ -	\$ -	\$ -
Additional Fund Subsidy		\$ 360,564	\$ 426,231	\$ 397,713
TOTAL FUNDING SOURCES		\$ 360,564	\$ 426,231	\$ 397,713

**CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : CITY MANAGER - CITY CLERK**

**EXHIBIT B
101.511**

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 188,143	\$ 198,980	\$ 211,244	\$ 188,717
7002 Personnel - Temporary	121	7,056	-	6,000
7003 Personnel - Overtime	2,988	1,746	-	-
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 191,252	\$ 207,782	\$ 211,244	\$ 194,717
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	-	-	-	-
7106 Retirement	31,353	36,793	40,060	35,788
7107 Dental Insurance	3,720	3,942	4,056	4,050
7108 Group Health Insurance	26,620	27,661	29,316	29,280
7109 Group Life Insurance	372	372	384	372
7110 Workers' Compensation Insurance	673	1,051	1,115	1,411
7111 Unemployment Insurance	-	-	-	-
7112 Group Diasbility Insurance	1,386	1,412	1,704	1,701
7113 Medicare	2,832	3,145	3,063	2,823
7114 Auto Allowance	963	953	960	1,920
7115 Cell Phone Allowance	361	347	360	360
7118 Other Benefits Pay	4,469	7,468	-	-
7119 Social Security	-	-	-	-
7120 Sick Leave Payout	-	-	-	-
7121 Leave Balance Payout	1,733	-	-	-
7122 Deferred Compensation Contribution	2,346	2,321	2,340	1,300
7124 VEBA Health Deferred Compensation	-	26	-	1,040
7126 PARS 457 Retirement	-	-	-	78
Total Benefits	\$ 76,829	\$ 85,490	\$ 83,358	\$ 80,123
Total Salary & Benefits	\$ 268,081	\$ 293,273	\$ 294,602	\$ 274,840

**CITY OF CAMPBELL
 OPERATING BUDGET - Personnel Allocation
 PROGRAM : CITY MANAGER - CITY CLERK**

**EXHIBIT B-1
 101.511**

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
City Clerk	1.00	1.00	1.00	1.00	\$ 112,964
Deputy City Clerk	1.00	1.00	1.00	1.00	75,753
TOTAL	2.00	2.00	2.00	2.00	\$ 188,717

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Office Assistant *	-	-	-	0.20	\$ 6,000
* Balance of Position in Programs 510, 515 & 547					
TOTAL	-	-	-	0.20	\$ 6,000

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : CITY MANAGER - CITY CLERK

EXHIBIT C
101.511

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ -	\$ -	\$ -	\$ -
7421 Communications - Phones	-	-	-	-
7422 Advertising	22,551	21,745	16,000	22,000
7423 Clothing & Personal Expense	-	-	-	-
7424 Office Expense	29,845	34,347	40,500	40,500
7425 Minor Tools & Equipment	-	-	-	-
7427 Special Departmental Expense	543	243	700	700
7428 Maint. of Buildings, Structures & Grounds	-	-	-	-
7429 Maintenance & Operation of Equipment	5,637	4,916	6,000	6,000
7430 Professional & Specialized Services	8,345	1,950	8,000	8,000
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	-	-	-	-
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	1,080	1,965	1,100	1,100
7435 Professional Development & Meetings	5,110	2,715	5,000	7,500
7436 Election Expense	-	42,246	-	97,000
7437 Staff Development	(125)	-	-	-
7438 Other Charges	-	-	-	-
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	-	-	200	200
7551 User Charges - IT Pool	19,497	22,832	25,611	26,822
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ 92,483	\$ 132,958	\$ 103,111	\$ 209,822

Description	FY 2017 Requested
<u>7422 Advertising</u> Legal Notices, Ordinances, Resolutions, Notice to Bidders, Display Ads, Etc.	\$ 22,000
<u>7424 Office Expense</u> Office Supplies Postage for All Departments	 2,500 38,000 40,500
<u>7427 Special Departmental Expense</u> Frames for City Council Proclamations/Resolutions Office Equipment	 400 300 700
<u>7429 Maintenance & Operation of Equipment</u> Mailing Machine (Year Three of Five-Year Lease) Supplies for Postage Machine U.S. Audio (Sony Recorder Maintenance & Supplies)	 4,000 1,500 500 6,000
<u>7430 Professional & Specialized Services</u> Codification of Ordinances Amending Campbell Municipal Code	 8,000
<u>7434 Memberships, Dues, Books</u> CCAC, Notary, Newspaper	 1,100
<u>7435 Professional Development & Meetings</u> NCCCA, CCAC	 7,500
<u>7436 Election Expense</u> November 8, 2016 General Municipal Election	 97,000
<u>7550 User Charges - Motor Pool</u> Pool Vehicle Rental	 200
<u>7551 User Charges - IT Pool</u> Use of Computer Hardware/Software; Phones & Photocopier/Fax	 26,822
TOTAL	\$ 209,822

CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : CITY MANAGER - HUMAN RESOURCES

EXHIBIT A
101.515

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 356,039	\$ 379,803	\$ 407,392	\$ 435,113
Supplies, Services & Capital Outlay (Exhibit C)	371,971	404,500	430,957	491,817
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	728,010	784,303	838,349	926,930
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 728,010	\$ 784,303	\$ 838,349	\$ 926,930

FUNDING SOURCE(s)				
Program Revenue	\$ -	\$ -	\$ -	\$ -
Transfers from Other Funds	-	-	-	-
Use of Reserves	-	-	-	5,000
Additional Fund Revenue	728,010	784,303	838,349	921,930
Funding Source Total	\$ 728,010	\$ 784,303	\$ 838,349	\$ 926,930

REVENUE DETAIL					
Description	Fund / Acct.				
		\$ -	\$ -	\$ -	\$ -
Program Revenue		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
Transfers from Other Funds		\$ -	\$ -	\$ -	\$ -
Council Priority Reserve - (Volunteer Recognition)	3699	\$ -	\$ -	\$ -	\$ 5,000
Use of Fund Reserves		\$ -	\$ -	\$ -	\$ 5,000
Additional Fund Subsidy		\$ 728,010	\$ 784,303	\$ 838,349	\$ 921,930
TOTAL FUNDING SOURCES		\$ 728,010	\$ 784,303	\$ 838,349	\$ 926,930

CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : CITY MANAGER - HUMAN RESOURCES

EXHIBIT B
101.515

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 254,252	\$ 270,629	\$ 290,102	\$ 304,860
7002 Personnel - Temporary	221	1,849	3,000	12,000
7003 Personnel - Overtime	-	-	-	-
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 254,473	\$ 272,478	\$ 293,102	\$ 316,860
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	-	-	-	-
7106 Retirement	42,053	47,165	55,014	57,813
7107 Dental Insurance	5,465	5,655	5,678	5,670
7108 Group Health Insurance	38,028	38,388	40,589	40,169
7109 Group Life Insurance	532	536	538	475
7110 Workers' Compensation Insurance	1,099	1,547	1,548	2,163
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	1,842	1,892	2,242	2,054
7113 Medicare	4,035	4,420	4,251	4,594
7114 Auto Allowance	770	759	768	1,536
7115 Cell Phone Allowance	289	278	288	288
7118 Other Benefits Pay	4,052	3,254	-	-
7120 Sick Leave Payout	-	-	-	-
7121 Leave Balance Payout	-	-	-	-
7122 Deferred Compensation Contribution	3,398	3,382	3,335	2,503
7124 VEBA Health Deferred Compensation	-	24	-	832
7126 PARS 457 Retirement	3	24	39	156
Total Benefits	\$ 101,567	\$ 107,326	\$ 114,290	\$ 118,253
Total Salary & Benefits	\$ 356,039	\$ 379,803	\$ 407,392	\$ 435,113

**CITY OF CAMPBELL
 OPERATING BUDGET - Personnel Allocation
 PROGRAM : CITY MANAGER - HUMAN RESOURCES**

**EXHIBIT B-1
 101.515**

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Human Resources Manager *	0.80	0.80	0.80	0.80	\$ 135,616
Human Resources Representative	1.50	1.75	0.75	0.75	67,470
Human Resources Analyst **	-	-	1.00	1.00	101,774
* Balance of Position in Program 516					
** Reclassify a HR Rep to Analyst					
TOTAL	2.30	2.55	2.55	2.55	\$ 304,860

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Human Resources Intern	-	-	0.06	0.06	\$ 3,000
Human Resources Office Assistant *	-	-	-	0.30	9,000
* Balance of Position in Programs 510, 511 & 547					
TOTAL	-	-	0.06	0.36	\$ 12,000

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : CITY MANAGER - HUMAN RESOURCES

EXHIBIT C
101.515

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ -	\$ -	\$ -	\$ -
7421 Communications - Phones	-	-	-	-
7422 Advertising	275	859	1,000	1,000
7423 Clothing & Personal Expense	-	-	-	-
7424 Office Expense	884	626	750	1,000
7425 Minor Tools & Equipment	-	-	-	-
7427 Special Departmental Expense	5,028	8,884	6,200	6,700
7428 Maint. of Buildings, Structures & Grounds	-	-	-	-
7429 Maintenance & Operation of Equipment	-	-	-	-
7430 Professional & Specialized Services	78,567	95,045	91,650	116,650
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	-	-	-	-
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	1,064	-	750	750
7435 Professional Development & Meetings	9,082	4,099	6,000	6,500
7437 Staff Development	21,968	23,750	41,600	58,800
7438 Other Charges	-	-	-	-
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7441 Special Community Services	6,760	6,381	7,700	12,200
7442 Insurance Claims Expense	37,415	27,562	30,000	30,000
7550 User Charges - Motor Pool	35	-	100	100
7551 User Charges - IT Pool	14,622	17,123	19,207	20,117
7625 Retiree Health Rebate	196,270	220,169	226,000	238,000
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ 371,971	\$ 404,500	\$ 430,957	\$ 491,817

Description	FY 2017 Requested
<u>7422 Advertising</u>	
Job Announcement Posting	\$ 1,000
<u>7424 Office Expense</u>	
Office Supplies & Forms	1,000
<u>7427 Special Departmental Expense</u>	
City-wide Safety Supplies / Respirator Program	1,300
Fingerprinting - All New Permanent Employees and Temporary Recreation Employees as Required by Law	3,000
Health Fair	700
Negotiations Lunches	400
Oral Board Expenses	1,000
Travel Reimbursement - Out of Area Job Candidates	300
	6,700
<u>7430 Professional & Specialized Services</u>	
Attorney Fees - Labor Relations, CalPERS Appeal	50,000
Bilingual Testing	300
Cal Opps	1,500
CalPERS Health Administration Fee - CalPERS	4,500
CalPERS Retired Members Health	1,500
City-Wide Safety Program / Injury & Illness Prevention Program (IIPP) Contract	17,500
Employee Relations Service (Includes Dues & Special Projects)	8,850
Hearing Conservation Program	700
Hepatitis B Vaccinations	1,100
Pre-employment Physicals (Not Clerical/Administrative)	3,000
Psychological Services (Critical Incident Debriefing/Fitness for Duty Evaluation)	1,100
Public Agency Retirement Systems (PARS) - Alternative to Social Security	13,000
Section 125 Administration Fee - EBS	11,100
Test Rental and Administration Fees	2,500
	116,650
<u>7434 Memberships, Dues, Books</u>	
Books, Dues & Subscriptions	750
<u>7435 Professional Development & Meetings</u>	
CALPELRA, CALPERS, LCW, PARMA	6,500
SUBTOTAL page 1	\$ 132,600

Description	FY 2017 Requested
<u>7437 Staff Development</u>	
Annual Management Group/Department Head Training	\$ 4,000
Central Tuition Reimbursement	14,000
Employee Recognition	500
Employee Relations Consortium	4,200
Healthy Lifestyle (CMEA & Conf., CPCEA based on No. of Employees)	9,000
Human Resources Training (Sexual Harassment - AB-1825) All Employees	10,000
Management Talent Exchange Program (MTEP) - Leadership Academy	3,800
Service & Retirement Awards Program / Values Program	7,000
Wellness Program	1,000
City-Wide Employee Training	5,000
All Employee Meetings	300
	58,800
<u>7441 Special Community Services</u>	
Volunteer Recognition (plus gifts) *	12,200
<u>7442 Insurance Claims Expense</u>	
Payment of Unemployment Claims (Extended Payment of Claims)	30,000
<u>7550 User Charges - Motor Pool</u>	
Pool Vehicle Rental	100
<u>7551 User Charges - IT Pool</u>	
Use of Computer Hardware/Software; Phones & Photocopier/Fax	20,117
<u>7625 Retiree Health Rebate</u>	
Upon retirement from the City of Campbell, employees who have completed at least seventeen years of service are eligible for health insurance reimbursement for self only up to \$325 per month (61 Participants).	238,000
SUBTOTAL page 2	359,217
TOTAL EXHIBIT C-1	\$ 491,817

* Partially funded with Council Priorities Reserve

CITY OF CAMPBELL
 OPERATING BUDGET - Summary of Exhibits
 PROGRAM : CITY MANAGER - WORKERS COMPENSATION

EXHIBIT A
 690.516

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 39,294	\$ 41,828	\$ 44,252	\$ 45,367
Supplies, Services & Capital Outlay (Exhibit C)	(145,192)	495,538	594,950	548,350
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	(105,898)	537,366	639,202	593,717
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ (105,898)	\$ 537,366	\$ 639,202	\$ 593,717

FUNDING SOURCE(s)				
Program Revenue	\$ 403,941	\$ 608,906	\$ 642,000	\$ 847,000
Transfers from Other Funds	-	-	-	-
Use of Reserves	(509,839)	(71,540)	(2,798)	(253,283)
Additional Fund Revenue	-	-	-	-
Funding Source Total	\$ (105,898)	\$ 537,366	\$ 639,202	\$ 593,717

REVENUE DETAIL					
Description	Fund / Acct.				
Charges to Operating Departments	5142	\$ 403,941	\$ 608,898	\$ 642,000	\$ 847,000
Insurance Claims Reimbursements	4962	-	8	-	-
Program Revenue		\$ 403,941	\$ 608,906	\$ 642,000	\$ 847,000
Transfers from Other Funds		\$ -	\$ -	\$ -	\$ -
Workers Comp Insurance Beginning Fund Balance		\$ (509,839)	\$ (71,540)	\$ (2,798)	\$ (253,283)
Use of Fund Reserves		\$ (509,839)	\$ (71,540)	\$ (2,798)	\$ (253,283)
Additional Fund Subsidy		\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES		\$ (105,898)	\$ 537,366	\$ 639,202	\$ 593,717

CITY OF CAMPBELL
 OPERATING BUDGET - Employee Services
 PROGRAM : CITY MANAGER - WORKERS COMPENSATION

EXHIBIT B
 690.516

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 29,115	\$ 33,470	\$ 33,242	\$ 33,904
7002 Personnel - Temporary	-	-	-	-
7003 Personnel - Overtime	-	-	-	-
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 29,115	\$ 33,470	\$ 33,242	\$ 33,904
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	-	-	-	-
7106 Retirement	4,905	3,070	6,304	6,430
7107 Dental Insurance	372	393	406	406
7108 Group Health Insurance	2,698	2,784	2,938	2,994
7109 Group Life Insurance	37	37	38	37
7110 Workers' Compensation Insurance	100	153	176	246
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	158	158	194	194
7113 Medicare	423	481	482	492
7114 Auto Allowance	193	190	192	384
7115 Cell Phone Allowance	72	69	72	72
7118 Other Benefits Pay	1,013	813	-	-
7120 Sick Leave Payout	-	-	-	-
7121 Leave Balance Payout	-	-	-	-
7122 Deferred Compensation Contribution	209	203	208	208
7124 VEBA Health Deferred Compensation	-	5	-	-
7126 PARS 457 Retirement	-	-	-	-
Total Benefits	\$ 10,179	\$ 8,359	\$ 11,010	\$ 11,463
Total Salary & Benefits	\$ 39,294	\$ 41,828	\$ 44,252	\$ 45,367

CITY OF CAMPBELL
OPERATING BUDGET - Personnel Allocation
PROGRAM : CITY MANAGER - WORKERS COMPENSATION

EXHIBIT B-1
690.516

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Human Resources Manager *	0.20	0.20	0.20	0.20	\$ 33,904
* Balance of Position in Program 515					
TOTAL	0.20	0.20	0.20	0.20	\$ 33,904

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
					\$ -
TOTAL	-	-	-	-	\$ -

**CITY OF CAMPBELL
 OPERATING BUDGET - Supplies & Services Summary
 PROGRAM : CITY MANAGER - WORKERS COMPENSATION**

**EXHIBIT C
 690.516**

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ -	\$ -	\$ -	\$ -
7421 Communications - Phones	-	-	-	-
7423 Clothing & Personal Expense	-	-	-	-
7424 Office Expense	-	-	50	50
7425 Minor Tools & Equipment	-	-	-	-
7427 Special Departmental Expense	-	-	-	-
7428 Maintenance of Buildings, Structures & Grounds	-	-	-	-
7429 Maintenance & Operation of Equipment	-	-	-	-
7430 Professional & Specialized Services	64,822	49,558	47,900	51,300
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	-	-	-	-
7433 Insurance & Surety Bonds	47,662	54,651	47,000	47,000
7434 Memberships, Dues, Books	-	-	-	-
7435 Professional Development & Meetings	-	-	-	-
7437 Staff Development	-	-	-	-
7438 Other Charges	-	-	-	-
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7442 Insurance Claims Expense	427,447	220,871	500,000	450,000
7550 User Charges - Motor Pool	-	-	-	-
7551 User Charges - IT Pool	-	-	-	-
7668 Change in Accrual W/C Losses	(685,123)	170,458	-	-
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ (145,192)	\$ 495,538	\$ 594,950	\$ 548,350

Description	FY 2017 Requested
7424 Office Expense Supplies, Forms, Etc.	\$ 50
7430 Professional & Specialized Services Actuarial Review Department of Industrial Relations (DOIR) Self-Insurance Fee Third-Party Administrator Fees (Tri-Star)	3,300 12,000 36,000 51,300
7433 Insurance & Surety Bonds Excess Workers' Compensation Insurance over \$1,000,000 Self-Insured Retention (SIR)	47,000
7442 Insurance Claims Expense Disability Payments to Employees, Medical Fees, Legal Fees, Etc.	450,000
7668 Change in Accrual W/C Losses Workers' Compensation Losses *	-
TOTAL	\$ 548,350

* Funded with One-Time Revenue (Beginning Fund Balance)

CITY OF CAMPBELL
 OPERATING BUDGET - Summary of Exhibits
 PROGRAM : CITY MANAGER - INFORMATION TECHNOLOGY

EXHIBIT A
 647.547

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 506,918	\$ 583,164	\$ 838,264	\$ 841,241
Supplies, Services & Capital Outlay (Exhibit C)	600,733	629,243	1,127,052	1,085,010
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	1,107,651	1,212,406	1,965,316	1,926,251
Transfers Out (Exhibit E)	24,900	102,000	42,000	42,000
Appropriation Total	\$ 1,132,551	\$ 1,314,406	\$ 2,007,316	\$ 1,968,251

FUNDING SOURCE(s)				
Program Revenue	\$ 888,550	\$ 1,031,253	\$ 1,164,000	\$ 1,219,000
Transfers from Other Funds	198,750	198,750	231,300	249,000
Use of Reserves	45,251	84,403	168,500	300,000
Additional Fund Revenue	-	-	443,516	200,251
Funding Source Total	\$ 1,132,551	\$ 1,314,406	\$ 2,007,316	\$ 1,968,251

REVENUE DETAIL					
Description	Fund / Acct.				
IT Pool User Charges	5104	\$ 877,000	\$ 1,027,000	\$ 1,157,000	\$ 1,212,000
Contract Revenue	4705	7,200	-	5,000	5,000
Successor Agency Support	4710	4,350	4,253	2,000	2,000
Program Revenue		\$ 888,550	\$ 1,031,253	\$ 1,164,000	\$ 1,219,000
General Fund CIPR (New Equipment)	101	\$ 163,750	\$ 163,750	\$ 96,300	\$ 84,000
General Fund (Administrative Support)	101	35,000	35,000	135,000	156,000
State/Local Grant	212	-	-	-	-
General Plan Maintenance Reserve	101	-	-	-	9,000
Transfers from Other Funds		\$ 198,750	\$ 198,750	\$ 231,300	\$ 249,000
IT Pool Fund Reserves (Replacement Equipment)		\$ 45,251	\$ 84,403	\$ 168,500	\$ 300,000
Use of Fund Reserves		\$ 45,251	\$ 84,403	\$ 168,500	\$ 300,000
Additional Fund Subsidy		\$ -	\$ -	\$ 443,516	\$ 200,251
TOTAL FUNDING SOURCES		\$ 1,132,551	\$ 1,314,406	\$ 2,007,316	\$ 1,968,251

CITY OF CAMPBELL
 OPERATING BUDGET - Employee Services
 PROGRAM : CITY MANAGER - INFORMATION TECHNOLOGY

EXHIBIT B
 647.547

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 342,229	\$ 365,701	\$ 597,458	\$ 588,598
7002 Personnel - Temporary	31,026	73,642	8,640	16,140
7003 Personnel - Overtime	139	1,045	3,000	3,000
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 373,393	\$ 440,387	\$ 609,098	\$ 607,738
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	-	-	-	-
7106 Retirement	56,541	63,478	113,302	111,622
7107 Dental Insurance	5,580	5,913	10,140	10,125
7108 Group Health Insurance	40,376	41,721	73,200	72,210
7109 Group Life Insurance	558	558	960	930
7110 Workers' Compensation Insurance	3,746	5,796	9,764	16,150
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	1,980	2,018	3,900	3,888
7113 Medicare	5,572	6,713	8,788	8,768
7114 Auto Allowance	963	949	960	1,920
7115 Cell Phone Allowance	722	694	1,800	1,440
7118 Other Benefits Pay	8,473	5,914	-	-
7120 Sick Leave Payout	-	-	-	-
7121 Leave Balance Payout	5,055	4,405	-	-
7122 Deferred Compensation Contribution	3,650	3,624	6,240	5,200
7124 VEBA Health Deferred Compensation	-	26	-	1,040
7126 PARS 457 Retirement	310	967	112	210
Total Benefits	\$ 133,525	\$ 142,777	\$ 229,166	\$ 233,503
Total Salary & Benefits	\$ 506,918	\$ 583,164	\$ 838,264	\$ 841,241

CITY OF CAMPBELL
OPERATING BUDGET - Personnel Allocation
PROGRAM : CITY MANAGER - INFORMATION TECHNOLOGY

EXHIBIT B-1
647.547

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Information Technology Manager	1.00	1.00	1.00	1.00	\$ 147,992
Information Technology Administrator	1.00	1.00	1.00	1.00	130,562
Information Technology Administrator *	-	1.00	1.00	1.00	120,224
Information Technology Technician **	1.00	1.00	2.00	2.00	189,820
* Limited Term (extended from 2 years to 4 years)					
** Reclass Temp in FY 16					
TOTAL	3.00	4.00	5.00	5.00	\$ 588,598

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Information Technology Intern	0.35	0.35	0.35	0.35	\$ 8,640
Information Technology Technician *	0.60	1.00	-	-	-
Office Assistant **	-	-	-	0.25	7,500
* Reclass as Permanent in FY 16					
** Balance of Position in Programs 510, 511 & 515					
TOTAL	0.95	1.35	0.35	0.60	\$ 16,140

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : CITY MANAGER - INFORMATION TECHNOLOGY

EXHIBIT C
647.547

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ -	\$ -	\$ -	\$ -
7421 Communications - Phones	15,234	17,090	17,000	36,500
7423 Clothing & Personal Expense	-	-	-	-
7424 Office Expense	9,534	15,971	20,500	23,000
7425 Minor Tools & Equipment	6,666	13,612	11,000	41,250
7427 Special Departmental Expense	-	-	-	-
7428 Maint. of Buildings, Structures & Grounds	-	-	-	-
7429 Maintenance & Operation of Equipment	275,688	410,502	748,700	453,760
7430 Professional & Specialized Services	2,801	25,928	-	60,000
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	-	-	-	-
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	-	160	-	-
7435 Professional Development & Meetings	-	338	7,000	7,000
7437 Staff Development	1,314	3,385	10,000	10,000
7438 Other Charges	33,754	33,694	23,000	23,000
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7442 Insurance Claims Expense	-	-	-	-
7444 Depreciation	56,473	45,860	-	-
7550 User Charges - Motor Pool	-	-	-	-
7551 User Charges - IT Pool	-	-	-	-
7884 Machinery & Equipment	199,269	62,703	289,852	430,500
Total Supplies, Services & Capital Outlay	\$ 600,733	\$ 629,243	\$ 1,127,052	\$ 1,085,010

Description	FY 2017 Requested
<u>7421</u> Communications - Phones	
Internet Connection	\$ 35,000
Cellular Wi-Fi Access Points	1,500
	36,500
<u>7424</u> Office Expense	
Laser Printer Toner Cartridges (Includes Plotter & Color Laser Printers)	19,000
Magnetic Media, IT Consumables	4,000
	23,000
<u>7425</u> Minor Tools & Equipment	
Apple TV Video Equipment for Public Works Conference Room	750
BlueBeam PDF Software for Public Works Engineering	1,000
Forensic Computer Equipment for Police Department	1,000
Pool Laptops for City Users	5,500
Printers for Community Development	3,000
Recreation Additional Workstations & Reconfiguration	3,500
Scanning Station for Police Department	6,500
Solid State Hard Drives for Public Works Engineering Workstations	6,000
Troy Check Printer	4,000
Uninterruptable Power Supplies	10,000
	41,250
<u>7429</u> Maintenance & Operation of Equipment	
Hardware:	
Cisco Router Support for CLETS	750
Dispatch Automated Map System	5,500
HP SAN Maintenance	9,000
Meridian Phone Switch Maintenance	15,000
Motorola Mobile Data Terminal Support Contract (Police Department)	25,000
Network Support Services	4,800
Past Perfect Museum Management System	500
Selectron IVR Maintenance	18,600
Small Parts & Supplies	5,000
Hardware Total	84,150
SUBTOTAL page 1	\$ 184,900

Description	FY 2017 Requested
7429 Maintenance & Operation of Equipment (Continued)	
Software:	
Access Data Maintenance	\$ 1,200
Adobe Creative Cloud Subscription	5,000
Autodesk AutoCAD Maintenance	6,000
ArcGIS & ArcView Support (ESRI)	2,700
Barracuda Archiver Maintenance	8,100
CAD/RMS & FRS Map Source Code Escrow	1,750
Choice Ticketing Annual Support Maintenance	5,100
Citrix Maintenance	2,000
Content Management System (CMS)	14,000
COPLINK Allocation	1,600
CopLogic On-Line Crime Reporting Maintenance	5,000
Critical Reach Support	400
Ecivis (Grant Finding & Tracking)	6,700
Emergency Notification System	5,000
ESET Anti-Virus Subscription	7,500
Evidence Barcode System	20,000
FTK Software Maintenance	900
GIS System	8,000
Go Daddy SSL Certificates	500
Graffiti Tracking Software Maintenance	600
Granicus Webcasting	5,000
Granicus Social Media	6,000
IWorQ (Work Orders, Citizen Request Management, Code Enforcement, Tree Inventory)	5,700
Justice Mobile MDM Smart Phones Police Department	500
Software Subtotal	119,250
SUBTOTAL page 2	\$ 119,250

Description	FY 2017 Requested
7429 Maintenance & Operation of Equipment (Continued)	
Software (Continued):	
LaserFiche - Document Management Maintenance	\$ 12,500
Liquidware Labs ProfileUnity	1,400
Miscellaneous Software Upgrades	15,000
Motorola Mobile Data Message Switch Interface (MSI) Software Maintenance	23,000
Munimetrix	700
Netmotion Maintenance	2,000
Online Municipal Code - Book Publishing Corp.	825
Open Data Project	5,000
Palladium CAD/RMS Support	80,000
Past Perfect Maintenance	600
Peak Democracy **	9,000
PredPol Software	5,000
ServLet Exec Annual Maintenance	1,000
Sophos UTM Maintenance (A/V & Spam Filter)	7,100
Square Rigger - Vehicle Maintenance System	2,750
StreetSaver / Asset Management Maintenance	1,250
Sungard Public Sector (Pentamotion) Software Maintenance	31,500
T model - Traffic Counts	750
Tidemark - Permit Plan (Permitting)	18,000
TMS Maintenance / Upgrade - ADD	3,150
TrackIT Help Desk Software Maintenance	1,000
VeriPic Maintenance - Police Department	7,500
Veritas Back-up Executive	5,000
Verizon Network Fleet	6,195
VieVu Maintenance	1,200
Visual Statement FX3 Software Maintenance	1,325
VMware ESX Maintenance & Support	7,615
Software Total	369,610
Account 7429 Total	453,760
SUBTOTAL page 3	\$ 250,360

** Funded from General Plan Update Reserve

Description	FY 2017 Requested
7430 Professional & Specialized Services Information Technology Contract Support	\$ 60,000
7435 Professional Development & Meetings Conferences & Meetings, Mileage Reimbursement	7,000
7437 Staff Development City-Wide Specialized Technical Training	10,000
7438 Other Charges Maintenance - Photocopiers / Fax Machines Paper, Toner, Miscellaneous Supplies - Photocopier / Fax Machines	10,000 13,000 23,000
7884 Machinery & Equipment Bar Coding (Police Department) * Copiers Lease Copiers for City Manager's Office & Service Center - Replacement Equipment for Secondary Data Site * Networking Equipment for Video Cameras * Network Switches - Replacement Rainmaster Irrigation System * Storage Area Network (SAN) Replacement Switched Rack PDU * VDI / Desktop Computers (Lease) Workstations for Information Technology *	20,000 8,000 15,000 17,000 6,000 150,000 20,000 135,000 5,000 38,500 16,000 430,500
* Funded by CIPR	
SUBTOTAL page 4	530,500
TOTAL EXHIBIT C-1	\$ 1,085,010

**CITY OF CAMPBELL
 OPERATING BUDGET - OPERATING TRANSFERS OUT
 PROGRAM : CITY MANAGER - INFORMATION TECHNOLOGY**

**EXHIBIT E
 647.547**

Description	FY 2016 Adopted	FY 2017 Requested
9899 Transfers Out		
Finance - 535		
Accounting Clerk II - 15%	\$ 16,000	\$ 16,000
Accountant - 10%	13,500	13,500
City Manager - 510		
Executive Assistant to City Manager - 10%	12,500	12,500
TOTAL EXHIBIT E	\$ 42,000	\$ 42,000

CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : RECREATION & COMMUNITY SERVICES - ADMINISTRATION

EXHIBIT A
101.524

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 379,128	\$ 494,885	\$ 615,621	\$ 623,084
Supplies, Services & Capital Outlay (Exhibit C)	75,102	96,208	103,313	117,268
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	454,230	591,093	718,934	740,352
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 454,230	\$ 591,093	\$ 718,934	\$ 740,352

FUNDING SOURCE(s)				
Program Revenue	\$ 109	\$ (1,151)	\$ 11,000	\$ 11,000
Transfers from Other Funds	-	-	-	-
Use of Reserves	-	-	27,000	76,000
Additional Fund Revenue	454,121	592,244	680,934	653,352
Funding Source Total	\$ 454,230	\$ 591,093	\$ 718,934	\$ 740,352

REVENUE DETAIL					
Description	Fund / Acct.				
Donations - Youth Scholarships	4821	\$ 109	\$ (1,151)	\$ -	\$ -
Branding Merchandise	4643	-	-	-	-
Donations - School District & Library	4825	-	-	11,000	11,000
Program Revenue		\$ 109	\$ (1,151)	\$ 11,000	\$ 11,000
Transfers from Other Funds		\$ -	\$ -	\$ -	\$ -
CIPR - Limited Term Positions		\$ -	\$ -	\$ 27,000	\$ 76,000
Use of Fund Reserves		\$ -	\$ -	\$ 27,000	\$ 76,000
Additional Fund Subsidy		\$ 454,121	\$ 592,244	\$ 680,934	\$ 653,352
TOTAL FUNDING SOURCES		\$ 454,230	\$ 591,093	\$ 718,934	\$ 740,352

CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : RECREATION & COMMUNITY SERVICES - ADMINISTRATION

EXHIBIT B
101.524

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 262,795	\$ 300,576	\$ 362,610	\$ 377,656
7002 Personnel - Temporary	12,546	80,835	113,900	101,600
7003 Personnel - Overtime	-	-	-	-
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 275,341	\$ 381,411	\$ 476,510	\$ 479,256
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	-	-	-	-
7106 Retirement	44,487	54,533	68,765	71,619
7107 Dental Insurance	4,124	4,996	6,896	6,008
7108 Group Health Insurance	30,192	33,028	43,262	42,819
7109 Group Life Insurance	409	471	652	540
7110 Workers' Compensation Insurance	992	1,907	2,648	3,442
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	1,670	1,847	2,968	2,600
7113 Medicare	4,290	5,726	6,909	6,949
7114 Auto Allowance	2,235	2,255	2,280	4,560
7115 Cell Phone Allowance	-	738	-	720
7118 Other Benefits Pay	8,406	4,717	-	-
7120 Sick Leave Payout	1,480	-	-	-
7121 Leave Balance Payout	3,001	-	-	-
7122 Deferred Compensation Contribution	2,411	2,486	3,250	1,170
7124 VEBA Health Deferred Compensation	-	42	-	2,080
7126 PARS 457 Retirement	90	727	1,481	1,321
Total Benefits	\$ 103,787	\$ 113,474	\$ 139,111	\$ 143,828
Total Salary & Benefits	\$ 379,128	\$ 494,885	\$ 615,621	\$ 623,084

CITY OF CAMPBELL
OPERATING BUDGET - Personnel Allocation
PROGRAM : RECREATION & COMMUNITY SERVICES - ADMINISTRATION

EXHIBIT B-1
101.524

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Recreation & Community Svcs. Director	1.00	1.00	1.00	1.00	\$ 182,447
Executive Assistant *	0.20	0.20	-	-	-
Office Assistant **	0.20	-	-	-	-
Office Specialist **	-	0.20	0.20	0.20	16,111
Recreation Services Manager ***	1.00	1.00	1.00	1.00	132,060
Recreation Specialist (Youth Engagement) *****	-	-	0.50	0.50	26,146
Administrative Analyst I ****	-	-	0.20	0.20	20,892
*Balance in Programs 531 & 532					
** Position Reclassified during FY 14 Balance in Programs 531 & 532					
*** Re-allocated from Prog 529-532					
**** Balance in 510 & 701 2-Year Limited Term					
***** 2-Year Limited Term					
TOTAL	2.40	2.40	2.90	2.90	\$ 377,656

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Clerical Relief (Vacation/Holiday)	0.17	0.17	0.41	0.41	\$ 17,500
Recreation Intern (One Year)	0.05	-	-	-	-
Customer Service Clerks	-	-	1.14	2.04	72,100
MTEP Coverage (One-Time Funding)	-	-	0.23	-	-
Recreation Leader *	-	-	0.10	0.10	2,000
Work Experience Leader *	-	-	0.48	0.48	10,000
*Youth Engagement Program					
TOTAL	0.22	0.17	2.36	3.03	\$ 101,600

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : RECREATION & COMMUNITY SERVICES - ADMINISTRATION

EXHIBIT C
101.524

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ -	\$ -	\$ -	\$ -
7421 Communications - Phones	1,171	1,901	1,200	1,500
7423 Clothing & Personal Expense	-	-	-	-
7424 Office Expense	6,367	9,992	7,000	17,640
7425 Minor Tools & Equipment	-	-	-	-
7427 Special Departmental Expense	36,493	37,764	39,600	41,100
7428 Maint. of Buildings, Structures & Grounds	-	-	-	-
7429 Maintenance & Operation of Equipment	-	-	-	-
7430 Professional & Specialized Services	192	-	700	700
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	-	-	-	-
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	475	640	800	800
7435 Professional Development & Meetings	5,010	16,466	12,000	12,000
7437 Staff Development	1,023	-	-	-
7438 Other Charges	-	-	-	-
7439 Bad Debts	-	-	-	-
7441 Special Community Services	-	906	10,000	10,000
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	-	-	-	-
7551 User Charges - IT Pool	24,371	28,539	32,013	33,528
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ 75,102	\$ 96,208	\$ 103,313	\$ 117,268

Description	FY 2017 Requested
<u>7421 Communications - Phones</u>	
E-Mail Newsletter Fees	\$ 900
FAX Line	600
	1,500
<u>7424 Office Expense</u>	
Office Furniture (one-time)	8,000
Office Water	2,640
Office Supplies & Printing Expenses	7,000
	17,640
<u>7427 Special Departmental Expense</u>	
American Society of Composers, Authors & Performers (ASCAP) BMI Licensing Fee, SESAC	1,600
Department Meetings	500
Departmental Employee Recognition	450
Lettering Machine Supplies	300
Motion Picture License	500
Recreation Activities Brochure (3 Per Year)	35,750
Other Department Wide Supplies	2,000
	41,100
<u>7430 Professional & Specialized Services</u>	
Hepatitis B Vaccines (Lifeguards/Building Attendants)	200
TB Testing - Lifeguards, Day Camp Leaders, Instructors, Etc.	500
	700
<u>7434 Memberships, Dues, Books</u>	
Books	100
Dues (Includes Parks & Recreation Commission)	500
Subscriptions	200
	800
<u>7435 Professional Development & Meetings</u>	
Conferences, Workshops & Meetings	12,000
<u>7441 Special Community Services</u>	
Youth Engagement (Contract events, program supplies, YAC Attack)	10,000
<u>7551 User Charges - IT Pool</u>	
Use of Computer Hardware/Software; Phones & Photocopier/Fax	33,528
TOTAL	\$ 117,268

CITY OF CAMPBELL
 OPERATING BUDGET - Summary of Exhibits
 PROGRAM : RECREATION & COMMUNITY SERVICES - NUTRITION PROGRAM

EXHIBIT A
 101.525

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 85,025	\$ 99,562	\$ 100,071	\$ 100,695
Supplies, Services & Capital Outlay (Exhibit C)	68,851	105,934	113,564	118,054
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	153,876	205,496	213,635	218,749
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 153,876	\$ 205,496	\$ 213,635	\$ 218,749

FUNDING SOURCE(s)				
Program Revenue	\$ 62,927	\$ 82,433	\$ 92,802	\$ 96,247
Transfers from Other Funds	-	-	-	-
Use of Reserves	-	-	-	-
Additional Fund Revenue	90,949	123,062	120,833	122,502
Funding Source Total	\$ 153,876	\$ 205,496	\$ 213,635	\$ 218,749

REVENUE DETAIL					
Description	Fund / Acct.				
County's Share of Nutrition Program	4561	\$ 48,751	\$ 63,069	\$ 45,163	\$ 47,409
County's Share of Room Usage	4561	-	-	8,437	8,437
County's Share of Personnel Costs	4561	-	-	20,202	21,401
Meal Donations	4816	14,176	19,365	19,000	19,000
Program Revenue		\$ 62,927	\$ 82,433	\$ 92,802	\$ 96,247
Transfers from Other Funds		\$ -	\$ -	\$ -	\$ -
Use of Fund Reserves		\$ -	\$ -	\$ -	\$ -
Additional Fund Subsidy		\$ 90,949	\$ 123,062	\$ 120,833	\$ 122,502
TOTAL FUNDING SOURCES		\$ 153,876	\$ 205,496	\$ 213,635	\$ 218,749

CITY OF CAMPBELL
 OPERATING BUDGET - Employee Services

EXHIBIT B
 101.525

PROGRAM : RECREATION & COMMUNITY SERVICES - NUTRITION PROGRAM

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 45,102	\$ 51,557	\$ 54,948	\$ 56,611
7002 Personnel - Temporary	11,670	11,548	14,280	14,280
7003 Personnel - Overtime	-	38	-	-
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 56,772	\$ 63,143	\$ 69,228	\$ 70,891
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	90	90	90	90
7106 Retirement	7,207	8,891	10,421	10,753
7107 Dental Insurance	2,449	2,659	2,738	1,723
7108 Group Health Insurance	11,192	12,176	12,554	12,323
7109 Group Life Insurance	245	251	259	161
7110 Workers' Compensation Insurance	790	1,207	1,500	1,812
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	419	446	988	621
7113 Medicare	831	989	1,003	1,030
7114 Auto Allowance	-	-	-	-
7115 Cell Phone Allowance	-	-	-	-
7118 Other Benefits Pay	-	-	-	-
7120 Sick Leave Payout	2,378	1,680	-	-
7121 Leave Balance Payout	1,425	6,771	-	-
7122 Deferred Compensation Contribution	1,063	1,108	1,105	1,105
7126 PARS 457 Retirement	164	150	185	186
Total Benefits	\$ 28,253	\$ 36,419	\$ 30,843	\$ 29,804
Total Salary & Benefits	\$ 85,025	\$ 99,562	\$ 100,071	\$ 100,695

CITY OF CAMPBELL

EXHIBIT B-1

OPERATING BUDGET - Personnel Allocation

101.525

PROGRAM : RECREATION & COMMUNITY SERVICES - NUTRITION PROGRAM

Permanent Personnel	Full-Time Equivalentents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Nutrition Site Manager	0.50	0.50	0.50	0.50	\$ 23,972
Senior Services Supervisor *	0.20	0.20	0.20	0.20	21,516
Utility Worker **	0.15	0.15	0.15	0.15	11,123
* Balance in Program 526					
** Balance in Prog 526, 527, 531 & 532					
TOTAL	0.85	0.85	0.85	0.85	\$ 56,611

Temporary Personnel	Full-Time Equivalentents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Relief Site Manager	0.03	0.03	0.03	0.03	\$ 1,800
Relief Food Server	0.03	0.03	-	-	-
Food Server	0.50	0.50	0.50	0.50	12,480
TOTAL	0.55	0.55	0.53	0.53	\$ 14,280

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : RECREATION & COMMUNITY SERVICES - NUTRITION PROGRAM

EXHIBIT C
101.525

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ -	\$ -	\$ -	\$ -
7421 Communications - Phones	-	-	-	-
7423 Clothing & Personal Expense	-	-	-	-
7424 Office Expense	-	-	-	-
7425 Minor Tools & Equipment	-	-	-	-
7427 Special Departmental Expense	9,975	14,834	19,470	19,470
7428 Maintenance of Buildings, Structures & Grounds	-	-	-	-
7429 Maintenance & Operation of Equipment	-	-	-	-
7430 Professional & Specialized Services	-	-	-	-
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	58,876	91,097	94,094	98,584
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	-	-	-	-
7435 Professional Development & Meetings	-	-	-	-
7437 Staff Development	-	3	-	-
7438 Other Charges	-	-	-	-
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	-	-	-	-
7551 User Charges - IT Pool	-	-	-	-
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ 68,851	\$ 105,934	\$ 113,564	\$ 118,054

Description	FY 2017 Requested
7427 Special Departmental Expense	
Operations Costs (Dishes/Flatware, Paper Products, Laundry Services, Office Supplies)	\$ 5,733
Plastic ware	5,050
Pre-Packaged Meals	150
Room Usage Fee *	8,437
Special Event Supplies	100
	19,470
7432 Other Contractual Services	
Food Costs (17,360 Meals @ \$5.13 Each)	89,084
Payment to Santa Clara County:	
1/2 of Daily Contributions	9,500
	98,584
* Rental Value of City's Room M-50	
TOTAL	\$ 118,054

CITY OF CAMPBELL
 OPERATING BUDGET - Summary of Exhibits
 PROGRAM : RECREATION & COMMUNITY SERVICES - ADULT SERVICES

EXHIBIT A
 101.526

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 439,810	\$ 463,989	\$ 494,068	\$ 513,903
Supplies, Services & Capital Outlay (Exhibit C)	133,005	165,508	147,864	155,714
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	572,815	629,497	641,932	669,617
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 572,815	\$ 629,497	\$ 641,932	\$ 669,617

FUNDING SOURCE(s)				
Program Revenue	\$ 291,734	\$ 318,591	\$ 309,561	\$ 311,059
Transfers from Other Funds	3,736	-	-	-
Use of Reserves	-	-	-	-
Additional Fund Revenue	277,345	310,906	332,371	358,558
Funding Source Total	\$ 572,815	\$ 629,497	\$ 641,932	\$ 669,617

REVENUE DETAIL					
Description	Fund / Acct.				
Classes	4612	\$ 175,673	\$ 179,855	\$ 179,781	\$ 186,854
Fund Raiser	4625	1,924	1,280	-	-
Program Fees	4626	114,137	137,456	129,780	124,205
Program Revenue		\$ 291,734	\$ 318,591	\$ 309,561	\$ 311,059
Senior Trust	797	\$ 3,736	\$ -	\$ -	\$ -
Transfers from Other Funds		\$ 3,736	\$ -	\$ -	\$ -
Use of Fund Reserves		\$ -	\$ -	\$ -	\$ -
Additional Fund Subsidy		\$ 277,345	\$ 310,906	\$ 332,371	\$ 358,558
TOTAL FUNDING SOURCES		\$ 572,815	\$ 629,497	\$ 641,932	\$ 669,617

CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : RECREATION & COMMUNITY SERVICES - ADULT SERVICES

EXHIBIT B
101.526

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 211,479	\$ 227,727	\$ 243,204	\$ 250,481
7002 Personnel - Temporary	129,004	130,682	136,543	146,416
7003 Personnel - Overtime	13	38	-	-
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 340,496	\$ 358,448	\$ 379,747	\$ 396,897
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	90	90	90	90
7106 Retirement	34,456	39,421	46,121	47,501
7107 Dental Insurance	5,548	5,815	5,982	5,974
7108 Group Health Insurance	40,069	41,392	43,152	42,215
7109 Group Life Insurance	555	549	567	549
7110 Workers' Compensation Insurance	3,289	4,805	5,132	7,033
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	1,772	1,786	2,160	2,151
7113 Medicare	3,871	4,056	5,505	5,755
7114 Auto Allowance	-	-	-	-
7115 Cell Phone Allowance	-	-	-	-
7118 Other Benefits Pay	10	672	-	-
7120 Sick Leave Payout	2,034	1,440	-	-
7121 Leave Balance Payout	2,077	-	-	-
7122 Deferred Compensation Contribution	3,891	3,846	3,835	3,835
7126 PARS 457 Retirement	1,650	1,670	1,777	1,903
Total Benefits	\$ 99,314	\$ 105,542	\$ 114,321	\$ 117,006
Total Salary & Benefits	\$ 439,810	\$ 463,989	\$ 494,068	\$ 513,903

CITY OF CAMPBELL
OPERATING BUDGET - Personnel Allocation
PROGRAM : RECREATION & COMMUNITY SERVICES - ADULT SERVICES

EXHIBIT B-1
101.526

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Senior Services Supervisor *	0.70	0.80	0.80	0.80	\$ 86,062
Recreation Program Coordinator	1.00	1.00	1.00	1.00	83,908
Office Assistant	1.00	1.00	1.00	1.00	69,388
Utility Worker **	0.15	0.15	0.15	0.15	11,123
* Balance in Program 525					
** Balance in Prog 525, 527, 531 & 532					
TOTAL	2.85	2.95	2.95	2.95	\$ 250,481

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Lifeguard/Instructor	0.11	0.11	0.11	0.13	\$ 6,280
Class Instructors	1.83	1.83	1.75	1.82	113,616
Clerical Relief	0.08	0.08	0.08	0.08	3,200
Recreation Specialist (Trips)	0.22	0.22	0.22	0.25	8,320
Case Management Support	-	-	-	0.29	15,000
TOTAL	2.24	2.24	2.16	2.57	\$ 146,416

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : RECREATION & COMMUNITY SERVICES - ADULT SERVICES

EXHIBIT C
101.526

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	-	-	-	-
7421 Communications - Phones	-	-	-	-
7423 Clothing & Personal Expense	-	-	-	-
7424 Office Expense	8,344	7,161	7,552	7,196
7425 Minor Tools & Equipment	-	-	-	-
7427 Special Departmental Expense	4,404	10,821	5,400	2,830
7428 Maint of Buildings, Structures & Grounds	-	-	-	-
7429 Maintenance & Operation of Equipment	100	294	300	200
7430 Professional & Specialized Services	-	-	-	-
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	7,994	11,788	7,500	7,500
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	395	375	405	405
7435 Professional Development & Meetings	-	-	-	-
7437 Staff Development	84	53	-	-
7438 Other Charges	10,072	10,093	10,500	10,500
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7441 Special Community Service	72,367	90,675	77,740	86,800
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	-	-	50	50
7551 User Charges - IT Pool	29,246	34,248	38,417	40,233
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	133,005	165,508	147,864	155,714

CITY OF CAMPBELL
 OPERATING BUDGET - Supplies & Services Detail
 PROGRAM : RECREATION & COMMUNITY SERVICES - ADULT SERVICES

EXHIBIT C-1
 101.526
 Page 1

Description	FY 2017 Requested
<u>7424 Office Expense</u>	
Newsletter Mailing & Permit	\$ 692
Office Supplies	200
Printing of Membership Cards & Highlights Flyer	1,000
Printing of Monthly Newsletter	5,304
	7,196
<u>7427 Special Departmental Expense</u>	
Recreation Program Supplies	2,830
<u>7429 Maintenance & Operation of Equipment</u>	
Piano Tuning, TV, DVD, Pool Table Repair, Keyboard, Etc.	200
<u>7432 Other Contractual Services</u>	
Case Management Augmentation	7,500
<u>7434 Memberships, Dues, Books</u>	
Dues - Supervisor & Coordinator	405
<u>7438 Other Charges</u>	
Active Fees and Charges	10,500
<u>7441 Special Community Service</u>	
Program Expenses for Special Events/Fund Raisers	6,800
Program Expenses for Trips	80,000
	86,800
<u>7550 User Charges - Motor Pool</u>	
Use of City Pool Vehicles	50
<u>7551 User Charges - IT Pool</u>	
Use of Computer Hardware/Software; Phones & Photocopier/Fax	40,233
TOTAL	\$ 155,714

CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : RECREATION & COMMUNITY SERVICES - COMMUNITY CENTER

EXHIBIT A
101.527

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 421,262	\$ 459,685	\$ 512,224	\$ 545,919
Supplies, Services & Capital Outlay (Exhibit C)	379,341	417,401	281,718	304,629
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	800,603	877,086	793,942	850,548
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 800,603	\$ 877,086	\$ 793,942	\$ 850,548

FUNDING SOURCE(s)				
Program Revenue	\$ 611,847	\$ 647,139	\$ 562,823	\$ 628,497
Transfers from Other Funds	-	-	-	-
Use of Reserves	-	-	-	20,000
Additional Fund Revenue	188,756	229,946	231,119	202,051
Funding Source Total	\$ 800,603	\$ 877,086	\$ 793,942	\$ 850,548

REVENUE DETAIL					
Description	Fund / Acct.				
Program Fees-Picnic Fees	4616	\$ 24,113	\$ 25,115	\$ 23,304	\$ 28,420
Community Group Sponsored Event	4630	-	-	5,040	4,910
Tenant Lease Income	4810	1,859	2,630	-	-
Other Rental Income	4819	576,029	608,364	523,679	581,567
Other Income	4965	5,863	1,239	1,700	3,800
Vending Machine Concession	4627	3,983	2,447	2,400	2,400
Summer Concerts *	4645	-	7,345	6,700	7,400
* Moved from Program 531 in FY 15					
Program Revenue		\$ 611,847	\$ 647,139	\$ 562,823	\$ 628,497
Transfers from Other Funds		\$ -	\$ -	\$ -	\$ -
General Fund - CIPR	3641	-	-	-	\$ 20,000
Use of Fund Reserves		\$ -	\$ -	\$ -	\$ 20,000
Additional Fund Subsidy		\$ 188,756	\$ 229,946	\$ 231,119	\$ 202,051
TOTAL FUNDING SOURCES		\$ 800,603	\$ 877,086	\$ 793,942	\$ 850,548

CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : RECREATION & COMMUNITY SERVICES - COMMUNITY CENTER

EXHIBIT B
101.527

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 203,801	\$ 250,750	\$ 271,657	\$ 281,071
7002 Personnel - Temporary	112,516	80,320	101,385	122,418
7003 Personnel - Overtime	135	609	1,000	1,000
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 316,453	\$ 331,678	\$ 374,042	\$ 404,489
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	360	360	360	720
7106 Retirement	34,029	43,464	51,516	53,977
7107 Dental Insurance	4,990	6,934	7,301	7,290
7108 Group Health Insurance	36,509	49,053	52,661	51,516
7109 Group Life Insurance	499	654	691	670
7110 Workers' Compensation Insurance	5,148	7,071	9,015	10,203
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	1,594	2,032	2,635	2,624
7113 Medicare	4,851	5,030	5,406	5,721
7114 Auto Allowance	-	-	-	-
7115 Cell Phone Allowance	-	-	-	-
7118 Other Benefits Pay	1,281	1,264	2,600	2,600
7120 Sick Leave Payout	-	-	-	-
7121 Leave Balance Payout	10,593	6,523	-	-
7122 Deferred Compensation Contribution	3,539	4,571	4,680	4,680
7126 PARS 457 Retirement	1,417	1,050	1,317	1,429
Total Benefits	\$ 104,810	\$ 128,006	\$ 138,182	\$ 141,430
Total Salary & Benefits	\$ 421,262	\$ 459,685	\$ 512,224	\$ 545,919

CITY OF CAMPBELL
OPERATING BUDGET - Personnel Allocation
PROGRAM : RECREATION & COMMUNITY SERVICES - COMMUNITY CENTER

EXHIBIT B-1
101.527

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Recreation Supervisor *	1.00	1.00	1.00	1.00	\$ 107,578
Senior Office Assistant	1.00	1.00	1.00	1.00	76,710
Utility Worker **	0.60	0.60	0.60	0.60	44,491
Recreation Specialist (Facilities)	-	1.00	1.00	1.00	52,292
* Balance in Program 531					
** Balance in Prog 525, 526, 531 & 532					
	2.60	3.60	3.60	3.60	\$ 281,071

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Support Staff	0.29	0.08	0.20	0.21	\$ 7,760
Building Attendants	3.00	3.00	3.46	3.53	84,364
Field Attendant	-	0.74	1.06	0.74	17,814
Reservations Support	-	-	-	0.38	12,480
TOTAL	3.29	3.82	4.72	4.86	\$ 122,418

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : RECREATION & COMMUNITY SERVICES - COMMUNITY CENTER

EXHIBIT C
101.527

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ 331,228	\$ 355,449	\$ 213,352	\$ 213,352
7421 Communications - Phones	5,479	4,230	3,480	3,480
7423 Clothing & Personal Expense	792	972	900	900
7424 Office Expense	196	-	-	-
7425 Minor Tools & Equipment	1,954	4,603	11,000	7,400
7427 Special Departmental Expense	9,806	2,796	5,000	23,000
7428 Maintenance of Buildings, Structures & Ground	-	-	-	-
7429 Maintenance & Operation of Equipment	917	3,560	1,700	3,700
7430 Professional & Specialized Services	-	-	-	-
7431 Promotional Expense	421	177	500	500
7432 Other Contractual Services	-	-	-	-
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	170	150	175	175
7435 Professional Development & Meetings	(184)	-	-	-
7437 Staff Development	246	-	-	-
7438 Other Charges	8,798	15,906	11,000	17,000
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7441 Special Community Services	21	6,726	9,000	8,300
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	-	-	-	-
7551 User Charges - IT Pool	19,497	22,832	25,611	26,822
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ 379,341	\$ 417,401	\$ 281,718	\$ 304,629

Description	FY 2017 Requested
<u>7431 Promotional Expense</u> Calendars - Holiday Cards to Renters / Tenants	\$ 500
<u>7434 Memberships, Dues, Books</u> California Park & Recreation Society (CPRS)	175
<u>7438 Other Charges</u> Active Fees and Charges	17,000
<u>7441 Special Community Services</u> (9) Concert Bands, Supplies, Porta-Potties	8,300
<u>7551 User Charges - IT Pool</u> Use of Computer Hardware/Software; Phones & Photocopier/Fax	26,822
SUBTOTAL page 2	52,797
TOTAL Exhibit C-1	\$ 304,629

CITY OF CAMPBELL
 OPERATING BUDGET - Summary of Exhibits
 PROGRAM : RECREATION & COMMUNITY SERVICES - MUSEUM SERVICES

EXHIBIT A
 101.528

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 201,896	\$ 215,934	\$ 239,370	\$ 239,116
Supplies, Services & Capital Outlay (Exhibit C)	72,935	88,342	100,561	146,689
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	274,831	304,276	339,931	385,805
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 274,831	\$ 304,276	\$ 339,931	\$ 385,805

FUNDING SOURCE(s)				
Program Revenue	\$ 67,575	\$ 69,317	\$ 89,275	\$ 74,410
Transfers from Other Funds	36,240	-	-	-
Use of Reserves	-	-	-	-
Additional Fund Revenue	171,016	234,959	250,656	311,395
Funding Source Total	\$ 274,831	\$ 304,276	\$ 339,931	\$ 385,805

REVENUE DETAIL					
Description	Fund / Acct.				
Program Fees	4609	\$ 26,188	28,763	\$ 32,910	\$ 28,685
Rental Fees	4610	34,686	33,192	49,365	38,725
Admission Fees	4611	6,701	7,362	7,000	7,000
Program Revenue		\$ 67,575	\$ 69,317	\$ 89,275	\$ 74,410
Museum Trust	794	30,000	-	-	-
Museum Trust - Museum Foundation fo Collections Specialist	794	6,240	-	-	-
Transfers from Other Funds		\$ 36,240	\$ -	\$ -	\$ -
Use of Fund Reserves		\$ -	\$ -	\$ -	\$ -
Additional Fund Subsidy		\$ 171,016	\$ 234,959	\$ 250,656	\$ 311,395
TOTAL FUNDING SOURCES		\$ 274,831	\$ 304,276	\$ 339,931	\$ 385,805

CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : RECREATION & COMMUNITY SERVICES - MUSEUM SERVICES

EXHIBIT B
101.528

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 111,924	\$ 103,954	\$ 115,908	\$ 118,998
7002 Personnel - Temporary	39,014	57,172	61,185	58,919
7003 Personnel - Overtime	713	60	-	-
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 151,651	\$ 161,186	\$ 177,093	\$ 177,917
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	-	-	-	-
7106 Retirement	18,251	17,908	21,981	22,567
7107 Dental Insurance	3,444	3,778	4,056	4,050
7108 Group Health Insurance	21,558	23,002	25,689	25,043
7109 Group Life Insurance	344	341	384	326
7110 Workers' Compensation Insurance	777	1,537	3,067	2,317
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	1,086	1,026	1,464	1,276
7113 Medicare	2,061	2,217	2,566	2,579
7114 Auto Allowance	17	-	-	-
7115 Cell Phone Allowance	-	-	-	-
7118 Other Benefits Pay	168	-	-	-
7119 Social Security	-	9	-	-
7120 Sick Leave Payout	-	-	-	-
7121 Leave Balance Payout	-	2,153	-	-
7122 Deferred Compensation Contribution	2,074	2,031	2,275	2,275
7126 PARS 457 Retirement	465	744	795	766
Total Benefits	\$ 50,246	\$ 54,748	\$ 62,277	\$ 61,199
Total Salary & Benefits	\$ 201,896	\$ 215,934	\$ 239,370	\$ 239,116

CITY OF CAMPBELL
OPERATING BUDGET - Personnel Allocation
PROGRAM : RECREATION & COMMUNITY SERVICES - MUSEUM SERVICES

EXHIBIT B-1
101.528

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Senior Museum Specialist	1.00	1.00	0.75	0.75	\$ 66,706
Education Coordinator	0.75	0.75	-	-	-
Recreation Services Manager	-	-	-	-	-
Senior Services Supervisor	0.10	-	-	-	-
Museum Collections Specialist	-	1.00	1.00	1.00	52,292
TOTAL	1.85	2.75	1.75	1.75	\$ 118,998

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Facility Attendant Staff	0.12	0.19	0.20	0.20	\$ 5,100
Building Attendant (Museum Support)	0.02	0.02	0.02	0.02	576
Collections Specialist **	0.27	-	-	-	-
Program Assistant	0.21	0.38	0.87	0.88	28,243
Event Coordinator	-	-	0.57	0.47	15,000
Guest Services Associate	-	-	0.49	0.47	10,000
** Funded by Museum Foundation FY 13 & 14					
TOTAL	0.62	0.59	2.15	2.04	\$ 58,919

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : RECREATION & COMMUNITY SERVICES - MUSEUM SERVICES

EXHIBIT C
101.528

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ 15,914	\$ 21,269	\$ 19,000	\$ 21,000
7421 Communications - Phones	696	905	800	800
7422 Advertising	-	760	-	-
7423 Clothing & Personal Expense	-	-	-	-
7424 Office Expense	343	688	1,000	1,000
7425 Minor Tools & Equipment	-	-	-	-
7427 Special Departmental Expense	16,214	21,695	31,292	75,065
7428 Maintenance of Buildings, Structures & Ground	-	-	-	-
7429 Maintenance & Operation of Equipment	396	755	1,000	1,000
7430 Professional & Specialized Services	-	-	-	-
7431 Promotional Expense	1,508	1,032	3,300	2,300
7432 Other Contractual Services	16,919	15,876	16,758	16,902
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	243	948	1,000	1,000
7435 Professional Development & Meetings	-	-	-	-
7437 Staff Development	300	473	-	-
7438 Other Charges	842	1,065	800	800
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	64	43	-	-
7551 User Charges - IT Pool	19,497	22,832	25,611	26,822
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ 72,935	\$ 88,342	\$ 100,561	\$ 146,689

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Detail
PROGRAM : RECREATION & COMMUNITY SERVICES - MUSEUM SERVICES

EXHIBIT C-1
101.528
Page 1

Description	FY 2017 Requested
<u>7420</u> Utilities - Electricity/Gas/Water	
Electricity & Gas - PG&E (Museum & Ainsley House)	\$ 18,475
Sewer (Museum & Ainsley House)	525
Water (Museum & Ainsley House)	2,000
	21,000
<u>7421</u> Communications - Phones	
Telephone Line for Alarm System, Computer Network, FAX Machine (Visa/MC)	800
<u>7424</u> Office Expense	
Museum Operations	1,000
<u>7427</u> Special Departmental Expense	
Collections Supplies	5,000
Conservation of Artifacts	5,000
Conservation Project (Digitization) (one-time)	23,665
Educational Programs	8,000
Exhibit Expenses	12,000
Garden Supplies	1,000
Lecture Program Supplies	1,000
Other Program Supplies (Family Fun Spooky Night, Open House)	1,000
Tuff Shed/Exit Door & Garden Gate Modification	18,000
Volunteer Training Supplies	400
	75,065
<u>7429</u> Maintenance & Operation of Equipment	
Ainsley House Alarm Monitoring & Repairs	500
Historical Museum Alarm Monitoring & Repairs	500
	1,000
<u>7431</u> Promotional Expense	
Marketing Expenses - Ainsley House Holiday Brochure, Exhibit Guides Appraisal Faire Guide, Ainsley House Visitor Brochure	2,300
SUBTOTAL page 1	\$ 101,165

Description	FY 2017 Requested
7432 Other Contractual Services Awning Cleaning Museum Custodial Services	\$ 750 16,152 16,902
7434 Memberships, Dues, Books Books / Dues	1,000
7438 Other Charges Active Net Fees & Charges	800
7551 User Charges - IT Pool Use of Computer Hardware/Software; Phones & Photocopier/Fax	26,822
<p style="text-align: right;">SUBTOTAL page 2</p>	45,524
<p style="text-align: right;">TOTAL Exhibit C-1</p>	\$ 146,689

CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : RECREATION & COMMUNITY SERVICES - HERITAGE THEATRE

EXHIBIT A
101.529

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 3,902	\$ -	\$ -	\$ -
Supplies, Services & Capital Outlay (Exhibit C)	809,378	804,865	859,225	936,490
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	813,280	804,865	859,225	936,490
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 813,280	\$ 804,865	\$ 859,225	\$ 936,490

FUNDING SOURCE(s)				
Program Revenue	\$ 713,280	\$ 673,124	\$ 659,225	\$ 696,880
Transfers from Other Funds	-	-	-	-
Use of Reserves	-	-	-	39,610
Additional Fund Revenue	100,000	131,741	200,000	200,000
Funding Source Total	\$ 813,280	\$ 804,865	\$ 859,225	\$ 936,490

REVENUE DETAIL					
Description	Fund / Acct.				
Theatre Revenue Donations	4631	\$ 29,030	\$ 1,081	\$ 4,000	\$ 3,500
FOHT Operation Support	4631	-	-	-	-
Preservation & Facility Surcharge	4632	-	66,121	-	-
Facility Fee (Operating Revenue)	4633	62,233	11,703	46,780	17,559
Concession & Merchandise	4643	3,506	3,543	3,125	3,125
Ticket Sales	4644	195,719	222,313	191,820	256,020
Sponsorships	4645	56,279	34,300	48,000	45,000
Program Advertising	4646	7,050	4,075	6,000	7,500
Theatre Rental Income	4819	359,345	375,197	359,500	364,176
Other Revenue	4965	118	20,912	-	-
Program Revenue		\$ 713,280	\$ 673,124	\$ 659,225	\$ 696,880
Transfers from Other Funds		\$ -	\$ -	\$ -	\$ -
Theatre Preservation & Enhancement	3666	\$ -	\$ -	\$ -	\$ 39,610
Use of Fund Reserves		\$ -	\$ -	\$ -	\$ 39,610
Additional Fund Subsidy		\$ 100,000	\$ 131,741	\$ 200,000	\$ 200,000
TOTAL FUNDING SOURCES		\$ 813,280	\$ 804,865	\$ 859,225	\$ 936,490

CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : RECREATION & COMMUNITY SERVICES - HERITAGE THEATRE

EXHIBIT B
101.529

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 2,656	\$ -	\$ -	\$ -
7002 Personnel - Temporary	-	-	-	-
7003 Personnel - Overtime	-	-	-	-
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 2,656	\$ -	\$ -	\$ -
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	-	-	-	-
7106 Retirement	473	-	-	-
7107 Dental Insurance	46	-	-	-
7108 Group Health Insurance	341	-	-	-
7109 Group Life Insurance	5	-	-	-
7110 Workers' Compensation Insurance	11	-	-	-
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	20	-	-	-
7113 Medicare	48	-	-	-
7114 Auto Allowance	25	-	-	-
7115 Cell Phone Allowance	-	-	-	-
7118 Other Benefits Pay	252	-	-	-
7120 Sick Leave Payout	-	-	-	-
7121 Leave Balance Payout	-	-	-	-
7122 Deferred Compensation Contribution	27	-	-	-
7126 PARS 457 Retirement	-	-	-	-
Total Benefits	\$ 1,246	\$ -	\$ -	\$ -
Total Salary & Benefits	\$ 3,902	\$ -	\$ -	\$ -

CITY OF CAMPBELL
OPERATING BUDGET - Personnel Allocation
PROGRAM : RECREATION & COMMUNITY SERVICES - HERITAGE THEATRE

EXHIBIT B-1
101.529

Permanent Personnel	Full-Time Equivalentents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Recreation Services Manager *	-	-	-	-	-
* Moved to Program 524 in FY 14					
TOTAL	-	-	-	-	-

Temporary Personnel	Full-Time Equivalentents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
	-	-	-	-	-
TOTAL	-	-	-	-	-

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : RECREATION & COMMUNITY SERVICES - HERITAGE THEATRE

EXHIBIT C
101.529

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ 32,016	\$ 38,753	\$ 34,890	\$ 34,890
7421 Communications - Phones	3,988	6,233	6,960	8,900
7422 Advertising	44,421	46,865	50,300	58,700
7423 Clothing & Personal Expense	-	-	-	-
7424 Office Expense	7,769	10,289	13,500	10,000
7425 Minor Tools & Equipment	65	2,222	100	100
7427 Special Departmental Expense	58,386	23,564	43,020	54,320
7428 Maint of Buildings, Structures & Grounds	13,312	-	1,300	1,300
7429 Maintenance & Operation of Equipment	13,952	8,007	6,600	6,600
7430 Professional & Specialized Services	544,911	562,313	574,974	638,432
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	23,904	21,945	45,464	30,095
7433 Insurance & Surety Bonds	9,098	9,696	10,800	12,500
7434 Memberships, Dues, Books	-	-	-	-
7435 Professional Development & Meetings	-	-	-	-
7437 Staff Development	-	-	-	-
7438 Other Charges	28,311	40,730	32,900	40,420
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	-	-	-	-
7551 User Charges - IT Pool	29,246	34,248	38,417	40,233
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ 809,378	\$ 804,865	\$ 859,225	\$ 936,490

Description	FY 2017 Requested
<u>7420 Utilities - Electricity/Gas/Water</u>	
Gas & Electricity	\$ 33,000
Sewer	890
Water	1,000
	34,890
<u>7421 Communications - Phones</u>	
Cell Phone for Theatre Staff, Comcast, Wifi	8,900
<u>7422 Advertising</u>	
Marketing for Co-produced & Season Shows	57,400
Theatre Marketing & Advertising	1,300
	58,700
<u>7424 Office Expense</u>	
Box Office Supplies	1,500
Office Supplies	1,500
Postage	7,000
	10,000
<u>7425 Minor Tools & Equipment</u>	
Tool Box & Miscellaneous Tools	100
<u>7427 Special Departmental Expense</u>	
First Aid Kits, Supplies & Equipment	100
Maintenance & Janitorial Supplies	200
Photo Framing	220
Piano Tuning	500
Production Equipment & Supplies	2,500
Special Program Expenses based on 1 Season (6 Shows):	
Catering for Performers (Shows)	9,500
Performer Lodging	3,500
Performer Transportation	2,500
Program Printing (Moved from 7422 in FY 08 & Added Programs for Co-Promotes)	7,000
Special Equipment Rental	28,300
	54,320
SUBTOTAL page 1	\$ 166,910

Description	FY 2017 Requested
<u>7428</u> Maint of Buildings, Structures & Grounds	
General Repairs for Customer Use-Related Damages (Reimbursable)	\$ 1,300
<u>7429</u> Maintenance & Operation of Equipment	
Preventative Maintenance Agreements:	
HVAC System	1,500
Repairs to Walkie Talkies, Elevators, etc.	500
Routine Service & Repairs:	
Lighting Equipment	250
Microphone & Public Address System Repairs	250
Service Agreements:	
D&V Sound Annual Maintenance Contract	1,500
Elevator Maintenance	2,000
Fire / Intrusion / Burglar Alarm Monitoring	600
	6,600
<u>7430</u> Professional & Specialized Services	
Contract for Theatre Management & Theatre Manager	200,953
Fund Development & Volunteer Expenses	1,000
In-House Production Talent (Based on One Season)	157,000
Other Reimbursable Expenses	700
Part-Time Labor (Technicians, Box Office Staff, Production Manager)	276,579
On-going Operations:	
Box Office & House Manager	\$ 58,847
Marketing/Media Relations	42,525
Production Manager	11,888
Technical Staff	20,444
	<u>\$ 133,704</u>
Reimbursable Labor:	
Box Office @ Events	\$ 11,543
House Manager @ Events	16,524
Technical Staff	114,809
	<u>\$ 142,876</u>
	<u>\$ 276,580</u>
Annual Research Fee	2,200
	638,432
SUBTOTAL page 2	\$ 646,332

Description	FY 2017 Requested
<u>7432 Other Contractual Services</u>	
Box Office Ticketing Software Support	\$ 3,710
Carpet Cleaning	3,600
Custodial Services & Upholstery Cleaning	18,935
Security Services for In-House Productions	3,850
	30,095
<u>7433 Insurance & Surety Bonds</u>	
Show Insurance (Annual Policy Based on Attendance or Square Feet & Number of Shows)	12,500
<u>7438 Other Charges</u>	
Active Fees and Charges (Rentals)	10,000
American Society of Composers, Authors & Producers (ASCAP) / Broadcast Music, Inc. License Fee (Based on 5 Shows & Rentals)	3,500
Credit Card Transaction & Bank Fees	18,000
Internet Ticketing Fees	8,920
	40,420
<u>7551 User Charges - IT Pool</u>	
Use of Computer Hardware/Software; Phones & Photocopier/FAX	40,233
SUBTOTAL page 3	123,248
TOTAL Exhibit C-1	\$ 936,490

CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : RECREATION & COMMUNITY SERVICES - SPORTS, AQUATICS, FITNESS

EXHIBIT A
101.531

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 701,736	\$ 763,296	\$ 841,008	\$ 877,058
Supplies, Services & Capital Outlay (Exhibit C)	162,503	204,094	238,911	258,098
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	864,240	967,390	1,079,919	1,135,156
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 864,240	\$ 967,390	\$ 1,079,919	\$ 1,135,156

FUNDING SOURCE(s)				
Program Revenue	\$ 1,014,725	\$ 963,321	\$ 1,043,123	\$ 973,994
Transfers from Other Funds	-	7,000	7,000	-
Use of Reserves	-	-	-	-
Additional Fund Revenue	(150,485)	-	29,796	161,162
Funding Source Total	\$ 864,240	\$ 970,321	\$ 1,079,919	\$ 1,135,156

REVENUE DETAIL						
Description	Fund / Acct.					
Program Fees:						
Sports	4613	\$ 373,319	\$ 358,044	\$ 409,202	\$ 380,241	
Aquatics	4614	265,229	238,626	265,466	230,500	
Fitness	4622	203,455	204,090	203,455	186,946	
Skate Park	4628	25,670	26,895	35,000	26,969	
Summer Concerts *	4645	12,123	-	-	-	
Drop In Classes	4629	134,929	135,666	130,000	149,338	
* Moved to Program 527 in FY 15						
Program Revenue		\$ 1,014,725	\$ 963,321	\$ 1,043,123	\$ 973,994	
Recreation Donations (Van Sickle)	795	\$ -	\$ 7,000	\$ 7,000	\$ -	
Transfers from Other Funds		\$ -	\$ 7,000	\$ 7,000	\$ -	
Additional Fund Subsidy		\$ (150,485)	\$ (2,931)	\$ 29,796	\$ 161,162	
TOTAL FUNDING SOURCES		\$ 864,240	\$ 967,390	\$ 1,079,919	\$ 1,135,156	

CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : RECREATION & COMMUNITY SERVICES - SPORTS, AQUATICS, FITNESS

EXHIBIT B
101.531

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 120,204	\$ 201,120	\$ 238,438	\$ 248,093
7002 Personnel - Temporary	495,555	437,710	458,965	482,084
7003 Personnel - Overtime	927	38	2,000	2,000
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 616,686	\$ 638,868	\$ 699,403	\$ 732,177
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	30	30	30	30
7106 Retirement	22,953	35,221	45,217	47,295
7107 Dental Insurance	2,918	6,475	6,996	7,256
7108 Group Health Insurance	20,085	44,093	50,466	49,370
7109 Group Life Insurance	285	611	663	642
7110 Workers' Compensation Insurance	11,016	14,070	14,494	15,115
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	911	1,791	2,526	2,515
7113 Medicare	9,354	9,845	10,110	10,606
7114 Auto Allowance	-	-	-	-
7115 Cell Phone Allowance	-	-	-	-
7118 Other Benefits Pay	35	2,408	650	1,300
7119 Social Security	-	19	-	-
7120 Sick Leave Payout	2,959	-	-	-
7121 Leave Balance Payout	6,147	-	-	-
7122 Deferred Compensation Contribution	2,005	4,254	4,485	4,485
7126 PARS 457 Retirement	6,352	5,610	5,968	6,267
Total Benefits	\$ 85,050	\$ 124,428	\$ 141,605	\$ 144,881
Total Salary & Benefits	\$ 701,736	\$ 763,296	\$ 841,008	\$ 877,058

CITY OF CAMPBELL

EXHIBIT B-1

OPERATING BUDGET - Personnel Allocation

101.531

PROGRAM : RECREATION & COMMUNITY SERVICES - SPORTS, AQUATICS, FITNESS

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Recreation Supervisor *	1.20	1.00	1.00	1.00	\$ 107,578
Executive Assistant **	0.40	0.40	-	-	-
Office Assistant **/**	0.40	-	-	-	-
Office Specialist **/**	-	0.40	0.40	0.40	32,223
Utility Worker ****	0.05	0.05	0.05	0.05	3,708
Recreation Specialist (Aquatics)	-	1.00	1.00	1.00	52,292
Recreation Specialist (Fitness)	-	1.00	1.00	1.00	52,292
* 0.20 FTE to Program 532 in FY 15					
** Balance in Programs 524 & 532					
*** Position reclassified in FY 14					
**** Balance in Prog 525, 526, 527, 532					
TOTAL	2.05	3.85	3.45	3.45	\$ 248,093

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
SPORTS:					
Adult Sports League Officials	1.19	1.10	0.64	0.48	\$ 14,244
Youth League/Camp Leaders	0.98	1.50	1.37	0.41	11,422
Sports Class Instructors	0.61	1.00	0.74	0.98	64,694
Recreation Specialist	0.98	0.50	0.50	0.69	26,400
AQUATICS:					
Swim Team Coaches (5)	3.25	2.24	2.24	2.17	77,760
Aquatic Instructor/Lifeguard	1.95	1.83	1.95	2.46	63,728
FITNESS:					
Fitness Program Specialist	0.48	-	-	-	-
Fitness Program Staff (Drop-in)	3.41	3.05	3.80	4.11	137,825
Fitness Program Class Instructors	1.15	0.83	0.92	0.74	53,716
SUMMER CONCERTS					
Event Staff (was Building Attendant)*	0.30	-	-	-	-
SKATE PARK					
Skate Park Attendant	0.76	0.76	0.70	1.03	22,575
Skate Park Instructor	0.31	0.31	0.31	0.31	9,720
* Moved to Program 527 in FY 15					
TOTAL	15.37	13.12	13.17	13.38	\$ 482,084

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : RECREATION & COMMUNITY SERVICES - SPORTS, AQUATICS, FITNESS

EXHIBIT C
101.531

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ -	\$ -	\$ -	\$ -
7421 Communications - Phones	-	-	-	-
7423 Clothing & Personal Expense	-	-	-	-
7424 Office Expense	-	-	-	-
7425 Minor Tools & Equipment	-	-	-	-
7427 Special Departmental Expense	11,041	10,480	23,155	19,730
7428 Maint of Buildings, Structures & Grounds	-	-	-	-
7429 Maintenance & Operation of Equipment	1,546	1,635	6,500	6,500
7430 Professional & Specialized Services	-	-	-	-
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	55,150	86,215	105,369	133,399
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	492	597	400	400
7435 Professional Development & Meetings	-	-	-	-
7437 Staff Development	1,091	1,126	-	-
7438 Other Charges	32,387	36,606	39,000	39,000
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7441 Special Community Services	46,174	50,294	45,280	38,952
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	-	-	-	-
7551 User Charges - IT Pool	14,622	17	19,207	20,117
7884 Machinery & Equipment	-	17,123	-	-
Total Supplies, Services & Capital Outlay	\$ 162,503	\$ 204,094	\$ 238,911	\$ 258,098

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Detail
PROGRAM : RECREATION & COMMUNITY SERVICES - SPORTS, AQUATICS, FITNESS

EXHIBIT C-1
101.531
Page 1

Description	FY 2017 Requested
<u>7427 Special Departmental Expense</u>	
Aquatics & Swim Team Supplies (Lane Line, Kickboards, Lifeguard & First Aid Supplies)	\$ 3,200
Fitness / Lap Swim Supplies / Weight Room Supplies / Tables & Chairs	3,975
Fitness Room Equipment Replacement (3 Spin Bikes)	4,125
Lane Line Replacement	3,500
Skate Park Membership	100
Sports Program Supplies	4,830
	19,730
<u>7429 Maintenance & Operation of Equipment</u>	
Maintenance and Parts for Skate Park	1,200
Maintenance and Parts for Fitness Center Equipment	5,300
	6,500
<u>7432 Other Contractual Services</u>	
Payment for Adult Basketball League Referees	47,190
Payment for Sport Camp (Soccer Camps) and Contract Class Instructors	86,209
	133,399
<u>7434 Memberships, Dues, Books</u>	
Books, Dues, Subscriptions	400
<u>7438 Other Charges</u>	
Active Fees and Charges	39,000
<u>7441 Special Community Services</u>	
Aquatics Supplies	2,900
Fitness Supplies (Includes Fun Run Supplies)	21,060
Skate Camp Shirts	1,360
Sports Supplies	6,632
Westmont Pool Rental (Swim Team Summer 2012)	7,000
	38,952
<u>7551 User Charges - IT Pool</u>	
Use of Computer Hardware/Software; Phones & Photocopier/Fax	20,117
TOTAL	\$ 258,098

CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : RECREATION & COMMUNITY SERVICES - PRE-SCHOOL, DAY CAMP & ENRICHMENT CLASSES

EXHIBIT A
101.532

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 704,856	\$ 630,326	\$ 713,429	\$ 732,430
Supplies, Services & Capital Outlay (Exhibit C)	335,260	330,761	367,748	373,993
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	1,040,115	961,087	1,081,177	1,106,423
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 1,040,115	\$ 961,087	\$ 1,081,177	\$ 1,106,423

FUNDING SOURCE(s)				
Program Revenue	\$ 1,170,075	\$ 1,102,524	\$ 1,086,337	\$ 1,106,539
Transfers from Other Funds	1,217	-	-	-
Use of Reserves	-	-	-	-
Additional Fund Revenue	(131,177)	(141,437)	(5,160)	(116)
Funding Source Total	\$ 1,040,115	\$ 961,087	\$ 1,081,177	\$ 1,106,423

REVENUE DETAIL					
Description	Fund / Acct.				
Program Fees:					
Day Camp	4617	\$ 426,304	\$ 385,879	\$ 378,860	\$ 396,735
Classes	4619	363,956	353,632	353,542	355,869
Pre-School	4620	379,630	361,963	353,935	353,935
Special Events	4621	185	1,050	-	-
Program Revenue		\$ 1,170,075	\$ 1,102,524	\$ 1,086,337	\$ 1,106,539
Recreation Donations (Van Sickle)					
		\$ 1,217	\$ -	\$ -	\$ -
Transfers from Other Funds		\$ 1,217	\$ -	\$ -	\$ -
Use of Fund Reserves					
		\$ -	\$ -	\$ -	\$ -
Additional Fund Subsidy		\$ (131,177)	\$ (141,437)	\$ (5,160)	\$ (116)
TOTAL FUNDING SOURCES		\$ 1,040,115	\$ 961,087	\$ 1,081,177	\$ 1,106,423

CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : RECREATION & COMMUNITY SERVICES - PRE-SCHOOL, DAY CAMP & ENRICHMENT CLASSES

EXHIBIT B
101.532

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 167,152	\$ 164,328	\$ 195,298	\$ 201,167
7002 Personnel - Temporary	437,285	371,605	410,860	418,323
7003 Personnel - Overtime	2,415	1,589	2,000	2,000
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 606,852	\$ 537,523	\$ 608,158	\$ 621,490
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	30	30	30	30
7106 Retirement	30,926	29,716	37,036	38,149
7107 Dental Insurance	3,910	4,663	4,968	5,231
7108 Group Health Insurance	26,543	30,621	35,838	35,060
7109 Group Life Insurance	386	440	471	456
7110 Workers' Compensation Insurance	5,794	6,930	7,824	12,622
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	1,257	1,428	1,794	1,786
7113 Medicare	9,297	8,275	8,786	8,983
7114 Auto Allowance	125	-	-	-
7115 Cell Phone Allowance	-	-	-	-
7118 Other Benefits Pay	2,177	2,863	-	-
7120 Sick Leave Payout	2,959	-	-	-
7121 Leave Balance Payout	6,147	-	-	-
7122 Deferred Compensation Contribution	2,740	3,072	3,185	3,185
7126 PARS 457 Retirement	5,712	4,766	5,339	5,438
Total Benefits	\$ 98,004	\$ 92,804	\$ 105,271	\$ 110,940
Total Salary & Benefits	\$ 704,856	\$ 630,326	\$ 713,429	\$ 732,430

**CITY OF CAMPBELL
OPERATING BUDGET - Personnel Allocation**

**EXHIBIT B-1
101.532**

PROGRAM : RECREATION & COMMUNITY SERVICES - PRE-SCHOOL, DAY CAMP & ENRICHMENT CLASSES

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Recreation Program Supervisor *	0.80	1.00	1.00	1.00	\$ 107,578
Executive Assistant **	0.40	0.40	-	-	-
Utility Worker ***	0.05	0.05	0.05	0.05	3,708
Office Assistant **	0.40	-	-	-	-
Office Specialist **	-	0.40	0.40	0.40	32,223
Recreation Specialist (Preschool)	-	1.00	1.00	1.00	57,658
* Moved from Program 321					
** Balance in Programs 524 & 531 Office Assistant reclassified to Office Specialist in FY 14					
*** Balance in Prog 525, 526 & 531					
TOTAL	1.65	2.85	2.45	2.45	\$ 201,167

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Day Camp Senior Recreation Specialist	0.56	0.25	0.25	0.25	\$ 12,096
Day Camp Recreation Specialist	0.17	0.17	0.17	0.17	9,072
Day Camp Recreation Leader I, II, III	7.27	7.29	7.11	7.11	176,328
Class Instructors	1.68	1.68	0.97	0.97	37,162
Preschool Teacher	2.49	1.93	1.99	1.99	92,060
Preschool Aides	2.00	2.00	2.14	2.14	70,805
Recreation Specialist	-	0.50	0.50	0.50	20,800
TOTAL	14.17	13.82	13.13	13.13	\$ 418,323

**CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary**

**EXHIBIT C
101.532**

PROGRAM : RECREATION & COMMUNITY SERVICES - PRE-SCHOOL, DAY CAMP & ENRICHMENT CLASSES

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ -	\$ -	\$ -	\$ -
7421 Communications - Phones	-	-	-	-
7423 Clothing & Personal Expense	-	-	-	-
7424 Office Expense	-	-	-	-
7425 Minor Tools & Equipment	-	-	-	-
7427 Special Departmental Expense	1,746	3,333	4,910	5,200
7428 Maint of Buildings, Structures & Grounds	-	-	-	-
7429 Maintenance & Operation of Equipment	-	-	-	-
7430 Professional & Specialized Services	-	-	-	-
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	173,386	164,706	168,155	177,742
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	312	215	530	530
7435 Professional Development & Meetings	-	-	-	-
7437 Staff Development	428	417	-	-
7438 Other Charges	51,360	51,758	65,000	60,000
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7441 Special Community Services	108,027	98,811	116,347	117,110
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	-	106	-	-
7551 User Charges - IT Pool	-	11,416	12,806	13,411
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ 335,260	\$ 330,761	\$ 367,748	\$ 373,993

Description	FY 2017 Requested
<u>7427 Special Departmental Expense</u>	
Expendable Supplies - Classes	\$ 1,000
Expendable Supplies - Day Camp	1,200
Expendable Supplies - Pre-School	3,000
	5,200
<u>7432 Other Contractual Services</u>	
Payment for Contract Class Instructors (e.g., Art Classes, Gardening, Music Together, Gymnastics, Economic Driving School)	177,742
<u>7434 Memberships, Dues, Books</u>	
Dues	430
Subscriptions	100
	530
<u>7438 Other Charges</u>	
Active Fees and Charges	60,000
<u>7441 Special Community Services</u>	
Classes	5,570
Day Camps (Trip Buses; Day camp T-Shirts, Etc.)	97,500
Pre-School	14,040
	117,110
<u>7551 User Charges - IT Pool</u>	
Use of Computer Hardware/Software; Phones & Photocopier/Fax	13,411
TOTAL	\$ 373,993

CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : RECREATION DONATION FUNDS

EXHIBIT A
794, 795 & 797

Description	FY 2013 Actual	FY 2014 Actual	FY 2015 Adopted	FY 2016 Adopted
Employee Services (Exhibit B)	\$ -	\$ -	\$ -	\$ -
Supplies, Services & Capital Outlay (Exhibit C)	-	-	-	-
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	-	-	-	-
Transfers Out (Exhibit E)	65,007	39,976	27,000	-
Appropriation Total	\$ 65,007	\$ 39,976	\$ 27,000	\$ -

FUNDING SOURCE(s)				
Program Revenue	\$ 47,552	\$ 38,648	\$ 20,000	\$ -
Transfers from Other Funds	-	-	-	-
Use of Reserves	17,455	1,328	7,000	7,000
Additional Fund Revenue	-	-	-	-
Funding Source Total	\$ 65,007	\$ 39,976	\$ 27,000	\$ 7,000

REVENUE DETAIL					
Description	Fund / Acct.				
Museum Trust - Interest Revenue	794.4410	1,033	885	-	-
Museum Trust - Museum Donations	794.4812	42,474	38,218	20,000	-
Parks Donations	794.4818	-	-	-	-
Recreation Grant - Interest Revenue	795.4410	118	76	-	-
Recreation Grant - Private Grants	795.4824	-	-	-	-
Recreation Grant - Donation	795.4825	824	-	-	-
Adult Services Trust - Interest Rev	797.4410	94	69	-	-
Adult Services Trust - Donations	797.4813	3,009	(600)	-	-
Program Revenue		\$ 47,552	\$ 38,648	\$ 20,000	\$ -
Transfers from Other Funds		\$ -	\$ -	\$ -	\$ -
Museum Donations Fund Balance	794	10,493	(2,863)	-	-
Recreation Donations Fund Balance	795	5,375	(76)	7,000	7,000
Senior Services Donations Fund Balance	797	1,587	4,267	-	-
Use of Fund Reserves		\$ 17,455	\$ 1,328	\$ 7,000	\$ 7,000
Additional Fund Subsidy		\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES		\$ 65,007	\$ 39,976	\$ 27,000	\$ 7,000

CITY OF CAMPBELL
 OPERATING BUDGET - Transfers Out
 PROGRAM : RECREATION DONATION FUNDS

EXHIBIT E
 794, 795 & 797

Description	FY 2015 Adopted	FY 2016 Adopted
<u>9899 Operating Transfers Out</u>		
Fund 794 Museum Donations		
Museum Services Program (101.528)	\$ 20,000	\$ -
<u>9899 Operating Transfers Out</u>		
Fund 795 Recreation Donations		
Sports, Aquatics Fitness Program (101.531)	7,000	-
<u>9899 Operating Transfers Out</u>		
Fund 797 Senior Citizens Donations		
Adult Services Program (101.526)	-	-
TOTAL	\$ 27,000	\$ -

CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : RECREATION & COMMUNITY SERVICES - ADMINISTRATION

EXHIBIT A
101.524

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 379,128	\$ 494,885	\$ 615,621	\$ 623,084
Supplies, Services & Capital Outlay (Exhibit C)	75,102	96,208	103,313	117,268
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	454,230	591,093	718,934	740,352
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 454,230	\$ 591,093	\$ 718,934	\$ 740,352

FUNDING SOURCE(s)				
Program Revenue	\$ 109	\$ (1,151)	\$ 11,000	\$ 11,000
Transfers from Other Funds	-	-	-	-
Use of Reserves	-	-	27,000	76,000
Additional Fund Revenue	454,121	592,244	680,934	653,352
Funding Source Total	\$ 454,230	\$ 591,093	\$ 718,934	\$ 740,352

REVENUE DETAIL					
Description	Fund / Acct.				
Donations - Youth Scholarships	4821	\$ 109	\$ (1,151)	\$ -	\$ -
Branding Merchandise	4643	-	-	-	-
Donations - School District & Library	4825	-	-	11,000	11,000
Program Revenue		\$ 109	\$ (1,151)	\$ 11,000	\$ 11,000
Transfers from Other Funds		\$ -	\$ -	\$ -	\$ -
CIPR - Limited Term Positions		\$ -	\$ -	\$ 27,000	\$ 76,000
Use of Fund Reserves		\$ -	\$ -	\$ 27,000	\$ 76,000
Additional Fund Subsidy		\$ 454,121	\$ 592,244	\$ 680,934	\$ 653,352
TOTAL FUNDING SOURCES		\$ 454,230	\$ 591,093	\$ 718,934	\$ 740,352

CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : RECREATION & COMMUNITY SERVICES - ADMINISTRATION

EXHIBIT B
101.524

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 262,795	\$ 300,576	\$ 362,610	\$ 377,656
7002 Personnel - Temporary	12,546	80,835	113,900	101,600
7003 Personnel - Overtime	-	-	-	-
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 275,341	\$ 381,411	\$ 476,510	\$ 479,256
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	-	-	-	-
7106 Retirement	44,487	54,533	68,765	71,619
7107 Dental Insurance	4,124	4,996	6,896	6,008
7108 Group Health Insurance	30,192	33,028	43,262	42,819
7109 Group Life Insurance	409	471	652	540
7110 Workers' Compensation Insurance	992	1,907	2,648	3,442
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	1,670	1,847	2,968	2,600
7113 Medicare	4,290	5,726	6,909	6,949
7114 Auto Allowance	2,235	2,255	2,280	4,560
7115 Cell Phone Allowance	-	738	-	720
7118 Other Benefits Pay	8,406	4,717	-	-
7120 Sick Leave Payout	1,480	-	-	-
7121 Leave Balance Payout	3,001	-	-	-
7122 Deferred Compensation Contribution	2,411	2,486	3,250	1,170
7124 VEBA Health Deferred Compensation	-	42	-	2,080
7126 PARS 457 Retirement	90	727	1,481	1,321
Total Benefits	\$ 103,787	\$ 113,474	\$ 139,111	\$ 143,828
Total Salary & Benefits	\$ 379,128	\$ 494,885	\$ 615,621	\$ 623,084

CITY OF CAMPBELL
OPERATING BUDGET - Personnel Allocation
PROGRAM : RECREATION & COMMUNITY SERVICES - ADMINISTRATION

EXHIBIT B-1
101.524

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Recreation & Community Svcs. Director	1.00	1.00	1.00	1.00	\$ 182,447
Executive Assistant *	0.20	0.20	-	-	-
Office Assistant **	0.20	-	-	-	-
Office Specialist **	-	0.20	0.20	0.20	16,111
Recreation Services Manager ***	1.00	1.00	1.00	1.00	132,060
Recreation Specialist (Youth Engagement) *****	-	-	0.50	0.50	26,146
Administrative Analyst I ****	-	-	0.20	0.20	20,892
*Balance in Programs 531 & 532					
** Position Reclassified during FY 14 Balance in Programs 531 & 532					
*** Re-allocated from Prog 529-532					
**** Balance in 510 & 701 2-Year Limited Term					
***** 2-Year Limited Term					
TOTAL	2.40	2.40	2.90	2.90	\$ 377,656

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Clerical Relief (Vacation/Holiday)	0.17	0.17	0.41	0.41	\$ 17,500
Recreation Intern (One Year)	0.05	-	-	-	-
Customer Service Clerks	-	-	1.14	2.04	72,100
MTEP Coverage (One-Time Funding)	-	-	0.23	-	-
Recreation Leader *	-	-	0.10	0.10	2,000
Work Experience Leader *	-	-	0.48	0.48	10,000
*Youth Engagement Program					
TOTAL	0.22	0.17	2.36	3.03	\$ 101,600

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : RECREATION & COMMUNITY SERVICES - ADMINISTRATION

EXHIBIT C
101.524

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ -	\$ -	\$ -	\$ -
7421 Communications - Phones	1,171	1,901	1,200	1,500
7423 Clothing & Personal Expense	-	-	-	-
7424 Office Expense	6,367	9,992	7,000	17,640
7425 Minor Tools & Equipment	-	-	-	-
7427 Special Departmental Expense	36,493	37,764	39,600	41,100
7428 Maint. of Buildings, Structures & Grounds	-	-	-	-
7429 Maintenance & Operation of Equipment	-	-	-	-
7430 Professional & Specialized Services	192	-	700	700
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	-	-	-	-
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	475	640	800	800
7435 Professional Development & Meetings	5,010	16,466	12,000	12,000
7437 Staff Development	1,023	-	-	-
7438 Other Charges	-	-	-	-
7439 Bad Debts	-	-	-	-
7441 Special Community Services	-	906	10,000	10,000
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	-	-	-	-
7551 User Charges - IT Pool	24,371	28,539	32,013	33,528
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ 75,102	\$ 96,208	\$ 103,313	\$ 117,268

Description	FY 2017 Requested
<u>7421 Communications - Phones</u>	
E-Mail Newsletter Fees	\$ 900
FAX Line	600
	1,500
<u>7424 Office Expense</u>	
Office Furniture (one-time)	8,000
Office Water	2,640
Office Supplies & Printing Expenses	7,000
	17,640
<u>7427 Special Departmental Expense</u>	
American Society of Composers, Authors & Performers (ASCAP) BMI Licensing Fee, SESAC	1,600
Department Meetings	500
Departmental Employee Recognition	450
Lettering Machine Supplies	300
Motion Picture License	500
Recreation Activities Brochure (3 Per Year)	35,750
Other Department Wide Supplies	2,000
	41,100
<u>7430 Professional & Specialized Services</u>	
Hepatitis B Vaccines (Lifeguards/Building Attendants)	200
TB Testing - Lifeguards, Day Camp Leaders, Instructors, Etc.	500
	700
<u>7434 Memberships, Dues, Books</u>	
Books	100
Dues (Includes Parks & Recreation Commission)	500
Subscriptions	200
	800
<u>7435 Professional Development & Meetings</u>	
Conferences, Workshops & Meetings	12,000
<u>7441 Special Community Services</u>	
Youth Engagement (Contract events, program supplies, YAC Attack)	10,000
<u>7551 User Charges - IT Pool</u>	
Use of Computer Hardware/Software; Phones & Photocopier/Fax	33,528
TOTAL	\$ 117,268

CITY OF CAMPBELL
 OPERATING BUDGET - Summary of Exhibits
 PROGRAM : RECREATION & COMMUNITY SERVICES - NUTRITION PROGRAM

EXHIBIT A
 101.525

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 85,025	\$ 99,562	\$ 100,071	\$ 100,695
Supplies, Services & Capital Outlay (Exhibit C)	68,851	105,934	113,564	118,054
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	153,876	205,496	213,635	218,749
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 153,876	\$ 205,496	\$ 213,635	\$ 218,749

FUNDING SOURCE(s)				
Program Revenue	\$ 62,927	\$ 82,433	\$ 92,802	\$ 96,247
Transfers from Other Funds	-	-	-	-
Use of Reserves	-	-	-	-
Additional Fund Revenue	90,949	123,062	120,833	122,502
Funding Source Total	\$ 153,876	\$ 205,496	\$ 213,635	\$ 218,749

REVENUE DETAIL					
Description	Fund / Acct.				
County's Share of Nutrition Program	4561	\$ 48,751	\$ 63,069	\$ 45,163	\$ 47,409
County's Share of Room Usage	4561	-	-	8,437	8,437
County's Share of Personnel Costs	4561	-	-	20,202	21,401
Meal Donations	4816	14,176	19,365	19,000	19,000
Program Revenue		\$ 62,927	\$ 82,433	\$ 92,802	\$ 96,247
Transfers from Other Funds		\$ -	\$ -	\$ -	\$ -
Use of Fund Reserves		\$ -	\$ -	\$ -	\$ -
Additional Fund Subsidy		\$ 90,949	\$ 123,062	\$ 120,833	\$ 122,502
TOTAL FUNDING SOURCES		\$ 153,876	\$ 205,496	\$ 213,635	\$ 218,749

CITY OF CAMPBELL
 OPERATING BUDGET - Employee Services

EXHIBIT B
 101.525

PROGRAM : RECREATION & COMMUNITY SERVICES - NUTRITION PROGRAM

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 45,102	\$ 51,557	\$ 54,948	\$ 56,611
7002 Personnel - Temporary	11,670	11,548	14,280	14,280
7003 Personnel - Overtime	-	38	-	-
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 56,772	\$ 63,143	\$ 69,228	\$ 70,891
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	90	90	90	90
7106 Retirement	7,207	8,891	10,421	10,753
7107 Dental Insurance	2,449	2,659	2,738	1,723
7108 Group Health Insurance	11,192	12,176	12,554	12,323
7109 Group Life Insurance	245	251	259	161
7110 Workers' Compensation Insurance	790	1,207	1,500	1,812
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	419	446	988	621
7113 Medicare	831	989	1,003	1,030
7114 Auto Allowance	-	-	-	-
7115 Cell Phone Allowance	-	-	-	-
7118 Other Benefits Pay	-	-	-	-
7120 Sick Leave Payout	2,378	1,680	-	-
7121 Leave Balance Payout	1,425	6,771	-	-
7122 Deferred Compensation Contribution	1,063	1,108	1,105	1,105
7126 PARS 457 Retirement	164	150	185	186
Total Benefits	\$ 28,253	\$ 36,419	\$ 30,843	\$ 29,804
Total Salary & Benefits	\$ 85,025	\$ 99,562	\$ 100,071	\$ 100,695

CITY OF CAMPBELL

EXHIBIT B-1

OPERATING BUDGET - Personnel Allocation

101.525

PROGRAM : RECREATION & COMMUNITY SERVICES - NUTRITION PROGRAM

Permanent Personnel	Full-Time Equivalentents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Nutrition Site Manager	0.50	0.50	0.50	0.50	\$ 23,972
Senior Services Supervisor *	0.20	0.20	0.20	0.20	21,516
Utility Worker **	0.15	0.15	0.15	0.15	11,123
* Balance in Program 526					
** Balance in Prog 526, 527, 531 & 532					
TOTAL	0.85	0.85	0.85	0.85	\$ 56,611

Temporary Personnel	Full-Time Equivalentents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Relief Site Manager	0.03	0.03	0.03	0.03	\$ 1,800
Relief Food Server	0.03	0.03	-	-	-
Food Server	0.50	0.50	0.50	0.50	12,480
TOTAL	0.55	0.55	0.53	0.53	\$ 14,280

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : RECREATION & COMMUNITY SERVICES - NUTRITION PROGRAM

EXHIBIT C
101.525

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ -	\$ -	\$ -	\$ -
7421 Communications - Phones	-	-	-	-
7423 Clothing & Personal Expense	-	-	-	-
7424 Office Expense	-	-	-	-
7425 Minor Tools & Equipment	-	-	-	-
7427 Special Departmental Expense	9,975	14,834	19,470	19,470
7428 Maintenance of Buildings, Structures & Grounds	-	-	-	-
7429 Maintenance & Operation of Equipment	-	-	-	-
7430 Professional & Specialized Services	-	-	-	-
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	58,876	91,097	94,094	98,584
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	-	-	-	-
7435 Professional Development & Meetings	-	-	-	-
7437 Staff Development	-	3	-	-
7438 Other Charges	-	-	-	-
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	-	-	-	-
7551 User Charges - IT Pool	-	-	-	-
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ 68,851	\$ 105,934	\$ 113,564	\$ 118,054

Description	FY 2017 Requested
<u>7427 Special Departmental Expense</u>	
Operations Costs (Dishes/Flatware, Paper Products, Laundry Services, Office Supplies)	\$ 5,733
Plastic ware	5,050
Pre-Packaged Meals	150
Room Usage Fee *	8,437
Special Event Supplies	100
	19,470
<u>7432 Other Contractual Services</u>	
Food Costs (17,360 Meals @ \$5.13 Each)	89,084
Payment to Santa Clara County:	
1/2 of Daily Contributions	9,500
	98,584
* Rental Value of City's Room M-50	
TOTAL	\$ 118,054

CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : RECREATION & COMMUNITY SERVICES - ADULT SERVICES

EXHIBIT A
101.526

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 439,810	\$ 463,989	\$ 494,068	\$ 513,903
Supplies, Services & Capital Outlay (Exhibit C)	133,005	165,508	147,864	155,714
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	572,815	629,497	641,932	669,617
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 572,815	\$ 629,497	\$ 641,932	\$ 669,617

FUNDING SOURCE(s)				
Program Revenue	\$ 291,734	\$ 318,591	\$ 309,561	\$ 311,059
Transfers from Other Funds	3,736	-	-	-
Use of Reserves	-	-	-	-
Additional Fund Revenue	277,345	310,906	332,371	358,558
Funding Source Total	\$ 572,815	\$ 629,497	\$ 641,932	\$ 669,617

REVENUE DETAIL					
Description	Fund / Acct.				
Classes	4612	\$ 175,673	\$ 179,855	\$ 179,781	\$ 186,854
Fund Raiser	4625	1,924	1,280	-	-
Program Fees	4626	114,137	137,456	129,780	124,205
Program Revenue		\$ 291,734	\$ 318,591	\$ 309,561	\$ 311,059
Senior Trust	797	\$ 3,736	\$ -	\$ -	\$ -
Transfers from Other Funds		\$ 3,736	\$ -	\$ -	\$ -
Use of Fund Reserves		\$ -	\$ -	\$ -	\$ -
Additional Fund Subsidy		\$ 277,345	\$ 310,906	\$ 332,371	\$ 358,558
TOTAL FUNDING SOURCES		\$ 572,815	\$ 629,497	\$ 641,932	\$ 669,617

CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : RECREATION & COMMUNITY SERVICES - ADULT SERVICES

EXHIBIT B
101.526

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 211,479	\$ 227,727	\$ 243,204	\$ 250,481
7002 Personnel - Temporary	129,004	130,682	136,543	146,416
7003 Personnel - Overtime	13	38	-	-
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 340,496	\$ 358,448	\$ 379,747	\$ 396,897
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	90	90	90	90
7106 Retirement	34,456	39,421	46,121	47,501
7107 Dental Insurance	5,548	5,815	5,982	5,974
7108 Group Health Insurance	40,069	41,392	43,152	42,215
7109 Group Life Insurance	555	549	567	549
7110 Workers' Compensation Insurance	3,289	4,805	5,132	7,033
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	1,772	1,786	2,160	2,151
7113 Medicare	3,871	4,056	5,505	5,755
7114 Auto Allowance	-	-	-	-
7115 Cell Phone Allowance	-	-	-	-
7118 Other Benefits Pay	10	672	-	-
7120 Sick Leave Payout	2,034	1,440	-	-
7121 Leave Balance Payout	2,077	-	-	-
7122 Deferred Compensation Contribution	3,891	3,846	3,835	3,835
7126 PARS 457 Retirement	1,650	1,670	1,777	1,903
Total Benefits	\$ 99,314	\$ 105,542	\$ 114,321	\$ 117,006
Total Salary & Benefits	\$ 439,810	\$ 463,989	\$ 494,068	\$ 513,903

CITY OF CAMPBELL
OPERATING BUDGET - Personnel Allocation
PROGRAM : RECREATION & COMMUNITY SERVICES - ADULT SERVICES

EXHIBIT B-1
101.526

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Senior Services Supervisor *	0.70	0.80	0.80	0.80	\$ 86,062
Recreation Program Coordinator	1.00	1.00	1.00	1.00	83,908
Office Assistant	1.00	1.00	1.00	1.00	69,388
Utility Worker **	0.15	0.15	0.15	0.15	11,123
* Balance in Program 525					
** Balance in Prog 525, 527, 531 & 532					
TOTAL	2.85	2.95	2.95	2.95	\$ 250,481

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Lifeguard/Instructor	0.11	0.11	0.11	0.13	\$ 6,280
Class Instructors	1.83	1.83	1.75	1.82	113,616
Clerical Relief	0.08	0.08	0.08	0.08	3,200
Recreation Specialist (Trips)	0.22	0.22	0.22	0.25	8,320
Case Management Support	-	-	-	0.29	15,000
TOTAL	2.24	2.24	2.16	2.57	\$ 146,416

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : RECREATION & COMMUNITY SERVICES - ADULT SERVICES

EXHIBIT C
101.526

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	-	-	-	-
7421 Communications - Phones	-	-	-	-
7423 Clothing & Personal Expense	-	-	-	-
7424 Office Expense	8,344	7,161	7,552	7,196
7425 Minor Tools & Equipment	-	-	-	-
7427 Special Departmental Expense	4,404	10,821	5,400	2,830
7428 Maint of Buildings, Structures & Grounds	-	-	-	-
7429 Maintenance & Operation of Equipment	100	294	300	200
7430 Professional & Specialized Services	-	-	-	-
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	7,994	11,788	7,500	7,500
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	395	375	405	405
7435 Professional Development & Meetings	-	-	-	-
7437 Staff Development	84	53	-	-
7438 Other Charges	10,072	10,093	10,500	10,500
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7441 Special Community Service	72,367	90,675	77,740	86,800
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	-	-	50	50
7551 User Charges - IT Pool	29,246	34,248	38,417	40,233
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	133,005	165,508	147,864	155,714

CITY OF CAMPBELL
 OPERATING BUDGET - Supplies & Services Detail
 PROGRAM : RECREATION & COMMUNITY SERVICES - ADULT SERVICES

EXHIBIT C-1
 101.526
 Page 1

Description	FY 2017 Requested
<u>7424 Office Expense</u>	
Newsletter Mailing & Permit	\$ 692
Office Supplies	200
Printing of Membership Cards & Highlights Flyer	1,000
Printing of Monthly Newsletter	5,304
	7,196
<u>7427 Special Departmental Expense</u>	
Recreation Program Supplies	2,830
<u>7429 Maintenance & Operation of Equipment</u>	
Piano Tuning, TV, DVD, Pool Table Repair, Keyboard, Etc.	200
<u>7432 Other Contractual Services</u>	
Case Management Augmentation	7,500
<u>7434 Memberships, Dues, Books</u>	
Dues - Supervisor & Coordinator	405
<u>7438 Other Charges</u>	
Active Fees and Charges	10,500
<u>7441 Special Community Service</u>	
Program Expenses for Special Events/Fund Raisers	6,800
Program Expenses for Trips	80,000
	86,800
<u>7550 User Charges - Motor Pool</u>	
Use of City Pool Vehicles	50
<u>7551 User Charges - IT Pool</u>	
Use of Computer Hardware/Software; Phones & Photocopier/Fax	40,233
TOTAL	\$ 155,714

CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : RECREATION & COMMUNITY SERVICES - COMMUNITY CENTER

EXHIBIT A
101.527

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 421,262	\$ 459,685	\$ 512,224	\$ 545,919
Supplies, Services & Capital Outlay (Exhibit C)	379,341	417,401	281,718	304,629
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	800,603	877,086	793,942	850,548
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 800,603	\$ 877,086	\$ 793,942	\$ 850,548

FUNDING SOURCE(s)				
Program Revenue	\$ 611,847	\$ 647,139	\$ 562,823	\$ 628,497
Transfers from Other Funds	-	-	-	-
Use of Reserves	-	-	-	20,000
Additional Fund Revenue	188,756	229,946	231,119	202,051
Funding Source Total	\$ 800,603	\$ 877,086	\$ 793,942	\$ 850,548

REVENUE DETAIL					
Description	Fund / Acct.				
Program Fees-Picnic Fees	4616	\$ 24,113	\$ 25,115	\$ 23,304	\$ 28,420
Community Group Sponsored Event	4630	-	-	5,040	4,910
Tenant Lease Income	4810	1,859	2,630	-	-
Other Rental Income	4819	576,029	608,364	523,679	581,567
Other Income	4965	5,863	1,239	1,700	3,800
Vending Machine Concession	4627	3,983	2,447	2,400	2,400
Summer Concerts *	4645	-	7,345	6,700	7,400
* Moved from Program 531 in FY 15					
Program Revenue		\$ 611,847	\$ 647,139	\$ 562,823	\$ 628,497
Transfers from Other Funds		\$ -	\$ -	\$ -	\$ -
General Fund - CIPR	3641	-	-	-	\$ 20,000
Use of Fund Reserves		\$ -	\$ -	\$ -	\$ 20,000
Additional Fund Subsidy		\$ 188,756	\$ 229,946	\$ 231,119	\$ 202,051
TOTAL FUNDING SOURCES		\$ 800,603	\$ 877,086	\$ 793,942	\$ 850,548

CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : RECREATION & COMMUNITY SERVICES - COMMUNITY CENTER

EXHIBIT B
101.527

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 203,801	\$ 250,750	\$ 271,657	\$ 281,071
7002 Personnel - Temporary	112,516	80,320	101,385	122,418
7003 Personnel - Overtime	135	609	1,000	1,000
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 316,453	\$ 331,678	\$ 374,042	\$ 404,489
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	360	360	360	720
7106 Retirement	34,029	43,464	51,516	53,977
7107 Dental Insurance	4,990	6,934	7,301	7,290
7108 Group Health Insurance	36,509	49,053	52,661	51,516
7109 Group Life Insurance	499	654	691	670
7110 Workers' Compensation Insurance	5,148	7,071	9,015	10,203
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	1,594	2,032	2,635	2,624
7113 Medicare	4,851	5,030	5,406	5,721
7114 Auto Allowance	-	-	-	-
7115 Cell Phone Allowance	-	-	-	-
7118 Other Benefits Pay	1,281	1,264	2,600	2,600
7120 Sick Leave Payout	-	-	-	-
7121 Leave Balance Payout	10,593	6,523	-	-
7122 Deferred Compensation Contribution	3,539	4,571	4,680	4,680
7126 PARS 457 Retirement	1,417	1,050	1,317	1,429
Total Benefits	\$ 104,810	\$ 128,006	\$ 138,182	\$ 141,430
Total Salary & Benefits	\$ 421,262	\$ 459,685	\$ 512,224	\$ 545,919

CITY OF CAMPBELL
OPERATING BUDGET - Personnel Allocation
PROGRAM : RECREATION & COMMUNITY SERVICES - COMMUNITY CENTER

EXHIBIT B-1
101.527

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Recreation Supervisor *	1.00	1.00	1.00	1.00	\$ 107,578
Senior Office Assistant	1.00	1.00	1.00	1.00	76,710
Utility Worker **	0.60	0.60	0.60	0.60	44,491
Recreation Specialist (Facilities)	-	1.00	1.00	1.00	52,292
* Balance in Program 531					
** Balance in Prog 525, 526, 531 & 532					
	2.60	3.60	3.60	3.60	\$ 281,071

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Support Staff	0.29	0.08	0.20	0.21	\$ 7,760
Building Attendants	3.00	3.00	3.46	3.53	84,364
Field Attendant	-	0.74	1.06	0.74	17,814
Reservations Support	-	-	-	0.38	12,480
TOTAL	3.29	3.82	4.72	4.86	\$ 122,418

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : RECREATION & COMMUNITY SERVICES - COMMUNITY CENTER

EXHIBIT C
101.527

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ 331,228	\$ 355,449	\$ 213,352	\$ 213,352
7421 Communications - Phones	5,479	4,230	3,480	3,480
7423 Clothing & Personal Expense	792	972	900	900
7424 Office Expense	196	-	-	-
7425 Minor Tools & Equipment	1,954	4,603	11,000	7,400
7427 Special Departmental Expense	9,806	2,796	5,000	23,000
7428 Maintenance of Buildings, Structures & Ground	-	-	-	-
7429 Maintenance & Operation of Equipment	917	3,560	1,700	3,700
7430 Professional & Specialized Services	-	-	-	-
7431 Promotional Expense	421	177	500	500
7432 Other Contractual Services	-	-	-	-
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	170	150	175	175
7435 Professional Development & Meetings	(184)	-	-	-
7437 Staff Development	246	-	-	-
7438 Other Charges	8,798	15,906	11,000	17,000
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7441 Special Community Services	21	6,726	9,000	8,300
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	-	-	-	-
7551 User Charges - IT Pool	19,497	22,832	25,611	26,822
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ 379,341	\$ 417,401	\$ 281,718	\$ 304,629

Description	FY 2017 Requested
<u>7431 Promotional Expense</u> Calendars - Holiday Cards to Renters / Tenants	\$ 500
<u>7434 Memberships, Dues, Books</u> California Park & Recreation Society (CPRS)	175
<u>7438 Other Charges</u> Active Fees and Charges	17,000
<u>7441 Special Community Services</u> (9) Concert Bands, Supplies, Porta-Potties	8,300
<u>7551 User Charges - IT Pool</u> Use of Computer Hardware/Software; Phones & Photocopier/Fax	26,822
SUBTOTAL page 2	52,797
TOTAL Exhibit C-1	\$ 304,629

CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : RECREATION & COMMUNITY SERVICES - MUSEUM SERVICES

EXHIBIT A
101.528

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 201,896	\$ 215,934	\$ 239,370	\$ 239,116
Supplies, Services & Capital Outlay (Exhibit C)	72,935	88,342	100,561	146,689
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	274,831	304,276	339,931	385,805
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 274,831	\$ 304,276	\$ 339,931	\$ 385,805

FUNDING SOURCE(s)				
Program Revenue	\$ 67,575	\$ 69,317	\$ 89,275	\$ 74,410
Transfers from Other Funds	36,240	-	-	-
Use of Reserves	-	-	-	-
Additional Fund Revenue	171,016	234,959	250,656	311,395
Funding Source Total	\$ 274,831	\$ 304,276	\$ 339,931	\$ 385,805

REVENUE DETAIL					
Description	Fund / Acct.				
Program Fees	4609	\$ 26,188	28,763	\$ 32,910	\$ 28,685
Rental Fees	4610	34,686	33,192	49,365	38,725
Admission Fees	4611	6,701	7,362	7,000	7,000
Program Revenue		\$ 67,575	\$ 69,317	\$ 89,275	\$ 74,410
Museum Trust	794	30,000	-	-	-
Museum Trust - Museum Foundation fo Collections Specialist	794	6,240	-	-	-
Transfers from Other Funds		\$ 36,240	\$ -	\$ -	\$ -
Use of Fund Reserves		\$ -	\$ -	\$ -	\$ -
Additional Fund Subsidy		\$ 171,016	\$ 234,959	\$ 250,656	\$ 311,395
TOTAL FUNDING SOURCES		\$ 274,831	\$ 304,276	\$ 339,931	\$ 385,805

CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : RECREATION & COMMUNITY SERVICES - MUSEUM SERVICES

EXHIBIT B
101.528

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 111,924	\$ 103,954	\$ 115,908	\$ 118,998
7002 Personnel - Temporary	39,014	57,172	61,185	58,919
7003 Personnel - Overtime	713	60	-	-
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 151,651	\$ 161,186	\$ 177,093	\$ 177,917
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	-	-	-	-
7106 Retirement	18,251	17,908	21,981	22,567
7107 Dental Insurance	3,444	3,778	4,056	4,050
7108 Group Health Insurance	21,558	23,002	25,689	25,043
7109 Group Life Insurance	344	341	384	326
7110 Workers' Compensation Insurance	777	1,537	3,067	2,317
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	1,086	1,026	1,464	1,276
7113 Medicare	2,061	2,217	2,566	2,579
7114 Auto Allowance	17	-	-	-
7115 Cell Phone Allowance	-	-	-	-
7118 Other Benefits Pay	168	-	-	-
7119 Social Security	-	9	-	-
7120 Sick Leave Payout	-	-	-	-
7121 Leave Balance Payout	-	2,153	-	-
7122 Deferred Compensation Contribution	2,074	2,031	2,275	2,275
7126 PARS 457 Retirement	465	744	795	766
Total Benefits	\$ 50,246	\$ 54,748	\$ 62,277	\$ 61,199
Total Salary & Benefits	\$ 201,896	\$ 215,934	\$ 239,370	\$ 239,116

CITY OF CAMPBELL
OPERATING BUDGET - Personnel Allocation
PROGRAM : RECREATION & COMMUNITY SERVICES - MUSEUM SERVICES

EXHIBIT B-1
101.528

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Senior Museum Specialist	1.00	1.00	0.75	0.75	\$ 66,706
Education Coordinator	0.75	0.75	-	-	-
Recreation Services Manager	-	-	-	-	-
Senior Services Supervisor	0.10	-	-	-	-
Museum Collections Specialist	-	1.00	1.00	1.00	52,292
TOTAL	1.85	2.75	1.75	1.75	\$ 118,998

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Facility Attendant Staff	0.12	0.19	0.20	0.20	\$ 5,100
Building Attendant (Museum Support)	0.02	0.02	0.02	0.02	576
Collections Specialist **	0.27	-	-	-	-
Program Assistant	0.21	0.38	0.87	0.88	28,243
Event Coordinator	-	-	0.57	0.47	15,000
Guest Services Associate	-	-	0.49	0.47	10,000
** Funded by Museum Foundation FY 13 & 14					
TOTAL	0.62	0.59	2.15	2.04	\$ 58,919

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : RECREATION & COMMUNITY SERVICES - MUSEUM SERVICES

EXHIBIT C
101.528

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ 15,914	\$ 21,269	\$ 19,000	\$ 21,000
7421 Communications - Phones	696	905	800	800
7422 Advertising	-	760	-	-
7423 Clothing & Personal Expense	-	-	-	-
7424 Office Expense	343	688	1,000	1,000
7425 Minor Tools & Equipment	-	-	-	-
7427 Special Departmental Expense	16,214	21,695	31,292	75,065
7428 Maintenance of Buildings, Structures & Ground	-	-	-	-
7429 Maintenance & Operation of Equipment	396	755	1,000	1,000
7430 Professional & Specialized Services	-	-	-	-
7431 Promotional Expense	1,508	1,032	3,300	2,300
7432 Other Contractual Services	16,919	15,876	16,758	16,902
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	243	948	1,000	1,000
7435 Professional Development & Meetings	-	-	-	-
7437 Staff Development	300	473	-	-
7438 Other Charges	842	1,065	800	800
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	64	43	-	-
7551 User Charges - IT Pool	19,497	22,832	25,611	26,822
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ 72,935	\$ 88,342	\$ 100,561	\$ 146,689

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Detail
PROGRAM : RECREATION & COMMUNITY SERVICES - MUSEUM SERVICES

EXHIBIT C-1
101.528
Page 1

Description	FY 2017 Requested
<u>7420</u> Utilities - Electricity/Gas/Water	
Electricity & Gas - PG&E (Museum & Ainsley House)	\$ 18,475
Sewer (Museum & Ainsley House)	525
Water (Museum & Ainsley House)	2,000
	21,000
<u>7421</u> Communications - Phones	
Telephone Line for Alarm System, Computer Network, FAX Machine (Visa/MC)	800
<u>7424</u> Office Expense	
Museum Operations	1,000
<u>7427</u> Special Departmental Expense	
Collections Supplies	5,000
Conservation of Artifacts	5,000
Conservation Project (Digitization) (one-time)	23,665
Educational Programs	8,000
Exhibit Expenses	12,000
Garden Supplies	1,000
Lecture Program Supplies	1,000
Other Program Supplies (Family Fun Spooky Night, Open House)	1,000
Tuff Shed/Exit Door & Garden Gate Modification	18,000
Volunteer Training Supplies	400
	75,065
<u>7429</u> Maintenance & Operation of Equipment	
Ainsley House Alarm Monitoring & Repairs	500
Historical Museum Alarm Monitoring & Repairs	500
	1,000
<u>7431</u> Promotional Expense	
Marketing Expenses - Ainsley House Holiday Brochure, Exhibit Guides Appraisal Faire Guide, Ainsley House Visitor Brochure	2,300
SUBTOTAL page 1	\$ 101,165

Description	FY 2017 Requested
7432 Other Contractual Services Awning Cleaning Museum Custodial Services	\$ 750 16,152 16,902
7434 Memberships, Dues, Books Books / Dues	1,000
7438 Other Charges Active Net Fees & Charges	800
7551 User Charges - IT Pool Use of Computer Hardware/Software; Phones & Photocopier/Fax	26,822
<p style="text-align: right;">SUBTOTAL page 2</p>	45,524
<p style="text-align: right;">TOTAL Exhibit C-1</p>	\$ 146,689

CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : RECREATION & COMMUNITY SERVICES - HERITAGE THEATRE

EXHIBIT A
101.529

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 3,902	\$ -	\$ -	\$ -
Supplies, Services & Capital Outlay (Exhibit C)	809,378	804,865	859,225	936,490
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	813,280	804,865	859,225	936,490
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 813,280	\$ 804,865	\$ 859,225	\$ 936,490

FUNDING SOURCE(s)				
Program Revenue	\$ 713,280	\$ 673,124	\$ 659,225	\$ 696,880
Transfers from Other Funds	-	-	-	-
Use of Reserves	-	-	-	39,610
Additional Fund Revenue	100,000	131,741	200,000	200,000
Funding Source Total	\$ 813,280	\$ 804,865	\$ 859,225	\$ 936,490

REVENUE DETAIL					
Description	Fund / Acct.				
Theatre Revenue Donations	4631	\$ 29,030	\$ 1,081	\$ 4,000	\$ 3,500
FOHT Operation Support	4631	-	-	-	-
Preservation & Facility Surcharge	4632	-	66,121	-	-
Facility Fee (Operating Revenue)	4633	62,233	11,703	46,780	17,559
Concession & Merchandise	4643	3,506	3,543	3,125	3,125
Ticket Sales	4644	195,719	222,313	191,820	256,020
Sponsorships	4645	56,279	34,300	48,000	45,000
Program Advertising	4646	7,050	4,075	6,000	7,500
Theatre Rental Income	4819	359,345	375,197	359,500	364,176
Other Revenue	4965	118	20,912	-	-
Program Revenue		\$ 713,280	\$ 673,124	\$ 659,225	\$ 696,880
Transfers from Other Funds		\$ -	\$ -	\$ -	\$ -
Theatre Preservation & Enhancement	3666	\$ -	\$ -	\$ -	\$ 39,610
Use of Fund Reserves		\$ -	\$ -	\$ -	\$ 39,610
Additional Fund Subsidy		\$ 100,000	\$ 131,741	\$ 200,000	\$ 200,000
TOTAL FUNDING SOURCES		\$ 813,280	\$ 804,865	\$ 859,225	\$ 936,490

CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : RECREATION & COMMUNITY SERVICES - HERITAGE THEATRE

EXHIBIT B
101.529

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 2,656	\$ -	\$ -	\$ -
7002 Personnel - Temporary	-	-	-	-
7003 Personnel - Overtime	-	-	-	-
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 2,656	\$ -	\$ -	\$ -
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	-	-	-	-
7106 Retirement	473	-	-	-
7107 Dental Insurance	46	-	-	-
7108 Group Health Insurance	341	-	-	-
7109 Group Life Insurance	5	-	-	-
7110 Workers' Compensation Insurance	11	-	-	-
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	20	-	-	-
7113 Medicare	48	-	-	-
7114 Auto Allowance	25	-	-	-
7115 Cell Phone Allowance	-	-	-	-
7118 Other Benefits Pay	252	-	-	-
7120 Sick Leave Payout	-	-	-	-
7121 Leave Balance Payout	-	-	-	-
7122 Deferred Compensation Contribution	27	-	-	-
7126 PARS 457 Retirement	-	-	-	-
Total Benefits	\$ 1,246	\$ -	\$ -	\$ -
Total Salary & Benefits	\$ 3,902	\$ -	\$ -	\$ -

CITY OF CAMPBELL
OPERATING BUDGET - Personnel Allocation
PROGRAM : RECREATION & COMMUNITY SERVICES - HERITAGE THEATRE

EXHIBIT B-1
101.529

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Recreation Services Manager *	-	-	-	-	-
* Moved to Program 524 in FY 14					
TOTAL	-	-	-	-	-

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
	-	-	-	-	-
TOTAL	-	-	-	-	-

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : RECREATION & COMMUNITY SERVICES - HERITAGE THEATRE

EXHIBIT C
101.529

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ 32,016	\$ 38,753	\$ 34,890	\$ 34,890
7421 Communications - Phones	3,988	6,233	6,960	8,900
7422 Advertising	44,421	46,865	50,300	58,700
7423 Clothing & Personal Expense	-	-	-	-
7424 Office Expense	7,769	10,289	13,500	10,000
7425 Minor Tools & Equipment	65	2,222	100	100
7427 Special Departmental Expense	58,386	23,564	43,020	54,320
7428 Maint of Buildings, Structures & Grounds	13,312	-	1,300	1,300
7429 Maintenance & Operation of Equipment	13,952	8,007	6,600	6,600
7430 Professional & Specialized Services	544,911	562,313	574,974	638,432
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	23,904	21,945	45,464	30,095
7433 Insurance & Surety Bonds	9,098	9,696	10,800	12,500
7434 Memberships, Dues, Books	-	-	-	-
7435 Professional Development & Meetings	-	-	-	-
7437 Staff Development	-	-	-	-
7438 Other Charges	28,311	40,730	32,900	40,420
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	-	-	-	-
7551 User Charges - IT Pool	29,246	34,248	38,417	40,233
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ 809,378	\$ 804,865	\$ 859,225	\$ 936,490

Description	FY 2017 Requested
<u>7420 Utilities - Electricity/Gas/Water</u>	
Gas & Electricity	\$ 33,000
Sewer	890
Water	1,000
	34,890
<u>7421 Communications - Phones</u>	
Cell Phone for Theatre Staff, Comcast, Wifi	8,900
<u>7422 Advertising</u>	
Marketing for Co-produced & Season Shows	57,400
Theatre Marketing & Advertising	1,300
	58,700
<u>7424 Office Expense</u>	
Box Office Supplies	1,500
Office Supplies	1,500
Postage	7,000
	10,000
<u>7425 Minor Tools & Equipment</u>	
Tool Box & Miscellaneous Tools	100
<u>7427 Special Departmental Expense</u>	
First Aid Kits, Supplies & Equipment	100
Maintenance & Janitorial Supplies	200
Photo Framing	220
Piano Tuning	500
Production Equipment & Supplies	2,500
Special Program Expenses based on 1 Season (6 Shows):	
Catering for Performers (Shows)	9,500
Performer Lodging	3,500
Performer Transportation	2,500
Program Printing (Moved from 7422 in FY 08 & Added Programs for Co-Promotes)	7,000
Special Equipment Rental	28,300
	54,320
SUBTOTAL page 1	\$ 166,910

Description	FY 2017 Requested
<u>7428</u> Maint of Buildings, Structures & Grounds	
General Repairs for Customer Use-Related Damages (Reimbursable)	\$ 1,300
<u>7429</u> Maintenance & Operation of Equipment	
Preventative Maintenance Agreements:	
HVAC System	1,500
Repairs to Walkie Talkies, Elevators, etc.	500
Routine Service & Repairs:	
Lighting Equipment	250
Microphone & Public Address System Repairs	250
Service Agreements:	
D&V Sound Annual Maintenance Contract	1,500
Elevator Maintenance	2,000
Fire / Intrusion / Burglar Alarm Monitoring	600
	6,600
<u>7430</u> Professional & Specialized Services	
Contract for Theatre Management & Theatre Manager	200,953
Fund Development & Volunteer Expenses	1,000
In-House Production Talent (Based on One Season)	157,000
Other Reimbursable Expenses	700
Part-Time Labor (Technicians, Box Office Staff, Production Manager)	276,579
On-going Operations:	
Box Office & House Manager	\$ 58,847
Marketing/Media Relations	42,525
Production Manager	11,888
Technical Staff	20,444
	<u>\$ 133,704</u>
Reimbursable Labor:	
Box Office @ Events	\$ 11,543
House Manager @ Events	16,524
Technical Staff	114,809
	<u>\$ 142,876</u>
	<u>\$ 276,580</u>
Annual Research Fee	2,200
	638,432
SUBTOTAL page 2	\$ 646,332

Description	FY 2017 Requested
<u>7432 Other Contractual Services</u>	
Box Office Ticketing Software Support	\$ 3,710
Carpet Cleaning	3,600
Custodial Services & Upholstery Cleaning	18,935
Security Services for In-House Productions	3,850
	30,095
<u>7433 Insurance & Surety Bonds</u>	
Show Insurance (Annual Policy Based on Attendance or Square Feet & Number of Shows)	12,500
<u>7438 Other Charges</u>	
Active Fees and Charges (Rentals)	10,000
American Society of Composers, Authors & Producers (ASCAP) / Broadcast Music, Inc. License Fee (Based on 5 Shows & Rentals)	3,500
Credit Card Transaction & Bank Fees	18,000
Internet Ticketing Fees	8,920
	40,420
<u>7551 User Charges - IT Pool</u>	
Use of Computer Hardware/Software; Phones & Photocopier/FAX	40,233
SUBTOTAL page 3	123,248
TOTAL Exhibit C-1	\$ 936,490

CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : RECREATION & COMMUNITY SERVICES - SPORTS, AQUATICS, FITNESS

EXHIBIT A
101.531

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 701,736	\$ 763,296	\$ 841,008	\$ 877,058
Supplies, Services & Capital Outlay (Exhibit C)	162,503	204,094	238,911	258,098
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	864,240	967,390	1,079,919	1,135,156
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 864,240	\$ 967,390	\$ 1,079,919	\$ 1,135,156

FUNDING SOURCE(s)				
Program Revenue	\$ 1,014,725	\$ 963,321	\$ 1,043,123	\$ 973,994
Transfers from Other Funds	-	7,000	7,000	-
Use of Reserves	-	-	-	-
Additional Fund Revenue	(150,485)	-	29,796	161,162
Funding Source Total	\$ 864,240	\$ 970,321	\$ 1,079,919	\$ 1,135,156

REVENUE DETAIL					
Description	Fund / Acct.				
Program Fees:					
Sports	4613	\$ 373,319	\$ 358,044	\$ 409,202	\$ 380,241
Aquatics	4614	265,229	238,626	265,466	230,500
Fitness	4622	203,455	204,090	203,455	186,946
Skate Park	4628	25,670	26,895	35,000	26,969
Summer Concerts *	4645	12,123	-	-	-
Drop In Classes	4629	134,929	135,666	130,000	149,338
* Moved to Program 527 in FY 15					
Program Revenue		\$ 1,014,725	\$ 963,321	\$ 1,043,123	\$ 973,994
Recreation Donations (Van Sickle)	795	\$ -	\$ 7,000	\$ 7,000	\$ -
Transfers from Other Funds		\$ -	\$ 7,000	\$ 7,000	\$ -
Additional Fund Subsidy		\$ (150,485)	\$ (2,931)	\$ 29,796	\$ 161,162
TOTAL FUNDING SOURCES		\$ 864,240	\$ 967,390	\$ 1,079,919	\$ 1,135,156

CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : RECREATION & COMMUNITY SERVICES - SPORTS, AQUATICS, FITNESS

EXHIBIT B
101.531

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 120,204	\$ 201,120	\$ 238,438	\$ 248,093
7002 Personnel - Temporary	495,555	437,710	458,965	482,084
7003 Personnel - Overtime	927	38	2,000	2,000
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 616,686	\$ 638,868	\$ 699,403	\$ 732,177
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	30	30	30	30
7106 Retirement	22,953	35,221	45,217	47,295
7107 Dental Insurance	2,918	6,475	6,996	7,256
7108 Group Health Insurance	20,085	44,093	50,466	49,370
7109 Group Life Insurance	285	611	663	642
7110 Workers' Compensation Insurance	11,016	14,070	14,494	15,115
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	911	1,791	2,526	2,515
7113 Medicare	9,354	9,845	10,110	10,606
7114 Auto Allowance	-	-	-	-
7115 Cell Phone Allowance	-	-	-	-
7118 Other Benefits Pay	35	2,408	650	1,300
7119 Social Security	-	19	-	-
7120 Sick Leave Payout	2,959	-	-	-
7121 Leave Balance Payout	6,147	-	-	-
7122 Deferred Compensation Contribution	2,005	4,254	4,485	4,485
7126 PARS 457 Retirement	6,352	5,610	5,968	6,267
Total Benefits	\$ 85,050	\$ 124,428	\$ 141,605	\$ 144,881
Total Salary & Benefits	\$ 701,736	\$ 763,296	\$ 841,008	\$ 877,058

CITY OF CAMPBELL

EXHIBIT B-1

OPERATING BUDGET - Personnel Allocation

101.531

PROGRAM : RECREATION & COMMUNITY SERVICES - SPORTS, AQUATICS, FITNESS

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Recreation Supervisor *	1.20	1.00	1.00	1.00	\$ 107,578
Executive Assistant **	0.40	0.40	-	-	-
Office Assistant **/**	0.40	-	-	-	-
Office Specialist **/**	-	0.40	0.40	0.40	32,223
Utility Worker ****	0.05	0.05	0.05	0.05	3,708
Recreation Specialist (Aquatics)	-	1.00	1.00	1.00	52,292
Recreation Specialist (Fitness)	-	1.00	1.00	1.00	52,292
* 0.20 FTE to Program 532 in FY 15					
** Balance in Programs 524 & 532					
*** Position reclassified in FY 14					
**** Balance in Prog 525, 526, 527, 532					
TOTAL	2.05	3.85	3.45	3.45	\$ 248,093

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
SPORTS:					
Adult Sports League Officials	1.19	1.10	0.64	0.48	\$ 14,244
Youth League/Camp Leaders	0.98	1.50	1.37	0.41	11,422
Sports Class Instructors	0.61	1.00	0.74	0.98	64,694
Recreation Specialist	0.98	0.50	0.50	0.69	26,400
AQUATICS:					
Swim Team Coaches (5)	3.25	2.24	2.24	2.17	77,760
Aquatic Instructor/Lifeguard	1.95	1.83	1.95	2.46	63,728
FITNESS:					
Fitness Program Specialist	0.48	-	-	-	-
Fitness Program Staff (Drop-in)	3.41	3.05	3.80	4.11	137,825
Fitness Program Class Instructors	1.15	0.83	0.92	0.74	53,716
SUMMER CONCERTS					
Event Staff (was Building Attendant)*	0.30	-	-	-	-
SKATE PARK					
Skate Park Attendant	0.76	0.76	0.70	1.03	22,575
Skate Park Instructor	0.31	0.31	0.31	0.31	9,720
* Moved to Program 527 in FY 15					
TOTAL	15.37	13.12	13.17	13.38	\$ 482,084

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : RECREATION & COMMUNITY SERVICES - SPORTS, AQUATICS, FITNESS

EXHIBIT C
101.531

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ -	\$ -	\$ -	\$ -
7421 Communications - Phones	-	-	-	-
7423 Clothing & Personal Expense	-	-	-	-
7424 Office Expense	-	-	-	-
7425 Minor Tools & Equipment	-	-	-	-
7427 Special Departmental Expense	11,041	10,480	23,155	19,730
7428 Maint of Buildings, Structures & Grounds	-	-	-	-
7429 Maintenance & Operation of Equipment	1,546	1,635	6,500	6,500
7430 Professional & Specialized Services	-	-	-	-
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	55,150	86,215	105,369	133,399
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	492	597	400	400
7435 Professional Development & Meetings	-	-	-	-
7437 Staff Development	1,091	1,126	-	-
7438 Other Charges	32,387	36,606	39,000	39,000
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7441 Special Community Services	46,174	50,294	45,280	38,952
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	-	-	-	-
7551 User Charges - IT Pool	14,622	17	19,207	20,117
7884 Machinery & Equipment	-	17,123	-	-
Total Supplies, Services & Capital Outlay	\$ 162,503	\$ 204,094	\$ 238,911	\$ 258,098

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Detail
PROGRAM : RECREATION & COMMUNITY SERVICES - SPORTS, AQUATICS, FITNESS

EXHIBIT C-1
101.531
Page 1

Description	FY 2017 Requested
<u>7427 Special Departmental Expense</u>	
Aquatics & Swim Team Supplies (Lane Line, Kickboards, Lifeguard & First Aid Supplies)	\$ 3,200
Fitness / Lap Swim Supplies / Weight Room Supplies / Tables & Chairs	3,975
Fitness Room Equipment Replacement (3 Spin Bikes)	4,125
Lane Line Replacement	3,500
Skate Park Membership	100
Sports Program Supplies	4,830
	19,730
<u>7429 Maintenance & Operation of Equipment</u>	
Maintenance and Parts for Skate Park	1,200
Maintenance and Parts for Fitness Center Equipment	5,300
	6,500
<u>7432 Other Contractual Services</u>	
Payment for Adult Basketball League Referees	47,190
Payment for Sport Camp (Soccer Camps) and Contract Class Instructors	86,209
	133,399
<u>7434 Memberships, Dues, Books</u>	
Books, Dues, Subscriptions	400
<u>7438 Other Charges</u>	
Active Fees and Charges	39,000
<u>7441 Special Community Services</u>	
Aquatics Supplies	2,900
Fitness Supplies (Includes Fun Run Supplies)	21,060
Skate Camp Shirts	1,360
Sports Supplies	6,632
Westmont Pool Rental (Swim Team Summer 2012)	7,000
	38,952
<u>7551 User Charges - IT Pool</u>	
Use of Computer Hardware/Software; Phones & Photocopier/Fax	20,117
TOTAL	\$ 258,098

CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : RECREATION & COMMUNITY SERVICES - PRE-SCHOOL, DAY CAMP & ENRICHMENT CLASSES

EXHIBIT A
101.532

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 704,856	\$ 630,326	\$ 713,429	\$ 732,430
Supplies, Services & Capital Outlay (Exhibit C)	335,260	330,761	367,748	373,993
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	1,040,115	961,087	1,081,177	1,106,423
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 1,040,115	\$ 961,087	\$ 1,081,177	\$ 1,106,423

FUNDING SOURCE(s)				
Program Revenue	\$ 1,170,075	\$ 1,102,524	\$ 1,086,337	\$ 1,106,539
Transfers from Other Funds	1,217	-	-	-
Use of Reserves	-	-	-	-
Additional Fund Revenue	(131,177)	(141,437)	(5,160)	(116)
Funding Source Total	\$ 1,040,115	\$ 961,087	\$ 1,081,177	\$ 1,106,423

REVENUE DETAIL					
Description	Fund / Acct.				
Program Fees:					
Day Camp	4617	\$ 426,304	\$ 385,879	\$ 378,860	\$ 396,735
Classes	4619	363,956	353,632	353,542	355,869
Pre-School	4620	379,630	361,963	353,935	353,935
Special Events	4621	185	1,050	-	-
Program Revenue		\$ 1,170,075	\$ 1,102,524	\$ 1,086,337	\$ 1,106,539
Recreation Donations (Van Sickle)					
		\$ 1,217	\$ -	\$ -	\$ -
Transfers from Other Funds		\$ 1,217	\$ -	\$ -	\$ -
Use of Fund Reserves					
		\$ -	\$ -	\$ -	\$ -
Additional Fund Subsidy		\$ (131,177)	\$ (141,437)	\$ (5,160)	\$ (116)
TOTAL FUNDING SOURCES		\$ 1,040,115	\$ 961,087	\$ 1,081,177	\$ 1,106,423

CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : RECREATION & COMMUNITY SERVICES - PRE-SCHOOL, DAY CAMP & ENRICHMENT CLASSES

