



City Council Agenda

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

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

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

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

Public comment will also be accepted via email at ClerksOffice@campbellca.gov until 12:00p.m. prior to the start of the meeting. Written comments will be posted on the website and distributed to the Council. If you choose to email your comments, please indicate in the subject line "FOR PUBLIC COMMENT" and indicate the item number.

****AMENDED AGENDA 5/30/25 *To update Item 1 - Approve the Executive Session Meeting Minutes of May 20, 2025. *To reflect the addition of Item 12 - Adoption of Ordinance 2330 Approving the FY 2026 Business License Tax Rates.***

REGULAR MEETING OF THE CAMPBELL CITY COUNCIL

Tuesday, June 3, 2025 – 7:00 p.m.

City Hall Council Chamber – 70 N. First Street

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATIONS AND PROCLAMATIONS

NOTE: Items listed under Special Presentations and Proclamations are considered ceremonial. The City Council will not take action on these matters.

COMMUNICATIONS AND PETITIONS

ORAL REQUESTS

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

COUNCIL ANNOUNCEMENTS

CONSENT CALENDAR

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

- *1. **Minutes of City Council Executive Session Meeting of May 20, 2025**
Recommended Action: Approve the executive session minutes of May 20, 2025.
2. **Minutes of City Council Regular Meeting of May 20, 2025**
Recommended Action: Approve the regular meeting minutes of May 20, 2025
3. **Approving Bills and Claims**
Recommended Action: Approve the bills and claims in the amount of \$3,858,822.12.
4. **Monthly Investment Transactions Report (April 2025)**
Recommended Action: That the City Council review and accept the Monthly Investment Transactions Report for April 2025.
5. **Monthly Treasurer's Report (April 2025)**
Recommended Action: That the City Council review and accept the Monthly Treasurer's Report for the month ended April 30, 2025.
6. **Renewal of License Agreement with Campbell Pony Baseball League for Use of the Baseball Field, Concession Building, and Associated Areas at John D. Morgan Park (Resolution/Roll Call Vote)**
Recommended Action: That the City Council approve an addendum to renew the license agreement with Campbell Pony Baseball League for the use of the enclosed baseball field, concession building and associated areas at John D. Morgan Park for the period of July 1, 2025 - June 30, 2028 and authorize the City Manager to execute.
7. **Resolution Approving the First Amendment to the Contract with the County of Santa Clara to Provide a Senior Nutrition Program for Fiscal Year 2025-26 and Authorizing the City Manager to Execute the First Amendment to the Contract (Resolution/Roll Call Vote)**
Recommended Action: That the City Council adopt a Resolution approving the First Amendment to the Contract with the County of Santa Clara for the provision of congregate meal services and providing funding for Campbell's Senior Nutrition Program for Fiscal Year 2025-26 and authorizing the City Manager to execute the First Amendment to the Contract.

8. **Agreement with MoonChef, LLC to Provide Catered Meals for the Senior Nutrition Program for Fiscal Year 2025-26 (Resolution/Roll Call Vote)**
Recommended Action: That the City Council adopt a Resolution approving an agreement and authorizing the City Manager to execute the agreement with MoonChef, LLC to provide catered meals for the Senior Nutrition Program during Fiscal Year 2025-26.
9. **Approval of Transportation Development Act (TDA) Article 3 Grant Application for Fiscal Year 2025/26(Resolution/Roll Call Vote)**
Recommended Action: That the City Council adopt the attached resolution authorizing the Interim Public Works Director to submit a grant application to the Santa Clara Valley Transportation Authority (VTA) for \$52,056 in Transportation Development Act (TDA) Article 3 Guarantee Funds for the Campbell Bicycle and Pedestrian Project Fiscal Year (FY) 25/26.
10. **Preliminary Approval of Engineer's Report and Adoption of Resolution of Intention, Lighting and Landscaping District LLA-1, Fiscal Year (FY) 2025-26 and Set Time and Place for Public Hearing (Resolution/Roll Call Vote)**
Recommended Action: That the City Council adopt a resolution preliminarily approving the Engineer's Report for the annual levy and collection of assessments for City of Campbell Lighting District LLA-1 for Fiscal Year 2025-26; and adopt a resolution declaring Council's intention to levy and collect assessments within the City of Campbell Lighting District LLA-1 for (FY) 2025-26 and setting forth the time and place for a required Public Hearing.
11. **Excess Workers' Compensation Coverage Contract Extension (Resolution/Roll Call Vote)**
Recommended Action: That the City Council adopt a resolution approving an extension of its current agreement with Midwest Employers' Casualty Company to provide excess worker's compensation liability coverage for Fiscal Year 2026 for the estimated annual premium amount of \$131,198 and authorizing the City Manager to execute any necessary documents or amendment related to the extension.
- *12. **Ordinance 2330 Adopting FY 2026 Business License Tax Rates (Ordinance/Roll Call Vote)**
Recommended Action: That the City Council take second reading to adopt Ordinance 2330 amending provisions of the Campbell Municipal Code to revise the business license tax rates, effective in Fiscal Year (FY) 2026.
13. **Downtown Special Event Permit - DCBA Campbell Classic Car Show (Resolution/Roll Call to Vote)**
Recommended Action: That the City Council adopt a Resolution approving (1) the issuance of a Downtown Special Event Permit (Permit) for the Downtown Campbell Business Association (DCBA)'s Campbell Classic Car Show (Car Show) 2025, subject to the findings and conditions of approval as described in the Resolution; and (2) the issuance of a Permit for the DCBA's Car Show in 2026 and 2027, subject to the DCBA's compliance with all applicable City policies

and procedures and subject to the approval of the City Manager and Chief of Police.

14. **Commending Police Records Specialist Brenda Roush for Over 10 Years of Outstanding Service to the City of Campbell**
Recommended Action: Adopt the attached Resolution commending Police Records Specialist Brenda Roush upon her retirement after over 10 years of outstanding service with the City of Campbell Police Department.
15. **Resolution Commending Sergeant Mark Cutler for 30 Years of Service to the City of Campbell (Resolution/Roll Call Vote)**
Recommended Action: That the City Council adopt a Resolution commending Sergeant Mark Cutler for his 30 Years of Service to the City of Campbell.

PUBLIC HEARINGS AND INTRODUCTION OF ORDINANCES

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

16. **Introduction of Proposed Fiscal Year (FY) 2026 Operating Budget and 2026 - 2030 Five-Year Capital Improvement Plan (CIP)**
Recommended Action: That the City Council review the Proposed Fiscal Year (FY) 2026 Operating Budget and 2026-2030 Capital Improvement Plan (CIP) as presented; provide direction to staff to proceed with finalizing the budget; and establish June 17, 2025 as the date for a public hearing and adoption of the FY 2026 Operating Budget and CIP, as well as the Gann Appropriations Limit.

NEW BUSINESS

17. **Approval of Plans and Specifications, Authorization to Solicit Bids, Award and Approve Contract, and Other Associated Actions for the Hamilton Avenue Rehabilitation and Complete Street Project (23-BB) (Resolution/Roll Call Vote)**
Recommended Action: That the City Council adopt a resolution: 1) approving the Plans and Specifications for the Hamilton Avenue Rehabilitation and Complete Streets Project (23-BB), 2) authorizing the solicitation of bids; 3) awarding and approving the subsequent construction contract to the lowest, responsive bidder, in an amount not to exceed \$12,772,800, plus a 10% contingency of \$1,277,200; 4) authorizing the City Manager to execute said contract as specified in Campbell Municipal Code Section 3.20.100; and 5) authorizing the City Engineer to negotiate and execute contract change orders up to and within the allocated construction contingency; 6) authorizing the Public Works Director to reject bids and rebid the project, should bids received have unamenable irregularities; 7) authorizing the Finance Director to perform associated budget adjustments; and 8) approving Cost Share Agreements with the County of Santa Clara and City of San Jose and authorizing the City Manager to enter into said agreements.

UNFINISHED BUSINESS

COUNCIL COMMITTEE REPORTS

18. Council Committee Reports

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

ADJOURN

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

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

CITY COUNCIL MINUTES

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



*CITY COUNCIL EXECUTIVE SESSION

Tuesday, May 20, 2025 - 6:00 p.m.
Doetsch Conference Room
70 N. First Street, Campbell, California

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

CALL TO ORDER

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

ROLL CALL

Attendee Name	Title	Status
Anne Bybee	Councilmember	Present
Terry Hines	Councilmember	Present
Elliot Scozzola	Councilmember	Present
Dan Furtado	Vice Mayor	Present
Sergio Lopez	Mayor	Present

PUBLIC COMMENT

There was no public comment.

MOVE INTO CLOSED EXECUTIVE SESSION

CITY COUNCIL EXECUTIVE SESSION

- A. Personnel
- B. Litigation
- C. Real Property
- D. **Labor Negotiations** - Pursuant to G.C. Section 54957.6: Conference with Labor Negotiator - Agency Designated Representatives: City Council, City Manager, Brian Loventhal
Employee Organizations: Campbell Municipal Employees Association (CMEA); Campbell Police Civilian Employees Association (CPCEA); Carpenters;

Management Employees; and Confidential Employees

The City Council met in Executive Session to discuss Item D – Labor Negotiations. City Manager Loventhal, City Attorney Seligmann, Assistant City Manager Gaeta, and Human Resources Manager Chang were in attendance.

ADJOURN

Mayor Lopez adjourned the meeting at 6:35 PM.

APPROVED:

ATTEST:

Sergio Lopez, Mayor

Andrea Sanders, City Clerk

Minutes Acceptance: Minutes of May 20, 2025 6:00 PM (CONSENT CALENDAR)

CITY COUNCIL MINUTES

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



REGULAR MEETING OF THE CAMPBELL CITY COUNCIL

Tuesday, May 20, 2025 7:00 p.m.

City Hall Council Chamber – 70 N. First Street

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

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

CALL TO ORDER

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

ROLL CALL

Attendee Name	Title	Status
Anne Bybee	Councilmember	Present
Terry Hines	Councilmember	Present
Elliot Scozzola	Councilmember	Present
Dan Furtado	Vice Mayor	Present
Sergio Lopez	Mayor	Present

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Walton Li, Founder & President of TeamHBV on behalf of Hepatitis B Awareness Month.

Mayor Lopez presented Mr. Li a Certificate of Appreciation for leading the Pledge of Allegiance.

SPECIAL PRESENTATIONS AND PROCLAMATIONS

- Proclamation Declaring May 18 - 25, 2025 as Hepatitis B Awareness Week in the City of Campbell**
Recommended Action: That the Mayor proclaim May 18 - 25, 2025 as Hepatitis B Awareness Week in the City of Campbell.

Mayor Lopez provided information and declared May 18 – 25, 2025 as Hepatitis B Awareness Week in the City of Campbell. He presented Walton Li, Founder & President of TeamHBV a Proclamation.

Walton Li, Youth Ambassador from the Stanford Liver Center thanked the City Council for the proclamation and provided information about Hepatitis B testing and vaccinations.

The City Council thanked Mr. Li for his outreach and bringing awareness to the community.

2. **Proclamation Declaring the Month of May 2025 as “Affordable Housing Month” in the City of Campbell**

Recommended Action: That the Mayor proclaim the Month of May 2025 as Affordable Housing Month in the City of Campbell.

Mayor Lopez provided information and declared the Month of May 2025 as Affordable Housing Month in the City of Campbell. He presented a proclamation to Manuel Salazar, Housing Planning and Production Associate from SV@Home and Eloiza Murillo-Garcia, Campbell Housing Program Manager.

Mr. Salazar thanked the City Council for the recognition and their efforts to make Campbell a pro-housing City.

Ms. Murillo-Garcia thanked the Council for recognizing the important work that is done for housing in the community.

The City Council all thanked Mr. Salazar and Ms. Murillo-Garcia for their leadership and taking big strides towards the City’s housing goals.

3. **Proclamation Declaring the Week of May 18 - 24, 2025, National Public Works Week**

Recommended Action: That the Mayor proclaim the week of May 18-24, 2025, as National Public Works Week for the City of Campbell.

Mayor Lopez proclaimed the week of May 18-24, 2025, as National Public Works Week for the City of Campbell and presented the Public Works staff with a proclamation.

Interim Public Works Manager Olay and Public Works staff thanked the City Council for their recognition. Ms. Olay stated she is proud of the work that is done and proud of the department.

The City Council expressed their appreciation to the Public Works Department.

COMMUNICATIONS AND PETITIONS

There were no communications and petitions.

ORAL REQUESTS

There were no oral requests.

COUNCIL ANNOUNCEMENTS

Are you interested in getting more involved in the Campbell community? The City Clerk's Office is currently accepting applications for commissioners to serve on the Historic Preservation Board, Civic Improvement Commission, and Planning Commission. This is an exciting opportunity to contribute to important decisions that impact our community. If you're interested in serving, contact the City Clerk's Office at ClerksOffice@campbellca.gov or 408-866-2117 for additional information. Applications close at 5:00 PM on Friday, July 18, 2025, so don't miss your chance to make a difference!

Join the Campbell Veterans Memorial Foundation in honoring the men and women who have died while serving in the United States military on Monday, May 26 from 9:00 am to 10:00 am at the Orchard City Green located here at City Hall.

The summer edition of the Recreation Activity Guide is now available online, offering a variety of exciting programs for all ages! Whether you're looking for fun activities or planning a summer adventure at day camp, there's something for everyone. Space is available for summer day camps, which run from June 16 through August 8. For additional details about these programs, contact the Recreation Department at daycamp@campbellca.gov.

Join the incredible team of volunteers who bring upcoming productions at the Heritage Theatre to life! Volunteers contribute to various roles, including ticket taking, ushering, greeting guests, and more. Whether you love the arts, enjoy meeting new people, or simply want to give back to the community, there's a place for you! Volunteer applications and additional details about the Volunteer Program can be found online at heritagetheatre.org.

Registration opens July 1 for Fall 2025 Adult Volleyball League. There are three divisions, beginner, intermediate and advanced. Ten weeks of play Wednesday nights between September 3 through November 12 at the Community Center Gym. For more information, please visit campbellca.gov/recreation.

City offices will be closed for business Monday, May 26 in observance of Memorial Day. Police and emergency services will remain open.

The Historic Downtown Campbell Car Show will be held on June 7 from 9:00am to 3:00 pm. Please come out and enjoy the family fun atmosphere.

CONSENT CALENDAR

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

The Consent Calendar was considered as follows:

- 4. **Minutes of City Council Executive Session Meeting of May 6, 2025**
Recommended Action: Approve the executive session meeting minutes of May 6, 2025.

This action approves the executive session meeting minutes of May 6, 2025.

- 5. **Minutes of City Council Regular Meeting of May 6, 2025**
Recommended Action: Approve the regular meeting minutes of May 6, 2025.

This action approves the regular meeting minutes of May 6, 2025.

- 6. **Approving Bills and Claims**
Recommended Action: Approve the bills and claims in the amount of \$2,526,122.92.

This action approves the bills and claims in the amount of \$2,526,122.92 as follows: bills and claims dated April 21, 2025, in the amount of \$1,266,546.06; payroll checks dated April 24, 2025, in the amount of \$35,528.39; and bills and claims dated April 28, 2025.

- 7. **Accept the Service Center Portable Building Replacement Project 17-SS and File the Notice of Completion (Resolution/Roll Call Vote)**

Recommended Action: That the City Council adopt a resolution accepting the Service Center Portable Building Replacement Project (CIP No. 17-SS); directing the Public Works Director or designee to file the Notice of Completion; and authorizing the Finance Director to perform a budget adjustment.

Resolution 13288 accepts the Service Center Portable Building Replacement Project (CIP No. 17-SS); directs the Public Works Director or designee to file the Notice of Completion; and authorizes the Finance Director to perform a budget adjustment.

- 8. **Approve the 1-Year Extension of City's Financial Audit Services Contract (Resolution/Roll Call Vote)**

Recommended Action: That the City Council adopt a resolution approving and authorizing the City Manager to execute the amendment with Eide Bailly LLP for professional audit services.

Resolution 13289 approves and authorizes the City Manager to execute the amendment with Eide Bailly LLP for professional audit services.

M/S: Bybee/Scozzola – That the City Council approve the Consent Calendar. The motion was adopted by the following roll call vote:

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

Minutes Acceptance: Minutes of May 20, 2025 7:00 PM (CONSENT CALENDAR)

PUBLIC HEARINGS AND INTRODUCTION OF ORDINANCES

9. **Public Hearing Pursuant to Government Code Section 3502.3 to Receive a Report on City Of Campbell Vacancies, and Recruitment, and Retention Efforts**

Recommended Action: Receive the informational report on City of Campbell Vacancies, and Recruitment and Retention Efforts Pursuant to Government Code Section 3502.3.

Now is the time and place for a public hearing to consider an informational report on City of Campbell Vacancies, and Recruitment and Retention Efforts Pursuant to Government Code Section 3502.3.

Human Resources Manager Chang presented a staff report dated May 6, 2025.

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

Shannon Brangan, CMEA Representative, spoke about their bargaining groups vacant positions, the impacts of vacancies on existing staff, and recruitment and retention efforts.

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

After discussion, **M/S: Hines/Bybee – That the City Council receive the informational report on City of Campbell Vacancies, and Recruitment and Retention Efforts Pursuant to Government Code Section 3502.3. The motion was adopted by the following roll call vote:**

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

NEW BUSINESS

10. **Resolution Authorizing the Use of Fiscal Year 2025/26 Road Maintenance and Rehabilitation Account (RMRA) Funds for Annual Street Maintenance (FY2023 through FY2026) for Resurfacing of Hamilton Avenue, Project 23-BB (Resolution/Roll Call Vote)**

Recommended Action: That the City Council adopt a resolution authorizing the use of Fiscal Year 2025/26 Road Maintenance and Rehabilitation Account (RMRA) Funds for the Annual Street Maintenance (FY2023 through FY2026) for the resurfacing of Hamilton Avenue, Project 23-BB.

Interim Public Works Director Olay presented a staff report dated May 6, 2025.

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

Minutes Acceptance: Minutes of May 20, 2025 7:00 PM (CONSENT CALENDAR)

After discussion, **M/S: Scozzola/Bybee** – That the City Council adopt **Resolution 13290** authorizing the use of Fiscal Year 2025/26 Road Maintenance and Rehabilitation Account (RMRA) Funds for the Annual Street Maintenance (FY2023 through FY2026) for the resurfacing of Hamilton Avenue, Project 23-BB. The motion was adopted by the following roll call vote:

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

UNFINISHED BUSINESS

11. **Approval and Authorization to Execute a Fourth Amendment to the Consultant Services Agreement with LPA, Inc., in the Amount of \$304,416, for Additional Design and Administrative Support Services During Construction of the Measure O – Police Operations Building Project (CIP No. 23-RR), and a 20% Contingency Amount of \$60,883 for Potential Service Modifications and Their Associated Costs (Resolution/Roll Call Vote)**

Recommended Action: That the City Council adopt a resolution: 1) approving a fourth amendment to the consultant services agreement with LPA, Inc., in an amount not to exceed \$304,416, for additional design and administrative support services during construction of the Measure O - Police Operations Building Project (CIP No. 23-RR); 2) authorizing a 20% contingency amount of \$60,883 for potential service modifications and their associated costs; 3) authorizing the Public Works Director to negotiate and execute service orders up to and within the allocated contingency amount; 4) authorizing the City Manager to execute the fourth amendment as specified in Campbell Municipal Code Section 3.20.100; and 5) authorizing the Finance Director to perform a budget adjustment for the appropriation of funds to cover the additional services and associated costs. Sr. Project Manager Castellanos presented a staff report dated May 6, 2025.

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

The City Council discussed change orders related to storage spaces, offices and conference rooms.

It was discussed that while additional storage for housing records is needed, office space is also a high priority.

After discussion, **M/S: Bybee/Hines** – That the City Council adopt **Resolution 13291: 1) approving a fourth amendment to the consultant services agreement with LPA, Inc., in an amount not to exceed \$304,416, for additional design and administrative support services during construction of the Measure O - Police Operations Building Project (CIP No. 23-RR); 2) authorizing a 20% contingency amount of \$60,883 for potential service**

modifications and their associated costs; 3) authorizing the Public Works Director to negotiate and execute service orders up to and within the allocated contingency amount; 4) authorizing the City Manager to execute the fourth amendment as specified in Campbell Municipal Code Section 3.20.100; and 5) authorizing the Finance Director to perform a budget adjustment for the appropriation of funds to cover the additional services and associated costs. The motion was adopted by the following roll call vote:

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

COUNCIL COMMITTEE REPORTS

12. **Council Committee Reports**

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

Councilmember Scozzola attended meetings of Silicon Valley Clean Energy (SVCE); was appointed Chair of SVCE Legislative Action Committee; attended the Boogie Festival; the Valley Transportation Authority (VTA) Joint Advisory Committee meeting; the Boy Scouts of America Eagle Scout recognition event at Villa Ragusa; and recognized the Campbell Recreation department social media campaign for their efforts.

Vice Mayor Furtado attended the annual Sheriffs Office Memorial Ceremony with Councilmembers Hines and Bybee; and the Santa Clara County Mayors meeting on behalf of Mayor Lopez.

Councilmember Hines attended the Peace Officers Memorial; Music in the Valley in San Jose District 9; the City All Hands meeting; and the Boogie Festival. He spoke of La Pizzeria for their great food and service.

Councilmember Bybee attended the Cities Association of Santa Clara County; the All Hands meeting; and the Boogie Festival.

Mayor Lopez attended the Boogie Festival, the Scouting America Breakfast; the All Hands meeting; and attended the SOMOS Mayfair annual fundraiser Gracias a la Vida.

ADJOURN

Mayor Lopez adjourned the meeting at 8:10 PM.

APPROVED:

Minutes Acceptance: Minutes of May 20, 2025 7:00 PM (CONSENT CALENDAR)

ATTEST:

Sergio Lopez, Mayor

Andrea Sanders, City Clerk

Minutes Acceptance: Minutes of May 20, 2025 7:00 PM (CONSENT CALENDAR)



*City
Council
Report*

Item: 3
Category: CONSENT CALENDAR
Meeting Date: June 3, 2025

TITLE: Approving Bills and Claims

RECOMMENDED ACTION

Approve the bills and claims in the amount of \$3,858,822.12.

DISCUSSION

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

<u>Type</u>	<u>Check Date</u>	<u>Amount</u>
Bills & Claims	May 5, 2025	\$2,269,039.50
Payroll	May 8, 2025	\$75,684.00
Bills & Claims	May 12, 2025	\$1,514,098.62
	Total	\$3,858,822.12

FISCAL IMPACT

Michael Nakamura

Prepared by:

Michael Nakamura, Accounting Clerk II

Reviewed by:

Norite Vong, Assistant Finance Director

Approved by:



Brian Loventhal, City Manager



*City
Council
Report*

Item: 4
Category: CONSENT CALENDAR
Meeting Date: June 3, 2025

TITLE: Monthly Investment Transactions Report (April 2025)

RECOMMENDED ACTION

That the City Council review and accept the Monthly Investment Transactions Report for April 2025.

BACKGROUND

As required by California Government Code (GC) Section 53607, staff will submit to the City Council Monthly Investment Transaction Reports within 45 days of the prior month end that show a listing of investments purchased, sold, called, or that have reached maturity, along with any Local Agency Investment Fund (LAIF) transfers. This is in addition to the Quarterly Investment Report, which shows a number of other items listed under Section VII.A of the City's Investment Policy and is also submitted to the City Council within 45 days from the end of the prior quarter.

DISCUSSION

This Monthly Investment Transaction Report covers April 2025. As shown in **Attachment A**, staff made \$9.8 million in deposits along with \$2.9 million in withdrawals within the City's main Local Agency Investment Fund (LAIF) account to manage operating cash flow. The monthly LAIF investment rate dropped slightly to 4.281% but has held relatively flat the past several months. \$340,000 in interest was received over Q3. From the Measure O 2022 bond account, \$5.4 million was withdrawn to cover March 2025 project expenditures and \$263,000 in quarterly interest was received. Within the City's BNY investment custodial account, \$550,000 in new investments were purchased one (1) ABS (Asset-backed security) for \$65,000, one (1) Corporate bond for \$185,000 and one (1) US Treasury for \$300,000; offset by one (1) US Treasury for \$350,000 that was sold. \$81,000 in net interest, dividends and gains was received and \$200,000 was transferred out of money market cash equivalents within the account to cover the trade activity. Consistent with the recommended FY2024-25 Investment Strategy approved by the City Council on September 17, 2024, staff and the City's investment advisors continue to watch for moderately long-term investment opportunities outside of LAIF, as interest rates remain high but have stabilized to provide the highest yet still safe returns, consistent with the City's Investment Policy. Please note that all investment purchases made adhere to the City's Investment Policy.

FISCAL IMPACT

There is no fiscal impact associated with the review and acceptance of the Monthly Investment Transactions Report.

Prepared by:



John Formale, Accountant

Reviewed by:



Will Fuentes, Finance Director

Approved by:



Brian Loventhal, City Manager

Attachment:

- a. Monthly Investment Activity Report-4.30.25
- b. Chandler BNY Investment statement- 4.30.25

CITY OF CAMPBELL
 Monthly Investment Transactions Report
 April 1 to April 30 2025

<u>Account</u>	<u>Trans. Date</u>	<u>April'25</u>
LAIF - *****133, Main account		
Average Monthly Yield		4.281%
Beginning Balance		\$ 27,327,788
<u>Transactions</u>		
Deposit	4/1/2025	1,200,000
Withdrawal	4/7/2025	(1,000,000)
Withdrawal	4/9/2025	(800,000)
Withdrawal	4/14/2025	(700,000)
Quarterly interest	4/15/2025	339,861
Deposit	4/16/2025	1,100,000
Deposit	4/17/2025	2,100,000
Deposit	4/18/2025	2,100,000
Deposit	4/21/2025	2,100,000
Withdrawal	4/23/2025	(400,000)
Deposit	4/25/2025	1,200,000
		<u>7,239,861</u>
Ending Balance		\$ 34,567,649

<u>Account</u>	<u>Trans. Date</u>	<u>April'25</u>
LAIF - *****032, MEAS O, Series 2022		
Average Monthly Yield		4.281%
Beginning Balance		\$ 21,940,792
<u>Transactions</u>		
Quarterly interest	4/15/2025	262,582
Principal drawdown- MEAS O March expenditures	4/16/2025	(5,422,000)
		<u>(5,159,418)</u>
Ending Balance		\$ 16,781,374

<u>Account***</u>	<u>Trans. Date</u>	<u>April'25</u>
Bank of New York (BNY) - *****818		
Beginning Balance		20,360,289
<i>Note: Purchases listed at par value, see Chandler Monthly Statement for detail</i>		
<u>Transactions</u>		
Purchase (1)- Asset-backed security	-	65,000
Purchases (1)- Corporate Bond	-	185,000
Purchases (1)- US Treasury	-	300,000
Sale (1)- US Treasury	-	(350,000)
Interest	-	73,043
Dividends	-	2,756
Real G/L	-	(701)
Other accruals	-	5,785
MM xfrs	-	(200,000)
		<u>80,883</u>
Ending Balance		20,441,172

<u>Total of all Investments</u>		
Beginning	\$	69,628,869
Ending	\$	71,790,195

Attachment: Monthly Investment Activity Report-4.30.25 (Monthly Investment Transactions Report April 2025)



4.b

MONTHLY ACCOUNT STATEMENT

City of Campbell | Account #11214 | As of April 30, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

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

Custodian:

Bank of New York Mellon

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

Statement: Chandler BNY Investment statement- 4.30.25 (Monthly Investment Transactions Report April 2025)

PORTFOLIO SUMMARY

City of Campbell | Account #11214 | As of April 30, 2025

Portfolio Characteristics

Average Modified Duration	2.57
Average Coupon	3.86%
Average Purchase YTM	3.93%
Average Market YTM	4.02%
Average Credit Quality*	AA+
Average Final Maturity	3.05
Average Life	2.65

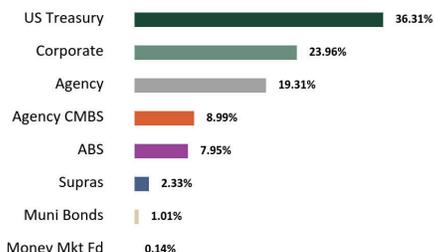
Account Summary

	End Values as of 03/31/2025	End Values as of 04/30/2025
Market Value	20,380,175.73	20,577,088.31
Accrued Interest	156,601.80	142,395.25
Total Market Value	20,536,777.54	20,719,483.56
Income Earned	65,573.98	68,462.88
Cont/WD	0.00	0.00
Par	20,445,355.32	20,523,528.58
Book Value	20,358,540.25	20,439,611.05
Cost Value	20,363,045.38	20,441,819.31

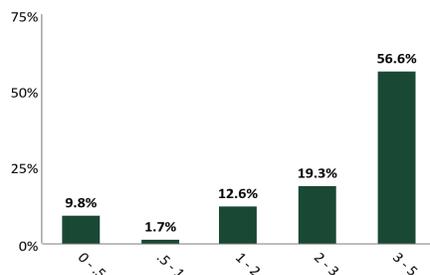
Top Issuers

Government of The United States	36.31%
Farm Credit System	9.70%
Federal Home Loan Banks	9.61%
FHLMC	8.99%
International Bank for Recon and Dev	2.33%
BMW Vehicle Owner Trust	1.97%
Toyota Motor Corporation	1.94%
Bank of America Corporation	1.48%

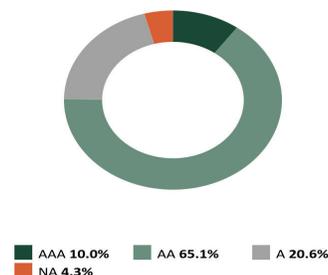
Sector Allocation



Maturity Distribution



Credit Quality (S&P)



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (03/01/25)
City of Campbell	0.89%	--	--	--	--	--	--	--	--
Benchmark Return	0.98%	--	--	--	--	--	--	--	--

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

**Periods over 1 year are annualized.

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

RECONCILIATION SUMMARY



4.b

City of Campbell | Account #11214 | As of April 30, 2025

Maturities / Calls	
Month to Date	0.00
Fiscal Year to Date	(6,000,000.00)

Principal Paydowns	
Month to Date	(8,398.66)
Fiscal Year to Date	(40,140.54)

Purchases	
Month to Date	665,346.12
Fiscal Year to Date	33,532,852.54

Sales	
Month to Date	(575,363.72)
Fiscal Year to Date	(24,025,965.23)

Interest Received	
Month to Date	75,799.16
Fiscal Year to Date	592,215.20

Purchased / Sold Interest	
Month to Date	5,784.58
Fiscal Year to Date	(49,018.43)

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Book Value	20,358,540.25	16,999,954.61
Maturities/Calls	0.00	(6,000,000.00)
Principal Paydowns	(8,398.66)	(40,140.54)
Purchases	665,346.12	33,532,852.54
Sales	(575,363.72)	(24,025,965.23)
Change in Cash, Payables, Receivables	(2,109.25)	647.24
Amortization/Accretion	1,085.70	(1,790.55)
Realized Gain (Loss)	510.61	(25,947.03)
Ending Book Value	20,439,611.05	20,439,611.05

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Market Value	20,380,175.73	16,694,837.11
Maturities/Calls	0.00	(6,000,000.00)
Principal Paydowns	(8,398.66)	(40,140.54)
Purchases	665,346.12	33,532,852.54
Sales	(575,363.72)	(24,025,965.23)
Change in Cash, Payables, Receivables	(2,109.25)	647.24
Amortization/Accretion	1,085.70	(1,790.55)
Change in Net Unrealized Gain (Loss)	115,841.79	442,594.71
Realized Gain (Loss)	510.61	(25,947.03)
Ending Market Value	20,577,088.31	20,577,088.31

HOLDINGS REPORT



4.b

City of Campbell | Account #11214 | As of April 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
891940AC2	TAOT 2023-A A3 4.63 09/15/2027	109,859.47	11/14/2024 4.63%	109,902.38 109,892.13	100.04 4.60%	109,904.28 226.07	0.53% 12.15	NA/AAA AAA	2.38 0.58
47800RAD5	JDOT 2024 A3 4.96 11/15/2028	200,000.00	02/20/2025 4.63%	201,203.13 201,119.86	101.09 4.31%	202,186.78 440.89	0.98% 1,066.92	Aaa/NA AAA	3.54 1.54
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	400,000.00	-- 4.69%	404,156.25 403,747.70	101.27 4.23%	405,073.88 345.33	1.97% 1,326.18	Aaa/AAA NA	3.85 1.21
89239TAD4	TAOT 2024-D A3 4.4 06/15/2029	60,000.00	10/10/2024 4.51%	59,996.65 59,997.04	100.51 4.10%	60,307.03 117.33	0.29% 310.00	Aaa/AAA NA	4.11 1.51
02589BAE0	AMXCA 2024-3 A 4.65 07/15/2027	200,000.00	02/20/2025 4.57%	200,546.88 200,503.71	101.35 4.04%	202,708.20 413.33	0.99% 2,204.49	NA/AAA AAA	2.21 2.00
34535VAD6	FORDO 2024-D A3 4.61 08/15/2029	120,000.00	11/19/2024 4.66%	119,996.15 119,996.51	100.98 4.15%	121,179.59 245.87	0.59% 1,183.08	Aaa/NA AAA	4.21 1.94
38014AAD3	GMCAR 2024-4 A3 4.4 08/16/2029	60,000.00	10/08/2024 4.32%	59,988.44 59,989.73	100.61 4.03%	60,364.46 110.00	0.29% 374.73	Aaa/AAA NA	4.30 1.41
47800DAD6	JDOT 2025 A3 4.23 09/17/2029	100,000.00	03/04/2025 5.09%	99,993.71 99,993.90	100.32 4.13%	100,318.45 188.00	0.49% 324.55	Aaa/NA AAA	4.31 2.31
92970QAE5	WFCIT 2024-2 A 4.29 10/15/2029	110,000.00	10/17/2024 4.29%	109,983.65 109,985.35	100.43 4.14%	110,474.30 209.73	0.54% 488.95	Aaa/AAA NA	4.41 2.21
89231HAD8	TAOT 2025-B A3 4.34 11/15/2029	65,000.00	04/24/2025 4.82%	64,996.28 64,996.28	100.58 4.13%	65,375.77 7.84	0.32% 379.48	NA/AAA NA	4.54 2.21
58773DAD6	MBART 2025-1 A3 4.78 12/17/2029	115,000.00	01/14/2025 4.84%	114,975.54 114,976.88	101.42 4.03%	116,631.07 244.31	0.57% 1,654.19	Aaa/NA AAA	4.61 1.71
362955AD8	GMCAR 2025-1 A3 4.62 12/17/2029	80,000.00	01/09/2025 5.03%	79,994.06 79,994.41	101.03 4.06%	80,825.61 154.00	0.39% 831.20	Aaa/NA AAA	4.61 1.71
Total ABS		1,619,859.47	4.67%	1,625,733.12	100.96	1,635,349.41	7.95%		3.71
AGENCY									
3130APFH3	FEDERAL HOME LOAN BANKS 0.81 07/29/2025	1,000,000.00	10/29/2021 0.81%	1,000,000.00 1,000,000.00	99.14 4.35%	991,412.11 2,070.00	4.82% (8,587.89)	Aaa/AA+ AA+	0.21 0.21
3130ANVB3	FEDERAL HOME LOAN BANKS 0.8 09/17/2025	1,000,000.00	09/17/2021 0.80%	1,000,000.00 1,000,000.00	98.70 4.28%	987,045.53 977.78	4.80% (12,954.47)	Aaa/AA+ AA+	0.31 0.31
3133ENZC7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.12 06/22/2026	1,000,000.00	06/22/2022 4.12%	1,000,000.00 1,000,000.00	99.86 4.24%	998,618.80 14,763.33	4.85% (1,381.20)	Aaa/AA+ AA+	1.11 1.01

HOLDINGS REPORT



4.b

City of Campbell | Account #11214 | As of April 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3133ENZ9	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.96 07/12/2027	1,000,000.00	07/12/2022 3.96%	1,000,000.00 1,000,000.00	99.66 4.12%	996,624.82 11,990.00	4.84% (3,375.18)	Aaa/AA+ AA+	2.20 2.00
Total Agency		4,000,000.00	2.43%	4,000,000.00	4.25%	3,973,701.26 29,801.11	19.31% (26,298.74)		1.00 0.90

AGENCY CMBS									
3137BSRE5	FHMS K-059 A2 3.12 09/25/2026	250,000.00	11/21/2024 4.55%	243,691.41 245,219.58	98.57 4.12%	246,417.18 650.00	1.20% 1,197.60	Aaa/AAA AAA	1.40 1.20
3137FJEH8	FHMS K-081 A2 3.9 08/25/2028	250,000.00	11/21/2024 4.53%	244,335.94 244,993.38	99.53 4.00%	248,814.53 812.50	1.21% 3,821.15	Aaa/AA+ AAA	3.30 3.00
3137FKSH0	FHMS K-086 A2 3.859 11/25/2028	150,000.00	09/18/2024 3.82%	150,005.86 150,005.00	99.30 4.03%	148,945.20 482.38	0.72% (1,059.80)	Aaa/AA+ AA+	3.50 3.20
3137FLN91	FHMS K-091 A2 3.505 03/25/2029	300,000.00	11/14/2024 4.62%	287,074.22 288,422.21	97.99 4.05%	293,961.48 876.25	1.43% 5,539.27	Aaa/AAA AA+	3.90 3.40
3137FMCR1	FHMS K-093 A2 2.982 05/25/2029	150,000.00	10/16/2024 4.15%	142,921.88 143,744.02	96.07 4.05%	144,110.90 372.75	0.70% 366.87	Aaa/AA+ AAA	4.00 3.60
3137FNAEO	FHMS K-095 A2 2.785 06/25/2029	250,000.00	03/13/2025 4.39%	234,707.03 235,145.11	95.14 4.08%	237,861.60 580.21	1.16% 2,716.49	Aaa/AA+ AAA	4.10 3.70
3137FPHK4	FHMS K-098 A2 2.425 08/25/2029	300,000.00	10/17/2024 4.26%	276,445.31 279,024.98	93.54 4.09%	280,629.93 606.25	1.36% 1,604.95	Aaa/AA+ AAA	4.30 3.90
3137FRUJ8	FHMS K-105 A2 1.872 01/25/2030	275,000.00	03/17/2025 4.43%	244,868.16 245,592.15	90.46 4.13%	248,758.24 429.00	1.21% 3,166.08	Aaa/AA+ AAA	4.70 4.30
Total Agency CMBS		1,925,000.00	4.39%	1,824,049.81 1,832,146.42	96.18 4.07%	1,849,499.04 4,809.33	8.99% 17,352.62		3.60 3.30

CASH									
CCYUSD	Receivable	647.24	-- 0.00%	647.24 647.24	1.00 0.00%	647.24 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		647.24	0.00%	647.24 647.24	1.00 0.00%	647.24 0.00	0.00% 0.00		0.00 0.00

CORPORATE									
91324PEY4	UNITEDHEALTH GROUP INC 4.6 04/15/2027	240,000.00	09/18/2024 3.83%	244,346.40 243,272.98	101.12 4.00%	242,688.72 490.67	1.18% (584.26)	A2/A+ A	1.90 1.70
437076DB5	HOME DEPOT INC 4.875 06/25/2027	225,000.00	08/12/2024 4.25%	228,663.00 227,721.09	101.85 3.97%	229,168.25 3,839.06	1.11% 1,447.16	A2/A A	2.10 1.90

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Statement: Chandler BNY Investment statement- 4.30.25 (Monthly Investment Transactions Report April 2025)

HOLDINGS REPORT



4.b

City of Campbell | Account #11214 | As of April 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
02665WFK2	AMERICAN HONDA FINANCE CORP 4.9 07/09/2027	200,000.00	09/18/2024 4.03%	204,578.00 203,575.58	101.29 4.27%	202,585.72 3,048.89	0.98% (989.87)	A3/A- NA	2.15 2.00
78017FZQ9	ROYAL BANK OF CANADA 4.51 10/18/2027	250,000.00	11/05/2024 4.66%	249,005.00 249,167.75	100.11 3.44%	250,276.44 407.15	1.22% 1,108.69	A1/A AA-	2.41 1.40
857477CP6	STATE STREET CORP 4.33 10/22/2027	250,000.00	11/07/2024 4.54%	248,537.50 248,773.56	100.57 4.09%	251,422.54 270.63	1.22% 2,648.98	Aa3/A AA-	2.41 2.25
89115A3E0	TORONTO-DOMINION BANK 4.861 01/31/2028	225,000.00	01/28/2025 4.86%	225,000.00 225,000.00	101.39 4.31%	228,138.56 2,764.69	1.11% 3,138.56	A2/A- AA-	2.71 2.50
17275RBW1	CISCO SYSTEMS INC 4.55 02/24/2028	250,000.00	03/11/2025 4.32%	251,557.50 251,483.19	101.58 3.95%	253,950.03 2,117.01	1.23% 2,466.83	A1/AA- NA	2.81 2.50
00287YDY2	ABBVIE INC 4.65 03/15/2028	125,000.00	02/18/2025 4.70%	124,833.75 124,843.31	101.49 4.09%	126,857.80 1,049.48	0.62% 2,014.49	A3/A- NA	2.81 2.58
06406RBG1	BANK OF NEW YORK MELLON CORP 3.992 06/13/2028	225,000.00	09/05/2024 4.31%	223,128.00 223,567.27	99.48 4.65%	223,824.04 3,443.10	1.09% 256.76	Aa3/A AA-	3.11 1.98
46647PDG8	JPMORGAN CHASE & CO 4.851 07/25/2028	150,000.00	08/12/2024 4.62%	150,933.00 150,706.69	101.08 4.93%	151,617.01 1,940.40	0.74% 910.32	A1/A AA-	3.21 2.00
46647PEU6	JPMORGAN CHASE & CO 4.915 01/24/2029	115,000.00	01/16/2025 4.92%	115,000.00 115,000.00	101.42 4.57%	116,627.57 1,522.97	0.57% 1,627.57	A1/A AA-	3.71 2.50
06051GMK2	BANK OF AMERICA CORP 4.979 01/24/2029	150,000.00	01/17/2025 4.98%	150,000.00 150,000.00	101.33 4.65%	151,990.09 2,012.35	0.74% 1,990.09	A1/A- AA-	3.71 2.50
06368MJG0	BANK OF MONTREAL 5.004 01/27/2029	100,000.00	01/22/2025 5.01%	100,000.00 100,000.00	101.56 4.56%	101,556.84 1,306.60	0.49% 1,556.84	A2/A- AA-	3.71 2.50
91159HJK7	US BANCORP 4.653 02/01/2029	200,000.00	09/05/2024 4.47%	201,116.00 200,903.21	100.33 4.80%	200,664.77 2,326.50	0.98% (238.44)	A3/A A	3.71 2.50
06051GLG2	BANK OF AMERICA CORP 5.202 04/25/2029	150,000.00	08/12/2024 4.69%	152,550.00 152,057.36	102.15 4.80%	153,219.11 130.05	0.74% 1,161.74	A1/A- AA-	3.91 2.71
24422EXT1	JOHN DEERE CAPITAL CORP 4.85 06/11/2029	225,000.00	08/12/2024 4.40%	229,338.00 228,695.79	102.51 4.18%	230,654.89 4,243.75	1.12% 1,959.10	A1/A A+	4.11 3.61
89236TMK8	TOYOTA MOTOR CREDIT CORP 4.55 08/09/2029	225,000.00	08/12/2024 4.49%	225,567.00 225,485.78	100.60 4.39%	226,358.53 2,331.88	1.10% 872.75	A1/A+ A+	4.21 3.81
532457CQ9	ELI LILLY AND CO 4.2 08/14/2029	235,000.00	08/12/2024 4.22%	234,769.70 234,802.49	100.48 4.07%	236,134.06 2,111.08	1.15% 1,331.56	Aa3/A+ NA	4.21 3.71
26442CAY0	DUKE ENERGY CAROLINAS LLC 2.45 08/15/2029	250,000.00	12/18/2024 4.72%	226,517.50 228,354.66	92.36 4.43%	230,893.03 1,293.06	1.12% 2,538.37	Aa3/A NA	4.21 3.91
14913UAU4	CATERPILLAR FINANCIAL SERVICES CORP 4.7 11/15/2029	250,000.00	11/12/2024 4.74%	249,592.50 249,629.77	101.83 4.25%	254,582.84 5,418.06	1.24% 4,953.07	A2/A A+	4.51 3.91

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Statement: Chandler BNY Investment statement- 4.30.25 (Monthly Investment Transactions Report April 2025)

HOLDINGS REPORT



4.b

City of Campbell | Account #11214 | As of April 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
89236TNA9	TOYOTA MOTOR CREDIT CORP 4.95 01/09/2030	170,000.00	01/06/2025 5.00%	169,636.20 169,658.51	102.08 4.45%	173,540.49 2,618.00	0.84% 3,881.98	A1/A+ A+	4.70 4.00
63743HFX5	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.95 02/07/2030	250,000.00	02/20/2025 4.90%	250,550.00 250,528.69	101.92 4.50%	254,795.14 2,887.50	1.24% 4,266.45	A2/NA A	4.70 4.10
571748CA8	MARSH & MCLENNAN COMPANIES INC 4.65 03/15/2030	250,000.00	03/24/2025 4.67%	249,755.00 249,759.99	100.85 4.45%	252,112.81 1,485.42	1.23% 2,352.82	A3/A- A-	4.80 4.20
931142FN8	WALMART INC 4.35 04/28/2030	185,000.00	04/23/2025 4.39%	184,679.95 184,680.48	101.17 4.09%	187,170.27 67.06	0.91% 2,489.79	Aa2/AA AA	4.90 4.30
Total Corporate		4,895,000.00	4.54%	4,889,654.00 4,887,668.16	100.77 4.29%	4,930,829.54 49,125.34	23.96% 43,161.38		3.50 2.90
MONEY MARKET FUND									
X9USDGCM	DREYFUS GVT CM INST	28,021.87	-- 4.24%	28,021.87 28,021.87	1.00 4.20%	28,021.87 0.00	0.14% 0.00	Aaa/ AAAam NA	0.00 0.00
Total Money Market Fund		28,021.87	4.24%	28,021.87 28,021.87	1.00 4.20%	28,021.87 0.00	0.14% 0.00		0.00 0.00
MUNICIPAL BONDS									
13063EGT7	CALIFORNIA STATE 4.5 08/01/2029	205,000.00	10/30/2024 4.38%	206,080.35 205,969.82	101.71 4.06%	208,511.24 2,306.25	1.01% 2,541.42	Aa2/AA- AA	4.20 3.80
Total Municipal Bonds		205,000.00	4.38%	206,080.35 205,969.82	101.71 4.06%	208,511.24 2,306.25	1.01% 2,541.42		4.20 3.80
SUPRANATIONAL									
459058LN1	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.875 10/16/2029	350,000.00	12/13/2024 4.29%	343,689.50 344,175.75	100.44 3.77%	351,555.68 565.10	1.71% 7,379.93	Aaa/AAA NA	4.40 4.00
459058LR2	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030	125,000.00	03/14/2025 4.20%	124,553.75 124,564.01	101.52 3.78%	126,903.30 587.24	0.62% 2,339.29	Aaa/AAA NA	4.80 4.30

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Statement: Chandler BNY Investment statement- 4.30.25 (Monthly Investment Transactions Report April 2025)

HOLDINGS REPORT



4.b

City of Campbell | Account #11214 | As of April 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
Total				468,243.25	100.73	478,458.98	2.33%		4.51
Supranational		475,000.00	4.27%	468,739.76	3.77%	1,152.34	9,719.22		4.14
US TREASURY									
91282CGR6	UNITED STATES TREASURY 4.625 03/15/2026	350,000.00	08/20/2024 4.14%	352,542.97 351,416.23	100.57 3.95%	351,982.42 2,067.43	1.71% 566.20	Aaa/AA+ AA+	0.8: 0.84
91282CHH7	UNITED STATES TREASURY 4.125 06/15/2026	375,000.00	08/08/2024 4.10%	375,175.78 375,106.77	100.30 3.85%	376,127.93 5,822.03	1.83% 1,021.16	Aaa/AA+ AA+	1.1: 1.07
91282CJC6	UNITED STATES TREASURY 4.625 10/15/2026	375,000.00	08/30/2024 3.90%	380,507.81 378,775.97	101.26 3.73%	379,716.80 758.20	1.85% 940.82	Aaa/AA+ AA+	1.44 1.40
91282CKE0	UNITED STATES TREASURY 4.25 03/15/2027	350,000.00	08/20/2024 3.86%	353,322.27 352,424.26	101.11 3.63%	353,869.14 1,899.80	1.72% 1,444.88	Aaa/AA+ AA+	1.8: 1.78
91282CKZ3	UNITED STATES TREASURY 4.375 07/15/2027	375,000.00	08/08/2024 3.91%	379,804.69 378,614.74	101.62 3.60%	381,064.46 4,804.04	1.85% 2,449.71	Aaa/AA+ AA+	2.2: 2.07
91282CFM8	UNITED STATES TREASURY 4.125 09/30/2027	350,000.00	10/31/2024 4.17%	349,521.48 349,602.96	101.28 3.57%	354,470.70 1,222.85	1.72% 4,867.75	Aaa/AA+ AA+	2.4: 2.28
91282CGP0	UNITED STATES TREASURY 4.0 02/29/2028	375,000.00	08/08/2024 3.87%	376,552.73 376,235.97	101.08 3.59%	379,042.97 2,527.17	1.84% 2,807.00	Aaa/AA+ AA+	2.8: 2.64
91282CHK0	UNITED STATES TREASURY 4.0 06/30/2028	350,000.00	08/20/2024 3.76%	353,007.81 352,467.73	101.22 3.59%	354,279.30 4,679.56	1.72% 1,811.57	Aaa/AA+ AA+	3.1: 2.97
91282CJF9	UNITED STATES TREASURY 4.875 10/31/2028	375,000.00	08/08/2024 3.85%	389,765.63 387,231.37	104.04 3.63%	390,161.13 49.68	1.90% 2,929.76	Aaa/AA+ AA+	3.50 3.20
91282CKD2	UNITED STATES TREASURY 4.25 02/28/2029	375,000.00	11/26/2024 4.21%	375,585.94 375,527.50	102.13 3.65%	382,968.75 2,685.12	1.86% 7,441.25	Aaa/AA+ AA+	3.8: 3.48
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	350,000.00	11/18/2024 4.31%	347,498.05 347,754.06	101.68 3.66%	355,878.91 1,222.85	1.73% 8,124.85	Aaa/AA+ AA+	3.9: 3.58
91282CKP5	UNITED STATES TREASURY 4.625 04/30/2029	375,000.00	08/08/2024 3.84%	387,583.01 385,649.97	103.54 3.66%	388,286.13 47.13	1.89% 2,636.17	Aaa/AA+ AA+	4.00 3.66
91282CEV9	UNITED STATES TREASURY 3.25 06/30/2029	350,000.00	11/18/2024 4.31%	334,591.80 336,083.21	98.38 3.67%	344,339.84 3,802.14	1.67% 8,256.63	Aaa/AA+ AA+	4.1: 3.87
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	350,000.00	08/20/2024 3.70%	354,634.77 353,985.13	101.25 3.68%	354,388.67 3,480.66	1.72% 403.54	Aaa/AA+ AA+	4.2: 3.87
91282CLK5	UNITED STATES TREASURY 3.625 08/31/2029	400,000.00	-- 3.60%	400,687.50 400,479.32	99.78 3.68%	399,125.20 2,442.93	1.94% (1,354.12)	Aaa/AA+ AA+	4.3: 3.97
91282CLN9	UNITED STATES TREASURY 3.5 09/30/2029	400,000.00	-- 4.09%	389,617.18 390,591.25	99.23 3.69%	396,921.88 1,185.79	1.93% 6,330.62	Aaa/AA+ AA+	4.4: 4.04

Execution Time: 05/05/2025 11:12:42 AM

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Statement: Chandler BNY Investment statement- 4.30.25 (Monthly Investment Transactions Report April 2025)

HOLDINGS REPORT



4.b

City of Campbell | Account #11214 | As of April 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CLR0	UNITED STATES TREASURY 4.125 10/31/2029	400,000.00	-- 4.33%	396,388.68 396,684.55	101.77 3.69%	407,078.12 44.84	1.98% 10,393.58	Aaa/AA+ AA+	4.50 4.00
91282CMA6	UNITED STATES TREASURY 4.125 11/30/2029	400,000.00	12/11/2024 4.09%	400,546.88 400,504.67	101.82 3.69%	407,265.62 6,890.11	1.98% 6,760.95	Aaa/AA+ AA+	4.50 4.00
91282CMD0	UNITED STATES TREASURY 4.375 12/31/2029	400,000.00	-- 4.45%	398,679.69 398,756.32	102.84 3.70%	411,375.20 5,849.45	2.00% 12,618.88	Aaa/AA+ AA+	4.60 4.14
91282CMU2	UNITED STATES TREASURY 4.0 03/31/2030	300,000.00	04/07/2025 3.75%	303,375.00 303,332.30	101.24 3.72%	303,726.56 1,016.39	1.48% 394.26	Aaa/AA+ AA+	4.90 4.40
Total US Treasury		7,375,000.00	4.02%	7,399,389.67 7,391,224.28	101.33 3.68%	7,472,069.74 52,498.16	36.31% 80,845.46		3.30 3.00
Total Portfolio		20,523,528.58	3.93%	20,441,819.31 20,439,611.05	100.17 4.02%	20,577,088.31 142,395.25	100.00% 137,477.27		3.00 2.50
Total Market Value + Accrued						20,719,483.56			

Statement: Chandler BNY Investment statement- 4.30.25 (Monthly Investment Transactions Report April 2025)



TRANSACTION LEDGER

City of Campbell | Account #11214 | As of April 30, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/02/2025	X9USDDGCM	2,756.49	DREYFUS GVT CM INST	1.000	4.22%	(2,756.49)	0.00	(2,756.49)	0.0
Purchase	04/08/2025	X9USDDGCM	54,159.58	DREYFUS GVT CM INST	1.000	4.23%	(54,159.58)	0.00	(54,159.58)	0.0
Purchase	04/08/2025	91282CMU2	300,000.00	UNITED STATES TREASURY 4.0 03/31/2030	101.125	3.75%	(303,375.00)	(262.30)	(303,637.30)	0.0
Purchase	04/15/2025	X9USDDGCM	18,181.66	DREYFUS GVT CM INST	1.000	4.20%	(18,181.66)	0.00	(18,181.66)	0.0
Purchase	04/15/2025	X9USDDGCM	8,398.66	DREYFUS GVT CM INST	1.000	4.20%	(8,398.66)	0.00	(8,398.66)	0.0
Purchase	04/16/2025	X9USDDGCM	7,311.00	DREYFUS GVT CM INST	1.000	4.21%	(7,311.00)	0.00	(7,311.00)	0.0
Purchase	04/21/2025	X9USDDGCM	5,637.50	DREYFUS GVT CM INST	1.000	4.20%	(5,637.50)	0.00	(5,637.50)	0.0
Purchase	04/22/2025	X9USDDGCM	5,412.50	DREYFUS GVT CM INST	1.000	4.20%	(5,412.50)	0.00	(5,412.50)	0.0
Purchase	04/25/2025	X9USDDGCM	10,437.50	DREYFUS GVT CM INST	1.000	4.18%	(10,437.50)	0.00	(10,437.50)	0.0
Purchase	04/28/2025	931142FN8	185,000.00	WALMART INC 4.35 04/28/2030	99.827	4.39%	(184,679.95)	0.00	(184,679.95)	0.0
Purchase	04/30/2025	89231HAD8	65,000.00	TAOT 2025-B A3 4.34 11/15/2029	99.994	4.82%	(64,996.28)	0.00	(64,996.28)	0.0
Total Purchase			662,294.89				(665,346.12)	(262.30)	(665,608.42)	0.0
TOTAL ACQUISITIONS			662,294.89				(665,346.12)	(262.30)	(665,608.42)	0.0
DISPOSITIONS										
Sale	04/08/2025	91282CIL6	(350,000.00)	UNITED STATES TREASURY 4.875 11/30/2025	100.500	4.30%	351,750.00	(6,046.88)	357,796.88	510.6
Sale	04/28/2025	X9USDDGCM	(68,195.74)	DREYFUS GVT CM INST	1.000	4.20%	68,195.74	0.00	68,195.74	0.0
Sale	04/28/2025	X9USDDGCM	(116,484.21)	DREYFUS GVT CM INST	1.000	4.20%	116,484.21	0.00	116,484.21	0.0
Sale	04/30/2025	X9USDDGCM	(38,933.77)	DREYFUS GVT CM INST	1.000	4.24%	38,933.77	0.00	38,933.77	0.0
Total Sale			(573,613.72)				575,363.72	(6,046.88)	581,410.60	510.6
TOTAL DISPOSITIONS			(573,613.72)				575,363.72	(6,046.88)	581,410.60	510.6
OTHER TRANSACTIONS										

