



City of Sunnyvale

Notice and Agenda City Council

Tuesday, April 9, 2024

5:00 PM

Online and Council Chambers, City Hall,
456 W. Olive Ave., Sunnyvale, CA 94086

**Special Meeting: Closed Session - 5 PM | Special Meeting: Study Session - 6 PM |
Regular Meeting - 7 PM**

Meeting online link: <https://sunnyvale-ca-gov.zoom.us/j/96111580540>

Public Participation

- *In-person participation: You may provide public comment by filling out a speaker card (optional) and giving it to the City Clerk.*

As a courtesy, and technology permitting, members of the public may also attend online. However, the City cannot guarantee that the public's access to online technology will be uninterrupted, and technical difficulties may occur from time to time. Unless required by the Ralph M. Brown Act, the meeting will continue despite technical difficulties for participants using the online option.

The Mayor may determine it would be impractical to include remote public comment during Oral Communications.

- *Online participation: You may provide audio public comment by connecting to the meeting online or by telephone. Use the Raise Hand feature to request to speak (*9 on a telephone):*

Meeting online link: <https://sunnyvale-ca-gov.zoom.us/j/96111580540>

*Meeting call-in telephone number: 833-548-0276 | Meeting ID: 961 1158 0540
(*9 to request to speak | *6 to unmute/mute)*

- *Watch the City Council meeting at <http://youtube.com/SunnyvaleMeetings> or on television over Comcast Channel 15, AT&T Channel 99*

- *Submit written comments to the City Council no later than 4 hours prior to the meeting start to council@sunnyvale.ca.gov or by mail to:
City Clerk, 456 W. Olive Ave., Sunnyvale, CA 94086*

- Review recordings of this meeting and past meetings at <https://sunnyvaleca.legistar.com/calendar.aspx> or <http://youtube.com/SunnyvaleMeetings>

Accessibility/Americans with Disabilities Act (ADA) Notice

Pursuant to the Americans with Disabilities Act (ADA), if you need special assistance to provide public comment, or for other special assistance; please contact the City at least 48 hours prior to the meeting to enable the City to make reasonable arrangements to ensure accessibility to this meeting. The Office of the City Clerk may be reached at 408-730-7483 or cityclerk@sunnyvale.ca.gov (28 CFR 35.160 (b) (1)).

5 P.M. SPECIAL COUNCIL MEETING (Closed Session)

Call to Order

Call to Order in the Council Chambers (Open to the Public).

Roll Call

Public Comment

The public may provide comments regarding the Closed Session item(s). If you wish to address the Council, please refer to the notice at the beginning of this agenda. Closed Sessions are not open to the public.

Convene to Closed Session

Convene to Closed Session in the Council Conference Room (Closed to the Public).

A [24-0471](#) Closed Session Held Pursuant to California Government Code Section 54956.9: CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION (Paragraph (1) of Subdivision (d) of Section 54956.9) Name of Case: City of Sunnyvale v. Sunnyvale Partners Ltd., Santa Clara County Superior Court Case No. 23CV027736

Adjourn Special Meeting

6 P.M. SPECIAL COUNCIL MEETING (Study Session)

Call to Order

Call to Order in the Council Chambers

Roll Call**Study Session**

The public may provide comments regarding the Study Session item(s). If you wish to address the Council, please refer to the notice at the beginning of this agenda.

B [24-0083](#) Civic Center Phase 2: Main Library Project Update

Adjourn Special Meeting**7 P.M. COUNCIL MEETING**

Pursuant to Council Policy, City Council will not begin consideration of any agenda item after 11:30 p.m. without a vote. Any item on the agenda which must be continued due to the late hour shall be continued to a date certain. Information provided herein is subject to change from date of printing of the agenda to the date of the meeting.

CALL TO ORDER

Call to Order in the Council Chambers

SALUTE TO THE FLAG**ROLL CALL****CLOSED SESSION REPORT****SPECIAL ORDER OF THE DAY**

C [24-0330](#) Recognition of Green Businesses

D [24-0328](#) Fair Housing Month

E [24-0329](#) Earth Month

ORAL COMMUNICATIONS

The Mayor may determine it would be impractical to include remote public

comment during Oral Communications for the purpose of timeliness of the meeting or conducting an orderly meeting. Such a determination shall be made prior to opening public comment on Oral Communications.

This category provides an opportunity for members of the public to address the City Council on items not listed on the agenda and is limited to 15 minutes (may be extended or continued after the public hearings/general business section of the agenda at the discretion of the Mayor) with a maximum of up to three minutes per speaker. Please note the Brown Act (Open Meeting Law) does not allow the Council to take action on an item not listed on the agenda. If you wish to address the Council, please refer to the notice at the beginning of this agenda. Individuals are limited to one appearance during this section.

CONSENT CALENDAR

All matters listed on the consent calendar are considered to be routine and will be acted upon by one motion. There will be no separate discussion of these items. If a member of the public would like a consent calendar item pulled and discussed separately, please refer to the notice at the beginning of this agenda.

1.A [24-0376](#) Approve City Council Meeting Minutes of March 19, 2024

Recommendation: Approve the City Council Meeting Minutes of March 19, 2024 as submitted.

1.B [24-0396](#) Approve the List(s) of Claims and Bills Approved for Payment by the City Manager

Recommendation: Approve the list(s) of claims and bills.

1.C [24-0467](#) Approve Budget Modification No. 19 in the Amount of \$2,273,226 for the Permanent Local Housing Allocation Grant Program to Complete Housing Projects and Address Unmet Housing Needs in Sunnyvale

Recommendation: Approve Budget Modification No. 19 in the amount of \$2,273,226 for the Permanent Local Housing Allocation Grant Program to complete housing projects and address unmet housing needs in Sunnyvale.

1.D [24-0416](#) Authorize the Issuance of two (2) Three-Year Purchase Agreements to L.C. Action Police Supply in the Amount of \$600,000 and Summit Uniforms, LLC in the Amount of

\$600,000 for Uniforms, Equipment, and Alterations (F24-049)
for the Sunnyvale Department of Public Safety

Recommendation: Take the following actions:

- Authorize the issuance of a three-year purchase agreement in the amount of \$600,000 to LC Action Police Supply for uniforms and equipment;
- Authorize the issuance of a three-year purchase agreement in the amount of \$600,000 to Summit Uniforms for uniforms, equipment, and alterations;
- Authorize the City Manager to execute the agreements when all conditions have been met; and
- Authorize the City Manager to amend and renew the purchase agreements for up to two (2) additional one-year periods, subject to available budget, if pricing and service remain acceptable to the City.

1.E [24-0179](#)

Award of Consultant Service Agreement in the Amount of \$388,944.89 to Kimley-Horn and Associates, Inc. to Study Improvements to Bicycle and Pedestrian Access at Sunnyvale Caltrain Station (F23-169) and Find that the Action is Exempt from the California Environmental Quality Act (CEQA) Pursuant to CEQA Guidelines Section 15262

Recommendation: Take the following actions:

- Award a Consultant Service Agreement in substantially the same form as Attachment 1 to the report in an amount not-to-exceed \$388,944.89 to Kimley-Horn and Associates, Inc. of Raleigh, NC;
- Approve a 10% contingency in the amount of \$38,894.49;
- Authorize the City Manager to execute the contract when all necessary conditions have been met; and
- Find the Project exempt from the California Environmental Quality Act (CEQA) pursuant to Guidelines Section 15378(a).

1.F [24-0415](#)

Award of Contract in the Amount of \$2,095,507.09 to PC, Inc. for the Department of Public Safety Emergency Generator Replacement Re-Bid, Waiver of Minor Bid Irregularities, Finding of California Environmental Quality Act (CEQA) Categorical Exemption Pursuant to CEQA Guidelines Section 15301(c), and Approve Budget Modification No. 15 in the Amount of \$344,659 (PW24-02)

Recommendation: Take the following actions:

- Award a contract in substantially form as Attachment 2 to the report in the amount of \$2,095,507.09 to PC, Inc.;
- Approval of a 10% construction contingency in the amount of \$209,551;
- Authorize the City Manager to execute the contract when all necessary conditions have been met;
- Waive the minor irregularities for the bids from A CST Group Inc. DBA Dynasel USA and California Plus Engineering, Inc.;
- Make a finding of a categorical exemption from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(c); and
- Approve a Budget Modification No. 15 in the amount of \$344,659.

1.G [24-0514](#)

Adopt a Resolution Amending the City's Salary Resolution and Schedule of Pay to Increase the Salary for the Classification of Public Safety Communications Manager Effective April 14, 2024

Recommendation: Adopt a Resolution amending the City's Salary Resolution and Schedule of Pay to increase the Salary for the Classification of Public Safety Communications Manager effective April 14, 2024.

PUBLIC HEARINGS/GENERAL BUSINESS

If you wish to speak to a public hearing/general business item, please refer to notice at the beginning of this agenda. Each speaker is limited to a maximum of three minutes. For land-use items, applicants are limited to a maximum of 10 minutes for opening comments and 5 minutes for closing comments.

2 [24-0280](#)

Approve Art in Private Development Project - Hunter Properties/Cityline, Titled Redwood Blue (Phase 2, Artwork 3 of 4)

Recommendation: Alternative 1: Approve Art in Private Development Project - Hunter Properties/Cityline, titled Redwood Blue (Phase 2, Artwork 3 of 4)

3 [24-0429](#)

Direction on Modifications to ITD Study Issues ITD 23-01(Access Sunnyvale CRM System) and ITD 23-02 (Development of Sunnyvale App) and Consider Budget

Modification No. 17

Recommendation: Staff recommends Alternative 1 and Alternative 3.

- 4 [24-0519](#) Authorize the City Manager to Execute a Purchase and Sale Agreement Between the City of Sunnyvale and Collins Exempt Holdings LLC and Collins Family Holdings LLC for the Purchase of 922 E. California Avenue, and Approve Budget Modification No. 21 in the Amount of \$4,406,800

Recommendation: Alternative 1: Authorize the City Manager to execute the Purchase and Sale Agreement, in substantially the same form as Attachment 1 to the report, negotiate additional terms or timelines as necessary and sign all needed documents to close the transaction for the purchase of real property located at 922 E. California Avenue for \$4,356,800, and approve Budget Modification No. 21 in the amount of \$4,406,800.

- 5 [24-0295](#) Approve Budget Modification No. 14 in the Amount of \$36,955 to Enable Study of Changes to Chapter 3 of the Citywide Objective Design Standards for Multi-Family Residential and Mixed-Use Developments

Recommendation: Alternative 2: Approve Budget Modification No. 14 for \$36,955 to examine Chapter 3 of the Citywide Objective Design Standards for Multi-Family Residential and Mixed-Use Developments and come back by Summer 2025 to allow time to have some projects under review.

- 6 [24-0075](#) Proposed Project: Adopt an Interim Urgency Ordinance to Extend Urgency Ordinance No. 3225-24 (adopted on February 27, 2024) to May 9, 2024 to Amend By-Right Approval (Chapter 19.73) to the Sunnyvale Municipal Code to clarify ministerial review of projects as it relates to proposed subdivisions.

File #: PLNG-2024-0105

Location: Citywide

Applicant: City of Sunnyvale

Environmental Review: Non-discretionary project (Public Resources Code Section 21080(b)(1), CEQA Guidelines Sections 15268, 15357)

Project Planner: Julia Klein, (408) 730-7463,
jklein@sunnyvale.ca.gov

Recommendation: Alternatives 1 and 2:

1. Find that the Action is exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080(b)(1) and CEQA Guidelines Section 15268 and 15357.
2. Adopt an Interim Urgency Ordinance to extend Urgency Ordinance No. 3225-24 (adopted on February 27, 2024) to May 9, 2024 in Attachment 1 to amend provisions for By-Right Approvals that include subdivisions (previously adopted Urgency Ordinance).

COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS**NON-AGENDA ITEMS & COMMENTS****-Council**

F [24-0520](#) Colleagues Memorandum: Vision Zero

-City Manager**INFORMATION ONLY REPORTS/ITEMS**

Visit <http://Sunnyvale.ca.gov/TCMAC> to view the Tentative Council Meeting Agenda Calendar (TCMAC) online. The TCMAC is updated each Thursday afternoon.

[24-0033](#) Tentative Council Meeting Agenda Calendar

[24-0400](#) Board/Commission Meeting Minutes

[24-0401](#) Information/Action Items

[24-0543](#) Council Advocacy Letters

ADJOURNMENT**Language Access and Translation****NOTICE TO THE PUBLIC**

The agenda reports to council (RTCs) may be viewed on the City's website at

sunnyvale.ca.gov after 7 p.m. on Thursdays or at the NOVA Workforce Services reception desk located on the first floor of City Hall at 456 W. Olive Avenue, during normal business hours, prior to Tuesday City Council meetings. Any agenda related writings or documents distributed to members of the City of Sunnyvale City Council regarding any open session item on this agenda will be made available for public inspection in the Office of the City Clerk located on the fourth floor of City Hall at 456 W. Olive Avenue, during normal business hours and in the Council Chambers on the evening of the Council Meeting, pursuant to Government Code §54957.5. Please contact the Office of the City Clerk at 408-730-7483 for specific questions regarding the agenda.

PLEASE TAKE NOTICE that if you file a lawsuit challenging any final decision on any public hearing item listed in this agenda, the issues in the lawsuit may be limited to the issues which were raised at the public hearing or presented in writing to the Office of the City Clerk at or before the public hearing.

PLEASE TAKE FURTHER NOTICE that Code of Civil Procedure section 1094.6 imposes a 90-day deadline for the filing of any lawsuit challenging final action on an agenda item which is subject to Code of Civil Procedure 1094.5.

Planning a presentation for a City Council meeting?

To help you prepare and deliver your public comments, please review the "Making Public Comments During City Council or Planning Commission Meetings" available at <http://Sunnyvale.ca.gov/PublicComments>

Planning to provide materials to Council?

If you wish to provide the City Council with copies of your presentation materials, please provide 12 copies of the materials to the Office of the City Clerk. The City Clerk will distribute your items to the Council.

Upcoming Meetings

Visit <https://sunnyvaleca.legistar.com> for upcoming Council, board and commission meeting information.



City of Sunnyvale

Agenda Item

24-0471

Agenda Date: 4/9/2024

Closed Session Held Pursuant to California Government Code Section 54956.9: CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION (Paragraph (1) of Subdivision (d) of Section 54956.9) Name of Case: City of Sunnyvale v. Sunnyvale Partners Ltd., Santa Clara County Superior Court Case No. 23CV027736



City of Sunnyvale

Agenda Item

24-0083

Agenda Date: 4/9/2024

Civic Center Phase 2: Main Library Project Update



City of Sunnyvale

Agenda Item

24-0330

Agenda Date: 4/9/2024

Recognition of Green Businesses



City of Sunnyvale

Agenda Item

24-0328

Agenda Date: 4/9/2024

Fair Housing Month



City of Sunnyvale

Agenda Item

24-0329

Agenda Date: 4/9/2024

Earth Month



City of Sunnyvale

Agenda Item

24-0376

Agenda Date: 4/9/2024

SUBJECT

Approve City Council Meeting Minutes of March 19, 2024

RECOMMENDATION

Approve the City Council Meeting Minutes of March 19, 2024 as submitted.



City of Sunnyvale

Meeting Minutes - Draft City Council

Tuesday, March 19, 2024

5:00 PM

Online and Council Chambers, City Hall,
456 W. Olive Ave., Sunnyvale, CA 94086

**Special Meeting: Closed Session - 5 PM | Special Meeting: Study Session - 5:30 PM |
Regular Meeting - 7 PM**

5 P.M. SPECIAL COUNCIL MEETING (Closed Session)

Call to Order

Mayor Klein called the meeting to order at 5:00 p.m.

Roll Call

Present: 6 - Mayor Larry Klein
Vice Mayor Murali Srinivasan
Councilmember Russ Melton
Councilmember Alysa Cisneros
Councilmember Omar Din
Councilmember Linda Sell
Absent: 1 - Councilmember Richard Mehlinger

Vice Mayor Srinivasan attended the meeting via teleconference.

Public Comment

Public Comment opened at 5:03 p.m.

No speakers.

Public Comment closed at 5:03 p.m.

Convene to Closed Session

Council convened to Closed Session in the Council Conference Room at 5:03 p.m.

A [24-0479](#) Closed Session Held Pursuant to California Government Code
54956.8: CONFERENCE WITH REAL PROPERTY
NEGOTIATORS For 922 E California Avenue - APN:
205-34-011 Agency Negotiators: Kent Steffens, City Manager;
Chip Taylor, Director of Public Works; Sherine Nafie, City

Property Administrator Negotiating Parties: COLLINS
EXEMPT HOLDINGS LLC, COLLINS FAM HOLDINGS LLC.
Under Negotiation: Price and Terms

Adjourn Special Meeting

Mayor Klein adjourned the meeting at 5:27 p.m.

5:30 P.M. SPECIAL COUNCIL MEETING (Study Session)

Call to Order

Mayor Klein called the meeting to order at 5:32 p.m.

Roll Call

Present: 7 - Mayor Larry Klein
Vice Mayor Murali Srinivasan
Councilmember Russ Melton
Councilmember Alysa Cisneros
Councilmember Omar Din
Councilmember Richard Mehlinger
Councilmember Linda Sell

Vice Mayor Srinivasan attended the meeting via teleconference.

Councilmember Mehlinger joined the meeting at 5:41 p.m.

Study Session

B [24-0011](#) Climate Action Game Plan 2028

Environmental Services Director Ramana Chinnakotla and Environmental Programs Manager Madeline Khair provided the staff report and presentation.

Public Hearing opened at 6:45 p.m.

Kristel Wickham shared their support for the Climate Action Game Plan 2028 and advocated for stronger greenhouse gas reduction targets.

Barbara Fukumoto communicated their support for Sunnyvale being more ambitious on their future carbon reduction targets and to align with the State of California's goals.

Doug Kunz voiced their support for the Climate Action Game Plan 2028 and for exploring opportunities to continue reduction in carbon emissions.

Public Hearing closed at 6:49 p.m.

Adjourn Special Meeting

Mayor Klein adjourned the meeting at 6:58 p.m.

7 P.M. COUNCIL MEETING

CALL TO ORDER

SALUTE TO THE FLAG

Mayor Klein led the salute to the United States flag.

ROLL CALL

Present: 7 - Mayor Larry Klein
Vice Mayor Murali Srinivasan
Councilmember Russ Melton
Councilmember Alysa Cisneros
Councilmember Omar Din
Councilmember Richard Mehlinger
Councilmember Linda Sell

Vice Mayor Srinivasan attended the meeting via teleconference.

CLOSED SESSION REPORT

Vice Mayor Srinivasan reported that that Council met in Closed Session Held Pursuant to California Government Code 54956.8: CONFERENCE WITH REAL PROPERTY NEGOTIATORS for 922 E California Avenue APN: 20534011 Agency Negotiators: Kent Steffens, City Manager; Chip Taylor, Director of Public Works; Sherine Nafie, City Property Administrator Negotiating Parties: COLLINS EXEMPT HOLDINGS LLC, COLLINS FAM HOLDINGS LLC. Under Negotiation: Price and Terms; nothing to report.

SPECIAL ORDER OF THE DAY

C [24-0324](#) Arbor Day

Mayor Klein spoke in honor of Arbor Day.

by the City Manager

Approve the list(s) of claims and bills.

- 1.D** [24-0241](#) Receive and File the City of Sunnyvale Investment Report - Fourth Quarter 2023

Receive and file the City of Sunnyvale Investment Report - Fourth Quarter 2023.

- 1.E** [24-0182](#) Approve Budget Modification No. 16 to Appropriate \$460,000 in 2010 Measure B Vehicle Registration Fee Countywide Program Funds - Cycle 4, for Traffic Signal Improvements from the Santa Clara Valley Transportation Authority and Authorize the City Manager to Execute Any Related Grant Documents

Approve Budget Modification No. 16 to appropriate \$460,000 in 2010 Measure B Vehicle Registration Fee Countywide Program funds - Cycle 4, for traffic signal improvements from the Santa Clara Valley Transportation Authority to a new Capital Improvement Project and authorize the City Manager to execute any related grant documents.

- 1.F** [24-0267](#) Authorize the Issuance of Three (3) Purchase Agreements totaling \$800,000 to Core and Main Company, Ferguson Enterprises and Underground Republic Water Works for Piping Supplies (F24-013)

Take the following actions:

- Authorize the issuance of a purchase agreement in the amount of \$400,000 to Core and Main Company for piping supplies;
- Authorize the issuance of a purchase agreement in the amount of \$200,000 to Ferguson Enterprises for piping supplies;
- Authorize the issuance of a purchase agreement in the amount of \$200,000 to Underground Republic Water Works for piping supplies; and
- Authorize the City Manager to amend and renew the purchase agreements for up to four (4) additional one-year periods, subject to available budget, if pricing and service remain acceptable to the City.

- 1.G** [24-0318](#) Award of Contract to St. Francis Electric, LLC in the Amount of \$300,827.26 to Provide and Install Vehicle and Pedestrian-LED Traffic Signal Light Modules and Finding of California Environmental Quality Act (CEQA) Exemption Pursuant to CEQA Guidelines Section 15301 (F24-012)

Take the following actions:

- Award a contract in substantially the same form as Attachment 2 to the report in the amount of \$300,827.26 to St. Francis Electric, LLC of San Leandro;
- Approve a 10% construction contingency in the amount of \$30,082;
- Authorize the City Manager to execute the contract when all necessary conditions have been met; and
- Make a finding of a categorical exemption from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301.

- 1.H** [24-0291](#) Award of Contract to Guerra Construction Group in the Amount of \$284,527 for Construction of a Preschool Outdoor Play Area at Serra Park, Finding of California Environmental Quality Act (CEQA) Exemption Pursuant to CEQA Guidelines Section 15303 and Approval of Budget Modification No. 13 in the Amount of \$27,939 (PW24-08)

Take the following actions:

- Award a contract in substantially form as Attachment 2 to the report in the amount of \$284,527 to Guerra Construction Group;
- Approve a 10% construction contingency in the amount of \$28,453;
- Authorize the City Manager to execute the contract when all necessary conditions have been met;
- Make a finding of a categorical exemption from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15303; and
- Approve a Budget Modification No. 13 in the amount of \$27,939.

- 1.I** [24-0228](#) Approve the Downtown Sunnyvale Business Improvement District (BID) Annual Report for Fiscal Year 2023/24 and Adopt Resolution of Intention to Levy and Collect an Annual Assessment to Reauthorize BID for Fiscal Year 2024/25

Approve the Fiscal Year 2023/24 BID Annual Report, adopt a Resolution of Intention to Levy and collect an assessment and reauthorize the Business Improvement District (BID) for Fiscal Year 2024/25, and schedule the BID public hearing for May 7, 2024.

- 1.J** [24-0395](#) Reject All Proposals Received for the Smart Station Municipal Solid Waste and Source Separated Recyclables Integrated Processing System (NextGen) (F23-133)

Reject all bid proposals in response to Request for Proposals F23-133 Smart Station Municipal Solid Waste and Source Separated Recyclables Integrated Processing System (NextGen).

PUBLIC HEARINGS/GENERAL BUSINESS

- 2 [24-0430](#) Evaluate the Minimum Automobile Off-Street Parking Requirements for Residential Uses (Study Issue CDD 19-07)
File #: 2022-7404
Environmental Review: The action is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(a).
Project Planner: George Schroeder, (408) 730-7443, gschroeder@sunnyvale.ca.gov

Principal Planner George Schroeder provided the staff report and presentation.

Public Hearing opened at 8:22 p.m.

Martin Pyne, Planning Commission Chair, spoke to the Planning Commission's recommendation to Council.

Member of the public voiced their concerns with eliminating minimum parking requirements.

Stephen Meier communicated their support for the Planning Commission's recommendation.

Aaron Eckhouse, Regional Policy Director, California YIMBY, shared their advocacy for eliminating minimum parking requirements.

Jordan Grimes, South Bay Resilience Manager, Greenbelt Alliance, spoke in support in the Planning Commission's recommendations and for eliminating minimum parking requirements.

Coleen Hausler voiced their support for the Planning Commission's recommendation to Council.

Public Hearing closed at 8:37 p.m.

MOTION: Councilmember Mehlinger moved and Councilmember Din seconded the motion to approve Alternative 3: Alternative 1 with modifications:

- To study unbundled parking for all multi-family residential projects with 5 or more units with shared parking;
- Remove all distinctions between covered/uncovered and assigned/unassigned parking spaces;
- Tandem parking by-right in townhouses and single-family residence developments;

- Setting parking minimums of single family and duplexes to a flat 2 parking spaces, tandem permitting and no coverage required; and
- Eliminate parking minimums with a TPDM (Traffic Parking Demand Management) option for all new multi-family housing projects.

FRIENDLY AMENDMENT: Mayor Klein offered a friendly amendment to add the language "To study" to each modification item in the motion. Councilmember Mehlinger accepted the friendly amendment.

FRIENDLY AMENDMENT: Councilmember Melton offered a friendly amendment to change the study of unbundled parking for all multi-family from 5 to 3 or more units with shared parking. Councilmembers Mehlinger and Din accepted the friendly amendment.

FRIENDLY AMENDMENT: Councilmember Melton offered a friendly amendment to remove the study eliminating parking minimums with TPDM. Councilmember Mehlinger declined to accept the friendly amendment.

MOTION TO AMEND: Councilmember Melton moved and Mayor Klein seconded the motion to amend the motion and remove the study eliminating parking minimums with TPDM.

The motion to amend failed with the following vote:

Yes: 2 - Vice Mayor Srinivasan
Councilmember Melton

No: 5 - Mayor Klein
Councilmember Cisneros
Councilmember Din
Councilmember Mehlinger
Councilmember Sell

MOTION AS AMENDED RESTATED: Councilmember Mehlinger moved and Councilmember Din seconded the motion to approve Alternative 3: Alternative 1 with modifications:

- To study unbundled parking for all multi-family residential projects with 3 or more units with shared parking;
- To study removing all distinctions between covered/uncovered and assigned/unassigned parking spaces;
- To study tandem parking by-right in townhouses and single-family residence developments;

- To study setting parking minimums of single family and duplexes to a flat 2 parking spaces, tandem permitting and no coverage required; and
- To study eliminating parking minimums with a TPDM (Traffic Parking Demand Management) option for all new multi-family housing projects.

The motion as amended carried with the following vote:

Yes: 7 - Mayor Klein
Vice Mayor Srinivasan
Councilmember Melton
Councilmember Cisneros
Councilmember Din
Councilmember Mehlinger
Councilmember Sell

No: 0

City Council took a recess at 9:40 p.m. and returned at 9:50 p.m. with all Councilmembers present; Vice Mayor Srinivasan participated via teleconference.

3 [24-0192](#) Adopt a Resolution Amending the FY 2023/24 Fee Schedule
Finance Director Tim Kirby provided the staff report.

Public Hearing opened at 9:53 p.m.
No speakers.
Public Hearing closed at 9:53 p.m.

MOTION: Councilmember Din moved and Vice Mayor Srinivasan seconded the motion to adopt a Resolution to amend the FY 2023/24 Fee Schedule.

The motion carried with the following vote:

Yes: 7 - Mayor Klein
Vice Mayor Srinivasan
Councilmember Melton
Councilmember Cisneros
Councilmember Din
Councilmember Mehlinger
Councilmember Sell

No: 0

4 [24-0431](#) Proposed Project: Consider actions related to

implementation of the 2023-2031 Housing Element to amend the By-Right Approval process for certain parcels within the City:

A. Introduce an Ordinance to Amend By-Right Approval (Chapter 19.73 of the Sunnyvale Municipal Code) to clarify ministerial review of projects as it relates to proposed subdivisions.

File #: PLNG-2024-0105

Location: Citywide

Applicant: City of Sunnyvale

Environmental Review: Non-discretionary project (Public Resources Code Section 21080(b)(1), CEQA Guidelines Sections 15268, 15357)

Project Planner: Julia Klein, (408) 730-7463,
jklein@sunnyvale.ca.gov

Community Development Director Trudi Ryan provided the staff report.

Public Hearing opened at 9:57 p.m.

No speakers.

Public Hearing closed at 9:57 p.m.

MOTION: Vice Mayor Srinivasan moved and Councilmember Din seconded the motion to approve Alternative 1: Take the following actions:

- a. Find that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080(b)(1) and CEQA Guidelines Section 15268 and 15357; and
- b. Introduce an Ordinance (Attachment 2 to the report) to amend By-Right Approval (Chapter 19.73) to the Sunnyvale Municipal Code).

City Clerk David Carnahan read the Ordinance title for the record.

The motion carried with the following vote:

Yes: 7 - Mayor Klein
Vice Mayor Srinivasan
Councilmember Melton
Councilmember Cisneros
Councilmember Din
Councilmember Mehlinger
Councilmember Sell

No: 0

**COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL
COMMITTEE ASSIGNMENTS**

Councilmember Cisneros reported on a recent Santa Clara County City Association Legislative Action Committee meeting.

Vice Mayor Srinivasan reported on their attendance of the National League of Cities conference in Washington D.C.

Councilmember Sell reported on a Valley Transportation Agency (VTA) Policy Advisory Committee meeting and their attendance of the National League of Cities conference.

Councilmember Din reported on a VTA Board of Directors meeting.

Mayor Klein reported on a Silicon Valley Clean Energy Board meeting.

NON-AGENDA ITEMS & COMMENTS

-Council

Councilmember Din announced their brother-in-law's return home from providing emergency medical care in Gaza.

Councilmember Melton provided comments on the language developed by staff that addresses the Baykeeper litigation and commented on recent public safety events.

-City Manager

None.

INFORMATION ONLY REPORTS/ITEMS

24-0315	Tentative Council Meeting Agenda Calendar
24-0316	Board/Commission Meeting Minutes
24-0317	Information/Action Items
24-0417	Council Advocacy Letters

ADJOURNMENT

Mayor Klein adjourned the meeting at 10:14 p.m.



City of Sunnyvale

Agenda Item

24-0396

Agenda Date: 4/9/2024

REPORT TO COUNCIL

SUBJECT

Approve the List(s) of Claims and Bills Approved for Payment by the City Manager

BACKGROUND

Pursuant to Sunnyvale Charter Section 802(6), the City Manager has approved for payment claims and bills on the following list(s); and checks have been issued.

<u>List No.</u>	<u>Date</u>	<u>Total Disbursements</u>
224	03-10-2024 through 03-16-2024	\$6,848,256.71
225	03-17-2024 through 03-23-2024	\$4,101,830.81

Payments made by the City are controlled in a variety of ways. In general, payments are reviewed by the appropriate City staff for compliance with the goods or services provided. Any discrepancies are resolved and re-submitted for payment. Different levels of dollar amounts for payments require varying levels of approval within the organization. Ultimately payments are reviewed and processed by the Finance Department. Budgetary control is set by Council through the budget adoption resolution.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

PUBLIC CONTACT

Public contact was made by posting the Council meeting agenda on the City's official-notice bulletin board at City Hall, at the Sunnyvale Public Library and in the Department of Public Safety Lobby. In addition, the agenda and this report are available at the NOVA Workforce Services reception desk located on the first floor of City Hall at 456 W. Olive Avenue (during normal business hours), and on the City's website.

RECOMMENDATION

Approve the list(s) of claims and bills.

Prepared by: Tim Kirby, Director of Finance

Reviewed by: Sarah Johnson-Rios, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. List(s) of Claims and Bills Approved for Payment

City of Sunnyvale

LIST # 224

**List of All Claims and Bills Approved for Payment
For Payments Dated 03/10/2024 through 03/16/2024**

Sorted by Payment Type, Payment Number and Invoice Number

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
CHECK	XXXXX6334	03/12/2024	Aaronson, Dickerson, Cohn & Lanzone, APC	7,042.32	1986	Professional services	7,042.32	0.00	\$7,042.32
	XXXXX6335	03/12/2024	ALEXANDRA ZHANG & THOMAS KANDL	248.85	PLNG-2023-0664	Partial refund for permit type	248.85	0.00	\$248.85
	XXXXX6336	03/12/2024	Alfred Leitch	246.00	24-092	CompTIA A+ Certification Exam	246.00	0.00	\$246.00
	XXXXX6337	03/12/2024	Alhambra	26.99	19768402 030124 LIB	Ship-To Reference #19768492	26.99	0.00	\$377.19
				38.94	19768402 030124 SMART STATION	Water - Feb. 2024	38.94	0.00	
				311.26	19768402 030124 WPCP	Water	311.26	0.00	
	XXXXX6338	03/12/2024	Allen, Glaessner, Hazelwood & Werth LLP	910.00	22863	Professional fees	910.00	0.00	\$910.00
	XXXXX6339	03/12/2024	Alliance Roofing Company, Inc	4,588.05	216735-52252	Refund: 200 W Washington Ave. Hydnt	4,588.05	0.00	\$4,588.05
	XXXXX6340	03/12/2024	Alpine Awards Inc	861.72	6106419	Jerzees	861.72	0.00	\$861.72
	XXXXX6342	03/12/2024	Amazon Capital Services Inc	182.11	134G-KFJM-GNGH	Rafael Bayani	182.11	0.00	\$2,702.03
				18.54	14VX-FH69-	Thao Thanh Nguyen	18.54	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					H4QG				
				10.90	17DR-VKNN-P9W1	Lisa Mason	10.90	0.00	
				21.81	17K4-CDJG-GXFD	Nan Choi	21.81	0.00	
				136.40	17XX-T74M-FJ49	Priscilla Luckey	136.40	0.00	
				22.13	1C3F-YTKJ-FQ9D	Nan Choi	22.13	0.00	
				300.05	1DRP-THDJ-GFRT	Michelle Chuck	300.05	0.00	
				-28.32	1DVC-N7O7-YD63	Credit inv 1PKW-QPHX-PM7C	-28.32	0.00	
				130.92	1DY9-C1LJ-HDFP	Rodney Wilson	130.92	0.00	
				41.46	1FHM-V6CN-RPMW	Mark Witt	41.46	0.00	
				204.06	1GY3-YRKL-7TRP	Reiko Yoshidome	204.06	0.00	
				261.85	1HP6-4TT4-1FFH	Grace Lo	261.85	0.00	
				17.62	1HRG-VC67-47CJ	Rafael Bayani	17.62	0.00	
				89.62	1HVV-KJN1-LDPH	Priscilla Luckey	89.62	0.00	
				87.29	1LQQ-LWXJ-FJT9	Thao Thanh Nguyen	87.29	0.00	
				64.88	1PY3-W37Y-3314	Nan Choi	64.88	0.00	
				65.46	1QLY-C7TG-T3X1	Mark Witt	65.46	0.00	
				215.74	1RTJ-QNFC-49D9	Jaime Hernandez	215.74	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				70.91	1TPP-GD9Q-761L	Thao Thanh Nguyen	70.91	0.00	
				305.53	1TRM-LVTF-K9KW	Walter Buczeke	305.53	0.00	
				59.01	1TYX-V6DY-6J61	Nan Choi	59.01	0.00	
				176.71	1VXM-V39M-WQTV	Celena Ruiz	176.71	0.00	
				145.08	1WGD-9V3P-6QNV	Nan Choi	145.08	0.00	
				19.62	1WR6-C34V-RWGR	Nan Choi	19.62	0.00	
				82.65	1XXM-1HD6-HV3R	Maribelle Hightower	82.65	0.00	
	XXXXX6343	03/12/2024	AmfaSoft Corp	4,392.00	LeslieTomihir o-01	Training payment for #24-03-501-02	4,392.00	0.00	\$10,489.50
				6,097.50	YolandeWise-01	Training payment for #24-03-501-03	6,097.50	0.00	
	XXXXX6344	03/12/2024	Ashok Gopala	554.00	24-091	PMP Exam and Membership	554.00	0.00	\$554.00
	XXXXX6345	03/12/2024	AT&T	1,098.32	000020870249	BAN: 9391081629, 10/25/2023 - 11/24/2023	1,098.32	0.00	\$3,268.37
				1,098.32	000021020601	BAN: 9391081629, 11/25/2023 - 12/24/2023	1,098.32	0.00	
				1,071.73	000021164415	BAN: 9391081629, 12/25/2023 - 01/24/2024	1,071.73	0.00	
	XXXXX6349	03/12/2024	Baker & Taylor LLC	146.55	2037991612	Library collection	146.55	0.00	\$55,139.55
				67.30	2037996051	Library collection	67.30	0.00	
				157.86	2038011076	Library collection	157.86	0.00	
				230.55	2038084286	Library collection	230.55	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				6,165.38	415168022024V	VAS Charges Feb. 2024	6,165.38	0.00	
				937.91	5018672766	Library Collection	937.91	0.00	
				562.82	5018678231	Library collection	562.82	0.00	
				1,932.12	5018680911	Library collection	1,932.12	0.00	
				265.80	5018681419	Library collection	265.80	0.00	
				347.32	5018687986	Library collection	347.32	0.00	
				2,529.57	5018688516	Library collection	2,529.57	0.00	
				3,252.80	5018688518	Library collection	3,252.80	0.00	
				1,633.10	5018688577	Library collection	1,633.10	0.00	
				2,191.62	5018688591	Library collection	2,191.62	0.00	
				1,414.04	5018688602	Library collection	1,414.04	0.00	
				1,619.95	5018689004	Library collection	1,619.95	0.00	
				339.86	5018689104	Library collection	339.86	0.00	
				28.85	5018691134	Library collection	28.85	0.00	
				113.16	5018691136	Library collection	113.16	0.00	
				58.80	5018691138	Library collection	58.80	0.00	
				1,107.58	5018691140	Library collection	1,107.58	0.00	
				443.62	5018691142	Library collection	443.62	0.00	
				1,269.68	5018696632	Library collection	1,269.68	0.00	
				722.48	5018696644	Library collection	722.48	0.00	
				1,177.17	5018704704	Library collection	1,177.17	0.00	
				1,344.12	5018704707	Library collection	1,344.12	0.00	
				23.08	5018704942	Library collection	23.08	0.00	
				23.08	5018704944	Library collection	23.08	0.00	
				43.88	5018704946	Library collection	43.88	0.00	
				20.50	5018704948	Library collection	20.50	0.00	
				44.92	5018704950	Library collection	44.92	0.00	
				1,553.40	5018714887	Library collection	1,553.40	0.00	
				1,943.76	5018714896	Library collection	1,943.76	0.00	
				589.20	5018714982	Library collection	589.20	0.00	
				42.11	5018722715	Library collection	42.11	0.00	
				7.69	5018722717	Library collection	7.69	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				72.96	5018722719	Library collection	72.96	0.00	
				25.64	5018722721	Library collection	25.64	0.00	
				1,280.60	5018723803	Library collection	1,280.60	0.00	
				1,336.01	5018723839	Library collection	1,336.01	0.00	
				17.31	5018724136	Library collection	17.31	0.00	
				972.32	5018732252	Library collection	972.32	0.00	
				1,362.27	5018733432	Library collection	1,362.27	0.00	
				93.59	5018742606	Library collection	93.59	0.00	
				912.09	5018744663	Library collection	912.09	0.00	
				1,834.56	5018746085	Library collection	1,834.56	0.00	
				1,207.31	5018746338	Library collection	1,207.31	0.00	
				937.42	5018755899	Library collection	937.42	0.00	
				703.34	5018757563	Library collection	703.34	0.00	
				1,602.70	5018760782	Library collection	1,602.70	0.00	
				2,295.21	5018760806	Library collection	2,295.21	0.00	
				82.17	5018765030	Library collection	82.17	0.00	
				56.12	5018765032	Library collection	56.12	0.00	
				24.37	5018765034	Library collection	24.37	0.00	
				419.19	5018765036	Library collection	419.19	0.00	
				160.96	5018765038	Library collection	160.96	0.00	
				10.26	5018766024	Library collection	10.26	0.00	
				330.27	5018769114	Library collection	330.27	0.00	
				1,389.78	5018771067	Library collection	1,389.78	0.00	
				39.44	5018776511	Library collection	39.44	0.00	
				14.43	5018776513	Library collection	14.43	0.00	
				10.26	5018776515	Library collection	10.26	0.00	
				131.45	5018776517	Library collection	131.45	0.00	
				16.03	5018776519	Library collection	16.03	0.00	
				61.97	H67078700	Library collection	61.97	0.00	
				65.83	H67408730	Library collection	65.83	0.00	
				15.49	H67408740	Library collection	15.49	0.00	
				64.21	H67494260	Library collection	64.21	0.00	
				11.61	H67494280	Library collection	11.61	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				164.87	H67750890	Library collection	164.87	0.00	
				112.30	H67856450	Library collection	112.30	0.00	
				23.24	H67856460	Library collection	23.24	0.00	
				1,108.67	H67902280	Library collection	1,108.67	0.00	
				1,005.82	H67902290	Library collection	1,005.82	0.00	
				150.22	H67902300	Library collection	150.22	0.00	
				15.49	H67932460	Library collection	15.49	0.00	
				65.81	H67994970	Library collection	65.81	0.00	
				584.33	PCG030124S VAVP	Cataloging and processing charges Feb. 2024	584.33	0.00	
	XXXXX6350	03/12/2024	Bastion Security Services	6,150.38	17092	Standing Guard Feb.	6,150.38	0.00	\$6,150.38
	XXXXX6351	03/12/2024	Bay Area Air Quality Management District	7,500.00	Compliance Agmt 2024-Q2	Compliance Agmt 2024-Q2	7,500.00	0.00	\$7,500.00
	XXXXX6352	03/12/2024	Bay Area Parent	2,195.00	105012	Summer Survival publication 03/26/24 P.21	2,195.00	0.00	\$2,195.00
	XXXXX6353	03/12/2024	Bay Area Water Supply & Conservation Agy	67,852.50	7598	FY 23-24 3rd Quarter Assessment	67,852.50	0.00	\$68,077.50
				225.00	8706	Oct-Dec 2023 Droplet Tech Licensing fee	225.00	0.00	
	XXXXX6354	03/12/2024	Benefit Coordinators Corporation	48,801.40	14253	Mar 2024 life insurance and LTD (non PSOA)	48,801.40	0.00	\$48,801.40
	XXXXX6355	03/12/2024	Bibliotheca LLC	981.16	INV-US74128	cloudLibrary eBooks and eAudio	981.16	0.00	\$981.16
	XXXXX6356	03/12/2024	Brodart Co	166.46	B6725530	Library collection	166.46	0.00	\$948.21
				43.66	B6725666	Library collection	43.66	0.00	
				261.87	B6725813	Library collection	261.87	0.00	
				31.79	B6734892	Library collection	31.79	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				71.50	B6734893	Library collection	71.50	0.00	
				49.22	B6734894	Library collection	49.22	0.00	
				45.63	B6734935	Library collection	45.63	0.00	
				22.04	B6734936	Library collection	22.04	0.00	
				18.86	B6734950	Library collection	18.86	0.00	
				14.24	B6734951	Library collections	14.24	0.00	
				20.82	B6736298	Library collection	20.82	0.00	
				28.12	B6736385	Library collection	28.12	0.00	
				34.40	B6736615	Library collections	34.40	0.00	
				38.33	B6736616	Library collection	38.33	0.00	
				56.93	B6749119	Library collection	56.93	0.00	
				44.34	B6749131	Library collections	44.34	0.00	
	XXXXX6357	03/12/2024	California Dept of General Services	12,562.72	1426620	Gas services - January 2024	12,562.72	0.00	\$12,562.72
	XXXXX6358	03/12/2024	California Newspapers Partnership	204.00	0006809513	AC# 2083317, Stmt 0001405738	204.00	0.00	\$578.00
				374.00	0006810186	AC# 2083317, Stmt 0001405738	374.00	0.00	
	XXXXX6360	03/12/2024	Cintas Loc #38K	9.23	4179076254	Uniform Jan 2024	9.23	0.00	\$1,872.63
				9.23	4179076303	Uniform Jan 2024	9.23	0.00	
				13.48	4179083130	Uniform Jan 2024	13.48	0.00	
				15.71	4179083145	Uniform Jan 2024	15.71	0.00	
				64.81	4179083289	Uniform Jan 2024	64.81	0.00	
				86.78	4179083307	Uniform Jan 2024	86.78	0.00	
				209.52	4179083337	Uniform Jan 2024	209.52	0.00	
				10.30	4179083397	Uniform Jan 2024	10.30	0.00	
				12.89	4179083432	Uniform Jan 2024	12.89	0.00	
				23.65	4179561306	Uniform Jan 2024	23.65	0.00	
				9.23	4179734617	Uniform Jan 2024	9.23	0.00	
				9.23	4179734671	Uniform Jan 2024	9.23	0.00	
				15.71	4179877150	Uniform Jan 2024	15.71	0.00	
				13.48	4179877168	Uniform Jan 2024	13.48	0.00	
				64.81	4179877370	Uniform Jan 2024	64.81	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				105.35	4179877396	Uniform Jan 2024	105.35	0.00	
				10.30	4179877488	Uniform Jan 2024	10.30	0.00	
				246.66	4179877529	Uniform Jan 2024	246.66	0.00	
				12.89	4179877537	Uniform Jan 2024	12.89	0.00	
				9.23	4180433953	Uniform Jan 2024	9.23	0.00	
				9.23	4180433957	Uniform Jan 2024	9.23	0.00	
				15.71	4180599399	Uniform Jan 2024	15.71	0.00	
				13.48	4180599448	Uniform Jan 2024	13.48	0.00	
				64.81	4180599809	Uniform Jan 2024	64.81	0.00	
				86.78	4180599833	Uniform Jan 2024	86.78	0.00	
				10.30	4180599877	Uniform Jan 2024	10.30	0.00	
				209.52	4180599886	Uniform Jan 2024	209.52	0.00	
				12.89	4180599962	Uniform Jan 2024	12.89	0.00	
				23.36	4180737793	Uniform Jan 2024	23.36	0.00	
				23.65	4181001411	Uniform Jan 2024	23.65	0.00	
				9.23	4181152740	Uniform Jan 2024	9.23	0.00	
				9.23	4181152763	Uniform Jan 2024	9.23	0.00	
				15.71	4181313570	Uniform Jan 2024	15.71	0.00	
				13.48	4181313667	Uniform Jan 2024	13.48	0.00	
				209.52	4181313867	Uniform Jan 2024	209.52	0.00	
				64.81	4181313926	Uniform Jan 2024	64.81	0.00	
				86.78	4181313932	Uniform Jan 2024	86.78	0.00	
				10.30	4181313974	Uniform Jan 2024	10.30	0.00	
				12.89	4181313975	Uniform Jan 2024	12.89	0.00	
				9.23	4181875717	Uniform Jan 2024	9.23	0.00	
				9.23	4181875767	Uniform Jan 2024	9.23	0.00	
	XXXXX6361	03/12/2024	City Data Services LLC	4,650.00	9CC79322-0001	Maintenance Oct 1- Dec 31, 2023	4,650.00	0.00	\$9,300.00
				4,650.00	9CC79322-0002	Maintenance Jan1 - Apr 1, 2024	4,650.00	0.00	
	XXXXX6362	03/12/2024	Core & Main LP	5,462.77	U317940	Misc. materials	5,462.77	0.00	\$23,756.08
				615.47	U342375	Misc. parts	615.47	0.00	
				5,205.27	U380769	Misc. parts	5,205.27	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				894.83	U408391	Misc. parts	894.83	0.00	
				2,286.17	U417297	Misc parts	2,286.17	0.00	
				14,704.60	U432941	Misc. parts	14,704.60	0.00	
				-5,462.77	U448586	Ref. Invoice No. U317940	-5,462.77	0.00	
				49.74	U493833	Misc parts	49.74	0.00	
	XXXXX6363	03/12/2024	County of Santa Clara	10,268.20	1800088167	REF: OCT 2023	10,268.20	0.00	\$10,268.20
	XXXXX6364	03/12/2024	Critical Reach Inc	2,400.00	3587	2024 APBnet Annual Support Fee	2,400.00	0.00	\$2,400.00
	XXXXX6365	03/12/2024	Daniel Webb	21.46	24-089	Textbooks: Communicating in Groups and Teams	21.46	0.00	\$21.46
	XXXXX6366	03/12/2024	DataBank Holdings LTD	20,111.01	243912	BAN-24865B	20,111.01	0.00	\$20,111.01
	XXXXX6367	03/12/2024	Dell Marketing LP	50,381.04	10735633098	Laptops & accessories	50,381.04	0.00	\$50,381.04
	XXXXX6368	03/12/2024	DKG Consultants LLC	1,300.00	2024-6	February services	1,300.00	0.00	\$1,300.00
	XXXXX6369	03/12/2024	EarthShare California	30.00	052024	052024	30.00	0.00	\$30.00
	XXXXX6370	03/12/2024	ECS Imaging Inc	799.03	18402	Scanning services - City Clerk	799.03	0.00	\$14,391.04
				1,301.80	18406	Scanning services: OCM-City Clerk	1,301.80	0.00	
				1,194.56	18411	Scanning services - Finance	1,194.56	0.00	
				3,925.19	18416	Scanning services: OCM-City Clerk	3,925.19	0.00	
				2,628.95	18419	Scanning services - Finance	2,628.95	0.00	
				1,973.77	18421	Scanning services - Finance	1,973.77	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				2,567.74	18423	Scanning services: OCM-City Clerks	2,567.74	0.00	
	XXXXX6371	03/12/2024	FailSafe Testing LLC	1,100.00	13339	Annual Inspection of Apparatus T-42	1,100.00	0.00	\$1,100.00
	XXXXX6372	03/12/2024	FBD Vanguard Construction Inc	18,145.00	SNAILImprovments#01	TR-19-01	18,145.00	0.00	\$18,145.00
	XXXXX6373	03/12/2024	FedEx	20.80	8-348-33759	AC# 1691-2032-3	20.80	0.00	\$20.80
	XXXXX6374	03/12/2024	Fire & Risk Alliance LLC	1,970.30	132-007-15	Professional fees Feb, 2024	1,970.30	0.00	\$2,245.40
				275.10	132-008-10	Professional services Feb. 2024	275.10	0.00	
	XXXXX6375	03/12/2024	Folger Graphics Inc	10,721.53	139004	Horizon - Spring 2024	10,721.53	0.00	\$10,721.53
	XXXXX6376	03/12/2024	Gigantic Idea Studio Inc	3,229.20	INV-4177	Outreach Proj.- Jan. 2024	3,229.20	0.00	\$3,229.20
	XXXXX6377	03/12/2024	Global Access Inc	236.00	18909	On-Line faxes	236.00	0.00	\$236.00
	XXXXX6378	03/12/2024	Got Gophers Inc	2,850.00	59325	FPO #PGT-2258	2,850.00	0.00	\$2,850.00
	XXXXX6379	03/12/2024	Grainger	51.91	877801894	Misc. supplies	51.91	0.00	\$299.63
				61.82	9028026384	Relay for w/o F-15109	61.82	0.00	
				185.90	9043912352	Supplies	185.90	0.00	
	XXXXX6380	03/12/2024	HASA Inc	14,141.66	943576	Sodium Hypochlorite	14,141.66	0.00	\$14,141.66
	XXXXX6381	03/12/2024	Haute Cuisine Inc	7,030.00	450-2024	Catering Feb. 2024	7,030.00	0.00	\$7,030.00
	XXXXX6382	03/12/2024	Health Expressions	280.00	105	Zumba Classes Feb. 2024	280.00	0.00	\$280.00
	XXXXX6383	03/12/2024	Hetnet Wireless LLC	2,250.00	5687	SITE: 1025 Stewart Drive	2,250.00	0.00	\$10,000.00
				750.00	5688	SITE: 1324-1330	750.00	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						Kifer Rd			
				1,500.00	5689	SITE: 440 N Wolfe Blvd	1,500.00	0.00	
				1,500.00	5690	SITE: 610 E Weddell Dr.V	1,500.00	0.00	
				2,500.00	5691	SITE: 905 11th Ave-Moffet Towers	2,500.00	0.00	
				1,500.00	5692	SITE4: 1000 W Maude	1,500.00	0.00	
	XXXXX6384	03/12/2024	Home Depot USA Inc d/b/a The Home Depot Pro	209.38	793037631	Supplies	209.38	0.00	\$209.38
	XXXXX6385	03/12/2024	HydroScience Engineers Inc	8,360.00	262001140	Water Quality Consulting Serv	8,360.00	0.00	\$21,498.00
				13,138.00	262026008	Recycled Water Plan Update	13,138.00	0.00	
	XXXXX6386	03/12/2024	Imperial Dade	517.05	16053071	Supplies	517.05	0.00	\$517.05
	XXXXX6387	03/12/2024	Inhouse Commercial Recyclers LLC	887.00	022480	FEB SVL LIBRARY	887.00	0.00	\$887.00
	XXXXX6388	03/12/2024	Intex Auto Parts	812.85	2-87207-14	Misc parts	812.85	0.00	\$1,323.56
				510.71	2-88776-20	Misc parts	510.71	0.00	
	XXXXX6389	03/12/2024	Iuliia Adamovich	120.26	24-090	Textbooks: Employee Training & Dev. and California Employment Law	120.26	0.00	\$120.26
	XXXXX6390	03/12/2024	Johnson Roberts & Associates Inc	526.50	153035	February services	526.50	0.00	\$526.50
	XXXXX6391	03/12/2024	KnowBe4 Inc	547.00	INV314083	Security Trng 3/8/24-5/19/25	547.00	0.00	\$547.00
	XXXXX6392	03/12/2024	KSA Dynamics	2,900.00	2061	3/6/24 AI Awareness & Ethics	2,900.00	0.00	\$2,900.00
	XXXXX6394	03/12/2024	LC Action Police	574.54	459745	Supplies	574.54	0.00	\$11,071.09

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Supply	574.54	459746	Supplies	574.54	0.00	
				180.06	459747	Supplies	180.06	0.00	
				180.06	459748	Supplies	180.06	0.00	
				174.55	459749	Supplies	174.55	0.00	
				92.31	460286	Supplies	92.31	0.00	
				40.63	460287	Supplies	40.63	0.00	
				40.63	460288	Supplies	40.63	0.00	
				40.63	460289	Supplies	40.63	0.00	
				40.63	460291	Supplies	40.63	0.00	
				40.63	460292	Supplies	40.63	0.00	
				40.63	460293	Supplies	40.63	0.00	
				40.63	460294	Supplies	40.63	0.00	
				40.63	460295	Supplies	40.63	0.00	
				40.63	460296	Supplies	40.63	0.00	
				40.63	460297	Supplies	40.63	0.00	
				40.63	460298	Supplies	40.63	0.00	
				40.63	460299	Supplies	40.63	0.00	
				40.63	460300	Supplies	40.63	0.00	
				40.63	460301	Supplies	40.63	0.00	
				40.63	460302	Supplies	40.63	0.00	
				92.31	460303	Supplies	92.31	0.00	
				92.31	460304	Supplies	92.31	0.00	
				92.31	460305	Supplies	92.31	0.00	
				92.31	460306	Supplies	92.31	0.00	
				92.31	460307	Supplies	92.31	0.00	
				18.34	460308	Supplies	18.34	0.00	
				151.14	460568	Supplies	151.14	0.00	
				578.66	460625	Supplies	578.66	0.00	
				578.66	460626	Supplies	578.66	0.00	
				121.88	460656	Supplies	121.88	0.00	
				40.63	460657	Supplies	40.63	0.00	
				578.66	460778	Supplies	578.66	0.00	
				1,075.43	460785	Supplies	1,075.43	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				1,075.43	460832	Supplies	1,075.43	0.00	
				1,075.43	460836	Supplies	1,075.43	0.00	
				615.09	461141	Supplies	615.09	0.00	
				615.09	461142	Supplies	615.09	0.00	
				608.60	461143	Supplies	608.60	0.00	
				43.72	461144	Supplies	43.72	0.00	
				1,047.27	462659	Supplies	1,047.27	0.00	
	XXXXX6395	03/12/2024	Lion Dance ME	3,169.50	5533	2/4/2024 Performance	3,169.50	0.00	\$3,169.50
	XXXXX6396	03/12/2024	Medical Priority Consultants, Inc.	10,350.00	SIN302053	CAD software maintenance & Support - DPS	10,350.00	0.00	\$10,350.00
	XXXXX6397	03/12/2024	Midwest Tape LLC	427.08	504909175	Library Materials	427.08	0.00	\$2,481.02
				50.18	504936611	Library Materials	50.18	0.00	
				75.27	504961739	Library Materials	75.27	0.00	
				34.90	505001380	Library Materials	34.90	0.00	
				1,119.17	505061169	Library Materials	1,119.17	0.00	
				29.46	505065391	Library Materials	29.46	0.00	
				49.09	505109589	Library Materials	49.09	0.00	
				34.91	505109771	Library Materials	34.91	0.00	
				660.96	505109773	Library Materials	660.96	0.00	
	XXXXX6398	03/12/2024	MM Communications	1,235.00	INV-1768	Cable Labor	1,235.00	0.00	\$1,235.00
	XXXXX6399	03/12/2024	MNS Engineers	22,016.25	85092	Sanitary Sewer System Nov 23	22,016.25	0.00	\$22,016.25
	XXXXX6400	03/12/2024	Municipal Resource Group LLC	787.50	03-23-1215	HR Consulting Svc Nov 2023	787.50	0.00	\$4,162.50
				1,125.00	03-23-1216	City Mgr&Attorney Eval Nov 23	1,125.00	0.00	
				450.00	240044	HR Consulting Svc Dec 2023	450.00	0.00	
				1,800.00	240222	HR Consulting Svc Jan 2024	1,800.00	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX6401	03/12/2024	Nancy Kwan	48.79	24-093	Textbook: Organization Development	48.79	0.00	\$48.79
	XXXXX6402	03/12/2024	Nutrien AG Solutions Inc	23,221.80	53361854	Fertilizer	23,221.80	0.00	\$23,221.80
	XXXXX6403	03/12/2024	ODP Business Solutions LLC (f/k/a Office Depot Business Solutions LLC)	54.55	354497643001	Reiko Yoshidome	54.55	0.00	\$245.45
				190.90	357802581001	Frances Morales	190.90	0.00	
	XXXXX6404	03/12/2024	Ornit Gross	241.36	194983-17704	Refund: 1521 Jasper Dr.	241.36	0.00	\$241.36
	XXXXX6405	03/12/2024	Pacific Gas & Electric Co	2,468.48	0069706286-7 0224	725 Kifer Rd/SCS Property	2,468.48	0.00	\$173,075.56
				9,016.29	0194485240-7 0224	City Buildings	9,016.29	0.00	
				4,823.34	0395847945-7 0224	121 W Evelyn Ave-Multimodal	4,823.34	0.00	
				156,753.34	1105922118-1 0124	City Buildings	156,753.34	0.00	
				14.11	8980516791-6 0224	N/S El Camino&E Remington	14.11	0.00	
	XXXXX6406	03/12/2024	Peter W Richards	384.76	35278	Stores Inventory	384.76	0.00	\$384.76
	XXXXX6407	03/12/2024	Peterson Power Systems Inc	1,100.00	SW240195567	Baylands Pump 1 Svc	1,100.00	0.00	\$1,100.00
	XXXXX6408	03/12/2024	Portnov Computer School	6,705.00	02-01-24	Ling, Yun #24-06-501-02	6,705.00	0.00	\$13,410.00
				6,705.00	02-03-24	Perez, Rosa #24-06-201-04	6,705.00	0.00	
	XXXXX6409	03/12/2024	QOVO Solutions Inc	214.84	26-6954	Surveillance Support Mar 2024	214.84	0.00	\$214.84
	XXXXX6410	03/12/2024	Rachel-Anne Palacios	400.00	030424	Craft Presentation 3/4/2024	400.00	0.00	\$400.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX6411	03/12/2024	Rexel	736.62	S138824688.001	Supplies	736.62	0.00	\$736.62
	XXXXX6412	03/12/2024	Robin Pickel	1,673.10	RP2024JF	Yoga Classes 1/6-2/24/2024	1,673.10	0.00	\$1,673.10
	XXXXX6413	03/12/2024	Salas OBrien Engineers Inc	1,760.00	102401078	Smart Stn Electrical Jan 2024	1,760.00	0.00	\$1,760.00
	XXXXX6414	03/12/2024	San Jose Conservation Corps	14,388.92	INV0003	Glass Collection Jan 2024	14,388.92	0.00	\$14,388.92
	XXXXX6415	03/12/2024	SFO Reprographics	404.85	81475	Color Prints	404.85	0.00	\$3,026.47
				2,621.62	81598	Peery Park Color Prints	2,621.62	0.00	
	XXXXX6416	03/12/2024	SHI International Corp	16.55	B17748917	Adobe Acrobat Pro	16.55	0.00	\$16.55
	XXXXX6417	03/12/2024	Smarsh Inc	196.00	INV-156709	Archiving subscription Feb 2024	196.00	0.00	\$196.00
	XXXXX6418	03/12/2024	Solenis LLC	87,628.31	132562666	ZETAG 8819	87,628.31	0.00	\$87,628.31
	XXXXX6419	03/12/2024	Sonsray Machinery LLC	20,005.31	SWO030143-1	Emergency Repairs	20,005.31	0.00	\$20,005.31
	XXXXX6420	03/12/2024	Spartan Tool LLC	6,314.85	IN00140996	Supplies	6,314.85	0.00	\$6,314.85
	XXXXX6421	03/12/2024	Steven C Dolezal PhD	2,660.00	February 2024	Psychological Services	2,660.00	0.00	\$2,660.00
	XXXXX6422	03/12/2024	Suburban Propane	1,320.17	216640	1644-000448 Propane	1,320.17	0.00	\$1,320.17
	XXXXX6424	03/12/2024	Summit Uniforms LLC	356.56	7093	Uniforms	356.56	0.00	\$14,869.52
				97.34	7174	Uniforms	97.34	0.00	
				183.75	7175	Uniforms	183.75	0.00	
				21.88	7187	Uniforms	21.88	0.00	
				18.59	7237	Uniforms	18.59	0.00	
				194.69	7333	Uniforms	194.69	0.00	
				1,356.25	7416	Uniforms	1,356.25	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				479.06	7481B	Uniforms	479.06	0.00	
				15.31	7554B	Uniforms	15.31	0.00	
				312.81	7562	Uniforms	312.81	0.00	
				161.88	7598B	Uniforms	161.88	0.00	
				42.66	7607	Uniforms	42.66	0.00	
				189.22	7607B	Uniforms	189.22	0.00	
				20.78	7673	Uniforms	20.78	0.00	
				843.28	7686	Uniforms	843.28	0.00	
				75.47	7720	Uniforms	75.47	0.00	
				86.41	7773	Uniforms	86.41	0.00	
				390.47	7795	Uniforms	390.47	0.00	
				47.03	7879	Uniforms	47.03	0.00	
				630.00	7911	Uniforms	630.00	0.00	
				20.78	7992	Uniforms	20.78	0.00	
				94.06	8048	Uniforms	94.06	0.00	
				449.53	8065	Uniforms	449.53	0.00	
				194.69	8080	Uniforms	194.69	0.00	
				266.88	8091	Uniforms	266.88	0.00	
				1,097.03	8092C	Uniforms	1,097.03	0.00	
				899.06	8093	Uniforms	899.06	0.00	
				464.84	8095	Uniforms	464.84	0.00	
				919.84	8099	Uniforms	919.84	0.00	
				54.69	8100	Uniforms	54.69	0.00	
				1,083.91	8104	Uniforms	1,083.91	0.00	
				194.69	8132	Uniforms	194.69	0.00	
				420.00	8136	Uniforms	420.00	0.00	
				554.53	8254	Uniforms	554.53	0.00	
				246.09	8289	Uniforms	246.09	0.00	
				382.81	8318	Uniforms	382.81	0.00	
				420.00	8324	Uniforms	420.00	0.00	
				85.31	8326	Uniforms	85.31	0.00	
				630.00	8356	Uniforms	630.00	0.00	
				210.00	8369	Uniforms	210.00	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				102.81	8374	Uniforms	102.81	0.00	
				554.53	8390	Uniforms	554.53	0.00	
	XXXXX6425	03/12/2024	Talon Ecological Research Group	880.00	SU00020	Burrowing Owl Feb 2024	880.00	0.00	\$880.00
	XXXXX6426	03/12/2024	TaylorMade Golf Co Inc	519.84	37143876	Resale Merchandise	519.84	0.00	\$4,678.56
				4,158.72	37144040	Resale Merchandise	4,158.72	0.00	
	XXXXX6427	03/12/2024	The Labor Compliance Managers	8,455.00	Sunn-004	Labor Compliance Support Svc	8,455.00	0.00	\$8,455.00
	XXXXX6428	03/12/2024	TMT Enterprises Inc	2,167.55	19112	Supplies	2,167.55	0.00	\$4,341.56
				2,174.01	19186	Supplies	2,174.01	0.00	
	XXXXX6429	03/12/2024	Turf Star Inc	4,665.64	7323042-00	Supplies	4,665.64	0.00	\$4,665.64
	XXXXX6430	03/12/2024	U.S. Bank	105,123.37	WPCPScndry Treatmnt&Dw trng#05	UY-21-07	105,123.37	0.00	\$105,123.37
	XXXXX6431	03/12/2024	United Rentals (North America) Inc	3,305.40	172295268-061	Dump Truck 2/12-3/11/24	3,305.40	0.00	\$3,305.40
	XXXXX6432	03/12/2024	United Way of the Bay Area	37.00	052024	052024 Contributions	37.00	0.00	\$37.00
	XXXXX6433	03/12/2024	Unity Courier Service Inc	1,062.12	4510	C30508 Feb 2024 Svc	1,062.12	0.00	\$1,062.12
	XXXXX6434	03/12/2024	Univar Solutions USA Inc	6,539.39	51896949	SOD BISULFITE	6,539.39	0.00	\$6,539.39
	XXXXX6435	03/12/2024	University of California Santa Cruz	5,643.00	59348	Bilko, Olena #24-12-501-02	5,643.00	0.00	\$51,893.00
				5,611.50	59353	Ergen, Pinar #24-12-501-03	5,611.50	0.00	
				5,652.00	59354	Le, Amanda #24-12-501-05	5,652.00	0.00	
				3,375.00	59355	Li, Robyn #24-12-501-10	3,375.00	0.00	
				3,042.00	59356	Matevosyan, D #24-12-501-06	3,042.00	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				2,870.00	59358	Cura-Penos, A #22-12-501-102	2,870.00	0.00	
				5,445.00	59359	Manca, Misako 22-12-501-106	5,445.00	0.00	
				5,638.50	59361	Vail, Alison #22-12-501-100	5,638.50	0.00	
				5,638.50	59368	Do, Angela #22-12-501-108	5,638.50	0.00	
				3,037.50	59372	Lagunov, Roman 24-12-501-15	3,037.50	0.00	
				5,940.00	59375	Nur, Michele #24-12-501-12	5,940.00	0.00	
	XXXXX6436	03/12/2024	Viasyn	500.00	28282	March 2024 Services	500.00	0.00	\$500.00
	XXXXX6437	03/12/2024	Vortex Industries LLC	2,392.60	44-1730940	Steel Door Repairs	2,392.60	0.00	\$2,392.60
	XXXXX6438	03/12/2024	West Valley Engineering Inc	3,380.94	338338	Netto, Margaret W/E 2/18/24	3,380.94	0.00	\$9,015.84
				3,380.94	338562	Netto, Margaret W/E 2/25/24	3,380.94	0.00	
				2,253.96	338778	Netto, Margaret W/E 3/3/24	2,253.96	0.00	
	XXXXX6439	03/12/2024	William Paul White	190.00	240306	3/6/24 Sign Language Wkshop	190.00	0.00	\$190.00
	XXXXX6440	03/12/2024	Wilsey Ham	2,194.00	26005	On-Call Survey Svc Jan 2024	2,194.00	0.00	\$2,194.00
	XXXXX6441	03/12/2024	Young Rembrandts	2,262.00	60	Drawing Class 1/8-2/26/2024	2,262.00	0.00	\$2,262.00
	XXXXX6442	03/12/2024	First American Title	50,000.00	2024-FTHB-Bracamonte	Escrow 3819-110527-086	50,000.00	0.00	\$50,000.00
	XXXXX6443	03/12/2024	NOVAworks Foundation	30.00	052024	052024 NOVA Dues	30.00	0.00	\$30.00
	XXXXX6444	03/12/2024	State Water	120.00	B Moore_G1	Brianna Moore G1	120.00	0.00	\$120.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Resources Control Board		Exam Applic	Exam Appl			
	XXXXX6445	03/12/2024	Sunnyvale Public Safety Officers Assn	19,980.00	052024	052024 Association Dues	19,980.00	0.00	\$19,980.00
	XXXXX6446	03/12/2024	United States Postal Service	20,000.00	08050365-022924	Replenish Meter AC#08050365	20,000.00	0.00	\$20,000.00
	XXXXX6447	03/14/2024	Bay Area Air Quality Management District	30,000.00	Ltr dated 030524	Settlement of NOV A58384	30,000.00	0.00	\$30,000.00
	XXXXX6448	03/14/2024	Bill Wilson Center	6,555.00	90-2023-2	Grant Reimbursement for Q2 Oct-Dec 2023	6,555.00	0.00	\$6,555.00
	XXXXX6449	03/14/2024	Child Advocates of Silicon Valley	7,872.27	93-2023-2	Grant Reimbursement for Q2 Oct-Dec 2023	7,872.27	0.00	\$7,872.27
	XXXXX6450	03/14/2024	Emergency Medical Services Authority	75.00	27680-2305	Licenses	75.00	0.00	\$335.00
				260.00	27680-2306	Licenses	260.00	0.00	
	XXXXX6451	03/14/2024	FutureFit AI US Inc	75,000.00	02152301.	Licensing - 06/01/2023	75,000.00	0.00	\$75,000.00
	XXXXX6452	03/14/2024	State Water Resources Control Board	150.00	H Nguyen_G3 Renewal Applic	Huey Nguyen G3 Cert Renew	150.00	0.00	\$150.00
	XXXXX6453	03/14/2024	A Tool Shed Inc	739.20	1570788W-4	Forklift for Ops-Totes	739.20	0.00	\$739.20
	XXXXX6454	03/14/2024	Acme Scale Co	1,095.00	0104066-IN	FPO#ESD012424	1,095.00	0.00	\$2,190.00
				1,095.00	0104194-IN	FPO#ESD012424	1,095.00	0.00	
	XXXXX6455	03/14/2024	Advanced Chemical Transport Inc	4,421.64	541910	Disposal of wastewater	4,421.64	0.00	\$4,421.64
	XXXXX6456	03/14/2024	Amazon Capital Services Inc	17.19	119P-1WWW-4FX1	Jose Carrillo	17.19	0.00	\$725.54
				43.20	13KJ-QY94-744Y	Walter Buczeke	43.20	0.00	
				-28.35	17RH-WLJT-3NXC	Credit invoice 1QKR-917D-4DW9	-28.35	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				43.60	19KD-VF4W-TJRR	Nan Choi	43.60	0.00	
				15.18	1C3F-YTKJ-DFCP	Nan Choi	15.18	0.00	
				32.73	1DVN-H6JD-64X1	Claire Garcia	32.73	0.00	
				45.94	1F1J-NTGD-GYFQ	Rebecca Elizondo	45.94	0.00	
				27.10	1GV4-4FFR-GYGJ	Devin Diazoni	27.10	0.00	
				21.81	1JWK-99RX-DJL1	Grace Lo	21.81	0.00	
				60.62	1LXY-PH3D-13GP	Nan Choi	60.62	0.00	
				27.80	1QJ4-JMX9-4F19	Julie Jensen	27.80	0.00	
				30.54	1TPH-7X4T-9YW3	Devin Diazoni	30.54	0.00	
				73.06	1V6Y-YV9H-7R44	Reiko Yoshidome	73.06	0.00	
				315.12	1Y74-L4GJ-4XDL	Nathan Truitt	315.12	0.00	
	XXXXX6457	03/14/2024	American Truck & Bus Driving School	3,500.00	INV0336	Class B driving license courses - Jose Colin	3,500.00	0.00	\$3,500.00
	XXXXX6458	03/14/2024	AppleOne Employment Services	451.00	01-6824949	Weekend 02/24/2024 Fleet	451.00	0.00	\$2,674.34
				750.05	01-6824950	Weekend 02/24/2024 ITD	750.05	0.00	
				699.05	01-6830482	Weekend 03/02/2024 Fleet	699.05	0.00	
				774.24	01-6830483	Weekend 03/02/2024 ITD	774.24	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX6459	03/14/2024	Applied Industrial Technologies	170.65	7029085771	Throttle body shaft seals	170.65	0.00	\$170.65
	XXXXX6460	03/14/2024	AT&T	27,356.11	000021114673	BAN 9391023729	27,356.11	0.00	\$27,356.11
	XXXXX6461	03/14/2024	Bay Alarm	348.63	21181303	Security Service 03/01/24 - 05/31/24	348.63	0.00	\$1,009.11
				660.48	21196524	Fees & Services 03/01/24 - 05/31/24	660.48	0.00	
	XXXXX6462	03/14/2024	Bay Area PL Services	832.00	19997	Phlebotomy Feb. 2024	832.00	0.00	\$832.00
	XXXXX6463	03/14/2024	Bear Electrical Solutions Inc	6,431.00	21877	Wolfe Rd SL Circuit Svc	6,431.00	0.00	\$6,431.00
	XXXXX6464	03/14/2024	Big Ass Fans	1,770.53	10289000	FPO# FY24-113	1,770.53	0.00	\$1,770.53
	XXXXX6465	03/14/2024	California Building Officials	640.00	17361	Training/Conferences	640.00	0.00	\$640.00
	XXXXX6466	03/14/2024	California Newspapers Partnership	300.00	0006805276020224	AC# 2080321, stmt 0001405740	300.00	0.00	\$836.00
				50.00	0006805276022324	AC# 2080321 stmt 0001405740	50.00	0.00	
				486.00	0006809087	AC# 2080321, stmt 0001405740	486.00	0.00	
	XXXXX6467	03/14/2024	Caltest Analytical Laboratory	299.25	717076	Lab Analysis	299.25	0.00	\$593.75
				294.50	717650	Lab analysis	294.50	0.00	
	XXXXX6468	03/14/2024	Carbonic Service Inc	289.88	559786	CO2	289.88	0.00	\$538.00
				248.12	566170	CO2	248.12	0.00	
	XXXXX6469	03/14/2024	Cintas Loc #38K	12.19	4168446196	Uniforms - Golf	12.19	0.00	\$24.38
				12.19	4169167637	Uniforms - Golf	12.19	0.00	
	XXXXX6470	03/14/2024	Civica Law Group APC	780.00	12453	Services Feb. 2024	780.00	0.00	\$780.00
	XXXXX6471	03/14/2024	County of Santa Clara	8,469.14	15020857	Client Acct# 304154	8,469.14	0.00	\$8,469.14
	XXXXX6472	03/14/2024	Dave Bang Associates	3,513.30	CA55350	Playworld	3,513.30	0.00	\$3,513.30

