



City of Sunnyvale

Notice and Agenda City Council

Tuesday, June 15, 2021

6:00 PM

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

**Special Meeting: Closed Session - 6 PM | Regular Meeting - 7 PM | Special Joint Meeting
of the City Council and the Sunnyvale Financing Authority - 7 PM (or as soon thereafter
as the matter may be heard)**

<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)).

6 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** [21-0553](#) Closed Session Held Pursuant to California Government Code Section 54957.6:
CONFERENCE WITH LABOR NEGOTIATORS
Agency Designated Representatives: Ad Hoc Committee on City Attorney Compensation Members Larry Klein, Gustav Larsson and Russ Melton
Unrepresented employee: City Attorney
- B** [21-0558](#) Closed Session Held Pursuant to California Government Code Section 54957.6:
CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Tina Murphy, Director of Human Resources; Kent Steffens, City Manager
- Employee organization: Service Employees International Union (SEIU)

Adjourn Special Meeting

7 P.M. COUNCIL MEETING

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

of the meeting.

CALL TO ORDER

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

ROLL CALL

CLOSED SESSION REPORT

SPECIAL ORDER OF THE DAY

C [21-0163](#) Immigrant Heritage 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 [21-0251](#) 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.B [21-0463](#) Adopt a Resolution to Approve Road Maintenance and Rehabilitation Proposed Projects List for the Road Repair and Accountability Act of 2017 - Local Streets and Roads (SB1) Funding Program

Recommendation: Adopt a Resolution to Approve the Road Maintenance and Rehabilitation Updated Proposed Projects List for the Road Repair and Accountability Act of 2017 - Local Streets and Roads Funding Program and find the action exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15378(b)(4) as 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.

- 1.C [21-0602](#) Approve Sole Source Contracts for Adult and Youth Workforce Development Services in San Mateo County

Recommendation: Approve sole source contracts for adult and youth workforce development services and authorized the City Manager to execute agreements with the Central Labor Council Partnership for an amount not to exceed \$750,000 and with JobTrain for an amount not to exceed \$378,000, both with a term of July 1, 2021 through June 30, 2022.

- 1.D [21-0571](#) Appoint David Bini and Nelson Leonor to the NOVA Workforce Board

Recommendation: Appoint David Bini and Nelson Leonor to the NOVA Workforce Board.

- 1.E [21-0665](#) Adopt Ordinance No. 3177-21 Approving and Adopting a Post Entitlement Development Agreement Between the City of Sunnyvale and Sunnyvale Partners Ltd.

Recommendation: Adopt Ordinance No. 3177-21 approving and adopting a Post Entitlement Development Agreement between the City of Sunnyvale and Sunnyvale Partners Ltd.

ADJOURNMENT TO SPECIAL JOINT MEETING OF THE CITY COUNCIL AND SUNNYVALE FINANCING AUTHORITY

Call to Order

Call to Order via Teleconference

ROLL CALL

PUBLIC COMMENT (ON SPECIAL MEETING ITEMS ONLY)

The public may provide comments regarding the Special Meeting item(s). If you wish to address the City Council and Financing Authority, please refer to the notice at the beginning of this agenda.

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.

- 2.A** [21-0601](#) Approve the Joint City Council and Sunnyvale Financing Authority Meeting Minutes of June 8, 2021

Recommendation: Approve the Joint City Council and Sunnyvale Financing Authority Meeting Minutes of June 8, 2021 as submitted.

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.

- 3** [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

Recommendation: City Council:
Staff recommends Alternatives 1: Adopt the resolutions presented as Attachment 1 (including Exhibit A), Attachment 2 (including Exhibits A through D), and Attachment 3 (including Exhibit A) to the report that provide for the adoption of the FY 2021/22 Fee Schedule, Budget, and Appropriations Limit.

Sunnyvale Financing Authority:
Staff recommends Alternative 2: Adopt the FY 2021/22 Budget Resolution (Sunnyvale Financing Authority) presented as Attachment 4 to the report.

ADJOURN SPECIAL MEETING

RECONVENE TO CITY COUNCIL MEETING

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.

[21-0598](#) Tentative Council Meeting Agenda Calendar

[21-0599](#) Board/Commission Meeting Minutes

[21-0600](#) Information/Action Items

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

21-0553

Agenda Date: 6/15/2021

Closed Session Held Pursuant to California Government Code Section 54957.6:

CONFERENCE WITH LABOR NEGOTIATORS

Agency Designated Representatives: Ad Hoc Committee on City Attorney Compensation Members

Larry Klein, Gustav Larsson and Russ Melton

Unrepresented employee: City Attorney



City of Sunnyvale

Agenda Item

21-0558

Agenda Date: 6/15/2021

Closed Session Held Pursuant to California Government Code Section 54957.6:

CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: Tina Murphy, Director of Human Resources; Kent Steffens, City Manager

Employee organization: Service Employees International Union (SEIU)



City of Sunnyvale

Agenda Item

21-0163

Agenda Date: 6/15/2021

Immigrant Heritage Month



City of Sunnyvale

Agenda Item

21-0251

Agenda Date: 6/15/2021

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.

List No.	Date	Total Disbursements
077	05-23-21 through 05-29-21	\$3,299,302.26

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 # 077

**List of All Claims and Bills Approved for Payment
For Payments Dated 05/23/2021 through 05/29/2021**

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	XXXXX2122	05/25/2021	NOVAworks Foundation	81.92	PR202120	PR202120 Dues	81.92	0.00	\$81.92
	XXXXX2123	05/25/2021	Ewing Irrigation Products Inc	2,211.04	13400022		2,211.04	0.00	\$2,535.16
				281.04	13400046		281.04	0.00	
				43.08	13406586		43.08	0.00	
	XXXXX2124	05/25/2021	Ferguson US Holdings Inc	1,190.93	1608689		1,190.93	0.00	\$1,190.93
	XXXXX2125	05/25/2021	Fire & Risk Alliance LLC	36,775.46	132-001-58		36,775.46	0.00	\$41,206.46
				4,431.00	132-005-20		4,431.00	0.00	
	XXXXX2126	05/25/2021	Gardenland Power Equipment	332.10	845795		332.10	0.00	\$332.10
	XXXXX2127	05/25/2021	BKF Engineers	291.00	20121169		291.00	0.00	\$3,686.00
				1,164.00	21012569		1,164.00	0.00	
				1,358.00	21030952		1,358.00	0.00	
				873.00	21040979		873.00	0.00	
	XXXXX2128	05/25/2021	General Datatech LP	78,292.65	90361590		78,292.65	0.00	\$78,292.65
	XXXXX2129	05/25/2021	Grainger	937.50	9784892847		937.50	0.00	\$19,656.09
				3,746.25	9814200912		3,746.25	0.00	
				2,809.68	9815164851		2,809.68	0.00	
				1,278.40	9844889767		1,278.40	0.00	
				2,868.96	9862549665		2,868.96	0.00	
				125.64	9869025941		125.64	0.00	
				7,889.66	9875344856		7,889.66	0.00	
	XXXXX2130	05/25/2021	Hach Co Inc	220.37	12427118		220.37	0.00	\$220.37

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX2131	05/25/2021	Heritage Bank of Commerce	36,702.56	FOAOHBRID GE#09	TR-13/01-06	36,702.56	0.00	\$36,702.56
	XXXXX2132	05/25/2021	Hi-Tech Optical Inc	125.00	857503	M. Maytorena	125.00	0.00	\$800.00
				125.00	857504	M. Maytorena	125.00	0.00	
				125.00	859315	B. Militano	125.00	0.00	
				125.00	859316	B. Militano	125.00	0.00	
				300.00	860985	Feb-March Dispensing Fees	300.00	0.00	
	XXXXX2133	05/25/2021	Interstate Sales	46.81	7568		46.81	0.00	\$46.81
	XXXXX2134	05/25/2021	Intex Auto Parts	38.72	2-12037-18		38.72	0.00	\$98.39
				59.67	2-12170-15		59.67	0.00	
	XXXXX2135	05/25/2021	JobTrain	579.00	PTE007		579.00	0.00	\$33,480.00
				32,901.00	YOUTHFY21 09	Payment for March 2021	32,901.00	0.00	
	XXXXX2136	05/25/2021	Joseph J Albanese Inc	707,348.62	FOAOHBRID GE#09	TR-13/01-16	707,348.62	0.00	\$707,348.62
	XXXXX2137	05/25/2021	Keenan & Associates	37,127.08	255732	Workers Comp Admin 1/1/21-1/1/22	37,127.08	0.00	\$37,127.08
	XXXXX2138	05/25/2021	Kelly Paper Co	168.41	10447116.	Credit Memo 10455392	168.41	0.00	\$255.78
				-168.41	10455392	Invoice 10447116	-168.41	0.00	
				54.50	10495359		54.50	0.00	
				396.39	10532242		396.39	0.00	
				280.68	10562244		280.68	0.00	
				336.81	10579091		336.81	0.00	
				-812.60	9234453	6/8/2018 Inv#9212776	-812.60	0.00	
	XXXXX2139	05/25/2021	Kimley Horn & Assoc Inc	3,452.50	097318031-0321	Wolfe & Dartshire Svc Thru 3/31/2021	3,452.50	0.00	\$3,452.50
	XXXXX2140	05/25/2021	L N Curtis & Sons Inc	4,386.16	INV465135		4,386.16	0.00	\$40,795.64
				489.95	INV466946		489.95	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				1,043.13	INV467070		1,043.13	0.00	
				1,675.33	INV468478		1,675.33	0.00	
				347.71	INV471046		347.71	0.00	
				347.71	INV472658		347.71	0.00	
				504.98	INV472755		504.98	0.00	
				504.98	INV473015		504.98	0.00	
				4,172.52	INV475548		4,172.52	0.00	
				2,777.32	INV475596		2,777.32	0.00	
				455.62	INV476990		455.62	0.00	
				2,777.32	INV479691		2,777.32	0.00	
				16,663.92	INV480140		16,663.92	0.00	
				1,752.72	INV480297		1,752.72	0.00	
				504.98	INV482755		504.98	0.00	
				876.36	INV483578		876.36	0.00	
				1,514.93	INV485744		1,514.93	0.00	
	XXXXX2141	05/25/2021	LexisNexis Risk Solutions	130.00	1409790-20210430		130.00	0.00	\$130.00
	XXXXX2142	05/25/2021	Lowes Companies	91.40	901498-EZHOGY	Form 2133RR Attached	91.40	0.00	\$91.40
	XXXXX2143	05/25/2021	Marsha Hovey LLC	1,250.00	SV-024		1,250.00	0.00	\$1,250.00
	XXXXX2144	05/25/2021	McMaster Carr Supply Co	43.82	57578519		43.82	0.00	\$302.50
				258.68	57651575		258.68	0.00	
	XXXXX2145	05/25/2021	MediWaste Disposal LLC	50.00	0000124721		50.00	0.00	\$50.00
	XXXXX2146	05/25/2021	Mission Valley Ford Truck Sales Inc	88.14	754951		88.14	0.00	\$164.18
				76.04	755035		76.04	0.00	
	XXXXX2147	05/25/2021	MNS Engineers	8,485.35	77676	Sanitary Sewer Main Replacement Design Mar 2021	8,485.35	0.00	\$8,485.35
	XXXXX2148	05/25/2021	Mythics Inc	26,600.00	161724	Oracle Database Enterprise Edition	26,600.00	0.00	\$26,600.00
	XXXXX2149	05/25/2021	Office Depot Inc	81.66	16129856900	Rebecca Montalvo	81.66	0.00	\$331.42

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					1	3/5/2021			
				91.54	168319262002	Rebecca Montalvo 4/12/2021	91.54	0.00	
				24.35	169885191001	Patricia Pickett 4/22/2021	24.35	0.00	
				81.00	170919462001	Katrina Holden 4/26/2021	81.00	0.00	
				8.71	173184490001	Thao Nguyen 5/20/2021	8.71	0.00	
				44.16	173836563001	Rebecca Montalvo 5/19/2021	44.16	0.00	
	XXXXX2150	05/25/2021	P&A Administrative Services Inc	2,239.37	568717	Health & Dep Care 09/06 - 09/12/2020 Reimb	2,239.37	0.00	\$15,346.91
				11,879.63	578420	Health & Dep Care 10/25 - 10/31/2020 Reimb	11,879.63	0.00	
				1,227.91	608786	Health & Dep Care 03/14 Thru 03/20/2021 Reimb	1,227.91	0.00	
	XXXXX2151	05/25/2021	P&R Paper Supply Co Inc	753.43	30372474-02		753.43	0.00	\$753.43
	XXXXX2152	05/25/2021	Pacific Gas & Electric Co	2,275.90	0522589865-8 0421	Tennis Center	2,275.90	0.00	\$61,809.85
				3,971.60	4314259418-3 0421	Swimming Pools	3,971.60	0.00	
				47,312.90	8100862765-5 0421	City Owned St & Hwy Lighting	47,312.90	0.00	
				8,249.45	9147590356-2 0421	Golf Courses	8,249.45	0.00	
	XXXXX2153	05/25/2021	Payment Vision	1,970.84	205865		1,970.84	0.00	\$1,970.84
	XXXXX2154	05/25/2021	Pine Cone Lumber Co Inc	796.96	100580		796.96	0.00	\$796.96

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXXX2155	05/25/2021	PMBQ Studios	539.90	2020-1165	Field PO 4343	539.90	0.00	\$3,429.40
				2,889.50	2020-1166	Field PO 4343	2,889.50	0.00	
	XXXXXX2156	05/25/2021	Polydyne Inc	54,383.00	1538932		54,383.00	0.00	\$54,383.00
	XXXXXX2157	05/25/2021	Project Sentinel Inc	13,889.95	PS-521--123120	Community Dispute Resolution Svc 10/1-12/31/20 Reimbursement	13,889.95	0.00	\$25,651.84
				11,761.89	PS-521--33121	Community Dispute Resolution Svc 1/1-3/31/21 Reimbursement	11,761.89	0.00	
	XXXXXX2158	05/25/2021	R & B Co	1,318.91	O225151		1,318.91	0.00	\$1,673.16
				354.25	O225364		354.25	0.00	
	XXXXXX2159	05/25/2021	Reed & Graham Inc	2,381.42	000233	\$125.34 Discount By 6/5/2021	2,506.76	125.34	\$12,052.28
				2,504.48	000330	\$131.81 Discount By 6/6/2021	2,636.29	131.81	
				2,758.67	000649	\$145.19 Discount By 6/11/2021	2,903.86	145.19	
				983.59	999545	\$51.77 Discount By 5/29/2021	1,035.36	51.77	
				666.00	999546	\$35.05 Discount By 5/29/2021	701.05	35.05	
				2,758.12	999901	\$145.16 Discount By 5/31/2021	2,903.28	145.16	
	XXXXXX2160	05/25/2021	Regional Government Services Authority	1,147.50	12067		1,147.50	0.00	\$1,147.50
	XXXXXX2161	05/25/2021	Safeway Inc	101.30	00663975-042221		101.30	0.00	\$596.80
				160.10	00801169-042821		160.10	0.00	
				335.40	00809019-		335.40	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					042221				
	XXXXX2162	05/25/2021	San Francisco Bay Bird Observatory	1,729.80	1851	Avian Botulism Monitoring Program April 2021	1,729.80	0.00	\$1,729.80
	XXXXX2163	05/25/2021	Shred-It USA LLC	698.05	8181924867	13191344 4/23/21 Svc	698.05	0.00	\$775.42
				77.37	8182032248	13180904 4/26/2021 Svc	77.37	0.00	
	XXXXX2164	05/25/2021	Smart & Final Inc	6.99	715455-050321		6.99	0.00	\$6.99
	XXXXX2165	05/25/2021	SmithGroup Inc	87,040.57	0154386	Civic Center3/27/2021-4/30/2021	87,040.57	0.00	\$87,040.57
	XXXXX2166	05/25/2021	Steven C Dolezal PhD	700.00	04302021		700.00	0.00	\$700.00
	XXXXX2167	05/25/2021	Stewart Training Services	2,741.74	89619	Training Classes 3/9/21-4/22/21	2,741.74	0.00	\$3,851.64
				1,109.90	89621	Training Classes 5/11/2021-5/13/2021	1,109.90	0.00	
	XXXXX2168	05/25/2021	The Health Trust	24,000.00	1	Grant reimbursement for Jul - Dec 2020	24,000.00	0.00	\$24,000.00
	XXXXX2169	05/25/2021	The Home Depot Pro	235.41	570932053		235.41	0.00	\$1,066.64
				831.23	614967875		831.23	0.00	
	XXXXX2170	05/25/2021	Togo's Sunnyvale	386.78	274		386.78	0.00	\$386.78
	XXXXX2171	05/25/2021	Turf & Industrial Equipment Co	528.65	IV39081		528.65	0.00	\$528.65
	XXXXX2172	05/25/2021	Turf Star Inc	642.76	7172226-00		642.76	0.00	\$642.76
	XXXXX2173	05/25/2021	United Rentals	1,673.26	165469049-030		1,673.26	0.00	\$7,159.76
				3,367.64	172295268-023		3,367.64	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				2,118.86	193201332-001		2,118.86	0.00	
	XXXXX2174	05/25/2021	United Site Services of California Inc	1,080.51	114-11854177		1,080.51	0.00	\$1,080.51
	XXXXX2175	05/25/2021	Univar Solutions USA Inc	3,283.85	49126521		3,283.85	0.00	\$3,283.85
	XXXXX2176	05/25/2021	VESTRA Resources Inc	8,815.00	SUNNYVALE_CI.82006-9 REVISED	Service Thru 2/28/2021	8,815.00	0.00	\$8,815.00
	XXXXX2177	05/25/2021	Winsupply of Silicon Valley	110.56	024541 01		110.56	0.00	\$110.56
	XXXXX2178	05/25/2021	Consolidated Parts Inc	109.00	5067198		109.00	0.00	\$109.00
	XXXXX2179	05/25/2021	Caminar Family & Children Services	372.92	1.	Grant reimbursement for Jul-Dec 2020	372.92	0.00	\$372.92
	XXXXX2180	05/25/2021	Ascent Environmental	7,659.00	20200230.01-1	4/11/21 - Sent to Bonnie	7,659.00	0.00	\$17,580.45
				9,921.45	20200230.01-2	4/11/21 - Sent to Bonnie	9,921.45	0.00	
	XXXXX2181	05/25/2021	Associated Infrastructure Mgmt Services	4,796.22	2021-007		4,796.22	0.00	\$4,796.22
	XXXXX2184	05/25/2021	Baker & Taylor	427.96	2035760155		427.96	0.00	\$9,149.99
				33.31	2035846945		33.31	0.00	
				498.29	5016836319		498.29	0.00	
				323.60	5016849326		323.60	0.00	
				51.24	5016881237		51.24	0.00	
				310.03	5016898024		310.03	0.00	
				19.59	5016898045		19.59	0.00	
				33.71	5016898047		33.71	0.00	
				625.94	5016898049		625.94	0.00	
				66.74	5016898051		66.74	0.00	
				6.39	5016898406		6.39	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				108.20	5016898408		108.20	0.00	
				76.86	5016899085		76.86	0.00	
				103.54	5016899087		103.54	0.00	
				120.20	5016899089		120.20	0.00	
				60.90	5016899091		60.90	0.00	
				120.96	5016899093		120.96	0.00	
				573.65	5016899095		573.65	0.00	
				204.02	5016899097		204.02	0.00	
				49.12	5016915532		49.12	0.00	
				29.64	5016916359		29.64	0.00	
				182.47	5016916361		182.47	0.00	
				16.12	5016916363		16.12	0.00	
				400.55	5016916365		400.55	0.00	
				56.47	5016916367		56.47	0.00	
				34.56	5016916450		34.56	0.00	
				488.73	5016916452		488.73	0.00	
				159.92	5016916454		159.92	0.00	
				1,166.34	5016919070		1,166.34	0.00	
				11.53	5016930518		11.53	0.00	
				14.07	5016930520		14.07	0.00	
				15.99	5016930522		15.99	0.00	
				93.85	5016930524		93.85	0.00	
				127.66	5016930526		127.66	0.00	
				68.55	5016930528		68.55	0.00	
				350.56	5016934642		350.56	0.00	
				712.13	H54792790		712.13	0.00	
				58.34	H55157660		58.34	0.00	
				11.13	H55166570		11.13	0.00	
				6.35	H55168960		6.35	0.00	
				774.39	H55203450		774.39	0.00	
				204.14	H55203510		204.14	0.00	
				38.16	H55203770		38.16	0.00	
				75.61	H55241790		75.61	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				23.84	H55265830		23.84	0.00	
				19.33	H55280100		19.33	0.00	
				23.21	H55297030		23.21	0.00	
				19.33	H55298200		19.33	0.00	
				23.21	H55301330		23.21	0.00	
				19.33	H55302000		19.33	0.00	
				15.08	H55302520		15.08	0.00	
				30.17	H55302830		30.17	0.00	
				46.42	H55328660		46.42	0.00	
				18.56	H55367840		18.56	0.00	
	XXXXX2185	05/25/2021	Bay Area Air Quality Management District	16,948.00	4JT20..	Permit Fee for BAAQMD	16,948.00	0.00	\$16,948.00
	XXXXX2186	05/25/2021	Bibliotheca LLC	9,798.97	INV-US43458		9,798.97	0.00	\$9,798.97
	XXXXX2187	05/25/2021	Bound Tree Medical LLC	98.06	83991675		98.06	0.00	\$12,605.62
				98.06	83993254		98.06	0.00	
				65.37	84006687		65.37	0.00	
				230.79	84043856		230.79	0.00	
				6,812.52	84047285		6,812.52	0.00	
				5,300.82	84057413		5,300.82	0.00	
	XXXXX2188	05/25/2021	Caltest Analytical Laboratory	261.00	620721		261.00	0.00	\$261.00
	XXXXX2189	05/25/2021	Carollo Engineers	521,375.41	0196657		521,375.41	0.00	\$521,375.41
	XXXXX2190	05/25/2021	Cengage Learning, Inc	23.53	74184646		23.53	0.00	\$233.35
				33.12	74199221		33.12	0.00	
				16.30	74214256		16.30	0.00	
				96.76	74222750		96.76	0.00	
				63.64	74233308		63.64	0.00	
	XXXXX2191	05/25/2021	Center for Employment Opportunities	3,482.52	11-DS	Payment for Feb. 2021	3,482.52	0.00	\$6,608.52
				3,126.00	11-SSEL	Payment for Feb. 2021	3,126.00	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX2192	05/25/2021	Central Labor Council Partnership	61,460.24	46	Payment for April 2021	61,460.24	0.00	\$61,460.24
	XXXXX2193	05/25/2021	City & County of San Francisco	2,643.03	P2EI-015	Payment for Feb. 2021	2,643.03	0.00	\$2,643.03
	XXXXX2194	05/25/2021	City of San Jose	203.51	0001	Payment for February 2021	203.51	0.00	\$23,658.66
				871.71	0002	Payment for March 2021	871.71	0.00	
				22,583.44	0012-Feb2021	Payment for Feb. 2021	22,583.44	0.00	
	XXXXX2195	05/25/2021	Concentra	195.00	70307269		195.00	0.00	\$4,140.50
				778.50	70464106		778.50	0.00	
				803.50	70528990		803.50	0.00	
				125.00	70604450		125.00	0.00	
				160.00	70675754		160.00	0.00	
				878.50	70750761		878.50	0.00	
				600.00	70821991		600.00	0.00	
				225.00	70894944		225.00	0.00	
				375.00	70961500		375.00	0.00	
	XXXXX2196	05/25/2021	D & M Traffic Services Inc	948.95	75752		948.95	0.00	\$948.95
	XXXXX2197	05/25/2021	Data Ticket Inc	9,000.00	M&S2020		9,000.00	0.00	\$9,000.00
	XXXXX2198	05/25/2021	Dooley Enterprises Inc	5,201.20	59562		5,201.20	0.00	\$9,723.40
				4,522.20	59799		4,522.20	0.00	
	XXXXX2199	05/25/2021	Earth Share of California	39.34	PR202120		39.34	0.00	\$39.34
	XXXXX2200	05/25/2021	Edgar Ochoa	400.00	2021 HOTS Artist Contract #4	5/15/2021 Live Mural Demonstration	400.00	0.00	\$400.00
	XXXXX2201	05/25/2021	Emergency Medical Services Authority	741.00	27680-2009	EMT Renewals 1 EMT reinstatment @\$75 ea	741.00	0.00	\$1,116.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						18 EMT renewals @ \$37 ea = \$666			
				375.00	27680-2010	5 EMT Certifications at \$75 ea.	375.00	0.00	
	XXXXX2202	05/25/2021	Ana Estrada	10.00	512928	Transferred picnic sites, need refund of \$10 difference in fees.	10.00	0.00	\$10.00
	XXXXX2203	05/25/2021	Rays Electric	645.00	05042021	Refund for security deposit of City property rental.	645.00	0.00	\$645.00
	XXXXX2204	05/25/2021	Intuitive Surgical	576,444.96	031721	TIF Reimbursement	576,444.96	0.00	\$576,444.96
	XXXXX2205	05/25/2021	D.R. Horton Bay, Inc.	40,021.33	03.22.2021	Reimbursement of overpaid Developer Fractional In Lieu Fee	40,021.33	0.00	\$40,021.33
	XXXXX2206	05/25/2021	The Shed Shop/Backyard Builders Inc.	137.74	078906	Refund of overpayment. Overpayment.	137.74	0.00	\$137.74
	XXXXX2207	05/25/2021	Aaron's Industrial Pumping	395.00	11572		395.00	0.00	\$395.00
	XXXXX2208	05/25/2021	Airgas USA LLC	583.52	9112336623		583.52	0.00	\$916.82
				333.30	9979618916		333.30	0.00	
	XXXXX2209	05/25/2021	Alhambra	152.48	19768402 010121 WPCP		152.48	0.00	\$1,808.66
				286.68	19768402 020121 WPCP		286.68	0.00	
				259.45	19768402 030121 WPCP		259.45	0.00	
				274.80	19768402		274.80	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					040121 WCPC				
				215.07	19768402 100120 WPCP		215.07	0.00	
				242.54	19768402 110120 WPCP		242.54	0.00	
				377.64	19768402 120120 WPCP		377.64	0.00	
	XXXXX2210	05/25/2021	Alliant Insurance Services Inc	99,031.75	1642576	Extend Builders Risk Coverage for WPCP Project to 02/01/2022	99,031.75	0.00	\$99,031.75
	XXXXX2211	05/25/2021	Alpine Awards Inc	13,941.55	5544608		13,941.55	0.00	\$13,941.55
	XXXXX2212	05/25/2021	Amazon Capital Services Inc	46.38	11RY-3NXF-3THW		46.38	0.00	\$2,841.70
				76.29	13CF-QYXR-W7Y7		76.29	0.00	
				21.45	14H9-CFHL-MNYW		21.45	0.00	
				26.15	167X-KLWP-HLK7		26.15	0.00	
				174.38	16KG-CJQN-9HYN		174.38	0.00	
				76.29	17L6-QRHL-NPDJ		76.29	0.00	
				487.20	17LG-WJFC-JYKC		487.20	0.00	
				107.91	1GJG-YT7D-C4LC		107.91	0.00	
				882.58	1H1V-4RHF-4G4Y		882.58	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				16.99	1HCK-H1DH-DQ69		16.99	0.00	
				61.00	1NJR-9VM4-HM9F		61.00	0.00	
				383.01	1RGW-MMNT-4TW1	DOES NOT EQUAL	383.01	0.00	
				39.22	1RGW-MMNT-GM67		39.22	0.00	
				77.00	1VVN-QXJT-CLC9		77.00	0.00	
				97.98	1WCN-JXHD-1FV1		97.98	0.00	
				21.79	1WJ3-RYFV-37LT		21.79	0.00	
				136.24	1XXN-Q9T6-J9RK		136.24	0.00	
				109.84	1Y94-FHN1-FCCR		109.84	0.00	
	XXXXX2213	05/25/2021	Aon Risk Insurance Services West Inc	4,550.00	8200000294577	Surety Bond for Charles Taylor Director of Public Works. March 19,2021 thru March 19, 2024	4,550.00	0.00	\$11,653.00
				2,577.00	8200000296517	Surety Bond for Finance Manager. To extend current Bond #83BSBHV2061 to 07/01/22.	2,577.00	0.00	
				3,088.00	8200000296518		3,088.00	0.00	
				1,438.00	8200000297328	Surety Bond for Tim Kirby Director of	1,438.00	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						Finance. Extending current bond #83BSBHP1526 07/01/22			
	XXXXX2214	05/25/2021	AppleOne Employment Services	1,341.60	01-5884629		1,341.60	0.00	\$4,674.71
				1,078.31	01-5891597		1,078.31	0.00	
				980.28	01-5898526		980.28	0.00	
				1,274.52	01-5898527		1,274.52	0.00	
	XXXXX2215	05/27/2021	State of CA - Dept of Forestry & Fire	825.00	CERT-FF2AC0023	11 Fire Fighter II Certs	825.00	0.00	\$825.00
	XXXXX2216	05/27/2021	State of CA - Dept of Forestry & Fire	1,650.00	CERT-FF1AC0371	11 Fire Fighter I Certs	1,650.00	0.00	\$1,650.00
	XXXXX2217	05/27/2021	Ranjan Roy	139.00	21-142	Reimbursement to NOVA participant for PMP membership. WIOA #5643267	139.00	0.00	\$139.00
	XXXXX2218	05/27/2021	Celena Turney	41.08	21-145	"Guide to the Project Management Body of Knowledge". WIOA #5641937	41.08	0.00	\$41.08
	XXXXX2219	05/27/2021	Jennifer Kern-Forward	544.00	21-143	Reimbursement to NOVA participant for PMP Membership & Exam. WIOA #5643019	544.00	0.00	\$544.00
	XXXXX2220	05/27/2021	Academy of Truck Driving Inc	490.00	2011	Training invoice #19-03-201-04. WIOA #5642353	490.00	0.00	\$490.00
	XXXXX2221	05/27/2021	Alhambra	240.11	19768402 050121 WPCP		240.11	0.00	\$240.11
	XXXXX2222	05/27/2021	Allstar Fire Equipment Inc	839.30	230387		839.30	0.00	\$839.30
	XXXXX2223	05/27/2021	Amazon Capital	86.98	13NY-Q3K7-		86.98	0.00	\$1,206.34

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Services Inc		QCVM				
				52.86	14PH-FP67-3D9M		52.86	0.00	
				67.02	1FLD-T7HY-1W3Q		67.02	0.00	
				145.72	1FLD-T7HY-TRGL		145.72	0.00	
				19.62	1JXQ-FR1Y-PVP1		19.62	0.00	
				249.62	1N1P-PF4D-69FH		249.62	0.00	
				184.10	1QDD-X9FW-6RXX		184.10	0.00	
				51.22	1R7Q-6FPG-C934		51.22	0.00	
				72.91	1TFD-D7RY-1MTT		72.91	0.00	
				206.61	1TLV-PNCH-4XPW		206.61	0.00	
				19.60	1TLW-LXNJ-F9YM		19.60	0.00	
				50.08	1WK3-FLYX-J4NP		50.08	0.00	
	XXXXX2224	05/27/2021	American Fidelity Administrative Svcs	663.30	49501		663.30	0.00	\$3,414.40
				663.30	50269		663.30	0.00	
				2,087.80	50676.		2,087.80	0.00	
	XXXXX2225	05/27/2021	AmfaSoft Corp	300.00	YEVGENIYA-04	Training for participant #19-14-1194-45. WIOA #5463107	300.00	0.00	\$900.00
				600.00	ZOLA-02	Training for participant #19-04-1170-41. WIOA	600.00	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						#5643098			
	XXXXX2226	05/27/2021	AppleOne Employment Services	804.96	01-5772813		804.96	0.00	\$2,117.84
				1,312.88	01-5907852		1,312.88	0.00	
	XXXXX2227	05/27/2021	Atco International	3,597.00	I0573652		3,597.00	0.00	\$3,597.00
	XXXXX2228	05/27/2021	Bay Area Air Quality Management District	239.00	T126112		239.00	0.00	\$239.00
	XXXXX2229	05/27/2021	Best Best & Krieger LLP	212.50	904712		212.50	0.00	\$559.00
				346.50	904713		346.50	0.00	
	XXXXX2230	05/27/2021	Black & Veatch Corp	82,153.58	1337719		82,153.58	0.00	\$82,153.58
	XXXXX2231	05/27/2021	Burke Williams & Sorensen LLP	1,150.50	268676		1,150.50	0.00	\$1,150.50
	XXXXX2232	05/27/2021	California Science and Tech University	1,200.00	162	WIOA #5642409 & #5642516. Training payment for participant #19-18- 1136-06 & #19-18- 1136-08	1,200.00	0.00	\$1,200.00
	XXXXX2233	05/27/2021	CimexTek Inc	225.00	9511		225.00	0.00	\$225.00
	XXXXX2234	05/27/2021	City of San Jose	6,900.00	0010 - Apr.	Payment for the period April 2021	6,900.00	0.00	\$6,900.00
	XXXXX2235	05/27/2021	Concentra	150.00	71105909		150.00	0.00	\$345.00
				100.00	71180923		100.00	0.00	
				95.00	71264544		95.00	0.00	
	XXXXX2236	05/27/2021	Dell Marketing LP	427.90	10474807560		427.90	0.00	\$6,738.27
				6,310.37	10478877180		6,310.37	0.00	
	XXXXX2237	05/27/2021	El Andar Translation	99.72	4412		99.72	0.00	\$99.72
	XXXXX2238	05/27/2021	FedEx	7.65	7-357-29591	Contract Recipient: EDD Contract Analyst MIC; ship	7.65	0.00	\$7.65

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						date 4/21/2021			
	XXXXX2239	05/27/2021	FleetPride Inc	104.77	69665827		104.77	0.00	\$104.77
	XXXXX2240	05/27/2021	FotosByFlee	4,000.00	7012		4,000.00	0.00	\$4,000.00
	XXXXX2241	05/27/2021	General Datatech LP	46,542.18	90355911		46,542.18	0.00	\$46,542.18
	XXXXX2242	05/27/2021	Goodyear Commercial Tire & Service Ctr	254.23	189-1106502		254.23	0.00	\$254.23
	XXXXX2243	05/27/2021	Graniterock Co	2,956.88	1290172		2,956.88	0.00	\$9,149.79
				6,192.91	1304067		6,192.91	0.00	
	XXXXX2244	05/27/2021	Haute Cuisine Inc	620.00	291-2021		620.00	0.00	\$620.00
	XXXXX2245	05/27/2021	HDR Engineering Inc	7,926.85	1200348180		7,926.85	0.00	\$7,926.85
	XXXXX2246	05/27/2021	HydroScience Engineers Inc	5,098.75	262001113		5,098.75	0.00	\$5,098.75
	XXXXX2247	05/27/2021	Intex Auto Parts	814.33	2-11713-15		814.33	0.00	\$814.33
	XXXXX2248	05/27/2021	ITRON Inc	10,438.92	582408		10,438.92	0.00	\$10,438.92
	XXXXX2249	05/27/2021	James Green	100.00	Artist Contract #3	Stipend for creation of instructional video for Hands on the Arts event, per attached contract.	100.00	0.00	\$100.00
	XXXXX2250	05/27/2021	JWC Environmental Inc	373.33	105478		373.33	0.00	\$373.33
	XXXXX2251	05/27/2021	Keenan & Associates	37,127.08	256766	Workers Comp Admin Fee Installment 6 of 12	37,127.08	0.00	\$37,127.08
	XXXXX2252	05/27/2021	Liebert Cassidy Whitmore	72.00	1520261	Svc Thru 4/30/2021	72.00	0.00	\$8,786.95
				8,714.95	1520262	Svc Thru 4/30/2021	8,714.95	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX2253	05/27/2021	Mountain View/Los Altos High School Dist	35.00	04272021	19-06-201-06 Katharina Neubrand	35.00	0.00	\$35.00
	XXXXX2254	05/27/2021	Office Depot Inc	-18.52	171365059001	Invoice 168790324001	-18.52	0.00	\$1,347.78
				215.71	172468919001	Phyllis Chan 5/24/2021	215.71	0.00	
				29.41	173774044001	Frances Morales 5/19/2021	29.41	0.00	
				33.98	173836562001	Rebecca Montalvo 5/19/2021	33.98	0.00	
				950.33	174167139001	Thao Nguyen 5/19/2021	950.33	0.00	
				16.75	174167140001	Thao Nguyen 5/19/2021	16.75	0.00	
				56.06	174856957001	Katrina Holden 5/25/2021	56.06	0.00	
				64.06	175604995001	Rebecca Montalvo 5/24/2021	64.06	0.00	
	XXXXX2255	05/27/2021	Otis Elevator Company	618.00	SJ25982001		618.00	0.00	\$14,537.50
				808.50	SJ25985001		808.50	0.00	
				4,327.00	SJ25986001		4,327.00	0.00	
				8,039.00	SJ25987001		8,039.00	0.00	
				745.00	SJ25989001		745.00	0.00	
	XXXXX2256	05/27/2021	P&R Paper Supply Co Inc	-98.03	30374192-00	Apply to Inv. #30372474-01	-98.03	0.00	\$4,568.69
				173.28	30374632-00		173.28	0.00	
				4,493.44	30375335-00		4,493.44	0.00	
	XXXXX2257	05/27/2021	Pacific Gas & Electric Co	567.15	0607513452-5 0421	Traffic Signals	567.15	0.00	\$11,194.65
				10,627.50	3564259466-3 0421	Traffic Signals	10,627.50	0.00	
	XXXXX2258	05/27/2021	Portnov Computer School	595.00	05-01-21	19-07-1170-13 Hanna Mazur	595.00	0.00	\$595.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX2259	05/27/2021	Pro-Sweep Inc	856.96	291801	April 2021	856.96	0.00	\$1,392.56
				535.60	291802	April 2021	535.60	0.00	
	XXXXX2260	05/27/2021	Reed & Graham Inc	981.98	000434	\$51.68 Discount By 6/7/2021	1,033.66	51.68	\$22,567.92
				17,700.96	000434a	\$931.63 Discount By 6/7/2021	18,632.59	931.63	
				3,784.31	000754	\$199.17 Discount By 6/12/2021	3,983.48	199.17	
				100.67	000754a	\$5.30 Discount By 6/12/2021	105.97	5.30	
	XXXXX2261	05/27/2021	County of Santa Clara	2,530.25	CEQA - Rehabilitation of Storm Drain Outfall at Re	County filing of CEQA and NOD. Rehabilitation of Storm Drain Outfall at Remington Court. DPW Project No. UY-17-01	2,530.25	0.00	\$2,530.25
	XXXXX2262	05/27/2021	Shred-It USA LLC	82.72	8181924146	13180534 4/5/2021 Svc	82.72	0.00	\$82.72
	XXXXX2263	05/27/2021	Silicon Valley Ergonomics LLC	225.00	SVL1011		225.00	0.00	\$225.00
	XXXXX2264	05/27/2021	Silicon Valley Polytechnic Institute	300.00	05052021-741	19-11-1170-23 Lila Aminian	300.00	0.00	\$8,700.00
				300.00	05052021-742	19-11-1170-24 Steven Buhler	300.00	0.00	
				2,700.00	05052021-743	19-11-1170-25 Lila Aminian	2,700.00	0.00	
				2,700.00	05052021-744	19-11-1170-24 Steven Buhler	2,700.00	0.00	
				2,700.00	05122021-745	19-11-501-27 Phuong Vo	2,700.00	0.00	
	XXXXX2265	05/27/2021	SiteOne Landscape Supply LLC	3,353.66	106482634-001		3,353.66	0.00	\$4,496.00
				1,142.34	108497037-		1,142.34	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					001				
	XXXXX2266	05/27/2021	Staples Inc	27.54	3475807560	Summary Inv 8062086640 Chaunacey Dunklee4/20/21	27.54	0.00	\$43.62
				9.85	3475807565	Summary Inv 8062086640 Chaunacey Dunklee 4/28/2021	9.85	0.00	
				6.23	3477286750	Summary Inv 8062281388 Thao Nguyen 4/29/23021	6.23	0.00	
	XXXXX2267	05/27/2021	Sustainable Turf Science Inc	1,956.55	5704		1,956.55	0.00	\$1,956.55
	XXXXX2268	05/27/2021	Target Specialty Products Inc	587.25	NVP5003884 43		587.25	0.00	\$587.25
	XXXXX2269	05/27/2021	The Consulting Team LLC	1,500.00	1134		1,500.00	0.00	\$1,500.00
	XXXXX2270	05/27/2021	Thomas Plumbing Inc	265.00	5460		265.00	0.00	\$2,328.19
				312.00	6522		312.00	0.00	
				660.00	6536		660.00	0.00	
				1,091.19	6539		1,091.19	0.00	
	XXXXX2271	05/27/2021	TMT Enterprises Inc	2,420.37	08729		2,420.37	0.00	\$2,420.37
	XXXXX2272	05/27/2021	Turf & Industrial Equipment Co	16.34	IV38573		16.34	0.00	\$16.34
	XXXXX2273	05/27/2021	UC Regents	1,155.00	1087561-212	19-13-201-28 Jeremy Orr	1,155.00	0.00	\$1,155.00
	XXXXX2274	05/27/2021	University of California Santa Cruz	592.41	58477	17-15-501-194 Rejy Mathen	592.41	0.00	\$11,491.61
				407.50	58806	19-14-1170-89 Veronika Babonics	407.50	0.00	
				457.00	58854	19-14-501-107	457.00	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						Jacobus Muusse			
				294.45	58902	19-14-201-105 Sergei Starov	294.45	0.00	
				362.25	58906	19-14-201-115 Daniela Wingham	362.25	0.00	
				409.00	58917	19-14-201-118 Vedrana Pantic	409.00	0.00	
				263.50	58940	19-14-1170-126 John Little	263.50	0.00	
				281.50	58984	19-14-501-129 Ashok Shanmugam	281.50	0.00	
				3,024.00	59075	19-14-201-170 Timothy Danner	3,024.00	0.00	
				5,400.00	59081	19-14-501-165 Franklin Liu	5,400.00	0.00	
	XXXXX2275	05/27/2021	Valley Water	6,485.28	GM102818	Apr 2021 Groundwater Extraction Charges	6,485.28	0.00	\$6,485.28
	XXXXX2276	05/27/2021	W G Fritz Construction Inc	3,536.95	4404		3,536.95	0.00	\$3,536.95
	XXXXX2277	05/27/2021	WMH Corporation	21,655.00	17-BUC-13_R1	Bernardo Undercrossing Thru 11/29/2020	21,655.00	0.00	\$45,883.75
				24,228.75	17-BUC-14	Bernardo Undercrossing Thru 2/28/2021	24,228.75	0.00	
	XXXXX2278	05/27/2021	Woodard & Curran Inc	5,897.25	190197	Collection System Expansion & Capacity Assessment P/E 5/7/2021	5,897.25	0.00	\$5,897.25
	XXXXX2279	05/27/2021	WOWzy Creation Corp	127.78	94720		127.78	0.00	\$503.65
				127.78	94866		127.78	0.00	
				120.31	94876		120.31	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				127.78	94877		127.78	0.00	
	XXXXX2280	05/27/2021	Zenner USA, Inc	4,630.77	0059736-IN		4,630.77	0.00	\$4,630.77
	XXXXX2281	05/27/2021	Lisa G Rosenblum	22.39	June 2021	Medical Reimbursement June 2021	22.39	0.00	\$22.39
	XXXXX2282	05/27/2021	Ann Durkes	40.70	June 2021	Medical Reimbursement June 2021	40.70	0.00	\$40.70
	XXXXX2283	05/27/2021	Charles Eaneff	708.56	June 2021	Medical Reimbursement June 2021	708.56	0.00	\$708.56
	XXXXX2284	05/27/2021	Lynne Kilpatrick	40.02	June 2021	Medical Reimbursement June 2021	40.02	0.00	\$40.02
	XXXXX2285	05/27/2021	Dean Russell	2,074.83	June 2021	Medical Reimbursement June 2021	2,074.83	0.00	\$2,074.83
	XXXXX2286	05/27/2021	Albert Scott	54.62	June 2021	Medical Reimbursement June 2021	54.62	0.00	\$54.62
	XXXXX2287	05/27/2021	Robert Van Heusen	891.22	June 2021	Medical Reimbursement June 2021	891.22	0.00	\$891.22
	XXXXX2288	05/27/2021	Glenn Fortin	471.62	June 2021	Medical Reimbursement June 2021	471.62	0.00	\$471.62
	XXXXX2289	05/27/2021	Nancy Steward	708.56	June 2021	Medical Reimbursement June 2021	708.56	0.00	\$708.56
	XXXXX2290	05/27/2021	WEX Health Inc	1,119.00	0001326976-IN	March 2021	1,119.00	0.00	\$2,274.50
				1,155.50	0001341327-IN	April 2021	1,155.50	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX2291	05/27/2021	Department of Consumer Affairs	180.00	C65056-21	Payment for Professional Engineering License Renewal for Eric Evans.	180.00	0.00	\$180.00
	XXXXX2292	05/27/2021	Kompan Inc	146.28	INV104713		146.28	0.00	\$146.28
	XXXXX2293	05/27/2021	Bay Area Air Quality Management District	657.00	T126086		657.00	0.00	\$657.00
	XXXXX2294	05/27/2021	Bay Area Air Quality Management District	518.00	T126085	Annual Permit Renewal Invoice	518.00	0.00	\$518.00
EFT	XXXXX2442	05/25/2021	Gerardo L Medina	51.23	EXP0015874 077	Misc In-N-Out Burger 05-07-21	51.23	0.00	\$51.23
	XXXXX2443	05/25/2021	Kory I Muraoka	500.00	EXP0015561 408	Misc Reimbursement 03/30/2021	500.00	0.00	\$500.00
	XXXXX2444	05/25/2021	Mark William Jorgensen	150.00	EXP0015778 350	Travel Elk Grove 050921	150.00	0.00	\$150.00
	XXXXX2445	05/25/2021	Daniel L Moskowitz	264.14	EXP0015919 061	Travel Orange 051221	264.14	0.00	\$264.14
	XXXXX2537	05/27/2021	KATHLEEN FRANCO SIMMONS	414.72	June 2021	Medical Reimbursement June 2021	414.72	0.00	\$414.72
	XXXXX2538	05/27/2021	KELLY FITZGERALD	531.62	June 2021	Medical Reimbursement June 2021	531.62	0.00	\$531.62
	XXXXX2539	05/27/2021	KELLY MENEHAN	327.31	June 2021	Medical Reimbursement June 2021	327.31	0.00	\$327.31
	XXXXX2540	05/27/2021	KLAUS DAEHNE	629.27	June 2021	Medical Reimbursement June 2021	629.27	0.00	\$629.27
	XXXXX2541	05/27/2021	MARK G PETERSEN	2,398.81	June 2021	Medical Reimbursement June 2021	2,398.81	0.00	\$2,398.81

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX2542	05/27/2021	MARK STIVERS	54.62	June 2021	Medical Reimbursement June 2021	54.62	0.00	\$54.62
	XXXXX2543	05/27/2021	Michael Spath	2,074.83	June 2021	Medical Reimbursement June 2021	2,074.83	0.00	\$2,074.83
	XXXXX2544	05/27/2021	MIKE ECCLES	169.76	June 2021	Medical Reimbursement June 2021	169.76	0.00	\$169.76
	XXXXX2545	05/27/2021	PETE GONDA	2,074.83	June 2021	Medical Reimbursement June 2021	2,074.83	0.00	\$2,074.83
	XXXXX2546	05/27/2021	ROBERT WALKER	1,485.37	June 2021	Medical Reimbursement June 2021	1,485.37	0.00	\$1,485.37
	XXXXX2547	05/27/2021	RONALD DALBA	882.62	June 2021	Medical Reimbursement June 2021	882.62	0.00	\$882.62
	XXXXX2548	05/27/2021	SCOTT MORTON	659.90	June 2021	Medical Reimbursement June 2021	659.90	0.00	\$659.90
	XXXXX2549	05/27/2021	SILVIA MARTINS	421.95	June 2021	Medical Reimbursement June 2021	421.95	0.00	\$421.95
	XXXXX2550	05/27/2021	SIMON C LEMUS	1,622.00	June 2021	Medical Reimbursement June 2021	1,622.00	0.00	\$1,622.00
	XXXXX2551	05/27/2021	STEPHEN QUICK	1,465.80	June 2021	Medical Reimbursement June 2021	1,465.80	0.00	\$1,465.80
	XXXXX2552	05/27/2021	STEVEN D PIGOTT	571.93	June 2021	Medical Reimbursement June 2021	571.93	0.00	\$571.93
	XXXXX2553	05/27/2021	TAMMY PARKHURST	421.95	June 2021	Medical	421.95	0.00	\$421.95

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						Reimbursement June 2021			
	XXXXX2554	05/27/2021	THERESE BALBO	1,198.96	June 2021	Medical Reimbursement June 2021	1,198.96	0.00	\$1,198.96
	XXXXX2555	05/27/2021	TIM CARLYLE	757.62	June 2021	Medical Reimbursement June 2021	757.62	0.00	\$757.62
	XXXXX2556	05/27/2021	TIM JOHNSON	54.62	June 2021	Medical Reimbursement June 2021	54.62	0.00	\$54.62
	XXXXX2557	05/27/2021	VINCENT CHETCUTI	2,433.06	June 2021	Medical Reimbursement June 2021	2,433.06	0.00	\$2,433.06
	XXXXX2558	05/27/2021	WILLIAM BIELINSKI	421.95	June 2021	Medical Reimbursement June 2021	421.95	0.00	\$421.95
	XXXXX2559	05/27/2021	Damon Kalahale	150.95	EXP0000162 84625	Elementary statistics fy20/21	150.95	0.00	\$251.57
				100.62	EXP0000162 84650	Math 63x fy20/21	100.62	0.00	
	XXXXX2560	05/27/2021	Susan M Van Dyne	50.00	EXP0015911 322	Misc Target 05/20/21	50.00	0.00	\$50.00
	XXXXX2561	05/27/2021	Dzanh K Le	217.00	EXP0000161 89155	Travel Folsom 051621	217.00	0.00	\$217.00
	XXXXX2562	05/27/2021	Richard D Hall	194.17	EXP0000161 89157	Misc HomeDepot 5/18/2021	194.17	0.00	\$194.17
	XXXXX2563	05/27/2021	Steven Michael Gorshe	729.37	EXP0015601 813	Travel San Bernardino 042621	729.37	0.00	\$729.37
	XXXXX2564	05/27/2021	David C Larks	160.80	EXP0015857 364	Travel San Pablo 051221	160.80	0.00	\$160.80
	XXXXX2565	05/27/2021	Kira Reid	160.35	EXP0015919 211	Travel San Pablo 051221	160.35	0.00	\$160.35
	XXXXX2566	05/27/2021	ABEL A VARGAS	170.74	June 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 June 2021			
	XXXXX2567	05/27/2021	AIMEE FOSBENNER	202.70	June 2021	Medical Reimbursement June 2021	202.70	0.00	\$202.70
	XXXXX2568	05/27/2021	ALI FATAPOUR	1,648.34	June 2021	Medical Reimbursement June 2021	1,648.34	0.00	\$1,648.34
	XXXXX2569	05/27/2021	Anthony Pineda	2,433.06	June 2021	Medical Reimbursement June 2021	2,433.06	0.00	\$2,433.06
	XXXXX2570	05/27/2021	BRICE MCQUEEN	1,648.34	June 2021	Medical Reimbursement June 2021	1,648.34	0.00	\$1,648.34
	XXXXX2571	05/27/2021	BYRON K PIPKIN	945.62	June 2021	Medical Reimbursement June 2021	945.62	0.00	\$945.62
	XXXXX2572	05/27/2021	CARL RUSHMEYER	1,148.08	June 2021	Medical Reimbursement June 2021	1,148.08	0.00	\$1,148.08
	XXXXX2573	05/27/2021	CATHY HAYNES	904.30	June 2021	Medical Reimbursement June 2021	904.30	0.00	\$904.30
	XXXXX2574	05/27/2021	CHRIS CARRION	1,048.78	June 2021	Medical Reimbursement June 2021	1,048.78	0.00	\$1,048.78
	XXXXX2575	05/27/2021	CORYN CAMPBELL	421.95	June 2021	Medical Reimbursement June 2021	421.95	0.00	\$421.95
	XXXXX2576	05/27/2021	DAN HAMMONS	1,372.78	June 2021	Medical Reimbursement June 2021	1,372.78	0.00	\$1,372.78
	XXXXX2577	05/27/2021	DAVID KAHN	552.96	June 2021	Medical Reimbursement June	552.96	0.00	\$552.96

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						2021			
	XXXXX2578	05/27/2021	DAVID L VERBRUGGE	2,074.83	June 2021	Medical Reimbursement June 2021	2,074.83	0.00	\$2,074.83
	XXXXX2579	05/27/2021	DAYTON W K PANG	2,433.06	June 2021	Medical Reimbursement June 2021	2,433.06	0.00	\$2,433.06
	XXXXX2580	05/27/2021	DEAN CHU	1,145.09	June 2021	Medical Reimbursement June 2021	1,145.09	0.00	\$1,145.09
	XXXXX2581	05/27/2021	DON JOHNSON	552.96	June 2021	Medical Reimbursement June 2021	552.96	0.00	\$552.96
	XXXXX2582	05/27/2021	DOUGLAS MORETTO	1,148.08	June 2021	Medical Reimbursement June 2021	1,148.08	0.00	\$1,148.08
	XXXXX2583	05/27/2021	ENCARNACION HERNANDEZ	142.76	June 2021	Medical Reimbursement June 2021	142.76	0.00	\$142.76
	XXXXX2584	05/27/2021	ESTRELLA KAWCZYNSKI	181.48	June 2021	Medical Reimbursement June 2021	181.48	0.00	\$181.48
	XXXXX2585	05/27/2021	GAIL SWEGLES	101.14	June 2021	Medical Reimbursement June 2021	101.14	0.00	\$101.14
	XXXXX2586	05/27/2021	GARY LUEBBERS	141.40	June 2021	Medical Reimbursement June 2021	141.40	0.00	\$141.40
	XXXXX2587	05/27/2021	GREGORY E KEVIN	757.62	June 2021	Medical Reimbursement June 2021	757.62	0.00	\$757.62
	XXXXX2588	05/27/2021	JAMES BOUZIANE	1,048.78	June 2021	Medical Reimbursement June 2021	1,048.78	0.00	\$1,048.78

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXXX2589	05/27/2021	JANICE BROUSSARD	659.90	June 2021	Medical Reimbursement June 2021	659.90	0.00	\$659.90
	XXXXXX2590	05/27/2021	JEFFREY PLECQUE	1,231.62	June 2021	Medical Reimbursement June 2021	1,231.62	0.00	\$1,231.62
	XXXXXX2591	05/27/2021	JEROME P AMMERMAN	659.90	June 2021	Medical Reimbursement June 2021	659.90	0.00	\$659.90
	XXXXXX2592	05/27/2021	JOHN S WITTHAUS	1,648.34	June 2021	Medical Reimbursement June 2021	1,648.34	0.00	\$1,648.34
	XXXXXX2593	05/27/2021	KAREN WOBLESKY	1,622.00	June 2021	Medical Reimbursement June 2021	1,622.00	0.00	\$1,622.00
Grand Total				3,299,302.26			3,301,124.36	1,822.10	\$3,299,302.26



City of Sunnyvale

Agenda Item

21-0463

Agenda Date: 6/15/2021

REPORT TO COUNCIL

SUBJECT

Adopt a Resolution to Approve Road Maintenance and Rehabilitation Proposed Projects List for the Road Repair and Accountability Act of 2017 - Local Streets and Roads (SB1) Funding Program

BACKGROUND

On April 28, 2017, the Governor signed Senate Bill 1 (SB1), which is known as the Road Repair and Accountability Act of 2017. SB1 increases fuel excise taxes, diesel fuel sales tax, and vehicle registration fees, which are utilized to address basic road maintenance, rehabilitation and critical safety needs on both the state highway and local streets and road system.

The City received \$2.9 million in SB1 funding for the capital paving program in FY2020/21. The program provides for ongoing roadway infrastructure preservation and rehabilitation to maintain Sunnyvale's overall street network in "good" condition. Projects in past fiscal years included milling, wedge-grinding and overlay, cold in place roadway recycling, crack sealing, street patching and slurry sealing. Maintaining Sunnyvale streets in very good condition is essential to a functioning transportation network, maintaining the economic vitality of the City and enhancing the quality of life.

EXISTING POLICY

General Plan Chapter 3, Land Use and Transportation element:

*Goal A: Protect the quality of life, the natural environment, and property investment, preserve home rule, secure fair share funding, and provide leadership in the region.

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.

DISCUSSION

SB1 requires a city receiving funds to sustain a maintenance of effort (MOE) by spending at least the annual average of its general fund expenditures on streets. In FY 2019/20, the City expended approximately \$11.8 million on MOE eligible projects in the General Fund. A city may spend its SB1 funds on transportation priorities other than road maintenance and rehabilitation if the city's average Pavement Condition Index (PCI) meets or exceeds 80. The City's current PCI is 77.

The City's annual SB1 funding share is estimated to be \$3 million in FY 2021/22. Prior to receiving funds and before July 1, 2021, the City must submit to the California Transportation Commission (CTC) a list of streets projects proposed to receive these funds (Attachment 1). These projects must also be approved by the City Council at a regularly scheduled public meeting, along with a Resolution

adopting the list of projects for Fiscal Year 2021/22 funded by SB1: The Road Repair and Accountability Act of 2017 (Attachment 2).