TRANSACTION LEDGER

City of Campbell | Account #11214 | As of April 30, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Coupon	04/01/2025	3137FLN91	0.00	FHMS K-091 A2 3.505 03/25/2029		4.62%	876.25	0.00	876.25	0.0
Coupon	04/01/2025	3137BSRE5	0.00	FHMS K-059 A2 3.12 09/25/2026		4.55%	650.00	0.00	650.00	0.0
Coupon	04/01/2025	3137FJEH8	0.00	FHMS K-081 A2 3.9 08/25/2028		4.53%	812.50	0.00	812.50	0.0
Coupon	04/01/2025	3137FRUJ8	0.00	FHMS K-105 A2 1.872 01/25/2030		4.43%	429.00	0.00	429.00	0.0
Coupon	04/01/2025	3137FNAE0	0.00	FHMS K-095 A2 2.785 06/25/2029		4.39%	580.21	0.00	580.21	0.0
Coupon	04/01/2025	3137FPHK4	0.00	FHMS K-098 A2 2.425 08/25/2029		4.26%	606.25	0.00	606.25	0.0
Coupon	04/01/2025	3137FMCR1	0.00	FHMS K-093 A2 2.982 05/25/2029		4.15%	372.75	0.00	372.75	0.0
Coupon	04/01/2025	3137FKSH0	0.00	FHMS K-086 A2 3.859 11/25/2028		3.82%	482.37	0.00	482.37	0.0
Coupon	04/15/2025	47800DAD6	0.00	JDOT 2025 A3 4.23 09/17/2029		5.09%	399.50	0.00	399.50	0.0
Coupon	04/15/2025	58773DAD6	0.00	MBART 2025-1 A3 4.78 12/17/2029		4.84%	458.08	0.00	458.08	0.0
Coupon	04/15/2025	34535VAD6	0.00	FORDO 2024-D A3 4.61 08/15/2029		4.66%	461.00	0.00	461.00	0.0
Coupon	04/15/2025	47800RAD5	0.00	JDOT 2024 A3 4.96 11/15/2028		4.63%	826.67	0.00	826.67	0.0
Coupon	04/15/2025	891940AC2	0.00	TAOT 2023-A A3 4.63 09/15/2027		4.63%	456.28	0.00	456.28	0.0
Coupon	04/15/2025	02589BAE0	0.00	AMXCA 2024-3 A 4.65 07/15/2027		4.57%	775.00	0.00	775.00	0.0
Coupon	04/15/2025	89239TAD4	0.00	TAOT 2024-D A3 4.4 06/15/2029		4.51%	220.00	0.00	220.00	0.0
Coupon	04/15/2025	92970QAE5	0.00	WFCIT 2024-2 A 4.29 10/15/2029		4.29%	393.25	0.00	393.25	0.0
Coupon	04/15/2025	91282CJC6	0.00	UNITED STATES TREASURY 4.625 10/15/2026		3.90%	8,671.88	0.00	8,671.88	0.0

TRANSACTION LEDGER

City of Campbell | Account #11214 | As of April 30, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Coupon	04/15/2025	91324PEY4	0.00	UNITEDHEALTH GROUP INC 4.6 04/15/2027		3.83%	5,520.00	0.00	5,520.00	0.00
Coupon	04/16/2025	362955AD8	0.00	GMCAR 2025-1 A3 4.62 12/17/2029		5.03%	308.00	0.00	308.00	0.00
Coupon	04/16/2025	38014AAD3	0.00	GMCAR 2024-4 A3 4.4 08/16/2029		4.32%	220.00	0.00	220.00	0.00
Coupon	04/16/2025	459058LN1	0.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.875 10/16/2029		4.29%	6,783.00	0.00	6,783.00	0.00
Coupon	04/18/2025	78017FZQ9	0.00	ROYAL BANK OF CANADA 4.51 10/18/2027		4.66%	5,637.50	0.00	5,637.50	0.00
Coupon	04/22/2025	857477CP6	0.00	STATE STREET CORP 4.33 10/22/2027		4.54%	5,412.50	0.00	5,412.50	0.00
Coupon	04/25/2025	06051GLG2	0.00	BANK OF AMERICA CORP 5.202 04/25/2029		4.69%	3,901.50	0.00	3,901.50	0.00
Coupon	04/25/2025	096919AD7	0.00	BMWOT 2024-A A3 5.18 02/26/2029		4.69%	1,726.67	0.00	1,726.67	0.00
Coupon	04/30/2025	91282CLR0	0.00	UNITED STATES TREASURY 4.125 10/31/2029		4.33%	8,250.00	0.00	8,250.00	0.00
Coupon	04/30/2025	91282CJF9	0.00	UNITED STATES TREASURY 4.875 10/31/2028		3.85%	9,140.63	0.00	9,140.63	0.00
Coupon	04/30/2025	91282CKP5	0.00	UNITED STATES TREASURY 4.625 04/30/2029		3.84%	8,671.88	0.00	8,671.88	0.00
Total Coupon			0.00				73,042.67	0.00	73,042.67	0.00
Dividend	04/30/2025	X9USDDGCM	0.00	DREYFUS GVT CM INST		4.23%	647.27	0.00	647.27	0.00
Total Dividend			0.00				647.27	0.00	647.27	0.00
Principal Paydown	04/15/2025	891940AC2	8,398.66	TAOT 2023-A A3 4.63 09/15/2027		4.63%	8,398.66	--	8,398.66	(0.00)
Total Principal Paydown			8,398.66				8,398.66	--	8,398.66	(0.00)
TOTAL OTHER TRANSACTIONS			8,398.66				82,088.60	0.00	82,088.60	(0.00)

INCOME EARNED

City of Campbell | Account #11214 | As of April 30, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
CCYUSD	Receivable	647.24	2,756.49 0.00 0.00 647.24	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
X9USDDGCM	DREYFUS GVT CM INST	28,021.87	139,340.70 112,294.89 (223,613.72) 28,021.87	0.00 2,756.49 0.00 2,756.49	0.00 0.00 0.00 2,756.49	2,756.49
Total Cash & Equivalents		28,669.11	142,097.19 112,294.89 (223,613.72) 28,669.11	0.00 2,756.49 0.00 2,756.49	0.00 0.00 0.00 2,756.49	2,756.49
FIXED INCOME						
00287DYD2	ABBVIE INC 4.65 03/15/2028	02/18/2025 02/26/2025 125,000.00	124,838.83 0.00 0.00 124,843.31	565.10 0.00 1,049.48 484.38	4.48 0.00 4.48 488.86	488.86
02589BAE0	AMXCA 2024-3 A 4.65 07/15/2027	02/20/2025 02/21/2025 200,000.00	200,522.48 0.00 0.00 200,503.71	413.33 775.00 413.33 775.00	0.00 (18.77) (18.77) 756.23	756.23
02665WFK2	AMERICAN HONDA FINANCE CORP 4.9 07/09/2027	09/18/2024 09/19/2024 200,000.00	203,709.84 0.00 0.00 203,575.58	2,232.22 0.00 3,048.89 816.67	0.00 (134.25) (134.25) 682.41	682.41
06051GLG2	BANK OF AMERICA CORP 5.202 04/25/2029	08/12/2024 08/13/2024 150,000.00	152,113.99 0.00 0.00 152,057.36	3,381.30 3,901.50 130.05 650.25	0.00 (56.62) (56.62) 593.63	593.63
06051GMK2	BANK OF AMERICA CORP 4.979 01/24/2029	01/17/2025 01/24/2025 150,000.00	150,000.00 0.00 0.00 150,000.00	1,389.97 0.00 2,012.35 622.38	0.00 0.00 0.00 622.38	622.38

INCOME EARNED

City of Campbell | Account #11214 | As of April 30, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
06368MJG0	BANK OF MONTREAL 5.004 01/27/2029	01/22/2025 01/27/2025 100,000.00	100,000.00 0.00 0.00 100,000.00	889.60 0.00 1,306.60 417.00	0.00 0.00 0.00 417.00	417.00
06406RBG1	BANK OF NEW YORK MELLON CORP 3.992 06/13/2028	09/05/2024 09/06/2024 225,000.00	223,511.67 0.00 0.00 223,567.27	2,694.60 0.00 3,443.10 748.50	55.60 0.00 55.60 804.10	804.10
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	400,000.00	403,853.86 0.00 0.00 403,747.70	345.33 1,726.67 345.33 1,726.67	0.00 (106.17) (106.17) 1,620.50	1,620.50
13063EGT7	CALIFORNIA STATE 4.5 08/01/2029	10/30/2024 11/05/2024 205,000.00	205,988.55 0.00 0.00 205,969.82	1,537.50 0.00 2,306.25 768.75	0.00 (18.73) (18.73) 750.02	750.02
14913UUAU4	CATERPILLAR FINANCIAL SERVICES CORP 4.7 11/15/2029	11/12/2024 11/15/2024 250,000.00	249,623.07 0.00 0.00 249,629.77	4,438.89 0.00 5,418.06 979.17	6.69 0.00 6.69 985.86	985.86
17275RBW1	CISCO SYSTEMS INC 4.55 02/24/2028	03/11/2025 03/12/2025 250,000.00	251,527.78 0.00 0.00 251,483.19	1,169.10 0.00 2,117.01 947.92	0.00 (44.58) (44.58) 903.33	903.33
24422EXT1	JOHN DEERE CAPITAL CORP 4.85 06/11/2029	08/12/2024 08/13/2024 225,000.00	228,769.61 0.00 0.00 228,695.79	3,334.38 0.00 4,243.75 909.38	0.00 (73.82) (73.82) 835.56	835.56
26442CAY0	DUKE ENERGY CAROLINAS LLC 2.45 08/15/2029	12/18/2024 12/19/2024 250,000.00	227,940.26 0.00 0.00 228,354.66	782.64 0.00 1,293.06 510.42	414.40 0.00 414.40 924.81	924.81
3130ANVB3	FEDERAL HOME LOAN BANKS 0.8 09/17/2025	09/17/2021 09/17/2021 1,000,000.00	1,000,000.00 0.00 0.00 1,000,000.00	311.11 0.00 977.78 666.67	0.00 0.00 0.00 666.67	666.67



INCOME EARNED

City of Campbell | Account #11214 | As of April 30, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3130APFH3	FEDERAL HOME LOAN BANKS 0.81 07/29/2025	10/29/2021 10/29/2021 1,000,000.00	1,000,000.00 0.00 0.00 1,000,000.00	1,395.00 0.00 2,070.00 675.00	0.00 0.00 0.00 675.00	675.00
3133ENZC7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.12 06/22/2026	06/22/2022 06/22/2022 1,000,000.00	1,000,000.00 0.00 0.00 1,000,000.00	11,330.00 0.00 14,763.33 3,433.33	0.00 0.00 0.00 3,433.33	3,433.33
3133ENZ99	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.96 07/12/2027	07/12/2022 07/12/2022 1,000,000.00	1,000,000.00 0.00 0.00 1,000,000.00	8,690.00 0.00 11,990.00 3,300.00	0.00 0.00 0.00 3,300.00	3,300.00
3137BSRE5	FHMS K-059 A2 3.12 09/25/2026	11/21/2024 11/26/2024 250,000.00	244,925.70 0.00 0.00 245,219.58	650.00 650.00 650.00 650.00	293.88 0.00 293.88 943.88	943.88
3137FJEH8	FHMS K-081 A2 3.9 08/25/2028	11/21/2024 11/26/2024 250,000.00	244,866.95 0.00 0.00 244,993.38	812.50 812.50 812.50 812.50	126.43 0.00 126.43 938.93	938.93
3137FKSH0	FHMS K-086 A2 3.859 11/25/2028	09/18/2024 09/23/2024 150,000.00	150,005.12 0.00 0.00 150,005.00	482.38 482.37 482.38 482.37	0.00 (0.12) (0.12) 482.25	482.25
3137FLN91	FHMS K-091 A2 3.505 03/25/2029	11/14/2024 11/19/2024 300,000.00	288,174.11 0.00 0.00 288,422.21	876.25 876.25 876.25 876.25	248.10 0.00 248.10 1,124.35	1,124.35
3137FMCR1	FHMS K-093 A2 2.982 05/25/2029	10/16/2024 10/21/2024 150,000.00	143,615.56 0.00 0.00 143,744.02	372.75 372.75 372.75 372.75	128.46 0.00 128.46 501.21	501.21
3137FNAEO	FHMS K-095 A2 2.785 06/25/2029	03/13/2025 03/18/2025 250,000.00	234,846.42 0.00 0.00 235,145.11	580.21 580.21 580.21 580.21	298.69 0.00 298.69 878.90	878.90

INCOME EARNED



4.b

City of Campbell | Account #11214 | As of April 30, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3137FPHK4	FHMS K-098 A2 2.425 08/25/2029	10/17/2024	278,619.80	606.25	405.18	1,011.43
		10/22/2024	0.00	606.25	0.00	
		300,000.00	0.00	606.25	405.18	
			279,024.98	606.25	1,011.43	
3137FRUJ8	FHMS K-105 A2 1.872 01/25/2030	03/17/2025	245,075.01	429.00	517.14	946.14
		03/20/2025	0.00	429.00	0.00	
		275,000.00	0.00	429.00	517.14	
			245,592.15	429.00	946.14	
34535VAD6	FORDO 2024-D A3 4.61 08/15/2029	11/19/2024	119,996.44	245.87	0.07	461.07
		11/22/2024	0.00	461.00	0.00	
		120,000.00	0.00	245.87	0.07	
			119,996.51	461.00	461.07	
362955AD8	GMCAR 2025-1 A3 4.62 12/17/2029	01/09/2025	79,994.31	154.00	0.10	308.10
		01/15/2025	0.00	308.00	0.00	
		80,000.00	0.00	154.00	0.10	
			79,994.41	308.00	308.10	
38014AAD3	GMCAR 2024-4 A3 4.4 08/16/2029	10/08/2024	59,989.53	110.00	0.20	220.20
		10/16/2024	0.00	220.00	0.00	
		60,000.00	0.00	110.00	0.20	
			59,989.73	220.00	220.20	
437076DB5	HOME DEPOT INC 4.875 06/25/2027	08/12/2024	227,829.35	2,925.00	0.00	805.80
		08/13/2024	0.00	0.00	(108.27)	
		225,000.00	0.00	3,839.06	(108.27)	
			227,721.09	914.06	805.80	
459058LN1	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.875 10/16/2029	12/13/2024	344,068.49	6,216.15	107.26	1,239.22
		12/16/2024	0.00	6,783.00	0.00	
		350,000.00	0.00	565.10	107.26	
			344,175.75	1,131.96	1,239.22	
459058LR2	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030	03/14/2025	124,556.68	157.55	7.33	437.02
		03/20/2025	0.00	0.00	0.00	
		125,000.00	0.00	587.24	7.33	
			124,564.01	429.69	437.02	
46647PDG8	JPMORGAN CHASE & CO 4.851 07/25/2028	08/12/2024	150,732.70	1,334.03	0.00	580.36
		08/13/2024	0.00	0.00	(26.01)	
		150,000.00	0.00	1,940.40	(26.01)	
			150,706.69	606.38	580.36	

INCOME EARNED

City of Campbell | Account #11214 | As of April 30, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
46647PEU6	JPMORGAN CHASE & CO 4.915 01/24/2029	01/16/2025 01/24/2025 115,000.00	115,000.00 0.00 0.00 115,000.00	1,051.95 0.00 1,522.97 471.02	0.00 0.00 0.00 471.02	471.02
47800DAD6	JDOT 2025 A3 4.23 09/17/2029	03/04/2025 03/11/2025 100,000.00	99,993.79 0.00 0.00 99,993.90	270.56 399.50 188.00 316.94	0.11 0.00 0.11 317.06	317.06
47800RAD5	JDOT 2024 A3 4.96 11/15/2028	02/20/2025 02/21/2025 200,000.00	201,156.07 0.00 0.00 201,119.86	440.89 826.67 440.89 826.67	0.00 (36.20) (36.20) 790.47	790.47
532457CQ9	ELI LILLY AND CO 4.2 08/14/2029	08/12/2024 08/14/2024 235,000.00	234,798.71 0.00 0.00 234,802.49	1,288.58 0.00 2,111.08 822.50	3.78 0.00 3.78 826.28	826.28
571748CA8	MARSH & MCLENNAN COMPANIES INC 4.65 03/15/2030	03/24/2025 03/25/2025 250,000.00	249,755.94 0.00 0.00 249,759.99	516.67 0.00 1,485.42 968.75	4.05 0.00 4.05 972.80	972.80
58773DAD6	MBART 2025-1 A3 4.78 12/17/2029	01/14/2025 01/23/2025 115,000.00	114,976.47 0.00 0.00 114,976.88	244.31 458.08 244.31 458.08	0.41 0.00 0.41 458.49	458.49
63743HFX5	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.95 02/07/2030	02/20/2025 02/21/2025 250,000.00	250,537.96 0.00 0.00 250,528.69	1,856.25 0.00 2,887.50 1,031.25	0.00 (9.26) (9.26) 1,021.99	1,021.99
78017FZQ9	ROYAL BANK OF CANADA 4.51 10/18/2027	11/05/2024 11/06/2024 250,000.00	249,140.01 0.00 0.00 249,167.75	5,105.07 5,637.50 407.15 939.58	27.74 0.00 27.74 967.33	967.33
857477CP6	STATE STREET CORP 4.33 10/22/2027	11/07/2024 11/08/2024 250,000.00	248,732.86 0.00 0.00 248,773.56	4,781.04 5,412.50 270.63 902.08	40.70 0.00 40.70 942.78	942.78

INCOME EARNED

City of Campbell | Account #11214 | As of April 30, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
89115A3E0	TORONTO-DOMINION BANK 4.861 01/31/2028	01/28/2025 01/31/2025 225,000.00	225,000.00 0.00 0.00 225,000.00	1,853.26 0.00 2,764.69 911.44	0.00 0.00 0.00 911.44	911.44
891940AC2	TAOT 2023-A A3 4.63 09/15/2027	11/14/2024 11/15/2024 109,859.47	118,295.27 0.00 (8,398.66) 109,892.13	243.35 456.28 226.07 439.00	0.00 (4.48) (4.48) 434.52	434.52
89231HAD8	TAOT 2025-B A3 4.34 11/15/2029	04/24/2025 04/30/2025 65,000.00	0.00 64,996.28 0.00 64,996.28	0.00 0.00 7.84 7.84	0.00 0.00 0.00 7.84	7.84
89236TMK8	TOYOTA MOTOR CREDIT CORP 4.55 08/09/2029	08/12/2024 08/13/2024 225,000.00	225,495.11 0.00 0.00 225,485.78	1,478.75 0.00 2,331.88 853.13	0.00 (9.34) (9.34) 843.79	843.79
89236TNA9	TOYOTA MOTOR CREDIT CORP 4.95 01/09/2030	01/06/2025 01/09/2025 170,000.00	169,652.54 0.00 0.00 169,658.51	1,916.75 0.00 2,618.00 701.25	5.98 0.00 5.98 707.23	707.23
89239TAD4	TAOT 2024-D A3 4.4 06/15/2029	10/10/2024 10/17/2024 60,000.00	59,996.98 0.00 0.00 59,997.04	117.33 220.00 117.33 220.00	0.06 0.00 0.06 220.06	220.06
91159HJK7	US BANCORP 4.653 02/01/2029	09/05/2024 09/06/2024 200,000.00	200,930.15 0.00 0.00 200,903.21	1,551.00 0.00 2,326.50 775.50	0.00 (26.93) (26.93) 748.57	748.57
91282CEV9	UNITED STATES TREASURY 3.25 06/30/2029	11/18/2024 11/19/2024 350,000.00	335,808.72 0.00 0.00 336,083.21	2,859.46 0.00 3,802.14 942.68	274.49 0.00 274.49 1,217.17	1,217.17
91282CFM8	UNITED STATES TREASURY 4.125 09/30/2027	10/31/2024 11/01/2024 350,000.00	349,589.45 0.00 0.00 349,602.96	39.45 0.00 1,222.85 1,183.40	13.50 0.00 13.50 1,196.91	1,196.91

INCOME EARNED

City of Campbell | Account #11214 | As of April 30, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CGP0	UNITED STATES TREASURY 4.0 02/29/2028	08/08/2024 08/09/2024 375,000.00	376,271.83 0.00 0.00 376,235.97	1,304.35 0.00 2,527.17 1,222.83	0.00 (35.86) (35.86) 1,186.97	1,186.97
91282CGR6	UNITED STATES TREASURY 4.625 03/15/2026	08/20/2024 08/21/2024 350,000.00	351,549.83 0.00 0.00 351,416.23	747.79 0.00 2,067.43 1,319.63	0.00 (133.61) (133.61) 1,186.03	1,186.03
91282CHH7	UNITED STATES TREASURY 4.125 06/15/2026	08/08/2024 08/09/2024 375,000.00	375,114.58 0.00 0.00 375,106.77	4,547.13 0.00 5,822.03 1,274.90	0.00 (7.81) (7.81) 1,267.08	1,267.08
91282CHK0	UNITED STATES TREASURY 4.0 06/30/2028	08/20/2024 08/21/2024 350,000.00	352,531.77 0.00 0.00 352,467.73	3,519.34 0.00 4,679.56 1,160.22	0.00 (64.04) (64.04) 1,096.18	1,096.18
91282CJC6	UNITED STATES TREASURY 4.625 10/15/2026	08/30/2024 08/30/2024 375,000.00	378,988.90 0.00 0.00 378,775.97	8,004.81 8,671.88 758.20 1,425.27	0.00 (212.93) (212.93) 1,212.34	1,212.34
91282CJF9	UNITED STATES TREASURY 4.875 10/31/2028	08/08/2024 08/09/2024 375,000.00	387,518.27 0.00 0.00 387,231.37	7,676.11 9,140.63 49.68 1,514.20	0.00 (286.90) (286.90) 1,227.31	1,227.31
91282CJL6	UNITED STATES TREASURY 4.875 11/30/2025	08/20/2024 08/21/2024 0.00	351,276.15 0.00 (351,239.39) 0.00	5,718.75 6,046.88 0.00 328.13	0.00 (36.76) (36.76) 291.37	291.37
91282CKD2	UNITED STATES TREASURY 4.25 02/28/2029	11/26/2024 11/27/2024 375,000.00	375,538.81 0.00 0.00 375,527.50	1,385.87 0.00 2,685.12 1,299.25	0.00 (11.31) (11.31) 1,287.94	1,287.94
91282CKE0	UNITED STATES TREASURY 4.25 03/15/2027	08/20/2024 08/21/2024 350,000.00	352,530.75 0.00 0.00 352,424.26	687.16 0.00 1,899.80 1,212.64	0.00 (106.48) (106.48) 1,106.15	1,106.15



INCOME EARNED

City of Campbell | Account #11214 | As of April 30, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	11/18/2024 11/19/2024 350,000.00	347,706.94 0.00 0.00 347,754.06	39.45 0.00 1,222.85 1,183.40	47.12 0.00 47.12 1,230.52	1,230.52
91282CKP5	UNITED STATES TREASURY 4.625 04/30/2029	08/08/2024 08/09/2024 375,000.00	385,868.80 0.00 0.00 385,649.97	7,282.46 8,671.88 47.13 1,436.55	0.00 (218.83) (218.83) 1,217.72	1,217.72
91282CKZ3	UNITED STATES TREASURY 4.375 07/15/2027	08/08/2024 08/09/2024 375,000.00	378,749.45 0.00 0.00 378,614.74	3,444.41 0.00 4,804.04 1,359.63	0.00 (134.71) (134.71) 1,224.92	1,224.92
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	08/20/2024 08/21/2024 350,000.00	354,062.16 0.00 0.00 353,985.13	2,320.44 0.00 3,480.66 1,160.22	0.00 (77.03) (77.03) 1,083.19	1,083.19
91282CLK5	UNITED STATES TREASURY 3.625 08/31/2029	400,000.00	400,488.40 0.00 0.00 400,479.32	1,260.87 0.00 2,442.93 1,182.07	35.61 (44.69) (9.08) 1,172.98	1,172.98
91282CLN9	UNITED STATES TREASURY 3.5 09/30/2029	400,000.00	390,416.26 0.00 0.00 390,591.25	38.25 0.00 1,185.79 1,147.54	174.99 0.00 174.99 1,322.53	1,322.53
91282CLR0	UNITED STATES TREASURY 4.125 10/31/2029	400,000.00	396,624.04 0.00 0.00 396,684.55	6,928.18 8,250.00 44.84 1,366.66	60.50 0.00 60.50 1,427.16	1,427.16
91282CMA6	UNITED STATES TREASURY 4.125 11/30/2029	12/11/2024 12/12/2024 400,000.00	400,513.72 0.00 0.00 400,504.67	5,530.22 0.00 6,890.11 1,359.89	0.00 (9.04) (9.04) 1,350.85	1,350.85
91282CMD0	UNITED STATES TREASURY 4.375 12/31/2029	400,000.00	398,734.43 0.00 0.00 398,756.32	4,399.17 0.00 5,849.45 1,450.28	24.93 (3.05) 21.88 1,472.16	1,472.16

INCOME EARNED

City of Campbell | Account #11214 | As of April 30, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CMU2	UNITED STATES TREASURY 4.0 03/31/2030	04/07/2025 04/08/2025 300,000.00	0.00 303,375.00 0.00 303,332.30	0.00 (262.30) 1,016.39 754.09	0.00 (42.70) (42.70) 711.40	711.40
91324PEY4	UNITEDHEALTH GROUP INC 4.6 04/15/2027	09/18/2024 09/19/2024 240,000.00	243,416.74 0.00 0.00 243,272.98	5,090.67 5,520.00 490.67 920.00	0.00 (143.76) (143.76) 776.24	776.24
92970QAE5	WFCIT 2024-2 A 4.29 10/15/2029	10/17/2024 10/24/2024 110,000.00	109,985.08 0.00 0.00 109,985.35	209.73 393.25 209.73 393.25	0.27 0.00 0.27 393.52	393.52
931142FN8	WALMART INC 4.35 04/28/2030	04/23/2025 04/28/2025 185,000.00	0.00 184,679.95 0.00 184,680.48	0.00 0.00 67.06 67.06	0.53 0.00 0.53 67.59	67.59
Total Fixed Income		20,494,859.47	20,410,941.94	64,620.70	65,706.39	65,706.39
TOTAL PORTFOLIO		20,523,528.58	20,439,611.05	67,377.19	68,462.88	68,462.88

CASH FLOW REPORT



4.b

City of Campbell | Account #11214 | As of April 30, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
MAY 2025							
05/02/2025	Dividend	262006208	0.00		647.27		647.27
05/15/2025	Coupon	02589BAE0	200,000.00	AMXCA 2024-3 A 4.65 07/15/2027		775.00	775.00
05/15/2025	Coupon	14913UAAU4	250,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.7 11/15/2029		5,875.00	5,875.00
05/15/2025	Coupon	34535VAD6	120,000.00	FORDO 2024-D A3 4.61 08/15/2029		461.00	461.00
05/15/2025	Coupon	47800DAD6	100,000.00	JDOT 2025 A3 4.23 09/17/2029		352.50	352.50
05/15/2025	Coupon	47800RAD5	200,000.00	JDOT 2024 A3 4.96 11/15/2028		826.67	826.67
05/15/2025	Coupon	58773DAD6	115,000.00	MBART 2025-1 A3 4.78 12/17/2029		458.08	458.08
05/15/2025	Coupon	891940AC2	109,859.47	TAOT 2023-A A3 4.63 09/15/2027		423.87	423.87
05/15/2025	Principal Paydown	891940AC2	109,859.47	TAOT 2023-A A3 4.63 09/15/2027	8,782.41		8,782.41
05/15/2025	Coupon	89231HAD8	65,000.00	TAOT 2025-B A3 4.34 11/15/2029		129.19	129.19
05/15/2025	Coupon	89239TAD4	60,000.00	TAOT 2024-D A3 4.4 06/15/2029		220.00	220.00
05/15/2025	Coupon	92970QAE5	110,000.00	WFCIT 2024-2 A 4.29 10/15/2029		393.25	393.25
05/16/2025	Coupon	362955AD8	80,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		308.00	308.00
05/16/2025	Coupon	38014AAD3	60,000.00	GMCAR 2024-4 A3 4.4 08/16/2029		220.00	220.00
05/26/2025	Coupon	096919AD7	400,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,726.67	1,726.67
05/27/2025	Coupon	3137BSRE5	250,000.00	FHMS K-059 A2 3.12 09/25/2026		650.00	650.00
05/27/2025	Coupon	3137FJEH8	250,000.00	FHMS K-081 A2 3.9 08/25/2028		812.50	812.50
05/27/2025	Coupon	3137FKSH0	150,000.00	FHMS K-086 A2 3.859 11/25/2028		482.38	482.38
05/27/2025	Coupon	3137FLN91	300,000.00	FHMS K-091 A2 3.505 03/25/2029		876.25	876.25
05/27/2025	Coupon	3137FMCR1	150,000.00	FHMS K-093 A2 2.982 05/25/2029		372.75	372.75
05/27/2025	Coupon	3137FNAE0	250,000.00	FHMS K-095 A2 2.785 06/25/2029		580.21	580.21
05/27/2025	Coupon	3137FPHK4	300,000.00	FHMS K-098 A2 2.425 08/25/2029		606.25	606.25
05/27/2025	Coupon	3137FRUJ8	275,000.00	FHMS K-105 A2 1.872 01/25/2030		429.00	429.00
May 2025 Total					9,429.68	16,978.56	26,408.24
JUNE 2025							
06/02/2025	Coupon	91282CMA6	400,000.00	UNITED STATES TREASURY 4.125 11/30/2029		8,250.00	8,250.00
06/11/2025	Coupon	24422EXT1	225,000.00	JOHN DEERE CAPITAL CORP 4.85 06/11/2029		5,456.25	5,456.25
06/13/2025	Coupon	06406RBG1	225,000.00	BANK OF NEW YORK MELLON CORP 3.992 06/13/2028		4,491.00	4,491.00
06/16/2025	Coupon	02589BAE0	200,000.00	AMXCA 2024-3 A 4.65 07/15/2027		775.00	775.00

CASH FLOW REPORT



4.b

City of Campbell | Account #11214 | As of April 30, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/16/2025	Coupon	34535VAD6	120,000.00	FORDO 2024-D A3 4.61 08/15/2029		461.00	461.00
06/16/2025	Coupon	362955AD8	80,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		308.00	308.00
06/16/2025	Coupon	38014AAD3	60,000.00	GMCAR 2024-4 A3 4.4 08/16/2029		220.00	220.00
06/16/2025	Coupon	47800DAD6	100,000.00	JDOT 2025 A3 4.23 09/17/2029		352.50	352.50
06/16/2025	Coupon	47800RAD5	200,000.00	JDOT 2024 A3 4.96 11/15/2028		826.67	826.67
06/16/2025	Coupon	58773DAD6	115,000.00	MBART 2025-1 A3 4.78 12/17/2029		458.08	458.08
06/16/2025	Coupon	891940AC2	109,859.47	TAOT 2023-A A3 4.63 09/15/2027		389.99	389.99
06/16/2025	Principal Paydown	891940AC2	109,859.47	TAOT 2023-A A3 4.63 09/15/2027	7,817.15		7,817.15
06/16/2025	Coupon	89231HAD8	65,000.00	TAOT 2025-B A3 4.34 11/15/2029		258.38	258.38
06/16/2025	Coupon	89239TAD4	60,000.00	TAOT 2024-D A3 4.4 06/15/2029		220.00	220.00
06/16/2025	Coupon	91282CHH7	375,000.00	UNITED STATES TREASURY 4.125 06/15/2026		7,734.38	7,734.38
06/16/2025	Coupon	92970QAE5	110,000.00	WFCIT 2024-2 A 4.29 10/15/2029		393.25	393.25
06/23/2025	Coupon	3133ENZC7	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.12 06/22/2026		20,600.00	20,600.00
06/25/2025	Coupon	096919AD7	400,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,726.67	1,726.67
06/25/2025	Coupon	3137BSRE5	250,000.00	FHMS K-059 A2 3.12 09/25/2026		650.00	650.00
06/25/2025	Coupon	3137FJEH8	250,000.00	FHMS K-081 A2 3.9 08/25/2028		812.50	812.50
06/25/2025	Coupon	3137FKSH0	150,000.00	FHMS K-086 A2 3.859 11/25/2028		482.38	482.38
06/25/2025	Coupon	3137FLN91	300,000.00	FHMS K-091 A2 3.505 03/25/2029		876.25	876.25
06/25/2025	Coupon	3137FMCR1	150,000.00	FHMS K-093 A2 2.982 05/25/2029		372.75	372.75
06/25/2025	Coupon	3137FNAE0	250,000.00	FHMS K-095 A2 2.785 06/25/2029		580.21	580.21
06/25/2025	Coupon	3137FPHK4	300,000.00	FHMS K-098 A2 2.425 08/25/2029		606.25	606.25
06/25/2025	Coupon	3137FRUJ8	275,000.00	FHMS K-105 A2 1.872 01/25/2030		429.00	429.00
06/25/2025	Coupon	437076DB5	225,000.00	HOME DEPOT INC 4.875 06/25/2027		5,484.38	5,484.38
06/30/2025	Coupon	91282CEV9	350,000.00	UNITED STATES TREASURY 3.25 06/30/2029		5,687.50	5,687.50
06/30/2025	Coupon	91282CHK0	350,000.00	UNITED STATES TREASURY 4.0 06/30/2028		7,000.00	7,000.00
06/30/2025	Coupon	91282CMD0	400,000.00	UNITED STATES TREASURY 4.375 12/31/2029		8,750.00	8,750.00
June 2025 Total					7,817.15	84,652.36	92,469.51
JULY 2025							
07/09/2025	Coupon	02665WFK2	200,000.00	AMERICAN HONDA FINANCE CORP 4.9 07/09/2027		4,900.00	4,900.00
07/09/2025	Coupon	89236TNA9	170,000.00	TOYOTA MOTOR CREDIT CORP 4.95 01/09/2030		4,207.50	4,207.50

CASH FLOW REPORT



4.b

City of Campbell | Account #11214 | As of April 30, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/14/2025	Coupon	3133ENZY9	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.96 07/12/2027		19,800.00	19,800.00
07/15/2025	Coupon	02589BAE0	200,000.00	AMXCA 2024-3 A 4.65 07/15/2027		775.00	775.00
07/15/2025	Coupon	34535VAD6	120,000.00	FORDO 2024-D A3 4.61 08/15/2029		461.00	461.00
07/15/2025	Coupon	47800DAD6	100,000.00	JDOT 2025 A3 4.23 09/17/2029		352.50	352.50
07/15/2025	Coupon	47800RAD5	200,000.00	JDOT 2024 A3 4.96 11/15/2028		826.67	826.67
07/15/2025	Coupon	58773DAD6	115,000.00	MBART 2025-1 A3 4.78 12/17/2029		458.08	458.08
07/15/2025	Coupon	891940AC2	109,859.47	TAOT 2023-A A3 4.63 09/15/2027		359.83	359.83
07/15/2025	Principal Paydown	891940AC2	109,859.47	TAOT 2023-A A3 4.63 09/15/2027	8,040.65		8,040.65
07/15/2025	Coupon	89231HAD8	65,000.00	TAOT 2025-B A3 4.34 11/15/2029		258.38	258.38
07/15/2025	Coupon	89239TAD4	60,000.00	TAOT 2024-D A3 4.4 06/15/2029		220.00	220.00
07/15/2025	Coupon	91282CKZ3	375,000.00	UNITED STATES TREASURY 4.375 07/15/2027		8,203.13	8,203.13
07/15/2025	Coupon	92970QAE5	110,000.00	WFCIT 2024-2 A 4.29 10/15/2029		393.25	393.25
07/16/2025	Coupon	362955AD8	80,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		308.00	308.00
07/16/2025	Coupon	38014AAD3	60,000.00	GMCAR 2024-4 A3 4.4 08/16/2029		220.00	220.00
07/24/2025	Coupon	06051GMK2	150,000.00	BANK OF AMERICA CORP 4.979 01/24/2029		3,734.25	3,734.25
07/24/2025	Coupon	46647PEU6	115,000.00	JPMORGAN CHASE & CO 4.915 01/24/2029		2,826.13	2,826.13
07/25/2025	Coupon	096919AD7	400,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,726.67	1,726.67
07/25/2025	Coupon	3137BSRE5	250,000.00	FHMS K-059 A2 3.12 09/25/2026		650.00	650.00
07/25/2025	Coupon	3137FJEH8	250,000.00	FHMS K-081 A2 3.9 08/25/2028		812.50	812.50
07/25/2025	Coupon	3137FKSH0	150,000.00	FHMS K-086 A2 3.859 11/25/2028		482.38	482.38
07/25/2025	Coupon	3137FLN91	300,000.00	FHMS K-091 A2 3.505 03/25/2029		876.25	876.25
07/25/2025	Coupon	3137FMCR1	150,000.00	FHMS K-093 A2 2.982 05/25/2029		372.75	372.75
07/25/2025	Coupon	3137FNAE0	250,000.00	FHMS K-095 A2 2.785 06/25/2029		580.21	580.21
07/25/2025	Coupon	3137FPHK4	300,000.00	FHMS K-098 A2 2.425 08/25/2029		606.25	606.25
07/25/2025	Coupon	3137FRUJ8	275,000.00	FHMS K-105 A2 1.872 01/25/2030		429.00	429.00
07/25/2025	Coupon	46647PDG8	150,000.00	JPMORGAN CHASE & CO 4.851 07/25/2028		3,638.25	3,638.25
07/28/2025	Coupon	06368MJG0	100,000.00	BANK OF MONTREAL 5.004 01/27/2029		2,502.00	2,502.00
07/29/2025	Coupon	3130APFH3	1,000,000.00	FEDERAL HOME LOAN BANKS 0.81 07/29/2025		4,050.00	4,050.00
07/29/2025	Final Maturity	3130APFH3	1,000,000.00	FEDERAL HOME LOAN BANKS 0.81 07/29/2025	1,000,000.00		1,000,000.00
07/31/2025	Coupon	89115A3E0	225,000.00	TORONTO-DOMINION BANK 4.861 01/31/2028		5,468.63	5,468.63
07/31/2025	Coupon	91282CLC3	350,000.00	UNITED STATES TREASURY 4.0 07/31/2029		7,000.00	7,000.00

CASH FLOW REPORT



4.b

City of Campbell | Account #11214 | As of April 30, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
July 2025 Total					1,008,040.65	77,498.58	1,085,539.23
AUGUST 2025							
08/01/2025	Coupon	13063EGT7	205,000.00	CALIFORNIA STATE 4.5 08/01/2029		4,612.50	4,612.50
08/01/2025	Coupon	91159HJK7	200,000.00	US BANCORP 4.653 02/01/2029		4,653.00	4,653.00
08/07/2025	Coupon	63743HFX5	250,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.95 02/07/2030		6,187.50	6,187.50
08/11/2025	Coupon	89236TMK8	225,000.00	TOYOTA MOTOR CREDIT CORP 4.55 08/09/2029		5,118.75	5,118.75
08/14/2025	Coupon	532457CQ9	235,000.00	ELI LILLY AND CO 4.2 08/14/2029		4,935.00	4,935.00
08/15/2025	Coupon	02589BAE0	200,000.00	AMXCA 2024-3 A 4.65 07/15/2027		775.00	775.00
08/15/2025	Coupon	26442CAY0	250,000.00	DUKE ENERGY CAROLINAS LLC 2.45 08/15/2029		3,062.50	3,062.50
08/15/2025	Coupon	34535VAD6	120,000.00	FORDO 2024-D A3 4.61 08/15/2029		461.00	461.00
08/15/2025	Coupon	47800DAD6	100,000.00	JDOT 2025 A3 4.23 09/17/2029		352.50	352.50
08/15/2025	Coupon	47800RAD5	200,000.00	JDOT 2024 A3 4.96 11/15/2028		826.67	826.67
08/15/2025	Coupon	58773DAD6	115,000.00	MBART 2025-1 A3 4.78 12/17/2029		458.08	458.08
08/15/2025	Coupon	891940AC2	109,859.47	TAOT 2023-A A3 4.63 09/15/2027		328.80	328.80
08/15/2025	Principal Paydown	891940AC2	109,859.47	TAOT 2023-A A3 4.63 09/15/2027	7,736.35		7,736.35
08/15/2025	Coupon	89231HAD8	65,000.00	TAOT 2025-B A3 4.34 11/15/2029		258.38	258.38
08/15/2025	Coupon	89239TAD4	60,000.00	TAOT 2024-D A3 4.4 06/15/2029		220.00	220.00
08/15/2025	Coupon	92970QAE5	110,000.00	WFCIT 2024-2 A 4.29 10/15/2029		393.25	393.25
08/18/2025	Coupon	362955AD8	80,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		308.00	308.00
08/18/2025	Coupon	38014AAD3	60,000.00	GMCAR 2024-4 A3 4.4 08/16/2029		220.00	220.00
08/25/2025	Coupon	096919AD7	400,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,726.67	1,726.67
08/25/2025	Coupon	17275RBW1	250,000.00	CISCO SYSTEMS INC 4.55 02/24/2028		5,687.50	5,687.50
08/25/2025	Coupon	3137BSRE5	250,000.00	FHMS K-059 A2 3.12 09/25/2026		650.00	650.00
08/25/2025	Coupon	3137FJEH8	250,000.00	FHMS K-081 A2 3.9 08/25/2028		812.50	812.50
08/25/2025	Coupon	3137FKSH0	150,000.00	FHMS K-086 A2 3.859 11/25/2028		482.38	482.38
08/25/2025	Coupon	3137FLN91	300,000.00	FHMS K-091 A2 3.505 03/25/2029		876.25	876.25
08/25/2025	Coupon	3137FMCR1	150,000.00	FHMS K-093 A2 2.982 05/25/2029		372.75	372.75
08/25/2025	Coupon	3137FNAE0	250,000.00	FHMS K-095 A2 2.785 06/25/2029		580.21	580.21
08/25/2025	Coupon	3137FPHK4	300,000.00	FHMS K-098 A2 2.425 08/25/2029		606.25	606.25
08/25/2025	Coupon	3137FRUJ8	275,000.00	FHMS K-105 A2 1.872 01/25/2030		429.00	429.00

CASH FLOW REPORT



4.b

City of Campbell | Account #11214 | As of April 30, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
August 2025 Total					7,736.35	45,394.43	53,130.78
SEPTEMBER 2025							
09/02/2025	Coupon	91282CGP0	375,000.00	UNITED STATES TREASURY 4.0 02/29/2028		7,500.00	7,500.00
09/02/2025	Coupon	91282CKD2	375,000.00	UNITED STATES TREASURY 4.25 02/28/2029		7,968.75	7,968.75
09/02/2025	Coupon	91282CLK5	400,000.00	UNITED STATES TREASURY 3.625 08/31/2029		7,250.00	7,250.00
09/15/2025	Coupon	00287YDY2	125,000.00	ABBVIE INC 4.65 03/15/2028		3,213.02	3,213.02
09/15/2025	Coupon	02589BAE0	200,000.00	AMXCA 2024-3 A 4.65 07/15/2027		775.00	775.00
09/15/2025	Coupon	34535VAD6	120,000.00	FORDO 2024-D A3 4.61 08/15/2029		461.00	461.00
09/15/2025	Coupon	47800DAD6	100,000.00	JDOT 2025 A3 4.23 09/17/2029		352.50	352.50
09/15/2025	Coupon	47800RAD5	200,000.00	JDOT 2024 A3 4.96 11/15/2028		826.67	826.67
09/15/2025	Coupon	571748CA8	250,000.00	MARSH & MCLENNAN COMPANIES INC 4.65 03/15/2030		5,812.50	5,812.50
09/15/2025	Coupon	58773DAD6	115,000.00	MBART 2025-1 A3 4.78 12/17/2029		458.08	458.08
09/15/2025	Coupon	891940AC2	109,859.47	TAOT 2023-A A3 4.63 09/15/2027		298.95	298.95
09/15/2025	Principal Paydown	891940AC2	109,859.47	TAOT 2023-A A3 4.63 09/15/2027	7,350.70		7,350.70
09/15/2025	Coupon	89231HAD8	65,000.00	TAOT 2025-B A3 4.34 11/15/2029		258.38	258.38
09/15/2025	Coupon	89239TAD4	60,000.00	TAOT 2024-D A3 4.4 06/15/2029		220.00	220.00
09/15/2025	Coupon	91282CGR6	350,000.00	UNITED STATES TREASURY 4.625 03/15/2026		8,093.75	8,093.75
09/15/2025	Coupon	91282CKE0	350,000.00	UNITED STATES TREASURY 4.25 03/15/2027		7,437.50	7,437.50
09/15/2025	Coupon	92970QAE5	110,000.00	WFCIT 2024-2 A 4.29 10/15/2029		393.25	393.25
09/16/2025	Coupon	362955AD8	80,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		308.00	308.00
09/16/2025	Coupon	38014AAD3	60,000.00	GMCAR 2024-4 A3 4.4 08/16/2029		220.00	220.00
09/17/2025	Coupon	3130ANVB3	1,000,000.00	FEDERAL HOME LOAN BANKS 0.8 09/17/2025		4,000.00	4,000.00
09/17/2025	Final Maturity	3130ANVB3	1,000,000.00	FEDERAL HOME LOAN BANKS 0.8 09/17/2025	1,000,000.00		1,000,000.00
09/22/2025	Coupon	459058LR2	125,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030		2,578.13	2,578.13
09/25/2025	Coupon	096919AD7	400,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,726.67	1,726.67
09/25/2025	Coupon	3137BSRE5	250,000.00	FHMS K-059 A2 3.12 09/25/2026		650.00	650.00
09/25/2025	Coupon	3137FJEH8	250,000.00	FHMS K-081 A2 3.9 08/25/2028		812.50	812.50
09/25/2025	Coupon	3137FKSH0	150,000.00	FHMS K-086 A2 3.859 11/25/2028		482.38	482.38
09/25/2025	Coupon	3137FLN91	300,000.00	FHMS K-091 A2 3.505 03/25/2029		876.25	876.25
09/25/2025	Coupon	3137FMCR1	150,000.00	FHMS K-093 A2 2.982 05/25/2029		372.75	372.75

CASH FLOW REPORT



4.b

City of Campbell | Account #11214 | As of April 30, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/25/2025	Coupon	3137FNAE0	250,000.00	FHMS K-095 A2 2.785 06/25/2029		580.21	580.21
09/25/2025	Coupon	3137FPHK4	300,000.00	FHMS K-098 A2 2.425 08/25/2029		606.25	606.25
09/25/2025	Coupon	3137FRUJ8	275,000.00	FHMS K-105 A2 1.872 01/25/2030		429.00	429.00
09/30/2025	Coupon	91282CFM8	350,000.00	UNITED STATES TREASURY 4.125 09/30/2027		7,218.75	7,218.75
09/30/2025	Coupon	91282CKG5	350,000.00	UNITED STATES TREASURY 4.125 03/31/2029		7,218.75	7,218.75
09/30/2025	Coupon	91282CLN9	400,000.00	UNITED STATES TREASURY 3.5 09/30/2029		7,000.00	7,000.00
09/30/2025	Coupon	91282CMU2	300,000.00	UNITED STATES TREASURY 4.0 03/31/2030		6,000.00	6,000.00
September 2025 Total					1,007,350.70	92,398.98	1,099,749.68
OCTOBER 2025							
10/15/2025	Coupon	02589BAE0	200,000.00	AMXCA 2024-3 A 4.65 07/15/2027		775.00	775.00
10/15/2025	Coupon	34535VAD6	120,000.00	FORDO 2024-D A3 4.61 08/15/2029		461.00	461.00
10/15/2025	Coupon	47800DAD6	100,000.00	JDOT 2025 A3 4.23 09/17/2029		352.50	352.50
10/15/2025	Coupon	47800RAD5	200,000.00	JDOT 2024 A3 4.96 11/15/2028		826.67	826.67
10/15/2025	Coupon	58773DAD6	115,000.00	MBART 2025-1 A3 4.78 12/17/2029		458.08	458.08
10/15/2025	Coupon	891940AC2	109,859.47	TAOT 2023-A A3 4.63 09/15/2027		270.59	270.59
10/15/2025	Principal Paydown	891940AC2	109,859.47	TAOT 2023-A A3 4.63 09/15/2027	7,067.52		7,067.52
10/15/2025	Coupon	89231HAD8	65,000.00	TAOT 2025-B A3 4.34 11/15/2029		258.38	258.38
10/15/2025	Coupon	89239TAD4	60,000.00	TAOT 2024-D A3 4.4 06/15/2029		220.00	220.00
10/15/2025	Coupon	91282CJC6	375,000.00	UNITED STATES TREASURY 4.625 10/15/2026		8,671.88	8,671.88
10/15/2025	Coupon	91324PEY4	240,000.00	UNITEDHEALTH GROUP INC 4.6 04/15/2027		5,520.00	5,520.00
10/15/2025	Coupon	92970QAE5	110,000.00	WFCIT 2024-2 A 4.29 10/15/2029		393.25	393.25
10/16/2025	Coupon	362955AD8	80,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		308.00	308.00
10/16/2025	Coupon	38014AAD3	60,000.00	GMCAR 2024-4 A3 4.4 08/16/2029		220.00	220.00
10/16/2025	Coupon	459058LN1	350,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.875 10/16/2029		6,781.25	6,781.25
10/20/2025	Coupon	78017FZQ9	250,000.00	ROYAL BANK OF CANADA 4.51 10/18/2027		5,637.50	5,637.50
10/22/2025	Coupon	857477CP6	250,000.00	STATE STREET CORP 4.33 10/22/2027		5,412.50	5,412.50
10/27/2025	Coupon	06051GLG2	150,000.00	BANK OF AMERICA CORP 5.202 04/25/2029		3,901.50	3,901.50
10/27/2025	Coupon	096919AD7	400,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,726.67	1,726.67
10/27/2025	Coupon	3137BSRE5	250,000.00	FHMS K-059 A2 3.12 09/25/2026		650.00	650.00
10/27/2025	Principal Paydown	3137BSRE5	250,000.00	FHMS K-059 A2 3.12 09/25/2026	512.13		512.13

CASH FLOW REPORT



4.b

City of Campbell | Account #11214 | As of April 30, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/27/2025	Coupon	3137FJEH8	250,000.00	FHMS K-081 A2 3.9 08/25/2028		812.50	812.50
10/27/2025	Coupon	3137FKSH0	150,000.00	FHMS K-086 A2 3.859 11/25/2028		482.38	482.38
10/27/2025	Coupon	3137FLN91	300,000.00	FHMS K-091 A2 3.505 03/25/2029		876.25	876.25
10/27/2025	Coupon	3137FMCR1	150,000.00	FHMS K-093 A2 2.982 05/25/2029		372.75	372.75
10/27/2025	Coupon	3137FNAE0	250,000.00	FHMS K-095 A2 2.785 06/25/2029		580.21	580.21
10/27/2025	Coupon	3137FPHK4	300,000.00	FHMS K-098 A2 2.425 08/25/2029		606.25	606.25
10/27/2025	Coupon	3137FRUJ8	275,000.00	FHMS K-105 A2 1.872 01/25/2030		429.00	429.00
10/28/2025	Coupon	931142FN8	185,000.00	WALMART INC 4.35 04/28/2030		4,023.75	4,023.75
10/31/2025	Coupon	91282CJF9	375,000.00	UNITED STATES TREASURY 4.875 10/31/2028		9,140.63	9,140.63
10/31/2025	Coupon	91282CKP5	375,000.00	UNITED STATES TREASURY 4.625 04/30/2029		8,671.88	8,671.88
10/31/2025	Coupon	91282CLR0	400,000.00	UNITED STATES TREASURY 4.125 10/31/2029		8,250.00	8,250.00
October 2025 Total					7,579.65	77,090.34	84,670.00
NOVEMBER 2025							
11/17/2025	Coupon	02589BAE0	200,000.00	AMXCA 2024-3 A 4.65 07/15/2027		775.00	775.00
11/17/2025	Coupon	14913UUAU4	250,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.7 11/15/2029		5,875.00	5,875.00
11/17/2025	Coupon	34535VAD6	120,000.00	FORDO 2024-D A3 4.61 08/15/2029		461.00	461.00
11/17/2025	Coupon	362955AD8	80,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		308.00	308.00
11/17/2025	Coupon	38014AAD3	60,000.00	GMCAR 2024-4 A3 4.4 08/16/2029		220.00	220.00
11/17/2025	Coupon	47800DAD6	100,000.00	JDOT 2025 A3 4.23 09/17/2029		352.50	352.50
11/17/2025	Coupon	47800RAD5	200,000.00	JDOT 2024 A3 4.96 11/15/2028		826.67	826.67
11/17/2025	Coupon	58773DAD6	115,000.00	MBART 2025-1 A3 4.78 12/17/2029		458.08	458.08
11/17/2025	Coupon	891940AC2	109,859.47	TAOT 2023-A A3 4.63 09/15/2027		243.32	243.32
11/17/2025	Principal Paydown	891940AC2	109,859.47	TAOT 2023-A A3 4.63 09/15/2027	6,759.16		6,759.16
11/17/2025	Coupon	89231HAD8	65,000.00	TAOT 2025-B A3 4.34 11/15/2029		258.38	258.38
11/17/2025	Coupon	89239TAD4	60,000.00	TAOT 2024-D A3 4.4 06/15/2029		220.00	220.00
11/17/2025	Coupon	92970QAE5	110,000.00	WFCIT 2024-2 A 4.29 10/15/2029		393.25	393.25
11/25/2025	Coupon	096919AD7	400,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,726.67	1,726.67
11/25/2025	Coupon	3137BSRE5	250,000.00	FHMS K-059 A2 3.12 09/25/2026		648.67	648.67
11/25/2025	Principal Paydown	3137BSRE5	250,000.00	FHMS K-059 A2 3.12 09/25/2026	488.21		488.21
11/25/2025	Coupon	3137FJEH8	250,000.00	FHMS K-081 A2 3.9 08/25/2028		812.50	812.50
11/25/2025	Coupon	3137FKSH0	150,000.00	FHMS K-086 A2 3.859 11/25/2028		482.38	482.38

CASH FLOW REPORT



4.b

City of Campbell | Account #11214 | As of April 30, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/25/2025	Coupon	3137FLN91	300,000.00	FHMS K-091 A2 3.505 03/25/2029		876.25	876.25
11/25/2025	Coupon	3137FMCR1	150,000.00	FHMS K-093 A2 2.982 05/25/2029		372.75	372.75
11/25/2025	Coupon	3137FNAE0	250,000.00	FHMS K-095 A2 2.785 06/25/2029		580.21	580.21
11/25/2025	Coupon	3137FPHK4	300,000.00	FHMS K-098 A2 2.425 08/25/2029		606.25	606.25
11/25/2025	Coupon	3137FRUJ8	275,000.00	FHMS K-105 A2 1.872 01/25/2030		429.00	429.00
November 2025 Total					7,247.37	16,925.87	24,173.24
DECEMBER 2025							
12/01/2025	Coupon	91282CMA6	400,000.00	UNITED STATES TREASURY 4.125 11/30/2029		8,250.00	8,250.00
12/11/2025	Coupon	24422EXT1	225,000.00	JOHN DEERE CAPITAL CORP 4.85 06/11/2029		5,456.25	5,456.25
12/15/2025	Coupon	02589BAE0	200,000.00	AMXCA 2024-3 A 4.65 07/15/2027		775.00	775.00
12/15/2025	Coupon	06406RBG1	225,000.00	BANK OF NEW YORK MELLON CORP 3.992 06/13/2028		4,491.00	4,491.00
12/15/2025	Coupon	34535VAD6	120,000.00	FORDO 2024-D A3 4.61 08/15/2029		461.00	461.00
12/15/2025	Coupon	47800DAD6	100,000.00	JDOT 2025 A3 4.23 09/17/2029		352.50	352.50
12/15/2025	Coupon	47800RAD5	200,000.00	JDOT 2024 A3 4.96 11/15/2028		826.67	826.67
12/15/2025	Principal Paydown	47800RAD5	200,000.00	JDOT 2024 A3 4.96 11/15/2028	548.69		548.69
12/15/2025	Coupon	58773DAD6	115,000.00	MBART 2025-1 A3 4.78 12/17/2029		458.08	458.08
12/15/2025	Coupon	891940AC2	109,859.47	TAOT 2023-A A3 4.63 09/15/2027		217.25	217.25
12/15/2025	Principal Paydown	891940AC2	109,859.47	TAOT 2023-A A3 4.63 09/15/2027	5,936.13		5,936.13
12/15/2025	Coupon	89231HAD8	65,000.00	TAOT 2025-B A3 4.34 11/15/2029		258.38	258.38
12/15/2025	Coupon	89239TAD4	60,000.00	TAOT 2024-D A3 4.4 06/15/2029		220.00	220.00
12/15/2025	Coupon	91282CHH7	375,000.00	UNITED STATES TREASURY 4.125 06/15/2026		7,734.38	7,734.38
12/15/2025	Coupon	92970QAE5	110,000.00	WFCIT 2024-2 A 4.29 10/15/2029		393.25	393.25
12/16/2025	Coupon	362955AD8	80,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		308.00	308.00
12/16/2025	Coupon	38014AAD3	60,000.00	GMCAR 2024-4 A3 4.4 08/16/2029		220.00	220.00
12/22/2025	Coupon	3133ENZC7	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.12 06/22/2026		20,600.00	20,600.00
12/25/2025	Coupon	096919AD7	400,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,726.67	1,726.67
12/25/2025	Coupon	3137BSRE5	250,000.00	FHMS K-059 A2 3.12 09/25/2026		647.40	647.40
12/25/2025	Principal Paydown	3137BSRE5	250,000.00	FHMS K-059 A2 3.12 09/25/2026	514.69		514.69
12/25/2025	Coupon	3137FJEH8	250,000.00	FHMS K-081 A2 3.9 08/25/2028		812.50	812.50