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Inc of California						
	XXXXX6473	03/14/2024	EH Wachs	17,331.57	INV224003	Diamond Wire Packages	17,331.57	0.00	\$17,331.57
	XXXXX6474	03/14/2024	ESA	4,800.84	193807	Services January 2024	4,800.84	0.00	\$4,800.84
	XXXXX6475	03/14/2024	Ethosoft Inc	1,180.00	2001	Services	1,180.00	0.00	\$1,180.00
	XXXXX6476	03/14/2024	FedEx	146.69	8-417-66348	AC# Number 1038-8072-6	146.69	0.00	\$146.69
	XXXXX6477	03/14/2024	Fisher Scientific Co LLC	139.15	0285686	Parts Order H40474375	139.15	0.00	\$317.31
				178.16	0285687	Parts Order H40594542	178.16	0.00	
	XXXXX6478	03/14/2024	Gardenland Power Equipment	1,227.88	1067742	Equipments	1,227.88	0.00	\$3,946.22
				1,148.28	1072938	Misc. parts	1,148.28	0.00	
				104.89	1073681	Misc. parts	104.89	0.00	
				529.16	1073683	Misc. parts	529.16	0.00	
				936.01	1073691	Misc. parts	936.01	0.00	
	XXXXX6479	03/14/2024	Golden Gate Mechanical, Inc.	307.50	35047	Diagnose & Repair Heat Pump	307.50	0.00	\$307.50
	XXXXX6480	03/14/2024	Grainger	11,076.70	7118822779	AC# 858611387 - WPCP	11,076.70	0.00	\$11,405.33
				328.63	9673671906	Utility Cart	328.63	0.00	
	XXXXX6481	03/14/2024	Hach Co Inc	844.09	13944746	Chlorine	844.09	0.00	\$844.09
	XXXXX6482	03/14/2024	HASA Inc	14,166.17	945011	Liquichlor	14,166.17	0.00	\$14,166.17
	XXXXX6483	03/14/2024	HD Supply Facilities Maintenance LTD	1,684.75	INV00292110	Chlorine	1,684.75	0.00	\$1,684.75
	XXXXX6484	03/14/2024	IDEXX Distribution Inc	467.85	3146849710	Lab Supplies	467.85	0.00	\$467.85
	XXXXX6485	03/14/2024	Imperial Dade	506.74	16089262	Supplies	506.74	0.00	\$506.74

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX6486	03/14/2024	Intex Auto Parts	781.61	2-90244-20	Misc. parts	781.61	0.00	\$781.61
	XXXXX6487	03/14/2024	Itsuko Suzuki	156.00	5463	Reimb: Transportation Therapeutic Services Dec. 2023	156.00	0.00	\$156.00
	XXXXX6488	03/14/2024	Keller Supply Company	444.67	S022533634.001	Supplies	444.67	0.00	\$444.67
	XXXXX6489	03/14/2024	Krystal Ruddy	360.00	206	Marketing Consulting Services	360.00	0.00	\$360.00
	XXXXX6490	03/14/2024	L N Curtis & Sons Inc	58.49	INV798262	Supplies	58.49	0.00	\$58.49
	XXXXX6491	03/14/2024	Lawson Products Inc	569.58	9311358153	Supplies	574.87	5.29	\$569.58
	XXXXX6492	03/14/2024	Maria Barcelata Long	585.00	1	Translations Dec 2023, Jan and Feb 2024	585.00	0.00	\$585.00
	XXXXX6493	03/14/2024	Mountain View Garden Center	277.12	115154	Supplies	277.12	0.00	\$277.12
	XXXXX6494	03/14/2024	Municipal Resource Group LLC	975.00	240327	Investigation Thru 2/29/24	975.00	0.00	\$6,337.50
				5,362.50	240329	Investigation Thru 2/29/24	5,362.50	0.00	
	XXXXX6495	03/14/2024	National CineMedia LLC	9,700.00	INV-225393	Theatre Advertising 2/9-5/9/24	9,700.00	0.00	\$9,700.00
	XXXXX6496	03/14/2024	New Horizons Learning Group	6,750.00	9236	Training: Monasterio, Jaqueline	6,750.00	0.00	\$6,750.00
	XXXXX6497	03/14/2024	Oak Creek LLC	2,056.25	1004	On-Call Engineering Svc	2,056.25	0.00	\$2,056.25
	XXXXX6498	03/14/2024	ODP Business Solutions LLC (f/k/a Office Depot Business Solutions LLC)	77.92	358178042001	Stacy De Benedetti	77.92	0.00	\$77.92
	XXXXX6499	03/14/2024	Omega Engraving	18.50	14784	Name Badge: M	18.50	0.00	\$18.50

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						Srinivasan			
	XXXXX6500	03/14/2024	Pacific Crest Landscape and Maintenance	867.00	51264	Landscape Mtnce Feb 2024	867.00	0.00	\$867.00
	XXXXX6501	03/14/2024	Pacific Gas & Electric Co	1,170.64	0008276327-7	COO for Sp Fac@1444 Borregas WPCP Pwr Gen Facilities	1,170.64	0.00	\$1,448.73
				161.95	9129031168-6 0224	1382 Kifer Rd/Kifer Lift Station	161.95	0.00	
				116.14	9732283098-1 0224	Landfill & Recycle Center	116.14	0.00	
	XXXXX6502	03/14/2024	Park Consulting Group Inc	3,750.00	423	GIS Support Feb 2024	3,750.00	0.00	\$3,750.00
	XXXXX6503	03/14/2024	Pfeiffer Electric Co Inc	4,010.00	23399	1010 Morse Water Control Box	4,010.00	0.00	\$4,010.00
	XXXXX6504	03/14/2024	Pivot Interiors Inc	106,255.17	PJIN-000078623 Bal	Furniture & Workstations	106,255.17	0.00	\$386,353.68
				82,221.08	PJIN-000079289 Bal	City Hall 3rd Floor	82,221.08	0.00	
				96,703.30	PJIN-000080679 Bal	Workstations Inst & Furniture	96,703.30	0.00	
				951.85	PJIN-000083121 Bal	City Hall1/FI Basemen/Penthse	951.85	0.00	
				59,402.47	PJIN-000089967	DPS Building	59,402.47	0.00	
				40,819.81	PJIN-83270	City Hall Geiger Tables	40,819.81	0.00	
	XXXXX6505	03/14/2024	Polydyne Inc	37,950.00	1815937	CLARIFLOC WE-717	37,950.00	0.00	\$37,950.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX6506	03/14/2024	Priority 1 Public Safety Equipment	600.00	9621	Labor	600.00	0.00	\$6,934.00
				6,322.00	9636	Labor	6,322.00	0.00	
				12.00	Ck#10002623 9 Rtn Ck Fee	Positive Pay Exception	12.00	0.00	
	XXXXX6507	03/14/2024	Pro-Sweep Inc	4,095.00	344693	Plaza Del Sol Nov 2023	4,095.00	0.00	\$16,790.00
				4,095.00	346296	Plaza Del Sol Dec 2023	4,095.00	0.00	
				4,300.00	349405	Plaza Del Sol Feb 2024	4,300.00	0.00	
				4,300.00	351003	Plaza Del Sol March 2024	4,300.00	0.00	
	XXXXX6508	03/14/2024	Questica Ltd	97,482.95	INV115651	Maintenance 7/17/23-7/16/24	97,482.95	0.00	\$97,482.95
	XXXXX6509	03/14/2024	Rexel	6,219.86	S138938579. 001	Supplies	6,219.86	0.00	\$6,219.86
	XXXXX6510	03/14/2024	Safety Center Inc	2,200.00	5964851252	Traffic control & flagging training	2,200.00	0.00	\$2,200.00
	XXXXX6511	03/14/2024	San Francisco Bay Bird Observatory	1,902.80	3115	Avian Botulism Prog Feb 2024	1,902.80	0.00	\$1,902.80
	XXXXX6512	03/14/2024	SFO Reprographics	65.48	81611	PVC Direct Printing	65.48	0.00	\$65.48
	XXXXX6513	03/14/2024	Shadan Mirabedi	350.00	0000004	3/10/24 Presentation	350.00	0.00	\$350.00
	XXXXX6514	03/14/2024	Silicon Valley Leadership	1,166.65	FY2023-24 Q2	SVL Reimbursement FY24 Q2	1,166.65	0.00	\$1,166.65
	XXXXX6515	03/14/2024	SiteOne Landscape Supply LLC	5,709.37	138007158-001	Supplies	5,709.37	0.00	\$5,709.37
	XXXXX6516	03/14/2024	South Bay Regional Public Safety	399.00	162934INV	Fire Instructor II 5/20-23/24	399.00	0.00	\$399.00
	XXXXX6517	03/14/2024	Spectraturf	6,254.00	18261	Wiser Park Repairs	6,254.00	0.00	\$6,254.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX6518	03/14/2024	Springshare LLC	5,286.00	24-R1843	Subscription 5/1/24-4/30/25	5,286.00	0.00	\$5,286.00
	XXXXX6519	03/14/2024	Sunpower Corporations System	404.50	BLDG-2022-4758	Refund: 736 S Mary Av permit	404.50	0.00	\$404.50
	XXXXX6520	03/14/2024	The Sourcing Group LLC	2,876.67	596053	Job Fair Mailing	2,876.67	0.00	\$2,876.67
	XXXXX6521	03/14/2024	Thuvan Vo	98.16	24-084.	Textbook: VLSI Test Principles and Architectures	98.16	0.00	\$98.16
	XXXXX6522	03/14/2024	Tripepi, Smith and Associates Inc	422.50	11826	ESD Proj Contact IzzyRoberge	422.50	0.00	\$422.50
	XXXXX6523	03/14/2024	TRISTAR Risk Management	841.23	119825	Workers Comp Feb 2024	841.23	0.00	\$841.23
	XXXXX6524	03/14/2024	University of California Santa Cruz	4,833.00	59349	Chiang, Albert #22-12-501-104	4,833.00	0.00	\$42,972.50
				3,798.00	59357	Tran, Toan #24-12-501-11	3,798.00	0.00	
				5,292.00	59360	Ng, Jacqueline #24-12-501-01	5,292.00	0.00	
				296.00	59362	Milota, Andre #22-12-501-48	296.00	0.00	
				750.00	59363	Spreadbury, M #22-12-501	750.00	0.00	
				363.50	59364	Wen, Bobby #22-12-501-39	363.50	0.00	
				539.50	59365	Silva, Eliana #22-12-201-25	539.50	0.00	
				2,373.00	59366	Kojima, Yoko #22-12-2064-28	2,373.00	0.00	
				5,643.00	59369	Haug, Wilson #24-12-501-09	5,643.00	0.00	
				5,292.00	59370	Kudar, Katrina #24-	5,292.00	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						12-501-14			
				5,665.50	59371	Kwan, Nancy #24-12-501-19	5,665.50	0.00	
				4,855.50	59373	Nguyen, H #24-12-501-18	4,855.50	0.00	
				3,271.50	59374	Ni, Jingbo #24-12-501-08	3,271.50	0.00	
	XXXXX6525	03/14/2024	Valbridge Property Advisors	4,000.00	34335	Property Appraisal	4,000.00	0.00	\$4,000.00
	XXXXX6526	03/14/2024	Viking Shred LLC	3,925.00	51139347	Shred Event	3,925.00	0.00	\$3,925.00
	XXXXX6527	03/14/2024	VWR International LLC	70.82	8815387342	Supplies	70.82	0.00	\$1,276.38
				47.41	8815406367	Supplies	47.41	0.00	
				1,158.15	8815427095	Supplies	1,158.15	0.00	
	XXXXX6528	03/14/2024	WEX Health Inc	1,757.25	0001874578-IN	Dec 2023 Services	1,757.25	0.00	\$3,298.57
				1,541.32	0001905462-IN	Feb 2024 Services	1,541.32	0.00	
	XXXXX6529	03/14/2024	Winsupply of Silicon Valley	136.90	048545 01	Supplies	139.46	2.56	\$136.90
	XXXXX6530	03/14/2024	Witmer Tyson Imports Inc	750.00	T15355	K-9 Maintenance Feb 2024	750.00	0.00	\$750.00
	XXXXX6531	03/14/2024	Yamaha Golf Cars of California Inc	107.12	L48457	Holder	107.12	0.00	\$253.77
				146.65	L49669	Repair Labor	146.65	0.00	
	XXXXX6532	03/14/2024	Yasuhiro Hamano	78.00	5506	Reimb: Transportation Therapeutic Services Dec. 2023	78.00	0.00	\$78.00
EFT	XXXXX2801	03/14/2024	Xi Jiang	56.20	EXP0000556 23863	MISC_Mileage Report_Sept 2023	56.20	0.00	\$56.20
	XXXXX2802	03/14/2024	Anais Martinez Aquino	34.00	EXP0000523 83073	Attend United States District Court Hearing -Travel	34.00	0.00	\$34.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXXX2803	03/14/2024	Leopoldo Sanchez Junior	178.25	EXP0000618 99817	Travel Palo Alto 121124	178.25	0.00	\$283.25
				105.00	EXP0000618 99847	Travel Dublin 071123	105.00	0.00	
	XXXXX2804	03/14/2024	Steven N Char	184.88	EXP0000591 47869	Misc Boot Reimbursement 020524	184.88	0.00	\$184.88
	XXXXXX2805	03/14/2024	Daniel L Moskowitz	188.56	EXP0000620 23980	Travel Louisville 022824	188.56	0.00	\$188.56
	XXXXXX2806	03/14/2024	Ramana Chinnakotla	58.97	EXP0000621 31469	Misc Krispy Kreme 3.6.2024 and 3.7.2024 RC	58.97	0.00	\$58.97
	XXXXXX2807	03/14/2024	Kira N Ochoa	153.00	EXP0000618 99482	Travel San Diego 090523	153.00	0.00	\$153.00
	XXXXXX2808	03/14/2024	Danny James Le	500.00	EXP0000621 31178	Misc Vest Reimbursement 022724	500.00	0.00	\$500.00
WIRE	XXXXXX2605	03/12/2024	Carl Warren & Company	25,213.56	3-11-24 replenishment	Liability trust account replenishment WR date 3/11/2024	25,213.56	0.00	\$25,213.56
	XXXXXX2606	03/12/2024	Keenan & Associates	94,037.81	2/16/2024 - 2/29/2024	Trust Replenish 2/16-29/2024 Wire Date 3/7/2024	94,037.81	0.00	\$94,037.81
	XXXXXX2607	03/12/2024	MP Sonora Court Associates LP	3,110,946.60	2-1178 Sonora Construction Draw #1	1178 Sonora Construction Draw #1 - WR date 3/7/2024	3,110,946.60	0.00	\$3,110,946.60
	XXXXXX2800	03/14/2024	Bay Counties SMaRT	1,511,750.92	Bay Counties Jan 2024	Jan 2024 invoice WR date 3/13/2024	1,511,750.92	0.00	\$1,511,750.92
Grand Total				6,848,256.71			6,848,264.56	7.85	\$6,848,256.71

City of Sunnyvale

LIST # 225

**List of All Claims and Bills Approved for Payment
For Payments Dated 03/17/2024 through 03/23/2024**

Sorted by Payment Type, Payment Number and Invoice Number

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
CHECK	XXXXX6534	03/19/2024	Sunnyvale United Methodist Church	8,800.75	91-2023-2	Ag#2324-827550 Oct-Dec 23	8,800.75	0.00	\$8,800.75
	XXXXX6535	03/19/2024	YWCA Golden Gate Silicon Valley	5,848.18	94-2023-2	Ag#2324-827550 Oct-Dec 23	5,848.18	0.00	\$5,848.18
	XXXXX6536	03/19/2024	AAA Speedy Smog Test Only Station	60.00	037113	smog testing	60.00	0.00	\$660.00
				60.00	037114	smog testing	60.00	0.00	
				60.00	037118	smog testing	60.00	0.00	
				60.00	037120	smog testing	60.00	0.00	
				60.00	037133	smog testing	60.00	0.00	
				60.00	037135	smog testing	60.00	0.00	
				60.00	037137	smog testing	60.00	0.00	
				60.00	037143	smog testing	60.00	0.00	
				60.00	037144	smog testing	60.00	0.00	
				60.00	037152	smog testing	60.00	0.00	
				60.00	037157	smog testing	60.00	0.00	
	XXXXX6538	03/19/2024	Aantex Pest Control	120.00	564097	Pest Control	120.00	0.00	\$2,221.00
				110.00	564098	Pest Control	110.00	0.00	
				90.00	564099	Pest Control	90.00	0.00	
				95.00	564100	Pest Control	95.00	0.00	
				95.00	564101	Pest Control	95.00	0.00	
				95.00	564102	Pest Control	95.00	0.00	
				95.00	564103	Pest Control	95.00	0.00	
				95.00	564104	Pest Control	95.00	0.00	
				95.00	564105	Pest Control	95.00	0.00	
				70.00	564106	Pest Control	70.00	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				70.00	564107	Pest Control	70.00	0.00	
				70.00	564108	Pest Control	70.00	0.00	
				55.00	564109	Pest Control	55.00	0.00	
				55.00	564110	Pest Control	55.00	0.00	
				55.00	564111	Pest Control	55.00	0.00	
				55.00	564112	Pest Control	55.00	0.00	
				55.00	564113	Pest Control	55.00	0.00	
				55.00	564114	Pest Control	55.00	0.00	
				63.00	564115	Pest Control	63.00	0.00	
				95.00	564117	Pest Control	95.00	0.00	
				63.00	564118	Pest Control	63.00	0.00	
				87.00	564119	Pest Control	87.00	0.00	
				150.00	564120	Pest Control	150.00	0.00	
				85.00	564122	Pest Control	85.00	0.00	
				88.00	564124	Pest Control	88.00	0.00	
				95.00	564134	Pest Control	95.00	0.00	
				65.00	564135	Pest Control	65.00	0.00	
	XXXXX6539	03/19/2024	Aaron's Pumping Inc	395.00	AIP838	Pump Grease Interceptor	395.00	0.00	\$395.00
	XXXXX6540	03/19/2024	Acme Boiler & Water Heating Co	992.50	231216	Water Heater Repair	992.50	0.00	\$3,465.00
				1,075.00	231217	Water Heater Repair	1,075.00	0.00	
				1,397.50	231218	Water Heater Repair	1,397.50	0.00	
	XXXXX6541	03/19/2024	Acushnet Company	-2,542.50	300444283	Against Inv#915019690/9149 26874	-2,542.50	0.00	\$1,851.83
				1,807.10	916893035	Golf Store	1,807.10	0.00	
				-307.50	916905739	Holiday Promotion	-307.50	0.00	
				258.40	917162414	Golf Store	258.40	0.00	
				51.62	917168302	Golf Store	51.62	0.00	
				474.32	917221837	Supplies	474.32	0.00	
				2,287.24	917229580	Supplies	2,287.24	0.00	
				-307.50	917251897	Net down credit o	-307.50	0.00	
				130.65	917321768	Golf Store	133.14	2.49	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX6542	03/19/2024	Advanced Chemical Transport Inc	645.39	527721	Work Order 475701	645.39	0.00	\$1,290.78
				645.39	547308	Work order 494636	645.39	0.00	
	XXXXX6543	03/19/2024	Airgas Inc	212.55	5505716603	Rent Cyl Med Large Oxygen	212.55	0.00	\$212.55
	XXXXX6544	03/19/2024	Alysa Cisneros	3,213.65	PR Reissue_Alysa Cisneros	To reissue uncashed checks 300388838, 300389205, and 300389271	3,213.65	0.00	\$3,213.65
	XXXXX6545	03/19/2024	Amazon Capital Services Inc	300.96	11XV-KY9K-3JXY	Rodney Wilson	300.96	0.00	\$1,711.67
				46.38	16KR-Q6CC-3LK4	Rene Huerta	46.38	0.00	
				75.04	1C46-LW4N-6174	Anjelene Manzanares	75.04	0.00	
				104.07	1HQT-XTC9-34V4	Heather Ponce	104.07	0.00	
				431.68	1M67-CYQN-MXDR	Rene Huerta	431.68	0.00	
				-73.06	1NRD-KFGN-D4Y7	Credit inv 1V6Y-YV9H-7R44	-73.06	0.00	
				78.56	1QFL-7TLT-7WLQ	Terri Furton	78.56	0.00	
				28.35	1QKR-917D-4DW9	Reiko Yoshidome	28.35	0.00	
				364.99	1RHC-16JT-DLGJ	Rebecca Elizondo	364.99	0.00	
				290.49	1TPH-7X4T-7NK9	Rebecca Elizondo	290.49	0.00	
				18.40	1V7M-PCPV-3MNJ	Anjelene Manzanares	18.40	0.00	
				45.81	1X3P-GKFD-C64F	Jaime Hernandez	45.81	0.00	
	XXXXX6546	03/19/2024	Anderson Brule	6,532.40	20.0401.0-43	Bid Package and	6,532.40	0.00	\$6,532.40

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Architects Inc			Furniture			
	XXXXX6547	03/19/2024	Aquatic Design Group Inc	1,345.00	32610	Columbia Middle School Pool	1,345.00	0.00	\$1,345.00
	XXXXX6548	03/19/2024	Arco Gas Station #7084	59.99	5010045	Gas Feb. 2024	59.99	0.00	\$59.99
	XXXXX6549	03/19/2024	Asian Americans for Community Involvement of Santa Clara County Inc	262.50	F25-ARPA-01/2024	Classes	262.50	0.00	\$962.50
				700.00	F25-ARPA-02/2024	Classes	700.00	0.00	
	XXXXX6550	03/19/2024	Bay Area Tree Specialists	14,400.00	10049841	Remove fronds and leaves	14,400.00	0.00	\$14,400.00
	XXXXX6551	03/19/2024	Belkorp AG LLC	631.70	949351	Misc. parts	631.70	0.00	\$1,041.74
				410.04	953694	Misc.parts	410.04	0.00	
	XXXXX6552	03/19/2024	Bruce Barton Pump Service, Inc	401.32	0114946-IN	Labor & Materials	401.32	0.00	\$401.32
	XXXXX6553	03/19/2024	BSA Environmental Services Inc	2,665.00	COS 24-01	Supplies	2,665.00	0.00	\$5,545.00
				2,880.00	COS 24-02	Supplies	2,880.00	0.00	
	XXXXX6554	03/19/2024	BSI America Professional Services Inc	1,020.00	93992	EHS Support	1,020.00	0.00	\$4,520.00
				3,500.00	93993	February 2024 Inspection	3,500.00	0.00	
	XXXXX6555	03/19/2024	Burtons Fire Inc	1,053.46	S63403	Misc. parts	1,053.46	0.00	\$5,950.95
				4,897.49	W81749	Misc. parts	4,897.49	0.00	
	XXXXX6556	03/19/2024	Callander Associates Landscape Architecture	12,833.85	21051-9	Sunnyvale Median Renovation	12,833.85	0.00	\$13,583.85
				750.00	21057-26	Plaza del Sol Improvements	750.00	0.00	
	XXXXX6557	03/19/2024	Central Computer	436.46	4731024-01	Replacement Battery Cartridge	436.46	0.00	\$436.46
	XXXXX6558	03/19/2024	Chang Tai Do Karate & Fitness	5,732.40	CTD2024JF	Karate Classes and Camps	5,732.40	0.00	\$5,732.40
	XXXXX6559	03/19/2024	Coast Counties Peterbilt	147.96	01205286P	Misc. parts	147.96	0.00	\$263.68
				115.72	01205383P	Misc. parts	115.72	0.00	
	XXXXX6560	03/19/2024	D W Nicholson Corp	14,644.00	20351	FENCING	14,644.00	0.00	\$14,644.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						MODIFICATION			
	XXXXX6561	03/19/2024	Electro-Motion Inc	2,483.49	40037562	Misc. parts & labor	2,483.49	0.00	\$4,966.98
				2,483.49	40038581	Misc. parts & labor	2,483.49	0.00	
	XXXXX6562	03/19/2024	Empire Safety & Supply	76.28	0123089-IN	Supplies	76.28	0.00	\$1,465.99
				1,389.71	0123135-IN	Exam Gloves	1,389.71	0.00	
	XXXXX6563	03/19/2024	Euphrat Museum of Art	4,860.00	286	1st Quarter FY 23-24	4,860.00	0.00	\$4,860.00
	XXXXX6564	03/19/2024	Ewing Irrigation Products Inc	1,771.86	21685060	Supplies	1,771.86	0.00	\$1,771.86
	XXXXX6565	03/19/2024	Farella Braun & Martel LLP	2,220.00	399033	Legal Fees through 02 29 24	2,220.00	0.00	\$2,520.00
				300.00	399035	Legal Fees through 02 29 24	300.00	0.00	
	XXXXX6566	03/19/2024	Ferguson US Holdings Inc	3,072.96	1733238-1	Parts	3,072.96	0.00	\$30,729.42
				84.58	1833561	Parts	84.58	0.00	
				21,874.45	1833819	Parts	21,874.45	0.00	
				5,697.43	1833823	Parts	5,697.43	0.00	
	XXXXX6567	03/19/2024	FitGuard Inc	145.00	0000211716	Services March 2024	145.00	0.00	\$416.40
				271.40	0000211745	Maintenance Visit & Wipes	271.40	0.00	
	XXXXX6568	03/19/2024	FleetPride Inc	20.99	114874040	Misc.parts	20.99	0.00	\$110.97
				89.98	114970521	Misc. parts	89.98	0.00	
	XXXXX6569	03/19/2024	Foster Bros Security Systems Inc	16.55	4706	Cylinder Rekey and Parts	16.55	0.00	\$16.55
	XXXXX6570	03/19/2024	Galen Davis	434.00	G. Davis TAR	Reimb: meal & transp. 2024 PC Academy	434.00	0.00	\$434.00
	XXXXX6571	03/19/2024	Gardenland Power Equipment	6,890.56	1075639	EDGER, 4 HP HONDA ENG	6,890.56	0.00	\$7,258.44
				113.64	1078070	Misc. parts	113.64	0.00	
				167.89	1080144	Misc. parts	167.89	0.00	
				86.35	1080149	Misc. parts	86.35	0.00	
	XXXXX6572	03/19/2024	Ghirardelli Associates	898.44	19110.000-51	Fair Oaks Bridge	898.44	0.00	\$898.44

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Inc			Rehab			
	XXXXX6573	03/19/2024	Gigantic Idea Studio Inc	5,534.10	INV-4189	Sunnyvale Outreach Projects	5,534.10	0.00	\$5,534.10
	XXXXX6574	03/19/2024	Glass America California	411.15	6427710	back window glass	411.15	0.00	\$411.15
	XXXXX6575	03/19/2024	Grainger	64.73	7118824791	AC# 883745200	64.73	0.00	\$64.73
	XXXXX6576	03/19/2024	Group 4 Architecture Research + Planning Inc	97,965.31	12056	Sunnyvale Main Library	97,965.31	0.00	\$97,965.31
	XXXXX6577	03/19/2024	Hefner Stark & Marois LLP	382.50	8327.0002-26	Legal services Feb. 2024	382.50	0.00	\$382.50
	XXXXX6578	03/19/2024	Hoya Vision	141.97	02709200	Safety Glasses	141.97	0.00	\$938.56
				141.97	02709202	Safety Glasses	141.97	0.00	
				185.33	02709205	Safety Glasses	185.33	0.00	
				185.33	02709207	Safety Glasses	185.33	0.00	
				141.98	02726606	Safety Glasses	141.98	0.00	
				141.98	02726612	Safety Glasses	141.98	0.00	
	XXXXX6579	03/19/2024	Humane Society Silicon Valley	12,468.48	INV442	Feb 2024 Contract Svc's	12,468.48	0.00	\$12,468.48
	XXXXX6580	03/19/2024	HydroScience Engineers Inc	37,183.02	262028003	Levee Repair	37,183.02	0.00	\$66,365.15
				29,182.13	262029002	Levee Repair	29,182.13	0.00	
	XXXXX6581	03/19/2024	ICOM Mechanical Inc	490.00	537738	Service Call	490.00	0.00	\$490.00
	XXXXX6582	03/19/2024	Intex Auto Parts	376.34	2-91532-21	Parts	376.34	0.00	\$376.34
	XXXXX6583	03/19/2024	Jarvis Fay LLP	1,140.00	18641	Legal Services Feb 2024	1,140.00	0.00	\$1,140.00
	XXXXX6584	03/19/2024	Javelco Equipment Service Inc	219.69	61310	Parts and Labor	219.69	0.00	\$930.92
				254.34	61337	Parts and Labor	254.34	0.00	
				9.48	61347	Misc.parts	9.48	0.00	
				42.46	61353	Misc. parts	42.46	0.00	
				144.83	61357	Misc. parts	144.83	0.00	

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				260.12	61360	Misc. parts	260.12	0.00	
	XXXXX6585	03/19/2024	Kelly Spicers Stores	938.15	70011349	Stores Inventory	938.15	0.00	\$938.15
	XXXXX6586	03/19/2024	Larry Hopkins Honda	35.76	44452	Parts	35.76	0.00	\$35.76
	XXXXX6587	03/19/2024	Lozano Sunnyvale Car Wash	1,025.00	48	Carwash Dec 2023	1,025.00	0.00	\$2,825.00
				775.00	49	Carwash Jan 2024	775.00	0.00	
				1,025.00	50	Carwash Feb 2024	1,025.00	0.00	
	XXXXX6588	03/19/2024	Martin Pyne	312.08	M. Pyne TAR	Reimb: Meal & ground transp.	312.08	0.00	\$312.08
	XXXXX6589	03/19/2024	Mission Valley Ford Truck Sales Inc	1,903.45	787070	Parts	1,903.45	0.00	\$2,401.86
				81.80	787085	Parts	81.80	0.00	
				416.61	787138	Parts	416.61	0.00	
	XXXXX6590	03/19/2024	MSI Fuel Management Inc	875.00	5840	UST Inspection March 2024	875.00	0.00	\$875.00
	XXXXX6591	03/19/2024	Myers Tire Supply Co	30.59	41402313	Parts	30.59	0.00	\$30.59
	XXXXX6594	03/19/2024	NAPA Auto Parts	15.34	5983-905706	Parts	15.34	0.00	\$5,685.06
				237.47	5983-905713	Parts	237.47	0.00	
				21.14	5983-905919	Parts	21.14	0.00	
				52.79	5983-906035	Parts	52.79	0.00	
				53.39	5983-906300	Parts	53.39	0.00	
				8.17	5983-906326	Parts	8.17	0.00	
				119.24	5983-906386	Parts	119.24	0.00	
				4.45	5983-906428	Parts	4.45	0.00	
				7.42	5983-906673	Parts	7.42	0.00	
				21.42	5983-906727	Parts	21.42	0.00	
				42.34	5983-906845	Parts	42.34	0.00	
				18.54	5983-906976	Parts	18.54	0.00	
				47.86	5983-907026	Parts	47.86	0.00	
				26.81	5983-907037	Parts	26.81	0.00	
				59.35	5983-907121	Parts	59.35	0.00	
				136.08	5983-907256	Parts	136.08	0.00	

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				28.35	5983-907301	Parts	28.35	0.00	
				61.07	5983-907378	Parts	61.07	0.00	
				19.64	5983-907477	Parts	19.64	0.00	
				281.27	5983-907607	Parts	281.27	0.00	
				173.41	5983-907666	Parts	173.41	0.00	
				169.41	5983-907667	Parts	169.41	0.00	
				338.82	5983-907872	Parts	338.82	0.00	
				39.29	5983-907873	Parts	39.29	0.00	
				54.93	5983-908002	Parts	54.93	0.00	
				26.56	5983-908003	Parts	26.56	0.00	
				43.76	5983-908192	Parts	43.76	0.00	
				256.47	5983-908228	Parts	256.47	0.00	
				34.90	5983-908229	Parts	34.90	0.00	
				89.50	5983-908271	Parts	89.50	0.00	
				35.44	5983-908341	Parts	35.44	0.00	
				25.09	5983-908342	Parts	25.09	0.00	
				12.37	5983-908370	Parts	12.37	0.00	
				101.39	5983-908485	Parts	101.39	0.00	
				39.09	5983-908486	Parts	39.09	0.00	
				68.72	5983-908544	Parts	68.72	0.00	
				104.74	5983-908649	Parts	104.74	0.00	
				40.35	5983-908759	Parts	40.35	0.00	
				40.35	5983-908764	Parts	40.35	0.00	
				40.35	5983-908765	Parts	40.35	0.00	
				40.35	5983-908768	Parts	40.35	0.00	
				123.29	5983-908792	Parts	123.29	0.00	
				100.35	5983-908794	Parts	100.35	0.00	
				63.27	5983-908978	Parts	63.27	0.00	
				161.09	5983-908985	Parts	161.09	0.00	
				603.53	5983-909029	Parts	603.53	0.00	
				157.14	5983-909030	Parts	157.14	0.00	
				20.76	5983-909035	Parts	20.76	0.00	
				80.63	5983-909039	Parts	80.63	0.00	

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				42.69	5983-909040	Parts	42.69	0.00	
				37.08	5983-909285	Parts	37.08	0.00	
				511.04	5983-909316	Parts	511.04	0.00	
				117.86	5983-909317	Parts	117.86	0.00	
				511.04	5983-909318	Parts	511.04	0.00	
				117.86	5983-909319	Parts	117.86	0.00	
	XXXXX6595	03/19/2024	Orlandi Trailer Inc	886.18	222949	Parts	886.18	0.00	\$886.18
	XXXXX6596	03/19/2024	Pacific Gas & Electric Co	2,848.08	0008215812-2	Fair Oaks & California New Ser	2,848.08	0.00	\$2,848.08
	XXXXX6597	03/19/2024	Pacific West Security Inc	125.00	82642	Golf Shop FS Test & Inspection	125.00	0.00	\$125.00
	XXXXX6598	03/19/2024	Pine Cone Lumber Co Inc	136.77	220501	Parts	136.77	0.00	\$136.77
	XXXXX6599	03/19/2024	Pivot Interiors Inc	47,804.74	PJIN-000083124 Bal	City Hall 1/FI Basemt Penthse	47,804.74	0.00	\$47,804.74
	XXXXX6600	03/19/2024	Quality Glass and Tint	300.00	9/88	Window Tinting Svc	300.00	0.00	\$300.00
	XXXXX6601	03/19/2024	R S Hughes Co Inc	243.65	80851635-00	Stores Inventory	243.65	0.00	\$1,445.50
				198.99	80886283-00	Stores Inventory	198.99	0.00	
				227.19	80886283-02	Stores Inventory	227.19	0.00	
				757.33	80886283-03	Stores Inventory	757.33	0.00	
				18.34	80886283-04	Stores Inventory	18.34	0.00	
	XXXXX6602	03/19/2024	RDO Equipment Co	452.82	P3535974	Parts	452.82	0.00	\$778.22
				274.91	P3542674	Parts	274.91	0.00	
				50.49	P3546674	Parts	50.49	0.00	
	XXXXX6603	03/19/2024	Reed & Graham Inc	5,110.76	075379	Pavement Repair Materials	5,379.75	268.99	\$18,409.63
				2,959.96	075483	Pavement Repair Materials	3,115.75	155.79	
				354.32	075565	Pavement Repair Materials	372.97	18.65	

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				4,106.01	075624	Pavement Repair Materials	4,322.12	216.11	
				5,878.58	075722	Pavement Repair Materials	6,187.98	309.40	
	XXXXX6604	03/19/2024	RGW Equipment	16,937.67	47934L	Screed Heater Parts & Labor	16,937.67	0.00	\$16,937.67
	XXXXX6605	03/19/2024	Royal Brass Inc	28.40	00326157	Parts	28.40	0.00	\$138.40
				110.00	00327251	Parts	110.00	0.00	
	XXXXX6606	03/19/2024	Safety-Kleen Systems Inc	37.00	93762133	Antifreeze Recycling	37.00	0.00	\$127.00
				90.00	93762134	Oil Recycling	90.00	0.00	
	XXXXX6607	03/19/2024	Sonsray Machinery LLC	232.53	PSO013944-2	Parts	232.53	0.00	\$568.87
				336.34	PSO121063-1	Parts	336.34	0.00	
	XXXXX6608	03/19/2024	Stearns, Conrad and Schmidt Consulting Engineers Inc	17,959.30	0495463	Consulting Svc	17,959.30	0.00	\$17,959.30
	XXXXX6609	03/19/2024	Stevens Creek Chevrolet	63.92	194726-2	Parts	63.92	0.00	\$131.11
				67.19	195573	Parts	67.19	0.00	
	XXXXX6610	03/19/2024	Sunnyvale Ford Inc	4.82	231502 FOW	Parts	4.82	0.00	\$8,005.48
				72.97	233529 FOW	Parts	72.97	0.00	
				45.28	233659 FOW	Parts	45.28	0.00	
				75.67	233719 FOW	Parts	75.67	0.00	
				50.45	233786 FOW	Parts	50.45	0.00	
				50.45	233787 FOW	Parts	50.45	0.00	
				89.81	233958 FOW	Parts	89.81	0.00	
				387.16	233958-1 FOW	Parts	387.16	0.00	
				549.85	234066 FOW	Parts	549.85	0.00	
				227.83	234191 FOW	Parts	227.83	0.00	
				508.87	234434 FOW	Parts	508.87	0.00	
				482.66	FOCS870577	Parts & Labor	482.66	0.00	
				4,851.51	FOCS871375	Parts & Lab	4,851.51	0.00	
				608.15	FOCS871644	Parts & Labor	608.15	0.00	
	XXXXX6612	03/19/2024	Sunnyvale Towing Inc	187.50	400015	Towing	187.50	0.00	\$4,903.00

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				60.00	400024	Towing	60.00	0.00	
				60.00	400026	Towing	60.00	0.00	
				492.00	400041	Towing	492.00	0.00	
				60.00	400174	Towing	60.00	0.00	
				60.00	400226	Towing	60.00	0.00	
				92.00	400308	Towing	92.00	0.00	
				60.00	400552	Towing	60.00	0.00	
				60.00	400602	Towing	60.00	0.00	
				60.00	400603	Towing	60.00	0.00	
				125.00	400801	Towing	125.00	0.00	
				196.00	400803	Towing	196.00	0.00	
				492.00	76522	Towing	492.00	0.00	
				492.00	76525	Towing	492.00	0.00	
				60.00	76527	Towing	60.00	0.00	
				492.00	76544	Towing	492.00	0.00	
				492.00	76545	Towing	492.00	0.00	
				60.00	76547	Towing	60.00	0.00	
				60.00	7657	Towing	60.00	0.00	
				60.00	76667	Towing	60.00	0.00	
				375.00	78074	Towing	375.00	0.00	
				437.50	78326	Towing	437.50	0.00	
				250.00	78329	Towing	250.00	0.00	
				60.00	78979	Towing	60.00	0.00	
				60.00	78980	Towing	60.00	0.00	
	XXXXX6613	03/19/2024	Sunrise of Cupertino PropCo. LLC	17,405.50	201071-33424	Refund: 581 E Fremont Av	17,405.50	0.00	\$17,405.50
	XXXXX6614	03/19/2024	Sustainable Turf Science Inc	2,839.98	8236	Supplies	2,839.98	0.00	\$2,839.98
	XXXXX6615	03/19/2024	The Goodyear Tire & Rubber Co	423.44	184-1100149	Road Service	423.44	0.00	\$4,560.31
				460.96	184-1100320	Tires	460.96	0.00	
				2,541.76	184-1100344	Svc Call and Road Service	2,541.76	0.00	
				554.15	184-1100463	Tires	554.15	0.00	

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				580.00	184-1100527	Tire disposal	580.00	0.00	
	XXXXX6616	03/19/2024	Thrasher Golf Inc	120.00	62211	Golf Course Supplies	120.00	0.00	\$120.00
	XXXXX6617	03/19/2024	Turf Star Inc	197.70	7320835-00	Parts	197.70	0.00	\$1,865.05
				187.39	7322597-00	Parts	187.39	0.00	
				143.09	7322597-01	Parts	143.09	0.00	
				79.45	7322598-00	Parts	79.45	0.00	
				79.96	7322623-00	Parts	79.96	0.00	
				186.45	7322723-00	Parts	186.45	0.00	
				157.79	7322724-00	Parts	157.79	0.00	
				16.19	7322724-01	Parts	16.19	0.00	
				56.20	7322725-00	Parts	56.20	0.00	
				44.86	7322726-00	Parts	44.86	0.00	
				273.37	7323039-00	Parts	273.37	0.00	
				194.71	7323040-00	Parts	194.71	0.00	
				247.89	7323044-00	Parts	247.89	0.00	
	XXXXX6618	03/19/2024	United Rentals (North America) Inc	1,402.26	230751527-001	PU Truck 2/26-3/25/2024	1,402.26	0.00	\$1,402.26
	XXXXX6619	03/19/2024	United Rotary Brush Corp	2,895.75	CI309842	Stores Inventory	2,895.75	0.00	\$2,895.75
	XXXXX6620	03/19/2024	Valley Oil Co	486.06	181408	Diesel Fuel	486.06	0.00	\$1,358.86
				872.80	631501	Oil	872.80	0.00	
	XXXXX6621	03/19/2024	Van Dermyden Makus Law Corporation	12,299.50	29255	Legal Services	12,299.50	0.00	\$13,516.50
				1,217.00	29260	Legal Services	1,217.00	0.00	
	XXXXX6622	03/19/2024	Verde Design Inc	61,440.21	28-2111400	Community Center Renovation	61,440.21	0.00	\$61,440.21
	XXXXX6623	03/19/2024	Verizon Wireless	20,915.20	9954676116	270963598-00005 12/21-1/20	20,915.20	0.00	\$47,863.96
				26,948.76	9957134193	270963598-00005 1/21-2/20	26,948.76	0.00	
	XXXXX6624	03/19/2024	waiter.com Inc	205.71	O0227442661	Catering	205.71	0.00	\$205.71
	XXXXX6625	03/19/2024	Weco Industries LLC	838.21	0053174-IN	Repairs & Hardware	838.21	0.00	\$838.21

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX6626	03/19/2024	Yi Jia Ho	90.44	059016	Business license refund 2024-2025	90.44	0.00	\$90.44
	XXXXX6627	03/21/2024	Acushnet Company	2,611.80	917302611	Golf Store	2,611.80	0.00	\$2,611.80
	XXXXX6628	03/21/2024	AgreeYa Solutions Inc	18,432.00	259198	Project Mgr Public Safety	18,432.00	0.00	\$18,432.00
	XXXXX6629	03/21/2024	Airgas Inc	200.07	5506436765	Rent Cyl Med Large Oxygen	200.07	0.00	\$525.78
				325.71	9147349254	Oxygen Medical Pure	325.71	0.00	
	XXXXX6630	03/21/2024	All City Management Services Inc	25,405.84	91752	School Crossing Guard Svc's	25,405.84	0.00	\$25,405.84
	XXXXX6631	03/21/2024	Amazon Capital Services Inc	61.63	11NJ-NH41-PJ6D	Gina Newbold	61.63	0.00	\$2,248.15
				250.88	13PJ-4KDG-9PN6	Grace Lo	250.88	0.00	
				221.84	19KD-VF4W-XVLL	Frances Morales	221.84	0.00	
				36.00	19XL-R7JT-NMFH	Reiko Yoshidome	36.00	0.00	
				8.72	1C46-LW4N-61DV	Jaime Hernandez	8.72	0.00	
				76.59	1G9M-WRQH-W1YJ	Gina Newbold	76.59	0.00	
				43.28	1GW7-YP3R-41PP	Jen Martel	43.28	0.00	
				65.46	1GWM-G7RW-3NFL	Anna Lewis	65.46	0.00	
				173.23	1JHP-DLMM-CHNX	Nan Choi	173.23	0.00	
				487.00	1JJL-FQR1-GLG6	Kimberly Duma	487.00	0.00	
				59.41	1JLQ-YG3V-	Nan Choi	59.41	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					GH63				
				23.65	1KC9-9MHG-6F11	Thao Thanh Nguyen	23.65	0.00	
				594.02	1LJP-CWFT-4PJD	Jesus Raygoza	594.02	0.00	
				35.23	1LVL-JGK3-VTXJ	Phyllis Chan	35.23	0.00	
				65.40	1NWN-TYLV-FW6N	Nan Choi	65.40	0.00	
				18.54	1VNW-X67V-79CT	Hong Luu	18.54	0.00	
				27.27	1WLQ-KRLF-1MQ1	Jenni Wong	27.27	0.00	
	XXXXX6632	03/21/2024	Anixter Inc	322.87	22K520118	Parts	322.87	0.00	\$322.87
	XXXXX6633	03/21/2024	Atco International	4,489.06	138057	Supplies	4,489.06	0.00	\$4,489.06
	XXXXX6634	03/21/2024	Bayscape Management Inc	7,441.30	32691-A	Monthly Maintenance	7,441.30	0.00	\$30,384.10
				22,246.80	33054	Project: Corn Palace	22,246.80	0.00	
				696.00	33978	Project: Corn Palace	696.00	0.00	
	XXXXX6635	03/21/2024	Bound Tree Medical LLC	6.52	85283362	Supplies	6.52	0.00	\$6.52
	XXXXX6636	03/21/2024	Callander Associates Landscape Architecture	419.50	22017-18	Serra Park Play Area	419.50	0.00	\$419.50
	XXXXX6637	03/21/2024	Century Graphics	554.70	60076	CAPS	554.70	0.00	\$1,345.86
				554.53	60110	Apparel	554.53	0.00	
				236.63	60119	Apparel	236.63	0.00	
	XXXXX6638	03/21/2024	D W Nicholson Corp	45,050.29	20360	CVL WRK AS DIRECTED	45,050.29	0.00	\$45,050.29
	XXXXX6639	03/21/2024	Downey Brand LLP	4,514.50	597734	Legal Services	4,514.50	0.00	\$4,514.50
	XXXXX6640	03/21/2024	Duke's Root Control	58,105.04	22039	Sewer Root Control	58,105.04	0.00	\$58,105.04

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Inc						
	XXXXX6641	03/21/2024	Fehr & Peers	1,527.75	171743	Arques Specific Plan	1,527.75	0.00	\$1,527.75
	XXXXX6642	03/21/2024	FitGuard Inc	175.00	0000211661	Maint Visit & Fuel Surcharge	175.00	0.00	\$910.00
				105.00	0000211835	Maint Visit & Fuel Surcharge	105.00	0.00	
				105.00	0000211837	Maint Visit & Fuel Surcharge	105.00	0.00	
				105.00	0000211838	Maint Visit & Fuel Surcharge	105.00	0.00	
				105.00	0000211884	Maint Visit & Fuel Surcharge	105.00	0.00	
				105.00	0000211885	Maint Visit & Fuel Surcharge	105.00	0.00	
				105.00	0000211886	Maint Visit & Fuel Surcharge	105.00	0.00	
				105.00	0000211887	Maint Visit & Fuel Surcharge	105.00	0.00	
	XXXXX6643	03/21/2024	Grainger	1,392.47	9034072554	Lantern & Sweatshirt	1,392.47	0.00	\$5,153.33
				258.85	9034072562	Hooded Sweatshirt	258.85	0.00	
				2,180.75	9034550799	Apparel	2,180.75	0.00	
				479.46	9034621939	Sweatshirt	479.46	0.00	
				589.26	9036388917	Long Sleeve T-Shirt	589.26	0.00	
				252.54	9052737377	Long Sleeve T-Shirt	252.54	0.00	
	XXXXX6644	03/21/2024	Graniterock Co	1,788.71	2144290	Peninsula Recycling	1,788.71	0.00	\$4,916.18
				3,127.47	2146599	Peninsula Road Materials	3,152.05	24.58	
	XXXXX6645	03/21/2024	Hazen and Sawyer	28,792.50	20220-001-3	Pond System Action Plan	28,792.50	0.00	\$28,792.50
	XXXXX6646	03/21/2024	Hensel Phelps Construction Co	987,072.50	CivicCenter#38	PR-19-06	987,072.50	0.00	\$987,072.50
	XXXXX6647	03/21/2024	Home Depot USA Inc	48.44	795369586	Supplies	48.44	0.00	\$48.44

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			d/b/a The Home Depot Pro						
	XXXXX6648	03/21/2024	HydroScience Engineers Inc	3,880.00	262001141	Water Quality Consulting Svc	3,880.00	0.00	\$25,087.00
				1,515.00	262013067	Hydraulic Modeling	1,515.00	0.00	
				19,692.00	262026009	Recycled Water Plan Update	19,692.00	0.00	
	XXXXX6649	03/21/2024	Imperial Dade	716.10	16162571	Supplies	716.10	0.00	\$716.10
	XXXXX6650	03/21/2024	InterEthnica	575.00	00002731	Translation & Project Mgmt	575.00	0.00	\$575.00
	XXXXX6651	03/21/2024	Interstate Sales	10,538.20	14579	Parts	10,538.20	0.00	\$10,538.20
	XXXXX6652	03/21/2024	Intex Auto Parts	316.46	2-82756-14	Misc. parts	316.46	0.00	\$536.80
				160.41	2-86324-17	Misc. parts	160.41	0.00	
				48.16	2-88230-15	Misc. parts	48.16	0.00	
				11.77	2-90147-16	Misc. parts	11.77	0.00	
	XXXXX6653	03/21/2024	J R Miller and Associates	550.00	41084	Tech Support Procurement Svc	550.00	0.00	\$6,975.91
				6,425.91	41241	Tech Support Procurement Svc	6,425.91	0.00	
	XXXXX6654	03/21/2024	Jack Doheny Company	893.51	220063	Supplies	893.51	0.00	\$893.51
	XXXXX6655	03/21/2024	Javelco Equipment Service Inc	286.94	61291	Misc Parts & Labor	286.94	0.00	\$499.73
				212.79	61333	Misc Parts	212.79	0.00	
	XXXXX6656	03/21/2024	Kanopy Inc	1,810.00	391122-PPU	Library Film Database Access	1,810.00	0.00	\$1,810.00
	XXXXX6657	03/21/2024	LC Action Police Supply	1,075.43	461622	Supplies	1,075.43	0.00	\$8,534.57
				1,075.43	461623	Supplies	1,075.43	0.00	
				1,075.43	461624	Supplies	1,075.43	0.00	
				1,075.43	461762	Supplies	1,075.43	0.00	
				1,075.43	461763	Supplies	1,075.43	0.00	
				578.66	461924	Supplies	578.66	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				49.96	462182	Supplies	49.96	0.00	
				578.66	462224	Supplies	578.66	0.00	
				578.66	462226	Supplies	578.66	0.00	
				578.66	462227	Supplies	578.66	0.00	
				65.02	462444	Supplies	65.02	0.00	
				65.02	462472	Supplies	65.02	0.00	
				115.23	462473	Supplies	115.23	0.00	
				123.51	462474	Supplies	123.51	0.00	
				17.44	462475	Supplies	17.44	0.00	
				174.45	462476	Supplies	174.45	0.00	
				43.72	462477	Supplies	43.72	0.00	
				188.43	462478	Supplies	188.43	0.00	
	XXXXX6658	03/21/2024	LTI Electric Inc	117.22	5737	Temp Meter DPS Storage Bldg	118.40	1.18	\$117.22
	XXXXX6659	03/21/2024	Maze & Assoc	9,800.00	52949	Audit Services	9,800.00	0.00	\$9,800.00
	XXXXX6660	03/21/2024	Metro Mobile Communications	1,653.74	48025	FPO#FY24-118	1,653.74	0.00	\$1,653.74
	XXXXX6661	03/21/2024	Michael Serrone	290.80	M. Serrone TAR	Reimb: meal & transp. 2024 PC Academy	290.80	0.00	\$290.80
	XXXXX6662	03/21/2024	Midwest Tape LLC	115.65	505115706	Library Materials	115.65	0.00	\$14,896.94
				2.40	505125056	MARC Processsing Svc	2.40	0.00	
				11.17	505125057	Processing Svc	11.17	0.00	
				56.40	505125128	MARC Processing Svc	56.40	0.00	
				251.52	505125129	Processing Svc	251.52	0.00	
				14,071.23	505126671	Digital Media M/E 2/29/2024	14,071.23	0.00	
				331.31	505141662	Library Materials	331.31	0.00	
				57.26	505177396	Library Materials	57.26	0.00	
	XXXXX6663	03/21/2024	MISCOwater	1,789.32	31145B20204	Supplies	1,789.32	0.00	\$1,789.32

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX6664	03/21/2024	MNS Engineers	31,598.20	85391	Sanitary Sewer System Dec23	31,598.20	0.00	\$31,598.20
	XXXXX6665	03/21/2024	Monterey Mechanical Co.	46,582.00	452623-01REV	Roof Top Fans & Dampers	46,582.00	0.00	\$46,582.00
	XXXXX6666	03/21/2024	Nick Gera	36,712.50	2022-7699	Refund: 75% permit application	36,712.50	0.00	\$36,712.50
	XXXXX6667	03/21/2024	Occupational Health Centers of California	518.00	82242056	Physical TB Skin & HepB Test	518.00	0.00	\$2,338.00
				161.00	82326275	Audiogram & DOT Physical	161.00	0.00	
				820.00	82326339	Physical and TB Skin Test	820.00	0.00	
				839.00	82390751	Physical & TB Skin Test	839.00	0.00	
	XXXXX6668	03/21/2024	ODP Business Solutions LLC (f/k/a Office Depot Business Solutions LLC)	47.24	355136181001	Veronica Liu	47.24	0.00	\$701.36
				10.69	355136187001	Veronica Liu	10.69	0.00	
				47.29	357949757001	Edith Alanis-Richelle	47.29	0.00	
				125.92	358106192001	Aracely Diaz	125.92	0.00	
				400.65	358227957001	Tim Kashitani	400.65	0.00	
				69.57	359428698001	Priscilla Luckey	69.57	0.00	
	XXXXX6669	03/21/2024	Orkin	275.00	255688934	Pest Control	275.00	0.00	\$275.00
	XXXXX6670	03/21/2024	OverDrive Inc	6,898.98	13449CO24075502	Library Materials	6,898.98	0.00	\$7,297.01
				344.45	13449DA24053271	Library Materials	344.45	0.00	

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				53.58	13449DA240 72269	Library Materials	53.58	0.00	
	XXXXX6671	03/21/2024	Pacific Coast Trane Controls	648.00	SRVCE00022 670	Labor	648.00	0.00	\$648.00
	XXXXX6672	03/21/2024	Pacific West Security Inc	211.00	80075	CNC Jan 2024	211.00	0.00	\$422.00
				211.00	82235	CNC March 2024	211.00	0.00	
	XXXXX6673	03/21/2024	Pan Asian Publications Inc	589.56	U - 17779	Library Materials	589.56	0.00	\$12,074.29
				1,623.89	U - 17795	Library Materials	1,623.89	0.00	
				547.36	U - 17796	Library Materials	547.36	0.00	
				2,806.25	U - 17801	Library Materials	2,806.25	0.00	
				4,938.53	U - 17802	Library Materials	4,938.53	0.00	
				1,070.69	U - 17808	Library Materials	1,070.69	0.00	
				498.01	U - 17809	Library Materials	498.01	0.00	
	XXXXX6674	03/21/2024	Peterson Power Systems Inc	8,578.97	R3916813	Equip Rental 1/20- 2/20/24	8,578.97	0.00	\$8,578.97
	XXXXX6675	03/21/2024	Pine Cone Lumber Co Inc	1,371.05	223683	Stores Inventory	1,383.61	12.56	\$1,371.05
	XXXXX6676	03/21/2024	Pivot Interiors Inc	2,491.32	PJIN- 000089939	DPS Add'l Labor/Delays	2,491.32	0.00	\$6,016.23
				3,524.91	PJIN- 000089968	DPS Marker Boards	3,524.91	0.00	
	XXXXX6677	03/21/2024	Pro-Sweep Inc	2,088.00	351199	Field PO#PGT-2260	2,088.00	0.00	\$2,088.00
	XXXXX6678	03/21/2024	R S Hughes Co Inc	314.28	80865191-00	Stores Inventory	314.28	0.00	\$1,149.16
				275.78	80886283-01	Stores Inventory	275.78	0.00	
				41.47	80898839-00	Stores Inventory	41.47	0.00	
				517.63	80911240-00	Stores Inventory	517.63	0.00	
	XXXXX6679	03/21/2024	R. E. Borrmann's Steel Co	1,522.78	38459	Supplies	1,522.78	0.00	\$1,522.78
	XXXXX6680	03/21/2024	Raimi + Associates Inc	1,641.56	24-6236	Moffet Park Proj Dec23-Jan24	1,641.56	0.00	\$1,641.56
	XXXXX6681	03/21/2024	RE Patterson and Associates	22,500.00	1459	Consulting Svc	22,500.00	0.00	\$22,500.00

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	XXXXX6682	03/21/2024	San Jose Conservation Corps	14,388.92	ARINV00013	Glass Collection Feb 2024	14,388.92	0.00	\$14,388.92
	XXXXX6683	03/21/2024	Shawn M Nunes	135.00	EXP0000621 31266	Travel 022424	135.00	0.00	\$135.00
	XXXXX6684	03/21/2024	Shawn Spano	2,750.00	24-2	Teambuilding Wkshop Mar 24	2,750.00	0.00	\$2,750.00
	XXXXX6685	03/21/2024	Shums Coda Assoc	5,527.50	9485R	Plan Review Svc Feb 7-29/24	5,527.50	0.00	\$11,076.25
				5,548.75	9487R	Inspection Svc Feb 7-29/24	5,548.75	0.00	
	XXXXX6686	03/21/2024	Sportzania Inc dba Skyhawks Sports	12,519.85	SKY2024JF	AB3ODG AB3OZB 1/16-3/1/24	12,519.85	0.00	\$12,519.85
	XXXXX6687	03/21/2024	Stacy Robert Macfarlane	450.00	1042	Polygraph Exams	450.00	0.00	\$450.00
	XXXXX6688	03/21/2024	Staples Inc	161.11	3560666100	Bill 8073425027 Thao Nguyen	161.11	0.00	\$2,082.41
				353.78	3562037141	Bill 8073602371 R Montalvo	353.78	0.00	
				279.13	3562037142	Bill 8073602371 R Montalvo	279.13	0.00	
				941.60	3562037143	Bill 8073602371 Grace Lo	941.60	0.00	
				279.82	3562037144	Bill 8073602371 Terri Furton	279.82	0.00	
				31.85	3562037146	Bill 8073602371 Thao Nguyen	31.85	0.00	
				35.12	3562037148	Bill 8073602371 Pat Pickett	35.12	0.00	
	XXXXX6689	03/21/2024	Steel & Fence Supply	1,419.81	139064	Stores Inventory	1,419.81	0.00	\$1,419.81
	XXXXX6690	03/21/2024	Studio Em Graphic Design	109.13	19090	Flyer Design Calendar of Event	109.13	0.00	\$327.38
				218.25	19091	Flyer Design Food	218.25	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						Cycle			
	XXXXX6691	03/21/2024	Suburban Propane	2,625.14	100832	AC#1644-000448 Propane	2,625.14	0.00	\$2,625.14
	XXXXX6694	03/21/2024	Summit Uniforms LLC	691.25	7912	Uniforms	691.25	0.00	\$12,694.11
				479.06	8138	Uniforms	479.06	0.00	
				259.22	8226	Uniforms	259.22	0.00	
				756.88	8370	Uniforms	756.88	0.00	
				451.72	8371	Uniforms	451.72	0.00	
				97.34	8490	Uniforms	97.34	0.00	
				24.06	8491	Uniforms	24.06	0.00	
				258.13	8502	Uniforms	258.13	0.00	
				195.78	8507	Uniforms	195.78	0.00	
				86.41	8515	Uniforms	86.41	0.00	
				323.75	8531	Uniforms	323.75	0.00	
				728.44	8533	Uniforms	728.44	0.00	
				64.53	8609	Uniforms	64.53	0.00	
				129.06	8610	Uniforms	129.06	0.00	
				25.16	8680	Uniforms	25.16	0.00	
				25.16	8681	Uniforms	25.16	0.00	
				194.69	8701	Uniforms	194.69	0.00	
				424.38	8741	Uniforms	424.38	0.00	
				90.78	8767	Uniforms	90.78	0.00	
				172.81	8771	Uniforms	172.81	0.00	
				86.41	8820	Uniforms	86.41	0.00	
				41.56	8828	Uniforms	41.56	0.00	
				20.78	8843	Uniforms	20.78	0.00	
				41.56	88458	Uniforms	41.56	0.00	
				479.06	8855	Uniforms	479.06	0.00	
				903.44	8856	Uniforms	903.44	0.00	
				299.69	8885	Uniforms	299.69	0.00	
				1,102.50	8900	Uniforms	1,102.50	0.00	
				437.50	8948	Uniforms	437.50	0.00	
				10.94	8986	Uniforms	10.94	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				25.16	9048	Uniforms	25.16	0.00	
				451.72	9176	Uniforms	451.72	0.00	
				126.88	9249	Uniforms	126.88	0.00	
				74.38	9294	Uniforms	74.38	0.00	
				86.41	9301	Uniforms	86.41	0.00	
				62.34	9361	Uniforms	62.34	0.00	
				643.13	9366	Uniforms	643.13	0.00	
				420.00	9367	Uniforms	420.00	0.00	
				420.00	9368	Uniforms	420.00	0.00	
				12.03	9383	Uniforms	12.03	0.00	
				84.22	9384	Uniforms	84.22	0.00	
				27.34	9389	Uniforms	27.34	0.00	
				25.16	9432	Uniforms	25.16	0.00	
				25.16	9433	Uniforms	25.16	0.00	
				560.00	9553	Uniforms	560.00	0.00	
				345.63	9572	Uniforms	345.63	0.00	
				181.56	9582	Uniforms	181.56	0.00	
				140.00	9603	Uniforms	140.00	0.00	
				80.94	9623	Uniforms	80.94	0.00	
	XXXXX6695	03/21/2024	Symbol Arts LLC	657.77	0487452	FPO#FY24-099	657.77	0.00	\$657.77
	XXXXX6696	03/21/2024	TaylorMade Golf Co Inc	259.92	37175962	Resale Merchandise	259.92	0.00	\$2,460.82
				1,543.26	37186344	Resale Merchandise	1,543.26	0.00	
				657.64	37194266	Resale Merchandise	669.92	12.28	
	XXXXX6697	03/21/2024	Unico Mechanical Corporation	2,636.31	424-0039-1	F200 Johnson Shaft & Spacer	2,636.31	0.00	\$2,636.31
	XXXXX6698	03/21/2024	United Rentals (North America) Inc	1,487.43	230211613-001	Backhoe/Loader 2/12-15/24	1,487.43	0.00	\$1,487.43
	XXXXX6699	03/21/2024	United Site Services of California Inc	348.20	114-13790327	238 Garner 1/30-2/26/24	348.20	0.00	\$1,305.17
				956.97	INV-4144142	121 W Evelyn 1/28-2/24/24	956.97	0.00	
	XXXXX6700	03/21/2024	Valley Oil Co	1,629.75	182989	Diesel Fuel	1,629.75	0.00	\$33,809.85

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				32,180.10	187833	Stores Inventory	32,180.10	0.00	
	XXXXX6701	03/21/2024	Vincent Electric Motor Co	7,928.81	0914924	Pump Motor Replacement	7,928.81	0.00	\$41,524.60
				33,595.79	0914943	Pump Motor Replacement	33,595.79	0.00	
	XXXXX6702	03/21/2024	Vortex Industries LLC	600.00	44 - 1716135	Preventive Mtnce Steel Door	600.00	0.00	\$11,460.30
				6,600.00	44 - 1736624	Repairs Rolling Steel Door	6,600.00	0.00	
				1,610.00	44 - 1739825	Repairs Rolling Steel Door	1,610.00	0.00	
				1,050.00	44 -1713881	Preventive Mtnce on 4 Gates	1,050.00	0.00	
				1,600.30	44 -1728565	Repairs Rolling Steel Door	1,600.30	0.00	
	XXXXX6703	03/21/2024	waiter.com Inc	201.93	O0109425277	Catering	201.93	0.00	\$376.33
				174.40	O0206435336	Catering	174.40	0.00	
	XXXXX6704	03/21/2024	Water One Industries Inc	965.00	182791	Water Treatment Dec 2023	965.00	0.00	\$1,930.00
				965.00	185357	Water Treatment Feb 2024	965.00	0.00	
	XXXXX6705	03/21/2024	West Valley Engineering Inc	3,380.94	338991	Netto, Margaret W/E 3/10/24	3,380.94	0.00	\$3,380.94
	XXXXX6706	03/21/2024	Winsupply of Silicon Valley	77.66	047800 01	Supplies	77.66	0.00	\$77.66
	XXXXX6707	03/21/2024	WRA	732.50	22204-2 - 52771	PS#2 Revegetation 1/27-2/23	732.50	0.00	\$732.50
	XXXXX6708	03/21/2024	Zep Sales & Service	4,629.24	9009303688	Lemon Scent Degreasers	4,629.24	0.00	\$4,629.24
EFT	XXXXX2902	03/21/2024	Jennifer C Ng	25.00	EXP0000621 31681	Misc Sims Metal 020924	25.00	0.00	\$50.00
				25.00	EXP0000621 31739	Misc Sims Metal 022024	25.00	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXXX2903	03/21/2024	Raymond K Strom	240.00	EXP0000622 26432	Travel Garden Grove 092923	240.00	0.00	\$240.00
	XXXXXX2904	03/21/2024	Matthew G Hazel	470.00	EXP0000643 44340	Tuition SJSU URBP 225 120723	470.00	0.00	\$470.00
	XXXXXX2905	03/21/2024	Juan A Galazzo	530.71	EXP0000621 31676	Travel Napa 011323	530.71	0.00	\$530.71
	XXXXXX2906	03/21/2024	Marie E Plonka	392.78	EXP0000621 31602	Travel Anaheim 012124	392.78	0.00	\$392.78
	XXXXXX2907	03/21/2024	Leopoldo Sanchez Junior	239.96	EXP0000622 23372	Misc Vest Reimbursement 030824	239.96	0.00	\$239.96
	XXXXXX2908	03/21/2024	Ryan V Perry	241.00	EXP0000621 31642	Travel Anaheim 012124	241.00	0.00	\$241.00
	XXXXXX2909	03/21/2024	Steven N Char	1,276.79	EXP0000626 75717	Travel Carlsbad 022524	1,276.79	0.00	\$1,276.79
	XXXXXX2910	03/21/2024	Karin M Jenks	69.00	EXP0000621 31658	Travel Newport Beach 022524	69.00	0.00	\$69.00
	XXXXXX2911	03/21/2024	Lisa A Gonzales	32.67	EXP0000621 22404	Stanford Onsite Visit	32.67	0.00	\$32.67
	XXXXXX2912	03/21/2024	Ramana Chinnakotla	18.99	EXP0000626 64990	Misc Krispy Kreme 3.14.2024 RC	18.99	0.00	\$18.99
	XXXXXX2913	03/21/2024	Jacquelyne Anne McElroy	131.44	EXP0000625 01012	Travel: CAPPO 2024	131.44	0.00	\$131.44
	XXXXXX2914	03/21/2024	Shuo Liu	129.58	EXP0000603 09793	Training	129.58	0.00	\$129.58
	XXXXXX2915	03/21/2024	Sam K Gor Junior	120.00	EXP0000638 86710	Travel Berkeley 042224	120.00	0.00	\$120.00
	XXXXXX2916	03/21/2024	Teresa Furton	250.00	EXP0000622 26615	Misc Food 030524	250.00	0.00	\$250.00
	XXXXXX2917	03/21/2024	Giridhar Nagaram	93.80	EXP0000603 91054	CAD to CAD training at Stockton	93.80	0.00	\$93.80
	XXXXXX2918	03/21/2024	Amanda T Sztoltz	612.83	EXP0000629 13035	Travel Long Beach 030624	612.83	0.00	\$612.83

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
WIRE	XXXXX2900	03/21/2024	Keenan & Associates	54,438.18	3/1/2024 - 3/15/2024	Trust Replenish 3/1-15/2024 Wire Date 3/20/2024	54,438.18	0.00	\$54,438.18
	XXXXX2901	03/21/2024	San Francisco Public Utilities Commission	1,746,425.15	02022024-03012024	Purchased Water Feb 2024 WR Date 3/18/2024	1,746,425.15	0.00	\$1,746,425.15
Grand Total				4,101,830.81			4,102,852.84	1,022.03	\$4,101,830.81



City of Sunnyvale

Agenda Item

24-0467

Agenda Date: 4/9/2024

REPORT TO COUNCIL

SUBJECT

Approve Budget Modification No. 19 in the Amount of \$2,273,226 for the Permanent Local Housing Allocation Grant Program to Complete Housing Projects and Address Unmet Housing Needs in Sunnyvale

GRANT SUMMARY

Approval is requested for Budget Modification No. 19 in the amount of \$2,273,226 for the Permanent Local Housing Authority (PLHA) grant program. The PLHA program is administered by the State Department of Housing and Community Development (HCD). The PLHA program provides advance funding to local jurisdictions for housing-related projects and programs that address unmet housing needs in their communities.

PLHA funds are derived from a real estate recording fee and are allocated annually to jurisdictions based on population size and other demographic factors. Because real estate transfers vary every year, HCD has projected allocation amounts for calendar years 2022 and 2023; actual allocation amounts for those years may vary. HCD projects the City's total PLHA funding allocation for the 2019-2023 five-year allocation period to be \$3,198,138. \$2,273,226 are final funding allocations and available for appropriation and \$924,912 are estimates of future funding allocations. A summary of PLHA funding allocations for the City is shown below:

Allocation Year	Allocation Amount
Year 1 (2019)	\$533,023
Year 2 (2020)	\$828,483
Year 3 (2021)	\$911,720
Year 4 (2022)	\$462,456*
Year 5 (2023)	\$462,456*
Total	\$3,198,138

*Allocation Years 4 and 5 are projected by HCD.