Attachment 1 identifies most of the streets in Sunnyvale that currently have a PCI less than 80, based upon a survey of the pavement condition in the City. This updated list represents the street segments in the City that will be considered for improvements funded by SB1 over the next few years. Specific projects will be identified and selected for construction depending upon several variables, including severity, utility conflicts, new development, preservation or restoration process selected, proximity and coordination with other projects. Target improvement of the PCI for each segment is included based upon conceptual treatment considerations. Specific treatments may differ, depending upon specific detailed field and design consideration. Approval of the list meets the requirements of the CTC for purposes of SB1 funding. Subsequently, to meet the requirement of future year SB1 funds, this list will be updated every year for Council consideration and approval.

FISCAL IMPACT

The City is expected to receive approximately \$3 million annually in SB1 funds. However, the impact of the COVID-19 Pandemic has made funding uncertain. RMRA funds are based on fuel consumption, and therefore, it is likely there will be at least a short-term decline in revenue from this source over the coming year or more. The City can spend SB1 funds to support its pavement maintenance and rehabilitation efforts. It can also use these funds for other transportation initiatives and priorities after reaching the program goal of PCI 80. The FY 2021/22 Budget includes the allocation of these funds to pavement maintenance for the entire twenty-year planning period.

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.

STAFF RECOMMENDATION

Adopt a Resolution to Approve the Road Maintenance and Rehabilitation Updated Proposed Projects List for the Road Repair and Accountability Act of 2017 - Local Streets and Roads Funding Program and find the action exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15378(b)(4) as 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.

Prepared by: Tamara Davis, Senior Management Analyst

Reviewed by: Chip Taylor, Director, Public Works

Reviewed by: Tim Kirby, Director, Finance

Reviewed by: Jaqui Guzmán, Deputy City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Master List of Proposed Street Segments
2. Draft Resolution FY 2021/22 Projects for FY 2021/22 Funded by SB 1

Streets Proposed for PCI Raising Projects for SWB1 and Other Funding

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Caribbean	Moffett Park ctr	Pavement change 237 overp	78	86
Caribbean	Crossman ctr	Twin Creeks ctr	53	75
Caribbean	Twin Creeks ctr	Moffett Park ctr	68	88
Caribbean	Mathilda	Borregas ctr	69	89
Mathilda	5th ctr	Innovation Way ctr	69	89
Mathilda	Bordeaux ctr	Java ctr	68	88
Bernardo	Heatherstone ctr	Knickerbocker ctr	62	82
Bernardo	Remington ctr	Fremont n/s	68	88
Bernardo	Knickerbocker ctr	Remington ctr	69	89
Bernardo	El Camino Real s/s	Heatherstone ctr	55	77
Tasman	Fair Oaks	Vienna ctr	81	90
Tasman	Vienna ctr	Lawrence Expwy e/s	75	83
Tasman	Lawrence Expwy e/s	Birchwood ctr	68	88
Tasman	Birchwood ctr	Adobe Wells ctr	63	83
Tasman	Adobe Wells ctr	Reamwood ctr	67	87
Tasman	Reamwood ctr	west side channel	80	90
Wolfe	Evelyn ctr	Reed/OSFR ctr	78	86
Wolfe	Reed/OSFR ctr	Iris ctr	78	86
Wolfe	Iris ctr	Gary ctr	81	90
Wolfe	Gary ctr	Maria ctr	78	86
Wolfe	Maria ctr	El Camino Real n/s	70	90
Java	Mathilda	Bordeaux ctr	52	72
Java	Bordeaux ctr	Borregas ctr	80	90
Java	Borregas ctr	Geneva ctr	69	89
Java	Geneva ctr	Crossman ctr	75	84
Java	Crossman ctr	237 overpass	82	89
OSFR	Fair Oaks e/s	Gail ctr	65	100
OSFR	Gail ctr	Wolfe w/s	69	100
Noranda	Homestead	West end	56	100
Mango	Heathersone s/s	Knickerbocker n/s	59	100
Britton	Wolfe	Taylor	46	100
Taylor	Fair Oaks e/s	Britton	52	100
Murphy	Olive s/s	El Camino Real	53	75
Murphy	Iowa s/s	Olive n/s	62	84
Rosalia	Bryant	s/o 1348	28	100
Navarro	Elizabeth s/s	Marion	30	100

Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Kinross Ct	Blackhawk	East end	33	100
Arlington Ct	Peach	East end	36	100
Lyrelake Ct	Lakefair	South end	37	100
Huckleberry Ct	Ticonderoga	West end	37	100
Adonis Ct	Palmetto	West end	40	100
Bidwell	Mary	Piedra e/s	40	100
Mt View/Alviso	Forgewood ctr	Calabazas Creek	40	100
Lotuslake Ct	Lakefair	North end	41	100
Kinglet Ct	Parnell	South end	41	100
Pomelo Ct	Trenton	North end	43	100
Duane	West end	Pine w/s	43	100
Enderby	Cascade n/s	North end	44	100
Oxford	Robin	Bernardo	44	100
Crawford	Mathilda	West end	44	100
Celilo	Colinton w/s	Enderby	45	100
Benton	Lochinvar s/s	South end	45	100
Radcliff Ct	Pepper	West end	45	100
Washington	Sunnyvale e/s	Bayview w/s	45	100
Belfast Ct	Bobwhite	West end	46	100
Cascade	Selo ctr	Sydney ctr	47	100
Cezanne	Old San Francisco Rd	El Camino Real n/s	48	100
Lark	Linnet	Shetland	48	100
Nandina	Quintina w/s	Roble	48	100
Lorne	Swallow e/s	East end	48	100
Thompson	DeGuigne	West end	48	100
Roosevelt	Taylor n/s	Arques	48	100
Gail	175 ft s/o Gary	Linden	49	100
Hendon Ct	Blackhawk	East end	50	100
Humber Ct	Blackhawk	East end	50	100
Helena	Bernardo	Wright w/s	51	73
Queenstown Ct	Endicott	West end	51	73
Carrick Ct	Bobwhite	West end	51	73
Murre	Exmoor	Meadowlark	51	73
Alamitos	Ayala	Coronado e/s	51	73
Palomar	Almanor	Del Rey	52	74
Pierino	Gavello s/s	South end	52	74
Nelson	Fremont	South end	52	74
Deroche Ct	Cascade	North end	52	74
Torrington	Hollenbeck e/s	Snowberry Ct ctr	52	74
Pin Oak	Evelyn	Bluebonnet	52	74

Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Lochness Ct	Quail	West end	52	74
Lakeside	Oakmead s/s	Titan	52	74
Iowa	Pastoria e/s	Mathilda w/s	52	74
Mary	Fremont s/s	Cascade ctr	52	100
Calgary	Pendleton n/s	South end	53	75
Havre Ct, East	Havre	South end	53	75
Ashbourne	Fieldfair ctr	Flicker e/s	53	75
Cascade	Prince Edward ctr	Selo ctr	53	75
Endicott	Revelstoke ctr	Saskatchewan e/s	53	75
Benton	Kensington	Lochinvar n/s	53	75
Olive	Central ctr	Fair Oaks w/s	53	75
Acalanes	Ayala s/s	Washington n/s	53	75
San Patricio	Coachella s/s	Duane	53	75
Bordeaux	Mathilda e/s	Java n/s	53	100
Lakeside	Titan	Arques	53	75
Peekskill	Knickerbocker	Prune Ct ctr	54	76
Maraschino	Sherwood	Ticonderoga	54	76
Cheyenne	Owen Sound ctr	Valcartier	54	76
Alberta	Hollenbeck	Quebec Ct ctr	54	76
Fort Laramie	Revelstoke n/s	Valcartier	54	76
Cedar	West dead end	Bartlett	54	76
Blue Sage	Jacaranda w/s	Liquidamber w/s	54	76
Oriole	Dunford	Exmoor s/s	54	76
Greenwich	Orange w/s	Peach	54	76
Lochinvar	creek e/s	Waxwing ctr	54	100
Wolfe	Marion ctr	Inverness ctr	54	100
Mary	Central Expwy	California ctr	54	100
Remington	Bernardo e/s	Lime ctr	55	100
Offenbach	Gainsborough w/s	Manet	55	77
Mesquite	Iris	Lantana	55	77
Harking	Nisqually	New Brunswick	55	77
Bedford	1401 Bedford n/pl	The Dalles n/s	55	77
Gambier Ct	The Dalles	South End	55	77
Carlow Ct	Bittern	West end	55	77
Connemara	Svale/Stoga	Bittern w/s	55	77
Azalea	Aster	Bluebonnet	55	77
Iris	Henderson ctr	Silver Tip e/s	55	77
Senna Ct	Aster	South end	55	77

Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Calico Ct	Gail	West end	55	77
Parrot	Glenbar	Inverness	55	77
Booker	Mathilda	Fence end of Booker	55	77
Morse	1111 ctr d/w (mobile home p	Toyama ctr	55	100
Duane	Morse ctr	Fair Oaks w/s	55	77
Wolfe	Fremont ctr	Marion ctr	55	100
Oak Creek	Manzano	Sandia	56	78
Duane	Stewart e/s	60 ft e/o e/end isalnd	56	100
Lavender	Laburnum w/s	Lusterleaf e/s	56	78
Anshen Ct	Gail	East end	56	78
Harney	Fraser	Jasper e/s	56	78
Blackhawk	Dunholme s/s	Hendon s/s	56	78
Palmetto	Azalea	Bluebell n/s	56	78
Ajax	Liquidamber e/s	West dead end	56	78
Dunford	Quail w/s	Teal w/o	56	78
Partridge	Dunford	Glenbar n/s	56	78
Butano	Ayala	Crespi	56	78
Frances	Washington n/s	Evelyn s/s	56	78
Persimmon	Knickerbocker s/s	Remington	56	78
Olive	Pastoria e/s	Mathilda w/s	56	78
Borregas	Hemlock ctr	Ferndale ctr	56	100
Moffett Park	Orleans ctr	Moffett Park Ct ctr	56	100
Knickerbocker	El Camino Real s/s of medi	Brookfield n/s	57	100
Jasmine	Laburnum w/s	Lusterleaf	57	79
Chopin	Renoir Ct ctr	Van Dyck e/s	57	79
Bedford Ct	Belleville	East end	57	79
Cascade	Bernardo	Wright w/s	57	79
Cascade	Wright e/s	Galloway Ct ctr	57	79
Crandano Ct	Rockefeller	West end	57	79
Cromart Ct	Bittern	West end	57	79
Rockport	Tilton	West end	57	79
Bluebonnet	Sequoia e/s	Azalea	57	79
Cornflower Ct	Thornapple	West end	57	79
Bluebell	Palo Verde	Palmetto e/s	57	79
Dunford	Oriole e/s	Quail w/s	57	79
Maranta	Mary	Knickerbocker	57	79
San Lazaro	Kifer	North end	57	79
San Andreas Ct	Angel	North end	57	79

Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Washington	West end (Off Deodar)	w/s bridge	57	100
Arques	West end	Sunnyvale e/s	58	100
Amador	San Miguel	San Rafael ctr	58	80
Santa Rosa	Amador	Colusa	58	80
Betty Ct	Gavello	North end	58	80
Eleanor	Ramon w/s	Hampton e/s	58	80
Endicott	Norland w/s	Revelstoke ctr	58	80
Flicker	Ashbourne s/s	Carlisle n/s	58	80
Revelstoke	Endicott n/s	Fort Laramie n/s	58	80
Aster	Sequoia e/s	Evelyn w/s	58	80
Privet Ct	Buckeye	Erica n/s	58	80
Shasta Fir Dr	Cassia s/s	Gardenia s/s	58	80
Shasta Fir Wy	Sequoia	Shasta Fir Dr	58	80
Sunken Gardens	Wolfe	parking lot	58	80
Hamshire Ct	Lochinvar	West end	58	80
Lanark Ct	Quail	West end	58	80
Britton	North End (n/o Bryan)	South End (s/o McKinley)	58	80
Bodega	Butano	Jacinto e/s	58	80
California Ave	Pastoria ctr	Sobrante ctr	58	80
Leibre Ct	Washington	South end	58	80
Steuben	Queen Ann e/s	Pome	58	80
Ahwanee	Alturas ctr	Morse ctr	58	80
Carl	Channel e/s	Borregas w/s	58	80
Prunelle Ct	Saranac	South end	58	80
Morse	Toyama ctr	Weddell	58	100
Blythe	San Juan	West end	59	81
Benica	Macara w/s	Mary	59	81
Shetland	Heron	Linnet	59	81
Karo Ct	Lusterleaf	West end	59	81
Chetamon Ct	Pendleton	South end	59	81
Havre Ct, West	Wright	South end	59	81
Blackhawk	Hendon s/s	Inverness n/s	59	81
Bluebird Ct	Berwick	South end	59	81
Frances	Olive s/s	El Camino Real	59	81
Tulip	Poplar e/s	Redwood e/s	59	81
Bamboo	Jacaranda w/s	Joshua e/s	59	81
Jacaranda	Bamboo s/s	Blue Sage n/s	59	81
Swift Ct	Lochinvar	South end	59	81
Frances	Iowa s/s	Olive n/s	59	81

Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Crespi	Butano	Jacinto e/s	59	81
Saranac	Pome w/s	Reinclud Ct ctr	59	81
Burnley	Thunderbird	City Limit	59	81
Buena Vista	California	ends	59	81
Madrone - bubble NS	Madrone	West end	59	81
Lawrence Station Rd	Kifer	overpass ctr	59	81
Cascade	Mary e/s	Lewiston ctr	59	81
Remington	Mary e/s	Hollenbeck w/s	60	100
San Justo Ct	San Luisito	West end	60	82
Selkirk	Heron	Lark	60	82
Primrose	Wolfe	Ponderosa	60	82
Fraser	Edmonds	Helena	60	82
La Crosse	Cathedral	Corvallis n/s	60	82
La Crosse Ct	La Crosse	West end	60	82
MacKenzie	Homestead	Laurentian e/s	60	82
Bedford	The Dalles s/s	Ecola n/s	60	82
Cascade	Galloway Ct ctr	Mary w/s	60	82
Navarro	Bryant	Elizabeth n/s	60	82
Pocatello	Laurentian e/s	Wright	60	82
Dunholme	Albatross	Bittern ctr	60	82
Kenilworth Ct	Blackhawk	East end	60	82
Clemantis	Timberpine	Starbush	60	82
Pastoria	Maude s/s	South end	60	82
Carneros	Vasquez	Olive	60	82
Lois	Heatherstone s/s	Knickerbocker n/s	60	82
Anvilwood	Mt View/Alviso	Elko n/s	60	82
Molino	Sutter	Olive	60	82
Saranac	Reinclud Ct ctr	Hollenbeck	60	82
Ticonderoga	Lime ctr	Mary w/s	60	82
Heron	Fife	Inverness n/s	60	100
Mathilda	Moffett Park ctr	237 s/s ramp ctr	61	100
Moffett Park	Borregas ctr	Innsbruck ctr	61	100
Mary	California ctr	Evelyn n/s	61	100
Mary	Maude s/s	Corte Madera ctr	61	100
Fair Oaks	Arques ctr	California ctr	61	100
Wolfe	Inverness ctr	Homestead n/o city limit	61	100
Klamath	Helena	Lewiston	61	83
Renoir	Chopin	North end	61	83
Jadelake Ct	Lakehaven	South end	61	83
Remington	Hollenbeck e/s	Svale/Stoga w/s	61	100

Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Crestwood Ct	Tucson	South end	61	83
Pebblelake Ct	Lakemuir	South End	61	83
Humboldt Ct	Borregas	East end	61	83
Moffett Park Ct	Moffett Park e/s	East end	61	83
San Pier Ct	Ahwanee	South end	61	83
Crescent	Svale/Stoga	Manet w/s	61	83
Ladis Ct	Iris	South end	61	83
Lusterleaf	Iris s/s	Lavender n/s	61	83
Albion Ct	Belleville w/s	West end	61	83
Heatherstone	Knickerbocker e/s	Bernardo w/s	61	83
Kirbyhill	Albatross	Bittern	61	83
Susquehanna Ct	Maraschino	West end	61	83
Berwick	Bobolink	West end	61	83
Bobwhite	Fremont	Carlisle n/s	61	83
Kenley	Finch	East end	61	83
Londonderry	Finch w/s	East end	61	83
Utica Ct	Utica	South end	61	83
Azalea	Palo Verde w/s	Pin Oak e/s	61	83
Daisy Ct	Smoke Tree	West end	61	83
Begonia	Firloch	Hawthorn w/s	61	83
Palo Verde Wy	Liquidamber	Wolfe w/s	61	83
Azara	Firloch	Hawthorn	61	83
Elmira	Pear w/s	Quetta	61	83
Ferndale	Morse	Georgia w/s	61	83
Leota	Ayala s/n pole	Washington n/s	61	100
Homestead	Belleville ctr	w/s Hwy 85 overpass	62	100
Fremont	Wolfe e/s	El Camino Real	62	100
Moffett Park	Mathilda e/s	Bordeaux ctr	62	100
Fair Oaks	Kifer ctr	Evelyn ctr	62	100
Kifer	Cooper ctr	Corvin ctr	62	100
Klee Ct	Offenbach	South end	62	84
Picasso	Crescent	Fremont	62	84
Persian	Ross	Plaza w/s	62	84
Alvarado	San Juan	San Miguel w/s	62	84
Duff Ct	Gail	East end	62	84
Calgary	Payette	Pendleton n/s	62	84
Barton	Bedford	Ashcroft	62	84
Kodiak Ct	Queen Charlotte	West end	62	84
Fisher Hawk	Ashbourne	Cardigan	62	84
Rubis	Erie s/s	Harvard ctr	62	84

Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Ponderosa	Iris s/s	Nettle ctr	62	84
Privet Ct	Erica s/s	South end	62	84
Populus	Rosa	Sumac s/s	62	84
Quail	Inverness s/s	Homestead	62	84
Lorne	Peacock e/s	Quail w/s	62	84
Oriole	Glenbar ctr	Inverness n/s	62	84
Jacinto	Bodega s/s	Crespi n/s	62	84
Madrone	Ferndale	Eaglewood n/s	62	84
Trenton	Pome e/s	Queen Anne e/s	62	84
Hutton Ct	Albatross	West end	62	84
Stewart	Wolfe	DeGuigne w/s	62	84
Mathilda	San Aleso ctr	Maude ctr	63	100
Maude	Sunnyvale ctr	Bayview ctr	63	100
Matisse Ct	Crescent	South end	63	85
Burntwood Ct	Sandia n/s	North end	63	85
Brahms	Azure	Cezanne ctr	63	85
Goya	Cirrus s/s	Cumulus n/s	63	85
Killdeer Ct	Selkirk	South end	63	85
Edmonds	Wright e/s	East end	63	85
Olympus Ct	Laurentian	West end	63	85
Cotswald Ct	Thunderbird	West end	63	85
Harrison Ct	The Dalles	South end	63	85
Exeter Ct	Albatross	West end	63	85
Rochester Ct	Rockefeller	West end	63	85
Bittern	Berwick	Connemara ctr	63	85
Aster	Evelyn e/s	Willow	63	85
Banning	Morse	Roosevelt	63	85
Juniper Ct	Ajax	South end	63	85
Peacock	Glenbar s/s	Inverness n/s	63	85
Vireo	Lochinvar s/s	London n/s	63	85
Carbonera	Washington n/o	Corral s/s	63	85
Heatherstone	Grape ctr	Mary w/s	63	85
Vasquez Ct	Vasquez	South end	63	85
California St	Commercial w/s	West end	63	85
Pome	Saranac s/s	Plum ctr	63	85
Quetta Ct	Quetta s/o Haverhill	South end	63	85
Reinclud Ct	Saranac	South end	63	85
Vienna	Tasman	South end	63	85
Dahlia	Torreya w/s	Vinemaple e/s	63	85
Madrone - bubble NN	Madrone	West end	63	85

Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Remington	Lime ctr	Mary w/s	64	100
Waverly	Iowa s/s	South end	64	86
Torrance	Havenwood s/s	Wildwood	64	86
Maude	Pastoria ctr	Mathilda w/s	64	100
Karlstad	Tasman	Toyama	64	86
Larkspur	Mangrove	Pagoda Tree Ct ctr	64	86
Clydebank Ct	Thunderbird	South end	64	86
Edmonton	Helena	ctr of middle Ct	64	86
Arran Ct	Bobwhite	East end	64	86
Chehalis	Franchere w/s	Kitimat e/s	64	86
Falkirk Ct	Albatross	East end	64	86
Erie	Rubis w/s	Russet	64	86
Beemer	Frances e/s	Murphy	64	86
Vanderbilt Ct, E	Vanderbilt	North end	64	86
Henderson	Rockrose ctr	El Camino Real n/s	64	86
Exmoor	Meadowlark	Oriole	64	86
Firloch	Olive s/s	South end	64	86
Lometa	Washington	Noriega n/s	64	86
Cortez	Acalanes	Bernardo	64	86
Olive	Leota ctr	Mary w/s	64	86
Bartlett	California	Kifer	64	86
Bellingham	Belleville	North end	64	86
Hollenbeck	Fremont s/s	Cascade ctr	65	100
Coachella	San Patricio	Santa Paula ctr	65	87
Maude	237 - 14 ft e/o 2nd elec n/s	Macara ctr	65	100
Morse	Persian	1111 ctr d/w (mobile home p	65	100
Wildwood	Bridgewood	Torrance ctr	65	87
Lakehaven	West end	Hiddenlake ctr	65	87
Gibraltar	Borregas	Innsbruck e/s	65	87
Fair Oaks	California ctr	Kifer ctr	65	100
Brahms	Cezanne ctr	Cirrus e/s	65	87
Azure	Brahms s/s	Cumulus n/s	65	87
Valerian	Henderson	Valerian Ct	65	87
Valerian Ct	North end	South end	65	87
Linden	Gail	Maria	65	87
Pagoda Tree Ct	Larkspur	South end	65	87
Maude	Mary ctr	elec 26D14	65	100
Chitamook Ct	Payette	South end	65	87
Honfleur Ct	Honfleur	West end	65	87

Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Kamsack Ct	Kamsack	South end	65	87
Spoonbill	Bryant	Castleton	65	87
Lillick	Teal	City Limit ctr 1150	65	87
Drysdale	Elsona s/s	Astoria	65	87
Kimberly	Homestead	Pendleton n/s	65	87
Norman	El Camino Real	Elizabeth n/s	65	87
Samedra	The Dalles s/s	Helena n/s	65	87
Wright Ct	Wright	West end	65	87
Robin	Cardinal E ctr	Remington n/s	65	87
Robin	Knickerbocker	Cardinal E ctr	65	87
Arleen	Carlisle	Fremont	65	87
Albatross	Dunholme	Harwick n/s	65	87
Gooseberry Ct	Valley Forge	South end	65	87
Valley Forge	Westchester ctr	Yorktown	65	87
Ribier Ct	Torrington	South end	65	87
Royal Ann Ct	Sheraton n/s	North end	65	87
Sheraton	Hollenbeck	Spinosa	65	87
Templeton Ct	Spinosa w/s	West end	65	87
Flin	Heron	Magpie e/s	65	87
Oleander Ct	Sugarpine	West end	65	87
Silver Pine Ct	Cassia	South end	65	87
Starbush	Cassia s/s	Silver Tip n/s	65	87
Belladonna Ct	Grand Fir	East end	65	87
Lynxwood Ct	Old San Francisco Rd	ends w & n	65	87
Bayview	Evelyn s/s	Olive n/s	65	87
Eton	Meadowlark w/s	Oriole	65	87
Acalanes	Washington s/s	Vicente n/s	65	87
Merrimac	Grape e/s	Lois	65	87
Madrone	Hemlock	South end	65	87
Navlet Ct	Ticonderoga	South end	65	87
Birchwood	Elko s/s	Tasman n/s	65	87
Lakeside	elec 34D18	Oakmead n/s	65	87
Pineapple	Hanover	Harvard	65	87
Lawrence Station Rd	Elko s/s	South end	65	87
Torrington	Quince w/s	Hollenbeck w/s	65	87
California Ave	Murphy west w/s	Sunnyvale w/s	65	87
Holbrook	Haverhill	Knickerbocker	65	87
DeGuigne	Stewart ctr	Arques	66	100
Mathilda	237 s/s ramp ctr	Ross ctr	66	100
Coachella	Santa Paula ctr	San Rafael	66	88

Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Crescent	Rembrant	West end	66	88
Pecos	Fairwood ctr	Palamos	66	88
Fair Oaks Way	Persian/La Rochelle Terr	Fair Oaks w/s	66	88
Toyama	Morse	Karlstad	66	88
Firloch	Arbutus	Olive n/s	66	88
San Jule Ct	San Juan	East end	66	88
Golden Oak Ct	Golden Oak	South end	66	88
Pierino	Iris	Gavello n/s	66	88
Miette	Allison	Cascade	66	88
Blanchard	Lennox	Miette w/s	66	88
Edmonton	ctr of middle Ct	La Salle	66	88
Elderberry	Syracuse	Ticonderoga	66	88
Carlisle	dead end	Bitter n/s	66	88
Coleraine Ct	Falcon	West end	66	88
Cornwall Ct	Mallard	South end	66	88
Grosbeak	Inverness	Londonderry	66	88
Killeen Ct	Albatross	West end	66	88
Ontario	Kirkland ctr	Homestead	66	88
Oneida	Savory e/s	Russet w/s	66	88
Hydrangea Ct	Lusterleaf	West end	66	88
Maxine	Olive n/s	North end	66	88
Meadowlark	Eton s/s	Inverness n/s	66	88
Lewis	Sunset	Pastoria	66	88
Olive	Bernardo	Carneros ctr	66	88
Hemlock	Borregas s/s	San Diego ctr of park d/w	66	88
Lakeway	Lakeside	Oakmead	66	88
Persimmon	Havard s/s	Knickerbocker n/s	66	88
Piper	Cumberland s/s	Elmira	66	88
Pome	Plum ctr	Ticonderoga ctr	66	88
Commercial	Central s/o island	Kifer	66	88
Borregas	Ahwanee	Hemlock ctr	67	100
Mary	Corte Madera ctr	Central Expwy n/s	67	100
Fair Oaks	Duane ctr	Balsam ctr	67	100
Commercial	Arques	Central Expwy	67	89
Wildwood	Torrance ctr	Calabazas Creek w/s	67	89
Prescott	Blazingwood	Fairwood ctr	67	89
Ross	Mathilda e/s	Bradford	67	89
Barstow Ct	San Rafael	West end	67	89

Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Almaden	San Ramon	San Rafael	67	89
Crescent	Manet e/s	Picasso end of island	67	89
Katon Ct	Iris	South end	67	89
Oracle Oak	Planetree n/s	Larkspur	67	89
Kalispell Ct	Kamsack	South end	67	89
Payette	Banff	Wright w/s	67	89
Barton	Ashcroft	Ecola n/s	67	89
La Salle	Wright	West end	67	89
Thunderbird	Bryant s/s	Lillick n/s	67	89
Pendleton	Banff	Wright w/s	67	89
The Dalles	Barton	Belleville w/s	67	89
Wright Terr	Wright	West end	67	89
Rockefeller	Bernardo	Rochester n/s	67	89
Bittern	Harwick Wy 42ft s/s	Kirbyhill	67	89
Centralia Ct	Prince Edward	South end	67	89
Ontario Ct	Ontario	West end	67	89
Sesame Ct	Wingate	South end	67	89
Westchester	Valley Forge	Lime	67	89
Rubis	Harvard ctr	Princeton ctr	67	89
Allegheny	Reseda	East end	67	89
Reseda Ct	Danforth	North end	67	89
Erica	Palm Ct ctr	Sequoia	67	89
Silver Tip	Iris s/s	Starbush e/s	67	89
Mangrove	Primrose s/s	Maria	67	89
Marigold Ct	Sugarpine	West end	67	89
Miramar	Tamarack e/s	East City Limit	67	89
Oriole	Exmoor s/s	Glenbar ctr	67	89
Teal	Castleton	Dunford n/o	67	89
Grape	Knickerbocker s/s	Plymouth	67	89
Maude	Mathilda e/s	Sunnyvale ctr	67	100
Madrone	Eaglewood s/s	Duane n/s	67	89
McIntosh	Ticonderoga	McIntosh Ct e/s	67	89
McIntosh Ct	Trenton	South end	67	89
Pomegranate Ct	Sheraton	South end	67	89
Quince	Sheraton	Torrington n/s	67	89
Belleville	1285 s/pl	The Dalles ctr	67	100
Wright	Yorktown	Fremont n/s	67	100
Skylake Ct	Lakebird	South end	67	89
Morse	Ferndale n/s	Fernwood, N s/s	67	100

Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Cardigan	Fisher Hawk w/s	Flicker w/s	68	90
Belleville	1630 d/w	Homestead	68	90
Mary	Almanor s/s	Maude s/s	68	100
Murphy	Evelyn	Washington n/s	68	90
Hollenbeck	Cascade ctr	The Dalles ctr	68	100
Bishop	Bayview	Carroll	68	90
Wright	Homestead s/s	Pendleton ctr	68	100
Belleville	The Dalles ctr	1630 d/w	68	100
Heron	Selkirk ctr	Shetland	68	90
Remington	Remington Ct w/s	Bernardo w/s	68	90
Leota	Polk ctr	Olive	68	100
OSFR	Cezanne ctr	Central ctr	68	100
Verdi	Rousseau	Van Dyck e/s	68	90
Lochinvar	Waxwing ctr	Lawrence Expwy	68	90
Parnell	Heron	Linnet	68	90
San Juan	San Junipero	Blythe ctr	68	90
Henrietta	Iris	Gavello n/s	68	90
Laburnum	Jasmine s/s	Lavender n/s	68	90
Olive	Carneros ctr	Leota ctr	68	90
Plane Tree	Larkspur	Oracle Oak w/s	68	90
Albion Ln	Belleville e/s	West end	68	90
Eleanor	Alley n/s	Bryant n/s	68	90
Enderby	Cloverdale Ct ctr	The Dalles	68	90
Karameos	Kimberly	Pendleton n/s	68	90
Cheshire	Dove e/s	Falcon	68	90
Heatherstone	City limits	Knickerbocker w/s	68	90
Crow Ct	Inverenss	South end	68	90
Taylor	Morse e/s	Roosevelt w/s	68	90
Bittern	Connemara ctr	Dunholme n/s	68	90
Clearwater Ct	Prince Edward	North end	68	90
Norland	Endicott s/s	Alberta	68	90
Trumball Ct	Tangerine	West end	68	90
Smyrna Ct	Sheraton	North end	68	90
Grackle	Duncardine	Fife n/s	68	90
Magpie	Durshire	Flin n/s	68	90
Garland	West end	East end	68	90
Kingfisher	Fremont	Carlisle ctr	68	90
Columbia	Roosevelt	Fair Oaks	68	90
Wilson	North end	Olive	68	90
Katrine Ct	Quail	West end	68	90

Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Vine	Southwood	Central	68	90
Corral	Washington s/o	Carbonera	68	90
Hickorynut Ct	Merrimac	South end	68	90
Merrimac	Bernardo	Grape w/s	68	90
Edale	Pome	East end	68	90
Groton Ct	Quetta	North end	68	90
Manzanita	Ferndale	Eaglewood n/s	68	90
Pulora Ct	Sheraton	South end	68	90
Homestead	138 ft w/o Bernardo	Bernardo ctr	68	100
Lochinvar	Inverness s/s	Swallow ctr	68	90
Mathilda	California ctr	Washington ctr	68	100
San Junipero	Ahwanee	Alvarado	68	90
Fernwood, S	Fernwood, W w/s	Morse	68	90
Maple	Duane	Arbor	68	90
Arques	Lawrence Expwy 60 ft e/o	Lakeside ctr	68	100
Rembrandt	Renoir Ct ctr	Fremont	68	90
Lakemuir	Meadowlake e/s	Silverlake w/s	68	90
Torrance	Fairwood e/s	Havenwood n/s	68	90
Oakmead	Lakeway ctr	Arques n/s	68	100
Cezanne	El Camino Real s/s	Brahms	68	90
Henrietta	Gavello s/s	South end	68	90
Lantana	Mangrove w/s	Ponderosa	68	90
Brookings	Belleville	ends	68	90
Butte Ct	Bernardo	East end	68	90
The Dalles	Wright e/s	Mary w/s	68	90
Eleanor	Bryant n/s	1342 s/s	68	90
Karameos Ct	Pendleton s/s	South end	68	90
Kimberly	Pendleton s/s	Pocatello	68	90
Lewiston	Mistaya Ct ctr	The Dalles n/s	68	90
Lewiston Ct	Lewiston	ends	68	90
Mistaya Ct	Lewiston	South end	68	90
Thunderbird	Lillick s/s	Dunford n/s	68	90
Mockingbird	Knickerbocker s/s	South end	68	90
Locksunart	Albatross w/s	Blue Jay e/s	68	90
Taylor	Sunnyvale	Bayview w/s	68	90
Carlisle	Bittern e/s	Floyd ctr	68	90
Islay Ct	Grosbeak	West end	68	90

Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Limerick Ct	Grosbeak	West end	68	90
Lakeside	w/s Bridge (crk)	elec 34D18	68	90
Savory	Hyde Park	Oneida n/s	68	90
Taaffe	Olive s/s	El Camino Real	68	90
Tioga Ct	Tilton	West end	68	90
Sage Ct, S	Sheraton s/s	South end	68	90
Palo Verde Wy	Wolfe e/s	Palo Verde Dr	68	90
Bellflower	Grand Fir	West end	68	90
Sequoia	Reed s/s	Iris	68	90
Inverness	Heron ctr	Wolfe w/s	68	100
Bryan	Bayview	Central w/s	68	90
Swallow	Lochinvar	Homestead	68	90
Iowa	Bernardo	Leota w/s	68	90
Balboa Ct	Alamitos	West end	68	90
Manet	Crescent ctr	Puccini ctr	68	90
Robbia Ct	Schubert ctr	South end	68	90
Kitimat	Bonneville n/s	Cascade n/s	68	90
Inverness	Nuthatch ctr	Peacock ctr	68	100
Inverness	Quail ctr	Lochinvar e/s	68	100
Knickerbocker	Bernardo e/s	Mary w/s	68	100
Nellis Ct	Trenton	South end	68	90
Nuestra	Sutter	Olive	68	90
Somerset	Pimento	Revere w/s	68	90
Homestead	Wolfe ctr	Quail ctr	68	100
Linnet	Homestead	South end	68	90
San Rafael	Amador s/s	Duane	68	90
Golden Oak	Iris	Golden Oak Ct w/s	68	90
Poplar	Lupine s/s	Nettle ctr	69	91
Carmel	San Juan	San Luisito e/s	69	91
Aberdeen	Kitimat e/s	Astoria w/s	69	91
Kingsgate	Corvallis	The Dalles n/s	69	91
Lewiston	Lewiston Ct	Cascade n/s	69	91
The Dalles	Belleville e/s	East end	69	91
Quebec Ct	Alberta	South end	69	91
Russet	Hyde Park s/s	Oneida n/s	69	91
Sage Ct, N	Sheraton n/s	North end	69	91
Tilton	Tioga Ct ctr	Utica 532 n/pl	69	91
Hebrides	Finch	Grackle	69	91
Arbor	Morse e/s	Worley w/s	69	91
Coventry Ct	Kingfisher	West end	69	91

Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Dartshire	Flamingo	Flicker ctr	69	91
Borregas	Carl s/s	Caribbean n/s	69	100
DeGuigne	Duane	Stewart ctr	69	100
Remington Ct	Remington s/s	South end	69	91
Grand Fir	Begonia	Old San Francisco Rd n/s	69	91
Lorne	West end	Peacock w/s	69	91
Marshall	Evelyn	North end	69	91
Sara Ct	Clarence w/s	East end	69	91
San Saba Ct	Ahwanee	West end	69	91
Hemlock	West end	Borregas	69	91
Arbor	Worley e/s	Fair Oaks w/s	69	91
Glendale	Morse	Carolina	69	91
Trenton	McIntosh Ct e/s	Pome w/s	69	91
Lochinvar	Dunford	Inverness	69	100
Mt View/Alviso	Lawrence Station Rd	Anvilwood ctr	69	91
Knickerbocker	Mary e/s	Persimmon ctr	69	100
Puccini	Manet	East end	69	91
Candlewood Ct	Sandia n/s	North end	69	91
Twinlake	Silverlake e/s	Lakewood	69	91
San Juan	Blythe ctr	Duane	69	91
Bellomo Ct	Maria	North end	69	91
Larkspur	Pagoda Tree Ct ctr	Pondersoa	69	91
Poplar	Nettle ctr	El Camino Real n/s	69	91
Baker Ct	Bernardo	East end	69	91
Cloverdale Ct	Enderby	South end	69	91
Kennewick	Nisqually ctr	Homestead	69	91
Cascade	Sydney ctr	Yukon w/s	69	91
Lamont Ct	Pendleton	South end	69	91
Kelsey	Rockefeller	Syracuse	69	91
Mockingbird	Morningside	Knickerbocker n/s	69	91
Remsen Ct	Rockefeller	West end	69	91
Harwick	Svale/Stoga	Bittern	69	91
Albatross	Harwick s/s	Locksunart n/s	69	91
Alberta	Quebec Ct ctr	Richlieu ctr	69	91
Maxine	Olive s/s	South end	69	91
Snowberry Ct	Spinosa	South end	69	91
Dwight	Bartlett	West dead end	69	91
Mallard	Dartshire s/s	Humewick n/s	69	91

Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Durlane Ct	Partridge	West end	69	91
McKinley	Sunnyvale e/s	Bayview w/s	69	91
Partridge Ct	Glenbar s/s	South end	69	91
Corral	Washington n/o	Carbonera w/s	69	91
Iowa	Sunset ctr	Pastoria w/s	69	91
Hudson	Grape	Lois	69	91
California Ave	Pajaro ctr	Pastoria ctr	69	91
Iowa	Mathilda e/s	Towncenter Lane/Taffee ctr	69	91
Pastoria	North end	California	69	91
Susan	Grape e/s	Lois	69	91
Homestead	Quail ctr	300 ft w/o Lawrence Exwpy	69	100
Homestead	Wright ctr	Mary w/s	69	100
Del Norte	Borregas	San Diego	69	91
Lime	Ticonderoga s/s	Yorktown	69	91
Manzanita	Hemlock	South end	69	91
Pepper	Knickerbocker	Radcliff	69	91
Pome	Ticonderoga ctr	Fremont	69	91
Reynella Ct	Saranac	South end	69	91
Central	McKinley s/s	Olive n/s	69	91
Bordeaux	Java s/s	Moffett Park	69	100
Borregas	Duane ctr	Maude	69	91
Iowa	Madera Ct ctr	Mary w/s	69	91
Santa Trinita	Stewart	Frys 1sr d/w s/s	69	91
Talisman	Mathilda	Crawford	69	91
Sunnyvale	Arques ctr	California ctr	69	100
Ross	Hamlin Ct w/o	West end	69	91
Kifer	Corvin ctr	Uranium ctr	69	100
Kifer	Costco light ctr	Cooper ctr	69	100
Ahwanee	ctr d/w 580	Fair Oaks w/s	69	91
Silverlake	Lakebird	Lakehaven s/s	69	91
Tuscon	Bridgewood ctr	Fairwood w/s	69	91
Robin Ct	Robin	East end	69	91
Duane Ct	Duane	East end	69	91
San Simeon	Amador	Duane	69	91
Del Rey	Pastoria e/s	Mathilda	69	91
Gavello	West end	Gail	69	91
Kamiah	Wright	Honfleur	69	91
Astoria	btwn Drysdale & Elsona	Wright w/s	69	91

Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Cape Blanco	Yukon w/s	East end	69	91
Enderby	Cascade s/s	Colverdale Ct ctr	69	91
Kelowna Ct	Cascade	South end	69	91
Bobwhite	Carlisle s/s	Floyd	69	91
Hummingbird	Inverness	Londonderry	69	91
La Conner	Kirkland w/s	Svale/Stoga	69	91
Lakemuir	West end	Meadowlake w/s	69	91
Lakechime	Lakefair	Meadowlake ctr	69	91
Torland Ct	Tilton	South end	69	91
Morse	Arques s/s	California	69	91
Regia Ct	Torrington	South end	69	91
Willow	Aster ctr	Reed	69	91
Fernleaf	Smoke Tree e/s	Silk Oak w/s	69	91
Garland	Fair Oaks	East end	69	91
Bernardo	Fremont s/s	Astoria ctr	69	91
Colusa	San Rafael	San Simeon w/s	69	91
San Luisito	Carmel s/s	Duane	69	91
San Mateo Ct	Ahwanee	South end	69	91
Santa Susana	Amador	Colusa	69	91
Azure	Cumulus s/s	Remington	69	91
Joshua	Ajax s/s	Bamboo n/s	69	91
Kildare	Redwing	Swallow	69	91
Nettle	Ponderosa	Poplar	69	91
Glenbar	Oriole	Peacock	69	91
Mangrove	Lantana s/s	Primrose	69	91
Plymouth	Bernardo	Lois e/s	69	91
Vasquez	Iowa s/s	Leota	69	91
Coronada	Acalanes	Alamitos n/s	69	91
Inverness	Bittern	Finch ctr	69	91
Caldwell Ct	Belleville	East end	69	91
Honfleur	Kamsack	Kamsack n/s	69	91
Lachine	Nisqually	Manitoba w/s	69	91
Charles	Washington s/s	McKinley n/s	69	91
Kingsgate	The Dalles s/s	Helena	69	91
Cheshire	Floyd	Dove e/s	69	91
Franchere	Cascade s/s	Chelhalis n/s	69	91
Helena	Kennewick ctr	Lewiston	69	91
Cardinal, W	Knickerbocker e/s	Cardinal, E	69	91
Cheyenne	Hollenbeck	Owen Sound ctr	69	91
Taylor	Bayview e/s	Morse w/s	69	91

Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Jura	Finch	Goldfinch	69	91
Morse	Maude s/s	Taylor ctr	69	91
Revelstoke	Cheyenne	Endicott n/s	69	91
Frances	California	Hendy	69	91
Wingate	Sesame 1214 n/pl	West end	69	91
Heatherstone	Mary e/s	Hanover ctr	69	91
Mesa Oak Ct	Erica	South end	69	91
Ositos	Sutter	Olive	69	91
Palo Verde Dr	Azalea s/s	Bluebonnet n/s	69	91
Pilnut Ct	Peekskill	South end	69	91
Queen Ann	Steuben s/s	Trenton n/s	69	91
All American	Mathilda	Olive	69	91
Fife	Heron e/s	Magpie	69	91
Grackle	Fife n/s	Hebrides n/s	69	91
Plum	Remington	Pome	69	91
Quetta	Blair	Danforth ctr	69	91
Brookline	Quetta	Pear	69	91
Grand Fir	Old San Francisco Rd s/s	Garland	69	91
Ithica	Persimmon	Knickerbocker	69	91
Madrone - bubble SS	Madrone	West end	69	91
Maria	Wolfe e/s	Pondersoa	69	91
Nantucket Ct	Pepper	West end	69	91
Radcliff	Persimmon	Pepper w/s	69	91
Sheraton	Pome w/s	Hollenbeck	69	91
Thistle Ct	Redwood	West end	69	91
Lincoln	Bayview	Central ctr	69	91
Vasquez	Polk s/s	Iowa n/s	69	91
Hanover	Heatherstone	Elmira	69	91
Nutmeg	Blair	Berkshire n/s	69	91
Quetta	Harvard n/s	Haverhill s/s	69	91
Kiel Ct	Weddell	North end	69	91
Fair Oaks	237 overpass ctr	Fair Oaks Way ctr	69	100
Fair Oaks	Ahwanee ctr	Caliente ctr	69	100
Fair Oaks	Maude ctr	Arques ctr	69	100
Schubert	Rembrandt	Robbia	69	91
Arques	Fair Oaks e/s	Wolfe w/s	69	100
Bremerton	Mary	Miette	69	91
Gail	Iris s/s	175 ft s/o Gary	69	91
Colusa	San Simeon e/s	Santa Ynez	69	91

Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Pastoria	Washington s/s	Olive ctr	69	100
OSFR	Central ctr	Fair Oaks w/s	69	100
Boise Ct	Pointe Claire	West end	69	91
The Dalles	Lewiston ctr	Hollenbeck	69	91
Prince Edward	Cascade	Cheyenne n/s	69	91
Prince Edward	Cheyenne s/s	South end	69	91
Blackhawk	Inverenss s/s	Locksunart	69	91
Morse	Taylor ctr	Arques n/s	69	91
Hyde Park	Russet ctr	Spinosa	69	91
Roosevelt	Banning	California	69	91
Sesame	Vanderbilt ctr	Wingate 1214 n/pl	69	91
Cassia	Starbush s/s	Shasta Fir w/s	69	91
Durshire	Grackle e/s	Mallard	69	91
Mahogany	Buckeye 749 n/pl	Foxglove ctr	69	91
Pastoria	Almanor	Maude n/s	69	91
Thornapple	Clementis	Fuschia n/s	69	91
Moffett Park	Crossman ctr	Orleans ctr	69	100
Bellflower	Grand Fir	East end	69	91
Arbor	Borregas e/s	Bayview w/s	69	91
Mallard	Carlisle	Dartshire n/s	69	91
Mathilda	Caribbean	Bordeaux ctr	69	100
Nightingale	Inverness	Homestead	69	91
Lynn	Bernardo e/s	Grape w/s	69	91
Citron	Andover s/s	Bennington n/s	69	91
Fig	Lafayette s/s	Lexington n/s	69	91
Grape	Heatherstone s/s	Knickerbocker n/s	69	91
Muender	Sunset	Pastoria	69	91
Mt View/Alviso	Anvilwood ctr	Forgewood ctr	69	91
McKinley	Central ctr	Fair Oaks w/s	70	92
Pala	Sutter	Olive	70	92
Titan	Lawrence Expwy	Lakeside	70	92
Elko	Anvilwood ctr	Hammerwood ctr	70	92
Lansdown Ct	Pepper	West end	70	92
Madrone - bubble SN	Madrone	West end	70	92
Lakefair	Hiddenlake e/s	Meadowlake	70	92
Belleville	Fremont	1285 s/pl	70	100
Wright	Fremont s/s	Cascade ctr	70	100
Blackhawk Ct	Dunholme n/s	North end	70	92

Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Borregas	Caribbean s/s	Java n/s	70	100
Britton	Duane	South end	70	92
Del Rey	Palomar	Pastoria w/s	70	92
Preswick Ct	Heron	West end	70	92
Arques	Morse ctr	Lastreto	70	100
Arques	Santa Trinita ctr	Lawrence Expwy	70	100
Cathedral	Lewiston	Cascade	70	92
Kennewick	The Dalles	Helena s/s	70	92
Pointe Claire	Bend s/s	Cascade n/s	70	92
Astoria	Bernardo	btwn Drysdale & Elsona	70	92
Kirkland	Ontario	La Conner n/s	70	92
Lynn	Knickerbocker e/s	Bernardo w/s	70	92
Corvallis	Knowlton w/s	La Crosse e/s	70	92
Canary	Inverness	Homestead	70	92
Grand Coulee	Hollenbeck	Ontario	70	92
Killarney Ct	Hummingbird	West end	70	92
Lakedale	Silverlake	Lakebird	70	92
Muscat Ct	Ticonderoga	South end	70	92
Dee	Dawn	Sunnymount	70	92
Humewick	Heron	Mallard e/s	70	92
Longspur	Humewick n/s	Inverness n/s	70	92
Smoke Tree	Cassia	Fernleaf n/s	70	92
Iris	Ponderosa ctr	Henderson ctr	70	92
Liquidamber	Ajax s/s	Blue Sage n/s	70	92
Caymus Ct	Bodega	South end	70	92
Dennis	Clarence	Iowa	70	92
Grape	Blair s/s	Bennington n/s	70	92
Lexington	Bernardo	Fig e/s	70	92
Buckeye Ct	Privet Ct ctr	East end	70	92
Ticonderoga	Mary e/s	Pome	70	92
Novato	Sutter	Olive	70	92
Mathilda	Ross ctr	Ahwanee ctr	70	100
Borregas	Ferndale ctr	Duane ctr	70	100
Manet	Remington	Crescent ctr	70	92
Mozart Ct	Manet	East end	70	92
Lakemuir	Silverlake e/s	Lakehaven s/s	70	92
Michelangelo	Remington	Crescent	70	92
Pecos	Blazingwood	Fairwood ctr	70	92
Hedera Ct	Sweetbay	East end	70	83
Roosevelt	Maude s/s	Taylor n/s	70	92

Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Hammerwood	Mt View/Alviso	Elko n/s	70	92
Lackawanna Ct	Lois	West end	70	92
Fair Oaks	Weddell ctr	Ahwanee ctr	70	100
Leota	Washington s/s	Polk ctr	70	92
Bryant	Poplar e/s	Henderson ctr	70	92
Bonneville	Kitimat	Franchere	70	92
Frontenac	Astoria	Bonneville	70	92
Langport Wy	Langport Dr	Homestead	70	92
Ormsby	Cascade	Cheyenne n/s	70	92
Ormsby	Cheyenne s/s	Owen Sound	70	92
Queen Charlotte	Kirkland	La Grande n/s	70	92
Loch Lomond Ct	Canary	ends n & s	70	92
Parkington	Knickerbocker	Bernardo w/s	70	92
Bantry Ct	Flicker	West end	70	92
Cranberry	Rockefeller	Tioconderoga	70	92
Dublin	Bittern	Floyd	70	92
Liverpool	Finch	Goldfinch	70	92
California Ave	San Anselmo e/s	Murphy west w/s	70	92
Madrone	Duane s/s	Arbor	70	92
Palm Ct	Erica	South end	70	92
Ahwanee	Borregas ctr	Alturas ctr	70	92
Ahwanee	Morse ctr	ctr d/e 580	70	92
Paintbrush	Henderson	Sugarpine e/s	70	92
Sumac	Populus w/s	Redwood	70	92
White Oak	Lily	City Limit s/pl 838	70	92
Castleton	Sage Hen w/s	Turnstone e/s	70	92
Gail	Blue Sage	Old San Francisco Rd n/s	70	92
Leighton	Nightingale	Peacock	70	92
Polk	Leota e/s	Portia e/s	70	92
Washington	City Limits	Bernardo w/s	70	92
Andover	Citron w/s	Grape	70	92
California Ave	Belmont/La Mesa Terr ctr	Pajaro ctr	70	92
Flora Vista	McKinley	South end	70	92
Lois	Knickerbocker s/s	Plymouth n/s	70	92
Cumulus	Svale/Stoga	East end	70	92
Spinosa	North end	Remington n/s	70	100
Elko	Lawrence Expwy e/s	Lawrence Station Rd ctr	70	92
San Gabriel	Kifer	North end	70	92
Winstead Ct	Hollenbeck	West end	70	92

Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Ayala	Bernardo e/s	Leota s/n pole	70	92
Persian	Fox Hollow d/w ctr	Lawrence Expwy	70	92
Southwood	Bayview	Central	70	92
Wright	Helena ctr	Homestead n/s	70	100
Iberis Ct	Sweetbay	East end	70	92
Valelake Ct	Lakebird	South end	70	92
Mathilda	Indio ctr	California ctr	70	100
Maude	Macara ctr	Mary ctr	70	100
Stonylake Ct	Lakedale	South end	70	92
Pyrus	Haverhill	Knickerbocker	70	92
Heron	Homestead s/s	Selkirk ctr	70	100
Wolfe	El Camino Real s/s	Fremont ctr	70	100
Fremont	25 ft w/o Bernardo	Bernardo ctr	72	84
Homestead	Bernardo ctr	Wright ctr	73	83
Santa Christina Ct	Hemlock	South end	73	82
Uranium	Kifer	South end	73	82
Sandia	Havenwood ctr	Wildwood	74	83
Crocus Ct	Vinemaple	East end	74	83
Ahwanee	San Aleso ctr	Borregas ctr	74	83
Mercury	Midas s/s	Tiros n/s	74	83
Utica	Utica Ct n/s	Tilton 532 n/pl	74	85
Helena	Mary e/s	Kennewick ctr	74	83
Knickerbocker	Persimmon ctr	Hollenbeck w/s	74	85
Reamwood	Elko s/s	Tasman	75	83
Fair Oaks	Caliente ctr	Duane ctr	75	83
Mathilda	McKinley ctr	Iowa ctr	75	83
Mathilda	Washington ctr	McKinley ctr	75	83
Elko	Hammerwood ctr	East end	75	85
Elko	Lawrence Station Rd ctr	Anvilwood ctr	75	85
Greco	Crescent	North end	75	83
Manet	Puccini ctr	Fremont	75	83
Hiddenlake	Lakebird s/s	Lakehaven n/s	75	83
Santa Rita	Amador	Colusa	75	84
Eagle	Inverness	Langport s/s	75	84
Dartshire Ct	Dartshire	South end	75	84
Arbor	Bayview e/s	Morse w/s	75	84
Iris	Fair Oaks	Golden Oak w/s	75	84

Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Bennington	Citron w/s	Grape	75	84
Potrero	Maude	Hermosa Ct	75	84
Bernardo	Evelyn n/o n/pl @ pge pole	Washington ctr	75	84
Eaglewood	San Diego e/s	Bayview	75	84
Lawrence Station Rd	Mt View/Alviso	Elko n/s	75	84
Payne Ct	Hillsboro	South end	75	84
Maude	Bayview ctr	Fair Oaks w/s	75	84
Mulberry	Lynn s/s	South end	75	84
Ross	Mathilda w/s	Hamlin Ct w/o	75	84
Maude	elec 26D14	Pastoria ctr	76	84
Mathilda	Ahwanee ctr	San Aleso ctr	76	84
Fair Oaks	Tasman ctr	Weddell ctr	76	84
Arques	Commercial ctr	Santa Trinita ctr	76	84
Reed	Timberpine ctr	Lawrence Expressway	76	86
Caribbean	Borregas ctr	Crossman ctr	76	87
Bernardo	McKinley ctr	Olive n/s	76	84
Arques	Lakeside ctr	Oakmead ctr	76	84
Oxbow Ct	Fremont	South end	76	86
California St	East end	Commercial e/s	76	86
Lakeknoll	Lakemuir	Silverlake	76	84
Sandia	Fairwood ctr	Havenwood ctr	76	84
Rosette Ct	Ponderosa	West end	76	84
Ecola	Barton w/s	Bedford e/s	76	84
Galloway Ct	Cascade	South end	76	84
Los Arboles	Fremont	Cascade	76	84
Dahlia Ct	Vinemale e/s	East end	76	84
Ahwanee	Mathilda e/s	San Aleso ctr	76	84
Orchid	Tamarack	East end	76	84
Tiros	Lakeside	Mercury e/s	76	84
Lakehaven	Meadowlake ctr	Silverlake ctr	76	86
Van Ct	Cherrywood	South end	76	85
Lakehaven	Hiddenlake ctr	Meadowlake ctr	76	85
Bernardo	Olive n/s	El Camino Real n/s	77	85
OSFR	Sunnyvale e/s	Carroll ctr	77	85
Reed	Evelyn	Timberpine ctr	77	87
Oakmead	Arques s/s	Central Expwy 53 ft n/o ctr is	77	85
Kilkenny Ct	Grosbeak	West end	77	85
Escalon	Ano Nuevo ctr	Mary	77	85
Iowa	Murphy ctr	Sunnyvale w/s	77	85

Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Polk	Vasquez	Leota w/s	77	85
Chestnut	Stowell	West end	77	85
Cypress	Fair Oaks e/s	Britton	77	87
Midas	Lakeside	Mercury e/s	77	85
Svale/Stoga	Fremont ctr	Connemara/Cheyenne ctr	77	85
Wolfe	Arques ctr	Kifer ctr	77	85
San Pablo	Amador s/s	South end	77	85
OSFR	Bayview ctr	Cezanne ctr	78	86
Carlyn Ct	Olive	South end	78	88
Mathilda	Iowa ctr	Olive ctr	78	86
Sandia	Blazingwood ctr	Fairwood ctr	78	86
Bedford	Belleville	1401 Bedford n/pl	78	86
Taylor	Roosevelt e/s	Fair Oaks w/s	78	86
Nashua Ct	Savory	West end	78	86
Stella Ct	North end	South end	78	86
Gabilan	Washington	Lanitos e/s	78	86
Lanitos	Washington	Gabilan n/s	78	86
Lynn	Grape e/s	Mulberry w/s	78	86
Sutter	Sunset ctr	Pastoria	78	86
Iowa	Towncenter Lane/Taffee ctr	Murphy ctr	78	86
California Ave	Mary w/s	Rio De Los Molinos ctr	78	86
Arques	Lastreto	Fair Oaks w/s	78	86
Homestead	Linnet e/s	Wolfe ctr	79	88
Sunnyvale	Olive ctr	El Camino Real n/s	79	87
Sunnyvale	Hendy ctr	Evelyn n/s	79	87
Fair Oaks	Balsam ctr	Maude ctr	79	87
Morse	Ahwanee	Glendale n/s	79	87
Morse	Glendale n/s	Ferndale n/s	79	87
Manila	H St ctr	West City Limits	79	88
Evelyn	Fair Oaks e/s	Wolfe w/s	79	88
Blazingwood	Bridgewood s/s	Fairwood	79	87
Socorro	North End	Fairwood n/s	79	87
Svale/Stoga	El Camino Real s/s	Mathilda e/s	79	87
San Miguel	Amador s/s	Duane	79	87
Poplar	El Camino Real s/s	South end middle 1347	79	87
Elsona	Drysdale e/s	Astoria	79	87
Elsona Ct	Elsona	North end	79	87
Oak Ct	California	South end	79	87

Streets Proposed for PCI Raising Projects for SWB1 and Other Funding Continued...