EXHIBIT B
101.532

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 167,152	\$ 164,328	\$ 195,298	\$ 201,167
7002 Personnel - Temporary	437,285	371,605	410,860	418,323
7003 Personnel - Overtime	2,415	1,589	2,000	2,000
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 606,852	\$ 537,523	\$ 608,158	\$ 621,490
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	30	30	30	30
7106 Retirement	30,926	29,716	37,036	38,149
7107 Dental Insurance	3,910	4,663	4,968	5,231
7108 Group Health Insurance	26,543	30,621	35,838	35,060
7109 Group Life Insurance	386	440	471	456
7110 Workers' Compensation Insurance	5,794	6,930	7,824	12,622
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	1,257	1,428	1,794	1,786
7113 Medicare	9,297	8,275	8,786	8,983
7114 Auto Allowance	125	-	-	-
7115 Cell Phone Allowance	-	-	-	-
7118 Other Benefits Pay	2,177	2,863	-	-
7120 Sick Leave Payout	2,959	-	-	-
7121 Leave Balance Payout	6,147	-	-	-
7122 Deferred Compensation Contribution	2,740	3,072	3,185	3,185
7126 PARS 457 Retirement	5,712	4,766	5,339	5,438
Total Benefits	\$ 98,004	\$ 92,804	\$ 105,271	\$ 110,940
Total Salary & Benefits	\$ 704,856	\$ 630,326	\$ 713,429	\$ 732,430

**CITY OF CAMPBELL
OPERATING BUDGET - Personnel Allocation**

**EXHIBIT B-1
101.532**

PROGRAM : RECREATION & COMMUNITY SERVICES - PRE-SCHOOL, DAY CAMP & ENRICHMENT CLASSES

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Recreation Program Supervisor *	0.80	1.00	1.00	1.00	\$ 107,578
Executive Assistant **	0.40	0.40	-	-	-
Utility Worker ***	0.05	0.05	0.05	0.05	3,708
Office Assistant **	0.40	-	-	-	-
Office Specialist **	-	0.40	0.40	0.40	32,223
Recreation Specialist (Preschool)	-	1.00	1.00	1.00	57,658
* Moved from Program 321					
** Balance in Programs 524 & 531 Office Assistant reclassified to Office Specialist in FY 14					
*** Balance in Prog 525, 526 & 531					
TOTAL	1.65	2.85	2.45	2.45	\$ 201,167

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Day Camp Senior Recreation Specialist	0.56	0.25	0.25	0.25	\$ 12,096
Day Camp Recreation Specialist	0.17	0.17	0.17	0.17	9,072
Day Camp Recreation Leader I, II, III	7.27	7.29	7.11	7.11	176,328
Class Instructors	1.68	1.68	0.97	0.97	37,162
Preschool Teacher	2.49	1.93	1.99	1.99	92,060
Preschool Aides	2.00	2.00	2.14	2.14	70,805
Recreation Specialist	-	0.50	0.50	0.50	20,800
TOTAL	14.17	13.82	13.13	13.13	\$ 418,323

**CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary**

**EXHIBIT C
101.532**

PROGRAM : RECREATION & COMMUNITY SERVICES - PRE-SCHOOL, DAY CAMP & ENRICHMENT CLASSES

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ -	\$ -	\$ -	\$ -
7421 Communications - Phones	-	-	-	-
7423 Clothing & Personal Expense	-	-	-	-
7424 Office Expense	-	-	-	-
7425 Minor Tools & Equipment	-	-	-	-
7427 Special Departmental Expense	1,746	3,333	4,910	5,200
7428 Maint of Buildings, Structures & Grounds	-	-	-	-
7429 Maintenance & Operation of Equipment	-	-	-	-
7430 Professional & Specialized Services	-	-	-	-
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	173,386	164,706	168,155	177,742
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	312	215	530	530
7435 Professional Development & Meetings	-	-	-	-
7437 Staff Development	428	417	-	-
7438 Other Charges	51,360	51,758	65,000	60,000
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7441 Special Community Services	108,027	98,811	116,347	117,110
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	-	106	-	-
7551 User Charges - IT Pool	-	11,416	12,806	13,411
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ 335,260	\$ 330,761	\$ 367,748	\$ 373,993

Description	FY 2017 Requested
<u>7427 Special Departmental Expense</u>	
Expendable Supplies - Classes	\$ 1,000
Expendable Supplies - Day Camp	1,200
Expendable Supplies - Pre-School	3,000
	5,200
<u>7432 Other Contractual Services</u>	
Payment for Contract Class Instructors (e.g., Art Classes, Gardening, Music Together, Gymnastics, Economic Driving School)	177,742
<u>7434 Memberships, Dues, Books</u>	
Dues	430
Subscriptions	100
	530
<u>7438 Other Charges</u>	
Active Fees and Charges	60,000
<u>7441 Special Community Services</u>	
Classes	5,570
Day Camps (Trip Buses; Day camp T-Shirts, Etc.)	97,500
Pre-School	14,040
	117,110
<u>7551 User Charges - IT Pool</u>	
Use of Computer Hardware/Software; Phones & Photocopier/Fax	13,411
TOTAL	\$ 373,993

CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : FINANCE - ACCOUNTING SERVICES

EXHIBIT A
101.535
Page 1

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 1,115,863	\$ 1,168,498	\$ 1,302,990	\$ 1,292,566
Supplies, Services & Capital Outlay (Exhibit C)	194,057	134,935	242,336	274,161
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	1,309,920	1,303,433	1,545,326	1,566,727
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 1,309,920	\$ 1,303,433	\$ 1,545,326	\$ 1,566,727

FUNDING SOURCE(S)				
Program Revenue	\$ 28,678,055	\$ 31,336,412	\$ 32,453,000	\$ 34,126,000
Transfers from Other Funds	66,813	76,700	70,500	70,500
Use of Reserves	-	-	27,000	40,000
Additional Fund Revenue	-	-	-	-
Funding Source Total	\$ 28,744,868	\$ 31,413,112	\$ 32,550,500	\$ 34,236,500

REVENUE DETAIL					
Description	Fund / Acct.				
	4001-4006,				
Property Tax	4011	\$ 9,945,071	\$ 10,891,277	\$ 10,940,000	\$ 11,889,000
Property tax Pass-Thru (2%)	4007	35,191	39,620	43,000	45,000
Redevelopment Prop Tax Trust Fund	4008	215,240	309,832	250,000	386,000
Sales & Use Tax	4110	8,071,741	8,658,768	10,300,000	12,322,000
Sales Tax Backfill	4115	2,544,368	2,651,176	1,900,000	-
Transactions & Use Tax	4112	2,499,154	2,605,347	2,650,000	2,700,000
Franchise Fee - Electric	4120	400,570	400,359	400,000	400,000
Franchise Fee - Gas	4121	89,625	86,538	90,000	90,000
Transient Occupancy Tax	4150	3,417,412	4,091,923	4,300,000	4,750,000
Real Property Transfer Tax	4153	354,112	526,054	579,000	560,000
Investment Earnings	4410	161,181	148,014	220,000	170,000
GASB 31 Market Value Adjustment	4431	104,321	36,796	-	-
Other Interest	4450	685	3,130	3,000	3,000
Other Grants	4523	1,275	1,000	-	-
State Motor Vehicle in Lieu Tax	4580	17,335	26,321	18,000	18,000
Homeowners Property Tax Relief	4581	42,809	36,275	45,000	45,000
Mandated Cost Reimbursement	4584	19,176	101,821	15,000	30,000
Successor Agency Admin. Reimb.	4710/4890	20,908	14,997	11,000	11,000
Donations-Miscellaneous	4817	-	3,500	-	-
Sale of Real/Personal Property	4960	-	69	3,000	3,000
Insurance Claims Reimbursement	4962	62,791	4,782	5,000	5,000
Other Revenue	4965	27,217	36,025	18,000	25,000
Business License Tax	4152	647,873	662,787	663,000	674,000
Program Revenue		\$ 28,678,055	\$ 31,336,412	\$ 32,453,000	\$ 34,126,000

REVENUE DETAIL CONTINUED

		FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Description	Fund / Acct.				
Information Technologies Pool	647	\$ 24,900	\$ 35,700	\$ 29,500	\$ 29,500
Environmental Services	209	31,000	31,000	31,000	31,000
Motor Vehicle Pool	641	10,000	10,000	10,000	10,000
ABAG Risk Mitigation	212	913	-	-	-
Transfers from Other Funds		\$ 66,813	\$ 76,700	\$ 70,500	\$ 70,500
CIPR - Cost Allocation Study		-	-	27,000	40,000
Use of Fund Reserves		\$ -	\$ -	\$ 27,000	\$ 40,000
Additional Fund Subsidy		\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES		\$ 28,744,868	\$ 31,413,112	\$ 32,550,500	\$ 34,236,500

CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : FINANCE - ACCOUNTING SERVICES

EXHIBIT B
101.535

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 755,428	\$ 758,785	\$ 909,924	\$ 905,073
7002 Personnel - Temporary	7,184	41,936	21,720	18,720
7003 Personnel - Overtime	1,032	2,523	2,000	2,000
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 763,644	\$ 803,245	\$ 933,644	\$ 925,793
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	-	-	-	-
7106 Retirement	125,122	137,934	172,558	172,131
7107 Dental Insurance	16,155	16,424	18,658	18,225
7108 Group Health Insurance	114,522	112,863	134,248	129,048
7109 Group Life Insurance	1,601	1,519	1,766	1,637
7110 Workers' Compensation Insurance	2,880	4,242	4,921	6,587
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	5,426	5,367	7,214	6,901
7113 Medicare	12,816	13,414	13,509	13,431
7114 Auto Allowance	2,011	2,290	2,280	4,560
7115 Cell Phone Allowance	99	360	-	360
7118 Other Benefits Pay	7,955	8,423	2,600	2,600
7120 Sick Leave Payout	6,630	10,462	-	-
7121 Leave Balance Payout	46,412	41,848	-	-
7122 Deferred Compensation Contribution	10,591	10,047	11,310	8,970
7124 VEBA Health Deferred Compensation	-	51	-	2,080
7126 PARS 457 Retirement	-	8	282	243
Total Benefits	\$ 352,218	\$ 365,253	\$ 369,346	\$ 366,773
Total Salary & Benefits	\$ 1,115,863	\$ 1,168,498	\$ 1,302,990	\$ 1,292,566

CITY OF CAMPBELL
OPERATING BUDGET - Personnel Allocation
PROGRAM : FINANCE - ACCOUNTING SERVICES

EXHIBIT B-1
101.535

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Finance Director	1.00	1.00	1.00	1.00	\$ 189,367
Finance Manager	1.00	1.00	1.00	1.00	140,442
Senior Accountant *	-	-	1.00	1.00	101,826
Accountant *	2.00	2.00	1.00	1.00	104,291
Accounting Technician	1.00	1.00	1.00	1.00	90,314
Accounting Clerk II	2.00	2.00	2.00	2.00	153,691
Office Assistant	1.00	1.00	1.00	1.00	59,946
Executive Assistant	0.80	0.80	0.80	0.80	65,196
Administrative Analyst I **	-	-	0.20	-	-
* Reclassify Vacant Accountant Position 2 Year Limited Term					
TOTAL	8.80	8.80	9.00	8.80	\$ 905,073

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Clerical Relief	0.30	0.30	0.30	0.30	\$ 18,720
Finance Intern	0.12	0.12	0.12	-	-
TOTAL	0.42	0.42	0.42	0.30	\$ 18,720

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : FINANCE - ACCOUNTING SERVICES

EXHIBIT C
101.535

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ -	\$ -	\$ -	\$ -
7421 Communications - Phones	-	-	-	-
7423 Clothing & Personal Expense	-	-	-	-
7424 Office Expense	8,376	6,656	6,000	6,300
7425 Minor Tools & Equipment	-	-	-	-
7427 Special Departmental Expense	464	296	800	800
7428 Maintenance of Buildings, Structures & Ground	-	-	-	-
7429 Maintenance & Operation of Equipment	168	-	800	1,000
7430 Professional & Specialized Services	43,333	54,349	70,750	95,750
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	2,625	3,500	4,000	4,000
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	2,522	907	2,500	2,500
7435 Professional Development & Meetings	3,104	6,246	5,000	8,000
7437 Staff Development	367	-	-	-
7438 Other Charges	79,470	183	82,000	82,000
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	-	-	50	50
7551 User Charges - IT Pool	53,628	62,798	70,436	73,761
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ 194,057	\$ 134,935	\$ 242,336	\$ 274,161

Description	FY 2017 Requested
<u>7424 Office Expense</u>	
Check and Other Forms Printing	\$ 3,500
Office Supplies	1,300
Specialized Printing of Tabs for Budget, Capital Improvement Plan and Annual Financial Report	1,500
	6,300
<u>7427 Special Departmental Expense</u>	
Departmental Employee Recognition	300
Meeting Expenses	500
	800
<u>7429 Maintenance & Operation of Equipment</u>	
Filing System (Herman) & Folder Sealer	1,000
<u>7430 Professional & Specialized Services</u>	
Annual Audit	45,000
Budget and CAFR Review Program	850
CalPERS - GASB 68 Reports	3,500
Collection Services Fees (AR & DUI)	900
Cost Allocation Study	40,000
Direct & Overlapping Bonded Debt Statement	500
Mandated Cost Reimbursement (Per Contract)	3,200
Off-Site Storage	1,800
	95,750
<u>7432 Other Contractual Services</u>	
Third Party Safekeeping - Bank of New York	4,000
<u>7434 Memberships, Dues, Books</u>	
Dues: APA, CMTA, CSMFO & GFOA	1,600
Subscriptions & Publications: Payroll Newsletters, American Payroll Association (APA), Government Accounting/Audit Update Financial Reporting, Wall Street Journal, Miscellaneous Governmental Publicaions	900
	2,500
<u>7435 Professional Development & Meetings</u>	
Employee Training	8,000
<u>7438 Other Charges</u>	
Property Tax Administration Fees - County (Includes TCAS Amortization Software)	82,000
<u>7550 User Charges - Motor Pool</u>	
Use of City Hall Pool Cars	50
<u>7551 User Charges - IT Pool</u>	
Use of Computer Hardware/Software; Phones & Photocopier/Fax Equipment	73,761
TOTAL	\$ 274,161

**CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : FINANCE - Non-Departmental**

**EXHIBIT A
101.540**

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ -	\$ -	\$ 300,000	\$ 300,000
Supplies, Services & Capital Outlay (Exhibit C)	1,382,709	1,390,258	1,342,300	1,388,600
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	1,382,709	1,390,258	1,642,300	1,688,600
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 1,382,709	\$ 1,390,258	\$ 1,642,300	\$ 1,688,600

FUNDING SOURCE(s)				
Program Revenue	\$ 69,041	\$ 4,112	\$ -	\$ 4,000
Transfers from Other Funds	10,000	10,000	10,000	10,000
Use of Reserves	-	-	98,000	-
Additional Fund Revenue	1,303,668	1,376,147	1,490,700	1,674,600
Funding Source Total	\$ 1,382,709	\$ 1,390,258	\$ 1,598,700	\$ 1,688,600

REVENUE DETAIL					
Description	Fund / Acct.				
Rental / Leases	4810	\$ 1,200	\$ 2,100	\$ -	\$ 2,000
Other Revenue	4965	1,905	2,012	-	2,000
Successor Agency ROPS Support	4710/4890	65,936	-	-	-
Program Revenue		\$ 69,041	\$ 4,112	\$ -	\$ 4,000
Lighting & Landscaping District	207	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Transfers from Other Funds		\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
General Fund Successor Agency Advance	3655	\$ -	\$ -	\$ -	\$ -
General Fund General Liability Reserve	3659	-	-	-	-
General Fund PERS/OPEB Reserve	3671 & 3680	-	-	98,000	-
Use of Fund Reserves		\$ -	\$ -	\$ 98,000	\$ -
Additional Fund Subsidy		\$ 1,303,668	\$ 1,376,147	\$ 1,490,700	\$ 1,674,600
TOTAL FUNDING SOURCES		\$ 1,382,709	\$ 1,390,258	\$ 1,598,700	\$ 1,688,600

CITY OF CAMPBELL
 OPERATING BUDGET - Employee Services
 PROGRAM : FINANCE - Non-Departmental

EXHIBIT B
 101.540

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ -	\$ -	\$ -	\$ -
7002 Personnel - Temporary	-	-	-	-
7003 Personnel - Overtime	-	-	-	-
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ -	\$ -	\$ -	\$ -
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	-	-	-	-
7106 Retirement	-	-	-	-
7107 Dental Insurance	-	-	-	-
7108 Group Health Insurance	-	-	-	-
7109 Group Life Insurance	-	-	-	-
7110 Workers' Compensation Insurance	-	-	-	-
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	-	-	-	-
7113 Medicare	-	-	-	-
7114 Auto Allowance	-	-	-	-
7115 Cell Phone Allowance	-	-	-	-
7118 Other Benefits Pay	-	-	-	-
7120 Sick Leave Payout	-	-	-	-
7121 Leave Balance Payout	-	-	300,000	300,000
7122 Deferred Compensation Contribution	-	-	-	-
7126 PARS 457 Retirement	-	-	-	-
Total Benefits	\$ -	\$ -	\$ 300,000	\$ 300,000
Total Salary & Benefits	\$ -	\$ -	\$ 300,000	\$ 300,000

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : FINANCE - Non-Departmental

EXHIBIT C
101.540

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ 203,869	\$ 238,778	\$ 215,000	\$ 215,000
7421 Communications - Phones	42,870	51,673	45,000	45,000
7423 Clothing & Personal Expense	-	-	-	-
7424 Office Expense	7,337	4,004	5,200	5,200
7425 Minor Tools & Equipment	-	-	-	-
7427 Special Departmental Expense	-	-	400	400
7428 Maintenance of Buildings, Structures & Grounds	-	-	-	-
7429 Maintenance & Operation of Equipment	-	-	-	-
7430 Professional & Specialized Services	43,820	52,983	34,000	34,000
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	-	-	-	-
7433 Insurance & Surety Bonds	329,683	350,492	302,000	348,000
7434 Memberships, Dues, Books	-	-	-	-
7435 Professional Development & Meetings	-	-	-	-
7437 Staff Development	-	-	-	-
7438 Other Charges	44,223	42,868	33,700	34,000
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	940	701	1,000	1,000
7442 Insurance Claims Expense	60,968	74,759	50,000	50,000
7448 Other Interest Expense	-	-	2,000	2,000
7458 Annexation Expense	199,000	199,000	199,000	199,000
7550 User Charges - Motor Pool	-	-	-	-
7551 User Charges - IT Pool	-	-	-	-
7626 Retiree Health Prefunding	450,000	375,000	455,000	455,000
7661 Reserve Set-Aside	-	-	-	-
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ 1,382,709	\$ 1,390,258	\$ 1,342,300	\$ 1,388,600

Description	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	
PG&E (City Hall, Service Center)	
Second Street Parking Garage	
Water (City Hall, Service Center, Library)	
West Valley Sanitation (Annual Service Charge for City Hall)	\$ 215,000
7421 Communications - Phones	
Telephone - City Hall Local/Long Distance Calls	
- City Hall Modem Connection for Financial System	
- Emergency Lines	
- Fax Lines (City Hall)	
- Switchboard	
	45,000
7424 Office Expense	
Print Shop Office Supplies, City-Wide Envelopes, Miscellaneous Forms, Etc.	5,200
7427 Special Departmental Expense	
Annual "Clean-Out Your Files" Day Promotional Materials and Refreshments	400
7430 Professional & Specialized Services	
Sales Tax Audit - MuniServices Revenue Share Estimate (Offset w/ New Revenue)	28,000
STARS - Quarterly Sales Tax Report	6,000
	34,000
7433 Insurance & Surety Bonds	
Comprehensive Insurance Premiums:	
Fidelity Bonds	1,000
Liability Insurance Pool	314,000
Property	33,000
	348,000
7438 Other Charges	
Armored Car Service	6,500
Credit Card Transaction Fees (City Hall Cashiering)	26,000
Pay Pal	1,500
	34,000
SUB-TOTAL PAGE 1	\$ 681,600

Description	FY 2017 Requested
7440 Fees Paid to State Fuel Tax, Underground Storage Tank Fees, Annexations, Etc.	\$ 1,000
7442 Insurance Claims Expense General Liability Self-Insured Retention (SIR)	50,000
7448 Other Interest Expense Estimated Interest on Refundable Faithful Performance Deposits	2,000
7458 Annexation Expense Annexation Payment to City of San Jose (#4 of 40)	199,000
7626 Retiree Health Prefunding GASB 45 Phase in Funding of Future Retiree Health Benefits (OPEB 6/30/15 Valuation)	455,000
SUB-TOTAL PAGE 2	\$ 707,000
TOTAL Exhibit C-1	\$ 1,388,600

CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : FINANCE - COMMUNITY FACILITIES DISTRICT #1

EXHIBIT A
236.549

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ -	\$ -	\$ -	\$ -
Supplies, Services & Capital Outlay (Exhibit C)	2,894	4,537	5,000	5,000
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	2,894	4,537	5,000	5,000
Transfers Out (Exhibit E)	141,891	142,513	140,000	140,000
Appropriation Total	\$ 144,785	\$ 147,050	\$ 145,000	\$ 145,000

FUNDING SOURCE(s)				
Program Revenue	\$ 144,785	\$ 147,049	\$ 145,000	\$ 145,000
Transfers from Other Funds	-	-	-	-
Use of Reserves	-	-	-	-
Additional Fund Revenue	-	-	-	-
Funding Source Total	\$ 144,785	\$ 147,049	\$ 145,000	\$ 145,000

REVENUE DETAIL					
Description	Fund / Acct.				
Special Tax Levy	5004	\$ 144,400	\$ 146,971	\$ 145,000	\$ 145,000
Interest	4450	385	78	-	-
Program Revenue		\$ 144,785	\$ 147,049	\$ 145,000	\$ 145,000
Transfers from Other Funds		\$ -	\$ -	\$ -	\$ -
Use of Fund Reserves		\$ -	\$ -	\$ -	\$ -
Additional Fund Subsidy		\$ -	\$ 0	\$ -	\$ -
TOTAL FUNDING SOURCES		\$ 144,785	\$ 147,050	\$ 145,000	\$ 145,000

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : FINANCE - COMMUNITY FACILITIES DISTRICT #1

EXHIBIT C
236.549

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ -	\$ -	\$ -	\$ -
7421 Communications - Phones	-	-	-	-
7423 Clothing & Personal Expense	-	-	-	-
7424 Office Expense	-	-	-	-
7425 Minor Tools & Equipment	-	-	-	-
7427 Special Departmental Expense	-	-	-	-
7428 Maintenance of Buildings, Structures & Grounds	-	-	-	-
7429 Maintenance & Operation of Equipment	-	-	-	-
7430 Professional & Specialized Services	1,437	3,080	3,500	3,500
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	-	-	-	-
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	-	-	-	-
7435 Professional Development & Meetings	-	-	-	-
7437 Staff Development	-	-	-	-
7438 Other Charges	1,457	1,457	1,500	1,500
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	-	-	-	-
7551 User Charges - IT Pool	-	-	-	-
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ 2,894	\$ 4,537	\$ 5,000	\$ 5,000

Description	FY 2017 Adopted
<u>7430 Professional & Specialized Services</u> CFD Administrative Services	\$ 3,500
<u>7438 Other Charges</u> Santa Clara County Administrative Fees	1,500
TOTAL	\$ 5,000

CITY OF CAMPBELL
 OPERATING BUDGET - TRANSFERS OUT
 PROGRAM : FINANCE - COMMUNITY FACILITIES DISTRICT #1

EXHIBIT E
 236.549

Description	FY 2016 Adopted	FY 2017 Requested
<u>9899 Operating Transfer Out</u>		
PD Field Services - 101.605	\$ 70,000	\$ 70,000
Fire Services - 101.610	70,000	70,000
TOTAL	\$ 140,000	\$ 140,000

CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : TRANSFERS OUT - GENERAL FUND

EXHIBIT A
101.980

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services	\$ 6,200	\$ 6,200	\$ 156,000	\$ 156,000
Supplies & Services	1,350,023	1,350,023	1,848,668	2,134,645
Equipment	295,250	295,250	366,000	214,000
Debt Service	940,128	940,128	941,333	939,213
Appropriation Total	\$ 2,591,601	\$ 2,591,601	\$ 3,312,001	\$ 3,443,858

FUNDING SOURCE(s)				
General Fund Revenues	\$ 2,296,351	\$ 2,520,146	\$ 2,790,001	\$ 3,073,858
CIPR	295,250	333,300	513,000	370,000
Construction Tax Reserve	-	-	-	-
General Plan Maintenance Reserve	-	-	9,000	9,000
Funding Source Total	\$ 2,591,601	\$ 2,853,446	\$ 3,312,001	\$ 3,452,858

REVENUE DETAIL					
Description	Fund / Acct.				
General Fund Revenues		\$ 6,200	\$ -	\$ -	\$ -
Environmental Services - Garbage Franchise		511,940	521,500	511,500	511,500
Debt Service		940,128	941,693	941,333	939,213
CMLD Subsidy		838,083	1,056,953	1,337,168	1,623,145
General Fund Revenues		\$ 2,296,351	\$ 2,520,146	\$ 2,790,001	\$ 3,073,858
CIPR - Vehicle & Equipment Pool - Equip		\$ 45,000	\$ 102,000	\$ 35,000	\$ 130,000
CIPR - Information Technology Pool - Equip		198,750	96,300	322,000	84,000
CIPR - Information Technology Pool - Position		-	135,000	156,000	156,000
CIPR - Park Maintenance - Water Use/Cost		40,000	-	-	-
CIPR - Park Maintenance - JDM Equip Repairs		11,500	-	-	-
Capital Improvement Reserve		\$ 295,250	\$ 333,300	\$ 513,000	\$ 370,000
Construction Tax Reserve		-	-	-	-
Construction Tax Reserve		\$ -	\$ -	\$ -	\$ -
General Plan Maintenance Reserve (IT Software)		\$ -	\$ -	\$ 9,000	\$ 9,000
General Plan Update Reserve		\$ -	\$ -	\$ 9,000	\$ 9,000
TOTAL FUNDING SOURCES		\$ 2,591,601	\$ 2,853,446	\$ 3,312,001	\$ 3,452,858

CITY OF CAMPBELL
 OPERATING BUDGET - TRANSFERS OUT
 PROGRAM : TRANSFERS OUT - GENERAL FUND

EXHIBIT E
 101.980

Description	FY 2016 Adopted	FY 2017 Requested
<u>9899 Operating Transfer Out</u>		
Lighting & Landscaping District - 207.775 Park Maintenance (Subsidy)	\$ 1,337,168	\$ 1,623,145
Debt Service - City 2002 COP - 366.543	511,382	508,510
Debt Service - 1997 COP Street Maintenance - 368.544	429,951	430,703
Public Works - Environmental Programs - 209.715 (Garbage Franchise)	511,500	511,500
Public Works - Vehicle & Equipment Maint. - 641.750 (New Equipment) *	35,000	130,000
Information Technology - 647.547 (New Equipment) *	322,000	84,000
Information Technology - 647.547 (IT Administrator - Limited Term Position) *	156,000	156,000
Information Technology - 647.547 (Peak Democracy) **	-	9,000
General Fund Operating Transfers Total	\$ 3,303,001	\$ 3,452,858

* Funded from CIPR

** Funded from General Plan Maintenance Reserve

CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : COMMUNITY DEVELOPMENT - ADMINISTRATION

EXHIBIT A
101.550

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 313,341	\$ 350,176	\$ 373,706	\$ 345,189
Supplies, Services & Capital Outlay (Exhibit C)	90,927	101,115	104,663	111,022
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	404,267	451,290	478,369	456,211
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 404,267	\$ 451,290	\$ 478,369	\$ 456,211

FUNDING SOURCE(S)				
Program Revenue	\$ 174,653	\$ 178,698	\$ 159,000	\$ 170,000
Transfers from Other Funds	-	-	-	-
Use of Reserves	-	-	27,000	-
Additional Fund Revenue	229,614	272,592	292,369	286,211
Funding Source Total	\$ 404,267	\$ 451,290	\$ 478,369	\$ 456,211

REVENUE DETAIL					
Description	Fund / Acct.				
Telecommunications Facility Rents/Leases	4810	\$ 103,018	\$ 106,328	\$ 105,000	\$ 115,000
Farmers Market In-Lieu Fee	4155	12,000	15,000	-	-
Rental Dispute Fee *	4663	59,635	57,370	54,000	55,000
* Moved from 553 CDBG Prog					
Program Revenue		\$ 174,653	\$ 178,698	\$ 159,000	\$ 170,000
		\$ -	\$ -	\$ -	\$ -
Transfers from Other Funds		\$ -	\$ -	\$ -	\$ -
CIPR - Limited Term Position		\$ -	\$ -	\$ 27,000	\$ -
Use of Fund Reserves		\$ -	\$ -	\$ 27,000	\$ -
Additional Fund Subsidy		\$ 229,614	\$ 272,592	\$ 292,369	\$ 286,211
TOTAL FUNDING SOURCES		\$ 404,267	\$ 451,290	\$ 478,369	\$ 456,211

CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : COMMUNITY DEVELOPMENT - ADMINISTRATION

EXHIBIT B
101.550

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 211,321	\$ 251,881	\$ 272,842	\$ 253,071
7002 Personnel - Temporary	17,033	-	-	-
7003 Personnel - Overtime	-	-	-	-
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 228,354	\$ 251,881	\$ 272,842	\$ 253,071
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	-	-	-	-
7106 Retirement	37,614	43,807	51,742	47,993
7107 Dental Insurance	4,120	4,139	4,462	3,848
7108 Group Health Insurance	30,452	29,796	32,782	27,783
7109 Group Life Insurance	412	391	422	353
7110 Workers' Compensation Insurance	905	1,263	1,441	1,833
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	1,459	1,492	1,850	1,702
7113 Medicare	3,508	3,971	3,957	3,670
7114 Auto Allowance	907	1,396	1,284	2,376
7115 Cell Phone Allowance	214	347	324	324
7118 Other Benefits Pay	2,676	2,444	-	-
7120 Sick Leave Payout	-	6,558	-	-
7121 Leave Balance Payout	-	244	-	-
7122 Deferred Compensation Contribution	2,719	2,422	2,600	1,300
7124 VEBA Health Deferred Compensation	-	26	-	936
7126 PARS 457 Retirement	-	-	-	-
Total Benefits	\$ 84,987	\$ 98,295	\$ 100,864	\$ 92,118
Total Salary & Benefits	\$ 313,341	\$ 350,176	\$ 373,706	\$ 345,189

CITY OF CAMPBELL
OPERATING BUDGET - Personnel Allocation
PROGRAM : COMMUNITY DEVELOPMENT - ADMINISTRATION

EXHIBIT B-1
101.550

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Community Development Director *	1.00	1.00	0.90	0.90	\$ 167,499
Planning Manager **	0.10	0.10	0.10	-	-
Executive Assistant	1.00	1.00	1.00	1.00	85,572
Administrative Analyst I ***	-	-	0.20	-	-
* 0.10 FTE Allocated to Prog 556					
** Converted to Senior Planner					
*** Balance in 510, 524, 535 & 701 2 Year Limited Term					
TOTAL	2.10	2.10	2.20	1.90	\$ 253,071

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
	-	-	-	-	\$ -
TOTAL	-	-	-	-	\$ -

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : COMMUNITY DEVELOPMENT - ADMINISTRATION

EXHIBIT C
101.550

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ -	\$ -	\$ -	\$ -
7421 Communications - Phones	-	-	-	-
7422 Advertising	5,016	5,885	4,000	5,000
7423 Clothing & Personal Expense	-	-	-	-
7424 Office Expense	3,833	4,631	4,000	4,000
7425 Minor Tools & Equipment	-	-	-	-
7427 Special Departmental Expense	158	106	325	500
7428 Maint of Buildings, Structures & Grounds	-	-	-	-
7429 Maintenance & Operation of Equipment	230	-	515	700
7430 Professional & Specialized Services	-	-	-	-
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	54,000	54,000	54,000	55,000
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	865	2,399	5,000	4,000
7435 Professional Development & Meetings	5,704	9,372	12,000	15,000
7437 Staff Development	-	-	-	-
7438 Other Charges	-	-	-	-
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	123	134	-	-
7551 User Charges - IT Pool	20,997	24,588	24,823	26,822
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ 90,927	\$ 101,115	\$ 104,663	\$ 111,022

Description	FY 2017 Requested
<u>7422 Advertising</u> Publication of Legal Notices, EIR's, Etc.	\$ 5,000
<u>7424 Office Expense</u> Miscellaneous Printings, Maps, Publications, Office Supplies, Etc. Reproduction for General Plan & Public Meetings	4,000
<u>7427 Special Departmental Expense</u> Employee Recognition	500
<u>7429 Maintenance & Operation of Equipment</u> Microfiche Service Contract	700
<u>7432 Other Contractual Services</u> Rental Dispute Mediation (Project Sentinel) *	55,000
<u>7434 Memberships, Dues, Books</u> Books; SCCAPO meals; Director Dues & Subscriptions - APA, AICP & CDBG	4,000
<u>7435 Professional Development & Meetings</u> All Staff (15 Employees) : APA, League of California Cities, Workshops, Build it Green, Historic Preservation Board, PC Training	15,000
<u>7551 User Charges - IT Pool</u> Use of Computer Hardware/Software; Phones & Photocopier/Fax	26,822
<p>* Funded with Rental Dispute Fee Revenue</p>	
TOTAL	\$ 111,022

CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : COMMUNITY DEVELOPMENT - CURRENT PLANNING

EXHIBIT A
101.551

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 322,651	\$ 409,589	\$ 535,243	\$ 635,491
Supplies, Services & Capital Outlay (Exhibit C)	58,370	18,645	31,914	51,117
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	381,021	428,234	567,157	686,608
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 381,021	\$ 428,234	\$ 567,157	\$ 686,608

FUNDING SOURCE(s)				
Program Revenue	\$ 395,379	\$ 337,525	\$ 235,300	\$ 325,000
Transfers from Other Funds	-	-	-	-
Use of Reserves	-	-	145,000	262,000
Additional Fund Revenue	(14,358)	90,709	186,857	99,608
Funding Source Total	\$ 381,021	\$ 428,234	\$ 567,157	\$ 686,608

REVENUE DETAIL					
Description	Fund / Acct.				
Zoning Fees	4660	\$ 395,379	\$ 337,525	\$ 235,300	\$ 325,000
Program Revenue		\$ 395,379	\$ 337,525	\$ 235,300	\$ 325,000
Transfers from Other Funds		\$ -	\$ -	\$ -	\$ -
CIPR - Limited-Term Position		-	-	\$ 145,000	\$ 262,000
Use of Fund Reserves		\$ -	\$ -	\$ 145,000	\$ 262,000
Additional Fund Subsidy		\$ (14,358)	\$ 90,709	\$ 186,857	\$ 99,608
TOTAL FUNDING SOURCES		\$ 381,021	\$ 428,234	\$ 567,157	\$ 686,608

CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : COMMUNITY DEVELOPMENT - CURRENT PLANNING

EXHIBIT B
101.551

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 208,668	\$ 262,976	\$ 348,402	\$ 442,974
7002 Personnel - Temporary	19,213	25,958	39,000	5,000
7003 Personnel - Overtime	5,981	13,834	15,000	20,000
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 233,862	\$ 302,768	\$ 402,402	\$ 467,974
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	-	-	-	-
7106 Retirement	37,038	50,148	66,071	84,005
7107 Dental Insurance	3,925	4,886	5,882	8,100
7108 Group Health Insurance	27,059	33,538	42,452	57,240
7109 Group Life Insurance	386	460	556	744
7110 Workers' Compensation Insurance	1,968	4,009	5,393	2,823
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	1,374	1,618	2,242	2,916
7113 Medicare	3,635	4,690	5,618	6,424
7114 Auto Allowance	788	451	480	-
7115 Cell Phone Allowance	100	-	-	-
7118 Other Benefits Pay	2,628	2,721	-	-
7120 Sick Leave Payout	1,683	-	-	-
7121 Leave Balance Payout	5,767	1,219	-	-
7122 Deferred Compensation Contribution	2,401	3,066	3,640	5,200
7124 VEBA Health Deferred Compensation	-	-	-	-
7126 PARS 457 Retirement	39	14	507	65
Total Benefits	\$ 88,789	\$ 106,821	\$ 132,841	\$ 167,517
Total Salary & Benefits	\$ 322,651	\$ 409,589	\$ 535,243	\$ 635,491

CITY OF CAMPBELL
OPERATING BUDGET - Personnel Allocation
PROGRAM : COMMUNITY DEVELOPMENT - CURRENT PLANNING

EXHIBIT B-1
101.551

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Planning Manager *	0.50	0.50	0.50	-	\$ -
Assistant/Associate Planner **	1.40	0.70	0.70	0.70	78,646
Associate Planner (Limited Term) ***	-	1.00	1.00	1.00	117,832
Senior Planner ****	-	0.70	0.70	1.30	165,376
Planning Technician *****	-	-	-	1.00	81,120
* Convert to Senior Planner					
** Balance Funded in Program 552					
*** Limited Term (2-Years) - Extend 2 Years					
**** Balance Funded in Programs 552 & 557					
***** Limited Term (2-Years)					
	1.90	2.90	2.90	4.00	\$ 442,974

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Planning Intern	0.13	0.13	0.13	0.13	\$ 5,000
Project Planner *	0.50	0.50	0.50	-	-
* Convert to Planning Technician					
	0.63	0.63	0.63	0.13	\$ 5,000

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : COMMUNITY DEVELOPMENT - CURRENT PLANNING

EXHIBIT C
101.551

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ -	\$ -	\$ -	\$ -
7421 Communications - Phones	-	-	-	-
7423 Clothing & Personal Expense	-	-	-	-
7424 Office Expense	-	-	-	-
7425 Minor Tools & Equipment	-	-	-	-
7427 Special Departmental Expense	150	-	1,000	16,000
7428 Maint. of Buildings, Structures & Grounds	-	-	-	-
7429 Maint. & Operation of Equipment	-	-	-	-
7430 Professional & Specialized Services	41,159	-	10,000	15,000
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	-	-	-	-
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	1,139	-	-	-
7435 Professional Development & Meetings	-	-	-	-
7437 Staff Development	-	-	-	-
7438 Other Charges	-	-	-	-
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	-	-	-	-
7551 User Charges - IT Pool	15,922	18,645	20,914	20,117
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ 58,370	\$ 18,645	\$ 31,914	\$ 51,117

Description	FY 2017 Requested
<u>7427 Special Departmental Expense</u>	
Historic Preservation Board Projects	1,000
Historic Preservation Board Application	15,000
	\$ 16,000
<u>7430 Professional & Specialized Services</u>	
Architectual Advisory Services	15,000
<u>7551 User Charges - IT Pool</u>	
Use of Computer Hardware/Software; Phones & Photocopier/Fax	20,117
TOTAL	\$ 51,117

CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : COMMUNITY DEVELOPMENT - POLICY DEVELOPMENT

EXHIBIT A
101.552

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 118,711	\$ 119,803	\$ 126,468	\$ 132,577
Supplies, Services & Capital Outlay (Exhibit C)	45,717	19,770	360,559	10,206
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	164,428	139,572	487,027	142,783
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 164,428	\$ 139,572	\$ 487,027	\$ 142,783
FUNDING SOURCE(s)				
Program Revenue	\$ -	\$ -	\$ -	\$ -
Transfers from Other Funds	-	-	-	-
Use of Reserves	-	-	350,000	-
Additional Fund Revenue	164,428	139,572	137,027	142,783
Funding Source Total	\$ 164,428	\$ 139,572	\$ 487,027	\$ 142,783
REVENUE DETAIL				
Description	Fund / Acct.			
General Plan Maintenance Fee *	4670	\$ 113,865	\$ 64,305	\$ -
* Non-Operating Revenue				
Program Revenue		\$ 113,865	\$ 64,305	\$ -
Transfers from Other Funds		\$ -	\$ -	\$ -
Beginning Fund Balance - CIPR (Housing Element)		-	-	-
Beginning Fund Balance - CIPR (General Plan)		-	-	-
General Plan Update Reserve	3677	-	-	350,000
Use of Fund Reserves		\$ -	\$ -	\$ 350,000
Additional Fund Subsidy		\$ 164,428	\$ 139,572	\$ 137,027
TOTAL FUNDING SOURCES		\$ 278,293	\$ 203,878	\$ 487,027

CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : COMMUNITY DEVELOPMENT - POLICY DEVELOPMENT

EXHIBIT B
101.552

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 83,858	\$ 84,057	\$ 93,003	\$ 97,311
7002 Personnel - Temporary	825	-	-	-
7003 Personnel - Overtime	1,226	1,531	-	-
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 85,909	\$ 85,588	\$ 93,003	\$ 97,311
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	-	-	-	-
7106 Retirement	13,874	14,909	17,637	18,454
7107 Dental Insurance	1,347	1,524	1,419	1,620
7108 Group Health Insurance	10,294	10,570	10,263	11,448
7109 Group Life Insurance	132	144	135	149
7110 Workers' Compensation Insurance	522	823	863	561
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	512	539	609	583
7113 Medicare	1,296	1,294	1,349	1,411
7114 Auto Allowance	519	361	384	-
7115 Cell Phone Allowance	60	-	-	-
7118 Other Benefits Pay	1,364	2,177	-	-
7120 Sick Leave Payout	459	-	-	-
7121 Leave Balance Payout	1,573	976	-	-
7122 Deferred Compensation Contribution	848	899	806	1,040
7126 PARS 457 Retirement	-	-	-	-
Total Benefits	\$ 32,802	\$ 34,215	\$ 33,465	\$ 35,266
Total Salary & Benefits	\$ 118,711	\$ 119,803	\$ 126,468	\$ 132,577

CITY OF CAMPBELL
OPERATING BUDGET - Personnel Allocation
PROGRAM : COMMUNITY DEVELOPMENT - POLICY DEVELOPMENT

EXHIBIT B-1
101.552

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Planning Manager *	0.40	0.40	0.40	-	\$ -
Senior Planner **	-	-	-	0.50	63,606
Assistant/Associate Planner ***	0.30	0.30	0.30	0.30	33,705
* Convert to Senior Planner					
** Balance Funded in Programs 551 & 557					
*** Balance Funded in Program 551					
TOTAL	0.70	0.70	0.70	0.80	\$ 97,311

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
					\$ -
TOTAL	-	-	-	-	\$ -

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : COMMUNITY DEVELOPMENT - POLICY DEVELOPMENT

EXHIBIT C
101.552

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ -	\$ -	\$ -	\$ -
7421 Communications - Phones	-	-	-	-
7423 Clothing & Personal Expense	-	-	-	-
7424 Office Expense	-	-	-	-
7425 Minor Tools & Equipment	-	-	-	-
7427 Special Departmental Expense	1,707	1,949	3,500	3,500
7428 Maint of Buildings, Structures & Grounds	-	-	-	-
7429 Maintenance & Operation of Equipment	-	-	-	-
7430 Professional & Specialized Services	37,973	11,472	350,000	-
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	-	-	-	-
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	663	-	-	-
7435 Professional Development & Meetings	-	-	-	-
7437 Staff Development	-	-	-	-
7438 Other Charges	-	-	-	-
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	-	56	-	-
7551 User Charges - IT Pool	5,374	6,293	7,059	6,706
7884 Machinery & Equipment			-	-
Total Supplies, Services & Capital Outlay	\$ 45,717	\$ 19,770	\$ 360,559	\$ 10,206

Description	FY 2017 Requested
<u>7427 Special Departmental Expense</u> Local Area Formation Commission (LAFCO) Fee - Mandate	\$ 3,500
<u>7551 User Charges - IT Pool</u> Use of Computer Hardware/Software; Phones & Photocopier/Fax	6,706
<p style="text-align: right;">TOTAL</p>	<p style="text-align: right;">\$ 10,206</p>

CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : COMMUNITY DEVELOPMENT - CDBG HOUSING

EXHIBIT A
208.553

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 17,769	\$ 23,503	\$ 9,690	\$ 10,088
Supplies, Services & Capital Outlay (Exhibit C)	16,166	10,865	-	-
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	33,935	34,368	9,690	10,088
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 33,935	\$ 34,368	\$ 9,690	\$ 10,088

FUNDING SOURCE(S)				
Program Revenue	\$ 40,006	\$ 10,000	\$ 10,000	\$ 10,000
Transfers from Other Funds	-	-	-	-
Use of Reserves	(6,071)	24,368	(310)	88
Additional Fund Revenue	-	-	-	-
Funding Source Total	\$ 33,935	\$ 34,368	\$ 9,690	\$ 10,088

REVENUE DETAIL					
Description	Fund / Acct.				
Support Services:					
CDBG County Rehab.	4520	\$ -	\$ -	\$ -	\$ -
CDBG County Code Enforcement	4520	40,000	10,000	10,000	10,000
Other Revenue	4965	6	-	-	-
Rental Dispute Fees	4663	-	-	-	-
Program Revenue		\$ 40,006	\$ 10,000	\$ 10,000	\$ 10,000
Transfers from Other Funds		\$ -	\$ -	\$ -	\$ -
Beginning Fund Balance		\$ (6,071)	\$ 24,368	\$ (310)	\$ 88
Use of Fund Reserves		\$ (6,071)	\$ 24,368	\$ (310)	\$ 88
Additional Fund Subsidy		\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES		\$ 33,935	\$ 34,368	\$ 9,690	\$ 10,088

CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : COMMUNITY DEVELOPMENT - CDBG HOUSING

EXHIBIT B
208.553

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 13,077	\$ 16,970	\$ 6,850	\$ 7,226
7002 Personnel - Temporary	-	-	-	-
7003 Personnel - Overtime	-	-	-	-
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 13,077	\$ 16,970	\$ 6,850	\$ 7,226
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	-	39	11	11
7106 Retirement	2,127	2,920	1,299	1,370
7107 Dental Insurance	483	347	142	142
7108 Group Health Insurance	1,385	2,307	1,024	1,002
7109 Group Life Insurance	44	33	13	13
7110 Workers' Compensation Insurance	133	247	110	52
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	142	105	51	51
7113 Medicare	201	243	99	105
7114 Auto Allowance	-	-	-	-
7115 Cell Phone Allowance	9	52	-	25
7118 Other Benefits Pay	-	-	-	-
7120 Sick Leave Payout	-	-	-	-
7121 Leave Balance Payout	-	-	-	-
7122 Deferred Compensation Contribution	167	241	91	91
7126 PARS 457 Retirement	-	-	-	-
Total Benefits	\$ 4,692	\$ 6,533	\$ 2,840	\$ 2,862
Total Salary & Benefits	\$ 17,769	\$ 23,503	\$ 9,690	\$ 10,088

CITY OF CAMPBELL
OPERATING BUDGET - Personnel Allocation
PROGRAM : COMMUNITY DEVELOPMENT - CDBG HOUSING

EXHIBIT B-1
208.553

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Building Inspector *	0.05	0.05	-	-	\$ -
Code Enforcement Officer *	0.25	0.25	0.07	0.07	7,226
* Balance in Program 554					
TOTAL	0.30	0.30	0.07	0.07	\$ 7,226

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
TOTAL	-	-	-	-	\$ -

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : COMMUNITY DEVELOPMENT - CDBG HOUSING

EXHIBIT C
208.553

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ -	\$ -	\$ -	\$ -
7421 Communications - Phones	-	-	-	-
7423 Clothing & Personal Expense	-	-	-	-
7424 Office Expense	-	-	-	-
7425 Minor Tools & Equipment	-	-	-	-
7427 Special Departmental Expense	-	-	-	-
7428 Maintenance of Buildings, Structures & Grounds	-	-	-	-
7429 Maintenance & Operation of Equipment	-	-	-	-
7430 Professional & Specialized Services	16,054	10,442	-	-
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	-	-	-	-
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	-	-	-	-
7435 Professional Development & Meetings	-	-	-	-
7437 Staff Development	-	3	-	-
7438 Other Charges	112	420	-	-
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	-	-	-	-
7551 User Charges - IT Pool	-	-	-	-
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ 16,166	\$ 10,865	\$ -	\$ -

CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : COMMUNITY DEVELOPMENT - BUILDING DIVISION

EXHIBIT A
101.554

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 590,043	\$ 686,945	\$ 998,017	\$ 1,026,741
Supplies, Services & Capital Outlay (Exhibit C)	219,072	302,645	195,646	363,309
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	809,115	989,590	1,193,663	1,390,050
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 809,115	\$ 989,590	\$ 1,193,663	\$ 1,390,050

FUNDING SOURCE(s)				
Program Revenue	\$ 2,451,525	\$ 1,598,351	\$ 2,233,592	\$ 2,127,910
Transfers from Other Funds	-	-	-	-
Use of Reserves	-	-	165,000	170,000
Additional Fund Revenue	-	-	-	-
Funding Source Total	\$ 2,451,525	\$ 1,598,351	\$ 2,398,592	\$ 2,297,910

REVENUE DETAIL					
Description	Fund / Acct.				
Construction Tax *	4151	\$ 212,523	\$ 50,710	\$ -	\$ -
Construction Permits	4210	1,857,564	1,180,622	1,591,497	1,614,000
Advance Plan Check Fees	4211	272,904	274,086	494,349	400,000
Building Division General Revenue	4212	9,365	11,167	32,856	20,000
Plan Check Fee - Title 24 Energy	4213	68,205	39,150	98,890	73,910
Document Imaging Fees	4661	18,640	22,494	15,000	20,000
Code Enforcement Fees	4671	1,100	-	1,000	-
Code Enforcement Fines	4371	9,645	19,482	-	-
Other Revenue	4965	1,579	641	-	-
* Non-Operating Revenue					
Program Revenue		\$ 2,451,525	\$ 1,598,351	\$ 2,233,592	\$ 2,127,910
Transfers from Other Funds		\$ -	\$ -	\$ -	\$ -
CIPR - Limited Term Position		\$ -	\$ -	\$ 165,000	\$ 170,000
Use of Fund Reserves		\$ -	\$ -	\$ 165,000	\$ 170,000
Additional Fund Subsidy		\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES		\$ 2,451,525	\$ 1,598,351	\$ 2,398,592	\$ 2,297,910

CITY OF CAMPBELL
 OPERATING BUDGET - Employee Services
 PROGRAM : COMMUNITY DEVELOPMENT - BUILDING DIVISION

EXHIBIT B
 101.554

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 379,511	\$ 434,547	\$ 642,904	\$ 665,767
7002 Personnel - Temporary	60,447	61,555	92,800	94,656
7003 Personnel - Overtime	-	-	-	-
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 439,959	\$ 496,102	\$ 735,704	\$ 760,423
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	450	435	590	590
7106 Retirement	62,129	75,550	121,921	126,257
7107 Dental Insurance	7,889	9,002	12,026	12,008
7108 Group Health Insurance	50,703	63,409	86,804	85,518
7109 Group Life Insurance	776	834	1,139	1,103
7110 Workers' Compensation Insurance	4,388	6,740	13,528	13,488
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	2,677	2,793	4,581	4,617
7113 Medicare	6,775	7,687	10,669	10,676
7114 Auto Allowance	963	949	960	1,920
7115 Cell Phone Allowance	1,344	1,116	1,440	1,775
7118 Other Benefits Pay	2,153	3,980	-	-
7120 Sick Leave Payout	-	232	-	-
7121 Leave Balance Payout	4,379	11,777	-	-
7122 Deferred Compensation Contribution	4,672	5,513	7,449	6,409
7124 VEBA Health Deferred Compensation	-	26	-	1,040
7126 PARS 457 Retirement	786	800	1,206	917
Total Benefits	\$ 150,084	\$ 190,843	\$ 262,313	\$ 266,318
Total Salary & Benefits	\$ 590,043	\$ 686,945	\$ 998,017	\$ 1,026,741

CITY OF CAMPBELL
OPERATING BUDGET - Personnel Allocation
PROGRAM : COMMUNITY DEVELOPMENT - BUILDING DIVISION

EXHIBIT B-1
101.554

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Building Division Manager / Bldg Official	1.00	1.00	1.00	1.00	\$ 148,512
Building Inspector	1.95	2.00	2.00	2.00	212,919
Code Enforcement Officer *	0.75	0.93	0.93	0.93	96,004
Permit Technician	1.00	1.00	1.00	1.00	82,492
Senior Building Inspector **	-	1.00	1.00	1.00	125,840
* Balance in Program 553					
** Limited Term (2 years) - Extend 2 years					
TOTAL	4.70	5.93	5.93	5.93	\$ 665,767

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Temporary Building Inspector	0.88	0.88	0.88	0.88	\$ 74,256
Building Intern (Imaging Assistant)*	-	-	0.64	0.64	20,400
TOTAL	0.88	0.88	1.52	1.52	\$ 94,656

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : COMMUNITY DEVELOPMENT - BUILDING DIVISION

EXHIBIT C
101.554

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ -	\$ -	\$ -	\$ -
7421 Communications - Phones	-	-	500	500
7423 Clothing & Personal Expense	-	-	150	200
7424 Office Expense	6,381	6,057	5,000	7,500
7425 Minor Tools & Equipment	77	17	150	200
7427 Special Departmental Expense	93	-	-	-
7428 Maintenance of Buildings, Structures & Grounds	-	-	-	-
7429 Maintenance & Operation of Equipment	-	-	-	-
7430 Professional & Specialized Services	145,134	225,020	110,000	265,000
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	-	-	-	-
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	3,720	1,682	3,200	7,700
7435 Professional Development & Meetings	1,386	11	-	-
7437 Staff Development	-	42	-	-
7438 Other Charges	-	-	-	-
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	22,087	22,747	23,848	21,859
7551 User Charges - IT Pool	40,194	47,069	52,798	60,350
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ 219,072	\$ 302,645	\$ 195,646	\$ 363,309

Description	FY 2017 Requested
7421 Communications - Phones Cellular Phones & Service	\$ 500
7423 Clothing & Personal Expense Replacement for Damaged Clothing	200
7424 Office Expense Printing, Maps, Etc.	7,500
7425 Minor Tools & Equipment Miscellaneous Equipment & Supplies	200
7430 Professional & Specialized Services Contract Permit Technician Contract plan Checking - Structural Engineer Fees Graffiti Abatement Hearing Officer	100,000 140,000 20,000 5,000 265,000
7434 Memberships, Dues, Books Books California Association of Building Officials (CABO) Dues International Code Council (ICC) Dues	6,000 600 1,100 7,700
7550 User Charges - Motor Pool Use of City Vehicles	21,859
7551 User Charges - IT Pool Use of Computer Hardware/Software; Phones & Photocopier/Fax	60,350
TOTAL	\$ 363,309

CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : COMMUNITY DEVELOPMENT - ECONOMIC DEVELOPMENT

EXHIBIT A
101.556

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ -	\$ -	\$ 98,650	\$ 144,789
Supplies, Services & Capital Outlay (Exhibit C)	-	-	14,358	14,758
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	-	-	113,008	159,547
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ -	\$ -	\$ 113,008	\$ 159,547

FUNDING SOURCE(s)				
Program Revenue	\$ -	\$ -	\$ 12,000	\$ 12,000
Transfers from Other Funds	-	-	-	-
Use of Reserves	-	-	-	-
Additional Fund Revenue	-	-	101,008	\$ 147,547
Funding Source Total	\$ -	\$ -	\$ 113,008	\$ 159,547

REVENUE DETAIL					
Description	Fund / Acct.				
Farmers Market In-Lieu Fee	4155	\$ -	\$ -	\$ 12,000	\$ 12,000
Program Revenue		\$ -	\$ -	\$ 12,000	\$ 12,000
Transfers from Other Funds		\$ -	\$ -	\$ -	\$ -
Use of Fund Reserves		\$ -	\$ -	\$ -	\$ -
Additional Fund Subsidy		\$ -	\$ -	\$ 101,008	\$ 147,547
TOTAL FUNDING SOURCES		\$ -	\$ -	\$ 113,008	\$ 159,547

CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : COMMUNITY DEVELOPMENT - ECONOMIC DEVELOPMENT

EXHIBIT B
101.556

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ -	\$ -	17,262	\$ 18,611
7002 Personnel - Temporary	-	-	73,251	116,000
7003 Personnel - Overtime	-	-	-	-
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	-	-	90,513	\$ 134,611
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	-	-	-	-
7106 Retirement	-	-	3,274	3,529
7107 Dental Insurance	-	-	203	203
7108 Group Health Insurance	-	-	1,529	1,497
7109 Group Life Insurance	-	-	19	19
7110 Workers' Compensation Insurance	-	-	478	968
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	-	-	97	97
7113 Medicare	-	-	1,313	1,953
7114 Auto Allowance	-	-	132	264
7115 Cell Phone Allowance	-	-	36	36
7118 Other Benefits Pay	-	-	-	-
7120 Sick Leave Payout	-	-	-	-
7121 Leave Balance Payout	-	-	-	-
7122 Deferred Compensation Contribution	-	-	104	-
7124 VEBA Health Deferred Compensation	-	-	-	104
7126 PARS 457 Retirement	-	-	952	1,508
Total Benefits	-	-	8,137	\$ 10,178
Total Salary & Benefits	-	-	98,650	\$ 144,789

CITY OF CAMPBELL
OPERATING BUDGET - Personnel Allocation
PROGRAM : COMMUNITY DEVELOPMENT - ECONOMIC DEVELOPMENT

EXHIBIT B-1
101.556

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Community Development Director *	-	-	0.10	0.10	\$ 18,611
* Balance in Program 550					
TOTAL	-	-	0.10	0.10	\$ 18,611

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Project Manager *	-	-	0.45	0.45	\$ 49,000
Economic Development Specialist	-	-	0.75	1.00	67,000
* Moved from Prog 510 in FY 16					
TOTAL	-	-	1.20	1.45	\$ 116,000

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : COMMUNITY DEVELOPMENT - ECONOMIC DEVELOPMENT

EXHIBIT C
101.556

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ -	\$ -	\$ -	\$ -
7421 Communications - Phones	-	-	-	-
7422 Advertising	-	-	4,000	4,000
7423 Clothing & Personal Expense	-	-	-	-
7424 Office Expense	-	-	4,000	4,000
7425 Minor Tools & Equipment	-	-	-	-
7427 Special Departmental Expense	-	-	-	-
7428 Maint. of Buildings, Structures & Grounds	-	-	-	-
7429 Maint. & Operation of Equipment	-	-	-	-
7430 Professional & Specialized Services	-	-	-	-
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	-	-	-	-
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	-	-	600	1,000
7435 Professional Development & Meetings	-	-	3,000	3,000
7437 Staff Development	-	-	-	-
7438 Other Charges	-	-	-	-
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	-	-	-	-
7551 User Charges - IT Pool	-	-	2,758	2,758
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ -	\$ -	\$ 14,358	\$ 14,758

Description	FY 2017 Requested
7422 Advertising Promote Campbell	\$ 4,000
7424 Office Expense Office Supplies, Etc.	4,000
7434 Memberships, Dues, Books ICSC & DCBA Membership, Publication Subscriptions CalEd Conference	1,000
7435 Professional Development & Meetings ICSC Conferences, Workshops	3,000
7551 User Charges - IT Pool Use of Computer Hardware/Software; Phones & Photocopier/Fax	2,758
<p style="text-align: right;">TOTAL</p>	\$ 14,758

CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : COMMUNITY DEVELOPMENT - HOUSING ASSISTANCE

EXHIBIT A
233.557

Description	FY 2014	FY 2015	FY 2016	FY 2017
	Actual	Actual	Adopted	Requested
Employee Services (Exhibit B)	\$ 32,266	\$ 23,338	\$ 52,017	\$ 34,474
Supplies, Services & Capital Outlay (Exhibit C)	437,044	31,612	67,800	218,000
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	469,310	54,950	119,817	252,474
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 469,310	\$ 54,950	\$ 119,817	\$ 252,474

FUNDING SOURCE(s)				
Program Revenue	\$ 39,820	\$ 35,203	\$ 61,000	\$ 61,000
Transfers from Other Funds	-	-	-	-
Use of Reserves	429,490	19,747	58,817	191,474
Additional Fund Revenue	-	-	-	-
Funding Source Total	\$ 469,310	\$ 54,950	\$ 119,817	\$ 252,474

REVENUE DETAIL					
Description	Fund / Acct.				
Investment Interest	4410	\$ 5,571	\$ 6,815	\$ 1,000	\$ 1,000
Loan Interest Revenue	4450	34,249	28,388	10,000	10,000
Loan Principal Repayment	4966	-	-	50,000	50,000
Rent/Lease Revenue	4810	-	-	-	-
B E G I N State Housing Loans	4553	-	-	-	-
Other Revenue	4965	-	-	-	-
Program Revenue		\$ 39,820	\$ 35,203	\$ 61,000	\$ 61,000
Transfers from Other Funds		\$ -	\$ -	\$ -	\$ -
Beginning Fund Balance		\$ 429,490	\$ 19,747	\$ 58,817	\$ 191,474
Use of Fund Reserves		\$ 429,490	\$ 19,747	\$ 58,817	\$ 191,474
Additional Fund Subsidy		\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES		\$ 469,310	\$ 54,950	\$ 119,817	\$ 252,474

CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : COMMUNITY DEVELOPMENT - HOUSING ASSISTANCE

EXHIBIT B
233.557

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 19,648	\$ 16,292	\$ 37,986	\$ 25,442
7002 Personnel - Temporary	375	200	-	-
7003 Personnel - Overtime	965	871	-	-
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 20,988	\$ 17,363	\$ 37,986	\$ 25,442
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	-	-	-	-
7106 Retirement	3,197	2,814	7,204	4,825
7107 Dental Insurance	369	295	608	405
7108 Group Health Insurance	2,661	2,034	4,388	2,862
7109 Group Life Insurance	33	28	58	37
7110 Workers' Compensation Insurance	249	258	612	128
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	104	89	220	146
7113 Medicare	339	267	551	369
7114 Auto Allowance	-	-	-	-
7115 Cell Phone Allowance	-	-	-	-
7118 Other Benefits Pay	-	-	-	-
7120 Sick Leave Payout	918	-	-	-
7121 Leave Balance Payout	3,145	-	-	-
7122 Deferred Compensation Contribution	263	190	390	260
7126 PARS 457 Retirement	-	-	-	-
Total Benefits	\$ 11,278	\$ 5,975	\$ 14,031	\$ 9,032
Total Salary & Benefits	\$ 32,266	\$ 23,338	\$ 52,017	\$ 34,474

CITY OF CAMPBELL
OPERATING BUDGET - Personnel Allocation
PROGRAM : COMMUNITY DEVELOPMENT - HOUSING ASSISTANCE

EXHIBIT B-1
233.557

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Assistant/Associate Planner	0.30	-	-	-	\$ -
Senior Planner ****	-	0.30	0.30	0.20	25,442
TOTAL	0.30	0.30	0.30	0.20	\$ 25,442

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
					\$ -
TOTAL	-	-	-	-	\$ -

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : COMMUNITY DEVELOPMENT - HOUSING ASSISTANCE

EXHIBIT C
233.557

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ -	\$ -	\$ -	\$ -
7421 Communications - Phones	-	-	-	-
7422 Advertising	-	-	200	200
7423 Clothing & Personal Expense	-	-	-	-
7424 Office Expense	-	-	100	300
7425 Minor Tools & Equipment	-	-	-	-
7427 Special Departmental Expense	-	-	-	-
7428 Maintenance of Buildings, Structures & Grounds	-	-	-	-
7429 Maintenance & Operation of Equipment	-	-	-	-
7430 Professional & Specialized Services	-	6,612	17,500	167,500
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	-	-	-	-
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	-	-	-	-
7435 Professional Development & Meetings	-	-	-	-
7437 Staff Development	-	-	-	-
7438 Other Charges	-	-	-	-
7439 Bad Debts	113,000	25,000	50,000	50,000
7440 Fees Paid to State	-	-	-	-
7442 Insurance Claims Expense	-	-	-	-
7451 Loss on Sale of Property	323,427	-	-	-
7550 User Charges - Motor Pool	-	-	-	-
7551 User Charges - IT Pool	-	-	-	-
7880 Property Acquisition	617	-	-	-
7884 Machinery & Equipment	-	-	-	-
Supplies, Services & Capital Outlay	\$ 437,044	\$ 31,612	\$ 67,800	\$ 218,000

Description	FY 2017 Requested
7422 Advertising Promote Housing Assistance Availability	\$ 200
7424 Office Expense Office Supplies	300
7430 Professional & Specialized Services General Consulting & Legal Services Santa Clara County Homeless Study Housing Consultant	17,500 2,500 150,000 167,500
7439 Bad Debts Loan Forgiveness (Bankruptcy, Foreclosures, Short Sales)	50,000
<p style="text-align: right;">TOTAL</p>	\$ 218,000

**CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : LEGAL SERVICES**

**EXHIBIT A
101.560**

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 296,140	\$ 335,364	\$ 373,309	\$ 375,563
Supplies, Services & Capital Outlay (Exhibit C)	3,845	6,988	8,757	8,817
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	299,985	342,351	382,066	384,380
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 299,985	\$ 342,351	\$ 382,066	\$ 384,380

FUNDING SOURCE(s)				
Program Revenue	\$ -	\$ -	\$ -	\$ -
Transfers from Other Funds	-	-	-	-
Use of Reserves	-	-	-	-
Additional Fund Revenue	299,985	342,351	382,066	384,380
Funding Source Total	\$ 299,985	\$ 342,351	\$ 382,066	\$ 384,380

REVENUE DETAIL					
Description	Fund / Acct.				
		\$ -	\$ -	\$ -	\$ -
Program Revenue		\$ -	\$ -	\$ -	\$ -
Transfers from Other Funds		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
Use of Fund Reserves		\$ -	\$ -	\$ -	\$ -
Additional Fund Subsidy		\$ 299,985	\$ 342,351	\$ 382,066	\$ 384,380
TOTAL FUNDING SOURCES		\$ 299,985	\$ 342,351	\$ 382,066	\$ 384,380

CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : LEGAL SERVICES

EXHIBIT B
101.560

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 235,329	\$ 263,955	\$ 282,216	\$ 287,860
7002 Personnel - Temporary	-	-	-	-
7003 Personnel - Overtime	-	-	-	-
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 235,329	\$ 263,955	\$ 282,216	\$ 287,860
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	-	-	-	-
7106 Retirement	28,731	35,982	53,519	46,434
7107 Dental Insurance	1,860	1,971	2,028	2,025
7108 Group Health Insurance	25,848	28,231	28,800	32,155
7109 Group Life Insurance	186	186	192	186
7110 Workers' Compensation Insurance	774	1,210	1,490	1,757
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	-	-	972	972
7113 Medicare	3,412	3,827	4,092	4,174
7114 Auto Allowance	-	-	-	-
7115 Cell Phone Allowance	-	-	-	-
7118 Other Benefits Pay	-	-	-	-
7120 Sick Leave Payout	-	-	-	-
7121 Leave Balance Payout	-	-	-	-
7122 Deferred Compensation Contribution	-	-	-	-
7126 PARS 457 Retirement	-	-	-	-
Total Benefits	\$ 60,811	\$ 71,408	\$ 91,093	\$ 87,703
Total Salary & Benefits	\$ 296,140	\$ 335,364	\$ 373,309	\$ 375,563

**CITY OF CAMPBELL
 OPERATING BUDGET - Personnel Allocation
 PROGRAM : LEGAL SERVICES**

**EXHIBIT B-1
 101.560**

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
City Attorney *	1.00	1.00	1.00	1.00	\$ 287,860
* Retainer and additional hourly charges per contract. Not a full-time position.					
TOTAL	1.00	1.00	1.00	1.00	\$ 287,860

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
TOTAL	-	-	-	-	\$ -

**CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : LEGAL SERVICES**

**EXHIBIT C
101.560**

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ -	\$ -	\$ -	\$ -
7421 Communications - Phones	-	-	-	-
7423 Clothing & Personal Expense	-	-	-	-
7424 Office Expense	-	-	-	-
7425 Minor Tools & Equipment	-	-	-	-
7427 Special Departmental Expense	23	27	500	500
7428 Maintenance of Buildings, Structures & Grounds	-	-	-	-
7429 Maintenance & Operation of Equipment	-	-	-	-
7430 Professional & Specialized Services	600	-	-	-
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	-	-	-	-
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	960	3,639	3,976	3,976
7435 Professional Development & Meetings	1,287	2,180	3,000	3,000
7437 Staff Development	-	-	-	-
7438 Other Charges	-	-	-	-
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	-	-	-	-
7551 User Charges - IT Pool	975	1,142	1,281	1,341
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ 3,845	\$ 6,988	\$ 8,757	\$ 8,817

Description	FY 2017 Requested
7427 <u>Special Departmental Expense</u> Federal Express / Printing / Photocopying	\$ 500
7434 <u>Memberships, Dues, Books</u> Matthew-Bender On-line Publications: California Litigation California Real Estate Law Case Reporters Statutes Continuing Education of the Bar Publications IMLA	 1,056 2,225 695 3,976
7435 <u>Professional Development & Meetings</u> League of California Cities Conference & Webinar	 3,000
7551 <u>User Charges - IT Pool</u> Use of Computer Hardware/Software; Phones & Photocopier/Fax	 1,341
TOTAL	 \$ 8,817

**CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : POLICE - ADMINISTRATION**

**EXHIBIT A
101.601**

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 532,370	\$ 663,430	\$ 531,674	\$ 554,559
Supplies, Services & Capital Outlay (Exhibit C)	281,709	325,562	303,169	357,544
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	814,079	988,992	834,843	912,103
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 814,079	\$ 988,992	\$ 834,843	\$ 912,103

FUNDING SOURCE(S)				
Program Revenue	28,060	19,094	20,000	\$ 20,000
Transfers from Other Funds	13,806	-	-	-
Use of Reserves	-	-	-	-
Additional Fund Revenue	772,213	969,897	814,843	892,103
Funding Source Total	\$ 814,079	\$ 988,992	\$ 834,843	\$ 912,103

REVENUE DETAIL					
Description	Fund / Acct.				
POST Reimbursement	4588	\$ 27,941	\$ 18,629	\$ 20,000	\$ 20,000
DUI Cost Recovery *	4698	110	465	-	-
Other Revenue	4965	9	-	-	-
* Moved to Program 604 in FY 14.					
Program Revenue		\$ 28,060	\$ 19,094	\$ 20,000	\$ 20,000
Association of Bay Area Government Grants	212	\$ 13,806	\$ -	\$ -	\$ -
Transfers from Other Funds		\$ 13,806	\$ -	\$ -	\$ -
Use of Fund Reserves		\$ -	\$ -	\$ -	\$ -
Additional Fund Subsidy		\$ 772,213	\$ 969,897	\$ 814,843	\$ 892,103
TOTAL FUNDING SOURCES		\$ 814,079	\$ 988,992	\$ 834,843	\$ 912,103

**CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : POLICE - ADMINISTRATION**

**EXHIBIT B
101.601**

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 235,833	\$ 295,377	\$ 263,643	\$ 281,089
7002 Personnel - Temporary	-	-	-	-
7003 Personnel - Overtime	91,810	117,541	100,000	100,000
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 327,643	\$ 412,918	\$ 363,643	\$ 381,089
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	1,100	360	-	1,100
7106 Retirement	93,187	121,822	114,899	129,989
7107 Dental Insurance	4,947	5,937	4,056	4,050
7108 Group Health Insurance	31,631	36,963	27,066	26,418
7109 Group Life Insurance	504	555	384	335
7110 Workers' Compensation Insurance	14,214	25,315	14,019	1,927
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	1,396	1,565	1,704	1,555
7113 Medicare	5,806	7,033	3,823	6,016
7114 Auto Allowance	-	-	-	-
7115 Cell Phone Allowance	-	-	-	-
7118 Other Benefits Pay	7,519	4,663	-	-
7120 Sick Leave Payout	28,234	25,209	-	-
7121 Leave Balance Payout	13,760	18,045	-	-
7122 Deferred Compensation Contribution	2,428	2,779	2,080	1,040
7124 VEBA Health Deferred Compensation	-	266	-	1,040
7126 PARS 457 Retirement	-	-	-	-
Total Benefits	\$ 204,726	\$ 250,512	\$ 168,031	\$ 173,470
Total Salary & Benefits	\$ 532,370	\$ 663,430	\$ 531,674	\$ 554,559

**CITY OF CAMPBELL
 OPERATING BUDGET - Personnel Allocation
 PROGRAM : POLICE - ADMINISTRATION**

**EXHIBIT B-1
 101.601**

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Police Chief	1.00	1.00	1.00	1.00	\$ 212,633
Executive Assistant	0.80	0.80	0.80	0.80	68,456
TOTAL	1.80	1.80	1.80	1.80	\$ 281,089

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
TOTAL	-	-	-	-	\$ -

**CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : POLICE - ADMINISTRATION**

**EXHIBIT C
101.601**

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ -	\$ -	\$ -	\$ -
7421 Communications - Phones	-	-	-	-
7423 Clothing & Personal Expense	-	-	-	-
7424 Office Expense	2,438	1,027	1,000	2,000
7425 Minor Tools & Equipment	-	-	-	-
7427 Special Departmental Expense	4,271	4,296	3,500	4,200
7428 Maintenance of Buildings, Structures & Ground	-	-	-	-
7429 Maintenance & Operation of Equipment	-	235	-	-
7430 Professional & Specialized Services	142,153	171,054	159,111	181,568
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	-	-	-	-
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	5,681	6,706	7,200	7,500
7435 Professional Development & Meetings	10,706	11,872	12,000	15,000
7437 Staff Development	59,856	69,741	55,000	75,000
7438 Other Charges	-	-	-	-
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	37,107	37,799	39,747	45,454
7551 User Charges - IT Pool	19,497	22,832	25,611	26,822
7884 Machinery & Equipment	-	-	-	-
7450 Booking Fees	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ 281,709	\$ 325,562	\$ 303,169	\$ 357,544

Description	FY 2017 Requested
<u>7424 Office Expense</u>	
Office Supplies	\$ 1,000
Year-in-Review	1,000
	2,000
<u>7427 Special Departmental Expense</u>	
Department Employee Recognition	1,300
Department Meeting	1,000
Miscellaneous Equipment/Training	700
Other Department-Wide Supplies	1,200
	4,200
<u>7430 Professional & Specialized Services</u>	
Annual Update & Reprint of General Order Manual - Lexipol	5,550
Cal-ID Santa Clara Automated Fingerprint System (Fee Calculated by Usage)	22,438
Contracted Background Checks	12,000
Contracted Legal Service	3,000
Crime Lab Fees	129,080
Mobile PD - Smart Phone Application	8,500
Social Media Software / Apps / Supplies	1,000
	181,568
<u>7434 Memberships, Dues, Books</u>	
Books & Subscriptions	1,200
Dues	6,300
	7,500
<u>7435 Professional Development & Meetings</u>	
Professional Development	15,000
<u>7437 Staff Development</u>	
Training Costs (Includes POST Training)	60,000
EVOC Training (POST Mandated Training Every 2 Years)	15,000
	75,000
<u>7550 User Charges - Motor Pool</u>	
Use of City Vehicles	45,454
<u>7551 User Charges - IT Pool</u>	
Use of Computer Hardware/Software; Phones & Photocopier/Fax	26,822
TOTAL	\$ 296,544

**CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : POLICE - COMMUNICATIONS**

**EXHIBIT A
101.602**

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 1,471,791	\$ 1,478,853	\$ 1,724,832	\$ 1,752,200
Supplies, Services & Capital Outlay (Exhibit C)	213,521	227,387	432,318	429,255
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	1,685,312	1,706,240	2,157,150	2,181,455
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 1,685,312	\$ 1,706,240	\$ 2,157,150	\$ 2,181,455

FUNDING SOURCE(s)				
Program Revenue	\$ 51,318	\$ 53,287	\$ 35,000	\$ 33,000
Transfers from Other Funds	-	-	-	-
Use of Reserves	-	-	-	-
Additional Fund Revenue	1,633,994	1,652,953	2,122,150	2,148,455
Funding Source Total	\$ 1,685,312	\$ 1,706,240	\$ 2,157,150	\$ 2,181,455

REVENUE DETAIL					
Description	Fund / Acct.				
CAL NENA/APCO Reimbursement	4707	\$ 7,944	\$ 4,622	\$ 3,000	\$ 3,000
9-1-1 Phone Maintenance Reimb.	4708	-	3,467	7,000	-
False Alarm Fees	4693	43,374	45,198	25,000	30,000
Program Revenue		\$ 51,318	\$ 53,287	\$ 35,000	\$ 33,000
Transfers from Other Funds		\$ -	\$ -	\$ -	\$ -
Use of Fund Reserves		\$ -	\$ -	\$ -	\$ -
Additional Fund Subsidy		\$ 1,633,994	\$ 1,652,953	\$ 2,122,150	\$ 2,148,455
TOTAL FUNDING SOURCES		\$ 1,685,312	\$ 1,706,240	\$ 2,157,150	\$ 2,181,455

**CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : POLICE - COMMUNICATIONS**

**EXHIBIT B
101.602**

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 897,921	\$ 932,195	\$ 1,114,238	\$ 1,128,579
7002 Personnel - Temporary	9,090	11,454	10,000	10,000
7003 Personnel - Overtime	76,655	79,110	70,000	70,000
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	43,653	38,879	45,271	45,745
Total Salaries	\$ 1,027,319	\$ 1,061,639	\$ 1,239,509	\$ 1,254,324
7104 Meal Allowance	\$ 1,225	\$ 1,744	\$ 200	\$ 1,500
7105 Uniform Allowance	-	-	-	-
7106 Retirement	159,648	168,954	219,888	222,946
7107 Dental Insurance	18,872	19,545	23,322	23,288
7108 Group Health Insurance	156,333	157,148	191,652	190,775
7109 Group Life Insurance	2,762	2,665	3,168	3,069
7110 Workers' Compensation Insurance	3,570	5,614	7,067	10,629
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	6,079	6,099	8,538	8,505
7113 Medicare	15,547	15,396	16,298	17,194
7114 Auto Allowance	481	475	480	960
7115 Cell Phone Allowance	542	703	540	540
7118 Other Benefits Pay	36,782	5,459	-	1,300
7119 Social Security	-	50	-	-
7120 Sick Leave Payout	11,069	254	-	-
7121 Leave Balance Payout	19,171	20,989	-	-
7122 Deferred Compensation Contribution	12,304	11,854	14,040	7,020
7124 VEBA Health Deferred Compensation	-	174	-	10,020
7126 PARS 457 Retirement	87	92	130	130
Total Benefits	\$ 444,472	\$ 417,214	\$ 485,323	\$ 497,876
Total Salary & Benefits	\$ 1,471,791	\$ 1,478,853	\$ 1,724,832	\$ 1,752,200

**CITY OF CAMPBELL
 OPERATING BUDGET - Personnel Allocation
 PROGRAM : POLICE - COMMUNICATIONS**

**EXHIBIT B-1
 101.602**

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Support Services Manager *	0.50	0.50	0.50	0.50	\$ 68,338
Communications Supervisor	1.00	1.00	1.00	1.00	112,008
Public Safety Dispatcher	9.00	9.00	9.00	9.00	840,968
Public Safety Systems Specialist **	-	1.00	1.00	1.00	107,265
* Balance in Program 603					
** Position Added in FY 15					
TOTAL	10.50	11.50	11.50	11.50	\$ 1,128,579

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Part-Time Dispatcher (Per Diem Basis)	0.15	0.15	0.15	0.15	\$ 10,000
TOTAL	0.15	0.15	0.15	0.15	\$ 10,000

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : POLICE - COMMUNICATIONS

EXHIBIT C
101.602

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ -	\$ -	\$ -	\$ -
7421 Communications - Phones	55,480	55,809	52,500	45,500
7423 Clothing & Personal Expense	-	-	-	-
7424 Office Expense	745	462	900	900
7425 Minor Tools & Equipment	-	-	-	-
7427 Special Departmental Expense	3,622	7,456	3,300	3,300
7428 Maint of Buildings, Structures & Grounds	-	-	-	-
7429 Maintenance & Operation of Equipment	12,505	14,898	28,500	28,500
7430 Professional & Specialized Services	72,972	70,725	259,283	259,283
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	-	-	-	-
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	1,414	1,382	1,600	1,600
7435 Professional Development & Meetings	3,420	2,452	3,000	3,000
7437 Staff Development	-	-	-	-
7438 Other Charges	-	-	-	-
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	-	-	-	-
7551 User Charges - IT Pool	63,365	74,203	83,235	87,172
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ 213,521	\$ 227,387	\$ 432,318	\$ 429,255

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Detail
PROGRAM : POLICE - COMMUNICATIONS

EXHIBIT C-1
101.602
Page 1

Description	FY 2017 Requested
<u>7421 Communications - Phones</u>	
Automated Warrant System Phone Line	300
California Law Enforcement Telecommunication System (CLETS) Dedicated Phone Line	4,200
Cell Phones Service and Use Charges	11,000
Telephone Lines and Service (Modems, Radios, Call Boxes, Automated Warrant System (AWS) & Phone Lines, Etc.)	30,000
	45,500
<u>7424 Office Expense</u>	
Dispatch Office Supplies	900
<u>7427 Special Departmental Expense</u>	
Cell Phones (Replacement)	1,500
Communications Supplies	750
Headsets	1,050
	3,300
<u>7429 Maintenance & Operation of Equipment</u>	
Base Station / Remote Sites	10,000
Mobiles, Portables	6,500
Other Repairs & Parts (Not Covered by Maintenance Contracts; Installation of Assets)	3,000
Radio Control System	5,000
Replacement Batteries	3,000
Security System Repairs	1,000
	28,500
<u>7430 Professional & Specialized Services</u>	
Automated Warrant System User Fee - Direct Connect & Not Direct Connect	8,000
California Law Enforcement Telecommunications System Access Fee (Direct Connect)	7,500
Dispatch console cleaning (every other year)	1,000
Pruneyard Tower Repeater Lease	3,000
Sheriff's Law Enforcement Telecommunication System (includes CJIC Not Direct)	15,848
SVRIA Assessment & E-Comm Maintenance	39,200
Wireless Data for Patrol Vehicles (\$40 Per Month x 18 Vehicles)	8,640
Silicon Valley Regional Comm. System (SVRCS) Assessment (Year 2 of 3)	176,095
	259,283
<u>7434 Memberships, Dues, Books</u>	
Books & Subscriptions	900
Dues	700
	1,600
SUBTOTAL page 1	\$ 339,083

Description	FY 2017 Requested
7435 Professional Development & Meetings CAL NENA or APCO Conference & Quarterly Meetings *	\$ 3,000
7551 User Charges - IT Pool Use of Computer Hardware/Software; Phones & Photocopier/Fax	87,172
* Funded by State 9-1-1 Program	
SUBTOTAL page 2	90,172
TOTAL EXHIBIT C-1	\$ 429,255

**CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : POLICE - RECORDS DIVISION**

**EXHIBIT A
101.603**

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 909,507	\$ 970,374	\$ 1,039,378	\$ 1,171,923
Supplies, Services & Capital Outlay (Exhibit C)	124,058	152,081	160,547	165,694
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	1,033,564	1,122,456	1,199,925	1,337,617
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 1,033,564	\$ 1,122,456	\$ 1,199,925	\$ 1,337,617

FUNDING SOURCE(S)				
Program Revenue	\$ 39,352	\$ 43,009	\$ 40,000	\$ 40,000
Transfers from Other Funds	-	-	-	-
Use of Reserves	-	-	-	-
Additional Fund Revenue	994,212	1,079,446	1,159,925	1,297,617
Funding Source Total	\$ 1,033,564	\$ 1,122,456	\$ 1,199,925	\$ 1,337,617

REVENUE DETAIL					
Description	Fund / Acct.				
Other Filing Fees	4690	8,988	5,508	10,000	5,000
Special Police Services: Reports, Fingerprints, Impounds, Etc.	4691	30,364	37,501	30,000	35,000
Program Revenue		\$ 39,352	\$ 43,009	\$ 40,000	\$ 40,000
Transfers from Other Funds		\$ -	\$ -	\$ -	\$ -
Use of Fund Reserves		\$ -	\$ -	\$ -	\$ -
Additional Fund Subsidy		\$ 994,212	\$ 1,079,446	\$ 1,159,925	\$ 1,297,617
TOTAL FUNDING SOURCES		\$ 1,033,564	\$ 1,122,456	\$ 1,199,925	\$ 1,337,617

**CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : POLICE - RECORDS DIVISION**

**EXHIBIT B
101.603**

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 546,253	\$ 605,456	\$ 659,114	\$ 736,113
7002 Personnel - Temporary	55,390	16,471	11,648	11,648
7003 Personnel - Overtime	10,897	4,336	4,000	4,000
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	23,726	25,682	28,423	32,054
Total Salaries	\$ 636,266	\$ 651,945	\$ 703,185	\$ 783,815
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	4,273	5,521	5,325	5,980
7106 Retirement	93,912	109,789	130,385	146,928
7107 Dental Insurance	14,133	16,532	17,238	19,238
7108 Group Health Insurance	115,582	132,259	143,088	159,567
7109 Group Life Insurance	2,047	2,263	2,400	2,604
7110 Workers' Compensation Insurance	4,920	6,964	7,262	15,211
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	4,554	5,155	6,342	7,047
7113 Medicare	8,189	9,474	9,726	11,404
7114 Auto Allowance	481	475	480	960
7115 Cell Phone Allowance	902	868	900	900
7118 Other Benefits Pay	3,853	3,343	2,600	3,900
7120 Sick Leave Payout	2,875	10,821	-	-
7121 Leave Balance Payout	7,739	4,786	-	-
7122 Deferred Compensation Contribution	9,062	9,824	10,296	5,148
7124 VEBA Health Deferred Compensation	-	141	-	9,070
7126 PARS 457 Retirement	720	214	151	151
Total Benefits	\$ 273,241	\$ 318,429	\$ 336,193	\$ 388,108
Total Salary & Benefits	\$ 909,507	\$ 970,374	\$ 1,039,378	\$ 1,171,923

**CITY OF CAMPBELL
OPERATING BUDGET - Personnel Allocation
PROGRAM : POLICE - RECORDS DIVISION**

**EXHIBIT B-1
101.603**

Permanent Personnel	Full-Time Equivalentents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Support Services Manager *	0.50	0.50	0.50	0.50	\$ 68,338
Police Records Supervisor	1.00	1.00	1.00	1.00	94,348
Police Records Specialist **	4.00	5.00	5.00	6.00	417,407
Property/Evidence Specialist	1.00	1.00	1.00	1.00	78,166
Community Services Officer	1.00	1.00	1.00	1.00	77,854
* Balance of Position in Program 602					
** 1.0 FTE Changed from Temporary in FY 15					
TOTAL	7.50	8.50	8.50	9.50	\$ 736,113

Temporary Personnel	Full-Time Equivalentents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Part-Time Police Clerk *	1.20	0.20	0.20	0.20	\$ 11,648
* 1.0 FTE Records Specialist to Permanent in FY 15					
TOTAL	1.20	0.20	0.20	0.20	\$ 11,648

**CITY OF CAMPBELL
 OPERATING BUDGET - Supplies & Services Summary
 PROGRAM : POLICE - RECORDS DIVISION**

**EXHIBIT C
 101.603**

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ -	\$ -	\$ -	\$ -
7421 Communications - Phones	-	-	-	-
7423 Clothing & Personal Expense	-	-	-	-
7424 Office Expense	15,876	15,472	16,000	16,000
7425 Minor Tools & Equipment	-	-	-	-
7427 Special Departmental Expense	11,400	15,926	19,000	19,000
7428 Maint of Buildings, Structures & Grounds	-	-	-	-
7429 Maintenance & Operation of Equipment	1,089	3,132	-	-
7430 Professional & Specialized Services	2,225	9,122	6,800	6,800
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	-	-	-	-
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	200	170	300	300
7435 Professional Development & Meetings	-	-	-	-
7437 Staff Development	50	-	-	-
7438 Other Charges	9,560	11,024	9,600	9,600
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	795	199	-	-
7551 User Charges - IT Pool	82,863	97,036	108,847	113,994
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ 124,058	\$ 152,081	\$ 160,547	\$ 165,694

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Detail
PROGRAM : POLICE - RECORDS DIVISION

EXHIBIT C-1
101.603

Description	FY 2017 Requested
<u>7424 Office Expense</u>	
Departmental Office Supplies	\$ 16,000
<u>7427 Special Departmental Expense</u>	
Parking Citation Hand Held Ticketing Device - Paper and Supplies	1,600
Automated Fingerprint Identification System (AFIS) Supplies	500
Evidence Equipment & Supplies	2,000
Gun/Drug Disposal	500
Miscellaneous Equipment/Supplies (Film, Forms, Etc. Re: Informal Bookings)	2,000
Moving / Warning Citations	3,500
Mug Shot Supplies (Ink & Paper)	1,000
Parking Enforcement Citations	1,100
Postage, Post Office Box Rental, Notices & Miscellaneous Supplies	800
Special Forms/Materials	3,000
Parking Citation Hand Held Ticketing Device	3,000
	19,000
<u>7430 Professional & Specialized Services</u>	
Crime Reports.Com (Public Engines)	1,200
Fingerprint Checks (Department of Justice & County Fee)	900
Livescan Applicant Fingerprinting	500
Parking Citation Web-Based Service (\$300/mo.)	3,600
Parking Ticket Hearing Official	600
	6,800
<u>7434 Memberships, Dues, Books</u>	
Dues	300
<u>7438 Other Charges</u>	
Water Service	1,300
Hazardous Material Pickup	1,400
Linen Service - Men's & Women's Locker Rooms	2,500
Shredding Service	4,400
	9,600
<u>7551 User Charges - IT Pool</u>	
Use of Computer Hardware/Software; Phones & Photocopier/Fax	113,994
TOTAL	\$ 165,694

CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : POLICE - SPECIAL ENFORCEMENT DIVISION

EXHIBIT A
101.604

Description	FY 2013 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 2,769,422	\$ 2,841,031	\$ 3,054,055	\$ 3,716,009
Supplies, Services & Capital Outlay (Exhibit C)	180,763	217,803	211,474	216,354
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	2,950,185	3,058,834	3,265,529	3,932,363
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 2,950,185	\$ 3,058,834	\$ 3,265,529	\$ 3,932,363

FUNDING SOURCE(S)				
Program Revenue	\$ 431,449	\$ 462,356	\$ 451,000	\$ 464,000
Transfers from Other Funds	-	78,506	92,500	54,500
Use of Reserves	-	-	-	-
Additional Fund Revenue	2,518,736	2,517,972	2,722,029	3,413,863
Funding Source Total	\$ 2,950,185	\$ 3,058,834	\$ 3,265,529	\$ 3,932,363

REVENUE DETAIL					
Description	Fund / Acct.				
Traffic Fines	4310/4320/4330	\$ 259,129	\$ 273,667	\$ 300,000	\$ 300,000
SCCSET Data Queries	4706	2,000	2,000	2,000	2,000
Special Events-Comm Group Sponsor	4630	65,487	46,151	37,000	50,000
Cost Recovery - Special Details	4704	7,838	15,406	14,000	14,000
Abandoned Vehicle Abatement	4582	79,842	102,942	80,000	80,000
Other Revenue	4965	1,442	6,698	-	-
DUI Cost Recovery	4698	15,711	15,491	18,000	18,000
* Moved from Program 601 in FY 14					
Program Revenue		\$ 431,449	\$ 462,356	\$ 451,000	\$ 464,000
Asset Forfeiture Funds	205	\$ -	\$ -	\$ 4,500	\$ 4,500
Anti-Drug Abuse Grant *	218	-	-	-	-
Federal Tobacco Pervention Grant		-	-	-	-
HIDTA Grant (SCCSET)	218	-	8,506	18,000	-
Emergency Management Performance Grant	218	-	-	-	-
Alcohol Beverage Control	212	-	-	-	-
AB 109 Public Safety Realignment Law	212	-	70,000	70,000	50,000
* SCCSET Overtime Reimbursement					
Transfers from Other Funds		\$ -	\$ 78,506	\$ 92,500	\$ 54,500
Use of Fund Reserves		\$ -	\$ -	\$ -	\$ -
Additional Fund Subsidy		\$ 2,518,736	\$ 2,517,972	\$ 2,722,029	\$ 3,413,863
TOTAL FUNDING SOURCES		\$ 2,950,185	\$ 3,058,834	\$ 3,265,529	\$ 3,932,363

CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : POLICE - SPECIAL ENFORCEMENT DIVISION

EXHIBIT B
101.604

Description	FY 2013 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 1,384,156	\$ 1,311,808	\$ 1,519,388	\$ 1,719,626
7002 Personnel - Temporary	100,647	118,880	114,715	168,795
7003 Personnel - Overtime	121,629	122,617	120,000	120,000
7005 Personnel - POST	72,417	77,463	84,628	101,701
7103 Personnel - Holiday Pay	66,861	66,304	71,357	82,375
Total Salaries	\$ 1,745,711	\$ 1,697,072	\$ 1,910,088	\$ 2,192,497
7104 Meal Allowance	-	-	-	-
7105 Uniform Allowance	\$ 13,395	\$ 11,889	\$ 12,295	\$ 14,855
7106 Retirement	620,764	635,286	744,964	1,028,137
7107 Dental Insurance	23,385	22,942	26,364	28,350
7108 Group Health Insurance	184,544	174,217	193,152	205,220
7109 Group Life Insurance	2,592	2,376	2,688	2,627
7110 Workers' Compensation Insurance	72,964	104,605	106,230	147,543
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	1,980	2,353	9,756	1,519
7113 Medicare	23,509	25,856	23,696	39,872
7114 Auto Allowance	-	-	-	-
7115 Cell Phone Allowance	-	-	-	-
7118 Other Benefits Pay	8,882	48,766	5,200	29,173
7120 Sick Leave Payout	6,555	13,426	-	-
7121 Leave Balance Payout	55,666	90,257	-	-
7122 Deferred Compensation Contribution	8,447	8,173	18,129	429
7124 VEBA Health Deferred Compensation	-	2,610	-	23,593
7126 PARS 457 Retirement	1,028	1,203	1,493	2,194
Total Benefits	\$ 1,023,711	\$ 1,143,960	\$ 1,143,967	\$ 1,523,512
Total Salary & Benefits	\$ 2,769,422	\$ 2,841,031	\$ 3,054,055	\$ 3,716,009

CITY OF CAMPBELL
OPERATING BUDGET - Personnel Allocation
PROGRAM : POLICE - SPECIAL ENFORCEMENT DIVISION

EXHIBIT B-1
101.604

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2013 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Police Captain	1.00	1.00	1.00	1.00	\$ 187,636
Police Sergeant	2.00	2.00	2.00	2.00	280,676
Police Agent	2.00	2.00	2.00	2.00	252,428
Police Officer	6.00	6.00	6.00	8.00	940,496
Community Services Officer *	1.75	1.75	1.75	0.75	58,390
* 1 FTE eliminated in FY17 - Added 1 FTE Temporary Public Safety Assistant					
TOTAL	12.75	12.75	12.75	13.75	\$ 1,719,626

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2013 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Public Safety Assistant	0.50	0.50	0.50	1.50	\$ 81,120
Crossing Guards	2.81	2.81	2.81	2.81	87,675
TOTAL	3.31	3.31	3.31	4.31	\$ 168,795

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : POLICE - SPECIAL ENFORCEMENT DIVISION

EXHIBIT C
101.604

Description	FY 2013 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ -	\$ -	\$ -	\$ -
7421 Communications - Phones	-	-	-	-
7423 Clothing & Personal Expense	3,170	7,238	5,500	5,500
7424 Office Expense	615	1,606	1,500	1,500
7425 Minor Tools & Equipment	-	-	-	-
7427 Special Departmental Expense	29,893	24,310	16,500	27,800
7428 Maint. of Buildings, Structures & Grounds	-	-	-	-
7429 Maintenance & Operation of Equipment	862	3,569	4,050	4,050
7430 Professional & Specialized Services	30,670	61,477	56,400	50,000
7431 Promotional Expense	13,552	2,726	-	-
7432 Other Contractual Services	-	-	-	-
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	354	1,869	1,750	1,750
7435 Professional Development & Meetings	-	-	-	-
7437 Staff Development	362	-	-	-
7438 Other Charges	2,254	4,180	4,000	4,000
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	35,666	36,624	38,539	34,582
7551 User Charges - IT Pool	63,365	74,203	83,235	87,172
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ 180,763	\$ 217,803	\$ 211,474	\$ 216,354

Description	FY 2017 Requested
<u>7423 Clothing & Personal Expense</u>	
Clothing & Badges - Explorer / PSA Uniforms	\$ 1,000
Crime Scene Response Team (CSRT) Uniforms	200
Crossing Guard Uniforms	1,000
ISU Shirts & Jackets	300
Miscellaneous Equipment	500
Motorcycle Officer Uniforms	1,500
SWAT Uniforms	1,000
	5,500
<u>7424 Office Expense</u>	
Office & Desk Supplies	1,500
<u>7427 Special Departmental Expense</u>	
Community Emergency Response Team (CERT) Equipment	10,000
Crime Scene Response Team (CSRT) Supplies -- Evidence Collection, Chemicals / MAIT	750
Crisis Negotiation Team (CNT) Supplies & Equipment (Moved from 605)	1,000
APBnet Computer Transmission Charges (Formerly Critical Reach)	550
Crossing Guard Supplies - Signs, Vests, Cones	200
Investigation Fund Resupply	1,000
Investigations Unit Anonymous Calling Cards/Cell Phone	200
Investigative Equipment - Flashlights, Recorders, Binoculars, Cameras	1,000
Safety Equipment - Holsters, Handcuffs, Pepper Spray	500
SWAT Replacement Equipment	5,000
Witness & Victim Expenses	500
GPS Tracker Fees	2,600
Ballistic Helmet Replacement * (one-time purchase)	4,500
	27,800
<u>7429 Maintenance & Operation of Equipment</u>	
Maintenance of Special Weapons & Tactics (SWAT) Equipment	300
Passive Alcohol Sensor (PAS) Device Calibration & Repair	1,000
Radar Trailer Repair	500
Radar Unit Calibration / Lidar Calibration / Vehicle Calibration	2,000
Recorders, Camera & Video Equipment	250
	4,050
* Asset Forfeiture Funds	
SUBTOTAL page 1	\$ 38,850

Description	FY 2017 Requested
<u>7430 Professional & Specialized Services</u>	
Investigative Software	\$ 2,500
Audio/Video Tape Transcription (Contracted)	1,500
Cell Phone Download Reader - Annual Subscription Fee	3,500
Comcast Cable	2,500
Computer Crime Investigations Internet Service Provider	1,500
Private Database Searches (CLEAR / TLO)	16,500
San Tomas Expressway - California Highway Patrol Contract	8,000
Sexual Assault Exams (Valley Medical Center)	12,000
Sketch Artist Fees	1,000
Search Warrant Fees (Cell/Tower)	1,000
	50,000
<u>7434 Memberships, Dues, Books</u>	
Books	250
Dues	1,500
	1,750
<u>7438 Other Charges</u>	
Transportation (Prisoner Transport Fees)	2,500
Tow Fees (Evidence / Investigation)	1,500
	4,000
<u>7550 User Charges - Motor Pool</u>	
Use of City Vehicles	34,582
<u>7551 User Charges - IT Pool</u>	
Use of Computer Hardware/Software; Phones & Photocopier/Fax	87,172
SUBTOTAL page 2	177,504
TOTAL Exhibit C-1	\$ 216,354

CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : POLICE - FIELD SERVICES

EXHIBIT A
101.605

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 6,181,017	\$ 6,150,575	\$ 7,104,001	\$ 7,492,302
Supplies, Services & Capital Outlay (Exhibit C)	793,233	818,832	855,769	940,172
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	6,974,250	6,969,407	7,959,770	8,432,474
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 6,974,250	\$ 6,969,407	\$ 7,959,770	\$ 8,432,474

FUNDING SOURCE(s)				
Program Revenue	\$ 7,045	\$ -	\$ 100,000	\$ 100,000
Transfers from Other Funds	119,824	87,760	78,000	79,000
Use of Reserves	-	-	-	-
Additional Fund Revenue	6,847,381	6,881,648	7,781,770	8,253,474
Funding Source Total	\$ 6,974,250	\$ 6,969,407	\$ 7,959,770	\$ 8,432,474

REVENUE DETAIL					
Description	Fund / Acct.				
Supplemental Law Enforcement Grant	4526	\$ -	\$ -	\$ 100,000	\$ 100,000
Other Revenue	4965	2,945	-	-	-
Code Enforcement Fines	4371	4,100	-	-	-
Program Revenue		\$ 7,045	\$ -	\$ 100,000	\$ 100,000
Asset Forfeiture Fund	205	\$ 6,988	\$ 13,600	\$ 4,000	\$ 4,000
Federal Grant (Bulletproof Vest Reimb)	218	5,945	4,040	4,000	5,000
Association of Bay Area Governments	212	-	120	-	-
Community Facilities District #1	236	106,891	70,000	70,000	70,000
Transfers from Other Funds		\$ 119,824	\$ 87,760	\$ 78,000	\$ 79,000
General Fund - CIPR		-	-	-	-
Use of Fund Reserves		\$ -	\$ -	\$ -	\$ -
Additional Fund Subsidy		\$ 6,847,381	\$ 6,881,648	\$ 7,781,770	\$ 8,253,474
TOTAL FUNDING SOURCES		\$ 6,974,250	\$ 6,969,407	\$ 7,959,770	\$ 8,432,474

CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : POLICE - FIELD SERVICES

EXHIBIT B
101.605

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 3,275,483	\$ 3,213,896	\$ 3,694,160	\$ 3,853,318
7002 Personnel - Temporary	6,604	-	-	-
7003 Personnel - Overtime	212,317	268,325	240,000	240,000
7005 Personnel - POST	170,348	172,577	182,637	181,598
7103 Personnel - Holiday Pay	170,254	168,012	188,732	197,103
Total Salaries	\$ 3,835,006	\$ 3,822,809	\$ 4,305,529	\$ 4,472,019
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	33,099	34,472	33,232	34,332
7106 Retirement	1,449,368	1,349,277	1,829,038	1,994,396
7107 Dental Insurance	52,244	54,240	64,896	64,800
7108 Group Health Insurance	425,790	421,526	476,478	474,528
7109 Group Life Insurance	5,588	5,480	6,336	6,082
7110 Workers' Compensation Insurance	169,644	237,361	253,901	301,994
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	1,443	4,250	23,664	2,284
7113 Medicare	58,900	58,271	53,572	62,113
7114 Auto Allowance	-	-	-	-
7115 Cell Phone Allowance	361	311	360	360
7118 Other Benefits Pay	18,105	44,485	10,400	22,834
7120 Sick Leave Payout	4,218	(99)	-	-
7121 Leave Balance Payout	110,609	92,788	-	-
7122 Deferred Compensation Contribution	16,643	18,336	46,595	1,030
7124 VEBA Health Deferred Compensation	-	7,068	-	55,530
7126 PARS 457 Retirement	-	-	-	-
Total Benefits	\$ 2,346,011	\$ 2,327,766	\$ 2,798,472	\$ 3,020,283
Total Salary & Benefits	\$ 6,181,017	\$ 6,150,575	\$ 7,104,001	\$ 7,492,302

CITY OF CAMPBELL
OPERATING BUDGET - Personnel Allocation
PROGRAM : POLICE - FIELD SERVICES

EXHIBIT B-1
101.605

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Police Captain	1.00	1.00	1.00	1.00	\$ 187,636
Police Sergeant	5.00	5.00	5.00	5.00	701,690
Police Agent	4.00	4.00	4.00	4.00	504,856
Police Officer	20.00	20.00	20.00	20.00	2,318,998
Community Services Officer	1.80	1.80	1.80	1.80	140,138
TOTAL	31.80	31.80	31.80	31.80	\$ 3,853,318

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
TOTAL	-	-	-	-	\$ -

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : POLICE - FIELD SERVICES

EXHIBIT C
101.605

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ -	\$ -	\$ -	\$ -
7421 Communications - Phones	-	-	-	-
7423 Clothing & Personal Expense	9,671	9,824	9,000	9,600
7424 Office Expense	1,141	1,179	1,200	1,200
7425 Minor Tools & Equipment	-	-	-	-
7427 Special Departmental Expense	109,100	95,299	112,150	99,150
7428 Maint. of Buildings, Structures & Grounds	-	-	-	-
7429 Maintenance & Operation of Equipment	3,718	3,754	5,000	5,000
7430 Professional & Specialized Services	25,145	31,518	29,000	30,000
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	274,249	284,535	279,052	279,052
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	435	973	1,000	1,000
7435 Professional Development & Meetings	-	-	-	-
7437 Staff Development	279	-	-	-
7438 Other Charges	185	459	1,000	1,000
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	286,446	294,254	309,520	400,176
7551 User Charges - IT Pool	82,863	97,036	108,847	113,994
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ 793,233	\$ 818,832	\$ 855,769	\$ 940,172

Description	FY 2017 Requested
<u>7423 Clothing & Personal Expense</u>	
Badge Replacement	\$ 800
Cleaning (Reserves, PSA's, and Explorer Uniforms)	1,500
Name Tags and Cap Pieces	500
Officer Rain Gear	1,500
Public Safety Assistant (PSA) Uniforms	500
Reserve Uniforms & Safety Equipment	2,400
Special Duty Uniforms	1,800
Uniform Repair/Replacement	600
	9,600
<u>7424 Office Expense</u>	
Office Supplies	1,200
<u>7427 Special Departmental Expense</u>	
Patrol Supplies:	
Batteries	1,800
Bio-Hazard Supplies	1,000
Cones / Flares	500
First Aid Supplies / AED Supplies	4,000
Flashlights	1,000
Replacement Sirens, Light Bars, Control Boxes	6,500
Safety & Leather Gear	1,000
Vehicle Beat Pack Supplies	1,300
Evidence Supplies:	
Barrier Tape	500
Digital Cameras	1,000
Digital Voice Recorders	1,000
Photo Storage Medium	1,000
Fingerprint Supplies	500
Narcotic Kits	1,000
Firearms Supplies:	
Ammunition	48,000
Range Supplies (Cleaning Solution/Targets/Ear & Eye Protection)	3,000
Subtotal	73,100
* Asset Forfeiture Funds	
SUBTOTAL page 1	\$ 83,900

Description	FY 2017 Requested
<u>7427 Special Departmental Expense (Continued)</u>	
Other Supplies:	
AR-15 Rifles/Shotgun Replacement / Repairs *	\$ 4,000
Bulletproof Vests (50% Reimbursed by Federal Government)	10,000
Chemical Agents	1,000
Division Meetings	750
Emergency Preparedness Equipment & Supplies	1,000
Memory Flash Cards for In-Car Video Recorders (State Law AB-820, Chapter 264)	800
Taser Cartridges	1,000
Taser Weapons Repairs	2,000
Vehicle Stripes	3,000
Vie Vu Repair	500
Microphones for Digital Radios (Traffic Motorcycles)	2,000
Subtotal	26,050
Account Total	99,150
<u>7429 Maintenance & Operation of Equipment</u>	
Fire Extinguisher Service	500
In-Car Video Repair (Preventive & Repair)	500
Miscellaneous Repairs	500
Repairs for Damages to Citizen Property	1,000
Weapons Repair / Maintenance	2,500
	5,000
<u>7430 Professional & Specialized Services</u>	
Alcohol Blood, Breath and Urine Tests	16,000
Emergency Clean-Up / Call Outs	3,000
Pistol Range Use	5,000
Mobile EOC Costs (Satellite Phone / TV / Internet)	4,000
Online Scheduler	1,000
Range Storage - Alarm & Electricity Fees	1,000
	30,000
<u>7432 Other Contractual Services</u>	
Silicon Valley Animal Control Authority Services (Shelter & Field Services)	279,052
* Asset Forfeiture Funds	
SUBTOTAL page 2	\$ 340,102

Description	FY 2017 Requested
7434 <u>Memberships, Dues, Books</u> Books, Dues & Subscriptions	\$ 1,000
7438 <u>Other Charges</u> Towing, PD Vehicle Malfunctions / Mobile Emergency Response Group & Equipment (MERGE) Course Rental	1,000
7550 <u>User Charges - Motor Pool</u> Use of Vehicles	400,176
7551 <u>User Charges - IT Pool</u> Use of Computer Hardware/Software; Phones & Photocopier/Fax	113,994
SUBTOTAL page 3	516,170
TOTAL Exhibit C-1	\$ 940,172

**CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : FIRE PROTECTION SERVICES**

**EXHIBIT A
101.610**

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ -	\$ -	\$ -	\$ -
Supplies, Services & Capital Outlay (Exhibit C)	6,742,534	7,096,862	7,515,180	7,815,787
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	6,742,534	7,096,862	7,515,180	7,815,787
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 6,742,534	\$ 7,096,862	\$ 7,515,180	\$ 7,815,787

FUNDING SOURCE(s)				
Program Revenue	\$ 127,762	\$ 114,601	\$ 205,000	\$ 205,000
Transfers from Other Funds	35,000	70,000	70,000	70,000
Use of Reserves	-	-	-	-
Additional Fund Revenue	6,579,772	6,912,261	7,240,180	7,540,787
Funding Source Total	\$ 6,742,534	\$ 7,096,862	\$ 7,515,180	\$ 7,815,787

REVENUE DETAIL					
Description	Fund / Acct.				
Fire Permits	4241	\$ 127,762	\$ 114,601	\$ 75,000	\$ 75,000
Hazardous Waste Cleanup	4692	-	-	130,000	130,000
Program Revenue		\$ 127,762	\$ 114,601	\$ 205,000	\$ 205,000
Community Facilities District #1	236	\$ 35,000	\$ 70,000	\$ 70,000	\$ 70,000
Transfers from Other Funds		\$ 35,000	\$ 70,000	\$ 70,000	\$ 70,000
Use of Fund Reserves		\$ -	\$ -	\$ -	\$ -
Additional Fund Subsidy		\$ 6,579,772	\$ 6,912,261	\$ 7,240,180	\$ 7,540,787
TOTAL FUNDING SOURCES		\$ 6,742,534	\$ 7,096,862	\$ 7,515,180	\$ 7,815,787

**CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : FIRE PROTECTION SERVICES**

**EXHIBIT C
101.610**

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ -	\$ -	\$ -	\$ -
7421 Communications - Phones	-	-	-	-
7423 Clothing & Personal Expense	-	-	-	-
7424 Office Expense	-	-	-	-
7425 Minor Tools & Equipment	-	-	-	-
7427 Special Departmental Expense	-	-	-	-
7428 Maint of Buildings, Structures & Grounds	-	-	-	-
7429 Maintenance & Operation of Equipment	-	-	-	-
7430 Professional & Specialized Services	-	-	-	-
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	6,742,534	7,096,862	7,515,180	7,815,787
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	-	-	-	-
7435 Professional Development & Meetings	-	-	-	-
7437 Staff Development	-	-	-	-
7438 Other Charges	-	-	-	-
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	-	-	-	-
7551 User Charges - IT Pool	-	-	-	-
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ 6,742,534	\$ 7,096,862	\$ 7,515,180	\$ 7,815,787

**CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : PUBLIC WORKS - ADMINISTRATION**

**EXHIBIT A
101.701**

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 459,109	\$ 520,538	\$ 573,187	\$ 675,423
Supplies, Services & Capital Outlay (Exhibit C)	54,260	87,015	86,672	99,094
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	513,369	607,553	659,859	774,517
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 513,369	\$ 607,553	\$ 659,859	\$ 774,517

FUNDING SOURCE(s)				
Program Revenue	\$ 169,183	\$ 193,225	\$ 180,000	\$ 180,000
Transfers from Other Funds	142,800	142,800	142,800	142,800
Use of Reserves	-	-	47,000	124,000
Additional Fund Revenue	201,386	271,528	290,059	327,717
Funding Source Total	\$ 513,369	\$ 607,553	\$ 659,859	\$ 774,517

REVENUE DETAIL					
Description	Fund / Acct.				
Franchise - San Jose Water	4124	\$ 169,183	\$ 193,225	\$ 180,000	\$ 180,000
Tree in Lieu Fee	4971	-	-	-	-
Program Revenue		\$ 169,183	\$ 193,225	\$ 180,000	\$ 180,000
Lighting & Landscaping District	207	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Environmental Programs	209	132,800	132,800	132,800	132,800
Transfers from Other Funds		\$ 142,800	\$ 142,800	\$ 142,800	\$ 142,800
Beginning Fund Balance - CIPR		\$ -	\$ -	\$ 20,000	\$ 30,000
CIPR - Limited Term Position		-	-	27,000	44,000
Council Priorities Reserve		-	-	-	50,000
Use of Fund Reserves		\$ -	\$ -	\$ 47,000	\$ 124,000
Additional Fund Subsidy		\$ 201,386	\$ 271,528	\$ 290,059	\$ 327,717
TOTAL FUNDING SOURCES		\$ 513,369	\$ 607,553	\$ 659,859	\$ 774,517

**CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : PUBLIC WORKS - ADMINISTRATION**

**EXHIBIT B
101.701**

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 295,497	\$ 318,475	\$ 365,683	\$ 396,891
7002 Personnel - Temporary	47,836	75,170	64,858	124,858
7003 Personnel - Overtime	23	907	500	500
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 343,355	\$ 394,552	\$ 431,041	\$ 522,249
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	-	-	-	-
7106 Retirement	49,011	56,712	69,347	75,266
7107 Dental Insurance	5,766	5,913	6,490	6,683
7108 Group Health Insurance	41,472	42,679	47,470	47,883
7109 Group Life Insurance	558	558	614	614
7110 Workers' Compensation Insurance	1,163	1,866	2,976	3,405
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	1,974	2,018	2,582	2,649
7113 Medicare	5,092	5,725	6,244	8,671
7114 Auto Allowance	1,423	1,306	1,320	2,640
7115 Cell Phone Allowance	722	694	360	360
7118 Other Benefits Pay	4,922	4,629	-	-
7120 Sick Leave Payout	-	-	-	-
7121 Leave Balance Payout	-	-	-	-
7122 Deferred Compensation Contribution	3,650	3,624	3,900	2,990
7124 Veba Health Deferred Compensation	-	26	-	1,040
7126 PARS 457 Retirement	2	237	843	973
Total Benefits	\$ 115,754	\$ 125,986	\$ 142,146	\$ 153,174
Total Salary & Benefits	\$ 459,109	\$ 520,538	\$ 573,187	\$ 675,423

**CITY OF CAMPBELL
OPERATING BUDGET - Personnel Allocation
PROGRAM : PUBLIC WORKS - ADMINISTRATION**

**EXHIBIT B-1
101.701**

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Public Works Director	1.00	1.00	1.00	1.00	\$ 203,249
Executive Assistant	1.00	1.00	1.00	1.00	85,572
Office Assistant	1.00	1.00	1.00	-	
Office Specialist *	-	-	-	1.00	76,732
Administrative Analyst I **	-	-	0.20	0.30	31,338
*Office Assistant Reclassed to Office Specialist in Sept 2015					
** Balance in 510 & 524 2-Year Limited Term					
TOTAL	3.00	3.00	3.20	3.30	\$ 396,891

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Executive Project Manager	0.40	0.40	0.40	0.40	\$ 49,858
Management Intern *	-	0.60	0.50	0.80	25,000
Transportation Specialist **	-	-	-	0.50	50,000
* 1 year term (Extended)					
** Funded by Council Priorities Reserve					
TOTAL	0.40	1.00	0.90	1.70	\$ 124,858

**CITY OF CAMPBELL
 OPERATING BUDGET - Supplies & Services Summary
 PROGRAM : PUBLIC WORKS - ADMINISTRATION**

**EXHIBIT C
 101.701**

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ -	\$ -	\$ -	\$ -
7421 Communications - Phones	1,357	1,423	1,100	1,100
7423 Clothing & Personal Expense	-	-	-	-
7424 Office Expense	3,308	4,359	4,000	4,000
7425 Minor Tools & Equipment	-	-	-	-
7427 Special Departmental Expense	3,043	3,686	3,600	3,600
7428 Maint of Buildings, Structures & Grounds	-	-	-	-
7429 Maintenance & Operation of Equipment	2,203	2,158	2,000	2,000
7430 Professional & Specialized Services	-	22,802	20,000	30,000
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	-	-	-	-
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	261	432	750	750
7435 Professional Development & Meetings	4,894	6,491	4,000	4,000
7437 Staff Development	190	-	-	-
7438 Other Charges	-	-	-	-
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	10	-	-	-
7551 User Charges - IT Pool	38,994	45,664	51,222	53,644
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ 54,260	\$ 87,015	\$ 86,672	\$ 99,094

Description	FY 2017 Requested
<u>7421</u> Communications - Phones Monthly Fees - Cellular Telephones	\$ 1,100
<u>7424</u> Office Expense Office Supplies	4,000
<u>7427</u> Special Departmental Expense Departmental Employee Recognition Drafting Materials, Special Events, Special Equipment, Etc.	1,100 2,500 3,600
<u>7429</u> Maintenance & Operation of Equipment Engineering Copier	2,000
<u>7430</u> Professional & Specialized Services Consultant Services *	30,000
<u>7434</u> Memberships, Dues, Books Books, Dues & Subscriptions	750
<u>7435</u> Professional Development & Meetings Professional Development & Meetings	4,000
<u>7551</u> User Charges - IT Pool Use of Computer Hardware/Software; Phones & Photocopier/Fax	53,644
TOTAL	\$ 99,094

* Funded from CIPR

CITY OF CAMPBELL
 OPERATING BUDGET - Summary of Exhibits
 PROGRAM : PUBLIC WORKS - ENVIRONMENTAL SERVICES

EXHIBIT A
 209.715

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ -	\$ -	\$ -	\$ -
Supplies, Services & Capital Outlay (Exhibit C)	-	49	-	-
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	-	49	-	-
Transfers Out (Exhibit E)	1,193,277	1,306,754	1,411,778	1,398,677
Appropriation Total	\$ 1,193,277	\$ 1,306,803	\$ 1,411,778	\$ 1,398,677

FUNDING SOURCE(s)				
Program Revenue	\$ 746,360	\$ 837,180	\$ 841,307	\$ 848,363
Transfers from Other Funds 101	511,940	521,500	511,500	511,500
Use of Reserves	11,724	32,476	58,971	38,814
Additional Fund Revenue	-	-	-	-
Funding Source Total	\$ 1,270,024	\$ 1,391,156	\$ 1,411,778	\$ 1,398,677

REVENUE DETAIL					
Description	Fund/Acct.				
Storm Water Fees - WV Sanitation	4720	\$ 381,978	\$ 382,383	\$ 387,700	\$ 379,400
Storm Drain Fees	4721	30,105	11,245	15,000	15,000
AB939 Recycling - Santa Clara County	4922	48,254	66,537	44,000	49,356
Solid Waste - Beverage Container Grant	4533	10,848	(10,848)	-	-
Storm Drain Fee Interest	4410	1,847	-	-	-
Solid Waste Fees	4724	215,484	214,335	221,078	231,078
Solid Waste Revenue (10 Yr Contract)	4724	57,844	173,529	173,529	173,529
Program Revenue		\$ 746,360	\$ 837,180	\$ 841,307	\$ 848,363
General Fund - Transfers-In		\$ 511,940	\$ 521,500	\$ 511,500	\$ 511,500
Transfers from Other Funds		\$ 511,940	\$ 521,500	\$ 511,500	\$ 511,500
Solid Waste - Beginning Fund Balance		\$ -	\$ -	\$ (15,529)	\$ (25,893)
Storm Water - Beginning Fund Balance		11,724	32,476	74,500	64,707
Storm Drain - Beginning Fund Balance		-	-	-	-
Use of Fund Reserves		\$ 11,724	\$ 32,476	\$ 58,971	\$ 38,814
Additional Fund Subsidy		\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES		\$ 1,270,024	\$ 1,391,156	\$ 1,411,778	\$ 1,398,677

**CITY OF CAMPBELL
 OPERATING BUDGET - TRANSFERS OUT
 PROGRAM : PUBLIC WORKS - ENVIRONMENTAL SERVICES**

**EXHIBIT E
 209.715**

Description	FY 2016 Adopted	FY 2017 Requested
Solid Waste:		
City Manager Administration - #101.510	\$ 12,500	\$ 12,500
Public Works Department Administration - #101.701	102,000	102,000
Public Works - Engineering (Street Maintenance) - #101.730	60,000	60,000
Public Works - Land Development / Environmental - #101.740	180,578	205,570
Public Works - Street Maintenance - #204.760	436,000	416,000
Public Works - Maintenance Administration - #101.745	57,500	57,500
Public Works - Parks Maintenance - #207.775	45,000	45,000
Public Works - Building Maintenance - #101.780	15,000	15,000
Finance Department - Accounting - #101.535	26,000	26,000
	934,578	939,570
Storm Water:		
Public Works Department Administration - #101.701	30,800	30,800
Public Works - Engineering - #101.730	25,000	25,000
Public Works Land Development / Environmental - #101.740	374,400	356,307
Public Works - Street Maintenance - #204.760	22,000	22,000
City Manager - Administration - #101.510	5,000	5,000
Finance Department - Accounting - #101.535	5,000	5,000
	462,200	444,107
Storm Drain Fees:		
Public Works Engineering - #101.730	15,000	15,000
TOTAL	\$ 1,411,778	\$ 1,398,677

CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : PUBLIC WORKS - TRANSPORTATION ENGINEERING

EXHIBIT A
101.720

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 229,155	\$ 282,725	\$ 291,752	\$ 308,190
Supplies, Services & Capital Outlay (Exhibit C)	25,430	39,825	84,661	85,872
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	254,585	322,550	376,413	394,062
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 254,585	\$ 322,550	\$ 376,413	\$ 394,062

FUNDING SOURCE(s)				
Program Revenue	\$ 8,808	\$ 39,843	\$ 31,500	\$ 36,500
Transfers from Other Funds	163,362	26,580	25,000	25,000
Use of Reserves	-	-	70,000	35,000
Additional Fund Revenue	82,415	256,127	249,913	297,562
Funding Source Total	\$ 254,585	\$ 322,550	\$ 376,413	\$ 394,062

REVENUE DETAIL					
Description	Fund/Acct.				
Truck Permits	4271	\$ 1,472	\$ 1,152	\$ 500	\$ 500
Transit Shelter Advertising	4544	7,236	5,071	6,000	6,000
Traffic Engineering Services	4728	100	-	-	-
Cost Recovery	4701	-	-	-	-
Project Overhead Offset *	4725	-	33,620	25,000	30,000
Program Revenue		\$ 8,808	\$ 39,843	\$ 31,500	\$ 36,500
Gas Tax Fund	204	\$ 163,362	\$ 26,580	\$ 25,000	\$ 25,000
Transfers from Other Funds		\$ 163,362	\$ 26,580	\$ 25,000	\$ 25,000
Construction Tax Reserve		\$ -	\$ -	\$ 35,000	\$ -
Beginning Fund Balance - CIPR		-	-	35,000	35,000
Use of Fund Reserves		\$ -	\$ -	\$ 70,000	\$ 35,000
Additional Fund Subsidy		\$ 82,415	\$ 256,127	\$ 249,913	\$ 297,562
TOTAL FUNDING SOURCES		\$ 254,585	\$ 322,550	\$ 376,413	\$ 394,062

**CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : PUBLIC WORKS - TRANSPORTATION ENGINEERING**

**EXHIBIT B
101.720**

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 131,782	\$ 135,547	\$ 199,648	\$ 209,716
7002 Personnel - Temporary	43,183	84,127	15,600	15,600
7003 Personnel - Overtime	-	-	500	500
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 174,965	\$ 219,674	\$ 215,748	\$ 225,816
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	-	-	75	150
7106 Retirement	22,276	24,534	37,861	39,770
7107 Dental Insurance	1,860	1,971	4,056	4,050
7108 Group Health Insurance	13,511	13,908	22,122	22,125
7109 Group Life Insurance	186	186	384	279
7110 Workers' Compensation Insurance	1,654	2,633	3,468	5,306
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	792	807	1,704	1,337
7113 Medicare	2,741	3,457	3,121	4,278
7114 Auto Allowance	963	949	960	1,920
7115 Cell Phone Allowance	361	347	360	360
7118 Other Benefits Pay	5,046	6,929	-	-
7120 Sick Leave Payout	-	-	-	-
7121 Leave Balance Payout	3,294	5,204	-	-
7122 Deferred Compensation Contribution	1,043	1,017	1,690	650
7124 VEBA Health Deferred Compensation	-	26	-	1,040
7126 PARS 457 Retirement	462	1,082	203	1,109
Total Benefits	\$ 54,190	\$ 63,051	\$ 76,004	\$ 82,374
Total Salary & Benefits	\$ 229,155	\$ 282,725	\$ 291,752	\$ 308,190

**CITY OF CAMPBELL
 OPERATING BUDGET - Personnel Allocation
 PROGRAM : PUBLIC WORKS - TRANSPORTATION ENGINEERING**

**EXHIBIT B-1
 101.720**

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Traffic Engineer	1.00	1.00	1.00	1.00	\$ 150,260
Assistant Engineer *	0.50	-	0.50	0.50	59,456
* FY 15 Moved to Program 740 with Temp Backfill. New Position FY 16					
TOTAL	1.50	1.00	1.50	1.50	\$ 209,716

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Traffic Engineering Assistant (Intern)	0.25	0.50	0.50	0.50	\$ 15,600
Project Engineer	-	0.50	-	-	-
TOTAL	0.25	1.00	0.50	0.50	\$ 15,600

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : PUBLIC WORKS - TRANSPORTATION ENGINEERING

EXHIBIT C
101.720

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ -	\$ -	\$ -	\$ -
7421 Communications - Phones	-	-	-	-
7423 Clothing & Personal Expense	-	-	-	-
7424 Office Expense	-	-	-	-
7425 Minor Tools & Equipment	-	-	-	-
7427 Special Departmental Expense	-	-	10,500	10,500
7428 Maintenance of Buildings, Structures & Ground	-	-	-	-
7429 Maintenance & Operation of Equipment	215	-	7,500	7,500
7430 Professional & Specialized Services	5,000	16,472	35,000	35,000
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	-	-	-	-
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	718	514	1,050	1,050
7435 Professional Development & Meetings	-	-	-	-
7437 Staff Development	-	-	-	-
7438 Other Charges	-	-	-	-
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	-	7	-	-
7551 User Charges - IT Pool	19,497	22,832	30,611	31,822
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ 25,430	\$ 39,825	\$ 84,661	\$ 85,872

**CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : PUBLIC WORKS - ENGINEERING**

**EXHIBIT A
101.730**

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 1,182,172	\$ 962,178	\$ 862,709	\$ 1,095,419
Supplies, Services & Capital Outlay (Exhibit C)	55,879	65,372	82,672	83,748
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	1,238,051	1,027,551	945,381	1,179,167
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 1,238,051	\$ 1,027,551	\$ 945,381	\$ 1,179,167

FUNDING SOURCE(s)				
Program Revenue	\$ 461,158	\$ 592,994	\$ 253,000	\$ 353,000
Transfers from Other Funds 209	198,660	100,000	100,000	100,000
Use of Reserves	-	-	-	165,000
Additional Fund Revenue	578,233	334,557	592,381	561,167
Funding Source Total	\$ 1,238,051	\$ 1,027,551	\$ 945,381	\$ 1,179,167

REVENUE DETAIL					
Description	Fund/Acct.				
Project Overhead Offset	4725	\$ 427,588	\$ 586,279	\$ 250,000	\$ 350,000
Sale of Maps / Publications	4760	4,188	1,390	1,000	1,000
Notice of Improvement Obligation	4924	4,374	5,325	2,000	2,000
Cost Recovery (Other Agency)	4701	25,008	-	-	-
Program Revenue		\$ 461,158	\$ 592,994	\$ 253,000	\$ 353,000
Lighting & Landscaping District	207	\$ 30,000	\$ -	\$ -	\$ -
Environmental Programs	209	100,000	100,000	100,000	100,000
Gas Tax Fund	204	68,660	-	-	-
VTA Project Readiness	212	-	-	-	-
Transfers from Other Funds		\$ 198,660	\$ 100,000	\$ 100,000	\$ 100,000
CIPR - Limited Term Position		\$ -	\$ -	\$ -	\$ 165,000
Use of Fund Reserves		\$ -	\$ -	\$ -	\$ 165,000
Additional Fund Subsidy		\$ 578,233	\$ 334,557	\$ 592,381	\$ 561,167
TOTAL FUNDING SOURCES		\$ 1,238,051	\$ 1,027,551	\$ 945,381	\$ 1,179,167

**CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : PUBLIC WORKS - ENGINEERING**

**EXHIBIT B
101.730**

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 778,313	\$ 625,210	\$ 577,209	\$ 726,431
7002 Personnel - Temporary	81,109	70,795	65,080	90,080
7003 Personnel - Overtime	259	4,964	3,000	3,000
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 859,681	\$ 700,969	\$ 645,289	\$ 819,511
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	557	600	450	600
7106 Retirement	127,987	110,314	109,463	137,761
7107 Dental Insurance	12,364	10,330	9,126	11,138
7108 Group Health Insurance	88,850	71,276	65,916	79,695
7109 Group Life Insurance	1,221	975	864	1,023
7110 Workers' Compensation Insurance	9,136	11,823	10,347	18,408
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	4,461	3,523	3,654	4,374
7113 Medicare	13,935	10,948	9,314	12,376
7114 Auto Allowance	2,710	1,635	1,440	2,880
7115 Cell Phone Allowance	722	600	540	540
7118 Other Benefits Pay	8,055	15,629	-	-
7120 Sick Leave Payout	7,104	6,196	-	-
7121 Leave Balance Payout	36,520	10,600	-	-
7122 Deferred Compensation Contribution	7,815	6,295	5,460	3,900
7124 VEBA Health Deferred Compensation	-	39	-	1,560
7126 PARS 457 Retirement	1,054	425	846	1,653
Total Benefits	\$ 322,491	\$ 261,209	\$ 217,420	\$ 275,908
Total Salary & Benefits	\$ 1,182,172	\$ 962,178	\$ 862,709	\$ 1,095,419

**CITY OF CAMPBELL
 OPERATING BUDGET - Personnel Allocation
 PROGRAM : PUBLIC WORKS - ENGINEERING**

**EXHIBIT B-1
 101.730**

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
City Engineer *	1.00	0.50	0.50	0.50	\$ 85,103
Senior Civil Engineer	2.00	1.00	1.00	1.00	145,580
Assistant Engineer	1.00	2.00	2.00	1.00	118,914
Senior Public Works Inspector	1.00	1.00	1.00	1.00	123,718
Public Works Inspector	1.00	-	-	-	-
Associate Engineer **	-	-	-	1.00	134,202
Assistant Engineer ***	-	-	-	1.00	118,914
* 0.50 FTE moved to 740 in FY15					
** Reclassed from Assistant Engineer					
*** 2-year term limited position					
TOTAL	6.00	4.50	4.50	5.50	\$ 726,431

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Engineering Assistant (Intern)	0.50	0.50	0.50	0.50	\$ 15,080
Project Engineer	1.00	1.00	0.50	0.75	75,000
TOTAL	1.50	1.50	1.00	1.25	\$ 90,080

**CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : PUBLIC WORKS - ENGINEERING**

**EXHIBIT C
101.730**

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ -	\$ -	\$ -	\$ -
7421 Communications - Phones	-	-	-	-
7423 Clothing & Personal Expense	-	-	250	250
7424 Office Expense	-	-	-	-
7425 Minor Tools & Equipment	-	-	1,500	1,500
7427 Special Departmental Expense	-	-	200	200
7428 Maintenance of Buildings, Structures & Ground	-	-	-	-
7429 Maintenance & Operation of Equipment	-	-	-	-
7430 Professional & Specialized Services	-	-	2,000	5,000
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	-	-	-	-
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	1,713	1,571	2,050	2,050
7435 Professional Development & Meetings	272	2,807	9,350	6,300
7437 Staff Development	-	-	-	-
7438 Other Charges	-	-	-	-
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	14,900	15,331	16,100	14,804
7551 User Charges - IT Pool	38,994	45,664	51,222	53,644
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ 55,879	\$ 65,372	\$ 82,672	\$ 83,748

Description	FY 2017 Requested
7423 <u>Clothing & Personal Expense</u> Safety Clothing and Damaged Clothing Repair	\$ 250
7425 <u>Minor Tools & Equipment</u> Survey Equipment	1,500
7427 <u>Special Departmental Expense</u> Employee Recognition	200
7430 <u>Professional & Specialized Services</u> Supplemental Engineering & Storm Water Consultant Services (As Needed)	5,000
7434 <u>Memberships, Dues, Books</u> Books Dues Subscriptions	500 1,450 100 2,050
7435 <u>Professional Development & Meetings</u> APWA Monthly Meetings APWA Annual Conference League of Cities - PW Inst. Inspector Training Engineer Training Teleconferences	600 2,500 1,200 800 800 400 6,300
7550 <u>User Charges - Motor Pool</u> Use of City Vehicles	14,804
7551 <u>User Charges - IT Pool</u> Use of Computer Hardware/Software; Phones & Photocopier/Fax	53,644
TOTAL	\$ 83,748

CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : PUBLIC WORKS - LAND DEVELOPMENT

EXHIBIT A
101.740

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 182,775	\$ 542,265	\$ 664,331	\$ 679,649
Supplies, Services & Capital Outlay (Exhibit C)	435,231	403,639	545,351	541,173
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	618,006	945,904	1,209,682	1,220,822
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 618,006	\$ 945,904	\$ 1,209,682	\$ 1,220,822

FUNDING SOURCE(s)				
Program Revenue	\$ 2,020,851	\$ 2,254,929	\$ 1,902,000	\$ 2,150,000
Transfers from Other Funds 209	487,402	552,618	595,378	602,277
Use of Reserves	-	-	20,000	-
Additional Fund Revenue	-	-	-	-
Funding Source Total	\$ 2,508,253	\$ 2,807,547	\$ 2,517,378	\$ 2,752,277

REVENUE DETAIL					
Description	Fund/Acct.				
Franchise - Garbage	4123	\$ 1,696,744	\$ 1,816,356	\$ 1,602,000	\$ 1,800,000
Engineering & Subdivision Filing Fees	4722	324,107	438,574	300,000	350,000
Program Revenue		\$ 2,020,851	\$ 2,254,929	\$ 1,902,000	\$ 2,150,000
Environmental Services - Storm Water	209	\$ 307,902	\$ 334,376	\$ 374,400	\$ 356,307
Environmental Programs - Solid Waste	209	179,500	180,578	180,578	205,570
Community Facilities District #2	237	-	2,664	5,400	5,400
Lighting and Landscape District	207	-	35,000	35,000	35,000
Transfers from Other Funds		\$ 487,402	\$ 552,618	\$ 595,378	\$ 602,277
General Fund - CIPR		\$ -		\$ 20,000	\$ -
Use of Fund Reserves		\$ -	\$ -	\$ 20,000	\$ -
Additional Fund Subsidy		\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES		\$ 2,508,253	\$ 2,807,547	\$ 2,517,378	\$ 2,752,277

CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : PUBLIC WORKS - LAND DEVELOPMENT

EXHIBIT B
101.740

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 101,916	\$ 328,397	\$ 454,073	\$ 465,453
7002 Personnel - Temporary	34,527	75,269	40,080	35,080
7003 Personnel - Overtime	-	915	-	-
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 136,443	\$ 404,580	\$ 494,153	\$ 500,533
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	150	150	300	300
7106 Retirement	18,058	68,489	86,111	88,269
7107 Dental Insurance	1,844	5,393	7,098	7,088
7108 Group Health Insurance	13,467	38,637	51,288	51,075
7109 Group Life Insurance	184	493	672	651
7110 Workers' Compensation Insurance	1,387	5,484	7,960	13,523
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	589	1,844	2,922	2,916
7113 Medicare	2,214	6,079	7,166	7,258
7114 Auto Allowance	-	1,191	1,440	2,880
7115 Cell Phone Allowance	-	433	540	540
7118 Other Benefits Pay	-	6,096	-	-
7120 Sick Leave Payout	2,862	-	-	-
7121 Leave Balance Payout	3,946	-	-	-
7122 Deferred Compensation Contribution	1,299	3,197	4,160	2,600
7124 VEBA Health Deferred Compensation	-	39	-	1,560
7126 PARS 457 Retirement	333	159	521	456
Total Benefits	\$ 46,332	\$ 137,685	\$ 170,178	\$ 179,116
Total Salary & Benefits	\$ 182,775	\$ 542,265	\$ 664,331	\$ 679,649

CITY OF CAMPBELL
OPERATING BUDGET - Personnel Allocation
PROGRAM : PUBLIC WORKS - LAND DEVELOPMENT

EXHIBIT B-1
101.740

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Associate Civil Engineer *	1.00	-	-	-	\$ -
Senior Civil Engineer **	-	1.00	1.00	1.00	145,580
Assistant Engineer ***	0.50	1.00	1.00	1.00	118,914
City Engineer **	-	0.50	0.50	0.50	85,103
Public Works Inspector **	-	1.00	1.00	1.00	115,856
* Transferred 1.0 FTE Assoc Engineer to Program 730 in FY 15					
** Moved from Program 730					
*** Moved 0.50 FTE from Prog 720 in FY 15					
TOTAL	1.50	3.50	3.50	3.50	\$ 465,453

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Engineering Assistant (Intern)	0.50	0.50	0.50	0.50	\$ 15,080
Project Engineer	-	-	0.25	0.20	20,000
TOTAL	0.50	0.50	0.75	0.70	\$ 35,080

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : PUBLIC WORKS - LAND DEVELOPMENT

EXHIBIT C
101.740

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ -	\$ -	\$ -	\$ -
7421 Communications - Phones	-	-	-	-
7423 Clothing & Personal Expense	-	-	200	200
7424 Office Expense	-	-	-	-
7425 Minor Tools & Equipment	-	-	-	-
7427 Special Departmental Expense	15,413	2,068	5,700	3,000
7428 Maintenance of Buildings, Structures & Grounds	-	-	-	-
7429 Maintenance & Operation of Equipment	-	-	-	-
7430 Professional & Specialized Services	374,814	345,150	465,563	463,970
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	30,275	39,268	48,915	48,915
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	115	758	1,435	1,435
7435 Professional Development & Meetings	-	-	3,900	3,900
7437 Staff Development	-	-	1,600	1,600
7438 Other Charges	-	-	-	-
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	4,866	4,979	5,232	4,742
7551 User Charges - IT Pool	9,749	11,416	12,806	13,411
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ 435,231	\$ 403,639	\$ 545,351	\$ 541,173

Description	FY 2017 Requested
7423 <u>Clothing & Personal Expense</u>	
Safety Clothing	\$ 200
7427 <u>Special Departmental Expense</u>	
Public Education Material	800
County Recorder Fees	1,000
County Recorder Map Update	1,000
Employee Recognition	200
	3,000
7430 <u>Professional & Specialized Services</u>	
Supplemental Land Development Engineering Services	60,000
West Valley Clean Water Program *	336,307
West Valley Solid Waste Management Authority *	47,163
LLA Management Services	11,500
CFD #2 Management Services	4,000
GIS Support Services	5,000
	463,970
7432 <u>Other Contractual Services</u>	
Household Hazardous Waste Supplemental Services *	23,915
Storm Drain Cleaning (West Valley Sanitation District) *	25,000
	48,915
7434 <u>Memberships, Dues, Books</u>	
Books & Subscriptions	500
Dues / Registration	935
	1,435
7435 <u>Professional Development & Meetings</u>	
Professional Development & Meetings	3,900
7437 <u>Staff Development</u>	
Staff Development	1,600
7550 <u>User Charges - Motor Pool</u>	
Use of City Vehicles	5,232
7551 <u>User Charges - IT Pool</u>	
Use of Computer Hardware/Software; Phones & Photocopier/Fax	13,411
* Funded by Environmental Services Program (715)	
TOTAL	\$ 541,663

CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : PUBLIC WORKS - COMMUNITY FACILITIES DISTRICT #2

EXHIBIT A
237.741

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ -	\$ -	\$ -	\$ -
Supplies, Services & Capital Outlay (Exhibit C)	-	168	-	-
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	-	168	-	-
Transfers Out (Exhibit E)	-	-	15,020	15,020
Appropriation Total	\$ -	\$ 168	\$ 15,020	\$ 15,020

FUNDING SOURCE(s)				
Program Revenue	\$ -	\$ 16,754	\$ 16,094	\$ 16,094
Transfers from Other Funds	-	-	-	-
Use of Reserves	-	(16,587)	(1,074)	(1,074)
Additional Fund Revenue	-	-	-	-
Funding Source Total	\$ -	\$ 168	\$ 15,020	\$ 15,020

REVENUE DETAIL				
Description	Fund/Acct.			
Community Facilities District #2	5005	\$ -	\$ 16,754	\$ 16,094
Assessment				
Program Revenue		\$ -	\$ 16,754	\$ 16,094
Transfers from Other Funds		\$ -	\$ -	\$ -
CFD #2 - Beginning Fund Balance		\$ -	\$ (16,587)	\$ (1,074)
Use of Fund Reserves		\$ -	\$ (16,587)	\$ (1,074)
Additional Fund Subsidy		\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES		\$ -	\$ 168	\$ 15,020

CITY OF CAMPBELL
 OPERATING BUDGET - TRANSFERS OUT
 PROGRAM : PUBLIC WORKS - COMMUNITY FACILITIES DISTRICT #2

EXHIBIT E
 237.741

Description	FY 2016 Adopted	FY 2017 Requested
<u>9899 Operating Transfers Out</u>		
CFD #2		
Public Works - Engineering - #101.730	\$ -	\$ -
Public Works Land Development / Environmental - #101.740	5,400	5,400
Public Works - Park Maintenance - #207.775	9,620	9,620
TOTAL	\$ 15,020	\$ 15,020

CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : PUBLIC WORKS - MAINTENANCE ADMINISTRATION

EXHIBIT A
101.745

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 357,716	\$ 390,636	\$ 426,351	\$ 448,397
Supplies, Services & Capital Outlay (Exhibit C)	50,254	53,158	61,899	62,913
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	407,970	443,795	488,250	511,310
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 407,970	\$ 443,795	\$ 488,250	\$ 511,310