In October 2022, City Council adopted Resolution No. 1152-22 (Attachment 1), approving the City's PLHA plan for the 2019-2023 five-year allocation period. Pursuant to the City's PLHA plan and the executed PLHA Standard Agreement (Attachment 2), the City will use PLHA funds for the projects listed below. Allocated funds must be disbursed within fifty-eight months from the budget appropriation date of July 1 for each applicable allocation year (e.g., 2019 expenditure deadline is 4/30/24).

The current action is a budget modification that appropriates the PLHA grant funds which enables the City to accept the PLHA funds from HCD to expend on the following projects:

- **Affordable Multifamily Rental Projects**

PLHA funds will be used to support predevelopment and rehabilitation costs for two affordable multifamily projects, which were awarded funding in the City's 2022 Notice of Funding Availability (NOFA). The following projects will be funded with PLHA funds:

- **1171 Sonora Court Predevelopment**

The City will provide \$500,000 in PLHA funds for the predevelopment of the 1171 Sonora Court affordable housing project. MidPen Housing will develop approximately 170 units of affordable housing in the Lawrence Station area. This project is currently applying for planning entitlements. PLHA funds will be used for architecture and design costs and enable the project to compete for additional financing for construction.

- **Carroll Inn Redevelopment**

The City will provide \$500,000 in PLHA funds for rehabilitation costs for the existing Carroll Inn affordable housing project at 174 Carroll Street. Originally built in 1994, Carroll Inn is a 122-unit Single Room Occupancy development for very-low income households. PLHA funds will be used to fund the renovation of kitchens, bathrooms, and flooring.

- **Bill Wilson Center Safety Net Shelter Operating Support**

PLHA funds will provide operating support in the amount of \$48,500 for Bill Wilson Center's Safety Net Shelter. The Safety Net Shelter serves approximately 200 children (ages 12 to 17) each year, including children from Sunnyvale. Operating support will allow the Safety Net Shelter to maintain operations while completing necessary repairs and meeting debt obligations. PLHA funds will be used to fund Bill Wilson Center staff costs related to shelter operations.

- **Rental Assistance for Unhoused Seniors**

The City will use PLHA funds to provide rental assistance for Sunnyvale seniors who are at-risk of homelessness. Senior households who are unhoused or meet extremely low income certification requirements will be provided rental assistance payable to the property owner. Based on estimated PLHA funding allocations, the City is allocating \$1,740,548 for this program. This amount may be adjusted pending HCD's final allocations of PLHA funding. *Note that City staff is actively researching implementation of this program including potential adjustments to support general unhoused services.*

- **Accessibility Modifications for Lower-Income Households**

The City will use PLHA funds to complete accessibility modifications in lower-income households such as grab bars, handrails, wheelchair lifts, and ramps. Eligible households must meet low-income requirements and include a senior or person with a disability. PLHA funds will be used to expand the City's existing Home Access Grant program to increase households served and provide greater flexibility in funding amounts. Based on estimated PLHA funding allocations, the City is allocating \$249,183 for this program. This amount may be adjusted pending HCD's final allocations of PLHA funding.

The City may modify these projects should more urgent funding needs arise, such as homeless services; the City would be required to amend the PLHA plan, subject to HCD approval (major changes would first require Council approval). The total cost for each of these projects is

reimbursable by HCD through the PLHA Grant Program. In addition to these projects, up to five percent of the City's PLHA allocation will be used for administrative costs for Housing Division staff. The Housing Division of the Community Development Department will be responsible for the management of the grant.

EXISTING POLICY

COUNCIL POLICY 7.1.5 - Donations, Contributions and Sponsorships:

The City Manager may apply for grants of any dollar amount but shall notify the Council when grants are being pursued. Council approval of a budget modification to appropriate grant monies is required before funds can be expended by staff. Such a budget modification shall include the use to which the grant would be placed; the objectives or goals of the City which will be achieved through use of the grant; the local match required, if any, plus the source of the local match; any increased cost to be locally funded upon termination of the grant; and the ability of the City to administer the grant. For grants under the amount of \$5,000 that do not have any external reporting requirements or any local match requirement, Council approval of a budget modification is not required. The City Manager is authorized to accept and administratively appropriate the grant funds.

This grant does not meet all of the criteria to be administratively appropriated by the City Manager; therefore, a budget modification is required. Grant funds from the California Department of Housing and Community Development (HCD) have external reporting requirements and fall under the federal single audit guidelines.

Pursuant to Sunnyvale Charter Section 1305, at any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by affirmative votes of at least four members so as to authorize the transfer of unused balances appropriated for one purpose to another, or to appropriate available revenue not included in the budget.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it is a fiscal action that has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Housing development projects receiving PLHA funds will undergo the appropriate CEQA analysis and findings will be presented at the time of project approval.

FISCAL IMPACT

Granting Agency

California Department of Housing and Community Development (HCD)

Funding Source

California Department of Housing and Community Development (HCD) Permanent Local Housing Allocation (PLHA) Grant Program

Required Local Match

None

Increased Cost to City Upon Grant Termination

None, funds are expected to be ongoing. Service levels will be set to available funding. Though not expected, if the grant is terminated, new or enhanced service levels provided with PLHA funds would be eliminated or reduced if an alternative funding source is not identified.

Budget Modification No. 19 has been prepared to appropriate \$2,273,226 in HCD PLHA grant funds to a new fund. A new fund is required as funding is advanced to the City and requires interest earnings to be allocated. In addition to enhancing local housing programming, 5% in administrative costs are allowable. Staff will charge their time when working on eligible activities. Allocations for years four and five (estimate of \$924,912) as well as future allocations will be incorporated into the FY 2024/25 Budget.

**Budget Modification No. 19
FY 2023/24**

	Current	Increase/(Decrease)	Revised
New Fund – PLHA Grant Program			
<u>Revenue</u>			
HCD PLHA Grant	\$0	\$2,273,226	\$2,273,226
<u>Expenditures</u>			
836480 - Carroll Street Inn Rehabilitation	\$0	\$500,000	\$500,000
836490 - 1171 Sonora Court Predevelopment of Affordable Housing	\$0	\$500,000	\$500,000
New Project – Safety Net Shelter Operating Support	\$0	\$48,500	\$48,500
New Project – Rental Assistance to Unhoused Seniors	\$0	\$861,882	\$861,882
New Project – Senior Accessibility Modifications	\$0	\$249,183	\$249,183
New Project – PLHA Administration	\$0	\$113,661	\$113,661
Housing Mitigation Fund			
<u>Expenditures</u>			
836480 - Carroll Street Inn Rehabilitation	\$500,000	(\$500,000)	\$0

838490 - 1171 Sonora Court Predevelopment of Affordable Housing	\$500,000	(\$500,000)	\$0
<u>Reserves</u>			
Housing Mitigation Reserve	\$57,345,118	\$1,000,000	\$58,345,118

PUBLIC CONTACT

Public contact was made by posting the Council meeting agenda on the City's official-notice bulletin board at City Hall, at the Sunnyvale Public Library and in the Department of Public Safety Lobby. In addition, the agenda and this report are available at the NOVA Workforce Services reception desk located on the first floor of City Hall at 456 W. Olive Avenue (during normal business hours), and on the City's website.

STAFF RECOMMENDATION

Approve Budget Modification No. 19 in the amount of \$2,273,226 for the Permanent Local Housing Allocation Grant Program to complete housing projects and address unmet housing needs in Sunnyvale.

Prepared by: Ryan Dyson, Housing Specialist
Reviewed by: Jenny Carloni, Housing Officer
Reviewed by: Felicia Silva, Budget Manager
Reviewed by: Trudi Ryan, Community Development Director
Reviewed by: Tim Kirby, Director of Finance
Reviewed by: Sarah Johnson-Rios, Assistant City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Resolution No. 1152-22
2. Executed Permanent Local Housing Allocation Standard Agreement

RESOLUTION NO. 1152-22**A RESOLUTION OF THE COUNCIL OF THE CITY OF SUNNYVALE AUTHORIZING THE APPLICATION AND ADOPTING A PLAN FOR THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS RELATED TO THE PLHA PROGRAM AND GRANT**

WHEREAS, the State of California (the “State”). Department of Housing and Community Development (“HCD”) is authorized to provide up to \$335 million under the SB 2 Permanent Local Housing Allocation (“PLHA”) Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties, as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017(SB2)); and

WHEREAS, HCD issued a Notice of Funding Availability (“NOFA”) dated August 17, 2022 under the PLHA Program; and

WHEREAS, the City of Sunnyvale (“City”) is an eligible Local government who applied for program funds to administer one or more eligible activities; and

WHEREAS, HCD may approve funding allocations for PLHA Program, subject to the terms and conditions of the PLHA Final Guidelines (“Guidelines”), NOFA, Program requirements, the Standard Agreement, and other contracts between HCD and PLHA grant recipients;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYVALE THAT:

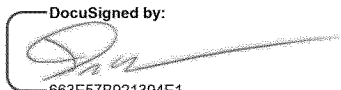
1. The City represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts the City may have with HCD.
2. The City is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA \$3,198,138.00 in accordance with all applicable rules and laws.
3. The City hereby agrees to use the PLHA funds for eligible activities as approved by HCD and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the City and HCD.

4. Pursuant to Section 302(c)(4) of the Guidelines, the City's PLHA Plan for the 2019-2023 Allocations is attached as **Exhibit A** to this resolution, and the City hereby adopts this PLHA Plan and certifies compliance with all public notice, public comment, and public hearing requirements in accordance with the Guidelines.
5. The City certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program operator, but does not mean an administering Local government to whom a local government may delegate its PLHA allocation.
6. The City certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.
7. Pursuant to the City's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.
8. The City certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A), (B), and (C).
9. The City certifies that, if funds are used for the development of an Affordable Rental Housing Development, the City shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with a City-approved underwriting of the Project for a term of at least 55 years.
10. The City shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by HCD.
11. The City Manager or designee is authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to the City, as the HCD may deem appropriate.

Adopted by the City Council at a regular meeting held on October 25, 2022, by the following vote:


AYES: KLEIN, HENDRICKS, LARSSON, MELTON, CISNEROS, DIN, SPITALERI
NOES:
ABSTAIN:
ABSENT:
RECUSAL:

ATTEST:

DocuSigned by:

663E57B921394E1...

DAVID CARNAHAN
City Clerk
(SEAL)

APPROVED:

DocuSigned by:

36C5F28A37A9448...

LARRY KLEIN
Mayor

APPROVED AS TO FORM:

DocuSigned by:

4831B06AAB76435...

JOHN A. NAGEL
City Attorney

City of Sunnyvale
Permanent Local Housing Allocation (PLHA) Application
DRAFT Five-Year Expenditure Plan

§302(c)(4) Plan		Rev. 2/16/22
§302(c)(4)(A) Describe the manner in which allocated funds will be used for eligible activities.		
<p>The City of Sunnyvale will use the allocated funds for four eligible activities:</p> <ol style="list-style-type: none"> 1. The development, predevelopment, and/or rehabilitation of a multifamily rental housing project that will serve extremely low-, very low-, and low-income households. The City will use PLHA funds to support development, predevelopment, and/or rehabilitation costs for two affordable rental housing developments that are estimated to serve 306 lower-income households; 2. Assisting persons who are experiencing or At risk of homelessness by supporting operating costs for emergency shelters. The City will use PLHA funds to support operating costs for the Bill Wilson Center's Safety Net Shelter, an emergency shelter for children experiencing homelessness; 3. Assisting persons who are experiencing or At risk of homelessness by providing rental assistance for seniors who are experiencing or at risk of homelessness. The City will use PLHA funds to launch a new program providing rental assistance to seniors (age 55 and older) who are experiencing homelessness or considered at-risk of homelessness; 4. Accessibility modifications for lower-income owner-occupied housing. The City will use PLHA funds to expand the existing Home Access Grant program, which provides accessibility modifications for lower-income households. PLHA funds will be used to target these repairs to lower-income seniors who own their homes. <p>The City will use up to 5% of allocated funds for administrative costs associated with the activities above.</p>		
§302(c)(4)(B) Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI).		
<p>The City will use PLHA funding to increase the supply of housing for households with incomes at or below 60% AMI in the following ways:</p> <ol style="list-style-type: none"> 1. PLHA funds will be used to support two of four projects that have recently been awarded funding through the City's 2022 Notice of Funding Availability (NOFA) for housing development projects. The City's NOFA scoring process prioritized projects that included a higher percentage of units that are affordable to extremely low-income households. Based on the awarded projects, it is estimated that the 2019 PLHA funds will assist in the creation or rehabilitation of 114 extremely low-income units and 132 very low-income units. 2. The City will use PLHA funds to begin a new rental assistance program that will exclusively serve extremely low-income senior households. This rental assistance program will help extremely low-income senior households retain and obtain housing for a term of 12 months (with the potential for annual renewal) and help ensure housing stability for this special needs population. This program is estimated to assist 33 extremely low-income households annually. 3. PLHA funds will be used to provide operating support for an emergency shelter for youth (ages 12-17) who are currently experiencing homelessness. The shelter serves an estimated 200 youth per year. 		
§302(c)(4)(C) Provide a description of how the Plan is consistent with the programs set forth in the Local Government's Housing Element.		
<p>The City's 2015-2023 Housing Element (and Draft 2023-2031 Housing Element) highlights the need for each of these programs:</p> <ol style="list-style-type: none"> 1. The development, predevelopment, or rehabilitation of affordable rental housing aligns with Program 3: Affordable Housing Development Assistance. The City will use PLHA funds (along with other local sources) to support the development affordable housing. 2. Operating assistance for emergency youth shelters aligns with Program 24: Programs to Address Homelessness. This program will provide supportive services in the form of operating support for the Bill Wilson Center's Safety Net Shelter, allowing the emergency shelter to continue to serve youth who are experiencing homelessness. 3. Rental assistance for seniors at-risk of homelessness also aligns with Program 24: Programs to Address Homelessness. This program will target seniors who are at-risk of homelessness (extremely low-income) or currently experiencing homelessness. Rental assistance will help seniors who are currently experiencing homelessness to obtain housing and help seniors who are at-risk of homelessness to retain their housing, so they do not fall into homelessness. 4. Accessibility modifications for lower-income senior households aligns with Program 5: Home Improvement Program and Program 23: Accessible Housing. This program will provide funding for minor accessibility improvements to help lower-income senior households stay in their current homes and improve accessibility for seniors with disabilities. 		

Activities Detail (Activities Detail (Must Make a Selection on Formula Allocation Application worksheet under Eligible Activities, §301))															
§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary Operating subsidies.															
§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for each proposed Affordable Rental Housing Activity. Allocated funds will be used to support development, predevelopment, or rehabilitation costs for two affordable multifamily rental housing projects that have been awarded in the City's 2022 Notice of Funding Availability (NOFA). As part of the City's 2022 NOFA, City staff has recommended awarding four housing development projects with funding assistance. The City will use PLHA funding to support two of these projects. Each project is 100% affordable to lower-income households (excluding manager's units) and will be deed-restricted for a minimum of 55 years. The City will select projects that will enter into a loan agreement with the City prior to expenditure deadlines for Allocation Years 2019 and 2020. Based on staff recommendations, the City estimates that PLHA funding for this program will serve 306 lower-income households. The City will use a maximum of 5% of funds allocated to this activity for staff administrative costs.															
Complete the table below for each proposed Affordable Rental Housing Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).															
Funding Allocation Year	2019	2019	2019	2020	2020	2020									
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Affordable Rental Housing Activity	94.0%	0.0%	0.0%	60.0%	0.0%	0.0%									
§302(c)(4)(E)(ii) Area Median Income Level Served	30%	50%	80%	30%	50%	80%									TOTAL
§302(c)(4)(E)(iii) Unmet share of the RHNA at the AMI Level Note: complete for years 2019, 2020, 2021 only	763	763	845	754	754	845									4724
§302(c)(4)(E)(ii) Projected Number of Households Served	57	66	30	57	66	30									306
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Affordable Rental Housing Activity (55 years required for rental housing projects)	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	
§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity. In Fall 2022, City Council will approve NOFA funding awards. City Staff will work with developers to determine the two projects that will be most appropriate for PLHA funding and allow the City to meet expenditure deadlines. The City will enter into loan agreements with the developers by the end of years 2023 and 2024. Following execution of each loan agreement, PLHA funds will be disbursed and work will commence on the respective projects. The City expects the development projects to complete construction by the end of 2025 and 2027 respectively.															

§301(a)(6) Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for the proposed Activity.

The City will fund two separate programs for this proposed activity:

1. The City will use allocated funds to provide operating support for an emergency shelter for teenagers and youth who are experiencing homelessness. The City will provide operating support funds in the amount of \$48,500 for Bill Wilson Center's Safety Net Shelter (SNS), which currently serves approximately 200 children (ages 12 to 17) each year, including children from Sunnyvale. SNS has experienced rising operational costs and must increasing costs associated with facility maintenance. PLHA funds will allow SNS to maintain operations, while completing needed repairs and meeting existing debt obligations.

2. The City will use allocated funds to provide rental assistance for seniors who are at-risk of homelessness. This new program will target seniors who are experiencing homelessness and extremely low-income seniors who are at-risk of losing their housing. Senior households (age 55 and up) who meet income certification requirements will be provided rental assistance in the amount of \$1,000 per month (payable to property owner). Additional rental assistance will be provided for security deposits, as necessary. The minimum term of assistance will be 12 months and qualifying households will be eligible for renewal on an annual basis. The City estimates that this program will serve 33 extremely low-income households annually.

The City will use a maximum of 5% of funds allocated to these activities for staff administration costs. These funds will be used to supplement an additional full-time staff member to administer the new senior rental assistance program or to support operating by a qualified non-profit agency in Sunnyvale or Santa Clara County if additional staffing cannot be obtained.

Complete the table below for each proposed Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2019	2020	2020	2021	2022	2023									
Type of Activity for Persons Experiencing or At Risk of Homelessness	Emergency Shelter Operating	Emergency Shelter Operating	Rental Assistance (term of six months)	Rental Assistance (term of six months)	Rental Assistance (term of six months)	Rental Assistance (term of six months)									
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	1.00%	5.00%	22.00%	85.00%	85.00%	85.00%									
§302(c)(4)(E)(ii) Area Median Income Level Served	30%	30%	30%	30%	30%	30%									TOTAL
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level Note: complete for years 2019, 2020, 2021 only	763	754	754	714											2985
§302(c)(4)(E)(ii) Projected Number of Households Served	200	200	33	33	33	33									532

Page 4 of 5

§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.
The City will use PLHA funds to augment the existing Home Access Grant program. The Home Access Grant is currently managed by the City's Senior Housing Rehab Specialist, who reviews applications, performs in-home assessments, works with homeowners to facilitate the repair process, and conducts community outreach for the program. Beginning in 2023, PLHA funds will be used to expand the current program to increase total households served.

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

SCO ID:

AGREEMENT NUMBER

22-PLHA-17667

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME

City of Sunnyvale

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

06/30/2030

3. The maximum amount of this Agreement is:

\$2,273,226.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	PLHA Program Terms and Conditions	9
Exhibit E	Program-Specific Provisions and Special Conditions	3
TOTAL NUMBER OF PAGES ATTACHED		20

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>*

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Sunnyvale

CONTRACTOR BUSINESS ADDRESS

456 West Olive Avenue

CITY

Sunnyvale

STATE

CA

ZIP

94088

PRINTED NAME OF PERSON SIGNING

Kent Steffens

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE

Kent Steffens

DATE SIGNED

5-8-23

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Ave., Suite 130

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Synthia Rhinehart

TITLE

Contracts Office Manager,
Contract Services Section

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Synthia Rhinehart

DATE SIGNED

6/12/2023

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 06/12/1981)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

Pursuant to Part 2 Chapter 2.5 of Division 31 of the Health and Safety Code (commencing with Section 50470) Statutes of 2017 (SB 2, Atkins), which created the Building Homes and Jobs Trust Fund and the Permanent Local Housing Allocation (“PLHA”) Program (“Program”), this Standard Agreement along with all its exhibits (the “Agreement”) is entered under the authority of and in furtherance of the Program. Pursuant to Health and Safety Code, Section 50470 (b), the California Department of Housing and Community Development (referred to herein as “HCD” or “Department”) has issued a Notice of Funding Availability (the “NOFA”), dated February 26, 2020, to govern administration of the fund and carry out the Program.

2. Purpose

In accordance with the authority cited above, an application was made to the State (the “Application”) for assistance from the Program for the purpose of making funding available to eligible local governments in California for housing related projects and programs that assist in addressing the unmet housing needs of their local communities. By entering into this Agreement and thereby accepting the award of the PLHA grant funds (the “Grant”), the Contractor (sometimes referred to herein as the “Applicant”) agrees to comply with the terms and conditions of the NOFA, this Agreement, the representations contained in the Application, and the requirements of the authorities cited above.

3. Definitions

Capitalized terms not otherwise defined herein shall have the meaning of the definitions set forth in Health and Safety Code Section 50470 and Section 101 of the Guidelines.

4. Scope of Work

- A. The scope of work (“Work”) for this Agreement shall consist of one or more of the following eligible uses:
 - 1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary Operating subsidies.

EXHIBIT A

- 2) The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory dwelling units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for a term of no less than thirty days.
- 3) Matching portions of funds placed into local or regional housing trust funds.
- 4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.
- 5) Capitalized Reserves for Services connected to the preservation and creation of new Permanent supportive housing.
- 6) Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
 - a) This Activity may include subawards to Administrative Entities as defined in HSC Section 50490(a)(1-3) that were awarded California Emergency Solutions and Housing (CESH) program or Homeless Emergency Aid Program (HEAP) funds for rental assistance to continue assistance to these households.
 - b) Applicants must provide rapid rehousing, rental assistance, navigation centers, emergency shelter, and transitional housing activities in a manner consistent with the Housing First practices described in 25 CCR, Section 8409, subdivision (b)(1)-(6) and in compliance with WIC Section 8255(b)(8). An Applicant allocated funds for the new construction, rehabilitation, and preservation of Permanent supportive housing shall incorporate the core components of Housing First, as provided in WIC Section 8255, subdivision (b).

EXHIBIT A

- 7) Accessibility modifications in Lower-income Owner-occupied housing.
 - 8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.
 - 9) Homeownership opportunities, including, but not limited to, down payment assistance.
 - 10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more Affordable housing Projects, or matching funds invested by a county in an Affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an Affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low interest deferred loan to the Affordable housing Project.
- B. A Local government that receives an allocation shall use no more than five percent of the allocation for costs related to the administration of the Activity(ies) for which the allocation was made. Staff and overhead costs directly related to carrying out the eligible activities described in Section 301 are “activity costs” and not subject to the cap on “administrative costs.” A Local government may share any funds available for administrative costs with entities that are administering its allocation.
- C. Two or more local governments that receive PLHA allocations may expend those moneys on an eligible jointly funded project as provided in Section 50470 (b)(2)(B)(ii)(IV). An eligible jointly funded project must be an eligible Activity pursuant to Section 301(a) and be located within the boundaries of one of the Local governments.
- D. Entitlement Local governments may use the flow of PLHA funds to incentivize private lender loans and to guarantee payments for some or all public agency bond financings for activities consistent with the uses identified in Section 301 “Eligible Activities”. This loan guarantee Activity must be identified and fully explained in the Applicant’s “Plan”.

EXHIBIT A

5. **Department Contract Coordinator**

The Department's Contract Coordinator for this Agreement is the Division of Financial Assistance, Grant Management Section PLHA Manager or their designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class to the Department Contract Coordinator at the following address:

California Department of Housing and Community Development
Attention: Permanent Local Housing Allocation (PLHA)
Grant Management Section, Suite 400
2020 West El Camino Avenue, CA 95833
P. O. Box 952050
Sacramento, CA 94252-2050

6. **Contractor Contract Coordinator**

The Contractor's contract coordinator for this Agreement is the Authorized Representative listed below. Unless otherwise informed, any notice, report, or other communication required by this Agreement may be mailed by first class mail, or sent through a commercial courier to the Authorized Representative at the following address:

Authorized Representative Name:	Kent Steffens
Authorized Representative Title:	City Manager
Agency Name:	City of Sunnyvale
Address:	456 West Olive Avenue Sunnyvale, CA 94088
Phone No.:	(408) 730-7911
Email Address:	ksteffens@sunnyvale.ca.gov

7. **Effective Date, Term of Agreement, and Deadlines**

- A. This Agreement is effective upon approval by the Department, which is the date executed by all parties (such date, the "Effective Date").
- B. This Agreement shall terminate on June 30, 2030.

EXHIBIT A

- C. Except for predevelopment expenses for construction projects funded by PLHA and costs to develop and prepare the Plan and the PLHA application, no costs incurred more than one year prior to commitment by the Local government may be paid from PLHA funds. Reimbursement of expenses to prepare the Plan and the PLHA application are subject to the cap on administrative fees.
- D. Any Grant funds which have not been expended by the expenditure deadline shall be disencumbered and revert to the Department. The expenditure deadline is fifty-eight months from the date of the budget appropriation for each year of funds included in this Agreement.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget Detail

The budget detail is contained in Exhibit E in this Agreement.

Contractor will be responsible for maintaining oversight of grant amounts and determining whether an amended PLHA Plan is required due to reallocation of more than ten percent among Activities funded per Section 302(c)(5).

2. Conditions of Disbursement

Prior to receiving any Grant funds, the Contractor shall submit the following for the Department's approval:

- A. Government TIN Form, as applicable.
- B. No funding will be disbursed to Contractor unless Contractor and any delegating Local government has an approved Housing Element and is in compliance with the Housing Element Annual Progress Report requirements, pursuant to PLHA Program Guidelines section 302(a) and (b).
- C. Contractor shall not be eligible to receive a new allocation if the Contractor has accrued an uncommitted amount of four times the pending allocation if the pending allocation is \$125,000 or less; or \$500,000 if the pending allocation is greater than \$125,000 and less than \$500,000; or the amount of the pending allocation if the allocation is \$500,000 or more.

3. Performance

- A. All funds must be disbursed within fifty-eight months of the budget appropriation. Funds that are not disbursed within fifty-eight months of the budget appropriation will revert to the Housing Rehabilitation Loan Fund.

EXHIBIT B

- B. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be reduced proportionate to those years already allocated, calculated at the time that the appropriation is reduced or terminated and reduced accordingly. All subsequent years shall be terminated, and the grant agreement shall be of no further force and effect, after amounts due for the period upon the reduced appropriation or termination are returned by the Contractor to the State. In this event, the State and Contractor shall be relieved of any and all obligations under this Agreement. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the sole discretion to cancel this Agreement without cause, no liability occurring to the State, or amend the Agreement and amount allocated to Contractor.

4. Fiscal Administration

- A. The Contractor may request a disbursement of 100 percent of total awarded Grant funds after executing the Standard Agreement. Administrative costs related to the planning and execution of eligible activities shall not exceed five percent of the Grant amount.
- B. A separate checking account for the Grant funds is not required. However, the Contractor shall deposit Grant funds in an interest-bearing checking or savings account insured by the federal or state government. All interest earned from the deposit of Grant funds shall be used for eligible Program activities and accounted for in Contractor's annual report.
- C. The Contractor shall make a good faith effort to minimize the number of disbursement requests by anticipating and requesting funds in advance.
- D. The Contractor may request that Grant funds awarded for a certain eligible activity be moved to another activity without an amendment to this Agreement. This request must be made in writing to HCD if the change from one activity to another exceeds ten percent of the grant amount and shall be effective only upon written HCD approval. HCD's decision to approve or deny any such request shall be final, absent fraud, mistake or arbitrariness per Section 302(c)(5).

EXHIBIT B

5. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the subsequent years covered under this Agreement does not appropriate sufficient funds for the program this Agreement shall remain in force and effect until the time of notice of reduced or terminated appropriation, The Agreement shall be terminated by the State by providing Contractor written notice of not less than thirty days prior to the effective date of the termination. In the event of termination by the State due to lack of Budget appropriation, the State and Contractor shall be relieved of any and all obligations under this Grant Agreement on the effective date of termination and the Contractor shall return the amount for subsequent year allocations.
- B. Subject to Section 5A. above, if funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the sole discretion to cancel this Agreement without cause, no liability occurring to the State, or amend the current Grant Agreement and amount allocated to Contractor.

EXHIBIT D

PLHA PROGRAM TERMS AND CONDITIONS

1. Effective Date, Commencement of Work

This Agreement is effective upon the date of the Department representative's signature on page one of the fully executed Standard Agreement, STD 213. Contractor agrees that work under this agreement shall not commence until execution of the STD 213, (the "Effective Date").

2. Strict Compliance

Contractor will strictly comply with the terms, conditions and requirements of the Permanent Local Housing Allocation (PLHA) Statutes, Guidelines, the Notice of Funding Availability (NOFA), and this Agreement.

3. Contractor's Application for Funds

- A. Contractor has submitted to the Department an Application for a Grant under the Program. The Department is entering into this Agreement based on, and in substantial reliance upon, Contractor's facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by the Department. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. Contractor warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of Contractor's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the Grants or activities governed by this Agreement, then the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

EXHIBIT D

4. **Eligible Activities**

Grant funds awarded to the Contractor and expended by either the Contractor or any entity to which Contractor awards funds shall be used for the eligible activities set forth in Exhibit A as required by the PLHA Statutes. The following additional requirements shall apply:

- A. Each Contractor shall submit a Plan detailing:
 - 1) The manner in which allocated funds will be used for eligible activities.
 - 2) A description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below sixty percent of AMI. Programs targeted at households at or below sixty percent of AMI will be deemed to meet this requirement.
 - 3) A description of how the Plan is consistent with the programs set forth in the Local government's Housing Element.
 - 4) Evidence that the Plan was authorized and adopted by resolution by the Local government and that the public had an adequate opportunity to review and comment on its content.
 - 5) The following for each proposed Activity:
 - a) A description of each proposed Activity, pursuant to Section 301 of the Guidelines and the percentage of funding allocated to it. The description shall specifically include the percentage of funds, if any, directed to Affordable Owner-Occupied Workforce Housing (AOWH).
 - b) The projected number of households to be served at each income level and a comparison to the unmet share of the Regional Housing Needs Allocation (RHNA) at each income level.
 - c) A description of major steps/actions and a proposed schedule required for the implementation and completion of the Activity.
 - d) The period of affordability and level of affordability for each Activity. Rental Projects are required to have affordability periods of at least fifty-five years.

EXHIBIT D

- 6) The Plan is required to be for a term of five years. Local governments shall obtain approval of the Department for amendments made to the Plan in each succeeding year of the term of the Plan. Reallocations of more than ten percent of funds among Activities require amendment of the Plan, with approval granted by the governing body at a publicly noticed public meeting.
- 7) If funds are used for the acquisition, construction, or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the following requirements if the property is no longer the primary residence of the homeowner due to sale, transfer or lease, unless it is in conflict with the requirements of another public funding source or law:
 - a) PLHA loan and any interest thereon shall be repaid to the Local government's PLHA account. The Local government shall reuse the repayments consistent with the Eligible Activities per Section 301 of the Guidelines; or,
 - b) The initial owner and any subsequent owner shall sell the home at an Affordable housing cost to a qualified Lower-Income or Moderate-Income household; or,
 - c) The homeowner and the Local government shall share the equity in the unit pursuant to an equity-sharing agreement. The grantee shall reuse the proceeds of the equity-sharing agreement consistent with the Eligible Activities per Section 301 of the Guidelines.
- 8) If funds are used for the development of an affordable rental housing project, the Local government shall make the PLHA assistance in the form of a loan to the Sponsor of the project. The loan shall be evidenced through a Promissory Note secured by a Deed of Trust.
- 9) A program income reuse plan describing how repaid loans shall be reused for eligible activities specified in Section 301 of the Guidelines.

EXHIBIT D

5. **Core Practices**

- A. A Contractor or Subrecipient must provide eligible activities in a manner consistent with the housing first practices described in California Code of Regulations, title 25, section 8409(b)(1)-(6). A Contractor or Subrecipient allocated funds for eligible activities that provide permanent housing shall incorporate the core components of Housing First as provided in Section 8255(b) of the Welfare and Institutions Code.

6. **Monitoring Grant Activities**

- A. Contractor shall monitor the activities selected and awarded by them to ensure compliance with PLHA requirements. An onsite monitoring visit of Subrecipients and any other service providers shall occur whenever determined necessary by the Contractor, but at least once during the Grant period.
- B. The Department will monitor the performance of the Contractor based on a risk assessment and according to the terms of this Agreement. The Department may also monitor any Subrecipients of the Contractor as the Department deems appropriate based on a risk assessment.
- C. As requested by the Department, the Contractor shall submit to the Department all PLHA monitoring documentation necessary to ensure that Contractor and its Subrecipients are in continued compliance with PLHA requirements. Such documentation requirements and the submission deadline shall be provided by the Department at the time such information is requested from the Contractor.

7. **Reporting/Audits**

- A. Commencing with the Effective Date of this Agreement and continuing through the Expiration Date, the Contractor shall submit an annual report to the Department by July 31 of each year that reports all activities from the previous fiscal year (7/1–6/30), on forms provided by the Department.

The first report will be due on July 31, 2021 and will report all activities from date of initial fund disbursement through June 30, 2021.

- B. The annual report shall contain a detailed report which must include, at a minimum:

- 1) Identification of the Eligible Activities to which the Contractor committed program funds, and the income levels of households assisted.

EXHIBIT D

- 2) Amounts awarded to Subrecipients with the activity(ies) identified;
 - 3) Identification of the Eligible Activities upon which the Contractor expended program funds, and the income levels of households assisted and the affordability level for any units assisted; and,
 - 4) Close out report for contracts that were fully expended and in which all activities funded were completed during the fiscal year.
- C. The Department may request additional information as needed to meet other applicable reporting or audit requirements.
- D. The Contractor is responsible for the completion of audits and all costs of preparing audits.
- E. The Department reserves the right to perform or cause to be performed a financial audit. At the Department's request, the Contractor shall provide, at its own expense, a financial audit prepared by a certified public accountant.
- F. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in 24 CFR 85.36.
- 1) The Contractor shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.
 - 2) The Contractor is responsible for the completion of audits and all costs of preparing audits.
 - 3) If there are audit findings, the Contractor must submit a detailed response acceptable to the Department for each audit finding within ninety (90) days from the date of the audit finding report.

8. **Retention and Inspection of Records**

- A. The Contractor is responsible for maintaining records, which fully disclose the activities funded by the Grant. Adequate documentation of each transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to Grant funds.

EXHIBIT D

- B. The Contractor agrees that the Department or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. The Contractor agrees to provide the Department or its designee, with any relevant information requested. The Contractor agrees to permit the Department or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the PLHA Statutes, the NOFA, and this Agreement.
- C. The Contractor further agrees to retain all records for a period of five years after the end of the term of this Agreement:
- 1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues, which arise from it.
 - 2) The Contractor also agrees to include in any contract that it enters into in an amount exceeding \$10,000, the Department's right to audit the contractor's records and interview their employees. The Contractor shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Code Section 10115.10.
- D. The determination by the Department of the eligibility of any expenditure shall be final. If the eligibility of any expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and HCD shall determine the reimbursement method for the amount disallowed.
- E. The Contractor shall retain all books and records relevant to this Agreement for a minimum of five years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

9. **Breach and Remedies**

- A. The following shall each constitute a breach of this Agreement:
- 1) Contractor's failure to comply with the terms of this Agreement.

EXHIBIT D

- 2) Use of, or permitting the use of, Grant funds provided under this Agreement for any ineligible costs or for activities not approved under this Agreement.
 - 3) Any failure to comply with the deadlines set forth in this Agreement.
- B. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may:
- 1) Bar the Contractor from applying for future PLHA and other HCD funds;
 - 2) Revoke any other existing PLHA award(s) to the Contractor;
 - 3) Require the return of any unexpended PLHA funds disbursed under this Agreement;
 - 4) Require repayment of PLHA funds disbursed and expended under this agreement;
 - 5) Require the immediate return to the Department of all funds derived from the use of PLHA funds including, but not limited to recaptured funds and returned funds;
 - 6) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with the PLHA Program requirements; and,
 - 7) Seek such other remedies as may be available under the relevant agreement or any law.
- C. All remedies available to the Department are cumulative and not exclusive.
- D. The Department may give written notice to the Contractor to cure the breach or violation within a period of not less than fifteen days.

EXHIBIT D

10. **Termination**

- A. The Department may terminate this Agreement at any time for cause by giving a minimum of thirty days' notice of termination, in writing, to the Contractor. Cause shall consist of, violations of any terms and/or special conditions of this Agreement, the PLHA Statutes, or the NOFA. Upon termination of this Agreement, unless otherwise approved in writing by the Department, any unexpended funds received by the Contractor shall be returned to the Department within thirty days of the notice of termination.
- B. This Agreement is subject to any additional restrictions, limitations or conditions, or statute, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or the State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.
- C. The Department has the option to terminate this Agreement under the thirty-day cancellation clause or to amend this Agreement to reflect any reduction of funds.

11. **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

12. **Relocation**

Contractor shall comply with all requirements of applicable California relocation law (Gov. Code, § 7260 et seq. and the regulations promulgated thereunder at Cal. Code Regulations, Title. 25, § 6000 et seq.). Any relocation plan for the Development shall be subject to the review and approval by the State.

EXHIBIT D

13. **Special Conditions Contractors and Subrecipients**

The Contractor agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit E. These conditions shall be met to the satisfaction of the Department prior to disbursement of funds. The Contractor shall ensure that all Subrecipients are made aware of and agree to comply with all conditions of this Agreement and the applicable State requirements governing the use of Grant funds. The Contractor shall ensure that all Subrecipients are qualified to do business and in good standing with the California Secretary of State and the California Franchise Tax Board. Failure to comply with these conditions may result in cancellation of this Agreement.

14. **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

The Contractor agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Grant, the Contractor, its Subrecipients, and any other Grant activity.

15. **Litigation**

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Contractor shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

EXHIBIT E

PROGRAM-SPECIFIC PROVISIONS AND SPECIAL CONDITIONS

1. Program-Specific Provisions

The following are project-specific terms and conditions (referred to as enumerated provision(s) for ease of reference in prior exhibits) and shall inform the references made to project-specific information not contained in those prior exhibits.

Budget Detail:

Contractor has been awarded the following grant activity amounts for 2019: **\$533,023**

Contractor has been awarded the following grant activity amounts for 2020: **\$828,483**

Contractor has been awarded the following grant activity amounts for 2021: **\$911,720**

Estimated five-year allocation may not exceed: **\$3,198,138**

Payees:

A. The authorized Payee(s) is/are as specified below:

Name: **City of Sunnyvale**

Total Amount: **\$2,273,226**

Plan:

Activity 1 - Allocated funds will be used to support development, predevelopment, or rehabilitation costs for two affordable multifamily rental housing projects that have been awarded in the City's 2022 Notice of Funding Availability (NOFA). As part of the City's 2022 NOFA, City staff has recommended awarding four housing development projects with funding assistance. The City will use PLHA funding to support two of these projects. Each project is 100% affordable to lower-income households (excluding manager's units) and will be deed-restricted for a minimum of 55 years. The City will select projects that will enter into a loan agreement with the City prior to expenditure deadlines for Allocation Years 2019 and 2020. Based on staff recommendations, the City estimates that PLHA funding for this program will serve 306 lower-income households. The City will use a maximum of 5% of funds allocated to this activity for staff administrative costs.

EXHIBIT E

Funding Allocation Year	2019	2020	2021	2022	2023
Type of Activity	Affordable Rental Housing	Affordable Rental Housing			
Percentage of Funds Allocated for Each Activity	94%	60%			
Area Median Income Level Served	80%	80%			

Activity 6 - The City will fund two separate programs for this proposed activity:

1. The City will use allocated funds to provide operating support for an emergency shelter for teenagers and youth who are experiencing homelessness. The City will provide operating support funds in the amount of \$48,500 for Bill Wilson Center's Safety Net Shelter (SNS), which currently serves approximately 200 children (ages 12 to 17) each year, including children from Sunnyvale. SNS has experienced rising operational costs and must increasing costs associated with facility maintenance. PLHA funds will allow SNS to maintain operations, while completing needed repairs and meeting existing debt obligations.

2. The City will use allocated funds to provide rental assistance for seniors who are at-risk of homelessness. This new program will target seniors who are experiencing homelessness and extremely low-income seniors who are at-risk of losing their housing. Senior households (age 55 and up) who meet income certification requirements will be provided rental assistance in the amount of \$1,000 per month (payable to property owner). Additional rental assistance will be provided for security deposits, as necessary. The minimum term of assistance will be 12 months and qualifying households will be eligible for renewal on an annual basis. The City estimates that this program will serve 33 extremely low-income households annually. The City will use a maximum of 5% of funds allocated to these activities for staff administration costs. These funds will be used to supplement an additional full-time staff member to administer the new senior rental assistance program or to support operating by a qualified non-profit agency in Sunnyvale or Santa Clara County if additional staffing cannot be obtained.

Funding Allocation Year	2019	2020	2020	2021	2022	2023
Type of Activity	Operating Emergency Shelter	Operating Emergency Shelter	Rental Assistance	Rental Assistance	Rental Assistance	Rental Assistance
Percentage of Funds Allocated for Each Activity	1%	5%	22%	85%	85%	85%
Area Median Income Level Served	30%	30%	30%	30%	30%	30%

Permanent Local Housing Allocation (PLHA) Program – Grant
NOFA Date: (RD 1) 02/26/2020, (RD 2) 05/03/2021, (RD 3) 08/17/2022
Approved Date: 10/05/2020
Prep. Date: 02/24/2023

EXHIBIT E

Activity 7 - The City will use allocated funds to complete accessibility modifications in lower-income senior households as part of the City's existing Home Access Grant program. The Home Access Grant program provides grants of up to \$6,500 for seniors and/or disabled lower-income homeowners. Funds will be used to provide home accessibility repairs and installation of items such as grab bars, handrails, wheelchair lifts, and ramps. The City estimates that this program will serve 12 lower-income households per year. The City will use a maximum of 5% of funds allocated to this activity for staff administrative costs.

Funding Allocation Year	2019	2020	2021	2022	2023
Type of Activity		Accessibility modifications	Accessibility modifications	Accessibility modifications	Accessibility modifications
Percentage of Funds Allocated for each Activity		8%	10%	10%	10%
Area Median Income Level Served		80%	80%	80%	80%
Total Administrative Cost	5%	5%	5%	5%	5%

2. Special Conditions

The following Special Conditions are applicable to this Standard Agreement:

None.



City of Sunnyvale

Agenda Item

24-0416

Agenda Date: 4/9/2024

REPORT TO COUNCIL

SUBJECT

Authorize the Issuance of two (2) Three-Year Purchase Agreements to L.C. Action Police Supply in the Amount of \$600,000 and Summit Uniforms, LLC in the Amount of \$600,000 for Uniforms, Equipment, and Alterations (F24-049) for the Sunnyvale Department of Public Safety

STAFF RECOMMENDATION

Take the following actions:

- Authorize the issuance of a three-year purchase agreement in the amount of \$600,000 to LC Action Police Supply for uniforms and equipment;
- Authorize the issuance of a three-year purchase agreement in the amount of \$600,000 to Summit Uniforms for uniforms, equipment, and alterations;
- Authorize the City Manager to execute the agreements when all conditions have been met; and
- Authorize the City Manager to amend and renew the purchase agreements for up to two (2) additional one-year periods, subject to available budget, if pricing and service remain acceptable to the City.

BASIS FOR RECOMMENDATION

The Department of Public Safety (DPS) provides uniforms and related equipment for Public Safety Officers pursuant to the City's Memorandum of Understanding (MOU) with the Public Safety Officers Association and in compliance with the Department policy. Uniforms are also provided to some non-sworn employees such as Animal Control, Crime Prevention, Property and Evidence, and Records, and to staff in the Division of Fire & Environmental Services and Community Services Officers. In addition to uniforms, equipment such as holsters, belts, batons, handcuffs, and ballistic vests are purchased by the City.

An Invitation for Bids (IFB) was advertised on the DemandStar public procurement network on December 4, 2023. Sealed bids were publicly opened on January 10, 2024, with two (2) responsive bids received (See Bid Summary - Attachment 1 to the report).

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

Budgeted funds are available in the Public Safety Administrative Services program, and in projects

for recruitment, selection, and training of Public Safety officers.

PUBLIC CONTACT

Public contact was made by posting the Council meeting agenda on the City's official-notice bulletin board at City Hall, at the Sunnyvale Public Library and in the Department of Public Safety Lobby. In addition, the agenda and this report are available at the NOVA Workforce Services reception desk located on the first floor of City Hall at 456 W. Olive Avenue (during normal business hours), and on the City's website.

Prepared by: David Battaglia, Purchasing Officer

Reviewed by: Tim Kirby, Director of Finance

Reviewed by: Phan Ngo, Director of Public Safety

Reviewed by: Sarah Johnson-Rios, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Bid Summary

IFB F24-049 Uniforms, Equipment and Alteration Services Bid Summary										
Vendor Address Contact			LC Action 1088 N First St San Jose, CA 95112 Kip Muler				Summit Uniforms 545-A Meridian Ave San Jose, CA 95126 Paul Camaroto			
BID ITEM	DESCRIPTION	SPECIFICATIONS	BRAND OFFERED	UNIT COST YEAR 1	UNIT COST YEAR 2	UNIT COST YEAR 3	BRAND OFFERED	UNIT COST YEAR 1	UNIT COST YEAR 2	UNIT COST YEAR 3
1	ASP BATON 26"	ASP, 26" - 52611 - No substitutions	ASP 52611	\$ 131.42	\$ 131.42	\$ 131.42	ASP	\$ 199.00	\$ 207.00	\$ 216.00
2	ASP BATON HOLDER	ASP 52633 Scabbard	ASP 52633	\$ 49.63	\$ 49.63	\$ 49.63	ASP	\$ 79.00	\$ 83.00	\$ 87.00
3	BADGE HOLDER	Dutvman 5304	Dutyman # 5304	\$ 9.17	\$ 9.17	\$ 9.17	Strong	\$ 36.00	\$ 38.00	\$ 40.00
4	BALLISTIC HELMET	Protech 3A # 00207010	Protech # 00207010	\$ 442.50	\$ 442.50	\$ 442.50	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
5	BALLISTIC HELMET BAG	#00020178	Helmet bag # 00020178	\$ 39.99	\$ 39.99	\$ 39.99	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
6	BALLISTIC HELMET SHIELD	#000999863	000999863 - exact item	\$ 110.83	\$ 110.83	\$ 110.83	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
7	BALLISTIC VEST	Second Chance- SM02-3A00S-SM02 - No substitutions	SC SM02 As Spec'd	\$ 1,251.35	\$ 1,251.35	\$ 1,251.35	Safariland	\$ 1,149.00	\$ 1,195.00	\$ 1,243.00
8	BALLISTIC VEST COVERS	Second Chance - No substitutions E1 Cover	SC E1 As Spec'd	\$ 107.72	\$ 107.42	\$ 107.42	Item is included in Safariland ballistic vest (bid item 7)	\$ 139.00	\$ 145.00	\$ 151.00
9	BATON HOLDER	Bianchi 7313	Bianchi 7313	\$ 19.55	\$ 19.55	\$ 19.55	Bianchi #7312	\$ 26.00	\$ 28.00	\$ 30.00
10	BATON RING	Bianchi 7904	Bianchi 7904	\$ 10.72	\$ 10.72	\$ 10.72	Bianchi #7904	\$ 14.00	\$ 15.00	\$ 16.00
11	BELT, DUTY	BAM 7950, 1137	Bianchi # 7950	\$ 44.07	\$ 44.07	\$ 44.07	Bianchi #7960	\$ 89.00	\$ 93.00	\$ 97.00
12	BELT, DUTY	Bianchi 7980	Bianchi 7980	\$ 44.07	\$ 44.07	\$ 44.07	Bianchi	\$ 69.00	\$ 72.00	\$ 75.00
13	BELT, DUTY	Bianchi Buckleless 7970	Bianchi 7970	\$ 52.31	\$ 52.31	\$ 52.31	Bianchi #7970	\$ 89.00	\$ 93.00	\$ 97.00
14	BELT, DUTY	Bianchi Sam Browne 7960	Bianchi 7960	\$ 51.12	\$ 51.12	\$ 51.12	Bianchi #7960	\$ 89.00	\$ 93.00	\$ 97.00
15	BELT, DUTY	Bianchi Nvlon, 7200	Bianchi 7200	\$ 38.78	\$ 38.78	\$ 38.78	Bianchi #7200	\$ 89.00	\$ 93.00	\$ 97.00
16	BELT, DUTY	Bianchi Accumold, Webaeer 7210	Bianchi 7210	\$ 37.61	\$ 37.61	\$ 37.61	Bianchi #7210	\$ 69.00	\$ 72.00	\$ 75.00
17	BELT, DUTY, UNDERBELT	Bianchi 7205	Bianchi 7205	\$ 18.51	\$ 18.51	\$ 18.51	Bianchi #7205	\$ 32.00	\$ 34.00	\$ 36.00
18	BELT, PANTS	Boston 6582 (buckle), 6530 (no buckle)		no bid	no bid	no bid	Boston	6582 - \$39 6530 - \$54	6582 - \$41 6530 - \$57	6582 - \$43 6530 - \$60
19	BELT, PANTS	Bianchi, Garrison B8V	Bianchi	Discontinued	Discontinued	Discontinued	Boston 6505	\$ 44.00	\$ 46.00	\$ 48.00
20	BELT, PANTS	5.11 TDU Belt59552 (1.75")	5.11 59552	\$ 18.00	\$ 18.00	\$ 18.00	5.11 #59552	\$ 39.00	\$ 41.00	\$ 43.00
21	BELT, PANTS	5.11 TDU Belt 59551 (1.5")	5.11 59551	\$ 18.00	\$ 18.00	\$ 18.00	5.11 #59551	\$ 39.00	\$ 41.00	\$ 43.00
22	BELT, PANTS	Bianchi 7205 velcro	Bianchi 7205	\$ 18.51	\$ 18.51	\$ 18.51	Bianchi #7205	\$ 32.00	\$ 34.00	\$ 36.00
23	BELT, SWAT	Bianchi Web Belt 7202, 1.75"	Bianchi 7202	\$ 31.20	\$ 31.20	\$ 31.20	Bianchi	No currently offered	no bid	no bid
24	BLOUSING BANDS	Vanauard Coast Guard Boot Bands		no bid	no bid	no bid	Vanguard	\$ 7.00	\$ 8.00	\$ 9.00
25	BOOTS, MOTOR	Dehner or All American 905L		no bid	no bid	no bid	All American	\$ 629.00	\$ 655.00	\$ 682.00
26	BOOTS, POLICE ACADEMY	5.11 A.TAC 8" Storm #12004 (mens) #12217 (women)	Mens # 12392 W #12406	\$ 135.00	\$ 135.00	\$ 135.00	5.11 (new code 12392)	\$ 159.00	\$ 166.00	\$ 173.00
27	CAP, BASEBALL, BLUE WITH PATCH (Civilian)	Richardson 514		no bid	no bid	no bid	Richardson (patches supplied by S DPS)	\$ 18.00	\$ 19.00	\$ 20.00
28	CAP.DRESS	Hankin		no bid	no bid	no bid	Midway	No currently available	no bid	no bid
29	CHEST PROTECTOR, MFF	Hatch Centurion CDX2500 (chest/shoulder)		\$ 151.27	\$ 151.27	\$ 151.27	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
30	DIGITAL RECORDER POUCH	Bianchi 7303		\$ 19.25	\$ 19.25	\$ 19.25	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid

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BID ITEM	DESCRIPTION	SPECIFICATIONS	BRAND OFFERED	UNIT COST YEAR 1	UNIT COST YEAR 2	UNIT COST YEAR 3	BRAND OFFERED	UNIT COST YEAR 1	UNIT COST YEAR 2	UNIT COST YEAR 3
31	EARPIEC KIT	Braverman Comm. Astra# T20015L		\$ 43.74	\$ 43.74	\$ 43.74	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
32	ELBOW PADS, MFF	Hatch Centurion NE35		Discontinued	Discontinued	Discontinued	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
33	FLASHLIGHT & NC CHARGER	Streamlight Ultrastar 77551 LED, AC bid spec 4716,	Streamlight 77551	\$ 155.38	\$ 155.38	\$ 155.38	Streamlight #75455	\$ 199.00	\$ 207.00	\$ 216.00
34	FLASHLIGHT, CONE	Streamlight yellow cone wand 78904	Streamlight 78904	\$ 7.09	\$ 7.09	\$ 7.09	Streamlight #78904	\$ 12.00	\$ 13.00	\$ 14.00
35	FLASHLIGHT HOLDER	Bianchi 7909	Bianchi # 7909	\$ 9.85	\$ 9.85	\$ 9.85	Bianchi #22089	\$ 22.00	\$ 23.00	\$ 24.00
36	FLASHLIGHT HOLDER, BIANCHI, #7311	Bianchi 7311	Bianchi # 7311	\$ 21.31	\$ 21.31	\$ 21.31	Bianchi #22095	\$ 22.00	\$ 23.00	\$ 24.00
37	FLASHLIGHT, TLR -1		Streamlight TLR-1	\$ 135.97	\$ 135.97	\$ 135.97	Streamlight	\$ 199.00	\$ 207.00	\$ 216.00
38	FLEX CUFFS, MFF	Plastic Zip-Tie, Safariland 8210, 10Pk or individual	Safariland # 8210 pk 10ea	\$ 18.75	\$ 18.75	\$ 18.75	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
39	FOREARM PADS, MFF	Hatch Centurion FP100 Forearm	Hatch FP100	\$ 29.99	\$ 29.99	\$ 29.99	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
40	GEAR BAG, MFF	Hatch M2	Hatch M2	\$ 63.58	\$ 63.58	\$ 63.58	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
41	GLOVES,MFF	Hatch Centurion MP100	Hatch	\$ 34.29	\$ 34.29	\$ 34.29	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
42	GLOVES, WHITE PROCESSIONAL	Vanguard white Parade gloves		\$ 14.99	\$ 14.99	\$ 14.99	Vanguard #5800100	\$ 12.00	\$ 13.00	\$ 14.00
43	HANDCUFF CASE, DOUBLE	Bianchi 7917	Bianchi # 7917	\$ 29.99	\$ 29.99	\$ 29.99	Bianchi 22178	\$ 44.00	\$ 46.00	\$ 48.00
44	HANDCUFF CASE, DOUBLE, WEBGEAR	Bianchi 7317	Bianchi # 7317	\$ 19.25	\$ 19.25	\$ 19.25	Bianchi #7317	\$ 34.00	\$ 36.00	\$ 38.00
45	HANDCUFF CASE, SINGLE	Bianchi 7900	Bianchi # 7900	\$ 24.83	\$ 24.83	\$ 24.83	Bianchi #7900	\$ 44.00	\$ 46.00	\$ 48.00
46	HANDCUFF CASE, SINGLE	Bianchi 7300	Bianchi # 7300	\$ 21.91	\$ 21.91	\$ 21.91	Bianchi #7300	\$ 36.00	\$ 38.00	\$ 40.00
47	HANDCUFF KEY, HEAVY DUTY	Bianchi Accumold 7916	Bianchi # 7916	\$ 20.13	\$ 20.13	\$ 20.13	Bianchi #22119	\$ 29.00	\$ 31.00	\$ 33.00
48	HANDCUFF/MAG COMBO, PADDLEBACK	Bianchi 45, Blk Leather -to fit 9mm, .40 & .45 cal Glock	Bianchi # 573	\$ 39.99	\$ 39.99	\$ 39.99	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
49	HANDCUFFS, CHAINED	Peerless Chrome - No substitutions	Peerless exact item	\$ 29.98	\$ 29.98	\$ 29.98	Peerless #700C	\$ 38.00	\$ 40.00	\$ 42.00
50	HANDCUFFS, HINGED	Peerless Chrome	Peerless exact item	\$ 41.99	\$ 41.99	\$ 41.99	Peerless #801C	\$ 59.00	\$ 62.00	\$ 65.00
51	HASHMARK	Embroidered sleeve, various colors as needed		no bid	no bid	no bid	Hashmark	\$ 2.00	\$ 3.00	\$ 4.00
52	HAT, SWAT (CAMO)	Richardson		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
53	HAT, CAMPAIGN	Stratton S-40DB		no bid	no bid	no bid	Stratton F40	\$ 189.00	\$ 197.00	\$ 205.00
54	HAT, DRESS	Lancaster		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
55	HAT, DRESS, CHIEF ONLY (CUSTOM SCRAMBLE)	Lancaster		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
56	HELMET COVER, TRUSPEC	Tru Soec 5937		\$ 32.95	\$ 32.95	\$ 32.95	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
57	HELMET.MOTORCYCLE	Shoei RJ-Platinum Air LE		\$ 825.01	\$ 825.01	\$ 825.01	Shoei	\$ 699.00	\$ 727.00	\$ 757.00

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BID ITEM	DESCRIPTION	SPECIFICATIONS	BRAND OFFERED	UNIT COST YEAR 1	UNIT COST YEAR 2	UNIT COST YEAR 3	BRAND OFFERED	UNIT COST YEAR 1	UNIT COST YEAR 2	UNIT COST YEAR 3
58	HOLSTER PANCAKE (for Glock 9mm, 40 & 45)	Bianchi 60 / 83		Discontinued	Discontinued	Discontinued	Safariland 6360	\$ 204.00	\$ 213.00	\$ 222.00
59	HOLSTER, GLOCK		Safariland glock Holster	\$ 59.99	\$ 59.99	\$ 59.99	Safariland 6360	\$ 204.00	\$ 213.00	\$ 222.00
60	HOLSTER, GLOCK Gen 5		Safariland # 6360 w-light	\$ 139.98	\$ 139.98	\$ 139.98	Safariland 6360	\$ 204.00	\$ 213.00	\$ 222.00
61	HOLSTER, SWAT, TACTICAL THIGH	Safariland 6004	Safariland # 6004 no light	\$ 146.07	\$ 146.07	\$ 146.07	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
62	HOOD, SWAT, BLK, NOMEX	Hatch NH2500 Nomex Hood	Blackhawk # 333005	\$ 26.95	\$ 26.95	\$ 26.95	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
63	INSIGNIA PINS, ETC (DESCRIBE) Large LT. Bars	Vanquard		no bid	no bid	no bid	Vanquard	\$ 18.00	\$ 19.00	\$ 20.00
64	INSIGNIA PINS, ETC (DESCRIBE) Small LT. Bars	Vanquard		no bid	no bid	no bid	Vanquard	\$ 12.00	\$ 13.00	\$ 14.00
65	INSIGNIA PINS, FIRE BUGLES	Chief and Lt.		no bid	no bid	no bid	Blackinton cut out	\$ 34.00	\$ 36.00	\$ 38.00
66	JACKET, BICYCLE, BLK (Liner & Custom Print)	Mocean 2150 Avalanche w/reflect tape		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
67	JACKET, CNT	Chameleon soft shell (black) 48099 UP TO 2XL	5.11# 48373	\$ 126.01	\$ 126.09	\$ 126.01	5.11	\$ 154.00	\$ 161.00	\$ 168.00
68	JACKET, DUTY	Blauer 6120		no bid	no bid	no bid	Blauer #6120	\$ 204.00	\$ 213.00	\$ 222.00
69	JACKET, GANG UNIT/RAID	Royal Blue poly unlined windbreaker		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
70	JACKET, IKE	Sinatra		no bid	no bid	no bid	Flying cross #32189	\$ 389.00	\$ 405.00	\$ 422.00
71	JACKET, INSTRUCTORS	5.11 48001 3-in-1 Parka (range red 477) UP TO 2 XL	5.11 # 48358	\$ 243.01	\$ 243.01	\$ 243.01	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
72	JACKET, OFFICE (women)	Port Authority Pique Fleece L222		no bid	no bid	no bid	Port Authority	\$ 59.00	\$ 62.00	\$ 65.00
73	JACKET, OFFICE (men)	Port Authority Pique Fleece F222		no bid	no bid	no bid	Port Authority	\$ 59.00	\$ 62.00	\$ 65.00
74	JACKET, PATROL	Blauer #9820 w/liner		no bid	no bid	no bid	Blauer	\$ 483.00	\$ 503.00	\$ 524.00
75	JACKET, POLICE ACADEMY WINDBREAKER			no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
76	JACKET, RAID	Royal Blue poly unlined windbreaker		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
77	KEEPERS, BAM, 4-PACK	Bianchi 7906	Bianchi 7906	\$ 12.51	\$ 12.51	\$ 12.51	Bianchi #7906	\$ 17.00	\$ 18.00	\$ 19.00
78	KEEPERS, BIANCHI NYLON	Bianchi 7406	Bianchi 7406	\$ 12.21	\$ 12.21	\$ 12.21	Bianchi #7406	\$ 19.00	\$ 20.00	\$ 21.00
79	KEY STRAP, BAM, SILENT	Bianchi 7916	Bianchi 7916	\$ 20.13	\$ 20.13	\$ 20.13	Bianchi #7916	\$ 29.00	\$ 31.00	\$ 33.00
80	KEY STRAP, WEBGEAR	Bianchi 7316	Bianchi 7316	\$ 18.66	\$ 18.66	\$ 18.66	Bianchi #7916	\$ 29.00	\$ 31.00	\$ 33.00
81	KNEE PADS, MFF	Centurion KP250 knee pads	Centurion Knee pads	\$ 24.29	\$ 24.29	\$ 24.29	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
82	LANYARD (Whistle)	Windsor Whistle	Windsor Whistle	\$ 29.99	\$ 29.99	\$ 29.99	Tide Rider #400BK	\$ 4.00	\$ 5.00	\$ 6.00
83	MAG POUCH, DOUBLE	Bianchi 7302	Bianchi # 7302	\$ 26.31	\$ 26.31	\$ 26.31	Bianchi #7902	\$ 49.00	\$ 51.00	\$ 54.00
84	MAG POUCH, DOUBLE	Bianchi Threat III, 7922	Bianchi # 7922	\$ 26.01	\$ 26.01	\$ 26.01	Bianchi #7922	\$ 46.00	\$ 48.00	\$ 50.00
85	MAG POUCH, DOUBLE	Bianchi 7902, 1138	bianchi # 7902	\$ 31.59	\$ 31.59	\$ 31.59	Bianchi #7902	\$ 49.00	\$ 51.00	\$ 54.00

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BID ITEM	DESCRIPTION	SPECIFICATIONS	BRAND OFFERED	UNIT COST YEAR 1	UNIT COST YEAR 2	UNIT COST YEAR 3	BRAND OFFERED	UNIT COST YEAR 1	UNIT COST YEAR 2	UNIT COST YEAR 3
86	MAG POUCH, SINGLE (open top)		# 074 Paddle	\$ 21.16	\$ 21.16	\$ 21.16	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
87	MAG POUCH, SINGLE closed top)		# 7903	\$ 21.01	\$ 21.01	\$ 21.01	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
88	NAMETAG METAL (LIST SIUBLK, SIUBLU, OR GLD/BLU)	Classic BLACKINTON J1 NAME METAL NAME BAR	J1 Name Bar	\$ 18.95	\$ 18.95	\$ 18.95	Blackinton	\$ 19.00	\$ 20.00	\$ 21.00
89	NAMETAPE, CLOTH	Eddie		no bid	no bid	no bid	Francisco	\$ 12.00	\$ 13.00	\$ 14.00
90	NUMBERTAPE, CLOTH, BLK/SIL	Eddie		no bid	no bid	no bid	Francisco	\$ 12.00	\$ 13.00	\$ 14.00
91	O.C. HOLDER	Bianchi 7907	Bianchi # 7907	\$ 24.25	\$ 24.25	\$ 24.25	Bianchi	\$ 36.00	\$ 38.00	\$ 40.00
92	O.C. HOLDER, BAM, OPEN TOP	Bianchi 7908	Bianchi # 7908	\$ 20.43	\$ 20.43	\$ 20.43	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
93	O.C. HOLDER, NYLON - OPEN	Bianchi 7308	Bianchi # 7308	\$ 1,631.00	\$ 16.31	\$ 16.31	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
94	O.C. HOLDER, WEBGEAR - CLOSED/NYLON	Bianchi Accumold 7310	Bianchi # 7310	\$ 16.91	\$ 16.91	\$ 16.91	Bianchi #7307	\$ 36.00	\$ 38.00	\$ 40.00
95	O C. SPRAY, MK4 & MK4C	Defence Technologies MKIV DEFTEC # 5049	Deftec # 5049	\$ 16.32	\$ 16.32	\$ 16.32	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
96	O.C. SPRAY, SMALL MK3	Defence Technologies MKIII DEFTEC # 5039	Deftec # 5039	\$ 14.51	\$ 14.51	\$ 14.51	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
97	PATCH, CLOTH STAR. CAPT	HD Graphics		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	Item procured by Sunnyvale and provided to Summit	no bid	no bid
98	PATCH, CLOTH STAR. GOLD	HD Graphics		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	Item procured by Sunnyvale and provided to Summit	no bid	no bid
99	PATCH, CLOTH STAR, LT	HD Graphics		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	Item procured by Sunnyvale and provided to Summit	no bid	no bid
100	PATCH, CLOTH STAR, PSO	HD Graphics		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	Item procured by Sunnyvale and provided to Summit	no bid	no bid

IFB F24-049 Uniforms, Equipment and Alteration Services Bid Summary										
Vendor Address Contact			LC Action 1088 N First St San Jose, CA 95112 Kip Muler				Summit Uniforms 545-A Meridian Ave San Jose, CA 95126 Paul Camaroto			
BID ITEM	DESCRIPTION	SPECIFICATIONS	BRAND OFFERED	UNIT COST YEAR 1	UNIT COST YEAR 2	UNIT COST YEAR 3	BRAND OFFERED	UNIT COST YEAR 1	UNIT COST YEAR 2	UNIT COST YEAR 3
101	PATCH, CLOTH STAR, SUBDUED	HD Graphics		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	Item procured by Sunnyvale and provided to Summit	no bid	no bid
102	PATCH, CLOTH STAR, SWAT SUBDUED	HD Graphics		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	Item procured by Sunnyvale and provided to Summit	no bid	no bid
103	PATCH, CLOTH, FIRE	Summit		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	Item procured by Sunnyvale and provided to Summit	no bid	no bid
104	PATCH, CLOTH, SHIELD	HD Graphics		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	Item procured by Sunnyvale and provided to Summit	no bid	no bid
105	PATCH, FLAG	Schweizer Emblems		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	Item procured by Sunnyvale and provided to Summit	no bid	no bid
106	PATCH, MOTOR WHEEL, SET	Schweizer Emblems		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	Item procured by Sunnyvale and provided to Summit	no bid	no bid
107	PATCHES, CLOTH 'POLICE' STAR	Schweizer Emblems		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	Item procured by Sunnyvale and provided to Summit	no bid	no bid

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Vendor Address Contact			LC Action 1088 N First St San Jose, CA 95112 Kip Muler				Summit Uniforms 545-A Meridian Ave San Jose, CA 95126 Paul Camaroto			
BID ITEM	DESCRIPTION	SPECIFICATIONS	BRAND OFFERED	UNIT COST YEAR 1	UNIT COST YEAR 2	UNIT COST YEAR 3	BRAND OFFERED	UNIT COST YEAR 1	UNIT COST YEAR 2	UNIT COST YEAR 3
108	PATCHES. DPS PATROL	HD Graphics		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	Item procured by Sunnyvale and provided to Summit	no bid	no bid
109	PATCHES.EXPLORER	HD Graphics		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	Item procured by Sunnyvale and provided to Summit	no bid	no bid
110	RADIO HOLDER	Bianchi 7923	Bianchi # 7923	\$ 33.06	\$ 33.06	\$ 33.06	Bianchi	\$ 49.00	\$ 51.00	\$ 54.00
111	RADIO HOLDER	Bianchi Universal 7914S	Bianchi # 7914S	\$ 41.13	\$ 41.13	\$ 41.13	Bianchi	\$ 59.00	\$ 62.00	\$ 65.00
112	RADIO HOLDER	Bianchi 7324	Bianchi # 7327	\$ 27.91	\$ 27.91	\$ 27.91	Bianchi #7914S	\$ 59.00	\$ 62.00	\$ 65.00
113	RAIL MOUNTED LIGHT POUCH	Bianchi 7327		Discontinued	Discontinued	Discontinued	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
114	RAINGEAR, ANIMAL CONTROL	Blauer 9691 (No "Police" on back)		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
115	RAINGEAR, JACKET	Blauer 9691		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
116	RAINGEAR, BLAUER, JACKET, CSO	BLAUER 233R with hood		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
117	RAINGEAR, PANTS	5.11 48057 UP TO 2XL	5.11 # 48350	\$ 103.51	\$ 103.51	\$ 103.51	5.11 #48350	\$ 129.00	\$ 135.00	\$ 141.00
118	RAINGEAR, HOOD	Blauer (w/Jacket)		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
119	SHIN GUARDS, MFF	Hatch Centurion TS70	Hatch # EXT SF	\$ 86.76	\$ 86.76	\$ 86.76	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
120	SHIRTS, ANIMAL CONTROL, SIS TAN W/IN SHIRT	Flying Cross 69R6604		no bid	no bid	no bid	Flying Cross #69R6604	\$ 69.00	\$ 72.00	\$ 75.00
121	SHIRTS, ANIMAL CONTROL, US TAN W/IN SHIRT	Flying Cross 19W6604		no bid	no bid	no bid	Flying Cross #19W6604	\$ 79.00	\$ 83.00	\$ 87.00
122	SHIRTS. ANIMAL CONTROL POLO	Port Authority L455 (women)		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
123	SHIRTS. ANIMAL CONTROL POLO	Port Authority K455 (men)		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
124	SHIRTS, ANIMAL CONTROL POLO US	Port Authority K455LS (men)		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
125	SHIRTS, BIKE, POLO, SIS BLK W/ NAME EMBROIDERY	5.11 Performance Polo 71049 UP TO 2 XL		\$ 94.99	\$ 94.99	\$ 94.99	5.11 #71049	\$ 54.00	\$ 57.00	\$ 60.00
126	SHIRTS, BIKE, POLO, US BLK W/ NAME EMBROIDERY	5.11 Performance Polo 72049 UP TO 2XL		\$ 98.99	\$ 98.99	\$ 98.99	5.11 #72049	\$ 59.00	\$ 62.00	\$ 65.00