Road Name	Beg Location	End Location	PCI Untreated	PCI Treated
Summit Ct	Cherrywood	South end	79	87
Willow	French e/s overpass	Aster ctr	79	87
Ponderosa	Nettle ctr	Maria	79	87
Torrey	Columbine	Dahlia n/s	79	87
Freestone	Northumberland s/s	Plymouth	79	87
Sunnyvale	California ctr	Hendy ctr	79	88
Svale/Stoga	Alberta/Harwick ctr	Homestead city limit 35 s/o e	79	87
Manzanita	Duane s/s	Arbor n/s	79	87

DRAFT 5/28/2021 *RLB*

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE ADOPTING A LIST OF PROJECTS FOR
FISCAL YEAR 2021-22 FUNDED BY SB 1: THE ROAD
REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Sunnyvale are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Sunnyvale must adopt by Resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Sunnyvale, will receive an estimated \$3 million in RMRA funding in Fiscal Year 2021-22 from SB 1; and

WHEREAS, this is the fifth year in which the City of Sunnyvale is receiving SB 1 funding and will enable the City of Sunnyvale to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City of Sunnyvale has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City of Sunnyvale used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City of Sunnyvale maintain and rehabilitate and resurface 340 street segments throughout the City of Sunnyvale this year and 300 plus of similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City of Sunnyvale's streets and roads are in "Good" condition and

this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a “Very Good” condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive regional co-benefits.

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

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2021-22 Road Maintenance and Rehabilitation Account revenues:

Annual in-house 2.5 million square feet of double chip seal of various street segments and 5 plus million square feet of Slurry seal, both via in-house and contract forces. Annual corrective street maintenance utilizing both in-house and contract forces, and overlay of selected street segments. Life expectancies for these streets range between 10-20 years. Projects schedules are from January to December.

Project Title: Pavement Rehabilitation 2022-SB1, ST-21-05
Project Description: Pavement Rehabilitation and Resurfacing
Project Location: See table below
Estimated Project Schedule: Start 02/2021– Completion 10/2022
Estimated Project Useful Life: 10-20 years

[Project Table on Next Page]

No.	Street	Begins	Ends	SQ FT	Projected Treatment
1	Cascade Dr	S Bernardo Ave	Wright Ave w/s	49,000	Mill & fill
2	Cheyenne Drive	Owen Sound Drive (ctr)	Drain Inlet on Valcartier, Electric Light Pole# 5C17	52,020	Mill & fill
3	Connemara Way	Sunnyvale Saratoga Rd (e/s)	Bittern Drive (w/s)	41,460	Mill & fill
4	Cortez Dr	Acalanes Dr (e/s)	S Bernardo Ave (w/s)	36676	Mill & fill
5	Enderby Wy	Cascade Dr (n/s)	North end	5,162	Mill & fill
6	Gail Ave	Iris Ave(s/s)	Linden Ave, Electric Light Pole#13D03	58,456	Mill & fill
7	Lark Ln	Linnet Lane	Shetland Place	37,257	Mill & fill
8	Lawrence Station Rd	Kifer Rd (s/s)	Below ctr of overpass	37,125	Mill & fill
9	Lochinvar Ave	Calabazas Creek (e/s)	Waxwing Ave (ctr)	24394	Mill & fill
10	Lochinvar Ave	Waxwing (ctr)	Lawrence Expwy	17,751	Mill & fill
11	Old San Francisco Rd	Fair Oaks Ave(e/s)	Wolfe Road w/s	159,871	Mill & fill
12	S Murphy Ave	W Iowa Ave (s/s)	ECR n/s (end of island)	35,424	Mill & fill
13	Sandia Ave	Wildwood Ave	Havenwood Ave	55,068	Mill & fill
14	Sheraton Dr	Hollenbeck Ave	Spinosa Dr	43,680	Mill & fill
15	Spinosa Dr	W Remington Dr (s/s)	Snowberry Ct ctr.	28,981	Mill & fill
16	Teal Dr	Castleton Way	Dunford Way n/o	49,366	Mill & fill
17	W Maude Ave	N Pastoria Ave (e/s)	N Mathilda Ave (w/s)	63,398	Mill & fill
18	E Arques	Fair Oaks Ave	San Geronimo Way		Mill & fill
19	Vienna Dr	Tasman	South end	50,698	*Mill & Fill
			TOTAL SQ FOOTAGE	845,787	

No.	Street	Begins	Ends	SQ FT	Projected Treatment
1	E Arques Ave	N Fair Oaks Ave (e/s)	N Wolfe Rd (w/s)	119,930	Patch & Crackseal
2	E Arques Ave	Commercial	Lawrence Expwy	219,852	Patch & Crackseal
3	E Arques Ave	Lawrence Expwy w/o island nose	Ctr of Lakeside	43,313	Patch & Crackseal
4	E Arques Ave	Ctr of Lakeside	Ctr of Oakmead	85,075	Patch & Crackseal
5	Hollenbeck Ave	El Camino Real (s/s)	Danforth ctr	109,802	Patch & Crackseal
6	Hollenbeck Ave	Danforth (ctr)	Harvard ctr	49,626	Patch & Crackseal
7	Hollenbeck Ave	Harvard (ctr)	Remington n/s	49,046	Patch & Crackseal
8	Hollenbeck Ave	Remington (s/s)	Torrington (ctr)	47,277	Patch & Crackseal
9	Hollenbeck Ave	Torrington (ctr)	Fremont n/s	50,298	Patch & Crackseal
10	Morse Ave	Toyama (ctr)	Weddell	53,229	Patch & Crackseal
			TOTAL SQ FOOTAGE	827,448	

Project Title: Slurry Seal 2021 B, ST-21-07

Project Description: Slurry Seal

Project Location: See table below

Estimated Project Schedule: Start 01/2021– Completion 12/2021

Estimated Project Useful Life: 10-20 years

[Project Table on Next Page]

No	Street	Begins	Ends	SQ FT	Patching SQFT
1	Birchwood Drive	Elko Dr (s/s)	Tasman Dr (n/s)	38,852	0
2	Borregas Ave	Caspian (s/s)	W Java Dr (n/s)	34,000	0
3	California Ave	Belmont/La Mesa Terrace (ctr)	Pajaro Ave (ctr)	14,710	943
4	E. Evelyn Ave	Fair Oaks Ave (e/s)	S Wolfe RD (w/s)	58,654	1,123
5	Fair Oaks Avenue	E. Evelyn Avenue (ctr)	El Camino Real (n/s)	273,008	0
6	Geneva Dr	Caribbean Dr (s/s)	Java Dr (n/s)	80,712	35
7	Kifer Road	Fair Oaks Avenue (e/s)	N. Wolfe Road (w/s)	119,878	0
8	Macara Ave	Benicia Ave (s/s)	W Maude Ave (n/s)	29,471	2,715
9	Moffett Park Dr	Crossman Ave (ctr)	Orleans Dr (ctr)	31,848	5,633
10	Moffett Park Dr	Borregas Ave (ctr)	Innsbruck (ctr)	58,334	16,330
11	N Sunnyvale Ave	E California Ave (ctr)	E Hendy Ave (ctr)	N/A	1,713
12	Old San Francisco Rd	Sunnyvale Ave (e/s)	Carroll St(ctr)	12,587	893
13	Old San Francisco Rd	Carroll St (ctr)	S Bayview Ave (ctr)	35,544	220
14	Old San Francisco Rd	S Bayview Ave (ctr)	Cezanne Dr (ctr)	21,799	419
15	Old San Francisco Rd	Cezanne Dr (ctr)	Central Ave (ctr)	16,585	212
16	Old San Francisco Rd	Central Ave (ctr)	S Fair Oaks Ave(w/s)	51,016	834
17	S Sunnyvale Ave	El Camino Real (n/s)	E Olive Ave(ctr)	74,072	3,402
18	Tasman Drive	Fair Oaks Avenue (e/s)	Calabazas Creek (w/s)	355,207	0
			TOTAL SQ FOOTAGE	1,306,277	34,472

Project Title: Pavement Rehabilitation Wolfe Rd, ST-21-08
 Project Description: Pavement Rehabilitation
 Project Location: See table below
 Estimated Project Schedule: Start 07/2021– Completion 10/2022
 Estimated Project Useful Life: 10-20 years

No.	Street	Begins	Ends	SQ FT	Projected Treatment
1	Wolfe Rd	Fremont	El Camino Real s/s	22,637	Mill & fill
2	Wolfe Rd	Marion	Fremont	152,368	Mill & fill
3	Wolfe Rd	Inverness	Marion	88,407	Mill & fill
4	Wolfe Rd	Homestead City Limit	Inverness	69,000	Mill & fill
TOTAL SQ FOOTAGE				332,412.00	

3. The following previously proposed and adopted project may also utilize Fiscal Year 2021-22 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City of Sunnyvale is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

[Project Table on Next Page]

City of Sunnyvale
Previous FY 2020/2021 Projects – ST-18-09
SB 1 Funding

No.	Street	Begins	Ends	SQ FT	Treatment
1	Huckleberry Court	Ticonderoga Drive	West end	10,760	Overlay
2	Bidwell Avenue	S. Mary Avenue	Piedra Drive (e/s)	27,259	Overlay
3	Karameos Drive	Kimberly Drive	Pendleton Avenue (n/s)	23,065	Overlay
4	Karameos Court	Pendleton Avenue (s/s)	South end	12,145	Overlay
5	Picasso Drive	Crescent Avenue (end of island)	E. Fremont Avenue	39,205	Overlay
6	Commercial Street	E. Arques Avenue	Central Expwy (26 ft n/o island)	49,812	Patch / Crack seal
7	Maude Avenue	237 (14 ft e/o 2nd elec n/s)	N. Pastoria Avenue (ctr)	213,134	Patch / Crack seal
8	E. Arques Avenue	Commercial Street (ctr)	Lawrence Expwy (w/o island nose)	213,475	Patch / Crack seal
9	Remington Drive	Mango Street (ctr)	Sunnyvale-Saratoga Avenue (w/s)	401,709	Overlay
			TOTAL AREA	990,564	

ctr – center of intersection

s/s – south side

e/s – east side

w/s – west side

n/s – north side

n/o – north of

w/o – west of

Adopted by the City Council at a regular meeting held on _____, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

City Clerk
(SEAL)

Mayor

APPROVED AS TO FORM:

City Attorney



City of Sunnyvale

Agenda Item

21-0602

Agenda Date: 6/15/2021

REPORT TO COUNCIL

SUBJECT

Approve Sole Source Contracts for Adult and Youth Workforce Development Services in San Mateo County

BACKGROUND

NOVA contracts out adult and youth workforce development services in San Mateo County, under the federal Workforce Innovation and Opportunity Act (WIOA). It currently contracts with the Central Labor Council Partnership (CLCP) for adult services and with JobTrain for youth services. NOVA has been approved by the State to directly provide adult and youth services at the Sunnyvale Job Center.

CLCP provides career services to adult job seekers at the San Mateo Job Center. Services include assessment, career advising and individualized employment planning, training, online job board and career navigation workshops that support a customer-driven model. JobTrain provides youth services at its Menlo Park center to primarily out-of-school youth, ages 16 to 24. Services include assessment and case management, guidance toward secondary school diploma or equivalent, preparation for postsecondary education and training, and connections with prospective employers.

The adult and youth services in San Mateo County are competitively procured and were last procured in 2017. At that time, contracts were awarded to CLCP and the San Mateo County Community College District (SMCCCD) for adult services and to JobTrain for youth services. The City Council approved the adult and youth services contracts at its June 20, 2017 meeting (RTC No. 17-0536 for adult services, RTC No. 17-0507 for youth services). Contracts were for one year with the option to renew up to three additional years. Renewal was dependent upon successful performance and available funding. In 2018, the SMCCCD contract was not renewed through mutual agreement due to challenges with launching the program. The CLCP and JobTrain contracts were extended for the allowable three additional years and will expire June 30, 2021.

Pursuant to federal law (29 USCA Section 3122), the City Council is the “chief elected official”, and the “local grant recipient” and “fiscal agent” for NOVA and the Local Workforce Development Board. In filling these functions, City Council’s past practice for contracts exceeding \$100,000 has been to approve the award of the contract and authorize the City Manager to execute the contract.

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

In response to COVID-19, NOVA has provided remote services to its customers, capitalizing on technology through videoconferencing and other methods. In addition, workshops were reconfigured for more condensed, streamlined sessions conducive to distance learning. New curriculum was also introduced tailored to job search in a virtual world. This experience has offered new and perhaps better ways of delivering programs that optimize accessibility and greater efficiencies.

As NOVA prepares for in-person services, it will reevaluate its service system to determine the best approach, utilizing lessons learned. This may include a hybrid method of both in-person and virtual services. In addition, the changing customer demographics in a post-COVID-19 economy will need to be considered. This appraisal will take place over the next year and entail experimenting with innovative approaches for operating programs.

The current contracts with CLCP and JobTrain will expire June 30, 2021. Given the time required to reassess future services needed, a competitive procurement cannot be conducted before the current contracts expire. As such, it is recommended that the competitive procurement be postponed for one year. To minimize service disruption, sole source contracts with CLCP and JobTrain will be executed for one year, July 1, 2021 through June 30, 2022. There will be no option for renewal. Contract funding will remain the same as previously and include up to \$750,000 for CLCP and up to \$378,000 for JobTrain. Both providers performed successfully last year and will be required to continue to meet WIOA performance measures. The California Employment Development Department, City Manager and City Attorney have approved this sole source procurement due to public exigency.

At the April 21, 2021 meeting, NOVA Board Executive Committee, on behalf of the full Board, approved sole source procurement of CLCP for adult services. It also approved sole source procurement of JobTrain for youth services.

The CLCP and JobTrain contracts have been attached.

FISCAL IMPACT

The source of funds for the services is WIOA funds. Funds are obligated to programs based only upon appropriations dedicated to NOVA. As such, sufficient WIOA funds will exist to cover all anticipated obligations of day-to-day program operations. If funding is cut, then program services will be accordingly reduced.

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 sole source contracts for adult and youth workforce development services and authorized the City Manager to execute agreements with the Central Labor Council Partnership for an amount

not to exceed \$750,000 and with JobTrain for an amount not to exceed \$378,000, both with a term of July 1, 2021 through June 30, 2022.

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

ATTACHMENTS

1. CLCP Contract for Adult Services
2. JobTrain Contract for Youth Services

Original to:

_____ City Clerk
_____ NOVA
_____ CLCP

AGREEMENT BETWEEN
CITY OF SUNNYVALE AND CENTRAL LABOR COUNCIL
PARTNERSHIP
FOR ADULT WORKFORCE DEVELOPMENT SERVICES

This Agreement is made on _____ between the City of Sunnyvale, a California municipal corporation (hereinafter referred to as "City"), on behalf of the NOVA Workforce Board, and **Central Labor Council Partnership** (hereinafter referred to as "Subrecipient" or CLCP).

Whereas, City has applied for and been granted funds from the State of California to provide workforce development services to adults and dislocated workers eligible under the Workforce Innovation and Opportunity Act Title I; and

Whereas, under this Agreement, Subrecipient is participating in the operation of such adult and dislocated worker services as a subrecipient of funds; and

Whereas, City and Subrecipient are required to execute an Agreement wherein they agree to adhere to and comply with the conditions and requirements established for use of the funds of this grant;

Now, therefore, it is agreed:

1. Terms and Conditions: Subrecipient agrees to provide employment and training services and to comply with other requirements in accordance with the following:

- (a) Program Design and Standards – Exhibit A;
- (b) Special Provisions – Exhibit B;
- (c) Assurances and Certifications – Exhibit C;

- (d) Budget and Method of Payment – Exhibit D;
- (e) Request for Payment – Exhibit E; and
- (f) State of California and Department of Labor guidelines, as they now exist are or hereinafter amended.

The above-referenced Attachments and Exhibits are incorporated by reference as though fully set forth herein.

- 2. Term of Agreement: July 1, 2021 through June 30, 2022.
- 3. Funding Limit: \$750,000
- 4. Agreement Number: 001-201-22
- 5. State of California Subgrant No.: tbd
- 6. Assistance Listing # (formerly known as CFDA #): 17.258 (adult) and 17.278 (dislocated workers)

The parties, by and through their authorized representatives as indicated below, hereby acknowledge and agree to the terms and conditions of this **Agreement**.

CITY OF SUNNYVALE**CENTRAL LABOR COUNCIL
PARTNERSHIP**

BY: _____

BY: _____

NAME: **Kent Steffens**NAME: **Dillon Savory**TITLE: **City Manager**TITLE: **Executive Director**

PROGRAM DESIGN AND STANDARDS

I. PROGRAM DESIGN

A. **PROJECT OVERVIEW:** The following is a programmatic description of what will be accomplished during the contract period.

The Workforce Innovation and Opportunity Act (WIOA) is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. WIOA has six main purposes: (1) increasing access to and opportunities for the employment, education, training, and support services for individuals, particularly those with barriers to employment; (2) supporting the alignment of workforce investment, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system; (3) improving the quality and labor market relevance of workforce investment, education, and economic development efforts; (4) promoting improvement in the structure and delivery of services; (5) increasing the prosperity of workers and employers; and (6) providing workforce development activities that increase employment, retention, and earnings of participants and that increase post-secondary credential attainment and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet skill requirements of employers, and enhance productivity and competitiveness of the nation.

Per WIOA, The one-stop system is the basic delivery system for adult and dislocated worker services. Through this system, adults and dislocated workers can access a continuum of services. The services are classified as career and training services. This Agreement is to operate a WIOA Title I one-stop center to serve WIOA-eligible adults and dislocated workers in San Mateo County.

B. SCOPE OF SERVICES

Under the direction of City, Subrecipient is responsible for providing comprehensive workforce development services and activities to adults and dislocated workers.

Location of Services

Services shall be available Monday through Friday from 8:00 a.m. through 5:00 p.m. at the following locations:

Location: 1777 Borel Place
San Mateo, CA 94402

Purpose of Program

CLCP will provide a proven portfolio of services and resources to all customers. This work will result in increased in-demand skills attainment, which will in turn result in higher-level

employment opportunities for program participants. CLCP will do this specifically by:

- Providing unified and seamless services that link and integrate: One-Stop supervision and partner policy compliance, the resource room, Basic Career Services, community partner engagement, participant outreach and recruitment, coordination with education and training institutions, and oversight and documentation of One-Stop WIOA performance metrics for Adults and Dislocated Workers.
- Providing effective career goal planning to assist participants in reaching their career objectives.
- Providing exceptional Individualized Career Services and appropriate training referrals to eligible, registered participants.
- Strategically targeting industry sectors and which line up with our participant skillsets.
- Actively engaging and collaborating with local elected officials, local government staff, community organizations and business assistance agencies in order to provide participants with a broad spectrum of services, leverage non-WIOA resources, and ensure the local One-Stop system is productive and becomes fully integrated into the larger public, private, and community services delivery system.

Implementation of NOVA Service Model

The goal is to provide customized services to job seekers utilizing NOVA's customer-driven service model.

Specific Services

CLCP will provide the following services to individuals seeking services in San Mateo County:

Basic WIOA Career Services

This level of service will provide individuals with general information about One-Stop Center services, access to the resource room, web-based job search tools such as NOVA MyPlan, access to local labor market information, and referrals to partnering agencies.

Individualized WIOA Career Services

This level of service is provided when the individual becomes a Registered Participant. Participants have access to the following services but are not required to utilize all of the offerings:

- Assessments: Conducted by Career Advisors to determine the initial needs of the participant.
- Individual Employment Plan development: Participants together with a Career Advisor identify career objectives, appropriate timeline goals, and information regarding training services.
- Individual counseling: Access to one-on-one appointments, assisting with resume, skills assessment, mock interviews, soft skills, and career exploration.
- Career planning: Work with Career Advisors to ensure appropriate achievement objectives.

- Out-of-area job search and relocation assistance: Assist participants by utilizing servicelocator.org and researching labor market information in their new area.
- English language education and training programs: Refer clients to education services.
- Follow-up services: Make follow-up services available to participants for 12 months after the first day of employment to assist with retention.

WIOA Training Services

Training services are provided to participants that have completed a career exploration process and have been approved to utilize WIOA ITA training funds. Training shall be provided through providers on the State's Eligible Training Provider List (ETPL). Training services will be managed and approved by NOVA staff. **Subrecipient has responsibility for making appropriate referrals to training to ensure a minimum expenditure of training funds of \$50,000 for Adults and \$100,000 for Dislocated Workers for Individual Training Account (ITA).** ITAs will be used to obtain occupational skills training leading to an employer-recognized credential. NOVA policy limits ITAs to a maximum of \$6,000 per customer. Training services shall be provided in a manner that maximizes consumer choice in the selection of an eligible provider.

Recruitment and Eligibility

Subrecipient is responsible for attracting sufficient numbers of eligible job seeker customers to meet its enrollment obligations. NOVA will approve eligibility verification documents submitted prior to enrollment. WIOA eligibility requirements govern who may be served with WIOA Title I adult and dislocated worker funds. Individuals to be served under this program must be a minimum of 18 years old and demonstrate the right to work in the United States. Dislocated workers must meet the definition in WIOA sec. 3(15). Refer to NOVA's *WIOA Eligibility Technical Assistance Guide* for detailed eligibility guidance.

Equal Opportunity data must be collected on every individual who is interested in being considered for WIOA services and who has signified that interest by submitting personal information. The EO data must be maintained in a manner that allows the individuals from whom the data was collected to be identified, and that ensures confidentiality. Adults and dislocated workers who receive services other than self-service or informational activities must be registered participants.

Under WIOA, veterans and eligible spouses receive priority of service in all Department of Labor-funded employment and training programs. In addition, priority must be given under WIOA adult funds to low-income individuals, public assistance recipients, or individuals who are basic skills deficient for individualized career services and training services. Refer to NOVA's *WIOA Adult Program Priority of Service* policy and procedures.

Outreach and Recruitment Strategy

CLCP's overall outreach and recruitment strategy will encompass:

- Providing excellent employment and training services at all levels, promoting word of mouth referrals to others in need of employment to the program.
- Group presentations and cultivating partnerships with Employment Development

Department (EDD), Department of Rehabilitation (DOR), Adult Education, community colleges, San Mateo County, and other community based organizations.

- Promoting WIOA services and Center resources through websites and printed publications of community-based partners.
- Participation in local events including job fairs and community resource events.
- Posting notices and flyers at partner locations, community facilities, and businesses.
- Distribution of flyers and print materials to students enrolled at adult schools and in other programs operated by the One-Stop partners.

CLCP's outreach strategy will include processes and activities aimed at recruiting specific target groups, including WIOA Adult Program candidates, by outreaching to groups and communities with individuals who are likely to be most in need of assistance from the workforce development system. Outreach efforts include a focus on local community centers, churches and faith-centered organizations, and a wide range of public benefit organizations including CalWORKs and CalFresh. Dislocated Workers may also be recruited through participation in EDD's employment workshops and other types of coordination with EDD.

Assessment

Assessments will be conducted as part of the Initial Needs appointment by Career Advisors at the One-Stop. The goal of the assessment is to determine the client's career goals and to identify any barriers to employment. It is during this time the Career Advisor and the participant will be in agreement on what next steps the participant needs to accomplish in order to achieve their career goals. The participant and the Career Advisor will create an Individual Employment Plan to identify and reinforce participant goals and needs.

In addition to using an Initial Needs questionnaire, Career Advisors will have access to web-based assessments, such as ONET Interest Profiler, Career Zone Skills Profiler, VA Wizard Values Assessment, Career Explorer, and MBTI. The assessments will better assist participants to have a clear career objective and have concrete evidence of labor market information in their specific industry in San Mateo County and surrounding areas.

Service Flow

Orientation: All individuals will be required to attend the WIOA Orientation, which is currently being facilitated remotely by staff at the NOVA Sunnyvale location. This is subject to change. Should orientations need to be facilitated by CLCP staff based on customer need, CLCP will resume delivering either in person or remotely. Registration completion will be led by CLCP Customer Service Representatives who will collect appropriate WIOA documentation for participating individuals into WIOA Adult or WIOA Dislocated Worker programs.

Initial Needs: When participants' eligibility has been verified by the NOVA Sunnyvale Document Control team, participants will connect with a Career Advisor to discuss their initial needs. During this time, participants will review their goals and work with an advisor to create an initial job search plan. Following this appointment, the participant has access to workshops and one-on-one appointments. The participant is encouraged to access all available resources to stay engaged in the program.

Career Advising and Other Career Services:

The provision of effective career advising services is central to CLCP's ability to ensure that each enrolled participant develops an appropriate plan of action, completes all program activities, and targets strategic employment objectives. The following descriptions showcase the various activities and processes which comprise CLCP's career planning system:

- Job search workshops: CLCP will offer the following 11 NOVA – approved workshops: Contracting 101, Interview: Negotiation, Behavior-based Interviewing, How to Customize a Resume, Working in a Virtual World, Interview: Accomplishment Stories, Video Introduction, Career Exploration, Interview: Sandwiching Negatives, Interview: Summary Statement, and Parts of a Resume. CLCP will continue to add more workshops throughout the year based on customer need.
- One-on-one career advising appointments: Participants will meet with a Career Advisor as often as they need to in order to be successful in their job search. Same day or next day appointments will be available.
- ITA training: Participants interested in ITA training will complete the Career Exploration guide and develop an Individual Employment Plan (IEP) with the assistance of a Career Advisor.
- Participant job placement and follow-up services.

Customer Feedback

Subrecipient must incorporate customer feedback into its service strategies and is expected to incorporate ongoing surveying of customers for continuous improvement. Subrecipient will receive a job seeker customer satisfaction survey implemented by the NOVA Sunnyvale location staff twice a year and is expected to achieve an overall customer satisfaction rate of a minimum of 85 percent.

NOVA Partners and Stakeholders' Group

Subrecipient is expected to coordinate services with NOVA's existing workforce development system partners (see MOUs with WIOA mandated partners in *NOVA Strategic Local WIOA Plan*) and others that may be identified in the future. NOVA meets regularly with its partners carrying out WIOA core programs as well as other stakeholders to coordinate resources, including those relating to serving individuals with barriers. The meetings are an opportunity to learn about access points, ensure that challenges to access are addressed, and avoid duplication of services. The meetings also provide a forum to share labor market intelligence and provide professional development and capacity building. NOVA expects Subrecipient to be a full participant in the stakeholders' group, including attending quarterly meetings, providing input to the group on challenges and best practices, and sharing customer feedback and labor market intelligence.

C. PROJECT RESULTS:

CLCP will enroll 245 new adults over the term of this Agreement, and will also continue to serve an estimated 43 adults to be carried in from the PY 20-21. CLCP will enroll 299 new dislocated workers and carry in an estimated 72. The participant plan and performance goals and outcomes that apply to this Agreement are included in Attachment 1.

Subrecipient shall endeavor to meet the goals to the best of its ability. NOVA shall review progress toward goals on a regular basis, and inadequate progress may result in reduced funding and/or the termination of this Agreement, as specified in Special Provisions Section 17.

NOVA will perform on-site fiscal and performance monitoring of Subrecipient at least once during the term of this Agreement, in accordance with NOVA's *Monitoring of WIOA Programs* policy and procedures. Any items noted for corrective action must be addressed on a timely basis, as per the policy. NOVA will provide ongoing technical assistance as necessary to accomplish the goals of this project.

II. REPORTING AND DATA COLLECTION REQUIREMENTS

Subrecipient is responsible for meeting mandated WIOA data collection requirements for participant-level data, including applications, activity records, and service case notes. Records will be entered and maintained in an Information Management System determined by NOVA. NOVA will review all eligibility documents and approve enrollments, and maintain the original eligibility file for each participant. Upon completion of services to each customer, Subrecipient will forward the customer's working file to NOVA.

Subrecipient is expected to maintain complete fiscal and accounting records including, but not limited to, backup documentation of all contract expenditures and demonstration of acceptable accounting methods to allocate costs.

All records relating to this program are subject to review and monitoring by NOVA, the State of California, and the Department of Labor and shall be made available upon request.

Financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained for a period of three years from the date of submission of the final expenditure report or, for awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, as authorized by DOL.

III. PROGRAM COORDINATION

1. NOVA's Job Seeker Services Manager, or her designee, shall be the Program Manager for the City and shall render overall supervision of the progress and performance of this Agreement by City. All services agreed to be performed by City shall be under the overall direction of the Program Manager.

2. Subrecipient shall assign a Coordinator who shall have overall responsibility for the progress and execution of this Agreement. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Coordinator, Subrecipient shall notify City immediately of such occurrence. Subrecipient Coordinator and staff will fully cooperate with City relating to this Agreement.

IV. NOTICES

All notices or correspondence required or contemplated by this Agreement shall be sent to the respective parties at the following addresses:

City: Cindy Stahl, Job Seeker Services Manager
NOVA
505 West Olive Ave., Suite 550
Sunnyvale, CA 94086
Telephone: (408) 730-7236
Email: cstahl@novaworks.org

Subrecipient: Dillon Savory, Executive Director
Central Labor Council Partnership
285 W. Shaw Avenue, Suite 201
Fresno, CA 93704
Telephone: (559) 269-0165
Email: dsavory@myunionworks.com

Nothing contained herein shall be construed to prohibit the parties from communicating by the most expedient method available, whether by commercial courier, facsimile, or by electronic means. However, for purposes of providing official notification and/or documentation as required in this Agreement, the sending party assumes full responsibility and the burden of proof for the completed transmission if the documents or notification are sent by means other than certified, first class mail through the United States Postal Service.

WIOA ADULT Participant Plan				
Organization Name: CLCP				
TERM: 7/1/2021 - 6/30/2022				
I. Quarterly Participation (Cumulative)				
Quarter End Date (MM/YY)	9/21	12/21	3/22	6/22
A. CarryIn Participants	43	43	43	43
B. New Participants Enrolled	50	123	195	245
C. Total Participants	93	166	238	288
D. Participants Exited	48	119	189	235
E. Participants Carried Out	45	47	49	53
II. Program Services - Total Participants to Receive the Following Services				
A. Basic Career Services				74
B. Individualized Career Services				288
C. Training Services				9
III. Performance Goals (PY 21-22)				
A. Employment Rate 2nd Qtr	59.1%			
B. Employment Rate 4th Qtr	67.5%			
C. Median Earnings	\$ 9,216			
D. Credential Attainment	62.0%			
E. Measurable Skill Gains	37.0%			

DISLOCATED WORKER Participant Plan				
Organization Name: CLCP				
TERM: 7/1/2021 - 6/30/2022				
I. Quarterly Participation (Cumulative)				
Quarter End Date (MM/YY)	9/21	12/21	3/22	6/22
A. CarryIn Participants	72	72	72	72
B. New Participants Enrolled	61	151	239	299
C. Total Participants	133	223	311	371
D. Participants Exited	63	157	251	316
E. Participants Carried Out	70	66	60	55
II. Program Services - Total Participants to Receive the Following Services				
A. Basic Career Services				90
B. Individualized Career Services				371
C. Training Services				19
III. Performance Goals (PY 21-22)				
A. Employment Rate 2nd Qtr	65.0%			
B. Employment Rate 4th Qtr	71.0%			
C. Median Earnings	\$ 9,281			
D. Credential Attainment	62.0%			
E. Measurable Skill Gains	37.0%			

SPECIAL PROVISIONS**S1 INSUFFICIENT FUNDING**

In the event that the U.S. Department of Labor or the Governor of the State of California fails to provide sufficient funding for implementation of the entire services as set forth herein, the amount set forth in this Agreement shall be reduced and the program shall be reduced proportionately. City shall endeavor to provide a minimum of thirty (30) days notice in the event of reduced funding.

S2 ENTIRE AGREEMENT

This Agreement, its attachments and references cited herein fully express all understandings of the parties concerning the matters covered herein. No addition to or alteration of the terms of this Agreement, and no other Agreements of the parties or their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement duly approved and executed by the parties' authorized representative(s).

S3 PROCEDURE TO MODIFY THE AGREEMENT

Subrecipient shall submit its request for changes in writing to the City's Program Manager as identified in Exhibit A. Such modification requests must include a summary of the proposed revisions and justification for each.

S4 INDEMNIFICATION

Subrecipient shall defend, indemnify, and hold harmless City, its officers, employees, agents and volunteers from and against any claims, losses, injuries, suits, actions or judgments and from any and all liability for any and all claims, losses, injuries, suits, actions or judgments filed or brought by any and all persons because of or arising or resulting from, or in connection with any negligent act, omission or willful misconduct by Subrecipient, or its officers, employees, agents or representatives. Subrecipient further agrees to reimburse City for all costs, reasonable attorneys' fees, expenses and liabilities incurred in any legal action arising out of any obligation of Subrecipient to be performed under this Agreement or arising from any negligence or willful misconduct of Subrecipient, its officers, employees, agents or representatives. Nothing in this section shall be construed to prohibit apportionment of liability, damages and related defense costs as between Subrecipient and City for third-party claims in accordance with applicable provisions of California law. City shall notify Subrecipient of any third-party claims related to this Agreement within thirty (30) days of receipt, however, failure to provide such notice shall not operate to waive Subrecipient's obligations under this Section.

S5 LEGAL RELATIONSHIP

- 5.1 It is understood and agreed that Subrecipient is an independent contractor and that no relationship of employer-employee exists between the parties hereto; that Subrecipient shall not be entitled to any benefits available to employees of City; that City is not required to make any deductions from the compensation payable to Subrecipient under the provisions of this Agreement; that as an independent contractor, Subrecipient thereby holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed that Subrecipient has no authority to act for or on behalf of City other than acting as Subrecipient in carrying out and performing the terms of the Agreement.
- 5.2 The Federal Government and the State of California are not parties hereto and no legal liability on the part of the federal or state government is implied under the terms and conditions of this Agreement; any liabilities, legal actions or disputes as may arise under this Agreement are between the City and Subrecipient.
- 5.3 All powers not explicitly vested in the Subrecipient by this Agreement remain with City.
- 5.4 Subrecipient, without additional expense to City, shall be responsible for obtaining any necessary licenses and permits, and for complying with any applicable federal, (including OSHA) state and municipal laws, codes and regulations. Subrecipient shall be similarly responsible for all damages to persons or property that occur as a result of Subrecipient fault or negligence. Subrecipient shall take adequate precautions to protect the work, the workers, the public, and the property of others. Failure to do so shall place Subrecipient in default of the terms of this Agreement.
- 5.5 If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.
- 5.6 In no event shall any payment by City hereunder constitute or be construed to be a waiver by City of any breach of covenants or conditions of this Agreement or any default which may then exist on the part of the Subrecipient. The making of any such payment shall not prejudice any right or remedy available to City with respect to such breach or default.
- 5.7 In no event shall a waiver by City of any of the provisions herein invalidate the remainder of the Agreement.

S6 CONFLICT OF INTEREST

Subrecipient shall maintain a written code of standards. The Subrecipient will insure that no actual or apparent conflict of interest shall occur relative to the performance of this Agreement.

S7 PERSONNEL

- 7.1 Subrecipient represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or be deemed thereby to have any contractual relationship with City.
- 7.2 All of the services hereunder will be performed by Subrecipient or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

S8 INTELLECTUAL PROPERTY8.1 Federal Funding

If this Agreement is funded in whole or in part by the federal government, City may acquire and maintain the intellectual property rights, title, and ownership which result directly or indirectly from the Agreement, except as provided in 37 CFR Part 401.14. However, pursuant to *Uniform Guidance* 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900, the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such intellectual property in any manner for governmental purposes and to permit others to do so.

8.2 Ownership

a. Except where City has agreed in a signed writing to accept a license, City shall be and remain without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subrecipient or City and which result directly or indirectly from this Agreement.

b. For the purposes of this Agreement, intellectual property means recognized protectable rights and interest such as: patents (whether or not issued), copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, oral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, goodwill, any data or information maintained, collected or stored in the ordinary course of business by City, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(1) For the purposes of the definition of intellectual property, "works" means all literary works, writings and printer matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sounds recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of

- expression. It includes preliminary and final products and any materials and information developed for the purpose of producing those final products. "Works" does not include article submitted to peer review or reference journals or independent research projects.
- c. In the performance of this Agreement, Subrecipient may exercise and utilize certain of its intellectual property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Subrecipient may access and utilize certain of City's intellectual property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Subrecipient shall not use any of City's intellectual property now existing or hereafter existing for any purposes without the prior written permission of City. Except as otherwise set forth herein, neither the Subrecipient nor City shall give any ownership interest in nor rights to its intellectual property to the other party. If, during the term of this Agreement, Subrecipient accesses any third-party intellectual property that is licensed to City, Subrecipient agrees to abide by all license and confidentiality restrictions applicable to City in the third party's license agreement.
 - d. Subrecipient agrees to cooperate with City in establishing or maintaining City's exclusive rights in the intellectual property and in assuring City's sole rights against third parties with respect to the intellectual property. If the Subrecipient enters into any agreements or subcontracts with other parties in order to perform this Agreement (other than for customized or on-the-job training), Subrecipient shall require the terms of the agreement(s) to include all intellectual property provisions of this Agreement.
 - e. Subrecipient further agrees to assist and cooperate with City in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce City's intellectual property rights and interests.

8.3 Retained Rights/License Rights

- a. Except for intellectual property made, conceived, derived from, or reduced to practice by Subrecipient or City and which result directly or indirectly from this Agreement, Subrecipient shall retain title to all of its intellectual property to the extent such intellectual property is in existence prior to the effective date of this Agreement. Subrecipient hereby grants to City, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Subrecipient's intellectual property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the intellectual property as set forth herein.
- b. Nothing in this provision shall restrict, limit, or otherwise prevent Subrecipient from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Subrecipient's use does not infringe the patent, copyright, trademark rights, license or other intellectual property rights of City or third party, or result in a breach or default of any provisions of this section of Agreement or result in a breach of any provisions of law relating to confidentiality.

8.4 Copyright

a. Subrecipient agrees that for purposes of copyright law, all works of authorship made by or on behalf of Subrecipient in connection with Subrecipient's performance of this Agreement shall be deemed "works made for hire." Subrecipient further agrees that the work of each person utilized by Subrecipient in connection with the performance of this Agreement will be a "work made for hire." Subrecipient shall enter into a written Agreement with any such person that: (i) all work performed for Subrecipient shall be deemed a "work made for hire" under the Copyright Act, and (ii) that person shall assign all right, title, and interest to City to any work product made, conceived, derived from, or reduced to practice by Subrecipient or City and which results directly or indirectly from this Agreement.

b. All materials, including but not limited to computer software and visual works or text, reproduced or distributed pursuant to this Agreement that include intellectual property made, conceived, derived from, or reduced to practice by Subrecipient or City and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from City.

8.5 Patent Rights

With respect to inventions made by Subrecipient in the performance of this Agreement, which did not result from research and development specifically included in Subrecipient's scope of work, Subrecipient hereby grants to City a license for devices or materials incorporating or made through the use of such inventions. If such inventions result from research and development work specifically included within the Subrecipient's scope of work, then Subrecipient agrees to assign to City, without additional compensation, all its right, title, and interest in and to such inventions and to assist City in securing United States and foreign patents with respect thereto.

8.6 Third-Party Intellectual Property

Except as provided herein, Subrecipient agrees that its performance of this Agreement shall not be dependent upon or include any intellectual property of Subrecipient or third party without first: 1) obtaining City's prior written approval; and 2) granting to obtaining for City, without additional compensation, a license of any of Subrecipient's or third-party's intellectual property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and City determines that the intellectual property should be included in or is required for Subrecipient's performance of the Agreement, Subrecipient shall obtain a license under terms acceptable to City.

8.7 Warranties

a. Subrecipient represents and warrants that:

- 1) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- 2) Neither Subrecipient's performance of this Agreement, nor the exercise by either party of the rights grant in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the intellectual property made, conceived, derived from, or reduced to practice by Subrecipient or City and which result directly or indirectly from this Agreement will infringe upon or violate any intellectual property right, non-

- disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by any state, the United States, or any foreign country.
- 3) Neither Subrecipient's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
 - 4) It has secured and will secure all rights and licenses necessary for intellectual property including but not limited to consents, waivers or releases from all authors of music or performances used, and talent (radio, televisions and motion picture talent), owners of any interest in and to real estate, site locations, property or props that may be used or shown.
 - 5) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights grant to City in this Agreement.
 - 6) It has appropriate systems and controls in place to ensure that state and federal funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - 7) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Subrecipient's performance of this Agreement.
- b. City makes no warranty that the intellectual property resulting from this Agreement does not infringe upon any patent, trademark, copyright or the like now existing or subsequently issued.

8.8 Intellectual Property Indemnity

a. Subrecipient shall indemnify, defend and hold harmless City and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products ("indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with to any thereof), whether or not rightful, arising from any and all actions of claims by any third party or expenses related thereto (including but not limited to all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action or proceeding commenced or threatened) to which any of the Indemnities may be subject, whether or not Subrecipient is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Subrecipient pertaining to intellectual property; or (ii) any intellectual property infringement, or any other type of actual or alleged infringement claim, arising out of City's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the intellectual property made, conceived, derived from, or reduced to practice by Subrecipient or City and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Agreement. City reserves the right to participate in and/or control, at Subrecipient's expense, any such infringement action brought against City.

b. Should any intellectual property license by the Subrecipient to City under this Agreement become the subject of an intellectual property infringement claim, Subrecipient will exercise

its authority reasonably and in good faith to preserve City's right to use the licensed intellectual property in accordance with this Agreement at no expense to City. City shall have the right to monitor and appear through its own counsel (at Subrecipient's expense) in any such claim or action. In the defense or settlement of the claim, Subrecipient may obtain the right for City to continue using the license intellectual property or replace or modify the licensed intellectual property so that the replaced or modified intellectual property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed intellectual property. If such remedies are not reasonably available, City may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation or any other rights and remedies available at law or in equity.

c. Subrecipient agrees that damages alone would be inadequate to compensate City for breach of any term of these intellectual property provisions of this Section by Subrecipient. Subrecipient acknowledges City would suffer irreparable harm in the event of such breach and agrees City shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or imitation of any other rights and remedies available at law or in equity.

8.9 Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

S9 SUBCONTRACTING/ASSIGNMENT

9.1 Subrecipient's duties under this Agreement shall not be delegated by Subrecipient nor shall any of the work or services to be performed hereunder be subcontracted out to third parties without the prior, written consent of the City. Third-party subcontractors identified in this Agreement shall be deemed to have been approved by City. Subrecipient shall perform oversight of such third-party subcontractors to ensure compliance with WIOA regulations, including requirements related to confidentiality, records retention, allowable costs, and other requirements applicable to this program.

S10 COMPLAINTS/GRIEVANCES

Subrecipient shall follow the City's policies and procedures for resolving any complaints and/or grievances arising in connection with an alleged violation of the grant, or other Agreements.

S11 PUBLIC ACCESS TO RECORDS

As a condition of receiving WIOA (Workforce Innovation and Opportunity Act) funds, the independent auditor or monitor of the City, the State of California Employment Development Department auditors, investigators, and monitors, and the Department of Labor, Comptroller General of the United States or their duly authorized representatives shall at all times during the Agreement term and for a period of three years thereafter have the right of access to any books, documents, papers, financial statements and records (including computer records) of the Subrecipient which are directly pertinent to charges under this Agreement to assure compliance with the terms of the Agreement and the WIOA statutes, regulations, and directives, and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Subrecipient's personnel with knowledge of the records and financial statements for the purpose of interviews and discussions related to documents and services provided under this Agreement.

S12 INSURANCE AND BONDS

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

12.1 Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage and \$2,000,000 aggregate. ISO Occurrence Form CG 0001 is required.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 is required.
3. Workers' Compensation Statutory Limits and Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

12.2 Deductibles and Self-Insured Retentions

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

12.3 Other Insurance Provisions

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

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Subrecipient; products and completed operations of the Subrecipient; premises owned, occupied or used by the Subrecipient; or automobiles owned, leased, hired or borrowed by the Subrecipient. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, the Subrecipient's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not effect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
4. The Subrecipient's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.
6. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the Subrecipient's policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

12.4 Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

12.5 Verification of Coverage

Subrecipient shall furnish the City of Sunnyvale with an original Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Sunnyvale prior to commencement of work.

The City will accept evidence of self-insurance from the Subrecipient that meets the above requirements.

12.6 Fidelity Bonds

If cash advances are part of the contract, a fidelity bond is required in an amount of \$100,000 or the highest estimated monthly expenditure, whichever is lower, covering any and all of City's officers and employees involved in the performance of the contract.

S13 FISCAL AND RECORDKEEPING RESPONSIBILITIES

- 13.1 Subrecipient shall comply with OMB CFR Chapter II, Part 200, et al., *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards: Final Rule* and the Department of Labor's (DOL) exceptions at 2 CFR Chapter II, Part 2900 et al. and as hereafter amended relating to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.
- 13.2 Subrecipient shall maintain adequate administrative and accounting controls, personnel standards, evaluation procedures and other policies to promote the safe and effective use of funds provided by this Agreement.
- 13.3 Subrecipient shall submit reports of fiscal data in accordance with City's policies and procedures. For cost reimbursement Agreements, fiscal accounts shall be maintained in a manner sufficient to permit preparation of expense reports on an accrual basis as required by City and DOL. Such financial information reported must be taken directly or linked by worksheet to books of original entry and traceable to source documents. Subrecipient shall maintain a cost allocation plan for distribution of shared costs. Fiscal records must provide a clear audit trail.
- 13.4 Subrecipient shall separately account for WIOA funds on deposit. All funding under this agreement will be made by check or wire transfer for deposit in Subrecipient's bank account.
- 13.5 Under this Agreement Subrecipient shall use funds allocated exclusively for costs related to employment and training services as defined in Exhibit A, Program Design and Standards.
- 13.6 Subrecipient shall not be allowed to recover costs incurred before and after the term of this Agreement.
- 13.7 All records pertaining to this Agreement shall be retained for five (5) years from the date of City's final expenditure report except when audit has not been completed or audit findings have not been resolved. In such cases, the pertinent records must be maintained until audit is completed and audit findings resolved. Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.
- 13.8 For any Agreement in which unexpended funds resulting from cash advances remain upon completion or termination of this Agreement, Subrecipient shall return such funds to the City within sixty (60) days of the termination of Agreement.
- 13.9 Subrecipient shall account for any income received deemed as Program Income and utilize said income in accordance with that same section. For public or private non-profit agencies, this shall include any revenues in excess of costs. These funds may be retained by the

Subrecipient to underwrite additional training or training related services pursuant to the Agreement and/or grant which generated them as approved by City; or the funds shall be returned to City. Fiscal records must provide a clear audit trail for expenditures incurred and costs relative to additional training or services to be provided by appropriate cost category.

S14 PROPERTY MANAGEMENT

- 14.1 The Subrecipient must obtain City's approval prior to charging this Agreement for any portion of the cost of the following:
- The purchase of property with a per-unit single cost totaling \$5,000 or more.
 - The purchase, rent, licensing, maintenance fee, or subscription of information-technology applications/software/services with a per-unit single or cumulative cost totaling \$5,000 or more within a twelve-month period.
- The Subrecipient shall consult with the City prior to disposing of equipment purchased with WIOA funds.
- 14.2 The Subrecipient shall allow the City to make on-site verification that authorized non-expendable property has been purchased and is being used for the purposes of this Agreement. Subrecipient must maintain accurate inventory records of all equipment purchased with federal funds.
- 14.3 Subrecipient shall maintain an audit trail showing the acquisition and disposition of all non-expendable property. Such records shall be retained for a period of three (3) years after the final disposition of the property.
- 14.4 Funds provided under the Agreement shall not be used for the purchase of real property or options to purchase.

S15 RIGHT TO REALLOCATE FUNDS

- 15.1 City will monitor Subrecipient's expenditures monthly under this Agreement and may reallocate funds in the event Subrecipient is not making adequate progress toward budget goals, per Exhibit D of this Agreement.
- 15.2 City will provide Subrecipient with no less than thirty (30) days written notification of its intent to reallocate funds. Subrecipient shall have opportunity to respond and offer any views and recommendations within the 30-day notification period. City is not bound to accept Subrecipient's views and/or recommendations with respect to the intended reallocation.

S16 REPORTS

- 16.1 Subrecipient shall prepare and submit all required documents and reports as specified by the City. In addition, special reports necessary for program operation and evaluation may be required.
- 16.2 Subrecipient shall submit a monthly performance report, within 10 days of the end of a month, to City. This report shall reflect current performance to plan information, note any

areas of concern or problems, and include any other information as appropriate to the performance of the services under this Agreement.

S17 TERMINATION OF AGREEMENT

This Agreement may be terminated in whole or in part under the following circumstances:

17.1 Termination for Convenience

In the event that either the Subrecipient or the City determines that continuation of this Contract would not be in its best interests, this Agreement may be terminated in whole or in part by either party. Termination shall be effected by delivery to the Subrecipient or City of a Notice of Termination. Such notice shall be delivered a minimum of 30 days prior to the effective date of termination, which shall be specified in the notice. Subrecipient shall be compensated pursuant to the terms of this Agreement for all funds earned up to the point of termination.

17.2 Termination for Cause

City may terminate this Agreement when it has determined that Subrecipient has failed to provide any of the services specified or to comply with any of the provisions contained in this Agreement. City will notify the Subrecipient of such unsatisfactory performance in writing. Subrecipient will correct the deficiencies within the timeframe provided by City or the Agreement terminates. In the event of such termination, City shall be liable for payment only for such services as were satisfactorily rendered prior to the effective date of the termination.

17.3 Insufficient Funding

Under conditions of reduced funding, the City reserves the right to immediately terminate this Agreement.

S18 SUSPENSION OF FUNDS

City may suspend payments to Subrecipient under the following circumstances:

18.1 Failure to comply in any respect with either the terms and/or conditions of this Agreement.

18.2 Submittal by Subrecipient of reports which are incorrect or incomplete in any substantial and material respect.

18.3 Failure of Subrecipient to accept any additional conditions that may be required by law, by executive order, by regulation, or by other policy announced by DOL or the State at any time.

S19 WITHHOLDING OF PAYMENTS/REIMBURSEMENTS

Notwithstanding any other provision of this Agreement, City may elect not to make a particular payment under this Agreement if:

- 19.1 Subrecipient, with or without knowledge, shall have made any misrepresentation of a substantial and material nature with respect to any information furnished to City;
- 19.2 There is pending litigation with respect to the performance by Subrecipient of any of its duties or obligations hereunder which may jeopardize or adversely affect carrying out the project, including any court action or proceeding involving the Federal Bankruptcy Act or assignment for benefit of creditors;
- 19.3 Subrecipient is in default under any provision of this Agreement.

S20 DISPUTES

- 20.1 The Subrecipient agrees to use best efforts to resolve disputes arising from this Agreement by administrative processes and negotiations in lieu of litigation. Subrecipient agrees to continue performance unless impasse declared.
- 20.2 Any dispute concerning a question of fact or the resolution of costs arising under this Agreement which is not settled by informal means shall be decided by the City's Program Manager. A written decision will be mailed or otherwise furnished to the Subrecipient, in accordance with City's procedures.
- 20.3 Subrecipient shall have access to the City's Grievance Procedures for the resolution of any complaints or issues not resolved informally.

S21 DISALLOWED COSTS

Except to the extent that the City determines it will assume liability, Subrecipient will be liable for and will repay to City, or deduct from a future Request for Payment, any amounts expended under this Agreement found not to be in accordance with WIOA including, but not limited to, disallowed costs. Such repayment will be from funds (non-federal) other than those received under WIOA. Any such sum shall be deemed delinquent which remains unpaid thirty (30) days following written demand by City for payment.

S22 PAYMENT TO SUBCONTRACTOR

City will pay Subrecipient for the performance of its services and duties as specified in the Agreement. Payment shall be for allowable costs actually incurred by Subrecipient pursuant to the Agreement during its period of performance.

S23 PROGRAM AGENT POLICIES AND PROCEDURES

- 23.1 Subrecipient shall comply with City's policies and procedures, and any directive or other bulletin issued which clarify or modify City policies and procedures.

- 23.2 If the Subrecipient conducts eligibility determination, Subrecipient shall assure that only eligible participants are enrolled in the program funded under this Agreement. Failure of this condition shall entitle City to recovery of disallowed costs incurred by any ineligible participant.

S24 COORDINATION WITH PROGRAMS UNDER TITLE IV OF THE HIGHER EDUCATION ACT

- 24.1 Education Assistance Programs shall include, but not be limited to, Federal and State Programs such as Pell Grant, Supplemental Educational Opportunity Grant, Work Study program, the Perkins loan, the Family Education Loan, Direct Loan Demonstration, Cal Grant C and Board of Governors Grant.
- 24.2 If the Subrecipient is a recipient of Title IV funding, then the Subrecipient shall institute the following procedures: Subrecipient shall report all financial assistance applications, including but not limited to those for Pell grants, and resultant funds received which cover all or part of the tuition and fees, books and supplies, or trainee support costs relative to all participants enrolled under this Agreement, especially under Title IV of the Higher Education Act. The specific usage of any financial assistance funds must be documented in the participant's training plan and shall be incorporated into this Agreement as appropriate. Any financial assistance funds received by Subrecipient on behalf of participants under this Agreement for the specific purposes of tuition, fees, books, and/or supplies shall be immediately reported to City. If payment for such expenses has already been made by City to Subrecipient, Subrecipient shall reimburse City at the address provided in Section 21, Notices, for the amount of any financial assistance received for the above specific purposes. Participants shall not be required to apply for or access student loans or incur personal debt as a condition of participation.
- 24.3 Subrecipient shall identify all Title IV monies made available to the participant, and inform the City of the amount and disposition of HEA Title IV awards and other types of financial aid given to each participant.
- 24.4 If Pell Grants are utilized, the proper mix of Workforce Innovation and Opportunity Act funds and Pell resources shall be documented.
- 24.5 Subrecipient shall demonstrate its capacity for monitoring and providing necessary reports relative to this section as part of the normal monitoring conducted by the City.

S25 AUDIT REQUIREMENTS

- 25.1 Non-Federal subrecipients that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR Part 200.514, except when they elect to have a program-specific audit. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant Agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with 200.507. Subrecipient shall submit a copy of its audit report to the City within 30 days of receipt of the audit report or

within nine months of the end of the audit period, whichever is earlier. If this Agreement is for goods or services provided as a contractor, Subrecipient is not subject to these audit requirements.

S26 RECEIPT OF ADDITIONAL FUNDS

Subrecipient shall report any additional or unexpected funds received in conjunction with the services provided under the terms of this Agreement to the City upon receipt of such funds or notification of award of such funds.

S27 ATTORNEY'S FEES AND COSTS

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover all legal costs and reasonable attorney's fees incurred in bringing such as action, whether such action is resolved by adjudication, arbitration or settlement.

S28 INCIDENT REPORTING

Subrecipient shall establish appropriate internal procedures to prevent and detect fraud, abuse, and other criminal activity relative to WIOA-funded activities and services. Any such incidents detected shall immediately be reported to City's Job Seeker Services Manager, or in her absence, City's Director of NOVA Workforce Services. Internal procedures must be in writing and include the designation of a person on the subrecipient's staff who will be responsible for such notifications.

S29 SALARY AND BONUS LIMITATIONS

In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006 shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II (note: \$197,300 as of 1/20), except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to contractors providing goods and services as defined in *Uniform Guidance* 2 CFR Part 200 and Part 2900. The incurrence of costs and receiving reimbursement for these costs under this award certifies that your organization has read the above special condition and is in compliance.

ASSURANCES AND CERTIFICATIONS

1. The Subrecipient assures and certifies that it will in performing its responsibilities as a subrecipient under this Agreement hereby fully comply with the provisions of:

- **The Workforce Innovation and Opportunity Act of 2014 (WIOA);**
- The Office of Management and Budget (OMB) *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards: Final Rule*, at 2 Code of Federal Regulations (CFR) Chapter II, Part 200, et al; and the Department of Labor's (DOL) exceptions at 2 CFR Chapter II, Part 2900 et al; and
- All regulations, legislation, directives, policies, procedures and amendments issued pursuant hereto.

Other Requirements:

- All State legislation and regulations to the extent permitted by federal law and all policies, directives, and/or procedures which implement the WIOA.
- The provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to DOL job training programs.

2. **NONDISCRIMINATION**

Subrecipient assures and certifies it will comply with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which states that no individual in the United States may, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in any WIOA Title I—financially assisted program or activity, be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any WIOA Title I—funded program or activity.
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin.
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- Subrecipient shall also comply with *Uniform Guidance* 2 CFR Part 200 and Part 2900 and all other regulations implementing the laws listed above.

Subrecipient agrees to comply with the Americans with Disabilities Act (ADA) of 1990, as well as all applicable regulations and guidelines issued pursuant to ADA (42 USC 12101 et seq).

Subrecipient shall include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

3. CONFIDENTIALITY

The City, State of California, and Subrecipient will exchange various kinds of information pursuant to this Agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the California Department of Corrections and Rehabilitation, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, and the Department of Alcohol and Drug Programs.

City and Subrecipient agree that:

- a. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- b. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- c. The Subrecipient agrees that information obtained under this Agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this Agreement.
 - 1) Aggregate Summaries: All reports and/or publications developed by the Subrecipient based on data obtained under this Agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
 - 2) Publication: Prior to publication, Subrecipient shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variable should be recorded in order to protect confidentiality.
 - 3) Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- d. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.

