



City of Sunnyvale

Notice and Agenda City Council

Tuesday, April 20, 2021

5:15 PM

Telepresence Meeting: City Web Stream |
AT&T Channel 99 | Comcast Channel 15

**Special Meeting: Closed Session - 5:15 PM | Special Meeting: Study Session - 6 PM |
Regular Meeting - 7 PM**

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

Because of the COVID-19 emergency and the “shelter in place” orders issued by Santa Clara County and the State of California, this meeting of the Sunnyvale City Council will take place by teleconference, as allowed by Governor Gavin Newsom’s Executive Order N-29-20.

- *Watch the City Council meeting on television over Comcast Channel 15, AT&T Channel 99, at <http://youtube.com/SunnyvaleMeetings> or <https://sunnyvaleca.legistar.com/calendar.aspx>*
- *Submit written comments to the City Council up to 4 hours prior to the meeting to council@sunnyvale.ca.gov or by mail to City Clerk, 603 All America Way, Sunnyvale, CA 94086.*
- *Teleconference participation: You may provide audio public comment by connecting to the teleconference 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

Pursuant to the Americans with Disabilities Act (ADA) and Executive Order N-29-20, if you need special assistance to provide public comment, contact the City at least 2 hours prior to the meeting in order for the City to make reasonable alternative arrangements for you to communicate your comments. 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)).

5:15 P.M. SPECIAL COUNCIL MEETING (Closed Session)

Call to Order

Call to Order via teleconference.

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

- A** [21-0398](#) CONFERENCE WITH LEGAL COUNSEL-PENDING
LITIGATION Closed Session held pursuant to California
Government Code Section 54956.9 (d)(1). Name of Case:
Michael Laurent v. City of Sunnyvale, Santa Clara County
Superior Court, Case No. 19CV355846

Adjourn Special Meeting

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

Call to Order via teleconference.

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** [21-0321](#) Tasman Drive Complete Street Corridor Study Update by
Valley Transportation Authority

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.

The City Council will observe a 15 minute recess at 7:45 p.m.

Call to Order

Call to Order via teleconference.

ROLL CALL

CLOSED SESSION REPORT

SPECIAL ORDER OF THE DAY

- C [21-0390](#) Affordable Housing Month
- D [21-0349](#) Asian Pacific American Heritage Month
- E [21-0519](#) Earthquake Preparedness Month

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 [21-0466](#) Approve City Council Meeting Minutes of April 6, 2021

Recommendation: Approve the City Council Meeting Minutes of April 6, 2021 as submitted.

- 1.B [21-0241](#) 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 [21-0320](#) Approve Budget Modification No. 20 to Appropriate \$3.5 Million in Valley Transportation Authority (VTA) 2016 Measure B Funding and \$389,000 from the Transportation Impact Fee Funds for the Environmental, Permitting, and Design Costs for the Stevens Creek Trail Segment from W. Remington Drive to W. Fremont Avenue and Authorize the City Manager to Execute All Grant-Related Documents

Recommendation: Approve Budget Modification No. 20 to Appropriate \$3,500,000 in Valley Transportation Authority (VTA) 2016 Measure B Funding and \$389,000 from the Transportation Impact Fee Funds for the Environmental, Permitting, and Design Costs for the Stevens Creek Trail Segment from W. Remington Drive to W. Fremont Avenue and Authorize the City Manager to Execute All Grant-Related Documents

- 1.D [21-0143](#) Award of Contract to JJR Construction Inc. for ADA Curb Retrofit (CDBG) 2021 and Finding of CEQA Categorical Exemption

Recommendation: Take the following actions:

- Make a finding of categorical exemption from the California Environmental Act (CEQA) pursuant to CEQA Guidelines Section 15301(c);
- Award a contract in substantially the same form as Attachment 2 to the report in the amount of \$580,328 to JJR Construction Inc.;
- Authorize the City Manager to execute the contract when all necessary conditions have been met; and
- Approve a 20% construction contingency in the amount of \$116,066.

- 1.E [21-0432](#) Award of Contract to Intermountain Slurry Seal, Inc. for Slurry Seal 2021 and Finding of CEQA Categorical Exemption

Recommendation: Take the following actions:

- Make a finding of categorical exemption from the California Environmental Act (CEQA) pursuant to CEQA Guidelines Section 15301 (c);
- Award a contract in substantially the same form as Attachment 2 to the report in the amount of \$647,627 to Intermountain Slurry Seal, Inc.;
- Authorize the City Manager to execute the contract when all necessary conditions have been met; and
- Approve a 10% construction contingency in the amount of \$64,763.

- 1.F [21-0435](#) Approve the Second Amendment to Outside Counsel Agreement with Downey Brand for Litigation Services pertaining to the pending litigation San Francisco Baykeeper v. City of Sunnyvale and Approve Budget Modification No. 19 in the amount of \$500,000

Recommendation: Authorize the City Attorney to execute a Second Amendment, in substantially the same form as Attachment 1 to the report, to the Legal Services Agreement with the law firm of Downey Brand, LLP to increase the not-to-exceed amount by \$400,000, for a new not-to-exceed contract amount of \$500,000 and Approve Budget Modification No. 19 in the amount of \$500,000

- 1.G [21-0462](#) Countywide AB 939 Fee and Household Hazardous Waste Agreements for FY 2021/22 through FY 2023/24.

Recommendation: 1. Authorize the City Manager to execute a three year Agreement for Countywide AB 939 Implementation Fee, in substantially the same form as Attachment 1 of the report, and a three year Agreement for Countywide Household Hazardous Waste Collection Program, in substantially the same form as Attachment 2 of the report, with an augmentation amount of \$152,321; and
2. Authorize the City Manager to execute annual amendments to the Countywide HHW Collection Program Agreement and the authority to approve an increase of up to 20% in the augmentation amount.

- 1.H [21-0408](#) Extension of Lease Agreement with Sunnyvale Community

Services at 725 Kifer Road

Recommendation: Authorize City Manager or his designee to execute a First Amendment to Lease of Real Property in substantially the same form as Attachment 1 of the staff report for 725 Kifer Road with Sunnyvale Community Services.

- 1.I [21-0428](#) Appoint Mr. Russell Brunson and Ms. Lori Parris to the NOVA Workforce Board

Recommendation: Appoint Mr. Russell Brunson and Ms. Lori Parris to the NOVA Workforce Board.

- 1.J [21-0451](#) Approve Local Plan for NOVA and Regional Plan for Bay Peninsula Regional Planning Unit

Recommendation: Approve the Local Plan for NOVA and the Regional Plan for the Bay Peninsula Regional Planning Unit.

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 [21-0066](#) Housing Strategy: Update and Discussion on Sunnyvale Mobile Home Park Memorandum of Understanding

Recommendation: Alternative 1: Direct staff to continue to negotiate final terms with MOU Stakeholders.

- 3 [21-0378](#) Selection of a Configuration of the Mary Avenue Overcrossing to be Defined as the Proposed Project in an Environmental Impact Report (EIR) under the California Environmental Quality Act (CEQA); Approve Budget Modification No. 21 in the Amount of \$273,092 from the Transportation Impact Fee funds; and Increase the Kimley-Horn and Associates contract from \$666,550 to \$914,815.

Recommendation: Alternative 1: Select Option 2 as the "Project" for the purposes of the project definition in the EIR for the Mary Avenue Overcrossing and fully evaluate the other four options as Project alternatives, Approve Budget Modification no. 21 in the Amount of \$273,092 from the Transportation Impact Fee funds, Approve a Second Amendment in substantially the same form as Attachment 6 to the report to the Kimley-Horn and Associates Contract to change the scope of work and increase the contract amount from \$666,550 to \$914,815 and approve a 10% contingency for the additional scope of work.

- 4 [21-0130](#) Discussion and Possible Direction Regarding Taking a Position on Assembly Bill (AB) 703 (Rubio, Blanca D) - Open Meetings: Local Agencies: Teleconferences

Recommendation: Staff makes no recommendation. This report is being presented to Council to facilitate a discussion at the public hearing and for providing possible direction for the Mayor regarding AB 703.

COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS

NON-AGENDA ITEMS & COMMENTS

-Council

-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.

- | | |
|-------------------------|--|
| 21-0467 | Tentative Council Meeting Agenda Calendar |
| 21-0468 | Board/Commission Meeting Minutes |
| 21-0469 | Information/Action Items |
| 21-0490 | Mayoral Announcement of Mayor-Appointed Ad Hoc Advisory Committee on City Attorney Compensation (Information Only) |

[21-0516](#)

Board/Commission Resignation (Information Only)

ADJOURNMENT**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 in the Office of the City Clerk located at 603 All America Way, 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 at 603 All America Way, during normal business hours and in the Council Chamber 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 to access City Hall to view these materials and 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 following the meeting.

Upcoming Meetings

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



City of Sunnyvale

Agenda Item

21-0398

Agenda Date: 4/20/2021

CONFERENCE WITH LEGAL COUNSEL-PENDING LITIGATION Closed Session held pursuant to California Government Code Section 54956.9 (d)(1). Name of Case: Michael Laurent v. City of Sunnyvale, Santa Clara County Superior Court, Case No. 19CV355846



City of Sunnyvale

Agenda Item

21-0321

Agenda Date: 4/20/2021

Tasman Drive Complete Street Corridor Study Update by Valley Transportation Authority



City of Sunnyvale

Agenda Item

21-0390

Agenda Date: 4/20/2021

Affordable Housing Month



City of Sunnyvale

Agenda Item

21-0349

Agenda Date: 4/20/2021

Asian Pacific American Heritage Month



City of Sunnyvale

Agenda Item

21-0519

Agenda Date: 4/20/2021

Earthquake Preparedness Month



City of Sunnyvale

Agenda Item

21-0466

Agenda Date: 4/20/2021

SUBJECT

Approve City Council Meeting Minutes of April 6, 2021

RECOMMENDATION

Approve the City Council Meeting Minutes of April 6, 2021 as submitted.



City of Sunnyvale

Meeting Minutes - Draft

City Council

Tuesday, April 6, 2021

5:00 PM

Telepresence Meeting: City Web Stream |
AT&T Channel 99 | Comcast Channel 15

**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

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the meeting was conducted telephonically.

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

Roll Call

Present: 7 - Mayor Larry Klein
Vice Mayor Glenn Hendricks
Councilmember Gustav Larsson
Councilmember Russ Melton
Councilmember Mason Fong
Councilmember Alysia Cisneros
Councilmember Omar Din

Mayor Klein, Vice Mayor Hendricks and all Councilmembers attended via teleconference.

Public Comment

Public Comment opened at 5:01 p.m.

No speakers.

Public Comment closed at 5:01 p.m.

Convene to Closed Session

A [21-0447](#) Closed Session held pursuant to California Government Code
Section 54956.8: CONFERENCE WITH REAL PROPERTY
NEGOTIATORS

Property: Potential Acquisition of land on 1100 block of
Manzano way, Sunnyvale, CA
Agency negotiator: Kent Steffens, City Manager; Chip Taylor,
Director of Public Works; and Sherine Nafie, City Property
Administrator
Negotiating parties: City and County of San Francisco, Owner
Under negotiation: Price and terms

Adjourn Special Meeting

Mayor Klein adjourned the meeting at 5:33 p.m.

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

Call to Order

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the meeting was conducted telephonically.

Mayor Klein called the meeting to order at 5:34 p.m. via teleconference.

Roll Call

Present: 7 - Mayor Larry Klein
Vice Mayor Glenn Hendricks
Councilmember Gustav Larsson
Councilmember Russ Melton
Councilmember Mason Fong
Councilmember Alysa Cisneros
Councilmember Omar Din

Mayor Klein, Vice Mayor Hendricks and all Councilmembers attended via teleconference.

Study Session

B [21-0384](#) Impact on the Unhoused in Sunnyvale During the COVID-19
Pandemic

Housing Officer Jenny Carloni provided the staff report and presentation.

Public Comment opened at 6:31 p.m.

Marie Bernard, Executive Director, Sunnyvale Community Services (SCS) spoke towards the services offered by SCS during the past year. She requested the City consider funding a full-time position focused on issues and policies affecting homelessness.

Alec Vandenberg shared statistics related to the unhoused population in Santa Clara County. He encouraged Council to consider establishing a sanctioned encampment and supporting anti-displacement measures.

Rose spoke towards services provided by Helping Hands to the unhoused population.

A member of the public shared details related to Santa Clara County's point-in-time count and upcoming vaccination availability for the unhoused population. She shared opposition with solely relying on Santa Clara County for programs and services to the unhoused.

Coleen Hausler spoke towards a correlation with land-use decisions and lack of housing such as approving more projects that create jobs than projects that create housing.

Pratima Gupta communicated opposition to the City relying on Santa Clara County to provide programs and services to the unhoused.

Public Comment closed at 6:46 p.m.

Adjourn Special Meeting

Mayor Klein adjourned the meeting at 6:47 p.m.

7 P.M. COUNCIL MEETING

CALL TO ORDER

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the meeting was conducted telephonically.

Mayor Klein called the meeting to order at 7:00 p.m. via teleconference.

ROLL CALL

Present: 7 - Mayor Larry Klein
Vice Mayor Glenn Hendricks
Councilmember Gustav Larsson
Councilmember Russ Melton
Councilmember Mason Fong
Councilmember Alysa Cisneros
Councilmember Omar Din

Mayor Klein, Vice Mayor Hendricks and all Councilmembers attended via teleconference.

CLOSED SESSION REPORT

Vice Mayor Hendricks reported that Council met in Closed Session held pursuant to California Government Code Section 54956.8: CONFERENCE WITH REAL PROPERTY NEGOTIATORS Property: Potential Acquisition of land on 1100 block of Manzano way, Sunnyvale, CA Agency negotiator: Kent Steffens, City Manager; Chip Taylor, Director of Public Works; and Sherine Nafie, City Property Administrator Negotiating parties: City and County of San Francisco, Owner Under negotiation: Price and terms; nothing to report.

SPECIAL ORDER OF THE DAY

C [21-0015](#) Ceremonial Oath of Office for Board and Commission Members

City Clerk David Carnahan administered the Ceremonial Oath of Office to incoming Board and Commission Members.

D [21-0346](#) Earth Month and Arbor Day Celebration

Mayor Klein read a proclamation in honor of Earth Month and Arbor Day.

E [21-0348](#) Recognition of Green Businesses

Mayor Klein read a proclamation in recognition of Green Businesses.

ORAL COMMUNICATIONS

Councilmember Fong announced details of COVID-19 testing availability at the Sunnyvale Murphy Park Building, testing availability via Santa Clara County and the current recruitment for various Boards and Commissions.

A member of the public spoke towards duplexes, triplexes and fourplexes in single-family zoned neighborhoods.

Helen Gettinger voiced support for addressing deficiencies such as water and sanitation for the unhoused population and establishing a sanctioned encampment in Sunnyvale.

Coleen Hausler shared details related to “pallet” homes which provide sleeping and storage accommodations.

CONSENT CALENDAR

MOTION: Vice Mayor Hendricks moved and Councilmember Din seconded the motion to approve agenda items 1.A through 1.F.

The motion carried with the following vote:

Yes: 7 - Mayor Klein
Vice Mayor Hendricks
Councilmember Larsson
Councilmember Melton
Councilmember Fong
Councilmember Cisneros
Councilmember Din

No: 0

1.A [21-0423](#) Approve City Council Meeting Minutes of March 30, 2021

Approve the City Council Meeting Minutes of March 30, 2021 as submitted.

1.B [21-0240](#) Approve the List(s) of Claims and Bills Approved for Payment
by the City Manager

Approve the list(s) of claims and bills.

1.C [21-0233](#) Approve the Downtown Sunnyvale Business Improvement
District Annual Report for Fiscal Year 2020/21; and Adopt the
Resolution of Intention to Levy and Collect Annual Assessment
and Reauthorize Business Improvement District for Fiscal Year
2021/22

Approve the Fiscal Year 2020/21 Business Improvement District (BID) Annual Report, adopt the Resolution of Intention to Levy and Collect an Assessment and

reauthorize the BID for Fiscal Year 2021/22, and schedule the public hearing for May 4, 2021.

- 1.D** [21-0403](#) Adopt a Resolution Authorizing the Finance Director to Renew a Business License Tax Data Exchange Agreement with the California Franchise Tax Board

Find that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b)(5) and adopt a Resolution authorizing the Finance Director to execute a reciprocal agreement with the California Franchise Tax Board for the exchange of business license tax data through December 31, 2023.

- 1.E** [21-0474](#) Adopt Uncodified Ordinance No. 3175-21 to repeal Ordinance No. 2898-09 and Designate Certain Streets in the Area of the Caltrain Station as Preferential Parking Zones

Adopt uncodified Ordinance No. 3175-21 to repeal Ordinance No. 2898-09 and designate certain streets in the area of the Caltrain Station as preferential parking zones.

- 1.F** [21-0473](#) Adopt Ordinance No. 3174-21 to amend Title 2 of the Sunnyvale Municipal Code to add Chapter 2.31 to Establish a Public Process for Redistricting

Adopt Ordinance No. 3174-21 to amend Title 2 of the Sunnyvale Municipal Code to add Chapter 2.31 to establish a public process for redistricting.

PUBLIC HEARINGS/GENERAL BUSINESS

- 2** [21-0083](#) Direct Staff to Develop an Ordinance to Reduce Use of Single-Use Plastic Foodware and Condiment Containers and Return to City Council for Approval after Completion of CEQA Review

Environmental Programs Manager Karen Gissibl provided the staff report and presentation.

Public Hearing opened at 8:15 p.m.

Kristel Wickham voiced support for encouraging businesses to provide reusable options or switch to foodware that is Biodegradable Products Institute (BPI) certified.

Annabelle Law, Sunnyvale-Silicon Youth Climate Action Team member shared support for the Sustainability Commission's recommendations and opposition to single-use plastics.

Hunter McDivitt, Sunnyvale-Silicon Youth Climate Action Team Member communicated support for the Ordinance and a public outreach campaign.

Public Hearing closed at 8:22 p.m.

MOTION: Councilmember Din moved and Councilmember Melton seconded the motion to approve Alternative 2: Direct staff to develop an Ordinance to be implemented and phased in over three years to reduce the impacts of single-use plastic foodware and condiment containers, and return for City Council approval of the Ordinance after appropriate California Environmental Quality Act review, with a targeted Ordinance adoption date of September 2021:

- Phase 1: An opt-in requirement for foodware and condiment containers for online and take-out ordering from food service delivery vendors and restaurants, to take effect in September, 2021;
- Phase 2: Require food service businesses to provide customers with single-use plastic foodware and condiment containers only upon request, for in-store as well as take-out, to take effect in June 2023; and
- Direct staff to return to Council in late 2023 with a proposal that evaluates further recommendations for the program.

The motion carried with the following vote:

Yes: 7 - Mayor Klein
Vice Mayor Hendricks
Councilmember Larsson
Councilmember Melton
Councilmember Fong
Councilmember Cisneros
Councilmember Din

No: 0

3 [21-0281](#) Receive and File the FY 2020/21 Third Quarter Budget Update
Finance Director Tim Kirby 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 Melton moved and Councilmember Cisneros seconded the motion to approve Alternative 1: Receive and file the FY 2020/21 Third Quarter Budget Update.

The motion carried with the following vote:

Yes: 7 - Mayor Klein
Vice Mayor Hendricks
Councilmember Larsson
Councilmember Melton
Councilmember Fong
Councilmember Cisneros
Councilmember Din

No: 0

- 4 [21-0003](#) Discussion and Direction Regarding Amendments to Sunnyvale Municipal Code Section 2.28.030 Related to In-Lieu Petitions for Publication Costs of City Council Candidate Statements

City Clerk David Carnahan provided the staff report.

Public Hearing opened at 9:25 p.m.

Martin Pyne spoke towards the number of voters in each district during the 2020 Election.

Public Hearing closed at 9:26 p.m.

MOTION: Vice Mayor Hendricks moved and Councilmember Din seconded the motion to direct staff to return with an ordinance implementing Alternative 1: Reducing the number of in-lieu signatures required for Council candidates in Districts 1-6 to obtain a full subsidy to 100 signatures and maintaining the partial subsidy component.

The motion carried with the following vote:

Yes: 7 - Mayor Klein
Vice Mayor Hendricks
Councilmember Larsson
Councilmember Melton
Councilmember Fong
Councilmember Cisneros
Councilmember Din

No: 0

- 5** [21-0450](#) REQUEST FOR CONTINUANCE TO MAY 4, 2021
Introduce an Ordinance Making Minor Amendments to
Chapters 19.18 (Residential Zoning Districts), 19.20
(Commercial Zoning Districts), and 19.79 (Accessory Dwelling
Units) of the Sunnyvale Municipal Code and Amending
Chapter 19.98 (General Procedures) of the Sunnyvale
Municipal Code to Create a Procedure for Appealing
Incompleteness Determinations, Adopt a Resolution to Amend
the 2020/21 Citywide Fee Schedule Related to Appeals to
Planning Commission, and Find that these Actions are Exempt
from CEQA

Community Development Director Trudi Ryan provided the staff report.

Public Hearing opened at 9:47 p.m.

No speakers.

Public Hearing closed at 9:47 p.m.

MOTION: Councilmember Melton moved and Councilmember Larsson seconded the motion to open the public hearing and continue to the City Council meeting of May 4, 2021.

The motion carried with the following vote:

Yes: 7 - Mayor Klein
Vice Mayor Hendricks
Councilmember Larsson
Councilmember Melton
Councilmember Fong
Councilmember Cisneros
Councilmember Din

No: 0

COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS

None.

NON-AGENDA ITEMS & COMMENTS

-Council

Councilmember Melton inquired about logistics for future Council meetings after the COVID-19 Pandemic. He shared details regarding Assembly Bill (AB) 703, specifically that if adopted AB 703 would allow for virtual meetings.

MOTION: Councilmember Melton moved and Councilmember Din seconded the motion to agendize a discussion topic regarding AB 703 for the April 20, 2021 Council meeting.

The motion carried with the following vote:

Yes: 7 - Mayor Klein
Vice Mayor Hendricks
Councilmember Larsson
Councilmember Melton
Councilmember Fong
Councilmember Cisneros
Councilmember Din

No: 0

Councilmember Melton shared details regarding Assembly Bill (AB) 1091 Santa Clara Valley Transportation Authority: board of directors. He voiced support for allowing Councilmembers an opportunity to provide feedback should staff prepare a letter regarding AB 1091.

Vice Mayor Hendricks discussed his role on the Valley Transportation Agency Board of Directors. He requested that colleagues preparing individual letters regarding AB 1091 first seek input from him.

Councilmember Fong inquired with staff about when employees will be returning from remote work to onsite work locations.

-City Manager

City Manager Kent Steffens announced that staff would be preparing an update regarding remote work including that a 30-day notice would be issued to employees when a return date is identified. Mr. Steffens indicated that a long-term work from home policy has been drafted and would be shared with bargaining units for feedback.

Mr. Steffens communicated that staff is considering equipment needs to allow for maximum flexibility of Council meetings in the new City Hall. He indicated there continue to be significant restrictions for indoor gatherings due to COVID-19 and staff would continue to monitor the public health orders. Amendments to State legislation regarding the Ralph M. Brown Act would determine if virtual meetings will be allowed in the future.

Mr. Steffens announced that the City joined the Government Alliance on Race and Equity (GARE) and as part of the membership he would be participating in an upcoming all-day training.

INFORMATION ONLY REPORTS/ITEMS

- | | |
|--------------------------------|---|
| <u>21-0424</u> | Tentative Council Meeting Agenda Calendar |
| <u>21-0425</u> | Board/Commission Meeting Minutes |
| <u>21-0426</u> | Information/Action Items |
| <u>21-0150</u> | Board/Commission Resignation (Information Only) |

ADJOURNMENT

Mayor Klein adjourned the meeting at 9:57 p.m.



City of Sunnyvale

Agenda Item

21-0241

Agenda Date: 4/20/2021

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>
068	03-21-21 through 03-27-21	\$3,389,736.02
069	03-28-21 through 04-03-21	\$3,055,149.92

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 agenda on the City's official-notice bulletin board outside City Hall, Sunnyvale Public Library and Department of Public Safety. In addition, the agenda and report are available at the Office of the City Clerk and on the City's website.

RECOMMENDATION

Approve the list(s) of claims and bills.

Prepared by: Tim Kirby, Director of Finance
Reviewed by: Jaqui Guzmán, Deputy City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENTS

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

City of Sunnyvale

LIST # 068

**List of All Claims and Bills Approved for Payment
For Payments Dated 03/21/2021 through 03/27/2021**

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	XXXXX0516	03/23/2021	Matthew J Hutchison	14.00	EXP0013360 316	Travel North Bend 031221	14.00	0.00	\$14.00
	XXXXX0517	03/23/2021	18771 Homestead Rd LLC	12,456.00	Permit#2019-0142	Trans.IMP.S237 CR210309	12,456.00	0.00	\$12,456.00
	XXXXX0518	03/23/2021	Google Inc	3,393.27	64001		3,393.27	0.00	\$3,393.27
	XXXXX0519	03/23/2021	Umotion Technology LLC	38.89	065178	Refund of overpayment. Closed account in 2019.	38.89	0.00	\$38.89
	XXXXX0520	03/23/2021	Leader Design & Construction Inc.	80.53	065123	Refund of overpayment.	80.53	0.00	\$80.53
	XXXXX0521	03/23/2021	Vadzim Svirepa	318.52	21-105	"Data Visualization Made Simple: Insights into Becoming Visual", "Better Data Visualizations: A Guide for Researchers, Scholars, and Wonks" & "Tableau Prep: Up & Running: Self Service Data Prep"	318.52	0.00	\$318.52
	XXXXX0522	03/23/2021	Ashia Lance	17.00	21-107	Harvard Business	17.00	0.00	\$17.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						Publishing" cases/articles			
	XXXXX0523	03/23/2021	Daniela Wingham	87.28	21-109	A Project Guide to UX Design & Designing with the Mind in Mind	87.28	0.00	\$87.28
	XXXXX0524	03/23/2021	Celena Turney	69.19	21-110	E-Learning by Design	69.19	0.00	\$69.19
	XXXXX0525	03/23/2021	Jennifer Davis	638.51	21-093	Course Pack from Harvard Business Publishing & Project Leadership	638.51	0.00	\$638.51
	XXXXX0526	03/23/2021	Chung Min Cheng	147.34	21-095	Raspberry Pi Sense HAT & CanaKit Starter PRO Kit	147.34	0.00	\$147.34
	XXXXX0527	03/23/2021	Catrina Corona	15.71	21-099	Reimbursement to NOVA participant for required textbooks - The Cheating	15.71	0.00	\$15.71
	XXXXX0528	03/23/2021	Ricardo Bonilla	47.28	21-103	Visionary Leadership Skills & Strength Finder 2.0	47.28	0.00	\$47.28
	XXXXX0529	03/23/2021	Nita Brozowski	44.30	21-104	Essential Scrum: A Practical Guide to the Most Popular Agile Process	44.30	0.00	\$44.30
	XXXXX0530	03/23/2021	Umesh Gaitonde	44.41	21-106	Essential Scrum: A Practical Guide to the Most Popular Agile Process	44.41	0.00	\$44.41
	XXXXX0531	03/23/2021	Carmel Franco	193.99	21-108	Quickbooks Desktop 2019: Comprehensive & Cengage Unlimited	193.99	0.00	\$193.99

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						Digital Access			
	XXXXX0532	03/23/2021	Xuan Duong	500.00	21-113	Reimbursement to NOVA participant for PMP membersip and exam. Total maximum allowance for reimbursement :\$500	500.00	0.00	\$500.00
	XXXXX0533	03/23/2021	AAA Speedy Smog Test Only Station	40.00	031811		40.00	0.00	\$40.00
	XXXXX0534	03/23/2021	Academy of Truck Driving Inc	4,410.00	1982	Training #19-03-1194-06	4,410.00	0.00	\$4,410.00
	XXXXX0535	03/23/2021	Amazon Capital Services Inc	48.69	17KL-GQJ3-GFQD		48.69	0.00	\$227.90
				14.70	17N4-ML1Y-DCQJ		14.70	0.00	
				39.20	1CR1-T4R3-KWJ4		39.20	0.00	
				115.61	1NDH-PLL3-6PM7.		115.61	0.00	
				9.70	1WVT-PVJV-964Y		9.70	0.00	
	XXXXX0536	03/23/2021	Badger Meter Inc	9,421.28	1409005		9,421.28	0.00	\$45,320.99
				10,473.20	1410937		10,473.20	0.00	
				10,041.60	1412325		10,041.60	0.00	
				15,384.91	1414431.		15,384.91	0.00	
	XXXXX0537	03/23/2021	Baywork	8,500.00	1150	Annual Fee FY21	8,500.00	0.00	\$8,500.00
	XXXXX0538	03/23/2021	BiblioCommons Inc	6,448.47	1623		6,448.47	0.00	\$6,448.47
	XXXXX0539	03/23/2021	Bill Wilson Center	6,267.50	1	Contract #2021-827550 - July-Sept 2020	6,267.50	0.00	\$18,879.78

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				12,612.28	2	Cont #2021-827550	12,612.28	0.00	
	XXXXX0540	03/23/2021	C Overaa & Co	60,900.00	200732		60,900.00	0.00	\$60,900.00
	XXXXX0541	03/23/2021	California Science and Tech University	1,800.00	159		1,800.00	0.00	\$1,800.00
	XXXXX0542	03/23/2021	CDM Smith	298,161.97	90118178		298,161.97	0.00	\$298,161.97
	XXXXX0543	03/23/2021	Century Graphics	166.64	54117		166.64	0.00	\$166.64
	XXXXX0544	03/23/2021	Cintas Loc #38K	319.56	4067702441		319.56	0.00	\$1,695.70
				206.25	4067702468		206.25	0.00	
				945.78	4068329618	Amount is correct	945.78	0.00	
				224.11	4071049331		224.11	0.00	
	XXXXX0545	03/23/2021	Consolidated Parts Inc	1,564.53	5065867.		1,564.53	0.00	\$1,564.53
	XXXXX0546	03/23/2021	CSG Consultants Inc	32,767.00	34500		32,767.00	0.00	\$32,767.00
	XXXXX0547	03/23/2021	D-Tech International USA LLC	3,040.00	1756		3,040.00	0.00	\$3,040.00
	XXXXX0548	03/23/2021	David J Powers & Assoc Inc	600.00	26094	Original Payment on ck #xxx0277 short paid by \$600	600.00	0.00	\$600.00
	XXXXX0549	03/23/2021	Dell Marketing LP	88.29	10456643080		88.29	0.00	\$176.58
				88.29	10458359911		88.29	0.00	
	XXXXX0550	03/23/2021	Downey Brand LLP	405.00	558431		405.00	0.00	\$405.00
	XXXXX0551	03/23/2021	Econolite Systems Inc	4,011.80	33263	Dec '20 - Preventive Maint.	4,011.80	0.00	\$60,445.09
				4,775.46	33265	Dec'21 - Annual Preventive Maint.	4,775.46	0.00	
				7,059.30	33284	Dec ' 21 - Collision Repair	7,059.30	0.00	
				4,937.76	33286	Dec '20 Loop Repairs	4,937.76	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				5,293.28	33304	Dec '21 - Maint. Rolling Report	5,293.28	0.00	
				23,043.50	33305	Dec '20 - Per City Request	23,043.50	0.00	
				11,323.99	33306	Dec '20 - USA Mark Outs	11,323.99	0.00	
	XXXXX0552	03/23/2021	EOA Inc	14,266.31	SU58-0920		14,266.31	0.00	\$47,882.11
				21,064.15	SU58-1020		21,064.15	0.00	
				4,430.98	SU62- 1020		4,430.98	0.00	
				2,161.13	SU62-0820	August 2020	2,161.13	0.00	
				5,959.54	SU62-0920		5,959.54	0.00	
	XXXXX0553	03/23/2021	Examinetics Inc	6,720.00	313469.		6,720.00	0.00	\$13,440.00
				6,720.00	313888.		6,720.00	0.00	
	XXXXX0554	03/23/2021	Ferguson Waterworks	882.90	1603466		882.90	0.00	\$882.90
	XXXXX0555	03/23/2021	Foster Bros Security Systems Inc	458.44	324892		458.44	0.00	\$458.44
	XXXXX0556	03/23/2021	Ghirardelli Associates Inc	122,684.95	19110-10		122,684.95	0.00	\$310,988.54
				85,920.26	19110-8	Fair Oaks Overhead Bridge Rehabilitation	85,920.26	0.00	
				102,383.33	19110-9	Fair Oaks Overhead Bridge Rehabilitation	102,383.33	0.00	
	XXXXX0557	03/23/2021	Hard Drive Graphics	4,403.60	36517	Shoulder Patches	4,403.60	0.00	\$4,403.60
	XXXXX0558	03/23/2021	HDR Engineering Inc	26,138.83	1200314934	Nov 2020	26,138.83	0.00	\$76,821.49
				24,092.73	1200322303	Dec 2020	24,092.73	0.00	
				26,589.93	1200329019	Jan 2021	26,589.93	0.00	
	XXXXX0559	03/23/2021	Heritage Bank of Commerce	16,200.89	FOAOHBRID GE#07	TR-13/01-16	16,200.89	0.00	\$16,200.89
	XXXXX0560	03/23/2021	High Line Corp	250.00	INV41561		250.00	0.00	\$250.00
	XXXXX0561	03/23/2021	Jacobs Project Management Co.	107,323.60	R5W72001-010		107,323.60	0.00	\$202,741.05

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				95,417.45	R5W72001-011	January 2021	95,417.45	0.00	
	XXXXX0562	03/23/2021	Joseph J Albanese Inc	307,816.91	FOAOHBRID GE#07	TR-13/01-06	307,816.91	0.00	\$307,816.91
	XXXXX0563	03/23/2021	Kimley Horn & Assoc Inc	1,828.04	18009975	Staff Extension Thru 12/31/2020	1,828.04	0.00	\$1,828.04
	XXXXX0564	03/23/2021	Level 3 Communications LLC	4,723.53	200211822		4,723.53	0.00	\$11,880.03
				7,156.50	200215177		7,156.50	0.00	
	XXXXX0565	03/23/2021	McMaster Carr Supply Co	105.49	49417118		105.49	0.00	\$1,629.79
				31.09	50711522		31.09	0.00	
				35.68	52698299		35.68	0.00	
				767.93	53050876		767.93	0.00	
				481.10	53117366		481.10	0.00	
				208.50	53190192		208.50	0.00	
	XXXXX0566	03/23/2021	McNabb Construction Inc	3,521.00	WPCP-25		3,521.00	0.00	\$7,042.00
				3,521.00	WPCP-26		3,521.00	0.00	
	XXXXX0567	03/23/2021	Midwest Tape	4,231.06	500092690	Digital Media Content M/E 2/28/21	4,231.06	0.00	\$4,562.67
				-163.28	99337689	Ref 6/12/20 Inv#99000815 Pd On Ck#100325974	-163.28	0.00	
				507.97	99975748		507.97	0.00	
				10.62	99975749		10.62	0.00	
				-23.70	CM-012930	Ref 1/31/20 Inv#98552038 Pd On Ck#100322293	-23.70	0.00	
	XXXXX0568	03/23/2021	MNS Engineers	22,875.00	77002	Sewer Main Replacement Design Nov 2020	22,875.00	0.00	\$22,875.00
	XXXXX0569	03/23/2021	Office Depot Inc	141.60	14384308000 1	Priscilla Luckey 1/12/2001	141.60	0.00	\$4,975.00
				44.17	14439415100 1	Rebecca Montalvo 1/5/2021	44.17	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				243.52	14473014100 1	Michelle Chuck 1/13/2021	243.52	0.00	
				38.68	14487252600 2	Lorena Rodriguez 1/14/2021	38.68	0.00	
				85.12	14577017700 1	Michelle Chuck 1/13/2012	85.12	0.00	
				12.32	14588945000 1	Lorena Rodriguez 1/2/2021	12.32	0.00	
				35.96	14732784700 1	Michelle Chuck 1/14/2021	35.96	0.00	
				64.88	14791622700 1	Michelle Chuck 1/13/2021	64.88	0.00	
				98.09	14796572400 1	Michelle Chuck 1/13/2021	98.09	0.00	
				73.68	14801572200 1	Michelle Chuck 1/13/2021	73.68	0.00	
				45.65	14811923200 1	Priscilla Luckey 1/14/2021	45.65	0.00	
				120.27	14818078100 1	Jamie Hernandez 1/5/2021	120.27	0.00	
				21.53	14818078100 2	Jamie Hernandez 1/29/2021	21.53	0.00	
				13.79	14818871400 1	Jamie Hernandez 1/5/2021	13.79	0.00	
				68.04	14824030400 1	Lorena Rodriguez 1/7/2021	68.04	0.00	
				30.79	14829553300 1	Lorena Rodriguez 1/5/2021	30.79	0.00	
				62.90	14841288800 1	Priscilla Luckey 1/14/2021	62.90	0.00	
				61.59	14846722100 1	Rebecca Montalvo 1/15/2021	61.59	0.00	
				19.61	14847797700	Priscilla Luckey	19.61	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					1	1/18/2021			
				566.89	15048059400 1	Rebecca Montalvo /15/2021	566.89	0.00	
				186.46	15048234900 1	Rebecca Montalvo 1/15/2021	186.46	0.00	
				54.49	15049986100 1	Victoria Ketell 1/15/2021	54.49	0.00	
				14.57	15050415100 1	Victoria Ketell 1/19/2021	14.57	0.00	
				7.18	15050415400 1	Victoria Ketell1/15/2021	7.18	0.00	
				74.81	15053186700 1	Debra Alvarez 1/22/2021	74.81	0.00	
				-252.30	15081076800 1	Frances Morales 1/20/2021	-252.30	0.00	
				64.30	15091056900 1	Rafael Bayani 1/22/2021	64.30	0.00	
				18.74	15118514600 1	Victoria Ketell 1/21/2021	18.74	0.00	
				115.41	15161040400 1	Lorena Rodriguez 1/29/2021	115.41	0.00	
				25.50	15183897100 1	Michelle Chuck 1/27/2021	25.50	0.00	
				8.83	15192193100 1	Rafael Bayani 1/25/2021	8.83	0.00	
				149.45	15194066700 1	Katrina Holden 1/20/2021	149.45	0.00	
				138.00	15216044500 1	Lorena Rodriguez 1/20/2021	138.00	0.00	
				38.29	15247495300 1	Katrina Holden 1/28/2021	38.29	0.00	
				5.44	15247784000 1	Katrina Holden 1/28/2021	5.44	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				203.33	153139865001	Lorena Rodriguez 1/29/2021	203.33	0.00	
				207.09	153298553001	Priscilla Luckey 1/26/2021	207.09	0.00	
				57.52	153299161001	Priscilla Luckey 1/26/2021	57.52	0.00	
				35.96	153299163001	Priscilla Luckey 1/26/2021	35.96	0.00	
				1,098.36	153555419001	Priscilla Luckey 1/29/2021	1,098.36	0.00	
				43.49	153596579001	Priscilla Luckey 1/29/2021	43.49	0.00	
				100.93	154438622001	Julie Callaghan 2/5/2021	100.93	0.00	
				121.91	154937915001	Rafael Bayani 2/3/2021	121.91	0.00	
				71.91	155682633001	Rafael Bayani 2/9/2021	71.91	0.00	
				16.84	156058289001	Frances Morales 2/9/2021	16.84	0.00	
				519.41	156156888001	Katrina Holden	519.41	0.00	
	XXXXX0570	03/23/2021	Oracle America Inc	5,982.24	44808887	Software Lic & Support 7/1/20-9/30/20	5,982.24	0.00	\$5,982.24
	XXXXX0571	03/23/2021	P&A Adminstrative Services Inc	2,429.27	607262	Health & Dep Care Reimb 3/7/21-3/13/21	2,429.27	0.00	\$2,429.27
	XXXXX0572	03/23/2021	Pacific Gas & Electric Co	5,693.90	4314259418-3 0221	Swimming Pools	5,693.90	0.00	\$52,183.13
				46,489.23	8100862765-5 0121	City Owned St & Hwy Lighting	46,489.23	0.00	
	XXXXX0573	03/23/2021	Pacific Plumbing & Underground	4,537.00	63798SR		4,537.00	0.00	\$4,537.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX0574	03/23/2021	Pine Cone Lumber Co Inc	216.34	84239		216.34	0.00	\$518.05
				193.85	85118		193.85	0.00	
				40.72	85698		40.72	0.00	
				67.14	87436		67.14	0.00	
	XXXXX0575	03/23/2021	Polydyne Inc	54,168.80	1511600		54,168.80	0.00	\$108,599.40
				54,430.60	1517513		54,430.60	0.00	
	XXXXX0576	03/23/2021	Quadient	560.85	58207126	Postage AC#8050365 3/1/21-5/31/21	560.85	0.00	\$560.85
	XXXXX0577	03/23/2021	San Francisco Bay Bird Observatory	1,729.80	1760	Jan 2021	1,729.80	0.00	\$1,729.80
	XXXXX0578	03/23/2021	Siegfried Engineering Inc	10,031.51	41443	Lawrence Area Stn Sidewalk & Bike Facilities Thru 1/31/21	10,031.51	0.00	\$10,031.51
	XXXXX0579	03/23/2021	Silicon Valley Auto Body Inc	2,979.58	42124Revised		2,979.58	0.00	\$2,979.58
	XXXXX0580	03/23/2021	South Bay Regional Public Safety	425.00	131305INV	Steven Gorshe Supervisory Course 3/22-4/2/2021	425.00	0.00	\$425.00
	XXXXX0581	03/23/2021	SSA Landscape Architects Inc	15,189.41	6993	SV Park Playground Replacement 11/26/20-1/25/20	15,189.41	0.00	\$15,189.41
	XXXXX0582	03/23/2021	Staples Inc	63.43	3467041888	Lorena Rodriguez 1/15/2021	63.43	0.00	\$496.50
				65.39	3467041890	Thao Nguyen 1/15/2021	65.39	0.00	
				138.27	3467041891	Thao Nguyen 1/15/2021	138.27	0.00	
				147.14	3467041892	Thao Nguyen 1/15/21	147.14	0.00	
				1.19	3467041893	Thao Nguyen 1/15/2021	1.19	0.00	
				67.60	3467041895	Thao Nguyen	67.60	0.00	

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						1/15/2021			
				13.48	3469798632	Thao Nguyen 2/15/21	13.48	0.00	
	XXXXX0583	03/23/2021	Sunnyvale Community Services	39,370.36	2021-827550 #2	Ag#2021-827550 Oct-Dec 2020	39,370.36	0.00	\$39,370.36
	XXXXX0584	03/23/2021	Sunnyvale Ford	43.94	176891-1		43.94	0.00	\$18,794.99
				250.94	178197		250.94	0.00	
				408.53	178416		408.53	0.00	
				99.19	178914		99.19	0.00	
				51.60	178997		51.60	0.00	
				583.63	179053		583.63	0.00	
				51.60	179106		51.60	0.00	
				20.48	179124		20.48	0.00	
				12.47	179229		12.47	0.00	
				53.15	179249		53.15	0.00	
				162.54	179250	CM179250 -\$32.46 Applied	162.54	0.00	
				37.15	179270		37.15	0.00	
				13.65	179280		13.65	0.00	
				51.19	179325		51.19	0.00	
				96.55	179407		96.55	0.00	
				70.15	179468		70.15	0.00	
				78.40	179566		78.40	0.00	
				257.15	179587		257.15	0.00	
				294.00	179612		294.00	0.00	
				185.50	179614		185.50	0.00	
				65.42	179677		65.42	0.00	
				98.32	179689		98.32	0.00	
				317.32	179774		317.32	0.00	
				14.94	179778		14.94	0.00	
				67.83	179809		67.83	0.00	
				84.02	179815		84.02	0.00	
				62.61	179894		62.61	0.00	
				71.33	179985		71.33	0.00	

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				608.09	179986		608.09	0.00	
				12.50	180190		12.50	0.00	
				84.16	180224		84.16	0.00	
				171.10	180320		171.10	0.00	
				120.34	180430		120.34	0.00	
				150.49	180707		150.49	0.00	
				377.66	180825		377.66	0.00	
				257.11	180834		257.11	0.00	
				15.13	181152		15.13	0.00	
				1,749.53	FOCS823510		1,749.53	0.00	
				2,553.97	FOCS824263		2,553.97	0.00	
				5,110.28	FOCS824264		5,110.28	0.00	
				3,981.03	FOCS824774		3,981.03	0.00	
	XXXXX0585	03/23/2021	Synagro-WWT Inc	27,742.00	19669	Dec 2020	27,742.00	0.00	\$27,742.00
	XXXXX0586	03/23/2021	TJKM	5,001.03	0050537	Sense Of Place Dec 2020	5,001.03	0.00	\$21,558.77
				12,487.84	0050538	Traffic Signal Update Dec 2020	12,487.84	0.00	
				3,839.22	0050609	Sense Of Place Jan 2021	3,839.22	0.00	
				230.68	0050610	Traffic Signal Update Jan 2021	230.68	0.00	
	XXXXX0587	03/23/2021	TRISTAR Risk Management	4,667.75	112328	Workers Comp Feb 2021	4,667.75	0.00	\$4,667.75
	XXXXX0588	03/23/2021	Valley Water	10,043.94	GM102720	Feb 2021 Groundwater Extraction Charges	10,043.94	0.00	\$10,043.94
	XXXXX0589	03/23/2021	Kirby Canyon Recycling and Disposal Facility	701,871.18	FEB2021	9,469.30 Tons@\$74.12/Ton	701,871.18	0.00	\$701,871.18
	XXXXX0590	03/23/2021	Weathershield Roof Systems Inc	485.00	12072		485.00	0.00	\$2,430.00
				748.00	12073		748.00	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				238.00	12074		238.00	0.00	
				486.00	12075		486.00	0.00	
				473.00	12175		473.00	0.00	
	XXXXX0591	03/23/2021	WOWzy Creation Corp	550.05	94673		550.05	0.00	\$723.65
				173.60	94690		173.60	0.00	
	XXXXX0592	03/23/2021	Rick Pisano Roofing	1,375.00	2021-2	Nancy Pedigo 690 Persian Dr #89	1,375.00	0.00	\$1,375.00
	XXXXX0593	03/25/2021	Emergency Medical Services Authority	297.00	27680-2006	December 2020	297.00	0.00	\$297.00
	XXXXX0594	03/25/2021	State of CA - Dept of Forestry & Fire	840.00	FADO1A0640	Driver/Operator 1A 2/8/21-2/12/21	840.00	0.00	\$840.00
	XXXXX0595	03/25/2021	State of CA - Dept of Forestry & Fire	980.00	CF-FADO1B0359	Driver/Operator 1B 2/15/21-2/19/21	980.00	0.00	\$980.00
	XXXXX0596	03/25/2021	Sunnyvale Public Safety Officers Assn	19,710.00	PR202112	PR202112 Assoc Dues	19,710.00	0.00	\$19,710.00
	XXXXX0597	03/25/2021	Sherrell Robinson	33.79	21-102	MVLA Adult School medical scrubs	33.79	0.00	\$33.79
	XXXXX0598	03/25/2021	Meredith Hollenbeck-Matos	326.13	21-111	The Administrative Professional: Technology & Procedures, MindTap Office Technology & Quickbooks 2019 Comprehensive Printed Textbook	326.13	0.00	\$326.13
	XXXXX0599	03/25/2021	Rekha Garg	49.97	21-096	Effective Project Management: Traditional, Agile, Extreme, Hybrid	49.97	0.00	\$49.97
	XXXXX0600	03/25/2021	Geosyntec Consultants, Inc.	4,156.41	201361-72878	Utility Suspense Credit	4,156.41	0.00	\$4,156.41
	XXXXX0601	03/25/2021	Shuen Lai Shirley Tang	79.00	21-114	Reimbursement to NOVA participant for required fingerprint	79.00	0.00	\$79.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						live scan fee			
	XXXXX0602	03/25/2021	Betty Wilkins	240.18	21-115	DHO Health Science Updated & Fordney's Medical Insurance - Text and Workbook Package	240.18	0.00	\$240.18
	XXXXX0603	03/25/2021	Shahrzad Motie	71.66	21-117	A Guide to the Project management Body of Knowledge	71.66	0.00	\$71.66
	XXXXX0604	03/25/2021	Ashok Shanmugam	8.95	21-118	The Gunger Games: Catching Fire: Using Digital and Social Media for Brand Storytelling	8.95	0.00	\$8.95
	XXXXX0605	03/25/2021	Michael Oneto	28.79	21-119	Lean-Agile Software Development: Achieving Enterprise Agility	28.79	0.00	\$28.79
	XXXXX0606	03/25/2021	AAA Speedy Smog Test Only Station	40.00	031845		40.00	0.00	\$640.00
				40.00	031852		40.00	0.00	
				40.00	031865		40.00	0.00	
				40.00	031871		40.00	0.00	
				40.00	031880		40.00	0.00	
				40.00	031901		40.00	0.00	
				40.00	031906		40.00	0.00	
				40.00	031910		40.00	0.00	
				40.00	031916		40.00	0.00	
				40.00	031918		40.00	0.00	
				40.00	031924		40.00	0.00	
				40.00	031945		40.00	0.00	
				40.00	031949		40.00	0.00	
				40.00	031952		40.00	0.00	
				40.00	031954		40.00	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				40.00	031968		40.00	0.00	
	XXXXX0607	03/25/2021	Air Cooled Engines Inc	62.75	84147		62.75	0.00	\$1,053.86
				991.11	84227		991.11	0.00	
	XXXXX0608	03/25/2021	Amazon Capital Services Inc	20.91	11D9-3X1M-4LNN		20.91	0.00	\$581.03
				219.01	16G9-XPMK-34WQ		219.01	0.00	
				11.58	1CPV-G94F-XGRD		11.58	0.00	
				14.17	1QKH-3LNN-RFVV		14.17	0.00	
				315.36	1Y4J-NCHK-GQ31		315.36	0.00	
	XXXXX0609	03/25/2021	Burtons Fire Inc	721.00	S51428		721.00	0.00	\$997.80
				276.80	S51467		276.80	0.00	
	XXXXX0612	03/25/2021	Cintas Loc #38K	19.43	4063234509		19.43	0.00	\$7,344.05
				161.35	4063234625		161.35	0.00	
				2.82	4063234644		2.82	0.00	
				2.82	4063850539		2.82	0.00	
				19.43	4063850563		19.43	0.00	
				161.35	4063850605		161.35	0.00	
				19.43	4064489810		19.43	0.00	
				2.82	4064489989		2.82	0.00	
				161.35	4064490018		161.35	0.00	
				19.43	4065150859		19.43	0.00	
				2.82	4065150997		2.82	0.00	
				161.35	4065151044		161.35	0.00	
				19.43	4065868121		19.43	0.00	
				2.82	4065868176		2.82	0.00	
				162.20	4065868225		162.20	0.00	
				152.09	4066475189		152.09	0.00	
				19.43	4066475196		19.43	0.00	
				162.20	4066475311		162.20	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				2.82	4066475324		2.82	0.00	
				354.32	4066475672		354.32	0.00	
				19.43	4067116151		19.43	0.00	
				152.09	4067116213		152.09	0.00	
				2.82	4067116343		2.82	0.00	
				162.20	4067116372		162.20	0.00	
				354.32	4067116649		354.32	0.00	
				19.43	4067702637		19.43	0.00	
				162.20	4067702680		162.20	0.00	
				152.09	4067702712		152.09	0.00	
				2.82	4067702752		2.82	0.00	
				354.32	4067703082		354.32	0.00	
				19.43	4068329787		19.43	0.00	
				152.09	4068329819		152.09	0.00	
				2.82	4068329885		2.82	0.00	
				162.20	4068329900		162.20	0.00	
				354.32	4068330177		354.32	0.00	
				19.43	4069140549		19.43	0.00	
				152.09	4069140675		152.09	0.00	
				2.82	4069140688		2.82	0.00	
				162.20	4069140708		162.20	0.00	
				354.32	4069141134		354.32	0.00	
				152.09	4069768655		152.09	0.00	
				19.43	4069768674		19.43	0.00	
				2.82	4069768753		2.82	0.00	
				162.20	4069768765		162.20	0.00	
				354.32	4069768994		354.32	0.00	
				205.72	4070449927		205.72	0.00	
				20.01	4070450204		20.01	0.00	
				152.09	4070450206		152.09	0.00	
				162.20	4070450260		162.20	0.00	
				2.82	4070450304		2.82	0.00	
				354.32	4070450541		354.32	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				20.01	4071049460		20.01	0.00	
				2.82	4071049528		2.82	0.00	
				152.09	4071049544		152.09	0.00	
				162.20	4071049605		162.20	0.00	
				354.32	4071049766		354.32	0.00	
				20.01	4071688367		20.01	0.00	
				2.82	4071688380		2.82	0.00	
				152.09	4071688453		152.09	0.00	
				162.20	4071688545		162.20	0.00	
				354.32	4071688715		354.32	0.00	
	XXXXX0613	03/25/2021	Coast Counties Peterbilt	652.17	01118189P.		652.17	0.00	\$875.93
				223.76	01120565P		223.76	0.00	
	XXXXX0614	03/25/2021	El Andar Translation	198.90	4312	Translation Services	198.90	0.00	\$198.90
	XXXXX0615	03/25/2021	Emergency Medical Services Authority	666.00	27680-2007	January 2021	666.00	0.00	\$666.00
	XXXXX0616	03/25/2021	FleetPride Inc	28.47	63340445		28.47	0.00	\$2,937.28
				179.10	64301947		179.10	0.00	
				31.96	64546232		31.96	0.00	
				11.54	65224154		11.54	0.00	
				416.34	65922982		416.34	0.00	
				383.03	66453805		383.03	0.00	
				68.19	66467879		68.19	0.00	
				92.20	66883638		92.20	0.00	
				261.80	66960245		261.80	0.00	
				92.63	66960834		92.63	0.00	
				253.17	67013135		253.17	0.00	
				238.22	67317534		238.22	0.00	
				395.74	67321508		395.74	0.00	
				297.42	67504146		297.42	0.00	
				101.76	67668632		101.76	0.00	
				85.71	67678250		85.71	0.00	
	XXXXX0617	03/25/2021	Foster Bros Security	48.79	S0111447		48.79	0.00	\$48.79

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Systems Inc						
	XXXXX0618	03/25/2021	Garton Tractor Inc	468.69	CF19657		468.69	0.00	\$1,695.31
				1,226.62	CF20204		1,226.62	0.00	
	XXXXX0619	03/25/2021	GCS Environmental Equipment Services Inc	14.45	22519		14.45	0.00	\$14.45
	XXXXX0620	03/25/2021	Judicial Council of California	1,700.00	April 2021	Superior Courthouse Parking - April 2021	1,700.00	0.00	\$1,700.00
	XXXXX0621	03/25/2021	Kimley Horn & Assoc Inc	3,297.50	097318031-1220R	Wolfe & Dartshire Svc Thru 12/31/2020	3,297.50	0.00	\$18,957.74
				2,190.19	18296991	Mary & Evelyn Signal Svc Thru 1/31/21	2,190.19	0.00	
				13,470.05	18307479	Dilemma Zone II Svc Thru 1/31/2021	13,470.05	0.00	
	XXXXX0622	03/25/2021	L N Curtis & Sons Inc	356.43	INV456392		356.43	0.00	\$4,171.43
				2,561.50	INV456838		2,561.50	0.00	
				512.30	INV458740		512.30	0.00	
				741.20	INV458945		741.20	0.00	
	XXXXX0623	03/25/2021	Midwest Tape	176.52	500019123		176.52	0.00	\$357.36
				96.43	500047239		96.43	0.00	
				84.41	500080018		84.41	0.00	
	XXXXX0624	03/25/2021	Mission Linen Service	67.99	514123284		67.99	0.00	\$1,124.83
				85.84	514141297		85.84	0.00	
				70.26	514141302		70.26	0.00	
				52.48	514141303		52.48	0.00	
				65.34	514174870		65.34	0.00	
				85.84	514182595		85.84	0.00	
				67.61	514182600		67.61	0.00	
				52.48	514182601		52.48	0.00	
				67.99	514217216		67.99	0.00	
				72.91	514225193		72.91	0.00	
				55.13	514225194		55.13	0.00	
				88.49	514225196		88.49	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				67.99	514259676		67.99	0.00	
				75.56	514268081		75.56	0.00	
				57.78	514268082		57.78	0.00	
				91.14	514268084		91.14	0.00	
	XXXXX0625	03/25/2021	Mountain View Garden Center	46.82	105398		46.82	0.00	\$1,601.27
				215.77	105574		215.77	0.00	
				319.37	105640		319.37	0.00	
				215.77	105650		215.77	0.00	
				332.12	105707		332.12	0.00	
				235.71	105717.		235.71	0.00	
				235.71	105776		235.71	0.00	
	XXXXX0626	03/25/2021	MTS Training Academy	4,481.00	3743	19-17-1170-05 Nico Bonds	4,481.00	0.00	\$6,243.00
				1,762.00	3788	Ag#19-17-201-08 Matthew Rivera	1,762.00	0.00	
	XXXXX0627	03/25/2021	NI Government Services Inc	78.77	21012908851	Jan 2021	78.77	0.00	\$157.54
				78.77	21022908851	Feb 2021	78.77	0.00	
	XXXXX0629	03/25/2021	Office Depot Inc	25.68	142546243001	Stacy DeBenedetti 1/7/2021	25.68	0.00	\$465.46
				16.33	142734849001	Stacy DeBenedetti 1/7/2021	16.33	0.00	
				26.77	142944141001	Julia Eldman 1/7/2021	26.77	0.00	
				85.01	145085182001	Phyllis Chan 1/14/2021	85.01	0.00	
				-39.29	146860804001	Thao Nguyen 1/12/2021	-39.29	0.00	
				85.01	147945846001	Phyllis Chan 1/19/2021	85.01	0.00	
				76.51	148896297001	Julia Eldman 1/6/2021	76.51	0.00	
				7.84	150454427001	Stacy DeBenedetti 1/28/2021	7.84	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				6.59	150489191001	Stacy DeBenedetti 1/28/2021	6.59	0.00	
				70.62	151501602001	Phyllis Chan 2/2/2021	70.62	0.00	
				22.23	152144525001	Stacy DeBenedetti 1/20/2021	22.23	0.00	
				21.79	152163639001	Stacy DeBenedetti 1/20/2021	21.79	0.00	
				39.02	153429962001	Erin An 1/26/2021	39.02	0.00	
				21.35	154443941001	Julie Callaghan 2/5/2021	21.35	0.00	
	XXXXX0630	03/25/2021	Otis Elevator Company	4,057.00	SJ25281001		4,057.00	0.00	\$4,057.00
	XXXXX0631	03/25/2021	P&R Paper Supply Co Inc	157.17	30355450-01	CHM-40401	157.17	0.00	\$5,984.56
				3,177.36	30355536-00	SCA-MB540A	3,177.36	0.00	
				1,143.84	30358628-00	SCA-TM1616	1,143.84	0.00	
				1,304.24	30359864-00	REP-4347CL15	1,304.24	0.00	
				201.95	30359958-00	HSA-2070	201.95	0.00	
	XXXXX0632	03/25/2021	Pacific Gas & Electric Co	3,577.81	0522589865-8 0221	850 Russet Drive/Tennis	3,577.81	0.00	\$4,192.37
				614.56	5689257244-9 0221	Landscape H2O	614.56	0.00	
	XXXXX0633	03/25/2021	Pan Asian Publications Inc	2,077.31	U-16671		2,077.31	0.00	\$5,222.79
				2,378.24	U-16673		2,378.24	0.00	
				310.66	U-16677		310.66	0.00	
				456.58	U-16678		456.58	0.00	
	XXXXX0634	03/25/2021	Questica Inc	8,787.50	INV106104		8,787.50	0.00	\$9,851.25
				1,063.75	INV106362		1,063.75	0.00	
	XXXXX0635	03/25/2021	R & R Refrigeration & Air Conditioning	414.15	69676		414.15	0.00	\$828.30
				414.15	69677		414.15	0.00	
	XXXXX0636	03/25/2021	R E P Nut N Bolt Guy	373.28	33019		373.28	0.00	\$409.51
				36.23	33027		36.23	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX0637	03/25/2021	Rays Electric	22,250.00	ADVDLMAZO NE#R	TR-17-05	22,250.00	0.00	\$22,250.00
	XXXXX0638	03/25/2021	Reed & Graham Inc	1,129.45	994025		1,129.45	0.00	\$12,284.05
				4,813.34	995039	\$253.33 Discount By 3/28/2021	4,813.34	0.00	
				3,895.01	995126	\$205 Discount By 3/29/2021	3,895.01	0.00	
				2,446.25	995244	\$128.75 By 4/1/2021	2,446.25	0.00	
	XXXXX0639	03/25/2021	Rite Aid Pharmacy	28.00	95798- 022221-1		28.00	0.00	\$28.00
	XXXXX0640	03/25/2021	Safety Kleen Systems Inc	294.30	85003796		294.30	0.00	\$294.30
	XXXXX0641	03/25/2021	Safeway Inc	32.13	00436854- 120720		32.13	0.00	\$68.04
				35.91	00660203- 021221		35.91	0.00	
	XXXXX0642	03/25/2021	County of Santa Clara	500.00	1800076501	Range Use & Svc Feb 2021	500.00	0.00	\$500.00
	XXXXX0643	03/25/2021	Security Alert Systems of California Inc	601.00	176106		601.00	0.00	\$4,477.74
				512.50	176171		512.50	0.00	
				225.50	176181		225.50	0.00	
				3,138.74	176210		3,138.74	0.00	
	XXXXX0644	03/25/2021	SHI International Corp	414.39	B12859786		414.39	0.00	\$414.39
	XXXXX0645	03/25/2021	Shred-It USA LLC	66.70	8181351849	AC#13190207	66.70	0.00	\$138.07
				71.37	8181541458	AC#13190207	71.37	0.00	
	XXXXX0646	03/25/2021	Sierra Pacific Turf Supply Inc	4,233.56	0588732-IN		4,233.56	0.00	\$4,233.56
	XXXXX0647	03/25/2021	SiteOne Landscape Supply LLC	346.62	105812513- 001		346.62	0.00	\$540.87
				194.25	105976276- 001		194.25	0.00	
	XXXXX0648	03/25/2021	Smart & Final Inc	18.27	907022-		18.27	0.00	\$18.27

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					021221				
	XXXXX0649	03/25/2021	Smiths Gopher Trapping Service	2,064.00	13145B		2,064.00	0.00	\$2,064.00
	XXXXX0650	03/25/2021	South Bay Regional Public Safety	1,380.00	221195		1,380.00	0.00	\$10,598.87
				9,218.87	221425		9,218.87	0.00	
	XXXXX0651	03/25/2021	Staples Inc	96.85	8061116464	Phyllis Chan 1/30/2021	96.85	0.00	\$96.85
	XXXXX0652	03/25/2021	Studio Em Graphic Design	147.15	18113		147.15	0.00	\$956.48
				662.18	18125		662.18	0.00	
				147.15	18135		147.15	0.00	
	XXXXX0653	03/25/2021	Suburban Propane	840.47	210192	AC#1644-000448	840.47	0.00	\$975.37
				134.90	2632471	AC#1644-040212	134.90	0.00	
	XXXXX0654	03/25/2021	Superion LLC	7,875.00	309069		7,875.00	0.00	\$7,875.00
	XXXXX0655	03/25/2021	Target Specialty Products Inc	1,069.78	INVP5003583 84		1,069.78	0.00	\$1,069.78
	XXXXX0656	03/25/2021	Toro NSN	1,125.39	195379538	DX2 Main Board Service	1,125.39	0.00	\$1,125.39
	XXXXX0657	03/25/2021	United Rentals	3,367.64	172295268-021		3,367.64	0.00	\$3,387.26
				19.62	190852637-001		19.62	0.00	
	XXXXX0658	03/25/2021	United Site Services of California Inc	238.75	114-11464905		238.75	0.00	\$1,022.70
				783.95	114-11603584		783.95	0.00	
	XXXXX0659	03/25/2021	United Way Bay Area	149.15	PR202112	PR202112 Contributions	149.15	0.00	\$149.15
	XXXXX0660	03/25/2021	US Pipe Fabrication	5,561.70	INV166237		5,561.70	0.00	\$6,186.70
				625.00	INV166238		625.00	0.00	
	XXXXX0661	03/25/2021	USA Bluebook	639.16	481952		639.16	0.00	\$639.16
	XXXXX0662	03/25/2021	VWR International	82.32	8803441826		82.32	0.00	\$3,395.37

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			LLC	68.10	8803518340		68.10	0.00	
				232.37	8803549184		232.37	0.00	
				355.99	8803555695		355.99	0.00	
				311.41	8803564052		311.41	0.00	
				53.24	8803580405		53.24	0.00	
				211.89	8803610354		211.89	0.00	
				531.21	8803610355		531.21	0.00	
				15.31	8803623421		15.31	0.00	
				152.99	8803634465		152.99	0.00	
				31.90	8803649208		31.90	0.00	
				447.13	8803719508		447.13	0.00	
				502.33	8803734240		502.33	0.00	
				283.90	8803734241		283.90	0.00	
				115.28	8803740833		115.28	0.00	
	XXXXX0663	03/25/2021	Western States Tool & Supply Corp	782.18	188156A		782.18	0.00	\$1,436.18
				654.00	188298	Blue Poly Tarp 8x10	654.00	0.00	
	XXXXX0664	03/25/2021	Winsupply of Silicon Valley	93.92	022065 01		93.92	0.00	\$758.56
				69.26	022114 01		69.26	0.00	
				595.38	022148 01		595.38	0.00	
	XXXXX0665	03/25/2021	Zalco Laboratories	390.00	2012238		390.00	0.00	\$1,155.00
				390.00	2101083		390.00	0.00	
				375.00	2102056		375.00	0.00	
	XXXXX0666	03/25/2021	First Foundation Bank	385,455.00	CivicCenter#03	PR-19-06	385,455.00	0.00	\$385,455.00
	XXXXX0667	03/25/2021	Humor Potential Inc	1,000.00	11074	Loretta Laroche Presentation on 4/7/21	1,000.00	0.00	\$1,000.00
	XXXXX0668	03/25/2021	Pacific Gas & Electric Co	46,758.70	8100862765-5 0221	City Owned St & Hwy Lighting	46,758.70	0.00	\$46,758.70
	XXXXX0669	03/25/2021	Pacific Gas & Electric Co	7,800.67	9147590356-2 0221	Golf Courses	7,800.67	0.00	\$7,800.67
	XXXXX0670	03/25/2021	Pacific Gas & Electric Co	107,806.76	1105922118-1 0221	City Buildings	107,806.76	0.00	\$107,806.76

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX0671	03/25/2021	Sunnyvale Public Safety Officers Assn	5,047.00	Disability0421	Long Term Disability Apr 2021	5,047.00	0.00	\$5,047.00
EFT	XXXXX0608	03/23/2021	Jeromy R Lima	200.00	EXP0013444 754	Misc Boot Reimbursement 030521	200.00	0.00	\$200.00
	XXXXX0609	03/23/2021	Clyde K Cheng	204.00	EXP0013359 636	Travel San Mateo 010421	204.00	0.00	\$204.00
	XXXXX0610	03/23/2021	Suzanne M Park	20.00	EXP0012182 680	Misc Training	20.00	0.00	\$20.00
	XXXXX0611	03/23/2021	Elisa M Barrios	112.59	EXP0013444 743	Misc Boot Reimbursement 030621	112.59	0.00	\$112.59
	XXXXX0612	03/23/2021	Sam K Gor Junior	200.00	EXP0013444 719	Misc Boot Reimbursement 030621	200.00	0.00	\$200.00
	XXXXX0769	03/26/2021	Richard M Belanger	92.48	EXP0013809 182	Misc Carls Jr 022421	92.48	0.00	\$92.48
	XXXXX0770	03/26/2021	Brian W Gantt	265.00	EXP0013685 969	Travel Seaside 031521	265.00	0.00	\$265.00
	XXXXX0771	03/26/2021	Nicholas S Epidendio	220.00	EXP0013444 732	Misc Boot Reimbursement 010721	220.00	0.00	\$220.00
	XXXXX0772	03/26/2021	Fabian E Monge	265.00	EXP0013685 984	Travel Seaside 031521	265.00	0.00	\$265.00
	XXXXX0773	03/26/2021	Scott M Mueting	220.00	EXP0013444 947	Misc Boot Reimbursement 031221	220.00	0.00	\$220.00
	XXXXX0774	03/26/2021	James P Anton	220.00	EXP0013444 958	Misc Boot Reimbursement 031221	220.00	0.00	\$220.00
	XXXXX0775	03/26/2021	Jhoanne L Navarro-Tran	405.00	EXP0013515 999	Tuition Reimbursement Claim FY2020/2021	405.00	0.00	\$1,315.31
				441.05	EXP0013516	Tuition	441.05	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					079	Reimbursement Claim FY2020/2021			
				469.26	EXP0013516 113	Tuition Reimbursement Claim FY2020/2021	469.26	0.00	
	XXXXX0776	03/26/2021	Robin S Smith	621.00	EXP0013527 572	Tuition reimbursement claim FY2020/2021	621.00	0.00	\$621.00
Grand Total				3,389,736.02			3,389,736.02	0.00	\$3,389,736.02

City of Sunnyvale

LIST # 069

**List of All Claims and Bills Approved for Payment
For Payments Dated 03/28/2021 through 04/03/2021**

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	XXXXX0676	03/30/2021	Nutrien AG Solutions Inc	1,537.11	44235203		1,537.11	0.00	\$1,537.11
	XXXXX0677	03/30/2021	Bay Area Air Quality Management District	29,722.00	4JU68	Annual Permit Renewal 5/1/21-5/1/22	29,722.00	0.00	\$29,722.00
	XXXXX0678	03/30/2021	NOVAworks Foundation	81.92	PR202112	PR202112 Dues	81.92	0.00	\$81.92
	XXXXX0679	03/30/2021	Shahrzad Motie	79.76	21-101	NOVA Reimbursement Textbook & Materials	79.76	0.00	\$79.76
	XXXXX0680	03/30/2021	Tennyson Electric, Inc.	5,478.39	193047-48946	Utility Suspense Credit	5,478.39	0.00	\$5,478.39
	XXXXX0681	03/30/2021	Yan Fang Liang	6,861.42	159699-6320	Utility Suspense Credit	6,861.42	0.00	\$6,861.42
	XXXXX0682	03/30/2021	Katharina Neubrand	182.99	21-100	Medical Insurance: A Revenue Cycle Process Approach & Computers in the Medical Office	182.99	0.00	\$182.99
	XXXXX0683	03/30/2021	Abtech Technologies Inc	1,527.75	2011010-IN Tax	Payment for Tax and S&H	1,527.75	0.00	\$1,527.75
	XXXXX0684	03/30/2021	Amazon Capital Services Inc	26.59	17LR-MJXY-6H7J		26.59	0.00	\$750.82
				39.76	1CVT-G7LT-HCGM		39.76	0.00	
				653.96	1FFK-		653.96	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					W1WW-DNG4				
				30.51	1LC9-VDHT-RXWW		30.51	0.00	
	XXXXX0685	03/30/2021	Biggs Cardosa Assoc Inc	9,632.81	80415	December 2020 - Fair Oaks Bridge Rehab Project	9,632.81	0.00	\$28,037.95
				18,405.14	80750	January 2021 - Fair Oaks Bridge Rehab Project	18,405.14	0.00	
	XXXXX0686	03/30/2021	Brightview Landscape Services Inc	3,384.00	7216751		3,384.00	0.00	\$9,024.00
				5,640.00	7216752		5,640.00	0.00	
	XXXXX0687	03/30/2021	Burke Williams & Sorensen LLP	1,858.50	265055		1,858.50	0.00	\$2,369.50
				511.00	266000	February 2021 Services	511.00	0.00	
	XXXXX0688	03/30/2021	C Overaa & Co	498,536.80	PRMRYTRT MT2#43	UY-16/01-20	498,536.80	0.00	\$498,536.80
	XXXXX0689	03/30/2021	Calcon Systems Inc	1,583.83	48095		1,583.83	0.00	\$1,583.83
	XXXXX0690	03/30/2021	Canon Financial Services Inc	9,299.12	26054825	January 2021	9,299.12	0.00	\$18,598.24
				9,299.12	26243390	February 2021	9,299.12	0.00	
	XXXXX0691	03/30/2021	Canon Solutions America Inc	2,184.69	4034416326		2,184.69	0.00	\$5,924.39
				1,890.25	4035296721		1,890.25	0.00	
				1,849.45	4035567094		1,849.45	0.00	
	XXXXX0692	03/30/2021	Cogsdale Corp	2,100.00	CT0005469		2,100.00	0.00	\$2,100.00
	XXXXX0693	03/30/2021	CoreLogic Solutions LLC	11,548.16	50029002	Annual RealQuest 1/1/21/12/31/21	11,548.16	0.00	\$11,548.16
	XXXXX0694	03/30/2021	Creditron Corp	8,912.18	MN00001790	2021 Software Maintenance	8,912.18	0.00	\$8,912.18
	XXXXX0695	03/30/2021	PRISM	13,400.64	21401386	EAP Apr-Jun 2021	13,400.64	0.00	\$13,400.64
	XXXXX0696	03/30/2021	Division of the State	1,248.70	DSA030221		1,248.70	0.00	\$1,248.70

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Architect						
	XXXXX0697	03/30/2021	F&M Bank	26,765.10	PRMRYTRT MT2#43	UY-16/01-20	26,765.10	0.00	\$26,765.10
	XXXXX0698	03/30/2021	GCS Environmental Equipment Services Inc	613.39	22847		613.39	0.00	\$1,001.08
				387.69	22911		387.69	0.00	
	XXXXX0699	03/30/2021	Global Access Inc	236.00	17890		236.00	0.00	\$236.00
	XXXXX0700	03/30/2021	High Line Software Inc	67,058.00	INV33113	Annual Support Fees - Tier 3 7/1/20-6/30/21	67,058.00	0.00	\$67,058.00
	XXXXX0701	03/30/2021	Infosend Inc	1,268.17	188214		1,268.17	0.00	\$1,268.17
	XXXXX0702	03/30/2021	Interstate Battery System of San Jose	818.96	10298736		818.96	0.00	\$913.11
				94.15	10298738		94.15	0.00	
	XXXXX0703	03/30/2021	Interstate Sales	588.16	7111		588.16	0.00	\$588.16
	XXXXX0704	03/30/2021	Johnson Controls Fire Protection LP	974.42	22053636		974.42	0.00	\$4,995.24
				833.00	22053638		833.00	0.00	
				645.75	22053645		645.75	0.00	
				698.00	22053682		698.00	0.00	
				312.50	22053713		312.50	0.00	
				778.57	22053715		778.57	0.00	
				753.00	22053719		753.00	0.00	
	XXXXX0705	03/30/2021	Keller Supply Company	2,007.65	S014967651.001		2,007.65	0.00	\$2,472.99
				465.34	S015133624.001		465.34	0.00	
	XXXXX0706	03/30/2021	Kelly Moore Paint Co Inc	114.97	820-0000042940		114.97	0.00	\$114.97
	XXXXX0707	03/30/2021	Kimley Horn & Assoc Inc	3,085.70	097318026-0221	El Camino TS Feasibility Svc Thru 2/28/21	3,085.70	0.00	\$12,347.70

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				1,151.67	18393747	Mary & Evelyn Signal Svc Thru 2/28/21	1,151.67	0.00	
				3,255.33	18393850	Dilemma Zone Thru 2/28/2021	3,255.33	0.00	
				4,855.00	18496069	TS Spec Update Svc Thru 2/28/21	4,855.00	0.00	
	XXXXX0708	03/30/2021	L N Curtis & Sons Inc	673.62	INV452772		673.62	0.00	\$6,532.37
				4,528.95	INV461046		4,528.95	0.00	
				1,329.80	INV470499		1,329.80	0.00	
	XXXXX0709	03/30/2021	Lawson Products Inc	173.31	9308140112		173.31	0.00	\$752.56
				579.25	9308197684		579.25	0.00	
	XXXXX0710	03/30/2021	LC Action Police Supply	217.95	421637		217.95	0.00	\$1,794.85
				147.10	421638		147.10	0.00	
				24.17	421639		24.17	0.00	
				43.59	421640		43.59	0.00	
				23.97	421641		23.97	0.00	
				80.80	421642		80.80	0.00	
				107.91	422441		107.91	0.00	
				79.13	422670		79.13	0.00	
				21.10	422834		21.10	0.00	
				23.97	422835		23.97	0.00	
				208.95	422836		208.95	0.00	
				38.81	422837		38.81	0.00	
				173.47	422838		173.47	0.00	
				25.90	422839		25.90	0.00	
				38.81	422840		38.81	0.00	
				15.83	422841		15.83	0.00	
				168.20	422842		168.20	0.00	
				152.55	422843		152.55	0.00	
				55.54	422844		55.54	0.00	
				147.10	422845		147.10	0.00	
	XXXXX0711	03/30/2021	Level 3 Communications LLC	7,156.50	210198560		7,156.50	0.00	\$11,880.03
				4,723.53	210219585		4,723.53	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX0712	03/30/2021	Liebert Cassidy Whitmore	144.00	1516517		144.00	0.00	\$2,492.00
				2,348.00	1516518		2,348.00	0.00	
	XXXXX0713	03/30/2021	LTI Electric Inc	1,032.00	4359		1,032.00	0.00	\$1,032.00
	XXXXX0714	03/30/2021	Mallory Safety & Supply LLC	21.15	5024698		21.15	0.00	\$1,173.48
				149.63	5028229		149.63	0.00	
				289.51	5028886		289.51	0.00	
				62.95	5037595		62.95	0.00	
				513.39	5037715		513.39	0.00	
				119.68	5043233		119.68	0.00	
				17.17	5045047		17.17	0.00	
	XXXXX0715	03/30/2021	Maze & Assoc	136.00	39546		136.00	0.00	\$136.00
	XXXXX0716	03/30/2021	McMaster Carr Supply Co	239.59	52860805		239.59	0.00	\$3,144.05
				108.39	52861212		108.39	0.00	
				749.71	52861985		749.71	0.00	
				1,514.06	52952871		1,514.06	0.00	
				103.58	53542872		103.58	0.00	
				202.41	53711517		202.41	0.00	
				112.97	53867130		112.97	0.00	
				73.08	53888707		73.08	0.00	
				40.26	53893181		40.26	0.00	
	XXXXX0717	03/30/2021	Midwest Tape	8.16	5000475250		8.16	0.00	\$8.16
	XXXXX0718	03/30/2021	Mission Linen Service	52.87	514141304		52.87	0.00	\$230.55
				52.87	514182602		52.87	0.00	
				66.64	514225195		66.64	0.00	
				58.17	514268083		58.17	0.00	
	XXXXX0719	03/30/2021	MM Communications	700.00	INV-0986		700.00	0.00	\$700.00
	XXXXX0720	03/30/2021	MNS Engineers	20,200.00	77323		20,200.00	0.00	\$20,200.00
	XXXXX0721	03/30/2021	Municipal	411.01	0157192-IN		411.01	0.00	\$2,448.05

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Maintenance Equipment Inc	1,478.87	0157492-IN		1,478.87	0.00	
				558.17	0157732-IN		558.17	0.00	
	XXXXX0722	03/30/2021	NAPA Auto Parts	6.21	5983-608647		6.21	0.00	\$719.12
				97.39	5983-628562		97.39	0.00	
				10.89	5983-629630		10.89	0.00	
				41.66	5983-629755		41.66	0.00	
				5.25	5983-629778		5.25	0.00	
				89.91	5983-629808		89.91	0.00	
				121.88	5983-629853		121.88	0.00	
				95.63	5983-630662		95.63	0.00	
				77.39	5983-631418		77.39	0.00	
				79.60	5983-631611		79.60	0.00	
				2.76	5983-631659		2.76	0.00	
				30.51	5983-631777		30.51	0.00	
				8.12	5983-633940		8.12	0.00	
				51.92	5983-635339		51.92	0.00	
	XXXXX0723	03/30/2021	Nielsen Merksamer Parrinello Gross &	8,338.50	206166		8,338.50	0.00	\$18,476.50
				10,138.00	206766		10,138.00	0.00	
	XXXXX0724	03/30/2021	O'Dell Engineering	976.90	3524028	Preschool Outdoor Play Area 1/4/2021-2/7/2021	976.90	0.00	\$976.90
	XXXXX0725	03/30/2021	Office Depot Inc	7.15	144429287001	Frances Morales 1/8/2021	7.15	0.00	\$126.78
				2.17	149780397001	Michelle Chuck 1/12/2012	2.17	0.00	
				13.94	151835444001	Candi Latini 1/29/2021	13.94	0.00	
				39.22	157337778001		39.22	0.00	
				64.30	160059689001	Library 2/24/2021	64.30	0.00	
	XXXXX0726	03/30/2021	OverDrive Inc	2,790.81	00910CO20357987		2,790.81	0.00	\$12,577.51

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				1,256.52	00910CO210 54523		1,256.52	0.00	
				1,576.49	00910CO211 10422		1,576.49	0.00	
				1,363.31	00910CO211 10429		1,363.31	0.00	
				954.74	00910CO211 10430		954.74	0.00	
				171.99	00910DA203 53540		171.99	0.00	
				364.81	00910DA203 62180		364.81	0.00	
				46.27	00910DA210 58523		46.27	0.00	
				419.39	00910DA210 68322		419.39	0.00	
				515.00	00910DA210 81246		515.00	0.00	
				504.93	00910DA210 90958		504.93	0.00	
				194.93	00910DA211 03843		194.93	0.00	
				62.99	00910DA211 07168		62.99	0.00	
				1,093.33	00910DA211 12497		1,093.33	0.00	
				27.50	00910DA211 14574		27.50	0.00	
				1,234.50	MR00910210 60943		1,234.50	0.00	
	XXXXX0727	03/30/2021	P&R Paper Supply Co Inc	344.14	30340848-00		344.14	0.00	\$13,054.80
				1,435.68	30355450-00		1,435.68	0.00	
				1,576.57	30355519-00		1,576.57	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				1,024.77	30356228-00		1,024.77	0.00	
				3,043.23	30359864-01		3,043.23	0.00	
				127.27	30360176-00		127.27	0.00	
				329.70	30360176-01		329.70	0.00	
				57.82	30360176-02		57.82	0.00	
				266.32	30360986-00		266.32	0.00	
				3,455.52	30361326-00		3,455.52	0.00	
				374.09	30361326-01		374.09	0.00	
				888.63	30361644-00		888.63	0.00	
				131.06	30364439-01		131.06	0.00	
	XXXXX0728	03/30/2021	Pacific Gas & Electric Co	557.20	0607513452-5 0221	Traffic Signals	557.20	0.00	\$557.20
	XXXXX0729	03/30/2021	Payment Vision	1,932.56	203772		1,932.56	0.00	\$1,932.56
	XXXXX0730	03/30/2021	Peninsula Battery Inc	307.51	135189		307.51	0.00	\$307.51
	XXXXX0731	03/30/2021	Peterson	10,976.81	108760		10,976.81	0.00	\$12,150.20
				80.80	252827S		80.80	0.00	
				599.28	254677S		599.28	0.00	
				28.00	257500S		28.00	0.00	
				234.83	259710S		234.83	0.00	
				230.48	259711S		230.48	0.00	
	XXXXX0732	03/30/2021	Pine Cone Lumber Co Inc	123.87	89922		123.87	0.00	\$2,979.94
				1,374.59	91049		1,374.59	0.00	
				1,481.48	92647		1,481.48	0.00	
	XXXXX0733	03/30/2021	Portnov Computer School	5,400.00	02-01-21	09-07-501-17 Sergey Ulyanov	5,400.00	0.00	\$5,400.00
	XXXXX0734	03/30/2021	Pro-Sweep Inc	535.60	289540		535.60	0.00	\$535.60
	XXXXX0735	03/30/2021	R & B Co	1,473.84	N733691		1,473.84	0.00	\$9,861.92
				349.33	N849686		349.33	0.00	
				8,038.75	N877587		8,038.75	0.00	
	XXXXX0736	03/30/2021	Racy Ming Assoc LLC	10,200.00	Jan2021	Ag#001-1089-18 Jan	10,200.00	0.00	\$10,200.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						2021			
	XXXXX0737	03/30/2021	Rayvern Lighting Supply Co Inc	732.27	66783-0		732.27	0.00	\$732.27
	XXXXX0738	03/30/2021	Royal Brass Inc	176.70	945736-001	Misc Items for Fleet	176.70	0.00	\$176.70
	XXXXX0739	03/30/2021	Safeway Inc	66.33	00809004-022421		66.33	0.00	\$66.33
	XXXXX0740	03/30/2021	San Benito County	716.66	003-2287-20 #12	Ag#003-2287-20 Dec 2020	716.66	0.00	\$716.66
	XXXXX0741	03/30/2021	County of Santa Clara	2,276.00	1800075294		2,276.00	0.00	\$2,276.00
	XXXXX0742	03/30/2021	Silicon Valley Auto Body Inc	3,387.38	42159	Fleet Parts	3,387.38	0.00	\$3,387.38
	XXXXX0743	03/30/2021	Sonsray Machinery LLC	50.60	P15697-12		50.60	0.00	\$129.69
				79.09	P15805-12		79.09	0.00	
	XXXXX0744	03/30/2021	Staples Inc	-9.40	3461263657	Michelle Chuck	-9.40	0.00	\$1,328.09
				3.80	3467041889	Thao Nguyen 1/15/2021	3.80	0.00	
				23.40	3471088502	Thao Nguyen 2/17/2021	23.40	0.00	
				13.90	3471088503	Thao Nguyen 2/24/2021	13.90	0.00	
				412.02	3471096212		412.02	0.00	
				20.87	3472185724	Lisa Mason 3/15/2021	20.87	0.00	
				535.81	3472194087		535.81	0.00	
				327.69	7323951871	Priscilla Luckey 2/15/2021	327.69	0.00	
	XXXXX0745	03/30/2021	Stevens Creek Chrysler Jeep Dodge	411.59	371699		411.59	0.00	\$411.59
	XXXXX0746	03/30/2021	Stifel Nicolaus & Co Inc	1,945.86	121020-0017	Remarketing Svc 10/1/2020-12/31/2020	1,945.86	0.00	\$1,945.86

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX0747	03/30/2021	Studio Em Graphic Design	367.88	18112		367.88	0.00	\$6,954.75
				245.25	18115		245.25	0.00	
				2,943.00	18126		2,943.00	0.00	
				2,888.50	18143		2,888.50	0.00	
				147.15	18158		147.15	0.00	
				362.97	18159		362.97	0.00	
	XXXXX0748	03/30/2021	Suburban Propane	181.40	167600		181.40	0.00	\$259.99
				78.59	2632250	AC#1644-042648	78.59	0.00	
	XXXXX0749	03/30/2021	Sunbelt Rentals Inc	14,745.98	104908856-0006		14,745.98	0.00	\$28,606.82
				6,930.42	105257226-0006		6,930.42	0.00	
				6,930.42	105257226-0007		6,930.42	0.00	
	XXXXX0750	03/30/2021	Superion LLC	80.00	287230		80.00	0.00	\$90,080.00
				90,000.00	304473		90,000.00	0.00	
	XXXXX0751	03/30/2021	T-Mobile USA Inc	50.00	9435267757		50.00	0.00	\$150.00
				50.00	9435267758		50.00	0.00	
				50.00	9435267759		50.00	0.00	
	XXXXX0752	03/30/2021	Turf & Industrial Equipment Co	69.13	IV37189		69.13	0.00	\$157.77
				31.60	IV37690		31.60	0.00	
				57.04	IV37796		57.04	0.00	
	XXXXX0753	03/30/2021	Tyler Technologies	10,140.00	025-320454		10,140.00	0.00	\$10,140.00
	XXXXX0754	03/30/2021	United Rentals	143.42	190864986-001		143.42	0.00	\$275.72
				132.30	191045826-001		132.30	0.00	
	XXXXX0755	03/30/2021	United Site Services of California Inc	3,085.02	114-11396571		3,085.02	0.00	\$3,085.02
	XXXXX0756	03/30/2021	USA Bluebook	95.39	507976		95.39	0.00	\$95.39
	XXXXX0757	03/30/2021	Valley Oil Co	19,504.29	56769		19,504.29	0.00	\$44,798.58

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				25,294.29	60601		25,294.29	0.00	
	XXXXX0758	03/30/2021	Verizon Wireless	51.04	9875113601	642069813-00001 2/10/21-3/9/21	51.04	0.00	\$51.04
	XXXXX0759	03/30/2021	VESTRA Resources Inc	1,772.50	SUNNYVALE _Cl.82006-8	Svc Thru 1/31/2021	1,772.50	0.00	\$1,772.50
	XXXXX0760	03/30/2021	Weck Laboratories Inc	318.35	W1B0680		318.35	0.00	\$318.35
	XXXXX0761	03/30/2021	Witmer Tyson Imports Inc	890.00	T13903		890.00	0.00	\$890.00
	XXXXX0762	03/30/2021	Woodard & Curran Inc	19,121.25	186401	Wastewater Collection System Proj Svc P/E 2/5/2021	19,121.25	0.00	\$19,121.25
	XXXXX0763	03/30/2021	Anthony Pineda	2,433.06	April 2021	Medical Reimbursement April 2021	2,433.06	0.00	\$2,433.06
	XXXXX0764	03/30/2021	LISA G ROSENBLUM	22.39	April 2021	Medical Reimbursement April 2021	22.39	0.00	\$22.39
	XXXXX0765	03/30/2021	Michael Spath	2,074.83	April 2021	Medical Reimbursement April 2021	2,074.83	0.00	\$2,074.83
	XXXXX0766	03/30/2021	Robert A Bothman Inc	721,447.31	FAOKPKPLY GD#05	PR-16-04, PR-18-07	721,447.31	0.00	\$721,447.31
	XXXXX0767	03/30/2021	Western States Oil	18,980.68	815387		18,980.68	0.00	\$18,980.68
	XXXXX0768	03/30/2021	Ann Durkes	40.70	April 2021.	Medical Reimbursement April 2021	40.70	0.00	\$40.70
	XXXXX0769	03/30/2021	Charles Eaneff	708.56	April 2021.	Medical Reimbursement April 2021	708.56	0.00	\$708.56
	XXXXX0770	03/30/2021	Lynne Kilpatrick	40.02	April 2021.	Medical Reimbursement April	40.02	0.00	\$40.02