FUNDING SOURCE(s)				
Program Revenue	\$ 32	\$ 18	\$ -	\$ -
Transfers from Other Funds 207-209-641	102,500	102,500	102,500	102,500
Use of Reserves	-	-	-	-
Additional Fund Revenue	305,438	341,277	385,750	408,810
Funding Source Total	\$ 407,970	\$ 443,795	\$ 488,250	\$ 511,310

REVENUE DETAIL					
Description	Fund/Acct.				
Miscellaneous Fines (Shopping Cart)	4390	\$ 32	\$ 18	\$ -	\$ -
Program Revenue		\$ 32	\$ 18	\$ -	\$ -
Lighting & Landscaping District (LLA-1)	207	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Environmental Programs *	209	57,500	57,500	57,500	57,500
Motor Vehicle Pool	641	35,000	35,000	35,000	35,000
* Includes Beverage Container Grant Funds					
Transfers from Other Funds		\$ 102,500	\$ 102,500	\$ 102,500	\$ 102,500
Use of Fund Reserves		\$ -	\$ -	\$ -	\$ -
Additional Fund Subsidy		\$ 305,438	\$ 341,277	\$ 385,750	\$ 408,810
TOTAL FUNDING SOURCES		\$ 407,970	\$ 443,795	\$ 488,250	\$ 511,310

CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : PUBLIC WORKS - MAINTENANCE ADMINISTRATION

EXHIBIT B
101.745

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 248,327	\$ 270,660	\$ 293,260	\$ 307,548
7002 Personnel - Temporary	-	3,050	13,000	10,000
7003 Personnel - Overtime	1,334	1,414	1,000	1,000
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 249,662	\$ 275,124	\$ 307,260	\$ 318,548
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	-	-	-	-
7106 Retirement	41,778	47,935	55,614	58,694
7107 Dental Insurance	5,580	5,913	6,084	6,075
7108 Group Health Insurance	38,368	39,738	42,524	43,590
7109 Group Life Insurance	558	558	576	558
7110 Workers' Compensation Insurance	1,876	2,905	3,377	5,349
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	1,979	2,018	2,436	2,430
7113 Medicare	4,216	4,533	4,441	4,633
7114 Auto Allowance	-	-	-	1,920
7115 Cell Phone Allowance	359	347	360	360
7118 Other Benefits Pay	8,285	7,698	-	1,950
7120 Sick Leave Payout	-	-	-	-
7121 Leave Balance Payout	1,535	341	-	-
7122 Deferred Compensation Contribution	3,520	3,497	3,510	3,120
7124 VEBA Health Deferred Compensation	-	26	-	1,040
7126 PARS 457 Retirement	-	3	169	130
Total Benefits	\$ 108,055	\$ 115,513	\$ 119,091	\$ 129,849
Total Salary & Benefits	\$ 357,716	\$ 390,636	\$ 426,351	\$ 448,397

**CITY OF CAMPBELL
 OPERATING BUDGET - Personnel Allocation
 PROGRAM : PUBLIC WORKS - MAINTENANCE ADMINISTRATION**

**EXHIBIT B-1
 101.745**

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Public Works Superintendent	1.00	1.00	1.00	1.00	\$ 152,588
Office Assistant *	0.90	0.90	0.90	1.00	69,388
Executive Assistant *	1.00	1.00	1.00	1.00	85,572
* Position reclassified in FY14					
TOTAL	2.90	2.90	2.90	3.00	\$ 307,548

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Engineering Technician *	0.25	0.25	0.25	0.20	\$ 10,000
* Position retitled from GIS Intern in FY 16					
TOTAL	0.25	0.25	0.25	0.20	\$ 10,000

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : PUBLIC WORKS - MAINTENANCE ADMINISTRATION

EXHIBIT C
101.745

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ -	\$ -	\$ -	\$ -
7421 Communications - Phones	6,048	6,371	9,400	9,400
7423 Clothing & Personal Expense	-	-	-	-
7424 Office Expense	4,685	4,409	4,500	4,500
7425 Minor Tools & Equipment	-	-	-	-
7427 Special Departmental Expense	8,721	11,062	13,600	14,000
7428 Maintenance of Buildings, Structures & Ground	-	-	-	-
7429 Maintenance & Operation of Equipment	-	74	-	-
7430 Professional & Specialized Services	-	-	500	500
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	-	-	-	-
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	132	-	850	850
7435 Professional Development & Meetings	7,503	7,107	7,000	7,300
7437 Staff Development	2,211	511	-	-
7438 Other Charges	-	-	-	-
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	6,332	6,502	6,842	6,246
7551 User Charges - IT Pool	14,622	17,123	19,207	20,117
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ 50,254	\$ 53,158	\$ 61,899	\$ 62,913

Description	FY 2017 Requested
<u>7421</u> Communications - Phones Cellular Phones & Pager Rentals	\$ 9,400
<u>7424</u> Office Expense Office Supplies, Forms, Diskettes, Etc.	4,500
<u>7427</u> Special Departmental Expense Alarm System, Furniture, Comcast Cable	5,000
Community Garage Sale Advertising, Publicity, Etc. (Recycling Map*)	3,000
Employee Recognition	1,000
Great American Litter Pick-Up *	5,000
	14,000
<u>7430</u> Professional & Specialized Services Blueprints, Drafting & Printing	500
<u>7434</u> Memberships, Dues, Books Books	165
Dues - Maintenance Superintendents Association; California Parks & Recreation Society; Arbor Day Foundation, American Public Works Associations, Etc.	685
	850
<u>7435</u> Professional Development & Meetings Professional Development & Meetings	7,300
<u>7550</u> User Charges - Motor Pool Use of City Vehicles	6,246
<u>7551</u> User Charges - IT Pool Use of Computer Hardware/Software; Phones & Photocopier/Fax	20,117
TOTAL	\$ 62,913

* Funded from Environmental Services Fund (Beverage Recycling Grant)

CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : PUBLIC WORKS - VEHICLE & EQUIPMENT MAINTENANCE

EXHIBIT A
641.750

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 304,184	\$ 338,146	\$ 350,915	\$ 393,162
Supplies, Services & Capital Outlay (Exhibit C)	811,332	774,716	1,080,640	1,118,926
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	1,115,516	1,112,862	1,431,555	1,512,088
Transfers Out (Exhibit E)	45,000	102,000	45,000	45,000
Appropriation Total	\$ 1,160,516	\$ 1,214,862	\$ 1,476,555	\$ 1,557,088

FUNDING SOURCE(s)				
Program Revenue	\$ 949,216	\$ 979,612	\$ 1,025,078	\$ 1,175,073
Transfers from Other Funds	45,000	102,000	35,000	130,000
Use of Reserves	166,300	133,250	416,477	252,015
Additional Fund Revenue	-	-	-	-
Funding Source Total	\$ 1,160,516	\$ 1,214,862	\$ 1,476,555	\$ 1,557,088

REVENUE DETAIL					
Description	Fund/Acct.				
Sale of Property	4960	\$ 12,423	\$ 22,052	\$ 8,500	\$ 8,500
Insurance Claims Refunds	4962	50	244	10,000	10,000
Motor Pool (Dept Charges)	5101	932,743	957,316	1,006,578	1,156,573
Other Revenue	4965	-	-	-	-
Reimbursement (Lease Rebate)	4727	4,000	-	-	-
Program Revenue		\$ 949,216	\$ 979,612	\$ 1,025,078	\$ 1,175,073
General Fund - CIPR	101	\$ 45,000	\$ 102,000	\$ 35,000	\$ 130,000
Transfers from Other Funds		\$ 45,000	\$ 102,000	\$ 35,000	\$ 130,000
Motor Pool - Beginning Fund Balance		\$ 166,300	\$ 133,250	\$ 416,477	\$ 252,015
Use of Fund Reserves		\$ 166,300	\$ 133,250	\$ 416,477	\$ 252,015
Additional Fund Subsidy		\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES		\$ 1,160,516	\$ 1,214,862	\$ 1,476,555	\$ 1,557,088

CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : PUBLIC WORKS - VEHICLE & EQUIPMENT MAINTENANCE

EXHIBIT B
641.750

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 203,253	\$ 222,752	\$ 224,604	\$ 248,202
7002 Personnel - Temporary	-	-	-	-
7003 Personnel - Overtime	289	404	500	500
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 203,542	\$ 223,156	\$ 225,104	\$ 248,702
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	900	900	990	-
7106 Retirement	33,157	38,447	42,594	47,261
7107 Dental Insurance	5,412	5,751	6,084	6,075
7108 Group Health Insurance	45,487	49,491	54,243	54,880
7109 Group Life Insurance	558	558	576	521
7110 Workers' Compensation Insurance	7,704	12,010	12,131	29,132
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	1,536	1,773	2,196	2,041
7113 Medicare	3,420	3,738	3,257	3,614
7114 Auto Allowance	-	-	-	-
7115 Cell Phone Allowance	361	347	360	-
7118 Other Benefits Pay	800	(236)	1,950	-
7120 Sick Leave Payout	-	-	-	-
7121 Leave Balance Payout	-	776	-	-
7122 Deferred Compensation Contribution	1,306	1,434	1,430	936
7126 PARS 457 Retirement	-	-	-	-
Total Benefits	\$ 100,643	\$ 114,990	\$ 125,811	\$ 144,460
Total Salary & Benefits	\$ 304,184	\$ 338,146	\$ 350,915	\$ 393,162

CITY OF CAMPBELL
OPERATING BUDGET - Personnel Allocation
PROGRAM : PUBLIC WORKS - VEHICLE & EQUIPMENT MAINTENANCE

EXHIBIT B-1
641.750

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Equipment Maintenance Supervisor	1.00	1.00	1.00	1.00	\$ 103,646
Mechanic I / II	1.50	1.75	1.75	1.80	144,556
TOTAL	2.50	2.75	2.75	2.80	\$ 248,202

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
TOTAL	-	-	-	-	\$ -

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : PUBLIC WORKS - VEHICLE & EQUIPMENT MAINTENANCE

EXHIBIT C
641.750

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ -	\$ -	\$ -	\$ -
7421 Communications - Phones	-	-	-	-
7423 Clothing & Personal Expense	2,717	3,714	4,000	4,000
7424 Office Expense	-	-	-	-
7425 Minor Tools & Equipment	4,642	2,429	3,000	6,000
7426 Gasoline & Diesel	195,338	145,500	175,000	150,000
7427 Special Departmental Expense	1,454	2,660	4,000	3,500
7428 Maint of Buildings, Structures & Grounds	594	130	500	1,000
7429 Maintenance & Operation of Equipment	189,333	166,138	161,500	170,000
7430 Professional & Specialized Services	6,372	6,842	8,500	8,500
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	-	-	-	-
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	394	105	400	450
7435 Professional Development & Meetings	-	-	-	-
7437 Staff Development	-	-	-	-
7438 Other Charges	-	-	-	-
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7442 Insurance Claims Expense	-	-	-	-
7444 Depreciation	131,934	184,990	-	-
7550 User Charges - Motor Pool	148,201	152,182	160,129	211,654
7551 User Charges - IT Pool	19,497	22,832	25,611	26,822
7884 Machinery & Equipment	110,855	87,194	538,000	537,000
Total Supplies, Services & Capital Outlay	\$ 811,332	\$ 774,716	\$ 1,080,640	\$ 1,118,926

Description	FY 2017 Requested
7423 <u>Clothing & Personal Expense</u>	
Damage to Clothing & Personal Property	
Uniform/Laundry Service	\$ 4,000
7425 <u>Minor Tools & Equipment</u>	
Special Automotive Hand Tools and Diagnostic Software	6,000
7426 <u>Gasoline & Diesel</u>	
Fuel, Oil, Etc.	150,000
7427 <u>Special Departmental Expense</u>	
Shop Alarm System Charges, Rental of Back-up Equipment, 3 Storage Cabinets, Etc.	
Storage Cabinets (Three)	3,500
7428 <u>Maint of Buildings, Structures & Grounds</u>	
Shop Equipment Repair & Fuel Island Repair	1,000
7429 <u>Maintenance & Operation of Equipment</u>	
Commercial Repairs, Painting, Bodywork, Etc.. (Including Reimbursable Repairs to Damaged Property)	115,000
Small Equipment Repair	5,000
Compressor Maintenance	1,500
Emission Testing / Diesel Testing	8,500
Miscellaneous Parts	40,000
	170,000
7430 <u>Professional & Specialized Services</u>	
Certified Underground Storage Tank and Liner Inspections	3,500
Fuel Storage Tank Testing, Emergency Repairs, BAAQMD Testing	5,000
	8,500
7434 <u>Memberships, Dues, Books</u>	
Books - Shop Manuals, etc.	370
Dues - Public Fleet Supervisors Association	80
	450
7444 <u>Depreciation</u>	
Depreciation of Equipment	0
SUBTOTAL page 1	\$ 343,450

Description	FY 2017 Requested
7550 <u>User Charges - Motor Pool</u>	
Use of City Vehicles & Other Non-Highway Equipment	\$ 211,654
7551 <u>User Charges - IT Pool</u>	
Use of Computer Hardware/Software; Phones & Photocopier/Fax	26,822
7884 <u>Machinery & Equipment</u>	
Replacement *	
<u>1200 Series</u>	
Unit 1249 Police Unmarked Vehicle	45,000
<u>1400 Series</u>	
Unit 1419 Police All Terrain Vehicle	20,000
<u>2000 Series (Light Duty Trucks)</u>	
Unit 2073 Parks - Ford F250 w/ Liftgate	70,000
Unit 2074 PD Light Duty Truck - Ford Ranger	45,000
<u>3000 Series (Heavy Duty Trucks)</u>	
Unit 3018 Parks/Trees - GM Flatbed	100,000
<u>5000 Series (Heavy Equipment)</u>	
Unit 5102 Parks - Small Motorized Cart	17,000
Unit 5085 Parks - Toro 580D Mower	110,000
	407,000
 New Equipment **	
<u>2000 Series (Light Duty Trucks)</u>	
Unit 0000 Parks - Light / Medium Duty Truck	65,000
Unit 0000 Parks - Light / Medium Duty Truck	65,000
	130,000
7884 Machinery & Equipment Total	537,000
 * Funded from Motor Pool Beginning Fund Balance ** Funded from CIPR	
SUBTOTAL page 2	775,476
TOTAL Exhibit C-1	\$ 1,118,926

CITY OF CAMPBELL
 OPERATING BUDGET - TRANSFERS OUT
 PROGRAM : PUBLIC WORKS - VEHICLE & EQUIPMENT MAINTENANCE

EXHIBIT E
 641.750

Description	FY 2016 Adopted	FY 2017 Requested
<u>9899 Operating Transfers Out</u>		
Public Works Maintenance Administration - # 101.745	\$ 35,000	\$ 35,000
Public Works Administration - # 101.701	-	-
Finance Department - # 101.535	10,000	10,000
TOTAL	\$ 45,000	\$ 45,000

CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : PUBLIC WORKS - STREET MAINTENANCE

EXHIBIT A
204.760

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 714,217	\$ 850,782	\$ 898,329	\$ 933,996
Supplies, Services & Capital Outlay (Exhibit C)	514,964	582,016	644,206	673,931
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	1,229,181	1,432,798	1,542,535	1,607,927
Transfers Out (Exhibit E)	282,551	77,300	77,300	78,200
Appropriation Total	\$ 1,511,732	\$ 1,510,098	\$ 1,619,835	\$ 1,686,127

FUNDING SOURCE(S)				
Program Revenue	\$ 1,301,790	\$ 1,194,193	\$ 895,200	\$ 863,500
Transfers from Other Funds 207-209	349,500	439,300	504,300	484,300
Use of Reserves	(139,558)	(123,396)	220,335	338,327
Additional Fund Revenue	-	-	-	-
Funding Source Total	\$ 1,511,732	\$ 1,510,098	\$ 1,619,835	\$ 1,686,127

REVENUE DETAIL					
Gas Tax - 2105	4510	\$ 275,963	\$ 247,986	\$ 240,000	\$ 261,000
Gas Tax - 2106	4511	144,932	168,470	128,500	132,000
Gas Tax - 2107	4512	295,382	318,873	328,000	363,000
Gas Tax - 2107.5	4513	6,000	12,000	6,000	6,000
Rev & Tax Code 7360-Gas Excise Tax	4516	565,608	431,987	190,200	99,000
Metal Recycling Revenue	4965	-	2,458	2,500	2,500
Other Revenue	4965	3,820	-	-	-
Interest Revenue	4410	10,085	10,480	-	-
GASB 31 Market Value Adjustment	4431	-	1,939	-	-
Program Revenue		\$ 1,301,790	\$ 1,194,193	\$ 895,200	\$ 863,500
Lighting & Landscaping Dist. - Tsfrs.	207	\$ 46,300	\$ 46,300	\$ 46,300	\$ 46,300
Environmental Services - Transfers In	209	297,000	393,000	458,000	438,000
Community Facilities District #1	236	-	-	-	-
General Fund	101	6,200	-	-	-
Transfers from Other Funds		\$ 349,500	\$ 439,300	\$ 504,300	\$ 484,300
Gas Tax - Beginning Fund Balance	204	\$ (139,558)	\$ (123,396)	\$ 220,335	\$ 338,327
Use of Fund Reserves		\$ (139,558)	\$ (123,396)	\$ 220,335	\$ 338,327
Additional Fund Subsidy		\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES		\$ 1,511,732	\$ 1,510,098	\$ 1,619,835	\$ 1,686,127

CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : PUBLIC WORKS - STREET MAINTENANCE

EXHIBIT B
204.760

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 420,357	\$ 472,830	\$ 532,530	\$ 527,632
7002 Personnel - Temporary	30,341	55,616	40,000	45,000
7003 Personnel - Overtime	13,228	16,858	15,000	15,000
7005 Personnel - POST	629	1,329	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 464,554	\$ 546,633	\$ 587,530	\$ 587,632
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	4,976	6,000	5,250	4,500
7106 Retirement	75,477	82,385	100,989	100,857
7107 Dental Insurance	12,190	15,336	14,196	14,175
7108 Group Health Insurance	124,784	151,069	137,844	132,570
7109 Group Life Insurance	1,254	1,488	1,344	1,302
7110 Workers' Compensation Insurance	16,436	27,422	30,921	71,349
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	3,925	4,802	5,124	5,346
7113 Medicare	7,013	8,362	8,301	8,330
7114 Auto Allowance	-	-	-	-
7115 Cell Phone Allowance	252	935	720	720
7118 Other Benefits Pay	-	1,585	1,950	1,950
7120 Sick Leave Payout	-	-	-	-
7121 Leave Balance Payout	-	-	-	-
7122 Deferred Compensation Contribution	3,472	4,173	3,640	3,640
7124 VEBA Health Deferred Compensation	-	-	-	1,040
7126 PARS 457 Retirement	(114)	592	520	585
Total Benefits	\$ 249,663	\$ 304,149	\$ 310,799	\$ 346,364
Total Salary & Benefits	\$ 714,217	\$ 850,782	\$ 898,329	\$ 933,996

CITY OF CAMPBELL
OPERATING BUDGET - Personnel Allocation
PROGRAM : PUBLIC WORKS - STREET MAINTENANCE

EXHIBIT B-1
204.760

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Street Maintenance Field Supervisor	1.00	1.00	-	-	\$ -
Street Maintenance Lead Worker	1.00	2.00	2.00	2.00	153,336
Maintenance Worker I / II *	5.00	4.00	4.00	4.00	266,032
Street Maintenance Supervisor	-	-	1.00	1.00	108,264
* Flexible Staffing					
Maintenance Worker II					
Maintenance Worker I					
TOTAL	7.00	7.00	7.00	7.00	\$ 527,632

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Temporary Staffing *	0.25	0.48	0.48	0.65	\$ 30,000
Temporary Staffing **	-	-	0.48	0.35	15,000
* Funded from Environmental Services					
Fund 209 for Heavy Leaf Pickup					
** Funded from Environmental Services					
Fund 209 for Street Tree Trimming					
TOTAL	0.25	0.48	0.96	1.00	\$ 45,000

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : PUBLIC WORKS - STREET MAINTENANCE

EXHIBIT C
204.760

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ -	\$ -	\$ -	\$ -
7421 Communications - Phones	-	-	-	-
7423 Clothing & Personal Expense	2,220	677	1,000	1,000
7424 Office Expense	-	-	-	-
7425 Minor Tools & Equipment	1,661	927	1,000	1,000
7427 Special Departmental Expense	230	-	-	-
7428 Maintenance of Buildings, Structures & Ground	93,640	139,442	98,000	105,000
7429 Maintenance & Operation of Equipment	8	432	1,000	1,000
7430 Professional & Specialized Services	1,497	1,522	2,100	2,100
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	231,479	249,137	340,500	380,000
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	-	-	400	400
7435 Professional Development & Meetings	-	-	-	-
7437 Staff Development	-	-	-	-
7438 Other Charges	-	-	-	-
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	179,355	184,171	193,803	176,725
7551 User Charges - IT Pool	4,874	5,708	6,403	6,706
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ 514,964	\$ 582,016	\$ 644,206	\$ 673,931

Description	FY 2017 Requested
7423 <u>Clothing & Personal Expense</u>	
Damage to Clothing, Rain Gear Replacement, Temporary Labor Uniforms, Etc.	\$ 1,000
7425 <u>Minor Tools & Equipment</u>	
Miscellaneous Small Tools & Equipment	1,000
7428 <u>Maintenance of Buildings, Structures & Grounds</u>	
Asphalt, Crack Sealant, Traffic Paint, Signs, Metal/Wood Posts, Barricades, Etc.	88,000
Street Sweeping Signage*	10,000
Rental of Equipment	7,000
	105,000
7429 <u>Maintenance & Operation of Equipment</u>	
Miscellaneous Equipment Repair: Sign Applicator, Drill Breaker, Paint Shaker, Compressors, Etc.	1,000
7430 <u>Professional & Specialized Services</u>	
Annual Street Report Preparation	2,100
7432 <u>Other Contractual Services</u>	
Centerline Striping and Thermoplastic	40,000
Downtown Sidewalk and Trash Receptacle Cleaning	16,000
Emergency and/or Specialized Street Repairs / Traffic Work Orders	10,000
Miscellaneous Storm Drain Repairs *	22,000
Parking Lot & Garage Sweeping & Cleaning *	25,000
Recycled Water Service	15,000
Sidewalk Curb / Gutter Repair (Emergencies)	30,000
Storm Drain Filter & Interceptor Cleaning *	6,000
Street Sweeping (Including Heavy Leaf Pickup) *	154,000
Waste Oil / Paint Hauling	2,000
Weekend Service - Downtown Litter Cars *	20,000
Trash Capture Devices *	20,000
Traffic Improvements	20,000
	380,000
7434 <u>Memberships, Dues, Books</u>	
Books & Training Videos & Dues	400
7550 <u>User Charges - Motor Pool</u>	
Use of City Vehicles & Other Non-Highway Equipment	176,725
7551 <u>User Charges - IT Pool</u>	
Use of Computer Hardware/Software; Phones & Photocopier/Fax	6,706
* Funding from Environmental Services Programs	
TOTAL	\$ 673,931

CITY OF CAMPBELL
 OPERATING BUDGET - TRANSFERS OUT
 PROGRAM : PUBLIC WORKS - STREET MAINTENANCE

EXHIBIT E
 204.760

Description	FY 2016 Adopted	FY 2017 Requested
<u>9899 Operating Transfers Out</u>		
City Council for Congestion Management Association (CMA) Dues - # 101.501	\$ 52,300	\$ 53,200
Transportation Engineering Program - #101.720	25,000	25,000
Engineering Program - #101.730	-	-
TOTAL	\$ 77,300	\$ 78,200

CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : PUBLIC WORKS - SIGNALS & LIGHTING

EXHIBIT A
207.770

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 299,380	\$ 316,872	\$ 395,082	\$ 419,414
Supplies, Services & Capital Outlay (Exhibit C)	425,742	495,529	435,881	458,200
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	725,122	812,402	830,963	877,614
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 725,122	\$ 812,402	\$ 830,963	\$ 877,614

FUNDING SOURCE(s)				
Program Revenue	\$ 922,099	\$ 1,059,746	\$ 798,500	\$ 800,500
Transfers from Other Funds	-	-	-	-
Use of Reserves	-	-	-	-
Additional Fund Revenue	(196,977)	(247,344)	32,463	77,114
Funding Source Total	\$ 725,122	\$ 812,402	\$ 830,963	\$ 877,614

REVENUE DETAIL					
Description	Fund/Acct.				
Campbell Municipal Lighting Dist. - Prop. Ta:	4001-4582	\$ 802,632	\$ 1,030,063	\$ 690,000	\$ 690,000
USA Marking Fees	4701	-	-	-	-
Insurance Claims Refund	4962	20,832	12,996	5,000	5,000
Signal Maintenance Cost Sharing	4542	4,851	-	2,500	2,500
Redevelopment Prop Tax Trust Fund	4008	-	-	3,000	3,000
Property Tax Pass-Thru (RDA)	4007	93,784	-	80,000	80,000
Electric Vehicle Charging Stations	4709	-	16,687	18,000	20,000
Program Revenue		\$ 922,099	\$ 1,059,746	\$ 798,500	\$ 800,500
Transfers from Other Funds		\$ -	\$ -	\$ -	\$ -
Use of Fund Reserves		\$ -	\$ -	\$ -	\$ -
Additional Fund Subsidy		\$ (196,977)	\$ (247,344)	\$ 32,463	\$ 77,114
TOTAL FUNDING SOURCES		\$ 725,122	\$ 812,402	\$ 830,963	\$ 877,614

**CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : PUBLIC WORKS - SIGNALS & LIGHTING**

**EXHIBIT B
207.770**

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 175,969	\$ 180,883	\$ 249,994	\$ 254,196
7002 Personnel - Temporary	32,920	40,814	-	-
7003 Personnel - Overtime	6,458	4,874	6,500	8,000
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 215,348	\$ 226,572	\$ 256,494	\$ 262,196
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	1,500	1,500	2,250	2,250
7106 Retirement	28,894	31,365	47,409	48,859
7107 Dental Insurance	3,608	3,834	6,084	6,075
7108 Group Health Insurance	36,688	36,880	59,076	58,800
7109 Group Life Insurance	372	372	576	558
7110 Workers' Compensation Insurance	7,019	10,111	13,502	31,763
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	1,188	1,211	2,196	2,187
7113 Medicare	3,292	3,454	3,625	3,736
7114 Auto Allowance	-	-	-	-
7115 Cell Phone Allowance	-	-	360	-
7118 Other Benefits Pay	-	-	1,950	1,950
7120 Sick Leave Payout	-	-	-	-
7121 Leave Balance Payout	-	-	-	-
7122 Deferred Compensation Contribution	1,042	1,043	1,560	1,040
7126 PARS 457 Retirement	429	532	-	-
Total Benefits	\$ 84,032	\$ 90,301	\$ 138,588	\$ 157,218
Total Salary & Benefits	\$ 299,380	\$ 316,872	\$ 395,082	\$ 419,414

**CITY OF CAMPBELL
 OPERATING BUDGET - Personnel Allocation
 PROGRAM : PUBLIC WORKS - SIGNALS & LIGHTING**

**EXHIBIT B-1
 207.770**

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Lighting & Traffic Signal Supervisor	1.00	1.00	1.00	1.00	\$ 103,646
Lighting & Traffic Signal Technician	1.00	1.00	1.00	1.00	86,674
Lighting & Traffic Signal Assistant *	-	-	1.00	1.00	63,876
* Reclass Temp Position					
TOTAL	2.00	2.00	3.00	3.00	\$ 254,196

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Temporary Lighting Assistant	0.77	0.96	-	-	\$ -
TOTAL	0.77	0.96	-	-	\$ -

**CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : PUBLIC WORKS - SIGNALS & LIGHTING**

**EXHIBIT C
207.770**

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ 211,715	\$ 293,679	\$ 224,000	\$ 224,000
7421 Communications - Phones	5,097	6,423	5,200	5,200
7423 Clothing & Personal Expense	319	980	900	900
7424 Office Expense	-	-	-	-
7425 Minor Tools & Equipment	999	1,008	1,000	1,000
7427 Special Departmental Expense	6,751	2,690	7,050	8,400
7428 Maintenance of Buildings, Structures & Ground	-	-	-	-
7429 Maintenance & Operation of Equipment	128,510	126,389	118,690	141,200
7430 Professional & Specialized Services	-	-	-	-
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	1,050	-	-	-
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	3,189	824	2,200	2,200
7435 Professional Development & Meetings	-	-	-	-
7437 Staff Development	39	-	-	-
7438 Other Charges	9,620	-	8,000	8,000
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	34,083	34,998	36,828	33,772
7551 User Charges - IT Pool	24,371	28,539	32,013	33,528
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ 425,742	\$ 495,529	\$ 435,881	\$ 458,200

Description	FY 2017 Requested
<u>7420 Utilities - Electricity/Gas/Water</u>	
Parks & Other Lighting	\$ 5,000
Street Lighting	175,000
Traffic Signals	44,000
	224,000
<u>7421 Communications - Phones</u>	
Controllers, Modem, Phone Lines, Etc.	5,200
<u>7423 Clothing & Personal Expense</u>	
Repair of Damaged Clothing; Staff Rain Gear; Safety Gear & Vests for Three Temporary Labor Uniforms	900
<u>7425 Minor Tools & Equipment</u>	
Miscellaneous New Tools	1,000
<u>7427 Special Departmental Expense</u>	
Downtown Tree Lighting and Banners	6,200
Trailer & Storage Unit Alarms	200
Underground Service Alert One Call System Fee (Required by Law)	2,000
	8,400
<u>7429 Maintenance & Operation of Equipment</u>	
Cost Share Agreement with the City of San Jose for Operation of Shared Signals	8,500
Cost Share Agreement with Santa Clara County for San Tomas Expressway Shared Signals	1,700
Street Lighting Pole Replacement	9,000
Street Light & Traffic Signal Upgrades, Preventive Maintenance, Scheduled & Emergency Repairs; Video Detection Modifications, Knock-downs, Miscellaneous Repairs of Damaged Equipment (\$5,000 Offset with Insurance Reimbursements)	90,000
Stolen Wire Replacement	7,000
Maintenance / Repair EV Charging Stations (change out terminals)	25,000
	141,200
<u>7434 Memberships, Dues, Books</u>	
Books - National Electrical Manufacturers Association (NEMA) Manual; Elect. Code Updates	400
Dues - California Street Light Association;	1,500
International Municipal Signal Association (IMSA); Traffic Signal Association	300
	2,200
SUBTOTAL page 1	\$ 382,900

Description	FY 2017 Requested
7438 Other Charges Property Tax Administration Fees	\$ 8,000
7550 User Charges - Motor Pool Use of City Vehicles & Other Non-Highway Equipment	33,772
7551 User Charges - IT Pool Use of Computer Hardware/Software; Phones & Photocopier/Fax	33,528
SUBTOTAL page 2	75,300
TOTAL Exhibit C-1	\$ 458,200

CITY OF CAMPBELL
 OPERATING BUDGET - Summary of Exhibits
 PROGRAM : PUBLIC WORKS - PARK MAINTENANCE

EXHIBIT A
 207.775

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 1,468,932	\$ 1,488,684	\$ 1,708,540	\$ 1,855,450
Supplies, Services & Capital Outlay (Exhibit C)	745,030	750,115	776,485	858,901
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	2,213,962	2,238,799	2,485,025	2,714,351
Transfers Out (Exhibit E)	106,300	111,300	111,300	111,300
Appropriation Total	\$ 2,320,262	\$ 2,350,099	\$ 2,596,325	\$ 2,825,651

FUNDING SOURCE(s)				
Program Revenue	\$ 1,167,775	\$ 1,250,947	\$ 1,227,000	\$ 1,215,000
Transfers from Other Funds 207	955,510	837,187	1,401,788	1,687,765
Use of Reserves	-	-	-	-
Additional Fund Revenue	196,977	261,964	(32,463)	(77,114)
Funding Source Total	\$ 2,320,262	\$ 2,350,099	\$ 2,596,325	\$ 2,825,651

REVENUE DETAIL					
Description	Fund/Acct.				
Lighting & Landscape Assessment	5001	1,165,350	1,165,911	1,142,000	1,165,000
Cost Recovery	4701	2,425	-	-	-
Project Overhead Offset	4725	-	85,000	85,000	50,000
Donations - Parks	4818	-	-	-	-
Expense Abate-Miscellaneous	4968	-	36	-	-
Program Revenue		\$ 1,167,775	\$ 1,250,947	\$ 1,227,000	\$ 1,215,000
Environmental Services	209	45,000	45,000	45,000	45,000
General Fund Subsidy	101	889,583	792,187	1,337,168	1,623,145
ABAG Risk Mitigation	212	20,927	-	10,000	10,000
Community Facilities District #2	237	-	-	9,620	9,620
Transfers from Other Funds		\$ 955,510	\$ 837,187	\$ 1,401,788	\$ 1,687,765
Use of Fund Reserves		\$ -	\$ -	\$ -	\$ -
Additional Fund Subsidy		\$ 196,977	\$ 261,964	\$ (32,463)	\$ (77,114)
TOTAL FUNDING SOURCES		\$ 2,320,262	\$ 2,350,099	\$ 2,596,325	\$ 2,825,651

CITY OF CAMPBELL
 OPERATING BUDGET - Employee Services
 PROGRAM : PUBLIC WORKS - PARK MAINTENANCE

EXHIBIT B
 207.775

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 829,206	\$ 843,152	\$ 967,820	\$ 1,002,486
7002 Personnel - Temporary	133,960	105,377	133,000	147,000
7003 Personnel - Overtime	27,367	33,977	30,000	30,000
7005 Personnel - POST	6,607	4,339	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 997,139	\$ 986,845	\$ 1,130,820	\$ 1,179,486
7104 Meal Allowance	\$ 27	\$ 18	\$ -	\$ -
7105 Uniform Allowance	8,250	8,178	9,750	8,250
7106 Retirement	138,497	148,268	183,539	193,772
7107 Dental Insurance	21,719	22,889	26,364	26,325
7108 Group Health Insurance	214,383	215,634	250,992	250,170
7109 Group Life Insurance	2,234	2,201	2,496	2,418
7110 Workers' Compensation Insurance	37,998	52,266	59,452	144,323
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	7,334	7,355	9,756	9,720
7113 Medicare	16,533	16,152	15,962	17,750
7114 Auto Allowance	-	-	-	1,920
7115 Cell Phone Allowance	-	276	-	360
7118 Other Benefits Pay	150	6,975	10,400	11,050
7120 Sick Leave Payout	-	185	-	-
7121 Leave Balance Payout	16,225	13,349	-	-
7122 Deferred Compensation Contribution	6,779	6,715	7,280	6,240
7124 VEBA Health Deferred Compensation	-	26	-	1,040
7126 PARS 457 Retirement	1,663	1,352	1,729	2,626
Total Benefits	\$ 471,793	\$ 501,839	\$ 577,720	\$ 675,964
Total Salary & Benefits	\$ 1,468,932	\$ 1,488,684	\$ 1,708,540	\$ 1,855,450

CITY OF CAMPBELL
OPERATING BUDGET - Personnel Allocation
PROGRAM : PUBLIC WORKS - PARK MAINTENANCE

EXHIBIT B-1
207.775

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Park Maintenance Supervisor	1.00	1.00	1.00	1.00	\$ 111,260
Park Maintenance Lead Worker	2.00	3.00	3.00	3.00	252,972
Park Maintenance Worker I / II */***	9.00	8.00	7.00	7.00	480,464
Park Maintenance Worker I / II **	-	1.00	1.00	1.00	71,428
Senior Park Maint Worker/Arborist	-	-	1.00	1.00	86,362
* Flexible Staffing Park Maintenance Worker I Park Maintenance Worker II					
** Limited Term (Extended from 1 year to 2 years)					
*** Reclass to Senior/Arborist					
TOTAL	12.00	13.00	13.00	13.00	\$ 1,002,486

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Temporary Labor	2.75	2.75	3.50	3.50	\$ 147,000
Weekend Work Furlough Supervisor	0.20	-	-	-	-
Weekend Park Maintenance	0.20	-	-	-	-
TOTAL	3.15	2.75	3.50	3.50	\$ 147,000

**CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : PUBLIC WORKS - PARK MAINTENANCE**

**EXHIBIT C
207.775**

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ 250,626	\$ 231,178	\$ 230,000	\$ 230,000
7421 Communications - Phones	1,994	2,448	3,000	3,000
7423 Clothing & Personal Expense	1,688	1,361	2,000	3,000
7424 Office Expense	-	-	-	-
7425 Minor Tools & Equipment	4,388	5,204	4,500	6,000
7427 Special Departmental Expense	4,162	4,595	14,000	17,000
7428 Maintenance of Buildings, Structures & Grounds	166,869	175,970	178,000	195,000
7429 Maintenance & Operation of Equipment	2,180	4,588	3,000	3,000
7430 Professional & Specialized Services	1,687	4,938	5,000	5,000
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	146,237	147,283	154,620	184,620
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	260	560	750	750
7435 Professional Development & Meetings	-	200	-	-
7437 Staff Development	(125)	-	-	-
7438 Other Charges	-	231	-	-
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	150,442	154,436	162,408	191,414
7551 User Charges - IT Pool	14,622	17,123	19,207	20,117
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ 745,030	\$ 750,115	\$ 776,485	\$ 858,901

Description	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water San Jose Water; Pacific Gas & Electric; West Valley Sanitation District	\$ 230,000
7421 Communications - Phones Irrigation Controller Phone Charges	3,000
7423 Clothing & Personal Expense Damage to Personal Clothing; Rain Gear & Glove Replacement; Temporary Labor Uniforms (Parks - \$2,000 / Trees - \$1,000)	3,000
7425 Minor Tools & Equipment Shovels, Rakes, Small Hand Tools (Pliers, Screwdrivers, Etc.) (Parks - \$4,500 / Trees - \$1,500) Small Power Equipment (Parks - \$8,000 / Trees - \$3,000)	6,000 11,000 17,000
7427 Special Departmental Expense Special Projects / Volunteer Support Play Equipment Replacement	5,000 12,000 17,000
7428 Maintenance of Buildings, Structures & Grounds Backflow Maintenance & Replacements Chemicals, Fertilizer, Seed, Ground Cover, Sod, Shrubs, Trees, Fibar Equipment Rental Maint. of Park Furniture, Playground Equip., Irrigation, Fences, Pumps, Elect., Plumbing, Etc. Pest Control Projects (One-Time) John D. Morgan (\$8,000) Irrigation Control Conversion (\$17,000)	12,000 85,000 3,000 60,000 10,000 25,000 195,000
7429 Maintenance & Operation of Equipment Alarms Landscaping Equipment Maintenance & Repairs	2,000 1,000 3,000
7430 Professional & Specialized Services Arborist Consulting and Other Park Consultant Services	5,000
SUBTOTAL page 1	\$ 473,000

CITY OF CAMPBELL
 OPERATING BUDGET - TRANSFERS OUT
 PROGRAM : PUBLIC WORKS - PARK MAINTENANCE

EXHIBIT E
 207.775

Description	FY 2016 Adopted	FY 2017 Requested
<u>9899 Operating Transfers Out</u>		
Administrative Cost Allocation - Non-Departmental # 101.540	\$ 10,000	\$ 10,000
General Departmental Administration # 101.701	10,000	10,000
Land Development # 101.740	35,000	35,000
Maintenance Administration # 101.745	10,000	10,000
Street Maintenance - Sidewalk Repair # 204.760	46,300	46,300
TOTAL	\$ 111,300	\$ 111,300

CITY OF CAMPBELL
OPERATING BUDGET - Summary of Exhibits
PROGRAM : PUBLIC WORKS - BUILDING MAINTENANCE

EXHIBIT A
101.780

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
Employee Services (Exhibit B)	\$ 400,912	\$ 519,132	\$ 583,417	\$ 656,274
Supplies, Services & Capital Outlay (Exhibit C)	742,389	876,936	1,101,020	1,009,324
Debt Service (Exhibit D)	-	-	-	-
Total Before Transfers	1,143,301	1,396,068	1,684,437	1,665,598
Transfers Out (Exhibit E)	-	-	-	-
Appropriation Total	\$ 1,143,301	\$ 1,396,068	\$ 1,684,437	\$ 1,665,598

FUNDING SOURCE(s)				
Program Revenue	\$ 65	\$ -	\$ -	\$ -
Transfers from Other Funds	15,000	15,000	15,000	15,000
Use of Reserves	-	-	-	-
Additional Fund Revenue	1,128,236	1,381,068	1,669,437	1,650,598
Funding Source Total	\$ 1,143,301	\$ 1,396,068	\$ 1,684,437	\$ 1,665,598

REVENUE DETAIL					
Description	Fund/Acct.				
Cost Recovery	4701	\$ 65	\$ -	\$ -	\$ -
Program Revenue		\$ 65	\$ -	\$ -	\$ -
Environmental Services	209	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Santa Clara County Grant*	212	-	-	-	-
* Hydra Stations at Community Center					
Transfers from Other Funds		\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Use of Fund Reserves		\$ -	\$ -	\$ -	\$ -
Additional Fund Subsidy		\$ 1,128,236	\$ 1,381,068	\$ 1,669,437	\$ 1,650,598
TOTAL FUNDING SOURCES		\$ 1,143,301	\$ 1,396,068	\$ 1,684,437	\$ 1,665,598

CITY OF CAMPBELL
OPERATING BUDGET - Employee Services
PROGRAM : PUBLIC WORKS - BUILDING MAINTENANCE

EXHIBIT B
101.780

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7001 Personnel - Regular	\$ 223,643	\$ 299,153	\$ 329,076	\$ 354,454
7002 Personnel - Temporary	55,238	62,610	80,000	90,000
7003 Personnel - Overtime	3,118	3,221	3,000	3,000
7005 Personnel - POST	-	-	-	-
7103 Personnel - Holiday Pay	-	-	-	-
Total Salaries	\$ 281,999	\$ 364,984	\$ 412,076	\$ 447,454
7104 Meal Allowance	\$ -	\$ -	\$ -	\$ -
7105 Uniform Allowance	1,800	1,719	2,400	1,800
7106 Retirement	36,945	52,188	62,406	67,807
7107 Dental Insurance	5,572	7,721	8,112	8,100
7108 Group Health Insurance	40,366	53,025	58,512	57,900
7109 Group Life Insurance	557	729	768	744
7110 Workers' Compensation Insurance	6,836	17,170	22,093	55,411
7111 Unemployment Insurance	-	-	-	-
7112 Group Disability Insurance	1,829	2,573	2,928	3,159
7113 Medicare	4,767	5,817	5,932	6,489
7114 Auto Allowance	-	-	-	-
7115 Cell Phone Allowance	-	-	-	-
7118 Other Benefits Pay	1,474	3,612	1,950	1,300
7120 Sick Leave Payout	-	-	-	-
7121 Leave Balance Payout	14,463	4,496	-	-
7122 Deferred Compensation Contribution	3,852	4,756	5,200	3,900
7124 VEBA Health Deferred Compensation	-	26	-	1,040
7126 PARS 457 Retirement	452	316	1,040	1,170
Total Benefits	\$ 118,912	\$ 154,148	\$ 171,341	\$ 208,820
Total Salary & Benefits	\$ 400,912	\$ 519,132	\$ 583,417	\$ 656,274

CITY OF CAMPBELL
OPERATING BUDGET - Personnel Allocation
PROGRAM : PUBLIC WORKS - BUILDING MAINTENANCE

EXHIBIT B-1
101.780

Permanent Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Facilities Maintenance Manager *	1.00	-	-	-	\$ -
Building Maintenance Supervisor	-	1.00	1.00	1.00	100,776
Building Maintenance Lead Worker	1.00	1.00	1.00	1.00	90,022
Building Maintenance Worker	2.00	2.00	2.00	2.00	163,656
* Reclassified as Build. Maint Supervisor					
TOTAL	4.00	4.00	4.00	4.00	\$ 354,454

Temporary Personnel	Full-Time Equivalents (FTE's)				FY 2017 Requested
	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested	
Temporary Building Maintenance Worker	0.80	0.80	0.80	0.80	\$ 40,000
Project Manager (One-Time Projects)	-	0.25	0.25	0.40	50,000
TOTAL	0.80	1.05	1.05	1.20	\$ 90,000

CITY OF CAMPBELL
OPERATING BUDGET - Supplies & Services Summary
PROGRAM : PUBLIC WORKS - BUILDING MAINTENANCE

EXHIBIT C
101.780

Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Adopted	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water	\$ -	\$ 34,856	\$ 111,000	\$ 111,000
7421 Communications - Phones	3,276	4,726	4,000	3,000
7422 Advertising	-	-	-	-
7423 Clothing & Personal Expense	329	896	900	900
7424 Office Expense	-	(163)	-	-
7425 Minor Tools & Equipment	1,166	1,682	1,250	1,250
7427 Special Departmental Expense	86,386	91,339	96,000	101,000
7428 Maintenance of Buildings, Structures & Grounds	260,908	313,675	432,175	331,000
7429 Maintenance & Operation of Equipment	72,031	95,077	92,300	94,300
7430 Professional & Specialized Services	77	-	-	-
7431 Promotional Expense	-	-	-	-
7432 Other Contractual Services	281,646	293,686	318,000	318,000
7433 Insurance & Surety Bonds	-	-	-	-
7434 Memberships, Dues, Books	-	-	200	200
7435 Professional Development & Meetings	-	-	-	-
7437 Staff Development	-	81	-	-
7438 Other Charges	-	-	-	-
7439 Bad Debts	-	-	-	-
7440 Fees Paid to State	-	-	-	-
7442 Insurance Claims Expense	-	-	-	-
7550 User Charges - Motor Pool	12,199	12,542	13,182	15,146
7551 User Charges - IT Pool	24,371	28,539	32,013	33,528
7884 Machinery & Equipment	-	-	-	-
Total Supplies, Services & Capital Outlay	\$ 742,389	\$ 876,936	\$ 1,101,020	\$ 1,009,324

Description	FY 2017 Requested
7420 Utilities - Electricity/Gas/Water PG&E, Sewer, Water Services *	\$ 111,000
7421 Communications - Phones Alarms & Telephone Lines / DSL for John D. Morgan Park Video Camera	3,000
7423 Clothing & Personal Expense Damaged Clothing; Replace Rain Gear; City T-Shirts & Uniforms for Part-Time Employees	900
7425 Minor Tools & Equipment Miscellaneous Tools For Shop & Replacement Hammers, Drills, Saws, Shovels, Etc.	1,250
7427 Special Departmental Expense Batteries for Drills, Flashlights, Pagers, Etc.	500
Custodial Supplies & Lights (All Buildings)	79,000
Miscellaneous Unanticipated Equipment & Supplies	1,000
Pool Supplies (Salt, Sodium Hypo-Chlorite, & CO2 Test Kits)	18,000
Rental of Special Maintenance Equipment	2,000
Signs	500
	101,000
7428 Maintenance of Buildings, Structures & Grounds General Maintenance:	
Ainsley House, Carriage House & Museum	5,000
City Hall	20,000
Community Center - Painting / General	80,000
Downtown Parking Garage	4,000
Firehouse Museum & Offices	6,000
Park Buildings - JDM, Campbell, Fischer, & Morley	12,000
Service Center	6,000
Subtotal	133,000
* Costs related to tenant leases only. Community Center and Theatre costs accounted for in respective programs 527 & 529.	
SUBTOTAL page 1	\$ 350,150

Description	FY 2017 Requested
7428 Maintenance of Buildings, Structures & Grounds (Continued)	
Special Projects:	
City Hall (1 Project)	\$ 12,500
Community Center (6 Projects)	105,000
Museum /Ainsley House (2 Projects)	40,000
Service Center (3 Projects)	28,500
Parks (1 Project)	12,000
Subtotal	198,000
Account Total	331,000
7429 Maintenance & Operation of Equipment	
Miscellaneous:	
Radios, Overhead Doors, Elevators, High Lift, Ponds (Light Repair, Chlorine Tabs, Cleaning Equip.), Etc.	5,000
Routine Service & Repairs:	
Boilers & HVAC Units	22,000
Fire Alarm Equipment (Heat Detectors, Wiring, Horns, Etc.)	4,000
Fire Extinguisher Re-Charge Program (All City Buildings)	4,500
Microphone & General P.A. System Repairs (Council Chambers & Portable Units)	1,000
Service Agreements:	
Annual Check of Fire Alarm System	5,000
Burglar Alarm (Community Center)	1,500
Elevator Maintenance (City Hall, Community Center & Parking Garage)	9,500
Emergency Generators (City Hall, EOC, Service Center, Community Center & Portable) (New Generator at Community Center for Information Technology)	9,500
Emergency Lighting Systems (Theatre & Parking Garage)	2,000
Fire Alarm Monitoring (City Hall)	500
Fire Alarm Monitoring (Community Center)	1,700
Fire Alarm Monitoring (Parking Garage)	550
Heating, Ventilation, Air Conditioning (HVAC) Units	27,000
Panic Alarm Monitoring (City Hall)	550
	94,300
SUBTOTAL page 2	\$ 292,300

Description	FY 2017 Requested
7432 <u>Other Contractual Services</u>	
Custodial Services:	
Citizen Callouts for Janitorial Services	\$ 500
City Hall, Police Department, Service Center & Downtown Parking Garage	42,000
Community Center	215,000
Parks Buildings	51,000
Upholstery Cleaning	1,000
Battery & Light Recycling	1,500
Emergency Pool Service	1,000
Furniture Moving	2,500
Pest Control/Abatement (All Buildings)	2,000
Removal of Bio-Hazardous Waste	500
Window Washing - Semi-Annual (Ainsley House & Museum)	1,000
	318,000
7434 <u>Memberships, Dues, Books</u>	
Books, Reference & Training Manuals	200
7550 <u>User Charges - Motor Pool</u>	
Use of City Vehicles	15,146
7551 <u>User Charges - IT Pool</u>	
Use of Computer Hardware/Software; Phones & Photocopier/Fax	33,528
SUBTOTAL page 3	366,874
TOTAL Exhibit C-1	\$ 1,009,324



*City
Council
Report*

Item: 16.

Category: New Business

Date: June 7, 2016

TITLE: A Resolution of the City of Campbell Adopting Disclosure Policies and Procedures Related to the Issuance of Municipal Securities (Resolution/Roll Call Vote)

RECOMMENDATION

Staff recommends that the City Council take the following action:

1. **Adopt a Resolution**, approving the attached Disclosure Policies and Procedures related to issuance of municipal securities to ensure compliance with disclosure obligations of the City under federal securities law.

BACKGROUND

Federal Securities Law Requirements. At the time of initial issuance of publicly-sold bonds, issuers are obligated to provide to investors all material information about the bonds and not to omit or misstate any material facts. "Material" has been defined to mean any information a reasonable investor would take into consideration in buying or selling the bonds. This "anti-fraud" requirement is embodied in Section 10b of the Securities Exchange Act of 1934 (the "1934 Act"), and the Securities and Exchange Commission ("SEC") regulates compliance by issuers with the anti-fraud rule.

In addition, issuers are obligated to comply with certain continuing disclosure requirements pursuant to undertakings entered into in connection with the issuance of their bonds. These undertakings obligate issuers to provide annual reports that contain financial information (including audited financial statements, when available) and operating data and specific event notices to the Electronic Municipal Market Access system of the Municipal Securities Rulemaking Board. This continuing disclosure obligation arises under Rule 15c2-12 (the "Rule") promulgated by the SEC under the 1934 Act.

Recent Regulatory Activity. In recent years, the SEC has increased scrutiny of compliance by municipal issuers and underwriters with the Rule, including the requirement that initial disclosure documents for publicly-sold bonds disclose all instances by the issuer of material non-compliance with the Rule in the previous five-year period. In 2014, the SEC released an initiative to encourage the self-reporting by municipal issuers of any failures to accurately describe instances of material non-

compliance with continuing disclosure undertakings in previous official statements, and has begun announcing settlement terms pursuant to the initiative.

In addition, in most of the SEC's recent enforcement actions against municipal bond issuers, the SEC required issuers to adopt written disclosure policies and procedures and to receive periodic training on their obligations under federal securities laws.

DISCUSSION

Bond counsel recommended (i) initial training of the City Council and City staff about the applicable requirements of federal securities law and (ii) the adoption by the City Council of Disclosure Policies and Procedures. The Disclosure Policies and Procedures provide for the appointment of a Disclosure Coordinator, the review of disclosure documents before they are released to the public and the establishment of a system to ensure the timely filing of required information and the training of City staff.

At the Council meeting on May 3, 2016, Christopher Lynch, from Jones Hall, the City's bond counsel, provided the requisite training on disclosure obligations under federal securities law. At that meeting, the attached policies and procedures were reviewed with the Council and discussion ensued on the City's responsibilities and obligations in this area.

FISCAL IMPACT

None.

Prepared by:



Jesse Takahashi, Finance Director

Approved by:



Mark Linder, City Manager

Attachments:

1. Resolution
2. Disclosure Policies and Procedures

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CAMPBELL ADOPTING DISCLOSURE POLICIES AND PROCEDURES RELATED TO
ISSUANCE OF MUNICIPAL SECURITIES**

WHEREAS, the Securities and Exchange Commission (the "SEC") recommends that issuers of municipal bonds adopt policies and procedures related to disclosure to investors at the time securities are issued and continuing disclosure undertakings; and

WHEREAS, in response to the SEC's recommendations, and in order to better ensure compliance with federal securities laws and its continuing disclosure obligations, the City finds it desirable to adopt and maintain disclosure policies and procedures; and

WHEREAS, there has been presented to this City Council a proposed form of disclosure policies and procedures (the "Procedures");

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Campbell as follows:

Section 1. The City Council hereby approves and adopts the Procedures, including Exhibit A thereto, presented to the City Council.

Section 2. This resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED this 7th day of June, 2016, by the following roll call vote:

AYES : Councilmembers:

NOES : Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

APPROVED:

Jason T. Baker, Mayor

ATTEST:

Wendy Wood, City Clerk

CITY OF CAMPBELL

Disclosure Policies and Procedures

Article I *General*

These Disclosure Policies and Procedures (the “**Disclosure Procedures**”) of the City of Campbell (the “**City**”) are intended to ensure that the City is in compliance with all applicable federal and state securities laws.

Article II *Disclosure Coordinator*

The chief financial officer of the City shall be the disclosure coordinator of the City (the “**Disclosure Coordinator**”).

Article III *Review and Approval of Official Statements*

The Disclosure Coordinator of the City shall review any Official Statement prepared in connection with any debt issuance by the City in order to ensure there are no misstatements or omissions of material information in any sections that contain descriptions of information prepared by the City.

In connection with its review of the Official Statement, the Disclosure Coordinator shall consult with third parties, including outside professionals assisting the City, and all members of City staff, to the extent that the Disclosure Coordinator concludes they should be consulted so that the Official Statement will include all “material” information (as defined for purposes of federal securities law).

As part of the review process, the Disclosure Coordinator shall submit all Official Statements to the City Council for approval. The cover letter used by the Disclosure Coordinator to submit the Official Statements shall be in substantially the form of Exhibit A.

The approval of an Official Statement by the City Council shall be docketed as a new business matter and shall not be approved as a consent item. The City Council shall undertake such review as deemed necessary by the City Council, following consultation with the Disclosure Coordinator, to fulfill the City Council’s responsibilities under applicable federal and state securities laws. In this regard, the Disclosure Coordinator shall consult with the City’s disclosure counsel to the extent the Disclosure Coordinator considers appropriate.

Article IV

Continuing Disclosure Filings

Under the continuing disclosure undertakings that the City has entered into in connection with its debt offerings, the City is required each year to file annual reports with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") system in accordance with such undertakings. Such annual reports are required to include certain updated financial and operating information, and the City's audited financial statements.

The City is also required under its continuing disclosure undertakings to file notices of certain events with EMMA.

The Disclosure Coordinator is responsible for establishing a system (which may involve the retention of one or more consultants) by which:

- (i) the City will make the annual filings required by its continuing disclosure undertakings on a complete and timely basis, and
- (ii) the City will file notices of enumerated events on a timely basis.

Article V

Public Statements Regarding Financial Information

Whenever the City makes statements or releases information relating to its finances to the public that are reasonably expected to reach investors and the trading markets, the City is obligated to ensure that such statements and information are complete, true, and accurate in all material respects.

The City shall maintain an investor information page on the City's website. The investor information of the City's website shall include the following statement:

"The information on this Web site is not posted with the intention of reaching the investing public, including bondholders, rating analysts, investment advisors, or any other members of the investment community. The investing public should rely on the information posted by the City on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access (EMMA) system."

Article VI

Training

The Disclosure Coordinator shall ensure that the members of the City staff involved in the initial or continuing disclosure process and the City Council are properly trained to understand and perform their responsibilities.

The Disclosure Coordinator shall arrange for disclosure training sessions conducted by the City's disclosure counsel. Such training sessions shall include education on these Disclosure Procedures, the City's disclosure obligations under applicable federal and state securities laws and the disclosure responsibilities and potential liabilities of members of the City's staff and members of the City Council. Such training sessions may be conducted using a recorded presentation.

EXHIBIT A

Form of Staff Report

To: Members of the City Council

From:

Date: _____

This Staff Report relates to the proposed issuance of _____ (the "Obligations") by the City. The City Council is asked to approve issuance of the Obligations and all related documents. The near-final versions of these documents are attached.

The attached Preliminary Official Statement has been reviewed and approved for transmittal to the City Council by the City's financing team. The distribution of the Preliminary Official Statement by the City is subject to federal securities laws, including the Securities Act of 1933 and the Securities Exchange Act of 1934. These laws require the Preliminary Official Statement to include all facts that would be material to an investor in the Obligations. Material information is information that there is a substantial likelihood would have actual significance in the deliberations of the reasonable investor when deciding whether to buy or sell the Obligations. If the City Council concludes that the Preliminary Official Statement includes all facts that would be material to an investor in the Obligations, it must adopt a resolution that authorizes staff to execute a certificate to the effect that the Preliminary Official Statement has been "deemed final."

The Securities and Exchange Commission (the "SEC"), the agency with regulatory authority over the City's compliance with the federal securities laws, has issued guidance as to the duties of the City Council with respect to its approval of the Preliminary Official Statement. In its "Report of Investigation in the Matter of County of Orange, California as it Relates to the Conduct of the Members of the Board of Supervisors" (Release No. 36761 / January 24, 1996) (the "Release"), the SEC indicated that, if a member of the City Council has knowledge of any facts or circumstances that an investor would want to know about prior to investing in the Obligations, whether relating to their repayment, tax-exempt status, undisclosed conflicts of interest with interested parties, or otherwise, he or she should endeavor to discover whether such facts are adequately disclosed in the Preliminary Official Statement. In the Release, the SEC indicated that the steps that a member of the City Council could take include becoming familiar with the Preliminary Official Statement and questioning staff and consultants about the disclosure of such facts.

Section 1. *Purpose of Financing.*

Section 2. *Documents for Approval; Security for the Obligations.*

Section 3. *Risks Relating to Repayment and Tax-Exempt Status of the Obligations.*

Section 4. *Requested Approvals.*



*City IDA
Council & Board
Report Report*

Item: 17.
Category: New Business
Date: June 7, 2016

TITLE: Adoption of Resolution to establish the new “Campbell Joint Public Finance Authority” and authorize execution of a related Joint Powers Agreement (Resolutions/ Roll Call Vote)

RECOMMENDATION

That the City Council as the legislative body of the Campbell Industrial Development Authority and the City of Campbell adopt the attached resolutions authorizing the execution of a Joint Exercise of Powers Agreement establishing the Campbell Joint Public Finance Authority.

BACKGROUND

Impact of Dissolution Act on City of Campbell Public Financing Authority. In October 1999, the City of Campbell and the Campbell Redevelopment Agency entered into the joint powers agreement that formed the City of Campbell Public Financing Authority (a joint powers authority). Following the dissolution of redevelopment agencies, the parties to the joint powers agreement are the City and the Successor Agency.

Joint powers authorities like the City of Campbell Public Financing Authority provide assistance to local agencies in connection with public financing transactions, including general fund lease financings.

The Dissolution Act provides that the Successor Agency will terminate its existence within one year following the date when all debt of the Successor Agency has been retired or paid off. The final Successor Agency bond payment is October 1, 2033.

Formation of Campbell Joint Public Finance Authority. In order to ensure that the City will have access to a joint powers authority for assistance with future long-term financings, City staff proposes the formation of a new joint powers authority, known as the Campbell Joint Public Finance Authority (JPFA) between the City and the Campbell Industrial Development Authority (IDA). The members of the City Council will be the members of the JPFA’s board of directors governed by the City Council.

The statutory purpose of the IDA is to increase opportunities for useful employment or otherwise contribute to economic development. Staff believes that the IDA will advance this purpose by forming the JPFA with the City.

The City Council introduced the Ordinance forming the IDA during its April 5, 2016 meeting. The Ordinance to form the Campbell Industrial Development Authority was

adopted during the City Council meeting on April 19, 2016, along with a Resolution declaring the City Council as its Governing Board. The Ordinance became effective on May 19, 2016.

Articles 1 and 2, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies, by agreement, to exercise jointly powers common to the contracting parties. This is done via the execution of a joint exercise of powers agreement. Such an agreement, the subject of this evening's staff report, is entered into to facilitate the financing and/or refinancing of certain public programs, projects and public improvements.

Initial Transaction Involving the Campbell Joint Public Finance Authority. In October 1997, the City issued its \$13,480,000 1997 Refunding Certificates of Participation (Civic Center Project) ("1997 COPs") in order to refund the City's 1991 Certificates of Participation and to provide funds for certain street maintenance and improvement projects. The 1997 COPs are currently outstanding in the principal amount of \$12,565,000.

In July 2002, the City issued its \$11,930,843.30 2002 Refunding Certificates of Participation (Civic Center Project) ("2002 COPs"), as current interest certificates and capital appreciation certificates, in order to refund the City's 1993 Certificates of Participation and to provide partial funding for renovation and expansion of the City's Police Department and construction of an animal shelter. Presently, the current interest portion of the 2002 COPs is outstanding in the principal amount of \$2,420,000. The capital appreciation portion of the 2002 COPs is not subject to prepayment prior to maturity.

Under a repayment obligation (the "Advancement") between the City and the Successor Agency of the former Campbell Redevelopment Agency, the Successor Agency reimburses the City for approximately 42% of the City's debt service on the 1997 COPs and the 2002 COPs.

As it relates specifically to tonight's action, the City plans to cause the JPFA to issue lease revenue refunding bonds in order to refund the portion of the 1997 COPs and the 2002 COPs that is not payable from the Successor Agency's repayment of the Advancement portion. The refunding does not include the capital appreciation 2002 Certificates, which are not subject to prepayment prior to maturity. The Successor Agency has authorized the issuance of tax allocation bonds, to refinance the Advancement; which will result in the repayment of the remainder of the 1997 COPs and the current interest portion of the 2002 COPs.

The current outstanding par amount of the General Fund portion of the 1997 COPs and 2002 COPs that the City may prepay is \$8,781,210. The 1997 COPs and the current interest 2002 COPs are presently callable at par or 100%.

Based on current market conditions, it is anticipated that the refinancing will generate savings in excess of \$1.6 million over the remaining life of the indebtedness. The

average annual savings are estimated at more than \$140,000 per year. The actual savings will be determined at the time of sale of the refunding bonds. **The term of the refunding bonds is the same as the original term of the currently outstanding obligations and will not be extended.** These savings are net of the cost of issuance. The costs of issuance cover the fees of the municipal advisor, bond/disclosure counsel, escrow agent, trustee, rating agency, and other miscellaneous costs.

The following schedule details the historical and future steps necessary for the formation of the JPFA:

Date	Action	Responsible Party
April 5	Introduction of Ordinance forming IDA (Completed)	City Council
April 19	Adoption of Ordinance forming IDA and Resolution declaring City Council as Governing Board (Completed)	City Council
May 19	Ordinance becomes effective (Completed)	
June 7	Adoption of Resolution approving new JPA Agreement (Tonight's Action)	City Council
June 7	Adoption of Resolution approving new JPA Agreement and Resolution approving other organizational matters (Tonight's Action)	Industrial Development Authority
June 7	New JPA Agreement executed (Tonight's Action)	City and IDA

FISCAL IMPACT

This action has no fiscal impact, but merely establishes the JPFA in order to facilitate financing for public programs.

Prepared by: 

 Jesse Takahashi, Finance Director / Treasurer

Approved by: 

 Mark Linder, City Manager / Executive Director

Attachments:

1. City Council Resolution
2. IDA Resolution
3. Joint Powers Agreement

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY OF CAMPBELL CITY COUNCIL
AUTHORIZING THE EXECUTION OF A JOINT EXERCISE OF POWERS
AGREEMENT WITH THE CAMPBELL INDUSTRIAL DEVELOPMENT
AUTHORITY, ESTABLISHING THE CAMPBELL JOINT PUBLIC FINANCE
AUTHORITY**

WHEREAS, the Campbell Industrial Development Authority (the "Industrial Development Authority") and the City of Campbell (the "City") have proposed forming a joint powers authority under the provisions of Article 1 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California (the "Joint Powers Law"), for the purpose of creating a public agency which can provide financial assistance to the Industrial Development Authority and the City in connection with the construction of public capital improvements and other purposes specified in the Joint Powers Law; and

WHEREAS, to that end the City Council wishes at this time to approve the execution and delivery of a Joint Exercise of Powers Agreement between the Industrial Development Authority and the City, establishing the Campbell Joint Public Finance Authority as a joint powers authority under the Joint Powers Law;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Campbell as follows:

Section 1. Establishment of Campbell Joint Public Finance Authority. The City Council hereby approves the establishment of the Campbell Joint Public Finance Authority (the "Financing Authority") under the Joint Powers Law, pursuant to a Joint Exercise of Powers Agreement between the Industrial Development Authority and the City in the form on file with the City Clerk. The appropriate officers of the City are hereby authorized and directed to execute, and the City Clerk is hereby authorized and directed to attest and affix the seal of the City to, said Joint Exercise of Powers Agreement in the name and on behalf of the City.

Section 2. Authorization to Make Necessary Filings. The firm of Jones Hall, A Professional Law Corporation, as bond counsel to the City, is hereby authorized and directed to cause to be prepared, executed and filed any and all reports, statements and other documents as may be required in order to implement the establishment of the Financing Authority.

Section 3. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 7th day of June, 2016, by the following roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN : Councilmembers:

APPROVED:

Jason T. Baker, Mayor

ATTEST:

Wendy Wood, City Clerk

RESOLUTION NO. _____

CAMPBELL INDUSTRIAL DEVELOPMENT AUTHORITY

**A RESOLUTION OF THE CAMPBELL INDUSTRIAL DEVELOPMENT
AUTHORITY AUTHORIZING THE EXECUTION OF A JOINT EXERCISE OF
POWERS AGREEMENT WITH THE CITY OF CAMPBELL, ESTABLISHING
THE CAMPBELL JOINT PUBLIC FINANCE AUTHORITY**

WHEREAS, the Campbell Industrial Development Authority (the "Industrial Development Authority") and the City of Campbell (the "City") have proposed forming a joint powers authority under the provisions of Article 1 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California (the "Joint Powers Law"), for the purpose of creating a public agency which can provide financial assistance to the Industrial Development Authority and the City in connection with the construction of public capital improvements and other purposes specified in the Joint Powers Law; and

WHEREAS, to that end, the Industrial Development Authority wishes at this time to approve the execution and delivery of a Joint Exercise of Powers Agreement between the Industrial Development Authority and the City, establishing the Campbell Joint Public Finance Authority as a joint powers authority under the Joint Powers Law;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Campbell Industrial Development Authority as follows:

Section 1. Establishment of Campbell Joint Public Finance Authority. The Board of Directors of the Industrial Development Authority hereby approves the establishment of the Campbell Joint Public Finance Authority (the "Financing Authority") under the Joint Powers Law, pursuant to the Joint Exercise of Powers Agreement between the Industrial Development Authority and the City in the form on file with the Secretary of the Industrial Development Authority. The appropriate officers of the Industrial Development Authority are hereby authorized and directed to execute, and the Secretary of the Industrial Development Authority is hereby authorized and directed to attest and affix the seal of the Industrial Development Authority to, said Joint Exercise of Powers Agreement in the name and on behalf of the Industrial Development Authority.

Section 2. Authorization to Make Necessary Filings. The firm of Jones Hall, A Professional Law Corporation, as bond counsel to the City, is hereby authorized and directed to cause to be prepared, executed and filed any and all reports, statements and other documents as may be required in order to implement the establishment of the Financing Authority.

Section 3. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 7th day of June, 2016, by the following roll call vote:

AYES: Boardmembers:

NOES: Boardmembers:

ABSENT: Boardmembers:

ABSTAIN : Boardmembers:

APPROVED:

Jason T. Baker, Chairperson

ATTEST:

Wendy Wood, Secretary

JOINT EXERCISE OF POWERS AGREEMENT

Campbell Joint Public Finance Authority

This JOINT EXERCISE OF POWERS AGREEMENT (this "Agreement") dated as of June 7, 2016, is between the CITY OF CAMPBELL, a general law city duly organized and existing under the Constitution and laws of the State of California (the "City"), and the CAMPBELL INDUSTRIAL DEVELOPMENT AUTHORITY, a public body corporate and politic organized and existing under the laws of the State of California (the "Industrial Development Authority");

WITNESSETH:

WHEREAS, agencies formed under Article 1 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California (the "Joint Powers Law") are permitted to provide financing for any of their members in connection with the acquisition, construction and improvement of public capital improvements and other programs of such members; and

WHEREAS, the City and the Industrial Development Authority wish to form an agency under the Joint Powers Law, to be known as the Campbell Joint Public Finance Authority (the "Financing Authority"), for the purpose of providing an entity which can provide assistance to the Industrial Development Authority and the City in their respective financing undertakings;

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, the City and the Industrial Development Authority do hereby agree as follows:

ARTICLE I

GENERAL PROVISIONS

Section 1.01. Purpose. This Agreement is entered into pursuant to the Joint Powers Law. The purpose of this Agreement is to provide assistance to the City and the Industrial Development Authority (collectively, the "Members") from time to time in connection with their financing programs, or for any other financing purposes authorized under Article 4 of the Joint Powers Law (commencing with Section 6584) (the "Bond Act").

Section 1.02. Creation of Authority. Pursuant to the Joint Powers Law, there is hereby created a joint powers agency to be known as the Campbell Joint Public Finance Authority (the "Financing Authority"). The Financing Authority is a public entity separate and apart from the Members, and shall administer this Agreement. The Financing Authority shall be deemed to be created and to exist as an entity that is authorized to transact business and exercise its powers, upon the adoption of a resolution approving the execution and delivery of this Agreement by the Board of Directors of the Industrial Development Authority and the City Council of the City.

Section 1.03. Board.

(a) Composition of Board; Chair. The Financing Authority shall be governed by a Board of Directors (the "Board") consisting of five (5) directors. Each member of the City Council of the City shall be a member of the Board by virtue of being a member of the City Council of the City. All voting power of the Financing Authority shall reside in the Board.

The Mayor of the City shall act as the Chair of the Board. The Chair shall perform the duties normal to said office and such duties as may be imposed by the Board.

(b) Call, Notice and Conduct of Meetings. All meetings of the Board, including without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act of the State of California (constituting Chapter 9 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California).

(c) Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative votes of at least a majority of the Board members present at any meeting at which a quorum is present are required to take any action by the Board.

(d) Time and Place of Regular Meetings. The Board shall conduct a regular meeting on June 7, 2016, at the hour of 7:30 p.m. in the City Council chambers, 70 N. First St., Campbell, CA. Thereafter, the Board shall provide for its regular meetings. The date, hour and place of the holding of regular meetings shall be fixed by resolution of the Board and a copy of such resolution shall be filed with each of the Members. Unless otherwise provided, regular meetings shall be held on the same date and time as regular meetings of the City Council of the City. If the Secretary does not post an agenda for a regular meeting pursuant to Government Code Section 54954.21, then such failure to post shall be deemed to be a determination by the Chair that no items required discussion and, therefore, that the regular meeting should be cancelled, except as otherwise provided in Section 54954.2.

(e) Minutes. The Secretary shall cause to be kept minutes of the meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and to the Members.

(f) Bylaws. The Board may adopt, from time to time, such bylaws, rules and regulations for the conduct of its meetings as are necessary for the purposes hereof.

Section 1.04. Treasurer. Pursuant to Section 6505.5 of the Joint Powers Law, the person performing the functions of the Treasurer of the City is hereby designated as the initial Treasurer of the Financing Authority and, as such, shall perform the functions of the treasurer of the Financing Authority, as such functions are set forth in Section 6505.5 of the Joint Powers Law. Pursuant to Section 6505.1 of the Joint Powers Law, the Treasurer shall have charge of, handle and have access to all accounts, funds and money of the Financing Authority and all records of the Financing Authority relating thereto. As treasurer of the Financing Authority, the Treasurer has custody of all of the accounts, funds and money of the Financing Authority from whatever source.

In the event, but only in the event, that the Treasurer holds moneys for the account of the Financing Authority or the Members, the Treasurer shall verify and report in writing at least quarterly to the Board and the Members the amount of money so held, the amount of receipts since the last such report, and the amount paid out since the last such report.

Section 1.05. Auditor. Pursuant to Section 6505.5 of the Joint Powers Law, the person performing the functions of the Treasurer of the City is hereby designated as the initial Auditor of the Financing Authority and, as such, shall perform the functions of the auditor of the Financing Authority, as such functions are set forth in Section 6505.5 of the Joint Powers Law.

As auditor of the Financing Authority, the Auditor shall draw warrants to pay demands against the Financing Authority when the demands have been approved by the Board and shall assure that there is strict accountability of all funds and reporting of all receipts and disbursements of the Financing Authority.

Section 1.06. Other Officers and Employees of the Financing Authority.

(a) Other Officers. In addition to the Chair, the Treasurer and the Auditor, the officers of the Financing Authority shall consist of an Executive Director, a Secretary and a General Counsel, who shall consist of the City Manager, the City Clerk and the City Attorney, respectively. The Board may appoint such assistants to act in the place of the officers of the Authority (other than any Director) as the Board shall from time to time deem appropriate.

(b) Duties of Executive Director. The Executive Director shall perform such functions as are customary in the exercise of such a position, and as may be more specifically provided by the Board from time to time. The Executive Director shall have charge of the day-to-day administration of the Financing Authority and shall execute the directives of the Board. The Executive Director shall sign all contracts on behalf of the Financing Authority, except as may otherwise be provided by resolution of the Board.

(c) Duties of Secretary. The Secretary shall perform such functions as are customary in the exercise of such positions, and as may be more specifically provided by the Board from time to time. The Secretary shall have charge of the records of the Financing Authority and is responsible for recording the minutes of all meetings of the Board.

(d) Duties of General Counsel. The General Counsel shall perform such functions as are customary in the exercise of such positions, and as may be more specifically provided by the Board from time to time.

(e) Other Consultants and Contractors. The Board shall have the power to appoint and employ such other consultants and independent contractors as may be necessary for the purposes of this Agreement.

(f) Miscellaneous. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents, or employees of a public agency when performing their respective functions shall apply to

them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement.

None of the officers, agents, or employees directly employed by the Board shall be deemed, by reason of their employment by the Board to be employed by any of the Members or, by reason of their employment by the Board, to be subject to any of the requirements of any of the Members.

Section 1.07. Bonding of Officers. From time to time, the Board may designate officers of the Financing Authority having charge of, handling or having access to any records, funds or accounts or other assets of the Financing Authority, and the respective amounts of the official bonds of such officers and such other persons pursuant to Section 6505.1 of the Joint Powers Law. In the event that any officer of the Financing Authority is required to be bonded pursuant to this Section 1.07, such bond may be maintained as a part of or in conjunction with any other bond maintained on such person by any Member, it being the intent of this Section 1.07 not to require duplicate or over-lapping bonding requirements from those bonding requirements which are otherwise applicable to the Members.

ARTICLE II

POWERS

Section 2.01. General Powers. The Financing Authority shall exercise the powers granted to it under the Joint Powers Law, including but not limited to the powers set forth in the Bond Act and the powers common to each of the Members, as may be necessary to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 2.02. As provided in the Joint Powers Law, the Financing Authority is a public entity separate and apart from the Members.

Section 2.02. Restrictions on Exercise of Powers. The powers of the Financing Authority shall be exercised in the manner provided in the Joint Powers Law and in the Bond Act, and, except for the exercise of those powers set forth in the Bond Act, shall be subject (in accordance with Section 6509 of the Joint Powers Law) to the restrictions upon the manner of exercising such powers that are imposed upon the City.

Section 2.03. Non-Liability of Members and Directors For Obligations of Authority. The debts, liabilities and obligations of the Financing Authority shall not be the debts, liabilities and obligations of any of the Members. No member, officer, agent or employee of the Financing Authority is individually or personally liable for the payment of the principal of or premium or interest on any obligations of the Financing Authority or be subject to any personal liability or accountability by reason of any obligations of the Financing Authority. Nothing herein contained relieves any such member, officer, agent or employee from the performance of any official duty provided by law or by the instruments authorizing the issuance of any obligations of the Financing Authority.

In addition, no Member shall assume any liability or responsibility for any debts, liabilities or obligations which may be incurred by the other Member in connection with the issuance of bonds or other obligations of the Financing Authority for the benefit of such other Member.

ARTICLE III

CONTRIBUTIONS; ACCOUNTS AND REPORTS; FUNDS; ANNUAL BUDGET AND ADMINISTRATIVE EXPENSES

Section 3.01. Contributions. The Members may, but are not required to: (a) make contributions from their treasuries for any of the purposes set forth herein, (b) make payments of public funds to defray the cost of such purposes, (c) make advances of public funds for such purposes, such advances to be repaid as provided herein, or (d) use their personnel, equipment or property in lieu of other contributions or advances.

Section 3.02. Accounts and Reports. To the extent not covered by the duties assigned to a trustee chosen by the Financing Authority, the Treasurer shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any trust instrument entered into with respect to the proceeds of any bonds issued by the Financing Authority. The books and records of the Financing Authority in the hands of a trustee or the Treasurer shall be open to inspection at all reasonable times by representatives of any of the Members. The trustee appointed under any trust agreement shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of said trust agreement. Said trustee may be given such duties in said trust instrument as may be desirable to carry out this Agreement.

Section 3.03. Funds. Subject to the applicable provisions of any instrument or agreement which the Financing Authority may enter into, which may provide for a trustee to receive, have custody of and disburse Authority funds, the Treasurer shall receive, have the custody of and disburse Authority funds as nearly as possible in accordance with generally accepted accounting practices, shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement.

Section 3.04. Annual Budget and Administrative Expenses. The Board shall adopt a budget for administrative expenses, which shall include all expenses not included in any financing issue of the Authority, annually prior to July 1st of each year. The estimated annual administrative expenses of the Authority shall be allocated by the Authority to the Members equally.

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 4.01. Term. This Agreement shall become effective, and the Financing Authority shall come into existence, on the date of execution and delivery hereof, and this Agreement and the Financing Authority shall thereafter continue in full force and effect so long as either (a) any bonds or other obligations of the Authority remain outstanding or any material contracts to which the Financing Authority is a party remain in effect, or (b) the Financing Authority shall own any interest in any real or personal property.

Section 4.02. Disposition of Assets. Upon the termination of this Agreement, all property of the Financing Authority, both real and personal, shall be divided between the Members in such manner as agreed upon by the Members.

Section 4.03. Notices. Notices hereunder must in writing and will be sufficient if delivered to:

Industrial Development Authority of the
City of Campbell
70 N. First St.
Campbell, CA 95008
Attention: Executive Director

City of Campbell
70 N. First St.
Campbell, CA 95008
Attention: City Manager

Section 4.04. Section Headings. All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 4.05. Law Governing. This Agreement is made in the State of California under the Constitution and laws of the State of California, and is to be so construed.

Section 4.06. Amendments. This Agreement may be amended at any time, or from time to time, except as limited by contract with the owners of any bonds issued by the Financing Authority or by applicable regulations or laws of any jurisdiction having authority, by one or more supplemental agreements executed by all of the parties to this Agreement either as required in order to carry out any of the provisions of this Agreement or for any other purpose, including without limitation addition of new parties (including any legal entities or taxing areas heretofore or hereafter created) in pursuance of the purposes of this Agreement.

Section 4.07. Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Section 4.08. Successors. This Agreement is binding upon and inures to the benefit of the successors of the respective Members. No Member may assign any right or obligation hereunder without the written consent of the other Member.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed, as of the day and year first above written.

CITY OF CAMPBELL

By _____
City Manager

[S E A L]

Attest:

City Clerk

**CAMPBELL INDUSTRIAL
DEVELOPMENT AUTHORITY**

By _____
Treasurer

[S E A L]

Attest:

Secretary



*JPFA
Board
Report*

Item: 18.

Category: New Business

Date: June 7, 2016

TITLE: Approval of Resolution of the Board of Directors of the Campbell Joint Public Finance Authority authorizing the issuance and sale of refunding lease revenue bonds to refinance certain outstanding 1997 Certificates of Participation and 2002 Certificates of Participation and approving related documents and official actions (Resolution / Roll Call Vote)

RECOMMENDATION

That the Board of Directors adopt the attached resolution authorizing the issuance and sale of lease revenue bonds to refinance certain outstanding certificates of participation and approving related documents and actions.

BACKGROUND

In October 1997, the City issued its \$13,480,000 1997 Refunding Certificates of Participation (Civic Center Project) (the "1997 COPs"), in order to refund the City's 1991 Certificates of Participation and to provide funds for certain street maintenance and improvement projects. The 1997 COPs are currently outstanding in the principal amount of \$12,565,000.

In July 2002, the City issued its \$11,930,843.30 2002 Refunding Certificates of Participation (Civic Center Project) (the "2002 COPs"), as current interest and capital appreciation certificates, in order to refund the City's 1993 Certificates of Participation and to provide partial funding for renovation and expansion of the City's Police Department and construction of an animal shelter. The current interest portion of the 2002 COPs is currently outstanding in the principal amount of \$2,420,000. The capital appreciation portion of the 2002 COPs is not subject to prepayment.

Under a repayment obligation (the "Advancement") between the City and the Successor Agency of the former Campbell Redevelopment Agency, the Successor Agency reimburses the City for approximately 42% of the debt service on the 1997 COPs and the 2002 COPs.

The City is planning to refund the portion of the 1997 COPs and the current interest 2002 COPs that is not payable from the Successor Agency's repayment of the Advancement, to the extent that the refunding of that portion produces positive savings. The refunding does not include the capital appreciation 2002 Certificates, which are not subject to prepayment prior to maturity. The Successor Agency has authorized the issuance of tax allocation refunding bonds to refinance the Advancement, which will result in the repayment of the remainder of the 1997 COPs and the current interest 2002 COPs. The current outstanding par amount of the 1997 COPs and the 2002 COPs that the city may prepay is \$8,781,210. The 1997 COPs and the current interest 2002 COPs are presently callable at par or 100%.

DISCUSSION

The purpose for refunding the outstanding 1997 COPs and current interest 2002 COPs is to reduce the interest rate and generate savings to the City's General Fund.

Adoption of tonight's resolution will approve all required documents to be executed by the Authority related to the issuance and sale of the refunding bonds:

- Indenture of Trust
- Site Lease
- Lease Agreement
- Assignment Agreement
- Preliminary Official Statement
- Bond Purchase Agreement

FISCAL IMPACT

Based on current market conditions, it is anticipated that the refinancing will generate savings in excess of \$1.6 million over the remaining life of the indebtedness. The average annual savings are estimated at more than \$140,000 per year. The actual savings will be determined at the time of sale of the refunding bonds. **The term of the refunding bonds is the same as the original term of the currently outstanding obligations and will not be extended.** These savings are net of the cost of issuance. The costs of issuance cover the fees of the municipal advisor, bond/disclosure counsel, escrow agent, trustee, rating agency, and other miscellaneous costs. All the cost of issuance fees are only incurred if the refinancing is approved, except for the costs of the rating agency. Both agreements of the municipal advisor and bond/disclosure counsel are contingent on the refinancing of the bonds.

Prepared by:  Sharif Etman for
Jesse Takahashi, Finance Director

Approved by: 
Mark Linder, Executive Director

Attachments:

1. Resolution
2. Indenture of Trust
3. Site Lease
4. Lease Agreement
5. Assignment Agreement
6. Preliminary Official Statement
7. Bond Purchase Agreement

RESOLUTION NO. ____**RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAMPBELL
JOINT PUBLIC FINANCE AUTHORITY AUTHORIZING THE ISSUANCE
AND SALE OF ONE OR MORE SERIES 2016 REFUNDING LEASE
REVENUE BONDS TO REFINANCE CERTAIN OUTSTANDING 1997
CERTIFICATES OF PARTICIPATION AND 2002 CERTIFICATES OF
PARTICIPATION AND APPROVING RELATED DOCUMENTS AND
OFFICIAL ACTIONS**

WHEREAS, the City of Campbell (the "City") is a party to a Trust Agreement dated as of October 1, 1997, with the City of Campbell Successor Agency (the "Successor Agency") and U.S. Bank, National Association, as successor trustee, under which \$13,480,000 aggregate principal amount of 1997 Refunding Certificates of Participation (Civic Center Project) (the "1997 Certificates"), were executed and delivered; and

WHEREAS, the City is also a party to a Trust Agreement, dated as of July 1, 2002, with the Successor Agency, and the U.S. Bank National Association, as successor trustee, under which \$11,930,843.30 2002 Refunding Certificates of Participation (the "2002 Certificates"), a portion of which are current interest certificates and a portion of which are capital appreciation certificates, were executed and delivered; and

WHEREAS, the Successor Agency expects to issue its City of Campbell Successor Agency 2016 Tax Allocation Refunding Bonds in order to refinance (i) certain of its outstanding bonds and (ii) an obligation to repay an advance (the "Successor Agency Repayment Obligation") made by the City of Campbell to the Successor Agency, pursuant to a Third Amended and Restated Indebtedness Agreement, dated as of July 1, 2002, by and between the City and the Successor Agency, which repayments are payable directly to (A) U.S. Bank National Association, as trustee with respect to the 1997 Certificates and (B) U.S. Bank National Association, as trustee with respect to the 2002 Certificates; and

WHEREAS, the Successor Agency Repayment Obligation only includes a portion of the 1997 Certificates and the 2002 Certificates; and

WHEREAS, in order to take advantage of prevailing bond market conditions, the City Council wishes to authorize the refinancing of the portion of the outstanding 1997 Certificates and the portion of the outstanding 2002 Certificates not included in the Successor Agency Repayment Obligation (not including the capital appreciation 2002 Certificates, which are not subject to prepayment prior to maturity, the "Prior Certificates"); and

WHEREAS, to that end, the City has proposed to lease certain real property (the "Leased Property") to the Campbell Joint Public Finance Authority (the "Authority") in consideration of the payment by the Authority of an upfront rental payment which is sufficient to provide funds to refinance the Prior Certificates; and

WHEREAS, in order to raise funds for such purpose, the Authority proposes to issue and sell one or more series of its Campbell Joint Public Finance Authority 2016 Refunding Lease Revenue Bonds in the aggregate principal amount of not to exceed \$10,000,000 (the "Refunding Bonds") under Article 4 of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, commencing with Section 6584 of said Code (the "Bond Law"); and

WHEREAS, in order to secure the payments of principal of and interest on the Refunding Bonds, the Authority proposes to lease the Leased Property back to the City under a Lease Agreement (the "Lease Agreement"), under which the City is obligated to pay semiannual lease payments as rental for the Leased Property, and the Authority will assign substantially all of its rights under the Lease Agreement to The Bank of New York Mellon Trust Company, N.A., as trustee for the Refunding Bonds (the "Trustee"); and

WHEREAS, the Board of Directors wishes at this time to approve all proceedings to which it is a party relating to the issuance and sale of the Refunding Bonds and assist the City in the refinancing of the Prior Certificates;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Campbell Joint Public Finance Authority as follows:

SECTION 1. Issuance of Refunding Bonds. The Board of Directors hereby authorizes the issuance of the Refunding Bonds under the Bond Law in the maximum principal amount of \$10,000,000, for the purpose of providing funds to refinance the Prior Certificates. The Refunding Bonds shall be issued under the Bond Law and the Indenture of Trust that is approved below.

SECTION 2. Approval of Related Financing Agreements. The Board of Directors hereby approves each of the following agreements required for the issuance and sale of the Refunding Bonds and the refinancing of the Prior Certificates, in substantially the respective forms on file with the Secretary together with any changes therein or additions thereto deemed advisable by the Chair, the Executive Director, the Secretary, the Treasurer or the General Counsel (each, an "Authorized Officer"), whose execution thereof shall be conclusive evidence of the approval of any such changes or additions. An Authorized Officer is hereby authorized and directed for and on behalf of the Authority to execute, and the Secretary is hereby authorized and directed to attest, the final form of each such agreement, as follows:

- Indenture of Trust, between the Authority and the Trustee, setting forth the terms and provisions relating to the Refunding Bonds.
- Site Lease, between the City as lessor and the Authority as lessee, under which the City leases the Leased Property to the Authority in consideration of the payment of an amount which will be applied by the City to refinance the Prior Certificates.
- Lease Agreement, between the Authority as lessor and the City as lessee, under which the Authority leases the Leased Property back to the City and the City agrees to pay semiannual lease payments which are sufficient to provide revenues with which to pay principal of and interest on the Refunding Bonds when due; and
- Assignment Agreement, between the Authority and the Trustee, whereby the Authority assigns certain of its rights under the Lease Agreement to the Trustee for the benefit of the Refunding Bond owners.

SECTION 3. Negotiated Sale of Refunding Bonds. The Board of Directors hereby authorizes and directs the negotiated sale of the Refunding Bonds to Raymond James & Associates, Inc. (the "Underwriter"). The Refunding Bonds shall be sold pursuant to the

terms and provisions of a Bond Purchase Agreement among the Authority, the City and the Underwriter in substantially the form on file with the City Clerk together with any changes therein or additions thereto deemed advisable by an Authorized Officer. The Refunding Bonds shall be sold at such price and shall bear interest at such rates as shall produce, after accounting for the costs of the issuing the Refunding Bonds, positive cash flow savings to the City, as such savings shall be verified and conclusively determined by the City's Municipal Advisor. The Underwriter's discount shall not exceed 0.4%.

SECTION 4. Official Statement. The Board of Directors hereby approves the preliminary Official Statement describing the Refunding Bonds in substantially the form on file with the Secretary. Any Authorized Officer is hereby authorized and directed to approve any changes in or additions to said preliminary Official Statement and to execute an appropriate certificate stating the Authorized Officer's determination that the preliminary Official Statement (together with any changes therein or additions thereto) has been deemed nearly final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934. Distribution of the preliminary Official Statement by the Underwriter is hereby approved. Any Authorized Officer is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by an Authorized Officer shall be conclusive evidence of approval of any such changes and additions. The Board of Directors hereby authorizes the distribution of the final Official Statement by the Underwriter. The final Official Statement shall be executed on behalf of the Authority by the Executive Director.

SECTION 5. Official Actions. The Chairperson, the Executive Director, the Treasurer, the General Counsel, the Secretary and all other officers of the Authority are each authorized and directed on behalf of the Authority to make any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance and other documents, which they or any of them deem necessary or appropriate in order to consummate any of the transactions contemplated by the agreements and documents approved under this Resolution. An Authorized Officer may revise the identity of the Leased Property as necessary in order to accomplish the purposes of this Resolution. Whenever in this resolution any officer of the Authority is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable.

SECTION 6. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 7th day of June, 2016, at a regular meeting of the Authority, by the following roll call vote:

AYES: Boardmembers:

NOES: Boardmembers:

ABSENT: Boardmembers:

ABSTAIN: Boardmembers:

APPROVED:

Jason T. Baker, Chair

ATTEST:

Wendy Wood, Secretary

INDENTURE OF TRUST

Dated as of _____ 1, 2016

between

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

and the

CAMPBELL JOINT PUBLIC FINANCE AUTHORITY

Authorizing the Issuance of

\$ _____
Campbell Joint Public Finance Authority
2016 Refunding Lease Revenue Bonds

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INDENTURE OF TRUST

This INDENTURE OF TRUST (this "**Indenture**"), dated for convenience as of _____ 1, 2016, is between the CAMPBELL JOINT PUBLIC FINANCE AUTHORITY, a joint powers authority duly organized and existing under the laws of the State of California (the "**Authority**"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized and existing under the laws of the United States of America, with a corporate trust office in _____, being qualified to accept and administer the trusts hereby created (the "**Trustee**").

BACKGROUND:

1. The City previously caused the execution and delivery of its 1997 Refunding Certificates of Participation (Civic Center Project) in the aggregate initial principal amount of \$13,480,000 (the "**1997 Certificates**"), pursuant to a Trust Agreement dated as of October 1, 1997, with the City of Campbell Successor Agency (the "**Successor Agency**") and U.S. Bank, National Association, as successor trustee, for the purpose of (i) refunding on an advance basis all of the remaining undefeased portion of the City's outstanding Certificates of Participation (Civic Center Project) executed and delivered in November 1991 and (ii) funding street capital improvements in the City

2. The City previously caused the execution and delivery of its 2002 Refunding Certificates of Participation (Civic Center Project), pursuant to a Trust Agreement, dated as of July 1, 2002, with the Successor Agency, and the U.S. Bank National Association, as successor trustee in the aggregate initial principal amount of \$11,930,843.30 (the "**2002 Certificates**"), a portion of which are current interest certificates and a portion of which are capital appreciation certificates, for the purpose of (i) refunding on a current basis all of the City's outstanding 1993 Certificates of Participation (Civic Center Project) executed and delivered in November 1993, (ii) funding capital improvements in the City, and (iii) providing for a reserve fund and paying the costs of issuance of the 2002 Certificates.

3. The Successor Agency expects to issue its City of Campbell Successor Agency 2016 Tax Allocation Refunding Bonds in order to refinance (i) certain of its outstanding bonds and (ii) an obligation to repay an advance (the "**Successor Agency Repayment Obligation**") made by the City of Campbell to the Successor Agency, pursuant to a Third Amended and Restated Indebtedness Agreement, dated as of July 1, 2002, by and between the City and the Successor Agency, which repayments are payable directly to (A) U.S. Bank National Association, as trustee with respect to the 1997 Certificates and (B) U.S. Bank National Association, as trustee with respect to the 2002 Certificates.

4. The Successor Agency Repayment Obligation only includes a portion of the 1997 Certificates and the 2002 Certificates.

5. The City is proceeding to prepay the portion of its outstanding 1997 Certificates and the portion of its outstanding 2002 Certificates not included in the Successor Agency Repayment Obligation (not including the capital appreciation 2002

Certificates, which are not subject to prepayment prior to maturity, the "**Prior Certificates**").

6. To that end, the City has leased the real property constituting its _____ (the "**Leased Property**"), to the Authority under a Site Lease dated as of _____ 1, 2016 (the "**Site Lease**"), in consideration of the payment by the Authority of an upfront rental payment (the "**Site Lease Payment**") which is sufficient to provide funds for the prepayment of the Prior Certificates.

7. The Authority has authorized the issuance of its Campbell Joint Public Finance Authority 2016 Refunding Lease Revenue Bonds in the aggregate principal amount of \$_____ (the "**Bonds**") under this Indenture for the purpose of providing the funds to enable the Authority to pay the Site Lease Payment to the City in accordance with the Site Lease.

8. In order to provide revenues which are sufficient to enable the Authority to pay debt service on the Bonds, the Authority has leased the Leased Property back to the City under a Lease Agreement dated as of _____ 1, 2016 (the "**Lease**"), under which the City has agreed to pay semiannual Lease Payments as the rental for the Leased Property thereunder.

9. The lease payments made by the City under the Lease have been assigned by the Authority to the Trustee for the security of the Bonds under an Assignment Agreement, dated as of _____ 1, 2016, between the Authority as assignor and the Trustee as assignee.

10. In order to provide for the authentication and delivery of the Bonds, to establish and declare the terms and conditions upon which the Bonds are to be issued and to secure the payment of the principal thereof, premium (if any) and interest thereon, the Authority has authorized the execution and delivery of this Indenture.

11. The Authority has found and determined, and hereby affirms, that all acts and proceedings required by law necessary to make the Bonds, when executed by the Authority, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal special obligations of the Authority, and to constitute this Indenture a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of this Indenture have been in all respects duly authorized.

A G R E E M E N T :

In order to secure the payment of the principal of and the interest and redemption premium (if any) on all the Outstanding Bonds under this Indenture according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Bonds are to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the Owners thereof, and for other valuable considerations, the receipt of which is hereby acknowledged, the Authority and the Trustee do hereby

covenant and agree with one another, for the benefit of the respective Owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

SECTION 1.01. *Definitions.* Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms defined in Appendix A attached to this Indenture have the respective meanings specified in that Appendix when used in this Indenture.

SECTION 1.02. *Authorization.* Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Indenture, and has taken all actions necessary to authorize the execution hereof by the officers and persons signing it.

SECTION 1.03. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II

THE BONDS

SECTION 2.01. *Authorization of Bonds.* The Authority has reviewed all proceedings heretofore taken and has found, as a result of such review, and hereby finds and determines that all things, conditions and acts required by law to exist, happen or be performed precedent to and in connection with the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the Authority is now duly empowered, under each and every requirement of law, to issue the Bonds in the manner and form provided in this Indenture.

The Authority hereby authorizes the issuance of Bonds in the aggregate principal amount of \$_____ under the Bond Law for the purposes of providing funds to pay the Site Lease Payment to the City and thereby provide funds to prepay the Prior Certificates. The Bonds are authorized and issued under, and are subject to the terms of, this Indenture and the Bond Law. The Bonds are designated the "Campbell Joint Public Finance Authority 2016 Refunding Lease Revenue Bonds."

SECTION 2.02. *Terms of the Bonds.*

(a) Payment Provisions. The Bonds shall be issued in fully registered form without coupons in denominations of \$5,000 or any integral multiple thereof, so long as no Bond has more than one maturity date. The Bonds shall mature on October 1 in each of the years and in the amounts, and bear interest (calculated on the basis of a 360-day year of twelve 30-day months) at the rates, as follows:

<u>Maturity Date</u> <u>(October 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Maturity Date</u> <u>(October 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
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Interest on the Bonds is payable from the Interest Payment Date next preceding the date of authentication thereof unless:

- (a) a Bond is authenticated on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event it will bear interest from such Interest Payment Date,
- (b) a Bond is authenticated on or before the first Record Date, in which event interest thereon will be payable from the Closing Date, or
- (c) interest on any Bond is in default as of the date of authentication thereof, in which event interest thereon will be payable from the date to which interest has been paid in full, payable on each Interest Payment Date.

Interest is payable on each Interest Payment Date to the persons in whose names the ownership of the Bonds is registered on the Registration Books at the close of business on the immediately preceding Record Date, except as provided below. Interest on any Bond which is not punctually paid or duly provided for on any Interest Payment Date is payable to the person in whose name the ownership of such Bond is registered on the Registration Books at the close of business on a special record date for the payment of such defaulted interest to be fixed by the Trustee, notice of which is given to such Owner by first-class mail not less than 10 days prior to such special record date.

The Trustee will pay interest on the Bonds by check of the Trustee mailed by first class mail, postage prepaid, on each Interest Payment Date to the Owners of the Bonds at their respective addresses shown on the Registration Books as of the close of

business on the preceding Record Date. At the written request of the Owner of Bonds in an aggregate principal amount of at least \$1,000,000, which written request is on file with the Trustee as of any Record Date, the Trustee will pay interest on such Bonds on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account of a financial institution within the United States of America as specified in such written request, which written request will remain in effect until rescinded in writing by the Owner. The Trustee will pay principal of the Bonds in lawful money of the United States of America by check of the Trustee upon presentation and surrender thereof at the Office of the Trustee.

SECTION 2.03. *Transfer and Exchange of Bonds.*

(a) Transfer. Any Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by a duly authorized attorney of such person, upon surrender of such Bond to the Trustee at its Office for cancellation, accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. The Trustee shall require the Owner requesting such transfer to pay any tax or other governmental charge required to be paid with respect to such transfer. Whenever any Bond or Bonds shall be surrendered for transfer, the Authority shall execute and the Trustee shall authenticate and deliver to the transferee a new Bond or Bonds of like series, interest rate, maturity and aggregate principal amount. The Authority shall pay the cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any transfer of Bonds.

(b) Exchange. The Bonds may be exchanged at the Office of the Trustee for a like aggregate principal amount of Bonds of other authorized denominations and of the same series, interest rate and maturity. The Trustee shall require the Owner requesting such exchange to pay any tax or other governmental charge required to be paid with respect to such exchange. The Authority shall pay the cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any exchange of Bonds.

(c) Limitations. The Trustee may refuse to transfer or exchange, under the provisions of this Section 2.03, any Bonds selected by the Trustee for redemption under Article IV, or any Bonds during the period established by the Trustee for the selection of Bonds for redemption.

SECTION 2.04. *Book-Entry System.*

(a) Original Delivery. The Bonds will be initially delivered in the form of a separate single fully registered bond (which may be typewritten) for each maturity of the Bonds. Upon initial delivery, the Trustee shall register the ownership of each Bond on the Registration Books in the name of the Nominee. Except as provided in subsection (c), the ownership of all of the Outstanding Bonds shall be registered in the name of the Nominee on the Registration Books.

With respect to Bonds the ownership of which shall be registered in the name of the Nominee, the Authority and the Trustee has no responsibility or obligation to any Depository System Participant or to any person on behalf of which the Nominee holds an interest in the Bonds. Without limiting the generality of the immediately preceding sentence, the Authority and the Trustee has no responsibility or obligation with respect

to (i) the accuracy of the records of the Depository, the Nominee or any Depository System Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Depository System Participant or any other person, other than a Bond Owner as shown in the Registration Books, of any notice with respect to the Bonds, including any notice of redemption, (iii) the selection by the Depository of the beneficial interests in the Bonds to be redeemed if the Authority elects to redeem the Bonds in part, (iv) the payment to any Depository System Participant or any other person, other than a Bond Owner as shown in the Registration Books, of any amount with respect to principal, premium, if any, or interest on the Bonds or (v) any consent given or other action taken by the Depository as Owner of the Bonds. The Authority and the Trustee may treat and consider the person in whose name each Bond is registered as the absolute owner of such Bond for the purpose of payment of principal of and premium, if any, and interest on such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers of ownership of such Bond, and for all other purposes whatsoever. The Trustee shall pay the principal of and the interest and premium, if any, on the Bonds only to the respective Owners or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge all obligations with respect to payment of principal of and interest and premium, if any, on the Bonds to the extent of the sum or sums so paid. No person other than a Bond Owner shall receive a Bond evidencing the obligation of the Authority to make payments of principal, interest and premium, if any, under this Indenture. Upon delivery by the Depository to the Authority of written notice to the effect that the Depository has determined to substitute a new Nominee in its place, and subject to the provisions herein with respect to Record Dates, such new nominee shall become the Nominee hereunder for all purposes; and upon receipt of such a notice the Authority shall promptly deliver a copy of the same to the Trustee.

(b) Representation Letter. In order to qualify the Bonds for the Depository's book-entry system, the Authority shall execute and deliver to such Depository a letter representing such matters as shall be necessary to so qualify the Bonds. The execution and delivery of such letter shall not in any way limit the provisions of subsection (a) above or in any other way impose upon the Authority or the Trustee any obligation whatsoever with respect to persons having interests in the Bonds other than the Bond Owners. Upon the written acceptance by the Trustee, the Trustee shall agree to take all action reasonably necessary for all representations of the Trustee in such letter with respect to the Trustee to at all times be complied with. In addition to the execution and delivery of such letter, the Authority may take any other actions, not inconsistent with this Indenture, to qualify the Bonds for the Depository's book-entry program.

(c) Transfers Outside Book-Entry System. If either (i) the Depository determines not to continue to act as Depository for the Bonds, or (ii) the Authority determines to terminate the Depository as such, then the Authority shall thereupon discontinue the book-entry system with such Depository. In such event, the Depository shall cooperate with the Authority and the Trustee in the issuance of replacement Bonds by providing the Trustee with a list showing the interests of the Depository System Participants in the Bonds, and by surrendering the Bonds, registered in the name of the Nominee, to the Trustee on or before the date such replacement Bonds are to be issued. The Depository, by accepting delivery of the Bonds, agrees to be bound by the provisions of this subsection (c). If, prior to the termination of the Depository acting as such, the Authority fails to identify another Securities Depository to replace the Depository, then the Bonds shall no longer be required to be registered in the

Registration Books in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging Bonds shall designate, in accordance with the provisions hereof.

If the Authority determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Authority may notify the Depository System Participants of the availability of such certificated Bonds through the Depository. In such event, the Trustee will issue, transfer and exchange Bonds as required by the Depository and others in appropriate amounts; and whenever the Depository requests, the Trustee and the Authority shall cooperate with the Depository in taking appropriate action (y) to make available one or more separate certificates evidencing the Bonds to any Depository System Participant having Bonds credited to its account with the Depository, or (z) to arrange for another Securities Depository to maintain custody of a single certificate evidencing such Bonds, all at the Authority's expense.

(d) Payments to the Nominee. Notwithstanding any other provision of this Indenture to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with respect to principal of and interest and premium, if any, on such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the letter described in subsection (b) of this Section or as otherwise instructed by the Depository.

SECTION 2.05. *Registration Books.* The Trustee will keep or cause to be kept, at the Office of the Trustee, sufficient records for the registration and transfer of ownership of the Bonds, which shall upon reasonable notice as agreed to by the Trustee, be open to inspection during regular business hours by the Authority; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such records, the ownership of the Bonds as hereinbefore provided.

SECTION 2.06. *Form and Execution of Bonds.* The Bonds, the form of Trustee's certificate of authentication, and the form of assignment to appear thereon, are set forth in Appendix B attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Indenture.

The Chair of the Authority shall execute, and the Secretary of the Authority shall attest each Bond. Either or both of such signatures may be made manually or may be affixed by facsimile thereof. If any officer whose signature appears on any Bond ceases to be such officer before the Closing Date, such signature will nevertheless be as effective as if the officer had remained in office until the Closing Date. Any Bond may be signed and attested on behalf of the Authority by such persons as at the actual date of the execution of such Bond are the proper officers of the Authority, duly authorized to execute debt instruments on behalf of the Authority, although on the date of such Bond any such person was not an officer of the Authority.

Only those Bonds bearing a certificate of authentication in the form set forth in Appendix B, manually executed and dated by the Trustee, are valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of the Trustee is

conclusive evidence that such Bonds have been duly authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

SECTION 2.07. *Bonds Mutilated, Lost, Destroyed or Stolen.* If any Bond is mutilated, the Authority, at the expense of the Owner of such Bond, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. The Trustee shall cancel every mutilated Bond surrendered to it and deliver such mutilated Bond to, or upon the order of, the Authority. If any Bond is lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence is satisfactory and if indemnity satisfactory to the Trustee is given, the Authority, at the expense of the Owner, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen. The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Bond issued under this Section and of the expenses which may be incurred by the Trustee in connection therewith. Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen will constitute an original additional contractual obligation on the part of the Authority whether or not the Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Indenture with all other Bonds issued under this Indenture.

Notwithstanding any other provision of this Section 2.07, in lieu of delivering a new Bond for which principal has become due for a Bond which has been mutilated, lost, destroyed or stolen, the Trustee may make payment of such Bond in accordance with its terms upon receipt of indemnity satisfactory to the Trustee.

ARTICLE III

ISSUANCE OF BONDS; APPLICATION OF PROCEEDS

SECTION 3.01. *Issuance of the Bonds.* At any time after the execution of this Indenture, the Authority may execute and the Trustee shall authenticate and, upon the Written Request of the Authority, deliver the Bonds to the Original Purchaser.

SECTION 3.02. *Application of Proceeds of Sale of Bonds; Transfer of Prior Funds.* Upon the receipt of payment for the Bonds in the amount of \$_____ on the Closing Date, the Trustee shall deposit the proceeds thereof into a temporary account, which shall be disbursed in full on the Closing Date (whereupon said temporary account shall be closed) as follows:

- (a) The Trustee shall deposit the amount of \$_____ into the Costs of Issuance Fund.
- (b) The Trustee shall transfer the amount of \$_____, constituting the remainder of such proceeds and representing the full amount of the

Site Lease Payment, to the Prior Trustee for application pursuant to the Escrow Agreement.

In addition to the foregoing transfers, on the Closing Date the Prior Trustee will withdraw the amount of \$_____ from the funds and accounts established for the Prior Certificates and deposit such amounts into the Escrow Fund for application pursuant to the Escrow Agreement.

SECTION 3.03. *Establishment and Application of Costs of Issuance Fund.* The Trustee shall establish, maintain and hold in trust a separate fund designated as the "Costs of Issuance Fund" into which the Trustee shall deposit a portion of the proceeds of sale of the Bonds under Section 3.02(a). The Trustee shall disburse amounts in the Costs of Issuance Fund from time to time to pay the Costs of Issuance upon submission of a Written Requisition of the Authority stating the person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against said fund. Each such Written Requisition of the Authority shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts. The Trustee may conclusively rely on such Written Requisitions and shall be fully protected in relying thereon. On _____, 2016, or upon the earlier Written Request of the Authority, the Trustee shall transfer all amounts remaining in the Costs of Issuance Fund to the Interest Account and shall thereupon close the Costs of Issuance Fund.

SECTION 3.04. *Validity of Bonds.* The recital contained in the Bonds that the same are issued under the Constitution and laws of the State of California shall be conclusive evidence of their validity and of compliance with the provisions of law in their issuance.

ARTICLE IV

REDEMPTION OF BONDS

SECTION 4.01. *Terms of Redemption.*

[(a) Optional Redemption. The Bonds maturing on or before October 1, 2026 are not subject to optional redemption prior to their stated maturity. The Bonds maturing on or after October 1, 2027, are subject to redemption, as a whole or in part at the election of the Authority among maturities on such basis as designated by the Authority and by lot within a maturity, at the option of the Authority, on April 1, 2026, and on any date thereafter, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed, together with accrued interest thereon to the date fixed for redemption, without premium.

The Authority must give the Trustee written notice of its intention to redeem Bonds under this subsection (a), and the manner of selecting such Bonds for redemption from among the maturities thereof, in sufficient time to enable the Trustee to give notice of such redemption in accordance with Section 4.03.]

(b) Special Mandatory Redemption From Insurance or Condemnation Proceeds. The Bonds are subject to redemption as a whole, or in part on a pro rata basis among maturities, on any date, from any Net Proceeds required to be used for such purpose as provided in Section 5.07, at a redemption price equal to 100% of the principal amount thereof plus interest accrued thereon to the date fixed for redemption, without premium.

(c) Mandatory Sinking Fund Redemption. The Term Bonds are subject to mandatory redemption in part by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts and on October 1 in the respective years as set forth in the following tables; *provided, however,* that if some but not all of the Term Bonds have been redeemed under subsections (a) or (b) of this Section, the total amount of all future sinking fund payments shall be reduced by the aggregate principal amount of the Term Bonds so redeemed, to be allocated among such sinking fund payments on a pro rata basis in integral multiples of \$5,000 (as set forth in a schedule provided by the Authority to the Trustee).

Mandatory Sinking Fund Redemption of
Term Bonds Maturing October 1, 20

Sinking Fund Redemption Date <u>(October 1)</u>	Principal Amount <u>To Be Redeemed</u>
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Mandatory Sinking Fund Redemption of
Term Bonds Maturing October 1, 20

Sinking Fund Redemption Date <u>(October 1)</u>	Principal Amount <u>To Be Redeemed</u>
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SECTION 4.02. *Selection of Bonds for Redemption.* Whenever provision is made in this Indenture for the redemption of less than all of the Bonds of a single maturity, the Trustee shall select the Bonds of that maturity to be redeemed by lot in any manner which the Trustee in its sole discretion deems appropriate. For purposes of such selection, the Trustee shall treat each Bond as consisting of separate \$5,000 portions and each such portion shall be subject to redemption as if such portion were a separate Bond.

SECTION 4.03. *Notice of Redemption; Rescission.* The Trustee shall mail notice of redemption of the Bonds by first class mail, postage prepaid, not less than 30 nor

more than 60 days before any redemption date, to the respective Owners of any Bonds designated for redemption at their addresses appearing on the Registration Books and to one or more Securities Depositories and to the Municipal Securities Rulemaking Board as provided in the Continuing Disclosure Certificate. Each notice of redemption shall state the date of the notice, the redemption date, the place or places of redemption, whether less than all of the Bonds (or all Bonds of a single maturity) are to be redeemed, the CUSIP numbers and (in the event that not all Bonds within a maturity are called for redemption) Bond numbers of the Bonds to be redeemed and the maturity or maturities of the Bonds to be redeemed, and in the case of Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed. Each such notice shall also state that on the redemption date there will become due and payable on each of said Bonds the redemption price thereof, and that from and after such redemption date interest thereon shall cease to accrue, and shall require that such Bonds be then surrendered to the Trustee. Neither the failure to receive any notice nor any defect therein shall affect the sufficiency of the proceedings for such redemption or the cessation of accrual of interest from and after the redemption date. Notice of redemption of Bonds shall be given by the Trustee, at the expense of the Authority, for and on behalf of the Authority.

The Authority has the right to rescind any notice of the redemption of Bonds under Section 4.01(a) by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default. The Authority and the Trustee have no liability to the Bond Owners or any other party related to or arising from such rescission of redemption. The Trustee shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under this Section.

SECTION 4.04. *Partial Redemption of Bonds.* Upon surrender of any Bonds redeemed in part only, the Authority shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Authority, a new Bond or Bonds of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bonds surrendered.

SECTION 4.05. *Effect of Redemption.* Notice of redemption having been duly given as aforesaid, and moneys for payment of the redemption price of, together with interest accrued to the date fixed for redemption on, including any applicable premium, the Bonds (or portions thereof) so called for redemption being held by the Trustee, on the redemption date designated in such notice, the Bonds (or portions thereof) so called for redemption shall become due and payable, interest on the Bonds so called for redemption shall cease to accrue, said Bonds (or portions thereof) shall cease to be entitled to any benefit or security under this Indenture, and the Owners of said Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof.

All Bonds redeemed under the provisions of this Article shall be canceled by the Trustee upon surrender thereof and destroyed in accordance with the retention policy of the Trustee then in effect.

ARTICLE V

REVENUES; FUNDS AND ACCOUNTS; PAYMENT OF PRINCIPAL AND INTEREST

SECTION 5.01. *Security for the Bonds; Bond Fund.*

(a) Pledge of Revenues and Other Amounts. Subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein, all of the Revenues and all amounts (including proceeds of the sale of the Bonds) held in any fund or account established under this Indenture are hereby pledged to secure the payment of the principal of and interest and premium (if any) on the Bonds in accordance with their terms and the provisions of this Indenture. Said pledge constitutes a lien on and security interest in the Revenues and such amounts and shall attach, be perfected and be valid and binding from and after the Closing Date, without the need for any physical delivery thereof or further act.

(b) Assignment to Trustee. Under the Assignment Agreement, the Authority has transferred to the Trustee all of the rights of the Authority in the Lease (other than the rights of the Authority under Sections 4.5, 5.10, 7.3 and 8.4 thereof). The Trustee is entitled to collect and receive all of the Revenues, and any Revenues collected or received by the Authority shall be deemed to be held, and to have been collected or received, by the Authority as the agent of the Trustee and shall forthwith be paid by the Authority to the Trustee. The Trustee is also entitled to and shall, subject to the provisions of Article VIII, take all steps, actions and proceedings which the Trustee determines to be reasonably necessary in its judgment to enforce, either jointly with the Authority or separately, all of the rights of the Authority and all of the obligations of the City under the Lease.

(c) Deposit of Revenues in Bond Fund. All Revenues shall be promptly deposited by the Trustee upon receipt thereof in a special fund designated as the "Bond Fund" which the Trustee shall establish, maintain and hold in trust; except that all moneys received by the Trustee and required hereunder or under the Lease to be deposited in the Redemption Fund or the Insurance and Condemnation Fund shall be promptly deposited in such funds. All Revenues deposited with the Trustee shall be held, disbursed, allocated and applied by the Trustee only as provided in this Indenture. Any surplus remaining in the Bond Fund, after payment in full of (i) the principal of and interest on the Bonds or provision therefore under Article X, and (ii) any applicable fees and expenses to the Trustee, shall be withdrawn by the Trustee and remitted to the City.

SECTION 5.02. *Allocation of Revenues.* On or before each Interest Payment Date, the Trustee shall transfer from the Bond Fund and deposit into the following respective accounts (each of which the Trustee shall establish and maintain within the Bond Fund), the following amounts in the following order of priority:

(a) Deposit to Interest Account. The Trustee shall deposit in the Interest Account an amount required to cause the aggregate amount on deposit in the Interest Account to be at least equal to the

amount of interest becoming due and payable on such Interest Payment Date on all Bonds then Outstanding.

(b) Deposit to Principal Account. The Trustee shall deposit in the Principal Account an amount required to cause the aggregate amount on deposit in the Principal Account to equal the principal amount of the Bonds coming due and payable on such Interest Payment Date, including principal of any Term Bonds payable as a result of mandatory sinking fund redemption under Section 4.01(c).

SECTION 5.03. *Application of Interest Account.* All amounts in the Interest Account shall be used and withdrawn by the Trustee solely for the purpose of paying interest on the Bonds as it comes due and payable (including accrued interest on any Bonds purchased or redeemed prior to maturity), including principal of any Term Bonds payable as a result of mandatory sinking fund redemption under Section 4.01(c).

SECTION 5.04. *Application of Principal Account.* All amounts in the Principal Account shall be used and withdrawn by the Trustee solely to pay the principal amount of the Bonds at their respective maturity dates.

SECTION 5.05. *Reserved*

SECTION 5.06. *Application of Redemption Fund.* The Trustee shall establish and maintain the Redemption Fund, into which the Trustee shall deposit a portion of the Revenues received, in accordance with a Written Request of the Authority, amounts in which shall be used and withdrawn by the Trustee solely for the purpose of paying the principal and premium (if any) of the Bonds to be redeemed under Section 4.01, other than the principal of any Term Bonds payable as a result of mandatory sinking fund redemption under Section 4.01(c); *provided, however,* that at any time prior to the selection of Bonds for redemption, the Trustee may apply such amounts to the purchase of Bonds at public or private sale, when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Account) as shall be directed under a Written Request of the Authority, except that the purchase price (exclusive of accrued interest) may not exceed the redemption price then applicable to the Bonds. The Trustee shall be entitled to conclusively rely on any Written Request of the Authority received under this Section 5.06, and shall be fully protected in relying thereon.

SECTION 5.07. *Insurance and Condemnation Fund.*

(a) Establishment of Fund. Upon the receipt of proceeds of insurance or eminent domain with respect to the Leased Property, the Trustee shall establish and maintain an Insurance and Condemnation Fund, to be held and applied as hereinafter set forth in this Section 5.07.

(b) Application of Insurance Proceeds. Any Net Proceeds of insurance against accident to or destruction of the Leased Property collected by the City or the Authority in the event of any such accident or destruction shall be paid to the Trustee under Section 6.3 of the Lease and deposited by the Trustee promptly upon receipt thereof in the Insurance and Condemnation Fund. If the City fails to determine and notify the Trustee in writing of its determination, within 45 days following the date of such deposit, to replace, repair, restore, modify or improve the Leased Property which has been

damaged or destroyed, then such Net Proceeds shall be promptly transferred by the Trustee to the Redemption Fund and applied to the redemption of Bonds under Section 4.01(b). Notwithstanding the foregoing sentence, however, if the Leased Property is damaged or destroyed in full, the Net Proceeds of such insurance shall be used by the City to rebuild or replace the Leased Property if such proceeds are not sufficient to redeem Outstanding Bonds equal in aggregate principal amount to the unpaid Lease Payments allocable to the Leased Property. All proceeds deposited in the Insurance and Condemnation Fund and not so transferred to the Redemption Fund shall be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Leased Property by the City, upon receipt of a Written Request of the City which: (i) states with respect to each payment to be made (A) the requisition number, (B) the name and address of the person to whom payment is due, (C) the amount to be paid and (D) that each obligation mentioned therein has been properly incurred, is a proper charge against the Insurance and Condemnation Fund and has not been the basis of any previous withdrawal; and (ii) specifies in reasonable detail the nature of the obligation. Any balance of the proceeds remaining after such work has been completed as certified by the City under a Written Certificate to the Trustee shall be paid to the City. The Trustee shall be entitled to conclusively rely on any Written Request or Written Certificate received under this subsection (b) of this Section 5.07 and in each case, shall be fully protected in relying thereon.

(c) Application of Eminent Domain Proceeds. If all or any part of the Leased Property is taken by eminent domain proceedings (or sold to a government threatening to exercise the power of eminent domain) the Authority shall deposit or cause to be deposited with the Trustee the Net Proceeds therefrom, which the Trustee shall deposit in the Insurance and Condemnation Fund under Section 6.2(b) of the Lease and which shall be applied and disbursed by the Trustee as follows:

- (i) If the City has not given written notice to the Trustee, within 45 days following the date on which such Net Proceeds are deposited with the Trustee, of its determination that such Net Proceeds are needed for the replacement of the Leased Property or such portion thereof, the Trustee shall transfer such Net Proceeds to the Redemption Fund to be applied towards the redemption of the Bonds under Section 4.01(b).
- (ii) If the City has given written notice to the Trustee, within 45 days following the date on which such Net Proceeds are deposited with the Trustee, of its determination that such Net Proceeds are needed for replacement of the Leased Property or such portion thereof, the Trustee shall pay to the City, or to its order, from said proceeds such amounts as the City may expend for such replacement, upon the filing of Written Requisitions of the City as agent for the Authority.

In each case, the Trustee may conclusively rely upon any notice received under this subsection (c)(ii) of this Section and is protected in relying thereon.

(d) Reliance on Independent Advice. In making any such determination whether to repair, replace or rehabilitate the Leased Property under this Section 5.07,

the City may obtain, but is not required to obtain, at its expense, the report of an independent engineer or other independent professional consultant, a copy of which must be filed with the Trustee. The Trustee shall have no duty to review or examine such report. Any such determination by the City is final.

SECTION 5.08. *Investments.* All moneys in any of the funds or accounts established with the Trustee under this Indenture shall be invested by the Trustee solely in Permitted Investments. Such investments shall be directed by the Authority in a Written Request of the Authority filed with the Trustee at least 2 Business Days in advance of the making of such investments. In the absence of any such directions from the Authority, the Trustee shall invest any such moneys in Permitted Investments which constitute money market funds; provided, however, that any such investment shall be made by the Trustee only if, prior to the date on which such investment is to be made, the Trustee shall have received a Written Request of the Authority specifying a specific money market fund and, if no such Written Request of the Authority is so received, the Trustee shall hold such moneys uninvested. Permitted Investments purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account. To the extent Permitted Investments are registrable, such Permitted Investments must be registered in the name of the Trustee.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the Bond Fund. For purposes of acquiring any investments hereunder, the Trustee may commingle funds held by it hereunder. The Trustee or any of its affiliates may act as principal or agent in the acquisition or disposition of any investment and may impose its customary charges therefor. The Trustee shall incur no liability for losses arising from any investments made under this Section 5.08.

The Trustee may make any investments hereunder through its own bond or investment department or trust investment department, or those of its parent or any affiliate. The Trustee or any of its affiliates may act as sponsor, advisor or manager in connection with any investments made by the Trustee hereunder. The Trustee is hereby authorized, in making or disposing of any investment permitted by this Section, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or such affiliate is acting as an agent of the Trustee or for any third person or is dealing as a principal for its own account.

The Trustee shall furnish the Authority periodic cash transaction statements which include detail for all investment transactions effected by the Trustee or brokers selected by the Authority. Upon the Authority's election, such statements will be delivered via the Trustee's Online Trust and Custody service and upon electing such service, paper statements will be provided only upon request. The Authority waives the right to receive brokerage confirmations of security transactions effected by the Trustee as they occur, to the extent permitted by law. The Authority further understands that trade confirmations for securities transactions effected by the Trustee will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker.

SECTION 5.09. *Valuation and Disposition of Investments.*

(a) Except as otherwise provided in subsection (b) of this Section, the Authority covenants that all investments of amounts deposited in any fund or account created by or under this Indenture, or otherwise containing gross proceeds of the Bonds (within the meaning of Section 148 of the Tax Code) shall be acquired, disposed of and valued at the Fair Market Value thereof as such term is defined in subsection (d) below. The Trustee shall have no duty in connection with the determination of Fair Market Value other than to follow the investment directions of the Authority in any Written Request of the Authority.

(b) Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Tax Code; provided that the Authority shall inform the Trustee in writing which funds are subject to a yield restriction.

(c) For the purpose of determining the amount in any fund or account established hereunder, the value of Permitted Investments credited to such fund shall be valued by the Trustee at least annually on or before July 15. The Trustee may sell or present for redemption, any Permitted Investment so purchased by the Trustee whenever it is necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund to which such Permitted Investment is credited, and the Trustee shall not be liable or responsible for any loss resulting from any such Permitted Investment.

(d) For purposes of this Section 5.09, the term "Fair Market Value" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security -- State and Local Government Series which is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

(e) To the extent of any valuations made by the Trustee hereunder, the Trustee may utilize and rely upon computerized securities pricing services that may be available to it, including those available through its regular accounting system.

ARTICLE VI

COVENANTS OF THE AUTHORITY

SECTION 6.01. *Punctual Payment.* The Authority shall punctually pay or cause to be paid the principal of and interest and premium (if any) on all the Bonds in strict conformity with the terms of the Bonds and of this Indenture, according to the true intent and meaning thereof, but only out of the Revenues and other amounts pledged for such payment as provided in this Indenture.

SECTION 6.02. *Extension of Payment of Bonds.* The Authority shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any claims for interest by the purchase of such Bonds or by any other arrangement, and in case the maturity of any of the Bonds or the time of payment of any such claims for interest shall be extended, such Bonds or claims for interest shall not be entitled, in case of any default hereunder, to the benefits of this Indenture, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest thereon which have not been so extended. Nothing in this Section 6.02 limits the right of the Authority to issue Bonds for the purpose of refunding any Outstanding Bonds, and such issuance does not constitute an extension of maturity of the Bonds.

SECTION 6.03. *Against Encumbrances.* The Authority shall not create, or permit the creation of, any pledge, lien, charge or other encumbrance upon the Revenues and other assets pledged or assigned under this Indenture while any of the Bonds are Outstanding, except the pledge and assignment created by this Indenture. Subject to this limitation, the Authority expressly reserves the right to enter into one or more other indentures for any of its corporate purposes, and reserves the right to issue other obligations for such purposes.

SECTION 6.04. *Power to Issue Bonds and Make Pledge and Assignment.* The Authority is duly authorized under law to issue the Bonds and to enter into this Indenture and to pledge and assign the Revenues and other amounts purported to be pledged and assigned, respectively, under this Indenture and under the Assignment Agreement in the manner and to the extent provided in this Indenture and the Assignment Agreement. The Bonds and the provisions of this Indenture are and will be the legal, valid and binding special obligations of the Authority in accordance with their terms, and the Authority and the Trustee shall at all times, subject to the provisions of Article VIII and to the extent permitted by law, defend, preserve and protect said pledge and assignment of Revenues and other assets and all the rights of the Bond Owners under this Indenture against all claims and demands of all persons whomsoever.

SECTION 6.05. *Accounting Records.* The Trustee shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with corporate industry standards, in which complete and accurate entries shall be made of all transactions made by it relating to the proceeds of Bonds and all funds and accounts established under this Indenture. The Trustee shall make such books of record and account available for inspection by the Authority and the City, during business hours, upon reasonable notice, and under reasonable circumstances.

SECTION 6.06. *Limitation on Additional Obligations.* The Authority covenants that no additional bonds, notes or other indebtedness shall be issued or incurred which are payable out of the Revenues in whole or in part.

SECTION 6.07. *Tax Covenants.*

(a) Private Business Use Limitation. The Authority shall assure that the proceeds of the Bonds are not used in a manner which would cause the Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The Authority may not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The Authority may not take, or permit or suffer to be taken by the Trustee or otherwise, any action with respect to the proceeds of the Bonds or of any other obligations which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date, would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Tax Code.

(d) Maintenance of Tax Exemption. The Authority shall take all actions necessary to assure the exclusion of interest on the Bonds from the gross income of the Owners of the Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Rebate of Excess Investment Earnings to United States. The Authority shall calculate or cause to be calculated all amounts of excess investment earnings with respect to the Bonds which are required to be rebated to the United States of America under Section 148(f) of the Tax Code, at the times and in the manner required under the Tax Code. The Authority shall pay when due an amount equal to excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code, such payments to be made from amounts paid by the City for that purpose under Section 4.5(d) of the Lease. The Authority shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Bonds, records of the determinations made under this subsection (e).

SECTION 6.08. *Enforcement of Lease.* The Trustee shall promptly collect all amounts (to the extent any such amounts are available for collection) due from the City under the Lease. Subject to the provisions of Article VIII, the Trustee shall enforce, and take all steps, actions and proceedings which the Trustee determines to be reasonably necessary for the enforcement of all of its rights thereunder as assignee of the Authority and for the enforcement of all of the obligations of the City under the Lease.

SECTION 6.09. *Waiver of Laws.* The Authority shall not at any time insist upon or plead in any manner whatsoever, or claim or take the benefit or advantage of, any stay or extension law now or at any time hereafter in force that may affect the covenants and agreements contained in this Indenture or in the Bonds, and all benefit or advantage of

any such law or laws is hereby expressly waived by the Authority to the extent permitted by law.

SECTION 6.10. *Further Assurances.* The Authority will make, execute and deliver any and all such further indentures, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture and for the better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in this Indenture.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

SECTION 7.01. *Events of Default.* The following events constitute Events of Default hereunder:

- (a) Failure to pay any installment of the principal of any Bonds when due, whether at maturity as therein expressed, by proceedings for redemption, by acceleration, or otherwise.
- (b) Failure to pay any installment of interest on the Bonds when due.
- (c) Failure by the Authority to observe and perform any of the other covenants, agreements or conditions on its part contained in this Indenture or in the Bonds, if such failure has continued for a period of 30 days after written notice thereof, specifying such failure and requiring the same to be remedied, has been given to the Authority by the Trustee; provided, however, if in the reasonable opinion of the Authority the failure stated in the notice can be corrected, but not within such 30-day period, such failure shall not constitute an Event of Default if the Authority institutes corrective action within such 30-day period and thereafter diligently and in good faith cures the failure in a reasonable period of time.
- (d) The commencement by the Authority of a voluntary case under Title 11 of the United States Code or any substitute or successor statute.
- (e) The occurrence and continuation of an event of default under and as defined in the Lease.

SECTION 7.02. *Remedies Upon Event of Default.* If any Event of Default occurs, then, and in each and every such case during the continuance of such Event of Default, the Trustee may, and at the written direction of the Owners of a majority in aggregate principal amount of the Bonds at the time Outstanding shall, in each case, upon receipt of indemnification satisfactory to Trustee against the costs, expenses and liabilities to be incurred in connection with such action, upon notice in writing to the Authority, declare the principal of all of the Bonds then Outstanding, and the interest accrued thereon, to be due and payable immediately, and upon any such declaration the same shall become

and shall be immediately due and payable, anything in this Indenture or in the Bonds contained to the contrary notwithstanding.

Any such declaration is subject to the condition that if, at any time after such declaration and before any judgment or decree for the payment of the moneys due shall have been obtained or entered, the Authority deposits with the Trustee a sum sufficient to pay all the principal of and installments of interest on the Bonds payment of which is overdue, with interest on such overdue principal at the rate borne by the respective Bonds to the extent permitted by law, and the reasonable fees, charges and expenses (including those of its legal counsel, including the allocated costs of internal attorneys) of the Trustee, and any and all other Events of Default known to the Trustee (other than in the payment of principal of and interest on the Bonds due and payable solely by reason of such declaration) have been made good or cured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate has been made therefor, then, and in every such case, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, by written notice to the Authority, the City and the Trustee, may, on behalf of the Owners of all of the Bonds, rescind and annul such declaration and its consequences and waive such Event of Default; but no such rescission and annulment shall extend to or shall affect any subsequent Event of Default, or shall impair or exhaust any right or power consequent thereon.

SECTION 7.03. *Application of Revenues and Other Funds After Default.* If an Event of Default occurs and is continuing, all Revenues and any other funds then held or thereafter received by the Trustee under any of the provisions of this Indenture shall be applied by the Trustee in the following order of priority:

- (a) To the payment of reasonable fees, charges and expenses of the Trustee (including reasonable fees and disbursements of its legal counsel including outside counsel and the allocated costs of internal attorneys) incurred in and about the performance of its powers and duties under this Indenture;
- (b) To the payment of the principal of and interest then due on the Bonds (upon presentation of the Bonds to be paid, and stamping or otherwise noting thereon of the payment if only partially paid, or surrender thereof if fully paid) in accordance with the provisions of this Indenture, as follows:

First: To the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference;

Second: To the payment to the persons entitled thereto of the unpaid principal of any Bonds which shall have become due, whether at maturity or by acceleration or redemption, with interest on the overdue principal at the rate borne by the respective Bonds (to the extent permitted by law), and, if the

amount available shall not be sufficient to pay in full all the Bonds, together with such interest, then to the payment thereof ratably, according to the amounts of principal due on such date to the persons entitled thereto, without any discrimination or preference; and

SECTION 7.04. *Trustee to Represent Bond Owners.* The Trustee is hereby irrevocably appointed (and the successive respective Owners of the Bonds, by taking and holding the same, shall be conclusively deemed to have so appointed the Trustee) as trustee and true and lawful attorney-in-fact of the Owners of the Bonds for the purpose of exercising and prosecuting on their behalf such rights and remedies as may be available to such Owners under the provisions of the Bonds, this Indenture and applicable provisions of any law. All rights of action under this Indenture or the Bonds may be prosecuted and enforced by the Trustee without the possession of any of the Bonds or the production thereof in any proceeding relating thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in the name of the Trustee for the benefit and protection of all the Owners of such Bonds, subject to the provisions of this Indenture.

SECTION 7.05. *Limitation on Bond Owners' Right to Sue.* Notwithstanding any other provision hereof, no Owner of any Bonds has the right to institute any suit, action or proceeding at law or in equity, for the protection or enforcement of any right or remedy under this Indenture, the Lease or any other applicable law with respect to such Bonds, unless (a) such Owner has given to the Trustee written notice of the occurrence of an Event of Default; (b) the Owners of a majority in aggregate principal amount of the Bonds then Outstanding have requested the Trustee in writing to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in its own name; (c) such Owner or Owners have tendered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; (d) the Trustee has failed to comply with such request for a period of 60 days after such written request has been received by, and said tender of indemnity has been made to, the Trustee; and (e) no direction inconsistent with such written request has been given to the Trustee during such 60 day period by the Owners of a majority in aggregate principal amount of the Bonds then Outstanding.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Bonds of any remedy hereunder or under law; it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture or the rights of any other Owners of Bonds, or to enforce any right under the Bonds, this Indenture, the Lease or other applicable law with respect to the Bonds, except in the manner herein provided, and that all proceedings at law or in equity to enforce any such right shall be instituted, had and maintained in the manner herein provided and for the benefit and protection of all Owners of the Outstanding Bonds, subject to the provisions of this Indenture.

SECTION 7.06. *Absolute Obligation of Authority.* Nothing herein or in the Bonds contained affects or impairs the obligation of the Authority, which is absolute and unconditional, to pay the principal of and interest and premium (if any) on the Bonds to the respective Owners of the Bonds at their respective dates of maturity, or upon

acceleration or call for redemption, as herein provided, but only out of the Revenues and other assets herein pledged therefor, or affect or impair the right of such Owners, which is also absolute and unconditional, to enforce such payment by virtue of the contract embodied in the Bonds.

SECTION 7.07. *Termination of Proceedings.* In case any proceedings taken by the Trustee or by any one or more Bond Owners on account of any Event of Default have been discontinued or abandoned for any reason or have been determined adversely to the Trustee or the Bond Owners, then in every such case the Authority, the Trustee and the Bond Owners, subject to any determination in such proceedings, shall be restored to their former positions and rights hereunder, severally and respectively, and all rights, remedies, powers and duties of the Authority, the Trustee and the Bond Owners shall continue as though no such proceedings had been taken.

SECTION 7.08. *Remedies Not Exclusive.* No remedy herein conferred upon or reserved to the Trustee, to the Owners of the Bonds is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

SECTION 7.09. *No Waiver of Default.* No delay or omission of the Trustee or any Owner of the Bonds to exercise any right or power arising upon the occurrence of any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or to the Owners of the Bonds may be exercised from time to time and as often as may be deemed expedient by the Trustee or the Bond Owners.

SECTION 7.10. *Notice to Bond Owners of Default.* Immediately upon becoming aware of the occurrence of an Event of Default, but in no event later than five Business Days following becoming aware of such occurrence, the Trustee shall promptly give written notice thereof by first class mail, postage prepaid, to the Owner of each Outstanding Bond, unless such Event of Default has been cured before the giving of such notice; *provided, however* that except in the case of an Event of Default described in Sections 7.01(a) or 7.01(b), the Trustee may elect not to give such notice to the Bond Owners if and so long as the Trustee in good faith determines that it is in the best interests of the Bond Owners not to give such notice.

ARTICLE VIII

THE TRUSTEE

SECTION 8.01. *Appointment of Trustee.* The Bank of New York Mellon Trust Company, N.A. is hereby appointed Trustee by the Authority for the purpose of receiving all moneys required to be deposited with the Trustee hereunder and to allocate, use and apply the same as provided in this Indenture. The Authority will maintain a Trustee which is qualified under the provisions of the foregoing provisions of this Article VIII, so long as any Bonds are Outstanding.

SECTION 8.02. *Acceptance of Trusts; Removal and Resignation of Trustee.* The Trustee hereby accepts the express trusts imposed upon it by this Indenture, and agrees to perform said trusts, but only upon and subject to the following express terms and conditions:

- (a) The Trustee shall, prior to an Event of Default, and after the curing or waiver of all Events of Default which may have occurred, perform such duties and only such duties as are expressly and specifically set forth in this Indenture and no implied duties or covenants shall be read into this Indenture against the Trustee. If an Event of Default has occurred (which has not been cured), the Trustee shall exercise such of the rights and powers vested in it by hereunder, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.
- (b) The Authority may remove the Trustee at any time, unless an Event of Default has occurred and is then continuing, and shall remove the Trustee (a) if at any time requested to do so by the Owners of a majority in aggregate principal amount of the Bonds then Outstanding (or their attorneys duly authorized in writing) or (b) if at any time the Trustee ceases to be eligible in accordance with Section 8.02, or becomes incapable of acting, or is adjudged a bankrupt or insolvent, or a receiver of the Trustee or its property is appointed, or any public officer takes control or charge of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation.
- (c) The Trustee may at any time resign by giving written notice of such resignation to the Authority and the City, and by giving the Bond Owners notice of such resignation by mail at the addresses shown on the Registration Books.
- (d) Any removal or resignation of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee. In the event of the removal or resignation of the Trustee under subsections (b) or (d), respectively, the Authority shall promptly appoint a successor Trustee.

If no successor Trustee has been appointed and accepted appointment within 45 days of giving notice of removal or notice of resignation as aforesaid, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under this Indenture, must signify its acceptance of such appointment by executing and delivering to the Authority, to its predecessor Trustee a written acceptance thereof, and after payment by the Authority of all unpaid fees and expenses of the predecessor Trustee, and thereupon such successor Trustee,

without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee, with like effect as if originally named Trustee herein; but, nevertheless at the Written Request of the Authority or the request of the successor Trustee, such predecessor Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to such successor Trustee all the right, title and interest of such predecessor Trustee in and to the Leased Property held by such predecessor Trustee under this Indenture and shall pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Upon request of the successor Trustee, the Authority shall execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Trustee all such moneys, estates, properties, rights, powers, trusts, duties and obligations. Upon acceptance of appointment by a successor Trustee as provided in this subsection, the Authority shall promptly mail or cause the successor trustee to mail a notice of the succession of such Trustee to the trusts hereunder to each rating agency which is then rating the Bonds and to the Bond Owners at the addresses shown on the Registration Books. If the Authority fails to mail such notice within 15 days after acceptance of appointment by the successor Trustee, the successor Trustee shall cause such notice to be mailed at the expense of the Authority.

- (e) Any Trustee appointed under this Indenture shall be a corporation or association organized and doing business under the laws of any state or the United States of America or the District of Columbia, shall be authorized under such laws to exercise corporate trust powers, shall have (or, in the case of a corporation or association that is a member of a bank holding company system, the related bank holding company has) a combined capital and surplus of at least \$50,000,000, and shall be subject to supervision or examination by a federal or state agency, so long as any Bonds are Outstanding. If such corporation or association publishes a report of condition at least annually under law or to the requirements of any supervising or examining agency above referred to, then for the purpose of this subsection (e), the combined capital and surplus of such corporation or association shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If the Trustee at any time ceases to be eligible in accordance with the provisions of this subsection (e), the Trustee shall resign immediately in the manner and with the effect specified in this Section.

SECTION 8.03. *Merger or Consolidation.* Any bank, national banking association, federal savings association, or trust company into which the Trustee may be merged or converted or with which it may be consolidated or any bank, national banking

association, federal savings association, or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank, national banking association, federal savings association, or trust company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such bank, national banking association, federal savings association, or trust company shall be eligible under subsection (e) of Section 8.02 shall be the successor to such Trustee, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

SECTION 8.04. *Liability of Trustee.*

(a) The recitals of facts herein and in the Bonds contained shall be taken as statements of the Authority, and the Trustee shall not assume responsibility for the correctness of the same, or make any representations as to the validity or sufficiency of this Indenture, the Bonds or the Lease (including any right to receive moneys thereunder or the value of or title to the premises upon which the Leased Property is located), nor shall the Trustee incur any responsibility in respect thereof, other than as expressly stated herein in connection with the respective duties or obligations of Trustee herein or in the Bonds assigned to or imposed upon it. The Trustee shall, however, be responsible for its representations contained in its certificate of authentication on the Bonds. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence. The Trustee may become the Owner of Bonds with the same rights it would have if it were not Trustee, and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bond Owners, whether or not such committee shall represent the Owners of a majority in principal amount of the Bonds then Outstanding.