- e. The Subrecipient shall notify City's designated data security representative (see below) by telephone of any actual or attempted information security incidents within 24 hours of initial detection. Information security incidents include but are not limited to any event (intentional or unintentional) that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets. Subrecipient shall cooperate with City in any investigation of security incidents. The system or device affected by an incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If Subrecipient learns of a breach in the security of the system which contains confidential data obtained under this Agreement, then Subrecipient must provide notification to individuals pursuant to Civil Code Section 1798.82.
- f. The Subrecipient shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Agreement. This shall include but is not limited to security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of files; and the prevention, detection, and minimization of water damage.
- g. At no time will confidential data obtained pursuant to this agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are full encrypted.
- h. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure found in section 1798.55 of the Civil Code, section 502 of the Penal Code, section 2111 of the Unemployment Insurance Code, section 10850 of the Welfare and Institutions Code and other applicable local, state and federal laws.
- i. Each party shall (where appropriate) store and process information in electronic format in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- j. Each party shall promptly return to the other party confidential information when its use ends or destroy the confidential information utilizing an approved method of destroying confidential information by shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- k. If the Subrecipient enters into an Agreement with a third party to provide services, Subrecipient agrees to include these data and security and confidentiality requirements in the Agreement with the third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
- l. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation. As of this date, the following are those individuals:

For the City:

Cindy Stahl, Job Seeker Services Manager, (408) 730-7236

For the Subrecipient:

Amy Anderson, SMC Regional Manager, (650) 581-0060

4. Subrecipient makes the following further assurances and certifications:
- a. Subrecipient certifies, by executing this Agreement, that neither it nor its principals are listed on the government-wide Excluded Parties List System in the System for Award Management (SAM). The list in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.
 - b. Subrecipient, by signing this Agreement, does swear under penalty of perjury that it has not failed to satisfy any major condition in a current or previous agreement with the Department of Labor, State of California, or City and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
 - c. Subrecipient certifies, by executing this Agreement, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8355) and will provide a drug-free workplace by taking the following actions:
 - 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - 2) Establish a Drug-Free Awareness Program as required to inform employees about all of the following:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the person's or organization's policy of maintaining a drug-free workplace;
 - (c) any available counseling, rehabilitation, and employee assistance programs;
 - and
 - (d) penalties that may be imposed upon employees for drug abuse violations.
 - 3) Provide that every employee who works on the proposed Agreement:
 - (a) will receive a copy of the Subrecipient's drug-free statement; and
 - (b) will agree to abide by the terms of the Subrecipient's statement as a condition of employment on the Agreement.
 - d. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646), which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

- e. It will comply with the provisions of the Hatch Act, which limits the political activity of certain State and local government employees as appropriate.
- f. It will comply with the requirements that no program under the Act involve political activities.
- g. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- h. Subrecipient certifies that this agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor to any institution controlled by same. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship. In addition, the employment or training of participants in sectarian activities is prohibited.
- i. Funds provided through this Agreement shall only be used for activities that are in addition to those which would otherwise be available in the area in the absence of such funds.
- j. If the amount of the Agreement exceeds \$100,000, the Subrecipient hereby assures and certifies to the lobbying restrictions at *Uniform Guidance* 2 CFR Part 200 and 2 CFR Part 2900:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an 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 over \$100,000.

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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance is placed when entering into this Agreement and is a prerequisite for entering into this Agreement 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.

- k. Subrecipient shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
- l. If the amount of the Agreement exceeds \$150,000, the Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7471q), and the Federal Water Pollution Control Act as amended (33 USC 1251-1387).
- m. If Subrecipient is a corporation, certifies it is registered with the Secretary of State of the State of California.
- n. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theatre on or after August 5, 1964, and on or before May 7, 1975, assuring adequate training and employment opportunities for such veterans in its programs.
- o. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration Facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeship occupations.
- p. It possesses legal authority to apply for the subaward; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. Documentary proof of the action authorizing the Subrecipient to apply for the subaward shall be provided to the City upon demand.
- q. Appropriate standards for health and safety in work and training situations will be maintained.
- r. It will provide workers' compensation protection to participants in on-the-job training or work experience, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, employees is provided through a self-insurance system, coverage of any participants shall also be provided through that system. Where participants are employed or engaged in any program where others are similarly employed and not covered by an applicable workers' compensation statute, participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute.

- s. Institutional skill training and training on-the-job shall only be for occupations in which the City has determined there is reasonable expectation for employment.
- t. Standards and procedures with respect to the awarding of academic credit and certifying educational attainment in programs conducted under said title shall be consistent with the requirements of applicable State and local law and regulation.
- u. No program shall impair existing contracts for services or collective bargaining agreements, unless the employer and the labor organization concur in writing with respect to any elements of the proposed activities which affect such Agreement, or either such party fails to respond to written notification requesting its concurrence within 30 days of receipt of notification. In addition, no funds awarded under this Agreement shall be used to assist, promote, or deter union organizing.
- v. No participant shall be employed or job opening filled (A) when any other individual is on layoff from the same or any substantially equivalent job, or (B) when the employer has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this grant.
- w. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
- x. No participant who is engaged in this program may be charged a fee for placement or referral services.
- y. No funds awarded under this Agreement shall be used to encourage or induce the relocation of an establishment or part thereof, which results in a loss of employment for any employee at the original location.
- z. Subrecipient shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

BUDGET

The Subrecipient will be reimbursed for adult and dislocated worker services program costs and activities conducted within the scope of this Agreement. The budget under this Agreement shall not exceed a total of \$750,000 as detailed in Attachment 1.

Any changes requested for the budget shall be submitted by written request to the City and are subject to City's written approval.

Accrued expenditures (not yet paid) must be reported monthly on the Request for Payment.

Matching funds¹ are not required for this Agreement but are encouraged in order to leverage grant funds. They may be reported on the Request for Payment. Documentation must be maintained for matching fund expenditures reported.

METHOD OF PAYMENT

This Agreement is a cost reimbursement Agreement. Reimbursement for 100% of program costs and activities can be invoiced as completed on a monthly basis using the Request for Payment form enclosed with this Agreement. Requests shall be submitted by the 10th of the month following the month for which reimbursement is being requested.

Expenditures for adults and dislocated workers must be tracked and reported separately.

Documentation of all expenditures consisting of general ledger printouts and supporting documentation of cost allocation must be submitted with each payment request. Failure to submit required documentation and forms may cause a delay in payment.

¹ The definition of cash match is a contribution of funds made available to the contractor, to be used specifically for these project activities and consistent with the allowable activities of the fund source. The contractor has control over and disburses these funds. Examples include: money received from employers, foundation, private entities, or local governments. The definition of in-kind match is a contribution of non-cash resources used specifically for project activities. Examples include donated personnel, services, or use of equipment or space.

BUDGET SUMMARY PLAN				
Organization Name: CLCP				
Project Title: WIOA Adult / Dislocated Worker Programs				
Term: 7/1/2021 - 6/30/2022		Adult	DW	TOTAL
I. Expenditures:				
A. Staff Salaries		207,188	310,783	517,971
B. Staff Benefits		16,891	25,337	42,228
Staff Benefit Rate (%)	8%			
C. Staff Travel		1,120	1,680	2,800
D. Operating Expenses		14,348	21,522	35,870
E. Leases		36,098	54,146	90,244
F. Supportive Services		400	600	1,000
G. Indirect Costs		23,955	35,932	59,887
Indirect rate (%)	10%			
Total		300,000	450,000	750,000
Budget for Training Referrals		50,000	100,000	150,000

CITY OF SUNNYVALE – NOVA WORKFORCE SERVICES DEPARTMENT
REQUEST FOR PAYMENT

1. Subrecipient Name: **Central Labor Council Partnership**
2. Mailing Address: **285 W. Shaw Avenue, Suite 201**
Fresno, CA 93704
3. Request Period: From _____ to _____
4. Payment is requested for the following budget items (attach backup documentation):

Description	Adult	Disl Worker	Total
a. Staff Salaries	\$	\$	\$
b. Staff Benefits			
c. Staff Travel			
d. Operating Expenses			
e. Work Experience			
f. Supportive Services			
g. Vocational Training			
h. Total			

5. Current Request \$ _____
6. Cumulative Requests \$ _____ (NOVA to calculate)
7. Matching Expenditures \$ _____ (attach documentation)
8. Accrued Expenditures (not yet paid): \$ _____

CERTIFICATION:

I CERTIFY that to the best of my knowledge and belief this report is true in all aspects and that all disbursements have been made for the purpose and conditions of this grant.

Authorized Signature Title Date

SEND TO:

NOVA Workforce Board, Attn: Fiscal, 505 W. Olive Ave., Suite 550, Sunnyvale, CA 94086
Or email pdf to: dgamble@novaworks.org and klim@novaworks.org

NOVA WORKFORCE SERVICES USE ONLY

Cash reimbursement for the period _____ is recommended in the amount of \$_____.

By: _____ Date: _____

Approved By: _____ Date: _____

Budget Reference No.: -521227 (adult) \$ _____
-521227 (disl worker) \$ _____

Original to:

_____ City Clerk
_____ NOVA
_____ JobTrain

AGREEMENT BETWEEN
CITY OF SUNNYVALE AND JOBTRAIN
FOR YOUTH WORKFORCE DEVELOPMENT SERVICES

This Agreement is made on _____ between the City of Sunnyvale, a California municipal corporation (hereinafter referred to as "City"), on behalf of the NOVA Workforce Board, and **JobTrain**, a 501(c)(3) nonprofit educational and training institution (hereinafter referred to as "Subrecipient" or "JobTrain").

Whereas, City has applied for and been granted funds from the State of California to provide workforce development services to youth eligible under the Workforce Innovation and Opportunity Act Title I; and

Whereas, under this Agreement, Subrecipient is participating in the operation of such youth services as a subrecipient of funds; and

Whereas, City and Subrecipient are required to execute an Agreement wherein they agree to adhere to and comply with the conditions and requirements established for use of the funds of this grant;

Now, therefore, it is agreed:

1. **Terms and Conditions**: Subrecipient agrees to provide employment and training services and to comply with other requirements in accordance with the following:

- (a) Program Design and Standards – Exhibit A;
- (b) Special Provisions – Exhibit B;
- (c) Assurances and Certifications – Exhibit C;

- (d) Budget and Method of Payment – Exhibit D;
- (e) Request for Payment – Exhibit E; and
- (f) State of California and Department of Labor guidelines, as they now exist are or hereinafter amended.

The above-referenced Attachments and Exhibits are incorporated by reference as though fully set forth herein.

- 2. Term of Agreement: July 1, 2021 through June 30, 2022
- 3. Funding Limit: \$378,000
- 4. Agreement Number: 001-301-22
- 5. State of California Subgrant No.: tbd
- 6. Assistance Listing # (formerly known as CFDA #): 17.259

The parties, by and through their authorized representatives as indicated below, hereby acknowledge and agree to the terms and conditions of this **Agreement**.

CITY OF SUNNYVALE**JOBTRAIN**

BY: _____

BY: _____

NAME: **Kent Steffens**NAME: **Hayam Demian**TITLE: **City Manager**TITLE: **Chief Operating Officer**

PROGRAM DESIGN AND STANDARDS

I. PROGRAM DESIGN

A. PROJECT OVERVIEW: The following is a programmatic description of what will be accomplished during the contract period.

The Workforce Innovation and Opportunity Act (WIOA) affirms the Department of Labor's commitment to providing high quality services for youth and young adults beginning with career exploration and guidance, continued support for educational attainment, opportunities for skills training in in-demand industries and occupations, and culminating with a good job along a career pathway or enrollment in post-secondary education.

Per WIOA, the design framework services of local youth programs must provide an objective assessment of the academic and occupational skill levels and service needs of each participant, including a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes (including interests and aptitudes for nontraditional jobs), supportive service needs, and developmental needs, for the purpose of identifying appropriate services and career pathways for participants and informing the individual service strategy.

Youth programs must provide activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a recognized postsecondary credential; preparation for postsecondary educational and training opportunities; strong linkages between academic instruction and occupational education that lead to the attainment of recognized postsecondary credentials; preparation for unsubsidized employment opportunities, in appropriate cases; and effective connections to employers, including small employers, in in-demand industry sectors and occupations of the local and regional labor markets.

This Agreement is to operate a WIOA Title I Youth program to serve WIOA-eligible out-of-school youth ages 16–24, with a focus on those residing or attending school in San Mateo County.

Eligibility

Out-of-School Youth

An out-of-school youth (OSY) is an individual who is: (a) Not attending any school (as defined under State law); (b) Not younger than 16 or older than age 24 at time of enrollment; and (c) One or more of the following:

- (1) A school dropout
- (2) A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter.
- (3) A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either basic skills deficient or an English language learner.
- (4) An individual who is subject to the juvenile or adult justice system.

- (5) A homeless individual, a runaway, in foster care or has aged out of the foster care system.
- (6) An individual who is pregnant or parenting.
- (7) An individual with a disability.
- (8) A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment. (WIOA secs. 3(46) and 129(a)(1)(B))
- (9) Other barriers as defined in NOVA's *WIOA Eligibility Technical Assistance Guide*.

JobTrain is responsible for the recruitment of sufficient numbers of eligible youth to meet its enrollment obligations. JobTrain files will be reviewed and approved by NOVA staff to ensure that eligibility has been completed according to WIOA regulations.

B. SCOPE OF SERVICES

Subrecipient is responsible for providing comprehensive services and activities to participants. In accordance with WIOA regulations, services and activities must include but are not limited to the following:

- Youth outreach/recruitment
- Objective assessment of the academic and occupational skill levels and service needs of each participant
- Use of career assessment tools to determine long-term occupational goals and interests
- Referral to other agencies and/or training providers if needs would be best met elsewhere
- One-on-one case management, including development and ongoing implementation of an individualized service strategy directly linked to one or more of the performance indicators.
- Activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a recognized postsecondary credential.
- Preparation for postsecondary educational and training opportunities.
- Strong linkages between academic instruction and occupational education that lead to the attainment of recognized postsecondary credentials.
- Preparation for unsubsidized employment opportunities, in appropriate cases.
- Effective connections to employers, including small employers, in in-demand industry sectors and occupations of the local and regional labor markets.
- Follow-up services – Follow-up services must be provided for a minimum of 12 months following a youth's exit from the program to help ensure the youth is successful in employment and/or post-secondary education and training. The types of services provided and the duration of services must be determined based on the needs of the individual and therefore, the type and intensity of follow-up services may differ for each participant. However, follow-up services must include more than only a contact attempted or made for securing documentation in order to report a performance outcome.
- Maintenance of records, data entry and report preparation as required in the approved WIOA automated case management system.

Required Program Elements

Additionally, WIOA regulations require that 14 specific program elements be readily available to eligible youth. JobTrain will address the elements as shown in Exhibit A, Attachment 1. TEGL 21-16, *Third Workforce Innovation and Opportunity Act (WIOA) Title I Youth Formula Program Guidance*, provides extensive guidance relative to each of the 14 required elements and will be used as a reference to determine compliance.

Services Required for Specific Populations

In addition to services listed above which Subrecipient will provide to ALL youth, the following services will be provided by Subrecipient for the populations defined below.

Out-of-School Youth

Services for Out-of-School Youth will include the following:

- Coordination of a comprehensive service plan to support dropouts in re-engaging in the process of attaining their high school diploma or equivalent.
- Development of an educational and/or career development plan, leading toward economic self-sufficiency.
- Broad-spectrum career exploration, incorporating introduction to in-demand careers and career pathways, and educational options, including linkages to career technical education and apprenticeship programs.
- Job search skills curriculum, including networking, interviewing, resume writing and financial literacy.
- Instruction on the soft skills and attitudes necessary to retain employment.
- Opportunities for participation in hands-on work-based learning opportunities, such as internships, subsidized work experience and job shadowing.

Work-Based Learning

This Agreement requires that **not less than 25 percent of contracted funds be spent on activities supporting paid and unpaid work experience** that have as a component academic and occupational education. This may include summer employment and other employment opportunities available throughout the year such as pre-apprenticeship programs, internships, job shadowing and on the job training opportunities. According to Training Employment and Guidance Letter 23-14, [WIOA Youth Program Transition](#), “Program expenditures on the work experience program element include wages as well as staffing costs for the development and management of work experience.” These work-based learning strategies must serve as a next step in career development, whether the desired outcome is employment or enrollment in post-secondary education or advanced training.

Youth Incentives

WIOA allows for payments of incentives to youth who have achieved established goals as a result of program participation. Subrecipient will adhere to NOVA's *WIOA Youth Incentives Policy* for criteria for award of incentives.

B. PROJECT RESULTS:

JobTrain will enroll 56 new out-of-school youth over the term of this Agreement, and will also continue to serve 18 out-of-school youth carried in from the PY 20-21 Agreement. The participant plan and performance goals and outcomes that apply to this Agreement are included in Exhibit A, Attachment 2.

JobTrain shall endeavor to meet the goals to the best of its ability. NOVA shall review progress toward goals on a regular basis, and inadequate progress may result in reduced funding and/or the termination of this Agreement, as specified in Special Provisions Section 17.

NOVA will perform on-site fiscal and performance monitoring of Subrecipient at least once during the term of this Agreement, in accordance with NOVA's *Monitoring of WIOA Programs* policy and procedures. Any items noted for corrective action must be addressed on a timely basis, as per the policy. NOVA will provide ongoing technical assistance as necessary to accomplish the goals of this project.

II. REPORTING AND DATA COLLECTION REQUIREMENTS**A. JobTrain Responsibilities**

Records will be entered and maintained in NOVA's Information Management System known as CISRS. JobTrain staff will enter the following data in CISRS:

- 1) Incomplete WIOA applications
- 2) Completed WIOA applications
- 3) Universal Services activity codes
- 4) Universal case notes
- 5) Service case notes
- 6) No service case notes

On a weekly basis, JobTrain staff will provide all original eligibility documents for each completed application to NOVA for review and approval. NOVA will keep these files on site. After NOVA has approved an applicant's eligibility, JobTrain staff will enter service notes and provide NOVA with dates of WIOA services provided. NOVA staff will enroll the applicant into a WIOA grant code and the activities documented by JobTrain.

Upon completion of services, JobTrain will forward a participant's working file to NOVA. JobTrain will provide NOVA with a monthly performance narrative in a mutually agreed-upon format.

B. NOVA Responsibilities

NOVA will review all eligibility documents and approve enrollments. NOVA staff will complete all entries into CISRS other than those indicated above, including:

- 1) Enrollment into grant code(s)
- 2) Career Services activity codes
- 3) Closures

NOVA will maintain the original MIS/eligibility file for each participant.

III. PROGRAM COORDINATION

1. NOVA's Job Seeker Services Manager, or her designee, shall be the Program Manager for the City and shall render overall supervision of the progress and performance of this Agreement by City. All services agreed to be performed by City shall be under the overall direction of the Program Manager.
2. Subrecipient shall assign a Coordinator who shall have overall responsibility for the progress and execution of this Agreement. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Coordinator, Subrecipient shall notify City immediately of such occurrence. Program Manager and Subrecipient staff will fully cooperate with City relating to this Agreement.

IV. NOTICES

All notices or correspondence required or contemplated by this Agreement shall be sent to the respective parties at the following addresses:

City: Cindy Stahl, Job Seeker Services Manager
NOVA
505 West Olive Ave., Suite 550
Sunnyvale, CA 94086
Telephone: (408) 730-7236
Email: cstahl@novaworks.org

Subrecipient: Hayam Demian, Chief Operating Officer
JobTrain
1200 O'Brien Drive
Menlo Park, CA 94025
Telephone: (650) 330-6470
Email: hdemian@jobtrainworks.org

Nothing contained herein shall be construed to prohibit the parties from communicating by the most expedient method available, whether by commercial courier, facsimile, or by

electronic means. However, for purposes of providing official notification and/or documentation as required in this Agreement, the sending party assumes full responsibility and the burden of proof for the completed transmission if the documents or notification are sent by means other than certified, first class mail through the United States Postal Service.

WIOA 14 Elements Service Delivery Plan

If Subrecipient does not directly provide the services listed, it must demonstrate the ability to make the services available through seamless referrals to appropriate providers of such services. Subrecipient will have primary responsibility for coordinating the full continuum of services for each participant.

ELEMENT	Indicate <i>YES or NO</i> if your agency directly provides this element	Briefly describe your plans for this service. <i>What will be included and how will it be provided? If your agency is NOT directly providing this element, identify with whom you will partner to provide this required element (i.e., name of organization, address, and contact person to confirm).</i>
1. Tutoring, student skills training, instruction and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized post-secondary credential	YES	In partnership with Sequoia Adult School, JobTrain has an Academic Learning Center (ALC), where students can receive one-on-one or small group academic instruction in ABE/ASE, which supports students who are basic skills deficient, achieve a 9 th grade level of mastery in reading and math. Instruction is provided by a GED instructor and/or trained volunteers on site at JobTrain. In addition, Sequoia supports Jobtrain's HSE (high school equivalency) program by assisting students in passing either the HiSET or GED tests.
2. Alternative secondary school services, or dropout recovery services, as appropriate	YES	JobTrain offers one-on-one, small group support, and/or computer-based option in: <ul style="list-style-type: none"> • Day and evening GED preparation • High School Equivalency (HSE) diploma • ASE/ABE programs • ESL classes (Intermediate level) • Basic Computer Literacy (Eng & Span options) A common referral form is used to refer students to GED, HSE, and ASE/ABE programs, which is provided by Sequoia Adult School.

ELEMENT	Indicate YES or NO if your agency directly provides this element	Briefly describe your plans for this service. <i>What will be included and how will it be provided? If your agency is NOT directly providing this element, identify with whom you will partner to provide this required element (i.e., name of organization, address, and contact person to confirm).</i>
3. Paid and unpaid work experiences that have academic and occupational education as a component of the work experience, which may include the following types of work experiences: summer employment opportunities and other employment opportunities available through the school year; pre-apprenticeship programs; internships and job shadowing; and on-the-job training opportunities;	YES	<p>JobTrain has a year-round Work Experience program with a full time case manager, where youth are placed into paid work experience with an emphasis on academic and career goals. Youth are also provided opportunities to be placed in unpaid externships/ internships, job shadowing, pre-apprenticeship program, and other on-the-job training opportunities with many of JobTrain's employer partners.</p> <p>JobTrain also refers eligible participants to long-time partner One East Palo Alto, a NPO who offers a 6-week Sponsored Employment program over the summer.</p>
4. Occupational skill training, which includes priority consideration for training programs that lead to recognized post-secondary credentials that align with in-demand industry sectors or occupations in the local are involved	YES	<p>JobTrain provides seven full-time (12-17weeks), in-demand, vocational training courses in relevant industry sectors:</p> <ul style="list-style-type: none"> • Professional Health Care Worker • Medical Assistant • Web Technology Skills • Project Build: Carpenters Pre-Apprenticeship • Laborers Construction Fundamentals • Culinary Arts • Business Administration <p>A WASC-accredited school, students earn a certificate of completion from JobTrain. If JobTrain does not provide a training, then we will refer to an approved external provider.</p>

ELEMENT	Indicate YES or NO if your agency directly provides this element	Briefly describe your plans for this service. <i>What will be included and how will it be provided? If your agency is NOT directly providing this element, identify with whom you will partner to provide this required element (i.e., name of organization, address, and contact person to confirm).</i>
5. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster	YES	JobTrain provides GED and HSE prep as well as basic skills brush-up (ABE/ASE) through a partnership with Sequoia Adult School. A student can enroll concurrently in a GED class while taking a vocational training course at JobTrain. JobTrain also refers students to partners Canada College and/or Sequoia Adult School. All students have access to ABE/ASE while they are enrolled in outside training courses.
6. Leadership development opportunities, including community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors	YES	Aside from JobTrain's Career Readiness series, JobTrain's youth counselors offer a series of Leadership workshops for ages up to 24 years, provided throughout the year based on need and interest levels. Topics range from Dealing with Stress and Work Etiquette to Public Speaking and Personal Branding. All workshops have an emphasis on civic responsibility and reinforcing positive social behavior.

ELEMENT	Indicate YES or NO if your agency directly provides this element	Briefly describe your plans for this service. <i>What will be included and how will it be provided? If your agency is NOT directly providing this element, identify with whom you will partner to provide this required element (i.e., name of organization, address, and contact person to confirm).</i>
7. Supportive services	YES	<p>JobTrain provides supportive services, such as financial help for transportation, exam fees, and work uniforms. JobTrain also has a Supportive Services Center on-site, where students can be referred for additional resources and information, and apply for public benefits such as CalFresh and Medi-Cal.</p> <p>JobTrain has a full-time Benefits and Resource Counselor and a strong partnership with San Mateo County Human Services Agency, to ensure clients are receiving their entitlement benefits.</p> <p>In addition, JobTrain partners with Community Legal Services in East Palo Alto (CLSEPA), who provide legal consultations around expungement, housing, and immigration help. A referral process is in place.</p>
8. Adult mentoring for a duration of at least 12 months that may occur both during and after program participation	YES	<p>Embedded in its programs, JobTrain has a host of volunteers who provide mentorship and support for youth in need of a mentor. Adult volunteers meet with a youth quarterly with the goal of building trust, shadowing on the job, and/or other career/life guidance and support. Youth counselors help facilitate the pairing of mentor/mentee and check in quarterly to review progress and/or concerns. For additional mentorship options, JobTrain will also refer to local Boys & Girls Clubs and Move Up, a NPO for women who want to gain a path to economic independence.</p>

ELEMENT	Indicate YES or NO if your agency directly provides this element	Briefly describe your plans for this service. <i>What will be included and how will it be provided? If your agency is NOT directly providing this element, identify with whom you will partner to provide this required element (i.e., name of organization, address, and contact person to confirm).</i>
9. Follow-up services for not less than 12 months after the completion of participation	YES	Follow-up services are available to all participants and embedded in JobTrain's programs. Counselors and job developers provide follow-up services to all their clients up to one year after exit. Some follow up services include, but are not limited to: referrals to community resources, tutoring, mentoring, tracking progress on the job, career development, education planning, etc.
10. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth	YES	JobTrain counselors provide comprehensive guidance and counseling and make referrals to outside sources if needed. Some referral locations include: Kara, Free At Last, and San Mateo County Alcohol and Other Drug services. In addition, JobTrain has an onsite Wellness Center, staffed by credentialed and licensed clinicians, where youth are referred for emotional, mental, and social support.
11. Financial literacy and education	YES	JobTrain provides Career Readiness workshops that host corporate bank sponsors that provide financial literacy education throughout the year. In addition, youth counselors provide on-line tools to assess financial situations and offer budgeting assistance. For more personal attention, students are referred to partner San Mateo Credit Union for help with opening a bank account and other questions around credit.

ELEMENT	Indicate YES or NO if your agency directly provides this element	Briefly describe your plans for this service. <i>What will be included and how will it be provided? If your agency is NOT directly providing this element, identify with whom you will partner to provide this required element (i.e., name of organization, address, and contact person to confirm).</i>
12. Entrepreneurial skills training	NO	JobTrain partners with Renaissance Center, a NPO that helps individuals create sustainable new businesses, including help with writing business plans, accessing capital and other resources and long-term support.
13. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services	YES	<p>JobTrain's trained counselors provide in-depth career analysis including counseling/coaching, career exploration and awareness, and assessment. Counselors have access to online assessment tools such as ONET, ProveIt!, and careeronestop.org. EDD is on site for additional employment services including workshops and advising.</p> <p>As part of WIOA orientation, all participants are required to register with CalJOBS and are provided explanations on services and resources CalJOBS has to offer. JobTrain also hosts a variety of job fairs across high-demand sectors, spearheaded by local employers.</p>
14. Activities that help youth prepare for and transition to post-secondary education and training	YES	<p>JobTrain partners with post-secondary institutions, such as Canada College and Sequoia Adult School, to establish career pathways and stackable credits. Students may gain these college credits in some of our training programs through articulation agreements between JobTrain and the post-secondary institutions.</p> <p>In addition, youth counselors provide comprehensive assistance to youth who want to go to college by helping youth apply for college, fill out FAFSA applications, search for scholarships, register for classes, and/or navigate the college system.</p>

Out of School Youth (OSY) Youth Participant Plan				
Organization Name: JobTrain				
TERM: 7/1/2021 - 6/30/2022				
I. Quarterly Participation (Cumulative)				
Quarter End Date (MM/YY)	9/21	12/21	3/22	6/22
A. Carry-in Participants	18	18	18	18
B. New Participants (Cumulative)	12	28	40	56
C. Total Participants	30	46	58	74
D. Participants Exited (Cumulative)				18
E. Participants Carried Out				56
II. Program Services				
A. Enrolled in Work Experience	11			
B. Enrolled in Occupational Training	20			
III. Performance Goals (PY 21-22)				
A. Education or Employment Rate 2nd Qtr			75.3%	
B. Education or Employment Rate 4th Qtr			71.0%	
C. Median Earnings			\$ 3,700.00	
D. Credential Attainment			62.0%	
E. Measurable Skill Gains			50.0%	

SPECIAL PROVISIONS**S1 INSUFFICIENT FUNDING**

In the event that the U.S. Department of Labor or the Governor of the State of California fails to provide sufficient funding for implementation of the entire services as set forth herein, the amount set forth in this Agreement shall be reduced and the program shall be reduced proportionately.

S2 ENTIRE AGREEMENT

This Agreement, its attachments and references cited herein fully express all understandings of the parties concerning the matters covered herein. No addition to or alteration of the terms of this Agreement, and no other Agreements of the parties or their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement duly approved and executed by the parties' authorized representative(s).

S3 PROCEDURE TO MODIFY THE AGREEMENT

Subrecipient shall submit its request for changes in writing to the City's Program Manager as identified in Exhibit A. Such modification requests must include a summary of the proposed revisions and justification for each.

S4 INDEMNIFICATION

Subrecipient shall defend, indemnify, and hold harmless City, its officers, employees, agents and volunteers from and against any claims, losses, injuries, suits, actions or judgments and from any and all liability for any and all claims, losses, injuries, suits, actions or judgments filed or brought by any and all persons because of or arising or resulting from, or in connection with any negligent act, omission or willful misconduct by Subrecipient, or its officers, employees, agents or representatives. Subrecipient further agrees to reimburse City for all costs, reasonable attorneys' fees, expenses and liabilities incurred in any legal action arising out of any obligation of Subrecipient to be performed under this Agreement or arising from any negligence or willful misconduct of Subrecipient, its officers, employees, agents or representatives. Nothing in this section shall be construed to prohibit apportionment of liability, damages and related defense costs as between Subrecipient and City for third-party claims in accordance with applicable provisions of California law. City shall notify Subrecipient of any third-party claims related to this Agreement within thirty (30) days of receipt, however, failure to provide such notice shall not operate to waive Subrecipient's obligations under this Section.

S5 LEGAL RELATIONSHIP

- 5.1 It is understood and agreed that Subrecipient is an independent contractor and that no relationship of employer-employee exists between the parties hereto; that Subrecipient shall not be entitled to any benefits available to employees of City; that City is not required to make any deductions from the compensation payable to Subrecipient under the provisions of this Agreement; that as an independent contractor, Subrecipient thereby holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed that Subrecipient has no authority to act for or on behalf of City other than acting as Subrecipient in carrying out and performing the terms of the Agreement.
- 5.2 The Federal Government and the State of California are not parties hereto and no legal liability on the part of the federal or state government is implied under the terms and conditions of this Agreement; any liabilities, legal actions or disputes as may arise under this Agreement are between the City and Subrecipient.
- 5.3 All powers not explicitly vested in the Subrecipient by this Agreement remain with City.
- 5.4 Subrecipient, without additional expense to City, shall be responsible for obtaining any necessary licenses and permits, and for complying with any applicable federal, (including OSHA) state and municipal laws, codes and regulations. Subrecipient shall be similarly responsible for all damages to persons or property that occur as a result of Subrecipient fault or negligence. Subrecipient shall take adequate precautions to protect the work, the workers, the public, and the property of others. Failure to do so shall place Subrecipient in default of the terms of this Agreement.
- 5.5 If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.
- 5.6 In no event shall any payment by City hereunder constitute or be construed to be a waiver by City of any breach of covenants or conditions of this Agreement or any default which may then exist on the part of the Subrecipient. The making of any such payment shall not prejudice any right or remedy available to City with respect to such breach or default.
- 5.7 In no event shall a waiver by City of any of the provisions herein invalidate the remainder of the Agreement.

S6 CONFLICT OF INTEREST

Subrecipient shall maintain a written code of standards. The Subrecipient will insure that no actual or apparent conflict of interest shall occur relative to the performance of this Agreement.

S7 PERSONNEL

- 7.1 Subrecipient represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or be deemed thereby to have any contractual relationship with City.
- 7.2 All of the services hereunder will be performed by Subrecipient or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

S8 INTELLECTUAL PROPERTY8.1 Federal Funding

If this Agreement is funded in whole or in part by the federal government, City may acquire and maintain the intellectual property rights, title, and ownership which result directly or indirectly from the Agreement, except as provided in 37 CFR Part 401.14. However, pursuant to *Uniform Guidance* 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900, the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such intellectual property in any manner for governmental purposes and to permit others to do so.

8.2 Ownership

a. Except where City has agreed in a signed writing to accept a license, City shall be and remain without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subrecipient or City and which result directly or indirectly from this Agreement.

b. For the purposes of this Agreement, intellectual property means recognized protectable rights and interest such as: patents (whether or not issued), copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, oral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, goodwill, any data or information maintained, collected or stored in the ordinary course of business by City, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(1) For the purposes of the definition of intellectual property, "works" means all literary works, writings and printer matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sounds recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of

- expression. It includes preliminary and final products and any materials and information developed for the purpose of producing those final products. "Works" does not include article submitted to peer review or reference journals or independent research projects.
- c. In the performance of this Agreement, Subrecipient may exercise and utilize certain of its intellectual property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Subrecipient may access and utilize certain of City's intellectual property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Subrecipient shall now use any of City's intellectual property now existing or hereafter existing for any purposes without the prior written permission of City. Except as otherwise set forth herein, neither the Subrecipient nor City shall give any ownership interest or rights to its intellectual property to the other party. If, during the term of this Agreement, Subrecipient accesses any third-party intellectual property that is licensed to City, Subrecipient agrees to abide by all license and confidentiality restrictions applicable to City in the third party's license agreement.
 - d. Subrecipient agrees to cooperate with City in establishing or maintaining City's exclusive rights in the intellectual property and to assure City's sole rights against third parties with respect to the intellectual property. If the Subrecipient enters into any agreements or subcontracts with other parties in order to perform this Agreement (other than for customized or on-the-job training), Subrecipient shall require the terms of the agreement(s) to include all intellectual property provisions of this Agreement.
 - e. Subrecipient further agrees to assist and cooperate with City in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce City's intellectual property rights and interests.

8.3 Retained Rights/License Rights

- a. Except for intellectual property made, conceived, derived from, or reduced to practice by Subrecipient or City and which result directly or indirectly from this Agreement, Subrecipient shall retain title to all of its intellectual property to the extent such intellectual property is in existence prior to the effective date of this Agreement. Subrecipient hereby grants to City, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Subrecipient's intellectual property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the intellectual property as set forth herein.
- b. Nothing in this provision shall restrict, limit, or otherwise prevent Subrecipient from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Subrecipient's use does not infringe the patent, copyright, trademark rights, license or other intellectual property rights of City or third party, or result in a breach or default of any provisions of this section of Agreement or result in a breach of any provisions of law relating to confidentiality.

8.4 Copyright

a. Subrecipient agrees that for purposes of copyright law, all works of authorship made by or on behalf of Subrecipient in connection with Subrecipient's performance of this Agreement shall be deemed "works made for hire." Subrecipient further agrees that the work of each person utilized by Subrecipient in connection with the performance of this Agreement will be a "work made for hire." Subrecipient shall enter into a written Agreement with any such person that: (i) all work performed for Subrecipient shall be deemed a "work made for hire" under the Copyright Act, and (ii) that person shall assign all right, title, and interest to City to any work product made, conceived, derived from, or reduced to practice by Subrecipient or City and which results directly or indirectly from this Agreement.

b. All materials, including but not limited to computer software and visual works or text, reproduced or distributed pursuant to this Agreement that include intellectual property made, conceived, derived from, or reduced to practice by Subrecipient or City and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from City.

8.5 Patent Rights

With respect to inventions made by Subrecipient in the performance of this Agreement, which did not result from research and development specifically included in Subrecipient's scope of work, Subrecipient hereby grants to City a license for devices or materials incorporating or made through the use of such inventions. If such inventions result from research and development work specifically included within the Subrecipient's scope of work, then Subrecipient agrees to assign to City, without additional compensation, all its right, title, and interest in and to such inventions and to assist City in securing United States and foreign patents with respect thereto.

8.6 Third-Party Intellectual Property

Except as provided herein, Subrecipient agrees that its performance of this Agreement shall not be dependent upon or include any intellectual property of Subrecipient or third party without first: 1) obtaining City's prior written approval; and 2) granting to obtaining for City, without additional compensation, a license of any of Subrecipient's or third-party's intellectual property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and City determines that the intellectual property should be included in or is required for Subrecipient's performance of the Agreement, Subrecipient shall obtain a license under terms acceptable to City.

8.7 Warranties

a. Subrecipient represents and warrants that:

- 1) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- 2) Neither Subrecipient's performance of this Agreement, nor the exercise by either party of the rights grant in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the intellectual property made, conceived, derived from,

- or reduced to practice by Subrecipient or City and which result directly or indirectly from this Agreement will infringe upon or violate any intellectual property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by any state, the United States, or any foreign country.
- 3) Neither Subrecipient's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
 - 4) It has secured and will secure all rights and licenses necessary for intellectual property including but not limited to consents, waivers or releases from all authors of music or performances used, and talent (radio, televisions and motion picture talent), owners of any interest in and to real estate, site locations, property or props that may be used or shown.
 - 5) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights grant to City in this Agreement.
 - 6) It has appropriate systems and controls in place to ensure that state and federal funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - 7) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Subrecipient's performance of this Agreement.
- b. City makes no warranty that the intellectual property resulting from this Agreement does not infringe upon any patent, trademark, copyright or the like now existing or subsequently issued.

8.8 Intellectual Property Indemnity

a. Subrecipient shall indemnify, defend and hold harmless City and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products ("indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with to any thereof), whether or not rightful, arising from any and all actions of claims by any third party or expenses related thereto (including but not limited to all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action or proceeding commenced or threatened) to which any of the Indemnities may be subject, whether or not Subrecipient is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Subrecipient pertaining to intellectual property; or (ii) any intellectual property infringement, or any other type of actual or alleged infringement claim, arising out of City's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the intellectual property made, conceived, derived from, or reduced to practice by Subrecipient or City and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Agreement. City reserves the right to

participate in and/or control, at Subrecipient's expense, any such infringement action brought against City.

b. Should any intellectual property license by the Subrecipient to City under this Agreement become the subject of an intellectual property infringement claim, Subrecipient will exercise its authority reasonably and in good faith to preserve City's right to use the licensed intellectual property in accordance with this Agreement at no expense to City. City shall have the right to monitor and appear through its own counsel (at Subrecipient's expense) in any such claim or action. In the defense or settlement of the claim, Subrecipient may obtain the right for City to continue using the license intellectual property or replace or modify the licensed intellectual property so that the replaced or modified intellectual property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed intellectual property. If such remedies are not reasonably available, City may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation or any other rights and remedies available at law or in equity.

c. Subrecipient agrees that damages alone would be inadequate to compensate City for breach of any term of these intellectual property provisions of this Section by Subrecipient. Subrecipient acknowledges City would suffer irreparable harm in the event of such breach and agrees City shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or imitation of any other rights and remedies available at law or in equity.

8.9 Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule

S9 SUBCONTRACTING/ASSIGNMENT

9.1 Subrecipient's duties under this Agreement shall not be delegated by Subrecipient nor shall any of the work or services to be performed hereunder be subcontracted out to third parties without the prior, written consent of the City. Third-party subcontractors identified in this Agreement shall be deemed to have been approved by City. Subrecipient shall perform oversight of such third-party subcontractors to ensure compliance with WIOA regulations, including requirements related to confidentiality, records retention, allowable costs, and other requirements applicable to this program.

S10 COMPLAINTS/GRIEVANCES

Subrecipient shall follow the City's policies and procedures for resolving any complaints and/or grievances arising in connection with an alleged violation of the grant, or other Agreements.

S11 PUBLIC ACCESS TO RECORDS

As a condition of receiving WIOA (Workforce Innovation and Opportunity Act) funds, the independent auditor or monitor of the City, the State of California Employment Development Department auditors, investigators, and monitors, and the Department of Labor, Comptroller General of the United States or their duly authorized representatives shall at all times during the Agreement term and for a period of three years thereafter have the right of access to any books, documents, papers, financial statements and records (including computer records) of the Subrecipient which are directly pertinent to charges under this Agreement to assure compliance with the terms of the Agreement and the WIOA statutes, regulations, and directives, and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Subrecipient's personnel with knowledge of the records and financial statements for the purpose of interviews and discussions related to documents and services provided under this Agreement.

S12 INSURANCE AND BONDS

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

12.1 Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage and \$2,000,000 aggregate. ISO Occurrence Form CG 0001 is required.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 is required.
3. Workers' Compensation Statutory Limits and Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

12.2 Deductibles and Self-Insured Retentions

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

12.3 Other Insurance Provisions

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

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Subrecipient; products and completed operations of the Subrecipient; premises owned, occupied or used by the Subrecipient; or automobiles owned, leased, hired or borrowed by the Subrecipient. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, the Subrecipient's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not effect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
4. The Subrecipient's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.
6. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the Subrecipient's policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

12.4 Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

12.5 Verification of Coverage

Subrecipient shall furnish the City of Sunnyvale with an original Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Sunnyvale prior to commencement of work.

The City will accept evidence of self-insurance from the Subrecipient that meets the above requirements.

12.6 Fidelity Bonds

If cash advances are part of the contract, a fidelity bond is required in an amount of \$100,000 or the highest estimated monthly expenditure, whichever is lower, covering any and all of City's officers and employees involved in the performance of the contract.

S13 FISCAL AND RECORDKEEPING RESPONSIBILITIES

- 13.1 Subrecipient shall comply with OMB CFR Chapter II, Part 200, et al., *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards: Final Rule* and the Department of Labor's (DOL) exceptions at 2 CFR Chapter II, Part 2900 et al. and as hereafter amended relating to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.
- 13.2 Subrecipient shall maintain adequate administrative and accounting controls, personnel standards, evaluation procedures and other policies to promote the safe and effective use of funds provided by this Agreement.
- 13.3 Subrecipient shall submit reports of fiscal data in accordance with City's policies and procedures. For cost reimbursement Agreements, fiscal accounts shall be maintained in a manner sufficient to permit preparation of expense reports on an accrual basis as required by City and DOL. Such financial information reported must be taken directly or linked by worksheet to books of original entry and traceable to source documents. Subrecipient shall maintain a cost allocation plan for distribution of shared costs. Fiscal records must provide a clear audit trail.
- 13.4 Subrecipient shall separately account for WIOA funds on deposit. All funding under this agreement will be made by check or wire transfer for deposit in Subrecipient's bank account.
- 13.5 Under this Agreement Subrecipient shall use funds allocated exclusively for costs related to employment and training services as defined in Exhibit A, Program Design and Standards.
- 13.6 Subrecipient shall not be allowed to recover costs incurred before and after the effective dates of this Agreement.
- 13.7 All records pertaining to this Agreement shall be retained for five (5) years from the date of City's final expenditure report except when audit has not been completed or audit findings have not been resolved. In such cases, the pertinent records must be maintained until audit is completed and audit findings resolved. Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

- 13.8 For any Agreement in which unexpended funds resulting from cash advances remain upon completion or termination of this Agreement, Subrecipient shall return such funds to the City within sixty (60) days of the termination of Agreement.
- 13.9 Subrecipient shall account for any income received deemed as Program Income and utilize said income in accordance with that same section. For public or private non-profit agencies, this shall include any revenues in excess of costs. These funds may be retained by the Subrecipient to underwrite additional training or training related services pursuant to the Agreement and/or grant which generated them as approved by City; or the funds shall be returned to City. Fiscal records must provide a clear audit trail for expenditures incurred and costs relative to additional training or services to be provided by appropriate cost category.

S14 PROPERTY MANAGEMENT

- 14.1 The Subrecipient must obtain City's approval prior to charging this Agreement for any portion of the cost of the following:
- The purchase of property with a per-unit single cost totaling \$5,000 or more.
 - The purchase, rent, licensing, maintenance fee, or subscription of information-technology applications/software/services with a per-unit single or cumulative cost totaling \$5,000 or more within a twelve-month period.
- The Subrecipient shall consult with the City prior to disposing of equipment purchased with WIOA funds.
- 14.2 The Subrecipient shall allow the City to make on-site verification that authorized non-expendable property has been purchased and is being used for the purposes of this Agreement. Subrecipient must maintain accurate inventory records of all equipment purchased with federal funds.
- 14.3 Subrecipient shall maintain an audit trail showing the acquisition and disposition of all non-expendable property. Such records shall be retained for a period of three (3) years after the final disposition of the property.
- 14.4 Funds provided under the Agreement shall not be used for the purchase of real property or options to purchase.

S15 RIGHT TO REALLOCATE FUNDS

- 15.1 City will monitor Subrecipient's expenditures monthly under this Agreement and may reallocate funds in the event Subrecipient is not making adequate progress toward budget goals, per Exhibit D of this Agreement.
- 15.2 City will provide Subrecipient with no less than ten (10) days written notification of its intent to reallocate funds. Subrecipient shall have opportunity to respond and offer any views and recommendations within the ten (10) day notification period. City is not bound to accept Subrecipient's views and/or recommendations with respect to the intended reallocation.

S16 REPORTS

- 16.1 Subrecipient shall prepare and submit all required documents and reports as specified by the City. In addition, special reports necessary for program operation and evaluation may be required.
- 16.2 Subrecipient shall submit a monthly performance report, within 10 days of the end of a month, to City. This report shall reflect current performance to plan information, note any areas of concern or problems, and include any other information as appropriate to the performance of the services under this Agreement.

S17 TERMINATION OF AGREEMENT

This Agreement may be terminated in whole or in part under the following circumstances:

17.1 Termination for Convenience

In the event that either the Subrecipient or the City determines that continuation of this Contract would not be in its best interests, this Agreement may be terminated in whole or in part by either party. Termination shall be effected by delivery to the Subrecipient or City of a Notice of Termination. Such notice shall be delivered a minimum of 30 days prior to the effective date of termination, which shall be specified in the notice. Subrecipient shall be compensated pursuant to the terms of this Agreement for all funds earned up to the point of termination.

17.2 Termination for Cause

City may terminate this Agreement when it has determined that Subrecipient has failed to provide any of the services specified or to comply with any of the provisions contained in this Agreement. City will notify the Subrecipient of such unsatisfactory performance in writing. Subrecipient will have ten (10) days to correct the deficiencies or the Agreement terminates. In the event of such termination, City shall be liable for payment only for such services as were satisfactorily rendered prior to the effective date of the termination.

17.3 Insufficient Funding

Under conditions of reduced funding, the City reserves the right to immediately terminate this Agreement.

S18 SUSPENSION OF FUNDS

City may suspend payments to Subrecipient under the following circumstances:

- 18.1 Failure to comply in any respect with either the terms and/or conditions of this Agreement.

- 18.2 Submittal by Subrecipient of reports which are incorrect or incomplete in any substantial and material respect.
- 18.3 Failure of Subrecipient to accept any additional conditions that may be required by law, by executive order, by regulation, or by other policy announced by DOL or the State at any time.

S19 WITHHOLDING OF PAYMENTS/REIMBURSEMENTS

Notwithstanding any other provision of this Agreement, City may elect not to make a particular payment under this Agreement if:

- 19.1 Subrecipient, with or without knowledge, shall have made any misrepresentation of a substantial and material nature with respect to any information furnished to City;
- 19.2 There is pending litigation with respect to the performance by Subrecipient of any of its duties or obligations hereunder which may jeopardize or adversely affect carrying out the project, including any court action or proceeding involving the Federal Bankruptcy Act or assignment for benefit of creditors;
- 19.3 Subrecipient is in default under any provision of this Agreement.

S20 DISPUTES

- 20.1 The Subrecipient agrees to use best efforts to resolve disputes arising from this Agreement by administrative processes and negotiations in lieu of litigation. Subrecipient agrees to continue performance unless impasse declared.
- 20.2 Any dispute concerning a question of fact or the resolution of costs arising under this Agreement which is not settled by informal means shall be decided by the City's Program Manager. A written decision will be mailed or otherwise furnished to the Subrecipient, in accordance with City's procedures.
- 20.3 Subrecipient shall have access to the City's Grievance Procedures for the resolution of any complaints or issues not resolved informally.

S21 DISALLOWED COSTS

Except to the extent that the City determines it will assume liability, Subrecipient will be liable for and will repay to City, or deduct from a future Request for Payment, any amounts expended under this Agreement found not to be in accordance with WIOA including, but not limited to, disallowed costs. Such repayment will be from funds (non-federal) other than those received under WIOA. Any such sum shall be deemed delinquent which remains unpaid thirty (30) days following written demand by City for payment.

S22 PAYMENT TO SUBCONTRACTOR

City will pay Subrecipient for the performance of its services and duties as specified in the Agreement. Payment shall be for allowable costs actually incurred by Subrecipient pursuant to the Agreement during its period of performance.

S23 PROGRAM AGENT POLICIES AND PROCEDURES

- 23.1 Subrecipient shall comply with City's policies and procedures, and any directive or other bulletin issued which clarify or modify City policies and procedures.
- 23.2 If the Subrecipient conducts eligibility determination, Subrecipient shall assure that only eligible participants are enrolled in the program funded under this Agreement. Failure of this condition shall entitle City to recovery of disallowed costs incurred by any ineligible participant.

S24 COORDINATION WITH PROGRAMS UNDER TITLE IV OF THE HIGHER EDUCATION ACT

- 24.1 Education Assistance Programs shall include, but not be limited to, Federal and State Programs such as Pell Grant, Supplemental Educational Opportunity Grant, Work Study program, the Perkins loan, the Family Education Loan, Direct Loan Demonstration, Cal Grant C and Board of Governors Grant.
- 24.2 If the Subrecipient is a recipient of Title IV funding, then the Subrecipient shall institute the following procedures: Subrecipient shall report all financial assistance applications, including but not limited to those for Pell grants, and resultant funds received which cover all or part of the tuition and fees, books and supplies, or trainee support costs relative to all participants enrolled under this Agreement, especially under Title IV of the Higher Education Act. The specific usage of any financial assistance funds must be documented in the participant's training plan and shall be incorporated into this Agreement as appropriate. Any financial assistance funds received by Subrecipient on behalf of participants under this Agreement for the specific purposes of tuition, fees, books, and/or supplies shall be immediately reported to City. If payment for such expenses has already been made by City to Subrecipient, Subrecipient shall reimburse City at the address provided in Section 21, Notices, for the amount of any financial assistance received for the above specific purposes. Participants shall not be required to apply for or access student loans or incur personal debt as a condition of participation.
- 24.3 Subrecipient shall identify all Title IV monies made available to the participant, and inform the City of the amount and disposition of HEA Title IV awards and other types of financial aid given to each participant.
- 24.4 If Pell Grants are utilized, the proper mix of Workforce Innovation and Opportunity Act funds and Pell resources shall be documented.

- 24.5 Subrecipient shall demonstrate its capacity for monitoring and providing necessary reports relative to this section as part of the normal monitoring conducted by the City.

S25 AUDIT REQUIREMENTS

- 25.1 Non-Federal subrecipients that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR Part 200.514, except when they elect to have a program-specific audit. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant Agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with 200.507. Subrecipient shall submit a copy of its audit report to the City within 30 days of receipt of the audit report or within nine months of the end of the audit period, whichever is earlier. If this Agreement is for goods or services provided as a contractor, Subrecipient is not subject to these audit requirements.

S26 RECEIPT OF ADDITIONAL FUNDS

Subrecipient shall report any additional or unexpected funds received in conjunction with the services provided under the terms of this Agreement to the City upon receipt of such funds or notification of award of such funds.

S27 ATTORNEY'S FEES AND COSTS

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover all legal costs and reasonable attorney's fees incurred in bringing such action, whether such action is resolved by adjudication, arbitration or settlement.

S28 INCIDENT REPORTING

Subrecipient shall be alert for instances of fraud, abuse, and other criminal activity relative to WIOA-funded activities and services. Any such instances detected shall immediately be reported to City's Job Seeker Services Manager, or in her absence, City's Manager of Business Operations.

S29 SALARY AND BONUS LIMITATIONS

In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006 shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II (note: \$183,300 as of 1/15), except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to contractors providing goods and services as defined in *Uniform Guidance* 2 CFR Part 200 and Part 2900. The incurrence of costs and receiving reimbursement for these costs under this

award certifies that your organization has read the above special condition and is in compliance.

ASSURANCES AND CERTIFICATIONS

1. The Subrecipient assures and certifies that it will in performing its responsibilities as a subrecipient under this Agreement hereby fully comply with the provisions of:

- **The Workforce Innovation and Opportunity Act of 2014 (WIOA);**
- The Office of Management and Budget (OMB) *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards: Final Rule*, at 2 Code of Federal Regulations (CFR) Chapter II, Part 200, et al; and the Department of Labor's (DOL) exceptions at 2 CFR Chapter II, Part 2900 et al; and
- All regulations, legislation, directives, policies, procedures and amendments issued pursuant hereto.

Other Requirements:

- All State legislation and regulations to the extent permitted by federal law and all policies, directives, and/or procedures which implement the WIOA.
- The provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to DOL job training programs.

2. **NONDISCRIMINATION**

Subrecipient assures and certifies it will comply with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which states that no individual in the United States may, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in any WIOA Title I—financially assisted program or activity, be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any WIOA Title I—funded program or activity.
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin.
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- Subrecipient shall also comply with *Uniform Guidance* 2 CFR Part 200 and Part 2900 and all other regulations implementing the laws listed above.

Subrecipient agrees to comply with the Americans with Disabilities Act (ADA) of 1990, as well as all applicable regulations and guidelines issued pursuant to ADA (42 USC 12101 et seq).

Subrecipient shall include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

3. CONFIDENTIALITY

The City, State of California, and Subrecipient will exchange various kinds of information pursuant to this Agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the California Department of Corrections and Rehabilitation, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, and the Department of Alcohol and Drug Programs.

City and Subrecipient agree that:

- a. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- b. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- c. The Subrecipient agrees that information obtained under this Agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this Agreement.
 - 1) Aggregate Summaries: All reports and/or publications developed by the Subrecipient based on data obtained under this Agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
 - 2) Publication: Prior to publication, Subrecipient shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variable should be recorded in order to protect confidentiality.
 - 3) Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- d. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.

- e. The Subrecipient shall notify City's designated data security representative (see below) by telephone of any actual or attempted information security incidents within 24 hours of initial detection. Information security incidents include but are not limited to any event (intentional or unintentional) that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets. Subrecipient shall cooperate with City in any investigation of security incidents. The system or device affected by an incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If Subrecipient learns of a breach in the security of the system which contains confidential data obtained under this Agreement, then Subrecipient must provide notification to individuals pursuant to Civil Code Section 1798.82.
- f. The Subrecipient shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Agreement. This shall include but is not limited to security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of files; and the prevention, detection, and minimization of water damage.
- g. At no time will confidential data obtained pursuant to this agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- h. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure found in section 1798.55 of the Civil Code, section 502 of the Penal Code, section 2111 of the Unemployment Insurance Code, section 10850 of the Welfare and Institutions Code and other applicable local, state and federal laws.
- i. Each party shall (where appropriate) store and process information in electronic format in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- j. Each party shall promptly return to the other party confidential information when its use ends or destroy the confidential information utilizing an approved method of destroying confidential information by shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- k. If the Subrecipient enters into an Agreement with a third party to provide services, Subrecipient agrees to include these data and security and confidentiality requirements in the Agreement with the third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
- l. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation. As of this date, the following are those individuals:

For the City:

Cindy Stahl, Job Seeker Services Manager, (408) 730-7236

For the Subrecipient:

Hayam Demian, Chief Operating Officer, (650) 330-6470

4. Subrecipient makes the following further assurances and certifications:
- a. Subrecipient certifies, by executing this Agreement, that neither it nor its principals are listed on the government-wide Excluded Parties List System in the System for Award Management (SAM). The list in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.
 - b. Subrecipient, by signing this Agreement, does swear under penalty of perjury that it has not failed to satisfy any major condition in a current or previous agreement with the Department of Labor, State of California, or City and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
 - c. Subrecipient certifies, by executing this Agreement, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8355) and will provide a drug-free workplace by taking the following actions:
 - 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 - 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the person's or organization's policy of maintaining a drug-free workplace;
 - (c) any available counseling, rehabilitation, and employee assistance programs;
 - and
 - (d) penalties that may be imposed upon employees for drug abuse violations.
 - 3) Provide as required by Government Code Section 8355(c) that every employee who works on the proposed Agreement:
 - (a) will receive a copy of the Subrecipient's drug-free statement; and
 - (b) will agree to abide by the terms of the Subrecipient's statement as a condition of employment on the Agreement.
 - d. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646), which provides

- for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
- e. It will comply with the provisions of the Hatch Act, which limits the political activity of certain State and local government employees as appropriate.
 - f. It will comply with the requirements that no program under the Act involve political activities.
 - g. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
 - h. Subrecipient certifies that this agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor to any institution controlled by same. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship. In addition, the employment or training of participants in sectarian activities is prohibited.
 - i. Funds provided through this Agreement shall only be used for activities that are in addition to those which would otherwise be available in the area in the absence of such funds.
 - j. If the amount of the Agreement exceeds \$100,000, the Subrecipient hereby assures and certifies to the lobbying restrictions at *Uniform Guidance* 2 CFR Part 200 and 2 CFR Part 2900:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an 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 over \$100,000.

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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance is placed when entering into this Agreement and is a prerequisite for entering into this Agreement 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.

- k. Subrecipient shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
- l. If the amount of the Agreement exceeds \$150,000, the Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7471q), and the Federal Water Pollution Control Act as amended (33 USC 1251-1387).
- m. If Subrecipient is a corporation, certifies it is registered with the Secretary of State of the State of California.
- n. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theatre on or after August 5, 1964, and on or before May 7, 1975, assuring adequate training and employment opportunities for such veterans in its programs.
- o. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration Facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeship occupations.
- p. It possesses legal authority to apply for the subaward; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. Documentary proof of the action authorizing the Subrecipient to apply for the subaward shall be provided to the City upon demand.
- q. Appropriate standards for health and safety in work and training situations will be maintained.
- r. It will provide workers' compensation protection to participants in on-the-job training or work experience, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, employees is provided through a self-insurance system, coverage of any participants shall also be provided through that system. Where participants are employed or engaged in any program where others are similarly employed and not covered by an applicable workers' compensation statute, participants shall be provided with medical

and accident insurance coverage provided under the applicable State workers' compensation statute.