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						2021			
	XXXXX0771	03/30/2021	Mark Rogge	327.31	April 2021.	Medical Reimbursement April 2021	327.31	0.00	\$327.31
	XXXXX0772	03/30/2021	Dean Russell	2,074.83	April 2021.	Medical Reimbursement April 2021	2,074.83	0.00	\$2,074.83
	XXXXX0773	03/30/2021	Albert Scott	54.62	April 2021.	Medical Reimbursement April 2021	54.62	0.00	\$54.62
	XXXXX0774	03/30/2021	Robert Van Heusen	891.22	April 2021.	Medical Reimbursement April 2021	891.22	0.00	\$891.22
	XXXXX0775	03/30/2021	Glenn Fortin	471.62	April 2021..	Medical Reimbursement April 2021	471.62	0.00	\$471.62
	XXXXX0776	03/30/2021	Nancy Steward	708.56	April 2021.	Medical Reimbursement April 2021	708.56	0.00	\$708.56
	XXXXX0777	03/30/2021	The Sourcing Group LLC	679.00	337073		679.00	0.00	\$16,752.66
				2,154.11	344133		2,154.11	0.00	
				5,538.35	351048		5,538.35	0.00	
				1,700.40	352101		1,700.40	0.00	
				1,695.26	359489		1,695.26	0.00	
				647.47	367372		647.47	0.00	
				4,338.07	369627		4,338.07	0.00	
	XXXXX0778	03/30/2021	Tactical Avenues LLC	13,000.00	21-0026	SWAT Training	13,000.00	0.00	\$13,000.00
	XXXXX0779	03/30/2021	Pacific Gas & Electric Co	15,998.79	3272592818-1 0221	Parks & Fields	15,998.79	0.00	\$15,998.79
	XXXXX0780	03/30/2021	Pacific Gas & Electric Co	10,310.83	3564259466-3 0221	Traffic Signals	10,310.83	0.00	\$10,310.83
	XXXXX0781	03/30/2021	State Water	80.00	I Crortez D2	Isiah Cortez D2 Cert	80.00	0.00	\$80.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Resources Control Board						
	XXXXX0782	03/30/2021	Sunnyvale Downtown Association	4,091.11	2020-21 Grant Reimb #2	2021 Events Neighborhood Grant Reimb #2	4,091.11	0.00	\$4,091.11
	XXXXX0783	04/01/2021	Emergency Medical Services Authority	67.50	27680-1911P		67.50	0.00	\$178.50
				111.00	27680-2003	Original Invoice date 10/15/20	111.00	0.00	
	XXXXX0784	04/01/2021	State of CA - Dept of Forestry & Fire	600.00	FY21-213	7 State Fire Certifications	600.00	0.00	\$600.00
	XXXXX0785	04/01/2021	Shape Inc	38,436.67	128054		38,436.67	0.00	\$48,481.54
				1,320.00	128055		1,320.00	0.00	
				6,368.87	128119		6,368.87	0.00	
				2,356.00	128120		2,356.00	0.00	
	XXXXX0786	04/01/2021	Capovilla, Shelley	330.00	03	Virtual Classes	330.00	0.00	\$330.00
	XXXXX0787	04/01/2021	SHI International Corp	130.88	B13070294		130.88	0.00	\$7,751.61
				7,495.80	B13097155		7,495.80	0.00	
				65.44	B13109564		65.44	0.00	
				59.49	B13198744		59.49	0.00	
	XXXXX0788	04/01/2021	Shums Coda Assoc	14,265.00	6120	Plan Review Svc Jan 2021	14,265.00	0.00	\$42,342.50
				10,120.00	6121	Inspection Svc Jan 2021	10,120.00	0.00	
				10,827.50	6155	Plan Review Svc Feb 2021	10,827.50	0.00	
				7,130.00	6156	Inspection Svc Feb 2021	7,130.00	0.00	
	XXXXX0789	04/01/2021	Siegfried Engineering Inc	14,464.40	41616	Lawrence Stn Sidewalk & Bike Facilities Svc Thru 2/28/21	14,464.40	0.00	\$14,464.40
	XXXXX0790	04/01/2021	Sierra Pacific Turf	731.58	0591370-IN		731.58	0.00	\$2,043.72

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Supply Inc	1,017.16	0591371-IN		1,017.16	0.00	
				109.87	0592187-IN		109.87	0.00	
				108.80	0592188-IN		108.80	0.00	
				76.31	0592189-IN		76.31	0.00	
	XXXXX0791	04/01/2021	Silicon Valley Ergonomics LLC	225.00	SVL1013		225.00	0.00	\$225.00
	XXXXX0792	04/01/2021	Silver & Wright LLP	376.00	27619		376.00	0.00	\$376.00
	XXXXX0793	04/01/2021	SiteOne Landscape Supply LLC	439.64	106257139-001		439.64	0.00	\$439.64
	XXXXX0794	04/01/2021	Sloan Sakai Yeung & Wong LLP	7,330.50	45537		7,330.50	0.00	\$7,330.50
	XXXXX0795	04/01/2021	Smiths Gopher Trapping Service	2,064.00	15886B		2,064.00	0.00	\$2,064.00
	XXXXX0796	04/01/2021	Staples Inc	598.40	3473154899	Tim Kashitani 3/18/2021	598.40	0.00	\$598.40
	XXXXX0797	04/01/2021	Stewart Training Services	1,406.84	89616		1,406.84	0.00	\$1,406.84
	XXXXX0798	04/01/2021	Stop Processing Center	24.56	19164		24.56	0.00	\$24.56
	XXXXX0799	04/01/2021	Sunbelt Rentals Inc	1,361.67	110843150-0001		1,361.67	0.00	\$1,361.67
	XXXXX0800	04/01/2021	Sustainable Turf Science Inc	1,119.98	5491		1,119.98	0.00	\$1,119.98
	XXXXX0801	04/01/2021	Tint of Class	250.00	21216	Work Completed 2/16/2021	250.00	0.00	\$250.00
	XXXXX0802	04/01/2021	TJKM	477.50	0050713		477.50	0.00	\$477.50
	XXXXX0803	04/01/2021	TMT Enterprises Inc	1,508.42	07623		1,508.42	0.00	\$4,539.97
				1,514.51	07705		1,514.51	0.00	
				1,517.04	07785		1,517.04	0.00	
	XXXXX0804	04/01/2021	TRISTAR Risk Management	849.92	101697	Dec 2020 Claims Admin Fee	849.92	0.00	\$2,549.76

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				849.92	102156	Feb 2021 Claims Admin Fee	849.92	0.00	
				849.92	102388	March 2021 Claims Admin Fee	849.92	0.00	
	XXXXX0805	04/01/2021	Turf Star Inc	1,216.39	7159179-00		1,216.39	0.00	\$1,216.39
	XXXXX0806	04/01/2021	United Site Services of California Inc	2,446.03	114-11276087		2,446.03	0.00	\$5,769.80
				3,085.02	114-11526719		3,085.02	0.00	
				238.75	114-11568885		238.75	0.00	
	XXXXX0807	04/01/2021	Unity Courier Service Inc	878.00	466851		878.00	0.00	\$878.00
	XXXXX0808	04/01/2021	V & A Consulting Engineers	3,337.50	20080	Feb 2021	3,337.50	0.00	\$3,337.50
	XXXXX0809	04/01/2021	Viasyn	3,250.00	27248		3,250.00	0.00	\$6,500.00
				3,250.00	27269		3,250.00	0.00	
	XXXXX0810	04/01/2021	Water One Industries Inc	1,300.00	143974	Feb 2021 Water Treatment	1,300.00	0.00	\$1,300.00
	XXXXX0811	04/01/2021	Veronika Galne Babonics	107.92	21-082	Reimbursement to NOVA participant for required textbooks and materials.	107.92	0.00	\$107.92
	XXXXX0812	04/01/2021	Underground Construction Co, Inc.	4,557.91	202733-52878	Utility Suspense Credit	4,557.91	0.00	\$4,557.91
	XXXXX0813	04/01/2021	Cris Patrick Maningo	336.24	203599-75156	Utility Suspense Credit	336.24	0.00	\$336.24
	XXXXX0814	04/01/2021	Altos Realty Advisors, Inc.	450.10	186793-29590	Utility Credit balance refund	450.10	0.00	\$450.10
	XXXXX0815	04/01/2021	AAA Speedy Smog Test Only Station	40.00	031992		40.00	0.00	\$440.00
				40.00	031995		40.00	0.00	
				40.00	031999		40.00	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				40.00	032009		40.00	0.00	
				40.00	032014		40.00	0.00	
				40.00	032031		40.00	0.00	
				40.00	032036		40.00	0.00	
				40.00	032041		40.00	0.00	
				40.00	032055		40.00	0.00	
				40.00	032070		40.00	0.00	
				40.00	032081		40.00	0.00	
	XXXXX0819	04/01/2021	Aantex Pest Control	82.00	409446		82.00	0.00	\$6,964.00
				86.00	412975		86.00	0.00	
				86.00	412976.		86.00	0.00	
				137.00	416733		137.00	0.00	
				82.00	423143		82.00	0.00	
				63.00	423144		63.00	0.00	
				105.00	423145		105.00	0.00	
				101.00	423146		101.00	0.00	
				80.00	423147		80.00	0.00	
				126.00	423148		126.00	0.00	
				86.00	423149		86.00	0.00	
				86.00	423150		86.00	0.00	
				86.00	423151		86.00	0.00	
				86.00	423152		86.00	0.00	
				86.00	423153		86.00	0.00	
				86.00	423154		86.00	0.00	
				63.00	423155		63.00	0.00	
				63.00	423156		63.00	0.00	
				63.00	423157		63.00	0.00	
				44.00	423158		44.00	0.00	
				44.00	423159		44.00	0.00	
				44.00	423160		44.00	0.00	
				44.00	423161		44.00	0.00	
				44.00	423162		44.00	0.00	
				44.00	423163		44.00	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				63.00	423164		63.00	0.00	
				87.00	423165		87.00	0.00	
				63.00	423166		63.00	0.00	
				87.00	423167		87.00	0.00	
				137.00	423186		137.00	0.00	
				85.00	423198		85.00	0.00	
				88.00	423206		88.00	0.00	
				85.00	423493		85.00	0.00	
				65.00	423494		65.00	0.00	
				82.00	424470		82.00	0.00	
				63.00	424471		63.00	0.00	
				105.00	424472		105.00	0.00	
				101.00	424473		101.00	0.00	
				80.00	424474		80.00	0.00	
				126.00	424475		126.00	0.00	
				86.00	424476		86.00	0.00	
				86.00	424477		86.00	0.00	
				86.00	424478		86.00	0.00	
				86.00	424479		86.00	0.00	
				86.00	424480		86.00	0.00	
				86.00	424481		86.00	0.00	
				63.00	424482		63.00	0.00	
				63.00	424483		63.00	0.00	
				63.00	424484		63.00	0.00	
				44.00	424485		44.00	0.00	
				137.00	424486		137.00	0.00	
				85.00	424488		85.00	0.00	
				44.00	426144		44.00	0.00	
				44.00	426145		44.00	0.00	
				44.00	426146		44.00	0.00	
				44.00	426147		44.00	0.00	
				44.00	426148		44.00	0.00	
				63.00	426149		63.00	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				87.00	426150		87.00	0.00	
				63.00	426151		63.00	0.00	
				87.00	426152		87.00	0.00	
				88.00	426284		88.00	0.00	
				85.00	426533		85.00	0.00	
				65.00	426534		65.00	0.00	
				82.00	427428		82.00	0.00	
				63.00	427429		63.00	0.00	
				105.00	427430		105.00	0.00	
				101.00	427431		101.00	0.00	
				80.00	427432		80.00	0.00	
				126.00	427433		126.00	0.00	
				86.00	427435		86.00	0.00	
				86.00	427437		86.00	0.00	
				86.00	427438		86.00	0.00	
				63.00	427441		63.00	0.00	
				63.00	427442		63.00	0.00	
				137.00	427444		137.00	0.00	
				85.00	427446		85.00	0.00	
				44.00	429032		44.00	0.00	
				44.00	429035		44.00	0.00	
				85.00	429361		85.00	0.00	
				82.00	430340		82.00	0.00	
				86.00	430347		86.00	0.00	
				63.00	430350		63.00	0.00	
				63.00	430351		63.00	0.00	
				63.00	430352		63.00	0.00	
				137.00	430354		137.00	0.00	
				85.00	430356		85.00	0.00	
				86.00	431914		86.00	0.00	
	XXXXX0821	04/01/2021	All Star Glass	544.12	WSJ073335		544.12	0.00	\$544.12
	XXXXX0822	04/01/2021	Always Under	262.53	93844		262.53	0.00	\$262.53

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX0823	04/01/2021	Pressure						
			Amazon Capital Services Inc	79.44	13PL-GKXQ-LMC1	Legacy Invoice	79.44	0.00	\$324.05
				26.15	17WJ-MD3J-H4JQ		26.15	0.00	
				43.58	1HQ6-LDJX-LHJD		43.58	0.00	
				20.60	1NJR-9VM4-RQKW		20.60	0.00	
				15.25	1QG7-TQMM-3QMC		15.25	0.00	
				26.15	1VHY-HM6X-MQNM		26.15	0.00	
				112.88	1XQR-6JMG-WWFC.		112.88	0.00	
	XXXXX0824	04/01/2021	AT&T	307.76	000016006821		307.76	0.00	\$307.76
	XXXXX0825	04/01/2021	Baker & Taylor	454.14	2035732889		454.14	0.00	\$1,943.27
				442.76	5016740129		442.76	0.00	
				28.83	5016753420		28.83	0.00	
				140.08	5016753422		140.08	0.00	
				49.30	5016753424		49.30	0.00	
				140.50	5016753426		140.50	0.00	
				22.42	5016753428		22.42	0.00	
				395.50	5016773030		395.50	0.00	
				229.53	5016780095		229.53	0.00	
				40.21	5016780097		40.21	0.00	
	XXXXX0826	04/01/2021	Bound Tree Medical LLC	606.05	64037439		606.05	0.00	\$606.05
				-632.21	70305629		-632.21	0.00	
				632.21	83982726	Credit Memo Return # 70305629 will be applied to this invoice	632.21	0.00	
	XXXXX0827	04/01/2021	Brightview Landscape	6,935.00	7138043		6,935.00	0.00	\$6,935.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Services Inc						
	XXXXX0828	04/01/2021	California Dept of Tax & Fee Admin	247.00	01/01/20		247.00	0.00	\$247.00
	XXXXX0829	04/01/2021	Central Labor Council Partnership	57,944.71	44	February 2021	57,944.71	0.00	\$57,944.71
	XXXXX0830	04/01/2021	CentralSquare Technologies, LLC	130,862.34	302444		130,862.34	0.00	\$130,862.34
	XXXXX0831	04/01/2021	City of San Jose	178.23	0013	Agrmt #002-11145-19 - January 2021	178.23	0.00	\$178.23
	XXXXX0832	04/01/2021	Coast Counties Peterbilt	254.99	01120909P		254.99	0.00	\$617.58
				362.59	01122565P		362.59	0.00	
	XXXXX0833	04/01/2021	Coastal Tractor	705.51	IV68964		705.51	0.00	\$705.51
	XXXXX0834	04/01/2021	Dave Bang Associates Inc of California	33.10	CA49646		33.10	0.00	\$33.10
	XXXXX0835	04/01/2021	Davey Resource Group	16,550.00	915327353		16,550.00	0.00	\$16,550.00
	XXXXX0836	04/01/2021	DevCare Solutions	6,723.00	SU-12		6,723.00	0.00	\$7,387.00
				664.00	SU-13	January 2021	664.00	0.00	
	XXXXX0837	04/01/2021	DKF Solutions Group LLC	308.71	10676		308.71	0.00	\$308.71
	XXXXX0838	04/01/2021	EOA Inc	263.96	SU62-0720		263.96	0.00	\$263.96
	XXXXX0839	04/01/2021	GCS Environmental Equipment Services Inc	147.68	22716		147.68	0.00	\$147.68
	XXXXX0840	04/01/2021	Watersavers Irrigation Inc	242.55	2411670-00		242.55	0.00	\$242.55
	XXXXX0841	04/01/2021	Weco Industries LLC	6,387.45	0047184-IN		6,387.45	0.00	\$12,912.61
				6,525.16	0047195-IN		6,525.16	0.00	
	XXXXX0842	04/01/2021	West Lite Supply Co Inc	365.55	81873H		365.55	0.00	\$365.55
	XXXXX0843	04/01/2021	Winsupply of Silicon	266.85	022341 01		266.85	0.00	\$5,318.61

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Valley	155.83	022351 02		155.83	0.00	
				3,925.35	022551 02		3,925.35	0.00	
				446.13	022859 01		454.45	8.32	
				524.45	023249 01		534.23	9.78	
	XXXXX0844	04/01/2021	Woodard & Curran Inc	16,786.50	187581	Collection Sys Expansion & Capacity Assessment P/E 3/5/2021	16,786.50	0.00	\$16,786.50
	XXXXX0845	04/01/2021	Zayo Group LLC	32,604.33	20210300248 65		32,604.33	0.00	\$32,604.33
	XXXXX0846	04/01/2021	Amilia Consulting USA Inc	2,987.50	0729	Smart Approach To Cost Recovery 50% Proj Total	2,987.50	0.00	\$2,987.50
	XXXXX0847	04/01/2021	Asian Americans for Community Involvement of Santa Clara County, Inc.	1,890.00	F08-2020.12-1		1,890.00	0.00	\$1,890.00
	XXXXX0848	04/01/2021	Pacific Gas & Electric Co	16,811.18	6022590556-5 0221	H2O Supply	16,811.18	0.00	\$16,811.18
	XXXXX0849	04/01/2021	General Datatech LP	3,968.00	90330864		3,968.00	0.00	\$3,968.00
	XXXXX0850	04/01/2021	Grainger	134.02	98455555268		134.02	0.00	\$134.02
	XXXXX0851	04/01/2021	H F & H Consultants LLC	12,857.50	9717518		12,857.50	0.00	\$12,857.50
	XXXXX0852	04/01/2021	Heritage Environmental Services LLC	362.50	2102707		362.50	0.00	\$3,783.63
				311.36	2103018		311.36	0.00	
				3,109.77	2104730		3,109.77	0.00	
	XXXXX0853	04/01/2021	Hybrid Commercial Printing Inc	861.10	27235		861.10	0.00	\$3,630.79
				172.22	27237		172.22	0.00	
				86.11	27238		86.11	0.00	
				258.33	27239		258.33	0.00	
				497.04	27248		497.04	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				971.19	27257		971.19	0.00	
				258.33	27263		258.33	0.00	
				172.22	27265		172.22	0.00	
				354.25	27266		354.25	0.00	
	XXXXX0854	04/01/2021	Intex Auto Parts	183.56	2-91779-14		183.56	0.00	\$183.56
	XXXXX0855	04/01/2021	Jakes of Sunnyvale	235.00	12021		235.00	0.00	\$235.00
	XXXXX0856	04/01/2021	Kelly Paper Co	346.87	10422409.		346.87	0.00	\$1,659.19
				54.50	10422487		54.50	0.00	
				245.09	10424050		245.09	0.00	
				217.95	10424113		217.95	0.00	
				369.97	10444297		369.97	0.00	
				54.21	10452474		54.21	0.00	
				370.60	10452518		370.60	0.00	
	XXXXX0857	04/01/2021	Kimley Horn & Assoc Inc	2,897.50	18047716	Curve Eval Svc Thru 12/31/2020	2,897.50	0.00	\$5,687.46
				2,789.96	18393954	Dilemma Zone II Svc Thru 2/28/2021	2,789.96	0.00	
	XXXXX0858	04/01/2021	Lawson Products Inc	424.37	9308245998		424.37	0.00	\$424.37
	XXXXX0859	04/01/2021	Local Government Publications	143.56	21-390		143.56	0.00	\$143.56
	XXXXX0860	04/01/2021	Mallory Safety & Supply LLC	1,863.64	5023006		1,863.64	0.00	\$2,446.13
				582.49	5050014		582.49	0.00	
	XXXXX0861	04/01/2021	Motorola	43,685.76	41298606		43,685.76	0.00	\$43,685.76
	XXXXX0862	04/01/2021	Multiple Pump Service Inc	63,564.48	7225	2/16-3/17/2021 Svc & Equipment	63,564.48	0.00	\$63,564.48
	XXXXX0863	04/01/2021	P&A Adminstrative Services Inc	1,698.86	610402	Health & Dep Care Reimb 3/21/21-3/27/21	1,698.86	0.00	\$1,698.86
	XXXXX0864	04/01/2021	P&R Paper Supply Co	573.56	30363551-00		573.56	0.00	\$1,402.26

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Inc	828.70	30364439-00		828.70	0.00	
	XXXXX0865	04/01/2021	Pacific Coast Trane Controls	499.60	S106525		499.60	0.00	\$499.60
	XXXXX0866	04/01/2021	Pacific Crest Landscape and Maintenance	833.33	41746		833.33	0.00	\$2,566.66
				900.00	41889		900.00	0.00	
				833.33	41983		833.33	0.00	
	XXXXX0867	04/01/2021	Pine Cone Lumber Co Inc	17.76	89461		17.76	0.00	\$851.02
				33.62	89672		33.62	0.00	
				247.80	91306		247.80	0.00	
				63.96	91733		63.96	0.00	
				487.88	92482		487.88	0.00	
	XXXXX0868	04/01/2021	R & B Co	434.70	N716928		434.70	0.00	\$2,543.62
				920.23	N775361		920.23	0.00	
				1,188.69	S1993294.00 1		1,188.69	0.00	
	XXXXX0869	04/01/2021	Raimi + Associates Inc	170,595.08	20-4066		170,595.08	0.00	\$254,468.77
				83,873.69	21-4156		83,873.69	0.00	
	XXXXX0870	04/01/2021	Reed & Graham Inc	4,611.30	994402		4,611.30	0.00	\$32,488.09
				3,629.04	994498		3,629.04	0.00	
				5,331.64	994598		5,331.64	0.00	
				2,926.95	994865		2,926.95	0.00	
				3,202.30	995339		3,370.84	168.54	
				2,753.25	995521		2,898.16	144.91	
				616.87	995599		649.34	32.47	
				4,557.78	995709		4,797.66	239.88	
				4,858.96	995890		5,114.70	255.74	
	XXXXX0871	04/01/2021	Refrigeration Supplies Distributor	368.30	38467373-00		368.30	0.00	\$751.92
				133.88	38468068-00		133.88	0.00	
				87.67	38468088-00		87.67	0.00	
				162.07	38468364-00		162.07	0.00	
	XXXXX0872	04/01/2021	Regional Government Services Authority	2,970.00	11671	Dec 2020	2,970.00	0.00	\$2,970.00
	XXXXX0873	04/01/2021	Safeway Inc	33.54	00432793-		33.54	0.00	\$253.51

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					030321				
				31.14	00436347-0320321		31.14	0.00	
				134.43	00724168-011121		134.43	0.00	
				54.40	00804125-011121		54.40	0.00	
	XXXXX0874	04/01/2021	San Jose Conservation Corps	8,750.00	7493	Feb 2021	8,750.00	0.00	\$8,750.00
EFT	XXXXX0779	03/30/2021	DAN HAMMONS	1,372.78	April 2021	Medical Reimbursement April 2021	1,372.78	0.00	\$1,372.78
	XXXXX0780	03/30/2021	DAVID KAHN	1,009.06	April 2021	Medical Reimbursement April 2021	1,009.06	0.00	\$1,009.06
	XXXXX0781	03/30/2021	DAVID L VERBRUGGE	2,074.83	April 2021	Medical Reimbursement April 2021	2,074.83	0.00	\$2,074.83
	XXXXX0782	03/30/2021	DAYTON W K PANG	2,433.06	April 2021	Medical Reimbursement April 2021	2,433.06	0.00	\$2,433.06
	XXXXX0783	03/30/2021	DEAN CHU	1,145.09	April 2021	Medical Reimbursement April 2021	1,145.09	0.00	\$1,145.09
	XXXXX0784	03/30/2021	DON JOHNSON	552.96	April 2021	Medical Reimbursement April 2021	552.96	0.00	\$552.96
	XXXXX0785	03/30/2021	DOUGLAS MORETTO	1,148.08	April 2021	Medical Reimbursement April 2021	1,148.08	0.00	\$1,148.08
	XXXXX0786	03/30/2021	ENCARNACION HERNANDEZ	142.76	April 2021	Medical Reimbursement April 2021	142.76	0.00	\$142.76
	XXXXX0787	03/30/2021	ESTRELLA	181.48	April 2021	Medical	181.48	0.00	\$181.48

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			KAWCZYNSKI			Reimbursement April 2021			
	XXXXX0788	03/30/2021	EUGENE J WADDELL	529.55	April 2021	Medical Reimbursement April 2021	529.55	0.00	\$529.55
	XXXXX0789	03/30/2021	GAIL SWEGLES	101.14	April 2021	Medical Reimbursement April 2021	101.14	0.00	\$101.14
	XXXXX0790	03/30/2021	GARY LUEBBERS	468.43	April 2021	Medical Reimbursement April 2021	468.43	0.00	\$468.43
	XXXXX0791	03/30/2021	GREGORY E KEVIN	757.62	April 2021	Medical Reimbursement April 2021	757.62	0.00	\$757.62
	XXXXX0792	03/30/2021	JAMES BOUZIANE	1,048.78	April 2021	Medical Reimbursement April 2021	1,048.78	0.00	\$1,048.78
	XXXXX0793	03/30/2021	JANICE BROUSSARD	659.90	April 2021	Medical Reimbursement April 2021	659.90	0.00	\$659.90
	XXXXX0794	03/30/2021	Jeanette Langdell	723.85	April 2021	Medical Reimbursement April 2021	723.85	0.00	\$723.85
	XXXXX0795	03/30/2021	JEFFREY PLECQUE	1,231.62	April 2021	Medical Reimbursement April 2021	1,231.62	0.00	\$1,231.62
	XXXXX0796	03/30/2021	JEROME P AMMERMAN	659.90	April 2021	Medical Reimbursement April 2021	659.90	0.00	\$659.90
	XXXXX0797	03/30/2021	JOHN S WITTHAUS	1,648.34	April 2021	Medical Reimbursement April 2021	1,648.34	0.00	\$1,648.34
	XXXXX0798	03/30/2021	KAREN WOBLESKY	1,622.00	April 2021	Medical Reimbursement April	1,622.00	0.00	\$1,622.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						2021			
	XXXXX0799	03/30/2021	KATHLEEN FRANCO SIMMONS	414.72	April 2021	Medical Reimbursement April 2021	414.72	0.00	\$414.72
	XXXXX0800	03/30/2021	KELLY FITZGERALD	531.62	April 2021	Medical Reimbursement April 2021	531.62	0.00	\$531.62
	XXXXX0801	03/30/2021	KELLY MENEHAN	327.31	April 2021	Medical Reimbursement April 2021	327.31	0.00	\$327.31
	XXXXX0802	03/30/2021	KLAUS DAEHNE	629.27	April 2021	Medical Reimbursement April 2021	629.27	0.00	\$629.27
	XXXXX0803	03/30/2021	MARK G PETERSEN	2,398.81	April 2021	Medical Reimbursement April 2021	2,398.81	0.00	\$2,398.81
	XXXXX0804	03/30/2021	MARK STIVERS	54.62	April 2021	Medical Reimbursement April 2021	54.62	0.00	\$54.62
	XXXXX0805	03/30/2021	MIKE ECCLES	169.76	April 2021	Medical Reimbursement April 2021	169.76	0.00	\$169.76
	XXXXX0806	03/30/2021	PETE GONDA	2,074.83	April 2021	Medical Reimbursement April 2021	2,074.83	0.00	\$2,074.83
	XXXXX0807	03/30/2021	ROBERT WALKER	1,485.37	April 2021	Medical Reimbursement April 2021	1,485.37	0.00	\$1,485.37
	XXXXX0808	03/30/2021	RONALD DALBA	882.62	April 2021	Medical Reimbursement April 2021	882.62	0.00	\$882.62
	XXXXX0809	03/30/2021	SCOTT MORTON	659.90	April 2021	Medical Reimbursement April 2021	659.90	0.00	\$659.90

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX0810	03/30/2021	SILVIA MARTINS	421.95	April 2021	Medical Reimbursement April 2021	421.95	0.00	\$421.95
	XXXXX0811	03/30/2021	SIMON C LEMUS	1,622.00	April 2021	Medical Reimbursement April 2021	1,622.00	0.00	\$1,622.00
	XXXXX0812	03/30/2021	STEPHEN QUICK	1,465.80	April 2021	Medical Reimbursement April 2021	1,465.80	0.00	\$1,465.80
	XXXXX0813	03/30/2021	STEVEN D PIGOTT	571.93	April 2021	Medical Reimbursement April 2021	571.93	0.00	\$571.93
	XXXXX0814	03/30/2021	TAMMY PARKHURST	421.95	April 2021	Medical Reimbursement April 2021	421.95	0.00	\$421.95
	XXXXX0815	03/30/2021	THERESE BALBO	1,198.96	April 2021	Medical Reimbursement April 2021	1,198.96	0.00	\$1,198.96
	XXXXX0816	03/30/2021	TIM CARLYLE	757.62	April 2021	Medical Reimbursement April 2021	757.62	0.00	\$757.62
	XXXXX0817	03/30/2021	TIM JOHNSON	471.62	April 2021	Medical Reimbursement April 2021	471.62	0.00	\$471.62
	XXXXX0818	03/30/2021	VINCENT CHETCUTI	2,433.06	April 2021	Medical Reimbursement April 2021	2,433.06	0.00	\$2,433.06
	XXXXX0819	03/30/2021	WILLIAM BIELINSKI	421.95	April 2021	Medical Reimbursement April 2021	421.95	0.00	\$421.95
	XXXXX0820	03/30/2021	Robin S Smith	621.00	EXP0013527 550	Tuition reimbursement claim FY 2020/2021	621.00	0.00	\$621.00
	XXXXX0821	03/30/2021	ABEL A VARGAS	170.74	April 2021	Medical	170.74	0.00	\$170.74

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						Reimbursement April 2021			
	XXXXX0822	03/30/2021	AIMEE FOSBENNER	202.70	April 2021	Medical Reimbursement April 2021	202.70	0.00	\$202.70
	XXXXX0823	03/30/2021	ALI FATAPOUR	1,648.34	April 2021	Medical Reimbursement April 2021	1,648.34	0.00	\$1,648.34
	XXXXX0824	03/30/2021	ANNABEL YURUTUCU	708.56	April 2021	Medical Reimbursement April 2021	708.56	0.00	\$708.56
	XXXXX0825	03/30/2021	BRICE MCQUEEN	1,648.34	April 2021	Medical Reimbursement April 2021	1,648.34	0.00	\$1,648.34
	XXXXX0826	03/30/2021	BYRON K PIPKIN	945.62	April 2021	Medical Reimbursement April 2021	945.62	0.00	\$945.62
	XXXXX0827	03/30/2021	CARL RUSHMEYER	1,148.08	April 2021	Medical Reimbursement April 2021	1,148.08	0.00	\$1,148.08
	XXXXX0828	03/30/2021	CATHY HAYNES	904.30	April 2021	Medical Reimbursement April 2021	904.30	0.00	\$904.30
	XXXXX0829	03/30/2021	CHRIS CARRION	1,048.78	April 2021	Medical Reimbursement April 2021	1,048.78	0.00	\$1,048.78
	XXXXX0830	03/30/2021	CHRISTINE MENDOZA	708.56	April 2021	Medical Reimbursement April 2021	708.56	0.00	\$708.56
	XXXXX0831	03/30/2021	CORYN CAMPBELL	421.95	April 2021	Medical Reimbursement April 2021	421.95	0.00	\$421.95
	XXXXX0832	03/30/2021	Cynthia Howells	142.76	April 2021	Medical Reimbursement April	142.76	0.00	\$142.76

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						2021			
WIRE	XXXXX0940	03/31/2021	Carl Warren & Company	36,742.70	2/28/21	Wire Date 3/12/21	36,742.70	0.00	\$36,742.70
	XXXXX0941	03/31/2021	Wells Fargo	93.00	43002-2021-03-09	Paid on behalf of Gorman Deborah	93.00	0.00	\$93,246.47
				472.91	43003-2021-03-09	Paid on behalf of Henderson Kevin	472.91	0.00	
				233.72	43004-2021-03-09	Paid on behalf of Johnson Tisha	233.72	0.00	
				4,487.94	43005-2021-03-09	Paid on behalf of Gamble Deborah	4,487.94	0.00	
				508.44	43006-2021-03-09	Paid on behalf of Berdeen Bryan	508.44	0.00	
				153.94	43007-2021-03-09	Paid on behalf of Lofranco John	153.94	0.00	
				84.99	43008-2021-03-09	Paid on behalf of Huerta Rene	84.99	0.00	
				2,041.84	43009-2021-03-09	Paid on behalf of Wilson Rodney	2,041.84	0.00	
				986.00	43010-2021-03-09	Paid on behalf of Merrill Mark	986.00	0.00	
				419.85	43011-2021-03-09	Paid on behalf of Hill Trenton	419.85	0.00	
				84.99	43012-2021-03-09	Paid on behalf of Raygoza Jesus	84.99	0.00	
				20.14	43013-2021-03-09	Paid on behalf of Medina Roberto	20.14	0.00	
				167.71	43014-2021-03-09	Paid on behalf of Orozco Raymond	167.71	0.00	
				35.00	43015-2021-03-09	Paid on behalf of Nunez-Sanchez Jennifer	35.00	0.00	
				228.09	43016-2021-	Paid on behalf of	228.09	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					03-09	Gamez Alberto			
				225.00	43017-2021-03-09	Paid on behalf of Filipovic Bonnie	225.00	0.00	
				95.42	43018-2021-03-09	Paid on behalf of Muse Michael	95.42	0.00	
				800.00	43019-2021-03-09	Paid on behalf of Goel Swati	800.00	0.00	
				453.70	43020-2021-03-09	Paid on behalf of Rodriguez Lorena	453.70	0.00	
				65.29	43021-2021-03-09	Paid on behalf of Knight Robert	65.29	0.00	
				14.95	43022-2021-03-09	Paid on behalf of Jensen Julie	14.95	0.00	
				21.73	43023-2021-03-09	Paid on behalf of Tokutomi Eric	21.73	0.00	
				4,878.57	43024-2021-03-09	Paid on behalf of Rodriguez Pedro	4,878.57	0.00	
				500.00	43025-2021-03-09	Paid on behalf of Ng Jennifer	500.00	0.00	
				104.25	43026-2021-03-09	Paid on behalf of Sipes Jeffrey	104.25	0.00	
				458.25	43027-2021-03-09	Paid on behalf of Simontacchi John	458.25	0.00	
				14,384.30	43028-2021-03-09	Paid on behalf of Ketell Victoria	14,384.30	0.00	
				34.85	43029-2021-03-09	Paid on behalf of Mckinley Joseph	34.85	0.00	
				3,169.07	43030-2021-03-09	Paid on behalf of Gutierrez Monica	3,169.07	0.00	
				726.00	43031-2021-03-09	Paid on behalf of Nguyen Thao Thanh	726.00	0.00	
				134.33	43032-2021-03-09	Paid on behalf of Young George	134.33	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				1,350.00	43033-2021-03-09	Paid on behalf of Holden Katrina	1,350.00	0.00	
				375.20	43034-2021-03-09	Paid on behalf of Bracamonte Markus	375.20	0.00	
				464.00	43035-2021-03-09	Paid on behalf of Digiovanna Elizabeth	464.00	0.00	
				972.03	43036-2021-03-09	Paid on behalf of Plonka Marie	972.03	0.00	
				217.66	43037-2021-03-09	Paid on behalf of Locke Ron	217.66	0.00	
				610.76	43038-2021-03-09	Paid on behalf of Greenfield Elizabeth	610.76	0.00	
				70.00	43039-2021-03-09	Paid on behalf of Choi Yong Nan	70.00	0.00	
				-6.66	43040-2021-03-09	Paid on behalf of Cotter Rick	-6.66	0.00	
				75.87	43041-2021-03-09	Paid on behalf of Bracamonte Daniel	75.87	0.00	
				3,377.31	43042-2021-03-09	Paid on behalf of Mason Lisa	3,377.31	0.00	
				51.64	43043-2021-03-09	Paid on behalf of Nguyen Alex	51.64	0.00	
				660.00	43044-2021-03-09	Paid on behalf of Rodriguez Maria	660.00	0.00	
				259.86	43045-2021-03-09	Paid on behalf of Gutierrez Randy	259.86	0.00	
				652.42	43046-2021-03-09	Paid on behalf of Serfoss Charles	652.42	0.00	
				161.48	43047-2021-03-09	Paid on behalf of Jacquemet Paul	161.48	0.00	
				25.00	43048-2021-03-09	Paid on behalf of Theyskens William	25.00	0.00	
				53.30	43049-2021-	Paid on behalf of	53.30	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					03-09	Belanger Richard			
				172.23	43050-2021-03-09	Paid on behalf of Asche Matthew	172.23	0.00	
				608.80	43051-2021-03-09	Paid on behalf of Avila Saul	608.80	0.00	
				420.65	43052-2021-03-09	Paid on behalf of Contreras Audel	420.65	0.00	
				487.83	43053-2021-03-09	Paid on behalf of Brown James	487.83	0.00	
				833.24	43054-2021-03-09	Paid on behalf of Mcelroy Scott	833.24	0.00	
				60.80	43055-2021-03-09	Paid on behalf of Collins William	60.80	0.00	
				892.54	43056-2021-03-09	Paid on behalf of Charles Rodolfo	892.54	0.00	
				823.42	43057-2021-03-09	Paid on behalf of Medina Gerardo	823.42	0.00	
				510.00	43058-2021-03-09	Paid on behalf of Kashitani Timothy	510.00	0.00	
				172.57	43059-2021-03-09	Paid on behalf of Tano Troy	172.57	0.00	
				76.52	43060-2021-03-09	Paid on behalf of Ruiz Graciela	76.52	0.00	
				1,043.81	43061-2021-03-09	Paid on behalf of Barajas Jerardo	1,043.81	0.00	
				100.00	43062-2021-03-09	Paid on behalf of Barajas Sandra	100.00	0.00	
				41.40	43063-2021-03-09	Paid on behalf of Lopez Javier	41.40	0.00	
				379.15	43064-2021-03-09	Paid on behalf of Barajas Emiliano	379.15	0.00	
				106.96	43065-2021-03-09	Paid on behalf of Ragsdale Michele	106.96	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						Bridget			
				2,429.89	43066-2021-03-09	Paid on behalf of Luckey Priscilla	2,429.89	0.00	
				99.00	43067-2021-03-09	Paid on behalf of Lofranco Delanie	99.00	0.00	
				19,520.90	43068-2021-03-09	Paid on behalf of Espinoza Leonard	19,520.90	0.00	
				1,301.33	43069-2021-03-09	Paid on behalf of Callaghan Julie	1,301.33	0.00	
				290.77	43070-2021-03-09	Paid on behalf of Kashitani Jamie	290.77	0.00	
				2,436.47	43071-2021-03-09	Paid on behalf of Buczeke Walter	2,436.47	0.00	
				475.00	43072-2021-03-09	Paid on behalf of Schaeffer Taylor	475.00	0.00	
				13.08	43073-2021-03-09	Paid on behalf of Martinez Melena Gabriela	13.08	0.00	
				1,488.85	43074-2021-03-09	Paid on behalf of Bautista Mario	1,488.85	0.00	
				783.75	43075-2021-03-09	Paid on behalf of Garcia Claire	783.75	0.00	
				283.00	43076-2021-03-09	Paid on behalf of Gissibl Karen	283.00	0.00	
				3,910.30	43077-2021-03-09	Paid on behalf of Griffith Jonathan	3,910.30	0.00	
				2,200.94	43078-2021-03-09	Paid on behalf of Bayani Rafael	2,200.94	0.00	
				75.00	43079-2021-03-09	Paid on behalf of Witt Mark	75.00	0.00	
				202.09	43080-2021-03-09	Paid on behalf of Klackle Chris	202.09	0.00	
				2,069.52	43081-2021-	Paid on behalf of	2,069.52	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					03-09	Chuck Michelle			
				261.93	43082-2021-03-09	Paid on behalf of Ashe Jesse	261.93	0.00	
				281.25	43083-2021-03-09	Paid on behalf of Thompson Kori	281.25	0.00	
				52.70	43084-2021-03-09	Paid on behalf of Padilla Tony	52.70	0.00	
				1,095.80	43085-2021-03-09	Paid on behalf of Gott Tracey	1,095.80	0.00	
				192.00	43086-2021-03-09	Paid on behalf of Hernandez Jaime	192.00	0.00	
				179.99	43087-2021-03-09	Paid on behalf of Chetcuti Marie	179.99	0.00	
				180.00	43088-2021-03-09	Paid on behalf of Barron Gloria	180.00	0.00	
				91.81	43089-2021-03-09	Paid on behalf of Elizondo Mary	91.81	0.00	
				548.94	43090-2021-03-09	Paid on behalf of Cornejo Charles	548.94	0.00	
				128.49	43091-2021-03-09	Paid on behalf of Le Kien Ricky	128.49	0.00	
				16.07	43092-2021-03-09	Paid on behalf of Bailey Camron	16.07	0.00	
				22.86	43093-2021-03-09	Paid on behalf of Villalobos Jose	22.86	0.00	
				407.49	43094-2021-03-09	Paid on behalf of Valino Marion	407.49	0.00	
				15.29	43095-2021-03-09	Paid on behalf of Velasco Leanora	15.29	0.00	
				7.90	49002-2021-03-12	Paid on behalf of Mason Lisa	7.90	0.00	
	XXXXX0942	03/31/2021	California Dept of Tax & Fee Admin	1,280.42	0017695418	February 28, 2021	1,280.42	0.00	\$1,280.42

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
Grand Total				3,055,149.92			3,056,009.56	859.64	\$3,055,149.92



City of Sunnyvale

Agenda Item

21-0320

Agenda Date: 4/20/2021

REPORT TO COUNCIL

SUBJECT

Approve Budget Modification No. 20 to Appropriate \$3.5 Million in Valley Transportation Authority (VTA) 2016 Measure B Funding and \$389,000 from the Transportation Impact Fee Funds for the Environmental, Permitting, and Design Costs for the Stevens Creek Trail Segment from W. Remington Drive to W. Fremont Avenue and Authorize the City Manager to Execute All Grant-Related Documents

BACKGROUND

The idea and vision for a Stevens Creek Trail for pedestrians and bicyclists was first identified by the Santa Clara County Planning Department in 1961. The County's plan for a "Stevens Creek Park Chain" created a framework for preserving land along Stevens Creek for an interconnected system of parks and trails. Today, the Stevens Creek Trail extends approximately five miles from the Bay Trail at Shoreline Park to the Dale Avenue/Heatherstone Way bicycle and pedestrian overcrossing of State Route 85 in Mountain View. An additional one-mile trail segment is in place from Stevens Creek Boulevard to McClellan Road through Blackberry Farm Park and McClellan Ranch Preserve in Cupertino.

A coordinated trail planning effort between the cities of Cupertino, Los Altos, Mountain View and Sunnyvale started in 2009 with the appointment of the Joint Cities Working Team (JCWT), which consisted of one elected official and one staff member from each agency. In the fall of 2012, the Citizens Working Group (CWG) was also created to assist with public outreach and act in an advisory role to the JCWT. A consultant team was selected to prepare a feasibility study to evaluate potential routes to bridge the gap in trail segments that currently exist in Mountain View and Cupertino. The Joint Cities Coordinated Stevens Creek Trail Feasibility Study was completed September 2015. The Study identified and evaluated potential routes to complete the gaps in the existing Stevens Creek Trail. Goals and policies regarding the development of the Stevens Creek Trail have been integrated into the long-range planning documents of all participating cities.

Upon completion of the Study, the JCWT made recommendations on trail alignment preferences, as well as policy recommendations, such as protecting and improving wildlife habitat, preserving public land, and continuing the collaboration with regional partners. These recommendations were presented to the four city councils in 2015 and 2016. Overall, the cities supported the JCWT recommendations and each city council had city-specific direction for other improvements or policies. The Sunnyvale City Council selected the preferred alignment at their February 9, 2016 meeting (RTC No. 16-0034). The preferred alignment selected was from Dale Avenue/Heatherstone Way to Fremont Avenue. This includes an off-street trail along the 22 acres of open space along State Route (SR) 85 from Dale Avenue/Heatherstone Way to Fremont Avenue, and connections at Fremont Avenue, on both sides of SR 85.

The City of Mountain View is leading the effort for the trail segment from Dale/Heatherstone Way to W. Remington Drive. The City of Sunnyvale will be working jointly with the City of Mountain View on this project once it begins.

The City of Sunnyvale is leading the effort for the trail segment from W. Remington Drive to W. Fremont Avenue. This report focuses on this segment.

GRANT SUMMARY

In 2016, Santa Clara County voters approved Measure B, a 30-year, half-cent countywide sales tax to enhance transit, highways, expressways and active transportation (e.g., bicycles, pedestrians, and complete streets). Over the 30-year period, VTA anticipates that the 2016 Measure B sales tax will generate \$6.3 billion in 2017 dollars. The Measure B program is categorized into nine different transportation projects to allocate the funds appropriately:

- Local Streets & Roads
- BART Silicon Valley Phase II
- **Bicycle & Pedestrian**
- Caltrain Grade Separations
- Caltrain Corridor Capacity Improvements
- Highway Interchanges
- County Expressways
- State Route 85 Corridor
- Transit Operations

The Bicycle & Pedestrian category consists of three subcategories listed below, of which VTA administers these funds and awards them to individual cities on a competitive basis.

- Education & Encouragement Programs
- Planning Studies
- **Capital Projects**

The **Bicycle & Pedestrian - Capital Projects** competitive grant is to fund bicycle and pedestrian projects of countywide significance identified by the cities, Santa Clara County, and Valley Transit Authority (VTA). Approximately \$250 million would be allocated for the Bicycle and Pedestrian Capital Project Competitive Grant Program to support projects in eliminating bike/pedestrian gaps, improving connections, mobility, and providing for a safer and more convenient environment for bicyclists and pedestrians.

In April 2020, staff submitted a grant application for the Stevens Creek Trail Extension (from W. Remington Dr. to W. Fremont Ave.) to the Valley Transportation Authority (VTA) for the 2016 Measure B Bicycle and Pedestrian Program - Capital Projects Competitive grant funds for FY 2020/21 totaling \$26.8 million.

The intent of the Stevens Creek Trail Extension project is to provide a continuation of the north-south trail from W. Remington Drive to W. Fremont Avenue to further close the existing gap between Mountain View and Cupertino. Mountain View has also received Measure B funding to design the

Dale Avenue/Heatherstone Way to W. Remington Drive segment and staff is actively coordinating with them on their project.

In July 2020, VTA notified staff that this project was recommended for funding. A total of \$3.5M for the environmental and design phases of the project was awarded. See Attachment 1 for the award letter. The competitive grant program requires a 10% non-2016 Measure B contribution. The 10% local match required for this project is \$389,000. This phase of the project does not include construction.

Granting Agency

The FY 2020/21 VTA's Bicycle & Pedestrian Capital Program funds set aside for competitive local government grant awards are administered by the VTA.

EXISTING POLICY

General Plan, Chapter 3, *Land Use and Transportation Element*:

- Goal A: Coordinated Regional and Local Planning - Protect the quality of life, the natural environment, and property investment, preserve home rule, secure fair share funding, and provide leadership in the region.
- Goal B: Environmentally Sustainable Land Use and Transportation Planning and Development - Support the sustainable vision by incorporating sustainable features into land use and transportation decisions and practices.
- Goal C: An Effective Multimodal Transportation System - Offer the community a variety of transportation modes for local travel that are also integrated with the regional transportation system and land use pattern. Favor accommodation of alternative modes to the automobile as a means to enhance efficient transit use, bicycling, and walking and corresponding benefits to the environment, person-throughput, and qualitative improvements to the transportation system environment.
- Goal H: Options for Healthy Living - Create a city development pattern and improve the city's infrastructure in order to maximize healthy choices for all ages, including physical activity, use of the outdoors, and access to fresh food.

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 the criteria to be administratively appropriated by the City Manager; therefore, a budget modification is required. Grant funds from VTA have external reporting requirements and fall under the federal single audit guidelines.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California

Environmental Quality Act ("CEQA") as the approval of the Budget Modification in support of the City's grant application for Measure B as part of the City's application for the 2016 Santa Valley Transportation Authority (VTA) Measure B Bicycle and Pedestrian Competitive Grant Program is not a commitment to the extension project and it does not require environmental review at this time. Should Council direct staff to move the project forward, appropriate CEQA analysis will be performed during the project design process.

FISCAL IMPACT

VTA has authorized the disbursement of \$3,500,000 for the environmental and design phase of the Stevens Creek Trail Extension (W. Remington Dr. to W. Fremont Ave.) The total cost of this phase of the project, including the City's local match, is \$3,889,000. The cost to construct the project will be developed through the design phase.

Budget Modification No. 20 has been prepared to appropriate FY 2020/21 Measure B funds from the VTA Bike & Pedestrian Capital Program in the amount of \$3,500,000 and the 10% in local match funds from the Transportation Impact Fee Fund in the amount of \$389,000 to fund the environmental permitting and design costs for the Stevens Creek Trail Extension project (from W. Remington Dr. to W. Fremont Ave.).

Budget Modification No. 20 FY 2020/21

	Current	Increase/ (Decrease)	Revised
<u>VTA Measure B Fund</u>			
<u>Revenues</u>			
FY 2020/21 2016 Measure B Bike/Ped Capital Project Fund Allocation	\$0	\$3,500,000	\$3,500,000
 <u>Capital Projects Fund - Transportation Impact Fee Sub Fund</u>			
Reserves			
Capital Projects Reserve	\$40,646,428	(\$389,000)	\$40,257,428
 <u>Capital Projects Fund - General Assets Sub Fund</u>			
<u>Expenditures</u>			
New Project - Stevens Creek Trail Extension (W. Remington Ave. to W. Fremont Ave.)	\$0	\$3,889,000	\$3,889,000

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. In addition, the agenda

and report are available at the Office of the City Clerk and on the City's website.

RECOMMENDATION

Approve Budget Modification No. 20 to Appropriate \$3,500,000 in Valley Transportation Authority (VTA) 2016 Measure B Funding and \$389,000 from the Transportation Impact Fee Funds for the Environmental, Permitting, and Design Costs for the Stevens Creek Trail Segment from W. Remington Drive to W. Fremont Avenue and Authorize the City Manager to Execute All Grant-Related Documents

Prepared by: Nabilah Deen, Transportation Engineer
Reviewed by: Dennis Ng, Transportation and Traffic Manager
Reviewed by: Chip Taylor, Director, Public Works
Reviewed by: Timothy J. Kirby, Director of Finance
Reviewed by: Jaqui Guzmán, Deputy City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENTS


1. VTA 2016 Measure B Funding Award Letter FY20-FY21
2. Draft Sunnyvale FY 2020/21 Stevens Creek Trail Extension Funding Agreement



MEMORANDUM

Writer's Direct Telephone: 408.321.5513

TO: Lilian Tsang, Project Manager
City of Sunnyvale

FROM: Jane Shinn
2016 Measure B Program Office 

DATE: 07/14/2020

SUBJECT: FY20 – FY30 2016 Measure B Bicycle/Pedestrian Capital Project 10-year Priority List
Funding Award: FY20-FY21 Funding Cycle

Hi Lilian,

For the FY20 – FY21 funding cycle, your 2016 Measure B Bike/Ped capital project has been awarded the following:

- Stevens Creek Trail Extension (W. Remington Dr. to W. Fremont Ave.)
- Environmental & Design phases
- \$3,500,000

A draft funding agreement for the environmental and design phases of the Stevens Creek Trail Extension (W. Remington Dr. to W. Fremont Ave.) project will be sent to you for review and processing.

If you have any questions, feel free to contact me at jane.shinn@vta.org or at 408.321.5513.

**FUNDING AGREEMENT
BETWEEN
CITY OF SUNNYVALE
AND
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
FOR
STEVENS CREEK TRAIL EXTENSION (W. REMINGTON DRIVE TO W. FREMONT AVENUE)**

THIS AGREEMENT ("AGREEMENT") is between the CITY OF SUNNYVALE, referred to herein as "CITY", and the SANTA CLARA VALLEY TRANSPORTATION AUTHORITY, referred to herein as "VTA". Hereinafter, CITY and VTA may be individually referred to as "PARTY" or collectively referred to as "PARTIES".

I. RECITALS

1. Whereas, on June 24, 2016, the VTA Board of Directors adopted a resolution to place a ballot measure before the voters of Santa Clara County in November 2016 to authorize a one-half of one percent retail transaction and use tax ("2016 MEASURE B") for 30 years for nine transportation-related program categories; and
2. Whereas, on November 8, 2016, the voters of Santa Clara County enacted 2016 MEASURE B for 30 years to pay for the nine transportation-related program categories; and
3. Whereas, the duration of 2016 MEASURE B will be 30 years from the initial year of collection, beginning April 1, 2017, and continuing through March 31, 2047; and
4. Whereas, on October 5, 2017, the VTA Board of Directors established the 2016 Measure B Program ("PROGRAM") and adopted the 2016 Measure B Program Category Guidelines; and
5. Whereas, the PROGRAM includes a Bicycle and Pedestrian program category ("BIKE/PED CATEGORY") to fund bicycle and pedestrian projects and educational programs; and
6. Whereas, the BIKE/PED CATEGORY consists of three sub-categories, including a Capital Projects Competitive Grant Program ("BIKE/PED CAPITAL PROGRAM"); and
7. Whereas, on October 3, 2019 the VTA Board of Directors adopted the BIKE/PED CAPITAL PROGRAM criteria; and
8. Whereas, on December 3, 2019 the Fiscal Year (FY) 2020 (July 1, 2019 to June 30, 2020) to Fiscal Year 2030 (July 1, 2029 to June 30, 2030) BIKE/PED CAPITAL PROGRAM call for projects was released; and
9. Whereas on June 4, 2020 the VTA Board of Directors approved the FY2020 to FY2030 10-year priority project list for the BIKE/PED CAPITAL PROGRAM; and
10. Whereas, Stevens Creek Trail Extension (W. Remington Drive to W. Fremont Avenue) is an eligible project on the VTA Board of Directors approved FY2020 to FY2030 10-year priority project list for the BIKE/PED CAPITAL PROGRAM; and

11. Whereas, VTA and CITY desire to specify herein the terms and conditions under which the BIKE/PED CAPITAL PROGRAM funds will be administered to CITY by VTA as directed by the VTA Board of Directors.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the PARTIES agree as follows:

II. AGREEMENT

1. DESCRIPTION OF PROJECT

The Stevens Creek Trail Extension (W. Remington Drive to W. Fremont Avenue) ("TRAIL") will close the existing gap of Stevens Creek Trail by a separated off-street Class I trail running north-south from the proposed future Stevens Creek Trail extension at Remington Drive, to Fremont Avenue in Sunnyvale. It will also consist of an east-west undercrossing under State Route 85, an east-west pedestrian/bicycle bridge crossing Stevens Creek Trail connecting to Remington Drive, and a north-south overcrossing over Fremont Avenue.

2. SCOPE OF WORK

The scope of work for this AGREEMENT consists of the following: (a) environmental permitting, (b) design phases, and (c) the development of cost estimates for (i) right-of-way requisition and (ii) construction, (the "PROJECT") for the Stevens Creek Trail Extension described in Section 1 above.

3. TERM OF AGREEMENT

The term of this AGREEMENT will commence on the Effective Date (as defined in the signature block below) and continue through the later of: (i) June 30, 2025, (ii) completion of the PROJECT, (iii) cancellation of the PROJECT, or (iv) termination of this AGREEMENT pursuant to the terms herein.

4. COST OF PROJECT

Total cost of the PROJECT is estimated not to exceed \$3,890,000.00 ("TOTAL PROJECT COST"). Total cost of the PROJECT includes environmental permitting and design costs.

The TOTAL PROJECT COST means the total cumulative dollar amount actually incurred and expended toward the PROJECT by all PARTIES involved, as measure at the completion or termination of the PROJECT.

5. FINANCIAL CONTRIBUTION TO COST OF PROJECT

- a. VTA's Financial Contribution for PROJECT. VTA will contribute an amount not to exceed \$3,500,000.00 of BIKE/PED CAPITAL PROGRAM funds to be used by CITY for completion of the

PROJECT. All funds will be available on a reimbursement basis ELIGIBLE COSTS (as described in Section 6 herein) only and pursuant to the terms and conditions set forth herein.

- b. CITY's Financial Contribution for PROJECT. CITY is solely responsible for all funds CITY has expended toward the PROJECT prior to Effective Date of this AGREEMENT, and CITY must not seek reimbursement from VTA for such costs.
- c. Additional Funds. Any additional funds required to complete the PROJECT will be CITY's sole responsibility.
- d. PROJECT Savings. If the PROJECT is delivered under budget, VTA's contribution of BIKE/PED CAPITAL PROGRAM funds will be reduced in proportion to CITY's Financial Contribution to PROJECT.
- e. In all circumstances, regardless of the TOTAL PROJECT COST, CITY is responsible for contributing a minimum of 10% of the TOTAL PROJECT COST.

6. ELIGIBLE USE OF FUNDS

Only ELIGIBLE COSTS (as defined herein) directly related to the PROJECT incurred by CITY after the Effective Date of this AGREEMENT, will be eligible for reimbursement.

ELIGIBLE COSTS are costs that: (i) are directly related to the environmental permitting, design, and administration of the PROJECT; and (ii) were incurred in compliance with all applicable 2016 Measure B program requirements.

7. CITY'S ROLE

- a. Tasks. CITY will be the sponsor and implementing agency for the environmental permitting and design phases for the PROJECT. In its role as sponsor and implementing agency under this AGREEMENT, CITY must perform and/or be responsible for the following tasks:
 - i. Serve as project manager for the PROJECT.
 - ii. All actions necessary to procure design services for the PROJECT, including but not limited to advertising the work via a public solicitation, opening bids in response to the public solicitation, awarding a contract, approving contract documents, and administering the awarded design contract in accordance with all applicable laws, regulations, and codes, including but not limited to the California Public Contract Code and the California Labor Code.
 - iii. Obtain all necessary permits for performance of the PROJECT.
 - iv. Conduct standard close-out activities for the PROJECT, including but not limited to performing final accounting review and reviewing all contractual requirements.
 - v. Serve as the lead agency for environmental review of the PROJECT.

b. Other PROJECT Management Duties. CITY must:

- i. Submit to VTA the most current version of VTA's 2016 Measure B Complete Streets Checklist for Capital Projects (as supplied by VTA to CITY) within five (5) business days of the Effective Date of this AGREEMENT.
- ii. Submit a project management plan ("PMP") to VTA within thirty (30) business days of the Effective Date of this AGREEMENT. The PMP must be in writing and must include information regarding staffing plan, cost, schedule, contracting plan, and risk assessment.
- iii. Actively monitor actual PROJECT expenditures to ensure that the 2016 MEASURE B funds are used to pay only for ELIGIBLE COSTS (as defined in Section 6).
- iv. Provide VTA with written quarterly progress updates on the PROJECT, including but not limited to updates on PROJECT expenditures, any changes in scope and schedule, and PROJECT status.
- v. Provide VTA copies of PROJECT deliverables including, but not limited to, reports, designs, drawings, plans, specifications, schedules, and other materials. CITY will provide VTA a minimum of thirty (30) calendar days to review and provide comments. VTA's comments must be considered in the final design phase of the PROJECT before CITY constructs the PROJECT. If CITY chooses not to incorporate any VTA comment into the final design for the PROJECT, CITY must provide VTA with a written explanation of why such comment was not incorporated.
- vi. Submit the PROJECT's final report ("FINAL REPORT") to VTA. This FINAL REPORT must be in writing and must include information regarding final PROJECT costs along with any other information VTA may require for inclusion in the FINAL REPORT.
- vii. CITY will make staff available to present on the PROJECT at VTA committees as needed.

8. VTA'S PROJECT Role. VTA will perform and/or be responsible for the following tasks:

- a. Tasks. VTA will perform and be responsible for the following tasks to perform oversight for PROJECT:
 - i. Review PROJECT's Complete Streets checklist to ensure Complete Streets compliance.
 - ii. Provide technical oversight of PROJECT, including reviews of PMP and PROJECT deliverables listed in Section 9.b.vi.
 - iii. Provide oversight of the delivery of the PROJECT to ensure PROJECT compliance with the 2016 Measure B Program Category Guidelines.

9. CITY'S OBLIGATIONS

CITY must:

- a. Ensure that all 2016 MEASURE B funds are expended on only allowable BIKE/PED CAPITAL PROGRAM expenditures as described above in Section 6. ELIGIBLE USE OF FUNDS.
- b. Begin request for reimbursement of ELIGIBLE COSTS (see Section 6. ELIGIBLE USE OF FUNDS) from VTA within one (1) year of the Effective Date of this AGREEMENT.
- c. Submit to VTA all records including contractors' invoices, miscellaneous invoices, and force account charges as substantiation for invoices submitted to VTA for reimbursement hereunder.
- d. Maintain financial records, books, documents, papers, accounting records, and other evidence pertaining to costs related to this AGREEMENT for five (5) years. CITY shall make such records available to VTA upon VTA's written request for review and audit purposes. Financial audits will be performed at VTA's sole discretion.
- e. Submit invoices to vta.accountspayable@vta.org, no more frequently than monthly, for reimbursement of ELIGIBLE COSTS (see Section 6. ELIGIBLE USE OF FUNDS). CITY must submit invoices within one year of the date CITY incurs the cost submitted on the invoice for reimbursement (unless otherwise approved by VTA in writing).

10. VTA'S OBLIGATIONS

VTA will remit the amount due to the CITY under an invoice within thirty (30) calendar days of receipt of a complete and proper, fully documented invoice complying with the requirements set forth herein.

11. INDEMNIFICATION

Neither VTA nor any officer or employee thereof will be responsible for any damage or liability arising out of or relating to CITY's acts or omissions under or in connection with any work, authority, or jurisdiction associated with this AGREEMENT. Pursuant to California Government Code §895.4, CITY must fully defend, indemnify, and save harmless VTA from all suits or actions of every name, kind, and description arising from an injury (as defined by California Government Code §810.8) relating to CITY's acts or omissions under or in connection with any work, authority, or jurisdiction delegated to CITY under this AGREEMENT. This provision will survive the termination or expiration of this AGREEMENT.

12. INSURANCE

At all times during this AGREEMENT, CITY must comply with the insurance requirements and specifications of Attachment B attached hereto, and herein incorporated by reference.

13. ADDITIONAL INSURED AND INDEMNITY PROVISION

In any agreement executed between the CITY and a third party for purposes related in any way to the subject matter of this AGREEMENT ("THIRD PARTY CONTRACT"), the CITY must require that VTA be named as (i) Additional insureds on a primary and non-contributory basis with Separation of Insureds and Waiver of Subrogation on all policies of insurance, except when not applicable required in the THIRD PARTY CONTRACT and (ii) indemnified parties in any indemnity provision contained in the THIRD PARTY CONTRACT. THIRD PARTY CONTRACTS must contain insurance requirements with coverages at least as broad as, and limits at least as great as, the requirements of Attachment B in this AGREEMENT.

14. PUBLIC WORKS

If the CITY awards a contract to a third party for the performance of a public work (as defined in California Labor Code Section 1720 through 1720.6) (a "PUBLIC WORKS CONTRACT") in connection with this AGREEMENT, the CITY must comply, and must require such third party to comply, with the requirements of California Labor Code Section 1720 et seq. If the PUBLIC WORKS CONTRACT is funded in whole or in part with federal funds, the CITY must also comply, and must require such third party to also comply, with the requirements of the Davis Bacon Act (40 U.S.C. Sections 3141-3144 and 3146-3148).

15. COMPLIANCE WITH APPLICABLE LAW

In the execution of the PROJECT and performance of its responsibilities set forth herein, CITY must comply with all applicable requirements of state, federal, and local law.

16. COMPLIANCE WITH 2016 MEASURE B REQUIREMENTS

In its performance under this AGREEMENT, CITY must comply with, and must ensure PROJECT compliance with all 2016 MEASURE B requirements set forth in the 2016 Measure B Program Category Guidelines for the BIKE/PED CATEGORY as identified in Attachment A, attached hereto.

17. TERMINATION

Each of the PARTIES may at any time terminate this AGREEMENT by giving thirty (30) calendar days' written notice of such termination to other PARTY. Notice must identify the effective date of such cancellation and must be provided in accordance with the terms and conditions of this AGREEMENT.

In the event of termination as set forth herein, CITY must submit its final invoice to VTA within thirty (30) calendar days of the effective date of termination, solely for ELIGIBLE COSTS incurred by CITY prior to the effective date of the termination (see Section 6. ELIGIBLE USE OF FUNDS).

18. AUDIT AND RECORDS

- a. All PARTIES must maintain, and shall require their contractors to maintain, in accordance with generally accepted accounting principles and practices, complete books, accounts, records,

and data pertaining to services performed under this AGREEMENT, including the costs of contract administration. Such documentation must be supported by properly executed payrolls, invoices, contracts, and vouchers evidencing in detail the nature and propriety of any charges and must be sufficient to allow a proper audit of services. All checks, payrolls, invoices, contracts and other accounting documents pertaining in whole or in part to the services must be clearly identified and readily accessible.

- b. For the duration of the AGREEMENT, and for a period of five (5) years after final payment, the PARTIES and their representatives shall have access during normal business hours to any books, accounts, records, data, and other relevant documents that are pertinent to this AGREEMENT for audits, examinations, excerpts, and transactions and copies thereof must be furnished upon request.

19. NOTICES

All notices required or permitted under this AGREEMENT must be in writing, will be effective five (5) days after being sent by personal service or certified mail, or forty-eight (48) hours after being sent by electronic mail to the individuals at the addresses set forth below, or to such other address which may be specified in writing by the PARTIES hereto.

VTA:
Marcella Rensi
Deputy Director, Grants & Allocations
Santa Clara Valley Transportation Authority
3331 N First Street
San Jose, CA 95134
Email: marcella.rensi@vta.org

CITY:
Transportation and Traffic Manager
City of Sunnyvale – Department of Public Works
456 W. Olive Avenue
Sunnyvale, CA 94086
Email: pubworks@sunnyvale.ca.gov

Written notification to the other PARTY must be provided, in advance, for changes in the name or address of the individuals identified above.

20. GENERAL TERMS AND CONDITIONS

- a. **Headings.** The subject headings of the articles and paragraphs in this AGREEMENT are included for convenience only and will not affect the construction or interpretation of any of its provisions.
- b. **Construction and Interpretation of Agreement.** This AGREEMENT, and each of its provisions, terms and conditions, has been reached as a result of negotiations between the PARTIES. Accordingly, each PARTY expressly acknowledges and agrees that (i) this AGREEMENT will not be deemed to have been authored, prepared, or drafted by any particular PARTY and (ii) the

rule of construction that ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this AGREEMENT or in the resolution of disputes.

- c. **Amendment.** No alteration or variation of the terms of this AGREEMENT will be valid unless made in writing and signed by both of the PARTIES hereto, and no oral understanding or agreement not incorporated herein will be binding on any of the PARTIES hereto.
- d. **Entire Agreement.** This AGREEMENT contains the entire understanding between VTA and CITY relating to the subject matter hereof. This AGREEMENT supersedes any and all other agreements which may have existed between the PARTIES, whether oral or written, relating to the subject matter hereof. This AGREEMENT is binding upon each PARTY, their legal representatives, and successors for the duration of the AGREEMENT.
- e. **Representation of Authority.** Each PARTY to this AGREEMENT represents and warrants that each person whose signature appears hereon has been duly authorized and has the full authority to execute this AGREEMENT on behalf of the entity that is a party to this AGREEMENT.
- f. **No Waiver.** The failure of either PARTY to insist upon the strict performance of any of the terms, covenants and conditions of this AGREEMENT will not be deemed a waiver of any right or remedy that either PARTY may have, and will not be deemed a waiver of either PARTY's right to require strict performance of all of the terms, covenants, and conditions hereunder.
- g. **Dispute Resolution.** If a question or allegation arises regarding (i) interpretation of this AGREEMENT or its performance, or (ii) the alleged failure of a PARTY to perform, the PARTY raising the question or making the allegation shall give written notice thereof to the other PARTY. The PARTIES shall promptly meet in an effort to resolve the issues raised. If the PARTIES fail to resolve the issues raised, alternative forms of dispute resolution, including mediation, may be pursued by mutual agreement. It is the intent of the PARTIES to the greatest extent possible to avoid litigation as a method of dispute resolution.
- h. **Severability.** If any of the provisions of this AGREEMENT (or portions or applications thereof) are held to be unenforceable or invalid by any court of competent jurisdiction, VTA and CITY shall negotiate an equitable adjustment in the provisions this AGREEMENT with a view toward effecting the purpose of this AGREEMENT, and the validity and enforceability of the remaining provisions or portions or applications thereof will not be affected thereby.
- i. **Governing Law.** The laws of the State of California will govern this AGREEMENT, as well as any claim that might arise between CITY and VTA, without regard to conflict of law provisions.
- j. **Venue.** Any lawsuit or legal action arising from this AGREEMENT must be commenced and prosecuted in the courts of Santa Clara County, California. CITY agrees to submit to the personal jurisdiction of the courts located in Santa Clara County, California for the purpose of litigating all such claims.
- k. **Ownership of Work.** All reports, designs, drawings, plans, specifications, schedules, studies, memoranda, and other documents assembled for or prepared by or for; in the process of being assembled or prepared by or for; or furnished to VTA or CITY under this AGREEMENT

are the joint property of all PARTIES. Each PARTY is entitled to copies and access to these materials during the progress of the PROJECT and upon completion of the PROJECT or termination of this AGREEMENT. All PARTIES may retain a copy of all material produced under this AGREEMENT for use in their general activities.

- l. **Attribution to the VTA.** CITY must include attribution to VTA that indicates part of the work was funded by 2016 Measure B Funds. This provision applies to any project or publication that was funded in part or in whole by 2016 Measure B Funds. Acceptable forms of attribution include 2016 Measure B's branding on PROJECT-related documents, construction signs, public information materials, and any other applicable documents. VTA will provide 2016 Measure B branding to CITY.
- m. **Non-discrimination.** The PARTIES and any contractors performing services on behalf of the PARTIES ("Contractors") will not unlawfully discriminate or permit discrimination, harass, or allow harassment against any person or group of persons because of race, color, religious creed, national origin, ancestry, age (over 40), sex, gender, gender identity, gender expression, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition (including cancer), mental disability, physical disability (including HIV and AIDS), genetic information, or military and veteran's status, or in any manner prohibited by federal, state, or local laws. In addition, the PARTIES and Contractors shall not unlawfully deny any of their employees family care leave or discriminate against such employees on the basis of having to use family care leave. The PARTIES and Contractors must ensure that the evaluation and treatment of their employees and applicants for employment is free of such discrimination and harassment.
- n. **Relationship of the PARTIES.** It is understood that this is an AGREEMENT by and between independent parties and does not create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship other than that of independent contractor.
- o. **Warranty of Authority to Execute Agreement.** Each PARTY to this AGREEMENT represents and warrants that each person whose signature appears hereon is authorized and has the full authority to execute this AGREEMENT on behalf of the entity that is a PARTY to this AGREEMENT.

Signatures of PARTIES on following page.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT as of the last date set forth below (“Effective Date”).

***Santa Clara Valley
Transportation Authority***

***City of Sunnyvale, a California municipal
corporation***

Evelynn Tran
General Counsel and Interim General
Manager/CEO

Kent Steffens
City Manager

Date

Date

Approved as to Form

Approved as to Form

Uzma Saeed
Assistant Counsel

Robert Boco
Senior Assistant City Attorney

ATTACHMENT A

Bicycle & Pedestrian Program Guidelines

(Adopted by VTA Board of Directors on October 5, 2017)

Definition from Resolution No. 2016.06.17

To fund bicycle and pedestrian projects of countywide significance identified by the cities, County and VTA. The program will give priority to those projects that connect to schools, transit and employment centers; fill gaps in the existing bike and pedestrian network; safely cross barriers to mobility; and make walking or biking a safer and more convenient means of transportation for all county residents and visitors. Bicycle and pedestrian educational programs such as Safe Routes to Schools, will be eligible for funding.

Total Funding

- \$250 million in 2017 dollars.

Distribution

- Board of Directors will allocate funding schedule and amount for program through the budget cycle.
- VTA anticipates that allocations will be programmed based upon the total allocation for the Bicycle & Pedestrian Program contained in 2016 Measure B divided by the number of years in the measure.
- Future allocations will vary depending on the amount of sales tax revenue collected.
- Funds will be distributed on a 2-year cycle. The program will consist of three categories: education & encouragement programs, planning studies, and capital projects.
- A total of 15% of available program area funds will be set aside for the education & encouragement category. The funds will be allocated as follows:
 - \$250,000 for countywide (including targeting unincorporated areas) education & encouragement programs
 - Remaining funds allocated by city population formula with a \$10,000 annual minimum allocation per city
- A maximum of 5% of available program area funds will be allocated to planning studies grants category.
- If the planning studies grants category is not fully awarded, the remaining funds will roll into the capital category.
- If a cycle's funds are not fully awarded, the balance will roll into the next cycle's budget.
- Example of breakdown of grant program funding: If Bicycle/Pedestrian Program Area is programmed at \$8.3 million/year:
 - Capital - \$6.6 million (minimum)
 - Planning - \$415,000 (maximum)
 - Education & Encouragement - \$1.25 million (maximum)

Implementation

Education & Encouragement (Formula Distribution)

- VTA and individual agencies will enter into a Master Agreement for Education & Encouragement funds.
- VTA will notify agency of estimated allocation for two-year cycle.
- Agency will submit annual education & encouragement work program.
- Funds will be available on a reimbursable basis. Agencies may submit invoices to VTA on a monthly, quarterly or annual basis. Invoices must be submitted within one year of the date posted on the contractor's invoice.
- Education & Encouragement funds may be banked for a maximum of three years with explanation of banking purposes.
- VTA will conduct an assessment regarding the effectiveness of the program.

Grant Program (Competitive)

- Only a public agency can serve as a project sponsor. Other entities must partner with a public agency to apply for a grant.
- The grant program will contain two categories:
 - Capital projects
 - Activities leading to/including:
 - Environmental Clearance
 - Design
 - Right of Way
 - Construction
 - Construction grant requests must include cost estimates supported by 30% to 35% design.
 - Planning studies
 - Includes planning studies to support capital project development for those projects currently listed on Attachment A of 2016 Measure B. It does not include general/master planning efforts.
- The minimum grant award is \$50,000.
- The maximum grant award per sponsoring agency can be no more than 50% of the total available funds per call for projects per cycle, unless the cycle is undersubscribed.
- Project criteria will be developed in conjunction with the VTA Technical Advisory Committee (TAC) Capital Improvement Program Working Group, and brought to the TAC and Bicycle & Pedestrian Advisory Committee (BPAC) for input.
- Scoring committee for the grant program will be comprised of three BPAC members, three Member Agency staff, and one VTA staff person.

Criteria

- Only projects currently listed on Attachment A of 2016 Measure B are eligible.
- Capital Projects will be scored on criteria that supports the language in 2016 Measure B.
 - Countywide significance
 - Connection to/serves schools, transit, or employment centers
 - Fills gaps in bicycle/pedestrian network

- Provides safer crossings of barriers
- Makes walking or biking safer
- Makes walking or biking more convenient
- Other criteria to consider:
 - Safety benefits
 - Increase in bicycle and pedestrian usage
 - Community support
 - Project readiness
 - Projects serve Communities of Concern

Requirements

- Competitive grant projects require a 10% non-2016 Measure B contribution.
- Reporting requirements will be detailed in agreements executed with VTA for project funding.
- All applications must include a delivery schedule.
- Funds will be available on a reimbursement basis.
- VTA Complete Streets reporting requirements will be required for Planning and Capital projects.
- All collateral material will be required to display a 2016 Measure B logo.

ATTACHMENT B
Insurance Requirements

CITY OF SUNNYVALE’S (“CITY”) ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT CITY CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS REQUIRED BY THIS AGREEMENT.

INSURANCE

Without limiting CITY’s indemnification and defense of claims obligations to VTA, CITY must procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise under or in connection with any work, authority, or jurisdiction associated with the Agreement. The cost of such insurance must be borne by CITY. CITY must furnish complete copies of all insurance policies within three (3) business days of any request for such by VTA.

A. MINIMUM SCOPE OF INSURANCE

Coverage must be at least as broad as:

1. Insurance Services Office General Liability coverage (“occurrence” form CG 0001). General Liability insurance written on a “claims made” basis is not acceptable.
2. Business Auto Coverage, Insurance Services Office form number CA 0001, covering Automobile Liability, code 1 “any auto.” Auto Liability written on a “claims-made” basis is not acceptable.
3. Workers’ Compensation insurance as required by the Labor Code of the State of California and Employer’s Liability insurance.
4. Professional Liability, including limited contractual liability coverage, covering liability arising out of any negligent act, error, mistake or omission in the performance of Contractor’s services under this Contract. This coverage must be continuously maintained for a minimum of two (2) years following completion of this Contract. This coverage may be written on a “claims made” basis, if so, please see special provisions in Section B.
5. Contractor’s Pollution Liability: covering liability arising out of the treatment, handling, storage, transportation, or accidental release of any hazardous material.

B. MINIMUM LIMITS OF INSURANCE

a. CITY must maintain limits no less than:

1. General Liability (including umbrella/excess liability): \$2,000,000 limit per occurrence for bodily injury, personal injury, and property damage. If General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit. This requirement may be satisfied by a combination of General Liability with Excess or Umbrella insurance, but in no event may the primary General Liability policy limit per occurrence be less than \$2,000,000, unless Umbrella/Excess policies feature inception and expiration dates concurrent with the underlying General Liability policy, "Follow Form" coverage and a "Drop Down" provision.
2. Automobile Liability (including umbrella/excess liability): \$1,000,000 limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident.
4. Professional Liability: \$2,000,000 each occurrence/aggregate minimum limit per claim. This requirement may be satisfied by a combination of Professional Liability with Excess or Umbrella insurance, but in no event may the primary Professional Liability policy limit per occurrence be less than \$2,000,000, unless Umbrella/Excess policies feature inception and expiration dates concurrent with the underlying Professional Liability policy, "Follow Form" coverage and a "Drop Down" provision.
5. Contractor's Pollution Liability: \$3,000,000 per occurrence. This requirement may be satisfied by a combination of Pollution Liability with Excess or Umbrella. Umbrella/Excess policies must feature inception and expiration dates concurrent with the underlying pollution policy, "Follow Form" coverage, and a "Drop Down" provision. The Certificate of Insurance must specifically state that the Excess or Umbrella insurance has scheduled the Pollution Liability as underlying insurance.

b. Notwithstanding any language in this Agreement to the contrary, if CITY carries insurance limits exceeding the minima stated in Section B(a)(1)-(3) immediately above, such greater limits will apply to this Agreement.

C. SELF-INSURED RETENTION

The certificate of insurance must disclose the actual amount of any deductible or self-insured retention, or lack thereof, for all coverages required herein. Any self-insured retention or

deductible in excess of \$250,000 must be declared to and approved by VTA. If CITY is a governmental authority such as a state, municipality or special district, self-insurance is permitted. To apply for approval for a level of retention or deductible in excess of \$250,000, CITY must provide a current financial report including balance sheets and income statements for the past three years, so that VTA can assess CITY's ability to pay claims falling within the self-insured retention or deductible. Upon review of the financial report, if deemed necessary by VTA in its sole discretion, VTA may elect one of the following options: to accept the existing self-insured retention or deductible; require the insurer to reduce or eliminate the self-insured retention or deductible as respects VTA, its directors, officers, officials, employees and volunteers; or to require CITY to procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Applicable costs resulting therefrom will be borne solely by CITY. CITY may request execution of a nondisclosure agreement prior to submission of financial reports.

D. CLAIMS MADE PROVISIONS (NOT APPLICABLE TO GENERAL LIABILITY OR AUTO LIABILITY)

Claims-made coverage is never acceptable for General Liability or Auto Liability. Claims-made may be considered for Professional, Environmental/Pollution, or Cyber Liability. If coverage is written on a claims-made basis, the Certificate of Insurance must clearly state so. In addition to all other coverage requirements, such policy must comply with the following:

1. The policy retroactive date must be no later than the date of this Agreement.
2. If any policy is not renewed or the retroactive date of such policy is to be changed, CITY must obtain or cause to be obtained the broadest extended reporting period coverage available in the commercial insurance market. This extended reporting provision must cover at least two (2) years.
3. There is no prior acts exclusion to which coverage is subject that predates the date of this Agreement.
4. The policy must allow for reporting of circumstances or incidents that might give rise to future claims.

E. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability

- a. VTA, its directors, officers, officials, employees, and volunteers must be named as additional insureds as respects: liability arising under or in connection with any work,

authority, or jurisdiction associated with the Agreement. The coverage must contain no special limitations on the scope of protection afforded to VTA, its directors, officers, officials, employees, or volunteers. Additional Insured endorsements must provide coverage at least as broad as afforded by the combination of ISO CG 20 10 10 01 and CG 20 37 10 01.

- b. Any failure to comply with reporting provisions of the policies may not affect coverage provided to VTA, its directors, officers, officials, employees, or volunteers.
- c. Coverage must state that CITY's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. The General Liability General Aggregate limit must apply per project, not per policy.
- e. The General Liability policy must be endorsed to remove the exclusion for railroad liabilities, with coverage at least as broad as afforded by ISO CG 24 17.

2. All Coverages

- a. CITY must agree to waive all rights of subrogation against VTA, its directors, officers, officials, employees, and volunteers for losses arising under or in connection with any work, authority, or jurisdiction associated with the Agreement.
- b. CITY's insurance coverage must be primary insurance as respects VTA, its directors, officers, officials, employees, and volunteers. Self-insurance or insurance that may be maintained by VTA, its directors, officers, officials, employees, or volunteers may apply only as excess to CITY's insurance. CITY's insurance must not seek contribution from VTA's insurance program.

3. Other Insurance Provisions

- a. The Certificate must disclose the actual amount of the Deductible or Self-Insured Retention.
- b. If any coverage forms or endorsements required by this Agreement are updated by their publishers, whether they be the insurance carrier(s), the Insurance Services office, or the American Association of Insurance Services, during the duration of this Agreement, VTA reserves the rights to require CITY to procure said coverage forms or endorsements using the updated versions upon the next renewal cycle.

F. ACCEPTABILITY OF INSURERS

Insurance must be placed with insurers with an A.M. Best's rating of no less than A VII (financial strength rating of no less than A and financial size category of no less than VII), unless specific prior written approval has been granted by VTA.

G. CERTIFICATES OF INSURANCE

CITY must furnish VTA with a Certificate of Insurance. The certificates for each insurance policy must be signed by an authorized representative of that insurer. The certificates must be issued on a standard ACORD Form. CITY must instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to real.estate@vta.org. All endorsements must be attached to the ACORD certificate in a single PDF document.

The certificates must (1) identify the insurers, the types of insurance, the insurance limits, the deductibles, and the policy term, (2) include copies of all the actual policy endorsements required herein, and (3) in the "Certificate Holder" box include:

Santa Clara Valley Transportation Authority ("VTA")
3331 North First Street
San Jose, CA 95134-1906

In the Description of Operations/Locations/Vehicles/Special Items Box, the VTA property leased must appear, the list of policies scheduled as underlying on the Umbrella/Excess policy must be listed, Certificate Holder must be named as additional insured, and Waiver of Subrogation must be indicated as endorsed to all policies as stated in the Agreement documents.

It is a condition precedent to granting of this Agreement that all insurance certificates and endorsements be received and approved by VTA before Agreement execution. No occupancy may be taken until insurance is in full compliance. VTA reserves the rights to require complete, certified copies of all required insurance policies, at any time.

If CITY receives notice that any of the insurance policies required by this Attachment may be cancelled or coverage reduced for any reason whatsoever, CITY must immediately provide written notice to VTA that such insurance policy required by this Attachment is canceled or coverage is reduced.

H. MAINTENANCE OF INSURANCE

If CITY fails to maintain insurance as required herein, VTA, at its option, may suspend the Agreement until a new policy of insurance is in effect.



City of Sunnyvale

Agenda Item

21-0143

Agenda Date: 4/20/2021

REPORT TO COUNCIL

SUBJECT

Award of Contract to JJR Construction Inc. for ADA Curb Retrofit (CDBG) 2021 and Finding of CEQA Categorical Exemption

STAFF RECOMMENDATION

Take the following actions:

- Make a finding of categorical exemption from the California Environmental Act (CEQA) pursuant to CEQA Guidelines Section 15301(c);
- Award a contract in substantially the same form as Attachment 2 to the report in the amount of \$580,328 to JJR Construction Inc.;
- Authorize the City Manager to execute the contract when all necessary conditions have been met; and
- Approve a 20% construction contingency in the amount of \$116,066.

BASIS FOR RECOMMENDATION

The construction project (Project No. ST-21-03) was advertised on Demandstar on February 12. Seventeen (17) contractors requested bid documents and sealed bids were opened on March 10, with four (4) responsive bids received. JJR Construction Inc. submitted the lowest responsive and responsible bid in the amount of \$580,328 (Attachment 1 - Bid Summary).

This project is funded through a Community Development Block Grant (CDBG). The lowest bid is 15% under the engineer's estimate, allowing available funding to construct additional curb ramps. Staff is requesting a 20% contingency in the amount of \$116,066, which is 10% above the typical construction contingency for the construction of additional curb ramps. This will allow the City to take advantage of favorable bid prices and fully utilize available funding.

ENVIRONMENTAL REVIEW

This project is exempt under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(c) class 1 because the project involves the operation, repair, maintenance, or minor alteration of existing facilities (sidewalks, gutters, and similar facilities) involving negligible or no expansion of existing or former use.

FISCAL IMPACT

Costs for the contract and contingency total \$696,394. Budgeted funds are available in capital projects 832020 - ADA Curb Retrofits (CDBG) (Attachment 3).

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. In addition, the agenda

and report are available at the Office of the City Clerk and on the City's website.

Prepared and Approved by: Tim Kirby, Director, Finance

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Bid Summary
2. Draft General Construction Contract
3. Project 832020 - ADA Curb Retrofits (CDBG)

DRAFT GENERAL CONSTRUCTION CONTRACT

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

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, "ADA Curb Retrofits (CDBG) 2021, Project No. ST-21-03, Invitation for Bids No. PW21-09", including One (1) Addendum; 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.

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

All of 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 installing ADA Compliant Curb Ramps, ready for use, as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared and adopted by the Owner. These Plans and Specifications are entitled respectively, ADA Curb Retrofits (CDBG) 2021, Project No. ST-21-03.

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 Five Hundred Seventy Three Thousand Four Hundred Eighty Eight and No/100 (\$573,488.00) 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 at all times 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, as the case may be, 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 fifty-five (55) working 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 its 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 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 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 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: JJR Construction, Inc.
1120 Ninth Ave
San Mateo, CA 94402

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 100 percent 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 100 percent 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. Contractor shall not commence work under this Contract until all insurance required under this paragraph has been obtained and such insurance has been approved by the Owner, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractor shall furnish the Owner with satisfactory proof of the carriage of insurance required, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract and particularly Paragraph 16 hereof. Any policy of insurance required of the Contractor under this Contract shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to the Owner of any pending change in the limits of liability or of any cancellation or modification of the policy. Insurance carrier shall be California-admitted.

(a) Compensation Insurance and Employer's Liability Insurance. Contractor shall take out and maintain during the life of this Contract Workers' Compensation Insurance and Employer's Liability Insurance for all of employees employed at the site of the project and, in case any work is sublet, Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance and Employer's Liability Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Contractor.

In signing this Contract, Contractor makes the following certification, required by Section 1861 of the Labor Code:

"I am aware of the provision of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(b) General and Automobile Liability Insurance. Contractor, at its own cost and expense, shall maintain personal injury liability and property damage insurance for the period covered by the Contract in the amount of Two Million Dollars (\$2,000,000.00) per occurrence and \$4,000,000 annual aggregate combined single limit coverage. Such coverage shall include, but shall not be limited to, protection against claims arising therefrom, and damage to property resulting from activities contemplated under this Contract, use of owned automobiles, products and completed operations, including U, C and X. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to the Owner and shall provide that notice must be given to Owner at least thirty (30) days prior to cancellation or material change. The following endorsements shall be attached to the policy:

Policy shall cover on an "occurrence" basis. Policy must cover personal injuries as well as bodily injuries. Exclusion of contractual liability must be eliminated from personal injury endorsement. Broad form property damage endorsement must be attached. Owner is to be named as an additional insured on any contracts of insurance under this paragraph (b). Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code. The policies of insurance shall be considered primary insurance before any policies of insurance maintained by Owner.

16. Indemnification and Hold Harmless. Contractor agrees to defend, save, indemnify and hold harmless Owner and all its officers, employees, and agents, against any and all liability, claims, judgments, or demands, including demands arising from injuries or death of persons (Contractor's employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Contractor, save and except claims or litigation arising through the active negligence or willful misconduct of Owner, or of Owner's officials, agents, employees, servants, or independent contractors who are directly responsible to Owner. Contractor shall make good and reimburse Owner for any expenditures, including reasonable attorneys' fees, Owner may make by reason of such claim or litigation, and, if requested by Owner, Contractor shall defend any such suits at the sole cost and expense of Contractor.

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 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 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 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 exercised at all times 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 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 five-hundred dollars exactly (\$500.00), for each and 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 Municipal Corporation, Owner

JJR CONSTRUCTION, INC.
Contractor

License No. 665645

By _____ / /
City Manager Date

Attest:
City Clerk

By_____

Title _____ / _____ / _____
Date _____

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	PCC Curb Ramp – 13C-1	38	EA	\$ 4,400.00
2	PCC Curb Ramp – 13C-2	17	EA	\$ 3,960.00
3	PCC Curb Ramp – 13C-1 or 13C-5	4	EA	\$ 4,580.00
4	PCC Curb Ramp – 13C-2 or 13C-3	1	EA	\$ 5,234.00
5	PCC Curb Ramp – 13C-4	1	EA	\$ 4,189.00
6	PCC Curb Ramp – 13C-5	47	EA	\$ 4,400.00
7	PCC Curb Ramp – 13C-6	1	EA	\$ 3,145.00
8	Remove and Reconstruct Curb and Gutter (Revocable)	400	LF	\$ 99.00
9	Remove and Reconstruct 4" Sidewalk (Revocable)	800	SF	\$ 13.00
10	Remove and Reconstruct PCC Valley Gutter and Spandrel (Revocable)	1,100	SF	\$ 19.95
11	Remove and Replace Existing 4" Thick Asphalt Concrete (Revocable)	800	SF	\$ 13.00
12	Remove Park Strip Concrete and Backfill with 4" Topsoil (Revocable)	700	SF	\$ 3.00
13	Markings	60	SF	\$ 26.00
14	Striping	300	LF	\$ 27.50
15	Relocate Post/Sign (Revocable)	21	EA	\$ 325.00
16	Demolish and Dispose Trash Can (Revocable)	1	LS	\$ 200.00

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_____ %

Required Contract Provisions Federal- Aid Construction Contracts

(FWWA-1273- Revised May 1, 2012)

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The

design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts. In addition, the

contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure the EEO Officer in the contractor's procedures

that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be

followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral

practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities:

The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three

years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minorities, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are

segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages

paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall

be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate

account, assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records

which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such

information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be

permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid

construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of

material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall

not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with

the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts,

subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any

covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or

voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

**Certification Regarding Debarment,
Suspension, Ineligibility and Voluntary
Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be aid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction

imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Local Assistance Procedures Manual

Exhibit 12-B
Bidder's List of Subcontractors (DBE and NON-DBE)

Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). **Photocopy this form for additional firms.**

Federal Project Number: _____

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: <u>DeSacco Core/SAW</u> City, State: _____	<u>All Sawcutting</u>	<u>Approx: 20,800.00</u>	<u>25</u>	<u>538606</u>	<u>N</u>	<u>-</u>	<input type="checkbox"/> <\$1 million
<u>10008329</u>				<input checked="" type="checkbox"/> <\$5 million			
Name: <u>Hayward, Ca.</u> City, State: _____							<input checked="" type="checkbox"/> <\$10 million
Name: _____ City, State: _____							<input type="checkbox"/> <\$15 million
Name: _____ City, State: _____							Age of Firm: _____ yrs. <input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million
Name: _____ City, State: _____							Age of Firm: _____ yrs. <input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million
Name: _____ City, State: _____							Age of Firm: _____ yrs. <input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million
Name: _____ City, State: _____							Age of Firm: _____ yrs. <input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

Local Assistance Procedures Manual

Exhibit 12-B
Bidder's List of Subcontractors (DBE and NON-DBE)

Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor who provided a quote or bid but were not selected to participate as a subcontractor on this project. **Photocopy this form for additional firms.** Federal Project Number: _____

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
City, State:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
Name:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
City, State:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
Name:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
City, State:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
Name:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
City, State:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
Name:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
City, State:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
Name:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
City, State:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

Local Assistance Procedures Manual

Exhibit 16-B
Subcontracting Request

EXHIBIT 16-B SUBCONTRACTING REQUEST

CONTRACTOR NAME JJR Construction, Inc			COUNTY		ROUTE	
BUSINESS ADDRESS 1120 Ninth Ave.			CONTRACT NUMBER			
CITY AND STATE SAN MATEO, CA		ZIP CODE 94402		FEDERAL-AID PROJECT NUMBER		
A. SUBCONTRACTOR (Name, Business Address, Phone)	B. BID ITEM NUMBER(S)	C. PERCENTAGE OF BID ITEM SUBCONTRACTED	D. SUB LISTED AT BID TIME	E. CERTIFIED DBE	F. DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBCONTRACTED	G. DOLLAR AMOUNT BASED ON THE BID AMOUNT
De/Secco Core / SAW	SAW CUTTING		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	4/1 Sawcut	Approx 20,800.00 HRM
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		

I certify that:

- The Standard Provisions for labor set forth in the contract apply to the subcontracted work.
- If applicable, Form FHWA- 1273 of the Special Provisions has been inserted in the subcontracts and should be incorporated in any lower-tier subcontract. Written contracts have been executed for the above noted subcontracted work.

