



# *City Council Agenda*

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

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**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](mailto: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.

## **REGULAR MEETING OF THE CAMPBELL CITY COUNCIL**

Tuesday, June 17, 2025 7:00 p.m.

City Hall Council Chamber – 70 N. First Street

### **CALL TO ORDER**

### **ROLL CALL**

### **PLEDGE OF ALLEGIANCE**

### **SPECIAL PRESENTATIONS AND PROCLAMATIONS**

### **COMMUNICATIONS AND PETITIONS**

### **ORAL REQUESTS**

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

### **COUNCIL ANNOUNCEMENTS**

### **CONSENT CALENDAR**

**NOTE:** All matters listed under consent calendar are considered by the City Council to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a request is made by a member of City Council, City staff, or a member of the public. Any person wishing to speak on any item on the consent calendar should ask to have the item

removed from the consent calendar prior to the time the Council votes to approve. If removed, the item will be discussed in the order in which it appears.

1. **Minutes of City Council Executive Session Meeting of June 3, 2025**  
Recommended Action: Approve the executive session meeting minutes of June 3, 2025.
2. **Minutes of City Council Regular Meeting of June 3, 2025**  
Recommended Action: Approve the regular meeting minutes of June 3, 2025.
3. **Approving Bills and Claims**  
Recommended Action: Approve the bills and claims in the amount of \$1,600,659.88.
4. **Proposed Modifications to Council Policy, Section 13, Theatre Use Policy (Resolution/Roll Call Vote)**  
Recommended Action: That the City Council adopt a resolution approving the proposed modifications to Council Policy, Section 13, Theatre Use Policy to be effective June 18, 2025.
5. **Resolution Commending Robert Bob Siudzinski for 35 Years of Service to the City of Campbell (Resolution/Roll Call Vote)**  
Recommended Action: It is recommended that the City Council adopt a resolution commending Robert (Bob) Siudzinski for his 35 years of outstanding service to the City of Campbell.

#### **PUBLIC HEARINGS AND INTRODUCTION OF ORDINANCES**

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

6. **Adoption of Fiscal Year (FY) 2026 Operating Budget and 2026 - 2030 Five-Year Capital Improvement Plan (CIP) and Establishment of the Appropriations Limit for FY 2026 (Resolutions/Roll Call Vote)**  
Recommended Action: That the City Council, by Resolution, adopt the Fiscal Year (FY) 2026 City Operating and Capital budgets, including transfers, in the amounts of \$90,195,234 and \$16,548,490, for a combined total budget of \$106,743,724; and adopt a Resolution adopting findings that the proposed FY 2026-2030 Capital Improvement Plan (CIP) projects are categorically exempt under the California Environmental Quality Act (CEQA) and are consistent with the City's General Plan; approving the five-year Capital Improvement Plan with projects totaling \$102,762,970; including new capital projects of \$17,594,000 and \$9,295,031 as the amount necessary to meet the capital requirements of the City in FY 2026; directing staff to incorporate within the final adopted and published FY 2026 budget document any changes or adjustments pursuant to this public hearing and any other minor corrections prior to the budget's final publication; and adopt a Resolution establishing the Appropriations Limit for FY 2026 at \$99,596,588 pursuant to Article XIII B of the California State Constitution.

## **NEW BUSINESS**

7. **Approve and Award a Consultant Services Agreement with Housing Group LLC (Dba HousingINC) for the Administration of the Below Market Rate Housing Program (Resolution/Roll Call Vote)**  
Recommended Action: Staff recommends that the City Council adopt a Resolution approving and awarding a Consultant Services Agreement and authorizing the City Manager to execute the agreement with Housing Group LLC (dba HousingINC) for the administration of the city's Below Market Rate housing program.
8. **Approval of Side Letter Agreements & Amended Resolutions (Labor) (Resolutions/Roll Call Vote)**  
Recommended Action: Adoption of resolutions (1) approving Side Letter Agreements extending current Memoranda of Understanding with Campbell Municipal Employees Association (CMEA), Campbell Police Civilian Employee Association (CPCEA), and the Northern California Carpenters Regional Council, the Carpenters 46 Northern California Counties Conference Board and their Affiliated Local Unions (CARP); and, (2) amending resolutions with Classified Management, Unclassified Management and Confidential employee groups.
9. **Review of Revised Mission Statement**  
Recommended Action: That the City Council review, provide feedback, and consider approval of the draft revised City of Campbell Mission Statement.

## **UNFINISHED BUSINESS**

### **COUNCIL COMMITTEE REPORTS**

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

## **ADJOURN**

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

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

# CITY COUNCIL MINUTES

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



## CITY COUNCIL EXECUTIVE SESSION

Tuesday, June 3, 2025 – 5:30 PM

Doetsch Conference Room  
70 N. First Street, Campbell, California

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

### CALL TO ORDER

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

### ROLL CALL

Attendee Name	Title	Status
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

#### A. Personnel

#### B. Litigation - CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of California Government Code Section 54956.9: One case - workers' compensation claim by City employee.

#### C. Real Property Real Property – Pursuant to GC Section 54956.8 Conference with real property Negotiators Campbell Community Center, One W. Campbell Avenue, Campbell, CA 95008

City Negotiator: City Manager, Brian Loventhal

Negotiating Parties: SAGE Academy

Under Negotiation: Lease Renewal, including price and terms of payment

Real Property – Pursuant to GC Section 54956.8 Conference with real property Negotiators Campbell Community Center, One W. Campbell Avenue, Campbell, CA 95008

City Negotiator: City Manager, Brian Loventhal

Negotiating Parties: Old Orchard School

Under Negotiation: Lease Renewal, including price and terms of payment

- D. Labor Negotiations** - Pursuant to G.C. Section 54957.6: Conference with Labor Negotiator - Agency Designated Representatives: City Council, City Manager Brian Loventhal, Assistant City Manager Angelique Gaeta, and Human Resources Manager Ada Chang  
Employee Organizations: Campbell Municipal Employees Association (CMEA); Campbell Police Civilian Employees Association (CPCEA); Carpenters Local 405/Northern California Carpenters Regional Council (CARP); Classified and Unclassified Management Employees; and Confidential Employees.

The City Council met in Executive Session to discuss Items B, two items under Item C and Item D. City Manager Loventhal and City Attorney Seligmann were in attendance for all items. Assistant City Manager Gaeta and Human Resources Manager Chang were in attendance for Items B and D. Recreation and Community Services Director Bissell was in attendance for Item C.

**ADJOURN**

Mayor Lopez adjourned the meeting at 6:06 PM.

APPROVED:

ATTEST:

\_\_\_\_\_  
Sergio Lopez, Mayor

\_\_\_\_\_  
Andrea Sanders, City Clerk

Minutes Acceptance: Minutes of Jun 3, 2025 5:30 PM (CONSENT CALENDAR)

# CITY COUNCIL MINUTES

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



## REGULAR MEETING OF THE CAMPBELL CITY COUNCIL

Tuesday, June 3, 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](http://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 Police Records Specialist Brenda Roush in recognition of her retirement with the Campbell Police Department.

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

### SPECIAL PRESENTATIONS AND PROCLAMATIONS

There were no special presentations and proclamations.

### COMMUNICATIONS AND PETITIONS

There were no communications and petitions.

### ORAL REQUESTS

Minutes Acceptance: Minutes of Jun 3, 2025 7:00 PM (CONSENT CALENDAR)

Bob Kass, former Public Works Director stated concerns with maintenance at the Community Center and requested that conditions be cleaned up.

Christina Ramos with PG&E introduced herself to the Council as the Senior Public Affairs representative and that she looks forward to sharing information related to their public safety programs.

### **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](mailto:ClerksOffice@campbellca.gov) or 408-866-2117 for additional information. Applications close at 5:00p.m. 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 9:00a.m. to 10:00a.m. 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](mailto: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](http://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](http://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.

## **CONSENT CALENDAR**

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

Items four, nine, fourteen and fifteen were pulled from Consent.

Vice Mayor Furtado commented on Item seven, thanking the staff of the Senior Nutrition Program at the Adult Center for the work they do in providing meals to seniors in the community.

Councilmember Hines commented on Item thirteen, thanking the DCBA representatives for the excellent work they are doing.

The Consent Calendar was considered as follows:

1. **Minutes of City Council Executive Session Meeting of May 20, 2025**  
Recommended Action: Approve the executive session meeting minutes of May 20, 2025.  
 This action approves the executive session meeting 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.  
 This action approves 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.  
 This action approves the bills and claims in the amount of \$3,858,822.12 as follows: bills and claims checks dated May 5, 2025, in the amount of \$2,269,039.50; payroll checks dated May 8, 2025, in the amount of \$75,684.00; and bills and claims dated May 12, 2025, in the amount of \$1,514,098.62.
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.  
 This action reviews and accepts 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.

Resolution 13292 approves 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 authorizes 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.

Resolution 13293 approves 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 authorizes 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.

Resolution 13294 approves and agreement and authorizes the City Manager to execute the agreement with MoonChef, LLC to provide catered meals for the Senior Nutrition Program during Fiscal Year 2025-26.

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.

Resolution 13296 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.

Resolution 13297 declares Council's intention to levy and collect assessments within the City of Campbell Lighting District LLA-1 for (FY) 2025-26 and sets 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.

Resolution 13298 approves 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 authorizes 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.

Ordinance 2330 amends 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.

Resolution 13301 approves 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.

**M/S: Hines/Bybee - That the City Council approve the Consent Calendar, with the exception of Items four, nine, fourteen and fifteen. The motion was adopted by the following roll call vote:**

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Hines

Minutes Acceptance: Minutes of Jun 3, 2025 7:00 PM (CONSENT CALENDAR)

<b>SECONDER:</b>	Bybee
<b>AYES:</b>	Bybee, Hines, Scozzola, Furtado, Lopez

**ITEMS CONSIDERED SEPARATE FROM CONSENT**

**4. Monthly Investment Transactions Report (April 2025)**

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

Vice Mayor Furtado asked about the monthly yield for funds deposited in the Bank of New York, which are managed by Chandler Investments.

City Manager Loventhal noted they would follow up with the Council and provide that amount. Moving forward, this information will be included in the Monthly Investment Transactions Report.

Mayor Lopez asked if anyone from the public had comments. There were no public comments.

**M/S: Furtado/Hines – That the City Council review and accept the Monthly Investment Transactions Report for April 2025. The motion was adopted by the following roll call vote:**

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Furtado
<b>SECONDER:</b>	Hines
<b>AYES:</b>	Bybee, Hines, Scozzola, Furtado, Lopez

**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.

Vice Mayor Furtado spoke about the grant application project concept #7 which related to Campbell PDA enhancements including bike and pedestrian improvements along Civic Center Drive, Orchard City Drive, and Campbell Avenue in the Historic Downtown. He stated concerns with the ability to install bike lanes on some of the narrow streets.

Interim Public Works Director Olay said the roads with will be evaluated for safety prior to installing any bike lanes or sharrows. She stated that all feasible projects are included as part of the grant application to obtain as much funding as possible. Any new projects will return to the City Council for approval.

Minutes Acceptance: Minutes of Jun 3, 2025 7:00 PM (CONSENT CALENDAR)

Mayor Lopez asked if anyone from the public had comments. There were no public comments.

**M/S: Furtado/Hines – That the City Council adopt Resolution 13295 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. The motion was adopted by the following roll call vote:**

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Furtado
<b>SECONDER:</b>	Hines
<b>AYES:</b>	Bybee, Hines, Scozzola, Furtado, Lopez

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.

Mayor Lopez spoke of Brenda Roush’s dedication and valuable work she provided to the community and its residents.

Police Chief Berg commended Ms. Roush for her exemplary service to the Department. He noted that she will be receiving the Outstanding Duty Award at an upcoming Police Ceremony.

Records Specialist Roush thanked Police Chief Berg and the City Council for the recognition and support. She spoke about how lucky she was to be able to work with such amazing people that she will always see as her family.

The City Council each thanked Ms. Roush for her outstanding service to the Department and the City. They wished her well in her retirement.

Mayor Lopez asked if anyone from the public had comments. There were no public comments.

**M/S: Bybee/Hines – That the City Council adopt Resolution 13299 commending Police Records Specialist Brenda Roush upon her retirement after over 10 years of outstanding service with the City of Campbell Police Department. The motion was adopted by the following roll call vote:**

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Bybee
<b>SECONDER:</b>	Hines

Minutes Acceptance: Minutes of Jun 3, 2025 7:00 PM (CONSENT CALENDAR)

**AYES:** Bybee, Hines, Scozzola, Furtado, Lopez

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.

Mayor Lopez spoke of Sergeant Cutler’s achievements during his time with the Campbell Police Department.

Police Chief Berg spoke about the many years he served with Sergeant Cutler. He spoke of the amazing contributions he has made to the organization over the years.

Councilmembers congratulated Sergeant Cutler on his retirement and thanked him for the high level of service and leadership he brought to his position.

Mayor Lopez asked if anyone from the public had comments. There were no public comments.

**M/S: Furtado/Bybee – That the City Council adopt Resolution 13300 commending Sergeant Mark Cutler for his 30 Years of Service to the City of Campbell. The motion was adopted by the following roll call vote:**

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Furtado
<b>SECONDER:</b>	Bybee
<b>AYES:</b>	Bybee, Hines, Scozzola, Furtado, Lopez

**PUBLIC HEARINGS AND INTRODUCTION OF ORDINANCES**

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.

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

City Manager Loventhal and Finance Director Fuentes presented a staff report dated June 3, 2025. Additional information was provided on corrective strategies to address the budget deficit; General Fund Financial Overview; General Fund Reserves; Long-Range Forecast; and the Capital Improvement Plan. (CIP)

Councilmember Bybee asked about the use of OPEB reserves.

City Manager Loventhal replied stating that prior to 2017 the OPEB fund was for retirees that have worked more than 17 years. Those benefit costs are now more predictable and will diminish over time to a zero balance.

Councilmembers voiced their concerns on using reserve funds.

Mayor Lopez opened the public hearing and asked if anyone wished to speak.

Mary Gloner, Interim Executive Director for CASSY thanked the Civic Improvement Commission and the City Council for their recommendation to support their social services subgrant request. The funding will go towards providing school based counseling and crisis intervention services for Campbell Union High School District students.

Michelle Schroder with Senior Adults Legal Assistance (SALA) thanked the Civic Improvement Commission and the City Council for approving their social services subgrant request. The funding will go towards providing free legal assistance to clients 60 and over.

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

Vice Mayor Furtado thanked the two public speakers for attending. He noted the City Council has continually supported the social service subgrants as they lead to such excellent services being provided to the community

Councilmembers thanked staff for bringing forward a balanced budget. They stated concerns with future budgets and that staff should look at upcoming challenges. This may mean looking at reductions in staffing and services to achieve more long-term cost savings.

**M/S: Lopez/Bybee – 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. The motion was adopted by the following roll call vote:**

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Lopez
<b>SECONDER:</b>	Bybee

Minutes Acceptance: Minutes of Jun 3, 2025 7:00 PM (CONSENT CALENDAR)

**AYES:** Bybee, Hines, Scozzola, Furtado, Lopez

## **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.

Interim Public Works Director Olay presented a staff report dated June 3, 2025.

Mayor Lopez asked if the Council had any questions on the staff presentation.

Councilmember Bybee asked how the traffic during construction will be handled. Interim Public Works Director Olay noted that staff will work with the contractor to minimize the impact to traffic as much as possible via lane closures and possible night work.

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

Steve Saunders, Campbell resident stated support for the project, hopes it will stay on schedule and stated concerns with the HWY 17 overcrossing.

Mayor Lopez asked staff to continue their public outreach and to include social media channels. He encouraged staff to continue seeking grant funding opportunities and suggested grant funding opportunities through Valley Transportation Authority. (VTA)

After discussion, **M/S: Scozzola/Bybee – That the City Council adopt a Resolution 13302: 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. The motion was adopted by the following roll call vote:

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Scozzola
<b>SECONDER:</b>	Bybee
<b>AYES:</b>	Bybee, Hines, Scozzola, Furtado, Lopez

**UNFINISHED BUSINESS**

There was no unfinished business.

**COUNCIL COMMITTEE REPORTS**

18. **Council Committee Reports**

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

Councilmember Scozzola attended the Education Subcommittee meeting with Councilmember Bybee; the Memorial Day event held by the Veterans Memorial Foundation, with Senator Cortese and Congressman Liccardo in attendance; a meeting of the Campbell Museum & Ainsley House Foundation; a Silicon Valley Clean Energy (SVCE) event on 2025 Building Codes with Councilmember Hines and Mayor Lopez in attendance; and the Santa Clara County Firefighters ribbon cutting at their new Union Hall with all Councilmembers in attendance.

Councilmember Bybee attended the Public Works event at the Corp yard in recognition of Public Works Week.

Councilmember Hines highlighted the Economic Development Update provided by Economic Development Manager Denoto-Weinstein; attended a meeting of SVCE; the SCC Firefighters Ribbon Cutting; and the Community Center Cooling Center. He gave a shoutout to the Santa Clara County Fire Foundation and Local 1165 for their excellent program. Spoke of San Jose Vice Mayor Pam Foley hosting an event discussing a conversion of the Bristol Hotel for potential unhoused services.

Mayor Lopez attended a meeting of West Valley Mayors and Managers; and invited the public for his upcoming "Mayor Office Hours" on Tuesday June 10 11:00am -12:00pm in the Council Chambers with Chief Gary Berg also attending.

Minutes Acceptance: Minutes of Jun 3, 2025 7:00 PM (CONSENT CALENDAR)

**ADJOURN**

Mayor Lopez adjourned the meeting at 8:58 PM.

APPROVED:

ATTEST:

\_\_\_\_\_  
Sergio Lopez, Mayor

\_\_\_\_\_  
Andrea Sanders, City Clerk

Minutes Acceptance: Minutes of Jun 3, 2025 7:00 PM (CONSENT CALENDAR)



*City  
Council  
Report*

Item: 3  
Category: CONSENT CALENDAR  
Meeting Date: June 17, 2025

**TITLE: Approving Bills and Claims**

**RECOMMENDED ACTION**

Approve the bills and claims in the amount of \$1,600,659.88.

**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 19, 2025	\$201,937.38
Payroll	May 22, 2025	\$35,718.42
Bills & Claims	May 26, 2025	\$1,363,004.08
	<b>Total</b>	<b>\$1,600,659.88</b>

**FISCAL IMPACT**

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

Prepared by:

Celia Deniz, Accounting Clerk II

Reviewed by:

Norite Vong, Assistant Finance Director

Approved by:



Brian Loventhal, City Manager



*City  
Council  
Report*

Item: 4  
Category: CONSENT CALENDAR  
Meeting Date: June 17, 2025

**TITLE: Proposed Modifications to Council Policy, Section 13, Theatre Use Policy (Resolution/Roll Call Vote)**

**RECOMMENDED ACTION**

That the City Council adopt a resolution approving the proposed modifications to Council Policy, Section 13, Theatre Use Policy to be effective June 18, 2025.

**BACKGROUND**

The City Council established policies to provide clear rules and consistent guidance. Section Thirteen (13) of the Council Policies is the Theatre Use Policy, which was created to ensure the safe, appropriate use, and upkeep of the City's Heritage Theatre upon its reopening in 2004. This policy outlines key areas, including the rental application process, rules of use, box office support, and associated fees. As our community grows and attracts a more diverse range of rental clients, it is important to periodically review and update the policy to clarify expectations, reflect technical upgrades, and address emerging needs. This policy was last updated in 2013, but the attached fee schedule is updated annually.

**DISCUSSION**

The Theatre Use Policy has been an effective tool in managing the rental requests at the Heritage Theatre. In recent years, a variety of issues have arisen that necessitate changes to the existing policy. Staff is proposing modifications to the policy to address these emerging needs related to the use of the Theatre facilities and surrounding areas. These updates aim to better support renters, ensure compliance with safety regulations and preserve the Theatre's appearance and functionality.

The proposed changes are outlined in Attachment B in the red-line version of the policy. The major changes include:

**Rental of Theatre Plaza** – Language has been added to the policy to address the ongoing requests to rent the plaza in conjunction with existing events. Additional language allows for the plaza to be rented as a standalone space only when there is no concurrent rental in the Theatre. The changes support the additional fees included in the Fee Schedule approved by Council on April 15, 2025.

**Tents/Canopies** – New language clearly outlines rules for the use of tents and canopies when renting the Heritage Theatre, Courtyard, and Theatre Plaza. Previously, guidance was deferred to the Park, Athletic, Field Use Policy to provide guidance and Fire Code regulations. Including this language in the Theatre Use Policy provides greater clarity for rental clients.

**Decorations** – Language has been added to specify the rules regarding interior decorations and to establish guidelines for exterior decorations in the front plaza area. Previously, such requests were handled on a case-by-case basis. The update language provides clear direction to clients regarding acceptable décor.

**New Fees** – Language has been added to provide descriptions of the new fees that were added and approved in the Fee Schedule on April 15, 2025.

**Minor Changes** – Other minor changes have been made to reflect updated addresses and current dates.

The proposed modifications to Council Policy Section 13, Theatre Use aim to enhance the overall rental experience and clearly define the rules and regulations associated with renting the Heritage Theatre.

## **FISCAL IMPACT**

The changes proposed in this report will have no fiscal impact.

## **ALTERNATIVES:**

1. Do not accept minor modifications to policy.
2. Provide alternative direction to staff.

Prepared by:



Natasha Bissell, Recreation and  
Community Services Director

Approved by:



Brian Loventhal, City Manager

**Attachment:**

- a. Resolution - CC Policy 13-Theatre Use Policy
- b. Theatre Use Policy - Redline
- c. Theatre Use Policy - Clean version

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL APPROVING MODIFICATIONS TO COUNCIL POLICY SECTION 13: THEATRE USE POLICY**

**WHEREAS**, the City Council established Council Policy Section 13: Theatre Use Policy in 2004 to ensure the safe, appropriate use and upkeep of the City’s Heritage Theatre; and

**WHEREAS**, the Theatre Use Policy outlines key operational areas, including rental applications, rules of use, box office support, and fee structures; and

**WHEREAS**, as the City continues to grow and attract a diverse range of rental clients, periodic review and revision is necessary; and

**WHEREAS**, City staff has conducted a review of the Theatre Use Policy and recommends minor revisions to address renter use of the Theatre Plaza, the use of tents and canopies, interior and exterior decorations, descriptions of new fees, and administrative updates; and

**WHEREAS**, these changes are intended to enhance the renter experience, support compliance, and preserve the overall functionality and presentation of the Heritage Theatre; and

**NOW, THEREFORE BE IT RESOLVED**, that the City Council of Campbell approves the minor revisions to Council Policy Section 13: Theatre Use Policy.

**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

Attachment: Resolution - CC Policy 13-Theatre Use Policy (Proposed Modifications to Council Policy, Section 13, Theatre Use Policy)

City of Campbell  
Recreation & Community Services Department  
HERITAGE THEATRE



# THEATRE USE POLICY

**Heritage Theatre**  
**at the Campbell Community Center**  
**1 West Campbell Avenue**  
**Campbell, CA 95008**

**(408) 866-2700**

**E-Mail: [MonicaP@campbellca.gov](mailto:MonicaP@campbellca.gov)**

**[www.heritagetheatre.org](http://www.heritagetheatre.org)**



# Theatre Use Policy

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Exhibit A: Disabled Seating Procedure & Seating Chart

Exhibit B: Directions to the Heritage Theatre

Exhibit C: Campbell Community Center Map

Exhibit D: Schedule of Fees and Charges

### **Campbell Heritage Theatre**

1 W. Campbell Avenue, #C32

Campbell, CA 95008-1039

(408) 866-2700

Fax: (408) 866-2730

[www.heritagetheatre.org](http://www.heritagetheatre.org)

## THEATRE USE POLICY

The purpose of the Theatre Use Policy is to assure that the facility is utilized for recreational, cultural, educational, social and community service functions that meet the needs and interests of the community, as well as to set clear policies, procedures, regulations and rental fees regarding such uses.

### Heritage Theatre Maximum capacity: 802

#### A. Applications

1. Application must be made minimum of forty-five (45) days prior to the desired date of use. The Facility Use Application/Technical Rider must be completed and can be mailed, emailed, faxed or delivered in person. A non-refundable application fee of \$45 dollar is due upon submitting a theatre application in order to receive a theatre estimate. This fee will be applied towards the total theatre rental fees in the settlement provided after the event. An estimate will be provided by the Theatre Manager and must be approved before the appropriate deposit(s) can be accepted. Once the rental is confirmed, a Permit will be issued.
  - a. Any modifications made to the Permit must be made in writing. Modifications can be made up to two weeks prior to first scheduled event date with an applicable processing fee for permit changes. Event information that alters the permit or permit add-on provided after the permit documents are signed by rental client and before 30 days prior to the start of the rental will be charged \$30 per requested change. Event information that alters the permit or permit add-on provided less than 30 days out from an event will be charged \$50 per requested change.
2. Applicants must be at least 18 years of age or older and authorized to enter into an agreement, and an approved representative must be present throughout the entire use of the facility.
3. The Permit provided to the Rental Client will include:
  - a. Estimate of base rent fees and all equipment, service and staffing costs. Payment of the estimate is due 30 days in advance of the first use date if the event is private or free to the public. If admissions are sold, no payment other than the deposit is required in advance unless ticket sales do not cover the cost of the estimate (see section "b" below). Clients are to realize that estimates are provided based on their application and the Theatre Manager's best estimate of use. Final charges will be assessed for actual facility and equipment use, as well as actual service and staffing fees provided and will be outlined in the final Settlement Report and result in a zero balance, additional fees due, or partial refund due to the client. Settlements will be performed within two weeks following last scheduled rental date.
  - b. All Rental Clients selling admissions to their event are required to use the Heritage Theatre Box Office for ticket sales and printing. If ticket sales do

not cover the cost of the estimate within one week of the first scheduled event date, Rental Client is required to pay the estimate. The only acceptable forms of payment at that time will be VISA, MasterCard, Discover, American Express, cash, certified money order or cashier's check. See Section F, page 5 for details on Box Office Management.

4. Theatre Manager will complete a detailed estimate based on the completed Facility Use Application. If Rental Client is comfortable with the estimate, the deposit will be accepted. A refundable security/damage deposit of **\$500.00-\$5,000.00/date** is required and confirms your date. The deposit may be refunded post event if there are no additional fees due, or applied to (deducted from) the total balance due. In addition to fees for facility or equipment use, services, or staffing, the security/damage deposit may also be partially or fully withheld to apply to any charges for damaged or lost equipment, repairs to the facility, extra maintenance (i.e., carpet cleaning), failure to complete pre and post event walkthroughs or failure to vacate the premises at the end time on the Permit.
5. Rentals are not confirmed until applicant receives and signs a Permit. Absolutely no publicity or invitations shall be distributed until the applicant receives this official confirmation.
6. No overnight uses will be allowed. The time reserved must be inclusive of whatever time is needed for set-up, actual event time, and clean up at the conclusion of use.
7. Appointments to view the facility must be scheduled in advance with the Theatre Manager.
8. Theatre Scheduling: Due to the high financial impact of promoting routing dates priority will always be given to scheduling in-house productions. Rental dates by outside organizations may be booked up to twelve (12) months in advance of the event. If a scheduled date must be moved to accommodate an in-house production, every effort will be made to find an acceptable alternate date. In addition, preference for available dates will be given to those presenting successful annual events where a specific date is critical to the success of the event. High priority will be given to those signing multiple (4+) event contracts per year with the Heritage Theatre.

**B. Payment of Fees:** Any fees paid less than thirty (30) days in advance of the first use date must be paid by cash, cashier's check, guaranteed money order, or an accepted charge card (Visa, MasterCard, Discover or American Express) in the name of the hosting/producing organization/person. For Theatre Use Fees and associated Staff and Equipment Use Fees, please see Exhibit D, Schedule of Fees and Charges for Use of the Heritage Theatre.

**C. Cancellations:** Notice of the desire to cancel a booking/reservation must be received, in writing, by the Rental Client whose name appears on the contract. If written notice of cancellation is received 120 days in advance of the first scheduled date of use, the deposit will be refunded, less a \$250.00 processing fee and accrued rental fees to date. Cancellations received less than 120 days in advance of the first use date shall be subject to loss of entire deposit. The City of Campbell reserves the right to cancel any use in emergency situations or when deemed necessary for the safety and best interests of the

customers, the City of Campbell, or all concerned. In such cases, a refund of all fees and deposits paid will be provided. The City of Campbell will not be liable for any other expenses incurred by Rental Client in relationship to this booking, including but not limited to lost profit or income, expenses incurred, and incidental, special or consequential damages of any kind.

1. Force Majeure: If the Heritage Theatre is unfit for occupancy by Rental Client during the period covered by agreement, by reason of fire, earthquake, strike, civil disturbance or any other cause beyond the control of the City of Campbell, then the agreement shall be of no further force and effect.

#### **D. Insurance Requirements**

1. The Rental Client shall be responsible for any and all damage to the Heritage Theatre and its' premises, equipment and property during their occupation of the facility.
2. The Rental Client will be held responsible for all actions, behavior, and damages caused by his/her guests/attendees during occupancy of the facility.
3. All Rental Clients will be required to provide the City of Campbell with an original Certificate of Insurance providing proof of the following coverage:
  - a. General liability and property damage insurance in an amount not less than \$1,000,000 per occurrence.
  - b. Additional insureds to be listed as:
    1. The City of Campbell: 70 N. First Street, Campbell, CA 95008
    2. VenueTech Management Group: ~~3415 Sweet Drive, Lafayette, CA 94549~~ 1821 S. Bascom Avenue, #270, Campbell, CA 95008
  - c. The insurance may not be cancelled or reduced without 30 days prior written notice to all named additional insureds.
4. Rental Clients requesting permission to sell alcoholic beverages must provide host liquor liability insurance in an amount not less than \$1,000,000 per occurrence, in addition to the insurance outlined above, and evidence of any necessary license to sell alcoholic beverages. See Section L, page 7 for more details on Concessions & Merchandise.
5. The City of Campbell and VenueTech Management Group are not responsible for accidents, injury, illness or loss of group or individual property.
6. Rental Client shall defend, release, indemnify and hold the City of Campbell and VenueTech Management Group, their officers, agents, employees and volunteers, harmless from and against any loss, liability, costs (including reasonably incurred attorney fees) claim or damages that may arise or result from, or be related to or be alleged to arise or resulted from activities of Rental Client, its officers, agents, employees and volunteers, and shall, at its own costs, expense and risk, defend any and all legal proceedings that may be brought against the City of Campbell and VenueTech Management Group, their officers, agents, employees and volunteers, on any claim, demand, or alleged liability, and shall satisfy any settlement or judgment that may be rendered against any of them arising from, or related to activities of Rental Client, and shall assume liability for any and all direct expense incurred in providing services pursuant to this policy, except for any claim, loss, liability, damage or cost directly arising out of the sole negligence or willful misconduct of the City or VenueTech Management Group.

7. A copy of detailed insurance specifications is available from the Theatre Manager.

**E. Volunteers/Security/Professional Event Staff:** Heritage Theatre volunteers are given priority to work all events. A minimum of 8 Heritage Theatre volunteers is required per event. If Theatre cannot secure these volunteers, event staff may be required at the expense of the Rental Client and the discretion of the Theatre Management and the City of Campbell.

1. Heritage Theatre volunteers will no longer be responsible for enforcing your no photo/recording requests. They will continue to be responsible for ticket taking, ushering, accident/incident reporting and emergency evacuations. It has become too difficult to control this with the abundance of smart phones and our volunteers' efforts are best focused on their other responsibilities listed above. We have a sign that will be displayed in the lobby and it will continue to be announced in the mandatory pre-recorded show announcement. We have found when our rental clients do their own pre-show announcement addressing photo/recording regulations for your show(s), it is effective, so please let the Production Manager know if you would like to have a mic set up for this. We also encourage you to provide volunteers or staff from your organization to enforce your requests, or we can hire private security staff from the company we contract out with to specifically handle this at your show(s). The additional expense of private security is \$45.00/hour/person with a six-hour minimum. Please let the Theatre Manager know if you would like private security to handle this at least 2 weeks prior to your show(s), and how you want the paid staff to handle violations (ex: warning only, escort out, etc.)

**F. Box Office Management**

1. The Heritage Theatre reserves the right to manage all Box Office operations, including ticket printing and the collection of admission fees. Rental Clients of the Heritage Theatre will pay for Box Office services as well as ticket printing as per the attached Schedule of Fees and Charges.
2. Once the Ticket Information Sheet is submitted, the show build will begin based on the information provided. Additional information or changes to already provided information will result in a Revised Build Fee, charged at \$50-\$100/per change.
3. A Rush Build Fee will be charged for on-sales that require completion in less than the permitted 7 business days to be charged at \$100.00 per build.
4. Consignment tickets are not available for all Rental Clients. Theatre Management may or may not approve consignment tickets. If a Rental Client wishes to use consignment tickets, the following stipulations must be met:
  - a. Rental Client will be liable for the full cost of the tickets and will be required to sign a Consignment Agreement.
  - b. A complete accounting of all tickets sold, including discounts or complimentary tickets issued, must be made by the Client to the Box Office prior to the event.
5. Presales are allowed online only. At the time of a general onsale, tickets will be offered online, through the Box Office and over the phone simultaneously.
6. The Box Office will not provide exchanges or refunds on tickets sold unless instructed in advance by the Rental Client. The Box Office will not replace lost tickets.