CASH FLOW REPORT



4.b

City of Campbell | Account #11214 | As of April 30, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/25/2025	Coupon	3137FKSH0	150,000.00	FHMS K-086 A2 3.859 11/25/2028		482.38	482.38
12/25/2025	Coupon	3137FLN91	300,000.00	FHMS K-091 A2 3.505 03/25/2029		876.25	876.25
12/25/2025	Coupon	3137FMCR1	150,000.00	FHMS K-093 A2 2.982 05/25/2029		372.75	372.75
12/25/2025	Coupon	3137FNAE0	250,000.00	FHMS K-095 A2 2.785 06/25/2029		580.21	580.21
12/25/2025	Coupon	3137FPHK4	300,000.00	FHMS K-098 A2 2.425 08/25/2029		606.25	606.25
12/25/2025	Coupon	3137FRUJ8	275,000.00	FHMS K-105 A2 1.872 01/25/2030		429.00	429.00
12/26/2025	Coupon	437076DB5	225,000.00	HOME DEPOT INC 4.875 06/25/2027		5,484.38	5,484.38
12/31/2025	Coupon	91282CEV9	350,000.00	UNITED STATES TREASURY 3.25 06/30/2029		5,687.50	5,687.50
12/31/2025	Coupon	91282CHK0	350,000.00	UNITED STATES TREASURY 4.0 06/30/2028		7,000.00	7,000.00
12/31/2025	Coupon	91282CMD0	400,000.00	UNITED STATES TREASURY 4.375 12/31/2029		8,750.00	8,750.00
December 2025							
Total					6,999.51	84,477.02	91,476.53
JANUARY 2026							
01/09/2026	Coupon	02665WFK2	200,000.00	AMERICAN HONDA FINANCE CORP 4.9 07/09/2027		4,900.00	4,900.00
01/09/2026	Coupon	89236TNA9	170,000.00	TOYOTA MOTOR CREDIT CORP 4.95 01/09/2030		4,207.50	4,207.50
01/12/2026	Coupon	3133ENZ9	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.96 07/12/2027		19,800.00	19,800.00
01/15/2026	Coupon	02589BAE0	200,000.00	AMXCA 2024-3 A 4.65 07/15/2027		775.00	775.00
01/15/2026	Coupon	34535VAD6	120,000.00	FORDO 2024-D A3 4.61 08/15/2029		461.00	461.00
01/15/2026	Coupon	47800DAD6	100,000.00	JDOT 2025 A3 4.23 09/17/2029		352.50	352.50
01/15/2026	Coupon	47800RAD5	200,000.00	JDOT 2024 A3 4.96 11/15/2028		824.40	824.40
01/15/2026	Principal Paydown	47800RAD5	200,000.00	JDOT 2024 A3 4.96 11/15/2028	16,233.78		16,233.78
01/15/2026	Coupon	58773DAD6	115,000.00	MBART 2025-1 A3 4.78 12/17/2029		458.08	458.08
01/15/2026	Coupon	891940AC2	109,859.47	TAOT 2023-A A3 4.63 09/15/2027		194.34	194.34
01/15/2026	Principal Paydown	891940AC2	109,859.47	TAOT 2023-A A3 4.63 09/15/2027	5,829.57		5,829.57
01/15/2026	Coupon	89231HAD8	65,000.00	TAOT 2025-B A3 4.34 11/15/2029		258.38	258.38
01/15/2026	Coupon	89239TAD4	60,000.00	TAOT 2024-D A3 4.4 06/15/2029		220.00	220.00
01/15/2026	Coupon	91282CKZ3	375,000.00	UNITED STATES TREASURY 4.375 07/15/2027		8,203.13	8,203.13
01/15/2026	Coupon	92970QAE5	110,000.00	WFCIT 2024-2 A 4.29 10/15/2029		393.25	393.25
01/16/2026	Coupon	362955AD8	80,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		308.00	308.00
01/16/2026	Coupon	38014AAD3	60,000.00	GMCAR 2024-4 A3 4.4 08/16/2029		220.00	220.00

CASH FLOW REPORT



4.b

City of Campbell | Account #11214 | As of April 30, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/26/2026	Coupon	06051GMK2	150,000.00	BANK OF AMERICA CORP 4.979 01/24/2029		3,734.25	3,734.25
01/26/2026	Coupon	096919AD7	400,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,726.67	1,726.67
01/26/2026	Principal Paydown	096919AD7	400,000.00	BMWOT 2024-A A3 5.18 02/26/2029	2,508.73		2,508.73
01/26/2026	Coupon	3137BSRE5	250,000.00	FHMS K-059 A2 3.12 09/25/2026		646.06	646.06
01/26/2026	Principal Paydown	3137BSRE5	250,000.00	FHMS K-059 A2 3.12 09/25/2026	10,259.24		10,259.24
01/26/2026	Coupon	3137FJEH8	250,000.00	FHMS K-081 A2 3.9 08/25/2028		812.50	812.50
01/26/2026	Coupon	3137FKSH0	150,000.00	FHMS K-086 A2 3.859 11/25/2028		482.38	482.38
01/26/2026	Coupon	3137FLN91	300,000.00	FHMS K-091 A2 3.505 03/25/2029		876.25	876.25
01/26/2026	Coupon	3137FMCR1	150,000.00	FHMS K-093 A2 2.982 05/25/2029		372.75	372.75
01/26/2026	Coupon	3137FNAE0	250,000.00	FHMS K-095 A2 2.785 06/25/2029		580.21	580.21
01/26/2026	Coupon	3137FPHK4	300,000.00	FHMS K-098 A2 2.425 08/25/2029		606.25	606.25
01/26/2026	Coupon	3137FRUJ8	275,000.00	FHMS K-105 A2 1.872 01/25/2030		429.00	429.00
01/26/2026	Coupon	46647PDG8	150,000.00	JPMORGAN CHASE & CO 4.851 07/25/2028		3,638.25	3,638.25
01/26/2026	Coupon	46647PEU6	115,000.00	JPMORGAN CHASE & CO 4.915 01/24/2029		2,826.13	2,826.13
01/27/2026	Coupon	06368MJG0	100,000.00	BANK OF MONTREAL 5.004 01/27/2029		2,502.00	2,502.00
January 2026 Total					34,831.32	60,808.26	95,639.58
FEBRUARY 2026							
02/02/2026	Coupon	13063EGT7	205,000.00	CALIFORNIA STATE 4.5 08/01/2029		4,612.50	4,612.50
02/02/2026	Coupon	89115A3E0	225,000.00	TORONTO-DOMINION BANK 4.861 01/31/2028		5,468.63	5,468.63
02/02/2026	Coupon	91159HJK7	200,000.00	US BANCORP 4.653 02/01/2029		4,653.00	4,653.00
02/02/2026	Coupon	91282CLC3	350,000.00	UNITED STATES TREASURY 4.0 07/31/2029		7,000.00	7,000.00
02/09/2026	Coupon	63743HFX5	250,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.95 02/07/2030		6,187.50	6,187.50
02/09/2026	Coupon	89236TMK8	225,000.00	TOYOTA MOTOR CREDIT CORP 4.55 08/09/2029		5,118.75	5,118.75
02/16/2026	Coupon	34535VAD6	120,000.00	FORDO 2024-D A3 4.61 08/15/2029		461.00	461.00
02/16/2026	Coupon	362955AD8	80,000.00	GM CAR 2025-1 A3 4.62 12/17/2029		308.00	308.00
02/16/2026	Coupon	38014AAD3	60,000.00	GM CAR 2024-4 A3 4.4 08/16/2029		220.00	220.00
02/16/2026	Coupon	47800DAD6	100,000.00	JDOT 2025 A3 4.23 09/17/2029		352.50	352.50
02/16/2026	Coupon	47800RAD5	200,000.00	JDOT 2024 A3 4.96 11/15/2028		757.30	757.30
02/16/2026	Principal Paydown	47800RAD5	200,000.00	JDOT 2024 A3 4.96 11/15/2028	11,734.84		11,734.84
02/16/2026	Coupon	58773DAD6	115,000.00	MBART 2025-1 A3 4.78 12/17/2029		458.08	458.08
02/16/2026	Coupon	891940AC2	109,859.47	TAOT 2023-A A3 4.63 09/15/2027		171.85	171.85

CASH FLOW REPORT



4.b

City of Campbell | Account #11214 | As of April 30, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/16/2026	Principal Paydown	891940AC2	109,859.47	TAOT 2023-A A3 4.63 09/15/2027	5,752.72		5,752.72
02/16/2026	Coupon	89231HAD8	65,000.00	TAOT 2025-B A3 4.34 11/15/2029		258.38	258.38
02/16/2026	Coupon	89239TAD4	60,000.00	TAOT 2024-D A3 4.4 06/15/2029		220.00	220.00
02/17/2026	Coupon	02589BAE0	200,000.00	AMXCA 2024-3 A 4.65 07/15/2027		775.00	775.00
02/17/2026	Coupon	26442CAY0	250,000.00	DUKE ENERGY CAROLINAS LLC 2.45 08/15/2029		3,062.50	3,062.50
02/17/2026	Coupon	532457CQ9	235,000.00	ELI LILLY AND CO 4.2 08/14/2029		4,935.00	4,935.00
02/17/2026	Coupon	92970QAE5	110,000.00	WFCIT 2024-2 A 4.29 10/15/2029		393.25	393.25
02/24/2026	Coupon	17275RBW1	250,000.00	CISCO SYSTEMS INC 4.55 02/24/2028		5,687.50	5,687.50
02/25/2026	Coupon	096919AD7	400,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,715.84	1,715.84
02/25/2026	Principal Paydown	096919AD7	400,000.00	BMWOT 2024-A A3 5.18 02/26/2029	22,206.35		22,206.35
02/25/2026	Coupon	3137BSRE5	250,000.00	FHMS K-059 A2 3.12 09/25/2026		619.39	619.39
02/25/2026	Principal Paydown	3137BSRE5	250,000.00	FHMS K-059 A2 3.12 09/25/2026	2,074.51		2,074.51
02/25/2026	Coupon	3137FJEH8	250,000.00	FHMS K-081 A2 3.9 08/25/2028		812.50	812.50
02/25/2026	Coupon	3137FKSH0	150,000.00	FHMS K-086 A2 3.859 11/25/2028		482.38	482.38
02/25/2026	Coupon	3137FLN91	300,000.00	FHMS K-091 A2 3.505 03/25/2029		876.25	876.25
02/25/2026	Coupon	3137FMCR1	150,000.00	FHMS K-093 A2 2.982 05/25/2029		372.75	372.75
02/25/2026	Coupon	3137FNAE0	250,000.00	FHMS K-095 A2 2.785 06/25/2029		580.21	580.21
02/25/2026	Coupon	3137FPHK4	300,000.00	FHMS K-098 A2 2.425 08/25/2029		606.25	606.25
02/25/2026	Coupon	3137FRUJ8	275,000.00	FHMS K-105 A2 1.872 01/25/2030		429.00	429.00
February 2026 Total					41,768.42	57,595.29	99,363.71
MARCH 2026							
03/02/2026	Coupon	91282CGP0	375,000.00	UNITED STATES TREASURY 4.0 02/29/2028		7,500.00	7,500.00
03/02/2026	Coupon	91282CKD2	375,000.00	UNITED STATES TREASURY 4.25 02/28/2029		7,968.75	7,968.75
03/02/2026	Coupon	91282CLK5	400,000.00	UNITED STATES TREASURY 3.625 08/31/2029		7,250.00	7,250.00
03/16/2026	Coupon	00287YDY2	125,000.00	ABBVIE INC 4.65 03/15/2028		2,906.25	2,906.25
03/16/2026	Coupon	02589BAE0	200,000.00	AMXCA 2024-3 A 4.65 07/15/2027		775.00	775.00
03/16/2026	Coupon	34535VAD6	120,000.00	FORDO 2024-D A3 4.61 08/15/2029		461.00	461.00
03/16/2026	Coupon	362955AD8	80,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		308.00	308.00
03/16/2026	Coupon	38014AAD3	60,000.00	GMCAR 2024-4 A3 4.4 08/16/2029		220.00	220.00
03/16/2026	Coupon	47800DAD6	100,000.00	JDOT 2025 A3 4.23 09/17/2029		352.50	352.50

CASH FLOW REPORT



4.b

City of Campbell | Account #11214 | As of April 30, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/16/2026	Coupon	47800RAD5	200,000.00	JDOT 2024 A3 4.96 11/15/2028		708.80	708.80
03/16/2026	Principal Paydown	47800RAD5	200,000.00	JDOT 2024 A3 4.96 11/15/2028	8,001.76		8,001.76
03/16/2026	Coupon	571748CA8	250,000.00	MARSH & MCLENNAN COMPANIES INC 4.65 03/15/2030		5,812.50	5,812.50
03/16/2026	Coupon	58773DAD6	115,000.00	MBART 2025-1 A3 4.78 12/17/2029		458.08	458.08
03/16/2026	Coupon	891940AC2	109,859.47	TAOT 2023-A A3 4.63 09/15/2027		149.65	149.65
03/16/2026	Principal Paydown	891940AC2	109,859.47	TAOT 2023-A A3 4.63 09/15/2027	5,594.14		5,594.14
03/16/2026	Coupon	89231HAD8	65,000.00	TAOT 2025-B A3 4.34 11/15/2029		258.38	258.38
03/16/2026	Coupon	89239TAD4	60,000.00	TAOT 2024-D A3 4.4 06/15/2029		220.00	220.00
03/16/2026	Coupon	91282CGR6	350,000.00	UNITED STATES TREASURY 4.625 03/15/2026		8,093.75	8,093.75
03/16/2026	Final Maturity	91282CGR6	350,000.00	UNITED STATES TREASURY 4.625 03/15/2026	350,000.00		350,000.00
03/16/2026	Coupon	91282CKE0	350,000.00	UNITED STATES TREASURY 4.25 03/15/2027		7,437.50	7,437.50
03/16/2026	Coupon	92970QAE5	110,000.00	WFCIT 2024-2 A 4.29 10/15/2029		393.25	393.25
03/20/2026	Coupon	459058LR2	125,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030		2,578.13	2,578.13
03/25/2026	Coupon	096919AD7	400,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,619.98	1,619.98
03/25/2026	Principal Paydown	096919AD7	400,000.00	BMWOT 2024-A A3 5.18 02/26/2029	21,520.46		21,520.46
03/25/2026	Coupon	3137BSRE5	250,000.00	FHMS K-059 A2 3.12 09/25/2026		613.99	613.99
03/25/2026	Principal Paydown	3137BSRE5	250,000.00	FHMS K-059 A2 3.12 09/25/2026	18,710.25		18,710.25
03/25/2026	Coupon	3137FJEH8	250,000.00	FHMS K-081 A2 3.9 08/25/2028		812.50	812.50
03/25/2026	Coupon	3137FKSH0	150,000.00	FHMS K-086 A2 3.859 11/25/2028		482.38	482.38
03/25/2026	Coupon	3137FLN91	300,000.00	FHMS K-091 A2 3.505 03/25/2029		876.25	876.25
03/25/2026	Coupon	3137FMCR1	150,000.00	FHMS K-093 A2 2.982 05/25/2029		372.75	372.75
03/25/2026	Coupon	3137FNAE0	250,000.00	FHMS K-095 A2 2.785 06/25/2029		580.21	580.21
03/25/2026	Coupon	3137FPHK4	300,000.00	FHMS K-098 A2 2.425 08/25/2029		606.25	606.25
03/25/2026	Coupon	3137FRUJ8	275,000.00	FHMS K-105 A2 1.872 01/25/2030		429.00	429.00
March 2026 Total					403,826.61	60,244.84	464,071.45
Grand Total			73,601,908.38		2,542,627.43	674,064.53	3,216,691.91

IMPORTANT DISCLOSURES



4.b

City of Campbell | Account #11214 | As of April 30, 2025

Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

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

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

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

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

BENCHMARK INDEX & DISCLOSURES



4.b

City of Campbell | Account #11214 | As of April 30, 2025

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



*City
Council
Report*

Item: 5
Category: CONSENT CALENDAR
Meeting Date: June 3, 2025

TITLE: Monthly Treasurer's Report (April 2025)

RECOMMENDED ACTION

That the City Council review and accept the Monthly Treasurer's Report for the month ended April 30, 2025.

BACKGROUND

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

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

DISCUSSION

This Monthly Treasurer's Report details and summarizes receipts, disbursements, and fund balances for the month ended April 30, 2025. As shown in **Attachment A**, the City recognized \$9.0 million in revenues and incurred \$8.2 million in expenditures in total, for all City funds along with \$115,000 of positive prior period adjustments. The City's overall ending fund balance for April 2025 is \$70.3 million, an increase of \$900,000 from the March 2025 total of \$69.4 million.

For the month of April 2025, the City's General Fund recognized \$7.4 million in revenues and incurred \$4.8 million in expenditures along with \$222,000 in negative prior period adjustments. The City's ending General Fund balance for April 2025 is \$17.9 million, an increase of \$2.5 million from the March 2025 total of \$15.4 million.

FISCAL IMPACT

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

Prepared by: 
Carolina Vargas, Accountant

Approved by: 
Brian Loventhal, City Manager

Attachment:

- a. 2025.04 Fund Balance Report

**City of Campbell
Changes in Total Fund Balance
For the month ended April 30, 2025**

Fund Description	Fund Balance as of 03/31/2025	Prior Month Adjustment	Current Revenue	Current Expenditure	Fund Balance as of 04/30/2025
General Fund					
Nonspendable Fund Balance					
Leases	\$ 199,081.00	\$ -	\$ -	\$ -	\$ 199,081.00
Committed Fund Balance					
General Plan Update	-	-	-	-	-
Compensated Absences	970,698.00	-	-	-	970,698.00
Liability insurance	157,936.00	-	-	-	157,936.00
Available Capital Improvement Reserve	212,351.00	-	-	-	212,351.00
Committed Capital Improvement Reserve	1,240,899.00	-	-	-	1,240,899.00
Community Center Facility	149,706.00	-	-	-	149,706.00
Heritage Theater	180,344.00	-	-	-	180,344.00
Historic Preservation	5,000.00	-	-	-	5,000.00
Assigned Fund Balance					
Capital Projects (Construction Tax)	138,406.00	-	-	-	138,406.00
Unemployment insurance	90,000.00	-	-	-	90,000.00
PERS	2,252,000.00	-	-	-	2,252,000.00
OPEB	393,315.00	-	-	-	393,315.00
Encumbrances	917,512.00	-	-	-	917,512.00
Unassigned Fund Balance					
Unassigned	(4,563,469.01)	(222,004.61)	7,443,674.95	(4,766,773.73)	(2,108,572.40)
City Council Reserve	362,624.00	-	-	-	362,624.00
Economic fluctuations	9,485,886.00	-	-	-	9,485,886.00
Emergency	3,207,454.00	-	-	-	3,207,454.00
General Fund Total	15,399,742.99	(222,004.61)	7,443,674.95	(4,766,773.73)	17,854,639.60
Special Revenue					
Vehicle Impact	2,562,639.29	21,986.62	97,740.03	-	2,682,365.94
Gas Tax	2,344,253.09	20,298.27	186,961.18	(159,191.57)	2,392,320.97
Asset Forfeiture	151,549.67	1,343.08	36.68	-	152,929.43
Lighting & Landscape District	1,018,178.62	8,779.45	361,566.22	(326,785.07)	1,061,739.22
Housing & Community Development	345.85	-	-	-	345.85
Environmental Services	1,074,037.07	9,623.30	44,891.38	(54,284.55)	1,074,267.20
Supplemental Law Enforcement	52,790.94	490.46	48,694.70	(13,972.37)	88,003.73
State & Other Grants	(767,758.09)	881.61	-	-	(766,876.48)
TDA Grant	375,659.55	3,341.17	-	-	379,000.72
Federal Grants	685,585.90	5,559.13	-	-	691,145.03
ARPA Fund	129,511.40	56,445.18	-	-	185,956.58
Housing Assistance	8,088,659.29	6,079.76	-	(57,151.57)	8,037,587.48
Community Restitution Fund	177,216.83	1,532.38	6,588.00	(3,087.74)	182,249.47
Community Facilities District #1	(26,005.45)	59.29	-	(1,041.71)	(26,987.87)
Community Facilities District #2	235,284.24	2,118.68	-	(1,623.20)	235,779.72
Parkland Dedication	6,213,602.71	55,212.02	138,761.00	-	6,407,575.73
Recreation - Private Grants	6,453.81	57.40	-	-	6,511.21
Adult Center	17,878.30	159.01	-	-	18,037.31
Special Revenue Fund Total	22,339,883.02	193,966.81	885,239.19	(617,137.78)	22,801,951.24
Debt Service					
Measure O	1,587,922.18	-	15,997.41	(876,300.00)	727,619.59
LID #30	34,648.62	308.17	-	-	34,956.79
2016 Refunding Lease Revenue Bond	(89,765.26)	-	44.06	(55,700.00)	(145,421.20)
Debt Service Fund Total	1,532,805.54	308.17	16,041.47	(932,000.00)	617,155.18
Internal Service Fund					
Motor Vehicle Pool	1,075,801.98	7,745.60	93,805.57	(122,511.94)	1,054,841.21
Information Technology Pool	(330,803.09)	3,120.02	96,832.65	(100,017.50)	(330,867.92)
Worker's Compensation	1,636,045.57	70,545.71	53,397.16	(94,332.87)	1,665,655.57
Internal Service Fund Total	2,381,044.46	81,411.33	244,035.38	(316,862.31)	2,389,628.86
Trust/Agency					
Successor Agency	2,915,768.37	6,163.55	663.67	(129,131.50)	2,793,464.09
West Valley Solid Waste JPA	922,806.53	7,999.47	122,817.84	(33,603.63)	1,020,020.21
SCC Specialized Enforcement Team	-	-	-	-	-
Trust/Agency Fund Total	3,838,574.90	14,163.02	123,481.51	(162,735.13)	3,813,484.30
Capital Project					
Capital Projects Fund	(1,353,431.90)	-	-	(113,473.83)	(1,466,905.73)
Measure O CIP Fund	25,282,570.50	46,930.40	261,763.44	(1,282,010.71)	24,309,253.63
Capital Project Fund Total	23,929,138.60	46,930.40	261,763.44	(1,395,484.54)	22,842,347.90
Total City	\$ 69,421,189.51	\$ 114,775.12	\$ 8,974,235.94	\$ (8,190,993.49)	\$ 70,319,207.08

Attachment: 2025.04 Fund Balance Report (Monthly Treasurer's Report (April 2025))



*City
Council
Report*

Item: 6
Category: CONSENT CALENDAR
Meeting Date: June 3, 2025

TITLE: Renewal of License Agreement with Campbell Pony Baseball League for Use of the Baseball Field, Concession Building, and Associated Areas at John D. Morgan Park (Resolution/Roll Call Vote)

RECOMMENDED ACTION

That the City Council approve an addendum to renew the license agreement with Campbell Pony Baseball League for the use of the enclosed baseball field, concession building and associated areas at John D. Morgan Park for the period of July 1, 2025 - June 30, 2028 and authorize the City Manager to execute.

BACKGROUND

The City of Campbell and Campbell Pony Baseball League have a long history of collaboration. Campbell Pony Baseball League has been headquartered at Rincon Park, later named John D. Morgan Park, since 1969. The League installed many of the improvements at the field including the backstop and dirt infield, as well as built the Equipment Room now used by the Recreation and Community Services Department for summer day camp programs. The first formal agreement between the City and Campbell Pony Baseball League was developed in 1975 and has been updated periodically. The agreement provides exclusive use of the enclosed field to Campbell Pony Baseball League. Because of this arrangement, the enclosed field at John D. Morgan Park is not rentable and does not fall under the Park, Field and Athletic Use Policy.

The term of the most recent license agreement with Campbell Pony Baseball League expires on June 30, 2025. The agreement specifies that Campbell Pony Baseball League pays for electricity used, maintains concession equipment, maintains the infield, provides labor to perform repairs to infield turf, and removes trash from building and bleacher area. The City pays for water, sewer and trash; maintains the outfield, provides sprinkler heads and supplies, maintains the exterior of the building, repairs bleachers and maintains public safety for all areas accessible to the public.

DISCUSSION

For fifty years, the League has maintained a cooperative working relationship with the City and has honored the terms of the agreement with the City. Recently, City staff

spoke with representatives from the League to review the current license agreement and found that the terms are working well for both the League and the City. Accordingly, staff recommends that the City Council approve an addendum to renew the terms of the agreement for the League's continued use of the enclosed baseball field, concession building, and associated areas at John D. Morgan Park, for a period of three (3) years, from July 1, 2025 through June 30, 2028 and authorize the City Manager to execute said addendum. The addendum to the agreement will include an annual 3% increase in use fees and the continued quarterly billing for electricity use.

FISCAL IMPACT

The annual fee that would be charged to Campbell Pony Baseball League for use of the associated areas of John D. Morgan Park is \$1,142 for Fiscal Year 2025-26, with a standard fee increase of 3% each year for 2026-27 and 2027-28. This fee revenue has been factored into the Fiscal Year 2025-26 Proposed Budget. Quarterly billing for electricity use will continue.

ALTERNATIVES

1. Direct staff to modify the terms of the license agreement.
2. Direct staff not to renew the license agreement.

Prepared by:



Lauren Merriman, Recreation Services
Manager

Reviewed by:



Natasha Bissell, Recreation and
Community Services Director

Approved by:



Brian Loventhal, City Manager

Attachment:

- a. RESOLUTION Pony Baseball Agreements 2025-2028
- b. Pony Lease Agreement July 2022-2025 with signatures
- c. Pony Baseball ADDENDUM A July 2025-2028

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL APPROVING AN ADDENDUM TO THE LICENSEE AGREEMENT AND CONCESSION AGREEMENT TO CAMPBELL PONY BASEBALL LEAGUE FOR USE OF THE ENCLOSED BASEBALL FIELD AND ASSOCIATED AREA (BLEACHERS, DUGOUTS, AND SEASONAL BATTING CAGE) AND CONCESSION AREA OF BUILDING AT JOHN D. MORGAN PARK FOR THREE YEARS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE ADDENDUMS

WHEREAS, the City of Campbell and Campbell Pony Baseball League, a 501c3 non-profit organization, have a long history of collaboration; and

WHEREAS, Campbell Pony Baseball League has been headquartered at Rincon Park, later named John D. Morgan Park since 1969; and

WHEREAS, the first formal agreement between the City of Campbell and Campbell Pony Baseball League was developed in 1975 and updated periodically; and

WHEREAS, the agreement provides exclusive use of the enclosed field to Campbell Pony Baseball League and the enclosed field is not rentable to other field users; and

WHEREAS, the most recent agreement between the City of Campbell and Campbell Pony Baseball League expires on June 30, 2025;

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Campbell hereby approves an addendum to the existing licensee agreement and concession agreement to Campbell Pony Baseball League for use of the enclosed baseball field and associated area (bleachers, dugouts, and seasonal batting cage) and concession area of building at John D. Morgan Park for a term of three years expiring on June 30, 2028 and authorizes the City Manager to execute said addendums.

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

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

APPROVED:

Sergio Lopez, Mayor

ATTEST:

Andrea Saunders, City Clerk

Attachment: RESOLUTION Pony Baseball Agreements 2025-2028 (Renewal of Campbell Pony Baseball League Agreement)

LICENSE AGREEMENT

THIS IS AN AGREEMENT is made and entered into this 1st day of July 2022 ("Effective Date") by and between the CITY OF CAMPBELL ("Licensor or City") and **CAMPBELL PONY BASEBALL LEAGUE** ("Licensee") for license of certain portions of real property and facilities on the terms and conditions set forth hereinafter. All Licensee concerns pertaining to this license should be directed to the Licensor or its designated representative. Licensor and Licensee may also be identified individually as "Party" or collectively as the "Parties."

IT IS AGREED between the parties as follows:

SECTION ONE: Subject and Purpose

Licensor grants to Licensee an exclusive license ("License") for use of the following described real property and/or facilities; situated at:

Enclosed Baseball Field and Associated Area
(bleachers, dugouts, and seasonal batting cage)
and Concession Area of Building
at John D. Morgan Park, 540 W. Rincon Avenue
Campbell, California
 ("the License Area," as shown in the attached Exhibit A)

The License Area shall be used only for purposes consistent with the zoning district. The Licensee must maintain and restrict all uses, operations and activities that arise from such License Agreement to comply with applicable City, County and State laws, applicable policies, and all rules and regulations of the John D. Morgan Park. Licensee shall be solely responsible for securing any permits where required.

The following uses are prohibited: (a) the serving, use, and/or sale of alcoholic beverages and illegal drugs; (b) the conduction of games of chance on the premises.

Licensee shall respect the rights and privileges of patrons, the public, users of adjacent recreational facilities, and adjacent residents and properties. Language that is obscene, defamatory, vulgar or profane, or likely to provoke a violent reaction; or that promotes or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, sexual orientation, or national origin shall be prohibited.

Licensee may operate a food/snack bar concession from the Concession Area of the License Area, under the terms and conditions set forth in the attached Concession Agreement (Exhibit B), approved and set forth by Licensor.

Licensee shall be allowed to construct its temporary batting cage at John D. Morgan Park, adjacent to the pony field during the period between February 15th and August 15th of each year, to coincide with the Spring/Summer hardball season. The use of hardballs is restricted to the License Area and shall not be thrown in open public areas. These conditions may only be altered by written request and subsequent approval of the City's Director of Recreation and Community Services Department.

Licensee agrees to comply with Licensor's Field Use Policy (available at <https://www.campbellca.gov/DocumentCenter/View/894/Park-Field--Athletic-Field-Use-Policy?bidId=>) and to continue to submit annual requests for field use, subject to annual administrative processing fees.

Licensee may host up to two tournaments per year where team and/or spectator entry fees are collected and for the purpose of raising funds to support annual fees. Said tournaments must be scheduled and permitted by the Recreation and Community Services Department at least 3 months in advance.

SECTION TWO: Use of the Site by the Public

The Licensor agrees to make available to the Licensee the following described property, being a part of this License Agreement: the enclosed baseball field, its bleachers, dugouts, and seasonal batting cage, as well as the scoring booth and concession area of the adjacent building, as described above and illustrated in Exhibit A for Licensee's exclusive use as well as use of the adjacent parking lots, patios, public restrooms and common areas for Licensee's non-exclusive use. Authorization for such use shall be at the sole discretion of the Licensor and in accordance with the regulations and policies established by the Licensor.

The Licensee may apply to use additional specific grounds or green areas at dates and times where such use is not in conflict with the use by another authorized individual/organization pursuant to this section. The Licensor shall have the sole power to issue such permits. Any application/request for use of grounds will be directed to the Licensor, who will determine if issuance of the use permit would conflict with other scheduled uses of the premises. Upon determination that no conflict would result, the Licensor will issue the authorizing permit and provide the affected Licensee with an informational copy. Applicable field use fees will apply per the City's adopted fee schedule.

SECTION THREE Access to Premises; Signs Posted by Owner; Use of Premises

(A) Use Of Premises

The premises shall be used and occupied only for the following purpose(s): baseball practice and play, concession, spectator seating, and storage space for Campbell Pony Baseball League, and related activities ("Permitted Use"), and for no other purpose(s). Licensee's operations and activities shall not begin prior to 7:30am and shall conclude by sunset, unless otherwise approved in advance by Licensor.

Licensee shall provide an itemized summary of all hazardous materials (helium, propane, gasoline, insecticides, etc.) to be stored on the premises. Hazardous materials shall be stored properly according to Cal-OSHA safety regulations. Any unauthorized use shall be a breach of this License.

(B) Access To Premises

Licensee shall permit Licensor or their agents or employees to enter the License Area at all reasonable hours to inspect the premises or make repairs that Licensee may neglect or refuse to make in accordance to the provisions of the License. Licensee agrees not to obstruct the sidewalks, entry passages, halls or stairways and will use the same only as passages, and means of passage to and from its respective areas.

Licensee shall not change any of the keys or locks on any of the Licensee's premises without the prior consent of the Licensor, and shall provide Licensor with two sets of keys to all locks placed on Licensor 's premises.

Licensor reserves the right to modify portions of the John D. Morgan Park building from time-to-time as the City of Campbell sees fit to best serve the City. While Licensor will use reasonable efforts to minimize disruption to Licensee as a result of these modifications, Licensor represents, and Licensee acknowledges, that some disruption may occur as a result, including but not limited to: blocked or restricted access to Licensee's space; reduction, reallocation, or disruption to available parking; and temporary disruption to utility service. Licensee waives any and all claims, actions and causes of action that Licensee may have against Licensor due to any loss or disruption arising out of the aforementioned modification, and agrees to indemnify, defend, and hold Licensor harmless from any loss, injury, claims, action, cause of action or cost (including but not limited to court costs and attorney's fees) arising out of, or alleged to have arisen out of any such modification, unless the claim, action, or cause of action is the proximate result of the sole negligence or willful misconduct of Licensor.

(C) Signs

Licensee may not place or permit to be placed in, upon, about, or outside of the License Area any sign visible from the street, without the prior written consent of the Licensor, and approval by the City of Campbell's Recreation and Community Services Director. Requests for signage must be submitted in writing, in advance, with sample illustration indicating size, color, and materials proposed for sign. Should Licensee's sign request be approved, Licensee is further responsible to obtain all the necessary permits or approvals that may be required for the erection and maintenance of any and all signs, provided such signs are legally permitted to be installed.

Licensee shall refrain from attaching temporary signs, flyers, or other information to the outside of the building, on poles, benches, or other facility equipment.

Licensor reserves the right to change the sign regulations upon sixty (60) days written notice to Licensee. Licensee must strictly comply with all such regulations.

(D) Other Use Provisions

Licensee shall, at its sole cost and expense, comply with all Federal, State, County and municipal statutes, ordinances and regulations in force during the term of this License Agreement and affecting the premises. Further, Licensee shall not use the premises so as to create waste or constitute a nuisance or disturb adjacent residents.

Licensee agrees that it will comply with and observe such rules and regulations promulgated by Licensor for the saving of energy, and conservation of resources such as drawing of curtains or blinds at designated hours of the day, setting of thermostats, recycling, and the like.

Licensee acknowledges that neither Licensor nor any representative or agent thereof has made any representation or warranty to Licensee's business.

SECTION FOUR: Term and Fee

(A) **Term:** Licensor licenses the above premises for a term of **three years**, commencing on **July 1, 2022** and terminating on **June 30, 2025**. License is subject to further extension/renewal upon mutual written agreement by both parties.

(B) **Fee:** The Licensee shall pay to Licensor in year 1 a fee of **\$1016 (one thousand sixteen dollars) plus the actual cost of electricity**. In year 2 and 3 the annual fee shall be adjusted by 3% each year. Water, sewer, and trash removal utilities shall be included in the fee. Licensee shall be responsible for the actual cost of electrical utilities as monitored by the electric current meter installed inside the License Area. Licensor will invoice Licensee for the cost of electrical utilities, which will be charged at \$0.27/kwh. Licensor shall maintain Reznor heater. No air conditioning will be provided or installed at this facility.

(C) **Deposit:** An amount equal to **\$250.00** shall be deposited as a damage deposit prior to the beginning of the term of this License Agreement. The Licensee must deliver both the damage deposit and first year's fee to the CITY OF CAMPBELL prior to occupancy. It is understood that this deposit will be returned to the Licensee at the termination of this License, provided that the premises are left in as good condition, order, and repair, subject to normal wear and tear, as when Licensee took possession thereof. Licensee hereby acknowledges that said demised premises are in good order and repair at the time of occupancy. Any portion of the deposit may be retained by the Licensor that he/she determines to be necessary to restore premises to the same condition as they were in when Licensee took possession. The Licensor has the right to use this deposit to remedy Licensee's defaults in the payment of rent, repair damages to the premises caused by the Licensee, or clean premises on termination of the License.

(D) **Payment:** Fees shall be paid by check, cash, or cashier's check to the CITY OF CAMPBELL, at the Campbell Community Center Office, One West Campbell Avenue #C-31, Campbell, CA 95008-1039. Annual fees are due on the **first day of July each year**. Payment of monthly electrical utility fees are due the **first day of each month**. If payment is not received within ten (10) days of the due date, a ten percent (10%) late penalty shall be added to the total amount past due. The 10% shall apply to all outstanding fees, including current fee, past due fee, work orders, and accumulated late charges.

SECTION FIVE: Termination

Either Party may terminate this Agreement by providing written notification to the other Party, at least 30 days in advance of the effective date of termination.

SECTION SIX: Additional Fee and Possessory Interest Taxes

All taxes, charges, costs, and expenses that Licensee assumes or agrees to pay hereunder, together with all interest and penalties that may accrue thereon in the event of the failure of Licensee to pay those items, and all other damages, costs, expenses, and sums that Licensor may suffer or incur, or that may become due, by reason of any default of Licensee to comply with the terms and conditions of this License shall be deemed to be additional fee, and, in the event of nonpayment Licensor shall have all the rights and remedies as herein provided for failure to pay fee.

In the event a possessory interest tax accrues to the property, it is understood that the Licensee shall pay all such tax in its entirety, on or before due date and as for additional fee.

In the event of an increase in operating expenses (e.g.: utilities, water, garbage, janitorial) that Licensor may incur, such expenses shall be transferred proportionately to the Licensee based upon the percentage which the Licensee's square footage bears to the building square footage of all uses of the service in the entire premises. The Licensor shall provide, upon written request from the Licensee, documentation of the necessity for the increase. Any increase in operating expenses transferred to the Licensee shall be deemed additional fees, and in the event of nonpayment, Licensor shall have all rights and remedies as herein provided for failure to pay fee.

SECTION SEVEN: Alteration, Additions and Improvements

(A) Licensee must obtain written permission from the Licensor before making any alterations, additions, or improvements in and to the License Area. Alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength, or lessen the value of the building on the premises, or change the purpose for which the building, or any part thereof, may be used.

(B) Conditions with respect to alterations, additions, or improvements are as follows:

(1) Before commencement of any work, all plans and specifications shall be filed with and approved by all governmental departments or authorities having jurisdiction and any public utility company having an interest therein, and all work shall be done in accordance with requirements of local regulations and California building codes and standards. The plans and specifications for any alterations estimated to cost Five Hundred Dollars (\$500.00) or more must be submitted to Licensor for written approval prior to commencing work.

(2) Prior to commencement of any work, Licensee shall pay the amount of any increase in premiums on insurance policies provided for herein because of endorsements to be made covering the risk during the course of work. In addition, if the estimated cost of work shall exceed One Thousand Dollars (\$1,000.00), Licensee shall, without cost to the Licensor, furnish Licensor with a performance bond written by a surety acceptable to Licensor in an amount equal to the estimated cost of the work, guaranteeing the completion of work, free and clear of liens, encumbrances, and completion of work, free and security interests, according to the approved plans and specifications.

(C) All alterations, additions, and improvements made to the License Area at the commencement of the term, and those that may be erected or installed during the term, shall become part of the License Area and the sole property of Licensor, except that all moveable trade fixtures installed by Licensee shall be and remain the property of Licensee. Licensor shall have the right to require Licensee to remove such fixtures at the Licensee's expense upon termination or expiration of this License.

SECTION EIGHT: Utilities, Maintenance, Custodial Services & Repairs

(A) Licensor shall be responsible for the major exterior maintenance of the building, i.e. building structure, roof, sewer, parking areas and grounds, and for plumbing maintenance in excess of Two Hundred Fifty Dollars (\$250.00), unless state of disrepair is due to the actions of Licensee, its agents, officials, officers, employees, or clients. All plumbing maintenance less than Two Hundred and Fifty Dollars (\$250.00), and all maintenance due to a state of disrepair arising from the actions of the Licensee, its agents, officials, officers employees, or clients, shall be charged to the Licensee as an additional fee. In such event, necessary repairs or replacement shall be charged to Licensee on an actual cost basis plus fifteen percent (15%) overhead costs. Licensee shall at its own cost be responsible for interior maintenance including but not limited to clocks, floors, walls, lock changes, public address system and general electric maintenance up to Two Hundred and Fifty Dollars (\$250.00) per occurrence and shall use all reasonable precaution to prevent waste, damage or injury to the License Area. In the event Licensee requests Licensor to perform interior maintenance service, said services may be provided at the actual cost plus fifteen percent (15%) overhead. Licensor shall not be liable for any failure to make any repair or for any damages to Licensee, its property or business resulting therefrom or to perform any maintenance unless such failure shall persist for any unreasonable time after written notice of the need of such repair or maintenance is given to Licensor by Licensee.

(B) Licensee shall be responsible for all routine day-to-day maintenance of the License Area, including daily cleaning and removal of trash, repairs to doors, windows, counters, shelves, sinks, plumbing, electrical, and cleaning of floors, etc. Licensee shall provide its own custodial supplies and services and daily trash removal to maintain the License Area, including concession area, fields, bleachers, dugouts, fences, storage rooms, lavatory, and associated equipment and areas. Licensee shall at all times during the License and at its own cost and expense, repair, replace and maintain good, safe and substantial conditions within the License Area and to any improvements, alterations, and additions thereto. See Exhibit C for detailed maintenance responsibilities of the Licensor and Licensee.

(C) Upon thirty (30) days prior written notice to Licensor and written approval from Licensor, Licensee may install additional electric machines or equipment using current in excess of 110 volts and other equipment which will increase the amount of electricity, gas, or water usually furnished or supplied to the portion of the License Area being used as general storage or concession space; provided that in such event, Licensor may cause a water meter, a gas meter, or an electric current meter, or all, to be installed

in the License Area, so as to measure such increase, after at least ten (10) days prior written notice to Licensee. Licensor may condition Licensee's use of any such machines or equipment upon prompt payment by Licensee of extra costs occasioned thereby, as established by such meters or otherwise reasonably estimated by Licensor. The cost of purchase, installation, maintenance and repair of such meters and of any additional wiring, plumbing and other work required to provide electricity or water for such equipment, as well as charges for extra water and electric current consumed, shall be borne and paid by Licensee within ten (10) days after such notice thereof by Licensor. All such costs, charges and expenses shall be deemed additional fee hereunder. Licensee shall not connect with electric current, except through existing electrical outlets in the premises or with water pipes or air pipes (if any), any apparatus or devise for the purpose of using electric current or water or air without prior written approval of Licensor.

(D) Notwithstanding anything contained herein to the contrary, Licensor makes no representations or warranties about the services provided by public utilities or other third-parties beyond Licensor's control, and Licensor shall not be liable for any loss or disruption of service caused by circumstances beyond Licensor's control. Licensee acknowledges that disruption of utility service can happen, and assumes all risk of such disruption, and waives any and all claims, actions and causes of action that Licensee may have against Licensor due to any loss or disruption of service beyond Licensor's control, and agrees to indemnify, defend, and hold Licensor harmless from any loss, injury, claims, action, cause of action or cost (including but not limited to court costs and attorney's fees) arising out of, or alleged to have arisen out of any such loss or disruption in service, unless the claim, action, or cause of action is the proximate result of the sole negligence or willful misconduct of Licensor.

SECTION NINE: Indemnity

Licensee agrees to indemnify, hold harmless and defend Licensor, its officers, officials, employees and agents from any claims, liability, loss, damage, actions or causes of action, costs and expenses (including attorneys' fees) by or on behalf of any person or entity (collectively, "Claims") arising out of or connected with their entry on, occupancy, or use of the License Area under this License Agreement by Licensee its agents, officials, officers or employees, or for any mechanic's lien or security interest filed against the License Area or equipment, materials, or alterations of building or improvements thereon, except for any claims, liability, loss, or damage proximately caused by the sole negligence or willful misconduct of Licensor. This provision is intended to fully and completely allocate all liability or risk of loss as between the Licensor and the Licensee as to the matters covered by this paragraph, and Licensee shall have no right of indemnity or contribution against Licensor in law or equity, or otherwise as to the matters covered herein. The obligation to defend shall arise regardless of any claim or assertion that Licensor caused or contributed to the Claims. This Section shall survive the expiration or early termination of this License.

SECTION TEN: Insurance and Damage to the Premises

(A) Insurance: Prior to the beginning of and throughout the duration of the License Agreement, Licensee will maintain and comply with the Insurance Requirements as set forth in Exhibit D. Licensee will insure the City against claims for injuries to persons or damages to property which may arise from or in connection with this License Agreement. The insurance coverages required shall not in any way limit the liability of the Licensee. The coverage requirements can be satisfied by self-insurance or pooled risk plans that provide comparable coverage.

Licensee agrees to require any subcontractor engaged by the Licensee in the performance of baseball practice and play, concession, spectator seating, and storage space for Campbell Pony Baseball League, and related activities to comply with the City's Insurance requirements, including but not limited to, the subcontractor's commercial general liability insurance policy naming the City, its officials, officers, employees, and agents as additional insureds. Licensee must provide the required certificate of insurance and endorsements by its subcontractor(s) to the City prior to commencement of any use of the License Area related to this License Agreement.

Licensee shall not be responsible for providing fire insurance covering the leased premises. If Licensee desires such coverage, Licensee must procure such coverage at Licensee's own expense.

(B) Damage or Destruction of the Premises: In the event the Licensed premises are damaged or destroyed by fire, or other cause, the Licensee may at its option, either (1) cancel and terminate this License by giving written notice to the Licensee, or (2) repair or restore the premises to substantially the same condition as they were in prior to said damage or destruction.

SECTION ELEVEN: Unlawful or Dangerous Activities

Licensee shall neither use nor occupy the License Area or any part thereof for any unlawful, disreputable, or ultrahazardous purpose, nor operate or conduct its business in such a manner as to constitute a nuisance of any kind. Licensee shall immediately, on discovery of any unlawful, disreputable, or ultrahazardous use, take action to halt such activity.

SECTION TWELVE: Default or Breach

Each of the following events shall constitute a default or breach of this License by Licensee:

1. If Licensee, or any successor or assignee of Licensee while in possession, files a petition of bankruptcy or insolvency or for reorganization under any bankruptcy act, or voluntarily takes advantage of any such act by answer or otherwise, or makes an assignment for the benefit of creditors.

2. If involuntary proceedings under any bankruptcy law or insolvency act are instituted against Licensee, or if a receiver or trustee is appointed of all or substantially all of the property of the Licensee, and such proceedings are not be dismissed within thirty (30) days after the institution or appointment.
3. If Licensee fails to pay Licensor any fee, (additional fee or work order when they become due) and does not make the payment within fifteen (15) days after notice thereof by Licensor to Licensee.
4. If the Licensee fails to perform or comply with any of the conditions of this License and if the nonperformance continues for a period of fifteen (15) days after written notice thereof by Licensor to Licensee or, if the performance cannot be reasonably had within the fifteen day period.
5. If Licensee vacates, surrenders, or abandons the License Area.
6. If this License or the estate of Licensee hereunder shall be transferred to or passes to or dissolves on any other person or party, except in the manner herein permitted.
7. If Licensee fails to take possession of the License Area on the term commencement date.
8. If the Licensee makes any assignment for the benefit of creditors or without first obtaining prior written consent of Licensor.
9. If the Licensee fails to maintain insurance coverage as required by this Agreement.
10. If there is a levying of a writ of execution on the activity of the Licensee or on the assets of Licensee located on the premises.

SECTION THIRTEEN: Effect of Default or Breach

In the event of any default or breach hereunder, as set forth in the section entitled Default or Breach, the rights of Licensor shall be as follows:

1. Licensor may elect to continue this License in full force and effect and not terminate Licensee's rights to possession of the premises, in which event Licensor shall have the right to enforce any rights and remedies granted by this License or by law, against Licensee, including, without limitations, the right to collect when due, fees and other sums payable hereunder. Licensor shall not be deemed to have elected to terminate unless Licensor gives Licensee written notice of such election to terminate, and in no event shall Licensor's acts of maintenance or preservation of the License Area, or efforts to re-license this License, be deemed to constitute such termination.
2. (a) Licensor shall have the right to cancel and terminate this License, by giving to Licensee not less than ten days' written notice of the cancellation and termination. On expiration of the time fixed in the notice, the License shall terminate in the same manner and with the same force and effect, except as to Licensee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.

(b) In the event that the fee on the property has been due and unpaid for at least 14 consecutive days and the Licensor reasonably believes that the Licensee has abandoned the property, Licensor shall have the right to cancel and terminate this License, as well as of the right, and interest of Licensee hereunder, by giving to Licensee not less than 18 days' notice of the cancellation and termination, not less than 15 days if the notice is served personally. If Licensee fails to provide a written response to Licensor on expiration of the time fixed in the notice, the license and the right, and interest of Licensee hereunder, shall terminate in the same manner and with the same force and effect, except as to Licensee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.

3. Licensor may elect, but shall not be obligated, to make any payment required of Licensee herein or comply with any agreement, term, or condition required hereby to be performed by Licensee, and Licensor shall have the right to enter the License Area for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by Licensor shall not be deemed to waive or relicense the default of Licensee or the right of Licensor to take any action as may be otherwise permissible hereunder in the case of any default.

4. Licensor may re-enter the premises immediately and remove the property and personnel of Licensee, and store the property in a public warehouse or at a place selected by Licensor, at the expense of Licensee. After re-entry Licensor may terminate the License by giving ten (10) days' written notice of termination to Licensee. Licensee shall permit any such re-entry without hindrance, and Licensor shall not be liable thereby in damages for such re-entry or be guilty of trespass or forcible entry. Without the notice, re-entry will not terminate the License. Upon termination Licensor may recover from Licensee all damages proximately resulting from the breach, including the cost of recovering the premises, and the worth of the balance of this License over the reasonable rental value of the premises for the remainder of the License term, which sum shall be immediately due Licensor from Licensee.

5. After re-entry, Licensor may relet the License Area or any part thereof for any term without terminating the License, at the fee on the terms as Licensor may choose. Licensor may make alterations and repairs to the premises. The duties and liabilities of the parties if the premises is relicensed as provided herein shall be as follows:

(a) In addition to Licensee's liability to Licensor for breach of the License, Licensee shall be liable for all expenses of the re-licensing, for the alterations and repairs made, and for the difference between the fee received by Licensor under the new license agreement and the fee installments that are due for the same period under this License.

(b) Licensor shall have the right, but shall not be required, to apply the fee received from re-licensing the premises (1) to reduce the indebtedness of Licensee to Licensor under the License, not including indebtedness for fees, (2) to expenses of the re-licensing and alterations and repairs made, (3) to fees due under this License, or (4)

to payment of future fees under this License as it becomes due.

(c) If the new Licensee does not pay a fee installment promptly to Licensor, and the fee installment has been credited in advance of payment to the indebtedness of Licensee other than fee, or if fees from the new Licensee have been otherwise applied by Licensor as provided for herein and during any fee installment period are less than the fee payable for the corresponding installment period under this License, Licensee shall pay Licensor the deficiency, separately for each fee installment deficiency period, and before the end of that period. Licensor may at any time after re-letting terminate the License for the breach on which Licensor had based the re-entry and subsequently relet the premises.

(d) After re-entry, Licensor may procure the appointment of the receiver to take possession and collect fees and profits of the business of Licensees, and, if necessary to collect the fees, and profits. The receiver may carry on the business of Licensee and take possession of the personal property used in the business of the Licensee, including inventory, trade fixtures, and furnishings, and use them in the business without compensating Licensee. Proceedings for appointment of a receiver shall not terminate and forfeit this License unless Licensor has given written notice of termination to Licensee as provided herein.

SECTION FOURTEEN: Sale of Premises

In the event of a sale or conveyance by Licensor of the License Area, the same shall be made subject to this License, and shall operate to relicense the Licensor from any future liability on any of the covenants or conditions, expressed or implied, herein contained in favor of the Licensee and in such event the Licensee agrees to look solely to the responsibility of the successor in interest of the Licensor to expressly assume said future liability. Nothing herein contained shall relieve the original Licensor from any liability that has accrued under this License against it to and at the time of said sale or conveyance.

SECTION FIFTEEN: Fee Abatement

No abatement, diminution, or reduction of fees shall be claimed or allowed to Licensee or any person claiming under him for any circumstances, whether for inconvenience, discomfort, interruption of business or otherwise, arising from the making of alterations, improvements or repairs to the premises, because of any governmental laws or arising from and during the restoration of the License Area after the destruction or damage thereof by fire or other cause or the taking or condemnation of a portion only of the demised premises.

SECTION SIXTEEN: Conditions of License Area As-Is

Licensee acknowledges the uniqueness of the License Area and accepts the

current "AS-IS, IN ITS CURRENT CONDITION, WITH ALL FAULTS" condition existing on the date of execution of this License Agreement. Licensee acknowledges Licensee has satisfied itself, by its own independent investigation, that the License Area is suitable for Licensee's intended use and neither Licensor nor its agents or representatives have made any representation or warranty as to the present or future suitability of the License Area for the Permitted Use by Licensee, including, without limitation, any representations or warranties regarding, (a) the condition or repair of the License Area, (b) whether the License Area complies with Applicable Laws (as defined below), including without limitation the Americans with Disabilities Act (ADA) or other accessibility laws, (c) whether there are any facts or conditions affecting the License Area that might, individually or in the aggregate, interfere with the use or occupancy of the License Area or any portion thereof by Licensee.

Licensee shall comply with all applicable statutes, laws, ordinances and rules and regulations adopted by the Federal, State or any City, City and County, County or other body politic, including without limitation all applicable health and building codes, rules, and protocols, the ADA or other accessibility laws ("Applicable Laws") and which pertains to use of the License Area or any provisions of the License Agreement, and will indemnify, defend and hold Licensor, its officials, officers, agents, and employees harmless from and against any violations thereof and any and all liabilities, suits, causes of action, judgments, demands and claims for damages, including all reasonable costs of any litigation and attorney's fees and expenses, arising out of or by reason of any such violation.

SECTION SEVENTEEN: Waivers

The failure of Licensor to insist on a strict performance of any of the terms and conditions hereof shall not be deemed a waiver of any subsequent breach or default in any terms and conditions, regardless of knowledge thereof. Any waiver by Licensor of any breach must be in writing.

SECTION EIGHTEEN: Notice

All notices to be given with respect to this License shall be in writing. Each notice shall be sent via email and concurrently delivered by overnight Federal Express or by priority U.S. Mail to the party to be notified at the address set forth below or at such other address as either party may from time to time designate in writing.

Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice.

SECTION NINETEEN: Assignments

(A) Licensee shall not voluntarily or involuntarily, license, transfer, mortgage, sublicense, or otherwise encumber all or any part of Licensee's interest in this License or in the License Area without obtaining the prior written consent of Licensor in each instance. Any attempt to do so without such consent being first had and obtained shall

be wholly void; provided, however, that Licensor shall not unreasonably withhold its consent. No sublicensing or assignment, even with the consent of Licensor, shall relieve obligations to be performed by Licensee hereunder. The acceptance of fees by Licensor from any other person shall not be a waiver by Licensor of any provision of this License or to be consent of assignment, sublicensing or other transfer. Consent to one assignment shall not be deemed to constitute consent to any subsequent assignment, subletting or other transfer.

(B) No sublicensing or assignment, even with the consent of Licensor, shall relieve Licensee of its obligation to pay the fees and to perform all of the other obligations to be performed by Licensee hereunder. No consent to any assignment of this License, voluntarily or by operation of law, or a sublicensing of the premises, shall be deemed to be consent to any subsequent assignment of this License voluntarily or by operation of law, or to any subsequent subleasing of the premises. Any such assignment of this License, voluntarily or by operation of law, or any subletting of the premises, without obtaining the prior written consent of Licensor shall be void and, at the option of Licensor, shall terminate this License. Licensor's consent to such assignment or sublicense shall not unreasonably be withheld.

(C) If any unincorporated Licensee shall become a corporation, such incorporation shall be considered an assignment for purposes of this License.

SECTION TWENTY: Surrender of Possession

(A) Licensee shall, on the last day of the term of this License, or on earlier termination and forfeiture of this License, peaceably and quietly surrender and deliver the License Area to Licensor free from sublicensies, including all buildings, additions, and improvements constructed or placed thereon by Licensee, except moveable trade fixtures, all in good condition and repair. Any trade fixtures or personal property not used in connection with the operation of the Licensed Area and belonging to Licensee, if not removed at the termination or default, and if Licensor shall so elect, shall be deemed abandoned and become the property of Licensor without any payment or offset thereof. Such abandoned property shall be sold at public sale, if Licensor shall so elect, by competitive bidding with the proceeds distributed in the following order: cover the costs of storage, advertising, sale, and any remaining balance owed by Licensee to Licensor. Licensor may remove such fixtures or property from the License Area and store them at the risk of expense of Licensee if Licensor shall so elect. Licensee shall repair and restore all damage to the License Area caused by the removal of equipment, trade fixtures, and personal property.

(B) In the event Licensee fails to vacate and surrender possession of the Licensed premises, Licensor shall have the right to enforce any rights and remedies granted by this License or by law against Licensee, including, without limitations, the right to bring an unlawful detainer action, the right to reimbursement of all legal costs, including attorney's fees and other costs payable hereunder, and the right to bring any other legal action that might stem from Licensee's refusal to surrender possession.

(C) In the event that Licensee does not vacate the premises on or before the expiration of the License, Licensee shall be liable for all attorney's fees and any and all legal expenses associated with legal action required to effect Licensee's successful

vacation of the License Area.

SECTION TWENTY-ONE: Remedies of Licensor

1. The rights and remedies given to Licensor in this License are distinct, separate and cumulative, and no one of them, whether or not exercised by Licensor, shall be deemed to be in exclusion of any of the other herein, by law, or by equity provided.
2. No receipt of money by Licensor from Licensee after default or a cancellation of this License in any lawful manner shall (a) reinstate, continue, or extend the term or affect any notice given to Licensee, (b) operate as a waiver of the right of Licensor to enforce the payment of fees and additional fees then due or falling due, or (c) operate as a waiver of the right of Licensor to recover possession of the Licensed Area by proper suit, action, proceeding, or other remedy. After (a) service of notice of termination and forfeiture as herein provided and the expiration of the time specified therein, (b) the commencement of any suit, action, proceeding, or other remedy, or (c) final order of judgment for possession of the Licensed Area, Licensor may demand, receive, and collect any money due, without in any manner affecting such notice, order or judgment. Any and all such money so collected shall be deemed to be payment on account of the use and occupation of the Licensed Area or at the election of Licensor, on account of the liability of Licensee hereunder.
3. For any and all legal suit, action, or proceeding brought by Licensor against Licensee, whether such suit, action, or proceeding arose in contract or tort, Licensor shall have the right to collect from Licensee all legal costs, including attorney's fees and court costs.