Contractor's Signature **Carlos Raposo - President** Date **3/10/21**

This section is to be completed by the resident engineer.

- Total of bid items \$
- Contractor must perform with own forces (line 1 X contract req. %) \$
- Bid items previously subcontracted (taken from previously approved 16-B) \$
- Bid items subcontracted (this request) \$
- Total bid items subcontracted (line 3 plus 4) \$
- Balance of work contractor to perform (line 1 minus 5) \$

Approved	
RESIDENT ENGINEER'S SIGNATURE	DATE

Copy Distribution: Original-Contractor Copy- Resident Engineer Copy- OBEO- smallbusinessadvocate@dopt.ca.gov or fax to (916)324-1949

INSTRUCTIONS FOR COMPLETING SUBCONTRACTING REQUEST FORM

All first-tier subcontractors must be included on a subcontractor request.

Before subcontracting work starts, the contractor will submit an original CEM-1201 for approval according to the Standard Specifications. After approval, the RE returns the original to the contractor and complete the remaining distribution as listed on the bottom of the form.

D. If subcontractor was listed at bid time per the Fair Practices Act, check yes, otherwise check no.

E. If subcontractor is a certified DBE contractor, check yes, otherwise check no.

F. and G. When a portion of an item is subcontracted, describe the portion and show the percentage of the bid item and value.

G. When an entire item is subcontracted, show the full bid item value.

THIS FORM IS NOT TO BE USED FOR SUBSTITUTIONS OF SUBCONTRACTORS AND UDBE, DVBE OR SMALL BUSINESS ENTITIES.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder J.T.R. CONSTRUCTION, INC, proposed subcontractor _____, hereby certifies that he has ☒ , has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not ☒ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No ☒

If the answer is yes, explain the circumstances in the following space:

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Noncollusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY of SUNNYVALE
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:

☐

- a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:

☐

- a. initial
- b. material change

For Material Change Only:

year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐

Prime

☐

Subawardee

Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

\$ _____ ☐ actual ☐ planned

13. Type of Payment (check all that apply)

☐
☐
☐
☐
☐
☐

- a. retainer
- b. one-time fee
- c. commission
- d. contingent fee
- e. deferred
- f. other, specify _____

12. Form of Payment (check all that apply):

☐
☐

- a. cash
- b. in-kind; specify: nature _____
value _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached:

Yes

☐

No

☒

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Carlos Raposo

Print Name: _____

Carlos Raposo

Title: _____

President

Telephone No.: _____

6503436109

Date: _____

3/10/21

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal

15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

Accompanying this proposal is

10% Bidders Bond
(NOTICE: INSERT THE WORDS "CASH (\$ 10%)," "CASHIER'S CHECK,"
"CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

CARLOS RAPOSO, President, Secretary, Treasurer.

J.J.R. CONSTRUCTION, INC. - California

Licensed in conformance with an act providing for the registration of Contractors,

License No. 665645

Classification(s) A + C-8

ADDENDA

This Proposal is submitted with respect to the changes to the contract included in addenda number/s

#1

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: 3/10/21

CARLOS RAPOSO

SIGN HERE



JJR CONSTRUCTION, INC

Carlos Raposo

Signature and Title of Bidder

Business Address 1120 Ninth Avenue, S.M 94402

Place of Business 1120 Ninth Avenue, San Mateo, CA 94402

Place of Residence _____

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: ADA Curb Retrofits (CDBG) 2021
4. Project Location: Sunnyvale
5. Bidder's Name: JTR Construction, Inc 6. Prime Certified DBE: ☒ 7. Bid Amount: _____
8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
	<u>PRIME</u>	<u>40008</u>	<u>JTR CONSTRUCTION, Inc</u>	
Local Agency to Complete this Section upon Execution of Award 21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ 25. Award Amount: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. 26. Local Agency Representative's Signature _____ 27. Date _____ 28. Local Agency Representative's Name _____ 29. Phone _____ 30. Local Agency Representative's Title _____				\$ _____ % _____ 15. TOTAL CLAIMED DBE PARTICIPATION IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required. 16. Preparer's Signature <u>Carlos Raposo</u> 17. Date <u>3/10/21</u> 18. Preparer's Name <u>Carlos Raposo</u> 19. Phone <u>6503476109</u> 20. Preparer's Title <u>President</u>

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
3. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

- 1. Local Agency** - Enter the name of the local agency that is administering the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location(s) as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 5. Bidder's Name** - Enter the contractor's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
- 8. Total Dollar Amount for ALL Subcontractors** - Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 9. Total number of ALL subcontractors** - Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 10. Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
- 11. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 12. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 13. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
- 14. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 15. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 16. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
- 17. Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
- 18. Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
- 19. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 20. Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

- 21. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 22. Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).
- 23. Bid Opening Date** - Enter the date contract bids were opened.
- 24. Contract Award Date** - Enter the date the contract was executed.
- 25. Award Amount** – Enter the contract award amount as stated in the executed contract.
- 26. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
- 27. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 28. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
- 29. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 30. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Federal-aid Project No(s). ST-21-03 Bid Opening Date 3/10/21 CON

The (Agency Name) Sunnyvale established a Disadvantaged Business Enterprise (DBE) goal of _____% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.


Proposers or bidders submit the following information to document their good faith efforts within five (5) business days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
	

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
		

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
				%
				%
				%
				%

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

- F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization

Method/Date of Contact

Results

- H. Any additional data to support a demonstration of good faith efforts:

"General Decision Number: CA20210018 02/19/2021

Superseded General Decision Number: CA20200018

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and
Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings,
Madera, Mariposa, Merced, Monterey, San Benito, San Francisco,
San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and
Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not
include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does
not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage
of \$10.95 for calendar year 2021 applies to all contracts
subject to the Davis-Bacon Act for which the contract is
awarded (and any solicitation was issued) on or after January
1, 2015. If this contract is covered by the EO, the contractor
must pay all workers in any classification listed on this wage
determination at least \$10.95 per hour (or the applicable wage
rate listed on this wage determination, if it is higher) for
all hours spent performing on the contract in calendar year

2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0	01/01/2021
1	01/08/2021
2	01/15/2021
3	01/22/2021
4	02/05/2021
5	02/19/2021

ASBE0016-004 01/01/2019

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS &

TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANSICO, SAN MATEO & SANTA
CLARA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
Area 1.....	\$ 28.20	9.27
Area 2.....	\$ 36.53	9.27

ASBE0016-008 01/01/2020

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN
FRANSICO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA,
MERCED, SAN JOAQUIN, STANISLAU, & TUOLUMNE

Rates Fringes

Asbestos Workers/Insulator

(Includes the application of

all insulating materials,

Protective Coverings,

Coatings, and Finishes to all

types of mechanical systems)

Area 1.....\$ 71.16 23.39

Area 2.....\$ 54.26 23.39

BOIL0549-001 10/01/2016

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA
CLARA COUNTIES

AREA 2: REMAINING COUNTIES

Rates Fringes

BOILERMAKER

Area 1.....\$ 43.28 37.91

Area 2.....\$ 39.68 35.71

BRCA0003-001 08/01/2020

Rates Fringes

MARBLE FINISHER.....\$ 36.53 17.08

BRCA0003-003 08/01/2020

Rates Fringes

MARBLE MASON.....\$ 51.30 28.47

BRCA0003-005 05/01/2020

Rates Fringes

BRICKLAYER

(1) Fresno, Kings,

Madera, Mariposa, Merced....\$ 43.68 22.19

(7) San Francisco, San

Mateo.....\$ 47.65 26.77

(8) Alameda, Contra

Costa, San Benito, Santa

Clara.....\$ 49.42 22.70

(9) Calaveras, San

Joaquin, Stanislaus,

Toulumne.....\$ 45.12 21.55

(16) Monterey, Santa Cruz...\$ 45.88 25.02

BRCA0003-008 07/01/2019

Rates Fringes

TERRAZZO FINISHER.....	\$ 37.58	17.33
TERRAZZO WORKER/SETTER.....	\$ 48.53	26.84

BRCA0003-011 04/01/2019

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

Rates	Fringes
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TILE FINISHER

Area 1.....	\$ 29.94	16.38
Area 2.....	\$ 25.60	14.30
Area 3.....	\$ 26.58	15.65

Tile Layer

Area 1.....	\$ 49.90	19.16
Area 2.....	\$ 42.67	16.81
Area 3.....	\$ 40.27	18.58

CARP0022-001 07/01/2020

San Francisco County

Rates Fringes

Carpenters

Bridge Builder/Highway

Carpenter.....\$ 52.65 30.82

Hardwood Floorlayer,

Shingler, Power Saw

Operator, Steel Scaffold &

Steel Shoring Erector, Saw

Filer.....\$ 52.80 30.82

Journeyman Carpenter.....\$ 52.65 30.82

Millwright.....\$ 52.75 32.41

CARP0034-001 07/01/2020

Rates Fringes

Diver

Assistant Tender, ROV

Tender/Technician.....\$ 51.90 34.02

Diver standby.....\$ 58.09 34.02

Diver Tender.....\$ 57.09 34.02

Diver wet.....\$ 101.42 34.02

Manifold Operator (mixed

gas).....\$ 62.09 34.02

Manifold Operator (Standby).\$ 57.09 34.02

DEPTH PAY (Surface Diving):

050 to 100 ft \$2.00 per foot

101 to 150 ft \$3.00 per foot
151 to 220 ft \$4.00 per foot
221 ft.-deeper \$5.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48''' in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

Rates Fringes

Piledriver.....\$ 51.90 34.02

CARP0035-007 07/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

Rates Fringes

Modular Furniture Installer

Area 1

Installer.....\$ 28.76 22.53

Lead Installer.....\$ 32.21 23.03

Master Installer.....\$ 36.43 23.03

Area 2

Installer.....\$ 26.11 22.53

Lead Installer.....\$ 29.08 23.03

Master Installer.....\$ 32.71 23.03

Area 3

Installer.....\$ 25.16 22.53

Lead Installer.....\$ 27.96 23.03

Master Installer.....\$ 31.38 23.03

CARP0035-008 08/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

Rates Fringes

Drywall Installers/Lathers:

Area 1.....\$ 52.65 31.26

Area 2.....\$ 46.77 31.26

Area 3.....\$ 47.27 31.26

Area 4.....\$ 45.92 31.26

Drywall Stocker/Scraper

Area 1.....\$ 26.33 18.22

Area 2.....\$ 23.39 18.22

Area 3.....\$ 23.64 18.22

Area 4.....\$ 22.97 18.22

CARP0152-001 07/01/2020

Contra Costa County

Rates Fringes

Carpenters

Bridge Builder/Highway

Carpenter.....\$ 52.65 30.82

Hardwood Floorlayer,

Shingler, Power Saw

Operator, Steel Scaffold &

Steel Shoring Erector, Saw

Filer.....\$ 52.80 30.82

Journeyman Carpenter.....\$ 52.65 30.82

Millwright.....\$ 52.75 32.41

CARP0152-002 07/01/2020

San Joaquin County

Rates Fringes

Carpenters

Bridge Builder/Highway

Carpenter.....\$ 52.65 30.82

Hardwood Floorlayer,

Shingler, Power Saw

Operator, Steel Scaffold &

Steel Shoring Erector, Saw

Filer.....	\$ 46.92	30.82
Journeyman Carpenter.....	\$ 46.77	30.82
Millwright.....	\$ 49.27	32.41

CARP0152-004 07/01/2020

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

Rates	Fringes
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Carpenters

Bridge Builder/Highway		
Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

CARP0217-001 07/01/2020

San Mateo County

Rates	Fringes
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Carpenters

Bridge Builder/Highway		
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Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

CARP0405-001 07/01/2020

Santa Clara County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

CARP0405-002 07/01/2020

San Benito County

Rates Fringes

Carpenters

Bridge Builder/Highway

Carpenter.....\$ 52.65 30.82

Hardwood Floorlayer,

Shingler, Power Saw

Operator, Steel Scaffold &

Steel Shoring Erector, Saw

Filer.....\$ 46.92 30.82

Journeyman Carpenter.....\$ 46.77 30.82

Millwright.....\$ 49.27 32.41

CARP0505-001 07/01/2020

Santa Cruz County

Rates Fringes

Carpenters

Bridge Builder/Highway

Carpenter.....\$ 52.65 30.82

Hardwood Floorlayer,

Shingler, Power Saw

Operator, Steel Scaffold &

Steel Shoring Erector, Saw

Filer.....\$ 46.92 30.82

Journeyman Carpenter.....\$ 46.77 30.82

Millwright.....\$ 49.27 32.41

CARP0605-001 07/01/2020

Monterey County

Rates Fringes

Carpenters

Bridge Builder/Highway

Carpenter.....\$ 52.65 30.82

Hardwood Floorlayer,

Shingler, Power Saw

Operator, Steel Scaffold &

Steel Shoring Erector, Saw

Filer.....\$ 46.92 30.82

Journeyman Carpenter.....\$ 46.77 30.82

Millwright.....\$ 49.27 32.41

CARP0701-001 07/01/2020

Fresno and Madera Counties

Rates Fringes

Carpenters

Bridge Builder/Highway

Carpenter.....\$ 52.65 30.82

Hardwood Floorlayer,

Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....\$ 45.57 30.82
Journeyman Carpenter.....\$ 45.42 30.82
Millwright.....\$ 47.92 32.41

CARP0713-001 07/01/2020

Alameda County

Rates Fringes

Carpenters

Bridge Builder/Highway
Carpenter.....\$ 52.65 30.82
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....\$ 52.80 30.82
Journeyman Carpenter.....\$ 52.65 30.82
Millwright.....\$ 52.75 32.41

CARP1109-001 07/01/2020

Kings County

Rates Fringes

Carpenters

Bridge Builder/Highway

Carpenter.....\$ 52.65 30.82

Hardwood Floorlayer,

Shingler, Power Saw

Operator, Steel Scaffold &

Steel Shoring Erector, Saw

Filer.....\$ 45.57 30.82

Journeyman Carpenter.....\$ 45.42 30.82

Millwright.....\$ 47.92 32.41

ELEC0006-004 12/01/2020

SAN FRANCISCO COUNTY

Rates Fringes

Sound & Communications

Installer.....\$ 46.00 3%+21.65

Technician.....\$ 52.90 3%+21.65

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when

performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/01/2020

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 78.00	3%+35.96

ELEC0100-002 09/01/2020

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
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ELECTRICIAN.....\$ 40.00 24.85

ELEC0100-005 12/01/2019

FRESNO, KINGS, MADERA

Rates Fringes

Communications System

Installer.....\$ 35.25 20.86

Technician.....\$ 40.54 21.02

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems,

Burglar alarm systems, Low voltage, master clock systems,
Multi-media/multiplex systems, Sound and musical
entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and
surveillance systems Video security systems, Video
entertainment systems, Video educational systems, Microwave
transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration
sensor systems Card access systems Access control systems,
Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE
INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO
THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and
Data Acquisition) PCM (Pulse Code Modulation) Inventory
Control Systems, Digital Data Systems Broadband and
Baseband and Carriers Point of Sale Systems, VSAT Data
Systems Data Communication Systems RF and Remote Control
Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding
Ladder-Rack for the purpose of the above listed systems).
Chases and/or nipples (not to exceed 10 feet) may be
installed on open wiring systems. Energy management
systems. SCADA (Supervisory Control and Data Acquisition)

when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0234-001 12/28/2020

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

Rates Fringes

ELECTRICIAN

Zone A.....	\$ 53.41	27.95
Zone B.....	\$ 58.75	28.11

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2020

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 45.50	22.52
Technician.....	\$ 52.33	22.72

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are

installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 02/25/2019

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 60.48	26.06
ELECTRICIAN.....	\$ 53.76	25.86

ELEC0302-003 12/01/2020

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 42.11	22.52
Technician.....	\$ 44.83	22.72

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed

in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 06/01/2020

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 82.25	40.66
ELECTRICIAN.....	\$ 71.52	40.34

FOOTNOTES: Work under compressed air or where gas masks are required, or work on ladders, scaffolds, stacks, ""Bosun's chairs, "" or other structures and where the workers are not

protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay.

Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

ELEC0332-003 12/01/2020

SANTA CLARA COUNTY

Rates	Fringes
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Sound & Communications

Installer.....	\$ 45.50	22.515
Technician.....	\$ 52.33	22.72

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75'

above the lowest floor level having building access);
excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways
(including wire and cable pulling), on projects which
involve new or major remodel building construction, for
which the conductors for the fire alarm system are
installed in the conduit, shall be performed by the inside
electrician.

ELEC0595-001 06/01/2020

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 69.00	3%+38.52
ELECTRICIAN.....	\$ 60.00	3%+38.52

ELEC0595-002 06/01/2020

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 48.00	7.75%+25.33
ELECTRICIAN		
(1) Tunnel work.....	\$ 42.00	7.75%+25.33

(2) All other work.....\$ 40.00 7.75%+25.33

ELEC0595-006 12/01/2020

ALAMEDA COUNTY

	Rates	Fringes
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Sound & Communications

Installer.....	\$ 45.50	3%+21.15
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Technician.....	\$ 52.33	3%+21.15
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SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which

involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-008 12/01/2020

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
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Communications System

Installer.....	\$ 36.83	3%+21.15
Technician.....	\$ 42.35	3%+21.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access);

excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0617-001 06/01/2020

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 66.00	39.77

ELEC0617-003 12/01/2020

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 45.50	22.52
Technician.....	\$ 52.33	22.72

SCOPE OF WORK: Including any data system whose only function

is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0684-001 06/01/2020

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 41.00	3%+24.58

CABLE SPLICER = 110% of Journeyman Electrician

ELEC0684-004 12/01/2019

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
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Communications System

Installer.....	\$ 35.25	20.86
Technician.....	\$ 40.54	21.02

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways

(including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 06/01/2020

Rates Fringes

LINE CONSTRUCTION

(1) Lineman; Cable splicer..\$ 59.14	20.78
(2) Equipment specialist	
(operates crawler	
tractors, commercial motor	
vehicles, backhoes,	
trenchers, cranes (50 tons	
and below), overhead &	
underground distribution	
line equipment).....\$ 47.24	19.59
(3) Groundman.....\$ 36.12	19.19
(4) Powderman.....\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving Day
and day after Thanksgiving, Christmas Day

ELEV0008-001 01/01/2021

Rates Fringes

ELEVATOR MECHANIC.....\$ 72.10 35.825+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-001 06/29/2020

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

Rates Fringes

OPERATOR: Power Equipment

(AREA 1:)

GROUP 1.....	\$ 51.42	31.15
GROUP 2.....	\$ 49.89	31.15
GROUP 3.....	\$ 48.41	31.15
GROUP 4.....	\$ 47.03	31.15
GROUP 5.....	\$ 45.76	31.15
GROUP 6.....	\$ 44.44	31.15
GROUP 7.....	\$ 43.30	31.15
GROUP 8.....	\$ 42.16	31.15
GROUP 8-A.....	\$ 39.95	31.15

OPERATOR: Power Equipment

(Cranes and Attachments -

AREA 1:)

GROUP 1

Cranes.....	\$ 52.30	31.15
Oiler.....	\$ 43.79	31.15
Truck crane oiler.....	\$ 46.08	31.15

GROUP 2

Cranes.....	\$ 50.54	31.15
Oiler.....	\$ 42.83	31.15
Truck crane oiler.....	\$ 45.07	31.15

GROUP 3

Cranes.....	\$ 48.80	31.15
Hydraulic.....	\$ 44.44	31.15
Oiler.....	\$ 42.55	31.15
Truck crane oiler.....	\$ 44.83	31.15

GROUP 4

Cranes.....	\$ 45.76	31.15
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OPERATOR: Power Equipment

(Piledriving - AREA 1:)

GROUP 1

Lifting devices.....	\$ 52.64	31.15
Oiler.....	\$ 43.38	31.15
Truck Crane Oiler.....	\$ 45.66	31.15

GROUP 2

Lifting devices.....	\$ 50.82	31.15
Oiler.....	\$ 43.11	31.15
Truck Crane Oiler.....	\$ 45.41	31.15

GROUP 3

Lifting devices.....	\$ 49.14	31.15
Oiler.....	\$ 42.89	31.15
Truck Crane Oiler.....	\$ 45.12	31.15

GROUP 4

Lifting devices.....	\$ 47.37	31.15
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GROUP 5

Lifting devices.....	\$ 44.73	31.15
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GROUP 6

Lifting devices.....	\$ 42.50	31.15
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OPERATOR: Power Equipment

(Steel Erection - AREA 1:)

GROUP 1

Cranes.....	\$ 53.27	31.15
Oiler.....	\$ 43.72	31.15
Truck Crane Oiler.....	\$ 45.95	31.15

GROUP 2

Cranes.....	\$ 51.50	31.15
Oiler.....	\$ 43.45	31.15
Truck Crane Oiler.....	\$ 45.73	31.15

GROUP 3

Cranes.....	\$ 50.02	31.15
Hydraulic.....	\$ 45.07	31.15
Oiler.....	\$ 43.23	31.15
Truck Crane Oiler.....	\$ 45.46	31.15

GROUP 4

Cranes.....	\$ 48.00	31.15
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GROUP 5

Cranes.....	\$ 46.70	31.15
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OPERATOR: Power Equipment

(Tunnel and Underground Work

- AREA 1:)

SHAFTS, STOPES, RAISES:

GROUP 1.....	\$ 47.52	31.15
GROUP 1-A.....	\$ 49.99	31.15
GROUP 2.....	\$ 46.26	31.15
GROUP 3.....	\$ 44.93	31.15
GROUP 4.....	\$ 43.79	31.15
GROUP 5.....	\$ 42.65	31.15

UNDERGROUND:

GROUP 1.....	\$ 47.42	31.15
GROUP 1-A.....	\$ 49.89	31.15
GROUP 2.....	\$ 46.16	31.15
GROUP 3.....	\$ 44.83	31.15
GROUP 4.....	\$ 43.69	31.15
GROUP 5.....	\$ 42.55	31.15

FOOTNOTE: Work suspended by ropes or cables, or work on a

Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work);
Hydraulic excavator, 7 cu. yds. and over; Power shovels,
over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu.
yds. up to 7 cu. yds.; Licensed construction work boat
operator, on site; Power blade operator (finish); Power
shovels, over 1 cu. yd. up to and including 7 cu. yds.
m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination
backhoe and loader over 3/4 cu. yds.; Continuous flight tie
back machine assistant to engineer or mechanic; Crane
mounted continuous flight tie back machine, tonnage to
apply; Crane mounted drill attachment, tonnage to apply;
Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2
cu. yds.; Loader 4 cu. yds. and over; Long reach excavator;
Multiple engine scraper (when used as push pull); Power
shovels, up to and including 1 cu. yd.; Pre-stress wire
wrapping machine; Side boom cat, 572 or larger; Track
loader 4 cu. yds. and over; Wheel excavator (up to and
including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom;
Combination backhoe and loader up to and including 3/4 cu.
yd.; Concrete batch plant (wet or dry); Dozer and/or push

cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types);

Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or

similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by

electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar

(boom truck) over 15 tons; Truck-mounted rotating
telescopic boom type lifting device, Manitex or similar
(boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons;
Clamshell over 7 cu. yds.; Self-propelled boom-type lifting
device over 100 tons; Truck crane or crawler, land or barge
mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and
including 100 tons; Clamshell up to and including 7 cu.
yds.; Self-propelled boom-type lifting device over 45 tons;
Truck crane or crawler, land or barge mounted, over 45 tons
up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-
propelled boom-type lifting device 45 tons and under;
Skid/scow piledriver, any tonnage; Truck crane or crawler,
land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer;
Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson;
Mucking machine (rubber tired, rail or track type); Raised
bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete
pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine
operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and
compressor (gunite); Compressor operator; Oiler; Pump
operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND
UNDERGROUND [These areas do not apply to Piledrivers and
Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS,
MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN
FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ,
STANISLAUS, TUOLUMNE

AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS
NOTED BELOW:

CALAVERAS COUNTY:

Area 1: Remainder

Area 2: Eastern Part

FRESNO COUNTY:

Area 1: Remainder

Area 2: Eastern Part

MADERA COUNTY:

Area 1: Remainder

Area 2: Eastern Part

MARIPOSA COUNTY:

Area 1: Remainder

Area 2: Eastern Part

MONTEREY COUNTY:

Area 1: Remainder

Area 2: Southwestern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

ENGI0003-008 07/20/2020

Rates Fringes

Dredging: (DREDGING:

CLAMSHELL & DIPPER DREDGING;

HYDRAULIC SUCTION DREDGING:)

AREA 1:

(1) Leverman.....\$ 49.88 34.35

(2) Dredge Dozer; Heavy

duty repairman.....\$ 44.92 34.35

(3) Booster Pump

Operator; Deck

Engineer; Deck mate;

Dredge Tender; Winch

Operator.....\$ 43.80 34.35

(4) Bargeman; Deckhand;

Fireman; Leveehand; Oiler..\$ 40.50 34.35

AREA 2:

(1) Leverman.....\$ 51.88 34.35

(2) Dredge Dozer; Heavy

duty repairman.....\$ 46.92 34.35

(3) Booster Pump

Operator; Deck

Engineer; Deck mate;

Dredge Tender; Winch

Operator.....\$ 45.80 34.35

(4) Bargeman; Deckhand;

Fireman; Leveehand; Oiler..\$ 42.50 34.35

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,
NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,
SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2
AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County

Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with
Shasta County

Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

Rates Fringes

OPERATOR: Power Equipment

(LANDSCAPE WORK ONLY)

GROUP 1

AREA 1.....\$ 39.95 30.28

AREA 2.....\$ 41.95 30.28

GROUP 2

AREA 1.....\$ 36.35 30.28

AREA 2.....\$ 38.35 30.28

GROUP 3

AREA 1.....\$ 31.74 30.28

AREA 2.....\$ 33.74 30.28

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscape Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with
Shasta County

Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder

Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

IRON0377-001 07/01/2020

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA & SAN FRANCISCO
COUNTIES

Rates Fringes

Ironworkers:

Fence Erector.....\$ 34.58 24.81

Ornamental, Reinforcing
and Structural.....\$ 42.50 33.45

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval
Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training
Center-Goldstone, San Clemente Island, San Nicholas Island,
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0433-005 07/01/2020

REMAINING COUNTIES

Rates Fringes

IRONWORKER

Fence Erector.....	\$ 34.58	24.81
Ornamental, Reinforcing and Structural.....	\$ 41.00	33.45

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval
Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training
Center-Goldstone, San Clemente Island, San Nicholas Island,
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-002 06/29/2020

AREA ""A"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND
SANTA CLARA COUNTIES

AREA ""B"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA,
MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND
TUOLUMNE COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
All Counties.....	\$ 25.05	12.00
LABORER (Lead Removal)		
Area A.....	\$ 33.07	25.30
Area B.....	\$ 32.07	25.30

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0073-002 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 29.54	23.65
Traffic Control Person I....	\$ 29.84	23.65
Traffic Control Person II...	\$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0073-003 07/01/2020

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 32.84	23.71

LABO0073-005 06/25/2018

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunitite and shotcrete
nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or
excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading;
Cherry pickermen - where car is lifted; Concrete finisher
in tunnel; Concrete screedman; Grout pumpman and potman;
Gunitite & shotcrete gunman & potman; Headermen; High
pressure nozzleman; Miner - tunnel, including top and
bottom man on shaft and raise work; Nipper; Nozzleman on
slick line; Sandblaster - potman, Robotic Shotcrete Placer,
Segment Erector, Tunnel Muck Hauler, Steel Form raiser and

setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0073-007 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

Rates Fringes

LABORER (CONSTRUCTION CRAFT
LABORERS)

Construction Specialist

Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20

LABORER (GUNITE)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging
scaffolds, belts shall receive \$0.25 per hour above the
applicable wage rate. This shall not apply to workers
entitled to receive the wage rate set forth in Group 1-a
below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker;

Chainsaw; Laser beam in connection with laborers' work;
Cast-in- place manhole form setter; Pressure pipelayer;
Davis trencher - 300 or similar type (and all small
trenchers); Blaster; Diamond driller; Multiple unit drill;
Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker
and similar type tampers; Buggymobile; Caulker, bander,
pipewrapper, conduit layer, plastic pipelayer; Certified
hazardous waste worker including Leade Abatement;
Compactors of all types; Concrete and magnesite mixer, 1/2
yd. and under; Concrete pan work; Concrete sander; Concrete
saw; Cribber and/or shoring; Cut granite curb setter;
Dri-pak-it machine; Faller, logloader and buckler; Form
raiser, slip forms; Green cutter; Headerboard, Hubsetter,
aligner, by any method; High pressure blow pipe (1-1/2" or
over, 100 lbs. pressure/over); Hydro seeder and similar
type; Jackhammer operator; Jacking of pipe over 12 inches;
Jackson and similar type compactor; Kettle tender, pot and
worker applying asphalt, lay-kold, creosote, lime, caustic
and similar type materials (applying means applying,
dipping or handling of such materials); Lagging, sheeting,
whaling, bracing, trenchjacking, lagging hammer; Magnesite,
epoxyresin, fiberglass, mastic worker (wet or dry); No
joint pipe and stripping of same, including repair of
voids; Pavement breaker and spader, including tool grinder;
Perma curb; Pipelayer (including grade checking in
connection with pipelaying); Precast-manhole setter;
Pressure pipe tester; Post hole digger, air, gas and

electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender,

chuck tender, nipper; Guinea chaser (stake), grout crew;
High pressure nozzle, adductor; Hydraulic monitor (over 100
lbs. pressure); Loading and unloading, carrying and hauling
of all rods and materials for use in reinforcing concrete
construction; Pittsburgh chipper and similar type brush
shredders; Sloper; Single foot, hand-held, pneumatic
tamper; All pneumatic, air, gas and electric tools not
listed in Groups 1 through 1-f; Jacking of pipe - under 12
inches

GROUP 3: Construction laborers, including bridge and general
laborer; Dump, load spotter; Flag person; Fire watcher;
Fence erector; Guardrail erector; Gardener, horticultural
and landscape laborer; Jetting; Limber, brush loader and
piler; Pavement marker (button setter); Maintenance, repair
track and road beds; Streetcar and railroad construction
track laborer; Temporary air and water lines, Victaulic or
similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building
including but not limited to: street cleaner; cleaning and
washing windows; brick cleaner (jobsite only); material
cleaner (jobsite only). The classification "material
cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be
salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or
temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0073-009 07/01/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 32.02	23.00

Work on a swing stage scaffold: \$1.00 per hour additional.

LABO0261-003 06/25/2018

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 20.54	23.65
Traffic Control Person I....	\$ 30.84	23.65
Traffic Control Person II...	\$ 28.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-005 06/25/2018

SAN FRANCISCO AND SAN MATEO COUNTIES

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete
nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or
excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading;
Cherry pickermen - where car is lifted; Concrete finisher
in tunnel; Concrete screedman; Grout pumpman and potman;
Guniting & shotcrete gunman & potman; Headermen; High
pressure nozzleman; Miner - tunnel, including top and
bottom man on shaft and raise work; Nipper; Nozzleman on
slick line; Sandblaster - potman, Robotic Shotcrete Placer,

Segment Erector, Tunnel Muck Hauler, Steel Form raiser and
setter; Timberman, retimberman (wood or steel or substitute
materials therefore); Tugger (for tunnel laborer work);
Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang -
muckers, trackmen; Concrete crew - includes rodding and
spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-009 06/25/2018

SAN FRANCISCO, AND SAN MATEO COUNTIES

Rates Fringes

LABORER (CONSTRUCTION CRAFT

LABORERS - AREA A:)

Construction Specialist

Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 31.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20

GROUP 4.....\$ 24.23 23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)

(1) New Construction.....\$ 30.54 23.20

(2) Establishment Warranty

Period.....\$ 24.23 23.20

LABORER (WRECKING - AREA A:)

GROUP 1.....\$ 30.79 23.20

GROUP 2.....\$ 30.64 23.20

Laborers: (GUNITE - AREA A:)

GROUP 1.....\$ 30.75 22.31

GROUP 2.....\$ 30.25 22.31

GROUP 3.....\$ 29.66 22.31

GROUP 4.....\$ 29.54 22.31

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging
scaffolds, belts shall receive \$0.25 per hour above the
applicable wage rate. This shall not apply to workers
entitled to receive the wage rate set forth in Group 1-a
below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker;
Chainsaw; Laser beam in connection with laborers' work;
Cast-in- place manhole form setter; Pressure pipelayer;
Davis trencher - 300 or similar type (and all small
trenchers); Blaster; Diamond driller; Multiple unit drill;
Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker
and similar type tampers; Buggymobile; Caulker, bander,
pipewrapper, conduit layer, plastic pipelayer; Certified
hazardous waste worker including Leade Abatement;
Compactors of all types; Concrete and magnesite mixer, 1/2
yd. and under; Concrete pan work; Concrete sander; Concrete
saw; Cribber and/or shoring; Cut granite curb setter;
Dri-pak-it machine; Faller, logloader and buckler; Form
raiser, slip forms; Green cutter; Headerboard, Hubsetter,
aligner, by any method; High pressure blow pipe (1-1/2" or
over, 100 lbs. pressure/over); Hydro seeder and similar
type; Jackhammer operator; Jacking of pipe over 12 inches;
Jackson and similar type compactor; Kettle tender, pot and
worker applying asphalt, lay-kold, creosote, lime, caustic
and similar type materials (applying means applying,
dipping or handling of such materials); Lagging, sheeting,
whaling, bracing, trenchjacking, lagging hammer; Magnesite,
epoxyresin, fiberglass, mastic worker (wet or dry); No
joint pipe and stripping of same, including repair of
voids; Pavement breaker and spader, including tool grinder;
Perma curb; Pipelayer (including grade checking in
connection with pipelaying); Precast-manhole setter;

Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage

rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and

grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or

temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0261-011 05/01/2018

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK.....	\$ 35.37	20.70

FOOTNOTES: Underground work such as sewers, manholes, catch
basins, sewer pipes, telephone conduits, tunnels and cut
trenches: \$5.00 per day additional. Work in live sewage:
\$2.50 per day additional.

LABO0261-014 07/01/2017

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER.....	\$ 34.70	23.11

Work on a swing stage scaffold: \$1.00 per hour additional.

LABO0270-003 06/25/2018

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

Rates Fringes

LABORER (TRAFFIC CONTROL/LANE
CLOSURE)

Escort Driver, Flag Person

Area A.....\$ 30.54 23.65

Area B.....\$ 29.54 23.65

Traffic Control Person I

Area A.....\$ 30.84 23.65

Area B.....\$ 29.84 23.65

Traffic Control Person II

Area A.....\$ 28.34 23.65

Area B.....\$ 27.34 23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash
cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of
temporary/permanent signs, markers, delineators and crash
cushions.

LABO0270-004 06/25/2018

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete
nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or
excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading;
Cherry pickermen - where car is lifted; Concrete finisher
in tunnel; Concrete screedman; Grout pumpman and potman;
Guniting & shotcrete gunman & potman; Headermen; High
pressure nozzleman; Miner - tunnel, including top and
bottom man on shaft and raise work; Nipper; Nozzleman on
slick line; Sandblaster - potman, Robotic Shotcrete Placer,
Segment Erector, Tunnel Muck Hauler, Steel Form raiser and
setter; Timberman, retimberman (wood or steel or substitute
materials therefore); Tugger (for tunnel laborer work);
Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang -
muckers, trackmen; Concrete crew - includes rodding and
spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0270-005 07/01/2020

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
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LABORER

Mason Tender-Brick.....	\$ 32.84	23.71
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LABO0270-007 06/25/2018

MONTEREY, SAN BENITO, AND SANTA CRUZ, COUNTIES

	Rates	Fringes
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LABORER (CONSTRUCTION CRAFT

LABORERS - AREA B)

Construction Specialist

Group.....	\$ 30.40	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20

GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA B)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20

LABORER (GUNITE - AREA B)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging
scaffolds, belts shall receive \$0.25 per hour above the
applicable wage rate. This shall not apply to workers
entitled to receive the wage rate set forth in Group 1-a
below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker;
Chainsaw; Laser beam in connection with laborers' work;
Cast-in- place manhole form setter; Pressure pipelayer;
Davis trencher - 300 or similar type (and all small
trenchers); Blaster; Diamond driller; Multiple unit drill;
Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker
and similar type tampers; Buggymobile; Caulker, bander,
pipewrapper, conduit layer, plastic pipelayer; Certified
hazardous waste worker including Leade Abatement;
Compactors of all types; Concrete and magnesite mixer, 1/2
yd. and under; Concrete pan work; Concrete sander; Concrete
saw; Cribber and/or shoring; Cut granite curb setter;
Dri-pak-it machine; Faller, logloader and buckler; Form
raiser, slip forms; Green cutter; Headerboard, Hubsetter,
aligner, by any method; High pressure blow pipe (1-1/2" or
over, 100 lbs. pressure/over); Hydro seeder and similar
type; Jackhammer operator; Jacking of pipe over 12 inches;
Jackson and similar type compactor; Kettle tender, pot and
worker applying asphalt, lay-kold, creosote, lime, caustic
and similar type materials (applying means applying,
dipping or handling of such materials); Lagging, sheeting,
whaling, bracing, trenchjacking, lagging hammer; Magnesite,
epoxyresin, fiberglass, mastic worker (wet or dry); No

joint pipe and stripping of same, including repair of
voids; Pavement breaker and spader, including tool grinder;
Perma curb; Pipelayer (including grade checking in
connection with pipelaying); Precast-manhole setter;
Pressure pipe tester; Post hole digger, air, gas and
electric; Power broom sweeper; Power tampers of all types
(except as shown in Group 2); Ram set gun and stud gun;
Riprap stonepaver and rock-slinger, including placing of
sacked concrete and/or sand (wet or dry) and gabions and
similar type; Rotary scarifier or multiple head concrete
chipping scarifier; Roto and Ditch Witch; Rototiller;
Sandblaster, pot, gun, nozzle operators; Signalling and
rigging; Tank cleaner; Tree climber; Turbo blaster;
Vibrascreed, bull float in connection with laborers' work;
Vibrator; Hazardous waste worker (lead removal); Asbestos
and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143
and similar type drills; Track driller; Jack leg driller;
Wagon driller; Mechanical drillers, all types regardless of
type or method of power; Mechanical pipe layers, all types
regardless of type or method of power; Blaster and powder;
All work of loading, placing and blasting of all powder and
explosives of whatever type regardless of method used for
such loading and placing; High scalers (including drilling
of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above
Group 1 wage rates. ""Sewer cleaner"" means any worker who

handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-010 06/25/2018

SANTA CLARA COUNTY

Rates Fringes

LABORER (CONSTRUCTION CRAFT

LABORERS - AREA A:)

Construction Specialist

Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty		
Period.....	\$ 24.23	23.20

LABORER (GUNITE - AREA A:)

GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker;
Chainsaw; Laser beam in connection with laborers' work;
Cast-in- place manhole form setter; Pressure pipelayer;
Davis trencher - 300 or similar type (and all small
trenchers); Blaster; Diamond driller; Multiple unit drill;
Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker

and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and

rigging; Tank cleaner; Tree climber; Turbo blaster;
Vibrascreed, bull float in connection with laborers' work;
Vibrator; Hazardous waste worker (lead removal); Asbestos
and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143
and similar type drills; Track driller; Jack leg driller;
Wagon driller; Mechanical drillers, all types regardless of
type or method of power; Mechanical pipe layers, all types
regardless of type or method of power; Blaster and powder;
All work of loading, placing and blasting of all powder and
explosives of whatever type regardless of method used for
such loading and placing; High scalers (including drilling
of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above
Group 1 wage rates. ""Sewer cleaner"" means any worker who
handles or comes in contact with raw sewage in small
diameter sewers. Those who work inside recently active,
large diameter sewers, and all recently active sewer
manholes shall receive \$5.00 per day above Group 1 wage
rates.

GROUP 1-c: Burning and welding in connection with laborers'
work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All
employees performing work covered herein shall receive \$
.25 per hour above their regular rate for all work

performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not

listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash,
windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building
materials)

LABO0270-011 07/01/2017

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 34.70	21.22

Work on a swing stage scaffold: \$1.00 per hour additional.

LABO0294-001 07/01/2020

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 32.84	23.71

LABO0294-002 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 29.54	23.65
Traffic Control Person I....	\$ 29.84	23.65
Traffic Control Person II...	\$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0294-005 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete
nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or
excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading;
Cherry pickermen - where car is lifted; Concrete finisher
in tunnel; Concrete screedman; Grout pumpman and potman;
Gunite & shotcrete gunman & potman; Headermen; High
pressure nozzleman; Miner - tunnel, including top and

bottom man on shaft and raise work; Nipper; Nozzleman on
slick line; Sandblaster - potman, Robotic Shotcrete Placer,
Segment Erector, Tunnel Muck Hauler, Steel Form raiser and
setter; Timberman, retimberman (wood or steel or substitute
materials therefore); Tugger (for tunnel laborer work);
Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang -
muckers, trackmen; Concrete crew - includes rodding and
spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0294-008 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

Rates Fringes

LABORER (CONSTRUCTION CRAFT

LABORERS - AREA B:)

Construction Specialist

Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20

GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA B:)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20

LABORER (GUNITE - AREA B:)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging
scaffolds, belts shall receive \$0.25 per hour above the
applicable wage rate. This shall not apply to workers
entitled to receive the wage rate set forth in Group 1-a
below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker;
Chainsaw; Laser beam in connection with laborers' work;
Cast-in- place manhole form setter; Pressure pipelayer;
Davis trencher - 300 or similar type (and all small
trenchers); Blaster; Diamond driller; Multiple unit drill;
Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker
and similar type tampers; Buggymobile; Caulker, bander,
pipewrapper, conduit layer, plastic pipelayer; Certified
hazardous waste worker including Leade Abatement;
Compactors of all types; Concrete and magnesite mixer, 1/2
yd. and under; Concrete pan work; Concrete sander; Concrete
saw; Cribber and/or shoring; Cut granite curb setter;
Dri-pak-it machine; Faller, logloader and buckler; Form
raiser, slip forms; Green cutter; Headerboard, Hubsetter,
aligner, by any method; High pressure blow pipe (1-1/2" or
over, 100 lbs. pressure/over); Hydro seeder and similar
type; Jackhammer operator; Jacking of pipe over 12 inches;
Jackson and similar type compactor; Kettle tender, pot and
worker applying asphalt, lay-kold, creosote, lime, caustic
and similar type materials (applying means applying,
dipping or handling of such materials); Lagging, sheeting,
whaling, bracing, trenchjacking, lagging hammer; Magnesite,
epoxyresin, fiberglass, mastic worker (wet or dry); No
joint pipe and stripping of same, including repair of
voids; Pavement breaker and spader, including tool grinder;

Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active,

large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry

cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be

salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0294-010 07/01/2018

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN
JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 32.02	23.00

Work on a swing stage scaffold: \$1.00 per hour additional.

LABO0294-011 07/01/2017

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 31.02	22.52

Work on a swing stage scaffold: \$1.00 per hour additional.

LABO0304-002 06/25/2018

ALAMEDA COUNTY

	Rates	Fringes
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LABORER (TRAFFIC CONTROL/LANE
CLOSURE)

Escort Driver, Flag Person..\$ 30.54	23.65
Traffic Control Person I....\$ 30.84	23.65
Traffic Control Person II...\$ 28.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0304-003 06/26/2017

ALAMEDA COUNTY

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....\$ 36.60	24.83
GROUP 2.....\$ 36.37	24.83
GROUP 3.....\$ 36.12	24.83
GROUP 4.....\$ 35.67	24.83
GROUP 5.....\$ 35.13	24.83
Shotcrete Specialist.....\$ 37.12	24.83

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete
nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or
excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading;
Cherry pickers - where car is lifted; Concrete finisher
in tunnel; Concrete screedman; Grout pumpman and potman;
Guniting & shotcrete gunner & potman; Headermen; High
pressure nozzleman; Miner - tunnel, including top and
bottom man on shaft and raise work; Nipper; Nozzleman on
slick line; Sandblaster - potman, Robotic Shotcrete Placer,
Segment Erector, Tunnel Muck Hauler, Steel Form raiser and
setter; Timberman, retimberman (wood or steel or substitute
materials therefore); Tugger (for tunnel laborer work);
Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang -
muckers, trackmen; Concrete crew - includes rodding and
spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

ALAMEDA COUNTY

Rates Fringes

LABORER (CONSTRUCTION CRAFT

LABORERS - AREA A:)

Construction Specialist

Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty		
Period.....	\$ 24.23	23.20

LABORER (GUNITE - AREA A:)

GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter;

Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143

and similar type drills; Track driller; Jack leg driller;
Wagon driller; Mechanical drillers, all types regardless of
type or method of power; Mechanical pipe layers, all types
regardless of type or method of power; Blaster and powder;
All work of loading, placing and blasting of all powder and
explosives of whatever type regardless of method used for
such loading and placing; High scalers (including drilling
of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above
Group 1 wage rates. ""Sewer cleaner"" means any worker who
handles or comes in contact with raw sewage in small
diameter sewers. Those who work inside recently active,
large diameter sewers, and all recently active sewer
manholes shall receive \$5.00 per day above Group 1 wage
rates.

GROUP 1-c: Burning and welding in connection with laborers'
work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All
employees performing work covered herein shall receive \$
.25 per hour above their regular rate for all work
performed on underground structures not specifically
covered herein. This paragraph shall not be construed to
apply to work below ground level in open cut. It shall
apply to cut and cover work of subway construction after
the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural

and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash,
windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building
materials)

LABO0304-005 05/01/2018

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender.....	\$ 35.37	20.70

FOOTNOTES: Work on jobs where heat-protective clothing is
required: \$2.00 per hour additional. Work at grinders: \$.25
per hour additional. Manhole work: \$2.00 per day additional.

LABO0304-008 07/01/2017

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 34.70	23.11

Work on a swing stage scaffold: \$1.00 per hour additional.

LABO0324-002 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 30.54	23.65
Traffic Control Person I....	\$ 30.84	23.65
Traffic Control Person II...	\$ 28.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-006 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunitite and shotcrete
nozzleman

GROUP 2: Rodmen; Shaft work & raise (below actual or
excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading;
Cherry pickermen - where car is lifted; Concrete finisher
in tunnel; Concrete screedman; Grout pumpman and potman;
Gunitite & shotcrete gunman & potman; Headermen; High
pressure nozzleman; Miner - tunnel, including top and
bottom man on shaft and raise work; Nipper; Nozzleman on
slick line; Sandblaster - potman, Robotic Shotcrete Placer,

Segment Erector, Tunnel Muck Hauler, Steel Form raiser and
setter; Timberman, retimberman (wood or steel or substitute
materials therefore); Tugger (for tunnel laborer work);
Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang -
muckers, trackmen; Concrete crew - includes rodding and
spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-012 06/25/2018

CONTRA COSTA COUNTY

Rates Fringes

LABORER (CONSTRUCTION CRAFT

LABORERS - AREA A:)

Construction Specialist

Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 1-g.....	\$ 30.99	23.20
GROUP 2.....	\$ 30.64	23.20

GROUP 3.....\$ 30.54 23.20

GROUP 4.....\$ 24.23 23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,

HORTICULURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction.....\$ 30.54 23.20

(2) Establishment Warranty

Period.....\$ 24.23 23.20

LABORER (GUNITE - AREA A:)

GROUP 1.....\$ 30.75 22.31

GROUP 2.....\$ 30.25 22.31

GROUP 3.....\$ 29.66 22.31

GROUP 4.....\$ 29.54 22.31

LABORER (WRECKING - AREA A:)

GROUP 1.....\$ 30.79 23.20

GROUP 2.....\$ 30.64 23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker;
Chainsaw; Laser beam in connection with laborers' work;
Cast-in- place manhole form setter; Pressure pipelayer;
Davis trencher - 300 or similar type (and all small
trenchers); Blaster; Diamond driller; Multiple unit drill;
Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker
and similar type tampers; Buggymobile; Caulker, bander,
pipewrapper, conduit layer, plastic pipelayer; Certified
hazardous waste worker including Leade Abatement;
Compactors of all types; Concrete and magnesite mixer, 1/2
yd. and under; Concrete pan work; Concrete sander; Concrete
saw; Cribber and/or shoring; Cut granite curb setter;
Dri-pak-it machine; Faller, logloader and buckler; Form
raiser, slip forms; Green cutter; Headerboard, Hubsetter,
aligner, by any method; High pressure blow pipe (1-1/2" or
over, 100 lbs. pressure/over); Hydro seeder and similar
type; Jackhammer operator; Jacking of pipe over 12 inches;
Jackson and similar type compactor; Kettle tender, pot and
worker applying asphalt, lay-kold, creosote, lime, caustic
and similar type materials (applying means applying,
dipping or handling of such materials); Lagging, sheeting,
whaling, bracing, trenchjacking, lagging hammer; Magnesite,
epoxyresin, fiberglass, mastic worker (wet or dry); No
joint pipe and stripping of same, including repair of
voids; Pavement breaker and spader, including tool grinder;
Perma curb; Pipelayer (including grade checking in

connection with pipelaying); Precast-manhole setter;
Pressure pipe tester; Post hole digger, air, gas and
electric; Power broom sweeper; Power tampers of all types
(except as shown in Group 2); Ram set gun and stud gun;
Riprap stonepaver and rock-slinger, including placing of
sacked concrete and/or sand (wet or dry) and gabions and
similar type; Rotary scarifier or multiple head concrete
chipping scarifier; Roto and Ditch Witch; Rototiller;
Sandblaster, pot, gun, nozzle operators; Signalling and
rigging; Tank cleaner; Tree climber; Turbo blaster;
Vibrascreed, bull float in connection with laborers' work;
Vibrator; Hazardous waste worker (lead removal); Asbestos
and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143
and similar type drills; Track driller; Jack leg driller;
Wagon driller; Mechanical drillers, all types regardless of
type or method of power; Mechanical pipe layers, all types
regardless of type or method of power; Blaster and powder;
All work of loading, placing and blasting of all powder and
explosives of whatever type regardless of method used for
such loading and placing; High scalers (including drilling
of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above
Group 1 wage rates. ""Sewer cleaner"" means any worker who
handles or comes in contact with raw sewage in small
diameter sewers. Those who work inside recently active,
large diameter sewers, and all recently active sewer

manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander;

Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building

including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

LABO0324-014 05/01/2018

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender.....	\$ 35.37	20.70

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

LABO0324-018 07/01/2018

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 37.14	22.32

Work on a swing stage scaffold: \$1.00 per hour additional.

LABO1130-002 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 29.54	23.65
Traffic Control Person I....	\$ 29.84	23.65
Traffic Control Person II...	\$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO1130-003 06/26/2017

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....	\$ 36.60	24.83
GROUP 2.....	\$ 36.37	24.83
GROUP 3.....	\$ 36.12	24.83
GROUP 4.....	\$ 35.67	24.83
GROUP 5.....	\$ 35.13	24.83
Shotcrete Specialist.....	\$ 37.12	24.83

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete
nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or
excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading;
Cherry pickermen - where car is lifted; Concrete finisher
in tunnel; Concrete screedman; Grout pumpman and potman;
Guniting & shotcrete gunman & potman; Headermen; High
pressure nozzleman; Miner - tunnel, including top and
bottom man on shaft and raise work; Nipper; Nozzleman on

slick line; Sandblaster - potman, Robotic Shotcrete Placer,
Segment Erector, Tunnel Muck Hauler, Steel Form raiser and
setter; Timberman, retimberman (wood or steel or substitute
materials therefore); Tugger (for tunnel laborer work);
Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang -
muckers, trackmen; Concrete crew - includes rodding and
spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-005 07/01/2018

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

Rates	Fringes
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LABORER

Mason Tender-Brick.....\$ 31.20	22.20
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LABO1130-007 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

Rates	Fringes
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LABORER (CONSTRUCTION CRAFT

LABORERS - AREA B:)

Construction Specialist

Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 29.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)

(1) New Construction.....\$ 29.54 23.20

(2) Establishment Warranty

Period.....\$ 23.23 23.20

LABORER (GUNITE - AREA B:)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging

scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches;

Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and

explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep

footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash,
windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building
materials)

LABO1130-008 07/01/2018

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN
JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 32.02	23.00

Work on a swing stage scaffold: \$1.00 per hour additional.

LABO1130-009 07/01/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 32.02	23.00

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0016-001 01/01/2019

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA
CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:.....	\$ 42.67	24.03

PREMIUMS:

EXOTIC MATERIALS - \$0.75 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and
processing of goods for sale or service; steel construction
(bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

PAIN0016-003 06/01/2020

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1.....	\$ 51.51	27.39
AREA 2.....	\$ 47.38	25.99

PAIN0016-012 01/01/2019

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 48.60	27.43

PAIN0016-015 01/01/2019

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

Rates Fringes

PAINTER

Brush.....\$ 33.68 20.24

FOOTNOTES:

SPRAY/SANDBLAST: \$0.50 additional per hour.

EXOTIC MATERIALS: \$1.00 additional per hour.

HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

PAIN0016-022 01/01/2019

SAN FRANCISCO COUNTY

Rates Fringes

PAINTER.....\$ 46.29 24.03

PAIN0169-001 06/01/2020

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

Rates Fringes

GLAZIER.....\$ 40.00 26.76

PAIN0169-005 07/01/2020

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN
MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

Rates Fringes

GLAZIER.....\$ 52.17 30.55

PAIN0294-004 06/01/2020

FRESNO, KINGS AND MADERA COUNTIES

Rates Fringes

PAINTER

Brush, Roller.....\$ 30.18 20.21

Drywall Finisher/Taper.....\$ 40.10 25.00

FOOTNOTE:

Spray Painters & Paperhangers recive \$1.00 additional per
hour. Painters doing Drywall Patching receive \$1.25
additional per hour. Lead Abaters & Sandblasters receive
\$1.50 additional per hour. High Time - over 30 feet (does
not include work from a lift) \$0.75 per hour additional.

PAIN0294-005 06/01/2020

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 33.30	21.42

PAIN0767-001 07/01/2020

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 40.61	30.76

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day,
President's Day, Memorial Day, Independence Day, Labor Day,
Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50
per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2020

HIGHWAY IMPROVEMENT

Rates Fringes

Parking Lot Striping/Highway

Marking:

GROUP 1.....	\$ 38.48	16.88
GROUP 2.....	\$ 32.71	16.88
GROUP 3.....	\$ 33.09	16.88

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 06/01/2020

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

Rates Fringes

SOFT FLOOR LAYER.....	\$ 39.61	22.59
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PLAS0066-002 07/01/2019

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER.....	\$ 42.41	30.73

PLAS0300-001 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 188: Fresno.....	\$ 32.70	31.68
AREA 224: San Benito, Santa Clara, Santa Cruz.....	\$ 32.88	31.68
AREA 295: Calaveras & San Joaquin Couonties.....	\$ 32.70	31.68
AREA 337: Monterey County..	\$ 32.88	31.68
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties.....	\$ 32.70	31.68

PLAS0300-005 07/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 33.49	23.67

PLUM0038-001 07/01/2020

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter).....	\$ 75.30	46.27

PLUM0038-005 07/01/2019

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 63.04	31.48

PLUM0062-001 01/01/2021

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 45.50	37.05

PLUM0159-001 07/01/2019

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration.....	\$ 56.93	41.04
(2) All other work.....	\$ 57.82	41.04

PLUM0246-001 01/01/2021

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 43.40	35.64

PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN).....	\$ 13.00	10.74

PIPE TRADESMAN SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well
as installation of corrugated metal piping for culverts in
connection with storm sewers and drains; Grouting, dry
packing and diapering of joints, holes or chases including

paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

PLUM0342-001 07/01/2020

ALAMEDA & CONTRA COSTA COUNTIES

Rates Fringes

PIPEFITTER

CONTRA COSTA COUNTY.....\$ 67.75 42.50

PLUMBER, PIPEFITTER,
STEAMFITTER

ALAMEDA COUNTY.....\$ 67.75 42.50

PLUM0355-004 07/01/2020

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA,
MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO,
SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

Rates Fringes

Underground Utility Worker

/Landscape Fitter.....\$ 29.90 16.30

PLUM0393-001 07/01/2020

SAN BENITO AND SANTA CLARA COUNTIES

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 66.66 44.83

PLUM0442-001 07/01/2020

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE
COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 45.50	31.89

PLUM0467-001 07/01/2020

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter...	\$ 70.00	37.86

ROOF0027-002 01/01/2021

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER.....	\$ 32.01	14.61

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.

ROOF0040-002 08/01/2020

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 44.38	19.69

* ROOF0081-001 08/01/2020		

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer.....	\$ 44.62	19.36

ROOF0081-004 08/01/2020		

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND
TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 39.73	19.11

ROOF0095-002 08/01/2020		

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

Rates Fringes

ROOFER

Journeyman.....\$ 46.54 20.69

Kettle person (2 kettles);

Bitumastic, Enameler, Coal

Tar, Pitch and Mastic

worker.....\$ 48.54 20.69

SFCA0483-001 07/29/2019

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA
COUNTIES:

Rates Fringes

SPRINKLER FITTER (FIRE).....\$ 65.52 32.67

SFCA0669-011 01/01/2021

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY,
SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE
COUNTIES:

Rates Fringes

SPRINKLER FITTER.....\$ 38.95 26.15

SHEE0104-001 07/01/2020

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under \$200,000.....	\$ 55.92	45.29
All Other Work.....	\$ 64.06	46.83
AREA 2.....	\$ 52.90	36.44
AREA 3.....	\$ 55.16	34.18

SHEE0104-003 07/01/2020

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 43.50	37.42

SHEE0104-005 07/01/2020

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding).....	\$ 40.38	43.47

SHEE0104-007 07/01/2020

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 42.53	39.64

SHEE0104-015 07/01/2020

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN
MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 44.45	35.55

SHEE0104-018 07/01/2020

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN
JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only).....	\$ 44.45	35.55

TEAM0094-001 07/01/2018

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 31.68	27.86
GROUP 2.....	\$ 31.98	27.86
GROUP 3.....	\$ 32.28	27.86
GROUP 4.....	\$ 32.63	27.86
GROUP 5.....	\$ 32.98	27.86

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without
auger); Dumpcrete truck; Skid truck (debris box); Dry
pre-batch concrete mix trucks; Dumpster or similar type;
Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial
lift truck (mechanical tailgate); Utility and clean-up
truck: Use appropriate rate for the power unit or the

equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under

7500 gals. Trucks towing tilt bed or flat bed pull
trailers; Lowbed heavy duty transport; Heavy duty transport
tiller person; Self- propelled street sweeper with
self-contained refuse bin; Boom truck - hydro-lift or
Swedish type extension or retracting crane; P.B. or similar
type self-loading truck; Tire repairperson; Combination
bootperson and road oiler; Dry distribution truck (A
bootperson when employed on such equipment, shall receive
the rate specified for the classification of road oil
trucks or bootperson); Ammonia nitrate distributor, driver
and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water
pulls - DW 10's, 20's, 21's and other similar equipment
when pulling Aqua/pak or water tank trailers; Helicopter
pilots (when transporting men and materials); Lowbedk Heavy
Duty Transport up to including 7 axles; DW10's, 20's, 21's
and other similar Cat type, Terra Cobra, LeTourneau Pulls,
Tournorocker, Euclid and similar type equipment when
pulling fuel and/or grease tank trailers or other
miscellaneous trailers; Vacuum Trucks 7500 gals and over
and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low
bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing

this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union

average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the

Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Project: 832020 - ADA Curb Retrofits (CDBG)

Category:	Capital	Project Type:	CDBG	Project Manager:	Richard Chen
Year Identified:	2017	Project Phase:	Planning	Project Coordinator:	Jennifer Carloni
Est. Completion Year:	Ongoing	Department:	C90 - Public Works	Fund - Sub-Fund:	110-100 - Community Development Block Grant - CDBG Fund

Project Description/Scope/Purpose:

This project provides Community Development Block Grant (CDBG) funds to accelerate sidewalk accessibility construction to meet Americans with Disabilities Act (ADA) standards. Pedestrian access improvements are needed at many intersections within the City to comply with the ADA standards for accessibility.

Project Evaluation and Analysis:

This project provides funds to accelerate curb ramp construction to meet ADA standards. This project also addresses the priorities and goals described in the City's 2015-2020 Consolidated Plan, specifically "Maintain/Expand Community Facilities and Infrastructure". One of the main objectives is for the City to continue the curb retrofit program to improve accessibility of city sidewalks.

Fiscal Impact:

This project will continue as long as CDBG revenues are available to the City. If this funding source is lost then the City will pursue other outside grant options or re-evaluate the level of service provided. However, should funding appropriation be reduced, the funding for this project may be proportionately reduced. This project will require an expenditure from the CDBG Fund of up to \$300,000 every three years, beginning in FY 2020/21, or earlier. Use of these funds are consistent with federal regulations governing use of CDBG funds.

Funding Sources:

Community Development Block Grant Fund

Plans and Goals:

CC - Community Character - CC-2: Attractive Street Environment

Project Financial Summary

	Project Costs	Revenues	Transfers In	Operating Costs
Prior Actual	186,462	-	-	-
2019 - 20	188,000	-	-	-
2020 - 21	603,333	-	-	-
2021 - 22	-	-	-	-
2022 - 23	-	-	-	-
2023 - 24	300,000	-	-	-
2024 - 25	-	-	-	-
2025 - 26	-	-	-	-
2026 - 27	300,000	-	-	-
2027 - 28	-	-	-	-
2028 - 29	-	-	-	-
2029 - 30	300,000	-	-	-
2030 - 31	-	-	-	-
2031 - 32	-	-	-	-
2032 - 33	300,000	-	-	-
2033 - 34	-	-	-	-
2034 - 35	-	-	-	-
2035 - 36	300,000	-	-	-
2036 - 37	-	-	-	-
2037 - 38	-	-	-	-
2038 - 39	300,000	-	-	-
2039 - 40	-	-	-	-
20 Year Total	2,403,333	-	-	-
Grand Total	2,777,795	-	-	-



City of Sunnyvale

Agenda Item

21-0432

Agenda Date: 4/20/2021

REPORT TO COUNCIL

SUBJECT

Award of Contract to Intermountain Slurry Seal, Inc. for Slurry Seal 2021 and Finding of CEQA Categorical Exemption

STAFF RECOMMENDATION

Take the following actions:

- Make a finding of categorical exemption from the California Environmental Act (CEQA) pursuant to CEQA Guidelines Section 15301 (c);
- Award a contract in substantially the same form as Attachment 2 to the report in the amount of \$647,627 to Intermountain Slurry Seal, Inc.;
- Authorize the City Manager to execute the contract when all necessary conditions have been met; and
- Approve a 10% construction contingency in the amount of \$64,763.

BASIS FOR RECOMMENDATION

The construction project (Project No. ST-21-02) was advertised on Demandstar on February 5, 2021. Fourteen (14) contractors requested bid documents. Sealed bids were opened on February 24 with seven (7) responsive bids received. Intermountain Slurry Seal, Inc. submitted the lowest responsive and responsible bid in the amount of \$647,627.46 (Attachment 1 - Bid Summary) for the Street Segments identified (Attachment 5).

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) determination for this project is a categorical exemption pursuant to CEQA Guidelines Section 15301(c) for the rehabilitation of existing streets involving negligible or no expansion of the existing use.

FISCAL IMPACT

Costs for the contract and contingency total \$712,390.46. Budgeted funds are available in capital projects 828030 - Annual Slurry Seal of City Streets and 825290 - Pavement Rehabilitation (Attachment 3 and 4).

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. In addition, the agenda and report are available at the Office of the City Clerk and on the City's website.

Prepared and Approved by: Tim Kirby, Director, Finance

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Bid Summary
2. Draft General Construction Contract
3. Project 828030 Sheet - Annual Slurry Seal of City Streets
4. Project 825290 Sheet - Pavement Rehabilitation
5. Street Segments

DRAFT GENERAL CONSTRUCTION CONTRACT

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

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, "Annual Slurry Seal 2021, Project No. ST-21-02, Invitation for Bids No. PW21-08", 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.

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

All of 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 installation of slurry seal in various streets through the City, within the limits shown on the Technical Specifications. The project consists of furnishing all labor, materials, equipment, and services necessary to apply slurry seal on various street surfaces, ready for use in accordance with City Standards Specifications, as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared and adopted by the Owner. These Plans and Specifications are entitled respectively, Annual Slurry Seal 2021, Project No. ST-21-02.

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 Six Hundred Forty Seven Thousand Six Hundred Twenty Seven and 46/100 Dollars (\$647,627.46) 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 at all times 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, as the case may be, 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 forty-seven (47) working 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 its 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 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 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 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: Intermountain Slurry Seal, Inc.
1120 Terminal Way
Reno, NV 89502

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 100 percent 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 100 percent 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. Contractor shall not commence work under this Contract until all insurance required under this paragraph has been obtained and such insurance has been approved by the Owner, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractor shall furnish the Owner with satisfactory proof of the carriage of insurance required, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract and particularly Paragraph 16 hereof. Any policy of insurance required of the Contractor under this Contract shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to the Owner of any pending change in the limits of liability or of any cancellation or modification of the policy. Insurance carrier shall be California-admitted.

(a) Compensation Insurance and Employer's Liability Insurance. Contractor shall take out and maintain during the life of this Contract Workers' Compensation Insurance and Employer's Liability Insurance for all of employees employed at the site of the project and, in case any work is sublet, Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance and Employer's Liability Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Contractor.

In signing this Contract, Contractor makes the following certification, required by Section 1861 of the Labor Code:

"I am aware of the provision of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(b) General and Automobile Liability Insurance. Contractor, at its own cost and expense, shall maintain personal injury liability and property damage insurance for the period covered by the Contract in the amount of Two Million Dollars (\$2,000,000.00) per occurrence and \$4,000,000 annual aggregate combined single limit coverage. Such coverage shall include, but shall not be limited to, protection against claims arising therefrom, and damage to property resulting from activities contemplated under this Contract, use of owned automobiles, products and completed operations, including U, C and X. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to the Owner and shall provide that notice must be given to Owner at least thirty (30) days prior to cancellation or material change. The following endorsements shall be attached to the policy:

Policy shall cover on an "occurrence" basis. Policy must cover personal injuries as well as bodily injuries. Exclusion of contractual liability must be eliminated from personal injury endorsement. Broad form property damage endorsement must be attached. Owner is to be named as an additional insured on any contracts of insurance under this paragraph (b). Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code. The policies of insurance shall be considered primary insurance before any policies of insurance maintained by Owner.

16. Indemnification and Hold Harmless. Contractor agrees to defend, save, indemnify and hold harmless Owner and all its officers, employees, and agents, against any and all liability, claims, judgments, or demands, including demands arising from injuries or death of persons (Contractor's employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Contractor, save and except claims or litigation arising through the active negligence or willful misconduct of Owner, or of Owner's officials, agents, employees, servants, or independent contractors who are directly responsible to Owner. Contractor shall make good and reimburse Owner for any expenditures, including reasonable attorneys' fees, Owner may make by reason of such claim or litigation, and, if requested by Owner, Contractor shall defend any such suits at the sole cost and expense of Contractor.

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 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 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 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 exercised at all times 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 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 three hundred (\$300.00), for each and 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 Municipal Corporation, Owner

INTERMOUNTAIN SLURRY SEAL, INC.
Contractor

License No. 462443

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	Install Slurry Seal (Type II)	4,075,692	SF	\$0.1589

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

Project: 828030 - Annual Slurry Seal of City Streets

Category:	Infrastructure	Project Type:	Traffic and Transportation	Project Manager:	Richard Chen
Year Identified:	2009	Project Phase:	Underway	Project Coordinator:	Tony Pineda
Est. Completion Year:	Ongoing	Department:	C90 - Public Works	Fund - Sub-Fund:	610-100 - Infrastructure Renov & Replace - General Fund Assets

Project Description/Scope/Purpose:

Slurry seal is a maintenance treatment utilized by the City that extends the life of a road surface. Slurry seal is more cost effective than overlay or reconstruction to maintain asphalt pavement. It is less expensive, easy to apply, and has a much lower life cycle cost than traditional overlay or mill/fill work in extending the life of a road. Slurry seal is most effective when used to extend the life of pavement that is already in good to very good condition.

This project covers staff hours as well as contract construction costs of slurry sealing a portion of the City's streets each year. Corrective maintenance work, such as patching, chip seal or crack seal, as well as project administration and field management of the project, is generally completed by the City through contract or Street Operations. The pavement condition survey, as well as annual field inspections are used to determine which streets will most benefit from a slurry seal.

Slurry seal is most effective in protecting and extending the life of a pavement surface when applied on a regular cycle, normally every 7 to 10 years. The amount included in the budget will allow for approximately 5.0 million square feet of slurry seal annually and all overages have been and will continue to be charged to Project 825290 - Pavement Rehabilitation.

Project Evaluation and Analysis:

Slurry seal is a maintenance treatment that extends the life of a road surface. Without slurry seal, streets will require expensive asphalt overlay on a more frequent basis, or streets will deteriorate.

Fiscal Impact:

This project was funded by General Fund and is funded by the Measure B Fund starting FY 2019/20 and going forward.

Funding Sources:

General Fund, 2016 Measure B - Santa Clara VTA Fund

Plans and Goals:

CC - Community Character - CC-2: Attractive Street Environment

Project Financial Summary

	Project Costs	Revenues	Transfers In	Operating Costs
Prior Actual	3,214,988	7,500	1,662,430	-
2019 - 20	462,600	(7,500)	530,604	-
2020 - 21	546,325	-	546,325	-
2021 - 22	562,714	-	562,714	-
2022 - 23	579,596	-	579,596	-
2023 - 24	596,984	-	596,984	-
2024 - 25	614,894	-	614,894	-
2025 - 26	633,340	-	633,340	-
2026 - 27	652,341	-	652,341	-
2027 - 28	671,911	-	671,911	-
2028 - 29	692,068	-	692,068	-
2029 - 30	712,830	-	712,830	-
2030 - 31	734,215	-	734,215	-
2031 - 32	756,242	-	756,242	-
2032 - 33	778,929	-	778,929	-
2033 - 34	802,297	-	802,297	-
2034 - 35	826,365	-	826,365	-
2035 - 36	851,156	-	851,156	-
2036 - 37	876,691	-	876,691	-
2037 - 38	902,991	-	902,991	-
2038 - 39	930,081	-	930,081	-
2039 - 40	957,984	-	957,984	-
20 Year Total	14,679,952	-	14,679,952	-
Grand Total	18,357,540	-	16,872,986	-

Project: 825290 - Pavement Rehabilitation

Category:	Infrastructure	Project Type:	Traffic and Transportation	Project Manager:	Elizabeth Racca-Johnson
Year Identified:	2006	Project Phase:	Underway	Project Coordinator:	Tony Pineda
Est. Completion Year:	Ongoing	Department:	C90 - Public Works	Fund - Sub-Fund:	610-100 - Infrastructure Renov & Replace - General Fund Assets

Project Description/Scope/Purpose:

This project provides for ongoing roadway infrastructure preservation and rehabilitation to maintain Sunnyvale's network in very good condition. Specific yearly projects will be based upon annual roadway condition surveys and pavement management system (PMS) analysis. Projects in past fiscal years included milling, wedge-grinding and overlay, cold in place roadway recycling, crack sealing, street patching and slurry sealing. This effort was supplemented by 828030 - Annual Slurry Seal of City Streets and the Operations budget for roadway maintenance and increased slurry sealed roadways from 3 million square feet (sf) in FY 2015/16, over 4 million sf in FY 2017/18 and 5 million sf scheduled for FY 2018/19. This, as well as increasing the total footage chip sealed, will assist us in reaching and maintaining an average pavement condition index (PCI) of over 80.

This project will continue the shift from typical roadway replacement strategies to a balanced approach between pavement preservation and roadway replacement. These strategies may include: microsurfacing, slurry seals, crack sealing, patch repairs, mill, wedge-grind and overlay, cold in-place or full depth roadway recycling, and other strategies that may be become applicable. This project will also provide for staff hours needed for the warranted preparatory work prior to the application of either double chip seal and slurry seal roadways. This overall strategy shift will allow the City to improve a larger roadway area and reach a yearly slurry sealing goal of 5 million sf and 2.5 million sf of double chip seal annually starting in FY 2019/20. By reducing the cycle of resurfacing this will assist us in raising and maintain the average PCI above 80.

Project Evaluation and Analysis:

Maintaining Sunnyvale streets in very good condition is essential to maintain the economic vitality of the City and enhance the quality of life of City's residents. Historically, an average of approximately \$3 million was spent per year in FY 2012/13 through FY 2015/16 in addition to the Annual Slurry Seal project and the Operations maintenance budget. This effort sustained the PCI at 77. With the ability to charge staff hours and materials, as well as contract work to this project and working on reducing the maintenance cycle, from the current 12-15 years to an 8-10 years will assist us in raising the average PCI to 80+. The alternative is to not increase funding and delay needed preservation, repairs and replacement. If delayed, lower cost preservation effort and minor street rehabilitation measures will become major street replacement projects at much higher cost. This will result in dropping the PCI by 1 to 2 points per year.

Fiscal Impact:

This project is funded by the SB83 VRF Road Improvement Program, Measure B, Gas Tax, Road Maintenance and Rehabilitation (SB1), and the General Fund. The project does not affect the operating budget.

Funding Sources:

Gas Tax Street Improvement Fund, Road Maintenance and Rehabilitation Account (SB1) Fund, 2016 Measure B - Santa Clara VTA Fund, VRF Local Road Improvement Program Fund, and General Fund

Plans and Goals:

CC - Community Character - CC-2: Attractive Street Environment

Project Financial Summary

	Project Costs	Revenues	Transfers In	Operating Costs
Prior Actual	19,709,426	5,500	19,696,176	-
2019 - 20	11,299,176	(5,500)	11,299,176	-
2020 - 21	4,568,288	-	5,361,115	-
2021 - 22	4,045,912	-	4,045,912	-
2022 - 23	5,553,202	-	5,553,202	-
2023 - 24	4,331,462	-	4,331,462	-
2024 - 25	5,498,385	-	5,498,385	-
2025 - 26	4,510,718	-	4,510,718	-
2026 - 27	6,578,549	-	6,578,549	-
2027 - 28	6,706,959	-	6,706,959	-
2028 - 29	7,603,602	-	7,603,602	-
2029 - 30	6,997,803	-	6,997,803	-
2030 - 31	7,929,253	-	7,929,253	-
2031 - 32	7,308,091	-	7,308,091	-
2032 - 33	7,945,604	-	7,945,604	-
2033 - 34	7,639,075	-	7,639,075	-
2034 - 35	7,837,982	-	7,837,982	-
2035 - 36	9,626,899	-	9,626,899	-
2036 - 37	8,177,301	-	8,177,301	-
2037 - 38	8,234,406	-	8,234,406	-
2038 - 39	8,481,439	-	8,481,439	-
2039 - 40	8,481,439	-	6,938,743	-
20 Year Total	138,056,369	-	137,306,500	-
Grand Total	169,064,971	-	168,301,851	-

2021 SLURRY SEAL CORRECTIVE MAINTENANCE SCHEDULE

<i>Day</i>	<i>Street</i>	<i>Street ID #</i>	<i>Begins</i>	<i>Ends</i>	<i>Sq. Ft.</i>	<i>Slurry Type</i>
Monday	<i>Liverpool Wy</i>	<i>260136</i>	<i>Finch</i>	<i>Goldfinch</i>	<i>21505</i>	<i>2</i>
	<i>Inverness Wy</i>	<i>260111</i>	<i>Heron ctr</i>	<i>Wolfe w/s</i>	<i>43,180</i>	<i>2</i>
	<i>Peacock</i>	<i>270080</i>	<i>Inverness s/s</i>	<i>Homestead</i>	<i>49867</i>	<i>2</i>
	<i>Coventry Ct.</i>	<i>260042</i>	<i>Kingfisher</i>	<i>West End</i>	<i>13156</i>	<i>2</i>
	<i>Red Oak, East</i>	<i>110018</i>	<i>Red Oak ctr</i>	<i>North end</i>	<i>18358</i>	<i>2</i>
				Total	146066	
Tuesday	<i>Belleville</i>	<i>220012</i>	<i>The Dalles ctr</i>	<i>1630 d/w</i>	<i>89362</i>	<i>2</i>
	<i>Sequoia</i>	<i>120077</i>	<i>Iris</i>	<i>Shasta Fir ctr</i>	<i>19,093</i>	<i>2</i>
	<i>Kelowna Ct</i>	<i>230065</i>	<i>Cascade</i>	<i>South end</i>	<i>5,600</i>	<i>2</i>
	<i>Bittern Dr</i>	<i>260011</i>	<i>Connemara Way</i>	<i>Berwick Way</i>	<i>37,146</i>	<i>2</i>
	<i>Carlow Ct</i>	<i>260030</i>	<i>Bittern</i>	<i>West end</i>	<i>10,134</i>	<i>2</i>
	<i>Exeter Ct</i>	<i>260066</i>	<i>Albatross</i>	<i>West end</i>	<i>5390</i>	<i>2</i>
				Total	166725	
Wednesday	<i>Oriole Ave</i>	<i>270072</i>	<i>Dunford</i>	<i>Exmoor s/s</i>	<i>15,628</i>	<i>2</i>
	<i>Paintbrush Dr</i>	<i>120053</i>	<i>Henderson</i>	<i>Sugarpine e/s</i>	<i>21021</i>	<i>2</i>
	<i>Oriole Ave</i>	<i>270073</i>	<i>Exmoor s/s</i>	<i>Glenbar ctr</i>	<i>13,405</i>	<i>2</i>
	<i>Quail</i>	<i>270083</i>	<i>Inverness s/s</i>	<i>Homestead</i>	<i>50,314</i>	<i>2</i>
	<i>Bryant</i>	<i>270004</i>	<i>Eleanor</i>	<i>Norman w/s</i>	<i>19,344</i>	<i>2</i>
	<i>Tamarack Ln</i>	<i>120095</i>	<i>Mirimar Way</i>	<i>950' City Limit</i>	<i>34,367</i>	<i>2</i>
	<i>Burnley Wy</i>	<i>270008</i>	<i>Thunderbird</i>	<i>City Limit</i>	<i>4,860</i>	<i>2</i>

				Total	158,939	
Thursday	<i>Rockefeller Dr</i>	<i>210018</i>	<i>Rochester Ct</i>	<i>Lime Dr</i>	<i>28,115</i>	<i>2</i>
	<i>Sandia Ave</i>	<i>30032</i>	<i>Fairwood Ave</i>	<i>Havenwood Ave</i>	<i>50,210</i>	<i>2</i>
	<i>Calico Ct</i>	<i>130015</i>	<i>Gail</i>	<i>West end</i>	<i>11290</i>	<i>2</i>
	<i>Valelake Ct</i>	<i>040034</i>	<i>Lakebird</i>	<i>South end</i>	<i>6873</i>	<i>2</i>
	<i>Borregas Ave</i>	<i>50002</i>	<i>Garner</i>	<i>Weddell Dr</i>	<i>23517</i>	<i>2</i>
	<i>Sequoia</i>	<i>120077</i>	<i>Shasta Fir ctr</i>	<i>Reed</i>	<i>28640</i>	<i>2</i>
				Total	148,645	
Friday	<i>Britton</i>	<i>080012</i>	<i>Duane</i>	<i>South end</i>	<i>26446</i>	<i>2</i>
	<i>Miette Wy</i>	<i>240041</i>	<i>Allison</i>	<i>Cascade</i>	<i>48560</i>	<i>2</i>
	<i>Taylor Ave. (east)</i>	<i>70095</i>	<i>Morse Ave.</i>	<i>Roosevelt Ave</i>	<i>8,818</i>	<i>2</i>
	<i>Santa Christina Ct</i>	<i>070088</i>	<i>Hemlock</i>	<i>South end</i>	<i>11,646</i>	<i>2</i>
	<i>Borregas Ave</i>	<i>50002</i>	<i>1037 Borregas n/pl</i>	<i>Garner ctr</i>	<i>22,595</i>	<i>2</i>
	<i>Lorne</i>	<i>270058</i>	<i>Peacock e/s</i>	<i>Quail w/s</i>	<i>18,142</i>	<i>2</i>
				Total	136207	
	END OF WEEK 1			Weekly Total	756,582	
	Street	Street ID#	Begins	Ends	Sq. Ft.	
Monday	<i>Lime Dr</i>	<i>210007</i>	<i>Remington Dr</i>	<i>Ticonderoga Dr</i>	<i>54,381</i>	<i>2</i>
	<i>Darrington Ct</i>	<i>230027</i>	<i>Coronach</i>	<i>West end</i>	<i>6708</i>	<i>2</i>
	<i>Bernardo</i>	<i>A1309</i>	<i>Fremont s/s</i>	<i>Astoria ctr</i>	<i>19511</i>	<i>2</i>
	<i>Belleville</i>	<i>220010</i>	<i>Fremont</i>	<i>center of Bedford</i>	<i>26,400</i>	<i>2</i>
	<i>Holbrook Pl</i>	<i>180026</i>	<i>Haverhill</i>	<i>Knickerbocker</i>	<i>34181</i>	<i>2</i>

				Total	141,181	
Tuesday	<i>The Dalles Ave</i>	<i>220018</i>	<i>Barton Dr</i>	<i>Belleville Way</i>	<i>20,241</i>	<i>2</i>
	<i>Poplar Ave</i>	<i>120062</i>	<i>Starflower</i>	<i>ECR n/s</i>	<i>62,716</i>	<i>2</i>
	<i>Navlet Ct</i>	<i>200004</i>	<i>Ticonderoga</i>	<i>South end</i>	<i>5,950</i>	<i>2</i>
	<i>Cheyenne Dr</i>	<i>250017</i>	<i>Hollenbeck Ave</i>	<i>Owen Sound Dr</i>	<i>19,932</i>	<i>2</i>
	<i>Arrowrock Ct</i>	<i>230003</i>	<i>Kitimat</i>	<i>West end</i>	<i>7650</i>	<i>2</i>
				Total	116,489	
Wednesday	<i>Larkspur</i>	<i>120029</i>	<i>Mangrove</i>	<i>Pagoda Tree Ct ctr</i>	<i>18,072</i>	<i>2</i>
	<i>Fernleaf Dr.</i>	<i>120013</i>	<i>Smoke Tree e/s</i>	<i>Silk Oak w/s</i>	<i>22,774</i>	<i>2</i>
	<i>Torreya Ave</i>	<i>120102</i>	<i>Columbine</i>	<i>Dahlia n/s</i>	<i>21,630</i>	<i>2</i>
	<i>Tulip Dr</i>	<i>120104</i>	<i>Poplar e/s</i>	<i>Redwood e/s</i>	<i>23,558</i>	<i>2</i>
	<i>Oriole Ave</i>	<i>270074</i>	<i>Glenbar Ave</i>	<i>Inverness Way</i>	<i>23,054</i>	<i>2</i>
	<i>Belladonna Ct.</i>	<i>130007</i>	<i>Grand Fir</i>	<i>East End</i>	<i>10,378</i>	<i>2</i>
				Total	119,466	
Thursday	<i>Rockefeller Dr</i>	<i>210017</i>	<i>S Bernardo Ave</i>	<i>Rochester Ct</i>	<i>34,214</i>	<i>2</i>
	<i>Azure</i>	<i>190001</i>	<i>Brahms s/s</i>	<i>Cumulus n/s</i>	<i>21,132</i>	<i>2</i>
	<i>Britton</i>	<i>130013</i>	<i>North End (n/o Bryan)</i>	<i>South End (s/o McKinley)</i>	<i>8,858</i>	<i>2</i>
	<i>Florence</i>	<i>150017</i>	<i>McKinley s/s</i>	<i>Iowa n/s</i>	<i>19391</i>	<i>2</i>
	<i>Gail Ave</i>	<i>130023</i>	<i>Blue Sage</i>	<i>Old San Francisco Rd n/s</i>	<i>19828</i>	<i>2</i>
	<i>Hemlock</i>	<i>070055</i>	<i>West end</i>	<i>Borregas</i>	<i>25010</i>	<i>2</i>
				Total	128,433	
	<i>Quebec Ct</i>	<i>250051</i>	<i>Alberta</i>	<i>South end</i>	<i>21,364</i>	<i>2</i>

Friday	<i>Madrone Ave</i>	<i>70060</i>	<i>W Hemlock Ave</i>	<i>South end</i>	<i>30,980</i>	<i>2</i>
	<i>Taylor Ave. (east)</i>	<i>70094</i>	<i>N Bayview Ave.</i>	<i>Morse Ave.</i>	<i>8,790</i>	<i>2</i>
	<i>Dwight</i>	<i>100018</i>	<i>Bartlett</i>	<i>West dead end</i>	<i>16434</i>	<i>2</i>
	<i>Hemlock</i>	<i>070056</i>	<i>Borregas s/s</i>	<i>San Diego ctr of park d/w</i>	<i>20558</i>	<i>2</i>
	<i>Blair Ave.</i>	<i>180004</i>	<i>Mary Ave.</i>	<i>Blair Ct. ctr.</i>	<i>39089</i>	<i>2</i>
				Total	137,215	
	END OF WEEK 2			Weekly Total	642,784	
	Street	Street ID#	Begins	Ends	Sq. Ft.	
Monday	<i>Bedford Ave</i>	<i>220007</i>	<i>1401 Bedfor</i>	<i>Belleville Way</i>	<i>46,386</i>	<i>2</i>
	<i>Butte Ct</i>	<i>230011</i>	<i>Bernardo</i>	<i>East end</i>	<i>7229</i>	<i>2</i>
	<i>Snowberry Ct</i>	<i>200037</i>	<i>Spinosa</i>	<i>South end</i>	<i>12,651</i>	<i>2</i>
	<i>Smyrna Ct</i>	<i>200036</i>	<i>Sheraton</i>	<i>North end</i>	<i>4,815</i>	<i>2</i>
	<i>Blair Ave</i>	<i>180004</i>	<i>Blair Ct ctr</i>	<i>Quetta elec</i>	<i>27612</i>	<i>2</i>
	<i>Rockefeller</i>	<i>210019</i>	<i>Lime e/s</i>	<i>Mary</i>	<i>55,396</i>	<i>2</i>
				Total	154,089	
Tuesday	<i>Inverness Way</i>	<i>270034</i>	<i>Nuthatch Ln</i>	<i>Peacock Ave</i>	<i>44,903</i>	<i>2</i>
	<i>Swallow Dr</i>	<i>270094</i>	<i>Lochinvar</i>	<i>Homestead</i>	<i>42,158</i>	<i>2</i>
	<i>Bittern Dr</i>	<i>260013</i>	<i>Harwick Way</i>	<i>Kirbyhill Way</i>	<i>39,636</i>	<i>2</i>
	<i>Cheshire Wy.</i>	<i>260033</i>	<i>Dove e/s</i>	<i>Falcon</i>	<i>15,666</i>	<i>2</i>
				Total	142,363	
	<i>Poplar Ave</i>	<i>120062</i>	<i>Nettle ctr</i>	<i>Starflower</i>	<i>37,804</i>	<i>2</i>
	<i>Maria Ln</i>	<i>120038</i>	<i>Wolfe e/s</i>	<i>Pondersoa bldg 4/pl (s/n sign)</i>	<i>20,419</i>	<i>2</i>

Wednesday	<i>Iberis Ct</i>	<i>120023</i>	<i>Sweetbay</i>	<i>East end</i>	<i>9173</i>	<i>2</i>
	<i>Pierino Ave</i>	<i>130064</i>	<i>Iris</i>	<i>Gavello n/s</i>	<i>24,124</i>	<i>2</i>
	<i>Smoke Tree Wy</i>	<i>120083</i>	<i>Cassia</i>	<i>Fernleaf n/s</i>	<i>20,676</i>	<i>2</i>
	<i>Palo Verde Dr</i>	<i>110014</i>	<i>Azalea s/s</i>	<i>Bluebonnet n/s</i>	<i>31055</i>	<i>2</i>
	<i>Palo Verde Wy</i>	<i>110015</i>	<i>Wolfe e/s</i>	<i>Palo Verde Dr</i>	<i>5592</i>	<i>2</i>
				Total	148,843	
Thursday	<i>Leota Ave</i>	<i>160031</i>	<i>Polk ctr</i>	<i>Olive</i>	<i>38868</i>	<i>2</i>
	<i>Coronado</i>	<i>160016</i>	<i>Acalanes</i>	<i>Alamitos n/s</i>	<i>22581</i>	<i>2</i>
	<i>Carson Dr</i>	<i>150003</i>	<i>Mary e/s</i>	<i>Piedra n/s</i>	<i>30,612</i>	<i>2</i>
	<i>Charles</i>	<i>150008</i>	<i>Washington s/s</i>	<i>McKinley n/s</i>	<i>19876</i>	<i>2</i>
	<i>Waverly Ave</i>	<i>150055</i>	<i>Iowa s/s</i>	<i>South end</i>	<i>5,298</i>	<i>2</i>
				Total	117,235	
Friday	<i>Olive Ave</i>	<i>160038</i>	<i>Bernardo</i>	<i>Carneros ctr</i>	<i>17,408</i>	<i>2</i>
	<i>Belleville</i>	<i>220011</i>	<i>Bedford ctr</i>	<i>The Dalles ctr</i>	<i>69,912</i>	<i>2</i>
	<i>Cascade Dr</i>	<i>230015</i>	<i>Wright Ave</i>	<i>Galloway Ct</i>	<i>23,288</i>	<i>2</i>
	<i>Leota</i>	<i>160030</i>	<i>Washington s/s</i>	<i>Polk ctr</i>	<i>35484</i>	<i>2</i>
				Total	146,092	
	END OF WEEK 3			Weekly Total	708,622	
	Street	Street ID#	Begins	Ends	Sq. Ft.	
Monday	<i>Allegheny Dr</i>	<i>180001</i>	<i>Reseda</i>	<i>East end</i>	<i>4596</i>	<i>2</i>
	<i>Cumulus Ave</i>	<i>190011</i>	<i>Svale/Stoga Rd</i>	<i>East end</i>	<i>45,972</i>	<i>2</i>
	<i>Kelsey Dr</i>	<i>210006</i>	<i>Rockefeller</i>	<i>Syracuse</i>	<i>29,443</i>	<i>2</i>

	<i>Edmonds Wy</i>	<i>230032</i>	<i>Wright e/s</i>	<i>East end</i>	<i>22,038</i>	<i>2</i>
	<i>Trumball Ct</i>	<i>200055</i>	<i>Tangerine</i>	<i>West end</i>	<i>10918</i>	<i>2</i>
				Total	112967	
Tuesday	<i>Cassia Wy</i>	<i>120003</i>	<i>Starbush s/s</i>	<i>Shasta Fir w/s</i>	<i>45194</i>	<i>2</i>
	<i>Silver Tip Wy</i>	<i>120082</i>	<i>Iris s/s</i>	<i>Starbush e/s</i>	<i>22,087</i>	<i>2</i>
	<i>Strawberry Ct</i>	<i>200041</i>	<i>Templeton</i>	<i>South end</i>	<i>6106</i>	<i>2</i>
	<i>Bedford</i>	<i>220007</i>	<i>1401 Bedford n/pl</i>	<i>The Dalles n/s</i>	<i>40454</i>	<i>2</i>
	<i>Cascade Dr</i>	<i>230016</i>	<i>Galloway Ct</i>	<i>Mary Ave</i>	<i>27,462</i>	<i>2</i>
				Total	141303	
Wednesday	<i>San Simeon St.</i>	<i>080052</i>	<i>Amador</i>	<i>Duane</i>	<i>35,062</i>	<i>2</i>
	<i>Santa Rosa St</i>	<i>80058</i>	<i>Amador</i>	<i>Colusa</i>	<i>21,939</i>	<i>2</i>
	<i>Almaden</i>	<i>080003</i>	<i>San Ramon</i>	<i>San Rafael</i>	<i>20,430</i>	<i>2</i>
	<i>San Juan Dr</i>	<i>80032</i>	<i>Blythe Ave</i>	<i>San Junipero</i>	<i>48,400</i>	<i>2</i>
	<i>Carmel</i>	<i>080017</i>	<i>San Juan</i>	<i>San Luisito e/s</i>	<i>24347</i>	<i>2</i>
				Total	150,178	
Thursday	<i>Eaglewood Ave (west)</i>	<i>70035</i>	<i>Pine Ave</i>	<i>Borregas Ave</i>	<i>42,705</i>	<i>2</i>
	<i>Manzanita Ave (west)</i>	<i>70069</i>	<i>W Hemlock Ave</i>	<i>South end</i>	<i>25,380</i>	<i>2</i>
	<i>Manzanita Ave (west)</i>	<i>70071</i>	<i>W Duane Ave</i>	<i>W Arbor Ave</i>	<i>21,337</i>	<i>2</i>
	<i>Taylor Ave. (east)</i>	<i>70093</i>	<i>N Sunnyvale Ave.</i>	<i>N Bayview Ave.</i>	<i>24,484</i>	<i>2</i>
	<i>Arques Ave (west)</i>	<i>A1601</i>	<i>West end</i>	<i>W Sunnyvale Ave</i>	<i>32,982</i>	<i>2</i>
				Total	146,888	
	<i>Ontario Dr</i>	<i>250039</i>	<i>Kirkland ctr</i>	<i>Homestead</i>	<i>42527</i>	<i>2</i>

Friday	<i>Blackhawk</i>	<i>260016</i>	<i>Inverenss s/s</i>	<i>Locksunart</i>	<i>28,884</i>	<i>2</i>
	<i>Bittern</i>	<i>260012</i>	<i>Connemara ctr</i>	<i>Dunholme n/s</i>	<i>38,820</i>	<i>2</i>
	<i>Cromart Ct</i>	<i>260043</i>	<i>Bittern</i>	<i>West end</i>	<i>7,913</i>	<i>2</i>
				Total	118,144	
	END OF WEEK 4			Weekly Total	669,480	
	Street	Street ID#	Begins	Ends	Sq. Ft.	
Monday	<i>Rembrandt Dr</i>	<i>190025</i>	<i>Renoir Ct ctr</i>	<i>Fremont</i>	<i>63798</i>	<i>2</i>
	<i>Gardenia Wy</i>	<i>120017</i>	<i>Shasta Fir w/s</i>	<i>Spruce e/s</i>	<i>41745</i>	<i>2</i>
	<i>Linden Ave.</i>	<i>130055</i>	<i>Gail elec 13D03</i>	<i>Maria</i>	<i>33,432</i>	<i>2</i>
				Total	138,975	
Tuesday	<i>Mangrove</i>	<i>120036</i>	<i>Lantana s/s</i>	<i>Primrose</i>	<i>36,109</i>	<i>2</i>
	<i>Remington</i>	<i>A1401</i>	<i>Remington Ct w/s</i>	<i>Bernardo w/s</i>	<i>26313</i>	<i>2</i>
	<i>Canary</i>	<i>260023</i>	<i>Inverness</i>	<i>Homestead</i>	<i>47100</i>	<i>2</i>
	<i>Bermuda Ct</i>	<i>110009</i>	<i>Sequoia</i>	<i>West end</i>	<i>16289</i>	<i>2</i>
				Total	125,811	
Wednesday	<i>California Ave</i>	<i>100015</i>	<i>Fair Oaks e/s</i>	<i>East end</i>	<i>22975</i>	<i>2</i>
	<i>Florence</i>	<i>150016</i>	<i>Washington s/s</i>	<i>McKinley n/s</i>	<i>19,274</i>	<i>2</i>
	<i>Leota Ave</i>	<i>160029</i>	<i>W. Washington Ave</i>	<i>Ayala Dr</i>	<i>49720</i>	<i>2</i>
	<i>Nelson Wy</i>	<i>240043</i>	<i>Fremont Ave.</i>	<i>South End</i>	<i>27420</i>	<i>2</i>
	<i>Marshall</i>	<i>140036</i>	<i>Evelyn</i>	<i>North end</i>	<i>5847</i>	<i>2</i>
				Total	125,236	
	<i>McKinley</i>	<i>160035</i>	<i>Bernardo e/s</i>	<i>Leota w/s</i>	<i>45675</i>	<i>2</i>

Thursday	<i>Lakefair</i>	<i>040010</i>	<i>Hiddenlake e/s</i>	<i>Meadowlake</i>	<i>43011</i>	<i>2</i>
	<i>San Tomas</i>	<i>080053</i>	<i>Ahwanee</i>	<i>Colusa</i>	<i>28933</i>	<i>2</i>
	<i>San Petronio</i>	<i>080045</i>	<i>Ahwanee</i>	<i>Almaden</i>	<i>15270</i>	<i>2</i>
				Total	132889	
Friday	<i>Taaffe St</i>	<i>140052</i>	<i>Olive s/s</i>	<i>El Camino Real</i>	<i>27514</i>	<i>2</i>
	<i>Polk</i>	<i>160042</i>	<i>Leota e/s</i>	<i>Portia e/s</i>	<i>29003</i>	<i>2</i>
	<i>Arques Ave (east)</i>	<i>A1603</i>	<i>Morse ctr</i>	<i>Lastreto</i>	<i>24,156</i>	<i>2</i>
	<i>Waverly</i>	<i>150054</i>	<i>McKinley s/s</i>	<i>Iowa n/s</i>	<i>18903</i>	<i>2</i>
	<i>Frances St.</i>	<i>140024</i>	<i>Olive s/s</i>	<i>ECR</i>	<i>26116</i>	<i>2</i>
				Total	125,692	
	END OF WEEK 5			Weekly Total	648,603	
	Street	Street ID#	Begins	Ends	Sq. Ft.	
Monday	<i>Ashcroft</i>	<i>220003</i>	<i>Barton</i>	<i>Barton</i>	<i>39350</i>	<i>2</i>
	<i>Brookings</i>	<i>220015</i>	<i>Belleville</i>	<i>ends</i>	<i>36727</i>	<i>2</i>
	<i>Caldwell Ct</i>	<i>220016</i>	<i>Belleville</i>	<i>East end</i>	<i>10360</i>	<i>2</i>
	<i>Remington Ct</i>	<i>210012</i>	<i>Remington s/s</i>	<i>South end</i>	<i>22520</i>	<i>2</i>
	<i>Allison</i>	<i>240001</i>	<i>Lennox w/s</i>	<i>Nelson</i>	<i>30260</i>	<i>2</i>
				Total	139217	
Tuesday	<i>San Juan Dr</i>	<i>080033</i>	<i>Blythe ctr</i>	<i>Duane</i>	<i>41748</i>	<i>2</i>
	<i>The Dalles Ave</i>	<i>220019</i>	<i>Belleville Way</i>	<i>East end</i>	<i>10,642</i>	<i>2</i>
	<i>Van Dyck</i>	<i>190033</i>	<i>Chopin n/s</i>	<i>Verdi n/s</i>	<i>30592</i>	<i>2</i>
	<i>Van Dyck Ct</i>	<i>190034</i>	<i>Van Dyck</i>	<i>South end</i>	<i>15494</i>	<i>2</i>

				Total	98476	
Wednesday	<i>Glendale</i>	<i>070052</i>	<i>Morse</i>	<i>Carolina</i>	<i>17908</i>	<i>2</i>
	<i>Borregas Ave</i>	<i>50001</i>	<i>Persian Dr</i>	<i>Plaza ctr</i>	<i>24,675</i>	<i>2</i>
	<i>Dennis Ave</i>	<i>150013</i>	<i>Clarence</i>	<i>Iowa</i>	<i>32627</i>	<i>2</i>
	<i>Waverly St</i>	<i>150053</i>	<i>Washington s/s</i>	<i>McKinley n/s</i>	<i>19053</i>	<i>2</i>
	<i>Caymus Ct</i>	<i>160015</i>	<i>Bodega</i>	<i>South end</i>	<i>7081</i>	<i>2</i>
				Total	101344	
Thursday	<i>Breezewood Ct</i>	<i>030004</i>	<i>Palamos</i>	<i>South End</i>	<i>6938</i>	<i>2</i>
	<i>Wildwood</i>	<i>030042</i>	<i>Torrance ctr</i>	<i>Calabazas Creek w/s</i>	<i>21,328</i>	<i>2</i>
	<i>Blazingwood Dr</i>	<i>30003</i>	<i>Bridgewood Way</i>	<i>Fairwood Ave</i>	<i>16,089</i>	<i>2</i>
	<i>Heatherstone Ave</i>	<i>170024</i>	<i>Grape Ave</i>	<i>S Mary Ave</i>	<i>57,092</i>	<i>2</i>
	<i>Persimmon Ave</i>	<i>180049</i>	<i>W. Knickerbocker Dr</i>	<i>W. Remington Dr</i>	<i>33742</i>	<i>2</i>
				Total	135189	
Friday	<i>Haverhill Dr</i>	<i>180023</i>	<i>Quetta w/s</i>	<i>Persimmon</i>	<i>44,242</i>	<i>2</i>
	<i>Utica Ct</i>	<i>200057</i>	<i>Utica</i>	<i>South end</i>	<i>11494</i>	<i>2</i>
	<i>Borregas Ave</i>	<i>50001</i>	<i>Plaza ctr.</i>	<i>1037 Borregas n/pl</i>	<i>26,732</i>	<i>2</i>
	<i>Heatherstone Ave</i>	<i>170022</i>	<i>Knickerbocker e/s</i>	<i>Bernardo w/s</i>	<i>42,318</i>	<i>2</i>
				Total	124,786	
	END OF WEEK 6			Weekly Total	599,012	
				6 week total sq. ft.	4,025,083	All Type 2 slurry



City of Sunnyvale

Agenda Item

21-0435

Agenda Date: 4/20/2021

REPORT TO COUNCIL

SUBJECT

Approve the Second Amendment to Outside Counsel Agreement with Downey Brand for Litigation Services pertaining to the pending litigation San Francisco Baykeeper v. City of Sunnyvale and Approve Budget Modification No. 19 in the amount of \$500,000

REPORT IN BRIEF

Approval is requested for a Second Amendment to the Outside Counsel Agreement with the law firm of Downey Brand for legal services and representation of the City in the matter of San Francisco Baykeeper v. City of Sunnyvale (United States District Court Case Number 5:20-CV-00824-EJD). The Second Amendment to the Agreement is needed to cover the fees and costs associated with proceeding to trial in this case, which are estimated to be \$500,000. Consequently, it is necessary to request additional funding in the amount of \$400,000 for these services. Approval of Budget Modification No. 19 is also requested to appropriate funding from the Wastewater Enterprise Fund to fund the Second Amendment.