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BID ITEM	DESCRIPTION	SPECIFICATIONS	BRAND OFFERED	UNIT COST YEAR 1	UNIT COST YEAR 2	UNIT COST YEAR 3	BRAND OFFERED	UNIT COST YEAR 1	UNIT COST YEAR 2	UNIT COST YEAR 3
127	SHIRTS, CADET, L-SLEEVE, TAN, CLOTH	Dickies Poly Cotton RN20967		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
128	SHIRTS, CADET, S-SLEEVE, TAN, CLOTH	Dickies Poly cotton		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
129	SHIRTS, CPNAN.CONTROL, L-SLEEVE, TAN, POLY	Flving Cross 19W6604		no bid	no bid	no bid	Flying Cross #19W6604	\$ 79.00	\$ 83.00	\$ 87.00
130	SHIRTS, CPNANM.CONTROL, S-SLEEVE, TAN, POLY	Flving Cross 69R6604		no bid	no bid	no bid	Flying Cross #69R6604	\$ 69.00	\$ 72.00	\$ 75.00
131	SHIRTS, CSI/K-9, L-SLEEVE, BLU, BDU	Blauer 8703		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
132	SHIRTS, CSI/K-9, S-SLEEVE, BLU, BDU	Blauer 8713		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
133	SHIRTS, EXPLORER, L-SLEEVE, LITE BLUE	Blauer 8431		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
134	SHIRTS, EXPLORER, S-SLEEVE, LITE BLUE	Blauer8421		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
135	SHIRTS, FIRE COMMAND, W HITE, US	Flving Cross 45W6600		no bid	no bid	no bid	Flying Cross	\$ 89.00	\$ 93.00	\$ 97.00
136	SHIRTS, FIRE COMMAND, W HITE, SIS	Flving Cross 95R6600		no bid	no bid	no bid	Flying Cross	\$ 84.00	\$ 88.00	\$ 92.00
137	SHIRTS, FIRE NOMEX S/S	Nomex 705MN		no bid	no bid	no bid	Workwear Outfitters	\$ 197.00	\$ 205.00	\$ 214.00
138	SHIRTS, FIRE NOMEX US	Nomex 700MN		no bid	no bid	no bid	Workwear Outfitters	\$ 169.00	\$ 176.00	\$ 184.00
139	SHIRTS, FIRE PREVENTION, NOMEX US	Nomex 700MN		no bid	no bid	no bid	Workwear Outfitters	\$ 169.00	\$ 176.00	\$ 184.00
140	SHIRTS, FIRE PREVENTION, NOMEX SIS	Nomex 705MN		no bid	no bid	no bid	Workwear Outfitters	\$ 197.00	\$ 205.00	\$ 214.00
141	SHIRTS, INCLEMENT WEATHER	Blauer 8703		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
142	SHIRTS, MANAGER.RECORDS & DISPATCH, US	Elbeco Paragon Plus 811, 867		no bid	no bid	no bid	Elbeco	\$ 44.00	\$ 46.00	\$ 48.00
143	SHIRTS, MANAGER.RECORDS & DISPATCH, SIS	Elbeco Paraqon Plus 801, 877		no bid	no bid	no bid	Elbeco	\$ 54.00	\$ 57.00	\$ 60.00
144	SHIRTS, MFF, US, BLK	Propper 2412		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
145	SHIRTS, NVI/PEO, US, LIGHT BLUE	Flving Cross 45W6625		no bid	no bid	no bid	Flying Cross	\$ 89.00	\$ 93.00	\$ 97.00
146	SHIRTS, NVI/PEO, S/S, LIGHT BLUE	Flving Cross 95R6625		no bid	no bid	no bid	Flying Cross	\$ 84.00	\$ 88.00	\$ 92.00
147	SHIRTS, PATROL, L-SLEEVE, 100% WOOL	Flving Cross 20W9586		no bid	no bid	no bid	Flying Cross #20W9586	\$ 102.00	\$ 107.00	\$ 112.00
148	SHIRTS, PATROL, L-SLEEVE, POLYESTER,	Flving Cross 48W6686		no bid	no bid	no bid	Flying Cross #48W66	\$ 109.00	\$ 114.00	\$ 119.00
149	SHIRTS, PATROL, S-SLEEVE, 100% WOOL	Flving Cross 70R9586		no bid	no bid	no bid	Flying Cross #70R95	\$ 92.00	\$ 96.00	\$ 100.00

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BID ITEM	DESCRIPTION	SPECIFICATIONS	BRAND OFFERED	UNIT COST YEAR 1	UNIT COST YEAR 2	UNIT COST YEAR 3	BRAND OFFERED	UNIT COST YEAR 1	UNIT COST YEAR 2	UNIT COST YEAR 3
150	SHIRTS, PATROL, S-SLEEVE, POLYESTER,	Flying Cross 98R6686		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
151	SHIRTS, POLICE ACADEMY (Light Blue)	Horace Small (Red Cap) Model SP56mB7		no bid	no bid	no bid	Workwear Outfitters #SP56MB	\$ 39.00	\$ 41.00	\$ 43.00
152	SHIRT, POLO	5.11 Performance Polo 71049 UP TO 2 XL	5.11 # 71049	\$ 43.21	\$ 43.21	\$ 43.21	5.11 #71049	\$ 54.00	\$ 57.00	\$ 60.00
153	SHIRT, POLO	5.11 Performance Polo 61165 UP TO 2XL	5.11# 61165	\$ 41.41	\$ 41.41	\$ 41.41	5.11 #61165	\$ 54.00	\$ 57.00	\$ 60.00
154	SHIRT, POLO	5.11 Performance Polo 72049 UP TO 2XL	5.11 # 72049	\$ 51.31	\$ 51.31	\$ 51.31	5.11 #72049	\$ 59.00	\$ 62.00	\$ 65.00
155	SHIRT, POLO	Port Authority L500, Womens (S/S)		no bid	no bid	no bid	Port Authority #L500	\$ 35.00	\$ 37.00	\$ 39.00
156	SHIRT, POLO	Port Authority L500LS, Womens (US)		no bid	no bid	no bid	Port Authority #L500LS	\$ 35.00	\$ 37.00	\$ 39.00
157	SHIRT, POLO	Port Auhtrity K500LS Men (US)		no bid	no bid	no bid	Port Authority #K500LS	\$ 35.00	\$ 37.00	\$ 39.00
158	SHIRT, POLO	Port Authority L420		no bid	no bid	no bid	Port Authority #L420	\$ 35.00	\$ 37.00	\$ 39.00
159	SHIRT, POLO	Port Auhtrity K420		no bid	no bid	no bid	Port Authority #K420P	\$ 35.00	\$ 37.00	\$ 39.00
160	SHIRT, POLO	Port Auhtrity L568		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
161	SHIRT, POLO, DISPATCH/ PROPERTY(women)	5.11 Helios 61305 women UP TO 2XL	5.11 # 61305	\$ 41.41	\$ 41.41	\$ 41.41	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
162	SHIRT, POLO, DISPATCH/ PROPERTY(men)	5.11 Helios 41192 men UP TO 2XL	5.11 # 41192	\$ 41.41	\$ 41.41	\$ 41.41	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
163	SHIRTS, POLO PROESSIONAL	5.11 Professional Polo 41060 S/S UP TO 2XL	5.11 # 41060	\$ 45.01	\$ 45.01	\$ 45.01	5.11	\$ 59.00	\$ 62.00	\$ 65.00
164	SHIRTS, POLO PROESSIONAL	5.11 Professional Polo 42056 US UP TO 2XL	5.11 # 42056	\$ 49.51	\$ 49.51	\$ 49.51	5.11 #42056	\$ 59.00	\$ 62.00	\$ 65.00
165	SHIRTS, RECORDS, L-SLEEVE, WHITE	Elbeco 8011877		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
166	SHIRTS, RECORDS, S-SLEEVE, WHITE	Elbeco		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
167	SHIRTS, SWAT, COMBAT	Tru-Spec Combat Shirt 2550		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
168	SHIRTS, SWAT, STRYKE TDU LS RAPID	72071, Stryke TDU LS Rapid shirt (color: black or green)	5.11 # 72071	\$ 75.61	\$ 75.61	\$ 75.61	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
169	SHIRTS, SWAT, RIPSTOPTDU US	72002, Ripstop TDU US Shirt, (Color: black or green)	5.11# 72002	\$ 75.61	\$ 75.61	\$ 75.61	5.11	\$ 74.00	\$ 77.00	\$ 81.00
170	SHIRTS, TAC, L-SLEEVE, BLK, BDU, W/NUMBERTAPE	Proper Ripstop		no bid	no bid	no bid	5.11 #72002	\$ 74.00	\$ 77.00	\$ 81.00
171	SHIRTS, UAS, TDU, ORK NAVY	5.11 Uong sleeve TDU #72002, dark navy	5.11 # 72002	\$ 75.60	\$ 75.60	\$ 75.60	5.11	\$ 74.00	\$ 77.00	\$ 81.00
172	SHOES, BIKE	Magnum or Rocky, Quarter Length		no bid	no bid	no bid	Rebbok 8105	\$ 124.00	\$ 129.00	\$ 135.00
173	SHORTS, BIKE, BLK, BDU	Mocean, TR601		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
174	SHOULDER PADS, MFFICHEST PROTECTOR	Hatch, Centurion		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
175	SL 20X BATTERY	Streamlight - for SL-20X	Streamlight # 77375	\$ 33.58	\$ 33.58	\$ 33.58	Streamlight	\$ 45.00	\$ 47.00	\$ 49.00
176	SL 20X W/AC CHARGER	Streamlight - for SL-20X 20701	Streamlight # 20701	\$ 145.67	\$ 145.67	\$ 145.67	Streamlight	\$ 149.00	\$ 155.00	\$ 162.00

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BID ITEM	DESCRIPTION	SPECIFICATIONS	BRAND OFFERED	UNIT COST YEAR 1	UNIT COST YEAR 2	UNIT COST YEAR 3	BRAND OFFERED	UNIT COST YEAR 1	UNIT COST YEAR 2	UNIT COST YEAR 3
177	SWAT, BALACLAVA	Blackhawk, Nomex #HDC19575 #333005	Bhawk # 333005	\$ 26.95	\$ 26.95	\$ 26.95	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
178	SWAT, COVERED COMP LIGHT HOLDER	Bianchi 7911	Bianchi # 7911	\$ 24.25	\$ 24.25	\$ 24.25	Bianchi #22095	\$ 22.00	\$ 23.00	\$ 24.00
179	SWAT, FIELD JACKET	Propper, No Patches		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
180	SWAT, FLASHLIGHT	Streamlight 75013	Streamlight # 75013	Discontinued	Discontinued	Discontinued	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
181	SWAT, GLOVES	Hatch KSG500, Kevlar Shooting	Katch KSG500	\$ 24.67	\$ 24.67	\$ 24.67	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
182	SWAT, JACKET	Gortex Hatch MT2000		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
183	SWAT, MAGAZINE POUCH	Bianchi Accumold, Close Top 7302	Bianchi # 7302	\$ 26.31	\$ 26.31	\$ 26.31	Bianchi #7302	\$ 49.00	\$ 51.00	\$ 54.00
184	SWAT, MAGAZINE POUCH	Bianchi Accumold, Open Top 7320	Bianchi # 7320	\$ 26.31	\$ 26.31	\$ 26.31	Bianchi #7922	\$ 46.00	\$ 48.00	\$ 50.00
185	TIE CLIP	Gold or Silver, Vanquard		no bid	no bid	no bid	Samuel Broome	\$ 10.00	\$ 11.00	\$ 12.00
186	TIE CLIP, SUNNYVALE	Hook fast		no bid	no bid	no bid	Hook Fast #TC-860R	\$ 14.00	\$ 15.00	\$ 16.00
187	TIE, BLACK	S. Broome Clip-on		no bid	no bid	no bid	Samuel Broome	\$ 10.00	\$ 11.00	\$ 12.00
188	TIE, BOWTIE, BLUE, SOUTHER STYLE, RECORDS	S. Broome Snap-on		no bid	no bid	no bid	Boston	\$ 10.00	\$ 11.00	\$ 12.00
189	TIE, NAVY, PATROL	S. Broome Clip-on		no bid	no bid	no bid	Samuel Broome	\$ 10.00	\$ 11.00	\$ 12.00
190	TROUSERS, ANIM. CTRL, BLACK	Blauer 8810		no bid	no bid	no bid	Blauer	\$ 84.00	\$ 88.00	\$ 92.00
191	TROUSERS, BICYCLE, BLK	Mocean, Blk 2050		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
192	TROUSERS, CADET, TAN, CLOTH	Dickies 640		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
193	TROUSERS, CPA, TAN, POLYESTER	Fechheimer 46351		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
194	TROUSERS, CSI/K-9, BLU BDU'S	Blauer 8810		no bid	no bid	no bid	Blauer	\$ 84.00	\$ 88.00	\$ 92.00
195	TRPUSERS, FIRE NOMEX	Nomex 402MN (men) 401MN (women) Nomex 402MN (men) 401MN(women)		no bid	no bid	no bid	Workwear Outfitters	\$ 186.00	\$ 194.00	\$ 202.00
196	TROUSERS, FIRE PREVENTION, NOMEX	Nomex 402MN (men) 401MN (women) Nomex 402MN (men) 401MN(women)		no bid	no bid	no bid	Workwear Outfitters	\$ 186.00	\$ 194.00	\$ 202.00
197	TROUSERS, MANAGER, RECORDS & DISPATCH	Flying Cross SUMTRS01		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
198	TROUSERS, MOTOR BRITCHES	Sinatra		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
199	TROUSERS, PATROL, 100% WOOL	Fechheimer 32289		no bid	no bid	no bid	Flying Cross	\$ 119.00	\$ 124.00	\$ 129.00
200	TROUSERS, PATROL, POLYESTER	Fechheimer 38289		no bid	no bid	no bid	Flying Cross #38289	\$ 79.00	\$ 83.00	\$ 87.00
201	TROUSERS, PROPERTY, 5.11 TATICAL PRO	5.11 Strvke Pant 64386 (women), 74369 (men)		\$ 73.81	\$ 73.81	\$ 73.81	5.11	\$ 89.00	\$ 93.00	\$ 97.00

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BID ITEM	DESCRIPTION	SPECIFICATIONS	BRAND OFFERED	UNIT COST YEAR 1	UNIT COST YEAR 2	UNIT COST YEAR 3	BRAND OFFERED	UNIT COST YEAR 1	UNIT COST YEAR 2	UNIT COST YEAR 3
202	TROUSERS, POLICE ACADMEY TDU	5.11 TDU black	5.11 # 74003	\$ 65.01	\$ 65.01	\$ 65.01	5.11	\$ 79.00	\$ 83.00	\$ 87.00
203	TROUSERS, POLICE ACADMEY			no bid	no bid	no bid	FlyingCross	\$ 89.00	\$ 93.00	\$ 97.00
204	TROUSERS,RECORDS,BLU,POLY/W OOL	Edwards 8783-07 or Flving Cross 39400W or 39400		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
205	TROUSERS, SWAT TAC, BLK, BDU'S, SIZE-SPECIFIC	74068 XPRT Tactical Pant (color: black or green)		Discontinued	Discontinued	Discontinued	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
206	TROUSERS, UAS, TDU, DARK NAVY	5.11 TDU Pant #74003, dark navy	5.11 # 74003	\$ 58.51	\$ 58.51	\$ 58.51	5.11	\$ 79.00	\$ 83.00	\$ 87.00
207	WHISTLE, BLACK	Acme, Blk Plastic		\$ 9.99	\$ 9.99	\$ 9.99	Tide Rider	\$ 8.00	\$ 9.00	\$ 10.00
208	WHISTLE, CHROME	Acme, Chrome		\$ 9.99	\$ 9.99	\$ 9.99	Tide Rider	\$ 5.00	\$ 6.00	\$ 7.00
209	WINDBREAKER, CHAPLAIN, W/PATCHES	Blue Polyester windbreaker, no lining		no bid	no bid	no bid	Item is believed to be no longer worn by Sunnyvale DPS	no bid	no bid	no bid
ALTERATIONS/REPAIRS				N/A	N/A	N/A				
210	Cut tails			N/A	N/A	N/A		\$ 12.00	\$ 13.00	\$ 14.00
211	Dart back			N/A	N/A	N/A		\$ 25.00	\$ 26.00	\$ 28.00
212	Hash marks			N/A	N/A	N/A		\$ 2.00	\$ 3.00	\$ 4.00
213	Re-hem pants			N/A	N/A	N/A		\$ 15.00	\$ 16.00	\$ 17.00
214	Remove hash marks			N/A	N/A	N/A		\$ 3.00	\$ 4.00	\$ 5.00
215	Remove patches			N/A	N/A	N/A		\$ 4.00	\$ 5.00	\$ 6.00
216	Sew patches - jacket			N/A	N/A	N/A		\$ 6.00	\$ 7.00	\$ 8.00
217	Sew patches - shirt			N/A	N/A	N/A		\$ 4.00	\$ 5.00	\$ 6.00
218	Shorten crotch			N/A	N/A	N/A		\$ 25.00	\$ 26.00	\$ 28.00
219	Shorten sleeves			N/A	N/A	N/A		\$ 25.00	\$ 26.00	\$ 28.00
220	Take in sides			N/A	N/A	N/A		\$ 25.00	\$ 26.00	\$ 28.00
221	Take in sides & sleeves			N/A	N/A	N/A		\$ 25.00	\$ 26.00	\$ 28.00
222	Take in waist/let out waist			N/A	N/A	N/A		\$ 25.00	\$ 26.00	\$ 28.00
223	Zipppers in customer's garments			N/A	N/A	N/A		\$ 20.00	\$ 21.00	\$ 22.00
Custom Alterations		Per 1/2 hour								
		Per hour								



City of Sunnyvale

Agenda Item

24-0179

Agenda Date: 4/9/2024

REPORT TO COUNCIL

SUBJECT

Award of Consultant Service Agreement in the Amount of \$388,944.89 to Kimley-Horn and Associates, Inc. to Study Improvements to Bicycle and Pedestrian Access at Sunnyvale Caltrain Station (F23-169) and Find that the Action is Exempt from the California Environmental Quality Act (CEQA) Pursuant to CEQA Guidelines Section 15262

STAFF RECOMMENDATION

Take the following actions:

- Award a Consultant Service Agreement in substantially the same form as Attachment 1 to the report in an amount not-to-exceed \$388,944.89 to Kimley-Horn and Associates, Inc. of Raleigh, NC;
- Approve a 10% contingency in the amount of \$38,894.49;
- Authorize the City Manager to execute the contract when all necessary conditions have been met; and
- Find the Project exempt from the California Environmental Quality Act (CEQA) pursuant to Guidelines Section 15378(a).

BASIS FOR RECOMMENDATION

This study will evaluate the existing conditions for pedestrian and bicycle access to the Sunnyvale Caltrain Station and recommend improvements. A Request for proposals (RFP) was posted on DemandStar on August 24, 2023, and distributed to multiple California firms. Three (3) proposals were received on September 26, 2023. Kimley-Horn and Associates, Inc. was selected as the highest-ranked proposer. A detailed scope of work is included in Attachment 1 to this report.

ENVIRONMENTAL REVIEW

The action being considered is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15262 as the actions relate to the authorization of a feasibility and planning study for possible future actions that the City Council has not approved, adopted or funded. Specifically, consideration of the improvements to bicycle and pedestrian access at Sunnyvale Caltrain Station is not a commitment to any project and thus does not require environmental review at this time. Should Council direct staff to move the project forward, appropriate CEQA analysis will be performed after a final study, which will include concept plans, an implementation plan and cost estimates of any recommended improvements, has been approved.

FISCAL IMPACT

Funding for this project is available in Project 835210 - Improve Bicycle and Pedestrian Access at Sunnyvale Caltrain Station. A project budget financial summary. A project budget financial summary is included as Attachment 2.

PUBLIC CONTACT

Public contact was made by posting the Council meeting agenda on the City's official-notice bulletin board at City Hall, at the Sunnyvale Public Library and in the Department of Public Safety Lobby. In addition, the agenda and this report are available at the NOVA Workforce Services reception desk located on the first floor of City Hall at 456 W. Olive Avenue (during normal business hours), and on the City's website.

Prepared by: David Battaglia, Purchasing Officer

Reviewed by: Tim Kirby, Director of Finance

Reviewed by: Chip Taylor, Director of Public Works

Reviewed by: Jaqui Guzmán, Deputy City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Draft Consultant Service Agreement
2. Budget Summary Sheet - 835210 - Improve Bicycle and Pedestrian Access at Sunnyvale Caltrain Station

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE
AND KIMLEY-HORN AND ASSOCIATES, INC. FOR DESIGN AND
CONSTRUCTION SUPPORT SERVICES FOR IMPROVEMENTS TO BICYCLE
AND PEDESTRIAN ACCESS TO CALTRAIN STATION PROJECT**

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE ("CITY"), a California chartered municipal corporation, and KIMLEY-HORN AND ASSOCIATES, INC., ("CONSULTANT"), a North Carolina corporation.

WHEREAS, CITY advertised a Request for Proposals (RFP) F23-169 on August 24, 2023, for Professional Services for Improvements to Bicycle and Pedestrian Access at Sunnyvale Caltrain Station; and

WHEREAS, CITY accepted CONSULTANT's proposal submitted on September 26, 2023; and

WHEREAS, CITY desires to secure professional services necessary for investigation, analysis, design, preparation of construction drawings and contract specifications, consultation, services during construction and other services for a project known as Improvements to Bicycle and Pedestrian Access at Sunnyvale Caltrain Station; and

WHEREAS, CONSULTANT represents that it, and its sub-consultants, if any, possess the professional qualifications and expertise to provide the required services and are licensed by the State of California to practice engineering in the required disciplines;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Detailed Scope of Work." All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Adam Dankberg, P.E. to this project, to act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

Except as specified in this Agreement, CONSULTANT shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the services required in this Agreement.

2. Notice to Proceed/Completion of Services

- A. CONSULTANT shall commence services upon receipt of a Notice to Proceed from CITY. Notice shall be deemed to have occurred three (3) calendar days after deposit in the regular course of the United States mail.
- B. When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A," CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder.

CONSULTANT may request this determination of completion when, in its opinion, it has satisfactorily completed the Scope of Work (Exhibit "A"), and if so requested, CITY shall make this determination within fourteen (14) days of such request.

3. Project Schedule

The Project Schedule is set forth in the attached Exhibit "A-1."

4. Payment of Fees and Expenses

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule." All compensation will be based on monthly billings as provided in Exhibit "B." Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit "B" for each phase. In no event shall the total amount of compensation payable under this agreement exceed the sum of Three Hundred Eighty-Eight Thousand Nine Hundred Forty-Four and 89/100 Dollars (\$388,944.89) for the duration of the contract, unless upon written modification of this Agreement in accordance with Section 30 below. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

CONSULTANT will be reimbursed as promptly as fiscal procedures will permit upon receipt by the CITY of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated in the Compensation Schedule and shall reference the project title. The final invoice must contain the final cost and all credits due CITY. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work.

5. No Assignment of Agreement

CONSULTANT bind themselves, their partners, successors, assigns, executors, and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for under this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of CITY. However, claims for money due to or to become due to CONSULTANT from CITY under this Agreement may be assigned to a bank, trust company or other financial institutions, or to a trustee in bankruptcy, provided that written notice of any such assignment or transfer shall be first furnished to CITY. In case of the death of one or more members of CONSULTANT's firm, the surviving member or members shall complete the services covered by this Agreement. Any such assignment shall not relieve CONSULTANT from any liability under the terms of this Agreement.

6. Consultant is an Independent Contractor

CONSULTANT is not an agent or employee of CITY but is an independent contractor with full rights to manage its employees subject to the requirements of the law. All persons employed by CONSULTANT in connection with this Agreement will be employees of CONSULTANT and not employees of CITY in any respect. CONSULTANT is responsible for obtaining statutory Workers' Compensation coverage for its employees.

7. Consultant's Services to be Approved by a Registered Professional

All reports, costs estimates, plans and other documents which may be submitted or furnished by CONSULTANT shall be approved and signed by a qualified registered professional in the State of California. The title sheet for calculations, specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the professional responsible for their preparation.

8. Standard of Workmanship

CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform the services and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONSULTANT's representations regarding its skills and knowledge. CONSULTANT shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations reports and other documents furnished under the Scope of Work (Exhibit "A") shall be of a quality acceptable to CITY. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well-organized, technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by CITY for similar projects.

9. Responsibility of CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of the services furnished by it under this Agreement. Neither CITY's review, acceptance nor payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and CONSULTANT shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONSULTANT's negligent performance of any of the services furnished under this Agreement.

Any acceptance by CITY of plans, specifications, calculations, construction contract documents, reports, diagrams, maps and other material prepared by CONSULTANT shall not, in any respect, absolve CONSULTANT for the responsibility CONSULTANT has in accordance with customary standards of good engineering practice in compliance with applicable Federal,

State, County and/or municipal laws, ordinances, regulations, rules and orders.

10. Right of CITY to Inspect Records of CONSULTANT

CITY, through its authorized employees, representatives, or agents, shall have the right, at any and all reasonable times, to audit the books and records including, but not limited to, invoices, vouchers, canceled checks, time cards of CONSULTANT for the purpose of verifying any and all charges made by CONSULTANT in connection with this Agreement. CONSULTANT shall maintain for a minimum period of three (3) years from the date of final payment to CONSULTANT or for any longer period required by law, sufficient books and records in accordance with generally accepted accounting practices to establish the correctness of all charges submitted to CITY by CONSULTANT. Any expenses not so recorded shall be disallowed by CITY.

11. Confidentiality of Material

All ideas, memoranda, specifications, plans, calculations, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for CONSULTANT and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shall not, without the prior written consent of CITY be used for any purposes other than the performance of the Project services, nor be disclosed to an entity not connected with the performance of the Project services. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not use CITY's name, insignia or distribute exploitative publicity pertaining to the services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

12. No Pledging of CITY's Credit

Under no circumstances shall CONSULTANT have the authority or power to pledge the credit of CITY or incur any obligation in the name of CITY.

13. Ownership of Material

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared, under this Agreement shall be the property of CITY, but CONSULTANT may retain and use copies thereof.

CITY shall not be limited, in any way, in its use of said material, at any time, for work associated with Project. However, CONSULTANT shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to the release of this material to third parties for work other than on Project.

14. Hold Harmless/Indemnification

Pursuant to the full language of California Civil Code §2782, Consultant/Design Professional agrees to indemnify, including the cost to defend, City and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of City; and does not apply to any passive negligence of City unless caused at least in part by the Consultant. City agrees that in no event shall the cost to defend charged to the Consultant exceed that professional's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties. The defense and indemnification 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. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement.

15. Insurance Requirements

The City requires that CONSULTANT maintain insurance requirements on the Pacific Insurance Network System (PINS). CONSULTANT shall procure and maintain, at its own expense, during the life of this Agreement, policies of insurance as specified in Exhibit "C" attached and incorporated herein by reference and shall provide all certificates and endorsements as specified in Exhibit "C" through PINS for approval by the City Risk Manager prior to CONSULTANT (or subcontractor) commencing any work under this Agreement.

16. No Third Party Beneficiary

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

17. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and sent by first class with postage prepaid, or sent by commercial courier, to address below.

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing.

To CITY: Jennifer Ng, Assistant Director of Public Work, City Engineer
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707

Sunnyvale, CA 94088-3707

To CONSULTANT: Kimley-Horn and Associates, Inc.
Attn: Adam Dankberg, P.E.
10 S. Almaden Blvd. Ste 1250
San Jose, CA 95113

18. Waiver

CONSULTANT agrees that waiver by CITY of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

19. Integrated Agreement

This Agreement embodies the agreement between CITY and CONSULTANT and its terms and conditions. No verbal agreements or conversation with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

20. Conflict of Interest

CONSULTANT shall avoid all conflicts of interest, or appearance of conflict, in performing the services and agrees to immediately notify CITY of any facts that may give rise to a conflict of interest. CONSULTANT is aware of the prohibition that no officer of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT'S obligations under this Agreement.

CONSULTANT'S duties and services under this agreement shall not include preparing or assisting the CITY with any portion of CITY'S preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the CITY. The CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

21. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive

all venue objections.

22. Records, Reports and Documentation

CONSULTANT shall maintain complete and accurate records of its operation, including any and all additional records required by CITY in writing. CONSULTANT shall submit to CITY any and all reports concerning its performance under this Agreement that may be requested by CITY in writing. CONSULTANT agrees to assist CITY in meeting CITY's reporting requirements to the state and other agencies with respect to CONSULTANT's work hereunder. All records, reports and documentation relating to the work performed under this Agreement shall be made available to City during the term of this Agreement.

23. Termination of Agreement

- A. If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.
- B. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.
- C. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within (30) days after written notification of failure to pay.

24. Subcontracting

None of the services covered by this Agreement shall be subcontracted without the prior written consent of CITY. Such consent may be issued with notice to proceed if subcontract consultants are listed in the project work plan.

25. Fair Employment

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status, or any other protected characteristic in violation of federal or state law.

26. Changes

CITY or CONSULTANT may, from time to time, request changes in the terms and conditions of this Agreement. Such changes, which are mutually agreed upon by CITY and CONSULTANT, shall be incorporated in amendments to this Agreement in accordance with Section 30 below.

27. Other Agreements

This Agreement shall not prevent either Party from entering into similar agreements with others.

28. Severability Clause.

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

29. Captions

The captions of the various sections, paragraphs and subparagraphs, of the contract are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

30. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced in writing as an amendment to this Agreement signed by all parties. If the amendment is signed electronically, the digital signatures must comply with the requirements of California Government Code Section 16.5.

31. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

KIMLEY-HORN AND ASSOCIATES, INC.
("CONSULTANT")

APPROVED AS TO FORM:

By _____

Name/Title

City Attorney

By _____

Name/Title

Exhibit A SCOPE OF WORK IMPROVEMENTS TO BICYCLE AND PEDESTRIAN ACCESS AT SUNNYVALE CALTRAIN STATION

Project Scope

The project includes professional services to perform a study to develop and implement bicycle and pedestrian access improvements to and from the Sunnyvale Caltrain Station. The scope of work will include city document and project history review, data collection including traffic, bicycle, pedestrian, and other mode share counts, collision history review, existing conditions review, identification of potential constraints and improvements, concept plan development, public outreach, and report and presentation of final results and recommendations.

Overall Project Objectives

The project objective is to make recommendations for improvements to bicycle and pedestrian access in the vicinity of the Sunnyvale Caltrain Station. This includes improvements to signage, access paths, roadways, traffic control and bicyclist/pedestrian amenities.

The overall project objectives include:

- Encourages sustainable modes of transportation
- Reduces greenhouse gas emissions
- Promotes local businesses by providing better access to Sunnyvale Downtown
- Improves transportation signage
- Improves pedestrian and bicycle access to the Caltrain Station
- Includes public artwork and green infrastructure
- Improves safety for bicyclists and pedestrians accessing the Caltrain Station

The scope of services for this project will include the tasks listed below.

Project Details

Listed below are the specific project tasks, followed by a detailed description of each task. Project management responsibilities are assumed within each specific project task. The project delivery deadline based on grant requirements is February 28, 2025.

- Task 1 – Existing Conditions
- Task 2 – Analysis
- Task 3 – Stakeholder & Community Outreach and Engagement
- Task 4 – Advisory Meetings with Committees & Commissions
- Task 5 – Draft and Final Study
- Task 6 – Board Review/Approval

Task 1: Existing Conditions

Kick-off Meeting

Consultant will conduct a kick-off meeting with the City to align the consultant team with City's goals, objectives, schedule, and processes. Consultant will prepare the agenda and meeting summary from the kick-off meeting. Consultant will prepare and maintain an overall project schedule throughout the project. Two (2) additional virtual project team/coordination meetings are included in this task.

Consultant will create a shared, online tracker to manage action items, track data needs and deliverables, and document decisions, allowing the City to have access to current project status documentation.

Walk Audits

This task includes gathering the existing site conditions within the project study area. The project study area will consider a ½-mile walkshed, and a 1½-mile bikeshed for data collection and analysis. The intent of this task is to identify existing access points to the Sunnyvale Caltrain Station for bicyclists, pedestrians and vehicles.

As part of this task, the Consultant, along with City staff, will perform up to two walk audits of the station area to identify key concerns relating to the access, safety, security, walkability, and quality of existing infrastructure. The walk audits might also engage the project stakeholders, the local community, and nearby schools to invite them to join the walk audits to obtain input on potential concerns in accessing the Sunnyvale Caltrain Station. The City will be responsible for identifying walk audit participants and preparing and distributing walk audit invitations. Consultant will be responsible for preparing walk audit materials and leading the walk audits.

Review Existing Plans and Policies

This task also includes a review of the following existing planning documents, as provided by the City:

- Caltrain Business Plan
- Caltrain Modernization Program
- Caltrain Annual Count Key Findings Report
- Caltrain Design Standards
- Caltrain Access Policy and Bike Access and Parking Implementation Plan
- City of Sunnyvale Active Transportation Plan
- City of Sunnyvale General Plan
- City of Sunnyvale Climate Action Playbook
- City of Sunnyvale Vision Zero Plan
- City of Sunnyvale Roadway Safety Plan
- VTA Countywide Bicycle Plan
- VTA Pedestrian Access to Transit Plan
- Downtown Specific Plan

- Peery Park Specific Plan

Summarize Existing Conditions

The task includes the documentation and mapping of the following:

- Existing station access infrastructure (within the station footprint and station perimeter) including sidewalks, main pedestrian pathways and crossings, ADA curb ramps, multi-use paths, vehicle roadway access, bicycle facilities access points, bicycle station parking, bus/shuttle stops, location and access for loading/unloading zones, and trail access points.
- Existing signage and related pedestrian traffic controls (within the station footprint and station perimeter)
- Existing and planned transportation facilities as provided by City in GIS format (within bikeshed)
- Existing and planned pedestrian and bicycle facilities, as provided by City in GIS format (within bikeshed)
- Existing and planned shared micromobility services (such as bikeshare, scootershare, carshare, private commuter shuttles), as provided by the City
- Site visit at night to determine any lighting or access concerns that may not be noticeable during the day.
- Locations of gaps, deficiencies, and complaints in pedestrian and bicycle facilities identified by the community (Task 3)
- Transit services and routes (including data on ridership, frequency and major stops), as provided in GIS format by VTA
- Collision records of injuries and fatalities in the last five years, as provided by City in editable format
- Major trip generators, as provided by City in GIS format
- Major employment areas, as provided by City in GIS format
- Existing and planned land use, zoning, and specific plan considerations, as provided by City in GIS format
- Right of way constraints between local agencies and private landowners, as provided by City in GIS format

Data Collection

This task includes field observations of the areas around the Sunnyvale Caltrain Station, including at the Caltrain station access points. The field observations will be used to determine the feasibility of any proposed improvements and need analysis for the site.

The field survey will include the following data collection:

- Passenger pick-up/drop-off locations
- Public transit and private shuttle schedule and pick-up/drop-off locations

Additional data that will be collected includes:

- Recent collision data from the City's Crossroads Software collision database will be provided to the Consultant by the City in an editable format to perform the analysis. Collision data from the most recent 5-year period will be used to evaluate and make any findings on safety.
- Roadway data to be collected is anticipated to include weekday AM and PM peak periods (6-9am and 4-7pm) and/or weekend peak periods for pedestrian, bicycle, and auto counts. Up to \$2,000 is included in the base scope of services with additional funds available as an optional task. Locations for traffic data collection will be determined in coordination with City staff.
- Recent Caltrain ridership, and how Caltrain passengers access the station, as provided by Caltrain.
- Recent VTA ridership at the Sunnyvale Caltrain Station, as provided by VTA
- Bicycle parking usage at the Caltrain station and in the City parking lot, as provided by Caltrain and the City
- Collection of right-of-way information from readily available sources such as county accessor parcel data and Caltrain record drawings. A right-of-way survey is not included in the scope of work.

As an optional item, Consultant will conduct a topographic survey. The exact nature of the topographic survey is not known, therefore, a budget allotment for this optional task has been allocated. The limits and details of the topographic survey would be developed in coordination with the City if the optional task is selected and will only proceed after receipt of authorization by the City.

Consultant will prepare an Existing Conditions memo that summarizes the data collected as part of this task. One round of City review and comment is assumed and Consultant will prepare a revised Existing Conditions memo. Raw data collected by Kimley-Horn in this task will be shared with the City as an Appendix.

Task 1 Deliverables –

- Summary of Existing Conditions and Input from the Walk Audits (Draft and Revised)
- Raw Data Collected by Kimley-Horn – Roadway counts, bicycle and pedestrian counts
- Topographic Survey (Optional)
- Project management (Progress reports, invoices, meeting agenda/minutes)

Task 2: Analysis

This task includes analyzing the existing conditions and data collected in Task 1, identifying possible pedestrian or bicycle access improvements, construction feasibility, and cost estimates. This task will also include an evaluation of the input received from the Public Outreach tasks (Tasks 3 and 4).

This task includes preparing a Needs Analysis memorandum which will later be referenced for transportation improvement recommendations. One round of City review and comment is assumed on the Needs Analysis memorandum and a final memorandum will be prepared.

The memorandum will include:

- Identification of existing pedestrian and bicycle access points and amenities
- Identification of potential signage and traffic controls improvements
- Identification of any gaps or deficiencies to pedestrian and bicycle facilities or access routes not previously known
- Identification of potential conflict points between vehicles and pedestrians/bicycles.
- Evaluation of collision records related to bicycle and pedestrian
- Evaluation of locations for future inclusion of public art displays
- Evaluation of right-of-way restrictions and constraints between local agencies and private landowners that would affect potential improvements
- Construction Feasibility and Cost Estimates of potential improvements

Consultant will prepare illustrative exhibits that identify potential pedestrian and/or bicycle access improvements using callouts on aerials.

Based on one round of City input on those exhibits, Consultant will develop concept drawings for improvements. Up to four sheets of concept plan drawings are assumed. Additional concept plan drawings may be developed as an optional task. Exhibit scale and limits to be determined by Consultant, but are anticipated to be 1"=100' or 1"=40' scale, be drawn on an aerial and focus on the area at and around the Caltrain Station. The illustrative exhibits will be updated as needed based on refinements made during the concept drawing development. Two rounds of review on the concept plan and illustrative exhibits are assumed. The City will provide clear direction to Consultant to resolve any conflicting comments received. After the

second round of community engagement, Consultant will refine the illustrative exhibits and concept plan drawings. Following one round of review of the revised drawings by City staff, Kimley-Horn will develop planning-level cost estimates for the recommended concepts commensurate with the level of conceptual design. One round of City review and comment is assumed on the cost estimates.

Task 2 Deliverables –

- Needs Memorandum Summarizing Analyses (Draft and Final)
- Illustrative Exhibits and Concept Plans (City Draft, Agency Draft, Public Draft, and Final)
- Cost Estimates (Draft and Final)
- Project management (Progress reports, invoices, meeting agenda/minutes)

Task 3: Stakeholder & Community Outreach and Engagement

As part of the project, a Stakeholder Advisory Committee (SAC) will be formed by City staff, and the project team will have ongoing Community and Stakeholder Meetings throughout the project. The project team assumes key stakeholders for this project will include the following local agencies and community groups:

- Sunnyvale Downtown Association
- Peery Park Business Groups
- Transit Commuters
- Underrepresented Communities and Advocate Agencies
- Local Affordable Housing and Community Service Groups (i.e. Sunnyvale Community Services, EAH Housing, Silicon Valley at Home (SV@Home))
- Bicycling Advocates (such as Silicon Valley Bicycling Coalition)
- Members from the Sunnyvale Bicycle and Pedestrian Advisory Commission (BPAC)
- Members from the Sunnyvale Advisory Committee on Accessibility
- Members from the Sunnyvale City Council
- Sunnyvale School Districts
- San Francisco Planning Urban Research Association (SPUR)

The project team will also be consulting a Technical Advisory Committee (TAC) throughout the project to provide technical feedback. The project team assumes TAC members are assumed to include the following:

- Caltrans
- Caltrain
- SamTrans
- Union Pacific Railroad
- Santa Clara Valley Transportation Authority (VTA)
- City of Sunnyvale Department of Public Works

- City of Sunnyvale Department of Public Safety
- City of Sunnyvale Community Development Department

The City is assumed to be responsible for identifying SAC and TAC members, distributing invites, and coordinating meeting scheduling. Up to one SAC meeting is assumed to be in person. All of the TAC and the remainder of the SAC meetings are assumed to be virtual. Up to two TAC meetings are assumed.

Public Outreach and Community Engagement Plan Development

The project team will develop a Draft Public Outreach Plan, which will be reviewed by the City, with all comments consolidated for the project team to refine and submit a Final Public Outreach Plan. The intent of this plan is to develop an outreach strategy that is tailored to the community, with specific consideration for disadvantaged and underserved communities, in the project area.

As an optional item, Kimley-Horn can engage a community-based organization (CBO) to participate in the development of the outreach plan as well as the outreach activities.

Public Outreach Online

The project team will develop project content to be published on the City of Sunnyvale website and on the City's social media outlets for each of two public engagement rounds. The content will include relevant information, upcoming meetings and events, project documents, and the draft and final studies.

This task also includes the development of two online surveys (one for each engagement round) that will be open to all members of the public for input. The survey will have translation options for multiple languages and will provide the opportunity for the public to provide personal input on potential problems and solutions for the project. The first survey will use Social Pinpoint or a similar platform and the second will use the City's Open Town Hall platform, Survey Monkey, or similar platform.

Public Outreach Events

The project team will create flyers for the meetings, develop presentation materials and prepare meeting summaries for each of the meetings. The project team will identify up to two non-English languages used by the community in the project area, one assumed to be Spanish, and will provide translation services for the language(s) identified. Consultant will be responsible for providing Spanish-language speakers for the two community meetings. Additional interpretation can be provided if requested, contingent on budget available or as additional services.

The following public outreach efforts will be included:

- Two walk audits of the Caltrain station (included in Task 1) with engagement by project stakeholders and the community to provide input on any existing concerns. One walk audit will be conducted with the project stakeholders and local community, and a second

walk audit will include the Sunnyvale school communities (such as students, parents, and teachers) to gather input from those who visit the station.

- Two community engagement/public participation outreach meetings (a hybrid format of both in-person and virtual), assumed to be hosted at City Hall or as directed by City Staff.
- Consultant will prepare materials for conducting pop-up outreach events for each of the two rounds of outreach. Consultant will staff one pop-up for each outreach rounds, with other pop-ups to be staffed by the City. City will provide Consultant with summary of activities and discussions at all of the pop-ups. Pop-up locations will be determined in coordination with the City. All pop-ups in each round of outreach will use the same set of materials.
- Social media advertisements, in each of the two engagement rounds, to inform the public of how to get involved (including Sunnyvale blogposts, NextDoor, and social media platform posts)
- Postcard notices promoting the first round of public engagement, including a QR code and web link directing recipients to the online survey, will be sent to residents and businesses within 2,000 feet of the Sunnyvale Caltrain Station. Postcards will be translated into Spanish and up to two other languages. This task includes the cost of producing and postage of mailing out the postcard notices (up to 4,000 addresses are assumed).

Consultant will prepare a brief outreach summary for each of the two rounds of engagement. One round of City review and comments is assumed.

Task 3 Deliverables –

- Public Outreach and Community Engagement Plan (Draft and Final)
- Two Walk Audits and Compiled Results
- Two Community Outreach Meetings – Agenda and Presentation
- Materials for Pop-Ups, two rounds
- Online Survey, two rounds
- Outreach summary, two rounds (Draft and Final)
- Project management (Progress reports, invoices, meeting agenda/minutes)

Task 4: Advisory Meetings with Committees & Commissions

The project team will have meetings with the SAC, TAC, and BPAC throughout the duration of the project.

These meetings will provide an opportunity to gather early feedback on the project and engage the committees and commissions once Draft Study and conceptual plans are developed. The project team will be present at the meeting to address questions and provide responses.

SAC Meetings

This task includes three (3) meetings with the SAC: one (1) during the early stages of the study development, one (1) during the development of the Draft Study, and one (1) at the end for the review of the Final Study. Intent of SAC meetings is to provide status updates and receiving feedback on current tasks. City will be responsible for organizing the SAC meetings and coordinating the venue for in-person meeting as needed.

TAC Meetings

This task includes two (2) meetings with the TAC: one (1) during the early stage of the study development and one (1) during the development of the Draft Study. These meetings will provide status updates to the TAC and receive feedback on current tasks from them. Consultant will develop meeting agendas, meeting summaries, and action items. Meeting agendas and summaries will be documented and made available to Caltrans and the TAC. City will be responsible for organizing the TAC meetings.

BPAC Meetings

This task includes a presentation and material developments for one (1) BPAC meeting:. The specific meeting will be determined in coordination between Consultant and the City. Consultant will be responsible for preparing and delivering the presentation.

Task 4 Deliverables –

- Three (3) Stakeholder Advisory Committee Meetings
- Two (2) Technical Advisory Committee Meetings
- One (1) Bicycle and Pedestrian Advisory Commission Meetings
- Presentation Materials, Agendas, Meeting Summaries, Action Items
- Project management (Progress reports, invoices, meeting agenda/minutes)

Task 5: Draft and Final Study

The Draft Study will summarize the results of Task 1 - Existing Conditions, and recommendations developed from Task 2 – Analysis. The project team will develop a Funding and Implementation Plan in the Final Study, which will identify the cost estimates of the recommended improvements and the implementation plan, and suggest potential funding sources. The Final Study will also summarize the public outreach meetings and community engagements performed under Task 3 – Stakeholder & Community Outreach and Engagement. As part of the implementation plan, the Final Study will also include a discussion on how to continually engage the different stakeholders and disadvantaged communities during the future phases of the project. In addition, the Final Study will include concept plans developed in Task 2.

An Admin Draft Study will be provided to the City for one round of review. Following revision per City comments, it will be distributed for one round of review by the SAC, TAC, BPAC, and community. The City will provide direction to Consultant on how to address any conflicting comments. Consultant will compile the feedback received and work with City staff to address these comments in the Final Study.

Task 5 Deliverables –

- Draft Study (Admin Draft and Draft)
- Final Draft Study
- Project management (Progress reports, invoices, meeting agenda/minutes)

Task 6: Board Review/Approval

The City will present the proposed project, data analysis, and proposed improvements to the Sunnyvale City Council during the Analysis phase to obtain input from the City Council. Once the Final Study is completed, the City will present the Final Study and recommendations to the BPAC and Sunnyvale City Council for consideration. This task will include a presentation and material development for one (1) City Council meeting for their review and comment, and for one (1) BPAC meeting and one (1) City Council meeting for their review and approval. The Final Study will be refined based on the comments received from the City Council, if needed. City staff will facilitate the meetings to recommend the adoption of the Final Study and for the identification and approval of construction funding.

Task 6 Deliverables –

- Presentation for Council Study Session
- Presentation for BPAC/Council approval session
- Final Study with any City Council Modifications
- Project management (Progress reports, invoices, meeting agenda/minutes)

Appendix 1 - Labor Compliance

Contractor Registration with the State of California – Contractors, and all applicable subcontractors which are required to pay prevailing wages, must be registered with the State of California, Department of Industrial Relations (DIR) through the Public Works Contractor Registration Program (PWC Registration) before bidding, being awarded, or performing work on public works projects in California. This includes those performing surveying work, material testing, inspection, trucking, boring, pot holing, concrete deliveries and temporary service companies who provide workers to prevailing wage contractors. Registration must remain current throughout the project entirety. It is the contractor's responsibility to not allow their PWC Registration to lapse during the project and to ensure all Subcontractor's registrations remain current. The Labor Commissioner can assess penalties to public works contractors of up to \$10,000, in addition to the registration fee, for failure to register. Awarding agencies are also subject to penalties of \$100 a day, up to a maximum of \$10,000, for having an unregistered contractor perform work on a public works project. If any penalties are issued to the City for unregistered subcontractors or for a lapse in a contractor/subcontractor's PWC Registration, these penalties will be passed onto the contractor. **A contractor that allows an unregistered subcontractor to work on the project is also subject to penalties of \$100 a day up to \$10,000.** Contractors shall list all applicable PWC registration numbers on the Bid Form.

Hours of Work – Pursuant to Labor Code, Section 1810, eight hours of labor during any one calendar day and forty hours of labor during any one calendar week shall constitute the maximum hours of service upon all work done hereunder, and it is expressly stipulated that no laborer, worker, or mechanic employed at any time by the contractor or by any subcontractor or subcontractors under this Contract, upon the work or upon any part of the work contemplated by this Contract, shall be required or permitted to work thereon more than eight hours during any one calendar day and forty hours during any one calendar week, except, as provided by Section 1815 of the Labor Code of the State of California, work performed by employees of contractors in excess of eight hours per day and forty hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. It is further expressly stipulated that for each and every violation of Sections 1811-1815, inclusive, of the Labor Code of the State of California, all the provisions whereof are deemed to be incorporated herein, Contractor shall forfeit, as a penalty to the City, twenty-five dollars (\$25.00) for each laborer, worker, or mechanic employed in the execution of this Contract by Contractor, or by any subcontractor under this Contract, for each calendar day during which the laborer, worker, or mechanic is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of the Sections of the Labor Code. Such forfeiture amounts may be deducted from the contract sum.

Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the actual hours worked each calendar day and each calendar week by each worker employed on the project, which record shall be kept open at all reasonable hours to the inspection of the City, its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.

Wage Rates – Pursuant to Sections 1770, 1771 and 1774 of the Labor Code of the State of California, or any applicable local law, contractors shall not pay less than the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations. The City has ascertained the general prevailing rate per diem wages and rates for holidays, and overtime work in the city, for each craft, classification or type of laborer, worker, or mechanic needed to execute this Contract. The City has adopted, by reference, the general prevailing rate of wages applicable to the work to be done under the Contract, as adopted and published by the Division of Labor Standards Enforcement and Labor Statistics and Research of the State of California, Department of Industrial Relations, to which reference is hereby made for a full and detailed description. A copy of the prevailing wage rates may be reviewed in the office of the Director of Public Works, City of Sunnyvale, 456 West Olive Avenue, Sunnyvale, California. Wage rates can also be obtained through the California Department of Industrial Relations website at: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

Neither the notice inviting bids nor this Contract shall constitute a representation of fact as to the prevailing wage rates upon which the Contractor or any subcontractor may base any claim against the City.

In case it becomes necessary for Contractor or any subcontractor to employ on the project under this Contract any person in a trade or occupation (except executives, supervisory, administrative, clerical, or

other non-manual workers as such) for which no minimum wage rate is herein specified, Contractor shall immediately notify the City who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish Contractor with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

Prevailing Wage – As identified in the Notice to Bidders, the work contemplated by this agreement is a public work subject to prevailing wages under California Labor Code, Sections 1720 et. seq. The State of California Department of Industrial Relations has ascertained the general prevailing per diem wage rates in the locality in which the work is to be performed for each craft, classification, or type of worker required to perform the work. A schedule of the most recent general prevailing per diem wage rates made available to the City will be on file at the City's principal facility office and will be made available to any interested party upon request. This prevailing wage rate schedule is provided by the City for Bidder's information only and is not guaranteed by the City to be current. Contractor is obligated to verify all appropriate prevailing wage rates and pay those rates as required. By this reference the verified current schedule of prevailing wage rates is made part of the Contract Documents. Contractor shall pay not less than the prevailing per diem wage rates, as specified in the schedule and any amendments thereto, to all workers employed by contractor in the execution of the work. Contractor shall cause all subcontracts to include the provision that all subcontractors shall pay not less than the specified prevailing per diem wage rates to all workers employed by such subcontractors in the execution of the work.

Contractor shall forfeit to the City, as a penalty, no more than two hundred dollars (\$200.00) for each calendar day or portion thereof for each worker that is paid less than the specified prevailing per diem wage rates for the work or craft in which the worker is employed for any portion of the work done by contractor or any subcontractor in violation of the provisions of the Labor Code, and in particular Sections 1770 to 1781 thereof, inclusive. Such forfeiture amounts may be deducted from the contract sum. Contractor shall also pay to any worker who was paid less than the specified prevailing per diem wage rate for the work or craft for which the worker was employed for any portion of the work, for each calendar day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker.

The City will not recognize any claim for additional compensation because of the payment by the Contractor for any wage rate in excess of prevailing wage rates set forth in the Agreement, including payment in excess of the prevailing wage for extra work paid by force account. The possibility of wage increases is one of the elements to be considered by the Contractor in determining the contractor's bid and will not, under any circumstances be considered as the basis of a claim against the City under the Agreement.

Certified Payroll Records – Pursuant to Labor Code, Sections 1776 et. Seq., contractor and all subcontractors shall keep an accurate payroll record, showing the name, address, social security number, job classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the work. All payroll records shall be certified as being true and correct by contractor or subcontractors keeping such records; and the payroll records shall be provided to the City no later than three weeks after closing of payroll for City-funded projects, and no later than one week for federal aid projects. The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in Labor Code section 1776 (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Certified payroll records shall be made available at reasonable hours at the contractor's principal office to the persons authorized to inspect such records pursuant to Labor Code section 1776. Certified payroll shall also be made available for inspection upon request by the State of California Division of Labor Standards Enforcement, or the Division of Apprenticeship Standards of the State of California Division of Industrial Relations.

Each contractor and every lower-tier subcontractor will be required to submit certified payrolls and labor compliance documentations electronically via the software LCPTracker. Contractor shall cause all subcontracts to include the provision that all subcontractors submit certified payrolls and labor compliance

documentation electronically via LCPtracker. Electronic submission will be a web-based system, accessed on the World Wide Web by a web browser. Each contractor user will be given a Log-On identification and password to access the City's reporting system. Access will be coordinated by a City representative.

Apprentice Program – Attention is directed to State of California Labor Code, Sections 3095, 1777.5, 1777.6, and 1777.7 and Title 8, California Code of Regulations, Section 200, and the applicable Sections that follow. Responsibility for compliance with these requirements lies with the contractor. To ensure compliance and complete understanding of the law requiring apprentices, and specifically the required ratio thereunder, contractor or subcontractors should, where some question exists, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, California, or one of its branch offices prior to commencement of the work. In the event contractor willfully fails to comply with this section, it will be considered in violation of the requirements of the Contract.

Contractor and all of its subcontractors shall abide by the provisions of California Labor Code Section 1777.6 prohibiting discrimination in the acceptance of otherwise qualified apprentices; and California Labor Code Section 3095 which declares the unlawful discrimination in any recruitment or apprenticeship program on stated grounds. City shall be entitled to retain and withhold all penalties as authorized pursuant to California Labor code, Division 2, Part 7, Chapter 1, commencing with Section 1720 and following, in accordance with the provisions of that Chapter, and the regulations established by the Director of Industrial Relations pursuant to the statutory authority of such chapter.

		Months from NTP													
#	Task	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1	Existing Conditions														
	Walk Audits														
	Review Existing Plans and Policies														
	Field Survey and Data Collection														
	Summarize Existing Conditions														
2	Analysis														
	Access Pathways and Opportunities and Constraints Maps														
	Illustrator-level Concept Plans														
	Recommendations Memo														
	Concept Design														
	Cost Estimates														
3	Stakeholder and Community Outreach and Engagement														
	Engagement Plan Development														
	Prepare Outreach Materials														
	Online Survey														
	Public Outreach Events														
	Outreach Summary														
4	Advisory Meetings with Committees and Commissions														
	TAC Meetings														
	SAC Meetings														
	BPAC Meetings														
5	Draft and Final Study														
	Admin Draft														
	Draft and Final Draft														
6	Board Review/Approval														
	City Council Meetings														
	BPAC Meeting														

Key Deliverables List

- Deliverable A: Existing Conditions Report, Draft and Final
- Deliverable B: Access Pathways/Opportunities and Constraints Maps
- Deliverable C: Illustrative Concept Plans, Draft and Final
- Deliverable D: Recommendations Memo, Draft and Final
- Deliverable E: Concept Design, Draft and Final
- Deliverable F: Cost Estimates, Draft and Final
- Deliverable G: Outreach Plan, Draft and Final
- Deliverable H: Outreach Summary, Draft and Final (2 Rounds)
- Deliverable I: Final Report, Admin Draft
- Deliverable J: Final Report, Draft and Final Draft

Task Ongoing

Consultant Activity

City Review

Outreach Activity

Meeting Activity

CITY OF SUNNYVALE
Professional Services for Improvements to Bicycle and Pedestrian Access at Sunnyvale Caltrain Station

191.24% Overhead% 190.79% Overhead% w/o FCCM 10% Fee%		Name	Category/Title	Direct Rate	Billing Rate	Kimley-Horn and Associates, Inc.												Subconsultants									Total									
						Adam Dankberg	Edgar Torres	Brandi Childress	Ryan Dole	Michael Iswalt	Sr. Professional II	Sr. Professional I	Professional II	Professional I	Analyst II	Analyst I	Project Support	Kimley-Horn Total Hours	Kimley-Horn Total Labor Costs	Kimley-Horn Other Direct Costs	Gehl Studio, Inc.						IDAX	LCC	CBO	GRAND TOTAL FEE						
						Project Manager	QC/QA Manager	Public Engagement Lead	Concept Development Lead	Circulation Analysis Lead											Sofie Kvist Director	Derek Magee	Ramzy Bejjani	Gehl Total Hours	Gehl Total Labor Costs	Gehl Other Direct Costs	Lump Sum	Lump Sum	Lump Sum							
						\$100.58	\$81.16	\$99.04	\$95.68	\$87.98											\$86.54	\$75.44	\$67.90	\$58.62	\$49.48	\$43.96	\$46.70	\$300.96	\$225.72		\$188.10					
						\$322.18	\$259.97	\$317.24	\$306.48	\$281.82											\$277.20	\$241.65	\$217.50	\$187.77	\$158.49	\$140.81	\$149.59									
Task 1	Existing Conditions	24	2	14		10			59	4	110		6	229	\$ 47,427.01	\$ 300.00	20	42		62	\$ 15,499.44	\$ 300.00	\$ 2,000.00	\$ -	\$ -	\$ 65,526.45										
1.1	Kick-off Meeting	6							9				6	21	\$ 4,788.06											\$ 23,016.42										
1.2	Walk Audits (up to 2)	8		14					14	4	8			48	\$ 12,082.82	\$ 100.00	14	28		42	\$ 10,533.60	\$ 300.00				\$ 12,921.33										
1.3	Review Existing Plans and Policies								2		6			8	\$ 1,385.96		2	2		4	\$ 1,053.36					\$ 2,439.32										
1.4	Data Collection	2				4			12		40			58	\$ 10,721.33	\$ 200.00					\$ -		\$ 2,000.00			\$ 12,921.33										
1.5	Summarize Existing Conditions	8	2			6			22		56			94	\$ 18,448.84		4	12		16	\$ 3,912.48					\$ 22,361.32										
Task 2	Analysis	29	12		30	24	24	20	127	10	330		6	612	\$ 122,606.97	\$ 4,424.07	20	36	62	118	\$ 25,807.32	\$ -	\$ -	\$ -	\$ -	\$ 152,838.35										
2.1	Pathways, Opportunities, and Constraints Mapping	3				6		4	11		30			54	\$ 10,771.30		6	12	12	30	\$ 6,771.60					\$ 17,542.90										
2.2	Improvement Concepts	9	2		4	6	4	8	44	10	80		3	170	\$ 33,954.20		14	24	50	88	\$ 19,035.72					\$ 52,989.92										
2.3	Needs Memorandum	6	2			8			18		40			74	\$ 14,962.23						\$ -					\$ 14,962.23										
2.4	Concept Design	8	6		18	4	20	8	41		142		3	250	\$ 50,130.69						\$ -					\$ 50,130.69										
2.5	Cost Estimates	3	2		8				13		38			64	\$ 12,788.54						\$ -					\$ 12,788.54										
	Labor Escalation															\$ 4,424.07					\$ -					\$ 4,424.07										
Task 3	Stakeholder & Community Outreach and Engagement	31		46	4	4			74	60	160	20	12	411	\$ 84,265.23	\$ 9,971.06					\$ -	\$ -	\$ -	\$ -	\$ -	\$ 94,236.29										
3.1	Outreach Plan	2		10							20			32	\$ 6,986.67						\$ -					\$ 6,986.67										
3.2	Outreach Materials	5		12	4	4			45	20	60	20	8	178	\$ 34,836.36						\$ -					\$ 34,836.36										
3.3	Conduct Outreach and Summary	24		24					29	40	80		4	201	\$ 42,442.20	\$ 7,000.00					\$ -					\$ 49,442.20										
	Labor Escalation															\$ 2,971.06										\$ 2,971.06										
Task 4	Advisory Meetings with Committees & Commissions	28		12					38				1	79	\$ 21,242.34	\$ 721.08					\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,963.42										
4.1	SAC Meetings (up to 3)	15		12					20				1	48	\$ 13,139.10	\$ 100.00					\$ -					\$ 13,239.10										
4.2	TAC Meetings (up to 2)	7							12					19	\$ 4,865.20						\$ -					\$ 4,865.20										
4.3	BPAC Meeting	6							6					12	\$ 3,238.04	\$ 50.00					\$ -					\$ 3,288.04										
	Labor Escalation															\$ 571.08										\$ 571.08										
Task 5	Draft and Final Study	13	4		6	6			45	10	80	32	10	206	\$ 39,104.42	\$ 1,489.15					\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,593.56										
5.1	Admin Draft Plan	8	4		6	6			32	10	60	24	6	156	\$ 29,771.34						\$ -					\$ 29,771.34										
5.2	Final Draft Plan	5							13		20	8	4	50	\$ 9,333.07						\$ -					\$ 9,333.07										
	Labor Escalation															\$ 1,489.15										\$ 1,489.15										
Task 6	Board Review/Approval	21							25		6		1	53	\$ 13,303.68	\$ 483.13					\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,786.81										
6.1	Council Study Session (up to 1)	11							13				1	25	\$ 6,520.99	\$ 50.00					\$ -					\$ 6,570.99										
6.2	BPAC/Council Approval (up to 2 total)	10							12		6			28	\$ 6,782.69	\$ 50.00					\$ -					\$ 6,832.69										
	Labor Escalation															\$ 383.13										\$ 383.13										
	TOTAL HOURS	146	18	72	40	44	24	20	368	84	686	52	36	1,590			40	78	62	180																
	Subtotal Labor:	\$47,037.82	\$4,679.48	\$22,841.56	\$12,259.25	\$12,399.93	\$6,652.90	\$4,832.97	\$80,038.75	\$15,772.76	\$108,726.78	\$7,322.24	\$5,385.20		\$ 327,949.64	\$ 17,388.49	\$12,038.40	\$17,606.16	\$11,662.20		\$ 41,306.76	\$ 300.00	\$ 2,000.00	\$ -	\$ -	\$ 388,944.89										
	Optional Services																																			
Task O	Optional Services														\$ -																					
	Additional Topo/Utilities Survey																							\$ 15,000.00		\$ 15,000.00										
	Additional Traffic Data Collection																					\$ 3,000.00				\$ 3,000.00										
	Community Based Organization																							\$ 8,000.00		\$ 8,000.00										
	Additional Outreach Support	4		10					15	15	30			74	\$ 15,294.98											\$ 15,294.98										
	Optional Tasks Subtotal Labor:	4		10					15	15	30				\$ 15,294.98	\$ -					\$ -	\$ -	\$ 3,000.00	\$ 15,000.00	\$ 8,000.00	\$ 41,294.98										
	Total Including Optional Services:																																			

Exhibit C INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Consultant, their agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Consultant shall maintain limits not less than:

1. **Commercial General Liability:** coverage written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form shall be at least as broad as CG 0001.
2. **Automobile Liability:** coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract for bodily injury and property damage. ISO Form shall be at least as broad as CA 0001 or equivalent is required.
3. **Workers' Compensation:** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

Industry Specific Coverages. If checked below, the following insurance is also required:

- ☒ **Professional Liability / Errors and Omissions Liability** coverage with limits not less than \$2,000,000 per occurrence or claim.
- ☐ **Cyber & Tech Liability** coverage with limits not less than of \$1,000,000 per occurrence or claim.
- ☐ **Valuable Papers and Electronic Data Processing** with limits not less than \$10,000 each

Deductibles, Self-Insured Retentions and Other Coverages:

Any deductibles or self-insured retentions must be declared and reviewed by the City of Sunnyvale, Risk Manager. The Consultant shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

The aforementioned insurance requirements can be met through any combination of self-insured, primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.

Other Insurance Provisions:

1. During the term of the Agreement, the City of Sunnyvale, its officers, officials, employees, agents, and volunteers are to be covered as an additional insured in the Consultant's commercial general liability policy (and if industry specific coverage is checked above, valuable papers, electronic data processing, and cyber liability policies) with respect to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, officials, employees, agents, or volunteers.

Additional Insured Endorsement for ongoing operations at least as broad as ISO CG 20 10 Scheduled, or automatic CG 20 38 and completed operations shall be at least as broad as ISO CG 20 37 scheduled or automatic ISO CG 20 40.

2. During the term of the Agreement, the Consultant's Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sunnyvale.
3. For all Architects, Engineers and Design Professionals - If Industry Specific Coverage box is check above and if the Consultant's Professional Liability/Errors and Omissions coverage is written on a claims made basis:
 - a. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*
 - c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years after completion of contract work.*
4. For any claims related to this agreement, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it and shall be at least as broad as ISO CG 20 01 04 13.
5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
6. 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.
7. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.
8. Any umbrella or excess Insurance Liability policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including the additional insured, SIR, and primary and non-contributory insurance requirements for the benefit of City (if agreed to in a written contract or agreement) until all coverage carried by or available to the Consultant's primary and excess liability policies are exhausted and before the City's own Insurance or self-insurance shall be called upon to contribute to a loss.
9. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the Consultant's policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and 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 greater.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, and who are admitted and authorized to do business and in good standing in California unless

otherwise acceptable to the City of Sunnyvale's Risk Manager.

Verification of Coverage:

City utilizes PINSAdvantage.com (PINS) to track and verify all insurance related documents. City is no longer accepting Certificates of Insurance by mail and requires the use of PINS. City will email the Consultant requesting proof of insurance for this Contract through the PINS platform (no-reply@pinsadvantage.com), which include instructions on how to upload insurance documents electronically. Consultant shall furnish the City with an electronic Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf and name City of Sunnyvale, Attn: Risk Management, 456 W. Olive Ave, Sunnyvale, CA 94088 as the certificate holder. All certificates are to be received and approved by the City Risk Manager prior to commencement of work.

The Consultant shall provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance. Consultant shall submit insurance certificates reflecting the policy renewals through PINS. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Subcontractors

Consultant shall require all sub-contractors to procure and maintain insurance policies subject to these requirements. Failure of Consultant to verify existence of subcontractor's insurance shall not relieve Consultant from any claim arising from subcontractors work on behalf of Consultant.

835210 - Improve Bicycle and Pedestrian Access at Sunnyvale Caltrain Station

Originating Year:	2021	Project Type:	Traffic and Transportation	Department:	250 - Public Works
Planned Completion Year:	2025/26	Category:	Capital	Project Manager:	Lillian Tsang

Project Description/Scope/Purpose

This study will evaluate the existing pedestrian and bicycle access to the Sunnyvale Caltrain Station north and south of the station. The study will make recommendations for improvements to signage, access paths, roadways, traffic control and bicyclist/pedestrian amenities. The study will also determine areas for the inclusion of public art displays. In addition, the study will include a public outreach component to obtain information about station users and data collection at the Caltrain parking lots as well as the City owned public parking lots in the area. The study will also provide a plan for stakeholder coordination on the proposed improvements and construction. The stakeholders include the City, Caltrain, VTA, the Sunnyvale Business Park, Downtown Business Association, and nearby residents. Finally, the study will evaluate the right-of-way restrictions, feasibility of improvements and possible sources of funding.

Project Evaluation and Analysis

The Sunnyvale Caltrain Station is a major transportation hub for the City. Currently the station serves over ten northbound trains during the morning commute and over ten southbound trains during the evening commute as well as five VTA bus transit lines. The station is bicycle-friendly with 74 bicycle lockers and bicycle accommodations on most transit lines. The station is adjacent to Evelyn Avenue which provides direct access for the area south of the railroad. Access to the station north of the railroad can be made through a pedestrian opening to the station at the intersection of North Frances Street and West Hendy Avenue. In addition, there is an unpaved pedestrian pathway leading to the station from the City-operated parking lot north of the railroad under the Mathilda Avenue overpass.

The Study will perform a full evaluation of bicycle and pedestrian accessibility of the Caltrain Station and provide feasible recommendations for Sunnyvale Caltrain access improvements. All recommendations will include conceptual drawings of the proposed modifications with a cost estimate and any identifiable constraints. The project, when implemented, will improve pedestrian and bicyclist safety, and provide increased opportunities for bicycle activity in the City. It will benefit Sunnyvale's community as a whole by creating a safer and more comfortable walking and biking environment to and from the Sunnyvale Caltrain Station.

Fiscal Impact

Caltrans has awarded \$383,423 to conduct a study to improve bike and pedestrian access at the Sunnyvale Caltrain Station. The total cost of this study, including the City's local match, is \$433,100. The local match in the amount of \$49,677 is funded from the Community Benefits sub-fund in the Capital Projects Fund. As part of the study, a Funding and Implementation Plan will be developed to identify the cost estimates for the final design and construction of the recommended improvements.

Funding Sources

Caltrans Grant to the General Fund and Capital Projects - Community Benefits Sub-fund

Plans and Goals

LT - Land Use and Transportation - LT-3: An Effective Multimodal Transportation System

Project Financial Summary

	Project Costs	Revenues	Operating Costs
Prior Actual	-	-	-
2022-23	433,100	383,423	-
2023-24	-	-	-
2024-25	-	-	-
2025-26	-	-	-
2026-27	-	-	-
2027-28	-	-	-
2028-29	-	-	-
2029-30	-	-	-
2030-31	-	-	-
2031-32	-	-	-
2032-33	-	-	-
2033-34	-	-	-
2034-35	-	-	-
2035-36	-	-	-
2036-37	-	-	-
2037-38	-	-	-
2038-39	-	-	-
2039-40	-	-	-
2040-41	-	-	-
2041-42	-	-	-
2042-43	-	-	-
20 Year Total	-	-	-
Grand Total	433,100	383,423	-



City of Sunnyvale

Agenda Item

24-0415

Agenda Date: 4/9/2024

REPORT TO COUNCIL

SUBJECT

Award of Contract in the Amount of \$2,095,507.09 to PC, Inc. for the Department of Public Safety Emergency Generator Replacement Re-Bid, Waiver of Minor Bid Irregularities, Finding of California Environmental Quality Act (CEQA) Categorical Exemption Pursuant to CEQA Guidelines Section 15301(c), and Approve Budget Modification No. 15 in the Amount of \$344,659 (PW24-02)

REPORT IN BRIEF

Approval is requested to award a construction contract in the amount of \$2,095,507.09 to PC, Inc. of Santa Maria, CA for the Department of Public Safety Emergency Generator Replacement Re-Bid and for approval of a 10% construction contingency in the amount of \$209,551. Staff is also recommending the waiver of minor bid irregularities for two (2) bidders and approval of Budget Modification No. 15 in the amount of \$344,658 to fund the project.

EXISTING POLICY

Pursuant to Section 2.09.040 of the Sunnyvale Municipal Code, City Council approval is required for awards of public works contracts exceeding \$250,000.

Pursuant to Sunnyvale Charter Section 1305, at any meeting after the adoption of the budget, the City Council may amend or supplement the budget by a motion adopted by affirmative votes of at least four members to authorize the transfer of unused balances appropriated for one purpose or another, or to appropriate available revenue included in the budget.

ENVIRONMENTAL REVIEW

The proposed project is exempt under the California Environmental Quality Act (CEQA) pursuant to CEQA guidelines section 15301(c) as the project involves the maintenance or repair of existing facilities involving negligible or no expansion of use beyond that presently existing.

BACKGROUND AND DISCUSSION

The Department of Public Safety (DPS) Emergency Generator Replacement Re-Bid (Public Works Project No. PR-24-02, Project 833750) was created to provide reliable backup power to the main DPS building at the City Hall campus. The existing generators have been in service for approximately 41 years. They are several years beyond the lifecycle requirements per City Fleet replacement scheduling and have experienced problems that impact their reliability. The scope of the project consists of replacing the generators and associated electrical equipment, including the automatic transfer switch, reconfiguration of the generator enclosure, removal of the underground diesel fuel storage tank. It also covers provision of temporary access with gates to the secure DPS parking lot and other associated work necessary to minimize disruption to the DPS building during construction.

Due to the age of the existing generators and their reliability issues, the City has rented portable

generator units and wiring as a backup electrical power source until construction begins. The contractor will provide temporary backup power during the construction period. This will provide reliable temporary generator power to the entire DPS building in the event of both an unplanned power outage and existing generator failure.

The project was put out for construction bidding in 2022. The City received one (1) bid, but the sole bidder later requested to withdraw their bid due to a mathematical error. The bid was withdrawn in accordance with SMC Section 2.09.100(c). City staff contacted plan holders to survey why bids were not submitted and updated the project documents to attract a larger pool of potential bidders.

The Re-Bid project was advertised on DemandStar on December 22, 2023. Forty-five (45) contractors requested bid documents. Sealed bids were opened on February 7, 2024, with seven responsive and responsible bids received. The bid summary is contained in Attachment 1 to this report.

The bid submitted by A CST Group Inc. DBA Dynasel USA contained errors in bid item #5, leading to discrepancies in the bid amounts. The correct total amount should be \$2,788,028 instead of the initially stated \$2,578,028 on the bidder's form. Pursuant to the City's bid requirements, the unit price takes precedence.