SECTION TWENTY-TWO: Licensee Status as 501(c)(3) Non-Profit

Licensee hereby covenants and agrees that Licensee shall verify to the City of Campbell its status as a non-profit 501(c)(3) enterprise by June 15th each year.

Licensee understands and agrees that should its status change from a 501 (c) status to a profit enterprise, the City shall have the power to terminate this License Agreement within thirty (30) days of the date of receipt of the above stated notice. Should Licensee fail to provide the notice as set forth herein, the City shall have the power to terminate this License within thirty (30) days of discovering the change of status.

SECTION TWENTY-THREE: Attorney's Fees

In the event that either party commences a lawsuit to enforce the provisions of this agreement, the prevailing party shall be entitled to recover their reasonable costs and attorney's fees.

SECTION TWENTY-FOUR: Miscellaneous

- a. This Agreement, along with any attachments, is the full and complete integration of the Parties' agreement with respect to the matters addressed herein, and this License Agreement supersedes any previous written or oral agreements between the Parties with respect to the matters addressed herein.
- b. The covenants and agreements contained in this Agreement shall be binding upon the Licensor and Licensee, and upon their respective heirs, executors, and successors.
- c. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.
- d. The unenforceability, invalidity, or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
- e. This Agreement may only be amended in writing as agreed to by both Parties.
- f. Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- g. The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. Electronic signatures and fully executed copies of this Agreement are deemed valid as originals.
- h. The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have affixed their signatures on this 1st day of July, 2022.

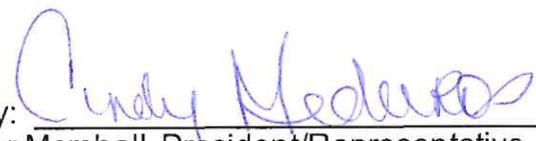
Licensor:

Licensee:

CITY OF CAMPBELL

**CAMPBELL PONY
BASEBALL LEAGUE**

By: 
Brian Loventhal, City Manager

By: 
Roger Marshall, President/Representative

Address for notices:

Address for notices:

1 W. Campbell Ave. #C-31
Campbell, CA 95008

P.O. Box 1013
Campbell, CA 95009-1013

Recreation & Community Services
Director, Natasha Bissell
Telephone: (408) 866-2771
Fax: (408) 866-2795
Email: natashab@campbellca.gov

Telephone: (408) 460-2312
On-Site: () _____
Fax: () _____
Email: _____

Approved as to Form:

By: 
William Seligmann, City Attorney

Attachment: Pony Lease Agreement July 2022-2025 with signatures (Renewal of Campbell Pony Baseball League Agreement)

EXHIBIT A
SITE MAP ILLUSTRATING LICENSED SPACE



Attachment: Pony Lease Agreement July 2022-2025 with signatures (Renewal of Campbell Pony Baseball League Agreement)

EXHIBIT B

CITY OF CAMPBELL

**CONCESSION AGREEMENT
FOR USE OF CONCESSION STAND
AT JOHN D. MORGAN PARK**

The Concession Stand in the John D. Morgan Park building is owned by the City of Campbell (hereinafter referred to as Licensor) and licensed to the **Campbell Pony Baseball League** (hereinafter referred to as Licensee) during their playing season, in conjunction with the term of their license for field and facility use, subject to the following rules, conditions, and guidelines:

Scheduling Use of the Concession Stand

Occupancy and use of the Concession Stand shall be limited to the Licensee's baseball season, as determined by the dates submitted as a part of the annual Co-Sponsorship application process. If/when it is necessary to access the Concession Stand at any other time, access must be approved, in advance, by the Community Center Coordinator. If/when a delivery is scheduled, the group ordering the delivery of supplies must make arrangements to be there to accept the delivery). City staff are not responsible to accept deliveries on behalf of resident youth sports groups or other organizations.

Liability

The City of Campbell accepts no responsibility for:

- a. The food or service provided by those operating the Concession Stand;
- b. The loss or damage of equipment, supplies, or personal property of those organizations or individuals using or operating the Concession Stand;
- c. The cleanliness of the Concession Stand.

Maintenance of the Concession Stand

The City of Campbell shall maintain the physical building, its structure, roof, and gas, trash and water utilities. Licensee is responsible to pay the cost of electricity as monitored by the Licensor and to maintain the interior areas, daily cleaning, trash removal, and cleanliness. Concession Stand shall be maintained to meet all Cal-OSHA and Santa Clara County Environmental Health and Safety Standards. Non-compliance can result in termination of agreement to use and operate the Concession Stand.

Licensee shall promptly report any damage, vandalism, or graffiti to the building by contacting the City's Community Center Coordinator at (408) 866-2107 or, if a serious condition, the Building Maintenance Supervisor at (408) 866-2194, or, if an emergency condition, Campbell Police Department at (408) 866-2101. When contacting the Police Department be prepared to identify yourself and provide a detailed description of the type of damage and emergency repairs necessary.

Conditions of Concession Stand Use

To assist groups in maintaining the Concession Stand at an acceptable level, the following guidelines have been established and must be maintained if groups wish to continue the privilege of using the Concession Stand:

1. All uses and practices shall be subject to the current safety, health, and environmental codes as set forth in the Santa Clara County Health Department's Codes for Temporary Concessions.
2. The Concession Stand is to be used for food concession activities only. Any other uses must be approved, in advance, by the Community Center Coordinator. Activities that may conflict with food service operations and health and safety codes will not be allowed.
3. Only food items and equipment and supplies associated with food service shall be stored in the Concession Stand. Storage of any hazardous or combustible materials (gasoline, propane, charcoal briquettes, fuels, helium, matches, etc.) is not allowed.
4. Licensee is granted temporary use only and must remove all their supplies and equipment from the common area at the end of each season. Large appliances (such as a refrigerator or microwave oven) may be left in the building as long as they are cleaned and left unplugged at the end of the season. Any such appliances shall be labeled with the name of the owning organization and a phone number where the owner can be contacted.
5. All appliances and equipment must be unplugged when not in use.
6. Licensee may, with prior written approval of the Community Center Coordinator, provide their own refrigerator for use in the Concession Stand under the following conditions:
 - a. Refrigerator must be an Energy Star-rated unit;
 - b. Refrigerator must be cleared of all food supplies, cleaned, and unplugged within ten (10) days after the end of the playing season;
7. Licensee is responsible to monitor the littering of the Park and field areas that their group is using and to be sure to pick up all litter and debris that has resulted due to their use of the fields and Concession Stand. Clean-up shall include sweeping of the bleacher stands of all litter, sunflower seeds, and debris that was left by their spectators after each use.

Security of the Concession Stand

Upon completion of use of the Concession Stand Licensee is responsible for securing the premises. CPB is responsible for unplugging appliances, locking cabinets, removing trash and cleaning the counters, sinks, and floor.

RESOLUTION NO. 12834

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT AND CONCESSION AGREEMENT WITH CAMPBELL PONY BASEBALL LEAGUE FOR USE OF THE ENCLOSED BASEBALL FIELD AND ASSOCIATED AREAs (BLEACHERS, DUGOUTS, AND SEASONAL BATTING CAGE) AND THE CONCESSION AREA OF BUILDING AT JOHN D. MORGAN PARK

WHEREAS, the City of Campbell and Campbell Pony Baseball League, a 501c3 non-profit organization, have a long history of collaboration; and

WHEREAS, Campbell Pony Baseball League has been headquartered at Rincon Park, later named John D. Morgan Park since 1969; and

WHEREAS, the first formal agreement between the City of Campbell and the Campbell Pony Baseball League was developed in 1975 and updated periodically; and

WHEREAS, the agreement provides exclusive use of the enclosed baseball field to Campbell Pony Baseball League and the enclosed field is not rentable to other field users; and

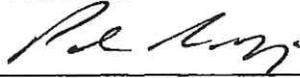
WHEREAS, the most recent agreement between the City of Campbell and the Campbell Pony Baseball League expires on June 30, 2022.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Campbell does hereby authorize the City Manager to execute a license agreement and concession agreement with Campbell Pony Baseball League for use of the enclosed baseball field and associated areas (bleachers, dugouts, and seasonal batting cage) and concession areas of the building at John D. Morgan Park.

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

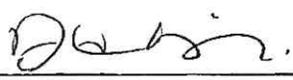
- AYES: Councilmembers: Gibbons, Lopez, Landry, Bybee, Resnikoff
- NOES: Councilmembers: None
- ABSENT: Councilmembers: None

APPROVED:



Paul Resnikoff, Mayor

ATTEST:



Dusty Christensen, City Clerk

Attachment: Pony Lease Agreement July 2022-2025 with signatures (Renewal of Campbell Pony Baseball League Agreement)

EXHIBIT C

MAINTENANCE RESPONSIBILITIES

CITY	PONY LEAGUE
Pays water, sewer & trash utilities	Pays for electricity
Mows grass outfield	Maintains own concession equipment
Provides sprinkler heads & supplies to maintain sprinkler system	Maintains infield
Maintains exterior of building structure & lighting	Provides labor to perform repairs to infield turf & sprinkler system
Performs bleacher repairs & public safety of all areas accessible to the public	Maintains interior of building including plumbing & electrical up to \$250 + janitorial service
	Removes trash from building and bleacher area

EXHIBIT D**CITY OF CAMPBELL INSURANCE REQUIREMENTS**

Licensee shall procure and maintain for the duration of the License Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the obligations thereunder by Licensee, Licensee's respective employees, subcontractor(s), agents, representatives, or volunteers.

A. CERTIFICATE REQUIREMENTS

The City will be issued a Certificate of Insurance (a Memorandum of Understanding will not be accepted) with the following minimum requirements:

- Certificate(s) will show current policy number(s) and effective dates,
- Coverage and policy limits will meet, or exceed, requirements below,
- The Certificate Holder will be City of Campbell, Finance Department, 70 N 1st St, Campbell, CA 95008 with a copy to City of Campbell, Recreation and Community Services Department, 1 W. Campbell Ave. #C-31, Campbell, CA 95008,
- Certificate will be signed by an authorized representative,
- An endorsement, if required below, will be provided to show the City, its officers, officials, employees, and volunteers as additional insureds, and
- Coverages must be maintained during the term of the Agreement with the City, unless a longer duration is required.

B. MINIMUM SCOPE AND LIMITS OF INSURANCE

Licensee acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. If Licensee maintains broader insurance coverage and/or higher limits than the minimums shown below, the City of Campbell requires and shall be entitled to the broader insurance coverage and/or higher limits maintained by Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Campbell.

Coverage will be at least as broad as:

- **COMMERCIAL GENERAL LIABILITY (CGL):** \$1,000,000 PER OCCURRENCE; \$2,000,000 AGGREGATE Proof of coverage for \$1 Million per occurrence including products and completed operations, property damage, bodily injury, personal and advertising injury will be provided on Insurance Services Office (ISO) Form CG 00 01 covering CGL. If a general aggregate limit applies, either the general aggregate limit will apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit will be at least twice the required occurrence limit.
- **BUSINESS INTERRUPTION INSURANCE:** Licensee shall procure and maintain, at Licensee's cost, business interruption insurance for and during the term of this license insuring the minimum fee provided for hereunder will be paid to Licensor for the term of this license or a period of up to two (2) years in the event the premises or the building are destroyed or damaged so as to render operation of Licensee's business impossible or impracticable by any casualty insured against by standard fire and extended coverage insurance.

C. OTHER INSURANCE PROVISIONS

The insurance policies are to comply with the following provisions:

- **ADDITIONAL INSURED STATUS**
The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Licensee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage will be provided in the form of an **endorsement** to Licensee's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of **both** CG 20 10 CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 (if a later edition is used).
- **PRIMARY COVERAGE**
For any claims related to this Agreement, Licensee's insurance coverage will be **primary** insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers will be excess of Licensee's insurance and will not contribute with it.
- **NOTICE OF CANCELLATION**
Each insurance policy required above shall state that the coverage shall not be canceled, except with notice to the City.
- **WAIVER OF SUBROGATION**
Licensee hereby grants to the City a waiver of any right to subrogation, except as otherwise not applicable, which any insurer of said Licensee may acquire against the City by virtue of the payment of any loss, including attorney's fees under such insurance. Licensee agrees to obtain any endorsement that may be necessary to effectuate this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- **EXCESS LIABILITY/UMBRELLA INSURANCE POLICIES**
The excess/liability policies will provide similar coverage as the primary CGL policy with no new exclusions - Excess liability insurance must **follow form** the terms, conditions, definitions, and exclusions of the underlying CGL insurance. The excess/umbrella policy must also be written on a primary and noncontributory basis for an additional insured, and that it will apply before any other insurance that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that other insurance.

The policy regarding Limits of Insurance regarding Aggregates must provide that the aggregate limits if applicable shall apply in the same manner as the aggregate limits shown in the Schedule of the Underlying Insurance.
- **SELF-INSURED RETENTIONS**
Self-insured retentions must be declared to and approved by the City. City may require Licensee to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- **ACCEPTABILITY OF INSURERS**
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.
- **VERIFICATION OF COVERAGE**
Licensee will furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL Policy listing all

policy endorsements to be approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning will not waive the Licensee's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

D. SUBCONTRACTORS

Licensee shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

E. SPECIAL RISKS/CIRCUMSTANCES

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

ADDENDUM A TO LICENSE AGREEMENT

This addendum to the License Agreement, dated July 1, 2022, between the **CITY OF CAMPBELL** and **CAMPBELL PONY BASEBALL LEAGUE**, shall make the following changes to the current existing agreement:

- License Term:** License is hereby extended for three (3) years through June 30, 2028
- Fee:** \$1142.00 3% increase plus the actual cost of electricity (due July 2025)
\$1176.00 3% increase plus the actual cost of electricity (due July 2026)
\$1211.00 3% increase plus the actual cost of electricity (due July 2027)

All other terms and conditions of the License Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties have affixed their signatures on this _____ day of _____, 2025.

Licensor:

CITY OF CAMPBELL

Licensee:

CAMPBELL PONY BASEBALL LEAGUE

By: _____
Brian Loventhal, City Manager

By: _____
President/Vice President

Address for notices:
City of Campbell
1 W. Campbell Ave. #C-31
Campbell, CA 95008

Address for notices:
P.O. Box 1013
Campbell, CA 95009-1013

Lauren C. Merriman,
Recreation Services Manager
Telephone: (408) 866-2107
Fax: (408) 866-2795
Email: LaurenM@campbellca.gov
www.campbellca.gov

Telephone: 408-460-2312
On-Site:
Cell: 408-460-2312
Email: clm4696@aol.com
<https://www.leaguelineup.com/divisionlist.asp?url=cpb>

Attachment: Pony Baseball ADDENDUM A July 2025-2028 (Renewal of Campbell Pony Baseball League Agreement)



*City
Council
Report*

Item: 7
Category: CONSENT CALENDAR
Meeting Date: June 3, 2025

TITLE: Resolution Approving the First Amendment to the Contract with the County of Santa Clara to Provide a Senior Nutrition Program for Fiscal Year 2025-26 and Authorizing the City Manager to Execute the First Amendment to the Contract (Resolution/Roll Call Vote)

RECOMMENDED ACTION

That the City Council adopt a Resolution approving the First Amendment to the Contract with the County of Santa Clara for the provision of congregate meal services and providing funding for Campbell's Senior Nutrition Program for Fiscal Year 2025-26 and authorizing the City Manager to execute the First Amendment to the Contract.

BACKGROUND

The City of Campbell (City) has provided a congregate Senior Nutrition Program (Program) since 1975. The goal of the Program is to provide nutritionally balanced meals five days per 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 (County) through an agreement between the City and the County allowing for the City to be reimbursed for costs incurred and related to this Program, up to a maximum amount.

Specifically, on July 1, 2024, the City entered into a contract (Contract) with the County where the County agrees to reimburse the City for the cost of providing meals for persons 60 years of age and older and consistent with the City's Program. The Contract provides that reimbursements would be funded and authorized by the Older Americans Act of 1965, from July 1, 2024 through June 30, 2025, and the authorized reimbursements to the City would not exceed \$104,160.00. The FY 2024-2025 contract was the beginning of a new 5-year contract cycle.

The First Amendment to the Contract with the County will continue the County's obligation to reimburse the City for costs related to the operation of its Program for Fiscal Year (FY) 2025-26, in an amount not to exceed \$104,160.00. Attached to this report is the County Budget Justification for FY 2025-26 (**Attachment B**), which outlines the specific terms and maximum reimbursements for the coming year.

DISCUSSION

The FY 2025-2026 First Amendment to the Contract with the County begins the second year of the 5-year contract cycle for the term and all provisions for the County's administrative oversight of the Program funds for one year, from July 1, 2025 through June 30, 2026. The First Amendment to the Contract includes a maximum reimbursement amount for Program expenses in FY 2025-26, for the provision of 17,360 meals, at a per meal rate of \$6.00 per meal, with a maximum reimbursement amount to the City of \$104,160.00.

The total cost of operating the City's Senior Nutrition Program for FY 2025-26 is **\$239,051** (including personnel costs), with the County covering and reimbursing the City for a maximum of \$104,160 in food and non-food costs as well as other miscellaneous program items and the City programming the remaining \$134,891 into the Program's proposed budget (101.525) in the General Fund.

The City and County share in covering the cost of providing meals for individuals participating in the City's Senior Nutrition Program in the City of Campbell. While the participants contribute to the cost of their meals, these contributions are minimal and are considered by the County to be voluntary. The City pays for personnel costs to cover the cost of staff necessary to run the Program and the County reimburses the City for costs related to providing meals to seniors participating in the Program at a per meal rate of \$6.00 (which covers food, supplies and materials, and other non-personnel costs related to the Program).

FISCAL IMPACT

The total cost of operating the City's Senior Nutrition Program for FY 2025-26 is **\$239,051** (including personnel costs), with the County covering and reimbursing the City for a maximum of \$104,160 in food and non-food costs as well as other miscellaneous program items and the City programming the remaining \$134,891 into the Program's proposed budget (101.525) in the General Fund.

ALTERNATIVE

Do not authorize the City Manager to execute the Senior Nutrition Program Contract FY 2025-2026 with the County and provide alternative direction to staff.

Prepared by:



Tina Wong-Erling, Senior Services
Supervisor

Reviewed by:



Natasha Bissell, Recreation and
Community Services Director

Approved by:



Brian Loventhal, City Manager

Attachment:

- a. Council Resolution County FY 2025-2026
- b. FY26 Budget Justification Report City of Campbell
- c. DRAFT FY26 A1 Delegated PRC Contract - City of Campbell - SNP Congregate Meals

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL APPROVING THE FIRST AMENDMENT TO THE CONTRACT WITH THE COUNTY OF SANTA CLARA FOR THE SENIOR NUTRITION PROGRAM IN FISCAL YEAR 2025-2026 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT

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

WHEREAS, the County receives funding through the Older Americans Act of 1965; and

WHEREAS, the City and the County have worked collaboratively since 1975 to share the cost and administration of operating a Senior Nutrition Program in Campbell; and

WHEREAS, the First Amendment to the Contract with the County of Santa Clara is required to execute the term for one year, from July 1, 2025 through June 30, 2026, and clarify the financial obligations of each party to include a maximum reimbursement to the City of \$104,160.00 for program expenses and the provision of 17,360 meals, at a per meal rate of \$6.00 per meal.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Campbell does hereby approve the First Amendment to the Contract with Santa Clara County which provides increased funding not to exceed \$104,160.00 for the Senior Nutrition Program for Fiscal Year 2025-2026 and authorizes the City Manager to execute the Contract.

PASSED AND ADOPTED this 3rd day of June 2025 by the following roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

APPROVED:

Sergio Lopez, Mayor

Attachment: Council Resolution County FY 2025-2026 (Senior Nutrition Program Contract Amendment FY 2025-2026)

ATTEST:

Andrea Sanders , City Clerk

Agency Name: City of Campbell

Site Location: Campbell

17,360
Annual Meals

A	B	C	D
Fee for Service Budget Justification*			
Personnel Costs	Total Program Cost	Agency Amount**	SCC Contract Amount
Salaries	\$ 89,418.00	\$ 89,418.00	\$ -
Volunteer Hours (in-kind)	\$ -	\$ -	\$ -
Payroll Taxes	\$ 7,914.00	\$ 7,914.00	\$ -
Retirement Contribution	\$ 4,377.00	\$ 4,377.00	\$ -
Health Insurance	\$ 13,396.00	\$ 13,396.00	\$ -
Other Fringe Benefits	\$ 3,454.00	\$ 3,454.00	\$ -
Subtotal Personnel Costs	\$ 118,559.00	\$ 118,559.00	\$ -
Operating Expenses			
Food Costs @ \$6/meal	\$ 104,160.00	\$ 11,578.50	\$ 92,581.50
Non-Food Costs @ \$0.491/meal	\$ 8,521.00	\$ 4,260.50	\$ 4,260.50
In-Kind Donations		\$ -	\$ -
Usage	\$ 7,200.00		\$ 7,200.00
Staff Mileage	\$ 236.00	\$ 118.00	\$ 118.00
Pre-packaged Meals	\$ 375.00	\$ 375.00	\$ -
			\$ -
			\$ -
			\$ -
Subtotal Operating Expenses	\$ 120,492.00	\$ 16,332.00	\$ 104,160.00
INDIRECT COSTS (maximum 15% of SCC Contract Amount or federally approved indirect rate)			
Administrative Overhead			\$ -
Grand Total	\$ 239,051.00	\$ 134,891.00	\$ 104,160.00

Unit cost (approximate)*: \$ 13.77 \$ 7.77 \$ 6.00

Food Cost per Meal: \$ 6.00 \$ 0.67 \$ 5.33

Food Cost as Percent of Unit Cost (Minimum of 25% less \$.25 for SCC funding)**: 44% 9% 89%

*Actual expenses must be reconciled to the amount of the County per meal reimbursement quarterly and at year end.

**Agency contribution plan must equal at least \$.83/meal. If a higher amount is listed above, that amount is required.

**FIRST AMENDMENT TO THE CONTRACT BETWEEN THE COUNTY OF SANTA CLARA AND
THE CITY OF CAMPBELL**

This is the First Amendment to the Contract between the County of Santa Clara (COUNTY) and the City of Campbell (CONTRACTOR) for the provision of the Senior Nutrition Program – Congregate Meals.

This Contract is amended as follows:

Effective July 1, 2025, the parties agree to comply with the provisions contained in the following exhibits and article, which are either attached hereto or stated below, and incorporated herein by this reference and made a part of the Contract.

1. Add Exhibit A-1: Program Provisions, which is attached hereto and incorporated by this reference.
2. Add Exhibit B-1: Program Plan & Provisions, which is attached hereto and incorporated by this reference.
3. Add Exhibit C-1: Budget, which is attached hereto and incorporated herein by this reference.
4. Add Exhibit D-1: Logic Model, which is attached hereto and incorporated by this reference.
5. **Article IV, Statutes, Regulations, and Policies, 14. LEVINE ACT COMPLIANCE** is revised to read:
14. LEVINE ACT COMPLIANCE

Contractor will comply, and will ensure that its agents (as that term is defined under California Government Code section 84308(h)) 2 Cal. Code Regs. § 18438.3(a)) and its subcontractors identified in Contractor’s proposal responding to a County solicitation and/or identified in this Agreement (“Subcontractors”) comply, with California Government Code section 84308 (“Levine Act”) and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving certain a contracts to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than \$500 that the party or their agent has made within the prior 12 months to a member of the County’s Board of Supervisors or any Other Elected County Officer (“Elected County Officer”), and (2) prohibit a party to a proceeding involving a covered contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$500 to any Elected County Officer during the proceeding and for 12 months following the final decision in the proceeding, as well as prohibit an agent of the party from making a contribution in any amount to any Elected County Officer during the same time periods. Contractor agrees to submit any disclosures required to be made under the Levine Act at the Office of the Clerk of the Board of Supervisors website at <https://www.sccgov.org/levineact>, and Contractor shall require Subcontractors to do the same. If this Agreement is of the type subject to the Levine Act and is to be considered or voted upon by the County’s Board of Supervisors, Contractor shall complete the Levine Act Contractor Form: Identification of Subcontractors and Agents, and if applicable, shall ensure that any Subcontractor completes the Levine Act Subcontractor Form: Identification of Agents, and Contractor must submit all such forms to the County as a prerequisite to execution of the Agreement.

All other terms and conditions of the Contract remain in full force and effect. In the event of a conflict between the original Contract and this Amendment, this Amendment controls.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR hereby agree to the terms of this Amendment to the Contract.

COUNTY OF SANTA CLARA

CONTRACTOR

Daniel Little, Director
Social Services Agency
Date: _____

Brian Loventhal, City Manager
City of Campbell
Date: _____

Daniel Crick, Chief Fiscal Officer
Social Services Agency
Date: _____

Procurement Department
Date: _____

APPROVED AS TO FORM AND LEGALITY

Deputy County Counsel
Date: _____

DRAFT

Attachment: DRAFT FY26 A1 Delegated PRC Contract - City of Campbell - SNP Congregate Meals (Senior Nutrition Program Contract

Exhibit A-1: Program Provisions**CONTRACTOR:** City of Campbell**PROGRAM NAME:** Senior Nutrition Program – Congregate Meals**1. SERVICE DESCRIPTION**

This is a contract between the County of Santa Clara (COUNTY) and City of Campbell (CONTRACTOR) for the purpose of providing meals to persons 60 years of age and older at a congregate meal site, which is to be performed in accordance with the Older Americans Act of 1965, as amended, Pub. 1. 89-73; 42 U.S.C. Section 3001 et seq., and all amendments, rules, and regulations pertaining thereto and may be funded by the Older Americans Act (OAA) and/or may be funded, in whole or part, by the American Rescue Plan Act of 2021 (ARPA), Older Adults Recovery and Resiliency (OARR), Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Modernizing the Older Californians Act (MOCA), and/or other state and federal grants to support the Senior Nutrition Program.

Meals will be provided in compliance with the current Senior Nutrition Program Policy and Procedure manual. Unless otherwise approved in advance by COUNTY in writing, all meals will be served as Congregate Meals, Indoor or Outdoor Dining. Each participant must be registered with each service model received.

2. DELIVERABLES**a. Invoices**

CONTRACTOR will submit invoices in a format approved by COUNTY and as outlined in Section 6 of this Exhibit. Invoices must be signed by CONTRACTOR.

b. SSA Outcome Measurement Reporting

CONTRACTOR will submit a quarterly report as outlined in Section 7 of this Exhibit and Exhibit D-1: Logic Model.

3. TERM OF CONTRACT

The term begins on July 1, 2024, and expires on June 30, 2026, unless terminated earlier or otherwise amended; with three one-year extension options.

4. MAXIMUM FINANCIAL OBLIGATION

COUNTY will reimburse CONTRACTOR actual allowable expenditures subject to the provisions of this Contract, for a total not to exceed \$104,160.00 in FY2024-2025 and \$104,160.00 in FY2025-2026 for a total not to exceed \$208,320.00.

5. BUDGET CONTINGENCY

This Contract is contingent upon the appropriation of sufficient funding by COUNTY for the services covered by this Contract. Notwithstanding the termination provisions set forth herein, if funding is reduced or depleted by COUNTY for services covered by this Contract, COUNTY has the option to either terminate this Contract without notice (except that necessary to transition clients in the discretion of COUNTY) and with no liability occurring to COUNTY, or to offer an amendment to this Contract indicating the reduced amount.

Exhibit A-1: Program Provisions**6. COMPENSATION TO CONTRACTOR****a. FEE FOR SERVICE CONTRACT**

- i. CONTRACTOR will be paid by COUNTY in accordance with Exhibit A-1: Program Provisions, Exhibit B-1: Program Plan & Requirements, Exhibit C-1: Budget, and Exhibit D-1: Logic Model for the performance of services as outlined in this Contract up to the maximum compensation. These costs will also be in accordance with current cost principles and with all other requirements of this contract:
 1. For Non-Profit Agencies, OMB Circular A-122.
 2. For Local Governments, OMB Circular A-87.
 3. For Public and Nonprofit Institutions of Higher Education, OMB Circular A-121.
 4. For Profit Making Organization, 41 CFR Part 1.
- ii. If CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of CONTRACTOR, and CONTRACTOR will have no claim whatsoever against COUNTY.
- iii. CONTRACTOR must participate in a closeout period at the end of the COUNTY funding period. During the closeout period all funds awarded to CONTRACTOR must be reconciled to the costs incurred and to the remaining cash, if any. A closeout packet will be provided to CONTRACTOR by COUNTY at the end of the funding period and is due within forty-five (45) days thereafter. If actual cost of providing services based on Unit Cost per meal is less than the amount reimbursed by COUNTY, CONTRACTOR'S final reimbursement will be reduced by the overpayment received from COUNTY. This provision survives the termination of this Contract.

b. COMPENSATION

CONTRACTOR must submit to COUNTY an invoice in a form approved by COUNTY, by the tenth (10th) working day of each month for the month just preceding in which services were performed. The CONTRACTOR will get paid on a monthly basis upon receiving an accurate account and invoice for service rendered, as well as payment for participant and guest contributions as outlined in Exhibit B-1: Program Plan & Requirements.

- i. Prior to submittal, invoices must be certified and signed by a responsible officer of CONTRACTOR with authority to certify that the information submitted by CONTRACTOR is accurate and CONTRACTOR is entitled to payment under the terms of the Contract. COUNTY may rely on said certification in making payment, but this payment will not constitute a waiver of any of COUNTY's legal rights or objections.
- ii. Funding for time frames during the year may be allocated to the different funding sources listed in Section 1. In order to ensure continuation of service, CONTRACTOR will not be paid for meals in excess of the number of year-to-date meals listed in the Service Delivery Plan in current fiscal year Budget for

Exhibit A-1: Program Provisions

the current funding source. Meals that are provided but not reimbursed in a particular month may be reimbursed if claimed on later invoice so long as CONTRACTOR has offered the agreed-upon services continuously and so long as there are available unreimbursed meals available from the current funding source.

- iii. If the invoice is in proper form and the items billed are payable under this Contract, COUNTY will make payment to CONTRACTOR.
- iv. COUNTY will not be required to make payment if the amount claimed is not in accordance with the provisions of this Contract. All payments under this Contract will be made directly to CONTRACTOR as a corporate entity. Under no circumstances will COUNTY be required to make payments in any amount pursuant to this Contract to any other parties, including individual employees or creditors of CONTRACTOR.
- v. COUNTY is not obligated to reimburse CONTRACTOR for any expenditure not reported to COUNTY within sixty (60) calendar days after the end of the last month of the Contract term.

7. OUTCOME MEASUREMENT REPORTING

This contract requires SSA's performance and outcome measurement reporting in order to demonstrate the impact of services on client populations. CONTRACTOR shall monitor, measure and report on the service outputs and outcomes outlined in Exhibit D-1: Logic Model.

CONTRACTOR must submit to COUNTY a quarterly report using the form provided by the COUNTY. Instructions and training to complete the form can be found on <https://www.youtube.com/watch?v=lj2VUO4PhW8>.

CONTRACTOR must submit the report by the fifteenth (15th) working day after each quarter for services performed during the preceding quarter.

8. PARTICIPANT CONTRIBUTIONS

- a. CONTRACTOR will submit participant contributions on a monthly basis with the monthly expense claims.
- b. CONTRACTOR will deposit all participant contributions in a bank account maintained for the Senior Nutrition Program (SNP). All deposits, withdrawals, and balances for the Senior Nutrition Program must be separately identified. COUNTY has the right to review all financial records and bank accounts for audit purposes. Participants' contributions will be collected, counted, and recorded daily by CONTRACTOR. Two persons designated by CONTRACTOR will co-verify the collection and count of participant contributions daily by their signature and date on a participant contribution accounting record. Participant contributions are to be deposited daily when possible, but no less frequently than on a weekly basis. Participant contributions are to be kept in a secure locked location and at night locked in a safe, pending deposit into the Senior Nutrition Program bank account.

Exhibit A-1: Program Provisions**9. ADVANCE PAYMENTS**

- a. If CONTRACTOR is not-for-profit who has not had a congregate meals contract with the COUNTY in the last five years, COUNTY, at its discretion may make advance payments under this contract to CONTRACTOR up to a maximum of 25% of the total contract amount and under conditions as the COUNTY may specify. Such advance payments will in no way increase the total maximum financial obligation specified under this contract.
- b. CONTRACTOR must meet fidelity bond requirements as specified in Article V F. of this contract prior to receiving advance payment.
- c. All advance payments require full repayment prior to the expiration of the contract. COUNTY will specify repayment method of the advance payment amount by deducting an agreed upon monthly amount from the outstanding balance of the contract until the repayment obligation is fulfilled, or deducting the advance payment amount in a lump sum from the remaining contract balance.

10. ADJUSTMENT TO EXHIBIT B-1: PROGRAM PLAN & REQUIREMENTS

A written adjustment to the Program Plan & Requirements may be approved by the COUNTY Representative, or designee, identified in this Exhibit, without a contract amendment as long as the adjustment reflects approved original program provisions and both parties are notified at least 10 days before the adjusted Program Plan & Requirements begins.

11. ADJUSTMENT TO EXHIBIT D-1: LOGIC MODEL

A written adjustment to the Logic Model may be approved by the COUNTY Representative, or designee, identified in this Exhibit, without a contract amendment as long as the adjustment reflects approved original program provisions and both parties are notified at least 10 days before the adjusted Logic Model begins.

12. SERVICE PROVIDED

- a. CONTRACTOR must inform COUNTY of services and activities performed under this Contract and accept appropriately referred clients from the COUNTY for contract services as part of CONTRACTOR's client base.
- b. CONTRACTOR must coordinate services with other organizations providing similar services in order to foster community cooperation and avoid unnecessary duplication of services.
- c. CONTRACTOR must timely assist in the coordination of and verification of eligibility for mobility management benefits each month.
- d. CONTRACTOR must collaborate with other COUNTY-sponsored organizations targeting services to congregate meal participants to implement those services.

13. CRITICAL INCIDENT REPORTING PROVISION

- a. CONTRACTOR shall report and document all major and/or sensitive incidents ("critical incidents") to COUNTY pursuant to the procedures and timing outlined below. COUNTY, in its sole discretion, may require CONTRACTOR to conduct

Exhibit A-1: Program Provisions

all necessary follow-up after reporting critical incidents. If there is any doubt about whether an incident should be reported, the default shall be for CONTRACTOR to report the incident to COUNTY.

- b. A “critical incident” generally refers to an unanticipated and unusual event or occurrence which (1) impacts or poses a risk to the health or safety of the participants, if any, and/or CONTRACTOR’s staff; or (2) represents a significant deviation from the standard of care for the participants, if any, served by CONTRACTOR. Critical incidents may include, but are not limited to the following allegations and/or events:
- i. Boundary violation (e.g., inappropriate contact/communication/or other interaction between a service provider and participants, if any, served by CONTRACTOR).
 - ii. Sexual assault or misconduct.
 - iii. Physical, psychological, or emotional abuse or neglect.
 - iv. Attempted suicide.
 - v. Death.
 - vi. Serious injury or death related to the services provided under the contract.
 - vii. Serious injury or death of any person on property owned, leased, or operated by CONTRACTOR, including but not limited to facilities, parks, sidewalks, roads, and parks.
 - viii. Serious damage to the property of another related to the services provided by CONTRACTOR under this Agreement.
 - ix. Event requiring significant medical intervention (e.g., emergency medical services, inpatient stay, complications from psychotropic medication regimen, overdose, involuntary psychiatric hold § 5150).
 - x. Notice that the District Attorney’s Office will or has filed a criminal charge against participants and their child(ren), if any, served by CONTRACTOR.
 - xi. Notice that the District Attorney’s Office will or has filed a criminal charge against any staff member of CONTRACTOR.
 - xii. Use of or possession of a weapon by participants and their child(ren), if any, served by CONTRACTOR or by CONTRACTOR’s staff.
 - xiii. Any phone calls made to 911 or law enforcement.
 - xiv. Criminal conduct involving CONTRACTOR personnel.
 - xv. Any other incident outside the realm of normal events that may have an adverse effect on the client, or the integrity and operation of the program.
 - xvi. Any event that has a significant possibility of resulting in a claim or lawsuit against CONTRACTOR that is related to this Agreement.
 - xvii. Any event that has a possibility of receiving public or media attention.
- c. When CONTRACTOR, or an employee or agent of CONTRACTOR, knows or has reason to believe that a critical incident has occurred or may have occurred, CONTRACTOR must notify the COUNTY as soon as possible but no later than twenty-four (24) hours from when the incident occurred. Consistent with federal and state laws and grant requirements, CONTRACTOR must include the following information in all incident reports: name and contact information of the submitting individual; name and email address of the best contact for immediate access to a CONTRACTOR staff member who can answer questions regarding the incident;

Exhibit A-1: Program Provisions

an indication of whether press coverage is likely; an incident description, including date, time, and location of the incident; the names and job titles of CONTRACTOR personnel involved in the incident; and a description of any action taken in response to the incident.

14. CONTRACT REPRESENTATIVES

- a. CONTRACTOR designates Brian Loventhal, City Manager, as CONTRACTOR's representative for the purpose of performing the services as required by this Contract. Unless otherwise indicated in writing, the above-named person has the primary authority and responsibility to carry out this Contract.
- b. COUNTY designates the Director of Social Services Agency, or designee, as its representative for the purpose of managing the services performed pursuant to this Contract.

15. NOTICES

All notices prescribed by this Contract will be in writing and deemed effective if sent by certified mail or registered mail and properly deposited with the United States Postal Service, postage prepaid with return receipt requested and addressed as follows:

- a. To COUNTY:
 - Social Services Agency
 - Office of Contracts Management
 - 333 West Julian Street
 - San Jose, California 95110-2335
- b. To CONTRACTOR:
 - City of Campbell
 - Brian Loventhal, City Manager
 - 70 N 1st Street
 - Campbell, CA 95008

16. COUNTY'S CONTRACT TRANSITION PROCESS

CONTRACTOR agrees to provide all information deemed necessary by COUNTY for use in subsequent procurement cycles.

Exhibit B-1: Program Plan & Requirements

CONTRACTOR: City of Campbell

PROGRAM NAME: Senior Nutrition Program – Congregate Meals

1. **SERVICE DESCRIPTION & EXPECTED OUTCOME**

CONTRACTOR will work with the Social Services Agency – Senior Nutrition Program (COUNTY) and other community partners to ensure that the seniors receive nutritious and healthy meals at CONTRACTOR's nutrition site(s). The Senior Nutrition Program – Congregate Meals provides seniors and older adults of Santa Clara County access to healthy, nutritious meals and the opportunity to socialize, take classes, and access other services. CONTRACTOR will perform services in compliance with the Senior Nutrition Program, Congregate Policy & Procedures Manual, and any updates thereto.

2. **PERMITS AND LICENSES**

CONTRACTOR will obtain all permits and licenses necessary to the performance of this contract and will assure that its subcontractors obtain the same. The CONTRACTOR will pay all normal fees for permits, licenses, inspections or any other certification or service required in the performance of this contract.

3. **ELIGIBLE INDIVIDUALS**

Persons who are eligible for meals and services under this contract are those persons who are 60 years of age or older or who are spouses of persons who are 60 years of age or older. Meals may be made available to disabled individuals who have not attained 60 years of age but who reside in housing facilities occupied primarily by the elderly at which congregate nutrition services are provided, or individuals with disabilities who reside at home with and accompany older individuals who are eligible for services. Priority will be given to those older persons in greatest social and economic need with particular attention to seniors who are age 75 or older, low-income, and/or living alone, as defined by the Older Americans Act of 1965.

4. **MEALS**

- a. Meals served by CONTRACTOR must provide at least one-third (1/3rd) of the current recommended dietary allowance specified by the Food and Nutrition Board of the National Academy of Sciences – National Research Council.
- b. Menus will be planned by CONTRACTOR in cycles, the minimum period being five (5) weeks. Such menus must be planned in accordance with COUNTY requirements. Such menus will be submitted to COUNTY three (3) weeks prior to initial use. Client-facing menus will be posted in a conspicuous location at the meal site at least one (1) week in advance of use.
- c. Table settings will be of reasonable quality. If disposable dinnerware is used, it will be of sturdy quality. CONTRACTOR will only offer single-use items needed to eat or prevent spillage of the ready-to-eat food and will only provide single-use accessories to participants upon request. Samples of single-use items are forks, knives, spoons, and sporks. Compostable serve ware is highly encouraged.

Exhibit B-1: Program Plan & Requirements

5. CONGREGATE MEAL SITES

- a. CONTRACTOR will provide congregate meals at the meal site(s), days, and times indicated in current fiscal year Budget. Notwithstanding, CONTRACTOR may make minor changes to the service days and times listed in current fiscal year Budget with prior written approval of COUNTY.
- b. CONTRACTOR may not relocate the meal site or add a meal site without prior notification, inspection, and approval by COUNTY. Relocation or addition of a meal site without the prior approval of the COUNTY may be considered a breach of the provisions of this contract. COUNTY may suspend or withhold payments, or terminate the contract if the relocation affects any of the provisions of the contract including, but not limited to the following:
 - i. The relocation or addition reduces or terminates the provision of services to seniors in the geographic area served by this contract.
 - ii. The relocation or addition changes the service area served by this contract.
 - iii. The relocation or addition does not serve or give priority to older persons in the greatest social or economic need as defined by the Older Americans Act of 1965 as amended.
- c. The site must have adequate lighting and ventilation and must meet all applicable health, fire, safety and sanitation regulations. CONTRACTOR must obtain current certificates from appropriate public officials indicating the site is in compliance with health and fire regulations.
- d. CONTRACTOR shall ensure that a pleasant dining atmosphere is maintained and that there is adequate space for the equipment of participants, such as canes, crutches and wheelchairs.
- e. There will be no architectural barriers which would prevent an eligible individual from having access to the meal site facility.
- f. Innovative services may be added to the PROGRAM during the term of this contract, or upon an extension of this contract, upon written approval of the COUNTY.
- g. If a site is designated as a catered site in current fiscal year Budget, upon written approval from COUNTY and upon obtaining all required governmental approvals, CONTRACTOR may switch to being a cook-on-site location. In the event of this switch, CONTRACTOR's per-meal rate will be changed to the standard cook on site per-meal rate if different than the catered meal rate.

6. NUMBER OF MEALS, SERVING DAYS, AND HOLIDAYS

- a. CONTRACTOR will provide the number of meals as specified in current fiscal year Budget. If demand by eligible individuals in the first six (6) months of this Contract does not result in CONTRACTOR providing the average number of meals per day specified in current fiscal year Budget, COUNTY may terminate

Exhibit B-1: Program Plan & Requirements

this Contract. Prior to termination, COUNTY and CONTRACTOR may attempt to renegotiate this Contract to allow CONTRACTOR to reduce the average number of meals to be provided per day. If CONTRACTOR provides additional meals and such additional meals will cause CONTRACTOR to exceed the Maximum Financial Obligation of this Contract, such additional costs will be the sole expense of CONTRACTOR, unless the parties agree and execute a Contract Amendment.

- b. CONTRACTOR will be paid for the number of meals provided to eligible participants at a meal site, not the number of meals prepared. COUNTY will not reimburse meals served that do not meet the dietary requirements in Section 4(a).
- c. CONTRACTOR must open its Nutrition Site(s) for the number of service days specified in current fiscal year Budget. CONTRACTOR must open its Nutrition Site(s) at minimum the number of serving days indicated each week except for holidays. Should CONTRACTOR close its Nutrition Site(s) due to unforeseen circumstances, CONTRACTOR will notify COUNTY immediately and work collaboratively to reschedule the day(s) that the Nutrition Site(s) was closed. Should CONTRACTOR close their Nutrition Site(s) due to foreseen circumstances and not be able to reschedule the day(s) of services, CONTRACTOR will not be reimbursed for the number of meals allocated to the serving day(s) that the Nutrition Site(s) was closed.

7. **ADVISORY COUNCIL**

CONTRACTOR will ensure that an election is held to elect a participant to represent each of its nutrition sites on the countywide program Advisory Council. It will be the responsibility of the program Advisory Council to advise the COUNTY on policy matters relating to the delivery of the congregate nutrition services throughout the COUNTY program area.

8. **SUPPORTIVE SERVICES**

- a. CONTRACTOR will provide supportive services, to the extent that such services are needed and are not already available from third parties and accessible to individuals participating in the Congregate Meals Program. Supportive services may include:
 - i. Transportation of eligible individuals to and from congregate meal sites so that nutrition and other services will be accessible to those eligible individuals living within the program area who, because of lack of mobility or physical or mental handicap, would otherwise be unable to participate in the program;
 - ii. Information and referral services designed to provide eligible individuals with current information of, and referral to, all appropriate services to meet their needs;
 - iii. Health and welfare counseling services designed to assist eligible individuals in dealing with the problems and stresses that interfere with normal health and social functioning. CONTRACTOR may provide such

Exhibit B-1: Program Plan & Requirements

services through person-to-person assistance from trained counselors or referrals to other resources;

- iv. Nutrition education through a formal program of regularly scheduled meetings to make available pertinent facts related to nutritional need;
 - v. Recreation activities designed to foster the health and social well-being of program participants through social interaction and satisfying use of free time;
 - vi. Outreach activities to assure maximum participation of hard-to-reach and other eligible individuals.
- b. CONTRACTOR will report the supportive services provided at its meal site(s) to the COUNTY in the format requested by the COUNTY and whether the service is provided by CONTRACTOR or another entity at least annually, or more often, as requested by the COUNTY. COUNTY may request this information from CONTRACTOR up to once per quarter.

9. **FOOD INVENTORY**

CONTRACTOR will develop a written plan for conducting food inventories. The plan will include the procedures for conducting food inventories, identify persons responsible for conducting the inventory, and set the schedule for completing the inventories. The plan will also include a description of the "First-in-First Out" food rotation system that will be used to ensure stored goods are rotated to prevent deterioration. CONTRACTOR will provide COUNTY with a copy of its food inventory plan and completed food inventories, upon request.

10. **PEST CONTROL**

CONTRACTOR is required to follow the pest control requirements in the current Senior Nutrition Program, Congregate Policy & Procedures Manual. In addition, if a pest issue is identified, COUNTY reserves the right to require CONTRACTOR to take corrective action to remedy the issue or require any other action from CONTRACTOR necessary to protect the health and welfare of participants.

11. **DATA COLLECTION AND PRIVACY**

- a. At intervals prescribed by the COUNTY and, on forms provided by COUNTY, CONTRACTOR will collect program data and information relating to nutrition risk assessments, registered site participants, meals, use of services and program contributions. CONTRACTOR will also be required to collect program data through the use of electronic collection methods. Such methods may include the use of computers, scanners, or other means. CONTRACTOR must comply with collection requirements as directed by COUNTY.
- b. Unless otherwise specified, COUNTY will provide CONTRACTOR with the equipment needed to collect data by electronic means ("Scanning Equipment"). If COUNTY provides CONTRACTOR with Scanning Equipment, COUNTY will be considered legal owner and Scanning Equipment must be returned to COUNTY immediately upon termination or expiration of this agreement.

Exhibit B-1: Program Plan & Requirements

- c. CONTRACTOR agrees to provide information deemed necessary by COUNTY such as providing SNP a Budget Justification workbook with line-item budget, detailed staffing information, and a list of other agency resources being contributed towards the program.
- d. CONTRACTOR must submit a completed and signed Santa Clara Senior Nutrition Program – Monthly Report, New Client Log, Monthly Scanner Data Report for the prior month by the fourth (4th) working day of the current month to their assigned registered dietitian.
- e. No later than the second time an eligible participant attends a congregate meal site operated by CONTRACTOR, CONTRACTOR must have the participant complete a registration form with participant's information. Registration forms must be submitted online to the designated COUNTY staff person on an ongoing basis for new and updated registrations.
- f. Quarterly Report. Quarterly Reports with output and outcome data must be turned in with September, December, March, and July invoices. Quarterly Reports must be prepared on the form provided by the COUNTY. Submission of the Quarterly Report is required before the corresponding monthly invoice can be paid.
- g. Within 30 days of executing this agreement, and annually thereafter if the term of this agreement is extended, all employees, volunteers, subcontractors, or agents of CONTRACTOR who handle confidential client information, including but not limited to registration forms, must complete the information security and privacy presentation online training provided by the California Department of Aging (currently available at: https://www.aging.ca.gov/ProgramsProviders/Information_Security_and_Privacy/Presentation/index.html). Upon completion, evidence must be submitted to COUNTY to provide to Sourcewise.

12. **PARTICIPANT CONTRIBUTION PRINCIPLES**

- a. CONTRACTOR will provide meals to eligible individuals regardless of their ability to contribute for all or part of their meals. Recipients are requested to make a financial contribution to offset the cost of the meals. Suggested contribution for congregate meals is \$3.00 per meal. If CONTRACTOR also provides home delivered meals, the suggested contribution is \$3.00 per meal. Contributions are confidential. CONTRACTOR will not disclose records of the amount of contribution received or the name of contributor to third parties without written permission of the contributor. COUNTY has the right to review CONTRACTOR'S contribution records for audit purposes. Payment of the suggested contribution is not a condition for the receipt of meals.
- b. CONTRACTOR will submit participant contributions monthly with the monthly reimbursement claims. One hundred percent of these contributions must be submitted to COUNTY.

13. **VOLUNTEER, GUEST, AND STAFF MEALS**

- a. Volunteer Meals: A volunteer under the age of 60 who provides services during

Exhibit B-1: Program Plan & Requirements

meal hours may be offered a meal, if doing so will not deprive an older individual of a meal. Volunteers under age 60 who receive a full meal that meets the requirements in Section 4 must pay a \$3.00 fee and the fee must be included with the participant contributions and returned to the COUNTY. CONTRACTOR must record the number of volunteer meals served. CONTRACTOR will be reimbursed for volunteer meals provided.

- b. Guest Meals: A guest under the age of 60 may be offered a meal during meal hours if doing so will not deprive an older individual of a meal or add to the cost of meals prepared. A guest must pay a fee of at least \$8.00-\$9.00 or up to the actual cost of the meal served, as specified in current fiscal year Budget. CONTRACTOR must record the number of guest meals served and keep guest fees separate from participant contributions. CONTRACTOR may keep guest fees received. The cost of providing guest meals may not be included in the quarterly reconciliation.
- c. Staff Meals: Nutrition services staff under the age of 60 may receive a meal if doing so will not deprive an older individual of a meal or add to the cost of meals prepared. CONTRACTOR must record the number of nutrition services staff meals served. The cost of providing staff meals may not be included in the quarterly reconciliation.

14. **MANDATORY ATTENDANCE**

CONTRACTOR must have a representative attend every required training and meeting offered by the COUNTY that is specific to the Senior Nutrition Program.

15. **PURCHASES**

COUNTY may require CONTRACTOR, by written notice, to obtain approval of COUNTY for all purchases of food and materials. Approval will not be withheld by COUNTY except for good cause.

16. **NON-EXPENDABLE PROPERTY**

Any acquisition by CONTRACTOR of non-expendable property with a retail purchase price in excess of five-thousand dollars (\$5,000.00), that is required by CONTRACTOR for performance of this Contract, must require prior written approval of COUNTY. COUNTY will be the legal owner of all equipment that is purchased with COUNTY funds. COUNTY may take possession of its equipment if it is not being used primarily for program purposes and will determine disposition of that equipment upon expiration or termination of this contract.

17. **COMPETITIVE BID REQUIREMENTS**

- a. All equipment purchases by the CONTRACTOR exceeding five-thousand dollars (\$5,000.00) must be procured through a competitive process in compliance with Sourcewise's bidding procedures unless services or materials can be obtained only from a single source. Any procurement exceeding ten-thousand dollars (\$10,000.00) must also comply with the requirements of Office of Management and Budget Circular Uniform Guidance.
- b. Unless CONTRACTOR uses the COUNTY's designated vendor, prior to making any equipment purchase that has a value of five-thousand dollars

Exhibit B-1: Program Plan & Requirements

(\$5,000.00) or more, CONTRACTOR will submit to COUNTY evidence that it has received a minimum of three (3) bids for such subcontract and justification for selection of the successful bidder or submit documentation to support the use of the sole supplier. Record shall be maintained by CONTRACTOR showing the parties solicited and the bids submitted.

18. OVERTIME WORK

Overtime work expenditures that are incurred by the CONTRACTOR will not be paid by reducing services or meals under this contract.

19. RESTRICTION OF DISCLOSURES

Any reports, analysis, studies, drawings, information or data generated as a result of this contract are to be provided to COUNTY prior to public dissemination.

20. MEAL VERIFICATION AND ERROR RATES

CONTRACTOR must create and provide accurate electronic and paper documentation for the total number of meals provided and invoiced each month.

Paper documentation of the number of monthly meals provided includes both monthly reports, New Client Logs, Guest and Staff meal logs, and daily sign-in sheet for the meals distributed. Monthly reports are submitted to the COUNTY per section 11(d) above. Sign-in sheets are described in the Senior Nutrition Program policies and procedures manual and must be submitted to COUNTY monthly. Sign-in sheets and New Client Logs are verification of the number of meals included on the monthly reports and the total number of signatures and reported meals must match. COUNTY will not reimburse for meals reported on the monthly report for which there is no signature on a sign-in sheet or signatures on the new client log.

Electronic documentation is described in section 11(a) above and includes electronic meal data collected through the use of a scanning device or entry into a COUNTY-provided system. Electronic data report may be accepted by COUNTY as back-up documentation for the monthly report in lieu of a sign-in sheet. COUNTY will not reimburse for meals reported on the monthly report for which there is no electronic documentation unless otherwise verified in a manner acceptable to COUNTY, such as with a new client log.

Electronic data also must be reconcilable to Sourcewise's AssureCare database. If electronic documentation is not reconcilable to Sourcewise's AssureCare database an error rate is created. If CONTRACTOR's electronic data exceeds an error rate of 5%, COUNTY may withhold a percentage of CONTRACTOR's invoice equivalent to the percentage of the error rate exceeding the 5% threshold. For example, if CONTRACTOR has an error rate of 23%, COUNTY may withhold 18% (23% - 5%) of CONTRACTOR's invoice for that month. However, if Sourcewise reimburses COUNTY for the meals that create this error rate, then the County will not withhold any percentage of CONTRACTOR's invoice for the error rate but still may withhold payment for the other documentation issues listed in this section.

21. GRIEVANCE POLICY

a. CONTRACTOR must establish a written grievance process for reviewing and attempting to resolve complaints of older individuals receiving services funded

Exhibit B-1: Program Plan & Requirements

by this Contract which complies with Sourcewise's requirements and the Older Americans Act, Section 315(b)(4). At a minimum, the process shall include all of the following:

- i. Time frames within which a complaint will be acted upon.
 - ii. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to Sourcewise if dissatisfied with the results of CONTRACTOR's review.
 - iii. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.
- b. CONTRACTOR shall notify older individuals of the grievance process available to them by:
- i. Posting notification of the process in visible and accessible areas, such as the bulletin boards in multipurpose senior centers or areas in which there are a substantial number of older adults. For individuals who are non-English speaking, the notification shall also be posted in the primary language of a significant number of older individuals.
 - ii. Advising homebound older individuals of the process either orally or in writing upon CONTRACTOR's contact with the individuals.
- c. Complaints may involve, but not be limited to, any or all of the following:
- i. Amount or duration of a service.
 - ii. Denial or discontinuance of a service.
 - iii. Dissatisfaction with the service being provided or with the service provider. If the complaint involves an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, the complainant shall be referred to the proper entity.
 - iv. Failure of the service provider to comply with any of the requirements set forth in California Department of Aging regulations or in the contract with Sourcewise.
- d. Nothing in this Grievance policy shall be construed as prohibiting older individuals from seeking other available remedies, such as presenting their complaints at an open meeting of CONTRACTOR's governing board.
- e. Participants shall notify the COUNTY in writing within ten working days after statement has been issued to complainant detailing the complaint, resolution and copy of the statement sent to the complainant. The address for mailing is 353 W. Julian Street, 4th Floor, San Jose, CA 95110.

Exhibit B-1: Program Plan & Requirements

- f. If a participant is dissatisfied with the results of the review, they shall notify Sourcewise in writing within ten working days after statement has been issued to complainant detailing the complaint, resolution and a copy of the statement sent to complainant. The address for mailing is 3100 De La Cruz Boulevard, Suite 310, Santa Clara, CA, 95054.

22. FISCAL YEAR CLOSEOUT SUBMISSION

Due to fiscal reporting deadlines imposed by the California Department of Aging and Sourcewise, CONTRACTOR must submit requested fiscal year-end closeout documents to COUNTY accounting staff by July 3 of current fiscal year.

DRAFT

Agency Name: City of Campbell

Program: Congregate Meals - Combined Agency Budget

A	B	C	D
Budget	Annual Units	Rate	Total
Per Meal Reimbursement Rate	17,360	\$6.00	\$104,160.00
Contract Total			\$104,160.00

DRAFT

Attachment: DRAFT FY26 A1 Delegated PRC Contract - City of Campbell - SNP Congregate Meals (Senior

Agency Name: City of Campbell

Site: Campbell

Contractor will close on the following dates for observance of the listed holiday.