EXISTING POLICY

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.

BACKGROUND

Melissa A. Thorne, a partner in the law firm Downey Brand in Sacramento, is a lawyer focusing on stormwater and wastewater regulatory issues with experience in complex litigation matters. Ms. Thorne and her firm were retained by the City Attorney under Section 908 of the City Charter to represent the City and provide legal services, consultation and advice concerning the above referenced case in litigation. The Agreement was entered into on December 13, 2019, and the First Amendment was entered into in July 2020, with a not to exceed amount of \$100,000. The term of the Agreement expires on December 13, 2023.

DISCUSSION

The Legal Services Agreement between the City of Sunnyvale and Downey Brand for representation in the matter of San Francisco Baykeeper v. City of Sunnyvale was entered into on December 13, 2019, for an amount of \$50,000. The First Amendment to Legal Services Agreement entered into on July 10, 2019 increased the amount of allowed compensation to \$100,000.

The Complaint was filed by Baykeeper on February 4, 2020, and a First Amended Complaint was filed on April 28, 2020. Plaintiff alleges violations of the Clean Water Act and a federal discharge permit related to bacteria. The City of Sunnyvale filed a Motion to Dismiss on June 15, 2020, which

was denied by the Court on December 28, 2020. A Settlement Conference was held on January 20, 2021, and a further Settlement Conference was held on March 18, 2021. If the case does not resolve, a Trial Setting Conference is set for June 10, 2021. Discovery is ongoing.

It is necessary to request additional funding in the amount of \$400,000 for legal services through the approval of the Second Amendment to the Outside Counsel Agreement, for a new not-to-exceed amount of \$500,000. This amount includes the anticipated costs and expenses for a trial in this matter. If the case settles before trial, the full amount of \$500,000 will not be necessary.

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 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.

FISCAL IMPACT

Staff is recommending approval of Budget Modification No. 19 to fund a new project in the amount of \$500,000. Year to date expenditures have been charged to Program 750 - Comprehensive Legal Services. These charges will be moved out of the operating budget and into this new project prior to the end of the fiscal year.

Budget Modification No. 19 FY 2020/21

	Current	Increase/ (Decrease)	Revised
<u>Wastewater Fund</u>			
<u>Expenditures</u>			
New Project - Baykeeper	\$ 0	\$ 500,000	\$ 500,000
Litigation Expenses			
<u>Reserves</u>			
Rate Stabilization Reserve	\$ 43,744,331	(\$ 500,000)	\$ 43,244,331

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. In addition, the agenda and report are available at the Office of the City Clerk and on the City's website.

RECOMMENDATION

Authorize the City Attorney to execute a Second Amendment, in substantially the same form as Attachment 1 to the report, to the Legal Services Agreement with the law firm of Downey Brand, LLP to increase the not-to-exceed amount by \$400,000, for a new not-to-exceed contract amount of \$500,000 and Approve Budget Modification No. 19 in the amount of \$500,000

Prepared by: Amanda Lopez, Paralegal
Reviewed by: Tim Kirby, Director of Finance

Reviewed by: Kent Steffens, City Manager

Reviewed and Approved by: John A. Nagel, City Attorney

ATTACHMENTS

1. Draft Second Amendment to Legal Services Agreement

**SECOND AMENDMENT TO
LEGAL SERVICES AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND
DOWNEY BRAND, LLP
(San Francisco Baykeeper v. City of Sunnyvale)**

THIS SECOND AMENDMENT TO LEGAL SERVICES AGREEMENT is entered into this ____ day of _____, 20__, by the CITY OF SUNNYVALE (“City”), a California chartered municipal corporation and DOWNEY BRAND, LLP, a California limited liability partnership, engaged in the practice of law in California (“Outside Counsel”).

RECITALS

WHEREAS, on December 13, 2019, City and Outside Counsel entered into an agreement entitled, “Legal Services Agreement between the City of Sunnyvale and Downey Brand, LLP (San Francisco Baykeeper v. City of Sunnyvale)” (“Agreement”); and

WHEREAS, on July 20, 2020, City and Outside Counsel entered in to a First Amendment to the Agreement to increase the total amount of compensation for a total not-to-exceed amount of \$100,000; and

WHEREAS, City and Outside Counsel desire to amend the Agreement to increase the amount of total compensation allowed by \$400,000 for a total compensation of \$500,000;

WHEREAS, City has increased its insurance limits provisions for law firms entering into Legal Services Agreements with City pursuant to limits provisions set by the California Joint Powers Risk Management Authority, of which City is a member.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Section 3.0 is hereby amended to read as follows:

3.0 COMPENSATION, REIMBURSEMENT AND METHOD OF PAYMENTS.

- 3.1 Compensation.** Fees for all legal services provided hereunder shall be charged in accordance with Exhibit “A” which is attached and incorporated by reference. Exhibit “A” may be amended, from time to time, to alter fees and charges applicable hereto provided that a letter agreement is duly signed and approved by the City Attorney. The total amount of fees and expenses shall not exceed \$500,000.00. Outside Counsel shall notify the City prior to incurring billable costs in excess of 95% of the not-to-exceed amount.

2. Section 12.0 is hereby amended to read as follows:

12.0 INSURANCE.

12.1 General Liability. General Liability with minimum limits of at least \$2,000,000 per occurrence and \$4,000,000 aggregate combined single limits written on an Insurance Services Office (ISO) Comprehensive General Liability “occurrence” form or its equivalent for coverage on an occurrence basis. Premises/Operations and Personal Injury coverage is required.

12.2 Professional Liability. Professional errors and omissions coverage in a sum of at least \$2,000,000. If a claims-made policy is required, a “tail” of at least three years shall be purchased if non-renewed within three (3) years of completion of performance under this Agreement. Applicable aggregates must be identified and claims history provided to determine amounts remaining under the aggregate.

12.3 Workers’ Compensation. Outside Counsel shall comply with the applicable sections of the California Labor Code concerning workers’ compensation for injuries on the job.

12.4 Automobile Liability. \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.

12.5 Cyber Coverage Liability. Cyber Coverage Liability insurance in the minimum amount of at least \$1,000,000 per occurrence.

3. First Revised Exhibit A, “Fee Schedule” is amended to read as shown in First Revised Exhibit A, attached and incorporated into this Second Amendment.

4. All of the terms and conditions of the First Amended Agreement not specifically modified by this Second Amendment shall remain in full force and effect.

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

CITY OF SUNNYVALE, a California
chartered municipal corporation

DOWNEY BRAND, LLP, a California limited
liability partnership

By: _____
JOHN A. NAGEL
City Attorney

By: _____
MELISSA A. THORME
Partner

Dated: _____

Dated: _____

FIRST REVISED EXHIBIT A

FEE SCHEDULE

HOURLY RATES

Melissa Thorme, Partner	\$405 per hour (discounted for municipal rate)
Partners	\$390-\$625
Associates	\$250-\$390 depending on year
Paralegals	\$225
Clerks	\$115



City of Sunnyvale

Agenda Item

21-0462

Agenda Date: 4/20/2021

REPORT TO COUNCIL

SUBJECT

Countywide AB 939 Fee and Household Hazardous Waste Agreements for FY 2021/22 through FY 2023/24.

BACKGROUND

Household Hazardous Waste (HHW) services are provided to Sunnyvale residents by way of the Countywide HHW Program. Services include quarterly drop-off events held at a Sunnyvale location as well as events held at other permanent and temporary locations in the County.

As a reminder, up until June 2015, the County held a monthly HHW event at 164 Carl Road. Due to the Water Pollution Control Plant (WPCP) expansion project, the Carl Road location was closed and beginning in July 2015, the County started providing quarterly Sunnyvale events at the City's Corporation Yard on Commercial Street. In 2020 and so far in 2021, the HHW events at the Corp Yard have been cancelled due to reduced county staffing and challenges during Covid-19. Residents can dispose of hazardous waste at the permanent facilities in San Jose and San Martin and once the impacts of Covid-19 have passed, events at non-permanent facilities such as the City Corporation Yard and elsewhere in the County, will resume.

The City's cost for participation in the HHW program is paid from two sources: (1) revenues from the Countywide AB 939 Fee, a fee charged on every ton of Sunnyvale solid waste disposed, and (2) a direct payment from the City for resident use above a baseline level of 4% participation.

The revenue from the fee must be used to implement programs and services designed to meet the requirements of AB 939, the state mandate that local jurisdictions reduce the amount landfilled by 50% (from the baseline year of 1990) and reduce the amount of household hazardous waste that is improperly disposed. The collection, distribution, and use of the fee are governed by Agency Agreements between the County of Santa Clara and the 15 cities in the County. The term of the proposed three-year agreement will expire on June 30, 2024.

EXISTING POLICY

General Plan Chapter 7, Goal EM-15: Environmentally-Sound Disposal - Dispose of solid waste in an environmentally sound, dependable and cost-effective manner.

ENVIRONMENTAL REVIEW

The action being considered is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15061 (b) (3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The

action being considered also does not constitute a "project" with the meaning of the 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

The two agreements have specific purposes and funding mechanisms:

AB 939 Fee Agreement

The AB 939 Fee is divided into two parts:

1. A Program Fee of \$1.50 per ton. Fee revenues are passed back to each jurisdiction to help pay the cost of preparing, adopting and implementing integrated waste management plans.
2. A Household Hazardous Waste Fee of \$2.60 per ton, with revenues used to pay for HHW services.

Policy oversight is provided by the Santa Clara County Recycling and Waste Reduction Commission (RWRC). Mayor Klein represents the SMaRT Station® cities (Mountain View, Palo Alto and Sunnyvale) on the RWRC.

The County has collected the AB 939 Fee on behalf of all jurisdictions within the County since July 1992. No change in the amount of the fee is recommended during the next three fiscal years.

Countywide HHW Program Agreement

The HHW portion of the AB 939 Fee pays for program participation at a baseline level of 4% of households. Cost for participation beyond baseline is augmented by each jurisdiction. The need to possibly change the augmentation amount from year to year and even toward the end of each fiscal year of the agreement arises from several variables, including resident participation levels, the amount of garbage generated and disposed (which generates fee revenues for the HHW Program) both within Sunnyvale and countywide, and changes in the HHW Program's costs (e.g., for disposal of wastes collected).

Staff is recommending that Council set the FY 2021/22-2023/24 augmentation amount at \$152,321. Prior to FY2015/16, the augmentation amounts were more than \$200,000 per year, reflecting 7 to 9% household participation rates. But after the monthly event site at 164 Carl Road closed and the HHW Program moved to quarterly events at the Corp Yard, the participation dropped off substantially. In addition, due to the cancellation of HHW events at the Corp Yard due to Covid-19, fewer residents are currently using the program services. The current augmentation amount reflects the HHW Program's expectation that there will be an increase in participation over the three years of the agreement as we move back into regular service levels post-Covid-19.

For each year of the agreements, County staff will estimate augmentation amounts for each City based on then-current information on participation, garbage disposal quantities and fee revenues, and program operating expenses. Staff is recommending that Council continue to delegate to the City Manager the authority to approve changes to the augmentation amount and that Council, as in previous years, continues to delegate to the City Manager the authority to approve an increase of up to 20% in the augmentation amount.

FISCAL IMPACT

There is no new fiscal impact. The recommended actions meet the current level of service to Sunnyvale residents and are consistent with the funding level appropriated in the Solid Waste

Management program budget.

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. In addition, the agenda and report are available at the Office of the City Clerk and on the City's website.

RECOMMENDATION

1. Authorize the City Manager to execute a three year Agreement for Countywide AB 939 Implementation Fee, in substantially the same form as Attachment 1 of the report, and a three year Agreement for Countywide Household Hazardous Waste Collection Program, in substantially the same form as Attachment 2 of the report, with an augmentation amount of \$152,321; and
2. Authorize the City Manager to execute annual amendments to the Countywide HHW Collection Program Agreement and the authority to approve an increase of up to 20% in the augmentation amount.

In order to continue to collect the AB 939 fee and distribute its revenues to the cities after June 30, 2021, each city and the County must act to approve the Countywide AB 939 Implementation Fee Agreement (Attachment 1).

Sunnyvale has relied exclusively on the Countywide HHW Program for service to City residents for the past fourteen years and customer satisfaction with the service has been high.

Prepared by: Karen Gissibl, Environmental Programs Manager

Reviewed by: David Krueger, Solid Waste Division Manager

Reviewed by: Ramana Chinnakotla, Director, Environmental Services

Reviewed by: Jaqui Guzmán, Deputy City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. AB 939 Implementation Fee Agreement FY2022-FY2024
2. Countywide HHW Program Agreement FY2022-FY2024

**AGREEMENT FOR COUNTYWIDE
AB939 IMPLEMENTATION FEE**

This Agreement is made by and among the Cities and Towns of Campbell, Cupertino, Gilroy, Los Altos, Los Altos Hills, Los Gatos, Milpitas, Morgan Hill, Monte Sereno, Mountain View, Palo Alto, San Jose, Santa Clara, Saratoga, and Sunnyvale (CITIES) and the County of Santa Clara (COUNTY) on the _____ day of _____ 2021. The term CITIES may refer to CITIES collectively or individually.

RECITALS

WHEREAS, pursuant to Public Resources Code Section 41901, a city, county, or city and county may impose fees in amounts sufficient to pay the costs of preparing, adopting, and implementing a countywide integrated waste management plan;

WHEREAS, State law, Public Resource Code Section 41750, requires that the countywide integrated waste management plans contain a household hazardous waste (“HHW”) element for each city within the county as well as for the unincorporated area of the county;

WHEREAS, the County of Santa Clara Board of Supervisors (“Board”) has imposed a Countywide AB939 Implementation Fee (“Fee”) since July 1, 1992 to pay for the costs of preparing, adopting, and implementing integrated waste management plans and programs, including HHW program elements;

WHEREAS, the Board has approved reimposing the Fee for Fiscal Years 2022, 2023, and 2024 (July 1, 2021 through June 30, 2024) at \$4.10 per ton of waste landfilled or incinerated in the County; received at any nondisposal or collection facility located within the County and subsequently transported for disposal or incineration outside of the County; collected from any location within the County by a solid waste hauler operating pursuant to a franchise, contract, license, or permit issued by any local jurisdiction and subsequently transported for disposal or incineration outside of the County; and removed from any location in the County by any person or business for disposal or incineration outside the County;

WHEREAS, HHW programs provide household hazardous waste management services to residents of Santa Clara County and are necessary to meet HHW planning and management requirements under State law;

WHEREAS, jurisdictions in Santa Clara County desire to provide safe, convenient, and economical means for residents to properly dispose of household hazardous wastes in an environmentally safe manner in order to avoid unauthorized or improper disposal in the garbage, sanitary sewer, storm drain system, or on the ground or in any other manner which creates a health or environmental hazard. These wastes include, but are not limited to, common household products such as household cleaning products, spot remover, furniture polish, solvents, oven cleaner, pesticides, oil based paints, motor oil, antifreeze, fluorescent lamps, and batteries; and

WHEREAS, the County will collect the Fee on behalf of the fifteen cities and for the unincorporated area of the County and will apportion the Fee according to the terms of this Agreement.

NOW THEREFORE, CITIES and COUNTY AGREE AS FOLLOWS:

1. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which the COUNTY will collect and distribute the Fee of \$4.10 per ton of waste to be disposed in Fiscal Years 2022, 2023 and 2024. The Fee is divided into two parts: 1) a Program Fee of \$1.50 per ton to assist in funding the costs of preparing, adopting, and implementing the integrated waste management plan in the fifteen cities and the unincorporated area of the County; and 2) a Household Hazardous Waste Fee of \$2.60 per ton to provide funding to implement the Countywide HHW Program. The Program Fee will be allocated among the CITIES and COUNTY as described in Exhibit B, attached hereto and incorporated herein. The HHW Fee will be allocated to the COUNTY, CITIES, and Countywide HHW Program as described in Exhibit C, attached hereto and incorporated herein. The Fee shall be imposed on each ton of waste landfilled or incinerated within the County; received at any non-disposal or collection facility located within the County and subsequently transported for disposal or incineration outside of the County; collected from any location within the County by a solid waste hauler operating pursuant to a franchise, contract, license, or permit issued by any local jurisdiction and subsequently transported for disposal or incineration outside of the County; or removed from any location in the County by any person or business for disposal or incineration outside the County. Non-Disposal Facilities are defined as those facilities included in the County of Santa Clara Non-Disposal Facility Element (and subsequent amendments to that Element) and are listed in Exhibit A, attached hereto and incorporated herein.

2. SERVICES PROVIDED BY COUNTY

COUNTY will collect and distribute the Fee. COUNTY will collect the Fee from landfills and non-disposal facilities listed in Exhibit A, and any landfill or non-disposal facility subsequently permitted, on a quarterly basis using data from tonnage reports filed by landfill and non-disposal facility operators with the County Recycling and Waste Reduction Division. COUNTY shall require each landfill and non-disposal facility to submit required payment, documentation of tonnages disposed, and state-mandated Disposal Reporting System Reports on a quarterly basis, within 45 days of the end of each calendar quarter. Late submissions and/or payments shall be subject to a late filing penalty and delinquent penalties. COUNTY will research Santa Clara County tonnage reported to COUNTY by landfills outside the COUNTY in significant amounts to determine the identity of the hauler. That hauler will subsequently be billed in the same fashion subject to the same penalties as mentioned above. Collected funds and any late filing payments and delinquency penalties shall be distributed to CITIES and Countywide HHW Program based on the formula set forth in Exhibits B and C. COUNTY shall not be obligated to distribute funds that COUNTY has been unable to collect from landfill or non-disposal facility operators.

//

3. ROLE OF CITIES

CITIES shall review the Disposal Reporting System Reports as prepared and submitted by the COUNTY and within 30 days of receipt shall report to COUNTY, with appropriate documentation, errors in waste allocations among jurisdictions.

4. COLLECTION AND USE OF FEE

Each ton of waste will be subject to the fee if it is landfilled or incinerated in the County; received at any non-disposal facility or collection facility in the County and subsequently transported for disposal or incineration outside the County; collected from any location within the County by a solid waste hauler operating under franchise, contract, license, or permit issued by a local jurisdiction and subsequently transported for disposal or incineration outside the County; or removed from any location in the County by any person or business for disposal or incineration outside the County. Best efforts will be made to prevent tonnage from being assessed a double fee (for instance, once at a non-disposal facility and again at a landfill within Santa Clara County). The Program Fee funding share paid to CITIES shall be used to assist in funding the CITIES' costs of preparing, adopting, and implementing the integrated waste management plan of each of the CITIES and the unincorporated area of the COUNTY. The HHW Fee portion shall be applied to fund the costs of CITIES' share of Countywide Household Hazardous Waste services; any HHW fees directly disbursed to CITIES as provided in this Agreement shall be used to fund the costs of preparing, adopting, and implementing the jurisdiction's HHW element of the Countywide integrated waste management plan, including providing HHW services to residents.

5. INSURANCE

Each party shall maintain its own insurance coverage, through third party insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage or liability arising out of the performance of its responsibilities pursuant to this Agreement. CITIES agree to provide evidence of such insurance to COUNTY via Certificate of Insurance or other documentation acceptable to the COUNTY upon request.

6. INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between CITIES and COUNTY pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the parties agree that each of the parties hereto shall fully indemnify and hold each of the other parties harmless from any claim, expense or cost, damage or liability arising out of, or in connection with, performance of its responsibilities pursuant to this Agreement and as described in Exhibit D.

Additionally, CITIES shall indemnify, hold harmless, and defend COUNTY, its officers, agents, and employees with respect to any loss, damage, liability, cost or expenses, including attorney fees and court costs, arising from any misuse of the Fee distributed to CITIES. COUNTY shall indemnify, hold harmless, and defend CITIES, its officers, agents, and

employees with respect to any loss, damage, liability, cost or expenses, including attorney fees and court costs, brought by third parties based on COUNTY's sole negligence in the collection or distribution of said Fees.

7. DISTRIBUTION OF FEE

COUNTY shall distribute the AB939 Program Fee to CITIES and the HHW Program Fee to the Countywide HHW Program pursuant to the formulas described in Exhibits B and C within 45 days of receipt of landfill and non-disposal facility payments and disposal documentation required for calculation of Fee distribution amounts. Distributions shall begin December 15, 2021, and continue quarterly through October 15, 2024.

8. PARTICIPATION IN THE COUNTYWIDE HHW PROGRAM

CITIES, at their option, may individually participate in the Countywide HHW Program by entering into the AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM.

9. LATE PAYMENTS

If Fee payments and disposal documentation are not received from landfill or non-disposal facility operators prior to scheduled distribution of payments to CITIES and the Countywide HHW Program, payment distribution shall be calculated on a pro rata share of monies received. Upon collection, late payments and accrued delinquent penalties, if any, shall be distributed among CITIES and the Countywide HHW Program according to the formula in Exhibits B and C.

10. ACCOUNTING

COUNTY shall maintain records of all transactions related to collection, use and distribution of the Fee for at least five (5) years after the termination date of this Agreement, unless otherwise required by law to retain such records for a longer period. Such records will be available for inspection upon written request by CITIES, and will include but not be limited to tonnage reports submitted by landfills and non-disposal facilities, waste stream documentation provided by cities, payments made by the landfills and non-disposal facilities to the COUNTY and by the COUNTY to CITIES, and expenditures for programmatic and overhead costs.

11. REQUEST FOR REVIEW

In the event CITIES have a dispute regarding the calculation of its share of the Fee or the distribution or use of the Fee, CITIES may request in writing a review by COUNTY within 10 days of receipt of their Fee allocation. The review shall be performed within 30 days of request and results shall be reported to CITIES in writing.

12. EFFECTIVE DATE OF AGREEMENT

This agreement is effective upon approval by all fifteen CITIES and the COUNTY.

13. AMENDMENT

This Agreement may be amended only by an instrument signed by all fifteen CITIES and the COUNTY.

14. INDEPENDENT CONTRACTOR

Each party shall perform responsibilities and activities described herein as an independent contractor and not as an officer, agent, servant or employee of any of the parties hereto. Each party shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the parties.

15. TERM OF AGREEMENT

The term of this Agreement shall be from July 1, 2021 to June 30, 2024, or until all funds from the last quarter's Fee payments have been distributed, whichever is later. COUNTY shall bill the operators of the landfills and non-disposal facilities listed in Exhibit A for the Fee commencing with the Quarter ending September 30, 2021. Said landfills and non-disposal facilities will be billed for the Fee through June 30, 2024.

16. NOTICES

All notices required by this Agreement will be deemed given when in writing and delivered personally or deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address set forth below or at such address as the party may designate in writing in accordance with this section.

City of _____
Contact: _____
Title: _____
Address: _____

County of Santa Clara
Contact: Recycling and Waste Reduction Program Manager
Recycling and Waste Reduction Division
Address: 1555 Berger Drive, Suite 300
San Jose, CA 95112

17. CONTROLLING LAW

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

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18. ENTIRE AGREEMENT

This document embodies the entire Agreement between the parties with respect to the subject matter hereof. No modification of this Agreement shall be effective unless and until modification is evidenced by writing signed by all parties or their assigned designees.

19. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

20. CONTRACT EXECUTION

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County.

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IN WITNESS WHEREOF, the parties have executed this AGENCY AGREEMENT
FOR COUNTYWIDE AB939 IMPLEMENTATION FEE on the dates as stated below:

Date: _____

COUNTY OF SANTA CLARA

MIKE WASSERMAN, President
Board of Supervisors

Date: _____

“CITY”

CITY/TOWN OF _____
Title _____
A municipal corporation

Signed and certified that a copy of this
document has been delivered by electronic
or other means to the President, Board of
Supervisors
ATTEST:

MEGAN DOYLE
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

STEPHANIE SAFDI
Deputy County Counsel

EXHIBIT A

LANDFILLS LOCATED IN SANTA CLARA COUNTY

Guadalupe Rubbish Disposal Site
Kirby Canyon Sanitary Landfill
Newby Island Sanitary Landfill
Zanker Materials Processing Facility
Zanker Road Landfill

NON-DISPOSAL FACILITIES AND TRANSFER STATIONS LOCATED IN SANTA CLARA COUNTY

California Waste Solutions Recycling & Transfer Station
City of Palo Alto Green Composting Facility
Environmental Resource Recovery, Inc. (Valley Recycling)
Green Earth Management LLC Kings Row Recycling Facility
Green Waste Materials Facility and Transfer Station
Green Waste Recovery Facility
GreenTeam of San Jose Material Recovery Facility and Transfer Station
Guadalupe Landfill
Lam Hauling Inc. Chipping and Grinding
Lam Hauling Inc. Inert Debris Type A
Leo Recycle
Material Recovery Systems Facility
Mission Trail Waste Systems, Inc.
Newby Island Compost Facility
Pacheco Pass Transfer Station
Pacific Coast Recycling, Inc.
Premier Recycle Facility
Recology Silicon Valley Processing and Transfer Facility
The Recyclery at Newby Island
San Martin Transfer Station
Smurfit-Stone Recycling San Jose Facility
South Valley Organics
Stanford Recycling Center and Direct Transfer Facility
Sunnyvale Materials Recovery and Transfer Station (SMaRT Station)
Valley Recycling San Jose CDI Processing/Transfer Facility
Wood Processing Facility at Recology Pacheco Pass
Z-Best Composting Facility
Zanker Materials Processing Facility
Zanker Road Class III Landfill
Zero Waste Energy Development Company Anaerobic Digestion Facility

EXHIBIT B

FORMULA FOR DISTRIBUTION OF AB939 PROGRAM FEE

Each of the CITIES, and the COUNTY for its unincorporated area, will receive \$1.50 per ton of solid waste disposed of in landfills or taken to non-disposal facilities located in Santa Clara County that originates from that jurisdiction, as documented in quarterly reports submitted by the County to the State Disposal Reporting System.

Fees collected from undocumented disposed tonnage, or tonnage originating outside of Santa Clara County, will be distributed according to each jurisdiction's percent of countywide population, according to the latest available population report issued by the California Department of Finance.

EXHIBIT C
COUNTYWIDE HOUSEHOLD HAZARDOUS
WASTE PROGRAM FEE (HHW Fee)

1. PROGRAM FUNDING SOURCE

HHW Program services are mandated by State law, Public Resources Code Section 41500 et seq. Public Resources Code Section 41901 authorizes imposition of a fee to support planning and implementation of integrated waste management programs, including their HHW elements. The HHW Fee, of \$2.60 per ton, collected as part of the AB939 Implementation Fee, will be the primary source of funding for Countywide Household Hazardous Waste Collection Program (CoHHW Program) services.

Funds derived from the HHW Fee will be allocated among five types of CoHHW Program service costs as follows:

- A. Fixed Program Costs will be apportioned based on the number of households in each participating jurisdiction. The number of households will be determined at the beginning of each Fiscal Year by statistics compiled by the California Department of Finance, Demographic Research Unit from their most recent Report, "Population Estimates for California Cities and Counties."
- B. San Jose Facility Use Surcharge will be apportioned based on CITIES' anticipated participation at the County Household Hazardous Waste Collection Facility located at 1608 Las Plumas Avenue, San Jose.
- C. Variable Cost Per Car is the cost associated with labor, waste disposal, transportation, and other services provided to residents at the County HHW Collection Facilities and at temporary HHW collection events. The Variable Cost Per Car is based on the estimated cost of providing a base level service to 4% of households in all participating jurisdictions. The number of households will be determined at the beginning of each Fiscal Year by statistics compiled by the California Department of Finance, Demographic Research Unit from their most recent Report, "Population Estimates for California Cities and Counties."
- D. Available Discretionary Funding is allocated based on tonnage generated per participating jurisdiction, and after allocation of Fixed Program Costs, San Jose Facility Use Surcharge, and Variable Cost Per Car allocation.
- E. Abandoned Waste Disposal Costs will fund disposal of HHW illegally abandoned at Nonprofit Charitable Reuser organizations as defined in Public Resources Code Section 41904.

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2. FIXED PROGRAM COST

Funds shall be allocated on a per household basis for Fixed Program Costs at the conclusion of each Fiscal Year. This portion of the funds shall be distributed directly to the Countywide HHW Program to pay for HHW Program costs. Fixed Program Costs funding shall be calculated shall not exceed \$3.75 per household in Fiscal Years 2022, 2023, and 2024. Fixed Program Costs may include, but are not limited to eleven (11) CoHHW Program staff members, facility leasing costs, vehicle lease costs, office rent, office supplies, county administrative overhead, county legal counsel, training costs, equipment and facility maintenance, and union negotiated salary and benefit changes.

3. ABANDONED WASTE DISPOSAL COST

The Abandoned Waste Disposal Cost will fund disposal of HHW illegally abandoned at Nonprofit Charitable Reuser organizations. The Abandoned Waste Disposal Cost is based on the cost to the County to dispose of abandoned waste allocated among participating jurisdictions based on their proportional share of the County population and shall not exceed \$0.05 per household. Projected Abandoned Waste Disposal Costs to the CITY based on a charge of \$.05 per household are set forth in Attachment A, attached hereto and incorporated herein. Any existing unexpended non-profit abandoned waste fund balance may be allocated toward funding of disposal of HHW illegally abandoned at nonprofit charitable reuser organizations as defined in Public Resources Code Section 41904.

For the purposes of this agreement, a nonprofit charitable reuse organization has the definition provided in Public Resources Code Section 41904 as follows: “Nonprofit charitable reuser” means a charitable organization, as defined in Section 501(c)(3) of the federal Internal Revenue Code, or a distinct operating unit or division of the charitable organization, that reuses and recycles donated goods or materials and receives more than 50 percent of its revenues from the handling and sale of those donated goods or materials.

4. SAN JOSE FACILITY USE SURCHARGE

The total San José Facility Use Surcharge for CITY will be based on CITY residents’ proportional participation at the County Household Hazardous Waste Collection Facility located at 1608 Las Plumas Avenue, San José. The San José Facility Use Surcharge will vary depending on facility usage but will not exceed \$8.29 per car for Fiscal Years 2022, 2023, and 2024. The total San Jose Facility Use Surcharge for CITY will be based on CITY’s participation at the County Household Hazardous Waste Collection Facility located at 1608 Las Plumas Avenue, San Jose.

5. VARIABLE COST PER CAR

The Variable Cost Per Car is the cost associated with actual labor, waste disposal, transportation and other services provided to the residents at the County HHW Collection Facilities and Temporary Events. This portion of the funds shall be distributed directly to the Countywide HHW Program. The Variable Cost Per Car is estimated to be \$58.20 per car for

Fiscal Years 2022, 2023, and 2024. The estimated cost per car will be adjusted annually to reflect actual service costs. After fixed costs and San Jose Facility Use Surcharge are allocated on a per household basis, the variable cost per car will be used to calculate the costs to service 4% of households across all participating jurisdictions. If the level of 4% of households is not reached, the Countywide HHW Program will use the remaining balance of funds, in cooperation with the CITIES, to increase public outreach and/or provide additional services in that jurisdiction where the level of 4% is not reached the following year.

6. AVAILABLE DISCRETIONARY FUNDING

The Available Discretionary Funding portion will be allocated based on the tons of waste generated within each jurisdiction and after allocation of Fixed Program Cost, San Jose Facility Use Surcharge, and Variable Per Car Cost. Available Discretionary Funds must be used for HHW purposes. Options for how to spend these funds include, but are not limited to, increasing the number of residents served in the jurisdiction by the Countywide HHW Program, universal waste collection, emergency HHW services, funding HHW public education, the support of capital infrastructure projects to accommodate HHW drop-off and collection events, or providing special programs such as retail collection of certain waste and/or door-to-door collection of HHW for the elderly and/or persons with disabilities and neighborhood clean-up events. CITIES authorize the COUNTY to determine appropriate uses of available discretionary funding and to use CITIES' Available Discretionary Funding portion of the AB939 HHW Fee to provide for additional HHW services requested by the CITIES.

7. PROGRAM FUNDING PASS-THROUGH

Annual funding calculations include HHW Fees collected on behalf of all jurisdictions in the County. CITIES, at their option, may participate in the Countywide HHW Program by entering into the AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM. If CITIES elect to participate in the Countywide HHW Program, their pro-rata share of the HHW Fee shall be retained by the County to utilize for HHW Program costs, as provided in this Agreement and the Agreement for Countywide Household Hazardous Waste Collection Program. The COUNTY will distribute to CITIES not participating in the Countywide Household Hazardous Waste Collection Program their pro-rata share of funding received by the COUNTY from the HHW Fee, except that the COUNTY may retain and expend that portion of the non-participating CITIES' fee attributable to Abandoned Waste Disposal Costs.

If CITIES not participating in the AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM desire to allow residents to participate in HHW Program services on an emergency basis, then services to these residents will be provided on a cost recovery basis. A charge equal to the established rates charged by the Countywide HHW Program to Conditionally Exempt Small Quantity Generators will be billed to the CITIES. A CITIES' representative must call the Countywide HHW Program appointment line to schedule an appointment for the resident. Liability shall be apportioned as provided in Exhibit D to this Agreement.

EXHIBIT D

SECTION 28 OF AGENCY AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

HOLD HARMLESS AND INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between CITY and COUNTY pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead COUNTY and CITY agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other parties under this Agreement.

Additionally, CITY shall indemnify COUNTY for CITY's apportioned share of any liability incurred and attributed to the Countywide HHW Program for the transportation, treatment, or disposal of the household hazardous waste, once the waste has been accepted by a licensed hazardous waste hauler. Apportionment for disposal liability shall be determined by each participating jurisdiction's pro rata proportion of household participation in the Program. Apportionment for transportation and treatment liability shall be determined by each participating jurisdiction's pro rata household participation at the event where the waste was generated. COUNTY will use reasonable efforts to obtain recovery from all available resources, including insurance, of any liable hauler or liable disposal facility operator. No liability shall be apportioned to CITY for transportation, treatment or disposal in any case where COUNTY has contracted for such services and has failed to require the contractor to maintain the insurance requirements set forth in Section 23 of the AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM.

CITY shall further indemnify COUNTY for CITY's apportioned share of liability incurred and attributed to the Countywide HHW Program for the transportation, treatment or disposal of household hazardous waste at corporate sponsored events where non-county resident employees of the corporate sponsor are authorized to participate in the event. Liability for the nonresident portion of the disposal of waste shall be shared by the cities and the county as described above. The nonresident portion shall be determined by calculating the percentage of nonresidents participating in the event. This percentage will then be subtracted from the total liability for the household hazardous waste prior to assessing CITY's apportioned share of any liability for the household hazardous waste.

COUNTY shall require Conditionally Exempt Small Quantity Generators (“CESQG”) and Nonprofit Charitable Reusers to indemnify COUNTY for, at minimum, their apportioned share of any liability incurred and attributed to the Countywide HHW Program for the transportation, treatment, or disposal of their hazardous waste, once the waste has been accepted by a licensed hazardous waste hauler. The CESQG and Nonprofit Charitable Reuser portion of the waste shall be determined by calculating the percentage, by weight, of the total household hazardous waste accepted by the CoHHW Program. This percentage will be used to calculate the portion of liability attributed to CESQGs and Nonprofit Charitable Reusers and will be subtracted from the total liability prior to assessing CITY’s apportioned share of any liability for household hazardous waste.

**AGREEMENT FOR COUNTYWIDE
HOUSEHOLD HAZARDOUS WASTE
COLLECTION PROGRAM**

This Agreement is made by and between the _____ (CITY) and the County of Santa Clara (COUNTY) on the _____ day of _____ 2021.

RECITALS

WHEREAS, the County Board of Supervisors has approved a Countywide Household Hazardous Waste Collection Program whereby residents of the County and cities and towns participating in the Countywide program will have an opportunity to safely dispose of household hazardous wastes (HHW), regardless of the specific location at which the collection has been scheduled; and

WHEREAS, CITY desires to provide residents with convenient opportunities to safely dispose of their HHW in order to encourage the proper disposal of toxic products, and avoid unauthorized or improper disposal in the garbage, sanitary sewer, storm drain system, or on the ground, in a manner which creates a health or environmental hazard; and

WHEREAS, CITY desires to provide a safe, convenient, and economical means for residents to dispose of HHW. These wastes include, but are not limited to, common household products such as household cleaning products, furniture polish, solvents, oven cleaner, pesticides, oil based paints, motor oil, antifreeze, car batteries, mercury thermostats, fluorescent lamps, household batteries, and electronic waste; and

WHEREAS, CITY desires to schedule Household Hazardous Waste Collection Events (Events) for residents for FY 2022 through FY 2024 (July 1, 2021 – June 30, 2024); and

WHEREAS, CITY desires to provide household hazardous waste collection services to a minimum of 4% of the households per fiscal year in its jurisdiction; and

WHEREAS, CITY desires to participate in the Countywide Household Hazardous Waste Collection Program to meet these objectives; and

WHEREAS, pursuant to Public Resources Code Section 41901, the County Board of Supervisors has approved the collection of a \$4.10 per ton Countywide AB939 Implementation fee, including a \$2.60 per ton Household Hazardous Waste Fee (AB939 HHW Fee), for FY 2022 through FY 2024 (July 1, 2021 – June 30, 2024) on all wastes landfilled or incinerated within the County, received at any non-disposal or collection facility located within the County and subsequently transported for disposal or incineration outside of the County, collected from any location within the County by a solid waste hauler operating pursuant to a franchise, contract, license, or permit issued by any local jurisdiction and subsequently transported for disposal or incineration outside of the County, or removed from any location in the county by any person or business for disposal or incineration outside the County; and

WHEREAS, the AB939 HHW Fee is allocated to the Countywide Household Hazardous Waste Program and participating jurisdictions to fund HHW program costs in accordance with the terms of the Countywide AB939 Implementation Fee Agreement; and

WHEREAS, CITY desires for COUNTY to utilize CITY's share of the AB939 HHW Fee to provide HHW services for CITY residents.

NOW THEREFORE, CITY and COUNTY AGREE AS FOLLOWS:

1. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which CITY will participate in the Countywide Household Hazardous Waste Collection Program (CoHHW Program) available to its residents. Participating jurisdictions are those jurisdictions that enter into an AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM with the County.

2. PROGRAM FUNDING SOURCE

HHW Program services are mandated by State law, Public Resources Code Section 41500 et seq. State law authorizes cities and counties to impose fees in amounts sufficient to support planning and implementation of integrated waste management programs, including HHW elements. The AB939 HHW Fee, of \$2.60 per ton, imposed by the County as part of the AB939 Implementation Fee and collected and distributed in accordance with the AGREEMENT FOR COUNTYWIDE AB939 IMPLEMENTATION FEE will be the primary source of funding for CoHHW Program services. CITY agrees that COUNTY may utilize CITY's share of the AB939 HHW fee to provide HHW Program services in accordance with the terms and conditions of this Agreement.

Funds derived from the AB939 HHW Fee will be allocated among five types of CoHHW Program service costs as follows:

- A. Fixed Program Costs will be apportioned based on the number of households in each participating jurisdiction. The number of households will be determined at the beginning of each Fiscal Year by statistics compiled by the California Department of Finance, Demographic Research Unit from their most recent Report, "Population Estimates for California Cities and Counties."
- B. San José Facility Use Surcharge will be apportioned based on CITY residents' participation at the County Household Hazardous Waste Collection Facility located at 1608 Las Plumas Avenue, San José, CA 95133.
- C. Variable Cost Per Car is the cost associated with labor, waste disposal, transportation, and other services provided to residents at the County HHW Collection Facilities and at temporary HHW collection events. The Variable Cost Per Car is based on the estimated cost of providing a base level service to 4% of

households in all participating jurisdictions. The number of households will be determined at the beginning of each Fiscal Year by statistics compiled by the California Department of Finance, Demographic Research Unit from their most recent Report, "Population Estimates for California Cities and Counties."

- D. Available Discretionary Funding is allocated based on tonnage generated per participating jurisdiction, and after allocation of Fixed Program Costs, San Jose Facility Use Surcharge, and Variable Cost Per Car allocation.
- E. Abandoned Waste Disposal Costs will fund disposal of HHW illegally abandoned at Nonprofit Charitable Reuser organizations as defined in Public Resources Code Section 41904.

The projected AB939 HHW Fee Allocation by jurisdiction is set out in Attachment A, attached hereto and incorporated herein.

3. FIXED PROGRAM COST

Estimated HHW Fixed Program Costs are projected in Attachment B, attached hereto and incorporated herein. Fixed Program Costs are allocated to CITY at the conclusion of each fiscal year based on CITY's proportional share of the County population and will not exceed \$3.75 per household for Fiscal Years 2022, 2023, and 2024. Fixed Program Costs may include, but are not limited to, up to eleven (11) County HHW Program staff members, facility lease costs, vehicle lease costs, office rent, office supplies, county administrative overhead, county legal counsel, training costs, equipment and facility maintenance and union negotiated salary and benefit changes.

4. ABANDONED WASTE DISPOSAL COST

The Abandoned Waste Disposal Cost will fund disposal of HHW illegally abandoned at Nonprofit Charitable Reuser organizations. The Abandoned Waste Disposal Cost is based on the cost to the County to dispose of abandoned waste allocated among participating jurisdictions based on their proportional share of the County population and shall not exceed \$0.05 per household. Projected Abandoned Waste Disposal Costs to the CITY based on a charge of \$.05 per household are set forth in Attachment A, attached hereto and incorporated herein.

For the purposes of this Agreement, "Nonprofit Charitable Reuser Organization" is defined in accordance with Public Resources Code Section 41904 as follows: a charitable organization, as defined in Section 501(c)(3) of the federal Internal Revenue Code, or a distinct operating unit or division of the charitable organization, that reuses and recycles donated goods or materials and receives more than 50 percent of its revenues from the handling and sale of those donated goods or materials.

5. SAN JOSÉ FACILITY USE SURCHARGE

The total San José Facility Use Surcharge for CITY will be based on CITY residents' proportional participation at the County Household Hazardous Waste Collection Facility located

at 1608 Las Plumas Avenue, San José. Estimated San José Facility Use Surcharges are projected in Attachment A, attached hereto and incorporated herein. The San José Facility Use Surcharge will vary depending on facility usage but will not exceed \$8.29 per car for Fiscal Years 2022, 2023, and 2024.

6. VARIABLE COST PER CAR

The Variable Cost Per Car is the cost associated with actual labor, waste disposal, transportation and other services provided to the residents at the County Household Hazardous Waste Collection Facilities (CoHHWCF) and at Temporary Events. The Variable Cost Per Car is estimated to be approximately \$58.20 per participating resident car for Fiscal Years 2022, 2023 and 2024. The estimated cost per car will be adjusted to reflect actual service costs. After Fixed Program Costs and San José Facility Use Surcharge are allocated on a per household basis, the Variable Cost Per Car will be used to calculate the costs to service 4% of households across all participating jurisdictions. If the level of 4% of households is not reached in the CITY, the CoHHW Program may use the remaining balance of funds, in cooperation with the CITY, to increase public outreach and/or provide additional services in that jurisdiction the following year.

7. AVAILABLE DISCRETIONARY FUNDING

The Available Discretionary Funding portion of the AB939 HHW Fee will be allocated based on the tons of waste generated within each jurisdiction, and after allocation of Fixed Program Costs, San José Facility Use Surcharge, and Variable Cost Per Car allocation. Available Discretionary Funds must be used for HHW purposes. Options for how to spend these funds include, but are not limited to, increasing the number of residents served in that jurisdiction by the CoHHW Program, subsidizing curbside used motor oil collection, electronic waste (e-waste) collection, universal waste collection, emergency HHW services, funding HHW public education, the support of capital infrastructure projects to accommodate HHW drop-off and collection events, or providing special programs such as retail collection of certain waste and/or door-to-door collection of HHW for the elderly and/or persons with disabilities and neighborhood clean-up events. COUNTY has discretion to determine appropriate uses of Available Discretionary Funding in accordance with the terms and conditions in this Agreement, and to apply the funding toward those uses.

8. ADMINISTRATION AND PAYMENT OF THE AB939 HHW FEE

The County of Santa Clara Recycling and Waste Reduction Division will administer the AB939 HHW Fee, as part of the existing online disposal reporting and payment system. Administration and payment will be made in accordance with the AGREEMENT FOR COUNTYWIDE AB939 IMPLEMENTATION FEE and this Agreement. Notwithstanding the foregoing, the COUNTY shall maintain records of the amount, use, and distribution of Fixed Program Cost expenditures for at least five (5) years after the termination date of this Agreement, unless otherwise required by law to retain such records for a longer period. CITY may request in writing a review by COUNTY of the Fixed Program Cost records. The review shall be performed within 30 days of request and results shall be reported to participating cities in writing.

9. PROGRAM PUBLICITY

The CoHHW Program shall produce and make available to the public an HHW brochure for distribution. The brochure will be made available at various events, including but not limited to, environmental events and community fairs. The brochure may also be distributed, upon request, to cities within the County and to County residents and businesses. The CITY shall be responsible for developing and coordinating citywide awareness of the HHW Program. The CoHHW Program shall be responsible for Countywide public education for used oil recycling. CoHHW Program public awareness responsibilities shall include, but not be limited to, the following activities:

- Serving as the formal contact to the local media such as local newspapers and television news stations;
- Providing participating jurisdictions with educational materials developed for the CoHHW Program;
- Promoting oil and oil filter recycling by developing, purchasing, and distributing educational materials, media relations materials, basic art work and camera ready advertising materials for distribution countywide and for use by jurisdictions;
- Representing the program through educational presentations at schools and businesses and attendance at community events such as local fairs and festivals; and
- Providing participating jurisdictions opportunities to review and comment on the development of countywide outreach materials.

CITY's public awareness responsibilities, at the sole discretion of the CITY, shall include, but not be limited to, the following activities:

- Providing a copy of HHW promotional materials to the CoHHW Program for review for accuracy and completeness, prior to publication;
- Developing and distributing HHW promotion communications to residents for local and CITY newsletters, newspapers and to the electronic media;
- Providing the CoHHW Program with a copy of HHW promotion materials produced by the CITY; and,
- Conducting and supporting outreach and publicity to attain the goal of 4% of households in the CITY participating in the CoHHW Program.

10. TEMPORARY HHW EVENTS

COUNTY shall conduct Temporary HHW Events at various sites located in Santa Clara County. COUNTY shall obtain all necessary permits and licenses required for the Temporary HHW Events and shall provide or contract for the services of properly trained, qualified personnel and hazardous waste haulers, and shall provide or secure suitable equipment and supplies to properly receive, package, label, haul, recycle and dispose of the household hazardous wastes collected at the Temporary HHW Events.

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11. HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITIES

COUNTY shall conduct collection operations at two County Household Hazardous Waste Collection Facilities (CoHHWCF).

The CoHHWCF are located at:

- ◆ *San Martin, 13055 Murphy Avenue, San Martin, CA 95046*
- ◆ *San José, 1608 Las Plumas, San José, CA 95133*

The COUNTY shall obtain all necessary permits and licenses required for the CoHHWCF and shall provide or contract for services, equipment, and supplies to properly receive, package, label, haul, recycle and dispose of wastes collected.

12. SMALL BUSINESS RECYCLING AND DISPOSAL PROGRAM

COUNTY will provide services to accept hazardous waste from Conditionally Exempt Small Quantity Generators (CESQG) in accordance with California Health and Safety Code Section 25218.3, as amended from time to time. Eligible businesses within the County will be allowed to bring their hazardous waste to CoHHWCF. These services to businesses located within the CITY will be provided on a cost recovery basis, which will include program administration, on-site collection, transportation, and disposal costs. COUNTY will assume responsibility for fee collection from participating businesses. The CITY may choose to pay for services for CESQG's within the City of San José and will notify the COUNTY in writing with 30-day advance notice in order to exercise this option. If the CITY exercises this option, the COUNTY will invoice the CITY for all costs associated with CSQG's within the CITY. If CITY has available Discretionary Funding, COUNTY may use this funding to pay for CESQG costs. For purposes of this Agreement, CESQG has the meaning provided by Health and Safety Code Section 25218.1.

13. ABANDONED HOUSEHOLD HAZARDOUS WASTE

The CoHHW Program will allow for the disposal of abandoned HHW by government agencies and qualified nonprofit charitable reusers. Abandoned HHW means HHW left at a property by an unknown party. Abandoned household hazardous waste does not include waste generated by a known organization or agency in the course of normal business operations such as, but not limited to, the assembly or manufacture of products from new or used materials or the provision of charitable services such as classroom education, meal preparation, and shelter, or the provision of services for a fee.

A) GOVERNMENT AGENCIES

Government agencies shall be charged for disposal of abandoned HHW according to the CoHHW Program's published rates for CESQGs.

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B) NONPROFIT CHARITABLE REUSER

In order to qualify as a Nonprofit Charitable Reuser, the business must submit to the County Executive a request to be so designated. The County Executive shall review the request and supporting documentation and shall make a final decision on the designation. COUNTY will accept abandoned HHW from Nonprofit Charitable Reusers and will waive disposal fees on the cost of disposal of the abandoned HHW in an annual amount not to exceed funds available from the existing unexpended abandoned waste fund. Funding for disposal available to Nonprofit Charitable Reuser shall be on a first come first serve basis. Once the cost for disposal of the abandoned HHW from Nonprofit Charitable Reusers is equal to the available funds, disposal fees shall no longer be waived, and Nonprofit Charitable Reusers shall be charged for disposal of abandoned HHW according to the CoHHW Program's published rates for CESQGs. No additional costs shall be applied to the budget of the CITY or any other participating jurisdiction.

14. HOUSEHOLD HAZARDOUS WASTES ACCEPTED

HHW accepted by the CoHHW Program shall be limited to those materials that qualify as Hazardous Waste under Health and Safety Code Section 25218.1, as amended from time to time. These materials include, but are not limited to, automotive fluids, automotive and other types of batteries, latex and oil paint, oil filters, garden chemicals, household cleaners, pool chemicals, mercury thermostats, fluorescent lamps containing mercury, household batteries, e-waste and other common hazardous consumer products.

15. WASTES NOT ACCEPTED

Certain hazardous wastes shall not be accepted for collection and disposal. These include, but are not limited to, compressed gas cylinders larger than 5 gallons, radioactive materials, and explosives. Other wastes not accepted by the CoHHW Program are wastes generated as part of operating a business, including a home operated business, except that waste from CESQGs as provided for in Section 12 of this Agreement shall be accepted.

16. ADDITIONAL SERVICES UNDER THIS AGREEMENT

CITY must augment funding provided under this Agreement to cover the cost of a minimum participation level of 4% of CITY households; CITY may also elect to augment funding to provide additional services to increase CITY participation beyond the 4% minimum participation level. Additional services shall be made available upon written agreement between the CITY's authorized representative and the County Executive Officer or designee. Additional services may include, but are not limited to, additional appointments (charged at the Variable Cost Per Car rate), door-to-door HHW collection, used oil filter collection, universal waste collection, electronic waste collection, and abandoned waste collection.

CITY agrees to augment up to an additional \$152,321 to the Countywide HHW Program during Fiscal Year 2022 for the purpose of attaining or increasing CITY household participation above the 4% minimum participation level at the scheduled collection dates listed in Attachment C, attached hereto and incorporated herein. Augmentation will be calculated, where applicable, at the Variable Cost Per Car rate. Other services will be charged based on a cost recovery basis. CITY authorizes the COUNTY to use CITY'S Available Discretionary Funding portion of the AB939 HHW Fee, if available, to offset the above agreed additional augmentation amount.

At the end of each fiscal year, a final annual cost statement shall be prepared by COUNTY and issued to CITY by November 30th. The annual cost statement will take into consideration costs incurred on behalf of CITY for additional services and all payments made by CITY to COUNTY. If any balance is owed to COUNTY, it will be due within 30 days following receipt of the annual cost statement. If any credit is owed to CITY, COUNTY will refund that amount to CITY within 30 days following delivery of the annual cost statement.

17. INFORMATION AND APPOINTMENT LINE

COUNTY will operate a telephone information and appointment desk Monday through Friday, from the hours of 9:00 a.m. to 5:00 p.m. The information service will register residents for the Temporary HHW Events and the collections at CoHHWCF. The information service will provide information about hazardous household materials. CITY will be notified immediately if resident participation approaches a level of service that may not be supported by available funding.

18. SCHEDULING AND SITE SELECTION

COUNTY shall work with CITY to determine the date(s) of Temporary Events and collections at the CoHHWCF. CITY shall coordinate with COUNTY in locating and securing sites for Temporary HHW Events. It is recognized that some of the jurisdictions participating in the CoHHW Program may not have appropriate sites available. A proposed HHW schedule for Fiscal Year 2022 of Temporary Events and collections at CoHHWCF is included as Attachment C. COUNTY will schedule an adequate number of collection days to serve the 4% level of service. The COUNTY determines the adequate number of collection days by tracking attendance at each event.

19. OUTSIDE FUNDING

During the term of this Agreement, COUNTY may seek outside funding sources for services that would supplement existing HHW services such as permanent collection sites, equipment, retail take-back collection and operational funding. If outside funding is obtained, the CoHHW Program will, at COUNTY'S discretion, proceed with development of additional programs using that outside funding without drawing on CITY'S funding provided under this Agreement.

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20. REGIONAL GRANT AND OIL PAYMENT PROGRAM PARTICIPATION

The CITY authorizes the CoHHW Program to apply for lead agency grants, including but not limited to Used Oil Payment Program grants, from the California Department of Resources Recycling and Recovery (CalRecycle), on behalf of participating jurisdictions. The CoHHW Program will act on behalf of all participating jurisdictions, as the lead applicant and administrator. The CoHHW Program will oversee how the moneys are used and work in cooperation with CITY as to how the funds will be spent. Nothing in this section shall preclude the COUNTY or a participating jurisdiction from applying for grant funds in any case where the CoHHW Program does not apply for the grant opportunity.

21. EMERGENCY SERVICES

Participating jurisdictions, at their option, may desire to provide residents with convenient emergency opportunities to safely dispose of their HHW in the event of a disaster. The purpose of this emergency planning for HHW is to minimize potential public health and safety impacts, as well as to minimize costs and confusion. Attachment D sets out CITY and COUNTY responsibilities for the collection of household hazardous wastes in response to an emergency. CITY shall make good faith efforts to provide the public with information related to the problems associated with HHW. Upon the decision to hold an emergency collection event, it is CITY's responsibility to make a good faith effort to prepare and disseminate the necessary outreach to notify the public of an emergency collection event. An emergency collection event shall be initiated by a written request from CITY to COUNTY. Emergency collection events can be scheduled in as little as ten (10) working days of CITY's written request or at an agreed upon date thereafter. The emergency collection plan is set out in Attachment D, Household Hazardous Waste Emergency Collection Plan.

COUNTY agrees to conduct the Emergency Collection Event at a mutually agreeable site and time. The COUNTY will obtain the necessary permit from the State Department of Toxic Substances Control and will handle wastes in accordance with State law. COUNTY will bill CITY for all Emergency Collection Events on a cost recovery basis and all payments shall be due COUNTY within thirty days following the receipt of the invoice.

22. PRIVATE SPONSORED EVENTS

COUNTY may also secure funding from corporations or agencies to conduct HHW Collection Events for corporate employees and residents of participating jurisdictions and to pay for special programs such as Universal Waste collection at retail locations. The transportation, treatment and disposal liability for nonresident employee participation in these events shall be shared by all participating jurisdictions, including the CITY, and the COUNTY, as described in Section 26 of this Agreement. Summary information concerning these corporate sponsored events, if any, will be included in the CoHHW Program's annual report to the participating jurisdictions.

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23. INSURANCE REQUIREMENTS

Contractors who provide hazardous waste transportation, treatment, or disposal services shall have the required insurance as outlined in Attachment E, Exhibit B-2D (revised) Insurance Requirements for Environmental Services Contract. Other contractors shall have insurance in amounts to be determined by COUNTY Insurance Manager, after consultation with CITY. COUNTY shall obtain insurance certificates from each of the contractors prior to the contractor providing service to the program naming the COUNTY as an additional insured.

24. WASTE TRACKING AND REPORTING

COUNTY will provide a mid-year report to CITY regarding participation rates from each participating jurisdiction by March 15 of each year. Mid-year and year end reports will outline the types and quantities of waste collected, the amount of waste diverted for reuse or recycling and the waste management method for each waste stream and associated costs for services. COUNTY will prepare a report summarizing program activities which will be delivered to the participating jurisdictions no later than six months after the end of COUNTY's fiscal year.

It will be assumed for cost and reporting purposes that each participating jurisdiction is contributing to the waste stream in proportion to the number of its residents who directly participate.

COUNTY shall take steps to assure that the bi-annual statements to jurisdictions reflect the funds necessary to cover costs for CITY participation in services scheduled during the next quarter.

25. PARTICIPATION REPORTING

COUNTY shall employ means necessary to verify the place of residence of all participants in the CoHHW Program.

26. HOLD HARMLESS AND INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between CITY and COUNTY pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead COUNTY and CITY agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other parties under this Agreement.

Additionally, CITY shall indemnify COUNTY for CITY's apportioned share of any liability incurred and attributed to the Countywide HHW Program for the transportation, treatment, or disposal of the household hazardous waste, once the waste has been accepted by a licensed hazardous waste hauler. Apportionment for disposal liability shall be determined by each participating jurisdiction's pro rata proportion of household participation in the Program. Apportionment for transportation and treatment liability shall be determined by each participating jurisdiction's pro rata household participation at the event where the waste was generated. COUNTY will use reasonable efforts to obtain recovery from all available resources, including insurance, of any liable hauler or liable disposal facility operator. No liability shall be apportioned to CITY for transportation, treatment or disposal in any case where COUNTY has contracted for such services and has failed to require the contractor to maintain the insurance requirements set forth in Section 23 above.

CITY shall further indemnify COUNTY for CITY's apportioned share of liability incurred and attributed to the Countywide HHW Program for the transportation, treatment or disposal of household hazardous waste at corporate sponsored events where non-county resident employees of the corporate sponsor are authorized to participate in the event. Liability for the nonresident portion of the disposal of waste shall be shared by the cities and the COUNTY as described above. The nonresident portion shall be determined by calculating the percentage of nonresidents participating in the event. This percentage will then be subtracted from the total liability for the household hazardous waste prior to assessing CITY's apportioned share of any liability for the household hazardous waste.

COUNTY shall require CESQGs and Nonprofit Charitable Reusers to indemnify COUNTY, at minimum, for their apportioned share of any liability incurred and attributed to the Countywide HHW Program for the transportation, treatment, or disposal of their hazardous waste, once the waste has been accepted by a licensed hazardous waste hauler. The CESQG and Nonprofit Charitable Reuser portion of the waste shall be determined by calculating the percentage, by weight, of the total household hazardous waste accepted by the CoHHW Program. This percentage will be used to calculate the portion of liability attributed to CESQGs and Nonprofit Charitable Reusers and will be subtracted from the total liability prior to assessing CITY's apportioned share of any liability for household hazardous waste.

27. TERMINATION

This Agreement may be terminated by either the COUNTY or CITY upon thirty (30) days written notice given by the terminating party.

28. TERM OF AGREEMENT

The term of this Agreement shall be from July 1, 2021 to June 30, 2024, or until all revenue from the last quarter's AB939 fee payments have expended and/or distributed, whichever is later.

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29. INDEPENDENT CONTRACTOR

Each party shall perform responsibilities and activities described herein as an independent contractor and not as an officer, agent, servant or employee of any of the parties hereto. Each party shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the parties.

30. EXECUTION BY COUNTERPART

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed an original and all of which shall together constitute one and the same instrument.

31. CONTROLLING LAW

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

32. ENTIRE AGREEMENT

This document embodies the entire Agreement between the parties with respect to the subject matter hereof. No modification of this Agreement shall be effective unless and until modification is evidenced by writing signed by all parties or their assigned designates.

33. NOTICES

All notices and communications herein required shall be in writing to the other party as follows, unless expressly changed in writing:

CITY of _____	City Representative _____
	Representative's Title _____
	City Address _____

Santa Clara County

Director
Consumer and Environmental Protection Agency
1553 Berger Drive
San José, California 95112

34. CONTRACT EXECUTION

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect

as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM on the dates as stated below:

Date: _____

COUNTY OF SANTA CLARA

JEFFREY V. SMITH
County Executive

Date: _____

“CITY”

CITY/TOWN OF _____
Title _____
A municipal corporation

APPROVED AS TO FORM AND LEGALITY:

STEPHANIE SAFDI
Deputy County Counsel

Attachments:

- A Projected Fiscal Years 2022, 2023, and 2024 AB939 HHW Fee Funding Allocation by Jurisdiction
- B Estimated HHW Program Fixed Costs for Fiscal Years 2022, 2023, and 2024
- C HHW Schedule of Collection Events for Fiscal Year 2022
- D Household Hazardous Waste Emergency Collection Plan
- E Exhibit B-2D (revised) Insurance Requirements for Environmental Services Contracts

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ATTACHMENT A: PROJECTED FISCAL YEARS 2022-2024 ANNUAL HHW FEE FUNDING ALLOCATION BY JURISDICTION

Cities	No of Households	4% of Households	Disposal Tonnage	AB939 HHW Fee \$2.60 per Ton	Fixed Cost \$3.75 per HH	SJ Facility \$8.29 Surcharge	Variable Cost \$58.20 per Car	Abandoned Waste Disposal Cost \$.05 per Household	Discretionary Fund	Estimated Augmentation	Anticipated Participation	Anticipated Participation at SJ Facility
Campbell	18,158	726	40,970	\$ 106,521	\$ 68,093	\$ 7,162	\$ 42,272	\$ 908	\$ (11,913)	\$ 45,525	1,268	1,221
Cupertino	21,050	842	41,603	\$ 108,168	\$ 78,938	\$ 4,242	\$ 49,004	\$ 1,053	\$ (25,068)	\$ 36,963	1,034	723
Gilroy	16,676	667	53,681	\$ 139,571	\$ 62,535	\$ 1,086	\$ 38,822	\$ 834	\$ 36,295	\$ 23,027	1,038	185
Los Altos	11,677	467	17,678	\$ 45,963	\$ 43,789	\$ 4,188	\$ 27,184	\$ 584	\$ (29,781)	\$ 90,803	1,451	714
Los Altos Hills	3,180	127	9,303	\$ 24,188	\$ 11,925	\$ 958	\$ 7,403	\$ 159	\$ 3,743	\$ 4,413	259	163
Los Gatos	13,637	545	25,338	\$ 65,878	\$ 51,139	\$ 6,784	\$ 31,747	\$ 682	\$ (24,474)	\$ 66,018	1,216	1,157
Milpitas	22,553	902	100,225	\$ 260,586	\$ 84,574	\$ 5,247	\$ 52,503	\$ 1,128	\$ 117,135	\$ 24,851	1,303	895
Monte Sereno	1,383	55	1,278	\$ 3,323	\$ 5,186	\$ 789	\$ 3,220	\$ 69	\$ (5,941)	\$ 11,138	139	135
Morgan Hill	15,350	614	43,759	\$ 113,774	\$ 57,563	\$ 2,252	\$ 35,735	\$ 768	\$ 17,456	\$ 78,579	1,881	384
Mountain View	36,727	1,469	77,033	\$ 200,285	\$ 137,726	\$ 4,700	\$ 85,500	\$ 1,836	\$ (29,478)	\$ 39,356	1,628	802
Palo Alto	29,298	0	63,437	\$ 164,936		\$ -	\$ -	\$ 1,465	\$ 163,471			
San Jose	336,507	13,460	810,331	\$ 2,106,860	\$ 1,261,901	\$ 114,172	\$ 783,388	\$ 16,825	\$ (69,427)	\$ 476,507	20,026	19,470
Santa Clara	48,975	1,959	160,175	\$ 416,455	\$ 183,656	\$ 9,178	\$ 114,014	\$ 2,449	\$ 107,157	\$ 121,604	3,920	1,565
Saratoga	11,301	452	19,996	\$ 51,990	\$ 42,379	\$ 4,458	\$ 26,309	\$ 565	\$ (21,720)	\$ 45,244	831	760
Sunnyvale	60,273	2,411	116,128	\$ 301,932	\$ 226,024	\$ 6,717	\$ 140,316	\$ 3,014	\$ (74,138)	\$ 152,321	3,672	1,145
Unincorporated	18,558	742	38,112	\$ 99,092	\$ 69,593	\$ 4,640	\$ 43,203	\$ 928	\$ (19,271)	\$ 57,932	1,677	791
Total	665,303	25,440	1,619,047	\$ 4,209,522	\$ 2,385,019	\$ 176,572	\$ 1,480,620	\$ 33,265	\$ 134,047	\$ 1,274,282	41,345	30,110

Notes: Number of HH and Disposal tonnage are based on FY2019-2020 actuals. Anticipated participation and anticipated participation at SJ facility are based on 15% increase from FY2018-2019 actual participation.

**ATTACHMENT B: ESTIMATED ANNUAL HHW PROGRAM FIXED COSTS
FOR FISCAL YEARS 2022, 2023, AND 2024**

FIXED COST		
Staff Salary and Benefits		\$1,568,216
County Admin Overhead		\$421,899
County Counsel		\$13,650
Phones and Communications		\$10,605
Facilities Lease Costs	San Jose	\$176,572
Vehicle Costs		\$34,125
Office Supplies and postage		\$1,916
Maintenance, Software		\$115,500
HHW Hotline		\$50,000
Garbage & Utilities		\$36,488
Membership & Dues		\$15,750
Training & Conference		\$5,250
Safety Wear		\$21,840
Printing		\$13,583
Other Services & Supplies		\$56,175
ESTIMATED ANNUAL TOTAL		\$2,541,568

**ATTACHMENT C: HHW SCHEDULE OF PERMANENT & TEMPORARY
COLLECTION EVENTS FOR FISCAL YEAR 2021-2022***

2021/Month	Day	Date	Location	Type of Event	County Holidays/ Notes
July	Thurs,Fri	1,2	San Jose	Permanent	
	Saturday	3	No Event	No Event	4th OF JULY WEEK
	Wed,Thurs,Fri,Sat	7,8,9,10	San Jose	Permanent	
	Fri,Sat	9,10	San Martin	Permanent	
	Thurs,Fri,Sat	15,16,17	San Jose	Permanent	
	Saturday	17	Sunnyvale	Temporary	TBD
	Wed,Thurs,Fri,Sat	21,22,23,24	San Jose	Permanent	
	Thurs,Fri,Sat	29,30,31	San Jose	Permanent	
August	Wed,Thurs,Fri,Sat	4,5,6,7	San Jose	Permanent	
	Fri,Sat	6,7	San Martin	Permanent	
	Thurs,Fri,Sat	12,13,14	San Jose	Permanent	
	Saturday	14	Mountain View	Temporary	TBD
	Wed,Thurs,Fri,Sat	18,19,20,21	San Jose	Permanent	
	Thurs,Fri,Sat	26,27,28	San Jose	Permanent	
September	Wed,Thurs,Fri	1,2,3	San Jose	Permanent	
	Saturday	4	No Event	No Event	LABOR DAY WEEKEND
	Thurs,Fri,Sat	9,10,11	San Jose	Permanent	
	Fri,Sat	10,11	San Martin	Permanent	
	Wed,Thurs,Fri,Sat	15,16,17,18	San Jose	Permanent	
	Saturday	18	Santa Clara	Temporary	TBD
	Wed,Thurs,Fri,Sat	22,23,24,25	San Jose	Permanent	
	Thursday	30	San Jose	Permanent	
October	Fri,Sat	1,2	San Jose	Permanent	
	Fri, Sat	1,2	San Martin	Permanent	
	Wed,Thurs,Fri,Sat	6,7,8,9	San Jose	Permanent	
	Thurs,Fri,Sat	14,15,16	San Jose	Permanent	
	Saturday	16	Sunnyvale	Temporary	TBD
	Wed,Thurs,Fri,Sat	20,21,22,23	San Jose	Permanent	
	Thurs,Fri,Sat	28,29,30	San Jose	Permanent	
November	Wed,Thurs,Fri,Sat	3,4,5,6	San Jose	Permanent	
	Fri, Sat	5,6	San Martin	Permanent	
	Fri,Sat	12,13	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	17,18,19,20	San Jose	Permanent	
	Tuesday	23	San Jose	Permanent	
	Thurs,Fri,Sat	25,26,27	No Event	No Event	THANKSGIVING
December	Wed,Thurs,Fri,Sat	1,2,3,4	San Jose	Permanent	
	Fri, Sat	3,4	San Martin	Permanent	
	Wed,Thurs,Fri,Sat	8,9,10,11	San Jose	Permanent	
	Thurs,Fri,Sat	16,17,18	San Jose	Permanent	
	Tues,Wed,Thurs	21,22,23	San Jose	Permanent	
	Fri,Sat	24,25	No Event	No Event	CHRISTMAS
	Tues,Wed,Thurs	28,29,30	San Jose	Permanent	
	Friday	31	No Event	No Event	NEW YEAR's DAY

**ATTACHMENT C: HHW SCHEDULE OF PERMANENT & TEMPORARY
COLLECTION EVENTS FOR FISCAL YEAR 2021-2022* (Continued)**

2022/Month	Day	Date	Location	Type of Event	County Holidays/ Notes
2022/Jan	Saturday	1	No Event	No Event	NEW YEAR's DAY
	Thurs,Fri,Sat	6,7,8	San Jose	Permanent	
	Fri, Sat	7,8	San Martin	Permanent	
	Wed,Thurs,Fri,Sat	12,13,14,15	San Jose	Permanent	
	Saturday	15	Sunnyvale	Temporary	TBD
	Wed,Thurs,Fri,Sat	19,20,21,22	San Jose	Permanent	
	Thurs,Fri,Sat	27,28,29	San Jose	Permanent	
	Saturday	29	Santa Clara	Temporary	TBD
February	Wed,Thurs,Fri,Sat	2,3,4,5	San Jose	Permanent	
	Fri, Sat	4,5	San Martin	Permanent	
	Thurs,Fri,Sat	10,11,12	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	16,17,18,19	San Jose	Permanent	
	Thurs,Fri,Sat	24,25,26	San Jose	Permanent	
March	Wed,Thurs,Fri,Sat	2,3,4,5	San Jose	Permanent	
	Fri, Sat	4,5	San Martin	Permanent	
	Thurs,Fri,Sat	10,11,12	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	16,17,18,19	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	23,24,25,26	San Jose	Permanent	
April	Fri,Sat	1,2	San Jose	Permanent	
	Fri, Sat	1,2	San Martin	Permanent	
	Wed,Thurs,Fri,Sat	6,7,8,9	San Jose	Permanent	
	Saturday	9	Los Altos	Temporary	TBD
	Thurs,Fri,Sat	14,15,16	San Jose	Permanent	
	Saturday	16	Sunnyvale	Temporary	TBD
	Wed,Thurs,Fri,Sat	20,21,22,23	San Jose	Permanent	
	Thurs,Fri,Sat	28,29,30	San Jose	Permanent	
	Saturday	30	Santa Clara	Temporary	TBD
May	Wed,Thurs,Fri,Sat	4,5,6,7	San Jose	Permanent	
	Fri, Sat	6,7	San Martin	Permanent	
	Thurs,Fri,Sat	12,13,14	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	18,19,20,21	San Jose	Permanent	
	Thurs,Fri	26,27	San Jose	Permanent	
	Saturday	28	No Event	No Event	MEMORIAL DAY WEEKEND
June	Wed,Thurs,Fri,Sat	1,2,3,4	San Jose	Permanent	
	Fri, Sat	3,4	San Martin	Permanent	
	Thurs,Fri,Sat	9,10,11	San Jose	Permanent	
	Wed,Thurs	15,16	San Jose	Permanent	
	Friday	17	No Event	No Event	JUNETEENTH DAY
	Saturday	18	San Jose	Permanent	
	Saturday	25	Milpitas	Temporary	TBD
	Thurs,Fri,Sat	23,24,25	San Jose	Permanent	
	Wed,Thurs	29,30	San Jose	Permanent	
*SUBJECT TO CHANGE					

ATTACHMENT D:

**COUNTY HOUSEHOLD HAZARDOUS WASTE
EMERGENCY COLLECTION PLAN**

1. PURPOSE

The purpose of the Household Hazardous Waste Emergency Collection Plan is to minimize potential public health and safety impacts, as well as to minimize costs and confusion during an emergency or disaster. This Attachment describes the services the County can provide and the responsibilities of each party for the collection of household hazardous wastes (HHW) in response to an emergency as defined by the local jurisdiction.

Jurisdictions should contact local emergency agencies, the Governor's Office of Emergency Services (OES), and the Department of Toxic Substances Control (DTSC) for more specific information on hazardous materials emergency response.

2. Timing of HHW

While it is important to have special collection opportunities for disaster-related HHW as soon as possible to avoid illegal disposal or harm to people and/or the environment, having an event or service too soon after a disaster may result in low participation. Sufficient public notification, assessment and monitoring of the disaster and cleanup process by the designated City HHW Coordinator(s) is essential.

3. Public Information/Notification:

Cities should be prepared to provide the public with information related to the problems associated with HHW along with information about special collection events and services. Upon the decision to hold an emergency collection event, it is the City's responsibility to prepare and deliver the necessary public outreach to notify the public of an upcoming event. A City's public outreach program should evaluate all forms of media including: newspaper ads, posters, flyers, press releases, banners, door-to-door notices, roadside signs, signs on dumpsters, radio public service announcements, social media outlets and television public access stations. Be aware of communities where multiple language outreach efforts will be necessary.

4. State HHW Collection Permits

The State Department of Toxic Substances Control (DTSC) is responsible for issuing the necessary state permits for HHW collection facilities. During an emergency, the County will obtain the necessary emergency permit for special collection of household hazardous waste from DTSC through their expedited approval process.

5. Collection Events

Temporary collection events can be set-up at various sites including parking lots, city maintenance yards, within neighborhoods needing service, and at landfills or a centralized location to service larger segments of the population. Waste collected will be transported with a transportation vehicle provided by the HHW Program. In addition, events can be scheduled at the two existing Countywide Household Hazardous Waste Collection Facilities (CoHHWCF). The following options are available to each participating City.

- Neighborhood Drop-off Events: The County is able to provide localized service to specific areas in need of household hazardous waste collection services. The County will work with City Solid Waste Coordinators to conduct coordinated efforts to residents in the affected area. After a specific event, waste will be transported by County staff or a hazardous waste contractor to an appropriate facility.
- Mobile HHW Event: The County conducts Household Hazardous Waste Collection Event (Events) at various sites located in Santa Clara County throughout the year. Events will be expanded to give priority to disaster victims when requested by the City. The County shall obtain all necessary permits and licenses required for the events and shall provide and/or contract for the services of properly trained personnel and hazardous waste haulers. The County shall also provide or secure suitable equipment and supplies to properly receive, package, label, haul, recycle and dispose of the household hazardous wastes collected at events.
- CoHHWCF: The County operates two permitted HHW collection facilities for the collection and storage of HHW. The County shall provide or contract for services, equipment, and supplies to properly receive, package, label, haul, recycle and dispose of wastes collected at the CoHHWCF.

The CoHHWCF are located at:

- *San Martin, 13055 Murphy Ave, San Martin*
- *San Jose, 1608 Las Plumas, San Jose*

6. Costs, Documentation, and Reimbursements

Cities will be billed on a cost recovery basis. Costs of emergency events will be tracked and billed separately. Emergency funding applications pending from the State or Federal government for reimbursements in no way relieves the City of responsibility to make timely payment to the County in accordance with the terms of the AGENCY AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM.

The County agrees to provide the City with a detailed accounting of services provided for an emergency collection. Documentation will track the time and materials of staff, outside contractor expenses, and quantities and types of waste collected to demonstrate that the wastes were generated above and beyond existing collection programs.

Services to businesses will be provided on a cost recovery basis and according to Section 12 of the AGENCY AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM, which includes program administration, on-site collection,

transportation, and disposal costs. The County will assume responsibility for collecting fees from participating businesses.

7. State and Federal Assistance and Funds

It is the City responsibility to pursue reimbursement from State or Federal agencies.

State Office of Emergency Services (OES)

The OES is responsible for requesting assistance on behalf of local jurisdictions for resources beyond the capability of the jurisdiction. State assistance may include assistance available from State, Federal, or private sources. If a local jurisdiction is declared a state disaster area, and the local jurisdiction deems that the needs of the disaster response are beyond its capabilities, then the local jurisdiction can request assistance and reimbursement of costs from OES.

Follow Standardized Emergency Management System (SEMS)

All requests and emergency responses must be in accordance with the SEMS. The State Department of Toxic Substances Control may have funding available for hazardous waste response and collection.

Federal Assistance

If a state disaster area is declared a federal disaster, then federal funding assistance may be available through the State OES. Funding and assistance may be available from Federal agencies such as FEMA and the U.S. EPA.

Damage estimates: The city should provide to the State OES estimates of damages and a "scope of work requested." It is recommended that the local HHW coordinator meet ahead of time with local emergency agencies or State OES contacts regarding the proper procedures and wording of requests for assistance.

Funding Process: The funding process may vary depending on the unique circumstances of the disaster. The process can either be the traditional FEMA reimbursement process, or by direct assistance from EPA.

REFERENCES

California Integrated Waste Management Board, Integrated Waste Management Disaster Plan: Guidance for local government on disaster debris management, January 1997.

Emergency Planning Contacts and Personnel

Primary County Contact: County of Santa Clara
Consumer and Environmental Protection Agency
Recycling and Waste Reduction Division
Household Hazardous Waste Program
ATTN: Hazardous Materials Program Manager
(408)-918-1967

For Non-Emergency after-hours, contact County Communications at: (408) 977-3220

Responsibility: Coordinate and establish proper collection and disposal methods for household hazardous waste. Assess the need for HHW and CESQG services in consultation with the City and other operations.

Cal OES Public Safety Communications Main Office

601 & 630 Sequoia Pacific Boulevard
Sacramento, CA 95811
(916) 657-9494

Cal OES

3650 Schriever Avenue
Mather, CA 95655-4203
(916) 845-8510

CHEMTREC Emergency number, (800) 424-9300
Non-emergency (800) 262-8200

Chemtrec is a public service established by the Chemical Manufacturers Association. The Center was developed as a resource for obtaining immediate emergency response information to mitigate accidental chemical releases, and as a means for emergency responders to obtain technical assistance from chemical industry product safety specialists, emergency response coordinators, toxicologists, physicians, and other industry experts to safely mitigate incidents involving chemicals.

EXHIBIT B-2D (revised)

INSURANCE REQUIREMENTS FOR
ENVIRONMENTAL SERVICES CONTRACTS

(Hazardous Waste Disposal, Remediation Services, Environmental Consulting, etc.)

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-2D (revised)

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Products/Completed Operations aggregate - \$2,000,000
 - d. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Products/Completed
 - c. Personal Injury liability
 - d. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the

EXHIBIT B-2D (revised)

additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles. Coverage shall include Environmental Impairment Liability Endorsement MCS90 for contracts requiring the transportation of hazardous materials/wastes.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Contractors Pollution Liability Insurance

Coverage shall provide a minimum of not less than five million dollars (\$5,000,000) per occurrence and aggregate for bodily injury, personal injury, property damage and cleanup costs both on and offsite.