Similarly, the bid submitted by California Plus Engineering, Inc. exhibited a mathematical error, resulting in a revised total base bid amount of \$4,380,000 instead of the intended \$4,390,000. Notably, the bid lacks a unit cost for item #5 but provides a total cost for the same item. In compliance with the City's bid requirements, the unit price takes precedence.

Staff recommends awarding the project to PC, Inc. of Santa Maria, CA as the lowest responsive and responsible bidder, in the amount of \$2,095,507.09 and approval of a 10% construction contingency in the amount of \$209,551, for a total of \$2,305,058.

FISCAL IMPACT

Funding in the amount of \$2,281,331 is available in Project 833750 - Public Safety Emergency Generator Replacement, but estimated project costs are expected to exceed available budget by \$344,658.

833750 - Public Safety Emergency Generator Replacement

Available Budget	\$2,281,331
Remaining design expenditures	(\$62,064)
Generator rental	(\$158,867)
Special inspections and material testing	(\$100,000)
Available for Construction Contract	\$1,960,400
Construction Contract + Contingency	\$2,305,058
Additional Budget Needed	(\$344,658)

The longer than anticipated generator rental expenses charged to the project through the design and re-bid process have drawn down the available budget. Therefore, Budget Modification No. 15 is proposed to fully fund the project.

Budget Modification No. 15
FY 2023/24 Budget Modification

General Fund	Current	Increase/(Decrease)	Revised
Expenditures			
Project 833750 -	\$2,281,331	\$344,658	\$2,625,989
Public Safety			
Emergency			
Generator			
Replacement,			
<u>Reserves</u>			
<u>Budget Stabilization</u>	\$78,339,283	(\$344,658)	\$77,994,625
<u>Fund Reserve</u>			

PUBLIC CONTACT

Public contact was made by posting the Council meeting agenda on the City's official-notice bulletin board at City Hall, at the Sunnyvale Public Library and in the Department of Public Safety Lobby. In addition, the agenda and this report are available at the NOVA Workforce Services reception desk located on the first floor of City Hall at 456 W. Olive Avenue (during normal business hours), and on the City's website.

RECOMMENDATION

Take the following actions:

- Award a contract in substantially form as Attachment 2 to the report in the amount of \$2,095,507.09 to PC, Inc.;
- Approval of a 10% construction contingency in the amount of \$209,551;
- Authorize the City Manager to execute the contract when all necessary conditions have been met;
- Waive the minor irregularities for the bids from A CST Group Inc. DBA Dynasel USA and California Plus Engineering, Inc.;
- Make a finding of a categorical exemption from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(c); and
- Approve a Budget Modification No. 15 in the amount of \$344,659.

Prepared by: David Battaglia, Purchasing Offer

Reviewed by: Tim Kirby, Director of Finance

Reviewed by: Chip Taylor, Director of Public Works

Reviewed by: Jaqui Guzmán, Deputy City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Bid Summary
2. Draft General Construction Contract

[illegible]

DRAFT GENERAL CONSTRUCTION CONTRACT

THIS CONTRACT dated _____ is by and between the CITY OF SUNNYVALE, a California chartered municipal corporation of the State of California ("Owner") and PC INC., ("Contractor"), a California corporation.

RECITALS:

The parties to this Contract have mutually covenanted and agreed, as follows:

1. The Contract Documents. The complete Contract consists of the following documents: Notice Inviting Bids; Instructions to Bidders; Performance Bond and Payment Bond; Guaranty; City of Sunnyvale Standard Specifications for Public Works Construction, 2006 Edition; City of Sunnyvale Standard Details for Public Works Construction, 2006 Edition; Plans and Specifications, "DEPARTMENT OF PUBLIC SAFETY EMERGENCY GENERATOR REPLACEMENT RE-BID, Project No. PR-18-09, Invitation for Bids No. PW24-02", including Four (4) Addenda; OSHA, and other standards and codes as outlined in the Specifications. These documents are all incorporated by reference. The documents comprising the complete contract are collectively referred to as the Contract Documents.

All obligations of the Owner and the Contractor are fully set forth and described therein.

All the above documents are intended to work together so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents.

2. The Work. Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete the project in a good and workmanlike manner. The work consists of the removal of the existing two 230 kW emergency generators, fuel day tank, generator control panel, demolition of a 12,000-gallon underground storage tank (UST) and associated fuel piping, removal of existing automatic transfer switch (ATS) and connecting cables; and the installation of two new 300 KW emergency engine generators with base fuel tank, outdoor enclosure and ancillaries, installation of two new ATS with cables, new emergency power switchboard, and all associated civil, architectural, structural, electrical and mechanical work according to plans and specifications, as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared by Advance Design Consultants and adopted by the Owner. These Plans and Specifications are entitled respectively, DEPARTMENT OF PUBLIC SAFETY EMERGENCY GENERATOR REPLACEMENT RE-BID, Project No. PR-18-09.

It is understood and agreed that the work will be performed and completed as required in the Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the Owner, or its representatives. The Owner hereby designates as its representative for the purpose of this contract the Senior Civil Engineer for Construction or an employee of the Owner who will be designated in writing by the Director of Public Works.

3. Contract Price. The Owner agrees to pay, and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of Two Millions Ninety-Five Thousand Five Hundred Seven and 09/100 Dollars (\$2,095,507.09) subject to final determination of the work performed and materials furnished at unit prices per "Exhibit A" attached hereto and incorporated by this reference, and subject to additions and deductions in accordance, as provided in the Documents and in accordance with Contract Documents.

4. Permits; Compliance with Law. Contractor shall, at its expense, obtain all necessary permits and licenses, easements, etc., for the construction of the project, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules, and regulations relating to the work and to the preservation of the public health and safety.

5. Inspection by Owner. Contractor shall always maintain proper facilities and provide safe access for inspection by the Owner to all parts of the work, and to the shops wherein the work is in preparation. Where

the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the Owner of its readiness for inspection and without the approval thereof or consent thereto by the latter. Should any such work be covered up without such notice, approval, or consent, it must, if required by Owner, be uncovered for examination at the Contractor's expense.

6. Extra or Additional Work and Changes. Should Owner at any time during the progress of the work request any alterations, deviations, additions, or omissions from the Specifications or Plans or other Contract Documents it shall be at liberty to do so, and the same shall in no way affect or make void the contract but will be added to or deducted from the amount of the contract price by a fair and reasonable valuation, agreed to in writing between the parties hereto. No extra work shall be performed, or change be made, unless in pursuance of a written order from the Director of Public Works or authorized representative, stating that the extra work or change is authorized and no claim for an addition to the contract sum shall be valid unless so ordered.

7. Time for Completion. All work under this contract shall be completed before the expiration of three hundred ten (310) calendar days from the date specified in the Notice to Proceed.

If Contractor shall be delayed in the work by the acts or neglect of Owner, or Owner's employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts by others, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Owner, or by any cause which the Owner shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Owner may decide.

This provision does not exclude the recovery of damages for delay by either party under other provisions.

8. Inspection and Testing of Materials. Contractor shall notify Owner a sufficient time in advance of the manufacture or production of materials, to be supplied under this contract, in order that the Owner may arrange for mill or factory inspection and testing of same, if Owner requests such notice from Contractor.

9. Termination. If Contractor should file a bankruptcy petition and/or be judged bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor or any subcontractors should violate any of the provisions of the Contract, Owner may serve written notice upon Contractor and its surety of Owner's intention to terminate the Contract. The notice shall contain the reasons for such intention to terminate the Contract, and, unless within ten (10) days after serving such notice, such violation shall cease and satisfactory arrangements for correction thereof be made, upon the expiration of the ten days, the Contract shall cease and terminate. In the event of any such termination, Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract; provided, however that, if the surety within fifteen (15) days after the serving upon it of notice of termination does not give Owner written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty (30) days from the date of the serving of such notice, Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be liable to Owner for any excess cost occasioned Owner thereby, and in such event Owner may without liability for so doing take possession of and utilize in completing the work, such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefor.

10. Owner's Right to Withhold Certain Amounts and Make Application Thereof. In addition to the amount which Owner may retain under Paragraph 21 until the final completion and acceptance of all work covered by the Contract, Owner may withhold from payment to Contractor such amount or amounts as in its judgment may be necessary to pay just claims against Contractor or any subcontractors for labor and services rendered and materials furnished in and about the work. Owner may apply such withheld amount

or amounts to the payment of such claims in its discretion. In so doing Owner shall be deemed the agent of Contractor and any payment so made by Owner shall be considered as a payment made under the Contract by Owner to the Contractor and Owner shall not be liable to Contractor for any such payment

made in good faith. Such payment may be made without prior judicial determination of the claim or claims.

11. Notice and Service Thereof. All notices required pursuant to this Contract shall be communicated in writing, and shall be delivered in person, by commercial courier or by first class or priority mail delivered by the United States Postal Service. Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email or fax, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing. All notices sent pursuant to this Contract shall be addressed as follows:

Owner: City of Sunnyvale
Department of Public Works
Construction Contract Administrator
P. O. Box 3707
Sunnyvale, CA 94088-3707

Contractor: PC Inc.
Attn: Michael Crisp
2007 Priesker Ln, Ste D
Santa Maria, CA 93454

12. Assignment of Contract. Neither the Contract, nor any part thereof, nor moneys due or to become due thereunder may be assigned by Contractor without the prior written approval of Owner.

13. Compliance with Specifications of Materials. Whenever in the Specifications, any material or process is indicated or specified by patent or proprietary name, or by name of manufacturer, such Specifications must be met by Contractor, unless Owner agrees in writing to some other material, process or article offered by Contractor which is equal in all respects to the one specified.

14. Contract Security. Contractor shall furnish a surety bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the faithful performance of this Contract. Contractor shall also furnish a separate surety bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the payment of all persons for furnishing materials, provisions, provender, or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with this Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond. Bonds shall be issued by an admitted surety insurer authorized to operate in the state of California.

15. Insurance. The Owner requires that CONTRACTOR maintain insurance requirements on the Pacific Insurance Network System (PINS). CONTRACTOR shall procure and maintain, at its own expense during the life of this Agreement, policies of insurance as specified in Exhibit "C" attached and incorporated by reference and shall provide all certificates and/or endorsements as specified in Exhibit "C" through PINS for approval by the Owner Risk Manager prior to CONTRACTOR (or subcontractor) commencing any work under this Agreement.

16. Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless CITY, its officers, officials, agents, employees and volunteers and

any successors to CITY's interest from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and cleanup actions of any kind, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense (collectively, the "Losses") arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them are liable except where caused by the

active negligence, sole negligence, or willful misconduct of the CITY. The defense and indemnification 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. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement.

17. Hours of Work. Eight hours of labor during any one calendar day and forty hours of labor during any one calendar week shall constitute the maximum hours of service upon all work done hereunder, and it is expressly stipulated that no laborer, worker, or mechanic employed at any time by the Contractor or by any subcontractor or subcontractors under this Contract, upon the work or upon any part of the work contemplated by this Contract, shall be required or permitted to work thereon more than eight hours during any one calendar day and forty hours during any one calendar week, except, as provided by Section 1815 of the Labor Code of the State of California, work performed by employees of contractors in excess of eight hours per day and forty hours during any one week shall be permitted upon public work upon compensation for all hours worked more than eight hours per day at not less than one and one-half times the basic rate of pay. It is further expressly stipulated that for each and every violation of Sections 1811-1815, inclusive, of the Labor Code of the State of California, all the provisions whereof are deemed to be incorporated herein, Contractor shall forfeit, as a penalty to Owner, twenty-five dollars (\$25.00) for each laborer, worker, or mechanic employed in the execution of this Contract by Contractor, or by any subcontractor under this Contract, for each calendar day during which the laborer, worker, or mechanic is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of the Sections of the Labor Code.

Contractor, and each subcontractor, shall, in accordance with California Labor Code Section 1776 or as the same may be later amended, keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with work under this agreement. Each payroll record shall contain or be verified by a written declaration under penalty of perjury, in accordance with Labor Code Section 1776(a). Such payroll records shall be made available at all reasonable times at the Contractor's principal office to the persons authorized to inspect such records pursuant to Labor Code Section 1776. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations, as well as to the Owner's representative. In the event the Contractor or a Subcontractor fails to comply in a timely manner within ten (10) days to a written notice requesting the records, such contractor or subcontractor shall forfeit one hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, in accordance with Labor Code Section 1776(h).

18. Wage Rates. Pursuant to the Labor Code of the State of California, or any applicable local law, Owner has ascertained the general prevailing rate per diem wages and rates for holidays, and overtime work in the city, for each craft, classification or type of laborer, worker, or mechanic needed to execute this Contract. Owner has adopted, by reference, the general prevailing rate of wages applicable to the work to be done under the Contract, as adopted, and published by the Division of Labor Standards Enforcement and Labor Statistics and Research of the State of California, Department of Industrial Relations, to which reference is hereby made for a full and detailed description. A copy of the prevailing wage rates may be reviewed in the office of the Director of Public Works, City of Sunnyvale, 456 West Olive Avenue, Sunnyvale, California. Wage rates can also be obtained through the California Department of Industrial Relations website at: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Neither the notice inviting bids, nor this Contract, shall constitute a representation of fact as to the prevailing wage rates upon which the Contractor or any subcontractor may base any claim against Owner.

It shall be mandatory upon Contractor and upon any subcontractor to pay not less than the specified rates to all laborers, workers, and mechanics employed in the execution of the Contract. It is further expressly stipulated that Contractor shall, as a penalty to Owner, forfeit two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic paid less than the stipulated prevailing rates for any work done under this Contract by Contractor or by any subcontractor; and Contractor agrees to comply with all provisions of Section 1775 of the Labor Code.

In case it becomes necessary for Contractor or any subcontractor to employ on the project under this Contract any person in a trade or occupation (except executives, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, Contractor shall immediately notify Owner who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish Contractor with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

19. Accident Prevention. Precaution shall be always exercised for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Industrial Accident Commission of the State of California.

20. Contractor's Guarantee. Owner shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to the building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly guarantees the first-class quality of all workmanship and of all materials, apparatus, and equipment used or installed by Contractor or by any subcontractor or supplier in the project which is the subject of this Contract, unless a lesser quality is expressly authorized in the Plans and Specifications, in which event Contractor unqualifiedly guarantees such lesser quality; and that the work as performed by Contractor will conform with the Plans and Specifications or any written authorized deviations therefrom. In case of any defect in work, materials, apparatus, or equipment, whether latent or patent, revealed to Owner within one (1) year of the date of acceptance of completion of this Contract by Owner, Contractor will forthwith remedy such defect or defects without cost to Owner.

21. Liquidated Damages. Time shall be the essence of this Contract. If Contractor fails to complete, within the time fixed for such completion, the entire work mentioned and described and contracted to be done and performed, Contractor shall become liable to Owner for liquidated damages in the sum of one thousand dollars and no/100 exactly (\$1,000.00), for every calendar day during which work shall remain uncompleted beyond such time fixed for completion or any lawful extension thereof. The amount specified as liquidated damages is presumed to be the amount of damage sustained by Owner since it would be impracticable or extremely difficult to fix the actual damage; and the amount of liquidated damages may be deducted by Owner from moneys due Contractor hereunder, or its assigns and successors at the time of completion, and Contractor, or its assigns and successors at the time of completion, and its sureties shall be liable to Owner for any excess.

22. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law or choice of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara and waive all venue objections.

23. Severability Clause. In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal, or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

24. Entire Agreement; Amendment. This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

25. Execution and Counterparts. This Agreement may be executed in multiple counterparts and/or with the signatures of the Parties set forth on different signature sheets and all such counterparts, when taken together, shall be deemed one original.

IN WITNESS WHEREOF, two identical counterparts of this contract, each of which shall for all purposed be deemed an original thereof, have been duly executed by the parties.

CITY OF SUNNYVALE
a California chartered municipal corporation
of the State of California, Owner

PC INC.
Contractor

License No. 846773

By _____
City Manager Date

By _____

Title Date

Attest:
City Clerk

By _____

Title Date

By _____
City Clerk Date

(SEAL)

APPROVED AS TO FORM:

City Attorney Date

EXHIBIT A

Bid Schedule

No.	Description	Qty	Unit	Unit Cost
1	Division 1 General Requirements and Mobilization (Recommend Not to Exceed 5% of Total Base Bid)	1	LS	\$104,707.09
2	Generator Replacement including all site work, utilities and other Work indicated in the Contract Documents	1	LS	\$1,770,000.00
3	Temporary Gate and Access	1	LS	\$91,300.00
4	Temporary Power for Building	1	LS	\$125,000.00
5	Off haul and Disposal of contaminated soil (REVOCABLE)	15	TN	\$4,500.00

EXHIBIT B

Utilization of Local Workforce in Construction Projects – The Sunnyvale City Council has adopted a policy which encourages utilization of local workforces, including State-certified apprentices, as a means of supporting economic opportunities for all members of the community. Local workforce is defined as workers residing in Santa Clara County. The lowest responsive and responsible bidder must provide a projection of locally hired workers utilized for this contract.

Contractor	Projected Number of Locally Hired Workers_____ Projected Percent of Locally Hired Workers_____%
Subcontractor(s)	Projected Number of Locally Hired Workers_____ Projected Percent of Locally Hired Workers_____%

EXHIBIT C

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, their agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Contractor shall maintain limits not less than:

1. **Commercial General Liability:** coverage written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury, and property damage. ISO Occurrence Form shall be at least as broad as CG 0001.
2. **Automobile Liability:** coverage with a combined single limit of not less than \$2,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract for bodily injury and property damage. ISO Form shall be at least as broad as CA 0001.
3. **Workers' Compensation:** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

Industry Specific Coverages. If checked below, the following insurance is also required:

☐ Professional Liability / Errors and Omissions Liability coverage with limits not less than \$2,000,000 per occurrence or claim.

☐ Valuable Papers and Electronic Data Processing with limits not less than \$10,000 each.

☒ **Pollution Liability** coverage with limits not less than \$2,000,000 per occurrence.

☒ **MCS-90 Endorsement** to Business Automobile insurance for transportation of hazardous materials and pollutants.

☐ Builder's Risk / Course of Construction coverage written on an "all risk" basis with limits equal to the completed value of the project and no coinsurance penalty provisions.

☒ **Installation Floater coverage** written on an "all risk" basis with limits equal to the completed value of the project and no coinsurance penalty provisions.

Deductibles, Self-Insured Retentions and Other Coverages:

Any deductibles or self-insured retentions must be declared and reviewed by the City of Sunnyvale, Risk Manager. The Contractor shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

The aforementioned insurance requirements can be met through any combination of self-insured, primary, and excess/umbrella policies that fulfill the stipulated coverage as cited above.

Other Insurance Provisions:

1. During the term of the contract, the City of Sunnyvale, its officers, officials, employees, agents, and volunteers are to be covered as an additional insured in the Contractor's commercial general liability policy (and if industry specific coverage box is indicated above,, valuable papers, electronic data processing, pollution liability, builder's risk, and installation floater policies) with respect to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, officials, employees, agents, or volunteers.

Additional Insured Enforcement for ongoing operations at least as broad as ISO CG 20 10 Scheduled, or automatic CG 20 38 and completed operations shall be at least as broad as ISO CG 20 37 scheduled or automatic ISO CG 20 40.

Contractor shall maintain commercial general liability insurance as required by this contract for a minimum of three years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

2. During the term of the contract, the Contractor's Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sunnyvale.
3. For all Architects, Engineers, and Design Professionals - If Industry Specific Coverage box is checked above **and** if the Contractor's Professional Liability/Errors and Omissions coverage is written on a claims-made basis:
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided, *for at least three (3) years after completion of the contract of work.*
 - c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years after completion of contract work*
4. If Industry Specific Coverage box is checked above, during the term of the contract, the Contractor's Builder's Risk / Course of Construction or Installation Floater policy shall provide coverage for any building, structures, machinery, or equipment that is damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation, and testing. The policy shall name the City of Sunnyvale as a Loss Payee with respect to any repairs or replacement of any damaged property or other amounts payable under the policy.
5. For any claims related to this project, the Contractor's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it and shall be at least as broad as ISO CG 20 01 04 13.
6. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents, or volunteers.
7. The Contractor'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.
8. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.
9. Any umbrella or excess insurance Liability policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including the additional insured, SIR, and primary and non-contributory insurance requirements for the benefit of the City (if agreed to in a written contract or agreement) until all coverage carried by or available to the Contractor's primary and excess liability policies are exhausted and before the City's own insurance or self-insurance shall be called upon to contribute to a loss.

10. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the Contractor's policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and 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 greater.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, and who are admitted and authorized to do business and in good standing in California unless otherwise acceptable to City of Sunnyvale's Risk Manager.

Verification of Coverage:

The City of Sunnyvale utilizes PINSAdvantage.com (PINS) to track and verify all insurance related documents. The City will email the Contractor requesting proof of insurance for this Contract through the PINS platform (no-reply@pinsadvantage.com), which include instructions on how to upload insurance documents electronically. Contractor shall furnish the City of Sunnyvale with an electronic Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf and name City of Sunnyvale, Attn: Risk Management, 456 W. Olive Ave, Sunnyvale, CA 94088 as the certificate holder. All certificates are to be received and approved by the City of Sunnyvale, Risk Manager prior to commencement of work.

The Contractor shall provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance. Contractor shall submit insurance certificates reflecting policy renewals through PINS. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Subcontractors:

Contractor shall require and verify that all subcontractors or other parties hired for this Work, purchase and maintain coverage for indemnity and insurance requirements at least as broad as specified in this Agreement herein, to the extent they apply to the scope of the subcontractor's work with the same Certificate of Insurance requirements and naming as additional insureds all parties to this Contract. Failure of Contractor to verify existence of sub-contractor's insurance shall not relieve Contractor from any claim arising from sub-contractors work on behalf of Contractor.

Contractor shall include the following language in their agreement with Subcontractors: "Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the Agreement Documents and provide a valid certificate of insurance and the required endorsements included in the Agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request." Contractor shall provide proof of such Compliance and verification to the City upon request.



City of Sunnyvale

Agenda Item

24-0514

Agenda Date: 4/9/2024

REPORT TO COUNCIL

SUBJECT

Adopt a Resolution Amending the City's Salary Resolution and Schedule of Pay to Increase the Salary for the Classification of Public Safety Communications Manager Effective April 14, 2024

BACKGROUND

This report recommends amending the City's Salary Resolution and Schedule of Pay to increase the salary of the Public Safety Communications Manager classification.

EXISTING POLICY

City Charter Section 1104, entitled Pay Plan, states that amendments to the pay schedule may be adopted from time to time by City Council upon the recommendation of the City Manager.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" with the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(4) in that is a fiscal activity that does not involve any commitment to any specific project which may result in a potentially significant impact on the environment.

DISCUSSION

The 2022 - 2025 Memorandum of Understanding (MOU) with the Communication Officers Association (COA), which represents Public Safety Dispatchers-in-Training, Public Safety Dispatchers, and Senior Public Safety Dispatchers, recently received contractually negotiated increases effective March 3, 2024.

The Salary Resolution states that if a pay differential of less than 15% is identified between the maximum of the salary range for a Management classification and the top step base salary for a direct-report non-management classification, a department director may recommend a pay differential of up to 15%.

With the recent COA increases, the differential between Senior Public Safety Dispatcher and Public Safety Communications Manager is 6.48%. The City is proposing to increase the top of the salary range to \$185,642 for the Public Safety Communications Manager classification. This provides a differential of 15% above the Senior Public Safety Dispatcher classification.

FISCAL IMPACT

The annual cost to update the Public Safety Communications Manager classification salary range to \$185,642 is estimated to be \$15,991 annually and \$399,780 over twenty years. The recommended salary increase is greater than planned in the FY 2023/24 Adopted Budget. Currently, the Department of Public Safety is tracking to end the year significantly over budget in several programs

and will require a budget modification prior to the end of the fiscal year. Approved salaries will be incorporated into the FY 2024/25 Recommended Budget.

PUBLIC CONTACT

Public contact was made by posting the Council meeting agenda on the City's official-notice bulletin board at City Hall, at the Sunnyvale Public Library and in the Department of Public Safety Lobby. In addition, the agenda and this report are available at the NOVA Workforce Services reception desk located on the first floor of City Hall at 456 W. Olive Avenue (during normal business hours), and on the City's website.

RECOMMENDATION

Adopt a Resolution amending the City's Salary Resolution and Schedule of Pay to increase the Salary for the Classification of Public Safety Communications Manager effective April 14, 2024.

Prepared by: Delanie LoFranco, Human Resources Manager

Reviewed by: Tina Murphy, Director, Human Resources

Reviewed by: Sarah Johnson-Rios, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Resolution

DRAFT 3/25/2024 MCT

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE AMENDING RESOLUTION NO. 1151-22,
THE CITY'S SALARY RESOLUTION AND SCHEDULE OF
PAY, TO INCREASE THE SALARY FOR THE
CLASSIFICATION OF PUBLIC SAFETY
COMMUNICATIONS MANAGER**

WHEREAS, pursuant to the 2022 - 2025 Memorandum of Understanding (MOU) with the Communication Officers Association (COA), Public Safety Dispatchers-in-Training, Public Safety Dispatchers, and Senior Public Safety Dispatchers, recently received contractually negotiated salary increases effective March 3, 2024; and

WHEREAS, following the COA salary increases, the differential between Senior Public Safety Dispatcher and Public Safety Communications Manager decreased to 6.48%, and staff is therefore recommending increasing the top of the Public Safety Communications Manager salary range to \$185,642, creating a differential of 15% above the Senior Public Safety Dispatcher classification.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYVALE THAT:

1. Resolution No. 1151-22 is hereby amended by amending the pay rates (salary schedule) for Pay Plan Category E (Public Safety Communications Manager), as set forth in Exhibit "A" attached and incorporated by reference.
2. All other provisions of Resolution No. 1151-22 shall remain in full force and effect.
3. The Salary Resolution amendment and pay rates noted above shall be effective April 14, 2024.

Adopted by the City Council of the City of Sunnyvale at a regular meeting held on April 9, 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:
RECUSAL:

ATTEST:

APPROVED:

DAVID CARNAHAN
City Clerk
(SEAL)

LARRY KLEIN
Mayor

APPROVED AS TO FORM:

REBECCA L. MOON
Interim City Attorney

EXHIBIT A

Regular			Casual/Temporary			Job Title	Range / Scale	Hourly Pay Rates						Annual Range		Effective Date
Job Code	Unit	Pay Cat.	Job Code	Unit	Pay Cat.			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Minimum	Maximum	
0245	Mgmt-SMA	E	9209	TEMP	n/a	Public Safety Communications Manager	36							148,514	185,642	4/14/24



City of Sunnyvale

Agenda Item

24-0280

Agenda Date: 4/9/2024

REPORT TO COUNCIL

SUBJECT

Approve Art in Private Development Project - Hunter Properties/Cityline, Titled Redwood Blue (Phase 2, Artwork 3 of 4)

SUMMARY OF COMMISSION ACTION

The Arts Commission considered this item on March 20, 2024.

The Arts Commission voted to approve Alternative 1: Recommend Council Approve Art in Private Development Project - Hunter Properties/Cityline, titled Redwood Blue (Phase 2, Artwork 3 of 4). The Vote was 3-1-1.

PUBLIC CONTACT

Public contact was made by posting the Council meeting agenda on the City's official-notice bulletin board at City Hall, at the Sunnyvale Public Library and in the Department of Public Safety Lobby. In addition, the agenda and this report are available at the NOVA Workforce Services reception desk located on the first floor of City Hall at 456 W. Olive Avenue (during normal business hours), and on the City's website.

ALTERNATIVES

1. Approve Art in Private Development Project - Hunter Properties/Cityline, titled Redwood Blue (Phase 2, Artwork 3 of 4)
2. Do not approve the artwork as proposed

STAFF RECOMMENDATION

Alternative 1: Approve Art in Private Development Project - Hunter Properties/Cityline, titled Redwood Blue (Phase 2, Artwork 3 of 4)

Staff concludes that the artwork is consistent with the criteria for Art in Private Development requirements. Under normal circumstances, this sculpture would not be considered substantial enough to stand out in such a busy environment and situated between two very large buildings. However, staff concludes the sculpture is adequate for this project due to the following considerations:

- The urban landscape of downtown naturally lends itself to viewing the art up close, without the entire building as a backdrop.
- The sculpture is 18-feet tall and illuminated, so it will be visible over a crowd.
- This is one of six artworks being installed as part of a larger art walk experience throughout the downtown area.

Prepared by: Kristin Dance, Recreation Services Coordinator II
Reviewed by: Trenton Hill, Recreation Services Manager
Reviewed by: Damon Sparacino, Superintendent of Recreation Services
Reviewed by: Michelle Perera, Director, Library and Recreation Services
Reviewed by: Jaqui Guzmán, Deputy City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Report to Arts Commission [24-0216, March 20, 2024] (without attachments)
2. Art Expenditures
3. 1000 Suns
4. Fountain
5. Heads
6. Dropping the Ball
7. Vicinity Map
8. Artwalk Locations
9. Redwood Blue Proposed Art Location
10. Artist Resume and Past Works
11. Redwood Blue
12. Lighting Plan

Additional Attachments for Report to Council

13. Excerpt of Draft Minutes of the Arts Commission Meeting of March 20, 2024



City of Sunnyvale

Agenda Item

24-0216

Agenda Date: 3/20/2024

REPORT TO ARTS COMMISSION

SUBJECT

Recommend Council Approve Art in Private Development Project - Hunter Properties/Cityline, titled Redwood Blue (Phase 2, Artwork 3 of 4)

BACKGROUND

Under the City's Art in Private Development Ordinance (Sunnyvale Municipal Code (SMC) Chapter 19.52), the Cityline project in downtown Sunnyvale is required to provide public art. This project was permitted prior to the adoption of the Master Plan for Public Art in 2020 and therefore requires a minimum 1% of the project's construction valuation be allocated for art, which is equal to \$1,378,090 (Attachment 2).

The artwork for Cityline will be commissioned and installed in two phases.

Phase 1 required a combined minimum artwork expenditure of \$451,381. The combined actual expenditure for artwork is \$799,103 or 1.7% of the project construction valuation.

1. 1000 Suns by Future Forms (Attachment 3) was approved by Council on Feb. 25, 2022 (RTC No 20-0064).
2. Fountain by Woody de Othello (Attachment 4) was approved by Council on July 14, 2020 (RTC No. 20-0053).

Both sculptures were installed in September 2022.

Phase 2 includes four planned artworks, with a combined minimum expenditure of \$926,709.

1. Heads by Olaf Breuning (Attachment 5) was approved by Council on April 19, 2022 (RTC No. 22-0372). Currently installed in a temporary location and it is valued at \$200,000. The permanent location for Heads will be reviewed at a future date once the design for Redwood Square is complete.
2. Dropping the Ball by Camille Henrot (Attachment 6) was approved by Council on Oct. 24, 2023 (RTC No. 23-0747) and is valued at \$392,000.
3. Redwood Blue (proposed)
4. TBD at a future date

This report provides information for the Arts Commission's review and recommendation to City Council for Redwood Blue, the third proposed artwork of Phase 2. Redwood Blue is valued at \$223,750.

The procedure established for reviewing artwork is:

1. Review the artist's background, including their experience and ability to design, fabricate and install large-scale artwork; and
2. Review the proposed artwork to determine whether the nature and style of the artwork is

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appropriate to the site; and

3. Determine whether the proposed artwork is appropriate in scale for the overall development; and
4. Review the location of the proposed artwork for accessibility to the public.

The Arts Commission usually has final approval for Art in Private Development projects; however, due to the high visibility of the Cityline project, the conditions of approval state: "Upon approval (recommendation) by the Arts Commission the plan shall be forwarded for review and approval by the City Council." The Arts Commission's recommendation will be considered by the City Council for final approval at the March 26, 2024 Council meeting.

The remaining artwork for the Cityline development will be reviewed by the Arts Commission and approved by City Council at a future meeting.

EXISTING POLICY

Sunnyvale Municipal Code Chapter 19.52 (Art in Private Development)

ENVIRONMENTAL REVIEW

In 2016 (RTC No. 16-0458), the Planning Commission approved a Special Development Permit to amend the Final Conditions of Approval for the Cityline project. Required public art was included in those amended conditions of approval. The approved amendments to the Special Development Permit Final Conditions of Approval, including the public art requirement, were determined to be within the scope of the previous environmental analysis for the Downtown Program Improvement Update in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15168(c)(2). Subsequent environmental review is not required as none of the exceptions to the exemptions specified in CEQA Guidelines Section 15300.2 have occurred, the amended conditions were deemed categorically exempt from CEQA pursuant to CEQA Guidelines Sections 15304 and 15305, and the specific art proposal consists of a moderately sized metal sculpture that does not present any new environmental impacts.

DISCUSSION

Project Location: In 2007, City Council approved a master land use and site development plan for the Cityline site. The site covers six blocks located between South Mathilda, South Sunnyvale, West Washington, and West Iowa avenues (Attachment 7).

Project Description: Phase 1 of the 36-acre development is complete and includes office buildings, apartments (including affordable units) and retail spaces. Phase 1 also incorporated re-opening the area surrounding the large redwood trees near Murphy and McKinley Avenues (future home of Redwood Square), the extension of Murphy Avenue, demolition of the former Macy's building, new construction of the AMC theaters, and Whole Foods Market. Additional Cityline tenants include AT&T, Xfinity, Salon Republic, Ulta Beauty, Urban Plates, Road Runner Shoes, City National Bank, Pacific Catch, Rumble Boxing, Topsy Putt and Teazzi.

Phase 2 construction, currently underway, includes apartments, offices, retail spaces and a landscaped open space area (Redwood Square). This phase is scheduled to be completed fall 2024.

Artwork Location: Hunter Properties (one of the partner owners) is curating a "dynamic installation

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of public art that invigorates communal spaces and provides a link between the past, present and future of Downtown Sunnyvale...by engaging avant-garde contemporary artists whose work addresses methodologies and ideas of our time.” Hunter Properties is creating an outdoor art walk that visitors and residents can experience throughout the downtown.

The art will help activate pedestrian spaces throughout the urban environment by inviting community members to experience the public artwork and many small businesses, restaurants, and shops along the way.

Cityline artwork is being developed, approved and installed in two phases. Two artworks previously approved for Phase 1 have been installed along the McKinley Avenue corridor and one artwork for Phase 2 has been temporarily installed, also along McKinley Avenue, until its permanent home in Redwood Square is complete (Attachment 8).

A second artwork for Phase 2, Dropping the Ball, has been approved for the corner of Washington Avenue and Murphy Avenue and is slated for installation in Q1 of 2025.

The third artwork being proposed for Phase 2 will be located along a pedestrian walkway at the nexus of Redwood Square, adjacent to the Frances Street Arch (Attachment 9). The sculpture will be anchored by a base plate below ground and will appear to emerge from the streetscape like a tree trunk.

Selected Artist: The artist selected for this location is Mark Handforth (attachment 10). Mr. Handforth is a sculptor living in Miami, FL. Most recently, his works have appeared in national and international exhibits, including Luhring Augustine Gallery, New York; Carnegie Museum of Art, Pittsburgh, PA; The Modern Institute, Glasgow, Scotland; Modern Art, London, England; Kayne Griffin Corcoran, Los Angeles, CA; and Museum of Contemporary Art, Detroit, MI.

Handforth’s public art installations include NYC Art in the Parks Program, New York, NY; Qatar-USA 2021 Year of Culture, Doha, Qatar; Institute of Contemporary Art Miami, Miami, FL; Governor’s Island, New York, NY; and Museum of Contemporary Art Chicago, Chicago, IL.

The artist creates sculpture from things on the street, altering them by bending, twisting, or exaggerating their size then placing them out of context. The result is slightly surreal and surprising, coaxing viewers into reconsidering the often overlooked. He describes his sculptures as a “play between the looseness of intention and the physical weighted reality of objecthood.”

They are an extension of his interest in defining the role of art within our environment and how art fits into the intersection where private and public spheres meet. “The public realm is by definition full of unpredictable activity...and objects entirely beyond my control, so my sculptures are quite deliberate and made to be surrounded by people and completed by crowds.”

Artwork Proposal: Hunter Properties selected Redwood Blue, a large aluminum star sculpture that rises 18-feet above the pavement. The lines/arms of the star will be constructed of a 10-inch wide, aluminum L-channel, bent into an abstract, fluid star and powder-coated blue. The relationship of the crisscrossed arm elements will change as the viewer moves closer, changes direction or circles around the piece.

24-0216

Agenda Date: 3/20/2024

The star will be supported by a 12-inch wide, stainless-steel, reinforced, L-channel pole. The lowest point of the star will stand at 8-feet, 4-inches and the blue planes of the star will be lined with red, amber, and violet, fluorescent lights causing it to glow at night and create a “drawing in space.”

Maintenance: The powder coating on the aluminum and stainless steel will protect the sculpture from rusting and it can be repaired if the paint is chipped or scratched. When necessary, the sculpture can be washed with a mild soap and water. The bulbs for the lighting will need to be replaced every 15 to 25 years. The developer (or current landowner) is responsible for ongoing maintenance of the artwork.

Lighting Plan: Art in Private Development projects are required to submit lighting plans (SMC Section 19.52.050) to ensure lighting is incorporated into the overall art proposal. Final review and approval of the lighting plan and light fixtures is overseen by the Community Development Department as part of the permitting and installation process. This process allows for adequate review to verify the art lighting is following the various specific and precise plans within the City and the applicable design guidelines and standards, including Bird Safe Guidelines, Dark Sky Requirements, and Downtown Streetscape Standard Specifications and Details.

Hunter Properties’ proposal includes minimal uplighting around the sculpture base, at ground level (Attachment 12). These lights can be adjusted to point directly at the artwork to comply with dark sky requirements. Additionally, the lights will illuminate the varying shades of blue color and alert pedestrians to the support pole emerging from the cement. The oversized “star” element will include fluorescent light strands embedded in the crook of the L-channels, to provide added layers of colors.

Art Bond: The City has collected a security in the form of a bond to guarantee installation of the art. The bond will be held until completion of the public art requirement, consistent with SMC Chapter 19.52 (Art in Private Development). The requirement will be deemed complete when the following conditions are met:

1. Art installation
2. Plaque installation
3. Lighting installation
4. Covenant recording, requiring the property owner to keep and maintain the art
5. Verification of the 1% expenditure

FISCAL IMPACT

If the artwork is approved, the developer will be responsible for design, fabrication, installation costs, and ongoing maintenance of the artwork. There is no fiscal impact on the City’s operating budget other than incidental staff time to monitor the project, which is budgeted in the Art in Private Development Program.

The Developer is required to provide supporting documentation to substantiate the art expenditures and anticipates the total budget for Phase 2 artwork will be equal to or greater than the minimum 1% of the construction valuation requirement (\$926,709). If it is not, the Developer will be required to contribute the difference to the City’s Public Art Fund.

Attachment 2 of this report illustrates that the developer has exceeded the minimum art requirement for Phase 1 and is trending towards meeting or exceeding the minimum art requirement for Phase 2.

24-0216

Agenda Date: 3/20/2024

PUBLIC CONTACT

Public contact was made by posting the Council meeting agenda on the City's official notice bulletin board at City Hall, at the Sunnyvale Public Library, and in the Department of Public Safety Lobby. In addition, the agenda and this report are available at the NOVA Workforce Services reception desk located on the first floor of City Hall at 456 W. Olive Avenue (during normal business hours), and on the City's website.

ALTERNATIVES

1. Recommend Council Approve Art in Private Development Project - Hunter Properties/Cityline, titled Redwood Blue (Phase 2, Artwork 3 of 4)
2. Do not recommend Council approve the artwork as proposed

RECOMMENDATION

Alternative 1: Recommend Council Approve Art in Private Development Project - Hunter Properties/Cityline, titled Redwood Blue (Phase 2, Artwork 3 of 4)

Staff concludes that the artwork is consistent with the criteria for Art in Private Development requirements. Under normal circumstances, this sculpture would not be considered substantial enough to stand out in such a busy environment and situated between two very large buildings. However, staff concludes the sculpture is adequate for this project due to the following considerations:

- The urban landscape of downtown naturally lends itself to viewing the art up close, without the entire building as a backdrop.
- The sculpture is 18-feet tall and illuminated, so it will be visible over a crowd.
- This is one of six artworks being installed as part of a larger art walk experience throughout the downtown area.

Prepared by: Kristin Dance, Recreation Services Coordinator II

Reviewed by: Trenton Hill, Recreation Services Manager

Reviewed by: Damon Sparacino, Superintendent of Recreation Services

Reviewed by: Michelle Perera, Director, Library and Recreation Services

Reviewed by: Jaqui Guzmán, Deputy City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Reserved for Report to Council
2. Art Expenditures
3. 1000 Suns
4. Fountain
5. Heads
6. Dropping the Ball
7. Vicinity Map
8. Artwalk Locations
9. Redwood Blue Proposed Art Location
10. Artist Resume and Past Works
11. Redwood Blue
12. Lighting Plan

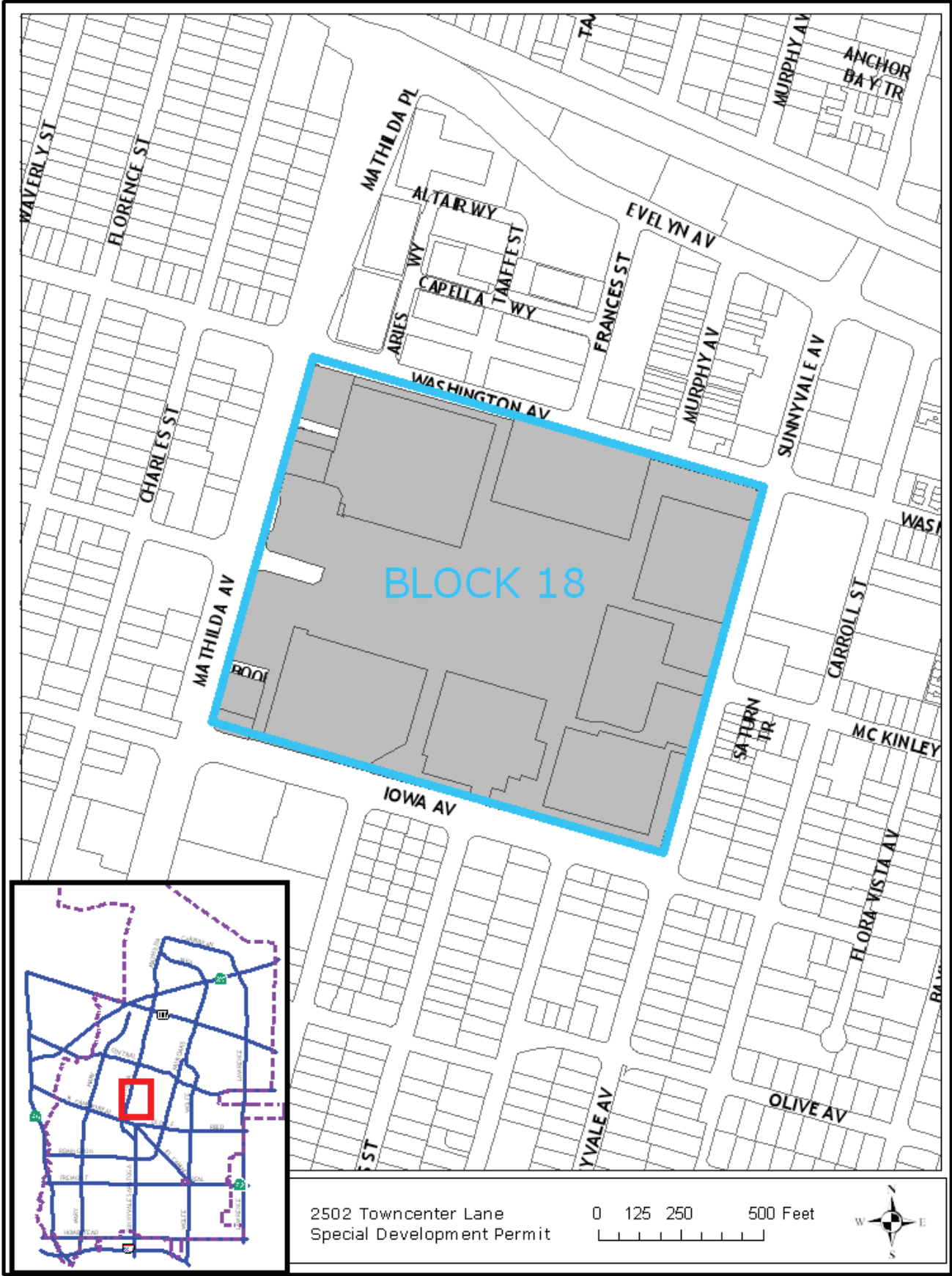
Art Expenditures Cityline/Hunter Properties			
Phase 1			
1% Minimum Requirement			\$451,381
1	Woody de Othello	Fountain	\$212,243
2	Future Forms	1000 Suns	\$586,860
	Total Expenditure		\$799,103
Phase 2			
1% Minimum Requirement			\$926,709
3	Olaf Breuning	Heads	\$200,000
4	Camille Henrot	Dropping the Ball	\$392,000
5	Mark Handforth	Redwood Blue	\$223,000
6	TBD		\$ TBD
	Total Expenditure to Date:		\$ 815,000



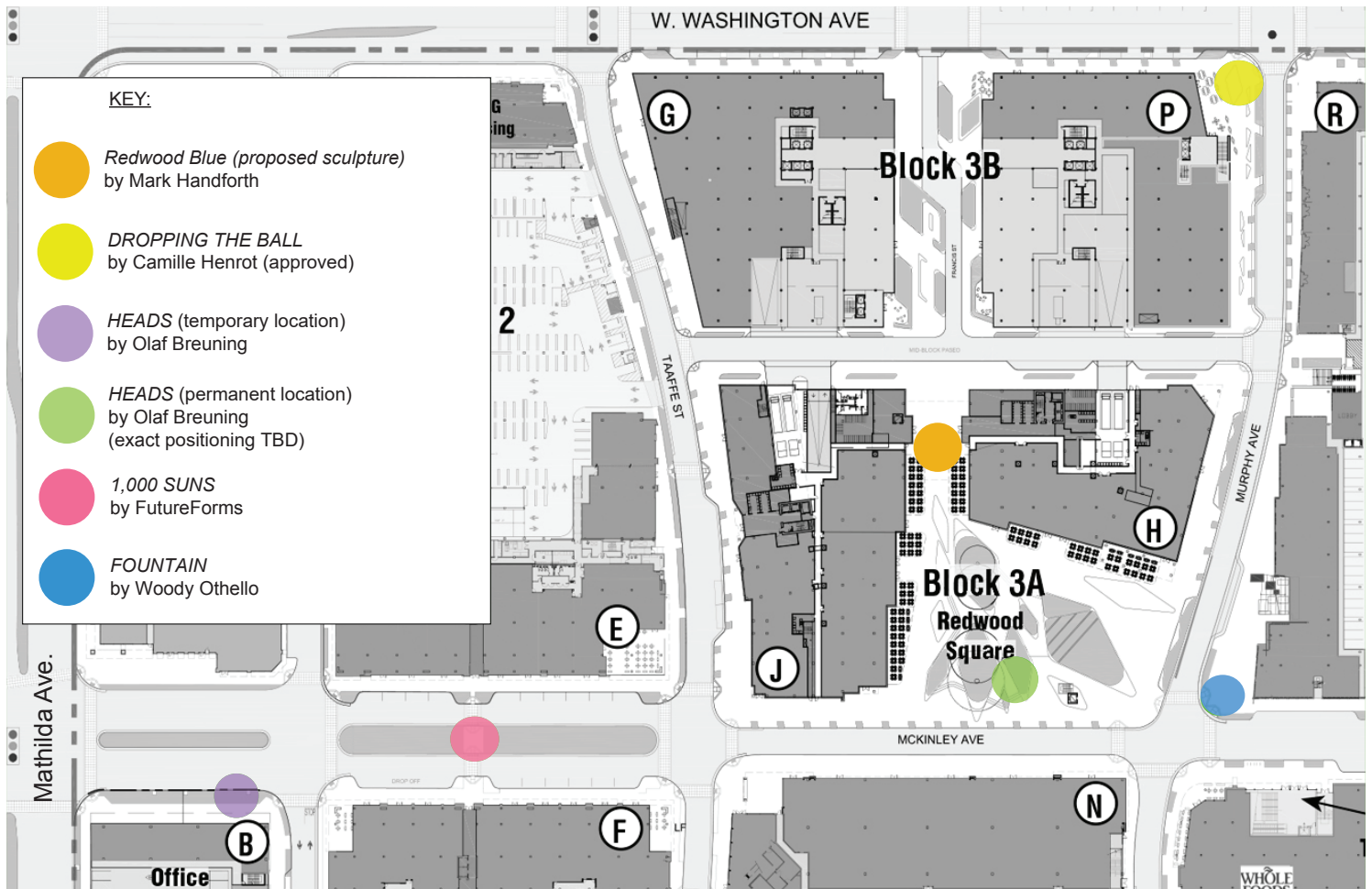


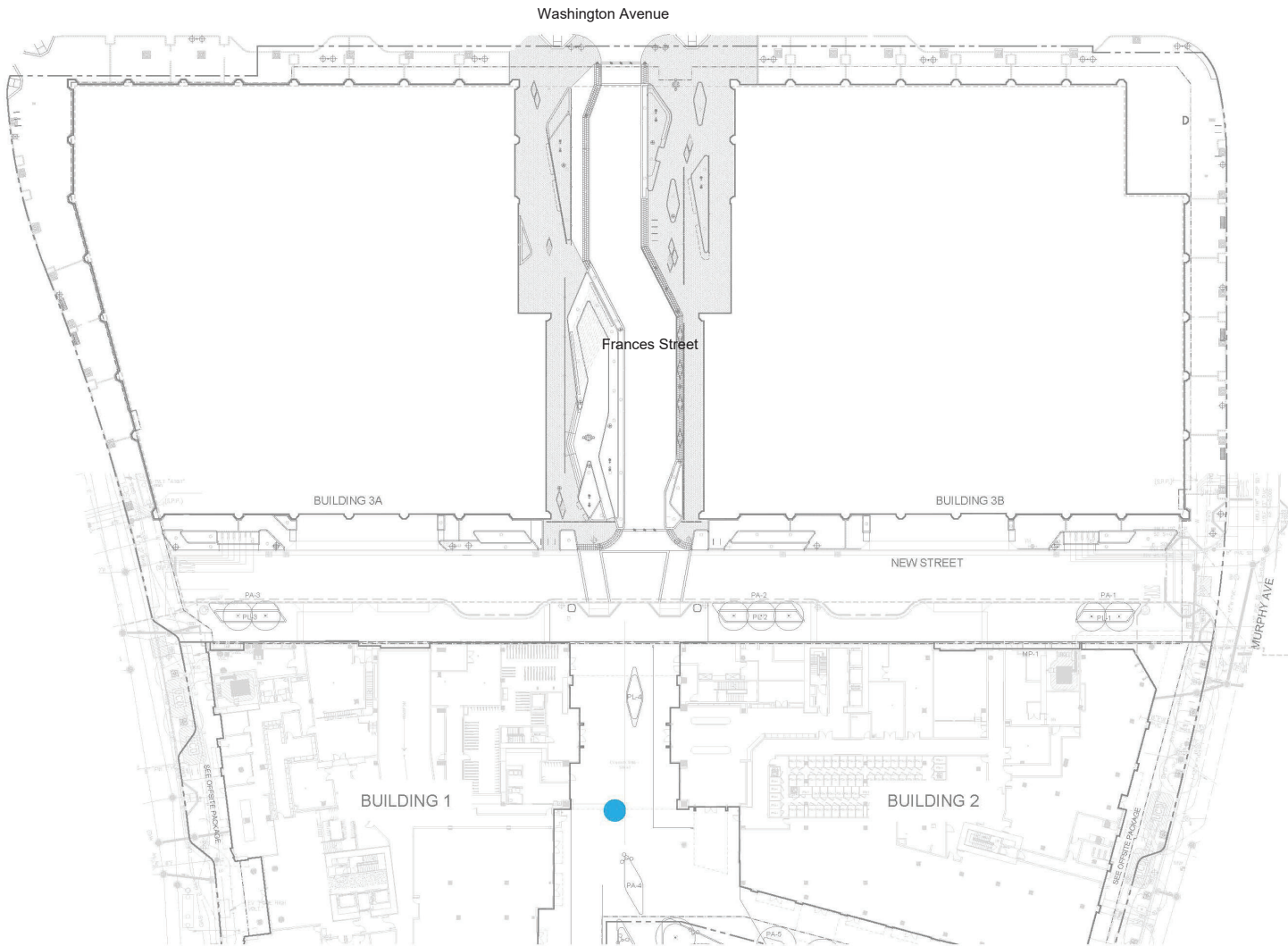


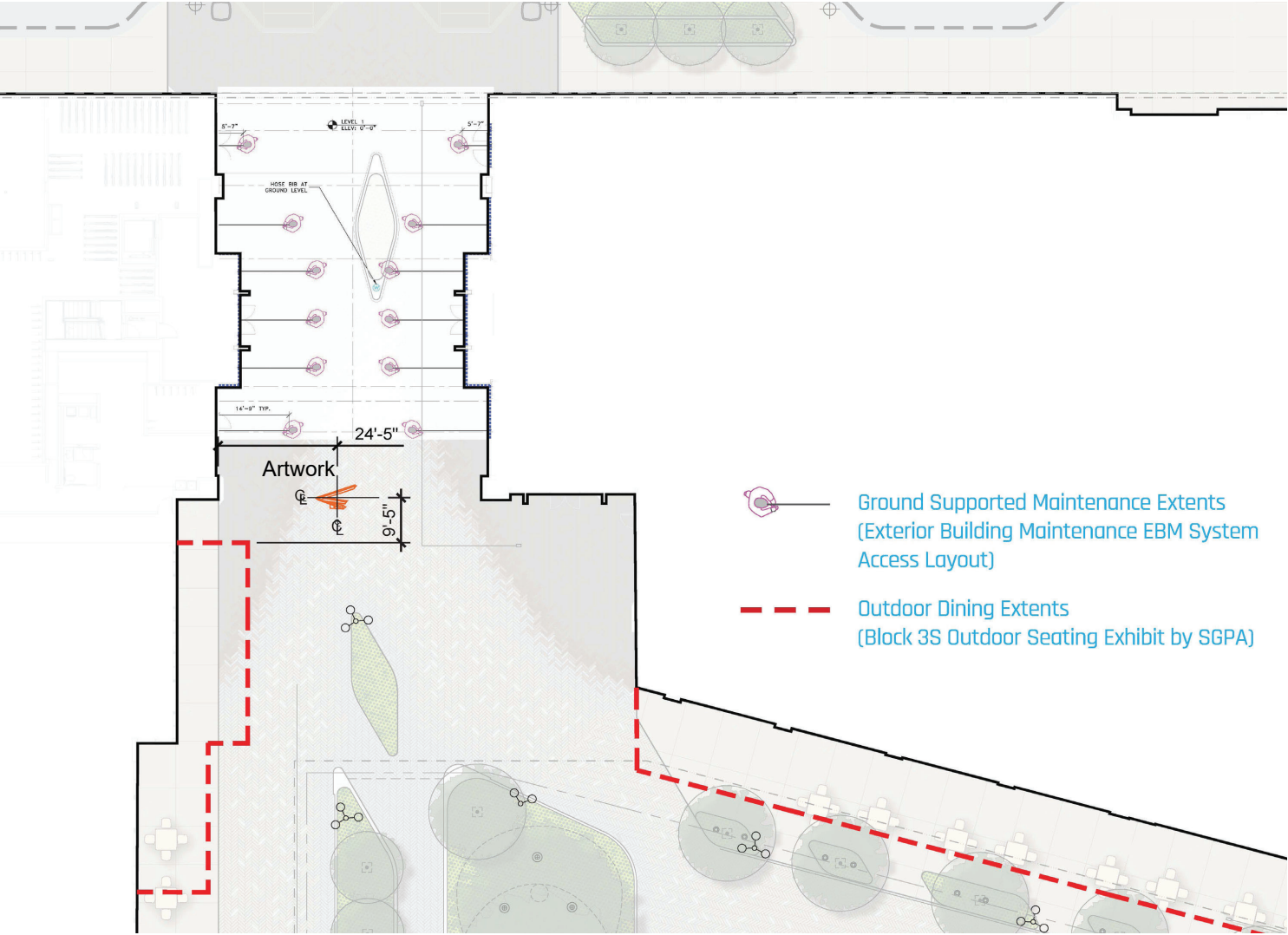




Cityline Artwork Locations







Artist Bio & Resume

MARK HANDFORTH

Mark Handforth was born in 1969 in Hong Kong and lives and works in Miami, FL. His work is centered around the sculptural vocabulary of urban areas and familiar elements of day-to-day life rendered at uncanny scales. His work has appeared in exhibitions worldwide, including solo presentations and outdoor public sculptures at the Museum of Contemporary Art Chicago (2011); Dallas Museum of Art (2007); and the Hammer Museum, Los Angeles (2002).

Selected Public Art Exhibitions

- Franklin Street Four*, NYC Art in the Parks Program, New York, NY, 2023
- Turquoise City*, Qatar-USA 2021 Year of Culture, Doha, Qatar, 2021
- Dr. Pepper*, Institute of Contemporary Art Miami, Miami, FL, 2020
- Sidewalk Island*, Governor's Island, New York, NY, 2015
- Plaza Project*, Museum of Contemporary Art Chicago, Chicago, IL, 2011
- Platz*, Galerie Eva Presenhuber/ Tessinerplatz, Zürich, Switzerland, 2007
- Public Art Fund: In the Public Realm*, Doris C. Freedman Plaza New York, NY, 2003

Selected Solo Exhibitions

- Lubring Augustine Gallery*, Tribeca, New York, NY, 2023
- The Modern Institute*, Glasgow, Scotland, 2022
- Modern Art*, London, England, 2019
- Kayne Griffin Corcoran*, Los Angeles, CA, 2018
- Galerie Eva Presenhuber*, Zurich, Switzerland, 2016
- Dallas Museum of Art*, Dallas, TX, 2007
- Hirshhorn Museum and Sculpture Garden*, Washington, DC, 2006

Selected Group Exhibitions

- Carnegie Museum of Art*, Pittsburgh, PA, 2023
- Museum of Contemporary Art Detroit*, Detroit, MI, 2017
- Palais des Beaux-Arts*, Lille, France, 2015
- Whitney Museum of American Art*, New York, NY, 2004



MARK HANDFORTH

Artist Portfolio – Past Work



MARK HANDFORTH

Artist Portfolio – Past Work



MARK HANDFORTH

Artist Portfolio – Past Work



MARK HANDFORTH

Artist Portfolio – Past Work



MARK HANDFORTH: *Redwood Blue*

Artist Statement

My work has drawn extensively from the urban context in which I find myself, from a kind of available poetry of the street. I have used lampposts, highway signage, trash cans and hydrants as both muse and readymade; as a means to reflect on the strange twisted beauty of the created and uncreated environment in which we live. We can view nature through the prism of the city - to see the varied forms of the urban landscape as hybrids and adaptations of an organic original; and to see the fusion of these organic and industrial symbols as a strange and beautiful embrace. I live in a tropical city, where vines and strangler figs swallow walls and lampposts whole. It's energizing to feel that one day this jungle will take back our shining glass city and eat it up for breakfast. Public works exists within this beautiful dynamism. Art is by its very nature public, or should be. A discourse between people, a conversation on the street.

In my work I have often tried to explore the role that art plays within our wider world; to think about the private and public spheres that it slips in and out of. About what it can and can't achieve; about those varied experiences and about how an artwork can hold its own, yet simultaneously give itself over. The public realm is by definition full of unpredictable activity, of colors and responses, actions and objects entirely beyond my control, so my sculptures are quite deliberately made to be surrounded by people; completed by crowds.

Redwood Blue is a richly colored standing star that rises from the pavement, tree-like, above our heads; its corona of folded arms and vibrant light-lines shining. Rooted at the nexus of Redwood Square and Frances Street, distinctly visible from so many vistas, the arcing, lyrical form plays against the straight lines of the architecture while nodding to the ancient organic poetry of the Redwoods themselves.

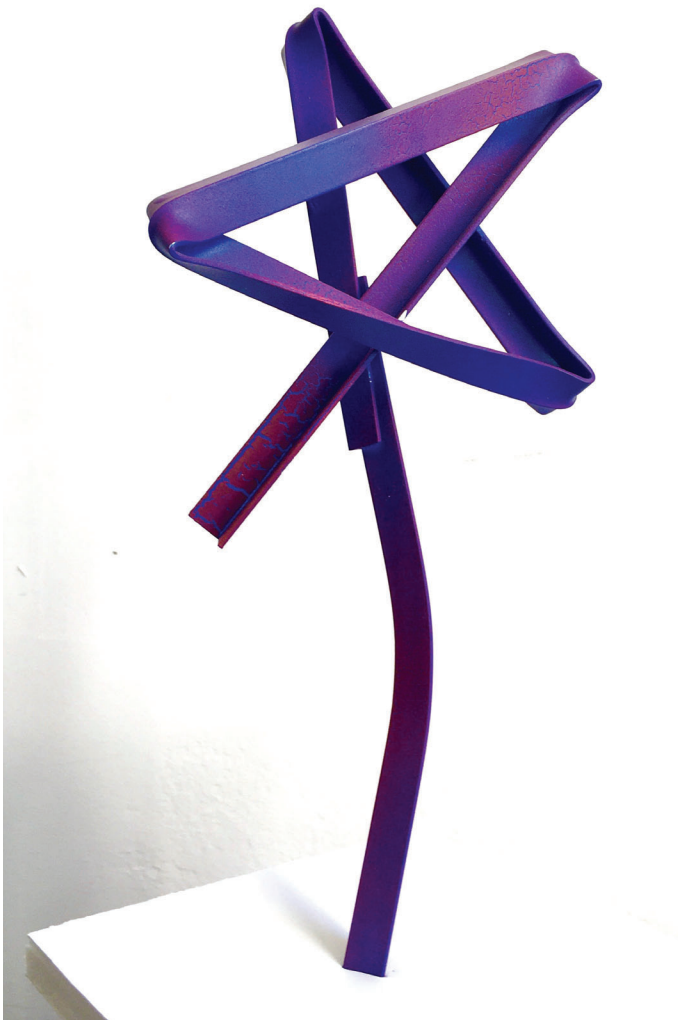
The sculpture's iconic kinetic form and glowing light arrays act, beacon-like, as a waypoint, framed by the Frances Street arch and distinct from every vantage point. The dynamic, twisting relationship between the criss-crossed elements changes as the viewer moves closer, circles around, and connects with the sculpture.

Like so many depictions of stars, ubiquitous yet magical icons, this sculpture is in essence an imaginary structure that allows lines of light to be drawn in space. The folded aluminum, their fluid gestures like brushed calligraphy, describe a continuous, inevitable movement through space, a mind's eye process writ large. Like a dancing body, the sculpture is at once defiantly fluid and stubbornly material. *Redwood Blue* exists as play between the looseness of the intention and the physical weighted reality of objecthood.

Rich blue metal planes holding bright lines of vivid red, amber, and violet light reflect that peculiar duality; so too the structural webbing of the leg, hard triangular plates criss-crossing languid form.

As residents and visitors to Cityline mingle around the sculpture, its colored light pools emanating through the air, it becomes an essential part of all that life, jaunty and fluorescent. Not distant at all, *Redwood Blue* is more like another figure at the party.

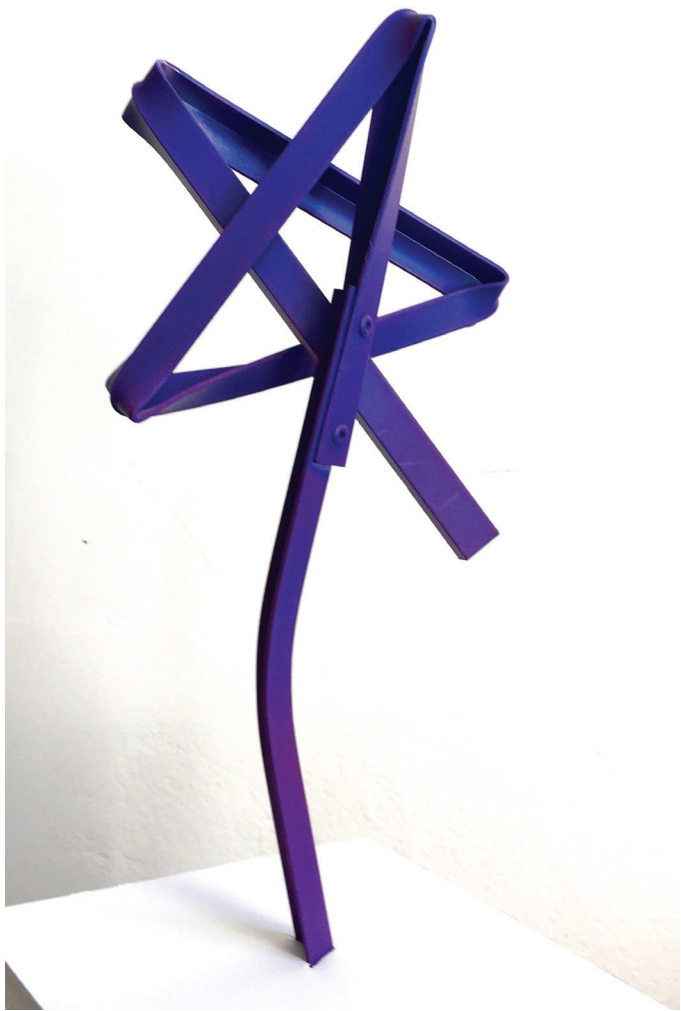
– Mark Handforth



Maquette View 1



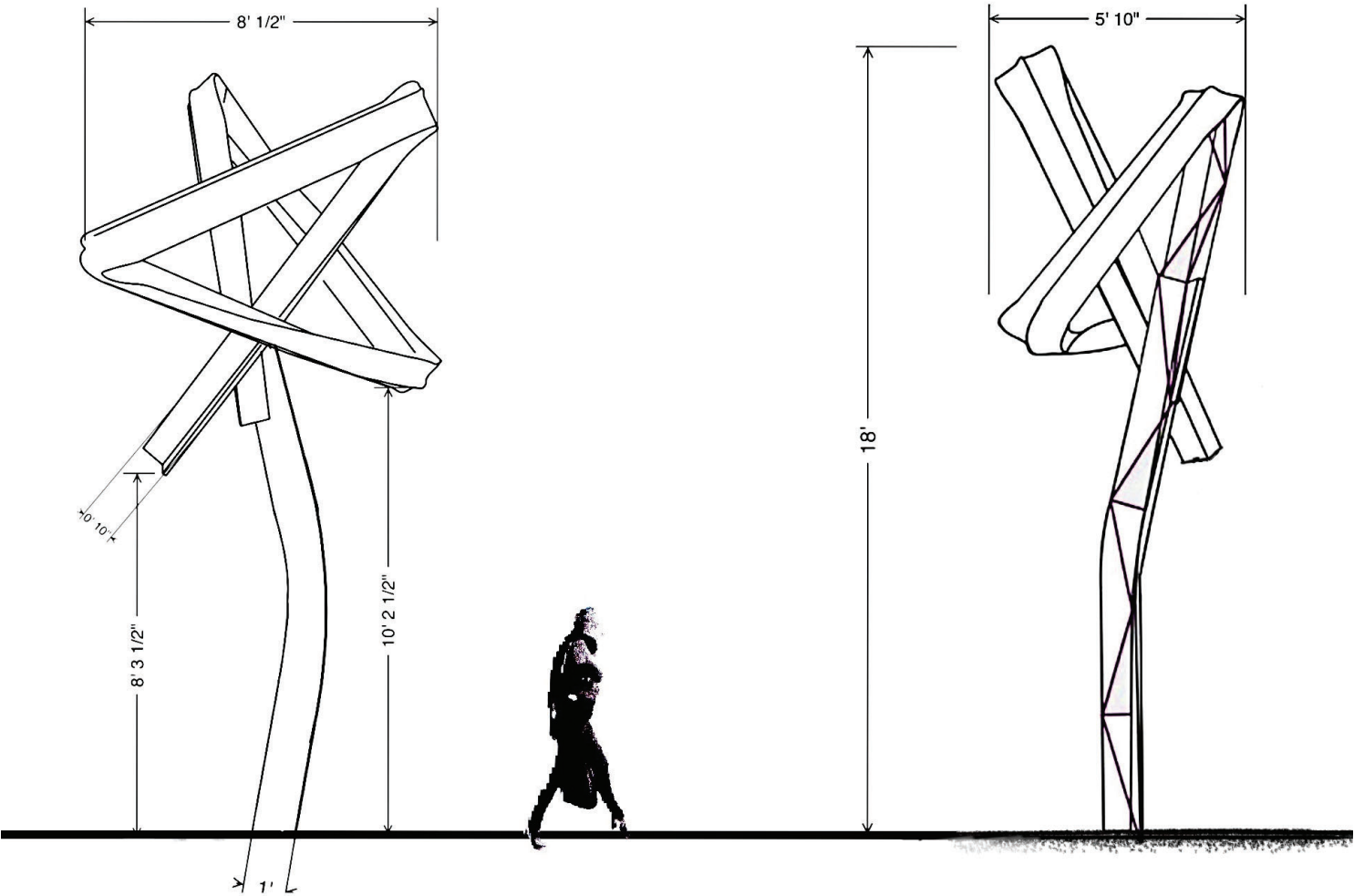
Maquette View 2



Maquette View 3

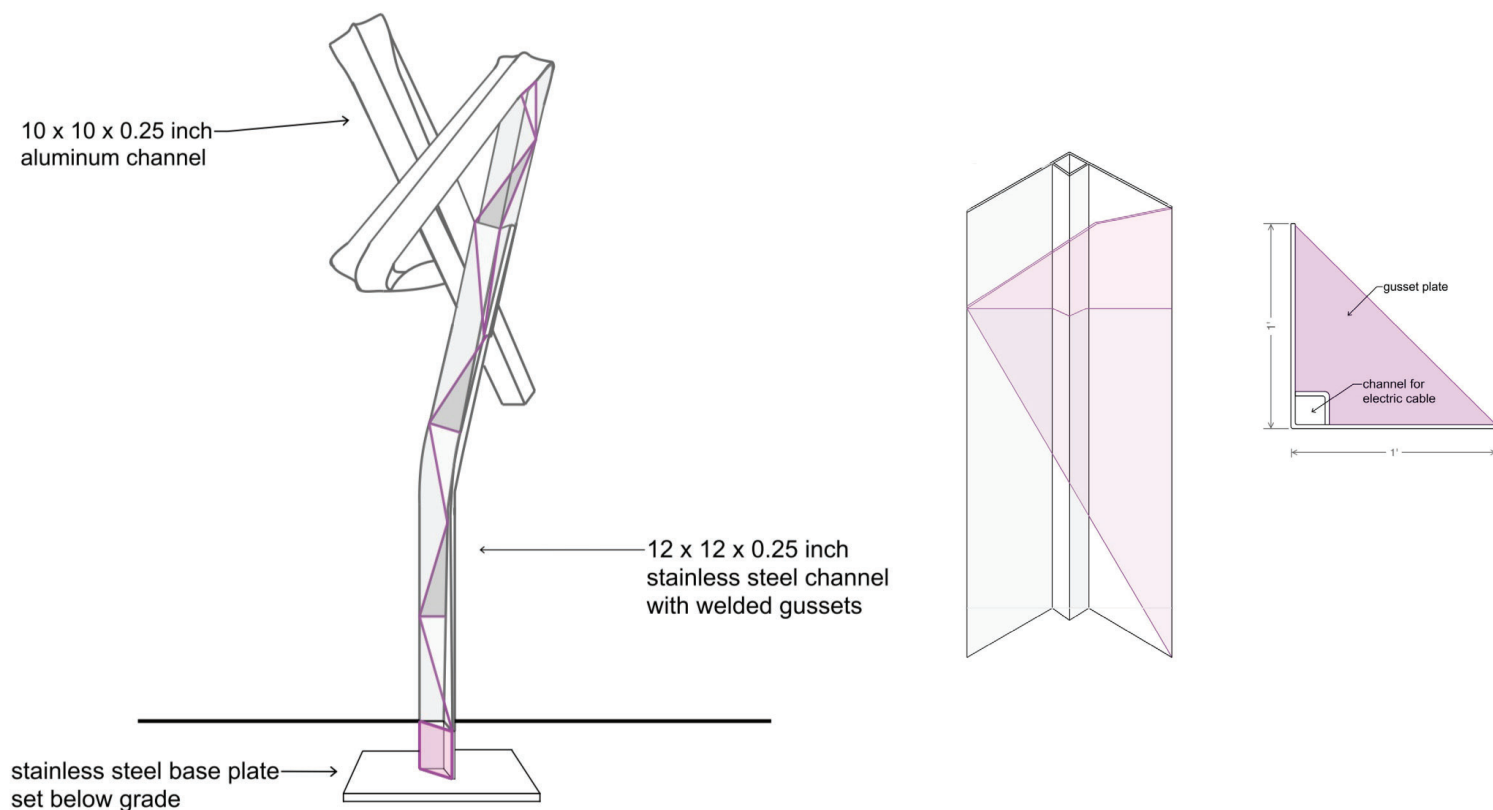


Past work showing lighting technique



MARK HANDFORTH: *Redwood Blue*
Materials & Maintenance

Attachment 11
Page 5 of 8



Materials & Maintenance Details

The sculpture will consist of a combination of powder-coated aluminum and stainless steel channels with highly efficient waterguard lights. The powdercoating method protects the aluminum from rusting, and the stainless steel is inherently rust-proof.