A	B
Date	Holiday Name
Fri, July 04, 2025	Fourth of July
Mon, September 01, 2025	Labor Day
	Veteran's Day (Unpaid for Staff)
Thu, November 27, 2025	Thanksgiving
Fri, November 28, 2025	Day After Thanksgiving
Wed, December 24, 2025	Christmas Eve
Thu, December 25, 2025	Christmas Day
	New Year's Eve (Unpaid for Staff)
Thu, January 01, 2026	New Year's Day
Mon, January 19, 2026	Martin Luther King Jr. Day
Mon, February 16, 2026	President's Day
	Cesar Chavez Day (Unpaid for Staff)
Tue, May 26, 2026	Memorial Day
Total Holidays	10

Attachment: DRAFT FY26 A1 Delegated PRC Contract - City of Campbell - SNP Congregate Meals (Senior

Agency Name: City of Campbell
Site: Campbell

A	B	C	D	E	F
Budget	# of Daily Meals	# of Serving Days	Annual Units	Rate	Total Contract Amount**
Per Meal Reimbursement Rate*	70	248	17,360	\$6.00	\$104,160.00
Grand Total					\$104,160.00

Weekly Service Plan	Mon	Tues	Weds	Thurs	Fri	Sat	Sun	Service Days
Service Start	11:00 AM	N/A	N/A					
Service End	12:00 PM	N/A	N/A					
Total Hours	1.00	1.00	1.00	1.00	1.00	N/A	N/A	5

Site Preparation Type
Catered

Monthly Service Delivery Plan	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Possible Serving Days	23	21	22	23	20	23	22	20	22	22	21	22	261
Unpaid Days Off	0	0	0	0	1	1	0	0	1	0	0	0	3
Holidays	1	0	1	0	2	2	2	1	0	0	1	0	10
Actual Serving Days	22	21	21	23	17	20	20	19	21	22	20	22	248
Budgeted Monthly Meals (Serving Days x # of Daily Meals)	1540	1470	1470	1610	1190	1400	1400	1330	1470	1540	1400	1540	17360
YTD Budgeted Meals**	1540	3010	4480	6090	7280	8680	10080	11410	12880	14420	15820	17360	

*Only meals provided to eligible participants which meet dietary requirements will be reimbursed. The maximum number of meals reimbursed by the County will not exceed the YTD number of budgeted meals based on County-approved holiday schedule. Meals provided in a previous month but not reimbursed may be billed in a subsequent month.

**Food costs must equal at least 25% less \$.25 of the Total Contract Amount. Meals that are unserved will not be reimbursed.

Agency Name: City of Campbell

Site: Campbell

Provide the following information for each staff member who would be assigned to fulfill the terms of contract.

#	Staff Job Title	Activities Staff Person Will Perform
1	Senior Services Supervisor	Responsible for overall administration of the Campbell SNP. Prepares program budget and quarterly reports, supervises Site Manager, and serves as liaison to the County.
2	Site Manager	Responsible for registration, orders meals, supervises the Site Server, ensures food safety practices are implemented, and prepares monthly reports.
3	Site Server	Checks in catered meals, take food temperatures, plates and serves meals, and sanitizes the kitchen.

DRAFT

Attachment: DRAFT FY26 A1 Delegated PRC Contract - City of Campbell - SNP Congregate Meals (Senior

Logic Model -

SNP Congregate Meals

Agency Name: City of Campbell

A. Contract Goal:

Provide nutritious meals, opportunities to socialize, transportation, and resources to older adults across Santa Clara County.

B. Situation

Lack of food access, financial instability, and social isolation are pervasive issues among the older adult community. In order to meet the needs of this community services need to include ethnically diverse cuisine served in locations in proximity to low-income neighborhoods, innovative service models that bring the food to the people, transportation options, and additional safety net resources. These services are a vital component to keeping people healthy and living independently.

C. Activities/Services

Provide nutritious, hot meals to older adults age 60+.

The Campbell SNP provides nutritious meals, socialization, and activities to keep seniors active and engaged in the community.

D1. # of unduplicated clients/families served per FY	D2. # of Outputs per FY	D3. Output
120	17,360	Hot Meals
100	70	Socialization Activity

E. Short/Long Term Outcome Measures

By June 30, 2026, at least 75% of eligible older adult congregate meal participants will have participated in at least one activity offered at the meal site.

Attachment: DRAFT FY26 A1 Delegated PRC Contract - City of Campbell - SNP Congregate Meals (Senior



*City
Council
Report*

Item: 8
Category: CONSENT CALENDAR
Meeting Date: June 3, 2025

TITLE: Agreement with MoonChef, LLC to Provide Catered Meals for the Senior Nutrition Program for Fiscal Year 2025-26 (Resolution/Roll Call Vote)

RECOMMENDED ACTION

That the City Council adopt a Resolution approving an agreement and authorizing the City Manager to execute the agreement with MoonChef, LLC to provide catered meals for the Senior Nutrition Program during Fiscal Year 2025-26.

BACKGROUND

The City of Campbell (City) has partnered with MoonChef, LLC since 2017 to provide Asian cuisine catered meals for the City's Senior Nutrition Program. MoonChef, LLC is designated as an approved caterer by the County of Santa Clara (County), through the County's competitive bid process, for the provision of food services for both the City's and the County's Senior Nutrition Programs.

On November 15, 2017, the City entered into the first agreement (Agreement) with MoonChef, LLC to provide catered meals for the City's Senior Nutrition Program following the existing Asian cuisine caterer providing notice of termination of services. MoonChef, LLC provided catered meals once a week from November 15, 2017 to June 30, 2018. The Agreement was renewed on July 1, 2018 to indicate that MoonChef would provide catered meals two days per week at a rate of \$5.20 per meal from July 1, 2018 through June 30, 2019. Since then, a new agreement with MoonChef, LLC has been entered into annually at the start of each fiscal year. Specifically, subsequent agreements specified MoonChef, LLC would provide catered meals two days a week in Fiscal Year 2020 at a rate of \$5.41 per meal; two days a week in Fiscal Year 2021 at a rate of \$5.38 per meal; and two days a week in Fiscal Year 2022 at a rate of \$5.60 per meal; Subsequent agreements specified MoonChef, LLC would provide catered meals three days a week in Fiscal Year 2023 at a rate of \$5.81 per meal; three days a week in Fiscal Year 2024 at a rate of \$5.98 per meal; and three days a week in Fiscal Year 2025 at a rate of \$6.16 per meal.

DISCUSSION

The City would like to continue using MoonChef, LLC to provide catered meals for the City's Senior Nutrition Program through Fiscal Year (FY) 2025-26 and continue the meal service three days per week. Therefore, staff is recommending the City enter into a new agreement with MoonChef, LLC to increase the rate charged from \$6.16 per meal to \$6.34 per meal, for a total compensation amount of \$65,682.40; and to provide a new term for services from July 1, 2025 through June 30, 2026.

FISCAL IMPACT

The City shares the cost for the Senior Nutrition Program's catered meals with the County of Santa Clara. The total FY 2025-26 meal quantities from MoonChef, LLC will be directed by City staff based on need and are estimated to cost the City approximately \$65,682.40 in the upcoming fiscal year. Funds have been requested in the FY 2025-26 Proposed Operating Budget and are included in the Recreation & Community Services Department, Senior Nutrition Division budget (Acct No. 101.525.7432).

ALTERNATIVES

Do not authorize the City Manager to execute an agreement with MoonChef, LLC and not be able to provide meals to seniors in need.

Do not authorize the City Manager to execute a new agreement and provide alternative direction to staff.

Prepared by:



Tina Wong-Erling, Senior Services
Supervisor

Reviewed by:



Natasha Bissell, Recreation and
Community Services Director

Approved by:



Brian Loventhal, City Manager

Attachment:

- a. Council Resolution MoonChef FY 2025-26
- b. FY26 Budget Justification Report City of Campbell
- c. FY 2025-26 Contract MoonChef

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL APPROVING THE AGREEMENT WITH MOONCHEF, LLC, TO PROVIDE CATERED MEALS FOR THE SENIOR NUTRITION PROGRAM FOR FY 2025-26 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

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

WHEREAS, MoonChef, LLC has been designated by the County as an approved caterer for meals for the City/County Nutrition Program for Fiscal Year 2025-26; and

WHEREAS, the Agreement with MoonChef, LLC is required to clarify the obligations of each party to increase the frequency with which meals are provided by MoonChef, LLC through the City’s Senior Nutrition Program three days per week; to increase the rate charged from \$6.16 per meal to \$6.34 per meal, for a total compensation amount of \$65,682.40; and to provide a new term for MoonChef, LLC to provide these services from July 1, 2025 through June 30, 2026.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Campbell does hereby approve an agreement with MoonChef, LLC to provide catered meals for the Senior Nutrition Program for Fiscal Year 2025-26 and authorize the City Manager to execute the agreement.

PASSED AND ADOPTED this 3rd day of June 2025 by the following roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

APPROVED:

Sergio Lopez, Mayor

ATTEST:

Attachment: Council Resolution MoonChef FY 2025-26 (MoonChef Agreement FY 2025-2026)

Andrea Sanders, City Clerk

Agency Name: City of Campbell

Site Location: Campbell

17,360
Annual Meals

A	B	C	D
Fee for Service Budget Justification*			
Personnel Costs	Total Program Cost	Agency Amount**	SCC Contract Amount
Salaries	\$ 89,418.00	\$ 89,418.00	\$ -
Volunteer Hours (in-kind)	\$ -	\$ -	\$ -
Payroll Taxes	\$ 7,914.00	\$ 7,914.00	\$ -
Retirement Contribution	\$ 4,377.00	\$ 4,377.00	\$ -
Health Insurance	\$ 13,396.00	\$ 13,396.00	\$ -
Other Fringe Benefits	\$ 3,454.00	\$ 3,454.00	\$ -
Subtotal Personnel Costs	\$ 118,559.00	\$ 118,559.00	\$ -
Operating Expenses			
Food Costs @ \$6/meal	\$ 104,160.00	\$ 11,578.50	\$ 92,581.50
Non-Food Costs @ \$0.491/meal	\$ 8,521.00	\$ 4,260.50	\$ 4,260.50
In-Kind Donations		\$ -	\$ -
Usage	\$ 7,200.00		\$ 7,200.00
Staff Mileage	\$ 236.00	\$ 118.00	\$ 118.00
Pre-packaged Meals	\$ 375.00	\$ 375.00	\$ -
			\$ -
			\$ -
			\$ -
Subtotal Operating Expenses	\$ 120,492.00	\$ 16,332.00	\$ 104,160.00
INDIRECT COSTS (maximum 15% of SCC Contract Amount or federally approved indirect rate)			
Administrative Overhead			\$ -
Grand Total	\$ 239,051.00	\$ 134,891.00	\$ 104,160.00

Unit cost (approximate)*: \$ 13.77 \$ 7.77 \$ 6.00

Food Cost per Meal: \$ 6.00 \$ 0.67 \$ 5.33

Food Cost as Percent of Unit Cost (Minimum of 25% less \$.25 for SCC funding)**: 44% 9% 89%

*Actual expenses must be reconciled to the amount of the County per meal reimbursement quarterly and at year end.

**Agency contribution plan must equal at least \$.83/meal. If a higher amount is listed above, that amount is required.

**AGREEMENT FOR SENIOR NUTRITION SERVICES
BETWEEN
CITY OF CAMPBELL
AND MOONCHEF, LLC**

THIS AGREEMENT is made and entered on July 1, 2025 (“Effective Date”), by and between the CITY OF CAMPBELL, a municipal corporation of the State of California (hereinafter “CITY”) and MoonChef, LLC (hereinafter “CONTRACTOR”).

RECITALS

- A. Whereas, the Senior Nutrition Program is administered by the Santa Clara County Social Service Agency and provides home delivered and congregate meals to eligible seniors sixty (60) years of age and older in Santa Clara County; and
- B. Whereas, CITY and Santa Clara County entered into a Senior Nutrition Program Contract dated July 1, 2024 (“County Contract”) to provide congregate meals at the Campbell Adult Center located at 1 W. Campbell Ave. Campbell, CA 95008; and
- C. Whereas, the County Contract is amended on an annual basis to reflect the annual approved budget for the congregate meals in the City of Campbell and may be amended from time to time as required by Santa Clara County; and
- D. Whereas, CITY requires professional services for the delivery of meals for the Senior Nutrition Program located at the Campbell Adult Center, 1 W. Campbell Ave. Campbell, CA 95008, in accordance with the County Contract;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and for valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES.

CONTRACTOR shall perform those services specified in detail in EXHIBIT A, entitled “SCOPE OF SERVICES”, which is attached hereto and incorporated herein.

SECTION 2. TERM OF AGREEMENT.

This AGREEMENT shall become effective retroactively on the Effective Date and automatically terminates on June 30, 2026 (“Term”), subject to the provisions of SECTION 11 of this AGREEMENT.

SECTION 3. SCHEDULE OF PERFORMANCE.

The services of CONTRACTOR are to be completed as set out in EXHIBIT A, and time is of the essence in this AGREEMENT.

SECTION 4. COMPENSATION.

A. The compensation to be paid to CONTRACTOR shall not exceed Six Dollars and Thirty-four Cents (\$6.34) per meal for the Term. The rate and schedule of payment is set out in EXHIBIT B, entitled “COMPENSATION,” which is attached hereto and incorporated herein.

SECTION 5. METHOD OF PAYMENT.

Each month, CONTRACTOR shall furnish to the CITY a statement of the work performed for compensation during the preceding month.

SECTION 6. INDEPENDENT CONTRACTOR.

It is understood and agreed that CONTRACTOR, in the performance of the work and services agreed to be performed by CONTRACTOR, shall act as and be an independent contractor and not an agent or employee of CITY; and as an independent contractor, CONTRACTOR shall obtain no rights to retirement benefits or other benefits which accrue to CITY's employees, and CONTRACTOR hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY.

The parties agree that the expertise and experience of CONTRACTOR are material considerations for this AGREEMENT. CONTRACTOR shall not assign or transfer any interest in this AGREEMENT nor the performance of any of CONTRACTOR'S obligations hereunder, without the prior written consent of CITY, and any attempt by CONTRACTOR to so assign this AGREEMENT or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION.

CONTRACTOR agrees to indemnify, defend and hold harmless the CITY, its officers, agents and employees to the fullest extent allowed by law from any and all claims, actions, causes of action, losses, damages, liabilities and costs of every nature, including all claims, actions, causes of action, losses, damages, liabilities for property damage, bodily injury, or death, and all costs of defending any claim, action or cause of action, caused by, arising out of, or resulting from, or alleged to have been caused by, arise out of, or result from, in whole or in part, CONTRACTOR'S performance of this AGREEMENT, except for any claims, actions, causes of action, losses, damages, costs or liabilities proximately caused by the sole negligence or willful misconduct of CITY.

The foregoing indemnity provision is intended to fully allocate the parties' risk of liability to third-parties; and there shall be no rights to indemnity or contribution, in law or equity or otherwise between the parties that are not set forth in this section. CONTRACTOR waives all rights to subrogation for any matters covered by this provision. CONTRACTOR'S responsibility for such defense and indemnity obligations as set forth in this provision shall survive the termination or completion of this AGREEMENT for the full period of time allowed by law.

SECTION 9. INSURANCE REQUIREMENTS.

CONTRACTOR agrees to have and maintain the policies set forth in EXHIBIT C, entitled “INSURANCE,” which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Director of Finance or the Director’s authorized designee (“Risk Manager”) of the City of Campbell as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. CONTRACTOR agrees to provide CITY with a copy of said policies, certificates and/or endorsements before work commences under this AGREEMENT.

SECTION 10. NONDISCRIMINATION.

CONTRACTOR shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin or any other protected class, in connection with or related to the performance of this AGREEMENT.

SECTION 11. TERMINATION.

- A. Either party may terminate this AGREEMENT upon 30 days written notice prior to the start date of meal delivery covered by this AGREEMENT.
- B. If CONTRACTOR fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, CITY may terminate this AGREEMENT immediately upon written notice.
- C. CITY’s Purchasing Agent is empowered to terminate this AGREEMENT on behalf of CITY.
- D. In the event of termination, CONTRACTOR shall deliver to CITY copies of all reports, documents, and other work performed by CONTRACTOR under this AGREEMENT, and upon receipt thereof, CITY shall pay CONTRACTOR for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. GOVERNING LAW.

CITY and CONTRACTOR agree that the law governing this AGREEMENT shall be that of the State of California.

SECTION 13. COMPLIANCE WITH LAWS.

CONTRACTOR shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 14. CONFIDENTIAL INFORMATION.

All data, documents, discussions or other information developed or received by or for CONTRACTOR in performance of this AGREEMENT are confidential and not to be disclosed to any person except as authorized by CITY, or as required by law.

SECTION 15. OWNERSHIP OF MATERIALS.

All reports, documents or other materials developed or discovered by CONTRACTOR or any other person engaged directly or indirectly by CONTRACTOR to perform the services required hereunder shall be and remain the property of CITY without restriction or limitation upon their use.

SECTION 16. WAIVER.

CONTRACTOR agrees that waiver by CITY of any breach or violation of any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by CONTRACTOR shall not be deemed to be a waiver of any term or condition of this AGREEMENT.

SECTION 17. CONTRACTOR'S BOOKS AND RECORDS.

- A. CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to CITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONTRACTOR pursuant to this AGREEMENT.
- B. CONTRACTOR shall maintain all documents and records which demonstrate performance under this AGREEMENT for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT.
- C. Any records or documents required to be maintained pursuant to this AGREEMENT shall be made available for inspection or audit at no cost to CITY, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to CITY for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at CONTRACTOR's address indicated for receipt of notices in this AGREEMENT. CONTRACTOR acknowledges that under certain circumstances specified in California Government Code Section 8546.7, this AGREEMENT (if it involves an expenditure of \$10,000 or more of public funds) may be subject to examination and audit by the Auditor of the State of California pursuant to California Government Code Section 8546.7.

D. Where CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of CONTRACTOR's business, CITY may, by written request by any of the above-named officers, require that custody of the records be given to CITY and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by CONTRACTOR, CONTRACTOR's representatives, or CONTRACTOR's successor-in-interest.

SECTION 18. SPECIAL PROVISIONS.

Special provisions, if any, to this AGREEMENT are specified in EXHIBIT D, entitled, "SPECIAL PROVISIONS", which is attached hereto and incorporated herein.

SECTION 19. NOTICES.

All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To CITY: Campbell Adult Center
Attn. Tina Wong-Erling
1 W. Campbell Ave. C-33
Campbell, CA 95008

To CONTRACTOR: MoonChef, LLC.
Attn: Ms. Daisy Li
405 S. Canal Street
South San Francisco, CA 94080

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

SECTION 20. VENUE.

In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

SECTION 21. INTERPRETATION, PRIOR AGREEMENTS AND AMENDMENTS.

Attachment: FY 2025-26 Contract MoonChef (MoonChef Agreement FY 2025-2026)

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. In the event that the terms specified in any of the Exhibits attached hereto conflict with any of the terms specified in the body of this AGREEMENT, the terms specified in the body of this AGREEMENT shall control. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may be modified only by a written amendment duly executed by the parties to this AGREEMENT.

WITNESS THE EXECUTION HEREOF on the day and year first hereinabove written.

“CITY”

APPROVED AS TO FORM:

CITY OF CAMPBELL, a municipal corporation

William Seligmann
City Attorney

By _____
Brian Loventhal
City Manager

“CONTRACTOR”
MOONCHEF, LLC

By _____
Daisy Li
Chief Executive Officer

Attachment: FY 2025-26 Contract MoonChef (MoonChef Agreement FY 2025-2026)

EXHIBIT A
SCOPE OF SERVICES

CONTRACTOR agrees to perform the following services in accordance with the City of Campbell's Senior Nutrition Program and County Agreement, as amended.

Site Name: Campbell Adult Center
Address: 1 W. Campbell Avenue
Campbell, CA 95008

Delivery Time: 11:00 am-11:30 am
Delivery Days: Three days per week, Tuesdays, Wednesdays, and Thursdays
Number Meals: Total meals contracted- up to 10,400 for 150 days;
July 1, 2025- June 30, 2026

Cost per Meal: \$6.34 for meals in Fiscal Year 2025/2026 (July 1, 2025 to June 30, 2026)

1. Holding time and between meal preparation and scheduled serving time shall not exceed two (2) hours.
2. Meals shall conform to the food and nutrition standards as require by County Agreement, as amended. Such meals shall be low in salt and fat contents. Use of MSG, artificial flavoring and color is not recommended. Each serving portion shall include:
 - No less than 3 ounces of meat or protein substitute
 - No less than 1 cup of vegetables
 - No less than ½ cup of rice or other carbohydrate
 - One fruit
3. Contractor shall provide a central kitchen for the production of meals pursuant to this Agreement, and shall deliver such meals to designated location as mutually agreed upon by both parties. Contractor shall provide equipment required for the provision of services, and all equipment to transport food shall be NSF (National Sanitation Foundation) approved. Food storage facilities shall maintain a temperature of 140 degrees Fahrenheit or more for hot food and 40 degrees Fahrenheit or less for cold food. Temperatures of meals shall be checked daily and recorded before leaving the kitchen.

EXHIBIT B
COMPENSATION

Pursuant to this Agreement, the CITY agrees to compensate CONTRACTOR in accordance with the terms and conditions of this AGREEMENT. CITY shall make payment to CONTRACTOR no later than thirty (30) days upon receipt and approval of invoice by CITY for the delivery of meals to the Senior Nutrition Program.

1. Per meal cost will not exceed \$6.34 per meal for the one-year Term.
2. Payment will be made payable to:

MoonChef, LLC
405 S. Canal Street
South San Francisco, CA 94080

There shall be no reimbursable expenses under this Agreement.

EXHIBIT C
INSURANCE

CONTRACTOR, at CONTRACTOR's sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by CONTRACTOR, its agents, representatives, employees or subcontractors.

Definition:

For purposes of this contract, the following definition applies: City of Campbell includes the duly elected or appointed officers, agents, employees and volunteers of the City of Campbell, individually or collectively.

Insurance Required:

No work shall be done under this Contract unless there is in effect insurance required by the Contract and under this section, and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been so obtained and approved. The Contractor shall maintain or cause to be maintained adequate workers' compensation insurance as required under the laws of the State of California, for all labor employed by him or by any subcontractor under him who may come within the protection of such worker's compensation laws of the State of California and shall provide or cause to be provided employer's liability insurance for the benefit of his employees.

A. Minimum Scope of Insurance: (Check Mark Indicates Required)

Coverage must be *at least as broad as:*

- (X) Insurance Services Office Commercial General Liability coverage (occurrence Form CG0001).
- (X) Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
- (X) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- () Professional Liability or Errors & Omissions Liability insurance appropriate to the contractor's profession.
- () Architects' and Engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

- 1. **General Liability:** **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit.
(Including operations, products and completed operations, as applicable.)
- 2. **Automobile Liability:** **\$1,000,000** per accident for bodily injury and property damage.
- 3. **Workers' Compensation Employer's Liability:** Statutory
\$1,000,000 each accident
\$1,000,000 disease-policy limit
\$1,000,000 disease-each employee
- 4. **Professional Liability or Errors & Omissions Liability:** **\$1,000,000** each occurrence
\$1,000,000 policy aggregate

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

D. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 1. **The City of Campbell, its officers, officials, employees, and volunteers** are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85), or as a separate owner's policy.
- 2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the **Contractor's insurance and shall not contribute with it.**
- 3. The Insurance Company agrees to **waive all rights of subrogation** against the City, its elected or appointed officers, officials, agents and employees for losses paid under the

terms of any policy which arise from work performed by the Named Insured for the City. This provision also applies to the Contractor's Workers' Compensation policy.

4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after **thirty (30) days' prior written notice (10 days for non-payment)** by certified mail, return receipt requested, has been given to the City. If Contractor's insurer refuses to provide this endorsement, Contractor shall be responsible for providing written notice to the City that coverage will be canceled thirty (30) days after the date of the notice or ten (10) days for non-payment.

E. Acceptability of Insurers

Insurance is to be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best's rating of no less than A-VII. If insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best's rating of no less than A-X. Exception may be made for the State Compensation Fund when not specifically rated.

F. Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on insurance industry forms, provided those endorsements or policies conform to the contract requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

The Certificate with endorsements and notices shall be mailed to: City of Campbell, Attention: Natasha Bissell 1 W. Campbell Ave. C-31 Campbell, California, 95008.

G. Subcontractors

Contractors must include all sub-contractors as insureds under its policies or furnish separate certificates and endorsements for each sub-contractor. All coverage for sub-contractors is subject to all of the requirements included in these specifications.

Absence of Insurance:

If the Contractor allows the insurance to lapse, be cancelled, or be reduced below the limits specified in this article, the Contractor shall cause all work in the Project to cease and any delays or expenses caused due to stopping of work and change of insurance shall be considered Contractor's delay and shall not be considered to increase cost to the City or increase time in which the Project shall be completed.

Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, City may immediately terminate this Agreement.

EXHIBIT D
SPECIAL PROVISIONS

Retroactive Services

It is understood and agreed that CONTRACTOR has provided services prior to the execution of this AGREEMENT in anticipation of its execution. If CITY accepts and approves the services provided by CONTRACTOR prior to the date of this AGREEMENT, CITY agrees to compensate CONTRACTOR for those services in accordance with the terms of this AGREEMENT. However, in no event shall CONTRACTOR be compensated for work performed for CITY prior to July 1, 2025.



*City
Council
Report*

Item: 9
Category: CONSENT CALENDAR
Meeting Date: June 3, 2025

TITLE: Approval of Transportation Development Act (TDA) Article 3 Grant Application for Fiscal Year 2025/26(Resolution/Roll Call Vote)

RECOMMENDED ACTION

That the City Council adopt the attached resolution authorizing the Interim Public Works Director to submit a grant application to the Santa Clara Valley Transportation Authority (VTA) for \$52,056 in Transportation Development Act (TDA) Article 3 Guarantee Funds for the Campbell Bicycle and Pedestrian Project Fiscal Year (FY) 25/26.

BACKGROUND

On an annual basis, the Metropolitan Transportation Commission (MTC) allocates Transportation Development Act (TDA) Article 3 funds to San Francisco Bay Area cities and counties for the purpose of funding pedestrian and bicycle facility projects. TDA funds are acquired from statewide retail and gasoline/diesel fuel sales taxes. "Article 3" refers to the portion of the Act involving pedestrian and bicycle projects. TDA "guarantee" funds are apportioned to each city or county based on population. The TDA Article 3 funds are guaranteed in that the grant process is noncompetitive. Past TDA-funded projects include the recent Campbell Avenue/Railway Avenue Bike Box Project.

On June 18, 2024, the City Council adopted Resolution No. 13168 authorizing the Public Works Director to submit a TDA Article 3 grant application to the Santa Clara Valley Transportation Authority (VTA) for the Pruneyard Creek Trail Project.

DISCUSSION

Application for TDA Article 3 Guaranteed Funds for FY 2025/26

On April 24, 2025, the Campbell Bicycle and Pedestrian Advisory Committee (BPAC) reviewed and approved the Campbell Bicycle and Pedestrian Project Fiscal (FY) 25/26 to receive \$52,056 in guaranteed FY 25/26 TDA funds. This project is very similar to the Campbell Bicycle and Pedestrian Project FY 23/24 except for deleting the Camden Avenue Resurfacing Project 21-SS; adding the Pruneyard Creek Trail Project 23-LL; adding bicycle parking facilities. The FY 25/26 project would therefore include any of the following project concepts:

1. **Shared Lane Markings.** Shared pavement markings or arrows (also called "sharrows") are used to assist bicyclists with lateral positioning in a shared lane with on-street parallel parking in order to reduce the chance of a bicyclist impacting the open door of a parked vehicle. This concept would address gaps in bike lanes on arterials and streets that carry school bicycle traffic and would continue the work performed in previous fiscal years.
2. **Americans with Disabilities (ADA) Traffic Signal Improvements.** This concept would retrofit existing traffic signals to lower pedestrian pushbuttons (PPB) that are mounted too high, replace PPBs that are non-ADA-compliant, replace PPB signs that do not have the ADA symbol of a walking man, and install audible pedestrian signals where none currently exist but are requested.
3. **Bike Lanes, Green Bike Lanes, and Bike Boxes.** Bike lanes would be installed consistent with the City's General Plan and/or the VTA's Countywide Bicycle Plan.

Green bike lanes provide high visibility pavement markings at locations of high vehicular-bicycle conflicts. The City has green bike lanes on portions of Winchester Boulevard. Potential future sites such as portions of Hamilton Avenue are being considered.

Bike boxes are high-visibility green pavement markings that delineate a space on an intersection approach between the limit line for vehicles and the upstream crosswalk line. This green bike box space allows bicyclists to bypass a standing vehicular queue and position themselves safely ahead of any potential conflicts from right-turn traffic. Potential bike box locations include eastbound Hacienda Avenue at Winchester Boulevard and eastbound Campbell Avenue at Third Street. This concept would install green bike lanes and bike boxes at appropriate locations.

4. **San Tomas Aquino Road Bike Lanes.** This concept would install bike lanes between Latimer Avenue and Bucknall Road in conjunction with planned bike lanes in San Jose north of Latimer Avenue and south of Bucknall Road, respectively.
5. **Bascom Avenue and Campbell Avenue Bike Lanes.** This concept would convert the shoulders of Bascom Avenue between Hamilton Avenue and the south city limits near Apricot Avenue to bike lanes. Driveways on Bascom Avenue and Campbell Avenue adjacent to the Pruneyard Shopping Center would be candidate locations for green bike lane pavement markings. The TDA funds would supplement the \$50,000 collected from the Pruneyard Shopping Center and Offices Expansion Project for the installation of green bike lanes and the conversion of bike route shoulders to bike lanes along the Pruneyard frontage along Bascom Avenue and Campbell Avenue.

6. Hamilton Avenue Resurfacing Project. This concept would install bike lanes or sharrows, and curb ramps along Hamilton Avenue as part of the Hamilton Avenue Resurfacing Project.
7. Campbell PDA Enhancements. This concept would install bike and pedestrian improvements along Civic Center Drive, Orchard City Drive, and Campbell Avenue in the Historic Downtown.
8. Hamilton Avenue/State Route 17 Southbound Off-ramp Widening Project. This concept would widen the southbound off-ramp to replace the existing shared through-left lane with an exclusive through lane and a third exclusive left-turn lane. Only bicycle- and pedestrian-related improvements (e.g., bike signs and markings along Hamilton Avenue) would be eligible for TDA grant funds.
9. Pruneyard Creek Trail Project. The Pruneyard Creek Trail Project would add 0.13 miles of shared use path to provide a safer connection from the Los Gatos Creek Trail to destinations like the Pruneyard Shopping Center, Historic Downtown Campbell, Campbell Library, Campbell Historic Museum, and Campbell City Hall. The alignment would run parallel to and east of State Route 17. Only bicycle- and pedestrian-related improvements would be eligible for TDA grant funds.
10. Bicycle Parking Facilities. This concept would furnish and install bike parking to improve parking access for bicyclists. Examples include bike racks similar to the type installed throughout the Campbell Community Center and the Historic Downtown.

Staff would submit these project concepts as one project called the “Campbell Bicycle and Pedestrian Project FY25/26” to simplify bookkeeping of TDA funds and allow the City the flexibility to use the TDA funds for whichever project concept has the most pressing need for funding.

FISCAL IMPACT

Approval of the submittal of a grant application for \$52,056 in TDA Article 3 funds would allow the City to receive a total of \$52,056 in guaranteed TDA funds. No local match is required.

ALTERNATIVES

1. Do not authorize the submittal of a TDA grant application for \$52,056 for FY 2025/26 TDA Article 3 guaranteed funds for the Campbell Bicycle and Pedestrian Project FY25/26. This alternative is not recommended since TDA funds are a guaranteed annual allocation of funds that require no local match.

Prepared by:



Matthew Jue, Traffic Engineer

Reviewed by:



Amy Olay, Interim Public Works Director

Approved by:



Brian Loventhal, City Manager

Attachment:

- a. Resolution With Attachments
- b. Project Vicinity Map

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL
AUTHORIZING THE INTERIM PUBLIC WORKS DIRECTOR TO SUBMIT
APPLICATIONS FOR FISCAL YEAR 2025/26 TRANSPORTATION DEVELOPMENT
ACT (TDA) FUNDS FOR THE CAMPBELL BICYCLE AND PEDESTRIAN PROJECT
FISCAL YEAR (FY) 2025/26**

WHEREAS, the City of Campbell was awarded \$52,056 in TDA Article 3 guaranteed funds for Fiscal Year (FY) 2025/26; and

WHEREAS, staff recommends submitting a TDA Article 3 grant application for \$52,056 for FY 2025/26 TDA Article 3 guaranteed funds for the Campbell Bicycle and Pedestrian Project FY25/26; and

WHEREAS, on April 24, 2025, members of the Campbell Bicycle and Pedestrian Advisory Committee reviewed and voted to recommend the Campbell Bicycle and Pedestrian Project FY25/26 for approval; and

WHEREAS, the ability to obtain funding approval requires City Council endorsement of the project; and

WHEREAS, the Metropolitan Transportation Commission (MTC) requires the City of Campbell to use language from MTC's Model Governing Body Resolution in this resolution to obtain MTC's funding approval; and

WHEREAS, MTC requires an Attachment A, "Findings", and an Attachment B, "Project Application"; and

WHEREAS, Article 3 of the Transportation Development Act (TDA), Public Utilities Code (PUC) Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists; and

WHEREAS, the Metropolitan Transportation Commission (MTC), as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No. 4108, Revised, entitled "Transportation Development Act, Article 3, Pedestrian/Bicycle Projects," which delineates procedures and criteria for submission of requests for the allocation of "TDA Article 3" funding; and

WHEREAS, MTC Resolution No. 4108, Revised requires that requests for the allocation of TDA Article 3 funding be submitted as part of a single, countywide coordinated claim from each county in the San Francisco Bay region; and

WHEREAS, the City of Campbell desires to submit a request to MTC for the allocation of TDA Article 3 funds to support the projects described in Attachment B to this resolution, which are for the exclusive benefit and/or use of pedestrians and/or bicyclists.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Campbell that the Interim Public Works Director is hereby authorized to submit a TDA grant application for Fiscal Year 2025/26 to the Valley Transportation Authority to obtain \$52,056 in TDA guaranteed funds for the Campbell Bicycle and Pedestrian Project FY25/26 (Project); and

BE IT FURTHER RESOLVED that the City of Campbell declares it is eligible to request an allocation of TDA Article 3 funds pursuant to Section 99234 of the Public Utilities Code; and

BE IT FURTHER RESOLVED that there is no pending or threatened litigation that might adversely affect the project or projects described in Attachment B to this resolution, or that might impair the ability of the City of Campbell to carry out the Project; and

BE IT FURTHER RESOLVED that on April 24, 2025, the Bicycle and Pedestrian Advisory Committee (BPAC) of the City of Campbell reviewed and recommended for approval the Project; and

BE IT FURTHER RESOLVED that the City of Campbell attests to the accuracy of and approves the statements in Attachment A to this resolution; and

BE IT FURTHER RESOLVED that a certified copy of this resolution and its attachments, and any accompanying supporting materials shall be forwarded to the Santa Clara County Congestion Management Agency for submission to MTC as part of the countywide coordinated TDA Article 3 claim.

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

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS
ABSENT: COUNCILMEMBERS:

APPROVED:

Attest:

Sergio Lopez, Mayor

Andrea Sanders, City Clerk

Attachment: Resolution With Attachments (TDA Grant Application)

Attachment A

Re: Request to the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2025/26 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding

Findings

Page 1 of 1

1. That the City of Campbell is not legally impeded from submitting a request to the Metropolitan Transportation Commission for the allocation of Transportation Development Act (TDA) Article 3 funds, nor is the City of Campbell legally impeded from undertaking the project(s) described in "Attachment B" of this resolution.
2. That the City of Campbell has committed adequate staffing resources to complete the project(s) described in Attachment B.
3. A review of the project(s) described in Attachment B has resulted in the consideration of all pertinent matters, including those related to environmental and right-of-way permits and clearances, attendant to the successful completion of the project(s).
4. Issues attendant to securing environmental and right-of-way permits and clearances for the projects described in Attachment B have been reviewed and will be concluded in a manner and on a schedule that will not jeopardize the deadline for the use of the TDA funds being requested.
5. That the project(s) described in Attachment B comply with the requirements of the California Environmental Quality Act (CEQA, Public Resources Code Sections 21000 et seq.).
6. That as portrayed in the budgetary description(s) of the project(s) in Attachment B, the sources of funding other than TDA are assured and adequate for completion of the project(s).
7. That the project(s) described in Attachment B are for capital construction and/or final design and engineering or quick build project; and/or for the maintenance of a Class I bikeway which is closed to motorized traffic and/or Class IV separated bikeway; and/or for the purposes of restriping Class II bicycle lanes; and/or for the development or support of a bicycle safety education program; and/or for the development of a comprehensive bicycle and/or pedestrian facilities plan, and an allocation of TDA Article 3 funding for such a plan has not been received by the City of Campbell within the prior five fiscal years.
8. That the project(s) described in Attachment B which are bicycle projects have been included in a detailed bicycle circulation element included in an adopted general plan, or included in an adopted comprehensive bikeway plan (such as outlined in Section 2377 of the California Bikeways Act, Streets and Highways Code section 2370 et seq.) or responds to an immediate community need, such as a quick-build project.
9. That any project described in Attachment B bicycle project meets the mandatory minimum safety design criteria published in the California Highway Design Manual or is in a National

Association of City and Transportation Officials (NACTO) guidance or similar best practices document.

10. That the project(s) described in Attachment B will be completed in the allocated time (fiscal year of allocation plus two additional fiscal years).
11. That the City of Campbell agrees to maintain, or provide for the maintenance of, the project(s) and facilities described in Attachment B, for the benefit of and use by the public.

Attachment B

TDA Article 3 Project Application Form

1. Agency	City of Campbell		
2. Primary Contact	Matthew Jue		
3. Mailing Address	70 North First Street, Campbell, CA 95008		
4. Email Address	matthewj@campbellca.gov	5. Phone Number	408-866-2154
6. Secondary Contact (in the event primary is not available)	Amy Olay		
7. Mailing address (if different) N/A <input type="checkbox"/>			
8. Email Address	amyo@campbellca.gov	9. Phone Number	408-866-2159
10. Send allocation instructions to (if different from above):			
11. Project Title	Campbell Bicycle and Pedestrian Project FY 25/26		
12. Amount requested	\$52,056.00	13. Fiscal Year of Claim	2025/26

14. Description of Overall Project:

Design and construct citywide shared lane markings; ADA traffic signal improvements; bike lanes, green bike lanes, and bike boxes; bike lanes on San Tomas Aquino Road; bike lanes on Bascom Avenue and Campbell Avenue; Hamilton Avenue Resurfacing Project 23-BB (includes sharrows, bike lanes, signs, curb ramps); Campbell PDA Enhancements Project 22-NN (includes bicycle and pedestrian improvements along Civic Center Drive, Orchard City Drive, and Campbell Avenue in Historic Downtown; Pruneyard Creek Trail Project (bike- and pedestrian-related components); bike parking. Design Hamilton Avenue/State Route 17 Southbound Off-ramp Widening Project 24-CC (bike- and pedestrian-related components).

15. Project Scope Proposed for Funding: (Project level environmental, preliminary planning, and ROW are ineligible uses of TDA funds.)

PS&E, CON for all above project concepts except only PS&E for Hamilton Avenue/State Route 17 Southbound Off-ramp Widening Project 24-CC

16. Project Location: A map of the project location is attached or a link to a online

See attached Project Vicinity Map

map of the project location is provided below:

Attachment: Resolution With Attachments (TDA Grant Application)

Project Relation to Regional Policies (for information only)

17. Is the project in an [Equity Priority Community](#)? **Some parts (Hamilton Avenue Resurfacing Project 23-BB)**

Yes No

18. Is this project in a [Priority Development Area](#) or a [Transit-Oriented Community](#)? **Some parts (Campbell PDA Enhancements Project 22-NN)**

Yes No

19. Project Budget and Schedule

Project Phase	TDA 3	Other Funds	Total Cost	Estimated Completion (month/year)
Bike/Ped Plan				
ENV				
PA&ED				
PS&E	7,056		7,056	June/2028
ROW				
CON	45,000		45,000	June/2028
Total Cost	52,056		52,056	

Project Eligibility

A. Has the project been reviewed by the Bicycle and Pedestrian Advisory Committee?

Yes No

If "YES," identify the date and provide a copy or link to the agenda.

If "NO," provide an explanation). **BPAC reviewed on April 24, 2025**

B. Has the project been approved by the claimant's governing body?

Yes No

If "NO," provide expected date: June 3, 2025

C. Has this project previously received TDA Article 3 funding?

Yes No

(If "YES," provide an explanation on a separate page)

D. For "bikeways," does the project meet Caltrans minimum safety design criteria

Yes No

pursuant to [Chapter 1000 of the California Highway Design Manual](#)?

Attachment: Resolution With Attachments (TDA Grant Application)

- E. 1. Is the project categorically exempt from CEQA, pursuant to CCR Section 15301(c),
 Yes No

Existing Facility? **See E.2 below as well.**

2. If "NO" above, is the project is exempt from CEQA for another reason?

Yes No

Cite the basis for the exemption. **Some concepts are exempt for CCR Sections 15304, Minor Alteration, and 15303, New Construction of Minor Structures.**

N/A

If the project is not exempt, please check "NO," and provide environmental documentation, as appropriate.

- F. Estimated Completion Date of project (month and year):

June 2028

- G. Have provisions been made by the claimant to maintain the project or facility, or has
 Yes No

the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility, please identify below and provide the agreement.

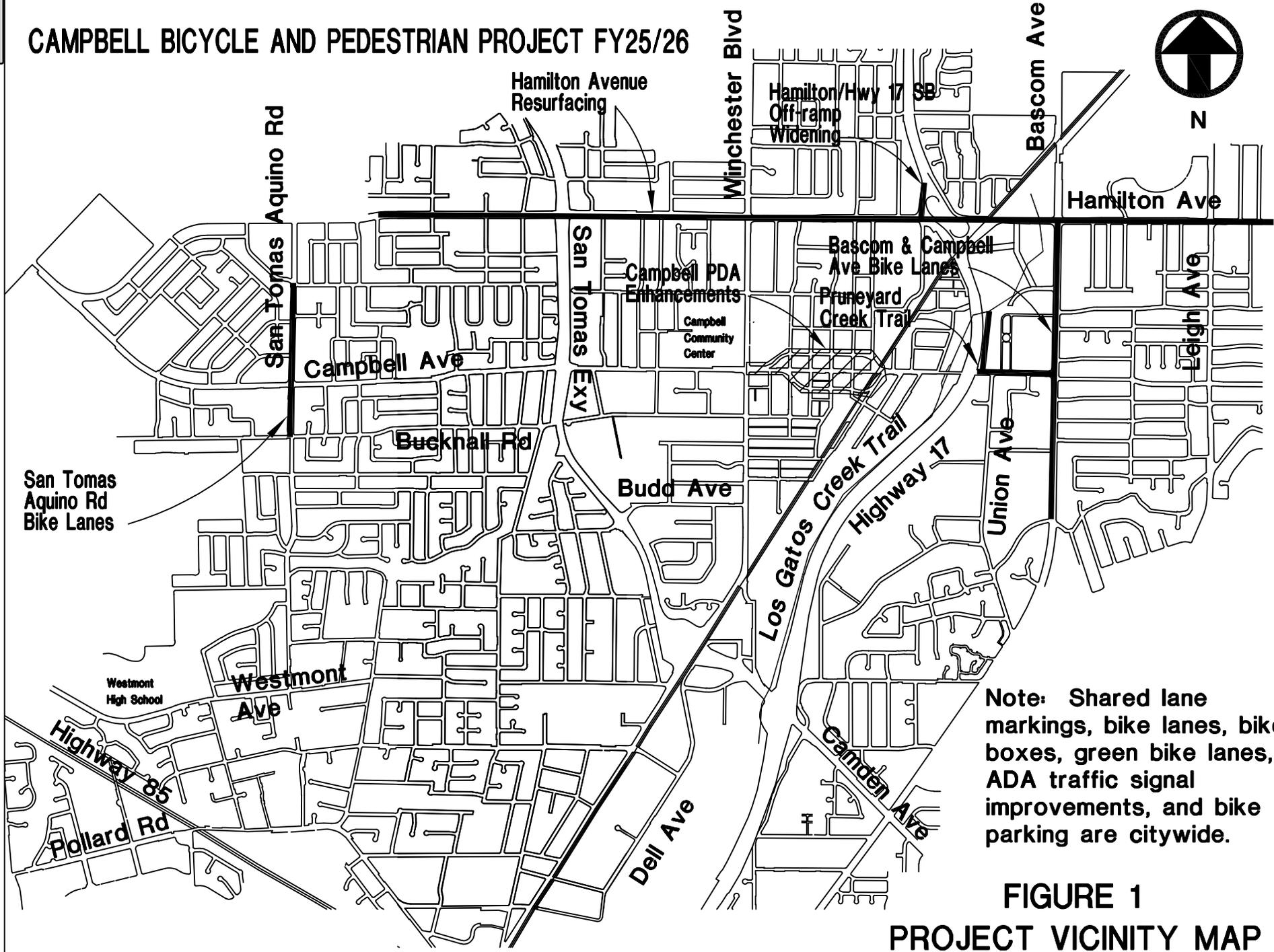
- H. Is a Complete Streets Checklist required for this project ?

Yes No

If the amount requested is over \$250,000 or if the total project phase or construction phase is over \$250,000, a Complete Streets checklist is likely required. Please attach the Complete Streets checklist or record of review, as applicable. More information and the form may be found here:

<https://mtc.ca.gov/planning/transportation/complete-streets>

CAMPBELL BICYCLE AND PEDESTRIAN PROJECT FY25/26



Note: Shared lane markings, bike lanes, bike boxes, green bike lanes, ADA traffic signal improvements, and bike parking are citywide.

FIGURE 1
PROJECT VICINITY MAP



*City
Council
Report*

Item: 10
Category: CONSENT CALENDAR
Meeting Date: June 3, 2025

TITLE: Preliminary Approval of Engineer's Report and Adoption of Resolution of Intention, Lighting and Landscaping District LLA-1, Fiscal Year (FY) 2025-26 and Set Time and Place for Public Hearing (Resolution/Roll Call Vote)

RECOMMENDED ACTION

That the City Council adopt a resolution preliminarily approving the Engineer's Report for the annual levy and collection of assessments for City of Campbell Lighting District LLA-1 for Fiscal Year 2025-26; and adopt a resolution declaring Council's intention to levy and collect assessments within the City of Campbell Lighting District LLA-1 for (FY) 2025-26 and setting forth the time and place for a required Public Hearing.

BACKGROUND

On April 1, 2025, pursuant to City Council Resolution No. 5831 approving the formation of the city-wide City of Campbell Lighting District LLA-1 (LLA-1) and the Landscaping and Lighting Act of 1972 (LLA), the City Council adopted Resolution No. 13272 directing staff to prepare a preliminary Engineer's Report and initiate proceedings in support of levying assessments on properties within the LLA-1 for Fiscal Year (FY) 2025-26, as more fully described in the April 1, 2025, City Staff Report. The purpose of the LLA-1 is to help the City of Campbell (City) fund the installation, operation, and maintenance of a range of public improvements within the district, including public lighting, traffic signals, street and median landscaping, parks and recreational improvements, curbs, gutters, sidewalks, and irrigation systems and associated drainage improvements.

DISCUSSION

The Engineer's Report for FY 2025-26 has been prepared and filed with the City Clerk's Office, and is available for viewing by the public. The report includes a diagram showing the exterior boundaries of the Assessment District, and the lines and dimensions of each parcel of land within the District is referenced to that parcel as shown on the County Assessor's map for FY 2025-26; each of which parcels are identified by a distinctive number on said County Assessor map. The report contains a proposed assessment roll consisting of the total amount of the estimated costs and expenses of proposed improvements (which there are none) in accordance with Section 22569 of the California Streets and Highways Code, 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 and/or servicing, and of the incidental expenses as provided in the Rules for Spreading Assessments, Exhibit A of the attached Resolution for the Preliminary Approval of the Engineer's Report for LLA-1, except that such assessments are not imposed upon a Federal, State, or local agency or upon a public utility or other special government district. The Engineer's Report also includes a list of improvements as shown in the Description of Work, Exhibit A, of the attached Resolution of Intention to Levy and Collect Assessments for LLA-1. No new improvements are proposed within LLA-1 for FY 2025-26.

The Engineer's Report anticipates total expenditures for needed installation, operation, and maintenance activities in FY 2025-26 to amount to approximately \$4.66 million. These anticipated expenditures are incorporated into the FY 2025-26 Proposed Budget and 2026 to 2030 Proposed Capital Improvement Plan (CIP).

Based on the LLA-1 assessment formula, the level of special assessments is only anticipated to total approximately \$1,210,000 in FY 2025-26. To make up the difference to cover the needed maintenance, signal and lighting activities required, a combined contribution of approximately \$3.45 million will be derived from other revenue sources including the General Fund, Construction Tax, and Gas Tax in FY 2025-26.

To support the levying and collection of assessments in the district in the amount of \$1,210,000, City staff proposes the City Council approve the Engineer's Report for the annual LLA-1 assessment and declare its intention to levy and collect the annual LLA-1 assessment, and direct City staff action as follows:

- | | |
|----------------|---|
| June 3, 2025 | City Council grants preliminary approval of Engineer's Report and adopts Resolution of Intention. Time and place for the Public Hearing are set. |
| June 11, 2025 | Resolution of Intention published in a local newspaper of general circulation. |
| June 18, 2025 | Resolution of Intention published in a local newspaper of general circulation. |
| July 1, 2025 | Public Hearing is held at the regular City Council Meeting. The City Council considers adoption of a Resolution Overruling Protests, if any, ordering the improvements and confirming the diagram and assessments for FY 2025-26. |
| August 1, 2025 | Diagram and assessment filed with County Auditor no later than August 1, 2025. |

To proceed with the assessment process for FY 2025-26, it is also necessary for the City Council to conduct a Public Hearing on the levy of the proposed assessment at the

regular City Council meeting on July 1, 2025. Notices will be published notifying Campbell residents of the upcoming Public Hearing.

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 \$1.21 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-1 revenue or direct staff to reduce or suspend services historically funded by LLA-1 revenue.

Prepared by:



Roger Storz, Senior Civil Engineer

Reviewed by:



Amy Olay, Interim Public Works Director

Approved by:



Brian Loventhal, City Manager

Attachment:

- a. FY 25-26 LLA Resolution of Approval
- b. FY 25-26 LLA Resolution of Intention

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL
PRELIMINARILY APPROVING THE ENGINEER'S REPORT FOR THE ANNUAL
LEVY AND COLLECTION OF ASSESSMENTS FOR
CITY OF CAMPBELL LIGHTING DISTRICT
LLA-1 FOR FISCAL YEAR 2025-26**

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

1. On April 1, 2025, the City Council adopted Resolution No. 13272, 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 (FY) 2025-26;

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 FY 2025-26; 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 A 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 _____ of _____, 2025, by the following vote of the members thereof:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

APPROVED:

Sergio Lopez, Mayor

ATTEST:

Andrea Sanders, City Clerk

Attachment: FY 25-26 LLA Resolution of Approval (Lighting and Landscaping District LLA-1)

EXHIBIT A

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 2025-26**

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 2025-26, 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 2025-26, 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 1, 2025 at 7:00 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 _____ day of _____, 2025, by the following vote of the members thereof:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

APPROVED:

Sergio Lopez, Mayor

ATTEST:

Andrea Sanders, City Clerk

Attachment: FY 25-26 LLA Resolution of Intention (Lighting and Landscaping District LLA-1)

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
Meeting Date: June 3, 2025

**TITLE: Excess Workers' Compensation Coverage Contract Extension
(Resolution/Roll Call Vote)**

RECOMMENDED ACTION

That the City Council adopt a resolution approving an extension of its current agreement with Midwest Employers' Casualty Company to provide excess worker's compensation liability coverage for Fiscal Year 2026 for the estimated annual premium amount of \$131,198 and authorizing the City Manager to execute any necessary documents or amendment related to the extension.

BACKGROUND

The City of Campbell (City) faces a range of risks that could result in severe or catastrophic financial losses. To mitigate these risks, the City relies on professional insurance brokerage services provided by Leavitt Pacific Insurance Brokers, Inc. (Leavitt Pacific). Leavitt Pacific helps the City secure various commercial insurance policies on its behalf. In turn, these policies can help protect the City from potential claims, including workers' compensation claims.

While the City self-insures its workers' compensation coverage, it also annually procures additional lines of insurance coverage to minimize the impact of these types of claims. Currently, that type of coverage, known as Excess Workers Compensation Coverage, is provided under a one-year contract by Midwest Employers Casualty Company (Midwest) that expires on June 30, 2025. Specifically, the City pays a policy rate of \$131,198 for a Self-Insured Retention (SIR) of \$1,000,000 per accident for police personnel, \$1,000,000 for all other employees, and a Limit of Liability set at \$25,000,000.

DISCUSSION

Recently, Leavitt Pacific contacted the City and advised that for Fiscal Year (FY) 2026, Midwest is offering to extend its current program with the City at an estimated rate that is the same policy rate that the City is currently paying - \$131,198. This extension would include the same Self-Insured Retention (SIR) of \$1,000,000 per accident for police personnel, \$1,000,000 for all other employees, and a Limit of Liability set at \$25,000,000. See **Attachment B**.

After thoroughly assessing the City's current program with Midwest, taking into account potential losses, coverage details, self-insured retentions, deductibles, premiums, and policy limits, staff agrees that the City should proceed with the program extension offered by Midwest. The City would be able to lock in a rate estimated at the current policy rate for an additional twelve (12) months and avoid any significant increases in a market that is experiencing policy rate increases averaging between 5-9%. (Last year, the City's policy rate increased by approximately 4%.) In addition, by extending the current program, the City would avoid the time involved in supplying information or seeking quotes from other potential providers.

It should be noted that this estimate for insurance premiums, self-insured retentions, and deductibles may change as some quotes are not finalized until the City Council formally authorizes the binding of these rates through Leavitt Pacific. As such, staff recommends that the City Council adopt the attached resolution (**Attachment A**) approving the extension of the program and authorizing the City Manager to execute any necessary documents or amendment to the current agreement with Midwest to provide excess worker's compensation liability coverage for FY 2026 for the estimated annual premium amount of \$131,198.

FISCAL IMPACT

The quote provided has a one-year premium of \$131,198 with an SIR of \$1,000,000 and a \$25,000,000 Limit of Liability. This is the equivalent to the existing coverage the City currently has in place. The annual premium shown has been fully programmed into the Proposed Fiscal Year 2026 Operating Budget (Worker's Compensation Fund 690) and there are sufficient fund balances to support this expenditure.

ALTERNATIVES

1. Do not approve staff's recommendation. This option is not recommended as failure to purchase insurance policies to protect the City in case of catastrophic losses would place the City at risk for financial hardship.
2. Request additional quotes for coverage.

Prepared by:



Angelique Gaeta, Assistant City Manager

Approved by:



Brian Loventhal, City Manager

Attachment:

- a. Resolution - Excess Workers' Comp
- b. 25-26 XS WC Extension Proposal_Campbell

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL APPROVING AN EXTENSION OF AN AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS WITH MIDWEST EMPLOYERS' CASUALTY COMPANY TO PROVIDE EXCESS WORKERS' COMPENSATION LIABILITY COVERAGE FOR FISCAL YEAR 2025-2026

WHEREAS, the City of Campbell (City) currently contracts with Midwest Employers Casualty Company (Midwest Employers) for Excess Workers' Compensation Insurance Coverage; and

WHEREAS, the City received an offer from Midwest Employers to extend its current contract with Midwest Employers for the term of July 1, 2025, to June 30, 2026, for an estimated premium amount of \$131,198, the same amount the City paid to Midwest Employers for the same coverage from July 1, 2024 to June 30, 2025; and

WHEREAS, the City has taken into consideration the current market and the fact that insurance rates are seeing an average increase of between 5-9%;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Campbell does hereby approve an extension of its current agreement with Midwest Employers and authorizes the City Manager to execute any necessary documents and amendment with Midwest Employers to provide the City with Excess Workers' Compensation Insurance Coverage for one-year, effective July 1, 2025, through June 30, 2026, for an estimated premium of \$131,198.