(b) The Trustee is not liable for any error of judgment made by a responsible officer, unless it is proved that the Trustee was negligent in ascertaining the pertinent facts.

(c) The Trustee is not liable with respect to any action taken or omitted to be taken by it in accordance with the direction of the Owners of a majority in aggregate principal amount of the Bonds at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture or assigned to it under the Assignment Agreement.

(d) The Trustee is not liable for any action taken by it and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture.

(e) The Trustee shall not be deemed to have knowledge of any Event of Default hereunder, or any other event which, with the passage of time, the giving of notice, or both, would constitute an Event of Default hereunder unless and until it shall have actual knowledge thereof, or a corporate trust officer shall have received written notice thereof at its Office from the City, the Authority or the Owners of at least 25% in aggregate principal amount of the Outstanding Bonds. Except as otherwise expressly provided herein, the Trustee shall not be bound to ascertain or inquire as to the performance or observance by the Authority or the City of any of the terms, conditions, covenants or agreements herein, under the Lease or the Bonds or of any of the

documents executed in connection with the Bonds, or as to the existence of a default or an Event of Default or an event which would, with the giving of notice, the passage of time, or both, constitute an Event of Default. The Trustee is not responsible for the validity, effectiveness or priority of any collateral given to or held by it. Without limiting the generality of the foregoing, the Trustee shall not be required to ascertain or inquire as to the performance or observance by the City or the Authority of the terms, conditions, covenants or agreements set forth in the Lease, other than the covenants of the City to make Lease Payments to the Trustee when due and to file with the Trustee when due, such reports and certifications as the City is required to file with the Trustee thereunder.

(f) No provision of this Indenture requires the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(g) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, receivers or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent, receiver or attorney appointed with due care by it hereunder.

(h) The Trustee has no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of the Bond Owners under this Indenture, unless such Owners have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities (including but not limited to fees and expenses of its attorneys) which might be incurred by it in compliance with such request or direction. No permissive power, right or remedy conferred upon the Trustee hereunder shall be construed to impose a duty to exercise such power, right or remedy.

(i) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee is subject to the provisions of Section 8.02(a), this Section 8.04 and Section 8.05, and shall be applicable to the assignment of any rights under the Lease to the Trustee under the Assignment Agreement.

(j) The Trustee is not accountable to anyone for the subsequent use or application of any moneys which are released or withdrawn in accordance with the provisions hereof.

(k) The Trustee makes no representation or warranty, expressed or implied as to the title, value, design, compliance with specifications or legal requirements, quality, durability, operation, condition, merchantability or fitness for any particular purpose for the use contemplated by the Authority or the City of the Leased Property. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from the Lease or this Indenture for the existence, furnishing or use of the Leased Property.

(l) The Trustee has no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds.

(m) The Trustee is authorized and directed to execute the Assignment Agreement in its capacity as Trustee hereunder.

(n) The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail (provided, that for purposes of this Agreement, an e-mail does not constitute a notice, request or other communication hereunder but rather the portable document format or similar attachment attached to such e-mail shall constitute a notice, request or other communication hereunder), facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Trustee shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the Authority or the City elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Authority and the City agree to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(o) The Trustee shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Trustee and could not have been avoided by exercising due care. Force majeure shall include, but not be limited to, acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

SECTION 8.05. *Right to Rely on Documents.* The Trustee shall be protected and shall incur no liability in acting or refraining from acting in reliance upon any notice, resolution, request, consent, order, certificate, report, opinion, bonds or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties. The Trustee is under no duty to make any investigation or inquiry as to any statements contained or matter referred to in any paper or document but may accept and conclusively rely upon the same as conclusive evidence of the truth and accuracy of any such statement or matter and shall be fully protected in relying thereon. The Trustee may consult with counsel, who may be counsel of or to the Authority, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

The Trustee may treat the Owners of the Bonds appearing in the Registration Books as the absolute owners of the Bonds for all purposes and the Trustee shall not be affected by any notice to the contrary.

Whenever in the administration of the trusts imposed upon it by this Indenture the Trustee deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect

thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Written Certificate, Written Request or Written Requisition of the Authority or the City, and such Written Certificate, Written Request or Written Requisition shall be full warrant to the Trustee for any action taken or suffered under the provisions of this Indenture in reliance upon such Written Certificate, Written Request or Written Requisition, and the Trustee shall be fully protected in relying thereon, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may deem reasonable.

SECTION 8.06. *Preservation and Inspection of Documents.* All documents received by the Trustee under the provisions of this Indenture shall be retained in its respective possession and in accordance with its retention policy then in effect and shall, upon reasonable notice to Trustee, be subject to the inspection of the Authority, the City and any Bond Owner, and their agents and representatives duly authorized in writing, during business hours and under reasonable conditions as agreed to by the Trustee.

SECTION 8.07. *Compensation and Indemnification.* The Authority shall pay to the Trustee from time to time, on demand, the compensation for all services rendered under this Indenture and also all reasonable expenses, advances (including any interest on advances), charges, legal (including outside counsel and the allocated costs of internal attorneys) and consulting fees and other disbursements, incurred in and about the performance of its powers and duties under this Indenture.

The Authority shall indemnify the Trustee, its officers, directors, employees and agents against any cost, loss, liability or expense whatsoever (including but not limited to fees and expenses of its attorneys) incurred without negligence or willful misconduct on its part, arising out of or in connection with the acceptance or administration of this trust and this Indenture, including costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers hereunder or under the Assignment Agreement or the Lease. As security for the performance of the obligations of the Authority under this Section 8.07 and the obligation of the Authority to make Additional Rental Payments to the Trustee, the Trustee shall have a lien prior to the lien of the Bonds upon all property and funds held or collected by the Trustee as such. The rights of the Trustee and the obligations of the Authority under this Section 8.07 shall survive the resignation or removal of the Trustee or the discharge of the Bonds and this Indenture and the Lease.

ARTICLE IX

MODIFICATION OR AMENDMENT HEREOF

SECTION 9.01. *Amendments Permitted.*

(a) Amendments With Bond Owner Consent. This Indenture and the rights and obligations of the Authority and of the Owners of the Bonds and of the Trustee may be modified or amended from time to time and at any time by Supplemental Indenture, which the Authority and the Trustee may enter into when the written consents of the Owners of a majority in aggregate principal amount of all Bonds then Outstanding are filed with the Trustee. No such modification or amendment may (i) extend the fixed maturity of any Bonds, or reduce the amount of principal thereof or extend the time of payment, or change the method of computing the rate of interest thereon, or extend the time of payment of interest thereon, without the consent of the Owner of each Bond so affected, or (ii) reduce the aforesaid percentage of Bonds the consent of the Owners of which is required to effect any such modification or amendment, or permit the creation of any lien on the Revenues and other assets pledged under this Indenture prior to or on a parity with the lien created by this Indenture except as permitted herein, or deprive the Owners of the Bonds of the lien created by this Indenture on such Revenues and other assets (except as expressly provided in this Indenture), without the consent of the Owners of all of the Bonds then Outstanding. It is not necessary for the consent of the Bond Owners to approve the particular form of any Supplemental Indenture, but it is sufficient if such consent approves the substance thereof.

(b) Amendments Without Owner Consent. This Indenture and the rights and obligations of the Authority, of the Trustee and the Owners of the Bonds may also be modified or amended from time to time and at any time by a Supplemental Indenture, which the Authority and the Trustee may enter into without the consent of any Bond Owners, if the Trustee has been furnished an opinion of counsel that the provisions of such Supplemental Indenture shall not materially adversely affect the interests of the Owners of the Bonds, including, without limitation, for any one or more of the following purposes:

- (i) to add to the covenants and agreements of the Authority in this Indenture contained, other covenants and agreements thereafter to be observed, to pledge or assign additional security for the Bonds (or any portion thereof), or to surrender any right or power herein reserved to or conferred upon the Authority;
- (ii) to cure any ambiguity, inconsistency or omission, or to cure or correct any defective provision, contained in this Indenture, or in regard to matters or questions arising under this Indenture, as the Authority deems necessary or desirable, provided that such modification or amendment does not materially adversely affect the interests of the Bond Owners, in the opinion of Bond Counsel filed with the Trustee;
- (iii) to modify, amend or supplement this Indenture in such manner as to permit the qualification hereof under the Trust Indenture Act of

1939, as amended, or any similar federal statute hereafter in effect, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute;

- (iv) to modify, amend or supplement this Indenture in such manner as to assure that the interest on the Bonds remains excluded from gross income under the Tax Code; or
 - (v) to facilitate the issuance of additional obligations of the City under the Lease Agreement as provided in Section 7.5(b)(v) thereof.
- (c) Limitation. The Trustee is not obligated to enter into any Supplemental Indenture authorized by subsections (a) or (b) of this Section 9.01 which materially adversely affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.
- (d) Bond Counsel Opinion Requirement. Prior to the Trustee entering into any Supplemental Indenture hereunder, the Authority shall deliver to the Trustee an opinion of Bond Counsel stating, in substance, that such Supplemental Indenture has been adopted in compliance with the requirements of this Indenture and that the adoption of such Supplemental Indenture will not, in and of itself, adversely affect the exclusion from gross income for purposes of federal income taxes of interest on the Bonds.
- (e) Notice of Amendments. The Authority shall deliver or cause to be delivered a draft of any Supplemental Indenture to each rating agency which then maintains a rating on the Bonds, at least 10 days prior to the effective date of such Supplemental Indenture under this Section 9.01.

SECTION 9.02. *Effect of Supplemental Indenture.* Upon the execution of any Supplemental Indenture under this Article IX, this Indenture shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the Authority, the Trustee and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

SECTION 9.03. *Endorsement of Bonds; Preparation of New Bonds.* Bonds delivered after the execution of any Supplemental Indenture under this Article may, and if the Authority so determines shall, bear a notation by endorsement or otherwise in form approved by the Authority as to any modification or amendment provided for in such Supplemental Indenture, and, in that case, upon demand on the Owner of any Bonds Outstanding at the time of such execution and presentation of his Bonds for the purpose at the Office of the Trustee or at such additional offices as the Trustee may select and designate for that purpose, a suitable notation shall be made on such Bonds. If the Supplemental Indenture shall so provide, new Bonds so modified as to conform, in the opinion of the Authority, to any modification or amendment contained in such Supplemental Indenture, shall be prepared and executed by the Authority and authenticated by the Trustee, and upon demand on the Owners of any Bonds then Outstanding shall be exchanged at the Office of the Trustee, without cost to any Bond

Owner, for Bonds then Outstanding, upon surrender for cancellation of such Bonds, in equal aggregate principal amount of the same maturity.

SECTION 9.04. *Amendment of Particular Bonds.* The provisions of this Article IX do not prevent any Bond Owner from accepting any amendment as to the particular Bonds held by such Owner.

ARTICLE X

DEFEASANCE

SECTION 10.01. *Discharge of Indenture.* Any or all of the Outstanding Bonds may be paid by the Authority in any of the following ways, provided that the Authority also pays or causes to be paid any other sums payable hereunder by the Authority:

- (a) by paying or causing to be paid the principal of and interest and premium (if any) on such Bonds, as and when the same become due and payable;
- (b) by depositing with the Trustee, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 10.03) to pay or redeem such Bonds; or
- (c) by delivering all of such Bonds to the Trustee for cancellation.

If the Authority also pays or causes to be paid all other sums payable hereunder by the Authority, then and in that case, at the election of the Authority (evidenced by a Written Certificate of the Authority, filed with the Trustee, signifying the intention of the Authority to discharge all such indebtedness and this Indenture), and notwithstanding that any of such Bonds shall not have been surrendered for payment, this Indenture and the pledge of Revenues and other assets made under this Indenture with respect to such Bonds and all covenants, agreements and other obligations of the Authority under this Indenture with respect to such Bonds shall cease, terminate, become void and be completely discharged and satisfied, subject to Section 10.02. In such event, upon the Written Request of the Authority, the Trustee shall execute and deliver to the Authority all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, and the Trustee shall pay over, transfer, assign or deliver to the City all moneys or securities or other property held by it under this Indenture which are not required for the payment or redemption of any of such Bonds not theretofore surrendered for such payment or redemption. The Trustee is entitled to conclusively rely on any such Written Certificate or Written Request and, in each case, is fully protected in relying thereon.

SECTION 10.02. *Discharge of Liability on Bonds.* Upon the deposit with the Trustee, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 10.03) to pay or redeem any Outstanding Bonds (whether upon or prior to the maturity or the redemption date of such Bonds), provided that, if such Bonds are to be redeemed prior to maturity, notice of such redemption shall have been given as provided in Article IV or provision satisfactory to the Trustee shall have been

made for the giving of such notice, then all liability of the Authority in respect of such Bonds shall cease, terminate and be completely discharged, and the Owners thereof shall thereafter be entitled only to payment out of such money or securities deposited with the Trustee as aforesaid for their payment, subject, however, to the provisions of Section 10.04.

The Authority may at any time surrender to the Trustee, for cancellation by the Trustee, any Bonds previously issued and delivered, which the Authority may have acquired in any manner whatsoever, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

SECTION 10.03. *Deposit of Money or Securities with Trustee.* Whenever in this Indenture it is provided or permitted that there be deposited with or held in trust by the Trustee money or securities in the necessary amount to pay or redeem any Bonds, the money or securities so to be deposited or held may include money or securities held by the Trustee in the funds and accounts established under this Indenture and shall be:

- (a) lawful money of the United States of America in an amount equal to the principal amount of such Bonds and all unpaid interest thereon to maturity, except that, in the case of Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption shall have been given as provided in Article IV or provision satisfactory to the Trustee shall have been made for the giving of such notice, the amount to be deposited or held shall be the principal amount of such Bonds, premium, if any, and all unpaid interest thereon to the redemption date; or
- (b) non-callable Federal Securities, the principal of and interest on which when due will, in the written opinion of an Independent Accountant filed with the City, the Authority and the Trustee, provide money sufficient to pay the principal of and interest and premium (if any) on the Bonds to be paid or redeemed, as such principal, interest and premium become due, provided that in the case of Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as provided in Article IV or provision satisfactory to the Trustee has been made for the giving of such notice;

provided, in each case, that (i) the Trustee shall have been irrevocably instructed (by the terms of this Indenture or by Written Request of the Authority) to apply such money to the payment of such principal, interest and premium (if any) with respect to such Bonds, and (ii) the Authority shall have delivered to the Trustee an opinion of Bond Counsel to the effect that such Bonds have been discharged in accordance with this Indenture (which opinion may rely upon and assume the accuracy of the Independent Accountant's opinion referred to above). The Trustee shall be entitled to conclusively rely on such Written Request or opinion and shall be fully protected, in each case, in relying thereon.

SECTION 10.04. *Unclaimed Funds.* Notwithstanding any provisions of this Indenture, any moneys held by the Trustee in trust for the payment of the principal of, or interest on, any Bonds and remaining unclaimed for 2 years after the principal of all of the Bonds has become due and payable (whether at maturity or upon call for redemption

or by acceleration as provided in this Indenture), if such moneys were so held at such date, or 2 years after the date of deposit of such moneys if deposited after said date when all of the Bonds became due and payable, shall be repaid to the Authority free from the trusts created by this Indenture, and all liability of the Trustee with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the Authority as aforesaid, the Trustee shall (at the cost of the Authority) first mail to the Owners of Bonds which have not yet been paid, at the addresses shown on the Registration Books, a notice, in such form as may be deemed appropriate by the Trustee with respect to the Bonds so payable and not presented and with respect to the provisions relating to the repayment to the Authority of the moneys held for the payment thereof.

ARTICLE XI

MISCELLANEOUS

SECTION 11.01. *Liability of Authority Limited to Revenues.* Notwithstanding anything in this Indenture or in the Bonds contained, the Authority is not required to advance any moneys derived from any source other than the Revenues, the Additional Rental Payments and other assets pledged under this Indenture for any of the purposes in this Indenture mentioned, whether for the payment of the principal of or interest on the Bonds or for any other purpose of this Indenture. Nevertheless, the Authority may, but is not required to, advance for any of the purposes hereof any funds of the Authority which may be made available to it for such purposes.

SECTION 11.02. *Limitation of Rights to Parties and Bond Owners.* Nothing in this Indenture or in the Bonds expressed or implied is intended or shall be construed to give to any person other than the Authority, the Trustee, the City and the Owners of the Bonds, any legal or equitable right, remedy or claim under or in respect of this Indenture or any covenant, condition or provision therein or herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Authority, the Trustee, the City and the Owners of the Bonds.

SECTION 11.03. *Funds and Accounts.* Any fund or account required by this Indenture to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee, either as a fund or an account, and may, for the purposes of such records, any audits thereof and any reports or statements with respect thereto, be treated either as a fund or as an account; but all such records with respect to all such funds and accounts shall at all times be maintained in accordance with corporate industry standards to the extent practicable, and with due regard for the requirements of Section 6.05 and for the protection of the security of the Bonds and the rights of every Owner thereof. The Trustee may establish such funds and accounts as it deems necessary or appropriate to perform its obligations under this Indenture.

SECTION 11.04. *Waiver of Notice; Requirement of Mailed Notice.* Whenever in this Indenture the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any such case the giving or receipt of such notice shall not be a condition precedent to the

validity of any action taken in reliance upon such waiver. Whenever in this Indenture any notice is required to be given by mail, such requirement may be satisfied by the deposit of such notice in the United States mail, postage prepaid, by first class mail.

SECTION 11.05. *Destruction of Bonds.* Whenever in this Indenture provision is made for the cancellation by the Trustee, and the delivery to the Authority, of any Bonds, the Trustee shall destroy such Bonds as may be allowed by law and deliver a certificate of such destruction to the Authority.

SECTION 11.06. *Severability of Invalid Provisions.* If any one or more of the provisions contained in this Indenture or in the Bonds shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Indenture and such invalidity, illegality or unenforceability shall not affect any other provision of this Indenture, and this Indenture shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The Authority hereby declares that it would have entered into this Indenture and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issuance of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses or phrases of this Indenture may be held illegal, invalid or unenforceable.

SECTION 11.07. *Notices.* All notices or communications to be given under this Indenture shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be effective either (a) upon transmission by facsimile transmission or other form of telecommunication, confirmed by telephone, (b) 48 hours after deposit in the United States mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The Authority, the City or the Trustee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

*If to the Authority
or the City:*

City of Campbell
70 North First Street
Campbell, California 95008

Attention: City Manager
Fax: _____

If to the Trustee:

The Bank of New York Mellon Trust Company, N.A.

Fax: _____

SECTION 11.08. *Evidence of Rights of Bond Owners.* Any request, consent or other instrument required or permitted by this Indenture to be signed and executed by Bond Owners may be in any number of concurrent instruments of substantially similar tenor and shall be signed or executed by such Bond Owners in person or by an agent or agents duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any such agent, or of the holding by any person of Bonds transferable by delivery, shall be sufficient for any purpose of this

Indenture and shall be conclusive in favor of the Trustee and the Authority if made in the manner provided in this Section 11.08.

The fact and date of the execution by any person of any such request, consent or other instrument or writing may be proved by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the person signing such request, consent or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer.

The ownership of Bonds shall be proved by the Registration Books.

Any request, consent, or other instrument or writing of the Owner of any Bond shall bind every future Owner of the same Bond and the Owner of every Bond issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Authority in accordance therewith or reliance thereon.

SECTION 11.09. *Disqualified Bonds.* In determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are known by the Trustee to be owned or held by or for the account of the Authority or the City, or by any other obligor on the Bonds, or by any person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Authority or the City or any other obligor on the Bonds, shall be disregarded and deemed not to be Outstanding for the purpose of any such determination. Bonds so owned which have been pledged in good faith may be regarded as Outstanding for the purposes of this Section if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Bonds and that the pledgee is not a person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Authority or the City or any other obligor on the Bonds. In case of a dispute as to such right, the Trustee shall be entitled to rely upon the advice of counsel in any decision by Trustee and shall be fully protected in relying thereon.

Upon request, the Authority shall certify to the Trustee those Bonds disqualified under this Section 11.09, and the Trustee may conclusively rely on such certifications.

SECTION 11.10. *Money Held for Particular Bonds.* The money held by the Trustee for the payment of the interest, premium, if any, or principal due on any date with respect to particular Bonds (or portions of Bonds in the case of Bonds redeemed in part only) shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Owners of the Bonds entitled thereto, *subject, however,* to the provisions of Section 10.04 but without any liability for interest thereon.

SECTION 11.11. *Waiver of Personal Liability.* No member, officer, agent or employee of the Authority shall be individually or personally liable for the payment of the principal or interest or premium (if any) on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law or by this Indenture.

SECTION 11.12. *Successor Is Deemed Included in All References to Predecessor.* Whenever in this Indenture either the Authority, the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the Authority, the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

SECTION 11.13. *Execution in Several Counterparts.* This Indenture may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Authority and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

SECTION 11.14. *Payment on Non-Business Day.* In the event any payment is required to be made hereunder on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day and with the same effect as if made on such preceding non-Business Day.

SECTION 11.15. *Governing Law.* This Indenture shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the CAMPBELL JOINT PUBLIC FINANCE AUTHORITY has caused this Indenture to be signed in its name by its Executive Director and attested to by its Secretary, and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., in token of its acceptance of the trusts created hereunder, has caused this Indenture to be signed in its corporate name by its officer thereunto duly authorized, all as of the day and year first above written.

**CAMPBELL JOINT PUBLIC FINANCE
AUTHORITY**

By _____
Executive Director

Attest:

Secretary

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,**
as Trustee

By _____
Authorized Officer

APPENDIX A

DEFINITIONS

“1997 Certificates” means the 1997 Refunding Certificates of Participation (Civic Center Project) originally executed and delivered in the aggregate principal amount of \$13,480,000.

“2002 Certificates” means the 2002 Refunding Certificates of Participation (Civic Center Project) originally executed and delivered in the aggregate principal amount of \$11,930,843.30 a portion of which are not included in the Successor Agency Repayment Obligation and a portion of which are not subject to prepayment prior to maturity.)

“Additional Rental Payments” means the amounts of additional rental which are payable by the City under Section 4.5 of the Lease or which are otherwise identified as Additional Rental Payments under the Lease.

“Assignment Agreement” means the Assignment Agreement dated as of _____ 1, 2016, between the Authority as assignor and the Trustee as assignee, as originally executed or as thereafter amended.

“Authority” means the Campbell Joint Public Finance Authority, a joint exercise of powers authority duly organized and existing under the laws of the State of California.

“Authorized Representative” means: (a) with respect to the Authority, its Chair, Executive Director, Secretary, Treasurer, General Counsel or any other person designated as an Authorized Representative of the Authority by a Written Certificate of the Authority signed by its Executive Director and filed with the City and the Trustee; and (b) with respect to the City, its City Manager, Finance Director, City Attorney or any other person designated as an Authorized Representative of the City by a Written Certificate of the City signed by its City Manager and filed with the Authority and the Trustee.

“Bond Counsel” means (a) Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys appointed by or acceptable to the Authority of nationally-recognized experience in the issuance of obligations the interest on which is excludable from gross income for federal income tax purposes under the Tax Code.

“Bond Fund” means the fund by that name established and held by the Trustee under Section 5.01.

“Bond Law” means Article 4 of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, commencing with Section 6584 of said Code.

“Bond Year” means each twelve-month period extending from October 2 in one calendar year to October 1 of the succeeding calendar year, both dates inclusive; except that the first Bond Year commences on the Closing Date and extends to and including October 1, 2017.

“Bonds” means the \$_____ aggregate principal amount of Campbell Joint Public Finance Authority 2016 Refunding Lease Revenue Bonds authorized by and at any time Outstanding under this Indenture.

“Business Day” means a day (other than a Saturday or a Sunday) on which banks are not required or authorized to remain closed in the City in which the Office of the Trustee is located.

“City” means the City of Campbell, a general law city and municipal corporation organized and existing under the Constitution and laws of the State of California.

“Closing Date” means the date of delivery of the Bonds to the Original Purchaser.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the City relating to the authorization, issuance, sale and delivery of the Bonds and the refunding of the Prior Certificates, including but not limited to: printing expenses; rating agency fees; filing and recording fees; initial fees, expenses and charges of the Trustee and their respective counsel, including the Trustee’s first annual administrative fee; fees, charges and disbursements of attorneys, financial advisors, accounting firms, consultants and other professionals; fees and charges for preparation, execution and safekeeping of the Bonds; and any other cost, charge or fee in connection with the original issuance of the Bonds and the refunding of the Prior Certificates.

“Costs of Issuance Fund” means the fund by that name established and held by the Trustee under Section 3.03.

“Depository” means (a) initially, DTC, and (b) any other Securities Depositories acting as Depository under Section 2.04.

“Depository System Participant” means any participant in the Depository’s book-entry system.

“DTC” means The Depository Trust Company, New York, New York, and its successors and assigns.

“Escrow Agreement” means the Escrow Deposit and Trust Agreement, dated as of the Closing Date, among the City, the Successor Agency and the Prior Trustee, providing for the deposit, investment and application of funds to refinance certain of the Successor Agency’s outstanding bonds, the Successor Agency Repayment Obligation and the Prior Certificates.

“Event of Default” means any of the events specified in Section 7.01.

“Excess Investment Earnings” means an amount required to be rebated to the United States of America under Section 148(f) of the Tax Code due to investment of gross proceeds of the Bonds at a yield in excess of the yield on the Bonds.

“Federal Securities” means: (a) any direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), for which the full faith and credit of the United States of America are pledged; (b) obligations of any

agency, department or instrumentality of the United States of America, the timely payment of principal and interest on which are directly or indirectly secured or guaranteed by the full faith and credit of the United States of America.

“Fiscal Year” means any twelve-month period extending from July 1 in one calendar year to June 30 of the succeeding calendar year, both dates inclusive, or any other twelve-month period selected and designated by the Authority as its official fiscal year period.

“Indenture” means this Indenture of Trust, as originally executed or as it may from time to time be supplemented, modified or amended by any Supplemental Indenture under the provisions hereof.

“Independent Accountant” means any certified public accountant or firm of certified public accountants appointed and paid by the Authority or the City, and who, or each of whom (a) is in fact independent and not under domination of the Authority or the City; (b) does not have any substantial interest, direct or indirect, in the Authority or the City; and (c) is not connected with the Authority or the City as an officer or employee of the Authority or the City but who may be regularly retained to make annual or other audits of the books of or reports to the Authority or the City.

“Insurance and Condemnation Fund” means the fund by that name established and held by the Trustee under Section 5.07.

“Interest Account” means the account by that name established and held by the Trustee in the Bond Fund under Section 5.02.

“Interest Payment Date” means each April 1 and October 1, commencing [October 1, 2016], so long as any Bonds remain unpaid.

“Lease” means the Lease Agreement dated as of _____ 1, 2016, between the Authority as lessor and the City as lessee of the Leased Property, as originally executed and as it may from time to time be supplemented, modified or amended in accordance with the terms thereof and of this Indenture.

“Lease Payment Date” means, with respect to any Interest Payment Date, the Business Day immediately preceding such Interest Payment Date.

“Lease Payments” means the amounts payable by the City under Section 4.3(a) of the Lease, including any prepayment thereof and including any amounts payable upon a delinquency in the payment thereof.

“Leased Property” means the real property described in Appendix A to the Lease, together with all improvements and facilities at any time situated thereon.

“Net Proceeds” means amounts derived from any policy of casualty insurance or title insurance with respect to the Leased Property, or the proceeds of any taking of the Leased Property or any portion thereof in eminent domain proceedings (including sale under threat of such proceedings), to the extent remaining after payment therefrom of all expenses incurred in the collection and administration thereof.

"Nominee" means (a) initially, Cede & Co. as nominee of DTC, and (b) any other nominee of the Depository designated under Section 2.04(a).

"Office" means the corporate trust office of the Trustee in _____, or such other or additional offices as the Trustee may designate in writing to the Authority from time to time as the corporate trust office for purposes of the Indenture; except that with respect to presentation of Bonds for payment or for registration of transfer and exchange such term means the office or agency of the Trustee at which, at any particular time, its corporate trust agency business is conducted.

"Original Purchaser" means Raymond James & Associates, Inc., as original purchaser of the Bonds upon their delivery by the Trustee on the Closing Date.

"Outstanding", when used as of any particular time with reference to Bonds, means all Bonds theretofore, or thereupon being, authenticated and delivered by the Trustee under this Indenture except: (a) Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation; (b) Bonds with respect to which all liability of the Authority shall have been discharged in accordance with Section 10.02, including Bonds (or portions thereof) described in Section 11.09; and (c) Bonds for the transfer or exchange of or in lieu of or in substitution for which other Bonds shall have been authenticated and delivered by the Trustee under this Indenture.

"Owner", whenever used herein with respect to a Bond, means the person in whose name the ownership of such Bond is registered on the Registration Books.

"Permitted Encumbrances" means, as of any time: (a) liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the City may permit to remain unpaid under Article V of the Lease; (b) the Site Lease, the Lease and the Assignment Agreement; (c) any right or claim of any mechanic, laborer, material man, supplier or vendor not filed or perfected in the manner prescribed by law; (d) the exceptions disclosed in the title insurance policy with respect to the Leased Property issued as of the Closing Date by _____; and (e) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record and which the City certifies in writing will not materially impair the use of the Leased Property for its intended purposes.

"Permitted Investments" means any of the following:

- (a) any direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), for which the full faith and credit of the United States of America are pledged.
- (b) obligations of any agency, department or instrumentality of the United States of America, the timely payment of principal and interest on which are directly or indirectly secured or guaranteed by the full faith and credit of the United States of America.
- (c) Any direct or indirect obligations of an agency or department of the United States of America whose obligations represent the full faith

and credit of the United States of America, or which are rated A or better by S&P.

- (d) Interest-bearing deposit accounts (including certificates of deposit) in federal or State chartered savings and loan associations or in federal or State of California banks (including the Trustee), provided that: (i) the unsecured obligations of such commercial bank or savings and loan association are rated A or better by S&P; or (ii) such deposits are fully insured by the Federal Deposit Insurance Corporation or secured at all times by collateral described in (a) or (b) above.
- (e) Commercial paper rated "A-1+" or better by S&P.
- (f) Federal funds or bankers acceptances with a maximum term of one year of any bank which an unsecured, uninsured and unguaranteed obligation rating of "A-1+" or better by S&P.
- (g) Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of at least AAAM-G, AAAM or AAM, which funds may include funds for which the Trustee, its affiliates, parent or subsidiaries provide investment advisory or other management services.
- (h) Obligations the interest on which is excludable from gross income pursuant to Section 103 of the Tax Code and which are either (a) rated A or better by S&P, or (b) fully secured as to the payment of principal and interest by Permitted Investments described in clauses (a) or (b).
- (i) Obligations issued by any corporation organized and operating within the United States of America having assets in excess of \$500,000,000, which obligations are rated A or better by S&P.
- (j) Bonds or notes issued by any state or municipality which are rated A or better by S&P.
- (k) Any investment agreement with, or guaranteed by, a financial institution the long-term unsecured obligations or the claims paying ability of which are rated A or better by S&P at the time of initial investment, by the terms of which all amounts invested thereunder are required to be withdrawn and paid to the Trustee in the event either of such ratings at any time falls below A.
- (l) The Local Agency Investment Fund of the State of California, created pursuant to Section 16429.1 of the California Government Code, to the extent the Trustee is authorized to register such investment in its name.

"Principal Account" means the account by that name established and held by the Trustee in the Bond Fund under Section 5.02.

"Prior Certificates" means the portion of outstanding 1997 Certificates and the portion of outstanding 2002 Certificates not included in the Successor Agency Repayment Obligation (not including the capital appreciation 2002 Certificates, which are not subject to prepayment prior to maturity).

"Prior Trustee" means U.S. Bank National Association, its successors and assigns, as trustee for the Prior Certificates.

"Record Date" means, with respect to any Interest Payment Date, the 15th calendar day of the month preceding such Interest Payment Date, whether or not such day is a Business Day.

"Redemption Fund" means the fund by that name established and held by the Trustee under Section 5.06.

"Registration Books" means the records maintained by the Trustee under Section 2.05 for the registration and transfer of ownership of the Bonds.

"Revenues" means: (a) all amounts received by the Authority or the Trustee under or with respect to the Lease, including, without limiting the generality of the foregoing, all of the Lease Payments (including both timely and delinquent payments, any late charges, and whether paid from any source), but excluding (i) any amounts described in Section 7.5(b)(v) of the Lease, and (ii) any Additional Rental Payments; and (b) all interest, profits or other income derived from the investment of amounts in any fund or account established under this Indenture.

"Securities Depositories" means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other securities depositories as the Authority designates in written notice filed with the Trustee.

"Site Lease" means the Site Lease dated as of _____ 1, 20__, between the City as lessor and the Authority as lessee, as amended from time to time in accordance with its terms.

"Site Lease Payment" means the amount of \$_____ which is payable by the Authority to the City on the Closing Date under Section 3 of the Site Lease.

"S&P" means Standard & Poor's, a division of the McGraw Hill Companies, of New York, New York, its successors and assigns.

"Successor Agency" means the City of Campbell Successor Agency.

"Successor Agency Repayment Obligation" means an obligation to repay an advance made by the City to the Successor Agency, pursuant to a Third Amended and Restated Indebtedness Agreement, dated as of July 1, 2002, by and between the City and the Successor Agency, which repayments are payable directly to the Prior Trustee, as trustee with respect to the 1997 Certificates and the 2002 Certificates.

"Supplemental Indenture" means any indenture hereafter duly authorized and entered into between the Authority and the Trustee, supplementing, modifying or amending this Indenture; but only if and to the extent that such Supplemental Indenture is specifically authorized hereunder.

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

"Term" means, with reference to the Lease, the time during which the Lease is in effect, as provided in Section 4.2 thereof.

"Term Bonds" means the Bonds maturing on _____.

"Trustee" means The Bank of New York Mellon Trust Company, N.A., a national banking association organized and existing under the laws of United States of America, or its successor or successors, as Trustee hereunder as provided in Article VIII.

"Written Certificate," "Written Request" and "Written Requisition" of the Authority or the City mean, respectively, a written certificate, request or requisition signed in the name of the Authority or the City by its Authorized Representative. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

APPENDIX B

BOND FORM

NO. R- _____

***\$ _____ ***

UNITED STATES OF AMERICA
STATE OF CALIFORNIA

CAMPBELL JOINT PUBLIC FINANCE AUTHORITY

2016 REFUNDING LEASE REVENUE BOND

INTEREST RATE: _____% MATURITY DATE: October 1, _____ ORIGINAL ISSUE DATE: _____, 2016 CUSIP: _____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: ***

SPECTIMEN

The CAMPBELL JOINT PUBLIC FINANCE AUTHORITY, a public body corporate and politic duly organized and existing under the laws of the State of California (the "Authority"), for value received, hereby promises to pay to the Registered Owner specified above or registered assigns (the "Registered Owner"), on the Maturity Date specified above (subject to any right of prior redemption hereinafter provided for), the Principal Amount specified above, in lawful money of the United States of America, and to pay interest thereon in like lawful money from the Interest Payment Date (as hereinafter defined) next preceding the date of authentication of this Bond unless (i) this Bond is authenticated on or before an Interest Payment Date and after the close of business on the 15th day of the month preceding such interest payment date, in which event it shall bear interest from such Interest Payment Date, or (ii) this Bond is authenticated on or before [September 15, 2016], in which event it shall bear interest from the Original Issue Date specified above; *provided, however*, that if at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on this Bond, at the Interest Rate per annum specified above, payable semiannually on April 1 and October 1 in each year, commencing [October 1, 2016] (the "Interest Payment Dates"), calculated on the basis of a 360-day year composed of twelve 30-day months.

Principal hereof and premium, if any, upon early redemption hereof are payable upon presentation and surrender hereof at the corporate trust office of The Bank of New York Mellon Trust Company, N.A., in _____ (the "Trust Office"), as trustee (the "Trustee"). Interest hereon is payable by check of the Trustee mailed to the Registered

Owner hereof at the Registered Owner's address as it appears on the registration books of the Trustee as of the close of business on the fifteenth day of the month preceding each Interest Payment Date (a "Record Date"), or, upon written request filed with the Trustee as of such Record Date by a registered owner of at least \$1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to an account in the United States designated by such registered owner in such written request.

This Bond is not a debt of the City of Campbell (the "City"), the County of Santa Clara, the State of California, or any of its political subdivisions, and neither the City, said County, said State, nor any of its political subdivisions, is liable hereon nor in any event shall this Bond be payable out of any funds or properties of the Authority other than the Revenues.

This Bond is one of a duly authorized issue of bonds of the Authority designated as the "Campbell Joint Public Finance Authority 2016 Refunding Lease Revenue Bonds" (the "Bonds"), in an aggregate principal amount of \$ _____, all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates or redemption provisions) and all issued under the provisions of Article 4 of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, commencing with Section 6584 of said Code, and under an Indenture of Trust dated as of _____ 1, 2016, between the Authority and the Trustee (the "Indenture") and a resolution of the Authority adopted on June 7, 2016, authorizing the issuance of the Bonds. Reference is hereby made to the Indenture (copies of which are on file at the office of the Authority) and all supplements thereto for a description of the terms on which the Bonds are issued, the provisions with regard to the nature and extent of the Revenues, and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Trustee and the rights and obligations of the Authority thereunder, to all of the provisions of which the Registered Owner of this Bond, by acceptance hereof, assents and agrees.

The Bonds have been issued by the Authority to prepay certain outstanding certificates of participation of the City.

This Bond and the interest and premium, if any, hereon are special obligations of the Authority, payable from the Revenues, and secured by a charge and lien on the Revenues as defined in the Indenture, consisting principally of lease payments made by the City under a Lease Agreement dated as of _____ 1, 2016, between the Authority as lessor and the City as lessee (the "Lease"). As and to the extent set forth in the Indenture, all of the Revenues are exclusively and irrevocably pledged in accordance with the terms hereof and the provisions of the Indenture, to the payment of the principal of and interest and premium (if any) on the Bonds.

The rights and obligations of the Authority and the owners of the Bonds may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Indenture, but no such modification or amendment shall extend the fixed maturity of any Bonds, or reduce the amount of principal thereof or premium (if any) thereon, or extend the time of payment, or change the method of computing the rate of interest thereon, or extend the time of payment of interest thereon, without the consent of the owner of each Bond so affected.

The Bonds maturing on or before October 1, 2026, are not subject to optional redemption prior to their respective stated maturity dates. The Bonds maturing on or after October 1, 2027, are subject to redemption in whole, or in part at the request of the Authority among maturities on such basis as the Authority may designate and by lot within a maturity, at the option of the Authority, on any date on or after April 1, 2026, from any available source of funds, at a redemption price equal to 100% of the principal amount to be redeemed plus accrued interest to the date of redemption, without premium.

The Bonds are subject to redemption as a whole, or in part by lot, on any date, to the extent of any net proceeds of hazard or title insurance with respect to the property which has been leased under the Lease (the "Leased Property") or any portion thereof which are not used to repair or replace the Leased Property pursuant to the Lease, or to the extent of any net proceeds arising from the disposition of the Leased Property or any portion thereof in eminent domain proceedings which the City elects to be used for such purpose pursuant to the Lease, at a redemption price equal to the principal amount thereof plus interest accrued thereon to the date fixed for redemption, without premium.

The Bonds maturing on October 1, 20__ ("Term Bonds") are subject to mandatory redemption in part by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts and on October 1 in the respective years as set forth in the following tables; *provided, however*, that if some but not all of the Term Bonds have been redeemed as a result of an optional redemption or a special mandatory redemption, the total amount of all future sinking fund payments will be reduced by the aggregate principal amount of the Term Bonds so redeemed, to be allocated among such sinking fund payments on a pro rata basis in integral multiples of \$5,000 (as set forth in a schedule provided by the Authority to the Trustee).

Mandatory Sinking Fund Redemption of
Term Bonds Maturing October 1, 20__

Sinking Fund Redemption Date (<u>October 1</u>)	Principal Amount To Be Redeemed
---------------------------------------------------------	------------------------------------

Mandatory Sinking Fund Redemption of
Term Bonds Maturing October 1, 20__

Sinking Fund Redemption Date (<u>October 1</u>)	Principal Amount To Be Redeemed
---------------------------------------------------------	------------------------------------

As provided in the Indenture, notice of redemption will be mailed by the Trustee by first class mail not less than 30 nor more than 60 days prior to the redemption date to the respective owners of any Bonds designated for redemption at their addresses appearing on the registration books of the Trustee, but neither failure to receive such notice nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for redemption or the cessation of accrual of interest thereon from and after the date fixed for redemption. Notice of any optional redemption of the Bonds may be rescinded under the circumstances set forth in the Indenture, upon notice to the owners of such Bonds.

If this Bond is called for redemption and payment is duly provided therefor as specified in the Indenture, interest shall cease to accrue hereon from and after the date fixed for redemption.

This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the Trust Office, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon registration of such transfer, a new Bond or Bonds, of authorized denomination or denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange herefor. This Bond may be exchanged at the Trust Office for Bonds of the same tenor, aggregate principal amount, interest rate and maturity, of other authorized denominations.

The Authority and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the Authority and the Trustee shall not be affected by any notice to the contrary.

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the Authority or the Trustee for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

It is hereby certified by the Authority that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened or have been performed in due and regular time, form and manner as required by the Ordinance and the laws of the State of California and that the amount of this Bond, together with all other indebtedness of the Authority, does not exceed any limit prescribed by the Ordinance or any laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Indenture.

This Bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Campbell Joint Public Finance Authority has caused this Bond to be executed in its name and on its behalf with the facsimile signature of its Chair and attested to by the facsimile signature of its Secretary, all as of the Original Issue Date specified above.

**CAMPBELL JOINT PUBLIC FINANCE
AUTHORITY**

By _____
Jason T. Baker
Chairperson

Attest:

Secretary



CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Indenture.

Dated:

**The Bank of New York Mellon Trust
Company, N.A.,
as Trustee**

By _____
Authorized Signatory

ASSIGNMENT

For value received the undersigned hereby sells, assigns and transfers unto _____ whose address and social security or other tax identifying number is _____, the within-mentioned Bond and hereby _____ irrevocably constitute(s) _____ and _____ appoint(s) _____ attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor institution.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of

the within Bond in every particular without alteration or enlargement or any change whatsoever.

TO BE RECORDED AND WHEN RECORDED
RETURN TO:

Jones Hall
A Professional Law Corporation
475 Sansome Street, Suite 1700
San Francisco, California 94111
Attention: Christopher K. Lynch, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX UNDER SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES UNDER SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

SITE LEASE

This SITE LEASE (this "**Site Lease**"), dated for convenience as of _____ 1, 2016, is between the CITY OF CAMPBELL, a general law city and municipal corporation duly organized and existing under the Constitution and laws of the State of California, as lessor (the "**City**"), and the CAMPBELL JOINT PUBLIC FINANCE AUTHORITY, a joint powers authority duly organized and existing under the laws of the State of California, as lessee (the "**Authority**").

BACKGROUND:

1. The City previously caused the execution and delivery of its 1997 Refunding Certificates of Participation (Civic Center Project) in the aggregate initial principal amount of \$13,480,000 (the "**1997 Certificates**"), pursuant to a Trust Agreement dated as of October 1, 1997, with the City of Campbell Successor Agency (the "**Successor Agency**") and U.S. Bank, National Association, as successor trustee, for the purpose of (i) refunding on an advance basis all of the remaining undefeased portion of the City's outstanding Certificates of Participation (Civic Center Project) executed and delivered in November 1991 and (ii) funding street capital improvements in the City

2. The City previously caused the execution and delivery of its 2002 Refunding Certificates of Participation (Civic Center Project), pursuant to a Trust Agreement, dated as of July 1, 2002, with the Successor Agency, and the U.S. Bank National Association, as successor trustee in the aggregate initial principal amount of \$11,930,843.30 (the "**2002 Certificates**"), a portion of which are current interest certificates and a portion of which are capital appreciation certificates, for the purpose of (i) refunding on a current basis all of the City's outstanding 1993 Certificates of Participation (Civic Center Project) executed and delivered in November 1993, (ii) funding capital improvements in the City, and (iii) providing for a reserve fund and paying the costs of issuance of the 2002 Certificates.

3. The Successor Agency expects to issue its City of Campbell Successor Agency 2016 Tax Allocation Refunding Bonds in order to refinance (i) certain of its outstanding bonds and (ii) an obligation to repay an advance (the "Successor Agency Repayment Obligation") made by the City of Campbell to the Successor Agency, pursuant to a Third Amended and Restated Indebtedness Agreement, dated as of July 1, 2002, by and between the City and the Successor Agency, which repayments are payable directly to (A) U.S. Bank National Association, as trustee with respect to the 1997 Certificates and (B) U.S. Bank National Association, as trustee with respect to the 2002 Certificates.

4. The Successor Agency Repayment Obligation only includes a portion of the 1997 Certificates and the 2002 Certificates.

5. The City is proceeding to prepay the portion of its outstanding 1997 Certificates and the portion of its outstanding 2002 Certificates not included in the Successor Agency Repayment Obligation (not including the capital appreciation 2002 Certificates, which are not subject to prepayment prior to maturity, the "**Prior Certificates**").

6. To that end, the City has proposed to lease its _____, as more particularly described in Appendix A attached hereto and by this reference incorporated herein (the "**Leased Property**"), to the Authority under this Site Lease, in consideration of the payment by the Authority of an upfront rental payment (the "**Site Lease Payment**") which is sufficient to provide funds for the prepayment of the Prior Certificates.

7. The Authority has authorized the issuance of its Campbell Joint Public Finance Authority 2016 Refunding Lease Revenue Bonds in the aggregate principal amount of \$ _____ (the "**Bonds**") under an Indenture of Trust dated as of _____ 1, 2016 (the "Indenture"), between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the "**Trustee**"), for the purpose of providing the funds to enable the Authority to pay the Site Lease Payment to the City in accordance with this Site Lease.

8. In order to provide revenues which are sufficient to enable the Authority to pay debt service on the Bonds, the Authority has agreed to lease the Leased Property back to the City under a Lease Agreement dated as of _____ 1, 2016 (the "**Lease**"), which has been recorded concurrently herewith, under which the City has agreed to pay semiannual Lease Payments as the rental for the Leased Property thereunder.

9. The lease payments made by the City under the Lease have been assigned by the Authority to the Trustee for the security of the Bonds under an Assignment Agreement dated as of _____ 1, 2016, between the Authority as assignor and the Trustee as assignee, which has been recorded concurrently herewith.

A G R E E M E N T :

In consideration of the above premises and of the mutual promises and covenants herein contained and for other valuable consideration, the parties hereto do hereby agree as follows:

SECTION 1. *Lease of Property to Authority.* The City hereby leases the Leased Property to the Authority and the Authority hereby leases the Leased Property from the City, on the terms and conditions hereinafter set forth.

SECTION 2. *Term; Possession.* The term of this Site Lease commences on the Closing Date and ends on the date on which the Indenture is discharged in accordance with Section 10.03 thereof, but under any circumstances not later than October 1, 20___. The provisions of this Section 2 are subject in all respects to any other provisions of this Site Lease relating to the termination hereof.

SECTION 3. *Rental.* The Authority shall pay to the City as and for rental of the Leased Property hereunder, the sum of \$_____ (the "**Site Lease Payment**"). The Site Lease Payment is due and payable upon the issuance of the Bonds and the execution and delivery hereof, and will be paid from the proceeds of the Bonds. The Authority and the City hereby find and determine that the total amount of the Site Lease Payment does not exceed the fair market value of the leasehold interest in the Leased Property which is conveyed hereunder by the City to the Authority. No other amount of rental is due and payable by the Authority for the use and occupancy of the Leased Property under this Site Lease.

As provided in the Indenture, a portion of the proceeds of the Bonds will be applied to make the Site Lease Payment by depositing the full amount thereof with the Prior Trustee to be held, invested and administered in accordance with the Escrow Agreement for the purpose of discharging the City's obligations with respect to the Prior Certificates.

SECTION 4. *Leaseback to City.* The Authority shall lease the Leased Property back to the City under the Lease.

SECTION 5. *Assignments and Subleases.* Unless the City is in default under the Lease, the Authority may not assign its rights under this Site Lease or sublet all or any portion of the Leased Property, except as provided in the Assignment Agreement and in the Lease, without the prior written consent of the City.

SECTION 6. *Substitution or Release of Property.* If the City exercises its option under Section 3.2 of the Lease to substitute property for the Leased Property in whole or in part, such substitution shall also operate to substitute property for the Leased Property that is leased hereunder. If the City exercises its option under Section 3.3 of the Lease to release a portion of the Leased Property from the Lease, such substitution shall also operate to release such portion of the Leased Property hereunder. The description of the Leased Property that is leased under the Lease shall conform at all times to the description of the Leased Property which is leased hereunder.

SECTION 7. *Right of Entry.* The City reserves the right for any of its duly authorized representatives to enter upon the Leased Property, or any portion thereof, at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

SECTION 8. *Termination.* The Authority agrees, upon the termination of this Site Lease, to quit and surrender the Leased Property in the same good order and condition

as the Leased Property was in at the time of commencement of the term hereof, reasonable wear and tear excepted, and agrees that all buildings, improvements and structures then existing upon the Leased Property shall remain thereon and title thereto shall vest thereupon in the City for no additional consideration.

SECTION 9. *Default.* If the Authority defaults in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for 30 days following notice and demand for correction thereof to the Authority, the City may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Lease shall be deemed to occur as a result thereof and no such remedy may include termination hereof; *provided, however,* that so long as the Lease remains in effect, the Lease Payments payable by the City under the Lease shall continue to be paid to the Trustee.

SECTION 10. *Quiet Enjoyment.* The Authority at all times during the term of this Site Lease shall peaceably and quietly have, hold and enjoy all of the Leased Property, subject to the provisions of the Lease and subject only to Permitted Encumbrances (as that term is defined in the Lease).

SECTION 11. *Waiver of Personal Liability.* All liabilities under this Site Lease on the part of the Authority are solely corporate liabilities of the Authority as a public entity, and the City hereby releases each and every member and officer of the Authority of and from any personal or individual liability under this Site Lease. No member or officer of the Authority or its governing board shall at any time or under any circumstances be individually or personally liable under this Site Lease for anything done or omitted to be done by the Authority hereunder.

SECTION 12. *Taxes.* The City covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Leased Property and any improvements thereon.

SECTION 13. *Eminent Domain.* If the whole or any part of the Leased Property or any improvements thereon is taken by eminent domain proceedings, the interest of the Authority shall be recognized and is hereby determined to be the amount of the then unpaid Lease Payments payable under the Lease and the balance of the award, if any, shall be paid to the City.

SECTION 14. *Partial Invalidity.* If any one or more of the terms, provisions, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 15. *Notices.* Any notice, request, complaint, demand or other communication under this Site Lease shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by telecopy, telex or other form of telecommunication, at its number set forth below. Notice shall be effective either (a) upon transmission by telecopy, telex or other form of telecommunication, (b) 48 hours after deposit in the United States mail, postage prepaid, or (c) in the case of

personal delivery to any person, upon actual receipt. The City, the Authority and the Trustee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

*If to the Authority
or the City:*

City of Campbell
70 North First Street
Campbell, California 95008

Attention: City Manager
Fax: _____

If to the Trustee:

The Bank of New York Mellon Trust Company, N.A.

Fax: _____

SECTION 16. *Amendment of this Site Lease.* The Authority and the City may at any time amend or modify any of the provisions of this Site Lease, but only (a) with the prior written consent of the Owners of a majority in aggregate principal amount of the Outstanding Bonds; or (b) without the consent of any of the Bond Owners, but only if such amendment or modification is for any one or more of the following purposes:

- (i) to make cure any ambiguity, or to cure, correct or supplement any defective provision contained herein, or in any other respect whatsoever as the Authority and the City may deem necessary or desirable, provided that, in the opinion of Bond Counsel, such modifications or amendments do not materially adversely affect the interests of the Owners of the Bonds;
- (ii) to amend any provision hereof relating to the Tax Code, to any extent whatsoever but only if and to the extent such amendment will not adversely affect the exclusion from gross income of interest on the Bonds under the Tax Code, in the opinion of Bond Counsel;
- (iii) to conform to any amendment of the Indenture which is made thereto in accordance with Section 9.01 of the Indenture; or
- (iv) for the purpose of effectuating any substitution or release of property under Section 6.

SECTION 17. *Governing Law.* This Site Lease shall be construed in accordance with and governed by the Constitution and laws of the State of California.

SECTION 18. *Third Party Beneficiary.* The Trustee is hereby made a third party beneficiary under this Site Lease with all rights of a third party beneficiary.

SECTION 19. *Binding Effect.* This Site Lease inures to the benefit of and is binding upon the Authority, the City and their respective successors and assigns, subject, however, to the limitations contained herein.

SECTION 20. *Section Headings.* All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site Lease.

SECTION 21. *Execution in Counterparts.* This Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same lease. It is also agreed that separate counterparts of this Site Lease may be separately executed by the Authority and the City, all with the same force and effect as though the same counterpart had been executed by both the Authority and the City.

SECTION 22. *Defined Terms.* All capitalized terms used herein and not otherwise defined have the respective meanings given those terms in the Indenture.

IN WITNESS WHEREOF, the City and the Authority have caused this Site Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CITY OF CAMPBELL, as lessor

By _____
Finance Director

Attest:

City Clerk

**CAMPBELL JOINT PUBLIC FINANCE
AUTHORITY, as lessee**

By _____
Executive Director

Attest:

Secretary

APPENDIX A

DESCRIPTION OF THE LEASED PROPERTY

The Leased Property consists of that certain real property situated in the City of Campbell, County of Santa Clara, State of California, which is more particularly described as follows:

TO BE RECORDED AND WHEN RECORDED

RETURN TO:

Jones Hall, A Professional Law Corporation
475 Sansome Street, Suite 1700
San Francisco, California 94111
Attention: Christopher K. Lynch, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX UNDER SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES UNDER SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

LEASE AGREEMENT

Dated as of _____ 1, 2016

between the

CAMPBELL JOINT PUBLIC FINANCE AUTHORITY,
as lessor

and the

CITY OF CAMPBELL,
as lessee

Relating to

\$ _____
**Campbell Joint Public Finance Authority
2016 Refunding Lease Revenue Bonds**

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APPENDIX A	DESCRIPTION OF THE LEASED PROPERTY
APPENDIX B	SCHEDULE OF LEASE PAYMENTS

LEASE AGREEMENT

This LEASE AGREEMENT (this "**Lease**"), dated for convenience as of _____ 1, 2016, is between the CAMPBELL JOINT PUBLIC FINANCE AUTHORITY, a joint powers authority duly organized and existing under the laws of the State of California, as lessor (the "**Authority**"), and the CITY OF CAMPBELL, a general law city and municipal corporation duly organized and existing under the Constitution and laws of the State of California, as lessee (the "**City**").

BACKGROUND:

1. The City previously caused the execution and delivery of its 1997 Refunding Certificates of Participation (Civic Center Project) in the aggregate initial principal amount of \$13,480,000 (the "**1997 Certificates**"), pursuant to a Trust Agreement dated as of October 1, 1997, with the City of Campbell Successor Agency (the "Successor Agency") and U.S. Bank, National Association, as successor trustee, for the purpose of (i) refunding on an advance basis all of the remaining undefeased portion of the City's outstanding Certificates of Participation (Civic Center Project) executed and delivered in November 1991 and (ii) funding street capital improvements in the City

2. The City previously caused the execution and delivery of its 2002 Refunding Certificates of Participation (Civic Center Project), pursuant to a Trust Agreement, dated as of July 1, 2002, with the Successor Agency, and the U.S. Bank National Association, as successor trustee in the aggregate initial principal amount of \$11,930,843.30 (the "**2002 Certificates**"), a portion of which are current interest certificates and a portion of which are capital appreciation certificates, for the purpose of (i) refunding on a current basis all of the City's outstanding 1993 Certificates of Participation (Civic Center Project) executed and delivered in November 1993, (ii) funding capital improvements in the City, and (iii) providing for a reserve fund and paying the costs of issuance of the 2002 Certificates.

3. The Successor Agency expects to issue its City of Campbell Successor Agency 2016 Tax Allocation Refunding Bonds, pursuant to a Trust Agreement, dated as of July 1, 2002, with the Successor Agency, and the U.S. Bank National Association, as successor trustee, in order to refinance (i) certain of its outstanding bonds and (ii) an obligation to repay an advance (the "Successor Agency Repayment Obligation") made by the City of Campbell to the Successor Agency, pursuant to a Third Amended and Restated Indebtedness Agreement, dated as of July 1, 2002, by and between the City and the Successor Agency, which repayments are payable directly to (A) U.S. Bank National Association, as trustee with respect to the 1997 Certificates and (B) U.S. Bank National Association, as trustee with respect to the 2002 Certificates.

4. The Successor Agency Repayment Obligation only includes a portion of the 1997 Certificates and the 2002 Certificates

5. The City is proceeding to prepay the portion of its outstanding 1997 Certificates and the portion of its outstanding 2002 Certificates not included in the Successor Agency Repayment Obligation (not including the capital appreciation 2002

Certificates, which are not subject to prepayment prior to maturity, the "**Prior Certificates**").

6. To that end, the City has leased the real property constituting its _____, as more particularly described in Appendix A attached hereto and by this reference incorporated herein (the "**Leased Property**"), to the Authority under a Site Lease dated as of _____ 1, 2016, which has been recorded concurrently herewith (the "**Site Lease**"), in consideration of the payment by the Authority of an upfront rental payment (the "**Site Lease Payment**") which is sufficient to provide funds for the prepayment of the Prior Certificates.

7. The Authority has authorized the issuance of its Campbell Joint Public Finance Authority 2016 Refunding Lease Revenue Bonds in the aggregate principal amount of \$_____ (the "**Bonds**") under an Indenture of Trust dated as of _____ 1, 2016 (the "**Indenture**"), between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the "**Trustee**"), for the purpose of providing the funds to enable the Authority to pay the Site Lease Payment to the City in accordance with the Site Lease.

8. In order to provide revenues which are sufficient to enable the Authority to pay debt service on the Bonds, the Authority has agreed to lease the Leased Property back to the City under this Lease under which the City agrees to pay semiannual Lease Payments as the rental for the Leased Property.

9. The lease payments made by the City under this Lease have been assigned by the Authority to the Trustee for the security of the Bonds under an Assignment Agreement dated as of _____ 1, 2016, between the Authority, as assignor and the Trustee, as assignee, which has been recorded concurrently herewith.

10. The City and the Authority have found and determined that all acts and proceedings required by law necessary to make this Lease, when executed by the City and the Authority, the valid, binding and legal obligations of the City and the Authority, and to constitute this Lease a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of this Lease have been in all respects duly authorized.

A G R E E M E N T :

In consideration of the material covenants contained in this Lease, the parties hereto hereby formally covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS; RULES OF INTERPRETATION

SECTION 1.1. *Definitions.* Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms in this Lease have the respective meanings given them in the Indenture.

SECTION 1.2. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular includes the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and includes the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Lease; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II

COVENANTS, REPRESENTATIONS AND WARRANTIES

SECTION 2.1. *Covenants, Representations and Warranties of the City.* The City makes the following covenants, representations and warranties to the Authority, the Trustee as of the date of the execution and delivery of this Lease:

- (a) Due Organization and Existence. The City is a general law city and municipal corporation duly organized and validly existing under the Constitution and laws of the State of California, has full legal right, power and authority under the laws of the State of California to enter into the Site Lease and this Lease and to carry out and consummate all transactions contemplated hereby, and by proper action the City has duly authorized the execution and delivery of the Site Lease and this Lease.
- (b) Due Execution. The representatives of the City executing the Site Lease and this Lease have been fully authorized to execute the same under a resolution duly adopted by the City Council of the City.
- (c) Valid, Binding and Enforceable Obligations. The Site Lease and this Lease have been duly authorized, executed and delivered by the City and constitute the legal, valid and binding obligations of the

City enforceable against the City in accordance with their respective terms.

- (d) No Conflicts. The execution and delivery of the Site Lease and this Lease, the consummation of the transactions therein and herein contemplated and the fulfillment of or compliance with the terms and conditions thereof and hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the City is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site Lease and this Lease or the financial condition, assets, properties or operations of the City.
- (e) Consents and Approvals. No consent or approval of any trustee or holder of any indebtedness of the City or of the voters of the City, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of the Site Lease and this Lease, or the consummation of any transaction therein and herein contemplated, except as have been obtained or made and as are in full force and effect.
- (f) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the City after reasonable investigation, threatened against or affecting the City or the assets, properties or operations of the City which, if determined adversely to the City or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Site Lease and this Lease, or upon the financial condition, assets, properties or operations of the City, and the City is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site Lease and this Lease or the financial conditions, assets, properties or operations of the City.

SECTION 2.2. *Covenants, Representations and Warranties of the Authority.* The Authority makes the following covenants, representations and warranties to the City, the Trustee as of the date of the execution and delivery of this Lease:

- (a) Due Organization and Existence. The Authority is a joint exercise of powers authority duly organized and existing under a joint powers agreement and the laws of the State of California; has power to enter into this Lease, the Site Lease, the Assignment Agreement and the Indenture; is possessed of full power to own and hold, improve and equip real and personal property, and to lease the same; and has duly authorized the execution and delivery of each of the aforesaid agreements and such agreements constitute the legal, valid and binding obligations of the Authority, enforceable against the Authority in accordance with their respective terms.
- (b) Due Execution. The representatives of the Authority executing this Lease, the Site Lease, the Assignment Agreement and the Indenture are fully authorized to execute the same pursuant to official action taken by the governing body of the Authority.
- (c) Valid, Binding and Enforceable Obligations. This Lease, the Site Lease, the Assignment Agreement and the Indenture have been duly authorized, executed and delivered by the Authority and constitute the legal, valid and binding agreements of the Authority, enforceable against the Authority in accordance with their respective terms.
- (d) No Conflicts. The execution and delivery of this Lease, the Site Lease, the Assignment Agreement and the Indenture, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the Authority is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Authority, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Lease, the Site Lease, the Assignment Agreement and the Indenture or the financial condition, assets, properties or operations of the Authority.
- (e) Consents and Approvals. No consent or approval of any trustee or holder of any indebtedness of the Authority, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Lease, the Site Lease, the Assignment Agreement or the Indenture, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

- (f) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the Authority after reasonable investigation, threatened against or affecting the Authority or the assets, properties or operations of the Authority which, if determined adversely to the Authority or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of this Lease, the Site Lease, the Assignment Agreement or the Indenture, or upon the financial condition, assets, properties or operations of the Authority, and the Authority is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Lease, the Site Lease, the Assignment Agreement or the Indenture or the financial conditions, assets, properties or operations of the Authority.

ARTICLE III

DEPOSIT AND APPLICATION OF FUNDS; SUBSTITUTION AND RELEASE OF PROPERTY

SECTION 3.1. *Deposit of Moneys*. On the Closing Date, the Authority will cause the proceeds of sale of the Bonds to be deposited with the Trustee. The Trustee shall deposit such proceeds in accordance with Section 3.02 of the Indenture.

SECTION 3.2. *Substitution of Property*. The City has the option at any time and from time to time, to substitute other real property (the "**Substitute Property**") for the Leased Property or any portion thereof (the "**Former Property**"), upon satisfaction of all of the following requirements which are hereby declared to be conditions precedent to such substitution:

- (a) No Event of Default has occurred and is continuing.
- (b) The City has filed with the Authority and the Trustee, and caused to be recorded in the office of the Santa Clara County Recorder sufficient memorialization of, an amendment hereof which adds the legal description of the Substitute Property to Appendix A and deletes therefrom the legal description of the Former Property.
- (c) The City has obtained a CLTA policy of title insurance insuring the City's leasehold estate hereunder in the Substitute Property, subject only to Permitted Encumbrances, in an amount at least equal to the estimated value thereof.

- (d) The City has certified in writing to the Authority and the Trustee that the Substitute Property serves the municipal purposes of the City and constitutes property which the City is permitted to lease under the laws of the State of California, and has been determined to be essential to the proper, efficient and economic operation of the City and to serve an essential governmental function of the City.
- (e) The Substitute Property does not cause the City to violate any of its covenants, representations and warranties made herein.
- (g) The City has filed with the Authority and the Trustee a written certificate of the City or other written evidencing stating that the useful life of the Substitute Property at least extends to October 1, _____, that the estimated value of the Leased Property, after substitution of the Substitute Property and release of the Former Property, is at least equal to the aggregate Outstanding principal amount of the Bonds, and the fair rental value of the Leased Property, after substitution of the Substitute Property and release of the Former Property, is at least equal to the Lease Payments thereafter coming due and payable hereunder.
- (h) The City has mailed written notice of such substitution to each rating agency which then maintains a rating on the Bonds.

Upon the satisfaction of all such conditions precedent, the Term of this Lease will thereupon end as to the Former Property and commence as to the Substitute Property, and all references to the Former Property will apply with full force and effect to the Substitute Property. The City is not entitled to any reduction, diminution, extension or other modification of the Lease Payments whatsoever as a result of any substitution of property under this Section. The Authority and the City will execute, deliver and cause to be recorded all documents required to discharge the Site Lease, this Lease and the Assignment Agreement of record against the Former Property and to cause the Substitute Property to become subject to all of the terms and conditions of the Site Lease, this Lease and the Assignment Agreement.

SECTION 3.3. *Release of Property.* The City has the option at any time and from time to time to release any portion of the Leased Property from this Lease (the "**Released Property**") provided that the City has satisfied all of the following requirements which are hereby declared to be conditions precedent to such release:

- (a) No Event of Default has occurred and is continuing.
- (b) The City has filed with the Authority and the Trustee, and caused to be recorded in the office of the Santa Clara County Recorder sufficient memorialization of, an amendment hereof which removes the Released Property from the Site Lease and this Lease.
- (c) The City has certified in writing to the Authority and the Trustee that the value of the property which remains subject to this Lease following such release is at least equal to the aggregate Outstanding principal amount of the Bonds, and the fair rental value

of the property which remains subject to this Lease following such release is at least equal to the Lease Payments thereafter coming due and payable hereunder.

- (d) The City has mailed written notice of such release to each rating agency which then maintains a rating on the Bonds.

Upon the satisfaction of all such conditions precedent, the Term of this Lease will thereupon end as to the Released Property. The City is not entitled to any reduction, diminution, extension or other modification of the Lease Payments whatsoever as a result of such release. The Authority and the City shall execute, deliver and cause to be recorded all documents required to discharge the Site Lease, this Lease and the Assignment Agreement of record against the Released Property.

ARTICLE IV

LEASE OF LEASED PROPERTY; TERM OF THIS LEASE; LEASE PAYMENTS

SECTION 4.1. *Lease of Leased Property.* The Authority hereby leases the Leased Property to the City and the City hereby leases the Leased Property from the Authority, upon the terms and conditions set forth in this Lease.

SECTION 4.2. *Term.* The Term of this Lease commences on the Closing Date and ends on the date on which the Indenture is discharged in accordance with Section 10.03 thereof, but under any circumstances not later than October 1, 20___. The provisions of this Section are subject to the provisions of Section 6.2 relating to the taking in eminent domain of the Leased Property in whole or in part.

SECTION 4.3. *Lease Payments.*

(a) Obligation to Pay. Subject to the provisions of Sections 6.2 and 6.3 and the provisions of Article IX, the City agrees to pay to the Authority, its successors and assigns, the Lease Payments in the respective amounts specified in Appendix B attached to this Lease, to be due and payable in immediately available funds on the Interest Payment Dates immediately following each of the respective Lease Payment Dates specified in Appendix B, and to be deposited by the City with the Trustee on each of the Lease Payment Dates specified in Appendix B. Any amount held in the Bond Fund, the Interest Account and the Principal Account on any Lease Payment Date (other than amounts resulting from the prepayment of the Lease Payments in part but not in whole under Article IX, and amounts required for payment of past due principal or interest on any Bonds not presented for payment) will be credited towards the Lease Payment then required to be paid hereunder. The City is not required to deposit any Lease Payment with the Trustee on any Lease Payment Date if the amounts then held in the Bond Fund, the Interest Account and the Principal Account are at least equal to the Lease Payment then required to be deposited with the Trustee. The Lease Payments payable in any Rental Period are for the use of the Leased Property during that Rental Period.

(b) Effect of Prepayment. If the City prepays all Lease Payments in full under Sections 9.2 or 9.3, the City's obligations under this Section will thereupon cease and terminate. If the City prepays the Lease Payments in part but not in whole under Sections 9.2 or 9.3, the principal components of the remaining Lease Payments will be reduced in integral multiples of \$5,000 among Lease Payment Dates on a basis which corresponds to the principal maturities of the Bonds which are redeemed thereby; and the interest component of each remaining Lease Payment will be reduced by the aggregate corresponding amount of interest which would otherwise be payable with respect to the Bonds thereby redeemed under Section 4.01 of the Indenture.

(c) Rate on Overdue Payments. If the City fails to make any of the payments required in this Section, the payment in default will continue as an obligation of the City until the amount in default has been fully paid, and the City agrees to pay the same with interest thereon, from the date of default to the date of payment at the highest rate of interest on any Outstanding Bond.

(d) Fair Rental Value. The aggregate amount of the Lease Payments and Additional Rental Payments coming due and payable during each Rental Period constitute the total rental for the Leased Property for such Rental Period, and are payable by the City in each Rental Period for and in consideration of the right of the use and occupancy of, and the continued quiet use and enjoyment of the Leased Property during each Rental Period. The parties hereto have agreed and determined that the total Lease Payments represent the fair rental value of the Leased Property. In making that determination, consideration has been given to the estimated value of the Leased Property, other obligations of the City and the Authority under this Lease, the uses and purposes which may be served by the Leased Property and the benefits therefrom which will accrue to the City and the general public.

(e) Assignment. The City understands and agrees that all Lease Payments have been assigned by the Authority to the Trustee in trust, under the Assignment Agreement, for the benefit of the Owners of the Bonds, and the City hereby assents to such assignment. The Authority hereby directs the City, and the City hereby agrees to pay to the Trustee at its Office, all payments payable by the City under this Section and all amounts payable by the City under Article IX.

SECTION 4.4. *Source of Payments; Covenant to Budget and Appropriate.* The Lease Payments are payable from any source of available funds of the City, subject to the provisions of Section 6.3. The City covenants to take all actions required to include the Lease Payments in each of its budgets during the Term of this Lease and to make the necessary appropriations for all Lease Payments and Additional Rental Payments. The foregoing covenant of the City contained constitutes a duty imposed by law and each and every public official of the City is required to take all actions required by law in the performance of the official duty of such officials to enable the City to carry out and perform the covenants and agreements in this Lease agreed to be carried out and performed by the City.

SECTION 4.5. *Additional Rental Payments.* In addition to the Lease Payments, the City shall pay when due the following amounts of Additional Rental Payments in consideration of the lease of the Leased Property by the City from the Authority hereunder:

- (a) all fees and expenses incurred by the Authority in connection with or by reason of its leasehold estate in the Leased Property, when due,
- (b) all reasonable compensation to the Trustee for all services rendered under the Indenture and for all reasonable expenses, charges, costs, liabilities, legal fees and other disbursements incurred in and about the performance of its powers and duties under the Indenture,
- (c) the reasonable fees and expenses of such accountants, consultants, attorneys and other experts as may be engaged by the Authority or the Trustee to prepare audits, financial statements, reports, opinions or provide such other services required under this Lease or the Indenture,
- (d) amounts coming due and payable as Excess Investment Earnings in accordance with Section 7.6(e), and
- (e) the reasonable out-of-pocket expenses of the Authority in connection with the execution and delivery of this Lease or the Indenture, or in connection with the issuance of the Bonds, including but not limited to any and all expenses incurred in connection with the authorization, sale and delivery of the Bonds, or incurred by the Authority in connection with any litigation which may at any time be instituted involving this Lease, the Bonds, the Indenture or any of the other documents contemplated hereby or thereby, or otherwise incurred in connection with the administration of this Lease.

SECTION 4.6. *Quiet Enjoyment.* Throughout the Term of this Lease, the Authority shall provide the City with quiet use and enjoyment of the Leased Property and the City will peaceably and quietly have and hold and enjoy the Leased Property, without suit, trouble or hindrance from the Authority, except as expressly set forth in this Lease. The Authority will, at the request of the City and at the City's cost, join in any legal action in which the City asserts its right to such possession and enjoyment to the extent the Authority may lawfully do so. Notwithstanding the foregoing, the Authority has the right to inspect the Leased Property as provided in Section 7.2.

SECTION 4.7. *Title.* Upon the termination of this Lease (other than under Section 8.2(b) hereof), all right, title and interest of the Authority in and to the Leased Property transfers to and vests in the City. The Authority shall take any and all steps and execute and record any and all documents reasonably required by the City to consummate any such transfer of title.

ARTICLE V

MAINTENANCE; TAXES; INSURANCE; AND OTHER MATTERS

SECTION 5.1. *Maintenance, Utilities, Taxes and Assessments.* Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all improvement, repair and maintenance of the Leased Property are the responsibility of the City, and the City will pay for or otherwise arrange for the payment of all utility services supplied to the Leased Property, which may include, without limitation, janitor service, security, power, gas, telephone, light, heating, water and all other utility services, and will pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property resulting from ordinary wear and tear or want of care on the part of the City or any assignee or sublessee thereof. In exchange for the Lease Payments herein provided, the Authority agrees to provide only the Leased Property. The City waives the benefits of subsections 1 and 2 of Section 1932, Section 1933(4) and Sections 1941 and 1942 of the California Civil Code, but such waiver does not limit any of the rights of the City under the terms of this Lease.

The City shall also pay or cause to be paid all taxes and assessments of any type or nature, if any, charged to the Authority or the City affecting the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the City shall pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

The City may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Authority notifies the City that, in its reasonable opinion, by nonpayment of any such items the interest of the Authority in the Leased Property will be materially endangered or the Leased Property or any part thereof will be subject to loss or forfeiture, in which event the City shall promptly pay such taxes, assessments or charges or provide the Authority with full security against any loss which may result from nonpayment, in form satisfactory to the Authority and the Trustee.

SECTION 5.2. *Modification of Leased Property.* The City has the right, at its own expense, to make additions, modifications and improvements to the Leased Property or any portion thereof. All additions, modifications and improvements to the Leased Property will thereafter comprise part of the Leased Property and become subject to the provisions of this Lease. Such additions, modifications and improvements may not in any way damage the Leased Property, or cause the Leased Property to be used for purposes other than those authorized under the provisions of state and federal law; and the Leased Property, upon completion of any additions, modifications and improvements made thereto under this Section, must be of a value which is not substantially less than the value thereof immediately prior to the making of such additions, modifications and improvements. The City will not permit any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any remodeling, additions, modifications, improvements, repairs, renewals or replacements made by the City under this Section; except that if any such lien is established and the City first notifies or causes to be notified the Authority of the City's

intention to do so, the City may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Authority with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Authority. The Authority will cooperate fully in any such contest, upon the request and at the expense of the City.

SECTION 5.3. *Liability and Property Damage Insurance.* The City shall maintain or cause to be maintained throughout the Term of this Lease, but only if and to the extent available from reputable insurers at reasonable cost in the reasonable opinion of the City, a standard commercial general liability insurance policy or policies in protection of the Authority, the City, and their respective members, officers, agents, employees and assigns. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Leased Property. Such policy or policies shall provide coverage in such liability limits and be subject to such deductibles as the City deems adequate and prudent. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City, and may be maintained in whole or in part in the form of self-insurance by the City, subject to the provisions of Section 5.7, or in the form of the participation by the City in a joint powers agency or other program providing pooled insurance. The proceeds of such liability insurance must be applied toward extinguishment or satisfaction of the liability with respect to which paid.

SECTION 5.4. *Casualty Insurance.* The City shall procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease, casualty insurance against loss or damage to all buildings situated on the Leased Property, in an amount at least equal to the lesser of (a) 100% of the replacement value of the insured buildings, or (b) 100% of the aggregate principal amount of the Outstanding Bonds. Such insurance must, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance, and must include earthquake insurance if available at reasonable cost from reputable insurers in the judgment of the City. Such insurance may be subject to such deductibles as the City deems adequate and prudent. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City, and may be maintained in whole or in part in the form of the participation by the City in a joint powers agency or other program providing pooled insurance; provided that such insurance may not be maintained by the City in the form of self-insurance. The Net Proceeds of such insurance must be applied as provided in Section 6.1.

SECTION 5.5. *Rental Interruption Insurance.* The City shall procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease, rental interruption or use and occupancy insurance to cover loss, total or partial, of the use of any portion of the Leased Property constituting buildings or other improvements as a result of any of the hazards covered in the insurance required by Section 5.4, in an amount at least equal to the maximum such Lease Payments coming due and payable during any consecutive two Fiscal Years. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City, and may be maintained in whole or in part in the form of the participation by the City in a joint powers agency or other program providing pooled insurance; provided that such insurance may

not be maintained by the City in the form of self-insurance. The Net Proceeds of such insurance, if any, must be paid to the Trustee and deposited in the Bond Fund, to be applied as a credit towards the payment of the Lease Payments allocable to the insured improvements as the same become due and payable.

SECTION 5.6. *Recordation Hereof; Title Insurance.* On or before the Closing Date the City shall, at its expense, (a) cause the Site Lease, the Assignment Agreement and this Lease, or a memorandum hereof or thereof in form and substance approved by Bond Counsel, to be recorded in the office of the Santa Clara County Recorder, and (b) obtain a CLTA title insurance policy insuring the City's leasehold estate hereunder in the Leased Property, subject only to Permitted Encumbrances, in an amount at least equal to the aggregate principal amount of the Bonds. All Net Proceeds received under any such title insurance policy must be deposited with the Trustee in the Bond Fund to be credited towards the prepayment of the remaining Lease Payments under Section 9.3.

SECTION 5.7. *Insurance Net Proceeds; Form of Policies.* Each policy of insurance maintained under Sections 5.4, 5.5 and 5.6 must name the Trustee as loss payee so as to provide that all proceeds thereunder are payable to the Trustee. The City shall pay or cause to be paid when due the premiums for all insurance policies required by this Lease. All such policies shall provide that the Trustee is given 30 days' notice of each expiration, any intended cancellation thereof or reduction of the coverage provided thereby. The City must file with the Trustee annually, within 90 days following the close of each Fiscal Year, a certificate of the City stating that all policies of insurance required hereunder are then in full force and effect. The Trustee has no responsibility for the sufficiency, adequacy or amount of any insurance or self-insurance herein required and is fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss.

If any insurance maintained under Section 5.3 is provided in the form of self-insurance, the City must file with the Trustee annually, within 90 days following the close of each Fiscal Year, a statement of the risk manager of the City or an independent insurance adviser engaged by the City identifying the extent of such self-insurance and stating the determination that the City maintains sufficient reserves with respect thereto. If any such insurance is provided in the form of self-insurance by the City, the City has no obligation to make any payment with respect to any insured event except from those reserves.

SECTION 5.8. *Installation of City's Personal Property.* The City may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed other items of equipment or other personal property in or upon the Leased Property. All such items shall remain the sole property of the City, in which neither the Authority nor the Trustee has any interest, and may be modified or removed by the City at any time, provided that the City must repair all damage to the Leased Property resulting from the installation, modification or removal of any such items. Nothing in this Lease prevents the City from purchasing or leasing items to be installed under this Section under a lease or conditional sale agreement, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, so long as no such lien or security interest attaches to any part of the Leased Property.

SECTION 5.9. *Liens.* The City may not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on

or with respect to the Leased Property, other than as herein contemplated and except for such encumbrances as the City certifies in writing to the Trustee do not materially and adversely affect the leasehold estate of the City in the Leased Property hereunder. If any such mortgage, pledge, lien, charge, encumbrance or claim does materially and adversely affect the leasehold estate of the City in the Leased Property hereunder, the City will promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim, for which it is responsible; provided that the City is not required to do so prior to the time when such mortgage, pledge, lien, charge, encumbrance or claim actually causes such material adverse effect. The City will reimburse the Authority for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

SECTION 5.10. *Advances.* If the City fails to perform any of its obligations under this Article V, the Authority may (but is not required to) take such action as it deems necessary to cure such failure, including the advancement of money, and the City shall repay all such advances as Additional Rental Payments hereunder, with interest at the rate set forth in Section 4.3(c).

ARTICLE VI

DAMAGE, DESTRUCTION AND EMINENT DOMAIN; USE OF NET PROCEEDS

SECTION 6.1. *Application of Net Proceeds.* The Trustee, as assignee of the Authority under the Assignment Agreement, has the right to receive all Net Proceeds. As provided in the Indenture, the Trustee will deposit all Net Proceeds in the Insurance and Condemnation Fund to be applied as set forth in Section 5.07 of the Indenture.

SECTION 6.2. *Termination or Abatement Due to Eminent Domain.* If the Leased Property is taken permanently under the power of eminent domain or sold to a government threatening to exercise the power of eminent domain, the Term of this Lease thereupon ceases as of the day possession is taken. If less than all of the Leased Property is taken permanently, or if the Leased Property is taken temporarily, under the power of eminent domain, then:

- (a) this Lease shall continue in full force and effect with respect thereto and does not terminate by virtue of such taking, and the parties waive the benefit of any law to the contrary; and
- (b) the Lease Payments are subject to abatement in an amount determined by the City such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portions of the Leased Property.

SECTION 6.3. *Abatement Due to Damage or Destruction.* The Lease Payments are subject to abatement during any period in which by reason of damage or destruction (other than by eminent domain which is hereinbefore provided for) there is substantial interference with the use and occupancy by the City of the Leased Property or any

portion thereof. The Lease Payments are subject to abatement in an amount determined by the City such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portions of the Leased Property not damaged or destroyed. Such abatement will continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction. In the event of any such damage or destruction, this Lease continues in full force and effect and the City waives any right to terminate this Lease by virtue of any such damage and destruction.

ARTICLE VII

OTHER COVENANTS OF THE CITY

SECTION 7.1. *Disclaimer of Warranties.* THE AUTHORITY AND THE TRUSTEE MAKE NO AGREEMENT, WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE CITY OF THE LEASED PROPERTY OR ANY PORTION THEREOF, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED PROPERTY OR ANY PORTION THEREOF. THE CITY ACKNOWLEDGES THAT THE AUTHORITY IS NOT A MANUFACTURER OF ANY PORTION OF THE LEASED PROPERTY OR A DEALER THEREIN, THAT THE CITY LEASES THE LEASED PROPERTY AS-IS, IT BEING AGREED THAT ALL OF THE AFOREMENTIONED RISKS ARE TO BE BORNE BY THE CITY. The Authority has no liability for incidental, indirect, special or consequential damages, in connection with or arising out of this Lease for the existence, furnishing, functioning or use of the Leased Property by the City.

SECTION 7.2. *Access to the Leased Property.* The City agrees that the Authority and any Authorized Representative of the Authority, and the Authority's successors or assigns, have the right at all reasonable times to enter upon and to examine and inspect the Leased Property or any part thereof. The City further agrees that the Authority, any Authority Representative and the Authority's successors or assigns may have such rights of access to the Leased Property or any component thereof as reasonably necessary to cause the proper maintenance of the Leased Property if the City fails to perform its obligations hereunder; *provided, however*, that neither the Authority nor any of its assigns has any obligation to cause such proper maintenance.

SECTION 7.3. *Release and Indemnification Covenants.* The City agrees to indemnify the Authority, the Trustee and their respective officers, agents, successors and assigns, against all claims, losses and damages, including legal fees and expenses, arising out of any of the following:

- (a) the use, maintenance, condition or management of, or from any work or thing done on the Leased Property by the City,
- (b) any breach or default on the part of the City in the performance of any of its obligations under this Lease,

- (c) any negligence or willful misconduct of the City or of any of its agents, contractors, servants, employees or licensees with respect to the Leased Property,
- (d) any intentional misconduct or negligence of any sublessee of the City with respect to the Leased Property,
- (e) the acquisition, construction, improvement and equipping of the Leased Property, or the authorization of payment of the costs thereof, or
- (f) the acceptance and performance of the duties of the Trustee under the Indenture and under this Lease.

No indemnification is made under this Section or elsewhere in this Lease for willful misconduct or negligence under this Lease by the Authority, the Trustee or their respective officers, agents, employees, successors or assigns.

SECTION 7.4. *Assignment and Subleasing by the City.* The City may sublease the Leased Property, or any portion thereof, subject to all of the following conditions:

- (a) this Lease and the obligation of the City to make Lease Payments hereunder must remain obligations of the City;
- (b) the City must, within 30 days after the delivery thereof, furnish or cause to be furnished to the Authority and the Trustee a true and complete copy of such sublease;
- (c) no such sublease by the City may cause the Leased Property to be used for a purpose which is not authorized under the provisions of the laws of the State of California; and
- (d) the City must furnish to the Authority and the Trustee a written opinion of Bond Counsel stating that such sublease does not cause the interest on the Bonds to become included in gross income for purposes of federal income taxation or to become subject to personal income taxation by the State of California.

SECTION 7.5. *Amendment Hereof.* The Authority and the City may at any time amend or modify any of the provisions of this Lease, but only: (a) with the prior written consents of the Owners of a majority in aggregate principal amount of the Outstanding Bonds; or (b) without the consent of the Trustee or any of the Bond Owners, but only if such amendment or modification is for any one or more of the following purposes:

- (i) to add to the covenants and agreements of the City contained in this Lease, other covenants and agreements thereafter to be observed, or to limit or surrender any rights or power herein reserved to or conferred upon the City;
- (ii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision

contained herein, to conform to the original intention of the City and the Authority;

- (iii) to modify, amend or supplement this Lease in such manner as to assure that the interest on the Bonds remains excluded from gross income under the Tax Code;
- (iv) to amend the description of the Leased Property to reflect accurately the property originally intended to be included therein, or in connection with any substitution or release of property under Sections 3.2 or 3.3;
- (v) to obligate the City to pay additional amounts of rental for the use and occupancy of the Leased Property, but only if (A) such additional amounts of rental are pledged or assigned for the payment of any bonds, notes, leases or other obligations the proceeds of which are applied to finance or refinance the acquisition or construction of any real or personal property for which the City is authorized to expend funds subject to its control, (B) the City has obtained and filed with the Trustee an appraisal showing that the appraised value of the Leased Property is at least equal to the aggregate principal amount of the Outstanding Bonds and all such other bonds, notes, leases or other obligations, and (C) the City has filed with the Trustee written evidence that the amendments made under this clause (v) will not of themselves cause a reduction or withdrawal of any rating then assigned to the Bonds; or
- (vi) in any other respect whatsoever as the Authority and the City deem necessary or desirable, if in the opinion of Bond Counsel such modifications or amendments do not materially adversely affect the interests of the Owners of the Bonds.

No such modification or amendment may (a) extend or have the effect of extending any Lease Payment Date or reducing any Lease Payment or any premium payable upon the prepayment thereof, without the express consent of the Owners of the affected Bonds, or (b) modify any of the rights or obligations of the Trustee without its written assent thereto.

SECTION 7.6. *Tax Covenants.*

(a) Private Business Use Limitation. The City shall assure that the proceeds of the Bonds are not used in a manner which would cause the Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The City may not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The City may not take, or permit or suffer to be taken by the Trustee or otherwise, any action with respect to the proceeds of the Bonds or of any

other obligations which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date, would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Tax Code.

(d) Maintenance of Tax Exemption. The City shall take all actions necessary to assure the exclusion of interest on the Bonds from the gross income of the Owners of the Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Rebate of Excess Investment Earnings to United States. The City shall calculate or cause to be calculated the Excess Investment Earnings in all respects at the times and in the manner required under the Tax Code. The City shall pay the full amount of Excess Investment Earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code. Such payments shall be made by the City from any source of legally available funds of the City, and shall constitute Additional Rental Payments hereunder.

The City shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Bonds, records of the determinations made under this subsection (e). In order to provide for the administration of this subsection (e), the City may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the City may deem appropriate. The Trustee has no duty or obligation to monitor or enforce compliance by the City of any of the requirements under this subsection (e).

SECTION 7.7. *Continuing Disclosure.* The City shall comply with and carry out all of the provisions of the Continuing Disclosure Certificate executed by the City as of the Closing Date, as originally executed and as it may be amended from time to time in accordance with its terms. Notwithstanding any other provision of this Lease, failure of the City to comply with such Continuing Disclosure Certificate will not constitute an Event of Default, although any Participating Underwriter (as that term is defined in such Continuing Disclosure Certificate) or any Owner or beneficial owner of the Bonds may take such actions as may be necessary and appropriate to compel performance by the City of its obligations under this Section, including seeking mandate or specific performance by court order.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

SECTION 8.1. *Events of Default Defined.* Any one or more of the following events constitute an Event of Default hereunder:

- (a) Failure by the City to pay any Lease Payment or other payment required to be paid hereunder at the time specified herein.
- (b) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in the preceding subsection (a), for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Authority or the Trustee. If in the reasonable opinion of the City the failure stated in the notice can be corrected, but not within such 30-day period, the failure will not constitute an Event of Default if the City commences to cure the failure within such 30-day period and thereafter diligently and in good faith cures the failure in a reasonable period of time.
- (c) The filing by the City of a voluntary petition in bankruptcy, or failure by the City promptly to lift any execution, garnishment or attachment, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

SECTION 8.2. *Remedies on Default.* Whenever any Event of Default has happened and is continuing, the Authority may exercise any and all remedies available under law or granted under this Lease. Notwithstanding anything herein or in the Indenture to the contrary, neither the Authority nor the Trustee may accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable. Each covenant hereof to be kept and performed by the City is expressly made a condition and upon the breach thereof the Authority may exercise any and all rights granted hereunder; except that no termination of this Lease may be effected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided. Upon the occurrence and during the continuance of any Event of Default, the Authority may exercise each and every one of the following remedies, subject in all respects to the limitations set forth in Section 8.3.

- (a) Enforcement of Payments Without Termination. If the Authority does not elect to terminate this Lease in the manner hereinafter provided for in subparagraph (b) hereof, the City agrees to and shall remain liable for the payment of all Lease Payments and the performance of all conditions herein contained and shall reimburse the Authority for any deficiency arising out of the re-leasing of the Leased Property, or, if the Authority is unable to re-lease the

Leased Property, then for the full amount of all Lease Payments to the end of the Term of this Lease, but said Lease Payments and/or deficiency shall be payable only at the same time and in the same manner as hereinabove provided for the payment of Lease Payments hereunder, notwithstanding such entry or re-entry by the Authority or any suit in unlawful detainer, or otherwise, brought by the Authority for the purpose of effecting such re-entry or obtaining possession of the Leased Property or the exercise of any other remedy by the Authority. The City hereby irrevocably appoints the Authority as the agent and attorney-in-fact of the City to enter upon and re-lease the Leased Property upon the occurrence and continuation of an Event of Default and to remove all personal property whatsoever situated upon the Leased Property, to place the Leased Property in storage or other suitable place in the County of Santa Clara for the account of and at the expense of the City, and the City hereby exempts and agrees to save harmless the Authority from any costs, loss or damage whatsoever arising or occasioned by any such entry upon and re-leasing of the Leased Property and the removal and storage of the Leased Property by the Authority or its duly authorized agents in accordance with the provisions herein contained. The City agrees that the terms of this Lease constitute full and sufficient notice of the right of the Authority to re-lease the Leased Property in the event of such re-entry without effecting a surrender of this Lease, and further agrees that no acts of the Authority in effecting such re-leasing shall constitute a surrender or termination of this Lease irrespective of the term for which such re-leasing is made or the terms and conditions of such re-leasing, or otherwise, but that, on the contrary, in the event of such default by the City the right to terminate this Lease shall vest in the Authority to be effected in the sole and exclusive manner hereinafter provided for in subparagraph (b) hereof. The City agrees to surrender and quit possession of the Leased Property upon demand of the Authority for the purpose of enabling the Leased Property to be re-let under this paragraph, and the City further waives the right to any rental obtained by the Authority in excess of the Lease Payments and hereby conveys and releases such excess to the Authority as compensation to the Authority for its services in re-leasing the Leased Property.

- (b) Termination of Lease. If an Event of Default occurs and is continuing hereunder, the Authority at its option may terminate this Lease and re-lease all or any portion of the Leased Property. If the Authority terminates this Lease at its option and in the manner hereinafter provided on account of default by the City (and notwithstanding any re-entry upon the Leased Property by the Authority in any manner whatsoever or the re-leasing of the Leased Property), the City nevertheless agrees to pay to the Authority all costs, loss or damages howsoever arising or occurring payable at the same time and in the same manner as is herein provided in the case of payment of Lease Payments and Additional Rental Payments. Any surplus received by the Authority from such re-

leasing shall be deposited in the Bond Fund. Neither notice to pay rent or to deliver up possession of the premises given under law nor any proceeding in unlawful detainer taken by the Authority shall of itself operate to terminate this Lease, and no termination of this Lease on account of default by the City shall be or become effective by operation of law, or otherwise, unless and until the Authority shall have given written notice to the City of the election on the part of the Authority to terminate this Lease. The City covenants and agrees that no surrender of the Leased Property, or of the remainder of the Term hereof or any termination of this Lease shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Authority by such written notice.

- (c) Proceedings at Law or In Equity. If an Event of Default occurs and continues hereunder, the Authority may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

SECTION 8.3. *No Remedy Exclusive.* No remedy herein conferred upon or reserved to the Authority is intended to be exclusive and every such remedy is cumulative and in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default impairs any such right or power or operates as a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article VIII it is not necessary to give any notice, other than as expressly required in this Article VIII or by law.

SECTION 8.4. *Agreement to Pay Attorneys' Fees and Expenses.* If the Authority or the City defaults under any of the provisions of this Lease and the nondefaulting party employs attorneys or incurs other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party will on demand therefor pay to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party; *provided, however,* that the Trustee shall not be required to expend its own funds for any payment described in this Section.

SECTION 8.5. *No Additional Waiver Implied by One Waiver.* If the Authority or the City breaches any agreement in this Lease and thereafter the other party waives the breach, such waiver is limited to the particular breach so waived and does not operate to waive any other breach hereunder.

SECTION 8.6. *Application of Proceeds.* All net proceeds received from the release of the Leased Property under this Article VIII, and all other amounts derived by the Authority or the Trustee as a result of the occurrence of an Event of Default, must be paid to and applied by the Trustee in accordance with Section 7.03 of the Indenture.

SECTION 8.7. *Trustee and Bond Owners to Exercise Rights.* Such rights and remedies as are given to the Authority under this Article VIII have been assigned by the Authority to the Trustee under the Assignment Agreement for the benefit of the Bond

Owners, to which assignment the City hereby consents. The Trustee and the Bond Owners shall exercise such rights and remedies in accordance with the Indenture.

ARTICLE IX

PREPAYMENT OF LEASE PAYMENTS

SECTION 9.1. *Security Deposit.* Notwithstanding any other provision of this Lease, the City may on any date secure the payment of the Lease Payments allocable to the Leased Property in whole or in part by depositing with the Trustee an amount of cash which, together with other available amounts on deposit in the funds and accounts established under the Indenture, is either:

- (a) sufficient to pay such Lease Payments, including the principal and interest components thereof, in accordance with the Lease Payment schedule set forth in Appendix B, or
- (b) invested in whole or in part in non-callable Federal Securities in such amount as will, in the opinion of an independent certified public accountant, (which opinion must be addressed and delivered to the Trustee), together with interest to accrue thereon and together with any cash which is so deposited, be fully sufficient to pay such Lease Payments when due under Section 4.3(a), as the City instructs at the time of said deposit.

If the City makes a security deposit under this Section with respect to all unpaid Lease Payments, and notwithstanding the provisions of Section 4.2, (a) the Term of this Lease will continue, (b) all obligations of the City under this Lease, and all security provided by this Lease for said Lease Payments, will thereupon cease and terminate, excepting only the obligation of the City to make, or cause to be made all of said Lease Payments from such security deposit, and (c) under Section 4.7, title to the Leased Property will vest in the City on the date of said deposit automatically and without further action by the City or the Authority. Said security deposit constitutes a special fund for the payment of Lease Payments in accordance with the provisions of this Lease.

SECTION 9.2. *Optional Prepayment.* The City has the option to prepay the principal components of the Lease Payments in whole, or in part in any integral multiple of \$5,000, from any source of legally available funds, on any date on or after October 1, 2026, at a prepayment price equal to the aggregate principal components of the Lease Payments to be prepaid, together with the interest component of the Lease Payment required to be paid on such Interest Payment Date, and together with a prepayment premium equal to the premium (if any) required to be paid on the resulting redemption of Bonds under Section 4.01(a) of the Indenture. Such prepayment price shall be deposited by the Trustee in the Redemption Fund to be applied to the redemption of Bonds under Section 4.01(a) of the Indenture. The City shall give written notice to the Trustee of its intention to prepay the Lease Payments under this Section in sufficient time to enable the Trustee to give notice of the corresponding redemption of Bonds in accordance with Section 4.03 of the Indenture. .

SECTION 9.3. *Mandatory Prepayment From Net Proceeds of Insurance or Eminent Domain.* The City shall prepay the principal components of the Lease Payments allocable to the Leased Property in whole or in part on any date, from and to the extent of any Net Proceeds of insurance award or eminent domain award with respect to the Leased Property theretofore deposited in the Redemption Fund for that purpose under Article VI hereof and Section 5.07 of the Indenture. Such Net Proceeds, to the extent remaining after payment of any delinquent Lease Payments, will be credited towards the City's obligations under this Section and applied to the corresponding redemption of Bonds under Section 4.01(b) of the Indenture.

SECTION 9.4. *Credit for Amounts on Deposit.* If the principal components of the Lease Payments are prepaid in full under this Article IX, such that the Indenture is discharged by its terms as a result of such prepayment, at the written election of the City filed with the Trustee any or all amounts then on deposit in the Bond Fund (and the accounts therein) will be credited towards the amounts then required to be so prepaid.

ARTICLE X

MISCELLANEOUS

SECTION 10.1. *Notices.* Any notice, request, complaint, demand or other communication under this Lease shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by facsimile transmission or other form of telecommunication, at its number set forth below. Notice shall be effective either (a) upon transmission by facsimile transmission or other form of telecommunication, (b) 48 hours after deposit in the United States of America first class mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The Authority, the City or the Trustee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

*If to the Authority
or the City:*

City of Campbell
70 North First Street
Campbell, California 95008
Attention: City Manager
Fax: _____

If to the Trustee:

The Bank of New York Mellon Trust Company, N.A.

Fax: _____

SECTION 10.2. *Binding Effect.* This Lease inures to the benefit of and binds the Authority, the City and their respective successors and assigns.

SECTION 10.3. *Severability.* If any provision of this Lease is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

SECTION 10.4. *Net-net-net Lease.* This Lease is deemed and construed to be a "net-net-net lease" and the City hereby agrees that the Lease Payments are an absolute net return to the Authority, free and clear of any expenses, charges or set-offs whatsoever.

SECTION 10.5. *Third Party Beneficiary.* The Trustee is hereby made a third party beneficiary hereunder with all rights of a third party beneficiary.

SECTION 10.6. *Further Assurances and Corrective Instruments.* The Authority and the City shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased or intended so to be or for carrying out the expressed intention of this Lease.

SECTION 10.7. *Execution in Counterparts.* This Lease may be executed in several counterparts, each of which is an original and all of which constitute but one and the same instrument.

SECTION 10.8. *Applicable Law.* This Lease is governed by and construed in accordance with the laws of the State of California.

SECTION 10.9. *Authority and City Representatives.* Whenever under the provisions of this Lease the approval of the Authority or the City is required, or the Authority or the City is required to take some action at the request of the other, such approval or such request shall be given for the Authority and for the City by an Authorized Representative thereof, and any party hereto may conclusively rely upon any such approval or request.

SECTION 10.10. *Captions.* The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Section of this Lease.

IN WITNESS WHEREOF, the Authority and the City have caused this Lease to be executed in their respective names by their duly authorized officers, all as of the date first above written.

**CAMPBELL JOINT PUBLIC FINANCE
AUTHORITY, as lessor**

By _____
Executive Director

Attest:

_____ Secretary

CITY OF CAMPBELL, as lessee

By _____
Finance Director

Attest:

_____ City Clerk

APPENDIX A

DESCRIPTION OF THE LEASED PROPERTY

The Leased Property consists of that certain real property situated in the City of Campbell, County of Santa Clara, which is more particularly described as follows:

APPENDIX B

SCHEDULE OF LEASE PAYMENTS

<u>Lease Payment Date*</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Aggregate Lease Payment</u>
--------------------------------	--------------------------------	-------------------------------	------------------------------------

* Lease Payment Dates are the Business Day immediately preceding each date listed in the schedule

TO BE RECORDED AND WHEN RECORDED
RETURN TO:
Jones Hall, A Professional Law Corporation
475 Sansome Street, Suite 1700
San Francisco, California 94111
Attention: Christopher K. Lynch, Esq.

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES UNDER SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "**Agreement**"), dated for convenience as of _____ 1, 2016, is between the CAMPBELL JOINT PUBLIC FINANCE AUTHORITY, a joint powers authority duly organized and existing under the laws of the State of California (the "**Authority**"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized and existing under the laws of the United States of America, as trustee (the "**Trustee**").

BACKGROUND:

1. The City previously caused the execution and delivery of its 1997 Refunding Certificates of Participation (Civic Center Project) in the aggregate initial principal amount of \$13,480,000 (the "**1997 Certificates**"), pursuant to a Trust Agreement dated as of October 1, 1997, with the City of Campbell Successor Agency (the "**Successor Agency**") and U.S. Bank, National Association, as successor trustee, for the purpose of (i) refunding on an advance basis all of the remaining undefeased portion of the City's outstanding Certificates of Participation (Civic Center Project) executed and delivered in November 1991 and (ii) funding street capital improvements in the City

2. The City previously caused the execution and delivery of its 2002 Refunding Certificates of Participation (Civic Center Project), pursuant to a Trust Agreement, dated as of July 1, 2002, with the Successor Agency, and the U.S. Bank National Association, as successor trustee, in the aggregate initial principal amount of \$11,930,843.30 (the "**2002 Certificates**"), a portion of which are current interest certificates and a portion of which are capital appreciation certificates, for the purpose of (i) refunding on a current basis all of the City's outstanding 1993 Certificates of Participation (Civic Center Project) executed and delivered in November 1993, (ii) funding capital improvements in the City, and (iii) providing for a reserve fund and paying the costs of issuance of the 2002 Certificates.

3. The Successor Agency expects to issue its City of Campbell Successor Agency 2016 Tax Allocation Refunding Bonds in order to refinance (i) certain of its outstanding bonds and (ii) an obligation to repay an advance (the "**Successor Agency Repayment Obligation**") made by the City of Campbell to the Successor Agency, pursuant to a Third Amended and Restated Indebtedness Agreement, dated as of July 1, 2002, by and between the City and the Successor Agency, which repayments are payable directly to (A) U.S. Bank National Association, as trustee with respect to the 1997 Certificates and (B) U.S. Bank National Association, as trustee with respect to the 2002 Certificates.

4. The Successor Agency Repayment Obligation only includes a portion of the 1997 Certificates and the 2002 Certificates.

5. The City is proceeding to prepay the portion of its outstanding 1997 Certificates and the portion of its outstanding 2002 Certificates not included in the Successor Agency Repayment Obligation (collectively, the "**Prior Obligations**;" not including the capital appreciation 2002 Certificates, which are not subject to prepayment prior to maturity, the "**Prior Certificates**").

6. To that end, the City has leased the real property constituting its _____, including land and improvements, as more particularly described in Appendix A attached hereto and by this reference incorporated herein (the "**Leased Property**"), to the Authority under a Site Lease dated as of _____ 1, 2016, which has been recorded concurrently herewith (the "**Site Lease**"), in consideration of the payment by the Authority of an upfront rental payment (the "**Site Lease Payment**") which is sufficient to provide funds for the prepayment of the Prior Certificates.

7. The Authority has authorized the issuance of its Campbell Joint Public Finance Authority 2016 Refunding Lease Revenue Bonds in the aggregate principal amount of \$_____ (the "**Bonds**") under an Indenture of Trust dated as of _____ 1, 2016 (the "**Indenture**"), between the Authority and the Trustee, for the purpose of providing the funds to enable the Authority to pay the Site Lease Payment to the City in accordance with the Site Lease.

8. In order to provide revenues which are sufficient to enable the Authority to pay debt service on the Bonds, the Authority has agreed to lease the Leased Property back to the City under the Lease Agreement dated as of _____ 1, 2016 which has been recorded concurrently herewith (the "**Lease**") under which the City has agreed to pay semiannual Lease Payments as the rental for the Leased Property.

9. The Authority has requested the Trustee to enter into this Agreement for the purpose of assigning certain of its rights under the Lease to the Trustee for the benefit of the Bond owners.

A G R E E M E N T :

In consideration of the material covenants contained in this Agreement, the parties hereto hereby formally covenant, agree and bind themselves as follows:

SECTION 1. *Defined Terms.* All capitalized terms not otherwise defined herein have the respective meanings given those terms in the Indenture.

SECTION 2. *Assignment.* The Authority hereby assigns to the Trustee, for the benefit of the Owners of all Bonds which are issued and Outstanding under the Indenture, all of the Authority's rights under the Lease (excepting only the Authority's rights under Sections 4.5, 5.10, 7.3 and 8.4 of the Lease), including but not limited to:

- (a) the right to receive and collect all of the Lease Payments from the City under the Lease;
- (b) the right to receive and collect any proceeds of any insurance maintained thereunder with respect to the Leased Property, or any eminent domain award (or proceeds of sale under threat of eminent domain) paid with respect to the Leased Property; and
- (c) the right to exercise such rights and remedies conferred on the Authority under the Lease as may be necessary or convenient (i) to enforce payment of the Lease Payments and any amounts required to be deposited in the Insurance and Condemnation Fund established under Section 5.07 of the Indenture, or (ii) otherwise to protect the interests of the Bond Owners in the event of a default by the City under the Lease.

The Trustee shall administer all of the rights assigned to it by the Authority under this Agreement in accordance with the provisions of the Indenture, for the benefit of the Owners of Bonds. The assignment made under this Section 2 is absolute and irrevocable, and without recourse to the Authority.

SECTION 3. *Acceptance.* The Trustee hereby accepts the assignments made herein for the purpose of securing the payments due under the Lease and Indenture to, and the rights under the Lease and Indenture of, the Owners of the Bonds, all subject to the provisions of the Indenture. The recitals contained herein are those of the Authority and not of the Trustee, and the Trustee assumes no responsibility for the correctness thereof.

SECTION 4. *Conditions.* This Agreement confers no rights and imposes no duties upon the Trustee beyond those expressly provided in the Indenture. The assignment hereunder to the Trustee is solely in its capacity as Trustee under the Indenture.

SECTION 5. *Execution in Counterparts.* This Agreement may be executed in any number of counterparts, each of which is an original and all together constitute one and the same agreement. Separate counterparts of this Agreement may be separately executed by the Trustee and the Authority, both with the same force and effect as though the same counterpart had been executed by the Trustee and the Authority.

SECTION 6. *Binding Effect.* This Agreement inures to the benefit of and binds the Authority and the Trustee, and their respective successors and assigns, subject, however, to the limitations contained herein.

SECTION 7. *Governing Law.* This Agreement is governed by the Constitution and laws of the State of California.

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

**CAMPBELL JOINT PUBLIC FINANCE
AUTHORITY**

By _____
Executive Director

Attest:

Secretary

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as *Trustee***

By _____
Authorized Officer

APPENDIX A

DESCRIPTION OF THE LEASED PROPERTY

The Leased Property consists of that certain real property situated in the City of Campbell, County of Santa Clara, which is more particularly described as follows:

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2016

NEW ISSUE—BOOK-ENTRY ONLY

RATING: S&P: “__”
See “Rating”

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, although for the purpose of computing the alternative minimum tax imposed on certain corporations, such interest is taken into account in determining certain income and earnings. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See "TAX MATTERS."

\$ _____ *

CAMPBELL JOINT PUBLIC FINANCE AUTHORITY
2016 Refunding Lease Revenue Bonds

Dated: Date of Delivery

Due: October 1, as shown on the inside front cover

Authority for Issuance. The bonds captioned above (the “Bonds”) are being issued by the Campbell Joint Public Finance Authority (the “Authority”) under a resolution adopted by the Board of Directors of the Authority on June 7, 2016, 2016, and an Indenture of Trust dated as of _____ 1, 2016 (the “Indenture”) by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”). See “THE BONDS – Authority for Issuance.”

Use of Proceeds. The proceeds of the Bonds will be used to (i) prepay a portion of the 1997 Refunding Certificates of Participation (Civic Center Project) of the City of Campbell (the “City”), (ii) prepay a portion of the 2002 Refunding Certificates of Participation (Civic Center Project) of the City, and (iii) pay the costs of issuing the Bonds. See “THE REFINANCING PLAN.”

Security for the Bonds. Under the Indenture, the Bonds will be payable solely from and secured by revenues and certain funds and accounts held under the Indenture (the “Revenues”). Revenues consist primarily of lease payments (“Lease Payments”) to be made by the City pursuant to a Lease Agreement, dated as of _____ 1, 2016 (the “Lease”), by and between the Authority and the City, for the leasing of certain real property. Under the Lease, the City covenants to take such action as necessary to include the Lease Payments in its annual budgets and to make all necessary appropriations for such Lease Payments (subject to abatement under certain circumstances as described in this Official Statement). See “SECURITY FOR THE BONDS.”

Bond Terms; Book-Entry Only. The Bonds will bear interest at the rates shown on the inside cover page, payable semiannually on April 1 and October 1 of each year, commencing on [October 1, 2016], and will be issued in fully registered form without coupons in the denomination of \$5,000 or any integral multiple of \$5,000. The Bonds will be issued in book-entry only form, initially registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). Purchasers of the Bonds will not receive certificates representing their interests in the Bonds. Payments of the principal of, premium, if any, and interest on the Bonds will be made to DTC, which is obligated in turn to remit such principal, premium, if any, and interest to its DTC Participants for subsequent disbursement to the beneficial owners of the Bonds. See “THE BONDS – General Provisions.”

Redemption. The Bonds are subject to redemption prior to maturity. See “THE BONDS – Redemption.”

NEITHER THE BONDS, NOR THE OBLIGATION OF THE AUTHORITY TO PAY PRINCIPAL OF OR INTEREST THEREON, NOR THE OBLIGATION OF THE CITY TO MAKE THE LEASE PAYMENTS, CONSTITUTE A DEBT OR A LIABILITY OF THE AUTHORITY, THE CITY, THE STATE OF CALIFORNIA OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL LIMITATION ON INDEBTEDNESS, OR A PLEDGE OF THE FULL FAITH AND CREDIT OF THE CITY. THE BONDS ARE SECURED SOLELY BY THE PLEDGE OF REVENUES AND CERTAIN FUNDS HELD UNDER THE INDENTURE. THE BONDS ARE NOT SECURED BY A PLEDGE OF THE TAXING POWER OF THE CITY.

MATURITY SCHEDULE
(see inside cover)

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE OF BONDS. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION WITH RESPECT TO THE PURCHASE OF THE BONDS.

The Bonds are offered when, as and if issued and received by the Underwriter and subject to the approval as to their legality by Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel. Certain legal matters will also be passed upon for the City by Jones Hall, A Professional Law Corporation, as Disclosure Counsel. Certain legal matters will be passed upon for the Authority and the City by the City Attorney. It is anticipated that the Bonds will be delivered in book-entry form through the facilities of DTC on or about _____, 2016.

[Underwriter’s Logo]

The date of this Official Statement is: _____, 2016

* Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances will this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor will there be any sale of these securities in any jurisdiction in which such offer solicitation or sale would be unlawful.

MATURITY SCHEDULE*

\$ _____ Serial Bonds
(Base CUSIP†: _____)

<u>Maturity</u> (June 1)	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>	<u>CUSIP†</u>
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* Preliminary; subject to change

† Copyright 2016, American Bankers Association. CUSIP data herein are provided by Standard & Poor's CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc., and are provided for convenience of reference only. Neither the City, the Authority nor the Underwriter assume any responsibility for the accuracy of these CUSIP data.

**CAMPBELL JOINT PUBLIC FINANCE AUTHORITY
CITY OF CAMPBELL**

AUTHORITY BOARD/CITY COUNCIL

Jason T. Baker, *Chair & Mayor*
Liz Gibbons, *Board Member & Vice Mayor*
Michael Kotowski, *Board Member & Councilmember*
Jeffrey Cristina, *Board Member & Councilmember*
Paul Resnikoff, *Board Member & Councilmember*

AUTHORITY/CITY OFFICIALS

Mark Linder, *Executive Director & City Manager*
Wendy Wood, *Secretary & City Clerk*
William R. Seligmann, *City Attorney*
Jesse Takahashi, *Finance Director*

BOND COUNSEL AND DISCLOSURE COUNSEL

Jones Hall, A Professional Law Corporation
San Francisco, California

MUNICIPAL ADVISOR

Fieldman, Rolapp & Associates
Irvine, California

VERIFICATION AGENT

_____,
_____, _____

TRUSTEE

The Bank of New York Mellon Trust Company, N.A.
_____, _____

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not to be construed as a contract with the purchasers of the Bonds.

Estimates and Forecasts. When used in this Official Statement and in any continuing disclosure by the City, in any press release and in any oral statement made with the approval of an authorized officer of the City, the words or phrases "will likely result," "are expected to", "will continue", "is anticipated", "estimate", "project," "forecast", "expect", "intend" and similar expressions identify "forward looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the City since the date hereof.

Limit of Offering. No dealer, broker, salesperson or other person has been authorized by the City or the Underwriter to give any information or to make any representations other than those contained herein and, if given or made, such other information or representation must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Limited Scope of Information. The City has obtained certain information set forth herein from sources which are believed to be reliable, but such information is neither guaranteed as to accuracy or completeness, nor to be construed as a representation of such by the City. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof. All summaries of or references to the documents referred to in this Official Statement are made subject to the provisions of such documents and do not purport to be complete statements of any or all of such provisions. All capitalized terms used herein, unless noted otherwise, have the meanings given in the Indenture.

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Stabilization of Prices. In connection with this offering, the Underwriter may overallocate or effect transactions which stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time. The Underwriter may offer and sell the Bonds to certain dealers and others at prices lower than the public offering prices set forth on the cover page hereof and said public offering prices may be changed from time to time by the Underwriter.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXCEPTION FROM THE REGISTRATION REQUIREMENTS CONTAINED IN SUCH ACT. THE BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

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OFFICIAL STATEMENT

\$ _____ *

CAMPBELL JOINT PUBLIC FINANCE AUTHORITY
2016 Refunding Lease Revenue Bonds

INTRODUCTION

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement.

Capitalized terms used but not defined in this Official Statement have the meanings set forth in the Indenture (as defined below). See "APPENDIX A - Summary of Principal Legal Documents."

Authority for Issuance. The Campbell Joint Public Finance Authority (the "**Authority**") is issuing the bonds captioned above (the "**Bonds**") under the following:

(a) Article 4 of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, commencing with Section 6584 (the "**Bond Law**"),

(b) resolutions adopted by the Board of Directors (the "**Board**") of the Authority on June 7, 2016 (the "**Authority Resolution**"), and by the City Council (the "**City Council**") of the City of Campbell (the "**City**") on June 7, 2016 (the "**City Resolution**"), and

(c) an Indenture of Trust (the "**Indenture**"), dated as of _____ 1, 2016, by and between the Authority and _____, as trustee (the "**Trustee**").

Form of Bonds; Book-Entry Only. The Bonds will be issued in fully registered form, registered in the name of The Depository Trust Company, New York, New York ("**DTC**"), or its nominee, which will act as securities depository for the Bonds. Purchasers of the Bonds will not receive certificates representing the Bonds that are purchased. See "THE BONDS - Book-Entry Only System" and "APPENDIX F – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Purpose of the Bonds. The Bonds are being issued to provide funds to (i) prepay a portion of the City's 1997 Refunding Certificates of Participation (Civic Center Project) (the "**1997 Certificates**"), (ii) prepay a portion of the City's 2002 Refunding Certificates of Participation (Civic Center Project) (the "**2002 Certificates**"); and (iii) pay the costs of issuing the Bonds. See "THE REFINANCING PLAN."

* Preliminary; subject to change.

Security for the Bonds and Pledge of Revenues. The Bonds will be payable solely from and secured by Revenues and certain funds and accounts held under the Indenture. Revenues consist primarily of Lease Payments to be made by the City pursuant to a Lease Agreement, dated as of _____ 1, 2016, between the City and the Authority (the "Lease"). Under the Lease, the City covenants to take such action as necessary to include the Lease Payments in its annual budgets and to make all necessary appropriations for such Lease Payments (subject to abatement under certain circumstances described in the Lease). See "SECURITY FOR THE BONDS."

No Additional Parity Obligations. Under the Indenture, the Authority covenants that no additional bonds, notes or other indebtedness shall be issued or incurred which are payable out of the Revenues in whole or in part. The Lease Agreement does not prohibit the City from entering into other obligations payable from the General Fund of the City.

Redemption. The Bonds are subject to redemption prior to their stated maturity dates. See "THE BONDS – Redemption."

Abatement. The Lease provides that the obligation of the City to pay Lease Payments will be subject to abatement by reason of (i) a temporary taking of the Leased Property or a permanent taking of a portion of the Lease Property, or (ii) any damage or destruction such that there is substantial interference with the use and occupancy of all or any portion of the Leased Property. However, to the extent proceeds of rental interruption insurance are available with respect to the Bonds (as described below), Lease Payments (or a portion thereof) may be made from that source. See "SECURITY FOR THE BONDS – Abatement" and "BOND OWNERS' RISKS."

Risks of Investment. The Bonds are repayable primarily from Lease Payments and other amounts payable by the City under the Lease. For a discussion of some of the risks associated with the purchase of the Bonds, see "BOND OWNERS' RISKS."

NEITHER THE BONDS, THE OBLIGATION OF THE AUTHORITY TO PAY PRINCIPAL OF OR INTEREST THEREON, NOR THE OBLIGATION OF THE CITY TO MAKE THE LEASE PAYMENTS, CONSTITUTE A DEBT OR A LIABILITY OF THE AUTHORITY, THE CITY, THE STATE OF CALIFORNIA OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL LIMITATION ON INDEBTEDNESS, OR A PLEDGE OF THE FULL FAITH AND CREDIT OF THE CITY. THE BONDS ARE SECURED SOLELY BY THE PLEDGE OF REVENUES AND CERTAIN FUNDS HELD UNDER THE INDENTURE. THE BONDS ARE NOT SECURED BY A PLEDGE OF THE TAXING POWER OF THE CITY.

THE REFINANCING PLAN

Concurrently with the issuance of the Bonds, the City of Campbell Successor Agency (the “**Successor Agency**”) expects to issue its City of Campbell Successor Agency 2016 Tax Allocation Refunding Bonds (the “**2016 TABs**”), in order to refinance (i) certain of its outstanding bonds and (ii) an obligation to repay an advance (the “**Successor Agency Repayment Obligation**”) made by the City to the Successor Agency with respect to the 1997 Certificates and the 2002 Certificates. The Successor Agency Repayment Obligation only includes a portion of the 1997 Certificates and the 2002 Certificates. The City expects to prepay the portion of its outstanding 1997 Certificates and the portion of its outstanding 2002 Certificates which are not included in the Successor Agency Repayment Obligation, and are not being refunded through the issuance of the 2016 TABs (but not including the capital appreciation 2002 Certificates, which are not subject to prepayment prior to maturity), with proceeds of the Bonds.

Refinancing Plan for the 1997 Certificates

The 1997 Certificates were executed and delivered for the purpose of (i) refunding on an advance basis all of the City’s outstanding Certificates of Participation (Civic Center Project) executed and delivered in November 1991 and (ii) funding street capital improvements in the City. The 1997 Certificates are currently outstanding in the principal amount of \$12,565,000.

Proceeds of the Bonds will be used to refinance a portion of the outstanding 1997 Certificates (the “**Refunded 1997 Certificates**”), to be prepaid in full, on a current basis, on _____, 2016 (the “**Prepayment Date**”), at a prepayment price equal to 100% of the principal amount thereof, together with interest coming due and payable on the Prepayment Date, without premium, as identified in the following table.

Identification of Refunded 1997 Certificates*

Maturities to be Refunded	CUSIP†	Principal Amount	Prepayment Date	Prepayment Price
------------------------------	--------	---------------------	--------------------	---------------------

* Preliminary; subject to change.

† CUSIP Copyright American Bankers Association. CUSIP data herein is provided by Standard & Poor’s CUSIP Service Bureau, a division of McGraw Hill Companies, Inc. Neither the District nor the Underwriter is responsible for the accuracy of such data.

Refinancing Plan for 2002 Certificates

The 2002 Certificates, a portion of which are current interest certificates and a portion of which are capital appreciation certificates, were executed and delivered for the purpose of (i) refunding on a current basis all of the City’s outstanding 1993 Certificates of Participation (Civic Center Project) executed and delivered in November 1993, (ii) funding capital improvements in the City, and (iii) providing for the reserve fund and paying the costs of issuance of the 2002 Certificates. The 2002 Certificates are currently outstanding in the principal amount of \$2,420,000.

Proceeds of the Bonds will be used to refinance a portion of the outstanding 2002 Certificates (not including the capital appreciation 2002 Certificates, which are not subject to prepayment prior to maturity) to be prepaid in full, on a current basis (the “**Refunded 2002 Certificates**” and together with the Refunded 1997 Certificates, the “**Refunded Certificates**”), on the Prepayment Date, at a prepayment price equal to 100% of the principal amount thereof, together with interest coming due and payable on the Prepayment Date, without premium, as identified in the following table.

Identification of Refunded 2002 Certificates*

Maturities to be Refunded	CUSIP†	Principal Amount	Prepayment Date	Prepayment Price
------------------------------	--------	---------------------	--------------------	---------------------

* Preliminary; subject to change.

† CUSIP Copyright American Bankers Association. CUSIP data herein is provided by Standard & Poor's CUSIP Service Bureau, a division of McGraw Hill Companies, Inc. Neither the District nor the Underwriter is responsible for the accuracy of such data.

Upon the issuance and delivery of the Bonds, a portion of the proceeds thereof and other available moneys with respect to the Refunded Certificates shall be applied to the purchase of certain direct obligations of the United States of America which, along with uninvested cash and earnings on the obligations, will satisfy the City's payment obligations with respect to the Refunded Certificates until their payment or prepayment dates. These direct obligations and cash shall be deposited in an escrow account held by U.S. Bank National Association, as trustee for the 1997 Certificates and 2002 Certificates (the “**Escrow Agent**”) under an escrow agreement (the “**Escrow Agreement**”) that will require the Escrow Agent to apply the principal of and interest on such obligations, together with other moneys held by the Escrow Agent, to the payment or prepayment of the Refunded Certificates on their respective payment or prepayment dates set forth in the table below.

The obligations of the United States of America are so deposited with the Escrow Agent into the escrow account for the Refunded Certificates will bear interest at such rates and will be scheduled to mature at such times and in such amounts that, when paid in accordance with their terms, together with any other funds held by the Escrow Agent under the Escrow Agreement, will be sufficient to make full and timely payment of the principal of and interest evidenced and represented by the Refunded Certificates prior to their respective scheduled payment or prepayment dates and to pay the prepayment price of the outstanding Refunded Certificates on such prepayment date. For information on mathematical verification for the sufficiency of scheduled payments with respect to such obligations of the United States of America and other funds held by the Escrow Agent to make such payments with respect to the Refunded Certificates, see “**VERIFICATION OF MATHEMATICAL COMPUTATIONS.**” Upon such irrevocable deposit with the Escrow Agent and the receipt by the Escrow Agent of irrevocable instructions from the City under the Escrow Agreement, the Refunded Certificates will be defeased and the owners of the Refunded Certificates will no longer be entitled to the benefits of legal documents under which they were executed and delivered.

The amounts held and invested by the Escrow Agent in the Escrow Fund are pledged solely to the payment of the Refunded Certificates. Neither the funds deposited in the Escrow

Fund nor the interest on the invested funds will be available for the payment of debt service on the Bonds.

Estimated Sources and Uses of Funds

The estimated sources and uses of funds relating to the Bonds are as follows:

<u>Sources:</u>	
Principal Amount of Bonds	\$
<i>Plus:</i> Original Issue Premium	
<i>Less:</i> Original Issue Discount	
<i>TOTAL SOURCES</i>	\$
 <u>Uses:</u>	
Deposit to Escrow Fund [1]	\$
Deposit to Costs of Issuance Fund [2]	
Underwriter's Discount	
<i>TOTAL USES</i>	\$

[1] Represents funds to be used to refund the Refunded Certificates. See "THE REFINANCING PLAN" above.

[2] Represents funds to be used to pay Costs of Issuance, which include legal fees, printing costs, rating agency fees and other costs of issuing the Bonds.

THE LEASED PROPERTY

General

Description and Location. Lease Payments will be made by the City under the Lease for the use and occupancy of the Leased Property, which consists generally of the _____.

[DESCRIPTION OF LEASED PROPERTY TO COME]

Modifications to Leased Property

Under the Lease, the City has the right, at its own expense, to make additions, modifications and improvements to the Leased Property or any portion thereof. All additions, modifications and improvements to the Leased Property will thereafter comprise part of the Leased Property and become subject to the provisions of the Lease. Such additions, modifications and improvements may not in any way damage the Leased Property, or cause the Leased Property to be used for purposes other than those authorized under the provisions of state and federal law; and the Leased Property, upon completion of any additions, modifications and improvements, must be of a value which is not substantially less than the value thereof immediately prior to the making of such additions, modifications and improvements.

Substitution

Under the Lease, the City has the option at any time and from time to time, to substitute other real property (the "**Substitute Property**") for the Leased Property or any portion thereof (the "**Former Property**"), upon satisfaction of all of the requirements set forth in the Lease, which includes (among others) the following:

- (i) No event of default under the Lease has occurred and is continuing.
- (ii) The City has obtained a CLTA policy of title insurance insuring the City's leasehold estate under the Lease in the Substitute Property, subject only to permitted encumbrances, in an amount at least equal to the estimated value thereof.
- (iii) The City has certified in writing to the Authority and the Trustee that the Substitute Property serves the municipal purposes of the City and constitutes property which the City is permitted to lease under the laws of the State of California, and has been determined to be essential to the proper, efficient and economic operation of the City and to serve an essential governmental function of the City.
- (iv) The Substitute Property does not cause the City to violate any of its covenants, representations and warranties made herein.
- (v) The City has filed with the Authority and the Trustee a written certificate of the City or other written evidencing stating that the useful life of the Substitute Property at lease extends to the final maturity date of the Bonds, that the estimated value of the Leased Property, after substitution of the Substitute Property and release of the Former Property, is at least equal to the aggregate outstanding principal amount of the Bonds, and the fair rental value of the Leased Property, after substitution of the Substitute Property and release of the Former Property, is at least equal to the Lease Payments thereafter coming due and payable under the Lease.

See "APPENDIX A - Summary of Principal Legal Documents."

After a substitution, the Former Property will be released from the leasehold, as appropriate. The Authority and the City will also execute, deliver and cause to be recorded all documents required in connection with such substitution. Such amendments may be made without the consent of owners of the Bonds. The city is not entitled to any reduction, diminution, extension or other modification of the Lease Payments as a result of a substitution.

Released of Leased Property

Under the Lease, the City has the option at any time and from time to time during the term of the Lease to release from the Lease any portion of the Leased Property, provided that the City satisfies all of the requirements under the Lease that are conditions precedent to such removal, which include (among others) the following:

- (i) No event of default under the Lease has occurred and its continuing.
- (ii) The City has certified in writing to the Authority and the Trustee that the value of the property which remains subject to the Lease following such release is at least equal to the aggregate outstanding principal amount of the Bonds, and the fair rental value of the property which remains subject to the Lease following such release is at least equal to the Lease Payments thereafter coming due and payable.

See "APPENDIX A - Summary of Principal Legal Documents."

THE BONDS

This section provides summaries of the Bonds and certain provisions of the Indenture. See APPENDIX A for a more complete summary of the Indenture. Capitalized terms used but not defined in this section have the meanings given in APPENDIX A.

Authority for Issuance

The Bonds are being issued under the Bond Law, the Authority Resolution (which was adopted by the Board of the Authority on June 7, 2016), the City Resolution (which was adopted by the City Council on June 7, 2016), and the Indenture. Under the Authority Resolution and the City Resolution, the Bonds may be issued in a principal amount not to exceed \$9,500,000.

General Provisions

Bond Terms. The Bonds will be dated their date of delivery and issued in fully registered form without coupons in denominations of \$5,000 or any integral multiple of \$5,000. The Bonds will mature in the amounts and on the dates, and bear interest at the annual rates, set forth on the inside cover page of this Official Statement.

Payments of Principal and Interest. Interest on the Bonds will be payable on April 1 and October 1 in each year, beginning [October 1, 2016] (each an "Interest Payment Date").

While the Bonds are subject to the book-entry system, the principal, interest and any redemption premium with respect to the Bonds will be paid by the Trustee to DTC for subsequent disbursement to beneficial owners of the Bonds. See "– Book-Entry Only System."

Interest on the Bonds is payable from the Interest Payment Date next preceding the date of authentication thereof unless:

- (i) a Bond is authenticated on or before an Interest Payment Date and after the close of business on the preceding record date, in which event it will bear interest from such Interest Payment Date,
- (ii) a Bond is authenticated on or before the first record date, in which event interest thereon will be payable from the closing date, or
- (iii) interest on any Bond is in default as of the date of authentication thereof, in which event interest thereon will be payable from the date to which interest has been paid in full, payable on each Interest Payment Date.

Principal of the Bonds is payable upon surrender thereof at the office of the Trustee in _____, upon maturity or earlier redemption thereof. The principal of, premium, if any, and interest on the Bonds will be payable in lawful money of the United States of America. Interest with respect to the Bonds will be computed on the basis of a 360 day year composed of twelve 30-day months.

Transfer, Registration and Exchange

The following provisions regarding the exchange and transfer of the Bonds apply only during any period in which the Bonds are not subject to DTC's book-entry system. While the Bonds are subject to DTC's book-entry system, their exchange and transfer will be effected through DTC and the Participants and will be subject to the procedures, rules and requirements established by DTC. See "APPENDIX F – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Bond Register. The Trustee will keep or cause to be kept, at the Office of the Trustee, sufficient records for the registration and transfer of ownership of the Bonds, which shall upon reasonable notice as agreed to by the Trustee, be open to inspection during regular business hours by the Authority; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such records, the ownership of the Bonds as provided in the Indenture.

Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the registration books, by the person in whose name it is registered, in person or by a duly authorized attorney of such person, upon surrender of such Bond to the Trustee at its office for cancellation, accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. The Trustee shall require the owner requesting such transfer to pay any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds shall be surrendered for transfer, the Authority shall execute and the Trustee shall authenticate and deliver to the transferee a new Bond or Bonds of like series, interest rate, maturity and aggregate principal amount. The Authority shall pay the cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any transfer of Bonds.

Exchange of Bonds. The Bonds may be exchanged at the Office of the Trustee for a like aggregate principal amount of Bonds of other authorized denominations and of the same series, interest rate and maturity. The Trustee shall require the owner requesting such exchange to pay any tax or other governmental charge required to be paid with respect to such exchange. The Authority shall pay the cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any exchange of Bonds.

Redemption*

Optional Redemption. The Bonds maturing on or before October 1, 2026 are not subject to optional redemption prior to their stated maturity. The Bonds maturing on or after October 1, 2027, are subject to redemption, as a whole or in part at the election of the Authority among maturities on such basis as designated by the Authority and by lot within a maturity, at the option of the Authority, on April 1, 2026, and on any date thereafter, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed, together with accrued interest thereon to the date fixed for redemption, without premium.

Special Mandatory Redemption From Insurance or Condemnation Proceeds. The Bonds are subject to redemption as a whole, or in part on a pro rata basis among maturities, on any date, from any net proceeds of insurance or an eminent domain award with respect to the Leased Property which are not applied to repair, rebuild or replace the Leased Property as

* Preliminary; subject to change.

provided in the Indenture, at a redemption price equal to 100% of the principal amount to be redeemed plus interest accrued thereon to the date fixed for redemption, without premium.

Mandatory Sinking Fund Redemption. The Bonds maturing on October 1, 20__ (the "Term Bonds") are subject to mandatory redemption in part by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts and on October 1 in the respective years as set forth in the following tables; *provided, however*, that if some but not all of the Term Bonds have been redeemed under subsections (a) or (b) of this Section, the total amount of all future sinking fund payments shall be reduced by the aggregate principal amount of the Term Bonds so redeemed, to be allocated among such sinking fund payments on a pro rata basis in integral multiples of \$5,000 (as set forth in a schedule provided by the Authority to the Trustee).

Mandatory Sinking Fund Redemption of
Term Bonds Maturing October 1, 20__

Sinking Fund Redemption Date (October 1)	Principal Amount To Be Redeemed
------------------------------------------------	------------------------------------

Notice of Redemption. Notice of redemption will be mailed by the Trustee, first class, postage prepaid, not more than 60 and not less than 30 days before any redemption date, to the respective registered owners of any Bonds designated for redemption at their addresses appearing on the registration books maintained by the Trustee and to one or more Securities Depositories and the Municipal Securities Rulemaking Board. Neither the failure to receive any notice nor any defect therein will affect the proceedings for such redemption.

However, while the Bonds are subject to DTC's book-entry system, the Trustee will be required to give notice of redemption only to DTC as provided in the letter of representations executed by the Authority and received and accepted by DTC. DTC and the Participants will have sole responsibility for providing any such notice of redemption to the beneficial owners of the Bonds to be redeemed. Any failure of DTC to notify any Participant, or any failure of Participants to notify the beneficial owner of any Bonds to be redeemed, of a notice of redemption or its content or effect will not affect the validity of the notice of redemption, or alter the effect of redemption set forth in the Indenture.

Selection of Bonds for Redemption. Whenever provision is made in the Indenture for the redemption of less than all of the Bonds of a single maturity, the Trustee will select the Bonds of that maturity to be redeemed by lot in any manner which the Trustee in its sole discretion deems appropriate. For purposes of such selection, the Trustee will treat each Bond as consisting of separate \$5,000 portions and each such portion will be subject to redemption as if such portion were a separate Bond.

Effect of Redemption. If notice of redemption has been duly given and money for the payment of the redemption price of the Bonds called for redemption has been duly provided, such Bonds so called will cease to be entitled to any benefit under the Indenture other than the right to receive payment of the redemption price, and no interest will accrue thereon from and after the redemption date specified in such notice.

Rescission of Redemption Notice. The Authority has the right to rescind any notice of optional redemption of Bonds by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default. The Authority and the Trustee have no liability to the Bond owners or any other party related to or arising from such recession of redemption. The Trustee shall mail notice of such recession of redemption in the same manner as the original notice of redemption was sent under the Indenture.

Book-Entry Only System

The Bonds will be issued as fully registered bonds in book-entry only form, registered in the name of Cede & Co. as nominee of DTC, and will be available to ultimate purchasers in the denomination of \$5,000 or any integral multiple of \$5,000, under the book-entry system maintained by DTC. While the Bonds are subject to the book-entry system, the principal, interest and any redemption premium with respect to a Bond will be paid by the Trustee to DTC, which in turn is obligated to remit such payment to its DTC Participants for subsequent disbursement to beneficial owners of the Bonds. Purchasers of the Bonds will not receive certificates representing their interests therein, which will be held at DTC.

See "APPENDIX F – DTC AND THE BOOK-ENTRY ONLY SYSTEM" for further information regarding DTC and the book-entry system.

DEBT SERVICE SCHEDULE

The table below shows annual debt service payments on the Bonds, assuming no optional or mandatory redemption.

Year Ending October 1	Principal	Interest	Total Debt Service
	\$	\$	\$
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
Total:			

SECURITY FOR THE BONDS

The principal of and interest on the Bonds are not a debt of the Authority or the City, nor a legal or equitable pledge, charge, lien or encumbrance, upon any of their respective property, or upon any of their income, receipts, or revenues except the Revenues and other amounts pledged under the Indenture.

This section provides summaries of the security for the Bonds and certain provisions of the Indenture, the Property Lease and the Site Lease. See "APPENDIX A – Summary of Principal Legal Documents" for a more complete summary of the Indenture, the Property Lease and the Site Lease. Capitalized terms used but not defined in this section have the meanings given in APPENDIX A.

Pledge of Revenues

The Bonds are payable from a secured by a pledge of Revenues and certain funds and accounts established and held by the Trustee under the Indenture. Revenues, as defined in the Indenture mean:

(a) all amounts received by the Authority or the Trustee under or with respect to the Lease, including, without limiting the generality of the foregoing, all of the Lease Payments (including both timely and delinquent payments, any late charges, and whether paid from any source), but excluding (i) any amounts described in the provisions of the Lease relating to permitted amendments that provide for additional rental payments to be pledged or assigned for the payment of bonds issued to finance or refinance projects for which the City is authorized to expend its funds, and (ii) any additional rental payments (consisting of certain administrative costs due to the Authority and the Trustee under the Lease), and

(b) all interest, profits or other income derived from the investment of amounts in any fund or account established under the Indenture.

Pursuant to the Assignment Agreement, the Authority has assigned to the Trustee for the benefit of the owners of the Bonds, certain of its rights under the Lease, including its right to receive Lease Payments for the purpose of securing the payment of debt service on the Bonds and the right to pursue remedies in the event the City defaults under the Lease.

Lease Payments; Covenant to Appropriate

The City covenants, under the Lease, to make Lease Payments and Additional Rental Payments (which are not part of Revenues) for the right to use and occupy the Leased Property under the Lease. Amounts of the scheduled Lease Payments are calculated to be sufficient to pay debt service on the Bonds when due. Lease Payments will be paid by the City semiannually to the Trustee on the Business Day immediately preceding each Interest Payment Date. Upon receipt, the Trustee will deposit the Lease Payments in the Bond Fund for the purposes of paying principal of and interest on the Bonds. The City covenants under the Lease to take such action as may be necessary to include all Lease Payments and Additional Rental Payments in its annual budgets and to make the necessary annual appropriations for all such rental payments.

Under certain circumstances described in the Lease, however, Lease Payments are subject to abatement during periods of substantial interference with the City's use and occupancy of all or a portion of the Leased Property, as described in "-Abatement" below.

Abatement

The Lease provides that the obligation of the City to pay Lease Payments will be subject to abatement by reason of (i) any damage or destruction such that there is substantial interference with the use and occupancy of all or any portion of the Lease Property, or (ii) a temporary taking of the Leased Property or a permanent taking of a portion of the Leased Property. Such abatement will be in an amount determined by the City, such that the resulting unabated portion of the Lease Payments will represent fair consideration for the use and occupancy of the remaining usable portions of the Leased Property. Such abatement will continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction.

Notwithstanding the foregoing, under the Lease, the Lease Payments will not be subject to abatement to the extent that proceeds from rental interruption insurance are available to pay the portion of the Lease Payments which would otherwise be abated.

See "BOND OWNERS' RISKS – Abatement."

Insurance; Condemnation

In the event of an abatement of Lease Payments, debt service on the Bonds may, to a certain extent, be covered by insurance proceeds. The City is required to procure and maintain rental interruption or use and occupancy insurance to cover loss, total or partial, of the use of any portion of the Leased Property constituting buildings or other improvements as a result of certain hazards pursuant to the Lease. Such insurance will be in an amount at least equal to the maximum amount of Lease Payments coming due and payable during any consecutive two Fiscal Years. The net proceeds of such insurance, if any, will be paid to the Trustee and deposited in the Bond Fund, for application as a credit towards the payment of the Lease Payments allocable to the insured improvements as the same become due and payable.

The Lease also requires the City to maintain title insurance, standard commercial general liability insurance and casualty insurance with respect to the Leased Property. Any net proceeds under such title insurance policy will be deposited with the Trustee in the Bond Fund, to be credited towards the prepayment of the remaining Lease Payments under the Lease. The

required casualty insurance will have a coverage amount at least equal to the lesser of (a) 100% of replacement value of the insured buildings, or (b) 100% of the aggregate principal amount of the Bonds, and may be subject to such deductibles as the City deems adequate and prudent.

No Reserve Account

No debt service reserve account has been established with respect to the Bonds.

Remedies

If the City defaults in performance of its obligations under the Lease, the Authority or the Trustee, as assignee of the Authority, may either terminate the Lease and re-enter and re-let all or a portion of the Leased Property or may retain the Lease and hold the City liability for all payments on an annual basis and still have the right to re-enter and re-let the Leased Property without effecting a surrender of the Lease. Additionally, the Trustee may pursue remedies at law or in equity to enforce the Lease.

CITY FINANCIAL INFORMATION

General

The City was incorporated March 28, 1952 as a general law city, and operates under a Council-Manager form of government that includes five council members elected at-large for a term of four years. The Mayor is selected each year by majority vote of the other Council members. The Council appoints the City Manager, City Attorney and City Clerk. The City Council members also serve as the governing board members of the Successor Agency to the dissolved City of Campbell Redevelopment Agency and the Campbell Lighting and Landscape District.

The City provides the following services to its residents: police and contract fire protection; park and street lighting maintenance; recreational classes, services and cultural events; planning, zoning and building review and inspections; construction and maintenance of streets and roads; and leadership provided through general administrative services. Water, sewage, garbage and electric utilities are provided directly through other agencies not under the City's jurisdiction.

For economic and demographic information regarding the City and the County of Santa Clara, see APPENDIX D.

City Budgets

Annual Budget Process. The annual budget serves as the foundation of the City's financial planning and control. The budget process begins in December with each City department receiving a budget packet. Initial appropriation requests are made in mid-February; study sessions are later held with the City Council between March and May to discuss department goals and work plans as well as to obtain Council's input on special priorities or concerns that should be considered in developing the budget. Subsequently, the City Manager meets with each department director to discuss the budget requests and make changes where necessary. The City Manager then prepares and presents the recommended budget in late May or early June for Council's preliminary consideration.

The City's financial policies authorize the City Manager to administratively approve budget adjustments within the adopted budget under \$10,000 or requiring transfers from reserves under \$5,000 per transaction. Requests for increase in appropriations over these amounts or any adjustments to capital projects require approval by the City Council.