7. Rental Client may not reproduce Theatre tickets. The Box Office provides assigned seating with each ticket unless otherwise specified. The Box Office closes twenty (20) minutes after a show begins and no tickets will be sold from that point on. Latecomers will be seated at the first appropriate break in the performance. No one is allowed in the Box Office except authorized Heritage Theatre personnel.
8. The Rental Client may choose to offer a discount on ticket prices for groups, seniors, or children if so desired. This discount information must be provided to the Box Office in writing at least two weeks in advance of ticket sales. Use of third party discounted sites (Groupon, Goldstar, etc.) must be approved by Theatre Manager and additional rental fees apply.
9. Complimentary tickets for any performance may be printed by the Theatre Box Office at the request of the Rental Client.
10. No admission charged: If an event is free or private, Theatre staff will count the number of patrons entering the Theatre, including infants. When the maximum allowable occupancy has been admitted, the doors will be closed and no one else will be permitted entry. If Rental Client has family, friends or other people who have arrived with the cast and crew and entered the facility through the backstage, but will require a seat in the audience, they must report to the Theatre Manager or designee to be counted.

**G. Support of Non-Profit Organizations:** A discounted rate schedule for non-profit organizations is not available.

**H. Discretionary Booking:** At the discretion of the Recreation and Community Services Director, requests for rental of the Theatre may be denied if the proposed event presents a potential conflict to the target market of a previously scheduled event. Criteria include the market saturation of a particular event type, long-term relationship of an existing Theatre client, and/or the financial impact on the Theatre. Additionally, the Recreation and Community Services Director shall regulate or prohibit such activity or use, which in his/her judgment is determined to be of a hazardous nature, is potentially dangerous or damaging to property, or is not in the best interests of the citizens of the City of Campbell.

**I. Rental Uses of the Garden Courtyard:** The Garden Courtyard, located immediately east of the Theatre, may be separately rented to individuals, businesses, and organizations, based on availability that does not conflict with scheduled Theatre events. The Garden Courtyard may be rented in conjunction with a Theatre rental for pre event or intermission activities only and not for post event activities. Rental of the Garden Courtyard does not include use of tables, chairs, canopies, podiums, or any other equipment. Separate rental fees for this area are included in the attached Schedule of Fees and Charges.

**J. Rental Uses of the Theatre Plaza:** The Theatre Plaza, located immediately in front of the Theatre, may be separately rented to individuals, businesses, and organizations, based on availability that does not conflict with scheduled Theatre events. The Theatre Plaza may be rented in conjunction with a Theatre rental for pre event or intermission activities only and not for post event activities. Rental of the Theatre Plaza does not include use of tables, chairs, canopies, podiums, or any other equipment. Separate rental fees for this area are included in the attached Schedule of Fees and Charges. Theatre Plaza use may require additional theatre staff oversight.

**K. Tents/Canopies:** All tents/canopies used on the exterior of the Theatre must be in conjunction with a Theatre rental permit. The use of tents/canopies must be requested in advance by the permit holder and approved in advance by both the Theatre Manager and the Production Manager. The use of tents/canopies must comply with the California Fire Code. Permitted tents include enclosed tents up to 400 square feet and open-sided tents up to 700 square feet. All tent materials must be flame-resistant and properly labeled. Tents must be securely anchored, structurally stable, and placed at least 20 feet away from buildings, other tents, vehicles, and lot lines, unless otherwise exempted by code. Cooking or heating inside tents is not permitted. All setups must maintain clear exits, comply with accessibility standards, and must not obstruct public walkways. Local fire department regulations may still apply and must be followed.

**J.L. Photography:** The Theatre and/or Garden Courtyard may be reserved for the purpose of photography, subject to availability and fees outlined in the attached Schedule of Fees and Charges.

**K.M. Interior Decorations:** Any decorating, covering of, or changes to the facility shall be discussed at the time of application. The Rental Client shall be responsible for putting up any decorations and all other special preparations necessary for their function. Set up/decorating inside and outside of the Theatre may only occur during the rental time on the Permit. All decorations shall be removed at the conclusion of the function. Rental Client shall be responsible for the removal of all decorations, attachment material, special preparations, Rental Client's personal property, and any rented equipment before the Rental Client vacates the premises. The Garden Courtyard and the Loading Dock Driveway must be vacated by the end of the rental. Method of installation of all decorations must have prior approval of the Theatre Manager.

1. All decorations must be flameproof or fire retardant.
2. The use of cellophane, all tapes, nails, staples, screws, etc., is NOT allowed on walls, ceilings, Theatre seating, furniture, or floors. Insufficient removal of any items will result in additional clean-up charges to be withheld from deposit. If Rental Client is granted permission to use tape, it must be painter's tape.
3. Decorations may NOT be hung from light fixtures, ceiling, heat detector, emergency lights, or acoustical wall/ceiling tiles.
4. Decorations are not allowed in or around the reflecting pools in the front plaza
5. Open flames (such as lighted candles) are NOT allowed.
6. All plants, trees, and shrubs must be in waterproof containers and must be carefully placed so as not to damage floor, tables, or block fire exits.
7. No foreign substance may be applied to the floor.
8. No water features or decorations that are water-related/water based are allowed.
9. No rice, birdseed, confetti, hay bales, sand, etc., are permitted at the Heritage Theatre or on surrounding sidewalks and parking lots. Use will cause forfeiture of entire damage deposit.
10. For safety reasons, relocation or rearrangement of Heritage Theatre equipment is not permitted. Staff on duty must perform any rearrangement of furnishings and/or equipment. All doors, aisles and hallways must be kept clear in the event of an emergency evacuation.

11. For customer comfort, energy efficiency, and consideration of our neighbors, all doors and windows must remain closed throughout the entire event.

**L.N. Exterior Decorations:** All exterior decor must be approved in advance by both the Theatre Manager and the Production Manager. If approved, decor may be placed at the front of the theatre, in the Theatre Plaza, the Garden Courtyard, the grassy area west of the Box Office, and along the paths adjacent to—but not blocking—the walkway between the Community Center parking lot and the Theatre Plaza. All decor and signage must comply with California fire code and must not obstruct access to any public walkways. Signage may not be staked into the ground. No decor may be placed in or around the reflecting pools. Use of the Theatre Plaza may require additional oversight from theatre staff. Associated fees are outlined in the attached Schedule of Fees and Charges. Exterior decor may also require additional theatre staff oversight. All rules and regulations for interior decor also apply to exterior decor.

**M.O. Concessions and Merchandise**

1. The City of Campbell retains the right to all concessions within the Heritage Theatre and its environs. If Rental Client is granted permission to sell concessions or merchandise, the City of Campbell shall receive 25% of gross sales.
2. Concessions/refreshments/snacks in the lobby are limited to dry pre-packaged items only such as chips, candy, cookies. The Garden Courtyard must be rented for all other foods that are served or sold.
3. Alcoholic Beverages: The use and/or sale of alcoholic beverages is allowed by prior written permit application only and must be requested at the time of application.
  - a. Alcoholic beverages to be consumed on the premises shall be limited to beer, wine and champagne. Absolutely no hard liquor is allowed.
  - b. If the presence of alcohol is deemed to conflict with other previously scheduled uses/users, the request may be denied.
  - c. Alcohol is NOT allowed at youth-oriented events or events held in honor of a minor.
  - d. A group or organization wishing to sell alcoholic beverages at their function or provide alcoholic beverages with the cost of admission, must first obtain approval from the Theatre Manager, and then the Police Chief; and upon approval will be required to obtain, at their own expense, the appropriate permits and licenses from the State Alcoholic Beverage Control Board (24 hour liquor license). Liquor liability insurance is also required from the sponsoring organization. Liquor licenses may be obtained at the: Alcoholic Beverage Commission, Santa Clara County District Office, 100 Paseo de San Antonio, #119, San Jose, CA 95113. Telephone: (408) 277-1200. Evidence of this license must be on file in the Heritage Theatre office at least ten (10) days prior to the event/function.
  - e. Rental Clients sponsoring events where alcohol is sold will be required to obtain liquor liability insurance per the coverage outlined in sections D3 and D4.
  - f. Rental Clients sponsoring/hosting events where alcoholic beverages are served or sold will be required to have security, at the Rental Client's cost

- and expense. Theatre Manager will determine the security needs for the event.
4. Rental Clients are permitted to sell non-food items, subject to the following restrictions
    - a. Advance notice must be given to the Theatre Manager 30 days prior to event and sale of items.
    - b. All items for sale must be approved by the Theatre Manager in advance
    - c. All items for sale must be related to the event. The Heritage Theatre will not be used for merchandising or retail sales of items unrelated to an event or performance.
    - d. The City of Campbell shall receive 25% of gross sales if the Rental Client sells and 30% if the House sells.
    - e. The City of Campbell reserves the right to restrict or not permit the sale of any items at the sole discretion of the Theatre Manager.
  5. Receptions involving the serving of food and drink prior to or during events require approval from the Theatre Manager and must be arranged in advance. Additional cleaning and damage deposits may be required.

#### **N.P. Technical Labor**

1. Labor: To ensure the protection of all in-house equipment and the professional presentation of events, the Heritage Theatre will require all Rental Clients to utilize the House technical staff for their events, at the rates outlined on the attached Schedule of Fees and Charges. The Theatre Manager shall have the discretion to schedule staff deemed necessary to provide for a quality production, at the expense of the client.
2. Lighting and sound equipment in the Heritage Theatre will be operated by approved Technicians. If a Rental Client wishes to use their own members as additional technicians, each of these persons must demonstrate, to the Manager and/or Technical Director, their capabilities to perform before they may be employed. They must also be certified by the Theatre Manager and Technical Director and provide proof of Workers Compensation Insurance.
3. The Theatre is equipped with a video projector, screen and associated accessories. This equipment is only to be operated by a Theatre technician. The projector is a 12,000 lumens Epson projector with a semi-long lens. The projector is permanently mounted on the front light rail of the balcony. A DVD and Blu-Ray player is available, or Rental Clients may bring in a laptop computer to be used with the Theatre projection system. A 10½' x 14' screen is also available for use. The rental rate for the projector is outlined in Exhibit D. Projector specs are in the full tech packet.
4. The Heritage Theatre will not be used for long-term storage of sets, props or costumes. Run-of-event storage will be provided as available and by arrangement with the Theatre Manager or Technical Director. Materials left in the Heritage Theatre after strike of event will become property of the City of Campbell unless previous arrangements have been made with the Theatre Manager or Technical Director. The City of Campbell assumes no responsibility for stored or abandoned property or materials at any time. The Rental Client will be responsible for any costs the City of Campbell incurs related to removal and/or disposal of abandoned

- property or materials. The deposit could be forfeited if property or materials are abandoned.
5. Each Rental Client must provide a Production Stage Manager for their event. If they are not able to provide such a person who is, in the Theatre Manager's opinion, qualified to fill this position, one will be provided at the Rental Client's cost at the rates set forth in the attached Schedule of Fees and Charges.
  6. The Rental Client must coordinate the needs of all aspects of their event with the Theatre Manager and Theatre Production Manager. Rental Client is required to schedule a 1-hour maximum production meeting with the Theatre Production Manager.
  7. No changes or modifications to the fixed equipment or facilities may be made, nor may any equipment be removed from the Theatre or altered. Any structural or electrical changes may be made only by Theatre staff with the Theatre Manager's and/or Building Maintenance Supervisor's approval and only by qualified staff or licensed contractors. All labor needed to make such changes and reverse them will be charged to the Rental Client at the set Tech rate or, in the case of an outside contractor, cost plus 15%.
  8. No event taking place in the Heritage Theatre may be recorded, televised, broadcasted or otherwise recorded for commercial reproduction or use in any manner without the express written consent of the City of Campbell. The Client must hold the City of Campbell and VenueTech Management Group harmless from such activity and must also meet all insurance requirements prior to the event.
  9. All scenic units, props, and electrical equipment provided by the Client is subject to a safety inspection by the Technical Director or his/her designee. The City of Campbell reserves the right to prohibit the use of any scenery, property or equipment that is deemed by the City to be unsafe. Equipment judged to be unsafe must be brought up to minimum standards before being used, or must be removed from the premises.
  10. Specialized needs for sound or lighting must be arranged at least two weeks in advance with the Theatre Manager or Technical Director.
  11. The Rental Client will not obstruct or restrict the use of any doors, exits, hallways or aisles in the Heritage Theatre. No tripods, cable, or equipment of any kind will be allowed in the audience seating area without the prior approval of the Theatre Manager. The approved location for additional production equipment is located in the rear orchestra section on house right "Overflow production and seating area". If the overflow production and seating area is used for production or equipment, patrons will not be allowed to be seated in this section. Under no circumstances may the view of the audience be obstructed.

#### **9.0. Promotions**

1. No signage, posters, flyers or advertisements for any event may be posted in or on the Heritage Theatre or the Campbell Community Center at any time. Advertisements, posters, flyers and marketing material for off-site use related to the event must be approved by the Theatre Manager. If prior approval and permission is granted, Client is responsible for putting up and taking down all promotional material. Everything must be removed at the conclusion of the event. Rental Client

will be billed at a rate of \$45.00/hour for labor involved in removing any promotional material that is left after event.

2. Promotion of event is the sole responsibility of the Rental Client.
3. A marquee will be provided for the public notice of events at the Heritage Theatre for a weekly fee of \$33.00. Additional changes/modifications to the original marquee message will be billed at \$15 each. The marquee will be under control of the City of Campbell, and notices for events will be posted at the City of Campbell's discretion.

## **P.R. General Rules and Regulations**

1. Weapons (including knives or swords) firearms, explosives, open flames or lasers are not permitted in the Heritage Theatre.
2. At no time will any illegal activity, performances, or exhibition be allowed in the Heritage Theatre.
3. Helium balloons are not allowed in the auditorium.
4. Gambling on the premises is prohibited. Gambling shall be defined as any game of skill, chance or raffle, played with cards or any other device for money or any other representative item of value.
5. If you are having equipment delivered or picked up at times other than your scheduled use, arrangements need to be made in advance with the Production Manager. You will be billed for the time involved with the delivery/pick-up. Delivery vehicles should enter at the Campbell Avenue entrance and back up to the loading dock.
6. Drop-offs: please have buses and cars drop-off and load passengers in the indented Loading Area directly in front of the Theatre on Campbell Avenue.
7. During rehearsals: only the first four rows in the auditorium may be used- the remainder of the house, balcony and lobby are closed. Backstage restrooms are to be used. The only exception to this policy is if the Rental Client has agreed in advance to pay for a scheduled House Manager.
8. Please remember: no feet on chairs, no scratching of seat backs, do not sit on tables, report any damage to the facility or equipment to the Production or House Manager, no running or yelling inside the Theatre, and no food or beverages in the auditorium (bottled water is the only exception).
9. Everyone must access and egress the stage from designated stairs.
10. Facility permits and reservations cannot be transferred, assigned or sublet.
11. All Volunteers and performers are required to enter through the Backstage Door near the loading dock (see attached map) for both rehearsal and performance dates. Volunteers must be clearly identified with a badge provided by Rental Client.
12. All sound checks on performance days must be completed 90 minutes before showtime- no exceptions.
13. With the exception of service animals necessary to assist a person with a bona fide disability, animals will only be permitted in the Theatre when authorized, in advance, by the Manager.
  - a. Service animals are not pets, they are working animals individually trained to do work or perform a task for the benefit of a person with a disability (including physical, sensory, psychiatric, intellectual or other mental disability). Service animals are dogs (any breed) or mini horses.

- b. Service animals will be removed or excluded if they are not under control and/or housebroken and cannot compromise safe facility operation.
  - c. Service animals may accompany its handler in all areas of the facility where the public is allowed to go.
  - d. Service animals are not emotional support or companion animals.
14. Smoking and vaping is not allowed in the Heritage Theatre or anywhere outside of the Heritage Theatre. The entire Campbell Community Center is a smoke and vape-free environment. No food or drink with the exception of bottled water and beverages in approved Theatre Concert Cups will be allowed in the audience seating area at any time.
  15. The breezeways leading out to the Garden Courtyard must remain clear at all times. There is no set up allowed in this area.
  16. Improper dumping including, but not limited to, food, chemicals, beverages and ice is not allowed inside the Theatre or surrounding areas. All items must be properly disposed of in the Theatre dumpster on the loading dock.
  17. Strollers are not permitted in the Theatre auditorium or lobby. All patrons will be asked to take strollers back to their cars.
  18. The Client shall be responsible for the orderly conduct of all persons using the Heritage Theatre during their event. The City of Campbell reserves the right to remove, or have removed, any person behaving in an unlawful, disrespectful, or objectionable manner.
  19. Fights, vandalism, or destructive behavior on the part of any member of a Rental Client's group or its audience will be grounds for immediate cancellation of the event and all future events. In this case, all fees will be forfeited.
  20. The Heritage Theatre will be provided to Rental Client in a clean and ready state. Rental Client is responsible for leaving the Heritage Theatre in the same state they found it. Any cleaning that must be done beyond ordinary wear and tear will be charged to the Rental Client at the Maintenance rate outlined in the Schedule of Fees and Charges.
  21. Under no circumstances will a larger number of persons be allowed in the audience seating area than the total number of seats.
  22. Lost and Found: The Heritage Theatre, City of Campbell, VenueTech Management Group, and volunteer staff will not be responsible for lost-and-found items, but will hold found items for a maximum of 30 days. All items of substantial value will be turned over to the City of Campbell Police Department. Inquiries for lost items should be directed to the Theatre Manager at (408) 866-2797.
  23. The maximum capacity in the backstage area is 40 persons between Dressing Rooms A, B & C. All costume changes, hair & makeup need to be contained in a dressing room. Due to privacy concerns and safety issues, pipe and drape will no longer be set up for dressing room space. The Theatre staff will set up pipe and drape for a single 5'x5' quick change booth if needed.
  24. There is a designated "free speech area" for all Theatre events. Theatre Manager or Production Manager can provide the information/location as needed.
  25. The City of Campbell reserves the right to amend these policies and/or fees and charges as deemed necessary without advance notice. Previously approved reservations will not be affected by new rates.

**Q.S. Policy on Smoke/Fog Machines & Other Pyrotechnical Devices**

**Only 1 DF-50 Hazer is allowed to be used/operated in the Heritage Theatre.**

Tests performed with other models, and observed by the County Fire Marshal, resulted in the activation of the building's fire alarm system. This is not an acceptable result, and policy strictly prohibits shutting the fire system off during such a use. The Theatre hazer may be rented, or the same model of hazer (DF-50) can be rented through a third party vendor. Only one DF-50 hazer is allowed.

Dry ice may be allowed if it does not make the stage too wet and slippery, creating a safety hazard for the performers. Not all pyrotechnic devices are ruled out. Other pyrotechnic devices that result in a small "bang", "pop", or short "flame" may be allowed, but must first be tested and approved by the County Fire Marshal on a case-by-case basis.

Requests for appointments must be made in advance with the Theatre Manager by calling: 408.866.2797. The Theatre Manager will then schedule an appointment meet with the Santa Clara County Fire Department. Any charges assessed by the Fire Department for this appointment will be the responsibility of the Client.

**R.T. The Fees & Charges associated with rental uses of the Heritage Theatre (outlined in the following section) were revised and approved by Campbell City Council April ~~1615~~, ~~2024~~2025.**

## Campbell Heritage Theatre

## EXHIBIT A

***BOX OFFICE PROCEDURE  
FOR RELEASE OF WHEELCHAIR, TRANSFER & COMPANION SEATS  
FOR TICKETED EVENTS WITH RESERVED SEATING***

The Heritage Theatre is committed to serving persons with disabilities. The Theatre contains orchestra and balcony level seating to accommodate persons in wheelchairs and their companion(s). The Theatre is designed to accommodate the required (ADA) number of wheelchair (8) and adjacent companion seats. Wheelchair and companion seating is available in the following locations:

- Balcony
  - House left: 1 wheelchair and 2 companions
  - House right: 1 wheelchair and 2 companions
- Orchestra
  - House left, rear: 2 wheelchairs and 3 companions
  - House left, front: 2 wheelchairs and 3 companions
  - House right, front: 2 wheelchairs and 3 companions

Transfer seats are also available in addition to the sections mentioned above. The arm rests on transfer seats swing open and the patron may transfer from a wheelchair into a permanent Theatre seat. The transfer seats are designated in the following locations:

- Balcony
  - Row FF, aisle seats 101 & 113
- Orchestra
  - Row B, aisle seats 101 & 115
  - Row Q, aisle seats 101 & 115
  - Row T, aisle seats 1 & 2

The rear house right section is an overflow section for additional sound or videotaping equipment. If this area is not used for these purposes, up to nine portable seats can be placed in this area and sold for overflow seating.

**Wheelchair and companion seating purchases are available on-line; they may also be purchased through the Box Office, either in-person or by telephone (408-866-2700) during Box Office hours.**

At the time tickets go on sale for a show, the Theatre guarantees that 1 companion seat can be sold with each wheelchair seat. Ticket requests for more than 1 companion should be reviewed with the Box Office Manager or Theatre Manager. All efforts will be made to seat companions adjacent to or as near as possible to the disabled party, as space allows. All seats designated for

disabled patrons (including transfer seats) with an adjacent companion seat will be placed on hold for persons with disabilities until such time as is described below.

**Should the remainder of the house sell out (with the exception of trouble and artist seats), wheelchair accessible, transfer and companion seats will be released in the following manner:**

- Three days (72 hours) after all non-accessible seating is sold out in the entire auditorium, one-half of all unsold designated wheelchair accessible, transfer and companion seating will be released for sale to the general public.
- The day of the show, all remaining wheelchair accessible, transfer and companion seats will be released for sale to the general public, except for 1 wheelchair accessible and companion seat, which will be held until showtime.

Box Office staff are trained to ask patrons with disabilities to specify if they would like to purchase a transfer seat or if they would like to be seated in one of the wheelchair sections. In most cases companion seats will be comfortable padded portable seating. The only fixed companion seats are located in the front row of the Orchestra section. All handicap seating will be sold on a first-come, first-served basis. As with all seats, disabled patrons who prefer a certain seat or section are encouraged to purchase their tickets early for best availability.

This procedure will apply to all in-house productions and rental client events with ticketed admission with reserved seating.

Campbell Heritage Theatre

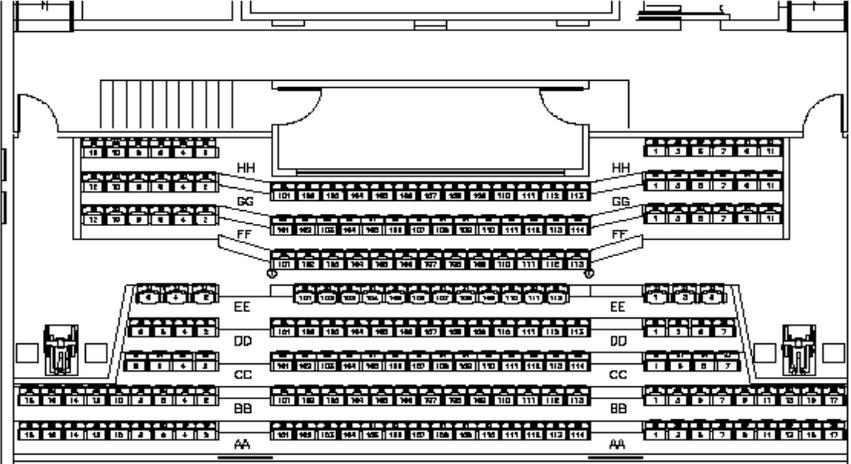
***BOX OFFICE PROCEDURE FOR WHEELCHAIR, TRANSFER &  
COMPANION SEATS FOR GENERAL ADMISSION TICKETED EVENTS  
WITH AND NON-TICKETED EVENTS***

For General Admission events and events free to the public (non-ticketed events), the seats mentioned above will be reserved for persons with disabilities. The designated locations for wheelchair, transfer and companion seating are marked with the universal handicap sign and the actual seats will be marked as well. At all times, a minimum of 8 wheelchair and 8 companion seats must be reserved for persons with disabilities, with at least 1 wheelchair and 1 companion seat available in each section (front orchestra, rear orchestra and balcony). Able-bodied patrons sitting in these sections/seats will be asked to move by the House Manager if the minimum number of seats are not available for persons with disabilities. Patrons refusing to relocate will be asked to leave or be escorted out. There are no exceptions.

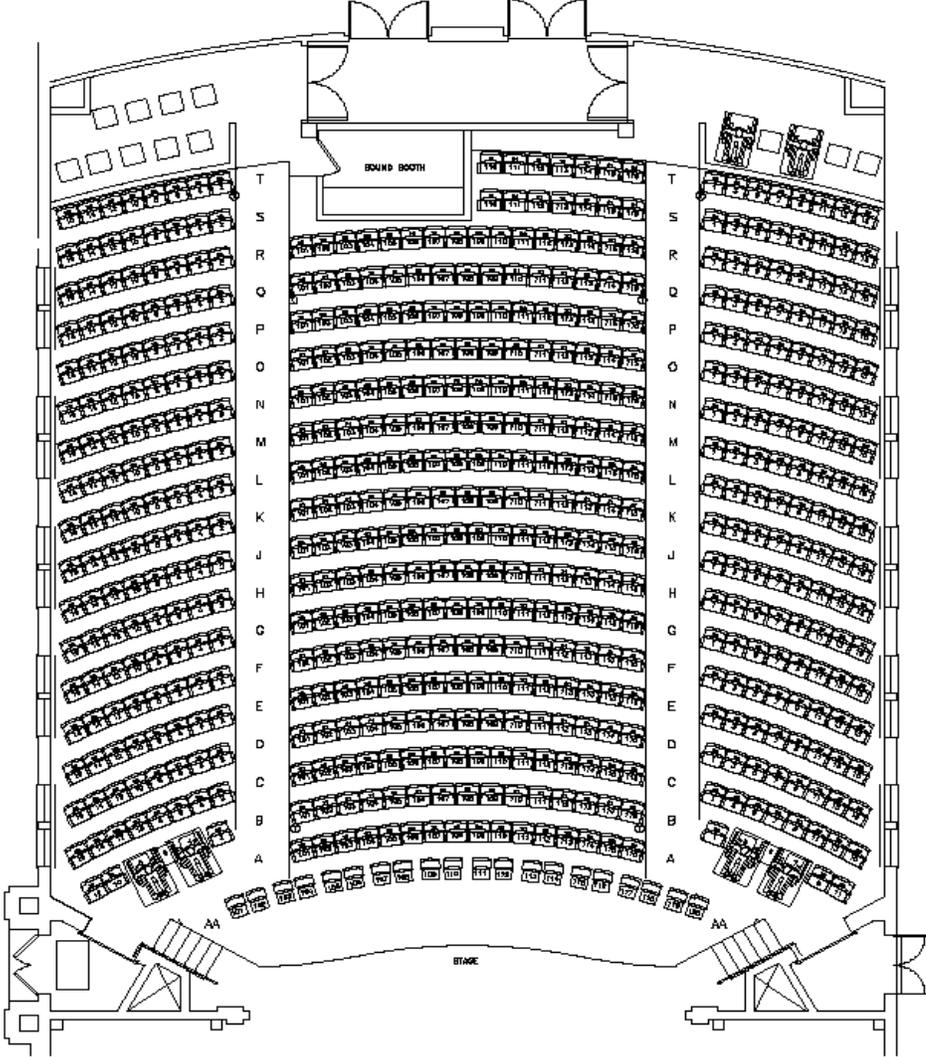
The approved location for additional production equipment or seating is located in the rear orchestra section on house right "Overflow Production and Seating Area". If this area is used for production or equipment, patrons will not be allowed to be seated in this section. If no additional equipment is used, up to 9 portable seats or 2 wheelchair & 3 companion seats may be used in this section. Under no circumstances may the view of the audience be obstructed.

EXHIBIT A

BALCONY SEATING



ORCHESTRA SEATING

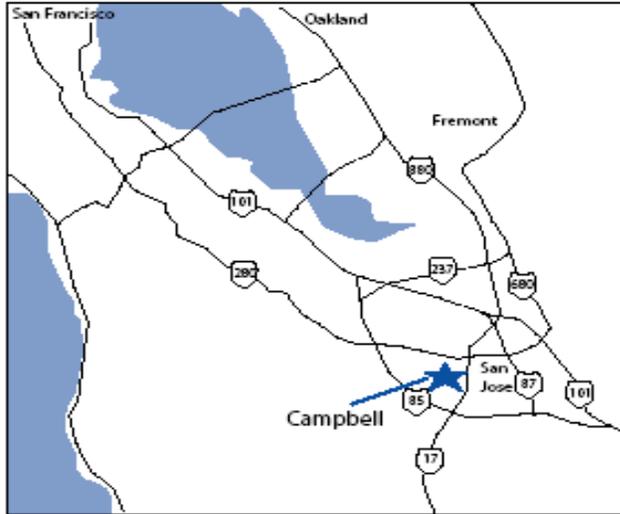


Attachment: Theatre Use Policy - Redline (Proposed Modifications to Council Policy, Section 13, Theatre Use Policy)

EXHIBIT

# The Campbell Heritage Theatre

at the Campbell Community Center  
1 W. Campbell Ave., Campbell, CA 95008  
408-866-2700



**Directions:**

**From San Francisco:**

Take 280 South toward San Jose; take Hwy 17 South (toward Santa Cruz) exit. The first exit will be Hamilton Avenue; go west (right). Turn left at the third traffic signal onto Winchester Boulevard. Turn right at the second traffic signal onto Campbell Avenue. Turn right at the next traffic signal and enter the Community Center parking lot.

**From the East Bay:**

Take 880 South to the Hamilton Avenue. Go west (right) on Hamilton Avenue. Turn left at the third traffic signal onto Winchester Boulevard. Turn right at the second traffic signal onto Campbell Avenue. Turn right at the next traffic signal and enter the Community Center parking lot.

**From Santa Cruz:**

Take Hwy 17 North toward San Jose. Take the Hamilton Avenue exit and turn west (left) onto Hamilton Avenue. Take Hamilton Avenue to Winchester Boulevard and turn left (south). Turn right at the second traffic signal onto Campbell Avenue. Turn right at the next traffic signal and enter the Community Center parking lot.

**From South 101:**

Take 101 North to Hwy 85 North. Take Hwy 85 to Hwy 17 North. Take the Hamilton Avenue exit and turn west (left) onto Hamilton Avenue. Take Hamilton Avenue to Winchester Boulevard and turn left (south). Turn right at the second traffic signal onto Campbell Avenue. Turn right at the next traffic signal and enter the Community Center parking lot.