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

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

APPROVED:

Sergio Lopez, Mayor

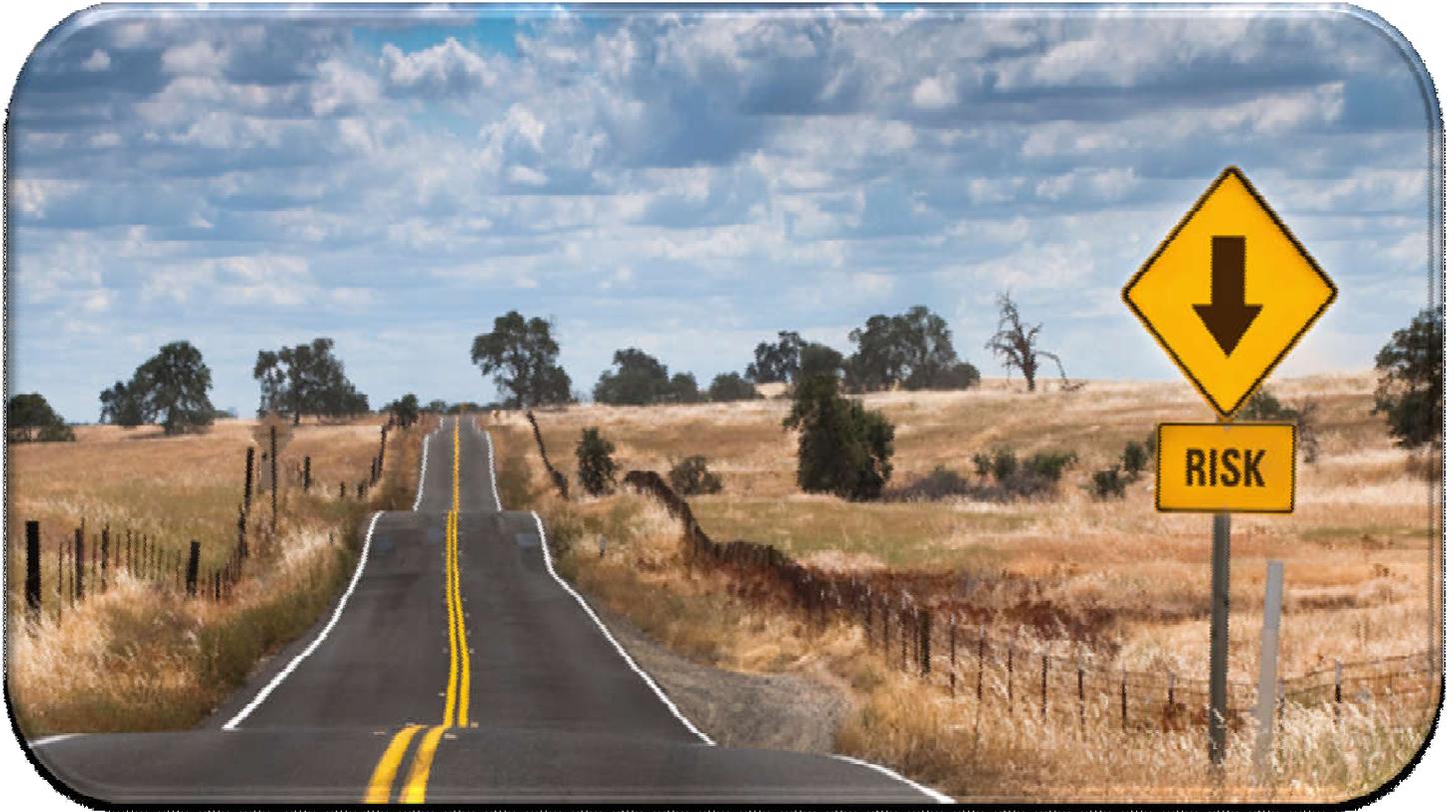
ATTEST:

Andrea Sanders, City Clerk

Attachment: Resolution - Excess Workers' Comp (Excess Workers' Compensation Coverage Contract Extension)



Leavitt Group



Business Insurance Consulting
and Brokerage Services

City of Campbell

July 1, 2025 to July 1, 2026

Presented by: Tammie Stamp
CA License #0 D22397
Leavitt – Pacific Insurance Brokers
CA License #0D79674
A member of the Leavitt Group

Attachment: 25-26 XS WC Extension Proposal_Campbell (Excess Workers' Compensation Coverage Contract Extension)

Indemnity Coverage Provided:

Specific Excess Workers' Compensation and Employers Liability Indemnity

Insurance Company: Midwest Employers Casualty Co. – A.M. Best: A++ XV
Policy Period: 7/1/25 to 7/1/26

Limit of Liability	Employer's Liability Sub-Limit	Self-Insured Retention	Annual Deposit and Minimum	Rate per \$100 of Payroll
\$25,000,000	\$1,000,000	\$1,000,000	\$131,198 \$118,078	0.4808

Terms and Conditions

- 1) The premium is based on an estimated annual remuneration of \$27,287,413.
- 2) State of operations: California
- 3) Midwest Employers Casualty Co. quotes are subject to their policy form and the following endorsements: CMB-11 Amendment to Schedule Item 11, CMB-160 Foreign, CMB-199-CA Policyholder Disclosure Notice of Terrorism Insurance, ISI-254-EXC Aircraft Exclusion, ISI-260 Authorized Volunteers, ISI-261 Voluntary Compensation, ISI-266 Endemic Disease and Repatriation. ISI-CA (02-21) California Mandatory Endorsement CMB-6-CLS Amendment to Schedule Item 6 (applies to split retention quote).

In order to bind coverage, we will need a written request by 6/15/25.

Total Premium due for the 2025 to 2026 policy term: \$131,198.

Attachment: 25-26 XS WC Extension Proposal_Campbell (Excess Workers' Compensation Coverage Contract Extension)



*City
Council
Report*

Item: *12
Category: CONSENT CALENDAR
Meeting Date: June 3, 2025

TITLE: Ordinance 2330 Adopting FY 2026 Business License Tax Rates (Ordinance/Roll Call Vote)

RECOMMENDED ACTION

That the City Council take second reading to adopt Ordinance 2330 amending provisions of the Campbell Municipal Code to revise the business license tax rates, effective in Fiscal Year (FY) 2026.

BACKGROUND

As part of Measure M, approved by the voters in November 2010, Campbell Municipal Code (CMC) Section 5.01.170 (Business Licenses and Regulations) was amended by Ordinance 2132 to provide that the City Council may, by ordinance, increase the amount of any tax set forth in this title by no more than two percent (2%) per year to account for inflation. For reference, business license tax rates were last increased by 2% in Fiscal Year (FY) 2024 and 2025. Due to negative economic impacts to the business community caused by the COVID-19 pandemic, Council chose to keep rates unchanged for FY 2021, 2022, and 2023.

DISCUSSION

At the regular meeting of April 15, 2025, the City Council held a public hearing to consider an ordinance amending provisions of the Campbell Municipal Code to revise the business license tax rates, effective in Fiscal Year (FY) 2026. Pursuant to Government Code section 54954.6 the public hearing notice was published on April 2, 9, 16, and May 28, 2025. The item was approved by unanimous vote and the City Council took first reading of Ordinance 2330. Following second reading and adoption, the full version of Ordinance 2330 will be published in the Metro Silicon Valley, a newspaper of general circulation for the City of Campbell, County of Santa Clara on June 11, 2025. Ordinance 2330 will become effective 30 days following the second reading approval.

FISCAL IMPACT

Nominal publication costs are associated with approving the Ordinance second reading to meet the requirement of Gov. Code 36933, but can be absorbed within the current FY

2025 Operating Budget. Costs for codification of the Ordinance in the Campbell Municipal Code are also included in the current budget by way of purchase order. Other fiscal impacts are included in the staff report introducing the Ordinance on April 15, 2025.

Prepared by: 
Andrea Sanders, City Clerk

Approved by: 
Brian Loventhal, City Manager

Attachment:

- a. Ordinance 2330 - FY26 Business License Rates

ORDINANCE NO. 2330**BEING AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF CAMPBELL AMENDING PROVISIONS OF THE CAMPBELL MUNICIPAL
CODE TO REVISE BUSINESS LICENSE TAX RATES**

WHEREAS, pursuant to section 5.01.170 of the Campbell Municipal Code, as approved by the voters as part of Measure M, the City Council may by ordinance increase the amount of any tax set forth in this title by no more than two percent per year to account for inflation.

The City Council of the City of Campbell does ordain as follows:

SECTION ONE: Section 5.04.010 of the Campbell Municipal Code is amended to read as follows:

5.04.010 - Designated.

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

Commercial:		
(Schedule I)	1 to 5 employees	\$131.00
	6 to 15 employees	\$210.00
	16 to 50 employees	\$302.00
	51+ employees	\$606.00
Industrial and manufacturing:		
(Schedule II)	1 to 5 employees	\$131.00
	6 to 50 employees	\$210.00
	51+ employees	\$363.00
Professional:		
(Schedule III)	1 to 3 employees	\$131.00
	4 to 10 employees	\$242.00
	11 to 50 employees	\$424.00
	51+ employees	\$606.00
Hotels:	\$177.00 per year plus \$3.00/room	
Live commercial entertainment:		\$363.00
Marijuana Businesses:	7% of gross receipts per Chapter 5.12	
Massage Establishment:	1 to 3 employees	\$131.00
	4 or more employees	\$242.00
Massage Therapist:		\$131.00

Mobile home parks and trailer courts:	\$242.00 per year plus \$2/unit
Out-of-town business:	\$105.00
Rental or income producing residences located on single or contiguous parcels of land:	\$70.00 per year for the first unit plus \$3.00 for each additional unit.
(Owners occupying one unit of a 3 or more unit building are entitled to a \$3.00 exemption if said owner files an affidavit with the City claiming the exemption.)	
Taxicab or limousine service:	\$131.00 per year plus \$21.00 per vehicle
Theaters:	\$484.00
Tow Services:	\$60.00
Solicitors:	\$363.00 per year

SECTION TWO: Section 5.08.010 of the Campbell Municipal Code is hereby amended to read:

5.08.010 - Activities designated—Fees.

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

- (1) Fire and/or bankruptcy and/or wreck sale, first day \$53.00
Each additional day, per day \$26.00
- (2) Grinding and/or sharpening knives, scissors, cutlery, lawn mowers, etc., when the person conducting such business travels from place to place by vehicle or on foot, per year\$26.00
- (3) Itinerant medicine vendor, street vendor, temporary vendor and/or peddler, per day \$31.00
- (4) Pawnbroker, per year \$356.00
- (5) Dancehall, public dances, per year \$106.00

SECTION FOUR: This Ordinance shall become effective July 1, 2025, following its passage and adoption and shall be published once within fifteen (15) days upon passage and adoption in the City’s designated newspaper of general circulation.

Attachment: Ordinance 2330 - FY26 Business License Rates (Ordinance 2330 - FY 2026 Business License)

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Sergio Lopez, Mayor

ATTEST:

Andrea Sanders, City Clerk

Attachment: Ordinance 2330 - FY26 Business License Rates (Ordinance 2330 - FY 2026 Business License)



*City
Council
Report*

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

TITLE: Downtown Special Event Permit - DCBA Campbell Classic Car Show (Resolution/Roll Call to Vote)

RECOMMENDED ACTION

That the City Council adopt a Resolution approving (1) the issuance of a Downtown Special Event Permit (Permit) for the Downtown Campbell Business Association (DCBA)'s Campbell Classic Car Show (Car Show) 2025, subject to the findings and conditions of approval as described in the Resolution; and (2) the issuance of a Permit for the DCBA's Car Show in 2026 and 2027, subject to the DCBA's compliance with all applicable City policies and procedures and subject to the approval of the City Manager and Chief of Police.

BACKGROUND

Request For Downtown Special Event Permit

On March 18, 2025, the Downtown Campbell Business Association (DCBA) submitted an application for a Downtown Special Event Permit (Permit) to hold its third annual Historic Downtown Campbell Car Show (Car Show). The event is described as a family-oriented event to be held on June 7, 2025 from 9:00 a.m. to 3:30 p.m. with approximately 300 classic cars competing in a variety of car competition categories, including "Best in Show." The event is further described as a fundraising event, open to the public and free of charge, and intended to draw approximately 3,500 people into Downtown Campbell to admire classic cars, listen to live music, participate in a raffle for a variety of prizes, enjoy all the restaurants and retail Downtown Campbell has to offer, and observe car judging of the various classic cars competing.

The DCBA is seeking authority to hold the event and display classic cars in the following footprint in Downtown Campbell: along Campbell Avenue between Railway Avenue and Third Street, and along the cross streets (Central Avenue, First Street, and Second Street) between Civic Center Drive and Orchard City Drive. The closure of these streets would begin at 10:00 p.m. on Friday, June 6, 2025, and end by 4:00 p.m. on Saturday June 7, 2025. In addition, the DCBA is requesting authorization to use three public parking lots: one on the northside of Orchard City Drive, at First Street; one at 21 N. Harrison Avenue (Ainsley lot); and the lot at the Campbell Community Center, for staging vehicles before they are driven into Downtown Campbell for display.

Request for Downtown Special Event Fee Waiver

The cost of a Permit for DCBA is intended to capture the City's cost of supporting this type of event in the public right of way of Downtown Campbell. That cost is currently estimated at approximately \$16,500. This amount includes Permit application review and processing fees (including staff time to meet with the DCBA before and after the event to ensure proper set up, take down, safety and security, and clean up), as well as the cost for Public Works personnel to prepare the public right of way for the event, and (because public streets will be closed for the event and alcoholic beverages will be sold) the cost for Police Department sworn personnel to staff the event.

The DCBA has requested the City Manager approve a cap of \$9,800 on any Permit fees charged to the DCBA. This request is not consistent with the Downtown Special Event Fee Waiver Policy (Fee Waiver Policy), as explained below.

DISCUSSION

Downtown Special Event Permit

The Downtown Special Event Policy (Permit Policy) provides, in relevant part:

“It is the intent of the City to allow a limited number of outdoor public events for the general economic benefit of the City's business community, cultural enrichment and/or promotion of the City. This policy provides a process for permitting special civic, cultural, and fundraising events using public property including streets, sidewalks, City owned property or other public rights-of-way.”

In addition, general guidelines noted in the Permit Policy provide:

- The event must contribute to the economic enhancement, cultural enrichment and/or promotion of the City.
- The event must not severely disrupt normal business and residential traffic patterns.
- The proposed site must be suitable for the event, with consideration given to adequate space, traffic flow, parking, electricity, health and safety requirements, and impact on the site.
- The Organizer must pay for all City services as required by City Council Policy.
- Alcohol sales will be by permit only.

The Car Show has successfully taken place in Campbell for the past two years and has become known as an event to see! With its offerings of classic cars, and a variety of food and retail, it provides cultural enrichment, promotes the City, and enhances the City's economy. Additionally, through its work with City staff, the DCBA has been able to ensure that the event is held in a suitable location; does not severely disrupt normal business or residential traffic; operates in a manner that avoids health and safety hazards; and includes sufficient Police Department sworn personnel to provide proper

traffic control and security, and to ensure the orderly conduct of organizers and visitors alike. Moreover, the Car Show is becoming a highly popular event for the City. For these reasons, staff recommends the City Council approve the DCBA's request for a Permit to utilize the parking lots previously identified and to hold the Car Show in the public right of way of Downtown Campbell on Saturday, June 7, 2025. To that end, staff further recommends the following additional conditions be included in the Permit.

1. All vehicles participating in the event shall leave the event footprint by 3:30 p.m. and shall not return until the streets are re-opened for regular use.
2. No outside vendors are allowed at the event.
3. The DCBA shall staff no less than 18 volunteers wearing easily identifiable matching shirts to help control, direct, and monitor the event.
4. The DCBA shall cover City trash receptacles and provide their own receptacles, or the DCBA shall empty the City trash receptacles on either side of Campbell Avenue during and following the event.
5. During and following the event, the DCBA shall ensure sidewalks and other public spaces are clean and free of debris generated by the event and its attendees.
6. During the event, DCBA businesses who obtain an ABC alcohol permit are limited to engage in the off-sale of beer and wine to patrons of the Car Show from 11:30 a.m. to 2:30 p.m. in easily identifiable plastic logo cups approved by the Campbell Police Department.
7. At 2:30 p.m. on June 7, the DCBA businesses engaged in the off-sale of beer and wine to patrons of the Car Show shall cease all sales of all alcoholic beverages for a period of one hour, from 2:30 p.m. to 3:30 p.m.

Downtown Special Event Fee Waiver

The City's Fee Waiver Policy allows the City Manager to waive 30% of the permit application processing fees and 30% of staffing fees related to the issuance of a Permit, if:

- The organizer has submitted a complete Permit application.
- The organizer has submitted a letter requesting a waiver of fees and describing the organization's financial need.
- The organizer is a non-profit organization.
- The event is open to the public and is free of charge.
- The event provides a benefit to Campbell and the community.
- The organizer has no outstanding debts payable to the City of Campbell.

The DCBA has submitted the required documentation to the City Manager confirming its non-profit status, that the Car Show is open to the public and free of charge, and that the Car Show is a benefit to Campbell and the community. Lastly, the DCBA has no outstanding debts owed to the City.

Based on the above, the City Manager has determined that the DCBA has met all the requirements to support a waiver of 30% of the Permit fees. As the total City cost for this year's Car Show is estimated at \$16,500, a fee waiver of 30% would result in a Permit fee discount to the DCBA of approximately \$4,950, leaving a balance owed for the Permit of \$11,550. The Fee Waiver Policy does not contemplate a fee waiver in excess of 30% of the total Permit fees.

Multi-Year Permit & Fee Waiver

As indicated earlier, the DCBA has successfully held the Car Show in Downtown Campbell for the past two years. During this time, the Car Show has used a similar, if not the same footprint, and has offered the same activities, event hours, and security. In addition, during this time, staff from the City Manager's Office, the Police Department, Public Works, County Fire, and the local Alcoholic Beverage Control office have met with the DCBA to discuss the proposed event activities. Once these meetings have occurred to the satisfaction of all City departments, staff has historically prepared the requests for a Permit for City Council review.

To save the DCBA and the City staff time, staff is recommending the City Council approve the Permit for the Car Show for 2025 and approve the issuance of a separate Permit for 2026, and a separate Permit for 2027, with both being subject to the DCBA's annual compliance with all applicable City policies and procedures and subject to the annual review and approval from the City Manager and the Chief of Police. With regard to any related fee waiver request, under the terms of the recently revised Fee Waiver Policy, said request would be reviewed and, if appropriate, approved by the City Manager.

FISCAL IMPACT

The total City cost for this event is estimated at approximately \$16,500; therefore, a 30% waiver of fees results in a loss to the City of approximately \$4,950.

ALTERNATIVES

- Deny the permit
- Modify the conditions of the permit.
- Provide other direction



Prepared by:

Spencer Billman, Traffic Agent

Approved by:



Brian Loventhal, City Manager

Attachment:

- a. Resolution Approving Downtown Special Event Permit_DCBA_Campbell Classic Car Show 2025, 2026 & 2027

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL
AUTHORIZING THE ISSUANCE OF A DOWNTOWN SPECIAL EVENT PERMIT FOR
THE DOWNTOWN CAMPBELL BUSINESS ASSOCIATION'S CAMPBELL CLASSIC
CAR SHOW**

WHEREAS, on March 18, 2025, the Downtown Campbell Business Association (DCBA) submitted an application for a Downtown Special Event Permit (Permit) seeking authorization to hold its third annual Historic Downtown Campbell Car Show (Car Show) on June 7, 2025 from 9:00 a.m. to 3:30 p.m.; and

WHEREAS, the DCBA is seeking authorization to hold the Car Show along Campbell Avenue between Railway Avenue and Third Street, and along the cross streets (Central Avenue, First Street, and Second Street) between Civic Center Drive and Orchard City Drive; and

WHEREAS, the DCBA is also requesting authorization to use three public parking lots for its Car Show: one on the north side of Orchard City Drive, at First Street; one at 21 N. Harrison Avenue (the Ainsley lot); and the lot at the Campbell Community Center, for staging vehicles before they are driven into Downtown Campbell for display; and

WHEREAS, the Car Show is a fundraising event, open to the public, free of charge, and intended to draw approximately 3,500 people into Downtown Campbell to admire approximately 300 classic cars, listen to live music, participate in a raffle, enjoy the restaurants and retail in Downtown Campbell, and observe a classic car competition; and

WHEREAS, the City's Downtown Special Event Policy (Permit Policy) provides general guidelines for issuing a Permit, as follows:

- The event must contribute to the economic enhancement, cultural enrichment and/or promotion of the City.
- The event must not severely disrupt normal business and residential traffic patterns.
- The proposed site must be suitable for the event, with consideration given to adequate space, traffic flow, parking, electricity, health and safety requirements, and impact on the site.
- The Organizer must pay for all City services as required by City Council Policy.
- The alcohol sales will be by permit only; and

WHEREAS, the Car Show has successfully taken place in Downtown Campbell for the last two years; contributes to the economic enhancement and cultural enrichment of the City; does not severely disrupt normal business or residential traffic; is held in a suitable location; operates in a manner that avoids health and safety hazards; and includes sufficient Police Department sworn personnel to provide proper traffic control and security, and to ensure the orderly conduct of organizers and visitors alike; and

WHEREAS, based on the above, the City Council finds that the DCBA's Car Show event meets all the requirements to support the issuance of a Permit;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Campbell does hereby authorize the issuance of a Downtown Special Event Permit for the DCBA's Campbell Classic Car Show 2025, subject to all applicable City policies and procedures and to the following additional conditions related to the event:

1. All vehicles participating in the event shall leave the event footprint by 3:30 p.m. and shall not return until the streets are re-opened for regular use.
2. No outside vendors are allowed at the event.
3. The DCBA shall staff no less than 18 volunteers wearing easily identifiable matching shirts to help control, direct, and monitor the event.
4. The DCBA shall cover City trash receptacles and provide their own receptacles, or the DCBA shall empty the City trash receptacles on either side of Campbell Avenue during and following the event.
5. During and following the event, the DCBA shall ensure sidewalks and other public spaces are clean and free of debris generated by the event and its attendees.
6. During the event, DCBA businesses who obtain an ABC alcohol permit are limited to engage in the off sale of beer and wine to patrons of the Car Show from 11:30 a.m. to 2:30 p.m. in easily identifiable plastic logo cups approved by the Police Department.
7. At 2:30 p.m. on June 7, the DCBA businesses engaged in the off sale of beer and wine to patrons of the Car Show shall cease all sales of all alcoholic beverages for a period of one hour, from 2:30 p.m. to 3:30 p.m.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Campbell does hereby authorize the issuance of a separate Permit for the DCBA's Car Show in calendar year 2026, and a separate Permit for the DCBA's Car Show in calendar year 2027, both subject to the DCBA's annual compliance with all applicable City policies and procedures and subject to the annual review and approval from the City Manager and the Chief of Police.

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

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

APPROVED:

Sergio Lopez, Mayor

ATTEST:

Andrea Sanders, City Clerk



*City
Council
Report*

Item: 14
Category: CONSENT CALENDAR
Meeting Date: June 3, 2025

TITLE: Commending Police Records Specialist Brenda Roush for Over 10 Years of Outstanding Service to the City of Campbell

RECOMMENDED ACTION

Adopt the attached Resolution commending Police Records Specialist Brenda Roush upon her retirement after over 10 years of outstanding service with the City of Campbell Police Department.

BACKGROUND

Brenda Roush joined the Campbell Police Department in October of 2014 as a Police Records Specialist. Prior to the Campbell Police Department, Brenda worked for the Santa Clara County Sheriffs office as a Detention Officer from 1986 to 1988.

During Brenda's time with the department, she consistently received feedback, from co-workers, and supervisors, about her high level of professionalism when dealing with the public and her polite and welcoming demeanor towards her co-workers.

Brenda has been recognized for her exemplary service as Police Records Specialist of the Year in 2017 and 2024 and she was the Community Excellence Award recipient in 2019.

Brenda has been a dedicated employee who always goes above and beyond in her duties and looks for ways she can support the department. Brenda demonstrated this by joining the Crisis Negotiation Team in 2022. Her compassion and calming presence have been an asset to the team.

DISCUSSION

Given the contributions she has made over the years, it would be appropriate for the City Council to adopt a Resolution commending Brenda for her outstanding service to the Campbell Police Department.

FISCAL IMPACT

No fiscal impact

Prepared by:



Andrea Atkinson, Support Services
Manager

Reviewed by:



Gary Berg, Police Chief

Approved by:



Brian Loventhal, City Manager

Attachment:

- a. Brenda Roush Retirement Resolution

RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CAMPBELL COMMENDING POLICE RECORDS SPECIALIST BRENDA ROUSH
ON HER OVER 10 YEARS OF DEDICATED SERVICE TO THE CITY OF CAMPBELL

WHEREAS, Brenda Roush became a Campbell Police Records Specialist in October of 2014; and

WHEREAS, Records Specialist Roush received many commendations throughout her career for her polite and professional demeanor; and

WHEREAS, Records Specialist Roush fostered a positive and supportive environment for her coworkers; and

WHEREAS, Records Specialist Roush received the Police Records Specialist of the year award in 2017 and 2024 and the Community Excellence Award in 2019; and

WHEREAS, Records Specialist Roush joined the Crisis Negotiation Team in 2022.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Campbell recognizes and commends Records Specialist Brenda Roush on her retirement from the City of Campbell after 10 years of service.

PASSED AND ADOPTED this 3rd day of June, by the following roll call vote:

AYES: Councilmembers

NOES: Councilmembers

ABSENT: Councilmembers

APPROVED:

Sergio Lopez, Mayor

ATTEST:

Andrea Sanders, City Clerk

Attachment: Brenda Roush Retirement Resolution (Roush Retirement)



*City
Council
Report*

Item: 15
Category: CONSENT CALENDAR
Meeting Date: June 3, 2025

TITLE: Resolution Commending Sergeant Mark Cutler for 30 Years of Service to the City of Campbell (Resolution/Roll Call Vote)

RECOMMENDED ACTION

That the City Council adopt a Resolution commending Sergeant Mark Cutler for his 30 Years of Service to the City of Campbell.

BACKGROUND

Sergeant Mark Cutler is retiring from the City of Campbell Police Department on June 4, 2025. At this time, it would be appropriate for the City Council to adopt a Resolution commending Sergeant Mark Cutler for his outstanding service to the City. The Resolution will be formally presented to Sergeant Mark Cutler at a later date.

DISCUSSION

Sergeant Mark Cutler began working with the City of Campbell in December 1991, as a Police Explorer. Sergeant Cutler was hired with the City of Campbell as a Community Services Officer in June 1996. Sergeant Cutler was hired as a Campbell Police Officer in July 1999. Sergeant Cutler was promoted to Police Agent in February 2020, and was promoted to Police Sergeant in November 2021.

During his time with the Campbell Police Department, Sergeant Cutler served in many capacities as an Officer, Agent and Sergeant. Sergeant Cutler was assigned as a Field Training Officer, General Investigations Detective, Sexual Assaults Detective, Detective Agent, Patrol Watch Commander, and Field Training Program Supervisor. Sergeant Cutler was a member of Crisis Negotiation Team for 14 years, and was a CNT Team Leader.

Sergeant Cutler's contributions to the department, and the relationships he developed within the community have been an asset to this Department and the City.

FISCAL IMPACT

There is no fiscal impact associated with this commendation.

Brad Rice

Prepared by:

Brad Rice, Sergeant

Reviewed by:



Gary Berg, Police Chief

Approved by:



Brian Loventhal, City Manager

Attachment:

- a. Cutler Retirement Resolution

RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CAMPBELL COMMENDING SERGEANT MARK CUTLER
ON HIS 30 YEARS OF SERVICE TO THE CITY OF CAMPBELL

WHEREAS, Sergeant Mark Cutler became a Campbell Police Explorer in December 1991; and

WHEREAS, Sergeant Mark Cutler was hired as a Campbell Community Services Officer in June 1996; and

WHEREAS, Sergeant Mark Cutler was hired as a Campbell Police Officer in July 1999; and

WHEREAS, Sergeant Mark Cutler was promoted to Police Agent in February 2020; and

WHEREAS, Sergeant Mark Cutler was promoted to Police Sergeant in November 2021; and

WHEREAS, Sergeant Mark Cutler has held a variety of assignments and collateral duties over the years that have supported the Campbell Police Department to include: Watch Commander, Field Training Officer, General Investigations Detective, Sexual Assaults Detective, Detective Agent, Field Training Program Supervisor; and

WHEREAS, Sergeant Mark Cutler was a member of the Campbell Crisis Negotiation Team (CNT) for over fourteen years, and was a CNT Team Leader, and

WHEREAS, Sergeant Mark Cutler has always had a commitment to providing excellent service to the Campbell community.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Campbell recognizes and commends Sergeant Mark Cutler on his retirement from the City of Campbell after 30 years of dedicated service.

PASSED AND ADOPTED this 3rd. day of June, by the following roll call vote:

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

Attachment: Cutler Retirement Resolution (Commending Sergeant Mark Cutler for 30 Years of Service)

APPROVED:

Sergio Lopez, Mayor

ATTEST:

Andrea Sanders, City Clerk

Attachment: Cutler Retirement Resolution (Commending Sergeant Mark Cutler for 30 Years of Service)



*City
Council
Report*

Item: 16
 Category: PUBLIC HEARINGS AND
 INTRODUCTION OF
 ORDINANCES
 Meeting Date: June 3, 2025

TITLE: Introduction of Proposed Fiscal Year (FY) 2026 Operating Budget and 2026 - 2030 Five-Year Capital Improvement Plan (CIP)

RECOMMENDED ACTION

That the City Council review the Proposed Fiscal Year (FY) 2026 Operating Budget and 2026-2030 Capital Improvement Plan (CIP) as presented; provide direction to staff to proceed with finalizing the budget; and establish June 17, 2025 as the date for a public hearing and adoption of the FY 2026 Operating Budget and CIP, as well as the Gann Appropriations Limit.

BACKGROUND

The ***Proposed Fiscal Year (FY) 2026 Operating Budget and 2026 - 2030 Five-Year Capital Improvement Plan (CIP)*** has been posted on the City's website at <https://www.ci.campbell.ca.us/151/Budget>. Also posted at this location is the complete ***First Update of the Seven-Year Financial Forecast*** which covers FY 2026 through FY 2032. The purpose of this agenda item is to formally introduce the Proposed Operating Budget and CIP to the City Council and the public and to obtain feedback and direction prior to the scheduled adoption on June 17, 2025. Any feedback or direction received by a majority of the City Council will be incorporated in the final budget document.

DISCUSSION

For ease of viewing, staff has also attached to this report the City Manager's Transmittal Letter (***Attachment A***). Thank you for your review and consideration of the Proposed Fiscal Year (FY) 2026 Operating Budget and 2026 - 2030 Five-Year Capital Improvement Plan (CIP). Staff looks forward to speaking with you further on June 3, 2025.

FISCAL IMPACT

Complete fiscal impacts are provided with the City Manager's Transmittal Letter and the Budget and CIP documents.

Prepared by:

Will Fuentes, Finance Director

Approved by:



Brian Loventhal, City Manager

Attachment:

- a. City Manager's Transmittal Letter



June 3, 2025

Honorable Mayor, Vice-Mayor, and City Councilmembers:

I am pleased to introduce to you the **Proposed Fiscal Year (FY) 2026 Operating Budget and 2026 - 2030 Five-Year Capital Improvement Plan (CIP)**. The Operating Budget and CIP serve as a policy document, a financial plan, a communication device, and an operation guide; reflecting the policies, goals, programs, and service priorities and values of the City Council and the Campbell community. Specifically, the current budget and CIP process emphasizes a **Priority-Based Budgeting** approach to link City resources with the strategic priorities of the City Council and community, while also seeking to maintain fiscal prudence. This process started at the [March 6 Special Meeting](#), in which the City Council discussed the organizations' FY 2026 priorities shown as **Exhibit A** and later adopted them at the [March 18 Regular Meeting](#). Those meetings were then followed up by the [May 6 Budget Study Session](#), in which Council provided staff input and direction on the items below:

- **FY 2026 Preliminary Workplans**
- **FY 2026 Preliminary General Fund Operating Budget**
- **2026 – 2030 Preliminary CIP**

Based on City Council input and direction staff has prepared **FY 2026 Proposed Workplans** shown as **Exhibit B** as well as the Proposed Budget and CIP. The budget development process though continues to be an iterative process and there will be additional opportunities for Council feedback as well as community input on June 3 (**Budget Introduction**) and June 17 (**Budget Adoption**). Any further Council feedback that reaches majority consensus at the June 3 Budget Introduction will be incorporated into the June 17 Budget Adoption. This transmittal letter is intended to provide a high-level overview of the proposed budget and CIP, by addressing the following items:

- **A – Financial Summary**
- **B – Economic Update and Outlook**
- **C – Long-Range Forecast**
- **D – Budget Awards**
- **E – Next Steps**
- **F – Conclusions and Acknowledgements**
- **Exhibit A - FY 2026 Adopted City Council Priorities**
- **Exhibit B – FY 2026 Proposed Workplans**

A - FINANCIAL SUMMARY

General Fund – Financial Summary

Table 1 – General Fund Summary

FUND BALANCE REPORT					
101					
	FY 23 Actual	FY 24 Actual	FY 25 Est.	FY 26 Prop.	%Chg*
Beginning Fund Balance July 1^(A)	\$ 16,907,710	\$ 17,124,190	\$ 15,945,340	\$ 15,945,340	
<i>(A) - Econ Fluctuations + Emergency + Unassigned + PERS</i>					
Revenues					
Total Revenues	\$ 63,029,077	\$ 64,774,966	\$ 70,581,193	\$ 69,023,160	-2.2%
Expenditures					
Total Expenditures by Type	\$ 62,812,598	\$ 65,953,816	\$ 70,581,192	\$ 69,023,160	-2.2%
Revenues vs Expenditures	\$ 216,479	\$ (1,178,850)	\$ -	\$ -	
Ending Fund Balance June 30	\$ 17,124,190	\$ 15,945,340	\$ 15,945,340	\$ 15,945,340	
<i>*% Change from FY 2025 Estimated to FY 2026 Proposed Budget</i>					

For a more detailed Fund Balance Report, please see the [Fund Summaries](#) section of the Budget book

Currently Proposed FY 2026 Operating and Capital expenditures for the **General Fund** equal **\$69.0 million**. This proposal results in General Fund expenditures being fully balanced against estimated General Fund revenues in FY 2026. The General Fund, expenditures for FY 2026 show a 2.2% decrease when compared to FY 2025 Year-End Estimates of \$70.6 million. General Fund revenues for FY 2026 also show a 2.2% decrease when compared to FY 2025 Year-End Estimates of \$70.6 million. The proposed budget includes:

- All current City operations remain largely status quo, but FY 2026 budget requests account for inflation, contractually agreed to increases to vendors, and other costs to meet high priority Workplan objectives,
- No Cost of Living Adjustments (COLAs) for any bargaining unit or employee, with all Memorandums of Understanding (MOUs) expiring either June 30, 2025 (CMEA, CPCEA, CARP, Confidential, MGMT, UNREP) or December 30, 2025 (CPOA).
- 8% increase to City’s Healthcare Contribution Levels (effective January 1, 2026) for all bargaining unit and employees at a cost of \$120,000 in FY 2026. This increase was not previously included in the preliminary budget presented at the May 6 Budget Study Session,
- Reclassifications of several positions due to evolving operational needs including the upgrade of one (1) IT Administrator to Sr. IT Administrator at a cost of \$14,800, the upgrade of one (1) Environmental Programs Specialist (Public Works) to Environmental Programs Coordinator (Public Works) at a cost of \$29,900, the upgrade of one (1) Police Records Specialist to Crime Analyst at a cost of \$10,300, the upgrade of one (1) Executive Assistant (Police) to Executive Assistant to the Police Chief at a cost of \$6,800, the downgrade of one (1) Sr. Building Inspector to Building Inspector at a savings of \$13,500, and the downgrade of one (1) Principal Planner to Sr. Planner at a savings of \$13,500,
- Extension of a Limited-Term Environmental Program Specialist in Community Development for six (6) months, to complete the Climate Action and Adaptation Plan through June 30, 2026 at a cost of \$69,400,
- \$2.4 million in interfund operating transfers out to support operations in other funds; including \$1.1 million to support the Lighting and Landscaping District Fund, \$561,000

Attachment: City Manager’s Transmittal Letter (Introduction of Fiscal Year (FY) 2026 Operating & Capital Budgets)

to support the IT Fund, and \$766,000 to pay for 2016 Lease Revenue Bond (LRB) debt service,

- \$1.3 million in interfund capital transfers out to support Capital Improvement Plan Reserve (CIPR) projects; with \$550,000 set aside as the General Fund's annual CIPR contribution towards new projects and \$697,245 for carryover CIPR projects previously approved
- \$25,000 in interfund capital transfers out to support Construction Tax projects; with the entire amount proposed to be offset by a drawdown of Construction Tax reserves,
- Incorporation of several short-term corrective budget strategies on the expenditure side which will be discussed below.

Related **General Fund** revenue sources also total **\$69.0 million** and include:

- \$581,000 million in interfund operating transfers in to support General Fund operations; including an approximately \$377,000 proposed transfer from ARPA fund excess accumulated interest earnings to support various General Fund operations and extension of the Limited-Term Environmental Programs Specialist in Community Development through at least June 30, 2026, a normal \$148,000 transfer from the Community Facilities District (CFD) #1 fund to support Police and Fire services, \$6,000 from the CFD #2 fund to support Land Development, and \$50,000 from the Motor Vehicle Pool fund to support Administrative and Fiscal Oversight of the division,
- \$697,245 draw from the accumulated CIPR funds to support \$697,245 in carryover CIPR projects previously approved,
- \$25,000 draw from Construction Tax reserve to support capital projects as previously discussed,
- \$229,000 downward revision of Sales and Use Tax revenue estimates from the May 6 Budget Study Session based on further analysis of the impact of a large sales tax generator leaving Campbell in October 2026 as well as updated forecasts for all sales tax generators within Campbell,
- Incorporation of short-term corrective budget strategies on the revenue side which will be discussed below.

Short-Term Corrective Budget Strategies

Based on City Council feedback at the May 6 Budget Study Session staff has incorporated several short-term budget corrections strategies to **fully** close the budget gap in FY 2026. At the May 6 Budget Study Session, staff presented Council with an estimated \$3.17 million structural operating deficit within the FY 2026 Preliminary General Fund Operating Budget. Without further corrective action, the General Fund operating deficit would have increased to **\$3.75 million** in FY 2026. However, the following corrective measures have been proposed that result in a balanced budget proposal. These measures are summarized in **Table 2** below and detailed further immediately following the table:

Table 2 – FY 2026 General Fund Budget Correction Strategies Incorporated

Correction Strategy	FY 2026 Impact
Temporary Hiring Freeze	\$1,242,599

Limited to No Use of Temporary Staffing in FY 2026	\$284,750
Misc. Expend. Reductions or Revenue Enhancements	\$530,000
Utilization of Unexpected FEMA Reimbursement for COVID Expenses	\$259,000
Utilization of All Realized and Estimated Excess ARPA Interest Earnings	\$229,730
Utilization of a portion of the City's CalPERS Pension Reserve	\$558,000
Liquidating Duplicative General Fund Reserves	\$641,000
TOTAL	\$3,745,079

- Temporary Hiring Freeze** (Estimated Savings of \$1.77 million across all City Funds and **\$1.24 million** within the General Fund) – At the May 6 Budget Study Session, staff identified 23 vacant positions equaling \$4.17 million in FY 2026 and proposed that some be frozen for all or part of FY 2026; resulting in potential savings of \$1.67 million across all City Funds and \$1.19 million within the General Fund in FY 2026. Since that time, in a strategic and targeted manner and taking into account operational, Workplan, and service needs, the Executive Team further reviewed the vacancy list and established recommended hire by dates for each currently vacant position shown in **Table 3** below. Adjustments to any dates shown could have additional savings or costs depending on whether hired later or sooner:

Table 3 – Vacant Positions

Department	Job Title	Full Year FY26 Cost	Hire By Date	Prorated FY26 Cost	Savings FY26
City Manager	HR ANALYST	\$ 190,164	7/1/2026	\$ -	\$ (190,164)
City Manager	HR REP	\$ 160,371	6/1/2025	\$ 160,371	\$ -
City Manager	IT MANAGER	\$ 260,971	9/1/2025	\$ 216,642	\$ (44,329)
Comm Dev	BLDG INSPECTOR	\$ 198,069	7/1/2026	\$ -	\$ (198,069)
Finance	EXECUTIVE ASST (FN)	\$ 154,764	7/1/2026	\$ -	\$ (154,764)
Police	COMM SERV OFFICER	\$ 162,709	7/1/2026	\$ -	\$ (162,709)
Police	EMERG SVCS COORD	\$ 119,865	7/1/2026	\$ -	\$ (119,865)
Police	PS DISPATCHER	\$ 192,305	7/1/2025	\$ 192,305	\$ -
Police	PS DISPATCHER	\$ 192,305	7/1/2025	\$ 192,305	\$ -
Public Works	BLDG MNT WKR	\$ 165,112	7/1/2026	\$ -	\$ (165,112)
Public Works	ENGR TECH I	\$ 167,629	7/1/2026	\$ -	\$ (167,629)
Public Works	ENVIRO PRGMS SPEC	\$ 151,534	10/1/2025	\$ 113,339	\$ (38,195)
Public Works	EQUIP MNT SPVSR	\$ 188,573	7/1/2026	\$ -	\$ (188,573)
Public Works	LGT/TRF SIG SPVSR	\$ 213,546	7/1/2025	\$ 213,546	\$ -
Public Works	MAINT WORKER I (Parks)	\$ 132,992	7/1/2025	\$ 132,992	\$ -
Public Works	MAINT WORKER I (Parks)	\$ 132,992	7/1/2025	\$ 132,992	\$ -
Public Works	PARK MNT SPVSR	\$ 219,482	7/1/2026	\$ -	\$ (219,482)
Public Works	PUBLICWORK DIR	\$ 338,522	7/1/2025	\$ 338,522	\$ -
Public Works	SR CIVIL ENGR	\$ 247,042	7/1/2025	\$ 247,042	\$ -
Public Works	STR MNT LEAD WKR	\$ 155,670	7/1/2025	\$ 155,670	\$ -
Public Works	STREET MNT SUPERVISOR	\$ 211,720	9/1/2025	\$ 175,757	\$ (35,963)
Rec & Comm	RECSPECIALIST (PPT)	\$ 84,287	7/1/2026	\$ -	\$ (84,287)
Rec & Comm	RECSPEC FACILITIES	\$ 126,624	6/1/2025	\$ 126,624	\$ -
TOTALS		\$ 4,167,248		\$ 2,398,106	\$ (1,769,142)

Fund	Full Year FY26 Cost	Prorated FY26 Cost	Savings FY26
101-General Fund	\$ 2,499,768	\$ 1,257,169	\$(1,242,599)
204-Gas Tax	\$ 367,390	\$ 331,427	\$ (35,963)
207-Lighting and Landscape	\$ 699,012	\$ 479,530	\$ (219,482)
209-Environmental	\$ 151,534	\$ 113,339	\$ (38,195)
641-Motor Vehicle Pool	\$ 188,573	\$ -	\$ (188,573)
647-MIS Pool	\$ 260,971	\$ 216,642	\$ (44,329)
Fund Totals	\$ 4,167,248	\$ 2,398,106	\$(1,769,142)

- Limited to No Use of Temporary Staffing in FY 2026 (\$285,000)** – Due to previous hiring freezes, delayed recruitments, operational needs, and high-priority Workplan items, the City has utilized the services of temporary employees in various departments (Community Development, HR, and IT) that come from staffing agencies and other professional services firms. In FY 2025 alone, these costs are estimated to reach \$605,000. Given the potential of a temporary hiring freeze for permanent staffing and the City’s ongoing fiscal constraints, limiting the use of temporary staffing in FY 2026 would be a consistent and appropriate action.
- Misc. Expenditure Reductions or Revenue Enhancements** (Estimated Expenditure Savings or Revenue Enhancements of \$597,000 across all City Funds and **\$530,000** within the General Fund) – Since the May 6 Budget Study Session, the Executive Team has re-examined FY 2026 Budget Requests within their departments and reduced costs or enhanced revenues in the following areas:

Table 4 – Misc. Expenditure Reductions or Revenue Enhancements

By Object	SAVINGS
ADULT SERVICES - CLASSES (Revenue)*	\$ (7,716)
RENTS/LEASES (REAL & PER) (Revenue)*	\$ (26,000)
PERSONNEL - OVERTIME	\$ (102,000)
ADVERTISING	\$ (13,800)
OFFICE EXPENSE	\$ (36,500)
SPECIAL DEPARTMENTAL	\$ (33,000)
MAINT-BLDGS/STRUC/GROUNDS	\$ (23,000)
MAINT & OPER OF EQUIP	\$ (7,550)
PROF & SPECIAL SERVICES	\$ (116,713)
OTHER CONTRACTUAL SERVICE	\$ (70,570)
MEMBERSHIPS/DUES/BOOKS	\$ (1,800)
PROF DEVELOPMENT & MTGS	\$ (40,900)
STAFF DEVELOPMENT	\$ (3,000)
SPEC COMMUNITY SERVICES	\$ (2,000)
MACHINERY & EQUIPMENT	\$ (112,500)
TOTAL COST REDUCT OR REV ENHANCEMENT	\$ 597,049

**Negative revenue amounts are actually increases to revenue estimates, but shown as negative to represent their impact on any budgetary deficits.*

By Fund	SAVINGS
101 - General Fund	\$ (530,151)
204 - Gas Tax Fund	\$ (34,000)
207 - Lighting and Landscape Fund	\$ (8,900)
209 - Environmental Services Fund	\$ 24,402
641 - Motor Vehicle Pool Fund	\$ (31,500)
647 - MIS Pool Fund	\$ (16,900)
TOTAL COST REDUCT OR REV ENHANCEMENT	\$ (597,049)

- Utilization of Unexpected FEMA Reimbursement for COVID Expenses (\$259,000)**
 – Since the May 6 Budget Study Session, the City has received \$246,000 from the Federal Emergency Management Agency (FEMA) for COVID-19 expense reimbursements submitted several years ago; with a final \$13,000 expected shortly. Staff was cautiously optimistic that the City would receive these funds at some point, but had not placed them in any budgets or revenue estimates as of yet since the FEMA reimbursement process can be lengthy. Now that the City is finally seeing these funds, staff recommends utilizing them in full to offset the budgetary deficit in FY 2026.
- Utilization of All Realized and Estimated Excess ARPA Interest Earnings (\$229,730)** - As of the [ARPA Utilization Update](#) provided to City Council on October 15, 2024, the City had earned \$383,767 in interest from its ARPA funds and appropriated all of it towards operational expenses such as the Limited-Term Environmental Programs Specialist. And as of March 31, 2025, the City has earned an additional \$172,073 in interest from its ARPA funds and is expected to earn a total of \$229,730 additional through the end of FY 2025. Thus, staff recommends using this full amount to both extend a Limited-Term Environmental Programs Specialist in Community Development six (6) months through at least June 30, 2026 and support broad General Fund personnel expenses in FY 2026.
- Utilization of the City's CalPERS Pension Reserve (\$558,000)** – As discussed at the May 6 Budget Study Session, the City wisely established a CalPERS Pension Reserve with an initial deposit of \$2.252 million. Given a significant spike in the required UAL payment to CalPERS in FY 2025, Council approved utilizing \$1.252 million of the City's Pension Reserve to offset these costs; thereby leaving a balance of \$1.0 million. Consistent with last fiscal year's actions and to offset a \$558,000 increase in required UAL payment for FY 2026, staff recommends utilizing only **\$558,000** of the reserve in FY 2026; down from a proposed draw of \$1.0 million at the May 6 Study Session. While the draw down of any reserve is never ideal, staff recommends building up this reserve in the future should the City's financial condition allow it (e.g., receiving a positive outcome on Measure K litigation). As such, one of staff's proposed FY 2026 Workplan items is to continue developing plans to pay down the City's UAL and reduce overall pension costs over time. Part of that plan will include the development of a Council policy regarding the acceptable use of the City's CalPERS Pension Reserve and how to build it up to an adequate level over time.
- Liquidating Duplicative General Fund Reserves (\$641,000)** – Within the City's General Fund there are reserves for Liability Insurance (\$158,000), Unemployment Insurance (\$90,000), and Other Post Employment Benefits (OPEB) (\$393,000).

However, while these reserves have been in place for many years, the purposes for which they support are also budgeted for annually within the operating budget and having an additional reserve for each is unnecessary and duplicative. There is also no fiscal policy describing their establishment, purpose, use, or replenishment. Thus, staff recommends liquidating them in FY 2026 and using their balances more efficiently. These items are again already included within the operating budget and have their utilization does not negatively impact the City’s fiscal stability.

All City Funds – Financial Summary

Table 5 – All Funds Summary

FUND BALANCE REPORT					
ALL FUNDS SUMMARY					
	FY 23 Actual	FY 24 Actual	FY 25 Est.	FY 26 Prop.	%Chg*
Beginning Fund Balance July 1	\$ 96,862,053	\$ 100,898,194	\$ 86,522,095	\$ 28,764,930	
Revenues					
Total Revenues	\$ 94,060,104	\$ 95,685,217	\$ 108,369,674	\$ 100,472,721	-7.3%
Expenditures					
Total Expenditures by Type	\$ 90,023,963	\$ 110,061,315	\$ 166,126,839	\$ 106,743,724	-35.7%
Revenues vs Expenditures	\$ 4,036,141	\$ (14,376,099)	\$ (57,757,165)	\$ (6,271,003)	
Ending Fund Balance June 30	\$ 100,898,194	\$ 86,522,095	\$ 28,764,930	\$ 22,493,927	
<i>*% Change from FY 2025 Estimated to FY 2026 Proposed Budget</i>					

For a more detailed Fund Balance Report, please see the [Fund Summaries](#) section of the Budget book

Currently Proposed FY 2026 Operating and Capital expenditures across **all City funds** equal **\$106.7 million** and include:

- \$3.3 million in interfund operating transfers out to support operations,
- \$9.6 million in interfund capital transfers out to support capital projects,
- \$2.6 million in scheduled Measure O debt service payments, and
- All items referenced within the General Fund section of this report.

Related revenue sources total **\$100.5 million** and include:

- \$3.3 million in interfund operating transfers in to support operations,
- \$9.6 million in interfund capital transfers in to support capital projects, and
- All items referenced within the General Fund section of this report.

This results in an annual deficit of approximately **\$6.3 million** across all City funds. However, this deficit is largely due to grant funded projects which receive reimbursement after expenditures have been incurred, further spend down of Measure O bond proceeds as both the Public Safety building and Library projects near completion.

In summary, across all City funds, expenditures for FY 2025 show a **35.7% decrease** when compared to FY 2025 Year-End Estimates of \$166.1 million. This decrease is largely due to most Measure O bond proceeds being spent in FY 2025 to complete the associated Library

and Police building projects. Operating Expenses though only show a **7.4% decrease** when compared to FY 2025 Year-End Estimates of \$97.4 million. Conversely, across all City funds, revenues for FY 2025 show a **7.3% decrease** when compared to FY 2025 Year-End Estimates of \$108.4 million. This decrease is largely due to slowed growth in several revenue categories and the full recognizing of grant and other misc. one-time revenue related to Measure O projects in FY 2025.

General Fund and Citywide revenue estimates and proposed expenditures by type and department are shown in the [Fund Summaries](#) and [Departments](#) sections of the Budget Book. And for more information on the assumptions used to estimate key revenues and other significant items of note, please see the [Funding Sources](#) sections of the Budget Book.

B - ECONOMIC UPDATE AND OUTLOOK

Economic data releases were sparse the week ending May 23, but that did not impede the fixed income markets from remaining volatile on a week-over-week basis. The benchmark ten-year Treasury note traded in a 19-basis point range week over week (4.43% to 4.62%) with the peak in yields occurring after the passage of US House of Representative Budget Bill in a narrow 215 to 214 votes. Although there are some provisions in the House version of the bill to mitigate the rate of growth of the US deficit, the US Senate still needs to weigh in, and overall, the US deficit outlook is forecasted to remain onerous.

And on Friday, May 16th, after the market close, Moody's lowered the US credit rating to Aa1 from AAA primarily related to the fiscal outlook, the last of the three major national recognized statistical rating organizations to downgrade the US debt below the AAA tier. The deteriorating fiscal outlook is one of the catalysts for staff's core view that investors will seek additional yield compensation to invest in longer maturity Treasury securities. In our team's view, the Treasury curve shape will continue to normalize and steepen, with the two-year / ten-year Treasury curve spread moving higher from the current 54 basis points (two-year 3.98%, ten-year 4.52% as of the time of this writing) towards the long-term average of 100 basis points over the course of 2025.

The market will obtain several important economic releases the week ending May 30, with the survey-based data expected to point to continued consumer anxiety. The Conference Board will release their Consumer Confidence number on Tuesday, May 27th, with the consensus expectation at 87.0, consistent with the April 2025 release but well below the December 2024 reading of 109.5. On Friday, May 30th, the monthly indicators on Personal Income, Personal Spending, and the Personal Consumption Expenditures Index (PCE) inflation readings will be released. The market is forecasting Personal Income to be above Personal Spending as consumers retrench and work to build up the savings rate. The PCE data is forecast to be on the soft side but notably does not yet reflect the impact of tariffs, thus the market is likely to discount the favorable readings for now. Inflation readings are forecasted to move higher for a few months due to the tariff impact, and then revert to trend, which will allow the Federal Reserve to hold policy steady in the short term, absent a material deterioration in the employment backdrop. Although continuing jobless claims are once again elevated at 1,903k, weekly jobless claims remain moderate at 227k. Staff does believe the elevated level of uncertainty linked to the implications of the tariff policy will continue to weigh on consumer behavior which will ultimately allow monetary policy to be adjusted closer to the neutral rate later in the year.

The outcome of negotiations between the U.S. and China in Geneva, Switzerland, established the tone for markets the week of May 16. The progress made by the two largest economies was a pleasant surprise for market participants with more negotiations planned in the coming weeks. Each country will cut tariffs by 115%, with the U.S. cutting imports from 145% to 30%, and China cutting tariffs on U.S. imports from 125% to 10% for a period of 90 days.

In other news for the week of May 16, U.S. inflation rose less than forecasted in April with the consumer price index increasing 0.2% month-over-month and 2.3% year-over-year. The headline inflation rate of 2.3% is the lowest since the spring of 2021. Core CPI, excluding food and energy, rose 0.2% month-over-month and 2.8% year-over-year. Consistent with recent reports, shelter costs accounted for more than half of the overall monthly gain. U.S. producer prices unexpectedly fell in April by 0.5% but on a year-over-year basis were up 2.4%. April final demand prices excluding food and energy were down 0.4% month-over-month and up 3.1% year-over-year. Although the inflation data this week was constructive, Walmart warned Thursday that price increases look certain, and it remains likely that prices for consumers and businesses will move higher in the coming months.

U.S. Retail Sales slowed in April, with a 0.1% increase in retail purchases, with seven of the thirteen report categories posting decreases. Consumers cut back spending on cars, sporting goods, and other imported goods. Control-group sales, which feed into gross domestic product, declined by 0.2% month-over-month, missing expectations of a 0.34% increase. The surprise decline in the control group suggests a cautious consumer influenced by concerns over tariffs leading to inflation. While overall consumption remains strong, the slowdown could indicate challenges ahead.

The preliminary University of Michigan Sentiment Index fell in May to 50.8 down from a final reading of 52.2 in April. The May number is the second lowest reading on record with U.S. consumers becoming increasingly worried that tariffs will lead to higher inflation. Consumers expect inflation to rise 7.3% over the next year, the highest since 1981 and 4.6% over the next five to ten years. Of note, the survey was conducted between April 22 and May 13, a period that ended just after the U.S. and China agreed to temporarily reduce tariffs while they attempt to negotiate a long-term trade deal.

Despite concerns generated by the weak consumer sentiment report, the overall market tone remained positive the week of May 16, with Treasury yields moving slightly higher and equities as represented by the S&P 500 now in positive territory for the year. In this uncertain economic and market environment, we still expect the Fed to engage in a modest amount of easing this year which should support front end rates and a steeper yield curve.

The FOMC kept interest rates on hold on May 7, as expected, at a target range of 4.25-4.50%, with Chair Powell once again emphasizing the Committee's 'wait and see' approach amidst an uncertain macro environment where economic data continues to show resilience while concerns over a tariff-led increase in unemployment and inflation remain elevated. Indeed, during the week the ISM Purchasing Managers' Services Index, a key gauge of activity in the largest sector of the US economy, continued to show expansion, while weekly jobless claims declined from the prior week to a benign level of 228,000, indicating a still solid labor market.

On the trade front, the first deal was announced with the United Kingdom on the 80th anniversary of Victory in Europe Day. The UK will lower tariff and non-tariff barriers on US products, most notably beef and ethanol, and buy more airplanes from Boeing, while the US will lower tariffs on autos and steel while keeping a 10% baseline rate on UK imports. The deal is more symbolic for the US as the UK accounts for just 4% of exports, but a positive development, nonetheless.

Economic growth and inflation data also made headlines the week ending May 2. The advance estimate of first quarter GDP showed growth of -0.3%, the first negative quarter since 2022. Net exports were the primary drag on growth, as imports surged in anticipation of higher tariffs. On a more positive note, the Federal Reserve's preferred inflation gauge, the Personal Consumption Expenditures (PCE) price index was unchanged month-over-month in March, after a 0.4% rise in February. Compared to a year ago, the March PCE price index rose 2.3% after a 2.7% increase in February. Excluding food and energy, the Core PCE price index was also flat month-over-month in March and up 2.6% year-over-year, down from February's 3.0% year-over-year increase. While the slowdown in inflation is encouraging, the data does not capture the full impact of global tariffs imposed in early April.

The S&P Case-Shiller 20-City Home Price Index showed house price inflation eased slightly to 4.5% in February on an annual basis, down from 4.7% in January. Limited inventory, elevated mortgage rates, and lack of affordability continue to weigh on the housing market. The ISM Manufacturing Index fell to 48.7 in April from 49.0 in March, indicating a continuation of slow contraction in the sector.

Nonfarm U.S. payrolls rose by 177,000 in April, above the consensus estimate of 138,000, and the prior two months were revised down by 58,000. The U.S. unemployment rate remained unchanged at 4.2%, the underemployment rate fell slightly to 7.8%, and the labor force participation rate gained a tenth to 62.6%. The Job Openings and Labor Turnover Survey (JOLTS) reported a decline in job openings to 7.192 million in March after a downward revision to 7.480 million in February. While exhibiting signs of cooling, the labor market remains resilient.

In California, total nonfarm employment in the state increased by 17,700 jobs over the month of April 2025. Additionally, statewide unemployment equaled 5.3% in April 2025; unchanged from March 2025 and up slightly from a rate of 5.2% in April 2024. In Santa Clara County, the rate decreased to 3.8% in April 2025; down from 4.0% in March 2025, but up from 3.7% in April 2024. And in Campbell, the rate decreased to 3.8% in April 2025; down from 4.0% in March 2025 and from 3.9% in April 2024. Thus, the County and City have seen some impacts due to recent layoffs in the technology sector, but it has not had a significant impact to unemployment numbers. At its pandemic high point in April 2020, the Campbell unemployment rate had reached 11.7%.