Maintenance of the sculpture will require changing out the bulbs approximately every 50,000 to 100,000 hours of use, as well as washing the sculpture with water and common detergent. Pressure hoses and cleaning agents should never be used on the sculpture.

MARK HANDFORTH: *Redwood Blue*

Artwork Rendering

Color rendering by Bionic

Attachment 11

Page 6 of 8



Note: Sculpture will be various shades of blue. Colored lights will change the perceived color of blue.

MARK HANDFORTH: *Redwood Blue*

Artwork Rendering

Color rendering by Bionic

Attachment 11
Page 7 of 8



Note: Sculpture will be various shades of blue. Colored lights will change the perceived color of blue.

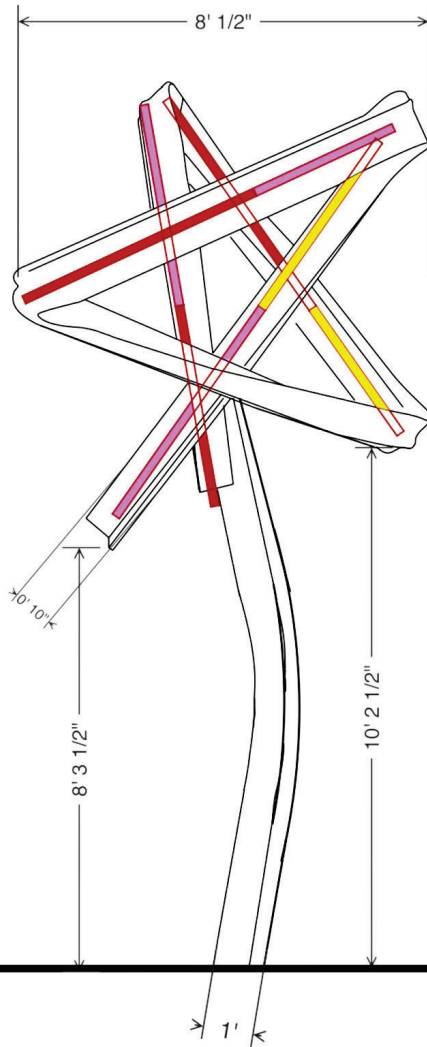
MARK HANDFORTH: *Redwood Blue*
Artwork Rendering
Color rendering by Bionic

Attachment 11
Page 8 of 8



Note: Sculpture will be various shades of blue. Colored lights will change the perceived color of blue.

MARK HANDFORTH: *Redwood Blue*
Lighting Details



The sculpture itself contains lighting fixtures that will create a “drawing in space” with lights at night. All of the light fixtures will be embedded in the aluminum and still L-channels so they won’t point directly up at the sky, ensuring that the sculpture complies with dark sky principles. Additionally, the work will be minimally lit with up-lights installed around the base that point directly at the artwork itself in order to show the color of the painted metal at night, and to alert pedestrians to the sculpture base. These lights will land directly on the sculpture, additionally in compliance with dark sky requirements).

WaterGuard Plus Single T5



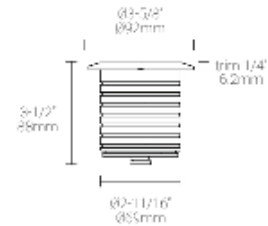
- Diameter: 2"
- Lengths: 12", 24", 36", 48", 60"
- Single T5 FEP coated fluorescent lamp included
- Factory pre-wired with 8' power cord
- UL 1598 (wet location) listed & UL-EPH NSF Certified for 1200PSI wash down
- Temperature rated from -20°F to 150°F (-28°C to 66°C)
- High efficiency reflector system to increase foot candles directly under fixture

Encap/Suite's WaterGuard Plus Single T5 weatherproof lighting fixtures feature two heavy duty non-metallic fixed mounting brackets, electronic program start ballast, universal voltage (120-277 50/60Hz), and a factory pre-wired 8' power cord and plug.

High efficiency reflector systems increase foot candles directly under fixture, with 4100 Kelvin T5 safety coated lamps included. (Other Kelvin temperature lamps available upon request.) Optional suspension mounting methods available at additional cost. Limited 1-year warranty.

UL 1598 (wet location) listed and UL-EPH certified.

In-Ground Fixture Detail:





City of Sunnyvale

Meeting Minutes - Draft Arts Commission

Wednesday, March 20, 2024

7:00 PM

Online and Bay Conference Room, City
Hall, 456 W. Olive Ave., Sunnyvale, CA
94086

CALL TO ORDER

Vice Chair Filley called the meeting to order at 7:00 p.m.

ROLL CALL

Present: 4 - Vice Chair Kathryn Filley
Commissioner Dawna Eskridge
Commissioner Molly Kauffman
Commissioner Winnie Lam
Absent: 1 - Chair Agnes Veith

Chair Veith (excused absense)
Council Liaison Klein (present)

PUBLIC HEARINGS/GENERAL BUSINESS

2 [24-0216](#) Recommend Council Approve Art in Private Development
Project - Hunter Properties/Cityline, titled Redwood Blue
(Phase 2, Artwork 3 of 4)

Kristin Dance, Recreation Services Coordinator, provided background on the project and introduced Ellie Hunter, Art Advisor. Highlights included: past work, proposed artwork, lighting and location.

Commissioners asked questions regarding how the artwork was selected, if the artist will use recycled materials, when the artwork would be lit, and if there was no base proposed on purpose.

Commissioner Kauffman motioned and Vice Chair Filley seconded the motion for Alternative 1: Recommend Council Approve Art in Private Development Project - Hunter Properties/Cityline, titled Redwood Blue (Phase 2, Artwork 3 of 4).

The motion carried with the following vote:

Vice Chair Filley did not see the relevance between the proposed artwork and the Cityline location in Sunnyvale.

Yes: 3 - Commissioner Eskridge
Commissioner Kauffman
Commissioner Lam

No: 1 - Vice Chair Filley

Absent: 1 - Chair Veith

ADJOURNMENT

Vice Chair Filley adjourned the meeting at 9:00 p.m.



City of Sunnyvale

Agenda Item

24-0429

Agenda Date: 4/9/2024

REPORT TO COUNCIL

SUBJECT

Direction on Modifications to ITD Study Issues ITD 23-01(Access Sunnyvale CRM System) and ITD 23-02 (Development of Sunnyvale App) and Consider Budget Modification No. 17

BACKGROUND

Council requested an agenda item to discuss ITD Study Issues relating to upgrading the City's Customer Relations Management (CRM) system and mobile applications for City resources.

EXISTING POLICY

N/A

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" with the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

DISCUSSION

At the February 15, 2024, Study Issue / Budget Proposal Workshop, staff recommended considering alternatives for Study Issues ITD 23-01, Access Sunnyvale CRM System Upgrade to include access design for mobile applications, and ITD 23-02, Evaluate the Development for a Single Mobile Application (Sunnyvale App). Possible changes, discussed in more detail below, may be more cost effective and efficient and could result in earlier implementation of an improved Customer Relation Management (CRM) system that includes a mobile application.

Study issue ITD 23-01 would assess adding a mobile application to the current CRM, including market analysis and requirements gathering from City departments and community outreach. The end goal would be a recommendation to either enhance the current CRM by adding a mobile application or replace the current CRM system with one that includes a suitable mobile application.

ITD staff sought proposals to complete the above study. However, after reviewing proposals (RFQL 2023-12-01-006), and informally investigating options, staff identified numerous systems designed for municipalities that can meet the City's requirement of a CRM system with mobile applications. Staff is recommending that Council consider dropping study issue ITD 23-01 and proceed with issuing an RFP for a new CRM system that includes a mobile application. Because staff is aware that there are multiple options for newer systems designed for municipal use, studying enhancements to the current system will likely not be efficient or cost effective. A study would also result in a longer timeline for implementing an improved system. The process to create the RFP, conduct the procurement and

bring back to Council is estimated to take nine months.

Instead, the Study Issue 23-01 could be dropped. Staff could proceed (with assistance from the study consultant selected) to complete requirements gathering, conduct community outreach, develop an RFP, select a vendor, and bring to Council a project budget with a contract for approval.

Study Issue ITD 23-02 focuses on establishing the feasibility and cost of a framework to have a single mobile application (Sunnyvale App) for all the functions of current city of Sunnyvale mobile applications. The City has received proposals with a wide range of cost and scope for this analysis (RFQL 2024-01-29-008), but has not yet engaged a consultant.

Council directed staff at the February 15, 2024 Study Issue / Budget Proposal Workshop to discuss Study Issue ITD 23-02 and provide further information. Study Issue ITD 23-01 may impact the scope of the consulting engagement and outcome of the work for ITD 23-02, if the CRM is going to change. The analysis for Study Issue ITD 23-02 should include the potential new CRM mobile application as part of the study.

FISCAL IMPACT

Per staff recommendation in Alternative No. 1, Study Issue ITD 23-01 is proposed to be dropped, which would cancel Project 836610 - Access Sunnyvale Customer Relationship Management System Upgrade for Mobile Apps. A new project, RFP for CRM with Mobile Application, is proposed to complete an RFP for a CRM system with a mobile application. Funds of \$150,000 currently allocated to Project 833610 will be allocated to the new project. Additionally, Budget Modification No. 17 is proposed to add \$5,400 to fully fund the estimated cost of the RFP for a CRM system with a mobile application.

Budget Modification No. 17

FY 2023/24

Technology and Communication Services Fund

	Current	Increase/(Decrease)	Revised
Project - 836610 - Access Sunnyvale Customer Relationship Management System Upgrade for Mobile Apps	\$150,000	(\$150,000)	\$0
New Project - RFP for\$0 CRM with Mobile Application		\$155,400	\$155,400

Technology and Communications Fund Reserve	\$2,426,888	(\$5,400)	\$2,411,488
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PUBLIC CONTACT

Public contact was made by posting the Council meeting agenda on the City's official-notice bulletin board at City Hall, at the Sunnyvale Public Library and in the Department of Public Safety Lobby. In addition, the agenda and this report are available at the NOVA Workforce Services reception desk located on the first floor of City Hall at 456 W. Olive Avenue (during normal business hours), and on the City's website.

ALTERNATIVES

1. Drop Study Issue ITD 23-01 and approve Budget Modification No. 17 for \$5,400 to complete a Request for Proposal for a Customer Relationship Management system with mobile application
2. Do not take any action to adjust Study Issue ITD 23-01
3. Delay/Defer Study Issue ITD 23-02
4. Drop Study Issue ITD 23-02
5. Do not take any action to adjust Study Issue ITD 23-02

STAFF RECOMMENDATION

Staff recommends Alternative 1 and Alternative 3.

Study issue ITD 23-01 will require Council to provide direction on a new CRM and RFP after reviewing the consultant findings. The analysis for the study issue is primarily the same as the RFP process; therefore, shifting the upgrade/analysis project to conducting an RFP will save time and potentially eliminate duplicate work. Dropping Study Issue ITD 23-01 and replacing it with scoping and issuing a Request for Proposal (RFP) for a new Customer Relationship Management (CRM) system with a native mobile application will allow the City to expedite the implementation of a new CRM that incorporates the needs of the community, City departments, and has a mobile application focused on the user experience.

If a new CRM mobile application is going to be implemented, Study issue ITD 23-02 will need to be modified to include this essential mobile application as part of the analysis and recommendations. Staff recommends entering a consulting agreement after the CRM mobile application is implemented to avoid any change in scope or duplicate work related to incorporating the CRM into the single mobile application framework.

Prepared by: Anna Lewis, Senior Management Analyst

Reviewed by: Kathleen Boutté Foster-Gee, CIO, Information Technology Department

Reviewed by: Tim Kirby, Director of Finance

Reviewed by: Connie Verceles, Deputy City Manager

Approved by: Kent Steffens, City Manager



City of Sunnyvale

Agenda Item

24-0519

Agenda Date: 4/9/2024

REPORT TO COUNCIL

SUBJECT

Authorize the City Manager to Execute a Purchase and Sale Agreement Between the City of Sunnyvale and Collins Exempt Holdings LLC and Collins Family Holdings LLC for the Purchase of 922 E. California Avenue, and Approve Budget Modification No. 21 in the Amount of \$4,406,800

BACKGROUND

The City of Sunnyvale, as an adjacent property owner, was advised by the listing real estate broker that the property at 922 E California is up for sale at an asking price of \$4,356,800.

EXISTING POLICY

Council Policy 1.2.7 Acquisition, Leasing and Disposition of City-Owned Real Property

Section 1: Acquisition of Real Property for Municipal Purposes

Real property shall be acquired for current or future municipal purposes, and/or to benefit the community. The City shall acquire real property in accordance with Sunnyvale Municipal Code Chapter 2.07.

Council Policy 7.1B.1.6 - Revenue Base - One-time revenues should not be used for ongoing expenditures.

Pursuant to Sunnyvale Charter Section 1305, at any meeting after the adoption of the budget, the City Council may amend or supplement the budget by a motion adopted by affirmative votes of at least four members to authorize the transfer of unused balances appropriated for one purpose or another, or to appropriate available revenue included in the budget.

ENVIRONMENTAL REVIEW

Approving a Purchase and Sale Agreement for the purchase of real property does not require review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15004 (b)(2)(A), which provides that an agency "may enter into land acquisition agreements when the agency has conditioned the agency's future use of the site on CEQA compliance." The City's immediate plans for the site will be consistent with the previous commercial uses. Any future construction or expansion will be subject to appropriate CEQA review.

DISCUSSION

The property at 922 E. California Avenue is located across E. California from the Sunnyvale Corporation Yard. Its close vicinity to the Corporation Yard allows the City a more flexible and efficient approach for the Corporation Yard master planning and construction. It also gives the City many options for interim uses such as relocating Parks staff currently occupying temporary trailers to this building.

The property at 922 E. California is a 7,780 square foot one story building situated on 0.5-acre site (21,780 square feet). It was built in 1966 but fully renovated, with the last of the renovations being done in April 2024. The building has a new HVAC system, conference room, restroom core, and kitchen, as well as a new exterior façade, roof, and resurfaced parking lot. The building has three at grade-level roll up doors, which allows flexibility in its use. There is ample parking around the building.

Fundamental Terms and Conditions:

- Purchase price: \$4,356,800.
- Property sold in “as-is” condition.
- Initial deposit: \$100,000 payable within 5 days of a fully executed agreement.
- Close of Escrow: 15 days after removal of contingencies.

The City completed an appraisal report and reviewed a phase I environmental review, and no concerns were identified. The City intends to complete indoor air sampling testing and order a preliminary title report during the due diligence period.

FISCAL IMPACT

The purchase price is \$4,356,800 with closing costs estimated at \$50,000. Staff is recommending Budget Modification No. 21 to create a new project to appropriate \$4,406,800 to fund this acquisition. Funding is from the Infrastructure Reserve in the Infrastructure Fund.

For several years, the City has been receiving Excess Educational Revenue Augmentation Funds (ERAF) from the County and depositing them in the reserve in the Infrastructure Fund. This is done per Council Policy requiring the use of one-time revenue for one-time expenditures. Estimates on ERAF have been very conservative as the methodology for allocating this funding source is under review by the Office of the State Controller and legislative activity by the Governor that may also impact the calculation. The current budget has \$7.2 million in estimated revenue, which was based on 70% of the potential revenue. The City has been notified that the disbursement will be \$11.8 million; therefore, this appropriation of reserves will be replenished with current year actual revenue.

At close of transaction, the City will be responsible for the maintenance and utilities at the property. The estimated annual cost is around \$50,000. This cost will be included in the FY 2025/26 budget.

**Budget Modification No. 21
FY 2023/2024**

	Current	Increase/ (Decrease)	Revised
Infrastructure Fund			
<u>Expenditures</u>			
New Project - Acquisition of 922 E California Ave	\$0	\$4,406,800	\$4,406,800

Reserves

Infrastructure Reserve	\$41,311,168	(\$4,406,800)	\$36,904,368
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PUBLIC CONTACT

Public contact was made by posting the Council meeting agenda on the City's official-notice bulletin board at City Hall, at the Sunnyvale Public Library and in the Department of Public Safety Lobby. In addition, the agenda and this report are available at the NOVA Workforce Services reception desk located on the first floor of City Hall at 456 W. Olive Avenue (during normal business hours), and on the City's website.

ALTERNATIVES

1. Authorize the City Manager to execute the Purchase and Sale Agreement, in substantially the same form as Attachment 1 to the report, negotiate additional terms or timelines as necessary and sign all needed documents to close the transaction for the purchase of real property located at 922 E. California Avenue for \$4,356,800, and approve Budget Modification No. 21 in the amount of \$4,406,800
2. Direct staff to negotiate different terms as determined by Council.
3. Do not approve the Purchase and Sales Agreement between the City of Sunnyvale and Collins Exempt Holdings LLC and Collins Family Holdings LLC.

STAFF RECOMMENDATION

Alternative1: Authorize the City Manager to execute the Purchase and Sale Agreement, in substantially the same form as Attachment 1 to the report, negotiate additional terms or timelines as necessary and sign all needed documents to close the transaction for the purchase of real property located at 922 E. California Avenue for \$4,356,800, and approve Budget Modification No. 21 in the amount of \$4,406,800.

Prepared by: Sherine Nafie, Property Administrator

Reviewed by: Chip Taylor, Director, Public Works

Reviewed by: Sarah Johnson-Rios, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Draft Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND
COLLINS EXEMPT HOLDINGS LLC AND COLLINS FAMILY HOLDINGS LLC
(922 E California Road, Sunnyvale, California)

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is dated as of the Effective Date (as defined below), by and between the CITY OF SUNNYVALE, a California municipal corporation (the "Buyer"), and _____ (the "Seller"), collectively referred to as "the Parties". The effective date of this Agreement shall be _____, 2024, the "Effective Date" hereof.

IN CONSIDERATION of the respective agreements hereinafter set forth, Seller and Buyer agree as follows:

1. **Property Included in Sale.** Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following:
 - a. **Real Property.** All that certain real property consisting of approximately _____ acres of land located in the City of Sunnyvale, County of Santa Clara, State of California, having a property address of 922 E California Avenue, Sunnyvale, California (APN: _____), as more particularly described in **Exhibit A** attached hereto (the "Real Property");
 - b. **Appurtenances.** All rights, privileges, easements and rights-of-ways appurtenant to, or used in connection with the beneficial use and enjoyment of, the Real Property (collectively, the "Appurtenances"), including, without limitation, (i) all easements, rights of way, privileges, licenses, rights, benefits, tenements and appurtenances pertaining to the Real Property, (ii) any strips or gores of land adjoining the Real Property, (iii) any land lying in or under the bed of any street, alley, road or right-of-way open or proposed, abutting or adjacent to the Real Property, (iv) riparian rights, and rights of ingress or egress or other interests in, on or to any land, highway, street, road or avenue, open or proposed in, on, across, in front of abutting or adjoining the Real Property, and (v) mineral, oil, gas and similar estates and rights;
 - c. **Improvements.** All improvements and fixtures located on the Real Property, excluding any fixtures owned by tenants or leased by Seller from third parties, but including the 11,755 square foot building located on the Real Property and any other structures presently located on the Real Property, and all apparatus, equipment and appliances (if any) owned by Seller and used in connection with the ownership, use, operation or occupancy of the Real Property (collectively, the "Improvements"); and
 - d. **Intangible Property.** All right, title and interest of Seller in and to any intangible personal property now or hereafter owned by Seller and used exclusively in the ownership, use and operation of the Real Property and Improvements, in each

case only to the extent assignable, including the right to use any trade name now used in connection with the Real Property, and all use, occupancy, building and operating licenses, certificates, permits, approvals, development rights and entitlements, all plans and specifications related to the Real Property and Improvements, if any, and any contract or lease rights, agreements, utility contracts, contract warranties and guarantees and other rights relating to the ownership, use and operation of the Property (as defined below) (collectively, the "Intangible Property").

All of the items referred to in Sections 1(a), 1(b), 1(c) and 1(d) above are hereinafter collectively referred to collectively as the "Property."

2. **Purchase Price.**

a. **Purchase Price.** The total purchase price for the Property is _____ (\$x,xxx,xxx) (the "Purchase Price").

b. **Payment of Purchase Price.** The Purchase Price shall be paid as follows:

i. **Deposit.** Within five (5) Business Days after the Effective Date, Buyer shall deposit in escrow with _____ Title Insurance Company with an address of _____; Attn: _____ (email _____) ("Escrow Holder"), an initial deposit in the amount of One Hundred Thousand Dollars (\$100,000) (the "Deposit"). All sums constituting the Deposit shall be held in an interest-bearing account as directed by Buyer, and interest accruing thereon shall be held for the account of Buyer. If the sale of the Property as contemplated hereunder is consummated, the Deposit plus interest accrued thereon shall be credited against the Purchase Price. If the sale of the Property is not consummated for any reason then the Deposit plus interest accrued thereon shall immediately be returned to Buyer.

ii. **Balance of Purchase Price.** At the Closing, the balance of the Purchase Price shall be paid to Seller in cash. Said cash sum shall be reduced by the amount of the Deposit plus accrued interest thereon (which shall be released by Escrow Holder to Seller at Closing) and by any credits due Buyer hereunder.

iii. **Independent Consideration.** The Deposit being delivered by Buyer includes the amount of One Hundred No/100 Dollars (\$100.00) as independent consideration for Seller's performance under this Agreement ("Independent Consideration"), which shall be retained by Seller in all instances. If the Closing occurs or if this Agreement is terminated for any reason, then Escrow Holder shall first disburse to Seller from the Deposit, the Independent Consideration. The Independent Consideration shall be nonrefundable under all circumstances and shall not be applied to the Purchase Price at Closing. The Independent Consideration, plus Buyer's agreement to pay the costs provided in this Agreement, has been bargained for as consideration for Seller's execution and delivery of this Agreement and for Buyer's review, inspection and termination rights during the Due Diligence Period (as defined

below),) and such consideration is adequate for all purposes under any applicable law or judicial decision.

3. Title to the Property.

a. Title Policy. At the Closing, Seller shall convey to Buyer marketable and insurable fee simple title to the Property, by duly executed and acknowledged grant deed in the form attached hereto as Exhibit B (the "Deed"). Evidence of delivery of marketable and insurable fee simple title shall be the issuance by First American Title Insurance Company (the "Title Company") of an Extended Coverage Owner's Policy of Title Insurance, in the full amount of the Purchase Price, insuring fee simple title to the Property in Buyer, subject only to the following:

- i. the Title Company's standard printed exceptions;
- ii. zoning ordinances and regulations and other laws or regulations governing the Property;
- iii. such other exceptions listed in the Title Report and approved or deemed approved by Buyer pursuant to Section 4(a) below, but excluding the Excluded Exceptions (as defined below);
- iv. matters affecting title created by Buyer;
- v. liens to secure taxes and assessments not yet due and payable; and
- vi. matters that would be revealed by a current survey.

All such exceptions listed in Sections 3(a)(i) through (vi) are defined herein as the "Permitted Exceptions," and the title policy described in this Section 3 is defined herein as the "Title Policy". Notwithstanding the foregoing, (i) deeds of trust and/or mortgages, mechanic's liens or other monetary liens or encumbrances on the Property (collectively, "Liens"), (ii) property taxes and assessments that may become delinquent prior to Closing, and (iii) exceptions or encumbrances to title which are created by Seller after the date of this Agreement (collectively, "Excluded Exceptions") shall not be Permitted Exceptions hereunder, whether Buyer gives written notice of such or not, and shall be paid off, satisfied, discharged, cured and/or removed by Seller at or before Closing, the same being a condition precedent for the benefit of Buyer hereunder. Buyer may elect at Closing to effect cure of any Excluded Exceptions not cured by Seller by payment, from the proceeds otherwise constituting the Purchase Price, of amounts required to satisfy and cure such Excluded Exceptions.

4. Due Diligence Inspection.

a. Title and Survey Review. Buyer's obligation to purchase the Property is conditioned upon Buyer's review and approval, in Buyer's sole discretion, of

the condition and title of the Property pursuant to paragraphs (b) through (d) (the "Due Diligence Contingency").

b. Due Diligence Review. Seller shall make available to Buyer at Seller's offices located in Sunnyvale, California within five (5) days of the Effective Date, upon reasonable prior notice and during normal business hours, any and all records and correspondence in Seller's possession or control related to the Property (the "Property Files"). Buyer shall review and approve the Due Diligence Items by delivering to Seller the Approval Notice as described in paragraph (f), below, prior to the expiration of the Due Diligence Period. Buyer acknowledges that the Due Diligence Items and other similar documentation provided by Seller hereunder, if any, were prepared from a variety of sources and Seller is providing such documentation solely as an accommodation and Seller is not making any representations, warranties or guarantees regarding the contents thereof, including, but not limited to, the accuracy or completeness of the information contained therein except as expressly set forth in this Agreement. Therefore, Buyer is not permitted to rely on the Due Diligence Items or any similar documentation provided by Seller hereunder, if any, and/or information contained therein except as expressly set forth in this Agreement. Buyer covenants, represents and warrants to Seller that Seller shall have no liability to Buyer or any of Buyer's officers, directors, shareholders, partners, members, affiliates, agents, employees and/or representatives in any manner arising from the use or reliance on the Due Diligence Items by Buyer or any of Buyer's officers, directors, shareholders, partners, members, affiliates, agents, employees and/or representatives. In addition to the delivery to make available Buyer of the Due Diligence Items, Seller agrees to make available to Buyer for review (and photocopying at Buyer's cost) at the Property or such other location as reasonably designated by Seller, upon not less than twenty-four hours prior written notice from Buyer to Seller, all other documents in Seller's files pertaining to the Property (but excluding any marketing studies, financing documents, Seller's internal memoranda, attorney-client privileged documents, any proposals, letters of intent, draft purchase and sale agreements and the like prepared by or for other prospective purchasers of the Property or any portion thereof, any document that would disclose Seller's cost of acquisition of the Property, information relating to the Seller itself including, without limitation, Seller's organizational documents, correspondence or emails between Seller and its attorney concerning this Agreement or the sale of the Property or any other confidential or proprietary information). Subject to Buyer's rights set forth in this Section, Buyer understands that Seller may not be providing Buyer with access to all information in Seller's possession or control related to the Property, but Seller shall disclose and deliver to Buyer all material facts and information to the extent required by applicable law.

c. Entry. Prior to close of the Due Diligence Period (as defined below,) Seller shall provide Buyer or Buyer's designee with reasonable access to the Property in accordance with the terms and conditions of this Section 4(c) in order for Buyer to investigate the Property and the physical conditions thereof, including without limitation such environmental, engineering and economic feasibility inspections and testing as Buyer may elect. Such access, investigation, inspections and tests shall be on the following terms and conditions:

i. Buyer shall pay for all inspections and tests ordered by Buyer.

ii. In connection with any entry by Buyer or its agents, employees or contractors onto the Property, Buyer shall give Seller reasonable advance notice of such entry. Without limiting the foregoing, prior to any entry to perform any on-site testing (including drilling, extracting soil samples and other invasive testing), Buyer shall give Seller written notice thereof, including the identity of the company or persons who will perform such testing and the proposed scope of the testing. Seller or its representative may, at Seller's option, be present to observe any testing or other inspection performed on the Property.

iii. Buyer shall repair any damage to the Property caused by Buyer's entry or testing and restore the Property to its condition prior to such testing, at Buyer's sole cost and expense if this transaction does not close. Until restoration is complete, Buyer will take commercially reasonable steps to cause any conditions on the Property created by Buyer's testing to not create any dangerous conditions on the Property. The foregoing covenant shall survive any termination of this Agreement.

iv. Buyer shall indemnify and hold Seller harmless from and against any costs, damages, liabilities, losses, expenses, liens or claims (including, without limitation, reasonable attorneys' fees) resulting from any entry on the Property by Buyer, its agents, employees or contractors in the course of performing the inspections, tests or inquiries provided for in this Agreement (but not including any claims resulting from the discovery or disclosure of pre-existing physical or environmental conditions or the non-negligent aggravation of pre-existing physical or environmental conditions on, in, under or about the Property). The foregoing indemnity shall survive the termination of this Agreement.

v. As part of Buyer's entry rights pursuant to this Section 4(c), upon satisfaction or waiver of the Due Diligence Contingency, Buyer shall have the right to access the Property at reasonable times for purposes of marketing and showing the Property to prospective tenants, in accordance with the terms and conditions of this Section 4(c).

d. Service Contracts. Copies of all equipment leases, service contracts, maintenance contracts and other contracts and agreements (if any) currently in effect, relating to the ownership, operation and maintenance of the Property and entered into by Seller (collectively, the "Service Contracts") are included in the Due Diligence Items; provided, however, that the term "Service Contracts" shall not include any existing property management agreement to which Seller is a party or any other agreement between Seller and its affiliates (which excluded agreements shall, as a condition to Buyer's obligation to close, be terminated by Seller at its expense on or prior to the Closing Date). Buyer shall have the right to approve, in its sole discretion and during the Due Diligence Period, the Service Contracts Buyer elects to assume upon Closing. At or prior to expiration of the Due Diligence Period, Buyer shall provide to Seller a schedule setting forth the list of all the Service Contracts that shall be

assigned to, and assumed by, Buyer at the Closing, if any (the "Assumed Contracts"), which schedule will be attached to the Assignment of Service Contracts and Intangible Property as **Exhibit C**. Prior to Closing, Seller will terminate, at Seller's cost, for the benefit of Buyer all of the Service Contracts other than the Assumed Contracts. Without limiting the preceding sentence, at Buyer's request at any time after Buyer's satisfaction or waiver of the Due Diligence Contingency, Seller will deliver any required notices terminating such Service Contracts as Buyer may designate, as a courtesy to Buyer and without cost or liability to Seller.

e. Due Diligence Period. Buyer's inspections of the items listed in paragraphs (a) through (d) shall collectively be defined as the "Due Diligence Items". Buyer shall have until _____, or as mutually agreed upon by the Parties, to complete its review of the Due Diligence Items (the "Due Diligence Period").

f. Approval Procedure. Buyer shall notify Seller of Buyer's approval of the matters described in paragraphs (b) through (d), herein, by written notice (the "Approval Notice") delivered to Seller and Escrow Holder by the expiration of the Due Diligence Period. The Approval Notice shall contain Buyer's waiver of the matters described in paragraphs (b) through (d), herein, and the conditions set forth therein. Conditional approval shall be deemed disapproval. Except as set forth in the applicable section, Buyer's failure to deliver the Approval Notice to Seller by the expiration of the Due Diligence Period in the manner described in this paragraph (f) shall be deemed Buyer's disapproval thereof and Buyer's election to terminate this Agreement.

5. Conditions to Closing.

a. Buyer's Conditions. In addition to the conditions set forth in Section 4, the following are conditions precedent to Buyer's obligation to purchase the Property:

i. Accuracy of Seller's Representations and Warranties. All of Seller's representations and warranties contained in or made pursuant to this Agreement shall be true and correct in all material respects as of the Closing Date.

ii. No Seller Breach. There shall be no breach of Seller's covenants and obligations set forth in this Agreement beyond any applicable notice and cure period.

iii. Seller's Deliveries. Seller shall have delivered the items described in Section 6(d) to Buyer or to Escrow Holder.

iv. Title Insurance. As of the Closing, the Title Company will issue or have irrevocably committed to issue the Title Policy to Buyer, subject only to the Permitted Exceptions.

v. No Change in Condition. On the Closing Date, the Property (including, without limitation, the Improvements) shall be in a state of repair at least as good as the state of repair as of the expiration of the Due Diligence Period, normal wear

and tear alone excepted, and there shall be no material change in the physical or environmental condition of the Property as of the expiration of the Due Diligence Period.

The Closing pursuant to this Agreement shall be deemed a waiver by Buyer of all unfulfilled conditions hereunder benefiting Buyer, including the Due Diligence Contingency.

b. Seller's Conditions. In addition to the conditions set forth in Section 4, the following are conditions precedent to Seller's obligation to sell the Property:

i. That all of Buyer's representations and warranties contained in or made pursuant to this Agreement shall be true and correct in all material respects as of the Closing Date, that there shall be no breach of Buyer's covenants and obligations set forth in this Agreement beyond any applicable notice and cure period, and that Buyer shall have delivered the items described in Section 6(d) to Seller or to Escrow Holder. The Closing pursuant to this Agreement shall be deemed a waiver by Seller of all unfulfilled conditions hereunder benefiting Seller.

c. Waiver of Conditions. The conditions set forth in Sections 4 and 5(a) are for the exclusive benefit of Buyer and the conditions set forth in Section 5(b) are for the exclusive benefit of Seller. If any of such conditions have not been satisfied or waived within the period provided, subject to Section 7(b), this Agreement may be terminated by the party benefiting from such condition, in which event the Deposit and all interest accrued thereon shall be returned to Buyer, and neither party shall have any further obligation to or rights against the other except as expressly provided in this Agreement. In the event that this Agreement terminates for a reason other than the default of Buyer or Seller under this Agreement, the cancellation charges required to be paid to Escrow Holder and the Title Company shall be borne one-half (½) by Seller and one-half (½) by Buyer, and all other charges shall be borne by the party incurring same. In the event this Agreement terminates because of the default of Buyer or Seller, the defaulting party shall pay all such cancellation charges.

6. Closing and Escrow.

a. Escrow Instructions. Upon execution of this Agreement, the parties hereto shall deposit an executed counterpart of this Agreement with Escrow Holder and this instrument shall serve as the instructions to Escrow Holder for consummation of the purchase and sale contemplated hereby. Seller and Buyer agree to execute such additional and supplementary escrow instructions as may be appropriate to enable Escrow Holder to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control.

b. Closing. The Closing of the purchase and sale of the Property pursuant to this Agreement (the "Closing") shall be held and delivery of all items to be made at the Closing under the terms of this Agreement shall be made at the offices of Escrow Holder on _____, or as mutually agreed upon by the

Parties (the "Closing Date"). Such date may not be extended without the prior written approval of both Seller and Buyer, except as otherwise expressly provided in this Agreement. If the Closing does not occur on or before the Closing Date, Escrow Holder shall, unless it is notified by both parties to the contrary within five (5) days after the Closing Date, return to the depositor thereof items which may have been deposited hereunder (other than the Deposit, which shall be governed by Section 2(b)(i)). Any such return shall not, however, relieve either party hereto of any liability it may have for its wrongful failure to close.

c. Seller's Deliveries. At or before the Closing, Seller shall deliver to Escrow Holder the following:

i. the duly executed and acknowledged Deed conveying to Buyer the Real Property, the Appurtenances and the Improvements;

ii. two (2) duly executed and acknowledged counterparts, if applicable, of the Assignment of Service Contracts and Intangible Property in the form attached hereto as Exhibit C;

iii. an affidavit pursuant to Section 1445(b)(2) of the Federal Code, and on which Buyer is entitled to rely, that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Federal Code;

iv. a properly executed California Franchise Tax Board Form 593-C certifying that Seller has a permanent place of business in California or is qualified to do business in California;

v. a closing statement prepared by Escrow Holder and approved in writing by Seller;

vi. such resolutions, authorizations, bylaws or other corporate and/or partnership documents or agreements relating to Seller as shall be reasonably required in connection with this transaction;

vii. a certificate of Seller, duly executed by Seller, confirming that all of the representations and warranties of Seller contained in Section 7(a) hereof are true and correct in all material respects as of the Closing Date, subject to modification for matters disclosed pursuant to Section 7(b) hereof;

viii. originals or copies of any Assumed Contracts; and\

ix. any other documents, instruments or records which are reasonably required by Escrow Holder to close the escrow and consummate the purchase of the Property in accordance with the terms hereof.

d. Buyer's Deliveries. At or before the Closing, Buyer shall deliver to Escrow Holder the following:

i. Cash or other immediately available funds for the remaining balance of the Purchase Price (minus the Deposit);

ii. two (2) duly executed and acknowledged counterparts of any applicable Assignment of Service Contracts and Intangible Property in the form attached hereto as Exhibit C;

iii. such resolutions, authorizations, bylaws or other corporate and/or partnership documents or agreements relating to Buyer as shall be reasonably required in connection with this transaction;

iv. a closing statement prepared by Escrow Holder and approved in writing by Buyer; and

v. any other documents, instruments or records which are reasonably required by Escrow Holder to close the escrow and consummate the purchase of the Property in accordance with the terms hereof.

e. Prorations.

i. General Prorations. Real property taxes and assessments, utility charges, amounts payable under any Assumed Contracts and other expenses normal to the operation and maintenance of the Property, shall be prorated as of 12:01 a.m. on the Closing Date on the basis of a 365-day year. Buyer and Seller hereby agree that if any of the aforesaid prorations described in this Section cannot be calculated accurately on the Closing Date, then the same shall be calculated within sixty (60) days after the end of the calendar year in which the Closing occurs, and either party owing the other party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other party.

ii. Tax Refunds. If any reduction in real estate taxes or assessments affecting the Property shall be granted for the tax year in which the Closing occurs, Seller shall be entitled to receive its pro rata share of such reduction that accrued prior to the Closing Date, in the form of a refund from the taxing authority or payment from Buyer upon Buyer's receipt of a refund or credit against current taxes or assessments which is attributable to any such reduction.

The provisions of this Section 6(e) shall survive Closing.

f. Closing Costs and Adjustments. Seller shall pay the cost of any documentary stamp taxes, transfer taxes or similar taxes applicable to the sale of the Property. Seller shall pay the premium for Standard Title Policy the portion of the Title Policy attributable to ALTA extended, and Buyer shall pay the cost of any endorsements, if any, to the Title Policy requested by Buyer. Recording fees and all other costs and charges of the escrow for the sale shall be paid by the Seller.

g. Utilities. Seller shall cooperate with Buyer to transfer all utilities for the Property to Buyer's name at Closing. Seller shall be entitled to recover any and all

deposits with respect to the Property held by any utility company as of the date of closing. To the extent Buyer fails to provide replacement deposits to any utility company such that Seller has not recovered its deposit, or if any such deposits are assignable and Seller elects to assign them to Buyer, the amount of such deposits shall be credited to Seller at Closing and the Purchase Price shall be adjusted accordingly. If Seller later receives any utility deposit that was credited to Seller at Closing, Seller shall deliver such deposit to Buyer.

h. Possession. Possession of the Property shall be delivered to Buyer at Closing.

7. Representations and Warranties.

a. Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer that as of the date of this Agreement and, subject to Section 7(b) below, as of Closing:

i. No other person or entity has a contract or option to purchase, letter of intent, right of first refusal or first offer, or similar rights with respect to the Property that is now outstanding.

ii. Seller now has or will obtain (at its cost) the right to consolidate and transfer fee simple ownership to the Property to Buyer prior to expiration of the Due Diligence Period.

iii. Seller has received no written notice from any governmental authority with jurisdiction over the Property of any current violation by the Property of any laws or regulations applicable to the Property, and the Property is in compliance with any past notices of violations. Seller shall promptly provide Buyer with a copy of any such notices received after the Effective Date.

iv. There are no leases currently in effect with respect to the Property and there are no parties in possession of the Property, or any part thereof.

v. There are no contracts or agreements relating to the ownership, operation and maintenance of the Property that will survive the Closing, other than the Service Contracts. To Seller's knowledge, there are no defaults under or with respect to the Service Contracts.

vi. There is no litigation pending or threatened in writing against Seller with respect to the Property or Seller's ownership or operation of the Property.

vii. No condemnation or eminent domain proceedings are pending or threatened against the Property.

viii. Seller has provided to Buyer full and accurate copies of all material documents with respect to the Property that are in the possession of Seller, including the Due Diligence Items (including any Service Contracts and any and all

information related to Hazardous Materials (as defined below) at the Property in Seller's or its authorized agents' or representatives' possession or of which Seller or its authorized agents or representatives are aware). The Due Diligence Items delivered to Buyer are true and complete copies of the same documents (originals or copies) that are in Seller's possession and used in connection with the operation and management of the Property. None of the Due Diligence Items provided to Buyer has been amended, modified or terminated except as disclosed in writing to Buyer.

ix. Seller has received no notice of any violation of Environmental Laws or the presence or release of Hazardous Materials (as defined below) on or from the Property in violation of Environmental Laws (as defined below) except as may be disclosed in any environmental reports or assessments included in the Due Diligence Items. The term "Environmental Laws" means the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act and other federal laws governing the environment as in effect on the date of this Agreement, together with their implementing regulations, guidelines, rules or orders as of the date of this Agreement, and all state, regional, county, municipal and other local laws, regulations, ordinances, rules or orders that are equivalent or similar to the federal laws recited above or that purport to regulate Hazardous Materials.

x. Seller has not entered into any contracts for the sale, exchange or other disposition of the Property, or any portion thereof, which are still in force and effect, nor has Seller granted any rights of first refusal or first offer, options or other rights of any Person to purchase all or any portion of the Property (other than Buyer's rights under this Agreement).

xi. This Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing are or at the time of Closing will be duly authorized, executed, and delivered by Seller, and are or at the time of Closing will be legal, valid, and binding obligations of Seller.

xii. Seller is duly organized, validly existing and in good standing under the laws of the State of California with full power to enter into this Agreement, and Seller is duly qualified to transact business in California. This Agreement and all other documents executed by Seller and delivered to Buyer prior to or at the Closing (i) have been, or will be when delivered, duly authorized, executed and delivered by Seller; (ii) are binding obligations of Seller; (iii) do not violate the provisions of any agreement to which Seller is party or which affects the Property; subject, however, to applicable bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally, and to principles of equitable remedies.

xiii. Seller (a) is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Department of the Treasury as a terrorist, "Specially Designated and Blocked Persons", or other banned or blocked person, group, entity, nation or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the

Office of Foreign Asset Control ("OFAC") of the United States Department of the Treasury; and (b) is not engaged, directly or indirectly, in any dealings or transactions and is not otherwise associated with such person, group, entity or nation.

xiv. There are no attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings pending or, to Seller's actual knowledge, threatened against Seller.

b. Notice of Breaches of Representations and Warranties.

i. Seller shall promptly notify Buyer in writing of any changed condition, receipt of notice or documentation, or acquired knowledge, that would alter any representation or warranty of Seller contained herein of which Seller becomes aware (any such changed condition, received notice or documentation or acquired knowledge being defined as a "Changed Condition"). Within five (5) Business Days after notification in writing by Seller to Buyer of any such Changed Condition, Seller, at Seller's own option and expense, may elect by written notice to Buyer to remedy the Changed Condition such that Seller's representations are accurate, and the Closing Date may be extended for up to ten (10) days after the scheduled Closing Date in order for Seller to effectuate such remedy. If Seller does not elect to effectuate such remedy so as to cause Seller's representations to be accurate, or if Seller so elects but then fails to complete such remedy within such ten (10) day period, then Buyer may elect, by written notice to Seller given at any time thereafter, to terminate this Agreement, in which event (1) neither Buyer nor Seller shall have any further obligation under this Agreement, except for the obligations which expressly survive the termination of this Agreement, and (2) the Deposit shall be returned to Buyer. If, notwithstanding Seller's election not to effectuate such remedy, Buyer elects to consummate the purchase of the Property, Seller shall not be liable to Buyer as a result of any inaccuracy in any representation or warranty of Seller contained herein that results from such Changed Condition.

ii. Buyer shall promptly notify Seller in writing of any material inaccuracy in any representation or warranty of Seller contained herein of which Buyer becomes aware prior to the Close of Escrow ("Known Misrepresentation"). Within five (5) Business Days after notification in writing by Buyer to Seller of any Known Misrepresentation, Seller shall cure or remedy the underlying condition giving rise to such Known Misrepresentation, if such Known Misrepresentation is susceptible of cure, and the Closing Date shall be extended for up to ten (10) days after the scheduled Closing Date in order for Seller to effectuate such cure or remedy. If Seller is unable, despite Seller's commercially reasonable efforts, to so cure or remedy the underlying condition giving rise to such Known Misrepresentation such that Seller's representations are accurate within such ten (10) day period, then Buyer may elect, by written notice to Seller given at any time thereafter, to terminate this Agreement, in which event (1) neither Buyer nor Seller shall have any further obligation under this Agreement, except for the obligations which expressly survive the termination of this Agreement, and (2) the Deposit shall be returned to Buyer. Subject to the last sentence of this Section 7(b), if, notwithstanding Seller's failure to cure or remedy any Known Misrepresentation

or Changed Condition, Buyer elects to consummate the purchase of the Property, Seller shall not be liable to Buyer as a result of the resulting breach of Seller's representations and warranties except to the extent arising from Seller's fraud. In addition, if Buyer has actual knowledge of a breach of a representation or warranty prior to the Closing, and fails to notify Seller of any material inaccuracy in any representation or warranty of Seller contained herein prior to Closing, Seller shall not be liable to Buyer for loss or damages resulting from such inaccuracy except to the extent arising from Seller's fraud. Notwithstanding the foregoing, if a Known Misrepresentation was intentionally made by Seller, Seller shall in breach of a material obligation under this Agreement and Buyer shall have the remedies set forth in Section 11.

c. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller that as of the Effective Date and as of the Close of Escrow:

i. Buyer is duly organized and validly existing under the laws of the State of California and is qualified to do business and in good standing under the laws of the State of California; this Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are or at the time of Closing will be duly authorized, executed, and delivered by Buyer, and are or at the Closing will be legal, valid, and binding obligations of Buyer, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Buyer is a party or to which it is subject. On _____, in Report to Council No. _____ the City Council for the City of Sunnyvale approved the purchase of the Real Property and authorized the Sunnyvale City Manager to execute this Agreement, receive a grant deed for the Property, and take further action as necessary to consummate the transfer of the Property pursuant to this Agreement.

ii. Buyer (a) is not acting for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Department of the Treasury as a terrorist, "Specially Designated and Blocked Persons", or other banned or blocked person, group, entity, nation or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by OFAC; and (b) is not engaged in any dealings or transactions and is not otherwise associated with such person, group, entity or nation.

d. Continuation and Survival. All representations and warranties by the respective parties contained herein or made in writing pursuant to this Agreement shall survive the execution and delivery of this Agreement and the delivery of the deed and transfer of title, provided that the non-representing party must give the representing party written notice of any claim it may have against the representing party for a breach of any such representation or warranty within eighteen (18) months after the Closing Date or the expiration of the lease described in Section 7, whichever is shorter (the "Survival Period"). Any claim which either party may have at any time, whether known or unknown, which is not asserted within the Survival Period shall not be valid or effective, and the representing party shall have no liability with respect thereto.

8. Seller's Covenants. Between the Effective Date and the Closing:

a. Continuing Operations. Seller shall continue to maintain and operate the Property in good condition and repair and otherwise in the same manner as before the making of this Agreement. Between the Effective Date and the Closing, Seller will advise Buyer of any written notice Seller receives after the Effective Date from any governmental authority regarding the violation of any laws regulating the condition or use of the Property.

b. No Lease(s). Seller shall not enter into any leases, licenses or other similar occupancy agreements (collectively, "Leases") with respect to the leasing or occupancy of the Property or any portion thereof in each case without the prior written consent of Buyer, which Buyer may grant or withhold in its sole discretion. Buyer shall respond to any request for approval within five (5) Business Days after receipt of Seller's request.

c. No New Contracts. Seller shall not enter into any new Service Contracts or modify or terminate any Service Contracts or other similar arrangements pertaining to the Property that would be binding on Buyer or Property after Closing or waive any rights of Seller thereunder, without in each case obtaining the prior written consent of Buyer, which Buyer may grant or withhold in its sole discretion. Buyer shall respond to any request for approval within five (5) Business Days after receipt of Seller's request. Seller shall furnish Buyer with a copy of the proposed agreement, which shall contain such information reasonably necessary to enable Buyer to make informed decisions with respect to the advisability of the proposed transaction.

d. Insurance. Seller shall maintain all insurance currently in force with respect to the Property.

e. No Transfer or Encumbrance. Seller shall not sell, mortgage, pledge, hypothecate, subdivide, or otherwise transfer or dispose of or encumber the Property or any interest therein or part thereof, nor shall Seller initiate, consent to, approve or otherwise take any action with respect to zoning or any other governmental rules or regulations applicable to the Property. Seller will not make any alterations to the physical condition of Property unless required to prevent imminent damage to the Property.

9. Buyer's Review and Seller's Disclaimer.

a. Buyer's Opportunity for Review. Prior to the expiration of the Due Diligence Period, Buyer will be given full opportunity to make a complete review and inspection of the Property, including, without limitation, all of the Due Diligence Items and any and all other matters and information provided by Seller or obtained or obtainable by Buyer (regardless of whether Buyer in fact obtains and/or reviews such information) relating to the physical, legal, economic and environmental condition of the Property, including, without limitation, a review of the results of any economic reviews and analyses of the Property and inspections of the structural condition (including

seismic, electrical, life-safety, HVAC and other building system and engineering characteristics) of any Improvements that Buyer desires to conduct, any leases and contracts affecting the Property, books and records maintained by Seller or its agents relating to the Property that are in the Due Diligence Items, compliance with health, safety, land use and zoning laws, regulations and orders (including analysis of any applicable records of the planning, building, public works or other governmental or quasi-governmental entity having or asserting authority over the Property), traffic patterns, and any other information pertaining to the Property that is in the Due Diligence Items, or otherwise obtained by Buyer. In addition, during the Due Diligence Period, Buyer will be permitted to make a complete review and inspection of the environmental condition (including the soil condition, and the existence of asbestos, PCBs, hazardous waste and other toxic substances) of the Property.

b. Seller Disclosures and Buyer Acknowledgement. Buyer acknowledges the following:

i. Other than those specifically set forth in this Agreement and any documents entered into pursuant to this Agreement, Seller is not making and has not at any time made any warranty or representation of any kind, expressed or implied, with respect to the Property, including, without limitation, warranties or representations as to habitability, merchantability, fitness for a particular purpose, title (and Seller shall not have any liability to Buyer based upon any defect in the title acquired by Buyer), existing leases or tenants thereunder, zoning, tax consequences, latent or patent physical or environmental condition, utilities, operating history or projections, valuation, projections, compliance with law, or the truth, accuracy or completeness of the Due Diligence Items or Property Files.

ii. Other than those specifically set forth in this Agreement, Buyer is not relying upon and is not entitled to rely upon any representations and warranties made by Seller or anyone acting or claiming to act on Seller's behalf.

iii. The Due Diligence Items, Property Files and other information obtained from Seller may include reports, projections and data prepared for Seller by third parties on which Buyer has no right to rely, Buyer has conducted (or will conduct) an independent evaluation of the matters addressed in such reports, and Seller have made no representation whatsoever as to the accuracy, completeness or adequacy of any such reports except as expressly set forth in this Agreement.

iv. Seller has made certain additional disclosures with respect to the Property, as shown on **Exhibit E** attached hereto. Buyer acknowledges and agrees that it has made its own assessment with respect to the matters so disclosed in deciding to purchase the Property pursuant hereto, and Seller is not making and has not made any warranty or representation of any kind, expressed or implied, including, without limitation, as to the truth, accuracy or completeness of the disclosures in **Exhibit E** and/or the Due Diligence Items related to such matters.

c. Excluded Claims. Notwithstanding anything to the contrary herein, the waivers, releases and other provisions limiting Seller's liability shall be inapplicable to claims by Buyer arising out of: (a) breach of Seller's express representations and warranties hereunder; (b) Seller's fraud or intentional tortious wrongdoing; or (c) the right of Buyer to name Seller or another releasee as a defendant in any third party tort claim filed against Buyer or its agents, affiliates, successors or assigns, to the extent such claim arose as a result of an injury to person or damage to property that occurred during Seller's period of ownership of the Property and was not caused by Buyer. The terms of Sections 9(a), 9(b) and 9(c) shall survive the Closing and not be merged therein.

10. Loss by Fire or Other Casualty; Condemnation.

a. Casualty. Prior to the Closing, the entire risk of loss or damage to the Property by fire, earthquake, flood, windstorm or other casualty shall be borne by Seller, except as otherwise provided in this Section 10(a). If, prior to the Closing, any part of the Property is damaged or destroyed by fire or other casualty, Seller shall immediately notify Buyer of such fact. If such damage or destruction is Material Damage (defined below), Buyer shall have the option to terminate this Agreement upon notice to Seller given not later than ten (10) Business Days after receipt of Seller's notice of such Material Damage. For purposes hereof, "Material Damage" shall be deemed to be any damage or destruction to the Property where the cost of repair or replacement is estimated by Seller to be One Hundred Thousand Dollars (\$100,000) or more, or shall take more than sixty (60) days to repair, in Buyer's good faith judgment, or whether such damage or destruction is covered by insurance or not. Seller shall promptly provide Buyer with all information and documentation in Seller's possession or reasonably available to Seller relating to such damage or destruction, and any available insurance coverage, so that Buyer can make an informed decision as to whether or not it will proceed with the transaction or terminate the Agreement. If this Agreement is terminated pursuant to this Section 10(a), the provisions of Section 5(c) shall apply. If this Agreement is not terminated pursuant to this Section 10(a) or if the damage is not Material Damage, then Seller shall assign and turn over to Buyer all insurance proceeds payable to Seller with respect to such damage or destruction, provided Seller shall not be obligated to assign and turn over to Buyer any proceeds that exceed the cost to repair such loss or damage, and the parties shall proceed to the Closing pursuant to the terms hereof without modification of the terms of this Agreement and without any reduction in the Purchase Price. If this Agreement is not terminated pursuant to this Section 10(a), Buyer shall have the right to participate in any adjustment of the insurance claim, and Seller shall not adjust or settle any such claim without Buyer's prior written approval.

b. Condemnation. If, prior to the Closing, any portion of the Property is taken, or if the access thereto is restricted, by any applicable governmental authority under power of eminent domain or otherwise (each, a "Taking"), or if the Property becomes subject to a pending, threatened or contemplated Taking which has not been consummated, Seller shall immediately notify Buyer of such fact. In the event of any Taking or pending, threatened or contemplated Taking which in Buyer's good faith

judgment would materially and adversely affect the value of the Property, or Buyer's ability to operate the Property (including any material impact on access rights), then Buyer shall have the option, in its sole and absolute discretion, to terminate this Agreement upon written notice to Seller given not later than five (5) Business Days after receipt of Seller's notice. If this Agreement is so terminated, the provisions of Section 5(c) shall apply. If Buyer does not timely exercise its option to terminate this Agreement, upon the Close of Escrow, Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, all awards for any such Taking and the parties shall proceed to the Close of Escrow pursuant to terms hereof, without modification of the terms of this Agreement and without any reduction in the Purchase Price. Unless or until this Agreement is terminated, Seller shall take no action with respect to the settlement of any such Taking proceeding without the prior written approval of Buyer.

11. **Default.**

a. **LIQUIDATED DAMAGES - DEPOSIT.** IN THE EVENT BUYER DEFAULTS IN THE PERFORMANCE OF ANY OBLIGATION HEREUNDER, INCLUDING, BUT NOT LIMITED TO, FAILING TO PROCEED WITH THE CLOSING AND THE CONSUMMATION OF THE TRANSACTION HEREIN AS AND WHEN REQUIRED BY THE TERMS OF THIS AGREEMENT, BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER. THEREFORE BUYER AND SELLER DO HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT THAT BUYER BREACHES THIS AGREEMENT IS AND SHALL BE, AN AMOUNT EQUAL TO THE DEPOSIT (WHICH INCLUDES ANY ACCRUED INTEREST THEREON). SELLER'S RETENTION OF THE DEPOSIT AS LIQUIDATED DAMAGES SHALL BE SELLER'S SOLE REMEDY FOR BUYER'S FAILURE TO CONSUMMATE THE CLOSING AND THIS AGREEMENT, WITHOUT FURTHER ACTION OF THE PARTIES, SHALL BECOME NULL AND VOID AND NEITHER PARTY SHALL HAVE ANY FURTHER LIABILITIES OR OBLIGATIONS UNDER THIS AGREEMENT EXCEPT FOR THOSE LIABILITIES OR OBLIGATIONS WHICH EXPRESSLY SURVIVE TERMINATION OF THIS AGREEMENT AND ATTORNEY'S FEES AS REFERENCED IN SECTION 12. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. THE PARTIES HAVE SET FORTH THEIR INITIALS BELOW TO INDICATE THEIR AGREEMENT WITH THE LIQUIDATED DAMAGES PROVISION CONTAINED IN THIS SECTION.

Seller's Initials _____

Buyer's Initials _____

b. **Buyer's Pre-Closing Remedies.** In the event Seller fails to perform any act required to be performed by Seller pursuant to this Agreement on or before the

Closing, then Buyer shall execute and deliver to Seller and Escrow Holder written notice of such breach, which notice shall set forth information about the nature of the breach. Seller shall have a period of five (5) business days to cure such breach; provided, however, if said breach of such a nature that it reasonably takes longer than five (5) business days to cure, Seller shall have such additional time as is reasonably necessary to cure such breach (not to exceed ten (10) business days) and, in either event, the Closing Date shall be extended as necessary to provide for said cure period. If such breach remains uncured beyond the period described above and Buyer is not then in breach of or default under this Agreement, then Buyer's sole and exclusive remedy shall be to either: (i) waive such breach and proceed with the Closing in which event Seller shall have no liability with respect to such matter; (ii) terminate this Agreement and receive a refund of the Deposit; (iii) provided such action is filed within thirty (30) days of the date of the alleged breach, seek specific performance of this Agreement wherein Buyer shall only be entitled to purchase the Property for the Purchase Price and shall not be entitled to any monetary damages, whether characterized as consequential, actual, delay, compensatory, punitive or otherwise, Buyer specifically waiving such rights to the fullest extent permitted by applicable law; or (iv) if Seller (a) transfers any ownership or possessory interest of the Property in violation of this Agreement prior to the earlier of the Closing or termination of this Agreement, or (b) willfully and intentionally refuses to close Escrow under this Agreement as and when required to proceeding with the Closing, Buyer may pursue its actual damages in connection with such violation. Notwithstanding anything contained herein to the contrary, under no circumstances shall Buyer be entitled to consequential, punitive, special or exemplary damages for a breach by Seller occurring prior to the Closing, Buyer specifically waiving such rights to the fullest extent permitted by applicable law.

12. Miscellaneous.

a. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by Federal Express or similar nationally recognized overnight courier service, or (iv) transmitted by electronic mail. Such notice shall be deemed to have been given upon the date of actual receipt or delivery (or refusal to accept delivery), as evidenced by the notifying party's receipt of written or electronic confirmation of such delivery or refusal, if received by the party to be notified between the hours of 8:00 A.M. and 6:00 P.M. Pacific Time on any Business Day, with delivery made after such hours to be deemed received the following Business Day. In addition, within two (2) days of delivery of any notice given by Seller to Buyer under this Agreement which is transmitted through electronic mail, a copy of such notice shall also be sent to Buyer, in duplicate, by either of the methods provided in this Section. For purposes of notice, the addresses of the parties shall be as follows, provided that, any party, by written notice to the other in the manner herein provided, may designate an address different from that set forth below.

If to Buyer: City of Sunnyvale
456 West Olive Avenue
P.O. Box 3707
Sunnyvale, CA 94088-3707
Attention: City Property Administrator
Email: snafie@sunnyvale.ca.gov

with a copy to: City of Sunnyvale
456 West Olive Avenue
P.O. Box 3707
Sunnyvale, CA 94088-3707
Attention: Office of the City Attorney
Email: cityatty@sunnyvale.ca.gov

If to Seller:

with a copy to:

or such other address(es) as either party may from time to time specify in writing delivered to the other in accordance with this Section 13(a).

b. Brokers and Finders. _____ represents Seller ("Seller's Broker") in this transaction and their commissions, if any are due, shall be the responsibility of Seller pursuant to a separate agreement. Other than Seller's Broker, neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the sale contemplated herein. If any other broker or finder perfects a claim for a commission or finder's fee based upon any such contract, dealings or communication, the party through whom the broker or finder makes his claim shall be responsible for said commission or fee and all costs and expenses (including reasonable attorneys' fees) incurred by the other party in defending against the same. The provisions of this Section 13(b) shall survive the Closing.

c. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and permitted assigns. Buyer may assign its rights under this Agreement, without the prior written consent of Seller, provided, that such assignment will not be effective against Seller until Buyer delivers to Seller a fully executed copy of the assignment instrument, pursuant to which the assignee (i) assumes and agrees to perform for the benefit of Seller the obligations of Buyer under this Agreement, and (ii) acknowledges and agrees to be bound by all of the provisions, agreements, limitations and releases of this Agreement.

d. Amendments. Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

e. Governing Law. The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California, without reference to its choice of laws rules.

f. Merger of Prior Agreements. This Agreement and the exhibits hereto constitute the entire agreement between the parties with respect to the purchase and sale of the Property and supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof.

g. Attorneys' Fees. In any judicial action or proceeding between or among the parties to enforce any of the provisions of this Agreement regardless of whether such action or proceeding is prosecuted to judgment and in addition to any other remedy, the non-prevailing party shall pay to the prevailing party all out-of-pocket costs and expenses (including reasonable attorneys' fees, which shall include the reasonable value of the services of any "in-house" staff attorney employed by the successful party) incurred therein by the prevailing party. For the purposes of this Section 13(g), the term "prevailing party" shall mean the party which obtains substantially the relief it sought to obtain.

h. Business Day. As used herein, the term "Business Day" shall mean a day that is not a Saturday, Sunday or legal holiday in the state where the Property is located. In the event that the date for the performance of any covenant or obligation under this Agreement, or delivery of any notice, shall fall on a non-Business Day, the date for performance thereof shall be extended to the next Business Day.

i. Time of the Essence. Time is of the essence of this Agreement.

j. Agreement Construction. This Agreement has been negotiated by the parties who have had the opportunity to consult their respective counsel. This Agreement shall not be construed more strictly against one party hereto than against any other party hereto merely by virtue of the fact that it may have been prepared by counsel for one of the parties. The term "including" or "includes" or any other similar term or phrase of inclusion shall be deemed to be followed in each instance by the words "but not limited to," so as to designate an example or examples of the described class and not to designate all members of that class (it being the intention of the parties that each hereby waives the benefits of Section 3534 of the California Civil Code). The term "sole discretion" or "sole election" shall mean the right to make a decision or election solely in the interest of the party making such decision or election, as such party may choose to make that judgment, for any reason or for no reason, and without regard to the interests of the other party. Neither party shall have any liability or

obligation to the other for the manner in which it exercises its sole discretion, nor for the results thereof.

k. Exhibits. All exhibits are attached hereto and incorporated herein by this reference.

l. Headings. Headings at the beginning of any paragraph or section of this Agreement are solely for the convenience of the parties and are not a part of this Agreement or to be used in the interpretation hereof.

m. Waiver. No waiver by Buyer or Seller of a breach of any of the terms, covenants, or conditions of this Agreement by the other party shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default by Buyer or Seller hereunder shall be implied from any omission by the other party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect a default other than as specified in such waiver. The consent or approval by Buyer or Seller to or of any act by the other party requiring the consent or approval of the first party shall not be deemed to waive or render unnecessary such party's consent or approval to or of any subsequent similar acts by the other party.

n. Severability. If any phrase, clause, sentence, paragraph, section, article, or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

o. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute one agreement. This Agreement may be executed by a party's signature transmitted by electronic mail in pdf format ("pdf"), and copies of this Agreement executed and delivered by means of electronic signatures shall have the same force and effect as copies hereof executed and delivered with original signatures. All parties hereto may rely upon electronic signatures as if such signatures were originals. All parties hereto agree that an electronic signature page may be introduced into evidence in any proceeding arising out of or related to this Agreement as if it were an original signature page.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date(s) written below next to their respective signatures.

BUYER:

Date: _____

CITY OF SUNNYVALE,
a California Municipal Corporation

By: _____

Name: _____

Its: _____

Attest:

City Clerk

Approved as to Form:

City Attorney

SELLER:

Date: _____

ENTITY
a _____ corporation

By: _____

Name: _____

Its: _____

BY EXECUTION HEREOF, THE UNDERSIGNED ESCROW HOLDER HEREBY
COVENANTS AND AGREES TO BE BOUND BY THE TERMS OF THIS
AGREEMENT.

TITLE INSURANCE COMPANY

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A

REAL PROPERTY DESCRIPTION

Real property in the City of Sunnyvale, County of Santa Clara, State of California,
described as follows:

APN:

EXHIBIT B
FORM OF DEED

RECORDING REQUESTED BY
WHEN RECORDED, RETURN TO:

THE UNDERSIGNED GRANTOR(s) DECLARE(s):
DOCUMENTARY TRANSFER TAX is \$ _____.
CITY TAX \$ _____.

☐ Computed on full value of property conveyed, or ☐ Computed on full value less
value of liens or encumbrances remaining at time of sale.
☐ Unincorporated area: City of _____.

GRANT DEED

FOR VALUE RECEIVED, _____, a _____,
grants to _____, a _____, all that certain real property, located in
the City of _____, County of _____, State of California, more
particularly described in Exhibit A, attached hereto and incorporated herein by reference
thereto, together with any and all structures and improvements located thereon, and all
of Grantor's right, title and interest in and to the rights, benefits, privileges, easements,
tenements, hereditaments, and appurtenances to the extent belonging or appertaining
to such real property or such structures and improvements.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of this ____ day of
_____, 20__.

Seller: _____,

a _____

By: _____

Its: _____

[NOTARY ACKNOWLEDGEMENT IN PROPER FORM]

Exhibit A to Grant Deed
Real Property Legal Description

EXHIBIT C

ASSIGNMENT AND ASSUMPTION OF CONTRACTS AND INTANGIBLES

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS AND INTANGIBLES (the "**Assignment**") dated as of _____, 20__ is between _____, a _____ ("**Assignor**"), and _____, a _____, ("**Assignee**").

A. Assignor owns certain real property and improvements thereon located at _____ and more particularly described in **Exhibit 1** attached hereto (the "**Property**").

B. Assignor has entered into certain contracts which affect the Property, which contracts are described on **Exhibit 2** attached hereto (the "**Contracts**").

C. Assignor and Assignee have entered into an Agreement of Purchase and Sale dated as of _____, 20__ (the "**Agreement**"), pursuant to which Assignee agreed to purchase the Property from Assignor and Assignor agreed to sell the Property to Assignee, on the terms and conditions contained therein. Capitalized terms not otherwise defined here shall have the meaning given to such terms in the Agreement.

D. Assignor desires to assign its interest in the contracts and in certain intangible personal property with respect to the Property, and Assignee desires to accept the assignment thereof, on the terms and conditions below.

ACCORDINGLY, the parties hereby agree as follows:

1. As of the date on which the Property is conveyed to Assignee pursuant to the Agreement (the "**Conveyance Date**"), Assignor hereby assigns to Assignee all of its right, title and interest in and to the Contracts and any Intangible Property now owned by Assignor in connection with the Property.

2. As of the Conveyance Date, Assignee hereby assumes all of Assignor's obligations under the Contracts originating or accruing on or subsequent to the Conveyance Date.

3. In the event of any dispute between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such dispute, including, without limitation, reasonable attorneys' fees and costs.

4. This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Assignor and Assignee have executed this Assignment the day and year first above written.

ASSIGNOR: _____,

a _____

By: _____

Its: _____

ASSIGNEE: _____,

a _____

By: _____

Its: _____

Exhibit 1 to
Assignment and Assumption of Contracts and Intangibles
Real Property Description
[to come]

Exhibit 2 to
Assignment and Assumption of Contracts and Intangibles
[List]

EXHIBIT E
DISCLOSURE SCHEDULE
[SELLER TO PROVIDE]



City of Sunnyvale

Agenda Item

24-0295

Agenda Date: 4/9/2024

REPORT TO COUNCIL

SUBJECT

Approve Budget Modification No. 14 in the Amount of \$36,955 to Enable Study of Changes to Chapter 3 of the Citywide Objective Design Standards for Multi-Family Residential and Mixed-Use Developments

REPORT IN BRIEF

The City Council adopted the Citywide Objective Design Standards for Multi-Family Residential and Mixed-Use Developments on June 27, 2023. The motion included the following additional action:

- Direct staff to examine a point system for Chapter 3 aimed at supporting traditional architectural forms and the treatment for stories above 8 floors, include a 10% reduction in every 4 stories versus every 1 story, and return to Council with a report (see Attachment 1, City Council Minutes, June 27, 2023).

A budget modification is being requested to cover the additional cost for the consultant work to examine Chapter 3 as directed.

BACKGROUND

The project was partially funded by a California Department of Housing and Community Development (HCD) SB2 Grant in the amount of \$310,000 through Project 835690 - Creation of Objective Citywide and Specific Area Plan/Citywide Landscape Design Guidelines. These funds have been expended and Council adopted the Objective Design Standards on June 27, 2023, (RTC 23-0667). The City Council also provided direction to examine Chapter 3 which requires additional funding. The Council motion to approve the Objective Design Guidelines included specific changes that staff has implemented in the final document and the following direction to staff:

Examine a point system for Chapter 3 aimed at supporting traditional architectural forms and the treatment for stories above 8 floors, include a 10% reduction in every 4 stories versus every 1 story, and return to Council with a report.

EXISTING POLICY

The following General Plan Goals, Policies, and Actions apply to this project:

General Plan

CHAPTER 2: Community Vision

GOAL II. ATTRACTIVE COMMUNITY: To maintain and enhance the appearance of Sunnyvale, and to distinguish it from surrounding communities, through the promotion of high-quality architecture, the preservation of historic districts and structures, the maintenance of a healthy urban forest, and the

provision of abundant and attractive open space.

CHAPTER 4: Community Character

GOAL CC-1 DISTINGUISHED CITY IMAGE - Promote Sunnyvale's image by maintaining, enhancing and creating physical features, including functional and decorative art, which distinguish Sunnyvale from surrounding communities and by preserving historic buildings, special districts and residential neighborhoods which make the City unique.

Policy CC-1.4 Support measures which enhance the identity of special districts and residential neighborhoods to create more variety in the physical environment.

GOAL CC-3 WELL-DESIGNED SITES AND BUILDINGS. Ensure that buildings and related site improvements for private development are well designed and compatible with surrounding properties and districts.

Policy CC -3.1 Place a priority on quality architecture and site design which will enhance the image of Sunnyvale and create a vital and attractive environment for businesses, residents and visitors, and be reasonably balanced with the need for economic development to assure Sunnyvale's economic prosperity.

- *CC-3.1a Continue to improve the design review process by using design professionals on staff and developing design guidelines to direct developers and assist the City in architectural and site review.*

City Charter

Pursuant to Sunnyvale Charter Section 1305, at any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by affirmative votes of at least four members so as to authorize the transfer of unused balances appropriated for one purpose to another, or to appropriate available revenue not included in the budget.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

DISCUSSION

As noted above, the City Council adopted the Objective Design Standards in June 2023. It was staff's intent to come back to the Planning Commission with examples of projects that have been subject to the Objective Design Standards and that have used the required Checklist to see how the well the new Standards have been working and to help inform this phase to revise the Objective Design Guidelines.