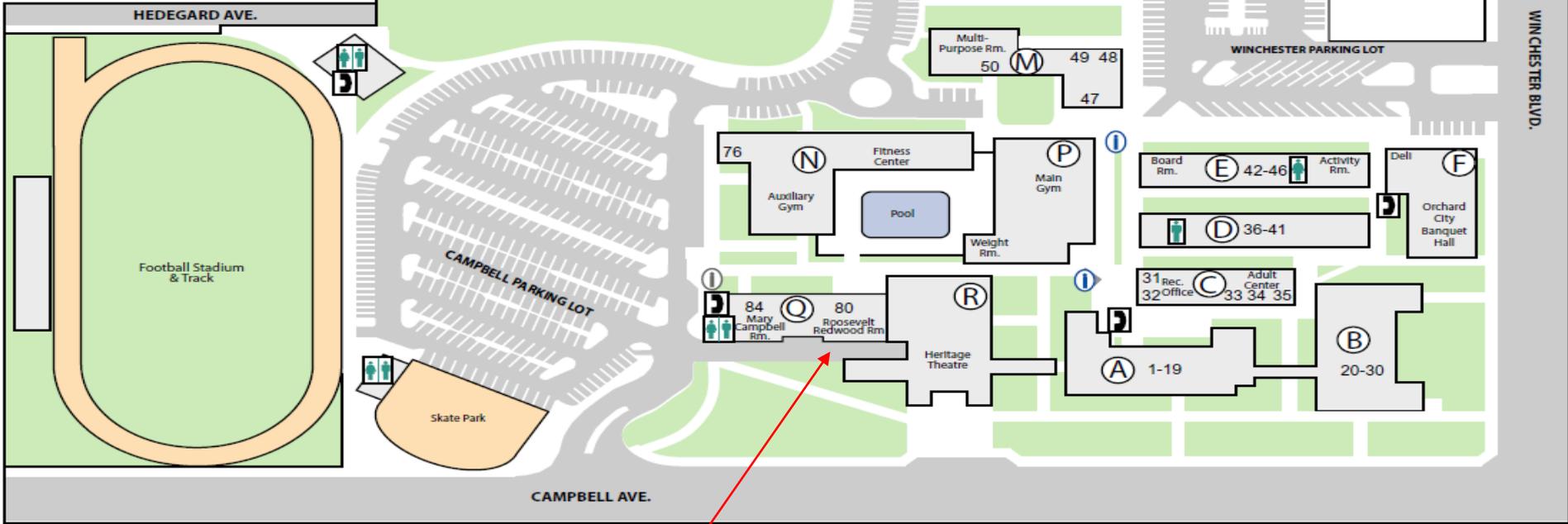


Attachment: Theatre Use Policy - Redline (Proposed Modifications to Council Policy, Section 13, Theatre

EXHIBIT

**The Campbell Community Center**

Office:  
 1 W. Campbell Ave., # C-31  
 Campbell, CA 95008  
 408-866-2105  
 408-866-2138  
 www.cityofcampbell.com



Theatre loading dock  
 driveway/semi/bus parking

Attachment: Theatre Use Policy - Redline (Proposed Modifications to Council Policy, Section 13, Theatre

EXHIBIT D

**Schedule of Fees and Charges**

**1. The Theatre will be rented to individuals, businesses, and organizations based on the following rate schedule and in addition to the fees in #5 below:**

**2025/26**

**Theatre Rates for Non-Peak Days (Monday – Wednesday):**

Base rent for up to an 8-hour period on one day:	\$550.00/day
Additional time on the same event day:	\$125.00/hour
Rehearsal time for up to an 8-hour period on one day:	\$375.00/day
Additional rehearsal time on the same day:	\$125.00/ hour
Standard sound equipment (up to two microphones)	N/C*
*Sound Tech hourly rates are applied for microphone usage	
Full sound equipment (full use of sound system)	\$125.00/day
Minimum lighting equipment	\$125.00/day
Maximum lighting equipment (No Moving Lights)	\$400.00/day
Maximum lighting equipment (No Moving Lights)-same contract	\$700.00/2 days \$900.00/3 days \$1,750.00/7 days \$1,750.00 + \$225.00/day+7 days
Maximum lighting equipment (With Moving Lights)	\$925.00/day
Maximum lighting equipment (With Moving Lights)-same contract	\$1,200/2 days \$1,500/3 days \$1,900/7 days \$1,900 + \$300/day + 7 days

\*Lighting does not include spotlights. See below for charges

**Theatre Rates for Peak Days (Thursday – Sunday):**

Base rent for up to an 8-hour period on one day:	\$800.00/day
Additional time on the same event day:	\$125.00/hour
Rehearsal time for up to an 8-hour period on one day:	\$500.00/day
Additional rehearsal time on the same day:	\$125.00/hour
Standard sound equipment (up to two microphones)	N/C
Full sound equipment (full use of sound system)	\$200.00/day
Minimum lighting equipment	\$175.00/day
Maximum lighting equipment (No Moving Lights)	\$475.00/day
Maximum lighting equipment (No Moving Lights)-same contract	\$850.00/2 days \$1,125.00/3 days \$1,975.00/7 days \$1,975.00 + \$250.00/day+ 7 days
Maximum lighting equipment (With Moving Lights)	\$1,000.00/day
Maximum lighting equipment (With Moving Lights)-same contract	\$1,275.00/2 days \$1,575.00/3 days \$2,050.00/7 days \$2,050.00+ \$300.00/day+7 days

\*Lighting does not include spotlights. See below for charges

Attachment: Theatre Use Policy - Redline (Proposed Modifications to Council Policy, Section 13, Theatre Use Policy)

**NOTE:** A full cost estimate will be provided to Client within 15 days of Client's submission of the Facility Use Application form and the \$45.00 application fee. The Facility Use Application form must be completed and the application fee paid before the estimate is provided. Rental Client must approve the estimate before the appropriate deposit(s) can be accepted and the rental is confirmed.

*NOTE: Rehearsal times may be scheduled at the time the booking is made, but shall be considered tentative until thirty (30) days prior to the first event date, and then will only be scheduled when they do not interfere with other scheduled events.*

2. **For events that are designed to be profitable**, rental fees shall be ten percent (10%) of gross ticket sales vs. the base rent, **whichever is higher**, plus additional fees. Exceptions to this policy will be made for fund-raising events hosted by local non-profit organizations with ticket prices greatly exceeding the normal market rates (i.e. \$100 benefit performance tickets). In those cases, the 10% shall be computed based on the market rate of the tickets, as determined by the Theatre Manager.
3. **The Theatre may be rented to approved "Primary Partner" clients** at special reduced rates negotiated individually and subject to the review and approval of the City Council.
4. **Late Booking Fee-** a late booking fee will be assessed for any event booked less than 30 days in advance. The late booking fee is 10% of estimated rental charges (minus the deposit) or \$300.00 flat fee, whichever is higher.
5. **Fees for Additional Services** will be charged as follows:
 

	<u>2025/26</u>
a. Box Office Fee:	\$700.00/contract
Ticket processing for	\$250.00/per performance
third party discounted sites	
(Goldstar, Groupon, etc.)	
b. Box Office Ticket Printing:	\$ .30 / ticket
c. Janitorial Fee for Rehearsals:	\$175.00/day
Janitorial Fee for Performances:	\$225.00/performance
d. Labor (all billed at 4-hour minimum)*	
Production Mgr./Technical Dir.:	\$60.00/hour
Technical Staff:	\$50.00/hour
Stagehand:	\$40.00/hour
House/Box Office Staff:	\$40.00-\$50.00/hour
Security:	\$45.00/hour (6 hour minimum)
e. Lighting System:	Outlined above
f. Marley Floor Rental	\$200.00 + labor to install & remove
g. Marquee Sign Postings	\$33.00/message/week
	\$15.00/change to a message
h. Piano Rental Fee	\$100.00/day
i. Piano Tuning:	\$200.00/tuning

j. Theatre Facility Fee	\$1.00-\$6.00/ticket or person. (See item 6 below)
k. Processing Fee for permit changes:	\$30.00-\$50.00/change
l. Sound System:	Outlined above
m. Spotlights:	\$100.00 each/day
n. Theatre Tours	
During regular operation hours:	\$ 60.00/hour
During non-operation hours:	\$150.00/hour
o. Video Projector & Screen	\$500.00/day
Video Projector & Screen, same contract	\$750.00/2 days
	\$1,000.00/3 days
	\$1,500.00/7 days
	\$1,500.00 + \$250.00/day + 7 days
p. Hazer (DF-50)	\$60.00/day
q. Application Fee	\$45.00/application
r. Rush Build Fee	\$100.00/build
s. Revised Build Fee	\$50.00-\$100.00/per revision
* Overtime applies after 8 hours and double overtime applies after 12 hours.	

6. **Theatre Facility Fee:** A facility fee of \$1.50-\$6.00 per ticket shall be added in addition to the P&E fee as a pass-through cost to the patron. The Rental Client will accrue these fees for all complimentary and consignment tickets issued. Ticket sales report to be included with the settlement provided to Rental Clients.

Preservation & Enhancement Fee: A preservation and enhancement fee of \$1.50 will be charged to the Rental Client for all events. For non-ticketed/free events the charge will be applied for every person in attendance to the rental event (to be calculated by the counting of free ticket stubs, or tally counted at the entry doors). For ticketed events, the fee is passed on to the patron.

7. **Theatre Box Office Fee:** A fee of \$.50-\$5.00 per ticket may be added in addition to the Theatre Facility Fee and P&E fee as a pass-through cost to the patron.

8. **Theatre Internet Fee:** A fee of \$5.00-\$10.00 per ticket may be added in addition to the Theatre Facility Fee and P&E fee as a pass-through cost to the patron.

7.9. **Premium WiFi:** The Heritage Theatre/Campbell Community Center has an open WiFi connection that is available to anyone within the Theatre or its surrounding area. WiFi connections are not guaranteed. The theatre has a hardwire Comcast business connection with considerably more speed and bandwidth. This is available to renters for a fee of \$100.00/day.

8.10. **Indoor Marquee Sign Postings:** The Heritage Theatre has an electronic marquee in the lobby which is available for custom images, schedules or information pertaining to events. Art/images that are ready for immediate upload and meet the specifications set by the Theatre Manager are \$50.00/day. Any artwork or image that must be developed by Theatre Staff is \$50.00/day plus \$40.00/hour for the image to be developed (one-hour minimum fee).

**9.11.** For events that do not meet the criteria above, which we can't anticipate at this time, staff shall have the authority to charge appropriate and warranted fees at rates higher than those stated above, subject to the approval of the Recreation and Community Services Director.

**10.12. Deposits:**

- a. Deposit Fee: **\$500.00-\$5,000.00/Date of use.** A refundable security/damage deposit fee of \$500.00-\$5,000.00/date of use will be required and will confirm your date on the Theatre calendar. Once the Theatre Manager has completed the Settlement Report, the deposit may be refunded to the Client, or may be withheld if additional fees are due for facility use, staffing, equipment and services provided, or fees applicable for damaged or lost equipment, necessary repairs to the facility, failure to complete pre and post event walkthroughs on event date(s), or failure to vacate premises at the end of the rental time listed on the Permit. Settlements will be performed within two weeks following last scheduled rental date. See section "C" of the Theatre Use Policy for details on cancellations. Deposits are non-transferable.
- b. Any fees paid less than thirty (30) days in advance of the first use date must be paid by cash, guaranteed money order, or an approved charge card (VISA, MasterCard, Discover or American Express credit card) in the name of the hosting/producing organization/person.

**11.13. Rental Uses of Theatre Garden Courtyard:**

The Garden Courtyard, located immediately east of the Theatre, will be rented separately to individuals, businesses, and organizations, based on availability that does not conflict with scheduled Theatre events, according to the following rate schedule:

Application Fee:	\$ 30.00 / contract
Refundable Security Deposit:	\$200.00 / contract
Rental Fee:	\$400.00 / first 4 hours
	\$ 75.00 / each add'l hour

NOTE: The Garden Courtyard may be rented in conjunction with a Theatre Rental for \$250.00. Rental (fees) of the Garden Courtyard does not include use of tables, chairs, podiums, or any other equipment. Rental Client is responsible for the outside rental of any/all furniture and/or equipment desired. All such items must be delivered the day of the event and removed the same day.

**14. Rental Uses of Theatre Front Plaza:**

The Theatre Plaza, located immediately in front of the Theatre, will be rented separately to individuals, businesses, and organizations, based on availability that does not conflict with scheduled Theatre events, or existing permits according to the following rate schedule:

Use Fee:	\$250.00 / day
Cleaning Fee:	\$250.00 / day
Exterior Set-Up Fee:	\$250.00-\$1,000 / per contract

NOTE: The Theatre Plaza may be rented in conjunction with a Theatre Rental for \$250.00. Rental (fees) of the Theatre Plaza does not include use of tables, chairs, podiums, or any other equipment. Rental Client is responsible for the outside rental of any/all furniture and/or equipment desired. All such items must be delivered the day of the event and removed the same day.

Attachment: Theatre Use Policy - Redline (Proposed Modifications to Council Policy, Section 13, Theatre Use Policy)

**12.15. Photography:** The Theatre and/or Garden Courtyard may be reserved for the purpose of photography (wedding, families, special occasions, etc.), subject to availability, at the following rates:

Non-refundable Processing Fee:	\$ 25.00 / contract
Non-Commercial Photography:	\$100.00 / hour
Commercial Photography:	\$150.00 / hour

# # #

Attachment: Theatre Use Policy - Redline (Proposed Modifications to Council Policy, Section 13, Theatre Use Policy)

City of Campbell  
Recreation & Community Services Department  
HERITAGE THEATRE



# THEATRE USE POLICY

**Heritage Theatre**  
**at the Campbell Community Center**  
**1 West Campbell Avenue**  
**Campbell, CA 95008**

**(408) 866-2700**

**E-Mail: [MonicaP@campbellca.gov](mailto:MonicaP@campbellca.gov)**

**[www.heritagetheatre.org](http://www.heritagetheatre.org)**



# Theatre Use Policy

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### **Campbell Heritage Theatre**

1 W. Campbell Avenue, #C32  
Campbell, CA 95008-1039

(408) 866-2700  
 Fax: (408) 866-2730  
 www.heritagetheatre.org

## THEATRE USE POLICY

The purpose of the Theatre Use Policy is to assure that the facility is utilized for recreational, cultural, educational, social and community service functions that meet the needs and interests of the community, as well as to set clear policies, procedures, regulations and rental fees regarding such uses.

**Heritage Theatre**  
**Maximum capacity: 802**

### A. Applications

1. Application must be made minimum of forty-five (45) days prior to the desired date of use. The Facility Use Application/Technical Rider must be completed and can be mailed, emailed, faxed or delivered in person. A non-refundable application fee of \$45 dollar is due upon submitting a theatre application in order to receive a theatre estimate. This fee will be applied towards the total theatre rental fees in the settlement provided after the event. An estimate will be provided by the Theatre Manager and must be approved before the appropriate deposit(s) can be accepted. Once the rental is confirmed, a Permit will be issued.
  - a. Any modifications made to the Permit must be made in writing. Modifications can be made up to two weeks prior to first scheduled event date with an applicable processing fee for permit changes. Event information that alters the permit or permit add-on provided after the permit documents are signed by rental client and before 30 days prior to the start of the rental will be charged \$30 per requested change. Event information that alters the permit or permit add-on provided less than 30 days out from an event will be charged \$50 per requested change.
2. Applicants must be at least 18 years of age or older and authorized to enter into an agreement, and an approved representative must be present throughout the entire use of the facility.
3. The Permit provided to the Rental Client will include:
  - a. Estimate of base rent fees and all equipment, service and staffing costs. Payment of the estimate is due 30 days in advance of the first use date if the event is private or free to the public. If admissions are sold, no payment other than the deposit is required in advance unless ticket sales do not cover the cost of the estimate (see section "b" below). Clients are to realize that estimates are provided based on their application and the Theatre Manager's best estimate of use. Final charges will be assessed for actual facility and equipment use, as well as actual service and staffing fees provided and will be outlined in the final Settlement Report and result in a

zero balance, additional fees due, or partial refund due to the client. Settlements will be performed within two weeks following last scheduled rental date.

- b. All Rental Clients selling admissions to their event are required to use the Heritage Theatre Box Office for ticket sales and printing. If ticket sales do not cover the cost of the estimate within one week of the first scheduled event date, Rental Client is required to pay the estimate. The only acceptable forms of payment at that time will be VISA, MasterCard, Discover, American Express, cash, certified money order or cashier's check. See Section F, page 5 for details on Box Office Management.
4. Theatre Manager will complete a detailed estimate based on the completed Facility Use Application. If Rental Client is comfortable with the estimate, the deposit will be accepted. A refundable security/damage deposit of **\$500.00-\$5,000.00/date** is required and confirms your date. The deposit may be refunded post event if there are no additional fees due, or applied to (deducted from) the total balance due. In addition to fees for facility or equipment use, services, or staffing, the security/damage deposit may also be partially or fully withheld to apply to any charges for damaged or lost equipment, repairs to the facility, extra maintenance (i.e., carpet cleaning), failure to complete pre and post event walkthroughs or failure to vacate the premises at the end time on the Permit.
5. Rentals are not confirmed until applicant receives and signs a Permit. Absolutely no publicity or invitations shall be distributed until the applicant receives this official confirmation.
6. No overnight uses will be allowed. The time reserved must be inclusive of whatever time is needed for set-up, actual event time, and clean up at the conclusion of use.
7. Appointments to view the facility must be scheduled in advance with the Theatre Manager.
8. Theatre Scheduling: Due to the high financial impact of promoting routing dates priority will always be given to scheduling in-house productions. Rental dates by outside organizations may be booked up to twelve (12) months in advance of the event. If a scheduled date must be moved to accommodate an in-house production, every effort will be made to find an acceptable alternate date. In addition, preference for available dates will be given to those presenting successful annual events where a specific date is critical to the success of the event. High priority will be given to those signing multiple (4+) event contracts per year with the Heritage Theatre.

**B. Payment of Fees:** Any fees paid less than thirty (30) days in advance of the first use date must be paid by cash, cashier's check, guaranteed money order, or an accepted charge card (Visa, MasterCard, Discover or American Express) in the name of the hosting/producing organization/person. For Theatre Use Fees and associated Staff and

Equipment Use Fees, please see Exhibit D, Schedule of Fees and Charges for Use of the Heritage Theatre.

**C. Cancellations:** Notice of the desire to cancel a booking/reservation must be received, in writing, by the Rental Client whose name appears on the contract. If written notice of cancellation is received 120 days in advance of the first scheduled date of use, the deposit will be refunded, less a \$250.00 processing fee and accrued rental fees to date. Cancellations received less than 120 days in advance of the first use date shall be subject to loss of entire deposit. The City of Campbell reserves the right to cancel any use in emergency situations or when deemed necessary for the safety and best interests of the customers, the City of Campbell, or all concerned. In such cases, a refund of all fees and deposits paid will be provided. The City of Campbell will not be liable for any other expenses incurred by Rental Client in relationship to this booking, including but not limited to lost profit or income, expenses incurred, and incidental, special or consequential damages of any kind.

1. Force Majeure: If the Heritage Theatre is unfit for occupancy by Rental Client during the period covered by agreement, by reason of fire, earthquake, strike, civil disturbance or any other cause beyond the control of the City of Campbell, then the agreement shall be of no further force and effect.

**D. Insurance Requirements**

1. The Rental Client shall be responsible for any and all damage to the Heritage Theatre and its' premises, equipment and property during their occupation of the facility.
2. The Rental Client will be held responsible for all actions, behavior, and damages caused by his/her guests/attendees during occupancy of the facility.
3. All Rental Clients will be required to provide the City of Campbell with an original Certificate of Insurance providing proof of the following coverage:
  - a. General liability and property damage insurance in an amount not less than \$1,000,000 per occurrence.
  - b. Additional insureds to be listed as:
    1. The City of Campbell: 70 N. First Street, Campbell, CA 95008
    2. VenueTech Management Group: 1821 S. Bascom Avenue, #270, Campbell, CA 95008
  - c. The insurance may not be cancelled or reduced without 30 days prior written notice to all named additional insureds.
4. Rental Clients requesting permission to sell alcoholic beverages must provide host liquor liability insurance in an amount not less than \$1,000,000 per occurrence, in addition to the insurance outlined above, and evidence of any necessary license to sell alcoholic beverages. See Section L, page 7 for more details on Concessions & Merchandise.
5. The City of Campbell and VenueTech Management Group are not responsible for accidents, injury, illness or loss of group or individual property.
6. Rental Client shall defend, release, indemnify and hold the City of Campbell and VenueTech Management Group, their officers, agents, employees and volunteers, harmless from and against any loss, liability, costs (including reasonably incurred

attorney fees) claim or damages that may arise or result from, or be related to or be alleged to arise or resulted from activities of Rental Client, its officers, agents, employees and volunteers, and shall, at its own costs, expense and risk, defend any and all legal proceedings that may be brought against the City of Campbell and VenueTech Management Group, their officers, agents, employees and volunteers, on any claim, demand, or alleged liability, and shall satisfy any settlement or judgment that may be rendered against any of them arising from, or related to activities of Rental Client, and shall assume liability for any and all direct expense incurred in providing services pursuant to this policy, except for any claim, loss, liability, damage or cost directly arising out of the sole negligence or willful misconduct of the City or VenueTech Management Group.

7. A copy of detailed insurance specifications is available from the Theatre Manager.

**E. Volunteers/Security/Professional Event Staff:** Heritage Theatre volunteers are given priority to work all events. A minimum of 8 Heritage Theatre volunteers is required per event. If Theatre cannot secure these volunteers, event staff may be required at the expense of the Rental Client and the discretion of the Theatre Management and the City of Campbell.

1. Heritage Theatre volunteers will no longer be responsible for enforcing your no photo/recording requests. They will continue to be responsible for ticket taking, ushering, accident/incident reporting and emergency evacuations. It has become too difficult to control this with the abundance of smart phones and our volunteers' efforts are best focused on their other responsibilities listed above. We have a sign that will be displayed in the lobby and it will continue to be announced in the mandatory pre-recorded show announcement. We have found when our rental clients do their own pre-show announcement addressing photo/recording regulations for your show(s), it is effective, so please let the Production Manager know if you would like to have a mic set up for this. We also encourage you to provide volunteers or staff from your organization to enforce your requests, or we can hire private security staff from the company we contract out with to specifically handle this at your show(s). The additional expense of private security is \$45.00/hour/person with a six-hour minimum. Please let the Theatre Manager know if you would like private security to handle this at least 2 weeks prior to your show(s), and how you want the paid staff to handle violations (ex: warning only, escort out, etc.)

**F. Box Office Management**

1. The Heritage Theatre reserves the right to manage all Box Office operations, including ticket printing and the collection of admission fees. Rental Clients of the Heritage Theatre will pay for Box Office services as well as ticket printing as per the attached Schedule of Fees and Charges.
2. Once the Ticket Information Sheet is submitted, the show build will begin based on the information provided. Additional information or changes to already provided information will result in a Revised Build Fee, charged at \$50-\$100/per change.
3. A Rush Build Fee will be charged for on-sales that require completion in less than the permitted 7 business days to be charged at \$100.00 per build.

4. Consignment tickets are not available for all Rental Clients. Theatre Management may or may not approve consignment tickets. If a Rental Client wishes to use consignment tickets, the following stipulations must be met:
  - a. Rental Client will be liable for the full cost of the tickets and will be required to sign a Consignment Agreement.
  - b. A complete accounting of all tickets sold, including discounts or complimentary tickets issued, must be made by the Client to the Box Office prior to the event.
5. Presales are allowed online only. At the time of a general onsale, tickets will be offered online, through the Box Office and over the phone simultaneously.
6. The Box Office will not provide exchanges or refunds on tickets sold unless instructed in advance by the Rental Client. The Box Office will not replace lost tickets.
7. Rental Client may not reproduce Theatre tickets. The Box Office provides assigned seating with each ticket unless otherwise specified. The Box Office closes twenty (20) minutes after a show begins and no tickets will be sold from that point on. Latecomers will be seated at the first appropriate break in the performance. No one is allowed in the Box Office except authorized Heritage Theatre personnel.
8. The Rental Client may choose to offer a discount on ticket prices for groups, seniors, or children if so desired. This discount information must be provided to the Box Office in writing at least two weeks in advance of ticket sales. Use of third party discounted sites (Groupon, Goldstar, etc.) must be approved by Theatre Manager and additional rental fees apply.
9. Complimentary tickets for any performance may be printed by the Theatre Box Office at the request of the Rental Client.
10. No admission charged: If an event is free or private, Theatre staff will count the number of patrons entering the Theatre, including infants. When the maximum allowable occupancy has been admitted, the doors will be closed and no one else will be permitted entry. If Rental Client has family, friends or other people who have arrived with the cast and crew and entered the facility through the backstage, but will require a seat in the audience, they must report to the Theatre Manager or designee to be counted.

**G. Support of Non-Profit Organizations:** A discounted rate schedule for non-profit organizations is not available.

**H. Discretionary Booking:** At the discretion of the Recreation and Community Services Director, requests for rental of the Theatre may be denied if the proposed event presents a potential conflict to the target market of a previously scheduled event. Criteria include the market saturation of a particular event type, long-term relationship of an existing Theatre client, and/or the financial impact on the Theatre. Additionally, the Recreation and Community Services Director shall regulate or prohibit such activity or use, which in his/her judgment is determined to be of a hazardous nature, is potentially dangerous or damaging to property, or is not in the best interests of the citizens of the City of Campbell.

**I. Rental Uses of the Garden Courtyard:** The Garden Courtyard, located immediately east of the Theatre, may be separately rented to individuals, businesses, and organizations, based on availability that does not conflict with scheduled Theatre events. The Garden

Courtyard may be rented in conjunction with a Theatre rental for pre event or intermission activities only and not for post event activities. Rental of the Garden Courtyard does not include use of tables, chairs, canopies, podiums, or any other equipment. Separate rental fees for this area are included in the attached Schedule of Fees and Charges.

- J. Rental Uses of the Theatre Plaza:** The Theatre Plaza, located immediately in front of the Theatre, may be separately rented to individuals, businesses, and organizations, based on availability that does not conflict with scheduled Theatre events. The Theatre Plaza may be rented in conjunction with a Theatre rental for pre event or intermission activities only and not for post event activities. Rental of the Theatre Plaza does not include use of tables, chairs, canopies, podiums, or any other equipment. Separate rental fees for this area are included in the attached Schedule of Fees and Charges. Theatre Plaza use may require additional theatre staff oversight.
- K. Tents/Canopies:** All tents/canopies used on the exterior of the Theatre must be in conjunction with a Theatre rental permit. The use of tents/canopies must be requested in advance by the permit holder and approved in advance by both the Theatre Manager and the Production Manager. The use of tents/canopies must comply with the California Fire Code. Permitted tents include enclosed tents up to 400 square feet and open-sided tents up to 700 square feet. All tent materials must be flame-resistant and properly labeled. Tents must be securely anchored, structurally stable, and placed at least 20 feet away from buildings, other tents, vehicles, and lot lines, unless otherwise exempted by code. Cooking or heating inside tents is not permitted. All setups must maintain clear exits, comply with accessibility standards, and must not obstruct public walkways. Local fire department regulations may still apply and must be followed.
- L. Photography:** The Theatre and/or Garden Courtyard may be reserved for the purpose of photography, subject to availability and fees outlined in the attached Schedule of Fees and Charges.
- M. Interior Decorations:** Any decorating, covering of, or changes to the facility shall be discussed at the time of application. The Rental Client shall be responsible for putting up any decorations and all other special preparations necessary for their function. Set up/decorating inside and outside of the Theatre may only occur during the rental time on the Permit. All decorations shall be removed at the conclusion of the function. Rental Client shall be responsible for the removal of all decorations, attachment material, special preparations, Rental Client's personal property, and any rented equipment before the Rental Client vacates the premises. The Garden Courtyard and the Loading Dock Driveway must be vacated by the end of the rental. Method of installation of all decorations must have prior approval of the Theatre Manager.
1. All decorations must be flameproof or fire retardant.
  2. The use of cellophane, all tapes, nails, staples, screws, etc., is NOT allowed on walls, ceilings, Theatre seating, furniture, or floors. Insufficient removal of any items will result in additional clean-up charges to be withheld from deposit. If Rental Client is granted permission to use tape, it must be painter's tape.

3. Decorations may NOT be hung from light fixtures, ceiling, heat detector, emergency lights, or acoustical wall/ceiling tiles.
4. Decorations are not allowed in or around the reflecting pools in the front plaza
5. Open flames (such as lighted candles) are NOT allowed.
6. All plants, trees, and shrubs must be in waterproof containers and must be carefully placed so as not to damage floor, tables, or block fire exits.
7. No foreign substance may be applied to the floor.
8. No water features or decorations that are water-related/water based are allowed.
9. No rice, birdseed, confetti, hay bales, sand, etc., are permitted at the Heritage Theatre or on surrounding sidewalks and parking lots. Use will cause forfeiture of entire damage deposit.
10. For safety reasons, relocation or rearrangement of Heritage Theatre equipment is not permitted. Staff on duty must perform any rearrangement of furnishings and/or equipment. All doors, aisles and hallways must be kept clear in the event of an emergency evacuation.
11. For customer comfort, energy efficiency, and consideration of our neighbors, all doors and windows must remain closed throughout the entire event.

**N. Exterior Decorations:** All exterior decor must be approved in advance by both the Theatre Manager and the Production Manager. If approved, decor may be placed at the front of the theatre, in the Theatre Plaza, the Garden Courtyard, the grassy area west of the Box Office, and along the paths adjacent to—but not blocking—the walkway between the Community Center parking lot and the Theatre Plaza. All decor and signage must comply with California fire code and must not obstruct access to any public walkways. Signage may not be staked into the ground. No decor may be placed in or around the reflecting pools. Use of the Theatre Plaza may require additional oversight from theatre staff. Associated fees are outlined in the attached Schedule of Fees and Charges. Exterior decor may also require additional theatre staff oversight. All rules and regulations for interior decor also apply to exterior decor.

#### **O. Concessions and Merchandise**

1. The City of Campbell retains the right to all concessions within the Heritage Theatre and its environs. If Rental Client is granted permission to sell concessions or merchandise, the City of Campbell shall receive 25% of gross sales.
2. Concessions/refreshments/snacks in the lobby are limited to dry pre-packaged items only such as chips, candy, cookies. The Garden Courtyard must be rented for all other foods that are served or sold.
3. Alcoholic Beverages: The use and/or sale of alcoholic beverages is allowed by prior written permit application only and must be requested at the time of application.
  - a. Alcoholic beverages to be consumed on the premises shall be limited to beer, wine and champagne. Absolutely no hard liquor is allowed.
  - b. If the presence of alcohol is deemed to conflict with other previously scheduled uses/users, the request may be denied.
  - c. Alcohol is NOT allowed at youth-oriented events or events held in honor of a minor.

- d. A group or organization wishing to sell alcoholic beverages at their function or provide alcoholic beverages with the cost of admission, must first obtain approval from the Theatre Manager, and then the Police Chief; and upon approval will be required to obtain, at their own expense, the appropriate permits and licenses from the State Alcoholic Beverage Control Board (24 hour liquor license). Liquor liability insurance is also required from the sponsoring organization. Liquor licenses may be obtained at the: Alcoholic Beverage Commission, Santa Clara County District Office, 100 Paseo de San Antonio, #119, San Jose, CA 95113. Telephone: (408) 277-1200. Evidence of this license must be on file in the Heritage Theatre office at least ten (10) days prior to the event/function.
  - e. Rental Clients sponsoring events where alcohol is sold will be required to obtain liquor liability insurance per the coverage outlined in sections D3 and D4.
  - f. Rental Clients sponsoring/hosting events where alcoholic beverages are served or sold will be required to have security, at the Rental Client's cost and expense. Theatre Manager will determine the security needs for the event.
4. Rental Clients are permitted to sell non-food items, subject to the following restrictions
- a. Advance notice must be given to the Theatre Manager 30 days prior to event and sale of items.
  - b. All items for sale must be approved by the Theatre Manager in advance
  - c. All items for sale must be related to the event. The Heritage Theatre will not be used for merchandising or retail sales of items unrelated to an event or performance.
  - d. The City of Campbell shall receive 25% of gross sales if the Rental Client sells and 30% if the House sells.
  - e. The City of Campbell reserves the right to restrict or not permit the sale of any items at the sole discretion of the Theatre Manager.
5. Receptions involving the serving of food and drink prior to or during events require approval from the Theatre Manager and must be arranged in advance. Additional cleaning and damage deposits may be required.

## **P. Technical Labor**

- 1. Labor: To ensure the protection of all in-house equipment and the professional presentation of events, the Heritage Theatre will require all Rental Clients to utilize the House technical staff for their events, at the rates outlined on the attached Schedule of Fees and Charges. The Theatre Manager shall have the discretion to schedule staff deemed necessary to provide for a quality production, at the expense of the client.
- 2. Lighting and sound equipment in the Heritage Theatre will be operated by approved Technicians. If a Rental Client wishes to use their own members as additional technicians, each of these persons must demonstrate, to the Manager and/or Technical Director, their capabilities to perform before they may be employed. They

- must also be certified by the Theatre Manager and Technical Director and provide proof of Workers Compensation Insurance.
3. The Theatre is equipped with a video projector, screen and associated accessories. This equipment is only to be operated by a Theatre technician. The projector is a 12,000 lumens Epson projector with a semi-long lens. The projector is permanently mounted on the front light rail of the balcony. A DVD and Blu-Ray player is available, or Rental Clients may bring in a laptop computer to be used with the Theatre projection system. A 10½' x 14' screen is also available for use. The rental rate for the projector is outlined in Exhibit D. Projector specs are in the full tech packet.
  4. The Heritage Theatre will not be used for long-term storage of sets, props or costumes. Run-of-event storage will be provided as available and by arrangement with the Theatre Manager or Technical Director. Materials left in the Heritage Theatre after strike of event will become property of the City of Campbell unless previous arrangements have been made with the Theatre Manager or Technical Director. The City of Campbell assumes no responsibility for stored or abandoned property or materials at any time. The Rental Client will be responsible for any costs the City of Campbell incurs related to removal and/or disposal of abandoned property or materials. The deposit could be forfeited if property or materials are abandoned.
  5. Each Rental Client must provide a Production Stage Manager for their event. If they are not able to provide such a person who is, in the Theatre Manager's opinion, qualified to fill this position, one will be provided at the Rental Client's cost at the rates set forth in the attached Schedule of Fees and Charges.
  6. The Rental Client must coordinate the needs of all aspects of their event with the Theatre Manager and Theatre Production Manager. Rental Client is required to schedule a 1-hour maximum production meeting with the Theatre Production Manager.
  7. No changes or modifications to the fixed equipment or facilities may be made, nor may any equipment be removed from the Theatre or altered. Any structural or electrical changes may be made only by Theatre staff with the Theatre Manager's and/or Building Maintenance Supervisor's approval and only by qualified staff or licensed contractors. All labor needed to make such changes and reverse them will be charged to the Rental Client at the set Tech rate or, in the case of an outside contractor, cost plus 15%.
  8. No event taking place in the Heritage Theatre may be recorded, televised, broadcasted or otherwise recorded for commercial reproduction or use in any manner without the express written consent of the City of Campbell. The Client must hold the City of Campbell and VenueTech Management Group harmless from such activity and must also meet all insurance requirements prior to the event.
  9. All scenic units, props, and electrical equipment provided by the Client is subject to a safety inspection by the Technical Director or his/her designee. The City of Campbell reserves the right to prohibit the use of any scenery, property or equipment that is deemed by the City to be unsafe. Equipment judged to be unsafe must be brought up to minimum standards before being used, or must be removed from the premises.