C - LONG-RANGE FORECAST

The First Update of the Seven-Year Financial Forecast is shown and discussed in more detail in a separate section of this Budget book called "[Long-Range Financial Forecast](#)". The forecast is meant to assist Council and staff in determining whether current expenditure decisions made in FY 2026 can be supported long-term over through FY 2032. While all budgetary requests can be supported by the General Fund and short-term corrective actions

in FY 2026, based on staff's initial analysis and reasonable growth projections in expenditure and revenues, the out years could be a challenge given the City's structural deficit issues absent significant ongoing expenditure and service reductions, new revenue sources, and/or a positive legal outcome on the Measure K Sales Tax measure.

D - BUDGET AND FINANCIAL AWARDS

For the 32nd consecutive year, the City's FY 2025 budget received national recognition by earning the Government Finance Officers Association (GFOA) "Distinguished Budget Award." To receive the Distinguished Budget Presentation Award, a city must publish a budget document that serves as a policy document, a financial plan, a communications device, and an operations guide. We believe the FY 2026 budget conforms to GFOA program requirements. Additionally, FY 2025 is the 27th year an award of "Excellence in Budgeting" has been received from the California Society of Municipal Finance Officers (CSMFO). Copies of both awards appear in the Budget "[Reference Materials](#)" section of this document. It also should be noted that the City's Annual Financial Report has also been an award-winning document for excellence in financial reporting at both the State and national levels for many years.

E - NEXT STEPS

- June 17: Adoption of Operating Budget, CIP, and Gann Limit

F - CONCLUSION AND ACKNOWLEDGEMENTS

The development of the Proposed Fiscal Year (FY) 2026 Operating Budget and 2026 - 2030 Five-Year Capital Improvement Plan (CIP) was made possible through the knowledge and contribution of the City's employees, input and support from our community, and direction of the City Council. Despite the economic pressures of the past few years, the City has done well to preserve core services, but as the budget and CIP before you demonstrate, the City continues to face significant fiscal challenges in the short- and long-term and remains cautious, conservative, and strategic in our operational growth to ensure long-term fiscal resilience.

I wish to thank everyone who participated in the budget process this year including the City Council and members of the Executive Team. Finally, I would like to recognize the staff within the Finance Department for their dedication and hard work that went into coordinating, developing, and publishing this budget document.

Respectfully submitted,



Brian Loventhal
City Manager

**Exhibit A
FY 2026 Adopted City Council Priorities**

Strategic Objectives	Council Priorities	Comments by Council Members
Land Use	<p>Long-Term Land Use Planning and Housing</p>	<p>Councilmember Terry Hines</p> <ul style="list-style-type: none"> • Housing development assistance • City Hall improvements <p>Councilmember Elliot Scozzola</p> <ul style="list-style-type: none"> • Tenant rights informational survey • Housing commission • Community Center Master Plan • Responsible Construction Ordinance <p>Vice-Mayor Dan Furtado</p> <ul style="list-style-type: none"> • Hamilton Ave Precise Plan • Preservation of City history, such as Mills Act <p>Mayor Sergio Lopez</p> <ul style="list-style-type: none"> • Streamlining of CEQA • Hamilton Avenue Precise Plan • Transit Signal Priority <p>Shared Feedback</p> <ul style="list-style-type: none"> • Review of existing ordinances and creation of new ordinances, such as Beekeeping. • Preparation for 2026 Mega Events, such as World Cup, Super Bowl etc.
	<p>City Infrastructure</p>	<p>Vice-Mayor Dan Furtado</p> <ul style="list-style-type: none"> • Supported removing Measure O priority • Increased focus on City infrastructure needs such as the Community Center <p>Councilmember Elliot Scozzola</p> <ul style="list-style-type: none"> • Replacement of Measure O priority due to near completion of project(s) and adding priority of “City Infrastructure/Resiliency <p>Councilmember Terry Hines</p> <ul style="list-style-type: none"> • Leave Measure O priority for one more year until projects are fully completed <p>Councilmember Anne Bybee</p>

Attachment: City Manager's Transmittal Letter (Introduction of Fiscal Year (FY) 2026 Operating & Capital Budgets)

Strategic Objectives	Council Priorities	Comments by Council Members
		<ul style="list-style-type: none"> Replace “Measure O priority” with broader “City Infrastructure” priority <p>Shared Feedback</p> <ul style="list-style-type: none"> Revise title from previous Council priority of “Measure O” so as to more fully address citywide infrastructure needs such as street maintenance, Community Center regularly scheduled maintenance, and City Hall maintenance
Financial Health	Financial Stability	<p>Councilmember Terry Hines</p> <ul style="list-style-type: none"> Economic Development opportunities for 2026 Mega Events such as World Cup, Super Bowl, etc. <p>Councilmember Elliot Scozzola</p> <ul style="list-style-type: none"> Investment policy review <p>Mayor Sergio Lopez</p> <ul style="list-style-type: none"> Measure K funding <p>Vice-Mayor Dan Furtado</p> <ul style="list-style-type: none"> Prioritize Economic Development and supporting small businesses <p>Shared Feedback</p> <ul style="list-style-type: none"> Review of City finances
Environment	Sustainability	<p>Vice-Mayor Dan Furtado</p> <ul style="list-style-type: none"> Climate Action Plan
Community	Community Health and Safety	<p>Councilmember Terry Hines</p> <ul style="list-style-type: none"> Road conditions <p>Councilmember Elliot Scozzola</p> <ul style="list-style-type: none"> Pedestrian crossings – Campbell Technology Park <p>Vice-Mayor Dan Furtado</p> <ul style="list-style-type: none"> Fire station maintenance Weed abatement Increased focus on public relations <p>Mayor Sergio Lopez</p> <ul style="list-style-type: none"> Deferred maintenance progress Traffic safety

Strategic Objectives	Council Priorities	Comments by Council Members
		<p>Shared Feedback</p> <ul style="list-style-type: none"> • Emergency preparedness • Hamilton Ave. Pedestrian bridge crossing over Highway 17 • Traffic and safety preparation for 2026 Mega Events, such as World Cup, Super Bowl etc. • Communications and public relations expansion

Exhibit B FY 2026 Proposed Workplans

City Manager

CM Administration

- Provide staff support for all City Council members **[Operational Need]**
- Provide staff support for Legislative Subcommittee to coordinate tracking of state legislation (that may impact City) with Legislative Subcommittee **[Operational Need]**
- Provide staff support to the Civic Improvement Commission **[Operational Need]**
- Coordinate, plan, and provide staff support for the State of the City event, All Hands Meetings, Volunteers' Luncheon, Employee Holiday Luncheon **[Operational Need]**
- Lead labor negotiations with CMEA, CPCEA, CPOA, Confidential, MGMT, and CARP for bargaining agreements expiring at end of FY 2025 and continue to provide guidance and support for other labor related issues arising outside of labor negotiations **[Council Priority - Financial Stability]**
- Work with Liebert Cassidy Whitmore and RTGR Law to provide guidance and support for complex employee related claims **[Operational Need]**
- Staff CALGOVEBA Board of Trustee meetings with Wagner Law Groups, NWPS, and Bernstein Financial Group **[Operational Need]**
- Support City Council initiatives through new and updated City Council Policies
- Promote City Council initiatives through various forms of media **[Operational Need]**
- Develop and publish a Request for Qualifications to support Temporary Staffing needs for City Departments **[Operational Need]**
- In coordination with Legal Services, Finance and outside counsel, provide overall guidance in the representation of the City in the Measure K litigation **LEAD DEPARTMENT – CITY MANAGER'S OFFICE [Council Priority - Financial Stability]**

Measure O

- Provide overall coordination of Measure O Police, Library, and related projects in collaboration with Public Works Department **LEAD DEPARTMENTS – City Manager's Office [Council Priority – City Infrastructure]**
- Provide support to the Measure O Citizens' Oversight Committee **[Council Priority – City Infrastructure]**

Human Resources

- In collaboration with the Finance Department and Information Technology (IT) Division as well as other key stakeholders, complete the implementation, testing, and training for a new Human Resources Information and Payroll System **LEAD DEPARTMENTS – HR and Finance [Council Priority – Financial Stability]**
- Continue recruitment and retention efforts to attract and retain City staff in budgeted positions **[Operational Need]**
- Coordinate and plan Benefits Fair and Volunteer Program for City staff **[Operational Need]**

- Work with Liebert Cassidy Whitmore on meet and confer items with CMEA, CPCEA, CPOA, Confidential, MGMT, and CARP **[Operational Need]**
- Open and continue negotiations with CMEA, CPCEA, CPOA, Confidential, MGMT, and CARP for bargaining agreements expiring at the end of FY 2025 or the middle of FY 2026 **[Council Priority – Financial Stability]**
- Coordinate and implement City training for employee development to strengthen both technical and soft skills and encourage continued growth of staff **[Operational Need]**
- Launch citywide mandatory training to cover essential topics such as Harassment Prevention, Ethics, Anti-bias, Workplace Violence, and Active Shooter Training **[Operational Need]**
- Review, update, and recommend personnel policies, practices, and forms to ensure they meet the needs of the City and are compliant with current legislation **[Operational Need]**
- Plan and implement an internal communications strategy for employee-related topics to create a consistent and helpful resource for staff to refer to **[Operational Need]**
- In coordination with Community Development, establish a technical training plan for permit center and building inspection staff as required by state law **LEAD DEPARTMENT – City Manager’s Office/HR [Operational Need]**

Information Technology

- In collaboration with the Finance Department and Human Resources (HR) Division as well as other key stakeholders, complete the implementation, testing, and training for a new Human Resources Information and Payroll System **LEAD DEPARTMENTS – HR and Finance [Council Priority – Financial Stability]**
- Provide IT consultation regarding Measure O projects **[Council Priority – City Infrastructure]**
- Camera Deployments throughout the City in collaboration with the Police Department and Public Works **[Operational Need]**
- Work with the City Clerks Department to replace the Agenda Management Software and integrate with live streaming and TV broadcasting **[Operational Need]**
- Setup Security Operation Center for the City to improve and strengthen security measures. **[Operational Need]**
- Replace 25% of antiquated desktop computers **[Operational Need]**
- Upgrade the City’s data repository (Laserfiche) **[Operational Need]**
- Continue public meeting recording and management **[Operational Need]**
- Replace public meeting video and recording systems **[Operational Need]**
- PD - Upgrades related to DOJ mandates (NIBRS) **[Operational Need]**

Economic Development

- Begin Implementation of the City’s 2024 Economic Development Plan, including website improvements, creating a business guide, conducting outreach with brokers, and collaborating with the business stakeholders on upcoming events **[Council Priority - Financial Stability]**
- Begin work on potential branding and promotion of Dell / McGlincy area, including outreach and survey of existing businesses **[Council Priority- Financial Stability]**

- Work to leverage regional “mega events” such as the Super Bowl and World Cup for the benefit of Campbell business community **[Council Priority- Financial Stability]**

City Clerk's Office

- Carry-forward from prior years - Comprehensive review of citywide records; coordinating and implementing a revised records retention schedule and procedures **[Operational Need]**
- Implement, test, and train departments for new agenda management software **[Operational Need]**

Community Development

Administration

- In coordination with the Finance Department, City Council, key stakeholders, and outside consultants (as needed), develop funding strategies and options to support Housing Element programs **LEAD DEPARTMENTS - Community Development and Finance [Council Priorities – Long-Term Land Use Planning and Housing and Financial Stability]**
- Upgrade permit tracking system to create greater efficiencies and increase performance in permit processing including establishing and tracking metrics for permit processing and inspections **[Operational Need]**
- Complete scanning, indexing, and migration of all Department documents and records into Laserfiche **[Operational Need]**
- Explore Artificial Intelligence (AI) Tools to support Department operations and improve Customer Service **[Operational Need]**

Policy Development

- Continue preparation of a Citywide Climate Action Plan **[Council Priority – Sustainability]**
- In coordination with the Public Works Department, start preparation of Hamilton Avenue Precise Plan **[Council Priority – Long-Term Land Use Planning and Housing]**
- Support the Recreation and Community Services and Public Works Departments to prepare a Citywide Parks and Recreation Facilities Master Plan **[Council Priority – Long-Term Land Use Planning and Housing]**
- In coordination with the Public Works Department, start preparation of a Citywide Multimodal plan with bicycle and pedestrian improvements **[Council Priority – Long-Term Land Use Planning and Housing]**
- Complete updates to the City’s Multifamily Residential Development and Design Standards (MFDDS) – **[Council Priority – Long-Term Land Use Planning and Housing]**
- Complete updates to the City’s Historic Preservation Ordinance and Mills Act Program **[Council Priority – Long-Term Land Use Planning and Housing]**

Current Planning

- Create checklists and ordinance code updates for streamlining CEQA review of development projects consistent with the 2040 General Plan **[Council Priority – Long-Term Land Use Planning and Housing]**
- Implement annual code updates to comply with new state laws, address community issues (beekeeping), and implement permit streamlining to meet the city's economic development goals. **[Council Priority – Long-Term Land Use Planning and Housing]**

Building

- In coordination with HR, establish a technical training plan for permit center and building inspection staff as required by state law **LEAD DEPARTMENT – City Manager's Office/HR [Operational Need]**
- Complete integration of Code Enforcement with the Building Division processes to address violations **[Operational Need]**

Housing Assistance

- Implement BMR Housing program improvements as identified in Housing Program audit in association with Housing Element implementation **[Council Priority – Long-Term Land Use Planning and Housing]**
- Prepare Ordinances to implement State Laws (SB 10 & 684) addressing missing middle housing **[Council Priority – Long-Term Land Use Planning and Housing]**
- Conduct outreach to increase community awareness of housing assistance programs available in Campbell, including resources to support development of ADU's **[Council Priority – Long-Term Land Use Planning and Housing]**
- Pursue Pro-Housing Designation from State Housing and Community Development **[Council Priority – Long-Term Land Use Planning and Housing]**
- Pursue programs and actions that preserve existing affordable housing units that will convert to market rate housing by 2026 **[Council Priority – Long-Term Land Use Planning and Housing]**
- Continue administration of homeless support programs including hotel voucher and safe park programs. Additionally, collaborate with the County and other West Valley cities in establishing temporary housing programs to support the West Valley unhoused population **[Council Priority – Long-Term Land Use Planning and Housing]**
- Begin initial work on establishing a potential Housing Commission **[Council Priority – Long-Term Land Use Planning and Housing]**

Finance

- In coordination with Legal Services, City Manager's Office and outside counsel, provide support in the representation of the City in the Measure K litigation **LEAD DEPARTMENT – CITY MANAGER'S OFFICE [Council Priority - Financial Stability]**

- In partnership with the City Council and all City departments, develop and implement plans on how to most effectively and efficiently utilize Measure K funding should the City receive a favorable outcome on recent litigation challenging the measure **LEAD DEPARTMENTS – City Manager’s Office and Finance Department [Council Priority – Financial Stability]**
- Analyze and update current Reserve Policies and develop new Reserve Policies (e.g., Infrastructure/Deferred Maintenance Reserve, Technology Reserve, Equipment and Vehicle Reserve, etc.) where necessary to ensure long-term fiscal stability; discussing with and receiving input from the Finance Subcommittee and the City Council as appropriate over the course of the development process **[Council Priority – Financial Stability]**
- Continue to develop strategies to systematically address Unfunded Pension Liabilities in the short- and long-term **[Council Priority – Financial Stability]**
- Using results of completed facilities condition assessment, continue to collaborate with the Public Works and Recreation and Community Services Departments to prepare capital projects to address Citywide deferred maintenance issues in future Capital Improvement Plans (CIP) **LEAD DEPARTMENT - Public Works [Council Priority – Financial Stability]**
- In coordination with the Community Development Department, City Council, key stakeholders, and outside consultants (as needed), continue to develop funding strategies and options to support Housing Element programs **LEAD DEPARTMENTS - Community Development and Finance [Council Priorities – Long-Term Land Use Planning and Housing and Financial Stability]**
- Given Government Finance Officer Association (GFOA) best practices, develop and publish a Request for Proposal (RFP) for external audit services; recommending a preferred firm for Finance Subcommittee and Council consideration and then onboarding the chosen firm **[Operational Need]**
- In collaboration with the Human Resources and IT Departments, work to stabilize the NEOGOV HR and Payroll system to ensure that all installed modules are functioning properly and provide accurate and timely employee and City vendors payments. Also implement any remaining modules as needed and as staff bandwidth allows **LEAD DEPARTMENT - Finance [Operational Need]**

Legal Services

- Coordinate Measure K litigation with outside counsel **[Council Priority – Financial Stability]**
- Review Community Development Department’s updates to the City’s Multifamily Residential Development and Design Standards (MFDDS) – **[Council Priority – Long-Term Land Use Planning and Housing]**
- Review Community Development Department’s updates to the City’s Historic Preservation Ordinance and Mills Act Program **[Council Priority – Long-Term Land Use Planning and Housing]**
- Work with Community Development and Public Works to finish update of Subdivision Ordinance **[Council Priority - Long-Term Land Use Planning and Housing]**
- Provide support on implementation of Measure O **[Council Priority – City Infrastructure]**

- Assist City Clerk with revised records retention schedule and procedures **[Operational Need]**
- Assist Community Development with/review Citywide Climate Action Plan **[Council Priority – Sustainability]**
- Review Hamilton Avenue Precise Plan **[Council Priority – Long-Term Land Use Planning and Housing]**
- Review Community Development Department’s annual code updates to comply with new state laws and implement streamlining to meet the city’s economic development goals **[Operational Need]**
- Review Community Development Department ordinances to implement State Laws (SB 10 & 684) addressing missing middle housing **[Council Priority – Long-Term Land Use Planning and Housing]**

Police

- Implement new technologies including upgrades to existing Computer Aided Dispatch (CAD) system, expansion of the Real Time Information Center (RTIC) and public safety/ALPR cameras, and Next Generation 911 **[Council Priority – Community Health and Safety]**
- Recruit and hire qualified candidates for vacancies and upcoming retirements **[Council Priority – Community Health and Safety]**
- Coordinate with Public Works on the completion and occupancy of the new police building, including decisions related to FF&E, public safety technology and IT infrastructure, and department-wide move-in planning to ensure operational readiness **[Council Priority – City Infrastructure]**

Public Works

Administration

- Manage Measure O capital projects in collaboration with City Manager’s Office; overseeing construction contracts and associated project budgets **LEAD DEPARTMENTS – City Manager’s Office [Council Priority – City Infrastructure]**
- Represent Campbell in long range regional transportation planning efforts - Envision Silicon Valley and Plan Bay Area 2050 process **[Council Priority - Long-Term Land Use Planning and Housing]**
- Administer grant funds and associated reporting requirements **[Council Priority – Financial Stability]**
- Partner with Valley Water to execute a cost share agreement to repair the outfall at Los Gatos Creek at the County Park **[Council Priority – Community Health & Safety]**

Transportation Engineering

- Review and consider revisions to the City’s Traffic Calming Policy **[Council Priority – Community Health and Safety]**
- Manage, design, and implement traffic calming improvements **[Council Priority – Community Health and Safety]**

- Manage, design, and implement bicycle and pedestrian enhancements and safety improvements **[Council Priority - Long-Term Land Use Planning and Housing]**
- Manage Safe Routes to School Maps Project **[Council Priority – Community Health and Safety]**
- Manage Hamilton Avenue/State Route 17 Bicycle Overcrossing Feasibility Study **[Council Priority - Long-Term Land Use Planning and Housing]**
- Manage Comprehensive Traffic Safety Action Plan Project **[Council Priority – Community Health and Safety]**
- Finalize recommendations and complete report for the Citywide Quinquennial (Five-Year) Speed Zone Surveys Project **[Council Priority – Community Health and Safety] (Resources – Internal Staff Time)**
- Support the Community Development Department in the preparation of the Citywide Multi-Modal Plan **[Council Priority - Long-Term Land Use Planning and Housing]**
- Support the Community Development Department in the preparation of the Campbell Climate Action and Adaptation Plan by providing transportation expertise **[Council Priority – Sustainability]**
- Apply for and manage grant funds as provided through VTA and other granting agencies **[Council Priority – Financial Stability]**

Engineering

- Implement the Annual Street Maintenance Program **[Council Priority – Financial Stability]**
- Manage construction of the Hamilton Avenue Resurfacing project **[Operational Need]**
- Manage and implement all other approved Capital Improvement Projects **[Operational Need]**
- Continue update of City Standard Details and Technical Specifications for Public Works Construction **[Operational Need]**
- Review applications and issue permits for wireless facilities/small-cell wireless projects in the public right-of-way **[Operational Need]**
- Review encroachment permit applications and issue permits for construction within the public right-of-way **[Operational Need]**
- Perform field inspections of construction operations within the public right-of-way **[Operational Need]**
- Maintain streetlight inventory and assist with street lighting needs for projects **[CIP Support]**
- In coordination with the Recreation and Community Services Departments, prepare a Citywide Parks and Recreation Facilities Master Plan **[Council Priority – Long-Term Land Use Planning and Housing]**

Land Development

- Review development proposals for compliance with the reissued Storm Water Municipal Regional Permit (MRP 3.0), including necessary updates to the Green Infrastructure Plan **[Council Priority – Long-Term Land Use Planning and Housing]**

- Review and approve land development projects for compliance with City policies adopted plans, and City standard plans and details, and identify associated improvements on public rights-of-way **[Operational Need]**
- Support the Community Development Department in the preparation of the Hamilton Avenue Precise Plan / Public Improvement Plan **[Operational Need]**
- Manage East Campbell Avenue Plan Line project **[Operational Need]**

Maintenance

- Complete all approved Capital Improvement Projects for City facilities improvements including installation of new boiler for the Campbell Community Center Building A **[Council Priority – Sustainability]**
- Complete preventative maintenance work in Maintenance Zones 3&4, including the removal and replacement of displaced sidewalks, curb and gutter and structural tree trimming in the public right-of-way **[Council Priority – Community Health and Safety]**
- Complete installation of new Tesco Battery Backup Systems in all 43 signalized intersections **[Council Priority – Community Health and Safety]**
- Implement water conservation strategies including turf and irrigation controller upgrades for the Community Center and sports fields **[Council Priority – Sustainability]**
- Support volunteer events such as Keep America Beautiful and Campbell Garage Sale **[Operational Need]**
- Manage vehicle and equipment purchases and leasing agreements **[Operational Need]**
- Complete replacement of one diesel-powered heavy-duty trucks with gasoline powered vehicles to meet EPA Tier 4 motor requirements **[Operational Need]**
- Complete asphalt repairs, seal coating, and striping for the Campbell Community Center Parking Lot **[Operational Need]**
- Complete Annual Crack Seal Project **[Operational Need]**
- Complete installation of Calsense Irrigation Controllers for John D Morgan Park and Jack Fischer Park **[Operational Need]**
- Create a proposed schedule of repairs and replacements for City-owned assets as outlined in the City's Asset Inventory Report **[Council Priority – Financial Stability]**

Environmental

- Support the Community Development Department in the preparation of the Campbell Climate Action and Adaptation Plan by providing solid waste, stormwater, and water conservation expertise **[Council Priority - Sustainability]**
- Coordinate and support efforts to implement the requirements of SB 1383 **[Council Priority - Sustainability]**
- Provide support to the Solid Waste Management Authority when implementing the new solid waste hauler agreement and associated requirements **[Council Priority - Sustainability]**
- Coordinate and support the Planning and Building Divisions with trash enclosure plan reviews, project waste management plans, and the implementation of the newly updated construction and demolition program **[Council Priority - Sustainability]**

- Provide support to the West Valley Clean Water Authority when implementing the regional stormwater MRP 3.0 **[Council Priority - Sustainability]**
- Coordinate and support the West Valley Clean Water Authority and Campbell Street Division with the installation of full trash capture devices for State Water Board compliance **[Council Priority - Sustainability]**

Measure O – City Manager’s Office

- Complete construction phase for both Police and Library buildings **[Council Priority – City Infrastructure]**
- Manage the construction contracts for both the Library and Police Building projects, including change order management and contract administration **[Council Priority – City Infrastructure]**
- Implement Civic Center site staging plan to accommodate City Hall customers and employee parking **[Council Priority – City Infrastructure]**
- Provide support to the Citizens’ Oversight Committee **[Council Priority – City Infrastructure]**
- Provide Civic Center off-site improvements such as the gravel lot and surrounding sidewalks, pending available funding **[Council Priority – City Infrastructure]**

Recreation and Community Services

Administration

- Develop a centralized repository of local events and volunteer-based recreational opportunities in collaboration with community organizations to enhance public access, engagement, and participation **[Council Priority – Community Health and Safety]**
- Launch a Healthy Living Initiative focused on promoting nutrition education, encouraging active lifestyles and supporting overall community health through programs, workshops and events in partnership with other local groups **[Council Priority – Community Health and Safety]**
- Implement and promote a city-wide Drug and Smoke Free Initiative through partnerships to create healthier, safer public park spaces and recreational environments **[Council Priority – Community Health and Safety]**
- Identify potential partnerships to expand and diversify program offerings, enhance resources and better meet the evolving recreational and wellness needs of the community **[Council Priority – Community Health and Safety]**
- Develop content for a historical reference exhibit for the new Campbell Library **[Operational Need]**

Museum

- Increase accessible searchable Museum collection records by 5% **[Operational Need]**



*City
Council
Report*

Item: 17
Category: NEW BUSINESS
Meeting Date: June 3, 2025

TITLE: Approval of Plans and Specifications, Authorization to Solicit Bids, Award and Approve Contract, and Other Associated Actions for the Hamilton Avenue Rehabilitation and Complete Street Project (23-BB) (Resolution/Roll Call Vote)

RECOMMENDED ACTION

That the City Council adopt a resolution: 1) approving the Plans and Specifications for the Hamilton Avenue Rehabilitation and Complete Streets Project (23-BB), 2) authorizing the solicitation of bids; 3) awarding and approving the subsequent construction contract to the lowest, responsive bidder, in an amount not to exceed \$12,772,800, plus a 10% contingency of \$1,277,200; 4) authorizing the City Manager to execute said contract as specified in Campbell Municipal Code Section 3.20.100; and 5) authorizing the City Engineer to negotiate and execute contract change orders up to and within the allocated construction contingency; 6) authorizing the Public Works Director to reject bids and rebid the project, should bids received have unamenable irregularities; 7) authorizing the Finance Director to perform associated budget adjustments; and 8) approving Cost Share Agreements with the County of Santa Clara and City of San Jose and authorizing the City Manager to enter into said agreements.

BACKGROUND

The City monitors and manages its street inventory using StreetSaver, an on-line pavement management tool created by Bay Area Metropolitan Transportation Commission (MTC). Streets are measured by a rating system known as Pavement Condition Index (PCI) ranging from 0 to 100 with 100 for a newly paved road to 0 (zero) for a structurally failed street. Hamilton Avenue is among the 94 centerline miles of streets in Campbell that are tracked in this system. Currently, StreetSaver shows PCI as low as 28 for portions of Hamilton Avenue, with some portions rating between 30 and 50. The only exceptions are portions of Hamilton Avenue west of Marathon Avenue with PCIs between 67 and 80, where an asphalt concrete overlay was installed around 2014. Based on the overall pavement condition, Hamilton Avenue needs to be rehabilitated.

Hamilton Avenue is a major arterial that runs approximately 2.8 miles from its western limits west of Phoenix Drive to its eastern limits at Hurst Avenue. Hamilton Avenue abuts San Jose at each end and serves business establishments, major shopping

centers, VTA light rail station, an intersection with San Tomas Expressway, on and off ramps for Highway 17, single family homes and multi-unit apartments.

The design of the project required a joint effort by staff and consultant services. In November 2023, the Council adopted Resolution No. 13073, awarding the consultant services agreement to BKF Engineers to perform pavement analysis and roadway design. The final Plans and Specifications for the Hamilton Avenue Rehabilitation and Complete Street Project (23-BB) are now complete and can be viewed online [here](#).

DISCUSSION

Hamilton Avenue has varying pavement conditions and requires different pavement treatments. These treatments range from slurry seals to asphalt concrete overlays. In some sections, a technique called Cold-In-Place Recycling (CIR) will be used prior to the installation of asphalt concrete overlay. This technique grinds up existing asphalt, rejuvenates it with additives, and then recompacts it in place. Recycling the old asphalt with CIR is cost-effective, and environmentally friendly.

The daily working hours for this project are 8:00 am to 4:30 pm. Varying start times may be implemented as needed to minimize traffic impacts due to morning commute hours. Nighttime work may also be required at freeway on and off ramp locations. The contractor will be required to submit for approval a paving plan that details the sequence of work, work hours, and traffic control.

In compliance with American with Disabilities Act (ADA), the project includes installation of new or upgraded ADA compliant curb ramps at 43 street corners along the corridor. The County's intersection of Hamilton Avenue and San Tomas Expressway and San Jose's intersection of Hamilton Avenue and Bascom Avenue are not included in the project due to future planned work by the respective agencies.

Additionally, the City collected contributions from two land development projects which were conditioned to install ADA curb ramps at the southeast corner of Hamilton Avenue and Salmar Avenue, and at the southeast corner of Hamilton Avenue and Bascom Avenue. These ADA curb ramps will be constructed as part of Project 23-BB.

Bicycle Lane Improvements

Hamilton Avenue is a major arterial with Class II bikeways (bike lanes) along most of its length. The project will close gaps between existing bike lanes wherever feasible, install green bike lanes at conflict points such as approaches to signalized intersections, and create striped buffers alongside bike lanes where sufficient street width exists. However, several key intersections and sections of Hamilton Avenue lack adequate roadway width to accommodate bike facilities, including Winchester Boulevard, Leigh Avenue and Highway 17 overcrossing.

The on-street parking on the south side of Hamilton Avenue from Milton Avenue to Dunster Drive, and Bascom Avenue to Hurst Avenues will be converted into buffered

bike lanes to provide additional protection for cyclists. Although parking demand exists in these sections, nearby parking opportunities also exist for residents. Conversely, a section on the north side of Hamilton Avenue from Eden Avenue to Winchester Boulevard will have a gap in the bicycle network due to high demand for on-street parking - no alternative nearby parking supply is available. Parking occupancy surveys were conducted in 2023 and 2024.

In July of 2024, project flyers were sent to property owners affected by the elimination of on-street parking. Staff followed up with meetings with various property owners. Most were in support of the new bicycle facilities provided by the project. Frequently Asked Questions (FAQ) regarding the proposed removal of on-street parking is published on the City's website, <https://www.campbellca.gov/1299>.

Early in the design phase, staff solicited feedback from the City's Bicycle & Pedestrian Advisory Committee (BPAC). The BPAC shared input on the design of the bicycle lanes and ultimately gave their support for the project.

Cost Share Agreements

County of Santa Clara (County) – Hamilton Avenue, in the vicinity of San Tomas Expressway is within the County's jurisdiction. The County's right-of-way is located approximately 156 linear feet westerly and 113 linear feet easterly of the centerline of San Tomas Expressway. To take advantage of the project's economy of scale and to minimize construction impact to the public, the County indicated an interest in the City to include pavement improvements and other associated repairs in County jurisdiction as part of Project 23-BB. The County's share of the cost is estimated to be \$217,820. Adding a 10% construction contingency and a 10% administration cost, the total amount the County would be responsible for is \$263,600. An agreement has been prepared for the Council's review and approval.

City of San Jose (San Jose) – City of San Jose owns portions of pavement along the north side of Hamilton Avenue between Bascom Avenue and just east of Greylands Drive. Like the County, San Jose also indicated interest for the City to include pavement improvements along portions of Hamilton Avenue in San Jose's jurisdiction. The work is estimated to be \$331,270 plus a 10% construction contingency and 10% administrative cost for a total amount of \$400,900 of which would be the responsibility of San Jose. An agreement has been prepared for the Council's review and approval.

Project Schedule

Since the project includes federal funds (Community Project Funded / Congressionally Directed Spending (CPFCDs) Program) administered by Caltrans, the Plans and Specifications approved by the City Council will be sent to Caltrans. This step is required to obtain the Request for Authorization to Proceed - compliance requirement with Caltrans' Local Assistance Procedure. Advertising of bids can only proceed after Caltrans grants the request.

The following is the anticipated schedule:

Approval of Final Plans and Specifications	June 3, 2025
Caltrans Approval	July 2025
Advertise for Bids	July 2025
Opening of Bids & Award Contract	August 2025
Construction Begins	September 2025
Construction Ends	June 2026

FISCAL IMPACT

A multi-pronged funding approach is utilized to deliver the Hamilton Avenue Rehabilitation project, including the allocation of funding from four years of Annual Street Maintenance and Road Maintenance and Rehabilitation Account (RMRA) sources. For instance, City Council adopted resolutions for the past three fiscal years (2023 - 2025) to dedicate RMRA a.k.a. SB1 funds to Project 23-BB with the fourth and final allocation (FY2026) being made at its May 20, 2025, council meeting.

In addition to SB1 gas tax, Annual Street Maintenance is comprised of funds from many other sources including local funds (CIPR), vehicle impact fees (VIF), Santa Clara County vehicle registration fees (VRF), and 2016 Santa Clara County Measure B (Measure B). A couple of additional grants are also available to support Project 23-BB. They are the Bay Area Air Quality Management District’s (BAAQMD) and Transportation Fund for Clean Air (TFCA) grant. Measure B, VRF, and SB1 are based on estimated funds and are subject to fluctuation, i.e., actual revenues received by the City may differ each year. The Source of Funds table below reflects the adjusted figures from Measure B, VRF, and SB1. Staff actively monitor the actual source amounts and make adjustment as needed to reconcile the numbers.

A one-time federal grant from the CPFCDs Program in the amount of \$500,000 was awarded to this project through a nomination by former Congresswoman Anna Eshoo (CA-16). The program is part of the Infrastructure Investment and Jobs Act (IIJA) passed into law in 2021 to support specific community projects as part of the annual appropriations process.

Other funding sources include possible utility adjustment reimbursements, cost sharing agreements with the County of Santa Clara and with the City of San Jose, and contributions collected from land development projects conditioned to construct public improvements (ADA curb ramps and spot island) within the project limits at the southeast corner of Bascom Avenue in the amount of \$30,000 and at southeast corner of Salmar Avenue in the amount of \$10,000.

The anticipated Source and Use of Funds for the project is as follows:

SOURCE OF FUNDS

	Adopted Budget*	Adjustment	Updated Budget

CIPR (local)	\$800,000		\$800,000
VIF (Building & Garbage)	\$3,223,000		\$3,223,000
VRF	\$860,000	\$209,500	\$1,069,500
Measure B	\$3,188,000	\$710,400	\$3,898,400
SB1	\$4,119,000	\$323,100	\$4,442,100
Project Carryover from 22-BB	\$938,200		\$938,200
TDA (FY22/23 and FY23/24)	\$91,400		\$91,400
CPFCDS and TFCA		\$618,000	\$618,000
Utility Reimbursement		\$339,000	\$339,000
Cost Share Agreement with County of Santa Clara		\$263,600	\$263,600
Cost Share Agreement with City of San Jose		\$400,900	\$400,900
Funds from Land Development Projects		\$40,000	\$40,000
TOTAL	\$13,219,600	\$2,904,500	\$16,124,100

*includes FY23, FY24, FY 25 and FY26 Annual Street Maintenance allocations

USE OF FUNDS

	Amount
Design	\$1,342,100
Construction Engineering	\$732,000
Construction Contract & Contingency	\$14,050,000
TOTAL	\$16,124,100

The final engineer's estimate for the base total is estimated to be \$12,772,800. Adding a 10% construction contingency of \$1,277,200, the construction contract totals \$14,050,000.

Currently, the funding from FY2026 is not yet available, however, including the FY2026 Annual Street Maintenance allocation, the total source of funds for Project 23-BB is \$16,124,100. The contract award is scheduled for August 2025 after the adoption of the FY2026 budget and when funds will be available.

The proposed resolution has been prepared for: 1) approving the Plans and Specifications for the Hamilton Avenue Rehabilitation and Complete Street Project (23-BB), 2) authorizing the solicitation of bids; 3) awarding and approving the subsequent construction contract to the lowest, responsive bidder, in an amount not to exceed \$12,772,800, plus a 10% contingency of \$1,277,200; 4) authorizing the City Manager to execute said contract as specified in Campbell Municipal Code Section 3.20.100; and 5) authorizing the City Engineer to negotiate and execute contract change orders up to and within the allocated construction contingency; 6) authorizing the Public Works Director to reject bids and rebid the project, should bids received have unamenable irregularities; 7) authorizing the Finance Director to perform associated budget

adjustments; 8) approving Cost Share Agreements with the County of Santa Clara and City of San Jose and authorizing the City Manager to execute said agreements.

ALTERNATIVES

Do not approve the Project Plans and Specifications and direct staff to re-scope the Project.

Prepared by:



Fred Ho, Senior Civil Engineer

Reviewed by:



Amy Olay, Interim Public Works Director

Approved by:



Brian Loventhal, City Manager

Attachment:

- a. Resolution
- b. City of San Jose Cost Sharing Agreement
- c. Santa Clara County Cost Sharing Agreement
- d. Budget Adjustment

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL
APPROVING PLANS AND SPECIFICATIONS, AUTHORIZING SOLICITATION OF
BIDS, AWARDING AND APPROVING CONTRACT, AND OTHER ASSOCIATED
ACTIONS FOR HAMILTON AVENUE REHABILITATION AND COMPLETE STREET
PROJECT (23-BB)**

WHEREAS, StreetSaver shows Pavement Condition Index along portions of Hamilton Avenue ranging from as low as 28 to as high as 80; and

WHEREAS, Hamilton Avenue, a major arterial that runs approximately 2.8 miles from its western limits west of Phoenix Drive to its eastern limits at Hurst Avenue needs to be rehabilitated; and

WHEREAS, the City has appropriated funds from multiple years of Annual Street Maintenance Program into a single project, the Hamilton Avenue Rehabilitation and Complete Street Project (23-BB); and

WHEREAS, the Council adopted Resolution No. 13073 in November 2023 awarding the consultant services agreement to BKF Engineers; and

WHEREAS, Hamilton Avenue has varying pavement conditions and would require different pavement treatments; and

WHEREAS, the final Plans and Specifications for the Hamilton Avenue Rehabilitation and Complete Street Project (23-BB) are now complete; and

WHEREAS, the contractor will submit for approval a paving plan that details the sequence of work, work hours, and traffic control that satisfy all encroachment permit conditions; and

WHEREAS, in compliance with ADA, the project includes installation of new or upgrades to 43 street corners along the corridor; and

WHEREAS, the City collected contributions from two land development projects which were conditioned to install ADA curb ramps at the southeast corner of Hamilton Avenue and Salmar Avenue, and at the southeast corner of Hamilton Avenue and Bascom Avenue;

WHEREAS, the project will close gaps between existing bike lanes wherever feasible, install green bike lanes at conflict points such as approaches to signalized intersections, and create striped buffers alongside bike lanes where sufficient street width exists; and

WHEREAS, several key intersections and sections of Hamilton Avenue lack adequate roadway width to accommodate bike facilities, including Winchester Boulevard, Leigh Avenue and Highway 17 overcrossing; and

WHEREAS, the City's Bicycle & Pedestrian Advisory Committee (BPAC) provided their input and support for the proposed bicycle lanes included in the project; and

WHEREAS, the County of Santa Clara and the City of San Jose want to take advantage of the project’s economy of scale and to minimize construction impact to the public, have requested inclusion of their pavement rehabilitation and other associate repairs as part of the project; and

WHEREAS, a multi-pronged funding approach is utilized to deliver the Hamilton Avenue Rehabilitation Project, including the allocation of funding from four years of Annual Street Maintenance (FY23 – 26); and

WHEREAS, Annual Street Maintenance is comprised of funds from many sources including local funds Capital Improvement Program Reserve (CIPR), vehicle impact fees (VIF), Santa Clara County vehicle registration fees (VRF), 2016 Santa Clara County Measure B (Measure B), and Road Maintenance and Rehabilitation Account (RMRA); and

WHEREAS, the estimated amounts from Measure B, VRF, and SB1 in the Capital Improvement Program (CIP) are subject to fluctuation, the actual revenues received by the City may differ each year; and

WHEREAS, Project 23-BB is also funded by grants including the Bay Area Air Quality Management District’s (BAAQMD), Transportation Fund for Clean Air (TFCA) grant and a one-time federal grant from the Community Project Funded / Congressionally Directed Spending (CPFCDs) Program.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Campbell hereby 1) approves the Plans and Specifications for the Hamilton Avenue Rehabilitation and Complete Street Project (23-BB), 2) authorizes the solicitation of bids; 3) awards and approves the subsequent construction contract to the lowest, responsive bidder, in an amount not to exceed \$12,772,800, plus a 10% contingency of \$1,277,200; 4) authorizes the City Manager to execute said contract as specified in Campbell Municipal Code Section 3.20.100; and 5) authorizes the City Engineer to negotiate and execute contract change orders up to and within the allocated construction contingency; 6) authorizes the Public Works Director to reject bids and rebid the project, should bids received have unamenable irregularities; 7) authorizes the Finance Director to perform associated budget adjustments.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Campbell hereby approves Cost Share Agreements with the County of Santa Clara and City of San Jose and authorizing the City Manager to execute said agreements.

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

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

Attachment: Resolution (Hamilton Avenue Rehabilitation and Complete Street Project Approvals)

APPROVED:

Sergio Lopez, Mayor

ATTEST:

Andrea Sanders, City Clerk

Attachment: Resolution (Hamilton Avenue Rehabilitation and Complete Street Project Approvals)

**AGREEMENT
BETWEEN
THE CITY OF CAMPBELL
AND
THE CITY OF SAN JOSE
FOR THE STREET RESURFACING OF HAMILTON AVENUE FROM THE CITY LIMIT
LINE AT BASCOM AVENUE TO APPROXIMATELY 93' EAST OF THE NORTHEAST
CURB RETURN AT THE INTERSECTION WITH GREYLANDS DRIVE TO THE CITY
LIMIT LINE**

This Agreement (herein "Agreement") is made and entered into this ___ day of _____, 2025, (herein the "Effective Date") by and between the City of Campbell, a California municipal corporation (herein "CAMPBELL"), and the City of San Jose, a chartered municipal corporation (herein "SAN JOSE"). CAMPBELL and SAN JOSE may be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS:

- A. CAMPBELL'S Pavement Management Program determines which streets are included in CAMPBELL'S Annual Street Maintenance project. In 2025, the Annual Street Maintenance Project 23-BB: Hamilton Avenue Rehabilitation and Complete Street (herein "Project 23-BB") will resurface the entire length (approximately 2.8 miles) of Hamilton Avenue from its western city limits near Phoenix Drive to the eastern city limits at Hurst Avenue; and
- B. Project 23-BB lies within the limits of both SAN JOSE and CAMPBELL. The portion of Hamilton Avenue that is within SAN JOSE limits begin at the northeast corner of Hamilton Avenue and Bascom Avenue, from the northern most nose of the traffic spot island to approximately 19 linear feet east to the lip of gutter to approximately 93 linear feet east of the northeast corner curb return of the intersection with Greylands Drive to 24 linear feet south on Hamilton Avenue, to approximately 1274 linear feet west (back to the northeast corner of Hamilton/Bascom), to 37 linear feet north on Bascom Avenue, closing at 12 linear feet east at the northern most nose of the traffic spot island as shown in Exhibit A – Location Map; and
- C. CAMPBELL approached SAN JOSE regarding the resurfacing of said portion of Hamilton Avenue located within SAN JOSE's jurisdiction; and
- D. SAN JOSE requested CAMPBELL to include in Project 23-BB the recommended pavement maintenance treatment of (2" asphalt concrete grind, 2.5" cold in place recycling, and 2" hot mix asphalt concrete overlay) and other associated work be performed within SAN JOSE's jurisdiction herein referred to as PROJECT; and
- E. The scope of work for PROJECT, Exhibit B – Scope of Work, is attached hereto and incorporated by reference. The PROJECT includes milling and filling of asphalt concrete road sections, performing asphalt concrete digout repair, installing ADA compliant ramps at northeast corner of Hamilton Avenue and Bascom Avenue and at northwest corner of

Hamilton Avenue and Greylands Drive, pedestrian and bicycle pavement stripings and pavement markings, and other incidentals including mobilization and traffic control; and

- F. SAN JOSE agreed to pay for work pursuant to this Agreement for said portion of Hamilton Avenue; and
- G. The cost estimate for PROJECT, Exhibit C – Engineer’s Estimate, prepared by CAMPBELL and accepted by SAN JOSE, is attached hereto and incorporated by reference; and
- H. SAN JOSE has committed up to FOUR HUNDRED THOUSAND AND NINE HUNDRED DOLLARS (\$400,900) for the PROJECT and CAMPBELL has agreed to undertake the environmental review, permitting, construction, and construction inspection/material testing of the PROJECT, subject to the terms and conditions of this Agreement; and
- I. The contractor (herein “CONTRACTOR) who submits the lowest responsive and responsible bid in compliance with all the requirements prescribed in the Contract Documents and is awarded the contract for Project 23-BB will perform and construct the PROJECT; and
- J. CAMPBELL and SAN JOSE mutually desire to set forth the terms and conditions of the design and construction of PROJECT, and its cost, to be accomplished within the scope of this Agreement; and
- K. It is in the public interest for CAMPBELL and SAN JOSE to complete PROJECT in a cooperative and economical manner by constructing the portion of PROJECT within CAMPBELL and the portion of PROJECT within SAN JOSE at the same time under a single construction contract as further described in and subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the above referenced recitals and the following mutual covenants, agreements and obligations of the Parties, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, CAMPBELL and SAN JOSE agree as follows:

AGREEMENT PROVISIONS

1. RIGHT TO ACCESS:

SAN JOSE hereby authorizes CAMPBELL and its consultants, engineers, contractors (including but not limited to the Contractor), subcontractors, employees, representatives, and agents to enter upon the said portion of Hamilton Avenue located within and maintained by SAN JOSE and described in the Construction Documents as part of the Project 23-BB, for the purposes and upon the terms and conditions described in this Agreement.

2. PROJECT DESCRIPTION:

The location for the PROJECT is the portion of Hamilton Avenue that is within SAN JOSE limits begin at the northeast corner of Hamilton Avenue and Bascom Avenue, from the northern most nose of the traffic spot island to approximately 19 linear feet east to the lip of gutter to approximately 93 linear feet east of the northeast corner curb return of the intersection with Greylands Drive to 24 linear feet south on Hamilton Avenue, to approximately 1274 linear feet west (back to the northeast corner of Hamilton/Bascom), to 37 linear feet north on Bascom Avenue, closing at 12 linear feet east at the northern most nose of the traffic spot island as shown in Exhibit A – Location Map. Based on the pavement management system database maintained by CAMPBELL, the average pavement condition index of this portion of Hamilton Avenue is 35, as of November 2024.

Since CAMPBELL is resurfacing Hamilton Avenue within CAMPBELL’s jurisdiction with Project 23-BB, it is within the public’s interest to also resurface the portion of Hamilton Avenue within SAN JOSE’s jurisdiction to minimize impact to the public. CAMPBELL is including the resurfacing of that portion of Hamilton Avenue located within SAN JOSE’s jurisdiction as shown in Exhibit A – Location Map with the understanding that the SAN JOSE will pay for the PROJECT in the SAN JOSE’s jurisdiction under this Agreement.

Therefore, SAN JOSE will be responsible for 100% of the PROJECT cost as shown in Exhibit C – Engineer’s Estimate.

3. PROJECT COST:

As used in this Agreement, the term PROJECT cost(s) is defined to mean the actual amount paid to the CONTRACTOR for the PROJECT, under Project 23-BB, plus ten percent (10%) paid to CAMPBELL for engineering, construction management and other administrative services plus a ten percent (10%) construction contingency.

4. EXPRESS CONDITIONS PRECEDENT:

The following are express conditions precedent to CAMPBELL’s obligations to construct the PROJECT under this Agreement:

- A. The bids received by CAMPBELL for Project 23-BB (which includes, but is not limited to, the PROJECT) must be within CAMPBELL’s approved budget; and
- B. The contract for Project 23-BB must be awarded to a contractor and the contract (which includes and incorporated the Contract Documents) must be duly executed by CAMPBELL and such CONTRACTOR. CAMPBELL reserves the right to reject any or all bids.

5. CAMPBELL’S OBLIGATIONS:

CAMPBELL agrees as follows:

- A. To act as the lead agency to administer the design and construction of the PROJECT. Administration shall include preparation of plans, specifications, contract documents and engineer’s estimate; notification of local business; coordination with various agencies; preparation of all necessary environmental documents; obtaining permits; obtaining bids;

awarding the construction agreement; administering the construction agreement; providing materials control and inspection services; and making progress payments to CONTRACTOR.

- B. To provide SAN JOSE with a copy of the final Project 23-BB plans, specifications and Contract Documents for the PROJECT.
- C. To pay for 100% of the Construction Cost for Project 23-BB. The Construction Cost is defined as the actual amount paid to the CONTRACTOR under the construction agreement administered by CAMPBELL for the work described in this Agreement (“Construction Cost”). CAMPBELL shall pay CONTRACTOR for the full amount of the Construction Cost under CAMPBELL’s construction agreement with CONTRACTOR. SAN JOSE shall then pay CAMPBELL for SAN JOSE’s share of the PROJECT.
- D. To ensure any changes to the scope of work proposed by CAMPBELL or SAN JOSE that may increase the Construction Cost and each Party’s share beyond the amounts set forth in this Agreement shall be agreed in writing by both CAMPBELL and SAN JOSE prior to CAMPBELL authorizing its construction contractor to perform the work.
- E. To not authorize its CONTRACTOR to perform work which would result in any additional cost above and beyond the amounts as set forth in this Agreement without prior agreement and written approval from SAN JOSE.
- F. To cause CONTRACTOR to provide a warranty period of at least one (1) year from the date of Final Completion consistent with CAMPBELL’S public works construction Contract Documents.
- G. To require CONTRACTOR to carry adequate insurance, including commercial general liability insurance with contractual liability coverage, automobile liability insurance (any auto), and workers compensation and employer’s liability insurance, in accordance with applicable law and the Contract Documents.
- H. To cooperate with SAN JOSE should SAN JOSE raise any issues concerning CONTRACTOR’S work on the PROJECT in SAN JOSE jurisdiction that requires correction prior to acceptance or within the applicable warranty or guarantee period.
- I. CAMPBELL shall keep SAN JOSE apprised of current construction schedule, status, delays, and any disputes affecting the PROJECT.
- J. The designated project manager for CAMPBELL for the duration of the PROJECT is Fredrick Ho (phone number: 408-866-2156; email: fredh@campbellca.gov). CAMPBELL’s project manager shall have all the necessary authority to review, approve, and accept technical and professional work within the scope of the Agreement and shall serve as the principal point of contact with SAN JOSE. SAN JOSE may request documentation of such costs and may review the original invoices and weight certificates or request copies of same, which shall be provided within a reasonable time.

6. SAN JOSE’S OBLIGATION:

SAN JOSE agrees as follows:

- A. To provide CAMPBELL the design details and technical specifications for purpose of bidding and construction for the installation of ADA compliant curb ramps and ADA compliant truncated domes for the pedestrian passageway at the northeast corner of Hamilton Avenue and Bascom Avenue and ADA compliant curb ramp at the northwest corner of Hamilton Avenue and Greylands Drive.
- B. To pay CAMPBELL for 100% of the PROJECT cost up to a maximum amount of **FOUR HUNDRED THOUSAND and NINE HUNDRED DOLLARS (\$400,900)**. This maximum amount is set at approximately 10% above SAN JOSE's share of the project cost based upon the engineer's estimate. Project Delivery, considered as 10% of the Construction Cost for the purposes of this Agreement, is defined as engineering, construction management, and associated management and administrative services provided by CAMPBELL as lead agency for the PROJECT ("Project Delivery"). Parties understand that the costs contemplated under this agreement are based upon engineer's estimate and prior to CAMPBELL receiving bids for PROJECT, as set forth in Exhibit "B" – Scope of Work. The engineer's estimate, as set forth in Exhibit "C", includes a 10% construction contingency which is consistent with CAMPBELL's practice for award of public works construction contracts in which the construction contract is awarded to the lowest responsive and responsible bidder along with a 10% construction contingency as an allowance for potential contract change orders. The Parties acknowledge that the final SAN JOSE's construction cost will be based on amounts incurred by CAMPBELL for work on Hamilton Avenue located within SAN JOSE's jurisdiction. To the extent the SAN JOSE's construction cost needs to be modified by change order to the construction contract, CAMPBELL will notify SAN JOSE seven days in advance of the change order being executed.
- C. To provide review of cat-tracking for pavement stripings and pavement markings for the PROJECT.
- D. To ensure any changes to the scope of work proposed by CAMPBELL or SAN JOSE that may increase the Construction Cost and each Party's share beyond the above maximum amount shall be agreed in writing by both CAMPBELL and SAN JOSE prior to CAMPBELL authorizing CONTRACTOR to perform the work, and shall be documented by a written amendment to this Agreement.
- E. To pay its share of the PROJECT cost within forty-five (45) business days of receiving and approving the final detailed invoice from CAMPBELL, provided that the following conditions are met:
 - 1. PROJECT has been completed and SAN JOSE has approved the portion of the work in its jurisdiction. Acceptance by SAN JOSE shall be made in writing to CAMPBELL; and
 - 2. The final detailed invoice sets forth the cost of construction of all PROJECT work based on the actual contract unit prices paid and negotiated change order(s), if any; and

3. CAMPBELL shall invoice the SAN JOSE only one (1) time which shall occur after PROJECT construction has been completed and SAN JOSE has approved the portion of work in its jurisdiction, and this invoice shall be considered as the final detailed invoice for the PROJECT.

SAN JOSE may request documentation of its share of the PROJECT cost and may review the original invoices and weight certificates or request copies of same, which shall be supplied to SAN JOSE within a reasonable time. In the event SAN JOSE objects to any of the PROJECT costs set forth in the detailed invoice, SAN JOSE must notify CAMPBELL in writing no later than seven (7) business days after SAN JOSE receives the invoice. Such written notice must state the basis for SAN JOSE'S objection. Pending resolution of any such objection, SAN JOSE shall timely pay to CAMPBELL all undisputed amounts.

- F. The designated project manager for SAN JOSE for the duration of the PROJECT is Carl Mo (phone number: 408-794-7160; email carl.mo@sanjoseca.gov). SAN JOSE'S project manager shall have all the necessary authority to direct technical and professional work within the scope of the Agreement and shall serve as the principal point of contact with CAMPBELL.

7. **CHANGES AND CLAIMS:**

- A. Any changes to and/or claims on the PROJECT work shall be processed in accordance with the change order, extra work, and claims provisions of the Contract Documents, including, but not limited to CAMPBELL General Provisions Section 9-3 "Claims", Section 4-1.03 "Changes in the Work", Section 4-1.05 "Differing Site Conditions", and Section 9-3.02 "Notice of Potential Claim", and Section 9-2.07A "Final Payment". SAN JOSE shall be responsible for the costs of any changes, extra work and/or claims relating to the portions of the PROJECT. CAMPBELL shall be responsible for the costs of any changes, extra work and/or claims relating to the portions of Project 23-BB located within the jurisdiction of CAMPBELL.
- B. CAMPBELL will provide SAN JOSE with reasonable notice of any changes to the scope of work of the PROJECT that are beyond the PROJECT description identified in this Agreement and that may increase SAN JOSE's share of the PROJECT cost. The Parties will cooperate in good faith to approve or reject any such changes and develop and agree upon a funding plan for any approved changes.
- C. SAN JOSE has committed the amount of up to FOUR HUNDRED THOUSAND DOLLARS AND NINE HUNDRED (\$400,900) to CAMPBELL for the PROJECT consistent with this Agreement. The Parties mutually agree to cooperate in good faith to seek additional funding or to revise the scope of the PROJECT if the estimated PROJECT cost is higher than the funding committed by the Parties for their respective portions of the PROJECT.

8. TERM OF AGREEMENT:

- A. Unless otherwise modified by a written amendment to this Agreement, the term of this Agreement shall be two (2) years from the Effective Date or until PROJECT acceptance by both Parties and final payments of all outstanding balances, whichever is sooner.

9. OWNERSHIP AND MAINTENANCE:

- A. Upon completion of all work under this Agreement, ownership and title to all materials, equipment and appurtenances installed as a part of PROJECT within the City limits of CAMPBELL will automatically be vested in CAMPBELL, and all materials, equipment and appurtenances installed as a part of PROJECT within the jurisdiction limits of SAN JOSE will be vested in SAN JOSE, and no further agreement will be necessary to transfer ownership. The ownership of each Party's utility and storm drain facilities within PROJECT area that existed prior to PROJECT shall remain unchanged.
- G. This Agreement does not change any authority or responsibility between CAMPBELL and SAN JOSE with regard to maintenance, operation or further repair of streets and property within their respective jurisdictional limits.

10. CONTRACTOR SHALL BE AN INDEPENDENT CONTRACTOR:

Any contractor(s) hired by either Party to perform the work included in the PROJECT shall not be an agent or employee of either Party and will perform such work as independent contractor. All persons employed by or contracted with such contractor(s) to furnish labor and/or materials in connection with the work in PROJECT shall not be employees of either Party in any respect.

11. TERMINATION:

Once CAMPBELL has awarded the construction contract for the PROJECT, the Agreement can be terminated only upon the mutual written consent and terms acceptable to both Parties.

12. NO PLEDGING OF EITHER PARTIES CREDIT:

Under no circumstances shall either CAMPBELL or SAN JOSE have authority or power to pledge the credit of the other public entity or incur obligation in the name of the other public entity.