- s. Institutional skill training and training on-the-job shall only be for occupations in which the City has determined there is reasonable expectation for employment.
- t. Standards and procedures with respect to the awarding of academic credit and certifying educational attainment in programs conducted under said title shall be consistent with the requirements of applicable State and local law and regulation.
- u. No program shall impair existing contracts for services or collective bargaining Agreements, unless the employer and the labor organization concur in writing with respect to any elements of the proposed activities which affect such Agreement, or either such party fails to respond to written notification requesting its concurrence within 30 days of receipt of notification. In addition, no funds awarded under this Agreement shall be used to assist, promote, or deter union organizing.
- v. No participant shall be employed or job opening filled (A) when any other individual is on layoff from the same or any substantially equivalent job, or (B) when the employer has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this grant.
- w. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
- x. No participant who is engaged in this program may be charged a fee for placement or referral services.
- y. No funds awarded under this Agreement shall be used to encourage or induce the relocation of an establishment or part thereof, which results in a loss of employment for any employee at the original location.
- z. Subrecipient shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

BUDGET

The Subrecipient will be reimbursed for youth services program costs and activities conducted within the scope of this Agreement. The budget under this Agreement shall not exceed a total of \$378,000 as detailed in Attachment 1.

Any changes requested for the budget shall be submitted by written request to the City and are subject to City's written approval.

Work Experience Expenditure Requirement

It is required that a minimum of 25 percent of contract expenditures be for costs related to work experience.

Accrued expenditures (incurred but not yet paid) must be reported monthly on the Request for Payment.

Matching funds¹ are not required for this Agreement but are encouraged in order to leverage grant funds. They may be reported on the Request for Payment. Documentation must be maintained for matching fund expenditures reported.

METHOD OF PAYMENT

This Agreement is a cost reimbursement Agreement. Reimbursement for 100% of program costs and activities can be invoiced as completed on a monthly basis using the Request for Payment form enclosed with this Agreement. Requests shall be submitted by the 10th of the month following the month for which reimbursement is being requested.

Documentation of all expenditures consisting of general ledger printouts and supporting documentation of cost allocation must be submitted with each payment request. Failure to submit required documentation and forms may cause a delay in payment.

¹ The definition of cash match is a contribution of funds made available to the contractor, to be used specifically for these project activities and consistent with the allowable activities of the fund source. The contractor has control over and disburses these funds. Examples include: money received from employers, foundation, private entities, or local governments. The definition of in-kind match is a contribution of non-cash resources used specifically for project activities. Examples include donated personnel, services, or use of equipment or space.

BUDGET SUMMARY PLAN		
Organization Name: JobTrain		
Project Title: WIOA Youth Program		
Term: 7/1/2021 - 6/30/2022		Out of School Youth (OSY)
I. Expenditures:		
A. Staff Salaries		132,224
B. Staff Benefits		38,345
Staff Benefit Rate (%)	29%	
C. Staff Travel		1,860
D. Operating Expenses		24,871
E. Work Experience MUST be 25% of total expenditures		
1. Staff Salaries		37,169
2. Staff Benefits		10,779
3. Youth Salaries		46,552
F. Occupational Training		80,000
G. Supportive Services		1,200
H. Other (attach detailed description)		5,000
Total		378,000
Cost per Participant		5,108
Number of Staff Full-time Equivalents (FTEs)		2.68

CITY OF SUNNYVALE – NOVA WORKFORCE SERVICES DEPARTMENT
REQUEST FOR PAYMENT

1. Subrecipient Name: **JobTrain**
2. Mailing Address: **1200 O'Brien Drive**
Menlo Park, CA 94025
3. Request Period: From _____ to _____
4. Payment is requested for the following budget items (attach backup documentation):

Description	Out-of-School	Total
a. Staff Salaries	\$ _____	\$ _____
b. Staff Benefits	_____	_____
c. Staff Travel	_____	_____
d. Operating Expenses	_____	_____
e. Work Experience	_____	_____
f. Occupational Training	_____	_____
g. Supportive Services	_____	_____
h. Other	_____	_____
i. Total	_____	_____

5. Current Request \$ _____
6. Cumulative Requests \$ _____ (NOVA to calculate)
7. Matching Expenditures \$ _____ (attach documentation)
8. Accrued Expenditures (not yet paid): Out-of-School \$ _____

CERTIFICATION:

I CERTIFY that to the best of my knowledge and belief this report is true in all aspects and that all disbursements have been made for the purpose and conditions of this grant.

Authorized Signature

Title

Date

SEND TO:

NOVA Workforce Board, Attn: Fiscal, 505 W. Olive Ave., Suite 550, Sunnyvale, CA 94086

Or email pdf to: dgamble@novaworks.org, klim@novaworks.org, and chaynes@novaworks.org

NOVA WORKFORCE SERVICES USE ONLY

Cash reimbursement for the period _____ is recommended in the amount of \$ _____.

By: _____ Date: _____

Approved By: _____ Date: _____

Budget Reference No.: **-521227 (out-of-school)** \$ _____
\$ _____



City of Sunnyvale

Agenda Item

21-0571

Agenda Date: 6/15/2021

REPORT TO COUNCIL

SUBJECT

Appoint David Bini and Nelson Leonor 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):

- Taking 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;
- Contributing specific expertise from key industries and articulate evolving industries' needs, critical to aligning the workforce with the jobs of the 21st Century;
- Developing and approving policy for workforce initiatives in NOVA service-delivery area;
- Helping create and providing oversight of a local strategic plan and participate in the development of a regional plan;
- Evaluating and monitoring program performance according to specified outcomes and measures; and
- Promoting 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 and NOVA 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 David Bini and Nelson Leonor because of the individual strengths and assets they can bring to the NOVA Board. In addition, their appointments will fill WIOA-mandated seats representing Labor and the State employment development agency, respectively.

About the Candidates:

Mr. David Bini

Executive Director, Santa Clara and San Benito Counties Building and Construction Trades Council

The Santa Clara and San Benito Counties Building and Construction Trades Council (SCBTC), chartered in 1960, represents the area's exceptionally skilled and trained construction workers. SCBTC is affiliated with 27 local building trade unions and district councils, with membership totaling 35,000 construction workers. Through a focus on training, safety and quality work, its members offer the highest level of professionalism and excellence, improving the region through numerous infrastructure upgrades and development. As Executive Director, Mr. Bini is responsible for overseeing nexus construction projects, writing and managing contracts for its affiliate unions, and leading the political advocacy program. Mr. Bini brings to the Board extensive knowledge of the growing construction industry and its well-paid jobs, important experience with apprenticeships and other on-the-job skills training, and the ability to work collaboratively with extensive networks in the region. He is also active in the community serving on the Board of Directors of Joint Venture Silicon Valley. Mr. Bini's contributions will be invaluable to the Board as it seeks to identify earn-and-learn training opportunities that will promote equal access for low-skilled, low-wage workers into higher-wage career paths and a better quality of life.

Mr. Nelson Leonor

Employment Program Manager, California Employment Development Department

The California Employment Development Department (EDD) is one of the largest departments in the state with employees located at hundreds of local service offices throughout California. Since 1936, the department has served millions of job seekers and employers to build a prepared workforce and sustainable economy. For many years, the EDD regional office has been a committed partner in the provision of workforce development services as part of the NOVA workforce area and through participation on the NOVA Board. As Employment Program Manager, Mr. Leonor is responsible for oversight of local workforce programs, operations and nearly 45 staff, within a three-county region comprised of Santa Clara, San Mateo and San Benito counties. Mr. Leonor brings to the Board over ten years of experience in employment development, a diverse perspective from front-line customer service to management and policy implementation, a shared mission and passion for career exploration, and collaboration with a wide range of strategic partners in the region. Mr. Leonor's contributions will be invaluable to the Board as it seeks new models for realigning services, post-pandemic, to best meet the needs of shared customers through increased equity and enhanced access.

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 David Bini and Nelson Leonor 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

21-0665

Agenda Date: 6/15/2021

SUBJECT

Adopt Ordinance No. 3177-21 Approving and Adopting a Post Entitlement Development Agreement Between the City of Sunnyvale and Sunnyvale Partners Ltd.

BACKGROUND

The attached Ordinance was introduced at a regular meeting of the City Council held on June 8, 2021 with the following vote: 6-1.

RECOMMENDATION

Adopt Ordinance No. 3177-21 approving and adopting a Post Entitlement Development Agreement between the City of Sunnyvale and Sunnyvale Partners Ltd.

ORDINANCE NO. 3177-21

**AN ORDINANCE OF THE CITY OF SUNNYVALE
APPROVING AND ADOPTING A DEVELOPMENT
AGREEMENT BETWEEN SUNNYVALE PARTNERS, LTD.
AND THE CITY OF SUNNYVALE FOR THE
DEVELOPMENT OF PROPERTY COMMONLY KNOWN
AS 1250 LAKESIDE DRIVE.**

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864 et seq. (the Development Agreement Statute), which authorizes cities to enter into agreements for the development of real property in order to establish certain development rights in such property; and

WHEREAS, pursuant to Government Code Section 65865 the City has adopted rules and regulations establishing procedures and requirements for consideration of development agreements as set forth in Resolution No. 371-81; and

WHEREAS, the City Council adopted the Lakeside Specific Plan (LSP) in 2005 to facilitate the development of a specific mixed-use hotel and residential project for the 8.83-acre property at 1250 Lakeside Drive; and

WHEREAS, the development project approved in 2005 was never built and the entitlements for the project expired; and

WHEREAS, the City Council amended the LSP in 2016 (Resolution No. 802-16) to switch the location of the hotel and residential land uses on the project site as well as make other changes to the architecture, design, and building height; and

WHEREAS, the hospitality industry suffered severe financial losses throughout 2020 and continues to suffer such losses into 2021 as a result of the global COVID-19 pandemic, which restricted “non-essential” travel and gatherings and caused Silicon Valley businesses to shift to remote work and virtual meetings; and

WHEREAS, the Bay Area is experiencing a severe housing shortage making the residential component of the project essential to the City’s effort to meet its share of regional housing needs; and;

WHEREAS, construction of the residential component of the project will be substantially completed and the first phase of 125 apartments ready to occupy by the end of June 2021, but initiation of the construction of the hotel has been delayed as a result of the financial impact of the COVID-19 pandemic as noted above; and

WHEREAS, the City Council, in return for the Developer’s offer of other community benefits to be memorialized in a Post Entitlement Development Agreement (“Development

Agreement”), wishes to allow the apartments to be occupied in order to provide critically needed housing for residents of the City of Sunnyvale and surrounding community; and

WHEREAS, a copy of the proposed Development Agreement is attached hereto and incorporated herein as Exhibit "A" to this Ordinance; and

WHEREAS, in 2016, the City Council certified the 1250 Lakeside Hotel and Residential Project Final Supplement Environmental Impact Report (2016 Final SEIR, SCH# 2016022035), adopted findings, adopted a Mitigation Monitoring and Reporting Program, and adopted a Statement of Overriding Considerations for the amendments to the LSP and the specific development project at 1250 Lakeside Drive (collectively, “the Project”); and

WHEREAS, the LSP and the Project’s Conditions of Approval required that the Hotel and Apartments be constructed at substantially the same time; and

WHEREAS, on June 8, 2021, the City Council adopted Resolution No. 1058-21 accepting an Addendum to the 2016 Final SEIR and approving an amendment to the LSP to authorize the City Council to approve changes in the timing of the completion of the hotel in return for the community benefits specified in the Development Agreement; and

WHEREAS, pursuant to the Development Agreement Statute and City regulations, the Planning Commission held a duly noticed public hearing on May 24, 2021, on the proposed Project and has found that the proposed Development Agreement is consistent with the objectives of the general plan, compatible with the uses authorized for the Project Area, in conformity with public convenience and beneficial to the public welfare, and will not adversely impact the orderly development of property, and meets the requirements of the Development Agreement Statute and City regulations; and

WHEREAS, the City Council, after proper published notice, held a public hearing on June 8, 2021, concerning the proposed Project, and has considered the Development Agreement and reports and related documents presented by City staff, the Planning Commission's recommendation, and the written and oral comments presented at or before the public hearing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUNNYVALE DOES ORDAIN AS FOLLOWS:

SECTION 1. FINDINGS. The City Council hereby finds and declares that the above recitals are true and correct. The City Council finds that the provisions of the Development Agreement are consistent with the City's General Plan and the LSP as they will exist on the effective date of this Ordinance, and hereby incorporates the findings regarding General Plan and LSP conformity contained in the Planning Commission findings dated May 24, 2021. The City Council finds that the provisions of the Development Agreement are compatible with the uses authorized in the regulations prescribed for the land use district in which the real property is located; are in conformity with public convenience and good land use practice; are not detrimental to the public health, safety and general welfare; are of a beneficial effect on the order development of property and the preservation of property values; and are consistent with the requirements of

the Development Agreement Statute and of Resolution No. 371-81. The City Council finds that the Developer is providing a public benefit to the City by offering the community benefits described in the proposed Development Agreement and a development agreement is appropriate for the property to ensure that the Project will be completed.

SECTION 2. DEVELOPMENT AGREEMENT ADOPTED. The Development Agreement, as set forth in Exhibit "A", is hereby adopted, subject to such minor, conforming, and clarifying changes consistent with the terms thereof as may be approved by the City Manager, in consultation with the City Attorney prior to execution thereof, including completion of references and status of planning approvals, and completion and conformity of all exhibits thereto, and conformity to the General Plan and Lakeside Specific Plan, as amended and approved by the City Council. The City Manager and the City Clerk of the City of Sunnyvale are hereby authorized and directed to execute and attest, respectively, the Development Agreement on behalf of the City of Sunnyvale.

SECTION 3. CEQA. The environmental effects of the Project subject to the proposed Development Agreement were analyzed in the 2016 Final SEIR for the 1250 Lakeside Hotel and Residential Project, SCH# 2016022035 and the Addendum to the 2016 Final EIR prepared in connection with the amendment of the LSP and related Project approvals considered by the City Council on June 8, 2021. The City Council found that the Addendum was prepared for the Project in compliance with the requirements of CEQA and the CEQA Guidelines and is adequate for the City's use as the Lead Agency under CEQA. The City Council finds in accordance with CEQA that none of the conditions described in Section 15162 or 15163 of the CEQA Guidelines calling for preparation of a subsequent or supplemental EIR have occurred and, accordingly, under CEQA Guidelines Section 15164 an addendum is required. The City Council incorporates by this reference the findings and mitigation measures contained in the 2016 Final EIR and Addendum as to the environmental effects of the Development Agreement, together with the additional findings contained in this Ordinance. The Council hereby directs the Planning Division to file a Notice of Determination regarding the approval of the Project within five business days of adoption of this Ordinance.

SECTION 4. RECORDATION. The City Clerk is hereby directed to record the Development Agreement with the county recorder in compliance with the provisions of Government Code Section 65868.5.

SECTION 5. CONSTITUTIONALITY; SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision or decisions shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more section, subsection, sentence, clause, phrase, or word be declared invalid.

SECTION 6. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days from and after the date of its adoption.

SECTION 7. POSTING AND PUBLICATION. The City Clerk is directed to cause copies of this Ordinance to be posted in three (3) prominent places in the City of Sunnyvale and to cause publication of a notice once in The Sunnyvale Sun, the official newspaper for publication of legal notices of the City of Sunnyvale, setting forth the date of adoption, the title of this ordinance, and a list of places where copies of this ordinance are posted, within fifteen (15) days after adoption of this ordinance.

Introduced at a regular meeting of the City Council held on June 8, 2021, and adopted as an ordinance of the City of Sunnyvale at a regular meeting of the City Council held on _____, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

City Clerk

Date of Attestation: _____

Mayor

(SEAL)

APPROVED AS TO FORM:

City Attorney

RECORDING REQUESTED BY

CITY OF SUNNYVALE
City Attorney's Office
P.O. Box 3707
Sunnyvale, CA 94088

WHEN RECORDED MAIL TO

CITY OF SUNNYVALE
City Attorney's Office
P.O. Box 3707
Sunnyvale, CA 94088

Record at no fee per Government Code section 6103

[Space above this line for Recorder's use only]

**POST ENTITLEMENT
DEVELOPMENT AGREEMENT**

by and between

SUNNYVALE PARTNERS LTD and CITY OF SUNNYVALE

Project name: 1250 Lakeside Drive

THIS POST ENTITLEMENT DEVELOPMENT AGREEMENT, dated for convenience _____, 2021, at Sunnyvale, California ("**Agreement**") is entered into by and between Sunnyvale Partners LTD, a California corporation ("**Sunnyvale Partners**" or "**Landowner**"), and the CITY OF SUNNYVALE, a California chartered municipal corporation ("**City**"), with respect to the property located at 1250 Lakeside Drive in Sunnyvale. Sunnyvale Partners and the City may each be referred to herein as a "**Party**" and collectively as the "**Parties.**"

RECITALS

A. State Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted Government Code sections 65864 *et seq.* ("**Development Agreement Statute**"), which authorizes the City to enter into a binding development agreement with any person having a legal or equitable interest in real property for the development associated with such property in order to establish certain development rights in the property that is the subject of the development project application.

B. City Procedure and Requirements. The City has implemented the provisions of the Development Agreement Statute and adopted certain development agreement procedures and requirements through the enactment of Resolution No. 371-81, adopted on December 15, 1981 ("**Development Agreement Resolution**").

C. Landowner. The Landowner is a corporation operating and existing pursuant to the laws of the State of California.

D. Property. The subject of this Agreement is the development of that certain real property located at 1250 Lakeside Drive in the city of Sunnyvale, California, County of Santa Clara, Accessor's Parcel Numbers 216-43-037, 038, 039, and 040, consisting of approximately 8.83-acres, as described in Exhibit A-1 and depicted in Exhibit A-2 ("**1250 Lakeside Drive**" or "**Property**"), attached hereto and incorporated herein by reference. The Landowner owns the Property in fee. Subject to the terms of Section 6.5 and Section 9.2 hereof, all persons holding legal or equitable interests in the Property are bound by this Agreement.

E. Lakeside Specific Plan. The subject Property is located within the area subject to the Lakeside Specific Plan ("**Specific Plan**" or "**LSP**"). The LSP was originally adopted by the City Council in 2005 to facilitate the development of a mixed-use, 244-unit residential condominium and 263-room hotel project at 1250 Lakeside Drive. The original 2005 project, entitled with residential on east side of the Property and hotel on west side, was never built and the project entitlements expired.

F. On December 13, 2016, the City Council approved a Specific Plan Amendment (RTC No. 16-1094) for the Property that changed the land use configuration by placing each use adjacent to similar nearby uses (residential on west side of the Property, hotel on east side). The approval also increased the allowable height for the residential component and included a 3.44-acre publicly accessible park area adjacent to the lake.

G. On June 8, 2021, the City Council approved a second Specific Plan Amendment (RTC No. 21-XXXX) that allows a modification to the hotel construction timing, subject to City Council approval and provision of community benefits described in this Agreement.

F. Project. As approved by the City Council, the project consists of the following:

"**Hotel**" consisting of:

- 263 rooms;
- Six stories and 85 feet in height (with elements to 100 feet in height);
- Three-level above-grade parking garage and small surface parking lot for a total of 255 parking spaces on the hotel site;
- Attached 3,000 square foot restaurant (open to the public);
- Indoor meeting and banquet space, a fitness room, bar and lounges; and outdoor dining, meeting, and function space including a pool area, dining patios, and a rooftop garden and bar.

"**Apartments**" consisting of:

- 250 market-rate apartment units consisting of two phases of 125 units each ("Phase I" and "Phase II");
- Unit mix is 70 studio units, 110 one-bedroom and 70 two-bedroom units ranging from 443 to 1,417 square feet in size;
- Seven stories and 82 feet in height (with elements to 88 feet in height);

- Podium parking structure with 439 spaces (429 standard spaces and 10 tandem spaces) and three surface parking spaces
- Each unit has 300 cubic feet of lockable storage within the building;
- Residential amenities include a community room (beyond the minimum size required), lounges, fitness rooms, a pool, and outdoor recreation and lounge space.

“On-site Improvements” consisting of:

- Open space on the man-made lake-facing side of the project with a lakeside promenade;
- Passive recreational space, and outdoor spaces for meetings and special events;
- Improvements to the existing open space area and pathway system along the entire man-made lake;
- On-site improvements include frontage enhancements along Lakeside Drive;
- Subdivision of the Property into two lots, one for each land use, consistent with the LSP.

The Hotel, Apartments, and On-site Improvements are collectively referred to herein as the **“Project.”** The Hotel and Apartments are each located on separate legal parcels (respectively, “Hotel Site” and “Apartment Site”).

The LSP states that the City’s goals for this site, as elaborated by both the City Council and Sunnyvale’s General Plan, can be summarized by the following:

- Create a landmark project that showcases the City at this important gateway site.
- Maintain a successful hotel that is an important part of the City’s economy and business environment.
- Increase the City’s supply of housing stock and improve the jobs/housing ratio.
- Residential should only be allowed if a high quality residential project is created.

G. Environmental Review. The City examined the environmental effects of the Project in a Supplemental Environmental Impact Report (State Clearinghouse No. 2016022035) (“**SEIR**”) prepared pursuant to the California Environmental Quality Act (Cal. Code Pub. Res. § 21000 *et seq.* and 14 Cal. Code Regs. § 15000 *et seq.* (together, “**CEQA**”)). On December 13, 2016, by Resolution No. 801-16, the City Council reviewed and certified the SEIR as adequate and complete, adopted written findings, approved a Mitigation Monitoring and Reporting Program, and approved a Statement of Overriding Considerations pursuant to Section 15093 of Title 14 of the CEQA Guidelines.

The City prepared and considered an Addendum to the SEIR prior to approval of this Agreement pursuant to sections 15062 and 15064 of the CEQA Guidelines. The Addendum determines that the proposed changes to Project only affect the timing of construction of the Hotel. The construction of the Hotel and Apartments will not occur substantially at the same time, as described in the SEIR. Rather, the Hotel will be constructed after the completion and occupancy of the Apartments. All mitigation measures required by the SEIR will remain in effect and no other changes to the Project described in the SEIR are proposed. As a result, the conclusions of the SEIR remain valid and approval of this Agreement would not result in new or substantially more severe significant impacts to the environment than those noted in the SEIR.

Upon certifying the SEIR, the City Council adopted a Statement of Overriding Considerations pursuant to Section 15093 of the CEQA Guidelines, finding that specific economic, fiscal, social, housing, and other overriding considerations outweighed the Project's unavoidable adverse environmental effects. The Statement of Overriding Considerations remains valid to support the approval of the Project because the construction of the Hotel will only be delayed and it remains as a component of the Project. In addition, the Statement of Overriding Considerations includes a statement that each one of the ten considerations listed was sufficient on a "a separate and independent basis" upon which to approve the Project. Therefore, the other factors listed in the Statement of Overriding Considerations justify the approval of the Project even if the construction of the Hotel is delayed.

H. Purposes. The Landowner and City desire to enter into an agreement for the purpose of implementing the plan for the occupancy of the Apartments and the construction of the Hotel as set forth herein, and in the Specific Plan and Development Approvals. The City has an expressed interest in ensuring the timely occupancy of the Apartments and construction of the Hotel, and entering into a development agreement is a method whereby a level of assurance can be achieved to meet those interests. The City has determined that the development of the Project pursuant to the Specific Plan and the Development Approvals, including the occupancy of the Apartments and the construction of the Hotel, is a development for which a development agreement is appropriate. A development agreement will provide certain benefits to the City, as described in Article 2, will eliminate uncertainty in the City's land use planning in accordance with the policies and goals set forth in the Specific Plan, and will otherwise achieve the goals and purposes of the Development Agreement Statute and Development Agreement Resolution. The Landowner has incurred substantial costs in the construction of the Apartments and will incur substantial costs in the construction of the Hotel in accordance with this Agreement. In exchange for these benefits to the City and the public, the Landowner desires to receive assurance that the City will timely grant permits and approvals, including but not limited to certificates of occupancy, required for the occupancy of the Apartments and for construction of the Hotel in accordance with City Laws (as defined in Section 1.2.3), subject to the terms and conditions contained in this Agreement. In order to effectuate these purposes, the Parties desire to enter into this Agreement.

I. Relationship of City and Landowner. It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by City and Landowner and that the Landowner is an independent entity and not an agent or partner of City. City and Landowner hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making City and Landowner joint ventures or partners.

J. Planning Commission Recommendations of Approval. The Planning Commission considered the application for approval of this Agreement on _____, 2021. After conducting a duly noticed public hearing the Commission recommended the adoption of this Agreement to the City Council.

K. Development Agreement Adoption. After conducting a duly noticed public hearing and making the requisite findings, the City Council approved and introduced this Agreement by the first reading of Ordinance No. ____-21 on _____, 2021. On _____, 2021, the City Council adopted this Agreement by the second reading of Ordinance No. ____-21 (**"Adoption Date"**), and authorized its execution.

L. Consistency with Sunnyvale General Plan and Specific Plan. Development of the Property in accordance with this Agreement will provide for orderly growth and development in accordance with the policies set forth in the City General Plan, the Specific Plan, and the Development Approvals. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, the City Council finds and declares that this Agreement is consistent with the General Plan of the City, Specific Plan and with the Development Approvals. This Agreement satisfies the requirements of Government Code section 65867.5.

M. Development Approvals. The following approvals, entitlements, and findings have been adopted by the City with respect to the Property, and constitute the **"Development Approvals"**:

i. The SEIR, adopted by Resolution No. 801-16, on December 13, 2016 and the Addendum, accepted on June 8, 2021.

ii. This Agreement, adopted by Ordinance No. ____-21, on _____, 2021.

iii. The Specific Plan, adopted by Resolution No. 802-16, on December 13, 2016 and amended on June 8, 2021 by Resolution No. XXX-21

iv. The Special Development Permit, approved on December 13, 2016.

v. The Tentative Parcel Map, approved on December 13, 2016, and Parcel Map approved by the Director of Public Works on May 16, 2019.

v. The Special Development Permit amended Condition of Approval GC-11, approved on June 8, 2021.

vi. The Building Permit for the Apartments, approved on July 23, 2019.

N. Project Construction. The City issued Construction Permit No. 2018-2964 for the Apartments on July 23, 2019, authorizing all of the following work: Building, Energy, Electrical, Fire, Grading, Mechanical, Plumbing, Landscaping, public park improvements and other on-site amenities. The Apartments have been under construction pursuant to the Construction Permit since August 1, 2019. The first phase of 125 units will be ready for occupancy by June of 2021 and the second phase of 125 units will be ready for occupancy by the end of the summer of 2021. Substantial site work for the Hotel portion of the Property has been completed under other permits, but vertical construction has not commenced as required by the Lakeside Specific Plan, delayed

in part due to the negative effects of the Coronavirus pandemic on the hospitality industry globally, in California, and in the Bay Area.

O. Development Agreement Resolution. City and Landowner have taken all actions mandated by and fulfilled all requirements set forth in the Development Agreement Resolution.

NOW THEREFORE, pursuant to the authority contained in the Development Agreement Statute and Development Agreement Resolution, and in consideration of the mutual covenants and promises contained herein, the adequacy and sufficiency of which are hereby acknowledged, Landowner and City agree as follows:

AGREEMENT

ARTICLE 1

RECITALS. DEFINITIONS AND DATES

1.1 Incorporation of Recitals. The Preamble, the Recitals and all the defined terms set forth in both, are hereby incorporated into this Agreement as if set forth herein in full.

1.2 Definitions. In addition to the defined terms in the Preamble and the Recitals, each reference in this Agreement to any of the following terms shall have the meaning set forth below for each such term. Certain other terms shall have the meaning set forth for such term in this Agreement.

1.2.1 Applicable Laws. The laws and Constitution of the State of California, excluding its conflict of laws provisions, the laws and Constitution of the United States and any codes, statutes, or executive mandates in any applicable court decision, state or federal, thereunder.

1.2.2 Assignee. Any person, business entity, association, organization, or other similar entity succeeding to some or all of Landowners' rights and obligations under this Agreement by sale, transfer, or otherwise, including, but not limited to, purchasers, mortgagees, or long term ground lessees of individual lots, parcels, or of any of the buildings located within the Property.

1.2.3 City Laws. The ordinances, resolutions, codes, rules, regulations, and official policies of the City governing the permitted uses of land, density, design, improvements, and construction standards and specifications applicable to the development of the Property as of the Effective Date ("**City Laws**"). Specifically, but without limiting the generality of the foregoing, City Laws shall include the City's General Plan, the Specific Plan, the Zoning Code (Title 19 of the Sunnyvale Municipal Code), and the Subdivision Code (Title 18 of the Sunnyvale Municipal Code).

1.2.4 Conditions. All conditions, exactions, fees or payments, dedication or reservation requirements, obligations for on or off-site improvements, services, or other conditions of approval called for in connection with the development of or construction on the Property under the City Laws.

1.2.5 Development Agreement Resolution. Resolution No. 371-81, entitled "Resolution of the City of Sunnyvale Establishing Procedures and Setting a Fee for Processing

Development Agreements,” adopted by the City Council of the City of Sunnyvale on December 15, 1981.

1.2.6 Director. The Director of the Community Development Department.

1.2.7 Enacting Ordinance. Ordinance No. ____-21, introduced by the City Council on _____, 2021, and adopted by the City Council on _____, 2021 approving this Agreement.

1.2.8 Party. A signatory to this Agreement, or a successor or assign of a signatory to this Agreement.

1.2.9 Property. That property described and shown on Exhibits A-1 and A-2.

1.3 Effective Date; Recordation. The Enacting Ordinance became effective on _____, 2021. The obligations of the Parties under this Agreement shall be effective as of the effective date of the Enacting Ordinance (“**Effective Date**”), pursuant to Government Code section 36937. Not later than ten (10) days after the Effective Date, the Parties shall cause this Agreement to be recorded in the Official Records of the County of Santa Clara, State of California, as provided for in Government Code section 65868.5 and the Development Agreement Resolution. However, failure to record this Agreement within ten (10) days shall not affect its validity or enforceability by and between the Parties.

1.4 Term. Except as provided herein, the term of this Agreement shall commence on the Effective Date and terminate six (6) years thereafter (“**Term**”). Following the expiration of the Term, this Agreement shall be deemed terminated and of no further force and effect; provided, however, termination of the Agreement shall not affect any right or duty emanating from Development Approvals that are vested under Applicable Laws in the absence of this Agreement. Landowner shall thereafter comply with the provisions of all Applicable Laws and City Laws then in effect or subsequently adopted with respect to the Property and the Project.

1.5 Capitalized Terms. If any capitalized terms contained in this Agreement are not defined above, then any such terms shall have the meaning otherwise ascribed to them in this Agreement.

ARTICLE 2

GENERAL DEVELOPMENT

2. Project; Vested Entitlements

2.1 Project Development. Landowner shall have a vested right to occupy the Apartments, subject to obtaining certificates of occupancy or such other approvals consistent with City Laws, necessary for occupancy of the completed Apartments, and construct the Hotel on the Property in accordance with the Vested Entitlements (defined in Section 2.2) in effect as of the Effective Date and pursuant to all the terms of this Agreement.

2.2 Vested Entitlements. The Landowner has certain vested entitlements, including the certified SEIR, the General Plan, the Specific Plan, the Development Approvals, and the approval of this Agreement (collectively, “**Vested Entitlements**”). Any other conditions of development applicable to the Property are as set forth in the applicable provisions of the General Plan, the Specific Plan, the Zoning Code, the Subdivision Code, and City Laws, in effect on the

Effective Date of the Agreement (“**Applicable Rules**”). The Landowner shall have the vested right to occupy the Apartments, subject to obtaining certificates of occupancy or such other approvals consistent with City Laws necessary for occupancy of the completed Apartments, and to construct the Hotel on the Property in accordance with the terms and conditions of this Agreement, the Vested Entitlements and the Applicable Rules for the Project, as the same may be amended from time to time upon application by the Landowner and good faith consideration and decision by the City. Except as otherwise specified herein, this Agreement, the Applicable Rules, the Development Approvals, and City Laws shall control the overall design, development, construction, use, and occupancy of the Project, and all improvements and appurtenances in connection therewith, including without limitation, the permitted uses on the Property, density and intensity of uses, and the maximum height and sizes of buildings.

2.2.1 Except as provided herein, development of the Property shall be governed by this Agreement, and Vested Entitlements, the Applicable Rules, and City Laws. To the extent the provisions of this Agreement conflict with the applicable zoning provisions of the LSP, this Agreement shall take precedence.

2.2.2 Except as set forth in Section 3.2.2, this Agreement does not impose affirmative obligations on the Landowner to commence construction of the Hotel, or any phase thereof, in advance of its decision to do so, which decision shall be in Landowner’s sole and absolute discretion.

2.2.3 City agrees that it will accept for processing, review, and action all applications for use, occupancy, and construction of the Property, including the Apartments, Hotel, and On-site Improvements, in accordance with the Vested Entitlements, and shall act upon such applications, including any application to amend or modify the design of the Hotel, in good faith and in a diligent and timely manner. The Parties agree that the City has no obligation to approve any amendment to the Special Development Permit, 2015-7656 approved on December 13, 2016, to permit any amendment or modification to the design of the Hotel.

2.2.4 The environmental effects of the Project and this Agreement (including, but not limited to, the rights and obligations vested hereby) have been thoroughly and fully examined in the SEIR and the Addendum.

2.3 Timing of Development. The Parties acknowledge and agree that presently the Landowner cannot predict the timing of the construction of the Hotel. Subject to Section 3.2.2 below, the timing, sequencing, and phasing of the Hotel are solely the right and responsibility of Landowner in the exercise of its business judgment so long as it is consistent with the Vested Entitlements, Applicable Rules, and this Agreement. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984) that failure of the Parties therein to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the Parties’ agreement, it is the Parties’ intent to cure that deficiency by acknowledging and providing that the Landowner shall have the right to develop the Hotel in such order, at such rate, and at such time as Landowner deems appropriate within the exercise of its sole subjective business judgment and the provisions of this Agreement.

2.4 Compliance with Requirements of Other Government Entities.

2.4.1 During the term of this Agreement, Landowner, at no cost to City, shall comply with lawful requirements of, and obtain all permits and approvals required by other federal, state, regional, or local agencies having jurisdiction over Landowner's activities in furtherance of this Agreement. Landowner shall pay all required fees, if any, when due to federal, state, regional, or other local governmental agencies and acknowledges that City does not control the amount of any such fees.

2.4.2 As provided in California Government Code section 65869.5, this Agreement shall not preclude the application to the Property of changes in laws, regulations, plans, or policies, to the extent that such changes are specifically mandated and required by changes in State or Federal laws or regulations ("**Federal or State Law**"). In the event changes in Federal or State Law prevent or preclude compliance with one or more provisions of this Agreement, this Agreement shall be modified or suspended as may be necessary to comply with such Federal or State Law. The Parties shall meet and confer in good faith in order to determine whether such provisions of this Agreement shall be modified or suspended as may be necessary to comply with changes in the law and City and Landowner shall agree to such action as may be reasonably required. It is the intent of the Parties that any such modification or suspension be limited to that which is necessary and to preserve to the extent possible the original intent of the Parties in entering into this Agreement. This Agreement shall remain in full force and effect to the extent it is not inconsistent with such Federal or State Law. Nothing in this Agreement shall preclude the City or Landowner from contesting by any available means (including administrative or judicial proceedings) the applicability to the Property of any such Federal or State Law.

2.5 Reservations of Authority. Notwithstanding any other provision of this Agreement, at the time Subsequent Approvals are applied for, if any, the following regulations and provisions shall apply only to those Subsequent Approvals:

2.5.1 Processing fees and, subject to the terms of Section ___ of this Agreement, charges of every kind and nature imposed by the City, including application, inspection, and monitoring fees, that are in force and effect within the jurisdiction of the City for the class of Subsequent Approvals being applied for on an City-wide basis, which shall be paid at the rate then in effect City-wide.

2.5.2 All taxes, assessments, impact fees of any type, inclusionary including housing in-lieu impact fees and transportation impact fees, other fees, or other monetary and non-monetary exactions imposed by the City, that are in force and effect within the jurisdiction of the City for a broadly based class of land, projects, discretionary or ministerial approvals, or taxpayers, as applicable, on which they are imposed, existing as of the Effective Date. For a six (6) year period commencing on the Effective Date, the City shall not impose any new taxes, assessments, impact fees or other fees, or other monetary and non-monetary exactions, that were not in effect within the jurisdiction and applicable to the Project and Subsequent Approvals on the Effective Date (this does not include increases or adjustments to existing fees, taxes, etc.). Nothing herein shall prevent the City from imposing on the Project new City-wide general and City-wide special taxes adopted in accordance with California Const. Art. XIII C and D *et seq.*, otherwise known as Proposition 218. After the six (6) year period has run, the City may impose all taxes, assessments, impact fees of any type, other fees, or other monetary and non-monetary exactions, that are in force and effect within the jurisdiction of the City for a broadly based class

of land, projects, discretionary or ministerial approvals, or taxpayers, as applicable, on which they are imposed, regardless of when they were first adopted.

2.5.3 If the City forms an assessment district including the Property and the assessment district is City-wide, as defined in Section ___, the Property may be legally assessed through such district based on the benefit to the Property, which assessment shall be consistent with the assessment of other property in the district similarly situated. Any subsequently created assessment district is subject to collection solely based on the special assessment statute and shall not affect the development rights for the Project.

2.5.4 Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and any other matter of procedure, that are in force and effect within the jurisdiction of the City for the class of Subsequent Approvals being applied for.

2.5.5 Regulations governing construction standards and specifications including, without limitation, the City's building code, plumbing code, mechanical code, electrical code, fire code, and grading code, and all provisions of the Sunnyvale Municipal Code, and all other uniform construction codes, that are in force and effect within the jurisdiction of the City for the class of Subsequent Approvals being applied at the time the building permit in question is applied for.

2.5.6 The Parties acknowledge that the provisions contained in this Section are intended to implement the intent of the Parties that the Landowner has the right to occupy the Apartments after the City's Building Official inspects the Apartments and finds no violations of the provisions of Sunnyvale Municipal Code Chapter 16.16, other laws that are enforced by the Building Safety Division, and the Conditions of Approval printed on the building permit plan set for the Project, and construct the Hotel pursuant to specified and known criteria and rules, and that the City receives the benefits that will be conferred as a result of such development without abridging the right of the City to act in accordance with its powers, duties, and obligations. subject to the provisions of this Agreement.

2.6 Subsequently Enacted Rules and Regulations. The City may, during the term of this Agreement, apply such newer City Laws that are in force and effect within the jurisdiction of the City for the class of Subsequent Approvals being applied for and that are not inconsistent or in conflict with the intent or purposes or any terms, standards, or conditions of this Agreement. To the extent any changed City Law is in conflict with the terms of this Agreement, the terms of this Agreement shall prevail.

2.7 Moratorium, Quotas, Restrictions or Other Limitations. Without limiting the generality of any of the foregoing, no moratorium or other limitation (whether relating to the rate, timing, phasing, sequencing or permission of development or construction of all or any part of the Property, whether imposed by ordinance, resolution, policy, order or otherwise, and whether enacted by the City Council, an agency of City, or otherwise) affecting parcel or subdivision maps (tentative, vesting tentative or final), building permits, or any other Approvals (including entitlements to use or service, such as water, sewer and/or storm drains) shall apply to the Property. Landowner agrees and understands that the City does not have authority or jurisdiction over another public agency's authority to grant a moratorium or impose any other limitation that may affect the Property.

2.8 Initiatives. If any City Laws are enacted or imposed by a citizen-sponsored initiative or by the City Council directly or indirectly in connection with any proposed initiative, which City

Laws would conflict with this Agreement, such City Laws shall not apply to the Property. The Parties, however, acknowledge that the City's approval of this Agreement and the Specific Plan Amendment are legislative actions subject to referendum.

2.9 Mutual Obligations of the Parties. City has agreed to provide Landowner with the long term assurances, Vested Entitlements, and other City obligations described in this Agreement in consideration for the Landowner obligations contained in this Agreement. Landowner has agreed to provide City with the Landowner obligations contained in this Agreement.

2.10 Landowner's Right to Rebuild. Landowner may rebuild the Project or any element of the Project should it become necessary due to damage from any event, natural disaster, or change in seismic requirements during the Term of this Agreement, notwithstanding the provisions of the City of Sunnyvale Municipal Code Section 19.50.030. Landowner may renovate the Project at any time within the Term of this Agreement as long as such renovation does not cause a change of use to a use not allowed by this Agreement or the LSP. Any such rebuilding or renovation shall be subject to the Vested Entitlements, shall comply with the Subsequent Approvals and the building regulations existing at the time of such rebuilding or reconstruction, as well as the requirements of CEQA.

ARTICLE 3

SPECIFIC CRITERIA OF THE PROJECT

3.1 Permitted Square Footage. Notwithstanding anything to the contrary herein, the Landowner is allowed to develop the Project consistent with the Development Approvals

3.2 Landowner Obligations. As a material consideration for the long term assurances, Vested Entitlements, and other City obligations provided by this Agreement, including the City's agreement to timely issue certificates of occupancy for the Apartments after the City's Building Official inspects the Apartments and finds no violations of the provisions of Sunnyvale Municipal Code Chapter 16.16, other laws that are enforced by the Building Safety Division, and the Conditions of Approval printed on the building permit plan set for the Project and diligently and in good faith process any application to amend or modify the design of the Hotel, as set forth in Section 4.5, and as a material inducement to City to enter into this Agreement Landowner has offered and agreed to provide the public benefits to the City listed in this Section 3.2.

3.2.1 Guaranteed Payment. Landowner shall pay to City a total of seven hundred fifty thousand dollars (\$750,000) as a "Guaranteed Payment." The first four hundred fifty thousand dollars (\$450,000) of the Guaranteed Payment shall be made prior to issuance of the first certificate of occupancy for the Apartments. The second three hundred thousand dollars (\$300,000) of the Guaranteed Payment shall be made in full no later than January 1, 2023.

3.2.2 Contingent Payments. Landowner shall pay to City certain "Contingent Payments" in the event the milestones in Hotel construction specified in this Section 3.2.2 are not achieved: (1) Landowner shall pay to City on December 31, 2022 a total of five hundred thousand dollars (\$500,000) if Hotel building permit(s) are not issued by December 31, 2022; (2) Landowner shall pay to City on June 30, 2024 a total of seven hundred fifty thousand dollars (\$750,000) if Hotel infrastructure and foundation are not complete by that date; (3) Landowner shall pay to City a total of one million dollars (\$1,000,000) on June 30, 2025 if Hotel vertical construction has not commenced by that date; (4) Landowner shall pay to City on June 30, 2026 a total of one million two hundred fifty thousand dollars (\$1,250,000) unless Landowner demonstrates diligent and

continuous construction of the Hotel as of that date; and (5) Landowner shall pay to City on June 30, 2027 a total of one million five hundred thousand dollars (\$1,500,000) if Hotel construction is not complete and the Hotel is not open for business as of that date.

3.2.3 Notwithstanding the remedies available to City under Article 6 of this Agreement, the Landowner understands, acknowledges and agrees that City may file a lien on the Hotel parcel if any Contingent Payment owed is not timely paid as set forth in Section 3.2.2 above.

3.2.4 The Hotel Site shall have interim improvements as outlined below and as generally depicted in Exhibit B ("Interim Improvements"). The Interim Improvements shall be completed prior to October 31, 2021. Furthermore, the Landowner agrees to provide either a performance bond or other type of surety acceptable to the City prior to the issuance of the first certificate of occupancy for the Apartments to guarantee satisfactory completion of these improvements. The amount of security shall be sufficient to complete the unfinished work as determined by the Director.

Detailed fencing and landscaping plans shall be submitted to the Planning Division with an application for a Miscellaneous Plan Permit and are subject to review and approval by the Director of Community Development, whose decision is final.

The Developer shall provide interim stormwater treatment (i.e., treatment consistent with the requirements for a construction site) for the Hotel Site, which is subject to approval of the City's Chief Building Official.

The Hotel Site shall be maintained free of debris, graffiti, and any other property damage and shall be attended to promptly, typically within 48 hours.

A portion of the Hotel Site shall be fenced at a location to be approved by the Santa Clara County Public Health Department. The fence shall be chain link with screening or may be chain link with black vinyl cladding without screening and shall be constructed to a height that may be required by the Santa Clara County Public Health Department or the City's Chief Building Official. The fence shall be constructed in the same manner as a permanent fence (i.e., shall not have moveable panels) and shall meet all City requirements as determined by the City's Chief Building Official. The interior area of the fenced area shall be grass or other ground cover, have appropriate irrigation systems installed, and shall be maintained in a healthy condition. The portion of the hotel site outside of fenced area shall include at locations generally depicted in Exhibit B:

- (a) An Access driveway from Lakeside Drive, public parking area and turn-around area.
- (b) An Emergency Vehicle Access (EVA), which shall be constructed with decomposed granite.
- (c) Landscaping consisting of at least shrubs and groundcover on all areas outside the fence that are not required for vehicle circulation and shall have appropriate irrigation systems installed and shall be maintained in a healthy condition.

Landowner shall obtain building permits for any interim improvement construction that requires a building permit.

3.2.5 Landowner acknowledges that the improvements in a portion of the required publicly accessible park space south of the EVA, that is not adjacent to the hotel site, will not be completed prior to the issuance of the certificates of occupancy. Landowner agrees to

complete these improvements no later than October 31, 2021. Furthermore, the Landowner agrees to provide either a performance bond or other type of surety acceptable to the City prior to the issuance of the first certificate of occupancy for the Apartments to guarantee satisfactory completion of these improvements. The amount of security shall be sufficient to complete the unfinished work as determined by the Director.

ARTICLE 4

AMENDMENT OF AGREEMENT AND DEVELOPMENT APPROVALS

4.1 Amendment or Cancellation. Either Party may propose an amendment to or cancellation of this Agreement in whole or in part, in the manner provided for in Government Code Section 65868 and the Development Agreement Resolution. No amendment to or cancellation of this Agreement or any provision hereof shall be effective for any purpose unless adopted pursuant to the procedures included in the Development Agreement Resolution and specifically set forth in a writing, which refers expressly to this Agreement and is signed by duly authorized representatives of the Parties.

4.2 Recordation. Any amendment, termination or cancellation of this Agreement shall be recorded by the City Clerk not later than ten (10) days after the effective date of the action effecting such amendment, termination or cancellation; however, a failure to record shall not affect the validity of the amendment, termination, or cancellation.

4.3 Amendments to Development Agreement Statute. This Agreement has been entered into in reliance upon the provisions of California Government Code section 65864 *et seq.* relating to development agreements, as those provisions existed at the date of execution of this Agreement. No amendment or addition to those provisions that would materially affect the interpretation or enforceability of this Agreement shall be applicable to this Agreement unless such amendment or addition is specifically required by the California State Legislature or is mandated by a court of competent jurisdiction. If such amendment or change is permissive (as opposed to mandatory), this Agreement shall not be affected unless the Parties mutually agree in writing, after following the procedures in Section 6.1, to amend this Agreement to allow such applicability.

4.4 Amendment of Development Approvals. To the extent permitted by local, state, and federal law, any Development Approval may, from time to time, be amended or modified by submittal of an application from the Landowner and following the procedures for such amendment or modification contained in the Sunnyvale Municipal Code. Upon any approval of such an amendment or modification, the amendment or modification shall automatically be deemed to be incorporated into the Development Approvals without any further procedure to amend this Agreement.

4.5 Potential Amendment of Hotel. City understands that Landowner anticipates that it may seek to amend or modify the design of the Hotel. In the event Landowner elects to pursue such amendment or modification to the design of the Hotel, City agrees to diligently and expeditiously process and consider Landowner's application therefor in good faith. The Parties agree that the City has no obligation to approve any amendment to the Special Development Permit, approved on December 13, 2016, to permit any amendment or modification to the design of the Hotel. Amendment of the Special Development Permit is agreed to be a discretionary action and the City can exercise its sole subjective judgement to approve or deny any application to amend the Special Development Permit.

ARTICLE 5 **ANNUAL REVIEW**

5.1 Time of Review. To determine Landowner's good faith compliance with this Agreement, in accordance with Government Code section 65865.1, and in compliance with the Development Agreement Resolution, the Planning Commission shall review this Agreement and all actions taken with respect to the development of the Property approximately every twelve (12) months from the Effective Date, commencing on the first anniversary of the Effective Date. The date for review may be modified either by written agreement between the Parties or, at the City's initiation, upon recommendation of the Director and by the affirmative vote of the majority of the Planning Commission. This obligation for annual review shall expire upon Hotel occupancy.

Consistent with the Development Agreement Resolution, or its successor provision, the Director or designee shall give notice to the Landowner that the City intends to undertake review of the Agreement at least thirty (30) days in advance of the time at which the matter will be considered by the Planning Commission and shall include the statement that review may result in an election to terminate this Agreement as provided herein.

5.2 Determination of Good Faith Compliance. Such annual review shall be limited in scope to compliance with the terms of this Agreement pursuant to Government Code section 65865.1. The Planning Commission shall conduct a public hearing. If the Planning Commission determines that, based upon substantial evidence in the record, Landowner has substantially complied in good faith with the terms and conditions of this Agreement during the period under review, the review for that period shall be concluded. If the Planning Commission determines that, in good faith and based upon substantial evidence in the record, Landowner has not complied in good faith with the terms and conditions of this Agreement during the period under review, the Planning Commission shall forward its report and recommendation to the City Council.

If the City Council determines, in good faith and based upon substantial evidence in the record, that Landowner has not complied in good faith with the terms and conditions of this Agreement during the period under review, the City Council may issue a Notice of Breach (as defined in Section 6.2) and exercise the remedies set forth in Section 6.1.

5.3 No Waiver. Failure of City to conduct an annual review shall not constitute a default by Landowner under this Agreement or a waiver by City of its rights to otherwise enforce the provisions of this Agreement nor shall Landowner have or assert any defense to such enforcement by reason of any failure to conduct an annual review. City does not waive any claim of defect or breach by Landowner if, following periodic review pursuant to this Article 5, City does not propose to modify or terminate this Agreement.

ARTICLE 6 **DEFAULT. REMEDIES AND TERMINATION**

6.1 Remedies for Breach. City and Landowner acknowledge that the purpose of this Agreement is to carry out the Parties' objectives as set forth in the Recitals. City and Landowner agree that to determine a sum of money that would adequately compensate either Party for choices they have made that would be foreclosed should the Property not be developed as contemplated by this Agreement is not possible and that damages would not be an adequate remedy. Therefore, City and Landowner agree that in the event of a breach of this Agreement,

the only remedies available to the non-breaching Party shall be: (1) suits for specific performance to remedy a specific breach, (2) suits for declaratory or injunctive relief, (3) suits for mandamus under Code of Civil Procedure section 1085, and/or 1094.5, and (4) termination or cancellation of this Agreement or, at the option of City in the event of breach by Landowner, termination of the rights of Landowner under this Agreement. Except for attorney's fees and associated costs as set forth herein, monetary damages shall not be awarded to either Party. This exclusion on damages is limited to a breach of this Agreement and shall not preclude actions by a Party to enforce payments of monies due or the performance of obligations requiring the expenditures of money under the terms of this Agreement or Applicable Laws. All of these remedies shall be cumulative and not exclusive of one another, and the exercise of any one or more of these remedies shall not constitute a waiver or election with respect to any other available remedy.

6.2 Notice of Breach. Prior to the initiation of any action for relief specified in Section 6.1 above because of an alleged breach of this Agreement, the Party claiming breach ("**Complaining Party**") shall deliver to the other Party ("**Defaulting Party**") a written notice of breach ("**Notice of Breach**"). The Notice of Breach shall specify the reasons for the allegation of breach with reasonable particularity. The Defaulting Party shall have thirty (30) days to either: (a) use good faith efforts to cure the breach or, if such cure is of the nature to take longer than 30 days, to take reasonable actions to commence curing the breach during the thirty (30) day period and diligently complete such cure; or (b) if in the determination of the Defaulting Party, the event does not constitute a breach of this Agreement, the Defaulting Party, within thirty (30) days of receipt of the Notice of Breach, shall deliver to the Complaining Party a "Notice of Non-Breach," which sets forth with reasonable particularity the reasons that a breach has not occurred. Failure to respond within the thirty (30) days shall not be deemed an admission of the breach, but the Complaining Party may proceed to pursue its remedies under this Article 6.

6.2.1 Mutual Agreement for Cure of Certain Defaults. If the Defaulting Party believes that the breach cannot practically be cured within the thirty (30)-day period, the Defaulting Party shall not be deemed in breach provided that: (a) the cure shall be commenced during the thirty (30)-day period after receipt of the Notice of Breach; (b) within the thirty (30)-day period, the Defaulting Party provides a schedule to the Complaining Party for cure of the breach, subject to the reasonable approval of the Complaining Party; and (c) the cure is completed in accordance with the schedule agreed to by the Parties, or such additional time as may be agreed to by the Complaining Party. If the Parties cannot mutually agree on a schedule for cure of the breach, at the conclusion of the initial thirty (30)-day period, the Complaining Party may issue a Notice of Breach and proceed to pursue its remedies under this Article 6.

6.3 Failure to Assert; No Waiver. Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any breach shall not operate as a waiver of any breach or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies, irrespective of the length of the delay, shall not deprive the Complaining Party of its right to institute and maintain any actions or proceedings it may deem necessary to protect, assert, or enforce any such rights or remedies, nor constitute a waiver of a Complaining Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of a breach shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such breach.

6.4 Termination by Mutual Consent. This Agreement may be voluntarily terminated in whole or in part by the mutual consent of the Parties or their successors in interest, in the sole

and absolute discretion of each as to its consent, in accordance with the provisions of the Development Agreement and the Development Agreement Resolution.

6.5 Effect of Termination on Landowner's Obligations.

6.5.1 Notwithstanding any other provision to the contrary, termination or cancellation of this Agreement or termination of the rights of Landowner as to the entire Property, or any part the Property, shall not affect any requirement to comply with the Vested Entitlements the terms and conditions of any other Subsequent Approval, nor any payments then due and owing to City, nor shall it affect the covenants of Landowner specified in Section 6.5.2 below, to continue after the termination or cancellation of this Agreement, nor shall termination of this Agreement as to all or any portion of the Property result in termination of Subsequent Approvals that would not otherwise have expired pursuant to the City Laws.

6.5.2 Notwithstanding anything in this Agreement to the contrary, the following provisions of this Agreement shall survive and remain in effect following termination or cancellation of this Agreement for so long as necessary to give them full force and effect with respect to claims or rights of City arising prior to termination or cancellation:

- (a) Section 6.1 (Remedies; limitation on damages and exceptions thereto; accrued obligations);
- (b) Section 6.5.1 (Landowner's obligations upon termination or cancellation);
- (c) Section 10.2 (Indemnification); and
- (d) Section 12.1 and 12.1.1 (Third Party Challenges; Indemnification).

ARTICLE 7
ESTOPPEL CERTIFICATE

Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party, (a) this Agreement is in full force and effect and is a binding obligation of the Parties, (b) this Agreement has not been amended or modified or, if so amended or modified, identifying the amendments or modifications, and (c) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe the nature of any defaults, and (d) such other information as the other Party may reasonably request. The Party receiving a request under Article 7 shall execute and return the certificate within thirty (30) days following receipt of the request. The City Manager shall be authorized to execute any certificate requested by Landowner. Landowner and City acknowledge that a certificate hereunder may be relied upon by transferees, tenants, investors, partners, bond counsel, underwriters, and Mortgagees. The request shall clearly indicate that failure of the receiving Party to respond within the thirty (30) day period will lead to a second and final request. Failure to respond to the second and final request within fifteen (15) days following receipt of the second request shall be deemed approval of the estoppel certificate.

ARTICLE 8
TRANSFERS. ASSIGNMENTS

8.1 Agreement Runs with the Land.

8.1.1 This Agreement and all of its provisions, agreements, rights, powers, standards, terms, covenants and obligations, shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons or entities acquiring the Property or any portion thereof, or any interest therein, whether by sale, operation of law, or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise), and assigns.

8.1.2 All of the provisions of this Agreement shall be enforceable during the Term as equitable servitudes and constitute covenants running with the land pursuant to applicable law, including, but not limited to section 1468 of the California Civil Code. Each covenant to do or refrain from doing some act on the Property hereunder, (a) is for the benefit of the Property and is a burden upon the Property, (b) runs with the Property, and (c) is binding upon Landowner and each successive owner during its ownership of the Property or any portion thereof (subject to the terms of Section 9.2 below), and each person or entity having any interest in the Property. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property.

8.2 Right to Assign. Landowner shall have the right to assign (by sale, transfer, or otherwise) its rights and obligations under this Agreement as to any portion of the Project to any person, business entity, association, organization, or other similar entity who acquires an interest in the Property ("**Assignee**"). Landowner's right to assign shall not be subject to City's approval.

8.3 Release Upon Assignment. Upon the express written assumption by the Assignee of Landowner's rights and interests under this Agreement ("**Assignment Agreement**"), and Landowner's delivery of a conformed copy of the recorded Assignment Agreement to City, Landowner shall be free from any and all liabilities accruing on or after the date of assignment with respect to those obligations assumed by the Assignee pursuant to the Assignment Agreement.