7. Professional Errors and Omissions Liability Insurance (required for contractors providing professional services, such as through a professional engineer, registered geologist, etc.)

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.

EXHIBIT B-2D (revised)

- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

8. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions

The following provisions shall apply to this Agreement:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
- 2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
- 3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
- 4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or

EXHIBIT B-2D (revised)

countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.



City of Sunnyvale

Agenda Item

21-0408

Agenda Date: 4/20/2021

REPORT TO COUNCIL

SUBJECT

Extension of Lease Agreement with Sunnyvale Community Services at 725 Kifer Road

BACKGROUND

On November 5, 2019 Council approved RTC No. 19-0881 for the acquisition of 725 Kifer Road from Sunnyvale Community Services (SCS). The transaction included a lease back of the property for one year with the option to extend for 6 months. This was to allow SCS to continue serving the community while completing tenant improvements at the new facility. SCS exercised their renewal option which expires on May 26, 2021.

EXISTING POLICY

Council Policy 5.1.1

Goal 5.1G: Enhance the provision of health and social services to Sunnyvale residents by providing opportunities for the private marketplace to meet the health and social service needs of City residents.

Policy 5.1G.1: Encourage the co-location of health and social service providers in Sunnyvale to facilitate the availability of such services.

Policy 5.1G.2: Provide incentives, such as co-location privileges or rent subsidies, to attract private agencies to provide needed health and social services.

ENVIRONMENTAL REVIEW

Approving the extension of a Lease Agreement 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. Any future development shall be subject to CEQA requirements.

DISCUSSION

The COVID-19 Pandemic and the Shelter in Place orders issued by the County of Santa Clara resulted in the delay of completion of tenant improvement at the new location. To ensure continuous service to the community, SCS approached the City requesting an extension of their Lease until the end of December 2021. The Lease will be extended on a month to month basis to allow the flexibility of terminating sooner, should the new facility become ready before December 31, 2021. The extension will be at the same terms and conditions of the original Lease with rent at a nominal rate of \$1.00.

FISCAL IMPACT

The original lease was for one dollar for the entire term. This extension would continue under those same terms, therefore there is no fiscal impact from this action.

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. In addition, the agenda and report are available at the Office of the City Clerk and on the City's website.

RECOMMENDATION

Authorize City Manager or his designee to execute a First Amendment to Lease of Real Property in substantially the same form as Attachment 1 of the staff report for 725 Kifer Road with Sunnyvale Community Services.

Prepared by: Sherine Nafie, City Property Administrator

Reviewed by: Chip Taylor, Director, Public Works

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. First Amendment to Lease of Real Property at 725 Kifer Road in Sunnyvale, California
Between City of Sunnyvale and Sunnyvale Community Services

**FIRST AMENDMENT TO LEASE
OF REAL PROPERTY AT 725 KIFER ROAD IN
SUNNYVALE, CALIFORNIA
BETWEEN CITY OF SUNNYVALE AND
SUNNYVALE COMMUNITY SERVICES**

This First Amendment to the lease of real property ("First Amendment"), dated _____, 2021, for reference purposes, is hereby entered into between the City of Sunnyvale ("Lessor"), a California municipal corporation and Sunnyvale Community Services, a California non-profit benefit corporation ("Lessee"); collectively referred to as "the Parties".

RECITALS

WHEREAS, on November 13, 2019, the Parties executed a Lease of Real Property at 725 Kifer Road ("Lease Agreement") with an original term of twelve (12) months that commenced on November 27, 2019; and

WHEREAS, on September 2020, the Lessor exercised the option to extend the Original Lease Term until May 26, 2021; and

WHEREAS, the Parties have agreed to an additional extension of the Lease Term so that the Lessor may complete its tenant improvements at its new property located at 1160 Kern Avenue (APN: 205-24-002).

NOW THEREFORE, the Parties agree that the following Sections of the Lease Agreement are hereby modified as follows:

I. The following language shall replace Section 3 of the Lease Agreement:

3. TERM. The term of this Lease Agreement shall be extended on a month-to-month basis until December 31, 2021.

II. The following language shall replace Section 5 of the Lease Agreement:

5. OPTION TO TERMINATE EARLY. Lessee shall have the right to terminate the Lease Agreement early by providing Lessee thirty (30) days prior written notice to terminate the Lease Agreement and vacate the Premises.

All other terms and conditions not expressly modified by this First Amendment shall remain in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, Lessor and Lessee have executed this First Amendment on the day and year written above.

ATTEST:
City Clerk

LESSOR
CITY OF SUNNYVALE

By: _____
City Clerk

By: _____
City Property Administrator

APPROVED AS TO FORM:

LESSEE
SUNNYVALE COMMUNITY SERVICES

By: _____
City Attorney

By: _____

Title _____

Its _____



City of Sunnyvale

Agenda Item

21-0428

Agenda Date: 4/20/2021

REPORT TO COUNCIL

SUBJECT

Appoint Mr. Russell Brunson and Ms. Lori Parris to the NOVA Workforce Board

BACKGROUND

The federal Workforce Innovation and Opportunity Act (WIOA) stipulates the composition, roles and responsibilities of the local workforce board. The local chief elected official appoints the local workforce board. The Sunnyvale City Council serves as the Local Chief Elected Official for the NOVA consortium. The local workforce board (NOVA Board) determines how many seats are on the board. It is required to have a majority of representatives from business and representation from at least the following stakeholders:

- Business Executives (majority and chair)
- Education providers from adult education and higher education
- Labor and community-based organizations representing the workforce
- Economic and community development agencies
- State agencies representing employment development and vocational rehabilitation programs

The roles and responsibilities of NOVA Board members include (but are not limited to):

- Take a leadership role in forging a strong and vital partnership between business and the workforce development community, resulting in an entrepreneurial, market-driven, accountable and exceptional workforce development system;
- Contribute specific expertise from key industries and articulate evolving industries' needs, critical to aligning the workforce with the jobs of the 21st Century;
- Develop and approve policy for workforce initiatives in NOVA service-delivery area;
- Help create and provide oversight of a local strategic plan and participate in the development of a regional plan;
- Evaluate and monitor program performance according to specified outcomes and measures; and,
- Promote the NOVA Board and workforce through collaboration and relationship building with other businesses, local workforce boards, organizations and groups.

EXISTING POLICY

Council Policy 5.1.1: Socio-Economic - Goals and Policies: Education and Training Goal 5.1F: Provide job training and employment services, within constraints of operative Federal regulations and available Federal funding, to address the locally-determined employment and training needs of economically disadvantaged residents and others with special needs.

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)(5) in that it is a

governmental, organizational or administrative activity that will not result in direct or indirect changes in the environment.

DISCUSSION

The NOVA Board Nominating Committee is comprised of Councilmember Gustav Larsson, NOVA Board Co-Chair Andy Switky and Board member Carl Cimino. The committee is charged with the responsibility of recommending candidates for appointment to the NOVA Board, for consideration by the City Council. The Nominating Committee is recommending the appointment of Mr. Russell Brunson and Ms. Lori Parris because of the individual strengths and assets they can bring to the NOVA Board. In addition, their appointments will fill WIOA-mandated seats representing the workforce with barriers to employment and adult education, respectively.

About the Candidates:

Mr. Russell Brunson

Director of Administrative Services, Santa Clara County Housing Authority

The Santa Clara County Housing Authority (SCCHA), through partnerships in the community, develops and subsidizes housing for over 17,000 households, which enables low-income residents achieve financial stability and self-reliance. As part of the U.S. Department of Housing and Urban Development's Moving to Work program, SCCHA also promotes access to education, job-readiness and suitable work for participants who often face barriers to employment. As Director of Administrative Services, Mr. Brunson is responsible for managing human resources, information technology, procurement and customer service operations for the organization. He brings to the Board more than twenty years of experience managing both nonprofit and public sector organizations in a variety of areas, including recruitment and staffing practices, youth services, labor relations, housing/rent stabilization, and mediation. He has a particular interest in youth development, connecting youth to mentors and education and training opportunities that will equip them with the skills to succeed. Mr. Brunson's contributions will be invaluable to the Board as it seeks to prepare all workers for inclusive, sustainable employment with access to affordable housing, so they may live and work in this region.

Ms. Lori Parris

Assistant Director, San Mateo Adult School

The San Mateo Adult School (SMAS) serves the communities of Burlingame, Foster City, Hillsborough, Millbrae, San Bruno, and San Mateo. It offers programs in career education, adult secondary education, English as a Second Language, classes for mature adults to optimize fitness, courses that promote a healthy lifestyle, and foreign language instruction. As Assistant Director, Ms. Parris oversees the career education, adult secondary education and community-based programs for SMAS and is actively involved in the school-wide equity planning efforts. She also serves as co-director of the Accel Consortium, an alliance of adult schools and community colleges in San Mateo County, spearheading new opportunities for collaboration among education providers. Ms. Parris brings to the Board over twenty years of experience in education, with expertise in career technical education, and the technology industry and can offer diverse customer perspectives. In addition, she can leverage her extensive regional networks to support future partnerships between the education and workforce development communities. Ms. Parris' contributions will be invaluable to the Board as it seeks innovative models for preparing the future workforce through in-demand, affordable, accessible and superior training programs in an "earn and learn" environment.

These appointments comply with the requirements of the federal Workforce Innovation and Opportunity Act.

FISCAL IMPACT

No fiscal impact

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. In addition, the agenda and report are available at the Office of the City Clerk and on the City's website.

RECOMMENDATION

Appoint Mr. Russell Brunson and Ms. Lori Parris to the NOVA Workforce Board.

Prepared by: Eileen Stanly, Analyst, NOVA Workforce Services

Reviewed by: Kris Stadelman, Director, NOVA Workforce Services

Reviewed by: Jaqui Guzmán, Deputy City Manager

Approved by: Kent Steffens, City Manager



City of Sunnyvale

Agenda Item

21-0451

Agenda Date: 4/20/2021

REPORT TO COUNCIL

SUBJECT

Approve Local Plan for NOVA and Regional Plan for Bay Peninsula Regional Planning Unit

BACKGROUND

The federal Workforce Innovation and Opportunity Act (WIOA) requires local workforce boards in a state-designated planning region (Regional Planning Unit or RPU) to engage in a regional planning process. This regional plan describes workforce development activities and service strategies. It also incorporates local plans developed by each of the local boards within the planning region. The Bay Peninsula RPU encompasses three workforce boards, including NOVA, San Jose-based work2future and San Francisco.

The State Plan is the overarching policy document for local and regional plans. It establishes the state's vision and direction and serves as a conceptual outline for local boards and their partners as they jointly develop these plans. The State Plan also designates required regional partners that include representatives from industry sectors, economic development, education, workforce development, rehabilitation, and other community-based organizations serving the diverse needs of residents. Because individuals experience the workforce system through local programs, the Local Plan operationalizes local program access, service-delivery strategies and collaboration with partner agencies within a regional framework. The Regional Plan provides the roadmap for cross-jurisdiction service outcomes and aligns local programs with regional labor markets and industry sectors that drive regional employment.

WIOA requires that local and regional plans be developed every four years, with modifications to these plans completed in the middle of this four-year period. In 2017, the Council approved the Local Plan for program years (PY) 2017 to 2020 at its Feb. 28, 2017 meeting (RTC#17-0042) and the Regional Plan for the same period at its Sept. 12, 2017 meeting (RTC#17-0860). The modifications to the plans were approved at the May 21, 2019 Council meeting (RTC#19-0489). In 2021, State Directive WSD20-05 requires that local boards develop new local and regional plans for PY 2021 to 2024.

EXISTING POLICY

Council Policy 5.1.1: Socio-Economic - Goals and Policies: Education and Training Goal 5.1F: Provide job training and employment services, within constraints of operative Federal regulations and available Federal funding, to address the locally-determined employment and training needs of economically disadvantaged residents and others with special needs.

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)(5) in that it is a

governmental, organizational or administrative activity that will not result in direct or indirect changes in the environment.

DISCUSSION

State Directive WSD20-05 stipulates the mandatory components for local and regional plans to achieve alignment with the State Plan. The Local Plan is required to:

- Identify how the local board and partners will coordinate services and resources; work towards co-enrollment and/or common case management as a service-delivery strategy; facilitate access to services through the one-stop service system; and coordinate workforce and education activities with supportive services; and
- Describe local board coordination with state strategic partners, including county health and human services agencies CalFresh Employment and Training services, local child support agencies non-custodial parent program, local partners who serve individuals with developmental and intellectual disabilities, and community-based organizations who serve English language learners, immigrant clients, and/or refugees.

The Regional Plan is required to:

- Provide an analytical overview of the region including economic and workforce trends, education and skill levels of workers, and industries and occupations with emerging demand;
- Foster demand-driven skills attainment that includes identifying in-demand industry sectors and ways the RPU will expand or further develop workforce initiatives for these sectors;
- Enable upward mobility for all Californians that includes supporting equity, improving job quality and advancing prosperity for target populations with barriers to employment; and
- Align, coordinate and integrate programs and services through leveraged resources to provide services, training, and education to meet customer needs.

The three local workforce boards of the Bay Peninsula RPU worked together with partner agencies to develop the local and regional plans. A stakeholder community engagement meeting was convened virtually to discuss the workforce needs of the community, with nearly 100 participants in attendance representing a broad range of diverse organizations. In addition, NOVA distributed the local and regional plans to over 100 community partners during a 30-day public review and comment period. Two public comments were received providing input on the proposed plans, which have been added to the public comments section of the plans. The first comment asked that strategies to serve at-risk youth be included in the plan, was not part of the State Directive WSD20-05. The second comment expressed concerns with the impact of automation on low-wage workers, the importance of internet literacy for the future workforce, and the value of partnering with local government and COVID recovery efforts on future initiatives. NOVA has fully supported these concepts in its work in the community.

Both the local and regional plans have effectively addressed the requirements stipulated by the State. The plans provide a seamless blueprint for a comprehensive workforce system that impacts poverty through sustainable employment, promotes income mobility by equipping workers with the skills that employers demand, and embeds equity as a cornerstone of service delivery by ensuring access for all residents. The plans can be viewed on Attachment 1.

The NOVA Workforce Board approved the Local Plan for NOVA and the Regional Plan for the Bay Peninsula RPU at its March 24, 2021 meeting.

FISCAL IMPACT

No fiscal impact.

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. In addition, the agenda and report available at the Office of the City Clerk and on the City's website.

RECOMMENDATION

Approve the Local Plan for NOVA and the Regional Plan for the Bay Peninsula Regional Planning Unit.

Prepared by: Eileen Stanly, Analyst

Reviewed by: Kris Stadelman, Director, NOVA Workforce Services

Reviewed by: Jaqui Guzmán, Deputy City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENT

1. Local Plan and Regional Plan



RTC #: 21-0451

Document Title: Local Plan and Regional Plan

Link: Local Plan: <https://novaworks.org/documents/2021q1/LocalPlan.pdf>

Regional Plan: <https://novaworks.org/documents/2021q1/RegionalPlan.pdf>



City of Sunnyvale

Agenda Item

21-0066

Agenda Date: 4/20/2021

REPORT TO COUNCIL

SUBJECT

Housing Strategy: Update and Discussion on Sunnyvale Mobile Home Park Memorandum of Understanding

BACKGROUND

On October 13, 2020, Council approved the 2020 Housing Strategy (RTC No. 20-0809). The Housing Strategy resulted in thirteen new policy recommendations called “strategies” and the City Council prioritized the strategies by categorizing each strategy as Tier 1, Tier 2 or Tier 3. Tier 1 strategies are to begin implementation in FY 2020/21, Tier 2 in FY 2021/22, and Tier 3 strategies are to be implemented as time and funding allow.

Mobile home park policy was one of the main features throughout the Housing Strategy and resulted in the most outreach events and most feedback from the community. The Housing Strategy considered two options for rent stabilization: a formal Rent Stabilization Ordinance or a Memorandum of Understanding (MOU)/Accord; the City Council ranked the MOU/Accord Tier 1. Due to the Council and community interest, work began immediately on the MOU discussions with key stakeholders (Mobile Home Park land owners and Mobile Home Park residents).

On December 8, 2020, the Council approved the MOU Scope of Work and budget (RTC No. 20-0898) associated with hiring BAE Urban Economics and Goldfarb and Lipman as consultants to lead the MOU process (Attachment 1). Official discussions on the MOU began on January 14, 2021.

EXISTING POLICY

General Plan: 2015-2023 Housing Element

GOAL HE-1 ADEQUATE HOUSING - Assist in the provision of adequate housing to meet the diverse needs of Sunnyvale’s households of all income levels.

GOAL HE-2 ENHANCED HOUSING CONDITIONS AND AFFORDABILITY - Maintain and enhance the conditions and affordability of existing housing in Sunnyvale.

- **Policy HE-2.6** Preserve Sunnyvale’s mobile home parks as an affordable housing option. Maintain at least 400 acres of mobile home park zoning.

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

On December 8, 2020, the Council approved the MOU Scope of Work and budget associated with hiring BAE Urban Economics and Goldfarb and Lipman as consultants to lead the MOU process (Attachment 1). Between that time and the formal meetings with stakeholders, staff worked to establish the formal representatives for each set of stakeholders; established a URL website (Sunnyvale.ca.gov/HousingStrategy) for ease of sharing information, and sent a notification mailer to all Sunnyvale mobile home park addresses notifying households of how to participate in the general process. Official conversations on the MOU began on January 14, 2021.

Stakeholders

The City established two stakeholder groups for the MOU Negotiations. Together, these two stakeholder groups make up the MOU Working Group. Attachment 2 shows which parks have representatives for the stakeholder discussions.

- Mobile Home Park Owners and/or Representatives
 - Thirteen seats were available for the owner or their representative of each mobile home park in Sunnyvale. As some companies own or operate multiple parks, there are a total of eleven stakeholders on the Owner Stakeholder Group.
- Mobile Home Park Residents
 - Thirteen seats were available for residents interested in representing the mobile home park they reside in. As Sunnyvale Mobile Home Park Alliance (SMHPA) is the only operating park resident group in Sunnyvale, City staff asked the SMHPA Board of Directors to lead the process in recruiting park residents. Twelve residents and one Attorney make up the Resident Stakeholder Group. The twelve residents represent eight of Sunnyvale's thirteen parks. All mobile home park residents were invited to participate; the group is essentially self-selected by interested residents.
 - The Resident Stakeholders Group also communicates with the greater mobile home park resident population through social media, the SMHPA website, and general membership meetings.

To date, nearly all stakeholders have attended all of their designated meetings. While there has been lesser involvement from a couple of parks, the progress being made is still substantial.

MOU Meetings

A total of ten private meetings have taken place since the kick-off meeting on January 14, 2021; four MOU Working Group meetings and three meetings each with the Resident Stakeholders and Owner Stakeholders individually. Limited meeting dates are scheduled following this Council meeting; however, meetings may be added depending on Council and community feedback as needed to reach the goal of trying to finalize the draft MOU by July 13, 2021 (revised City Council agenda date).

Current MOU Progress

To date, 17 key terms have been identified to be included in the MOU and have been thoroughly discussed between the two stakeholder groups and are listed below. Five of these terms were identified by the Council as items that must be included in the agreement, those terms are starred.

- Annual Rent Increase*
 - Includes Minimum and Maximum

- Rent Increase on Unit Turnover*
- Capital Projects/Investments
 - Provisions for Capital Replacements
 - Provisions for Capital Expenses Already Underway
 - Provisions for New Capital Investments/Projects*
 - Disappearing Amenities/Services
- Other Pass Throughs
 - Property Tax*
 - Disaster-Related Costs
 - Government Mandated Costs
- Retroactivity of Agreement*
- Dispute Resolution
- Safety Net Program
- MOU Effect on Subsequent Park Owners (i.e. Land Recordation)
- Duration of MOU
- Exclusions
- Mobile Home Units Owned by Park (i.e. renter occupied, rental units)
- Mobile Home Units Not Primary Residence (i.e. second home)

With all terms identified, frequent meetings have allowed the MOU Working Group to narrow down their positions. While not all positions have been finalized, and not all positions are equal, progress continues to be made. Staff sees progress toward finding mutually acceptable terms and expects that by continuing discussions with the owners and residents a draft MOU can be ready for the City Council in the coming months.

Attachment 3 outlines all terms and the current positions of the owners and residents and refers to various example MOUs to compare the terms. As discussions and positions come closer, staff has made recommendations to the group on compromises to ensure a draft MOU will be ready in the coming months. These recommendations/ compromises have so far encouraged further discussions, and have been shared with the stakeholders on several occasions ahead of meetings for the stakeholder groups to consider internally before a negotiation meeting.

Key Considerations

The balance of terms is a main component of this agreement; changes in one term can alter the positions toward other terms or the agreement in its entirety. Being able to accommodate the unanimous agreement of all park owners and to satisfy the residents is challenging; compromises may be needed to result in an agreement that meets most of the needs of current and future residents and works for the property owners. The MOU cannot reverse past rent increases or property sales, but it can preserve mobile homes as a more cost effective housing opportunity in Sunnyvale for current and future residents. Staff finds that while additional refinement is needed, the owners have strived to establish parameters that immediately positively impact existing residents and protect future residents. The residents stated that their goals include supporting existing residents with equity and preserving the affordability of mobile homes for future residents.

MOU vs. Rent Stabilization Ordinance (RSO)

As previously mentioned, the City Council chose an MOU over an RSO during the Housing Strategy

adoption in late 2020. It is important to understand that while there are a handful of differences between the two policy options, the oversight and process are considerably different. As this is the first mobile home park rent policy in Sunnyvale, the MOU allows ample flexibility in determining the critical balance between the needs of the residents and economic feasibility for the park owners.

Key Issues	RSO Ordinance	MOU/Agreement
Cap on Rent Increases	✓	✓
Vacancy Control	✓	✓
Park Owner Petition Process to ensure Fair Return on Investment	✓	x
Mediation/ or other form of dispute resolution	✓	✓
Park Owner Voluntary Compliance	x	✓
City Administration – Rent Commission and/or hearing process	✓	x
Just Cause for Eviction for space renters (MRL dictated)	✓	✓
MH Space Renters AND MH Renters	✓	✓
City Enforcement	✓	?
"Opt in" or Long-term Lease Signing Required	x	✓

One large factor of an RSO is the requirement of a rent board or administrative hearing process where residents can petition reduced services or rent increases, and owners can petition fair rates of return. The cost of operating an RSO is typically covered by an administrative fee charged to the mobile home park based on number of spaces, often passed through to the residents. As a result, RSOs often come with a greater rate of litigation.

Renter Occupied Mobile Homes

Sunnyvale has two fully renter occupied mobile home parks, Ranchero and Thunderbird, and Aloha which offers rental mobile home units in addition to RVs and traditional apartments. The park owners of these three parks are involved in the continuing MOU discussions; however, most of the critical MOU terms do not apply to rental parks. While the stakeholders recommend excluding rental parks and any renter occupied mobile home unit from the MOU as they are also excluded from the Mobile Home Residency Law, staff recommends a future policy to ensure these residents receive protections in one form or another. Other jurisdictions have covered renter occupied mobile homes through tenant protection ordinances, applying the mobile homes to the State Rent Control Law, or other mechanisms outside of traditional RSOs or MOUs. Staff is seeking Council feedback on excluding renter owned units from the current MOU and addressing these housing units as part of a future Housing Strategy.

FISCAL IMPACT

At this point, no fiscal impact has been identified for the MOU. As negotiations finalize and

parameters for each of the terms are completed, staff will have a better understanding of potential internal and external costs associated with implementing the MOU.

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. In addition, the agenda and report are available at the Office of the City Clerk and on the City's website.

ALTERNATIVES

1. Direct staff to continue to negotiate final terms with MOU Stakeholders.
2. Determine that there is insufficient progress on the MOU and direct staff to not continue with the MOU and direct staff to proceed with development of a Rent Stabilization Ordinance.
3. Other action as determined by City Council.

STAFF RECOMMENDATION

Alternative 1: Direct staff to continue to negotiate final terms with MOU Stakeholders.

Staff believes that stakeholders have made significant progress in defining terms and that an MOU can be established through remaining conversations. While the timeline may be delayed in bringing the draft MOU to Council for final consideration due to the complexity of the remaining terms, the final MOU can support both the residents and owners in a more timely manner than other forms of mobile home policy could.

In addition, staff is seeking guidance from the Council on including or excluding renter occupied mobile home units (mobile home units owned by park owners) from the MOU. Should the Council wish to include these units, certain sections of the MOU may be carved out that do not apply to renter occupied units; however, if the Council decides to exclude these units, a future Housing Strategy policy such as the Right to Lease Ordinance or Tenant Protection Ordinance could provide a level of tenant protections to mobile home renters at a later date, outside of the MOU process.

Prepared by: Jenny Carloni, Housing Officer

Reviewed by: Trudi Ryan, Director of Community Development

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. MOU Scope of Work
2. Overview of MOU Stakeholders by Mobile Home Park
3. Draft MOU Terms and Current Positions as of April 8, 2021.
4. Correspondence Received as of April 14, 2021

Sunnyvale Mobile Home Park Memorandum of Understanding (MOU)/Accord

Scope of Work

*Facilitate Memorandum of Understanding Between
City of Sunnyvale
and Sunnyvale Mobile Home Park Owners*

As a result of the recently approved Sunnyvale Housing Strategy Project, this additional set of tasks is structured to assist the City of Sunnyvale in developing a memorandum of understanding (MOU) between the City and mobile home park owners regarding space rentals in the mobile home parks within the city. Mobile home park residents are key stakeholders and will have a significant role in development of the MOU. The process is designed to have the majority of negotiations and draft document in approximately six months, per the adopted 2020 Housing Strategy. The goal of the project being all parties ratifying an MOU or, failing that, the City will undertake the process of developing a mobile home park rent stabilization ordinance (RSO).

By involving the Sunnyvale City Council in the process of developing the MOU, the City will also be advancing the process of establishing a mobile home park RSO, if that should be needed, by soliciting the City Council's input and direction regarding the key terms and conditions that the City Council would like to see in either an MOU or an RSO that guides mobile home park space rents within the city. If the MOU process is not successful, the Council's involvement will position the Council to quickly develop terms of an RSO. Further, by providing input during the MOU development process, the Council will signal to mobile home park owners and residents its preferences for an RSO if the MOU process fails.

BAE Urban Economics and Goldfarb & Lipman will assist the City of Sunnyvale with the MOU process as follows:

1. Kick-Off Meeting with City Council

The consultant team will attend a City Council meeting to kick off the MOU process by presenting a workplan, currently slated for December 8, 2020. The consultant team will collaborate with City staff to provide an overview of the MOU process (City staff), overview of relevant MHP law (Goldfarb) and basic MOU features (BAE). The latter will include a potential range of key terms, including those identified by the City Council to incorporate on October 13, 2020, such as allowed rate of annual rent increase during continued residency and the allowed rate of increase upon vacancy; provisions for capital improvement cost pass-throughs, property tax pass throughs, retroactivity of the MOU and other issues. The meeting will provide the opportunity for staff and consultants to solicit initial concerns and input from the City Council before the formal negotiation meetings begin in early 2021. *This meeting and all other meetings in this scope of work are assumed to be conducted via Zoom or other web-*

based platform, to be hosted by City staff, and it is assumed that City staff will handle all required public noticing any desired direct outreach to relevant stakeholders.

2. Meeting #1 with Park Owners and Residents

The consultant team will attend a meeting with City staff, mobile home park owner representatives, and mobile home park resident representatives to initiate the MOU preparation process no earlier than January 2021. Team will provide an overview of the MOU process (City staff), overview of relevant MHP law (Goldfarb) and MOU features (BAE). The latter will include a potential range of key terms, including the terms identified by the City Council which include: allowed rate of annual rent increase during continued residency and the allowed rate of increase upon vacancy; provisions for capital improvement cost pass-throughs, property tax pass through, retroactivity of the MOU dating back no later than October 13, and other issues, including a summary of any City Council input on these items from the December 8 City Council meeting. The team will solicit concerns and input from all parties, including initial input on preferences for key MOU terms.

Prior to this meeting, City staff shall have worked with the park owners and the park residents to organize and designate representatives to represent their respective interests. A formal outline of the two representative groups will be established by City Staff prior to Meeting #1 and presented to the two representative groups. The outline will establish the maximum amount of individuals per representative group, the process to ensure all residents and owners have the chance to provide feedback outside of the formal meetings, and a format (if necessary) to limit the number of speakers during each negotiating meeting to ensure efficiency in negotiations.

After the meeting, BAE will prepare a draft summary for the team to review and provide any refinements. BAE will finalize the meeting summary and submit it to City staff for posting.

3. Round 1 of Separate Meetings with MHP Owners and Residents Representatives (2 meetings total)

For this task, the team will conduct one separate meeting each, with park owner and park resident representatives, to get initial input on contents of an MOU term sheet, including “must haves” and “nice to have” features and provisions.

After the meetings, BAE will prepare a draft summary for the team to review and provide any refinements. BAE will finalize the meeting summary and submit it to City staff for posting on the City’s Housing Strategy website and sharing with the Housing and Human Services Commission and City Council, as needed.

4. Meeting #2 With Park Owners and Residents

The team will hold one meeting for park owners and residents to meet and discuss the results of the Round 1 meetings. The team will present the summary of the MOU Term Sheet items and get input from all parties on whether any key terms are missing. The group will then have an initial discussion of the range values or parameters for term sheet items expressed by each side (e.g., a term sheet “item” would be the allowable annual increase in space rent during continued residency; the residents may say the “parameter” for this term should be no more than CPI and the owners may say the term should allow up to CPI plus 5%).

After the meeting, BAE will prepare a draft summary for the team to review and provide any refinements. BAE will finalize the meeting summary and submit it to City staff for posting.

5. Meeting #2 with City Council

The team will participate in a second meeting with the City Council. This will be structured as a work session to present the Draft MOU Term Sheet, and the items and parameters discussed by the park owners and park residents. The presentation will highlight areas of agreement and areas of disagreement. This discussion will provide the opportunity for the City Council to weigh in on MOU term sheet and provide input on the direction the Council would like for resolving any inconsistencies between the park owners and park residents.

If the meeting is held as a public meeting (instead of closed session) this would provide individual park residents, individual park owners, and/or members of the general public to give input on the MOU development.

After the meeting, BAE will prepare a draft summary for the team to review and provide any refinements. BAE will finalize the meeting summary and submit it to City staff for posting.

6. Meeting #3 with Residents and Park Owners

The team will attend a meeting with park owner and park resident representatives to present the Draft MOU Term Sheet, highlighting areas of agreement and the range of values expressed by both sides for any areas of disagreement. In addition, the team will summarize input from the City Council. The group will then discuss potential compromises on remaining MOU Term Sheet items and identify any areas of successful compromise.

After the meeting, BAE will prepare a draft summary for the team to review and provide any refinements. BAE will finalize the meeting summary and submit it to City staff for posting.

7. Round 2 of Separate meetings with MHP Owners and Residents (2 meetings total)

For this task, the team will conduct one separate meeting each, with park owner and park resident representatives, to get input on potential compromises on MOU Term Sheet items that are still outstanding.

After the meetings, BAE will prepare a draft summary for the team to review and provide any refinements. BAE will finalize the meeting summary and submit it to City staff for posting.

8. 4th Meeting with Park Residents and Owners

For this task, the team will attend a meeting with park owner and park resident representatives to present the Draft MOU Term Sheet, highlighting areas of agreement and summarizing the range of values expressed by both sides, and suggested compromises, based on the input gathered in the Round 2 separate meetings. Owner and resident representatives will then discuss potential compromises and identify any areas of successful compromise.

After the meetings, BAE will prepare a draft summary for the team to review and provide any refinements. BAE will finalize the meeting summary and submit it to City staff for posting.

9. 3rd Meeting with City Council

For this task, the team will conduct a work session with the City Council to report on progress and get the Council's input on possible compromises on remaining outstanding MOU Term Sheet items.

If the meeting is held as a public meeting (instead of closed session) this would provide opportunity for individual park residents, individual park owners, and/or members of the general public to give input on the MOU development.

After the meeting, BAE will prepare a draft summary for the team to review and provide any refinements. BAE will finalize the meeting summary and submit it to City staff for posting.

10. 5th Meeting with Park owners and Residents

Task 10.a. The team will hold a meeting with park owner and park resident representatives to review and discuss remaining outstanding MOU Term Sheet items. The group will work to resolve any outstanding points of disagreement on MOU terms and parameters.

After the meeting, BAE will prepare a draft summary for the team to review and provide any refinements. BAE will finalize the meeting summary and submit it to City staff for posting.

Task 10.b If the meeting is successful in resolving all outstanding MOU Term Sheet items, Goldfarb will draft the MOU consistent with the agreed-upon terms. Goldfarb will submit an Administrative Draft MOU for review and comment by City staff and BAE. Upon receipt of comments on the Administrative Draft, Goldfarb will make revisions and submit a Draft MOU to City staff for posting, and distribution to mobile home park owner and park resident representatives.

11. 4th Meeting with City Council

The team will participate in a public hearing to report on status of MOU (including review of Draft MOU, if prepared in Task 10.b) and get City Council direction to either continue with MOU negotiations to finalize MOU Terms and prepare the Draft MOU, or to terminate the MOU process and begin the process of drafting a mobile home park rent stabilization ordinance.

After the meeting, BAE will prepare a draft summary for the team to review and provide any refinements. BAE will finalize the meeting summary and submit it to City staff for posting.

Should the City Council direct continued work on the MOU, this may require authorization of an augmented consultant scope and budget if the contingency budget included with Task 13 is not sufficient.

12. Preparation of Meeting Notes, Coordination with City Staff

This task includes time for BAE to manage the consultant team and coordinate with City staff as necessary to schedule meetings, review progress, etc., via e-mail and web meetings. Goldfarb will participate in web meetings as necessary. BAE will also prepare notes to summarize each meeting, as noted in individual tasks, above.

13. Contingency

This task is a placeholder for additional work that may be identified as necessary to support the MOU development during the process. For example, this contingency could cover additional work to finalize the MOU if it is not completed by the 4th meeting with the City Council. Alternatively, this contingency could also provide limited time for the consultant team to conduct additional research or analysis to support the MOU negotiation process, accommodate additional meetings that may be requested during the process, etc.

Preliminary Schedule

Estimated Completion

- | | |
|---|-------------------------|
| 1. Kick-Off Meeting with City Council | (December 8, 2020) |
| 2. Meeting #1 with Park Owners and Residents | (Week of Jan. 4-8) |
| 3. Round 1 of Separate Meetings with MHP Owners and Residents | (Week of Jan. 25-29) |
| 4. Meeting #2 With Park Owners and Residents | (Week of Feb. 8-12) |
| 5. Meeting #2 with City Council | (Week of Feb. 22-26) |
| 6. Meeting #3 with Residents and Park Owners | (Week of Mar. 8-12) |
| 7. Round 2 of Separate meetings with MHP Owners and Residents | (Wk. of Mar. 29-Apr. 2) |
| 8. 4 th Meeting with Park Residents and Owners | (Week Ap. 12-16) |
| 9. 3 rd Meeting with City Council | (Week Apr. May 2-7) |
| 10. 5 th Meeting with Park Owners and Residents | (Week May. 17-21) |
| 11. 4 th Meeting with City Council | (Week June 14-18) |

Budget

Following is budget for completion of the above scope of work. The consultant will complete the scope of work for Tasks 1 through 12 on a fixed-fee basis, for a total cost of \$68,480. The consultant team will only complete work and bill against the contingency budget listed under Task 13 upon authorization of the City's project manager. The total project cost will not exceed \$81,380 unless the scope of work is amended.

Sunnyvale MOU Working Group Representatives

Park	Owner Rep	Resident Rep
Adobe Wells	Yes	Yes
Aloha	Yes	No
Cape Cod	Yes	No
Casa de Amigos	Yes	Yes
El Dorado	Yes	Yes
Fair Oaks	Yes	Yes
Fox Hollow	Yes	Yes
Mary Manor	Yes	No
Plaza del Rey	Yes	Yes
Ranchero	Yes	No
Rancho La Mesa	Yes	Yes
Thunderbird	Yes	No
Willow Ranch	Yes	No

Summary of MOU Components and Terms: as of 4-8-2021				
MOU Terms	Current Positions		Possible Compromise	Other MOU/Accords (a)
	Residents	Owners		
Rent Increases				
Annual Rent Increases	75% of CPI	CPI except above 8% @ 75% of CPI	CPI is maximum allowable for any given year up to 7%; 75% of CPI above 7%. Residents could appeal to Committee if resulting rent would be above market.	Ranges from CPI to CPI+1%. In Ontario, park owners can petition for certain "Supplemental Rent Increases".
Annual Rent Min/Max	no minimum 7% maximum	3.5% minimum No maximum, to protect against runaway inflation	CPI is minimum No maximum	Ranges from 3% minimum to 10% maximum (Vista is just CPI)
Rent Increase on Unit Turnover	Concern about impact on residents who want to sell unit; some programs included a phase-in over time to help this. 5% increase on resale, once every 24 months, with exceptions for abandonment, etc. No increase on replacement by resident, transfer to family, etc. Would like to see a tiered cap that would protect spaces that have already reached or exceeded market rent. Establish a benchmark that would adjust over time in response to CPI, etc. "Bounded cap" that is tied to market rents.	Maximum 20% increase on turnover. No phase-in. MOU should address what happens when tenant is evicted or a unit is abandoned or goes back to the dealer - not to another tenant - provides a market transaction for reference. Protect against gaming by dealers or other 3rd parties.	20% maximum increase on turnover or increase to market rent, whichever is less. One-year window for current residents to sell with 10% maximum increase on turnover. Vacancy decontrol applies if a unit is abandoned, repossessed, lawful eviction, or transferred to a dealer. Turnover rent increase does not apply for transfers to spouse, inheritance, etc.	San Dimas allows full vacancy decontrol. Some range from 0 to 15%; Vista specifies limited increases on turnover; Ontario specifies 5% if resale interval is less than 24 months. If greater than 24 months, up to 5 percent for each 12-month period of the resale interval. Modesto MOU offers 15% increase where its RSO allows only 10% increase.
Capital Expenses/Investments				
Provisions for Capital Replacements Pass-Throughs	Need consistent definition on what can be capitalized; most should be covered in base rent; existing long-term leases have definitions; Min. \$10,000 cost. 100% of amount amortized over useful life per IRS, with interest at prime if costs are borrowed. Cannot pass-through sub-metered elect. and gas. Residents should be able to see the bids and give input. Projects that don't benefit residents - need to make sure they don't damage infrastructure and pass costs on to residents. Residents shouldn't be responsible for excessive costs that occur due to deferred maintenance. Residents have some flexibility on prime +1 vs. prime only for financing. \$50,000 threshold could be a reasonable number for projects that require resident input	100% pass-through amortized over useful life per IRS schedule; interest at prime+2%; exclude most gas and electric but include water and sewer; owners would reduce pass-throughs if they have higher rent increases	Exclude normal repair and maintenance, other projects that do not benefit residents, repairs of damage caused by other projects. Minimum \$10,000 cost to qualify for potential pass-through. 100% pass-through of eligible costs amortized over useful life per IRS; interest at prime +1%. Residents can review and comment on bids for projects over \$50,000 in value. Resident input is advisory, but residents can protest pass-through at standing committee in cases where pass-throughs are thought to be due to replacements needed as a result of poor maintenance practices, poor bidding decisions, etc.	Various definitions of what is allowed, with 50% to 100% of cost allowed; varying provisions for amortization and interest.
Provisions for Cap Expenditures Already Underway	Have not seen this addressed in other programs. Should not charge residents for projects already paid for or already underway. Not clear on what the issue is.	MOU should address.	Pass-through of capital projects initiated prior to execution of MOU will be handled in accordance with terms of leases in effect at the time the improvements were initiated.	Not addressed
Provisions for New Capital Investments	Should be subject to majority resident agreement; amortized over useful life, interest at prime, if costs are borrowed Damage caused by projects not benefiting residents not passed on to residents; bids disclosed to residents for input.	Subject to resident approval, amortized over useful life, interest at prime+2%	Subject to resident approval, including owner's proposal for amortization and recoup of financing costs.	Typically requires resident approval.

Summary of MOU Components and Terms: as of 4-8-2021				
MOU Terms	Current Positions		Possible Compromise	Other MOU/Accords (a)
	Residents	Owners		
Pass-Throughs				
Property Tax	<p>OK with compromise concept.</p> <p>No pass-through of statutory 2% annual property tax increases.</p> <p>Up to 50% of property tax increase due to transfer of ownership in year of transfer can be phased in over 5 years as pass-through, with 10% of the allowable property tax increase phased in each year. Owners would be able to pass-through increases that are due to involuntary re-assessments.</p>	<p>Owners agree that statutory 2% increase will not be passed through, but would like 100% of increases above 2% statutory to be passed through.</p> <p>Categorize increases beyond 2% as voluntary (internal shift of ownership triggering reassments) or involuntary (death of owner).</p>	<p>No pass-through of statutory 2% annual property tax increases. Up to 50% of property tax increase due to voluntary actions that trigger re-assessment can be phased in over 5 years as pass-through, with 10% of the allowable property tax increase phased in each year. 100% of property tax increases due to involuntary re-assessments (e.g., creation of split roll property taxes) can be passed through.</p>	<p><u>Modesto</u> and <u>Vista</u> - Yes</p> <p><u>San Dimas</u> per MRL Rent Control Exemptions (CVC 798.49)</p> <p><u>Napa</u> and <u>Rancho Cucamonga</u> not specified</p> <p><u>Ontario</u> - no pass-through of 2% Prop. 13 increase, pass-through of other increases.</p>
Disaster-Related Costs	<p>Owners agree to disclose and maintain their insurance levels. Pass-through only for uninsured losses that are repaired/replaced over \$50,000.</p>	<p>Owners agree to disclose and maintain their insurance levels. Pass-through only for uninsured losses that are repaired/replaced over \$50,000.</p>	<p>Owners agree to disclose and maintain their insurance levels. Pass-through only for uninsured losses that are repaired/replaced over \$50,000.</p>	<p>Not called out specifically</p>
Government Mandated Costs	<p>Residents OK with compromise language. 100% of new government mandated costs that are not a normal cost of business. Need to define "normal" cost of business - new involuntary cost of business that owner's can't avoid.</p>	<p>Owners OK with compromise language. 100% of new government-mandated costs that are not a normal cost of business.</p>	<p>100% of new government mandated costs that are not a normal cost of business.</p>	<p>Not called out specifically</p>
Other Provisions				
Retroactivity of Agreement/ Applicability to Existing Leases	<p>Would like owners to agree to MOU to help residents on long-term leases (e.g., addendum to leases).</p> <p>Explicit that MOU applies to lease renewals. Applies to no leases and short term leases. Need to make sure that residents with existing leases are well informed of their rights. Should be communicated broadly, including multiple languages.</p>	<p>If there is agreement on the annual rent increase and turnover increase, then these two terms can be offered as amendments for residents on existing leases.</p> <p>Other terms of existing leases will be maintained. New leases would follow all terms of MOU.</p>	<p>Owners will give residents on leases the option to add a lease addendum that conforms to the terms of the MOU.</p>	<p>Varies.</p> <p><u>Modesto</u> doesn't affect long-term leases.</p>
Standing Advisory Committee/ Dispute Resolution	<p>Would like standing committee like Modesto. MOU should include some general parameters of the committee.</p>	<p>Would like standing committee like Modesto</p>	<p>Standing Advisory Committee modeled after Modesto:</p> <ul style="list-style-type: none">- Committee has owners, residents, and City staff.- Meet quarterly first year to discuss any issues that may arise with compliance with MOU, and as needed following years. <p>City will also continue to fund a third party mediation service that can be used by residents.</p>	<p>Varies</p>
Safety Net Program	<p>Would like to have; should not defer rent for later payment; should not be limited in time a resident can benefit; some existing programs have too low income threshold; income threshold should be reviewed periodically.</p>	<p>Support safety net program that is means tested. Could set rent to maximum percentage of income.</p> <p>Would like to have some flexibility for individual parks to tailor their programs to best fit the residents' and owner's needs.</p>	<p>All owners pledge to offer a safety net program to address very low-income resident's needs for assistance, subject to appeal by residents to Standing Committee.</p> <p>Owners can have flexibility to structure the program as they see fit; however, Safe Harbor is given if the program meets minimum standards:</p> <p>Offer a rent credit program to limit qualifying resident's annual rent increase to no more than 75% of CPI, for up to 5 years. Resident must qualify annually based on income level (t.b.d.) and assets (t.b.d.) and also have housing cost burden (space rent plus MH unit loan payments) of 35% or more. Rent credits allow underlying rent to increase per MOU terms when unit turns over</p>	<p>Some include; various mechanisms.</p> <p><u>Napa</u> program is open to very low-income households.</p> <p><u>Modesto</u> program funded a pool of assistance funds to be matched by the City.</p>

Summary of MOU Components and Terms: as of 4-8-2021				
MOU Terms	Current Positions		Possible Compromise	Other MOU/Accords (a)
	Residents	Owners		
Disappearing Amenities/Services	Owners agree to maintain amenities. Removal of amenities subject to approval by residents.	Owners generally OK with concept that owners maintain amenities. Owners could propose to remove amenities but tenants could file complaint with committee if majority votes to protest a change.	Owners agree to maintain amenities. Removal of amenities subject to approval by residents.	<u>Ontario</u> requires maintenance of services unless there is a rent reduction.
MOU Effect on Subsequent Park Owners	Binding on subsequent owners as long as property continues to operate as a MHP.	Binding on subsequent owners as long as property continues to operate as a MHP.	Binding on subsequent owners as long as property continues to operate as a MHP.	Modesto is voluntary, but alternative is to be subject to RSO.
Duration of MOU	10 year term	Would like long-term (e.g., 10-20 years or possibly longer)	10 year term	Terms ranged: <u>Ontario</u> and <u>San Dimas</u> - 5 years <u>Vista</u> - 20 years <u>Napa</u> - does not specify a term
Exclusions				
Mobile Home Units Owned by Park	Exclude units owned by park.	Want to exclude - should MOU follow MRL wherever possible?	Exclude units owned by park.	Varies
Mobile Home Units Not Primary Residence	Exclude per MRL 798.21, including definitions and procedures.	Want to exclude - should MOU follow MRL wherever possible?	Exclude units that are not occupied as a primary residence.	Varies

Note:

(a) Other MOU/Accords reviewed: Modesto, Napa City, Ontario, Rancho Cucamonga, San Dimas, Vista

Park Owner Correspondence as of 4/14/21

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— —
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April 13, 2021

VIA EMAIL AND U.S. MAIL

Jenny Carloni, Housing Officer
City of Sunnyvale
456 West Olive Avenue
Sunnyvale, California 94086

Re: Parkowner Support for Continuing Negotiation of MOU

Dear Ms. Carloni:

As you know, this office represents the owner of Rancho la Mesa Mobilehome Park in Sunnyvale. First, my client would like to thank you and City Staff for the outstanding job you have done in attempting to bring the parties together with respect to the MOU. Second, my client is especially appreciative of the compromise positions City Staff has offered to resolve the disputes between some of the tenants and some of the parkowners.

Very few business owners want to become involved in lawsuits with their customers, especially long term customers. From my client's perspective, one of the most important advantages of an MOU is avoiding stressful, costly and time-consuming lawsuits with its tenants and/or the City. Based on my more than thirty-five years of rent control litigation throughout California, one of the primary reasons for such lawsuits is the difficulty of attempting to "eliminate excessive rents," while at the same time not interfering with the property owner's constitutional right to a fair return on its investment. *Birkenfeld v. City of Berkeley* (1976) 17 Cal. 3d. 129, 165.

One of the proposals City Staff has raised in an attempt to achieve that balance is capping both the annual rent increase, and increases on turnover, so that rents do not exceed the "market rate." My client agrees with City Staff that rents should ***not*** be allowed to exceed the then existing market rate. The question City Staff has posed is how should the market rate be determined.

In the absence of rent controls, the market rate is usually determined by the rent a

Jenny Carloni, Housing Officer
April 13, 2021
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willing prospective tenant has agreed to pay a willing landlord. As the MOU contemplates controls with respect to most rent increases over a period of at least ten years, it would become increasingly difficult and expensive for an appraiser to determine the market rate for the annual rent increase, let alone each time a tenant sells a mobilehome.

On the other hand, the parkowners have been free to set rents for new tenants at the market rate for many years, with their offered rates resulting in few if any vacancies. Accordingly, my client believes City Staff should develop the market rate for each park in town, based on the level the individual parkowners are currently able to rent their spaces to new tenants, with that rate to be increased by the change in the CPI once each year, beginning on January 1, 2022.

By way of example, my client is currently renting spaces at \$1,450 per month when new tenants move into the park. Accordingly, the evidence indicates the market rent for spaces at Rancho la Mesa is at least \$1,450.

My client is willing to accept the 100% increase in the CPI proposed by Staff for annual increases. My client is also willing to limit increases on tenant-to-tenant sales to the 20% suggested by City Staff. However, my client is willing to go a step further, with neither the annual CPI adjustment nor the increases on tenant-to-tenant sales to exceed the \$1,450 market rate at its park, adjusted by the CPI, beginning on January 1, 2022.

Although my client has been renting spaces to new tenants at \$1,450 per month, most long time tenants are paying rents far below market, with approximately 110 of them paying between \$945 and \$1,100. Using the above proposal, a space currently rented by a long time tenant at \$950 per month would be increased on turnover by 20%, to \$1,140, which would still be **\$310 below market**. By contrast, a space currently rented at \$1,300 would have the turnover rent capped at \$1,450, plus the increase in the CPI for sales occurring after January 1, 2022, or 20%, whichever is less.¹

At this point, it must be stressed that the rent on turnover will **not** be paid by the current tenant, but by the new tenant, who has the opportunity to accept it or reject it. Moreover, that new tenant must qualify financially to pay the new rent, as is the case in

¹ Because rent increases following tenant-to-tenant sales would be determined by a pre-determined formula under this proposal, there would be no need for litigation to determine the market rate.

Jenny Carloni, Housing Officer
April 13, 2021
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virtually every mobilehome park in California. See *Civil Code Section 798.74*.

As demonstrated by the table at the end of this letter, it is important to note that there have been 321 mobilehome sales at the Sunnyvale parks in the 22-month period between March of 2019 and December of 2020. It is also important to note that although mobilehomes are “depreciating assets,” on average the tenants at the Sunnyvale parks have been able to sell their mobilehomes for more than their original purchase price. Accordingly, the evidence strongly suggests the rents currently being requested are not above market.

Finally, I must stress that unlike most of the parkowners, my client does ***not*** have any spaces subject to long term leases that are “exempt” from rent control under Civil Code Section 798.17. As a result, my client is not being asked to “forfeit” rent increases that are otherwise *guaranteed*, at least through January 1, 2025, as most of the other parkowners are. Although I have not examined the long term leases at those other parks, it is my understanding that some of them provide “floors” for annual increases of 3.5% or more, while others provide for increases in excess of 20% on tenant-to-tenant sales.

Although my client does not have a dog in that fight, it is hard to understand why the tenants have rejected the compromises offered by those parkowners and/or City Staff. In short, should these negotiations fail, those tenants are likely to be subject to far greater rent increases under those long term leases, at least through January 1, 2025, and potentially many years after that, if the recent amendments to Civil Code Section 798.17 are declared unconstitutional.

Again, although my client does not have any long term leases, it is hard to imagine the parkowners who do have them would be likely to give up significantly higher rent increases, in exchange for significantly lower rent increases, unless they are provided something meaningful in return. That being said, my client is willing to give up the following if a mutually beneficial MOU is approved and/or offered by the City:

1. Rent Credits for Low Income Tenants: Rancho la Mesa will establish a rent credit program for qualifying households with a total income at or below \$34,480, which is the minimum income currently required to qualify for PG&E’s CARE program. Under Rancho la Mesa’s rent credit program, qualifying households will receive a rent credit each month, up to the full amount of their annual rent increase, to the extent their annual rent increase causes their new rent to be more than one third of their household income. As a result, *most tenants who are truly living solely on Social Security would not have to pay a single rent increase, for up to ten years.*

Jenny Carloni, Housing Officer
April 13, 2021
Page 4

In order to participate in my client's program, the household must submit an application verifying income and assets at or below qualifying levels. As is the case at my client's two mobilehome parks in Mountain View, qualifying tenants cannot have assets in excess of \$150,000 (not including their mobilehomes, their furnishings, or their automobiles). To be clear, qualifying tenants do *not* have to repay that amount, and can receive the rent credit for as long as they reside at the park.

2. Waiver of Right to Vega Adjustment: Under California law, parkowners have a right to increase below market rents at the time rent control is adopted, to the market rate. See *Vega v. City of West Hollywood* (1990) 223 Cal. App. 3d 1342, 1349. ["When base date rents can be adjusted to reflect prevailing rents for comparable units, everyone within the ambit of the rent control scheme participates on an equal footing."]. If rent control was adopted, Rancho La Mesa would have the right to apply to increase its approximately 110 spaces with rents between \$945 and \$1,100 to the market rate of \$1,450. Rancho la Mesa is willing to waive its right to apply for and implement such a "*Vega Adjustment*" while the MOU is in place.

3. Waiver of the Constitutional Right to a Fair Return: Parkowners have a constitutional right to a fair return on investment, plus a fair return on capital improvements subsequent to the investment. See *Sierra Lake Reserve v. City of Rocklin* (1991) 938 F. 2d. 951, 958. Depending on the facts and circumstances, "fair return" applications can result in significant rent increases, plus additional rent increases to compensate for the time the rent control ordinance prevented the parkowner from receiving a fair return. Litigation over fair return issues can drag on for years, and sometimes a decade or more, resulting in significant expense for the tenants, the parkowner and the City of Sunnyvale. Rancho la Mesa is willing to waive its right to apply for and implement "fair return" increases while the MOU is in place.

4. Waiver of the Right to Close the Park: Under California law, parkowners have the right to close the park and go out of business, if certain conditions are met. Most parkowners believe they also have the right to go out of business under the United States Constitution. *Kaiser Aetna v. United States* (1979) 444 U.S. 164, 179-180.² Rancho la Mesa

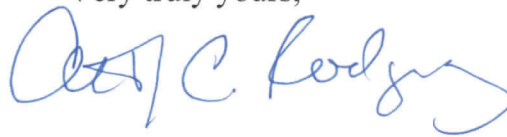
² See also *Yee v. City of Escondido* (1992) 503 U.S. 519, 528 ["A different case would be presented were the statute, on its face or as applied, to compel a landowner over objection to rent his property or to refrain in perpetuity from terminating a tenancy."]; See also *Textile Workers v. Darlington Co.*, (1965) 380 U.S. 263, 272.

Jenny Carloni, Housing Officer
April 13, 2021
Page 5

is willing to waive its right to close the park while the MOU is in place, unless required to do so by an earthquake, fire, or other unanticipated occurrence that results in a substantial loss of income and/or destruction of the infrastructure.

In conclusion, thank you again for all you and City Staff have done so far in attempting to bring the parties together on these difficult issues. If you have any questions or comments regarding the issues raised in this letter, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Anthony C. Rodriguez", with a stylized, cursive script.

Anthony C. Rodriguez

cc: Bruce Stanton, Esq.
Sunnyvale Parkowners

Jenny Carloni, Housing Officer
April 13, 2021
Page 6

**CITY OF SUNNYVALE
SALE OF MOBILEHOMES
AT TEN PARKS WITH DATA
(March 19, 2019 through December 31, 2020)**

Name of Park	No. of Spaces	No. of Sales	Average Original Price	Average Resale Price	Highest Sales Price
Adobe Wells	613	55	\$158,294.69	\$255,820.18	\$427,594
Cape Cod	188	18	\$180,351.83	\$255,842.50	\$399,000
Casa de Amigos	909	86	\$216,960.55	\$323,283.50	\$445,000
El Dorado	285	30	\$128,107.83	\$225,859.67	\$349,000
Fair Oaks	102	3	\$64,995.67	\$104,962.33	\$185,000
Fox Hollow	99	13	\$97,584.62	\$206,761.54	\$379,000
Mary Manor	116	15	\$187,394.80	\$313,317.00	\$429,000
Plaza del Rey	800	54	\$146,962.94	\$174,896.87	\$540,000
Rancho la Mesa	215	21	\$93,081.71	\$131,186.10	\$269,000
Willow Ranch	236	26	\$134,834.42	\$233,834.23	\$411,555
Total	3,563	321			

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS



Title Search

Date Printed: Apr 13, 2021

Decal #: LBO0368 Use Code: SFD
Manufacturer: CHAMPION HOME BUILDERS INC Original Price Code:
Tradename: CREEKSIDE MANOR Rating Year:
Model: Tax Type: LPT
Manufactured Date: 05/21/2019 Last ILT Amount:
Registration Exp: Date ILT Fees Paid:
First Sold On: 11/27/2019 ILT Exemption: NONE

Serial Number	HUD Label / Insignia	Length	Width
009AC0HA004023A	NTA1886741	61'	13' 4"
009AC0HA004023B	NTA1886740	60' 6"	13' 4"
009AC0HA004023C	NTA1886739	60' 6"	13' 4"

Registered Owner:

1225 VIENNA DR
SUNNYVALE, CA 94089

Last Title Date: 02/04/2020

Last Reg Card: 02/04/2020

Sale/Transfer Info: Price \$540,000.00 Transferred on 11/27/2019

Situs Address:

1225 VIENNA DR
SUNNYVALE, CA 94089
Situs County: SANTA CLARA

Legal Owner:

TRIAD FINANCIAL SERVICES INC
13901 SUTTON PARK DR SOUTH SUITE 300
JACKSONVILLE, FL 32224

Lien Perfected On: 12/06/19 12:09:00

Title Searches:

ANTHONY RODRIGUEZ
1425 LEIMERT BOULEVARD, SUITE 101 SUITE 101
OAKLAND, CA 94602

Title File No: LBO0368

END OF TITLE SEARCH

Ms. Jenny Carloni
Housing Officer
Community Development Department
City of Sunnyvale
April 14, 2021

Dear Ms. Carloni,

Thank you for the opportunity to comment on the Memorandum of Understanding (MOU) process for the City of Sunnyvale. Also, thank you for the continued professionalism of the city staff in coordinating the effort.

I am writing on behalf of the owners of Mary Manor Estates mobile home park. Mary Manor, which has been in existence for 47 years, is a second generation, family-owned park consisting of 117 spaces. First generation owners were Augustine Garcia, a Sunnyvale home builder and developer, and Donald Koreski, real estate broker, councilman, and mayor of Sunnyvale. Just as our parents did, the current generation of Garcias and Koreskis take our stewardship of the property seriously. We are hopeful that a third generation will follow in our footsteps.

In the interest of brevity, I would like to make only three points.

First, the owners of Mary Manor are committed to seeing the MOU process through to its successful conclusion. We are hopeful that the remaining differences among stakeholders will be resolved to the satisfaction of all parties, and we reiterate our willingness to make that happen.

Second, as the Council and staff are aware, long term leases are exempt from rent stabilization until 2025. This fact makes an MOU much more attractive as a potential immediate option for providing stability, accountability, and at least a decade of security to those renting spaces in the Sunnyvale mobile home market. If the remaining issues in the MOU negotiation process are resolved in terms satisfactory to Mary Manor owners, we will offer the MOU to current leaseholders immediately upon its approval, rather than waiting for existing long term leases to expire.

Third, we will offer a safety net program for residents.

We look forward to continuing our work with all stakeholders in pursuit of a successful outcome.

Sincerely,

Robert Koreski
Managing Partner, Mary Manor Estates, LLC

Cc: David Carnahan, City Clerk

April 14, 2021

Ms. Jenny Carloni
Housing Officer, Community Development Department
City of Sunnyvale
456 West Olive Avenue
Sunnyvale, California 94086

RE: Hometown America Support for Continuing Negotiation of MOU

On behalf of Hometown America and Plaza Del Rey, we sincerely appreciate the opportunity to work constructively with the City, the resident stakeholders, and our fellow park owners to preserve affordability for residents, while also maintaining the economic viability of our communities. We are grateful for the hard work and professionalism of yourself and the rest of the City staff to establish a thoughtful and fair process.

We have come a long way over the past few months and are encouraged by the conversations thus far. There are several areas of agreement between the parties, and park owners have significantly modified our positions on a number of the outstanding issues in an attempt to reach a fair compromise. Everyone is working in good faith, and we look forward to continuing these conversations in that same spirit.

Plaza Del Rey is committed to achieving a fair MOU that will provide certainty for all residents. As it stands now, over 90% of the homes in Plaza Del Rey are on exiting long-term leases. Plaza Del Rey is willing to offer the MOU terms to residents on long term leases immediately if a reasonable common ground can be reached on the remaining issues. Immediate application of the MOU to all residents, regardless of lease terms, ensures all residents benefit from these negotiations.

During the MOU negotiation, all park owners have agreed to provide a safety net program to help those that are in dire financial circumstances. Plaza Del Rey agrees that this is important. In fact, we have provided a safety net program that freezes the rent for qualifying residents for up to two years and then limits rent increases to no more than 2% for the next five years. Over 20 residents currently qualify for this program and Plaza Del Rey is committed to keeping this program in place.

MOUs have proven to be a highly effective way of stabilizing the manufactured housing market in several cities across the state, and Hometown America successfully operates a community in Rancho Cucamonga which has their own MOU. Establishing an MOU in Sunnyvale will provide certainty and stability for residents and park owners alike.

Hometown America is committed to work quickly and in good faith to finalize reasonable terms that will keep Plaza Del Rey an affordable housing option. We look forward to continuing our productive discussions.

Sincerely,



Ken Kravenas
Chief Operating Officer

CC: The Honorable Mayor and City Council; David Carnahan, City Clerk

FAIR OAKS MOBILE HOME LODGE

4/14/2021

Jenny Carloni
Housing Officer, Community Development Department
City of Sunnyvale
456 West Olive Avenue
Sunnyvale, CA 94086

RE: Support for the MOU negotiation process

Hello Jenny,

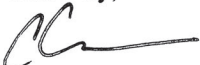
I'm a member of the owner stakeholder group and I have been at every meeting and participated through the whole process. I'm very optimistic that we will be able to work out something that will be equitable to everyone involved.

We are a family business and this is our only park, so we are not the most experienced or savvy party involved when it comes to mobile homes, but we have always been committed to providing affordable housing and stability in the community. When we bought the park, we didn't immediately increase everyone's rent to market despite it being our understanding that we were allowed to do so since most of our residents were and still are month to month. Even now, we currently only have two homes at market rent because they moved in at the current market rent, and the rest are still not up to market rent since we have always tried to keep our increases small so as to not create a strain on our residents. We have also been treating homeowners, and home renters, as if they were covered by AB1482's rent control limits, despite our understanding being that they are not covered by it. The increases given to our homeowners have been significantly lower than would be allowed by AB1482 if they were covered, and some homeowners below but close to market didn't get any increases at all. As such, we are already forgoing a significant amount of rent in order to help keep costs stable and affordable for our residents. This has been our policy since we bought the park, and would continue to be our policy regardless of an MOU or rent control in the future.

An MOU with a reasonable rate for allowable annual increases would allow us to continue to slowly bring rents up to market. We believe that this would be the best option, and we are willing to commit long term to a reasonable MOU to keep costs stable while also allowing us to be able to continue running the park. However, in the case of a rent control ordinance that significantly reduces our ability to raise rents below the already measured pace at which we currently do it, in conjunction with how costs have gone up so much recently for maintaining the park, we would be forced to apply for a Vega adjustment that would affect almost all of our homeowners by immediately taking them up to market. We would prefer not to do such a large increase, but it might be necessary depending on the terms of the rent control ordinance. Depending on the severity of the rent control ordinance, it might even force us to look into closing the park.

We hope to continue working with you to create a reasonable MOU. One which will benefit homeowners while also allowing a equitable return to park owners. We have great hopes that we will be able to accomplish this quickly and successfully.

Sincerely,



Cris Giovannotto
Fair Oaks Mobile Home Lodge

CC: The Honorable Mayor and City Council; David Carnahan, City Clerk



Park Resident Correspondence as of 4/14/21

From: [CDD-Admin AP](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Subject: FW: Concern on Mobile Home MOU and disappearing amenities
Date: Friday, April 9, 2021 10:31:25 AM

Forwarding from the CDD Admin AP. It looks Marion is starting to send these to the Answerpoint. These are first of two I have received here . I don't know if anyone is keeping copies of these, but here are two more that came through a different path. (I'll forward the other one two.)

Thank you.

From: Council AnswerPoint <council@sunnyvale.ca.gov>
Sent: Friday, April 9, 2021 10:27 AM
To: Vera Gattenberger <vgattenberger@relievant.com>
Subject: RE: Concern on Mobile Home MOU and disappearing amenities

Ms. Gattenberger,

Thank you for submitting your request to the Council's Access Sunnyvale. I am copying key City staff for their review as well.

Sincerely,
Marion

MARION VALINO
Sr. Office Assistant
Office of the City Manager
City of Sunnyvale
(408) 730-7907

Thanks,
Marion

MARION VALINO
Sr. Office Assistant
Office of the City Manager
City of Sunnyvale
(408) 730-7907

From: Vera Gattenberger <vgattenberger@relievant.com>
Sent: Thursday, April 8, 2021 6:21 PM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysia Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav

Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>

Cc: Council AnswerPoint <council@sunnyvale.ca.gov>

Subject: Concern on Mobile Home MOU and disappearing amenities

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I am concerned about disappearing amenities. Those of us who live in Sunnyvale Mobile Home Parks have not had access to any amenities for more than a year.

While it is understandable why the amenities were all shut down because of the pandemic; we still pay for these amenities.

In addition, my rent increased this year by over 3% while Sunnyvale apartment renters average rents were reduced by up to 9% according to the Mercury News.

High rent increases and loss of the use of the clubhouse and the pool are only two reasons why Sunnyvale Mobile Home Residents are so frustrated with the mobile home park owners.

I totally support the resident positions concerning the Memorandum of Understanding. Space rent and the amount of increase in rent to a new buyer must be reasonable. I urge you to support the Mobile Home resident positions on the MOU.

Thank you for reading my concerns.

Sincerely,
Vera Gattenberger

From: [CDD-Admin AP](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Subject: FW: Please support the Residents on the Mobile Home MOU
Date: Friday, April 9, 2021 10:32:55 AM

Forwarding from the CDD Admin AP. It looks Marion is starting to send these to the Answerpoint. These are second of two I have received here . I don't know if anyone is keeping copies of these, but here are two more that came through a different path. (I'll forward the other one two.) These are from the same person but are a little different.

From: Council AnswerPoint <council@sunnyvale.ca.gov>
Sent: Friday, April 9, 2021 10:26 AM
To: Vera Gattenberger <vgattenberger@relievent.com>
Subject: RE: Please support the Residents on the Mobile Home MOU

Ms. Gattenberger,

Thank you for submitting your request to the Council's Access Sunnyvale. I am copying key City staff for their review as well.

Sincerely,
Marion

MARION VALINO
Sr. Office Assistant
Office of the City Manager
City of Sunnyvale
(408) 730-7907

From: Vera Gattenberger <vgattenberger@relievent.com>
Sent: Thursday, April 8, 2021 6:21 PM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please support the Residents on the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I urge you to support the Mobile Home Resident positions that ensure that the MOU aligns with Bay

Area jurisdictions that have enacted housing policies to protect Mobile Homes as Affordable Housing Stock.

More than ninety jurisdictions in California have adopted a form of rent stabilization for mobile home parks. Most mobile home regulations in the Bay Area limit space rent increases to 75% of CPI with no floor and no cap, and space rent increases of 0 to 10% when a mobile home is sold.

Mobile home owners, unlike apartment tenants, have monthly housing expenses such as home, fire and earthquake insurance; garbage and sewer, a home mortgage and property taxes. These expenses may amount to an additional \$1,950 in monthly expenses.

I urge you to support the Resident positions to ensure a safe and reasonable affordable housing option for 11,000 Sunnyvale residents like me.

Mobile homes are supposed to be affordable living and it is absolutely not. If rent spaces keep increasing 3% per year, it basically is forcing us out. It is not affordable.

We just moved in 6 months ago and are already wanting to sell before we end up stuck here because we won't be able to sell due to rent space increases.
Please help the mobile home community.

Thank you,
Vera Gattenberger

From: [Council AnswerPoint](#)
To: [Marion Valino](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Trudi Ryan](#); [Deborah Gorman](#); [Jenny Carloni](#); [CityClerk AP](#)
Subject: FW: Please support the Residents on the Mobile Home MOU
Date: Friday, April 9, 2021 12:49:45 PM

Forwarding from Council AP.

Regards,
Marion

MARION VALINO
Sr. Office Assistant
Office of the City Manager
City of Sunnyvale
(408) 730-7907

From: Council AnswerPoint <council@sunnyvale.ca.gov>
Sent: Friday, April 9, 2021 10:26 AM
To: Vera Gattenberger <vgattenberger@relievent.com>
Subject: RE: Please support the Residents on the Mobile Home MOU

Ms. Gattenberger,

Thank you for submitting your request to the Council's Access Sunnyvale. I am copying key City staff for their review as well.

Sincerely,
Marion

MARION VALINO
Sr. Office Assistant
Office of the City Manager
City of Sunnyvale
(408) 730-7907

From: Vera Gattenberger <vgattenberger@relievent.com>
Sent: Thursday, April 8, 2021 6:21 PM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please support the Residents on the Mobile Home MOU

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Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

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More than ninety jurisdictions in California have adopted a form of rent stabilization for mobile home parks. Most mobile home regulations in the Bay Area limit space rent increases to 75% of CPI with no floor and no cap, and space rent increases of 0 to 10% when a mobile home is sold.

Mobile home owners, unlike apartment tenants, have monthly housing expenses such as home, fire and earthquake insurance; garbage and sewer, a home mortgage and property taxes. These expenses may amount to an additional \$1,950 in monthly expenses.

I urge you to support the Resident positions to ensure a safe and reasonable affordable housing option for 11,000 Sunnyvale residents like me.

Mobile homes are supposed to be affordable living and it is absolutely not. If rent spaces keep increasing 3% per year, it basically is forcing us out. It is not affordable.

We just moved in 6 months ago and are already wanting to sell before we end up stuck here because we won't be able to sell due to rent space increases.
Please help the mobile home community.

Thank you,
Vera Gattenberger

From: [Jonathan Veach](#)
To: [Council AnswerPoint](#); [Larry Klein](#); [Alysa Cisneros](#); [Omar Din](#); [Mason Fong](#); [Glenn Hendricks](#); [Gustav Larsson](#); [Russ Melton](#)
Cc: [Fred Kameda](#); [Jason Feinsmith](#); [Jenny Carloni](#)
Subject: Please help protect mobile homeowners MOU
Date: Friday, April 9, 2021 7:16:55 PM

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton

I am following up on a prior email to explain in more detail why the mobile home market is a distorted market that needs government intervention.

My professional background is unique because I have spent half of my career in investment banking and the other half in affordable housing. I have been in the Bay Area for about 5 years now, working in affordable housing, and living as a resident at Mary Manor mobile home park.

As housing and real estate policymakers, especially in the Bay Area, we tend to assume property and land values perpetually increase in value. However, to truly understand if a market is functioning properly, we need to also assess which parties bear risk and then form policies that ensure both risk and reward are shared equitably.

Based on current long-term leases and proposals that I have reviewed, Park owners are able to increase rents to keep up with inflation, but also collect a minimum increase of 3.5% in the event CPI is unchanged or decreases.

In other words, even if the value of the underlying land asset is unchanged or even depreciates, Park owners are still permitted to what effectively results in a wealth transfer from homeowners to park owners.

In periods of economic recession or even depression, our home prices will drop significantly but space rents will not drop. If homeowners are lucky, Park owners will keep rents fixed; however, there is nothing preventing them from taking the minimum increases. It needs to be understood that homeowners bear ALL the risk of potential land depreciation. If the market crashes, rents can remain fixed, and all the losses will be carried by homeowner equity. Park owners effectively bear no downside risk but are attempting to capture all and any upside appreciation. This is the definition of free riding in a distorted and broken market.

Park owners are asking for minimum guaranteed returns, protection against inflation, they want homeowners to assume all the risk of land depreciation, and they also want to claim all the upside of land appreciation. This is precisely why hedge funds and private equity funds are buying up mobile home assets like crazy. Families in our park communities invest a lot of time and money into our homes and we should not be

ashamed to expect some asset appreciation because the market structure forces us to assume all risk.

It is a very distorted market that needs government intervention.

Thank you for your time and consideration and happy to discuss in more detail if needed.

Regards,

Jonathan Veach

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: [Please read] The MOU issue matters
Date: Monday, April 12, 2021 1:39:41 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)

Executive Assistant- Mayor & Council

Office of the City Manager

City of Sunnyvale

Phone: 408-730-7913

From: Marta Mortensen <mortensenmarta@gmail.com>
Sent: Saturday, April 10, 2021 4:05 PM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: [Please read] The MOU issue matters

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

My name is Marta Mortensen, a mobile home owner in Plaza Del Rey. I purchased my mobile home in 2018 because I couldn't afford to purchase a single family home. However, because I pay \$2294 in monthly space rent and a monthly mortgage of \$1832, this is the same amount of money I would be paying if I purchased a \$1M dollar home. Let me assure you, I can't afford a million home and certainly don't live in a million dollar home. My sister also purchased a mobile home in 2018 in San Jose (95123) but her monthly space rent is only \$795. This is a difference of \$1500. I ask you, how is this ok?

The City of Mountain View in a recent vote is now included as one the more than ninety jurisdictions in California that have adopted a form of rent stabilization for mobile home parks. Why can't Sunnyvale do the same? Most mobile home regulations in the Bay Area limit space rent increases to 75% of CPI with no floor and no cap, and space rent increases of 0 to 10% when a mobile home is sold. Please stand up and do the right thing for mobile home residents in Sunnyvale.

I live in a constant state of uncertainty. Will I have enough money to retire? How will I ever sell my mobile home when the space rent is so high? And as a mobile home owner, will my voice be heard?

I implore you as elected officials to the City of Sunnyvale, please make this right and ensure that the MOU aligns with Bay Area jurisdictions that have enacted housing policies to protect Mobile Homes as Affordable Housing Stock and support the Resident positions to ensure a safe and reasonable affordable housing option for 11,000 Sunnyvale residents like me.

Thank you for listening,
Marta Mortensen
Owner, Plaza Del Rey Mobile Home Park

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Asking for your support of Mobile Home Loving.
Date: Monday, April 12, 2021 1:34:54 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

-----Original Message-----

From: Victoria Salazar <victoriasg92@yahoo.com>
Sent: Saturday, April 10, 2021 1:35 PM
To: Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Asking for your support of Mobile Home Loving.

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I urge you to support the Mobile Home Resident positions that ensure that the MOU aligns with Bay Area jurisdictions that have enacted housing policies to protect Mobile Homes as Affordable Housing Stock.

More than ninety jurisdictions in California have adopted a form of rent stabilization for mobile home parks. Most mobile home regulations in the Bay Area limit space rent increases to 75% of CPI with no floor and no cap, and space rent increases of 0 to 10% when a mobile home is sold.

Mobile home owners, unlike apartment tenants, have monthly housing expenses such as home, fire and earthquake insurance; garbage and sewer, a home mortgage and property taxes. These expenses may amount to an additional \$1,950 in monthly expenses.

I urge you to support the Resident positions to ensure a safe and reasonable affordable housing option for 11,000 Sunnyvale residents like me.

Thank you,

Victoria Salazar

From: [Council AnswerPoint](#)
To: [Marion Valino](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Trudi Ryan](#); [Deborah Gorman](#); [Jenny Carloni](#); [CityClerk AP](#)
Subject: POLICY--FW: Concern on Mobile Home MOU and disappearing amenities
Date: Friday, April 9, 2021 12:51:33 PM

Forwarding from Council AP. (Duplicate)

Thanks,
Marion

MARION VALINO
Sr. Office Assistant
Office of the City Manager
City of Sunnyvale
(408) 730-7907

From: Council AnswerPoint <council@sunnyvale.ca.gov>
Sent: Friday, April 9, 2021 10:27 AM
To: Vera Gattenberger <vgattenberger@relievent.com>
Subject: RE: Concern on Mobile Home MOU and disappearing amenities

Ms. Gattenberger,

Thank you for submitting your request to the Council's Access Sunnyvale. I am copying key City staff for their review as well.

Sincerely,
Marion

MARION VALINO
Sr. Office Assistant
Office of the City Manager
City of Sunnyvale
(408) 730-7907

Thanks,
Marion

MARION VALINO
Sr. Office Assistant
Office of the City Manager
City of Sunnyvale
(408) 730-7907

From: Vera Gattenberger <vgattenberger@relievant.com>

Sent: Thursday, April 8, 2021 6:21 PM

To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>

Cc: Council AnswerPoint <council@sunnyvale.ca.gov>

Subject: Concern on Mobile Home MOU and disappearing amenities

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I am concerned about disappearing amenities. Those of us who live in Sunnyvale Mobile Home Parks have not had access to any amenities for more than a year.

While it is understandable why the amenities were all shut down because of the pandemic; we still pay for these amenities.

In addition, my rent increased this year by over 3% while Sunnyvale apartment renters average rents were reduced by up to 9% according to the Mercury News.

High rent increases and loss of the use of the clubhouse and the pool are only two reasons why Sunnyvale Mobile Home Residents are so frustrated with the mobile home park owners.

I totally support the resident positions concerning the Memorandum of Understanding. Space rent and the amount of increase in rent to a new buyer must be reasonable. I urge you to support the Mobile Home resident positions on the MOU.

Thank you for reading my concerns.

Sincerely,
Vera Gattenberger

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Concern on Mobile Home MOU and disappearing amenities
Date: Wednesday, April 7, 2021 5:09:51 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

-----Original Message-----

From: Barbara Cruz <islandmemories@gmail.com>
Sent: Wednesday, April 7, 2021 11:50 AM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Concern on Mobile Home MOU and disappearing amenities

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I am concerned about disappearing amenities. Those of us who live in Sunnyvale Mobile Home Parks have not had access to any amenities for more than a year.

While it is understandable why the amenities were all shut down because of the pandemic; we still pay for these amenities.

In addition, my rent increased this year by over 3% while Sunnyvale apartment renters average rents were reduced by up to 9% according to the Mercury News.

High rent increases and loss of the use of the clubhouse and the pool are only two reasons why Sunnyvale Mobile Home Residents are so frustrated with the mobile home park owners.

I totally support the resident positions concerning the Memorandum of Understanding. Space rent and the amount of increase in rent to a new buyer must be reasonable. I urge you to support the Mobile Home resident positions on the MOU.

Thank you for reading my concerns.

Sincerely,
Barbara Cruz
Willow Ranch Mobile Park, Sunnyvale

Sent from my iPhone

From: [Council AnswerPoint](#)
To: [Jennifer Nunez](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Trudi Ryan](#); [Deborah Gorman](#); [Jenny Carloni](#); [CityClerk AP](#)
Subject: POLICY--FW: Concern on Mobile Home MOU and disappearing amenities
Date: Wednesday, April 7, 2021 11:03:16 AM

Councilmembers,

Forwarding from the Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: Matt Hackmann <matt.hackmann@gmail.com>
Sent: Wednesday, April 7, 2021 9:49 AM
To: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Concern on Mobile Home MOU and disappearing amenities

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

I am concerned about disappearing amenities. Those of us who live in Sunnyvale Mobile Home Parks have not had access to any amenities for more than a year.

While it is understandable why the amenities were all shut down because of the pandemic; we still pay for these amenities.

In addition, my rent increased this year by over 3% while Sunnyvale apartment renters average rents were reduced by up to 9% according to the *Mercury News*.

High rent increases and loss of the use of the clubhouse and the pool are only two reasons why Sunnyvale Mobile Home Residents are so frustrated with the mobile home park owners.

I totally support the resident positions concerning the Memorandum of Understanding. Space rent and the amount of increase in rent to a new buyer must be reasonable. I urge you to support the Mobile Home resident positions on the MOU.

Thank you for reading my concerns.

Sincerely,

Matt Hackmann

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Concern on Mobile Home MOU and disappearing amenities
Date: Wednesday, April 7, 2021 11:02:23 AM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

-----Original Message-----

From: Wendall Pugh <wendallkpugh@icloud.com>
Sent: Wednesday, April 7, 2021 8:42 AM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Concern on Mobile Home MOU and disappearing amenities

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I am concerned about disappearing amenities. Those of us who live in Sunnyvale Mobile Home Parks have not had access to any amenities for more than a year.

While it is understandable why the amenities were all shut down because of the pandemic; we still pay for these amenities.

In addition, my rent increased this year by over 3% while Sunnyvale apartment renters average rents were reduced by up to 9% according to the Mercury News.

High rent increases and loss of the use of the clubhouse and the pool are only two reasons why Sunnyvale Mobile Home Residents are so frustrated with the mobile home park owners.

I totally support the resident positions concerning the Memorandum of Understanding. Space rent and the amount of increase in rent to a new buyer must be reasonable. I urge you to support the Mobile Home resident positions on the MOU.

Thank you for reading my concerns.

Sincerely,

Sent from my iPhone

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Concern on Mobile Home MOU and disappearing amenities
Date: Wednesday, April 7, 2021 10:58:16 AM

Forwarding from the Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

-----Original Message-----

From: Mandac, Deb <deb_mandac@fuhisd.org>
Sent: Wednesday, April 7, 2021 8:34 AM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Concern on Mobile Home MOU and disappearing amenities

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I am concerned about disappearing amenities. Those of us who live in Sunnyvale Mobile Home Parks have not had access to any amenities for more than a year.

While it is understandable why the amenities were all shut down because of the pandemic; we still pay for these amenities.

In addition, my rent increased this year by over 3% while Sunnyvale apartment renters average rents were reduced by up to 9% according to the Mercury News.

High rent increases and loss of the use of the clubhouse and the pool are only two reasons why Sunnyvale Mobile Home Residents are so frustrated with the mobile home park owners.

I totally support the resident positions concerning the Memorandum of Understanding. Space rent and the amount of increase in rent to a new buyer must be reasonable. I urge you to support the Mobile Home resident positions on the MOU.

Thank you for reading my concerns.

Sincerely,

Deb Mandac
Adobe Wells Mobile Home Park Resident

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Concern on Mobile Home MOU and disappearing amenities
Date: Monday, April 12, 2021 2:40:19 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: Claudia Amaya <claudiaamaya8787@gmail.com>
Sent: Sunday, April 11, 2021 3:43 PM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Concern on Mobile Home MOU and disappearing amenities

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I am concerned about disappearing amenities. Those of us who live in Sunnyvale Mobile Home Parks have not had access to any amenities for more than a year.

While it is understandable why the amenities were all shut down because of the pandemic; we still pay for these amenities.

In addition, my rent increased this year by over 3% while Sunnyvale apartment renters average rents were reduced by up to 9% according to the Mercury News.

High rent increases and loss of the use of the clubhouse and the pool are only two reasons why Sunnyvale Mobile Home Residents are so frustrated with the mobile home park owners.

I totally support the resident positions concerning the Memorandum of Understanding. Space rent and the amount of increase in rent to a new buyer must be reasonable. I urge you to support the Mobile Home resident positions on the MOU.

Thank you for reading my concerns.

Sincerely,

Claudia Amaya

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: I can't afford unfair rent increases - please help us in the Mobile Home MOU
Date: Monday, April 12, 2021 2:52:49 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: Steve Leung <stevelwcleung@gmail.com>
Sent: Sunday, April 11, 2021 6:24 PM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: I can't afford unfair rent increases - please help us in the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I live in a Mobile Home Park and urge you to support the resident's position that space rent increases be tied to 75% of the Consumer Price Index. In Milpitas, space rent can only go up 60% of CPI or a maximum of 6%.

Since 2015, my rent has increased over 25% but my retirement income and Social Security combined have increased 12%. I spend over half of my income just on housing! Further increases above inflation will leave me destitute.

And in 2020 during the pandemic, while local apartment rents decreased 9% according to the Mercury News, my rent went up another 3%. Park owners are exploiting the fact that we are a vulnerable population, unable to leave our spaces, unlike apartment rentals.

I urge the Council to match rent increase limits common in other bay area cities with rent stabilization like Milpitas, Morgan Hill and Los Gatos. Keep mobile home rent affordable.

Thank you for your consideration.

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: I can't afford unfair rent increases - please help us in the Mobile Home MOU
Date: Monday, April 12, 2021 2:43:11 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: RENEE VANTINE <rvantine316@comcast.net>
Sent: Sunday, April 11, 2021 4:47 PM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>; rvantine316@comcast.net; dharwood13@comcast.net
Subject: I can't afford unfair rent increases - please help us in the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I live in a Mobile Home Park and urge you to support the resident's position that space rent increases be tied to 75% of the Consumer Price Index. In Milpitas, space rent can only go up 60% of CPI or a maximum of 6%.

Since 2015, my rent has increased over 25% but my retirement income and Social Security combined have increased 12%. I spend over half of my income just on housing! Further increases above inflation will leave me destitute.

And in 2020 during the pandemic, while local apartment rents decreased 9% according to the *Mercury News*, my rent went up another 7%. Park owners are exploiting the fact that we are a vulnerable population, unable to leave our spaces, unlike apartment rentals.

I urge the Council to match rent increase limits common in other bay area cities with rent stabilization like Milpitas, Morgan Hill and Los Gatos. Keep mobile home rent affordable.

Thank you for your consideration.

Sincerely,

Renee VanTine
Plaza del Rey, Space 302 since 1994

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: I can't afford unfair rent increases - please help us in the Mobile Home MOU
Date: Monday, April 12, 2021 2:23:58 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: RICH HAUN <spotlightdjrigh@hotmail.com>
Sent: Saturday, April 10, 2021 6:06 PM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: I can't afford unfair rent increases - please help us in the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I live in a Mobile Home Park and I lost my Mobile DJ business, I never get raises for 10 years in my personal job let alone my \$19 backup Covid security job that I have had for 14 months, please I urge you to support the resident's position that space rent increases be tied to 75% of the Consumer Price Index. In Milpitas, space rent can only go up 60% of CPI or a maximum of 6%.

Since 2015, my rent has increased over 25% but my retirement income and Social Security combined have increased 12%. I spend over half of my income just on housing! Further increases above inflation will leave me destitute.

And in 2020 during the pandemic, while local apartment rents decreased 9% according to the Mercury News, my rent went up another 3%. Park owners are exploiting the fact that we are a vulnerable population, unable to leave our spaces, unlike apartment rentals.

I urge the Council to match rent increase limits common in other bay area cities with rent stabilization like Milpitas, Morgan Hill and Los Gatos. Keep mobile home rent affordable.

Thank you for your consideration.

Sincerely,

Specialist Rich Haun
Secure Destruction Specialist KF01C
Security Industry Specialists, Inc. (SIS)

Los Angeles * New York * San Jose * Seattle * Brazil
408.710.0731 (c)
www.sis.us

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: I can't afford unfair rent increases - please help us in the Mobile Home MOU
Date: Monday, April 12, 2021 1:36:44 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: Cindy Jones <cindyjonesskincare@gmail.com>
Sent: Saturday, April 10, 2021 2:11 PM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: I can't afford unfair rent increases - please help us in the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton: I live in a Mobile Home Park and urge you to support the resident's position that space rent increases be tied to 75% of the Consumer Price Index. In Milpitas, space rent can only go up 60% of CPI or a maximum of 6%. Since 2015, my rent has increased over 25% but my retirement income and Social Security combined have increased 12%. I spend over half of my income just on housing! Further increases above inflation will leave me destitute. And in 2020 during the pandemic, while local apartment rents decreased 9% according to the Mercury News, my rent went up another 3%. Park owners are exploiting the fact that we are a vulnerable population, unable to leave our spaces, unlike apartment rentals. I urge the Council to match rent increase limits common in other bay area cities with rent stabilization like Milpitas, Morgan Hill and Los Gatos. Keep mobile home rent affordable. Thank you for your consideration. Sincerely,
Cindy Jones
Space #178
Willow Ranch

From: [Council AnswerPoint](#)
To: [Jennifer Nunez](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Trudi Ryan](#); [Jenny Carloni](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: I can't afford unfair rent increases - please help us in the Mobile Home MOU
Date: Monday, April 12, 2021 1:32:33 PM

Councilmembers,

Forwarding from the Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

-----Original Message-----

From: Erica Osorio <erica.osorio@icloud.com>
Sent: Saturday, April 10, 2021 12:10 PM
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: I can't afford unfair rent increases - please help us in the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I live in a Mobile Home Park and urge you to support the resident's position that space rent increases be tied to 75% of the Consumer Price Index. In Milpitas, space rent can only go up 60% of CPI or a maximum of 6%.

Since 2015, my rent has increased over 25% but my retirement income and Social Security combined have increased 12%. I spend over half of my income just on housing! Further increases above inflation will leave me destitute.

And in 2020 during the pandemic, while local apartment rents decreased 9% according to the Mercury News, my rent went up another 3%. Park owners are exploiting the fact that we are a vulnerable population, unable to leave our spaces, unlike apartment rentals.

I urge the Council to match rent increase limits common in other bay area cities with rent stabilization like Milpitas, Morgan Hill and Los Gatos. Keep mobile home rent affordable.

Thank you for your consideration.

Sincerely,
Erica Osorio

From: [Council AnswerPoint](#)
To: [Jennifer Nunez](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Trudi Ryan](#); [Jenny Carloni](#); [CityClerk AP](#); [Deborah Gorman](#)
Subject: POLICY--FW: I can't afford unfair rent increases - please help us in the Mobile Home MOU
Date: Friday, April 9, 2021 4:10:18 PM

Forwarding from the Council AP.

Regards,
Claire

CLAIRE GARCIA

Sr. Office Assistant

Office of the City Manager
City of Sunnyvale

Phone: 408-730-7487

Fax: 408-730-7696

From: Amanda Michelle <theearlessowl@gmail.com>
Sent: Friday, April 9, 2021 3:57 PM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: I can't afford unfair rent increases - please help us in the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I live in a Mobile Home Park and urge you to support the resident's position that space rent increases be tied to 75% of the Consumer Price Index. In Milpitas, space rent can only go up 60% of CPI or a maximum of 6%.

Since 2015, my rent has increased over 25% but my retirement income and Social Security combined have increased 12%. I spend over half of my income just on housing! Further increases above inflation will leave me destitute.

And in 2020 during the pandemic, while local apartment rents decreased 9% according to the Mercury News, my rent went up another 3%. Park owners are exploiting the fact that we are a vulnerable population, unable to leave our spaces, unlike apartment rentals.

I urge the Council to match rent increase limits common in other bay area cities with rent stabilization like Milpitas, Morgan Hill and Los Gatos. Keep mobile home rent affordable.

Thank you for your consideration.

Sincerely,
Amanda

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: I can't afford unfair rent increases - please help us in the Mobile Home MOU
Date: Thursday, April 8, 2021 5:08:12 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: Peggy Tse <peggy.b.tse@gmail.com>
Sent: Thursday, April 8, 2021 4:53 PM
To: Council AnswerPoint <council@sunnyvale.ca.gov>
Cc: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Subject: I can't afford unfair rent increases - please help us in the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I live in a Mobile Home Park and urge you to support the resident's position that space rent increases be tied to 75% of the Consumer Price Index. In Milpitas, space rent can only go up 60% of CPI or a maximum of 6%.

Since 2015, my rent has increased over 25% but my retirement income and Social Security combined have increased 12%. I spend over half of my income just on housing! Further increases above inflation will leave me destitute.