13. NO THIRD-PARTY BENEFICIARY:

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

14. AMENDMENTS:

This Agreement may only be amended or modified in writing, signed by a duly authorized representative of each of the Parties. Neither Party may assign this Agreement unless this Agreement is amended in writing in accordance with this Section.

15. NOTICES:

As used in this Agreement, notice includes but is not limited to the communication of notice, request, demand, approval, statement, report, acceptance, consent, and waiver. Whenever, under the terms of this Agreement, it becomes necessary, appropriate, or desirable for a Party to give notice to the other Party, said notice shall be in writing and shall be considered given when personally delivered or given or mailed by commercial overnight courier service or by registered or certified United States mail return receipt requested, with first class postage prepaid, addressed as follows:

To CAMPBELL: Fredrick Ho
Public Works Department
City of Campbell
70 N 1st Street
Campbell, CA 95008

To SAN JOSE: Carl Mo
Department of Transportation
City of San Jose
1404 Mabury Rd
San Jose, CA 95133

Any Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both.

16. SEVERABILITY CLAUSE:

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal, or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

17. ENCROACHMENT PERMITS:

Both Parties to this Agreement will cooperate and /or provide access to its consultants, engineers and contractors for the PROJECT in the jurisdictional boundaries of each Party. CONTRACTOR shall obtain street opening permit from SAN JOSE and SAN JOSE shall provide such a permit at no cost. CAMPBELL shall include SAN JOSE in all construction meetings, as appropriate, including the preconstruction meeting with CONTRACTOR and/or subcontractors.

18. HOLD HARMLESS/INDEMNIFICATION:

Neither of the respective Parties, employees, officers, agents and assigns shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the other party in connection with PROJECT.

It is understood and agreed that pursuant to California Government Code Section 895.4, the respective Parties shall fully indemnify and hold the other harmless from any liability imposed for injury (as defined in Government Code Section 810.8) by reason of anything done or omitted to be done by CAMPBELL or SAN JOSE in connection with any work, authority or jurisdiction delegated to the respective Party under this Agreement. This provision to hold harmless and indemnify shall apply to any activities, error or omission of the respective Party and/or the Party's officers, employees, agents, consultants or contractor or any person or entity acting or omitting to act for or on behalf of said CAMPBELL or SAN JOSE or such person or entities as are specifically authorized and empowered by the respective Party to act for the Party.

19. CAPTIONS:

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered nor referred to for resolving questions of interpretation of this Agreement.

20. STATUTES AND LAW GOVERNING CONTRACT:

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. Any action or proceeding arising out of or relating to the Agreement shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

21. WAIVER:

The Parties' waiver of any term, condition or covenant, or breach of any term, condition or covenant shall not be construed as a waiver of any other term, condition or covenant or breach of any other term, condition or covenant. No covenant, term, or condition of this Agreement may be waived except by written consent of the Party against whom the waiver is claimed and the waiver of any term, covenant or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition of this Agreement.

22. RELATIONSHIP:

This Agreement between CAMPBELL and SAN JOSE does not create any relationship of co-partner, joint venture, principal and agent or employer and employee.

23. CONSTRUCTION:

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

24. ENTIRE AGREEMENT:

This Agreement and Contract Documents contains the entire agreement between CAMPBELL and SAN JOSE regarding the PROJECT. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

25. OTHER AGREEMENTS:

This Agreement shall not prevent either Party from entering into similar agreements with others. The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

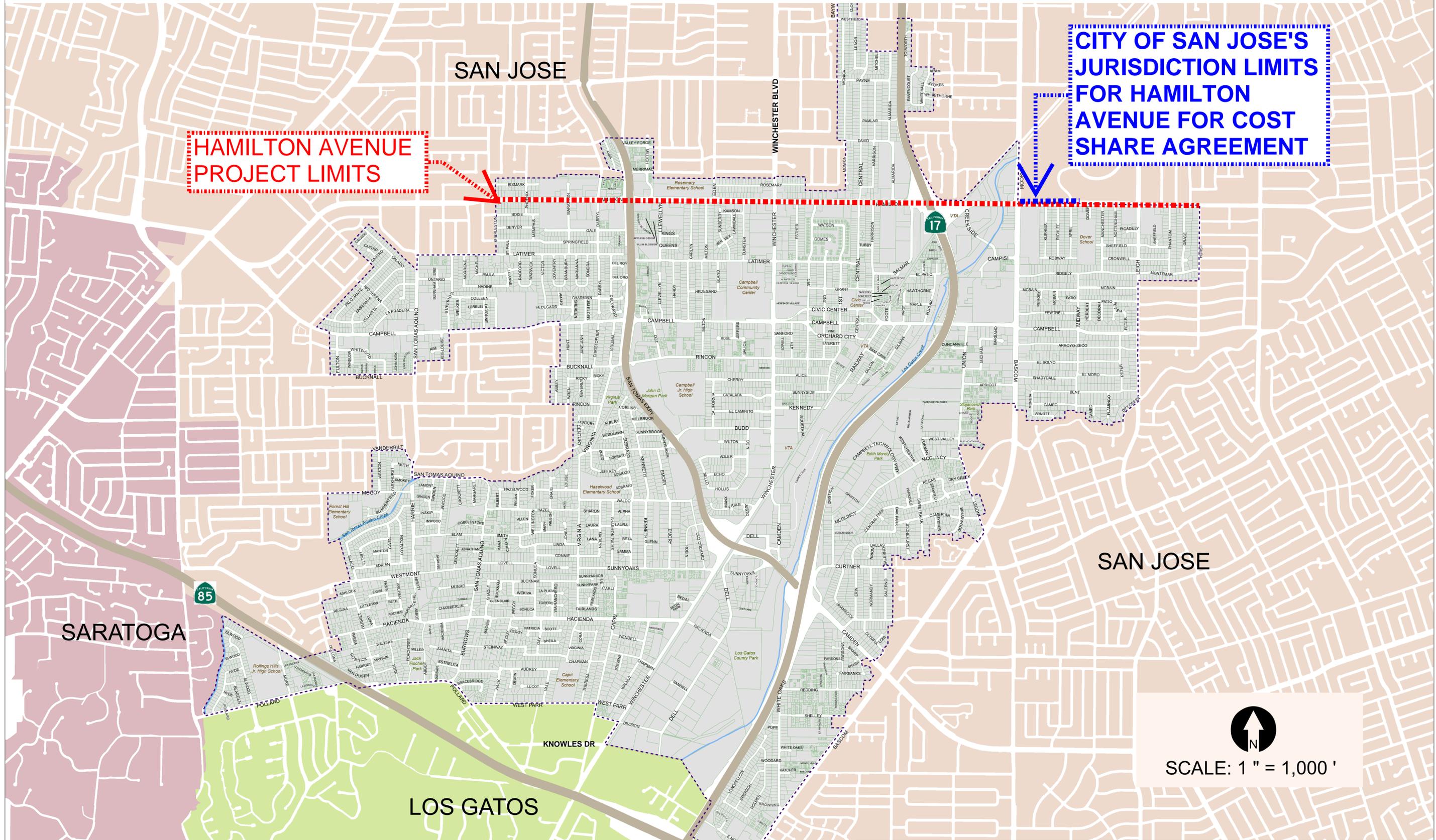
26. COUNTERPARTS, ELECTRONIC SIGNATURES:

This Agreement may be executed in any number of counterparts and by each party in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Electronic signatures (signatures scanned and transmitted by e-mail) may be used in place of original signatures on this Agreement or any document delivered pursuant hereto. The Parties intend to be bound by the electronic signatures on the scanned/e-mailed document, are aware that the other Party will rely on such signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

[SIGNATURES ON FOLLOWING PAGE]

HAMILTON AVENUE REHABILITATION AND COMPLETE STREET PROJECT (23-BB)

EXHIBIT "A" - LOCATION MAP



**CITY OF SAN JOSE'S
JURISDICTION LIMITS
FOR HAMILTON
AVENUE FOR COST
SHARE AGREEMENT**

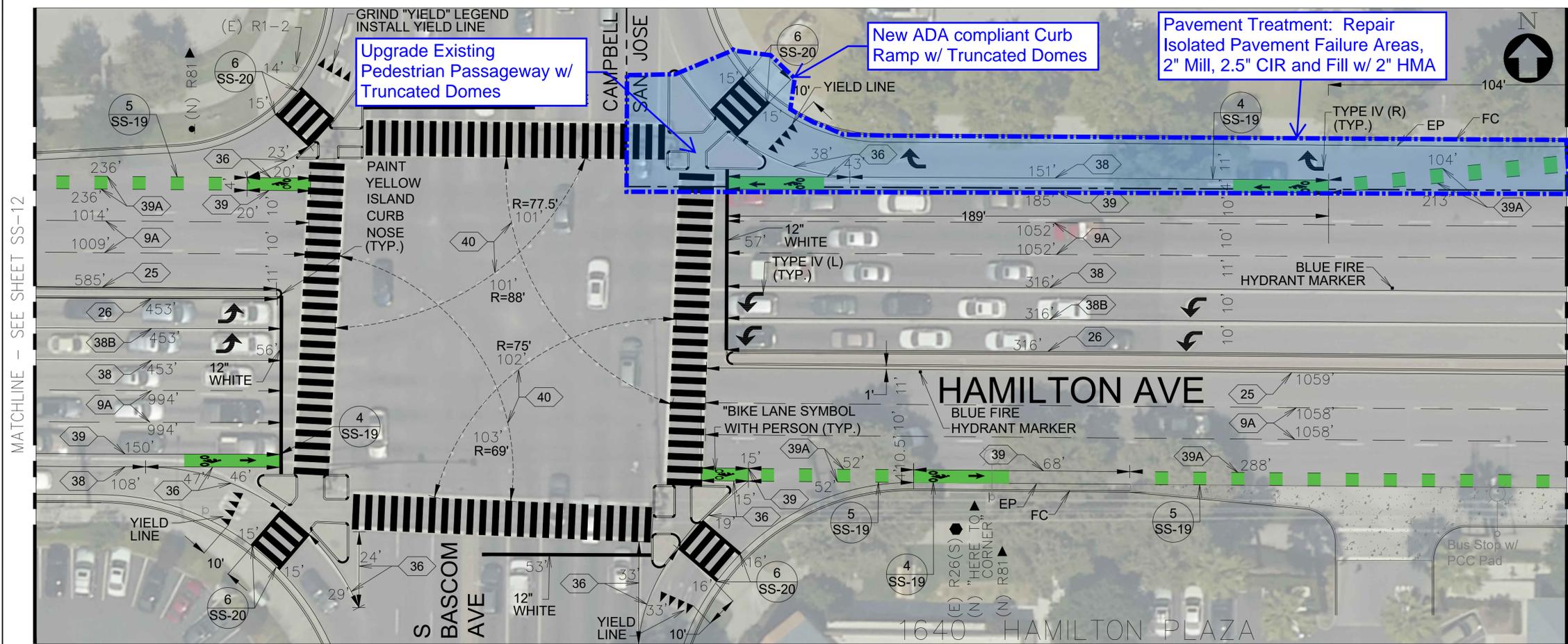
**HAMILTON AVENUE
PROJECT LIMITS**

SARATOGA

SAN JOSE

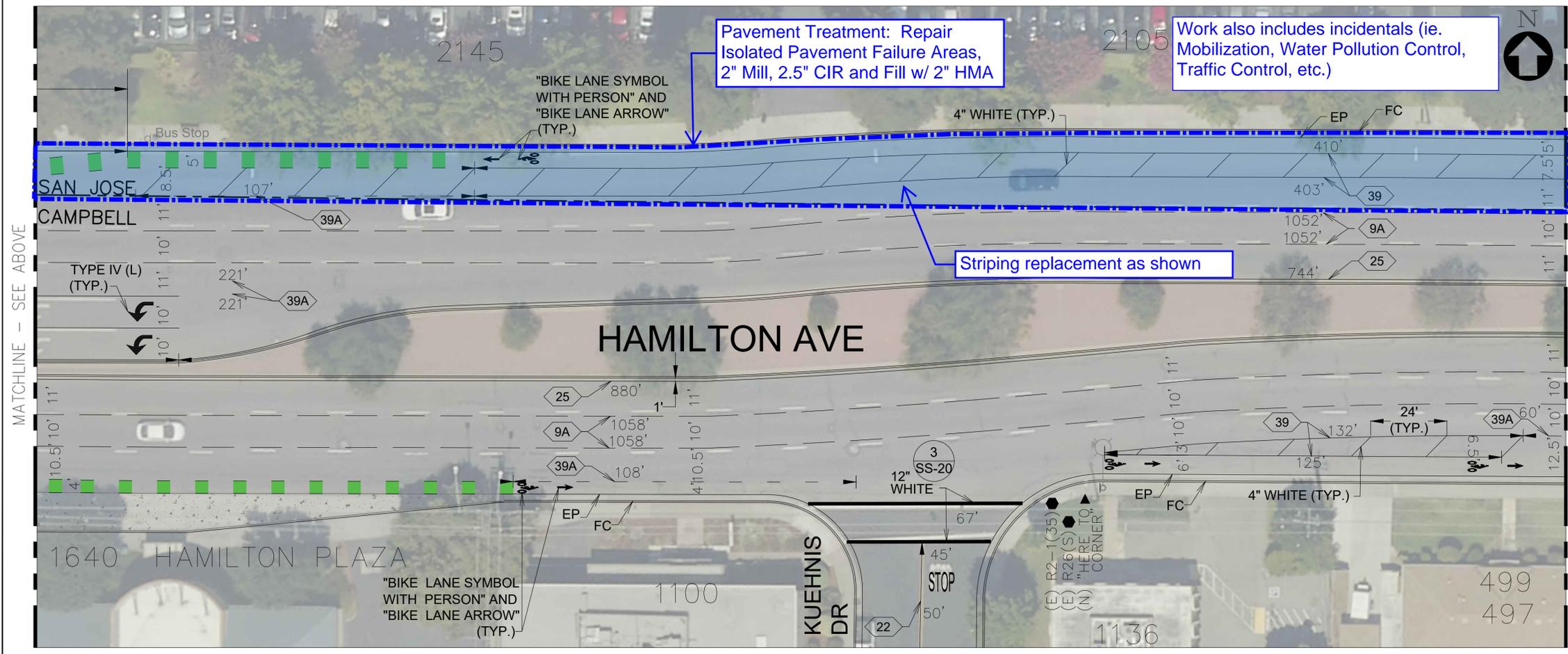
LOS GATOS

MONTE SERENO



LEGEND

 CITY OF SAN JOSE - SCOPE LIMITS



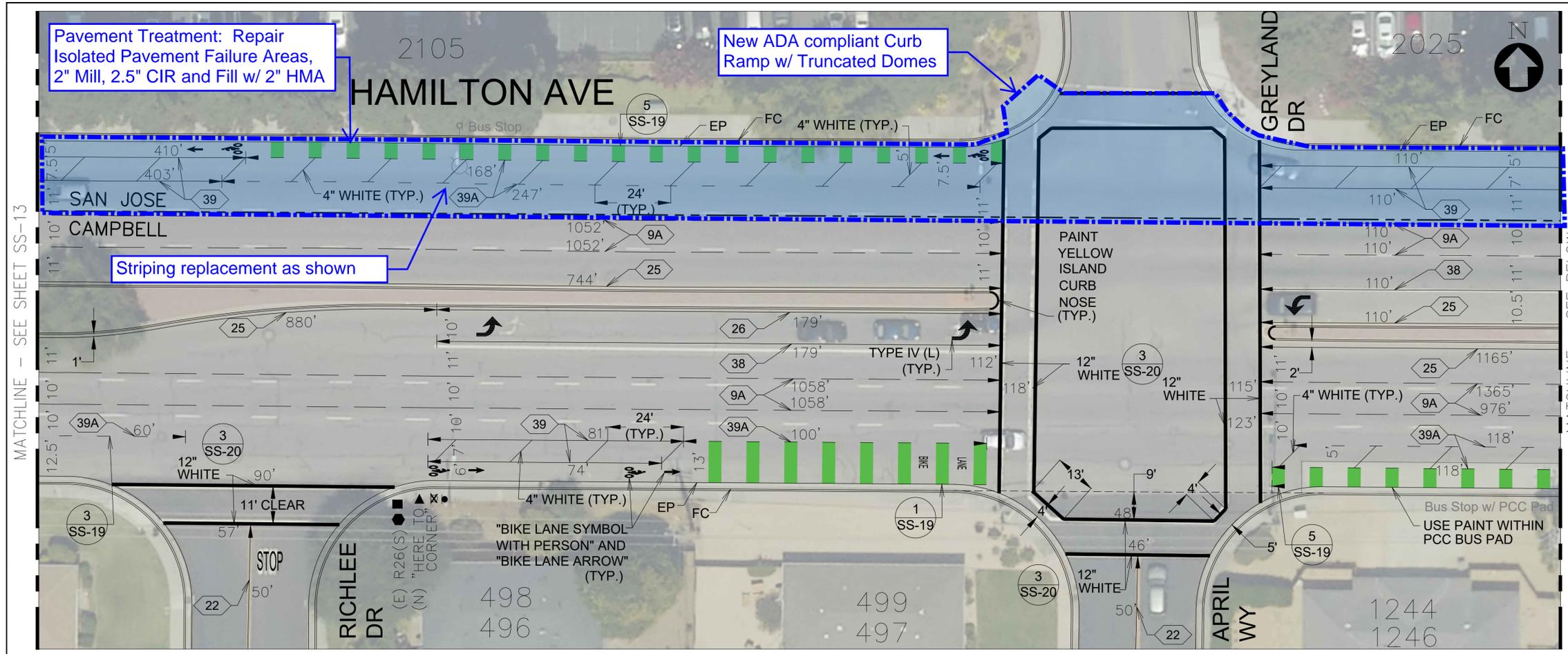
MATCHLINE - SEE SHEET SS-12

MATCHLINE - SEE BELOW

MATCHLINE - SEE ABOVE

MATCHLINE - SEE SHEET SS-14

CITY OF CAMPBELL DEPARTMENT OF PUBLIC WORKS	Date: 05-08-25 Drawn By: RA Designed By: FA	No. _____ Revision _____	By: _____ Date: _____
	HAMILTON AVENUE REHABILITATION AND COMPLETE STREET PROJECT NO. 23-BB EXHIBIT B: SCOPE OF WORK	SCALE: NTS	SHEET: Pg 1 of 2



LEGEND

CITY OF SAN JOSE - SCOPE LIMITS

No.	Revision	Date	By	Chkd

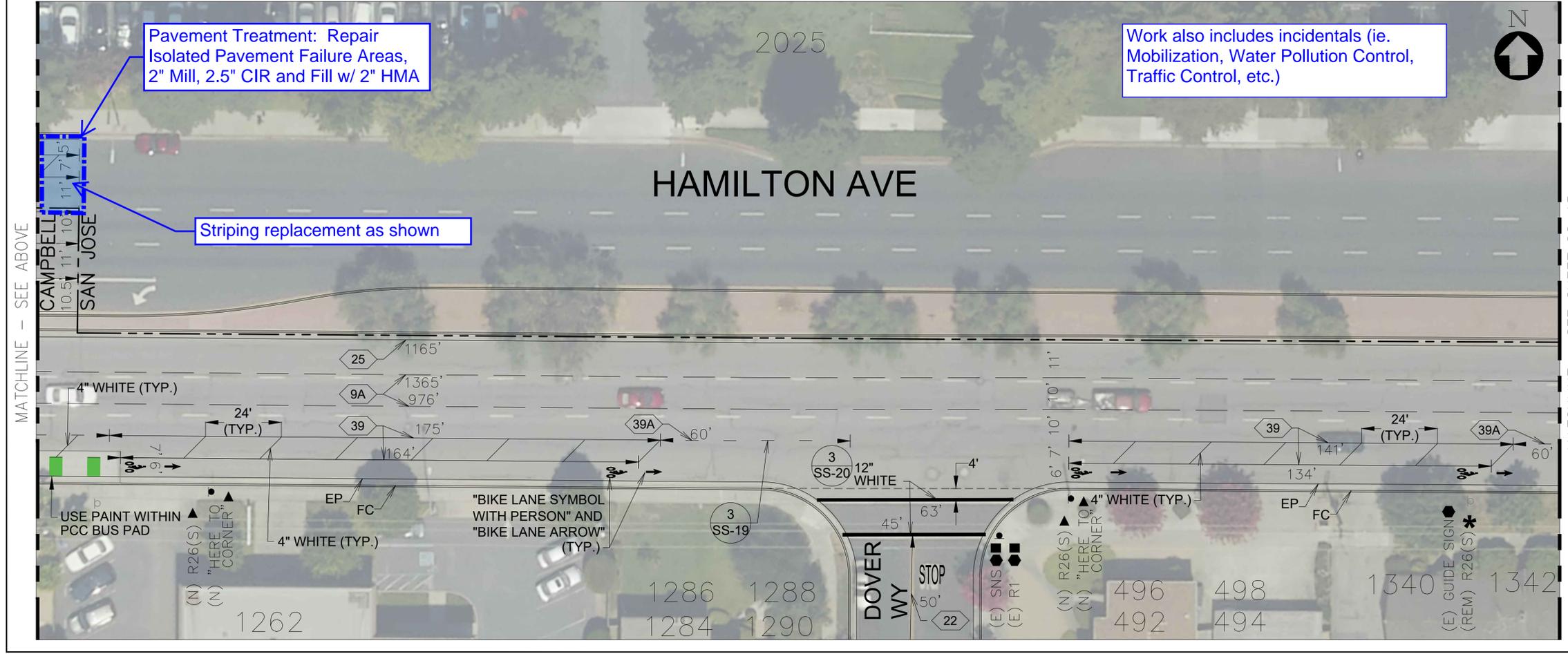
CITY OF CAMPBELL
DEPARTMENT OF PUBLIC WORKS

HAMILTON AVENUE REHABILITATION AND COMPLETE STREET
PROJECT NO. 23-BB
EXHIBIT B: SCOPE OF WORK



SCALE:
NTS

SHEET:
Pg 2 of 2



**COST SHARE AGREEMENT
EXHIBIT C: ENGINEER'S ESTIMATE**

Item No.	Contract Bid Items of Work	Unit	Est. Qty	Unit Price	Ext. Price
	Mobilization (10% Cost of Work)	LS	1.00	\$ 30,024.47	\$ 30,024.47
	Traffic Control & Public Safety (5% Cost of Work)	LS	1.00	\$ 14,297.37	\$ 14,297.37
	Water Pollution Control Plan	LS	1.00	\$6,000	\$ 6,000.00
	Curb Ramp at NE Corner of Hamilton & Bascom	EA	1.00	\$ 12,000.00	\$ 12,000.00
	Curb Ramp at NW Corner of Hamilton & Greylands	EA	1.00	\$ 12,000.00	\$ 12,000.00
	Conform/Slot paving Adjacent to New PCC Improvements	SF	45.00	\$ 18.00	\$ 810.00
	Install Truncated Domes in Pedestrian Passageway at NE Corner of Hamilton/Bascom	SF	135.00	\$ 108.00	\$ 14,580.00
	8" Digout	SF	4,729.25	\$ 15.20	\$ 71,884.60
	2" Mill	SY	2,914.22	\$ 6.75	\$ 19,671.00
	2.5" CIR	SF	26,228.00	\$ 2.25	\$ 59,013.00
	2" Fill - Superpave Asphalt Concrete - Type F	TON	328.51	\$ 175.00	\$ 57,488.50
	Detail 36 - THERMO	LF	81.00	\$ 3.00	\$ 243.00
	Detail 38 - THERMO	LF	151.00	\$ 3.00	\$ 453.00
	Detail 39 - THERMO	LF	1,218.00	\$ 2.25	\$ 2,740.50
	Detail 39A - THERMO	LF	899.00	\$ 2.25	\$ 2,022.75
	4" White Stripe	LF	374.00	\$ 3.00	\$ 1,122.00
	12" White Stripe	LF	242.00	\$ 6.00	\$ 1,452.00
	24" White Stripe	LF	99.00	\$ 12.00	\$ 1,188.00
	YIELD Limit Line - Isosceles Triangles (THERMO)	EA	4.00	\$ 22.00	\$ 88.00
	Paint Island Nose - Reflective White	LF	25.00	\$ 10.00	\$ 250.00
	Preformed Green Bike Lane w/ Integrated Bike Symbol & Arrow - THERMO	SF	240.00	\$ 28.00	\$ 6,720.00
	Preformed Green Bike Lane - THERMO	SF	755.00	\$ 22.00	\$ 16,610.00
	Bike Lane Symbol with Person Legend - THERMO	EA	3.00	\$ 82.00	\$ 246.00
	Bike Lane Arrow Legend - THERMO	EA	3.00	\$ 61.00	\$ 183.00
	Type IV (R) Arrow	EA	2.00	\$ 91.00	\$ 182.00
	BID SUM:				\$ 331,269.19
	10% Contingency				\$ 33,126.92
	SUBTOTAL				\$ 364,396.11
	10% Construction Administration & Inspection				\$ 36,439.61
	ESTIMATED CONSTRUCTION TOTAL				\$ 400,835.72

Attachment: City of San Jose Cost Sharing Agreement (Hamilton Avenue Rehabilitation and Complete Street Project Approvals)

**AGREEMENT BETWEEN THE CITY OF CAMPBELL
AND THE COUNTY OF SANTA CLARA
FOR THE REPAVING OF HAMILTON AVENUE**

This agreement (“Agreement”) is by made and entered between the City of Campbell, a California municipal corporation, (“CAMPBELL”), and the County of Santa Clara, a political subdivision of the State of California (“COUNTY”). CAMPBELL and COUNTY may be referred to herein individually as “Party,” or collectively as “Parties.” This Agreement is effective on the last date signed by all Parties (“Effective Date”).

RECITALS

WHEREAS:

- A. CAMPBELL is constructing the Hamilton Avenue Rehabilitation and Complete Street Project No. 23-BB (“PROJECT 23-BB”);
- B. The project limits for PROJECT 23-BB are from the western CAMPBELL city limit just east of Beck Drive to the eastern CAMPBELL city limit at Hurst Avenue, including the intersection with San Tomas Expressway;
- C. CAMPBELL and COUNTY contemplate repaving the following roadways or portions thereof over which COUNTY has jurisdiction as depicted on Exhibit A: Hamilton Avenue between approximately 156 linear feet westerly and 113 linear feet easterly of the centerline of San Tomas Expressway (“ROAD”);
- D. It is in the public interest for CAMPBELL and COUNTY to complete PROJECT 23-BB and the PROJECT (as defined in Section 1, below) within their respective jurisdictions in a cooperative and economical manner by constructing PROJECT 23-BB and PROJECT together;
- E. The Parties acknowledge CAMPBELL is the California Environmental Quality Act (CEQA) Lead Agency for PROJECT 23-BB and the PROJECT, and CAMPBELL’s compliance with CEQA is a precondition to construction of the PROJECT and performance of this Agreement.

In consideration of the above referenced recitals and the following mutual covenants, agreements, and obligations of the parties, CAMPBELL and COUNTY agree as follows:

AGREEMENT PROVISIONS

1. PROJECT DESCRIPTION:

The work to be performed on the ROAD will consist of cold planing existing pavement, new asphalt pavement, replacement of curb and gutter, replacement of traffic markings, markers, and legends, and replacement of traffic detector loops and handholes. The locations of work to be performed are more fully described in Exhibit B, and the scope of work is listed on Exhibit C, all of which are attached hereto and incorporated by reference (“PROJECT”). COUNTY

will be responsible for 100% of PROJECT cost within its jurisdiction, as well as an administrative fee to compensate CAMPBELL's costs in administering the PROJECT.

2. COUNTY'S OBLIGATIONS:

COUNTY agrees as follows:

- A. To provide CAMPBELL the plans and specifications for the removal and replacement of traffic detector loops and bicycle detector loops located on westbound and eastbound approaches at the intersection of Hamilton Avenue and San Tomas Expressway.
- B. To provide review of cat-tracking for pavement striping and pavement markings for the PROJECT.
- C. Pay CAMPBELL for COUNTY's share of the PROJECT costs plus an additional 10% for Project Delivery Costs (defined below), the total sum of which shall comprise the COUNTY Construction Cost for the entire PROJECT. COUNTY's cost under this Agreement shall be in the total monetary sum of TWO HUNDRED SIXTY-THREE THOUSAND AND SIX HUNDRED DOLLARS (\$263,600) ("COUNTY Construction Cost"). The COUNTY Construction Cost shall comprise COUNTY's total monetary obligation under this Agreement, subject to Subsection E, below.
- D. "Project Delivery Costs" is defined as engineering, construction management, and all associated management and administrative services provided by CAMPBELL for the PROJECT.
- E. The Parties understand that the COUNTY Construction Cost is based in part upon the engineer's estimates and prior to public works bidding for PROJECT 23-BB and the PROJECT, as set forth in Exhibit D, and is subject to change. The Parties acknowledge that the final COUNTY Construction Cost will be based on actual amounts incurred by CAMPBELL for work on COUNTY's ROAD. To the extent the COUNTY Construction Cost needs to be modified by change order to the construction contract, CAMPBELL will notify COUNTY at least seven working days in advance of the change order being executed.
- F. To pay the COUNTY Construction Cost within forty-five (45) business days of receiving the detailed invoice from CAMPBELL, provided that the following conditions are met:
 1. The PROJECT has been completed and COUNTY has approved the portion of the work in its jurisdiction within a reasonable time. Acceptance by COUNTY shall be made in writing to CAMPBELL. COUNTY may request documentation of such costs and may review the original invoices and weight certificates or request copies of same, which shall be provided within a reasonable time.
 2. The detailed invoice sets forth the cost of construction of all PROJECT work based on the actual contract unit prices paid and negotiated change order(s), if any.

3. CAMPBELL shall invoice COUNTY only one (1) time which shall occur after PROJECT completion, and this invoice shall be considered the final detailed invoice for the PROJECT, including the COUNTY Construction Cost.
- G. To assign as the designated project manager for COUNTY for the duration of the PROJECT Gavin Finley (email: gavin.finley@rda.sccgov.org). COUNTY's project manager shall have all the necessary authority to review and approve and accept technical and professional work within the scope of the Agreement and shall serve as the principal point of contact for COUNTY.

3. CAMPBELL'S OBLIGATIONS:

CAMPBELL agrees as follows:

- A. To design and construct the PROJECT. Performance shall include preparation of specifications, contract documents, and cost estimate; notification of local businesses; coordination with various agencies; preparation of all necessary environmental documents; obtaining permits; soliciting and obtaining bids; awarding the construction agreement; administering the construction agreement; providing materials control and inspection services; and making progress payments to the contractor.
- B. To promptly provide COUNTY with final specifications and contract documents for the PROJECT.
- C. To cooperate with COUNTY should COUNTY raise any issues concerning the work in COUNTY's jurisdiction that requires correction prior to acceptance or within the warranty period of the PROJECT.
- D. To assign as the designated project manager for CAMPBELL for the duration of the PROJECT Fredrick Ho (email: fredh@campbellca.gov). CAMPBELL's project manager shall have all authority to direct the work within the scope of the Agreement and shall serve as the principal point of contact for CAMPBELL.
- E. To keep and maintain a complete copy of all records regarding costs and expenditures relating to the PROJECT, together with a complete copy of all plans, specifications, reports, contracts, and other documents relating to the PROJECT, and the same shall be available for inspection by COUNTY at any time during CAMPBELL business hours.
- F. To allow COUNTY reasonable access to the PROJECT site, at reasonable times and upon advance notice, to perform observation of any work on the COUNTY portion of the PROJECT.
- G. To provide COUNTY with a copy of as-built record drawings for the PROJECT.
- H. To include in its contract with the construction contractor for the PROJECT, a requirement that the contractor include COUNTY, its officials (including, but not limited to, its Board of Supervisors), officers, employees, and agents as additional insureds, and that the contractor

indemnify COUNTY, its officials (including, but not limited to, its Board of Supervisors), officers, employees, and agents to the same extent that CAMPBELL is indemnified.

- I. To include a clause in its contract with the construction contractor for the PROJECT that COUNTY is an intended third-party beneficiary of the construction contract.
- J. To require that the construction contractor for the PROJECT obtain all required permits and approvals for all PROJECT work, including work associated with the COUNTY portion thereof.
- K. To provide a final accounting of all PROJECT costs associated with the COUNTY portion of the PROJECT to COUNTY within thirty (30) calendar days after the Parties accept the PROJECT as complete.

4. **TERM OF AGREEMENT:**

- A. Unless otherwise modified by a written amendment to this Agreement, the term of this Agreement shall be until PROJECT acceptance by both Parties and expire upon final payment of all outstanding balances.
- B. CAMPBELL shall cause the construction contractor to provide a warranty period of at least one (1) year from the acceptance date.

5. **OWNERSHIP AND MAINTENANCE:**

- A. Upon completion of all work under this Agreement, ownership and title to all materials, equipment, and appurtenances installed as a part of the PROJECT within COUNTY's jurisdictional limits shall automatically be vested in COUNTY, and all materials, equipment, and appurtenances installed within CAMPBELL's jurisdictional limits shall be vested in CAMPBELL, and no further agreement will be necessary to transfer ownership.
- B. Nothing in this Agreement shall be construed to alter any authority or responsibility between COUNTY and CAMPBELL with regard to maintenance, operation, or further repair responsibility for the ROAD.

6. **CONTRACTOR SHALL BE AN INDEPENDENT CONTRACTOR:**

Any contractor(s) hired by either Party to perform the work included in the PROJECT shall not be an agent or employee of either Party and shall perform such work as an independent contractor. All persons employed by or contracted with such contractor(s) to furnish labor and/or materials in connection with the work in the PROJECT shall not be employees of either Party in any respect.

7. **TERMINATION:**

Once CAMPBELL has awarded the construction contract for the PROJECT, the Agreement can be terminated only upon the mutual written consent and terms acceptable to both Parties.

8. NO PLEDGING OF EITHER PARTY'S CREDIT:

Under no circumstances shall either COUNTY or CAMPBELL have authority or power to pledge the credit of the other Party or incur obligation in the name of the other Party.

9. NO THIRD PARTY BENEFICIARIES:

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

10. AMENDMENTS:

No alternation or violation of the terms of this Agreement shall be valid unless made in writing and signed by the parties and incorporated into this Agreement.

11. NOTICES:

Notices are to be sent as follows:

To CAMPBELL:

Amy Olay
Interim Public Works Director
Public Works Department
City of Campbell
70 North First Street
Campbell, CA 95008

To COUNTY:

Chris Lamm
Deputy Director
Roads and Airports Department
County of Santa Clara
101 Skyport Drive
San José, CA 95110

12. SEVERABILITY CLAUSE:

If one or more of the provisions contained herein shall, for any reason, be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, it shall not affect the validity of the other provisions which shall remain in full force and effect.

13. ENCROACHMENT PERMITS:

CAMPBELL's construction contractor shall obtain all required encroachment permits for work on the PROJECT within COUNTY's jurisdiction from COUNTY and COUNTY shall provide all such permits at no cost.

14. CAPTIONS:

The captions of the various sections, paragraphs, and subparagraphs of this Agreement are for convenience only and shall not be considered nor referred to for resolving questions of interpretation of this Agreement.

15. INDEMNIFICATION:

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to Government Code section 895.6, the Parties agree that all losses or liabilities incurred by Party shall not be shared pro rata but, instead, COUNTY and CAMPBELL agree that, pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Parties hereto, their officers, board members, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such other Parties under this Agreement.

16. INSURANCE REQUIREMENTS:

CAMPBELL shall require any contractor awarded a contract for any portion of the work to be done on the PROJECT to secure and maintain in full force and effect at all times during construction and performance of the PROJECT, and until said PROJECT is accepted by all Parties to this Agreement, and any other time periods specified in the Hamilton Avenue Rehabilitation and Complete Street Project No. 23-BB contract documents, insurance coverage described below, at no additional cost to either COUNTY or CAMPBELL, with coverage amounts, required endorsements, certificates of insurance, and coverage verifications satisfactory and acceptable to all Parties. COUNTY, its Board of Supervisors, commissions, officers, employees, volunteers, and agents shall be added as additional insureds on the commercial general liability policy with respect to liability arising out of the contractor's work for CAMPBELL on the PROJECT.

It is mutually understood that during the term of the construction activities on the PROJECT, CAMPBELL will require the construction contractor to carry commercial general liability in amounts of not less than Two Million Dollars (\$2,000,000) per occurrence; automobile liability in an amount not less than Two Million Dollars (\$2,000,000) per accident; and a Workers' Compensation Insurance policy as required by the State of California, with Statutory and Employer's Liability Insurance limits of not less than One Million Dollars (\$1,000,000).

17. STATUTES AND LAW GOVERNING CONTRACT:

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. CAMPBELL shall require that any contractor awarded a contract for any portion of the work to be done on the PROJECT comply with the requirements for prevailing wage under Labor Code section 1770, *et seq.* The PROJECT shall be paid for and constructed in accordance with all ordinances, resolutions, rules, regulations, and laws of the applicable jurisdiction.

18. WAIVER:

The Parties' waiver of any term, condition or covenant, or breach of any term, condition or covenant shall not be construed as a waiver of any other term, condition or covenant or breach of any other term, condition, or covenant.

19. ENTIRE AGREEMENT:

This Agreement contains the entire Agreement between COUNTY and CAMPBELL in relation to the PROJECT. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

20. COUNTERPARTS; ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original provided all of the Parties have fully executed the Agreement. Unless otherwise prohibited by law or COUNTY policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by COUNTY.

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21. EFFECTIVE DATE:

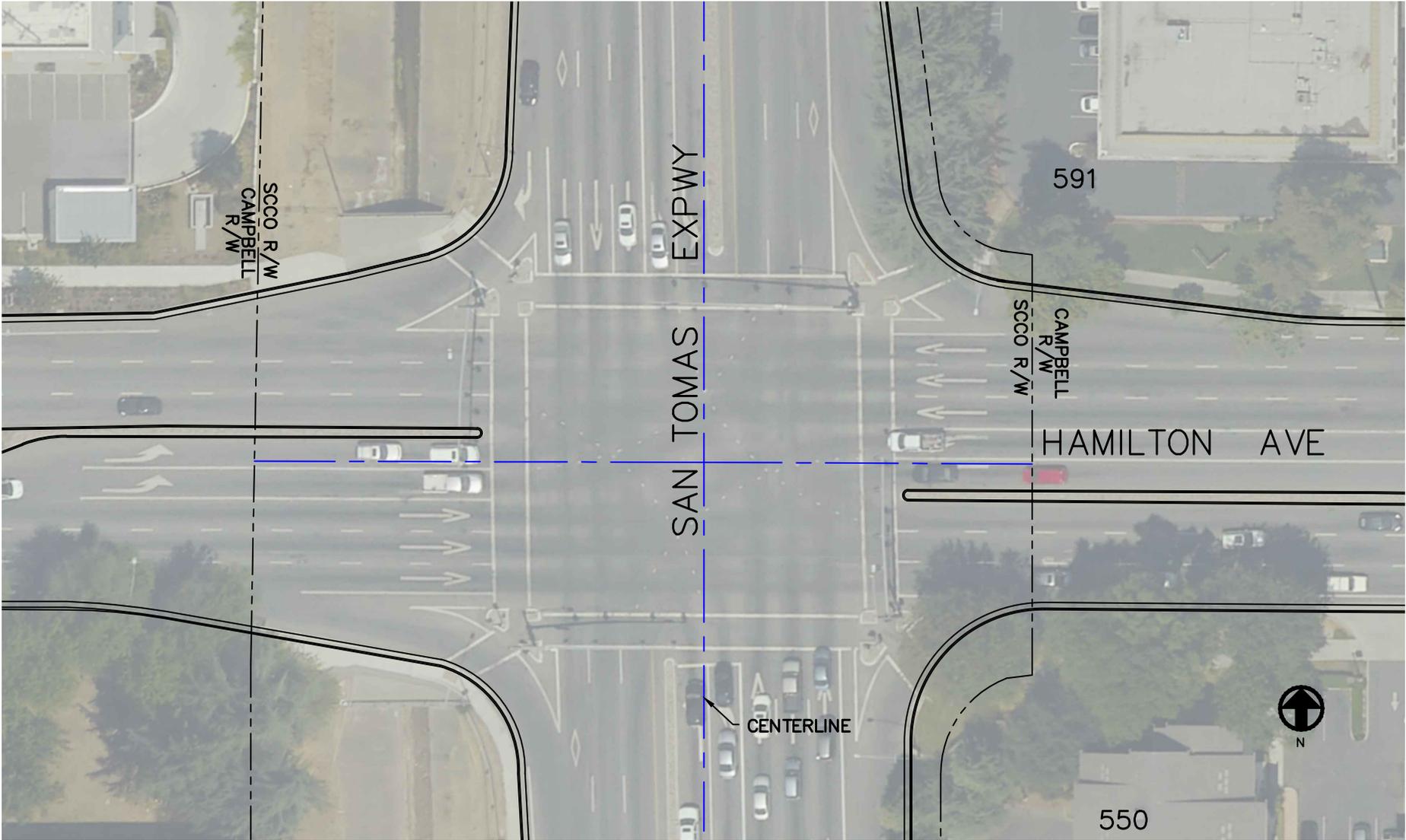
The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is intent of the Parties that this Agreement shall become operative on the effective date.

<p>COUNTY:</p> <p>By: _____ Otto Lee President, Board of Supervisors</p> <p>Date: _____</p>	<p>CAMPBELL:</p> <p>By: _____ Brian Loventhal, City Manager</p> <p>Date: _____</p>
<p>Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors</p> <p>ATTEST:</p> <p>By: _____ Curtis Boone Acting Clerk of the Board of Supervisors</p> <p>Date: _____</p>	
<p>APPROVED AS TO FORM AND LEGALITY:</p> <p>By: _____ John A. Castro Deputy County Counsel</p>	<p>APPROVED AS TO FORM:</p> <p>By: _____ William Seligmann City Attorney</p>

Attachment: Santa Clara County Cost Sharing Agreement (Hamilton Avenue Rehabilitation and Complete Street Project Approvals)

EXHIBIT "A" - JURISDICTION BOUNDARY

Jurisdiction boundary as described per Board of Supervisors of County of Santa Clara Resolution dated December 5, 1966.



Attachment: Santa Clara County Cost Sharing Agreement (Hamilton Avenue Rehabilitation and Complete

EXHIBIT "B" - LOCATION OF WORK

Location of work for the PROJECT is portion of Hamilton Avenue approximately 156 linear feet west and 113 linear feet east of the centerline intersection of San Tomas Expressway.

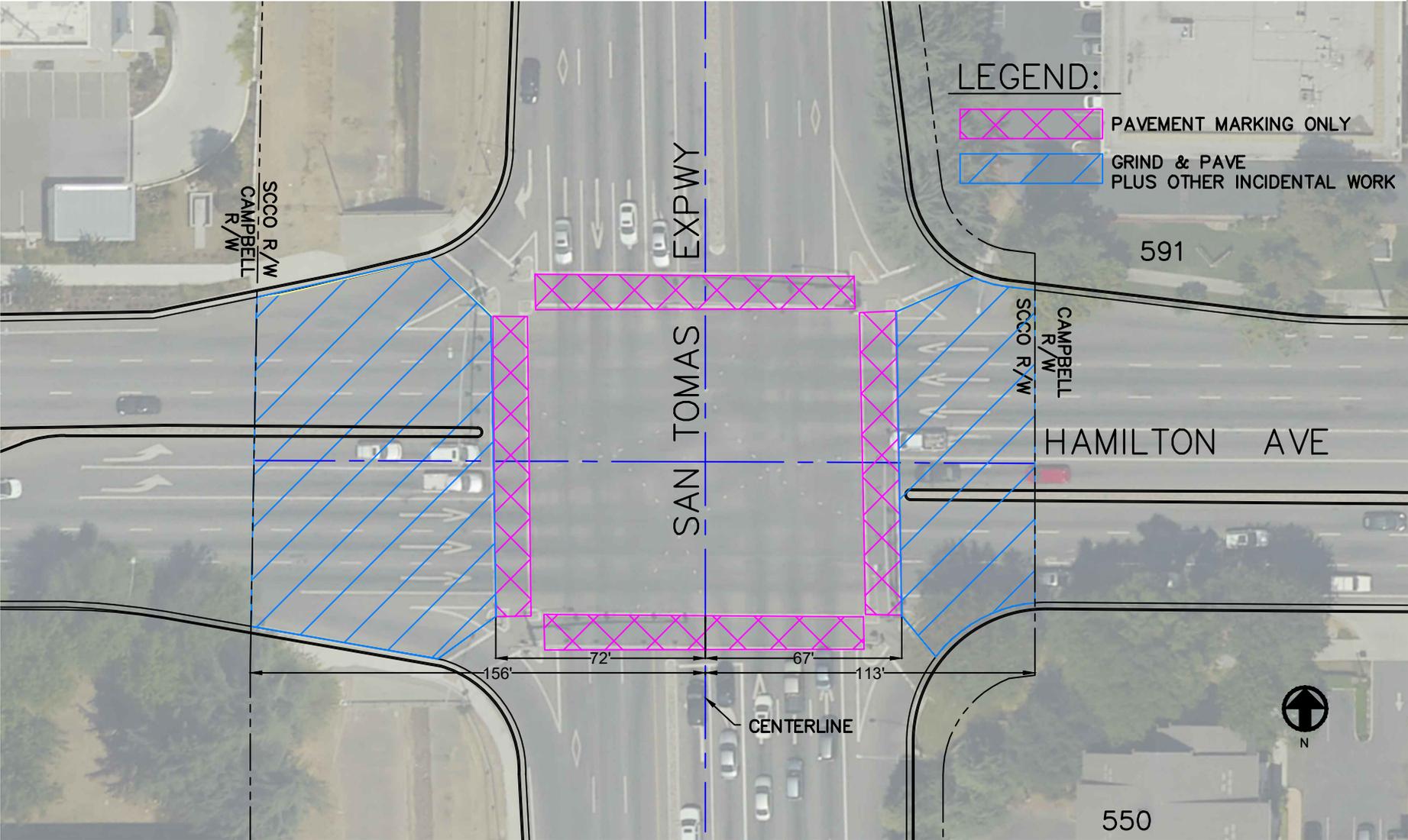


EXHIBIT "C" - SCOPE OF WORK

Scope of Work for the PROJECT is as follows:

- Remove and replace approximately 11 LF of curb and gutter at the NE Corner of Hamilton Avenue at San Tomas Expressway;
- Grind 4-inches and overlay Hamilton Avenue from 72 LF west of the centerline intersection of San Tomas Expressway to the western city limit (located approximately 156 LF west of the centerline intersection of San Tomas Expressway);
- Grind 4.5-inches and overlay Hamilton Avenue from 67 LF east of the centerline intersection of San Tomas Expressway to the eastern city limit (located approximately 113 LF east of the centerline intersection of San Tomas Expressway);
- Install Type B, Type D and bicycle loop detectors on Hamilton Avenue at the westbound and eastbound approaches to San Tomas Expressway (Not Shown);
- Remove, furnish and install 4 traffic and bicycle loop detector handholes;
- Install continental crosswalk pavement markings within existing crosswalks at all four approaches;
- Install pavement striping, markers and legends including green bicycle pavement markings; and
- Any incidentals such as mobilization, water pollution control, traffic control, etc. (Not Shown).

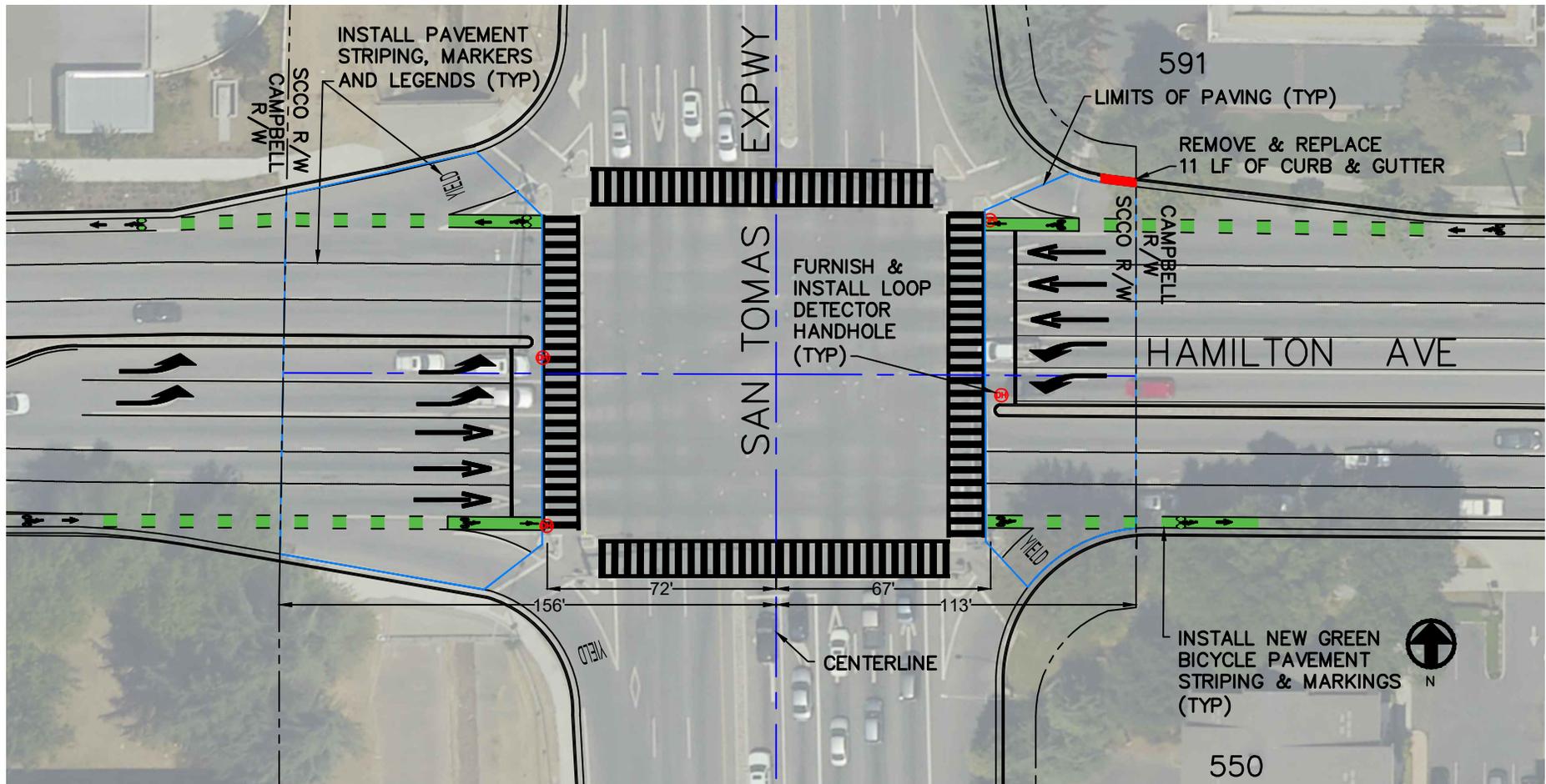


EXHIBIT "D" - ENGINEER'S ESTIMATE

Contract Bid Items of Work	Unit	Est. Qty	Unit Price	Ext. Price
Mobilization (10% Cost of Work)	LS	1	\$ 19,801.43	\$ 19,801.43
Traffic Control & Public Safety (5% Cost of Work)	LS	1	\$ 9,429.25	\$ 9,429.25
Water Pollution Control Plan	LS	1	\$ 5,000.00	\$ 5,000.00
Curb & Gutter Removal & Replacement	LF	11	\$ 165.00	\$ 1,815.00
Conform/Slot paving Adjacent to New PCC Improvments	SF	22	\$ 18.00	\$ 396.00
4" Grind	SY	1,117	\$ 13.50	\$ 15,082.50
4.5" Grind	SY	602	\$ 15.00	\$ 9,028.33
Superpave Asphalt Concrete - Type F	TON	405	\$ 175.00	\$ 70,875.00
Detail 9A	LF	480	\$ 2.00	\$ 960.00
Detail 25	LF	240	\$ 1.00	\$ 240.00
Detail 36 - THERMO	LF	102	\$ 3.00	\$ 306.00
Detail 38 - THERMO	LF	110	\$ 3.00	\$ 330.00
Detail 38B - THERMO	LF	110	\$ 3.00	\$ 330.00
Detail 39 - THERMO	LF	205	\$ 2.25	\$ 461.25
Detail 39A - THERMO	LF	316	\$ 2.25	\$ 711.00
12" White Stripe	LF	945	\$ 6.00	\$ 5,670.00
24" White Stripe	LF	1,166	\$ 11.00	\$ 12,826.00
Bicycle Loop Detector Symbol (THERMO)	EA	2	\$ 100.00	\$ 200.00
YIELD Legend (THERMO)	EA	3	\$ 200.00	\$ 600.00
Paint Island Nose - Reflective Yellow	LF	10	\$ 10.00	\$ 100.00
Preformed Green Bike Lane w/ Integrated Bike Symbol & Arrow - THERMO	SF	360	\$ 28.00	\$ 10,080.00
Preformed Green Bike Lane - THERMO	SF	236	\$ 22.00	\$ 5,192.00
Bike Lane Symbol with Person Legend - THERMO	EA	1	\$ 82.00	\$ 82.00
Type III (L) Arrow	EA	4	\$ 275.00	\$ 1,100.00
Type V Arrow	EA	6	\$ 200.00	\$ 1,200.00
Type B Loop Detectors	EA	20	\$ 1,200.00	\$ 24,000.00
Type D Loop Detectors	EA	10	\$ 1,200.00	\$ 12,000.00
Bicycle Loop Detector	EA	2	\$ 1,200.00	\$ 2,400.00
Remove, Furnish, and Install Detector Handhole	EA	4	\$ 1,900.00	\$ 7,600.00
BID SUM:				\$ 217,815.77
10% Contingency				\$ 21,781.58
SUBTOTAL				\$ 239,597.35
10% Construction Administration & Inspection				\$ 23,959.73
ESTIMATED CONSTRUCTION TOTAL				\$ 263,557.08

Attachment: Santa Clara County Cost Sharing Agreement (Hamilton Avenue Rehabilitation and Complete

**City of Campbell
Request for Budget Adjustments**

Department/Program	Division	Date	Request No.
Public Works	23-BB - Annual Street Maintenance	June 3, 2025	BA-25

Budget to be Reduced

Fund/Program	Account Number	Description	Amount

Budget to be Increased

Fund/Program	Account Number	Description	Amount
REVENUE			
435.990	6999	Capital Transfer In	\$ 1,901,000
218.535	4523	Federal Grant - CPFCDs Program	500,000
212.535	4543	Other Grant - TFCA	118,000
435.535	4921	Utility Reimbursement	339,000
435.535	4921	Cost Share with County of Santa Clara and City of San Jose	664,500
EXPENDITURES			
435.23BB	7883	Improvements	\$ 2,904,500
204.990	9999	Capital Transfer Out	323,100
212.990	9999	Capital Transfer Out	1,037,900
218.990	9999	Capital Transfer Out	500,000
101.990	9999	Capital Transfer Out	40,000

REASON FOR REQUEST - BE SPECIFIC:

To appropriate \$2,904,500 to the Hamilton Avenue Rehabilitation and Complete Street Project (23-BB). The additional appropriation is supported by the following funding sources: Vehicle Registration Fees (\$209,500), Measure B (\$710,400), SB1 (\$323,100), Federal and State Grants (\$618,000), Utility Reimbursements (\$618,000), Cost Sharing Agreements (\$664,500), and Deposited Funds from Land Development Projects (\$40,000).

Will Fuentes	Amy Olay	Brian Loventhal
Finance Director	Interim Public Works Director	City Manager

Attachment: Budget Adjustment (Hamilton Avenue Rehabilitation and Complete Street Project Approvals)



*City
Council
Report*

Item: 18
Category: COUNCIL COMMITTEE REPORTS
Meeting Date: June 3, 2025

TITLE: Council Committee Reports

RECOMMENDED ACTION

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

DISCUSSION

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

MAYOR LOPEZ

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

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

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

VICE MAYOR FURTADO

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

Association of Bay Area Governments (ABAG)
 Silicon Valley Regional Interoperability Authority (SVRIA)
 Treatment Plant Advisory Committee (TPAC)
 West Valley Sanitation District
 West Valley Solid Waste Authority JPA
 West Valley Stormwater Authority

Friends of the Heritage Theater Liaison (Alt.)
 Santa Clara County Emergency Operational Council (EOAC)** (Alt.)
 Silicon Valley Animal Control Authority Board (SVACA) (Alt.)
 Valley Transportation Authority Policy Advisory Committee (Alt.)
 West Valley Mayors and Managers (Alt.)

COUNCILMEMBER BYBEE

Education Subcommittee
 Legislative Subcommittee

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

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

COUNCILMEMBER HINES

DCBA Liaison
 Economic Development Subcommittee
 Finance Subcommittee

Santa Clara Valley Water District County Water Commission

Cities Association of Santa Clara County:
 Board Representative (Alt.)
 Legislative Action Committee and City Selection Committee (Alt.)
 Santa Clara County Housing and Community Development Advisory Committee (Alt.)
 West Valley Stormwater Authority (Alt.)
 West Valley Solid Waste Authority JPA (Alt.)

COUNCILMEMBER SCOZZOLA

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

Cities Association of Santa Clara County Executive Board**
 Santa Clara County Housing and Community Development Advisory Committee
 Silicon Valley Clean Energy JPA Board of Directors
 Silicon Valley Clean Energy JPA Board of Directors: Executive Committee**

Silicon Valley Clean Energy Finance and Administration Committee**
Silicon Valley Clean Energy Legislative Committee**
Valley Transportation Authority Policy Advisory Committee

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

****appointed by other agencies**

Prepared by:



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