10. Specialized needs for sound or lighting must be arranged at least two weeks in advance with the Theatre Manager or Technical Director.
11. The Rental Client will not obstruct or restrict the use of any doors, exits, hallways or aisles in the Heritage Theatre. No tripods, cable, or equipment of any kind will be allowed in the audience seating area without the prior approval of the Theatre Manager. The approved location for additional production equipment is located in the rear orchestra section on house right "Overflow production and seating area". If the overflow production and seating area is used for production or equipment, patrons will not be allowed to be seated in this section. Under no circumstances may the view of the audience be obstructed.

### **Q. Promotions**

1. No signage, posters, flyers or advertisements for any event may be posted in or on the Heritage Theatre or the Campbell Community Center at any time. Advertisements, posters, flyers and marketing material for off-site use related to the event must be approved by the Theatre Manager. If prior approval and permission is granted, Client is responsible for putting up and taking down all promotional material. Everything must be removed at the conclusion of the event. Rental Client will be billed at a rate of \$45.00/hour for labor involved in removing any promotional material that is left after event.
2. Promotion of event is the sole responsibility of the Rental Client.
3. A marquee will be provided for the public notice of events at the Heritage Theatre for a weekly fee of \$33.00. Additional changes/modifications to the original marquee message will be billed at \$15 each. The marquee will be under control of the City of Campbell, and notices for events will be posted at the City of Campbell's discretion.

### **R. General Rules and Regulations**

1. Weapons (including knives or swords) firearms, explosives, open flames or lasers are not permitted in the Heritage Theatre.
2. At no time will any illegal activity, performances, or exhibition be allowed in the Heritage Theatre.
3. Helium balloons are not allowed in the auditorium.
4. Gambling on the premises is prohibited. Gambling shall be defined as any game of skill, chance or raffle, played with cards or any other device for money or any other representative item of value.
5. If you are having equipment delivered or picked up at times other than your scheduled use, arrangements need to be made in advance with the Production Manager. You will be billed for the time involved with the delivery/pick-up. Delivery vehicles should enter at the Campbell Avenue entrance and back up to the loading dock.
6. Drop-offs: please have buses and cars drop-off and load passengers in the indented Loading Area directly in front of the Theatre on Campbell Avenue.
7. During rehearsals: only the first four rows in the auditorium may be used- the remainder of the house, balcony and lobby are closed. Backstage restrooms are to

- be used. The only exception to this policy is if the Rental Client has agreed in advance to pay for a scheduled House Manager.
8. Please remember: no feet on chairs, no scratching of seat backs, do not sit on tables, report any damage to the facility or equipment to the Production or House Manager, no running or yelling inside the Theatre, and no food or beverages in the auditorium (bottled water is the only exception).
  9. Everyone must access and egress the stage from designated stairs.
  10. Facility permits and reservations cannot be transferred, assigned or sublet.
  11. All Volunteers and performers are required to enter through the Backstage Door near the loading dock (see attached map) for both rehearsal and performance dates. Volunteers must be clearly identified with a badge provided by Rental Client.
  12. All sound checks on performance days must be completed 90 minutes before showtime- no exceptions.
  13. With the exception of service animals necessary to assist a person with a bona fide disability, animals will only be permitted in the Theatre when authorized, in advance, by the Manager.
    - a. Service animals are not pets, they are working animals individually trained to do work or perform a task for the benefit of a person with a disability (including physical, sensory, psychiatric, intellectual or other mental disability). Service animals are dogs (any breed) or mini horses.
    - b. Service animals will be removed or excluded if they are not under control and/or housebroken and cannot compromise safe facility operation.
    - c. Service animals may accompany its handler in all areas of the facility where the public is allowed to go.
    - d. Service animals are not emotional support or companion animals.
  14. Smoking and vaping is not allowed in the Heritage Theatre or anywhere outside of the Heritage Theatre. The entire Campbell Community Center is a smoke and vape-free environment. No food or drink with the exception of bottled water and beverages in approved Theatre Concert Cups will be allowed in the audience seating area at any time.
  15. The breezeways leading out to the Garden Courtyard must remain clear at all times. There is no set up allowed in this area.
  16. Improper dumping including, but not limited to, food, chemicals, beverages and ice is not allowed inside the Theatre or surrounding areas. All items must be properly disposed of in the Theatre dumpster on the loading dock.
  17. Strollers are not permitted in the Theatre auditorium or lobby. All patrons will be asked to take strollers back to their cars.
  18. The Client shall be responsible for the orderly conduct of all persons using the Heritage Theatre during their event. The City of Campbell reserves the right to remove, or have removed, any person behaving in an unlawful, disrespectful, or objectionable manner.
  19. Fights, vandalism, or destructive behavior on the part of any member of a Rental Client's group or its audience will be grounds for immediate cancellation of the event and all future events. In this case, all fees will be forfeited.
  20. The Heritage Theatre will be provided to Rental Client in a clean and ready state. Rental Client is responsible for leaving the Heritage Theatre in the same state they

found it. Any cleaning that must be done beyond ordinary wear and tear will be charged to the Rental Client at the Maintenance rate outlined in the Schedule of Fees and Charges.

21. Under no circumstances will a larger number of persons be allowed in the audience seating area than the total number of seats.
22. Lost and Found: The Heritage Theatre, City of Campbell, VenueTech Management Group, and volunteer staff will not be responsible for lost-and-found items, but will hold found items for a maximum of 30 days. All items of substantial value will be turned over to the City of Campbell Police Department. Inquiries for lost items should be directed to the Theatre Manager at (408) 866-2797.
23. The maximum capacity in the backstage area is 40 persons between Dressing Rooms A, B & C. All costume changes, hair & makeup need to be contained in a dressing room. Due to privacy concerns and safety issues, pipe and drape will no longer be set up for dressing room space. The Theatre staff will set up pipe and drape for a single 5'x5' quick change booth if needed.
24. There is a designated "free speech area" for all Theatre events. Theatre Manager or Production Manager can provide the information/location as needed.
25. The City of Campbell reserves the right to amend these policies and/or fees and charges as deemed necessary without advance notice. Previously approved reservations will not be affected by new rates.

#### **S. Policy on Smoke/Fog Machines & Other Pyrotechnical Devices**

##### **Only 1 DF-50 Hazer is allowed to be used/operated in the Heritage Theatre.**

Tests performed with other models, and observed by the County Fire Marshal, resulted in the activation of the building's fire alarm system. This is not an acceptable result, and policy strictly prohibits shutting the fire system off during such a use. The Theatre hazer may be rented, or the same model of hazer (DF-50) can be rented through a third party vendor. Only one DF-50 hazer is allowed.

Dry ice may be allowed if it does not make the stage too wet and slippery, creating a safety hazard for the performers. Not all pyrotechnic devices are ruled out. Other pyrotechnic devices that result in a small "bang", "pop", or short "flame" may be allowed, but must first be tested and approved by the County Fire Marshal on a case-by-case basis.

Requests for appointments must be made in advance with the Theatre Manager by calling: 408.866.2797. The Theatre Manager will then schedule an appointment meet with the Santa Clara County Fire Department. Any charges assessed by the Fire Department for this appointment will be the responsibility of the Client.

#### **T. The Fees & Charges associated with rental uses of the Heritage Theatre (outlined in Exhibit D) were revised and approved by Campbell City Council April 15, 2025.**

## EXHIBIT A

***BOX OFFICE PROCEDURE  
FOR RELEASE OF WHEELCHAIR, TRANSFER & COMPANION SEATS  
FOR TICKETED EVENTS WITH RESERVED SEATING***

The Heritage Theatre is committed to serving persons with disabilities. The Theatre contains orchestra and balcony level seating to accommodate persons in wheelchairs and their companion(s). The Theatre is designed to accommodate the required (ADA) number of wheelchair (8) and adjacent companion seats. Wheelchair and companion seating is available in the following locations:

- Balcony
  - House left: 1 wheelchair and 2 companions
  - House right: 1 wheelchair and 2 companions
- Orchestra
  - House left, rear: 2 wheelchairs and 3 companions
  - House left, front: 2 wheelchairs and 3 companions
  - House right, front: 2 wheelchairs and 3 companions

Transfer seats are also available in addition to the sections mentioned above. The arm rests on transfer seats swing open and the patron may transfer from a wheelchair into a permanent Theatre seat. The transfer seats are designated in the following locations:

- Balcony
  - Row FF, aisle seats 101 & 113
- Orchestra
  - Row B, aisle seats 101 & 115
  - Row Q, aisle seats 101 & 115
  - Row T, aisle seats 1 & 2

The rear house right section is an overflow section for additional sound or videotaping equipment. If this area is not used for these purposes, up to nine portable seats can be placed in this area and sold for overflow seating.

**Wheelchair and companion seating purchases are available on-line; they may also be purchased through the Box Office, either in-person or by telephone (408-866-2700) during Box Office hours.**

At the time tickets go on sale for a show, the Theatre guarantees that 1 companion seat can be sold with each wheelchair seat. Ticket requests for more than 1 companion should be reviewed with the Box Office Manager or Theatre Manager. All efforts will be made to seat companions adjacent to or as near as possible to the disabled party, as space allows. All seats designated for

disabled patrons (including transfer seats) with an adjacent companion seat will be placed on hold for persons with disabilities until such time as is described below.

**Should the remainder of the house sell out (with the exception of trouble and artist seats), wheelchair accessible, transfer and companion seats will be released in the following manner:**

- Three days (72 hours) after all non-accessible seating is sold out in the entire auditorium, one-half of all unsold designated wheelchair accessible, transfer and companion seating will be released for sale to the general public.
- The day of the show, all remaining wheelchair accessible, transfer and companion seats will be released for sale to the general public, except for 1 wheelchair accessible and companion seat, which will be held until showtime.

Box Office staff are trained to ask patrons with disabilities to specify if they would like to purchase a transfer seat or if they would like to be seated in one of the wheelchair sections. In most cases companion seats will be comfortable padded portable seating. The only fixed companion seats are located in the front row of the Orchestra section. All handicap seating will be sold on a first-come, first-served basis. As with all seats, disabled patrons who prefer a certain seat or section are encouraged to purchase their tickets early for best availability.

This procedure will apply to all in-house productions and rental client events with ticketed admission with reserved seating.

Campbell Heritage Theatre

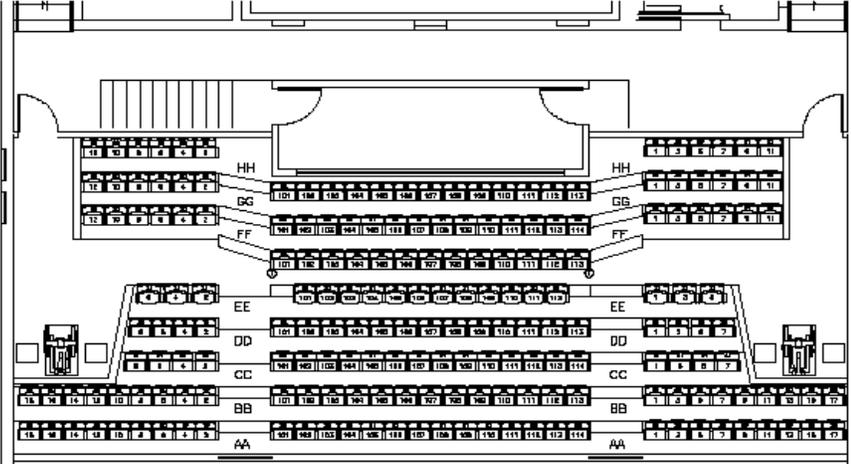
***BOX OFFICE PROCEDURE FOR WHEELCHAIR, TRANSFER & COMPANION SEATS FOR GENERAL ADMISSION TICKETED EVENTS WITH AND NON-TICKETED EVENTS***

For General Admission events and events free to the public (non-ticketed events), the seats mentioned above will be reserved for persons with disabilities. The designated locations for wheelchair, transfer and companion seating are marked with the universal handicap sign and the actual seats will be marked as well. At all times, a minimum of 8 wheelchair and 8 companion seats must be reserved for persons with disabilities, with at least 1 wheelchair and 1 companion seat available in each section (front orchestra, rear orchestra and balcony). Able-bodied patrons sitting in these sections/seats will be asked to move by the House Manager if the minimum number of seats are not available for persons with disabilities. Patrons refusing to relocate will be asked to leave or be escorted out. There are no exceptions.

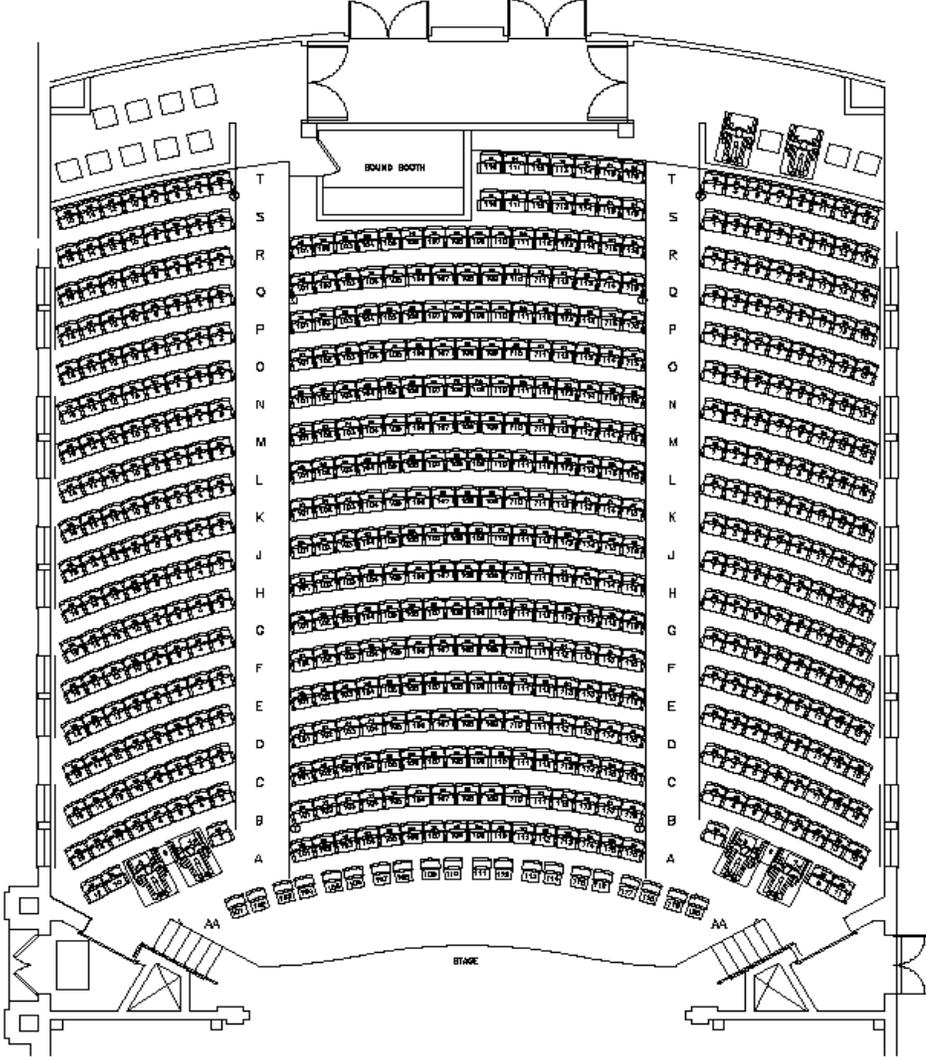
The approved location for additional production equipment or seating is located in the rear orchestra section on house right "Overflow Production and Seating Area". If this area is used for production or equipment, patrons will not be allowed to be seated in this section. If no additional equipment is used, up to 9 portable seats or 2 wheelchair & 3 companion seats may be used in this section. Under no circumstances may the view of the audience be obstructed.

EXHIBIT A

BALCONY SEATING

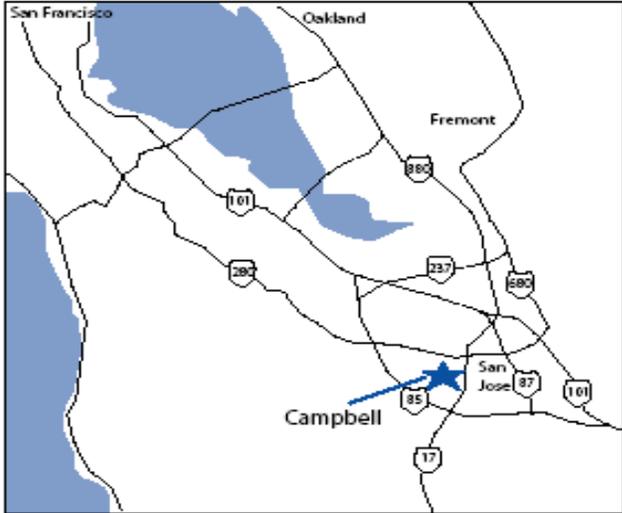


ORCHESTRA SEATING



Attachment: Theatre Use Policy - Clean version (Proposed Modifications to Council Policy, Section 13, Theatre Use Policy)

**The Campbell Heritage Theatre**  
 at the Campbell Community Center  
 1 W. Campbell Ave., Campbell, CA 95008  
 408-866-2700



**Directions:**

**From San Francisco:**

Take 280 South toward San Jose; take Hwy 17 South (toward Santa Cruz) exit. The first exit will be Hamilton Avenue; go west (right). Turn left at the third traffic signal onto Winchester Boulevard. Turn right at the second traffic signal onto Campbell Avenue. Turn right at the next traffic signal and enter the Community Center parking lot.

**From the East Bay:**

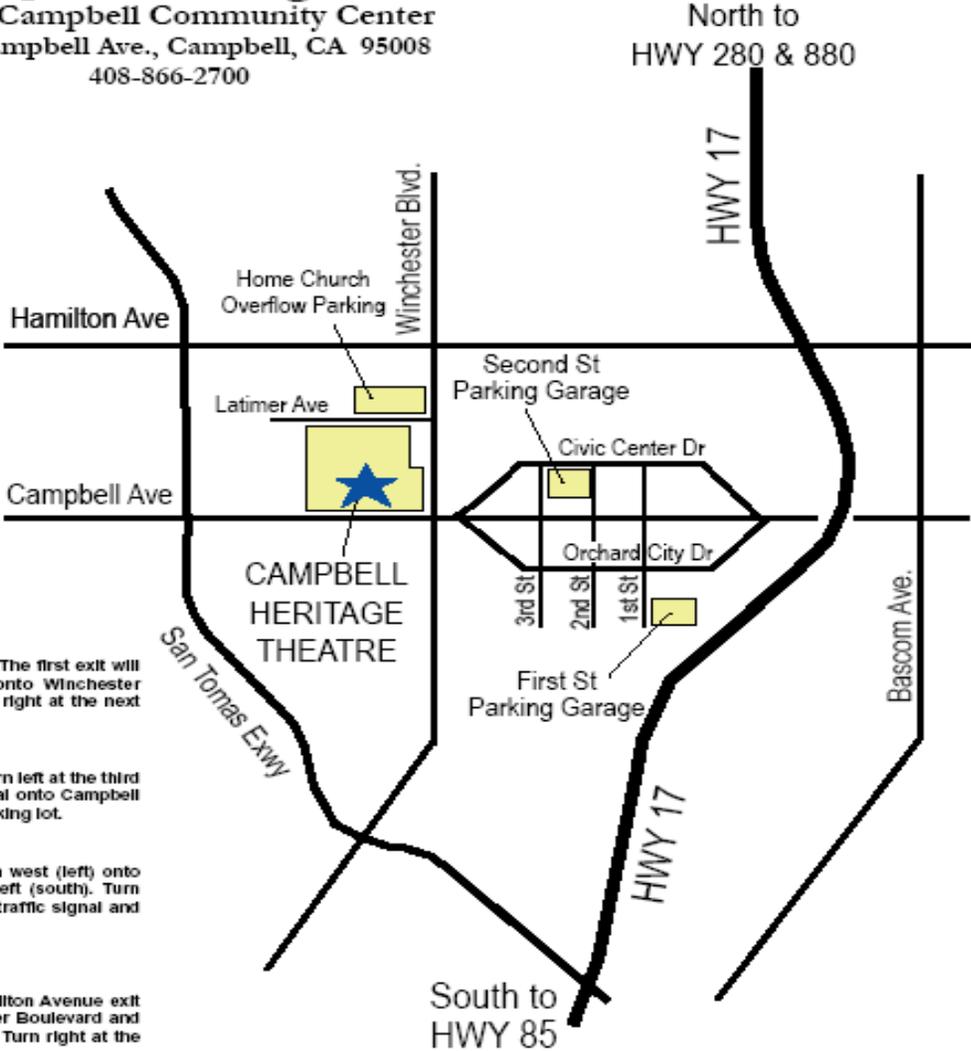
Take 880 South to the Hamilton Avenue. Go west (right) on Hamilton Avenue. Turn left at the third traffic signal onto Winchester Boulevard. Turn right at the second traffic signal onto Campbell Avenue. Turn right at the next traffic signal and enter the Community Center parking lot.

**From Santa Cruz:**

Take Hwy 17 North toward San Jose. Take the Hamilton Avenue exit and turn west (left) onto Hamilton Avenue. Take Hamilton Avenue to Winchester Boulevard and turn left (south). Turn right at the second traffic signal onto Campbell Avenue. Turn right at the next traffic signal and enter the Community Center parking lot.

**From South 101:**

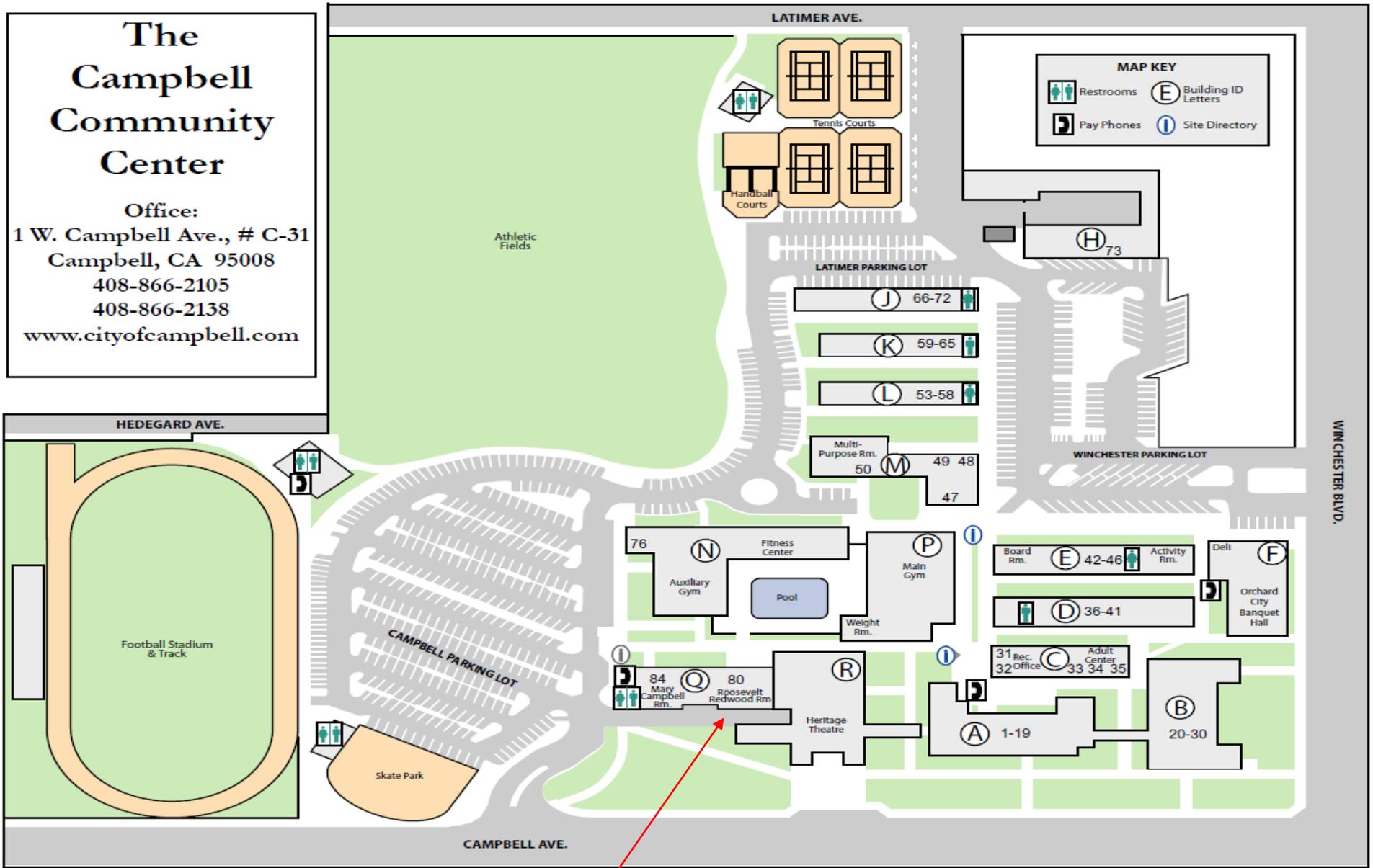
Take 101 North to Hwy 85 North. Take Hwy 85 to Hwy 17 North. Take the Hamilton Avenue exit and turn west (left) onto Hamilton Avenue. Take Hamilton Avenue to Winchester Boulevard and turn left (south). Turn right at the second traffic signal onto Campbell Avenue. Turn right at the next traffic signal and enter the Community Center parking lot.



EXHIBIT

**The Campbell Community Center**

Office:  
 1 W. Campbell Ave., # C-31  
 Campbell, CA 95008  
 408-866-2105  
 408-866-2138  
 www.cityofcampbell.com



Theatre loading dock  
 driveway/semi/bus parking

Attachment: Theatre Use Policy - Clean version (Proposed Modifications to Council Policy, Section 13,

EXHIBIT D

**Schedule of Fees and Charges**

**1. The Theatre will be rented to individuals, businesses, and organizations based on the following rate schedule and in addition to the fees in #5 below:**

**2025/26**

**Theatre Rates for Non-Peak Days (Monday – Wednesday):**

Base rent for up to an 8-hour period on one day:	\$550.00/day
Additional time on the same event day:	\$125.00/hour
Rehearsal time for up to an 8-hour period on one day:	\$375.00/day
Additional rehearsal time on the same day:	\$125.00/ hour
Standard sound equipment (up to two microphones)	N/C*
*Sound Tech hourly rates are applied for microphone usage	
Full sound equipment (full use of sound system)	\$125.00/day
Minimum lighting equipment	\$125.00/day
Maximum lighting equipment (No Moving Lights)	\$400.00/day
Maximum lighting equipment (No Moving Lights)-same contract	\$700.00/2 days \$900.00/3 days \$1,750.00/7 days \$1,750.00 + \$225.00/day+7 days
Maximum lighting equipment (With Moving Lights)	\$925.00/day
Maximum lighting equipment (With Moving Lights)-same contract	\$1,200/2 days \$1,500/3 days \$1,900/7 days \$1,900 + \$300/day + 7 days

\*Lighting does not include spotlights. See below for charges

**Theatre Rates for Peak Days (Thursday – Sunday):**

Base rent for up to an 8-hour period on one day:	\$800.00/day
Additional time on the same event day:	\$125.00/hour
Rehearsal time for up to an 8-hour period on one day:	\$500.00/day
Additional rehearsal time on the same day:	\$125.00/hour
Standard sound equipment (up to two microphones)	N/C
Full sound equipment (full use of sound system)	\$200.00/day
Minimum lighting equipment	\$175.00/day
Maximum lighting equipment (No Moving Lights)	\$475.00/day
Maximum lighting equipment (No Moving Lights)-same contract	\$850.00/2 days \$1,125.00/3 days \$1,975.00/7 days \$1,975.00 + \$250.00/day+ 7 days
Maximum lighting equipment (With Moving Lights)	\$1,000.00/day
Maximum lighting equipment (With Moving Lights)-same contract	\$1,275.00/2 days \$1,575.00/3 days \$2,050.00/7 days \$2,050.00+ \$300.00/day+7 days

\*Lighting does not include spotlights. See below for charges

Attachment: Theatre Use Policy - Clean version (Proposed Modifications to Council Policy, Section 13, Theatre Use Policy)

**NOTE:** A full cost estimate will be provided to Client within 15 days of Client's submission of the Facility Use Application form and the \$45.00 application fee. The Facility Use Application form must be completed and the application fee paid before the estimate is provided. Rental Client must approve the estimate before the appropriate deposit(s) can be accepted and the rental is confirmed.

*NOTE: Rehearsal times may be scheduled at the time the booking is made, but shall be considered tentative until thirty (30) days prior to the first event date, and then will only be scheduled when they do not interfere with other scheduled events.*

2. **For events that are designed to be profitable**, rental fees shall be ten percent (10%) of gross ticket sales vs. the base rent, **whichever is higher**, plus additional fees. Exceptions to this policy will be made for fund-raising events hosted by local non-profit organizations with ticket prices greatly exceeding the normal market rates (i.e. \$100 benefit performance tickets). In those cases, the 10% shall be computed based on the market rate of the tickets, as determined by the Theatre Manager.
3. **The Theatre may be rented to approved "Primary Partner" clients** at special reduced rates negotiated individually and subject to the review and approval of the City Council.
4. **Late Booking Fee-** a late booking fee will be assessed for any event booked less than 30 days in advance. The late booking fee is 10% of estimated rental charges (minus the deposit) or \$300.00 flat fee, whichever is higher.
5. **Fees for Additional Services** will be charged as follows:
 

	<u>2025/26</u>
a. Box Office Fee:	\$700.00/contract
Ticket processing for	\$250.00/per performance
third party discounted sites	
(Goldstar, Groupon, etc.)	
b. Box Office Ticket Printing:	\$ .30 / ticket
c. Janitorial Fee for Rehearsals:	\$175.00/day
Janitorial Fee for Performances:	\$225.00/performance
d. Labor (all billed at 4-hour minimum)*	
Production Mgr./Technical Dir.:	\$60.00/hour
Technical Staff:	\$50.00/hour
Stagehand:	\$40.00/hour
House/Box Office Staff:	\$40.00-\$50.00/hour
Security:	\$45.00/hour (6 hour minimum)
e. Lighting System:	Outlined above
f. Marley Floor Rental	\$200.00 + labor to install & remove
g. Marquee Sign Postings	\$33.00/message/week
	\$15.00/change to a message
h. Piano Rental Fee	\$100.00/day

i. Piano Tuning:	\$200.00/tuning	
j. Theatre Facility Fee	\$1.00-\$6.00/ticket or person. (See item 6 below)	
k. Processing Fee for permit changes:	\$30.00-\$50.00/change	
l. Sound System:	Outlined above	
m. Spotlights:	\$100.00 each/day	
n. Theatre Tours		
During regular operation hours:	\$ 60.00/hour	
During non-operation hours:	\$150.00/hour	
o. Video Projector & Screen	\$500.00/day	
Video Projector & Screen, same contract	\$750.00/2 days	
	\$1,000.00/3 days	
	\$1,500.00/7 days	
	\$1,500.00 + \$250.00/day + 7 days	
p. Hazer (DF-50)	\$60.00/day	
q. Application Fee	\$45.00/application	
r. Rush Build Fee	\$100.00/build	
s. Revised Build Fee	\$50.00-\$100.00/per revision*	Overtime applies
	after 8 hours and double overtime applies after 12 hours.	

6. **Theatre Facility Fee:** A facility fee of \$1.50-\$6.00 per ticket shall be added in addition to the P&E fee as a pass-through cost to the patron. The Rental Client will accrue these fees for all complimentary and consignment tickets issued. Ticket sales report to be included with the settlement provided to Rental Clients.

Preservation & Enhancement Fee: A preservation and enhancement fee of \$1.50 will be charged to the Rental Client for all events. For non-ticketed/free events the charge will be applied for every person in attendance to the rental event (to be calculated by the counting of free ticket stubs, or tally counted at the entry doors). For ticketed events, the fee is passed on to the patron.

7. **Theatre Box Office Fee:** A fee of \$.50-\$5.00 per ticket may be added in addition to the Theatre Facility Fee and P&E fee as a pass-through cost to the patron.
8. **Theatre Internet Fee:** A fee of \$5.00-\$10.00 per ticket may be added in addition to the Theatre Facility Fee and P&E fee as a pass-through cost to the patron.
9. **Premium WiFi:** The Heritage Theatre/Campbell Community Center has an open WiFi connection that is available to anyone within the Theatre or its surrounding area. WiFi connections are not guaranteed. The theatre has a hardwire Comcast business connection with considerably more speed and bandwidth. This is available to renters for a fee of \$100.00/day.
10. **Indoor Marquee Sign Postings:** The Heritage Theatre has an electronic marquee in the lobby which is available for custom images, schedules or information pertaining to events. Art/images that are ready for immediate upload and meet the specifications set by the Theatre Manager are \$50.00/day. Any artwork or image that must be developed by Theatre Staff is

\$50.00/day plus \$40.00/hour for the image to be developed (one-hour minimum fee).

11. **For events that do not meet the criteria above**, which we can't anticipate at this time, staff shall have the authority to charge appropriate and warranted fees at rates higher than those stated above, subject to the approval of the Recreation and Community Services Director.