Adopted Fiscal Year 2015-16 Budget. The fiscal year 2015-16 Budget anticipates \$65 million in revenue, including capital funding sources of \$5.4 million.

City's Budgeted and Actual Figures. The table below sets forth (i) a comparison of the City's general fund budget for fiscal year 2014-15 to actual year-to-date figures as of June 30, 2015, and (ii) the City's adopted general fund budget for fiscal year 2015-16.

**TABLE 1
CITY OF CAMPBELL
General Fund Budgets**

	Budgeted Fiscal Year 2014-15	Audited Fiscal Year 2014-15	Budgeted Fiscal Year 2015-16
Revenues			
Property Taxes	\$10,496,000	\$11,277,004	\$11,233,000
Sales and use taxes	13,384,000	13,915,291	14,850,000
Franchise and other taxes	6,791,500	8,668,505	8,404,500
Licenses and permits	1,558,000	2,396,721	2,293,092
Fines and forfeitures	300,000	354,445	300,000
Investment Income	215,000	187,940	223,000
Intergovernmental revenues	339,214	323,475	357,802
Charges for services	4,066,218	3,574,524	4,022,765
Other Revenues	2,572,370	2,821,709	2,568,879
Operating Transfers-in	1,375,598	1,302,493	1,390,978
Total General Fund Revenues	\$41,278,400	\$44,822,107	\$44,253,038
Expenditures			
General Government	\$13,777,266	\$12,743,752	\$14,538,707
Public Safety	20,683,188	20,942,790	22,932,397
Public Works	4,918,234	4,747,625	5,364,022
Operating Transfers-out	2,853,466	2,633,846	3,312,001
Total Operating Expenditures	\$42,232,134	\$41,068,012	\$46,147,127
Capital Transfers-out	\$1,325,000	\$3,115,484	\$745,000
Total Expenditures	\$43,557,134	\$44,183,496	\$46,892,127
Fund Balance Beginning of Year	\$22,243,912	\$25,429,609	\$24,451,018
Fund Balance End of Year	\$23,429,315	\$26,068,215	\$23,202,907

Source: City of Campbell.

Financial Statements

Accounting Policies. The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for by providing a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. City resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

See "APPENDIX B – AUDITED FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2015" for additional information regarding the City's accounting policies.

Audited Financial Statements. The City's most recent audited financial statements for the fiscal year ending June 30, 2015, are attached as "APPENDIX B – AUDITED FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2015" to this Official Statement, which were prepared by the City and audited by White Nelson Diehl Evans LLP, certified public accountants, Irvine, California (the "Auditor").

The Financial Statements should be read in their entirety. The City has not requested nor did the City obtain permission from the Auditor to include the audited financial statements as an appendix to this Official Statement. Accordingly, the Auditor has not performed any post-audit review of the financial condition or operations of the City or the General Fund. In addition, the Auditor has not reviewed this Official Statement.

General Fund Financial Data

The following tables provide (i) a five-year history of the City's Comparative Balance Sheet, and (ii) a summary of the City's General Fund revenues, expenditures, transfers, and ending fund balances for fiscal years 2010-11 through 2014-15.

TABLE 2
CITY OF CAMPBELL
General Fund Balance Sheet

	Audited 2010-11	Audited 2011-12	Audited 2012-13	Audited 2013-14	Audited 2014-15
Assets					
Cash and cash investments	\$21,634,659	\$21,631,422	\$22,605,810	\$26,183,215	\$26,126,630
Receivables:					
Accounts	433,986	499,633	426,302	463,733	510,138
Taxes	1,611,184	1,862,859	2,044,264	2,152,424	2,294,372
Interest	75,638	90,541	43,265	53,193	24,600
Notes and loans	--	--	--	--	--
Due from other funds	594,859	744,566	1,936,048	311,105	1,422,202
Advance to Campbell Successor Agency	--	--	--	--	--
Prepaid expenses	--	--	12,782	--	--
Total assets	24,350,326	24,829,021	27,068,471	29,163,670	30,377,942
Liabilities					
Accounts payable	1,155,044	1,081,216	1,499,891	1,288,416	1,900,273
Accrued payroll	517,927	664,497	1,122,225	1,223,075	1,218,852
Deposits payable	819,767	751,125	983,973	1,194,049	1,130,948
Due to other funds	72,451	12,930	--	3,740	6,805
Due to other governments	--	57,462	--	--	--
Deferred revenue	77,621	17,864	--	--	--
Unearned revenue	--	--	33,067	24,781	52,849
Total liabilities	2,642,810	2,585,094	3,639,156	3,734,061	4,309,726
Deferred Inflows of Resources					
Unavailable revenues - grants	--	--	--	--	--
Fund balances (deficits)					
Nonspendable	--	--	12,782	--	--
Restricted	32,756	--	--	--	--
Committed	19,061,518	19,816,774	20,748,137	22,443,923	22,930,342
Assigned	1,552,458	1,414,030	1,681,171	1,881,401	2,176,615
Unassigned	1,060,784	1,013,113	987,225	1,104,285	961,258
Total fund balances (deficits)	21,707,516	22,243,917	23,429,315	25,429,609	26,068,215
Total Liabilities, Deferred Inflows of Resources and Fund Balances	\$24,350,326	\$24,829,011	\$27,068,471	\$29,163,670	\$30,377,942

Source: City of Campbell Audited Financial Statements.

TABLE 3
CITY OF CAMPBELL
General Fund Revenues, Expenditures and Changes in Fund Balances

	Fiscal Year 2010-11	Fiscal Year 2011-12	Fiscal Year 2012-13	Fiscal Year 2013-14	Fiscal Year 2014-15
Revenues					
Property taxes	\$8,550,309	\$8,780,697	\$9,770,597	\$10,237,769	\$11,277,004
Sales and use taxes	10,524,344	11,777,407	12,649,768	13,115,263	13,915,291
Other taxes	5,197,355	6,134,122	6,642,431	7,561,182	8,668,505
Special assessments	--	--	--	--	--
Licenses and permits	1,828,631	2,229,222	2,213,828	3,057,428	2,396,721
Fines and forfeitures	394,275	354,359	302,199	332,100	354,445
Investment income	265,185	191,924	(38,665)	266,187	187,940
Rents and leases	2,090,195	2,074,445	2,255,422	2,567,440	2,604,602
Intergovernmental	373,598	231,040	222,695	209,500	323,475
Charges for services	3,717,712	3,682,536	3,449,197	3,522,570	3,574,524
Project revenues	--	--	--	--	--
Donations	80,094	66,447	60,648	82,687	59,101
Parkland dedication fees	--	--	--	--	--
Miscellaneous revenues	63,559	70,073	544,116	378,460	158,004
Total revenues	33,085,257	35,592,272	38,072,236	41,330,586	43,519,612
Expenditures					
Current:					
General government	4,204,006	4,380,461	4,800,319	5,173,835	5,394,277
Recreation	4,497,252	4,569,693	4,841,625	4,983,642	5,340,786
Community development	1,253,601	1,601,352	1,528,646	1,758,829	2,008,690
Public Safety	18,203,868	19,284,849	20,279,108	20,199,917	20,942,791
Public Works	3,420,001	3,312,177	3,882,765	4,176,238	4,747,625
Capital Outlay	--	--	--	--	--
Debt Service:					
Principal	--	--	--	--	--
Interest	--	--	--	--	--
Total expenditures	31,578,728	33,148,532	35,332,463	36,292,461	38,434,169
Excess (deficiency) of revenues over expenditures	1,506,519	2,443,740	2,739,773	5,038,125	5,085,443
Other financing sources (uses)					
Transfers in	1,380,635	1,150,671	1,337,244	1,494,992	1,302,493
Transfers out	(2,149,196)	(3,058,010)	(2,891,619)	(4,532,823)	(5,749,330)
Net other financing sources (uses)	(768,561)	(1,907,339)	1,554,375	(3,037,831)	(4,446,837)
Net change in fund balances	737,958	536,401	1,185,398	2,000,294	638,606
Fund balances at beginning of year	20,969,558	21,707,516	22,243,917	23,429,315	25,429,609
Fund balances at end of year	\$21,707,516	\$22,243,917	\$23,429,315	\$25,429,609	\$26,068,215

Source: City of Campbell Audited Financial Statements.

Sales Taxes

Sales and use taxes represent the largest source of tax revenue to the City. The sales tax is an excise tax imposed on retailers for the privilege of selling or leasing tangible personal property. The use tax is an excise tax imposed for the storage, use, or other consumption of tangible personal property purchased from any retailer. According to the City's 2015-16 Adopted Budget, the total sales tax rate within the City is approximately 31% of the General Fund's net operating revenue base.

Collection of the sales and use tax is administered by the California State Board of Equalization. Under its procedures, the State Board of Equalization projects receipts of the sales and use tax on a quarterly basis and remits an advance of the receipts of the sales and use tax to the City on a monthly basis. The amount of each monthly advance is based upon the State Board of Equalization's quarterly projection. During the last month of each quarter, the State Board of Equalization adjusts the amount remitted to reflect the actual receipts of the sales and use tax for the previous quarter. The State Board of Equalization receives an administrative fee based on the cost of services provided by the Board to the City in administering the City's sales tax, which is deducted from revenue generated by the sales and use tax before it is distributed to the City.

Sales Tax Rates. Currently, taxable transactions in the City are subject to the following sales and use tax, of which the City's share is only a portion. The State collects and administers the tax, and makes distributions on taxes collected within the City, as follows:

**TABLE 4
CITY OF CAMPBELL
Sales Tax Rates
As of April 1, 2016**

State of California	7.50%
County of Santa Clara	1.25
City of Campbell	0.25
Total	9.00%

Source: California State Board of Equalization.

Application of Sales Tax. Sales and use taxes are complementary taxes; when one applies, the other does not. In general, the statewide sales tax applies to gross receipts of retailers from the sale of tangible personal property in the State. The use tax is imposed on the purchase, for storage, use or other consumption in the State of tangible personal property from any retailer. The use tax generally applies to purchases of personal property from a retailer outside the State where the use will occur within the State. The sales tax is imposed upon the same transactions and items as the statewide sales tax and the statewide use tax, of which certain transactions are exempt.

Sales Tax Collection Procedures. Collection of the sales and use tax is administered by the State Board of Equalization. According to the State Board of Equalization, it distributes quarterly tax revenues to cities, counties and special districts using the following method:

Using the prior year's like quarterly tax allocation as a starting point, the Board first eliminates nonrecurring transactions such as fund transfers, audit payments and refunds, and then adjusts for growth, in order to establish the estimated base amount. The State Board of

Equalization disburses 90% to each local jurisdiction in three monthly installments (advances) prior to the final computation of the quarter's actual receipts. Ten percent is withheld as a reserve against unexpected occurrences that can affect tax collections (such as earthquakes, fire or other natural disaster) or distributions of revenue such as unusually large refunds or negative fund transfers. The first and second advances each represent 30% of the 90% distribution, while the third advance represents 40%. One advance payment is made each month, and the quarterly reconciliation payment (clean-up) is distributed in conjunction with the first advance for the subsequent quarter. Statements showing total collections, administrative costs, prior advances and the current advance are provided with each quarterly clean-up payment.

Under the Sales and Use Tax Law, all sales and use taxes collected by the State Board of Equalization under a contract with any city, city and county, redevelopment agency, or county are required to be transmitted by the State Board of Equalization to such city, city and county, redevelopment agency, or county periodically as promptly as feasible. These transmittals are required to be made at least twice in each calendar quarter.

Under its procedures, the State Board of Equalization projects receipts of the sales and use tax on a quarterly basis and remits an advance of the receipts of the sales and use tax to the City on a monthly basis. The amount of each monthly advance is based upon the State Board of Equalization's quarterly projection. During the last month of each quarter, the State Board of Equalization adjusts the amount remitted to reflect the actual receipts of the sales and use tax for the previous quarter.

The State Board of Equalization receives an administrative fee based on the cost of services provided by the Board to the City in administering the City's sales tax, which is deducted from revenue generated by the sales and use tax before it is distributed to the City.

History of Taxable Transactions. Summaries of historic taxable sales within the City and the County during the past five years in which data is available are shown in the following tables. Annual figures are not yet available for calendar year 2014.

Total taxable sales during the first three quarters of calendar year 2014 in the City were reported to be \$678,629,000, a 3.42% increase over the total taxable sales of \$656,166,000 reported during the first three quarters of calendar year 2013.

TABLE 5
CITY OF CAMPBELL
Taxable Retail Sales
Number of Permits and Valuation of Taxable Transactions
(Dollars in Thousands)

	<u>Retail Stores</u>		<u>Total All Outlets</u>	
	<u>Number of Permits</u>	<u>Taxable Transactions</u>	<u>Number of Permits</u>	<u>Taxable Transactions</u>
2009	899	\$550,727	1,670	\$709,543
2010	911	568,773	1,663	703,288
2011	870	632,091	1,593	789,366
2012	906	674,188	1,597	833,225
2013	944	713,441	1,634	883,015

Source: State of California, Board of Equalization.

Property Taxes

General. Property taxes represent the second largest source of tax revenue to the City. This section describes property tax levy and collection procedures and certain information regarding historical assessed values and major property taxpayers in the City. See “CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS” and “RISK FACTORS – Property Taxes” for a description of risks associated with the levy and collection of property tax revenues.

Property taxes in the State have historically been the primary revenue source affected by voter initiatives and legislative actions. With approval of Proposition 13 (“**Proposition 13**”), property tax revenues were reduced by two-thirds and thereafter limited to 2% annual increases or the consumer price index, whichever is less. See “CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS – Article XIII A of the State Constitution” for further description of Proposition 13.

Levy and Collection. Property taxes are levied for each Fiscal Year on taxable real and personal property as of the preceding January 1. For assessment and collection purposes, property is classified either as “**secured**” or “**unsecured**” and is listed accordingly on separate parts of the assessment roll. The “**secured roll**” is that part of the assessment roll containing State-assessed public utilities property and real property the taxes on which are a lien sufficient, in the opinion of the County Assessor, to secure payment of the taxes. Other property is assessed on the “**unsecured roll.**”

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each Fiscal Year, and become delinquent on December 10 and April 10, respectively. A penalty of 10% attaches immediately to all delinquent payments. Property on the secured roll with respect to which taxes are delinquent become tax defaulted on or about June 30 of the Fiscal Year. Such property may thereafter be redeemed by payment of a penalty of 1% per month to the time of redemption, plus costs and a redemption fee. If taxes are unpaid for a period of five years or more, the property is deeded to the State and may be sold at public auction.

Property taxes on the unsecured roll are due as of the January 1 lien dates and become delinquent on August 31. A 10% penalty attaches to delinquent unsecured taxes. If unsecured taxes are unpaid at 5:00 p.m. on October 31, an additional penalty of 1% attaches to them on the first day of each month until paid. The County has four ways of collecting delinquent unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a judgment in the office of the County Clerk specifying certain facts in order to obtain a lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the County Recorder’s office in order to obtain a lien on certain property of the taxpayer; and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee.

Beginning in 1978-79, Proposition 13 and its implementing legislation shifted the function of property tax allocation to the counties, except for levies to support prior voted debt, and prescribed how levies on county-wide property values are to be shared with local taxing entities within each county. See “CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS – Article XIII A of the State Constitution” for further description of Proposition 13.

Teeter Plan. The County and the other political subdivisions within its boundaries operate under the provisions of Sections 4701 through 4717, inclusive, of the Revenue and Taxation Code of the State, commonly referred to as the “**Teeter Plan**,” with respect to property tax collection and disbursement procedures. Under this method, the City receives 100% of its secured property tax levied in exchange for foregoing any interest and penalties collected on delinquent taxes. The City receives payments as a series of advances made by the County throughout the year. Secured property tax levy is recognized as revenue upon receipt, including the final payment, which generally is received within 60 days after the fiscal year end.

Assessed Valuation. All property is assessed using full cash value as defined by Article XIII A of the State Constitution. State law provides exemptions from *ad valorem* property taxation for certain classes of property such as churches, colleges, non-profit hospitals, and charitable institutions. See “CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS.”

Future assessed valuation growth allowed under Article XIII A (new construction, certain changes of ownership, 2% inflation) will be allocated on the basis of “situs” among the jurisdictions that serve the tax rate area within which the growth occurs. Local agencies and schools will share the growth of “base” revenues from the tax rate area. Each year’s growth allocation becomes part of each agency’s allocation in the following year.

Assessed Valuation History. The table below presents a 5-year history of the assessed value of property within the City.

**TABLE 6
CITY OF CAMPBELL
Assessed Valuation
Fiscal Years 2010-11 through 2015-16**

Year	Local Secured	Utility	Unsecured	Total
2011-12	\$6,088,878,105	\$145,750	\$253,185,951	\$6,342,209,806
2012-13	6,200,714,942	145,750	280,367,332	6,481,228,024
2013-14	6,950,990,912	145,750	284,251,723	7,235,388,385
2014-15	7,407,865,106	172,250	288,458,347	7,696,495,703
2015-16	7,957,558,231	172,250	273,569,603	8,231,300,084

Source: California Municipal Statistics Inc.

Major Property Taxpayers. The following table shows the top 20 local secured property taxpayers for the current Fiscal Year.

**TABLE 7
CITY OF CAMPBELL
Top Twenty Local Secured Taxpayers
Fiscal Year 2015-16**

<u>Property Owner</u>	<u>Primary Land Use</u>	<u>2015-16 Assessed Valuation</u>	<u>% of Total ⁽¹⁾</u>
1. CFEP Pruneyard LLC	Shopping Center	\$ 219,515,166	2.76%
2. Legacy III Campbell LLC	Office Building	123,857,757	1.56
3. Campbell Technology Park LLC	Industrial	77,360,019	0.97
4. RP Maximus Pruneyard Owner LLC	Apartments	74,830,815	0.94
5. Hamilton Plaza Investors LLC	Shopping Center	54,814,290	0.69
6. CRP Vasona LLC	Industrial	53,875,049	0.68
7. Bay Apartment Communities Inc.	Apartments	53,026,469	0.67
8. Marc W. Buzolich, Trustee	Shopping Center	49,469,166	0.62
9. Campbell Apartments Properties LLC	Apartments	46,602,499	0.59
10. Essex The Commons LP	Apartments	45,329,569	0.57
11. MGJV Investments III LLC	Commercial	44,822,193	0.56
12. CRP Lincoln LLC	Office Building	42,329,170	0.53
13. 950 West Hamilton, Lessor	Shopping Center	29,000,000	0.36
14. Campbell Plaza Apartments LLC	Apartments	28,399,670	0.36
15. EQR Woodleaf Apts. LP	Apartments	26,126,644	0.33
16. Allergen Sales LLC	Industrial	25,685,758	0.32
17. Barracuda Networks Inc.	Office Building	25,547,606	0.32
18. Campbell HHG Hotel Development LP	Hotel	24,879,871	0.31
19. Brian Avery, Trustee	Apartments	24,368,514	0.31
20. Campbell Gateway Square	Shopping Center	<u>20,989,271</u>	<u>0.26</u>
		<u>\$1,090,829,496</u>	<u>13.71%</u>

(1) 2015-16 Local Secured Assessed Valuation: \$7,957,558,231.
Source: California Municipal Statistics, Inc.

Other Taxes and Revenues

Franchise Taxes. Franchise tax revenue is derived from fees charges to various utilities for doing business within the City. The fee is generally computed as a percentage of gross income of the utility.

State Budget

Although the City does not receive a significant portion of its annual revenues directly from the State, the State's financial condition and budget policies affect communities and local public agencies throughout the State. At various times, the State has experienced significant financial and budgetary stress.

Recent State budgets have been balanced and balanced budgets are projected for the foreseeable future, but there can be no certainty that budget-cutting strategies such as those used in prior years will not be used in the future should the State budget again experience stresses. To the extent that the State budget process results in reduced revenues to the City in the future, the City could be required to make adjustments to its budget.

Employees and Labor Relations

As of May 16, 2016, the City had 151 full-time and approximately 12 part-time employees who averaged approximately 31.7 hours worked per week full-time equivalent employees. The following table provides a list of employee organizations in the City and their membership.

**TABLE 8
CITY OF CAMPBELL
EMPLOYEE ORGANIZATIONS**

Bargaining Unit	Number of Represented Employees	Contract Expiration Date
CMEA	53	06/30/2017
CONF	4	06/30/2017
CPCEA	21	06/30/2017
CPOA	40	12/31/2016
MGMT	22	06/30/2017
CARP	23	06/30/2019

Source: City of Campbell.

Risk Management and Self-Insurance

Risk management activity for City exposure to torts (general liability) is accounted for as a liability on the Statement of Net Position. The City is self-insured for the first \$100,000 of liability for each occurrence, and the excess (up to \$20,000,000) is covered through the City's participation in the Association of Bay Area Governments Pooled Liability Assurance Network (the "ABAG PLAN") general liability risk pool. The ABAG PLAN also provides \$1,000,000 of employee theft coverage in excess of the City's \$5,000 deductible.

The ABAG PLAN pool consists of thirty-one member agencies within the San Francisco Bay Area. The stated purpose of the ABAG pool is to provide certain levels of liability insurance coverage, claims management, risk management services, and legal defense to each participating city within the pool. See Note 12 to the City's Audited Financial Statements attached hereto as APPENDIX B – "AUDITED FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2015."

Defined Benefit Pension Plan

General. The City contributes to the California Public Employees Retirement System ("PERS"), an agent multiple-employer public employee defined benefit pension plan. PERS provides retirement, disability benefits, and death benefits to plan members and beneficiaries. PERS acts as a common investment and administrative agent for participating public entities within the State of California. Copies of PERS' annual financial report may be obtained from its executive office at 400 "P" Street, Sacramento, California 95814.

PERS Contributions. Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for both Plans are determined annual on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to

finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. For a summary of assumptions used in the actuarial valuation, see "APPENDIX B – AUDITED FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2015 - Note 9."

Changes in Net Pension Liability. The following table shows the changes in net pension liability over the measurement period:

**CHANGES
IN NET PENSION LIABILITY**

	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability (Asset)
Balance, June 30, 2014	\$84,995,492	\$61,409,533	\$22,585,959
Changes in the year:			
Service cost	1,803,589	--	1,803,589
Interest on the total pension liability	6,237,266	--	6,237,266
Differences between actual and expected experience	--	--	--
Changes in assumptions	--	--	--
Changes in benefit terms	--	--	--
Contribution - employer	--	1,592,734	(1,592,734)
Contribution - employee (paid by employer)	--	--	--
Contribution - employee	--	869,838	(869,838)
Net investment income	--	10,321,563	(10,321,563)
Administrative expenses	--	--	--
Benefit payments, including refunds of employee contributions	(3,467,485)	(3,467,485)	--
Net changes during 2014-15	4,573,370	9,316,650	(4,743,280)
Balance, June 30, 2015	\$88,568,862	\$70,726,183	\$17,842,679

Recent Actions by PERS. On March 14, 2012, the PERS Board of Administration voted to reduce its discount rate, which is attributable to its expected price inflation and investment rate of return (net of administrative expenses), from 7.75% to 7.5%. As a result of such discount rate decrease, among other things, (i) the amounts of PERS member state and schools employer contributions will increase by 1.2 to 1.6% for Miscellaneous plans and 2.2 to 2.4% for Safety plans beginning fiscal year 2012-13 and (ii) the amounts of PERS member public agency contributions will increase by 1 to 2% for Miscellaneous plans and 2 to 3% for Safety plans beginning fiscal year 2013-14.

The PERS Board adjustment has been undertaken in order to address underfunding of the PERS funds, which arose from significant losses incurred as a result of the economic crisis arising in 2008 and persists due to a slower than anticipated, subsequent economic recovery. The City is unable to predict what the amount of PERS liabilities will be in the future, or the amount of the PERS contributions which the City may be required to make.

At its April 17, 2013 meeting, the PERS Board of Administration approved a recommendation to change the PERS amortization and smoothing policies. Prior to this change, PERS employed an amortization and smoothing policy which spread investment returns over a 15-year period with experience gains and losses paid for over a rolling 30-year period. After this change, PERS will employ an amortization and smoothing policy that will pay for all gains and

losses over a fixed 30-year period with the increases or decreases in the rate spread directly over a 5-year period.

The new amortization and smoothing policy were used for the first time in the June 30, 2013 actuarial valuations. These valuations were performed in the fall of 2014 and set employer contribution rates for the fiscal year 2015-16.

On February 20, 2014, the PERS Board of Administration adopted new mortality and retirement assumptions as part of a regular review of demographic experience. Key assumption changes included longer post-retirement life expectancy and earlier retirement ages. The impact of the assumption changes will be phased in over five years, with a twenty-year amortization, beginning in the 2016-17 Fiscal Year.

According to PERS, the current amortization and smoothing policy was designed to reduce volatility in employer contribution rates, and, although the policy accomplished this goal fairly well since its adoption, a number of concerns have developed:

- The use of an actuarial value of assets corridor can lead to significant single year increases to rates in years when there are large investment losses.
- The use of long asset smoothing periods and long rolling amortization periods result in slow progress toward full funding.
- The use of an actuarial value of assets requires the disclosure of two different funded statuses and unfunded liability numbers in actuarial valuation reports. This adds confusion and inhibits transparency.
- The use of rolling amortization and long asset smoothing periods makes it difficult for employers to predict when contribution rates will peak and how high that peak will be.
- The use of rolling amortization and asset smoothing periods may result in additional calculations for the new accounting standards. These calculations would be avoided with a quicker funded status recovery.

According to PERS, the adoption of the new smoothing and amortization policies will change future employer contribution rates, as follows:

- Funding levels will improve, which will reduce the funding level risk.
- Local agencies' plans will experience more rate volatility in normal years, but a much reduced chance of very large rate increases in years when there are large investment losses.
- Contribution rates in the near term will increase.
- Long-term contribution rates will be lower.
- There will be greater transparency about the timing and impact of future employer contribution rate changes.
- The new policy eliminates the need for an actuarial value of assets. As a result, there will be only one funded status and unfunded liability in actuarial reports.
- There will be less confusion when the new accounting standards are implemented since there will be no need for extra liability calculations.

Pension Reform Act of 2013 (Assembly Bill 340). On September 12, 2012, Governor Brown signed AB 340, a bill that enacted the California Public Employees' Pension Reform Act of 2013 ("PEPRA") and that also amended various sections of the State Education and Government Codes. PEPRA (i) increases the retirement age for new State, school, and city and local agency employees depending on job function, (ii) caps the annual PERS pension benefit payouts, (iii) addresses numerous abuses of the system, and (iv) requires State, school, and certain city and local agency employees to pay at least half of the costs of their PERS pension benefits. PEPRA applies to all public employers except the University of California, charter cities and charter counties (except to the extent they contract with PERS.)

The provisions of PEPRA went into effect on January 1, 2013 with respect to new State, school, and city and local agency employees hired on that date and after; existing employees who are members of employee associations, including employee associations of the City, will have a five-year window to negotiate compliance with PEPRA through collective bargaining. If agreement is not reached by January 1, 2018, a city, public agency or school district could force employees to pay their half of the costs of PERS pension benefits, up to 8% of pay for civil workers and 11% or 12% for public safety workers.

PERS has predicted that the impact of PEPRA on employers, including the City and other employers in the PERS system, and employees will vary, based on each employer's current level of benefits. To the extent that the new formulas lower retirement benefits, employer contribution rates could decrease over time as current employees retire and employees subject to the new formulas make up a larger percentage of the workforce. This change would, in some circumstances, result in a lower retirement benefit for employees than they currently earn. Additionally, PERS has noted that changes arising from PEPRA could ultimately have an adverse impact on public sector recruitment in areas that have historically experienced recruitment challenges due to higher pay for similar jobs in the private sector.

More information about PEPRA can be accessed through the PERS's web site at <https://www.calpers.ca.gov/page/about/laws-regulations/regulatory-actions/pepra>. *This internet address is provided for reference and convenience only; the information contained within this website may not be current and has not been reviewed by the City or the Underwriters and is not incorporated herein by reference.*

The City is unable to predict the amount of PERS liabilities in the future or the amount of the PERS contributions which the City may be required to make, all as a result of the implementation of PEPRA, and as a result of negotiations with its employee associations.

Other Post-Employment Benefits

Plan Description. The City administers a single employer Retiree Award Program which provides medical insurance benefits on a reimbursement basis to eligible retirees in accordance with various labor agreements. The City pays up to \$325 per month for retiree only medical insurance premiums or the actual cost of the retiree program, whichever is less. Eligible retirees must be retired from the City with at least 17 years of service with the City and be at least 50 years of age.

The City has established a trust with the California Employers Retiree Benefit Trust for the purpose of holding assets accumulated for plan benefits.

Funding Policy. The contribution requirements of plan members and the City are established and may be amended by City Council. The contribution required to be made under City Council and labor agreement requirements is based on the most recent actuarial study using a 10-year phase-in option.

Annual OPEB Cost and Net OPEB Obligation. The City's annual other postemployment benefit ("OPEB") cost (expense) is calculated based on the annual required contribution of the employer ("ARC"), an amount actuarially determined in accordance with the parameters of Governmental Accounting Standards Board Statement No. 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed thirty years.

The following table shows the components of the annual OPEB cost for the current fiscal year, the amount actually contributed to the plan, and changes in the City's net OPEB obligation of these benefits:

Annual required contribution	\$689,000
Interest on net OPEB obligation	102,000
Adjustment to ARC	<u>(138,000)</u>
Annual OPEB cost (expense)	653,000
Contributions made (including premiums)	<u>(595,169)</u>
Increase in net OPEB obligation	57,831
Net OPEB obligation, beginning of year	<u>1,633,647</u>
Net OPEB obligation, end of year	\$1,691,478

Source: City of Campbell Audited Financial Statements.

The City's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for the fiscal year ended June 30, 2015 and the two preceding years were as follows:

OPEB OBLIGATION
Fiscal Years 2012-13 through 2014-15

Fiscal Year Ended	Annual OPEB Cost	% of Annual OPEB Cost Contributed	Net OPEB Obligation
06/30/2013	\$573,000	49%	\$1,832,647
06/30/2014	447,000	145	1,633,647
06/30/2015	653,000	91	1,691,478

Source: City of Campbell Audited Financial Statements.

Funded Status and Funding Progress. As of June 30, 2013, the most recent actuarial valuation date, the plan was 14.1% funded. The actuarial accrued liability for benefits was \$7,204,000 and the actuarial value of assets was \$1,015,000, resulting in an unfunded actuarial accrued liability ("UAAL") of \$6,189,000. The covered payroll (annual payroll of active employees covered by the plan) was \$13,039,000, and the ratio of the UAAL to the covered payroll was 47.5%

For more information regarding the City's OPEB and assumptions used in the Actuarial Study, see Note 11 in the City's 2014-15 audited financial statements attached as APPENDIX B – " AUDITED FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2015.

[Short Term Borrowings - CONFIRM

The City has not in recent years issued short term debt for meeting its cash flow needs.]

Direct and Overlapping Debt

Contained within the City are overlapping local agencies providing public services which have issued general obligation bond and other types of indebtedness. Direct and overlapping bonded indebtedness as of May 1, 2016 is shown in the following table compiled by California Municipal Statistics, Inc. The City has not independently verified the information in the table and makes no representations as to completeness or accuracy.

TABLE 9
CITY OF CAMPBELL
Statement of Direct and Overlapping Debt as of May 1, 2016

2015-16 Assessed Valuation: \$8,231,300,084

<u>OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable ⁽¹⁾</u>	<u>Debt 5/1/16</u>
Santa Clara County	2.121%	\$ 16,810,728
West Valley-Mission Community College District	7.418	31,150,431
Campbell Union High School District	20.686	29,532,368
Cambrian School District	31.575	16,379,514
Campbell Union School District	31.047	51,311,758
Moreland School District	10.908	12,822,600
Midpeninsula Regional Open Space District	0.038	17,100
Santa Clara Valley Water District Benefit Assessment District	2.121	<u>2,101,063</u>
TOTAL OVERLAPPING TAX AND ASSESSMENT DEBT		\$160,125,562
 <u>DIRECT AND OVERLAPPING GENERAL FUND DEBT:</u>		
Santa Clara County General Fund Obligations	2.121%	\$14,566,525
Santa Clara County Pension Obligation Bonds	2.121	7,786,580
Santa Clara County Board of Education Certificates of Participation	2.121	135,320
Santa Clara County Vector Control District Certificates of Participation	2.121	65,433
West Valley-Mission Community College District General Fund Obligations	7.418	4,775,338
Campbell Union High School District General Fund Obligations	20.686	3,137,032
Campbell Union School District General Fund Obligations	31.047	1,038,522
City of Campbell Certificates of Participation	100.000	16,230,843 ⁽¹⁾
Midpeninsula Regional Open Space District General Fund Obligations	0.038	<u>46,611</u>
TOTAL GROSS DIRECT AND OVERLAPPING GENERAL FUND DEBT		\$47,782,204
Less: Santa Clara County supported obligations		<u>10,355,185</u>
TOTAL NET DIRECT AND OVERLAPPING GENERAL FUND DEBT		\$37,427,019
 <u>OVERLAPPING TAX INCREMENT DEBT (Successor Agency):</u>	 100.000%	 \$19,380,000
 GROSS COMBINED TOTAL DEBT		 \$227,287,766 ⁽²⁾
NET COMBINED TOTAL DEBT		\$216,932,581

Ratios to 2015-16 Assessed Valuation:

Total Overlapping Tax and Assessment Debt	1.95%
Total Direct Debt (\$16,230,843).....	0.20%
Gross Combined Total Debt	2.76%
Net Combined Total Debt	2.64%

Ratios to Redevelopment Successor Agency Incremental Valuation (\$791,755,536):

Total Overlapping Tax Increment Debt	2.45%
--------------------------------------------	-------

(1) Excludes issue to be sold.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.
Source: California Municipal Statistics, Inc.

Investment of Funds; City's Pooled Operating Investment Fund

Investment of City Funds. The City Treasurer is responsible for investing available cash in accordance with the California Government Code and the Statement of Investment Policy adopted by the City Council. Typical investment activity includes debt instruments issued by the Federal Home Loan Bank Board, Federal Farm Credit Bank and Federal Home Loan Mortgage Corporation, Bank Certificates of Deposit, Insured Money Market Funds, and the State Treasurer's Local Agency Investment Fund ("LAIF").

LAIF is a special fund of the California State Treasury through which local governments may pool investments. It is overseen by the Local Agency Investment Advisory Board, which consists of five members, in accordance with State Statute. The State Treasurer's Office audits the fund annually. Investments in LAIF are highly liquid, as deposits can be converted to cash within 24 hours without loss of interest. Investments with LAIF are secured by the full faith and credit of the State of California.

The City Treasurer is required to review and render quarterly reports to the City Manager and City Council in compliance with California Government Code Section 53646(b). These reports will include the face amount of the cash investment, the classification of the investment, the name of the institution or entity, the rate of interest, the maturity date, the current market value and accrued interest due for all securities. Additionally, each report will include the amount held by the City's deferred compensation administrator(s) and a statement of the portfolio's compliance with the City's investment policy and a statement denoting the City's ability to meet its expenditure requirements for the then coming six months.

CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS

The constitutional and statutory provisions discussed in this section have the potential to affect the ability of the City to levy taxes and spend tax proceeds for operating and other purposes.

Article XIII A of the State Constitution

On June 6, 1978, California voters approved Proposition 13, which added Article XIII A to the State Constitution. Article XIII A, as amended, limits the amount of any *ad valorem* tax on real property to one percent of the full cash value thereof, except that additional *ad valorem* taxes may be levied to pay debt service (i) on indebtedness approved by the voters prior to July 1, 1978, (ii) on bonded indebtedness approved by a two-thirds vote on or after July 1, 1978, for the acquisition or improvement of real property or (iii) bonded indebtedness incurred by a school district, community college district or county office of education for the construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of school facilities or the acquisition or lease of real property for school facilities, approved by 55 percent of the voters voting on the proposition. Article XIII A defines full cash value to mean "the county assessor's valuation of real property as shown on the 1975-76 tax bill under "full cash value," or thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment." This full cash value may be increased at a rate not to exceed two percent per year to account for inflation.

Article XIII A has subsequently been amended to permit reduction of the "full cash value" base in the event of declining property values caused by damage, destruction or other factors, to provide that there would be no increase in the "full cash value" base in the event of reconstruction of property damaged or destroyed in a disaster, and in other minor or technical ways.

Legislation Implementing Article XIII A

Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The one percent property tax is automatically levied by the County and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1989.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the two percent annual adjustment are allocated among the various jurisdictions in the "taxing area" based upon their respective "situs." Any such allocation made to a local agency continues as part of its allocation in future years.

All taxable property is shown at full market value on the tax rolls. Consequently, the tax rate is expressed as \$1 per \$100 of taxable value. All taxable property value included in this Official Statement is shown at 100 percent of market value (unless noted differently) and all tax rates reflect the \$1 per \$100 of taxable value.

Article XIII B of the State Constitution

In addition to the limits Article XIII A imposes on property taxes that may be collected by local governments, certain other revenues of the State and most local governments are subject to an annual "appropriations limit" imposed by Article XIII B which effectively limits the amount of such revenues those entities are permitted to spend. Article XIII B, approved by the voters in June 1979, was modified substantially by Proposition 111 in 1990. The appropriations limit of each government entity applies to "proceeds of taxes," which consist of tax revenues, State subventions and certain other funds, including proceeds from regulatory licenses, user charges or other fees to the extent that such proceeds exceed "the cost reasonably borne by such entity in providing the regulation, product or service." "Proceeds of taxes" excludes tax refunds and some benefit payments such as unemployment insurance. No limit is imposed on the appropriation of funds which are not "proceeds of taxes," such as reasonable user charges or fees, and certain other non-tax funds. Article XIII B also does not limit appropriation of local revenues to pay debt service on Bonds existing or authorized by January 1, 1979, or subsequently authorized by the voters, appropriations required to comply with mandates of courts or the federal government, appropriations for qualified capital outlay projects, and appropriation by the State of revenues derived from any increase in gasoline taxes and motor vehicle weight fees above January 1, 1990, levels. The appropriations limit may also be exceeded in case of emergency; however, the appropriations limit for the next three years following such emergency appropriation must be reduced to the extent by which it was exceeded, unless the emergency arises from civil disturbance or natural disaster declared by the Governor, and the expenditure is approved by two-thirds of the legislative body of the local government.

The State and each local government entity has its own appropriations limit. Each year, the limit is adjusted to allow for changes, if any, in the cost of living, the population of the jurisdiction, and any transfer to or from another government entity of financial responsibility for providing services. Proposition 111 requires that each agency's actual appropriations be tested against its limit every two years.

If the aggregate "proceeds of taxes" for the preceding two-year period exceeds the aggregate limit, the excess must be returned to the agency's taxpayers through tax rate or fee reductions over the following two years.

The City has never exceeded its appropriations limit.

Articles XIII C and XIII D of the State Constitution

General. On November 5, 1996, the voters of the State approved Proposition 218, known as the "Right to Vote on Taxes Act." Proposition 218 adds Articles XIII C and XIII D to the California Constitution and contains a number of interrelated provisions affecting the ability of the City to levy and collect both existing and future taxes, assessments, fees and charges.

On November 2, 2010, California voters approved Proposition 26, entitled the "Supermajority Vote to Pass New Taxes and Fees Act." Section 1 of Proposition 26 declares that Proposition 26 is intended to limit the ability of the State Legislature and local government to circumvent existing restrictions on increasing taxes by defining the new or expanded taxes as "fees." Proposition 26 amended Articles XIII A and XIII C of the State Constitution. The amendments to Article XIII A limit the ability of the State Legislature to impose higher taxes (as defined in Proposition 26) without a two-thirds vote of the Legislature. The amendments to

Article XIII C define “taxes” that are subject to voter approval as “any levy, charge, or exaction of any kind imposed by a local government,” with certain exceptions.

Taxes. Article XIII C requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes of the City (“general taxes”) require a majority vote; taxes for specific purposes (“special taxes”), even if deposited in the City’s General Fund, require a two-thirds vote.

Property-Related Fees and Charges. Article XIII D also adds several provisions making it generally more difficult for local agencies to levy and maintain property-related fees, charges, and assessments for municipal services and programs. These provisions include, among other things, (i) a prohibition against assessments which exceed the reasonable cost of the proportional special benefit conferred on a parcel, (ii) a requirement that assessments must confer a “special benefit,” as defined in Article XIII D, over and above any general benefits conferred, (iii) a majority protest procedure for assessments which involves the mailing of notice and a ballot to the record owner of each affected parcel, a public hearing and the tabulation of ballots weighted according to the proportional financial obligation of the affected party, and (iv) a prohibition against fees and charges which are used for general governmental services, including police, fire or library services, where the service is available to the public at large in substantially the same manner as it is to property owners.

Reduction or Repeal of Taxes, Assessments, Fees and Charges. Article XIII C also removes limitations on the initiative power in matters of reducing or repealing local taxes, assessments, fees or charges. No assurance can be given that the voters of the City will not, in the future, approve an initiative or initiatives which reduce or repeal local taxes, assessments, fees or charges currently comprising a substantial part of the City’s General Fund. If such repeal or reduction occurs, the City’s ability to pay debt service on the Bonds could be adversely affected.

Burden of Proof. Article XIII C provides that local government “bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor’s burdens on, or benefits received from, the governmental activity.” Similarly, Article XIII D provides that in “any legal action contesting the validity of a fee or charge, the burden shall be on the agency to demonstrate compliance” with Article XIII D.

Judicial Interpretation of Proposition 218. The interpretation and application of Articles XIII C and XIII D will ultimately be determined by the courts, and it is not possible at this time to predict with certainty the outcome of such determination.

Impact on City’s General Fund. The City does not believe that any material source of General Fund revenue is subject to challenge under Proposition 218 or Proposition 26.

The approval requirements of Articles XIII C and XIII D reduce the flexibility of the City to raise revenues for the General Fund, and no assurance can be given that the City will be able to impose, extend or increase the taxes, fees, charges or taxes in the future that it may need to meet increased expenditure needs.

Proposition 1A; Proposition 22

Proposition 1A. Proposition 1A, proposed by the Legislature in connection with the State's fiscal year 2004-05 Budget, approved by the voters in November 2004 and generally effective in fiscal year 2006-07, provided that the State may not reduce any local sales tax rate, limit existing local government authority to levy a sales tax rate or change the allocation of local sales tax revenues, subject to certain exceptions. Proposition 1A generally prohibited the State from shifting to schools or community colleges any share of property tax revenues allocated to local governments for any fiscal year, as set forth under the laws in effect as of November 3, 2004. Any change in the allocation of property tax revenues among local governments within a county had to be approved by two-thirds of both houses of the Legislature.

Proposition 22. Proposition 22, entitled "The Local Taxpayer, Public Safety and Transportation Protection Act," was approved by the voters of the State in November 2010. Proposition 22 eliminates or reduces the State's authority to (i) temporarily shift property taxes from cities, counties and special districts to schools, (ii) use vehicle license fee revenues to reimburse local governments for State-mandated costs (the State will have to use other revenues to reimburse local governments), (iii) redirect property tax increment from redevelopment agencies to any other local government, (iv) use State fuel tax revenues to pay debt service on State transportation bonds, or (v) borrow or change the distribution of State fuel tax revenues.

Possible Future Initiatives

Articles XIII A, XIII B, XIII C and XIII D and Propositions 62, 111, 218 and 1A were each adopted as measures that qualified for the ballot pursuant to the State's initiative process. From time to time other initiative measures could be adopted, further affecting revenues of the City or the City's ability to expend revenues. The nature and impact of these measures cannot be anticipated by the City.

THE AUTHORITY

The Authority is a joint exercise of powers authority duly organized and existing under the laws of the State. The Authority is governed by a board of directors made up *ex officio* of the members of the City Council of the City. The Authority was created for the purpose, among others, of issuing bonds to be used to finance the acquisition, construction and improvement of certain public capital improvements within the City.

BOND OWNERS' RISKS

The following describes certain special considerations and risk factors affecting the payment of and security for the Bonds. The following discussion is not meant to be an exhaustive list of the risks associated with the purchase of any Bonds and does not necessarily reflect the relative importance of the various risks. Potential investors in the Bonds are advised to consider the following special factors along with all other information in this Official Statement in evaluating the Bonds. There can be no assurance that other considerations will not materialize in the future.

No Pledge of Taxes

General. The obligation of the City to pay the Lease Payments and Additional Rental does not constitute an obligation of the City for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation. The obligation of the City to pay Lease Payments and Additional Rental does not constitute a debt or indebtedness of the Authority, the City, the State of California or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

The City is currently liable on other obligations payable from general revenues, which are described above under "CITY FINANCIAL INFORMATION – Long-Term General Fund Obligations."

Limitations on Taxes and Fees. Certain taxes, assessments, fees and charges presently imposed by the City could be subject to the voter approval requirements of Article XIIC and Article XIID of the State Constitution. Based upon the outcome of an election by the voters, such fees, charges, assessments and taxes might no longer be permitted to be imposed, or may be reduced or eliminated and new taxes, assessments fees and charges may not be approved. The City has assessed the potential impact on its financial condition of the provisions of Article XIIC and Article XIID of the State Constitution respecting the imposition and increase of taxes, fees, charges and assessments and does not believe that an election by the voters to reduce or eliminate the imposition of certain existing fees, charges, assessments and taxes would substantially affect its financial condition. However, the City believes that if the initiative power was exercised so that all local taxes, assessments, fees and charges that may be subject to Article XIIC and Article XIID of the State Constitution are eliminated or substantially reduced, the financial condition of the City, including its General Fund, could be materially adversely affected.

Although the City does not currently anticipate that the provisions of Article XIIC and Article XIID of the State Constitution would adversely affect its ability to pay Lease Payments and its other obligations payable from the General Fund, no assurance can be given regarding the ultimate interpretation or effect of Article XIIC and Article XIID of the State Constitution on the City's finances. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS."

Additional Obligations of the City

The City has existing obligations payable from its General Fund. See "CITY FINANCIAL INFORMATION – Long-Term General Fund Obligations." The City is permitted to enter into other obligations which constitute additional charges against its revenues without the consent of owners of the Bonds. To the extent that additional obligations are incurred by the City, the funds available to pay Lease Payments may be decreased.

The Lease Payments and other payments due under the Property Lease (including payment of costs of repair and maintenance of the Site and Facilities, taxes and other governmental charges levied against the Site and Facilities) are payable from funds lawfully available to the City. If the amounts that the City is obligated to pay in a fiscal year exceed the City's revenues for such year, the City may choose to make some payments rather than making other payments, including Lease Payments and Additional Rental, based on the perceived needs of the City. The same result could occur if, because of California Constitutional limits on expenditures, the City is not permitted to appropriate and spend all of its available revenues or is required to expend available revenues to preserve the public health, safety and welfare.

Default

Whenever any event of default referred to in the Property Lease happens and continues, the Authority is authorized under the terms of the Property Lease to exercise any and all remedies available under law or granted under the Property Lease. See "APPENDIX A – Summary of Principal Legal Documents" for a detailed description of available remedies in the case of a default under the Property Lease.

If a default occurs, there is no remedy of acceleration of the total Lease Payments due over the term of the Property Lease. The Trustee is not empowered to sell the Site and Facilities and use the proceeds of such sale to prepay the Bonds or pay debt service on the Bonds.

The City will be liable only for Lease Payments on an annual basis and, in the event of a default, the Trustee would be required to seek a separate judgment each year for that year's defaulted Lease Payments. Any such suit for money damages would be subject to limitations on legal remedies against municipalities in California, including a limitation on enforcement of judgments against funds of a fiscal year other than the fiscal year in which the Lease Payments were due and against funds needed to serve the public welfare and interest.

Abatement

Under certain circumstances related to damage, destruction, condemnation or title defects which cause a substantial interference with the use and possession of the Site and Facilities, the City's obligation to make Lease Payments will be subject to full or partial abatement and could result in the Trustee having inadequate funds to pay the principal and interest on the Bonds as and when due. See "SECURITY FOR THE Bonds – Abatement" and "APPENDIX A – Summary Of Principal Legal Documents."

Although the City is required under the Property Lease to maintain property and liability insurance with respect to the Site and Facilities, the required insurance coverage is subject to certain conditions and restrictions. See "SECURITY FOR THE Bonds – Property Insurance."

In addition, the Authority is required to use the proceeds of rental interruption insurance maintained under the Property Lease to make debt service payments on the Bonds during any period of abatement. See "SECURITY FOR THE Bonds – Property Insurance." However, there is no assurance that the Authority will receive proceeds of rental interruption insurance in time to make debt service payments on the Bonds when due.

The Indenture does not require the Authority to establish a debt reserve fund for the Bonds; accordingly, other than the proceeds of rental interruption insurance as described above, there is no reserve for the payment of Lease Payments or debt service on the Bonds in the event of abatement.

Property Taxes

Levy and Collection. The City does not have any independent power to levy and collect property taxes. Any reduction in the tax rate or the implementation of any constitutional or legislative property tax decrease could reduce the City's property tax revenues, and accordingly, could have an adverse impact on the ability of the City to make Lease Payments. Likewise, delinquencies in the payment of property taxes could have an adverse effect on the City's ability to pay principal of and interest on the Bonds when due.

Reduction in Inflationary Rate. Article XIII A of the California Constitution provides that the full cash value base of real property used in determining assessed value may be adjusted from year to year to reflect the inflationary rate, not to exceed a 2% increase for any given year, or may be reduced to reflect a reduction in the consumer price index or comparable local data. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS." Such measure is computed on a calendar year basis. Because Article XIII A limits inflationary assessed value adjustments to the lesser of the actual inflationary rate or 2%, there have been years in which the assessed values were adjusted by actual inflationary rates, which were less than 2%. Since Article XIII A was approved, the annual adjustment for inflation has fallen below the 2% limitation a limited number of times.

The City is unable to predict if any adjustments to the full cash value base of real property within the City, whether an increase or a reduction, will be realized in the future.

Appeals of Assessed Values. There are two types of appeals of assessed values that could adversely impact property tax revenues:

Proposition 8 Appeals. Most of the appeals that might be filed in the City would be based on Section 51 of the Revenue and Taxation Code, which requires that for each lien date the value of real property must be the lesser of its base year value annually adjusted by the inflation factor pursuant to Article XIII A of the State Constitution or its full cash value, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property or other factors causing a decline in value.

Under California law, property owners may apply for a reduction of their property tax assessment by filing a written application, in form prescribed by the State Board of

Equalization, with the appropriate county board of equalization or assessment appeals board. In most cases, the appeal is filed because the applicant believes that present market conditions (such as residential home prices) cause the property to be worth less than its current assessed value. These market-driven appeals are known as Proposition 8 appeals.

Any reduction in the assessment ultimately granted as a Proposition 8 appeal applies to the year for which application is made and during which the written application was filed. These reductions are often temporary and are adjusted back to their original values when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIII A.

Base Year Appeals. A second type of assessment appeal is called a base year appeal, where the property owners challenge the original (basis) value of their property. Appeals for reduction in the "base year" value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

No assurance can be given that property tax appeals in the future will not significantly reduce the City's property tax revenues.

Limitations on Remedies Available to Bond Owners

The ability of the City to comply with its covenants under the Property Lease may be adversely affected by actions and events outside of the control of the City, and may be adversely affected by actions taken (or not taken) by voters, property owners, taxpayers or payers of assessments, fees and charges. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS" above. Furthermore, any remedies available to the owners of the Bonds upon the occurrence of an event of default under the Property Lease or the Indenture are in many respects dependent upon judicial actions, which are often subject to discretion and delay and could prove both expensive and time consuming to obtain.

In addition to the limitations on Bondholder remedies contained in the Property Lease and the Indenture, the rights and obligations under the Bonds, the Property Lease and the Indenture may be subject to the following: the United States Bankruptcy Code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect; usual equity principles which may limit the specific enforcement under State law of certain remedies; the exercise by the United States of America of the powers delegated to it by the Federal Constitution; and the reasonable and necessary exercise, in certain exceptional situations, of the police power inherent in the sovereignty of the State of California and its governmental bodies in the interest of serving a significant and legitimate public purpose.

Bankruptcy proceedings, or the exercise of powers by the federal or state government, if initiated, could subject the owners of the Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation or modification of their rights.

Loss of Tax-Exemption

As discussed under the caption "TAX MATTERS," interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date the Bonds were issued, as a result of future acts or omissions of the Authority or the City in violation of their respective covenants in the Property Lease and the Indenture. Should such an event of taxability occur, the Bonds are not subject to special redemption and will remain outstanding until maturity or until redeemed under other provisions set forth in the Indenture.

Secondary Market for Bonds

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that any Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then-prevailing circumstances. Such prices could be substantially different from the original purchase price.

TAX MATTERS

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, provided, however, that, for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest is taken into account in determining certain income and earnings.

The opinions set forth in the preceding paragraph are subject to the condition that the Authority comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Tax Code") that must be satisfied subsequent to the issuance of the Bonds. The Authority has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of such interest in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds.

If the initial offering price to the public (excluding bond houses and brokers) at which a Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes "original issue discount" for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public (excluding bond houses and brokers) at which a Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes "original issue premium" for purposes of federal income taxes and State of California personal income taxes. *De minimis* original issue discount and original issue premium is disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the Bonds who purchase the Bonds after the initial offering of a substantial amount of such maturity. Owners of such Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering, the allowance of a deduction for any loss on a sale or other disposition, and the treatment of accrued original issue discount on such Bonds under federal individual and corporate alternative minimum taxes.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the Bond (said term being the shorter of the Bond's maturity date or its call date). The amount of original issue premium amortized each year reduces the adjusted basis of the owner of the Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a Bond is amortized each year over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized Bond premium is not deductible for federal income tax purposes. Owners of premium Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such Bonds.

Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

In the further opinion of Bond Counsel, interest on the Bonds is exempt from California personal income taxes.

Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Owners of the Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may have federal or state tax consequences other than as described above. Bond Counsel expresses no opinion regarding any federal or state tax consequences arising with respect to the Bonds other than as expressly described above.

CERTAIN LEGAL MATTERS

Jones Hall, A Professional Law Corporation, Bond Counsel, will render an opinion with respect to the validity of the Bonds, the form of which is set forth in APPENDIX E. Certain legal matters will also be passed upon for the City and the Authority by Jones Hall, as Disclosure Counsel. Certain legal matters will be passed upon for the City by the City Attorney.

LITIGATION

To the best knowledge of the City, there is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending and notice of which has been served on and received by the City or, to the knowledge of the City, threatened against or affecting the City or the assets, properties or operations of the City which, if determined adversely to the City or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Property Lease, the Site Lease or the Indenture, or upon the financial condition, assets, properties or operations of the City, and the City is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially adversely affect the consummation of the transactions contemplated by the Property Lease, the Site Lease or the Indenture, or the financial conditions, assets, properties or operations of the City, including but not limited to the payment and performance of the City's obligations under the Property Lease.

RATING

Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("**S&P**"), has assigned its municipal bond rating of "___" to the Bonds.

This rating reflects only the views of S&P, and an explanation of the significance of this rating, and any outlook assigned to or associated with this rating, should be obtained from S&P.

Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. The City has provided certain additional information and materials to the rating agency (some of which does not appear in this Official Statement).

There is no assurance that this rating will continue for any given period of time or that this rating will not be revised downward or withdrawn entirely by the rating agency, if in the judgment of the rating agency, circumstances so warrant. Any such downward revision or withdrawal of any rating on the Bonds may have an adverse effect on the market price or marketability of the Bonds.

CONTINUING DISCLOSURE

The Authority will covenant for the benefit of owners of the Bonds to provide certain financial information and operating data relating to the City (the "Annual Report") and to provide notices of the occurrence of certain listed events.

These covenants have been made in order to assist the Underwriter in complying with Securities Exchange Commission Rule 15c2-12(b)(5), as amended (the "**Rule**"). The specific nature of the information to be contained in the Annual Report or the notices of listed events is set forth in "APPENDIX C — FORM OF CONTINUING DISCLOSURE CERTIFICATE."

The Authority and the City have previously entered into undertakings under the Rule. Specific instances of non-compliance in the past five years include [TO BE UPDATED UPON RECEIPT OF CONTINUING DISCLOSURE AUDIT]

[The City has made or will make filings to correct all known instances of non-compliance during the last five years, to the extent the relevant information is available. The City believes it has established processes to ensure that in the future it will make its continuing disclosure filings as required.]

UNDERWRITING

Raymond James & Associates, Inc. (the "Underwriter"), has entered into a Bond Purchase Contract with the Authority under which it will purchase the Bonds at a purchase price of \$_____ (which is equal to the par amount of the Bonds, less an Underwriter's discount of \$_____, and less a net original issue discount of \$_____).

The Underwriter will be obligated to take and pay for all of the Bonds if any are taken. The Underwriter intends to offer the Bonds to the public at the offering prices set forth on the inside cover page of this Official Statement. After the initial public offering, the public offering price may be varied from time to time by the Underwriter.

PROFESSIONAL SERVICES

In connection with the issuance of the Bonds, fees payable to the following professionals involved in the offering are contingent upon the issuance and delivery of the Bonds: Jones Hall, A Professional Law Corporation, as Bond Counsel and Disclosure Counsel; and The Bank of New York Mellon Trust Company, N.A., as Trustee.

VERIFICATION OF MATHEMATICAL COMPUTATIONS

_____ (the "**Verification Agent**") upon delivery of the Bonds, will deliver a report on the mathematical accuracy of certain computations, contained in schedules provided to them which were prepared by the City, relating to (1) the sufficiency of the anticipated receipts from the Federal Securities deposited with the Escrow Agent to pay, when due, the principal, interest and redemption premium requirements of the Bonds, and (2) the yield on the Bonds and on the Federal Securities to be deposited with the Escrow Agent.

APPENDIX A
SUMMARY OF PRINCIPAL LEGAL DOCUMENTS

APPENDIX B
AUDITED FINANCIAL STATEMENTS
FOR FISCAL YEAR ENDING JUNE 30, 2015

APPENDIX C

FORM OF CONTINUING DISCLOSURE CERTIFICATE

CONTINUING DISCLOSURE CERTIFICATE

\$ _____
CAMPBELL JOINT PUBLIC FINANCE AUTHORITY
2016 Refunding Lease Revenue Bonds

This Continuing Disclosure Certificate (this "Disclosure Certificate") is executed and delivered by the City of Campbell (the "City") in connection with the issuance by the Campbell Joint Public Finance Authority (the "Authority") of the bonds captioned above (the "Bonds"). The Bonds are being issued under an Indenture dated as of _____, 2016 (the "Indenture"), by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"). The City hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City on behalf of itself and the Authority for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Indenture, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"*Annual Report*" means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"*Annual Report Date*" means _____ of each year.

"*Dissemination Agent*" means _____, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

"*Listed Events*" means any of the events listed in Section 5(a) of this Disclosure Certificate.

"*MSRB*" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"*Official Statement*" means the final official statement dated _____, 2016, executed by the City and the Authority in connection with the issuance of the Bonds.

"*Participating Underwriter*" means Raymond James & Associates, Inc., the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing _____, 2017, with the report for the 2015-16 fiscal year, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City shall provide (or cause the Dissemination Agent to provide) to the MSRB, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City’s Annual Report shall contain or incorporate by reference the following:

(a) Audited Financial Statements of the City prepared in accordance with Generally Accepted Accounting Principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City’s audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Unless otherwise provided in the audited financial statements filed on or prior to the Annual Report Date, the following financial information and operating data with respect to the City for the preceding fiscal year:

- (i) General Fund Budget information, in the form of Table 1 contained in the Official Statement;
- (ii) General Fund Balance Sheet information, in the form of Table 2 contained in the Official Statement;

[DISCUSS ADDITIONAL INFORMATION]

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.

- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the City or other obligated person.
- (13) The consummation of a merger, consolidation, or acquisition involving the City or an obligated person, or the sale of all or substantially all of the assets of the City or an obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Indenture.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), and (a)(14) of this Section 5 contain the qualifier "if material" and that subparagraph (a)(6) also contains the qualifier "material" with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event's occurrence is material for purposes of U.S. federal securities law. Whenever the City obtains knowledge of the occurrence of any of these Listed Events, the City will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the City will cause a notice to be filed as set forth in paragraph (b) above.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under the Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent will be _____. Any Dissemination Agent may resign by providing 30 days' written notice to the City.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Indenture for amendments to the Indenture with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative.

A notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for a Listed Event under Section 5(c).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Bond owners or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Notices. Any notice or communications to be among any of the parties to this Disclosure Certificate may be given as follows:

To the Issuer: City of Campbell
70 North First Street
Campbell, California 95008
Attention: City Manager
Fax: _____

To the Dissemination Agent
and Trustee: _____

Fax: _____

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

Section 14. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 15. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

Date: _____, 2016

CITY OF CAMPBELL

By: _____
Finance Director

AGREED AND ACCEPTED:

_____,
as Dissemination Agent

By: _____
Title: _____

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Campbell Joint Public Finance Authority

Name of Bond Issue: Campbell Joint Public Finance Authority
2016 Refunding Lease Revenue Bonds

Date of Issuance: _____, 2016

NOTICE IS HEREBY GIVEN that the Authority has not provided an Annual Report with respect to the above-named Bonds as required by the Indenture dated as of _____, 2016, between the Authority and _____. The Authority anticipates that the Annual Report will be filed by _____.

Dated: _____

ISSUER:

Campbell Joint Public Finance Authority

By: _____
Its: _____

cc: Dissemination Agent

APPENDIX D

GENERAL INFORMATION ABOUT THE CITY OF CAMPBELL AND SANTA CLARA COUNTY

The following information concerning the City and the County of Santa Clara is included only for the purpose of supplying general information regarding the area of the City. The Bonds are not a debt of the City, the County, the State or any of its political subdivisions, and neither the City, the County, the State nor any of its political subdivisions is liable therefor.

General Information

The City. The City of Campbell is located in the heart of Silicon Valley contiguous with the City of San Jose and 50 miles south of San Francisco. The City encompasses 6.7 square miles, is substantially built out, and serves a population of approximately 41,857. The City is comprised of a mix of residential office and commercial retail businesses. The City is also home to a number of community festivals and celebrations throughout the year, and it prides itself on fostering a "small town" feel despite being located in the midst of a major metropolitan region. The City's central geographic setting within Silicon Valley makes it a desirable place to live and work.

The County. Santa Clara County (the "**County**") covers an area of over 1,300 square miles and is located south of the San Francisco Bay in northern California. There are two distinct valleys in the County, which are referred to as North County and South County. South County has more of an agricultural base and is comprised of only two cities, twenty miles apart from each other. As a contrast, North County is densely populated, heavily industrialized and extensively urbanized. This part of the County is comprised of 13 cities, each adjacent to another. Due to its high concentration of high-technology industries, the northwestern portion of North County is commonly referred to as "Silicon Valley". Several small lakes and reservoirs are scattered across the County and the highest peak can be found in San José at Mount Hamilton with an elevation of 4,213 feet. Several major highways serve the County, including Highway 101 providing access to San Francisco and Los Angeles.

Population

Population figures for the City, the County and the State for the last five years are shown in the following table.

**CITY OF CAMPBELL AND SANTA CLARA COUNTY
Population Estimates
Calendar Years 2011 through 2015**

<u>Calendar Year</u>	<u>City of Campbell</u>	<u>Santa Clara County</u>	<u>State of California</u>
2011	39,610	1,794,337	37,427,946
2012	39,820	1,813,696	37,668,804
2013	40,373	1,840,895	37,966,471
2014	41,871	1,868,038	38,357,121
2015	41,857	1,889,638	38,714,725

Source: State Department of Finance estimates (as of January 1, 2015)

Employment and Industry

The District is included in the San Jose-Sunnyvale-Santa Clara Metropolitan Statistical Area ("MSA"), which includes all of Santa Clara County. The unemployment rate in the MSA was 3.9 percent in February 2016, unchanged from a revised 3.9 percent in January 2016, and below the year-ago estimate of 4.6 percent. This compares with an unadjusted unemployment rate of 5.7 percent for California and 5.2 percent for the nation during the same period. The unemployment rate was 7.7 percent in San Benito County, and 3.8 percent in the County.

Set forth below is data from calendar years 2011 to 2015 reflecting the County's civilian labor force, employment and unemployment. These figures are county-wide statistics and may not necessarily accurately reflect employment trends in the District.

SAN JOSE SUNNYVALE SANTA CLARA MSA
(San Benito And Santa Clara Counties)
Annual Average Civilian Labor Force, Employment and Unemployment,
Employment by Industry
Calendar Years 2011 through 2015
(March 2015 Benchmark)

	2011	2012	2013	2014	2015
Civilian Labor Force ⁽¹⁾	917,800	937,000	949,800	995,000	1,048,200
Employment	826,300	856,600	883,700	943,800	1,003,600
Unemployment	91,500	80,400	66,100	51,800	44,600
Unemployment Rate	10.0%	8.6%	7.0%	5.2%	4.3%
Wage and Salary Employment: ⁽²⁾					
Agriculture	5,000	4,900	5,000	5,300	5,400
Mining and Logging	200	200	300	300	200
Construction	31,600	34,600	37,500	39,400	43,200
Manufacturing	155,200	155,900	156,000	158,700	161,600
Wholesale Trade	33,900	34,900	36,500	36,500	36,400
Retail Trade	81,800	84,100	85,100	86,400	87,500
Transportation, Warehousing, Utilities	12,100	12,900	14,000	14,900	15,100
Information	51,300	54,200	58,700	66,300	74,800
Finance and Insurance	19,400	20,400	20,600	21,300	22,000
Real Estate and Rental and Leasing	13,000	12,900	12,900	13,300	13,400
Professional and Business Services	167,300	178,700	191,200	203,000	216,000
Educational and Health Services	125,800	133,700	144,500	150,000	156,700
Leisure and Hospitality	77,400	82,500	87,300	91,900	95,700
Other Services	24,600	24,700	25,400	26,400	27,100
Federal Government	10,100	9,800	9,900	9,900	9,900
State Government	6,400	6,400	6,300	6,400	6,600
Local Government	76,100	75,200	75,700	77,100	76,200
Total all Industries ⁽³⁾	891,000	926,000	966,800	1,007,000	1,048,200

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(3) Totals may not add due to rounding.

Source: State of California Employment Development Department.

The following table lists the major employers within the County, as of March 2015.

**SANTA CLARA COUNTY
Major Employers
As of March 2015**

<u>Employer Name</u>	<u>Location</u>	<u>Industry</u>
Adobe Systems Inc	San Jose	Publishers-Computer Software (mfrs)
Advanced Micro Devices Inc	Sunnyvale	Semiconductor Devices (mfrs)
Apple Inc	Cupertino	Computers-Electronic-Manufacturers
Applied Materials Inc	Santa Clara	Semiconductor Manufacturing Equip (mfrs)
Bon Appetit-Cafe Adobe	San Jose	Restaurant Management
California's Great America	Santa Clara	Amusement & Theme Parks
Christopher Ranch LLC	Gilroy	Garlic (mfrs)
Cisco Systems Inc	San Jose	Computer Peripherals (mfrs)
E Bay Inc	San Jose	E-Commerce
Flextronics	Milpitas	Solar Energy Equipment-Manufacturers
General Motors Advanced Tech	Palo Alto	Automobile-Manufacturers
Hewlett-Packard	Palo Alto	Computers-Electronic-Manufacturers
Intel Corp	Santa Clara	Semiconductor Devices (mfrs)
Kaiser Permanente Med Ctr-Sn	San Jose	Hospitals
Kaiser Permanente Medical Ctr	San Jose	Hospitals
Lockheed Martin Space Systems	Sunnyvale	Satellite Equipment & Systems-Mfrs
Microsoft Corp	Mountain View	Computer Software-Manufacturers
NASA	Mountain View	Government Offices-US
Net App Inc	Sunnyvale	Computer Storage Devices (mfrs)
Philips Lumileds Lighting Co	San Jose	Lighting Fixtures-Supplies & Parts-Mfrs
Santa Clara Valley Medical Ctr	San Jose	Hospitals
SAP Center	San Jose	Stadiums Arenas & Athletic Fields
Stanford University Sch Mdcn	Stanford	Schools-Medical
Texas Instruments Inc	Santa Clara	Semiconductor Devices (mfrs)
VA Medical Ctr-Palo Alto	Palo Alto	Hospitals

Source: State of California Employment Development Department, extracted from The America's Labor Market Information System (ALMIS) Employer Database.

A summary of historic taxable sales within the City during the past five years in which data is available is shown in the following table. Total taxable sales during the first three quarters of calendar year 2014 in the City were reported to be \$678,629,000, a 3.42% increase over the total taxable sales of \$656,166,000 reported during the first three quarters of calendar year 2013. Figures for calendar year 2014 and 2015 are not yet available.

CITY OF CAMPBELL
Taxable Retail Sales
Number of Permits and Valuation of Taxable Transactions
(Dollars in Thousands)

	<u>Retail Stores</u>		<u>Total All Outlets</u>	
	<u>Number of Permits</u>	<u>Taxable Transactions</u>	<u>Number of Permits</u>	<u>Taxable Transactions</u>
2009	899	\$550,727	1,670	\$709,543
2010	911	568,773	1,663	703,288
2011	870	632,091	1,593	789,366
2012	906	674,188	1,597	833,225
2013	944	713,441	1,634	883,015

Source: State Board of Equalization.

A summary of historic taxable sales within the County during the past five years in which data is available is shown in the following table. Total taxable sales during the first three quarters of calendar year 2014 in the County were reported to be \$28,768,310,000, a 5.22% increase over the total taxable sales of \$27,339,434,000 reported during the first three quarters of calendar year 2013. Figures for calendar year 2014 and 2015 are not yet available.

COUNTY OF SANTA CLARA
Taxable Retail Sales
Number of Permits and Valuation of Taxable Transactions
(Dollars in Thousands)

	<u>Retail Stores</u>		<u>Total All Outlets</u>	
	<u>Number of Permits</u>	<u>Taxable Transactions</u>	<u>Number of Permits</u>	<u>Taxable Transactions</u>
2009	26,695	\$16,385,238	43,396	\$27,427,709
2010	27,215	17,695,858	43,583	30,523,322
2011	27,252	19,419,542	43,390	33,431,217
2012	28,109	21,116,708	43,980	36,220,445
2013	29,535	22,424,642	45,310	37,621,606

Source: State Board of Equalization.

Median Effective Buying Income

“Effective Buying Income” is defined as personal income less personal tax and nontax payments, a number often referred to as “disposable” or “after-tax” income. Personal income is the aggregate of wages and salaries, other labor-related income (such as employer contributions to private pension funds), proprietor’s income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), nontax payments (fines, fees, penalties, etc.) and personal contributions to social insurance. According to U.S. government definitions, the resultant figure is commonly known as “disposable personal income.”

The following table summarizes the total effective buying income for the City of Campbell, County of Santa Clara, the State and the United States for the period 2010 through 2014.

CITY OF CAMPBELL AND SANTA CLARA COUNTY EFFECTIVE BUYING INCOME 2010 through 2014

<u>Year</u>	<u>Area</u>	<u>Total Effective Buying Income (000's Omitted)</u>	<u>Median Household Effective Buying Income</u>
2010	City of Campbell	\$1,224,646	\$62,192
	Santa Clara County	53,692,143	68,047
	California	801,393,028	47,177
	United States	6,365,020,076	41,368
2011	City of Campbell	\$1,237,590	62,671
	Santa Clara County	54,491,135	67,801
	California	814,578,458	47,062
	United States	6,438,704,664	41,253
2012	City of Campbell	\$1,369,650	\$62,657
	Santa Clara County	61,464,868	68,852
	California	864,088,828	47,307
	United States	6,737,867,730	41,358
2013	City of Campbell	\$1,445,878	\$65,400
	Santa Clara County	61,802,913	70,595
	California	858,676,636	48,340
	United States	6,982,757,379	43,715
2014	City of Campbell	\$1,593,883	\$70,644
	Santa Clara County	66,130,110	75,008
	California	901,189,699	50,072
	United States	7,357,153,421	45,448

Source: The Nielsen Company (US), Inc.

Building Activity

The table below summarizes building activity in the City and the County from calendar years 2010 through 2014. Annual figures are not yet available for calendar year 2015.

CITY OF CAMPBELL Building Permit Valuation For Calendar Years 2010 through 2014 (Dollars in Thousands)

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
<u>Permit Valuation</u>					
New Single-family	\$2,753.6	\$5,487.0	\$5,230.1	\$11,473.0	\$12,229.5
New Multi-family	0.0	4,288.4	2,188.2	13,370.4	391.4
Res. Alterations/Additions	<u>4,717.4</u>	<u>7,641.9</u>	<u>2,193.8</u>	<u>2,749.0</u>	<u>8,439.6</u>
Total Residential	7,471.0	17,417.3	9,612.1	27,592.4	21,060.5
New Commercial	0.0	0.0	430.0	2,067.5	100.0
New Industrial	0.0	0.0	0.0	0.0	0.0
New Other	301.8	0.0	0.0	304.0	4,455.4
Com Alterations/Additions	<u>11,657.2</u>	<u>8,130.2</u>	<u>3,248.6</u>	<u>1,590.2</u>	<u>7,474.8</u>
Total Nonresidential	11,959.0	8,130.2	3,678.6	3,961.7	12,030.2
<u>New Dwelling Units</u>					
Single Family	8	24	20	51	40
Multiple Family	<u>0</u>	<u>24</u>	<u>12</u>	<u>26</u>	<u>4</u>
TOTAL	8	48	32	77	44

Source: Construction Industry Research Board, Building Permit Summary

COUNTY OF SANTA CLARA Building Permit Valuation For Calendar Years 2010 through 2014 (Dollars in Thousands)

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
<u>Permit Valuation</u>					
New Single-family	\$307,367.4	\$366,126.4	\$678,168.8	\$694,884.6	\$594,472.7
New Multi-family	457,923.9	315,853.0	558,544.1	941,420.4	1,196,127.8
Res. Alterations/Additions	<u>320,582.9</u>	<u>392,229.1</u>	<u>288,105.1</u>	<u>423,739.6</u>	<u>439,747.1</u>
Total Residential	1,085,874.3	1,074,208.5	1,524,818.0	2,060,044.6	2,230,347.6
New Commercial	267,010.0	228,074.5	745,468.8	1,217,647.4	818,913.3
New Industrial	33,862.0	68,701.3	22,481.5	72,222.0	10,172.2
New Other	119,682.9	47,728.5	19,197.3	1,749,161.2	292,113.9
Com Alterations/Additions	<u>735,059.6</u>	<u>1,122,235.2</u>	<u>1,115,633.3</u>	<u>1,293,656.1</u>	<u>1,534,213.1</u>
Total Nonresidential	1,155,614.6	1,466,739.5	1,902,780.9	4,332,686.7	2,655,412.5
<u>New Dwelling Units</u>					
Single Family	826	978	1,432	1,859	1,602
Multiple Family	<u>3,627</u>	<u>2,234</u>	<u>4,245</u>	<u>6,009</u>	<u>8,310</u>
TOTAL	4,453	3,212	5,677	7,868	9,912

Source: Construction Industry Research Board, Building Permit Summary.

APPENDIX E
FORM OF OPINION OF BOND COUNSEL

APPENDIX F

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company ("DTC"), the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, interest and other payments on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the issuer of the Bonds (the "Issuer") nor the trustee, fiscal agent or paying agent appointed with respect to the Bonds (the "Agent") take any responsibility for the information contained in this Appendix.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is

a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

Quint & Thimmig LLP

05/17/16

\$ _____
CAMPBELL JOINT PUBLIC FINANCE AUTHORITY
2016 Refunding Lease Revenue Bonds

BOND PURCHASE AGREEMENT

July __, 2016

Campbell Joint Public Finance Authority
 70 North First Street
 Campbell, California 95008

City of Campbell
 70 North First Street
 Campbell, California 95008

Ladies and Gentlemen:

Raymond James & Associates, Inc. (the "Underwriter") hereby offers to enter into this bond purchase agreement (the "Bond Purchase Agreement") with the Campbell Joint Public Finance Authority (the "Authority") and the City of Campbell (the "City"). Upon the acceptance hereof by the Authority and the City, this offer will be binding upon the Authority, the City and the Underwriter. This offer is made subject to (a) the written acceptance hereof by the Authority and the City and (b) withdrawal by the Underwriter upon written notice (by telecopy or otherwise) delivered to the Authority and the City at any time prior to each of their acceptance hereof by the Authority and the City.

1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase on the Closing Date (as defined herein), and the Authority and the City hereby agree to sell and deliver to the Underwriter on the Closing Date, \$_____ aggregate principal amount of Campbell Joint Public Finance Authority 2016 Refunding Lease Revenue Bonds (the "Bonds"). The Bonds are being issued pursuant to Article 4, Chapter 5, Division 7, Title 1 of the California Government Code (the "Marks-Roos Act"), a resolution of the Authority authorizing the issuance of the Bonds, adopted on _____, 2016 (the "Authority Resolution"), and an Indenture, dated as of August 1, 2016 (the "Indenture"), by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"). The City will lease certain real property and all buildings and other improvements installed thereon (collectively, the "Leased Property") to the Authority pursuant to a Site Lease, dated as of August 1, 2016 (the "Site Lease"). The Leased Property will be leased by the Authority to the City pursuant to the Lease Agreement, dated as of August 1, 2016 (the "Lease Agreement"), by and between the Authority and the City. Pursuant to an Assignment Agreement, dated as of August 1, 2016 (the "Assignment Agreement"), by and between the Authority and the Trustee, the Authority will assign, for the benefit of the owners of the Bonds, its right to receive lease payments (the "Lease

Payments”) made by the City under the Lease Agreement and its right to exercise rights and remedies of the Authority under the lease Agreement. All capitalized terms not defined herein shall have the respective meaning specified in Section 1.01 of the Indenture.

Under the Lease Agreement, the City is required to make Lease Payments and Additional Payments from legally available funds in amounts calculated to be sufficient to pay principal of and interest on the Bonds when due. All of the Authority’s right, title and interest in and to the Lease Agreement (except for the right to receive Additional Payments to the extent payable to the Authority and certain rights to indemnification), including the right to receive Lease Payments under the Lease Agreement, are assigned to the Trustee for the benefit of the Owners of the Bonds.

The Bonds are being issued to (a) prepay (i) a portion of the outstanding City of Campbell 1997 Refunding Certificates of Participation (Civic Center Project) (the “1997 Certificates”), and (ii) a portion of the outstanding City of Campbell 2002 Refunding Certificates of Participation (Civic Center Project) (the “2002 Certificates”), and (b) pay costs of issuance of the Bonds.

Concurrently with the issuance of the Bonds, the City of Campbell Successor Agency (the “Successor Agency”) has issued its City of Campbell Successor Agency 2016 Tax Allocation Refunding Bonds (the “2016 TABs”), in order to refinance (i) certain of its outstanding bonds (the “Prior TABs”) and (ii) an obligation to repay an advance (the “Successor Agency Repayment Obligation”) made by the City to the Successor Agency with respect to the 1997 Certificates and the 2002 Certificates. The Successor Agency Repayment Obligation only includes a portion of the 1997 Certificates and the 2002 Certificates. The City expects to prepay the portion of the outstanding 1997 Certificates and the portion of the outstanding 2002 Certificates which are not included in the Successor Agency Repayment Obligation, and are not being refunded through the issuance of the 2016 TABs (but not including the capital appreciation 2002 Certificates, which are not subject to prepayment prior to maturity), with proceeds of the Bonds.

The aggregate purchase price to be paid by the Underwriter for the Bonds is hereby agreed to be \$_____, which amount represents the principal amount of the Bonds of \$_____, less \$_____, representing the Underwriter’s discount, plus \$_____, representing net original issue premium (such payment and delivery of the Bonds and the other actions contemplated hereby to take place at the time of such payment and delivery being herein sometimes called the “Closing”).

The Authority and the City acknowledge and agree that (i) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm’s-length commercial transaction between the Authority and the City and the Underwriter; (ii) in connection with such transaction, including the process leading thereto, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the Authority or the City; (iii) the Underwriter has neither assumed an advisory or fiduciary responsibility in favor of the Authority or the City with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Authority or the City on other matters) nor has it assumed any other obligation to the Authority and the City except the obligations expressly set forth in this Bond Purchase Agreement, (iv) the Underwriter has financial and other interests that differ from those of the Authority and the City; and (v) the Authority and the City have consulted with their own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

The Authority and the City hereby acknowledge receipt from the Underwriter of disclosures required by the Municipal Securities Rulemaking Board (“MSRB”) Rule G-17 (as set

forth in MSRB Notice 2012-25 (May 7, 2012), relating to disclosures concerning the Underwriter's role in the transaction, disclosures concerning the Underwriter's compensation, conflict disclosures, if any, and disclosures concerning complex municipal securities financing, if any.

A Preliminary Official Statement of the City and the Authority, dated July __, 2016 (together with the Appendices thereto, any documents incorporated therein by reference and any supplements or amendments thereto and as disseminated in its printed physical form or in electronic form in all respects materially consistent with such physical form, the "Preliminary Official Statement"), has been prepared for use in marketing the Bonds, and a final Official Statement of the Authority, to be dated the date hereof, as amended to conform to the terms of this Purchase Contract, and with such changes and amendments as are mutually agreed to by the Authority, the City and the Underwriter, including the cover page, inside cover page, the appendices and all information incorporated therein by reference, is herein collectively referred to as the "Official Statement," which shall be in substantially the form of the Preliminary Official Statement, with such changes and amendments thereto as may be mutually agreed upon by the Underwriter, the Authority and the City.

The Bonds shall be dated their date of delivery, and shall have the maturities, bear interest at the rates, have reoffering yields, and be subject to mandatory sinking fund redemption as shown on Exhibit A hereto.

It shall be a condition to the Authority's obligation to sell and to deliver the Bonds to the Underwriter and to the obligation of the Underwriter to purchase, to accept delivery of and to pay for the Bonds that the entire \$_____ aggregate principal amount of the Bonds as authorized by the Indenture shall be sold and delivered by the Authority and accepted and paid for by the Underwriter at the Closing. The Underwriter may change the offering prices (or yields) of the Bonds from time to time at any time. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices. The obligation of the Authority to sell and deliver the Bonds to the Underwriter shall also be conditioned upon the delivery by Jones Hall, A Professional Law Corporation, Bond Counsel ("Bond Counsel"), of its approving legal opinion with respect to the Bonds.

The Authority and the City hereby authorize the Underwriter to use and distribute the Site Lease, the Lease Agreement, the Assignment Agreement, the Indenture, the Escrow Deposit and Trust Agreement, by and among the Successor Agency, the Authority, the City and U.S. Bank National Association, as escrow bank (the "Escrow Bank"), relating to the prepayment of the 1997 Certificates, of the prepayment of the callable 2002 Certificates, of the Successor Agency Repayment Obligation and of the Prior TABs (the "Escrow Agreement"), and the Official Statement and the information contained in such documents in connection with the public offering and sale of the Bonds. The Authority and the City have authorized the use of the Preliminary Official Statement in connection with the public offering of the Bonds by the Underwriter prior to the date hereof.

The obligation of the City to make Lease Payments under the Lease Agreement does not constitute an obligation of the City for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation. Neither the Bonds nor the obligation of the City to make Lease Payments under the Lease Agreement constitutes a debt of the Authority, the City, the State of California or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction. The obligation of the City to make Lease Payments, as set forth in the Lease Agreement, shall be deemed to be and shall be construed to be a ministerial duty imposed by law and it shall be the ministerial duty of each and every public official of the City to take such actions and do such things as are

required by law in the performance of such duty, subject to abatement in the event of damage or destruction to, or condemnation of, the Leased Property or a portion thereof.

2. The Bonds. The Bonds will be issued, executed and delivered pursuant to the Indenture. The City Council of the City has adopted a resolution on _____, 2016, relating to the Bonds (the "City Resolution"). This Bond Purchase Agreement, the Site Lease, the Lease Agreement, the Escrow Agreement and the Continuing Disclosure Certificate (hereinafter defined) are collectively referred to as the "City Documents." This Bond Purchase Agreement, the Site Lease, the Lease Agreement, the Assignment Agreement and the Escrow Agreement are collectively referred to as the "Authority Documents."

3. Official Statement, Continuing Disclosure.

(a) The Authority and the City represent that they have deemed the Preliminary Official Statement to be final as of its date, except for either revisions or additions to the offering price(s), interest rate(s), yield(s) to maturity, selling compensation, aggregate principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule").

(b) The Underwriter agrees that, prior to the time the final Official Statement is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail (or other equally prompt means) not later than the second business day following the date upon which each such request is received.

(c) The Authority agrees to deliver to the Underwriter, at such addresses as the Underwriter shall specify, as many copies of the final Official Statement relating to the Bonds as the Underwriter shall reasonably request as necessary to comply with paragraph (b)(4) of the Rule and with Rule G-32, Rule G-36 and all other applicable rules of the Municipal Securities Rulemaking Board. The Authority agrees to deliver such Official Statements within seven business days after the execution hereof. The Underwriter agrees to give notice to the Authority on the date after which the Underwriter shall no longer be obligated to deliver Official Statements pursuant to paragraph (b)(4) of the Rule, which date shall be no earlier than 25 days after the "end of the underwriting period," as determined in accordance with Section 13 herein.

(d) Prior to the earlier of (i) receipt of notice from the Underwriter that no participating underwriter, as such term is defined in the Rule, remains obligated to deliver Official Statements pursuant to paragraph (b)(4) of the Rule or (ii) 25 days after the date of the Closing (as defined below), the Authority and the City shall provide the Underwriter with such information regarding the Authority and the City, each of their current financial conditions and ongoing operations as the Underwriter may reasonably request.

(e) The City hereby covenants and agrees that it will, on or prior to the Closing Date, enter into an agreement or contract for the benefit of the owners of the Bonds in which the City will undertake to provide financial information, operating data and notices of material events as required by paragraph (d)(2)(ii) of the Rule substantially in the form of Appendix D to the Official Statement (the "Continuing Disclosure Certificate").

4. Representations, Warranties and Agreements of the City. The City represents, warrants and agrees as follows:

(a) The City is a municipal corporation and general law city duly organized and validly existing under its charter and the Constitution and laws of the State of California.

(b) The City has full legal right, power and authority (i) to enter into, execute and deliver the City Documents; and (ii) to carry out and consummate the transactions on its part contemplated by the City Documents and the Official Statement.

(c) By all necessary official action, the City has duly authorized and approved the City Documents, has duly authorized and approved the Preliminary Official Statement and the Official Statement and approved the distribution thereof (including in electronic form), has duly authorized and approved the execution and delivery of, and the performance by the City of the obligations in connection with the execution and delivery of the Bonds on its part contained in the City Documents, and the consummation by it of all other transactions contemplated by the City Documents in connection with the execution and delivery of the Bonds, all pursuant to the City Resolution adopted at a meeting duly called and held in accordance with the requirements of all applicable laws and at which a quorum of the members of the City Council was continuously present. The City Resolution has not been modified, amended or rescinded since the date of its adoption.

(d) The City is not in any material respect in breach of or default under any applicable constitutional provision, law or administrative regulation of the State of California or of the United States, or any agency or instrumentality of either, or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement (including, without limitation, the City Documents) or other instrument to which the City is a party which breach or default has or may have an adverse effect on the ability of the City to perform its obligations under the City Documents, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any such instrument; and the execution and delivery of the Bonds and the City Documents, and compliance with the provisions on the City's part contained therein, will not conflict in any material way with or constitute a material breach of or a material default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the City or under the terms of any such law, regulation or instrument, except as provided by the Bonds and the City Documents.

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization by, or which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by, the City of its obligations in connection with the execution and delivery of the Bonds under the City Documents or the consummation by it of all other transactions contemplated by the City Documents have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds; except as described in or contemplated by the Official Statement, all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, board, agency or commission having jurisdiction of the matter which are required for the due authorization by, or which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by, the City of its obligations under the City Documents have been duly obtained.

(f) There is no action, suit, proceeding, inquiry or investigation, notice of which has been duly served on the City, at law or in equity before or by any court, government agency, public board or body, pending or to the best knowledge of the officer of the City executing this Bond Purchase Agreement, threatened against the City, affecting the existence of the City or the titles

of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, execution or delivery of the Bonds pursuant to the Indenture, or contesting or affecting as to the City the validity or enforceability of the Bonds or the City Documents, or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the powers of the City to cause the execution and delivery of the Bonds, or the execution and delivery or adoption by the City of the City Documents, or in any way contesting or challenging the consummation of the transactions contemplated hereby or thereby; nor, to the best knowledge of the City, is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity of the Bonds or the authorization, execution, delivery or performance by the City of the City Documents.

(g) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order (i) to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds; provided, however, that the City shall not be required to execute a general or special consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction, and the Underwriter shall bear all costs in connection with the foregoing.

(h) As of the date thereof, the Preliminary Official Statement did not, except for the omission of certain information permitted to be omitted in accordance with the Rule, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) At the time of the City's acceptance hereof, and (unless an event occurs of the nature described in paragraph (k) of this Section 4) at all times subsequent thereto up to and including the Closing Date, the Official Statement (other than information therein provided by the Underwriter) did not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(j) If the Official Statement is supplemented or amended pursuant to paragraph (k) of this Section 4, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto up to and including the Closing Date, the Official Statement (other than information therein provided by the Underwriter) as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) If between the date of this Bond Purchase Agreement and that date which is 25 days after the end of the underwriting period (as determined in accordance with Section 13 hereof) any event of which the officer of the City executing this Bond Purchase Agreement has knowledge shall occur affecting the City which might adversely affect the marketability of the Bonds or the market prices thereof, or which might cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the City shall notify the Underwriter thereof, and if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City will at its expense prepare and

furnish to the Underwriter a reasonable number of copies of such supplement to, or amendment of, the Official Statement in a form and in a manner approved by the Underwriter.

(l) Any certificate signed by any officer of the City and delivered to the Underwriter pursuant to the City Documents or any document contemplated thereby or required for the valid execution and delivery of the Bonds shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein.

(m) The City will cause the proceeds from the sale of the Bonds to be paid to the Trustee for the purposes specified in the Indenture and the Official Statement. So long as any of the Bonds are outstanding and except as may be authorized by the Indenture, the City will not issue or sell, or cause to be issued or sold, any Bonds or other obligations, other than the Bonds delivered thereunder, the interest on and premium, if any, or principal of which will be payable from Lease Payments.

(n) The City shall honor all other covenants on its part contained in the Lease Agreement which are incorporated herein and made a part of this Bond Purchase Agreement.

5. Representations, Warranties and Agreements of the Authority. The Authority represents, warrants and agrees as follows:

(a) The Authority is a joint exercise of powers entity duly organized and validly existing under the laws of the State of California pursuant to a Joint Exercise of Powers Agreement between the City and the Campbell Industrial Development Authority, dated _____, 2016 (the "JPA Agreement").

(b) The Authority has full legal right, power and authority (i) to enter into, execute and deliver the Authority Documents and to sell and deliver the Bonds to the Underwriter as provided herein; and (ii) to carry out and consummate the transactions on its part contemplated by the Authority Documents and the Official Statement.

(c) By all necessary official action, the Authority has duly authorized and approved the issuance of the Bonds and the Authority Documents, has duly authorized and approved the Preliminary Official Statement and the Official Statement and approved the distribution thereof (including in electronic form), has duly authorized and approved the execution and delivery of, and the performance by the Authority of the obligations in connection with the execution and delivery of the Bonds on its part contained in the Bonds and the Authority Documents, and the consummation by it of all other transactions contemplated by the Authority Documents in connection with the execution and delivery of the Bonds, all pursuant to the Authority Resolution adopted at a meeting duly called and held in accordance with the requirements of all applicable laws and at which a quorum of the board members of the Authority was continuously present. The Authority Resolution has not been modified, amended or rescinded since the date of its adoption and each Authority Document is the valid and binding obligation of the Authority.

(d) The Authority is not in any material respect in breach of or default under any applicable constitutional provision, law or administrative regulation of the State of California or of the United States, or any agency or instrumentality of either, or any applicable judgment or decree, or the JPA Agreement, or any loan agreement, indenture, bond, note, resolution, agreement (including, without limitation, the Authority Documents) or other instrument to which the Authority is a party which breach or default has or may have an adverse effect on the ability of the Authority to perform its obligations under the Bonds or the Authority Documents, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any such instrument;

and the execution and delivery of the Bonds and the Authority Documents, and compliance with the provisions on the Authority's part contained therein, will not conflict in any material way with or constitute a material breach of or a material default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, Bond, note, resolution, agreement or other instrument to which the Authority is a party nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Authority or under the terms of any such law, regulation or instrument, except as provided by the Bonds and the Authority Documents.

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization by, or which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by, the Authority of its obligations in connection with the execution and delivery of the Bonds under the Authority Documents or the consummation by it of all other transactions contemplated by the Authority Documents, including all filings with the California Secretary of State, have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds; except as described in or contemplated by the Official Statement, all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, board, agency or commission having jurisdiction of the matter which are required for the due authorization by, or which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by, the Authority of its obligations under the Bonds and the Authority Documents have been duly obtained.

(f) The Bonds, when executed, issued, authenticated and delivered in accordance with the Indenture, and sold to the Underwriter as provided herein, will be validly executed and outstanding obligations, entitled to the benefits of the Indenture, and upon such execution and delivery, the Indenture will provide, for the benefit of the Owners from time to time of the Bonds, the legally valid and binding security interest it purports to create.

(g) There is no action, suit, proceeding, inquiry or investigation, notice of which has been duly served on the Authority, at law or in equity before or by any court, government agency, public board or body, pending or to the best knowledge of the officer of the Authority executing this Bond Purchase Agreement, threatened against the Authority, affecting the existence of the Authority or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance, execution or delivery of the Bonds pursuant to the Indenture, or contesting or affecting as to the Authority the validity or enforceability of the Bonds or the Authority Documents, or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the powers of the Authority to cause the execution and delivery of the Bonds, or the execution and delivery or adoption by the Authority of the Authority Documents, or in any way contesting or challenging the consummation of the transactions contemplated hereby or thereby; nor, to the best knowledge of the Authority, is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity of the Bonds or the authorization, execution, delivery or performance by the Authority of the Bonds or the Authority Documents.

(h) The Authority will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order (i) to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and (ii) to determine the eligibility of the Bonds for investment under the laws of such

states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds; provided, however, that the Authority shall not be required to execute a general or special consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction, and the Underwriter shall bear all costs in connection with the foregoing.

(i) As of the date thereof, the Preliminary Official Statement did not, except for the omission of certain information permitted to be omitted in accordance with the Rule, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(j) At the time of the Authority's acceptance hereof, and (unless an event occurs of the nature described in paragraph (l) of this Section 5) at all times subsequent thereto up to and including the Closing Date, the Official Statement (other than information therein provided by the Underwriter) did not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) If the Official Statement is supplemented or amended pursuant to paragraph (l) of this Section 5, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto up to and including the Closing Date, the Official Statement (other than information therein provided by the Underwriter) as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(l) If between the date of this Bond Purchase Agreement and that date which is 25 days after the end of the underwriting period (as determined in accordance with Section 13 hereof) any event of which the officer of the Authority executing this Bond Purchase Agreement has knowledge shall occur affecting the Authority which might adversely affect the marketability of the Bonds or the market prices thereof, or which might cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Authority shall notify the Underwriter thereof, and if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Authority will at its expense prepare and furnish to the Underwriter a reasonable number of copies of such supplement to, or amendment of, the Official Statement in a form and in a manner approved by the Underwriter.

(m) Any certificate signed by any officer of the Authority and delivered to the Underwriter pursuant to the Authority Documents or any document contemplated thereby or required for the valid execution and delivery of the Bonds shall be deemed a representation and warranty by the Authority to the Underwriter as to the statements made therein.

(n) The Authority will cause the proceeds from the sale of the Bonds to be paid to the Trustee for the purposes specified in the Indenture and the Official Statement. So long as any of the Bonds are outstanding and except as may be authorized by the Indenture, the Authority will not issue or sell any Bonds or other obligations, other than the Bonds delivered thereunder, the interest on and premium, if any, or principal of which will be payable from the Revenues.

(o) The Authority shall honor all other covenants on its part contained in the Indenture and the Lease Agreement which are incorporated herein and made a part of this Bond Purchase Agreement.

6. Closing. At 8:00 A.M., California time, on August __, 2016, or on such other date time, as may be mutually agreed upon by the Authority, the City and the Underwriter (the "Closing Date"), the Authority will, subject to the terms and conditions hereof, deliver to the Underwriter, at the offices of The Depository Trust Company ("DTC"), or at such other place as the Authority, the City and the Underwriter may mutually agree, the Bonds in definitive, fully registered form (one Bond for each maturity), duly executed and registered in the name of Cede & Co. as nominee of DTC; and, subject to the terms and conditions hereof, the Underwriter shall wire to the Trustee Federal Reserve Bank Funds in the amount of the purchase price of the Bonds.

7. Closing Conditions. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations and warranties of the Authority and the City contained herein, and in reliance upon the representations and warranties to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Authority and the City of its obligations hereunder, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligations under this Bond Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Authority and the City of their respective obligations to be performed hereunder and under such documents and instruments at or prior to the Closing Date, shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the statements the officers and other officials of the Authority and of the City, as the Underwriter, authorized representatives of Bond Counsel, the Trustee, and the City Attorney made in any certification or other documents furnished pursuant to the provisions hereof, and shall also be subject to the following additional conditions:

(a) The respective representations and warranties of the Authority and the City contained herein shall be true, complete and correct on the date hereof and on and as of the Closing Date, as if made on the Closing Date;

(b) At the time of Closing, the City Documents and the Authority Documents shall be in full force and effect in accordance with their terms and shall not have been amended, modified or supplemented and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Underwriter;

(c) All necessary official action of the Authority, the City and of the other parties thereto relating to the City Documents and the Authority Documents shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect;

(d) Subsequent to the date hereof, there shall not have occurred any change in or affecting particularly the Authority, the City or the Bonds, as the foregoing is described in the Official Statement, which in the reasonable opinion of the Underwriter materially impairs the investment quality of the Bonds; and

(e) At or prior to the Closing Date, the Underwriter shall have received copies of each of the following documents:

(i) The Official Statement and each supplement or amendment, if any, thereto, executed by authorized officers of the Authority and the City;

(ii) A copy of the Indenture, executed by the parties thereto;

(iii) A copy of the Lease Agreement, executed by the parties thereto;

- (iv) A copy of the Site Lease, executed by the parties thereto;
- (vi) A copy of the Escrow Agreement, executed by the parties thereto;
- (vii) A copy of the Continuing Disclosure Certificate, executed by the City;
- (viii) A certified copy of the JPA Agreement;
- (ix) A certificate or certificates of the City, dated the Closing Date, to the effect that:

(A) the representations and warranties of the City contained herein are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date and the City has complied with all of the terms and conditions of this Purchase Agreement required to be complied with by the City at or prior to the Closing Date;

(B) none of the proceedings or authority for (i) the authorization, sale, execution and delivery of the Bonds, (ii) the adoption of the City Resolution, or (iii) the execution and delivery of the City Documents and performance of its obligations thereunder, has been repealed, modified, amended, revoked or rescinded;

(C) subsequent to June 30, 2015, and prior to Closing, there have been no material adverse changes in the financial position of the City;

(D) no event affecting the City has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purposes for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect;

(E) the information and statements contained in the Official Statement (other than information relating to The Depository Trust Company and its book-entry system) do not contain an untrue statement of a material fact required to be stated therein or necessary to make such statements therein, in the light of the circumstances under which they were made, not misleading in any material respect;

(F) to the best of its knowledge after reasonable investigation, the City is not in breach of or default under any applicable law or administrative regulation of the State of California or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement (including but not limited to the Lease Agreement) or other instrument to which the City is a party or is otherwise subject, which would have a material adverse impact on the City's ability to perform its obligations under the City Documents, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument; and

(G) No consent is required for the inclusion of the City's 2014-15 audited financial statements in the Official Statement.

(x) A certificate or certificates of the Authority, dated the Closing Date, to the effect that:

(A) the representations and warranties of the Authority contained herein are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date and the Authority has complied with all of the terms and conditions of this Purchase Agreement required to be complied with by the Authority at or prior to Closing Date;

(B) none of the proceedings or authority for (i) the authorization, sale, execution and delivery of the Bonds, (ii) the adoption of the Authority Resolution, or (iii) the execution and delivery of the Authority Documents, has been repealed, modified, amended, revoked or rescinded;

(C) no event affecting the Authority has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purposes for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect; and

(D) the information and statements contained in the Official Statement (other than information relating to the Underwriter and The Depository Trust Company and its book-entry system) do not contain an untrue statement of a material fact required to be stated therein or necessary to make such statements therein, in the light of the circumstances under which they were made, not misleading in any material respect; and to the best of its knowledge after reasonable investigation, the Authority is not in breach of or default under any applicable law or administrative regulation of the State of California or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or is otherwise subject, which would have a material adverse impact on the Authority's ability to perform its obligations under the Authority Documents, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument;

(xi) An opinion or opinions, dated the Closing Date and addressed to the Underwriter and the Trustee, of the Campbell City Attorney, counsel for the City, to the effect that:

(A) The City is a municipal corporation and general law city duly organized and validly existing under the Constitution and laws of the State of California;

(B) The City Documents have been duly approved by a resolution of the City adopted at a meeting duly called and held in accordance with the requirements of all applicable laws, with all public notice required by law, and at which a quorum of the members of the City Council was continuously present and such resolution has not been modified, amended or rescinded since the date of its adoption;

(C) Except as described in the Official Statement, there is no litigation, inquiry, or investigation pending or to the best of such counsel's knowledge after due inquiry, threatened, which: (1) challenges the right or title of any member or

officer of the City to hold his or her office or exercise or perform the powers and duties pertaining thereto; (2) challenges the validity or enforceability of the Bonds or the City Documents; (3) seeks to restrain or enjoin the sale of the Bonds or the execution and delivery by the City of, or the performance by the City of its legal obligations under, the City Documents or in which a final adverse decision could materially adversely affect the operations of the City with respect to the Leased Property; or (4) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, nor, to the best of such counsel's knowledge, is there any basis therefor;

(D) The execution and delivery by the City of, and the performance by the City of its obligations under, the City Documents, do not conflict with, violate or constitute a default under any provision of any law, court order or decree or any contract, instrument or agreement to which the City is a party or by which it is bound and of which such counsel has knowledge;

(E) As of the date hereof, the statements and information relating to the City contained in the Preliminary Official Statement and Official Statement did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances, under which they were made not misleading; and

(F) The City Documents have been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery of the City Documents by the parties thereto other than the City, the City Documents constitute legal, valid and binding agreements of the City, enforceable against the City in accordance with their respective terms except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights and remedies in general, or by the application of equitable principles if equitable remedies are sought.

(G) Except as may be required under the "blue sky" or securities laws of the United States or any state, there is no authorization, approval, consent or other order of, or filing with, or certification by, the State or any other governmental authority or agency within the State having jurisdiction over the City required for the issuance of the Bonds or the consummation by the City of the other financial transactions contemplated by the Official Statement and the City Documents.

(H) Based on the information made available to the City Attorney in its role as City Attorney to the City, and without having undertaken to determine independently or assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement, nothing has come to its attention which would lead it to believe that the Official Statement as of its date and as of the date of Closing (excluding therefrom the financial and statistical data and forecasts included therein, as to which no opinion is expressed and information relating to the Authority and the Depository Trust Company and its book entry system) contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(xii) An opinion or opinions, dated the Closing Date and addressed to the Underwriter, of the Campbell City Attorney, counsel for the Authority, to the effect that:

(A) The Authority is a joint exercise of powers authority duly organized and validly existing under the laws of the State of California pursuant to the JPA Agreement;

(B) The Authority Documents have been duly approved by a resolution of the Authority adopted at a meeting duly called and held in accordance with the requirements of all applicable laws, with all public notice required by law, and at which a quorum of the members of the Board of the Authority was continuously present and such resolution has not been modified, amended or rescinded since the date of its adoption;

(C) Except as described in the Official Statement, there is no litigation, inquiry, or investigation pending to the best of such counsel's knowledge after due inquiry, or threatened, which: (1) challenges the right or title of any member or officer of the Authority to hold his or her office or exercise or perform the powers and duties pertaining thereto; (2) challenges the validity or enforceability of the Bonds or the Authority Documents; (3) seeks to restrain or enjoin the sale of the Bonds or the execution and delivery by the Authority of, or the performance by the Authority of its legal obligations under, the Authority Documents or in which a final adverse decision could materially adversely affect the operations of the Authority with respect to the Leased Property; or (4) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, nor, to the best of such counsel's knowledge, is there any basis therefor;

(D) The execution and delivery by the Authority of, and the performance by the Authority of its obligations under, the Authority Documents, do not conflict with, violate or constitute a default under any provision of any law, court order or decree or any contract, instrument or agreement to which the Authority is a party or by which it is bound and of which such counsel has knowledge; and

(E) The Authority Documents have been duly authorized, executed and delivered by the Authority and, assuming due authorization, execution and delivery of the Authority Documents by the parties thereto other than the Authority, the Authority Documents constitute legal, valid and binding agreements of the Authority, enforceable against the Authority in accordance with their respective terms except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights and remedies in general, or by the application of equitable principles if equitable remedies are sought.

(F) Except as may be required under the "blue sky" or securities laws of the United States or any state, there is no authorization, approval, consent or other order of, or filing with, or certification by, the State or any other governmental authority or agency having jurisdiction over the Authority required for the issuance of the Bonds or the consummation by the Authority of the other financial transactions contemplated by the Official Statement and the Authority Documents.

(G) Based on the information made available to such City Attorney in its role as counsel to the Authority, and without having undertaken to determine independently or assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement under the captions

entitled "THE AUTHORITY," and "LITIGATION", nothing has come to such City Attorney's attention that would lead it to believe that the statements contained in the above-referenced captions as of the date of the Official Statement and as of the date of Closing (excluding therefrom the financial and statistical data and forecasts included therein, as to which no opinion is expressed) contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(xiii) An opinion, dated the Closing Date and addressed to the Authority, of Bond Counsel, substantially in the form set forth in Appendix C to the Official Statement, together with a letter from such counsel, dated the Closing Date and addressed to the Underwriter, to the effect that the foregoing opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to them;

(xiv) A supplemental opinion, dated the Closing Date and addressed to the Underwriter, of Bond Counsel, to the effect that:

(A) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended;

(B) the Bond Purchase Agreement has been duly executed and delivered by the Authority and the City and is a valid and binding agreement of the Authority and the City; and

(C) the statements contained in the Official Statement under the captions "THE BONDS," "SECURITY FOR THE BONDS" and "TAX MATTERS" and in APPENDIX D—"SUMMARY OF CERTAIN PROVISIONS OF THE LEGAL DOCUMENTS," insofar as such statements expressly summarize certain provisions of the Indenture, the Lease Agreement, the Site Lease and the final opinion of Bond Counsel concerning certain state income tax matters relating to the Bonds, are accurate in all material respects;

(xvi) Defeasance opinion with respect to the 1997 Certificates, the callable 2002 Certificates, the Successor Agency Repayment Obligation and the Prior TABs, dated the Closing Date and addressed to the Underwriter and the Escrow Bank, of Bond Counsel, in form and substance satisfactory to the Underwriter;

(xvii) An opinion letter, dated the Closing Date and addressed to the Authority, the City and the Underwriter of Jones Hall, A Professional Law Corporation, California, as disclosure counsel ("Disclosure Counsel"), to the effect that based upon their participation in the preparation of the Official Statement as Disclosure Counsel, except to the extent set forth in their supplemental opinion without assuming any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement nor making any representation regarding independent verification of the accuracy, completeness or fairness of any of the statements contained in the Official Statement, except to the extent set forth in their supplemental opinion such counsel advises that during the course of such representation of the Authority as disclosure counsel on this matter, no information came to the attention of the attorneys in such firm rendering legal services in connection with such representation which caused them to believe that the Official Statement as of its date (except for any financial, statistical or economic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion

(except opinions of Bond Counsel), Appendix A to the Official Statement, or any information about book-entry or DTC included therein, as to which no opinion or view is expressed) contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(xviii) the opinion of Quint & Thimmig LLP, as counsel to the Underwriter, dated the Closing Date and addressed to the Underwriter, in form and substance acceptable to the Underwriter.

(xix) A certificate of an authorized officer of the Trustee satisfactory to the Underwriter, certifying substantially as follows:

(A) The Trustee is a national banking association duly organized and in good standing under the laws of the United States of America and has all necessary power and authority to enter into the Indenture and to perform its duties under the Indenture;

(B) The Trustee is duly authorized to enter into the Indenture and to authenticate and deliver the Bonds to the Underwriter pursuant to the terms of the Indenture and, when executed by the other parties thereto, the Indenture will constitute a legal, valid and binding obligation of the Trustee enforceable in accordance with its terms;

(C) The Bonds have been duly authenticated and delivered to the Underwriter pursuant to direction from the Authority;

(D) The Trustee is not in breach of or default under any law or administrative rule or regulation of the State of California or of any department, division, agency or instrumentality thereof, of any applicable court or administrative decree or order, or any other material instrument to which the Trustee is a party or is otherwise subject or bound and which would materially impair the ability of the Trustee to perform its obligations under the Indenture;

(E) To its knowledge, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, is pending or threatened in any way affecting the existence of the Trustee or the titles of its directors or officers to their respective offices, or seeking to restrain or enjoin the execution, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Indenture, or in any way contesting or affecting the validity or enforceability of the Bonds or the Indenture;

(F) The execution and delivery of the Indenture will not conflict with or constitute a breach of or default under the Trustee's duties under such documents, or any law, administrative regulation, court decree, resolution, articles of association, bylaws or other material agreement to which the Trustee is subject or by which it is bound; and

(G) No consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Trustee that has not been obtained is or will be required for the authentication and delivery of the Bonds, the execution and delivery of the Indenture, the performance of the Trustee's duties under the Indenture or the consummation by the Trustee of the other transactions contemplated by the Indenture, except as such may be

required under the state securities or blue sky laws in connection with the distribution of the Bonds by the Underwriter.

(xxi) A certificate of an authorized officer of the Escrow Bank satisfactory to the Underwriter, certifying substantially as follows:

(A) The Escrow Bank is a national banking association duly organized and in good standing under the laws of the United States of America and has all necessary power and authority to enter into the Escrow Agreement and to perform its duties under the Escrow Agreement;

(B) The Escrow Bank is duly authorized to enter into the Escrow Agreement and, when executed by the other parties thereto, the Escrow Agreement will constitute a legal, valid and binding obligation of the Escrow Bank enforceable in accordance with their terms;

(C) The Escrow Bank is not in breach of or default under any law or administrative rule or regulation of the State of California or of any department, division, agency or instrumentality thereof, or of the United States of America, of any applicable court or administrative decree or order, or any other instrument to which the Escrow Bank is a party or is otherwise subject or bound and which would materially impair the ability of the Escrow Bank to perform its obligations under the Escrow Agreement;

(D) No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, is pending or threatened in any way affecting the existence of the Escrow Bank or the titles of its directors or officers to their respective offices, or in any way contesting or affecting the validity or enforceability of the Escrow Agreement;

(E) The execution and delivery of the Escrow Agreement will not conflict with or constitute a breach of or default under the Escrow Bank's duties under such documents, or any law, administrative regulation, court decree, resolution, charter, bylaws or other agreement to which the Escrow Bank is subject or by which it is bound; and

(F) No consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Escrow Bank that has not been obtained is or will be required for the execution and delivery of the Escrow Agreement, the performance of the Escrow Bank's duties under the Escrow Agreement or the consummation by the Escrow Bank of the other transactions contemplated by the Escrow Agreement, except as such may be required under the state securities or blue sky laws in connection with the distribution of the Bonds by the Underwriter.

(xxii) An opinion of counsel to the Trustee in form and substance acceptable to the Underwriter;

(xxiv) An opinion of counsel to the Escrow Bank in form and substance acceptable to the Underwriter;

(xxv) Evidence, satisfactory to Bond Counsel and the Underwriter, of insurance, including a CLTA title insurance policy, in compliance with the Lease Agreement;

(xxvi) 15c2-12 certificates of City and the Authority;

(xxvii) Certified copies of the City Resolution and the Authority Resolution;

(xxviii) Evidence, satisfactory to the Underwriter, that the Bonds have been assigned the rating of "___" by Standard & Poor's Ratings Services;

(xxviii) A verification report, prepared by _____, as to the sufficiency of the escrow established for the defeasance of the 2009 Bonds;

(xxix) Transcripts of all proceedings relating to the authorization, issuance, execution and delivery of the Bonds certified by the City and the Authority as applicable; and

(xxx) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the City's representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the City and the Authority on or prior to the date of the Closing of all the agreements then to be performed and conditions then to be satisfied by each of them.

All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Bond Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to Bond Counsel, Disclosure Counsel and the Underwriter.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds contained in this Bond Purchase Agreement, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and none of the Underwriter, the Authority or the City shall be under any further obligation hereunder.

8. Termination. The Underwriter shall have the right to terminate the Underwriter's obligations under this Bond Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds by notifying the Authority and the City in writing or by telegram, of its election to do so, if, after the execution hereof and prior to the Closing: (a) the United States has become engaged in, or there has been an escalation of, hostilities which, in the reasonable opinion of the Underwriter, materially adversely affects the marketability or market price of the Bonds; (b) there shall have occurred the declaration of a general banking moratorium by any authority of the United States or the State of New York or the State of California; (c) an event shall have occurred, or been discovered as described in paragraph (k) of Section 4 or paragraph (l) of Section 5 hereof, which in the opinion of the Underwriter requires the preparation and publication of disclosure material or a supplement or amendment to the Official Statement; (d) any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by any governmental body, department or agency in the State of California, or a decision by any court of competent jurisdiction within the State of California shall be rendered which, in the Underwriter's reasonable opinion, materially adversely affects the market price of the Bonds; (e) any rating of the Bonds or the rating or credit outlook of any obligations of the City secured by the City's general fund shall have been downgraded or withdrawn by national rating services; (f) legislation shall be introduced, by amendment or otherwise, or be enacted by the House of Representatives or the Senate of the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by or

on behalf of the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made or proposed, to the effect that the execution, issuance, delivery, offering or sale of obligations of the general character of the Bonds, or the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of any provision of the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect, or with the purpose or effect of otherwise prohibiting the issuance, offering or sale of obligations of the general character of the Bonds or the Bonds, as contemplated hereby or by the Official Statement; (g) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; (h) the New York Stock Exchange, or other national securities exchange or association or any governmental authority, shall impose as to the Bonds, or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by or the charge to the net capital requirements of broker-dealers; (i) trading in securities on the New York Stock Exchange or other national securities exchange or association shall have been suspended or limited or minimum prices have been established on either such exchange; (j) any action shall have been taken by any government in respect of its monetary affairs which, in the reasonable opinion of the Underwriter, has a material adverse effect on the United States securities market; or as of the date hereof that in the Underwriter's reasonable opinion materially adversely affects the marketability or market price of the Bonds.

If this Bond Purchase Agreement shall be terminated pursuant to Section 7 or this Section 8, or if the purchase provided for herein is not consummated because any condition to the Underwriter's obligations hereunder is not satisfied or because of any refusal, inability or failure on the part of the City or the Authority to comply with any of the terms or to fulfill any of the conditions of this Bond Purchase Agreement, or if for any reason the City or the Authority shall be unable to perform all of its respective obligations under this Bond Purchase Agreement, neither the City nor the Authority shall be liable to the Underwriter for damages on account of loss of anticipated profits arising out of the transactions covered by this Bond Purchase Agreement. The Underwriter may, in its sole discretion, waive any of the conditions set forth in Section 7 or this Section 8.

9. Changes in Official Statement. After the Closing, neither the Authority nor the City will adopt any amendment of or supplement to the Official Statement to which the Underwriter shall reasonably object in writing. Within 25 days following the "end of the underwriting period" (as defined in Section 240 15c-12 in Chapter II of Title 17 of the Code of Federal Regulations (Rule 15c2-12)), whichever occurs first, if any event relating to or affecting the Bonds, the City or the Authority shall occur as a result of which it is necessary, in the opinion of the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in any material respect in the light of the circumstances existing at the time it is delivered to a purchaser, the Authority will forthwith prepare and furnish to the Underwriter an amendment or supplement that will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to purchaser, not misleading. The City and the Authority shall cooperate with the Underwriter in the filing by the Underwriter of such amendment or supplement to the Official Statement with a nationally recognized municipal securities repository.

10. Payment of Costs and Expenses.

(a) All costs and expenses incident to the sale and delivery of the Bonds to the Underwriter shall be payable by the Authority from the proceeds of the Bonds, including, but

not limited to: (i) the fees and expenses of the City, its counsel and consultants; (ii) the fees and expenses of the Authority, its counsel and consultants; (iii) the fees and expenses of Bond Counsel; (iv) the fees and expenses of Disclosure Counsel; (v) the fees and expenses of Fieldman, Rolapp & Associates, the City's municipal advisor; (vi) all expenses in connection with the preparation and printing of the Bonds; (vii) all expenses in connection with the preparation, printing, distribution and delivery of the Preliminary Official Statement, the Official Statement and any amendment or supplement thereto; (viii) the initial fees and expenses of the Trustee, including the reasonable fees and expenses of its counsel; (ix) the fees and expenses of any rating agency rating the Bonds; and (x) any credit enhancement costs for the Bonds.

(b) The Underwriter shall pay all expenses incurred by it in connection with the public offering and distribution of the Bonds including, but not limited to: (i) all advertising expenses in connection with the offering of the Bonds; (ii) the fees and disbursements of Underwriter's counsel, if any, and (iii) all out-of-pocket disbursements and expenses incurred by the Underwriter in connection with the offering and distribution of the Bonds, including, air travel and hotel accommodations in connection with the pricing of the Bonds; investor meetings, rating agency trips and meetings; the Closing; meals and transportation for the City, the Underwriter and other working group personnel during rating agency, investor meetings; pricing and Closing trips; expenses related to attending working group meetings, such as parking, meals and transportation and any other miscellaneous costs associated with the Closing; (iv) all other expenses incurred by the Underwriter in connection with the public offering and distribution of Bonds, except as provided in (a) above or as otherwise agreed to by the Underwriter and the City, and (v) the fees of the California Debt and Investment Advisory Commission.

11. Notices. Any notice or other communication to be given under this Bond Purchase Agreement may be given by delivering the same in writing:

To the Authority:	Campbell Joint Public Finance Authority c/o City of Campbell 70 North First Street Campbell, CA 95008 Attention: Finance Director
To the City:	City of Campbell 70 North First Street Campbell, CA 95008 Attention: Finance Director
To the Underwriter:	Raymond James & Associates, Inc. One Embarcadero Center, Suite 650 San Francisco, CA 94111 Attention: Ms. Wing-See Fox, Vice President

12. Parties in Interest. This Bond Purchase Agreement is made solely for the benefit of the Authority, the City and the Underwriter (including the successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. All of the Authority's and the City's representations, warranties and agreements contained in this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of: (a) any investigations made by or on behalf of the Underwriter; (b) delivery of and payment for the Bonds pursuant to this Bond Purchase Agreement; and (c) any termination of this Bond Purchase Agreement.

13. Determination of End of the Underwriting Period. For purposes of this Bond Purchase Agreement, the end of the underwriting period for the Bonds shall mean the earlier of (a) the Closing Date unless the City and the Authority have been notified in writing by the Underwriter, on or prior to the Closing Date, that the "end of the underwriting period" for the Bonds for all purposes of the Rule will not occur on the Closing Date, or (b) the date on which notice is given to the City and the Authority by the Underwriter in accordance with the following sentence. In the event that the Underwriter has given notice to the City and the Authority pursuant to clause (a) above that the "end of the underwriting period" for the Bonds will not occur on the Closing Date, the Underwriter agrees to notify the City and the Authority in writing as soon as practicable following the "end of the underwriting period" for the Bonds for all purposes of the Rule. The Underwriter agrees to file a copy of the Official Statement with each of the nationally recognized municipal securities information repositories.

14. No Assignment. This Bond Purchase Agreement is entered into between the City, the Authority and the Underwriter, and is solely for the benefit of the City, the Authority, the Underwriter and their respective successors or assigns, and no person other than the foregoing shall acquire or have any right under or by virtue of this Bond Purchase Agreement. All of the representations, warranties and agreements contained in this Bond Purchase Agreement shall survive the delivery of and payment for the Bonds and any termination thereof.

15. Effectiveness. This Bond Purchase Agreement shall become effective upon the execution of the acceptance by an authorized representative of the City and an authorized representative of the Authority and shall be valid and enforceable at the time of such acceptance.

16. Headings. The headings of the sections of this Bond Purchase Agreement are inserted for convenience only and shall not be deemed to be a part hereof.

17. Governing Law. This Bond Purchase Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of California.

18. Counterparts. This Bond Purchase Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

If the foregoing is in accordance with your understanding of this Bond Purchase Agreement please sign and return to us the enclosed duplicate copies hereof, whereupon it will become a binding agreement among the City, the Authority and the Underwriter in accordance with its terms.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC.,
as Underwriter

By _____
Robert Larkins
Managing Director

CAMPBELL JOINT PUBLIC FINANCE
AUTHORITY

By _____
Name _____
Title _____

CITY OF CAMPBELL

By _____
Name _____
Title _____

EXHIBIT A

\$ _____
CAMPBELL JOINT PUBLIC FINANCE AUTHORITY
2016 Refunding Lease Revenue Bonds

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, PRICES AND YIELDS

<u>Maturity</u> <u>(October 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>
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Redemption Provisions

Optional Redemption

The Bonds maturing on or after October 1, _____, are subject to optional redemption prior to their respective stated maturities, at the written direction of the Authority, from moneys deposited by the Authority or the City, in whole or in part, in such order of maturity as the City designates (and, if no specific order of redemption is designated by the City, in inverse order of maturity), on any date on or after October 1, _____, from any available source of funds, at a redemption price equal to the principal amount of the Bonds to be redeemed, together with accrued interest thereon to the date fixed for redemption, without premium.

Extraordinary Redemption from Insurance or Condemnation Proceeds

The Bonds are also subject to redemption as a whole, or in part on a pro rata basis among maturities, on any date, in integral multiples of \$5,000, to the extent of prepayments made by the City from insurance proceeds or condemnation proceeds not used to repair, reconstruct or replace any portion of the Leased Property damaged or destroyed or elected by the City to be used for such purpose, at a redemption price equal to 100% of the principal amount thereof plus interest accrued thereon to the date fixed for redemption, without premium.



City Council Report

Item: 19.

Category: New Business

Date: June 7, 2016

TITLE: Resolution of the City Council of the City of Campbell Approving Documents and Actions Relating to the Refinancing of 1997 Certificates of Participation and 2002 Certificates of Participation (Resolution / Roll Call Vote)

RECOMMENDATION

That the City Council adopt the attached resolution approving bond documents in connection with the proposed issuance of bonds to refund the City's 1997 and 2002 certificates of participation.

BACKGROUND

In October 1997, the City issued its \$13,480,000 1997 Refunding Certificates of Participation (Civic Center Project) (the "1997 COPs"), in order to refund the City's 1991 Certificates of Participation and to provide funds for certain street maintenance and improvement projects. The 1997 COPs are currently outstanding in the principal amount of \$12,565,000.

In July 2002, the City issued its \$11,930,843.30 2002 Refunding Certificates of Participation (Civic Center Project) (the "2002 COPs"), as current interest and capital appreciation certificates, in order to refund the City's 1993 Certificates of Participation and to provide partial funding for renovation and expansion of the City's Police Department and construction of an animal shelter. The current interest portion of the 2002 COPs is currently outstanding in the principal amount of \$2,420,000. The capital appreciation portion of the 2002 COPs is not subject to prepayment.

Under a repayment obligation (the "Advancement") between the City and the Successor Agency of the former Campbell Redevelopment Agency, the Successor Agency reimburses the City for approximately 42% of the debt service on the 1997 COPs and the 2002 COPs.

The City is planning to refund the portion of the 1997 COPs and the current interest 2002 COPs that is not payable from the Successor Agency's repayment of the Advancement, to the extent that the refunding of that portion produces positive savings. The refunding does not include the capital appreciation 2002 Certificates, which are not subject to prepayment prior to maturity. At the same time, the Successor Agency is planning to concurrently refinance the remainder of the 1997 COPs and 2002 COPs payable from the Successor Agency's repayment of the Advancement through the issuance of tax allocation refunding bonds.

The current outstanding par amount of the 1997 COPs and 2002 COPs which may be prepaid is \$8,781,210, which is presently callable at par or 100%.

DISCUSSION

The purpose for refunding the outstanding 1997 COPs and 2002 COPs is to reduce the interest rate and generate savings to the City's General Fund.

Tonight's action is the latest step in the process to refund the outstanding General Fund portion of the 1997 and 2002 COPs. In order to facilitate the refunding, the City recently formed the Campbell Industrial Development Authority to serve as a member of a new joint powers authority (the Campbell Joint Public Finance Authority) in order to issue lease revenue refunding bonds. The City requested and evaluated proposals to provide underwriting services in connection with the refunding and has selected Raymond James & Associates, Inc. as the underwriter for the lease revenue refunding bonds.

The key milestones to complete the refunding include the following:

- Request proposals for underwriting services and select underwriter (Completed)
- Preparation and approval of all required legal and disclosure documents (Tonight's Action)
- Secure rating (Underway)
- Bond Pricing
- Bond Closing and payoff of outstanding obligations

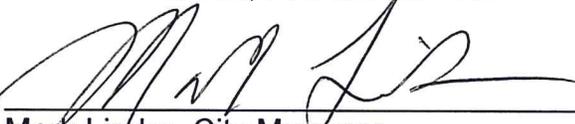
Adoption of tonight's resolution will approve all documents to be executed by the City in connection with the issuance and sale of the refunding bonds:

- Site Lease
- Lease Agreement
- Escrow Deposit and Trust Agreement
- Preliminary Official Statement
- Bond Purchase Agreement

FISCAL IMPACT

Based on current market conditions, it is anticipated that the refinancing will generate savings in excess of \$1.6 million over the remaining life of the indebtedness. The average annual savings are estimated at more than \$140,000 per year. The actual savings will be determined at the time of sale of the refunding bonds. **The term of the refunding bonds is the same as the original term of the currently outstanding obligations and will not be extended.** These savings are net of the cost of issuance. The costs of issuance cover the fees of the municipal advisor, bond/disclosure counsel, escrow agent, trustee, rating agency, and other miscellaneous costs. All the cost of issuance fees are only incurred if the refinancing is approved, except for the costs of the rating agency. Both agreements of the municipal advisor and bond/disclosure counsel are contingent on the refinancing of the bonds.

Prepared by:  Sharif Etman for
Jesse Takahashi, Finance Director

Approved by: 
Mark Linder, City Manager

Attachments:

1. Resolution
2. Site Lease
3. Lease Agreement
4. Escrow Deposit and Trust Agreement
5. Preliminary Official Statement
6. Bond Purchase Agreement

RESOLUTION NO. ____**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL
APPROVING DOCUMENTS AND ACTIONS RELATING TO THE
REFINANCING OF 1997 CERTIFICATES OF PARTICIPATION AND 2002
CERTIFICATES OF PARTICIPATION**

WHEREAS, the City of Campbell (the "City") is a party to a Trust Agreement dated as of October 1, 1997, with the City of Campbell Successor Agency (the "Successor Agency") and U.S. Bank, National Association, as successor trustee, under which \$13,480,000 aggregate principal amount of 1997 Refunding Certificates of Participation (Civic Center Project) (the "1997 Certificates"), were executed and delivered; and

WHEREAS, the City is also a party to a Trust Agreement, dated as of July 1, 2002, with the Successor Agency and U.S. Bank, National Association, as successor trustee, under which \$11,930,843.30 2002 Refunding Certificates of Participation (the "2002 Certificates"), a portion of which are current interest certificates and a portion of which are capital appreciation certificates, were executed and delivered; and

WHEREAS, the Successor Agency expects to issue its City of Campbell Successor Agency 2016 Tax Allocation Refunding Bonds in order to refinance (i) certain of its outstanding bonds and (ii) an obligation to repay an advance (the "Successor Agency Repayment Obligation") made by the City of Campbell to the Successor Agency, pursuant to a Third Amended and Restated Indebtedness Agreement, dated as of July 1, 2002, by and between the City and the Successor Agency, which repayments are payable directly to (A) U.S. Bank National Association, as trustee with respect to the 1997 Certificates and (B) U.S. Bank National Association, as trustee with respect to the 2002 Certificates; and

WHEREAS, the Successor Agency Repayment Obligation only includes a portion of the 1997 Certificates and the 2002 Certificates; and

WHEREAS, in order to take advantage of prevailing bond market conditions, the City Council wishes to authorize the refinancing of the portion of the outstanding 1997 Certificates and the portion of the outstanding 2002 Certificates not included in the Successor Agency Repayment Obligation (not including the capital appreciation 2002 Certificates, which are not subject to prepayment prior to maturity, the "Prior Certificates"); and

WHEREAS, to that end, the City has proposed to lease certain real property to be identified by an Authorized Officer (the "Leased Property") to the Campbell Joint Public Finance Authority (the "Authority") in consideration of the payment by the Authority of an upfront rental payment which is sufficient to provide funds to refinance the Prior Certificates; and

WHEREAS, in order to raise funds for such purpose, the Authority proposes to issue and sell its Campbell Joint Public Finance Authority 2016 Refunding Lease Revenue Bonds in the aggregate principal amount of not to exceed \$10,000,000 (the "Refunding Bonds") under Article 4 of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, commencing with Section 6584 of said Code (the "Bond Law"); and

WHEREAS, in order to secure the payments of principal of and interest on the Refunding Bonds, the Authority proposes to lease the Leased Property back to the City under a Lease Agreement (the "Lease Agreement"), under which the City is obligated to pay semiannual lease payments as rental for the Leased Property, and the Authority will assign substantially all of its rights under the Lease Agreement to The Bank of New York Trust Company, N.A., as trustee for the Refunding Bonds; and

WHEREAS, the City Council wishes at this time to approve all proceedings to which it is a party relating to the issuance and sale of the Refunding Bonds and the refinancing of the Prior Certificates;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Campbell as follows:

SECTION 1. Issuance of Refunding Bonds. The City Council hereby approves the issuance of the Refunding Bonds by the Authority under the Bond Law in the maximum principal amount of \$10,000,000, for the purpose of providing funds to prepay the Prior Certificates.

SECTION 2. Approval of Related Financing Agreements. The City Council hereby approves each of the following agreements required for the issuance and sale of the Refunding Bonds and the refinancing of the Prior Certificates, in substantially the respective forms on file with the City Clerk together with any changes therein or additions thereto deemed advisable by the Mayor, the City Manager, the Finance Director or the City Attorney (each, an "Authorized Officer"), whose execution thereof shall be conclusive evidence of the approval of any such changes or additions. An Authorized Officer is hereby authorized and directed for and on behalf of the City to execute, and the City Clerk is hereby authorized and directed to attest, the final form of each such agreement, as follows:

- Site Lease, between the City as lessor and the Authority as lessee, under which the City leases the Leased Property to the Authority in consideration of the payment of an amount which will be applied by the City to refinance the Prior Certificates.
- Lease Agreement, between the Authority as lessor and the City as lessee, under which the Authority leases the Leased Property back to the City and the City agrees to pay semiannual lease payments which are sufficient to provide revenues with which to pay principal of and interest on the Refunding Bonds when due.
- Escrow Deposit and Trust Agreement, among the City, the Successor Agency and the U.S. Bank National Association, as trustee for the Prior Certificates, providing for the deposit, investment and application of funds to refinance certain of the Successor Agency's outstanding bonds, the Successor Agency Repayment Obligation and the Prior Certificates.
- Continuing Disclosure Certificate, to be executed by the City.

SECTION 3. Negotiated Sale of Refunding Bonds. The City Council hereby approves the negotiated sale of the Refunding Bonds by the Authority to Raymond James & Associates, Inc. (the "Underwriter"). The Refunding Bonds shall be sold pursuant to the terms and provisions of a Bond Purchase Agreement among the Authority, the City and the Underwriter in substantially the form on file with the City Clerk together with any changes

therein or additions thereto deemed advisable by an Authorized Officer. The Refunding Bonds shall be sold at such price and shall bear interest at such rates as shall produce, after accounting for the costs of issuing the Refunding Bonds, positive cash flow savings to the City, as such savings shall be verified and conclusively determined by the City's Financial Advisor. The Underwriter's discount shall not exceed 0.4%.

SECTION 4. Official Statement. The City Council hereby approves the preliminary Official Statement describing the Refunding Bonds in substantially the form on file with the City Clerk. Any Authorized Officer is hereby authorized and directed to approve any changes in or additions to said preliminary Official Statement and to execute an appropriate certificate stating the Authorized Officer's determination that the preliminary Official Statement (together with any changes therein or additions thereto) has been deemed nearly final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934. Distribution of the preliminary Official Statement by the Underwriter is hereby approved. Any Authorized Officer is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by an Authorized Officer shall be conclusive evidence of approval of any such changes and additions. The City Council hereby authorizes the distribution of the final Official Statement by the Underwriter. The final Official Statement shall be executed on behalf of the City by an Authorized Officer.

SECTION 5. Official Actions. The Mayor, the Finance Director, the City Manager, the City Attorney, the City Clerk and all other officers of the City are each authorized and directed on behalf of the City to make any and all leases, assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance or termination, warrants and other documents, which they or any of them deem necessary or appropriate in order to consummate any of the transactions contemplated by the agreements and documents approved under this Resolution. An Authorized Officer may revise the identity of the Leased Property as necessary in order to accomplish the purposes of this Resolution. Whenever in this Resolution any officer of the City is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

SECTION 6. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 7th day of June, 2016, by the following roll call vote:

AYES: Board members:

NOES: Board members:

ABSENT: Board members:

ABSTAIN: Board members:

APPROVED:

Jason T. Baker, Mayor

ATTEST:

Wendy Wood, City Clerk

TO BE RECORDED AND WHEN RECORDED
RETURN TO:

Jones Hall
A Professional Law Corporation
475 Sansome Street, Suite 1700
San Francisco, California 94111
Attention: Christopher K. Lynch, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX UNDER SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES UNDER SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

SITE LEASE

This SITE LEASE (this "**Site Lease**"), dated for convenience as of _____ 1, 2016, is between the CITY OF CAMPBELL, a general law city and municipal corporation duly organized and existing under the Constitution and laws of the State of California, as lessor (the "**City**"), and the CAMPBELL JOINT PUBLIC FINANCE AUTHORITY, a joint powers authority duly organized and existing under the laws of the State of California, as lessee (the "**Authority**").

BACKGROUND:

1. The City previously caused the execution and delivery of its 1997 Refunding Certificates of Participation (Civic Center Project) in the aggregate initial principal amount of \$13,480,000 (the "**1997 Certificates**"), pursuant to a Trust Agreement dated as of October 1, 1997, with the City of Campbell Successor Agency (the "**Successor Agency**") and U.S. Bank, National Association, as successor trustee, for the purpose of (i) refunding on an advance basis all of the remaining undefeased portion of the City's outstanding Certificates of Participation (Civic Center Project) executed and delivered in November 1991 and (ii) funding street capital improvements in the City

2. The City previously caused the execution and delivery of its 2002 Refunding Certificates of Participation (Civic Center Project), pursuant to a Trust Agreement, dated as of July 1, 2002, with the Successor Agency, and the U.S. Bank National Association, as successor trustee in the aggregate initial principal amount of \$11,930,843.30 (the "**2002 Certificates**"), a portion of which are current interest certificates and a portion of which are capital appreciation certificates, for the purpose of (i) refunding on a current basis all of the City's outstanding 1993 Certificates of Participation (Civic Center Project) executed and delivered in November 1993, (ii) funding capital improvements in the City, and (iii) providing for a reserve fund and paying the costs of issuance of the 2002 Certificates.

3. The Successor Agency expects to issue its City of Campbell Successor Agency 2016 Tax Allocation Refunding Bonds in order to refinance (i) certain of its outstanding bonds and (ii) an obligation to repay an advance (the "Successor Agency Repayment Obligation") made by the City of Campbell to the Successor Agency, pursuant to a Third Amended and Restated Indebtedness Agreement, dated as of July 1, 2002, by and between the City and the Successor Agency, which repayments are payable directly to (A) U.S. Bank National Association, as trustee with respect to the 1997 Certificates and (B) U.S. Bank National Association, as trustee with respect to the 2002 Certificates.

4. The Successor Agency Repayment Obligation only includes a portion of the 1997 Certificates and the 2002 Certificates.

5. The City is proceeding to prepay the portion of its outstanding 1997 Certificates and the portion of its outstanding 2002 Certificates not included in the Successor Agency Repayment Obligation (not including the capital appreciation 2002 Certificates, which are not subject to prepayment prior to maturity, the "**Prior Certificates**").

6. To that end, the City has proposed to lease its _____, as more particularly described in Appendix A attached hereto and by this reference incorporated herein (the "**Leased Property**"), to the Authority under this Site Lease, in consideration of the payment by the Authority of an upfront rental payment (the "**Site Lease Payment**") which is sufficient to provide funds for the prepayment of the Prior Certificates.

7. The Authority has authorized the issuance of its Campbell Joint Public Finance Authority 2016 Refunding Lease Revenue Bonds in the aggregate principal amount of \$_____ (the "**Bonds**") under an Indenture of Trust dated as of _____ 1, 2016 (the "Indenture"), between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the "**Trustee**"), for the purpose of providing the funds to enable the Authority to pay the Site Lease Payment to the City in accordance with this Site Lease.

8. In order to provide revenues which are sufficient to enable the Authority to pay debt service on the Bonds, the Authority has agreed to lease the Leased Property back to the City under a Lease Agreement dated as of _____ 1, 2016 (the "**Lease**"), which has been recorded concurrently herewith, under which the City has agreed to pay semiannual Lease Payments as the rental for the Leased Property thereunder.

9. The lease payments made by the City under the Lease have been assigned by the Authority to the Trustee for the security of the Bonds under an Assignment Agreement dated as of _____ 1, 2016, between the Authority as assignor and the Trustee as assignee, which has been recorded concurrently herewith.

A G R E E M E N T :

In consideration of the above premises and of the mutual promises and covenants herein contained and for other valuable consideration, the parties hereto do hereby agree as follows:

SECTION 1. *Lease of Property to Authority.* The City hereby leases the Leased Property to the Authority and the Authority hereby leases the Leased Property from the City, on the terms and conditions hereinafter set forth.

SECTION 2. *Term; Possession.* The term of this Site Lease commences on the Closing Date and ends on the date on which the Indenture is discharged in accordance with Section 10.03 thereof, but under any circumstances not later than October 1, 20___. The provisions of this Section 2 are subject in all respects to any other provisions of this Site Lease relating to the termination hereof.

SECTION 3. *Rental.* The Authority shall pay to the City as and for rental of the Leased Property hereunder, the sum of \$_____ (the "**Site Lease Payment**"). The Site Lease Payment is due and payable upon the issuance of the Bonds and the execution and delivery hereof, and will be paid from the proceeds of the Bonds. The Authority and the City hereby find and determine that the total amount of the Site Lease Payment does not exceed the fair market value of the leasehold interest in the Leased Property which is conveyed hereunder by the City to the Authority. No other amount of rental is due and payable by the Authority for the use and occupancy of the Leased Property under this Site Lease.

As provided in the Indenture, a portion of the proceeds of the Bonds will be applied to make the Site Lease Payment by depositing the full amount thereof with the Prior Trustee to be held, invested and administered in accordance with the Escrow Agreement for the purpose of discharging the City's obligations with respect to the Prior Certificates.

SECTION 4. *Leaseback to City.* The Authority shall lease the Leased Property back to the City under the Lease.

SECTION 5. *Assignments and Subleases.* Unless the City is in default under the Lease, the Authority may not assign its rights under this Site Lease or sublet all or any portion of the Leased Property, except as provided in the Assignment Agreement and in the Lease, without the prior written consent of the City.

SECTION 6. *Substitution or Release of Property.* If the City exercises its option under Section 3.2 of the Lease to substitute property for the Leased Property in whole or in part, such substitution shall also operate to substitute property for the Leased Property that is leased hereunder. If the City exercises its option under Section 3.3 of the Lease to release a portion of the Leased Property from the Lease, such substitution shall also operate to release such portion of the Leased Property hereunder. The description of the Leased Property that is leased under the Lease shall conform at all times to the description of the Leased Property which is leased hereunder.

SECTION 7. *Right of Entry.* The City reserves the right for any of its duly authorized representatives to enter upon the Leased Property, or any portion thereof, at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

SECTION 8. *Termination.* The Authority agrees, upon the termination of this Site Lease, to quit and surrender the Leased Property in the same good order and condition

as the Leased Property was in at the time of commencement of the term hereof, reasonable wear and tear excepted, and agrees that all buildings, improvements and structures then existing upon the Leased Property shall remain thereon and title thereto shall vest thereupon in the City for no additional consideration.

SECTION 9. *Default.* If the Authority defaults in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for 30 days following notice and demand for correction thereof to the Authority, the City may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Lease shall be deemed to occur as a result thereof and no such remedy may include termination hereof; *provided, however,* that so long as the Lease remains in effect, the Lease Payments payable by the City under the Lease shall continue to be paid to the Trustee.

SECTION 10. *Quiet Enjoyment.* The Authority at all times during the term of this Site Lease shall peaceably and quietly have, hold and enjoy all of the Leased Property, subject to the provisions of the Lease and subject only to Permitted Encumbrances (as that term is defined in the Lease).

SECTION 11. *Waiver of Personal Liability.* All liabilities under this Site Lease on the part of the Authority are solely corporate liabilities of the Authority as a public entity, and the City hereby releases each and every member and officer of the Authority of and from any personal or individual liability under this Site Lease. No member or officer of the Authority or its governing board shall at any time or under any circumstances be individually or personally liable under this Site Lease for anything done or omitted to be done by the Authority hereunder.

SECTION 12. *Taxes.* The City covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Leased Property and any improvements thereon.

SECTION 13. *Eminent Domain.* If the whole or any part of the Leased Property or any improvements thereon is taken by eminent domain proceedings, the interest of the Authority shall be recognized and is hereby determined to be the amount of the then unpaid Lease Payments payable under the Lease and the balance of the award, if any, shall be paid to the City.