ARTICLE 9

MORTGAGEE PROTECTION

9.1 Mortgage Protection. This Agreement shall be superior and senior to any lien placed upon the Property or any portion of the Property after the date of recording of this Agreement, including the lien of any deed of trust or mortgage ("**Mortgage**"). Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement (including but not limited to City's remedies to terminate the rights of Landowner (and its successors and assigns) under this Agreement, to terminate this Agreement, and to seek other relief as provided in this Agreement) shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee ("**Mortgagee**") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

9.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 9.1 above, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements on the Property, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or

to construct any improvements on the Property other than those uses or improvements provided for or authorized by this Agreement, City Law, or otherwise under Applicable Law.

9.3 Notice of Default to Mortgagee. If City receives a written notice from a Mortgagee, Landowner or any approved assignee requesting a copy of any notice of default given Landowner or any approved or permitted assignee and specifying the address for service, then City shall deliver to the Mortgagee at Mortgagee's cost (or Landowner's cost), concurrently with service to Landowner, any notice given to Landowner with respect to any claim by City the Landowner is in default under this Agreement, and if City makes a determination of default, City shall if so requested by the Mortgagee likewise serve at Mortgagee's cost (or Landowner's cost) notice of noncompliance on the Mortgagee concurrently with service on Landowner. Each Mortgagee shall have the right during the same period available to Landowner to cure or remedy, or to commence to cure or remedy, the event of default claimed or the areas of noncompliance set forth in City's notice.

9.4 No Supersedure. Nothing in Article 9 shall be deemed to supersede or release a Mortgagee or modify a Mortgagee's obligations under any subdivision improvement agreement or other obligation incurred with respect to the Property outside this Agreement, nor shall any provision of Article 9 constitute an obligation of City to the Mortgagee, except as to the notice requirements of Section 9.3.

ARTICLE 10

INDEMNIFICATION

10.1 No Duty of City; Hold Harmless. It is specifically understood and agreed by the Parties that the development contemplated by this Agreement is a private development, that City has no interest in or responsibility for or duty to third persons concerning any of said improvements, and that Landowner shall have full power over and exclusive control of the Property subject only to the limitations and obligations of Landowner under this Agreement.

10.2 Indemnification and Duty to Defend.

(a) To the fullest extent permitted by law, Landowner hereby agrees to and shall immediately defend, indemnify, and hold City and its elected and appointed representatives, officers, agents, and employees harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage that may arise from Landowner's operations under this Agreement, excepting suits and actions brought by Landowner for breach of the Agreement or to the extent arising from the intentional acts, sole negligence, or willful misconduct of City, its elected and appointed representatives, officers, agents, employees, contractors or subcontractors, or of a third party ("**Indemnified Party**").

(b) This indemnification and hold harmless agreement applies to all damages and claims for damages suffered or alleged to have been suffered by reason of Landowner's performance of its obligations under this Agreement, regardless of whether or not City prepared, supplied, or approved plans or specifications for the Property, but does not apply to damages and claims for damages caused by City with respect to public improvements and facilities after City has accepted responsibility for them.

(c) The duty to defend is a separate and distinct obligation from Landowner's duty to indemnify. Subject to the limitations or requirements stated in this Agreement, Landowner shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with

counsel reasonably approved by the Indemnified Party immediately upon tender to Landowner, which shall be made to Landowner promptly upon it becoming known to the Indemnified Party. An allegation or determination of the sole negligence or willful misconduct by the Indemnified Party shall not relieve Landowner from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel of City's sole choosing if Landowner asserts that liability is caused in whole or in part by the sole negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole negligence or willful misconduct of the Indemnified Party, Landowner may submit a claim to City for reimbursement of its reasonable attorneys' fees and defense costs.

ARTICLE 11

NOTICES

11.1 Notices. Any notice to either Party shall be in writing and given by delivering the notice in person or by sending the notice by registered or certified mail, or Express Mail, return receipt requested, with postage prepaid, to the Party's mailing address.

11.2 Mailing Addresses. The respective mailing addresses of the Parties are, until changed as hereinafter provided, the following:

City:	Director of Community Development City of Sunnyvale 456 W. Olive Avenue Sunnyvale, CA 94088
With a copy to:	City Attorney City of Sunnyvale 456 W. Olive Avenue Sunnyvale, CA 94088
Landowner:	Sunnyvale Partners LTD Millennium Hotels & Resorts 145 West 44th Street New York, NY 10036 Attn: Edward Rohling
With a copy to:	Miller Starr Regalia 1331 N. California Blvd., 5th Floor Walnut Creek, CA 94596 Attn: Bryan W. Wenter

Either Party may change its mailing address at any time by giving ten (10) days' notice of such change in the manner provided for in this section. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal delivery is effectuated or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. Nothing in this provision shall be construed to prohibit communication by facsimile transmission or email, so long as an original is sent by first class mail, commercial carrier or is hand-delivered.

ARTICLE 12
MISCELLANEOUS

12.1 Third-Party Legal Challenge. In the event of any legal action, claim, or proceeding instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, or the Vested Entitlements or a CEQA challenge related to the Project ("**Third Party Challenge**"), the responsibilities of the Parties shall be as follows.

12.1.1 Indemnification.

(a) The Landowner shall defend, indemnify, and hold harmless the City or its agents, officers, and employees from any Third Party Challenge against the City or its agents, officers, and employees to attack, set aside, void, or annul this Agreement, or the Vested Entitlements and shall indemnify and hold harmless City against any and all third-party attorneys' fees, court costs, and other liabilities determined by a court to be arising out of such Third Party Challenge.

(b) The City shall promptly notify the Landowner of the Third Party Challenge and shall cooperate fully in the defense of the Third Party Challenge, including but not limited to decisions about selection of counsel, settlement, preparation of the administrative record (if any) and litigation strategies. The Landowner shall reimburse the City for City's actual costs in defense of any Third Party Challenge, including but not limited to the time and expenses of the City Attorney's Office and any consultants.

(c) Under no circumstances shall subsections (a) — (b) above require Landowner to pay or perform any settlement arising out of a Third Party Challenge unless the settlement is expressly approved by Landowner.

12.1.2 Invalidity. If any part of this Agreement is held by a court of competent jurisdiction to be invalid or unlawful as the result of a Third Party Challenge or otherwise, the Parties shall use their best efforts to cure any inadequacies or deficiencies identified by the court in a manner consistent with the express and implied intent of this Agreement, and then to adopt or re-enact such part of this Agreement as necessary or desirable to permit implementation of this Agreement.

12.2 Applicable Law/Venue/Attorneys' Fees and Costs. This Agreement shall be construed and enforced in accordance with the laws of the State of California, excluding its conflict of laws provisions. Any legal actions under this Agreement shall be brought only in the Superior Court of the County of Santa Clara, State of California. Should any legal action or arbitration be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and such other costs as may be found by the court.

12.3 Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

12.4 Nondiscrimination Clause. Landowner covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry, or national origin in the development of the Property in furtherance of this Agreement. The foregoing shall run with the land.

12.5 Construction of Agreement. The provisions of this Agreement and the Exhibits shall be construed as a whole according to their common meaning and not strictly for or against any Party in order to achieve the objectives and purpose of the Parties. The captions preceding the text of each Article, Section, Subsection, and the Table of Contents are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neuter genders, or vice versa. All references to "person" shall include, without limitation, any and all corporations, partnerships or other legal entities.

12.6 Excuse for Nonperformance. Notwithstanding anything to the contrary in this Agreement, Landowner and City shall be excused from performing any obligation or undertaking provided in this Agreement, in the event and so long as the performance of any such obligation is prevented or delayed, by acts of nature, fire, earthquake, flood, explosion, severe weather, war, invasion, insurrection, riot or civil disturbances, mob violence, sabotage, terrorist actions, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, condemnation, requisition, laws, Third Party Challenges, orders of governmental, civil, military, or naval authority, acts or omissions of the other Party, epidemic or pandemic beyond the control of the Party claiming the extension of time. (a "**Permitted Delay**"). The Term of this Agreement shall be extended by a period of time equal to the number of days during which a Permitted Delay existed, provided that the Party claiming such extension shall send written notice of the claimed extension to the other Party within sixty (60) days from the commencement of the cause entitling the Party to the extension. An extension of time for a Permitted Delay shall be deemed granted if the Party receiving notice of the Permitted Delay does not object to such extension in writing within fifteen (15) days of receiving the notice of Permitted Delay. Upon such objection, the Parties shall meet and confer within thirty (30) days after the date of objection in a good faith effort to resolve their disagreement as to the existence of the Permitted Delay. Times for performance under this Agreement may be extended by mutual written agreement of the City Manager and Landowner.

12.7 Applicable Law. This Agreement, and the rights and obligations of the Parties, shall be construed by and enforced in accordance with the laws of the State of California, excluding its conflict of laws provisions.

12.8 Equal Authorship. This Agreement has been reviewed by legal counsel for both the Landowner and City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement or any provision herein.

12.9 Time. Time is of the essence of this Agreement and of each and every term and condition hereof.

12.10 Subsequent Projects. After the Effective Date of this Agreement, the City may approve other projects that place a burden on the City's infrastructure; however, it is the intent and agreement of the Parties that the Landowner's right to build and occupy the Project, as

described in this Agreement, shall not be diminished despite the increased burden of future approved development on public facilities.

12.11 Entire Agreement. This written Agreement and the Exhibits contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, any prior correspondence, memoranda, agreements, warranties or representations are superseded in total by this Agreement and Exhibits.

12.12 Form of Agreement; Exhibits. This Agreement is executed in ____ duplicate originals, each of which is deemed to be an original. This Agreement, including its exhibits, constitutes the entire understanding and agreement of the Parties. The exhibits are identified as follows:

Exhibit A-1 and A-2: Property Description and Site Map

Exhibit B: Hotel Site Interim Improvements

12.13 No Third Party Beneficiary. This Agreement and all of its terms, conditions, and provisions are entered into only for the benefit of the Parties executing this Agreement (and any successors in interest thereto) and not for the benefit of any other individual or entity.

12.14 Authority. The Parties hereby represent that the person hereby signing this Agreement on behalf of each respective Party has the authority to bind the Party to the Agreement.

12.15 Counterpart Signatures. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement.

(SIGNATURES ARE ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

“City”

“Sunnyvale Partners”

CITY OF SUNNYVALE,
A California chartered municipal corporation

SUNNYVALE PARTNERS LTD,
a California corporation

By: _____
Kent Steffens
City Manager

By: _____

Date: _____

Date: _____

Attest:

By: _____

David Carnahan, City Clerk

Date: _____

Approved as to Form:

By: _____

John A. Nagel
City Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT "A-1"
Legal Description

For APN/Parcel ID(s): _____

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SUNNYVALE,
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

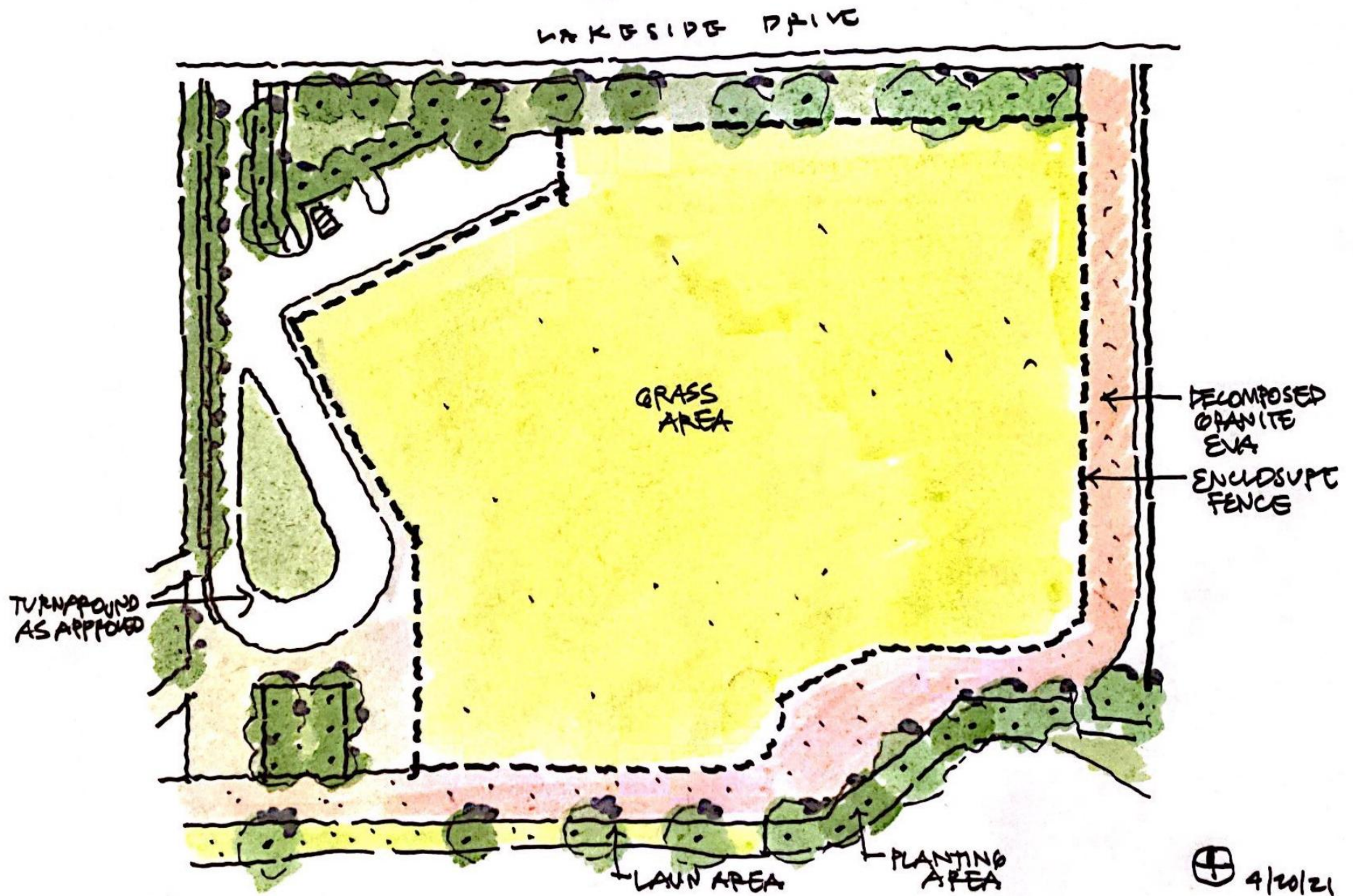
[LEGAL DESCRIPTION TO BE INSERTED BEFORE RECORDING]

EXHIBIT "A-2"
Site Map

[TO BE INSERTED BEFORE RECORDING]

EXHIBIT "B"
Hotel Site Interim Improvements

[SEE ATTACHED]





City of Sunnyvale

Agenda Item

21-0601

Agenda Date: 6/15/2021

SUBJECT

Approve the Joint City Council and Sunnyvale Financing Authority Meeting Minutes of June 8, 2021

RECOMMENDATION

Approve the Joint City Council and Sunnyvale Financing Authority Meeting Minutes of June 8, 2021 as submitted.



City of Sunnyvale

Meeting Minutes - Draft

City Council

Tuesday, June 8, 2021

5:30 PM

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

Special Meeting: Closed Session - 5:30 PM | Regular Meeting - 7 PM | Special Joint Meeting of the City Council and Sunnyvale Financing Authority - 7 PM (or as soon thereafter as the matter may be heard)

ADJOURNMENT TO SPECIAL JOINT MEETING OF THE CITY COUNCIL AND SUNNYVALE FINANCING AUTHORITY

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.

Authority Chair / Mayor Klein called the joint City Council and Sunnyvale Financing Authority meeting to order at 7:29 p.m. via teleconference.

ROLL CALL

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

Authority Chair / Mayor Klein, Authority Vice Chair / Vice Mayor Hendricks and all Authority Members / Councilmembers attended via teleconference.

PUBLIC COMMENT (ON SPECIAL MEETING ITEMS ONLY)

Public Comment opened at 7:31 p.m.

Ari Feinsmith voiced support for funding Study Issue DPW 21-03.

Tim Oey communicated support for funding Study Issue DPW 21-03.

Ken Hiremath, Housing and Human Services Commission Chair shared the

Commission's recommendation that Council consider increasing the supplemental housing services funding by a minimum of \$200,000 for Fiscal Year 2021/22.

Kristel Wickham on behalf of the Board of the Democratic Club of Sunnyvale requested Council reconsider the funding allocated to Project 824780 (Upgrading of Fuel Stations) and instead allocate a portion of the funds to decommissioning the tanks.

Richard Mehlinger voiced support for the Democratic Club of Sunnyvale's recommendation to cancel funding for Project 824780.

A member of the public communicated support for creating a full-time staff position dedicated to homelessness issues and a sanctioned encampment.

Diana Crumedy shared support for Study Issue DPW 21-03.

Public Comment closed at 7:44 p.m.

CONSENT CALENDAR

MOTION: Authority Vice Chair Hendricks moved and Authority Member Melton seconded the motion to approve agenda item 2.A.

The motion carried with the following vote:

Yes: 7 - Authority Chair Klein
Authority Vice Chair Hendricks
Authority Member Larsson
Authority Member Melton
Authority Member Fong
Authority Member Cisneros
Authority Member Din

No: 0

2.A [21-0570](#) Approve the Joint City Council and Sunnyvale Financing Authority Meeting Minutes of January 12, 2021

Approve the Joint City Council and Sunnyvale Financing Authority Meeting Minutes of January 12, 2021 as submitted.

PUBLIC HEARINGS/GENERAL BUSINESS

3 [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

Finance Director Tim Kirby provided the staff report.

Public Hearing opened at 7:50 p.m.

Ken Hiremath, Housing and Human Services Commission Chair noted that his comments during Public Comment are related to the Public Hearing on the Fiscal Year (FY) 2021/22 Budget.

Public Hearing closed at 7:51 p.m.

City Council:

MOTION: Councilmember Melton moved and Councilmember Fong seconded the motion to direct staff to review and provide a brief analysis on the following items prior to the adoption of the FY 2021/22 Budget on June 15, 2021:

- On a trial basis for FY 2021/22, add a staff position of Director of Equity, Access and Inclusion; and
- Accelerate Project 834330 (Corn Palace Park Development) so that design/construction is completed and the Park is opened by December 31, 2024.

FRIENDLY AMENDMENT: Councilmember Fong offered a friendly amendment to change the staff position classification to Manager of Equity, Access and Inclusion. Councilmember Melton accepted the friendly amendment.

The motion carried with the following vote:

Yes: 4 - Councilmember Melton
 Councilmember Fong
 Councilmember Cisneros
 Councilmember Din

No: 3 - Mayor Klein
 Vice Mayor Hendricks
 Councilmember Larsson

ADJOURN SPECIAL MEETING

Authority Chair / Mayor Klein adjourned the joint City Council and Sunnyvale Financing Authority meeting at 8:38 p.m.



City of Sunnyvale

Agenda Item

21-0213

Agenda Date: 6/15/2021

REPORT TO COUNCIL AND SUNNYVALE FINANCING AUTHORITY

SUBJECT

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

BACKGROUND

On May 6, 2021, the City Manager's FY 2021/22 Recommended Budget was provided to City Council. It was made publicly available on the City's website on May 7. On May 20, City Council held a budget workshop to review in detail the recommended budget and twenty-year resource allocation plan. On June 8, the City Council held a public hearing on the FY 2021/22 Recommended Budget, the establishment of the City's Appropriations Limit, and the Fee Schedule. Public comments were received at this hearing. At the hearing, Council directed staff to return with an analysis to move funding for the construction and ongoing maintenance costs for a new Park at 1142 Dhalia Ct. forward in the long-term financial plan, and to consider adding a Manager of Equity, Access and Inclusion position as a one-year pilot program. Notification of the hearing was also sent to those who specifically requested notice of fee increases as per the provisions of California Government Code section 66016(a). Council must now consider the adoption of the FY 2021/22 Budget, Fee Schedule, and Appropriations Limit.

The FY 2021/22 Recommended Budget also includes the annual budget for the Sunnyvale Financing Authority, the governing body established to provide the debt service. The only appropriation for the Financing Authority is the annual debt service payment for the new civic center bond issuance. The Sunnyvale Financing Authority Board held a public hearing on the Authority's FY 2021/22 Budget on June 8, 2021. The Authority must now consider the adoption of the FY 2021/22 Budget.

EXISTING POLICY

The **California Constitution Article XIII B** requires that the City annually adopt an appropriations limit for the upcoming fiscal year.

California Government Code Section 6508 requires that any annual budget of the agency to which the delegation is made must be approved by the governing body of the Joint Powers Agency (Sunnyvale Financing Authority).

City Charter, Section 1304 requires the City Council to adopt the budget for the upcoming fiscal year on or before June 30.

Section 4.2 of the Joint Exercise of Powers Agreement Creating the Sunnyvale Finance Authority requires the adoption of a budget prior to July 1 of each year.

Council Policy 7.1.1 Fiscal -Long Range Goals and Financial Policies:

- I. To make financial decisions over a 20-year planning horizon to allow decision-makers to consider the long-range implications of short-range budgeting decisions.
- 7.1A.1.3 A balanced Twenty-Year Resource Allocation Plan shall be presented to the City Council annually.
- 7.1A.1.8 Boards and Commissions should review the annual budget as appropriate to their area of interest and make recommendations to the City Council.
- 7.1A.1.9 The City Council shall adopt the City Manager's Recommended Budget, with any changes desired, by resolution before June 30th of each year.
- 7.1A.1.13 All competing requests for City resources should be weighed within the formal annual budget process.
- 7.1E.1.4 The Budget Stabilization Fund will be a minimum of 15% of projected revenues for the first two years of the 20-year planning period. Beyond year two, the Budget Stabilization Fund will always have a balance of at least zero.

ENVIRONMENTAL REVIEW

The adoption of the City and Sunnyvale Finance Authority's budgets and the City's FY 2021/22 Appropriations Limit are a fiscal activity that does not require review under the Environmental Quality Act (CEQA Guidelines, Section 15378(b)(4)).

The adoption by the City's FY 2021/22 Fee Schedule is exempt from the California Environmental Quality Act pursuant to Public Resources Code Section 21080(b)(8), because the fees, rates and charges are for the purposes of (1) meeting operating expenses, including employee wage rates and fringe benefits; (2) purchasing or leasing supplies, equipment or materials; (3) meeting financial reserve needs and requirements; (4) obtaining funds for capital projects, necessary to maintain service within the existing service areas; and/or (5) obtaining funds necessary to maintain intra-city transfers.

DISCUSSION

Three actions by the Council are required at tonight's meeting and one action is required by the Sunnyvale Financing Authority. First, the Council must consider and take action on the proposed fee changes. The proposed Fee Schedule is presented as Exhibit A under Attachment 1 - FY 2021/22 Fees, Rates, and Charges Resolution.

Second, the Council must adopt the FY 2021/22 Budget by June 30, 2021. Traditionally, this has been accomplished by resolution. The Budget Resolution, including exhibits, presents the appropriations by fund, fund transfers, and reserve changes that are necessary to implement the budget as recommended in this report (Attachment 2).

Third, the Council must adopt, by resolution, the FY 2021/22 Appropriations Limit. The calculations and detailed supporting information are contained in Attachment 3. A discussion concerning each of the three actions required by Council is included below.

Lastly, the Sunnyvale Financing Authority must adopt, by resolution, the FY 2021/22 Budget for Debt Service related to the new civic center bond issuance, which totals \$5,055,425. The Budget Resolution (Attachment 4) includes the appropriation for the debt service payment.

Fees, Rates, and Charges

The current fees and charges of the City have been reviewed in accordance with Council Fiscal Policy. After a detailed staff review of fees, necessary adjustments have been made to the proposed Fee Schedule to ensure fees and charges are aligned with the cost to provide each service. The only exceptions are those fees that are legally limited, market based, or subsidized for public purpose. Certain new fees have been added to the Fee Schedule where appropriate. Other details regarding the proposed fee changes are discussed in RTC No. 21-0615, presented on June 8, 2021. During the June 8 public hearing, Council took public input and there was no action taken that affected the fees proposed.

Summary of FY 2021/22 Recommended Budget

The FY 2021/22 Recommended Budget is focused on the City's projects (capital projects, strategic initiatives, and multi-year projects with cyclical funding over the twenty-year planning period) in order to sustain and improve our infrastructure and public services. Additionally, as part of the normal course of budget development, some operating budget adjustments are included.

This year's Recommended Budget:

- Continues with moderated revenues to reflect downturn due to COVID-19; includes assumptions for economic recovery
- Continues some cost-saving measures to offset revenue loss
- Uses reserves strategically
- Includes \$28.1M in American Rescue Act funding
- Updates project timelines and assumptions
- Continues investment in infrastructure and stated priorities
- Maintains salary and benefit assumptions
- Updates project operating costs
- Restores some prior year cost-savings measures, including unfreezing some positions

The FY 2021/22 Adopted Budget presents a balanced budget of approximately \$528.9 million in total revenues and expenditures (including \$12.1 million in use of reserves). Of the expenditure total, \$289.1 million is for operating; \$176.5 million is for projects, project administration, and council service level set-aside; and \$63.3 million is for other expenditures including debt service, lease payments, and equipment. Planned use of reserves total \$12.1 million citywide, which factors in drawdowns and additions to reserves across funds

Updates to FY 2021/22 Recommended Budget

It should be noted that the amounts proposed for adoption have changed subsequent to the public hearing. This is due to reconciling items, updating authorized position changes that occurred after development of the Recommended Budget, as well as adjusting project and operational budgets to incorporate items from Budget Supplement No. 1 and Budget Supplement No. 2 that were moved by Council to be included in the Adopted Budget during the May 20 Budget Workshop. Budget modifications adopted after delivery of the Recommended Budget have also been included.

There are a few significant updates between the FY 2021/22 Recommended and Adopted budgets:

1) There is a revenue reduction in the City's American Rescue Plan Act (ARPA) COVID-19 economic relief allocation in the General Fund. The initial ARPA allocation estimate was \$29.5 million, but the final allocation released by the U.S. Department of Treasury using the Community Development Block Grant formula is \$28.1 million. With this change and other reconciling items noted above in the General Fund, the Budget Stabilization Fund reserve low point is now \$17.4 million in FY 2031/32 versus the estimated \$18.9 million after Council action from the May 20 Budget Workshop. Attachment 6 shows the revised General Fund financial plan incorporating this change.

2) The transfer to the Employee Benefit Fund associated with retiree medical and the unfunded accrued liability pension costs was reduced from \$45.7 million to \$42.4 million. Staff realized that internal service transfers were included in the initial transfer amount in the Recommended Budget and would therefore double count the expense since department operating budgets include the cost of internal services.

3) The City's portion of costs associated with the new AMD park were not accurately reflected in the Land Acquisition Set-Aside Reserve in the Park Dedication Fund. The City provided an \$8 million Park Dedication Fund fee credit to the developer in exchange for land for the new park, therefore no appropriation is needed because there is no actual City expenditure required. This transaction did, however, affect the two reserve balances and the revised Park Dedication Fund financial plan reconciles the Land Acquisition Set-Aside Reserve and Capital Reserve to account for this transaction. An updated Park Dedication Fund financial plan is attached (Attachment 7).

Budget Supplements

For the FY 2021/22 Recommended Budget, two budget supplements are presented for Council consideration. There are three items from Budget Supplement No.1 that are included in the Recommended Budget to be funded from the General Fund - Housing Mitigation Fee Study for \$60,000, Real Property Tax Ballot Measure Study for \$50,000, and Pedestrian and Bicycle Facility Installation on Tasman Study at \$200,000. Additionally, during the Budget Workshop on May 20 Council moved to include funding for two additional Study Issues to be funded by the General Fund - Poplar Avenue Sidewalk Study for \$75,000 and Smart Cities Initiatives Study at \$125,000. It is important to note that the Tasman Study, the Poplar Sidewalk, and the Smart Cities Study all have unidentified ongoing operating or replacement costs that could impact the City's twenty-year financial plans after completion of the study.

Budget Supplement No. 2 outlines funding options for Council to either add additional savings to the budget or add funding for certain items. No action was required of Council; however, the City Council had further discussion during the Budget Workshop on May 20 and moved to include one item (2.13 - Citywide Tree Trimming) from Budget Supplement No. 2 in the budget. This action yields an additional savings of \$310,500 in the General Fund. A complete description of each budget supplement is included in Volume I of the FY 2021/22 Recommended Budget.

Direction from the Budget Public Hearing

At the public hearing on June 8, Council provided direction to staff to do a brief analysis of two separate actions, one to accelerate the construction of a new park at 1142 Dhalia Court (Corn Palace Park). The other was related to hiring of an equity, Access and inclusion manager.

Corn Palace Park

Staff analyzed the ability to move the design and construction of the Corn Palace Park forward. It was originally planned to start in FY 2038/39 and the proposal is to move it forward to FY 2022/23. Moving the project forward can be done from a construction funding perspective, as the project is funded by Park Dedication Fee revenue allocated to the Land Acquisition Reserve for new parks and only minimally affects the plan by requiring the deferral of an undesignated \$25M land acquisition by one year.

Funding for maintenance of the park, which is two acres, is roughly estimated to be approximately \$70,000 per year. This will impact the General Fund, adding \$1.5M in costs over twenty years and bring the low point of the Budget Stabilization Fund to \$16.8 M.

The most significant impact is the deferral of other projects to move this project forward. The Corn Palace Park Project would be managed by the Public Works Project Administration (PAS) team, which typically carries approximately 60-70 multi-year Capital Improvement Projects (CIP) in design at any given time. The Corn Palace Park Project (834330) is planned to be a two-year project with design in the first year and construction in the second year and is currently scheduled to begin in FY 2037/38. In order to accommodate moving the Project forward to begin in FY 2022/23, staff reviewed the projects which were included in the CIP to begin in FY 2022/23 and which will be managed by PAS. There are a number of projects including the following:

- 818550: Park Building - Rehabilitation (Various Locations)
- 820270: Playground Equipment Replacement (Greenwood Manor Park)
- 826800: Downtown Wayfinding and Gateways
- 830580: Emergency Generator Installation (Senior Center, Community Center Theater, and Corporation Yard)
- 820190: Traffic Signal Hardware and Wiring (Fair Oaks/California and Bernardo/Heatherstone)

None of these projects had a direct equivalency for swapping with the Corn Palace Park Development Project. However, staff would propose the following alternative for consideration of moving the Corn Place Project to begin in FY 2022/23:

- Shift the Parks Buildings - Rehabilitation project out by two years
- Shift the Downtown Wayfinding and Gateways project out by two years
- Move Emergency Generator Installation funding from FY 2022/23 and combine it with the funding in FY 2024/25 to create a larger project in FY 2024/25

This alternative would push out several items from their typical infrastructure replacement cycle. The generators for the various buildings could experience issues during this time; however, they are currently running effectively with no indication of failure. Also, the Parks Buildings project is for roofing repair, so issues could arise with the shift in years for these maintenance activities.

Equity, Access and Inclusion Manager Position

In February 2021, the City Council established Equity, Access and Inclusion as one of its strategic priorities. The recommended budget included \$135,000 annually to fund citywide training, cultural events, and the formation of an internal team. No additional staff resources were added to support this new program given current resource constraints.

For the addition of a Manager of Equity, Access and Inclusion, staff has estimated a budget of \$240,000. As proposed, this change would require the development of a new job classification. Based on staff's recent experience, the process to develop a new job classification and obtain approval by Council will take approximately 2-3 months. The process includes preparing a draft job specification, sending the draft and salary recommendation to the appropriate bargaining unit for review/consultation. Bargaining units have an opportunity for review/consult with Human Resources for any questions and/or comments related to the draft job title and specification before the draft recommendations are finalized.

Upon approval of the City Manager, the finalized classification title and salary are submitted for City Council review and adoption to the Salary Resolution and Schedule of Pay. After the classification has been created, the recruitment and hiring process should take approximately 2-3 months.

Establishment of this position would support equity, Access and inclusion efforts. However, this initiative is not one time in nature. Council Policy requires that decisions be made within the context of the twenty-year plan to allow decision makers to consider the impact of short-term budget decisions on the long-term fiscal health of the City. At this level of funding, were the program to be continued, it would bring the General Fund Budget Stabilization Fund down to only \$5.6 million in FY 2031/32, or 5% of resources in that year.

Additionally, staffing for a one-year pilot program will be challenging to recruit based on the unique skill set for this position. A one-year term-limited appointment specific to FY 2021/22 would expire on June 30, 2022, regardless of when the hire was made, meaning the incumbent may have less than one year to accomplish goals and demonstrate effectiveness. Staff's experience with limited-term positions is that incumbents typically seek out permanent or longer-term employment before the end of the limited term.

Due to the time needed to implement a new position, and for that person to get up to speed, staff recommends that if Council decides to add this position this one-time funding be held in a project so that it carries forward to the next fiscal year if unspent. This would allow the limited term to end one year after appointment rather than at the end of Fiscal Year 2021/22 as specified in the Council motion on June 8. Staff also recommends Council consider the ongoing cost if the program if continued, which is likely.

As an alternative to adding a full-time position, staff consider other ways that progress on this strategic priority could be accelerated. The addition of \$100,000 to fund support from a consultant specialized in equity, access and inclusion would increase the effectiveness of the City's internal team and could significantly advance our goals of operationalizing equity in city services. The consultant would develop a strategic plan for addressing systemic inequity, including scaling the City's program. They would also guide the City in:

- Examining historic and current racial inequities in Sunnyvale
- Conducting internal and external surveys on race and equity
- Developing Sunnyvale's racial equity framework
- Creating internal and external buy-in for Sunnyvale's equity, Access and inclusion efforts
- Identifying racial equity tools and best practices throughout the organization
- Reviewing existing and new policies and practices using an equity lens

Staff does not recommend either approach as \$135,000 in first time annual funding has been included in the Recommended Budget. However, funding an additional \$100,000 for consulting services would bring total funding for this new service to \$235,000 for FY 2021/22 with an ongoing \$135,000 per year. Due to recruiting challenges and limited duration of a new position discussed above, staff feels that augmenting the budget with consulting services would result in more progress over the next year. This approach would also align the expansion of the program and potential addition of a manager position to be included in a future budget.

Reserves

One of the key tools the City uses in its budget are reserves. Reserves are intended for many different needs, including emergencies, holding restricted monies, or to balance out cash flow and economic volatility. Some of the main the funds in which the budget assumes a planned drawdown of reserves includes the General Fund, Gas Tax, Infrastructure, Development Enterprise, Wastewater, Solid Waste, as well as the Golf and Tennis Fund, and General Services. The Golf and Tennis Operations Fund also has a planned General Fund subsidy transfer of \$1.5 million in FY 2021/22.

The use of reserves in some funds is offset by addition to reserves in other funds, including Housing, Park Dedication, and Capital Projects due to anticipated collection of Impact Fee revenue. In addition, Water is expected to add to reserves.

The Budget Stabilization Fund Reserve in the General Fund serves as the General Fund's economic volatility and cash flow reserve. The FY 2021/22 General Fund Budget Stabilization Reserve achieves the policy requirement of being at a level of at least 15% of total revenues for the first two years.

After adjusting for the change in ARPA allocation, the Budget Stabilization Fund is anticipated to drop to a low of \$17.4 million in FY 2031/32. After FY 2031/32, revenues and expenditures become more aligned and the Budget Stabilization Fund begins to grow. At the end of the 20-year plan, the Budget Stabilization Fund balance is projected at approximately \$51.5 million. City Council Reserve Policy 7.E.1 states that beyond year two, the Budget Stabilization Fund will always have a balance of at least zero and the FY 2021/22 Adopted Budget meets this requirement.

Appropriations Limit

The appropriations limit, required by Article XIIIB of the State Constitution, places a limit on the amount of revenue that can be spent by government entities and is set on an annual basis. The purpose of the appropriations limit is to preclude state and local governments from retaining excess revenues, which are required to be redistributed back to taxpayers and schools. To date, the City has not exceeded its appropriations limit in any year. California Government Code section 7910 requires the City annually adopt an appropriations limit for the coming year. The appropriations limit is dependent upon the change in population within the jurisdiction and the change in the cost of living, as determined by the State. State law requires the Council to select one factor by which the limit is calculated. The options available are as follows:

1. Inflation Factors
 - a) California per capita income
 - b) Increase in non-residential assessed valuation due to new construction

2. Population factors
 - a) City population growth
 - b) County population growth

For FY 2021/22, the choices that lead to the most favorable appropriations limit are California per capita income and the City population growth factor, and these are the factors staff used to calculate this value.

As shown in Attachment 3, the appropriations limit for FY 2021/22 is \$269,920,441 for expenditures subject to the appropriations limit excluding Redevelopment Successor Agency activity, enterprise and internal service activity, debt service payments, and capital outlay projects purchased with tax proceeds that have a useful life of ten years or more and a value that exceeds \$100,000. Non-tax revenues, such as federal and state grants, fees for service, or revenues restricted for specific purposes are also excluded from the calculation. The City will be under the allowable appropriations limit by approximately \$113 million for FY 2021/22, which means that the City has additional capacity allowed by law of approximately \$113 million before the limit is reached. Note that the Appropriations Limit attached has been amended from the original included in the June 8, 2021 Council Meeting (RTC No. 21-0212) and includes any updates as applicable to the changes outlined above.

FISCAL IMPACT

The City Manager's FY 2021/22 Recommended Budget presents a balanced allocation of resources designed to advance the policy priorities set by Council, continues providing a high level of service, fund projects, and begin to meet the increasing demands of a growing economy while maintaining a sustainable financial position for the City.

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 Office of the City Clerk, and on the City's website.

On June 8, 2021, the City Council held a public hearing on the FY 2021/22 Recommended Budget and Resource Allocation Plan, the Appropriations Limit, and the proposed Fee Schedule. On June 8, 2021, the Sunnyvale Financing Authority held a public hearing on the FY 2021/22 Recommended Budget. The Sunnyvale Financing Authority took input from the public. No action affecting the FY 2021/22 Recommended Budget was taken.

Boards and Commissions Budget Review

The FY 2021/22 Recommended Budget was made available to boards and commissions on May 7, 2021. Meeting minutes from the boards and commissions that held meetings to discuss the budget prior to submission of this report are included in Attachment 5. Recommendations to Council on the budget were voted on and are detailed in the minutes. Given the short timeframe available for review of the minutes by the boards and commissions, some of the minutes are draft minutes.

ALTERNATIVES

1. City Council:

Adopt the resolutions presented as Attachment 1 (including Exhibit A), Attachment 2 (including Exhibits A through D), and Attachment 3 (including Exhibit A) that provide for the adoption of the FY 2021/22 Fee Schedule, Budget, and Appropriations Limit.

2. Sunnyvale Financing Authority:
Adopt the FY 2021/22 Budget Resolution (Sunnyvale Financing Authority) presented as Attachment 4 to the report.
3. City Council:
Adopt the resolutions specified in Alternative 1 with amendments to the FY 2021/22 Budget (e.g., including the Corn Palace Park Project and hiring of a Manager of Equity, Access and Inclusion), FY 2021/22 Fee Schedule or revisions to the Appropriations Limit. (e.g., identifying, in the case of increases in expenditures, any corresponding decreases in expenditures, draws from reserves, or increases in revenue to ensure there is no adverse effect to the City's financial position).

STAFF RECOMMENDATION

City Council:

Staff recommends Alternatives 1: Adopt the resolutions presented as Attachment 1 (including Exhibit A), Attachment 2 (including Exhibits A through D), and Attachment 3 (including Exhibit A) to the report that provide for the adoption of the FY 2021/22 Fee Schedule, Budget, and Appropriations Limit.

Sunnyvale Financing Authority:

Staff recommends Alternative 2: Adopt the FY 2021/22 Budget Resolution (Sunnyvale Financing Authority) presented as Attachment 4 to the report.

Prepared by: Felicia Silva, Budget Manager

Reviewed by: Tim Kirby, Director of Finance

Reviewed by: Jaqui Guzmán, Deputy City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. FY 2021/22 Fees, Rates, and Charges Resolution, including Exhibit A - FY 2021/22 Fee Schedule
2. FY 2021/22 Budget Resolution, including:
 - Exhibit A - Appropriations - General Fund, Special Revenue Funds, Enterprise Funds
 - Exhibit B - Appropriations - Internal Service Funds
 - Exhibit C - Transfers - To/From All Funds
 - Exhibit D - Appropriations To/Deductions From Reserves - All Funds
3. FY 2021/22 Appropriations Limit Resolution, including Exhibit A - Appropriations Limit
4. Sunnyvale Financing Authority FY 2021/22 Budget Resolution, including Exhibit A
5. Draft Boards and Commissions Meeting Minutes for the FY 2021/22 Recommended Budget
6. Revised FY 2021/22 Recommended General Fund Financial Plan
7. Revised FY 2021/22 Recommended Park Dedication Fund Financial Plan

DRAFT 6/10/2021 JAN

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE FIXING AND ESTABLISHING FEES,
RATES, AND CHARGES FOR GOODS AND SERVICES
PROVIDED BY THE CITY OF SUNNYVALE FOR FISCAL
YEAR 2021/2022**

WHEREAS, the City Council of the City of Sunnyvale ("City") is empowered to impose reasonable fees, rates, and charges for municipal services, and thereby has adopted rates, charges and fees set forth in a Master Fee Schedule; and

WHEREAS, the City Council desires to amend the previously adopted fee schedule and establish fees and charges for Fiscal Year 2021/22, effective July 1, 2021.

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

1. The schedule of charges attached and incorporated as Exhibit "A" are hereby established.
2. All provisions of prior City Council resolutions establishing fees that conflict with any of the provisions herein are hereby superseded and rescinded.
3. This action is exempt from the California Environmental Quality Act pursuant to Public Resources Code Section 21080(b)(8), because the fees, rates and charges are for the purposes of (1) meeting operating expenses, including employee wage rates and fringe benefits; (2) purchasing or leasing supplies, equipment or materials; (3) meeting financial reserve needs and requirements; (4) obtaining funds for capital projects, necessary to maintain service within the existing service areas; and/or (5) obtaining funds necessary to maintain intra-city transfers, as detailed in the staff reports presented to City Council on June 8, 2021 (RTC 21-0615) and June 15, 2021 (RTC 21-0213).
4. This resolution shall be effective upon adoption, and shall be operative commencing July 1, 2021, unless specifically provided for otherwise in this resolution. Development process fees and Mitigation Fees become effective sixty (60) days after adoption in accordance with Section 66017 of the California Government Code.

Adopted by the City Council at a regular meeting held on _____, by the following
vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

City Clerk
(SEAL)

Mayor

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

CITY OF SUNNYVALE
FISCAL YEAR 2021/22
RECOMMENDED FEE SCHEDULE

	Fiscal Year 2020/21	Fiscal Year 2021/22	Oracle Fund	Oracle Program	Natural Account	Natural Account Title
GENERAL THROUGHOUT THE CITY						
<u>SECTION 1.01 COPIES OF PRINTED MATERIAL</u>						
To reimburse the City for costs related to filling public requests for copies of non-confidential records, codes, microfilm data, brochures, booklets and other materials not marked for general distribution. Payment of fees is to be made in advance by cash or check. Postage is to be made in advance by cash or check.						
<u>Postage charges will be added if documents are mailed.</u>						
* Services may be provided by any City department. For appropriate charge code and object level please contact Finance Department.						
A. Current File Records*						
Price per impression or page scanned	\$0.10	\$0.10	1001	Various	434051	Sale of Publications/Printed Materials/Electronic Material
	\$0.10	\$0.10	1001	Various	434051	Sale of Publications/Printed Materials/Electronic Material
	\$0.10	\$0.10	1001	Various	434051	Sale of Publications/Printed Materials/Electronic Material
	\$0.10	\$0.10	1001	Various	434051	Sale of Publications/Printed Materials/Electronic Material
	\$0.10	\$0.10	1001	Various	434051	Sale of Publications/Printed Materials/Electronic Material
	\$0.10	\$0.10	2301	Various	434051	Sale of Publications/Printed Materials/Electronic Material
	\$0.10	\$0.10	1001	Various	434051	Sale of Publications/Printed Materials/Electronic Material
	\$0.10	\$0.10	1001	Various	434051	Sale of Publications/Printed Materials/Electronic Material
	\$0.10	\$0.10	1001	Various	434051	Sale of Publications/Printed Materials/Electronic Material
	\$0.10	\$0.10	1001	Various	434051	Sale of Publications/Printed Materials/Electronic Material
	\$0.10	\$0.10	1001	Various	434051	Sale of Publications/Printed Materials/Electronic Material
	\$0.10	\$0.10	1001	Various	434051	Sale of Publications/Printed Materials/Electronic Material
	\$0.10	\$0.10	1001	Various	434051	Sale of Publications/Printed Materials/Electronic Material
B. Microfilm and Stored Records*						
(1) Per page	\$0.10	\$0.10	1001	10203	434051	Sale of Publications/Printed Materials/Electronic Material
(2) Employee's hourly rate plus additives plus percent of administrative costs for research.	10%	10%	1001	10203	434051	Sale of Publications/Printed Materials/Electronic Material
C. Copies on Compact Discs (CD)*	\$2.00	\$2.00	1001	10203	434051	Sale of Publications/Printed Materials/Electronic Material
D. City Charter (including update)*	\$7.00	\$7.00	1001	10203	434051	Sale of Publications/Printed Materials/Electronic Material
E. City Ordinances*	\$0.10 per page	\$0.10 per page	1001	10203	434051	Sale of Publications/Printed Materials/Electronic Material

		<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
COPIES OF PRINTED MATERIAL (cont'd)							
F.	Financial Reports						
	Budget - Hard Copy	<u>Actual Cost</u>	<u>Actual Cost</u>	1001	10901	434051	Sale of Publications/Printed Materials/Electronic Material
	Comprehensive Annual Financial Report (CAFR)	<u>Actual Cost</u>	<u>Actual Cost</u>	1001	11202	434051	Sale of Publications/Printed Materials/Electronic Material
	Master Fee Schedule	<u>Actual Cost</u>	<u>Actual Cost</u>	1001	10901	434051	Sale of Publications/Printed Materials/Electronic Material
G.	Transcripts of Meetings*						
	Employee's hourly rate plus additives plus percent of administrative costs.	<u>40%</u>	<u>10%</u>	1001	10203	434051	Sale of Publications/Printed Materials/Electronic Material
H.	Flash Drives						
	4 GB or below	<u>\$10.00-</u>	<u>\$10.00</u>	1001	10203	434051	Sale of Publications/Printed Materials/Electronic Material
<u>SECTION 1.02 DISHONORED CHECKS</u>							
banking institution due to insufficient funds or a closed account or is otherwise dishonored, shall be charged for processing each such item. The amount shall be included in the total sum of all bills, charges, or fees otherwise due and owing to the City. (California Gov't Code 6157(b))							
		<u>\$30.00</u>	<u>\$30.00</u>	1001	11204	431011	Returned Check Fine
<u>SECTION 1.03 LATE PAYMENT ON CITY INVOICES</u>							
Any person who has been sent an invoice and does not pay the amount due within thirty (30) days of the billing date or any person who fails to renew a permit within thirty (30) days of the expiration thereof but who continues to conduct a business subject to such a permit, shall be charged interest of % per month on the past due amount.							
		<u>1%</u>	<u>1%</u>	1001	10803	431012	Late Payment/Delinquency Penalty
<u>SECTION 1.04 DAMAGE TO CITY PROPERTY</u>							
The party responsible for damage to property of the City shall be charged the cost of labor and materials for repair or replacement, as the case may be, plus % for administrative costs.							
		<u>15%</u>	<u>15%</u>	1001	13701	434294	Damage to City Property
<u>SECTION 1.05 FEES FOR DENIED APPLICATIONS</u>							
Unless otherwise inc							
<u>SECTION 1.06 PUBLIC CHARGING STATION USE FEE</u>							
	Hourly Use of EV Charging Station	<u>\$1.50</u>	<u>\$1.50</u>	7023	00001	432202	Other General Parking Fees

		<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
OFFICE OF THE CITY ATTORNEY							
<u>SECTION 2.01</u> COPIES OF SUNNYVALE							
MUNICIPAL CODE (SMC)*							
A.	Sunnyvale Municipal Code (plus postage)	<u>Actual Cost</u>	Actual Cost	1001	10101	434051	Sale of Publications/Printed Materials/Electronic Material
B.	Sunnyvale Municipal Code Supplements (plus postage)	<u>Actual Cost</u>	Actual Cost	1001	10101	434051	Sale of Publications/Printed Materials/Electronic Material
C.	Individual titles and chapters, the actual cost to the City, but not less than	<u>\$0.10 per page</u>	\$0.10 per page	1001	10101	434051	Sale of Publications/Printed Materials/Electronic Material

**Sold only by the publisher. Available to view in the reference section of the Sunnyvale Library and on the City's website.*

OFFICE OF THE CITY MANAGER

SECTION 3.01 POLITICAL REFORM ACT MATERIALS

Campaign Disclosure Reports, Economic Interest Statements, and any other reports/statements that are subject to the provisions of California Government Code Section 81008 shall be assessed the following charges:

		<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
(1)	Per page; plus postage if mailed	<u>\$0.10-</u>	<u>\$0.10</u>	1001	10203	434051	Sale of Publications/Printed Materials/Electronic Material
(2)	Per request for copies of reports and statements which are 5 or more years old. A request for more than one report or statement at the same time shall be considered a single request.	<u>\$5.00-</u>	<u>\$5.00</u>	1001	10203	434051	Sale of Publications/Printed Materials/Electronic Material

SECTION 3.02 PROVISION OF NOTARY PUBLIC SERVICES

A.	Acknowledgment (per signature)	<u>\$15.00-</u>	<u>\$15.00</u>	1001	10203	432019	Other General Fees
B.	Jurat (per person for oath or affirmation and certificate)	<u>\$15.00-</u>	<u>\$15.00</u>	1001	10203	432019	Other General Fees
C.	Depositions (not including \$5 for oath and \$5 for certificate)	<u>\$30.00-</u>	<u>\$30.00</u>	1001	10203	432019	Other General Fees
D.	Certified Copy of Power of Attorney (for each Power of Attorney)	<u>\$15.00-</u>	<u>\$15.00</u>	1001	10203	432019	Other General Fees
E.	Journal Entry Copy (per photocopy of entry)	<u>\$0.30-</u>	<u>\$0.30</u>	1001	10203	432019	Other General Fees

EXEMPTIONS: Fee shall be waived for Notary Services provided to the City of Sunnyvale for City business

SECTION 3.03 INITIATIVE FILING DEPOSIT

Election Code 9202(b) allows a deposit not to exceed \$200. The deposit shall be refunded if initiative subsequently qualifies to appear on the ballot.

<u>\$200.00-</u>	<u>\$200.00</u>	1001	10203
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DEPARTMENT OF COMMUNITY DEVELOPMENT

SECTION 4.01 DEVELOPMENT RELATED FEES

NOTE: Per Government Code §66017, certain development processing fees and development impact fees are effective 60 days after adoption.

Technology Surcharge

Applies to each building and engineering project issued and to each planning application filed.