Due to the requirements of the Housing Accountability Act, many projects that submitted SB330 Preliminary Applications prior to June 2023 were not subject to the new Objective Design Standards; also, since June 2023, there have only been a few new residential (or mixed-use) development applications filed. An analysis of the effectiveness of the guidelines is not yet possible. Three vacant planner positions have contributed to the delay in getting started, however, these positions are now in the process of being filled. Staff would come back to the Planning Commission and City Council in

Fall 2024 with information regarding effectiveness of the Objective Design Standards Checklist. At which time, staff would provide a more detailed timeline. Staff expects the project would take about nine months to complete (inclusive of outreach, study sessions and public hearings).

Staff requested a scope of work from Placeworks (the consultant for the Objective Design Standards) and the cost for the additional work is estimated at \$36,955. The scope would include the following analysis:

- New building setback standards.
- Improved organization of standards within and between Table 3A, Street Setback Standards and Table 3B, Division of Building Length Standards, and related text standards.
- Addition of a façade- or materials-based option for fulfilling division of building length standards.
- Revised and/or new Chapter 3 graphics.
- Addition of a Chapter 3 “scorecard” standard.

The scope would also include Study Sessions and Public Hearings for the Planning Commission and City Council.

FISCAL IMPACT

Budget Modification No. 14 for \$36,955 from the Development Enterprise Fund has been proposed to be appropriated to a new project for other professional and technical services to perform the additional work associated with examining Chapter 3 of the Citywide Objective Design Standards for Multi-Family Residential and Mixed-Use Developments.

Budget Modification No. 14 FY 2024/25

	Current	Increase/ (Decrease)	Revised
Development Enterprise Fund			
<u>Funding Source Category</u>			
Development Enterprise Fund	\$	(\$36,955)	
<u>Funding Use Category</u>			
New Project	\$ 0	\$36,955	\$36,955
Development Enterprise Fund Reserve	\$63,766,053	(\$36,955)	\$63,729,098

PUBLIC CONTACT

Public contact was made by posting the Council meeting agenda on the City's official-notice bulletin board at City Hall, at the Sunnyvale Public Library and in the Department of Public Safety Lobby. In

addition, the agenda and this report are available at the NOVA Workforce Services reception desk located on the first floor of City Hall at 456 W. Olive Avenue (during normal business hours), and on the City's website.

As part of the consideration of revisions to the Object Design Standards, staff will conduct a robust community outreach.

ALTERNATIVES

1. Approve Budget Modification No. 14 for \$36,955 to examine Chapter 3 of the Citywide Objective Design Standards for Multi-Family Residential and Mixed-Use Developments with work beginning after the Planning Division staffing levels can accommodate the work.
2. Approve Budget Modification No. 14 for \$36,955 to examine Chapter 3 of the Citywide Objective Design Standards for Multi-Family Residential and Mixed-Use Developments and come back by Summer 2025 to allow time to have some projects under review.
3. Do not approve the Budget Modification No. 14 for \$36,955 and remove the direction to study modifications to Chapter 3 of the Objective Design Standards.

STAFF RECOMMENDATION

Alternative 2: Approve Budget Modification No. 14 for \$36,955 to examine Chapter 3 of the Citywide Objective Design Standards for Multi-Family Residential and Mixed-Use Developments and come back by Summer 2025 to allow time to have some projects under review.

Reevaluating Chapter 3 of the Citywide Objective Design Standards for Multi-Family Residential and Mixed-Use Developments could be valuable after we have had several projects that have been subject to the Objective Design Standards. Staff would come back to the Planning Commission and City Council in Fall 2024 with information regarding applicability of the Objective Design Standards Checklist. At which time, staff would provide a recommendation to move forward and timeline.

Prepared by: Shaunn Mendrin, Planning Officer

Reviewed by: Trudi Ryan, Director of Community Development

Reviewed by: Felicia Silva, Budget Manager

Reviewed by: Dennis Jaw, Assistant Director of Finance

Reviewed by: Tim Kirby, Director of Finance

Reviewed by: Connie Verceles, Deputy City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Excerpt of Final Minutes of the City Council Meeting of June 27, 2023
2. Placeworks Scope, February 9, 2024



City of Sunnyvale

Excerpt Meeting Minutes - Final City Council

Tuesday, June 27, 2023

5:30 PM

Online and Bay Conference Room (Room
145), City Hall, 456 W. Olive Ave.,
Sunnyvale, CA 94086

Special Meeting: Closed Session - 5:30 PM | Regular Meeting - 7 PM

7 P.M. COUNCIL MEETING

CALL TO ORDER

Mayor Klein called the meeting to order at 7:00 p.m.

ROLL CALL

Present: 6 - Mayor Larry Klein
Councilmember Omar Din
Councilmember Russ Melton
Councilmember Richard Mehlinger
Vice Mayor Murali Srinivasan
Councilmember Linda Sell

Absent: 1 - Councilmember Alysa Cisneros

PUBLIC HEARINGS/GENERAL BUSINESS

- 3** [23-0667](#) Adopt Citywide Objective Design Standards and Take Related Actions to Adopt a Resolution to Establish Citywide Objective Design Standards for Multi-Family Residential and Mixed-Use Developments, Repeal the Mixed-Use Development Tool Kit and the High Density Residential Design Guidelines, Rename the Citywide Design Guidelines to Non-Residential Design Guidelines, Direct the Director of Community Development to Administratively Update Other Adopted Design Guidelines to be Aligned with the new Objective Design Standards, Introduce an Ordinance to Amend Sunnyvale Municipal Code Section 19.37.020, and Find that the Action is Exempt from CEQA Pursuant to CEQA Guidelines Section 15061(b)(3)

Associate Planner Kelly Cha and Bruce Brukaker, Principal, Placeworks, provided the staff report and presentation.

Public Hearing opened at 9:14 p.m.

No speakers.

Public Hearing closed at 9:14 p.m.

MOTION: Councilmember Mehlinger moved and Vice Mayor Din seconded the motion to approve Alternative 1: Take the following actions:

- a. Adopt a Resolution to establish Citywide Objective Design Standards for Multi-Family Residential and Mixed-Use Developments;
- b. Repeal the Mixed-Use Development Tool Kit and the High Density Residential Design Guidelines;
- c. Rename the Citywide Design Guidelines to Non-Residential Design Guidelines;
- d. Direct the Director of Community Development to administratively update other adopted design guidelines to be aligned with the new Citywide Objective Design Standards;
- e. Introduce an Ordinance to amend Sunnyvale Municipal Code Section 19.37.020;
- f. Find that the Action is Exempt from the California Environmental Quality Act (CEQA) Pursuant to CEQA Guidelines Section 15061(b)(3);

With the following modifications:

- a. To include semi-permeable pavers;
- b. The loading zone requirement threshold be set to a minimum of 10 units;
- c. Color contrasts used rather than darker colors;
- d. Direct staff to examine a point system for Chapter 3 aimed at supporting traditional architectural forms and the treatment for stories above 8 floors, include a 10% reduction in every 4 stories versus every 1 story, and return to Council with a report; and
- f. Drop the 3,000-Kelvin requirement to 2,700 Kelvin.

FRIENDLY AMENDMENT: Mayor Klein offered a friendly amendment to include the following:

- a. 15-point incentive for semi-permeable pavers;
- b. Define primary colors;
- c. Add battery storage equipment to the definitions of electrical equipment that needs to be shielded; and
- d. Set a 3,000-Kelvin standard with a 2,700 and 2,400 Kelvin point table for incentives as listed in Other Tables. Councilmember Mehlinger and Vice Mayor Din accepted the friendly amendment.

City Clerk David Carnahan read the Ordinance title for the record.

The motion as amended carried with the following vote:

Yes: 6 - Mayor Klein
Councilmember Din
Councilmember Melton
Councilmember Mehlinger
Vice Mayor Srinivasan
Councilmember Sell

No: 0

Absent: 1 - Councilmember Cisneros

The City Council took a recess at 9:54 p.m. and reconvened at 10:03 p.m. with Mayor Klein, Vice Mayor Din and Councilmembers Melton, Srinivasan and Sell present.

Councilmember Mehlinger left the meeting at 9:54 p.m.

EXHIBIT A:

SCOPE OF WORK AND COSTS

This exhibit describes the scope of services and costs for Revised Chapter 3, Building Form, of the Sunnyvale Citywide Objective Design Standards (ODS) to be conducted by PlaceWorks for the City of Sunnyvale.

SCOPE OF SERVICES

Task A. Issues and Approach

In this task, PlaceWorks will document City Council concerns regarding Chapter 3 of the Citywide ODS from the June 27, 2023 hearing and develop potential responses to those concerns.

Revised Building Form ODS Issues and Approach Memo

PlaceWorks will document potential approaches to ODS Chapter 3 revisions in a memorandum that includes text, table and graphics-based strategies. The memorandum will be detailed enough to facilitate meaningful discussions with elected officials during two study sessions (see Task B, below).

Per our discussions with staff, Chapter 3 revisions may include, but are not limited to:

- New building stepback standards.
- Improved organization of standards within and between Table 3A, Street Stepback Standards and Table 3B, Division of Building Length Standards, and related text standards.
- Addition of a façade- or materials-based option for fulfilling division of building length standards.
- Revised and/or new Chapter 3 graphics.
- Addition of a Chapter 3 “scorecard” standard.

Task B: Building Form ODS Study Sessions

PlaceWorks will facilitate two in-person Building Form ODS study sessions with elected officials.

1. Planning Commission Study Session

PlaceWorks will facilitate a study session with the Planning Commission in which we will summarize comments to Chapter 3 made by the City Council on June 27, 2023. We will introduce potential new approaches to building form standards, as documented in Task A. We will solicit feedback and direction from commissioners, to be integrated into Task C. Revised Building Form ODS.

PlaceWorks will prepare materials for the study session and capture feedback in notes.

2. City Council Study Session

PlaceWorks will facilitate a study session with the City Council in which we will introduce potential new approaches to building form standards as documented in Task A and related Planning Commission comments. We will solicit feedback and direction from the Council, to be integrated into Task C. Revised Building Form ODS.

PlaceWorks will prepare materials for the study session and capture feedback in notes.

Task C. Revised Building Form ODS

1. Administrative Draft Revised ODS Chapter 3, Building Form

PlaceWorks will revise Chapter 3., Building Form, of the Citywide ODS per the results of Tasks A and B. We will prepare a “strikethrough” Word version and a PDF of the Administrative Draft for review by city staff.

2. Final Draft Revised ODS Chapter 3, Building Form

PlaceWorks will integrate responses to staff comments on the Administrative Draft Revised ODS Chapter 3, into a Final Draft Revised ODS Chapter 3. We will prepare Word and PDF versions of the document.

Task D. Adoption

PlaceWorks will present at two in-person public hearings to support the adoption of Revised Chapter 3 of the Citywide ODS.

Planning Commission Hearing

PlaceWorks will attend one Planning Commission Hearing to present the Final Draft Revised ODS Chapter 3. Minor changes, if any, to the Final Draft will be incorporated into the Final ODS for review and approval by the City Council.

CITY OF SUNNYVALE
REVISED BUILDING FORM ODS
EXHIBIT A: SCOPE OF WORK AND COSTS*City Council Hearing*

PlaceWorks will attend one City Council Hearing to present the Final Draft Revised ODS Chapter 3 for adoption. Minor changes, if any, to the Final Draft will be incorporated into the Final ODS and provided to the City. Minor changes include revisions and small additions to the text or tables, or changes to labels on graphics. Larger changes such as new text sections or graphics will require additional budget.

COSTS

As shown in Table 1, the estimated cost to complete this scope of work is \$36,955.

PlaceWorks recommends planning for a 5 percent to 10 percent contingency fund to cover any unforeseen out-of-scope work that might be necessary for the project.

PlaceWorks
City of Sunnyvale Revised Building Form ODS

TABLE 1: COST PROPOSAL

	PLACEWORKS				PlaceWorks Hours	PlaceWorks 2% Office Expenses	PlaceWorks Total	Total Task Budget
	Bruce Brubaker	Greg Goodfellow	Logan Woodruff	GRAPHICS				
Hourly Rate:	PIC \$250	PM \$205	Illustration \$165	\$130				
Task A. Issues and Approach								
1 Revised Building Form ODS Issues and Approach Memo	6	16	8	6	36	\$138	\$7,018	\$7,018
Task A. Subtotal	6	16	8	6	36	\$138	\$7,018	\$7,018
Task B. Building Form ODS Study Sessions								
1 Planning Commission Study Session	8	10	2	2	22	\$93	\$4,733	\$4,733
2 City Council Study Session	8	10	2	2	22	\$93	\$4,733	\$4,733
Optional Task. Subtotal	16	20	4	4	44	\$186	\$9,466	\$9,466
TASK C. Revised Building Form ODS								
1 Admin Draft Revised ODS Chapter 3, Building Form	4	14	6	4	28	\$108	\$5,488	\$5,488
2 Final Revised ODS Chapter 3, Building Form	4	8	2	2	16	\$65	\$3,295	\$3,295
Task C. Subtotal	8	22	8	6	44	\$173	\$8,783	\$8,783
TASK D. Adoption								
1 Planning Commission Hearing	8	12	2	2	24	\$101	\$5,151	\$5,151
2 City Council Public Hearing	9	14	4	2	29	\$121	\$6,161	\$6,161
Task D. Subtotal	17	26	6	4	53	\$222	\$11,312	\$11,312
Labor Dollars Total	\$11,750	\$17,220	\$4,290	\$2,600		\$719	\$36,579	\$36,579
EXPENSES								
PlaceWorks Reimbursable Expenses								\$376
EXPENSES TOTAL								\$376
GRAND TOTAL:								\$36,955



City of Sunnyvale

Agenda Item

24-0075

Agenda Date: 4/9/2024

REPORT TO CITY COUNCIL

SUBJECT

Proposed Project: Adopt an Interim Urgency Ordinance to Extend Urgency Ordinance No. 3225-24 (adopted on February 27, 2024) to May 9, 2024 to Amend By-Right Approval (Chapter 19.73) to the Sunnyvale Municipal Code to clarify ministerial review of projects as it relates to proposed subdivisions.

File #: PLNG-2024-0105

Location: Citywide

Applicant: City of Sunnyvale

Environmental Review: Non-discretionary project (Public Resources Code Section 21080(b)(1), CEQA Guidelines Sections 15268, 15357)

Project Planner: Julia Klein, (408) 730-7463, jklein@sunnyvale.ca.gov

REPORT IN BRIEF

General Plan: Various, including Moffett Park Specific Plan, Transit Mixed-Use, El Camino Real Specific Plan, Residential High Density

Existing Zoning: Various, including MP-R, DSP-4, DSP-14, DSP-16, MXD-IV, ECR-MU42, ECR-MU54, Split (ECR-MU54 and ECR-C) and R-4/PD

Existing Site Conditions: Various Uses, including Residential, Office, Commercial and Industrial

Surrounding Land Uses: Various

Issues: Compliance with the Adopted 2023-2031 Housing Element and State Laws and the 60-day review by the State Housing and Community Development Department.

Staff Recommendation: Alternatives 1 and 2:

1. Find that the Action is Exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080(b)(1) and CEQA Guidelines Sections 15268 and 15357.
2. Adopt an Interim Urgency Ordinance to Extend Urgency Ordinance No. 3225-24 to May 9, 2024 (in Attachment 1 to this Report) to amend provisions for By-Right Approvals that include subdivisions (previously adopted Urgency Ordinance).

BACKGROUND

On January 30, 2024, the City Council adopted an Urgency Ordinance and Introduced an Ordinance that, among other amendments, added By-Right Approvals (Chapter 19.73) to the Sunnyvale Municipal Code. The second reading of the ordinance (adoption) was held on February 6, 2024 (see link in Attachment 2). The new ordinance section was adopted to address comments from California Department of Housing and Community Development (HCD) and requirements of State Laws as it relates to Housing Element certification. This action was required because the City did not have a certified Housing Element by the statutory deadline of January 31, 2023.

The draft Urgency Ordinance was sent to HCD on January 25, 2024 (a few days before the City

Council considered the Urgency and regular ordinances). Staff followed up and sent the adopted Urgency Ordinance on January 31, 2024, to HCD. HCD acknowledged receipt of the ordinance and noted that overall the adopted Housing Element met the State criteria. However, on February 12, 2024, HCD provided one comment on the adopted By-Right Approval Ordinance regarding the review of ministerial projects as it relates to proposed subdivisions.

To address HCD's comments, staff scheduled a parallel track for ordinance changes through an Urgency Ordinance and a regular Ordinance. On February 27, 2024, the Council adopted Urgency Ordinance No. 3225-24 which is effective for 45 days (through April 12, 2024).

Based on the code changes included in the February 27, 2024 Urgency Ordinance and the intent to adopt a regular Ordinance to address By-Right Approvals associated with subdivisions, HCD certified the City's Housing Element on March 6, 2024.

On March 19, 2024, the City Council introduced the regular Ordinance with the same language as the February 27, 2024 Urgency Ordinance, both of which modify By-Right Approval section of the Zoning Code (SMC 19.73). The Council will have a second reading of the regular Ordinance on April 9, 2024; and the regular ordinance would become effective 30 days after adoption (May 9, 2024).

At this time, staff is recommending the City Council adopt an extension of the Urgency Ordinance No. 3225-24 to ensure there is no gap in implementation of the new By-Right Approval regulations (i.e., the time period between April 12 and May 9).

EXISTING POLICY

For more information on applicable City policies see the staff report link in Attachment 2. Below is the most applicable policy from the Housing Element.

HOUSING ELEMENT

- **Policy H-4.5** By-right Housing on Previously Identified Housing Sites. Allow housing developments with at least 20 percent affordable housing by-right, consistent with objective development and design standards, on lower-income sites counted in previous housing cycles, consistent with Government Code Section 65583.2.
- **H2. Rezone Program.** As of the start of the planning period (January 31, 2023), the City has an unmet RHNA of 1,535 lower-income and 3,280 above moderate-income units. The City shall approve a specific plan for the Moffett Park area to accommodate the City's RHNA shortfall by January 31, 2024, and shall ensure that sites rezoned to meet the City's unmet lower-income RHNA meet specific.

ENVIRONMENTAL REVIEW

The proposed action does not require environmental review under the California Environmental Quality Act (CEQA) because it implements a state-mandated program and is therefore not a discretionary project subject to CEQA (Public Resources Code Section 21080(b)(1), CEQA Guidelines Sections 15268, 15357).

DISCUSSION

Housing Element Implementation

As noted above, the adopted Housing Element has now been certified based on the revised

language in the By-Right Approval provisions. Specifically, the revised provisions clarify the processing of ministerial reviews as they relate to proposed subdivisions. This Interim Urgency Ordinance has the same language as in the February 27, 2024 Urgency Ordinance and the March 19, 2024 regular Ordinance.

Adopting Ordinances with Clarifying Language

The history of the clarifying language By-Right Approval Ordinances is:

- 2/26/2024 **Planning Commission** - recommendation to City Council to adopt Ordinance to amend Chapter 19.73.
- 2/27/2024 **City Council** - Urgency Ordinance adopted and effective for 45 days (or through April 12, 2024).
- 3/19/2024 **City Council** - Introduction of Ordinance to amend Chapter 19.73.
- 3/26/2024 **City Council** - 2nd reading of Ordinance to amend Chapter 19.73; and if adopted, would go into effect in 30 days (May 9, 2024).
- 4/09/2024 **City Council** - Interim Urgency Ordinance to Extend the February 27, Urgency Ordinance; and if adopted, would extend the Urgency Ordinance until May 9, 2024.

The formal Ordinance would go into effect by the time the Urgency Ordinance would expire. These two actions would keep the City in compliance with the Adopted Housing Element.

Although it is normally the City's practice to take urgency zoning ordinances to Planning Commission for a recommendation, Government Code Section 65858 allows the City Council to adopt an urgency ordinance "without following the procedures otherwise required prior to the adoption of a zoning ordinance". Due to the extreme urgency of this situation, the Planning Commission has only reviewed the regular (non-urgency) ordinance.

Following the City Council's adoption of the Urgency Ordinance on February 27, 2024, the state HCD issued its approval of the city's Housing Element on March 6, 2024. Refer to Attachment 3 for HCD's approval letter.

FISCAL IMPACT

No fiscal impact is anticipated due to the recommended action; however, failure to adopt the proposed Ordinances could result in HCD finding the City's Housing Element out of compliance.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, Sunnyvale Public Library and Department of Public Safety. Email notifications were sent to interested parties, including housing advocacy organizations and neighborhood groups. The hearing date was included on the City's Housing Element Update webpage. The agenda and this report are available at the NOVA Workforce Services reception desk located on the first floor of City Hall at 456 W. Olive Avenue (during normal business hours), and on the City's website.

ALTERNATIVES

1. Find that the Action is exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080(b)(1) and CEQA Guidelines Section 15268 and 15357.

2. Adopt an Interim Urgency Ordinance to extend Urgency Ordinance No. 3225-24 (adopted on February 27, 2024) to May 9, 2024 in Attachment 1 to amend provisions for By-Right Approvals that include subdivisions (previously adopted Urgency Ordinance).
3. Do not adopt the Interim Urgency Ordinance to extend the Urgency Ordinance and provide direction to staff on desired changes.

RECOMMENDATION

Alternatives 1 and 2:

1. Find that the Action is exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080(b)(1) and CEQA Guidelines Section 15268 and 15357.
2. Adopt an Interim Urgency Ordinance to extend Urgency Ordinance No. 3225-24 (adopted on February 27, 2024) to May 9, 2024 in Attachment 1 to amend provisions for By-Right Approvals that include subdivisions (previously adopted Urgency Ordinance).

The proposed Interim Urgency Ordinance to Extend the Urgency Ordinance implements the 2023-2031 Housing Element H2. Rezone Program by updating By-Right Approval provisions to clarify that projects with subdivisions would be subject to a ministerial review process and would need to comply with the Subdivision Map Act. The parallel track utilizes Urgency Ordinances and regular Ordinance to ensure there is no gap in implementation of the new regulations.

Prepared by: Julia Klein, Principal Planner

Reviewed by: Shaunn Mendrin, Planning Officer

Reviewed by: Trudi Ryan, Director of Community Development

Reviewed by: Connie Verceles, Deputy City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Draft Interim Urgency Ordinance
2. Link to RTC 24-0391, Urgency Ordinance for By-Right Approval, February 27, 2024
3. HCD Approval Letter - March 6, 2024

ORDINANCE NO. _____

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF SUNNYVALE EXTENDING UNTIL APRIL 25,
2024, THE ZONING REGULATIONS ADOPTED BY
URGENCY ORDINANCE NO. 3225-24 ON FEBRUARY 27,
2024, AMENDING CHAPTER 19.73 (BY-RIGHT APPROVAL)
OF ARTICLE 6 (SPECIAL HOUSING ISSUES) OF TITLE 19
(ZONING) OF THE SUNNYVALE MUNICIPAL CODE.**

THE CITY COUNCIL OF THE CITY OF SUNNYVALE FINDS AND DECLARES AS
FOLLOWS:

WHEREAS, on February 27, 2024, pursuant to Government Code 65858, the City Council of the City of Sunnyvale at a duly noticed public meeting took testimony and adopted Urgency Ordinance No. 3225-24, a copy of which is attached hereto as Exhibit “A” and incorporated by reference, that imposed, for a period of 45 days (until April 12, 2024), amending certain sections of Chapter 19.73 (By-Right Approval) of the Sunnyvale Municipal Code; and

WHEREAS, on March 19, 2024, the City Council of the City of Sunnyvale introduced the same regulations by regular ordinance, which were adopted after a second reading on March 26, 2024, and will go effect on April 25, 2024; and

WHEREAS, the urgency created by the requirements of the Housing Element for adoption of a compliant by-right approval ordinance will exist after the initial urgency ordinance expires on April 13, 2024; and

WHEREAS, if the urgency ordinance is not extended, then from the period of time between April 13, 2024, and April 24, 2024, the City will not have a compliant by-right ordinance in effect; and

WHEREAS, the City Council wishes to extend the urgency ordinance until the regular ordinance goes into effect on April 25, 2024.

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

SECTION 1. The regulations adopted by Ordinance No. 3225-24, attached hereto as Exhibit A, are extended and shall remain in full force and effect until April 25, 2024.

SECTION 2. CEQA. The adoption of this ordinance does not require environmental review under the California Environmental Quality Act (CEQA) because it implements a state-mandated program and is therefore not a discretionary action subject to CEQA. (Public Resources Code Section 21080(b)(1), CEQA Guidelines Sections 15268, 15357.)

SECTION 3. EFFECTIVE DATE. This ordinance shall be in full force and effect immediately upon adoption and shall expire on April 25, 2024.

SECTION 4. PUBLICATION. The City Clerk is directed to cause copies of this ordinance to be posted in three (3) prominent places in the City of Sunnyvale and to cause publication once in The Sun, the official newspaper for publication of legal notices of the City of Sunnyvale, of a notice setting forth the date of adoption, the title of this ordinance, and a list of places where copies of this ordinance are posted, within fifteen (15) days after adoption of this ordinance.

Introduced and adopted as an urgency ordinance of the City of Sunnyvale at a regular meeting of the City Council held on April 9, 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:
RECUSAL:

ATTEST:

APPROVED:

DAVID CARNAHAN
City Clerk
Date of Attestation: _____

LARRY KLEIN
Mayor

(SEAL)

APPROVED AS TO FORM:

REBECCA L. MOON
Interim City Attorney

EXHIBIT A**ORDINANCE NO. 3225-24****AN URGENCY ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF SUNNYVALE AMENDING CHAPTER 19.73
(BY-RIGHT APPROVAL) OF ARTICLE 6 (SPECIAL
HOUSING ISSUES) OF TITLE 19 (ZONING) OF THE
SUNNYVALE MUNICIPAL CODE.**

THE CITY COUNCIL OF THE CITY OF SUNNYVALE FINDS AND DECLARES AS FOLLOWS:

WHEREAS, provisions of the California Government Code require that certain uses be approved as a “use by right” as defined in Government Code Section 65583.2(i); and

WHEREAS, the Housing Element of the City of Sunnyvale provides that the City will adopt an amendment to its zoning code providing for by-right approvals as required by state law; and

WHEREAS, on January 30, 2024, the City Council adopted an urgency ordinance (Ordinance No. 3222-24) and on February 6, 2024, the City Council adopted a regular ordinance (Ordinance No. 3223-24) adding Chapter 19.73 (By-Right Approvals) to the Sunnyvale Municipal Code; and

WHEREAS, the California Department of Housing and Community Development notified that City on February 12, 2024, that the City must make certain changes to the By-Right Approvals ordinance before the City’s Housing element can be certified; and

WHEREAS, Government Code Section 65858 provides that a city may adopt an urgency interim ordinance by a four-fifths vote of the City Council (six affirmative votes) where necessary to protect the public health, safety and welfare, in order to prohibit uses that may be in conflict with a contemplated zoning proposal of the legislative body, which ordinance shall expire 45 days after adoption unless extended by the legislative body; and

WHEREAS, in addition, Sunnyvale City Charter Section 701 authorizes the City Council to adopt an emergency ordinance if passed by at least five affirmative votes; and

WHEREAS, if the City does not adopt an urgency ordinance to amend Chapter 19.73 of the Sunnyvale Municipal Code, applications for by-right approval of housing developments on the designated sites could be filed before the City’s amended by-right approval process is in effect, resulting a delay in processing the applications that would be inconsistent with the City’s obligations under state housing law, and therefore detrimental to the public health, safety and welfare;

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

SECTION 1. SECTION 19.73.020 AMENDED. Section 19.73.020 (Eligibility) of Chapter 19.73 (By-Right Approval) of Article 6 (Special Housing Issues) of Title 19 (Zoning) of the Sunnyvale Municipal Code is hereby amended as follows.

19.73.020. Eligibility.

The following housing development projects are eligible for by-right zoning approval.

(a) (1) [Text unchanged]

(2) [Text unchanged]

(b) – (c) [Text unchanged]

SECTION 2. SECTION 19.73.030 AMENDED. Section 19.73.030 (Permit requirements) of Chapter 19.73 (By-Right Approval) of Article 6 (Special Housing Issues) of Title 19 (Zoning) of the Sunnyvale Municipal Code is hereby amended as follows.

19.73.030. Permit requirements.

(a) An applicant for a housing development project eligible for by-right zoning approval shall submit a ministerial miscellaneous plan permit for approval of the design pursuant to section 19.82.020(b). No discretionary permit or approval is required. Any subdivision of the sites shall be subject to all laws, including, but not limited to, the local government ordinance implementing the Subdivision Map Act.

(b) Affordable units in the project shall comply with the requirements of chapter 19.67 (Inclusionary Below Market Rate Ownership Housing Program) or chapter 19.77 (Inclusionary Below Market Rate Rental Housing) as applicable.

SECTION 3. CEQA. The adoption of this ordinance does not require environmental review under the California Environmental Quality Act (CEQA) because it implements a state-mandated program and is therefore not a discretionary action subject to CEQA. (Public Resources Code Section 21080(b)(1), CEQA Guidelines Sections 15268, 15357.)

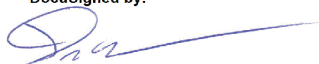
SECTION 4. EFFECTIVE DATE. This ordinance shall be in full force and effect immediately upon adoption and shall expire 45 days after adoption.

SECTION 5. PUBLICATION. The City Clerk is directed to cause copies of this ordinance to be posted in three (3) prominent places in the City of Sunnyvale and to cause publication once in The Sun, the official newspaper for publication of legal notices of the City of Sunnyvale, of a notice setting forth the date of adoption, the title of this ordinance, and a list of places where copies of this ordinance are posted, within fifteen (15) days after adoption of this ordinance

Introduced and adopted as an urgency ordinance of the City of Sunnyvale at a regular meeting of the City Council held on February 27, 2024, by the following vote:

AYES: KLEIN, SRINIVASAN, MELTON, CISNEROS, DIN, MEHLINGER, SELL
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE
RECUSAL: NONE

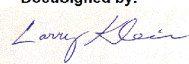
ATTEST:

DocuSigned by:

663E57B921394E1...

DAVID CARNAHAN
City Clerk

Date of Attestation: 02/28/2024


APPROVED:

DocuSigned by:

36C5F28A37A9448...

LARRY KLEIN
Mayor

(SEAL)

APPROVED AS TO FORM:

DocuSigned by:

4004B8486114497...

REBECCA L. MOON
Interim City Attorney



RTC #: 24-0075

Document Title: RTC 24-0391, Urgency Ordinance for By-Right Approval, February 27, 2024

Link: <https://sunnyvaleca.legistar.com/LegislationDetail.aspx?ID=6552023&GUID=140DF747-09BC-4641-97BD-954BA59CA244&Options=&Search=>

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



March 6, 2024

Kent Steffens, City Manager
City of Sunnyvale
456 West Olive Ave
Sunnyvale, CA 94086

Dear Kent Steffens:

RE: City of Sunnyvale's 6th Cycle (2023-2031) Adopted Housing element

Thank you for submitting the City of Sunnyvale's (City) Ordinance Number 3225-24 that was adopted February 27, 2024 and received on February 29, 2024. The California Department of Housing and Community Development (HCD) is reporting the results of its review, pursuant to Government Code section 65585.

As described in HCD's February 12, 2024 review, the adopted element meets the statutory requirements of State Housing Element Law (Gov. Code, § 65580 et seq). However, the housing element could not be found in substantial compliance until the City has completed necessary rezones that meet statutory requirements. Ordinance Number 3225-24 verifies actions completed pursuant to Government Code sections 65583, subdivision (c) (1) (A) and 65583.2, subdivision (c). As a result, HCD is pleased to find the City has completed actions to address requirements described in HCD's February 12, 2024 review and the housing element substantially complies with State Housing Element Law (Gov. Code, § 65580 et seq).

HCD appreciates the hard work and cooperation the housing element update team provided throughout both the Housing element update and ordinance adoption processes. HCD particularly applauds the efforts of Trudi Ryan, Jenny Carloni and Ryan Dyson. HCD wishes Sunnyvale success in implementing its Housing element and looks forward to following its progress through the General plan annual progress reports required pursuant to Government Code section 65400. If HCD can provide assistance in implementing the Housing element, please contact Shawn Danino, of our staff, at Shawn.Danino@hcd.ca.gov.

Sincerely,

Paul McDougall
Senior Program Manager



City of Sunnyvale

Agenda Item

24-0520

Agenda Date: 4/9/2024

COLLEAGUES MEMORANDUM

SUBJECT

Colleagues Memorandum: Vision Zero

BACKGROUND

The attached Colleagues Memorandum regarding Vision Zero (Attachment 1) was submitted by Councilmembers Mehlinger and Sell and is included for Council's consideration pursuant to Council Policy 7.3.19 (Council Meetings) (See Attachment 2).

ATTACHMENTS

1. Colleagues Memorandum: Vision Zero
2. Council Policy 7.3.19 Council Meetings

Vision Zero Colleagues Memo

Mayor Klein and Honorable Colleagues,

On July 30, 2019, Council voted to adopt Sunnyvale's Vision Zero Plan, which makes it stated City policy that "Traffic deaths are unacceptable and preventable", and that aims to reduce serious traffic crashes by 50% by 2029.

We submit this colleagues memo to request that Council consider agendizing an item to restore the original proposed language of Guiding Principle 3 of Sunnyvale's [Vision Zero Plan](#) (p. 6). As originally proposed by Staff and reviewed by BPAC prior to Council adoption on July 30, 2019, Guiding Principle 3 read simply, "**Safety takes priority over efficiency.**" However, when adopting Vision Zero, Council voted to modify the original language to read, "**Safety is a primary consideration in the development of transportation projects for all users.**"

Unfortunately, progress towards meeting the goals of Vision Zero has not advanced as quickly as hoped. We therefore believe that it is time to reconsider this decision, and to consider restoring the original language.

Sincerely,

Richard Mehlinger, Councilmember, District 5



Linda Sell, Councilmember, District 1



COUNCIL POLICY MANUAL

Policy 7.3.19 Council Meetings

POLICY PURPOSE:

The purpose of this policy is to outline Council-established policies relative to Council meetings. Council has underscored the importance of community input and citizen engagement in the conduct of City business, and the critical role of City Council meetings in this effort.

POLICY STATEMENT:

Placing Items on the Agenda

Items may be placed on the agenda by the Mayor, a majority of a quorum of the Council, or by the City Manager. The order in which items appear on the agenda shall be determined by the City Manager and approved by the Mayor.

Colleagues Memorandum

- A group of two or three Councilmembers may prepare a brief colleagues memorandum outlining a request to create a future agenda item for the Council to consider at an upcoming Council meeting.
- Councilmembers shall submit colleagues memorandums directly to the City Manager.
- Colleagues memorandums are not to be shared with Councilmembers outside of the group who authored a specific memorandum.
- Memorandums shall not exceed two (2) pages and shall be focused on the need for a future agenda item without advocating for or against the merits of the agenda item being requested.
- The City Manager will review and approve the Colleague Memorandums consistent with this policy and the Ralph M. Brown Act (open meetings law) or provide feedback to the authors.
- The City Manager will schedule the approved colleagues memorandum for the next available Council agenda.
- Completed colleagues memorandums will be included under the Non-Agenda Items & Comments portion of the Council meeting agenda for Council action.
- A colleagues memorandum is not required to request an agenda item be added to a future agenda.

Public Noticing of Council Meeting Agendas

Every effort shall be made to publicly notice Council meeting agendas for regularly scheduled meetings five days in advance of the meeting (on Thursday preceding a Tuesday meeting). At a minimum, Council meeting agendas for regularly scheduled meetings shall be noticed three days in advance of the meeting.

Distribution of Council Meeting Materials

Every effort shall be made to publicly distribute all approved reports to Council (both online and hard copies) five days in advance of Council meetings (e.g., on Thursdays preceding Tuesday Council meetings). Hard copies should be made available at the Library and the City Clerk's Office.

COUNCIL POLICY MANUAL

When possible, Reports to Council should be distributed earlier than five days in advance whenever finalized and approved by the City Manager in advance of their due date.

When possible, Study Issues and Reports to Council with Planning Commission advisory action should be made available online at least seven days prior to the date the item appears on the Council agenda, and Utility Rate reports should be posted online at least 14 days in advance of a Council hearing (every effort shall be made to distribute hard copies of these reports five days in advance, like any other report).

Start and Ending Times

Study sessions will start no earlier than 5 p.m. on dates when regular Council meetings are held, except that the Mayor may schedule earlier sessions as his/her discretion.

Council has adopted a resolution providing that Regular Council meetings will start at 7:00 p.m. (Resolution No. 141-04.)

Limiting late night meetings is intended to encourage public participation. Council will not begin hearing any new item after 11:30 p.m. unless, by a majority vote of those present, it agrees to do so. A separate vote must be taken for each matter to be considered after 11:30 p.m.

Notwithstanding the above, Council will not begin hearing any of the following agenda items: Councilmembers Reports on Activities from Intergovernmental Committee Assignments, Non-Agenda Items and Comments and Information Only Reports/Items, unless by a single motion it agrees to do so.

Council will need a supermajority vote to start a new item after 12:30 a.m. For purposes of this rule, a supermajority shall mean one more vote than a simple majority (for example, if seven members are present a supermajority is five; if five members are present a supermajority is four).

No new items or other Council business will be introduced after 1:30 a.m.

Any item on an agenda for a regular meeting which must be continued due to the late hour, shall be continued to a date certain.

Study sessions will start no earlier than 5 p.m. on dates when regular Council meetings are held, except that the Mayor may schedule earlier sessions at his/her discretion.

Meeting Protocol

Meetings will be chaired and presided over by the Mayor, who shall be guided by The Standard Code of Parliamentary Procedure (Sturgis), as modified by any policy, rule or procedure adopted by the Council, or as otherwise required by law, and the City's Code of Ethics and Conduct for Elected and Appointed Officials. The City Attorney shall serve as advisory parliamentarian to the Mayor. Any ruling by the Mayor that is challenged and seconded may be overruled by a majority vote of the Council.

Meeting Minutes

Minutes of general meetings shall be prepared and approved in accordance with parliamentary

COUNCIL POLICY MANUAL

procedure (Sturgis). In general, they shall be a record of all actions and proceedings, but not a record of discussion. No Councilmember shall have views or protests on a motion recorded in the minutes unless a motion permitting such action is passed by majority vote. Adverse criticism of Councilmembers or staff should never be included except in the form of a motion censuring or reprimanding a member. Praise should appear only in the form of officially adopted votes of thanks, gratitude, or commendation.

Minutes of special meetings shall be prepared in similar fashion.

There shall be no minutes for closed sessions.

Minutes of Council Sub-committees shall generally be brief, but in some cases may be more detailed than those of general meetings as they often serve as the basis for the committee's report and subsequent Council action.

(Adopted: RTC 04-410 (11/20/2004); (Clerical/clarity update, Policy Update Project 7/2005); Amended RTC 06-376 (11/28/2006); RTC 12-233 (10/2/2012); RTC 17-0798 (8/22/17); RTC 22-0019 (1/4/2022); RTC 22-0035 (12/6/2022); RTC 23-0518 (5/16/2023); RTC 24-0001 (1/9/2024)

Lead Department: Office of the City Manager



City of Sunnyvale

Agenda Item

24-0033

Agenda Date: 4/9/2024

Tentative Council Meeting Agenda Calendar



City of Sunnyvale

Tentative Council Meeting Agenda Calendar

Wednesday, April 10, 2024 - City Council

Closed Session

24-0148 4 P.M. SPECIAL COUNCIL MEETING (Closed Session)
Closed Session Held Pursuant to California Government Code Section
54957:
PUBLIC EMPLOYEE APPOINTMENT
Title: City Attorney

Thursday, April 18, 2024 - City Council

Closed Session

24-0393 8 A.M. SPECIAL COUNCIL MEETING (Closed Session)
Closed Session Held Pursuant to California Government Code Section
54957:
PUBLIC EMPLOYEE APPOINTMENT
Title: City Attorney

Friday, April 19, 2024 - City Council

Closed Session

24-0394 8 A.M. SPECIAL COUNCIL MEETING (Closed Session)
Closed Session Held Pursuant to California Government Code Section
54957:
PUBLIC EMPLOYEE APPOINTMENT
Title: City Attorney

Tuesday, April 23, 2024 - City Council

Study Session

24-0152 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
ITD 20-01: Establish a Formal Smart Cities Initiative and Potential Program
(Study Issue)

Special Order of the Day

24-0220 SPECIAL ORDER OF THE DAY - Recognition of Winners for the FoodCycle
Art Contest

24-0331 SPECIAL ORDER OF THE DAY - Small Business Week

24-0332 SPECIAL ORDER OF THE DAY - Affordable Housing Month

Presentation

24-0403 PRESENTATION - Caltrain Electrification and City Partnerships, Government and Community Affairs Manager Lori Low

Public Hearings/General Business

24-0472 Discussion and Possible Action Regarding Funding for the Expansion of the Sunnyvale Heritage Museum

24-0529 Receive Real Property Transfer Tax Polling Results and Provide Direction to Staff on Next Steps

24-0461 Review Options and Consider Hosting a 2024 Fourth of July Drone Show and Approval of Budget Modification No. 20

Tuesday, May 7, 2024 - City Council

Study Session

24-0177 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
35% Design for Homestead Road, Safe Routes to School Project

Special Order of the Day

24-0334 SPECIAL ORDER OF THE DAY - Municipal Clerks Week

24-0335 SPECIAL ORDER OF THE DAY - Public Service Recognition Week

24-0336 SPECIAL ORDER OF THE DAY - Jewish Heritage Month

Presentation

24-0402 PRESENTATION - Midpeninsula Regional Open Space District (Midpen)
Update by District Board Members Jed Cyr and Curt Riffle

Public Hearings/General Business

24-0031 General Plan Amendment for 1313 S. Wolfe Road

24-0229 Public Hearing to Adopt a Resolution Confirming the Annual Report to Levy and Collect an Annual Assessment for the Downtown Sunnyvale Business Improvement District (BID) for Fiscal Year 2024/25

24-0233 FY 2024/25 HUD Annual Action Plan

24-0406 Discussion and (1) Potential Adoption of a Resolution Calling a General

Municipal Election to be Held in the City of Sunnyvale on Tuesday, November 5, 2024, for the Purpose of Submitting to City Voters an Ordinance Concerning Amendments to the City Charter; Requesting Consolidation with the Statewide General Election and Election Services from Santa Clara County; Directing the City Attorney to Prepare an Impartial Analysis; and Setting Priorities for Ballot Arguments; and (2) Approve Amendments to Council Policy 7.3.4 (Roles and Responsibilities of Mayor, Vice Mayor and Councilmembers) Relating to the Role of District Councilmembers

Monday, May 13, 2024 - City Council

Study Session

24-0020 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Board and Commission Interviews (as needed)

Tuesday, May 14, 2024 - City Council

Study Session

24-0021 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Board and Commission Interviews (as needed)

Tuesday, May 21, 2024 - City Council

Workshop

24-0234 5 P.M. SPECIAL COUNCIL MEETING (Workshop)
Civic Center Phase 2: Main Library Preferred Concept Selection

Special Order of the Day

24-0333 SPECIAL ORDER OF THE DAY - Asian Pacific American (APA) Heritage Month

24-0338 SPECIAL ORDER OF THE DAY - Public Works Week

Public Hearings/General Business

24-0030 Discussion and Direction Regarding Creation of a Charter Review Committee to Review the Sunnyvale City Charter and Develop Potential Charter Amendments for the City Council to Consider for the November 2026 Election

24-0022 Board and Commission Appointments

24-0290 Public Safety Military Equipment Use Annual Report Pursuant to California Assembly Bill No. 481

24-0541 Evaluation of Wi-Fi Installation at the Corn Palace Park Project (PR-22-03),

Lakewood Park Renovation Project (PR-22-01) and Plaza del Sol Project
(PR-21-26)

Thursday, May 23, 2024 - City Council

Workshop

24-0023 8:30 A.M. SPECIAL COUNCIL MEETING
Budget Workshop

Tuesday, June 4, 2024 - City Council

Study Session

24-0002 5 P.M. SPECIAL COUNCIL MEETING (Study Session)
Tasman Bike and Pedestrian Facilities Study

Special Order of the Day

24-0337 6:30 P.M. SPECIAL COUNCIL MEETING (Special Order of the Day)
Department of Public Safety Special Awards

24-0024 SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and
Commission Members

24-0339 SPECIAL ORDER OF THE DAY - Lesbian, Gay, Bisexual, Transgender, and
Queer Pride Month

Public Hearings/General Business

24-0262 Annual Review of Proposed Fees and Charges for Fiscal Year 2024/25

24-0263 Annual City Council Public Hearing on FY 2024/25 Budget and Resource
Allocation Plan and Establishment of Appropriations Limit and Sunnyvale
Financing Authority Public Hearing on FY 2024/25 Budget

Tuesday, June 18, 2024 - City Council

Study Session

24-0458 5:30 P.M. SPECIAL COUNCIL MEETING (Study Session)
Re-evaluate Traffic Calming Program and Policy Update

Special Order of the Day

24-0539 SPECIAL ORDER OF THE DAY - Recognition of Outgoing City Manager

Public Hearings/General Business

24-0264 City Council Adoption of the Fiscal Year (FY) 2024/25 Budget, Fee Schedule
and Appropriations Limit, and Sunnyvale Financing Authority Adoption of the

FY 2024/25 Budget

Tuesday, June 25, 2024 - City Council

Study Session

24-0490 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Single Use Plastics - Phase 2

Special Order of the Day

24-0340 SPECIAL ORDER OF THE DAY - Park and Recreation Month

24-0341 SPECIAL ORDER OF THE DAY - Disability Pride Month

Public Hearings/General Business

24-0246 Proposed Utility Rate Increases for FY 2024/25 Rates for Water, Wastewater, and Solid Waste Utilities for Service Provided to Customers Within and Outside City Boundaries; Finding of California Environmental Quality Act (CEQA) Exemption Pursuant to Public Resource Code Section 21080(b)(8) and CEQA Guidelines Section 15273

24-0384 Adopt a Resolution to Approve the Final Engineer's Report, Confirm the Assessment, and Levy and Collect an Annual Assessment for the Downtown Parking Maintenance District for Fiscal Year 2024/25

24-0432 Adopt Updates to the Climate Action Playbook and Game Plan 2028

Tuesday, July 23, 2024 - City Council

Study Session

24-0010 5 P.M. SPECIAL COUNCIL MEETING (Study Session)
Las Palmas Tennis Center Needs Assessment

Public Hearings/General Business

24-0281 Approve Lakewood Branch Library Art

24-0538 Consider Request from MidPen Housing for Extension of \$964,750 HOME Loan for Carroll Inn

Tuesday, July 30, 2024 - City Council

Special Order of the Day

24-0342 SPECIAL ORDER OF THE DAY - Silicon Valley Pride

Public Hearings/General Business

24-0034 Agenda Items Pending - to be scheduled

Monday, August 5, 2024 - City Council

Study Session

24-0035 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Board and Commission Interviews (as needed)

Tuesday, August 13, 2024 - City Council

Public Hearings/General Business

24-0036 Board and Commission Appointments

24-0076 Second Quarter General Plan Initiation Requests

Tuesday, August 27, 2024 - City Council

Study Session

24-0433 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Future of the Ponds and Levees

Special Order of the Day

24-0037 SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and
Commission Members

24-0343 SPECIAL ORDER OF THE DAY - National Library Card Sign-Up Month

24-0345 SPECIAL ORDER OF THE DAY - Workforce Development Month

Public Hearings/General Business

24-0038 Agenda Items Pending - to be scheduled

Tuesday, September 10, 2024 - City Council

Special Order of the Day

24-0344 SPECIAL ORDER OF THE DAY - Prisoners of War/Missing in Action
(POW/MIA) Recognition Day

24-0346 SPECIAL ORDER OF THE DAY - Hispanic Heritage Month

24-0356 SPECIAL ORDER OF THE DAY - Sunnyvale Stands United Against Hate
Week

Public Hearings/General Business

24-0039 Agenda Items Pending - to be scheduled

Tuesday, September 24, 2024 - City Council

Special Order of the Day

24-0347 SPECIAL ORDER OF THE DAY - Active Aging Week

24-0348 SPECIAL ORDER OF THE DAY - Hindu American Heritage Month

24-0349 SPECIAL ORDER OF THE DAY - Arts and Humanities Month

Public Hearings/General Business

24-0040 Agenda Items Pending - to be scheduled

Tuesday, October 1, 2024 - City Council

Special Order of the Day

24-0350 SPECIAL ORDER OF THE DAY - Domestic Violence Awareness Month

24-0351 SPECIAL ORDER OF THE DAY - Indigenous Peoples' Day

24-0352 SPECIAL ORDER OF THE DAY - Cybersecurity Awareness Month

Public Hearings/General Business

24-0257 Adopt Positions on State and Local Ballot Measures for the November 5,
2024 Election

Tuesday, October 15, 2024 - City Council

Special Order of the Day

24-0353 SPECIAL ORDER OF THE DAY - National Friends of the Library Week

24-0354 SPECIAL ORDER OF THE DAY - Filipino American History Month

Public Hearings/General Business

24-0042 Agenda Items Pending - to be scheduled

Tuesday, October 29, 2024 - City Council

Special Order of the Day

24-0355 SPECIAL ORDER OF THE DAY - Picture Book Month

Public Hearings/General Business

24-0043 Agenda Items Pending - to be scheduled

Monday, November 4, 2024 - City Council

Study Session

24-0044 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Board and Commission Interviews (as needed)

Tuesday, November 12, 2024 - City Council

Study Session

24-0068 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Joint Meeting of City Council with Board and Commission Chairs and Vice
Chairs to Review and Improve Overall Effectiveness of Commission Meetings

Public Hearings/General Business

24-0045 Board and Commission Appointments

24-0077 Third Quarter General Plan Initiation Requests

Tuesday, November 19, 2024 - City Council

Special Order of the Day

24-0046 SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and
Commission Members

24-0357 SPECIAL ORDER OF THE DAY - Small Business Saturday

Public Hearings/General Business

24-0047 Agenda Items Pending - to be scheduled

Tuesday, December 3, 2024 - City Council

Study Session

24-0048 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Discussion of Upcoming Selection of Vice Mayor

24-0049 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Discussion of 2025 Council Intergovernmental Assignments

Public Hearings/General Business

24-0050 Agenda Items Pending - to be scheduled

Tuesday, December 10, 2024 - City Council

Public Hearings/General Business

24-0052 Agenda Items Pending - to be scheduled

Tuesday, January 7, 2025 - City Council

Special Order of the Day

24-0053 SPECIAL ORDER OF THE DAY - Certification of Election Results for Council Seats

24-0054 SPECIAL ORDER OF THE DAY - Recognition of Outgoing Mayor and Councilmembers

24-0055 SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Council-Elect and Mayor-Elect

Public Hearings/General Business

24-0056 Selection of Vice Mayor for a One-Year Term Effective January 7, 2025

24-0057 Determine the 2025 Seating Arrangements for City Council

24-0258 Appoint Councilmembers to Intergovernmental Assignments; Ratify Appointments of Councilmembers Made by Outside Agencies; and Take Action to Modify, Create, or Terminate Council Subcommittees

Tuesday, January 14, 2025 - City Council

Special Order of the Day

24-0058 SPECIAL ORDER OF THE DAY - Recognition of Outgoing Vice Mayor

24-0059 SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Vice Mayor

Public Hearings/General Business

24-0060 Agenda Items Pending - to be scheduled

Tuesday, January 28, 2025 - City Council

Public Hearings/General Business

-
- 24-0260** Annual Public Hearing-Discussion of Potential Council Study Issues and Budget Proposals for Calendar Year 2025
- 24-0261** Approve the Proposed 2025 Priority Advocacy Issues and Review Long-term Legislative Advocacy Positions (LAPs)

Thursday, January 30, 2025 - City Council

Workshop

- 24-0062** 8:30 A.M. SPECIAL COUNCIL MEETING
Council Strategic Workshop

Monday, February 3, 2025 - City Council

Study Session

- 24-0063** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Board and Commission Interviews (as needed)

Tuesday, February 4, 2025 - City Council

Public Hearings/General Business

- 24-0078** Fourth Quarter General Plan Initiation Requests

Thursday, February 13, 2025 - City Council

Workshop

- 24-0065** 8:30 A.M. SPECIAL COUNCIL MEETING
Study Issues/Budget Proposals Workshop

Tuesday, February 25, 2025 - City Council

Public Hearings/General Business

- 24-0066** Board and Commission Appointments

Date to be Determined - City Council

Study Session

- 23-0793** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Public Facility Impact Fee Study Review

Public Hearings/General Business

- 23-0765** Low Density Design Standards



City of Sunnyvale

Agenda Item

24-0400

Agenda Date: 4/9/2024

Board/Commission Meeting Minutes



City of Sunnyvale

Meeting Minutes

Sustainability Commission

Thursday, November 30, 2023

6:30 PM

Online and Bay Conference Room
(Room 145), City Hall,
456 W. Olive Ave.,
Sunnyvale, CA 94086

Special Meeting: Joint Study Session of the Bicycle and Pedestrian Advisory Commission, Planning Commission and Sustainability Commission

CALL TO ORDER

Chair Kunz called the joint meeting to order at 6:36 p.m. in the Bay Conference Room (Room 145) at City Hall.

SALUTE TO THE FLAG

Chair Kunz led the salute to the flag.

ROLL CALL

Present: 17 - Chair Douglas Kunz
Vice Chair Tonya Veitch
Commissioner Kathryn Besser
Commissioner Bobbykin Makwana
Commissioner Jeffery Nabhan
Commissioner Kristina Pistone
Commissioner Kristel Wickham
Bryce Beagle
Dan Hafeman
Daniel Howard
Galen Kim Davis
Nathan Iglesias
Sharlene Liu
Leia Mehlman
Timothy Oey
Neela Shukla
Michael Serrone

Absent: 4 - Alex Bonne
Arwen Davé
Martin Pyne
John Howe

Planning Commission Vice Chair Iglesias arrived at 7:15 p.m.

Planning Commission Chair Pyne and Planning Commissioner Howe were absent.

BPAC Commissioner Dave and BPAC Commissioner Bonne were absent.

Council Liaison Melton and Council Liaison Din were absent.

STUDY SESSION

[23-1053](#) Review and discuss Draft Game Plan 2028. The complete draft can be downloaded at bit.ly/GamePlan28

Madeline Khair, Environmental Programs Manager, provided an overview of the Climate Action Playbook (CAP) carbon neutrality amendment, updated metrics and Draft Game Plan 2028. Ms. Khair concluded her presentation requesting that Commissioners first provide input on the new CAP carbon neutrality target, then metric updates and finally, discuss Draft Game Plan 2028 Strategies, Plays and Moves. Ms. Khair; Ramana Chinnakotla, Director of Environmental Services; and Melody Tovar, Regulatory Programs Division Manager provided answers to the Commissioner's questions.

Planning Commissioner Howard asked why emissions went up in 2019 and what feedback the City Council had to the proposed decrease in the vehicle miles traveled (VMT) CAP metric.

BPAC Chair Oey thanked staff for their progress on the CAP to-date. Chair Oey asked for a breakdown of the greenhouse gas (GHG) emissions for on-road transportation. He then asked staff to provide more detail on commercial gas and what uses make up the emissions in that sector. Chair Oey inquired if off-road equipment is solely lawn equipment or also construction equipment.

Sustainability Commissioner Pistone asked staff to clarify what CO2 equivalent means, which greenhouse gases are tracked and what defines carbon neutrality.

Sustainability Commissioner Makwana asked what the process is for adding new Moves or updating current Moves in Game Plan 2028 during its five-year time frame. Staff clarified there is no process for updating the Game Plan once its adopted. Commissioner Makwana asked for the potential to amend Game Plan 2028 as new innovations and practices are emerging.

Planning Commissioner Davis thanked staff and supports the City adopting more aggressive GHG targets than the State. Commissioner Davis noted not being supportive of current methods used to calculate VMT. Commissioner Davis stated concern that the City's 2045 carbon neutrality target would require a significant lifestyle change in the community. Commissioner Davis advised that the City start talking about the upcoming lifestyle and land use impacts to bring awareness to the community.

BPAC Commissioner Mehlman thanked staff for the presentation. Commissioner Mehlman suggested the City focus on micro-mobility infrastructure in Strategy 3: Decarbonizing Transportation & Sustainable Land Use and not solely on EV adoption. Commissioner Mehlman recommended adding a Move on micro-mobility. Commissioner Mehlman voiced concern on the focus of Strategy 4: Managing Resources Sustainably, being on reducing emissions from organics and not on reducing plastic or from other municipal solid waste streams. Commissioner Mehlman voiced concern that there is not enough in Draft Game Plan 2028 about transit infrastructure and recommended prioritizing transit infrastructure to make public transit options more accessible. Commissioner Mehlman recommended staff work with mobile home parks to help them electrify their homes.

BPAC Commissioner Hafeman asked if delivery vehicles are accounted for and affect commercial VMT data. Commissioner Hafeman asked if the CAP metric to increase on-road zero emission vehicle adoption to 42% by 2030 is for new vehicles only or all vehicles. Commissioner Hafeman voiced concern that car manufacturers may not be able to transition fast enough to all-electric fleet or acquire enough lithium to produce electric vehicles (EV) to meet our 2030 targets. Commissioner Hafeman recommended that staff focus more on reducing reliance on cars instead of replacing them with EV's.

Sustainability Commissioner Wickham commended staff for getting three

Commissions together to discuss Draft Game Plan 2028. Commissioner Wickham stated support of the new carbon neutrality target in Draft Game Plan 2028 to align with the State's 2045 target. Commissioner Wickham recommended several changes to the carbon neutrality language that could make the target stronger and more achievable. Sustainability Chair Kunz and Vice Chair Veitch supported these suggestions.

Planning Vice Chair Iglesias recommended staff include a metric to understand the costs on the City, residents or a combination to implement the targets stated in the Draft Game Plan 2028.

BPAC Chair Oey requested staff invest in real data to track VMT's in Sunnyvale and suggested using methods such as StreetLight data to track transportation instead of using estimates in the current methodology.

Sustainability Commissioner Wickham asked if the current CAP qualified for California Environmental Quality Act (CEQA) streamlining purposes.

Sustainability Chair Kunz recommended staff continue to pursue qualifying the CAP for CEQA streamlining purposes.

Sustainability Commissioner Pistone emphasized having better and stronger goals in Game Plan 2028 to help Sunnyvale achieve its targets. Commissioner Pistone recommended expanding the scope of Game Plan 2028 goals to include lifecycle impacts to bolster the City's efforts to reduce emissions.

Sustainability Chair Kunz opened discussion on the Strategy Plays and Ms. Khair responded to questions.

BPAC Chair Oey, BPAC Vice Chair Beagle, Planning Vice Chair Iglesias, Sustainability Commissioner Besser, and BPAC Commissioner Liu voiced concern about reducing the VMT per person target in Play 3.1.

BPAC Chair Oey asked whether tracking GHG emissions in transportation includes emissions from asphalt in parking lots and roadways.

Planning Commissioner Davis agreed with the landfill organics targets in Strategy 4: Managing Resources Sustainably.

Sustainability Commissioner Besser suggested increasing the Play 3.1 target slightly could encourage more people to strive for the higher goal and help the City achieve its true target of 10%. Commissioner Besser echoed statements previously made that EV adoption should not be the sole solution due to the cost barrier to purchase an EV as well as the worldwide impacts of lithium production.

BPAC Commissioner Liu suggested that staff account for emissions from EV production and usage, and asphalt creation and repaving when measuring GHG emissions in transportation. Commissioner Liu was concerned that the City is asking residents to switch from gas to electric vehicles, but not advocating for expanded public transit, bicycle routes and walkable streets. Commissioner Liu recommended staff work with the Transportation Division to require that all high-density housing projects include safe routes for residents that will live in the complexes to get around without a vehicle. Commissioner Liu asked the City to consider making this recommendation a policy.

Sustainability Commissioner Wickham voiced support for the new metrics in Strategy 2, 3 and 4. Commissioner Wickham emphasized liking that Strategy 2's metrics focus on natural gas use. Commissioner Wickham praised the percent reduction in landfill organics metric in Strategy 4 and asked if there could be further improvements to reduce landfill organics between 2030 and 2045.

Sustainability Commissioner Makwana asked to add the City's current status in meeting the metric targets in Game Plan 2028.

Sustainability Commissioner Pistone noted support for increasing the percent of off-road zero emission equipment in Play 3.4. Commissioner Pistone suggested the metric come with a behavioral change framework to help move people away from unsustainable landscaping practices, such as gas-powered leaf blowers and lawn mowers.

BPAC Commissioner Hafeman asked if emissions from tires of cars or EVs are counted. Commissioner Hafeman asked if there is any discussion on measuring the percentage of people taking transit in Sunnyvale versus using single occupancy vehicles. Commissioner Hafeman suggested seeing the data on percentage of miles traveled on public transit in comparison to miles traveled in cars could be a helpful metric.

Sustainability Commissioner Makwana suggested an increase in the local battery

storage metric target for Play 1.3.

Sustainability Commissioner Nabhan was concerned to see the Strategy 4: Managing Resources Sustainably metric to reduce landfill garbage to one pound per person when it is currently at 3.6 pounds per person. Commissioner Nabhan asked if the data is trending that way and whether it would be feasible to meet.

BPAC Commissioner Mehlman inquired how waste per person or per household is measured. Commissioner Mehlman asked if that calculation includes residential and commercial sources. Commissioner Mehlman questioned how construction waste is counted. Commissioner Mehlman asked the status of a commercial organics recycling program. Commissioner Mehlman inquired about compliance measures the City will be taking to ensure businesses are separating their organics. Commissioner Mehlman asked if hotel and motel residents' waste are captured in the calculation, if these residents are considered part of Sunnyvale's population and if they are required to separate organics during their stay.

BPAC Chair Oey expressed worry that Sunnyvale is unable to calculate the true total of GHGs and asked what percentage of total GHGs are outside of the City's scope. Chair Oey recommended including clarification in the CAP about GHG inventories being focused on Scope 1 emissions. Chair Oey emphasized that focusing on reducing VMTs in general could help the City reduce emissions in Scopes 1, 2 and 3 due to lower car sales, repaving and tire manufacturing.

Sustainability Chair Kunz voiced support on the new metrics that are being added and shared the same concerns about decreasing the VMT target.

Sustainability Chair Kunz opened discussion on the Strategy Moves and Ms. Khair guided the Commissioners on the structure staff would like to take feedback.

Sustainability Commissioner Pistone asked for clarity on where the source of organics is coming from in Move 1.C.

BPAC Commissioner Mehlman recommended for Strategy 1 or Strategy 2 that there be an added Move to implement solar panels in parking lots to reduce heat island effects and promote clean electricity generation and battery storage.

Sustainability Commissioner Pistone asked for more clarity on why people would want to opt out of Silicon Valley Clean Energy's (SVCE) clean energy programs.

Sustainability Commissioner Wickham asked the status of the City's GreenPrime enrollment. Commissioner Wickham asked staff to get the City re-enrolled in GreenPrime.

Sustainability Chair Kunz opened the discussion on Strategy 2: Decarbonizing Buildings.

BPAC Vice Chair Beagle asked for an explanation on the difference between the terms decarbonization and zero emission.

BPAC Commissioner Hafeman expressed excitement for Move 2.H.

Planning Commissioner Davis supported the list of Moves in Strategy 2 and recommended staff work to switch residents with wood burning stoves to all-electric.

BPAC Chair Oey was pleased with the Moves listed in Strategy 2.

Sustainability Commissioner Pistone and Vice Chair Veitch stated concern for renters as they do not have authority over electrifying their appliances. Commissioner Pistone called out that Moves 2.D, 2.F, 2.M and 2.I all encourage accelerated electrification adoption, but it is more difficult for renters to take advantage of these incentives without property manager support.

Sustainability Vice Chair Veitch recommended the municipal GHG inventory for Move 2.C be conducted every two or three years. Vice Chair Veitch suggested language changes to Move 2.M.

BPAC Commissioner Mehlman inquired about the timeline to implement an ordinance for 2.G and requested there be no exemptions for manufactured home parks. Commissioner Mehlman additionally recommended staff design an assistance program for low-income households to bring them up to code.

Planning Vice Chair Iglesias recommended implementation costs be identified for each Move throughout Game Plan 2028 to prioritize the Moves that are cost-effective on residents and the City. BPAC Chair Oey supported this suggestion.

Sustainability Commissioner Wickham suggested the City prioritize designing an

awareness campaign to assist residents and businesses in electrifying their homes and buildings, specifically to help support the Bay Area Air Management District's (BAAQMD) ruling to ban natural gas water heater sales by 2027.

Sustainability Commissioner Pistone asked why the local environmental quality icon in the community benefits section of Strategy 2 is identified for Move 2.J but not for Moves 2.D, 2.E and 2.G. Commissioner Pistone recommended staff monitor new enhancements to measuring methane leaks from existing buildings.

Sustainability Chair Kunz stated excitement for all new Moves in Strategy 2 and was particularly excited about Move 2.H. Chair Kunz stated uncertainty about the feasibility of reaching the 44% percent reduction goal in existing residential natural gas use by 2030. Chair Kunz asked how the set of tools in Moves 2.F, 2.L and 2.N fit together and suggested imbedding a diagram to show the course of action to achieve the 2030 target in Strategy 2.

Sustainability Chair Kunz opened the discussion on Strategy 3: Decarbonizing Transportation & Sustainable Land Use.

BPAC Commissioner Mehlman asked what progress has been made on Move 3.A. Commissioner Mehlman recommended connecting and expanding the shuttle program identified in Move 3.F to other areas of the city to connect people to the VTA light rail and Caltrain.

BPAC Commissioner Liu requested that the supporting text in Moves 3.D and 3.I be more specific and quantify the high priority projects in the Active Transportation Plan (ATP).

Planning Commissioner Serrone articulated the barriers renters have to purchase an EV when their building does not have EV charging infrastructure and asked what triggers more EV chargers in multi-family buildings. Commissioner Serrone asked if the City can implement an ordinance to require EV chargers in new multi-family building projects. Commissioner Serrone mentioned that the State plans to ban the sale of natural gas-powered off-road equipment and asked staff if this will also ban the operation of them.

BPAC Commissioner Hafeman asked how the City plans to reduce street parking in Move 3.A to put more ATP infrastructure in. Commissioner Hafeman recommended modifying one of the Moves to include that existing street parking will be removed

after any new construction project is complete. Commissioner Hafeman also requested adding a new goal to Strategy 3 that seeks more funding for the City's ATP.

BPAC Chair Oey stated support for Move 3.I. Chair Oey requested the City install safer, more convenient bicycle lockers in existing parking lots. Chair Oey also suggested there be more emphasis on bicycle education and outreach in the Safe Routes to Schools program and in driver training programs. Chair Oey urged for more focus on funding in Game Plan 2028 and asked to better define "robust first and last mile" in Move 3.C.

Planning Vice Chair Iglesias expressed safety concerns to bike on the roads in Sunnyvale and suggested a more reliable and accessible public transit network around the city. Vice Chair Iglesias suggested imbedding a measurable goal in Strategy 3 to call out how long it should take people to get to and from a destination in Sunnyvale using alternatives modes of transportation.

BPAC Vice Chair Beagle strongly agreed with Vice Chair Iglesias, and emphasized that mode shift should be the focus of Strategy 3. Vice Chair Beagle suggested rephrasing Play 3.3 to increase the percentage of electric vehicles clarifying that the overall number of vehicles should decrease. Vice Chair Beagle asked for clarity on Move 3.J and how the largest employers in the city is defined. He recommended the City encourage companies to support transit through incentives. Vice Chair Beagle recommended Move 3.E include car share as an option.

BPAC Commissioner Mehlman asked why the threshold for Move 3.E is 1,000 employees and not 500.

Planning Commissioner Howard recommended a shift in focus to promoting smaller EV equipment such as bicycles and scooters and utilizing retail spaces in Sunnyvale to promote the sale and use of micro mobility devices.

Planning Commissioner Davis supported Move 3.I and recommends creating more space on roadways for safe walking and biking routes.

Sustainability Commissioner Wickham questioned if the City's Specific Plans and Area Plans are enough to achieve the land use goals in Strategy 3 or if the City needed more zoning policies or higher density policies to implement.

Sustainability Chair Kunz opened the discussion on Strategy 4: Managing Resources Sustainably

Sustainability Commissioner Pistone asked if there is a plan to expand infrastructure to accept paper products in organics collection.

BPAC Commissioner Hafeman supported Move 4.I but suggests the Move also include residential construction projects. Commissioner Hafeman questioned why composting was left out of Strategy 4.

BPAC Commissioner Mehlman requested that 4.K be seen as a high priority Move. Commissioner Mehlman suggested merging Moves 4.K and 4.J.

Sustainability Commissioner Wickham commented that Move 4.L is in need of funding. Commissioner Wickham went on to state the entire CAP needs funding and encouraged staff to think of creative ways to find the funding necessary to implement all of the Moves in Game Plan 2028. Chair Kunz supported these comments.

Planning Vice Chair Iglesias asked what a campaign looks like for Move 4.A.

Sustainability Commissioner Pistone questioned how to encourage businesses like grocery stores to reduce plastic packaging and provide more sustainable options for consumers.

Sustainability Chair Veitch suggested including the potential to explore climate bonds or climate taxes to help fund the CAP. Vice Chair Veitch also suggested establishing more private-public partnerships for funding.

Sustainability Chair Kunz asked what Sunnyvale's Scope 3 emissions are and suggested establishing a consumption-based inventory to help the City identify target areas to drive policy changes.

Sustainability Chair Kunz opened the discussion on Strategy 5: Empowering Our Community and Strategy 6: Adapting to a Changing Climate.

BPAC Chair Oey stated support for Strategy 5 overall and encouraged more City recognition of residential demonstration projects. Chair Oey commented his support of the Sustainability Speaker Series.

BPAC Commissioner Mehlman inquired about the work currently happening on Strategy 5 and suggested expanding the current environmental education programs to include more sustainability topics.

BPAC Commissioner Liu suggested adding a Move about incorporating Safe Routes to School in the elementary school curriculum.

Sustainability Commissioner Pistone commented that Governor Newsom signed Assembly Bill 285 to mandate climate change education in California in K-12 grade classrooms. Commissioner Pistone suggested rewording Move 6.C to make it clearer to understand what the intent is.

Sustainability Vice Chair Veitch voiced appreciation for Strategy 5. Vice Chair Veitch inquired about a way to integrate climate change information into the Community Emergency Response Team (CERT) Program. Vice Chair Veitch voiced excitement for Move 6.F and emphasized the importance of partnering with Non-Profit Organizations and Community Based Organizations to operate as resilience hubs.

BPAC Commissioner Mehlman inquired about strategies to achieve the Game Plan 2028 Moves, where the City's accountability is and if the City's budget can be altered to support the completion of the Moves in Game Plan 2028.

Sustainability Chair Kunz opened public comment.

Sustainability Chair Kunz closed public comment.

Sustainability Chair Kunz and Ms. Khair provided closing comments and thanked the Commissioners for attending the Joint Study Session on Draft Game Plan 2028.

ADJOURNMENT

The meeting was adjourned at 9:37 p.m.



City of Sunnyvale

Meeting Minutes

Sustainability Commission

Tuesday, January 16, 2024

7:00 PM

Online and Bay Conference Room (Room
145), City Hall, 456 W. Olive Ave.,
Sunnyvale, CA 94086

CALL TO ORDER

Chair Kunz called the meeting to order at 7:02 p.m. in the Bay Conference Room (Room 145) at City Hall.

SALUTE TO THE FLAG

Chair Kunz led the salute to the flag.

ROLL CALL

Present: 6 - Chair Douglas Kunz
Commissioner Kathryn Besser
Commissioner Bobbykin Makwana
Commissioner Jeffery Nabhan
Commissioner Kristina Pistone
Commissioner Kristel Wickham

Absent: 1 - Vice Chair Tonya Veitch

Vice Chair Veitch's absence was excused by general consent

Council Liaison – Councilmember Din (absent)

PRESENTATION

[24-0202](#) PRESENTATION - Artificial Turf (Commissioner Presentation)

Commissioner Wickham invited Susan Hinton, Plastic Prevention Chair of the Sierra Club Loma Prieta Chapter, to provide an overview on the impacts of artificial turf. Commissioners asked clarifying questions, and Ms. Hinton provided answers.