SECTION 14. *Partial Invalidity.* If any one or more of the terms, provisions, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 15. *Notices.* Any notice, request, complaint, demand or other communication under this Site Lease shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by telecopy, telex or other form of telecommunication, at its number set forth below. Notice shall be effective either (a) upon transmission by telecopy, telex or other form of telecommunication, (b) 48 hours after deposit in the United States mail, postage prepaid, or (c) in the case of

personal delivery to any person, upon actual receipt. The City, the Authority and the Trustee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

*If to the Authority
or the City:* City of Campbell
70 North First Street
Campbell, California 95008

Attention: City Manager
Fax: _____

If to the Trustee: The Bank of New York Mellon Trust Company, N.A.

Fax: _____

SECTION 16. *Amendment of this Site Lease.* The Authority and the City may at any time amend or modify any of the provisions of this Site Lease, but only (a) with the prior written consent of the Owners of a majority in aggregate principal amount of the Outstanding Bonds; or (b) without the consent of any of the Bond Owners, but only if such amendment or modification is for any one or more of the following purposes:

- (i) to make cure any ambiguity, or to cure, correct or supplement any defective provision contained herein, or in any other respect whatsoever as the Authority and the City may deem necessary or desirable, provided that, in the opinion of Bond Counsel, such modifications or amendments do not materially adversely affect the interests of the Owners of the Bonds;
- (ii) to amend any provision hereof relating to the Tax Code, to any extent whatsoever but only if and to the extent such amendment will not adversely affect the exclusion from gross income of interest on the Bonds under the Tax Code, in the opinion of Bond Counsel;
- (iii) to conform to any amendment of the Indenture which is made thereto in accordance with Section 9.01 of the Indenture; or
- (iv) for the purpose of effectuating any substitution or release of property under Section 6.

SECTION 17. *Governing Law.* This Site Lease shall be construed in accordance with and governed by the Constitution and laws of the State of California.

SECTION 18. *Third Party Beneficiary.* The Trustee is hereby made a third party beneficiary under this Site Lease with all rights of a third party beneficiary.

SECTION 19. *Binding Effect.* This Site Lease inures to the benefit of and is binding upon the Authority, the City and their respective successors and assigns, subject, however, to the limitations contained herein.

SECTION 20. *Section Headings.* All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site Lease.

SECTION 21. *Execution in Counterparts.* This Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same lease. It is also agreed that separate counterparts of this Site Lease may be separately executed by the Authority and the City, all with the same force and effect as though the same counterpart had been executed by both the Authority and the City.

SECTION 22. *Defined Terms.* All capitalized terms used herein and not otherwise defined have the respective meanings given those terms in the Indenture.

IN WITNESS WHEREOF, the City and the Authority have caused this Site Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CITY OF CAMPBELL, as lessor

By _____
Finance Director

Attest:

City Clerk

**CAMPBELL JOINT PUBLIC FINANCE
AUTHORITY, as lessee**

By _____
Executive Director

Attest:

Secretary

APPENDIX A

DESCRIPTION OF THE LEASED PROPERTY

The Leased Property consists of that certain real property situated in the City of Campbell, County of Santa Clara, State of California, which is more particularly described as follows:

TO BE RECORDED AND WHEN RECORDED

RETURN TO:

Jones Hall, A Professional Law Corporation
475 Sansome Street, Suite 1700
San Francisco, California 94111
Attention: Christopher K. Lynch, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX UNDER SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES UNDER SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

LEASE AGREEMENT

Dated as of _____ 1, 2016

between the

CAMPBELL JOINT PUBLIC FINANCE AUTHORITY,
as lessor

and the

CITY OF CAMPBELL,
as lessee

Relating to

\$ _____
**Campbell Joint Public Finance Authority
2016 Refunding Lease Revenue Bonds**

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APPENDIX A	DESCRIPTION OF THE LEASED PROPERTY
APPENDIX B	SCHEDULE OF LEASE PAYMENTS

LEASE AGREEMENT

This LEASE AGREEMENT (this "**Lease**"), dated for convenience as of _____ 1, 2016, is between the CAMPBELL JOINT PUBLIC FINANCE AUTHORITY, a joint powers authority duly organized and existing under the laws of the State of California, as lessor (the "**Authority**"), and the CITY OF CAMPBELL, a general law city and municipal corporation duly organized and existing under the Constitution and laws of the State of California, as lessee (the "**City**").

BACKGROUND:

1. The City previously caused the execution and delivery of its 1997 Refunding Certificates of Participation (Civic Center Project) in the aggregate initial principal amount of \$13,480,000 (the "**1997 Certificates**"), pursuant to a Trust Agreement dated as of October 1, 1997, with the City of Campbell Successor Agency (the "**Successor Agency**") and U.S. Bank, National Association, as successor trustee, for the purpose of (i) refunding on an advance basis all of the remaining undefeased portion of the City's outstanding Certificates of Participation (Civic Center Project) executed and delivered in November 1991 and (ii) funding street capital improvements in the City

2. The City previously caused the execution and delivery of its 2002 Refunding Certificates of Participation (Civic Center Project), pursuant to a Trust Agreement, dated as of July 1, 2002, with the Successor Agency, and the U.S. Bank National Association, as successor trustee in the aggregate initial principal amount of \$11,930,843.30 (the "**2002 Certificates**"), a portion of which are current interest certificates and a portion of which are capital appreciation certificates, for the purpose of (i) refunding on a current basis all of the City's outstanding 1993 Certificates of Participation (Civic Center Project) executed and delivered in November 1993, (ii) funding capital improvements in the City, and (iii) providing for a reserve fund and paying the costs of issuance of the 2002 Certificates.

3. The Successor Agency expects to issue its City of Campbell Successor Agency 2016 Tax Allocation Refunding Bonds, pursuant to a Trust Agreement, dated as of July 1, 2002, with the Successor Agency, and the U.S. Bank National Association, as successor trustee, in order to refinance (i) certain of its outstanding bonds and (ii) an obligation to repay an advance (the "**Successor Agency Repayment Obligation**") made by the City of Campbell to the Successor Agency, pursuant to a Third Amended and Restated Indebtedness Agreement, dated as of July 1, 2002, by and between the City and the Successor Agency, which repayments are payable directly to (A) U.S. Bank National Association, as trustee with respect to the 1997 Certificates and (B) U.S. Bank National Association, as trustee with respect to the 2002 Certificates.

4. The Successor Agency Repayment Obligation only includes a portion of the 1997 Certificates and the 2002 Certificates

5. The City is proceeding to prepay the portion of its outstanding 1997 Certificates and the portion of its outstanding 2002 Certificates not included in the Successor Agency Repayment Obligation (not including the capital appreciation 2002

Certificates, which are not subject to prepayment prior to maturity, the "**Prior Certificates**").

6. To that end, the City has leased the real property constituting its _____, as more particularly described in Appendix A attached hereto and by this reference incorporated herein (the "**Leased Property**"), to the Authority under a Site Lease dated as of _____ 1, 2016, which has been recorded concurrently herewith (the "**Site Lease**"), in consideration of the payment by the Authority of an upfront rental payment (the "**Site Lease Payment**") which is sufficient to provide funds for the prepayment of the Prior Certificates.

7. The Authority has authorized the issuance of its Campbell Joint Public Finance Authority 2016 Refunding Lease Revenue Bonds in the aggregate principal amount of \$_____ (the "**Bonds**") under an Indenture of Trust dated as of _____ 1, 2016 (the "**Indenture**"), between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the "**Trustee**"), for the purpose of providing the funds to enable the Authority to pay the Site Lease Payment to the City in accordance with the Site Lease.

8. In order to provide revenues which are sufficient to enable the Authority to pay debt service on the Bonds, the Authority has agreed to lease the Leased Property back to the City under this Lease under which the City agrees to pay semiannual Lease Payments as the rental for the Leased Property.

9. The lease payments made by the City under this Lease have been assigned by the Authority to the Trustee for the security of the Bonds under an Assignment Agreement dated as of _____ 1, 2016, between the Authority, as assignor and the Trustee, as assignee, which has been recorded concurrently herewith.

10. The City and the Authority have found and determined that all acts and proceedings required by law necessary to make this Lease, when executed by the City and the Authority, the valid, binding and legal obligations of the City and the Authority, and to constitute this Lease a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of this Lease have been in all respects duly authorized.

A G R E E M E N T :

In consideration of the material covenants contained in this Lease, the parties hereto hereby formally covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS; RULES OF INTERPRETATION

SECTION 1.1. *Definitions.* Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms in this Lease have the respective meanings given them in the Indenture.

SECTION 1.2. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular includes the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and includes the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Lease; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II

COVENANTS, REPRESENTATIONS AND WARRANTIES

SECTION 2.1. *Covenants, Representations and Warranties of the City.* The City makes the following covenants, representations and warranties to the Authority, the Trustee as of the date of the execution and delivery of this Lease:

- (a) Due Organization and Existence. The City is a general law city and municipal corporation duly organized and validly existing under the Constitution and laws of the State of California, has full legal right, power and authority under the laws of the State of California to enter into the Site Lease and this Lease and to carry out and consummate all transactions contemplated hereby, and by proper action the City has duly authorized the execution and delivery of the Site Lease and this Lease.
- (b) Due Execution. The representatives of the City executing the Site Lease and this Lease have been fully authorized to execute the same under a resolution duly adopted by the City Council of the City.
- (c) Valid, Binding and Enforceable Obligations. The Site Lease and this Lease have been duly authorized, executed and delivered by the City and constitute the legal, valid and binding obligations of the

City enforceable against the City in accordance with their respective terms.

- (d) No Conflicts. The execution and delivery of the Site Lease and this Lease, the consummation of the transactions therein and herein contemplated and the fulfillment of or compliance with the terms and conditions thereof and hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the City is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site Lease and this Lease or the financial condition, assets, properties or operations of the City.
- (e) Consents and Approvals. No consent or approval of any trustee or holder of any indebtedness of the City or of the voters of the City, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of the Site Lease and this Lease, or the consummation of any transaction therein and herein contemplated, except as have been obtained or made and as are in full force and effect.
- (f) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the City after reasonable investigation, threatened against or affecting the City or the assets, properties or operations of the City which, if determined adversely to the City or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Site Lease and this Lease, or upon the financial condition, assets, properties or operations of the City, and the City is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site Lease and this Lease or the financial conditions, assets, properties or operations of the City.

SECTION 2.2. *Covenants, Representations and Warranties of the Authority*. The Authority makes the following covenants, representations and warranties to the City, the Trustee as of the date of the execution and delivery of this Lease:

- (a) Due Organization and Existence. The Authority is a joint exercise of powers authority duly organized and existing under a joint powers agreement and the laws of the State of California; has power to enter into this Lease, the Site Lease, the Assignment Agreement and the Indenture; is possessed of full power to own and hold, improve and equip real and personal property, and to lease the same; and has duly authorized the execution and delivery of each of the aforesaid agreements and such agreements constitute the legal, valid and binding obligations of the Authority, enforceable against the Authority in accordance with their respective terms.
- (b) Due Execution. The representatives of the Authority executing this Lease, the Site Lease, the Assignment Agreement and the Indenture are fully authorized to execute the same pursuant to official action taken by the governing body of the Authority.
- (c) Valid, Binding and Enforceable Obligations. This Lease, the Site Lease, the Assignment Agreement and the Indenture have been duly authorized, executed and delivered by the Authority and constitute the legal, valid and binding agreements of the Authority, enforceable against the Authority in accordance with their respective terms.
- (d) No Conflicts. The execution and delivery of this Lease, the Site Lease, the Assignment Agreement and the Indenture, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the Authority is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Authority, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Lease, the Site Lease, the Assignment Agreement and the Indenture or the financial condition, assets, properties or operations of the Authority.
- (e) Consents and Approvals. No consent or approval of any trustee or holder of any indebtedness of the Authority, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Lease, the Site Lease, the Assignment Agreement or the Indenture, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

- (f) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the Authority after reasonable investigation, threatened against or affecting the Authority or the assets, properties or operations of the Authority which, if determined adversely to the Authority or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of this Lease, the Site Lease, the Assignment Agreement or the Indenture, or upon the financial condition, assets, properties or operations of the Authority, and the Authority is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Lease, the Site Lease, the Assignment Agreement or the Indenture or the financial conditions, assets, properties or operations of the Authority.

ARTICLE III

DEPOSIT AND APPLICATION OF FUNDS; SUBSTITUTION AND RELEASE OF PROPERTY

SECTION 3.1. *Deposit of Moneys.* On the Closing Date, the Authority will cause the proceeds of sale of the Bonds to be deposited with the Trustee. The Trustee shall deposit such proceeds in accordance with Section 3.02 of the Indenture.

SECTION 3.2. *Substitution of Property.* The City has the option at any time and from time to time, to substitute other real property (the "**Substitute Property**") for the Leased Property or any portion thereof (the "**Former Property**"), upon satisfaction of all of the following requirements which are hereby declared to be conditions precedent to such substitution:

- (a) No Event of Default has occurred and is continuing.
- (b) The City has filed with the Authority and the Trustee, and caused to be recorded in the office of the Santa Clara County Recorder sufficient memorialization of, an amendment hereof which adds the legal description of the Substitute Property to Appendix A and deletes therefrom the legal description of the Former Property.
- (c) The City has obtained a CLTA policy of title insurance insuring the City's leasehold estate hereunder in the Substitute Property, subject only to Permitted Encumbrances, in an amount at least equal to the estimated value thereof.

- (d) The City has certified in writing to the Authority and the Trustee that the Substitute Property serves the municipal purposes of the City and constitutes property which the City is permitted to lease under the laws of the State of California, and has been determined to be essential to the proper, efficient and economic operation of the City and to serve an essential governmental function of the City.
- (e) The Substitute Property does not cause the City to violate any of its covenants, representations and warranties made herein.
- (g) The City has filed with the Authority and the Trustee a written certificate of the City or other written evidencing stating that the useful life of the Substitute Property at least extends to October 1, _____, that the estimated value of the Leased Property, after substitution of the Substitute Property and release of the Former Property, is at least equal to the aggregate Outstanding principal amount of the Bonds, and the fair rental value of the Leased Property, after substitution of the Substitute Property and release of the Former Property, is at least equal to the Lease Payments thereafter coming due and payable hereunder.
- (h) The City has mailed written notice of such substitution to each rating agency which then maintains a rating on the Bonds.

Upon the satisfaction of all such conditions precedent, the Term of this Lease will thereupon end as to the Former Property and commence as to the Substitute Property, and all references to the Former Property will apply with full force and effect to the Substitute Property. The City is not entitled to any reduction, diminution, extension or other modification of the Lease Payments whatsoever as a result of any substitution of property under this Section. The Authority and the City will execute, deliver and cause to be recorded all documents required to discharge the Site Lease, this Lease and the Assignment Agreement of record against the Former Property and to cause the Substitute Property to become subject to all of the terms and conditions of the Site Lease, this Lease and the Assignment Agreement.

SECTION 3.3. *Release of Property.* The City has the option at any time and from time to time to release any portion of the Leased Property from this Lease (the "**Released Property**") provided that the City has satisfied all of the following requirements which are hereby declared to be conditions precedent to such release:

- (a) No Event of Default has occurred and is continuing.
- (b) The City has filed with the Authority and the Trustee, and caused to be recorded in the office of the Santa Clara County Recorder sufficient memorialization of, an amendment hereof which removes the Released Property from the Site Lease and this Lease.
- (c) The City has certified in writing to the Authority and the Trustee that the value of the property which remains subject to this Lease following such release is at least equal to the aggregate Outstanding principal amount of the Bonds, and the fair rental value

of the property which remains subject to this Lease following such release is at least equal to the Lease Payments thereafter coming due and payable hereunder.

- (d) The City has mailed written notice of such release to each rating agency which then maintains a rating on the Bonds.

Upon the satisfaction of all such conditions precedent, the Term of this Lease will thereupon end as to the Released Property. The City is not entitled to any reduction, diminution, extension or other modification of the Lease Payments whatsoever as a result of such release. The Authority and the City shall execute, deliver and cause to be recorded all documents required to discharge the Site Lease, this Lease and the Assignment Agreement of record against the Released Property.

ARTICLE IV

LEASE OF LEASED PROPERTY; TERM OF THIS LEASE; LEASE PAYMENTS

SECTION 4.1. *Lease of Leased Property.* The Authority hereby leases the Leased Property to the City and the City hereby leases the Leased Property from the Authority, upon the terms and conditions set forth in this Lease.

SECTION 4.2. *Term.* The Term of this Lease commences on the Closing Date and ends on the date on which the Indenture is discharged in accordance with Section 10.03 thereof, but under any circumstances not later than October 1, 20___. The provisions of this Section are subject to the provisions of Section 6.2 relating to the taking in eminent domain of the Leased Property in whole or in part.

SECTION 4.3. *Lease Payments.*

(a) Obligation to Pay. Subject to the provisions of Sections 6.2 and 6.3 and the provisions of Article IX, the City agrees to pay to the Authority, its successors and assigns, the Lease Payments in the respective amounts specified in Appendix B attached to this Lease, to be due and payable in immediately available funds on the Interest Payment Dates immediately following each of the respective Lease Payment Dates specified in Appendix B, and to be deposited by the City with the Trustee on each of the Lease Payment Dates specified in Appendix B. Any amount held in the Bond Fund, the Interest Account and the Principal Account on any Lease Payment Date (other than amounts resulting from the prepayment of the Lease Payments in part but not in whole under Article IX, and amounts required for payment of past due principal or interest on any Bonds not presented for payment) will be credited towards the Lease Payment then required to be paid hereunder. The City is not required to deposit any Lease Payment with the Trustee on any Lease Payment Date if the amounts then held in the Bond Fund, the Interest Account and the Principal Account are at least equal to the Lease Payment then required to be deposited with the Trustee. The Lease Payments payable in any Rental Period are for the use of the Leased Property during that Rental Period.

(b) Effect of Prepayment. If the City prepays all Lease Payments in full under Sections 9.2 or 9.3, the City's obligations under this Section will thereupon cease and terminate. If the City prepays the Lease Payments in part but not in whole under Sections 9.2 or 9.3, the principal components of the remaining Lease Payments will be reduced in integral multiples of \$5,000 among Lease Payment Dates on a basis which corresponds to the principal maturities of the Bonds which are redeemed thereby; and the interest component of each remaining Lease Payment will be reduced by the aggregate corresponding amount of interest which would otherwise be payable with respect to the Bonds thereby redeemed under Section 4.01 of the Indenture.

(c) Rate on Overdue Payments. If the City fails to make any of the payments required in this Section, the payment in default will continue as an obligation of the City until the amount in default has been fully paid, and the City agrees to pay the same with interest thereon, from the date of default to the date of payment at the highest rate of interest on any Outstanding Bond.

(d) Fair Rental Value. The aggregate amount of the Lease Payments and Additional Rental Payments coming due and payable during each Rental Period constitute the total rental for the Leased Property for such Rental Period, and are payable by the City in each Rental Period for and in consideration of the right of the use and occupancy of, and the continued quiet use and enjoyment of the Leased Property during each Rental Period. The parties hereto have agreed and determined that the total Lease Payments represent the fair rental value of the Leased Property. In making that determination, consideration has been given to the estimated value of the Leased Property, other obligations of the City and the Authority under this Lease, the uses and purposes which may be served by the Leased Property and the benefits therefrom which will accrue to the City and the general public.

(e) Assignment. The City understands and agrees that all Lease Payments have been assigned by the Authority to the Trustee in trust, under the Assignment Agreement, for the benefit of the Owners of the Bonds, and the City hereby assents to such assignment. The Authority hereby directs the City, and the City hereby agrees to pay to the Trustee at its Office, all payments payable by the City under this Section and all amounts payable by the City under Article IX.

SECTION 4.4. *Source of Payments; Covenant to Budget and Appropriate.* The Lease Payments are payable from any source of available funds of the City, subject to the provisions of Section 6.3. The City covenants to take all actions required to include the Lease Payments in each of its budgets during the Term of this Lease and to make the necessary appropriations for all Lease Payments and Additional Rental Payments. The foregoing covenant of the City contained constitutes a duty imposed by law and each and every public official of the City is required to take all actions required by law in the performance of the official duty of such officials to enable the City to carry out and perform the covenants and agreements in this Lease agreed to be carried out and performed by the City.

SECTION 4.5. *Additional Rental Payments.* In addition to the Lease Payments, the City shall pay when due the following amounts of Additional Rental Payments in consideration of the lease of the Leased Property by the City from the Authority hereunder:

- (a) all fees and expenses incurred by the Authority in connection with or by reason of its leasehold estate in the Leased Property, when due,
- (b) all reasonable compensation to the Trustee for all services rendered under the Indenture and for all reasonable expenses, charges, costs, liabilities, legal fees and other disbursements incurred in and about the performance of its powers and duties under the Indenture,
- (c) the reasonable fees and expenses of such accountants, consultants, attorneys and other experts as may be engaged by the Authority or the Trustee to prepare audits, financial statements, reports, opinions or provide such other services required under this Lease or the Indenture,
- (d) amounts coming due and payable as Excess Investment Earnings in accordance with Section 7.6(e), and
- (e) the reasonable out-of-pocket expenses of the Authority in connection with the execution and delivery of this Lease or the Indenture, or in connection with the issuance of the Bonds, including but not limited to any and all expenses incurred in connection with the authorization, sale and delivery of the Bonds, or incurred by the Authority in connection with any litigation which may at any time be instituted involving this Lease, the Bonds, the Indenture or any of the other documents contemplated hereby or thereby, or otherwise incurred in connection with the administration of this Lease.

SECTION 4.6. *Quiet Enjoyment.* Throughout the Term of this Lease, the Authority shall provide the City with quiet use and enjoyment of the Leased Property and the City will peaceably and quietly have and hold and enjoy the Leased Property, without suit, trouble or hindrance from the Authority, except as expressly set forth in this Lease. The Authority will, at the request of the City and at the City's cost, join in any legal action in which the City asserts its right to such possession and enjoyment to the extent the Authority may lawfully do so. Notwithstanding the foregoing, the Authority has the right to inspect the Leased Property as provided in Section 7.2.

SECTION 4.7. *Title.* Upon the termination of this Lease (other than under Section 8.2(b) hereof), all right, title and interest of the Authority in and to the Leased Property transfers to and vests in the City. The Authority shall take any and all steps and execute and record any and all documents reasonably required by the City to consummate any such transfer of title.

ARTICLE V

MAINTENANCE; TAXES; INSURANCE; AND OTHER MATTERS

SECTION 5.1. *Maintenance, Utilities, Taxes and Assessments.* Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all improvement, repair and maintenance of the Leased Property are the responsibility of the City, and the City will pay for or otherwise arrange for the payment of all utility services supplied to the Leased Property, which may include, without limitation, janitor service, security, power, gas, telephone, light, heating, water and all other utility services, and will pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property resulting from ordinary wear and tear or want of care on the part of the City or any assignee or sublessee thereof. In exchange for the Lease Payments herein provided, the Authority agrees to provide only the Leased Property. The City waives the benefits of subsections 1 and 2 of Section 1932, Section 1933(4) and Sections 1941 and 1942 of the California Civil Code, but such waiver does not limit any of the rights of the City under the terms of this Lease.

The City shall also pay or cause to be paid all taxes and assessments of any type or nature, if any, charged to the Authority or the City affecting the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the City shall pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

The City may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Authority notifies the City that, in its reasonable opinion, by nonpayment of any such items the interest of the Authority in the Leased Property will be materially endangered or the Leased Property or any part thereof will be subject to loss or forfeiture, in which event the City shall promptly pay such taxes, assessments or charges or provide the Authority with full security against any loss which may result from nonpayment, in form satisfactory to the Authority and the Trustee.

SECTION 5.2. *Modification of Leased Property.* The City has the right, at its own expense, to make additions, modifications and improvements to the Leased Property or any portion thereof. All additions, modifications and improvements to the Leased Property will thereafter comprise part of the Leased Property and become subject to the provisions of this Lease. Such additions, modifications and improvements may not in any way damage the Leased Property, or cause the Leased Property to be used for purposes other than those authorized under the provisions of state and federal law; and the Leased Property, upon completion of any additions, modifications and improvements made thereto under this Section, must be of a value which is not substantially less than the value thereof immediately prior to the making of such additions, modifications and improvements. The City will not permit any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any remodeling, additions, modifications, improvements, repairs, renewals or replacements made by the City under this Section; except that if any such lien is established and the City first notifies or causes to be notified the Authority of the City's

intention to do so, the City may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Authority with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Authority. The Authority will cooperate fully in any such contest, upon the request and at the expense of the City.

SECTION 5.3. *Liability and Property Damage Insurance.* The City shall maintain or cause to be maintained throughout the Term of this Lease, but only if and to the extent available from reputable insurers at reasonable cost in the reasonable opinion of the City, a standard commercial general liability insurance policy or policies in protection of the Authority, the City, and their respective members, officers, agents, employees and assigns. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Leased Property. Such policy or policies shall provide coverage in such liability limits and be subject to such deductibles as the City deems adequate and prudent. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City, and may be maintained in whole or in part in the form of self-insurance by the City, subject to the provisions of Section 5.7, or in the form of the participation by the City in a joint powers agency or other program providing pooled insurance. The proceeds of such liability insurance must be applied toward extinguishment or satisfaction of the liability with respect to which paid.

SECTION 5.4. *Casualty Insurance.* The City shall procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease, casualty insurance against loss or damage to all buildings situated on the Leased Property, in an amount at least equal to the lesser of (a) 100% of the replacement value of the insured buildings, or (b) 100% of the aggregate principal amount of the Outstanding Bonds. Such insurance must, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance, and must include earthquake insurance if available at reasonable cost from reputable insurers in the judgment of the City. Such insurance may be subject to such deductibles as the City deems adequate and prudent. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City, and may be maintained in whole or in part in the form of the participation by the City in a joint powers agency or other program providing pooled insurance; provided that such insurance may not be maintained by the City in the form of self-insurance. The Net Proceeds of such insurance must be applied as provided in Section 6.1.

SECTION 5.5. *Rental Interruption Insurance.* The City shall procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease, rental interruption or use and occupancy insurance to cover loss, total or partial, of the use of any portion of the Leased Property constituting buildings or other improvements as a result of any of the hazards covered in the insurance required by Section 5.4, in an amount at least equal to the maximum such Lease Payments coming due and payable during any consecutive two Fiscal Years. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City, and may be maintained in whole or in part in the form of the participation by the City in a joint powers agency or other program providing pooled insurance; provided that such insurance may

not be maintained by the City in the form of self-insurance. The Net Proceeds of such insurance, if any, must be paid to the Trustee and deposited in the Bond Fund, to be applied as a credit towards the payment of the Lease Payments allocable to the insured improvements as the same become due and payable.

SECTION 5.6. *Recordation Hereof; Title Insurance.* On or before the Closing Date the City shall, at its expense, (a) cause the Site Lease, the Assignment Agreement and this Lease, or a memorandum hereof or thereof in form and substance approved by Bond Counsel, to be recorded in the office of the Santa Clara County Recorder, and (b) obtain a CLTA title insurance policy insuring the City's leasehold estate hereunder in the Leased Property, subject only to Permitted Encumbrances, in an amount at least equal to the aggregate principal amount of the Bonds. All Net Proceeds received under any such title insurance policy must be deposited with the Trustee in the Bond Fund to be credited towards the prepayment of the remaining Lease Payments under Section 9.3.

SECTION 5.7. *Insurance Net Proceeds; Form of Policies.* Each policy of insurance maintained under Sections 5.4, 5.5 and 5.6 must name the Trustee as loss payee so as to provide that all proceeds thereunder are payable to the Trustee. The City shall pay or cause to be paid when due the premiums for all insurance policies required by this Lease. All such policies shall provide that the Trustee is given 30 days' notice of each expiration, any intended cancellation thereof or reduction of the coverage provided thereby. The City must file with the Trustee annually, within 90 days following the close of each Fiscal Year, a certificate of the City stating that all policies of insurance required hereunder are then in full force and effect. The Trustee has no responsibility for the sufficiency, adequacy or amount of any insurance or self-insurance herein required and is fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss.

If any insurance maintained under Section 5.3 is provided in the form of self-insurance, the City must file with the Trustee annually, within 90 days following the close of each Fiscal Year, a statement of the risk manager of the City or an independent insurance adviser engaged by the City identifying the extent of such self-insurance and stating the determination that the City maintains sufficient reserves with respect thereto. If any such insurance is provided in the form of self-insurance by the City, the City has no obligation to make any payment with respect to any insured event except from those reserves.

SECTION 5.8. *Installation of City's Personal Property.* The City may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed other items of equipment or other personal property in or upon the Leased Property. All such items shall remain the sole property of the City, in which neither the Authority nor the Trustee has any interest, and may be modified or removed by the City at any time, provided that the City must repair all damage to the Leased Property resulting from the installation, modification or removal of any such items. Nothing in this Lease prevents the City from purchasing or leasing items to be installed under this Section under a lease or conditional sale agreement, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, so long as no such lien or security interest attaches to any part of the Leased Property.

SECTION 5.9. *Liens.* The City may not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on

or with respect to the Leased Property, other than as herein contemplated and except for such encumbrances as the City certifies in writing to the Trustee do not materially and adversely affect the leasehold estate of the City in the Leased Property hereunder. If any such mortgage, pledge, lien, charge, encumbrance or claim does materially and adversely affect the leasehold estate of the City in the Leased Property hereunder, the City will promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim, for which it is responsible; provided that the City is not required to do so prior to the time when such mortgage, pledge, lien, charge, encumbrance or claim actually causes such material adverse effect. The City will reimburse the Authority for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

SECTION 5.10. *Advances.* If the City fails to perform any of its obligations under this Article V, the Authority may (but is not required to) take such action as it deems necessary to cure such failure, including the advancement of money, and the City shall repay all such advances as Additional Rental Payments hereunder, with interest at the rate set forth in Section 4.3(c).

ARTICLE VI

DAMAGE, DESTRUCTION AND EMINENT DOMAIN; USE OF NET PROCEEDS

SECTION 6.1. *Application of Net Proceeds.* The Trustee, as assignee of the Authority under the Assignment Agreement, has the right to receive all Net Proceeds. As provided in the Indenture, the Trustee will deposit all Net Proceeds in the Insurance and Condemnation Fund to be applied as set forth in Section 5.07 of the Indenture.

SECTION 6.2. *Termination or Abatement Due to Eminent Domain.* If the Leased Property is taken permanently under the power of eminent domain or sold to a government threatening to exercise the power of eminent domain, the Term of this Lease thereupon ceases as of the day possession is taken. If less than all of the Leased Property is taken permanently, or if the Leased Property is taken temporarily, under the power of eminent domain, then:

- (a) this Lease shall continue in full force and effect with respect thereto and does not terminate by virtue of such taking, and the parties waive the benefit of any law to the contrary; and
- (b) the Lease Payments are subject to abatement in an amount determined by the City such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portions of the Leased Property.

SECTION 6.3. *Abatement Due to Damage or Destruction.* The Lease Payments are subject to abatement during any period in which by reason of damage or destruction (other than by eminent domain which is hereinbefore provided for) there is substantial interference with the use and occupancy by the City of the Leased Property or any

portion thereof. The Lease Payments are subject to abatement in an amount determined by the City such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portions of the Leased Property not damaged or destroyed. Such abatement will continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction. In the event of any such damage or destruction, this Lease continues in full force and effect and the City waives any right to terminate this Lease by virtue of any such damage and destruction.

ARTICLE VII

OTHER COVENANTS OF THE CITY

SECTION 7.1. *Disclaimer of Warranties.* THE AUTHORITY AND THE TRUSTEE MAKE NO AGREEMENT, WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE CITY OF THE LEASED PROPERTY OR ANY PORTION THEREOF, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED PROPERTY OR ANY PORTION THEREOF. THE CITY ACKNOWLEDGES THAT THE AUTHORITY IS NOT A MANUFACTURER OF ANY PORTION OF THE LEASED PROPERTY OR A DEALER THEREIN, THAT THE CITY LEASES THE LEASED PROPERTY AS-IS, IT BEING AGREED THAT ALL OF THE AFOREMENTIONED RISKS ARE TO BE BORNE BY THE CITY. The Authority has no liability for incidental, indirect, special or consequential damages, in connection with or arising out of this Lease for the existence, furnishing, functioning or use of the Leased Property by the City.

SECTION 7.2. *Access to the Leased Property.* The City agrees that the Authority and any Authorized Representative of the Authority, and the Authority's successors or assigns, have the right at all reasonable times to enter upon and to examine and inspect the Leased Property or any part thereof. The City further agrees that the Authority, any Authority Representative and the Authority's successors or assigns may have such rights of access to the Leased Property or any component thereof as reasonably necessary to cause the proper maintenance of the Leased Property if the City fails to perform its obligations hereunder; *provided, however*, that neither the Authority nor any of its assigns has any obligation to cause such proper maintenance.

SECTION 7.3. *Release and Indemnification Covenants.* The City agrees to indemnify the Authority, the Trustee and their respective officers, agents, successors and assigns, against all claims, losses and damages, including legal fees and expenses, arising out of any of the following:

- (a) the use, maintenance, condition or management of, or from any work or thing done on the Leased Property by the City,
- (b) any breach or default on the part of the City in the performance of any of its obligations under this Lease,

- (c) any negligence or willful misconduct of the City or of any of its agents, contractors, servants, employees or licensees with respect to the Leased Property,
- (d) any intentional misconduct or negligence of any sublessee of the City with respect to the Leased Property,
- (e) the acquisition, construction, improvement and equipping of the Leased Property, or the authorization of payment of the costs thereof, or
- (f) the acceptance and performance of the duties of the Trustee under the Indenture and under this Lease.

No indemnification is made under this Section or elsewhere in this Lease for willful misconduct or negligence under this Lease by the Authority, the Trustee or their respective officers, agents, employees, successors or assigns.

SECTION 7.4. *Assignment and Subleasing by the City.* The City may sublease the Leased Property, or any portion thereof, subject to all of the following conditions:

- (a) this Lease and the obligation of the City to make Lease Payments hereunder must remain obligations of the City;
- (b) the City must, within 30 days after the delivery thereof, furnish or cause to be furnished to the Authority and the Trustee a true and complete copy of such sublease;
- (c) no such sublease by the City may cause the Leased Property to be used for a purpose which is not authorized under the provisions of the laws of the State of California; and
- (d) the City must furnish to the Authority and the Trustee a written opinion of Bond Counsel stating that such sublease does not cause the interest on the Bonds to become included in gross income for purposes of federal income taxation or to become subject to personal income taxation by the State of California.

SECTION 7.5. *Amendment Hereof.* The Authority and the City may at any time amend or modify any of the provisions of this Lease, but only: (a) with the prior written consents of the Owners of a majority in aggregate principal amount of the Outstanding Bonds; or (b) without the consent of the Trustee or any of the Bond Owners, but only if such amendment or modification is for any one or more of the following purposes:

- (i) to add to the covenants and agreements of the City contained in this Lease, other covenants and agreements thereafter to be observed, or to limit or surrender any rights or power herein reserved to or conferred upon the City;
- (ii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision

contained herein, to conform to the original intention of the City and the Authority;

- (iii) to modify, amend or supplement this Lease in such manner as to assure that the interest on the Bonds remains excluded from gross income under the Tax Code;
- (iv) to amend the description of the Leased Property to reflect accurately the property originally intended to be included therein, or in connection with any substitution or release of property under Sections 3.2 or 3.3;
- (v) to obligate the City to pay additional amounts of rental for the use and occupancy of the Leased Property, but only if (A) such additional amounts of rental are pledged or assigned for the payment of any bonds, notes, leases or other obligations the proceeds of which are applied to finance or refinance the acquisition or construction of any real or personal property for which the City is authorized to expend funds subject to its control, (B) the City has obtained and filed with the Trustee an appraisal showing that the appraised value of the Leased Property is at least equal to the aggregate principal amount of the Outstanding Bonds and all such other bonds, notes, leases or other obligations, and (C) the City has filed with the Trustee written evidence that the amendments made under this clause (v) will not of themselves cause a reduction or withdrawal of any rating then assigned to the Bonds; or
- (vi) in any other respect whatsoever as the Authority and the City deem necessary or desirable, if in the opinion of Bond Counsel such modifications or amendments do not materially adversely affect the interests of the Owners of the Bonds.

No such modification or amendment may (a) extend or have the effect of extending any Lease Payment Date or reducing any Lease Payment or any premium payable upon the prepayment thereof, without the express consent of the Owners of the affected Bonds, or (b) modify any of the rights or obligations of the Trustee without its written assent thereto.

SECTION 7.6. *Tax Covenants.*

(a) Private Business Use Limitation. The City shall assure that the proceeds of the Bonds are not used in a manner which would cause the Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The City may not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The City may not take, or permit or suffer to be taken by the Trustee or otherwise, any action with respect to the proceeds of the Bonds or of any

other obligations which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date, would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Tax Code.

(d) Maintenance of Tax Exemption. The City shall take all actions necessary to assure the exclusion of interest on the Bonds from the gross income of the Owners of the Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Rebate of Excess Investment Earnings to United States. The City shall calculate or cause to be calculated the Excess Investment Earnings in all respects at the times and in the manner required under the Tax Code. The City shall pay the full amount of Excess Investment Earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code. Such payments shall be made by the City from any source of legally available funds of the City, and shall constitute Additional Rental Payments hereunder.

The City shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Bonds, records of the determinations made under this subsection (e). In order to provide for the administration of this subsection (e), the City may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the City may deem appropriate. The Trustee has no duty or obligation to monitor or enforce compliance by the City of any of the requirements under this subsection (e).

SECTION 7.7. Continuing Disclosure. The City shall comply with and carry out all of the provisions of the Continuing Disclosure Certificate executed by the City as of the Closing Date, as originally executed and as it may be amended from time to time in accordance with its terms. Notwithstanding any other provision of this Lease, failure of the City to comply with such Continuing Disclosure Certificate will not constitute an Event of Default, although any Participating Underwriter (as that term is defined in such Continuing Disclosure Certificate) or any Owner or beneficial owner of the Bonds may take such actions as may be necessary and appropriate to compel performance by the City of its obligations under this Section, including seeking mandate or specific performance by court order.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

SECTION 8.1. *Events of Default Defined.* Any one or more of the following events constitute an Event of Default hereunder:

- (a) Failure by the City to pay any Lease Payment or other payment required to be paid hereunder at the time specified herein.
- (b) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in the preceding subsection (a), for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Authority or the Trustee. If in the reasonable opinion of the City the failure stated in the notice can be corrected, but not within such 30-day period, the failure will not constitute an Event of Default if the City commences to cure the failure within such 30-day period and thereafter diligently and in good faith cures the failure in a reasonable period of time.
- (c) The filing by the City of a voluntary petition in bankruptcy, or failure by the City promptly to lift any execution, garnishment or attachment, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

SECTION 8.2. *Remedies on Default.* Whenever any Event of Default has happened and is continuing, the Authority may exercise any and all remedies available under law or granted under this Lease. Notwithstanding anything herein or in the Indenture to the contrary, neither the Authority nor the Trustee may accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable. Each covenant hereof to be kept and performed by the City is expressly made a condition and upon the breach thereof the Authority may exercise any and all rights granted hereunder; except that no termination of this Lease may be effected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided. Upon the occurrence and during the continuance of any Event of Default, the Authority may exercise each and every one of the following remedies, subject in all respects to the limitations set forth in Section 8.3.

- (a) Enforcement of Payments Without Termination. If the Authority does not elect to terminate this Lease in the manner hereinafter provided for in subparagraph (b) hereof, the City agrees to and shall remain liable for the payment of all Lease Payments and the performance of all conditions herein contained and shall reimburse the Authority for any deficiency arising out of the re-leasing of the Leased Property, or, if the Authority is unable to re-lease the

Leased Property, then for the full amount of all Lease Payments to the end of the Term of this Lease, but said Lease Payments and/or deficiency shall be payable only at the same time and in the same manner as hereinabove provided for the payment of Lease Payments hereunder, notwithstanding such entry or re-entry by the Authority or any suit in unlawful detainer, or otherwise, brought by the Authority for the purpose of effecting such re-entry or obtaining possession of the Leased Property or the exercise of any other remedy by the Authority. The City hereby irrevocably appoints the Authority as the agent and attorney-in-fact of the City to enter upon and re-lease the Leased Property upon the occurrence and continuation of an Event of Default and to remove all personal property whatsoever situated upon the Leased Property, to place the Leased Property in storage or other suitable place in the County of Santa Clara for the account of and at the expense of the City, and the City hereby exempts and agrees to save harmless the Authority from any costs, loss or damage whatsoever arising or occasioned by any such entry upon and re-leasing of the Leased Property and the removal and storage of the Leased Property by the Authority or its duly authorized agents in accordance with the provisions herein contained. The City agrees that the terms of this Lease constitute full and sufficient notice of the right of the Authority to re-lease the Leased Property in the event of such re-entry without effecting a surrender of this Lease, and further agrees that no acts of the Authority in effecting such re-leasing shall constitute a surrender or termination of this Lease irrespective of the term for which such re-leasing is made or the terms and conditions of such re-leasing, or otherwise, but that, on the contrary, in the event of such default by the City the right to terminate this Lease shall vest in the Authority to be effected in the sole and exclusive manner hereinafter provided for in subparagraph (b) hereof. The City agrees to surrender and quit possession of the Leased Property upon demand of the Authority for the purpose of enabling the Leased Property to be re-let under this paragraph, and the City further waives the right to any rental obtained by the Authority in excess of the Lease Payments and hereby conveys and releases such excess to the Authority as compensation to the Authority for its services in re-leasing the Leased Property.

- (b) Termination of Lease. If an Event of Default occurs and is continuing hereunder, the Authority at its option may terminate this Lease and re-lease all or any portion of the Leased Property. If the Authority terminates this Lease at its option and in the manner hereinafter provided on account of default by the City (and notwithstanding any re-entry upon the Leased Property by the Authority in any manner whatsoever or the re-leasing of the Leased Property), the City nevertheless agrees to pay to the Authority all costs, loss or damages howsoever arising or occurring payable at the same time and in the same manner as is herein provided in the case of payment of Lease Payments and Additional Rental Payments. Any surplus received by the Authority from such re-

leasing shall be deposited in the Bond Fund. Neither notice to pay rent or to deliver up possession of the premises given under law nor any proceeding in unlawful detainer taken by the Authority shall of itself operate to terminate this Lease, and no termination of this Lease on account of default by the City shall be or become effective by operation of law, or otherwise, unless and until the Authority shall have given written notice to the City of the election on the part of the Authority to terminate this Lease. The City covenants and agrees that no surrender of the Leased Property, or of the remainder of the Term hereof or any termination of this Lease shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Authority by such written notice.

- (c) Proceedings at Law or In Equity. If an Event of Default occurs and continues hereunder, the Authority may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

SECTION 8.3. *No Remedy Exclusive.* No remedy herein conferred upon or reserved to the Authority is intended to be exclusive and every such remedy is cumulative and in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default impairs any such right or power or operates as a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article VIII it is not necessary to give any notice, other than as expressly required in this Article VIII or by law.

SECTION 8.4. *Agreement to Pay Attorneys' Fees and Expenses.* If the Authority or the City defaults under any of the provisions of this Lease and the nondefaulting party employs attorneys or incurs other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party will on demand therefor pay to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party; *provided, however,* that the Trustee shall not be required to expend its own funds for any payment described in this Section.

SECTION 8.5. *No Additional Waiver Implied by One Waiver.* If the Authority or the City breaches any agreement in this Lease and thereafter the other party waives the breach, such waiver is limited to the particular breach so waived and does not operate to waive any other breach hereunder.

SECTION 8.6. *Application of Proceeds.* All net proceeds received from the release of the Leased Property under this Article VIII, and all other amounts derived by the Authority or the Trustee as a result of the occurrence of an Event of Default, must be paid to and applied by the Trustee in accordance with Section 7.03 of the Indenture.

SECTION 8.7. *Trustee and Bond Owners to Exercise Rights.* Such rights and remedies as are given to the Authority under this Article VIII have been assigned by the Authority to the Trustee under the Assignment Agreement for the benefit of the Bond

Owners, to which assignment the City hereby consents. The Trustee and the Bond Owners shall exercise such rights and remedies in accordance with the Indenture.

ARTICLE IX

PREPAYMENT OF LEASE PAYMENTS

SECTION 9.1. *Security Deposit.* Notwithstanding any other provision of this Lease, the City may on any date secure the payment of the Lease Payments allocable to the Leased Property in whole or in part by depositing with the Trustee an amount of cash which, together with other available amounts on deposit in the funds and accounts established under the Indenture, is either:

- (a) sufficient to pay such Lease Payments, including the principal and interest components thereof, in accordance with the Lease Payment schedule set forth in Appendix B, or
- (b) invested in whole or in part in non-callable Federal Securities in such amount as will, in the opinion of an independent certified public accountant, (which opinion must be addressed and delivered to the Trustee), together with interest to accrue thereon and together with any cash which is so deposited, be fully sufficient to pay such Lease Payments when due under Section 4.3(a), as the City instructs at the time of said deposit.

If the City makes a security deposit under this Section with respect to all unpaid Lease Payments, and notwithstanding the provisions of Section 4.2, (a) the Term of this Lease will continue, (b) all obligations of the City under this Lease, and all security provided by this Lease for said Lease Payments, will thereupon cease and terminate, excepting only the obligation of the City to make, or cause to be made all of said Lease Payments from such security deposit, and (c) under Section 4.7, title to the Leased Property will vest in the City on the date of said deposit automatically and without further action by the City or the Authority. Said security deposit constitutes a special fund for the payment of Lease Payments in accordance with the provisions of this Lease.

SECTION 9.2. *Optional Prepayment.* The City has the option to prepay the principal components of the Lease Payments in whole, or in part in any integral multiple of \$5,000, from any source of legally available funds, on any date on or after October 1, 2026, at a prepayment price equal to the aggregate principal components of the Lease Payments to be prepaid, together with the interest component of the Lease Payment required to be paid on such Interest Payment Date, and together with a prepayment premium equal to the premium (if any) required to be paid on the resulting redemption of Bonds under Section 4.01(a) of the Indenture. Such prepayment price shall be deposited by the Trustee in the Redemption Fund to be applied to the redemption of Bonds under Section 4.01(a) of the Indenture. The City shall give written notice to the Trustee of its intention to prepay the Lease Payments under this Section in sufficient time to enable the Trustee to give notice of the corresponding redemption of Bonds in accordance with Section 4.03 of the Indenture. .

SECTION 9.3. *Mandatory Prepayment From Net Proceeds of Insurance or Eminent Domain.* The City shall prepay the principal components of the Lease Payments allocable to the Leased Property in whole or in part on any date, from and to the extent of any Net Proceeds of insurance award or eminent domain award with respect to the Leased Property theretofore deposited in the Redemption Fund for that purpose under Article VI hereof and Section 5.07 of the Indenture. Such Net Proceeds, to the extent remaining after payment of any delinquent Lease Payments, will be credited towards the City's obligations under this Section and applied to the corresponding redemption of Bonds under Section 4.01(b) of the Indenture.

SECTION 9.4. *Credit for Amounts on Deposit.* If the principal components of the Lease Payments are prepaid in full under this Article IX, such that the Indenture is discharged by its terms as a result of such prepayment, at the written election of the City filed with the Trustee any or all amounts then on deposit in the Bond Fund (and the accounts therein) will be credited towards the amounts then required to be so prepaid.

ARTICLE X

MISCELLANEOUS

SECTION 10.1. *Notices.* Any notice, request, complaint, demand or other communication under this Lease shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by facsimile transmission or other form of telecommunication, at its number set forth below. Notice shall be effective either (a) upon transmission by facsimile transmission or other form of telecommunication, (b) 48 hours after deposit in the United States of America first class mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The Authority, the City or the Trustee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

*If to the Authority
or the City:*

City of Campbell
70 North First Street
Campbell, California 95008
Attention: City Manager
Fax: _____

If to the Trustee:

The Bank of New York Mellon Trust Company, N.A.

Fax: _____

SECTION 10.2. *Binding Effect.* This Lease inures to the benefit of and binds the Authority, the City and their respective successors and assigns.

SECTION 10.3. *Severability.* If any provision of this Lease is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

SECTION 10.4. *Net-net-net Lease.* This Lease is deemed and construed to be a "net-net-net lease" and the City hereby agrees that the Lease Payments are an absolute net return to the Authority, free and clear of any expenses, charges or set-offs whatsoever.

SECTION 10.5. *Third Party Beneficiary.* The Trustee is hereby made a third party beneficiary hereunder with all rights of a third party beneficiary.

SECTION 10.6. *Further Assurances and Corrective Instruments.* The Authority and the City shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased or intended so to be or for carrying out the expressed intention of this Lease.

SECTION 10.7. *Execution in Counterparts.* This Lease may be executed in several counterparts, each of which is an original and all of which constitute but one and the same instrument.

SECTION 10.8. *Applicable Law.* This Lease is governed by and construed in accordance with the laws of the State of California.

SECTION 10.9. *Authority and City Representatives.* Whenever under the provisions of this Lease the approval of the Authority or the City is required, or the Authority or the City is required to take some action at the request of the other, such approval or such request shall be given for the Authority and for the City by an Authorized Representative thereof, and any party hereto may conclusively rely upon any such approval or request.

SECTION 10.10. *Captions.* The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Section of this Lease.

IN WITNESS WHEREOF, the Authority and the City have caused this Lease to be executed in their respective names by their duly authorized officers, all as of the date first above written.

**CAMPBELL JOINT PUBLIC FINANCE
AUTHORITY, as lessor**

By _____
Executive Director

Attest:

_____ Secretary

CITY OF CAMPBELL, as lessee

By _____
Finance Director

Attest:

City Clerk

APPENDIX A

DESCRIPTION OF THE LEASED PROPERTY

The Leased Property consists of that certain real property situated in the City of Campbell, County of Santa Clara, which is more particularly described as follows:

APPENDIX B

SCHEDULE OF LEASE PAYMENTS

<u>Lease Payment Date*</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Aggregate Lease Payment</u>
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* Lease Payment Dates are the Business Day immediately preceding each date listed in the schedule

ESCROW DEPOSIT AND TRUST AGREEMENT

THIS ESCROW DEPOSIT AND TRUST AGREEMENT (the "Agreement") is dated as of _____ 1, 2016 in connection with the issuance of the City of Campbell Successor Agency 2016 Tax Allocation Refunding Bonds (the "Tax Allocation Bonds") and the Campbell Joint Public Finance Authority 2016 Refunding Lease Revenue Bonds (the "Lease Revenue Bonds" and together with the Tax Allocation Bonds, the "Bonds") and is entered into by and among the CITY OF CAMPBELL, a municipal corporation organized and existing under the laws of the State, the CITY OF CAMPBELL SUCCESSOR AGENCY (herein the "Successor Agency"), a public entity, duly organized and existing under and by virtue of the Constitution and laws of the State of California, the CAMPBELL JOINT PUBLIC FINANCE AUTHORITY (the "Authority"), a joint exercise of powers authority organized and existing under the laws of the State, and U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent (the "Escrow Agent"), a national banking association having a corporate trust office in California.

WITNESSETH:

WHEREAS, the City of Campbell Redevelopment Agency (the "Former Agency") was a public body, corporate and politic, duly established and authorized to transact business and exercise powers under and pursuant to the provisions of the Community Redevelopment Law of the State of California, constituting Part 1 of Division 24 of the Health and Safety Code of the State (as amended, the "Redevelopment Law"); and

WHEREAS, the Former Agency previously issued the 2002 Bonds and the 2005 Bonds, pursuant to the Master Indenture (as defined in Exhibit A), as supplemented, and incurred an obligation to repay the Advancement pursuant to the Indebtedness Agreement (as defined in Exhibit A), which Advancement relates to the 1997 Certificates and a portion of the 2002 Certificates (collectively, the "Prior Obligations;" not including the capital appreciation 2002 Certificates, which will not be prepaid as a result of the prepayment of the Advancement and are not subject to prepayment prior to maturity, the "Covered Prior Obligations"); and

WHEREAS, Assembly Bill x1 26, effective June 29, 2011, together with AB 1484, effective June 27, 2012, codified Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) of Division 24 of the California Health and Safety Code (as amended from time to time, the "Dissolution Act");

WHEREAS, pursuant to Section 34172(a) of the Dissolution Act, the Former Agency has been dissolved and no longer exists as a public body, corporate and politic, and pursuant to Section 34173 of the Dissolution Act, the Successor Agency has become the successor entity to the Former Agency;

WHEREAS, the Successor Agency, by its Resolution No. _____ adopted on _____, 2016 (the "Successor Agency Resolution of Issuance") has authorized the issuance of the Tax Allocation Bonds, and therein determined to use the proceeds of the Tax Allocation Bonds to retire, in advance of their stated maturities, the 2002 Bonds, the 2005 Bonds and the Advancement (which will result in the defeasance and prepayment of a portion of the 1997 Certificates to be prepaid and a portion of the 2002 Certificates to be prepaid), all as described in the Successor Agency Resolution of Issuance; and

WHEREAS, the City, by its Resolution No. _____, and the Authority, by its Resolution No. ____, each adopted on _____, 2016 (collectively, the "Lease Resolutions of Issuance"),

have authorized the issuance of the Lease Revenue Bonds, and therein determined to use the proceeds of the Lease Revenue Bonds to prepay the portion of the 1997 Certificates that is not prepaid as a result of the Advancement and the portion of the 2002 Certificates to be prepaid that will not be prepaid as a result of the prepayment of the Advancement, all as described in the Lease Resolutions of Issuance; and

WHEREAS, the City, the Authority and the Successor Agency wish to enter into this Agreement to provide for the proceeds of sale of the Bonds, together with other funds held with respect to the Covered Prior Obligations, to be deposited in an irrevocable special escrow fund created and maintained with the Escrow Agent for the purpose of providing for the payment in full of the principal, interest and redemption premium, if any, on the outstanding Covered Prior Obligations; and

WHEREAS, the Escrow Agent has full powers to act with respect to said escrow fund and to perform the duties and obligations to be undertaken pursuant to this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth and for other valuable consideration, the City, the Authority, the Successor Agency and the Escrow Agent agree as follows:

Section 1. Establishment of Escrow Funds; Deposit of Funds. The City, the Authority and the Successor Agency hereby appoint the Escrow Agent to act as escrow agent for purposes of administering the funds required to redeem and defease the Covered Prior Obligations in accordance with the Prior Agreements. A special fund to be named the "Escrow Fund" is hereby established by the Escrow Agent as an irrevocable escrow to be maintained by the Escrow Agent in trust.

The Escrow Agent shall deposit in the Escrow Fund (A) on the date of issuance of the Bonds, certain proceeds of the Tax Allocation Bonds (in the amount of \$_____) transferred to it by _____, as trustee of the Bonds (the "Trustee"), (B) on the date of issuance of the Lease Revenue Bonds, certain proceeds of the Lease Revenue Bonds (in the amount of \$_____) transferred to it by the Trustee and [(C) on the date of issuance of the Bonds, certain other funds related to the Covered Prior Obligations in the amount of \$_____ (all as set forth in Exhibit B hereto), some of which will be transferred by the City, some of which will be transferred by the Successor Agency and some of which will be transferred to it by U.S. Bank National Association, in its capacities as trustee for the 2002 Bonds, the 2005 Bonds the 1997 Certificates and the 2002 Certificates (in such capacities, the "Prior Obligations Trustee")]. The Prior Obligations Trustee is hereby directed by the City and the Successor Agency to transfer such amounts held by it as set forth in such Exhibit B to the Escrow Agent for deposit as provided herein.

If at any time the Escrow Agent shall receive actual knowledge that the moneys in the Escrow Fund will not be sufficient to make any payment required hereunder, the Escrow Agent shall notify the City and the Successor Agency to such fact and the City or the Successor Agency shall promptly cure such deficiency. The Escrow Agent shall not be liable for any such deficiency.

Section 2. Investment of Amounts in Escrow Fund. [The Escrow Agent shall hold all amounts on deposit in the Escrow Fund uninvested.]

Section 3. Application of Amounts in Escrow Fund. The Escrow Agent is hereby instructed to withdraw from the Escrow Fund and transfer to the Prior Obligations Trustee an amount required to pay the principal of and interest and redemption premium on the Covered Prior Obligations, in accordance with the schedule attached as Exhibit C hereto.

Section 4. Notice of Refunding; Notice of Defeasance. The Prior Obligations Trustee was previously instructed to mail pursuant to the Master Indenture and the Indebtedness Agreement, and with respect to the proposed redemption or prepayment of the Covered Prior Obligations on _____, a notice of redemption or prepayment to the owners of the Covered Prior Obligations and any insurer of such Covered Prior Obligations substantially in the forms attached hereto as Exhibit D-1 through D-4. The Escrow Agent is hereby instructed to file on the Closing Date the notices attached hereto as Exhibit E-1 through E-4 on the Municipal Securities Rulemaking Board's EMMA System.

Section 5. Records. The Escrow Agent will keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money accruing to the Escrow Agent hereunder, and such books shall be available for inspection at reasonable hours and under reasonable conditions with reasonable prior notice by the owners of the Covered Prior Obligations and the Bonds.

Section 6. Proper Filings. The Successor Agency will, at its expense, execute, acknowledge, deliver or file this Agreement and assignments, transfers, financing statements, continuation statements, and assurances required for the better assuring, conveying, pledging, assigning and confirming unto the Escrow Agent, the moneys hereby pledged, or intended so to be or which the City, the Authority or the Successor Agency may be or may hereafter become bound to pledge, convey or assign to the Escrow Agent or for carrying out the intention or facilitating the performance of the terms of this Agreement.

Section 7. Discharge. The covenants, liens and pledges entered into, created or imposed pursuant to this Agreement shall be fully discharged, and satisfied when all of the Covered Prior Obligations shall have been paid in full, as to principal, premium and interest. Upon such discharge and satisfaction this Agreement shall cease, terminate and become null and void, and thereupon the Escrow Agent shall, upon the written request of the City, the Authority or the Successor Agency, forthwith execute proper instruments acknowledging satisfaction and discharge of this Agreement.

Section 8. Termination; Unclaimed Funds. Notwithstanding any other provision of this Agreement any money held by the Prior Obligations Trustee for the payment of the principal of, premium and interest on the Covered Prior Obligations and remaining unclaimed for two (2) years after the principal of all of the Covered Prior Obligations shall have been called for redemption and after the date of redemption shall then be repaid to the City or the Successor Agency upon its written request, and the registered owners of the Covered Prior Obligations shall thereafter be entitled to look only to the City and the Successor Agency for the repayment thereof, and liability of the Escrow Agent with respect to such money shall thereupon cease. In the event of the repayment of any such money to the City or the Successor Agency as aforesaid, the registered owners of the Covered Prior Obligations secured hereby with respect to which such money was deposited shall thereafter be deemed to be unsecured creditors of the City or the Successor Agency, without interest. Notwithstanding the foregoing the Escrow Agent shall, upon the written request of the City or the Successor Agency repay such money to the City or the Successor Agency at any time earlier than two (2) years, if failure to repay such

money to the City or the Successor Agency, within such earlier period shall give rise to the operation of any escheat statute under applicable State law. Any unclaimed funds repaid to the City or the Successor Agency with respect to the Covered Prior Obligations shall be placed by the City or the Successor Agency in the Redemption Fund for Bonds and used for credit on debt service on the Bonds.

Section 9. No Implied Duties; No Rights to Others. Nothing in this Agreement expressed or implied is intended or shall be construed to give to any person other than the City, the Authority, the Successor Agency, the Escrow Agent, the Prior Obligations Trustee and the registered owners of the Covered Prior Obligations, any legal or equitable right, remedy or claim under or in respect to this Agreement or any covenants, conditions or provisions therein or herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the City, the Authority, the Successor Agency, the Escrow Agent and the Owners of the Covered Prior Obligations. The Escrow Agent shall perform such duties and only such duties as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Escrow Agent.

Section 10. Immunities and Liabilities of Escrow Agent.

(A) The Escrow Agent shall not have any liability hereunder except to the extent of its own negligence or willful misconduct. The Escrow Agent is not required to resolve conflicting demands to money or property in its possession under this Agreement.

(B) The Escrow Agent may consult with counsel of its own choice (which may be counsel to the City or the Successor Agency) and the opinion of such counsel shall be full and complete authorization to take or suffer in good faith any action hereunder in accordance with such opinion of counsel.

(C) The Escrow Agent shall not be responsible for any of the recitals or representations contained herein or in the Resolution of Issuance.

(D) The Escrow Agent may become the owner of, or acquire any interest in, any of the Covered Prior Obligations with the same rights that it would have if it were not the Escrow Agent, and may engage or be interested in any financial or other transaction with the City, the Authority or the Successor Agency.

(E) The Escrow Agent shall not be liable for the accuracy of any calculations provided as to the sufficiency of the moneys deposited with it to pay the principal, interest or premiums, if any, on the Covered Prior Obligations and shall not be liable for any insufficiency of such moneys and securities to affect such payment.

(F) The Escrow Agent shall not be liable for any action or omission of the City, the Authority or the Successor Agency under this Agreement or the Resolution of Issuance.

(G) Whenever in the administration of this Agreement the Escrow Agent shall deem it necessary or desirable that a matter be proved or established before taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or willful misconduct on the part of the Escrow Agent, be deemed to be conclusively proved and established by a

certificate of an authorized official of the City, the Authority or the Successor Agency, and such certificate shall, in the absence of negligence or willful misconduct on the part of the Escrow Agent, be full warrant to the Escrow Agent for any action taken or suffered by it under the provisions of this Agreement upon the faith thereof.

(H) The Escrow Agent may at any time resign by giving written notice to the City, the Authority or the Successor Agency to such resignation. The City, the Authority or the Successor Agency shall promptly appoint a successor Escrow Agent by the resignation date. Resignation of the Escrow Agent will be effective only upon acceptance of appointment by a successor Escrow Agent. If the City, the Authority and the Successor Agency do not appoint a successor, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent, which court may thereupon, after such notice, if any, as it may deem proper and prescribe and as may be required by law, appoint a successor Escrow Agent. After receiving a notice of resignation of an Escrow Agent, the City, the Authority or the Successor Agency may appoint a temporary Escrow Agent to replace the resigning Escrow Agent until the City, the Authority and the Successor Agency appoint a successor Escrow Agent. Any such temporary Escrow Agent so appointed by the Successor Agency, shall immediately and without further act be superseded by the successor Escrow Agent so appointed.

(I) The City and the Successor Agency agree to indemnify the Escrow Agent, its agents and its officers or employees for and to hold the Escrow Agent, its agents, officers or employees harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, reasonable fees and disbursements of counsel, including in-house counsel, for the Escrow Agent) which may be imposed on, incurred by, or asserted against the Escrow Agent at any time by reason of the performance of its duties as Escrow Agent hereunder and under the Resolution of Issuance, in any transaction arising out of this Agreement or the Bond Resolution or any of the transactions contemplated herein or in the Resolution of Issuance, unless due to the Escrow Agent's or its officers' or employees' or agents' negligence or willful misconduct. Such indemnity shall survive the termination of this Agreement or resignation or removal of the Escrow Agent.

(J) All notices, certificates or other communications hereunder with the Escrow Agent shall be addressed to the Escrow Agent at:

U.S. Bank National Association

Section 11. Waiver of Notice. Whenever in this Agreement the giving of notice by mail or otherwise shall be required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 12. Fees. The Escrow Agent's fees, expenses and reimbursement for costs incurred, for and in carrying out the provisions of this Agreement have been fixed by separate agreement. The Escrow Agent shall also be entitled to additional fees, expenses and reimbursement for costs incurred in connection with the performance of its duties and exercise

of its powers hereunder, including but not limited to legal and accounting services, in connection with any litigation which may at any time be instituted involving this Agreement. The fees incurred by the Escrow Agent shall in no event be deducted from the Escrow Fund.

Section 13. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provisions has never been contained herein.

Section 14. Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and such counterparts, or as many of them as the Agency and the Escrow Agent shall preserve undestroyed, shall together constitute but one and the same instrument.

Section 15. Business Days. Whenever any act is required by this Agreement to be done on a specified day or date, and such day or date shall be a day other than a business day, then such act may be done on the next succeeding business day.

Section 16. California Law. This Agreement shall be governed exclusively by and interpreted in accordance with, the laws of the State of California.

IN WITNESS WHEREOF, the City, the Authority, the Successor Agency and the Escrow Agent have each caused this Agreement to be executed by the duly authorized officers thereof as of the date first above written.

CITY OF CAMPBELL

By: _____
City Manager

**CAMPBELL JOINT PUBLIC FINANCE
AUTHORITY**

By: _____
Executive Director

CITY OF CAMPBELL SUCCESSOR AGENCY

By: _____
Executive Director

U.S. BANK NATIONAL ASSOCIATION,
as Escrow Agent

By: _____
Authorized Officer

**ACKNOWLEDGEMENT OF U.S. BANK NATIONAL ASSOCIATION,
AS PRIOR OBLIGATIONS TRUSTEE**

U.S. Bank National Association, as Prior Obligations Trustee, hereby acknowledges the provisions of this Agreement and, to the extent such provisions are applicable, U.S. Bank National Association, in its capacity as Prior Obligations Trustee, agrees to comply therewith.

U.S. BANK NATIONAL ASSOCIATION,
as Prior Obligations Trustee

By: _____
Authorized Officer

EXHIBIT A

PRIOR OBLIGATIONS

<u>Obligation</u>	<u>Redemption Terms</u>
<p>\$15,300,000 City of Campbell Redevelopment Agency Central Campbell Redevelopment Project Tax Allocation Bonds, Series 2002A (the "2002 Bonds"), issued pursuant to an Indenture of Trust, dated as of September 1, 1999, as supplemented by a First Supplemental Indenture of Trust, dated as of July 1, 2002, by and between the Redevelopment Agency of the City of Campbell and U.S. Bank National Association, as trustee (the "Master Indenture").</p>	<p>In whole or in part on any date on or after October 1, 2011, without premium</p>
<p>\$12,300,000 City of Campbell Redevelopment Agency Central Campbell Redevelopment Project Tax Allocation Bonds, Series 2005A (the "2005 Bonds"), issued pursuant to the Master Indenture, as supplemented by a Second Supplemental Indenture of Trust, dated as of May 15, 2005, by and between the City of Campbell Redevelopment Agency and U.S. Bank National Association, as trustee.</p>	<p>In whole or in part on any date on or after October 1, 2015, without premium.</p>
<p>A repayment obligation (the "Advancement"), pursuant to the Third Amended and Restated Indebtedness Agreement, dated as of July 1, 2002 (the "Indebtedness Agreement"), by and between the City and the Successor Agency, which Advancement relates to (i) \$13,480,000 1997 Refunding Certificates of Participation (the "1997 Certificates"), which were executed and delivered pursuant to a Trust Agreement, dated as of October 1, 1997 (the "1997 Trust Agreement"), by and among the City, the Successor Agency and U.S. Bank National Association, as successor trustee, and (ii) \$11,930,843.30 2002 Refunding Certificates of Participation (the "2002 Certificates"), a portion of which are current interest certificates and a portion of which are capital appreciation certificates, which were executed and delivered pursuant to a Trust Agreement, dated as of July 1, 2002 (the "2002 Trust Agreement"), by and among the City, the Successor Agency and U.S. Bank National Association, as trustee.</p>	<p>The 1997 Certificates are subject to prepayment in whole on any date on or after October 1, 2009, without premium.</p> <p>The current interest 2002 Certificates are subject to prepayment in whole on any date on or after October 1, 2013, without premium.</p> <p>The capital interest 2002 Certificates are not subject to prepayment prior to maturity.</p>

EXHIBIT B
FUNDS TRANSFERRED TO
ESCROW FUND

2002 Bonds

<u>Fund</u>	<u>Amount</u>
Total	<hr/>

2005 Bonds

<u>Fund</u>	<u>Amount</u>
Total	<hr/>

1997 Certificates

<u>Fund</u>	<u>Amount</u>
Total	<hr/>

2002 Certificates

<u>Fund</u>	<u>Amount</u>
Total	<hr/>

EXHIBIT C

PAYMENT AND REDEMPTION SCHEDULE OF PRIOR OBLIGATIONS

2002 Bonds

<u>Payment Date</u>	<u>Interest</u>	<u>Principal</u>	<u>Principal Redeemed</u>	<u>Total Payment</u>
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2005 Bonds

<u>Payment Date</u>	<u>Interest</u>	<u>Principal</u>	<u>Principal Redeemed</u>	<u>Total Payment</u>
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1997 Certificates

<u>Payment Date</u>	<u>Interest</u>	<u>Principal</u>	<u>Principal Redeemed</u>	<u>Total Payment</u>
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2002 Certificates

<u>Payment Date</u>	<u>Interest</u>	<u>Principal</u>	<u>Principal Redeemed</u>	<u>Total Payment</u>
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EXHIBIT D-1

FORM OF CONDITIONAL NOTICE OF FULL OPTIONAL REDEMPTION

City of Campbell Redevelopment Agency
Central Campbell Redevelopment Project
Tax Allocation Bonds, Series 2002A

Date of Issuance: July 10, 2002

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>*CUSIP No.</u>
10/01/16	\$205,000	5.200%	134121 AS1
10/01/17	215,000	5.375	134121 AT9
10/01/18	225,000	5.400	134121 AU6
10/01/27	2,865,000	5.800	134121 AW2
10/01/33	5,000,000	6.000	134121 AV4

NOTICE IS HEREBY GIVEN that all of the above described bonds (the "Bonds") have been called for optional redemption on _____ (the "Redemption Date") pursuant to Section 10.04(a) of an Indenture of Trust, dated as of September 1, 1999, as supplemented by a First Supplemental Indenture of Trust, dated as of July 1, 2002, by and between the City of Campbell Successor Agency, as successor to the City of Campbell Redevelopment Agency, and U.S. Bank National Association, as trustee (the "Trustee"), at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium (the "Redemption Price"). Interest will not accrue on the Bonds after the redemption date.

Redemption of the Bonds as described in this notice shall be conditioned upon the receipt by the Trustee of the proceeds of the sale and delivery of the (i) Campbell Joint Public Finance Authority 2016 Refunding Lease Revenue Bonds and the (ii) City of Campbell Successor Agency 2016 Tax Allocation Refunding Bonds in an amount sufficient for such redemption on or before the Redemption Date.

In the event such funds are not received by the Redemption Date, this notice shall be null and void and of no force and effect. The Bonds delivered for redemption shall be returned to the respective owners thereof, and said Bonds shall remain outstanding as though this notice of conditional redemption had not been given. Notice of a failure to receive funds, and cancellation of this redemption, shall be given by the Trustee by first class mail, postage prepaid, to the registered owners of the Bonds.

Payment of the Redemption Price on the Bonds called for redemption will be paid upon presentation of the Bonds at the Principal Corporate Trust Office of the Trustee, in the following manner:

Delivery Instructions:

U.S. Bank
Global Corporate Trust Services
111 Fillmore Ave E
St. Paul, MN 55107

IMPORTANT NOTICE

Under the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), 28% will be withheld if tax identification number is not properly certified.

**The Undersigned shall not be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in the Redemption Notice. It is included solely for the convenience of the Holders.*

Dated: ____, 2016

U.S. Bank National Association,
as Trustee

EXHIBIT D-2

FORM OF CONDITIONAL NOTICE OF FULL OPTIONAL REDEMPTION

City of Campbell Redevelopment Agency
Central Campbell Redevelopment Project
Tax Allocation Bonds, Series 2005A

Date of Issuance: May 25, 2005

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>*CUSIP No.</u>
10/01/16	\$150,000	3.875%	134121 BJ0
10/01/17	160,000	4.000	134121 BK7
10/01/18	165,000	4.000	134121 BL5
10/01/19	400,000	4.000	134121 BM3
10/01/20	415,000	4.250	134121 BN1
10/01/21	435,000	4.250	134121 BP6
10/01/27	3,085,000	5.000	134121 BQ4
10/01/32	6,060,000	5.000	134121 BR2

NOTICE IS HEREBY GIVEN that all of the above described bonds (the "Bonds") have been called for optional redemption on _____ (the "Redemption Date") pursuant to Section 11.04(a) of an Indenture of Trust, dated as of September 1, 1999, as supplemented by a Second Supplement to Indenture of Trust, dated as of May 15, 2005, by and between the City of Campbell Successor Agency, as successor to the City of Campbell Redevelopment Agency, and U.S. Bank National Association, as trustee (the "Trustee"), at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium (the "Redemption Price"). Interest will not accrue on the Bonds after the redemption date.

Redemption of the Bonds as described in this notice shall be conditioned upon the receipt by the Trustee of the proceeds of the sale and delivery of the (i) Campbell Joint Public Finance Authority 2016 Refunding Lease Revenue Bonds and (ii) City of Campbell Successor Agency 2016 Tax Allocation Refunding Bonds in an amount sufficient for such redemption on or before the Redemption Date.

In the event such funds are not received by the Redemption Date, this notice shall be null and void and of no force and effect. The Bonds delivered for redemption shall be returned to the respective owners thereof, and said Bonds shall remain outstanding as though this notice of conditional redemption had not been given. Notice of a failure to receive funds, and cancellation of this redemption, shall be given by the Trustee by first class mail, postage prepaid, to the registered owners of the Bonds.

Payment of the Redemption Price on the Bonds called for redemption will be paid upon presentation of the Bonds at the Principal Corporate Trust Office of the Trustee, in the following manner:

Delivery Instructions:

U.S. Bank
Global Corporate Trust Services
111 Fillmore Ave E
St. Paul, MN 55107

IMPORTANT NOTICE

Under the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), 28% will be withheld if tax identification number is not properly certified.

**The Undersigned shall not be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in the Redemption Notice. It is included solely for the convenience of the Holders.*

Dated: _____, 2016

**U.S. Bank National Association,
as Trustee**

EXHIBIT D-3

FORM OF CONDITIONAL NOTICE OF FULL OPTIONAL PREPAYMENT

City of Campbell
1997 Refunding Certificates of Participation
(Redevelopment Refunding Project),

Date of Execution and Delivery: October 15, 1997

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>*CUSIP No.</u>
10/01/19	\$1,340,000	5.125%	134111 DK6
10/01/28	11,360,000	5.250	134111 DH3

NOTICE IS HEREBY GIVEN that all of the above described certificates of participation (the "Certificates") have been called for optional prepayment on _____ (the "Redemption Date") pursuant to Section 3.01 of the Trust Agreement, dated as of October 1, 1997, by and among the City of Campbell, the City of Campbell Redevelopment Agency, and U.S. Bank National Association as successor in interest to U.S. Bank National Association, as successor trustee (the "Trustee"), at a prepayment price equal to the principal amount thereof, plus accrued interest to the prepayment date, without premium (the "Prepayment Price"). Interest will not accrue with respect to the Certificates after the prepayment date.

Prepayment of the Certificates as described in this notice shall be conditioned upon the receipt by the Trustee of the proceeds of the sale and delivery of the (i) Campbell Joint Public Finance Authority 2016 Refunding Lease Revenue Bonds and (ii) City of Campbell Successor Agency 2016 Tax Allocation Refunding Bonds in an amount sufficient for such prepayment on or before the Prepayment Date.

In the event such funds are not received by the Prepayment Date, this notice shall be null and void and of no force and effect. The Certificates delivered for prepayment shall be returned to the respective owners thereof, and said Certificates shall remain outstanding as though this notice of conditional prepayment had not been given. Notice of a failure to receive funds, and cancellation of this prepayment, shall be given by the Trustee by first class mail, postage prepaid, to the registered owners of the Certificates.

Payment of the Prepayment Price on the Certificates called for prepayment will be paid upon presentation of the Certificates at the Principal Corporate Trust Office of the Trustee, in the following manner:

Delivery Instructions:

U.S. Bank
Global Corporate Trust Services
111 Fillmore Ave E
St. Paul, MN 55107

IMPORTANT NOTICE

Under the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), 28% will be withheld if tax identification number is not properly certified.

**The Undersigned shall not be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in the Prepayment Notice. It is included solely for the convenience of the Holders.*

Dated: ____, 2016

U.S. Bank National Association,
as Trustee

EXHIBIT D-4

FORM OF CONDITIONAL NOTICE OF PARTIAL OPTIONAL PREPAYMENT

City of Campbell
2002 Refunding Certificates of Participation
(Redevelopment Refunding Project),

Date of Execution and Delivery: July 10, 2002

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>*CUSIP No.</u>
10/01/16	\$770,000	4.500%	134111 EA7
10/01/17	805,000	4.625	134111 EB5
10/01/18	845,000	4.750	134111 EC3

NOTICE IS HEREBY GIVEN that all of the above described current interest certificates of participation (the "Current Interest Certificates") have been called for optional prepayment on _____ (the "Redemption Date") pursuant to Section 3.01 of the Trust Agreement, dated as of July 1, 2002, by and among the City of Campbell, the City of Campbell Redevelopment Agency, and U.S. Bank National Association, as trustee (the "Trustee"), at a prepayment price equal to the principal amount thereof, plus accrued interest to the prepayment date, without premium (the "Prepayment Price"). Interest will not accrue with respect to the Current Interest Certificates after the prepayment date. The capital appreciation certificates issued pursuant to the Trust Agreement are not being defeased and discharged

Prepayment of the Current Interest Certificates as described in this notice shall be conditioned upon the receipt by the Trustee of the proceeds of the sale and delivery of the (i) Campbell Joint Public Finance Authority 2016 Refunding Lease Revenue Bonds and the (ii) City of Campbell Successor Agency 2016 Tax Allocation Refunding Bonds in an amount sufficient for such prepayment on or before the Prepayment Date.

In the event such funds are not received by the Prepayment Date, this notice shall be null and void and of no force and effect. The Current Interest Certificates delivered for prepayment shall be returned to the respective owners thereof, and said Current Interest Certificates shall remain outstanding as though this notice of conditional prepayment had not been given. Notice of a failure to receive funds, and cancellation of this prepayment, shall be given by the Trustee by first class mail, postage prepaid, to the registered owners of the Current Interest Certificates.

Payment of the Prepayment Price on the Current Interest Certificates called for prepayment will be paid upon presentation of the Current Interest Certificates at the Principal Corporate Trust Office of the Trustee, in the following manner:

Delivery Instructions:

U.S. Bank
Global Corporate Trust Services
111 Fillmore Ave E
St. Paul, MN 55107

IMPORTANT NOTICE

Under the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), 28% will be withheld if tax identification number is not properly certified.

**The Undersigned shall not be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in the Prepayment Notice. It is included solely for the convenience of the Holders.*

Dated: ____, 2016

U.S. Bank National Association,
as Trustee

EXHIBIT E-1

FORM OF NOTICE OF DEFEASANCE

City of Campbell Redevelopment Agency
Central Campbell Redevelopment Project
Tax Allocation Bonds, Series 2002A

Date of Issuance: July 10, 2002

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>*CUSIP No.</u>
10/01/16	\$205,000	5.200%	134121 AS1
10/01/17	215,000	5.375	134121 AT9
10/01/18	225,000	5.400	134121 AU6
10/01/27	2,865,000	5.800	134121 AW2
10/01/33	5,000,000	6.000	134121 AV4

NOTICE IS HEREBY GIVEN, by the City of Campbell Successor Agency (the "Successor Agency") with respect to the above captioned bonds (the "Bonds"), that the Bonds have been defeased and discharged under and within the meaning of the Indenture of Trust authorizing the issuance of the Bonds (the "Indenture"). Funds for the payment of the Bonds have been deposited with U.S. Bank National Association, as escrow agent ("Escrow Agent"), and the sufficiency of the funds for the purpose of paying the principal of and interest on the Bonds has been verified by nationally recognized independent certified public accountant. As a consequence of the foregoing actions and in accordance with the Indenture, the Bonds are no longer secured by a pledge of revenues under the Indenture, and the Bonds are now payable solely from the moneys set aside in escrow as described above and, if necessary, from other legally available funds of the Successor Agency.

The Successor Agency has irrevocably elected to redeem all of the outstanding Bonds on _____, at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium.

*The Successor Agency and the Escrow Agent shall not be responsible for the selection or use of the CUSIP numbers selected, nor is any representation made as to their correctness indicated in the notice or as printed on any Bond. They are included solely for the convenience of the holders.

Dated: _____, 2016

_____,
as Escrow Agent

EXHIBIT E-2

FORM OF NOTICE OF DEFEASANCE

City of Campbell Redevelopment Agency
Central Campbell Redevelopment Project
Tax Allocation Bonds, Series 2005A

Date of Issuance: May 25, 2005

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>*CUSIP No.</u>
10/01/16	\$150,000	3.875%	134121 BJ0
10/01/17	160,000	4.000	134121 BK7
10/01/18	165,000	4.000	134121 BL5
10/01/19	400,000	4.000	134121 BM3
10/01/20	415,000	4.250	134121 BN1
10/01/21	435,000	4.250	134121 BP6
10/01/27	3,085,000	5.000	134121 BQ4
10/01/32	6,060,000	5.000	134121 BR2

NOTICE IS HEREBY GIVEN, by the City of Campbell Successor Agency (the "Successor Agency") with respect to the above captioned bonds (the "Bonds"), that the Bonds have been defeased and discharged under and within the meaning of the Indenture of Trust authorizing the issuance of the Bonds (the "Indenture"). Funds for the payment of the Bonds have been deposited with U.S. Bank National Association, as escrow agent ("Escrow Agent"), and the sufficiency of the funds for the purpose of paying the principal of and interest on the Bonds has been verified by a nationally recognized independent certified public accountant. As a consequence of the foregoing actions and in accordance with the Indenture, the Bonds are no longer secured by a pledge of revenues under the Indenture, and the Bonds are now payable solely from the moneys set aside in escrow as described above and, if necessary, from other legally available funds of the Successor Agency.

The Successor Agency has irrevocably elected to redeem all of the outstanding Bonds on _____, at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium.

*The Successor Agency and the Escrow Agent shall not be responsible for the selection or use of the CUSIP numbers selected, nor is any representation made as to their correctness indicated in the notice or as printed on any Bond. They are included solely for the convenience of the holders.

Dated: _____, 2016

U.S. Bank National Association,
as Escrow Agent

EXHIBIT E-3

FORM OF NOTICE OF DEFEASANCE

City of Campbell
1997 Refunding Certificates of Participation
(Redevelopment Refunding Project),

Date of Execution and Delivery: October 15, 1997

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>*CUSIP No.</u>
10/01/19	\$1,340,000	5.125%	134111 DK6
10/01/28	11,360,000	5.250	134111 DH3

NOTICE IS HEREBY GIVEN, by the City of Campbell Successor Agency (the "Successor Agency") with respect to the above captioned certificates of participation (the "Certificates"), that the Certificates have been defeased and discharged under and within the meaning of the Trust Agreement authorizing the execution and delivery of the Certificates (the "Trust Agreement"). Funds for the payment of the Certificates have been deposited with U.S. Bank National Association, as escrow agent ("Escrow Agent"), and the sufficiency of the funds for the purpose of paying the principal and interest with respect to the Certificates has been verified by an independent certified accountant. As a consequence of the foregoing actions and in accordance with the Trust Agreement, the Certificates are now payable solely from the moneys set aside in escrow as described above and, if necessary, from other legally available funds of the City.

The City has irrevocably elected to prepay all of the outstanding Certificates on _____, at a prepayment price equal to the principal amount thereof, plus accrued interest to the prepayment date, without premium.

*The City and the Escrow Agent shall not be responsible for the selection or use of the CUSIP numbers selected, nor is any representation made as to their correctness indicated in the notice or as printed on any Certificates. They are included solely for the convenience of the holders.

Dated: _____, 2016

U.S. Bank National Association,
as Escrow Agent

EXHIBIT E-4

FORM OF NOTICE OF PARTIAL DEFEASANCE

City of Campbell
2002 Refunding Certificates of Participation
(Redevelopment Refunding Project),

Date of Execution and Delivery: July 10, 2002

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>*CUSIP No.</u>
10/01/16	\$770,000	4.500%	134111 EA7
10/01/17	805,000	4.625	134111 EB5
10/01/18	845,000	4.750	134111 EC3

NOTICE IS HEREBY GIVEN, by the City of Campbell Successor Agency (the "Successor Agency") with respect to the above captioned current interest certificates of participation (the "Current Interest Certificates"), that the Current Interest Certificates have been defeased and discharged under and within the meaning of the Trust Agreement authorizing the execution and delivery of the Current Interest Certificates (the "Trust Agreement"). Funds for the payment of the Current Interest Certificates have been deposited with U.S. Bank National Association, as escrow agent ("Escrow Agent"), and the sufficiency of the funds for the purpose of paying the principal and interest with respect to the Current Interest Certificates has been verified by an Independent Accountant (as defined in the Trust Agreement). As a consequence of the foregoing actions and in accordance with the Trust Agreement, the Current Interest Certificates are now payable solely from the moneys set aside in escrow as described above and, if necessary, from other legally available funds of the City. The capital appreciation certificates executed and delivered pursuant to the Trust Agreement are not being defeased and discharged.

The City has irrevocably elected to prepay all of the outstanding Current Interest Certificates on _____, at a prepayment price equal to the principal amount thereof, plus accrued interest to the prepayment date, without premium.

*The City and the Escrow Agent shall not be responsible for the selection or use of the CUSIP numbers selected, nor is any representation made as to their correctness indicated in the notice or as printed on any Current Interest Certificates. They are included solely for the convenience of the holders.

Dated: _____, 2016

U.S. Bank National Association,
as Escrow Agent

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2016

NEW ISSUE—BOOK-ENTRY ONLY

RATING: S&P: "___"
See "Rating"

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, although for the purpose of computing the alternative minimum tax imposed on certain corporations, such interest is taken into account in determining certain income and earnings. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See "TAX MATTERS."

\$ _____ *

CAMPBELL JOINT PUBLIC FINANCE AUTHORITY
2016 Refunding Lease Revenue Bonds

Dated: Date of Delivery

Due: October 1, as shown on the inside front cover

Authority for Issuance. The bonds captioned above (the "Bonds") are being issued by the Campbell Joint Public Finance Authority (the "Authority") under a resolution adopted by the Board of Directors of the Authority on June 7, 2016, 2016, and an Indenture of Trust dated as of _____ 1, 2016 (the "Indenture") by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"). See "THE BONDS – Authority for Issuance."

Use of Proceeds. The proceeds of the Bonds will be used to (i) prepay a portion of the 1997 Refunding Certificates of Participation (Civic Center Project) of the City of Campbell (the "City"), (ii) prepay a portion of the 2002 Refunding Certificates of Participation (Civic Center Project) of the City, and (iii) pay the costs of issuing the Bonds. See "THE REFINANCING PLAN."

Security for the Bonds. Under the Indenture, the Bonds will be payable solely from and secured by revenues and certain funds and accounts held under the Indenture (the "Revenues"). Revenues consist primarily of lease payments ("Lease Payments") to be made by the City pursuant to a Lease Agreement, dated as of _____ 1, 2016 (the "Lease"), by and between the Authority and the City, for the leasing of certain real property. Under the Lease, the City covenants to take such action as necessary to include the Lease Payments in its annual budgets and to make all necessary appropriations for such Lease Payments (subject to abatement under certain circumstances as described in this Official Statement). See "SECURITY FOR THE BONDS."

Bond Terms; Book-Entry Only. The Bonds will bear interest at the rates shown on the inside cover page, payable semiannually on April 1 and October 1 of each year, commencing on [October 1, 2016], and will be issued in fully registered form without coupons in the denomination of \$5,000 or any integral multiple of \$5,000. The Bonds will be issued in book-entry only form, initially registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Purchasers of the Bonds will not receive certificates representing their interests in the Bonds. Payments of the principal of, premium, if any, and interest on the Bonds will be made to DTC, which is obligated in turn to remit such principal, premium, if any, and interest to its DTC Participants for subsequent disbursement to the beneficial owners of the Bonds. See "THE BONDS – General Provisions."

Redemption. The Bonds are subject to redemption prior to maturity. See "THE BONDS – Redemption."

NEITHER THE BONDS, NOR THE OBLIGATION OF THE AUTHORITY TO PAY PRINCIPAL OF OR INTEREST THEREON, NOR THE OBLIGATION OF THE CITY TO MAKE THE LEASE PAYMENTS, CONSTITUTE A DEBT OR A LIABILITY OF THE AUTHORITY, THE CITY, THE STATE OF CALIFORNIA OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL LIMITATION ON INDEBTEDNESS, OR A PLEDGE OF THE FULL FAITH AND CREDIT OF THE CITY. THE BONDS ARE SECURED SOLELY BY THE PLEDGE OF REVENUES AND CERTAIN FUNDS HELD UNDER THE INDENTURE. THE BONDS ARE NOT SECURED BY A PLEDGE OF THE TAXING POWER OF THE CITY.

MATURITY SCHEDULE
(see inside cover)

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE OF BONDS. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION WITH RESPECT TO THE PURCHASE OF THE BONDS.

The Bonds are offered when, as and if issued and received by the Underwriter and subject to the approval as to their legality by Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel. Certain legal matters will also be passed upon for the City by Jones Hall, A Professional Law Corporation, as Disclosure Counsel. Certain legal matters will be passed upon for the Authority and the City by the City Attorney. It is anticipated that the Bonds will be delivered in book-entry form through the facilities of DTC on or about _____, 2016.

[Underwriter's Logo]

The date of this Official Statement is: _____, 2016

* Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances will this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor will there be any sale of these securities in any jurisdiction in which such offer solicitation or sale would be unlawful.

MATURITY SCHEDULE*

\$ _____ Serial Bonds
(Base CUSIP†: _____)

<u>Maturity</u> (<u>June 1</u>)	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>	<u>CUSIP†</u>
--------------------------------------	-----------------------------------	--------------------------------	--------------	--------------	---------------

* Preliminary; subject to change

† Copyright 2016, American Bankers Association. CUSIP data herein are provided by Standard & Poor's CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc., and are provided for convenience of reference only. Neither the City, the Authority nor the Underwriter assume any responsibility for the accuracy of these CUSIP data.

**CAMPBELL JOINT PUBLIC FINANCE AUTHORITY
CITY OF CAMPBELL**

AUTHORITY BOARD/CITY COUNCIL

Jason T. Baker, *Chair & Mayor*
Liz Gibbons, *Board Member & Vice Mayor*
Michael Kotowski, *Board Member & Councilmember*
Jeffrey Cristina, *Board Member & Councilmember*
Paul Resnikoff, *Board Member & Councilmember*

AUTHORITY/CITY OFFICIALS

Mark Linder, *Executive Director & City Manager*
Wendy Wood, *Secretary & City Clerk*
William R. Seligmann, *City Attorney*
Jesse Takahashi, *Finance Director*

BOND COUNSEL AND DISCLOSURE COUNSEL

Jones Hall, A Professional Law Corporation
San Francisco, California

MUNICIPAL ADVISOR

Fieldman, Rolapp & Associates
Irvine, California

VERIFICATION AGENT

_____,
_____, _____

TRUSTEE

The Bank of New York Mellon Trust Company, N.A.

_____, _____

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not to be construed as a contract with the purchasers of the Bonds.

Estimates and Forecasts. When used in this Official Statement and in any continuing disclosure by the City, in any press release and in any oral statement made with the approval of an authorized officer of the City, the words or phrases "will likely result," "are expected to", "will continue", "is anticipated", "estimate", "project," "forecast", "expect", "intend" and similar expressions identify "forward looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the City since the date hereof.

Limit of Offering. No dealer, broker, salesperson or other person has been authorized by the City or the Underwriter to give any information or to make any representations other than those contained herein and, if given or made, such other information or representation must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Limited Scope of Information. The City has obtained certain information set forth herein from sources which are believed to be reliable, but such information is neither guaranteed as to accuracy or completeness, nor to be construed as a representation of such by the City. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof. All summaries of or references to the documents referred to in this Official Statement are made subject to the provisions of such documents and do not purport to be complete statements of any or all of such provisions. All capitalized terms used herein, unless noted otherwise, have the meanings given in the Indenture.

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Stabilization of Prices. In connection with this offering, the Underwriter may overallocate or effect transactions which stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time. The Underwriter may offer and sell the Bonds to certain dealers and others at prices lower than the public offering prices set forth on the cover page hereof and said public offering prices may be changed from time to time by the Underwriter.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXCEPTION FROM THE REGISTRATION REQUIREMENTS CONTAINED IN SUCH ACT. THE BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

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OFFICIAL STATEMENT

\$ _____ *

CAMPBELL JOINT PUBLIC FINANCE AUTHORITY
2016 Refunding Lease Revenue Bonds

INTRODUCTION

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement.

Capitalized terms used but not defined in this Official Statement have the meanings set forth in the Indenture (as defined below). See "APPENDIX A - Summary of Principal Legal Documents."

Authority for Issuance. The Campbell Joint Public Finance Authority (the "**Authority**") is issuing the bonds captioned above (the "**Bonds**") under the following:

(a) Article 4 of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, commencing with Section 6584 (the "**Bond Law**"),

(b) resolutions adopted by the Board of Directors (the "**Board**") of the Authority on June 7, 2016 (the "**Authority Resolution**"), and by the City Council (the "**City Council**") of the City of Campbell (the "**City**") on June 7, 2016 (the "**City Resolution**"), and

(c) an Indenture of Trust (the "**Indenture**"), dated as of _____ 1, 2016, by and between the Authority and _____, as trustee (the "**Trustee**").

Form of Bonds; Book-Entry Only. The Bonds will be issued in fully registered form, registered in the name of The Depository Trust Company, New York, New York ("**DTC**"), or its nominee, which will act as securities depository for the Bonds. Purchasers of the Bonds will not receive certificates representing the Bonds that are purchased. See "THE BONDS - Book-Entry Only System" and "APPENDIX F – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Purpose of the Bonds. The Bonds are being issued to provide funds to (i) prepay a portion of the City's 1997 Refunding Certificates of Participation (Civic Center Project) (the "**1997 Certificates**"), (ii) prepay a portion of the City's 2002 Refunding Certificates of Participation (Civic Center Project) (the "**2002 Certificates**"); and (iii) pay the costs of issuing the Bonds. See "THE REFINANCING PLAN."

* Preliminary; subject to change.

Security for the Bonds and Pledge of Revenues. The Bonds will be payable solely from and secured by Revenues and certain funds and accounts held under the Indenture. Revenues consist primarily of Lease Payments to be made by the City pursuant to a Lease Agreement, dated as of _____ 1, 2016, between the City and the Authority (the "Lease"). Under the Lease, the City covenants to take such action as necessary to include the Lease Payments in its annual budgets and to make all necessary appropriations for such Lease Payments (subject to abatement under certain circumstances described in the Lease). See "SECURITY FOR THE BONDS."

No Additional Parity Obligations. Under the Indenture, the Authority covenants that no additional bonds, notes or other indebtedness shall be issued or incurred which are payable out of the Revenues in whole or in part. The Lease Agreement does not prohibit the City from entering into other obligations payable from the General Fund of the City.

Redemption. The Bonds are subject to redemption prior to their stated maturity dates. See "THE BONDS – Redemption."

Abatement. The Lease provides that the obligation of the City to pay Lease Payments will be subject to abatement by reason of (i) a temporary taking of the Leased Property or a permanent taking of a portion of the Lease Property, or (ii) any damage or destruction such that there is substantial interference with the use and occupancy of all or any portion of the Leased Property. However, to the extent proceeds of rental interruption insurance are available with respect to the Bonds (as described below), Lease Payments (or a portion thereof) may be made from that source. See "SECURITY FOR THE BONDS – Abatement" and "BOND OWNERS' RISKS."

Risks of Investment. The Bonds are repayable primarily from Lease Payments and other amounts payable by the City under the Lease. For a discussion of some of the risks associated with the purchase of the Bonds, see "BOND OWNERS' RISKS."

NEITHER THE BONDS, THE OBLIGATION OF THE AUTHORITY TO PAY PRINCIPAL OF OR INTEREST THEREON, NOR THE OBLIGATION OF THE CITY TO MAKE THE LEASE PAYMENTS, CONSTITUTE A DEBT OR A LIABILITY OF THE AUTHORITY, THE CITY, THE STATE OF CALIFORNIA OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL LIMITATION ON INDEBTEDNESS, OR A PLEDGE OF THE FULL FAITH AND CREDIT OF THE CITY. THE BONDS ARE SECURED SOLELY BY THE PLEDGE OF REVENUES AND CERTAIN FUNDS HELD UNDER THE INDENTURE. THE BONDS ARE NOT SECURED BY A PLEDGE OF THE TAXING POWER OF THE CITY.

THE REFINANCING PLAN

Concurrently with the issuance of the Bonds, the City of Campbell Successor Agency (the “**Successor Agency**”) expects to issue its City of Campbell Successor Agency 2016 Tax Allocation Refunding Bonds (the “**2016 TABs**”), in order to refinance (i) certain of its outstanding bonds and (ii) an obligation to repay an advance (the “**Successor Agency Repayment Obligation**”) made by the City to the Successor Agency with respect to the 1997 Certificates and the 2002 Certificates. The Successor Agency Repayment Obligation only includes a portion of the 1997 Certificates and the 2002 Certificates. The City expects to prepay the portion of its outstanding 1997 Certificates and the portion of its outstanding 2002 Certificates which are not included in the Successor Agency Repayment Obligation, and are not being refunded through the issuance of the 2016 TABs (but not including the capital appreciation 2002 Certificates, which are not subject to prepayment prior to maturity), with proceeds of the Bonds.

Refinancing Plan for the 1997 Certificates

The 1997 Certificates were executed and delivered for the purpose of (i) refunding on an advance basis all of the City’s outstanding Certificates of Participation (Civic Center Project) executed and delivered in November 1991 and (ii) funding street capital improvements in the City. The 1997 Certificates are currently outstanding in the principal amount of \$12,565,000.

Proceeds of the Bonds will be used to refinance a portion of the outstanding 1997 Certificates (the “**Refunded 1997 Certificates**”), to be prepaid in full, on a current basis, on _____, 2016 (the “**Prepayment Date**”), at a prepayment price equal to 100% of the principal amount thereof, together with interest coming due and payable on the Prepayment Date, without premium, as identified in the following table.

Identification of Refunded 1997 Certificates*

Maturities to be Refunded	CUSIP†	Principal Amount	Prepayment Date	Prepayment Price
------------------------------	--------	---------------------	--------------------	---------------------

* Preliminary; subject to change.

† CUSIP Copyright American Bankers Association. CUSIP data herein is provided by Standard & Poor’s CUSIP Service Bureau, a division of McGraw Hill Companies, Inc. Neither the District nor the Underwriter is responsible for the accuracy of such data.

Refinancing Plan for 2002 Certificates

The 2002 Certificates, a portion of which are current interest certificates and a portion of which are capital appreciation certificates, were executed and delivered for the purpose of (i) refunding on a current basis all of the City’s outstanding 1993 Certificates of Participation (Civic Center Project) executed and delivered in November 1993, (iii) funding capital improvements in the City, and (iii) providing for the reserve fund and paying the costs of issuance of the 2002 Certificates. The 2002 Certificates are currently outstanding in the principal amount of \$2,420,000.

Proceeds of the Bonds will be used to refinance a portion of the outstanding 2002 Certificates (not including the capital appreciation 2002 Certificates, which are not subject to prepayment prior to maturity) to be prepaid in full, on a current basis (the “**Refunded 2002 Certificates**” and together with the Refunded 1997 Certificates, the “**Refunded Certificates**”), on the Prepayment Date, at a prepayment price equal to 100% of the principal amount thereof, together with interest coming due and payable on the Prepayment Date, without premium, as identified in the following table.

Identification of Refunded 2002 Certificates*

Maturities to be Refunded	CUSIP†	Principal Amount	Prepayment Date	Prepayment Price
------------------------------	--------	---------------------	--------------------	---------------------

** Preliminary; subject to change.*

† CUSIP Copyright American Bankers Association. CUSIP data herein is provided by Standard & Poor's CUSIP Service Bureau, a division of McGraw Hill Companies, Inc. Neither the District nor the Underwriter is responsible for the accuracy of such data.

Upon the issuance and delivery of the Bonds, a portion of the proceeds thereof and other available moneys with respect to the Refunded Certificates shall be applied to the purchase of certain direct obligations of the United States of America which, along with uninvested cash and earnings on the obligations, will satisfy the City's payment obligations with respect to the Refunded Certificates until their payment or prepayment dates. These direct obligations and cash shall be deposited in an escrow account held by U.S. Bank National Association, as trustee for the 1997 Certificates and 2002 Certificates (the “**Escrow Agent**”) under an escrow agreement (the “**Escrow Agreement**”) that will require the Escrow Agent to apply the principal of and interest on such obligations, together with other moneys held by the Escrow Agent, to the payment or prepayment of the Refunded Certificates on their respective payment or prepayment dates set forth in the table below.

The obligations of the United States of America are so deposited with the Escrow Agent into the escrow account for the Refunded Certificates will bear interest at such rates and will be scheduled to mature at such times and in such amounts that, when paid in accordance with their terms, together with any other funds held by the Escrow Agent under the Escrow Agreement, will be sufficient to make full and timely payment of the principal of and interest evidenced and represented by the Refunded Certificates prior to their respective scheduled payment or prepayment dates and to pay the prepayment price of the outstanding Refunded Certificates on such prepayment date. For information on mathematical verification for the sufficiency of scheduled payments with respect to such obligations of the United States of America and other funds held by the Escrow Agent to make such payments with respect to the Refunded Certificates, see “**VERIFICATION OF MATHEMATICAL COMPUTATIONS.**” Upon such irrevocable deposit with the Escrow Agent and the receipt by the Escrow Agent of irrevocable instructions from the City under the Escrow Agreement, the Refunded Certificates will be defeased and the owners of the Refunded Certificates will no longer be entitled to the benefits of legal documents under which they were executed and delivered.

The amounts held and invested by the Escrow Agent in the Escrow Fund are pledged solely to the payment of the Refunded Certificates. Neither the funds deposited in the Escrow

Fund nor the interest on the invested funds will be available for the payment of debt service on the Bonds.

Estimated Sources and Uses of Funds

The estimated sources and uses of funds relating to the Bonds are as follows:

<u>Sources:</u>	
Principal Amount of Bonds	\$
<i>Plus:</i> Original Issue Premium	
<i>Less:</i> Original Issue Discount	
<i>TOTAL SOURCES</i>	<hr/> \$
 <u>Uses:</u>	
Deposit to Escrow Fund [1]	\$
Deposit to Costs of Issuance Fund [2]	
Underwriter's Discount	
<i>TOTAL USES</i>	<hr/> \$

[1] Represents funds to be used to refund the Refunded Certificates. See "THE REFINANCING PLAN" above.

[2] Represents funds to be used to pay Costs of Issuance, which include legal fees, printing costs, rating agency fees and other costs of issuing the Bonds.

THE LEASED PROPERTY

General

Description and Location. Lease Payments will be made by the City under the Lease for the use and occupancy of the Leased Property, which consists generally of the _____.

[DESCRIPTION OF LEASED PROPERTY TO COME]

Modifications to Leased Property

Under the Lease, the City has the right, at its own expense, to make additions, modifications and improvements to the Leased Property or any portion thereof. All additions, modifications and improvements to the Leased Property will thereafter comprise part of the Leased Property and become subject to the provisions of the Lease. Such additions, modifications and improvements may not in any way damage the Leased Property, or cause the Leased Property to be used for purposes other than those authorized under the provisions of state and federal law; and the Leased Property, upon completion of any additions, modifications and improvements, must be of a value which is not substantially less than the value thereof immediately prior to the making of such additions, modifications and improvements.

Substitution

Under the Lease, the City has the option at any time and from time to time, to substitute other real property (the "**Substitute Property**") for the Leased Property or any portion thereof (the "**Former Property**"), upon satisfaction of all of the requirements set forth in the Lease, which includes (among others) the following:

- (i) No event of default under the Lease has occurred and is continuing.
- (ii) The City has obtained a CLTA policy of title insurance insuring the City's leasehold estate under the Lease in the Substitute Property, subject only to permitted encumbrances, in an amount at least equal to the estimated value thereof.
- (iii) The City has certified in writing to the Authority and the Trustee that the Substitute Property serves the municipal purposes of the City and constitutes property which the City is permitted to lease under the laws of the State of California, and has been determined to be essential to the proper, efficient and economic operation of the City and to serve an essential governmental function of the City.
- (iv) The Substitute Property does not cause the City to violate any of its covenants, representations and warranties made herein.
- (v) The City has filed with the Authority and the Trustee a written certificate of the City or other written evidencing stating that the useful life of the Substitute Property at lease extends to the final maturity date of the Bonds, that the estimated value of the Leased Property, after substitution of the Substitute Property and release of the Former Property, is at least equal to the aggregate outstanding principal amount of the Bonds, and the fair rental value of the Leased Property, after substitution of the Substitute Property and release of the Former Property, is at least equal to the Lease Payments thereafter coming due and payable under the Lease.

See "APPENDIX A - Summary of Principal Legal Documents."

After a substitution, the Former Property will be released from the leasehold, as appropriate. The Authority and the City will also execute, deliver and cause to be recorded all documents required in connection with such substitution. Such amendments may be made without the consent of owners of the Bonds. The city is not entitled to any reduction, diminution, extension or other modification of the Lease Payments as a result of a substitution.

Released of Leased Property

Under the Lease, the City has the option at any time and from time to time during the term of the Lease to release from the Lease any portion of the Leased Property, provided that the City satisfies all of the requirements under the Lease that are conditions precedent to such removal, which include (among others) the following:

- (i) No event of default under the Lease has occurred and its continuing.
- (ii) The City has certified in writing to the Authority and the Trustee that the value of the property which remains subject to the Lease following such release is at least equal to the aggregate outstanding principal amount of the Bonds, and the fair rental value of the property which remains subject to the Lease following such release is at least equal to the Lease Payments thereafter coming due and payable.

See "APPENDIX A - Summary of Principal Legal Documents."

THE BONDS

This section provides summaries of the Bonds and certain provisions of the Indenture. See APPENDIX A for a more complete summary of the Indenture. Capitalized terms used but not defined in this section have the meanings given in APPENDIX A.

Authority for Issuance

The Bonds are being issued under the Bond Law, the Authority Resolution (which was adopted by the Board of the Authority on June 7, 2016), the City Resolution (which was adopted by the City Council on June 7, 2016), and the Indenture. Under the Authority Resolution and the City Resolution, the Bonds may be issued in a principal amount not to exceed \$9,500,000.

General Provisions

Bond Terms. The Bonds will be dated their date of delivery and issued in fully registered form without coupons in denominations of \$5,000 or any integral multiple of \$5,000. The Bonds will mature in the amounts and on the dates, and bear interest at the annual rates, set forth on the inside cover page of this Official Statement.

Payments of Principal and Interest. Interest on the Bonds will be payable on April 1 and October 1 in each year, beginning [October 1, 2016] (each an "Interest Payment Date").

While the Bonds are subject to the book-entry system, the principal, interest and any redemption premium with respect to the Bonds will be paid by the Trustee to DTC for subsequent disbursement to beneficial owners of the Bonds. See "– Book-Entry Only System."

Interest on the Bonds is payable from the Interest Payment Date next preceding the date of authentication thereof unless:

- (i) a Bond is authenticated on or before an Interest Payment Date and after the close of business on the preceding record date, in which event it will bear interest from such Interest Payment Date,
- (ii) a Bond is authenticated on or before the first record date, in which event interest thereon will be payable from the closing date, or
- (iii) interest on any Bond is in default as of the date of authentication thereof, in which event interest thereon will be payable from the date to which interest has been paid in full, payable on each Interest Payment Date.

Principal of the Bonds is payable upon surrender thereof at the office of the Trustee in _____, upon maturity or earlier redemption thereof. The principal of, premium, if any, and interest on the Bonds will be payable in lawful money of the United States of America. Interest with respect to the Bonds will be computed on the basis of a 360 day year composed of twelve 30-day months.

Transfer, Registration and Exchange

The following provisions regarding the exchange and transfer of the Bonds apply only during any period in which the Bonds are not subject to DTC's book-entry system. While the Bonds are subject to DTC's book-entry system, their exchange and transfer will be effected through DTC and the Participants and will be subject to the procedures, rules and requirements established by DTC. See "APPENDIX F – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Bond Register. The Trustee will keep or cause to be kept, at the Office of the Trustee, sufficient records for the registration and transfer of ownership of the Bonds, which shall upon reasonable notice as agreed to by the Trustee, be open to inspection during regular business hours by the Authority; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such records, the ownership of the Bonds as provided in the Indenture.

Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the registration books, by the person in whose name it is registered, in person or by a duly authorized attorney of such person, upon surrender of such Bond to the Trustee at its office for cancellation, accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. The Trustee shall require the owner requesting such transfer to pay any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds shall be surrendered for transfer, the Authority shall execute and the Trustee shall authenticate and deliver to the transferee a new Bond or Bonds of like series, interest rate, maturity and aggregate principal amount. The Authority shall pay the cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any transfer of Bonds.

Exchange of Bonds. The Bonds may be exchanged at the Office of the Trustee for a like aggregate principal amount of Bonds of other authorized denominations and of the same series, interest rate and maturity. The Trustee shall require the owner requesting such exchange to pay any tax or other governmental charge required to be paid with respect to such exchange. The Authority shall pay the cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any exchange of Bonds.

Redemption*

Optional Redemption. The Bonds maturing on or before October 1, 2026 are not subject to optional redemption prior to their stated maturity. The Bonds maturing on or after October 1, 2027, are subject to redemption, as a whole or in part at the election of the Authority among maturities on such basis as designated by the Authority and by lot within a maturity, at the option of the Authority, on April 1, 2026, and on any date thereafter, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed, together with accrued interest thereon to the date fixed for redemption, without premium.

Special Mandatory Redemption From Insurance or Condemnation Proceeds. The Bonds are subject to redemption as a whole, or in part on a pro rata basis among maturities, on any date, from any net proceeds of insurance or an eminent domain award with respect to the Leased Property which are not applied to repair, rebuild or replace the Leased Property as

* Preliminary; subject to change.

provided in the Indenture, at a redemption price equal to 100% of the principal amount to be redeemed plus interest accrued thereon to the date fixed for redemption, without premium.

Mandatory Sinking Fund Redemption. The Bonds maturing on October 1, 20__ (the "Term Bonds") are subject to mandatory redemption in part by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts and on October 1 in the respective years as set forth in the following tables; *provided, however*, that if some but not all of the Term Bonds have been redeemed under subsections (a) or (b) of this Section, the total amount of all future sinking fund payments shall be reduced by the aggregate principal amount of the Term Bonds so redeemed, to be allocated among such sinking fund payments on a pro rata basis in integral multiples of \$5,000 (as set forth in a schedule provided by the Authority to the Trustee).

Mandatory Sinking Fund Redemption of
Term Bonds Maturing October 1, 20__

Sinking Fund Redemption Date <u>(October 1)</u>	Principal Amount <u>To Be Redeemed</u>
-------------------------------------------------------	-------------------------------------------

Notice of Redemption. Notice of redemption will be mailed by the Trustee, first class, postage prepaid, not more than 60 and not less than 30 days before any redemption date, to the respective registered owners of any Bonds designated for redemption at their addresses appearing on the registration books maintained by the Trustee and to one or more Securities Depositories and the Municipal Securities Rulemaking Board. Neither the failure to receive any notice nor any defect therein will affect the proceedings for such redemption.

However, while the Bonds are subject to DTC's book-entry system, the Trustee will be required to give notice of redemption only to DTC as provided in the letter of representations executed by the Authority and received and accepted by DTC. DTC and the Participants will have sole responsibility for providing any such notice of redemption to the beneficial owners of the Bonds to be redeemed. Any failure of DTC to notify any Participant, or any failure of Participants to notify the beneficial owner of any Bonds to be redeemed, of a notice of redemption or its content or effect will not affect the validity of the notice of redemption, or alter the effect of redemption set forth in the Indenture.

Selection of Bonds for Redemption. Whenever provision is made in the Indenture for the redemption of less than all of the Bonds of a single maturity, the Trustee will select the Bonds of that maturity to be redeemed by lot in any manner which the Trustee in its sole discretion deems appropriate. For purposes of such selection, the Trustee will treat each Bond as consisting of separate \$5,000 portions and each such portion will be subject to redemption as if such portion were a separate Bond.

Effect of Redemption. If notice of redemption has been duly given and money for the payment of the redemption price of the Bonds called for redemption has been duly provided, such Bonds so called will cease to be entitled to any benefit under the Indenture other than the right to receive payment of the redemption price, and no interest will accrue thereon from and after the redemption date specified in such notice.

Rescission of Redemption Notice. The Authority has the right to rescind any notice of optional redemption of Bonds by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default. The Authority and the Trustee have no liability to the Bond owners or any other party related to or arising from such recession of redemption. The Trustee shall mail notice of such recession of redemption in the same manner as the original notice of redemption was sent under the Indenture.

Book-Entry Only System

The Bonds will be issued as fully registered bonds in book-entry only form, registered in the name of Cede & Co. as nominee of DTC, and will be available to ultimate purchasers in the denomination of \$5,000 or any integral multiple of \$5,000, under the book-entry system maintained by DTC. While the Bonds are subject to the book-entry system, the principal, interest and any redemption premium with respect to a Bond will be paid by the Trustee to DTC, which in turn is obligated to remit such payment to its DTC Participants for subsequent disbursement to beneficial owners of the Bonds. Purchasers of the Bonds will not receive certificates representing their interests therein, which will be held at DTC.

See “APPENDIX F – DTC AND THE BOOK-ENTRY ONLY SYSTEM” for further information regarding DTC and the book-entry system.

DEBT SERVICE SCHEDULE

The table below shows annual debt service payments on the Bonds, assuming no optional or mandatory redemption.

Year Ending October 1	Principal	Interest	Total Debt Service
	\$	\$	\$
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
Total:			

SECURITY FOR THE BONDS

The principal of and interest on the Bonds are not a debt of the Authority or the City, nor a legal or equitable pledge, charge, lien or encumbrance, upon any of their respective property, or upon any of their income, receipts, or revenues except the Revenues and other amounts pledged under the Indenture.

This section provides summaries of the security for the Bonds and certain provisions of the Indenture, the Property Lease and the Site Lease. See "APPENDIX A – Summary of Principal Legal Documents" for a more complete summary of the Indenture, the Property Lease and the Site Lease. Capitalized terms used but not defined in this section have the meanings given in APPENDIX A.

Pledge of Revenues

The Bonds are payable from a secured by a pledge of Revenues and certain funds and accounts established and held by the Trustee under the Indenture. Revenues, as defined in the Indenture mean:

(a) all amounts received by the Authority or the Trustee under or with respect to the Lease, including, without limiting the generality of the foregoing, all of the Lease Payments (including both timely and delinquent payments, any late charges, and whether paid from any source), but excluding (i) any amounts described in the provisions of the Lease relating to permitted amendments that provide for additional rental payments to be pledged or assigned for the payment of bonds issued to finance or refinance projects for which the City is authorized to expend its funds, and (ii) any additional rental payments (consisting of certain administrative costs due to the Authority and the Trustee under the Lease), and

(b) all interest, profits or other income derived from the investment of amounts in any fund or account established under the Indenture.

Pursuant to the Assignment Agreement, the Authority has assigned to the Trustee for the benefit of the owners of the Bonds, certain of its rights under the Lease, including its right to receive Lease Payments for the purpose of securing the payment of debt service on the Bonds and the right to pursue remedies in the event the City defaults under the Lease.

Lease Payments; Covenant to Appropriate

The City covenants, under the Lease, to make Lease Payments and Additional Rental Payments (which are not part of Revenues) for the right to use and occupy the Leased Property under the Lease. Amounts of the scheduled Lease Payments are calculated to be sufficient to pay debt service on the Bonds when due. Lease Payments will be paid by the City semiannually to the Trustee on the Business Day immediately preceding each Interest Payment Date. Upon receipt, the Trustee will deposit the Lease Payments in the Bond Fund for the purposes of paying principal of and interest on the Bonds. The City covenants under the Lease to take such action as may be necessary to include all Lease Payments and Additional Rental Payments in its annual budgets and to make the necessary annual appropriations for all such rental payments.

Under certain circumstances described in the Lease, however, Lease Payments are subject to abatement during periods of substantial interference with the City's use and occupancy of all or a portion of the Leased Property, as described in "-Abatement" below.

Abatement

The Lease provides that the obligation of the City to pay Lease Payments will be subject to abatement by reason of (i) any damage or destruction such that there is substantial interference with the use and occupancy of all or any portion of the Lease Property, or (ii) a temporary taking of the Leased Property or a permanent taking of a portion of the Leased Property. Such abatement will be in an amount determined by the City, such that the resulting unabated portion of the Lease Payments will represent fair consideration for the use and occupancy of the remaining usable portions of the Leased Property. Such abatement will continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction.

Notwithstanding the foregoing, under the Lease, the Lease Payments will not be subject to abatement to the extent that proceeds from rental interruption insurance are available to pay the portion of the Lease Payments which would otherwise be abated.

See "BOND OWNERS' RISKS – Abatement."

Insurance; Condemnation

In the event of an abatement of Lease Payments, debt service on the Bonds may, to a certain extent, be covered by insurance proceeds. The City is required to procure and maintain rental interruption or use and occupancy insurance to cover loss, total or partial, of the use of any portion of the Leased Property constituting buildings or other improvements as a result of certain hazards pursuant to the Lease. Such insurance will be in an amount at least equal to the maximum amount of Lease Payments coming due and payable during any consecutive two Fiscal Years. The net proceeds of such insurance, if any, will be paid to the Trustee and deposited in the Bond Fund, for application as a credit towards the payment of the Lease Payments allocable to the insured improvements as the same become due and payable.

The Lease also requires the City to maintain title insurance, standard commercial general liability insurance and casualty insurance with respect to the Leased Property. Any net proceeds under such title insurance policy will be deposited with the Trustee in the Bond Fund, to be credited towards the prepayment of the remaining Lease Payments under the Lease. The

required casualty insurance will have a coverage amount at least equal to the lesser of (a) 100% of replacement value of the insured buildings, or (b) 100% of the aggregate principal amount of the Bonds, and may be subject to such deductibles as the City deems adequate and prudent.

No Reserve Account

No debt service reserve account has been established with respect to the Bonds.

Remedies

If the City defaults in performance of its obligations under the Lease, the Authority or the Trustee, as assignee of the Authority, may either terminate the Lease and re-enter and re-let all or a portion of the Leased Property or may retain the Lease and hold the City liability for all payments on an annual basis and still have the right to re-enter and re-let the Leased Property without effecting a surrender of the Lease. Additionally, the Trustee may pursue remedies at law or in equity to enforce the Lease.

CITY FINANCIAL INFORMATION

General

The City was incorporated March 28, 1952 as a general law city, and operates under a Council-Manager form of government that includes five council members elected at-large for a term of four years. The Mayor is selected each year by majority vote of the other Council members. The Council appoints the City Manager, City Attorney and City Clerk. The City Council members also serve as the governing board members of the Successor Agency to the dissolved City of Campbell Redevelopment Agency and the Campbell Lighting and Landscape District.

The City provides the following services to its residents: police and contract fire protection; park and street lighting maintenance; recreational classes, services and cultural events; planning, zoning and building review and inspections; construction and maintenance of streets and roads; and leadership provided through general administrative services. Water, sewage, garbage and electric utilities are provided directly through other agencies not under the City's jurisdiction.

For economic and demographic information regarding the City and the County of Santa Clara, see APPENDIX D.

City Budgets

Annual Budget Process. The annual budget serves as the foundation of the City's financial planning and control. The budget process begins in December with each City department receiving a budget packet. Initial appropriation requests are made in mid-February; study sessions are later held with the City Council between March and May to discuss department goals and work plans as well as to obtain Council's input on special priorities or concerns that should be considered in developing the budget. Subsequently, the City Manager meets with each department director to discuss the budget requests and make changes where necessary. The City Manager then prepares and presents the recommended budget in late May or early June for Council's preliminary consideration.

The City's financial policies authorize the City Manager to administratively approve budget adjustments within the adopted budget under \$10,000 or requiring transfers from reserves under \$5,000 per transaction. Requests for increase in appropriations over these amounts or any adjustments to capital projects require approval by the City Council.

Adopted Fiscal Year 2015-16 Budget. The fiscal year 2015-16 Budget anticipates \$65 million in revenue, including capital funding sources of \$5.4 million.

City's Budgeted and Actual Figures. The table below sets forth (i) a comparison of the City's general fund budget for fiscal year 2014-15 to actual year-to-date figures as of June 30, 2015, and (ii) the City's adopted general fund budget for fiscal year 2015-16.

**TABLE 1
CITY OF CAMPBELL
General Fund Budgets**

	Budgeted Fiscal Year 2014-15	Audited Fiscal Year 2014-15	Budgeted Fiscal Year 2015-16
Revenues			
Property Taxes	\$10,496,000	\$11,277,004	\$11,233,000
Sales and use taxes	13,384,000	13,915,291	14,850,000
Franchise and other taxes	6,791,500	8,668,505	8,404,500
Licenses and permits	1,558,000	2,396,721	2,293,092
Fines and forfeitures	300,000	354,445	300,000
Investment Income	215,000	187,940	223,000
Intergovernmental revenues	339,214	323,475	357,802
Charges for services	4,066,218	3,574,524	4,022,765
Other Revenues	2,572,370	2,821,709	2,568,879
Operating Transfers-in	1,375,598	1,302,493	1,390,978
Total General Fund Revenues	\$41,278,400	\$44,822,107	\$44,253,038
Expenditures			
General Government	\$13,777,266	\$12,743,752	\$14,538,707
Public Safety	20,683,188	20,942,790	22,932,397
Public Works	4,918,234	4,747,625	5,364,022
Operating Transfers-out	2,853,466	2,633,846	3,312,001
Total Operating Expenditures	\$42,232,134	\$41,068,012	\$46,147,127
Capital Transfers-out	\$1,325,000	\$3,115,484	\$745,000
Total Expenditures	\$43,557,134	\$44,183,496	\$46,892,127
Fund Balance Beginning of Year	\$22,243,912	\$25,429,609	\$24,451,018
Fund Balance End of Year	\$23,429,315	\$26,068,215	\$23,202,907

Source: City of Campbell.

Financial Statements

Accounting Policies. The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for by providing a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. City resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

See “APPENDIX B – AUDITED FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2015” for additional information regarding the City’s accounting policies.

Audited Financial Statements. The City’s most recent audited financial statements for the fiscal year ending June 30, 2015, are attached as “APPENDIX B – AUDITED FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2015” to this Official Statement, which were prepared by the City and audited by White Nelson Diehl Evans LLP, certified public accountants, Irvine, California (the “**Auditor**”).

The Financial Statements should be read in their entirety. The City has not requested nor did the City obtain permission from the Auditor to include the audited financial statements as an appendix to this Official Statement. Accordingly, the Auditor has not performed any post-audit review of the financial condition or operations of the City or the General Fund. In addition, the Auditor has not reviewed this Official Statement.

General Fund Financial Data

The following tables provide (i) a five-year history of the City’s Comparative Balance Sheet, and (ii) a summary of the City’s General Fund revenues, expenditures, transfers, and ending fund balances for fiscal years 2010-11 through 2014-15.

TABLE 2
CITY OF CAMPBELL
General Fund Balance Sheet

	Audited 2010-11	Audited 2011-12	Audited 2012-13	Audited 2013-14	Audited 2014-15
Assets					
Cash and cash investments	\$21,634,659	\$21,631,422	\$22,605,810	\$26,183,215	\$26,126,630
Receivables:					
Accounts	433,986	499,633	426,302	463,733	510,138
Taxes	1,611,184	1,862,859	2,044,264	2,152,424	2,294,372
Interest	75,638	90,541	43,265	53,193	24,600
Notes and loans	--	--	--	--	--
Due from other funds	594,859	744,566	1,936,048	311,105	1,422,202
Advance to Campbell Successor Agency	--	--	--	--	--
Prepaid expenses	--	--	12,782	--	--
Total assets	24,350,326	24,829,021	27,068,471	29,163,670	30,377,942
Liabilities					
Accounts payable	1,155,044	1,081,216	1,499,891	1,288,416	1,900,273
Accrued payroll	517,927	664,497	1,122,225	1,223,075	1,218,852
Deposits payable	819,767	751,125	983,973	1,194,049	1,130,948
Due to other funds	72,451	12,930	--	3,740	6,805
Due to other governments	--	57,462	--	--	--
Deferred revenue	77,621	17,864	--	--	--
Unearned revenue	--	--	33,067	24,781	52,849
Total liabilities	2,642,810	2,585,094	3,639,156	3,734,061	4,309,726
Deferred Inflows of Resources					
Unavailable revenues - grants	--	--	--	--	--
Fund balances (deficits)					
Nonspendable	--	--	12,782	--	--
Restricted	32,756	--	--	--	--
Committed	19,061,518	19,816,774	20,748,137	22,443,923	22,930,342
Assigned	1,552,458	1,414,030	1,681,171	1,881,401	2,176,615
Unassigned	1,060,784	1,013,113	987,225	1,104,285	961,258
Total fund balances (deficits)	21,707,516	22,243,917	23,429,315	25,429,609	26,068,215
Total Liabilities, Deferred Inflows of Resources and Fund Balances	\$24,350,326	\$24,829,011	\$27,068,471	\$29,163,670	\$30,377,942

Source: City of Campbell Audited Financial Statements.

TABLE 3
CITY OF CAMPBELL
General Fund Revenues, Expenditures and Changes in Fund Balances

	Fiscal Year 2010-11	Fiscal Year 2011-12	Fiscal Year 2012-13	Fiscal Year 2013-14	Fiscal Year 2014-15
Revenues					
Property taxes	\$8,550,309	\$8,780,697	\$9,770,597	\$10,237,769	\$11,277,004
Sales and use taxes	10,524,344	11,777,407	12,649,768	13,115,263	13,915,291
Other taxes	5,197,355	6,134,122	6,642,431	7,561,182	8,668,505
Special assessments	--	--	--	--	--
Licenses and permits	1,828,631	2,229,222	2,213,828	3,057,428	2,396,721
Fines and forfeitures	394,275	354,359	302,199	332,100	354,445
Investment income	265,185	191,924	(38,665)	266,187	187,940
Rents and leases	2,090,195	2,074,445	2,255,422	2,567,440	2,604,602
Intergovernmental	373,598	231,040	222,695	209,500	323,475
Charges for services	3,717,712	3,682,536	3,449,197	3,522,570	3,574,524
Project revenues	--	--	--	--	--
Donations	80,094	66,447	60,648	82,687	59,101
Parkland dedication fees	--	--	--	--	--
Miscellaneous revenues	63,559	70,073	544,116	378,460	158,004
Total revenues	33,085,257	35,592,272	38,072,236	41,330,586	43,519,612
Expenditures					
Current:					
General government	4,204,006	4,380,461	4,800,319	5,173,835	5,394,277
Recreation	4,497,252	4,569,693	4,841,625	4,983,642	5,340,786
Community development	1,253,601	1,601,352	1,528,646	1,758,829	2,008,690
Public Safety	18,203,868	19,284,849	20,279,108	20,199,917	20,942,791
Public Works	3,420,001	3,312,177	3,882,765	4,176,238	4,747,625
Capital Outlay	--	--	--	--	--
Debt Service:					
Principal	--	--	--	--	--
Interest	--	--	--	--	--
Total expenditures	31,578,728	33,148,532	35,332,463	36,292,461	38,434,169
Excess (deficiency) of revenues over expenditures	1,506,519	2,443,740	2,739,773	5,038,125	5,085,443
Other financing sources (uses)					
Transfers in	1,380,635	1,150,671	1,337,244	1,494,992	1,302,493
Transfers out	(2,149,196)	(3,058,010)	(2,891,619)	(4,532,823)	(5,749,330)
Net other financing sources (uses)	(768,561)	(1,907,339)	1,554,375	(3,037,831)	(4,446,837)
Net change in fund balances	737,958	536,401	1,185,398	2,000,294	638,606
Fund balances at beginning of year	20,969,558	21,707,516	22,243,917	23,429,315	25,429,609
Fund balances at end of year	\$21,707,516	\$22,243,917	\$23,429,315	\$25,429,609	\$26,068,215

Source: City of Campbell Audited Financial Statements.

Sales Taxes

Sales and use taxes represent the largest source of tax revenue to the City. The sales tax is an excise tax imposed on retailers for the privilege of selling or leasing tangible personal property. The use tax is an excise tax imposed for the storage, use, or other consumption of tangible personal property purchased from any retailer. According to the City's 2015-16 Adopted Budget, the total sales tax rate within the City is approximately 31% of the General Fund's net operating revenue base.

Collection of the sales and use tax is administered by the California State Board of Equalization. Under its procedures, the State Board of Equalization projects receipts of the sales and use tax on a quarterly basis and remits an advance of the receipts of the sales and use tax to the City on a monthly basis. The amount of each monthly advance is based upon the State Board of Equalization's quarterly projection. During the last month of each quarter, the State Board of Equalization adjusts the amount remitted to reflect the actual receipts of the sales and use tax for the previous quarter. The State Board of Equalization receives an administrative fee based on the cost of services provided by the Board to the City in administering the City's sales tax, which is deducted from revenue generated by the sales and use tax before it is distributed to the City.

Sales Tax Rates. Currently, taxable transactions in the City are subject to the following sales and use tax, of which the City's share is only a portion. The State collects and administers the tax, and makes distributions on taxes collected within the City, as follows:

**TABLE 4
CITY OF CAMPBELL
Sales Tax Rates
As of April 1, 2016**

State of California	7.50%
County of Santa Clara	1.25
City of Campbell	0.25
Total	9.00%

Source: California State Board of Equalization.

Application of Sales Tax. Sales and use taxes are complementary taxes; when one applies, the other does not. In general, the statewide sales tax applies to gross receipts of retailers from the sale of tangible personal property in the State. The use tax is imposed on the purchase, for storage, use or other consumption in the State of tangible personal property from any retailer. The use tax generally applies to purchases of personal property from a retailer outside the State where the use will occur within the State. The sales tax is imposed upon the same transactions and items as the statewide sales tax and the statewide use tax, of which certain transactions are exempt.

Sales Tax Collection Procedures. Collection of the sales and use tax is administered by the State Board of Equalization. According to the State Board of Equalization, it distributes quarterly tax revenues to cities, counties and special districts using the following method:

Using the prior year's like quarterly tax allocation as a starting point, the Board first eliminates nonrecurring transactions such as fund transfers, audit payments and refunds, and then adjusts for growth, in order to establish the estimated base amount. The State Board of

Equalization disburses 90% to each local jurisdiction in three monthly installments (advances) prior to the final computation of the quarter's actual receipts. Ten percent is withheld as a reserve against unexpected occurrences that can affect tax collections (such as earthquakes, fire or other natural disaster) or distributions of revenue such as unusually large refunds or negative fund transfers. The first and second advances each represent 30% of the 90% distribution, while the third advance represents 40%. One advance payment is made each month, and the quarterly reconciliation payment (clean-up) is distributed in conjunction with the first advance for the subsequent quarter. Statements showing total collections, administrative costs, prior advances and the current advance are provided with each quarterly clean-up payment.

Under the Sales and Use Tax Law, all sales and use taxes collected by the State Board of Equalization under a contract with any city, city and county, redevelopment agency, or county are required to be transmitted by the State Board of Equalization to such city, city and county, redevelopment agency, or county periodically as promptly as feasible. These transmittals are required to be made at least twice in each calendar quarter.

Under its procedures, the State Board of Equalization projects receipts of the sales and use tax on a quarterly basis and remits an advance of the receipts of the sales and use tax to the City on a monthly basis. The amount of each monthly advance is based upon the State Board of Equalization's quarterly projection. During the last month of each quarter, the State Board of Equalization adjusts the amount remitted to reflect the actual receipts of the sales and use tax for the previous quarter.

The State Board of Equalization receives an administrative fee based on the cost of services provided by the Board to the City in administering the City's sales tax, which is deducted from revenue generated by the sales and use tax before it is distributed to the City.

History of Taxable Transactions. Summaries of historic taxable sales within the City and the County during the past five years in which data is available are shown in the following tables. Annual figures are not yet available for calendar year 2014.

Total taxable sales during the first three quarters of calendar year 2014 in the City were reported to be \$678,629,000, a 3.42% increase over the total taxable sales of \$656,166,000 reported during the first three quarters of calendar year 2013.

TABLE 5
CITY OF CAMPBELL
Taxable Retail Sales
Number of Permits and Valuation of Taxable Transactions
(Dollars in Thousands)

	<u>Retail Stores</u>		<u>Total All Outlets</u>	
	<u>Number of Permits</u>	<u>Taxable Transactions</u>	<u>Number of Permits</u>	<u>Taxable Transactions</u>
2009	899	\$550,727	1,670	\$709,543
2010	911	568,773	1,663	703,288
2011	870	632,091	1,593	789,366
2012	906	674,188	1,597	833,225
2013	944	713,441	1,634	883,015

Source: State of California, Board of Equalization.

Property Taxes

General. Property taxes represent the second largest source of tax revenue to the City. This section describes property tax levy and collection procedures and certain information regarding historical assessed values and major property taxpayers in the City. See “CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS” and “RISK FACTORS – Property Taxes” for a description of risks associated with the levy and collection of property tax revenues.

Property taxes in the State have historically been the primary revenue source affected by voter initiatives and legislative actions. With approval of Proposition 13 (“**Proposition 13**”), property tax revenues were reduced by two-thirds and thereafter limited to 2% annual increases or the consumer price index, whichever is less. See “CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS – Article XIII A of the State Constitution” for further description of Proposition 13.

Levy and Collection. Property taxes are levied for each Fiscal Year on taxable real and personal property as of the preceding January 1. For assessment and collection purposes, property is classified either as “**secured**” or “**unsecured**” and is listed accordingly on separate parts of the assessment roll. The “**secured roll**” is that part of the assessment roll containing State-assessed public utilities property and real property the taxes on which are a lien sufficient, in the opinion of the County Assessor, to secure payment of the taxes. Other property is assessed on the “**unsecured roll.**”

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each Fiscal Year, and become delinquent on December 10 and April 10, respectively. A penalty of 10% attaches immediately to all delinquent payments. Property on the secured roll with respect to which taxes are delinquent become tax defaulted on or about June 30 of the Fiscal Year. Such property may thereafter be redeemed by payment of a penalty of 1% per month to the time of redemption, plus costs and a redemption fee. If taxes are unpaid for a period of five years or more, the property is deeded to the State and may be sold at public auction.

Property taxes on the unsecured roll are due as of the January 1 lien dates and become delinquent on August 31. A 10% penalty attaches to delinquent unsecured taxes. If unsecured taxes are unpaid at 5:00 p.m. on October 31, an additional penalty of 1% attaches to them on the first day of each month until paid. The County has four ways of collecting delinquent unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a judgment in the office of the County Clerk specifying certain facts in order to obtain a lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the County Recorder’s office in order to obtain a lien on certain property of the taxpayer; and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee.

Beginning in 1978-79, Proposition 13 and its implementing legislation shifted the function of property tax allocation to the counties, except for levies to support prior voted debt, and prescribed how levies on county-wide property values are to be shared with local taxing entities within each county. See “CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS – Article XIII A of the State Constitution” for further description of Proposition 13.

Teeter Plan. The County and the other political subdivisions within its boundaries operate under the provisions of Sections 4701 through 4717, inclusive, of the Revenue and Taxation Code of the State, commonly referred to as the “Teeter Plan,” with respect to property tax collection and disbursement procedures. Under this method, the City receives 100% of its secured property tax levied in exchange for foregoing any interest and penalties collected on delinquent taxes. The City receives payments as a series of advances made by the County throughout the year. Secured property tax levy is recognized as revenue upon receipt, including the final payment, which generally is received within 60 days after the fiscal year end.

Assessed Valuation. All property is assessed using full cash value as defined by Article XIII A of the State Constitution. State law provides exemptions from *ad valorem* property taxation for certain classes of property such as churches, colleges, non-profit hospitals, and charitable institutions. See “CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS.”

Future assessed valuation growth allowed under Article XIII A (new construction, certain changes of ownership, 2% inflation) will be allocated on the basis of “situs” among the jurisdictions that serve the tax rate area within which the growth occurs. Local agencies and schools will share the growth of “base” revenues from the tax rate area. Each year’s growth allocation becomes part of each agency’s allocation in the following year.

Assessed Valuation History. The table below presents a 5-year history of the assessed value of property within the City.

**TABLE 6
CITY OF CAMPBELL
Assessed Valuation
Fiscal Years 2010-11 through 2015-16**

Year	Local Secured	Utility	Unsecured	Total
2011-12	\$6,088,878,105	\$145,750	\$253,185,951	\$6,342,209,806
2012-13	6,200,714,942	145,750	280,367,332	6,481,228,024
2013-14	6,950,990,912	145,750	284,251,723	7,235,388,385
2014-15	7,407,865,106	172,250	288,458,347	7,696,495,703
2015-16	7,957,558,231	172,250	273,569,603	8,231,300,084

Source: California Municipal Statistics Inc.

Major Property Taxpayers. The following table shows the top 20 local secured property taxpayers for the current Fiscal Year.

**TABLE 7
CITY OF CAMPBELL
Top Twenty Local Secured Taxpayers
Fiscal Year 2015-16**

<u>Property Owner</u>	<u>Primary Land Use</u>	<u>2015-16 Assessed Valuation</u>	<u>% of Total ⁽¹⁾</u>
1. CFEP Pruneyard LLC	Shopping Center	\$ 219,515,166	2.76%
2. Legacy III Campbell LLC	Office Building	123,857,757	1.56
3. Campbell Technology Park LLC	Industrial	77,360,019	0.97
4. RP Maximus Pruneyard Owner LLC	Apartments	74,830,815	0.94
5. Hamilton Plaza Investors LLC	Shopping Center	54,814,290	0.69
6. CRP Vasona LLC	Industrial	53,875,049	0.68
7. Bay Apartment Communities Inc.	Apartments	53,026,469	0.67
8. Marc W. Buzolich, Trustee	Shopping Center	49,469,166	0.62
9. Campbell Apartments Properties LLC	Apartments	46,602,499	0.59
10. Essex The Commons LP	Apartments	45,329,569	0.57
11. MGJV Investments III LLC	Commercial	44,822,193	0.56
12. CRP Lincoln LLC	Office Building	42,329,170	0.53
13. 950 West Hamilton, Lessor	Shopping Center	29,000,000	0.36
14. Campbell Plaza Apartments LLC	Apartments	28,399,670	0.36
15. EQR Woodleaf Apts. LP	Apartments	26,126,644	0.33
16. Allergen Sales LLC	Industrial	25,685,758	0.32
17. Barracuda Networks Inc.	Office Building	25,547,606	0.32
18. Campbell HHG Hotel Development LP	Hotel	24,879,871	0.31
19. Brian Avery, Trustee	Apartments	24,368,514	0.31
20. Campbell Gateway Square	Shopping Center	<u>20,989,271</u>	<u>0.26</u>
		<u>\$1,090,829,496</u>	<u>13.71%</u>

(1) 2015-16 Local Secured Assessed Valuation: \$7,957,558,231.
Source: California Municipal Statistics, Inc.

Other Taxes and Revenues

Franchise Taxes. Franchise tax revenue is derived from fees charges to various utilities for doing business within the City. The fee is generally computed as a percentage of gross income of the utility.

State Budget

Although the City does not receive a significant portion of its annual revenues directly from the State, the State's financial condition and budget policies affect communities and local public agencies throughout the State. At various times, the State has experienced significant financial and budgetary stress.

Recent State budgets have been balanced and balanced budgets are projected for the foreseeable future, but there can be no certainty that budget-cutting strategies such as those used in prior years will not be used in the future should the State budget again experience stresses. To the extent that the State budget process results in reduced revenues to the City in the future, the City could be required to make adjustments to its budget.

Employees and Labor Relations

As of May 16, 2016, the City had 151 full-time and approximately 12 part-time employees who averaged approximately 31.7 hours worked per week full-time equivalent employees. The following table provides a list of employee organizations in the City and their membership.

**TABLE 8
CITY OF CAMPBELL
EMPLOYEE ORGANIZATIONS**

<u>Bargaining Unit</u>	<u>Number of Represented Employees</u>	<u>Contract Expiration Date</u>
CMEA	53	06/30/2017
CONF	4	06/30/2017
CPCEA	21	06/30/2017
CPOA	40	12/31/2016
MGMT	22	06/30/2017
CARP	23	06/30/2019

Source: City of Campbell.

Risk Management and Self-Insurance

Risk management activity for City exposure to torts (general liability) is accounted for as a liability on the Statement of Net Position. The City is self-insured for the first \$100,000 of liability for each occurrence, and the excess (up to \$20,000,000) is covered through the City's participation in the Association of Bay Area Governments Pooled Liability Assurance Network (the "ABAG PLAN") general liability risk pool. The ABAG PLAN also provides \$1,000,000 of employee theft coverage in excess of the City's \$5,000 deductible.

The ABAG PLAN pool consists of thirty-one member agencies within the San Francisco Bay Area. The stated purpose of the ABAG pool is to provide certain levels of liability insurance coverage, claims management, risk management services, and legal defense to each participating city within the pool. See Note 12 to the City's Audited Financial Statements attached hereto as APPENDIX B – "AUDITED FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2015."

Defined Benefit Pension Plan

General. The City contributes to the California Public Employees Retirement System ("PERS"), an agent multiple-employer public employee defined benefit pension plan. PERS provides retirement, disability benefits, and death benefits to plan members and beneficiaries. PERS acts as a common investment and administrative agent for participating public entities within the State of California. Copies of PERS' annual financial report may be obtained from its executive office at 400 "P" Street, Sacramento, California 95814.

PERS Contributions. Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for both Plans are determined annual on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to

finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. For a summary of assumptions used in the actuarial valuation, see "APPENDIX B – AUDITED FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2015 - Note 9."