And in 2020 during the pandemic, while local apartment rents decreased 9% according to the *Mercury News*, my rent went up another 3%. Park owners are exploiting the fact that we are a vulnerable population, unable to leave our spaces, unlike apartment rentals.

I urge the Council to match rent increase limits common in other bay area cities with rent stabilization like Milpitas, Morgan Hill and Los Gatos. Keep mobile home rent affordable.

Thank you for your consideration.

Sincerely,
Peggy White

From: [Council AnswerPoint](#)
To: [Jennifer Nunez](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Trudi Ryan](#); [Jenny Carloni](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: I can't afford unfair rent increases - please help us in the Mobile Home MOU
Date: Thursday, April 8, 2021 4:44:16 PM

Councilmembers,

Forwarding from the Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: Daniel Barros <DB-408@hotmail.com>
Sent: Thursday, April 8, 2021 4:00 PM
To: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: I can't afford unfair rent increases - please help us in the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I live in a Mobile Home Park and urge you to support the resident's position that space rent increases be tied to 75% of the Consumer Price Index. In Milpitas, space rent can only go up 60% of CPI or a maximum of 6%.

Since 2015, my rent has increased over 25% but my retirement income and Social Security combined have increased 12%. I spend over half of my income just on housing! Further increases above inflation will leave me destitute.

And in 2020 during the pandemic, while local apartment rents decreased 9% according to the *Mercury News*, my rent went up another 3%. Park owners are exploiting the fact that we are a vulnerable population, unable to leave our spaces, unlike apartment rentals.

I urge the Council to match rent increase limits common in other bay area cities with rent stabilization like Milpitas, Morgan Hill and Los Gatos. Keep mobile home rent affordable.

Thank you for your consideration.

Sincerely,

Daniel Barros

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: I can't afford unfair rent increases - please help us in the Mobile Home MOU
Date: Thursday, April 8, 2021 3:05:55 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

-----Original Message-----

From: Michael McKay <michael13mckay@yahoo.com>
Sent: Thursday, April 8, 2021 12:04 PM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: I can't afford unfair rent increases - please help us in the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I live in a Mobile Home Park in our lovely City of Sunnyvale and urge you to support the resident's position that space rent increases be tied to 75% of the Consumer Price Index. In Milpitas, space rent can only go up 60% of CPI or a maximum of 6%.

In 2020 during the pandemic, while local apartment rents decreased 9% according to the Mercury News, my rent went up another 3%. Park owners are exploiting the fact that we are a vulnerable population, unable to leave our spaces, unlike apartment rentals.

I urge the Council to match rent increase limits common in other bay area cities with rent stabilization like Milpitas, Morgan Hill and Los Gatos. Please keep mobile home rent affordable.

Sincerely,
Michael McKay
Resident@Casa De Amigos

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: I can't afford unfair rent increases - please help us in the Mobile Home MOU
Date: Thursday, April 8, 2021 3:04:56 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: Adam Hansen <snoopyh42@gmail.com>
Sent: Thursday, April 8, 2021 12:02 PM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: I can't afford unfair rent increases - please help us in the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I live in a Mobile Home Park and urge you to support the resident's position that space rent increases be tied to 75% of the Consumer Price Index. In Milpitas, space rent can only go up 60% of CPI or a maximum of 6%.

I moved in to Casa de Amigos MHP in March of 2019, and my space rent has already increased significantly while my income has gone down.

In 2020 during the pandemic, while local apartment rents decreased 9% according to the Mercury News, my rent went up another 3%. Park owners are exploiting the fact that we are a vulnerable population, unable to leave our spaces, unlike apartment rentals.

I urge the Council to match rent increase limits common in other bay area cities with rent stabilization like Milpitas, Morgan Hill and Los Gatos. Keep mobile home rent affordable.

Thank you for your consideration.

Sincerely,

Adam D. Hansen
1085 Tasman Dr., Spc 376
Sunnyvale, CA 94089

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: I can't afford unfair rent increases - please help us in the Mobile Home MOU
Date: Thursday, April 8, 2021 2:55:16 PM

Forwarding from the Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: Jessica DeBuck <roweena@sonic.net>
Sent: Thursday, April 8, 2021 11:48 AM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: I can't afford unfair rent increases - please help us in the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I live in a Mobile Home Park and urge you to support the resident's position that space rent increases be tied to 75% of the Consumer Price Index. In Milpitas, space rent can only go up 60% of CPI or a maximum of 6%.

Since 2015, my rent has increased over 25% but my retirement income and Social Security combined have increased 12%. I spend over half of my income just on housing! Further increases above inflation will leave me destitute.

And in 2020 during the pandemic, while local apartment rents decreased 9% according to the Mercury News, my rent went up another 3%. Park owners are exploiting the fact that we are a vulnerable population, unable to leave our spaces, unlike apartment rentals.

I urge the Council to match rent increase limits common in other bay area cities with rent stabilization like Milpitas, Morgan Hill and Los Gatos. Keep mobile home rent affordable.

Thank you for your consideration.

Sincerely,
Sent from [Mail](#) for Windows 10

From: [Council AnswerPoint](#)
To: [Jennifer Nunez](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Trudi Ryan](#); [Deborah Gorman](#); [Jenny Carloni](#); [CityClerk AP](#)
Subject: POLICY--FW: I can't afford unfair rent increases - please help us in the Mobile Home MOU
Date: Thursday, April 8, 2021 2:41:47 PM

Councilmembers,

Forwarding from the Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

-----Original Message-----

From: kathy jasso <cmkathyjasso@yahoo.com>
Sent: Thursday, April 8, 2021 11:17 AM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: I can't afford unfair rent increases - please help us in the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I live in a Mobile Home Park and urge you to support the resident's position that space rent increases be tied to 75% of the Consumer Price Index. In Milpitas, space rent can only go up 60% of CPI or a maximum of 6%.

Since 2015, my rent has increased over 25% but my retirement income and Social Security combined have increased 12%. I spend over half of my income just on housing! Further increases above inflation will leave me destitute.

And in 2020 during the pandemic, while local apartment rents decreased 9% according to the Mercury News, my rent went up another 3%. Park owners are exploiting the fact that we are a vulnerable population, unable to leave our spaces, unlike apartment rentals.

I urge the Council to match rent increase limits common in other bay area cities with rent stabilization like Milpitas, Morgan Hill and Los Gatos. Keep mobile home rent affordable.

Thank you for your consideration.

Sincerely,
Dorothy k Jasso
1050 Borregas Ave sp 27
Sunnyvale CA 94089

Sent from my iPhone

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: I can't afford unfair rent increases - please help us in the Mobile Home MOU
Date: Wednesday, April 7, 2021 5:11:35 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: candacevivanco <candacevivanco@yahoo.com>
Sent: Wednesday, April 7, 2021 1:50 PM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: I can't afford unfair rent increases - please help us in the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I live in a Mobile Home Park and urge you to support the resident's position that space rent increases be tied to 75% of the Consumer Price Index. In Milpitas, space rent can only go up 60% of CPI or a maximum of 6%.

Since 2015, my rent has increased over 25% but my retirement income and Social Security combined have increased 12%. I spend over half of my income just on housing! Further increases above inflation will leave me destitute.

And in 2020 during the pandemic, while local apartment rents decreased 9% according to the Mercury News, my rent went up another 3%. Park owners are exploiting the fact that we are a vulnerable population, unable to leave our spaces, unlike apartment rentals.

I urge the Council to match rent increase limits common in other bay area cities with rent stabilization like Milpitas, Morgan Hill and Los Gatos. Keep mobile home rent affordable.

Thank you for your consideration.

Sincerely,

Candace Alberts

Sent via the Samsung Galaxy S8+, an AT&T 5G Evolution capable smartphone

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: I can't afford unfair rent increases - please help us in the Mobile Home MOU
Date: Wednesday, April 7, 2021 11:01:19 AM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

-----Original Message-----

From: Mandac, Deb <deb_mandac@fuhisd.org>
Sent: Wednesday, April 7, 2021 8:35 AM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: I can't afford unfair rent increases - please help us in the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I live in a Mobile Home Park and urge you to support the resident's position that space rent increases be tied to 75% of the Consumer Price Index. In Milpitas, space rent can only go up 60% of CPI or a maximum of 6%.

Since 2015, my rent has increased over 25% but my retirement income and Social Security combined have increased 12%. I spend over half of my income just on housing! Further increases above inflation will leave me destitute.

And in 2020 during the pandemic, while local apartment rents decreased 9% according to the Mercury News, my rent went up another 3%. Park owners are exploiting the fact that we are a vulnerable population, unable to leave our spaces, unlike apartment rentals.

I urge the Council to match rent increase limits common in other bay area cities with rent stabilization like Milpitas, Morgan Hill and Los Gatos. Keep mobile home rent affordable.

Thank you for your consideration.

Sincerely,

Deb Mandac
Adobe Wells Mobile Home Park Resident

This electronic mail transmission and any files transmitted with it may contain confidential information only for use by the intended recipients. Unless you are the addressee (or authorized to receive messages for the addressee), you

may not use, copy, disclose, or distribute this message (or any information contained in or attached to it) to anyone. If you received this communication in error, please notify the sender by reply e-mail and then delete the communication from your electronic mail system.

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: I can't afford unfair rent increases - please help us in the Mobile Home MOU
Date: Wednesday, April 7, 2021 11:00:08 AM

Forwarding from the Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

-----Original Message-----

From: Mandac, Deb <deb_mandac@fuhisd.org>
Sent: Wednesday, April 7, 2021 8:35 AM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: I can't afford unfair rent increases - please help us in the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I live in a Mobile Home Park and urge you to support the resident's position that space rent increases be tied to 75% of the Consumer Price Index. In Milpitas, space rent can only go up 60% of CPI or a maximum of 6%.

Since 2015, my rent has increased over 25% but my retirement income and Social Security combined have increased 12%. I spend over half of my income just on housing! Further increases above inflation will leave me destitute.

And in 2020 during the pandemic, while local apartment rents decreased 9% according to the Mercury News, my rent went up another 3%. Park owners are exploiting the fact that we are a vulnerable population, unable to leave our spaces, unlike apartment rentals.

I urge the Council to match rent increase limits common in other bay area cities with rent stabilization like Milpitas, Morgan Hill and Los Gatos. Keep mobile home rent affordable.

Thank you for your consideration.

Sincerely,

Deb Mandac
Adobe Wells Mobile Home Park Resident

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may not use, copy, disclose, or distribute this message (or any information contained in or attached to it) to anyone. If you received this communication in error, please notify the sender by reply e-mail and then delete the communication from your electronic mail system.

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: I can't afford unfair rent increases - please help us in the Mobile Home MOU
Date: Wednesday, April 7, 2021 10:56:02 AM

Forwarding from the Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

-----Original Message-----

From: Feng Liu <fengliu611@gmail.com>
Sent: Wednesday, April 7, 2021 8:22 AM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: I can't afford unfair rent increases - please help us in the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I live in a Mobile Home Park and urge you to support the resident's position that space rent increases be tied to 75% of the Consumer Price Index. In Milpitas, space rent can only go up 60% of CPI or a maximum of 6%.

Since 2015, my rent has increased over 25% but my retirement income and Social Security combined have increased 12%. I spend over half of my income just on housing! Further increases above inflation will leave me destitute.

And in 2020 during the pandemic, while local apartment rents decreased 9% according to the Mercury News, my rent went up another 3%. Park owners are exploiting the fact that we are a vulnerable population, unable to leave our spaces, unlike apartment rentals.

I urge the Council to match rent increase limits common in other bay area cities with rent stabilization like Milpitas, Morgan Hill and Los Gatos. Keep mobile home rent affordable.

Thank you for your consideration.

Sincerely,
Feng Liu

Sent from my iPhone

From: [Council AnswerPoint](#)
To: [Jennifer Nunez](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Trudi Ryan](#); [Deborah Gorman](#); [Jenny Carloni](#); [CityClerk AP](#)
Subject: POLICY--FW: I can't afford unfair rent increases - please help us in the Mobile Home MOU
Date: Monday, April 12, 2021 3:21:19 PM

Councilmembers,

Forwarding from the Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: Quang Huynh & Bichchi Pham <qhuynh45@gmail.com>
Sent: Sunday, April 11, 2021 6:34 PM
To: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: I can't afford unfair rent increases - please help us in the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I live in a Mobile Home Park and urge you to support the resident's position that space rent increases be tied to 75% of the Consumer Price Index. In Milpitas, space rent can only go up 60% of CPI or a maximum of 6%.

Since 2015, my rent has increased over 25% but my retirement income and Social Security combined have increased 12%. I spend over half of my income just on housing! Further increases above inflation will leave me destitute.

And in 2020 during the pandemic, while local apartment rents decreased 9% according to the *Mercury News*, my rent went up another 3%. Park owners are exploiting the fact that we are a vulnerable population, unable to leave our spaces, unlike apartment rentals.

I urge the Council to match rent increase limits common in other bay area cities with rent stabilization like Milpitas, Morgan Hill and Los Gatos. Keep mobile home rent affordable.

Thank you for your consideration.

Sincerely,

Quang Huynh and Bichchi Pham

From: [Council AnswerPoint](#)
To: [Jennifer Nunez](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Trudi Ryan](#); [Jenny Carloni](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: I can't afford unfair Sunnyvale rent increases - please help us in the Mobile Home MOU
Date: Thursday, April 8, 2021 8:13:09 AM

Councilmembers,

Forwarding from the Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: Sally P. Toner <sallyptoner@protonmail.com>
Sent: Wednesday, April 7, 2021 6:55 PM
To: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: I can't afford unfair Sunnyvale rent increases - please help us in the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

These Multi Billion Companies here in Silicon Valley where I have been recycled at during these past 25-30 years are offering the exact same pay they did that long ago further exasperating the problem of not being able to afford rent.

I live in a Mobile Home Park and urge you to support the resident's position that space rent increases be tied to 75% of the Consumer Price Index. In Milpitas, space rent can only go up 60% of CPI or a maximum of 6%.

Since 2015, my rent has increased over 25% but my retirement income and Social Security combined have increased 12%. I spend nearly all my income just on housing! Further increases above inflation will leave me destitute.

And in 2020 during the pandemic, while local apartment rents decreased 9% according to the *Mercury News*, my rent went up another 3%. Park owners are exploiting the fact that we are a vulnerable population, unable to leave our spaces, unlike apartment rentals.

I urge the Council to match rent increase limits common in other bay area cities with rent stabilization like Milpitas, Morgan Hill and Los Gatos. Keep mobile home rent affordable.

Thank you for your consideration.

Sincerely,

Sally P Toner

Sent with [ProtonMail](#) Secure Email.

From: [Council AnswerPoint](#)
To: [Jennifer Nunez](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Trudi Ryan](#); [Deborah Gorman](#); [Jenny Carloni](#); [CityClerk AP](#)
Subject: POLICY--FW: I Support the Mobile Home Residents
Date: Tuesday, April 13, 2021 5:03:46 PM

Councilmembers,

Forwarding from the Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: NANCY O'SHEA <nancyoshea07@comcast.net>
Sent: Tuesday, April 13, 2021 4:20 PM
To: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: I Support the Mobile Home Residents

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I urge you to support the Mobile Home Resident positions that ensure that the MOU aligns with Bay Area jurisdictions that have enacted housing policies to protect Mobile Homes as Affordable Housing Stock.

More than ninety jurisdictions in California have adopted a form of rent stabilization for mobile home parks. Most mobile home regulations in the Bay Area limit space rent increases to 75% of CPI with no floor and no cap, and space rent increases of 0 to 10% when a mobile home is sold.

Mobile home owners, unlike apartment tenants, have monthly housing expenses such as home, fire and earthquake insurance; garbage and

sewer, a home mortgage and property taxes. In addition, we pay for our home maintenance - tree trimming, plumbers, electricians, roofers, etc. And while apartment rents decreased in 2020, the rent for mobile home owners did not.

I urge you to support the Resident positions to ensure a safe and reasonable affordable housing option for 11,000 Sunnyvale residents like me.

Thank you.

Nancy O'Shea

El Dorado Mobile Home Park

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: I survive on Social Security. Please support a strong Mobile Home MOU.
Date: Thursday, April 8, 2021 3:15:15 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: Russ Beebe <winehiker@gmail.com>
Sent: Thursday, April 8, 2021 2:52 PM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: I survive on Social Security. Please support a strong Mobile Home MOU.

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton,

Please support the Mobile Home resident positions on the MOU. I live in a Mobile Home Park and am concerned that space rents are continuing to rise and that soon, after living in Sunnyvale for many years, I will be unable to afford living in my home.

I survive on Social Security Benefits, which increase less than 2% a year; meanwhile rents in my park have increase 3% every year, regardless of the inflation rate or the general rise in the cost of living. These rent increases force me to use up what little savings I have had and, frankly, I am at a breaking point. I am afraid that I will not have enough money to repair my truck or pay for food. In Milpitas, mobile home space rent increases are limited to 50% of the Consumer Price Index with no floor. Why can't we do that here?

The resident position is to limit rent increases to 75% of CPI - though I would have us be on par with Milpitas (i.e., 50% of CPI). At least I'll be able to stay in my home. Please support an MOU that mobile home residents living on Social Security can live with.

Thank you very much.

Sincerely,

Russ Beebe
Adobe Wells, Sunnyvale

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Looking for help with mobile home park - can't sell my home
Date: Thursday, April 8, 2021 8:13:38 AM

Forwarding from the Council AP.

Regards,

Jennifer Nuñez (she/her/hers)

Executive Assistant- Mayor & Council

Office of the City Manager

City of Sunnyvale

Phone: 408-730-7913

From: Jill Selvaggio <jselvagg@gmail.com>
Sent: Wednesday, April 7, 2021 5:38 PM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Looking for help with mobile home park - can't sell my home

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I am writing for help. I have lived in, and loved, Sunnyvale since moving here in early 2000. In 2015, I was finally able to afford a home of my own - I purchased a mobile home in Plaza del Rey so that I could stay in Sunnyvale.

I placed my home on the market in early 2020 because I married and moved to Santa Cruz County. I originally priced my home at \$210,000 - a price that my realtor said was fair, covered the rest of my existing mortgage, and was similar to what other mobile homes seemed to be selling for. My space rent was about \$1400 but would balloon to over \$2300 for new buyers. This quickly became an issue and the house has been on the market for over a year.

Here is what I've done to try to sell my home:

1. Lowered my price over the past 14 months from \$210,000 to \$165,000 (so now, if I were to sell, I'd owe my mortgage company money to make up the difference)
2. Painted it to improve the curb appeal
3. Pled with Hometown to reduce the space rent - trying to get them to see that they'd still be

making more money compared to my existing space rent if they just lowered the rent for new buyers to \$2000. They said they would not. So I have been paying about \$1400 while waiting for it to sell, so that meant that for every month that I pay rent they are losing out if it had been a new owner paying \$600 more. So rather than meet me in the middle and reduce the monthly rent for new buyers to just a few hundred dollars less, they've indicated that they will wait, collecting my \$1400 per month, until I sell it at the higher \$2300 rent.

4. Offered friends a \$10,000 gift to help them towards the down payment to purchase my home. These were two different families - both of whom had never owned a home before and were hoping to finally realize their American Dream. However, the high rent, and the concern that the rent would continue to skyrocket, caused both families to pull out. So they continue to rent in another city, aren't paying property taxes, and aren't able to become homeowners in this amazing city.

Mobile home parks are supposed to be affordable. You get a lot of house, many great amenities, and an amazing location (Sunnyvale!!) for less than a traditional stick built house. This was an affordable home for me when I purchased it six years ago but it is no longer affordable. Quite frankly, it is no longer fair.

I have tried to sell my home for almost 14 months now (and have paid nearly \$50,000 in that time to let a house sit vacant because I can't sell it and the park rules prohibit me from renting). I believe that the park should be able to raise the rent slightly but not so much that the homes are devalued and that buyers are turned away from the park.

I urge Sunnyvale Council to support the resident's position on limiting space rent increases.

Thank you!

Jill Selvaggio Scanlon

Plaza del Rey, space 930

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: MeltonCouncil@sunnyvale.ca.gov
Date: Wednesday, April 7, 2021 4:54:29 PM

Forwarding from the Council AP.

Regards,

Jennifer Nuñez (she/her/hers)

Executive Assistant- Mayor & Council

Office of the City Manager

City of Sunnyvale

Phone: 408-730-7913

From: James Bryson <james_hawk5@yahoo.com>
Sent: Wednesday, April 7, 2021 10:28 AM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: MeltonCouncil@sunnyvale.ca.gov

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I live in Willow Ranch Mobile Home Park and urge you to support the resident's position that space rent increases be tied to 75% of the Consumer Price Index. In Milpitas, space rent can only go up 60% of CPI or a maximum of 6%.

Since 2015, my rent has increased over 25% but I am on Workers Comp Disability which has no cost of living increase. I had a stroke, then fractured my spine, then had surgery that failed to correct the damage. I now suffer from permanent nerve damage and 24hr pain. I spend over 95% of my disability on rent and have been relying on friends and selling my personal items to make up the difference. My Social Security has not been approved and further increases above inflation will leave me destitute.

In 2020 during the pandemic, while local apartment rents decreased 9% according to the Mercury News, my rent went up another 3%. It is due to go up again in a few months with no end in site. Park owners are exploiting the fact that we are a vulnerable population, unable to leave our spaces, unlike apartment rentals. Senior parks like Willow Ranch should be trying to protect our seniors not destroy them. Almost all of us are on fixed incomes and just want a safe and quiet place to live out the remainder of our lives. Even if I was able to sell my house I

would not have enough to relocate, especially now. I have no job or income so nobody would rent to me in the first place. After struggling my whole life to get by I don't want to spend the end of my life on the streets...nobody does. Please don't let these parks contribute to the, already, explosive homeless problem this state is experiencing.

I urge the Council to match rent increase limits common in other bay area cities with rent stabilization like Milpitas, Morgan Hill and Los Gatos. Keep mobile home rent affordable.

Thank you for your consideration.

Sincerely,

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: My name is Landré Weaver. I have 4 children make less than \$40K a year. I can't afford unfair rent increases - please help us in the Mobile Home MOU
Date: Monday, April 12, 2021 3:28:15 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: Landre Weaver <mrlweaver@gmail.com>
Sent: Monday, April 12, 2021 7:23 AM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: My name is Landré Weaver. I have 4 children make less than \$40K a year. I can't afford unfair rent increases - please help us in the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I live in Rancho la Mesa Mobile Home Park and urge you to support the resident's position that space rent increases be tied to 75% of the Consumer Price Index. In Milpitas, space rent can only go up 60% of CPI or a maximum of 6%.

I spend over half of my income just on housing! Further increases above inflation will leave me destitute.

And in 2020 during the pandemic, while local apartment rents decreased 9% according to the Mercury News, my rent went up another 3%. Park owners are exploiting the fact that we are a vulnerable population, unable to leave our spaces, unlike apartment rentals.

I urge the Council to match rent increase limits common in other bay area cities with rent stabilization like Milpitas, Morgan Hill and Los Gatos. Keep mobile home rent affordable.

Thank you for your consideration.

Sincerely,

Landré Weaver Sr
650.271.5873

From: [Council AnswerPoint](#)
To: [Marion Valino](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Trudi Ryan](#); [Deborah Gorman](#); [Jenny Carloni](#); [CityClerk AP](#)
Subject: POLICY--FW: Paying \$138 more within 6 months of moving in
Date: Friday, April 9, 2021 12:52:31 PM

Forwarding from OCM AP.

Thanks,
Marion

MARION VALINO
Sr. Office Assistant
Office of the City Manager
City of Sunnyvale
(408) 730-7907

From: Council AnswerPoint <council@sunnyvale.ca.gov>
Sent: Friday, April 9, 2021 10:28 AM
To: Diego Garnica <dg300500@gmail.com>
Subject: RE: Paying \$138 more within 6 months of moving in

Mr. Garnica,

Thank you for submitting your request to the Council's Access Sunnyvale. I am copying key City staff for their review as well.

Sincerely,
Marion

MARION VALINO
Sr. Office Assistant
Office of the City Manager
City of Sunnyvale
(408) 730-7907

MARION VALINO
Sr. Office Assistant
Office of the City Manager
City of Sunnyvale
(408) 730-7907

From: Diego Garnica <dg300500@gmail.com>
Sent: Thursday, April 8, 2021 6:43 PM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros

<CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>

Cc: Council AnswerPoint <council@sunnyvale.ca.gov>

Subject: Paying \$138 more within 6 months of moving in

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

My wife and I just moved into Casa de Amigos last September and within 6 months our rent has increased \$138 that includes the \$100 for being a new owner and the \$38 for the new year increase. That increase happened while being on the pandemic, we are not able to use amenities and still the park owners decided to increase the full 3%.

We just purchased this home and are already thinking about selling in a little over a year, we realized that the owners have other priorities and only one goal in mind "make money". We would like this situation to be fairer. I do not think is fair to increase rent at the same pace as it is happening now, there should be some kind of mutual agreement to benefit everyone, please support our cause, you have the power to help us

I urge the Council to match rent increase limits common in other bay area cities with rent stabilization. Please help us to keep mobile home rent affordable.

Sincerely,

Diego Garnica

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please help protect mobile homeowners MOU
Date: Monday, April 12, 2021 1:30:39 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: Jonathan Veach <jonveach@gmail.com>
Sent: Friday, April 9, 2021 7:17 PM
To: Council AnswerPoint <council@sunnyvale.ca.gov>; Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Fred Kameda <kamedaafm@gmail.com>; Jason Feinsmith <jason@feinsmith.com>; Jenny Carloni <JCarloni@sunnyvale.ca.gov>
Subject: Please help protect mobile homeowners MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton

I am following up on a prior email to explain in more detail why the mobile home market is a distorted market that needs government intervention.

My professional background is unique because I have spent half of my career in investment banking and the other half in affordable housing. I have been in the Bay Area for about 5 years now, working in affordable housing, and living as a resident at Mary Manor mobile home park.

As housing and real estate policymakers, especially in the Bay Area, we tend to assume property and land values perpetually increase in value. However, to truly understand if a market is functioning properly, we need to also assess which parties bear risk and then form policies that ensure both risk and reward are shared equitably.

Based on current long-term leases and proposals that I have reviewed, Park owners are able to increase rents to keep up with inflation, but also collect a minimum increase of 3.5% in the event CPI is unchanged or decreases.

In other words, even if the value of the underlying land asset is unchanged or even depreciates, Park owners are still permitted to what effectively results in a wealth transfer from homeowners to park owners.

In periods of economic recession or even depression, our home prices will drop significantly but space rents will not drop. If homeowners are lucky, Park owners will keep rents fixed; however, there is nothing preventing them from taking the minimum increases. It needs to be understood that homeowners bear ALL the risk of potential land depreciation. If the market crashes, rents can remain fixed, and all the losses will be carried by homeowner equity. Park owners effectively bear no downside risk but are attempting to capture all and any upside appreciation. This is the definition of free riding in a distorted and broken market.

Park owners are asking for minimum guaranteed returns, protection against inflation, they want homeowners to assume all the risk of land depreciation, and they also want to claim all the upside of land appreciation. This is precisely why hedge funds and private equity funds are buying up mobile home assets like crazy. Families in our park communities invest a lot of time and money into our homes and we should not be ashamed to expect some asset appreciation because the market structure forces us to assume all risk.

It is a very distorted market that needs government intervention.

Thank you for your time and consideration and happy to discuss in more detail if needed.

Regards,

Jonathan Veach

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please help Sunnyvale Mobile Home Residents
Date: Monday, April 12, 2021 2:24:45 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: Margaret Jones <me.jones@me.com>
Sent: Saturday, April 10, 2021 8:13 PM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please help Sunnyvale Mobile Home Residents

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Greetings:

Please support the Sunnyvale Mobile Home Memorandum of Understanding resident positions. Come September I will have lived in my mobile home park for 25 years and am concerned as space rents are continuing to rise and some drastically.

I am currently 67 years old and will be retiring soon with a fixed income so I am very worried. I will be living on Social Security Benefits which increases approximately 2% a year. Three years ago my annual rent increase almost doubled from 4% annually to 7.5% annually. The rent increases will force me to use savings much faster than I anticipated.

Of course selling and moving to a City with reasonable rent accommodations should be an option. Unfortunately selling is not likely as new resident space rent is so high homes in my park are not selling unless at a drastically reduce price. Moving would likely mean having a mortgage which I do not have now so I would be in the same position in using savings faster than planned.

Apparently in Milpitas, mobile home space rent increases are limited to 50% of the Consumer Price Index with no floor. Would something similar be possible in Sunnyvale?

Please support the Sunnyvale residents position. Your time and attention to this matter is greatly appreciated.

Sincerely,

Margaret E. Jones

me.jones@me.com

1220 Vienna Drive, Space 709

Sunnyvale, California 94089-2021

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please help the mobile home MOU: Around \$100,000.00 Loss in My Home's Value Due to Plaza Del Rey's Base Rent Increase to \$2380.00 for New Buyers
Date: Wednesday, April 7, 2021 5:13:38 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: Dan Balco <dbalco@gmail.com>
Sent: Wednesday, April 7, 2021 2:53 PM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>; Dan Balco <dbalco@gmail.com>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please help the mobile home MOU: Around \$100,000.00 Loss in My Home's Value Due to Plaza Del Rey's Base Rent Increase to \$2380.00 for New Buyers

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

Since 2015, Plaza Del Rey's mobile home base space rent for new buyers, not including anything else, like utilities, has more than doubled from around \$1100.00 per month to \$2380.00 per month. My space rent in 2015 was \$968.00. I don't know exactly what the rent for new buyers was in 2015, but my guess is it was around \$1100.00.

My understanding is the base space rent for new buyers in other Sunnyvale mobile home parks is around \$1400.00 per month, so my home would sell for about \$100,000.00 less than a similar home in another Sunnyvale mobile home park. This is unethical. The loss of my home equity directly impacts my retirement savings if I sell my home, which I was planning to do in the next few years.

In Milpitas, space rent does not increase to new buyers.

Please ensure our mobile home MOU will strongly limit allowable space rent increases when a home

is sold. I think a reasonable increase should be limited to the lower of the annual change in the Consumer Price Index or 5%.

I urge Sunnyvale Council to support the resident's position on limiting space rent increases.

Thank you!

Dan Balco
Plaza Del Rey, Mobile Home Park
Space 258



Virus-free. www.avast.com

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please help the mobile home MOU: I can't sell my home
Date: Wednesday, April 7, 2021 4:58:18 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: Rachel Stewart <rache.stewart53@gmail.com>
Sent: Wednesday, April 7, 2021 10:46 AM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please help the mobile home MOU: I can't sell my home

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

Since 2015, my mobile home rent has increased much more than inflation or my income. I can no longer afford my rent so I have to sell to escape this. But I can't sell my home because my park wants to raise new buyer space rent so much that I have to massively drop my selling price.

Since, I am now retired and living on Social Security, I can only offered my mortgage payment. My son now lives with me to help pay the space rent, to prevent me from losing everything. If, I had a reasonable space rent to offer a buyer, my beautiful mobile home would still sell with a small a profit and I could leave Adobe Wells with dignity.

Every \$100/month rent increase translates to a \$10,000 home sale price reduction. And they take advantage of the fact that mobile home residents are locked into our spaces. The loss of my home equity directly impacts my entire retirement savings, which is tiny to start with. This is unethical highway robbery.

In Milpitas, space rent does not increase to new buyers. Please ensure our mobile home MOU will strongly limit allowable space rent increases when a home is sold. I think a reasonable increase

should be limited to the lower of the annual change in the Consumer Price Index or 5%.

I urge Sunnyvale Council to support the resident's position on limiting space rent increases.

My neighbor left for Texas over two years ago and her beautiful coach is still unsold, because of the space rent issue. The Adobe Wells park owners are profiting while she is losing money every month. That is an injust!

Please help us!!!!

Thank you!

Rachel Stewart
Sent from [Mail](#) for Windows 10

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please help the mobile home MOU: Owners can't sell their homes
Date: Thursday, April 8, 2021 8:16:44 AM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: Jonathan Veach <JVeach@SantaClaraCA.gov>
Sent: Wednesday, April 7, 2021 9:40 PM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>; Jonathan Veach <JVeach@SantaClaraCA.gov>
Subject: Please help the mobile home MOU: Owners can't sell their homes

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I've been working in affordable housing for the past 10 years and I also live in a mobile home at Mary Manor in Sunnyvale.

I joined the Resident Stakeholder Group at the urging of my neighbors because so many of them are having trouble selling their homes.

Rents have increased more than inflation and continue to increase despite the ongoing pandemic. Moreover, at turnover the rents are increased so much that many of us are having trouble selling our homes due to the impact on sales prices.

It is true that every \$100/month rent increase translates to *at least* a \$10,000 - \$15,000 home sale price reduction. This dynamic leaves our communities vulnerable and at the mercy of market participants.

I would propose a max increase at turnover in the range of 5-10%. For every \$100 increase above that cap, there should be an equity loss payout to the homeowner to compensate for losses.

I urge Sunnyvale Council to support the residents' position on limiting space rent increases.

Thank you for your support!

From: [Council AnswerPoint](#)
To: [Jennifer Nunez](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Trudi Ryan](#); [Deborah Gorman](#); [Jenny Carloni](#); [CityClerk AP](#)
Subject: POLICY--FW: Please help us in the Mobile Home MOU
Date: Tuesday, April 13, 2021 5:03:09 PM

Councilmembers,

Forwarding from the Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: Carol Valenti <carolvalenti597@gmail.com>
Sent: Tuesday, April 13, 2021 3:38 PM
To: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please help us in the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I live in Casa de Amigos MHP and urge you to support the resident's position that space rent increases be tied to 75% of the Consumer Price Index. In Milpitas, space rent can only go up 60% of CPI or a maximum of 6%.

Sunnyvale Mobile Home Residents would like the Council to match rent increase limits common in other bay area cities with rent stabilization like Milpitas, Morgan Hill and Los Gatos. Keep mobile home rent affordable.

Thank you for your consideration.

Sincerely,

Carol Valenti

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please help us with the mobile home MOU: I can't sell my home
Date: Tuesday, April 13, 2021 11:06:25 AM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: Miriam Luz Alvarado <dololuzm7@gmail.com>
Sent: Monday, April 12, 2021 5:12 PM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please help us with the mobile home MOU: I can't sell my home

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

Since 2015, my mobile home rent has increased much more than inflation or my income. I can no longer afford my rent so I have to sell to escape this. But I can't sell my home because my park wants to raise new buyer space rent so much that I have to massively drop my selling price.

Every \$100/month rent increase translates to a \$10,000 home sale price reduction. And they take advantage of the fact that mobile home residents are locked into our spaces. The loss of my home equity directly impacts my entire retirement savings, which is tiny to start with. This is unethical highway robbery.

In Milpitas, space rent does not increase to new buyers. Please ensure our mobile home MOU will strongly limit allowable space rent increases when a home is sold. I think a reasonable increase should be limited to the lower of the annual change in the Consumer Price Index or 5%.

I urge Sunnyvale Council to support the resident's position on limiting space rent increases.

Thank you!

Sent from [Mail](#) for Windows 10

From: [Council AnswerPoint](#)
To: [Jenny Carloni](#); [Trudi Ryan](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please help us with the mobile home MOU: I can't sell my mobile home
Date: Monday, April 12, 2021 1:38:20 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)

Executive Assistant- Mayor & Council

Office of the City Manager

City of Sunnyvale

Phone: 408-730-7913

From: John Pham <johnny.pham@gmail.com>
Sent: Saturday, April 10, 2021 3:38 PM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please help us with the mobile home MOU: I can't sell my mobile home

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I have been a resident at Plaza Del Rey Mobile Home Park, Sunnyvale since 2014.

Since 2015, my mobile home rent has increased much more than inflation or my income, especially, after the Carlyle Group purchased the Plaza Del Rey Mobile Home Park. I can no longer afford my rent so I have to sell to escape this. But I can't sell my home because my park wants to raise new buyer space rent so much that I have to massively drop my selling price.

Every \$100/month rent increase translates to a \$10,000 home sale price reduction. And they take advantage of the fact that mobile home residents are locked into our spaces. The loss of my home equity directly impacts my entire retirement savings, which is tiny to start with. This is unethical highway robbery.

In Milpitas, space rent does not increase to new buyers. Please ensure our mobile home MOU will strongly limit allowable space rent increases when a home is sold. I think a reasonable increase should be limited to the lower of the annual change in the Consumer Price Index or 5%.

I urge Sunnyvale Council to support the resident's position on limiting space rent increases.

Thank you!

John Pham

Plaza Del Rey SPC 563,

Sunnyvale, CA 94089

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please help us with the mobile home MOU: I can't sell my home
Date: Thursday, April 8, 2021 4:41:11 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: Diana Davis <dharwood13@comcast.net>
Sent: Thursday, April 8, 2021 3:55 PM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>; dharwood13@comcast.net; 'Ken Davis' <krdavis2@hotmail.com>; 'Janet wooldridge' <janet@idealhomes4u.com>
Subject: Please help us with the mobile home MOU: I can't sell my home

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I have lived in Sunnyvale at Plaza del Rey mobile home park since 1996. I have paid a rent increase every year which was always a small percentage. Since 2015 when Carlyle Group bought Plaza then in 2019 Hometown took ownership, when my mobile home rent has increased much more than inflation or my income. My husband and I have decided to move out of the Bay Area to our home in Arnold, CA since we both work from home and are approaching retirement age. I wanted to put my house on the market in mid-March for \$285K but COVID-19 struck and I delayed until May 15, listing at \$249K. I have since reduced the price multiple times and am now on the market at \$134,400 as of today! Before this last drop, I was including paying the first 3 months' rent incentive! We've even offered a generous commission to the agent who brings the buyer. We have tried everything! **I cannot sell because no one will pay \$2,380/month in space rent. And, Hometown America will not allow me to rent out my home, it must be owner occupied. Further, they require a buyer to earn 3x the space rent and have a 700 credit score.** I'm sure you can empathize with the predicament in which I find myself. I wouldn't wish this on anyone!

Over the past year, people make appointments with my realtor and all backed out when they

realized they would have to pay \$2380/month in space rent on top of a mortgage! She hasn't shown it ONCE! My home has been remodeled and well maintained. It is a beautiful 3 bedroom, 2 bath 1572 sq ft model from 1997 and shows well. Check it out at MLS#: [ML81827943](#). It is costing me \$4K/month to maintain my empty house vacant since August 1, 2020 . That is my mortgage, space rent, utilities, insurances, earthquake & flood insurance and property tax, gardener, exterminator and internet!

Counties all around us protect their mobile home residents from what we are being subjected to. In Milpitas, space rent does not increase to new buyers. [THE MOUNTAIN VIEW VOICE](#) just posted an article on mobile home rent control that may go into effect in September for the City of Mountain View! Across the street at Casa de Amigo, homes are selling for what they are worth! Here are home sales at Casa since January 2021 from my realtor (the yellow lines are same comparable to my home. I'm asking \$134,400 for the same home that sold across the street for \$340,000! \$200,000 difference. **I'm at a loss for words.**

Space	Sq Ft	Year	DOM	Space Rent	ML#	List Price	Sale Price	Date Sold
818	1,560	1999	97	\$1,245	ML81802441	\$249,888	\$255,500	
								1/1/2021
137	1,680	2013	4	\$1,235	ML81822365	\$379,000	\$367,000	
								1/8/2021
788	1,800	2002	7	\$1,100	ML81817404	\$265,000	\$260,000	
								1/22/2021
25	1,950	2008	7	\$1,243	ML81823764	\$329,900	\$315,000	
								1/29/2021
230	1,288	2004	47	\$1,185	ML81821155	\$249,000	\$240,000	
								1/29/2021
776	1,710	1999	30	\$1,131	ML81823706	\$292,500	\$286,000	
								3/5/2021
174	1,519	2004	199	\$1,153	ML81805796	\$299,000	\$265,000	
								3/30/2021
633	1,560	1996	4	\$1,279	ML81829605	\$348,200	\$340,000	
								4/1/2021
357	1,400	2016	217	\$1,344	ML81819894	\$319,000	\$310,000	
								4/1/2021

I urge Sunnyvale Council to support the residents position on limiting space rent increases and hiking rents astronomically when a vacancy occurs. Please ensure our mobile home MOU will strongly limit allowable space rent increases when a home is sold. A reasonable increase should be limited to the lower of the annual change in the Consumer Price Index or 5% and have a cap.

Regards
Diana & Ken Davis
Plaza del Rey, Space 103 since 1996

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please help us with the mobile home MOU: I can't sell my home
Date: Tuesday, April 13, 2021 11:07:16 AM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: DoloLuz AI <dololuzm7@gmail.com>
Sent: Monday, April 12, 2021 6:06 PM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please help us with the mobile home MOU: I can't sell my home

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

Since 2015, my mobile home rent has increased much more than inflation or my income. I can no longer afford my rent so I have to sell to escape this. But I can't sell my home because my park wants to raise new buyer space rent so much that I have to massively drop my selling price.

Every \$100/month rent increase translates to a \$10,000 home sale price reduction. And they take advantage of the fact that mobile home residents are locked into our spaces. The loss of my home equity directly impacts my entire retirement savings, which is tiny to start with. This is unethical highway robbery.

In Milpitas, space rent does not increase to new buyers. Please ensure our mobile home MOU will strongly limit allowable space rent increases when a home is sold. I think a reasonable increase should be limited to the lower of the annual change in the Consumer Price Index or 5%.

I urge Sunnyvale Council to support the resident's position on limiting space rent increases.

Thank you!

Sent from [Mail](#) for Windows 10

From: [Council AnswerPoint](#)
To: [Jennifer Nunez](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Trudi Ryan](#); [Deborah Gorman](#); [Jenny Carloni](#); [CityClerk AP](#)
Subject: POLICY--FW: Please include Long-Term Leases in the Mobile Home MOU
Date: Monday, April 12, 2021 1:35:38 PM

Councilmembers,

Forwarding from the Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: JOSIE JEWETT <josie.jewett@gmail.com>
Sent: Saturday, April 10, 2021 1:53 PM
To: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please include Long-Term Leases in the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I have lived in Willow Ranch Mobile Home Park since 2014 after moving from Washington State to be near younger family members. I want to be covered by the upcoming Memorandum of Understanding.

My park manager insisted that I sign a 10-year-lease in 2019. What practical alternative did I have? This lease calls for a 4-10% rent increase every year. Meanwhile, my income goes up by just 0-3% per year. They are also now increasing rates on new buyers by 20-100% making us completely locked in! This is all beyond untenable. We're desperate!

I've learned that I might not be covered by the new Mobile Home MOU because I have a long-term lease. If Council is to honor your promise to protect mobile home owners, then it is imperative that you protect ALL mobile home owners. We're scared and we really need your help.

I urge you and your fellow Council members to include long-term leases in the MOU.

Sincerely,

Josie Jewett

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please include Long-Term Leases in the Mobile Home MOU
Date: Thursday, April 8, 2021 1:07:31 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: craig rehm <csrehm2@gmail.com>
Sent: Thursday, April 8, 2021 10:57 AM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please include Long-Term Leases in the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I live in a Mobile Home Park and want to be covered by the upcoming Memorandum of Understanding.

My park manager insisted that I sign a 10-year-lease in 2019. What practical alternative did I have? This lease calls for a 4-10% rent increase every year. Meanwhile, my income goes up by just 0-3% per year. They are also now increasing rates on new buyers by 20-100% making us completely locked in! This is all beyond untenable. We're desperate!

I've learned that I might not be covered by the new Mobile Home MOU because I have a long-term lease. If Council is to honor your promise to protect mobile home owners, then it is imperative that you protect ALL mobile home owners. We really need your help.

I urge you and your fellow Council members to include long-term leases in the MOU.

Sincerely, Mr. & Mrs. Craig & Tammy Rehm
690 Persian Dr. sp. 61 Sunnyvale Ca. 94089

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please include Long-Term Leases in the Mobile Home MOU
Date: Wednesday, April 7, 2021 11:29:22 AM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

-----Original Message-----

From: Eric Sit <ericcsit@gmail.com>
Sent: Wednesday, April 7, 2021 10:05 AM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please include Long-Term Leases in the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I live in a Mobile Home Park and want to be covered by the upcoming Memorandum of Understanding.

My park manager insisted that I sign a 10-year-lease in 2019. What practical alternative did I have? This lease calls for a 4-10% rent increase every year. Meanwhile, my income goes up by just 0-3% per year. They are also now increasing rates on new buyers by 20-100% making us completely locked in! This is all beyond untenable. We're desperate!

I've learned that I might not be covered by the new Mobile Home MOU because I have a long-term lease. If Council is to honor your promise to protect mobile home owners, then it is imperative that you protect ALL mobile home owners. We're scared and we really need your help.

I urge you and your fellow Council members to include long-term leases in the MOU.

Sincerely,

--

Eric Sit
ericcsit@gmail.com
Casa De Amigos resident

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please include Long-Term Leases in the Mobile Home MOU
Date: Monday, April 12, 2021 2:36:51 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: Tammy Rehm <tlrehm65@gmail.com>
Sent: Sunday, April 11, 2021 1:20 PM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please include Long-Term Leases in the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I live in a Mobile Home Park and want to be covered by the upcoming Memorandum of Understanding.

My park manager insisted that I sign a 10-year-lease in 2019. What practical alternative did I have? This lease calls for a 4-10% rent increase every year. Meanwhile, my income goes up by just 0-3% per year. They are also now increasing rates on new buyers by 20-100% making us completely locked in! This is all beyond untenable. We're desperate!

I've learned that I might not be covered by the new Mobile Home MOU because I have a long-term lease. If Council is to honor your promise to protect mobile home owners, then it is imperative that you protect ALL mobile home owners. We really need your help.

I urge you and your fellow Council members to include long-term leases in the MOU.

Sincerely, MR. & Mrs Craig S Rehm

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please support a strong Mobile Home MOU - I live on Social Security
Date: Monday, April 12, 2021 2:29:56 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: Arman Tanandmas <tanandmas@gmail.com>
Sent: Sunday, April 11, 2021 9:11 AM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please support a strong Mobile Home MOU - I live on Social Security

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton,

Please support the Mobile Home resident positions on the MOU. I live in a Mobile Home Park and am concerned that space rents are continuing to rise and soon, after living in Sunnyvale for many years, I will be unable to afford living in my home.

I live on Social Security Benefits which increase less than 2% a year; meanwhile rents in my park have increased over 3% every year. The rent increases force me to use up what little savings I have and frankly, I am at a breaking point. I am afraid that I will not have enough money to repair my car or pay for my medications. In Milpitas, mobile home space rent increases are limited to 50% of the Consumer Price Index with no floor. Why can't we do that here?

The resident position is to limit rent increases to 75% of CPI. That seems fair and will allow me to afford my home. Please support the resident position.

Thank you so much.

Sincerely,

Arman Tanandmas and Hilma Tanandmas

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please support a strong Mobile Home MOU
Date: Monday, April 12, 2021 2:51:00 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

-----Original Message-----

From: MJ LaRoche <mjlaroche@yahoo.com>
Sent: Sunday, April 11, 2021 5:28 PM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please support a strong Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton,

I've been a resident of Plaza Del Rey for 5 years and I have a pretty good idea about the amount of data, letters, speeches, supplications and community initiatives the Mobile Home Park residents have offered to the City Council. Here we are again being told that we have to write more letters to get your attention.

Well rather than bore you with the data and reasons I have provided many times in the past, and that my neighbors will be sharing yet again, I'd like to ask you all a question. Why is Sunnyvale different than other cities in the area and throughout California that have either implemented rent stabilization or MOUs? I ask how can you, as City Council members, representing me and my neighbors, ignore us for so long? Your delay tactics have created a terrifying plight in the elderly Mobile Home community in Sunnyvale, of which you are well aware, and I ask, how do you sleep at night knowing you are contributors to that plight. My rent alone in 5 years has gone up 40% and it will be over 60% if I were to sell this year. Seriously?

We are not ignorant of the power corporations wield over politicians, and we do expect our Council Members to be above corporate influence and act for the benefit of their constituents. Sunnyvale residents outside the mobile home parks have expressed horror at what is being done to Mobile Home Park residents.

It is time for the City Council to step up and do their job. You have forced us down the path of an MOU because you didn't want to take on any responsibility for Rent Stabilization. So please do something right this time and protect us.

There are many proposals being put forth, all of them good. I support the resident position of limiting rent increases to 75% of CPI, having long term leases in place, and limiting the amount of rent increase for a new buyer to a maximum of 5% so that, if we choose, may escape with our shirts on. Based on what is selling in Plaza Del Rey, which as you know is ridiculously lower than any of the other parks, I stand to lose \$130K if I sell this year. And once I stop working, I will not be able to afford to live here, which means foreclosure. Just lovely.

Looking forward to an MOU that protects the residents and provides Sunnyvale with a healthy mobile community in the future.

Thank you for your consideration.

Sincerely,

MJ LaRoche
Plaza Del Rey Resident

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please support a strong the Mobile Home MOU - I live on Social Security
Date: Wednesday, April 7, 2021 5:10:57 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: candacevivanco <candacevivanco@yahoo.com>
Sent: Wednesday, April 7, 2021 1:49 PM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please support a strong the Mobile Home MOU - I live on Social Security

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton,

Please support the Mobile Home resident positions on the MOU. I live in a Mobile Home Park and am concerned that space rents are continuing to rise and soon, after living in Sunnyvale for many years, I will be unable to afford living in my home.

I live on Social Security Benefits which increase less than 2% a year; meanwhile rents in my park have increased over 3% every year. The rent increases force me to use up what little savings I have and frankly, I am at a breaking point. I am afraid that I will not have enough money to repair my car or pay for my medications. In Milpitas, mobile home space rent increases are limited to 50% of the Consumer Price Index with no floor. Why can't we do that here?

The resident position is to limit rent increases to 75% of CPI. That seems fair and will allow me to afford my home. Please support the resident position.

Thank you so much.

Sincerely,

Candace Alberts

Sent via the Samsung Galaxy S8+, an AT&T 5G Evolution capable smartphone

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please support a strong the Mobile Home MOU - I live on Social Security - I can't sell my home
Date: Wednesday, April 7, 2021 4:56:16 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: michelle.jt.montgomery@gmail.com <michelle.jt.montgomery@gmail.com>
Sent: Wednesday, April 7, 2021 10:40 AM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please support a strong the Mobile Home MOU - I live on Social Security - I can't sell my home

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton,

Please support the Mobile Home resident positions on the MOU. I live in a Mobile Home Park and am concerned that space rents are continuing to rise and soon, after living in Sunnyvale for many years, I will be unable to afford living in my home.

I live on Social Security Benefits which increase less than 2% a year; meanwhile rents in my park have increased over 3% every year. The rent increases force me to use up what little savings I have and frankly, I am at a breaking point. I am afraid that I will not have enough money to repair my car or pay for my medications. In Milpitas, mobile home space rent increases are limited to 50% of the Consumer Price Index with no floor. Why can't we do that here?

The resident position is to limit rent increases to 75% of CPI. That seems fair and will allow me to afford my home. Please support the resident position.

Since 2015, my mobile home rent has increased much more than inflation or my income. I can no longer afford my rent so I have to sell to escape this. But I can't sell my home because my

park wants to raise new buyer space rent so much that I have to massively drop my selling price.

Every \$100/month rent increase translates to a \$10,000 home sale price reduction. And they take advantage of the fact that mobile home residents are locked into our spaces. The loss of my home equity directly impacts my entire retirement savings, which is tiny to start with. This is unethical highway robbery.

Thank you so much.

Sincerely,

Michelle Montgomery
1225 Venna Drive

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please support a strong the Mobile Home MOU - I live on Social Security
Date: Wednesday, April 7, 2021 5:12:42 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

-----Original Message-----

From: Bonnie Boucher <bonibee@gmail.com>
Sent: Wednesday, April 7, 2021 2:41 PM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please support a strong the Mobile Home MOU - I live on Social Security

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton,

Please support the Mobile Home resident positions on the MOU. I live in a Mobile Home Park (Plaza del Rey) and am concerned that space rents are continuing to rise, and soon, after living in Sunnyvale for the past 7 years, I will be unable to afford living in my home.

I live on Social Security Benefits which increase less than 2% a year. Since I did not sign a long term lease, due to the onerous conditions it contained, my rent has been raised 7 1/2% a year since Carlyle first bought the park, and has continued under Hometown America's ownership. My space rent has increased at least 50% in the time I've been here (since 2014), and apparently there is no end in sight! The rent increases force me to use up what savings I have and frankly, I fear getting to a breaking point. I am afraid that I will not have enough money to repair my car or pay for my medications. In addition to the ever-increasing rent, I am unable to sell my home because a new buyer would have to pay almost twice as much as I am paying now. Added to all that, residents are faced with disappearing amenities, and an office that is so poorly staffed, the phone goes unanswered or calls are not returned. In Milpitas, mobile home space rent increases are limited to 50% of the Consumer Price Index with no floor. Why can't we do that here?

The resident position is to limit rent increases to 75% of CPI. That seems fair and will allow me to afford my home. Please support the resident position.

Thank you so much.

Sincerely,
Lavonne Boucher

From: [Council AnswerPoint](#)
To: [Jennifer Nunez](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Trudi Ryan](#); [Jenny Carloni](#); [CityClerk AP](#); [Deborah Gorman](#)
Subject: POLICY--FW: Please support mobile home residents--WE NEED YOU
Date: Thursday, April 8, 2021 4:29:13 PM

Councilmembers,

Forwarding from the Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

-----Original Message-----

From: Michaelyn Shelley-David <michaelynsd@gmail.com>
Sent: Thursday, April 8, 2021 3:25 PM
To: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please support mobile home residents--WE NEED YOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Council Members,

Please help Sunnyvale mobile home owners who are drowning under unfair space rent increases, especially those of us in Plaza Del Rey. When Hometown America bought our park they immediately started raising—and raising, and raising—our space rent to a degree that can only be described as unfair and unnecessary.

I have three reasons for asking for your help here:

- 1) For myself. I am retired, living on fixed income in a home in Plaza Del Rey. I feel trapped. If I wanted or needed to sell my home, it would be almost impossible to do so. Space rents for new buyers are out of control. I moved in in 2017 and my space rent was \$1200. My rent goes up every year. Someone buying my place now would have to pay \$2380 space rent. This is almost twice what neighboring parks are charging. I paid just under \$300,000 for my home. I could barely list it for half that now here in Plaza Del Rey, and even then it wouldn't sell, despite \$300K being the going rate for a place like mine in a nearby parks.
- 2) For my daughter. She lived next door to me until February, 2020. She got married and moved away. Her home is still for sale. Potential buyers who love the place are totally turned off by the space rent. She has reduced the price until it is currently listed for less than she paid for it. She has continued to pay mortgage and space rent for 15 months now—plus her expenses where she lives

now and supporting a child in college. As with other houses in the park, her place is just not moving. She is in painful and unnecessary financial straits—all because of the greed of the current owners of Plaza Del Rey. And I am certain she is not the only one suffering these hardships.

3) For my neighbors. There are 42 homes for sale in this park. Many of them have been on the market for over a year. Almost nothing is moving and it's all because of the super high space rent. There are older residents here who need to move to be nearer family or move into assisted living. They cannot. The family of at least one resident who has passed away is saddled with the mortgage and space rent on a place that has not sold for months. It is a blight on the community to have so many empty places. We are a neighborhood, not a disappearing collection of more and more empty houses. And there are young families and first time home buyers that would be wonderful additions to our community here in Sunnyvale, but they are totally stymied by the space rents.

I am writing to you hoping that you can see your way clear to exercising some control over Hometown America, the owners of Plaza Del Rey. By doing so, you will save us in this park, provide some protection for residents of other Sunnyvale mobile home parks, and help create a more positive, livable, less stressful community environment. We all moved here into places we thought we could afford and into a positive and supportive community. One solitary company has destroyed that sense of security and negatively affected the community they should be serving. Customer service makes business and profits thrive. Price gouging does the opposite and is uncalled for. Profit is a good thing. Excessive greed, though sometimes temporarily rewarding, is reprehensible.

Please do anything you can to help. We are counting on you.

Sincerely,
Michaelyn Shelley-David
Plaza Del Rey, Space 931

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please Support Sunnyvale's Mobile Home Residents
Date: Thursday, April 8, 2021 3:09:37 PM
Attachments: [image002.png](#)

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: Victoria Kroll <victoriakroll23@gmail.com>
Sent: Thursday, April 8, 2021 1:08 PM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>; ICE Tucci <adamkroll23@gmail.com>
Subject: Please Support Sunnyvale's Mobile Home Residents

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

Thank you for all you do for our city and our residents. I hope you are all doing well with the ongoing pandemic and the flood of outreach you must be receiving from Sunnyvale's mobile home residents (on top of all of the other issues you are handling).

My husband, our two children and I love being Sunnyvale residents; we live in the Casa de Amigos Mobile Home (MH) Park. We are reaching out for your support to the collective MH residents' position that space rent increases be tied to 75% of the Consumer Price Index. For example, in Milpitas, space rent can only increase up to 60% of CPI (a maximum of 6%). More than ninety jurisdictions in California have adopted a form of rent stabilization for MH parks. Most MH regulations in the Bay Area limit space rent increases to 75% of CPI with no floor and no cap, and space rent increases of 0 to 10% when a MH is sold. Many MH park space rents have continued to increase despite removed amenities to make room for additional MHs. What amenities are still onsite have not been available for over a year. While it is

understandable why the amenities were all shut down because of the pandemic, our space fees were not adjusted to account for the change in what was originally offered when we signed our lease agreement.

Our family has sustained increased childcare and utilities costs over the past year, as well as higher costs for mental health and neurodiversity-related issues exacerbated by the pandemic. Potential rent increases above inflation will leave us with limited options for these, and other, necessary costs. MH owners, unlike classic rent tenants, have monthly housing expenses such as home, fire and earthquake insurance; garbage and sewer costs; a home mortgage, and property (and other) taxes.

Our family urges the Council to support the Mobile Home resident positions on the MOU to:

- ensure that the MOU aligns with Bay Area jurisdictions that have enacted housing policies to protect Mobile Homes as Affordable Housing Stock
- match rent increase limits common in other bay area cities with rent stabilization like Milpitas, Morgan Hill and Los Gatos to keep MH rent affordable

We love Sunnyvale and don't want to leave due to unsustainable rent increases. Thank you for all you do for our community and for your consideration.

Sincerely,
Victoria, Adam, Max and Piper Kroll



From: [Council AnswerPoint](#)
To: [Jennifer Nunez](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Trudi Ryan](#); [Jenny Carloni](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please support the mobile home residents with a strong MOU
Date: Monday, April 12, 2021 2:30:49 PM

Councilmembers,

Forwarding from the Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: WILLIAM DAN MANASSAU <dmanassau@comcast.net>
Sent: Sunday, April 11, 2021 9:44 AM
To: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please support the mobile home residents with a strong MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

We live on a fixed income at Casa De Amigos mobile home park. Our rent has gone up much more than the consumer price index and other costs have too. If this continues we will need to leave Sunnyvale. We love it here with our friends. Milpitas limits increases to 50% of the CPI. That is reasonable.

Also, we need long term leases so we know what to expect in the future. We have lost amenities since the shutdown but have not received any rent reductions.

Thanks for considering my comments and god bless you all.

Dan and Michelle Manassau
1085 Tasman Drive Space 529
Sunnyvale, Ca 94089

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please support the Residents on the Mobile Home MOU
Date: Wednesday, April 14, 2021 10:50:17 AM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: Jonathan Mellors <outlook_94735081DF5A3EAD@outlook.com>
Sent: Tuesday, April 13, 2021 6:49 PM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please support the Residents on the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I urge you to support the Mobile Home Resident positions that ensure that the MOU aligns with Bay Area jurisdictions that have enacted housing policies to protect Mobile Homes as Affordable Housing Stock.

More than ninety jurisdictions in California have adopted a form of rent stabilization for mobile home parks. Most mobile home regulations in the Bay Area limit space rent increases to 75% of CPI with no floor and no cap, and space rent increases of 0 to 10% when a mobile home is sold.

Mobile homes are a viable living situation in Silicon Valley. Houses are over \$1 Million in Sunnyvale and is not a viable option for most middle class people.

Mobile home owners, unlike apartment tenants, have monthly housing expenses such as home, fire and earthquake insurance; garbage and sewer, a home mortgage and property taxes.

I urge you to support the Resident positions to ensure a safe and reasonable affordable housing option for 11,000 Sunnyvale residents like me.

Thank you,

Jonathan Mellors

Sent from [Mail](#) for Windows 10

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please support the Residents on the Mobile Home MOU
Date: Tuesday, April 13, 2021 4:56:45 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: Susan Masters <Susan.Masters@Ariat.Com>
Sent: Tuesday, April 13, 2021 12:25 PM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please support the Residents on the Mobile Home MOU

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Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I urge you to support the Mobile Home Resident positions that ensure that the MOU aligns with Bay Area jurisdictions that have enacted housing policies to protect Mobile Homes as Affordable Housing Stock.

More than ninety jurisdictions in California have adopted a form of rent stabilization for mobile home parks. Most mobile home regulations in the Bay Area limit space rent increases to 75% of CPI with no floor and no cap, and space rent increases of 0 to 10% when a mobile home is sold.

Mobile home owners, unlike apartment tenants, have monthly housing expenses such as home, fire and earthquake insurance; garbage and sewer, a home mortgage and property taxes. These expenses may amount to an additional \$1,950 in monthly expenses.

I urge you to support the Resident positions to ensure a safe and reasonable affordable housing option for 11,000 Sunnyvale residents like me.

Thank you,

Susan Masters

Adobe Wells Resident #158

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please support the Residents on the Mobile Home MOU
Date: Tuesday, April 13, 2021 11:13:31 AM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: Jeff Shannon <jeff.shannon@ramadasv.com>
Sent: Tuesday, April 13, 2021 7:40 AM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please support the Residents on the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I urge you to support the Mobile Home Resident positions that ensure that the MOU aligns with Bay Area jurisdictions that have enacted housing policies to protect Mobile Homes as Affordable Housing Stock.

More than ninety jurisdictions in California have adopted a form of rent stabilization for mobile home parks. Most mobile home regulations in the Bay Area limit space rent increases to 75% of CPI with no floor and no cap, and space rent increases of 0 to 10% when a mobile home is sold.

Mobile home owners, unlike apartment tenants, have monthly housing expenses such as home, fire and earthquake insurance; garbage and sewer, a home mortgage and property taxes. These expenses may amount to an additional \$1,950 in monthly expenses.

I urge you to support the Resident positions to ensure a safe and reasonable affordable

housing option for 11,000 Sunnyvale residents like me.

Thank you,

Jeff & April Shannon

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please support the Residents on the Mobile Home MOU
Date: Monday, April 12, 2021 3:36:19 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

-----Original Message-----

From: Jacob Rodriguez <jacobcherie@gmail.com>
Sent: Monday, April 12, 2021 11:53 AM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please support the Residents on the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I urge you to support the Mobile Home Resident positions that ensure that the MOU aligns with Bay Area jurisdictions that have enacted housing policies to protect Mobile Homes as Affordable Housing Stock.

More than ninety jurisdictions in California have adopted a form of rent stabilization for mobile home parks. Most mobile home regulations in the Bay Area limit space rent increases to 75% of CPI with no floor and no cap, and space rent increases of 0 to 10% when a mobile home is sold.

Mobile home owners, unlike apartment tenants, have monthly housing expenses such as home, fire and earthquake insurance; garbage and sewer, a home mortgage and property taxes. These expenses may amount to an additional \$1,950 in monthly expenses.

I urge you to support the Resident positions to ensure a safe and reasonable affordable housing option for 11,000 Sunnyvale residents like me.

Thank you,
Jacob & Cherie Rodriguez
Adobe Wells Residents

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please support the Residents on the Mobile Home MOU
Date: Monday, April 12, 2021 3:35:08 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: hian128@gmail.com <hian128@gmail.com>
Sent: Monday, April 12, 2021 10:28 AM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please support the Residents on the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I urge you to support the Mobile Home Resident positions that ensure that the MOU aligns with Bay Area jurisdictions that have enacted housing policies to protect Mobile Homes as Affordable Housing Stock.

More than ninety jurisdictions in California have adopted a form of rent stabilization for mobile home parks. Most mobile home regulations in the Bay Area limit space rent increases to 75% of CPI with no floor and no cap, and space rent increases of 0 to 10% when a mobile home is sold.

Mobile home owners, unlike apartment tenants, have monthly housing expenses such as home, fire and earthquake insurance; garbage and sewer, a home mortgage and property taxes. These expenses may amount to an additional \$1,950 in monthly expenses.

I urge you to support the Resident positions to ensure a safe and reasonable affordable housing option for 11,000 Sunnyvale residents like me.

Thank you,

Soo Hian Toh
Cape Cod Village
Sunnyvale

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please support the Residents on the Mobile Home MOU
Date: Monday, April 12, 2021 2:40:50 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: vikingsurvivor001@comcast.net <vikingsurvivor001@comcast.net>
Sent: Sunday, April 11, 2021 3:47 PM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please support the Residents on the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I urge you to support the Mobile Home Resident positions that ensure that the MOU aligns with Bay Area jurisdictions that have enacted housing policies to protect Mobile Homes as Affordable Housing Stock.

More than ninety jurisdictions in California have adopted a form of rent stabilization for mobile home parks. Most mobile home regulations in the Bay Area limit space rent increases to 75% of CPI with no floor and no cap, and space rent increases of 0 to 10% when a mobile home is sold.

Mobile home owners, unlike apartment tenants, have monthly housing expenses such as home, fire and earthquake insurance; garbage and sewer, a home mortgage and property taxes. These expenses may amount to an additional \$1,950 in monthly expenses.

I urge you to support the Resident positions to ensure a safe and reasonable affordable housing option for 11,000 Sunnyvale residents like me.

Thank you,

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please support the Residents on the Mobile Home MOU
Date: Monday, April 12, 2021 2:37:41 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)

Executive Assistant- Mayor & Council

Office of the City Manager

City of Sunnyvale

Phone: 408-730-7913

From: SARA PLATA <parrot53@comcast.net>
Sent: Sunday, April 11, 2021 3:09 PM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please support the Residents on the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I urge you to support the Mobile Home Resident positions that ensure that the MOU aligns with Bay Area jurisdictions that have enacted housing policies to protect Mobile Homes as Affordable Housing Stock.

More than ninety jurisdictions in California have adopted a form of rent stabilization for mobile home parks. Most mobile home regulations in the Bay Area limit space rent increases to 75% of CPI with no floor and no cap, and space rent increases of 0 to 10% when a mobile home is sold.

Mobile home owners, unlike apartment tenants, have monthly housing expenses such as home, fire and earthquake insurance; garbage and sewer, a home mortgage and property taxes. These expenses may amount to an additional \$1,950 in monthly expenses.

I urge you to support the Resident positions to ensure a safe and reasonable

affordable housing option for 11,000 Sunnyvale residents like me.

Thank you,
Sara M. Plata

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please support the Residents on the Mobile Home MOU
Date: Monday, April 12, 2021 2:36:11 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

-----Original Message-----

From: Tony Uργο <tonyurgo@comcast.net>
Sent: Sunday, April 11, 2021 11:19 AM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please support the Residents on the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I urge you to support the Mobile Home Resident positions that ensure that the MOU aligns with Bay Area jurisdictions that have enacted housing policies to protect Mobile Homes as Affordable Housing Stock.

More than ninety jurisdictions in California have adopted a form of rent stabilization for mobile home parks. Most mobile home regulations in the Bay Area limit space rent increases to 75% of CPI with no floor and no cap, and space rent increases of 0 to 10% when a mobile home is sold.

Mobile home owners, unlike apartment tenants, have monthly housing expenses such as home, fire and earthquake insurance; garbage and sewer, a home mortgage and property taxes. These expenses may amount to an additional \$1,950 in monthly expenses.

I urge you to support the Resident positions to ensure a safe and reasonable affordable housing option for 11,000 Sunnyvale residents like me.

Thank you,

--

Tony Uργο
Resident, El Dorado Mobile Home Park, Sunnyvale

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please support the Residents on the Mobile Home MOU
Date: Monday, April 12, 2021 2:31:28 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: Daniel C Deng <danielcdeng@gmail.com>
Sent: Sunday, April 11, 2021 10:14 AM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please support the Residents on the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I urge you to support the Mobile Home Resident positions that ensure that the MOU aligns with Bay Area jurisdictions that have enacted housing policies to protect Mobile Homes as Affordable Housing Stock.

More than ninety jurisdictions in California have adopted a form of rent stabilization for mobile home parks. Most mobile home regulations in the Bay Area limit space rent increases to 75% of CPI with no floor and no cap, and space rent increases of 0 to 10% when a mobile home is sold.

Mobile home owners, unlike apartment tenants, have monthly housing expenses

such as home, fire and earthquake insurance; garbage and sewer, a home mortgage and property taxes. These expenses may amount to an additional \$1,950 in monthly expenses.

I urge you to support the Resident positions to ensure a safe and reasonable affordable housing option for 11,000 Sunnyvale residents like me.

Thank you,
Daniel Deng
1220 Tasman Dr SPC 342
Sunnyvale, CA 94089

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please support the Residents on the Mobile Home MOU
Date: Monday, April 12, 2021 2:25:22 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: Mohammadreza Sardar Farshchi <reza@danfordservices.com>
Sent: Saturday, April 10, 2021 8:28 PM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please support the Residents on the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I urge you to support the Mobile Home Resident positions that ensure that the MOU aligns with Bay Area jurisdictions that have enacted housing policies to protect Mobile Homes as Affordable Housing Stock.

More than ninety jurisdictions in California have adopted a form of rent stabilization for mobile home parks. Most mobile home regulations in the Bay Area limit space rent increases to 75% of CPI with no floor and no cap, and space rent increases of 0 to 10% when a mobile home is sold.

Mobile home owners, unlike apartment tenants, have monthly housing expenses such as home, fire and earthquake insurance; garbage and sewer, a home mortgage and property taxes. These expenses may amount to an additional \$1,950 in monthly expenses.

I urge you to support the Resident positions to ensure a safe and reasonable affordable housing option for 11,000 Sunnyvale residents like me.

Thank you,

Sent from [Mail](#) for Windows 10

From: [Council AnswerPoint](#)
To: [Jennifer Nunez](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Trudi Ryan](#); [Deborah Gorman](#); [Jenny Carloni](#); [CityClerk AP](#)
Subject: POLICY--FW: Please support the Residents on the Mobile Home MOU
Date: Monday, April 12, 2021 1:37:39 PM

Councilmembers,

Forwarding from the Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

-----Original Message-----

From: Tony Souza <avsouza06@yahoo.com>
Sent: Saturday, April 10, 2021 3:08 PM
To: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please support the Residents on the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I urge you to support the Mobile Home Resident positions that ensure that the MOU aligns with Bay Area jurisdictions that have enacted housing policies to protect Mobile Homes as Affordable Housing Stock.

More than ninety jurisdictions in California have adopted a form of rent stabilization for mobile home parks. Most mobile home regulations in the Bay Area limit space rent increases to 75% of CPI with no floor and no cap, and space rent increases of 0 to 10% when a mobile home is sold.

Mobile home owners, unlike apartment tenants, have monthly housing expenses such as home, fire and earthquake insurance; garbage and sewer, a home mortgage and property taxes. These expenses may amount to an additional \$1,950 in monthly expenses.

I urge you to support the Resident positions to ensure a safe and reasonable affordable housing option for 11,000 Sunnyvale residents like me.

Thank you,

Anthony V. Souza

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please support the Residents on the Mobile Home MOU
Date: Thursday, April 8, 2021 4:46:01 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: madre@juno.com <madre@juno.com>
Sent: Thursday, April 8, 2021 4:33 PM
To: Council AnswerPoint <council@sunnyvale.ca.gov>; Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Subject: Please support the Residents on the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I urge you to support the Mobile Home Resident positions that ensure that the MOU aligns with Bay Area jurisdictions that have enacted housing policies to protect Mobile Homes as Affordable Housing Stock.

More than ninety jurisdictions in California have adopted a form of rent stabilization for mobile home parks. Most mobile home regulations in the Bay Area limit space rent increases to 75% of CPI with no floor and no cap, and space rent increases of 0 to 10% when a mobile home is sold.

Mobile home owners, unlike apartment tenants, have monthly housing expenses such as home, fire and earthquake insurance; garbage and sewer, a home mortgage and property taxes. These expenses may amount to an additional \$1,950 in monthly expenses.

I urge you to support the Resident positions to ensure a safe and reasonable affordable housing option for 11,000 Sunnyvale residents like me.

Thank you,

Pamela Hammill

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please support the Residents on the Mobile Home MOU
Date: Thursday, April 8, 2021 3:12:50 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: grmagnuson@aol.com <grmagnuson@aol.com>
Sent: Thursday, April 8, 2021 2:12 PM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please support the Residents on the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I urge you to support the Mobile Home Resident positions that ensure that the MOU aligns with Bay Area jurisdictions that have enacted housing policies to protect Mobile Homes as Affordable Housing Stock.

More than ninety jurisdictions in California have adopted a form of rent stabilization for mobile home parks. Most mobile home regulations in the Bay Area limit space rent increases to 75% of CPI with no floor and no cap, and space rent increases of 0 to 10% when a mobile home is sold.

Mobile home owners, unlike apartment tenants, have monthly housing expenses such as home, fire and earthquake insurance; garbage and sewer, a home mortgage and property taxes. These expenses may amount to an additional \$1,950 in monthly expenses.

I urge you to support the Resident positions to ensure a safe and reasonable affordable housing option for 11,000 Sunnyvale residents like me.

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please support the Residents on the Mobile Home MOU
Date: Thursday, April 8, 2021 1:36:25 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: Tracy Gries <tracy1g@yahoo.com>
Sent: Thursday, April 8, 2021 11:01 AM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>; gail.rubino@gmail.com
Subject: Please support the Residents on the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I urge you to support the Mobile Home Resident positions that ensure that the MOU aligns with Bay Area jurisdictions that have enacted housing policies to protect Mobile Homes as Affordable Housing Stock.

Also, I am concerned about disappearing amenities. Those of us who live in Sunnyvale Mobile Home Parks have not had access to any amenities for more than a year. While it is understandable why the amenities were all shut down because of the pandemic; we still pay for these amenities. Now that our county has opened up, the amenities are only open for a few hours during the day, when many of the residents work, like me.

In addition, my rent increased this year by over 3% while Sunnyvale apartment renters average rents were reduced by up to 9% according to the Mercury News. High rent increases and loss of the use of the clubhouse and the pool are only two reasons why Sunnyvale Mobile Home Residents are so frustrated with the mobile home park owners.

I totally support the resident positions concerning the Memorandum of Understanding. Space rent and the amount of increase in rent to a new buyer must be reasonable. I urge you to support the Mobile Home resident positions on the MOU.

More than ninety jurisdictions in California have adopted a form of rent stabilization for mobile home parks. Most mobile home regulations in the Bay Area limit space rent increases to 75% of CPI

with no floor and no cap, and space rent increases of 0 to 10% when a mobile home is sold.

Mobile home owners, unlike apartment tenants, have monthly housing expenses such as home, fire and earthquake insurance; garbage and sewer, a home mortgage and property taxes. These expenses may amount to an additional \$1,950 in monthly expenses.

I urge you to support the Resident positions to ensure a safe and reasonable affordable housing option for 11,000 Sunnyvale residents like me.

Thank you for reading my concerns.

Thank you,

- Tracy Gries, PMP, CSM, CSPO

Resident Adobe Wells Mobile Home Community

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please support the Residents on the Mobile Home MOU
Date: Thursday, April 8, 2021 1:30:28 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: Palafox, Patricia <patricia.ayala@hpe.com>
Sent: Thursday, April 8, 2021 11:01 AM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please support the Residents on the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I urge you to support the Mobile Home Resident positions that ensure that the MOU aligns with Bay Area jurisdictions that have enacted housing policies to protect Mobile Homes as Affordable Housing Stock.

More than ninety jurisdictions in California have adopted a form of rent stabilization for mobile home parks. Most mobile home regulations in the Bay Area limit space rent increases to 75% of CPI with no floor and no cap, and space rent increases of 0 to 10% when a mobile home is sold.

Mobile home owners, unlike apartment tenants, have monthly housing expenses such as home, fire and earthquake insurance; garbage and sewer, a home mortgage and property taxes. These expenses may amount to an additional \$1,950 in monthly expenses.

What is the MOST heart breaking is our children will never be able to afford to buy a home where they have grown up all their lives. Without rent stabilization even a mobile home purchase will forever be out of reach. Leaving them as forever renters is the worst feeling as a parent to leave as our legacy. They will forever be at the whim of a landlord rent increase and fluctuations in current

market conditions. The thought of any of our children moving out of the area or even worse OUT of California is unfathomable that our grandchild will be out of reach of a weekend family dinner just breaks my heart.

Learning AFTER we purchased our mobile home in Sunnyvale that only Redwood City and our beautiful city are the ONLY TWO cities in the bay area without rental stabilization, it was obviously TOO late for us. But honestly we have discouraged our friends and family to NOT purchase here because of this fact.

I urge you to support the Resident positions to ensure a safe and reasonable affordable housing option for 11,000 Sunnyvale residents like me.

Thank you,
Sent from [Mail](#) for Windows 10

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please support the Residents on the Mobile Home MOU
Date: Thursday, April 8, 2021 8:16:13 AM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: Tarla Draper <tarladraper@gmail.com>
Sent: Wednesday, April 7, 2021 7:42 PM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please support the Residents on the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I urge you to support the Mobile Home Resident positions that ensure that the MOU aligns with Bay Area jurisdictions that have enacted housing policies to protect Mobile Homes as Affordable Housing Stock.

More than ninety jurisdictions in California have adopted a form of rent stabilization for mobile home parks. Most mobile home regulations in the Bay Area limit space rent increases to 75% of CPI with no floor and no cap, and space rent increases of 0 to 10% when a mobile home is sold.

Mobile home owners, unlike apartment tenants, have monthly housing expenses such as home, fire and earthquake insurance; garbage and sewer, a home mortgage and property taxes. These expenses may amount to an additional \$1,950 or more in monthly expenses.

I urge you to support the Resident positions to ensure a safe and reasonable affordable housing option for 11,000 Sunnyvale residents like me.

Thank you,

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please support the Residents on the Mobile Home MOU
Date: Thursday, April 8, 2021 8:15:34 AM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

-----Original Message-----

From: Dawn Tunno <dawn.tunno@gmail.com>
Sent: Wednesday, April 7, 2021 7:25 PM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please support the Residents on the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I urge you to support the Mobile Home Resident positions that ensure that the MOU aligns with Bay Area jurisdictions that have enacted housing policies to protect Mobile Homes as Affordable Housing Stock.

More than ninety jurisdictions in California have adopted a form of rent stabilization for mobile home parks. Most mobile home regulations in the Bay Area limit space rent increases to 75% of CPI with no floor and no cap, and space rent increases of 0 to 10% when a mobile home is sold.

Mobile home owners, unlike apartment tenants, have monthly housing expenses such as home, fire and earthquake insurance; garbage and sewer, a home mortgage and property taxes. These expenses may amount to an additional \$1,950 in monthly expenses.

I urge you to support the Resident positions to ensure a safe and reasonable affordable housing option for 11,000 Sunnyvale residents like me.

Thank you,
Dawn R. Tunno

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please support the Residents on the Mobile Home MOU
Date: Wednesday, April 7, 2021 5:11:57 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: candacevivanco <candacevivanco@yahoo.com>
Sent: Wednesday, April 7, 2021 1:51 PM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please support the Residents on the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I urge you to support the Mobile Home Resident positions that ensure that the MOU aligns with Bay Area jurisdictions that have enacted housing policies to protect Mobile Homes as Affordable Housing Stock.

More than ninety jurisdictions in California have adopted a form of rent stabilization for mobile home parks. Most mobile home regulations in the Bay Area limit space rent increases to 75% of CPI with no floor and no cap, and space rent increases of 0 to 10% when a mobile home is sold.

Mobile home owners, unlike apartment tenants, have monthly housing expenses such as home, fire and earthquake insurance; garbage and sewer, a home mortgage and property taxes. These expenses may amount to an additional \$1,950 in monthly expenses.

I urge you to support the Resident positions to ensure a safe and reasonable affordable housing option for 11,000 Sunnyvale residents like me.

Thank you,

Candace Alberts

Sent via the Samsung Galaxy S8+, an AT&T 5G Evolution capable smartphone

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please support the Residents on the Mobile Home MOU
Date: Wednesday, April 7, 2021 5:08:49 PM

Forwarding from the Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

-----Original Message-----

From: Barbara Cruz <islandmemories@gmail.com>
Sent: Wednesday, April 7, 2021 11:46 AM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please support the Residents on the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I urge you to support the Mobile Home Resident positions that ensure that the MOU aligns with Bay Area jurisdictions that have enacted housing policies to protect Mobile Homes as Affordable Housing Stock.

More than ninety jurisdictions in California have adopted a form of rent stabilization for mobile home parks. Most mobile home regulations in the Bay Area limit space rent increases to 75% of CPI with no floor and no cap, and space rent increases of 0 to 10% when a mobile home is sold.

Mobile home owners, unlike apartment tenants, have monthly housing expenses such as home, fire and earthquake insurance; garbage and sewer, a home mortgage and property taxes. These expenses may amount to an additional \$1,950 in monthly expenses.

I urge you to support the Resident positions to ensure a safe and reasonable affordable housing option for 11,000 Sunnyvale residents like me.

Thank you,
Barbara Cruz
Willow Ranch Mobile Park, Sunnyvale

Sent from my iPhone

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please support the Residents on the Mobile Home MOU
Date: Wednesday, April 7, 2021 5:06:35 PM

Forwarding from Council AP.

FYI - This email and several duplicates were sent directly to individual councilmembers.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

-----Original Message-----

From: Lou Horter <hort62@yahoo.com>
Sent: Wednesday, April 7, 2021 11:35 AM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please support the Residents on the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Council Member Fong:

I work for the State of California. As you are aware, we do not earn a high wage (especially after the 10% decrease due to COVID). As a State employee, I find it difficult to live in Sunnyvale and California as a whole. Please help those of us living in Mobile Homes to be able to afford to stay in Sunnyvale.

I urge you to support the Mobile Home Resident positions that ensure that the MOU aligns with Bay Area jurisdictions that have enacted housing policies to protect Mobile Homes as Affordable Housing Stock.

More than ninety jurisdictions in California have adopted a form of rent stabilization for mobile home parks. Most mobile home regulations in the Bay Area limit space rent increases to 75% of CPI with no floor and no cap, and space rent increases of 0 to 10% when a mobile home is sold.

Mobile home owners, unlike apartment tenants, have monthly housing expenses such as home, fire and earthquake insurance; garbage and sewer, a home mortgage and property taxes. These expenses may amount to an additional \$1,950 in monthly expenses.

I urge you to support the Resident positions to ensure a safe and reasonable affordable housing option for 11,000 Sunnyvale residents like me.

Thank you,

Louis Horter

Sent from Lou Horter

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please support the Residents on the Mobile Home MOU
Date: Wednesday, April 7, 2021 5:00:48 PM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

-----Original Message-----

From: Bruce & Karen Seaver <bkseaver@sbcglobal.net>
Sent: Wednesday, April 7, 2021 11:23 AM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please support the Residents on the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

As a resident of Willow Ranch I am so concerned about what is happening in terms of rent increases in our area, like at Plaza Del Ray, that we are going to move out of state to find affordable housing with consistent expenses. The specter of increases like those taking place at Plaza Del Ray is unacceptably stressful.

I urge you to support the Mobile Home Resident positions that ensure that the MOU aligns with Bay Area jurisdictions that have enacted housing policies to protect Mobile Homes as Affordable Housing Stock.

More than ninety jurisdictions in California have adopted a form of rent stabilization for mobile home parks. Most mobile home regulations in the Bay Area limit space rent increases to 75% of CPI with no floor and no cap, and space rent increases of 0 to 10% when a mobile home is sold.

Mobile home owners, unlike apartment tenants, have monthly housing expenses such as home, fire and earthquake insurance; garbage and sewer, a home mortgage and property taxes. These expenses may amount to an additional \$1,950 in monthly expenses.

I urge you to support the Resident positions to ensure a safe and reasonable affordable housing option for 11,000 Sunnyvale residents like me.

Thank you,

From: [Council AnswerPoint](#)
To: [Jennifer Nunez](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Trudi Ryan](#); [Jenny Carloni](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please support the Residents on the Mobile Home MOU
Date: Wednesday, April 7, 2021 4:59:17 PM

Councilmembers,

Forwarding from the Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: Jan Snyder <jansnyder61@gmail.com>
Sent: Wednesday, April 7, 2021 10:55 AM
To: Council AnswerPoint <council@sunnyvale.ca.gov>
Cc: Jan Snyder <jansnyder61@gmail.com>
Subject: Please support the Residents on the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I urge you to support the Mobile Home Resident positions that ensure that the MOU aligns with Bay Area jurisdictions that have enacted housing policies to protect Mobile Homes as Affordable Housing Stock.

More than ninety jurisdictions in California have adopted a form of rent stabilization for mobile home parks. Most mobile home regulations in the Bay Area limit space rent increases to 75% of CPI with no floor and no cap, and space rent increases of 0 to 10% when a mobile home is sold.

Mobile home owners, unlike apartment tenants, have monthly housing expenses such as home, fire and earthquake insurance; garbage and sewer, a home mortgage and property taxes. These expenses may amount to an additional \$1,950 in monthly expenses.

I urge you to support the Resident positions to ensure a safe and reasonable affordable housing option for 11,000 Sunnyvale residents like me.

Thank you,

Jan Snyder

El Dorado Mobile Home Park

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please support the Residents on the Mobile Home MOU
Date: Wednesday, April 7, 2021 11:30:04 AM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

-----Original Message-----

From: Eric Sit <ericcsit@gmail.com>
Sent: Wednesday, April 7, 2021 10:06 AM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please support the Residents on the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I urge you to support the Mobile Home Resident positions that ensure that the MOU aligns with Bay Area jurisdictions that have enacted housing policies to protect Mobile Homes as Affordable Housing Stock.

More than ninety jurisdictions in California have adopted a form of rent stabilization for mobile home parks. Most mobile home regulations in the Bay Area limit space rent increases to 75% of CPI with no floor and no cap, and space rent increases of 0 to 10% when a mobile home is sold.

Mobile home owners, unlike apartment tenants, have monthly housing expenses such as home, fire and earthquake insurance; garbage and sewer, a home mortgage and property taxes. These expenses may amount to an additional \$1,950 in monthly expenses.

I urge you to support the Resident positions to ensure a safe and reasonable affordable housing option for 11,000 Sunnyvale residents like me.

Thank you,

--

Eric Sit
ericcsit@gmail.com
Casa de Amigos resident

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please support the Residents on the Mobile Home MOU
Date: Wednesday, April 7, 2021 11:28:18 AM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: Dena Martinez <denadena@pacbell.net>
Sent: Wednesday, April 7, 2021 9:50 AM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please support the Residents on the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I urge you to support the Mobile Home Resident positions that ensure that the MOU aligns with Bay Area jurisdictions that have enacted housing policies to protect Mobile Homes as Affordable Housing Stock.

More than ninety jurisdictions in California have adopted a form of rent stabilization for mobile home parks. Most mobile home regulations in the Bay Area limit space rent increases to 75% of CPI with no floor and no cap, and space rent increases of 0 to 10% when a mobile home is sold.

Mobile home owners, unlike apartment tenants, have monthly housing expenses such as home, fire and earthquake insurance; garbage and sewer, a home mortgage and property taxes. These expenses may amount to an additional \$1,950 in monthly expenses.

I urge you to support the Resident positions to ensure a safe and reasonable affordable housing option for 11,000 Sunnyvale residents like me.

Thank you,

Dena Edwards
Casa De Amigos Resident

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Please support the Residents on the Mobile Home MOU
Date: Wednesday, April 14, 2021 10:51:53 AM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: drgeary <drgeary@earthlink.net>
Sent: Tuesday, April 13, 2021 7:07 PM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Please support the Residents on the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I urge you to support the Mobile Home Resident positions that ensure that the MOU aligns with Bay Area jurisdictions that have enacted housing policies to protect Mobile Homes as Affordable Housing Stock.

More than ninety jurisdictions in California have adopted a form of rent stabilization for mobile home parks. Most mobile home regulations in the Bay Area limit space rent increases to 75% of CPI with no floor and no cap, and space rent increases of 0 to 10% when a mobile home is sold.

When I moved to Northern California and saw the cost of housing, I thought that I would be an apartment dweller forever. I did not have \$120,000- \$190,000 for a down-payment for a house. I had no family to loan me or give me the money for a down payment.

I had lived in Sunnyvale since 2002 and figured that if I was to change from apartment renter to home owner, I would have to move out to the area and drive in or continue to rent.

Luckily, in 2017, I was able to afford the down payment for my mobile home. My mortgage

is affordable. I continue to live in Sunnyvale and I wouldn't want to live anywhere else in the Bay Area. However, my space rent may change the affordability of my house if space rent is not stabilized.

Mobile home owners, unlike apartment tenants, have monthly housing expenses such as home, fire and earthquake insurance; garbage and sewer, a home mortgage and property taxes.

Mobile home owners want to stay in Sunnyvale and not be priced out of the area by rent space. Mobile homes are a viable option for middle class people to live and work in the Bay Area.

I urge you to support the Resident positions to ensure a safe and reasonable affordable housing option for 11,000 Sunnyvale residents like me.

Thank you,

Dianne Geary

Sent from my Galaxy

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [CityClerk AP](#); [Deborah Gorman](#)
Subject: POLICY--FW: Rent increases are too high - please help us in the Mobile Home MOU
Date: Wednesday, April 7, 2021 10:52:33 AM

Trudi and Jenny,

Forwarding from the Council AP.

We received several of these last night and this morning, some were sent directly to Council and others to the AP. All coming your way shortly, FYI.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: Loretta <LorettaLK@comcast.net>
Sent: Wednesday, April 7, 2021 12:57 AM
To: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Cc: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Rent increases are too high - please help us in the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I live in a Mobile Home Park and urge you to support the resident's position that space rent increases be tied to 75% of the Consumer Price Index. In Milpitas, space rent can only go up 60% of CPI or a maximum of 6%.

Since 2015, my rent has increased over 25% but my job income has not increased since 2009. Three of the 4 paychecks each month go directly to housing! The increases have been so high that I have not had money left over for repairs and upkeep of my own home. As I approach retirement age in just a few years, I worry how I am ever going to stop working.

The living conditions where my home sits is less than desirable and a health hazard. On one side of my lot sits the backside of the public storage building which the area between my driveway and their building has not been maintained during the last 13 years. It is overgrown with ivy, privet trees and

infested with rats, which spills over to my home site as they search for water. Across from me is the yard of the clubhouse which has been turned into a unsightly fenced heavy equipment yard for a construction project within the park. Trucks, bobcats and other loud equipment is in and out of there all day long right outside of my front window. I have been looking at this unsightly project for about 2 years now. The street light at the end of my driveway has been out for 4 years along with a divot in the street that trips me weekly as I take out the garbage cans. I have reported these items to 4 different managers and they are still not fixed. With all of this lack of upkeep they still raise the rent.

In 2020 during the pandemic, while local apartment rents decreased 9% according to the Mercury News, my rent continued to go up. Why is my rent not going down like the rest of the market? Park owners are exploiting the fact that we are a vulnerable population, unable to leave our spaces, unlike apartment rentals.

I urge the Council to match rent increase limits common in other bay area cities with rent stabilization like Milpitas, Morgan Hill and Los Gatos. Keep mobile home rent affordable.