<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
\$22.25	\$28.00	7027	00001	430609	Permits, Other General

SECTION 4.02 PLANNING PERMIT FEES

4.02(a) SINGLE-FAMILY HOMES AND DUPLEXES (SFH/DUP)

Design Review: SFH/DUP (no public hearing)	\$412.00	\$428.00	6181	10413	432019	Other General Fees
Design Review: SFH/DUP (requiring public hearing)	\$648.00	\$643.00	6181	10413	430715	Major Permit Application Fees - Other
Special Development (SDP)/Use Permit (UP): SFH/DUP	\$502.00	\$522.00	6181	10412	430718	Minor Permit Application Fees - Other
Variance: SFH/DUP	\$502.00	\$522.00	6181	10412	430718	Minor Permit Application Fees - Other

4.02(b) SIGNS

Temporary Sign

	No Fee	No Fee				
Permanent Sign (not in Master Sign Program)	\$171.00	\$178.00	6181	10412	432019	Other General Fees
Master Sign Agreement/Program	\$917.00	\$954.00	6181	10412	432019	Other General Fees
Master Sign Agreement/Program - Minor Modification	\$416.00	\$433.00	6181	10412	432019	Other General Fees

	<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
<u>4.02(c) STAFF LEVEL PERMITS AND REVIEWS - NO PUBLIC HEARINGS</u>						
Design Review: Except SFH/DUP (Architecture, Landscaping, Lighting, etc.)	<u>\$416.00</u>	<u>\$433.00</u>	6181	10413	432019	Other General Fees
Short-Term Rental Director Review	<u>\$70.00</u>	<u>\$73.00</u>	6181	10409	432019	Other General Fees
Extension of Time: Major/Minor Permits and Tentative Maps	<u>\$917.00</u>	<u>\$954.00</u>	6181	10409	432019	Other General Fees
Family Day Care - Large (not within 300 ft. of another)	<u>No Fee</u>	<u>No Fee</u>				
Miscellaneous Plan Permit Residential <3 units (MPP or Unspecified)	<u>\$206.00</u>	<u>\$214.00</u>	6181	10412	432019	Other General Fees
Miscellaneous Plan Permit Residential 3 or more and non-residential (MPP or Unspecified)	<u>\$412.00</u>	<u>\$428.00</u>	6181	10412	432019	Other General Fees
Mobile Vendor Permit	<u>\$416.00</u>	<u>\$433.00</u>	6181	10412	432019	Other General Fees
Preliminary Project Review	<u>\$1,030.00</u>	<u>\$1,071.00</u>	6181	10412	432019	Other General Fees
Re-Naming of Private Streets	<u>\$917.00</u>	<u>\$954.00</u>	6181	10412	432019	Other General Fees
Temporary and Unenclosed Uses	<u>\$171.00</u>	<u>\$178.00</u>	6181	10412	432019	Other General Fees
Transportation Demand Management Plan - New or Revised Plan	<u>\$917.00</u>	<u>\$954.00</u>	6181	10412	432019	Other General Fees
Tree Removal Permit	<u>\$310.00</u>	<u>\$322.00</u>	6181	10414	432019	Other General Fees
Tree Removal Permit with Certified Arborist Report	<u>\$171.00</u>	<u>\$178.00</u>	6181	10414	432019	Other General Fees
Tree Removal Permit (PG&E)	<u>No Fee</u>	<u>No Fee</u>	6181	10414	432019	Other General Fees
Waiver of Undergrounding	<u>\$1,727.00</u>	<u>\$1,796.00</u>	6181	10412	432019	Other General Fees
Zoning Exception	<u>\$141.00</u>	<u>\$147.00</u>	6181	10412	432019	Other General Fees
Appeal of Non-Public Hearing Decision	<u>\$206.00</u>	<u>\$214.00</u>	6181	10412	432019	Other General Fees
Appeal of Non-Public Hearing Decision	<u>\$206.00</u>	<u>\$214.00</u>	6181	10409	432019	Other General Fees

	<u>Fiscal Year 2020/21</u>	<u>Fiscal Year 2021/22</u>	<u>Oracle Fund</u>	<u>Oracle Program</u>	<u>Natural Account</u>	<u>Natural Account Title</u>
<u>4.02(d) TELECOMMUNICATION FACILITIES</u>						
Telecommunication Facility: New - MPP, no Public Hearing	<u>\$502.00</u>	<u>\$522.00</u>	6181	10412	432019	Other General Fees
Telecommunication Facility: New - Zoning Administrator Hearing	<u>\$1,884.00</u>	<u>\$1,959.00</u>	6181	10409	430718	Minor Permit Application Fees - Other
Telecommunication Facility: New - Planning Commission Hearing	<u>\$4,001.00</u>	<u>\$4,161.00</u>	6181	10409	430718	Minor Permit Application Fees - Other
Telecommunication Facility: Bi-Annual Certificate of Compliance (per provider)	<u>\$396.00</u>	<u>\$412.00</u>	6181	10412	432019	Other General Fees
Telecommunication Facilities: Renewal of Permit	<u>\$502.00</u>	<u>\$522.00</u>	6181	10412	432019	Other General Fees
<u>4.02(e) MOFFETT PARK (MP) SPECIFIC PLAN</u>						
Administrative MP: Design Review	<u>\$2,575.00</u>	<u>\$2,678.00</u>	6181	10413	432019	Other General Fees
Minor MP: SDP	<u>\$2,575.00</u>	<u>\$2,678.00</u>	6181	10411	430719	Minor Permit Application Fees - Moffett Park
Minor MP: Plan Review (Design Review or SDP)	<u>\$1,020.00</u>	<u>\$1,061.00</u>	6181	10411	430719	Minor Permit Application Fees - Moffett Park
Major MP: SDP or Design Review	<u>\$4,001.00</u>	<u>\$4,161.00</u>	6181	10410	430716	Major Permit Application Fees - Moffett Park
Minor MP: Plan Review (Design Review or SDP)	<u>\$2,038.00</u>	<u>\$2,120.00</u>	6181	10411	430716	Major Permit Application Fees - Moffett Park
<u>4.02(f) ZONING ADMINISTRATOR HEARINGS</u>						
Parcel Map (4 or fewer lots)	<u>\$3,059.00</u>	<u>\$3,181.00</u>	6181	10412	432062	Planning Tentative Maps
Minor Special Development Permit (SDP)/Use Permit (UP) (Except SFH/DUP)	<u>\$1,884.00</u>	<u>\$1,959.00</u>	6181	10411	430718	Minor Permit Application Fees - Other
Plan Review: Minor SDP/UP (Except SFH/DUP)	<u>\$1,020.00</u>	<u>\$1,061.00</u>	6181	10411	430718	Minor Permit Application Fees - Other
Variance - Except SFH/DUP	<u>\$1,884.00</u>	<u>\$1,959.00</u>	6181	10411	430718	Minor Permit Application Fees - Other
Appeal of Zoning Administrator Decision	<u>\$206.00</u>	<u>\$214.00</u>	6181	10409	430718	Minor Permit Application Fees - Other

	<u>Fiscal Year 2020/21</u>	<u>Fiscal Year 2021/22</u>	<u>Oracle Fund</u>	<u>Oracle Program</u>	<u>Natural Account</u>	<u>Natural Account Title</u>
<u>4.02(g) PLANNING COMMISSION HEARINGS</u>						
Design Review (Except SFH/DUP)	<u>\$4,001.00</u>	<u>\$4,161.00</u>	6181	10413	430715	Major Permit Application Fees - Other
Family Day Care - Large (within 300 ft. of another)	<u>\$171.00</u>	<u>\$178.00</u>	6181	10411	430715	Major Permit Application Fees - Other
Major Special Development Permit (SDP) /Use Permit (UP)	<u>\$5,150.00</u>	<u>\$5,356.00</u>	6181	10410	430715	Major Permit Application Fees - Other
Plan Review: Major SDP/UP	<u>\$2,038.00</u>	<u>\$2,120.00</u>	6181	10410	430715	Major Permit Application Fees - Other
Tentative Map - Base Fee	<u>\$5,018.00</u>	<u>\$5,219.00</u>	6181	10412	432062	Planning Tentative Maps
Plus per Lot	<u>\$346.00</u>	<u>\$360.00</u>	6181	10412	432062	Planning Tentative Maps
Tentative Map: Modification to COA	<u>\$2,038.00</u>	<u>\$2,120.00</u>	6181	10412	432062	Planning Tentative Maps
Appeal of Planning Commission Decision	<u>\$206.00</u>	<u>\$214.00</u>	6181	10409	430715	Major Permit Application Fees - Other
<u>4.02(h) HERITAGE PRESERVATION REVIEWS</u>						
Resource Alteration Permit (RAP)	<u>\$240.00</u>	<u>\$250.00</u>	6181	10412	430718	Minor Permit Application Fees - Other
Landmark Alteration Permit (LAP)	<u>\$586.00</u>	<u>\$609.00</u>	6181	10412	430718	Minor Permit Application Fees - Other
Landmark Alteration Permit: Minor Review or Change	<u>\$250.00</u>	<u>\$260.00</u>	6181	10412	430718	Minor Permit Application Fees - Other
Extension of Time to LAP or RAP	<u>\$250.00</u>	<u>\$260.00</u>	6181	10412	430718	Minor Permit Application Fees - Other
Mills Act Contract Request	<u>\$3,204.00</u>	<u>\$3,332.00</u>	6181	10412	430718	Minor Permit Application Fees - Other
Appeal of Heritage Preservation Commission Decision	<u>\$171.00</u>	<u>\$178.00</u>	6181	10409	430718	Minor Permit Application Fees - Other

	<u>Fiscal Year 2020/21</u>	<u>Fiscal Year 2021/22</u>	<u>Oracle Fund</u>	<u>Oracle Program</u>	<u>Natural Account</u>	<u>Natural Account Title</u>
<u>4.02(i) PLANNING APPLICATIONS REQUIRING CITY COUNCIL HEARINGS</u>						
Conversion Impact Report: Review	\$6,664.00	\$6,931.00	6181	10409	432012	Legislative Action Fees
BMR Alternative Compliance Plan: Review	\$5,150.00	\$5,356.00	6181	10409	432012	Legislative Action Fees
Development Agreement	\$6,664.00	\$6,931.00	6181	10409	432012	Legislative Action Fees
Development Agreement: Minor Modification	\$3,332.00	\$3,465.00	6181	10409	432012	Legislative Action Fees
Development Agreement: Annual Review	\$1,666.00	\$1,733.00	6181	10409	432012	Legislative Action Fees
General Plan/Specific Plan/Village Center Community Outreach Plan Amendment Initiation	\$1,574.00	\$1,637.00	6181	10409	432012	Legislative Action Fees
General Plan/Specific Plan Amendment Application (after Council initiation)	\$6,664.00	\$6,931.00	6181	10409	432012	Legislative Action Fees
Renaming of Public Streets	\$6,664.00	\$6,931.00	6181	10409	432012	Legislative Action Fees
Rezoning: District Change or Zoning Code Amendment	\$6,664.00	\$6,931.00	6181	10409	432012	Legislative Action Fees
Rezoning: Combining District Heritage Housing (HH)/ Single-Story (S) (per lot)	\$171.00	\$178.00	6181	10409	432012	Legislative Action Fees
Rezoning: Combining District (except HH or S)	\$3,336.00	\$3,469.00	6181	10409	432012	Legislative Action Fees
Specific Plans (including Village Center Plans)	\$6,664.00	\$6,931.00	6181	10409	432012	Legislative Action Fees
<u>4.02(j) ENVIRONMENTAL REVIEW</u>						
CEQA: Environmental Assessment (Initial Study)	\$917.00	\$954.00	6181	10409	432059	Environmental Review Fees
CEQA: Consultant Preparation of Environmental Study or EIR	As Needed	As Needed	1001			
CEQA: Staff Review of Environmental Study (air quality, noise, etc.)	\$1,727.00	\$1,796.00	6181	10409	432059	Environmental Review Fees
CEQA: Staff Review of EIR or TIA Preparation (% of consulting fee)	10% (minimum)- \$1,727.00	10% (minimum) \$1,796.00	6181	10409	432059	Environmental Review Fees

	<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
<u>4.02(k) OTHER PLANNING ITEMS</u>						
Zoning Letters or Data Research (per hour, 1/2 hour minimum)	<u>\$118.45</u>	<u>\$123.00</u>	6181	10416	434051	Sale of Publications/Printed Materials/Electronic Material
Renoticing Fee (or same fee as original if extended noticing required)	<u>\$171.00</u>	<u>\$178.00</u>	6181	10416	430715	Major Permit Application Fees - Other
Planner Attendance at meetings after hours (listed amount for 2 hours; 2 hour minimum)	<u>\$193.00</u>	<u>\$201.00</u>	6181	10416	434391	Miscellaneous Revenue
Tree Replacement In-Lieu Fee without Planning Development Application						
24-inch Box Tree Replacement In-lieu Fee	<u>\$424.00</u>	<u>\$441.00</u>	1001	13404	432055	Street Tree Fees
36-inch Box Tree Replacement In-lieu Fee	<u>\$849.00</u>	<u>\$883.00</u>	1001	13404	432055	Street Tree Fees
48-inch Box Tree Replacement In-lieu Fee	<u>\$1,697.00</u>	<u>\$1,765.00</u>	1001	13404	432055	Street Tree Fees
In-lieu fee does not include the additional tree removal permit fee.				13404		
	Value established by a certified arborist using the Guide for Plant Appraisal by the Council of Tree and Landscape Appraisers	Value established by a certified arborist using the Guide for Plant Appraisal by the Council of Tree and Landscape Appraisers				
Tree Replacement In-Lieu Fee with a Planning Development Application			1001	13404	432055	Street Tree Fees
Art Permit Reviewed by Arts Commission	<u>\$4,395.01</u>	<u>\$4,571.00</u>	1001	12019	430606	Permits, Art in Private Development
Art in Private Development In-Lieu Fee	1.1% of construction valuation of eligible non-residential developments	1.1% of construction valuation of eligible non-residential developments	1111		432019	Other General Fees
			1113		432019	Other General Fees
General Plan Maintenance Fee - Applied to each building project issued (except residential remodels)	<u>0.15%</u>	<u>0.15%</u>				
	of total construction valuation	of total construction valuation	1001	10405	432053	Plan Maintenance Fees
Park Dedication In-Lieu Fee - Average Fair Market Value per square foot						
* SMC Ch. 18.10 - Residential subdivisions	<u>\$134.00</u>	<u>\$160.00</u>	2101	00001	432047	Park Dedication Fees-Subdivisions
* SMC Ch. 19.74 - Multi-family residential rental housing	<u>\$134.00</u>	<u>\$160.00</u>	2103	00001	432037	Park Dedication Fees
Sense of Place Fee	<u>\$1,346.00</u>	<u>\$1,386.00</u>	3113	00001	432041	Sense of Place Fees - Tasman Crossing
Sense of Place Fee	<u>\$2,576.00</u>	<u>\$2,653.00</u>	3113	00001	432042	Sense of Place Fees - East Sunnyvale
Sense of Place Fee	<u>\$0.98 per sq. ft.</u>	<u>\$1.00 per sq. ft.</u>	3113	00001	432042	Sense of Place Fees - East Sunnyvale
Sense of Place Fee	<u>\$1,346.00</u>	<u>\$1,386.00</u>	3113	00001	432043	Sense of Place Fees - Fair Oaks Junction
* Per Government Code §66017, certain development processing fees and development impact fees are effective 60 days after adoption.						

	<u>Fiscal Year 2020/21</u>	<u>Fiscal Year 2021/22</u>	<u>Oracle Fund</u>	<u>Oracle Program</u>	<u>Natural Account</u>	<u>Natural Account Title</u>
<u>OTHER PLANNING ITEMS (cont'd)</u>						
Expanded Noticing Fee						
500-foot radius	\$368.00	\$383.00	6181	10410	430715	Major Permit Application Fees - Other
1,000-foot radius	\$1,157.00	\$1,203.00	6181	10410	430715	Major Permit Application Fees - Other
2,000-foot radius	\$2,368.00	\$2,463.00	6181	10410	430715	Major Permit Application Fees - Other
Consultant Provided Special Studies or Services	As needed	As needed	1001	00001		
Consultant Provided Special Studies or Services: Staff Review (% of consulting fee)	10% minimum of \$1,727.00	10% minimum of \$1,796.00	6181	10406	430715	Major Permit Application Fees - Other
<u>4.02(i) DEVELOPMENT IMPACT FEES RELATED TO HOUSING</u>						
Legacy Housing Mitigation Fees for Industrial Projects						
SMC 19.22.035	\$12.00	\$12.50				
(For projects subject to 19.22.035 & approved on or before 9/13/15)	per Applicable Sq. Ft.	per Applicable Sq. Ft.	2021	10503	432033	Housing Mitigation

	<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
<u>SECTION 4.03 BUILDING DIVISION FEES</u>						
<u>4.03(a) GENERAL FEES</u>						
Permit Issuance						
Each Permit or Combined Permit Issued	<u>\$32.50</u>	<u>\$34.00</u>	6181	10311	430708	Building Permits
Occupancy/Miscellaneous Inspections						
Any inspection for which no fee is otherwise prescribed	<u>\$296.00</u>	<u>\$308.00</u>	6181	10305	430607	Permits, Misc
Re-Inspection	<u>\$296.00</u>	<u>\$308.00</u>	6181	10305	430607	Permits, Misc
(Re-inspection fee may be assessed for each re-inspection when such portion of work is not complete or when corrections called for are not made. SMC 16.16.030)						
After hours inspection or plan check per hour (2 hour minimum)	<u>\$204.00</u>	<u>\$212.00</u>	6181	10305	432094	Special Inspection Reimbursement
Data Research Fees						
(per hour with 1/2 hour minimum)	<u>\$118.50</u>	<u>\$123.00</u>	6181	10308	430607	Permits, Misc
Request for Address Change	<u>\$240.00</u>	<u>\$250.00</u>	6181	10308	430607	Permits, Misc
Request for Copies of Professionally Designed Plans						
(per hour with 1/2 hour minimum)	<u>\$118.50</u>	<u>\$123.00</u>	6181	10308	430607	Permits, Misc
<u>4.03(b) PLAN CHECK FEES</u>						
Plan Check - % of Building Permit Fee	<u>70%</u>	<u>70%</u>	6181	10306	432092	Plan Check Fees
Energy Plan Check Fee - % of Building Permit Fee	<u>10%</u>	<u>10%</u>	6181	10306	432058	Energy Plan Check Fee
NOTE: When a single project contains identical floor plan types (model floor plans), the first plan type shall be charged at the full plan check and energy plan check fee and each repeat plan type shall be charged 50% of the plan check and energy plan check fees.						
Resubmittal plan check fee per hour (2 hour minimum)						
May be assessed when submittal documents are incomplete or changed. SMC 16.16.030	<u>\$204.00</u>	<u>\$212.00</u>	6181	10306	432092	Plan Check Fees

4.03(c) BUILDING PERMIT FEES

Unless otherwise listed in this fee schedule, the fee for each building permit shall be as set forth in the 2001 California Building Code Table 1-A plus annual inflation. Current charges based on the aforementioned information are listed in Attachment A.

Construction valuation, where applicable, shall be determined based on the table approved by the Director of Community Development, which is located in Attachment B.

	<u>Fiscal Year 2020/21</u>	<u>Fiscal Year 2021/22</u>	<u>Oracle Fund</u>	<u>Oracle Program</u>	<u>Natural Account</u>	<u>Natural Account Title</u>
	See Table in Attachment A	See Table in Attachment A	6181	10311	430708	Building Permits
	See Table in Attachment B	See Table in Attachment B				
<u>4.03(d) SMALL PROJECT/FIXED FEE PERMITS</u>						
Temporary Building Permit/Temporary Occupancy	\$525.00	\$546.00	6181	10311	430714	Temporary building Permits
Re-roofing Permit						
0 - 3,000 square feet	\$280.00	\$291.00	6181	10311	430708	Building Permits
3,001 - 10,000 square feet	\$394.00	\$410.00	6181	10311	430708	Building Permits
Over 10,000 square feet	\$491.00	\$511.00	6181	10311	430708	Building Permits
Photovoltaic Systems						
Single Family or Duplex	\$270.00	\$281.00	6181	10311	430708	Building Permits
Grading Permit						
Single Family or Duplex	\$228.00	\$237.00	6181	10311	430711	Grading Permits
All Others	\$980.00	\$1,019.00	6181	10311	430711	Grading Permits
Demolition permit	\$353.00	\$367.00	6181	10311	432052	Demolition Fees
Sign Permit	\$153.00	\$159.00	6181	10311	430608	Permits, Sign
Plumbing, Residential						
per square foot	\$0.08	\$0.10	6181	10311	430713	Plumbing & Gas Permits
or minimum fee (whichever is greater)	\$100.00	\$104.00	6181	10311	430713	Plumbing & Gas Permits
Plumbing, Non-Residential						
per square foot	\$0.13	\$0.20	6181	10311	430713	Plumbing & Gas Permits
or minimum fee (whichever is greater)	\$299.00	\$311.00	6181	10311	430713	Plumbing & Gas Permits

	<u>Fiscal Year 2020/21</u>	<u>Fiscal Year 2021/22</u>	<u>Oracle Fund</u>	<u>Oracle Program</u>	<u>Natural Account</u>	<u>Natural Account Title</u>
<u>SMALL PROJECT/FIXED FEE PERMITS (cont'd)</u>						
Mechanical, Residential						
per square foot	<u>\$0.08</u>	<u>\$0.10</u>	6181	10311	430712	Mechanical Permits
or minimum fee (whichever is greater)	<u>\$100.00</u>	<u>\$104.00</u>	6181	10311	430712	Mechanical Permits
Mechanical, Non-Residential						
per square foot	<u>\$0.13</u>	<u>\$0.20</u>	6181	10311	430712	Mechanical Permits
or minimum fee (whichever is greater)	<u>\$299.00</u>	<u>\$311.00</u>	6181	10311	430712	Mechanical Permits
Electrical, Residential						
per square foot	<u>\$0.08</u>	<u>\$0.10</u>	6181	10311	430707	Electrical Permits
or minimum fee (whichever is greater)	<u>\$100.00</u>	<u>\$104.00</u>	6181	10311	430707	Electrical Permits
Electrical, Non-Residential						
per square foot	<u>\$0.13</u>	<u>\$0.20</u>	6181	10311	430707	Electrical Permits
or minimum fee (whichever is greater)	<u>\$299.00</u>	<u>\$311.00</u>	6181	10311	430707	Electrical Permits
<i>NOTE: When a single piece of equipment is installed that requires more than one permit (plumbing, electrical, or mechanical permits) the permit fees may be reduced by 50% if only one inspection is required.</i>						
<u>SECTION 4.04 FIRE PROTECTION ENGINEERING FEES</u>						
<u>Single Family Residences.</u> Permit fee based on % of the building permit fee from the building permit schedule.	<u>70%</u>	<u>70%</u>	6181	12902	430706	Fire Prev Construct Permits
<u>Apartments, Condominiums, Townhouses.</u> Permit fee based on % of the building permit fee from the building permit fee schedule.	<u>70%</u>	<u>70%</u>	6181	12902	430706	Fire Prev Construct Permits
<u>Nonresidential Buildings.</u> Permit fee based on % of the building permit fee from the building permit fee schedule.	<u>70%</u>	<u>70%</u>	6181	12902	430706	Fire Prev Construct Permits
<i>NOTE: Fire construction fees are all inclusive, e.g., underground systems, overhead fire sprinkler systems, fire suppression systems, smoke detectors, alarm & annunciation systems, kitchen ventilation systems.</i>						
After hours inspection or plan check per hour (2 hour minimum)	<u>\$204.00</u>	<u>\$212.00</u>	6181	12902	430706	Fire Prev Construct Permits
Resubmittal per hour (2 hour minimum)	<u>\$204.00</u>	<u>\$212.00</u>	6181	12902	430706	Fire Prev Construct Permits
Inspection cancellation fee May be assessed for fire inspections when the work is not ready, there is nobody is on-site, or the inspection is cancelled with less than 24 hour notice.	<u>\$264.00</u>	<u>\$275.00</u>	6181	12902	430706	Fire Prev Construct Permits
Re-Inspection (Re-inspection fee may be assessed for each re-inspection when such portion of work is not complete or when corrections called for are not made. SMC 16.16.030)	<u>\$296.00</u>	<u>\$308.00</u>	6181	12902	430706	Fire Prev Construct Permits
New: After Hours Fire Protection Inspections - Contracted Service	<u>N/A</u>	<u>Actual Cost</u>	6181	12902	430706	Fire Prev Construct Permits

		<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
<u>SECTION 4.05 COPIES OF PRINTED MATERIAL</u>							
A.	Maps (plus postage, if mailed)						
	Zoning (color): 36" x 52"	\$78.50	\$82.00	6181	10308	434051	Sale of Publications/Printed Materials/Electronic Material
	General Plan Land Use and Transportation						
	(color) 11" x 17"	\$9.70	\$10.00	1001	10405	434051	Sale of Publications/Printed Materials/Electronic Material
	(color) 24" x 36"	\$78.50	\$82.00	1001	10405	434051	Sale of Publications/Printed Materials/Electronic Material
	(color) 36" x 60"	\$81.00	\$84.00	1001	10405	434051	Sale of Publications/Printed Materials/Electronic Material
	On Compact Disc						
	Zoning	\$23.50	\$24.00	6181	10308	434051	Sale of Publications/Printed Materials/Electronic Material
	General Plan	\$23.50	\$24.00	1001	10405	434051	Sale of Publications/Printed Materials/Electronic Material
	Flood Zone	\$23.50	\$24.00	6181	10308	434051	Sale of Publications/Printed Materials/Electronic Material
	Open Space	\$23.50	\$24.00	6181	10308	434051	Sale of Publications/Printed Materials/Electronic Material
B.	General Plan documents (plus postage, if mailed)						
	Color copy with 3-ring binder	\$102.50	\$107.00	1001	10405	434051	Sale of Publications/Printed Materials/Electronic Material
	Black and white copy	\$29.50	\$31.00	1001	10405	434051	Sale of Publications/Printed Materials/Electronic Material
	Specific Plans and Precise Plans	\$29.50	\$31.00	1001	10405	434051	Sale of Publications/Printed Materials/Electronic Material
	Housing Element	\$29.50	\$31.00	1001	10405	434051	Sale of Publications/Printed Materials/Electronic Material
	Retired Sub-elements	\$15.00	\$16.00	1001	10405	434051	Sale of Publications/Printed Materials/Electronic Material
	General/Specific Plans on Compact Disc	\$23.50	\$24.00	1001	10405	434051	Sale of Publications/Printed Materials/Electronic Material
C.	Design Guidelines (plus postage, if mailed)						
	(includes: Citywide, Industrial, Murphy Avenue, Single-Family, Eichler, Taaffe-Frances and others as adopted)	\$12.00	\$12.50	6181	10308	434051	Sale of Publications/Printed Materials/Electronic Material
D.	Residential Construction Standards Book	\$7.90	\$8.20	6181	10308	434051	Sale of Publications/Printed Materials/Electronic Material
E.	Storm Drain Inlet Markers (Price Per Unit)	\$3.75	\$3.90	6181	10308	430607	Permits, Misc

	<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
SECTION 4.06 HOUSING DIVISION FEES						
<u>4.06(a) BELOW MARKET RATE (BMR) PROGRAM FEES</u>						
A. <u>BMR Tenant-Employee Recertification</u> Review annual BMR eligibility recertification forms of current BMR tenants who are also employees of the property owner/manager of the property and wish to continue renting a BMR unit (new tenancies of property management staff are no longer allowed). Issue a letter confirming or denying the applicant's continued eligibility to rent the BMR unit.	\$100.00	\$100.00	2023	10506	432034	BMR Fees
B. <u>BMR Program Eligibility Verification Fee</u> Review of applicant's documentation of household income, borrowing capacity, and first-time homebuyer status to determine if they are eligible to buy a BMR home. This eligibility verification allows buyers to begin viewing BMR homes when they become available, and/or sign up on a waiting list, if needed.	\$75.00	\$75.00	2023	10506	432034	BMR Fees
C. <u>Application Fee for Purchase of BMR Home</u> Review applicant's BMR Application to Purchase; proposed sales contract, financing; confirm eligibility to buy BMR; underwrite file. This fee is non-refundable, regardless of eligibility determination or applicant's ultimate decision to purchase or not.	\$500.00	\$500.00	2023	10506	432034	BMR Fees
D. <u>BMR Purchase Escrow Fee</u> Preparation of City escrow instructions; final coordination with loan and escrow officers, buyer and seller, real estate agents; preparation of the BMR covenants, deeds of trust, and other legal forms; and ongoing associated expenses.	\$500.00	\$500.00	2023	10506	432034	BMR Fees
E. <u>BMR Refinance Application Fee</u> Review applications to refinance a BMR home; determine if any City loan pay-offs are required; underwrite proposed new loan for BMR affordability requirements; if approved, prepare City escrow documents and pay-off demand if applicable.	\$400.00	\$400.00	2023	10506	432034	BMR Fees

	<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
<u>BELOW MARKET RATE (BMR) PROGRAM FEES (cont'd)</u>						
F. <u>BMR In-Lieu Fee</u> Fees paid in lieu of providing BMR units otherwise required by SMC 19.67. Fee calculated based on SMC Section 19.67. 090(b) and project's recorded Developer Agreement. Payment of fees in lieu of the project's entire BMR obligation must be approved by Council. Payment of fractional fees does not require prior Council approval and is based on the fraction identified in the project's Developer Agreement. The total amount of the in-lieu fee equals 7% of the contract sales price or appraised market value, whichever is higher, of all market-rate units in the project. If the applicant is paying an in-lieu fee for a fractional unit only, the fee rate is adjusted pro-rata.	Calculated per Formula	Calculated per Formula	2023	10506	432046	BMR In Lieu Fees
G. <u>Affordable Housing Developer Agreement Preparation</u> affordable housing density bonus and/or that are subject to SMC 19.67 (BMR Ownership Housing) but are not pursuing approval of an alternative compliance method under 19.67.090. The fee covers staff time to review program requirements and agreement terms with applicants review proposed unit selection and characteristics, costs for consultation with special housing counsel and/or in-house counsel as needed, and document preparation and recording.						
BMR Ownership Agreement (Standard)	\$1,190.00	\$1,226.00	2023	10506	432034	BMR Fees
Rental-Only Density Bonus Agreement	\$1,190.00	\$1,226.00	2023	10506	432034	BMR Fees
Combo Agreement (BMR and Density Bonus, any type)	\$1,190.00	\$1,226.00	2023	10506	432034	BMR Fees
Condo-Mapped Rental Project BMR Agreement	\$1,190.00	\$1,226.00	2023	10506	432034	BMR Fees
(Applies BMR ownership requirement to rental projects with condo maps. BMR requirement is deferred until sale of condos.)						

DEPARTMENT OF FINANCE

SECTION 5.01 UTILITY BILLING DEPOSITS

	<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
Customers receiving or applying to receive garbage and/or sewer service only	An amount equivalent to the established charges for utility services for 2 billing periods	An amount equivalent to the established charges for utility services for 2 billing periods	6101	00001		

SECTION 5.02 BUSINESS LICENSES

For business license tax information, please refer to [Attachment C](#).

Auctioneer's Permit	\$205.00	\$245.00	1001	11305	430607	Permits, Misc
Replacement license/Business information screen print	A fee not to exceed the cost of issuance	A fee not to exceed the cost of issuance	1001	11305	413511	Business License Tax
Business license tax report:						
Electronic	A fee not to exceed the cost of issuance	A fee not to exceed the cost of issuance	1001	11305	434051	Sale of Publications/Printed Materials/Electronic Material
Hard-copy	A fee not to exceed the cost of issuance	A fee not to exceed the cost of issuance	1001	11305	434051	Sale of Publications/Printed Materials/Electronic Material

SECTION 5.03 BINGO FEES (SMC Ch. 9.37)

Application for License	\$50.00	\$50.00	1001	11305	430656	Bingo Permits
Denied License Refund	\$25.00	\$25.00	1001	11305	430656	Bingo Permits
License Renewal	\$50.00	\$50.00	1001	11305	430656	Bingo Permits

(NOTE: Bingo fees are subject to limitations set forth in Penal Code Section 326.5.)

DEPARTMENT OF LIBRARY AND RECREATION SERVICES

SECTION 6.01 LIBRARY FEES

A. Fees

	<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
Replacement Cost for Lost or Damaged Item	<u>Cost of Item as Represented in Library Record</u>	<u>Cost of Item as Represented in Library Record</u>	1001	11901	432231	Library Fees
Processing Fee for Lost or Damaged Paperbacks, Boardbooks, Magazines	<u>\$5.00-</u>	<u>\$5.00</u>	1001	11901	432231	Library Fees
Processing Fee for Lost or Damaged Items (Except Paperbacks, Boardbooks, Magazines)	<u>\$12.00-</u>	<u>\$12.00</u>	1001	11901	432231	Library Fees

B. Internet Payments

Library Fees Collected via Internet	<u>As Described Above in Section 6.01 A and B</u>	<u>As Described Above in Section 6.01 A</u>	1001	11901	431131	Library Fines
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SECTION 6.02 ACTIVITY AND FACILITY USE FEES

The Director of Library and Recreation Services is authorized to administratively establish Activity and Facility Use Fee Schedules for recreation activities and services not otherwise specified in this document. Schedules shall be established based upon market conditions and City Council adopted policies to ensure fairness and accessibility while attaining fiscal self-sufficiency. Schedules shall be published and available to the public.

SECTION 6.03 COMMUNITY SPECIAL EVENT FEES

Application Fee-Minor *	<u>\$33.50</u>	<u>\$33.50</u>	1001	12017	434391	Miscellaneous Revenue
Application Fee-Major *	<u>\$134.00</u>	<u>\$134.00</u>	1001	12017	434391	Miscellaneous Revenue
Refundable Damage Deposit **	<u>\$585.00-</u>	<u>\$585.00</u>	1001			
	<u>\$5,853.00-</u>	<u>\$5,853.00</u>				

* Other fees may apply before a Special Event Permit is issued. In addition to the costs of inspections and other City services (i.e. Public Safety), other fees such as permit fees will apply for tents, stages, etc. Depending on the type of event, respective fees may vary.

** The Refundable Damage Deposit ranges from \$568 - \$5,683 depending on the facility(ies) being used and the scope of the event.

DEPARTMENT OF PUBLIC SAFETY

SECTION 7.01 COPIES OF MATERIALS

	<u>Fiscal Year 2020/21</u>	<u>Fiscal Year 2021/22</u>	<u>Oracle Fund</u>	<u>Oracle Program</u>	<u>Natural Account</u>	<u>Natural Account Title</u>
A. Copy of an incident report.	<u>\$0.10 per page</u>	<u>\$0.10 per page</u>	1001	12801	432129	Other Public Safety Fees
<i>EXEMPTION. One copy of the report shall be furnished to a victim of the crime at no charge.</i>						
B. Informal Traffic Discovery (California (CA) Penal Code, Section 1054.1)						
	<u>\$1.00 + \$25.00 Research Fee</u>	<u>\$1.00 + \$25.00 Research Fee</u>	1001	12801	432129	Other Public Safety Fees
Copy of Video (DVD)	<u>\$1.00 each</u>	<u>\$1.00 each</u>	1001	12801	432129	Other Public Safety Fees
Photographs - Printed/Paper	<u>\$2.00-</u>	<u>\$2.00</u>	1001	12801	432129	Other Public Safety Fees
Photographs - Digital (CD)	<u>\$5.00 each</u>	<u>\$5.00 each</u>	1001	12801	432129	Other Public Safety Fees
Audio Recording	<u>\$0.10 per page</u>	<u>\$0.10 per page</u>	1001	12801	432129	Other Public Safety Fees
Documents						
C. Public Records Request (California Government Code, Section 6253.9(b))						
	<u>\$2.00-</u>	<u>\$2.00</u>	1001	12801	432129	Other Public Safety Fees
Copies on Compact Discs (CD)	<u>\$1.00 each</u>	<u>\$1.00 each</u>	1001	12801	432129	Other Public Safety Fees
Photographs - Printed/Paper	<u>\$2.00-</u>	<u>\$2.00</u>	1001	12801	432129	Other Public Safety Fees
Photographs - Digital (CD)	<u>\$5.00 each</u>	<u>\$5.00 each</u>	1001	12801	432129	Other Public Safety Fees
Audio or Video Recording	<u>\$0.10 per page</u>	<u>\$0.10 per page</u>	1001	12801	432129	Other Public Safety Fees
Documents (Including Address Searches)						
D. Public Records Request - Electronic Records (California Government Code, Section 6253.9(b))						
<i>"The requester shall bear the cost of producing a copy of the record, including the cost to construct a record, and the cost of programming and computer services necessary to produce a copy of the record when either of the following applies: The request would require data compilation, extraction, or programming to produce the record."</i>						
	<u>Actual Cost</u>	<u>Actual Cost</u>	1001	12801	432129	Other Public Safety Fees
E. Civil Subpoena Fees - Document Production (California Evidence Code, Section 1563)						
	<u>\$1.00 each + \$24.00 per hour Administrative Fee</u>	<u>\$1.00 each + \$24.00 per hour Administrative Fee</u>	1001	12801	432129	Other Public Safety Fees
Copy of Video (DVD)						
	<u>\$1.00 each + \$24.00 per hour Administrative Fee</u>	<u>\$1.00 each + \$24.00 per hour Administrative Fee</u>	1001	12801	432129	Other Public Safety Fees
Photographs						
	<u>\$5.00 each + \$24.00 per hour Administrative Fee</u>	<u>\$5.00 each + \$24.00 per hour Administrative Fee</u>	1001	12801	432129	Other Public Safety Fees
Audio Recording						
	<u>\$0.10 per page + \$24.00 per hour Administrative Fee</u>	<u>\$0.10 per page + \$24.00 per hour Administrative Fee</u>	1001	12801	432129	Other Public Safety Fees
Documents						

		<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
<u>SECTION 7.02 POLICE SERVICES</u>							
A.	Civil Subpoena Fees - Personal Appearance (California Government Code, Section 68096.1) Deposit per subpoena per day Actual cost including all salary, benefits, and travel expenses	\$275.00	\$275.00	1001			
		<u>Actual Cost</u>	<u>Actual Cost</u>	1001	12801	432124	Civil Subpoena Fees
B.	Vehicle Mechanical or Registration Violation Citation Correction Verification (Fix-it Ticket sign off) Applies to non-residents, and residents whose citation was issued by an outside agency.	\$33.00	\$34.00	1001	12801	432129	Other Public Safety Fees
<u>SECTION 7.03 OTHER PERMITS AND SERVICES</u> (not including State pass-through costs)							
A.	Concealed Weapons Permit (CA Penal Code, Section 26190(b)(1) and (2)) 20% to be collected at time of application. 80% to be collected at issuance of permit.	\$100.00	\$100.00	1001	12704	430681	Concealed Weapon Permits
B.	Amend an Existing License (CA Penal Code, Section 26190(e)(1))	\$10.00	\$10.00	1001	12704	430681	Concealed Weapon Permits
C.	Concealed Weapons Permit Renewal (CA Penal Code, Section 26190(c))	\$25.00	\$25.00	1001	12704	430681	Concealed Weapon Permits
D.	Secondhand Dealer/Pawnbroker Permit - One Owner (CA Business & Professions Code, Section 21625 - 21647)	\$542.00	\$564.00	1001	12704	430655	Secondhand Dealer/Pawnbroker Permits
	Additional Owner(s) (each)	\$126.00	\$131.00	1001	12704	430655	Secondhand Dealer/Pawnbroker Permits
	Permit Renewal	\$469.00	\$488.00	1001	12704	430655	Secondhand Dealer/Pawnbroker Permits
	DOJ New Dealer Application Fee*	\$300.00	\$300.00	1001	12704	430655	Secondhand Dealer/Pawnbroker Permits
	DOJ Renewal Fee*	\$300.00	\$300.00	1001	12704	430655	Secondhand Dealer/Pawnbroker Permits

* Fee set by California Department of Justice

		<u>Fiscal Year 2020/21</u>	<u>Fiscal Year 2021/22</u>	<u>Oracle Fund</u>	<u>Oracle Program</u>	<u>Natural Account</u>	<u>Natural Account Title</u>
OTHER PERMITS AND SERVICES (cont'd)							
E.	Clearance Letter / Records Check for: (CA Penal Code, Section 13300(f)) Non-Federal Agency or Individual <i>Exemptions: Fee does not apply to Law Enforcement</i>	\$35.00	\$35.00	1001	12801	432129	Other Public Safety Fees
F.	Firearms Sales Permit (New)	\$294.00	\$306.00	1001	12704	430682	Firearm Sales Permits
	Additional Owner(s) (Each)	\$126.00	\$131.00	1001	12704	430682	Firearm Sales Permits
	Firearms Sales Permit (Renewal)	\$167.00	\$174.00	1001	12704	430682	Firearm Sales Permits
G.	Firearms Seizure Fee (per incident) (CA Penal Code, Section 33880)	Actual Cost	Actual Cost	1001	12704	430683	Firearm Seizure Permits
H.	Officer Contract Overtime						
	Each Hour	\$177.04	\$184.00	1001	835160	432125	Police Contract Overtime
	Administrative Fee - Per Event (Fee does not apply to Schools and Non-Profits)	\$101.00	\$105.00	1001	835160	432125	Police Contract Overtime
I.	K-9 Officer Deployment						
	Instate (outside Santa Clara County)						
	Officer Time - Each hour	\$224.19	\$233.00	1001	835160	422851	Other Intergovernmental Grants/Contributions
	Travel Expenses (mileage, lodging, per diem)	Actual Cost	Actual Cost	1001	835160	422851	Other Intergovernmental Grants/Contributions
	Out of State						
	Officer Time - Each hour	\$224.19	\$233.00	1001	835160	422851	Other Intergovernmental Grants/Contributions
	Canine transportation and per diem	Actual Cost	Actual Cost	1001	835160	422851	Other Intergovernmental Grants/Contributions
	Travel Expenses (mileage, lodging, per diem)	Actual Cost	Actual Cost	1001	835160	422851	Other Intergovernmental Grants/Contributions
J.	Peddler/Solicitor Permit (SMC Ch. 5.28)	\$239.00	\$249.00	1001	12704	430654	Solicitor Permits
K.	Juvenile Diversion Fees	\$20.00	\$20.00	1001	12303	431056	Juvenile Diversion Fines
L.	Parking Permit - City Owned Lot (RTC 16-0871)						
	Daily Permit						
	Mathilda off-ramp - Southbound	\$4.00	\$4.00	1001	13103	432202	Other General Parking Fees
	South Mathilda Overpass	\$4.00	\$4.00	1001	13103	432202	Other General Parking Fees
	Evelyn Avenue Lot	\$4.00	\$4.00	1001	13103	432202	Other General Parking Fees
	North Mathilda Overpass	\$3.00	\$3.00	1001	13103	432202	Other General Parking Fees
M.	Explosives Handling Permit (Includes Background per 12101-12015 H&S) (Fee for one individual to be processed)	\$122.00	\$127.00	1001	12704	430689	Other Safety Related Permits

SECTION 7.04 RESPONSE FEES

SECTION 7.04(a) EXCESSIVE / EXTRAORDINARY DPS RESPONSE

(SMC Ch. 9.45, 9.47 and 9.50)

- A. Direct costs arising due to an extraordinary DPS response. Actual cost based on the incident, not to exceed (per incident):

<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
<u>Actual Cost</u>	<u>Actual Cost</u>	1001	12702	432126	Extraordinary Public Safety Response

SECTION 7.04(b) ALARMS

(SMC Ch. 9.90)

- A. Alarm Users Permit

Residential or Home Based Business (Annual)

\$35.00-	\$35.00	1001	12704	432129	Other Public Safety Fees
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Businesses (Annual)

\$70.00-	\$70.00	1001	12704	432129	Other Public Safety Fees
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Permit renewal - Late Fee

\$25.00-	\$25.00	1001	12704	431012	Late Payment/Delinquency Penalty
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- B. False Burglar Alarm Fee

3rd and 4th occurrence during a 12-month period

\$200.00-	\$200.00	1001	12704	432121	False Alarm Fees
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5th-7th occurrence during a 12-month period

\$350.00-	\$350.00	1001	12704	432121	False Alarm Fees
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8th-10th occurrence during a 12-month period

\$500.00-	\$500.00	1001	12704	432121	False Alarm Fees
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Each response above 10 during a 12-month period

\$750.00-	\$750.00	1001	12704	432121	False Alarm Fees
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- C. False Fire Alarm Fee

3rd and 4th occurrence during a 12-month period

\$200.00-	\$200.00	1001	12704	432121	False Alarm Fees
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5th-7th occurrence during a 12-month period

\$350.00-	\$350.00	1001	12704	432121	False Alarm Fees
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8th-10th occurrence during a 12-month period

\$500.00-	\$500.00	1001	12704	432121	False Alarm Fees
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Each response above 10 during a 12-month period

\$750.00-	\$750.00	1001	12704	432121	False Alarm Fees
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SECTION 7.05 VEHICLE RELEASE FEE

(Vehicle Code Section 22850.5 and SMC Title 10)

Vehicle Release Fee

\$150.00	\$156.00	1001	12801	432122	Vehicle Release Fees
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Post Storage Hearing Fee

(applies only when the owner of the vehicle has made a written request for a hearing)

\$119.00	\$124.00	1001	12801	432122	Vehicle Release Fees
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Repossessions (CA Gov. Code 41612)

\$15.00-	\$15.00	1001	12801	432122	Vehicle Release Fees
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Repossessions Fine (if not paid within 3 days)

\$50.00-	\$50.00	1001	12801	432122	Vehicle Release Fees
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(CA Gov. Code 41612)

	<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
<u>SECTION 7.06 A ADULT ENTERTAINMENT</u>						
(SMC Ch. 9.40)						
A. Adult Establishment License						
Application (includes background for first owner)	\$5,284.00	\$5,495.00	1001	12704	430651	Adult Entertainment Permits
Annual Renewal (includes background for first owner)	\$5,186.00	\$5,393.00	1001	12704	430651	Adult Entertainment Permits
Additional Owner(s) (Each)	\$126.00	\$131.00	1001	12704	430651	Adult Entertainment Permits
<u>SECTION 7.06 B & C MESSAGE ESTABLISHMENTS</u>						
(Ch. 9.41 and CA Business & Professions Code 4612)						
B. Massage Establishment License (Not Certified with CAMTC)						
Fixed Location (on premise with or without outcall services)						
Application (includes background for one owner)	\$1,317.00	\$1,370.00	1001	12704	430652	Massage Establishment Permits
Annual Renewal	\$1,246.00	\$1,296.00	1001	12704	430652	Massage Establishment Permits
Additional Owner(s) initial application (Each)	\$126.00	\$131.00	1001	12704	430652	Massage Establishment Permits
Sole Proprietor *						
Application (includes background for one owner)	\$506.00	\$526.00	1001	12704	430652	Massage Establishment Permits
Annual Renewal	\$506.00	\$526.00	1001	12704	430652	Massage Establishment Permits
Outcall Only (no on-premise service or treatment of clients)						
Application (includes background for one owner)	\$187.00	\$194.00	1001	12704	430652	Massage Establishment Permits
Annual Renewal	\$159.00	\$165.00	1001	12704	430652	Massage Establishment Permits
Additional Owner(s) initial application (Each)	\$78.00	\$81.00	1001	12704	430652	Massage Establishment Permits
Amendments	\$32.00	\$33.00	1001	12704	430652	Massage Establishment Permits
C. Massage Establishment License (Owner CAMTC Certified)						
Fixed Location (on premise with or without outcall services)						
Application (single owner)	\$1,246.00	\$1,296.00	1001	12704	430652	Massage Establishment Permits
Annual Renewal	\$1,246.00	\$1,296.00	1001	12704	430652	Massage Establishment Permits
Additional Owner(s) initial application (Each)	\$126.00	\$131.00	1001	12704	430652	Massage Establishment Permits
Sole Proprietor* - New or Renewal	\$436.00	\$453.00	1001	12704	430652	Massage Establishment Permits
Outcall Only (no on-premise service or treatment of clients)						
Application (single owner)	\$114.00	\$119.00	1001	12704	430652	Massage Establishment Permits
Annual Renewal	\$114.00	\$119.00	1001	12704	430652	Massage Establishment Permits
Additional Owner(s) or Employee** initial application (Each)	\$10.00	\$10.00	1001	12704	430652	Massage Establishment Permits
Amendments	\$32.00	\$33.50	1001	12704	430652	Massage Establishment Permits

CAMTC (California Massage Therapy Council)

* Sole proprietor is defined as having one or no employees

** Additional Employees must be CAMTC Certified

		<u>Fiscal Year 2020/21</u>	<u>Fiscal Year 2021/22</u>	<u>Oracle Fund</u>	<u>Oracle Program</u>	<u>Natural Account</u>	<u>Natural Account Title</u>
<u>SECTION 7.07 TAXICAB FRANCHISES (SMC Ch. 5.36)</u>							
A.	<u>Franchise Fees</u>						
	Application	\$3,150.00	\$3,276.00	1001	12704	414511	Franchise Fees
	Additional Owner(s) (Each)	\$162.00	\$168.00	1001	12704	414511	Franchise Fees
	Renewal	\$3,077.00	\$3,200.00	1001	12704	414511	Franchise Fees
B.	<u>2-Year Driver's Permit Fees</u>						
	Application	\$352.00	\$366.00	1001	12704	430653	Taxi Driver and Vehicle Permits
	Renewal fee	\$280.00	\$291.00	1001	12704	430653	Taxi Driver and Vehicle Permits
	Re-test Fee	\$101.00	\$105.00	1001	12704	430653	Taxi Driver and Vehicle Permits
	Change of Company	\$101.00	\$105.00	1001	12704	430653	Taxi Driver and Vehicle Permits
	Late Fee - Driver's License Renewal SMC 5.36.340; renewal application must be submitted 30 days before permit expires	\$250.00	\$250.00	1001	12704	430653	Taxi Driver and Vehicle Permits
C.	<u>Vehicle Fee</u>						
	Per Vehicle Annual Fee	\$325.00	\$338.00	1001	12704	430653	Taxi Driver and Vehicle Permits
<u>SECTION 7.08 FIRE PREVENTION PERMITS AND FEES</u>							
<i>Public Schools are exempt from Permit Fees</i>							
105.6.1 CFC	Aerosol products. To store or handle an aggregate quantity of Level 2 or Level 3 aerosol products in excess of 500 pounds net weight (Annual)						
	Initial	\$1,029.00	\$1,070.00	1001	12903	430622	Hazardous Materials Permits
	Renewal	\$751.00	\$781.00	1001	12903	430622	Hazardous Materials Permits
105.6.2 CFC	Amusement building. An operational permit is required to operate a special amusement building.						
	Initial	\$587.00	\$610.00	1001	12903	430629	Other Fire Prevention Permits
	Renewal	\$514.00	\$535.00	1001	12903	430629	Other Fire Prevention Permits
16.52.105(t) SMC; 105.7.2 CFC	Battery systems. A permit is required to install, or operate a stationary battery system regulated in Section 608.						
	Initial	\$1,029.00	\$1,070.00	1001	12903	430622	Hazardous Materials Permits
	Renewal	\$751.00	\$781.00	1001	12903	430622	Hazardous Materials Permits

		<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
FIRE PREVENTION PERMITS AND FEES (cont'd)							
16.52.105 (v) SMC; 105.7.5 CFC	Emergency responder radio coverage systems. An operational permit is required to maintain an emergency responder radio coverage system in accordance with CFC Section 510.						
	Plan Check Initial	\$550.00-	\$572.00	1001	12903	430629	Other Fire Prevention Permits
	Plan Check Resubmittal	\$331.00-	\$344.00	1001	12903	430629	Other Fire Prevention Permits
	Coverage Validation	\$400 per floor	\$400 per floor	1001	12903	430629	Other Fire Prevention Permits
	Initial Acceptance Test (per floor fee applicable to ground floor)	\$400 per amplifier + \$400 per floor	\$400 per amplifier + \$400 per floor	1001	12903	430629	Other Fire Prevention Permits
	Annual Acceptance Test (per floor fee applicable to ground floor)	\$400 per amplifier + \$400 per floor	\$400 per amplifier + \$400 per floor	1001	12903	430629	Other Fire Prevention Permits
	New: Annual Acceptance Test - After Hours Test (at customer request)	N/A	Actual Cost	1001	12903	430629	Other Fire Prevention Permits
16.52.105 (n) SMC	Explosives. An operational permit is required for the manufacture, storage handling, sale or use of any quantity of explosives, explosive materials, fire works or pyrotechnic special effects. (Annual)						
	Initial	\$662.00-	\$688.00	1001	12903	430622	Hazardous Materials Permits
	Renewal	\$587.00-	\$610.00	1001	12903	430622	Hazardous Materials Permits
16.52.105 (w), (gg) SMC	Firefighter air replenishment system. A permit is required to maintain, install or modify a firefighter air replenishment system.	\$441.00-	\$459.00	1001	12903	430629	Other Fire Prevention Permits
K101.2 CFC	uses. A temporary operational permit is required for haunted houses, ghost walks or similar amusement uses in accordance with SMC 16.52 Appendix K.	\$588.00-	\$612.00	1001	12903	430629	Other Fire Prevention Permits
16.52.105 (y) SMC	Hazardous material stabilization. A temporary permit is required to stabilize potentially unstable (reactive) hazardous materials.	\$588.00-	\$612.00	1001	12903	430629	Other Fire Prevention Permits
16.52.105 (z) SMC	Helicopter lifts. A temporary operational permit is required to move suspended loads via helicopter over populated areas.	\$590.00-	\$614.00	1001	12903	430629	Other Fire Prevention Permits

		<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
FIRE PREVENTION PERMITS AND FEES (cont'd)							
105.6.22 CFC	High-piled storage. An operational permit is required to use a building of portion thereof as a high-pile storage area exceeding 500 square feet.						
	High pile storage area of:						
	500 sq. ft. to 2499 sq. ft. (Annual)						
	Initial	\$993.00	\$1,033.00	1001	12903	430629	Other Fire Prevention Permits
	Renewal	\$700.00	\$728.00	1001	12903	430629	Other Fire Prevention Permits
	2500 sq. ft. to 4999 sq. ft. (Annual)						
	Initial	\$993.00	\$1,033.00	1001	12903	430629	Other Fire Prevention Permits
	Renewal	\$699.00	\$727.00	1001	12903	430629	Other Fire Prevention Permits
	5000 sq. ft. and over. (Annual)						
	Initial	\$993.00	\$1,033.00	1001	12903	430629	Other Fire Prevention Permits
	Renewal	\$699.00	\$727.00	1001	12903	430629	Other Fire Prevention Permits
105.6.23 CFC	Hot work operations. Fixed site equipment such as welding booths, portable equipment in a structure, or public exhibitions.						
	Initial	\$1,029.00	\$1,070.00	1001	12903	430622	Hazardous Materials Permits
	Renewal	\$751.00	\$781.00	1001	12903	430622	Hazardous Materials Permits
105.6.24 CFC	Industrial Ovens. An operational permit is required for operation of industrial ovens regulated by Chapter 21.						
	Initial	\$626.00	\$651.00	1001	12903	430629	Other Fire Prevention Permits
	Renewal	\$551.00	\$573.00	1001	12903	430629	Other Fire Prevention Permits
105.6.25 CFC	Lumber yards and woodworking plants. An operational permit is required for the storage or processing of lumber exceeding 100,000 board feet. (Annual)						
	Initial	\$626.00	\$651.00	1001	12903	430629	Other Fire Prevention Permits
	Renewal	\$550.00	\$572.00	1001	12903	430629	Other Fire Prevention Permits
105.6.26 CFC	An operational permit is required to display, operate or demonstrate a liquid or gas fueled vehicles or equipment in assembly occupancies.						
		\$700.00	\$728.00	1001	12903	430629	Other Fire Prevention Permits
105.6.28 CFC	Magnesium. An operational permit is required to melt, cast, heat treat or grind more than 10 pounds of magnesium. (Annual)						
	Initial	\$1,029.00	\$1,070.00	1001	12903	430622	Hazardous Materials Permits
	Renewal	\$753.00	\$783.00	1001	12903	430622	Hazardous Materials Permits

		<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
FIRE PREVENTION PERMITS AND FEES (cont'd)							
105.6.29 CFC	Misc. Combustible Storage. An operational permit is required to store in any building or upon any premises in excess of 2,500 cubic feet gross volume of combustible empty packing cases, boxes, barrels or similar containers, rubber tires, rubber cork or similar combustible material.						
	Initial	\$515.00	\$536.00	1001	12903	430629	Other Fire Prevention Permits
	Renewal	\$441.00	\$459.00	1001	12903	430629	Other Fire Prevention Permits
105.6.17 CFC SMC 16.52.105(p)	is required to accordance with Section 5707 of the Fire Code.						
	Initial	\$826.00	\$859.00	1001	12903	430622	Hazardous Materials Permits
	Renewal	\$826.00	\$859.00	1001	12903	430622	Hazardous Materials Permits
105.6.17 CFC SMC 16.52.105(p)	required to utilize a accordance with Section 5707 of the Fire Code.						
	Initial	\$550.00	\$572.00	1001	12903	430622	Hazardous Materials Permits
	Renewal	\$37.00	\$38.50	1001	12903	430622	Hazardous Materials Permits
	<i>Note: The fire code official is authorized to charge a single mobile fueling site permit fee when multiple mobile fueling site permits are issued to the same entity at contiguous sites.</i>						
105.6.30 CFC	Open burning. An operational permit is required for the kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground. Instructions and stipulations must be adhered to. Exception: Recreational fires.						
	Initial	\$515.00	\$536.00	1001	12903	430629	Other Fire Prevention Permits
	Renewal	\$441.00	\$459.00	1001	12903	430629	Other Fire Prevention Permits
FIRE PREVENTION PERMITS AND FEES (cont'd)							
105.6.32 CFC	Open flames and candles. An operational permit is required to use open flames or candles in connection with assembly areas, dining areas of restaurants or drinking establishments.						
	Initial	\$515.00	\$536.00	1001	12903	430629	Other Fire Prevention Permits
	Renewal	\$441.00	\$459.00	1001	12903	430629	Other Fire Prevention Permits
16.52.105 (cc) SMC	Outdoor assembly event. A temporary permit is required to operate an outdoor assembly event (see definition - 1,000 or more attendees, or 100 confined).						
		\$295.00	\$307.00	1001	12903	430629	Other Fire Prevention Permits

		<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
FIRE PREVENTION PERMITS AND FEES (cont'd)							
105.6.34 CFC	Places of assembly. An operational permit is required to operate a place of assembly (occupancy of 50 or more). (Annual)						
	Occupancies of:						
	50 to 100						
	Initial	<u>\$515.00-</u>	<u>\$536.00</u>	1001	12903	430629	Other Fire Prevention Permits
	Renewal	<u>\$440.00-</u>	<u>\$458.00</u>	1001	12903	430629	Other Fire Prevention Permits
	101 to 300						
	Initial	<u>\$515.00-</u>	<u>\$536.00</u>	1001	12903	430629	Other Fire Prevention Permits
	Renewal	<u>\$441.00-</u>	<u>\$459.00</u>	1001	12903	430629	Other Fire Prevention Permits
	301+						
	Initial	<u>\$515.00-</u>	<u>\$536.00</u>	1001	12903	430629	Other Fire Prevention Permits
	Renewal	<u>\$441.00-</u>	<u>\$459.00</u>	1001	12903	430629	Other Fire Prevention Permits
16.52.105 (ff)	Temporary place of assembly. A temporary operational permit is required to use any building or structure, or portion thereof, other than established Group R-3 and Group A occupancies for assembly purposes where the occupant load is more than 50 persons.	<u>\$514.00-</u>	<u>\$535.00</u>	1001	12903	430629	Other Fire Prevention Permits
105.6.36 CFC	Pyrotechnic special effects material. An operational permit is required for use and handling of special effects material.						
	Initial	<u>\$846.00-</u>	<u>\$880.00</u>	1001	12903	430629	Other Fire Prevention Permits
	Renewal	<u>\$699.00-</u>	<u>\$727.00</u>	1001	12903	430629	Other Fire Prevention Permits
105.6.38 CFC	Refrigeration equipment. An operational permit is required to operate a mechanical refrigeration unit or system regulated by Chapter 6 of the CFC.						
	Initial	<u>\$1,470.00-</u>	<u>\$1,529.00</u>	1001	12903	430622	Hazardous Materials Permits
	Renewal	<u>\$961.00-</u>	<u>\$999.00</u>	1001	12903	430622	Hazardous Materials Permits
105.6.39 CFC	Repair Garages and Motor Fuel dispensing facilities. An operational permit is required for the operation of repair garages and automotive, marine, and fleet motor fuel-dispensing facilities.						
FIRE PREVENTION PERMITS AND FEES (cont'd)							
	One to two bays (Annual)						
	Initial	<u>\$1,102.00-</u>	<u>\$1,146.00</u>	1001	12903	430622	Hazardous Materials Permits
	Renewal	<u>\$824.00-</u>	<u>\$857.00</u>	1001	12903	430622	Hazardous Materials Permits
	Three to four bays (Annual)						
	Initial	<u>\$1,102.00-</u>	<u>\$1,146.00</u>	1001	12903	430622	Hazardous Materials Permits
	Renewal	<u>\$824.00-</u>	<u>\$857.00</u>	1001	12903	430622	Hazardous Materials Permits
	Five to nine bays (Annual)						
	Initial	<u>\$1,240.00-</u>	<u>\$1,290.00</u>	1001	12903	430622	Hazardous Materials Permits
	Renewal	<u>\$827.00-</u>	<u>\$860.00</u>	1001	12903	430622	Hazardous Materials Permits
	Ten or more bays (Annual)						
	Initial	<u>\$1,240.00-</u>	<u>\$1,290.00</u>	1001	12903	430622	Hazardous Materials Permits
	Renewal	<u>\$827.00-</u>	<u>\$860.00</u>	1001	12903	430622	Hazardous Materials Permits

		<u>Fiscal Year 2020/21</u>	<u>Fiscal Year 2021/22</u>	<u>Oracle Fund</u>	<u>Oracle Program</u>	<u>Natural Account</u>	<u>Natural Account Title</u>
FIRE PREVENTION PERMITS AND FEES (cont'd)							
105.6.4 CFC	Carnivals and Fairs. An operation permit is required to conduct a carnival or fair. After-hours review or inspection fee may apply.	\$295.00	\$307.00	1001	12903	430629	Other Fire Prevention Permits
105.6.41 CFC	Spraying or dipping. An operational permit is required to conduct a spraying or dipping operation utilizing flammable or combustible liquids or the application of combustible powders. (Annual)						
	Initial	\$1,515.00	\$1,576.00	1001	12903	430622	Hazardous Materials Permits
	Renewal	\$1,033.00	\$1,074.00	1001	12903	430622	Hazardous Materials Permits
105.6.46 CFC	Wood products. An operational permit is required to store chips, hogged material, lumber, or plywood in excess of 200 cubic feet.						
	Initial	\$515.00	\$536.00	1001	12903	430629	Other Fire Prevention Permits
	Renewal	\$441.00	\$459.00	1001	12903	430629	Other Fire Prevention Permits
105.6.47 CFC	Pyrotechnic/Special Effects/Aerial Display. To use pyrotechnic special effects open flame, use of flammable combustible liquids and gases, welding, and the parking of motor vehicles in any building or location for the purpose of motion picture, television and commercial production.						
		\$847.00	\$881.00	1001	12903	430629	Other Fire Prevention Permits
105.6.5 CFC	Cellulose Nitrate. An operational permit is required to store, handle, or use cellulose nitrate film in a Group A occupancy.						
	Initial	\$1,102.00	\$1,146.00	1001	12903	430622	Hazardous Materials Permits
	Renewal	\$827.00	\$860.00	1001	12903	430622	Hazardous Materials Permits
105.6.6 CFC	Combustible Dust-producing operations. An operational permit is required to operate a grain elevator, flour starch mill, feed mill, or plant pulverizing aluminum, coal, cocoa, magnesium, spices, sugar or other material producing dusts. (Annual)						
	Initial	\$1,102.00	\$1,146.00	1001	12903	430622	Hazardous Materials Permits
	Renewal	\$827.00	\$860.00	1001	12903	430622	Hazardous Materials Permits
FIRE PREVENTION PERMITS AND FEES (cont'd)							
105.6.7 CFC	Combustible fiber storage. An operational permit for the storage and handling of combustible fibers in quantities greater than 100 cubic feet. (Annual)						
	Initial	\$515.00	\$536.00	1001	12903	430629	Other Fire Prevention Permits
	Renewal	\$441.00	\$459.00	1001	12903	430629	Other Fire Prevention Permits