**12. Deposits:**

- a. Deposit Fee: **\$500.00-\$5,000.00/Date of use**. A refundable security/damage deposit fee of \$500.00-\$5,000.00/date of use will be required and will confirm your date on the Theatre calendar. Once the Theatre Manager has completed the Settlement Report, the deposit may be refunded to the Client, or may be withheld if additional fees are due for facility use, staffing, equipment and services provided, or fees applicable for damaged or lost equipment, necessary repairs to the facility, failure to complete pre and post event walkthroughs on event date(s), or failure to vacate premises at the end of the rental time listed on the Permit. Settlements will be performed within two weeks following last scheduled rental date. See section "C" of the Theatre Use Policy for details on cancellations. Deposits are non-transferable.
- b. Any fees paid less than thirty (30) days in advance of the first use date must be paid by cash, guaranteed money order, or an approved charge card (VISA, MasterCard, Discover or American Express credit card) in the name of the hosting/producing organization/person.

**13. Rental Uses of Theatre Garden Courtyard:**

The Garden Courtyard, located immediately east of the Theatre, will be rented separately to individuals, businesses, and organizations, based on availability that does not conflict with scheduled Theatre events, according to the following rate schedule:

Application Fee:	\$ 30.00 / contract
Refundable Security Deposit:	\$200.00 / contract
Rental Fee:	\$400.00 / first 4 hours
	\$ 75.00 / each add'l hour

NOTE: The Garden Courtyard may be rented in conjunction with a Theatre Rental for \$250.00. Rental (fees) of the Garden Courtyard does not include use of tables, chairs, podiums, or any other equipment. Rental Client is responsible for the outside rental of any/all furniture and/or equipment desired. All such items must be delivered the day of the event and removed the same day.

**14. Rental Uses of Theatre Front Plaza:**

The Theatre Plaza, located immediately in front of the Theatre, will be rented separately to individuals, businesses, and organizations, based on availability that does not conflict with scheduled Theatre events, or existing permits according to the following rate schedule:

Use Fee:	\$250.00 / day
Cleaning Fee:	\$250.00 / day
Exterior Set-Up Fee:	\$250.00-\$1,000 / per contract

NOTE: The Theatre Plaza may be rented in conjunction with a Theatre Rental for \$250.00. Rental (fees) of the Theatre Plaza does not include use of tables, chairs, podiums, or any other equipment. Rental Client is responsible for the outside rental of

any/all furniture and/or equipment desired. All such items must be delivered the day of the event and removed the same day.

15. **Photography:** The Theatre and/or Garden Courtyard may be reserved for the purpose of photography (wedding, families, special occasions, etc.), subject to availability, at the following rates:

Non-refundable Processing Fee:	\$ 25.00 / contract
Non-Commercial Photography:	\$100.00 / hour
Commercial Photography:	\$150.00 / hour

# # #

Attachment: Theatre Use Policy - Clean version (Proposed Modifications to Council Policy, Section 13, Theatre Use Policy)



*City  
Council  
Report*

Item: 5  
Category: CONSENT CALENDAR  
Meeting Date: June 17, 2025

**TITLE: Resolution Commending Robert Bob Siudzinski for 35 Years of Service to the City of Campbell (Resolution/Roll Call Vote)**

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution commending Robert (Bob) Siudzinski for his 35 years of outstanding service to the City of Campbell.

**DISCUSSION**

Robert (Bob) Siudzinski began his distinguished career with the City of Campbell on August 6, 1990, as a Maintenance Worker in the Parks Maintenance section of the Public Works Department. Over the years, he steadily advanced through the ranks, promoting to Lead Maintenance Worker in 1993, City Arborist in 2015, and ultimately to Parks Supervisor in 2023.

Throughout his 35-year career, Bob made significant and lasting contributions to the City's Public Works Maintenance Division where his guidance as a Lead Maintenance Worker, City Arborist, and Parks Supervisor was instrumental in enhancing Campbell's parks and advancing key projects and initiatives to expand and improve the City's urban forest.

Bob's extensive expertise was especially critical in the planning and implementation of sustainable landscaping practices and other water-saving initiatives across the parks in the City. He led efforts to revitalize turf areas, introduce drought-tolerant plants and mulch, and install advanced irrigation technology – which not only improved the appearance and health of Campbell's green spaces, but also supported the City's long-term environmental and water conservation goals.

Bob was instrumental in organizing the Annual Arbor Day Celebration. He worked with City staff and students to create a program that was educational and fun for all participants.

Highly respected among his colleagues, Bob served as both a mentor and leader, providing guidance and support to his team in the office and out in the field. His steadfast commitment to preserving and enhancing Campbell's parks and green spaces has made a lasting, meaningful impact on the quality of life for Campbell residents and will continue to benefit future generations.

On May 15, 2025, Bob retired after an exceptional 35-year career with the City of Campbell Public Works Department. In recognition of his exemplary service, staff recommends that the City Council adopt a resolution commending Robert (Bob) Siudzinski for his outstanding contributions and the lasting impact of his work on the Campbell community.

Prepared by:



Ron Taormina, PW Superintendent

Reviewed by:



Amy Olay, Interim Public Works Director

Approved by:



Brian Loventhal, City Manager

**Attachment:**

- a. Resolution

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL COMMENDING ROBERT (BOB) SIUDZINSKI FOR HIS 35 YEARS OF SERVICE TO THE CITY OF CAMPBELL.**

**WHEREAS**, Robert (Bob) Siudzinski began his career with the City of Campbell on August 6, 1990, as a Maintenance Worker in the Parks Maintenance section of the Public Works Department; and

**WHEREAS**, throughout his 35-year career, Bob made significant and lasting contributions to multiple areas within the Public Works Maintenance Division where his guidance as a Lead Maintenance Worker, City Arborist, and Parks Supervisor was instrumental in enhancing Campbell's parks and advancing key projects and initiatives to expand and improve the City's urban forest; and

**WHEREAS**, Bob's extensive expertise was especially critical in the planning and implementation of sustainable landscaping practices and other water-saving initiatives across the City's parks, while his steadfast commitment to preserving and enhancing Campbell's green spaces has made a lasting, meaningful impact on the quality of life for residents and future generations; and

**WHEREAS**, Bob was instrumental in organizing the Annual Arbor Day Celebration by working with City staff and students to create a program that was educational and fun for all participants; and

**WHEREAS**, on May 15, 2025, Bob retired after an exceptional 35-year career with the City of Campbell Public Works Department; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Campbell hereby commends Robert (Bob) Siudzinski for his 35 years of service to the City of Campbell.

**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 (Resolution Commending Bob Siudzinski for 35 Years of Service to the City of Campbell)



*City  
Council  
Report*

Item: 6  
 Category: PUBLIC HEARINGS AND  
 INTRODUCTION OF  
 ORDINANCES  
 Meeting Date: June 17, 2025

**TITLE: Adoption of Fiscal Year (FY) 2026 Operating Budget and 2026 - 2030 Five-Year Capital Improvement Plan (CIP) and Establishment of the Appropriations Limit for FY 2026 (Resolutions/Roll Call Vote)**

**RECOMMENDED ACTION**

That the City Council, by Resolution, adopt the Fiscal Year (FY) 2026 City Operating and Capital budgets, including transfers, in the amounts of \$90,195,234 and \$16,548,490, for a combined total budget of \$106,743,724; and adopt a Resolution adopting findings that the proposed FY 2026-2030 Capital Improvement Plan (CIP) projects are categorically exempt under the California Environmental Quality Act (CEQA) and are consistent with the City's General Plan; approving the five-year Capital Improvement Plan with projects totaling \$102,762,970; including new capital projects of \$17,594,000 and \$9,295,031 as the amount necessary to meet the capital requirements of the City in FY 2026; directing staff to incorporate within the final adopted and published FY 2026 budget document any changes or adjustments pursuant to this public hearing and any other minor corrections prior to the budget's final publication; and adopt a Resolution establishing the Appropriations Limit for FY 2026 at \$99,596,588 pursuant to Article XIIB of the California State Constitution.

**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 ***Second Update of the Seven-Year Financial Forecast*** which covers FY 2026 through FY 2032. The purpose of this agenda item is to formally adopt the proposed operating budget and CIP.

**DISCUSSION**

For ease of viewing, staff has attached to this report the following items which are also included within the Budget and CIP book. These items have been updated, as needed, based on Council feedback received during the June 3, 2025 Budget introduction as well as any other recommended staff revisions detailed within:

- City Manager Transmittal Letter
- Proposed Approving Resolutions

- FY 2026 Operating and Capital Budget
- FY 2026 CIP Conformance to General Plan (*conformance affirmed by the Planning Commission on May 27, 2025*)
- FY 2026 Appropriation Limit

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.

### **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
- b. Resolution - FY 2026 Operating and Capital Budget
- c. Resolution - FY 2026 Conformance to General Plan
- d. Resolution - FY 2026 Appropriations Limit



June 17, 2025

**Honorable Mayor, Vice-Mayor, and City Councilmembers:**

I am pleased to present to you for formal consideration and adoption 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's device, and an operation's 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 continues to emphasize 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**. To accomplish this, several meetings with the City Council and the community were held on the following dates:

- [March 6 Special Meeting](#) – Strategic Priorities Discussion
- [March 18 Regular Meeting](#) – Strategic Priorities Adoption
- [May 6 Budget Study Session](#) – Preliminary Workplans, Operating Budget, and CIP
- [June 3 Regular Meeting](#) – Introduction of 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 17 (**Budget Adoption**). Any further Council feedback that reaches majority consensus at the June 17 Budget Adoption will be incorporated into the final Adopted Budget and CIP **if it is fiscally feasible**. In preparation for those meetings and so as to provide a high-level overview of the proposed budget and CIP, this transmittal letter will address the following items:

- **A – Significant Changes since June 3 Introduction**
- **B – Financial Summary**
- **C – Economic Update and Outlook**
- **D – Long-Range Forecast**
- **E – Budget Awards**
- **F – Conclusions and Acknowledgments**
- **Exhibit A - FY 2026 Adopted City Council Priorities**
- **Exhibit B – FY 2026 Proposed Workplans**

### **A – SIGNIFICANT CHANGES SINCE JUNE 3<sup>rd</sup> INTRODUCTION**

The following section details significant changes to the Proposed FY 2026 Operating Budget and 2026 – 2030 CIP since the June 3 Budget Introduction. **All changes shown below are built into** the proposed budget numbers and schedules before Council:

- **Publication of Legal Notices** (Community Development Department Acct # 101.550.7422) – Based on further analysis of need, this expenditure account has been **increased** by **\$2,500** in the FY 2026 Proposed Budget.
- **Cities Association Planning Collaborative** (Community Development Department Acct # 101.550.7427) – Based on further analysis of need, this expenditure account has been **decreased** by **\$2,500** in the FY 2026 Proposed Budget.

The revisions proposed above offset each other fully and there have been no other changes made to the Proposed Budget or CIP since the June 3 Introduction.

**B - FINANCIAL SUMMARY**

General Fund – Financial Summary

**Table 1 – General Fund Summary**

<b>FUND BALANCE REPORT</b>						
101		<b>FY 23 Actual</b>	<b>FY 24 Actual</b>	<b>FY 25 Est.</b>	<b>FY 26 Prop.</b>	<b>%Chg*</b>
<b>Beginning Fund Balance July 1<sup>(A)</sup></b>		\$ 16,907,710	\$ 17,124,190	\$ 15,945,340	\$ 15,945,340	
<i>(A) - Econ Fluctuations + Emergency + Unassigned + PERS</i>						
<b>Revenues</b>						
<b>Total Revenues</b>		<b>\$ 63,029,077</b>	<b>\$ 64,774,966</b>	<b>\$ 70,581,193</b>	<b>\$ 69,023,160</b>	<b>-2.2%</b>
<b>Expenditures</b>						
<b>Total Expenditures by Type</b>		<b>\$ 62,812,598</b>	<b>\$ 65,953,816</b>	<b>\$ 70,581,192</b>	<b>\$ 69,023,160</b>	<b>-2.2%</b>
<b>Revenues vs Expenditures</b>		<b>\$ 216,479</b>	<b>\$ (1,178,850)</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Ending Fund Balance June 30</b>		\$ 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. All reclassifications are newly added items since the May 6 Budget Study Session,
- Extension of a Limited-Term Environmental Program Specialist in Community Development for six (6) months 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 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 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. Based on Council feedback received at the June 3 Budget Introduction, these measures have not changed and are summarized in **Table 2** below and detailed further immediately following the table:

**Table 2 – FY 2026 General Fund Budget Correction Strategies Incorporated**

<b>Correction Strategy</b>	<b>FY 2026 Impact</b>
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
<b>TOTAL</b>	<b>\$3,745,079</b>

- 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	\$ -
<b>TOTALS</b>		<b>\$ 4,167,248</b>		<b>\$ 2,398,106</b>	<b>\$ (1,769,142)</b>

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)
<b>Fund Totals</b>	<b>\$ 4,167,248</b>	<b>\$ 2,398,106</b>	<b>\$ (1,769,142)</b>

- 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)
<b>TOTAL COST REDUCT OR REV ENHANCEMENT</b>	<b>\$ 597,049</b>

*\*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)
<b>TOTAL COST REDUCT OR REV ENHANCEMENT</b>	<b>\$ (597,049)</b>

- 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 to bridge the General Fund budget deficit. 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**

<b>FUND BALANCE REPORT</b>					
<b>ALL FUNDS SUMMARY</b>					
	FY 23 Actual	FY 24 Actual	FY 25 Est.	FY 26 Prop.	%Chg*
<b>Beginning Fund Balance July 1</b>	\$ 96,862,053	\$ 100,898,194	\$ 86,522,095	\$ 28,764,930	
<b>Revenues</b>					
<b>Total Revenues</b>	\$ 94,060,104	\$ 95,685,217	\$ 108,369,674	\$ 100,472,721	-7.3%
<b>Expenditures</b>					
<b>Total Expenditures by Type</b>	\$ 90,023,963	\$ 110,061,315	\$ 166,126,839	\$ 106,743,724	-35.7%
<b>Revenues vs Expenditures</b>	\$ 4,036,141	\$ (14,376,099)	\$ (57,757,165)	\$ (6,271,003)	
<b>Ending Fund Balance June 30</b>	\$ 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.

## **C - ECONOMIC UPDATE AND OUTLOOK**

With the ever-constant tariff policy news as a backdrop, investors turned their attention to a robust amount of employment data released the week ending June 6. Job growth moderated in May with nonfarm payrolls increasing 139,000, above the consensus estimate of 126,000, however, the prior two months were revised down by a combined 95,000. The US unemployment rate was unchanged at 4.2%, the underemployment remained at 7.8%, and the labor force participation rate declined to a three month low of 62.4%. Earlier in the week, the Job Openings and Labor Turnover Survey (JOLTS) unexpectedly rose in April to 7.39 million but the details of the report reflected underlying labor-market weakness. Layoffs increased and the quits rate dropped, indicating workers found it harder to get new jobs. The ratio of vacancies to unemployed workers moved up slightly to 1.03, from 1.01 in March. The ADP National Employment Report released on Wednesday showed hiring decelerating to the slowest pace in two years. Private-sector payrolls increased by only 37,000 vs. survey expectations of 114,000. Despite the slowdown, pay gains remained strong, with workers who changed jobs seeing a 7% pay increase and individuals who remained with their current employer seeing a 4.5% gain. Initial jobless claims rose to the highest level since October, increasing to 247,000, and pushed the four-week moving average up to 235,000. Continuing claims declined slightly to 1.9 million in the week ending May 24.

Other economic indicators the week ending June 6 reflected contraction in both the services and manufacturing sectors. The Institute of Supply Management (ISM) index of services dropped 1.7 points in May to 49.9, a reading below 50 indicates contraction. The drop was primarily due to lower business demand and a significant drop in new orders. The ISM Manufacturing index contracted for the third consecutive month, dropping to 48.5. Notably, the report reflected a 16-year low in imports and the gauge of exports fell to the lowest level in 5 years.

After the release of the better than expected employment report on Friday June 6, treasury yields moved higher. As of June 6, the 2-year note was trading at 4.04%, the 5-year note at 4.12%, and the 10-year yield at 4.49%. Although the staff does not expect the Fed to lower rates at their upcoming meeting on June 18th, staff does believe the Fed will move forward with rate reductions later this year.

The week ending May 30 featured a variety of key data points measuring the health of the US economy along with some tariff-related headlines. The market responded positively after a 50% tariff on EU goods was delayed until July 9 and faced legal challenges. In the wake of the temporary reduction of tariffs on Chinese goods, consumer confidence rebounded to 98.0 as of mid-May, above the previous reading of 85.7 and the long-run average of 96. Survey participants' overall economic outlook improved along with increases in plans to purchase appliances, cars, homes, travel, dining and entertainment.

Meanwhile, personal income rose 0.8% in April while personal spending slowed to 0.2% as consumers pulled back on purchases, causing the US savings rate to rise to 4.9% last month. The Fed's preferred inflation gauge, personal consumption expenditures (PCE), was subdued in the month of April, increasing by only 0.1% month-over-month. Headline PCE decelerated to 2.1% and core PCE was up 2.5% versus the previous year but are still hovering above the Fed's 2% target.

The second estimate of first quarter GDP improved slightly to -0.2% as businesses pulled forward investments in inventory and equipment. Second quarter GDP is expected to improve as import activity is anticipated to slow; Imports of goods in April plummeted by a record 20% due to tariffs. Durable goods declined -6.3% in April on a steep drop in aircraft orders and a pullback in business investment after a surge in the first quarter of the year. The Atlanta Fed GDP Now is calling for 3.8% growth in Q2, while the Bloomberg consensus estimate is projecting growth of 1.4% for both the second quarter and the full year 2025.

The Federal Open Market Committee (FOMC) minutes from their May meeting indicate that the Fed is willing to be patient with future rate cuts as the implications of US trade policies unfold later this year. The federal funds futures market is currently pricing in two 0.25% interest rate cuts in the latter half of 2025, which is consistent with staff's view. The US Treasury yield curve steepened in the month of May, with the 2-year note trading at 3.91%, the 5-year at 3.97%, and the 10-year yield at 4.41% as of this writing.

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 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.

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.

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.

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 reached 11.7%.

## **D - LONG-RANGE FORECAST**

The Second 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 over the 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.

### **E - BUDGET AND FINANCIAL AWARDS**

For the 32<sup>nd</sup> 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 27<sup>th</sup> 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.

### **F - CONCLUSION AND ACKNOWLEDGMENTS**

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**

<b>Strategic Objectives</b>	<b>Council Priorities</b>	<b>Comments by Council Members</b>
Land Use	<b>Long-Term Land Use Planning and Housing</b>	<p><b>Councilmember Terry Hines</b></p> <ul style="list-style-type: none"> <li>• Housing development assistance</li> <li>• City Hall improvements</li> </ul> <p><b>Councilmember Elliot Scozzola</b></p> <ul style="list-style-type: none"> <li>• Tenant rights informational survey</li> <li>• Housing commission</li> <li>• Community Center Master Plan</li> <li>• Responsible Construction Ordinance</li> </ul> <p><b>Vice-Mayor Dan Furtado</b></p> <ul style="list-style-type: none"> <li>• Hamilton Ave Precise Plan</li> <li>• Preservation of City history, such as Mills Act</li> </ul> <p><b>Mayor Sergio Lopez</b></p> <ul style="list-style-type: none"> <li>• Streamlining of CEQA</li> <li>• Hamilton Avenue Precise Plan</li> <li>• Transit Signal Priority</li> </ul> <p><b>Shared Feedback</b></p> <ul style="list-style-type: none"> <li>• Review of existing ordinances and creation of new ordinances, such as Beekeeping.</li> <li>• Preparation for 2026 Mega Events, such as World Cup, Super Bowl etc.</li> </ul>
	<b>City Infrastructure</b>	<p><b>Vice-Mayor Dan Furtado</b></p> <ul style="list-style-type: none"> <li>• Supported removing Measure O priority</li> <li>• Increased focus on City infrastructure needs such as the Community Center</li> </ul> <p><b>Councilmember Elliot Scozzola</b></p> <ul style="list-style-type: none"> <li>• Replacement of Measure O priority due to near completion of project(s) and adding priority of “City Infrastructure/Resiliency</li> </ul> <p><b>Councilmember Terry Hines</b></p> <ul style="list-style-type: none"> <li>• Leave Measure O priority for one more year until projects are fully completed</li> </ul> <p><b>Councilmember Anne Bybee</b></p>

Strategic Objectives	Council Priorities	Comments by Council Members
		<ul style="list-style-type: none"> <li>Replace “Measure O priority” with broader “City Infrastructure” priority</li> </ul> <p><b>Shared Feedback</b></p> <ul style="list-style-type: none"> <li>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</li> </ul>
Financial Health	<b>Financial Stability</b>	<p><b>Councilmember Terry Hines</b></p> <ul style="list-style-type: none"> <li>Economic Development opportunities for 2026 Mega Events such as World Cup, Super Bowl, etc.</li> </ul> <p><b>Councilmember Elliot Scozzola</b></p> <ul style="list-style-type: none"> <li>Investment policy review</li> </ul> <p><b>Mayor Sergio Lopez</b></p> <ul style="list-style-type: none"> <li>Measure K funding</li> </ul> <p><b>Vice-Mayor Dan Furtado</b></p> <ul style="list-style-type: none"> <li>Prioritize Economic Development and supporting small businesses</li> </ul> <p><b>Shared Feedback</b></p> <ul style="list-style-type: none"> <li>Review of City finances</li> </ul>
Environment	<b>Sustainability</b>	<p><b>Vice-Mayor Dan Furtado</b></p> <ul style="list-style-type: none"> <li>Climate Action Plan</li> </ul>
Community	<b>Community Health and Safety</b>	<p><b>Councilmember Terry Hines</b></p> <ul style="list-style-type: none"> <li>Road conditions</li> </ul> <p><b>Councilmember Elliot Scozzola</b></p> <ul style="list-style-type: none"> <li>Pedestrian crossings – Campbell Technology Park</li> </ul> <p><b>Vice-Mayor Dan Furtado</b></p> <ul style="list-style-type: none"> <li>Fire station maintenance</li> <li>Weed abatement</li> <li>Increased focus on public relations</li> </ul> <p><b>Mayor Sergio Lopez</b></p> <ul style="list-style-type: none"> <li>Deferred maintenance progress</li> <li>Traffic safety</li> </ul>

Strategic Objectives	Council Priorities	Comments by Council Members
		<p><b>Shared Feedback</b></p> <ul style="list-style-type: none"> <li>• Emergency preparedness</li> <li>• Hamilton Ave. Pedestrian bridge crossing over Highway 17</li> <li>• Traffic and safety preparation for 2026 Mega Events, such as World Cup, Super Bowl etc.</li> <li>• Communications and public relations expansion</li> </ul>

## 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 and pilot 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]**

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL  
ADOPTING THE CITY'S OPERATING AND CAPITAL BUDGET  
FOR FISCAL YEAR 2026**

**WHEREAS**, there has been submitted to the City Council a proposed budget for the operation of all departments and facilities of the City of Campbell for FY 2026, and there has been submitted to the City Council a proposed budget for the capital expenditures related to City projects, and

**WHEREAS**, the City Council held meetings to review the proposed operating and capital budget; and the City Council took action to adopt the proposed budget;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council that as of July 1, 2025 the amount of \$90,195,234 be fixed as the amount necessary to meet all municipal operating requirements (excluding any further changes resulting from this public hearing and/or any miscellaneous corrections), and that the amount of \$16,548,490 be fixed as the amount necessary to meet the capital requirements of the City and that the same is hereby approved, confirmed and adopted at the combined total of \$106,743,724; and

**BE IT FURTHER RESOLVED** that the Finance Director is hereby authorized to make any changes resulting from the public hearing to adopt the FY 2026 operating and capital budget or any miscellaneous corrections due to more refined estimates and incorporate these changes into the final published FY 2026 operating and capital budget document.

**PASSED AND ADOPTED** this day 17<sup>th</sup> of June, 2025, by the following roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

APPROVED:

\_\_\_\_\_  
Sergio Lopez, Mayor

ATTEST:

\_\_\_\_\_  
Andrea Sanders, City Clerk

Attachment: Resolution - FY 2026 Operating and Capital Budget (Adoption of Fiscal Year (FY) 2026 Operating & Capital Budgets)

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL APPROVING THE PROPOSED FISCAL YEARS 2026-2030 5-YEAR CAPITAL IMPROVEMENT PLAN (CIP) AND FINDING THE CIP TO BE CONSISTENT WITH THE CAMPBELL GENERAL PLAN PURSUANT TO § 65103(c) and § 65403(c) OF THE STATE OF CALIFORNIA GOVERNMENT CODE AND EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

**WHEREAS**, after due consideration of all evidence presented, the City Council does find as follows with respect to the FY 2026-2030 CIP:

1. The proposed CIP is consistent with the Campbell General Plan, pursuant to § 65103(c) and § 65403(c) of the State of California Government Code;
2. The proposed CIP is exempt from review under the California Environmental Quality Act (CEQA) in that it is not a “project” as defined by Public Resources Code § 21065 being an administrative activity of the City that will not result in direct or indirect physical changes to the environment pursuant to CEQA Guidelines § 15378.

**WHEREAS**, based upon the foregoing findings of fact, the City Council further finds and concludes that:

1. The CIP is consistent with the Campbell General Plan; and
2. No substantial evidence has been presented from which a reasonable argument could be made that the CIP projects would have a significant adverse impact on the environment.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council finds the proposed CIP to be consistent with the Campbell General Plan pursuant to 65103(c) and § 65403(c) of the State of California Government Code and exempt from review under the California Environmental Quality Act (CEQA); and,

**BE IT FURTHER RESOLVED** that the City Council approves the Fiscal Year 2026-2030 Capital Improvement Plan with projects totaling **\$102,762,970**; including new capital projects of **\$17,594,000** and **\$9,295,031** as the amount necessary to meet the capital requirements of the City in FY 2025.

**PASSED AND ADOPTED** this day 17<sup>th</sup> of June, 2025, by the following roll call vote:

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

APPROVED:

\_\_\_\_\_  
 Sergio Lopez, Mayor

ATTEST:

\_\_\_\_\_  
 Andrea Sanders, City Clerk

Attachment: Resolution - FY 2026 Conformance to General Plan (Adoption of Fiscal Year (FY) 2026 Operating & Capital Budgets)

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL  
ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2026  
PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA STATE CONSTITUTION**

**WHEREAS**, Proposition 4 was adopted by the voters of the State of California on November 6, 1979, adding Article XIII B of the California State Constitution.; and

**WHEREAS**, Proposition. 111 was adopted by the voters of the State of California on June 5, 1990, amending Article XIII B of the California State Constitution; and

**WHEREAS**, pursuant to Section 8 of Article XIII B of the California State Constitution, the City Council determines that the change in the cost of living shall be measured by the percentage change in Per Capita Personal Income as provided by the State of California Department of Finance from the preceding year and the change in population shall be measured by the change in the County of Santa Clara’s population growth; and

**WHEREAS**, the City Council of the City of Campbell wishes to establish this appropriations limit for the Fiscal Year 2026 pursuant to Article XIII B of the California State Constitution;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Campbell hereby finds and determines that the appropriations limit for Fiscal Year 2026 is **\$99,596,588.**

**PASSED AND ADOPTED** this day 17<sup>th</sup> of June, 2025, by the following roll call vote:

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

APPROVED:

\_\_\_\_\_  
Sergio Lopez, Mayor

ATTEST:

\_\_\_\_\_  
Andrea Sanders, City Clerk

Attachment: Resolution - FY 2026 Appropriations Limit (Adoption of Fiscal Year (FY) 2026 Operating & Capital Budgets)



*City  
Council  
Report*

**Item:** 7  
**Category:** NEW BUSINESS  
**Meeting Date:** June 17, 2025

**TITLE:** Approve and Award a Consultant Services Agreement with Housing Group LLC (Dba HousingINC) for the Administration of the Below Market Rate Housing Program (Resolution/Roll Call Vote)

**RECOMMENDED ACTION**

Staff recommends that the City Council adopt a Resolution approving and awarding a Consultant Services Agreement and authorizing the City Manager to execute the agreement with Housing Group LLC (dba HousingINC) for the administration of the city's Below Market Rate housing program.

**BACKGROUND**

The Below Market Rate (BMR) administrator is a necessary partner for the City in its efforts to meet its 2023-2031 Housing Element goals and its region wide affordable housing obligations through the City's Inclusionary Housing Ordinance (Campbell Municipal Code Chapter 21.24) and the Density Bonus Ordinance (Campbell Municipal Code Chapter 21.20). The City's Inclusionary Housing Ordinance requires at least 15% of the units in a new housing development of five or more units to be restricted to low- and moderate-income households. The Density Bonus Ordinance furthers the City's goals for affordable housing by providing incentives to developers for the production of housing for very low-, low-, and moderate-income households, in compliance with State Law.

The BMR administrator is responsible for the day-to-day tasks of administering the City's BMR program, including general program administration, managing both the BMR rental and ownership programs, maintaining an inventory and records of existing BMR units and program evaluation.

The last Request for Proposals (RFP) for BMR administration services was issued in January 2016, resulting in the selection of Housekeys Inc. who is the City's current BMR housing administrator, . Because it had been nine years since the last RFP was issued, the City issued a new RFP for BMR administration services in April 2025.

Staff prepared specifications for the procurement of a consultant who would be responsible for administering the City's BMR program, including coordinating with the City on implementing the City's Inclusionary Housing and Density Bonus ordinances,

managing the sales and rental process for both new and existing units in the City's portfolio and performing annual compliance monitoring to ensure that all properties are in compliance with the City's BMR program guidelines. The RFP package clearly defined the expectations of the City in terms of scope of work, budget, and timeline.

## **DISCUSSION**

The RFP was released on March 21, 2025, for 21 days, with proposals due on April 11, 2025. The Community Development Department received proposals from three firms:

1. HouseKeys, Inc.
2. Housing Group LLC (dba HousingINC)
3. Hello Housing

Proposals were scored by a review panel comprised of City staff and a subject matter expert in BMR program administration from another public agency. The scoring evaluated the firms' experience developing similar plans; their project understanding, approach, and workplan; team qualifications; cost and value; and local presence. The panel determined that Housing Group LLC (dba HousingINC) was the most qualified firm, given their extensive experience administering BMR programs, familiarity with the Bay Area, and a proposal that was within the City's preferred budget.

The selection of Housing Group LLC (dba HousingINC) is expected to generate annual cost savings of approximately \$55,000 compared to the City's current FY25 agreement for BMR administration services. Housing Group LLC (dba HousingINC) will also actively work with City staff on making necessary BMR program improvements, including updating rental and ownership guidelines and agreement templates. Housing Group LLC (dba HousingINC) currently provides BMR administration services to other cities in the region, including the cities of Los Altos and Menlo Park. Housing Group LLC (dba HousingINC) will collaborate closely with staff to develop and implement a transition plan that ensures a seamless transition from the City's current BMR provider to the new provider.

Staff recommend awarding a consultant services agreement to Housing Group LLC (dba HousingINC) in a total amount not to exceed \$370,908, to perform the scope of work included in their submitted proposal (Attachment B) for work through FY28. The agreement has an option for two consecutive twelve-month extensions, with an initial annual cost of \$120,000 for FY26, \$123,600 for FY27 and \$127,308 for FY28, accounting for a 3% cost of living increase.

## **FISCAL IMPACT**

On June 17, 2025, the City Council is scheduled to adopt the FY26 budget approving an appropriation of up to \$225,000 for the administration of the BMR program. The total cost of the proposed scope of work with Housing Group LLC (dba HousingINC) is

\$370,908 for a possible three year period, with a cost of \$120,000 for FY26. The cost for the first year would be incurred in fiscal year FY26 with payments occurring monthly. The selection of Housing Group LLC (dba HousingINC) is expected to generate approximate annual cost savings of \$55,000 compared to the City's current FY25 agreement for BMR administration services. As the Consultant Services Agreement has the potential to extend over a period of three years, \$123,600 would be appropriated to the FY 26/27 budget and \$127,308 would be appropriated to the FY 27/28 budget. The FY27 and FY28 amounts factor in a 3% cost of living increase in each of the fiscal years.

## ALTERNATIVES

1. Do not approve and award an agreement with Housing Group LLC (dba HousingINC) for the administration of the City's Below Market Rate program at this time.
2. Request a modified BMR Program Administration agreement (e.g., scope of work, budget, duration) to be returned to the City Council.
3. Direct staff to take alternate action.