Thank you for your consideration.

Sincerely,

Loretta Keller

From: [Council AnswerPoint](#)
To: [Jennifer Nunez](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Trudi Ryan](#); [Deborah Gorman](#); [Jenny Carlioni](#); [CityClerk AP](#)
Subject: POLICY--FW: Rent space can't effort for increase
Date: Monday, April 12, 2021 4:45:27 PM

Councilmembers,

Forwarding from the Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: Gladys Aragon Ccorahua <micorreoes80@gmail.com>
Sent: Monday, April 12, 2021 2:28 PM
To: Council AnswerPoint <council@sunnyvale.ca.gov>; Gladys Aragon Ccorahua <micorreoes80@gmail.com>
Subject: Rent space can't effort for increase

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Hello, my spac rent increase 7% every year that with the pandemic and getting divorce I am desespérate for the to highly increase.

Subject: I can't afford unfair rent increases - please help us in the Mobile Home MOU

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I live in a Mobile Home Park and urge you to support the resident's position that space rent increases be tied to 75% of the Consumer Price Index. In Milpitas, space rent can only go up 60% of CPI or a maximum of 6%.

Since 2015, my rent has increased over 25% but my retirement income and Social Security combined have increased 12%. I spend over half of my income just on housing! Further increases above inflation will leave me destitute.

And in 2020 during the pandemic, while local apartment rents decreased 9% according to the

Mercury News, my rent went up another 3%. Park owners are exploiting the fact that we are a vulnerable population, unable to leave our spaces, unlike apartment rentals.

I urge the Council to match rent increase limits common in other bay area cities with rent stabilization like Milpitas, Morgan Hill and Los Gatos. Keep mobile home rent affordable.

Thank you for your consideration.

Sincerely,

Gladys aragon ccorahua

Sent from my iPhone

From: [Council AnswerPoint](#)
To: [Jennifer Nunez](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Trudi Ryan](#); [Deborah Gorman](#); [Jenny Carloni](#); [CityClerk AP](#)
Subject: POLICY--FW: Requesting your support for mobile home owners in mobile home parks
Date: Tuesday, April 13, 2021 11:12:45 AM

Councilmembers,

Forwarding from the Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

-----Original Message-----

From: Mel Juan <trnsm79@yahoo.com>
Sent: Monday, April 12, 2021 10:03 PM
To: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Requesting your support for mobile home owners in mobile home parks

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Hello Council Members

I hope you're all having a pleasant evening. My name is Mel Juan. I was born, raised and continue to live in Santa Clara County at Plaza Del Rey in Sunnyvale. I've seen and experienced the Valley's economic boom from the '80s to the present day. Living in an affordable rent controlled mobile home park would be greatly appreciated. All of my current mobile home neighbors are hard working people and retired folks that just need some relief from astronomical rent increases that occur year after year after year. The Council Members have the power to help us. We are productive citizens in Sunnyvale who frequently shop at Grocery Outlet, Starbucks, Safeway, In and Out Burger, Big 5 and more just to name a few. It would be a shame if your council policies would price us out Sunnyvale. If your goal is to price us (mobile home owners) out of Sunnyvale, then please just be honest with us and state the Council's goals with mobile homeowners in Sunnyvale so that we're not wasting your time and then we can move on to other places that we can afford. Please remember, we voted some of you in to help us the mobile homeowners. I regret to think that some of the Council Members are not for helping us and would want anything more to get rid of us because we're all just "Trailer Trash" that is getting in the way of progress in the form of million dollar condos. I'd like to think we're more than just Trailer Trash. We are mechanics at Sunnyvale Jeep, retail workers at Big 5 and Dick's Sporting Goods, food service workers at Black Bear Diner and McDonalds, civil servants for Santa Clara County and retired teachers and Veterans. You're right, we're not millionaires just hard

working people, the “little-guy” just getting by paycheck to paycheck living in this Valley. Please put politics aside and just help us out. You’ll feel better about it.

Thanks for your time
Mel

Sent from my iPhone

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: Sunnyvale Mobile Home Residents Need Your Support - Please Represent Us In Our Community/Home Town
Date: Tuesday, April 13, 2021 11:12:04 AM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: Lin <lin4@ix.netcom.com>
Sent: Monday, April 12, 2021 7:05 PM
To: Council AnswerPoint <council@sunnyvale.ca.gov>; Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Subject: Sunnyvale Mobile Home Residents Need Your Support - Please Represent Us In Our Community/Home Town

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

To All Who Represent the MH residents in Sunnyvale,

I am a resident of Casa de Amigos MHP and having the opportunity to live here in Sunnyvale has been such a blessing. I am not a wealthy individual, CEO, engineer, doctor, or High Tech company employee and cannot afford continuous rental increases nor can I afford to even buy property anywhere in Silicon Valley. When I purchased my house over 13 years ago, I was so happy to have found my "HOME", somewhere safe, more affordable & where I could support myself. I was born & raised in Santa Clara County, raised by my mother on a hard working woman's low income and if something isn't done soon, I could lose my home, my sense of community and become another homeless person who's lost their sense of pride and ability to live safely on my own. Please don't let high tech businesses and luxury single housing take over & force many MHP families to lose their homes. We have over 900 families in our park alone, we pay taxes, we vote & our lives matter.

Please make sure that the MOU fairly represents the needs of all MHP families in our community and provides the basic humanity of enabling our neighbors to continue living in our "Homes".

kind regards,

Linda Dennis

Below is the Zoom link, please be sure to register prior to the meeting.

You are invited to a Zoom meeting.

When: Apr 8, 2021 06:00 PM Pacific Time (US and Canada)

Register in advance for this meeting:

<https://us02web.zoom.us/join/zoom/register/tZEduGoqz0jGdP6-V-olnIV-ge7jAxDFto>

On Thursday, we will spend the later portion of our meeting discussing the April 20th City Council meeting, including expectations of the working group and how the meeting will be handled. If you have any questions prior to the meeting on Thursday, please do not hesitate to reach out. Thank you as always for your hard work and dedication to the MOU.



Follow us on:



JENNY CARLONI

Housing Officer

Community Development Department

Direct Line: 408-730-7465

Fax: 408-737-4906

Sunnyvale.ca.gov

Please note: Sunnyvale's Housing Division is currently working remotely. We appreciate your patience during this time!

From: [Council AnswerPoint](#)
To: [Trudi Ryan](#); [Jenny Carloni](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Deborah Gorman](#); [CityClerk AP](#)
Subject: POLICY--FW: The rents are insane - please help us in the Mobile Home MOU
Date: Thursday, April 8, 2021 8:17:37 AM

Forwarding from Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: awesome@iamjoost.com <awesome@iamjoost.com>
Sent: Thursday, April 8, 2021 6:56 AM
To: Council AnswerPoint <council@sunnyvale.ca.gov>
Cc: Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Alysa Cisneros <CisnerosCouncil@sunnyvale.ca.gov>; Omar Din <DinCouncil@sunnyvale.ca.gov>; Mason Fong <FongCouncil@sunnyvale.ca.gov>; Glenn Hendricks <HendricksCouncil@sunnyvale.ca.gov>; Gustav Larsson <LarssonCouncil@sunnyvale.ca.gov>; Russ Melton <MeltonCouncil@sunnyvale.ca.gov>
Subject: The rents are insane - please help us in the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

In January 2020 I moved to the United States for my work at Cisco in San Jose. After renting a very small and expensive one bedroom apartment we decided to buy a Mobile Home at El Dorado Mobile Home Park.

Housing is very expensive in San Jose, and the Mobile Home is something we could afford to buy. Not knowing that there is no possibility for a long lease and even with a long lease, you still can get annual rent raises. These figures we did see AFTER the sale of the mobile home.

Right now I am already paying \$1600 a month of lot rent and this includes nothing. Just rent for the space and I cannot do anything without management approval in "my garden"

The park said due to COVID-19 there was no rent raise, but knowing the old lot rent, the lot rent of my space went up with 20%, because I was a new home owner.

Park owners are exploiting the fact that we are a vulnerable population, unable to leave our spaces, unlike apartment rentals.

I urge the Council to match rent increase limits common in other bay area cities with rent stabilization like Milpitas, Morgan Hill and Los Gatos. Keep mobile home rent affordable.

I urge you and your fellow Council members to include long-term leases in the MOU.

I totally support the resident positions concerning the Memorandum of Understanding. Space rent and the amount of increase in rent to a new buyer must be reasonable. I urge you to support the Mobile Home resident positions on the MOU.

Thank you for your consideration.

Kind Regards,

Johannes van der Made and Gerarda van der Ven.
600 E Weddell Dr SPC 228
Sunnyvale, CA 94089
408 307 2387

From: [Council AnswerPoint](#)
To: [Jennifer Nunez](#)
Cc: [Kent Steffens](#); [Teri Silva](#); [Trudi Ryan](#); [Deborah Gorman](#); [Jenny Carloni](#); [CityClerk AP](#)
Subject: POLICY--FW: Undeliverable: I can't afford unfair rent increases
Date: Monday, April 12, 2021 1:38:59 PM

Councilmembers,

Forwarding from the Council AP.

Regards,

Jennifer Nuñez (she/her/hers)
Executive Assistant- Mayor & Council
Office of the City Manager
City of Sunnyvale
Phone: 408-730-7913

From: Jake Collishaw <jcolli24@gmail.com>
Sent: Saturday, April 10, 2021 4:00 PM
To: Council AnswerPoint <council@sunnyvale.ca.gov>
Subject: Fwd: Undeliverable: I can't afford unfair rent increases

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

----- Forwarded message -----
From: Jake Collishaw <jcolli24@gmail.com>
To: "council@ca.gov" <council@ca.gov>
Cc:
Bcc:
Date: Sat, 10 Apr 2021 14:15:38 -0700
Subject: I can't afford unfair rent increases

Subject: I can't afford unfair rent increases - please help us in the Mobile Home MOU

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I live in a Mobile Home Park and urge you to support the resident's position that space rent increases be tied to 75% of the Consumer Price Index. In Milpitas, space rent can only go up 60% of CPI or a maximum of 6%.

Since 2015, my rent has increased over 25% but my retirement income and Social Security

combined have increased 12%. I spend over half of my income just on housing! Further increases above inflation will leave me destitute.

And in 2020 during the pandemic, while local apartment rents decreased 9% according to the *Mercury News*, my rent went up another 3%. Park owners are exploiting the fact that we are a vulnerable population, unable to leave our spaces, unlike apartment rentals.

I urge the Council to match rent increase limits common in other bay area cities with rent stabilization like Milpitas, Morgan Hill and Los Gatos. Keep mobile home rent affordable.

Thank you for your consideration.

Sincerely,

Jake Collishaw

--

Jake Collishaw

General Manager

Twin Creeks Sports Complex

Work: (408)475-7171

Cell: (925)303-0686

E-Mail: jcolli24@gmail.com

--

Jake Collishaw

General Manager

Twin Creeks Sports Complex

Work: (408)475-7171

Cell: (925)303-0686

E-Mail: jcolli24@gmail.com

Jenny Carloni

From: Ramona De Jesus-Rivera <rvdr645@outlook.com>
Sent: Tuesday, April 13, 2021 11:17 AM
To: Larry Klein; Alysa Cisneros; Omar Din; Mason Fong; Glenn Hendricks; Gustav Larsson; Russ Melton
Cc: Council AnswerPoint
Subject: Concern on Mobile Home MOU and disappearing amenities

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I am concerned about disappearing amenities. Those of us who live in Sunnyvale Mobile Home Parks have not had access to any amenities for more than a year.

While it is understandable why the amenities were all shut down because of the pandemic; we still pay for these amenities.

In addition, my rent increased this year by over 3% while Sunnyvale apartment renters average rents were reduced by up to 9% according to the Mercury News.

High rent increases and loss of the use of the clubhouse and the pool are only two reasons why Sunnyvale Mobile Home Residents are so frustrated with the mobile home park owners.

I totally support the resident positions concerning the Memorandum of Understanding. Space rent and the amount of increase in rent to a new buyer must be reasonable. I urge you to support the Mobile Home resident positions on the MOU. Help us please to survive!

Thank you for reading my concerns.

Sincerely,

Ramona & Hector Rivera

Casa de Amigos, Spc 645

From: [Rick W](#)
To: [Larry Klein](#); [Alysa Cisneros](#); [Omar Din](#); [Mason Fong](#); [Glenn Hendricks](#); [Gustav Larsson](#); [Russ Melton](#)
Cc: [Council AnswerPoint](#)
Subject: Concern on Mobile Home MOU and disappearing amenities
Date: Saturday, April 10, 2021 10:31:52 PM

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I am concerned about disappearing amenities. Those of us who live in Sunnyvale Mobile Home Parks have not had access to any amenities for more than a year.

While it is understandable why the amenities were all shut down because of the pandemic; we still pay for these amenities.

In addition, my rent increased this year by over 3% while Sunnyvale apartment renters average rents were reduced by up to 9% according to the Mercury News.

High rent increases and loss of the use of the clubhouse and the pool are only two reasons why Sunnyvale Mobile Home Residents are so frustrated with the mobile home park owners.

I totally support the resident positions concerning the Memorandum of Understanding. Space rent and the amount of increase in rent to a new buyer must be reasonable. I urge you to support the Mobile Home resident positions on the MOU.

Thank you for reading my concerns.

Sincerely,

Darrick Wingfield

Sent from [Mail](#) for Windows 10

Jenny Carloni

From: Rick W <dmvsj@hotmail.com>
Sent: Saturday, April 10, 2021 10:31 PM
To: Larry Klein; Alysa Cisneros; Omar Din; Mason Fong; Glenn Hendricks; Gustav Larsson; Russ Melton
Cc: Council AnswerPoint
Subject: Please include Long-Term Leases in the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I live in a Mobile Home Park and want to be covered by the upcoming Memorandum of Understanding.

My park manager insisted that I sign a 10-year-lease in 2019. What practical alternative did I have? This lease calls for a 4-10% rent increase every year. Meanwhile, my income goes up by just 0-3% per year. They are also now increasing rates on new buyers by 20-100% making us completely locked in! This is all beyond untenable. We're desperate!

I've learned that I might not be covered by the new Mobile Home MOU because I have a long-term lease. If Council is to honor your promise to protect mobile home owners, then it is imperative that you protect ALL mobile home owners. We're scared and we really need your help.

I urge you and your fellow Council members to include long-term leases in the MOU.

Sincerely,

Darrick Wingfield

Sent from [Mail](#) for Windows 10

Jenny Carloni

From: Ramona De Jesus-Rivera <rvdr645@outlook.com>
Sent: Tuesday, April 13, 2021 11:20 AM
To: Larry Klein; Alysa Cisneros; Omar Din; Mason Fong; Glenn Hendricks; Gustav Larsson; Russ Melton
Cc: Council AnswerPoint
Subject: I can't afford unfair rent increases - please help us in the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I live in a Mobile Home Park and urge you to support the resident's position that space rent increases be tied to 75% of the Consumer Price Index. In Milpitas, space rent can only go up 60% of CPI or a maximum of 6%.

Since 2015, my rent has increased over 25% but my retirement income and Social Security combined have increased 12%. I spend over half of my income just on housing! Further increases above inflation will leave me destitute.

And in 2020 during the pandemic, while local apartment rents decreased 9% according to the Mercury News, my rent went up another 3%. Park owners are exploiting the fact that we are a vulnerable population, unable to leave our spaces, unlike apartment rentals.

I urge the Council to match rent increase limits common in other bay area cities with rent stabilization like Milpitas, Morgan Hill and Los Gatos. Keep mobile home rent affordable.

Thank you for your consideration.

Sincerely,

Ramona & Hector Rivera

Casa de Amigos, Spc 645

Jenny Carloni

From: Rick W <dmvsj@hotmail.com>
Sent: Saturday, April 10, 2021 10:30 PM
To: Larry Klein; Alysa Cisneros; Omar Din; Mason Fong; Glenn Hendricks; Gustav Larsson; Russ Melton
Cc: Council AnswerPoint
Subject: I can't afford unfair rent increases - please help us in the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I live in a Mobile Home Park and urge you to support the resident's position that space rent increases be tied to 75% of the Consumer Price Index. In Milpitas, space rent can only go up 60% of CPI or a maximum of 6%.

Since 2015, my rent has increased over 25% but my retirement income and Social Security combined have increased 12%. I spend over half of my income just on housing! Further increases above inflation will leave me destitute.

And in 2020 during the pandemic, while local apartment rents decreased 9% according to the Mercury News, my rent went up another 3%. Park owners are exploiting the fact that we are a vulnerable population, unable to leave our spaces, unlike apartment rentals.

I urge the Council to match rent increase limits common in other bay area cities with rent stabilization like Milpitas, Morgan Hill and Los Gatos. Keep mobile home rent affordable.

Thank you for your consideration.

Sincerely,

Darrick Wingfield
Sent from [Mail](#) for Windows 10

Jenny Carloni

From: Rick W <dmvsj@hotmail.com>
Sent: Saturday, April 10, 2021 10:29 PM
To: Larry Klein; Alysa Cisneros; Omar Din; Mason Fong; Glenn Hendricks; Gustav Larsson; Russ Melton
Cc: Council AnswerPoint
Subject: Please help us with the mobile home MOU: I can't sell my home

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

Since 2015, my mobile home rent has increased much more than inflation or my income. I can no longer afford my rent so I have to sell to escape this. But I can't sell my home because my park wants to raise new buyer space rent so much that I have to massively drop my selling price.

Our mobile homes currently need the floor to be repaired before it falls out from underneath us. But because we have to make sure we pay our rent on time ; there is no money left for repairing the bad flooring that we now have in our mobile home. I am not able to sell it until I found a buyer that is willing to take on this problem.

Every \$100/month rent increase translates to a \$10,000 home sale price reduction. And they take advantage of the fact that mobile home residents are locked into our spaces. The loss of my home equity directly impacts my entire retirement savings, which is tiny to start with. This is unethical highway robbery.

In Milpitas, space rent does not increase to new buyers. Please ensure our mobile home MOU will strongly limit allowable space rent increases when a home is sold. I think a reasonable increase should be limited to the lower of the annual change in the Consumer Price Index or 5%.

We urge Sunnyvale Council to support the resident's position on limiting space rent increases.

Thank you!

Darrick Wingfield & Marilyn Wingfield
Sent from [Mail](#) for Windows 10

Jenny Carloni

From: Rick W <dmvsj@hotmail.com>
Sent: Saturday, April 10, 2021 10:31 PM
To: Larry Klein; Alysa Cisneros; Omar Din; Mason Fong; Glenn Hendricks; Gustav Larsson; Russ Melton
Cc: Council AnswerPoint
Subject: Please include Long-Term Leases in the Mobile Home MOU

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I live in a Mobile Home Park and want to be covered by the upcoming Memorandum of Understanding.

My park manager insisted that I sign a 10-year-lease in 2019. What practical alternative did I have? This lease calls for a 4-10% rent increase every year. Meanwhile, my income goes up by just 0-3% per year. They are also now increasing rates on new buyers by 20-100% making us completely locked in! This is all beyond untenable. We're desperate!

I've learned that I might not be covered by the new Mobile Home MOU because I have a long-term lease. If Council is to honor your promise to protect mobile home owners, then it is imperative that you protect ALL mobile home owners. We're scared and we really need your help.

I urge you and your fellow Council members to include long-term leases in the MOU.

Sincerely,

Darrick Wingfield

Sent from [Mail](#) for Windows 10

Jenny Carloni

From: Ramona De Jesus-Rivera <rvdr645@outlook.com>
Sent: Tuesday, April 13, 2021 11:10 AM
To: Larry Klein; Alysia Cisneros; Omar Din; Mason Fong; Glenn Hendricks; Gustav Larsson; Russ Melton
Cc: Council AnswerPoint
Subject: Please support a strong Mobile Home MOU - I live on Social Security

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton,

Please support the Mobile Home resident positions on the MOU. I live in a Mobile Home Park and am concerned that space rents are continuing to rise and soon, after living in Sunnyvale for many years, I will be unable to afford living in my home.

I live on Social Security Benefits which increase less than 2% a year; meanwhile rents in my park have increased over 3% every year. The rent increases force me to use up what little savings I have and frankly, I am at a breaking point. I am afraid that I will not have enough money to repair my car or pay for my medications. In Milpitas, mobile home space rent increases are limited to 50% of the Consumer Price Index with no floor. Why can't we do that here?

The resident position is to limit rent increases to 75% of CPI. That seems fair and will allow me to afford my home. Please support the resident position. I am looking forward to retiring the end of this year with my husband, but as things stand, we may not be able to

Thank you so much.

Sincerely,

Ramona & Hector Rivera

Casa de Amigos, Spc #645

From: [Ramona De Jesus-Rivera](#)
To: [Larry Klein](#); [Alysa Cisneros](#); [Omar Din](#); [Mason Fong](#); [Glenn Hendricks](#); [Gustav Larsson](#); [Russ Melton](#)
Cc: [Council AnswerPoint](#)
Subject: Please support the Residents on the Mobile Home MOU
Date: Tuesday, April 13, 2021 11:07:54 AM
Importance: High

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Klein and Council Members Cisneros, Din, Fong, Hendricks, Larsson, and Melton:

I urge you to support the Mobile Home Resident positions that ensure that the MOU aligns with Bay Area jurisdictions that have enacted housing policies to protect Mobile Homes as Affordable Housing Stock.

More than ninety jurisdictions in California have adopted a form of rent stabilization for mobile home parks. Most mobile home regulations in the Bay Area limit space rent increases to 75% of CPI with no floor and no cap, and space rent increases of 0 to 10% when a mobile home is sold.

Mobile home owners, unlike apartment tenants, have monthly housing expenses such as home, fire and earthquake insurance; garbage and sewer, a home mortgage and property taxes. These expenses may amount to an additional \$1,950 in monthly expenses.

I urge you to support the Resident positions to ensure a safe and reasonable affordable housing option for 11,000 Sunnyvale residents like me.

Thank you,

Ramona & Hector Rivera

Casa de Amigos, Spc #645



City of Sunnyvale

Agenda Item

21-0378

Agenda Date: 4/20/2021

REPORT TO COUNCIL

SUBJECT

Selection of a Configuration of the Mary Avenue Overcrossing to be Defined as the Proposed Project in an Environmental Impact Report (EIR) under the California Environmental Quality Act (CEQA); Approve Budget Modification No. 21 in the Amount of \$273,092 from the Transportation Impact Fee funds; and Increase the Kimley-Horn and Associates contract from \$666,550 to \$914,815.

REPORT IN BRIEF

The Mary Avenue Overcrossing project to extend Mary Avenue north from Almanor Avenue over U.S. 101 and State Route 237 to 11th Avenue at Discovery Way in Moffett Park has been included in multiple city planning and policy documents over the years. The project requires an Environmental Impact Report (EIR) adhering to California Environmental Quality Act (CEQA) requirements to move forward. The EIR will analyze various environmental impacts that the project may have on the surrounding community and transportation network.

The current planning process was started in 2016, with a scope based on community stakeholder input received at that time, which envisioned the EIR analyzing five different configurations as potential “projects”. However, in 2017, a California appellate court opinion (*Washoe Meadows Community v. Department of Parks and Recreation* (2017) 17 Cal.App.5th 277) rejected the concept of multiple “projects” for purposes of the EIR analysis. Instead, CEQA requires a single definition of the proposed “Project.” Other potential options can be compared and evaluated as Project “alternatives.”

In addition to selecting a Project description for purposes of the CEQA analysis in the EIR, additional consultant scope is necessary to move the environmental review forward. This scope consists of: additional public outreach, updating the traffic analysis growth projections, revising the traffic analysis to consider vehicle miles traveled (VMT) as a metric for CEQA analysis of traffic impacts instead of level of service (LOS), performing LOS analysis as a local metric for intersections, and adjusting traffic counts. A 10% contingency is also included.

BACKGROUND

On October 4, 2016, Council awarded a contract to Kimley-Horn and Associates to prepare the Environmental Impact Report (EIR) for the Mary Avenue Overcrossing Project (RTC No. 16-0862). The project proposes to construct an extension of Mary Avenue north from Almanor Avenue over U.S. 101 and State Route 237 and connecting to 11th Avenue at Discovery Way in the Moffett Park area. Attachment 1 shows the project location.

Kimley-Horn and Associates developed five project configurations for this study. The five options are as follows:

- Option 1: Four vehicular lanes (two in each of the northbound and southbound directions), a protected cycle track and sidewalks
- Option 2: Two vehicular lanes (one northbound and one southbound), a protected two-way cycle track and sidewalks
- Option 3: Two high-occupancy vehicle (HOV)/bus/shuttle lanes (one northbound and one southbound), a protected two-way cycle track and sidewalks
- Option 4: A bicycle and pedestrian overcrossing
- Option 5: No build - Removal of the Mary Avenue overcrossing from the General Plan

Conceptual cross sections and alignments of Options 1 through 4 are included as Attachments 2 and 3.

Staff updated City Council on the project timeline, outreach efforts, and the five options under consideration in a study session on February 28, 2017 (RTC No. 17-0335). Council requested that staff develop a framework of criteria to help Council with the selection of a preferred option at the Final EIR stage.

On March 7, 2017, the City released a Notice of Preparation (NOP) for the Mary Avenue Overcrossing EIR outlining these five options as potential “projects”, and Kimley-Horn and Associates began preparation of the EIR.

On November 15, 2017, the California Court of Appeals, First Appellate District, issued a decision (*Washoe Meadows Community v. Department of Parks and Recreation*) that rejected the concept of a multi-project EIR. In this case, an EIR was prepared that identified five potential projects without defining the preferred or proposed project. The court held that this approach violated CEQA because the EIR failed to provide the public with an “accurate, stable and finite” project description. Because of this case law, the City’s Office of the City Attorney (OCA) recommended that the Mary Avenue Overcrossing project select a single option as the proposed “project” for description in the EIR. This would avoid an unacceptable risk of a successful legal challenge to the EIR. Additional work was required to provide comparison metrics to assist the City Council in selecting one of the five options as the “Project” for purposes of the EIR.

During a regular business item on February 27, 2018 (RTC No. 17-1180), Council authorized the City Manager to execute a contract amendment with Kimley-Horn and Associates in the amount of \$42,800 to undertake additional work required by CEQA to choose a project option for the purposes of the EIR, approved an increase in the contract contingency of \$4,756 and approved a Budget Modification in the amount of \$47,556. The Council also approved a \$25,000 increase in the budget authority for additional public outreach efforts. Council approved a total increase to the project of \$72,556.

On June 30, 2020, Council adopted Council Policy 1.2.8: Transportation Analysis Policy (RTC No. 20-0640) that established Vehicle Miles Traveled (VMT) as the threshold of significance for transportation impacts analysis under CEQA. All environmental documents with a traffic analysis must use VMT as the threshold of significance instead of the previously utilized Level of Service (LOS) for CEQA. Level of Service is to be used as a local operational measure of intersection efficiency.

EXISTING POLICY

Council Policy 1.2.8 Transportation Analysis Policy

This policy updated the transportation impact analysis criteria to include both Vehicle Miles Traveled (VMT) as required by CEQA and Level of Service (LOS) as an operational measurement of intersection efficiency.

General Plan, Chapter 3, Land Use and Transportation Element

The 2017 Land Use and Transportation Element (LUTE) of the Sunnyvale General Plan lists goals and policies that emphasize the need to provide an effective multimodal transportation system.

Complete Streets Policy

The Complete Streets Policy was adopted by City Council on December 6, 2016 through Resolution No. 793-16 (RTC 16-0972) and amended on August 28, 2018 through Resolution No. 896-18 (RTC 18-0642). Through this policy, the City commits to creating and maintaining Complete Streets that provide safe, sustainable, integrated, efficient and convenient transportation systems that serve all categories of users and maintain sensitivity to local conditions.

Transportation Impact Fee Program

The City's Transportation Impact Fee (TIF) program addresses citywide transportation needs and ensures that all development projects that add new trips to the street network pay a fair share of future transportation improvement costs.

Peery Park Specific Plan

The Mary Avenue Overcrossing project's pedestrian and bicycle connections and new street segment are listed in the 2016 Peery Park Specific Plan.

Moffett Park Specific Plan

Within the 2013 Moffett Park Specific Plan (MPSP), the Mary Avenue Overcrossing project is listed as one of two of "the most significant transportation improvements necessary to facilitate the development of Moffett Park".

Climate Action Plan

City Council adopted the Climate Action Plan (CAP) on May 20, 2014, which includes various strategies to reduce greenhouse gas (GHG) emissions.

Active Transportation Plan

The 2020 Sunnyvale Active Transportation Plan (ATP) includes the Mary Avenue Overcrossing project as a recommendation within the Bicycle Plan and the Pedestrian Plan.

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

Section 15004(b) of the CEQA Guidelines provides that an EIR should be prepared "as early as feasible in the planning process to enable environmental considerations to influence project program and design and yet late enough to provide meaningful information for environmental assessment."

The action being considered merely defines the proposed Project and directs staff to proceed with the preparation of an EIR for the Mary Avenue Overcrossing. This action does not approve construction of the Mary Avenue Overcrossing or any particular option, including the “No Project” alternative. Therefore, the present action is not itself a project that requires separate environmental review (CEQA Guidelines Section 15061(b)(3).)

DISCUSSION

Defining the Project for Purposes of the EIR

The five options identified for this project are as follows:

- Option 1: Four vehicular lanes (two in each of the northbound and southbound directions), a protected cycle track and sidewalks
- Option 2: Two vehicular lanes (one northbound and one southbound), a protected two-way cycle track and sidewalks
- Option 3: Two high-occupancy vehicle (HOV)/bus/shuttle lanes (one northbound and one southbound), a protected two-way cycle track and sidewalks
- Option 4: A bicycle and pedestrian overcrossing
- Option 5: No build - Removal of the Mary Avenue overcrossing from the General Plan

Staff recommends that Option 2 be selected as the “Project” for purposes of the EIR project description. However, the EIR will fully evaluate the other four options as Project alternatives. After completion of the EIR, the City Council may exercise its discretion to select either the recommended Project or one of the alternatives as the configuration to be designed and built, or the City Council may opt for “no project”.

During a project status study session with the City Council on February 2, 2021 (RTC No. 21-0020), background, project history, travel time estimates, and feedback received to date were presented.

Preferences were shared by some Councilmembers to select Option 2 as the project for the purposes of the EIR to encourage the most public involvement and feedback on the EIR process. Councilmembers also expressed interest in Options 1 and 3.

Transportation Analysis Refinement

As part of restarting the environmental analysis of the project, staff reviewed the assumptions of the traffic analyses performed and found that the projected traffic volumes were overly conservative and overstated potential transportation impacts. Based upon engineering judgement, knowledge of local traffic patterns and experience, adjustments are necessary to the analyses. A new volume projection method is advised by staff to be consistent with the land use as assumed in the General Plan, which will require additional efforts from the consultant team.

In addition, the pandemic and shelter-in-place orders changed traffic patterns on both a local and regional level. Standard practice for collecting existing traffic counts is no longer valid due to these traffic anomalies. Current practice is to either collect current traffic counts for use or to use previously collected traffic counts and adjust them per previous growth rates.

A separate project is currently underway to study the feasibility of grade separating Mary and Sunnyvale avenues from the Caltrain railroad tracks. The Mary Avenue Overcrossing project is being coordinated closely with special attention to the traffic conditions anticipated at the Mary Avenue

crossing location. The same City staff are working on both projects and the same traffic engineering consultant firm is working on both projects. The intention is to coordinate the analyses to ensure the overall network functions properly, regardless of the option selected for either project. Neither project proposes to adjust any lane configurations to change capacity between the two projects or along the Mary Avenue corridor.

Kimley-Horn and Associates Additional Scope

Additional scope is needed for the Kimley-Horn and Associates contract for \$248,265, as shown in the Second Amendment to Consultant Services Agreement (Attachment 6), increasing the total contract amount from \$666,550 to \$914,815. Additional work in this scope revision includes:

- Additional community outreach and coordination
- Complying with the CEQA requirement of using VMT as a metric instead of LOS
- Adjustment of traffic analyses due to overly conservative growth projections and the inability to collect new counts during the pandemic
- Updates to sections of the EIR that use the traffic analysis data, such as greenhouse gas emissions, air quality, energy conservation, and noise analysis

Contingency

To account for future minor adjustments to the Kimley-Horn and Associates scope that may be needed, a 10% contingency of \$24,827 has been included in the budget modification total.

Follow-up from February 28, 2021 Council Study Session

The following information is provided for information on project status and to follow-up on specific questions raised during the February 28, 2021 Council Study Session on this project.

Construction Cost Estimates

Construction cost estimates will be prepared as part of the EIR and will be presented with the Final EIR. Construction costs will be paid in part by 2016 VTA Measure B Local Streets and Roads program funds and the City's Transportation Impact Fees collected from new developments. The remainder of funding will be determined once a preferred option for design is selected after the Final EIR and construction cost estimates are refined based on the design.

Volume Estimates

Vehicular volumes on Mathilda Avenue north of Maude Avenue have been estimated using the traffic model. These estimates were calculated for each of the options during the morning and afternoon peak commute periods and peak commute direction. In the morning peak, the main travel direction is northbound toward employment centers. In the afternoon peak, the main travel direction is southbound toward residential areas. Table 1 lists the best estimations for comparison purposes between the options showing what the traffic volumes on Mathilda Avenue north of Maude Avenue would look like due to redirection of travel patterns with each option.

Table 1: Vehicle Volumes on Mathilda Avenue north of Maude Avenue

	AM Peak Northbound (vehicles per hour)	PM Peak Southbound (vehicles per hour)
Existing (pre-COVID-19) *	2,424	2,465

Option 1 Year 2035: 4 vehicle lanes	2,675	2,811
Option 2 Year 2035: 2 vehicle lanes	2,724	2,978
Option 3 Year 2035: 2 HOV only lanes	2,861	3,201
Option 4 Year 2035: Bike and pedestrian only overcrossing	2,866	3,358
General Plan build out (2035) and Option 5: No Project	2,866	3,358

* Existing volumes were collected in November 2015

Option 1 is anticipated to have the lowest vehicular volume on Mathilda Avenue just north of Maude Avenue since the Mary Avenue Overcrossing would have four vehicle lanes, drawing more traffic away from Mathilda Avenue. Options 3 and 4 are expected to have the highest volumes on Mathilda Avenue since single-occupant vehicles would not be able to travel on a Mary Avenue Overcrossing. Option 5, which is also the General Plan build out, would also experience the highest volumes since there would not be a Mary Avenue Overcrossing.

On both corridors, Option 4 volumes are shown the same as General Plan build out/Option 5 because the model does not account for roadway users shifting mode from driving/carpooling to walking/biking with the proposed options.

Travel Time Estimates and Outreach

Staff updated City Council on the travel time estimates and outreach efforts in a study session on February 2, 2021 (RTC No. 21-0020). The presentation from that meeting is included as Attachment 7.

FISCAL IMPACT

In order to fund the project staff is recommending approval of Budget Modification No. 21 to appropriate \$273,092 in additional Transportation Impact Fees.

Budget Modification No. 21 FY 2020/21

	Current	Increase/ (Decrease)	Revised
<u>Capital Projects Fund - Transportation Impact Fee Sub-Fund</u>			
<u>Expenditures</u>			
Project 832440 - Mary Avenue Overcrossing Environmental Impact Report	\$ 758,681	\$ 273,092	\$ 1,031,773
<u>Reserves</u>			
Capital Projects Reserve	\$ 40,257,258	(\$ 273,092)	\$ 39,984,166

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. In addition, the agenda and report are available at the Office of the City Clerk and on the City's website.

ALTERNATIVES

1. Select Option 2 as the "Project" for purposes of the project definition in the EIR for the Mary Avenue Overcrossing and fully evaluate the other four options as Project alternatives, Approve Budget Modification No. 21 in the Amount of \$273,092 from the Transportation Impact Fee funds, Approve a Second Amendment in substantially the same form as Attachment 6 to the report to the Kimley-Horn and Associates Contract to change the scope of work and increase the contract amount from \$666,550 to \$914,815 and approve a 10% contingency for the additional scope of work.
2. Select one of the other options (1, 3 or 4) as the "Project", Approve Budget Modification No. 21 in the amount of \$273,092 from the Transportation Impact Fee funds, Approve a Second Amendment in substantially the same form as Attachment 6 to the report to the Kimley-Horn and Associates Contract to change the scope of work and increase the contract amount from \$666,550 to \$914,815 and approve a 10% contingency for the additional scope of work.

STAFF RECOMMENDATION

Alternative 1: Select Option 2 as the "Project" for the purposes of the project definition in the EIR for the Mary Avenue Overcrossing and fully evaluate the other four options as Project alternatives, Approve Budget Modification no. 21 in the Amount of \$273,092 from the Transportation Impact Fee funds, Approve a Second Amendment in substantially the same form as Attachment 6 to the report to the Kimley-Horn and Associates Contract to change the scope of work and increase the contract amount from \$666,550 to \$914,815 and approve a 10% contingency for the additional scope of work.

Staff recommends Alternative 1, so that Option 2 is selected as the "Project" for purposes of the EIR project description. At a Study Session on February 2, 2021, some Councilmembers expressed a preference to select Option 2 as the project for the purposes of the EIR. This option is likely to encourage the most public involvement and feedback on the EIR process. Staff agrees that this will allow the Council to make the most informed decision on the preferred project at the Final EIR stage. Option 2 also allows for better mobility in the area by reducing travel times and allowing more opportunities for all modes of travel. The preferred project ultimately selected for Mary Avenue Overcrossing can be different from the project for purposes of the EIR being selected now.

Prepared by: Angela Obeso, Principal Transportation Engineer
Reviewed by: Dennis Ng, Manager, Transportation and Traffic Division
Reviewed by: Chip Taylor, Director, Department of Public Works
Reviewed by: Teri Silva, Assistant City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Project location
2. Conceptual cross sections of Options 1 through 4

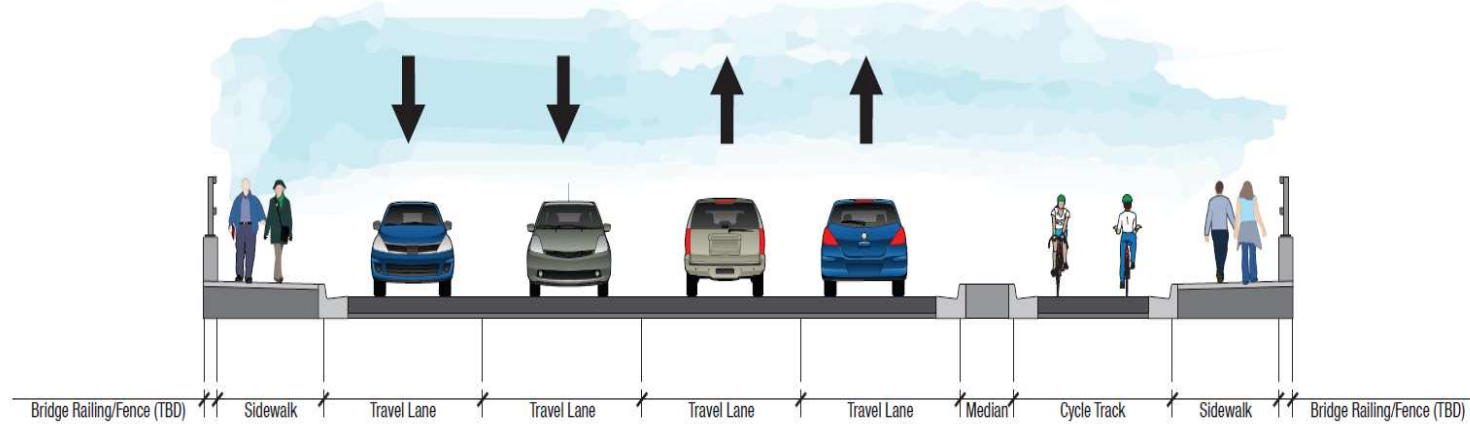
3. Conceptual alignments of Options 1 through 4
4. Existing Moffett Park area ingress and egress points
5. Community Meeting postcard notification area
6. Second Amendment to Consultant Services Agreement
7. Presentation from February 2, 2021 City Council Study Session

Project Location – Mary Avenue Overcrossing

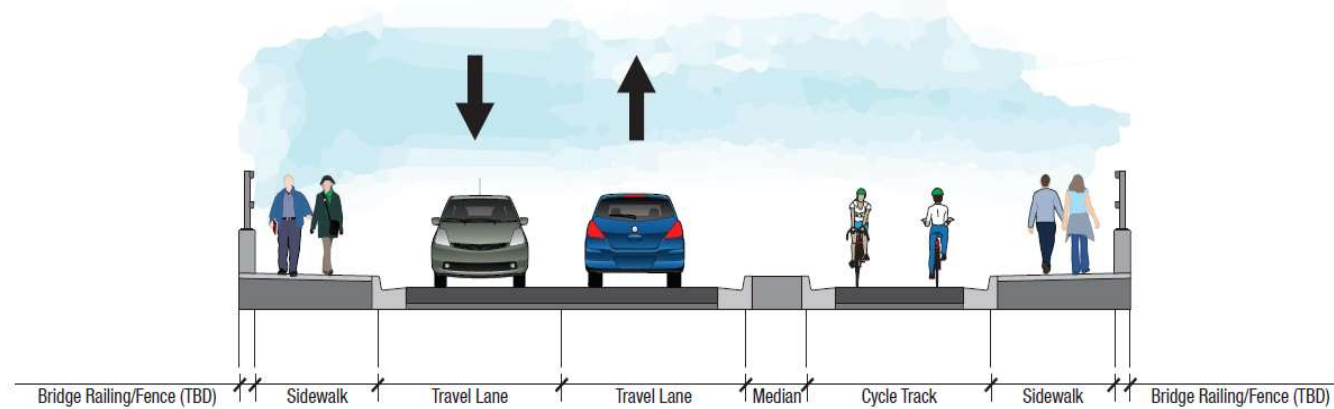


Alternatives

Alternative 1 – Four Lanes with Cycle Track and Sidewalks

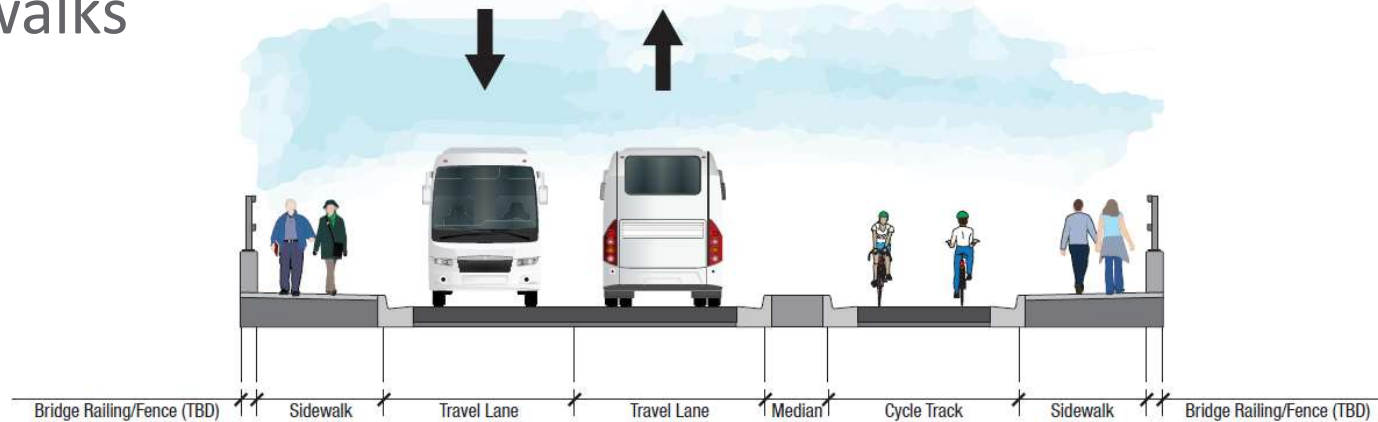


Alternative 2 – Two Lanes with Cycle Track and Sidewalks

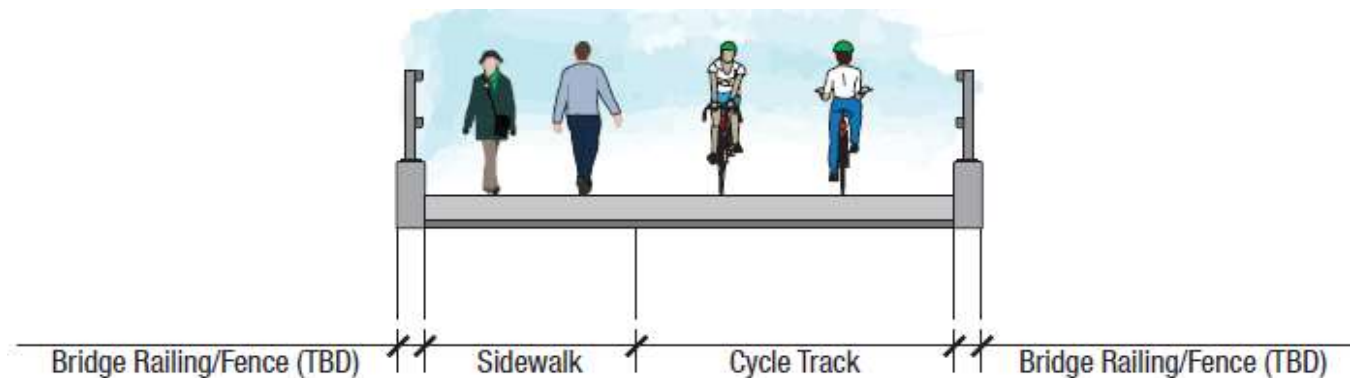


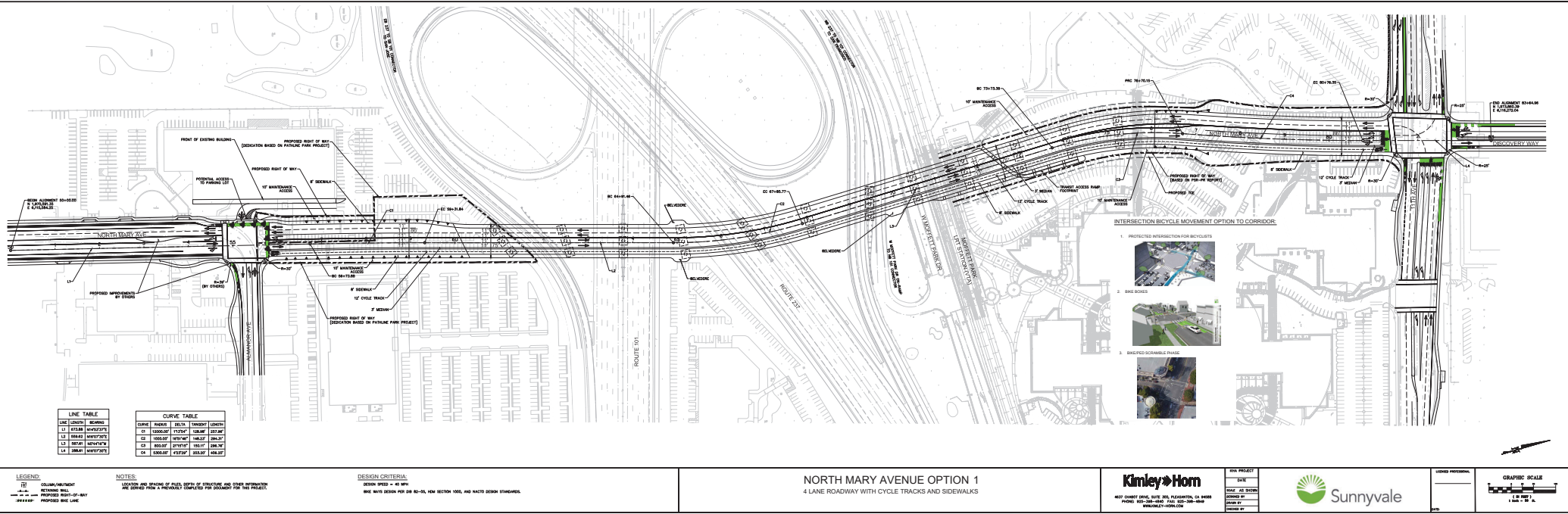
Alternatives

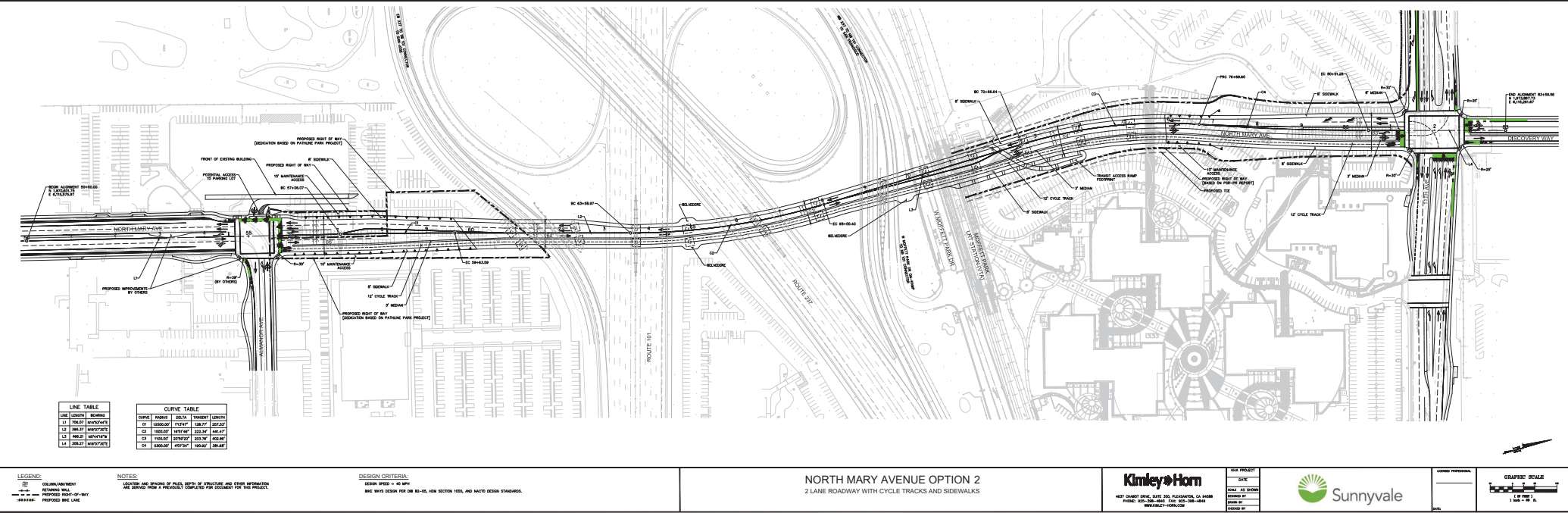
Alternative 3 – HOV/Transit/Shuttle with Cycle Track and Sidewalks

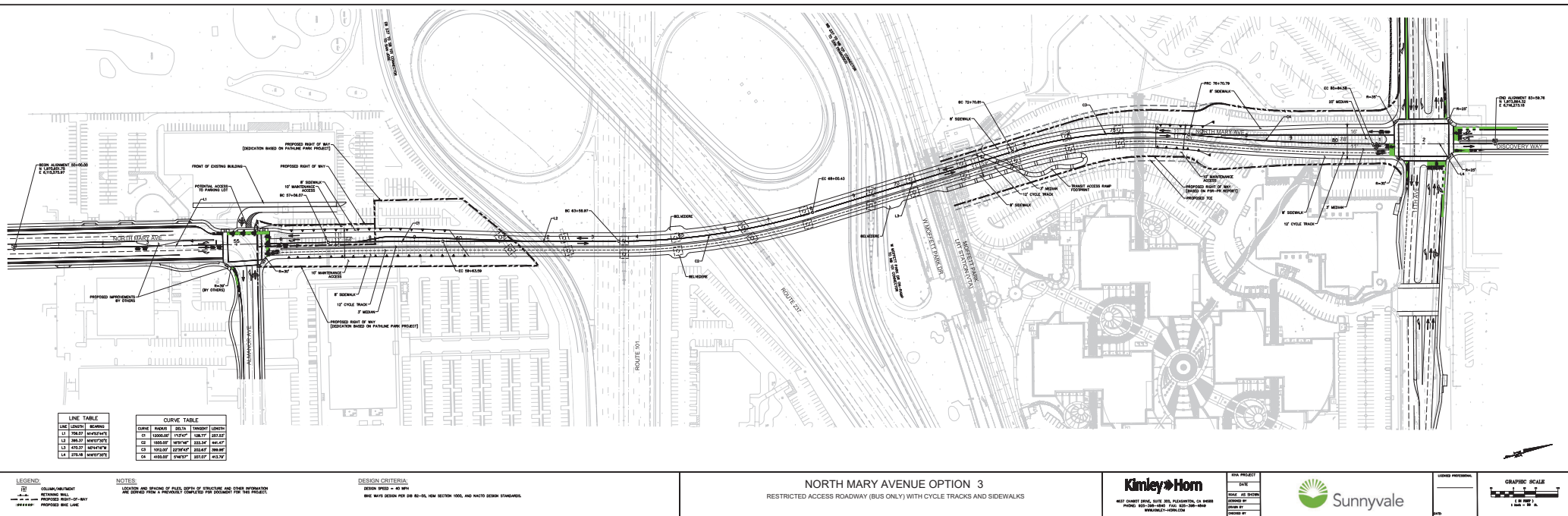


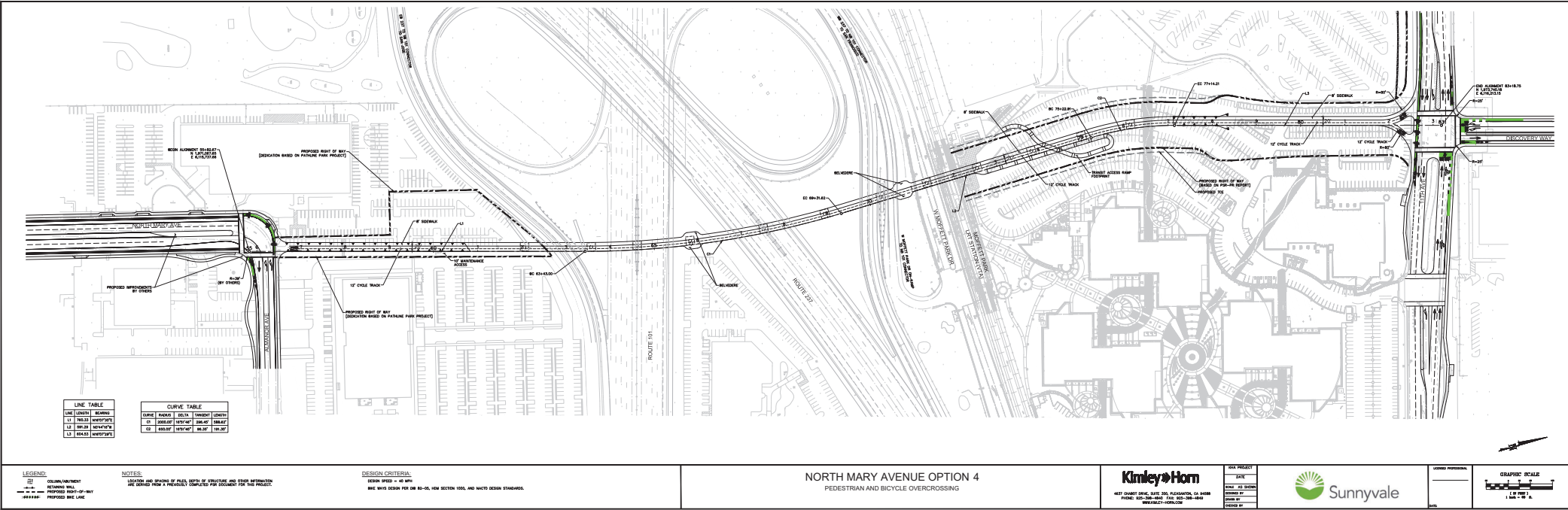
Alternative 4 – Bike/Pedestrian Only Overcrossing

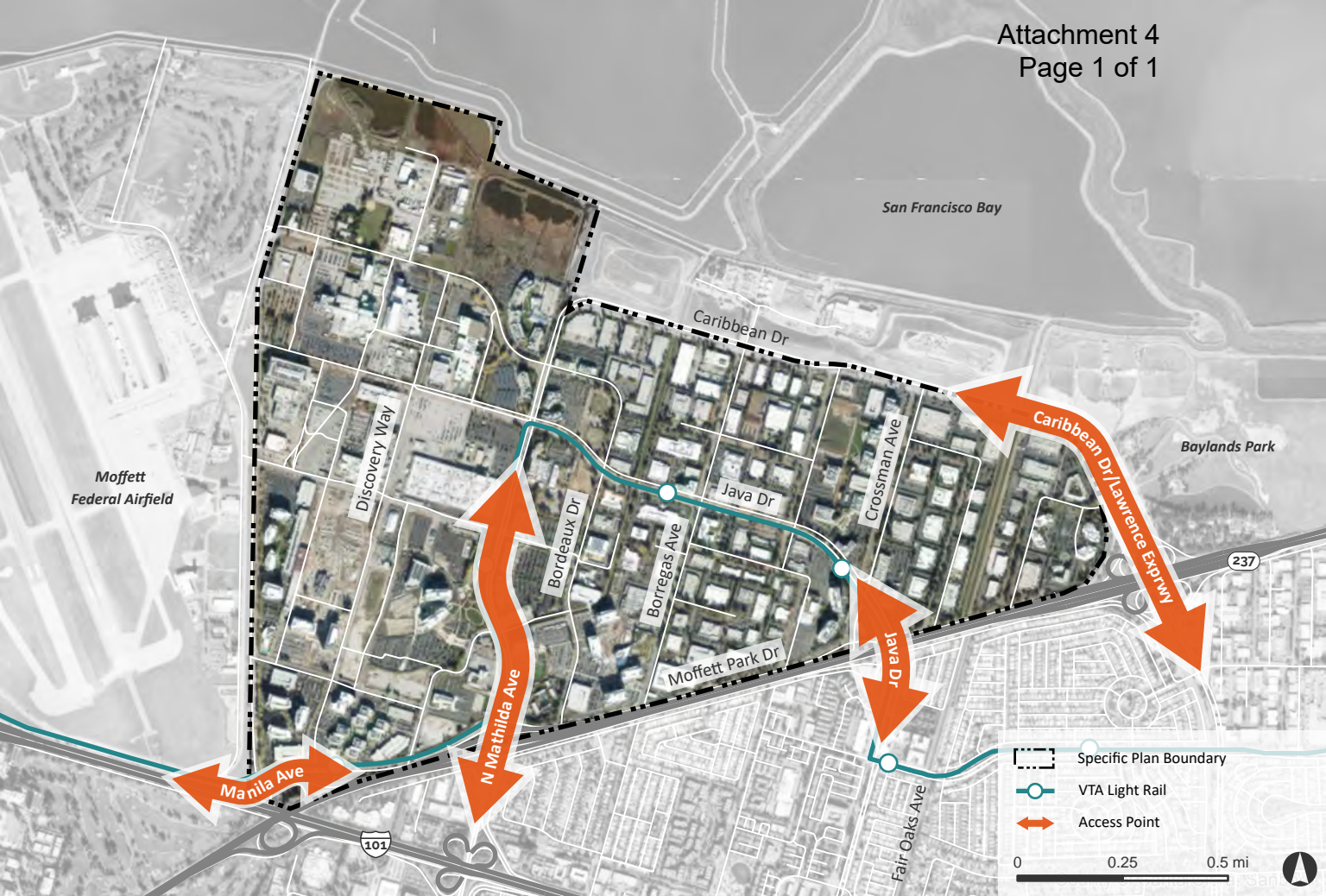


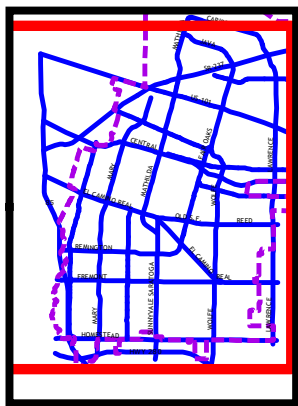












0 1,050 2,100 4,200 Feet



Exhibit A to Change Order 10
Dated March 31, 2021

**CHANGE ORDER 10 TO THE AGREEMENT BETWEEN THE CITY OF
SUNNYVALE AND KIMLEY-HORN AND ASSOCIATES, INC. FOR THE
MARY AVENUE OVERCROSSING EIR PROJECT**

Consultant shall perform the following Additional Services:

Task 10.1: Traffic Impact Analysis

Kimley-Horn will complete the following tasks to address City staff's request that is outside of the original contract scope of services:

- 1) Data Collection
 - a. Adjust Existing Conditions volumes to 2021
 - i. Based on a growth rate from other studies
- 2) Travel Demand Modeling
 - a. Hexagon will provide updated outputs from a more recent version of the City's travel demand model than the one used in the prior analysis. This model includes updates to the LSAP, El Camino Real Specific Plan, and Downtown Specific Plan. See attachment for scope from Hexagon. Note that Hexagon fees for this task are included in fees listed under Task 10.2.
- 3) Baseline Conditions
 - a. Revise Existing Conditions – intersection level of service (LOS) analysis and travel time analysis. This scope of work includes 26 intersections.
 - b. Revise Near-term Conditions – intersection LOS analysis and travel time analysis
 - c. Revise Cumulative Conditions – – intersection LOS analysis and travel time analysis.
- 4) Plus Project Scenarios Analysis (intersection and LOS analysis)
 - a. Existing + Alt 1
 - b. Near-term + Alt 1
 - c. Cumulative + Alt 1
 - d. Existing + Alt 2
 - e. Near-term + Alt 2
 - f. Cumulative + Alt 2
 - g. Existing + Alt 3
 - h. Near-term + Alt 3
 - i. Cumulative + Alt 3
- 5) Alternatives Analysis: This task includes evaluating project alternatives at the same level of detail as the project in the EIR to compare LOS metrics and a matrix for public meetings.
- 6) Admin Draft TIA – standalone TIA: The TIA will cover LOS analysis and will not become part of the EIR. If needed, operational deficiencies will be evaluated and improvements recommended.
- 7) Draft TIA – standalone TIA
- 8) Final TIA – standalone TIA
- 9) Responses to DEIR Comments and FEIR (Note that this task applies to both Task 10.1 and 10.2. Official responses will be prepared as part of the EIR process as described in the original scope.)

Fee: \$106,105

Task 10.2: Vehicle Miles Traveled Analysis

Mary Avenue Overcrossing EIR

Exhibit A to Change Order 10
Dated March 31, 2021

Vehicle Miles Traveled (VMT) guidelines published by the California Governor's Office of Planning and Research (OPR)¹ provide a list of transportation projects that would likely not lead to "a substantial or measurable increase in vehicle travel, and therefore generally should not require an induced travel analysis." However, since the construction of a bridge is not on that list, this project would need to include an induced travel analysis. As such, Kimley-Horn will perform a quantitative induced travel analysis and VMT assessment as defined in the guidelines as methodology to "estimate VMT impacts from roadway expansion projects". The VMT assessment will be evaluated using the same City travel demand model used in Task 10.1 for the traffic impact analysis to determine whether the construction of the Project would lead to a measurable increase in VMT for the City of Sunnyvale.

As a subconsultant to Kimley-Horn, Hexagon will calculate daily VMT's for the roadways within the boundaries of the study area, to be defined by Kimley-Horn in coordination with City staff. Quantitative VMT results will be provided for Options 1, 2, 3, and 5 in 2016 and 2035. A qualitative VMT result will be provided for Option 4 because the travel demand model cannot accurately estimate the change in mode shift due to a pedestrian and bicycle bridge. VMT's will be calculated by multiplying the daily traffic volumes by the distance of the roadway segments in the study area.

While it is common practice to calculate daily traffic at roadway segments by adding the volumes from the morning (5:00 AM – 9:00 AM), midday (9:00 AM-3:00 PM), afternoon (3:00 PM – 7:00 PM) and night (7:00 PM – 5:00 AM) time-period traffic assignments, Hexagon found that this method does not result in accurate estimates of daily traffic when compared to observed 24-hour counts. It was found that applying factors to the AM and PM peak-hour traffic assignments result in much better match of modeled and observed daily traffic volumes. Based on ADT counts from the City of San Jose and Caltrans it was found that applying factors to the AM and PM peak-hour traffic assignments results in a very strong correlation between the counts and modeled volumes. Regression analysis of daily traffic volumes at almost 400 locations showed a 92% correlation between observed and modeled ADT volumes. Therefore, daily volumes will be calculated by applying factors to the AM and PM peak hour traffic assignments.

The results of the VMT assessment will be documented in a separate technical memorandum to become part of the EIR. If needed, impacts will be evaluated and mitigations recommended. This document will include evaluating project alternatives at the same level of detail as the project in the EIR to compare VMT metrics and a matrix for public meetings. Kimley-Horn will prepare and submit an electronic (PDF) copy of the draft report to the City. We will address one set of consolidated, non-conflicting City comments on the draft report. If the comments require additional analysis or data collection beyond that provided for in this Scope of Services, this work will be considered as an additional service. Any additional comment responses, regardless of origin, will also be considered as an additional service. Kimley-Horn will prepare and submit an electronic (PDF) copy of the final report to the City.

¹ Technical Advisory on Evaluating Transportation Impacts in CEQA. Governor's Office of Planning and Research, State of California. December 2018.

Fee: \$18,800

Task 10.3: Update Project Construction Cost Estimates and Engineering Design Support

This task is an augment of Task 2.1.6 of the original contract. Kimley-Horn will update the previous project cost estimates for the project options last prepared in March 2018. Kimley-Horn will also provide updates to the preliminary design as needed and requested by staff up to the budgeted amount. Additional requests above this amount can be accommodated with written approval from City staff.

Fee: \$12,100

Task 10.4: Update Air Quality Technical Studies

Kimley-Horn will prepare an update to the air quality technical analysis last prepared in December 2017. The technical analysis will use the updated traffic analysis and current air quality modeling (using CalEEMod) methods in the revised analysis.

Fee: \$10,000

Task 10.5: Update Greenhouse Gas Emissions Analysis

Kimley-Horn will prepare an update to the Greenhouse Gas Emissions analysis last prepared in December 2017. The technical analysis will use the updated traffic analysis, including VMT and current greenhouse gas modeling methods (using CalEEMod) in the revised analysis.

Fee: \$8,520

Task 10.6: Update Energy Conservation Analysis

Kimley-Horn will update the Energy Conservation Analysis. In December 2019, the State CEQA Guidelines were updated to require a separate section in environmental documents to consider if a project would have significant impacts on energy conservation or consumption.

Fee: \$7,370

Task 10.7 Update to Biological Resources Analysis

Kimley-Horn will prepare an update to the biological resources analysis. The update will consist of a revalidation of the current biological analysis last prepared in April 2017.

Fee: \$9,710

Exhibit A to Change Order 10
Dated March 31, 2021

Task 10.8: Update to Cultural Resources Analysis

Kimley-Horn will prepare an update to the cultural resources analysis. The update will consist of a revalidation of the current cultural analysis last prepared in April 2017.

Fee: \$9,920

Task 10.9: Update to the Noise Analysis

Kimley-Horn will prepare an update to the noise technical analysis last prepared in September 2017. The technical analysis will use the updated traffic analysis and current City noise standards (to be coordinated with City prior to commencement of update) to calculate project increases from traffic noise associated with the project.

Fee: \$10,910

Task: 10.10: Revisions to Admin Draft EIR based on new Appendix G Guidelines

Kimley-Horn will update the EIR analysis for the relevant sections based on the new thresholds of Appendix G of the State CEQA Guidelines. These updated thresholds went into effect in December 2018. This task includes revising the existing sections with the updated thresholds and creating new EIR sections such as Energy and Wildfire. This task also includes assisting the City with the preparation of the updated AB 52 consultation letters.

Fee: \$11,810

Task: 10.11: Project Coordination

This task supplements Task 7.2 in the original contract. Alex Jewell, Kimley-Horn Senior Project Manager, will be responsible for management and supervision of the EIR project team as well as consultation with the City Staff to incorporate City policies into the EIR. Kimley-Horn will coordinate with state and local agencies regarding this environmental document. Alex Jewell will coordinate with all technical staff, consultants, support staff and word processing toward the timely completion of the EIR.

Fee: \$8,500

Task: 10.12 Meeting Attendance

This task supplements Task 7.3 in the original contract. Alex Jewell along with other key Project Team personnel will also be available to attend meetings with City staff and affected jurisdictions, agencies and organizations as needed to identify issues, assess impacts and define mitigation. This scope of work assumes up to 100 hours for meeting attendance. Any additional amount of time beyond this initial budget will require approval from the City. This task assumes that no additional community meetings will be present and that no public meeting facilitation by Apex Strategies will be required.

Fee: \$29,520

Exhibit A to Change Order 10
Dated March 31, 2021

Project Expenses

This task supplements the Document Reproduction task in the original contract. This additional budget includes increased costs associated with the reproduction of EIRs. In particular, costs associated with including USB thumb drives with the EIRs instead of compacts disks. USB thumb drives have an increased cost compared to CDs.

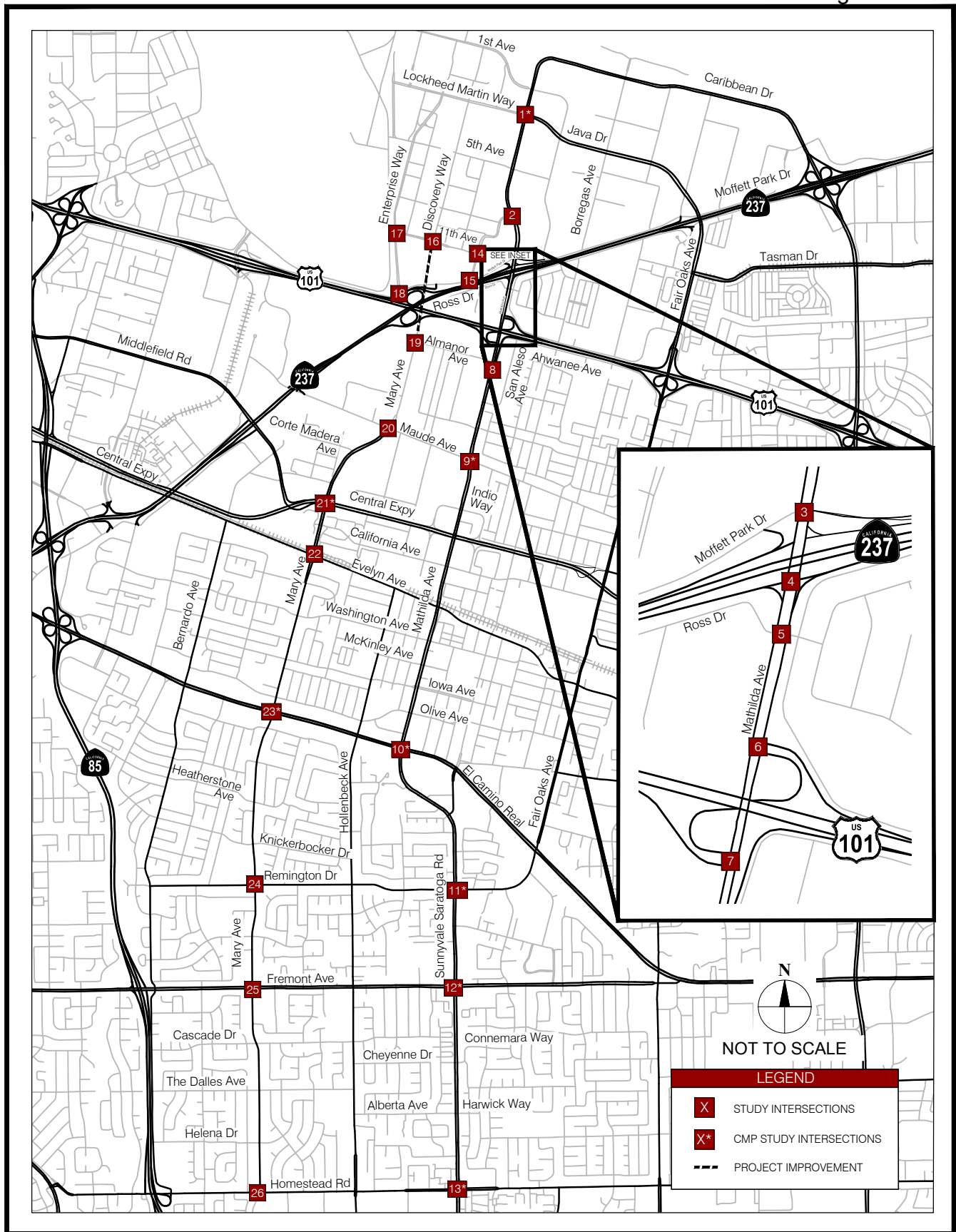
Fee: \$5,000

Total Labor Fee: \$248,265

Contingency* (10%): \$24,827

*Only to be used with written authorization from City staff.

Total Fee: \$273,092





HEXAGON TRANSPORTATION CONSULTANTS, INC.

March 9, 2021

Ben Huie
Kimley-Horn
4637 Chabot Drive, Suite 300
Pleasanton, CA 94588

Subject: *Proposal to Develop Traffic Forecasts for the Mary Avenue Extension Project in Sunnyvale, CA*

Dear Mr. Huie:

Hexagon Transportation Consultants, Inc. is pleased to submit this proposal to develop traffic forecasts for the Mary Avenue Extension Project in Sunnyvale, California. It is our understanding that the forecasts for this project developed in 2017 need to be revised using a different set of land use assumptions. The forecasts developed in 2017 for the 2035 horizon year were based on the City of Sunnyvale General Plan land use assumptions. Since then, several large development projects in Sunnyvale are planned and the City wants those projects to be included in the traffic analysis of the Mary Avenue Extension Project.

Scope of Work

The following scope of work was prepared based on input from City staff and information provided in your March 4, 2021 e-mail. The scope of services assumes the following:

- Base year will be the same as before and represents 2016 conditions. The base model (validation) forecasts were compared with 2016 traffic counts. The 2013 land use data in the project area was updated with land use developments that were constructed and occupied between 2013 and 2016. To be consistent with the 2035 land use data, minor updates to the 2016 land use data will be made.
- Future year 2035 will assume the City's Existing General Plan plus the Downtown Specific Plan, LSAP, ECR Specific Plan, and Fortinet land use developments.
- Since none of the project scenarios would result in measurable shifts in the mode of travel, the same peak hour trip tables will be used for all project scenarios. Note that the Sunnyvale model (or any other trip-based travel demand model in the Bay Area) does not have the capability to forecast reasonable estimates of potential shifts in bicycle and pedestrian mode of travel resulting from the project.
- The peak hour traffic assignment procedure will be updated to produce more accurate traffic volumes and travel speeds on the roadway segments in the study area.
- The number study intersections has been reduced from 50 to approximately 25.



Mr. Ben Huie
March 9, 2021
Page 2 of 3

Task 1: Base Year (2016) Forecasts.

Hexagon will develop 2016 AM and PM peak hour forecasts for the following project scenarios:

- 2016 Existing Conditions
- 2016 Four Lane Scenario
- 2016 Two Lane Scenario
- 2016 Non-SOV Scenario

Task 2: Horizon Year (2035) Forecasts.

Hexagon will develop 2035 AM and PM peak hour forecasts for the following project scenarios:

- 2035 No Project Scenario
- 2035 Four Lane Scenario
- 2035 Two Lane Scenario
- 2035 Non-SOV Scenario

Task 3: Vehicle Miles Traveled

Hexagon will calculate daily VMT's for the roadways within the boundaries of the study area, to be defined by Kimley-Horn. VMT's will be provided for all 2016 and 2035 scenarios. VMT's will be calculated by multiplying the daily traffic volumes by the distance of the roadway segments in the study area.

While it is common practice to calculate daily traffic at roadway segments by adding the volumes from the morning (5:00 AM – 9:00 AM), midday (9:00 AM-3:00 PM), afternoon (3:00 PM – 7:00 PM) and night (7:00 PM – 5:00 AM) time-period traffic assignments, Hexagon found that this method does not result in accurate estimates of daily traffic when compared to observed 24-hour counts. It was found that applying factors to the AM and PM peak-hour traffic assignments result in much better match of modeled and observed daily traffic volumes. Based on ADT counts from the City of San Jose and Caltrans it was found that applying factors to the AM and PM peak-hour traffic assignments results in a very strong correlation between the counts and modeled volumes. Regression analysis of daily traffic volumes at almost 400 locations showed a 92% correlation between observed and modeled ADT volumes. Therefore, daily volumes will be calculated by applying factors to the AM and PM peak hour traffic assignments.

Task 4: Travel Forecasting Results

Hexagon will provide the following products:

- 2016 and 2035 AM and PM peak hour link volume plots for all scenarios
- 2016 and 2035 AM and PM congested travel speeds plots for all scenarios
- 2016 and 2035 AM and PM v/c-ratio plots for all scenarios
- 2016 and 2035 AM and PM travel time plots for all scenarios
- A table with daily VMT's for all scenarios
- 2016 and 2035 AM and PM peak hour model estimated turning movements at approximately 25 intersections

A brief Technical Memorandum will be prepared documenting the results of the travel forecasts.



Mr. Ben Huie
March 9, 2021
Page 3 of 3

Task 5: Response to Comments

The results of the travel forecasts will be reviewed by you and another engineering firm. This task includes attending two (zoom) meetings to discuss the forecasting results and respond to questions.

Additional Services

Any work not specifically referenced in the above Scope of Services—for example completing traffic forecasts for additional land use or network scenarios and attending meetings — shall be considered additional services.

Budget and Schedule

The fee for completing tasks 1-5 will be \$15,000. Additional Services shall be provided upon authorization and will be billed separately. Billings will be conducted monthly, on a percent complete basis. This price quote is good for 30 days from the date of this letter. After that time, please contact us for an updated proposal. We can provide you with a copy of our standard contract agreement upon request. The forecast will take about four weeks to complete after we receive notice to proceed.

We look forward to working with you and appreciate your consideration of Hexagon for this assignment. If you have any questions, please do not hesitate to call.

Sincerely,

Hexagon Transportation Consultants, Inc.

At van den Hout
Vice President



Mary Avenue Overcrossing

City Council Study Session
February 2, 2021



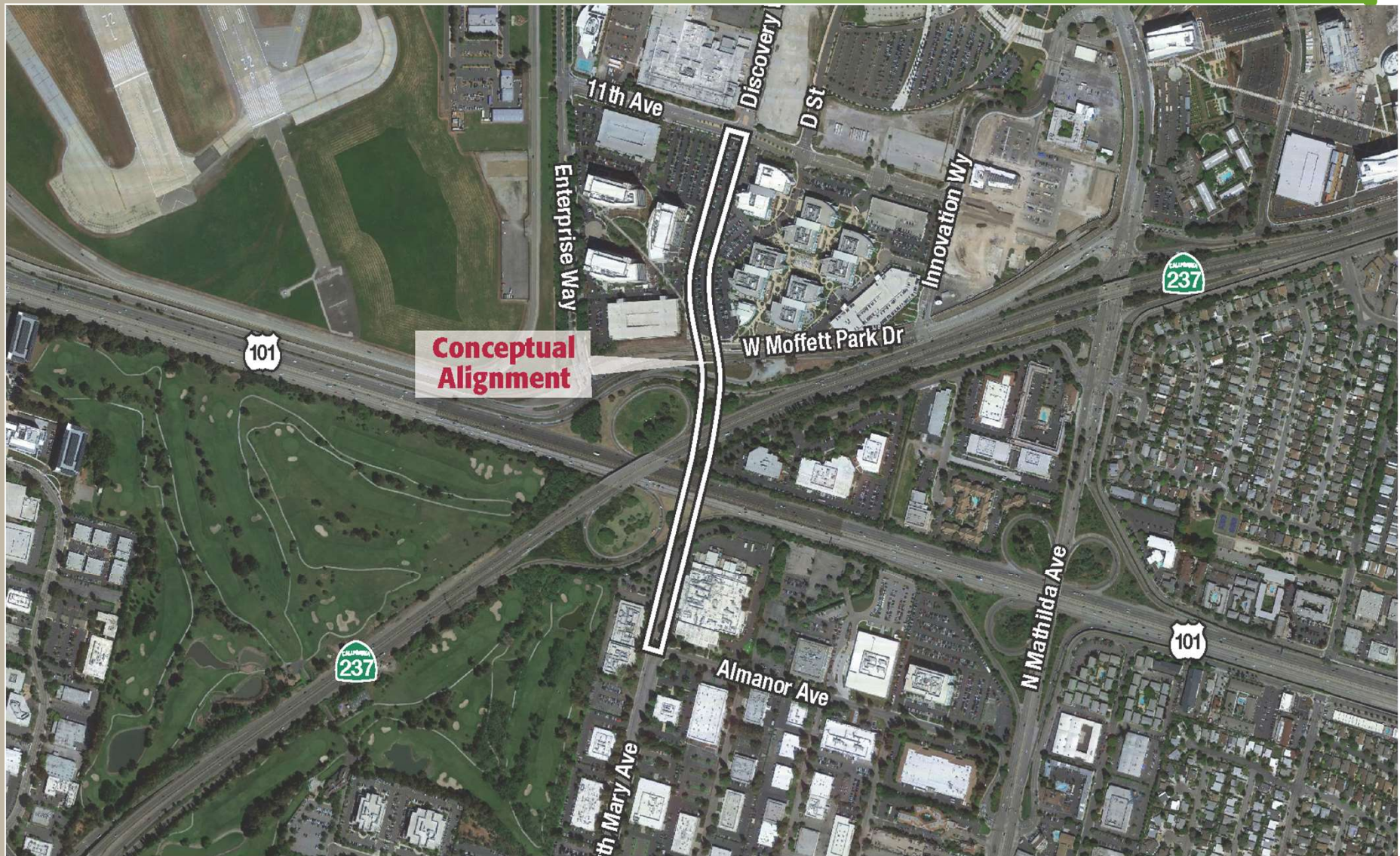
Agenda

- Background
- Alternatives
- Public Outreach
- Next Steps



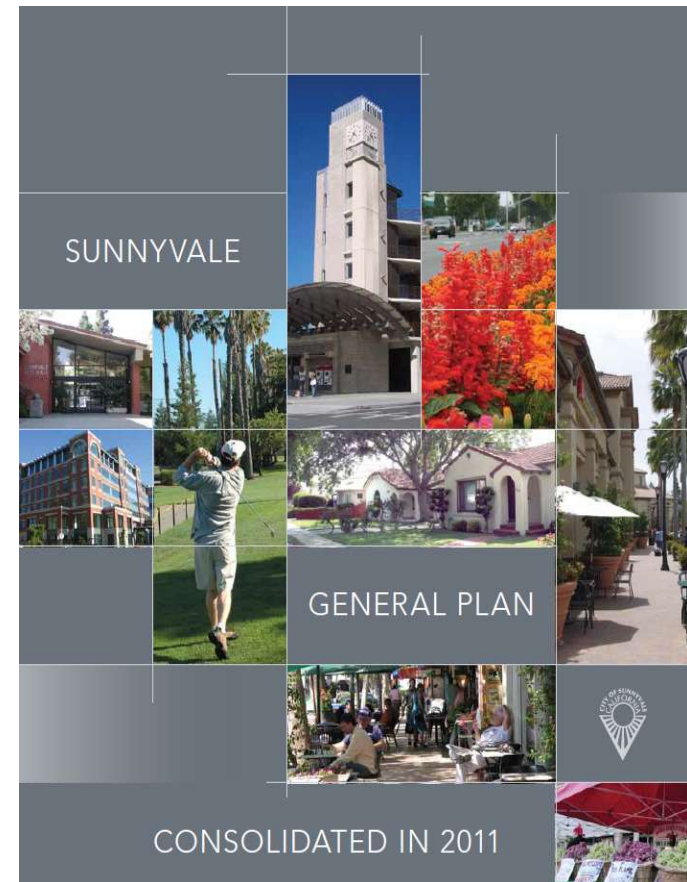
Background

Background – Mary Avenue Overcrossing



Background – Planning and Policy History

- General Plan 1981, 2011
- Land Use and Transportation Element 1981, 1997, 2017
- Moffett Park Specific Plan 2004, 2013, Current Update
- Peery Park Specific Plan 2016
- Transportation Impact Fee 2017



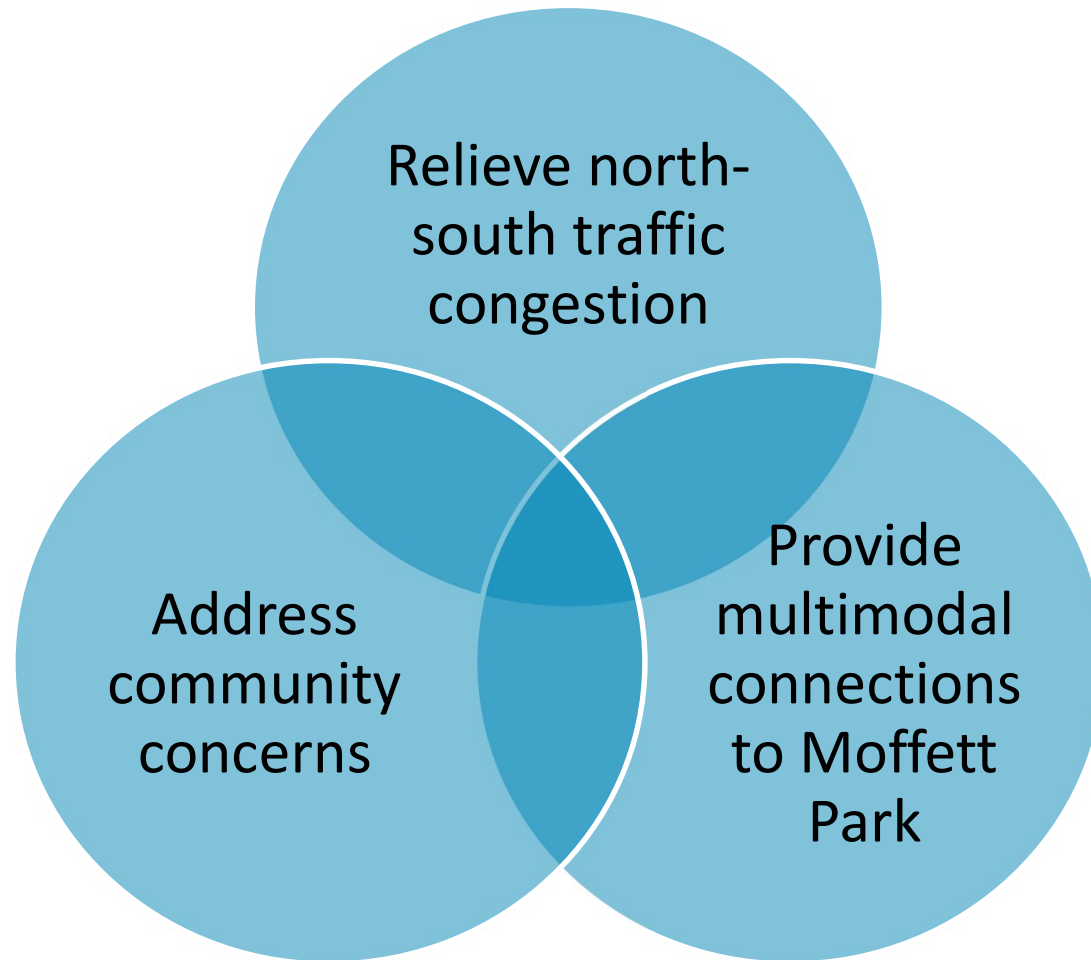
Background – Project History

- 2007 EIR – community concerns
- Mary Avenue Road Diet
- Increased development
- Increase in multi-modal commuting
- 2016 – new EIR scope
 - ◆ Five alternatives
 - ◆ Focus on outreach

Background – 2016 to today

- EIR process started
- Notice of Preparation (NOP) issued
- Outreach to community and stakeholders
- Project alternative for purposes of the EIR
- Refinement of alternatives
- Establishing existing baseline volumes
- Travel Demand Model revisions (General Plan)

Goals for Mary Avenue Overcrossing Project

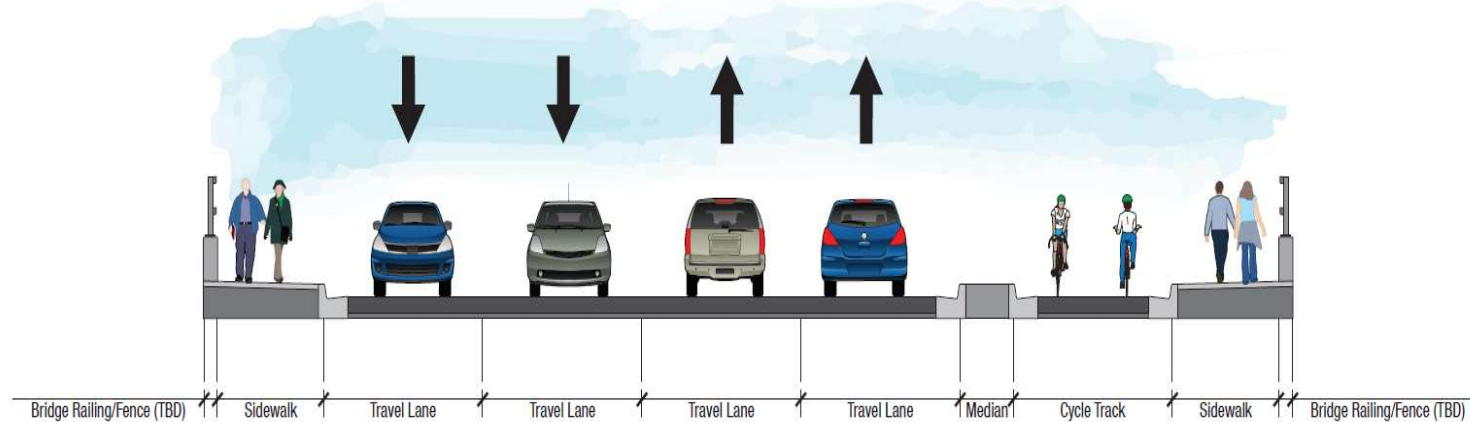




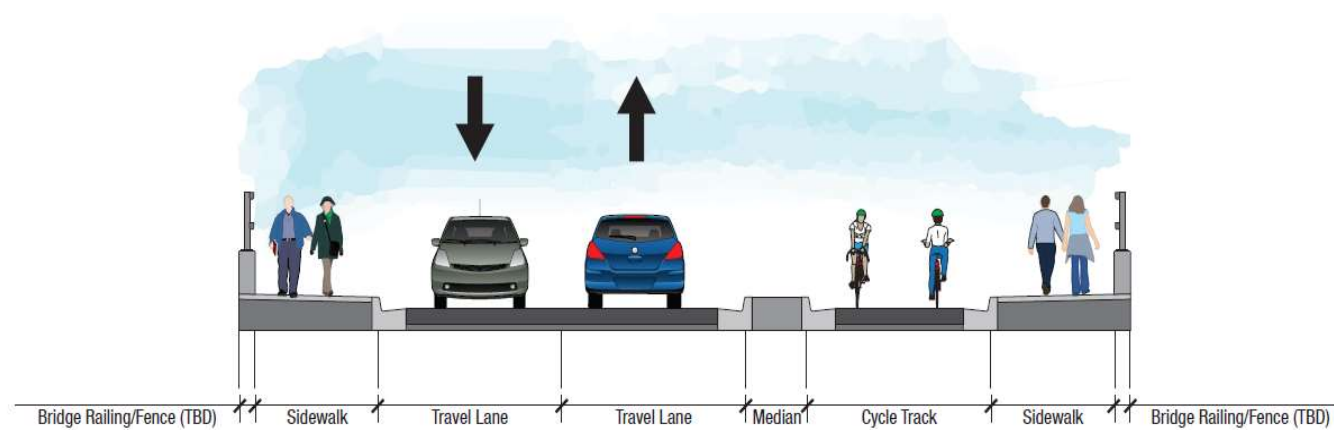
Alternatives

Alternatives

Alternative 1 – Four Lanes with Cycle Track and Sidewalks

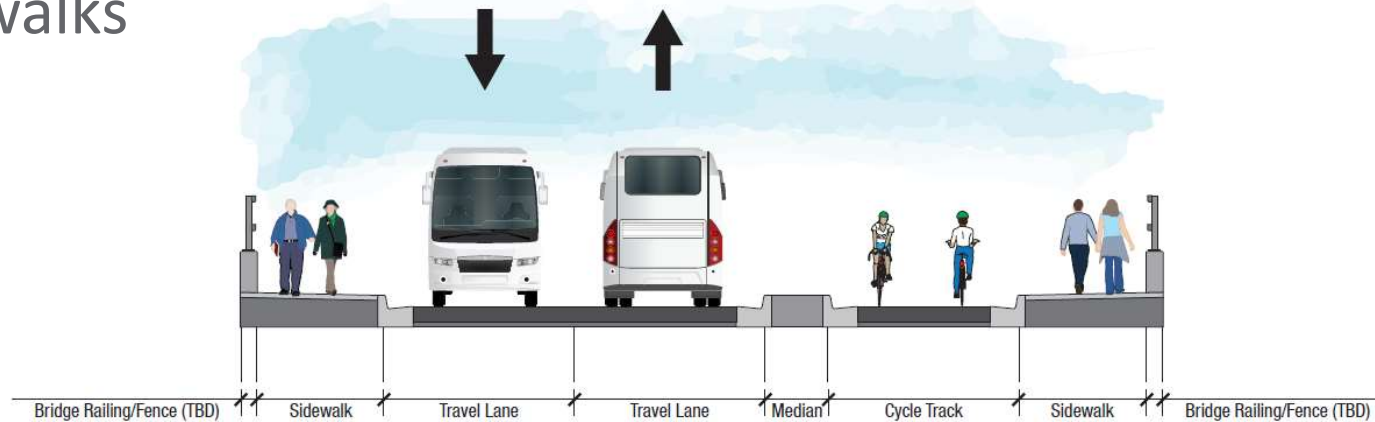


Alternative 2 – Two Lanes with Cycle Track and Sidewalks

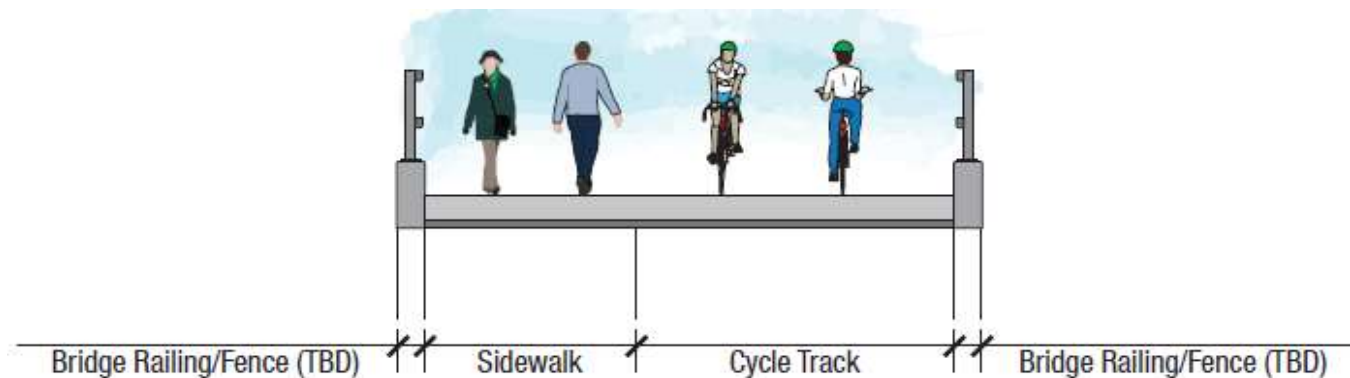


Alternatives

Alternative 3 – HOV/Transit/Shuttle with Cycle Track and Sidewalks



Alternative 4 – Bike/Pedestrian Only Overcrossing



Alternatives

Alternative 5 – No Project

- Remove from the City's General Plan
- Existing conditions would remain



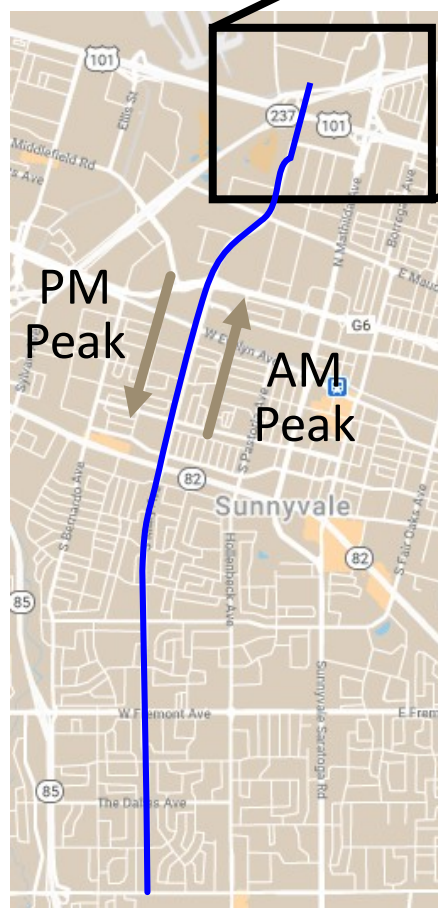


Travel Times

Year 2035 Arterial Travel Times - Mary Avenue

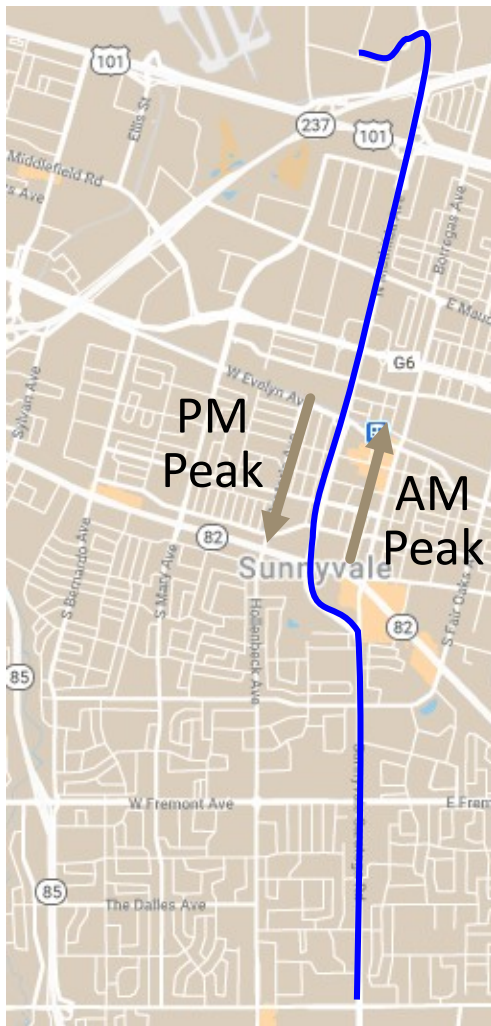
Alternatives
1, 2 and 3

Existing and
Alternatives 4 and 5



	AM Peak Northbound (minutes)	PM Peak Southbound (minutes)
Existing (pre-COVID 19)	23.8	26.2
General Plan build out (2035) and Alt 5 – no project	26.6	33.6
Alt 1 – 4 vehicular lanes	19.4	24.5
Alt 2 – 2 vehicular lanes	19.7	25.5
Alt 3 – Commuter lanes only	19.2	24.0
Alt 4 – Bike/ped only	26.6	33.6

Year 2035 Arterial Travel Times – Mathilda Avenue



	AM Peak Northbound (minutes)	PM Peak Southbound (minutes)
Existing (pre-COVID 19)	20.0	20.2
General Plan build out (2035) and Alt 5 – no project	23.8	29.7
Alt 1 – 4 vehicular lanes	23.4	25.9
Alt 2 – 2 vehicular lanes	23.5	26.3
Alt 3 – Commuter lanes only	23.9	27.3
Alt 4 – Bike/ped only	23.8	29.7



Public Outreach

Community Outreach Feedback


- Moffett Park Business Group
 - ◆ Concerns over transit/shuttle usage (COVID 19)
 - ◆ Alternative 1 – Four-Lane option with flexibility to convert one lane each way to HOV
- Stakeholder Meeting
 - ◆ Private Roadways – Public Access and Maintenance
 - ◆ Interest in HOV flexibility
- Neighborhood Community Meeting
 - ◆ Alternative 4 – Bike/Ped Only Option

Online Survey

- Ran September 24, 2020 to October 15, 2020
- Outreach
- 330 Responses
- Mode preferences for existing and all alternatives

Please help us understand your preferred transportation mode(s) by filling out this survey.