ORAL COMMUNICATIONS

Residents Eric Krock and Pramod S., residents of the Cherry Chase neighborhood, requested the Sustainability Commission support a recent Council sponsored Study

Issue to turn several vacant lots in the Cherry Chase neighborhood owned by Pacific Gas & Electric into miniature parks that would be an extension of the existing Greenwood Manor Park.

Stephen Meier commented that the public golf courses in the city consume many resources to manage and operate. Mr. Meier asked the Sustainability Commission to support converting the golf courses into multi-use spaces for the community.

CONSENT CALENDAR

[24-0203](#) Approve the Sustainability Commission Meeting Minutes of November 20, 2023

Commissioner Besser moved and Commissioner Pistone seconded the motion to approve the consent calendar.

The motion carried by the following vote:

Yes: 3 - Chair Kunz
Commissioner Besser
Commissioner Pistone

No: 0

Absent: 1 - Vice Chair Veitch

Abstain: 3 - Commissioner Makwana
Commissioner Nabhan
Commissioner Wickham

PUBLIC HEARINGS/GENERAL BUSINESS

[24-0205](#) Rank 2024 Study Issues

Madeline Khair, Environmental Programs Manager, provided an overview of the ranking process for Study Issues (SIs) as well as an overview of each of the seven SIs. Commissioners asked clarifying questions, and staff responded.

Chair Kunz opened the public hearing.

Mary Brunkhorst, Carrie Levin and Cortney Jansen each spoke on Study Issue ESD 24-01: Evaluate the Use of Artificial Turf versus Living Groundcovers, and

requested the Sustainability Commission rank this SI highly.

Chair Kunz closed the public hearing.

MOTION: Commissioner Makwana moved, and Commissioner Nabhan seconded, a motion to defer SI DPW 23-07.

Commissioner Makwana recommended deferring this Study Issue as it is a newly proposed action in the Draft Game Plan 2028.

Commissioners deliberated deferring Study Issue DPW 23-07. Commissioners discussed the importance of banning gas-powered leaf blowers and other small two-stroke motors and the risk that the action could be dropped in Draft Game Plan 2028. Ms. Khair informed Commissioners that if SI DPW 23-07 is deferred, it will come back to the Commission for ranking in 2025.

The motion carried by the following vote:

Yes: 6 - Chair Kunz
Commissioner Besser
Commissioner Makwana
Commissioner Nabhan
Commissioner Pistone
Commissioner Wickham

No: 0

Absent: 1 - Vice Chair Veitch

Commissioners discussed SI ESD 24-02.

MOTION: Commissioner Pistone moved, and Commissioner Besser seconded, a motion to drop SI ESD 24-02.

Commissioner Pistone expressed that staff's response to the SI was adequate and made this motion to follow staff's recommendation.

Commissioner Wickham voiced concern about dropping the SI since it is a Sustainability Commission sponsored SI and would not be seen by the City Council

if dropped. Ms. Khair clarified that City Council directed staff to re-examine the vehicle miles traveled (VMT) target in Draft Game Plan 2028 and will present those findings during the upcoming Study Session with Council in March.

Chair Kunz expressed concern about dropping SI ESD 24-02 because reducing VMT in the city is a high priority for the Commission, but also agreed with staff's recommendation that this SI could be redundant work.

Commissioner Makwana stated he believes there are other SIs to rank as higher priorities for the Sustainability Commission. He recommended that the Commission prioritize the top two they want to rank and allow the Climate Action Playbook to achieve the objectives of this SI.

Commissioner Nabhan asked for clarity on the process the Bicycle and Pedestrian Advisory Commission (BPAC) would take ranking ESD 24-02 if the Sustainability Commission were to drop it. David Carnahan, City Clerk, clarified that the ranking would not go to Council.

FRIENDLY AMENDMENT: Chair Kunz offered a friendly amendment to defer Study Issue ESD 24-02.

Commissioners Pistone and Besser accepted the friendly amendment.

The motion carried by the following vote:

Yes: 6 - Chair Kunz
Commissioner Besser
Commissioner Makwana
Commissioner Nabhan
Commissioner Pistone
Commissioner Wickham

No: 0

Absent: 1 - Vice Chair Veitch

The Commission discussed the potential impacts and feasibility of the remaining three Study Issues. Commissioners Besser, Pistone, Makwana, Wickham and Chair Kunz expressed their support for studying the impacts of artificial turf as well as sustainable landscaping and holistic approaches.

Each Commissioner ranked the Study Issues individually. Staff consolidated the results and provided the final consolidated ranking to the Commission.

Commissioner Besser moved, and Commissioner Nabhan seconded, a motion to accept the following consolidated ranking:

Rank 1 – ESD 24-01 Evaluate the Use of Artificial Turf versus Living Groundcover

Rank 2 – ESD 22-02 Promotion and Assessment of Sustainable Landscaping Strategies

Rank 3 – CDD 24-04 Peery Park Specific Plan Amendment (area east of Mathilda Avenue)

The motion carried by the following vote:

Yes: 6 - Chair Kunz
Commissioner Besser
Commissioner Makwana
Commissioner Nabhan
Commissioner Pistone
Commissioner Wickham

No: 0

Absent: 1 - Vice Chair Veitch

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

None.

NON-AGENDA ITEMS & COMMENTS

-Commissioner Comments

Commissioner Wickham praised staff for coordinating the Joint Study Session to discuss Draft Game Plan 2028 with the Bicycle and Pedestrian Advisory, Planning and Sustainability Commissions. Commissioner Wickham encouraged Commissioners to attend the Council Strategic Study Session on January 25 as well as attend and promote the upcoming Sustainability Speaker Series events. Commissioner Wickham commended staff for launching the Reusable Foodware Pilot Program in Sunnyvale and encouraged Commissioners to visit the participating restaurants in the program.

Commissioner Besser announced the Cherryhill Neighborhood group received approval for funding through Sunnyvale's Neighborhood Grant Program.

Chair Kunz commended staff for their efforts coordinating the community workshops for Draft Game Plan 2028 as well as the Joint Study Session and outreach campaign to collect community feedback. Chair Kunz provided a summary of Silicon Valley Clean Energy's Recharge and Reflect event he attended that took place on December 13, 2023.

-Staff Comments

Christina Raby, Environmental Engineering Coordinator, reported on previous and upcoming events and provided upcoming City Council meeting details for ranked Study Issues and Game Plan 2028.

INFORMATION ONLY REPORTS/ITEMS

[24-0206](#)

Updated Annual Work Plan January 2024

ADJOURNMENT

The meeting was adjourned at 10:34 p.m.



City of Sunnyvale

Meeting Minutes

Sustainability Commission

Tuesday, February 20, 2024

7:00 PM

Online and Bay Conference Room, City
Hall, 456 W. Olive Ave., Sunnyvale, CA
94086

CALL TO ORDER

Chair Kunz called the meeting to order at 7 p.m. in the Bay Conference Room (Room 145) at City Hall.

SALUTE TO THE FLAG

Chair Kunz led the salute to the flag.

ROLL CALL

Present: 6 - Chair Douglas Kunz
Vice Chair Tonya Veitch
Commissioner Kathryn Besser
Commissioner Bobbykin Makwana
Commissioner Jeffery Nabhan
Commissioner Kristina Pistone
Absent: 1 - Commissioner Kristel Wickham

Commissioner Wickham's absence was excused by general consent.

Council Liaison - Councilmember Din (absent)

PRESENTATION

[24-0370](#) PRESENTATION - SVCE Programs Update

Nupur Hiremath, Manager of Decarbonization Programs and Policy and Zoe Elizabeth, Deputy Director of Decarbonization Programs and Policy, from Silicon Valley Clean Energy (SVCE) provided an overview of SVCE's policy updates, community programs, incentive and rebate programs, and pathways for electrification. The Commission asked clarifying questions, and SVCE staff provided answers.

STUDY SESSION

24-0371 Single Use Plastics Policy/Programs Update

Shikha Gupta, Solid Waste Programs Division Manager, and Bailey Hall, Environmental Programs Specialist II, provided an update on the recently launched Reusable Foodware Pilot Project with Sunnyvale businesses. Commissioners asked clarifying questions, and staff provided answers.

ORAL COMMUNICATIONS

Residents Andrea Wald and Kristel Wickham thanked the Sustainability Commission for their efforts to highly rank Study Issue ESD 24-01, "Evaluate the Use of Artificial Turf versus Living Groundcover." Both residents mentioned the Study Issue was ranked highly at the Council Strategic Study Session on February 15, 2024.

CONSENT CALENDAR

Chair Kunz noted the January 16, 2024 meeting minutes contained an incomplete motion statement under the consent calendar.

Commissioner Nabhan moved, and Commissioner Pistone seconded, a motion to approve the consent calendar items.

FRIENDLY AMENDMENT: Vice Chair Veitch introduced a friendly amendment to vote separately on the two consent calendar items.

Commissioner Nabhan accepted the friendly amendment.

- 1.A** **24-0372** Approve the Joint Study Session Minutes of November 30, 2023, with the Bicycle and Pedestrian Advisory, Planning and Sustainability Commissions.

Commissioner Nabhan moved, and Commissioner Pistone seconded, a motion to approve item 1.A in the consent calendar. The motion carried by the following vote:

Yes: 6 - Chair Kunz
 Vice Chair Veitch
 Commissioner Besser
 Commissioner Makwana
 Commissioner Nabhan
 Commissioner Pistone

No: 0

Absent: 1 - Commissioner Wickham

1.B [24-0373](#) Approve the Sustainability Commission Meeting Minutes of January 16, 2024

Commissioner Nabhan moved, and Commissioner Pistone seconded, a motion to approve item 1.B in the consent calendar reflecting the correct motion statement for the January 16 consent calendar item. The motion carried by the following vote:

Yes: 5 - Chair Kunz
 Commissioner Besser
 Commissioner Makwana
 Commissioner Nabhan
 Commissioner Pistone

No: 0

Absent: 1 - Commissioner Wickham

Abstain: 1 - Vice Chair Veitch

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

None.

NON-AGENDA ITEMS & COMMENTS

-Commissioner Comments

Vice Chair Veitch and Commissioner Pistone thanked attendees and Commissioners for attending and promoting the two recent Sustainability Speaker Series events and provided information on where to watch the recorded webinars. The theme for fiscal year 2023/24 is "Water in a Changing Climate."

Chair Kunz thanked SVCE staff for their presentation and noted he has taken advantage of a few of the residential electrification programs offered. Chair Kunz encouraged Commissioners to watch the Active Transportation Update that was provided at the January 25 Council Strategic Workshop by Department of Public Works staff. Chair Kunz reported to the Commission that he provided public comment at two of the recent City Council meetings discussing potential Study Issues to advocate for the ESD Study Issues the Sustainability Commission ranked in January.

-Staff Comments

Christina Raby, Environmental Engineering Coordinator, reported on previous and upcoming events and reminder Commissioners to save the date for the upcoming Study Session with the City Council on Game Plan 2028 happening on March 19, 2024.

INFORMATION ONLY REPORTS/ITEMS

[24-0374](#) Updated Annual Work Plan February 2024

ADJOURNMENT

The meeting was adjourned at 10:17 p.m.



City of Sunnyvale

Meeting Minutes

Planning Commission

Monday, March 11, 2024

7:00 PM

Online and Bay Conference Room
(Room 145), City Hall,
456 W. Olive Ave.,
Sunnyvale, CA 94086

No Study Session | Public Hearing - 7:00 PM

NO STUDY SESSION

7 P.M. PLANNING COMMISSION MEETING

CALL TO ORDER

Chair Pyne called the meeting to order at 7:00 PM.

SALUTE TO THE FLAG

Chair Pyne led the salute to the flag.

ROLL CALL

Present: 6 - Chair Martin Pyne
Commissioner Galen Kim Davis
Commissioner Daniel Howard
Commissioner John Howe
Commissioner Michael Serrone
Commissioner Neela Shukla
Absent: 1 - Vice Chair Nathan Iglesias

Vice Chair Iglesias' absence is excused.

ORAL COMMUNICATIONS

None.

CONSENT CALENDAR

There were no public speakers for these agenda items.

Some Commissioners disclosed that that they had previously met with

representatives of Applied Materials to discuss the proposed project described in Agenda Item 1.C.

MOTION: Commissioner Howe moved and Chair Pyne seconded the motion to approve the Consent Calendar.

Commissioner Howe stated that staff addressed questions he had regarding the proposed project described in Agenda Item 1.C.

The motion carried by the following vote:

Yes: 6 - Chair Pyne
Commissioner Davis
Commissioner Howard
Commissioner Howe
Commissioner Serrone
Commissioner Shukla

No: 0

Absent: 1 - Vice Chair Iglesias

This decision, as it applies to Agenda Item 1.B, is final unless appealed or called up for review by the City Council by 5:00 PM on Tuesday, March 26, 2024.

1.A [24-0428](#) Approve Planning Commission Meeting Minutes of February 26, 2024

Approve Planning Commission Meeting Minutes of February 26, 2024 as submitted.

1.B [24-0457](#) **Proposed Project:** **USE PERMIT** to modify an existing wireless telecommunications facility (monopole) for Dish Wireless: Install three antennas, six new RRUs, and associated equipment. Increase total tower height from 59 feet to 71 feet.
Location: 1070 Stewart Drive (APN: 205-23-019)
File #: PLNG-2023-0197
Zoning: M-S/POA (Industrial and Service, Place of Assembly Combining District)
Applicant / Owner: Galt Wireless / Public Storage Inc.
Environmental Review: A Class 1 Categorical Exemption (Section 15301 - Existing Facilities) relieves this project from the California Environmental Quality Act (CEQA) provisions.
Project Planner: Mary Jeyaprakash, (408) 730-7449, mjeyaprakash@sunnyvale.ca.gov

Alternative 1: Approve the Use Permit with recommended Conditions of Approval in Attachment 3.

1.C [24-0462](#) REQUEST FOR A CONTINUANCE TO MARCH 25, 2024

Proposed Project: Related applications on a 45.6-acre site:
Related applications on a 45.6-acre site:

USE PERMIT: to demolish an existing recreation center, surface parking lot, and six-level parking structure to allow a new 592,567 square-foot research and development (R&D) building along Central Expressway; demolition of four buildings (928 E. Arques Ave., 242 Commercial St., 230 Commercial St., and 222 Commercial St.) to allow for a new seven-story parking structure along Commercial Street; demolition of one building at 930 E. California Ave. to allow for the expansion of an existing PG&E electrical substation; and installation of associated site improvements around the proposed R&D building and parking structure. The site would retain four existing industrial/office/R&D buildings, including an office building (930 E. Arques Ave.), Building 81 (974 E. Arques Ave.), Building 85 (978 E. Arques Ave.), and a central utility plant. The project includes merging seven existing lots to form a larger campus parcel, with one existing lot remaining at 222 Commercial St.

VARIANCE: to exceed the maximum height limit and floor plate sizes specified in the Arques Campus Specific Plan.

Location: 974 East Arques Avenue (APNs: 205-36-006, -007 and -008); 928-930 East Arques Avenue (APN: 205-35-017); 222, 230 and 242 Commercial Street (APNs: 205-35-006, 007 and 008) and 930 East California Street (APN 205-35-003).

File #: PLNG-2023-0134

Zoning: M-S

Applicant / Owner: Applied Materials (Applicant/Owner)

Environmental Review: A CEQA Addendum to the Arques Specific Plan EIR and the Land Use and Transportation Element (LUTE) of the City's General Plan has been prepared pursuant to CEQA Guidelines Sections 15162 and 15164.

Project Planner: Cindy Hom, Associate Planner (408) 730-7411, chom@sunnyvale.ca.gov

RECOMMENDATION

Continue the Planning Commission hearing date to March 25, 2024.

PUBLIC HEARINGS/GENERAL BUSINESS

None.

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

None.

NON-AGENDA ITEMS AND COMMENTS

-Commissioner Comments

Commissioner Howard noted that there is only one Irish pub remaining on Murphy Avenue and shared his hope that the character of this historic street be maintained.

-Staff Comments

Planning Officer Shaunn Mendrin advised the Commissioners that they will review an appealed project at a Planning Commission meeting in April 2024.

Chair Pyne thanked staff for informing the Commissioners that the Department of Housing and Community Development (HCD) has approved the City's Housing Element.

ADJOURNMENT

Chair Pyne adjourned the meeting at 7:09 PM.



City of Sunnyvale

Agenda Item

24-0401

Agenda Date: 4/9/2024

Information/Action Items

Information/Action Items - Council Directions to Staff

Date Requested	Directive/Action Required	Dept	Anticipated Completion Date	Notes
9/14/21	Provide to Council a copy of final encroachment permit for the Intuitive Surgical bridge over Kifer.	DPW	Pending	Pending Application Submittal
1/10/23	Provide information on metering at the Community Center and identify if there is a way to separate water usage per facility at this location.	DPW	April 2024	
1/10/23	Incorporate and address Council comments when the final Community Center grounds renovation project design is presented to Council for award of construction contract.	DPW	Pending	Pending Project Design Award
2/7/23	Murphy Ave. pedestrian mall items for follow up: *Evaluate the crosswalk treatments at Murphy and Evelyn. *Look for more opportunities for bike racks on or near Murphy Ave *Identify options available to make Murphy Ave. more bike friendly *Look for ways to mark the clear pedestrian zone in the center of Murphy Ave. *Provide an update on the plan for Washington when Murphy Ave. is closed to vehicles	DPW	Aug. 2024	
9/26/23	Would like a Council Report on Human Relation Commission's first year of work and the effectiveness of Artificial Intelligence usage for translation services in City programs and services.	OCM	July 2024	
1/25/24	Agendize study session on future of the ponds, including current algal bloom, levees study issue, wetlands protection against sea level rise, potential levee failure sites	ESD	Aug 2024 TCMAC 24-0433	
2/6/24	Agendize item to consider amending Council Policy Manual to include a policy statement against new artificial turf on City property	DPW	May 2024	
2/27/24	Discuss allocated \$1.5M for Hertitge Museum Expansion that includes funding sources	FIN	April 2024 TCMAC 24-0472	
2/27/24	Discuss plan for a City sponsored 4th of July Celebration	LRS	April 2024 TCMAC 24-0461	

New Study Issues and Budget Proposals Sponsored by Council

Study Issue/ Budget Proposal	Date Requested	RTC #	Study Issue/Budget Proposal Topic	Requested By	Dept
N/A					



City of Sunnyvale

Agenda Item

24-0543

Agenda Date: 4/9/2024

Council Advocacy Letters

ATTACHMENTS

1. 3/26/2024: FY2025 Community Project Funding Requests - Padilla



456 West Olive Avenue
Sunnyvale, CA 94088-3707

408-730-7473
Sunnyvale.ca.gov

March 26, 2024

The Honorable Alex Padilla
United States Senate
331 Hart Senate Office Building
Washington, DC 20510

**RE: FY 2025 Community Project Funding Request from the City of Sunnyvale –
Bernardo Avenue Undercrossing**

Dear Senator Padilla:

Larry Klein
Mayor

Murali Srinivasan
Vice Mayor

Russ Melton
Councilmember

Alysa Cisneros
Councilmember

Omar Din
Councilmember

Richard Mehlinger
Councilmember

Linda Sell
Councilmember

On behalf of the City of Sunnyvale, we respectfully submit a Community Project Funding request for \$3,000,000 to provide a separated pedestrian and bicycle pathway to connect north and south Bernardo Avenue. Bernardo Avenue is a major north-south commute route on the border of Sunnyvale and Mountain View. This crossing will go beneath the Caltrain railroad tracks and Central Expressway. The project will expand and connect the active transportation networks of Sunnyvale and Mountain View, support equity in transportation for those who cannot or choose not to drive, reduce vehicle emissions, and help meet our climate action plan by encouraging active transportation.

The enclosed Bernardo Avenue Undercrossing Project Sheet outlines the benefits to Californians by funding this pathway project.

Thank you for considering our request. Please do not hesitate to contact me or Chip Taylor, Director of Public Works, at ctaylor@sunnyvale.ca.gov if you have any questions.

Sincerely,

Larry Klein
Mayor

enc. Bernardo Avenue Undercrossing Project Sheet
Community Support Letters (2)

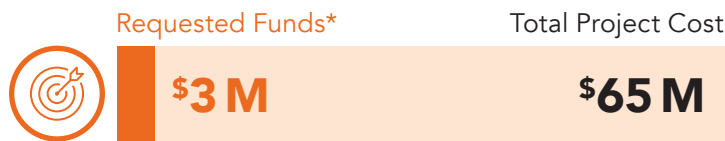
cc: City Council
Kent Steffens, City Manager
Sarah Johnson-Rios, Assistant City Manager
Chip Taylor, Director of Public Works

Bernardo Avenue Undercrossing



Bernardo Avenue is a major north-south commute route on the border of Sunnyvale and Mountain View. It should get people where they need to go safely and efficiently. But today, **Bernardo is bisected** by the Caltrain commuter rail and Central Expressway. This is a significant **barrier for bicyclists and pedestrians**. Multiple agencies are collaborating to **install an undercrossing** beneath the tracks and expressway. There is strong support for this project as it will **better connect residential areas, job centers and recreation**.

Quick Facts



MEETS GOALS ☒ City ☒ County ☒ Bay Area
☒ State ☒ Federal

PROJECT NEED

The VTA Countywide Bike Plan identifies the Caltrain tracks as an Access Barrier Crossing

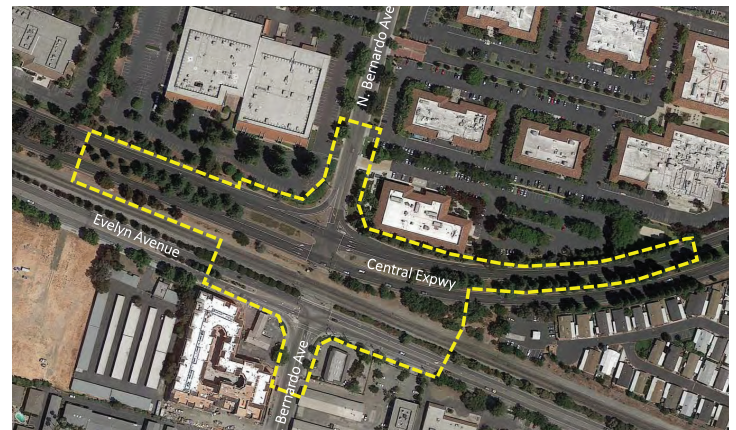
LOCATION

Bernardo Avenue at the Caltrain and Central Expressway crossings

*Will supplement \$25M from VTA 2016 Measure B, Cities of Sunnyvale and Mountain View, and One Bay Area Grant 2

The Undercrossing Will:

- ➔ Connect Sunnyvale and Mountain View residents (225,000+ total) to the job centers in these cities (200,000+ jobs)
- ➔ Provide access to recreation, including Baylands Park, Twin Creeks Sports Complex and the Bay Trail
- ➔ Expand and connect the active transportation networks of Sunnyvale and Mountain View
- ➔ Make biking and walking more accessible and comfortable with an off-road segment
- ➔ Significantly reduce the distances commuters currently travel to get to a crossing
- ➔ Encourage biking and walking which eases traffic and reduces vehicle emissions
- ➔ Support equity in transportation for those who cannot or choose not to drive



Safe, Convenient, Connected Networks

The Bernardo Avenue Undercrossing project will provide a separated pedestrian and bicycle pathway. This pathway will connect north and south Bernardo Avenue. The crossing will go beneath the Caltrain railroad tracks and Central Expressway. VTA and the cities of Sunnyvale and Mountain View are leading the environmental clearance phase of project. Caltrain is leading the final design and construction phases. The undercrossing will connect into existing bicycle lanes on Bernardo and Evelyn avenues. These connections will link Sunnyvale and Mountain View networks and the countywide commuter bicycle lanes on Central Expressway. The undercrossing will also connect new high-density housing to the south with job center developments to the north.

Aligns with Multiple Policies & Initiatives

- ➔ Active Transportation Plans
- ➔ Vision Zero Plans
- ➔ Climate Action Plans
- ➔ Green Stormwater Infrastructure Plan
- ➔ Complete Streets Policies
- ➔ VTA & MTC Regional Transportation Plans

Sunnyvale.ca.gov

Heart of Silicon ValleySM

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E-MAIL
Assemblymember.Low@assembly.ca.gov



COMMITTEES
COMMUNICATIONS AND CONVEYANCE
ELECTIONS
GOVERNMENTAL ORGANIZATION
HIGHER EDUCATION
CHAIR: ASIAN PACIFIC ISLANDER
LEGISLATIVE CAUCUS
CO-CHAIR: CALIFORNIA LEGISLATIVE
TECHNOLOGY AND INNOVATION CAUCUS

March 5, 2024

Senator Alex Padilla
331 Hart Senate Office Building
Washington, DC 20510

RE: Congressionally Directed Spending Request – Undercrossing for Bernardo Avenue

Dear Senator Padilla,

I am writing to respectfully urge you to support the City of Sunnyvale's Community Project Funding request to build a pedestrian and bicycle undercrossing to connect North and South Bernardo Avenue.

While California continues to lead the nation in investing in reducing emissions through vehicular transportation, Sunnyvale has shown its commitment to supporting these sustainability and environmental goals through projects to encourage people to walk or bike safely through its ambitious Climate Action Plan. Not only would the proposed undercrossing connect North and South Bernardo Avenue in Sunnyvale, but the active transportation networks between Sunnyvale and Mountain View would also become integrated for those who walk and bike.

Wider roadways such as Expressways can be challenging for pedestrians and cyclists, considering the distance to a crossing and safety. As the undercrossing would go beneath the Caltrain railroad tracks and the highly-trafficked Central Expressway, this project involves collaboration between the Cities of Sunnyvale, Mountain View, the California Department of Transportation, and the County of Santa Clara. Not only would this project benefit residents of Sunnyvale, but it reflects the regional collaboration required on the local, state, and federal levels to invest in equitable connectivity of our transportation systems and an investment in an environmentally-friendly future.

As a committed advocate for the safety of Sunnyvale residents and the sustainability of the community, I respectfully ask for your support for the undercrossing on Bernardo Avenue in Sunnyvale. Thank you for your kind consideration of this request. Please do not hesitate to reach out to my office at (408) 446-2810 if you have any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read "Evan Low", is written over a light blue horizontal line.

Evan Low
Assemblymember, 26th District – San José/Silicon Valley

Otto Lee

County of Santa Clara Supervisor, Third District

County Government Center, East Wing

70 West Hedding Street, 10th Floor

San Jose, California 95110

Tel: (408) 299-5030 Fax: (408) 298-6637

supervisor.lee@bos.sccgov.org www.supervisorlee.org



March 1, 2024

The Honorable Alex Padilla
United States Senate
331 Hart Senate Office Building
Washington, DC 20510

RE: FY 2025 Federal Funding Request from the City of Sunnyvale – Bernardo Avenue Undercrossing and Safe Routes to Schools and Parks

Dear Senator Padilla:

I am pleased to support the City of Sunnyvale's request for funding for two very important active transportation improvement projects:

- Bernardo Avenue Undercrossing
- Safe Routes to Schools and Parks

The Bernardo Avenue Undercrossing project will provide a separated pedestrian and bicycle pathway that will go beneath major crossing barriers including the Caltrain railroad tracks and Central Expressway. This separated pathway will provide a safe and connected link to Sunnyvale and Mountain View pedestrian and bicycle networks and the countywide commuter bicycle lanes on Central Expressway, serving as an important link between residential neighborhoods to over 200,000 jobs nearby. The Safe Routes to Schools & Parks project will improve safety for students walking and biking near schools and parks at four locations. Providing better walking and bicycling routes to and from schools and parks will encourage parents and students to choose to walk or bike to their destination.

Both of the proposed projects align with the City's goals of having low-stress routes, crossing major barriers, safe routes to school and connecting the community. The projects will promote active transportation, mode shift, safety, equity, and connectivity. By enhancing the safety and improving the comfortability in the pedestrian and bicycle networks, these projects will expand mode choice and reduce automobile trips. In addition, these projects support our shared goal of reducing vehicle miles travelled and greenhouse gas emissions.

The City of Sunnyvale was designed for a vastly different transportation landscape. Not only will the Bernardo Avenue Undercrossing and Safe Routes to Schools & Parks projects contribute to an improved transportation network and related environmental benefits, they also serve an important role in safely connecting people and communities. Most importantly, these projects will serve an area with a combined enrollment of 1,200 students, many of whom come from socio-economically disadvantaged families. My office has been in communication with numerous families, school officials, school board members, and advocates who have expressed concern about pedestrian and biker health and safety in Sunnyvale. With these projects, a little will go a long way in protecting the community's health and safety.

Thank you for your kind consideration of this request. If you have any questions, please do not hesitate to contact my Chief of Staff, Wendy Ho at (408) 299-5030 or via email at wendy.ho@bos.sccgov.org.

Sincerely,

Otto O. Lee



456 West Olive Avenue
Sunnyvale, CA 94088-3707

408-730-7473
Sunnyvale.ca.gov

March 26, 2024

The Honorable Alex Padilla
United States Senate
331 Hart Senate Office Building
Washington, DC 20510

**RE: FY 2025 Community Project Funding Request from the City of Sunnyvale –
Build the Cleanwater Center**

Dear Senator Padilla:

On behalf of the City of Sunnyvale, we respectfully submit a Community Project Funding request for \$10,000,000 to build the Cleanwater Center located at 1444 Borregas Ave.

Sunnyvale's Water Pollution Control Plant is one of the oldest on the West Coast. It works around the clock to provide essential wastewater treatment for residents and businesses. The Cleanwater Center is one of the necessary upgrades planned for this aging facility. Designed to LEED Gold standards, it will be an operational hub for the 67-person team who operates, maintains, and manages the Plant. Consolidating critical functions into a modern facility will achieve numerous operational, sustainability and regulatory goals.

The enclosed Build the Cleanwater Center Project Sheet outlines the benefits to Californians by funding this upgrade project.

Thank you for considering our request. Please do not hesitate to contact me or Ramana Chinnakotla, Director of Environmental Services, at rchinnakotla@sunnyvale.ca.gov if you have any questions.

Sincerely,

Larry Klein
Mayor

enc. Build the Cleanwater Center Project Sheet
Community Support Letters (4)

Larry Klein
Mayor

Murali Srinivasan
Vice Mayor

Russ Melton
Councilmember

Alysa Cisneros
Councilmember

Omar Din
Councilmember

Richard Mehlinger
Councilmember

Linda Sell
Councilmember

cc: City Council
Kent Steffens, City Manager
Sarah Johnson-Rios, Assistant City Manager
Ramana Chinnakotla, Director of Environmental Services

Build the Cleanwater Center

Our wastewater **treatment plant is one of the oldest on the West Coast.** It works around the clock to provide essential wastewater treatment for residents and businesses. The **Cleanwater Center** is one of the **necessary upgrades planned for this aging facility.** Designed to LEED Gold standards, it will be an **operational hub for the 67-person team** who operates, maintains and manages the Plant. **Consolidating critical functions into a modern facility** will achieve numerous operational, sustainability and regulatory goals.

Quick Facts







MEETS GOALS  City  County  Bay Area
 State  Federal

PROJECT NEED Sunnyvale's Master Plan to rebuild its aging wastewater facility identified this project as a replacement priority (SunnyvaleCleanwater.com).

LOCATION 1444 Borregas Ave.

PROPOSED SIZE 26,574 square feet

This Essential Project Will:

-  Improve operations by consolidating functions currently fragmented across multiple locations
-  Replace multiple buildings that no longer meet current building and accessibility codes
-  Update the laboratory to follow best practice standards
-  Add an educational meeting space to engage with our community about protecting water quality and the Bay
-  Create a modern facility that will help attract and retain staff
-  Help achieve environmental and regulatory goals



Cleanwater Center: A Vital Hub for Plant Operations

Sunnyvale's Water Pollution Control Plant has provided reliable 24/7 wastewater treatment since its construction in 1956. However, the Plant's existing facilities are reaching the end of their useful life. Upgrades are necessary to reliably meet increasingly stringent environmental and regulatory requirements. The Cleanwater Program is the City's long-term plan to upgrade and replace key facilities. The renovated Plant will be more operationally resilient, use more cost-effective technologies, be more energy efficient, and promote resource recovery. The Cleanwater Center will serve as a vital hub of operations for the team that runs and maintains the Plant. It will include a modern environmental laboratory for testing waste streams, a control room to monitor the thousands of daily measurements, a maintenance shop and warehouse, staff office and training facilities, and public education space.

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FREMONT, CA 94538
TEL (510) 794-3900

SENATOR.WAHAB@SENATE.CA.GOV

California State Senate

SENATOR AISHA WAHAB, MBA

TENTH SENATE DISTRICT

ASSISTANT MAJORITY LEADER
CHAIR, PUBLIC SAFETY COMMITTEE
CHAIR, BUDGET SUBCOMMITTEE NO. 5



March 11, 2024

The Honorable Alex Padilla
331 Hart Senate Office Building
Washington, DC 20510

SUBJECT: FY 2025 Congressionally Directed Spending Request from the City of Sunnyvale – Build the Cleanwater Center

Dear Senator Padilla:

I am pleased to support the City of Sunnyvale's request for funding to Build the Cleanwater Center.

Sunnyvale's Water Pollution Control Plant has provided reliable 24/7 wastewater treatment since its construction in 1956, making it one of the oldest on the West Coast. However, the Plant's existing facilities are reaching the end of their useful life. Upgrades are necessary to reliably meet increasingly stringent environmental and regulatory requirements.

The Cleanwater Center is one of the necessary upgrades planned for this aging facility. Designed to LEED Gold standards, it will be an operational hub for the 67-person team who operates, maintains and manages the Plant. Consolidating critical functions into a modern facility will achieve numerous operational, sustainability and regulatory goals.

The Cleanwater Program is the City's long-term plan to upgrade and replace key facilities. The renovated Plant will be more operationally resilient, use more cost-effective technologies, be more energy efficient, and promote resource recovery. The Cleanwater Center will serve as a vital hub of operations for the team that runs and maintains the Plant. It will include a modern environmental laboratory for testing waste streams, a control room to monitor the thousands of daily measurements, a maintenance shop and warehouse, staff office and training facilities, and public education space.

Sincerely,

A handwritten signature in black ink that reads "Aisha Wahab". The signature is fluid and cursive, with a long horizontal stroke at the bottom.

Senator Aisha Wahab
California State Senate, District 10

Otto Lee

County of Santa Clara Supervisor, Third District

County Government Center, East Wing

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San Jose, California 95110

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March 11, 2024

The Honorable Alex Padilla
331 Hart Senate Office Building
Washington, DC 20510

SUBJECT: FY 2025 Congressionally Directed Spending Request from the City of Sunnyvale – Build the Cleanwater Center

Dear Senator Padilla:

I am pleased to offer this letter of support for the City of Sunnyvale's request for Congressional project funding to construct the Cleanwater Center. This project is a vital component of the city's broader effort to upgrade its aging wastewater treatment facilities, which have been a cornerstone of public health and environmental protection since their inception in 1956.

The Cleanwater Center, designed to meet LEED Gold standards, represents a significant advancement in the city's ability to manage its wastewater treatment operations efficiently and sustainably. The new facility will consolidate operations currently spread across multiple outdated buildings, enhancing operational effectiveness, and ensuring compliance with modern building and accessibility codes. Moreover, this project will modernize the laboratory facilities, follow best practice standards, and create a vital educational space for community engagement on water quality and environmental stewardship.

The City of Sunnyvale has outlined the necessity of this project within its Master Plan, identifying the Cleanwater Center as a replacement priority essential for the community's wellbeing. The proposed 26,574 square foot facility will serve as an operational hub for the dedicated 67-person team responsible for the plant's round-the-clock operation.

With a total project cost of \$72 million, the city is seeking \$10 million in federal funding to help make this project a reality. The investment in the Cleanwater Center will yield significant benefits for the City of Sunnyvale, including improved operations, enhanced staff recruitment and retention, and the achievement of environmental and regulatory goals. The project aligns with the objectives of city, state, county, and federal environmental initiatives, demonstrating its broad relevance and impact. As the former “Green Mayor of Sunnyvale”, I wholeheartedly support this request.

Thank you for your attention to this matter and for your ongoing commitment to environmental stewardship and public health. If you have any questions, please do not hesitate to contact my Chief of Staff, Wendy Ho at (408) 299-5030 or via email at wendy.ho@bos.sccgov.org.

Sincerely,

Otto O. Lee

March 18, 2024

The Honorable Alex Padilla
331 Hart Senate Office Building
Washington, DC 20510

SUBJECT: FY 2025 Congressionally Directed Spending Request from the City of Sunnyvale – Build the Cleanwater Center

Dear Senator Padilla:

As a former Council Member in Sunnyvale and the current Executive Director of Silicon Valley Leadership dba Leadership Sunnyvale, I enthusiastically support the City of Sunnyvale's request for funding to Build the Cleanwater Center. This will provide an educational opportunity and location benefiting residents, schools, businesses and nonprofit organizations to learn about our water, sanitation, and sustainability issues locally and regionally.

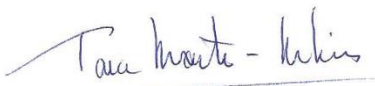
Sunnyvale's Water Pollution Control Plant has provided reliable 24/7 wastewater treatment since its construction in 1956, making it one of the oldest on the West Coast. However, the Plant's existing facilities are reaching the end of their useful life. Upgrades are necessary to reliably meet increasingly stringent environmental and regulatory requirements.

The Cleanwater Center is one of the necessary upgrades planned for this aging facility. Designed to LEED Gold standards, it will be an operational hub for the 67-person team who operates, maintains and manages the Plant. Consolidating critical functions into a modern facility will achieve numerous operational, sustainability and regulatory goals. It will also serve as our public welcome center, equipped with educational materials and built to support the continuation of Sunnyvale's educational programs and tours.

The Cleanwater Program is the City's long-term plan to upgrade and replace key facilities. The renovated Plant will be more operationally resilient, use more cost-effective technologies, be more energy efficient, and promote resource recovery. The Cleanwater Center will serve as a vital hub of operations for the team that runs and maintains the Plant. It will include a modern environmental laboratory for testing waste streams, a control room to monitor the thousands of daily measurements, a maintenance shop and warehouse, staff office and training facilities, and public education space.

Thank you for your kind consideration of this request. If you have any questions, please do not hesitate to contact me through email at Tara.Martin@LeadershipSunnyvale.org.

Sincerely,

A handwritten signature in blue ink that reads "Tara Martin - Milius". The signature is written in a cursive, flowing style.

Tara Martin-Milius

March 19, 2024

The Honorable Alex Padilla
331 Hart Senate Office Building
Washington, DC 20510

SUBJECT: FY 2025 Congressionally Directed Spending Request from the City of Sunnyvale – Build the Cleanwater Center

Dear Senator Padilla:

I am pleased to support the City of Sunnyvale's request for funding to Build the Cleanwater Center. Sunnyvale's Water Pollution Control Plant has provided reliable 24/7 wastewater treatment since its construction in 1956, making it one of the oldest on the West Coast. However, the Plant's existing facilities are reaching the end of their useful life. Upgrades are necessary to reliably meet increasingly stringent environmental and regulatory requirements.

The Cleanwater Center is one of the necessary upgrades planned for this aging facility. Designed to LEED Gold standards, it will be an operational hub for the 67-person team who operates, maintains and manages the Plant. Consolidating critical functions into a modern facility will achieve numerous operational, sustainability and regulatory goals. It will also serve as our public welcome center, equipped with educational materials and built to support the continuation of Sunnyvale's educational programs and tours.

The Cleanwater Program is the City's long-term plan to upgrade and replace key facilities. The renovated Plant will be more operationally resilient, use more cost-effective technologies, be more energy efficient, and promote resource recovery. The Cleanwater Center will serve as a vital hub of operations for the team that runs and maintains the Plant. It will include a modern environmental laboratory for testing waste streams, a control room to monitor the thousands of daily measurements, a maintenance shop and warehouse, staff office and training facilities, and public education space.

Thank you for your kind consideration of this request. If you have any questions, please do not hesitate to me.

Sincerely,

A handwritten signature in cursive script that reads "Peggy S. Brewster". The signature is written in dark ink and is positioned above the printed name and contact information.

Peggy Shen Brewster
Resident of Sunnyvale, 94085
(408) 661-0372
peggyshenbrewster@gmail.com



456 West Olive Avenue
Sunnyvale, CA 94088-3707

408-730-7473
Sunnyvale.ca.gov

March 26, 2024

The Honorable Alex Padilla
United States Senate
331 Hart Senate Office Building
Washington, DC 20510

**RE: FY 2025 Community Project Funding Request from the City of Sunnyvale –
Rebuild Fire Station 2**

Dear Senator Padilla:

Larry Klein
Mayor

Murali Srinivasan
Vice Mayor

Russ Melton
Councilmember

Alysa Cisneros
Councilmember

Omar Din
Councilmember

Richard Mehlinger
Councilmember

Linda Sell
Councilmember

On behalf of the City of Sunnyvale, we respectfully submit a Community Project Funding request for \$5,000,000 to rebuild the old and out-of-date Fire Station 2 located at 795 E. Arques Ave. In addition to serving our community, Fire Station 2 is a countywide training workhorse. It serves as a regional fire academy training facility for Sunnyvale Department of Public Safety and fire departments throughout Santa Clara County.

This replacement and expansion project will:

- Improve emergency response services to East Central Sunnyvale
- Meet higher training demand in response to intensifying fire seasons throughout the state
- Improve interoperability among jurisdictions by expanding capacity for regional training
- Increase emergency preparedness by training more community volunteers
- Achieve sustainability goals with green building design

Thank you for considering our request. Please do not hesitate to contact me or Chief Phan Ngo, Director of Public Safety, at pngo@sunnyvale.ca.gov if you have any questions.

Sincerely,

Larry Klein
Mayor

enc. Rebuild Fire Station 2 Project Sheet
 Community Support Letters (5)

cc: City Council
 Kent Steffens, City Manager
 Sarah Johnson-Rios, Assistant City Manager
 Phan Ngo, Director of Public Safety

Rebuild Fire Station 2

California faces a growing threat from fires. In 2020, five of the largest fires in our state's history burned at the same time. They destroyed thousands of buildings and forced hundreds of thousands of evacuations. **Our firefighters are on the frontlines, called to emergencies locally and statewide.** They need modern facilities and robust training to be effective first responders. For them to better prepare for and respond to emergencies, we need to **rebuild the old and out-of-date Fire Station 2.**

Quick Facts



MEETS GOALS ✓ City ✓ County ✓ State

PROJECT NEED The 2021 Fire Station Masterplan identified Station 2 as being past its useful service life

LOCATION 795 E. Arques Ave.

PROPOSED SQUARE FOOTAGE
Approx. 20,500 s.f.

Fire Station 2 is a Countywide Training Workhorse

Fire Station 2 is one of only two facilities to offer numerous required training courses for firefighters countywide. This includes the 17-week Joint Fire Academy. The Station also hosts emergency preparedness training for community volunteers and annual in-service training for Sunnyvale's public safety officers. Rebuilding the Station would allow us to meet the high local and regional training demand in a modern sustainable facility.

Why Rebuild?

- ➔ Living conditions lack modern health and safety features for fire personnel
- ➔ Aging, energy inefficient facility is costly to maintain
- ➔ Cramped and dated trailers used for classrooms
- ➔ Not enough restrooms; must rent portable toilets for training classes
- ➔ Inadequate equipment storage



400+ people trained annually



60 age of Station 2

This Project Will:

- ➔ Improve emergency response services to East-Central Sunnyvale
- ➔ Meet higher training demand in response to intensifying fire seasons throughout the state
- ➔ Improve interoperability among jurisdictions by expanding capacity for regional training
- ➔ Increase emergency preparedness by training more community volunteers
- ➔ Ensure living and working conditions meet modern health and safety standards
- ➔ Achieve sustainability goals with all-electric green building design

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SENATOR.WAHAB@SENATE.CA.GOV

California State Senate

SENATOR AISHA WAHAB, MBA

TENTH SENATE DISTRICT

ASSISTANT MAJORITY LEADER
CHAIR, PUBLIC SAFETY COMMITTEE
CHAIR, BUDGET SUBCOMMITTEE NO. 5



March 11, 2024

The Honorable Alex Padilla
331 Hart Senate Office Building
Washington, DC 20510

SUBJECT: FY 2025 Congressionally Directed Spending Request from the City of Sunnyvale – Rebuild Fire Station 2

Dear Senator Padilla:

I am pleased to support the City of Sunnyvale's request for rebuild of Fire Station 2 located at 795 East Arques Avenue.

Fire Station 2 is nearly 60 years old and has quickly outgrown its original footprint and is well past due its expected useful service life. The station currently does not have enough restrooms or equipment storage. The facilities also lack features that are standard in most modern stations, leading to higher utility costs and inadequate living conditions.

The station serves as a vital training center, serving more than 400 people annually. It is one of only two facilities that offers required training for firefighters in Santa Clara County, which is home to more than 4 million people. With wildfires remaining a constant risk, it is critical that we continue to invest in facilities that support training our first responders. In addition, Fire Station 2 hosts emergency preparedness training for volunteers and city public safety officers.

Rebuilding the station will improve emergency response in east-central Sunnyvale, accommodate greater utilization by public safety personnel and enhance regional training capacity. It will also help the City achieve its sustainability goals for green building design and construction.

Thank you for your kind consideration of this request. If you have any questions, please do not hesitate to contact my office at 916-651-4410 or senator.wahab@sen.ca.gov

Sincerely,

A handwritten signature in black ink that reads "Aisha Wahab". The signature is fluid and cursive, with a long horizontal stroke at the bottom.

Senator Aisha Wahab
California State Senate, District 10

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E-MAIL
Assemblymember.Low@assembly.ca.gov



COMMITTEES
COMMUNICATIONS AND CONVEYANCE
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HIGHER EDUCATION
CHAIR: ASIAN PACIFIC ISLANDER
LEGISLATIVE CAUCUS
CO-CHAIR: CALIFORNIA LEGISLATIVE
TECHNOLOGY AND INNOVATION CAUCUS

March 5, 2024

Senator Alex Padilla
331 Hart Senate Office Building
Washington, DC 20510

RE: Congressionally Directed Spending Request – Sunnyvale Fire Station 2

Dear Senator Padilla,

I am writing to respectfully urge you to support the City of Sunnyvale's Community Project Funding request to rebuild Fire Station 2, located at 795 East Arques Avenue.

With California facing a growing threat of fires annually, firefighters are on the frontlines. As such, they require modern facilities and robust training. Nearly 60 years old, Fire Station 2 is old and out-of-date, negatively impacting the effectiveness of our first responders. Fire Station 2 specifically trains over 400 people annually; they are one of only two facilities to offer numerous training courses for firefighters not only for the City of Sunnyvale but countywide as well. The current living conditions of the fire station lack modern health and safety features for fire personnel, is costly to maintain due to the energy inefficiency of the facility, has a limited number of classrooms available, and currently has inadequate equipment storage.

By rebuilding Fire Station 2, the City of Sunnyvale would be able to meet higher demand in response to intensifying fire seasons throughout the State, improve interoperability among jurisdictions by expanding capacity for regional training, increase emergency preparedness by training more community volunteers, ensure living and working conditions meet modern health and safety standards, and achieve sustainability goals with green building design.

As a committed advocate for the safety of Sunnyvale residents and the County as a whole, as well as the sustainability of the community, I respectfully ask for your support to rebuild Fire Station 2 in Sunnyvale. Thank you for your kind consideration of this request. Please do not hesitate to reach out to my office at (408) 446-2810 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Evan Low", with a long, sweeping horizontal line extending to the right.

Evan Low
Assemblymember, 26th District – San José/Silicon Valley

Otto Lee

County of Santa Clara Supervisor, Third District

County Government Center, East Wing

70 West Hedding Street, 10th Floor

San Jose, California 95110

Tel: (408) 299-5030 Fax: (408) 298-6637

supervisor.lee@bos.sccgov.org www.supervisorlee.org



February 13, 2024

The Honorable Alex Padilla

United States Senate

112 Hart Senate Office Building

Washington, DC 20510

RE: FY 2025 Congressionally Directed Spending Request from the City of Sunnyvale – Rebuild Fire Station 2

Dear Senator Padilla:

I am pleased to support the City of Sunnyvale's request for rebuild of Fire Station 2 located at 795 East Arques Avenue.

Fire Station 2 is nearly 60 years old and has quickly outgrown its original footprint and is well past due its expected useful service life. The station currently does not have enough restrooms or equipment storage. The facilities also lack features that are standard in most modern stations, leading to higher utility costs and inadequate living conditions.

The station serves as a vital training center, serving more than 400 people annually. It is one of only two facilities that offers required training for firefighters in Santa Clara County, a county home to more than 4 million people. With wildfires becoming more and more prevalent, it is critical that we continue to invest in facilities that support training our first responders. In addition, Fire Station 2 hosts emergency preparedness training for volunteers and city public safety officers.

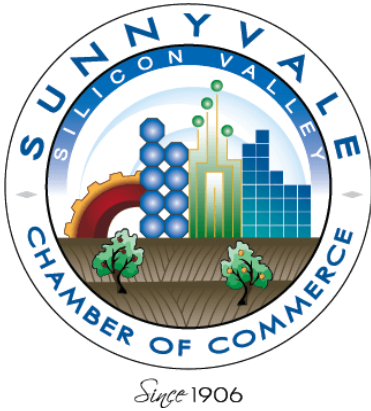
Rebuilding the station will improve emergency response in east-central Sunnyvale, accommodate greater utilization by public safety personnel, and enhance regional training capacity. It will also help the City achieve its sustainability goals for green building design and construction.

Thank you for your kind consideration of this request. If you have any questions, please do not hesitate to contact my Chief of Staff, Wendy Ho at (408) 299-5030 or via email at wendy.ho@bos.sccgov.org.

Sincerely,

A handwritten signature in blue ink that reads "Otto Lee".

Otto O. Lee



Sunnyvale Chamber of Commerce
100 S. Murphy Avenue Suite 200
Sunnyvale, CA 94086
(408) 736-4971

info@svcoc.org

March 1, 2024

Senator Alex Padilla, United States Senate
112 Hart Senate Office Building, Washington, DC 20510

**RE: FY 2024 Congressionally Directed Spending Request from the
City of Sunnyvale – Rebuild Fire Station 2**

Dear Senator Padilla,

The Sunnyvale Chamber of Commerce is pleased to support the City of Sunnyvale's request to rebuild Fire Station 2 located at 795 East Arques Avenue.

Fire Station 2 was built in 1964 and has quickly outgrown its original footprint and is well past due its expected useful service life. The station currently does not have enough restrooms or equipment storage.

The station serves as a vital training center, serving more than 400 people annually. It is one of only two facilities that offers required training for firefighters in Santa Clara County, a county home to more than 4 million people. With wildfires becoming more and more prevalent, it is critical that we continue to invest in facilities that support training our first responders. In addition, Fire Station 2 hosts emergency preparedness training for volunteers and city public safety officers.

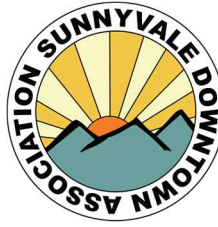
Rebuilding the station will improve emergency response in east-central Sunnyvale, accommodate greater utilization by public safety personnel, and enhance regional training capacity. Our firefighters are on the frontlines, called to emergencies locally and statewide. Modern facilities will allow them to better prepare and respond to the needs our community and our state.

Thank you for your consideration. Do not hesitate to contact me with any questions.

Regards,

Marie Bernard

Marie Bernard, Board Member/Treasurer
Sunnyvale Chamber of Commerce



February 28, 2024

The Honorable Alex Padilla
United States Senate
112 Hart Senate Office Building
Washington, DC 20510

SUBJECT: FY 2025 Congressionally Directed Spending Request from the City of Sunnyvale – Rebuild Fire Station 2

Dear Senator Padilla:

On behalf of the Sunnyvale Downtown Association (SDA) and our Board of Directors, we are in support of the city of Sunnyvale's request for rebuild of Fire Station 2 located at 795 East Arques Avenue.

Fire Station 2 is nearly 60 years old and has quickly outgrown its original footprint and is well past due to its expected useful service life. The station currently does not have enough restrooms or equipment storage. The facilities also lack features that are standard in most modern stations, leading to higher utility costs and inadequate living conditions.

The station serves as a vital training center, serving more than 400 people annually. It is one of only two facilities that offers required training for firefighters in Santa Clara County, a county home to more than 4 million people. With wildfires becoming more and more prevalent, it is critical that we continue to invest in facilities that support training our first responders. In addition, Fire Station 2 hosts emergency preparedness training for volunteers and city public safety officers.

Rebuilding the station will improve emergency response in east-central Sunnyvale, accommodate greater utilization by public safety personnel, and enhance regional training capacity. It will also help the City achieve its sustainability goals for green building design and construction.

Thank you for your kind consideration of this request. If you have any questions, please do not hesitate to contact our Director of Operations, Kristina Kawczynski at 408-516-7217 or Kristina@sunnyvaledowntown.com.

Sincerely,

Mike Johnson

Executive Director
Sunnyvale Downtown Association



456 West Olive Avenue
Sunnyvale, CA 94088-3707

408-730-7473
Sunnyvale.ca.gov

March 26, 2024

The Honorable Alex Padilla
United States Senate
331 Hart Senate Office Building
Washington, DC 20510

**RE: FY 2025 Community Project Funding Request from the City of Sunnyvale –
Safe Routes to Schools and Parks**

Dear Senator Padilla:

Larry Klein
Mayor

Murali Srinivasan
Vice Mayor

Russ Melton
Councilmember

Alysa Cisneros
Councilmember

Omar Din
Councilmember

Richard Mehlinger
Councilmember

Linda Sell
Councilmember

On behalf of the City of Sunnyvale, we respectfully submit a Community Project Funding request for \$3,625,000 to make walking and biking safer near schools and parks at three locations. These infrastructure improvements align with numerous local, state and federal policies and initiatives, and have significant health, safety and environmental benefits. Additionally, we would be investing in neighborhoods that have a high percentage of socio-economically disadvantaged families.

The enclosed Safe Routes to Schools and Parks Project Sheet outlines the benefits to Californians by funding these improvements.

Thank you for considering our request. Please do not hesitate to contact me or Chip Taylor, Director of Public Works, at ctaylor@sunnyvale.ca.gov if you have any questions.

Sincerely,

Larry Klein
Mayor

enc. Safe Routes to Schools and Parks Project Sheet
Community Support Letters (3)

cc: City Council
Kent Steffens, City Manager
Sarah Johnson-Rios, Assistant City Manager
Chip Taylor, Director of Public Works

Safe Routes to Schools & Parks

Sunnyvale's neighborhoods were not designed for the car volumes we see today. The resulting **congestion around schools and parks causes concerns** in our community about safety, air quality and access. **Safer routes will encourage walking and biking** which are healthier for people and better for the environment. The schools proposed for these **Safe Routes projects** have a combined enrollment of 1,200 students with a high percentage of socio-economically disadvantaged families. **Investing in these neighborhoods will improve overall health, safety, and connectivity.**

Quick Facts

Requested Funds



\$3.625 M

Total Project Cost



\$3.625 M



MEETS GOALS ☒ City ☒ County ☒ Bay Area
☒ State ☒ Federal

PROJECT NEED The 2020 Active Transportation Plan identified and prioritized these locations for safety improvements.

LOCATION

- ➔ **Braly Elementary School & Ponderosa Park:**
Iris Avenue/Gail Avenue
- ➔ **Lakewood Elementary School, John W. Christian Greenbelt, and Meadowlake Drive/John W. Christian Greenbelt**
- ➔ **Vargas Elementary School:**
Leota Avenue/Carson Drive and Leota Avenue/Washington Avenue

Improvements for Safer Travel

- ➔ Corner curb and sidewalk extensions
- ➔ Pedestrian safety signs and striping
- ➔ ADA curb ramps

This Project Will:

- ➔ Encourage walking and biking for all ages and abilities
- ➔ Reduce vehicle speeds
- ➔ Improve visibility for travelers
- ➔ Reduce crossing distances at busy intersections
- ➔ Expand and connect walking and biking networks
- ➔ Reduce negative environmental impacts
- ➔ Expand green stormwater infrastructure

Aligns with Multiple Policies & Initiatives

- ➔ Active Transportation Plan
- ➔ Vision Zero Plan
- ➔ Climate Action Plan
- ➔ Green Stormwater Infrastructure Plan
- ➔ Complete Streets Policies
- ➔ MTC Plan Bay Area 2050

Otto Lee

County of Santa Clara Supervisor, Third District

County Government Center, East Wing

70 West Hedding Street, 10th Floor

San Jose, California 95110

Tel: (408) 299-5030 Fax: (408) 298-6637

supervisor.lee@bos.sccgov.org www.supervisorlee.org



March 1, 2024

The Honorable Alex Padilla
United States Senate
331 Hart Senate Office Building
Washington, DC 20510

RE: FY 2025 Federal Funding Request from the City of Sunnyvale – Bernardo Avenue Undercrossing and Safe Routes to Schools and Parks

Dear Senator Padilla:

I am pleased to support the City of Sunnyvale's request for funding for two very important active transportation improvement projects:

- Bernardo Avenue Undercrossing
- Safe Routes to Schools and Parks

The Bernardo Avenue Undercrossing project will provide a separated pedestrian and bicycle pathway that will go beneath major crossing barriers including the Caltrain railroad tracks and Central Expressway. This separated pathway will provide a safe and connected link to Sunnyvale and Mountain View pedestrian and bicycle networks and the countywide commuter bicycle lanes on Central Expressway, serving as an important link between residential neighborhoods to over 200,000 jobs nearby. The Safe Routes to Schools & Parks project will improve safety for students walking and biking near schools and parks at four locations. Providing better walking and bicycling routes to and from schools and parks will encourage parents and students to choose to walk or bike to their destination.

Both of the proposed projects align with the City's goals of having low-stress routes, crossing major barriers, safe routes to school and connecting the community. The projects will promote active transportation, mode shift, safety, equity, and connectivity. By enhancing the safety and improving the comfortability in the pedestrian and bicycle networks, these projects will expand mode choice and reduce automobile trips. In addition, these projects support our shared goal of reducing vehicle miles travelled and greenhouse gas emissions.

The City of Sunnyvale was designed for a vastly different transportation landscape. Not only will the Bernardo Avenue Undercrossing and Safe Routes to Schools & Parks projects contribute to an improved transportation network and related environmental benefits, they also serve an important role in safely connecting people and communities. Most importantly, these projects will serve an area with a combined enrollment of 1,200 students, many of whom come from socio-economically disadvantaged families. My office has been in communication with numerous families, school officials, school board members, and advocates who have expressed concern about pedestrian and biker health and safety in Sunnyvale. With these projects, a little will go a long way in protecting the community's health and safety.

Thank you for your kind consideration of this request. If you have any questions, please do not hesitate to contact my Chief of Staff, Wendy Ho at (408) 299-5030 or via email at wendy.ho@bos.sccgov.org.

Sincerely,

Otto O. Lee

March 22, 2024

The Honorable Alex Padilla
United States Senate
331 Hart Senate Office Building
Washington, DC 20510

RE: FY 2025 Federal Funding Request from the City of Sunnyvale – Safe Routes to Schools and Parks

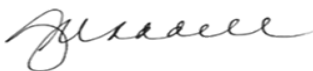
Dear Senator Padilla:

I am pleased to support the City of Sunnyvale's request for funding for the Safe Routes to Schools & Parks project, which will improve safety for students walking and biking near schools and parks at four locations. This project is important because it supports a network of bicycle and pedestrian facilities that our community desperately needs. We know that supporting our students to get to and from school safely is critical; providing better walking and bicycling routes to and from schools and parks will help encourage residents to choose to walk or bike to their destination. This can reduce the number of vehicles on our roadways and therefore increase health benefits for all Sunnyvale community members.

A primary obstacle preventing more Sunnyvale residents and visitors from walking and bicycling is the lack of adequate infrastructure in the community, including the absence of comfortable crossings at arterial roadways, enhanced crosswalks and ADA curb ramps, especially around Braly Elementary School in the Santa Clara Unified School District. I believe the proposed improvements will address these and other challenges and will lead to an increase in bicycling and walking around the city and to Braly Elementary School.

I look forward to the positive impact this project will have to the Sunnyvale community and on children and youth, and welcome the opportunity to show my support for this request for funding.

Sincerely,



Gary Waddell, Ed.D.
Superintendent



Board of Education
Isabel Jubes-Flamerich
Eileen Le
Michelle Maginot
Nancy Newkirk
Bridget Watson

March 22, 2024

The Honorable Alex Padilla
United States Senate
331 Hart Senate Office Building
Washington, DC 20510

RE: FY 2025 Federal Funding Request from the City of Sunnyvale – Safe Routes to Schools and Parks

Dear Senator Padilla:

I am pleased to support the City of Sunnyvale's request for funding for the Safe Routes to Schools & Parks project which will improve safety for students walking and biking near schools and parks at four locations. I believe this project is important because it supports a network of bicycle and pedestrian facilities that our community desperately needs. Providing better walking and bicycling routes to and from schools and parks will help encourage residents to choose to walk or bike to their destination. This can reduce the number of vehicles on our roadways and therefore increase health benefits for all Sunnyvale community members, especially our students.

One of the main obstacles preventing more Sunnyvale residents and visitors from walking and bicycling is the lack of adequate infrastructure in the community, including the absence of comfortable crossings at arterial roadways. I believe the proposed improvements will address these and other challenges and will lead to an increase in bicycling and walking around the city.

I look forward to the positive impact this project will have to the Sunnyvale community and welcome the opportunity to show my support for this request for funding.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Gallagher'.

Michael Gallagher, Ed.D.
Superintendent



456 West Olive Avenue
Sunnyvale, CA 94088-3707

408-730-7473
Sunnyvale.ca.gov

March 26, 2024

The Honorable Alex Padilla
United States Senate
331 Hart Senate Office Building
Washington, DC 20510

**RE: FY 2025 Community Project Funding Request from the City of Sunnyvale –
SMaRT Station NextGen Project**

Dear Senator Padilla:

On behalf of the City of Sunnyvale, we respectfully submit a Community Project Funding request for \$10,000,000 to replace the old equipment at the Sunnyvale SMaRT Station located at 301 Carl Road.

Larry Klein
Mayor

Murali Srinivasan
Vice Mayor

Russ Melton
Councilmember

Alysa Cisneros
Councilmember

Omar Din
Councilmember

Richard Mehlinger
Councilmember

Linda Sell
Councilmember

The SMaRT Station processes nearly 700 tons of solid waste a day from Sunnyvale and Mountain View. Replacing the equipment with modern versions will recover more recyclable and organic material from the waste system and will reduce the City's carbon footprint by 2,200 metric tons annually.

The enclosed SMaRT Station NextGen Project Sheet outlines the benefits to Californians by funding this replacement project.

Thank you for considering our request. Please do not hesitate to contact me or Ramana Chinnakotla, Director of Environmental Services, at rchinnakotla@sunnyvale.ca.gov if you have any questions.

Sincerely,

Larry Klein
Mayor

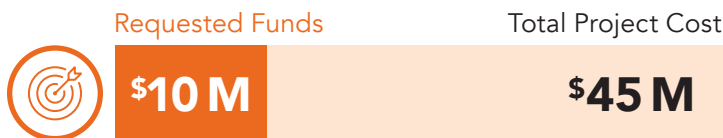
enc. SMaRT Station NextGen Project Sheet
Community Support Letters (3)

cc: City Council
Kent Steffens, City Manager
Sarah Johnson-Rios, Assistant City Manager
Ramana Chinnakotla, Director of Environmental Services

SMaRT Station NextGen Project

The SMaRT Station® has been a **reliable workhorse** for 30 years. The facility **processes nearly 700 tons of solid waste a day** from Sunnyvale and Mountain View. Its main job is to **separate recyclables and organics from garbage** and prepare them for sale. But it's **time to replace the old equipment with modern technology**. This will keep more of these valuable materials out of the landfill and available for reuse. Operations will also be **faster and safer** and **lead to greater greenhouse gas emissions reduction**.

Quick Facts



MEETS GOALS ✓ City ✓ County ✓ Bay Area
✓ State ✓ Federal

PROJECT NEED Helps meet state and local climate action and zero waste goals

LOCATION 301 Carl Road, Sunnyvale

Meeting Zero Waste & Climate Goals

The City of Sunnyvale operates the SMaRT Station. It is a 30-year-old materials recovery and transfer facility built to help meet state recycling mandates. It processes more than 200,000 tons of waste a year from a population of almost 250 thousand. The state now requires organic waste recovery (SB1383). The City also has Zero Waste and Climate Action plans to meet aggressive greenhouse gas reduction goals. These call for increased diversion of material from landfills. To do this, we must upgrade the outdated SMaRT Station equipment. This "NextGen" project will make operations more efficient, enhance employee safety, and recover more recyclable and organic material from our waste stream. This will result in reducing our carbon footprint by 2,200 metric tons annually.



Equipment Upgrades Will:

- ➔ Reduce the City's carbon footprint by 2,200 metric tons annually
- ➔ Increase total waste diversion from the landfill by 50% to 62%
- ➔ Increase organic waste diversion to 75%
- ➔ Improve worker safety by using technology versus hand-sorting
- ➔ Reduce reliance on natural resources by diverting recyclable material
- ➔ Conserve landfill space with improved waste diversion
- ➔ Make the facility energy resilient with solar panels and battery backup systems

CAPITOL OFFICE
1021 O STREET, STE. 7330
SACRAMENTO, CA 95814
TEL (916) 651-4410

DISTRICT OFFICE
39510 PASEO PADRE PARKWAY, STE. 280
FREMONT, CA 94538
TEL (510) 794-3900

SENATOR.WAHAB@SENATE.CA.GOV

California State Senate

SENATOR AISHA WAHAB, MBA

TENTH SENATE DISTRICT

ASSISTANT MAJORITY LEADER
CHAIR, PUBLIC SAFETY COMMITTEE
CHAIR, BUDGET SUBCOMMITTEE NO. 5



March 11, 2024

The Honorable Alex Padilla
331 Hart Senate Office Building
Washington, DC 20510

SUBJECT: FY 2025 Congressionally Directed Spending Request from the City of Sunnyvale – SMaRT Station NextGen Project

Dear Senator Padilla:

I am pleased to support the City of Sunnyvale's request for upgrading City owned Sunnyvale's Material Recovery and Transfer (SMaRT) Station located at 301 Carl Rd.

The SMaRT station serves as a vital environmental facility, serving more than 250,000 residents in the area. It provides valuable environmental benefits to the community by processing the garbage, recycling and organics from residents and businesses. The facility is an asset getting the city closer to City's zero waste goals.

SMaRT Station has been in operation for 30 years. The facility processes nearly 700 tons of solid waste a day from Sunnyvale and Mountain View. Its main job is to separate recyclables and organics from garbage and prepare them for sale. The facility also processes food scraps collected from residents and businesses to eventually convert into an energy resource.

The City has Zero Waste and Climate Action plans to meet aggressive greenhouse gas reduction goals. The state now requires organic waste recovery (SB1383). These call for increased diversion of material from landfills. To do this, City must upgrade the outdated SMaRT Station equipment. This "NextGen" project will make operations more efficient, enhance employee safety, and recover more recyclable and organic material from our waste stream. Operations will also be faster and safer and lead to greater reduction of greenhouse gas emissions. This will result in reducing our carbon footprint by 2,200 metric tons annually.

Thank you for your kind consideration of this request. If you have any questions, please do not hesitate to contact my office at 916-651-4410 or senator.wahab@sen.ca.gov

Sincerely,

A handwritten signature in black ink that reads "Aisha Wahab". The signature is fluid and cursive, with a long horizontal stroke at the bottom.

Senator Aisha Wahab
California State Senate, District 10

Otto Lee

County of Santa Clara Supervisor, Third District

County Government Center, East Wing

70 West Hedding Street, 10th Floor

San Jose, California 95110

Tel: (408) 299-5030 Fax: (408) 298-6637

supervisor.lee@bos.sccgov.org www.supervisorlee.org



March 1, 2024

The Honorable Alex Padilla

U.S. Senate

331 Hart Senate Office Building

Washington, DC 20510

SUBJECT: FY 2025 Congressionally Directed Spending Request from the City of Sunnyvale – SMaRT Station NextGen Project

Dear Senator Padilla:

I am pleased to offer this letter support for the City of Sunnyvale's request for upgrading the City-owned SMaRT (Sunnyvale Material Recovery and Transfer) station located at 301 Carl Road. The SMaRT station is a valuable environmental facility, serving more than 250,000 residents in the area by separating and processing the garbage, recycling and organics from residents and businesses to prepare them for sale.

Over the past 30 years, the SMaRT station has been processing nearly 700 tons of solid waste per day from Sunnyvale and Mountain View, positively impacting the environment and furthering our efforts to combat climate change. To continue to meet new state requirements goals outlined in the Zero Waste and Climate Action plans that now require organic waste recovery (SB1383), the City must upgrade SMaRT equipment to make operations more efficient, energy resilient with solar panels and battery backup systems, enhance employee safety, and recover more recyclable and organic materials from our waste stream. With upgraded equipment, the SMaRT Station NextGen Project can reduce the City's carbon footprint by 2,200 metric tons annually, increase waste diversion from landfill, and greatly reduce greenhouse gas emissions in alignment with the City's environmental goals.

These benefits will have a tremendous impact for generations to come, providing residents with a cleaner and healthier environment for all. I firmly believe that we need to be strong stewards for our planet and am a strong champion for promoting sustainability. As the former "Green Mayor of Sunnyvale", I wholeheartedly support this request.

Thank you for your kind consideration of this request. If you have any questions, please do not hesitate to contact my Chief of Staff, Wendy Ho at (408) 299-5030 or via email at wendy.ho@bos.sccgov.org.

Sincerely,

Otto O. Lee



CITY OF MOUNTAIN VIEW

Office of the Mayor and City Council • 500 Castro Street • Post Office Box 7540 • Mountain View, California 94039-7540
650-903-6305 • FAX 650-903-6039

March 6, 2024

The Honorable Alex Padilla
331 Hart Senate Office Building
Washington, D.C. 20510

SUPPORT FOR THE CITY OF SUNNYVALE'S FISCAL YEAR 2024-25 COMMUNITY PROJECT FUNDING REQUEST FOR THE SMART STATION NEXTGEN PROJECT

Dear Senator Padilla:

On behalf of the City of Mountain View, I am writing in support of the City of Sunnyvale's request for \$10 million in Community Project Funding (CPF) for the Sunnyvale Materials Recovery and Transfer Station (SMaRT Station®) NextGen project, which will upgrade and electrify equipment used to sort recyclables and solid waste at the SMaRT Station.

The SMaRT Station is a 30-year-old material recovery facility (MRF) owned by the City of Sunnyvale. The City of Mountain View has a partnership agreement to use the facility to process solid waste, recyclables, and organic materials. The facility separates recyclables into saleable commodities, ships organics to markets, and processes mixed solid waste to recover recyclable or organic materials.

Mountain View and Sunnyvale are committed to helping to achieve our climate action plans and reduce greenhouse gas emissions. The City of Sunnyvale's project to upgrade the SMaRT Station will increase processing efficiency, enhance employee safety, conserve landfill space, preserve natural resources, and recover more recyclable and organic materials from mixed solid waste.

The City of Sunnyvale estimates that this project will reduce the facility's carbon footprint by 2,200 metric tons a year and increase the facilitywide landfill diversion rate from 46.5% to 61.5%, which supports Mountain View's strategic priorities of sustainability, climate resiliency, and zero waste.

For these reasons, we support this project and the City of Sunnyvale's \$10 million request for the Fiscal Year 2024-25 Community Project Funding.

Sincerely,

A handwritten signature in blue ink, reading "Patricia Showalter".

Patricia Showalter
Mayor

PS/CG/1/MGR/001-03-04-24L

cc: City Council

CM, ACM—Andrews, PWD (Acting), APWD—Skinner, SWPM, ACTM