**Eloiza Murillo-Garcia**

Prepared by:

\_\_\_\_\_  
Eloiza Murillo-Garcia, Housing Program  
Manager

Reviewed by:

  
\_\_\_\_\_  
Rob Eastwood, Community  
Development Director

Approved by:

  
\_\_\_\_\_  
Brian Loventhal, City Manager

**Attachment:**

- a. Draft Resolution
- b. HousingINC Proposal
- c. Proposed Agreement

## RESOLUTION NO. \_\_\_\_\_

**BEING A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL APPROVING A CONTRACT SERVICE AGREEMENT TO HOUSING GROUP LLC. (dba HOUSINGINC) AS THE SELECTED SERVICE PROVIDER OF BELOW MARKET RATE (BMR) PROGRAM ADMINISTRATION FROM THE RELEASED REQUEST FOR PROPOSALS (RFP) FOR A THREE YEAR TERM IN AN AMOUNT NOT TO EXCEED \$370,908 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.**

**WHEREAS**, the adopted General Plan and Housing Element have committed to ensure that new residential development in Campbell integrates units affordable to very low-, low-, and moderate-income households through its inclusionary housing ordinance; and

**WHEREAS**, the City seeks the special services in Below Market Rate (BMR) Housing Program administration from persons specially trained, experienced, and competent to perform the special services required to administer the City's BMR program; and

**WHEREAS**, the City's existing service provider of BMR Housing Program Administration Services was able to provide services through FY 2025 and a service provider was needed for FY 2026; and

**WHEREAS**, the City's procurement requirements, Chapter 3.20 of the Municipal Code, requires an open bidding procurement process to be conducted for contracts over \$100,000; and

**WHEREAS**, the City circulated an RFP from March 21, 2025, to April 11, 2025, to select a service provider for Below Market Rate Housing Program Administration Services and received three (3) proposals; and

**WHEREAS**, the purchasing procedures outlined in the City's Municipal Code (CMC) Section 3.20.050 state that purchases and contract for 'supplies, services, and equipment of estimated fair market value greater than one-hundred thousand dollars' shall be made according to specified bidding procedures;

**WHEREAS**, the estimated amount for the procured services will be more than one-hundred thousand dollars;

**WHEREAS**, staff reviewed the proposals finding that Housing Group LLC (dba HousingINC) was the most responsive offeror, meeting the selection criteria, given their extensive experience providing BMR housing program administration services; their project understanding, approach, and workplan; the qualifications of the proposed team; their proposal being below the preferred \$175,000 annual budget;

**WHEREAS**, Housing Group LLC (dba HousingINC) is the selected service provider for Below Market Rate Housing Administration Services from the released Request for Proposals (RFP); and

**WHEREAS**, \$370,908 will be encumbered during the three-year contract term from FY 2026 through FY 2028; and

**WHEREAS**, the City Council has reviewed and accepted the draft Contract Service Agreement which outlines the scope of services and expected deliverables from the service provider during the three-year contract term where below market rate housing program administration services will be provided for the benefit of the community; and

**WHEREAS**, the City Council authorizes a total amount not to exceed \$370,908 for a period of three years.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Campbell hereby authorizes approves a contract service agreement to Housing Group LLC (dba HousingINC) as the selected service provider of Below Market Rate Housing Program Administration Services from the released Request for Proposals (RFP) for a three year term in an amount not to exceed \$370,908 and authorizes the City Manager to execute the agreement.

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

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

APPROVED: \_\_\_\_\_  
Sergio Lopez, Mayor

ATTEST: \_\_\_\_\_  
Andrea Sanders, City Clerk

Attachment: Draft Resolution (Agreement with Housing Group LLC for BMR Administration)



**Request for Proposal for the  
City of Campbell  
Below Market Rate Housing Administration  
Services**

**April 11, 2025**

**HousingINC  
Affordable Housing Consulting, Administration  
and  
Residential Real Estate Brokerage  
DRE# 02247686, #01336834, MLO# 334668**

**Robyn van Ekelenburg, Principal/Owner/Broker  
www.housinginc.org  
408-533-2501**

www.housinginc.org



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## Letter of Interest

April 10, 2025

City of Campbell  
Community Development Department  
70 N 1st St, Campbell, CA 95008  
Attention: Eloiza Murillo-Garcia

### Administration Services for City of Campbell's Below Market Purchase Program

Dear Eloiza,

Thank you for the opportunity to submit a proposal for the City of Campbell's Below Market Rate Housing Administration Program.

Housing Group LLC, doing business as HousingINC, is an affordable housing consulting and program administration firm committed to creating and preserving affordable housing across California and Nevada.

Our **Owner-Principals, Robyn van Ekelenburg** and **Teresa Martinez Gonzales**, are authorized to contractually bind the firm and serve as official signatories on behalf of HousingINC.

HousingINC is a licensed real estate brokerage and mortgage lender specializing exclusively in affordable housing services across California and Nevada. We provide comprehensive administrative support for first-time homebuyer sales and lending programs and manage Below Market Rate (BMR) programs on behalf of various jurisdictions. Our team works closely with residents and first-time buyers, guiding them through often complex processes with care and clarity.

With nearly 20 years of individual experience in affordable housing administration, development, and lending, our team brings deep knowledge and a commitment to best practices. We understand that program administration must be transparent, efficient, and sensitive to the cost burdens already faced by affordable housing programs.

It should be noted that several members of the HousingINC team had the unique opportunity to partner with Charities Housing to facilitate the sale of homes at Maravilla while working with a previous organization, NHSSV under the direction of CEO Matt Huerta. Today, HousingINC is proud to continue that relationship by supporting Charities Housing's new affordable for-sale development in San Jose.

We currently administer a variety of affordable housing programs across the state, supported by a dedicated and experienced team. You will learn more about the communities in which we serve in the section titled relevant experience.

We look forward to collaborating with the City of Campbell to develop onboarding and long-term workplans for the BMR Program. We will meet regularly to build a relationship established in transparency to allow both parties to fully participate in oversight and decision-making processes.

*All projections, workplans, costs, and analysis in this response are flexible and malleable in a working partnership with the City. HousingINC is a steward of public funds and a team player. We look forward to our potential partnership and future dialogue.*

Project Manager and main point of contact:

Teresa E. Martinez Gonzales  
9240 Oak Leaf Way  
Granite Bay, CA 95746  
408.908-0416 | [teresa@housinginc.org](mailto:teresa@housinginc.org)

Sincerely,

**Robyn van Ekelenburg**  
Owner Principal  
HousingINC  
[robyn@housinginc.org](mailto:robyn@housinginc.org)

**Teresa E. Martinez Gonzales**  
Owner Principal  
HousingINC  
[teresa@housinginc.org](mailto:teresa@housinginc.org)



## Project Understanding and Approach

HousingINC understands the City of Campbell seeks a reliable, experienced administrator to manage its Below Market Rate (BMR) Housing Program with the following Administrative Priorities:

- Coordinating with the City on implementing the City's Inclusionary Housing and Density Bonus ordinances
- Manage the sales and rental process for both new and existing units in the City's BMR portfolio
- Performing annual compliance monitoring to ensure that all properties comply with the City's BMR Program Guidelines

### Work Plan

HousingINC has developed a tentative workplan for administrating City of Campbell's BMR Program.

Tasks include:

#### Task 1: General Program Administration

HousingINC will serve as the City's BMR Program liaison, managing inquiries, establishing a dedicated website linked to the City's housing page, creating outreach materials, scheduling monthly reports, and coordinating with developers and legal counsel to manage and update legal templates. We will also employ the Customer Relationship Management (CRM) system.

1. Onboarding Activities Timeline: Immediately following execution of contract.
  - a. Kick off meeting
  - b. Website
    - i. Domain
    - ii. Emails
    - iii. Design
    - iv. Phone lines
  - c. Access to current BMR program files and data
  - d. Legal Documents
    - i. Review, recommend, ensure compliance with processes including all program loan documents, regulatory agreements, resale covenants and guidelines.
  - e. Technology launch
    - i. Import current secure cloud-based application, lottery system and CRM
  - f. Communication
    - i. Create a team meeting schedule and reporting metrics needs
    - ii. Define client communication expectations
  - g. Assessment
    - i. Provide a written assessment of the program and create, and present to the City, a finalized workplan for the implementation of the program.
    - ii. Import current/Develop new database
    - iii. Implement CRM upon readiness
2. Becoming primary point of contact for all BMR correspondence
3. Developing marketing and outreach plans
4. Engaging development community including for-sale and density bonus program, as identified by the City
5. Creating community education workshops/schedule
6. Monitoring
  - a. HousingINC developed and manages a robust monitoring program and will monitor all units in the Campbell BMR program to ensure compliance with regulatory requirements and/or deed restriction agreements. This will include (current and upcoming):
    - i. Ownership
    - ii. Renters
    - iii. Developers
    - iv. Loan portfolio

#### Task 2: BMR Ownership Program

HousingINC will manage all aspects of the BMR ownership program including:

1. Developing or updating a program specific application
2. Developing or updating program specific educational materials
3. Creating all marketing materials and offerings
4. Facilitating the lottery process
  - a. Preference and AMI requirements
5. Providing program underwriting and eligibility determination
  - a. "For-sale" duties and details include brokerage services. HousingINC is a real estate brokerage and will handle all for-sale activities for the BMR program – including:
    - i. Sales and escrow management
    - ii. Client file and data exchange
    - iii. City file collection/creation



### Task 3: BMR Rental Program

HousingINC will study regulatory agreements and follow them as the foundation for positive and engaging relationships with property owners, managers, tenants and applicants. We are well versed in partnering with inclusionary and affordable apartment managers and communities to perform lease-up and vacancy leasing, and annual monitoring and compliance BMR activities.

HousingINC is an expert in BMR rental practices that meet marketing requirements, demand, and timelines.

We build and maintain positive relationships with apartment managers, applicants, and tenants. It begins with a solid program structure, reliable customer service, education and a clear communication plan. We establish processes and procedures, workplans, and partner with teams to meet our leasing goals.

1. HousingINC will manage the entire rental process for lease ups and re-rents in Campbell in collaboration with Property Managers.
2. Develop a property management communication plan to ensure vacancies are at a minimum turnaround time
3. Develop a program specific application
4. Develop program specific educational materials
5. Create all marketing materials and offerings
6. Facilitating the lottery process
  - a. Preference and AMI requirements
7. Provide all program underwriting and eligibility determinations
8. Maintain records

### Task 4: BMR Inventory and Recordkeeping

HousingINC appreciates accurate recordkeeping allows us to provide clear updates to our partners, participants, funders and auditors. It is key to compliance, financial responsibility, and accurate staff and programmatic projections.

Recordkeeping begins with understanding the BMR portfolio and defining program structure immediately, before program launch, so that the professional CRM works for our needs – with a centralized database, participation tracking, automation, and reporting and analytics.

Keeping good records of the City's BMR inventory is vital because the inventory is a community asset. BMR asset management is akin to Low Income Housing Tax Credit (LIHTC) and real estate management – all affordable housing management firms employ this type of work - and we do it. Asset managers analyze their properties and loans to develop effective strategies that mitigate risk and exposure to the program.

Real time details about each unit and project keep us informed about program status, trends, and aware of potential upcoming challenges. They also help us understand program risk, staff and budget needs, and loan servicing requirements and timeline.

To help us keep good records of BMR inventory, we will partner with the City of Campbell to understand all the information they need to make programming decisions. HousingINC will work closely with the City's team to safeguard all participants' personally identifiable information (PII), such as social security numbers, names, and birthdates, against possible identity theft.

It is also important for the City to be able to access all records in real time for information and data at their fingertips. We will ensure that copies of recorded documents are documented, tracked, also secured safely and properly, and digitized.

### Task 5: Evaluation

#### *HousingINC's Initial Program Evaluation*

HousingINC will prepare an initial written BMR Administrator Practitioner's Assessment within 45 days of the execution of the BMR Administration agreement. This evaluation will outline key program components and provide recommendations, consistent with successful state affordable housing legislation, our experience, and industry best practices, on how to better improve day-to-day and long-term administration processes and systems.

We will review existing BMR Ownership and Rental Guides, and other existing documents. Areas of the initial evaluation can include, but not be limited to:

- Roles & Responsibilities – are the current roles and responsibilities of the BMR Administrator, its partners and the City (and how they're practiced) aligned with the regulatory agreements (particularly on the multi-family side) – and are the regulatory agreements aligned with the guidelines? If not, what and how do we align them for compliance and best practice?
- Customer Service – what are the immediate "fires" and priorities? What are the most critical on-going challenges?
- Internal Manual Operations – what are the current processes and procedures for record keeping,



- compliance tools, loan servicing practices, communication pathways, etc.
- Program Guidelines – review, explore, make recommendations re:
  - Applicant Education, Applicant Eligibility, Preferences, Underwriting Guidelines, Application Process, Lottery Process, Rent Rate Determination, Sales Price and Resale Price, Initial Rent and Purchase Processes, Vacancy and Resale Processes, Annual Monitoring (Default Process, Foreclosure Prevention)
- Legal Documents – what is the status and priority for updating the legal documents?
  - Affordable Housing and Regulatory Agreements, Deed Restrictions, Deeds of Trust, Promissory Notes, Loan Agreements, Requests for Notice, Escrow Instructions
- Forms and Checklists – what forms and checklists need to be updated or created?
  - Process/Selection Form, Income Calculation, Underwriting Checklist, Underwriting Summary Approval, Program Approval/Denial Letters, Notes/Deeds, Program Attestations,
- TRID Compliance/Dodd Frank – are the City loans subject to TRID requirements and should the City begin to properly disclose to their borrowers to ensure compliance with TRID laws?
- Loan Servicing, Monitoring and Compliance – is the City compliant with their Standard Agreements and are borrowers compliant? What are the payment, refinance/subordination, reconveyance, 1098, write-off, etc. policies and procedures and are they currently aligned with legal best practices and requirements? Where does the raw data (completed forms) for monitoring analytics for the last three years of the program live? How has the program been monitored?
- BMR Acquisition and Rehabilitation of BMR homes that need to be purchased by the City – How do other programs resell homes in disrepair by not asking the City to purchase and rehab them? How is their model successful and can it work in Campbell? Can this tax payer cost burden be avoided? How many units is this and would a more thorough monitoring evaluation help to mitigate this exposure?

The Assessment can also bridge Rebecca Garcia's 2023 *Evaluation of the City of Campbell's Housing Program and a Recommended Housing Program Improvement Plan* to current day. HousingINC can discuss our experience with and reflect on Ms. Garcia's *BMR Housing Program* observations and recommendations. We can share our proposed solutions to some of recommendations:

- Extend the BMR contract by \$75,000 to allow the administrator to hire a full-time BMR Account Manager
- Budget \$750 per unit fee in advance of the marketing period to the BMR administrator to cultivate buyers and renters + more advance time to cultivate buyers and renters
- Evaluate and consider developing a revolving loan fund to provide cash flow for the acquisition and rehabilitation of BMR homes that need to be purchased and/or rehabilitated by the City and resold to new eligible homeowners.
- Seek out special legal counsel with expertise in housing law to draft templates that consider the various nuances of housing projects that will be increasingly brought before the city
- Identify ways for BMR Program applicants and participants to provide feedback directly to City staff through a customer service satisfaction survey
- Develop and implement a communication strategy to connect with special groups and the broader community
- Highlight BMR Program data in the community
- Conduct regular study sessions with the City Council and community two times per year
- Evaluate/examine application preferences, minimum income requirements, asset limits, enforcement procedures, occupancy standards
- Evaluate the IHO language to solidify BMR housing development standards, location, and design of inclusionary units, clarify loan payoff protocols, discuss serving the "missing middle"

#### *HousingINC's On-Going Program Evaluation*

HousingINC will continue to self-evaluate and seek the City's and public's evaluation of our performance and BMR Program status. We will continually collect data on the number of inquiries received, the nature of the inquiries, and the resolution. HousingINC will provide quarterly reports on the collected data and program status to the City, as a reporting method and assessment tool (in addition to our regularly scheduled meetings). The reports (and our meetings) will discuss trends and suggest areas for process improvements. Together, we can identify other topics and tools for on-going reporting and evaluation tools and methods.



## Relevant Experience

HousingINC understands the responsibilities and requirements to administrate the City of Campbell's BMR Program. We will provide services in accordance with federal, state, and local regulations and in conformance with the provisions of the City's Program. Our firm has 100% positive record for meeting schedules and controlling costs.

HousingINC, owned and operated by Robyn van Ekelburg and Teresa Martinez Gonzales, specializes in the design and administration of affordable housing programs. The firm provides expert services in implementing affordable and inclusionary housing programs for both ownership and multifamily developments, long-term project and program monitoring, file underwriting, and affordable lending and real estate services. HousingINC proudly partners with nonprofit organizations, cities, and counties across California and Nevada to support equitable and sustainable housing solutions. We currently manage over 1,000 homes with restrictions and downpayment assistance and rehabilitation loans on behalf of municipal and non-profit organizations. We have closed over 1,000 new construction homes and hundreds of rentals with restrictions in our tenure.

Our team meets and exceeds all the requirements outlined in the City of Campbell's BMR RFP. These qualifications include:

- Extensive experience administering BMR housing programs: Decades of program administration for multiple California jurisdictions, with recent contracts including Menlo Park, Truckee, Morgan Hill, Los Altos, and El Dorado County. The Team formerly managed programs for the Cities of Gilroy, Sonoma, Santa Clara, and Burlingame.
- Successful partnerships with public and private agencies: Proven track record of collaboration with city governments, housing developers (both for-profit and nonprofit), legal counsel, and housing staff to successfully launch and operate compliant affordable housing programs.
- Exceptional affordable housing knowledge – practitioners and policy advocates: Our team has deep expertise in local, state, and federal housing regulations, including real estate and lending laws. We regularly interpret, implement, and enforce guidelines and agreements, and develop processes based on best practices to ensure effective program implementation.
- Monitoring and compliance: We have monitored thousands of homes and loans over the decades. We have ushered several owners from non-compliance to adherence with their agreements, before, during and after the foreclosure crisis of the 2010's. Our work has included managing issues like negotiating with banks after job losses, illnesses, divorces, and deaths, short-sales, foreclosures, financing, loan, and occupancy fraud, title mistakes, assessing and assigning excess sales and rent proceeds, and property maintenance emergencies.

Counseling participants through compliance requirements is like foreclosure intervention counseling. The program wants people to stay in their homes through education, support, and an intervention plan. The program does not want to displace residents. It all starts however, with the beginning for the BMR lifecycle – outreach and marketing, education, good lender requirements, solid underwriting, and post purchase education – all based on healthy legal documents and program guidelines.

Our team has been successful at identifying and managing compliance issues with our partners without stepping outside of our program budgets. We are experienced in working with legal teams, foreclosure companies, banks, and community resources to identify best case scenarios and compliance pathways for all parties.

- Outreach and education experts: We develop multilingual outreach materials, host public education meetings, and provide individualized support to applicants and homeowners. We believe that clear and consistent communication is key to successful, long-term program outcomes—for both the city and residents involved in transactions.

We have developed and executed Affirmative Marketing Plans required by federal and state funding sources that are designed to reach populations and groups least likely to learn about our housing opportunities. We have also monitored housing projects who are required to develop and execute Affirmative Marketing Plans on behalf of our municipal clients. HousingINC is mission-driven to reach vulnerable populations, and we teach other communities how to do it.

Our team has educated thousands of homebuyers, borrowers, tenants, and program partners – including realtor and lenders. We designed all the education materials for South County Housing and Neighborhood Housing Services Silicon Valley, as well as the staff and teams of other program administrators. We support HUD education classes and other housing education resource programs.



Program compliance starts with education. We educate our applicants and partners from their very first experience with BMR Programs about what is expected of them to participate – this way they can make an informed decision about complying in the future. We continue to educate and support our participants throughout their BMR journey.

- **Program management and customer service skills:** Our team focus is on customer service and responsiveness. We will develop workflows through our meeting schedules and through software to ensure timely, respectful communication with residents and City staff.
- **Assessment:** Upon contract execution, we will conduct a comprehensive program assessment, including a detailed review of existing processes, policies, and procedures, as well as an in-depth analysis of program documents, the loan portfolio, monitoring and compliance activities, and any other elements relevant to program administration. This assessment will guide the development of a clear and attainable workplan aligned with all tasks outlined in the RFP.
- **High-volume low-cost program administration:** Our team has extensive experience managing large volume affordable housing and loan portfolios with new and existing construction inventory. We can do it with teamwork and with participation from licensed professionals – realtors, loan officers, property managers, housing counselors, and housing advocates. Our team executes large scale plans (once closing 81 homes for first time homebuyers in a single day) with advance planning, training, regulatory compliance, talent coordination, and a **commitment to community development, public service, and financial responsibility.**
- **Wholistic affordable housing services:** The HousingINC team provides a wholistic approach to affordable housing services. Our team will facilitate millions of dollars in downpayment assistance loans this year, and are shepherding a first-time homebuyer project for farmworkers, the victims of a mass shooting, in Half Moon Bay. We are also leading efforts with Housing Trust Placer to provide the first of its kind new construction, affordable housing projects with their county. By this time next year, our team will be selling Branham Station, a first-time homeowner project in San Jose with Charities Housing and the Valley Transportation Agency and East Santa Clara Townhomes with Core Developers. Robyn is a real estate broker, loan officer/first mortgage loan originator, developer, and affordable housing specialist, allows HousingINC to access the insight required to serve and speak to ALL housing partners to put people in homes. Over the past twenty years, this experience has laid a strong foundation for the team to understand how all the affordable housing pieces—long-range planning, entitlements, buyer and tenant profiles, community and developer needs, building and planning processes, buyer education and creation, legal considerations, and housing—come together through the regulatory agreement to form a successful, long-term community-benefit program.
- **Technology:** HousingINC harnesses the power of accessible, secure technology to administer a variety of affordable housing programs for our clients. We either tap into our clients' existing technology resource platforms and structures – i.e. Laserfiche, Accela, Neighborly, Doorway, SpokeHS, or deploy our own. In all cases, our clients own and access their community's/applicants' data. We have yet to experience a data breach, and all our data and CRM experience is aligned with lender PII requirements. Our clients don't pay us to build proprietary software.

HousingINC's current clients include:

- City of Menlo Park - BMR and loan program administration
- Housing Trust Placer
- El Dorado Counties
- Town of Truckee
- Tahoe Regional Planning Agency
- San Mateo Housing – Consultant for Stone Pine Cove
- Burbank Housing Development Corp

We are a nimble company and able to provide services for customers, clients, and associates throughout California.

~ Continued Next Page ~



**HousingINC Client Matrix**

	City of Menlo Park	Town of Truckee	EI Dorado County	City of Seaside (ADU)	Housing Trust Placer	Burbank Housing	San Mateo County (Stone Pine Cove)	Charities Housing and CORE Developers	Good City Company
<b>Years of Service</b>	July 2023-Present	July 2022 - Present	April 2023-Present	March 2023-2024	2020-Present	2016-Present	2025-Present	2023-Ongoing	2024-Ongoing
<b>Partnering Public Agencies</b>					County of Placer	Cities of Santa Rosa, Windsor, Rohnert Park, County of Sonoma, Napa, Geyserville, Forestville	San Mateo Housing / Half Moon Bay	Santa Clara County (2 for sale affordable developments in the City of San Jose)	City of Los Altos
<b>Lending Services</b>	X	X	X	X	X	X	X	X	
<b>Escrow Services</b>	X	X	X	X	X	X	X	X	
<b>Real Estate Services</b>						X		X	
<b>File Underwriting Services (Lending, Sales, Rentals)</b>	X	X	X	X	X	X	X	X	X
<b>Annual Monitoring Services</b>	X	X	X	X	X	X			X
<b>Day-to-Day Program Administration – For-Sale</b>	X	X	X	X	X	X		X	
<b>Day-to-Day Program Administration – Rental</b>	X		X			X			X
<b>Program Development</b>	X	X	X	X	X	X			X
<b>Project Development Services</b>	X	X	X	X	X	X			
<b>Enforcement Support/Compliance</b>	X	X	X		X	X			

Attachment: HousingINC Proposal (Agreement with Housing Group LLC for BMR Administration)



## Project Manager and Key Staff

### HousingINC Executive Leadership

**Robyn van Ekelenburg** – Robyn has worked in new home development for twenty-five years, beginning her career in new home project finance and management and dedicating the last 16 years to affordable homeownership projects and programs. She partners with municipalities and developers across the state on project and program development, project feasibility, layered financing, risk analysis, and homebuyer education and home sales, with an emphasis on affordability and sustainability.

Robyn has administered tens of millions of dollars in funding for local, state, and federal housing programs on behalf of local governments and non-profit organizations. She has created a variety of programs to support the local workforce and lower-income first-time homebuyers. Robyn serves as an active board member on Housing Trust Placer, an organization dedicated to affordable housing throughout Placer County and its surrounding areas. Robyn was formerly the broker of South County Housing and Neighborhood Housing Services Silicon Valley (NHSSV), building and managing hundreds of BMR homes and loans.

Robyn is a real estate broker and mortgage loan originator, licensed by the California Department of Real Estate DRE #01336834 NMLS #334668. Robyn was licensed in 2002 as a salesperson and became a Real Estate Broker and licensed Mortgage Loan Originator in 2010.

**Teresa Martinez Gonzales** - Teresa began her career over 20 years ago as Local Director/Program Manager for One Economy Corporation where she worked to close the digital divide in public and affordable housing developments. Her efforts included building content and tools for [www.Beehive.org](http://www.Beehive.org) to share housing, education, job, and medical resources to low-income families in the Bay Area. During this time, she partnered with the City of San Francisco to bring “the Beehive” and broadband access to Bayview’s Alice Griffiths Apartments, the first low-income housing site in the nation to receive internet wireless and completed a four-year fellowship with the Zero Divide Foundation (formerly Community Technology Foundation of California) to bring digital literacy to low-income families.

In 2011, Teresa joined NHSSV as the BMR Program Manager and coordinated ownership and rental programs for the Cities of Burlingame, Los Altos, Morgan Hill, Los Gatos, and Santa Clara. When NHSSV closed their doors, Teresa assisted Cities to transition their BMR programs back to their Housing Departments or other third-party administrators. Beginning in 2017, Teresa began partnering with dozens of City and County Planning Departments to operationalize Model Water Efficient Landscape Ordinance (MWEL0) across the State, including in multi-family developments.

*It is important to note that during their tenure at Neighborhood Housing Services Silicon Valley (NHSSV)—under the leadership of President and CEO Matt Huerta—Robyn and Teresa, in collaboration led the NHSSV team, to successfully worked alongside Charities Housing to complete the sale of Maravilla in Campbell.*

### HousingINC Program Staff

#### **Robyn van Ekelenburg**, *Principal/Owner/Broker:*

- Role: Provides overall leadership and strategic direction for HousingINC, with a focus on oversight, compliance, gap financing models, developer engagement, and business & program development.
- Responsibilities: Oversees homeownership and lending operations, ensures alignment with contracts, engages with community and partners, and manages high-level project implementation.

#### **Teresa Martínez Gonzales** (*Project Manager*) *Principal/Owner:*

- Role: Leads partnership engagement and operational direction for HousingINC.
- Responsibilities: Oversees multi-family operations, develops workflows for clients, business development, ensure alignment with contracts and regulatory agreements, engages with community and partners, and manages high-level project implementation.

#### **Larry Ponciano**, *Director of IT Operations and Data Management*

- Role: Manages the technology infrastructure for HousingINC including website design, deployment and HousingINC’s CRM.
- Responsibilities: Provides technical and marketing/outreach support, manages data security, performs system maintenance, and ensures the integrity of user data.

#### **Violeta Perez**, *Affordable Housing Program Manager/Real Estate Agent/Bilingual:*

- Role: Supervises activities related to affordable homeownership programs.



- Responsibilities: Supports new and resale affordable homeownership sales, underwriting eligibility, lending programs and escrow management.
- Violeta is licensed by the Department of Real Estate and in good standing. She has been a licensed salesperson since 2007 and is bilingual in Spanish. DRE# 01837105

**Internal staff, Monitoring and Loan Servicing Assistant:**

- Role: Provides administrative support for all loan and monitoring compliance programs for HousingINC's contracts.
- Responsibilities: Assists with documentation, record-keeping, office support, loan servicing activities, and regulatory agreement monitoring oversight.

**Internal staff, Customer Service and Administrative Assistant:**

- Role: Provides administrative support to ensure the smooth functioning of HousingINC operations.
- Responsibilities: Manages scheduling, assists with documentation and record-keeping, coordinate communication between internal staff members and program participants, and supports office management tasks.

Reference List

1. Hillary Hobbs, Town of Truckee (Truckee Access Program), Assistant Town Manager
  - hhobbs@townoftruckee.gov
2. Tim Wong, City of Menlo Park (BMR Housing Program), Housing Manager
  - twong@menlopark.gov
3. Vera Gil, Good City Co (City of Los Altos BMR Program), Housing Specialist
  - vgil@goodcityco.com

**Conflict of Interest Statement**

HousingINC certifies that no financial, business, or personal relationships exist that would conflict with our duties under this contract. If such situations arise during the contract period, we will notify the City immediately and implement appropriate mitigation measures.

**Comments on Standard Contract**

We reviewed the City of Campbell's standard Consultant Services Agreement and do not request changes.



## Fee Schedule

HousingINC's fee schedule/cost proposal includes all costs, including travel, per diem, software, and out-of-pocket expenses.

1. **\$120,000** Annual retainer - activities described Task 1: General Program Administration + 3% annual cost of living increase (or CPI annual adjustment)
2. **3%** of sales price, or as determined by the City - new development transaction fee, paid by the developer or as determined by the developer agreement.
3. **3%** of the sale price, or as determined by the City – resale transaction fee, by the seller, or as determined by the resale agreement.
4. **TBD** – flat marketing fee for new rental projects (pending discussion with City of Campbell)
5. **Legal and Compliance** – HousingINC will facilitate all annual homeowner, developer/property manager, and tenant monitoring requirements on behalf of the City of Campbell.

Outside costs related to legal counsel and compliance issues shall be borne by the City and coordinated by HousingINC in partnership with the housing staff. We can discuss this framework – we're open to a dialogue, however, we have found our expertise benefits our partners in a way that isn't cause for additional increases in the administrator's retainer.



## **Robyn van Ekelenburg Resume**

### **Areas of Expertise**

- 25 years of project development experience
- Affordable Housing development for non-profit agencies, including self-help and traditional homeownership
- Manage and create guidelines for the successful implementation of down payment programs
- Preparing and executing government program and private sector real estate files and program compliance for audit
- Financial literacy education program development for buyer engagement and procurement

### **Current Board Affiliations**

Board member for Housing Trust Placer (2020-Current)

### **Professional Experience**

#### **HousingINC (Current)**

Clients include: City of Menlo Park, El Dorado and Placer County, City of Seaside, TRPA, Burbank Housing Development Corp, Santa Rosa and Cabrillo Economic Development Corporation,

- Procured \$10 million of gap financing for first time homebuyers
- Manage millions of dollars of local and State down payment assistance program funds
- Successfully closed two developments (82 units) for LMI first time homebuyers all leveraging silent down payment assistance programs and 10 resale homes leveraging reuse down payment assistance in the last 6 months.
- Manage homeownership program development and resale programs
- Homeownership workshops and education program development

#### **Broker of Record/Housing Program Supervisor/Consultant 2012-2015**

Neighborhood Housing Services Silicon Valley (NHSSV), Non-Profit 501C3, San Jose, CA

- Consulted on restricted first-time homebuyer new construction and resale housing projects and partnerships on behalf of 5 San Francisco Bay Area cities
- Managed the programmatic oversight and underwriting guidelines for municipal programs and subordinate & first mortgage loans
- Directed purchase and mortgage loan product marketing and program outreach efforts and mentored real estate and lending teams to cultivate buyers and meet performance objectives

#### **Homebuyer Program Manager/Broker 2007-2012**

South County Housing Corporation, Non-Profit 501C3, Gilroy, CA

- Managed staff of 6 to sell single family construction projects in Central California in San Benito, Santa Clara, Monterey and Santa Cruz Counties
- Managed \$12 mil portfolio of resale restricted owner-occupied homes on behalf of local city jurisdictions
- Secured and monitored funding for first time homebuyer subordinate financing from public and private sources to purchase the agency's developed properties in a down market

#### **Sales Director 2002-2007**

The Reiser Group, Inc., Alamo, CA and Signature Properties, Inc., Pleasanton, CA

Provided daily leadership to 10-20 sales consultants and held responsibility for selling over 200 homes in a down market. Strategized with advertising companies to meet builders' sales goals under or at budget. Specialized in high density urban projects in the Oakland and San Francisco markets, including managing market rate and below market rate housing programs.



## Teresa Martinez Gonzales Resume

**Education** - University of California, Berkeley – Bachelor of Arts, Anthropology

### Professional Experience

HousingINC, Granite Bay, CA: 2021 – Present

*Director* - Day-to-day affordable housing contract administration relationship management, client communication, operations, and contract deliverable activities

Robyn van Ekelenburg Consulting, Granite Bay, CA: 2018 – 2020 - Analyzed and reported on affordable housing project and program development strategy and data

ReScape California, San Francisco, CA: November 2017 – Present

*Relationships and Initiatives Director* - Identify and manage relationships and contracts with California municipalities to educate the workforce about and to operationalize stormwater and climate change regulations

Neighborhood Housing Services Silicon Valley, San Jose, CA: May 2011 - August 2015

*Affordable Housing Planning Manager* - Administered affordable home purchase programs for 5 Silicon Valley cities

One Economy Corporation, San Jose, CA: March 2004 - August 2007

*Local Director and AccessAll Program Manager* - Partnered with public agencies and non-profits to build online workforce development and small business support tools for California low-income communities; Recruited and managed corporate AT&T volunteers to put technology in Habitat for Humanity homes in California and Texas

### Community Experience & Professional Training

- Chicanx Latinx Alumni Association – UC Berkeley, Treasurer, Board Member: January 2018 – Present
- Member & participating alumnae, TRENZA and TRENZA Alumni, UC Berkeley: 1995 – Present

### Housing Conferences, Coalitions and Campaigns

- Member, Housing Advisory Committee, City of Gilroy: 2014 – 2015
- Contributed to updating the State of California’s Housing Element for the Cities of San Jose, Milpitas, Los Altos, Morgan Hill, Gilroy and Town of Los Gatos: 2014 & 2015
- Housing Impact Fee advocacy by Housing Trust Silicon Valley: 2014
- Neighborhood Development Training Conference (San Jose, CA): 2013 & 2014
- National Community Land Trust Conference (Cleveland, OH): April 2014
- Santa Clara County Affordable Housing Week by Housing Trust Silicon Valley: 2012 - 2014
- Community Leadership Institute (Kansas City, MO): November 2011
- NeighborWorks America Training Institute (Atlanta, GA): August 2011

### Studies & Reports

- Assisted in local data collection on “San Jose’s Digital Communities” for SRI’s comparative study to the Pew Research Center’s Internet and American Life’s on Home Broadband Adoption: 2006 - 2007

# Violeta Perez

408-483-0522

violeta@housinginc.org | www.linkedin.com/in/violeta-perez-2b658921

**Community Development Professional** with proven experience strengthening and growing affordable housing and non-profit programs; with more than two decades of progressive experience in community outreach, fundraising, and event planning. Can effectively collaborate and build alliances with various stakeholders and adversaries. Performs well in high-pressure, fast-paced environments. Well-rounded, bi-lingual (English/Spanish), multiculturally diverse with a strong ability to successfully communicate across various platforms. Extensive experience working with community organizations, local government as well as sales of market-rate and below market rate real estate, with a deep passion for affordable housing, racial equity and community building in all sectors.