27 days left before deadline



Project Description

The City is studying a proposal to extend the Mary Avenue Overcrossing project would go from Almaden and SR 237 freeways. The project aims to improve access between Moffett Park and other areas.

QUESTION 1
1. Have you traveled to Moffett Park?
No response

QUESTION 2
1A. What did you travel to Moffett Park for? (Pick all that apply)
No response

QUESTION 3
1B. What mode(s) of transportation did you use? (Pick all that apply)
No response

QUESTION 4
2. If you were to travel to Moffett Park using Alternative 1 (see figure below), what mode(s) of transportation would you use? (Pick all that apply)
No response

QUESTION 5
3. If you were to travel to Moffett Park using Alternative 2 (see figure below), what mode(s) of transportation would you use? (Pick all that apply)
No response

Online Survey Results Summary

	Existing	Alt. 1	Alt. 2	Alt. 3	Alt. 4
Walk	6%	13% (+7%)	17% (+11%)	18% (+12%)	21% (+15%)
Bike/other	40%	56% (+16%)	59% (+19%)	62% (+22%)	65% (+25%)
Bus/shuttle	15%	16% (+1%)	16% (+1%)	23% (+8%)	N/A
Carpool/ vanpool	20%	17% (3%)	16% (4%)	14% (6%)	N/A
Drive alone	75%	63% (-12%)	59% (-16%)	N/A	N/A
Would take alternate route	-	9%	11%	39%	37%
Would not travel to Moffett Park	-	6%	6%	7%	8%

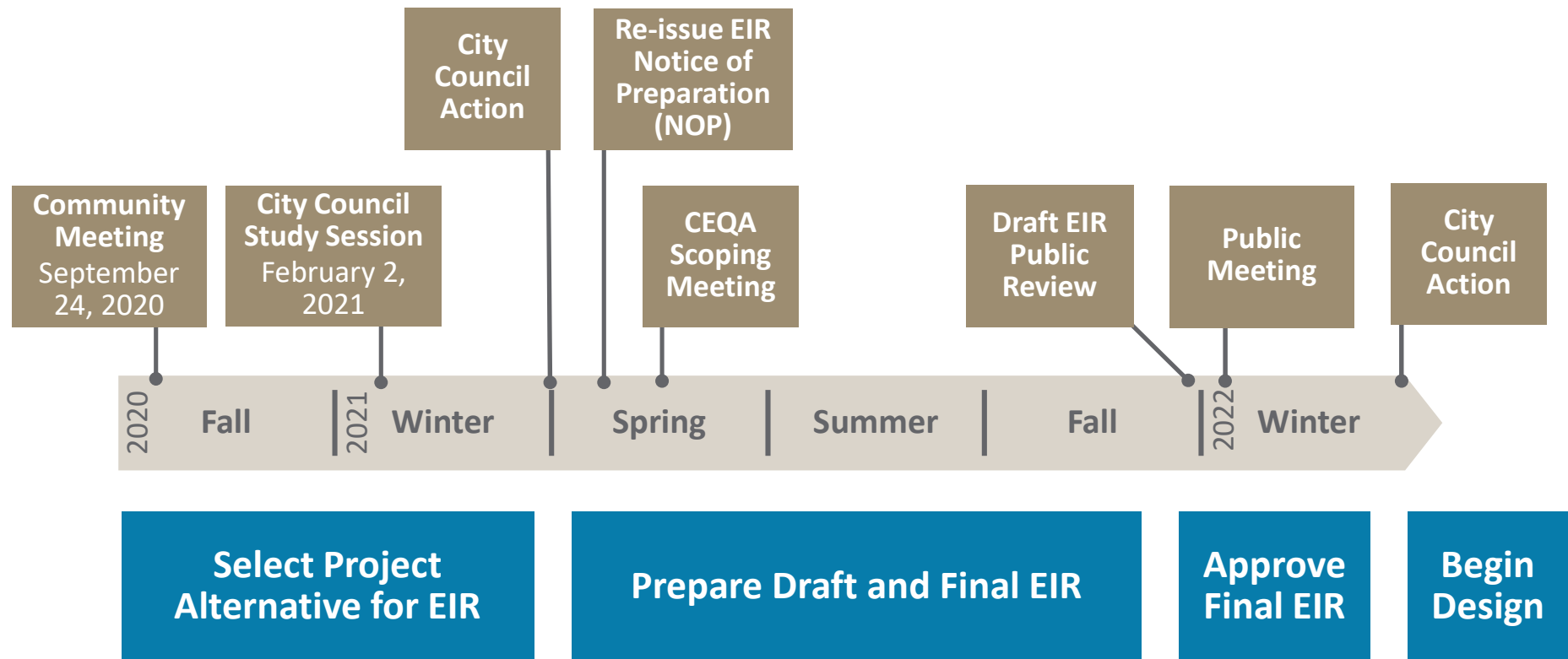


Next Steps

Next Steps

- City Council select Project Alternative for the EIR
- Re-issue Notice of Preparation (NOP)
- Scoping meeting
- Prepare/update Environmental Impact Report (EIR)
 - ♦ **All 5 proposed alternatives will be fully studied in the EIR**
 - ♦ Draft EIR and public comment period
 - ♦ Final EIR
- Public Meeting
- City Council approve the EIR, select a Preferred Alternative
- Begin Detailed Design for the Preferred Alternative
- On-going coordination with Caltrans

Next Steps Timeline





Discussion and Q&A



Sunnyvale

Thank you!





City of Sunnyvale

Agenda Item

21-0130

Agenda Date: 4/20/2021

REPORT TO COUNCIL

SUBJECT

Discussion and Possible Direction Regarding Taking a Position on Assembly Bill (AB) 703 (Rubio, Blanca D) - Open Meetings: Local Agencies: Teleconferences

BACKGROUND

At their April 6, 2021 meeting, Council directed staff to add this report to the April 20, 2021 Council agenda to discuss whether the City should take a position on Assembly Bill (AB) 703 (Rubio, Blanca D) - Open Meetings: Local Agencies: Teleconferences.

On March 17, 2020, Gov. Gavin Newsom issued Executive Order No. N-29-20, which suspended portions of the Ralph M. Brown Act (California Government Code sections 54950-54963) that limit the use of teleconferencing for public meetings, but the Order will sunset when the COVID-19 pandemic ends. The Ralph M. Brown Act requires that all teleconference locations (i.e., the physical location that a council or board member call in from) be identified on the agenda and open to the public.

On February 16, 2021, Assembly Member Blanca Rubio introduced legislation that would codify the Executive Order's virtual meeting opportunities. It allows for virtual meetings indefinitely and permanently removes the existing Brown Act rules limiting virtual meetings or requiring public attendance at various physical locations.

On February 25, 2021, the Bill was referred to the Assembly Committee on Local Government. A Bill hearing date has not been scheduled.

In the past, Council has taken positions on specific legislation. Although staff does not make a recommendation on whether or not the Council should take a position on this topic, it does urge Council to establish a long-term policy rather than specifically endorse a certain measure. That approach will enable Council and staff to perform advocacy in the future without having to return to Council for specific approval.

EXISTING POLICY

California Government Code sections 54950-54963 (Ralph M. Brown Act)

Council Policy 7.4.14 , *Legislative Advocacy Positions*

Policy 7.3.1, *Legislative Management - Goals and Policies*

Goal 7.3C: Participate in intergovernmental activities, including national, state and regional groups, as a means to represent the City's interests, influence policy and legislation, and enhance awareness.

Policy 7.3C.1: Represent City policy in intergovernmental activities in accordance with adopted policy guidelines.

There is no existing City policy related to addressing remote Council participation.

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

Executive Order N-29-20, suspends the Ralph M. Brown Act’s requirements for teleconferencing during the COVID-19 pandemic, provided that notice requirements are met, the ability of the public to observe and comment is preserved, as specified, and that a local agency permitting teleconferencing have a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

AB703 would remove the requirements of the act particular to teleconferencing and allow for teleconferencing subject to existing provisions regarding the posting of notice of an agenda and the ability of the public to observe the meeting and provide public comment.

The Bill would require that, in each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the local agency also give notice of the means by which members of the public may observe the meeting and offer public comment and that the legislative body have and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the federal Americans with Disabilities Act, as provided.

FISCAL IMPACT

There is no fiscal impact as a result of action taken by this report. If AB 703 is signed by the Governor, it would enable Sunnyvale to maintain its current meeting format of an all virtual meeting, return to an in-person only format, or to develop a hybrid meeting structure. With a hybrid structure, both public officials and members of the public could participate virtually or in person at a designated location. If a hybrid structure were adopted for Council and Commission meetings, an additional staff position would be needed to manage meeting logistics in order to support this model.

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. In addition, the agenda and report are available at the Office of the City Clerk and on the City's website.

ALTERNATIVES

1. Authorize the Mayor to write a letter of support for AB703 (Rubio, Blanca D) - Open Meetings: Local Agencies: Teleconferences; and adopt a Legislative Advocacy Position in support of expanding the use of virtual participation in public meetings for councilmembers and members of the public.
2. Authorize the Mayor to write a letter of opposition to AB703 (Rubio, Blanca D) - Open Meetings: Local Agencies: Teleconferences.
3. Take no position on AB703 (Rubio, Blanca D) - Open Meetings: Local Agencies: Teleconferences.

4. Other action as identified by Council.

STAFF RECOMMENDATION

Staff makes no recommendation. This report is being presented to Council to facilitate a discussion at the public hearing and for providing possible direction for the Mayor regarding AB 703.

Although staff does not make a recommendation on whether or not the Council should take a position on this topic, it does urge Council to establish a long-term policy rather than specifically endorse a certain measure. That approach will enable the Mayor to perform advocacy in the future without having to return to Council for specific approval.

Prepared by: Michelle Zahraie, Senior Management Analyst
Reviewed by: Teri Silva, Assistant City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. California Assembly Bill 703: (Rubio, Blanca D) Open meetings: local agencies: teleconferences

ASSEMBLY BILL

No. 703

Introduced by Assembly Member Blanca Rubio

February 16, 2021

An act to amend Section 54953 of the Government Code, relating to local government.

LEGISLATIVE COUNSEL’S DIGEST

AB 703, as introduced, Blanca Rubio. Open meetings: local agencies: teleconferences.

Existing law, the Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to observe and provide comment. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency’s jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined.

Existing law, Executive Order N-29-20, suspends the Ralph M. Brown Act’s requirements for teleconferencing during the COVID-19 pandemic, provided that notice requirements are met, the ability of the

AB 703

— 2 —

public to observe and comment is preserved, as specified, and that a local agency permitting teleconferencing have a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill would remove the requirements of the act particular to teleconferencing and allow for teleconferencing subject to existing provisions regarding the posting of notice of an agenda and the ability of the public to observe the meeting and provide public comment. The bill would require that, in each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the local agency also give notice of the means by which members of the public may observe the meeting and offer public comment and that the legislative body have and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the federal Americans with Disabilities Act, as provided.

This bill would declare the Legislature's intent, consistent with the Governor's Executive Order N-29-20, to improve and enhance public access to local agency meetings into the future, and considering the digital age, by allowing broader access through teleconferencing options.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

Vote: majority. Appropriation: no. Fiscal committee: no.
State-mandated local program: no.

The people of the State of California do enact as follows:

- 1 SECTION 1. Section 54953 of the Government Code is
- 2 amended to read:
- 3 54953. (a) All meetings of the legislative body of a local
- 4 agency shall be open and public, and all persons shall be permitted
- 5 to attend any meeting of the legislative body of a local agency,
- 6 except as otherwise provided in this chapter.
- 7 (b) (1) Notwithstanding any other provision of law, the
- 8 legislative body of a local agency may use teleconferencing for

1 the benefit of the public and the legislative body of a local agency
2 in connection with any meeting or proceeding authorized by law.
3 The teleconferenced meeting or proceeding shall comply with all
4 *otherwise applicable* requirements of this chapter and all otherwise
5 applicable provisions of law relating to a specific type of meeting
6 or proceeding.

7 (2) Teleconferencing, as authorized by this section, may be used
8 for all purposes in connection with any meeting within the subject
9 matter jurisdiction of the legislative body. All votes taken during
10 a teleconferenced meeting shall be by rollcall.

11 (3) If the legislative body of a local agency elects to use
12 teleconferencing, it shall ~~post agendas at all teleconference~~
13 ~~locations and allow members of the public to observe the meeting~~
14 ~~and address the legislative body, and it shall give notice of the~~
15 ~~meeting and post agendas as otherwise required by this chapter.~~
16 *The agenda shall provide an opportunity for members of the public*
17 *to address the legislative body directly pursuant to Section 54954.3.*
18 *In each instance in which notice of the time of the teleconferenced*
19 *meeting is otherwise given or the agenda for the meeting is*
20 *otherwise posted, the local agency must also give notice of the*
21 *means by which members of the public may observe the meeting*
22 *and offer public comment. The legislative body shall conduct*
23 *teleconference meetings in a manner that protects the statutory*
24 *and constitutional rights of the parties or the public appearing*
25 *before the legislative body of a local agency. Each teleconference*
26 *location shall be identified in the notice and agenda of the meeting*
27 *or proceeding, and each teleconference location shall be accessible*
28 *to the public. During the teleconference, at least a quorum of the*
29 *members of the legislative body shall participate from locations*
30 *within the boundaries of the territory over which the local agency*
31 *exercises jurisdiction, except as provided in subdivision (d). The*
32 *agenda shall provide an opportunity for members of the public to*
33 *address the legislative body directly pursuant to Section 54954.3*
34 *at each teleconference location. If the legislative body uses*
35 *teleconferencing to hold a meeting, the legislative body must have*
36 *and implement a procedure for receiving and swiftly resolving*
37 *requests for reasonable accommodation for individuals with*
38 *disabilities, consistent with the federal Americans with Disabilities*
39 *Act of 1990 (42 U.S.C. Sec. 12132), and resolving any doubt in*
40 *favor of accessibility. The procedure for receiving and resolving*

1 *requests for accommodation must be noticed each time notice of*
2 *the means by which members of the public may observe the*
3 *teleconference meeting and offer public comment is made.*

4 (4) For the purposes of this section, “teleconference” means a
5 meeting of a legislative body, the members of which are in different
6 locations, connected by electronic means, through either audio or
7 video, or both. Nothing in this section shall prohibit a local agency
8 from providing the public with additional teleconference locations.

9 (c) (1) No legislative body shall take action by secret ballot,
10 whether preliminary or final.

11 (2) The legislative body of a local agency shall publicly report
12 any action taken and the vote or abstention on that action of each
13 member present for the action.

14 (3) Prior to taking final action, the legislative body shall orally
15 report a summary of a recommendation for a final action on the
16 salaries, salary schedules, or compensation paid in the form of
17 fringe benefits of a local agency executive, as defined in
18 subdivision (d) of Section 3511.1, during the open meeting in
19 which the final action is to be taken. This paragraph shall not affect
20 the public’s right under the California Public Records Act (Chapter
21 3.5 (commencing with Section 6250) of Division 7 of Title 1) to
22 inspect or copy records created or received in the process of
23 developing the recommendation.

24 ~~(d) (1) Notwithstanding the provisions relating to a quorum in~~
25 ~~paragraph (3) of subdivision (b), if a health authority conducts a~~
26 ~~teleconference meeting, members who are outside the jurisdiction~~
27 ~~of the authority may be counted toward the establishment of a~~
28 ~~quorum when participating in the teleconference if at least 50~~
29 ~~percent of the number of members that would establish a quorum~~
30 ~~are present within the boundaries of the territory over which the~~
31 ~~authority exercises jurisdiction, and the health authority provides~~
32 ~~a teleconference number, and associated access codes, if any, that~~
33 ~~allows any person to call in to participate in the meeting and the~~
34 ~~number and access codes are identified in the notice and agenda~~
35 ~~of the meeting. (2) Nothing in this subdivision shall be construed~~
36 ~~as discouraging health authority members of a legislative body~~
37 ~~from regularly meeting at a common physical site within the~~
38 ~~jurisdiction of the authority local agency or from using~~
39 ~~teleconference locations within or near the jurisdiction of the~~
40 ~~authority. A teleconference meeting for which a quorum is~~

1 established pursuant to this subdivision shall be subject to all other
2 requirements of this section: *local agency*.

3 (3) ~~For purposes of this subdivision, a health authority means~~
4 ~~any entity created pursuant to Sections 14018.7, 14087.31,~~
5 ~~14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare~~
6 ~~and Institutions Code, any joint powers authority created pursuant~~
7 ~~to Article 1 (commencing with Section 6500) of Chapter 5 of~~
8 ~~Division 7 for the purpose of contracting pursuant to Section~~
9 ~~14087.3 of the Welfare and Institutions Code, and any advisory~~
10 ~~committee to a county sponsored health plan licensed pursuant to~~
11 ~~Chapter 2.2 (commencing with Section 1340) of Division 2 of the~~
12 ~~Health and Safety Code if the advisory committee has 12 or more~~
13 ~~members.~~

14 SEC. 2. It is the intent of the Legislature in enacting this
15 measure to improve and enhance public access to local agency
16 meetings into the future, and considering the digital age, by
17 allowing broader access through teleconferencing options
18 consistent with the Governor's Executive Order 29-20 dated March
19 17, 2020, permitting expanded use of teleconferencing during the
20 COVID-19 pandemic.

21 SEC. 3. The Legislature finds and declares that Section 1 of
22 this act, which amends Section 54953 of the Government Code,
23 furthers, within the meaning of paragraph (7) of subdivision (b)
24 of Section 3 of Article I of the California Constitution, the purposes
25 of that constitutional section as it relates to the right of public
26 access to the meetings of local public bodies or the writings of
27 local public officials and local agencies. Pursuant to paragraph (7)
28 of subdivision (b) of Section 3 of Article I of the California
29 Constitution, the Legislature makes the following findings:

30 This act is necessary to ensure minimum standards for public
31 participation and notice requirements allowing for greater public
32 participation in teleconference meetings.



City of Sunnyvale

Agenda Item

21-0467

Agenda Date: 4/20/2021

Tentative Council Meeting Agenda Calendar



City of Sunnyvale

Tentative Council Meeting Agenda Calendar

Tuesday, May 4, 2021 - City Council

Study Session

- 21-0024** 5:15 P.M. SPECIAL COUNCIL MEETING (Study Session)
Cultural Inclusion Study and Plan
- 21-0485** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Economic Development Strategy

Special Order of the Day

- 21-0350** SPECIAL ORDER OF THE DAY - Public Works Week
- 21-0389** SPECIAL ORDER OF THE DAY - Nurses Week
- 21-0388** SPECIAL ORDER OF THE DAY - Municipal Clerks Week

Public Hearings/General Business

- 21-0234** 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 2021/22
- 21-0472** Redistricting Outreach Plan
- 21-0371** Accept the findings of a Post-Construction Report and to Retain the Existing Configuration of the Maude Avenue Class II Bike Lanes between Borregas Avenue and Fair Oaks Avenue
- 21-0070** Consider 2021 HUD Annual Action Plan
- 21-0518** CONTINUED FROM APRIL 6, 2021
Introduce an Ordinance Making Minor Amendments to Chapters 19.18 (Residential Zoning Districts), 19.20 (Commercial Zoning Districts), and 19.79 (Accessory Dwelling Units) of the Sunnyvale Municipal Code and Amending Chapter 19.98 (General Procedures) of the Sunnyvale Municipal Code to Create a Procedure for Appealing Incompleteness Determinations, Adopt a Resolution to Amend the 2020/21 Citywide Fee Schedule Related to Appeals to Planning Commission, and Find that these Actions are Exempt from CEQA
- 21-0208** Award Two Contracts to Zanker Road Resource Management, Ltd and

Sustainable Organic Solutions, LLC for Organic Material Processing at the
SMaRT Station® (F21-024)

Monday, May 10, 2021 - City Council

Study Session

21-0115 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Board and Commission Interviews

Tuesday, May 11, 2021 - City Council

Study Session

21-0114 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Board and Commission Interviews

Thursday, May 20, 2021 - City Council

Workshop

21-0116 8:30 A.M. SPECIAL COUNCIL MEETING (Workshop)
Budget Workshop

Tuesday, May 25, 2021 - City Council

Closed Session

21-0442 6 P.M. SPECIAL COUNCIL MEETING (Closed Session)
Closed Session Held Pursuant to California Government Code Section
54957:
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager

Public Hearings/General Business

21-0117 Board and Commission Appointments

21-0363 Moffett Park Specific Plan Land Use Alternatives

Tuesday, June 8, 2021 - City Council

Special Order of the Day

21-0118 SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and
Commission Members

21-0351 SPECIAL ORDER OF THE DAY - Lesbian, Gay, Bisexual, Transgender and
Queer (LGBTQ) Pride Month

Public Hearings/General Business

- 21-0212** Annual City Council Public Hearing on FY 2021/22 Budget and Resource Allocation Plan and Establishment of Appropriations Limit and Sunnyvale Financing Authority Public Hearing on FY 2021/22 Budget
- 21-0437** Consideration of Undergrounding Additional Overhang Services Related to 365 S. Mathilda Avenue
- 21-0500** Consider Approval of the First Substantial Amendment to the 2020 HUD Annual Action Plan

Tuesday, June 15, 2021 - City Council

Public Hearings/General Business

- 21-0213** City Council Adoption of the FY 2021/22 Budget, Fee Schedule and Appropriations Limit, and Sunnyvale Financing Authority Adoption of the FY 2021/22 Budget

Thursday, June 17, 2021 - City Council

Study Session

- 21-0517** 4 P.M. SPECIAL COUNCIL MEETING (Study Session)
Redistricting Commission Interviews

Tuesday, June 29, 2021 - City Council

Special Order of the Day

- 21-0352** SPECIAL ORDER OF THE DAY - Parks and Recreation Month

Public Hearings/General Business

- 21-0082** SMaRT MOU with Mountain View
- 21-0090** Proposed Utility Rate Increases for FY 2021/22 Rates for Water, Wastewater, and Solid Waste Utilities for Services Provided to Customers Within and Outside City Boundaries; Finding of CEQA Exemption Pursuant to Public Resource Code Section 21080(b)(8) and CEQA Guidelines Section 15273
- 21-0343** Redistricting Commission Appointments
- 21-0420** 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 2021/22
- 21-0496** Introduce and Ordinance to Amend Certain Sections of Chapter 12.12 of Title

12 (Sewer Use Regulations)

21-0037 Approval of the 2020 Urban Water Management Plan

Tuesday, July 13, 2021 - City Council

Public Hearings/General Business

21-0072 Introduce an Ordinance to amend Chapter 19.77 "Inclusionary Below Market Rate Rental Housing" and 19.69 "Below Market Rate Ownership Housing" in Title 19 ("Zoning") of the Sunnyvale Municipal Code to modify the City's Inclusionary Housing Programs

21-0074 Housing Strategy Implementation: Consider Draft Mobile Home Park Memorandum of Understanding

21-0443 Adopt a Resolution Confirming the Report and Assessment List for Unpaid Administrative Citations to be Placed on the FY 2021/22 County of Santa Clara Property Tax Roll, and Find that this Action is Exempt from CEQA

21-0499 Introduce an Ordinance Amending Section 2.28.030 of the Sunnyvale Municipal Code to set the Number of Signatures Required for District Council Candidates Submitting In-Lieu Petitions for Subsidy of Publication Costs of City Council Candidate Statements

Tuesday, July 27, 2021 - City Council

Public Hearings/General Business

21-0086 Ordinance Updates for Mandatory Organics Collection Regulation (SB 1383)

Tuesday, August 10, 2021 - City Council

Special Order of the Day

21-0438 SPECIAL ORDER OF THE DAY - Department of Public Safety Special Awards

Public Hearings/General Business

21-0201 Second Quarter General Plan Initiation Requests

Tuesday, August 17, 2021 - City Council

Study Session

21-0161 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Board and Commission Interviews (as needed)

Tuesday, August 31, 2021 - City Council

Study Session

21-0023 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Recreation Administrative Fee and Revenue Policy

Special Order of the Day

21-0353 SPECIAL ORDER OF THE DAY - Library Card Sign-Up Month

Public Hearings/General Business

21-0162 Board and Commission Appointments (as needed)

Tuesday, September 14, 2021 - City Council

Study Session

21-0048 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Consider the Creation of a Formal Process for City Council Colleague
Memorandums (Study Issue)

Special Order of the Day

21-0164 SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and
Commission Members (as needed)

21-0354 SPECIAL ORDER OF THE DAY - Hispanic Heritage Month

21-0355 SPECIAL ORDER OF THE DAY - POW/MIA Recognition Day

Public Hearings/General Business

21-0163 Agenda Items Pending - to be scheduled

Tuesday, September 28, 2021 - City Council

Special Order of the Day

21-0356 SPECIAL ORDER OF THE DAY - Breast Cancer Awareness Month

21-0357 SPECIAL ORDER OF THE DAY - Active Aging Week and Arts and
Humanities Month

Public Hearings/General Business

21-0166 Agenda Items Pending - to be scheduled

Tuesday, October 12, 2021 - City Council

Study Session

21-0204 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Creation of a Human Relations Commission (Study Issue)

Special Order of the Day

21-0358 SPECIAL ORDER OF THE DAY - Freedom from Workplace Bullying Week

Public Hearings/General Business

21-0167 Agenda Items Pending - to be scheduled

Tuesday, October 26, 2021 - City Council

Public Hearings/General Business

21-0168 Agenda Items Pending - to be scheduled

Tuesday, November 9, 2021 - City Council

Public Hearings/General Business

21-0202 Third Quarter General Plan Initiation Requests

Tuesday, November 16, 2021 - City Council

Study Session

21-0170 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Board and Commission Interviews (as needed)

Special Order of the Day

21-0359 SPECIAL ORDER OF THE DAY - Picture Book Month

21-0360 SPECIAL ORDER OF THE DAY - Small Business Saturday

Tuesday, November 30, 2021 - City Council

Public Hearings/General Business

21-0172 Board and Commission Appointments (as needed)

Tuesday, December 7, 2021 - City Council

Special Order of the Day

21-0174 SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and

Commission Members (as needed)

Public Hearings/General Business

21-0175 Agenda Items Pending - to be scheduled

Tuesday, December 14, 2021 - City Council

Study Session

21-0186 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Discussion of Upcoming Selection of Vice Mayor

Public Hearings/General Business

21-0176 Agenda Items Pending - to be scheduled

Tuesday, January 4, 2022 - City Council

Special Order of the Day

21-0187 SPECIAL ORDER OF THE DAY - Recognition of Outgoing Vice Mayor

Public Hearings/General Business

21-0189 Selection of Vice Mayor for a One-Year Term Effective January 4, 2022

21-0190 Determine the 2022 Seating Arrangements for City Council

21-0276 Appoint Councilmembers to Intergovernmental Assignments; Ratify
Appointments of Councilmembers made by Outside Agencies; Take Action
to Modify, Create, or Terminate Council Subcommittees

Tuesday, January 25, 2022 - City Council

Special Order of the Day

21-0188 SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Vice Mayor

Public Hearings/General Business

21-0278 Annual Public Hearing-Discussion of Potential Council Study Issues and
Budget Issues for Calendar Year 2022

21-0279 Approve the Proposed 2022 Priority Advocacy Issues and Review Long-term
Legislative Advocacy Positions (LAPs)

Thursday, January 27, 2022 - City Council

Workshop

21-0179 8:30 A.M. SPECIAL COUNCIL MEETING (Workshop)
Strategic Planning Workshop

Tuesday, February 1, 2022 - City Council

Public Hearings/General Business

21-0203 Fourth Quarter General Plan Initiation Requests

Tuesday, February 8, 2022 - City Council

Study Session

21-0181 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Board and Commission Interviews (as needed)

Tuesday, February 15, 2022 - City Council

Public Hearings/General Business

21-0182 Board and Commission Appointments (as needed)

Thursday, February 17, 2022 - City Council

Workshop

21-0183 8:30 A.M. SPECIAL COUNCIL MEETING (Workshop)
Budget Issues and Study Issues Workshop

Date to be Determined - City Council

Public Hearings/General Business

21-0377 Proposed Project:
GENERAL PLAN AMENDMENT INITIATION (GPI): Request to initiate amendment of the Lakeside Specific Plan to modify timing requirement for hotel
Location: 1250 Lakeside (APNs: 216-43-014, -016, -017, -037, -038, -039 and -040)
File #: 2021-7118
Zoning: Lakeside Specific Plan
Applicant / Owner: Steve Curtin (applicant) / Sunnyvale Partners Ltd Co. (owner)
Environmental Review:
Project Planner: George Schroeder, (408) 730-7443, gschroeder@sunnyvale.ca.gov

21-0091 Adopt a Resolution to Cause Charges for Non-Payment of Delinquent Utility

Charges to be placed on the FY 2021/22 County of Santa Clara Property Tax
Roll

21-0030	El Camino Real Specific Plan
21-0050	Adopt Updated Lawrence Station Area Plan and Related Actions
21-0053	Moffett Park Specific Plan: Selection of a Preferred Land Use for Study
21-0065	Approval of Assessment of Fair Housing Plan



City of Sunnyvale

Agenda Item

21-0468

Agenda Date: 4/20/2021

Board/Commission Meeting Minutes



City of Sunnyvale

Meeting Minutes - Draft

Bicycle and Pedestrian Advisory Commission

Thursday, March 18, 2021

6:30 PM

Telepresence Meeting: City Web Stream

CALL TO ORDER

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the meeting was conducted telephonically.

Chair Mehlinger called the meeting to order at 6:36 p.m. via teleconference.

ROLL CALL

Present 6 - Chair Richard Mehlinger
Commissioner John Cordes
Commissioner Arwen Davé
Commissioner Dan Hafeman
Commissioner Timothy Oey
Commissioner Scott Swail

Absent 1 - Vice Chair Leia Mehlman

Dennis Ng, Transportation and Traffic Manager, Lillian Tsang, Principal Transportation Engineer and Ralph Garcia, Senior Transportation Engineer attended via teleconference.

Vice Chair Mehlman attended via teleconference at 6:40 p.m.
Council Liaison Melton (absent).

ORAL COMMUNICATIONS

Chair Mehlinger opened for Public Comment.

Dave Simons, member of the public commented on the following:
- Homestead Road Full-time Bike Lane Study scheduled for September

Lauren Cordano, member of the public and member of the Silicon Valley Bicycle Coalition commented on the following:

- Vision Zero Project Priorities
- Sunnyvale Capital Improvement Projects

Ari Feinsmith, member of the public commented and asked about the following:

- Free bike repair event hosted by Bike Sunnyvale on April 17 across from Walt Cycle
- Free Bike Rack Installation Program

Chair Mehlinger closed for Public Comment.

CONSENT CALENDAR

- 1.A** [21-0406](#) Approve the Bicycle and Pedestrian Commission Meeting Minutes of February 18, 2021.

Approve the Bicycle and Pedestrian Commission Meeting Minutes of February 18, 2021 as amended.

Commissioner Hafeman moved and Commissioner Oey seconded to approve amended item 1.A.

The amendment was made by Commissioner Hafeman who stated at the top of page 5 that says "Commissioner's considered but rejected the following: HAWK Beacon at Carson and Mary" should say "Commissioner's considered but rejected the following: HAWK Beacon at Carson and Mary because the cost for this improvement is more than the anticipated grant funding amount for this fiscal year, and therefore, it would require banking until enough grant funding is saved up. Commissioners would like to see improvements to be implemented sooner."

The motion carried the following vote:

Yes 7 - Chair Mehlinger
 Vice Chair Mehلمان
 Commissioner Cordes
 Commissioner Davé
 Commissioner Hafeman
 Commissioner Oey
 Commissioner Swail

No 0

PUBLIC HEARINGS/GENERAL BUSINESS

2 [21-0410](#) Discussion on Design Concepts for 2021 Utility Bill Insert

Ralph Garcia, Senior Transportation Engineer, discussed the 2021 Utility Bill Inserts.

Commissioner Oey asked if there was ever a 3 foot passing guidance on the flyer and also the door zone information. Mr. Garcia stated there has been a 3 foot passing guidance but no door zone information.

Vice Chair Mehlman asked about the following:

- Right hand indicator
- Color scheme

Chair Mehlinger opened for Public Comment.

Chair Mehlinger closed for Public Comment.

Commissioner Cordes commented on the following:

- Would like side 1 to be a combination of slide 1 and slide 2, more information on how to reach the BPAC
- Add having fun is part of bicycling on side 1
- Recommended that side 2 has instead of "Safety tip" on top to have a more blunt statement such as "Speeding Kills"
- Little red symbols bigger or have splat signs to make it clear that people need to slow down

Commissioner Oey commented on the following:

- Positive and uplifting for bicyclists on one side
- Something for motorists on the other side on how they can do better
- Supports "Speeding Kills"
- Remind motorists that bicycles can be in the lane they have to pass them 3 feet and about passing parked cars

Vice Chair Mehlman commented on the following:

- Agreed with Commissioner Oey about motorists can do better
- More driver education as opposed to cyclist education on one side
- Positive and uplifting for bicyclists on the other side

Commissioner Hafeman commented on the following:

- Slide 2 on one side with slight modifications
- Slide 3 change the wording on the side that says drivers to "Watch for pedestrians especially when making right turns"

Commissioner Swail commented on the following:

- One side should be for cyclists - Green Sunnyvale Challenge
- Other side should be for motorists -Safe Turn, slide 6
- Likes the first or second slides

Commissioner Davé commented on the following:

- Motorists can help bicyclist survive by slowing down

Chair Mehlinger commented on the following:

- In favor of positive messages on the front side
- Need new photos of happy cyclists from the City of Sunnyvale
- Emphasize more that it is fun to ride a bicycle rather than saving the planet
- Second side to emphasize how important it is for motorists to drive safely and slow down
- Drop the "Pedestrians should look both way before crossing". No victim blaming
- Make the images pop more

Commissioner Oey is in favor of "Speed Kills"

Commissioner Hafeman is in favor of having something that encourages saving the planet

Commissioner Cordes made the following comments on the "Speed Kills slide"

- Left side should say "slow down and watch for pedestrians and bicyclists, especially when making right turns"
- 3 black lines should be proportional to how long it takes to stop when your going 20,30,40 miles an hour
- Illustrations on the red, green and black lines that show the reason speed kills because you can't stop in time

Vice Chair Mehlman commented on the following:

- Instead of splats replace with coffins
- Drivers must yield when a pedestrian is in the crosswalk
- Back side should be "Speed Kills" message
- Laws of Physics apply to everyone instead of "Safety Tip"

- Front side should be a positive message with the benefits of cycling, environmental, fun and colorful

Vice Chair Mehlman asked if the insert will be English only. Mr. Garcia stated it is in English only. Mr. Garcia will ask the Communications Department if they can do it in different languages if there is enough space.

Commissioner Davé commented on the following:

- Agreed with Vice Chair Mehlman on the Laws of Physics

Commissioner Oey asked if the City could take a picture of one of the BPAC commissioners in a City setting for one of the graphics. Mr. Garcia stated staff will check with the City's Communication Department to see if that would be feasible and BPAC commissioners can submit their own photos for consideration.

Chair Mehlinger commented on the following:

- Ok with having environmental benefits listed but not as the only item
- Safety Tip side could have the equation for kinetic energy

Chair Mehlinger moved and Commissioner Cordes seconded to have the front side being something centered on the positive benefits of cycling with a photo that is clearly Sunnyvale related and the back side would be along the lines of "Speeding Kills" with the 30 and 40 mile an hour graphs.

The motion carried the following vote:

Yes 7 - Chair Mehlinger
Vice Chair Mehlman
Commissioner Cordes
Commissioner Davé
Commissioner Hafeman
Commissioner Oey
Commissioner Swail

No 0

- 3** [21-0411](#) Report and Discussion of Recent Santa Clara Valley
Transportation Authority (VTA) Bicycle and Pedestrian
Advisory Committee (BPAC) Meeting

Commissioner Oey, VTA BPAC Sunnyvale Representative, gave the meeting summary report regarding the following topics:

- VTA Board will look at the budget including the Bicycle and Pedestrian category in their April meeting
- Measure B is looking for BPAC members who would like to volunteer to be on the bike ped planning studies competitive grant program committee
- Chair person report on road design
- Cancellation systems monitoring program report
- City's should provide a Complete Street Analysis
- Central Bikeway
- Silicon Valley Bicycle Coalition - nominating bicycle champions of the year. Follow the link in the meeting notes to nominate someone
- Energizer stations

Commissioner Hafeman asked about the table of class 1-4 bike lanes. City of Cupertino was listed as not having any Class IV bike lanes. Commissioner Oey stated the table is not up to date.

Chair Mehlinger opened for Public Comment.

Dave Simons, member of the public commented on the following:

- Gap closures
- East/West line

Chair Mehlinger closed for Public Comment.

Chair Mehlinger called for a recess at 7:38 p.m. Chair Mehlinger reconvened the meeting at 7:45 p.m.

4 [21-0413](#) Review Complete Streets Checklist for Sunnyvale Bicycle, Pedestrian and SRTS Safety Improvements Project

Lillian Tsang, Principal Transportation Engineer, asked the BPAC to review the MTC Complete Street Checklist-Sunnyvale Bicycle, Pedestrian and SRTS Safety Improvements Project. The following topics were discussed.

- Grant Program called MTC Safe and Seamless Mobility Quick-Strike Program
- One-time \$54.5M competitive grant program
- Federal Funding to support local and regional projects

- Santa Clara County - targeted funding amount of \$14.688M
- Deadline to Submit Letter of Interest to VTA - February 26, 2021
- City of Sunnyvale - Submitted 2 applications
- Total Project Costs - \$4.1M (for Construction only)
- Project 1 - Sunnyvale Bicycle, Pedestrian and SRTS Safety Improvements - \$1.9M
- Project 2 - Sunnyvale Saratoga Road Class II Buffered Bicycle Lanes - \$2.2M
- Safe Routes to School(SRTS) Improvements (27 locations)
- Safety Improvements
- March 30, 2021 - Deadline for VTA to submit Project List
- April 2021 - MTC Evaluation of Projects
- May 2021 - MTC Notification of Recommendations
- May 21, 2021 - Deadline for Final Application Packet
- June 23, 2021 - MTC Selection/Approval of Projects
- December 31, 2021 - Env. & Design Completion
- Summer 2022 - Construction Completion

Vice Chair Mehlman asked and commented on the following:

- Quick Build - physical barriers
- Traffic Calming

Ms. Tsang addressed the comments.

Commissioner Cordes asked and commented on the following:

- Thanked staff for bringing the checklist to the BPAC for review
- Why prioritize neighborhood requests

Ms. Tsang addressed the comments.

Commissioner Oey asked what does channelizing curbs mean. Ms. Tsang stated that they are a raised curb that would be installed on the pavement so cars would not be able to drive over it. Mr. Ng stated that they are temporary, bolted down either recycled rubber curbing or plastic curbing that are built into the roadway.

Commissioner Davé asked for an explanation of the double yellow center lines. Ms. Tsang explained that they are used when to clearly delineate the traveling for the two directions.

Chair Mehlinger opened for Public Comment.

Chair Mehlinger closed for Public Comment.

5 [21-0414](#) Review Complete Streets Checklist for Sunnyvale Saratoga
Road Class II Buffered Bicycle Lanes Project

Lillian Tsang, Principal Transportation Engineer, asked the BPAC to review the MTC Complete Street Checklist-Sunnyvale Saratoga Road Class II Buffered Bicycle Lanes Project. The following topics were discussed.

- MTC Safe and Seamless Mobility Quick-Strike Program
- 2 applications submitted
- Total Project Costs \$4.1M(for Construction only)
- Sunnyvale Saratoga Road Class II Buffered Bicycle Lanes - \$2.2M
- Project Limit
- Existing Conditions
- Proposed Improvements
- Challenges
- Lack of funding
- Proposed Improvements in this Grant
- February 26, 2021 - Deadline to submit letters of interest to VTA
- March 30, 2021 - Deadline for VTA to submit Project List
- April 2021 - MTC Evaluation of Projects
- May 2021 - MTC Notification of Recommendations
- May 21, 2021 - Deadline for Final Application Packet
- June 23, 2021 - MTC Selection/Approval of Projects
- December 31, 2021 - Env. & Design Completion
- Summer 2022 - Construction Completion

Chair Mehlinger asked if there is consideration of putting in a flex post or plastic bollards. Ms. Tsang stated that the existing equipment that the City has would not fit with a flex post or plastic bollards.

Commissioner Oey asked how much would the buffered lanes would narrow the traffic lane. Ms. Tsang stated the cross section would not be altered and width would remain the same. Some of the locations would be narrowed down to 10 feet.

Commissioner Cordes asked why staff picked this project over other projects in the ATP for Quick Builds. Ms. Tsang stated there were many requests to have improved north/south routes that connect in Sunnyvale. Sunnyvale-Saratoga road connects to many destinations.

Commissioner Cordes commented on the following:

- Not a good use of funds unless it goes to a Class IV buffer
- Buffer should be at least 6 feet on a 40 mph road. Painted buffer will help a little

Commissioner Davé asked and commented on the following:

- Is supportive for the effort to improve the area
- Reducing the current speed limit on Sunnyvale-Saratoga Road
- Industrial driveways

Ms. Tsang stated speed surveys are done every 5 years and data is collected to determine the proper speed limit.

Commissioner Hafeman commented on the following:

- If limited funding then start with Class II Buffered Bike Lane
- Many driveways which make it difficult to do a Separated Bike Lane

Commissioner Oey asked if it is an option to have a Vehicle Miles Traveled Reduction. Ms. Tsang stated there needs to be a study before doing any Vehicle Miles Traveled Reduction.

Chair Mehlinger opened for Public Comment.

Chair Mehlinger closed for Public Comment.

Vice Chair Mehلمان asked if this will address any of the physical hazards posed by the gutter in the bike lane. Ms. Tsang stated since it is a quick build project there will not be any modifications to the existing gutters. Mr. Ng stated there will be a continuous buffer from one stretch to the other stretch.

Commissioner Hafeman comment on the following:

- Width of lane for public transit. Reduce from 12 feet to 11 feet
- Important project for the North/South corridor
- Narrow lanes to get maximum space

Chair Mehlinger commented on the following:

- Offers a small but valuable improvement on Sunnyvale-Saratoga Road
- Narrow lanes to 11 feet and adding additional wider buffers in the bike lanes

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

6 [21-0418](#) BPAC 2022 Potential Study Issues

Ralph Garcia, Senior Transportation Engineer stated there are will be one Study Issue to consider at the April BPAC meeting.

Chair Mehlinger opened for Public Comment.

Chair Mehlinger closed for Public Comment.

NON-AGENDA ITEMS & COMMENTS

-Commissioner Comments

Commissioner Oey commented on the following:

- Bike to wherever day in bike month. Refer to VTA report for more information

Commissioner Cordes commented on the following:

- Thanked staff for putting the checklists on the Agenda
- Project website
- Viewable map
- More visibility on what staff is working on
- SNAIL Community Meeting

Commissioner Hafeman commented on the following:

- Happy to see Tasman extension as the number one voted for Public Works
- Transportation and Traffic Safety website hard to find

-Staff Comments

Lillian Tsang, Principal Transportation Engineer commented on the following:

- April 8, 2021 at 5:00 p.m. - Training on the Brown Act and Social Media, not mandatory
- Bike Rack Installation Program - commercial and retail developments area budget of \$20,000
- Downtown businesses and Chamber of Commerce members have been notified of the program and how they can request bike rack installation at their business
- VTA 2016 Measure B Bicycle and Pedestrian Planning Study Competitive Grants Program - Application submission for the East Channel Trail Feasibility Study is due on April 5

- Schools re-opening on a hybrid schedule
- Transportation page is under "Home, streets and properties". Will check with Communications Department on search criteria

INFORMATION ONLY REPORTS/ITEMS

[21-0415](#) BPAC 2021 Annual Work Plan

Commissioner Hafeman suggested moving the Annual Slurry Seal List agenda item to June since the April agenda is very full.

Ms. Tsang stated the Annual Slurry Seal List agenda item is an information only item and that the discussion will be short.

Chair Mehlinger would like the Slurry Seal List agenda item moved to June. Mr. Ng stated that moving the list to June would mean the project would be under construction. Mr. Ng stated staff will talk to other departments and ask what agenda items could be moved to the June meeting.

[21-0416](#) Active Items List March 2021

[21-0417](#) 2021 Council Ranking of Study Issues

ADJOURNMENT

Chair Mehlinger adjourned the meeting at 8:51 p.m.



City of Sunnyvale

Meeting Minutes - Final Planning Commission

Monday, March 22, 2021

7:00 PM

Telepresence Meeting: City Web Stream |
Comcast Channel 15 | AT&T Channel 99

Special Meeting: Study Session - Canceled | Public Hearing - 7:00 PM

TELECONFERENCE NOTICE

6:00 PM STUDY SESSION CANCELED

7:00 PM PLANNING COMMISSION MEETING

CALL TO ORDER

Chair Howard called the meeting to order at 7:00 PM.

ROLL CALL

Present: 7 - Chair Daniel Howard
Vice Chair David Simons
Commissioner Sue Harrison
Commissioner John Howe
Commissioner Ken Olevson
Commissioner Ken Rheaume
Commissioner Carol Weiss

ORAL COMMUNICATIONS

Zachary Kaufman stated his concern that the "Missing Middle" proposed study issue for 2022 discussed at the March 8, 2021 meeting was for the most part a discussion on eliminating single-family zoning districts which was not clear from the agenda.

CONSENT CALENDAR

MOTION: Commissioner Howe moved and Commissioner Harrison seconded the motion to approve the Consent Calendar.

The motion carried by the following vote:

Yes: 7 - Chair Howard
Vice Chair Simons
Commissioner Harrison
Commissioner Howe
Commissioner Olevson
Commissioner Rheaume
Commissioner Weiss

No: 0

1.A [21-0422](#) Approve Planning Commission Meeting Minutes of March 8, 2021

1.B [21-0434](#) **CHANGE OF HEARING DATE TO MARCH 29, 2021**
Proposed Project:
SPECIAL DEVELOPMENT PERMIT to allow two seven-story office buildings with approximately 499,800 square feet and ground floor retail space with approximately 50,900 square feet of retail, 22,105 square feet of flex space and 37,415 square feet of shared services and two levels of below grade parking, and
VESTING TENTATIVE MAP to allow modifications to lot line locations and the creation of commercial condominium spaces.
Location: 200 W. Washington Avenue (APNs: 209-35-023 & 022)
File #: 2020-7110
Zoning: DSP (Downtown Specific Plan)/Block 18
General Plan: Downtown Specific Plan
Applicant / Owner: STC Ventures LLC (applicant and owner)
Environmental Review: No additional review required as per CEQA Guidelines 15168(c)(2) and (4) - environmental impacts of the project are addressed in the Downtown Specific Plan Program Environmental Impact Report (EIR) (State Clearinghouse #2018052020).
Project Planner: Shaunn Mendrin, (408) 730-7431, smendrin@sunnyvale.ca.gov

1.C [21-0444](#) **REQUEST FOR CONTINUANCE TO APRIL 12, 2021**
Recommend that the City Council Introduce an Ordinance Making Minor Amendments to Chapters 19.18 (Residential Zoning Districts), 19.20 (Commercial Zoning Districts), and 19.79 (Accessory Dwelling Units) of the Sunnyvale Municipal Code and Amending Chapter 19.98 (General Procedures) of the Sunnyvale Municipal Code to Create a Procedure for Appealing Incompleteness Determinations, Adopt a Resolution to Amend the 2020/21 Citywide Fee Schedule Related to Appeals to Planning Commission, and Find that these Actions are Exempt from CEQA

PUBLIC HEARINGS/GENERAL BUSINESS

2. [21-0395](#) **Proposed Project:**
 APPEAL: of a decision by the Director of Community Development approving a Design Review (#2020-7166) for the construction of a 637-square foot second story and 135-square foot garage addition to an existing one-story single-family residence, for a total floor area of 2,550 square feet (including a 564-square foot garage) and 32.4% Floor Area Ratio (FAR).
 Location: 970 Astoria Drive (APN: 320-25-017)
 File #: 2021-7090
 Zoning: R-1 (Low Density Residential)
 Appellant / Applicant and Owner: Alexander Borjigin (appellant) / Barragan Builders (applicant) / Karmela Perll-Dobyns (owner)
 Environmental Review: A Class 1 Categorical Exemption relieves this project from the California Environmental Quality Act (CEQA) provisions.
 Project Planner: Momoko Ishijima, (408)730-7532, mishijima@sunnyvale.ca.gov

Senior Planner Momoko Ishijima shared the staff report with a slide presentation.

Commissioner Harrison confirmed with Senior Planner Ishijima that the side 1 elevation is a solid wall and the balcony with glass railing is on the front of the proposed home facing the street.

Chair Howard opened the Public Hearing.

Alex Borjigin, appellant and 974 Astoria Drive homeowner, presented images and information about the appeal.

Commissioner Harrison asked Mr. Borjigin if he finds his neighbors particularly noisy. Mr. Borjigin answered that they are not noisy but that he is still interested in mitigating any potential noise that might come from the proposed second story balcony. Commissioner Harrison and Mr. Borjigin discussed awning windows that hinge at the top and open approximately 6 to 7 inches at the bottom and hopper windows that hinge at the bottom and can be problematic because they can allow rain in at the top when open.

Chair Howard stated that only the proposed project should be evaluated and not the homeowners themselves.

Commissioner Howe asked if the second story side window is required to be an

awning window with obscured glass according to the Recommended Conditions of Approval. Senior Planner Ishijima and Principal Planner Noren Caliva-Lepe responded that the obscured glass is already part of the proposed project and the applicant has offered to install an operable awning window in response to the appeal.

Commissioner Weiss asked Mr. Borjigin if his home was of a similar design and layout to the applicant's home before it was remodeled and asked when he discovered that noise from the neighbors might be an issue given the shape of his newly remodeled home. Mr. Borjigin answered that he remodeled his home to include a new garage and convert his existing garage to living space, keeping the first story form and the front door facing the street. He added that the noise and privacy concerns are only issues with the proposed second story and are not currently problematic. Commissioner Weiss and Mr. Borjigin discussed taller fencing and denser, taller landscaping as options to help mitigate Mr. Borjigin's concerns about noise and privacy.

Commissioner Rheume asked Senior Assistant City Attorney Rebecca Moon about Mr. Borjigin's concerns about potential noise. Senior Assistant City Attorney Moon stated that complying with the City's noise ordinance would be a lawful use of one's property and noise is an appropriate design consideration if it is reasonable and consistent with other projects approved in the area.

Commissioner Harrison asked about the difference in sound transmission between a stucco railing and a glass railing, both of the same height. Assistant Director Andrew Miner stated there would be no significant difference in sound transmission between any solid materials and that it would be difficult for voices to exceed the maximum decibels in the noise ordinance.

Vice Chair Simons stated that Mr. Borjigin can mitigate his privacy and noise concerns to some degree with privacy screening and recommended planting three Italian Cypress trees along his fence as they grow tall and quickly. Mr. Borjigin stated that he has limited space for new plantings and thanked Vice Chair Simons for the suggestion.

Commissioner Rheume confirmed with Senior Planner Ishijima that the second story balcony would be made of glass and is part of the project that staff has already approved.

Karmela Perll-Dobyns, 970 Astoria Drive homeowner, and Dan Fritschen representing applicant Barragan Builders, presented images and information about the project.

Commissioner Olevson confirmed with Mr. Fritschen that the solid wall on the south elevation extends up to the roof line.

Commissioner Weiss asked about the intended use of the room that leads to the balcony and how many people could fit on the balcony. Mr. Fritschen responded that the family room is immediately adjacent to the balcony and that only two to three people could fit comfortably on it at one time given the dimensions. Mr. Fritschen added that the balcony is a design feature, provides a nicer aesthetic than a blank wall and allows the homeowners the chance to enjoy the outdoors.

Ms. Perll-Dobyns declined the opportunity to present additional information about the project.

Mr. Borjigin presented additional information about the appeal.

Chair Howard closed the Public Hearing.

Commissioner Olevson confirmed with Senior Planner Ishijima that Recommended Condition of Approval BP-5 requires the homeowner to coordinate privacy planting on the property with the adjacent neighbor.

Chair Howard asked staff what happens if the homeowner and the neighbors cannot reach an agreement on the landscaping plan. Senior Planner Ishijima and Assistant Director Miner stated that BP-5 is more of a recommendation for the homeowner and neighbors to work together to develop the landscaping plan so that the project can proceed in the event that they cannot reach an agreement.

MOTION: Commissioner Rheume moved and Vice Chair Simons seconded the motion to approve Alternative 1 - Deny the Appeal and approve the Design Review with the recommended Conditions of Approval in Attachment 4.

Commissioner Rheume stated that he can make all the findings and that the applicant has worked hard to get the project approved and has adequately addressed Mr. Borjigin's noise concerns. He stressed that the glass balcony railing should remain as part of the project's original approval and urged the

Commissioners to support the motion.

Vice Chair Simons commented that he supports denying the appeal and recognized that some of Mr. Borjigin's requests were already accommodated as part of the previously approved project. He stated that he does not believe the additional modifications requested in the appeal would make a significant difference in mitigating Mr. Borjigin's concerns and that he is concerned with how those modifications would affect the home's appearance. He added that the shape of the home and the lot should be consistent with those of the neighbors' and that relocating the balcony to the front of the home markedly improved any issues with the project. He further added that some trees such as Italian Cypresses grow as quickly as three feet per year and can provide adequate privacy screening in a short amount of time.

Commissioner Weiss stated that she will support the motion. She recognized that the applicant responded to the neighbors' concerns and modified the original design plans accordingly. She noted that the original application requested no deviations and met all the required findings.

FRIENDLY AMENDMENT: Commissioner Howe suggested a friendly amendment to direct staff in making the final determination on a landscaping plan to provide privacy according to Recommended Condition of Approval BP-5 if the applicant and neighbors cannot agree on the plan. Commissioner Rheaume and Vice Chair Simons accepted the friendly amendment.

Commissioner Harrison stated that she will support the motion.

Commissioner Olevson stated his support for the motion. He commented that the project meets all the City's design standards and code requirements and the applicant and homeowner have done their best to address Mr. Borjigin's concerns. He stated that he believes there is adequate room along the homeowner's side of the fence to plant fast-growing trees for privacy screening so the appellant does not have to plant them and added that he is pleased to support the project given the homeowner's responsibility for developing a landscaping plan that satisfies the neighbors.

Chair Howard commented that he will support the motion. He stated that the project's high sill window is only intended to provide the homeowner with ventilation and a bit of light in the bedroom and that the view that the glass balcony would

provide sounds nice. He appreciated the appellant's concerns and stated that he believes the homeowner and appellant can arrive at an appropriate, mutually agreeable landscaping solution.

The motion carried by the following vote:

Yes: 7 - Chair Howard
Vice Chair Simons
Commissioner Harrison
Commissioner Howe
Commissioner Olevson
Commissioner Rheaume
Commissioner Weiss

No: 0

Assistant Director Miner stated that this decision is final.

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

3. [21-0421](#) Planning Commission Proposed Study Issues, Calendar Year: 2022

Commissioner Harrison asked if the working title "Missing Middle", the proposed study issue for calendar year 2022 that was discussed at the March 8, 2021 meeting, is appropriate for the scope of the study as it was discussed at that meeting. Senior Assistant City Attorney Rebecca Moon and Assistant Director Andrew Miner stated that in their opinions the title was broad enough to cover the discussion that took place. Assistant Director Miner emphasized that it is just a working title, no decision was made, and the purpose of the conversation was to discuss all the different ways the Commission might want to address the concept which he believes all fit under the title.

Chair Howard suggested replacing it with a different title for members of the public who are not familiar with the missing middle concept or might find it ambiguous. Assistant Director Miner agreed with Chair Howard and stated that staff will be clearer in the future.

NON-AGENDA ITEMS AND COMMENTS

-Commissioner Comments

-Staff Comments

Assistant Director Andrew Miner stated that the proposed CityLine office building at 200 W. Washington Avenue continued at this meeting was due to a noticing error and is scheduled for consideration at the Special Meeting on March 29, 2021. Assistant Director Miner also noted that the proposed ordinance amendment also continued at this meeting will be considered April 12, 2021 to allow staff more time to complete the internal analysis. Assistant Director Miner announced that the Special Meeting on March 29, 2021 will consist of a Study Session on land use concepts for the Moffett Park Specific Plan from 6:00 PM to 8:00 PM with the Public Hearing beginning at 8:00 PM. He added that the same Moffett Park Specific Plan Study Session presentation will take place with the City Council the next day on March 30, 2021.

Commissioner Howe asked for a timeline for the CityLine proposed project at 200 W. Washington Avenue. Assistant Director Miner stated that CityLine hopes to demolish the Macy's building this calendar year and complete the parking garage before the next winter. Commissioner Howe requested more details on the timeline at the March 29, 2021 meeting.

ADJOURNMENT

Chair Howard adjourned the meeting at 8:13 PM.



City of Sunnyvale

Meeting Minutes - Final Planning Commission

Monday, March 29, 2021

6:00 PM

Telepresence Meeting: City Web Stream |
Comcast Channel 15 | AT&T Channel 99

Special Meeting: Study Session - 6:00 PM | Special Meeting: Public Hearing - 8:00 PM

TELECONFERENCE NOTICE

6:00 PM STUDY SESSION

Call to Order via Teleconference

Roll Call

Study Session

A. [21-0449](#) Moffett Park Specific Plan Land Use Concepts

Adjourn Study Session

8:00 PM PLANNING COMMISSION MEETING

CALL TO ORDER

Chair Howard called the meeting to order at 8:00 PM.

ROLL CALL

Present: 7 - Chair Daniel Howard
Vice Chair David Simons
Commissioner Sue Harrison
Commissioner John Howe
Commissioner Ken Olevson
Commissioner Ken Rheaume
Commissioner Carol Weiss

ORAL COMMUNICATIONS

CONSENT CALENDAR

PUBLIC HEARINGS/GENERAL BUSINESS

1. [21-0409](#) **Proposed Project:**
SPECIAL DEVELOPMENT PERMIT to allow two seven-story office buildings with approximately 499,800 square feet and ground floor retail space with approximately 50,900 square feet of retail, 22,105 square feet of flex space and 37,415 square feet of shared services and two levels of below grade parking, and
VESTING TENTATIVE MAP to allow modifications to lot line locations and the creation of commercial condominium spaces.
Location: 200 W. Washington Avenue (APNs: 209-35-023 & 022)
File #: 2020-7110
Zoning: DSP (Downtown Specific Plan)/Block 18
General Plan: Downtown Specific Plan
Applicant / Owner: STC Ventures LLC (applicant and owner)
Environmental Review: No additional review required as per CEQA Guidelines 15168(c)(2) and (4) - environmental impacts of the project are addressed in the Downtown Specific Plan Program Environmental Impact Report (EIR) (State Clearinghouse #2018052020).
Project Planner: Shaunn Mendrin, (408) 730-7431, smendrin@sunnyvale.ca.gov

Principal Planner Shaunn Mendrin presented the staff report with a slide presentation.

Commissioner Weiss asked why South Frances Street would be open to vehicles. Principal Planner Mendrin and Assistant Director Andrew Miner answered that it is intended to function as a one-way pick-up and drop-off road, a pedestrian and bicycle connection between West Washington Avenue and Redwood Square, and an area that can easily be closed to traffic for special uses. Commissioner Weiss stated that most drop-offs and pick-ups can be done on the other sides of the buildings and closing the street would energize that area. Principal Planner Mendrin stated that the applicant can provide more information about the frequency of the intended street closures.

Commissioner Rheume disclosed that he had a teleconference meeting with the applicant about the proposed project and asked if elements such as the planters, concrete seating edges and trellises are preliminary designs. Assistant Director Miner confirmed that they are preliminary designs and welcomed any input from the Commissioners. Commissioner Rheume commented that he likes the design and added that native trees with significant canopies and as much green landscaping as possible are important. Commissioner Rheume asked about the requirements for the terrace trees and if they are a part of this application. Principal Planner Mendrin responded that 15 terrace trees would be installed prior to building occupancy and

the remaining terrace trees would be reviewed at the time of the tenant improvements. Principal Planner Mendrin confirmed that the terrace trees are part of this application and added that the applicant is also required to submit a Miscellaneous Plan Permit to include the landscaping plan for the entire site that staff would review for consistency with the Planning application.

Commissioner Harrison confirmed with Principal Planner Mendrin that the 434 tenant parking spaces in adjacent garages would be assigned to the office tenants and located on the upper garage floors and that 786 parking spaces would become available to anyone on evenings and weekends belowground on the site. Commissioner Harrison asked if since the Study Session one of the terraces is now longer and more continuous and if there are fewer independent terraces. Principal Planner Mendrin answered that the terraces were modified on Building B's north elevation to accommodate additional setbacks to consider nearby historic South Murphy Avenue which generally consists of two-story structures. Commissioner Harrison confirmed with Principal Planner Mendrin that the pick-up and drop-off road on South Frances Street is intended to be a part of the parking management plan.

Vice Chair Simons and Principal Planner Mendrin discussed the fact that setbacks are measured from the face of curb because Block 18's property lines are generally at the face of curb. Principal Planner Mendrin added that the Downtown Specific Plan requires different width sidewalks depending on street frontage activity level. Vice Chair Simons confirmed with Principal Planner Mendrin that the proposed project's required parking is lower considering its proximity to public transit and Vice Chair Simons stated his concern that the applicant has requested a parking deviation considering single vehicle usage might increase in the future. Vice Chair Simons also stated his interest in defining the required sizes for the terrace trees in Recommended Condition of Approval BP-17. Chrissy Mancini Nichols, City-hired consultant representing Walker Consultants, explained the parking analysis for downtown and Block 18. Vice Chair Simons confirmed with Ms. Nichols that the tenant parking spaces located in adjacent garages would be assigned to the upper floors and Vice Chair Simons confirmed with Principal Planner that the parking management plan requires staff approval prior to building permit issuance. Assistant Director Miner stated that the parking management plan would be reviewed to consider the parking for other surrounding projects.

Commissioner Howe disclosed that he spoke with a member of the applicant team over the telephone about the proposed project. Commissioner Howe confirmed with

Principal Planner Mendrin that there would be a dedicated sidewalk of adequate size for pedestrians on South Frances Street to guarantee access between West Washington Avenue and Redwood Square.

Chair Howard asked why mechanical equipment cannot cover more than 25% of a rooftop and if street vendors can have access to electricity from light poles to avoid using gas-powered generators. Assistant Director Miner stated that the light poles are City-owned and that mechanical equipment on rooftops can be a massing concern, explaining that the applicant has requested to cover more than 25% of the rooftop but limit the height of the mechanical equipment.

Chair Howard opened the Public Hearing.

Deke Hunter and Josh Rupert, representing applicant Hunter Properties; Sean Gallivan, Design Architect representing Gensler; and Marcel Wilson, Landscape Architect representing Bionic, presented images and information about the proposed project.

Commissioner Weiss confirmed with Mr. Hunter that there are designated zones in front of the lobbies of both buildings on South Frances Street where vehicles can pull over without blocking traffic. Commissioner Weiss asked if the vehicles conducting pick-ups and drop-offs on South Frances Street would create traffic that would back up onto West Washington Avenue in the early morning and evening hours and Mr. Hunter stated that Walker Consultants' parking analysis did not indicate that it would be an issue. Commissioner Weiss and Mr. Hunter discussed creative ways for naming the new street.

Commissioner Olevson asked the applicant team to explain Recommended Condition of Approval GC-13 regarding the dropped ceilings for the ground floor tenant spaces. Mr. Hunter explained that the dropped ceilings would be recessed 3 to 4 feet from the front façade so that the exterior glass can extend to the top of the storefront elevation to provide as much visibility into the space as possible. Commissioner Olevson asked how far the ceiling would drop down and Mr. Hunter answered that it could drop down between 5 and 7 feet.

Vice Chair Simons asked the applicant team how the height of the terrace trees would be measured. Gary Laymon, Landscape Architect representing TGP Landscape Architects, stated that the trees on the corner terraces would be 48-inch box trees with a canopy width of 12 to 14 feet and a height of 16 to 18 feet

measured from the finished floor. Vice Chair Simons asked what types of trees are planned for West Washington Avenue and if using expandable tree grates is possible. Mr. Laymon responded that Red Maple trees would be planted along West Washington Avenue and the City-standard tree grates are expandable. Vice Chair Simons asked if the tenant space frontages that fully open are still a part of the proposed project and if the entryways are modifiable for new tenants. Mr. Hunter responded that the frontages that open up would be located along South Frances Street and there would be 3 to 4 different frontage types available along South Taaffe Street, West Washington Avenue and South Murphy Avenue. He and Mr. Rupert explained that the frontages along South Frances Street are more long term and less modifiable because of their unique width and elements, adding that the goal is to be as flexible as possible with the tenant spaces. Vice Chair Simons asked Mr. Hunter about possible attachment points to hang banners between buildings. Mr. Hunter discussed the applicant team's prospective ideas for hanging signs and commented on the uniqueness of CityLine's developments that make the area special. He further remarked that the buildings would structurally accommodate the weight of the terrace trees in fixed, key locations and the landscaping plan would request flexibility for the locations of the other terrace trees to best serve future tenants.

Chair Howard asked if tenants along South Taaffe Street, West Washington Avenue and South Murphy Avenue would have the option to install a frontage that fully opens, and Mr. Hunter responded that it is possible on a case-by-case basis.

Commissioner Rheume expressed concern that the ground floor frontages on South Taaffe Street, West Washington Avenue, and South Murphy Avenue would be too similar and all made of glass. He stated his interest in frontages made of different types of materials such as brick or combinations of glass and other materials such as tile, and canopies or trellises to help provide tenants with unique spaces for their businesses. Mr. Hunter replied that the plan is for all the storefronts to be glass initially and then modifiable based on the tenants' needs but that it is possible to begin with storefronts with varied materials. Assistant Director Miner stated that Recommended Condition of Approval PS-2 which requires the applicant to submit a Miscellaneous Plan Permit for Tenant Design Guidelines is modifiable to specify the types of materials required for the ground floor frontages along those three streets.

Commissioner Weiss and Mr. Rupert discussed opportunities for a gourmet ice cream retailer as a possible tenant.

Mike Serrone stated his overall support for the proposed project with concerns about the generic rectangular shape and glass construction and lack of pedestrian experience on South Frances Street.

Gavin Lohry, representing Catalyze SV, voiced support for the proposed project and the vibrancy it would bring to downtown.

Olivia Navarro, speaking on behalf of Enrique Arguello, Business Manager with LIUNA Laborers Local 270, expressed support for the proposed project.

Dawn Maher, CEO of Sunnyvale Chamber of Commerce, voiced support and excitement for the proposed project.

Chad Dutton, Marketing Representative for Carpenters Local 405 for Santa Clara County, stated support for the proposed project.

Mike Johnson, Executive Director of the Sunnyvale Downtown Association, communicated support for the proposed project.

Mr. Hunter presented additional information about the proposed project.

Chair Howard closed the Public Hearing.

Assistant Director Miner stated that the Sunnyvale Municipal Code outlines the process for naming new streets.

Principal Planner Mendrin noted that Recommended Condition of Approval BP-24 should reference 434 tenant parking spaces located in adjacent garages instead of 222 and that the Commission could choose to modify Recommended Condition of Approval BP-17 to specify a requirement of 48-inch box trees as the applicant team referenced during discussion.

MOTION: Commissioner Howe moved and Vice Chair Simons seconded the motion for Alternative 2 - Make the required Findings required to approve the CEQA determination that the project is consistent with the Downtown Specific Plan's Program Environmental Impact Report and no additional environmental review is required, and approve the Special Development Permit and Vesting Tentative Map based on Findings in Attachment 3 of the report and Recommended Conditions of

Approval in Attachment 4 of the report subject to modified Conditions of Approval.

The modified Conditions of Approval are as follows:

1. Revise Recommended Condition of Approval BP-24 to correct the number of tenant parking locations located in adjacent garages from 222 to 434 spaces. BP-24 revised reads as follows:

BP-24 PARKING MANAGEMENT PLAN

A Parking Management Plan is subject to review and approval by the Director of Community Development prior to occupancy. The Parking Management Plan shall include the following:

- a. The parking garage shall include signage which identifies Public Parking days and hours.
- b. The additional Tenant parking locations located in adjacent garages (approximately 434 spaces) shall be identified through permitting and/or specific time limits within the existing and available structured parking. The goal would be to preserve the most convenient parking for patrons throughout the Downtown Parking district, with adequate long-term parking for employees and office tenants.

Tentatively, employees and office tenants should be parking below the ground level or the top level of the parking structures. This effort shall be coordinated with Community Development and Public Works Departments.

The Parking Management Plan may require revisions or modifications in the future due to other transit options or trends. This plan shall be reviewed through a Miscellaneous Plan Permit, or staff level review equivalent, and shall be coordinated with Community Development, Public Works and the City Attorney. [PLANNING]
[COA]

2. Revise Recommended Condition of Approval BP-17 to include a size requirement of 48-inch box for the terrace trees. BP-17 revised reads as follows:

BP-17 TERRACE LANDSCAPING:

Planting on the terraces shall include a minimum of 6 large trees in key locations on Building A and 9 large trees in key locations on Building B as indicated on the landscape plans and shall be installed prior to occupancy. Large trees shall be 48-inch box trees. These plantings shall be included on the final landscape plans and are subject to review and approval by the Director of Community Development, through a Miscellaneous Plan Permit, prior to issuance of building permit. [COA]
[PLANNING]

FRIENDLY AMENDMENT: Vice Chair Simons offered a friendly amendment to specify that BP-17 also require the terrace trees to be 16 to 18 feet tall measured from the finished floor with a width of 12 to 15 feet. Commissioner Howe accepted the friendly amendment. BP-17 revised reads as follows:

BP-17 TERRACE LANDSCAPING:

Planting on the terraces shall include a minimum of 6 large trees in key locations on Building A and 9 large trees in key locations on Building B as indicated on the landscape plans and shall be installed prior to occupancy. Large trees shall be 48-inch box trees with a height of 16 to 18 feet measured from the finished floor and width of 12 to 15 feet. These plantings shall be included on the final landscape plans and are subject to review and approval by the Director of Community Development, through a Miscellaneous Plan Permit, prior to issuance of building permit. [COA] [PLANNING]

FRIENDLY AMENDMENT: Commissioner Rheume offered a friendly amendment to revise Recommended Condition of Approval PS-2 with specifications for storefront variation. Commissioner Howe and Vice Chair Simons accepted the friendly amendment. PS-2 revised reads as follows:

PS-2 TENANT DESIGN GUIDELINES:

Applicant shall submit a Miscellaneous Plan Permit for Tenant Design Guidelines for retail and commercial tenant space to ensure final design includes uniqueness between tenants, addition of canopies and recessed entries including different types of storefronts with natural materials other than glass such as brick, ceramic artwork, high gloss painted surfaces with exterior lighting, other materials to complement terracotta in the upper floors or other material for a base, opportunities for variations in the awning materials, and different textures and opportunities for varied sign types, including projecting signs, subject to review and approval by the Director of Community Development. [COA] [PLANNING]

Commissioner Howe stated his appreciation for the applicant's responsiveness to the Commissioners' feedback from the Study Sessions and noted his pleasure with the green space on South Frances Street and the overall improvements made to it. He noted his happiness with the terraces and stated that the proposed project would make the city proud once built.

Vice Chair Simons appreciated the applicant's improvements to the proposed

project based on the Commissioners' feedback which have resulted in a better design benefitting both the applicant and the City. He recognized the inset ground level tenant spaces that would provide a better connection between the indoors and outdoors and the variation in storefront facades that would create a more useable, desirable and inviting place for customers and help the tenants market their businesses. He stated that although he would have preferred different trees with taller heights and bigger canopies, the landscaping would be an improvement for downtown that needs more trees to balance all the big buildings. He further remarked that he will support the proposed project and appreciated the process that it has undergone.

Commissioner Rheume complimented the applicant team on the proposed project's design and the extension of South Frances Street that enables one to walk from the Caltrain station to Redwood Square. He stated that the proposed project has everything desired in a downtown project and that it flows and works well. He noted that the South Frances Street design has improved with the addition of more green, landscaped area and less concrete and appreciated the buildings' varying heights that help to break up their mass. He further remarked that he has a lingering concern that the buildings are too modern to connect to South Murphy Avenue and hoped that they appear timeless. He stated that he can make findings, the proposed project would help Sunnyvale and downtown, and he urged the Commissioners to support the motion.

Commissioner Olevson stated his excitement for the proposed project and the prospect of it transforming the Caltrain station into a significant stop along the line. He thanked the applicant team for responding to the Commissioners' input and modifying the project accordingly, the results of which he attributed to a partnership. He stated that he can make all the findings, noted that the proposed project has met all the requirements, wished the applicant team well, and added that he will approve the proposed project.

Commissioner Weiss stated that Sunnyvale deserves this proposed project and the overall downtown character that is developing. She appreciated the architecture and how each façade would meet a different type of demand, emphasizing that the plaza at West Washington Avenue and South Murphy Avenue would provide one with a feeling of connection to the historic district. She also appreciated the applicant team's responsiveness to the Commissioners' questions and concerns and stated that she can make the findings and the few deviations requested are acceptable considering the scope of the proposed project. She added that she will

support the proposed project and looks forward to its completion.

Commissioner Harrison stated she will support the motion and agreed with all the Commissioners' comments, particularly Commissioner Olevson's statement about his ability to make all the findings. She noted her appreciation for the rhythm between the glass and terracotta panels, how the terracotta panels' shapes are echoed in the shape of the prefabricated concrete on the ground floor, and how the glass and terracotta panels decrease in size as the buildings extend upwards. She also admired the improvements to South Frances Street including the addition of more greenery and the distinguishing of the makerspaces from the retail spaces.

Chair Howard stated that he will support the motion and that it is a beautiful proposed project. He noted the importance of the union support and hoped that the proposed project would help jumpstart Sunnyvale's post-pandemic economy. He shared information that he has read that trees are better enjoyed at ground level instead of up high which requires more concrete reinforcement which can therefore create more of a carbon emissions impact.

The motion carried by the following vote:

Yes: 7 - Chair Howard
Vice Chair Simons
Commissioner Harrison
Commissioner Howe
Commissioner Olevson
Commissioner Rheume
Commissioner Weiss

No: 0

Assistant Director Miner stated that this decision is final unless appealed or called up for review by the City Council by Tuesday, April 13, 2021.

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

2. [21-0461](#) Planning Commission Proposed Study Issues, Calendar Year: 2022

Assistant Director Miner stated that staff has tentatively scheduled Commissioner Howe and Commissioner Weiss's revised Village Centers Re: Aging in Place proposed study issue for 2022 for discussion in April 2021.

NON-AGENDA ITEMS AND COMMENTS

-Commissioner Comments

Commissioner Harrison stated that regarding the Moffett Park Specific Plan Update, she would like more information since a levee would be installed but she understands that levees are being torn down in areas.

Commissioner Howe asked for a timeline update on the 200 W. Washington Avenue project. Assistant Director Andrew Miner stated that the applicant hopes to demolish the Macy's building and start working on the underground parking garage before next year's rainy season and added that he will update the Commissioners as he receives more information.

Commissioner Weiss requested staff share with her and Commissioner Harrison technical levee studies. Assistant Director Miner stated that staff will provide as much information as possible and cautioned that the issue might need to be studied as part of the Environmental Impact Report.

-Staff Comments

Assistant Director Andrew Miner stated that the same Moffett Park Specific Plan Study Session presentation and the Commissioners' comments will be shared with the City Council tomorrow at the March 30, 2021 meeting.

ADJOURNMENT

Chair Howard adjourned the meeting at 10:36 PM.



City of Sunnyvale

Meeting Minutes - Draft

Board of Library Trustees

Monday, April 5, 2021

7:00 PM

Telepresence Meeting: City Web Stream

Teleconference Notice

CALL TO ORDER

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the meeting was conducted telephonically.

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

ROLL CALL

Present: 4 - Chair Carey Wingyin Lai
Vice Chair Sharlene Wang
Board Member Mark Isaak
Board Member Rahul Jain

Council liaison Cisneros (present)

PRESENTATION

[21-0430](#) PRESENTATION - Library e-Resources

Chaunacey Dunklee, Supervising Librarian, presented the library's e-resources for early learners, students and lifelong learners audiences.

Highlights included: skill building, recreation and language e-resources for each audience.

[21-0431](#) PRESENTATION - National Library Week

Chaunacey Dunklee, Supervising Librarian, explained how the library will be participating in National Library Week from April 4 - 10, 2021 along with libraries across the county. This year's theme is "Welcome to your Library." We will host several virtual events throughout the week: magic show, storytimes, game night, and behind-the-scenes tours.

ORAL COMMUNICATIONS

None.

CONSENT CALENDAR

Board member Isaak moved and Vice Chair Wang seconded, approval of the consent calendar as presented. The motion carried by the following vote:

Yes: 4 - Chair Lai
Vice Chair Wang
Board Member Isaak
Board Member Jain

No: 0

- 1 [21-0429](#) Approve the Board of Library Trustees Meeting Minutes of February 1, 2021

Approve the Board of Library Trustees Minutes of February 1, 2021 as submitted.

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

NON-AGENDA ITEMS & COMMENTS

-Board Member Comments

None.

-Staff Comments

Superintendent Steve Sloan provided the board information regarding: virtual card access for Sunnyvale School District middle schools, branch library update, and the library's reopening plans.

ADJOURNMENT

Chair Lai adjourned the meeting at 8:01 p.m.



City of Sunnyvale

Agenda Item

21-0469

Agenda Date: 4/20/2021

Information/Action Items

Information/Action Items - Council Directions to Staff

Date Requested	Directive/Action Required	Dept	Due Date	Completed
2/7/19	Produce quarterly report on staff vacancies and include, actual staff total numbers for each department, including part-time positions.	HRD	Apr 2021	
5/21/20	Provide a quarterly status report of vacant positions that were frozen	OCM	Apr 2021	
2/23/21	Include in the budget workshop an update on CIP projects costs and include how we are using the money that we have and potential impacts on increased costs for the solid waste fund.	FIN	May 2021	
2/23/21	Provide a separate project for the new cleanwater project reserve fund.	FIN	May 2021	
3/30/21	Communicate with Sunnyvale Business Park and provide update to Council on the status of the parking situation in the area both Pre and Post COVID.	DPW	May 2021	
3/30/21	Engage with Valley Water on Recycled water and provide Council with an update.	ESD	Apr 2021	
4/6/21	Include information on a fee survey of other golf courses and what they charge for a round of golf with approval of master fee schedule.	DPW	Jun 2021	
4/6/21	Provide information on the sales tax pool and how the distribution of sales tax applies to Sunnyvale.	FIN	May 2021	
4/6/21	Discuss vacancies and frozen positions in the City at the budget workshop, to include any vacancies that we are not actively recruiting.	FIN	May 2021	
4/6/21	Include public hearing item on AB703 for Council consideration on taking a position	OCM	Apr 2021	

New Study/Budget Issues Sponsored by Council

Date Requested	Study/Budget Issue Topic	Requested By	Dept	Approved by City Manager
	N/A			

Initial Sponsor in **Bold**.

Following approval by the City Manager, study issues papers are posted to:

<https://sunnyvale.ca.gov/government/council/study/studyissues.htm>

Printed on 4/15/2021



City of Sunnyvale

Agenda Item

21-0490

Agenda Date: 4/20/2021

REPORT TO COUNCIL

SUBJECT

Mayoral Announcement of Mayor-Appointed Ad Hoc Advisory Committee on City Attorney Compensation (Information Only)

BACKGROUND & DISCUSSION

Per Council Policy 7.4.13, ad hoc advisory committees are created and appointed by the Mayor with a fixed, limited assignment for a particular purpose. No more than three Councilmembers may serve on an ad hoc advisory committee. The policy requires that any action to create or modify the committee must be placed as an item on the Council agenda.

The City Attorney undergoes an annual performance evaluation and salary adjustment. The Mayor will appoint three Councilmembers to form an ad hoc advisory committee to review and bring forth recommendations on the City Attorney's compensation. Mayor Klein announces that Councilmember Melton, Councilmember Larsson, and Mayor Klein will be the newly formed ad hoc advisory committee. The ad hoc committee will make a recommendation to the full Council for consideration at a noticed open Council meeting. Upon presentation of the Committee's findings and recommendations to the full Council and the Council's action on the Committee's recommendation, the term of the ad hoc committee will expire.

EXISTING POLICY

Council Policy 7.4.13 *Council Subcommittees and Council or Mayor-Created Advisory Task Forces*

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. In addition, the agenda and report are available at the Office of the City Clerk and on the City's website.

Prepared by: Jennifer Nuñez, Executive Assistant

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager



City of Sunnyvale

Agenda Item

21-0516

Agenda Date: 4/20/2021

REPORT TO COUNCIL

SUBJECT

Board/Commission Resignation (Information Only)

BACKGROUND AND DISCUSSION

This report is to inform the Council of the following resignation from a City commission.

Carey Lai, who was appointed to the Board of Library Trustees on July 1, 2014 and serving a term to expire June 30, 2022, has submitted a letter of resignation from the Commission, effective July 31, 2021.

Administrative Policy, Chapter 1, General Management, Article 15 Boards and Commissions, Section 2, Subdivision 8 states that when a resignation letter is received, staff shall prepare an Information Only Report to Council that indicates the resignation(s) and specifies the process that staff recommends to fill the new vacancy.

The Board of Library Trustees vacancy will be promoted with the current recruitment process for July 2021 appointments. The application deadline for this recruitment is April 30, with interviews tentatively scheduled for May 10 and 11, and appointments on May 25.

With this resignation, the recruitment includes the following vacancies:

- Arts Commission (2)
- Bicycle and Pedestrian Advisory Commission (3)
- Board of Building Code Appeals (2)
- Board of Library Trustees (2)
- Heritage Preservation Commission (1)
- Housing and Human Services Commission (4)
- Parks and Recreation Commission (2)
- Personnel Board (1)
- Planning Commission (1)
- Sustainability Commission (2)

EXISTING POLICY

Administrative Policy, Chapter 1, General Management, Article 15 Boards and Commissions

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. In addition, the agenda and report are available at the Office of the City Clerk and on the City's website.

Prepared by: David Carnahan, City Clerk
Reviewed by: Teri Silva, Assistant City Manager
Approved by: Kent Steffens, City Manager