Changes in Net Pension Liability. The following table shows the changes in net pension liability over the measurement period:

**CHANGES
IN NET PENSION LIABILITY**

	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability (Asset)
Balance, June 30, 2014	\$84,995,492	\$61,409,533	\$22,585,959
Changes in the year:			
Service cost	1,803,589	--	1,803,589
Interest on the total pension liability	6,237,266	--	6,237,266
Differences between actual and expected experience	--	--	--
Changes in assumptions	--	--	--
Changes in benefit terms	--	--	--
Contribution - employer	--	1,592,734	(1,592,734)
Contribution - employee (paid by employer)	--	--	--
Contribution - employee	--	869,838	(869,838)
Net investment income	--	10,321,563	(10,321,563)
Administrative expenses	--	--	--
Benefit payments, including refunds of employee contributions	(3,467,485)	(3,467,485)	--
Net changes during 2014-15	4,573,370	9,316,650	(4,743,280)
Balance, June 30, 2015	\$88,568,862	\$70,726,183	\$17,842,679

Recent Actions by PERS. On March 14, 2012, the PERS Board of Administration voted to reduce its discount rate, which is attributable to its expected price inflation and investment rate of return (net of administrative expenses), from 7.75% to 7.5%. As a result of such discount rate decrease, among other things, (i) the amounts of PERS member state and schools employer contributions will increase by 1.2 to 1.6% for Miscellaneous plans and 2.2 to 2.4% for Safety plans beginning fiscal year 2012-13 and (ii) the amounts of PERS member public agency contributions will increase by 1 to 2% for Miscellaneous plans and 2 to 3% for Safety plans beginning fiscal year 2013-14.

The PERS Board adjustment has been undertaken in order to address underfunding of the PERS funds, which arose from significant losses incurred as a result of the economic crisis arising in 2008 and persists due to a slower than anticipated, subsequent economic recovery. The City is unable to predict what the amount of PERS liabilities will be in the future, or the amount of the PERS contributions which the City may be required to make.

At its April 17, 2013 meeting, the PERS Board of Administration approved a recommendation to change the PERS amortization and smoothing policies. Prior to this change, PERS employed an amortization and smoothing policy which spread investment returns over a 15-year period with experience gains and losses paid for over a rolling 30-year period. After this change, PERS will employ an amortization and smoothing policy that will pay for all gains and

losses over a fixed 30-year period with the increases or decreases in the rate spread directly over a 5-year period.

The new amortization and smoothing policy were used for the first time in the June 30, 2013 actuarial valuations. These valuations were performed in the fall of 2014 and set employer contribution rates for the fiscal year 2015-16.

On February 20, 2014, the PERS Board of Administration adopted new mortality and retirement assumptions as part of a regular review of demographic experience. Key assumption changes included longer post-retirement life expectancy and earlier retirement ages. The impact of the assumption changes will be phased in over five years, with a twenty-year amortization, beginning in the 2016-17 Fiscal Year.

According to PERS, the current amortization and smoothing policy was designed to reduce volatility in employer contribution rates, and, although the policy accomplished this goal fairly well since its adoption, a number of concerns have developed:

- The use of an actuarial value of assets corridor can lead to significant single year increases to rates in years when there are large investment losses.
- The use of long asset smoothing periods and long rolling amortization periods result in slow progress toward full funding.
- The use of an actuarial value of assets requires the disclosure of two different funded statuses and unfunded liability numbers in actuarial valuation reports. This adds confusion and inhibits transparency.
- The use of rolling amortization and long asset smoothing periods makes it difficult for employers to predict when contribution rates will peak and how high that peak will be.
- The use of rolling amortization and asset smoothing periods may result in additional calculations for the new accounting standards. These calculations would be avoided with a quicker funded status recovery.

According to PERS, the adoption of the new smoothing and amortization policies will change future employer contribution rates, as follows:

- Funding levels will improve, which will reduce the funding level risk.
- Local agencies' plans will experience more rate volatility in normal years, but a much reduced chance of very large rate increases in years when there are large investment losses.
- Contribution rates in the near term will increase.
- Long-term contribution rates will be lower.
- There will be greater transparency about the timing and impact of future employer contribution rate changes.
- The new policy eliminates the need for an actuarial value of assets. As a result, there will be only one funded status and unfunded liability in actuarial reports.
- There will be less confusion when the new accounting standards are implemented since there will be no need for extra liability calculations.

Pension Reform Act of 2013 (Assembly Bill 340). On September 12, 2012, Governor Brown signed AB 340, a bill that enacted the California Public Employees' Pension Reform Act of 2013 ("PEPRA") and that also amended various sections of the State Education and Government Codes. PEPRA (i) increases the retirement age for new State, school, and city and local agency employees depending on job function, (ii) caps the annual PERS pension benefit payouts, (iii) addresses numerous abuses of the system, and (iv) requires State, school, and certain city and local agency employees to pay at least half of the costs of their PERS pension benefits. PEPRA applies to all public employers except the University of California, charter cities and charter counties (except to the extent they contract with PERS.)

The provisions of PEPRA went into effect on January 1, 2013 with respect to new State, school, and city and local agency employees hired on that date and after; existing employees who are members of employee associations, including employee associations of the City, will have a five-year window to negotiate compliance with PEPRA through collective bargaining. If agreement is not reached by January 1, 2018, a city, public agency or school district could force employees to pay their half of the costs of PERS pension benefits, up to 8% of pay for civil workers and 11% or 12% for public safety workers.

PERS has predicted that the impact of PEPRA on employers, including the City and other employers in the PERS system, and employees will vary, based on each employer's current level of benefits. To the extent that the new formulas lower retirement benefits, employer contribution rates could decrease over time as current employees retire and employees subject to the new formulas make up a larger percentage of the workforce. This change would, in some circumstances, result in a lower retirement benefit for employees than they currently earn. Additionally, PERS has noted that changes arising from PEPRA could ultimately have an adverse impact on public sector recruitment in areas that have historically experienced recruitment challenges due to higher pay for similar jobs in the private sector.

More information about PEPRA can be accessed through the PERS's web site at <https://www.calpers.ca.gov/page/about/laws-regulations/regulatory-actions/pepra>. *This internet address is provided for reference and convenience only; the information contained within this website may not be current and has not been reviewed by the City or the Underwriters and is not incorporated herein by reference.*

The City is unable to predict the amount of PERS liabilities in the future or the amount of the PERS contributions which the City may be required to make, all as a result of the implementation of PEPRA, and as a result of negotiations with its employee associations.

Other Post-Employment Benefits

Plan Description. The City administers a single employer Retiree Award Program which provides medical insurance benefits on a reimbursement basis to eligible retirees in accordance with various labor agreements. The City pays up to \$325 per month for retiree only medical insurance premiums or the actual cost of the retiree program, whichever is less. Eligible retirees must be retired from the City with at least 17 years of service with the City and be at least 50 years of age.

The City has established a trust with the California Employers Retiree Benefit Trust for the purpose of holding assets accumulated for plan benefits.

Funding Policy. The contribution requirements of plan members and the City are established and may be amended by City Council. The contribution required to be made under City Council and labor agreement requirements is based on the most recent actuarial study using a 10-year phase-in option.

Annual OPEB Cost and Net OPEB Obligation. The City's annual other postemployment benefit ("OPEB") cost (expense) is calculated based on the annual required contribution of the employer ("ARC"), an amount actuarially determined in accordance with the parameters of Governmental Accounting Standards Board Statement No. 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed thirty years.

The following table shows the components of the annual OPEB cost for the current fiscal year, the amount actually contributed to the plan, and changes in the City's net OPEB obligation of these benefits:

Annual required contribution	\$689,000
Interest on net OPEB obligation	102,000
Adjustment to ARC	<u>(138,000)</u>
Annual OPEB cost (expense)	653,000
Contributions made (including premiums)	<u>(595,169)</u>
Increase in net OPEB obligation	57,831
Net OPEB obligation, beginning of year	<u>1,633,647</u>
Net OPEB obligation, end of year	\$1,691,478

Source: City of Campbell Audited Financial Statements.

The City's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for the fiscal year ended June 30, 2015 and the two preceding years were as follows:

OPEB OBLIGATION
Fiscal Years 2012-13 through 2014-15

Fiscal Year Ended	Annual OPEB Cost	% of Annual OPEB Cost Contributed	Net OPEB Obligation
06/30/2013	\$573,000	49%	\$1,832,647
06/30/2014	447,000	145	1,633,647
06/30/2015	653,000	91	1,691,478

Source: City of Campbell Audited Financial Statements.

Funded Status and Funding Progress. As of June 30, 2013, the most recent actuarial valuation date, the plan was 14.1% funded. The actuarial accrued liability for benefits was \$7,204,000 and the actuarial value of assets was \$1,015,000, resulting in an unfunded actuarial accrued liability ("UAAL") of \$6,189,000. The covered payroll (annual payroll of active employees covered by the plan) was \$13,039,000, and the ratio of the UAAL to the covered payroll was 47.5%

For more information regarding the City's OPEB and assumptions used in the Actuarial Study, see Note 11 in the City's 2014-15 audited financial statements attached as APPENDIX B – " AUDITED FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2015.

[Short Term Borrowings - CONFIRM

The City has not in recent years issued short term debt for meeting its cash flow needs.]

Direct and Overlapping Debt

Contained within the City are overlapping local agencies providing public services which have issued general obligation bond and other types of indebtedness. Direct and overlapping bonded indebtedness as of May 1, 2016 is shown in the following table compiled by California Municipal Statistics, Inc. The City has not independently verified the information in the table and makes no representations as to completeness or accuracy.

TABLE 9
CITY OF CAMPBELL
Statement of Direct and Overlapping Debt as of May 1, 2016

2015-16 Assessed Valuation: \$8,231,300,084

<u>OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable ⁽¹⁾</u>	<u>Debt 5/1/16</u>
Santa Clara County	2.121%	\$ 16,810,728
West Valley-Mission Community College District	7.418	31,150,431
Campbell Union High School District	20.686	29,532,368
Cambrian School District	31.575	16,379,514
Campbell Union School District	31.047	51,311,758
Moreland School District	10.908	12,822,600
Midpeninsula Regional Open Space District	0.038	17,100
Santa Clara Valley Water District Benefit Assessment District	2.121	<u>2,101,063</u>
TOTAL OVERLAPPING TAX AND ASSESSMENT DEBT		\$160,125,562
 <u>DIRECT AND OVERLAPPING GENERAL FUND DEBT:</u>		
Santa Clara County General Fund Obligations	2.121%	\$14,566,525
Santa Clara County Pension Obligation Bonds	2.121	7,786,580
Santa Clara County Board of Education Certificates of Participation	2.121	135,320
Santa Clara County Vector Control District Certificates of Participation	2.121	65,433
West Valley-Mission Community College District General Fund Obligations	7.418	4,775,338
Campbell Union High School District General Fund Obligations	20.686	3,137,032
Campbell Union School District General Fund Obligations	31.047	1,038,522
City of Campbell Certificates of Participation	100.000	16,230,843 ⁽¹⁾
Midpeninsula Regional Open Space District General Fund Obligations	0.038	<u>46,611</u>
TOTAL GROSS DIRECT AND OVERLAPPING GENERAL FUND DEBT		\$47,782,204
Less: Santa Clara County supported obligations		<u>10,355,185</u>
TOTAL NET DIRECT AND OVERLAPPING GENERAL FUND DEBT		\$37,427,019
 <u>OVERLAPPING TAX INCREMENT DEBT (Successor Agency):</u>		
	100.000%	\$19,380,000
 GROSS COMBINED TOTAL DEBT		
		\$227,287,766 ⁽²⁾
NET COMBINED TOTAL DEBT		
		\$216,932,581

Ratios to 2015-16 Assessed Valuation:

Total Overlapping Tax and Assessment Debt.....	1.95%
Total Direct Debt (\$16,230,843)	0.20%
Gross Combined Total Debt.....	2.76%
Net Combined Total Debt.....	2.64%

Ratios to Redevelopment Successor Agency Incremental Valuation (\$791,755,536):

Total Overlapping Tax Increment Debt	2.45%
--------------------------------------------	-------

(1) Excludes issue to be sold.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Source: California Municipal Statistics, Inc.

Investment of Funds; City's Pooled Operating Investment Fund

Investment of City Funds. The City Treasurer is responsible for investing available cash in accordance with the California Government Code and the Statement of Investment Policy adopted by the City Council. Typical investment activity includes debt instruments issued by the Federal Home Loan Bank Board, Federal Farm Credit Bank and Federal Home Loan Mortgage Corporation, Bank Certificates of Deposit, Insured Money Market Funds, and the State Treasurer's Local Agency Investment Fund ("LAIF").

LAIF is a special fund of the California State Treasury through which local governments may pool investments. It is overseen by the Local Agency Investment Advisory Board, which consists of five members, in accordance with State Statute. The State Treasurer's Office audits the fund annually. Investments in LAIF are highly liquid, as deposits can be converted to cash within 24 hours without loss of interest. Investments with LAIF are secured by the full faith and credit of the State of California.

The City Treasurer is required to review and render quarterly reports to the City Manager and City Council in compliance with California Government Code Section 53646(b). These reports will include the face amount of the cash investment, the classification of the investment, the name of the institution or entity, the rate of interest, the maturity date, the current market value and accrued interest due for all securities. Additionally, each report will include the amount held by the City's deferred compensation administrator(s) and a statement of the portfolio's compliance with the City's investment policy and a statement denoting the City's ability to meet its expenditure requirements for the then coming six months.

CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS

The constitutional and statutory provisions discussed in this section have the potential to affect the ability of the City to levy taxes and spend tax proceeds for operating and other purposes.

Article XIII A of the State Constitution

On June 6, 1978, California voters approved Proposition 13, which added Article XIII A to the State Constitution. Article XIII A, as amended, limits the amount of any *ad valorem* tax on real property to one percent of the full cash value thereof, except that additional *ad valorem* taxes may be levied to pay debt service (i) on indebtedness approved by the voters prior to July 1, 1978, (ii) on bonded indebtedness approved by a two-thirds vote on or after July 1, 1978, for the acquisition or improvement of real property or (iii) bonded indebtedness incurred by a school district, community college district or county office of education for the construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of school facilities or the acquisition or lease of real property for school facilities, approved by 55 percent of the voters voting on the proposition. Article XIII A defines full cash value to mean "the county assessor's valuation of real property as shown on the 1975-76 tax bill under "full cash value," or thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment." This full cash value may be increased at a rate not to exceed two percent per year to account for inflation.

Article XIII A has subsequently been amended to permit reduction of the "full cash value" base in the event of declining property values caused by damage, destruction or other factors, to provide that there would be no increase in the "full cash value" base in the event of reconstruction of property damaged or destroyed in a disaster, and in other minor or technical ways.

Legislation Implementing Article XIII A

Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The one percent property tax is automatically levied by the County and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1989.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the two percent annual adjustment are allocated among the various jurisdictions in the "taxing area" based upon their respective "situs." Any such allocation made to a local agency continues as part of its allocation in future years.

All taxable property is shown at full market value on the tax rolls. Consequently, the tax rate is expressed as \$1 per \$100 of taxable value. All taxable property value included in this Official Statement is shown at 100 percent of market value (unless noted differently) and all tax rates reflect the \$1 per \$100 of taxable value.

Article XIII B of the State Constitution

In addition to the limits Article XIII A imposes on property taxes that may be collected by local governments, certain other revenues of the State and most local governments are subject to an annual "appropriations limit" imposed by Article XIII B which effectively limits the amount of such revenues those entities are permitted to spend. Article XIII B, approved by the voters in June 1979, was modified substantially by Proposition 111 in 1990. The appropriations limit of each government entity applies to "proceeds of taxes," which consist of tax revenues, State subventions and certain other funds, including proceeds from regulatory licenses, user charges or other fees to the extent that such proceeds exceed "the cost reasonably borne by such entity in providing the regulation, product or service." "Proceeds of taxes" excludes tax refunds and some benefit payments such as unemployment insurance. No limit is imposed on the appropriation of funds which are not "proceeds of taxes," such as reasonable user charges or fees, and certain other non-tax funds. Article XIII B also does not limit appropriation of local revenues to pay debt service on Bonds existing or authorized by January 1, 1979, or subsequently authorized by the voters, appropriations required to comply with mandates of courts or the federal government, appropriations for qualified capital outlay projects, and appropriation by the State of revenues derived from any increase in gasoline taxes and motor vehicle weight fees above January 1, 1990, levels. The appropriations limit may also be exceeded in case of emergency; however, the appropriations limit for the next three years following such emergency appropriation must be reduced to the extent by which it was exceeded, unless the emergency arises from civil disturbance or natural disaster declared by the Governor, and the expenditure is approved by two-thirds of the legislative body of the local government.

The State and each local government entity has its own appropriations limit. Each year, the limit is adjusted to allow for changes, if any, in the cost of living, the population of the jurisdiction, and any transfer to or from another government entity of financial responsibility for providing services. Proposition 111 requires that each agency's actual appropriations be tested against its limit every two years.

If the aggregate "proceeds of taxes" for the preceding two-year period exceeds the aggregate limit, the excess must be returned to the agency's taxpayers through tax rate or fee reductions over the following two years.

The City has never exceeded its appropriations limit.

Articles XIII C and XIII D of the State Constitution

General. On November 5, 1996, the voters of the State approved Proposition 218, known as the "Right to Vote on Taxes Act." Proposition 218 adds Articles XIII C and XIII D to the California Constitution and contains a number of interrelated provisions affecting the ability of the City to levy and collect both existing and future taxes, assessments, fees and charges.

On November 2, 2010, California voters approved Proposition 26, entitled the "Supermajority Vote to Pass New Taxes and Fees Act." Section 1 of Proposition 26 declares that Proposition 26 is intended to limit the ability of the State Legislature and local government to circumvent existing restrictions on increasing taxes by defining the new or expanded taxes as "fees." Proposition 26 amended Articles XIII A and XIII C of the State Constitution. The amendments to Article XIII A limit the ability of the State Legislature to impose higher taxes (as defined in Proposition 26) without a two-thirds vote of the Legislature. The amendments to

Article XIIC define “taxes” that are subject to voter approval as “any levy, charge, or exaction of any kind imposed by a local government,” with certain exceptions.

Taxes. Article XIIC requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes of the City (“general taxes”) require a majority vote; taxes for specific purposes (“special taxes”), even if deposited in the City’s General Fund, require a two-thirds vote.

Property-Related Fees and Charges. Article XIID also adds several provisions making it generally more difficult for local agencies to levy and maintain property-related fees, charges, and assessments for municipal services and programs. These provisions include, among other things, (i) a prohibition against assessments which exceed the reasonable cost of the proportional special benefit conferred on a parcel, (ii) a requirement that assessments must confer a “special benefit,” as defined in Article XIID, over and above any general benefits conferred, (iii) a majority protest procedure for assessments which involves the mailing of notice and a ballot to the record owner of each affected parcel, a public hearing and the tabulation of ballots weighted according to the proportional financial obligation of the affected party, and (iv) a prohibition against fees and charges which are used for general governmental services, including police, fire or library services, where the service is available to the public at large in substantially the same manner as it is to property owners.

Reduction or Repeal of Taxes, Assessments, Fees and Charges. Article XIIC also removes limitations on the initiative power in matters of reducing or repealing local taxes, assessments, fees or charges. No assurance can be given that the voters of the City will not, in the future, approve an initiative or initiatives which reduce or repeal local taxes, assessments, fees or charges currently comprising a substantial part of the City’s General Fund. If such repeal or reduction occurs, the City’s ability to pay debt service on the Bonds could be adversely affected.

Burden of Proof. Article XIIC provides that local government “bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor’s burdens on, or benefits received from, the governmental activity.” Similarly, Article XIID provides that in “any legal action contesting the validity of a fee or charge, the burden shall be on the agency to demonstrate compliance” with Article XIID.

Judicial Interpretation of Proposition 218. The interpretation and application of Articles XIIC and XIID will ultimately be determined by the courts, and it is not possible at this time to predict with certainty the outcome of such determination.

Impact on City’s General Fund. The City does not believe that any material source of General Fund revenue is subject to challenge under Proposition 218 or Proposition 26.

The approval requirements of Articles XIIC and XIID reduce the flexibility of the City to raise revenues for the General Fund, and no assurance can be given that the City will be able to impose, extend or increase the taxes, fees, charges or taxes in the future that it may need to meet increased expenditure needs.

Proposition 1A; Proposition 22

Proposition 1A. Proposition 1A, proposed by the Legislature in connection with the State's fiscal year 2004-05 Budget, approved by the voters in November 2004 and generally effective in fiscal year 2006-07, provided that the State may not reduce any local sales tax rate, limit existing local government authority to levy a sales tax rate or change the allocation of local sales tax revenues, subject to certain exceptions. Proposition 1A generally prohibited the State from shifting to schools or community colleges any share of property tax revenues allocated to local governments for any fiscal year, as set forth under the laws in effect as of November 3, 2004. Any change in the allocation of property tax revenues among local governments within a county had to be approved by two-thirds of both houses of the Legislature.

Proposition 22. Proposition 22, entitled "The Local Taxpayer, Public Safety and Transportation Protection Act," was approved by the voters of the State in November 2010. Proposition 22 eliminates or reduces the State's authority to (i) temporarily shift property taxes from cities, counties and special districts to schools, (ii) use vehicle license fee revenues to reimburse local governments for State-mandated costs (the State will have to use other revenues to reimburse local governments), (iii) redirect property tax increment from redevelopment agencies to any other local government, (iv) use State fuel tax revenues to pay debt service on State transportation bonds, or (v) borrow or change the distribution of State fuel tax revenues.

Possible Future Initiatives

Articles XIII A, XIII B, XIII C and XIII D and Propositions 62, 111, 218 and 1A were each adopted as measures that qualified for the ballot pursuant to the State's initiative process. From time to time other initiative measures could be adopted, further affecting revenues of the City or the City's ability to expend revenues. The nature and impact of these measures cannot be anticipated by the City.

THE AUTHORITY

The Authority is a joint exercise of powers authority duly organized and existing under the laws of the State. The Authority is governed by a board of directors made up *ex officio* of the members of the City Council of the City. The Authority was created for the purpose, among others, of issuing bonds to be used to finance the acquisition, construction and improvement of certain public capital improvements within the City.

BOND OWNERS' RISKS

The following describes certain special considerations and risk factors affecting the payment of and security for the Bonds. The following discussion is not meant to be an exhaustive list of the risks associated with the purchase of any Bonds and does not necessarily reflect the relative importance of the various risks. Potential investors in the Bonds are advised to consider the following special factors along with all other information in this Official Statement in evaluating the Bonds. There can be no assurance that other considerations will not materialize in the future.

No Pledge of Taxes

General. The obligation of the City to pay the Lease Payments and Additional Rental does not constitute an obligation of the City for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation. The obligation of the City to pay Lease Payments and Additional Rental does not constitute a debt or indebtedness of the Authority, the City, the State of California or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

The City is currently liable on other obligations payable from general revenues, which are described above under "CITY FINANCIAL INFORMATION – Long-Term General Fund Obligations."

Limitations on Taxes and Fees. Certain taxes, assessments, fees and charges presently imposed by the City could be subject to the voter approval requirements of Article XIIC and Article XIID of the State Constitution. Based upon the outcome of an election by the voters, such fees, charges, assessments and taxes might no longer be permitted to be imposed, or may be reduced or eliminated and new taxes, assessments fees and charges may not be approved. The City has assessed the potential impact on its financial condition of the provisions of Article XIIC and Article XIID of the State Constitution respecting the imposition and increase of taxes, fees, charges and assessments and does not believe that an election by the voters to reduce or eliminate the imposition of certain existing fees, charges, assessments and taxes would substantially affect its financial condition. However, the City believes that if the initiative power was exercised so that all local taxes, assessments, fees and charges that may be subject to Article XIIC and Article XIID of the State Constitution are eliminated or substantially reduced, the financial condition of the City, including its General Fund, could be materially adversely affected.

Although the City does not currently anticipate that the provisions of Article XIIC and Article XIID of the State Constitution would adversely affect its ability to pay Lease Payments and its other obligations payable from the General Fund, no assurance can be given regarding the ultimate interpretation or effect of Article XIIC and Article XIID of the State Constitution on the City's finances. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS."

Additional Obligations of the City

The City has existing obligations payable from its General Fund. See "CITY FINANCIAL INFORMATION – Long-Term General Fund Obligations." The City is permitted to enter into other obligations which constitute additional charges against its revenues without the consent of owners of the Bonds. To the extent that additional obligations are incurred by the City, the funds available to pay Lease Payments may be decreased.

The Lease Payments and other payments due under the Property Lease (including payment of costs of repair and maintenance of the Site and Facilities, taxes and other governmental charges levied against the Site and Facilities) are payable from funds lawfully available to the City. If the amounts that the City is obligated to pay in a fiscal year exceed the City's revenues for such year, the City may choose to make some payments rather than making other payments, including Lease Payments and Additional Rental, based on the perceived needs of the City. The same result could occur if, because of California Constitutional limits on expenditures, the City is not permitted to appropriate and spend all of its available revenues or is required to expend available revenues to preserve the public health, safety and welfare.

Default

Whenever any event of default referred to in the Property Lease happens and continues, the Authority is authorized under the terms of the Property Lease to exercise any and all remedies available under law or granted under the Property Lease. See "APPENDIX A – Summary of Principal Legal Documents" for a detailed description of available remedies in the case of a default under the Property Lease.

If a default occurs, there is no remedy of acceleration of the total Lease Payments due over the term of the Property Lease. The Trustee is not empowered to sell the Site and Facilities and use the proceeds of such sale to prepay the Bonds or pay debt service on the Bonds.

The City will be liable only for Lease Payments on an annual basis and, in the event of a default, the Trustee would be required to seek a separate judgment each year for that year's defaulted Lease Payments. Any such suit for money damages would be subject to limitations on legal remedies against municipalities in California, including a limitation on enforcement of judgments against funds of a fiscal year other than the fiscal year in which the Lease Payments were due and against funds needed to serve the public welfare and interest.

Abatement

Under certain circumstances related to damage, destruction, condemnation or title defects which cause a substantial interference with the use and possession of the Site and Facilities, the City's obligation to make Lease Payments will be subject to full or partial abatement and could result in the Trustee having inadequate funds to pay the principal and interest on the Bonds as and when due. See "SECURITY FOR THE Bonds – Abatement" and "APPENDIX A – Summary Of Principal Legal Documents."

Although the City is required under the Property Lease to maintain property and liability insurance with respect to the Site and Facilities, the required insurance coverage is subject to certain conditions and restrictions. See "SECURITY FOR THE Bonds – Property Insurance."

In addition, the Authority is required to use the proceeds of rental interruption insurance maintained under the Property Lease to make debt service payments on the Bonds during any period of abatement. See "SECURITY FOR THE Bonds – Property Insurance." However, there is no assurance that the Authority will receive proceeds of rental interruption insurance in time to make debt service payments on the Bonds when due.

The Indenture does not require the Authority to establish a debt reserve fund for the Bonds; accordingly, other than the proceeds of rental interruption insurance as described above, there is no reserve for the payment of Lease Payments or debt service on the Bonds in the event of abatement.

Property Taxes

Levy and Collection. The City does not have any independent power to levy and collect property taxes. Any reduction in the tax rate or the implementation of any constitutional or legislative property tax decrease could reduce the City's property tax revenues, and accordingly, could have an adverse impact on the ability of the City to make Lease Payments. Likewise, delinquencies in the payment of property taxes could have an adverse effect on the City's ability to pay principal of and interest on the Bonds when due.

Reduction in Inflationary Rate. Article XIII A of the California Constitution provides that the full cash value base of real property used in determining assessed value may be adjusted from year to year to reflect the inflationary rate, not to exceed a 2% increase for any given year, or may be reduced to reflect a reduction in the consumer price index or comparable local data. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS." Such measure is computed on a calendar year basis. Because Article XIII A limits inflationary assessed value adjustments to the lesser of the actual inflationary rate or 2%, there have been years in which the assessed values were adjusted by actual inflationary rates, which were less than 2%. Since Article XIII A was approved, the annual adjustment for inflation has fallen below the 2% limitation a limited number of times.

The City is unable to predict if any adjustments to the full cash value base of real property within the City, whether an increase or a reduction, will be realized in the future.

Appeals of Assessed Values. There are two types of appeals of assessed values that could adversely impact property tax revenues:

Proposition 8 Appeals. Most of the appeals that might be filed in the City would be based on Section 51 of the Revenue and Taxation Code, which requires that for each lien date the value of real property must be the lesser of its base year value annually adjusted by the inflation factor pursuant to Article XIII A of the State Constitution or its full cash value, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property or other factors causing a decline in value.

Under California law, property owners may apply for a reduction of their property tax assessment by filing a written application, in form prescribed by the State Board of

Equalization, with the appropriate county board of equalization or assessment appeals board. In most cases, the appeal is filed because the applicant believes that present market conditions (such as residential home prices) cause the property to be worth less than its current assessed value. These market-driven appeals are known as Proposition 8 appeals.

Any reduction in the assessment ultimately granted as a Proposition 8 appeal applies to the year for which application is made and during which the written application was filed. These reductions are often temporary and are adjusted back to their original values when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIII A.

Base Year Appeals. A second type of assessment appeal is called a base year appeal, where the property owners challenge the original (basis) value of their property. Appeals for reduction in the "base year" value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

No assurance can be given that property tax appeals in the future will not significantly reduce the City's property tax revenues.

Limitations on Remedies Available to Bond Owners

The ability of the City to comply with its covenants under the Property Lease may be adversely affected by actions and events outside of the control of the City, and may be adversely affected by actions taken (or not taken) by voters, property owners, taxpayers or payers of assessments, fees and charges. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS" above. Furthermore, any remedies available to the owners of the Bonds upon the occurrence of an event of default under the Property Lease or the Indenture are in many respects dependent upon judicial actions, which are often subject to discretion and delay and could prove both expensive and time consuming to obtain.

In addition to the limitations on Bondholder remedies contained in the Property Lease and the Indenture, the rights and obligations under the Bonds, the Property Lease and the Indenture may be subject to the following: the United States Bankruptcy Code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect; usual equity principles which may limit the specific enforcement under State law of certain remedies; the exercise by the United States of America of the powers delegated to it by the Federal Constitution; and the reasonable and necessary exercise, in certain exceptional situations, of the police power inherent in the sovereignty of the State of California and its governmental bodies in the interest of serving a significant and legitimate public purpose.

Bankruptcy proceedings, or the exercise of powers by the federal or state government, if initiated, could subject the owners of the Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation or modification of their rights.

Loss of Tax-Exemption

As discussed under the caption "TAX MATTERS," interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date the Bonds were issued, as a result of future acts or omissions of the Authority or the City in violation of their respective covenants in the Property Lease and the Indenture. Should such an event of taxability occur, the Bonds are not subject to special redemption and will remain outstanding until maturity or until redeemed under other provisions set forth in the Indenture.

Secondary Market for Bonds

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that any Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then-prevailing circumstances. Such prices could be substantially different from the original purchase price.

TAX MATTERS

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, provided, however, that, for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest is taken into account in determining certain income and earnings.

The opinions set forth in the preceding paragraph are subject to the condition that the Authority comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Tax Code") that must be satisfied subsequent to the issuance of the Bonds. The Authority has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of such interest in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds.

If the initial offering price to the public (excluding bond houses and brokers) at which a Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes "original issue discount" for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public (excluding bond houses and brokers) at which a Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes "original issue premium" for purposes of federal income taxes and State of California personal income taxes. *De minimis* original issue discount and original issue premium is disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the Bonds who purchase the Bonds after the initial offering of a substantial amount of such maturity. Owners of such Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering, the allowance of a deduction for any loss on a sale or other disposition, and the treatment of accrued original issue discount on such Bonds under federal individual and corporate alternative minimum taxes.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the Bond (said term being the shorter of the Bond's maturity date or its call date). The amount of original issue premium amortized each year reduces the adjusted basis of the owner of the Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a Bond is amortized each year over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized Bond premium is not deductible for federal income tax purposes. Owners of premium Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such Bonds.

Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

In the further opinion of Bond Counsel, interest on the Bonds is exempt from California personal income taxes.

Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Owners of the Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may have federal or state tax consequences other than as described above. Bond Counsel expresses no opinion regarding any federal or state tax consequences arising with respect to the Bonds other than as expressly described above.

CERTAIN LEGAL MATTERS

Jones Hall, A Professional Law Corporation, Bond Counsel, will render an opinion with respect to the validity of the Bonds, the form of which is set forth in APPENDIX E. Certain legal matters will also be passed upon for the City and the Authority by Jones Hall, as Disclosure Counsel. Certain legal matters will be passed upon for the City by the City Attorney.

LITIGATION

To the best knowledge of the City, there is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending and notice of which has been served on and received by the City or, to the knowledge of the City, threatened against or affecting the City or the assets, properties or operations of the City which, if determined adversely to the City or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Property Lease, the Site Lease or the Indenture, or upon the financial condition, assets, properties or operations of the City, and the City is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially adversely affect the consummation of the transactions contemplated by the Property Lease, the Site Lease or the Indenture, or the financial conditions, assets, properties or operations of the City, including but not limited to the payment and performance of the City's obligations under the Property Lease.

RATING

Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("**S&P**"), has assigned its municipal bond rating of "___" to the Bonds.

This rating reflects only the views of S&P, and an explanation of the significance of this rating, and any outlook assigned to or associated with this rating, should be obtained from S&P.

Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. The City has provided certain additional information and materials to the rating agency (some of which does not appear in this Official Statement).

There is no assurance that this rating will continue for any given period of time or that this rating will not be revised downward or withdrawn entirely by the rating agency, if in the judgment of the rating agency, circumstances so warrant. Any such downward revision or withdrawal of any rating on the Bonds may have an adverse effect on the market price or marketability of the Bonds.

CONTINUING DISCLOSURE

The Authority will covenant for the benefit of owners of the Bonds to provide certain financial information and operating data relating to the City (the "Annual Report") and to provide notices of the occurrence of certain listed events.

These covenants have been made in order to assist the Underwriter in complying with Securities Exchange Commission Rule 15c2-12(b)(5), as amended (the "Rule"). The specific nature of the information to be contained in the Annual Report or the notices of listed events is set forth in "APPENDIX C — FORM OF CONTINUING DISCLOSURE CERTIFICATE."

The Authority and the City have previously entered into undertakings under the Rule. Specific instances of non-compliance in the past five years include [TO BE UPDATED UPON RECEIPT OF CONTINUING DISCLOSURE AUDIT]

[The City has made or will make filings to correct all known instances of non-compliance during the last five years, to the extent the relevant information is available. The City believes it has established processes to ensure that in the future it will make its continuing disclosure filings as required.]

UNDERWRITING

Raymond James & Associates, Inc. (the "Underwriter"), has entered into a Bond Purchase Contract with the Authority under which it will purchase the Bonds at a purchase price of \$_____ (which is equal to the par amount of the Bonds, less an Underwriter's discount of \$_____, and less a net original issue discount of \$_____).

The Underwriter will be obligated to take and pay for all of the Bonds if any are taken. The Underwriter intends to offer the Bonds to the public at the offering prices set forth on the inside cover page of this Official Statement. After the initial public offering, the public offering price may be varied from time to time by the Underwriter.

PROFESSIONAL SERVICES

In connection with the issuance of the Bonds, fees payable to the following professionals involved in the offering are contingent upon the issuance and delivery of the Bonds: Jones Hall, A Professional Law Corporation, as Bond Counsel and Disclosure Counsel; and The Bank of New York Mellon Trust Company, N.A., as Trustee.

VERIFICATION OF MATHEMATICAL COMPUTATIONS

_____ (the "Verification Agent") upon delivery of the Bonds, will deliver a report on the mathematical accuracy of certain computations, contained in schedules provided to them which were prepared by the City, relating to (1) the sufficiency of the anticipated receipts from the Federal Securities deposited with the Escrow Agent to pay, when due, the principal, interest and redemption premium requirements of the Bonds, and (2) the yield on the Bonds and on the Federal Securities to be deposited with the Escrow Agent.

APPENDIX A
SUMMARY OF PRINCIPAL LEGAL DOCUMENTS

APPENDIX B
AUDITED FINANCIAL STATEMENTS
FOR FISCAL YEAR ENDING JUNE 30, 2015

APPENDIX C

FORM OF CONTINUING DISCLOSURE CERTIFICATE

CONTINUING DISCLOSURE CERTIFICATE

\$ _____
CAMPBELL JOINT PUBLIC FINANCE AUTHORITY
2016 Refunding Lease Revenue Bonds

This Continuing Disclosure Certificate (this "Disclosure Certificate") is executed and delivered by the City of Campbell (the "City") in connection with the issuance by the Campbell Joint Public Finance Authority (the "Authority") of the bonds captioned above (the "Bonds"). The Bonds are being issued under an Indenture dated as of _____, 2016 (the "Indenture"), by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"). The City hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City on behalf of itself and the Authority for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Indenture, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"*Annual Report*" means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"*Annual Report Date*" means _____ of each year.

"*Dissemination Agent*" means _____, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

"*Listed Events*" means any of the events listed in Section 5(a) of this Disclosure Certificate.

"*MSRB*" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"*Official Statement*" means the final official statement dated _____, 2016, executed by the City and the Authority in connection with the issuance of the Bonds.

"*Participating Underwriter*" means Raymond James & Associates, Inc., the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing _____, 2017, with the report for the 2015-16 fiscal year, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City shall provide (or cause the Dissemination Agent to provide) to the MSRB, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City’s Annual Report shall contain or incorporate by reference the following:

(a) Audited Financial Statements of the City prepared in accordance with Generally Accepted Accounting Principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City’s audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Unless otherwise provided in the audited financial statements filed on or prior to the Annual Report Date, the following financial information and operating data with respect to the City for the preceding fiscal year:

- (i) General Fund Budget information, in the form of Table 1 contained in the Official Statement;
- (ii) General Fund Balance Sheet information, in the form of Table 2 contained in the Official Statement;

[DISCUSS ADDITIONAL INFORMATION]

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.

- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the City or other obligated person.
- (13) The consummation of a merger, consolidation, or acquisition involving the City or an obligated person, or the sale of all or substantially all of the assets of the City or an obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Indenture.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), and (a)(14) of this Section 5 contain the qualifier "if material" and that subparagraph (a)(6) also contains the qualifier "material" with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event's occurrence is material for purposes of U.S. federal securities law. Whenever the City obtains knowledge of the occurrence of any of these Listed Events, the City will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the City will cause a notice to be filed as set forth in paragraph (b) above.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under the Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent will be _____. Any Dissemination Agent may resign by providing 30 days' written notice to the City.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Indenture for amendments to the Indenture with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative.

A notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for a Listed Event under Section 5(c).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Bond owners or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Notices. Any notice or communications to be among any of the parties to this Disclosure Certificate may be given as follows:

To the Issuer: City of Campbell
70 North First Street
Campbell, California 95008
Attention: City Manager
Fax: _____

To the Dissemination Agent
and Trustee: _____

Fax: _____

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

Section 14. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 15. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

Date: _____, 2016

CITY OF CAMPBELL

By: _____
Finance Director

AGREED AND ACCEPTED:

_____,
as Dissemination Agent

By: _____
Title: _____

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Campbell Joint Public Finance Authority

Name of Bond Issue: Campbell Joint Public Finance Authority
2016 Refunding Lease Revenue Bonds

Date of Issuance: _____, 2016

NOTICE IS HEREBY GIVEN that the Authority has not provided an Annual Report with respect to the above-named Bonds as required by the Indenture dated as of _____, 2016, between the Authority and _____. The Authority anticipates that the Annual Report will be filed by _____.

Dated: _____

ISSUER:

Campbell Joint Public Finance Authority

By: _____

Its: _____

cc: Dissemination Agent

APPENDIX D

GENERAL INFORMATION ABOUT THE CITY OF CAMPBELL AND SANTA CLARA COUNTY

The following information concerning the City and the County of Santa Clara is included only for the purpose of supplying general information regarding the area of the City. The Bonds are not a debt of the City, the County, the State or any of its political subdivisions, and neither the City, the County, the State nor any of its political subdivisions is liable therefor.

General Information

The City. The City of Campbell is located in the heart of Silicon Valley contiguous with the City of San Jose and 50 miles south of San Francisco. The City encompasses 6.7 square miles, is substantially built out, and serves a population of approximately 41,857. The City is comprised of a mix of residential office and commercial retail businesses. The City is also home to a number of community festivals and celebrations throughout the year, and it prides itself on fostering a "small town" feel despite being located in the midst of a major metropolitan region. The City's central geographic setting within Silicon Valley makes it a desirable place to live and work.

The County. Santa Clara County (the "**County**") covers an area of over 1,300 square miles and is located south of the San Francisco Bay in northern California. There are two distinct valleys in the County, which are referred to as North County and South County. South County has more of an agricultural base and is comprised of only two cities, twenty miles apart from each other. As a contrast, North County is densely populated, heavily industrialized and extensively urbanized. This part of the County is comprised of 13 cities, each adjacent to another. Due to its high concentration of high-technology industries, the northwestern portion of North County is commonly referred to as "Silicon Valley". Several small lakes and reservoirs are scattered across the County and the highest peak can be found in San José at Mount Hamilton with an elevation of 4,213 feet. Several major highways serve the County, including Highway 101 providing access to San Francisco and Los Angeles.

Population

Population figures for the City, the County and the State for the last five years are shown in the following table.

**CITY OF CAMPBELL AND SANTA CLARA COUNTY
Population Estimates
Calendar Years 2011 through 2015**

<u>Calendar Year</u>	<u>City of Campbell</u>	<u>Santa Clara County</u>	<u>State of California</u>
2011	39,610	1,794,337	37,427,946
2012	39,820	1,813,696	37,668,804
2013	40,373	1,840,895	37,966,471
2014	41,871	1,868,038	38,357,121
2015	41,857	1,889,638	38,714,725

Source: State Department of Finance estimates (as of January 1, 2015)

Employment and Industry

The District is included in the San Jose-Sunnyvale-Santa Clara Metropolitan Statistical Area ("MSA"), which includes all of Santa Clara County. The unemployment rate in the MSA was 3.9 percent in February 2016, unchanged from a revised 3.9 percent in January 2016, and below the year-ago estimate of 4.6 percent. This compares with an unadjusted unemployment rate of 5.7 percent for California and 5.2 percent for the nation during the same period. The unemployment rate was 7.7 percent in San Benito County, and 3.8 percent in the County.

Set forth below is data from calendar years 2011 to 2015 reflecting the County's civilian labor force, employment and unemployment. These figures are county-wide statistics and may not necessarily accurately reflect employment trends in the District.

SAN JOSE SUNNYVALE SANTA CLARA MSA
(San Benito And Santa Clara Counties)
Annual Average Civilian Labor Force, Employment and Unemployment,
Employment by Industry
Calendar Years 2011 through 2015
(March 2015 Benchmark)

	2011	2012	2013	2014	2015
Civilian Labor Force ⁽¹⁾	917,800	937,000	949,800	995,000	1,048,200
Employment	826,300	856,600	883,700	943,800	1,003,600
Unemployment	91,500	80,400	66,100	51,800	44,600
Unemployment Rate	10.0%	8.6%	7.0%	5.2%	4.3%
<u>Wage and Salary Employment: ⁽²⁾</u>					
Agriculture	5,000	4,900	5,000	5,300	5,400
Mining and Logging	200	200	300	300	200
Construction	31,600	34,600	37,500	39,400	43,200
Manufacturing	155,200	155,900	156,000	158,700	161,600
Wholesale Trade	33,900	34,900	36,500	36,500	36,400
Retail Trade	81,800	84,100	85,100	86,400	87,500
Transportation, Warehousing, Utilities	12,100	12,900	14,000	14,900	15,100
Information	51,300	54,200	58,700	66,300	74,800
Finance and Insurance	19,400	20,400	20,600	21,300	22,000
Real Estate and Rental and Leasing	13,000	12,900	12,900	13,300	13,400
Professional and Business Services	167,300	178,700	191,200	203,000	216,000
Educational and Health Services	125,800	133,700	144,500	150,000	156,700
Leisure and Hospitality	77,400	82,500	87,300	91,900	95,700
Other Services	24,600	24,700	25,400	26,400	27,100
Federal Government	10,100	9,800	9,900	9,900	9,900
State Government	6,400	6,400	6,300	6,400	6,600
Local Government	76,100	75,200	75,700	77,100	76,200
Total all Industries ⁽³⁾	891,000	926,000	966,800	1,007,000	1,048,200

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(3) Totals may not add due to rounding.

Source: State of California Employment Development Department.

The following table lists the major employers within the County, as of March 2015.

**SANTA CLARA COUNTY
Major Employers
As of March 2015**

<u>Employer Name</u>	<u>Location</u>	<u>Industry</u>
Adobe Systems Inc	San Jose	Publishers-Computer Software (mfrs)
Advanced Micro Devices Inc	Sunnyvale	Semiconductor Devices (mfrs)
Apple Inc	Cupertino	Computers-Electronic-Manufacturers
Applied Materials Inc	Santa Clara	Semiconductor Manufacturing Equip (mfrs)
Bon Appetit-Cafe Adobe	San Jose	Restaurant Management
California's Great America	Santa Clara	Amusement & Theme Parks
Christopher Ranch LLC	Gilroy	Garlic (mfrs)
Cisco Systems Inc	San Jose	Computer Peripherals (mfrs)
E Bay Inc	San Jose	E-Commerce
Flextronics	Milpitas	Solar Energy Equipment-Manufacturers
General Motors Advanced Tech	Palo Alto	Automobile-Manufacturers
Hewlett-Packard	Palo Alto	Computers-Electronic-Manufacturers
Intel Corp	Santa Clara	Semiconductor Devices (mfrs)
Kaiser Permanente Med Ctr-Sn	San Jose	Hospitals
Kaiser Permanente Medical Ctr	San Jose	Hospitals
Lockheed Martin Space Systems	Sunnyvale	Satellite Equipment & Systems-Mfrs
Microsoft Corp	Mountain View	Computer Software-Manufacturers
NASA	Mountain View	Government Offices-U.S.
Net App Inc	Sunnyvale	Computer Storage Devices (mfrs)
Philips Lumileds Lighting Co	San Jose	Lighting Fixtures-Supplies & Parts-Mfrs
Santa Clara Valley Medical Ctr	San Jose	Hospitals
SAP Center	San Jose	Stadiums Arenas & Athletic Fields
Stanford University Sch Mdcn	Stanford	Schools-Medical
Texas Instruments Inc	Santa Clara	Semiconductor Devices (mfrs)
VA Medical Ctr-Palo Alto	Palo Alto	Hospitals

Source: State of California Employment Development Department, extracted from The America's Labor Market Information System (ALMIS) Employer Database.

A summary of historic taxable sales within the City during the past five years in which data is available is shown in the following table. Total taxable sales during the first three quarters of calendar year 2014 in the City were reported to be \$678,629,000, a 3.42% increase over the total taxable sales of \$656,166,000 reported during the first three quarters of calendar year 2013. Figures for calendar year 2014 and 2015 are not yet available.

CITY OF CAMPBELL
Taxable Retail Sales
Number of Permits and Valuation of Taxable Transactions
(Dollars in Thousands)

	<u>Retail Stores</u>		<u>Total All Outlets</u>	
	<u>Number of Permits</u>	<u>Taxable Transactions</u>	<u>Number of Permits</u>	<u>Taxable Transactions</u>
2009	899	\$550,727	1,670	\$709,543
2010	911	568,773	1,663	703,288
2011	870	632,091	1,593	789,366
2012	906	674,188	1,597	833,225
2013	944	713,441	1,634	883,015

Source: State Board of Equalization.

A summary of historic taxable sales within the County during the past five years in which data is available is shown in the following table. Total taxable sales during the first three quarters of calendar year 2014 in the County were reported to be \$28,768,310,000, a 5.22% increase over the total taxable sales of \$27,339,434,000 reported during the first three quarters of calendar year 2013. Figures for calendar year 2014 and 2015 are not yet available.

COUNTY OF SANTA CLARA
Taxable Retail Sales
Number of Permits and Valuation of Taxable Transactions
(Dollars in Thousands)

	<u>Retail Stores</u>		<u>Total All Outlets</u>	
	<u>Number of Permits</u>	<u>Taxable Transactions</u>	<u>Number of Permits</u>	<u>Taxable Transactions</u>
2009	26,695	\$16,385,238	43,396	\$27,427,709
2010	27,215	17,695,858	43,583	30,523,322
2011	27,252	19,419,542	43,390	33,431,217
2012	28,109	21,116,708	43,980	36,220,445
2013	29,535	22,424,642	45,310	37,621,606

Source: State Board of Equalization.

Median Effective Buying Income

“Effective Buying Income” is defined as personal income less personal tax and nontax payments, a number often referred to as “disposable” or “after-tax” income. Personal income is the aggregate of wages and salaries, other labor-related income (such as employer contributions to private pension funds), proprietor’s income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), nontax payments (fines, fees, penalties, etc.) and personal contributions to social insurance. According to U.S. government definitions, the resultant figure is commonly known as “disposable personal income.”

The following table summarizes the total effective buying income for the City of Campbell, County of Santa Clara, the State and the United States for the period 2010 through 2014.

CITY OF CAMPBELL AND SANTA CLARA COUNTY EFFECTIVE BUYING INCOME 2010 through 2014

<u>Year</u>	<u>Area</u>	<u>Total Effective Buying Income (000's Omitted)</u>	<u>Median Household Effective Buying Income</u>
2010	City of Campbell	\$1,224,646	\$62,192
	Santa Clara County	53,692,143	68,047
	California	801,393,028	47,177
	United States	6,365,020,076	41,368
2011	City of Campbell	\$1,237,590	62,671
	Santa Clara County	54,491,135	67,801
	California	814,578,458	47,062
	United States	6,438,704,664	41,253
2012	City of Campbell	\$1,369,650	\$62,657
	Santa Clara County	61,464,868	68,852
	California	864,088,828	47,307
	United States	6,737,867,730	41,358
2013	City of Campbell	\$1,445,878	\$65,400
	Santa Clara County	61,802,913	70,595
	California	858,676,636	48,340
	United States	6,982,757,379	43,715
2014	City of Campbell	\$1,593,883	\$70,644
	Santa Clara County	66,130,110	75,008
	California	901,189,699	50,072
	United States	7,357,153,421	45,448

Source: The Nielsen Company (US), Inc.

Building Activity

The table below summarizes building activity in the City and the County from calendar years 2010 through 2014. Annual figures are not yet available for calendar year 2015.

CITY OF CAMPBELL Building Permit Valuation For Calendar Years 2010 through 2014 (Dollars in Thousands)

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
<u>Permit Valuation</u>					
New Single-family	\$2,753.6	\$5,487.0	\$5,230.1	\$11,473.0	\$12,229.5
New Multi-family	0.0	4,288.4	2,188.2	13,370.4	391.4
Res. Alterations/Additions	<u>4,717.4</u>	<u>7,641.9</u>	<u>2,193.8</u>	<u>2,749.0</u>	<u>8,439.6</u>
Total Residential	7,471.0	17,417.3	9,612.1	27,592.4	21,060.5
New Commercial	0.0	0.0	430.0	2,067.5	100.0
New Industrial	0.0	0.0	0.0	0.0	0.0
New Other	301.8	0.0	0.0	304.0	4,455.4
Com Alterations/Additions	<u>11,657.2</u>	<u>8,130.2</u>	<u>3,248.6</u>	<u>1,590.2</u>	<u>7,474.8</u>
Total Nonresidential	11,959.0	8,130.2	3,678.6	3,961.7	12,030.2
<u>New Dwelling Units</u>					
Single Family	8	24	20	51	40
Multiple Family	<u>0</u>	<u>24</u>	<u>12</u>	<u>26</u>	<u>4</u>
TOTAL	8	48	32	77	44

Source: Construction Industry Research Board, Building Permit Summary

COUNTY OF SANTA CLARA Building Permit Valuation For Calendar Years 2010 through 2014 (Dollars in Thousands)

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
<u>Permit Valuation</u>					
New Single-family	\$307,367.4	\$366,126.4	\$678,168.8	\$694,884.6	\$594,472.7
New Multi-family	457,923.9	315,853.0	558,544.1	941,420.4	1,196,127.8
Res. Alterations/Additions	<u>320,582.9</u>	<u>392,229.1</u>	<u>288,105.1</u>	<u>423,739.6</u>	<u>439,747.1</u>
Total Residential	1,085,874.3	1,074,208.5	1,524,818.0	2,060,044.6	2,230,347.6
New Commercial	267,010.0	228,074.5	745,468.8	1,217,647.4	818,913.3
New Industrial	33,862.0	68,701.3	22,481.5	72,222.0	10,172.2
New Other	119,682.9	47,728.5	19,197.3	1,749,161.2	292,113.9
Com Alterations/Additions	<u>735,059.6</u>	<u>1,122,235.2</u>	<u>1,115,633.3</u>	<u>1,293,656.1</u>	<u>1,534,213.1</u>
Total Nonresidential	1,155,614.6	1,466,739.5	1,902,780.9	4,332,686.7	2,655,412.5
<u>New Dwelling Units</u>					
Single Family	826	978	1,432	1,859	1,602
Multiple Family	<u>3,627</u>	<u>2,234</u>	<u>4,245</u>	<u>6,009</u>	<u>8,310</u>
TOTAL	4,453	3,212	5,677	7,868	9,912

Source: Construction Industry Research Board, Building Permit Summary.

APPENDIX E
FORM OF OPINION OF BOND COUNSEL

APPENDIX F

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company ("DTC"), the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, interest and other payments on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the issuer of the Bonds (the "Issuer") nor the trustee, fiscal agent or paying agent appointed with respect to the Bonds (the "Agent") take any responsibility for the information contained in this Appendix.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is

a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

\$ _____
CAMPBELL JOINT PUBLIC FINANCE AUTHORITY
2016 Refunding Lease Revenue Bonds

BOND PURCHASE AGREEMENT

July __, 2016

Campbell Joint Public Finance Authority
 70 North First Street
 Campbell, California 95008

City of Campbell
 70 North First Street
 Campbell, California 95008

Ladies and Gentlemen:

Raymond James & Associates, Inc. (the "Underwriter") hereby offers to enter into this bond purchase agreement (the "Bond Purchase Agreement") with the Campbell Joint Public Finance Authority (the "Authority") and the City of Campbell (the "City"). Upon the acceptance hereof by the Authority and the City, this offer will be binding upon the Authority, the City and the Underwriter. This offer is made subject to (a) the written acceptance hereof by the Authority and the City and (b) withdrawal by the Underwriter upon written notice (by telecopy or otherwise) delivered to the Authority and the City at any time prior to each of their acceptance hereof by the Authority and the City.

1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase on the Closing Date (as defined herein), and the Authority and the City hereby agree to sell and deliver to the Underwriter on the Closing Date, \$_____ aggregate principal amount of Campbell Joint Public Finance Authority 2016 Refunding Lease Revenue Bonds (the "Bonds"). The Bonds are being issued pursuant to Article 4, Chapter 5, Division 7, Title 1 of the California Government Code (the "Marks-Roos Act"), a resolution of the Authority authorizing the issuance of the Bonds, adopted on _____, 2016 (the "Authority Resolution"), and an Indenture, dated as of August 1, 2016 (the "Indenture"), by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"). The City will lease certain real property and all buildings and other improvements installed thereon (collectively, the "Leased Property") to the Authority pursuant to a Site Lease, dated as of August 1, 2016 (the "Site Lease"). The Leased Property will be leased by the Authority to the City pursuant to the Lease Agreement, dated as of August 1, 2016 (the "Lease Agreement"), by and between the Authority and the City. Pursuant to an Assignment Agreement, dated as of August 1, 2016 (the "Assignment Agreement"), by and between the Authority and the Trustee, the Authority will assign, for the benefit of the owners of the Bonds, its right to receive lease payments (the "Lease

Payments") made by the City under the Lease Agreement and its right to exercise rights and remedies of the Authority under the lease Agreement. All capitalized terms not defined herein shall have the respective meaning specified in Section 1.01 of the Indenture.

Under the Lease Agreement, the City is required to make Lease Payments and Additional Payments from legally available funds in amounts calculated to be sufficient to pay principal of and interest on the Bonds when due. All of the Authority's right, title and interest in and to the Lease Agreement (except for the right to receive Additional Payments to the extent payable to the Authority and certain rights to indemnification), including the right to receive Lease Payments under the Lease Agreement, are assigned to the Trustee for the benefit of the Owners of the Bonds.

The Bonds are being issued to (a) prepay (i) a portion of the outstanding City of Campbell 1997 Refunding Certificates of Participation (Civic Center Project) (the "1997 Certificates"), and (ii) a portion of the outstanding City of Campbell 2002 Refunding Certificates of Participation (Civic Center Project) (the "2002 Certificates"), and (b) pay costs of issuance of the Bonds.

Concurrently with the issuance of the Bonds, the City of Campbell Successor Agency (the "Successor Agency") has issued its City of Campbell Successor Agency 2016 Tax Allocation Refunding Bonds (the "2016 TABs"), in order to refinance (i) certain of its outstanding bonds (the "Prior TABs") and (ii) an obligation to repay an advance (the "Successor Agency Repayment Obligation") made by the City to the Successor Agency with respect to the 1997 Certificates and the 2002 Certificates. The Successor Agency Repayment Obligation only includes a portion of the 1997 Certificates and the 2002 Certificates. The City expects to prepay the portion of the outstanding 1997 Certificates and the portion of the outstanding 2002 Certificates which are not included in the Successor Agency Repayment Obligation, and are not being refunded through the issuance of the 2016 TABs (but not including the capital appreciation 2002 Certificates, which are not subject to prepayment prior to maturity), with proceeds of the Bonds.

The aggregate purchase price to be paid by the Underwriter for the Bonds is hereby agreed to be \$_____, which amount represents the principal amount of the Bonds of \$_____, less \$_____, representing the Underwriter's discount, plus \$_____, representing net original issue premium (such payment and delivery of the Bonds and the other actions contemplated hereby to take place at the time of such payment and delivery being herein sometimes called the "Closing").

The Authority and the City acknowledge and agree that (i) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the Authority and the City and the Underwriter; (ii) in connection with such transaction, including the process leading thereto, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the Authority or the City; (iii) the Underwriter has neither assumed an advisory or fiduciary responsibility in favor of the Authority or the City with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Authority or the City on other matters) nor has it assumed any other obligation to the Authority and the City except the obligations expressly set forth in this Bond Purchase Agreement, (iv) the Underwriter has financial and other interests that differ from those of the Authority and the City; and (v) the Authority and the City have consulted with their own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

The Authority and the City hereby acknowledge receipt from the Underwriter of disclosures required by the Municipal Securities Rulemaking Board ("MSRB") Rule G-17 (as set

forth in MSRB Notice 2012-25 (May 7, 2012), relating to disclosures concerning the Underwriter's role in the transaction, disclosures concerning the Underwriter's compensation, conflict disclosures, if any, and disclosures concerning complex municipal securities financing, if any.

A Preliminary Official Statement of the City and the Authority, dated July __, 2016 (together with the Appendices thereto, any documents incorporated therein by reference and any supplements or amendments thereto and as disseminated in its printed physical form or in electronic form in all respects materially consistent with such physical form, the "Preliminary Official Statement"), has been prepared for use in marketing the Bonds, and a final Official Statement of the Authority, to be dated the date hereof, as amended to conform to the terms of this Purchase Contract, and with such changes and amendments as are mutually agreed to by the Authority, the City and the Underwriter, including the cover page, inside cover page, the appendices and all information incorporated therein by reference, is herein collectively referred to as the "Official Statement," which shall be in substantially the form of the Preliminary Official Statement, with such changes and amendments thereto as may be mutually agreed upon by the Underwriter, the Authority and the City.

The Bonds shall be dated their date of delivery, and shall have the maturities, bear interest at the rates, have reoffering yields, and be subject to mandatory sinking fund redemption as shown on Exhibit A hereto.

It shall be a condition to the Authority's obligation to sell and to deliver the Bonds to the Underwriter and to the obligation of the Underwriter to purchase, to accept delivery of and to pay for the Bonds that the entire \$_____ aggregate principal amount of the Bonds as authorized by the Indenture shall be sold and delivered by the Authority and accepted and paid for by the Underwriter at the Closing. The Underwriter may change the offering prices (or yields) of the Bonds from time to time at any time. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices. The obligation of the Authority to sell and deliver the Bonds to the Underwriter shall also be conditioned upon the delivery by Jones Hall, A Professional Law Corporation, Bond Counsel ("Bond Counsel"), of its approving legal opinion with respect to the Bonds.

The Authority and the City hereby authorize the Underwriter to use and distribute the Site Lease, the Lease Agreement, the Assignment Agreement, the Indenture, the Escrow Deposit and Trust Agreement, by and among the Successor Agency, the Authority, the City and U.S. Bank National Association, as escrow bank (the "Escrow Bank"), relating to the prepayment of the 1997 Certificates, of the prepayment of the callable 2002 Certificates, of the Successor Agency Repayment Obligation and of the Prior TABs (the "Escrow Agreement"), and the Official Statement and the information contained in such documents in connection with the public offering and sale of the Bonds. The Authority and the City have authorized the use of the Preliminary Official Statement in connection with the public offering of the Bonds by the Underwriter prior to the date hereof.

The obligation of the City to make Lease Payments under the Lease Agreement does not constitute an obligation of the City for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation. Neither the Bonds nor the obligation of the City to make Lease Payments under the Lease Agreement constitutes a debt of the Authority, the City, the State of California or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction. The obligation of the City to make Lease Payments, as set forth in the Lease Agreement, shall be deemed to be and shall be construed to be a ministerial duty imposed by law and it shall be the ministerial duty of each and every public official of the City to take such actions and do such things as are

required by law in the performance of such duty, subject to abatement in the event of damage or destruction to, or condemnation of, the Leased Property or a portion thereof.

2. The Bonds. The Bonds will be issued, executed and delivered pursuant to the Indenture. The City Council of the City has adopted a resolution on _____, 2016, relating to the Bonds (the "City Resolution"). This Bond Purchase Agreement, the Site Lease, the Lease Agreement, the Escrow Agreement and the Continuing Disclosure Certificate (hereinafter defined) are collectively referred to as the "City Documents." This Bond Purchase Agreement, the Site Lease, the Lease Agreement, the Assignment Agreement and the Escrow Agreement are collectively referred to as the "Authority Documents."

3. Official Statement, Continuing Disclosure.

(a) The Authority and the City represent that they have deemed the Preliminary Official Statement to be final as of its date, except for either revisions or additions to the offering price(s), interest rate(s), yield(s) to maturity, selling compensation, aggregate principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule").

(b) The Underwriter agrees that, prior to the time the final Official Statement is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail (or other equally prompt means) not later than the second business day following the date upon which each such request is received.

(c) The Authority agrees to deliver to the Underwriter, at such addresses as the Underwriter shall specify, as many copies of the final Official Statement relating to the Bonds as the Underwriter shall reasonably request as necessary to comply with paragraph (b)(4) of the Rule and with Rule G-32, Rule G-36 and all other applicable rules of the Municipal Securities Rulemaking Board. The Authority agrees to deliver such Official Statements within seven business days after the execution hereof. The Underwriter agrees to give notice to the Authority on the date after which the Underwriter shall no longer be obligated to deliver Official Statements pursuant to paragraph (b)(4) of the Rule, which date shall be no earlier than 25 days after the "end of the underwriting period," as determined in accordance with Section 13 herein.

(d) Prior to the earlier of (i) receipt of notice from the Underwriter that no participating underwriter, as such term is defined in the Rule, remains obligated to deliver Official Statements pursuant to paragraph (b)(4) of the Rule or (ii) 25 days after the date of the Closing (as defined below), the Authority and the City shall provide the Underwriter with such information regarding the Authority and the City, each of their current financial conditions and ongoing operations as the Underwriter may reasonably request.

(e) The City hereby covenants and agrees that it will, on or prior to the Closing Date, enter into an agreement or contract for the benefit of the owners of the Bonds in which the City will undertake to provide financial information, operating data and notices of material events as required by paragraph (d)(2)(ii) of the Rule substantially in the form of Appendix D to the Official Statement (the "Continuing Disclosure Certificate").

4. Representations, Warranties and Agreements of the City. The City represents, warrants and agrees as follows:

(a) The City is a municipal corporation and general law city duly organized and validly existing under its charter and the Constitution and laws of the State of California.

(b) The City has full legal right, power and authority (i) to enter into, execute and deliver the City Documents; and (ii) to carry out and consummate the transactions on its part contemplated by the City Documents and the Official Statement.

(c) By all necessary official action, the City has duly authorized and approved the City Documents, has duly authorized and approved the Preliminary Official Statement and the Official Statement and approved the distribution thereof (including in electronic form), has duly authorized and approved the execution and delivery of, and the performance by the City of the obligations in connection with the execution and delivery of the Bonds on its part contained in the City Documents, and the consummation by it of all other transactions contemplated by the City Documents in connection with the execution and delivery of the Bonds, all pursuant to the City Resolution adopted at a meeting duly called and held in accordance with the requirements of all applicable laws and at which a quorum of the members of the City Council was continuously present. The City Resolution has not been modified, amended or rescinded since the date of its adoption.

(d) The City is not in any material respect in breach of or default under any applicable constitutional provision, law or administrative regulation of the State of California or of the United States, or any agency or instrumentality of either, or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement (including, without limitation, the City Documents) or other instrument to which the City is a party which breach or default has or may have an adverse effect on the ability of the City to perform its obligations under the City Documents, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any such instrument; and the execution and delivery of the Bonds and the City Documents, and compliance with the provisions on the City's part contained therein, will not conflict in any material way with or constitute a material breach of or a material default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the City or under the terms of any such law, regulation or instrument, except as provided by the Bonds and the City Documents.

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization by, or which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by, the City of its obligations in connection with the execution and delivery of the Bonds under the City Documents or the consummation by it of all other transactions contemplated by the City Documents have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds; except as described in or contemplated by the Official Statement, all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, board, agency or commission having jurisdiction of the matter which are required for the due authorization by, or which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by, the City of its obligations under the City Documents have been duly obtained.

(f) There is no action, suit, proceeding, inquiry or investigation, notice of which has been duly served on the City, at law or in equity before or by any court, government agency, public board or body, pending or to the best knowledge of the officer of the City executing this Bond Purchase Agreement, threatened against the City, affecting the existence of the City or the titles

of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, execution or delivery of the Bonds pursuant to the Indenture, or contesting or affecting as to the City the validity or enforceability of the Bonds or the City Documents, or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the powers of the City to cause the execution and delivery of the Bonds, or the execution and delivery or adoption by the City of the City Documents, or in any way contesting or challenging the consummation of the transactions contemplated hereby or thereby; nor, to the best knowledge of the City, is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity of the Bonds or the authorization, execution, delivery or performance by the City of the City Documents.

(g) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order (i) to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds; provided, however, that the City shall not be required to execute a general or special consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction, and the Underwriter shall bear all costs in connection with the foregoing.

(h) As of the date thereof, the Preliminary Official Statement did not, except for the omission of certain information permitted to be omitted in accordance with the Rule, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) At the time of the City's acceptance hereof, and (unless an event occurs of the nature described in paragraph (k) of this Section 4) at all times subsequent thereto up to and including the Closing Date, the Official Statement (other than information therein provided by the Underwriter) did not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(j) If the Official Statement is supplemented or amended pursuant to paragraph (k) of this Section 4, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto up to and including the Closing Date, the Official Statement (other than information therein provided by the Underwriter) as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) If between the date of this Bond Purchase Agreement and that date which is 25 days after the end of the underwriting period (as determined in accordance with Section 13 hereof) any event of which the officer of the City executing this Bond Purchase Agreement has knowledge shall occur affecting the City which might adversely affect the marketability of the Bonds or the market prices thereof, or which might cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the City shall notify the Underwriter thereof, and if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City will at its expense prepare and

furnish to the Underwriter a reasonable number of copies of such supplement to, or amendment of, the Official Statement in a form and in a manner approved by the Underwriter.

(l) Any certificate signed by any officer of the City and delivered to the Underwriter pursuant to the City Documents or any document contemplated thereby or required for the valid execution and delivery of the Bonds shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein.

(m) The City will cause the proceeds from the sale of the Bonds to be paid to the Trustee for the purposes specified in the Indenture and the Official Statement. So long as any of the Bonds are outstanding and except as may be authorized by the Indenture, the City will not issue or sell, or cause to be issued or sold, any Bonds or other obligations, other than the Bonds delivered thereunder, the interest on and premium, if any, or principal of which will be payable from Lease Payments.

(n) The City shall honor all other covenants on its part contained in the Lease Agreement which are incorporated herein and made a part of this Bond Purchase Agreement.

5. Representations, Warranties and Agreements of the Authority. The Authority represents, warrants and agrees as follows:

(a) The Authority is a joint exercise of powers entity duly organized and validly existing under the laws of the State of California pursuant to a Joint Exercise of Powers Agreement between the City and the Campbell Industrial Development Authority, dated _____, 2016 (the "JPA Agreement").

(b) The Authority has full legal right, power and authority (i) to enter into, execute and deliver the Authority Documents and to sell and deliver the Bonds to the Underwriter as provided herein; and (ii) to carry out and consummate the transactions on its part contemplated by the Authority Documents and the Official Statement.

(c) By all necessary official action, the Authority has duly authorized and approved the issuance of the Bonds and the Authority Documents, has duly authorized and approved the Preliminary Official Statement and the Official Statement and approved the distribution thereof (including in electronic form), has duly authorized and approved the execution and delivery of, and the performance by the Authority of the obligations in connection with the execution and delivery of the Bonds on its part contained in the Bonds and the Authority Documents, and the consummation by it of all other transactions contemplated by the Authority Documents in connection with the execution and delivery of the Bonds, all pursuant to the Authority Resolution adopted at a meeting duly called and held in accordance with the requirements of all applicable laws and at which a quorum of the board members of the Authority was continuously present. The Authority Resolution has not been modified, amended or rescinded since the date of its adoption and each Authority Document is the valid and binding obligation of the Authority.

(d) The Authority is not in any material respect in breach of or default under any applicable constitutional provision, law or administrative regulation of the State of California or of the United States, or any agency or instrumentality of either, or any applicable judgment or decree, or the JPA Agreement, or any loan agreement, indenture, bond, note, resolution, agreement (including, without limitation, the Authority Documents) or other instrument to which the Authority is a party which breach or default has or may have an adverse effect on the ability of the Authority to perform its obligations under the Bonds or the Authority Documents, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any such instrument;

and the execution and delivery of the Bonds and the Authority Documents, and compliance with the provisions on the Authority's part contained therein, will not conflict in any material way with or constitute a material breach of or a material default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, Bond, note, resolution, agreement or other instrument to which the Authority is a party nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Authority or under the terms of any such law, regulation or instrument, except as provided by the Bonds and the Authority Documents.

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization by, or which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by, the Authority of its obligations in connection with the execution and delivery of the Bonds under the Authority Documents or the consummation by it of all other transactions contemplated by the Authority Documents, including all filings with the California Secretary of State, have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds; except as described in or contemplated by the Official Statement, all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, board, agency or commission having jurisdiction of the matter which are required for the due authorization by, or which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by, the Authority of its obligations under the Bonds and the Authority Documents have been duly obtained.

(f) The Bonds, when executed, issued, authenticated and delivered in accordance with the Indenture, and sold to the Underwriter as provided herein, will be validly executed and outstanding obligations, entitled to the benefits of the Indenture, and upon such execution and delivery, the Indenture will provide, for the benefit of the Owners from time to time of the Bonds, the legally valid and binding security interest it purports to create.

(g) There is no action, suit, proceeding, inquiry or investigation, notice of which has been duly served on the Authority, at law or in equity before or by any court, government agency, public board or body, pending or to the best knowledge of the officer of the Authority executing this Bond Purchase Agreement, threatened against the Authority, affecting the existence of the Authority or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance, execution or delivery of the Bonds pursuant to the Indenture, or contesting or affecting as to the Authority the validity or enforceability of the Bonds or the Authority Documents, or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the powers of the Authority to cause the execution and delivery of the Bonds, or the execution and delivery or adoption by the Authority of the Authority Documents, or in any way contesting or challenging the consummation of the transactions contemplated hereby or thereby; nor, to the best knowledge of the Authority, is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity of the Bonds or the authorization, execution, delivery or performance by the Authority of the Bonds or the Authority Documents.

(h) The Authority will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order (i) to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and (ii) to determine the eligibility of the Bonds for investment under the laws of such

states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds; provided, however, that the Authority shall not be required to execute a general or special consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction, and the Underwriter shall bear all costs in connection with the foregoing.

(i) As of the date thereof, the Preliminary Official Statement did not, except for the omission of certain information permitted to be omitted in accordance with the Rule, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(j) At the time of the Authority's acceptance hereof, and (unless an event occurs of the nature described in paragraph (l) of this Section 5) at all times subsequent thereto up to and including the Closing Date, the Official Statement (other than information therein provided by the Underwriter) did not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) If the Official Statement is supplemented or amended pursuant to paragraph (l) of this Section 5, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto up to and including the Closing Date, the Official Statement (other than information therein provided by the Underwriter) as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(l) If between the date of this Bond Purchase Agreement and that date which is 25 days after the end of the underwriting period (as determined in accordance with Section 13 hereof) any event of which the officer of the Authority executing this Bond Purchase Agreement has knowledge shall occur affecting the Authority which might adversely affect the marketability of the Bonds or the market prices thereof, or which might cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Authority shall notify the Underwriter thereof, and if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Authority will at its expense prepare and furnish to the Underwriter a reasonable number of copies of such supplement to, or amendment of, the Official Statement in a form and in a manner approved by the Underwriter.

(m) Any certificate signed by any officer of the Authority and delivered to the Underwriter pursuant to the Authority Documents or any document contemplated thereby or required for the valid execution and delivery of the Bonds shall be deemed a representation and warranty by the Authority to the Underwriter as to the statements made therein.

(n) The Authority will cause the proceeds from the sale of the Bonds to be paid to the Trustee for the purposes specified in the Indenture and the Official Statement. So long as any of the Bonds are outstanding and except as may be authorized by the Indenture, the Authority will not issue or sell any Bonds or other obligations, other than the Bonds delivered thereunder, the interest on and premium, if any, or principal of which will be payable from the Revenues.

(o) The Authority shall honor all other covenants on its part contained in the Indenture and the Lease Agreement which are incorporated herein and made a part of this Bond Purchase Agreement.

6. Closing. At 8:00 A.M., California time, on August __, 2016, or on such other date time, as may be mutually agreed upon by the Authority, the City and the Underwriter (the "Closing Date"), the Authority will, subject to the terms and conditions hereof, deliver to the Underwriter, at the offices of The Depository Trust Company ("DTC"), or at such other place as the Authority, the City and the Underwriter may mutually agree, the Bonds in definitive, fully registered form (one Bond for each maturity), duly executed and registered in the name of Cede & Co. as nominee of DTC; and, subject to the terms and conditions hereof, the Underwriter shall wire to the Trustee Federal Reserve Bank Funds in the amount of the purchase price of the Bonds.

7. Closing Conditions. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations and warranties of the Authority and the City contained herein, and in reliance upon the representations and warranties to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Authority and the City of its obligations hereunder, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligations under this Bond Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Authority and the City of their respective obligations to be performed hereunder and under such documents and instruments at or prior to the Closing Date, shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the statements the officers and other officials of the Authority and of the City, as the Underwriter, authorized representatives of Bond Counsel, the Trustee, and the City Attorney made in any certification or other documents furnished pursuant to the provisions hereof, and shall also be subject to the following additional conditions:

(a) The respective representations and warranties of the Authority and the City contained herein shall be true, complete and correct on the date hereof and on and as of the Closing Date, as if made on the Closing Date;

(b) At the time of Closing, the City Documents and the Authority Documents shall be in full force and effect in accordance with their terms and shall not have been amended, modified or supplemented and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Underwriter;

(c) All necessary official action of the Authority, the City and of the other parties thereto relating to the City Documents and the Authority Documents shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect;

(d) Subsequent to the date hereof, there shall not have occurred any change in or affecting particularly the Authority, the City or the Bonds, as the foregoing is described in the Official Statement, which in the reasonable opinion of the Underwriter materially impairs the investment quality of the Bonds; and

(e) At or prior to the Closing Date, the Underwriter shall have received copies of each of the following documents:

(i) The Official Statement and each supplement or amendment, if any, thereto, executed by authorized officers of the Authority and the City;

(ii) A copy of the Indenture, executed by the parties thereto;

(iii) A copy of the Lease Agreement, executed by the parties thereto;

- (iv) A copy of the Site Lease, executed by the parties thereto;
- (vi) A copy of the Escrow Agreement, executed by the parties thereto;
- (vii) A copy of the Continuing Disclosure Certificate, executed by the City;
- (viii) A certified copy of the JPA Agreement;
- (ix) A certificate or certificates of the City, dated the Closing Date, to the effect

that:

(A) the representations and warranties of the City contained herein are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date and the City has complied with all of the terms and conditions of this Purchase Agreement required to be complied with by the City at or prior to the Closing Date;

(B) none of the proceedings or authority for (i) the authorization, sale, execution and delivery of the Bonds, (ii) the adoption of the City Resolution, or (iii) the execution and delivery of the City Documents and performance of its obligations thereunder, has been repealed, modified, amended, revoked or rescinded;

(C) subsequent to June 30, 2015, and prior to Closing, there have been no material adverse changes in the financial position of the City;

(D) no event affecting the City has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purposes for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect;

(E) the information and statements contained in the Official Statement (other than information relating to The Depository Trust Company and its book-entry system) do not contain an untrue statement of a material fact required to be stated therein or necessary to make such statements therein, in the light of the circumstances under which they were made, not misleading in any material respect;

(F) to the best of its knowledge after reasonable investigation, the City is not in breach of or default under any applicable law or administrative regulation of the State of California or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement (including but not limited to the Lease Agreement) or other instrument to which the City is a party or is otherwise subject, which would have a material adverse impact on the City's ability to perform its obligations under the City Documents, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument; and

(G) No consent is required for the inclusion of the City's 2014-15 audited financial statements in the Official Statement.

(x) A certificate or certificates of the Authority, dated the Closing Date, to the effect that:

(A) the representations and warranties of the Authority contained herein are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date and the Authority has complied with all of the terms and conditions of this Purchase Agreement required to be complied with by the Authority at or prior to Closing Date;

(B) none of the proceedings or authority for (i) the authorization, sale, execution and delivery of the Bonds, (ii) the adoption of the Authority Resolution, or (iii) the execution and delivery of the Authority Documents, has been repealed, modified, amended, revoked or rescinded;

(C) no event affecting the Authority has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purposes for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect; and

(D) the information and statements contained in the Official Statement (other than information relating to the Underwriter and The Depository Trust Company and its book-entry system) do not contain an untrue statement of a material fact required to be stated therein or necessary to make such statements therein, in the light of the circumstances under which they were made, not misleading in any material respect; and to the best of its knowledge after reasonable investigation, the Authority is not in breach of or default under any applicable law or administrative regulation of the State of California or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or is otherwise subject, which would have a material adverse impact on the Authority's ability to perform its obligations under the Authority Documents, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument;

(xi) An opinion or opinions, dated the Closing Date and addressed to the Underwriter and the Trustee, of the Campbell City Attorney, counsel for the City, to the effect that:

(A) The City is a municipal corporation and general law city duly organized and validly existing under the Constitution and laws of the State of California;

(B) The City Documents have been duly approved by a resolution of the City adopted at a meeting duly called and held in accordance with the requirements of all applicable laws, with all public notice required by law, and at which a quorum of the members of the City Council was continuously present and such resolution has not been modified, amended or rescinded since the date of its adoption;

(C) Except as described in the Official Statement, there is no litigation, inquiry, or investigation pending or to the best of such counsel's knowledge after due inquiry, threatened, which: (1) challenges the right or title of any member or

officer of the City to hold his or her office or exercise or perform the powers and duties pertaining thereto; (2) challenges the validity or enforceability of the Bonds or the City Documents; (3) seeks to restrain or enjoin the sale of the Bonds or the execution and delivery by the City of, or the performance by the City of its legal obligations under, the City Documents or in which a final adverse decision could materially adversely affect the operations of the City with respect to the Leased Property; or (4) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, nor, to the best of such counsel's knowledge, is there any basis therefor;

(D) The execution and delivery by the City of, and the performance by the City of its obligations under, the City Documents, do not conflict with, violate or constitute a default under any provision of any law, court order or decree or any contract, instrument or agreement to which the City is a party or by which it is bound and of which such counsel has knowledge;

(E) As of the date hereof, the statements and information relating to the City contained in the Preliminary Official Statement and Official Statement did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances, under which they were made not misleading; and

(F) The City Documents have been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery of the City Documents by the parties thereto other than the City, the City Documents constitute legal, valid and binding agreements of the City, enforceable against the City in accordance with their respective terms except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights and remedies in general, or by the application of equitable principles if equitable remedies are sought.

(G) Except as may be required under the "blue sky" or securities laws of the United States or any state, there is no authorization, approval, consent or other order of, or filing with, or certification by, the State or any other governmental authority or agency within the State having jurisdiction over the City required for the issuance of the Bonds or the consummation by the City of the other financial transactions contemplated by the Official Statement and the City Documents.

(H) Based on the information made available to the City Attorney in its role as City Attorney to the City, and without having undertaken to determine independently or assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement, nothing has come to its attention which would lead it to believe that the Official Statement as of its date and as of the date of Closing (excluding therefrom the financial and statistical data and forecasts included therein, as to which no opinion is expressed and information relating to the Authority and the Depository Trust Company and its book entry system) contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(xii) An opinion or opinions, dated the Closing Date and addressed to the Underwriter, of the Campbell City Attorney, counsel for the Authority, to the effect that:

(A) The Authority is a joint exercise of powers authority duly organized and validly existing under the laws of the State of California pursuant to the JPA Agreement;

(B) The Authority Documents have been duly approved by a resolution of the Authority adopted at a meeting duly called and held in accordance with the requirements of all applicable laws, with all public notice required by law, and at which a quorum of the members of the Board of the Authority was continuously present and such resolution has not been modified, amended or rescinded since the date of its adoption;

(C) Except as described in the Official Statement, there is no litigation, inquiry, or investigation pending to the best of such counsel's knowledge after due inquiry, or threatened, which: (1) challenges the right or title of any member or officer of the Authority to hold his or her office or exercise or perform the powers and duties pertaining thereto; (2) challenges the validity or enforceability of the Bonds or the Authority Documents; (3) seeks to restrain or enjoin the sale of the Bonds or the execution and delivery by the Authority of, or the performance by the Authority of its legal obligations under, the Authority Documents or in which a final adverse decision could materially adversely affect the operations of the Authority with respect to the Leased Property; or (4) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, nor, to the best of such counsel's knowledge, is there any basis therefor;

(D) The execution and delivery by the Authority of, and the performance by the Authority of its obligations under, the Authority Documents, do not conflict with, violate or constitute a default under any provision of any law, court order or decree or any contract, instrument or agreement to which the Authority is a party or by which it is bound and of which such counsel has knowledge; and

(E) The Authority Documents have been duly authorized, executed and delivered by the Authority and, assuming due authorization, execution and delivery of the Authority Documents by the parties thereto other than the Authority, the Authority Documents constitute legal, valid and binding agreements of the Authority, enforceable against the Authority in accordance with their respective terms except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights and remedies in general, or by the application of equitable principles if equitable remedies are sought.

(F) Except as may be required under the "blue sky" or securities laws of the United States or any state, there is no authorization, approval, consent or other order of, or filing with, or certification by, the State or any other governmental authority or agency having jurisdiction over the Authority required for the issuance of the Bonds or the consummation by the Authority of the other financial transactions contemplated by the Official Statement and the Authority Documents.

(G) Based on the information made available to such City Attorney in its role as counsel to the Authority, and without having undertaken to determine independently or assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement under the captions

entitled "THE AUTHORITY," and "LITIGATION", nothing has come to such City Attorney's attention that would lead it to believe that the statements contained in the above-referenced captions as of the date of the Official Statement and as of the date of Closing (excluding therefrom the financial and statistical data and forecasts included therein, as to which no opinion is expressed) contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(xiii) An opinion, dated the Closing Date and addressed to the Authority, of Bond Counsel, substantially in the form set forth in Appendix C to the Official Statement, together with a letter from such counsel, dated the Closing Date and addressed to the Underwriter, to the effect that the foregoing opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to them;

(xiv) A supplemental opinion, dated the Closing Date and addressed to the Underwriter, of Bond Counsel, to the effect that:

(A) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended;

(B) the Bond Purchase Agreement has been duly executed and delivered by the Authority and the City and is a valid and binding agreement of the Authority and the City; and

(C) the statements contained in the Official Statement under the captions "THE BONDS," "SECURITY FOR THE BONDS" and "TAX MATTERS" and in APPENDIX D—"SUMMARY OF CERTAIN PROVISIONS OF THE LEGAL DOCUMENTS," insofar as such statements expressly summarize certain provisions of the Indenture, the Lease Agreement, the Site Lease and the final opinion of Bond Counsel concerning certain state income tax matters relating to the Bonds, are accurate in all material respects;

(xvi) Defeasance opinion with respect to the 1997 Certificates, the callable 2002 Certificates, the Successor Agency Repayment Obligation and the Prior TABs, dated the Closing Date and addressed to the Underwriter and the Escrow Bank, of Bond Counsel, in form and substance satisfactory to the Underwriter;

(xvii) An opinion letter, dated the Closing Date and addressed to the Authority, the City and the Underwriter of Jones Hall, A Professional Law Corporation, California, as disclosure counsel ("Disclosure Counsel"), to the effect that based upon their participation in the preparation of the Official Statement as Disclosure Counsel, except to the extent set forth in their supplemental opinion without assuming any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement nor making any representation regarding independent verification of the accuracy, completeness or fairness of any of the statements contained in the Official Statement, except to the extent set forth in their supplemental opinion such counsel advises that during the course of such representation of the Authority as disclosure counsel on this matter, no information came to the attention of the attorneys in such firm rendering legal services in connection with such representation which caused them to believe that the Official Statement as of its date (except for any financial, statistical or economic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion

(except opinions of Bond Counsel), Appendix A to the Official Statement, or any information about book-entry or DTC included therein, as to which no opinion or view is expressed) contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(xviii) the opinion of Quint & Thimmig LLP, as counsel to the Underwriter, dated the Closing Date and addressed to the Underwriter, in form and substance acceptable to the Underwriter.

(xix) A certificate of an authorized officer of the Trustee satisfactory to the Underwriter, certifying substantially as follows:

(A) The Trustee is a national banking association duly organized and in good standing under the laws of the United States of America and has all necessary power and authority to enter into the Indenture and to perform its duties under the Indenture;

(B) The Trustee is duly authorized to enter into the Indenture and to authenticate and deliver the Bonds to the Underwriter pursuant to the terms of the Indenture and, when executed by the other parties thereto, the Indenture will constitute a legal, valid and binding obligation of the Trustee enforceable in accordance with its terms;

(C) The Bonds have been duly authenticated and delivered to the Underwriter pursuant to direction from the Authority;

(D) The Trustee is not in breach of or default under any law or administrative rule or regulation of the State of California or of any department, division, agency or instrumentality thereof, of any applicable court or administrative decree or order, or any other material instrument to which the Trustee is a party or is otherwise subject or bound and which would materially impair the ability of the Trustee to perform its obligations under the Indenture;

(E) To its knowledge, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, is pending or threatened in any way affecting the existence of the Trustee or the titles of its directors or officers to their respective offices, or seeking to restrain or enjoin the execution, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Indenture, or in any way contesting or affecting the validity or enforceability of the Bonds or the Indenture;

(F) The execution and delivery of the Indenture will not conflict with or constitute a breach of or default under the Trustee's duties under such documents, or any law, administrative regulation, court decree, resolution, articles of association, bylaws or other material agreement to which the Trustee is subject or by which it is bound; and

(G) No consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Trustee that has not been obtained is or will be required for the authentication and delivery of the Bonds, the execution and delivery of the Indenture, the performance of the Trustee's duties under the Indenture or the consummation by the Trustee of the other transactions contemplated by the Indenture, except as such may be

required under the state securities or blue sky laws in connection with the distribution of the Bonds by the Underwriter.

(xxi) A certificate of an authorized officer of the Escrow Bank satisfactory to the Underwriter, certifying substantially as follows:

(A) The Escrow Bank is a national banking association duly organized and in good standing under the laws of the United States of America and has all necessary power and authority to enter into the Escrow Agreement and to perform its duties under the Escrow Agreement;

(B) The Escrow Bank is duly authorized to enter into the Escrow Agreement and, when executed by the other parties thereto, the Escrow Agreement will constitute a legal, valid and binding obligation of the Escrow Bank enforceable in accordance with their terms;

(C) The Escrow Bank is not in breach of or default under any law or administrative rule or regulation of the State of California or of any department, division, agency or instrumentality thereof, or of the United States of America, of any applicable court or administrative decree or order, or any other instrument to which the Escrow Bank is a party or is otherwise subject or bound and which would materially impair the ability of the Escrow Bank to perform its obligations under the Escrow Agreement;

(D) No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, is pending or threatened in any way affecting the existence of the Escrow Bank or the titles of its directors or officers to their respective offices, or in any way contesting or affecting the validity or enforceability of the Escrow Agreement;

(E) The execution and delivery of the Escrow Agreement will not conflict with or constitute a breach of or default under the Escrow Bank's duties under such documents, or any law, administrative regulation, court decree, resolution, charter, bylaws or other agreement to which the Escrow Bank is subject or by which it is bound; and

(F) No consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Escrow Bank that has not been obtained is or will be required for the execution and delivery of the Escrow Agreement, the performance of the Escrow Bank's duties under the Escrow Agreement or the consummation by the Escrow Bank of the other transactions contemplated by the Escrow Agreement, except as such may be required under the state securities or blue sky laws in connection with the distribution of the Bonds by the Underwriter.

(xxii) An opinion of counsel to the Trustee in form and substance acceptable to the Underwriter;

(xxiv) An opinion of counsel to the Escrow Bank in form and substance acceptable to the Underwriter;

(xxv) Evidence, satisfactory to Bond Counsel and the Underwriter, of insurance, including a CLTA title insurance policy, in compliance with the Lease Agreement;

(xxvi) 15c2-12 certificates of City and the Authority;

(xxvii) Certified copies of the City Resolution and the Authority Resolution;

(xxviii) Evidence, satisfactory to the Underwriter, that the Bonds have been assigned the rating of “___” by Standard & Poor’s Ratings Services;

(xxviii) A verification report, prepared by _____, as to the sufficiency of the escrow established for the defeasance of the 2009 Bonds;

(xxix) Transcripts of all proceedings relating to the authorization, issuance, execution and delivery of the Bonds certified by the City and the Authority as applicable; and

(xxx) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the City’s representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the City and the Authority on or prior to the date of the Closing of all the agreements then to be performed and conditions then to be satisfied by each of them.

All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Bond Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to Bond Counsel, Disclosure Counsel and the Underwriter.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds contained in this Bond Purchase Agreement, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and none of the Underwriter, the Authority or the City shall be under any further obligation hereunder.

8. Termination. The Underwriter shall have the right to terminate the Underwriter’s obligations under this Bond Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds by notifying the Authority and the City in writing or by telegram, of its election to do so, if, after the execution hereof and prior to the Closing: (a) the United States has become engaged in, or there has been an escalation of, hostilities which, in the reasonable opinion of the Underwriter, materially adversely affects the marketability or market price of the Bonds; (b) there shall have occurred the declaration of a general banking moratorium by any authority of the United States or the State of New York or the State of California; (c) an event shall have occurred, or been discovered as described in paragraph (k) of Section 4 or paragraph (l) of Section 5 hereof, which in the opinion of the Underwriter requires the preparation and publication of disclosure material or a supplement or amendment to the Official Statement; (d) any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by any governmental body, department or agency in the State of California, or a decision by any court of competent jurisdiction within the State of California shall be rendered which, in the Underwriter’s reasonable opinion, materially adversely affects the market price of the Bonds; (e) any rating of the Bonds or the rating or credit outlook of any obligations of the City secured by the City’s general fund shall have been downgraded or withdrawn by national rating services; (f) legislation shall be introduced, by amendment or otherwise, or be enacted by the House of Representatives or the Senate of the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by or

on behalf of the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made or proposed, to the effect that the execution, issuance, delivery, offering or sale of obligations of the general character of the Bonds, or the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of any provision of the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect, or with the purpose or effect of otherwise prohibiting the issuance, offering or sale of obligations of the general character of the Bonds or the Bonds, as contemplated hereby or by the Official Statement; (g) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; (h) the New York Stock Exchange, or other national securities exchange or association or any governmental authority, shall impose as to the Bonds, or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by or the charge to the net capital requirements of broker-dealers; (i) trading in securities on the New York Stock Exchange or other national securities exchange or association shall have been suspended or limited or minimum prices have been established on either such exchange; (j) any action shall have been taken by any government in respect of its monetary affairs which, in the reasonable opinion of the Underwriter, has a material adverse effect on the United States securities market; or as of the date hereof that in the Underwriter's reasonable opinion materially adversely affects the marketability or market price of the Bonds.

If this Bond Purchase Agreement shall be terminated pursuant to Section 7 or this Section 8, or if the purchase provided for herein is not consummated because any condition to the Underwriter's obligations hereunder is not satisfied or because of any refusal, inability or failure on the part of the City or the Authority to comply with any of the terms or to fulfill any of the conditions of this Bond Purchase Agreement, or if for any reason the City or the Authority shall be unable to perform all of its respective obligations under this Bond Purchase Agreement, neither the City nor the Authority shall be liable to the Underwriter for damages on account of loss of anticipated profits arising out of the transactions covered by this Bond Purchase Agreement. The Underwriter may, in its sole discretion, waive any of the conditions set forth in Section 7 or this Section 8.

9. Changes in Official Statement. After the Closing, neither the Authority nor the City will adopt any amendment of or supplement to the Official Statement to which the Underwriter shall reasonably object in writing. Within 25 days following the "end of the underwriting period" (as defined in Section 240 15c-12 in Chapter II of Title 17 of the Code of Federal Regulations (Rule 15c2-12), whichever occurs first, if any event relating to or affecting the Bonds, the City or the Authority shall occur as a result of which it is necessary, in the opinion of the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in any material respect in the light of the circumstances existing at the time it is delivered to a purchaser, the Authority will forthwith prepare and furnish to the Underwriter an amendment or supplement that will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to purchaser, not misleading. The City and the Authority shall cooperate with the Underwriter in the filing by the Underwriter of such amendment or supplement to the Official Statement with a nationally recognized municipal securities repository.

10. Payment of Costs and Expenses.

(a) All costs and expenses incident to the sale and delivery of the Bonds to the Underwriter shall be payable by the Authority from the proceeds of the Bonds, including, but

not limited to: (i) the fees and expenses of the City, its counsel and consultants; (ii) the fees and expenses of the Authority, its counsel and consultants; (iii) the fees and expenses of Bond Counsel; (iv) the fees and expenses of Disclosure Counsel; (v) the fees and expenses of Fieldman, Rolapp & Associates, the City's municipal advisor; (vi) all expenses in connection with the preparation and printing of the Bonds; (vii) all expenses in connection with the preparation, printing, distribution and delivery of the Preliminary Official Statement, the Official Statement and any amendment or supplement thereto; (viii) the initial fees and expenses of the Trustee, including the reasonable fees and expenses of its counsel; (ix) the fees and expenses of any rating agency rating the Bonds; and (x) any credit enhancement costs for the Bonds.

(b) The Underwriter shall pay all expenses incurred by it in connection with the public offering and distribution of the Bonds including, but not limited to: (i) all advertising expenses in connection with the offering of the Bonds; (ii) the fees and disbursements of Underwriter's counsel, if any, and (iii) all out-of-pocket disbursements and expenses incurred by the Underwriter in connection with the offering and distribution of the Bonds, including, air travel and hotel accommodations in connection with the pricing of the Bonds; investor meetings, rating agency trips and meetings; the Closing; meals and transportation for the City, the Underwriter and other working group personnel during rating agency, investor meetings; pricing and Closing trips; expenses related to attending working group meetings, such as parking, meals and transportation and any other miscellaneous costs associated with the Closing; (iv) all other expenses incurred by the Underwriter in connection with the public offering and distribution of Bonds, except as provided in (a) above or as otherwise agreed to by the Underwriter and the City, and (v) the fees of the California Debt and Investment Advisory Commission.

11. Notices. Any notice or other communication to be given under this Bond Purchase Agreement may be given by delivering the same in writing:

To the Authority:	Campbell Joint Public Finance Authority c/o City of Campbell 70 North First Street Campbell, CA 95008 Attention: Finance Director
To the City:	City of Campbell 70 North First Street Campbell, CA 95008 Attention: Finance Director
To the Underwriter:	Raymond James & Associates, Inc. One Embarcadero Center, Suite 650 San Francisco, CA 94111 Attention: Ms. Wing-See Fox, Vice President

12. Parties in Interest. This Bond Purchase Agreement is made solely for the benefit of the Authority, the City and the Underwriter (including the successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. All of the Authority's and the City's representations, warranties and agreements contained in this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of: (a) any investigations made by or on behalf of the Underwriter; (b) delivery of and payment for the Bonds pursuant to this Bond Purchase Agreement; and (c) any termination of this Bond Purchase Agreement.

13. Determination of End of the Underwriting Period. For purposes of this Bond Purchase Agreement, the end of the underwriting period for the Bonds shall mean the earlier of (a) the Closing Date unless the City and the Authority have been notified in writing by the Underwriter, on or prior to the Closing Date, that the "end of the underwriting period" for the Bonds for all purposes of the Rule will not occur on the Closing Date, or (b) the date on which notice is given to the City and the Authority by the Underwriter in accordance with the following sentence. In the event that the Underwriter has given notice to the City and the Authority pursuant to clause (a) above that the "end of the underwriting period" for the Bonds will not occur on the Closing Date, the Underwriter agrees to notify the City and the Authority in writing as soon as practicable following the "end of the underwriting period" for the Bonds for all purposes of the Rule. The Underwriter agrees to file a copy of the Official Statement with each of the nationally recognized municipal securities information repositories.

14. No Assignment. This Bond Purchase Agreement is entered into between the City, the Authority and the Underwriter, and is solely for the benefit of the City, the Authority, the Underwriter and their respective successors or assigns, and no person other than the foregoing shall acquire or have any right under or by virtue of this Bond Purchase Agreement. All of the representations, warranties and agreements contained in this Bond Purchase Agreement shall survive the delivery of and payment for the Bonds and any termination thereof.

15. Effectiveness. This Bond Purchase Agreement shall become effective upon the execution of the acceptance by an authorized representative of the City and an authorized representative of the Authority and shall be valid and enforceable at the time of such acceptance.

16. Headings. The headings of the sections of this Bond Purchase Agreement are inserted for convenience only and shall not be deemed to be a part hereof.

17. Governing Law. This Bond Purchase Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of California.

18. Counterparts. This Bond Purchase Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

If the foregoing is in accordance with your understanding of this Bond Purchase Agreement please sign and return to us the enclosed duplicate copies hereof, whereupon it will become a binding agreement among the City, the Authority and the Underwriter in accordance with its terms.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC.,
as Underwriter

By _____
Robert Larkins
Managing Director

CAMPBELL JOINT PUBLIC FINANCE
AUTHORITY

By _____
Name _____
Title _____

CITY OF CAMPBELL

By _____
Name _____
Title _____

EXHIBIT A

\$ _____
CAMPBELL JOINT PUBLIC FINANCE AUTHORITY
2016 Refunding Lease Revenue Bonds

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, PRICES AND YIELDS

<u>Maturity (October 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>
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Redemption Provisions

Optional Redemption

The Bonds maturing on or after October 1, ____, are subject to optional redemption prior to their respective stated maturities, at the written direction of the Authority, from moneys deposited by the Authority or the City, in whole or in part, in such order of maturity as the City designates (and, if no specific order of redemption is designated by the City, in inverse order of maturity), on any date on or after October 1, ____, from any available source of funds, at a redemption price equal to the principal amount of the Bonds to be redeemed, together with accrued interest thereon to the date fixed for redemption, without premium.

Extraordinary Redemption from Insurance or Condemnation Proceeds

The Bonds are also subject to redemption as a whole, or in part on a pro rata basis among maturities, on any date, in integral multiples of \$5,000, to the extent of prepayments made by the City from insurance proceeds or condemnation proceeds not used to repair, reconstruct or replace any portion of the Leased Property damaged or destroyed or elected by the City to be used for such purpose, at a redemption price equal to 100% of the principal amount thereof plus interest accrued thereon to the date fixed for redemption, without premium.



City Council Report

Item: 20.
Category: New Business
Meeting Date: June 7, 2016

TITLE: Adoption of a Resolution to approve selection of the BMR Administrator and authorization for the City Manager to award and execute the contract with HouseKeys. (Resolution/Roll Call Vote)

RECOMMENDATION

That the City Council adopts the attached Resolution authorizing the following actions:

1. Approve the selection of Nyanda & Associates, LLC, a California Limited Liability Company d/b/a HouseKeys to administer the City's Below Market Rate Program; and
2. Approve HouseKeys Scope of Work (**Attachment 3**) and Budget (**Attachment 4**); and
3. Authorize the City Manager to enter into a Professional Service Agreement with Nyanda & Associates, LLC, a California Limited Liability Company d/b/a HouseKeys.

BACKGROUND

City Council Meetings

On October 6, 2015, staff presented the Council with a report which described the complexities associated with implementing the City's housing programs, including: drafting inclusionary and density bonus agreements between the City and developer; drafting resale restriction agreements and associated documents for each homebuyer; calculating rental prices and for-sale prices on an ongoing basis in response to changing interest rates; processing loan subordinations and payoffs; coordinating with lenders, developers, and prospective homebuyers and renters; updating the City website with the latest Below Market Rate (BMR) availability; responding to general BMR inquiries; working with prospective developers on the City's inclusionary requirements; and completing annual affordable housing reporting requirements.

The day-to-day task of corresponding with individuals interested in the City's BMR program is very time consuming and will be best served by an individual or firm that is dedicated to that task (i.e., a third-party consultant). Moreover, a third-party consultant is the preferred method for pre-qualifying individuals for the very limited number of

available BMR units. Currently, the pre-qualification process is handled by the developer, lender, or property manager with oversight from the City; however this has not proved to be a very efficient process due to the difficulty in screening out individuals who do not legitimately meet the requirements of the BMR program or who cannot qualify for a mortgage (e.g., high debt ratios, lack of down payment).

On October 20th, the City Council authorized consideration of a third party contract to help administer the City's BMR housing program. Staff then began to prepare a draft Request for Proposal (RFP) for City Council consideration.

On December 15, 2015, Vice Mayor Gibbons and Council Member Resnikoff from the 20% Housing Committee (Successor Agency) reviewed the draft RFP and provided recommendations, including an expanded scope of services to thoroughly review the City's existing affordable housing stock and loan portfolio. These suggestions were incorporated into an updated RFP and provided to the Council for feedback and approval.

On January 19, 2016, the City Council authorized the distribution of a RFP and expanded scope of services to administer the City's BMR Housing Program. The Council appointed a Subcommittee consisting of Vice Mayor Gibbons and Councilmember Resnikoff to review the proposals and then requested that the proposals be brought back to the City Council for review prior to scheduling consultant interviews.

Proposals

On January 20, 2016, staff distributed the Request for Proposals to 14 parties including housing consultants and governmental agencies with a proposal deadline of February 9, 2016. Staff received proposals from five (5) candidates: Hello Housing, HouseKeys, the Housing Trust Silicon Valley, Palo Alto Housing Corporation, and West Valley Community Services. All five proposals were distributed to the Council Subcommittee.

Following a thorough review of the five proposals, the Council Subcommittee met with staff on March 23rd to discuss the five proposals. The Subcommittee recommended moving forward with the three proposals that offered the most experience for the requested scope of services: Hello Housing, HouseKeys, and Palo Alto Housing Corporation. While the Housing Trust of Silicon Valley and West Valley Community Services each currently administer a BMR program for one other City, both of these agencies have a primary focus on other housing related activities. Furthermore, while the Housing Trust has extensive loan administration experience, they have only been administering the City of Santa Clara's program for approximately one year. Likewise, while West Valley Community Services has been managing Cupertino's BMR program for 20+ years, the agency has little to no loan administration experience.

On April 5, 2016, the City Council authorized staff to schedule interviews with the Subcommittee and the recommended candidates for the expanded scope of services;

directed staff to return to the City Council with the final candidate as recommended by the Subcommittee; and authorized the City Manager to negotiate a contract with the approved consultant.

DISCUSSION

Interviews and Subcommittee Recommendation

On April 21st, the Council Subcommittee met to discuss potential interview questions; directing staff to prepare preliminary questions that would be provided to the candidates prior to the interviews. The same questions were provided to all three candidates; the answers to which would be discussed during the interview to help ensure consistency when comparing and contrasting amongst the candidates.

On April 27, 2016 the Council Subcommittee conducted interviews with HouseKeys, Palo Alto Housing Corporation, and Hello Housing. After considerable discussion of each candidate's overall experience and qualifications, costs associated with the scope of services, and information provided before, during and after the interviews (**Attachment 5**), one consultant firm stood out amongst the three candidates. While the interview panel was impressed with all three candidates, the Council Subcommittee ultimately recommended HouseKeys for the following reasons.

HouseKeys demonstrated that they have the skills and experience needed to execute the scope of services. In preparation for their interview, HouseKeys identified specific properties in Campbell with potential violations, demonstrating their monitoring services and enforcement activities. HouseKeys also demonstrated, above the other candidates, the use of advanced technology (not just the County Assessor's Roll) in monitoring compliance. During the interview, HouseKeys indicated that their goal is to eventually set-up the City to successfully run the BMR program with less assistance from HouseKeys; reducing future City costs. The Council Subcommittee also determined that the costs associated with HouseKeys proposal were comparable to, if not lower than, the other candidates because transaction fees would not be collected in the first year of the program for the two developments that were entitled prior to a contract with HouseKeys (as further discussed under fiscal impact). The Council Subcommittee also appreciated that HouseKeys' in-house legal services are included in their quote. Finally, based on reference checks, HouseKeys was found to have the personal and professional competence and integrity to administer the City of Campbell's BMR program.

Professional Service Agreement

The City's standard Professional Services Agreement was reviewed by HouseKeys' legal counsel. Amendments to the Agreement were requested by HouseKeys and are being reviewed by the City Attorney. In the end, the City Council's decision will authorize the City Manager to award and execute the Agreement with the consultant.

POLICY OPTIONS DISCUSSION

Given the limited amount of funding available for affordable housing efforts in the City (see fiscal impact discussion below), the Council should be made aware of the limitations and benefits of hiring a consulting firm to administer the City's affordable housing programs. The benefit of hiring a BMR consulting firm is to fully develop a more in-depth level of service than has ever existed in the City. The level of review of BMR projects coupled with the expanded scope of work will provide greater organizational service and help refine the City's housing records. A disadvantage is that the City has a finite amount of money to pay for the service which will eventually deplete itself in the course of several years. At that point, the City would need to fund the service through the General Fund moneys that are directed at other services or find a way to replenish the Housing Fund so as to not burden the General Fund in the future.

Option 1 - The City could significantly limit oversight of the City's affordable housing program, trusting that developers will appropriately manage initial allocation of BMR units, property managers will properly monitor existing BMR rental units, and homeowners will comply with all resale restrictions. An entry level staff person could be hired to handle administrative tasks such as speaking with individuals interested in the BMR program, updating the City's website, and ensuring that files are kept up-to-date.

Option 2 - The City could also potentially reduce the future need to monitor BMR units by instituting Equity Sharing Agreements (rather than Resale Restriction Agreements) for all affordable ownership units in the City, as is the case under State Density Bonus Law. While the City would lose those affordable units, the City would gain the initial subsidy¹ and a portion of the equity that is acquired when a BMR home is sold at market value. This would also benefit the BMR homeowner who could then use the shared equity to purchase a market rate unit, assuming their income has increased enough to do so. The City can then use the initial subsidy and equity share to further affordable housing goals in the City through various means, such as partnering with a non-profit affordable housing provider such as Catholic Charities who could own and manage the units.

Option 3 – Similar to Option 2, the City could potentially reduce the future need to monitor BMR units by instituting housing impact fees in lieu of building affordable units, and then partnering with a non-profit affordable housing provider. The money gained from impact fees and/or equity sharing could be used to fund the BMR Administrator until such time that all of the affordable housing units are sold and/or owned and managed by a non-profit provider.

Option Summary: Given the limited amount of housing funds currently available, the policy decision of the Council is to continue with the status-quo (trusting developers, property managers, and homeowners to “do the right thing”); fund a BMR Administrator through other means (e.g., housing impact fees and/or equity sharing); and/or use the

¹ The subsidy is the difference in price between the market rate and the affordable rate.

existing limited housing funds to partner with a non-profit provider to build affordable housing.

FISCAL IMPACT

In addition to a one-time \$30,000 set-up fee, the consultant proposed an annual flat rate of \$137,200 to administer the City's BMR program (including all monitoring and enforcement). This fee would also include the eligibility determination and processing of all BMR documents associated with the Robson Homes Madison development, the St. Antons Railway development, and the Winchester Station development because the affordable housing Agreements for these developments were already in place prior to the selection of HouseKeys as the City's BMR Administrator. As provided in the RFP, these three developments include 19 BMR ownership units and 9 BMR rental units. In future years, subject to each Affordable Housing Agreement, Equity Sharing Agreement, and/or Resale Restriction Agreement, Developers and homeowners will be charged transaction fees for each new BMR home sold or existing BMR home resold. Additionally, HouseKeys will charge a transaction fee for each request to refinance or pay off a loan or loans associated with the City's First Time Homebuyer and/or affordable housing programs. Transaction fees will be collected by the Developer, Homeowner, and/or loan recipient as outlined in **Attachment 4**. These fees will need to be incorporated into future Affordable Housing Agreements with Developers, Homeowner Deed Restrictions, and loan approvals (if any).

For the Fiscal Year 2016-2017 budget, the City estimated a budget of approximately \$150,000 (not including the one-time start-up fee), which is below the \$137,200 cost in the first year of the program. The one-time \$30,000 start-up fee is due immediately upon execution of contract. Thus, a budget adjustment of \$30,000 for Fiscal Year 2015-2016 is requested from the Housing Assistance Fund (Fund 233) in order to execute the contract and begin the important task of program analysis and document gathering, policy and procedures set up, and website and communications set up (**Attachment 2**).

Funding for the BMR Administrator will be provided from the City of Campbell *Low-Moderate Income Housing Fund* in Fund 233 under account #7430 (Professional Services). The current cash balance of Fund 233 is \$1,139,713. If the City retains the services of a BMR Administrator, the current cash balance will be depleted in approximately 8 years (at \$137,200 per year), unless the Housing Fund is replenished through other means (e.g., housing impact fees and/or equity sharing, as discussed above). Alternatively, the current cash balance could potentially fund two to three (2-3) affordable housing units (assuming an average cost per unit of \$500,000²). The total Housing Fund balance including future loan receivables is approximately \$9,400,000, however, it will be decades before most of these loans will be paid off. For example, approximately \$6,100,000 in Maravilla loans will mature in 25 to 40 years while approximately \$807,000 in first-time homebuyer loans will mature in 15 to 35 years.

² Estimate based on initial data analysis for the Santa Clara County Nexus Study where the cost of labor and materials is regional in nature.

There is also approximately \$1,400,000 in rehabilitation loans; however the City Council may elect to extend the maturity of these loans in order to retain the existing affordable housing stock, as was done with Sharmon Palms.

ALTERNATIVES

1. Modify the Scope of Work and/or Budget at the meeting.
2. Request the City Manager to bring back a modified Scope of Work and/or Budget.
3. Request that the Subcommittee reconsider another candidate.
4. Withdraw consideration of a BMR Administrator and consider alternatives to how the City manages existing and future affordable housing units in Campbell.

Attachments:

1. Draft City Council Resolution
2. Budget Adjustment Request and Resolution
3. HouseKeys Scope of Work (Exhibit A to the Professional Services Agreement)
4. HouseKeys Budget (Exhibit B to the Professional Services Agreement)
5. HouseKeys PowerPoint presentation and follow-up materials

Prepared by:


Cindy McCormick, Senior Planner

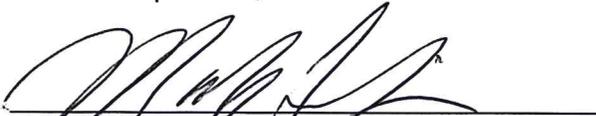
Reviewed by:


Paul Kermoyan, Community Development Director

Reviewed by:


Sharif Etnan for
Jesse Takahashi, Finance Director

Approved by:


Mark Linder, City Manager

RESOLUTION NO. _____

BEING A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL APPROVING THE SELECTION OF NYANDA & ASSOCIATES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY D/B/A HOUSEKEYS AS THE CONSULTANT TO ADMINISTER THE CITY'S BELOW MARKET RATE PROGRAM, AND AUTHORIZING THE CITY MANAGER TO COMPLETE THE PROFESSIONAL SERVICES AGREEMENT AND NEGOTIATE, AWARD, AND EXECUTE THE CONTRACT.

WHEREAS, on October 20, 2015, the City Council authorized consideration of a third party contract to help with the City's Below Market Rate (BMR) housing program; and

WHEREAS, on December 15, 2015, the 20% Housing Committee (Successor Agency) held a meeting to discuss issues that would help staff prepare a Request for Proposals; and

WHEREAS, on January 19, 2016, the City Council authorized the distribution of a Request for Proposals to administer the City's Below Market Rate (BMR) Housing Program; appointed a Subcommittee consisting of Vice Mayor Gibbons and Councilmember Resnikoff to review the proposals; and requested that the proposals be brought back to the City Council for review prior to scheduling consultant interviews; and

WHEREAS, on January 20, 2016, staff distributed the RFP to 14 parties including housing consultants and governmental agencies; and

WHEREAS, five candidates submitted proposals which were distributed to the Council Subcommittee on February 10, 2016; and

WHEREAS, on March 23rd, the Council Subcommittee met with staff to review the five proposals, recommending that the City Council authorize interviews with the three proposals that offered the most experience for the requested scope of services; and

WHEREAS, on April 5, 2016 at a public meeting, the City Council authorized staff to schedule interviews with the Subcommittee and the recommended candidates for the expanded scope of services, authorize the City Manager to negotiate a contract with the highest-ranked candidate, as recommended by the Subcommittee following interviews, and direct staff to return to the City Council with a draft contract for review and approval by the City Council; and

WHEREAS, on April 27, 2016 the Council Subcommittee conducted interviews and was impressed with all three candidates, but ultimately recommended HouseKeys for the reasons specified in the June 7, 2016 staff report to the City Council. In summary, HouseKeys demonstrated that they have the skills and experience needed to execute the scope of services, at a cost that was comparable to, if not lower than, the other candidates given the level of service provided in the first year, and subsequent years of the BMR program; and

WHEREAS, the City Council held a public meeting on June 7, 2016 and accepted the recommendation of the Council Subcommittee; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Campbell hereby authorizes the City Manager to enter into a Professional Services Agreement with Nyanda & Associates, LLC, a California Limited Liability Company d/b/a HouseKeys, with a cost that will not exceed \$167,200 in the first year of the program (\$137,200 flat fee plus a one-time \$30,000 set-up fee). The cost in future years will vary based on the transaction fees charged for each new BMR home sold or existing BMR home resold and for each request to refinance or pay off a loan or loans associated with the City's First Time Homebuyer and/or affordable housing programs.

PASSED AND ADOPTED this _____ day of _____, 2016, by the following roll call vote:

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

APPROVED: _____
Jason T. Baker, Mayor

ATTEST: _____
Wendy Wood, City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL APPROVING A BUDGET ADJUSTMENT NOT TO EXCEED \$30,000 FROM THE CITY OF CAMPBELL HOUSING ASSISTANCE FUND TO THE NYANDA & ASSOCIATES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY D/B/A HOUSEKEYS FOR ADMINISTRATIVE SET-UP OF THE CITY’S BMR PROGRAM.

WHEREAS, the City’s Housing Element has a goal to preserve the City’s limited stock of affordable housing units; and

WHEREAS, on January 19, 2016, the City Council authorized the distribution of a Request for Proposals to administer the City’s Below Market Rate (BMR) Housing Program and appointed a Subcommittee consisting of Vice Mayor Gibbons and Councilmember Resnikoff to review the proposals; and

WHEREAS, on or before February 9, 2016, five candidates submitted proposals; and

WHEREAS, on April 5, 2016, the City Council authorized staff to schedule interviews with the Subcommittee and the recommended candidates, authorized the City Manager to negotiate a contract with the highest-ranked candidate, and directed staff to return to the City Council with a draft contract for review and approval by the City Council; and

WHEREAS, on April 27, 2016 the Subcommittee conducted interviews and was impressed with all three candidates, but ultimately recommended HouseKeys for the reasons specified in the June 7, 2016 staff report to the City Council; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Campbell hereby approves the attached budget adjustment for a one-time fee not to exceed \$30,000, payable to Nyanda & Associates, LLC, a California Limited Liability Company d/b/a HouseKeys, to set-up administration of the City’s BMR Housing Program.

PASSED AND ADOPTED this 7th day of June 2016 by the following roll call vote:

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

APPROVED: _____

Jason T. Baker, Mayor

ATTEST: _____
Wendy Wood, City Clerk

City of Campbell

Request for Budget Adjustments

Department/Program	Division	Date	Request No.
Community Development / Housing Assistance	Community Development	June 7, 2016	BA 23 (50)

Budget to be Reduced

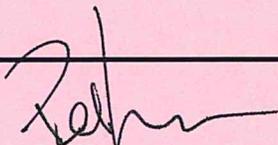
Fund	Account Number	Description	Amount
233	233.557.6090	Beginning Fund Balance - Operating Housing Assistance Fund	30,000

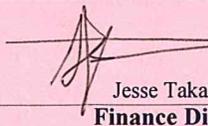
Budget to be Increased

Fund	Account Number	Description	Amount
233	233.557.7430	Professional & Special Services Nyanda & Associates, LLC d/b/a HouseKeys	30,000

REASON FOR REQUEST - BE SPECIFIC:

To request one-time fee \$30,000 for Below Market Rate (BMR) Housing Program administration services with Nyanda & Associates, LLC d/b/a Housekeys.


Paul Kermoyan
Community Development Director


Jesse Takahashi
Finance Director

Sharif Etman for

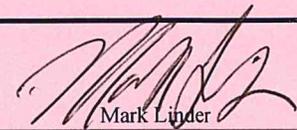

Mark Linder
City Manager

EXHIBIT A - SCOPE OF SERVICES
BMR ADMINISTRATOR
HOUSEKEYS

The Scope of Work details the roles and responsibilities of the City and Consultant. The Schedule starts from the date the contract is fully executed by both parties.

1. Consultant will onboard the City's Below Market Rate (BMR) Program within 12 Months from contract date (90-120 Days with limited program assessment).
2. Consultant will administer the program and assure BMR Deed Restrictions are recorded and followed by all parties as applicable for each property.
3. Consultant will provide onsite support in the City of Campbell for service requests, orientations and workshops.
4. Consultant will regularly update BMR guidelines and program materials in conjunction with City staff to reflect the Consultant's administrative process for BMR Administration including, but not limited to: applications, program pamphlets, resale calculations, buyer selection process, sale and resale of units, refinancing requests, collection of City fees and other applicable fees, and default monitoring/resolution process. Consultant's objective will be to work alongside City Staff to incorporate "learnings" from the team's collective history with BMR Programs in Campbell along with surrounding Santa Clara, San Benito, Alameda, San Francisco, San Mateo, Santa Cruz and Monterey Counties.
5. Consultant will provide the City with a BMR program website presence that will link to the City's housing website.
6. Consultant and the City will develop mutually acceptable response times to BMR inquiries and processing times required to obtain City signatures.
7. Consultant shall maintain the City's existing databases and files for program administration and establish a file retention and management system for the program. All electronic records will be considered work products that are property of the City of Campbell. The Consultant will update the City's records quarterly to ensure a coordinated seamless record keeping process.
8. Consultant will provide the applicants with the following services:
 - a. Conducting income qualifications including review of assets, income, VOE's and all other necessary approvals to ensure qualification for the City loans.
 - b. Making minor revisions to the City's existing program materials and legal documents.
 - c. Underwriting loan applications in accordance with program requirements.
 - d. Preparing all loan documents, overseeing proper execution thereof, and conducting final loan approval reviews.

EXHIBIT A - SCOPE OF SERVICES
BMR ADMINISTRATOR
HOUSEKEYS

- e. Ensuring timely delivery of all necessary documents into escrow, and preparing escrow demands and funding requests.
 - f. Overall management and implementation of specific program policies, including required reporting.
 - g. Preparation of program materials by revising the City's current documents.
 - h. Calculating all pay off demands and issuing any disclosures and tax forms as required by State and/or Federal Law.
 - i. Calculating the resale value of all BMR homes as requested annually by the County.
 - j. Work with City staff to ensure a seamless and coordinated development of documents as it relates to the BMR Program, including the RDO application process where BMR units are included, reviewing developer agreements, and ensuring that BMR requirements are outlined in an Affordable Housing Agreement and any subsequent amendments to the development documentation.
9. Consultant shall act as transaction coordinator for all real estate transactions and will provide the City with a fee schedule. Consultant will charge BMR re-sale transaction fees in line with applicable recorded Deed Restrictions. Consultant will charge the developer transaction coordination fees in accordance with the Affordable Housing Agreement pertaining to the subject development project.
10. Consultant will coordinate document transmittals between buyers, homeowners, developers, and City as needed. Consultant will be responsible for ensuring all documents submitted for City signatures are complete and accurate. Consultant will be responsible for making any necessary corrections to documents.
11. Consultant will work with City staff to coordinate tracking of BMR units produced, BMR units waived and any in-lieu policies or fees collected.
12. Consultant shall work alongside Staff to conduct monitoring to annually evaluate BMR owners' & renters' compliance with the terms and conditions of the BMR recorded deed restrictions and program guidelines including the following:
- a. Mailing monitoring letters to all the BMR units.
 - b. Reviewing in conjunction with City staff, City or County Assessor data to assist in the process (e.g., water utility bills, property records).
 - c. Review City's preliminary monitoring list to identify follow up actions required.
 - d. Meet with City staff to develop guidelines for acceptable default remedies (e.g., allowing rental of BMR units for hardship cases).

EXHIBIT A - SCOPE OF SERVICES
BMR ADMINISTRATOR
HOUSEKEYS

13. Consultant shall work alongside Staff to investigate and identify cure for potential BMR defaults including:
 - a. Conduct follow up of those BMR owners who do not submit their compliance documentation.
 - b. Reviewing information from calls from BMR neighbors and interested parties.
 - c. Conduct reasonable follow-up investigation to assess potential BMR defaults including unit site visits.
 - d. Scheduled appointments with BMR owners.
 - e. For confirmed defaults, provide owners with list of actions needed to remedy the default and conduct follow-up to monitoring compliance.
 - f. Maintaining log of actions taken to remedy the defaults.
 - g. For those defaults in which the owners choose to not remedy the situation within a reasonable amount of time, Consultant will meet with City staff to determine the course of action to pursue. City authorization will be sought for any legal action taken.
 - h. City will provide a list of any current BMR defaults and actions taken to date.
14. Consultant will develop annual performance measures for BMR program administration. These measures will be developed in conjunction with City staff. Performance measures will be included in annual BMR summary report.
15. Consultant shall conduct introductory Home Buyer Education/Training classes – HomeBuyer Orientation Classes prior to BMR application
16. Consultant shall build and maintain a group of LOCAL (live or work in the City of Campbell) qualified and eligible BMR homebuyers at a minimum Buyer-to-Property ratio of 5:1
17. Consultant will partner with the City to create City legal templates for documents required for signature by the BMR participants. Consultant shall supply documents that are typically used in Santa Clara County for residential real estate transactions (e.g. purchase and sale, disclosure acknowledgements, addendums, etc.)
18. Consultant will create and maintain a list of approved loan officers and lending operations eligible to provide mortgage lending for purchase and refinance transactions
19. Consultant will review individual BMR restrictions for terms and requirements as needed including shared equity programs, down payment assistance loans and any resale restriction agreements.

EXHIBIT A - SCOPE OF SERVICES
BMR ADMINISTRATOR
HOUSEKEYS

20. Consultant will prepare City staff reports.

In addition to onboarding the BMR Program, the HouseKeys team will provide the following services:

- A. Consultant enters into this contract with the City of Campbell with the intention of adding the City to the Model City Project that incorporates Industry Best Practices, A BMR Database, and a Regional BMR Working Group. This Project will improve efficiencies and reduce program costs to the City.
- B. Consultant will provide training, analysis and suggested improvements to the BMR Program
- C. Consultant will prepare a presentation for Staff and Council Members on the Model City Project

**EXHIBIT B - FEE SCHEDULE
BMR ADMINISTRATOR
HOUSEKEYS**

<u>Description</u>	<u>Amount</u>
<p>Program Set Up (Initial Set Up and Onboarding)</p> <ul style="list-style-type: none"> ○ Program Analysis and Document Gathering (including feeds for ordering all recorded docs) \$15,000 ○ Policy and Procedures Set Up (Time and Materials) \$7,500 ○ Website and Communications Set Up (Time, Materials and Software Subscriptions) <u>\$7,500</u> <p style="text-align: right;">Total: \$30,000 (one-time fee)</p> <p>(Due immediately upon execution of contract)</p>	
Program Administration & Management:	Total: \$137,200 per year \$11,433.33 per month (Billed Monthly)
Loan Transaction Fee	\$1,250 per transaction <i>Paid by Owner/Lender</i> Consultant to transmit 25% of fee to City along with documents for signature)
New BMR Sales Transaction Fee (fees do not apply to previously entitled projects where the Affordable Housing Agreement does not include such fees)	3% or \$7,500 of Sales Price (or per Affordable Housing Agreement) <i>Paid by Developer</i>
BMR Resale Transaction Fee (fees may be lower per the relevant Resale Restriction Agreement signed by the Owner)	6% up to \$12,500 of Sales Price (or per Owner Resale Restriction Agreement) <i>Paid by Seller</i>
Acquisition, Rehabilitation and Resale Transaction Fee (this includes Distressed Sales)	5% at Acquisition & 5% at Resale or \$25,000 <i>Paid by Buyer</i> included into Sales Price



via Hand-Delivery and Electronic Mail

February 8, 2016

Wendy Wood, City Clerk
City Manager's Office, City of Campbell
70 N. First Street; Campbell, California 95008

Re: REQUEST FOR PROPOSAL – BMR PROGRAM ADMINISTRATOR

Dear Wendy Wood,

In response to The City of Campbell's RFP for Below Market Rate Program Administration, please view the following proposal response on behalf of HouseKeys. HouseKeys is suited as the ideal BMR Administrator with relevant experience in the administration of affordable housing programs, and documented experience related to the desired scope of services.

As the current BMR Program Administrator for the City of Morgan Hill, we have built a substantive case study concerning the onboarding of their program. Adhering to strict timelines in the wake of the dissolution of a key Silicon Valley affordable housing program administrator, lender and counseling agency, HouseKeys was able to flourish in their role as Program Administrator. This all took place while other jurisdictions were (many still are) determining their next suitable steps for their BMR/BMP programs. We look forward to the opportunity to present our proposal during the month of March.

While we understand the dwindling program budgets initiated by the dissolution of the Redevelopment Agencies, we also have identified true costs as it relates to building a sustainable Affordable Housing program and portfolio. Those costs are shown in the document as the desired budget for what we refer to as the Model City project. With the knowledge of associated regional City Council measures, please view this as part of our discussion, and not a demand request. As an example, the City of Morgan Hill initially had a \$75,000 BMR Program budget which grew to \$272,000 after continued program assessment and City Council approval. Budgeting will be an important part of the program development process.

Thank you for your attention to this response, and for the opportunity.

If you should have any questions regarding this RFP Response Submission, I may be contacted at (408) 684-8202 or by email at Julius@NyandaConsulting.com.

Sincerely,

Julius Nyanda
CEO, Nyanda & Associates



2. Qualifications

HouseKeys BMR Program Overview

A Nyanda & Associates (N&A) Company

HouseKeys Hotline: 1-877-460-KEYS (5397)

www.housekeys.org

Background

N&A's mission is to improve the effectiveness of community and economic development programming aimed at improving the lives of working and middle class families and to build a firm that attracts and develops civic minded business professionals.

We do this by helping program providers retool and/or restructure their programs and operations to be better equipped to sustain and scale services in the face of ever-changing political, social and economic dynamics and trends.

We focus on three programmatic areas: Affordable Housing, Housing Finance and Neighborhood Development

BMR Experience

HouseKeys is N&A's focused effort to improve *Affordable Housing* programs in the Bay Area and Silicon Valley. After having worked in both the for-profit and nonprofit sectors over the past 20 years, the HouseKeys team has identified best practices that help to effectively build, maintain and preserve affordable housing stock. We also place an emphasis on competency by recruiting and training team members with specific expertise in vital areas that enable an affordable housing program to function effectively and sustainably. These areas include:

- Real Estate Acquisition, Rehabilitation and Sales
- New Home Development Sales
- First Mortgage Lending
- Down Payment and Closing Cost Assistance Program Processing and Underwriting
- Homebuyer Eligibility Processing and Underwriting
- Program Administration and Management
- Title and Escrow
- Asset Management

This team has been very active in the cities of Morgan Hill, Gilroy, Santa Clara, Los Gatos, Los Altos and Burlingame - having worked for South County Housing, Neighborhood Housing Services Silicon Valley and a number mortgage banking operations that facilitated affordable lending financing. Collectively, this group has handled over 680 BMR transactions since 2000, including over 220 in Morgan Hill. With Housing Industry in-house counsel, we consult and work with the City Attorney to handle Resale Restrictions, Deed Restrictions, Development Agreements, and all normal BMR-related regulatory documentation. We utilize the fees from these transactions to offset the annual contract costs to our jurisdictional clients.

Current Jurisdictional Clients:

City of Morgan Hill

BMR Program Administrator

Housing Agency of Record

356 Digital Drive | Morgan Hill, CA 95037 | Phone: 1-877-460-KEYS | www.housekeys.org



2. Qualifications

Compliance Example

There are numerous examples of our expertise in the area of Compliance Issue Resolution. As always, the nature of the jurisdictional relationship, and the transparency provided to a Program Administrator is key to our success. One such show of our communication process, resolution ability, and overall industry knowledge, in dealing with compliance issues is shown in the case to be referred to as “Rental Violation”.

As background, the property being discussed was brought into the BMR portfolio through a new development project. The property was compliant for 4 years, until it was resold during that year. The following year, the City hired a new Program Administrator for its’ BMR program. During this time, we completed what turned out to be a year-long onboarding process. After performing a review of the program, the organization suggested a new compliance protocol, utilizing daily surveillance of the entire BMR portfolio.

After completing the new Program Monitoring review, it was found that the BMR Resale Purchaser violated the program by renting out the unit instead of living in the unit, as stated in the BMR Guidelines and signed agreements. The organization provided a detailed memo to the City, and began the suggested plan of action to resolve the violation. After performing due diligence with key parties including the homeowner, it was confirmed that the violation was indeed accurate. The organization updated the City, and began preparing compliance violation correspondence for the homeowner.

Within 5 months, the City followed the suggested plan of action, which included a case study of Legal Action versus Property Acquisition. After the homeowner agreed to go through the Property Acquisition process, the organization efficiently moved forward with its’ plan. This included City Council measures and an Acquisition Rehabilitation & Resale plan, so that the BMR portfolio would remain intact, and that another deserving family within their growing pipeline of potential homeowners would achieve their dream of homeownership. One month after the City Council measure, the organization cleared title, assessed the property, and prepared it for resale within our BMR pipeline of City-approved applicants.

Three months later, the property was sold to a current BMR homeowner, resulting in BMR Portfolio preservation.



BMR Program Services Utilized

HouseKeys provided a suite of services for this jurisdictional client to resolve this issue, and provide a profitable solution for the City. ***The order of events and process are as follows:***

- Program Onboarding
- Program Assessment
 - Detailed Client Communication (Administrator & City)
 - Program Suggestion (Enhancement)
 - Compliance Monitoring & Certification Implementation
- Program Monitoring
 - Annual Compliance Assessment & Report
 - Compliance Resolution Plan of Action
- Program Administration
 - Compliance Correspondence & Resolution Plan
 - Program Report & Preparation for City Council Staff Report
 - City Council Action
- Real Estate Acquisition, Rehabilitation and Sales
 - Clear Title
 - Order Payoffs (Deeds of Trust, Encumbrances)
 - Bring Property to Current Tax Status
 - Property Assessment
 - Resale Restriction Agreement / Development Review
 - Appraisal, Inspections, Rehabilitation
 - Transfers and Defaults
 - Property Assignment
 - Property Sale (Violator to Administrator)
 - Resale Preparation
 - Property Marketing
 - Open Houses
 - Property Lottery
 - Property Resale
 - Manage All Aspects of Sale (*Including Legal*)
 - Hold Lottery
 - Find Eligible Buyer
 - 110% AMI
 - Property Resale
 - Resale Restriction Agreement
 - Deed of Trust
 - Loan Officer Coordination
 - Title & Escrow Management



3. Program Administration (Proposed)

As the City of Campbell's BMR Program Administrator, HouseKeys will perform all roles and responsibilities as defined by this RFP request. Additionally, below you will find the proposed **Program Administration Scope of Services**, which outlines how HouseKeys will implement and administer your BMR Program. This includes line item descriptions of all task-related items, task descriptions, preliminary timelines. There is also additional information not requested in the RFP Scope of Services, but we feel should be included in the proposed Scope of Services.

Communication efforts (additionally described in **5. Additional Suggestions**) are key to the overall success of the program. As such, the proposal highlights the intention to have a *HouseKeys' Program Specialist* positioned within the City of Campbell's Housing Department. The relationship between the City and the Administrator takes on an iterative process, where the program continues to be enhanced for sustainability and scalability. Our experience with other jurisdictions have shown this approach to be more cost-efficient and compliant, while also increasing the capacity of the overall program. Monthly Program Reports will be provided, as will Quarterly Program Reviews. We will also aide in the development of all BMR-related Staffing Reports and updates to City Council.

HouseKeys will provide a dedicated web site presence, BMR Program phone number, BMR Program Contact Sheets, and timely updates to the overall applicant/stakeholder pool. With a dedicated in-house technical team, our ability to provide targeted reports that help provide a landscape view of BMR Property Portfolio, and its' Applicant Pool. Those details are also listed in the corresponding Scope of Services.



SCOPE OF SERVICES

The Scope of Work details the roles and responsibilities of the City and Consultant. The Schedule starts from the date the contract is fully executed by both parties.

1. Consultant will onboard the City's BMR Program within 12 Months from contract date <i>(90-120 Days with limited program assessment)</i>
2. Consultant will administer the Below Market Rate program and assure Below Market Rate (BMR) Deed Restrictions are recorded and followed by all parties as applicable for each property.
3. Consultant will provide onsite support in the City of Campbell for service requests, orientations and workshops
4. Consultant will regularly update BMR guidelines and program materials in conjunction with City staff to reflect the Consultant's administrative process for BMR Administration including, but not limited to: applications, program pamphlets, resale calculations, buyer selection process, sale and resale of units, refinancing requests, collection of City fees and other applicable fees, and default monitoring/resolution process. Consultant's objective will be to work alongside City Staff to incorporate "learnings" from the team's collective history with BMR Programs in Campbell along with surrounding Santa Clara, San Benito, Alameda, San Mateo, Santa Cruz and Monterey Counties.
5. Consultant will provide the City with a Below Market Rate program website presence that will link to the City's housing website.
6. Consultant and the City will develop mutually acceptable response times to BMR inquiries and processing times required to obtain City signatures.
7. Consultant shall maintain the City's existing databases and files for program administration and establish a file retention and management system for the program. All electronic records will be considered work products that are property of the City of Campbell. The Consultant will update the City's records quarterly to ensure a coordinated seamless record keeping process.
8. Consultant will provide the applicants will the following services: <ol style="list-style-type: none"> 1. Conducting income qualifications including review of assets, income, VOE's and all other necessary approvals to ensure qualification for the City loans. 2. Making minor revisions to the City's existing program materials and legal documents. 3. Underwriting loan applications in accordance with program requirements. 4. Preparing all loan documents, overseeing proper execution thereof, and conducting final loan approval reviews. 5. Ensuring timely delivery of all necessary documents into escrow, and preparing escrow demands and funding requests. 6. Overall management and implementation of specific program policies, including required reporting.



HouseKeys

Affordability Matters

<p>7. Preparation of program materials by revising the City's current documents.</p> <p>8. Calculating all pay off demands and issuing any disclosures and tax forms as required by State and/or Federal Law.</p> <p>9. Calculating the resale value of all BMR homes as requested annually by the County.</p> <p>10. Work with City staff to ensure a seamless and coordinated development of documents as it relates to the BMR Program, including the RDO application process where BMR units are included, reviewing developer agreements, and ensuring that BMR requirements are outlined in an Affordable Housing Agreement and any subsequent amendments to the development documentation.</p>
<p>9. Consultant shall act as transaction coordinator for all real estate transactions and will provide the City with a fee schedule. Consultant will charge BMR re-sale transaction fees in line with applicable recorded Deed Restrictions. Consultant will charge the developer transaction coordination fees in accordance with the Affordable Housing Agreement pertaining to the subject development project.</p>
<p>10. Consultant will coordinate document transmittals between buyers, homeowners, developers, and City as needed. Consultant will be responsible for ensuring all documents submitted for City signatures are complete and accurate. Consultant will be responsible for making any necessary corrections to documents.</p>
<p>11. Consultant will work with City staff to coordinate tracking of BMR units produced, BMR units waived and any in-lieu policies or fees collected.</p>
<p>12. Consultant shall work alongside Staff to conduct monitoring to annually evaluate BMR owners' & renters' compliance with the terms and conditions of the BMR recorded deed restrictions and program guidelines including the following:</p> <ol style="list-style-type: none">1. Mailing monitoring letters to all the BMR units.2. Reviewing in conjunction with City staff, City or County Assessor data to assist in the process (e.g., water utility bills, property records)3. Review City's preliminary monitoring list to identify follow up actions required.4. Meet with City staff to develop guidelines for acceptable default remedies (e.g., allowing rental of BMR units for hardship cases).
<p>13. Consultant shall work alongside Staff to investigate and identify cure for potential BMR defaults including:</p> <ol style="list-style-type: none">1. Conduct follow up of those BMR owners who do not submit their compliance documentation.2. Reviewing information from calls from BMR neighbors and interest parties3. Conduct reasonable follow-up investigation to assess potential BMR defaults including unit site visits.4. Scheduled appointments with BMR owners5. For confirmed defaults, provide owners with list of actions needed to remedy the default and conduct follow-up to monitoring compliance.



HouseKeys

Affordability Matters

<p>6. Maintaining log of actions taken to remedy the defaults</p> <p>7. For those defaults in which the owners choose to not remedy the situation within a reasonable amount of time, Consultant will meet with City staff to determine the course of action to pursue. The City is responsible for taking any legal actions.</p> <p>8. City will provide a list of any current BMR defaults and actions taken to date.</p>
<p>14. Consultant will develop annual performance measures for BMR program administration. These measures will be developed in conjunction with City staff. Performance measures will be included in annual BMR summary report.</p>
<p>15. Consultant shall conduct introductory Home Buyer Education/Training classes – HomeBuyer Orientation Classes prior to BMR application</p>
<p>16. Consultant shall build and maintain a group of LOCAL (live or work in the City of Campbell) qualified and eligible BMR homebuyers at a minimum Buyer-to-Property ratio of 5:1</p>
<p>17. Consultant will partner with the City to create City legal templates for documents required for signature by the BMR participants. Consultant shall supply documents that are typically used in Santa Clara County for residential real estate transactions (e.g. purchase and sale, disclosure acknowledgements, addendums, etc.)</p>
<p>18. Consultant will create and maintain a list of approved loan officers and lending operations eligible to provide mortgage lending for purchase and refinance transactions</p>
<p>19. Consultant will review individual BMR restrictions for terms and requirements as needed including shared equity programs, down payment assistance loans and any resale restriction agreements.</p>
<p>20. Consultant will prepare City staff reports on a time and materials basis.</p>

In addition to onboarding the BMR Program, the HouseKeys team will provide the following services:

<p>A. Consultant enters into this contract with the City of Campbell with the intention of add the City to the Model City Project that incorporates Industry Best Practices, A BMR Database, and a Regional BMR Working Group. This Project will improve efficiencies and reduce program costs to the City.</p>
<p>B. Consultant will provide training, analysis and suggested improvements to the BMR Program</p>
<p>C. Consultant will prepare a presentation for Staff and Council Members on the Model City Project</p>



4. Cost

There are two major components of the HouseKeys Affordable Housing Program Platform budget:

- 1) Program-Specific Staff: Onsite (City of Campbell) HouseKeys' BMR Specialist; Orientation Classes; Staff Communication; Program Updates & Reporting; and
- 2) Headquarters (HQ) Staff: Provide back-office support for all of the functionality required to successfully run an affordable housing administration operation.

The proposal includes *annual* contract costs based on the Program-Specific Staff. HQ Staff and the remaining HouseKeys budget will be supported by transaction flow (see fee schedule).

Onsite Program Staff

Onsite Program Staff will include a full time Program Specialist and 10 hours a week from the HouseKeys Program Manager and Lead Consultant. The onboarding of the program will be a time-intensive 12 month process to assess all aspects of the program determine the proper staff and infrastructure needed.

Description	Monthly Cost	Annual Cost	Notes
Program Specialist	\$6,933.33	\$83,200	Full Time Onsite Staff
Manager / Consultant	\$3,250.00	\$39,000	10 hours per week – Primary Lead
Additional Infrastructure	\$1,250.00	\$15,000	Office Costs (phone, internet, etc.)
Program Onboarding		\$30,000	One Time Cost for 12-Month Process

Headquarter (HQ) Staff

HQ Staff involves the team that will support the onsite program staff.