## CORE COMPETENCIES (Si' Habla Espanol)

- **Community Engagement** – Able to successfully engage and adapt to changes with non-profit and ethnic organizations, government entities, developers and the public
- **Public Relations & Marketing** – Long history of developing and growing successful marketing campaigns with measurable results, from grassroots efforts to large county-wide programs
- **Program Management/Development** – Strategic, big-picture thinker focused on impactful goals
- **Communications** – Excellent writing/editing, dual language presentations, public speaking, and negotiation skills

## PROFESSIONAL EXPERIENCE

### Housing Group LLC (HousingINC)

Affordable Housing Program Manager

November 2023-Present

Provide technical assistance and customer service to El Dorado County regarding CDBG and HOME loan programs, including long-term deed monitoring support. Additionally, offer loan servicing support for the CDBG and HOME programs for the City of Menlo Park.

### Licensed Residential Real Estate Sales Agent

August 2007 - Present

Converted dozens of prospects to closed sales throughout the Bay Area. Deep rooted community engagement activities in neighborhoods to county wide programs. Consistently negotiate the best possible outcome for clients. Prepare contracts, disclosures, market analysis/valuations and other documents to protect clients' interest. Guide sellers through the process of preparing homes for sale: cost effective renovations/improvements, permit process, collaborating with contractors and architects, inspections and home design ideas. Advise first-time homebuyers of the search and buying process: timelines, educational programs, financing including available down payment assistance. Uniquely present features and benefits of properties. Design target focused marketing material. Daily seeking to stay informed of local market trends, best practices and changing real estate law. Provide close, professional client communication and regular follow-up to ensure a high level of service.

### Neighborhood Housing Services Silicon Valley

Affordable Housing Sales Manager

September 2012 – January 2016

Successfully managed five, vastly different, Bay Area (Santa Clara, Los Gatos, Los Altos, Burlingame, and Morgan Hill) inclusionary housing portfolios. Effectively collaborated with municipal housing department staff, developers/builders and sellers/buyers. Managed and executed sales and marketing efforts for complex government programs including but not limited to developing and executing community workshops to promote program guidelines, increasing program application by 70% and increasing Below Market Rate (BMR) sale transactions three years consecutively. Exclusive sales agent in complex transactions, involving various entities including new construction (representing both buyer and seller in approximately 140 transactions). Created successful campaigns to engage prospective and current inclusionary housing property owners. Monitored and improved program procedures to protect inclusionary housing assets. Collaborated with adversaries in the market-rate community to build awareness of the integrity and overall benefits of the BMR programs.

**Homeowner Rescue Alliance (HRA) – Communications Director** January 2008 – January 2009  
 Managed all government and media relations. Directed and executed all advertising and community outreach campaigns ensuring to reach all communities. Developed effective relationships with government officials, community and ethnic organizations. Planned and coordinated foreclosure prevention workshops with up to 500 homeowners in attendance. Supervised and trained intake counselors.

**Alliance Title Co. - Sales Representative** April 2001 – June 2007  
 Generated and managed relationships with over 60 accounts while always seeking new business. Increased sales production yearly to keep four offices busy and growing. Developed marketing material for countywide sales team. Identified system hurdles to speed up closings. Main point of contact for customer service issues. Dedicated to keeping clients satisfied with title and escrow services. Managed schedule and workload while in the field 70% of the time. Organized countywide marketing events. Provided on-the-job training to new sales employees.

**IBM - Public Relations Manager** September 2000 – March 2001  
 Managed community relations for Cottle Road campus. Wrote and edited new product press releases. Pitched news to technical media. Collaborated with engineers to develop new product launches. Developed and managed trade show calendar. Arranged media coverage for special events and achievements. Collaborated with corporate communications team to ensure racial equity across all platforms.

**Cunningham Communication - Public Relations Associate** September 1999 – August 2000  
 Pitched and scheduled press and analyst tours. Arranged and staffed press and analyst briefings. Managed proactive and reactive media relations for clients. Wrote and edited client collateral. Developed and directed speaker's bureau program. Designed new programs to strengthen clients' position in their marketplace.

**PRx, Inc – Valley Medical Center Community Liaison** October 1997 – September 1999  
 Developed and executed grassroots outreach programs for eight new Santa Clara Valley Health Centers, including working with minority leaders in the community. Collaborated with homeless shelters, schools, ethnic and non-profit organizations throughout Santa Clara County to identify their needs. Designed and developed multilingual marketing collateral including for print material and TV ads. Planned and coordinated special community events for more than three hundred people.

## EDUCATION

**San Jose State University**, BS in Public Relations and Minor in Spanish (1999)  
**California Department of Housing and Community Development**, CDBG Training (2014 & 2015)  
**California Department of Real Estate**, Licensed Salesperson #01837105 (2007 – Present)

## VOLUNTEER/AFFILIATIONS

- Santa Clara County Association of Realtors (SCCAOR), DEI Committee (2023 – Present)
- National Hispanic Organization of Real Estate Assoc. (NHORA), 2022 President
- La Raza Round Table, Member (2002 – Present)
- Adelante Dual Language Academy, PTA Board Member, School Site Council Member, Fundraising Event Chair (2016 – 2020)
- Lupus Foundation of N. Calif., Events Volunteer (2018 – Present)
- Sacred Heart Community Service, Board Member 2001 – 2005
- Mexican Heritage Corporation, Mariachi Festival Steering Committee (1998 – 2003)
- San Jose GI Forum, Board Member (1999 – 2001)
- Housing Authority of Santa Clara County, Family Self-Sufficiency Pilot Committee Member (1999-2000)
- City Team Ministries, Volunteer (2000 – 2001)

**STATE OF CALIFORNIA  
DEPARTMENT OF REAL ESTATE**

In reviewing a licensee's information, please be aware that license discipline information may have been removed from a licensee's record pursuant to Business & Professions Code Section 10083.2 (c). However, discipline information may be available from the California Department of Real Estate upon submittal of a request, or by calling the Department's public information line at 1-877-373-4542. The license information shown below represents public information. It will not reflect pending licensing changes which are being reviewed for subsequent updating. Although the business and mailing addresses of real estate licensees are included, this information is not intended for mass mailing purposes.

Some historical disciplinary action documents may not be in compliance with certain accessibility functions. For assistance with these documents, please contact the Department's Licensing Flag Section.

License information taken from records of the Department of Real Estate on 4/11/2025 1:06:55 PM

<b>License Type:</b>	BROKER
<b>Name:</b>	Van Ekelenburg, Robyn Janelle
<b>Mailing Address:</b>	9240 OAK LEAF WAY GRANITE BAY, CA 95746
<b>License ID:</b>	01336834
<b>Expiration Date:</b>	07/11/26
<b><u>License Status:</u></b>	LICENSED
<b><u>MLO License Endorsement:</u></b>	NMLS ID: 334668 (Click <a href="#">here</a> to check the status of the MLO License Endorsement )
<b><u>Salesperson License Issued:</u></b>	04/30/02
<b><u>Broker License Issued:</u></b>	07/12/10
<b>Former Name(s):</b>	NO FORMER NAMES
<b>Main Office:</b>	9240 OAK LEAF WAY GRANITE BAY, CA 95746
<b>DBA</b>	NO CURRENT DBAS
<b>Branches:</b>	NO CURRENT BRANCHES
<b>Affiliated Licensed Corporation(s):</b>	<a href="#">01154604</a> - Officer Expiration Date: 08/30/26 Burbank Housing Development Corporation
	<a href="#">01167019</a> - Officer Expiration Date: 11/17/26 Cabrillo Economic Development Corporation
	<a href="#">01197401</a> - Officer Expiration Date: 05/25/27 Burbank Housing Management Corporation
	<a href="#">01466671</a> - Officer Expiration Date: 12/08/24 Burbank Housing Property Corporation
	<a href="#">02247686</a> - Officer Expiration Date: 10/28/28 HousingINC

Attachment: HousingINC Proposal (Agreement with Housing Group LLC for BMR Administration)

[01212248](#) - Officer Expiration Date: 08/12/14  
South County Housing Corporation  
OFFICER LICENSE EXPIRED AS OF 08/13/14

[01324196](#) - Officer Expiration Date: 01/22/18  
Neighborhood Housing Services  
Silicon Valley  
OFFICER LICENSE EXPIRED AS OF 01/23/18

[01397778](#) - Officer Expiration Date: 04/02/16  
South County Property Management  
Corporation  
OFFICER LICENSE EXPIRED AS OF 04/03/16

**Comment:**

NO DISCIPLINARY ACTION

NO OTHER PUBLIC COMMENTS

>>>> Public information request complete <<<<

**CITY OF CAMPBELL**  
**CONSULTANT SERVICES AGREEMENT**

This Agreement is entered into at Campbell, California on the 1st day of July, 2025, by and between the **CITY OF CAMPBELL** (hereinafter referred to as "City") and Housing Group LLC (dba HousingINC) (hereinafter referred to as "Consultant").

WHEREAS, City desires to obtain consulting services for the purpose of to provide special services Below Market Rate housing program administration from persons specially trained, experienced and competent to perform the special services required for a cost not to exceed \$370,908; and

WHEREAS, Consultant represents that it has the expertise, means, and ability to perform said Below Market Rate housing program administration;

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

**1. DUTIES OF CONSULTANT**

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

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

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

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

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

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

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

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

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

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

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

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

## 2. DUTIES OF CITY

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

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

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

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

### 3. **COMPENSATION**

3.1 For the full performance of the services described herein by Consultant, City agrees to compensate Consultant for all services and direct costs associated with the performance of the project in an amount not to exceed \$370,908, as follows:

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

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

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

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

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

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

#### 4. SUBCONSULTANTS

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

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

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

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

## 5. OWNERSHIP OF DOCUMENTS AND MATERIALS

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

## 6. TERMINATION

6.1 Notwithstanding any other provision of this Agreement, City may terminate this Agreement at any time, with or without cause, in its sole discretion, by giving notice in writing to Consultant not less than 30 calendar days prior to an effective termination date. In the event of such termination, Consultant shall have the right and obligation to immediately assemble the work then in progress for the purpose of completing the work and turning over all materials and documents to City.

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

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

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

## 7. **AUDIT AND INSPECTION**

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

## 8. **EQUAL EMPLOYMENT OPPORTUNITY**

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

## 9. **INSURANCE AND INDEMNIFICATION**

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

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

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

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

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

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

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

**A. Types of Coverage**

The policies shall afford the following types of coverage:

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

**B. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

**C. Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

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

and its employees.

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

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

**D. Deductible and Self-Insured Retention**

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

**E. Other Insurance Provisions**

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

1. General Liability and Automobile Liability Coverage:

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

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

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

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

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

#### **F. Suspension or Cancellation**

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

#### **G. Subcontractors**

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

#### **H. Acceptability of Insurers**

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

California, unless otherwise approved by the City.

**I. Verification of Coverage**

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

**J. Special Risks/Circumstances**

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

**10. MISCELLANEOUS**

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

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

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

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

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

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

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

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

10.9 The initial contract term shall commence upon execution of the contract by the City and shall terminate no later than June 30, 2026, unless terminated sooner in accordance with the contract. The City of Campbell at its sole discretion may elect to extend the contract up to two (2) consecutive twelve-month periods by providing written notice to Consultant not less than thirty (30) days prior to expiration of the original or extended term.

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

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

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

Agreement. In the event either party is prevented or delayed in the performance of its respective obligation by reason of such Force Majeure, there may be an equitable adjustment of the schedule and Consultant compensation based on City's sole discretion.

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

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

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

10.16 The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

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

10.18 This Agreement may be executed in counterparts which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.

## 11. NOTICES

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

CITY:	City of Campbell Attention: City Manager 70 North First Street Campbell, CA 95008
CONSULTANT:	Housing Group LLC (dba HousingINC) Attention: Teresa Martinez Gonzales 9240 Oak Leaf Way Granite Bay, CA 95746

[SIGNATURES ON FOLLOWING PAGE]

Attachment: Proposed Agreement (Agreement with Housing Group LLC for BMR Administration)

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

**CONSULTANT**

**CITY OF CAMPBELL**

By \_\_\_\_\_  
Robyn Van Ekelenburg

By \_\_\_\_\_  
Brian Loventhal

Title Owner Principal, Housing Group LLC  
(dba HousingINC)

Title City Manager

By \_\_\_\_\_  
Teresa Martinez Gonzales

Title Owner Principal, Housing Group LLC (dba HousingINC)

Exhibit A - Scope of Services and Fees

Attachment: Proposed Agreement (Agreement with Housing Group LLC for BMR Administration)

## Exhibit A

### Scope of Services

#### BMR Administrator – Housing Group LLC (dba HousingINC)

The Scope of Work details the roles and responsibilities of the City and Consultant. The Schedule begins on July 1, 2025.

#### Task 1: General Program Administration

- a) Consultant will be the primary contact to the BMR Program and will handle all inquiries and correspondence from applicants, current BMR participants and property managers in buildings with units restricted under the BMR program.
- b) Consultant will advertise the BMR program, as needed, to solicit buyers and renters for available units and establish an eligibility list.
- c) Consultant will complete the initial set-up of the BMR program within 60 (sixty) calendar days from the contract kick-off meeting
- d) Consultant will develop and distribute information materials about the program to residents and property owners.
- e) Consultant will create and maintain a BMR program website presence that will link to the City's housing website.
- f) Consultant will schedule monthly meetings with City staff to report on Program administration activities.
- g) Consultant will partner with the City to revise or create legal templates for BMR Program documents including, but not limited to: the Developer Affordable Housing Agreement, Resale Restriction Agreement and Deed of Trust.

- h) Consultant will be responsible for working with developers with an Inclusionary Housing and/or Density Bonus obligation to prepare an Affordable Housing Agreement prior to the issuance of building permit.
- i) Consultant will develop and implement a community outreach plan to advise to BMR applicants, current BMR participants and Property Managers/Owners about services available. The plan should include a variety of outreach methods, such as:
  - i. Public meetings
  - ii. One-on-one meetings
  - iii. Educational materials
  - iv. Social media campaigns
- j) Consultant shall prepare updates to the BMR Owner/Application Participation Guide (to add a reference to the pricing procedures, repair requirements, and clarify recertification requirements) and BMR Rental Application/Participation Guide (to clarify the maximum number of occupants allowed in a studio unit, clarify recertification requirements, and include options for participants to exceed-income limits) for future consideration by the Council by December 31, 2025.
- k) Consultant will update BMR guidelines and program materials annually in conjunction with City staff to reflect the Consultant's administrative process for BMR Administration including, but not limited to: applications, program pamphlets, resale calculations, buyer selection process, sale and resale of units, refinancing requests, collection of City fees and other applicable fees, and default monitoring/resolution process.
- l) Consultant will maintain an updated database of all first-time homebuyers, Redevelopment Agency (RDA) and other housing loans and will work with the City to process all paperwork and legal recordings required when first-time homebuyer loans and/or RDA loans are paid off or refinanced (as needed basis).

#### Task 2: BMR Ownership Program

- a) Consultant will manage the entire sale process from advertising of available units to completing the closing on the BMR unit.
- b) Consultant will prepare and maintain the sales schedule for City approval.
- c) Consultant will ensure that each application is complete, verify eligibility, and confirm preference priorities.
- d) Consultant will enter applications into a lottery system, factoring in appropriate preference criteria.

- e) Consultant will be available to answer any questions regarding the BMR program and will help facilitate escrow closing, including the recordation of the resale restrictions, request for notice of default, subordination agreements, and any other applicable documents with the title company prior to close of escrow.
- f) Consultant will inspect prospective sales units, hold at least one open house for prospective buyers, assist buyers with locating a realtor, financing, coordinate appraisal, property and termite inspections, prepare disclosure statements, open and close escrows in accordance with accepted real estate practices, and coordinate close of escrow to meet program deadlines.
- g) Consultant must employ or subcontract with a licensed realtor to manage transactions for new unit sales or resales of existing units.
- h) Consultant will provide or coordinate Home Buyer education consistent with the U.S. Department of Housing and Urban Development (HUD) standards.
- i) Consultant will monitor units annually to confirm program compliance and investigate and manage potential defaults.
- j) Consultant will review and process requests for refinancing of BMR homes and junior loans in accordance with the BMR program guidelines.
- k) Consultant shall review and update the BMR Homeownership Program Guide on an annual basis.

### Task 3: BMR Rental Program

- a) Consultant will manage entire rental process including advertising of available units.
- b) Consultant will provide the property owner/manager of projects containing BMR units with the most current income and rent guidelines upon issuance by HCD and HUD each year.
- c) Consultant will monitor BMR unit rents annually to ensure compliance with the required affordable rent levels under the BMR program.
- d) Consultant will work with the property owner/manager on any compliance issues to bring the property into compliance.
- e) Consultant will verify the eligibility of prospective tenants, including income, household size and priority preferences.

- f) Consultant will enter rental applications into a lottery system, factoring in appropriate preference criteria.
- g) Consultant will manager the entire recertification process annually to ensure renters maintain BMR program eligibility.
- h) Consultant shall review and update the BMR Rental Program Guide on an annual basis.

Task 4: BMR Program Inventory and Recordkeeping

Consultant shall maintain the City's existing records, databases, and files through a file retention and management system for the program. The Consultant will update the City's records quarterly to ensure a coordinated seamless record-keeping process. Database access shall be provided to City staff involved in the BMR program administration. The database shall include the following at a minimum:

- a. For each BMR / RDA Development (new and existing):
  - i. A list of all BMR / RDA units in the development
  - ii. The date of the BMR / RDA developer agreement
  - iii. BMR / RDA units lost, including date, reason for loss, initial sales price, resale price, and actions taken
- b. For each owner unit (new and existing):
  - i. The address for each ownership unit
  - ii. The level of affordability (e.g., Very Low, Low, Moderate)
  - iii. The current owner of record
  - iv. The expiration date of the owner agreement
  - v. The last date of recertification
  - vi. The recertification status (updated annually)
  - vii. The original sales price
  - viii. The current resale restriction price
  - ix. Dates of owner turn-over, as applicable
- c. For each renter unit (new and existing):
  - i. The unit number for each rental unit
  - ii. The level of affordability (e.g., Very Low, Low, Moderate)
  - iii. The current tenant of record
  - iv. The last date of recertification
  - v. The recertification status (updated annually)

- d. For each affordable housing loan:
  - i. The type of loan (e.g., RDA, BEGIN, FTHB, etc.)
  - ii. The address associated with the loan
  - iii. The current owner of record (this should be the loan recipient)
  - iv. The amount, term, and due date of the loan
  - v. Dates of payoff and interest collected, as applicable
  - vi. Dates of refinance/subordination, as applicable
  - vii. Dates of write-off and amount, as applicable
- e. Other information as requested and mutually agreed to.

#### Task 5: Evaluation

- a) Collect data on the number of inquiries received, the nature of the inquiries, and the resolution. In addition, consultant will identify trends and suggest areas for process improvements if necessary.
- b) Consultant will provide quarterly reports to the City on the status of the BMR program administration, including but not limited to: BMR inquiries and resolution, BMR compliance status, and Existing Loan Administration.
- c) Review existing BMR Ownership and Rental Program Guides and develop recommendations for improving the guides drawing from experiences and based on best practices.
- d) Review existing documents, including Developer agreements and homebuyer documents and develop recommendations for improving the program documents drawing from experience and best practices.

**Fee Schedule**

**BMR Administrator – Housing Group LLC (dba HousingINC)**

The following schedule encompasses the annual fees and costs for the provided program per fiscal year.

<b>Description</b>	<b>Fee Cap / Max</b>	<b>Billed To</b>
2025 - 2026 <i>Program Administration</i>	\$120,000 / year	City
*2026 - 2027 <i>Program Administration</i>	*\$123,600 / year	City
*2027-2028 <i>Program Administration</i>	*127,308 / year	City
<b>Total Program Cost</b>	<b>*\$370,908.00</b>	

\*If extended to three years

Attachment: Proposed Agreement (Agreement with Housing Group LLC for BMR Administration)

**Fee Schedule 2026-2027**

<b><u>Description</u></b>	<b><u>Fee<sup>1</sup></u></b>	<b><u>Fee Cap / Max</u></b>	<b><u>Billed To</u></b>
<b>Program Administration</b>	\$120,000 / year (\$10,000/ month)		City
<b>Loan Processing Transaction Fee</b>	\$1,250.00 per transaction <sup>2</sup>	\$1,250.00 per transaction	Owner / Lender
<b>New BMR Sales Transaction Fee</b>	3% of Sales Price	Maximum \$18,000	Developer (per affordable housing agreement)
<b>BMR Resale (compliant) Transaction Fee</b>	3% of New Sales Price	Maximum \$36,000	Seller (per deed restriction)
<b>Acquisition (default) and BMR Resale / Rehab Transaction Fee</b>	3% of Resale Restriction Price plus 3% of New Sales Price	Maximum \$60,000	Seller (per deed restriction)

<sup>1</sup> Fees may be lower pursuant to the relevant executed Agreement (e.g., developer agreement, owner resale restriction agreement, promissory note, etc.)

<sup>2</sup> 25% of the \$1,250 loan processing fee (\$312.50) paid by the owner/lender will be transferred to the City for administration and internal processing of the subordination / payoff request.

**Fee Schedule 2026-2027**

<b><u>Description</u></b>	<b><u>Fee</u></b>	<b><u>Fee Cap / Max</u></b>	<b><u>Billed To</u></b>
<b>Program Administration</b>	\$123,600 / year (\$10,300/ month)		City
<b>Loan Processing Transaction Fee</b>	\$1,250.00 per transaction	\$1,250.00 per transaction	Owner / Lender
<b>New BMR Sales Transaction Fee</b>	3% of Sales Price	Maximum \$18,000	Developer (per affordable housing agreement)
<b>BMR Resale (compliant) Transaction Fee</b>	3% of New Sales Price	Maximum \$36,000	Seller (per deed restriction)
<b>Acquisition (default) and BMR Resale / Rehab Transaction Fee</b>	3% of Resale Restriction Price plus 3% of New Sales Price	Maximum \$60,000	Seller (per deed restriction)

**Fee Schedule 2027-2028**

**BMR Administrator – Housing Group LLC (dba HousingINC)**

<b><u>Description</u></b>	<b><u>Fee</u></b>	<b><u>Fee Cap / Max</u></b>	<b><u>Billed To</u></b>
<b>Program Administration</b>	\$127,308 / year (\$10,609/ month)		City
<b>Loan Processing Transaction Fee</b>	\$1,250.00 per transaction	\$1,250.00 per transaction	Owner / Lender
<b>New BMR Sales Transaction Fee</b>	3% of Sales Price	Maximum \$18,000	Developer (per affordable housing agreement)
<b>BMR Resale (compliant) Transaction Fee</b>	3% of New Sales Price	Maximum \$36,000	Seller (per deed restriction)
<b>Acquisition (default) and BMR Resale / Rehab Transaction Fee</b>	3% of Resale Restriction Price plus 3% of New Sales Price	Maximum \$60,000	Seller (per deed restriction)



*City  
Council  
Report*

**Item:** 8  
**Category:** NEW BUSINESS  
**Meeting Date:** June 17, 2025

**TITLE:** Approval of Side Letter Agreements & Amended Resolutions (Labor)  
(Resolutions/Roll Call Vote)

**RECOMMENDED ACTION**

Adoption of resolutions (1) approving Side Letter Agreements extending current Memoranda of Understanding with Campbell Municipal Employees Association (CMEA), Campbell Police Civilian Employee Association (CPCEA), and the Northern California Carpenters Regional Council, the Carpenters 46 Northern California Counties Conference Board and their Affiliated Local Unions (CARP); and, (2) amending resolutions with Classified Management, Unclassified Management and Confidential employee groups.

**BACKGROUND**

The City of Campbell ("City") City Council retains sole authority to enter into a Memorandum of Understanding ("MOU") with recognized collective bargaining units. MOU negotiations are also governed by the Meyer-Milias-Brown Act ("MMBA") found at Government Code Section 3500, *et. seq.* The MMBA requires local agencies to meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized collective bargaining units.

Currently, the City is operating pursuant to 3-year MOUs with the Campbell Municipal Employees Association ("CMEA"), Campbell Police Civilian Employee Association ("CPCEA"), and Northern California Carpenters Regional Council, Carpenters 46 Northern California Counties Conference Board and their Affiliated Local Unions ("CARP"), all dated August 16, 2022. These MOUs expire on June 30, 2025. The City's 3-year MOU with Campbell Peace Officers' Association ("CPOA") runs with the calendar year and does not expire until December 31, 2025. Accordingly, the MOU with CPOA will not be addressed in this report.

In 2024, the City forecasted a budget deficit of between \$1.9 and \$3.9 million for FY 2026 through FY 2031. In the fall of 2024, in anticipation of this budget deficit, the City included on the local ballot a general half-cent sales tax known as "Measure K." On November 5, 2024, Campbell voters passed Measure K by an overwhelming 72% of the vote.

In early 2025, the City's Labor Negotiations Team, Assistant City Manager Angelique Gaeta and Human Resources Manager Ada Chang ("City staff"), began preparing to enter into labor negotiations with CMEA, CPCEA, and CARP. However, on January 6, 2025, the Silicon Valley Taxpayers' Association and David H. Wolen (together, "SVTA") filed a lawsuit against the City challenging the validity of Measure K. As a result, the tax revenue scheduled to be collected beginning in April 2025 was required to be held in an interest-bearing escrow account pending the outcome of the lawsuit. The City would not be able to access the tax revenue unless and until said lawsuit was resolved in the City's favor through a final non-appealable court decision. At the time, the City was forecasted to face a budget deficit in FY 2026 of \$3.23 million absent Measure K.

In February 2025, City staff notified CMEA, CPCEA, and CARP about the Measure K lawsuit and shared with each group the impact of the lawsuit on the availability of Measure K funds as well as the forecasted budget deficit for FY 2026.

In March 2025, the City Council held its initial closed session to discuss authority for labor negotiations in light of the Measure K lawsuit and the forecasted budget deficit. At that time, the City Council directed staff to engage in negotiations with the labor groups and seek a 1-year extension of their respective MOUs. The goal was to work with the bargaining groups to ensure the City did not increase the budget deficit, remained fiscally responsible, and attempted to preserve permanent full-time positions. All parties have since worked towards accomplishing these goals and on June 3, 2025, reached tentative agreements.

As negotiations with the above labor groups neared tentative agreements, the City Manager also reviewed the existing resolutions with unrepresented employee groups to determine what, if any changes, would be appropriate. Those groups included: Classified Management employees, Unclassified Management employees, and Confidential employees. Following his review, the City Manager determined that it was appropriate to approach those employee groups in the same manner as City staff had approached CMEA, CPCEA, and CARP.

## **DISCUSSION**

Since March 2025, the City staff has met and conferred in good faith with representatives from CMEA, CPCEA, and CARP. Recently, City staff has reached a tentative agreement with each of these bargaining groups by way of a Side Letter Agreement. The Side Letter Agreement with each group includes language that provides the following:

- The term of each MOU would be extended from June 30, 2025 to June 30, 2026.
- Should the above-referenced lawsuit resolve in the City's favor during the term of the extension, resulting in the release of the escrow funds to the City, the parties would commence successor MOU negotiations in accordance with State law.

- Effective January 1, 2026, the monthly Cafeteria Plan Allowance would be set at the Kaiser Permanente Region 1 (Region 1) rates for 2026 with the City's payment of the 2026 Cafeteria Plan Allowance subject to an eight percent (8%) cap on any year-over-year increase to the Region 1 rates from plan year 2025. As such, for plan year 2026, the City's payment of the Cafeteria Plan Allowance would not increase by more than eight percent (8%) over the City's payment for plan year 2025. Employees who selected a plan with rates higher than the City's Cafeteria Plan Allowance would be required to make up the difference through salary redirection.
- Meet and confer discussions regarding increases to employee compensation during or following the extension of the respective MOUs may include a proposal that said increases would be retroactive to July 1, 2025.
- Should the above-referenced lawsuit not result in the release of the escrow funds during the term of the extension, the parties would meet to discuss the extension prior to its expiration.

While the Side Letter Agreements conform to the authority provided to the City staff, final approval lies with the City Council and requires City Council ratification of said agreements at a public meeting.

Accordingly, the attached resolutions provide for City Council approval of Side Letter Agreements with CMEA, CPCEA, and CARP.

With regard to exiting resolutions covering unrepresented Classified Management employees, Unclassified Management employees, and Confidential employees, City staff recommends the City Council adopt the attached resolutions approving revisions to the same and providing for a maximum increase of eight percent (8%) in the City's contribution towards health care premiums for plan year 2026.

## **FISCAL IMPACT**

The FY 2026 budget being proposed to the Council on June 17, 2025 is expected to cover the cost associated with the City covering the health premiums as spelled out in the attached Side Letter Agreements for CMEA, CPCEA, and CARP, as well as in revised resolutions for unrepresented Classified Management Employees, Unclassified Management Employees, and Confidential Employees.

## **ALTERNATIVES**

1. Do not approve one or all of the attached resolutions.
2. Provide other direction to staff.

Prepared by:



Angelique Gaeta, Assistant City Manager

Approved by:



Brian Loventhal, City Manager

**Attachment:**

- a. Draft Council Resolution Approving Side Letter Agreement with CMEA
- b. Side Letter Agreement - CMEA
- c. Draft Council Resolution Approving Side Letter Agreement with CPCEA
- d. Side Letter Agreement - CPCEA
- e. Draft Council Resolution Approving Side Letter Agreement with CARP
- f. Side Letter Agreement - CARP
- g. Draft Resolution - 2025 Classified MGMT
- h. Draft Resolution - 2025 Unclassified MGMT
- i. Draft Resolution - 2025 CONF

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF CAMPBELL CITY COUNCIL AMENDING  
COMPENSATION AND WORKING CONDITIONS FOR CLASSIFIED NON-  
MANAGEMENT EMPLOYEES REPRESENTED BY THE CAMPBELL MUNICIPAL  
EMPLOYEES ASSOCIATION (CMEA)**

**WHEREAS**, the Campbell Municipal Employees Association (CMEA) is a recognized employee organization representing employees; and

**WHEREAS**, the City of Campbell (City) City Council retains sole authority to enter into a Memorandum of Understanding (MOU) with recognized employee organizations representing employees; and

**WHEREAS**, the City is currently operating pursuant to a 3-year MOU with CMEA, dated August 16, 2022, that expires on June 30, 2025; and

**WHEREAS**, in the fall of 2024, in anticipation of a budget deficit for Fiscal Year 2025/2026, the City included on the local ballot a general half-cent sales tax known as "Measure K" which Campbell voters passed on November 5, 2024; and

**WHEREAS**, on January 6, 2025, before the City and CMEA could formally enter into negotiations regarding terms and conditions of employment, the Silicon Valley Taxpayers' Association and David H. Wolen (together, "SVTA") filed a lawsuit against the City challenging the validity of Measure K; and

**WHEREAS**, as a result of the lawsuit, the tax revenue scheduled to be collected beginning in April 2025 was required to be held in an escrow account pending the outcome of the lawsuit; and, the City is not able to access the tax revenue unless and until said lawsuit is resolved in the City's favor; and

**WHEREAS**, as of March 2025, the City was forecasted to face a budget deficit in Fiscal Year 2025/2026 of \$3.23 million; and

**WHEREAS**, the City and CMEA have since met and conferred in good faith and worked together to ensure the City does not increase its budget deficit, remains fiscally responsible, and attempted to preserve permanent full-time positions; and

**WHEREAS**, on June 3, 2025, the City and CMEA reached a tentative agreement by way of a Side Letter Agreement providing as follows:

- The term of the current MOU between the City and CMEA shall be extended from June 30, 2025 to June 30, 2026.
- Should the above-referenced lawsuit resolve in the City's favor during the term of the extension, resulting in the release of the escrow funds to the City, the parties would commence successor MOU negotiations in accordance with State law.
- Effective January 1, 2026, the monthly Cafeteria Plan Allowance will be set at the Kaiser Permanente Region 1 rates for 2026 at the employee's selected level of

coverage unless the 2026 rates are eight percent (8%) higher than the City's 2025 contribution. If the year-over-year rate increase exceeds 8% of the City's 2025 contribution, the City's Cafeteria Plan Allowance shall be eight percent (8%) higher than the 2025 contribution. Employees who select a plan with rates higher than the City's Allowance will be required to make up the difference through salary redirection.

- Meet and confer discussions regarding increases to employee compensation during or following the extension of the respective MOUs may include a proposal that said increases would be retroactive to July 1, 2025.
- Should the above-referenced lawsuit not result in the release of the escrow funds during the term of the extension, the parties would meet to discuss the extension prior to its expiration; and

**WHEREAS**, the City has satisfied its obligation under Government Code Section 3500, et. seq., and the City's Employer-Employee Relations resolution 10016 to meet and confer over the terms and conditions of employment contained in the recommended Side Letter Agreement with CMEA; and

**WHEREAS**, the Side Letter Agreement with CMEA has been approved and executed by the authorized representatives of CMEA and City Council representatives; and

**WHEREAS**, the City Council desires to ratify and adopt the provisions included in the Side Letter Agreement with CMEA.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Campbell City Council does hereby approve and ratify the Side Letter Agreement between the City and CMEA, attached hereto as **Attachment A**.

**BE IT FURTHER RESOLVED**, the City Manager and his delegates have the authority to take any necessary administrative actions to implement the provisions of this resolution.

**PASSED AND ADOPTED** this 17<sup>th</sup> 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

**Side Letter Agreement**  
**Between**  
**City of Campbell**  
**And**  
**Campbell Municipal Employees Association**

This Side Letter Agreement (Side Letter) between the City of Campbell (City) and the Campbell Municipal Employees Association (CMEA), collectively referred to as “Parties,” is hereby entered into with respect to the following:

WHEREAS, the August 16, 2022 “Memorandum of Understanding on Wages, Employee Benefits, Hours and Other Terms and Conditions of Employment” (MOU) between the Parties will expire on June 30, 2025; and

WHEREAS, a lawsuit has been filed against the City challenging the validity of the City's Measure K; and

WHEREAS, as a consequence of said lawsuit, the tax revenue being collected beginning April 2025 will be held in an escrow account pending the outcome of the lawsuit; and

WHEREAS, the City is not able to access the tax revenue until said lawsuit is resolved in the City's favor; and

WHEREAS, the City is forecasted to face a budget deficit in Fiscal Year 2025 / 2026;

NOW THEREFORE, the Parties have met and conferred in good faith and agree to the following:

1. The term of the MOU is extended from June 30, 2025 to June 30, 2026.
2. Should the above-referenced lawsuit resolve in the City’s favor during the term of the extension, resulting in the release of the escrow funds to the City, the Parties will commence successor MOU negotiations in accordance with State law. The Parties agree to meet to commence said successor negotiations within fourteen (14) calendar days of the escrow funds being released to the City.
3. Absent negotiated changes to the MOU pursuant to paragraph two above, the terms and conditions in the MOU will remain status quo for the duration of the extension, with the exception of those benefits provided for in Section III.B.2 of the MOU entitled “Cafeteria Plan Allowance.”

- 4. With regard to the benefits provided for in Section III.B.2 of the MOU, the Parties agree that effective January 1, 2026, the monthly Cafeteria Plan Allowance will be set at the Kaiser Permanente Region 1 rates for 2026 at the employee's selected level of coverage unless the 2026 rates are eight percent (8%) higher than the City's 2025 contribution. If the year-over-year rate increase exceeds 8% of the City's 2025 contribution, the City's Cafeteria Plan Allowance shall be eight percent (8%) higher than the 2025 contribution. Employees who select a plan with rates higher than the City's Allowance will be required to make up the difference through salary redirection.
- 5. The Parties understand that meet and confer discussions regarding increases to employee compensation during or following the extension of the MOU may include a proposal that said increases will be retroactive to July 1, 2025.
- 6. Should the above-referenced lawsuit not result in release of the escrow funds during the term of the extension, the Parties will meet to discuss the extension no later than May 11, 2026.
- 7. This Side Letter is subject to CMEA ratification and subsequent approval by the City Council.

FOR THE CITY OF CAMPBELL

\_\_\_\_\_  
Brian Loventhal, City Manager

\_\_\_\_\_  
Date

FOR Campbell Municipal Employees Association (CMEA)

\_\_\_\_\_  
President of CMEA

\_\_\_\_\_  
Date

Attachment: Side Letter Agreement - CMEA (Approval of Side Letter Agreements & Amended Resolutions (Labor))

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF CAMPBELL CITY COUNCIL AMENDING  
COMPENSATION AND WORKING CONDITIONS FOR CLASSIFIED NON-  
MANAGEMENT EMPLOYEES REPRESENTED BY  
THE CAMPBELL POLICE CIVILIAN EMPLOYEES ASSOCIATION (CPCEA)**

**WHEREAS**, the Campbell Police Civilian Employees Association (CPCEA) is a recognized employee organization representing employees; and

**WHEREAS**, the City of Campbell (City) City Council retains sole authority to enter into a Memorandum of Understanding (MOU) with recognized employee organizations representing employees; and

**WHEREAS**, the City is currently operating pursuant to a 3-year MOU with CPCEA, dated August 16, 2022, that expires on June 30, 2025; and

**WHEREAS**, in the fall of 2024, in anticipation of a budget deficit for Fiscal Year 2025/2026, the City included on the local ballot a general half-cent sales tax known as “Measure K” which Campbell voters passed on November 5, 2024; and

**WHEREAS**, on January 6, 2025, before the City and CPCEA could formally enter into negotiations regarding terms and conditions of employment, the Silicon Valley Taxpayers’ Association and David H. Wolen (together, “SVTA”) filed a lawsuit against the City challenging the validity of Measure K; and

**WHEREAS**, as a result of the lawsuit, the tax revenue scheduled to be collected beginning in April 2025 was required to be held in an escrow account pending the outcome of the lawsuit; and, the City is not able to access the tax revenue unless and until said lawsuit is resolved in the City's favor; and

**WHEREAS**, as of March 2025, the City was forecasted to face a budget deficit in Fiscal Year 2025/2026 of \$3.23 million; and

**WHEREAS**, the City and CPCEA have since met and conferred in good faith and worked together to ensure the City does not increase its budget deficit, remains fiscally responsible, and attempted to preserve permanent full-time positions; and

**WHEREAS**, on June 3, 2025, the City and CPCEA reached a tentative agreement by way of a Side Letter Agreement providing as follows:

- The term of the current MOU between the City and CPCEA shall be extended from June 30, 2025 to June 30, 2026.
- Should the above-referenced lawsuit resolve in the City’s favor during the term of the extension, resulting in the release of the escrow funds to the City, the parties would commence successor MOU negotiations in accordance with State law.
- Effective January 1, 2026, the monthly Cafeteria Plan Allowance will be set at the Kaiser Permanente Region 1 (Region 1) rates for 2026, at the employee's selected level of coverage. The Parties further agree that the City’s payment of

the 2026 Cafeteria Plan Allowance is subject to an eight percent (8%) cap on any year-over-year increase to the Region 1 rates. This means that for plan year 2026, the City’s payment of the Cafeteria Plan Allowance shall not increase by more than eight percent (8%) over the City’s payment for plan year 2025. Employees who select a plan with rates higher than the City's Cafeteria Plan Allowance will be required to make up the difference through salary redirection.

- Meet and confer discussions regarding increases to employee compensation during or following the extension of the MOU may include a proposal that said increases would be retroactive to July 1, 2025.
- Should the above-referenced lawsuit not result in the release of the escrow funds during the term of the extension, the Parties would meet to discuss the extension prior to its expiration; and

**WHEREAS**, the City has satisfied its obligation under Government Code Section 3500, et. seq., and the City’s Employer-Employee Relations resolution 10016 to meet and confer over the terms and conditions of employment contained in the recommended Side Letter Agreement with CPCEA; and

**WHEREAS**, the Side Letter Agreement with CPCEA has been approved and executed by the authorized representatives of CPCEA and City Council representatives; and

**WHEREAS**, the City Council desires to ratify and adopt the provisions included in the Side Letter Agreement with CPCEA.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Campbell City Council does hereby approve and ratify the Side Letter Agreement between the City and CPCEA, attached hereto as **Attachment A**.

**BE IT FURTHER RESOLVED**, the City Manager and his delegates have the authority to take any necessary administrative actions to implement the provisions of this resolution.

**PASSED AND ADOPTED** this 17<sup>th</sup> 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

Attachment: Draft Council Resolution Approving Side Letter Agreement with CPCEA (Approval of Side Letter Agreements & Amended

**Side Letter Agreement**  
**Between**  
**City of Campbell**  
**And**  
**Campbell Police Civilian Employees Association**

This Side Letter Agreement (Side Letter) between the City of Campbell (City) and the Campbell Police Civilian Employees Association (CPCEA), collectively referred to as “Parties,” is hereby entered into with respect to the following:

WHEREAS, the August 16, 2022 “Memorandum of Understanding on Wages, Employee Benefits, Hours and Other Terms and Conditions of Employment” (MOU) between the Parties will expire on June 30, 2025; and

WHEREAS, a lawsuit has been filed against the City challenging the validity of the City's Measure K; and

WHEREAS, as a consequence of said lawsuit, the tax revenue being collected beginning April 2025 will be held in an escrow account pending the outcome of the lawsuit; and

WHEREAS, the City is not able to access the tax revenue until said lawsuit is resolved in the City's favor; and

WHEREAS, the City is forecasted to face a budget deficit in Fiscal Year 2025 / 2026;

NOW THEREFORE, the Parties have met and conferred in good faith and agree to the following:

1. The term of the MOU is extended from June 30, 2025 to June 30, 2026.
2. Should the above-referenced lawsuit resolve in the City’s favor during the term of the extension, resulting in the release of the escrow funds to the City, the Parties will commence successor MOU negotiations in accordance with State law. The Parties agree to meet to commence said successor negotiations within fourteen (14) calendar days of the escrow funds being released to the City.
3. Absent negotiated changes to the MOU pursuant to paragraph two above, the terms and conditions in the MOU will remain status quo for the duration of the extension, with the exception of those benefits provided for in Section III.B.2 of the MOU entitled “Cafeteria Plan Allowance.”

4. With regard to the benefits provided for in Section III.B.2 of the MOU, the Parties agree that effective January 1, 2026, the monthly Cafeteria Plan Allowance will be set at the Kaiser Permanente Region 1 (Region 1) rates for 2026, at the employee's selected level of coverage. The Parties further agree that the City's payment of the 2026 Cafeteria Plan Allowance is subject to an eight percent (8%) cap on any year-over-year increase to the Region 1 rates. This means that for plan year 2026, the City's payment of the Cafeteria Plan Allowance shall not increase by more than eight percent (8%) over the City's payment for plan year 2025. Employees who select a plan with rates higher than the City's Cafeteria Plan Allowance will be required to make up the difference through salary redirection.
5. The Parties understand that meet and confer discussions regarding increases to employee compensation during or following the extension of the MOU may include a proposal that said increases will be retroactive to July 1, 2025.
6. Should the above-referenced lawsuit not result in release of the escrow funds during the term of the extension, the Parties will meet to discuss the extension no later than May 11, 2026.
7. This Side Letter is subject to CPCEA ratification and subsequent approval by the City Council.

FOR THE CITY OF CAMPBELL

\_\_\_\_\_  
Brian Loventhal, City Manager

\_\_\_\_\_  
Date

FOR CAMPBELL POLICE CIVILIAN EMPLOYEES ASSOCIATION (CPCEA)

\_\_\_\_\_  
President of CPCEA

\_\_\_\_\_  
Date

Attachment: Side Letter Agreement - CPCEA (Approval of Side Letter Agreements & Amended Resolutions (Labor))

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF CAMPBELL CITY COUNCIL AMENDING  
COMPENSATION AND WORKING CONDITIONS FOR CLASSIFIED NON-  
MANAGEMENT EMPLOYEES REPRESENTED BY  
THE NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL,  
THE CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE  
BOARD AND THEIR AFFILIATED LOCAL UNIONS (CARP)**

**WHEREAS**, the Northern California Carpenters Regional Council, the Carpenters 46 Northern California Counties Conference Board and their Affiliated Local Unions (CARP) is a recognized employee organization representing employees; and

**WHEREAS**, the City of Campbell (City) City Council retains sole authority to enter into a Memorandum of Understanding (MOU) with recognized employee organizations representing employees; and

**WHEREAS**, the City is currently operating pursuant to a 3-year MOU with CARP, dated August 16, 2022, that expires on June 30, 2025; and

**WHEREAS**, in the fall of 2024, in anticipation of a budget deficit for Fiscal Year 2025/2026, the City included on the local ballot a general half-cent sales tax known as "Measure K" which Campbell voters passed on November 5, 2024; and

**WHEREAS**, on January 6, 2025, before the City and CARP could formally enter into negotiations regarding terms and conditions of employment, the Silicon Valley Taxpayers' Association and David H. Wolen (together, "SVTA") filed a lawsuit against the City challenging the validity of Measure K; and

**WHEREAS**, as a result of the lawsuit, the tax revenue scheduled to be collected beginning in April 2025 was required to be held in an escrow account pending the outcome of the lawsuit; and, the City is not able to access the tax revenue unless and until said lawsuit is resolved in the City's favor; and

**WHEREAS**, as of March 2025, the City was forecasted to face a budget deficit in Fiscal Year 2025/2026 of \$3.23 million; and

**WHEREAS**, the City and CARP have since met and conferred in good faith and worked together to ensure the City does not increase its budget deficit, remains fiscally responsible, and attempted to preserve permanent full-time positions; and

**WHEREAS**, on June 3, 2025, the City and CARP reached a tentative agreement by way of a Side Letter Agreement providing as follows:

- The term of the current MOU between the City and CARP shall be extended from June 30, 2025 to June 30, 2026.
- Should the above-referenced lawsuit resolve in the City's favor during the term of the extension, resulting in the release of the escrow funds to the City, the parties would commence successor MOU negotiations in accordance with State law.
- Effective January 1, 2026, the monthly Cafeteria Plan Allowance will be set at the Kaiser Permanente Region 1 (Region 1) rates for 2026, at the employee's

selected level of coverage. The Parties further agree that the City’s payment of the 2026 Cafeteria Plan Allowance is subject to an eight percent (8%) cap on any year-over-year increase to the Region 1 rates. This means that for plan year 2026, the City’s payment of the Cafeteria Plan Allowance shall not increase by more than eight percent (8%) over the City’s payment for plan year 2025.

Employees who select a plan with rates higher than the City's Cafeteria Plan Allowance will be required to make up the difference through salary redirection.

- Meet and confer discussions regarding increases to employee compensation during or following the extension of the MOU may include a proposal that said increases would be retroactive to July 1, 2025.
- Should the above-referenced lawsuit not result in the release of the escrow funds during the term of the extension, the parties would meet to discuss the extension prior to its expiration; and

**WHEREAS**, the City has satisfied its obligation under Government Code Section 3500, et. seq., and the City’s Employer-Employee Relations resolution 10016 to meet and confer over the terms and conditions of employment contained in the recommended Side Letter Agreement with CARP; and

**WHEREAS**, the Side Letter Agreement with CARP has been approved and executed by the authorized representatives of CARP and City Council representatives; and

**WHEREAS**, the City Council desires to ratify and adopt the provisions included in the Side Letter Agreement with CARP.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Campbell City Council does hereby approve and ratify the Side Letter Agreement between the City and CARP, attached hereto as **Attachment A**.

**BE IT FURTHER RESOLVED**, the City Manager and his delegates have the authority to take any necessary administrative actions to implement the provisions of this resolution.

**PASSED AND ADOPTED** this 17<sup>th</sup> 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

**Side Letter Agreement**

**Between**

**City of Campbell**

**And**

**Northern California Carpenters Regional Council, the Carpenters 46 Northern California Counties Conference Board and their Affiliated Local Unions**

This Side Letter Agreement (Side Letter) between the City of Campbell (City) and the Northern California Carpenters Regional Council, the Carpenters 46 Northern California Counties Conference Board and their Affiliated Local Unions (CARP), collectively referred to as “Parties,” is hereby entered into with respect to the following:

WHEREAS, the August 16, 2022 “Memorandum of Understanding on Wages, Employee Benefits, Hours and Other Terms and Conditions of Employment” (MOU) between the Parties will expire on June 30, 2025; and

WHEREAS, a lawsuit has been filed against the City challenging the validity of the City's Measure K; and

WHEREAS, as a consequence of said lawsuit, the tax revenue being collected beginning April 2025 will be held in an escrow account pending the outcome of the lawsuit; and

WHEREAS, the City is not able to access the tax revenue until said lawsuit is resolved in the City's favor; and

WHEREAS, the City is forecasted to face a budget deficit in Fiscal Year 2025 / 2026; and

WHEREAS, CARP remains committed to maintaining a constructive labor-management relationship and has worked collaboratively with the City to address fiscal uncertainties in a manner that supports both employees and the public interest;

NOW THEREFORE, the Parties have met and conferred in good faith and agree to the following:

1. The term of the MOU is extended from June 30, 2025 to June 30, 2026.
2. Should the above-referenced lawsuit resolve in the City’s favor during the term of the extension, resulting in the release of the escrow funds to the City, the Parties will commence successor MOU negotiations in accordance with State law. The

Parties agree to meet to commence said successor negotiations within fourteen (14) calendar days of the escrow funds being released to the City.

3. Absent negotiated changes to the MOU pursuant to paragraph two above, the terms and conditions in the MOU will remain status quo for the duration of the extension, with the exception of those benefits provided for in Section IV.D.2 of the MOU entitled "Cafeteria Plan Allowance."
4. With regard to the benefits provided for in Section IV.D.2 of the MOU, the Parties agree that effective January 1, 2026, the monthly Cafeteria Plan Allowance will be set at the Kaiser Permanente Region 1 (Region 1) rates for 2026, at the employee's selected level of coverage. The Parties further agree that the City's payment of the 2026 Cafeteria Plan Allowance is subject to an eight percent (8%) cap on any year-over-year increase to the Region 1 rates. This means that for plan year 2026, the City's payment of the Cafeteria Plan Allowance shall not increase by more than eight percent (8%) over the City's payment for plan year 2025. Employees who select a plan with rates higher than the City's Cafeteria Plan Allowance will be required to make up the difference through salary redirection.
5. The Parties understand that meet and confer discussions regarding increases to employee compensation during or following the extension of the MOU may include a proposal that said increases will be retroactive to July 1, 2025.
6. Should the above-referenced lawsuit not result in release of the escrow funds during the term of the extension, the Parties will meet to discuss the extension no later than June 15, 2026.
7. This Side Letter is subject to CARP ratification and subsequent approval by the City Council.

FOR THE CITY OF CAMPBELL

\_\_\_\_\_  
Brian Loventhal, City Manager

\_\_\_\_\_  
Date

FOR Northern California Carpenters Regional Council, the Carpenters 46 Northern California Counties Conference Board and their Affiliated Local Unions (CARP)

\_\_\_\_\_  
CARP Representative

\_\_\_\_\_  
Date

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF CAMPBELL CITY COUNCIL  
AMENDING RESOLUTION NO. 12881  
REGARDING COMPENSATION AND WORKING CONDITIONS  
FOR UNREPRESENTED CLASSIFIED MANAGEMENT EMPLOYEES,  
AS DEFINED IN RESOLUTION 10016 AND AS DESIGNATED IN RESOLUTION 8553**

**WHEREAS**, the provisions of Title 4, Section 36506 of the Government Code of the State of California provides that compensation of employees of General Law cities may be fixed or increased by resolution; and

**WHEREAS**, Title 2, Section 2.16.020 of the City of Campbell Municipal Code provides that the City Council may, from time to time, by resolution, change the compensation of employees of said City, and may, by resolution, adopt salary and wage scales; and

**WHEREAS**, the City Council desires to establish certain salaries and benefits for unrepresented Classified Management personnel not covered by a Memorandum of Understanding (MOU), consistent with Resolution No. 8553; and

**WHEREAS**, the City of Campbell (City) and the unrepresented Classified Management employee group are currently subject to the provisions of **Resolution No. 12881** dated August 16, 2022; and

**WHEREAS**, in the fall of 2024, in anticipation of a budget deficit for Fiscal Year 2025/2026, the City included on the local ballot a general half-cent sales tax known as "Measure K" which Campbell voters passed on November 5, 2024; and

**WHEREAS**, on January 6, 2025, the Silicon Valley Taxpayers' Association and David H. Wolen (together, "SVTA") filed a lawsuit against the City challenging the validity of Measure K; and

**WHEREAS**, as a result of the lawsuit, the tax revenue scheduled to be collected beginning in April 2025 was required to be held in an escrow account pending the outcome of the lawsuit; and, the City is not able to access the tax revenue unless and until said lawsuit is resolved in the City's favor; and

**WHEREAS**, in March 2025, the City was forecasted to face a budget deficit in Fiscal Year 2025/2026 of \$3.23 million; and

**WHEREAS**, the City desires to cover a portion of its employees' health insurance premiums for Health Plan Year 2026, which runs from January 1, 2026 through December 31, 2026;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Campbell does hereby amend **Resolution No. 12881** to add to subparagraph A.2. of SECTION 3. entitled, "HEALTH & WELFARE BENEFIT PROGRAMS," the following language:

“Effective January 1, 2026, the monthly Cafeteria Plan Allowance will be set at the Kaiser Permanente Region 1 rates for 2026 at the employee’s selected level of coverage unless the rate increase from plan year 2025 exceeds eight percent (8%). If the year-over-year rate increase exceeds 8%, the City’s Cafeteria Plan Allowance shall be eight percent (8%) higher than the 2025 rates. Employees who select a plan with rates higher than the City’s Allowance will be required to make up the difference through salary redirection.”

**BE IT FURTHER RESOLVED** that all other provisions set forth in **Resolution No. 12881** shall remain the same.

**BE IT FURTHER RESOLVED** that the City Manager and his delegates have the authority to take any necessary administrative actions to implement the provisions of this resolution.

**PASSED AND ADOPTED** this 17<sup>th</sup> 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

Attachment: Draft Resolution - 2025 Classified MGMT (Approval of Side Letter Agreements & Amended Resolutions (Labor))

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF CAMPBELL CITY COUNCIL  
AMENDING RESOLUTION NO. 12882  
REGARDING COMPENSATION AND WORKING CONDITIONS  
FOR UNREPRESENTED UNCLASSIFIED MANAGEMENT EMPLOYEES,  
AS DEFINED IN RESOLUTION 10016 AND AS DESIGNATED IN RESOLUTION 8553**

**WHEREAS**, the provisions of Title 4, Section 36506 of the Government Code of the State of California provide that compensation of employees of General Law cities may be fixed or increased by resolution; and

**WHEREAS**, Title 2, Section 2.16.020 of the Campbell Municipal Code provides that the City Council may, from time to time, by resolution, change the compensation of employees of said City, and may, by resolution, adopt salary and wage scales; and

**WHEREAS**, the City Council of the City of Campbell desires to establish certain salaries and benefits for unrepresented Unclassified Management personnel not covered by a Memorandum of Understanding (MOU), consistent with Resolution No. 8553; and

**WHEREAS**, the City of Campbell (City) and the unrepresented Unclassified Management employee group are currently subject to the provisions of **Resolution No. 12882** dated August 16, 2022; and

**WHEREAS**, in the fall of 2024, in anticipation of a budget deficit for Fiscal Year 2025/2026, the City included on the local ballot a general half-cent sales tax known as "Measure K" which Campbell voters passed on November 5, 2024; and

**WHEREAS**, on January 6, 2025, the Silicon Valley Taxpayers' Association and David H. Wolen (together, "SVTA") filed a lawsuit against the City challenging the validity of Measure K; and

**WHEREAS**, as a result of the lawsuit, the tax revenue scheduled to be collected beginning in April 2025 was required to be held in an escrow account pending the outcome of the lawsuit; and, the City is not able to access the tax revenue unless and until said lawsuit is resolved in the City's favor; and

**WHEREAS**, in March 2025, the City was forecasted to face a budget deficit in Fiscal Year 2025/2026 of \$3.23 million; and

**WHEREAS**, the City desires to cover a portion of its employees' health insurance premiums for Health Plan Year 2026, which runs from January 1, 2026 through December 31, 2026;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Campbell hereby amends **Resolution No. 12882** to add to subparagraph A.2. of SECTION 3. Entitled, "HEALTH & WELFARE BENEFIT PROGRAMS," the following language:

“Effective January 1, 2026, the monthly Cafeteria Plan Allowance will be set at the Kaiser Permanente Region 1 rates for 2026 at the employee’s selected level of coverage unless the rate increase from plan year 2025 exceeds eight percent (8%). If the year-over-year rate increase exceeds 8%, the City’s Cafeteria Plan Allowance shall be eight percent (8%) higher than the 2025 rates. Employees who select a plan with rates higher than the City’s Allowance will be required to make up the difference through salary redirection.”

**BE IT FURTHER RESOLVED** that all other provisions set forth in **Resolution No. 12882** shall remain the same.

**BE IT FURTHER RESOLVED** that the City Manager and his delegates have the authority to take any necessary administrative actions to implement the provisions of this resolution.

**PASSED AND ADOPTED** this 17<sup>th</sup> 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

Attachment: Draft Resolution - 2025 Unclassified MGMT (Approval of Side Letter Agreements & Amended Resolutions (Labor))

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF CAMPBELL CITY COUNCIL  
AMENDING RESOLUTION NO. 12880  
REGARDING COMPENSATION AND WORKING CONDITIONS  
FOR UNREPRESENTED CONFIDENTIAL EMPLOYEES,  
AS DEFINED IN RESOLUTION 10016 AND AS DESIGNATED IN RESOLUTION 8553**

**WHEREAS**, the provisions of Title 4, Section 36506 of the Government Code of the State of California provide that compensation of employees of General Law cities may be fixed or increased by resolution; and

**WHEREAS**, Title 2, Section 2.16.020 of the Campbell Municipal Code provides that the City Council may, from time to time, by resolution, change the compensation of employees of said City, and may, by resolution, adopt salary and wage scales; and

**WHEREAS**, the City Council of the City of Campbell desires to establish certain salaries and benefits for unrepresented Confidential personnel not covered by a Memorandum of Understanding (MOU), consistent with Resolution No. 8553; and

**WHEREAS**, the City of Campbell (City) and the unrepresented Confidential employee group are currently subject to the provisions of **Resolution No. 12880** dated August 16, 2022; and

**WHEREAS**, in the fall of 2024, in anticipation of a budget deficit for Fiscal Year 2025/2026, the City included on the local ballot a general half-cent sales tax known as "Measure K" which Campbell voters passed on November 5, 2024; and

**WHEREAS**, on January 6, 2025, the Silicon Valley Taxpayers' Association and David H. Wolen (together, "SVTA") filed a lawsuit against the City challenging the validity of Measure K; and

**WHEREAS**, as a result of the lawsuit, the tax revenue scheduled to be collected beginning in April 2025 was required to be held in an escrow account pending the outcome of the lawsuit; and, the City is not able to access the tax revenue unless and until said lawsuit is resolved in the City's favor; and

**WHEREAS**, in March 2025, the City was forecasted to face a budget deficit in Fiscal Year 2025/2026 of \$3.23 million; and

**WHEREAS**, the City desires to cover a portion of its employees' health insurance premiums for Health Plan Year 2026, which runs from January 1, 2026 through December 31, 2026;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Campbell does hereby amend **Resolution No. 12880** to add to paragraph A.2. of SECTION 3. entitled, "HEALTH & WELFARE BENEFIT PROGRAMS," the following language:

“Effective January 1, 2026, the monthly Cafeteria Plan Allowance will be set at the Kaiser Permanente Region 1 rates for 2026 at the employee’s selected level of coverage unless the rate increase from plan year 2025 exceeds eight percent (8%). If the year-over-year rate increase exceeds 8%, the City’s Cafeteria Plan Allowance shall be eight percent (8%) higher than the 2025 rates. Employees who select a plan with rates higher than the City’s Allowance will be required to make up the difference through salary redirection.”

**BE IT FURTHER RESOLVED** that all other provisions set forth in **Resolution No. 12880** shall remain the same.

**BE IT FURTHER RESOLVED** that the City Manager and his delegates have the authority to take any necessary administrative actions to implement the provisions of this resolution.

**PASSED AND ADOPTED** this 17<sup>th</sup> 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: 9  
Category: NEW BUSINESS  
Meeting Date: June 17, 2025

**TITLE: Review of Revised Mission Statement**

## **RECOMMENDED ACTION**

That the City Council review, provide feedback, and consider approval of the draft revised City of Campbell Mission Statement.

## **BACKGROUND**

The City of Campbell ("City")'s Mission Statement was adopted in November 1983. Since its adoption, the Mission Statement has remained unchanged, serving as a guiding principle for City operations and community engagement. However, over the past decades, Campbell has evolved in both its population and character. This has prompted a need for the re-evaluation of the existing Mission Statement to determine whether it accurately reflects the City's current values, vision, and direction.

The City's current Mission Statement is shown below:

*The City of Campbell's mission is to maintain a safe and pleasant environment by providing effective governance and the efficient delivery of public services.*

*In the process of providing representative local government, the City identifies and anticipates concerns, problems and opportunities, and takes actions to address them.*

*The City government also provides a catalyst for the involvement of residents, businesses and organizations in the development and maintenance of the community.*

*The City's role is to deliver critical public services in an efficient, professional and timely manner.*

*The City is responsible for the preservation of the community's physical and aesthetic assets, and for the efficient management and equitable allocation of community fiscal resources.*

*Essential to accomplishing the objectives outlined above is the active involvement of citizens serving as elected Councilmembers, advisory commissioners, and on citizen committees and task forces. In addition, the selection, training, motivation and retention of highly qualified employees is critical to the City's success.*

In 2024, as directed by the City Council, staff began to evaluate the Mission Statement to ensure that it reflected the values of the Campbell community and the direction of the City. This process was grounded in collaboration and engagement, involving outreach to community stakeholders, internal staff, and the executive leadership team. Through a combination of survey data on value assessments and guided discussions, it became evident that while the foundational principles of the City remained intact, a refinement of the existing Mission Statement would be necessary to better align with the City's direction and identity.

## DISCUSSION

The outcome of this collaborative process led to the recommendation of a revised Mission Statement:

***“To work together with our community to foster a safe, vibrant, small-town feel where innovation and people thrive.”***

Key values such as collaboration, innovation, and community emerged as central pillars—highlighting how these elements are instrumental in shaping a vibrant and resilient city. Words such as “small-town feel” and “thrive” were used to better capture the character and trajectory of the City.

To help articulate the Mission Statement more concisely and clearly, the management team held a brainstorming session focused on developing concise and relatable taglines. This resulted in powerful messages such as:

- Empowering community voices, honoring our roots, and growing together.
- Rooted in service, committed to progress, and united in purpose.
- Serving with integrity, preserving our small-town feel, and fostering growth together.

These taglines, along with our core values and guiding principles derived from community and staff input, can serve as accessible tools to share to our community that embody the City's Mission Statement.

This is the first time the draft mission statement has been shared with the Council. Staff is seeking feedback on the draft. Once the City Council is satisfied with the draft, it would be appropriate to adopt the statement by motion of the Council.

## FISCAL IMPACT

There is no fiscal impact associated with this action.

**ALTERNATIVES**

1. Provide staff with other direction.

**Jose Zetino**

Prepared by:

\_\_\_\_\_  
Jose Zetino, Administrative Analyst

Approved by:

  
\_\_\_\_\_  
Brian Loventhal, City Manager

**Attachment:**

- a. Current Mission Statement\_Community Vision\_Community Goals
- b. Recommended Mission Statement (Clean)

## **Community Vision**

*Campbell will remain a friendly community and develop a stronger sense of identity, characterized by the active involvement of its citizens and businesses in all aspects of community life.*

*It will be a safer, more well-balanced small town with connected neighborhoods set in an attractive and comfortable environment.*

*Campbell City government will be increasingly fiscally self-reliant, provide more effective basic municipal services and foster regional cooperation and local partnerships.*

## **Community Goals**

*To have a safe, clean, comfortable and healthy environment.*

*To be a physically connected and involved community with a strong sense of identity.*

*To have attractive residential neighborhoods and business districts.*

*To retain a friendly, small-town atmosphere.*

*To maintain a fiscally self-reliant City government with effective basic municipal services.*

## **Mission Statement**

The City of Campbell's mission is to maintain a safe and pleasant environment by providing effective governance and the efficient delivery of public services.

In the process of providing representative local government, the City identifies and anticipates concerns, problems and opportunities, and takes actions to address them. The City government also provides a catalyst for the involvement of residents, businesses and organizations in the development and maintenance of the community.

The City's role is to delivery critical public services in an efficient, professional and timely manner.

The City is responsible for the preservation of the community's physical and aesthetic assets, and for the efficient management and equitable allocation of community fiscal resources.

Essential to accomplishing the objectives outlines above is the active involvement of citizens serving as elected Councilmembers, advisory commissioners, and on citizen committees and task forces. In addition, the selection, training, motivation and retention of highly qualified employees is critical to the City's success.

## **Recommended Mission Statement**

To work together with our community to foster a safe, vibrant, small-town feel where innovation and people thrive.



*City  
Council  
Report*

**Item:** 10  
**Category:** COUNCIL COMMITTEE REPORTS  
**Meeting Date:** June 17, 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:



Kristen Epolite, Deputy City Clerk