Description	Annual Cost	Notes
Asset Manager	\$15,600	Portfolio Review, Escrow Mgmt. and Development
Proessor	\$15,600	Applications, Process and Procedural Documentation
Underwriter	\$15,600	Program Eligibility and Program Guidelines
Program Analyst / Specialist	\$31,200	Financial, Asset Management and Policy Program Components
Communications Consultant	\$39,000	Internal and External Communications and Strategy
Real Estate Project Manager	\$39,000	Property Maintenance and Rehab
Software Developer	\$39,000	Technology Implementation
Real Estate Attorney	\$39,000	Legal Alignment of all documents, agreements and procedures
Total	\$234,000	These costs are NOT included in the budget proposal and are paid through transaction activities (see fee schedule)



Understanding the HouseKeys Fiscal Approach

It is important to note that the HouseKeys operations are constantly being built and refined to handle all aspects of the affordable housing space. This includes the programmatic, operational, technological, transactional, financial, legal, policy, research, marketing and communication components needed to address the challenges facing local jurisdictions. The budget commitment that a jurisdiction must make to effectively meet these challenges is often bigger than their general fund allows.

HouseKeys' goal is to supplement available funding by obtaining and maintaining the licenses, qualifications and continuing education required to engage in real estate and lending activities. We work with cities to identify their 36-month pipeline of new properties entering the portfolio, work with existing BMR homeowners who want to remodel their homes, and provide assistance whenever they engage in refinance or resale activity. As a Program Administrator with transactional capability, we serve as a facilitator throughout the property's portfolio tenure. This is a vital compliance tool that prevents participants from engaging in activity that puts affordable properties at risk or negatively impacts the excess sales value of the portfolio. The "*Agency of Record*" role that we fulfill enables the jurisdiction to assume a position that mitigates the risks involved when providing consumer-direct benefits to their constituents.



4. Cost (Scope of Services)

**EXHIBIT A
SCHEDULE OF COMPENSATION RATES**

<u>Set Up – One Time Fee:</u> Initial Set Up and Onboarding	\$30,000
<u>Infrastructure & Overhead Costs</u> (\$1,250/monthly billing)	\$15,000
<u>Program Administration Costs</u> (\$10,183/monthly billing)	\$137,200
Total Contract:	\$167,200 - 1st Year

Fee Schedule

<u>BMR City Refinance w/Subordination Fee:</u> (Paid by Owner/Lender and Consultant to transmit 25% of fee to City along with documents for signature)	\$1,250
<u>BMR Resale Transaction Processing Fee:</u>	6% up to \$12,500 of Sales Price Paid by Seller based on Deed Restrictions
<u>BMR New Construction Transaction Processing Fee:</u>	3% of Sales Price Paid by Developer as agreed upon by the City or \$7,500
<u>Acquisition, Rehabilitation and Resale Transaction Fee:</u>	5% at Acquisition and 5% at Resale included into the Sales Price (this includes Distressed Sales) or \$25,000



**EXHIBIT A
SCHEDULE OF COMPENSATION RATES**

Description	Timing of Payment	Amount
<p>Program Set Up</p> <p><u>Program Analysis and Document Gathering (including feeds for ordering all recorded docs)</u></p> <p><u>Policy and Procedures Set Up (Time and Materials)</u></p> <p><u>Website and Communications Set Up (Time, Materials and Software Subscriptions)</u></p> <p>Total:</p>	<p>Due Immediately Upon Execution of Contract</p>	<p>\$15,000</p> <p>\$7,500</p> <p>\$7,500</p> <p><u>\$30,000</u></p>
<p><u>Program Administration & Management:</u></p> <p>\$137,200 per year</p>	<p>Billed Monthly</p>	<p>\$11,433.33 per month</p>



HouseKeys Budet Breakdown

4. Cost - Exhibit B											
(City of Campbell Expense View / HouseKeys Expense View)											
ONSITE PROGRAM STAFF											
	Year 1				Year 2				Year 3		3 Year Total
	rate	hrs/wk	Monthly Cost	Yearly	hrs/wk	Monthly Cost	Yearly	hrs/wk	Monthly Cost	Yearly	
Program Specialist	\$ 40.00	40	\$ 6,933.33	\$ 83,200.00	40	\$ 6,933.33	\$ 83,200.00	40	\$ 6,933.33	\$ 83,200.00	
Manager/Consultant	\$ 75.00	10	\$ 3,250.00	\$ 39,000.00	10	\$ 3,250.00	\$ 39,000.00	10	\$ 3,250.00	\$ 39,000.00	
Additional Infrastructure and Overhead Costs			\$ 1,250.00	\$ 15,000.00		\$ 1,250.00	\$ 15,000.00		\$ 1,250.00	\$ 15,000.00	
Program Onboarding (One-Time Charge)				\$ 30,000.00			\$ -			\$ -	
A. Direct Onsite Program Staff Costs			\$ 11,433.33	\$ 167,200.00		\$ 11,433.33	\$ 137,200.00		\$ 11,433.33	\$ 137,200.00	\$ 441,600.00
HEADQUARTER (HQ) STAFF											
Asset Manager	\$ 30.00	10	\$ 1,300.00	\$ 15,600.00	10	\$ 1,300.00	\$ 15,600.00	10	\$ 1,300.00	\$ 15,600.00	
Processor	\$ 30.00	10	\$ 1,300.00	\$ 15,600.00	10	\$ 1,300.00	\$ 15,600.00	10	\$ 1,300.00	\$ 15,600.00	
Underwriter	\$ 30.00	10	\$ 1,300.00	\$ 15,600.00	10	\$ 1,300.00	\$ 15,600.00	10	\$ 1,300.00	\$ 15,600.00	
Program Analyst/Specialist	\$ 30.00	20	\$ 2,600.00	\$ 31,200.00	10	\$ 1,300.00	\$ 15,600.00	10	\$ 1,300.00	\$ 15,600.00	
Communications Consultant	\$ 75.00	10	\$ 3,250.00	\$ 39,000.00	10	\$ 3,250.00	\$ 39,000.00	10	\$ 3,250.00	\$ 39,000.00	
Real Estate Project Manager	\$ 75.00	10	\$ 3,250.00	\$ 39,000.00	10	\$ 3,250.00	\$ 39,000.00	10	\$ 3,250.00	\$ 39,000.00	
Software Developer	\$ 75.00	10	\$ 3,250.00	\$ 39,000.00	10	\$ 3,250.00	\$ 39,000.00	10	\$ 3,250.00	\$ 39,000.00	
Real Estate Attorney	\$ 75.00	10	\$ 3,250.00	\$ 39,000.00	10	\$ 3,250.00	\$ 39,000.00	10	\$ 3,250.00	\$ 39,000.00	
B. Indirect HQ Costs Contributed to Campbell Program			\$ 19,500.00	\$ 234,000.00		\$ 18,200.00	\$ 218,400.00		\$ 18,200.00	\$ 218,400.00	
HouseKeys Realty (Insurance, License and Association Dues)			\$ 2,500.00	\$ 30,000.00		\$ 2,500.00	\$ 30,000.00		\$ 2,500.00	\$ 30,000.00	
Employee Benefits			\$ 4,750.00	\$ 57,000.00		\$ 4,750.00	\$ 57,000.00		\$ 4,750.00	\$ 57,000.00	
IT Services			\$ 1,500.00	\$ 18,000.00		\$ 1,500.00	\$ 18,000.00		\$ 1,500.00	\$ 18,000.00	
Operations Vendors			\$ 6,000.00	\$ 72,000.00		\$ 6,000.00	\$ 72,000.00		\$ 6,000.00	\$ 72,000.00	
Office Space			\$ 3,250.00	\$ 39,000.00		\$ 3,250.00	\$ 39,000.00		\$ 3,250.00	\$ 39,000.00	
C. Infrastrucutre and Overhead Expense			\$ 18,000.00	\$ 216,000.00		\$ 18,000.00	\$ 216,000.00		\$ 18,000.00	\$ 216,000.00	
D. Total Budget			\$ 48,933.33	\$ 617,200.00		\$ 47,633.33	\$ 571,600.00		\$ 18,000.00	\$ 571,600.00	
Workload Balance and Increased Know-How (Expertise)											



5. Additional Information

BMR Program Suggestions

With over 50 collective years of affordable housing experience, the HouseKeys team has worked with varying jurisdictions handling all aspects of BMR Program Administration. Over the course of 2015, we have helped guide, strategize and reshape the BMR Program Administration for one of the largest BMR portfolios in Santa Clara County. During that time, we have worked to establish a program that is uniquely suited for the jurisdiction.

While every jurisdiction is not the same, our lessons learned over time are being applied in a manner that suits the current pipeline of BMR properties, current BMR program homeowners and renters, and the stated goals of the City (informed by the General Plan and Housing Element). We would like to make the following suggestions, based on the information found within the City of Campbell RFP and the lessons learned over the years.

Program Suggestions:

1. BMR Housing Lottery

Individual property lotteries with corresponding rules related to the property (Federal and State Housing Laws notwithstanding), as opposed to the preference-based *Waiting List* approach, allow for Program Transparency, Buyer Process Consistency, Increase in Capacity, and Program Cost Reduction. Applicant (homebuyers, renters) pool management can be very taxing on a housing department or Program Administrator, due to the dwindling availability of affordable housing units. With many projects being outlined in advance, the ability to foresee the types of available units (Seniors, Veterans, Disability, Live/Work, Unit Size, etc) in the pipeline, provides an opportunity for the City of Campbell, HouseKeys and the residents of Campbell to have focused lotteries with the appropriate applicant pool. In essence, only potential buyers/renters that fit the target audience will be a part of that lottery, rather than a Waiting List that gives off the feeling that anyone that applies, has an opportunity to obtain what we know to be audience-specific housing opportunities.

2. Align BMR Legal Framework

We suggest implementing an Assessment Review of all legal framework and documentation related to the BMR Program. This would include Zoning Ordinances, Agreements, Policy Handbook, and other Procedural Documentation. With in-house Housing Industry counsel, HouseKeys is suited to review, discuss, and provide suggestions through an industry practitioner lens and point of view.

3. Focused Communications

As Program Administrator, it is important to have consistent and focused communication with all BMR Program stakeholders. We would suggest consistent communication with the City of Campbell's internal housing staff, City Attorney and Council. We understand that the BMR Program is an aspect of the entire Housing Department, but as it relates to workload and capacity, we feel that shared knowledge is key to the growth of the program.



The idea of “focused communication” stems from the layers of the program. Developers, Buyers, Owners, and Practitioners (Loan Officers, Real Estate Agent, Escrow Officer) are all valuable parts of the program. With that in mind, we suggest a Program Orientation and Certification Process for each of those parties, as it relates to the BMR Program. Compliance, Program Consistency, and Program Relevancy are all strengthened by this suggestion.

4. Use of Transaction Fees to Offset Program Costs

Running a Below Market Rate Program Administration Team carries costs for specialized staff and capabilities that are uncommon in the typical housing department. Limited funding has made it difficult to maintain existing staff, let alone build out a fully functional affordable housing department. The HouseKeys model limits the contractual fees charged to its jurisdictional clients to facilitate this offering by charging point-of-sale and point-of-service fees for services provided to developers, applicants and owners.

These fees include:

1. **New Construction Transaction Fees** – These are fees charged to the developer to draft the Affordable Housing Agreement, reimburse for costs associated with building the buyer pool (buyer orientation, website management, application screening), matching buyers up with the property, coordinate purchase money financing (including first mortgage and any subordinate mortgages used) and manage the escrow process from contract to restriction agreement signing to final recordation of the closing documents. This is typically a fee charged as a percentage of the sales price (3%) with a minimum charge of \$7,500.
2. **Project Management Fees** – One challenge to an affordable housing portfolio is deferred maintenance. Property owners are limited by equity or income earning restrictions that make it cost prohibitive to make improvements to the property. Through the use of our refinance-rehab program, we assign our Real Estate Project Manager to each property case and work with trainee and certified contractors to ensure quality and code standards are met. Project management fees are a minimum \$5,000 or 10% of the total rehab costs.
3. **Property Acquisition, Rehab and Resale Fees** – Property acquisition is a tool that HouseKeys uses to avoid having to take legal action against program violators who trigger a default event during their resale restricted housing tenure. It is also used as a loss mitigation tool for properties that are at risk of being lost to foreclosures and as a means to expedite the home sale process for owners who wish to sell the home before their restriction period expires. To cover the costs of financing the acquisition, handling the legal documentation, repairing and remodeling the home in preparation for sale and locating and qualifying a new eligible buyer – the HouseKeys team charges an Acquisition Fee that is similar to a developer fee. This cost includes 5% at acquisition and 5% at resale or \$25,000.



4. **Property Resale** – This is the customary 6% real estate brokerage fee charged for a property listing and sale where the broker serves in a dual agency role. Due to the nature of the portfolio and asset management, HouseKeys jurisdictional clients adopt an “Agency Policy” which empowers the Program Administrator to handle the resales of all Below Market Rate ownership properties. In order to ensure that the existing BMR owner who is selling the home has proper representation, HouseKeys sets up orientations and certification programs with local real estate agents to serve as the “Listing Agent” for a 2% commission. For the listing agent, it is a very limited role as compared to a normal market rate listing due to the responsibility of the Administrator to handle documentation and manage the escrow involving the newly qualified buyer, the City releasing the existing restriction agreement and the owner/seller receiving the proper amount of excess sale proceeds while getting the home back to sellable condition.
5. **Subordination and Refinance Processing Fee** – Over the past 4 years jurisdictions have enacted policies that pass a portion of the costs associated with processing and routing refinance transactions to property owners. This fee is typically \$1,250 with a portion of that fee (25%) paid to the jurisdiction. HouseKeys uses this fee to offset the cost of updating the asset management file with the new lien positions, calculating resale restricted price for the owner to determine how much excess sales is available and managing the documentations and escrow process.
6. **Application Fees** – The HouseKeys team processes thousands of applications each year for housing opportunities and various program subsidies. We provide educational orientation classes for an even larger number of prospective program participants. We are currently in the process of developing an income-tiered fee structure for households who need special attention beyond the normal lottery and property match-up required to complete an existing homeownership or rental transaction. We will be offering this as a direct-to-consumer service for households who need 1-on-1 help to determine household eligibility, review financing options, understand credit challenges and plan out their housing solutions. The fee structure will range in pricing from \$500 to \$1,250 depending upon household income tier and will cover the costs of labor, reports and applicable services (e.g. pulling a credit report or providing a market analysis).



6. Identify Key Staff

Your BMR Team

 <p>Julius Nyanda BMR Program Manager Mail: 409 Tennant Station #395 Morgan Hill, CA 95037 356 Digital Drive Morgan Hill, CA 95037 O: 408.684.8712 C: 415.846.8004 F: 408.684.8762 julius@housekeys.org www.housekeys.org</p>	<p>Julius is the manager of the BMR Program. He is the first point of contact for program questions as the HouseKeys team completes the on-boarding and transition from the previous administrator. He is also primary contact for the City of Morgan Hill and for the setup of all new home development projects. All escalations will go to him as well.</p>
 <p>Quency Phillips Program Operations, Communications & Client Services Mail: 409 Tennant Station #395 Morgan Hill, CA 95037 356 Digital Drive Morgan Hill, CA 95037 O: 408.684.8411 C: 408.230.7607 F: 408.684.8762 quency@nyandaconsulting.com www.housekeys.org</p>	<p>Quency is responsible for Operational Support and Client Services for HouseKeys. He handles program reporting, ongoing program analysis and compliance, client/partner communications (including legal review), and assists with program strategy.</p>
 <p>Christina Dimas BMR Asset Manager Mail: 409 Tennant Station #395 Morgan Hill, CA 95037 356 Digital Drive Morgan Hill, CA 95037 O: 408.684.8788 C: 408.710.1935 F: 408.684.8181 christina@housekeys.org www.housekeys.org</p>	<p>Christina is the BMR Program Asset Manager. She is the primary point of contact for all matters relating to current escrows and existing property owners (including resales and refinances). The Asset Management file is the file we use to manage all refinance and resale transactions.</p>



 <p>Mandy Israde BMR Program Processor Mail: 409 Tennant Station #395 Morgan Hill, CA 95037 356 Digital Drive Morgan Hill, CA 95037 O: 408.684.8830 F: 408.684.8181 mandy@housekeys.org www.housekeys.org</p>	<p>Many is the BMR Program Processor who processes the files of program entrants who apply to become BMR homeowners. We try and limit phone and email inquiries to Mandy as her role is very focused on certifying household size and incomes as well as pre-underwriting files for eligibility and down payment assistance.</p>
 <p>Kathie Wells BMR Program Underwriter Mail: 409 Tennant Station #395 Morgan Hill, CA 95037 356 Digital Drive Morgan Hill, CA 95037 O: 408.684.8831 F: 408.684.8181 kathie@housekeys.org www.housekeys.org</p>	<p>Kathie is the BMR Program Underwriter who approves program applicants for homeownership eligibility. She also issues the final approvals for all down payment assistance, closing cost assistance and subordination requests.</p>
 <p>John Ash Real Estate Project Manager Mail: 409 Tennant Station #395 Morgan Hill, CA 95037 356 Digital Drive Morgan Hill, CA 95037 O: 408.592.7884 F: 408.684.8181 john@housekeys.org www.housekeys.org</p>	<p>John Ash is responsible for the properties included in the Below Market Rate portfolio. He interfaces with the developer's onsite construction manager and superintendent during construction (e.g. permits and COO issuance on BMR Units) and works with the program approved contractors during remodel and rehab projects.</p>



 <p>Matthew Kabak In-House Counsel and Program Attorney Mail: 409 Tennant Station #395 Morgan Hill, CA 95037 356 Digital Drive Morgan Hill, CA 95037 O: 408.684.9119 F: 408.684.8181 matthew@housekeys.org www.housekeys.org</p>	<p>Matthew serves as in-house counsel. He also works with the Program Manager to ensure legal alignment of all of the legal components of the Affordable Housing Program. This includes the Housing Element, Municipal Code, Policy Manual, Agreements and all Procedural Documentation. Matthew also works with the Program Manager to ensure compliance with federal and state housing laws.</p>
 <p>Everette Bobby Gasper Technology Manager and Database Architect Mail: 409 Tennant Station #395 Morgan Hill, CA 95037 356 Digital Drive Morgan Hill, CA 95037 bobby@housekeys.org www.housekeys.org</p>	<p>Bobby is the lead technology manager for HouseKeys and handles the software solutions that facilitate our affordable housing program activities.</p>



7. References

1. Rebecca Garcia, Housing Manager
City of Morgan Hill
Rebecca.Garcia@morganhill.ca.gov / 408.310.4637
2. Sharon Teeter
City of Campbell (Formerly)
SharonTeeter@att.net
3. Kathy Robinson, Director of Housing Development
Charities Housing
krobinson@charitieshousing.org / 408.550.8311



BELOW MARKET RATE (BMR) PROGRAM

FREQUENTLY ASKED QUESTIONS:

1. If I own a mobile home, can I still apply for a BMR? Yes. The BMR Program does not consider mobile homes as real estate because you do not own the land. However, the purchase of a BMR cannot be contingent on selling your mobile home.
2. Can I purchase a BMR if I'm a household holding a Section 8 voucher? Unfortunately, if you hold a Section 8 voucher, your income will be too low to qualify for a mortgage unless you have a substantial down payment and have sufficient income to verify a the City's required availability of 30% of your gross income for the monthly housing cost.
3. Will the resale agreement ever be released early? No. The City has never released the restrictions prior to the expiration date. The demand for our BMRs is so great that we cannot afford to lose any prior to the expiration.
4. What is the purchase price of a BMR? Please refer to the current **Unit Pricing and Income Figures** information sheet attached. Resale home prices will differ, depending on the original price of the home and/or upgrades, improvements, special assessments, etc.
5. How much of a down payment do I need? You will need whatever amount is going to set your monthly housing cost at or below 35% of your income but the Program requires a minimum of 3% (does not include escrow fees, closing costs or broker points). You lender will determine the amount you will need in order to obtain the loan to purchase home.

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6. Do I have to take the first home offered to me? No. This is a long-term commitment and you need to be sure you are going to be happy with the home you purchase.
 7. Can I choose which area/development I want live in? Yes. However, the City cannot guarantee you will be offered a home in your preferred area/development. You would need to decline all offers until you're offered a unit in your preferred area/development. Be aware that the area/development may be sold out by the time your name comes up again. The units are offered on a first-come, first-served basis to the first applicant who submits all of the required documents.
 8. Do I have to use a lender from your Lender List? No. However, these lenders are familiar with our program and will process and record all documents in accordance with the City's requirements and, most importantly, in a timely manner.
 9. I'm getting divorced and want to keep the house. If my spouse agrees, will the City allow one of us to buy the other out? Yes. You will need to provide this office with a copy of the recorded divorce decree stating the house is yours and a copy of the recorded Quit Claim Deed which shows your spouse has signed the home over to you. You also need to include any name change, if applicable, so that our file is under the correct legal name.
 10. Do I have to live in the unit after I purchase it or can I rent it out to a friend? As mentioned in the BMR Orientation and various other documents made available to you, including the Resale Agreement recorded on title, the BMR homes must be owner-occupied as your principal place of residence for the duration of the resale agreement. If you do not live in the BMR home, it is a default of the Resale Agreement recorded on title and will trigger the City's option to purchase. Also, the City will record a Notice of Default.

11. Can I rent out a room once I own the unit? Yes. However, you as the owner must continue to live in the home for the full term of your resale agreement. Vacating the BMR home for any reason is a violation of the resale agreement recorded on title and will trigger the City's option to purchase.
12. Should my property taxes be based on market rate value or BMR value? Property taxes are based on the purchase price. However, they will be adjusted at the time of resale, refinance, or obtaining any other type of loan. At this time, the taxes should be based on the BMR value not the market rate value.
13. What defines a first-time homebuyer? For the purpose of the City of Morgan Hill *BMR Program*, a first time homebuyer is someone who has not owned a home as a primary residence within the last three years and is a current renter.
14. Can I use a co-signer/co-borrower? Yes. However, the co-signer/co-borrower would be required to execute a Statement of Fact agreeing to execute a document stating they only hold 1% of title. The holding of title would not grant them the right to occupy or purchase the property upon default by buyer(s) unless co-signer(s)/co-borrower(s) met all eligibility requirements of the BMR Program. The co-signer(s)/co-borrower(s) would be required to cure default and continue to pay the monthly mortgage to prevent foreclosure until the unit is sold to an eligible buyer. The co-signer/co-borrower agrees to honor and abide by the Property Value Restrictions, Resale Agreement and Option to Purchase Agreement executed between the City and the original buyer/s. FYI: All household members on title 18 and older need to meet all the requirements of the BMR Program; this means the co-borrower/s' income would be factored into the income eligibility requirement.
15. Can I own a home outside of Santa Clara County? Yes. However, it cannot be owner-occupied as your principal place of residence. It must be a rental unit (investment property) and only one residential

investment property outside of Santa Clara County is allowed.

16. Can I list my BMR as a contingent sale? The City strongly recommends not listing your BMR as a contingent sale. We recommend that you leave the sales/purchase agreement "open-ended" which means don't insert a close-of-escrow date or agree to a longer escrow with the right of either party to extend the close-of-escrow date. This would avoid the possibility of a breach of contract (contact an attorney for further clarification). Be aware that the City is not responsible should you have issues selling your BMR home on a contingent basis.
17. Can the current appraised value be considered in determining the current BMR value? No, the appraised value cannot be used in determining the current BMR value. The appraised value may be used for loan processing and to preclude PMI only with the stipulation that BMR homeowners cannot encumber more than 95% of the current **BMR** value. The 95% maximum must be of the **BMR** value.
18. If I have child support back pay, will it effect the purchasing of the BMR home? All income received needs to be disclosed and is factored in income eligibility. If you have an order for back child or spousal support but have not actually received the funds, the funds listed on the order will not be factored into income eligibility.
19. If I purchase a resale, can I assume the agreement? City policy requires all buyer(s) of a BMR home to execute a new 45-year agreement unless the current agreement recorded on title permits for an assumption.
20. Does my BMR sell for the same price as that listed on the current Pricing and Income sheet? No. The resale price will be determined by the formula listed in your Resale Agreement. More than likely the resale price formula is based on the Consumer Price Index (CPI). The current Pricing and Income sheet is for newly constructed units

only.

21. Can my family/children inherit my BMR? Only if they are adults, meet all of the current eligibility and program requirements; i.e., income, first-time homebuyer, mortgage-eligible, etc. Any proceeds from the sale of your BMR would go to your estate. Also, non-occupancy of any BMR home by owner (for whatever reason), triggers the City's option to purchase or assigns our option to the next eligible applicant on this list.
22. Can I sell my current BMR and purchase another one? No, because you no longer meet the first-time homebuyer requirement. If you wish to purchase a larger BMR (3 bedroom vs. 2 bedroom), you would have to sell your BMR, be a renter for three years, and meet all eligibility criteria before you'd be offered another opportunity to purchase a BMR home.
23. If the Sweat-Equity loan portion is fulfilled, do the borrowers owe the equity share part only? Or is the obligation all complete when the loan was forgiven? Once our Finance Department has verified that the loan has been forgiven, this office will reconvey title by executing the Request for Full Reconveyance and forward the original to you so you can record the reconveyance. The resale agreement will remain on the title of your property until it has expired.
24. What happens with the BMR if we file for bankruptcy? Filing for bankruptcy is a default of the BMR program because your mortgage will cease thereby violating the Resale Agreement which states that all obligations pertaining to the BMR unit must be maintained in good standing; this means your mortgage, property taxes, HOA fees, etc. However, in order to protect the BMR home, we do not file a Notice of Violation so long as you notify the City that you are filing bankruptcy and provide copies of all documentation relating to said bankruptcy including but not limited to the final recorded ruling.
25. If I decide to sell my BMR home and the City can't find a buyer, can I

find my own buyer or rent it out? You will need to read your Resale Agreement to be sure you follow the resale requirements. That being said, you will be allowed to find your own buyer if no one on the City's Eligibility List is interested; however, you must note that your unit is a BMR and applicants must meet the City's requirements and have City approval. You cannot rent out your BMR home.

26. What if I get behind on my HOA fees? This is a default of the BMR program/resale agreement because your HOA fees are in arrears which could result in a Notice of Default and/or a lien being placed on your City-restricted property; thereby violating the Resale Agreement which states that all obligations pertaining to the BMR unit must be maintained in good standing; this means your mortgage, property taxes, HOA fees, etc.
27. Can I just call the City when I want to refinance my home? Yes, however you will be required to complete the BMR Refinance Request Application available from our office. It must be signed and given to the City in order to begin the refinance process. It is imperative that you read your Resale Agreement for important information regarding loans against your City-restricted home.
28. What will happen if I get behind on my mortgage payments? If your lender files a Notice of Default on the property, we will receive a Copy of the Notice of Default. At that time we will contact you to determine what is being done and make referrals to agencies that may be able to assist you. **Important: you need to contact the City immediately upon determining your inability to make mortgage payments. The City can refer you to agencies that may be able to help you keep your home. However, time is of the essence.**
29. What if I want to sell my BMR home? You will first need to notify our office by submitting a written *Notice of Intent to Sell* to let us know that you are ready to begin the sales process. Once that is received you will receive a packet explaining the process. It is imperative that you read your Resale Agreement for important information regarding steps to sell

a BMR.

30. Can the lender use an out of state title company to handle the escrow? Sometimes they want to use their own title company. Due to past difficulty getting our documents recorded and returned to us without any problems, the lender must use a title company in Santa Clara County; preferable one in Campbell.
31. Why do most lenders ask for a Subordination Agreement? A Subordination Agreement is a legal document used to make the claim of one party junior to another; therefore, this will ensure that the lender's deed of trust will be in first position (in front of the City's deed of trust).
32. Homeowners don't like it when they are told they cannot take out an equity line of credit since it isn't stated in their Resale Agreement. Not everything is stated in the Resale Agreement; however this and other important Program Requirements are mentioned at the BMR Orientation which all BMR buyers are required to attend. The BMR Policies and Procedures Manual can be changed or updated any time at the discretion of City management staff or the City Council depending on need.
33. Do I have the right to refinance my home at any time? You may refinance your home at any time; however, you must complete and submit the BMR Refinance Request Application and have written City approval before processing the loan application with your lender. Any title changes to your City-restricted home without prior written City approval is a default of your Resale Agreement. It is imperative that you read your Resale Agreement for important information regarding loans against your City-restricted home.
34. Is an appraisal required to refinance? Only if the lender requires one as the City would obtain a copy from your lender. However, if no appraisal is required by the lender, the lender must provide verification of their determination of the appraised value.

35. Why do we need a Deed of Trust if the Resale Restrictions are already on title? The Deed of Trust *ensures* that the homeowner and bank comply with our Resale Restrictions.
36. What is a loan modification? A loan modification is processed by a lender when a homeowner is in default of the mortgage and is facing foreclosure (the sale of the home by the bank). The lender may be able to change the terms of their loan to make it affordable on either a temporary or permanent basis (if the lender is unwilling to provide a loan modification, contact NACA for assistance; www.naca.com).

General information, requests for services on predatory or unaffordable mortgages:

Call, Toll-free 1-888-302-NACA

Or, write

NACA Home Save

3607 Washington Street

Jamaica Plain MA 02130

Email address: homesave@naca.com

37. When would a reconveyance be done? Reconveyance is the transfer of legal title of property from one party to another. A reconveyance is done when an obligation, monetary or otherwise, has been fulfilled; a reconveyance restores title to the property owner (removes bank/lender/agency).
38. Is a married individual allowed to leave their spouse off of the BMR application as a buyer, include their spouse as a household member, therefore including their income? This would mean that the spouse would not be on our Agreement or on title. The City requires married individuals to include both names on the BMR documents.
39. May an applicant that is approved for a low income home buy a median income home? Yes, anyone can buy up for a higher income unit; however their housing costs still cannot exceed 35% of their gross monthly income. This may also require an increase of the down payment.

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40. Is a court order of child support sufficient to prove the existence of income? No, we would need copies of cancelled checks, a receipt or a bank statement showing direct deposit, the same as any other income.
41. What does the City look for on a title report? The homeowner's name and address are correct. Confirm that there are no other liens and the taxes are current. Our resale agreement should be listed as well as the deed of trust securing said agreement.
42. (from staff) How long does the City need to keep refinance paperwork in the file? We keep the previous documents under the "refinance" tab; the approval letter is filed under "correspondence" and all recorded documents under "other recorded documents". When/if the owner begins another refinance, the "previous" documents under the refinance tab can be shredded to make room for the "current" refinance documents.
43. What is a Quitclaim Deed? A quitclaim deed is a legal instrument which is used to transfer interest in real property. The entity transferring its interest is called the *grantor*, and when the quitclaim deed is properly completed and executed it transfers any interest the *grantor* has in the property to a recipient, called the *grantee*. The owner (grantor) terminates ("quits") any right and claim to the property thereby allowing the right or claim to transfer to the recipient (grantee).
44. Can the "for sale by owner" units be shown by City staff? No. We can give the prospective buyer the information sheet so that they can contact the homeowner to arrange a time to see the home. It is the City's responsibility to send a formal or informal offer to the prospective buyer so sellers must contact the City prior to listing a home for sale.
45. Can home improvement values be added to the resale value at the time of refinance or value request? Only in cases of emergency, such as medical debt which will need to be approved by management. Otherwise, home improvements approved by the City will only be added

to the value of a BMR at time of sale.

46. What if a homeowner requests a resale value and the price has decreased? The City does not allow the resale price of the home to be less than the original sales price.
47. If a homeowner is in the armed forces and has to move because they have been deployed for an unknown length of time, do they have to sell their home? They may sell their home or rent it out upon prior written City approval. If they choose to rent out the unit, it would have to be done through the City's BMR Rental Program and follow the Program Policies and Procedures. Military deployment is the only exception to the no-rental rule.
48. What is the "closing date"? The closing date is the final step in a real estate transaction. It is the date upon which the ownership of the property is transferred to the buyer and seller receives his funds; also known as the "escrow closing date."
49. What is a repayment plan? If you get behind on your mortgage payments, your lender may be willing to approve a plan for repaying missed payments over time. This could prove costly. You may want contact NACA for assistance.

General information, requests for services on predatory or unaffordable mortgages:

Call, Toll-free 1-888-302-NACA

Or, write

NACA Home Save

3607 Washington Street

Jamaica Plain MA 02130

Email address: homesave@naca.com

www.naca.com

Can I put the title to my BMR in a trust? Any title changes to your City-restricted home without prior written City approval is a default of your Resale Agreement. It is imperative that you read your Resale Agreement for important information regarding changing the title (or "vesting") of your City-restricted home.



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Affordability Matters

HouseKeys

Below Market Rate (BMR)

Buyer Process Orientation





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We will work tirelessly to scale affordable homeownership and lending programs to ensure meaningful and sustainable community and economic impact





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The BMR Dilemma

Why & Why Not

1st Time Home-Buyer

Long Term Stability

Rent Relief & Stability

Some Tax Benefits

Build Credit

Recent Home-Owner*

Investment Property

Sales Profit (45-Year Restriction)

Refinance Cash Outs

Family Ownership Transfers





Affordability Matters

Key Questions to Ask



1

Can I Afford It?

2

Will I Qualify?

3

Am I Eligible?





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Household Profile Overview

Determining Your Household Income

	Number of Persons in Household (State Issued Income Limits as of April 15, 2015) Santa Clara County, California							
HHD Size/ Income Level	1	2	3	4	5	6	7	8
120% AMI	89,280	102,060	114,780	127,560	137,760	147,960	158,160	168,360
110% AMI	81,840	93,555	105,215	116,930	126,280	135,630	144,980	154,330
100% AMI	74,400	85,050	95,650	106,300	114,800	123,300	131,800	140,300
90% AMI	66,960	76,545	86,085	95,670	103,320	110,970	118,620	126,270
80% AMI	59,400	67,900	76,400	84,900	91,650	98,450	105,250	112,050
76% AMI	56,544	64,638	72,694	80,788	87,248	93,708	100,168	106,628
75% AMI	55,800	63,788	71,738	79,725	86,100	92,475	98,850	105,225
73% AMI	54,312	62,087	69,825	77,599	83,804	90,009	96,214	102,419
70% AMI	52,080	59,535	66,955	74,410	80,360	86,310	92,260	98,210
65% AMI	48,360	55,283	62,173	69,095	74,620	80,145	85,670	91,195



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Basic Buyer Process: Part 1

Lottery Submission

Your Key Responsibilities

1. Review Program Buyer Eligibility Guide
2. Register For AND Attend Orientation
3. Complete The Program Buyer Form
4. Review Buyer Information Page (housekeys.org/mhbuyerinfo)
5. Begin Packaging Submission File

HouseKeys' Assigned Number



PREPARE FOR THE
NEXT LOTTERY

LOTTERY SUBMISSION FORM

Do you meet the requirements?



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Your Housing File

1. Complete the BMR Application
2. Gather the BMR Application Checklist Docs
3. Get Your Loan Pre-Approval
4. Get Pre-Approved with all of the Down Payment and Closing Cost Assistance Providers
5. Attend a HUD Approved Education Class

Basic Buyer Process: Part 2

The Pending Lottery (While You Wait)

Credit Score: Minimum 620 Median Score
(Experian, Equifax, Trans Union)
[lowest of the borrowers on record]

Debt to Income Ratio: Front End Up to 40% of **Gross Income***
Debt to Income Ratio: Back End Up to 45% of **Gross Income***

Down Payment (3% Minimum Down Payment)*
[Confirm Gift Donor and Amount!]

Down Payment and/or Closing Cost Assistance

Package BMR Application File

HUD Approved 8 Hour Education Class
(Due before close of escrow)



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Basic Buyer Process: Part 3

After You Get Your Financing Finalized

APPLICATION ID NUMBER
YOU DON'T HAVE A PRIORITY NUMBER

Application ID	Priority Number
2015010082	N/A
2015010324	N/A

Handle Your "While You Wait"
To-Do Items

APPLICATION ID NUMBER
YOU HAVE A PRIORITY NUMBER



5 Business Days!



Application ID	Priority Number
2015010124	1
2015010262	2
2015010003	3
2015010054	4



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Basic Buyer Process: Part 3

You Can Be in ONLY ONE Lottery At a Time

76% AMI General Admission (1 Property)

Mortgage

Certification

PROPERTY

Application ID	Priority Number
2015010124	1
2015010262	2
2015010003	3
2015010054	4

1. Complete Opt-Out Form

80% AMI General Admission (2 Properties)

Mortgage

Certification

PROPERTY

Application ID	Priority Number
2015010136	1
2015010054	2
2015010100	3
2015010001	4

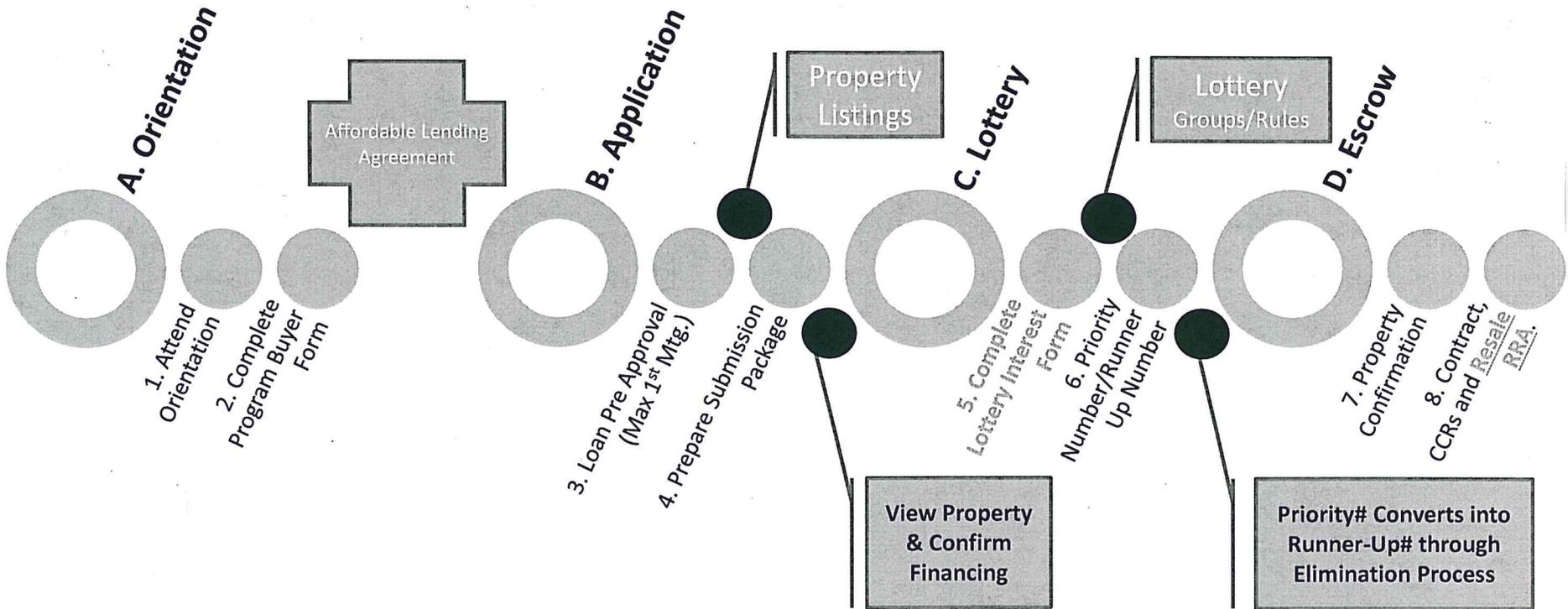
2. Complete Lottery Submission Form

You need to complete an Opt-Out form to remove your ID number from lottery consideration before submitting for a new lottery.



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Basic Buyer Process Overview Blueprint

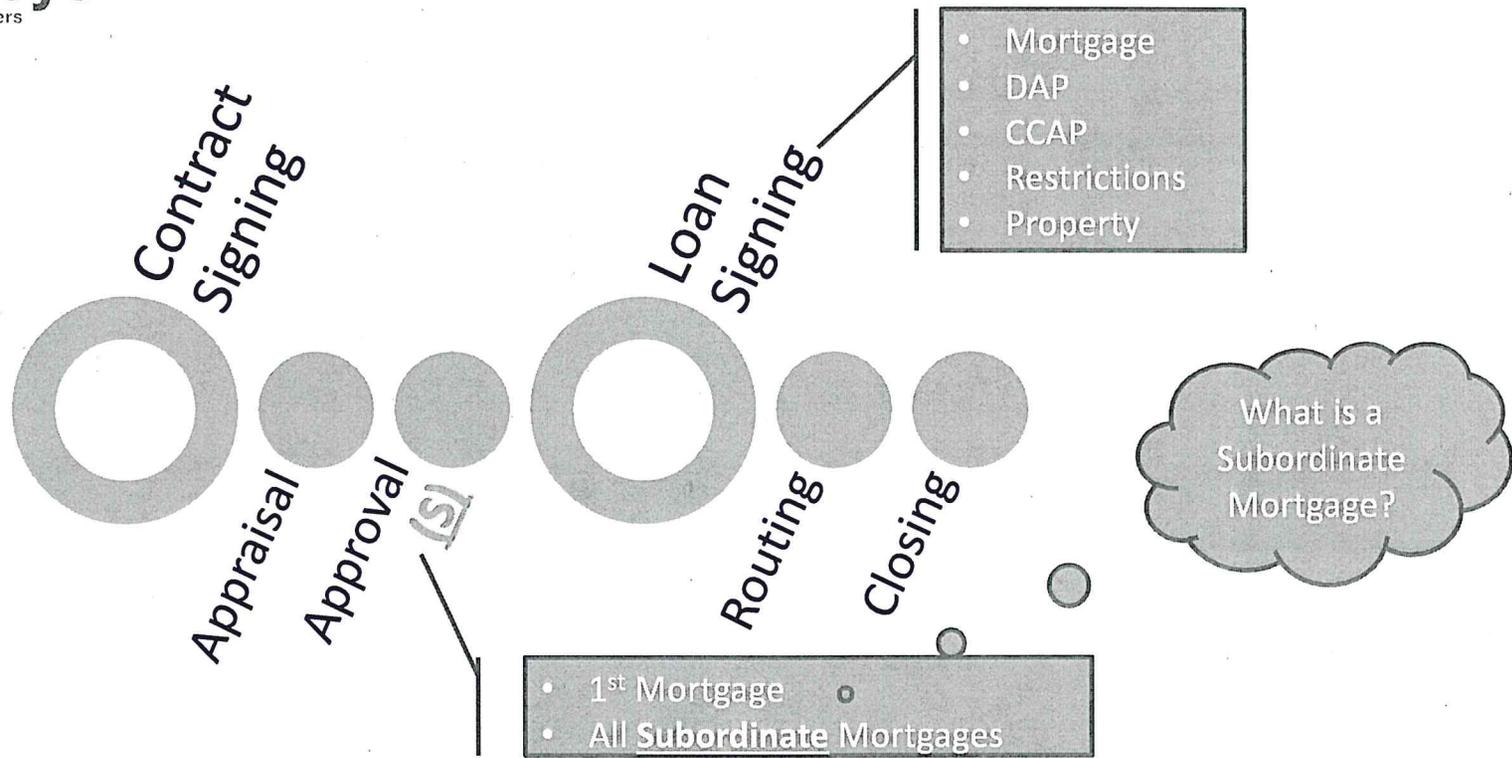




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Basic Buyer Process

Plan For a 45-60 Day Escrow





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Important Information

HOUSEKEYS WEBSITE

WWW.HOUSEKEYS.ORG

LIST OF HUD APPROVED COUNSELING AGENCIES

WWW.HUD.GOV

PHONE NUMBER

1-877-460-KEYS (5397)

EMAIL ADDRESSES

***ONLY FOR ACTIVE APPLICATIONS W/ PRIORITY
NUMBERS**

BMR@HOUSEKEYS.ORG

CONDITIONS@HOUSEKEYS.ORG *



Lottery 1.1 Application Form and Rules

Property(ies) linked and released for Lottery/Drawing 1.1

Property: Development: Lot: 9

Property AMI: 73%AMI BMR Price: \$257,690 Monthly HOA: \$258.00

Property Deadline: _____

BMR Scheduled Open House(s):

Location:

A **Property Deadline** is established to be able to meet the timelines and goals established by the BMR Program and to avoid delaying closings and/or delaying opportunities to other applicants that are ready. If the applicant next in line (according to priority or runner up number) is unable to demonstrate the ability to qualify fully and afford the property according to the BMR Program, HouseKeys will immediately move on to the next applicant regardless of which step/stage the applicant is in. HouseKeys is unable to reserve or hold properties.

An **Application File Deadline** is set for each applicant when their application is being reviewed by the BMR processor or BMR Underwriter. This deadline is issued and disclosed to the each applicant by email and the applicants must respond and submit all the documentation (conditions) requested as instructed by HouseKeys in a timely manner. This means, the items must be received by HouseKeys by the deadline, (not postmarked or sent by). Not all applicants will receive an Application File Deadline, only those that are reached for review or clarification, typically those with the best priority numbers.

Rules: Applicants must demonstrate the ability to afford and qualify for the BMR Program by their personal **Application File Deadline** (issued by HouseKeys Staff while the applicant’s file is being reviewed) and/or the **Property Deadline**, whichever comes first. Applicants must submit proof they have all the financing or funds needed to cover the full price of the home, including closing costs and provide all the documentation required to determine BMR eligibility and qualification. This includes and is not limited to having and submitting all the following items (by the deadlines as explained above):

- Must have a BMR Application ID number (issued by HouseKeys)
- All the items on the BMR Document Checklist and complete BMR Application Package
- All the lender items (including VOE forms for all household members 18 and older) from a HouseKeys Approved Loan Officer
- Pre-approval letter for the first mortgage loan from an approved HouseKeys Loan Officer
- Pre-approval letter for all down payment assistance programs or grants (must be compatible with the BMR Program)
- Buyers Down Payment (3% or more)
- Proof of having sufficient funds to close
- Two months reserves, if applicable (some down payment assistance programs require reserves, please check with them)
- Proof BMR applicant attended a Home Buyer Orientation with HouseKeys in City
- Proof BMR applicant attended the scheduled BMR Open House associated with the property for this lottery/drawing entry
- Any and all documents requested by HouseKeys to clarify eligibility and qualification

Application ID Number: _____

Applicant Name: _____ Date: _____



Co-Applicant Name: _____ Date: _____

Household Size (total number of people, including yourself that are currently part of your household and will live in the BMR home if selected and found eligible): _____

Estimated Projected Total Household Income (include all income earned by all household members 18 years and older):
\$ _____

Please self-certify your AMI category (bracket)

73% or lower

higher than 73.01% - **You are not eligible for this drawing, please try for future opportunities in your AMI category.**

I'm approved for a First Mortgage for the amount of: \$ _____

I have \$ _____ available for down payment and closing costs.

The funds are in these accounts: (check off as many as applicable)

Gift (must be able to provide gift letter and the donor's bank statements with sufficient funds to cover the gift with the BMR application Package)

Savings/checking accounts

I/we will withdraw from my retirement accounts

The minimum monthly debt I have is \$ _____ (debt that shows on credit report)

Date applicant attended the Home Buyer Orientation: _____

Date co-applicant attended the Home Buyer Orientation: _____

Date applicant attended the scheduled BMR Open House: _____

Date co-applicant attended the scheduled BMR Open House: _____

By initialing and signing below you understand, certify and agree with all that is mentioned below:

____ A. HouseKeys can't hold or reserve properties for applicants that are in the middle of the application process, suspended, denied or in the appeal process. HouseKeys will immediately move on to the next applicant.

____ B. I/we understand that it's our (the applicant's) responsibility to apply (opt in) each time a lottery/drawing is available, by the deadline, by filling out the appropriate form(s) on the HouseKeys website. In order to find out when the next lottery/drawing is available and fill out the appropriate forms, we (the applicants) must check the website www.housekeys.org frequently and follow the instructions and terms posted for each one. We also understand the rules and term for each lottery/drawing may vary and may not be eligible for to participate in all of them.



___ C. I/we understand that if we are interested in applying for a particular drawing linked to a specific property, we must attend the scheduled BMR Open House for that property being released before we apply to participate in that specific lottery/drawing. The scheduled BMR Open Houses will be posted on the Website as they become available. If we do not attend, we will not be eligible to participate in the lottery/drawing and our lottery/drawing entry and/or priority number will be null and void.

___ D. I/we understand that I/we can't participate in more than one lottery/drawing at a time. I/We understand that we need to wait until all the properties that were released/linked to the lottery that I/we participated in are sold before I/we can participate in different lottery/drawing. I/we can't have more than one active "Priority Number" at a time. I/we also understand that we can only participate in drawings that pertain to our AMI (area median income) bracket/limit.

___ E. Priority numbers issued during a Lottery/Drawing, are only good for properties released for that specific round. A new priority number will be issued every time an applicant participates in a new lottery/drawing (if their name is selected during the lottery/drawing). Priority numbers and Application ID numbers are not transferable.

___ F. It's the applicant's responsibility to check www.HouseKeys.org frequently for instructions, opportunities, deadlines, lottery/drawing opt in, disclosures and rules.

___ G. I/we understand that if we are eligible and selected for a property, I/we will be required to give a good faith deposit during the purchase contract appointment. The amount may vary.

___ H. Households using gifts for down payment and/or for closing cost must submit the signed gift letter(s) and the donor's bank statements showing availability of full funds with the application. If you are unable to provide proof that the funds are available, you will be considered ineligible. If needed, request the Gift Letter Form from your Loan Officer.

___ I. It's the applicant's responsibility to add bmr@housekeys.org mandy@housekeys.org christina@housekeys.org and kathie@housekeys.org to your email address book and check your email frequently as this is the main form of communication between all parties. In addition, please check your junk email folder for correspondence. During the process, you will have short deadlines that you must comply with and you don't want to miss any emails from us. HouseKeys is not responsible for emails that were undeliverable, rejected or not opened.

___ J. Documents submitted to HouseKeys become the property of HouseKeys and may not be returned. HouseKeys reserves the right to request additional information/documentation in order to substantiate income, liabilities, and other information provided in order to make an eligibility determination. If additional documents are requested by HouseKeys, the applicant will have 3 business days (or less in some cases) to submit as instructed. The applicant must abide by the timelines and deadlines set by HouseKeys. The applicant must also call Housekeys to alert us that something was mailed/submitted to us.

___ K. I/we certify that I/we are willing to cooperate with the program and submit additional or updated documentation to HouseKeys on a timely manner as needed. We/I also understand documentation will be requested multiple times throughout the process. Updated documentation will be required many times depending on the number of times I/we (the applicant) participate in lotteries/drawings. I/we are agree to submit documents or clarification items as many times as needed and are willing to cooperate with the City and HouseKeys staff.

I/we understand that inaccurate information/or certifications made by me/us or any member of our household will disqualify me and my household and I/we will be in violation of the BMR Program and Deed Restrictions if selected to purchase a BMR home.

I/We certify and acknowledge that we have read, agree with all the terms/rules and understand all the information.

Applicant Signature

Date

Co-applicant Signature

Date



Case Study #1 (St. Pete Development)

Case Study Write-Up: The St. Pete development consists of seven (7) Very Low-Income Apartments, four (4) Low-Income Townhomes, and three (3) moderate-Income Townhomes.

- Please describe the process from start to finish, including marketing and outreach.
- Describe the services that you will provide and the cost associated with each service.
- Describe the coordination and communication between you, the City, applicant, developer, lender, title company, etc.
- Describe the steps for processing the BMR contract with the applicant.
- Describe which team member performed each task and the associated costs for that team member's time.
- Break out any fees that were collected from the developer, the buyer/seller, and the City.
- Describe how long the process should take.

Background

The HouseKeys Team recently dealt with a mixed-unit development that had 102 rental condo units and 29 for-sale townhomes. Out of the rental units, 10 are below market rate rentals and on the Ownership Units 3 are below market rate ownership units. The property was developed by a for-profit developer. HouseKeys coordinated with the City to define the Below Market Rate Unit Commitment (both rental and ownership), worked with Outside Counsel to update the Master Agreement for both the Buildings that held the rental units with a 55-year map restriction and the individual townhomes that encumbered by the 45-year resale restriction agreement. There are two sets of processes involved: 1) involving the rental units where HouseKeys must coordinate with the City, Project Manager and Property Management Company and 2) involving the market rate ownership units where HouseKeys must coordinate with the financing companies (including first mortgage and down payment assistance providers), Project Manager, and Sales Team. The jurisdiction is kept up to date through the weekly meetings and the formal routing of City Manager and City Attorney signatures on the Affordable Housing Agreements and the Resale Restriction Agreements. The major timeframe items include: Onboarding the Project, Matching Up the Buyers and/or Tenants and then Closing Escrow or finalizing Lease Terms. As with all jurisdictional clients, HouseKeys negotiates contract terms on the premise that an Onsite FTE team will be supported by the HQ Team. We propose prices ranging from .25 to 3 FTEs, depending on Scope and Program Size. During the onboarding year (Year 1), we track time-to-task and provide reports as to how



long the process is taking based on the City's current systems and we also make suggestions for improvement. We use this information to propose the cost for subsequent years (E.g. Year 2 estimated cost may go down to .75 or up to 1.25). In our fee schedule, we propose fees that the City could allow the Administrator to collect. In the Fee Schedule, we proposed a 3% Transaction Processing Fee on New Construction (up to \$7,500). For processing a rental certification, we propose a \$2,500 fee.

IMPORTANT: The First Year Cost Proposal of \$167,200 IS NOT contingent upon our being able to charge these fees. We propose these fees and we will use our first-year program analysis to determine how much of a deficit or surplus existed based on staff involvement and hours served. We negotiate the 2nd year based on that analysis. The City of Campbell, Applicants, Developers will not be charged unless there is an agreement with the City of Campbell. This does not apply to real estate licensed activities. For those activities, we will charge the customary market rate of 5%. In cases, where there is a cooperating agent working with the seller, it is our suggestion that we, the Administrator, we allowed to charge 6% to the Excess Sale Proceeds and pay 2% to the cooperating agent (keeping 4% for HouseKeys).

Program Area: Pipeline / Household Eligibility and Project Onboarding

Administration Activity Flow: Single Family Affordable Homeownership (7 Ownership Units)

Primary Team Members

1. Asset Manager
2. Real Estate Attorney
3. Program Manager
4. Processor
5. Underwriter
6. Property Manager



Project Review & Onboarding	Structure & Agreements Developer PM and Sales Team	Orientations (Buyer Pool) Assign ID & Priority	Application Processing, Underwriting, & Approval	Lottery & Buyer Match-Up	Contract	Escrow Management, including CC&Rs, HOA Requirements	Portfolio File Set Up (Monitoring)
Asset Manager	- Asset Manager - Real Estate Attorney	- Program Manager	- Processor - Underwriter	Processor Asset Mgr.	Asset Manager	Asset Manager Property Manager	Asset Manager Processor

Timeline for Ownership Units

Weeks 1 through 6	Weeks 7 and 8	Weeks 9 and 10	Weeks 11 through 23
Onboarding and Orientations	Open Houses	Buyer Match Up	Close of Escrow
Orientations Hosted every two weeks to build buyer pool	Ideally two open houses for property viewing	At least 2 and up to 4 weeks to go through all buyer qualifications. Typical applicant-to-eligible buyer ratios range from 3 to 10 (example, it could take 3 applicants to yield 1 eligible buyer)	Including the First Mortgage, Down Payment Assistance Providers, Closing Cost Assistance Providers, All Signatures and Routing and fully closed out Asset Management File.



Administration Activity Flow: Multi Family Affordable Rental (7 Rental Units)

Primary Team Members

1. Asset Manager
2. Real Estate Attorney
3. Program Manager
4. Processor
5. Underwriter

Project Review & Onboarding	Structure & Agreements, Property Management Company	Orientations (Tenant Pool) Assign ID & Priority Numbers	Application Processing, Underwriting, & Approval	Tenant Match-Up (wait-list coordination)	Lease Review and Finalization	Portfolio File Set Up (Monitoring)
Asset Manager	- Asset Manager - Real Estate Attorney	- Program Manager	- Processor - Underwriter	Processor Asset Mgr.	Processor	Asset Manager Processor



Timeline for Rental Units

Weeks 1 through 3	Weeks 4 and 6	Weeks 7 through 12
Onboarding and Orientations	Tenant Match-Up	Lease Finalization and Asset Management File
Orientations Hosted as needed to build tenant pool	At least 2 and up to 4 weeks to go through all buyer qualifications. Typical applicant-to-eligible buyer ratios range from 3 to 10 (example, it could take 3 applicants to yield 1 eligible buyer)	Including setting up Policies and Procedures with the Property Manager, Tenant Protocols for Self-Cert and 2.5-year Re-certification.



Major Steps

1. Onboarding
 - a. Construction File
 - b. Developer Agreement Review
 - c. Affordable Housing Agreement Review and Developer Commitment
2. Connect with “Ground Team”
 - a. Ownership Units: Project Manager and Sales Team
 - b. Rental Units: Project Manager and Property Manager (3rd Party Company)
3. Determine Affordability, Qualification and Eligibility Guidelines
 - a. Ownership Units: Lender Guidelines, Down Payment Assistance and Closing Cost Assistance Providers
 - b. Rental Units: Property Manager Guidelines, Voucher Providers
4. Host Orientations to Formalize Applicant Pool
 - a. Ownership Units: Buyer Orientation
 - b. Rental Units: Tenant Orientation
5. Applicant-to-Unit Match Up
 - a. Ownership Units: Complete Lottery, Processing and Underwriting
 - b. Rental Units: Complete Match Up, Processing, Underwriting and Lease Agreement Set-Up
6. Set Up Asset Management and Monitoring File
 - a. Ownership: Annual Certifications
 - b. Rental: Self Certification Every 6 Months and Re-Certification Every 2.5 years (Recommended)

Case Study #2 (BMR Resale)

BMR Resale w/ 1 City of Campbell Loan

City staff calls you because one of Campbell's BMR homeowners wants to sell her home to her sister. The sister has three loans on the property, one from Citibank, one from the Housing Trust, and one from the City of Campbell.

- Please describe the process from start to finish.
- Describe the services that you will provide and the cost associated with each service.
- Describe which team member performed each task and the associated costs for that team member's time.
- Describe the coordination and communication between you, the City, homeowner, lenders, title company, etc.
- What paperwork needs to be processed?
- Break out any fees that were collected from the buyer, seller, and the City.
- Describe how long the process should take.

Background

The HouseKeys Team has handled close to 120 resale transactions involving Below Market Rate / Inclusionary Housing Units. We currently have 6 units in the pipeline now. HouseKeys is the owner of HouseKeys Services Corporation, a licensed Real Estate Brokerage. The fee charged for BMR Resales is 5% for a dual agency, whereby HouseKeys represents the buyer and the seller or 6% for transactions where HouseKeys is cooperating with an outside agent and will pay 2% to the current BMR Owner in order to advocate on behalf of the Seller. This allows HouseKeys to enforce the restrictions, ensure repairs are paid and that a qualified, eligible buyer purchases the home. Given that HouseKeys makes it a habit of hosting 1 to 2 orientations per month, we maintain an up-to-date pool of eligible buyers who know to look out for notifications about new construction and resales. The product types associated with resale units tend to be more attractive to larger households given the larger unit sizes in older developments and the higher likelihood that the unit is a single-family detached home. When reviewing your Case Study Write-Up, we were unsure whether sale between sisters was in line with City guidelines. As with new construction units, HouseKeys typically runs programs whereby properties can only be sold to approved-eligible households. These households are chosen from the existing buyer pool and so an interfamily sale would not be possible, unless the



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Morgan Hill, CA 95037
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“sister” mentioned in the example happened to enter a lottery and was awarded the unit through the proper channels. Assuming that that was not a concern, we would move on to determine what financing was assumable to the next buyer and structure the purchase accordingly. First Mortgages from private banks are typically not assumable unless they are a government loan (VA or FHA) and the Housing Trust Silicon Valley does not allow assumptions based on our past experience and a recent review of their guidelines. It would be up to the City as to whether or not to allow assumption.

Program Area: Portfolio/Asset Management

Administration Activity Flow: Single Family Affordable Homeownership (7 Ownership Units)

Primary Team Members

1. Asset Manager
2. Real Estate Attorney
3. Program Manager
4. Processor
5. Underwriter
6. Property Manager
7. Real Estate Broker



Owner File Review and Asset Management File	Determine Property Conditions, Payoffs, Net Sheet	Determine Financing Structure (Assumable Financing)	Property Cleared for Re-Sale (including any rehab work)	Buyer Match Up, Eligibility Certification	Contract	Escrow Management	Close of Escrow, Asset Management File Update, Monitoring File Setup
- Asset Manager - Real Estate Attorney	- Asset Manager - Property Manager	- Program Manager	- Property Manager - Asset Manager - Real Estate Broker	- Processor - Underwriter - Asset Mgr.	- Broker - Asset Manager	Asset Manager	Asset Manager Processor

Timeline for Ownership Units

Weeks 1 through 2	Weeks 3 and 6	Weeks 7 and 8	Weeks 9 through 21
Ownership File Review	Clear Property for Resale	Buyer Match Up	Close of Escrow
Orientations Hosted every two weeks to build buyer pool	Ideally two open houses for property viewing. Typical rehab timeline is 2 to 4 weeks depending on contractor availability	At least 2 and up to 4 weeks to go through all buyer qualifications. Typical applicant-to-eligible buyer ratios range from 3 to 10 (example, it could take 3 applicants to yield 1 eligible buyer)	Including the First Mortgage, Down Payment Assistance Providers, Closing Cost Assistance Providers, All Signatures and Routing and fully closed out Asset Management File.



Major Steps

1. Ownership File
 - a. Pull Property Profile, Resale Restrictions, and original Purchase File (Closing Statement)
 - b. Order Inspections and Appraisal
 - c. Order Statement of Identity for both Buyer and Seller
 - d. Determine Sale Price and Estimated “Net Sheet” for Owner Entitled Sale Proceeds
2. Prep Property for Sale
 - a. Determine Rehab Scope of Work
 - b. Obtain Bids and Complete Work
3. Determine Affordability, Qualification and Eligibility Guidelines
 - a. Ownership Units: Lender Guidelines, Down Payment Assistance and Closing Cost Assistance Providers
4. Host Orientations to Formalize Applicant Pool
 - a. Ownership Units: Buyer Orientation
5. Applicant-to-Unit Match Up
 - a. Ownership Units: Complete Lottery, Processing and Underwriting
6. Set Up Asset Management and Monitoring File
 - a. Ownership: Annual Certifications



Case Study #3 (Tenant Certification)

It's that time of year again. Please describe the process for recertifying tenants in the Avalon Apartment Complex. There are 60 low-income BMR tenants in the complex. You also find out that one of the tenants has changed jobs and now exceeds the income threshold allowed in the City's BMR guidelines.

- Please describe the process from start to finish.
- Describe the services that you will provide and the cost associated with each service.
- Describe the coordination and communication between you, the City, tenant, property manager, etc.
- Describe which team member performed each task and the associated costs for that team member's time.
- Break out any fees that were collected from the tenant and the City.
- Describe how long the process should take.

Background

HouseKeys has had varied experiences dealing with landlords and tenants. On the for-profit side, it has been relatively easy to coordinate with the nonprofit developers to get rent roles and to coordinate the collection on tenant files. On the for-profit side, we've run into issues involving possible Fair Housing Violations. In order to keep the task focused, we separate tenant eligibility from landlord compliance. In the case of a tenant losing eligibility status, there are options (which depend on the guidelines and subsidies): we can work with the landlord to determine if there is another unit to swap for affordability and opt to charge market-rate rent to the tenant mentioned in the case above. The 2nd option is for the tenant to exit the program without hassle and we locate another eligible tenant. Lastly, if the tenant is not cooperative or is suffering a hardship, we will coordinate with local advocates at resource providers like Project Sentinel and Silicon Valley Law Foundation to work out a solution. As a last resort, we have in-house counsel on staff who can process the unlawful detainer and start to move toward eviction.



Program Area: Portfolio/Asset Management

Administration Activity Flow: Rental Certification and Tenant Turnover

Primary Team Members

1. Asset Manager
2. Real Estate Attorney
3. Processor
4. Underwriter

Project Review & Onboarding	Structure & Agreements, Property Management Company	Orientations (Tenant Pool) Assign ID & Priority Numbers	Application Processing, Underwriting, & Approval	Tenant Match-Up (wait-list coordination)	Lease Review and Finalization	Portfolio File Set Up (Monitoring)	Process Tenant Turnover
Asset Manager	- Asset Manager - Real Estate Attorney	- Program Manager	- Processor - Underwriter	Processor Asset Mgr.	Processor	Asset Manager Processor	Processor Underwriter RE Attorney



Major Steps

1. Onboarding the Rental Project File
 - a. Developer Agreement
 - b. Affordable Housing Agreement
 - c. Financing Structure – Financing and Subsidies (e.g. Low Income Housing Tax Credit)
2. Connect with the Ground Team
 - a. Rental Units: Project Manager and Property Manager (3rd Party Company)
3. Determine Affordability, Qualification and Eligibility Guidelines
 - a. Rental Units: Property Manager Guidelines, Voucher Providers
4. Host Orientations to Formalize Applicant Pool
 - a. Rental Units: Tenant Orientation
 - i. Orientation as Applicant
 - ii. Orientation as Tenant
5. Applicant-to-Unit Match Up
 - a. Rental Units: Complete Match Up, Processing, Underwriting and Lease Agreement Set-Up
6. Set Up Asset Management and Monitoring File
 - a. Rental: Self Certification Every 6 Months and Re-Certification Every 2.5 years (Recommended)



Case Study #4 (Loan Payoff + Loan Refi)

- Please describe the process from start to finish.
- Describe the services that you will provide and the cost associated with each service.
- Describe the coordination and communication between you, the City, homeowner, lender, title company, etc.
- Describe the steps for processing the request.
- Describe which team member performed each task and the associated costs for that team member's time.
- Break out any fees that were collected from the homeowner and the City. Describe how long the process should take.

Loan Payoff

You receive two phone calls. One is a homeowner request to pay off a first-time homebuyer loan from the City (it is not an affordable unit).

Loan Subordination

The other call is homeowner request to refinance a first-time homebuyer loan from their primary lender (it is not an affordable unit).

Background

Loan Administration is another area where the HouseKeys Team really shines. Our experience involves program funded at the Federal, State and Local level. Our team has served as both an intermediary of Federal and State funds and as a 3rd party Administrator over local funds. The team also offers a unique perspective through its experience working for a First Mortgage Lender, selling to Government Sponsored Entities (e.g. Fannie Mae) and handling everything from loan origination, underwriting, servicing and secondary market operations. The HouseKeys Team includes this experience in its service offering to both inform the structure of transactions at the point of service and also play a strategic role when determining the direction of First-Time Homebuyer programming. The Fee Schedule suggests that the City charge a \$1,250 fee for processing subordinations and payoffs. \$500 of this fee would go to the City to cover file retention and signature routing costs and \$750 to the administrator to cover loan administration. Again, we want to emphasize that the \$167,200 first year cost does not assume that we will charge this fee.



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Program Areas: Loan Administration

Key Staff

1. Asset Manager
2. Program Processor
3. Program Underwriter

Loan Payoff	Loan Subordination
<ol style="list-style-type: none">1. Process Payoff Request and Obtain Copy of Note2. Calculate Balance, Interest, Payoff Amount and Per Diem Interest Amount3. Generate Payoff Demand and Escrow Instructions4. Obtain Estimated Buyer's Closing Statement to confirm funds to close/pay off lien5. Create Reconveyance and Route for City Signatures6. Obtain Buyer's Final Closing Statement and Recording Package7. Track Close of Escrow8. Confirm Wire Receipt with Accounting9. Update Asset Management File	<ol style="list-style-type: none">1. Review Owner File and Resale Restriction Agreement2. Determine if Deed of Trust needs to be recorded3. Obtain Disclosures from Owner to complete file review and determine compliance<ol style="list-style-type: none">a. Borrower Authorizationb. Lender Credit reportc. Lender Loan Applicationd. Lender Underwriter Transmittal Summarye. Lender Automated Underwriter System Findings4. Complete File Review5. Approve or Deny Transaction6. Route Subordination Packet for Signatures (including City Signatures once all other parties have signed)7. Track Close of Escrow8. Update Asset Management File



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 409 Tennant Station #395
 Morgan Hill, CA 95037

Below Market Rate Asset Management Workbook

File Cover Sheet

1 Avenue, Campbell, CA 95008 | APN Number

Date	April 27, 2016
------	----------------

#	Attribute	Value
1	Assessor Parcel Number (APN)	
2	Census Tract	5065.02
3	Subdivision	Ainsley Square
4	Developer Name	Summerhill Homes
5	Street Address	
6	City, State, Zip Code	Campbell, CA
7	Date Unit Entered BMR Program	
8	Date Unit Exited BMR Program	
9	Status of Property (Inactive or Active)	Active
10	Last Name of Current Primary Owner	
11	First Name of Current Primary Owner	
12	Recording Date of Restrictive Covenant Agreement	4/11/2001
13	Seller Party Name	Summerhill Harrison Avenue LTD
14	Purchase Price	\$310,000

Property Information

#	Attribute	Value
15	Property Type	Single Family Detached
16	Bedroom Count	3
17	Bathroom Count	2.5
18	Square Footage	1,336
19	Lot Size	



20	Year Built	2001
21	Detached or Attached	Detached

Restrictive Covenant and Financial Information

#	Attribute	Value
22	Restriction Type	Deed Restricted
23	Restriction Document Used	Resale Restriction Agreement and Option to Purchase
24	Area Median Income	120% (Moderate); Household of 4
25	Restriction Term	25 Year Term
26	Remaining Term as of the Date of AMW Record	10
27	Maximum Restricted Resale Price Calculation Method	20% Down Payment Assumption; HHLD of 4;
28	Index Used to Determine Restricted Resale Price	2015 Income for HHLD of 4 = \$127,560
29	Index Value at the Time of Purchase	2001 Income for HHLD of 4 = \$104,400
30	Estimated Increase in Index	22.18%
31	Estimated Maximum Restricted Price as of: 4/27/16	\$378,758
32	Down Payment Amount	
33	Is a Deed of Trust Recorded (Yes or No)	
34	Total Lien Amounts	\$320,000
35	Number of Liens	1
36	First Trust Deed Lien Holder	s – Negative Amortization Rider on First Trust Deed
37	First Trust Deed Lien Amount	\$320,000
38	Valuation Report Type	Automated Valuation Model
39	Valuation Report Date	4/27/16
40	Valuation Report Reported Value	\$868,000



Case Study #1

BMR Owner Default/Violation

Example Avenue

Program Area: Portfolio/Asset Management

Administration Activity Flow

Purchase	Annual Certifications	Service Requests	Default Event or Violation	Notice of Default	Notice of Sale	Courthouse Steps	Courtroom (Litigation) or Settlement	Acquisition /Rehab/ Resale
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1 to 2 weeks	TBD	TBD
Connect with the owner (Attorney Letter) and let them know that they are in violation of their agreement. Work with the City to determine a "cure" process. We recommend only spending 2 weeks trying to connect with the Owner.	If no "cure" is possible outside of the court room, then we will file a lawsuit for injunctive relief.	The hope is that, even after the lawsuit is filed, the homeowner is willing to "settle" before the hearing date. At that point, it's a matter of the City working with the Administrator to determine settlement terms. If not, we will continue down the legal path.

Money Trail

1	2	3	4	5	6
Original Purchase of Home 4/26/01 for Moderate Income Unit; HHLI of 4 (\$104,400)	Current Mortgage Amount. This is a negative amortization loan. Violation of Restriction Agreement.	Current Resale Restricted Price based on Agreement	Current Estimated Fair Market Value	Excess Sales Proceeds	Settlement, legal and possession costs are unknown.
\$310,000	\$320,000	\$378,758	\$868,000	\$489,242	\$ TBD



We wanted to use a **current property in the Campbell BMR Portfolio** to illustrate how an ownership violation case could be “cured”. _____ is an example of a violation of the resale restriction agreement. The homeowner refinanced their mortgage in 2003 and took out a Negative Amortization Loan from _____ ; -- that was a clear violation of the Resale Restriction Agreement signed by the owner in April of 2001. There will be a whole process involved with:

1. Contacting the BMR Homeowner
2. Notifying them in writing with an Attorney’s Letter of their violation and referencing the agreement language
3. Working with the City and Homeowner on a “cure process”
4. Taking legal action if needed
 - a. File the Lawsuit
 - b. Appear in Court
 - c. Serve the Homeowner
 - d. Case Discovery and Research
 - e. Argue the Case in Court (Our Real Estate Attorney is registered with the local bar and courts as an Officer of the Court)

The attorney fees would be included in our base cost of \$167,200 or 1 FTE. The additional costs charged to the City would be to reimburse the Administrator (HouseKeys) for court fees, copies, etc. This shouldn’t exceed \$2,500.

The Excess Sale Proceeds (see item #5 in the “money trail” above) total an estimated \$489,242. There is still “room” in this price to maintain the “Moderate Income” affordability level originally intended when this property entered the program and the agreement was drafted. As an example, a brand-new Moderate Income, 3 Bedroom, Single Family Residence Home would go for \$423,600 in a similar Santa Clara County Program selling at a restricted price (e.g. Morgan Hill). The City could force the sale of the home from this Owner for their fully entitled price of \$378,758 and still have “room” to pay the real estate fees from the Excess Sale Proceeds.

To clarify: \$423,600 Current Moderate Income Restricted Price - \$378,758 Resale Restricted Price that the Wilson Household would be allowed to see for = \$44,842 that could be used to cover the costs of settlement, legal and real estate fees WITHOUT tapping the City’s general funds.

This is an example, with one of Campbell’s existing BMR Units, of how Excess Sale Proceeds can be used as a program asset to deal with administrative issues and even build new units at lower levels of affordability.



Case Study #2

BMR Tenant Violation

Program Area: Portfolio/Asset Management

Administration Activity Flow

Lease	Tenant Certification	Landlord Certification	Default Event or Violation	Notice to Landlord	Notice to Tenant	Courtroom (Litigation) or Settlement	Cure Actions
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2 to 4 weeks	TBD	TBD
Connect with Landlord and or Tenant. It's a bit more complicated with Tenants so we extend the time.	If no "cure" is possible file Unlawful Detainer	The hope is that, even after the lawsuit is filed, the tenant and or landlord is willing to "settle" before the hearing date. At that point, it's a matter of the City working with the Administrator to determine settlement terms. If not, we will continue down the legal path.

Eviction Process

	Legal Letterhead to Tenant and Landlord	Last Chance before Legal Action
Step 1	Notice Served to Tenant	3-Day Pay or Quit; 30-Day Notice to Terminate Tenancy
Step 2	Notice Expires	No Appropriate Action from Tenant
Step 3	Lawsuit Filed	Unlawful Detainer
Step 4	Lawsuit Served	Process Server serves adults
No Contest Step 5	Default Judgment Entered	Court Fees
No Contest Step 6	Sheriff Posts Notice	
No Contest Step 7	Sheriff Evicts	
If Contested; St 1	Default Judgement Cannot Be Entered	
If Contested; St 2	Trial Is Held	
If Contested; St 3	Sheriff Posts Notice & Evicts	

Again, the Attorney Time involved would be included in our base cost of \$167,200. We would expect reimbursement on court and filing fees.



City Council Report

Item: 21.
Category: New Business
Date: June 7, 2016

TITLE: PUBLIC ART POLICY (RESOLUTION/ROLL CALL VOTE)

RECOMMENDATION

The Civic Improvement Commission recommends that the City Council adopt the attached resolution which establishes a Council policy on public art.

BACKGROUND

Last year, the Civic Improvement Commission (CIC) was approached by two members of the community proposing to design and erect a new public art statue in Campbell. To be made of bronze and standing about 8' tall on a pedestal, the statue design as proposed features a farmer wearing denim overalls reaching for a piece of hanging fruit. The inspiration or purpose behind the concept is to pay homage to, and reminiscent of, Campbell's orchard fruit valley past. The proposed location is at the Campbell Park entrance. However, the City does not presently have a guiding policy for these types of requests to assist the City in evaluating and approving public art requests. A new policy has been in development by staff and the CIC in recent months.

Considerations are being made to address issues such as who will pay for public art, who maintains it once constructed, liability, public safety, and whether or not to include public art that is located on private property, but is viewable from the public. As part of its research, staff reviewed policies from other communities including Palo Alto, Saratoga and Los Gatos.

DISCUSSION

Last year, and with support from staff, the CIC began reviewing and developing a public art policy. Before embarking on this process and to understand public art as a municipal program, the CIC watched a formal presentation by the Santa Clara County/San Mateo County Leadership Academy participants. The presentation included a comparative review of successful art programs in other national cities and summarized best practices and identification of key components of public art programs operated by cities. These best practices include public art programs managed by local governments with annual average budgets of \$300,000 and at least two full-time staff members and consultants. Public art programs receive a majority of funding from a percent-for-art source (e.g., private development and permit fees).

The CIC also invited the City's Parks and Recreation Commission (PRC) to review and comment on the draft Public Art Policy, since the PRC's purview includes the City's use of parks and the anticipated statue applicants propose to erect their statue at Campbell Park.

The PRC suggested considerations be made to consult professional artists for expert advice during the public art review process. Professional artists may include art instructors at local junior colleges or state universities. Artwork should complement the public space and surroundings for which it is proposed as to not appear as a mere add-on. Art work should also serve as a focal point because such pieces serve as communal meeting points. Lastly, ownership and disposition should be clearly defined.

The key components of the attached Public Art Policy include considerations for:

- Public art locations and eligible art materials
- Local artists preference
- Definitions
- Application procedure, selection criteria, and appeals process
- Unveiling and dedication ceremonies
- Ownership and maintenance
- De-accession (removal)

FISCAL IMPACTS

While there are no direct fiscal impacts associated with the recommended Council action, the adoption of a new Council Policy related to Public Art will involve significant use of City staff time in reviewing and approving new proposals for public art consistent with the new policy. Staff hours may have to be incorporated in the next budget development cycle to address the multiple City departments that will be impacted including the City Manager's Office, Community Development, and Public Works.

Additionally, should the City Council decide that it desires to fund public art in the future, and perhaps as part of the General Plan update, considerations may be made to impose a fee upon developers to support public art. The Council may direct staff to modify the Public Art Policy to affect eligible private and municipal construction projects with building development costs in excess of some dollar amount to be determined later to support a public art component which would require that public art be located in publicly visible and accessible areas, either inside a public building or on private property. Developers would be required to contribute some dollar amount equivalent to a percentage of estimated project costs with a maximum dollar amount. This fee would be applied when developers apply for permits. If the developer does not wish to include artwork in its project, the developer can apply the fee to a public art fund managed by the City.

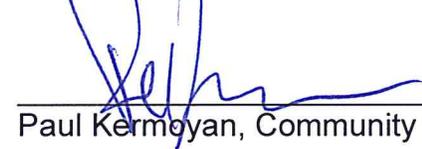
In developing the new Public Art Policy, staff's research found that public art fees range between 0.25% and 1% of estimated project costs on new development projects over 50,000 square feet with a cap between \$100,000 and \$150,000. Some communities require a public art fee when permits are requested for renovation projects.

To create a funding mechanism to accumulate money to fund public art, the proposed Public Art Policy includes a component under Section VII, page 6, to address the City's desire to further the City's goal in promoting public art. Under this Section, private development projects are required to incorporate public art at a cost of 1% of the project cost, or \$100,000, whichever is less.

ALTERNATIVES

1. Do not approve the draft Public Art Policy;
2. Direct staff to modify the draft policy and return to Council for approval; or
3. Provide other direction to staff.

Prepared by: 
Al Bito, Deputy City Manager

Reviewed by: 
Paul Kermoyan, Community Development Director

Reviewed by: 
Todd Capurso, Public Works Director

Reviewed by: 
William Selgmann, City Attorney

Approved by: 
Mark Linder, City Manager

ATTACHMENTS:

1. Resolution
2. Draft policy
3. Public Art Selection Policy, Procedure and Resolution, Town of Los Gatos
4. Public Art Policy and Resolution, City of Saratoga
5. Letter Supporting Public Art in Campbell from Downtown Campbell Neighborhood Association

RESOLUTION NO. _____

**BEING A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL
ESTABLISHING A PUBLIC ART POLICY**

WHEREAS, the Civic Improvement Commission (CIC) received a request in 2015 by two members of the community proposing to design and erect a public art statue in Campbell;

WHEREAS, the proposed location is at the Campbell Park entrance;

WHEREAS, the City does not presently have a guiding policy for these types of requests to assist the City in evaluating and approving public art requests;

WHEREAS, in the past several months, a new policy has been developed by staff in consultation with the Two-County Leadership Academy on Public Art, CIC, and Parks and Recreation Commission;

WHEREAS, the City Council may direct staff in the future to develop and include a component in the Public Art Policy, or as part of the General Plan update, to require developers to pay a fee to support public art in the City; and

WHEREAS, the purpose of the new policy is to ensure uniform guidelines and procedures for the inclusion of publicly accessible art on public and private properties in Campbell, and to establish a process by which the City can accept art work.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Campbell hereby approves the new Public Art Policy and directs the City Clerk to file and assign a new section number for this Council policy.

PASSED AND ADOPTED, this _____ day of _____, 2016 by the following roll call vote:

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

APPROVED: _____
Jason T. Baker, Mayor

ATTEST: _____
Wendy Wood, City Clerk



CAMPBELL PUBLIC ART POLICY

I. PURPOSE

The purpose of this policy is to establish uniform guidelines and procedures for the inclusion of publicly accessible visual art on public and private properties, and to establish consistency between the desire for art in municipal construction projects and in private development projects.

This policy also provides a process by which the City can accept artwork either on loan, consignment, or as a gift as part of a public art program.

Whether public art is publically or privately owned, it should reflect Campbell's culture and history, provide opportunities for education and learning, as well as encourage civic pride and add value to the community.

Uniform procedures and guidelines for the permanent removal or deaccession of a City-owned public art piece are included herein.

II. POLICY SCOPE

This policy applies to the design and installation of all artwork loaned, gifted, purchased or commissioned by the City for public display that is publicly accessible or visible. This includes all above ground, publicly funded buildings or public open space projects within City boundaries, and includes the development or renovation of all public facilities such as parks, street medians, City gateways, public plazas, and any other areas identified by City staff, master plan, or developed in accordance with Council direction.

III. APPLICABILITY

This policy applies when public art is on City property or when public art is on private commercial property, but viewable from the public right-of-way. Public art will be required when design and construction a City project or private development exceeds 1 acre in size.

IV. LOCAL PREFERENCE

Applicant artists from Campbell should receive preferred consideration under this policy. However, artists and art work from other geographic areas may also be considered for inclusion.

V. PUBLIC ART APPLICATION PROCEDURE

A. Application Process (Public Projects)

The Civic Improvement Commission will be the lead advisory body to the City Council on reviewing and making recommendations to the City Council on proposed public art. This does not preclude, however, other advisory boards and commissions, such as the Parks and Recreation Commission and the Historic Preservation Board, from reviewing and commenting on proposed public art.

In overseeing applications for new public art, the Civic Improvement Commission may consider the following aspects, unless there is specific direction from the City Council:

- Open Competition
- Invitational Competition
- Direct Selection
- Unsolicited Proposals

B. Selection Criteria

Prior to providing general comments, concerns and/or recommendations to the City Council, the Civic Improvement Commission may consider the following criteria in reviewing new or proposed public art requests:

- Aesthetics
- Quality
- Style
- Durability
- Public safety and City liability
- Cultural/historical relevance
- Diversity of applicants and proposed expression of art work
- Technical feasibility (i.e., artists' ability to successfully complete the artwork as proposed)
- Prevention of duplication

C. Review and Appeals Process:

The Directors of Public Works, Recreation and Community Services, Community Development, or their designees, shall be responsible for identifying public art construction and renovation projects that align with this policy's requirements.

To this end, the following internal protocols should be established:

- Public Art Review Committee (PARC): Staff from the Departments of Public Works, Recreation and Community Services, and Community Development will lead the public art review requirement of a capital improvement project or renovation project. A public art expert should also be a member of PARC.
- Location and Artwork Review: The PARC will provide input on possible locations and type of artwork to be considered.

- Artwork should complement the public space and surroundings for which it is proposed as to not appear as a mere add-on. Artwork should also be a focal point within its surroundings because such pieces serve as communal meeting points.
- Recommendation: After conducting review and oversight, the PARC will forward its recommendations to the Civic Improvement Commission for determination.
- Review artists' qualifications and artwork proposal

The following steps are to be followed:

1. As part of its evaluation, the CIC may request staff to develop an RFP or RFQ for comparable artwork at the same proposed location (if applicable). The RFP/RFQ should include, but not be limited to:
 - a. Artist's timeline beginning with the project design phase.
 - b. Any restriction and requirement of the project as defined by staff and/or project manager.
 - c. Artist's responsibilities to the project in regards to time and involvement with the project manager and project team.
 - d. Potential sites and material for the art work(s).
 - e. Necessary community outreach efforts for the design development.
 - f. Purpose of the project, identification of stakeholder, and vision for the artwork.
2. Selection of the artist and artworks will fall into one of three processes:
 - a. Open Competition: For most projects.
 - b. Limited Competition: For small projects, typically using a prequalified artist pool.
 - c. Commissioned Artist: For specific projects that lend themselves to that artist's stylistic approach.
 - d. Unsolicited Proposals: Such proposals need to be presented to the Civic Improvement Commission for initial consideration consistent with this policy, after which will be reviewed by the PARC. The PARC will submit written recommendation to the Civic Improvement Commission for final review. The CIC will then submit written recommendation to City Council for consideration.
3. If the Civic Improvement Commission determines that the proposed installation would have an impact on the Campbell community, the Commission may hold a public meeting for community feedback.

4. The Civic Improvement Commission will recommend the selected artist's proposal to the City Council for consideration with the concurrence of the Public Works Director, Director of Recreation and Community Services, Deputy City Manager, or their designees.
5. The selected artist will work with the appropriate department(s) and project manager as noted in the RFP/RFQ and contract.
6. Every effort should be made to conduct the artist selection and contract process in a timely manner to optimize coordination during the construction phase.
7. The City Manager or his/her designee will work closely with the project manager to coordinate efforts and ensure smooth management of the art installation.
8. The City Council shall make the final decision regarding proposed installation of artwork including its location.
9. No acquisition or acceptance of artwork loaned, gifted, purchased or commissioned shall occur without written approval from the City Council.
10. Acceptance shall result in a contract between the lender, donor or artist, which will include a clearly defined time period where applicable with the lender retaining ownership of the artwork.

D. Application Process (Private Development)

1. The Civic Improvement Commission (CIC) will be the lead decision making body following either the City Council's or Planning Commission's decision of a private development project.
2. Following approval of a private development project, the applicant shall file application with the City Manager's office proposing private art that is viewable to the general public.
3. The CIC will consider the proposed artwork utilizing the following criteria:
 - Location of art
 - Aesthetics
 - Quality of construction
 - Style
 - Durability
 - Public safety
 - Cultural/historical relevance
 - Proposed expression of art work

- Technical feasibility (i.e., artists' ability to successfully complete the artwork as proposed)
 - Prevention of duplication
 - Integration into the development; being active or passive
 - Ability to complement its association with the development
4. Staff, and/or the decision making body, may provide guidance as to where future art may be located on private development projects.
 5. If the CIC determines that the proposed installation would have an impact on the Campbell community, the Commission may hold a public meeting for community feedback.
 6. If the developer disagrees with the CIC decision, the developer may appeal the decision to the City Council within ten (10) calendar days of said decision.

VI. ART IN PUBLIC PLACES APPROVAL PROCESS (PRIVATELY OWNED ART)

1. This policy section applies to artwork located on private property that is outdoors, visible and accessible by the public, and is fully funded and owned by the property owner.
2. No property owner or developer may install art on private property until they receive approval by the Civic Improvement Commission.
3. The property owner is responsible for repairing artwork in the event of damage and/or vandalism. Artwork damaged or vandalized shall be repaired as closely as possible to the original approved artwork.
4. Private development projects are required to incorporate public art at a cost of 1% of the project cost, or \$100,000, whichever is less.
5. Applications shall be filed and processed for consideration consistent with Section V. (D) of this policy.

VII. UNVEILING AND DEDICATIONS

- A. Public unveiling and dedication ceremonies are optional at the City's discretion. Such ceremonies for privately owned artwork on publically accessible outdoor locations on private property are at the prerogative of the owner(s).

VIII. OWNERSHIP AND MAINTENANCE

The City of Campbell owns and maintains all art on City property and in the public right of way, and has sole fiscal and legal responsibility for artwork and maintenance of the artwork in these locations.

As for art in public places, that is art located on private property, but visible and accessible to the public, property owners must provide funding to maintain artwork on a

routine and long-term basis for its lifetime. Maintenance and long-term care of artwork so located is not the responsibility of the City.

IX. DE-ACCESSION (REMOVAL)

A. Public art may be removed by recommendation of City staff and followed by the City Council for approval for the following reasons:

- Security
- Public safety
- Inauthentic
- Stolen art
- Theft
- Damage beyond repair
- Loss of site (alteration/sale of site)
- Temporary acquisition
- Excessive/duplicative representation
- Aesthetic value
- Content

X. DEFINITIONS

APPROVED PUBLIC SITES: Approved sites include all publicly funded buildings or public open space within city boundaries, including the development or renovation of all public facilities such as parks, street medians, City gateways, public plazas and any other areas identified by City staff, master plan or developed in accordance with Council direction.

ART IN PUBLIC PLACES: Artwork purchased, commissioned, displayed and/or maintained, as well as located on private property that is outdoors and is visible and accessible by the public that is fully funded, owned and maintained by the property owner in accordance with this policy.

ARTIST: A practitioner in the visual or fine arts, generally recognized by critics and peers as one who produces works of art.

ART WORK: All forms of original creations of visual arts including, but not limited to:

- Sculpture in any material or combination of materials
- Painting—all media including portable and permanently affixed works, such as murals and frescoes
- Graphic Works—print making and drawing
- Mosaics
- Photography
- Crafts in clay, fiber and textiles, wood, metal, plastic and other materials
- Stained glass

- Mixed media—any combination of forms or media, including collage
- Earthworks—use of the natural landscape to create structures, art forms and sculptures to the extent that landscape and art are inextricably linked.

CAPITAL IMPROVEMENT PROJECT: A capital improvement project is a City improvement or construction project valued in excess of \$25,000.

CONSULTANT: A consultant is any firm, individual, joint venture or team of firms or individuals with which the Developer/City or Agency contracts for design or other consulting services related to the Public Art Program.

DESIGNER: Is any consultant providing design services for the execution of a public art project or subsequent renovation projects.

Eligible Art Project Materials: Under this policy, eligible art project materials shall include, but are not limited to, sculptures, paintings, murals, and art materials and crafts made of clay, wood, metal, plastic, or any combination therein.

MUNICIPAL CONSTRUCTION AND RENOVATION PROJECTS: Examples include, but are not limited to, the Community Center, City Hall, Heritage Theatre, City parks, focal points or gateways into the community and any future buildings that are comparable in nature.

PROJECT: Means a proposal for the development of improved or unimproved real property including, but not limited to, offices, hotels, motels, commercial property and/or planned development.

PUBLIC ART: Artwork purchased, commissioned, displayed and/or maintained and located on public property that is fully funded, owned and maintained by the City.

PUBLIC PLACE: Is any area of property (public or private) that is accessible or visible to the public.

**TOWN OF LOS GATOS
PUBLIC ART SELECTION POLICY AND PROCEDURE**

I. PURPOSE

The purpose of this policy is to provide a process through which the Town of Los Gatos (hereinafter Town) can accept art work on loan or as a gift as part of a Public Art Program. The policy also provides guidance to the Town and the Town of Los Gatos Arts and Culture Commission (hereinafter Commission) for purchasing existing art work and for commissioning artists to create new art work for the Town.

II. SCOPE

This policy applies to the installation of all art work loaned, gifted, purchased, or commissioned by the Town for public display. A separate process may be implemented for the installation of art work in a new Town facility or related to any Town construction project.

The Town Manager is hereby authorized to accept loans and/or gifts to the Town of art work that is valued at or below five thousand dollars (\$5,000), and that, if a loan, will be loaned to the Town for a period of five (5) years or less.

- A. All purchases and commissions by the Town of art work must be considered through the procedures outlined below in Section IV, Procedure.
- B. All loans and/or gifts to the Town of art work that is valued at more than five thousand dollars (\$5,000) and/or that, if a loan, will be loaned to the Town for a period of more than five (5) years, must be considered through the procedures outlined below in Section IV, Procedure.

III. Policy

The Town plans for public installation of art work. It is the objective of the Public Art Program to provide the community with the opportunity to enjoy access to a variety of art work and to work with a variety of artists over time. Local Los Gatos artists shall receive preferred consideration under the Public Art Program. Artists and art work from other geographic regions shall also be considered for inclusion.

IV. Procedure

- A. Art work which is to be considered for public installation shall be first reviewed by the Public Art Subcommittee (hereinafter Subcommittee), a subcommittee of the Commission. The Subcommittee shall meet only on an as-needed basis in order to consider art work under the scope of this Public Art Policy. The Subcommittee shall develop a written recommendation to the Commission. The recommendation shall include one or more proposed locations for placement of the proposed art work.
 - 1. Should the Subcommittee find that the proposed installation might have an impact on a Town park, the Subcommittee shall solicit a written recommendation from the Town of Los Gatos Parks Commission, which shall be included in the Subcommittee's recommendation to the Commission.

- B. The Commission shall consider the written recommendation of the Subcommittee at a public meeting. If the Commission finds that the proposed installation would have an impact on an identifiable section of the Los Gatos community, the Commission may also hold a community meeting. The Commission shall develop a written recommendation to the Town Council.
- C. The Town Council shall consider the written recommendation of the Commission at a public meeting. The Town Council shall make the final decision regarding a proposed public installation of art work, including its location.
- D. This procedure shall also be followed for consideration of renewal or non-renewal of loaned art work, and of the proposed deaccession of art work.

V. **Criteria and Conditions for Selection**

- A. The Town shall make no promises to exhibit art work permanently or to maintain art work as the property of the Town in perpetuity.
- B. The Town shall maintain a responsible collection, maintenance, and deaccession policy and procedure for art works which are accepted as part of the Town's Public Art Program.
- C. No acquisition shall be accepted without written permission and approval from the Town Council.
- D. Acceptance shall result in a contract between the donor or artist and the Town. (A contract for art work which is loaned will include a clearly defined period of time, with the lender retaining title to the art work.)
- E. The following shall be criteria for determining whether an art work is acceptable:
 1. **Aesthetics:** It shall be deemed to be an art work of lasting aesthetic value.
 2. **Quality:** There is inherent quality in the art work itself (i.e. art work shall not necessarily be accepted based on the artist's overall reputation).
 3. **Style:** An art work shall be compatible in scale, materials, form, and content with its surroundings.
 4. **Permanence:** Due consideration shall be given to structural/surface soundness, resistance to theft, vandalism, weathering, and excessive maintenance repair costs.
 5. **Public Liability:** Each art work shall be examined and approved for safety conditions and factors which may bear upon public liability.
 6. **Diversity:** The overall Public Art Program shall consider diversity in style, scale, and media.
 7. **Technical Feasibility:** (For purchases or commissions) Each art work shall be examined for convincing evidence of the artist's ability to successfully complete the art work as proposed.
 8. **Duplication:** To assure that the art work will not be duplicated, the artist shall be asked to warrant that the art work is unique and an edition of one, unless stated to the contrary in the contract. (Multiples shall be considered for selection at the discretion of the Commission.) **Public Comment:** The input of the community shall be solicited by the Subcommittee, Commission, and Town Council.

VI. CRITERIA FOR CONSIDERATION FOR ART WORK PLACEMENT

Prior to placement of an art work, the following factors shall be considered:

- A. Visibility
- B. Lighting
- C. Public Safety
- D. Traffic Patterns: interior, exterior, foot, and auto
- E. Location: relationship to existing art work, architecture, and natural features in the proposed vicinity
- F. Future development plans for the area
- G. Impact on the community or neighborhood in the proposed vicinity

City of Saratoga Public Art Policy

I. PURPOSE

The purpose of this policy is to establish a Public Art Program through which the City of Saratoga can acquire and accept artwork on loan or as a gift. The policy establishes the goals and objectives of the City's Public Art Program and provides guidelines for acquiring existing artwork, commissioning artists to create new art work for the City, and for sponsoring temporary art exhibitions on City property. The policy applies to the acquisition and exhibition of all artwork loaned to, donated to, purchased by, or commissioned by the City of Saratoga for the Public Art Program.

The policies outlined below will be subject to periodic review. From time to time, the City may adopt and incorporate into this policy such additional guidelines as it deems necessary.

II. THE SARATOGA PUBLIC ART PROGRAM

A. Goals & Objectives

The goal of the Public Art Program is to promote public art to enhance, enliven and enrich the City while reflecting the values of the community. The program objectives are to:

1. Enhance community identity and pride;
2. Provide the highest quality artwork available, promoting excellence and demonstrating diversity and variety of media;
3. Increase public exhibition opportunities for artists who live or work in Saratoga;
4. Encourage public participation and interaction with public spaces identified by the City Council, kindling awareness of how surroundings impact experience;
5. Enrich the public environment for both residents and visitors through incorporation of the arts; and
6. Strive for diversity, reflecting the social, ethnic and cultural fabric of the city.

B. Funding

Public art projects may be funded through a variety of sources approved by the City Council, including:

1. Public funds,
2. Private contributions,
3. Grants,
4. Corporate sponsorship,
5. Matching gifts,
6. Development fees,
7. Gifts of art, and
8. Fundraising.

C. Administration

The Saratoga Arts Commission shall administer the Public Art Program, coordinating with other City commissions as necessary. The Commission will:

- a. Participate in identifying and developing possible Public Art sites for City Council approval;
- b. Draft and distribute Calls for Artists, stating project goals and site plan;
- c. Convene Art Selection Panels as needed;
- d. Participate in all City Council meetings where public art is discussed;
- e. Prepare and monitor all tracking documents, including artist records, art inventories, and contracts;
- f. Coordinate all physical and logistical components of art installation;
- g. Coordinate preparation of all necessary signage, including identification labels and/or plaques;
- h. Coordinate publicity and media attention for displays;
- i. Serve as conduit between artist, project and building managers, City staff, and others as necessary to ensure a trouble-free project flow;
- j. Serve as resource, guide, and counsel to the City Council and City staff regarding all issues related to the Public Art Program;
- k. Present an annual report to the City Council on the Public Art Program accomplishments of the prior year and plans for the coming year; and
- l. Conduct an annual review of all holdings in the art collection. During this review the Arts Commissions will:
 - i. Inventory the collection;
 - ii. Examine the condition of each piece to determine any restoration or preservation needs; and
 - iii. Examine the display or storage conditions of each piece.

D. Maintenance, Protection, and Display of Artwork

The City will be responsible for the proper maintenance, protection, and display of all artwork accepted by the City as part of the Public Art Program. These activities will be conducted in accordance with any written instructions provided by the artist/donor at the time of delivery of the work to the extent feasible. In fulfilling these duties, the City will:

1. Exert reasonable efforts to protect the artwork from theft, vandalism and other damages;
2. Maintain insurance policies providing coverage for theft, vandalism or other damages to the artwork;
3. Exert reasonable efforts to ensure that acquired artwork is available for public viewing and, when available for public viewing, displayed in an appropriate and respectful manner; and
4. Provide official acknowledgement of receipt of artwork to artist/donor.

The City will not intentionally destroy, damage, alter, modify or otherwise change a piece of artwork accepted by the City as part of the Public Art Program. If any

alteration occurs after the receipt of the work by the City, the artist has the right to request that the work no longer be represented to be the work of the artist.

III. ACQUISITIONS

The following policies apply to the acquisition of art by the City for the City's permanent art collection.

A. Artwork Selection Criteria

Artistic integrity and highest quality of aesthetic experience will be the primary considerations in the selection of public art in Saratoga. The following criteria shall apply:

1. **Media:** All visual art forms and materials will be considered consistent with the purpose of the acquisition.
2. **Quality:** Artwork shall be of lasting value and artistic merit that will enhance the City's collection.
3. **Audience:** The artwork will be suitable for display to a diverse audience including children and employees. It should enhance its setting and help create a sense of place. The City may not acquire public art that would, when displayed, create a hostile work environment for public employees.
4. **Style:** The artwork should be suitable in scale, materials, and form for its surroundings, or capable of being sited in a variety of public areas. Artwork selected for the City's collection should advance the purpose specified by the Arts Commission at the time an acquisition project is undertaken.
5. **Range:** Artwork may be functional or non-functional; conceptual or tangible; portable or site-specific; folk art, craft or fine arts; temporarily or permanently installed.
6. **Condition & Permanence:** The artwork will be of materials and method of construction suitable to the setting. Artwork for outdoor exhibition will be resistant to theft, vandalism, weathering and constructed to avoid extensive maintenance and repair. At the time of acquisition, the artwork will be in good condition or worthy of restoration.
7. **Technical Feasibility:** The City will consider for commissions only those artwork proposals it finds likely to be completed according to design. The City will only select artworks for which it has an immediate location or storage capacity.
8. **Fiscal Feasibility:** The City will consider only such artworks for which it possesses adequate funding for appropriate display, maintenance, insurance, and safeguarding. An estimate of maintenance expenses associated with a proposed artwork shall be presented to the City Council prior to acceptance of the work.
9. **Public Safety:** The City will not consider works that the City determines may pose a threat to public safety.

B. Artwork Selection Process.

The City may acquire artwork for a specific purpose (e.g., for a particular location or to commemorate an event) or in response to an offer of donation separate from a specific acquisition process. All acquisitions shall be approved by the City Council.

1. **Specific Purpose Acquisitions.** When artwork is to be acquired for a specific purpose, the Arts Commission shall adopt a resolution stating the purpose of the acquisition and the process to be used for selecting artwork to be recommended to the City Council for acquisition. The Commission is encouraged to form and seek the recommendation of an Art Selection Panel for any major acquisition. The Commission shall provide for review of proposed acquisitions by any affected Commission in the selection process. The Commission may form subcommittees to assist in the selection process. All recommendations to the City Council shall be adopted by the Commission at regular or special meeting of the Commission.
2. **Proposed Donations.** When artwork is proposed to be donated to the City, the proposed donation shall be reviewed by the Arts Commission. The Commission may recommend immediate acceptance or rejection of the offer or may adopt a resolution establishing a process for further review of the offer. The Commission may convene an Art Selection Panel to assist in the selection process. The Commission shall consult with any Commissions affected by the proposed donation. The Commission may form a subcommittee to assist in the selection process. All recommendations to the City Council shall be adopted by the Commission at regular or special meeting of the Commission.

C. **Art Selection Panel**

The Arts Commission is encouraged to appoint Art Selection Panels on an as-needed basis to coordinate the acquisition of artwork for the Public Art Program. The Commission shall consider the Panel's determinations before making its final recommendations to the City Council. Separate panels may be convened for separate acquisitions or a single panel may be used for multiple acquisitions.

1. **Structure:** Panels will be chaired by a member of the Art Commission, who will vote only to break a tie. Each Panel will consist of four voting members and such non-voting members as the Commission sees fit to include based on the purpose of the acquisition under consideration and the interests of other City Commissions and departments. *Voting members* shall be selected on the basis of aesthetic expertise and may include artists, architects, curators, and other arts professionals (excluding dealers, agents, or representatives of artists applying to the panel). Voting members shall serve for a term defined in the resolution establishing the panel not to exceed four years. No individual may serve for more than eight consecutive years as a voting member on any Art Selection Panel or succession of such panels. No individual may serve as a voting member on more than two Art Selection Panels at any time.
2. **Duties:** Each Panel shall:
 - a. Review, evaluate, and discuss the credentials, proposals, and/or materials submitted by artists and donors;

- b. If it finds that further information or materials are required before a recommendation is possible, procure the needed materials and convene for further discussion;
- c. Via majority vote, reach a recommendation regarding the selection at issue;
- d. Inform the Arts Commission of the Panel's recommendation in writing, explaining its reasoning;
- e. Consult with the Commission at an early stage regarding larger, more expensive proposals or selections;
- f. If it finds there is insufficient merit among the submissions, make no selection. If this occurs, or if the Panel cannot reach agreement, the matter will be returned for disposition by the Arts Commission;
- g. The Panel may not consider art owned or created by any member of the Panel or any person with whom a panel member maintains a close personal or professional relationship; and
- h. All meetings of the Panel shall be conducted in accordance with the Brown Act.

D. Acquisition Methods

Artwork may be acquired by purchase, commission, donation, or long-term loan as follows:

1. **Purchase:** When an existing artwork satisfies the selection criteria of both the Public Art Program and a specific public art project, the Arts Commission may recommend that the City Council authorize direct purchase of the artwork.
2. **Commission:** Based on a recommendation from the Arts Commission the City Council may award commissions by competition or invitation. The selected artist would be commissioned to create original work consistent with the artist's proposal. Commissions may be awarded as follows:
 - a. *Closed Competition* – Artists may be chosen through a limited competition, for which selected artists are invited to submit proposals according to criteria established by the Arts Commission or a duly authorized Art Selection Panel. Such criteria will reasonably expedite the goals of the competition without unduly excluding qualified participation;
 - b. *Open Competition* – Artists may be chosen through a competition whereby all artists are welcome to propose works that meet the requirements established by the Arts Commission or a duly authorized Art Selection Panel; or
 - c. *Invitation* – Artists chosen by the Arts Commission or a duly authorized Art Selection Panel on the basis of their qualifications (as demonstrated by past work, past experience with public art, and successful completion of previous projects similar in scope and demand) will be asked or paid to develop a proposal.
3. **Donation:** The Arts Commission may recommend that the City Council accept artwork offered as a contribution to the City by a citizen if the work satisfies Public Art Program selection criteria and an appropriate site exists to exhibit the work.
4. **Loan:** When an existing artwork satisfies Public Art Program selection criteria and is suited to a particular purpose or is well-suited to a particular site, the Arts

Commission may recommend that the City Council authorize the City to borrow the work from the artist or owner. The terms of the loan, including the period for which the work is loaned, any instructions for proper care and maintenance of the work, and all relevant insurance arrangements, shall be specified in a Loan Agreement.

E. Ownership of Purchased, Commissioned, or Donated Artwork

1. Artwork purchased, commissioned, or accepted as a donation will be the property of the City of Saratoga. Title for each work will be transferred to the City as necessary.
2. Upon acquisition of an artwork, the relationship between the City and the artist will be defined by a standard contract addressing the terms of the acquisition, any instructions for proper care and maintenance of the work, and any special agreements regarding the manner in which the work may be deaccessioned, copyright, reproduction and resale issues.

F. Responsibilities of Artists/Donors

1. When an artwork has been selected for inclusion in the Public Art Program, the artist/donor must agree to:
 - a. Sign and abide by the terms stated within the acquisition agreement;
 - b. Execute, complete and deliver the work at an agreed upon date and time;
 - c. Maintain an effective working relationship with the project team and staff;
 - d. Advise the Arts Commission immediately of any significant changes to the scope, materials or design of the work after contract is signed (all changes must be reviewed and approved prior to completion);
 - e. Personally design and execute the work, working with City staff in connection with site preparation and installation, unless otherwise stipulated in the contract; and
 - f. Warrant that the work is the original product of the designated artist's creative efforts and does not infringe on any third party's copyrights or other intellectual property rights.

G. Criteria for Artwork Placement

When identifying the proposed location of artwork, the Arts Commission shall consider the following:

1. Public safety;
2. Visibility;
3. Lighting;
4. Traffic patterns: interior, exterior, foot, and auto;
5. Function of the existing facility or site;
6. Relationship of the proposed artwork to pre-existing works of art on the site;
7. Future development plans for the area;
8. Landscape design;
9. Environmental assessment;
10. Public accessibility;

11. Appropriateness of the physical characteristics of the site; and
12. Relationship to the social and cultural identity of immediate local community.

H. Public Safety

No work will be displayed before the City has inspected it and ascertained that it poses no threat to public safety. Through evaluation by qualified staff, the City will ascertain that no aspect of the installation creates a substantial risk of injury when the work and any adjacent property are used with due care in a reasonably foreseeable manner. The City will further ascertain that installation of the work will not pose a substantial or unreasonable risk of serious bodily harm to persons using the work or adjacent property with due care appropriate to their age in a reasonably foreseeable manner. After a display has been installed, the City will monitor the installation as needed to ensure that no such risks are created due to changed circumstances.

I. Relocation or Removal of Purchased or Commissioned Artwork

The City may, as necessary or appropriate, transfer City-owned artwork from one public site to another, remove artwork to storage, or make a temporary loan of artwork to another agency or organization.

1. The Arts Commission will review proposals to relocate or remove a city-owned artwork and make a recommendation to the City Council. The Commission may appoint an Art Selection Panel for assistance. Considerations include, but are not limited to:
 - a. Security of the artwork can no longer be reasonably guaranteed;
 - b. Maintenance costs are higher than anticipated;
 - c. Faults of design or workmanship make repair unfeasible;
 - d. The artwork has been damaged and repair is unfeasible;
 - e. As erected, the artwork poses risks to public safety not identified during the selection process;
 - f. Once installed, the artwork does not conform to the expectations according to which it was selected;
 - g. Significant changes in the use, character, or design of the site have occurred, affecting the integrity or appeal of the artwork;
 - h. The authenticity of the artwork is called in to question;
 - i. The aesthetic quality of the artwork is called in to question;
 - j. The Arts Commission wishes to replace the artwork with a more appropriate work by the same artist;
 - k. Receipt of written request from the donor to deaccession the artwork.
2. In reviewing proposals for relocation or removal, the Arts Commission will:
 - a. Consult the Acquisition Agreement and other pertinent agreements;
 - b. Discuss with the artist the circumstances prompting the review;
 - c. Seek opinions of more than one independent professional qualified to recommend on the concern prompting the review (conservators, engineers, architects, landscape architects, critics, art historians, safety experts, etc.);
 - d. Review written correspondence, press, and other public suggestions;

- e. Explore means of resolving the concerns prompting review short of relocation or removal;
- f. If no such means are satisfactory, seek a suitable relocation of the artwork. If the artwork was designed for a specific site, the Commission will endeavor to relocate it to a site consistent with the artist's intention. If possible, the Commission will obtain the artist's assistance in making this determination; and
- g. If no relocation is suitable, the Commission will store the work or seek deaccession consistent with the deaccession policy below.

Nothing in this policy shall limit the City's ability to take whatever action is deemed appropriate to protect artwork and human health and safety in the event of an emergency.

J. Deaccession of City-owned Artwork

The City of Saratoga recognizes that the deaccession of artwork must be handled with great care, as apprehension that public art might be disposed of to pay operating expenses or satisfy the trading desires of the City could discourage potential donors or artists. Moreover, haphazard deaccessioning could cause irreparable harm to the City's collection. The City of Saratoga has a fiduciary obligation to maintain the collection for the benefit of its citizens. The Arts Commission may recommend that an artwork should be permanently removed from the City's collection according to the procedures that follow.

1. Criteria for Selecting Works for Deaccessioning

A work may be deaccessioned if at least one of the following applies:

- a. The City cannot properly care for or store the work;
- b. Security of the artwork can no longer be reasonably guaranteed;
- c. There is no suitable site for relocation of a work that must be moved;
- d. Maintenance costs are higher than anticipated;
- e. The artwork requires repairs that are unfeasible;
- f. The work's condition requires restoration in excess of its aesthetic value;
- g. The work is so deteriorated that restoration would prove unfeasible or misleading;
- h. If, as erected, the artwork poses risks to public safety not identified during the selection process;
- i. It is determined that the work lacks significant aesthetic, historical and/or cultural value;
- j. The City's collection contains a large quantity of work by a single artist of minor stature (in such a case, the Commission may find it sufficient to retain only a representative collection);
- k. The work is determined to be a duplicate (e.g., prints or multiples) of lesser quality than other works in the collection;
- l. The work is determined to be a copy or pastiche without significant historical, documentary, or aesthetic value; or

- m. The work is determined to be a forgery or fake. The Commission is responsible for ensuring that any such forgery or fake is identified as such when it leaves the City's collection.

2. **Deaccessioning Review**

Every five years, or as needed, the Arts Commission will review the City's collection and compile a list of those artworks it recommends be deaccessioned. The Commission may also review and recommend that individual works be deaccessioned as necessary. The following procedures will apply:

- a. The Arts Commission will prepare a written report for each artwork it recommends for deaccessioning, to be circulated to each member of the Committee one month prior to the meeting at which deaccession will be formally considered. The report will include:
 - i. Title, artist, medium, dimensions, and present location of the work;
 - ii. Provenance;
 - iii. Slide(s) and/or photograph(s) of the work;
 - iv. Report on the condition of the work by an expert in the field;
 - v. Estimated fair market value (if the work is of high monetary value, the Commission may solicit opinions by independent consultants);
 - vi. Copy of the City's title to the work;
 - vii. Reason for proposed deaccession; and
 - viii. Recommendations for method of disposal.
- b. Each member of the Commission will physically inspect the work before voting to recommend deaccession;
- c. After appropriate deliberation, the Commission will approve or reject the recommendation by a majority vote;
- d. The City Attorney will review the Commission's recommendation to verify that no legal restrictions prevent deaccession. The City Attorney's written approval must be obtained before a work is deaccessioned;
- e. For artwork with a value of \$500 or more, the Commission will forward its report and the City Attorney's approval to the City Council for action by the City Council. Artwork with a value of less than \$500 may be deaccessioned without Council approval; and
- f. When the formal decision to deaccession has been reached, the work will be removed from the City's insurance log and its acquisition file will be retrieved, annotated in red as "Deaccessioned," and transferred to a deaccession file located at the Department of Recreation. All documentation regarding the deaccession of the work, including the report of the Commission, the approval of the City Attorney, and correspondence with donors/heirs will be filed herein.

3. Notifying Donors/Heirs

Once it is determined that a work is to be deaccessioned, the City will make all reasonable efforts to locate the donor or his/her heirs. The City will explain in writing its decision to deaccession the work and offer appropriate assurances that:

- a. If the work is sold, the City will attempt to use any monies realized to purchase other works for the collection; and
- b. Every effort will be made to honor the wishes of the donors/heirs concerning the sale.

Written concurrence of donors/heirs will be solicited, but is not required.

4. Disposal Procedures

If an artwork's Acquisition Agreement specifies terms of deaccession, the City shall dispose of the work accordingly. Otherwise, the City may dispose of deaccessioned works by any of the following means, or others not listed, as warranted by each circumstance.

- a. Sale.
 - i. The artist/donor will be given the right of first refusal to reacquire the work at fair market value, original price, or gratis, depending on the recommendation of the Arts Commission. The cost of removal of the work will be borne by the buyer;
 - ii. The City may sell the work through a dealer;
 - iii. The City may sell the work through competitive bidding; and
 - iv. The City may sell the work at a Public Sale.
- b. Trade. Trades or exchanges may be negotiated under special circumstances with a dealer or artist. The City may also trade a work to be deaccessioned for another by the same artist.
- c. Destruction. If a marginally significant work has deteriorated to such an extent that it is irreparable and unsuitable for exhibition, the Arts Commission may, with the approval of the City Council, elect to destroy it upon deaccession.
- d. Negotiation. The City Council may authorize the Arts Commission to determine the best manner to negotiate the sale or trade of a deaccessioned work. After soliciting estimates from at least three dealers, the Commission shall choose the offer most favorable to the City and negotiate terms with the agent on behalf of the City. Copies of all such agreements will be filed in the deaccession folder of the relevant work.

No works may be sold, traded, or transferred to a member of the Saratoga Arts Commission, its supporting staff, or its agents. Once deaccessioned from the City's collection, a work may not be installed on City property and the Arts Commission will remove all acquisition numbers and labels from the work and coordinate its physical departure from the City's collection. The Commission will transmit a final report informing City Council of the removal of the object from the City's collection.

5. **Monies Raised from Deaccession**

All monies raised from deaccession will be deposited into the City's General Fund. The City will endeavor to use such funds for future acquisitions. In keeping with the California Resale Royalties Act, if a deaccessioned artwork is sold at a price greater than its purchase price, five percent (5%) of the sale price of any work valued over \$1,000 will be paid to the artist who created the work, provided that the artist can be located by reasonable means. If the artist cannot be found, the royalty will revert to the City's General Fund.

6. **Acknowledgements**

In acquiring an object through trade or through monies raised from the sale of deaccessioned objects, the City will acknowledge, in the credit of the newly acquired object, the donor(s) of the original object or objects.

IV. EXHIBITION POLICY

For the purposes of the Public Art Program, an "exhibition" is a temporary display of art at a specific location sponsored by the City. The City of Saratoga encourages exhibits of interest, information, and enlightenment for all the people of the community. The City Council shall approve the location of all exhibitions in the City. The Arts Commission shall define the theme of each exhibition. When coordinating exhibits of multiple artworks about controversial issues, the City will endeavor to ensure that the exhibit represents a wide array of viewpoints. This Exhibition Policy does not apply to art festivals and other arts promotion events sponsored by the City.

A. Scheduling of Exhibits

Exhibits will normally be scheduled for a three-month period of time but may be extended. The Arts Commission reserves the right to reschedule exhibits. If there are numerous requests for exhibit space, new exhibitors will take precedence.

B. Exhibit Selection Criteria

Artistic integrity and highest quality of aesthetic experience will be the primary considerations in the selection of public art for exhibition in Saratoga. In addition to any exhibit-specific criteria established by the Arts Commission, the following criteria shall apply:

1. **Audience:** The artwork will be suitable for display to a diverse audience including children and employees. It should enhance its setting and help create a sense of place. The City may not acquire public art that would, when displayed, create a hostile work environment for public employees.
2. **Style:** The artwork should be suitable in scale, materials, and form for its surroundings.
3. **Public Safety:** The City will not consider works that the City determines may pose a threat to public safety.

C. Selection of Exhibit Materials

Artwork shall be selected from the City's existing collection or by one of the following methods by the Arts Commission with the advice of an Arts Selection Panel (convened subject to the policies set forth in section III.C, above) where appropriate:

1. *Closed Competition* – Works chosen through a limited competition, for which selected artists are invited to submit proposals according to exhibit criteria established by the Arts Commission. Such criteria will reasonably expedite the goals of the competition without unduly excluding qualified participation.
2. *Open Competition* – All artists are welcome to propose works that meet the exhibit criteria established by the Arts Commission.
3. *Invitation* – Artists chosen by the Arts Commission on the basis of their qualifications (as demonstrated by past work, past experience with public art, and successful completion of previous projects similar in scope and demand) will be asked or paid to develop a proposal tailored to the exhibit criteria.
4. *Loans* – When the Arts Commission determines that an existing artwork satisfies the exhibit criteria, the City may borrow it from the artist or owner.
5. *Students* – The City encourages exhibitions of artwork by students. Accordingly, the City may, from time to time, solicit works directly from students, or create limited competitions or exhibitions targeting student contributions.

D. Loans of Exhibit Materials

All artists loaning works for an exhibit must complete a City of Saratoga Exhibit Agreement before installation of the exhibit. The Exhibit Agreement shall specify the extent of the City's obligations to insure and indemnify loaned exhibit materials. In addition, the following guidelines apply to all exhibits:

1. To facilitate publicity for exhibits, the donor may be asked to submit a written article to the Arts Commission six weeks prior to the exhibit date or to complete a publicity check sheet;
2. Exhibits are not intended as a means of commercial sales. However, if the artist files a price list and contact information with the City at the time a work is loaned, the City will provide it to viewers upon request;
3. From time to time, the City may authorize artists to set up their own exhibits on City property. The City assumes no responsibility for providing materials or special assistance to donors in setting up such exhibits. In addition:
 - a. Wall, pillars or other structures may not be defaced in any way;
 - b. Works of art may be mounted only in authorized areas;
 - c. Exhibitors must provide their own printed or typed identifying labels;
 - d. No prices should be affixed to items; and
 - e. If there is a question regarding materials or exhibit layout, the final approval rests with the Arts Commission

May 9, 2016

DCNA
P.O. Box 1484
Campbell, CA 95008

ATTN: Campbell Mayor and City Council

Subject: Public art in Campbell

Our neighborhood association is in strong support of the creation and adoption of a public art policy in Campbell. Public art will continue to improve and enrich the lives of our residents. Art adds interest and value to our larger community.

We also support the commission of a statue celebrating the rich agricultural history in Campbell. We agree the most appropriate location is in the Campbell Park.

We look forward to enjoying the statue and other public art in our Campbell community in the near future.

Respectfully,

Catherine Hickinbotham
DCNA Board Member



City Council Report

Item: 22.

Category: Council Committee Reports

Meeting Date: June 7, 2016

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 Committees.

MAYOR BAKER

Cities Association of Santa Clara County:
Board of Directors
Selection Committee
City Atty. Performance/Comp. Subcommittee
City Clerk Performance/Comp. Subcommittee
City Mgr. Performance/Comp. Subcommittee
County Expressway Policy Advisory Board
County Library District JPA Board of Dir.
*Metropolitan Transportation Commission***
Bay Area Toll Authority
Santa Clara County Operational Area
*Council (Chair)***
*VTA Board of Directors***
West Valley Cities Representative to Silicon
*Valley Interoperability Authority ***
West Valley Mayors and Managers

VICE MAYOR GIBBONS:

Advisory Commissioner Appointment Interview Subcommittee
Campbell Historical Museum & Ainsley House Foundation Liaison
City Atty. Performance/Comp. Subcommittee
City Clerk Performance/Comp. Subcommittee
City Mgr. Performance/Comp. Subcommittee
CDBG Program Committee (County) (Alt.)
Cities Association of Santa Clara County:
Board of Directors (Alt.)
Selection Committee (Alt.)
County Expressway Policy Adv. Board (Alt.)
County Library District JPA Board of Dir. (Alt.)
Downtown Subcommittee
Education Liaison Subcommittee
Finance Subcommittee
Friends of the Heritage Theatre Liaison (Alt.)
Housing Rehabilitation Loan Committee
Legislative Subcommittee
State Route (SR) 85 Corridor Policy Advisory Board (Alt.)
Silicon Valley Clean Energy Authority Board of Directors
Santa Clara Valley Water District:
County Water Commission (Alt.)
20% Housing Committee (Successor Agency)
West Valley Mayors and Managers (Alt.)

COUNCILMEMBER CRISTINA:

Assn. of Bay Area Governments
Cities Association of Santa Clara County:
ABAG Representative (Alternate)
Economic Development Subcommittee
Santa Clara Valley Water District:
County Water Commission
Silicon Valley Clean Energy Authority Board of Directors (Alt.)

COUNCILMEMBER KOTOWSKI:

Assn. of Bay Area Governments (Alt.)
CDBG Program Committee (County)
Education Liaison Subcommittee
Friends of the Heritage Theatre Liaison
Housing Rehab Loan Committee (Alt.)
*Recycling Waste Reduction Commission***
Legislative Subcommittee
Silicon Valley Animal Control Authority Board (SVACA) (Alt.)
Valley Transportation Authority Policy Advisory Committee (Alt.)
West Valley Sanitation District
West Valley Solid Waste Authority JPA (Alt.)

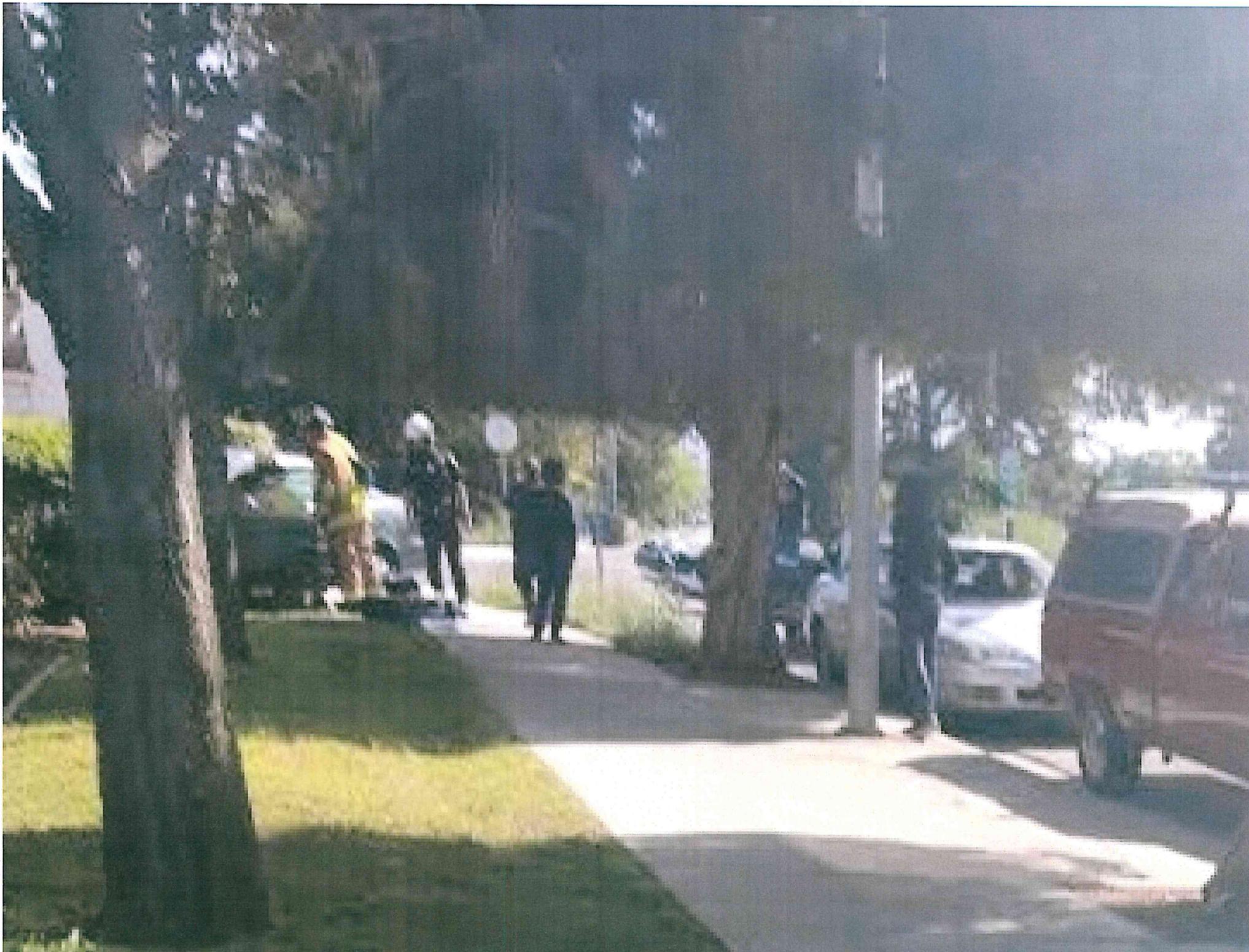
COUNCILMEMBER RESNIKOFF:

Advisory Commissioner Appointment Interview Subcommittee
Campbell Historical Museum & Ainsley House Foundation Liaison (Alt.)
Downtown Subcommittee
Economic Development Subcommittee
Education Subcommittee (Alt.)
Finance Subcommittee
State Route (SR) 85 Corridor Policy Advisory Board
Silicon Valley Animal Control Authority Board (SVACA)
20% Housing Committee (Successor Agency)
Valley Transportation Authority Policy Advisory Committee
West Valley Sanitation District (Alt.)
West Valley Solid Waste Authority JPA

****appointed by other agencies**









Cam Roberson

Statement to Campbell City Council Meeting

Re: Lot split & development of 285 California St.

Tuesday June 7, 2016

While Mr. Lander has shown clear evidence that the original landowners intention was to each create one, unified lot on which to build their homes we have since uncovered documentation and county recordings that support those intention with legal evidence.

In my early discussions with the city, I was asked to find specific timing and documentation of the merger of these two lots. Far from expert, I was unable to do so - until now. We have learned that with the very first sale of these lots the track developer unified the original three lots into two as described in the *property description* of the original grant deed. The exact same property description has remained consistent through the entire chain of title throughout the last 70 years. This description defines one and only one lot as determined by three experts within the Santa Clara County Assessors Office –the map office, the County Surveyor’s Technician and Santa Clara Counties Deputy Surveyor, Bill Slepnikoff. Two weeks ago I was referred to Andrew Georgiani, an attorney who specializes in land use. In talking with Mr. Georgiani he suggested instead that I first engage Jim Wheeler who Georgiani described as a preeminent land and title expert. It was Mr. Wheeler was who found the origins of the lot merger in 1947 and has expressed a willingness to testify in front of this body or any other that this *description* defines only one lot and not two. Mr. Wheeler’s credentials are unequalled. He writes in his opinion letter that you have before you:

“Therefore, the subject property is and always has been a single undivided parcel of land since the title to it was originally conveyed separately from adjoining land held in the same ownership, by the McMinn deed in 1947. Thus, the subject property is unquestionably a single parcel lawfully created within the meaning of the pertinent parts of the Subdivision Map Act” (e.g., California Government Code Section 66412.6).

But Mr. Wheeler uncovered other new information. He found a “Declaration of Restrictions, Conditions, Covenants, Charges, and Agreements Affecting the Real Property Known as Tract #295” dated April 16, 1946. The declaration provides among other things, that

“No structure shall be erected on any building plot, which plot has an area of less than 8,000 square feet nor a width of less than 67 feet at the front building line.”

With a building plot of only 7,075 square feet this lot is considerably out of compliance.

We believe council and perhaps outside expertise should have been consulted initially but now, especially in light of this compelling evidence that demonstrates the proposed lot is illegal we ask council to investigate vigorously and put on hold all efforts to develop this property until council can fully assess the facts.

landtitleguru.com

Mr. Cameron Roberson
267 California Street
Campbell, CA 95008

June 6, 2016

RE: Title research concerning proposed subdivision of property of Madison Fund, LLC

Dear Mr. Roberson:

You have engaged me to provide my professional consulting services to you with regard to the above-referenced matter. As you know, I am an expert land title examiner, analyst, and advisor practicing independently from my office in Capitola, California. My qualifications and expertise come from more than forty years' professional experience in land title practice, in connection with a wide variety of California real property transactions and litigation. I am not an attorney at law. My services do not include the practice of law, and my advice is not to be relied upon as legal advice.

You have asked me to search for and examine recorded documents comprising the chain of title to certain real property in Santa Clara County (hereafter, the "subject property") commonly known as 285 California Street, Campbell, Assessor's Parcel No. 305-35-003, and upon the basis thereof, to render my expert opinion concerning, among other things, whether this real property comprises one legal parcel, or two. I have completed my research and examination of the public records.

The subject property is a residential parcel of land, comprised of Lot 21, and the northerly 40 feet of Lot 22, so designated and delineated on the subdivision map of "Tract No. 295 El Rancho California Tract," (hereafter, "Tract 295"). The subdivision map of Tract 295 was signed by Raymond S. Thomas, Lois C. Thomas, and Beatrice Thomas Briggs, as owners, and filed for record April 16, 1946 in Map Book 8, page 52, Santa Clara County Records.

On this map, the twelve lots fronting on the west side of California Street, including Lot 21, and Lot 22, were each shown as having 70-foot street frontages. Thus, the combination of Lot 21 with the adjoining 40 feet of Lot 22 created a lot having a frontage of 110 feet.

An instrument entitled, "Declaration of Restrictions, Conditions, Covenants, Charges, and Agreements Affecting the Real Property Known as Tract #295" dated April 16, 1946 (hereafter, the "Declaration of Restrictions") was executed by Raymond S. Thomas, Lois C. Thomas, and Beatrice Thomas Briggs (collectively, "Thomas," or the "Declarants" hereafter), and recorded April 17, 1946 in Volume 1332, pages 417-418, Official Records of Santa Clara County. The Declarants were the owners and subdividers of the 10-acre tract of land situate within the bounds delineated on the subdivision map of Tract 295.

The Declaration of Restrictions constitutes a mutually beneficial plan of development for the subdivided lands comprising Tract 295, and it imposes upon the owners of the residential lots or parcels of land situated within the bounds of Tract 295 a set of equitable servitudes affecting all of such lots or parcels, reciprocally binding and inuring to the benefit of each such owner, and enforceable against and upon each of them by any of them.

The Declaration of Restrictions provides, among other things, that its provisions “shall run with the land and continue until 1971, when they will be automatically renewed unless rescinded or changed by appropriate action of two-thirds of the owners . . .” Since no such rescission or amendment appears of record, I believe the provisions of the Declaration of Restrictions are presently in full force and effect. The Declaration of Restrictions furthermore provides, in part, that “if for any reason one covenant is unenforceable (as is the case with race restrictions long deemed unconstitutional), it shall not affect the other covenants.” The Declaration of Restrictions also provides, among other things, the following:

- E. No structure shall be erected on any building plot, which plot has an area of less than 8,000 square feet nor a width of less than 67 feet at the front building line.

The first deed describing the subject property separately was executed by Martin J. Lyons, also known as M. J. Lyons, and Idah M. Lyons (collectively, “the Lyonses” hereafter), to Milo H. McMinn, and Alma I. McMinn, recorded September 25, 1947 in Volume 1439, pages 567-568, Official Records (hereafter, the “McMinn deed”). The Lyonses were the direct successors to Thomas, the original owners of Tract 295; they (the Lyonses) were the owners of an undivided ½ interest in the entirety of the 10-acre tract of land situate within the bounds delineated on the subdivision map of Tract 295, as of July 12, 1946. The Lyonses owned 100% of that part of Tract 295 designated as Lots 21, 22, and 23 as of March 13, 1947.

As of September 24, 1947 the subject property was described in the McMinn deed as a single undivided lot or parcel of land comprised of “all of Lot 21, and the northerly 40 feet, front and rear measurements, of Lot 22 as laid down, designated, and delineated upon [the subdivision map of Tract 295],” and it was further described therein by surveyed metes and bounds defining its boundaries and locating its four corners, with reference to the street and lot boundaries shown on the recorded map of Tract 295. The subject property has been described by the same words and figures in each successive deed conveying title to it since then.

The circumstance that the land the Lyonses owned, part of which they described in the McMinn deed, had been designated a year earlier on the subdivision map of Tract 295 as Lots 21, 22, and 23 notwithstanding, the Lyons’s land ownership included the entirety of Tract 295, the title to which they had acquired as an undivided 10-acre tract, and they exercised their prerogative to re-subdivide their land by conveying to McMinn the title to a single undivided parcel of that land (the subject property) having a frontage width of 110 feet on California Street, not one separate 70-foot wide lot, and another separate 40-foot wide portion of the adjoining lot. Though the Lyonses could have described separately the boundaries of Lot 21, and those of the northerly 40 feet of Lot 22, using words indicating that they were entirely separate parcels of land, they did not do so.

Therefore, it is my opinion that the subject property is now, and always has been, a single undivided parcel of land, created when the title to it was originally conveyed separately from adjoining land held in the same ownership, by the McMinn deed in 1947. I believe the subject property is indisputably a single parcel lawfully created within the meaning of the pertinent parts of the Subdivision Map Act (e.g., California Government Code Section 66412.6).

A summary of the chain of title to the subject property follows, as disclosed by my search of the public records:

1. Grant Deed dated July 12, 1946 by Raymond S. Thomas, Lois C. Thomas, his wife, and Beatrice Thomas Briggs, to Raymond F. Mathis, and Mildred L. Mathis, his wife, as to an undivided one-half interest, and to Martin J. Lyons, and Idah M. Lyons, his wife, as to an undivided one-half interest, recorded July 12, 1946 in Volume 1352, pages 322-323, Official Records.

Describes by metes and bounds the 10-acre tract of land subdivided according to the map of Tract 295.

2. Grant Deed dated March 13, 1947 by Raymond F. Mathis, and Mildred L. Mathis, his wife, to Martin J. Lyons, and Idah M. Lyons, his wife, recorded July 12, 1946 in Volume 1399, pages 591-592, Official Records.

Describes Lots 21, 22, and 23 so designated and delineated on the map of Tract 295.

3. Grant Deed dated September 24, 1947 by Martin J. Lyons, also known as M. J. Lyons, and Idah M. Lyons, to Milo H. McMinn, and Alma I. McMinn, husband and wife, recorded September 25, 1947 in Volume 1439, pages 567-568, Official Records

Describes the subject property, a single parcel of land comprised of Lot 21, and the northerly 40 feet, front and rear measurements, of Lot 22, so designated and delineated on the map of Tract 295.

4. Grant Deed dated September 2, 1948 by Milo H. McMinn, and Alma I. McMinn, also known as Alma B. McMinn, to Eugene G. Short, and Ada Lee Short, his wife, recorded September 24, 1948 in Volume 1681, page 307, Official Records

Describes the subject property, a single parcel of land comprised of Lot 21, and the northerly 40 feet, front and rear measurements, of Lot 22, so designated and delineated on the map of Tract 295.

5. Affidavit – Death of Joint Tenant dated February 2, 1984 by Ada Lee Short, concerning the identity of Eugene G. Short, deceased, a certified copy of whose death certificate is attached thereto, recorded February 17, 1984 in Volume I314, pages 638-639, Official Records

Describes the subject property, a single parcel of land comprised of Lot 21, and the northerly 40 feet, front and rear measurements, of Lot 22, so designated and delineated on the map of Tract 295.

6. Grant Deed dated December 28, 1987 by Ada Lee Short, to William Lyons, an unmarried man, recorded December 31, 1987 in Volume K406, pages 2116-2117, Official Records

Describes the subject property, a single parcel of land comprised of Lot 21, and the northerly 40 feet, front and rear measurements, of Lot 22, so designated and delineated on the map of Tract 295.

7. District Director's Deed dated November 30, 1992 by Don C. Hallenbeck, Chief, Special Procedures, Internal Revenue, for and on behalf of the United States of America, to M. J. Vassia, and William C. Utter, recorded November 30, 1992 in Volume M513, pages 1326-1328, Official Records

Describes the subject property, a single parcel of land comprised of Lot 21, and the northerly 40 feet, front and rear measurements, of Lot 22, so designated and delineated on the map of Tract 295.

8. Quitclaim Deed dated June 15, 1993 by William C. Utter, to M. J. Vassia, and recorded September 21, 1993 in Volume N016, pages 2119-2121, Official Records

Describes the subject property, a single parcel of land comprised of Lot 21, and the northerly 40 feet, front and rear measurements, of Lot 22, so designated and delineated on the map of Tract 295.

9. Grant Deed (Corrective Deed) dated September 9, 1993 by Michael J. Vassia, an unmarried man who acquired title as M. J. Vassia, and William C. Utter, a married man dealing with his sole and separate property, to Michael J. Vassia, an unmarried man, recorded September 21, 1993 in Volume N016, pages 2122-2124, Official Records

Describes the subject property, a single parcel of land comprised of Lot 21, and the northerly 40 feet, front and rear measurements, of Lot 22, so designated and delineated on the map of Tract 295.

10. Grant Deed dated April 26, 1995 by Michael J. Vassia, to William Fromm, an unmarried man, recorded May 11, 1995 in Volume N848, pages 0066-0067, Official Records

Describes the subject property, a single parcel of land comprised of Lot 21, and the northerly 40 feet, front and rear measurements, of Lot 22, so designated and delineated on the map of Tract 295.

11. Grant Deed dated July 21, 2015 by William Fromm, and Elizabeth Fromm, husband and wife, to Madison Fund, LLC, a California limited liability company, recorded July 31, 2015, Document No. 23039323, Official Records

Describes the subject property, a single parcel of land comprised of Lot 21, and the northerly 40 feet, front and rear measurements, of Lot 22, so designated and delineated on the map of Tract 295.

Copies of all of the recorded documents mentioned above are attached hereto as exhibits for further reference.

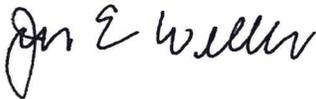
You have provided me with information indicating that Madison Fund, LLC now proposes to subdivide the subject property according to a plan by which two new parcels would be created within its boundaries. "New Parcel 1" would have a net area, according to this plan, of 8,207 square feet, with a street frontage of 95.00 feet on California Street. "New Parcel 2" would have a net area, according to this plan, of 7,075 square feet, with an additional 15-foot wide driveway, or "panhandle" area of 1,019 square feet, having street frontage of 15.00 feet on California Street.

It appears to me that this plan, if implemented, would violate provision "E." of the Declaration of Restrictions set forth above, since the 7,075 square foot "building plot" of "New Parcel 2" would have an area of less than 8,000 square feet, as required thereby. Moreover, I believe that any other owner of a lot or parcel of land in Tract 295 could bring legal action to enforce that provision of the Declaration of Restrictions by seeking to enjoin Madison Fund, LLC from proceeding with such a plan.

You have provided me with information indicating that Madison Fund, LLC asserts that the subject property is not one, but two separate legal parcels, or "lots," and that it now proposes to proceed with a boundary line adjustment application in order to accomplish its plan of subdivision. In my opinion that assertion is plainly wrong, as evidenced by the McMinn deed, and the deeds following it in the chain of title. The subject property is indisputably one undivided legal parcel, not two separate "lots."

Therefore, I believe that any other owner of a lot or parcel of land in Tract 295 could bring legal action for declaratory relief, as well as for an injunction, to prevent Madison Fund, LLC from accomplishing its plan to subdivide the subject property by means of such a boundary line adjustment procedure, doing so under the false premise that the subject property is already comprised of two separate legal parcels.

I have no further opinion to state.



Jim Weller



*Campbell Village
Neighborhood Association*

January 28th, 2016
865 Briarwood Way
Campbell, CA 95008

Dear Mayor Baker, Vice Mayor Gibbons, and Honorable Councilmembers,

In June 2015 the Campbell Village Neighborhood Association unanimously approved two items.

First, our neighborhood specifically allocated a contribution of \$100 towards the completion of the statue celebrating Campbell's agricultural roots. This statue, an anonymous fruit picker hard at work, is an important symbol of the heart of the Orchard City.

It is our understanding this statue will be placed at Campbell Park. We ask you to prioritize this project so that it is completed within the coming fiscal year, 2016-2017.

Secondly, our neighborhood wishes to see the City continue to invest in public art, an excellent example being the very successful "Art in the Box" program, currently underway, in both the coming fiscal year and in the years ahead.

Sincerely yours,

Lisa M. Harmer, MD, MBA
Campbell Village Neighborhood Association President

Cc: Mark Linder, City Manager
Paul Kermoyan, Community Development Director