		<u>Fiscal Year 2020/21</u>	<u>Fiscal Year 2021/22</u>	<u>Oracle Fund</u>	<u>Oracle Program</u>	<u>Natural Account</u>	<u>Natural Account Title</u>
FIRE PREVENTION PERMITS AND FEES (cont'd)							
105.6.9 CFC	Covered and open mall buildings. An operational permit (per occurrence) is required for:						
	A. The placement of retail fixtures and displays, concession equipment displays of highly combustible goods and similar items in the mall.						
	Initial	<u>\$699.00-</u>	<u>\$727.00</u>	1001	12903	430629	Other Fire Prevention Permits
	Renewal	<u>\$696.00-</u>	<u>\$724.00</u>	1001	12903	430629	Other Fire Prevention Permits
	B. The display of liquid or gas fired equipment in the mall.						
	Initial	<u>\$699.00-</u>	<u>\$727.00</u>	1001	12903	430629	Other Fire Prevention Permits
	Renewal	<u>\$696.00-</u>	<u>\$724.00</u>	1001	12903	430629	Other Fire Prevention Permits
	C. To use open-flame or flame-producing equipment in the mall.						
	Initial	<u>\$699.00-</u>	<u>\$727.00</u>	1001	12903	430629	Other Fire Prevention Permits
	Renewal	<u>\$696.00-</u>	<u>\$724.00</u>	1001	12903	430629	Other Fire Prevention Permits
105.7.16 CFC 105.6.43 CFC	Temporary membrane structures and tents. An operational permit is required to operate an air supported temporary membrane structure or a tent having an area in excess of 400 square feet.						
		<u>\$295.00-</u>	<u>\$307.00</u>	1001	12903	430629	Other Fire Prevention Permits
105.6 CFC 105.7 CFC	Temporary fire safety operations. Any permit (authorized under CFC 105.6 or 105.7) for a time period not exceeding six (6) months. After-hours review or inspection fee may apply.						
		<u>\$196.00-</u>	<u>\$204.00</u>	1001	12903	430629	Other Fire Prevention Permits
16.52.150 (g) SMC	Institutions. (Hospitals, Board and Care, Day Care, Residential Care). (Annual)						
	A. Commercial Day Care (15-49 persons)						
	Initial	<u>\$515.00-</u>	<u>\$536.00</u>	1001	12903	430629	Other Fire Prevention Permits
	Renewal	<u>\$441.00-</u>	<u>\$459.00</u>	1001	12903	430629	Other Fire Prevention Permits
	B. Residential Care Facility (7 to 49 persons)						
	Initial	<u>\$617.00-</u>	<u>\$642.00</u>	1001	12903	430629	Other Fire Prevention Permits
	Renewal	<u>\$441.00-</u>	<u>\$459.00</u>	1001	12903	430629	Other Fire Prevention Permits
	C. Hospitals, Commercial Day Care/Res. Care (over 50 persons)						
	Initial	<u>\$721.00-</u>	<u>\$750.00</u>	1001	12903	430629	Other Fire Prevention Permits
	Renewal	<u>\$441.00-</u>	<u>\$459.00</u>	1001	12903	430629	Other Fire Prevention Permits

	<u>Fiscal Year 2020/21</u>	<u>Fiscal Year 2021/22</u>	<u>Oracle Fund</u>	<u>Oracle Program</u>	<u>Natural Account</u>	<u>Natural Account Title</u>
FIRE PREVENTION PERMITS AND FEES (cont'd)						
<u>Fire Prevention/Inspection/Service Fee</u>						
Technology Fee (Annual per consolidated permit)	\$27.00	\$28.00	7027	12903	430629	Other Fire Prevention Permits
Fire Protection System Maintenance Testing and Inspection Electronic Report Submittal	\$15 per regulated system per year	\$15 per regulated system per year	N/A	N/A	N/A	N/A
Inspections/Standby Time/Plan Review						
Work day after hours - Per hour	\$147.00	\$153.00	1001	12903	430629	Other Fire Prevention Permits
E.C. Standby Time - Per Hour	Actual Cost	Actual Cost	1001	12201	432361	Fire Inspection Fees
Fire Prevention Re-Inspection	\$147.00	\$153.00	1001	12903	430629	Other Fire Prevention Permits
Inspection cancellation fee without notice	\$260.00	\$270.00	1001	12903	430629	Other Fire Prevention Permits
Single Violations	\$217.00	\$226.00	1001	12201	432361	Fire Inspection Fees
Multiple Violations	\$653.00	\$679.00	1001	12201	432361	Fire Inspection Fees
Apartment Buildings and Complexes. An inspection is required for the health and welfare of apartment residents.						
3-8 Units (Annual)	\$333.00	\$346.00	1001	12201	432361	Fire Inspection Fees
9-19 Units (Annual)	\$349.00	\$363.00	1001	12201	432361	Fire Inspection Fees
20-49 Units (Annual)	\$446.00	\$464.00	1001	12201	432361	Fire Inspection Fees
50-149 Units (Annual)	\$829.00	\$862.00	1001	12201	432361	Fire Inspection Fees
150-299 Units (annual)	\$1,212.00	\$1,260.00	1001	12201	432361	Fire Inspection Fees
300+ Units (Annual)	\$1,594.00	\$1,658.00	1001	12201	432361	Fire Inspection Fees
E.C. Re-Inspection	\$159.00	\$165.00	1001	12201	432361	Fire Inspection Fees
Hotels. An inspection is required for the health and welfare of hotel employees and guests.						
Less than 50 Units (Annual)	\$598.00	\$622.00	1001	12201	432361	Fire Inspection Fees
50-149 Units (Annual)	\$1,075.00	\$1,118.00	1001	12201	432361	Fire Inspection Fees
150-299 Units (Annual)	\$1,075.00	\$1,118.00	1001	12201	432361	Fire Inspection Fees
300 + Units (Annual)	\$2,031.00	\$2,112.00	1001	12201	432361	Fire Inspection Fees
E.C. Re-Inspection	\$159.00	\$165.00	1001	12201	432361	Fire Inspection Fees
High Rises. An inspection of high rise buildings is required.						
Per Floor < 40,000 sq feet	\$441.00	\$459.00	1001	12201	432361	Fire Inspection Fees
Per Floor > 40,000 sq feet	\$441.00	\$459.00	1001	12201	432361	Fire Inspection Fees
E.C. Re-Inspection	\$154.00	\$160.00	1001	12201	432361	Fire Inspection Fees
Community Care State Licensing Pre-Inspection (HSC 13235)						
Pre-inspection of community care facility, residential care facility, or child day care facility. (Per hour)	\$147.00	\$153.00	1001	12903	430629	Other Fire Prevention Permits
<u>Late Application Fee</u>						
Upon failure to obtain required permit, failure to renew annual permit or failure to pay required fees; applicable 30 days after due date. (Per month)	20% of Dollar Amount Owed	20% of Dollar Amount Owed	1001	12903	431012	Late Payment/Delinquency Penalty

		<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
<u>SECTION 7.09 HAZARDOUS MATERIALS AND CERTIFIED UNIFIED PROGRAM AGENCIES (CUPA) PERMITS</u>							
<i>Pursuant to the California Environmental Protection Agency's approval of Sunnyvale's application to serve as the Certified Unified Program Agency (CUPA) for the City, the City of Sunnyvale assumes authority and responsibility within the City for the unified hazardous waste and hazardous materials management regulatory program established by Health and Safety Code, Division 20, Chapter 6.11, Section 25404.</i>							
<i>Public Schools are exempt from Permit Fees</i>							
105.6.20 CFC	Toxic gases. To store, dispense, use or handle moderately toxic, toxic and highly toxic gases.						
	The fee is determined by the quantity of toxic gas stored on-site. Only one of the two fees listed below will apply at each facility. (Annual Fee)						
	Toxic and highly toxic gases and moderately toxic gas having a LC50 more than 3000 ppm in aggregate quantities below the maximum allowable quantity (MAQ).						
	Primary	<u>\$1,347.00-</u>	<u>\$1,401.00</u>	1001	12901	430622	Hazardous Materials Permits
	Secondary	<u>\$625.00-</u>	<u>\$650.00</u>	1001	12901	430622	Hazardous Materials Permits
105.6.20 CFC	Toxic and highly toxic gases and moderately toxic gases having a LC50 less than or equal to 3000 ppm in aggregate quantities exceeding the maximum allowable quantity (MAQ).						
	Primary	<u>\$1,761.00-</u>	<u>\$1,831.00</u>	1001	12901	430622	Hazardous Materials Permits
	Secondary	<u>\$822.00-</u>	<u>\$855.00</u>	1001	12901	430622	Hazardous Materials Permits
	Toxic Gas Closure Plan. To review and process a closure plan for facilities using regulated gases. (Each)						
		<u>\$2,202.00-</u>	<u>\$2,290.00</u>	1001	12901	430622	Hazardous Materials Permits
20.10.50 SMC	Underground Tank Removal or Decommissioning. To remove or decommission any flammable liquid, combustible liquid, or hazardous chemical tank. (Per tank occurrence)						
		<u>\$2,090.00-</u>	<u>\$2,174.00</u>	1001	12901	430621	CUPA Permits
105.6.2 CFC	Carbon Dioxide Beverage Dispensing. Required for carbon dioxide systems used in beverage dispensing applications having more than 100 pounds of carbon dioxide.						
	Primary	<u>\$995.00-</u>	<u>\$1,035.00</u>	1001	12901	430622	Hazardous Materials Permits
	Secondary	<u>\$463.00-</u>	<u>\$482.00</u>	1001	12901	430622	Hazardous Materials Permits

		<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
HAZARDOUS MATERIALS AND CUPA PERMITS (cont'd)							
105.6.20 CFC	<u>SMALL QUANTITIES.</u> To store or handle up to						
20.10.50 SMC	and including 500 lbs. as a solid, up to and						
16.52.105 SMC	including 55 gallons as a liquid, and up to						
	and including 200 cubic feet as a compressed						
	gas at standard temperature and pressure:						
	For up to two categories of the following						
	Department of Transportation Hazard						
	Categories. (Annual)						
	Primary	<u>\$907.00-</u>	<u>\$943.00</u>	1001	12901	430622	Hazardous Materials Permits
	Secondary	<u>\$423.00-</u>	<u>\$440.00</u>	1001	12901	430622	Hazardous Materials Permits
	For three or more categories of the following						
	Department of Transportation Hazard						
	Categories. (Annual)						
	Primary	<u>\$1,074.00-</u>	<u>\$1,117.00</u>	1001	12901	430622	Hazardous Materials Permits
	Secondary	<u>\$500.00-</u>	<u>\$520.00</u>	1001	12901	430622	Hazardous Materials Permits
20.10.50 SMC,	by the California Fire Code, SMC or Chapter 6.95						
105.6.20 CFC	of Division 20 of the Health & Safety Code that						
16.52.105 SMC	are not categorized by the Department of						
	Transportation:						
	For up to two regulated hazard classes						
	Primary	<u>\$939.00-</u>	<u>\$977.00</u>	1001	12901	430622	Hazardous Materials Permits
	Secondary	<u>\$436.00-</u>	<u>\$453.00</u>	1001	12901	430622	Hazardous Materials Permits
	For three or more regulated hazard classes						
	Primary	<u>\$1,074.00-</u>	<u>\$1,117.00</u>	1001	12901	430622	Hazardous Materials Permits
	Secondary	<u>\$500.00-</u>	<u>\$520.00</u>	1001	12901	430622	Hazardous Materials Permits
Hazardous Class Table:							
<u>Class</u>	<u>Materials</u>						
2.1	Flammable Gas						
2.2	Non-Flammable Compressed Gas						
2.3	Poisonous Gas						
3	Flammable (and Combustible) Liquids						
4.1	Flammable Solids						
4.2	Spontaneously Combustible						
4.3	Dangerous When Wet						
5.1	Oxidizer						
5.2	Organic Peroxide						
6.1	Poison Materials						
6.2	Infectious Substances (Etiological Agents)						
8	Corrosives						
9	Miscellaneous Hazardous Materials						

		<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
HAZARDOUS MATERIALS AND CUPA PERMITS (cont'd)							
20.10.50 SMC	HAZARDOUS MATERIALS BUSINESS PLAN (HMBP)						
105.6.20 CFC							
16.52.105 SMC							
	<u>LARGE (HMBP) QUANTITIES.</u> To store or handle quantities in excess of the foregoing of any regulated materials which are categorized by Department of Transportation.						
	2.1 -- Flammable Gas						
	Quantity Range 1 & 2 (Annual)						
Primary		<u>\$937.00-</u>	<u>\$974.00</u>	1001	12901	430621	CUPA Permits
Secondary		<u>\$436.00-</u>	<u>\$453.00</u>	1001	12901	430621	CUPA Permits
	Quantity Range 3, 4, 5 (Annual)						
Primary		<u>\$1,212.00-</u>	<u>\$1,260.00</u>	1001	12901	430621	CUPA Permits
Secondary		<u>\$564.00-</u>	<u>\$587.00</u>	1001	12901	430621	CUPA Permits
	2.2 -- Non-Flammable Compressed Gas						
	Quantity Range 1 & 2 (Annual)						
Primary		<u>\$937.00-</u>	<u>\$974.00</u>	1001	12901	430621	CUPA Permits
Secondary		<u>\$436.00-</u>	<u>\$453.00</u>	1001	12901	430621	CUPA Permits
	Quantity Range 3, 4, 5 (Annual)						
Primary		<u>\$1,212.00-</u>	<u>\$1,260.00</u>	1001	12901	430621	CUPA Permits
Secondary		<u>\$564.00-</u>	<u>\$587.00</u>	1001	12901	430621	CUPA Permits
	2.3 -- Poison Gas						
	Quantity Range 1 & 2 (Annual)						
Primary		<u>\$937.00-</u>	<u>\$974.00</u>	1001	12901	430621	CUPA Permits
Secondary		<u>\$436.00-</u>	<u>\$453.00</u>	1001	12901	430621	CUPA Permits
	Quantity Range 3, 4, 5 (Annual)						
Primary		<u>\$1,212.00-</u>	<u>\$1,260.00</u>	1001	12901	430621	CUPA Permits
Secondary		<u>\$564.00-</u>	<u>\$587.00</u>	1001	12901	430621	CUPA Permits
	3 -- Flammable (and Combustible) Liquids						
	Quantity Range 1 & 2 (Annual)						
Primary		<u>\$937.00-</u>	<u>\$974.00</u>	1001	12901	430621	CUPA Permits
Secondary		<u>\$436.00-</u>	<u>\$453.00</u>	1001	12901	430621	CUPA Permits
	Quantity Range 3, 4, 5 (Annual)						
Primary		<u>\$1,212.00-</u>	<u>\$1,260.00</u>	1001	12901	430621	CUPA Permits
Secondary		<u>\$564.00-</u>	<u>\$587.00</u>	1001	12901	430621	CUPA Permits
	4.1 -- Flammable Solids						
	Quantity Range 1 & 2 (Annual)						
Primary		<u>\$937.00-</u>	<u>\$974.00</u>	1001	12901	430621	CUPA Permits
Secondary		<u>\$436.00-</u>	<u>\$453.00</u>	1001	12901	430621	CUPA Permits
	Quantity Range 3, 4, 5 (Annual)						
Primary		<u>\$1,212.00-</u>	<u>\$1,260.00</u>	1001	12901	430621	CUPA Permits
Secondary		<u>\$564.00-</u>	<u>\$587.00</u>	1001	12901	430621	CUPA Permits

	<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
HAZARDOUS MATERIALS AND CUPA PERMITS (cont'd)						
4.2 -- Spontaneously Combustible						
Quantity Range 1 & 2 (Annual)						
Primary	\$937.00	\$974.00	1001	12901	430621	CUPA Permits
Secondary	\$436.00	\$453.00	1001	12901	430621	CUPA Permits
Quantity Range 3, 4, 5 (Annual)						
Primary	\$1,212.00	\$1,260.00	1001	12901	430621	CUPA Permits
Secondary	\$564.00	\$587.00	1001	12901	430621	CUPA Permits
4.3 -- Dangerous When Wet						
Quantity Range 1 & 2 (Annual)						
Primary	\$937.00	\$974.00	1001	12901	430621	CUPA Permits
Secondary	\$436.00	\$453.00	1001	12901	430621	CUPA Permits
Quantity Range 3, 4, 5 (Annual)						
Primary	\$1,212.00	\$1,260.00	1001	12901	430621	CUPA Permits
Secondary	\$564.00	\$587.00	1001	12901	430621	CUPA Permits
5.1 -- Oxidizer						
Quantity Range 1 & 2 (Annual)						
Primary	\$937.00	\$974.00	1001	12901	430621	CUPA Permits
Secondary	\$436.00	\$453.00	1001	12901	430621	CUPA Permits
Quantity Range 3, 4, 5 (Annual)						
Primary	\$1,212.00	\$1,260.00	1001	12901	430621	CUPA Permits
Secondary	\$564.00	\$587.00	1001	12901	430621	CUPA Permits
5.2 -- Organic Peroxide						
Quantity Range 1 & 2 (Annual)						
Primary	\$937.00	\$974.00	1001	12901	430621	CUPA Permits
Secondary	\$436.00	\$453.00	1001	12901	430621	CUPA Permits
Quantity Range 3, 4, 5 (Annual)						
Primary	\$1,212.00	\$1,260.00	1001	12901	430621	CUPA Permits
Secondary	\$564.00	\$587.00	1001	12901	430621	CUPA Permits
6.1 -- Poison Materials						
Quantity Range 1 & 2 (Annual)						
Primary	\$937.00	\$974.00	1001	12901	430621	CUPA Permits
Secondary	\$436.00	\$453.00	1001	12901	430621	CUPA Permits
Quantity Range 3, 4, 5 (Annual)						
Primary	\$1,212.00	\$1,260.00	1001	12901	430621	CUPA Permits
Secondary	\$564.00	\$587.00	1001	12901	430621	CUPA Permits
6.2 -- Infectious Substances (Etiological Agents)						
Quantity Range 1 & 2 (Annual)						
Primary	\$937.00	\$974.00	1001	12901	430621	CUPA Permits
Secondary	\$436.00	\$453.00	1001	12901	430621	CUPA Permits
Quantity Range 3, 4, 5 (Annual)						
Primary	\$1,212.00	\$1,260.00	1001	12901	430621	CUPA Permits
Secondary	\$564.00	\$587.00	1001	12901	430621	CUPA Permits

		<u>Fiscal Year 2020/21</u>	<u>Fiscal Year 2021/22</u>	<u>Oracle Fund</u>	<u>Oracle Program</u>	<u>Natural Account</u>	<u>Natural Account Title</u>
HAZARDOUS MATERIALS AND CUPA PERMITS (cont'd)							
	8 -- Corrosives						
	Quantity Range 1 & 2 (Annual)						
	Primary	\$937.00	\$974.00	1001	12901	430621	CUPA Permits
	Secondary	\$436.00	\$453.00	1001	12901	430621	CUPA Permits
	Quantity Range 3, 4, 5 (Annual)						
	Primary	\$1,212.00	\$1,260.00	1001	12901	430621	CUPA Permits
	Secondary	\$564.00	\$587.00	1001	12901	430621	CUPA Permits
	9 -- Miscellaneous Hazardous Materials						
	Quantity Range 1 & 2 (Annual)						
	Primary	\$937.00	\$974.00	1001	12901	430621	CUPA Permits
	Secondary	\$436.00	\$453.00	1001	12901	430621	CUPA Permits
	Quantity Range 3, 4, 5 (Annual)						
	Primary	\$1,212.00	\$1,260.00	1001	12901	430621	CUPA Permits
	Secondary	\$564.00	\$587.00	1001	12901	430621	CUPA Permits
105.6.20 CFC, 20.10.50 SMC	To store or handle hazardous materials regulated by the California Fire Code, SMC or Chapter 6.95 of Division 20 of the Health & Safety Code that are not categorized by the Department of Transportation:						
	Quantity Range 1 & 2 (Annual)						
	Primary	\$937.00	\$974.00	1001	12901	430621	CUPA Permits
	Secondary	\$436.00	\$453.00	1001	12901	430621	CUPA Permits
	Quantity Range 3, 4, 5 (Annual)						
	Primary	\$1,212.00	\$1,260.00	1001	12901	430621	CUPA Permits
	Secondary	\$564.00	\$587.00	1001	12901	430621	CUPA Permits
105.6.10 CFC	To store, use or handle cryogenic gases. (Cryogenic fees shall be assessed under this fee category, not as a DOT regulated material.)						
	Quantity Range 1 & 2 (Annual)						
	Primary	\$1,074.00	\$1,117.00	1001	12901	430621	CUPA Permits
	Secondary	\$500.00	\$520.00	1001	12901	430621	CUPA Permits
	Quantity Range 3, 4, 5 (Annual)						
	Primary	\$1,212.00	\$1,260.00	1001	12901	430621	CUPA Permits
	Secondary	\$564.00	\$587.00	1001	12901	430621	CUPA Permits
105.6 CFC	To operate an underground storage tank regulated by SMC Title 21. This fee is in addition to any hazard class fee. (Per tank annual)						
	Primary	\$2,271.00	\$2,362.00	1001	12901	430621	CUPA Permits
	Secondary	\$1,057.00	\$1,099.00	1001	12901	430621	CUPA Permits

		<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
HAZARDOUS MATERIALS AND CUPA PERMITS (cont'd)							
105.6 CFC	To close a hazardous materials storage facility (other than tanks). Each occurrence where 4 or more hours are expended.						
	Small Quantity	\$1,930.00	\$2,007.00	1001	12901	430621	CUPA Permits
	Large Quantity	\$2,204.00	\$2,292.00	1001	12901	430621	CUPA Permits
105.6 CFC	Temporary hazardous materials permit.						
105.7 CFC	Any permit (authorized under CFC 105.6 or 105.7) issued for a time period not exceeding six (6) months. Review and inspection (Per hour).	\$275.00	\$286.00	1001	12901	430622	Hazardous Materials Permits
	Re-Inspection Fee	\$368.00	\$383.00	1001	12901	430622	Hazardous Materials Permits
	Overtime Inspection Fee (Per hour)	\$344.00	\$358.00	1001	12901	430622	Hazardous Materials Permits
	Late Application Fee	20% of Dollar Amount	20% of Dollar Amount	1001	12901	430622	Hazardous Materials Permits
<u>Quantity Range # Range Amounts</u>							
1	Less than 500 pounds for solids, Less than 55 gallons for liquids, and Less than 200 cubic feet at STP for compressed gases.						
2	Between 500 and 5,000 pounds for solids, Between 55 and 550 gallons for liquids, and Between 200 and 2,000 cubic feet at STP for compressed gases.						
3	Between 5,000 and 25,000 pounds for solids, Between 550 and 2,750 gallons for liquids, and Between 2,000 and 10,000 cubic feet at STP for compressed gases.						
4	Between 25,000 and 50,000 pounds for solids, Between 2,750 and 5,500 gallons for liquids, and Between 10,000 and 20,000 cubic feet at STP for compressed gases.						
5	More than 50,000 pounds for solids, More than 5,500 gallons for liquids, and More than 20,000 cubic feet at STP for compressed gases.						
<u>Consultation Fee.</u> Review of Hazardous Materials Management Plans (HMMPs) and/or business files by consultants with Hazardous Materials Inspectors or other members of the Fire Prevention Bureau (minimum one half hour charge). Note: This is not intended to require a facility to pay a fee to discuss/review its own HMMP/business file with a member of the Fire Prevention Bureau. (Per hour).		\$275.00	\$286.00	1001	12901	430621	CUPA Permits
<u>Re-inspection Fee.</u> Hazardous Materials after first re-inspection (each inspection)		\$358.00	\$372.00	1001	12901	430622	Hazardous Materials Permits
<u>Overtime Inspection Fee.</u> Hazardous Materials, upon request. (Per hour)		\$344.00	\$358.00	1001	12901	430622	Hazardous Materials Permits

		Fiscal Year 2020/21	Fiscal Year 2021/22	Oracle Fund	Oracle Program	Natural Account	Natural Account Title
HAZARDOUS MATERIALS AND CUPA PERMITS (cont'd)							
	<u>Late Application Fee.</u> Upon failure to obtain required permit, failure to renew annual permit, or failure to pay required fees. Applicable 30 days after due date. (Per month)	20% of Dollar Amount Owed	20% of Dollar Amount Owed	1001	12901	430622	Hazardous Materials Permits
20.10.030 SMC	<u>Annual Hazardous Waste Treatment</u> (billed for highest tier only)						
	Permit by Rule	\$3,002.00-	\$3,122.00	1001	12901	430621	CUPA Permits
	Conditionally Authorized	\$2,175.00-	\$2,262.00	1001	12901	430621	CUPA Permits
	Conditionally Exempt	\$1,167.00-	\$1,214.00	1001	12901	430621	CUPA Permits
20.10.030 SMC	<u>Annual Hazardous Waste Generator Fees</u>						
	Additional fee for each contiguous hazardous waste generator facility with same EPA ID#	\$89.00-	\$93.00	1001	12901	430621	CUPA Permits
	Used Oil Only	\$1,030.00-	\$1,071.00	1001	12901	430621	CUPA Permits
	Primary	\$479.00-	\$498.00	1001	12901	430621	CUPA Permits
	Secondary						
	<100 kg/year	\$1,030.00-	\$1,071.00	1001	12901	430621	CUPA Permits
	Primary	\$479.00-	\$498.00	1001	12901	430621	CUPA Permits
	Secondary						
	<5 tons/year	\$1,030.00-	\$1,071.00	1001	12901	430621	CUPA Permits
	Primary	\$479.00-	\$498.00	1001	12901	430621	CUPA Permits
	Secondary						
	5 - <25 tons/year	\$1,485.00-	\$1,544.00	1001	12901	430621	CUPA Permits
	Primary	\$692.00-	\$720.00	1001	12901	430621	CUPA Permits
	Secondary						
	25 - <50 tons/year	\$1,483.00-	\$1,542.00	1001	12901	430621	CUPA Permits
	Primary	\$689.00-	\$717.00	1001	12901	430621	CUPA Permits
	Secondary						
	50 - <250 tons/year	\$1,938.00-	\$2,016.00	1001	12901	430621	CUPA Permits
	Primary	\$901.00-	\$937.00	1001	12901	430621	CUPA Permits
	Secondary						
	250 - <500 tons/year	\$1,938.00-	\$2,016.00	1001	12901	430621	CUPA Permits
	Primary	\$901.00-	\$937.00	1001	12901	430621	CUPA Permits
	Secondary						
	500 - <1,000 tons/year	\$1,938.00-	\$2,016.00	1001	12901	430621	CUPA Permits
	Primary	\$901.00-	\$937.00	1001	12901	430621	CUPA Permits
	Secondary						
	1,000 - 2,000 tons/year	\$1,938.00-	\$2,016.00	1001	12901	430621	CUPA Permits
	Primary	\$901.00-	\$937.00	1001	12901	430621	CUPA Permits
	Secondary						
	2,000 tons/year	\$1,938.00-	\$2,016.00	1001	12901	430621	CUPA Permits
	Primary	\$901.00-	\$937.00	1001	12901	430621	CUPA Permits
	Secondary						

		<u>Fiscal Year 2020/21</u>	<u>Fiscal Year 2021/22</u>	<u>Oracle Fund</u>	<u>Oracle Program</u>	<u>Natural Account</u>	<u>Natural Account Title</u>
HAZARDOUS MATERIALS AND CUPA PERMITS (cont'd)							
20.10.030 SMC	<u>California Accidental Release Prevention (CalARP) Program</u>						
	Registration	<u>\$552.00-</u>	<u>\$574.00</u>	1001	12901	430621	CUPA Permits
	Review of Risk Management Plans (Charge per hour)	<u>\$275.00-</u>	<u>\$286.00</u>	1001	12901	430621	CUPA Permits
	Required Non-routine Inspections (Charge per hour)	<u>\$368.00-</u>	<u>\$383.00</u>	1001	12901	430621	CUPA Permits
	CalARP Annual Inspection Fee - Program Level 1						
	Primary	<u>\$1,305.00-</u>	<u>\$1,357.00</u>	1001	12901	430621	CUPA Permits
	Secondary	<u>\$608.00-</u>	<u>\$632.00</u>	1001	12901	430621	CUPA Permits
	CalARP Annual Inspection Fee - Program Level 2 & 3						
	Primary	<u>\$1,664.00-</u>	<u>\$1,731.00</u>	1001	12901	430621	CUPA Permits
	Secondary	<u>\$773.00-</u>	<u>\$804.00</u>	1001	12901	430621	CUPA Permits
20.10.030 SMC	<u>Aboveground Petroleum Storage Act (APSA)</u>						
	Annual Inspection Fee						
	Single Source	<u>\$1,030.00-</u>	<u>\$1,071.00</u>	1001	12901	430621	CUPA Permits
	Multiple Source	<u>\$1,250.00-</u>	<u>\$1,300.00</u>	1001	12901	430621	CUPA Permits
	Technology Fee (Annual per consolidated permit)	<u>\$27.00-</u>	<u>\$28.00</u>	7027	12901	430622	Hazardous Materials Permits
	<u>Annual Unified Program State Service Fees</u>						
	Unified Program Facility	<u>As Set by State</u>	<u>As Set by State</u>	1001			
	Underground Tank (Each)	<u>As Set by State</u>	<u>As Set by State</u>	1001			
	CalARP Facility	<u>As Set by State</u>	<u>As Set by State</u>	1001			
	APSA Fee (Per regulated facility)	<u>As Set by State</u>	<u>As Set by State</u>	1001			

	<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
SECTION 7.10 ANIMAL CONTROL SERVICES FEES AND CHARGES						
A. Animal Licensing Fee (not transferable) ¹						
Altered Dog ²						
One Year	\$22.00	\$22.00	1001	12107	432181	Animal Control Fees
Two Years	\$32.00	\$32.00	1001	12107	432181	Animal Control Fees
Three Years	\$42.00	\$42.00	1001	12107	432181	Animal Control Fees
Unaltered Dog ²						
One Year	\$74.00	\$74.00	1001	12107	432181	Animal Control Fees
Altered Cat ²						
One Year	\$11.00	\$11.00	1001	12107	432181	Animal Control Fees
Two Years	\$17.50	\$18.00	1001	12107	432181	Animal Control Fees
Three Years	\$23.00	\$23.00	1001	12107	432181	Animal Control Fees
Unaltered Cat ²						
One Year	\$37.00	\$37.00	1001	12107	432181	Animal Control Fees
Late Fee ³	\$25.00	\$25.00	1001	12107	432181	Animal Control Fees
Replacement Tag	\$5.00	\$5.00	1001	12107	432181	Animal Control Fees
 <u>Footnotes:</u>						
1 For owners 65 years old or older the fee applies to the second and additional animals only						
2 Rabies vaccination requirements apply to all licenses and licenses will not be issued beyond the validity of the vaccination.						
3 Due upon failure to license dog or cat by age of four months (state law), or within 30 days of acquisition, residency or license expiration.						
B. Impound Fees*						
CA Food and Agriculture Code 30804.7						
Humane Society Silicon Valley may impose additional fees						
Dogs and Cats	Included Below	Included Below	1001	12107	432181	Animal Control Fees
1st Offense	\$40.00	\$40.00	1001	12107	432181	Animal Control Fees
2nd Offense	\$75.00	\$75.00	1001	12107	432181	Animal Control Fees
3rd Offense and subsequent offenses	\$100.00	\$100.00	1001	12107	432181	Animal Control Fees
State fine for Intact (unaltered) pets (1st/2nd/3rd and subsequent offenses)	\$35.00/\$50.00/\$100.00	\$35.00/\$50.00/\$100.00	1001	12107	432181	Animal Control Fees
Other Small (bird, rabbit, etc.)	\$30.00	\$30.00	1001	12107	432181	Animal Control Fees
Other Large (horse, pig, goat, etc.)	\$75.00	\$75.00	1001	12107	432181	Animal Control Fees
* If an owner chooses to spay/neuter their impounded pet prior to release, the additional fine for intact (unaltered) pet will be waived. Further, if a pet is spayed/neutered within 60 days of redemption, the owner will receive a refund of the intact pet fine.						
C. Boarding Fees (per day or portion thereof)						
Unaltered Dogs	\$27.00	\$27.00	1001	12107	432181	Animal Control Fees
Altered Dogs	\$23.00	\$23.00	1001	12107	432181	Animal Control Fees
Unaltered Cats	\$27.00	\$27.00	1001	12107	432181	Animal Control Fees
Altered Cats	\$23.00	\$23.00	1001	12107	432181	Animal Control Fees
Other Small (bird, rabbit, etc.)	\$23.00	\$23.00	1001	12107	432181	Animal Control Fees
Other Large (horse, pig, goat, etc.)	\$27.00	\$27.00	1001	12107	432181	Animal Control Fees
Quarantine - Shelter	Up to 10 Days	Up to 10 Days				
	Boarding Fees	Boarding Fees	1001	12107	432181	Animal Control Fees
Quarantine	\$56.00	\$56.00	1001	12107	432181	Animal Control Fees

		<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
ANIMAL CONTROL SERVICES FEES AND CHARGES (cont'd)							
D.	Other Fees						
SMC 6.08.116	Field Service Charge, per trip	\$125.00-	\$130.00	1001	12107	432181	Animal Control Fees
	Animal Establishment Permit (New)	\$298.00-	\$310.00	1001	12107	432181	Animal Control Fees
	Animal Establishment Permit (Renewal)	\$53.00-	\$55.00	1001	12107	432181	Animal Control Fees
	Vicious Animal Permit (New)	\$298.00-	\$310.00	1001	12107	432181	Animal Control Fees
	Vicious Animal Permit (Renewal)	\$111.00-	\$115.00	1001	12107	432181	Animal Control Fees
	Inspection Fee	\$150.00-	\$156.00	1001	12107	432181	Animal Control Fees
	Re-Inspection Fee						
	First 1/2 hour (minimum)	\$43.00-	\$45.00	1001	12107	432181	Animal Control Fees
	Each Hour	\$89.00-	\$93.00	1001	12107	432181	Animal Control Fees
	Return to Owner Fee						
	Altered Dog or Cat	\$25.00-	\$25.00	1001	12107	432181	Animal Control Fees
	Unaltered Dog or Cat (includes a \$50 return to owner fee)	Included Below	Included Below	1001	12107	432181	Animal Control Fees
	1st Offense	\$50.00-	\$50.00	1001	12107	432181	Animal Control Fees
	2nd Offense	\$75.00-	\$75.00	1001	12107	432181	Animal Control Fees
	3rd Offense and subsequent offenses	\$100.00-	\$100.00	1001	12107	432181	Animal Control Fees
	Other Small (bird, rabbit, etc.)	\$25.00-	\$25.00	1001	12107	432181	Animal Control Fees
	Other Large (horse, pig, goat, etc.)	\$50.00-	\$50.00	1001	12107	432181	Animal Control Fees
	Deceased Animal	\$25.00-	\$25.00	1001	12107	432181	Animal Control Fees
<u>SECTION 7.11 CIVIL PENALTIES FOR PARKING VIOLATIONS</u>							
SMC 9.24.180	Abandoned Car - 72 hours	\$53.00-	\$53.00	1001	12108	431052	Parking Violation Fines
SMC 10.16.020	Obedience to Signs or Parking Space Marking	\$53.00-	\$53.00	1001	12108	431052	Parking Violation Fines
SMC 10.16.030	Emergency Parking; Street Repair	\$70.00-	\$70.00	1001	12108	431052	Parking Violation Fines
SMC 10.16.040	Parking on City Property	\$53.00-	\$53.00	1001	12108	431052	Parking Violation Fines
SMC 10.16.060	Parking Adjacent to Schools	\$53.00-	\$53.00	1001	12108	431052	Parking Violation Fines
SMC 10.16.080	Parking Parallel with Curb	\$53.00-	\$53.00	1001	12108	431052	Parking Violation Fines
SMC 10.16.090	Angle Parking	\$53.00-	\$53.00	1001	12108	431052	Parking Violation Fines
SMC 10.16.100	Parking on Narrow Streets	\$53.00-	\$53.00	1001	12108	431052	Parking Violation Fines
SMC 10.16.110	Standing in Parkways Prohibited	\$53.00-	\$53.00	1001	12108	431052	Parking Violation Fines
SMC 10.16.120	Use of Streets for Storage of Vehicles	\$53.00-	\$53.00	1001	12108	431052	Parking Violation Fines
SMC 10.16.140	Parking for Certain Purposes	\$70.00-	\$70.00	1001	12108	431052	Parking Violation Fines
SMC 10.16.150	Parking on Private Property Prohibited	\$53.00-	\$53.00	1001	12108	431052	Parking Violation Fines
SMC 10.16.160	Commercial Vehicles in Residential District	\$70.00-	\$70.00	1001	12108	431052	Parking Violation Fines
SMC 10.16.170	Vehicles Transporting Property for Hire	\$53.00-	\$53.00	1001	12108	431052	Parking Violation Fines
SMC 10.24.010	Parking Prohibited / Certain Streets	\$53.00-	\$53.00	1001	12108	431052	Parking Violation Fines
SMC 10.24.015	Commercial Vehicle on Certain Streets	\$111.00-	\$111.00	1001	12108	431052	Parking Violation Fines
SMC 10.24.020	Parking Prohibited / Certain Hours	\$53.00-	\$53.00	1001	12108	431052	Parking Violation Fines
SMC 10.24.030	Time Limitations	\$53.00-	\$53.00	1001	12108	431052	Parking Violation Fines
SMC 10.26.060	Preferential Parking Prohibitions	\$53.00-	\$53.00	1001	12108	431052	Parking Violation Fines
SMC 10.36.040 (b)	Loading Zone / Time Limit	\$53.00-	\$53.00	1001	12108	431052	Parking Violation Fines
SMC 10.36.050	Loading Zone / Parking Prohibited	\$53.00-	\$53.00	1001	12108	431052	Parking Violation Fines
SMC 10.36.060	Passenger Zone / Park Restricted	\$53.00-	\$53.00	1001	12108	431052	Parking Violation Fines

		<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
CIVIL PENALTIES FOR PARKING VIOLATIONS (cont'd)							
SMC 10.36.065	Disabled Parking	\$317.00-	\$317.00	1001	12108	431052	Parking Violation Fines
SMC 10.36.070	Parking in Alleys	\$53.00-	\$53.00	1001	12108	431052	Parking Violation Fines
SMC 10.36.090	Bus Zone / Parking Prohibited	\$271.00-	\$271.00	1001	12108	431052	Parking Violation Fines
SMC 19.46.140	Parking in Front and/or Side Yards	\$53.00-	\$53.00	1001	12108	431052	Parking Violation Fines
CVC 21113(A)	Parked on Public Ground	\$53.00-	\$53.00	1001	12108	431052	Parking Violation Fines
CVC 21210	Bicycle Parking	\$53.00-	\$53.00	1001	12108	431052	Parking Violation Fines
CVC 22500(A-H)	Park, Stop, Stand Violation	\$53.00-	\$53.00	1001	12108	431052	Parking Violation Fines
CVC 22500 (I)	Bus Loading Zone	\$271.00-	\$271.00	1001	12108	431052	Parking Violation Fines
CVC 22500(J-K)	Park, Stop, Stand Violation	\$53.00-	\$53.00	1001	12108	431052	Parking Violation Fines
CVC 22500(L)	Block Wheelchair Access Ramp	\$317.00-	\$317.00	1001	12108	431052	Parking Violation Fines
CVC 22500.1	Parked in a Fire Lane	\$60.00-	\$60.00	1001	12108	431052	Parking Violation Fines
CVC 22502 (A,E)	Park in Direction of Flow (18" of Curb)	\$53.00-	\$53.00	1001	12108	431052	Parking Violation Fines
CVC 22505 (B)	Park on State Highway	\$53.00-	\$53.00	1001	12108	431052	Parking Violation Fines
CVC 22507.8 (A)	Disabled Parking Only	\$317.00-	\$317.00	1001	12108	431052	Parking Violation Fines
CVC 22507.8 (B)	Block Handicap Space	\$317.00-	\$317.00	1001	12108	431052	Parking Violation Fines
CVC 22513	Tow Truck Stopping at Accident Scene	\$53.00-	\$53.00	1001	12108	431052	Parking Violation Fines
CVC 22514	Parking Within 15' of Fire Hydrant	\$61.00-	\$61.00	1001	12108	431052	Parking Violation Fines
CVC 22515	Unattended Vehicles	\$53.00-	\$53.00	1001	12108	431052	Parking Violation Fines
CVC 22521	Parking on Railroad Track	\$53.00-	\$53.00	1001	12108	431052	Parking Violation Fines
CVC 22522	Blocking Handicap Sidewalk Ramp	\$317.00-	\$317.00	1001	12108	431052	Parking Violation Fines
CVC 22526 (A)	Block Intersection / Gridlock	\$116.00-	\$116.00	1001	12108	431052	Parking Violation Fines
CVC 22526 (B)	Turning and Blocking Intersection / Gridlock	\$116.00-	\$116.00	1001	12108	431052	Parking Violation Fines
CVC 22951	Street and Alley Parking	\$53.00-	\$53.00	1001	12108	431052	Parking Violation Fines
CVC 23333	Park on Vehicular Crossing	\$53.00-	\$53.00	1001	12108	431052	Parking Violation Fines
CVC 38300	Off Highway Vehicle: Obey Parking Signs	\$53.00-	\$53.00	1001	12108	431052	Parking Violation Fines
CVC 22511.1	Zero Emissions Vehicle Parking Only	\$103.00-	\$103.00	1001	12108	431052	Parking Violation Fines
CVC 5204	Registration Tabs Required	\$53.00-	\$53.00	1001	12108	431052	Parking Violation Fines
CVC 4000(a)(1)	Unregistered Vehicle	\$53.00-	\$53.00	1001	12108	431052	Parking Violation Fines
		35% of	35% of				
CVC 40203.5(a)	Late Payment Penalty	Original Fine	Original Fine	1001	12108	431052	Parking Violation Fines
		10% of	10% of				
CVC 40203.6(a)	Additional Penalty for violation of Disabled/Handicap/ADA Parking	Civil Penalty	Civil Penalty	1001	12108	431052	Parking Violation Fines
CIVIL PENALTY REDUCTIONS							
CVC 40225	Proof of Correction: Valid License Plate Display	\$10.00-	\$10.00	1001	12108	431052	Parking Violation Fines
CVC 40226	Proof of Correction: Disabled Placard	\$25.00-	\$25.00	1001	12108	431052	Parking Violation Fines

Note: These are the most commonly cited violations. However, citations may also be issued for municipal code violations not listed here. For fine information for those violations refer to the Santa Clara County Traffic Bail Schedule. (http://www.sccourt.org/court_divisions/traffic/bail.shtml)

SECTION 7.12 ADMINISTRATIVE CITATIONS

All violations of the Sunnyvale Municipal Code enforced pursuant to Chapters 1.05 and 1.06 are governed by this schedule of fines:

Neighborhood Preservation Code Violations:

SMC Ch. 1.04	(1) First violation	\$100.00-	\$100.00	1001	12301	431053	Administrative Citations
SMC Ch. 1.05	(2) Second violation occurring within 12 months of the most recent citation date.	\$200.00-	\$200.00	1001	12301	431053	Administrative Citations
	(3) Third violation occurring within 12 months of the most recent citation date.	\$500.00-	\$500.00	1001	12301	431053	Administrative Citations
	Late Payments	10% per month	1% per month	1001	12301	431053	Administrative Citations

Fire Code Violations:

SMC Ch. 1.04	(1) First violation	\$100.00-	\$100.00	1001	12903	431054	Fire Code Violation Fines
SMC Ch. 1.05	(2) Second violation occurring within 12 months of the most recent citation date.	\$200.00-	\$200.00	1001	12903	431054	Fire Code Violation Fines
	(3) Third violation occurring within 12 months of the most recent citation date.	\$500.00-	\$500.00	1001	12903	431054	Fire Code Violation Fines
Reso. No. 1029-20	Late Payments	10% per month	1% per month	1001	12903	431054	Fire Code Violation Fines

Licensing/Permitting Code Violations

SMC Ch. 1.04	(1) First violation	\$100.00-	\$100.00	1001	12704	431059	Other Code Violation Fines
SMC Ch. 1.05	(2) Second violation occurring within 12 months of the most recent citation date.	\$200.00-	\$200.00	1001	12704	431059	Other Code Violation Fines
	(3) Third violation occurring within 12 months of the most recent citation date.	\$500.00-	\$500.00	1001	12704	431059	Other Code Violation Fines

Licensing/Permitting Non-Compliance Penalties

BPC Article 4	Secondhand Dealers/Pawnbroker Permit - One Owner	\$250.00	\$250.00	1001	12704	430655	Secondhand Dealer/Pawnbroker Permits
BPC Article 4	Firearms Sales	\$250.00	\$250.00	1001	12704	430682	Firearm Sales Permits
SMC Ch. 5.28	Peddler/Solicitor	\$250.00	\$250.00	1001	12704	432129	Other Public Safety Fees
SMC Ch. 5.36	Taxicabs/Taxicab Drivers	\$250.00	\$250.00	1001	12704	430653	Taxi Driver and Vehicle Permits
SMC Ch. 9.90	Alarms and Alarm Users	\$250.00	\$250.00	1001	12704	432129	Other Public Safety Fees
SMC Ch. 9.40	Adult Entertainment Establishments	\$250.00	\$250.00	1001	12704	430651	Adult Entertainment Permits
SMC Ch. 9.41	Massage Establishments/Massage Therapists	\$500.00	\$500.00	1001	12704	430652	Massage Establishment Permits
Reso. No. 1029-20	Late Payments	10% per month	1% per month	1001	12704	431059	Other Code Violation Fines

SECTION 7.13 ABATEMENT OF NUISANCES (SMC Ch. 9.26)

Direct cost of abatement	Actual Cost	Actual Cost	1001	12108	432129	Other Public Safety Fees
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	<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
DEPARTMENT OF PUBLIC WORKS						
* Per Government Code §66017, certain development processing fees and development impact fees are effective 60 days after adoption.						
* <u>SECTION 8.01 RIGHT OF WAY ENCROACHMENT</u>						
(All fees are per permit unless otherwise stated.)						
Each person, firm or corporation, except as hereinafter provided, making or proposing to make any encroachment as defined in Chapter 13.08 of the Sunnyvale Municipal Code, shall pay to the City at the time of issuance of the encroachment permit the following fees or charges:						
<u>Construction in Public Right of Way</u>						
A construction of 50 feet in length or less	<u>\$441.00</u>	<u>\$459.00</u>	6181	13904	430702	Minor Permit Application Fees
A construction of over 50 feet in length plus						
(for the first 50 feet)	<u>\$441.00</u>	<u>\$459.00</u>	6181	13904	430702	Minor Permit Application Fees
(for each additional 100 feet or fraction thereof)	<u>\$265.00</u>	<u>\$276.00</u>	6181	13904	430702	Minor Permit Application Fees
Traffic Control Plan Review Fee or Construction Management Plan Review Fee (each applicable)	<u>\$173.00</u>	<u>\$180.00</u>	6181	13904	430702	Minor Permit Application Fees
Refund for Permit Cancellation	<u>\$212.00</u>	<u>\$220.00</u>	6181	13904	430702	Minor Permit Application Fees
A re-inspection fee may be charged for each re-inspection when inspections are canceled with less than 2 working-hours' notice or the work is not ready for the inspection.						
	<u>\$212.00</u>	<u>\$220.00</u>	6181	13904	430702	Minor Permit Application Fees
Permit Extension (3 month increments)	<u>\$79.00</u>	<u>\$82.00</u>	6181	13904	430702	Minor Permit Application Fees
Permit Revision (after approval)	<u>\$181.00</u>	<u>\$188.00</u>	6181	13904	430702	Minor Permit Application Fees
<u>EXEMPTIONS:</u> The encroachment permit fee shall not be charged to those persons, firms or corporations required to perform construction in the Public Right of Way pursuant to the conditions of a general construction contract awarded to such person, firm or corporation by the City Council.						
<u>Occupancy of Public Right of Way/Public Easement and/or Encroachment/Maintenance</u>						
Right-of-way Usage Fee (for private fiber optic/network facilities) per linear foot	<u>\$22.00</u>	<u>\$23.00</u>	6181	13904	430732	Occupancy Encroachment
Application for private use of public right of way/ public easement (SMC 13.08.110)	<u>\$1,377.00</u>	<u>\$1,432.00</u>	6181	13904	430732	Occupancy Encroachment
<u>RIGHT OF ENTRY</u>						
To apply and obtain entry rights for activities on a property owned by the City. (Per Lot)	<u>\$620.00</u>	<u>\$645.00</u>	6181	13904	430732	Occupancy Encroachment

	<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
* <u>SECTION 8.02 DEVELOPMENT PROJECTS</u>						
Public Record Drawing Maintenance Fee (per Sheet)	<u>\$165.00</u>	<u>\$172.00</u>	6181	13907	430701	Major Permit Application Fees
<u>SUBDIVISION MAP / LEGAL PLAN REVIEW FEE</u>						
Planning Application Reviews (per project)						
a. All planning project reviews (base fees)	<u>\$436.00</u>	<u>\$453.00</u>	6181	13901	430737	Planning Applications
b. Project reviews with a Tentative Parcel Map (4 lots or less), or	<u>\$974.00</u>	<u>\$1,013.00</u>	6181	13901	430737	Planning Applications
Project reviews with a Tentative Map (5 lots or more),						
plus (if applicable)	<u>\$2,999.00</u>	<u>\$3,119.00</u>	6181	13901	430737	Planning Applications
c. Project reviews associated with major planning applications						
(such as projects with General Plan Amendment, Development						
Agreement, EIR, or projects within a Specific Plan or ITR areas, etc.)	<u>\$6,002.00</u>	<u>\$6,242.00</u>	6181	13901	430737	Planning Applications
Parcel Map Plan Check Fee (per Map)	<u>\$6,055.00</u>	<u>\$6,297.00</u>	6181	13905	430734	Subdivision Map Review
Tract/Final Map Plan Check (per Map)						
Low (1-parcel condo with 5 units or more)	<u>\$6,556.00</u>	<u>\$6,818.00</u>	6181	13905	430734	Subdivision Map Review
Medium (5-10 lots)	<u>\$7,103.00</u>	<u>\$7,387.00</u>	6181	13905	430734	Subdivision Map Review
High (11 - 50 lots)	<u>\$8,250.00</u>	<u>\$8,580.00</u>	6181	13905	430734	Subdivision Map Review
Complex (>50 lots)	<u>\$10,927.00</u>	<u>\$11,364.00</u>	6181	13905	430734	Subdivision Map Review
<i>NOTES: Three plan checks are included in the map fees. For each additional review, a 10% surcharge fee will apply and be paid at the time of each additional submittal.</i>						
Certificate of Compliance Fee (per certificate)	<u>\$684.00</u>	<u>\$711.00</u>	6181	13905	430734	Subdivision Map Review
Certificate of Correction/Amendment of Map (SMC 18.30,						
per certificate/amendment)	<u>\$527.00</u>	<u>\$548.00</u>	6181	13905	430734	Subdivision Map Review
Lot Line or Lot Merger Adjustment Fee (SMC 18.24, per application)	<u>\$1,962.00</u>	<u>\$2,040.00</u>	6181	13905	430734	Subdivision Map Review
plus per lot	<u>\$57.50</u>	<u>\$60.00</u>	6181	13905	430734	Subdivision Map Review
<i>NOTES: Three plan checks are included in the lot line or lot merger adjustment fees. For each additional review, a 10% surcharge fee will apply and be paid at the time of each additional submittal.</i>						
Public Easement Review Fee (such as Easement Deed for						
sidewalk or public utilities, etc., per easement)	<u>\$935.00</u>	<u>\$972.00</u>	6181	13905	430734	Subdivision Map Review
<i>NOTES: Three plan checks are included in the easment review fees. For each additional review, a 10% surcharge fee will apply and be paid at the time of each additional submittal.</i>						
Assessment District Apportionment Fee	<u>Actual Cost</u>	<u>Actual Cost</u>	6181	13905	430736	Assessment Administration

* Per Government Code §66017, certain development processing fees and development impact fees are effective 60 days after adoption.

	<u>Fiscal Year 2020/21</u>	<u>Fiscal Year 2021/22</u>	<u>Oracle Fund</u>	<u>Oracle Program</u>	<u>Natural Account</u>	<u>Natural Account Title</u>
<u>BUILDING PERMIT CLEARANCE FEE</u>						
Building Permit related to subdivision or major planning permit	<u>\$3,182.00</u>	<u>\$3,309.00</u>	6181	13906	430733	Building Plan Review
Building Permit - all other Building Permit Plan Reviews	<u>\$542.00</u>	<u>\$564.00</u>	6181	13906	430733	Building Plan Review
<u>STREET TREES</u>						
The sum per tree shall be collected from the owner or developer of each property at the time the Development Permit, Subdivision Agreement, or Building Permit is issued for required street trees. If installed/planted by City	<u>\$322.00</u>	<u>\$335.00</u>	1001	13404	432065	Street Tree Fees - Staff
If installed/planted by Owner/Developer	<u>\$32.00</u>	<u>\$33.00</u>	1001	13404	432055	Street Tree Fees
<u>PUBLIC IMPROVEMENT ENGINEERING PLAN CHECK AND INSPECTION FEES</u>						
(All Costs are per project unless otherwise noted)						
Public Improvement construction costs up to \$10,000	<u>\$5,586.00</u>	<u>\$5,809.00</u>	6181	13907	430701	Major Permit Application Fees
	<u>\$5,586.00</u>	<u>\$5,809.00</u>				
Public Improvement construction costs from \$10,001 to \$50,000	<u>plus 35% of cost > \$10,000</u>	<u>plus 35% of cost > \$10,000</u>	6181	13907	430701	Major Permit Application Fees
	<u>\$19,586.00</u>	<u>\$20,369.00</u>				
Public Improvement construction costs from \$50,001 to \$1,000,000	<u>plus 5% of cost > \$50,000</u>	<u>plus 5% of cost > \$50,000</u>	6181	13907	430701	Major Permit Application Fees
	<u>\$57,586.00</u>	<u>\$67,869.00</u>				
Public Improvement construction costs \$1,000,001 and up	<u>plus 2% of cost > \$1,000,000</u>	<u>plus 2% of cost > \$1,000,000</u>	6181	13907	430701	Major Permit Application Fees
	<u>\$1,000,000</u>	<u>\$1,000,000</u>				
After hours plan check	<u>Actual Cost</u>	<u>Actual Cost</u>	6181	13907	430701	Major Permit Application Fees
After Hours inspection	<u>Actual Cost</u>	<u>Actual Cost</u>	6181	13907	430701	Major Permit Application Fees
Third Party Plan Check (For Expedited Review)	<u>Actual Cost</u>	<u>Actual Cost</u>	6181	13907	430701	Major Permit Application Fees

NOTES:

1. For all development projects, a minimum fee (Based on Public Improvement construction costs up to \$10,000) will be charged at the time of the first plan check submittal. The review process will not begin until the submittal is complete and the minimum fee is paid.
2. Three plan checks are included in the fees. For each additional review, a 4% surcharge fee will apply and be paid at the time of each additional submittal.
3. Projects determined to be large, complex, unusual and/or time-consuming which require service above and beyond the standard will be subject to additional fees in order to cover the actual cost of service.

	<u>Fiscal Year 2020/21</u>	<u>Fiscal Year 2021/22</u>	<u>Oracle Fund</u>	<u>Oracle Program</u>	<u>Natural Account</u>	<u>Natural Account Title</u>
<u>PUBLIC RIGHT-OF-WAY AND EASEMENT ABANDONMENT FEE</u>						
(Based upon CA Streets and Highways Code)						
Summary Vacation Per Process	<u>\$2,296.00</u>	<u>\$2,388.00</u>	6181	13905	430735	Street/Easement Vacation
Standard Vacation Per Process	<u>\$3,584.00</u>	<u>\$3,727.00</u>	6181	13905	430735	Street/Easement Vacation
Summary Vacation of Public Service Easement (per easement) (SMC Chap 18.50) (Ordinance 16-0860)	<u>\$1,101.00</u>	<u>\$1,145.00</u>	6181	13905	430731	Engineering Fees
<u>SECTION 8.03 TRANSPORTATION / TRAFFIC FEES</u>						
(California Code of Regulations, Title 21, Chapter 4, Subchapter 7, Section 1411.3)						
For each single Transportation Permit issued by the Department of Public Works authorizing the operation on certain City streets of vehicles of a size, load weight or vehicle weight exceeding the maximum specified in the Vehicle Code of the State of California.	<u>\$16.00</u>	<u>\$16.00</u>	1001	13105	430611	Permit - Transportation
For each annual/repetitive permit, paid in its entirety with no provisions for transfer, proration and/or refund.	<u>\$90.00</u>	<u>\$90.00</u>	1001	13105	430611	Permit - Transportation
Residential Parking Permit Parking Fee	<u>\$22.00</u>	<u>\$22.00</u>	1001	13101	430611	Permit - Transportation
Traffic Directional Signs or Markings Actual cost of the signs or markings, which shall be provided by the City, and the cost of its installation.	<u>Actual Cost</u>	<u>Actual Cost</u>	1001	13105	430608	Permits, Sign
Consultant Preparation of Transportation Study	<u>Actual Cost</u>	<u>Actual Cost</u>	1001			
Staff Review of Transportation Study prepared by consultant	<u>40% of actual consultant cost</u>	<u>10% of actual consultant cost</u>	6181	13104	432059	Environmental Review Fees
<u>TRANSPORTATION / TRAFFIC FEES (cont'd)</u>						
<u>Transportation Impact Fee</u>						
A. Impact Fee--Area South of Route 237						
Single Family detached, per dwelling unit	<u>\$3,336.00</u>	<u>\$3,436.00</u>	3111	00001	432049	Transportation Impact Fees - South
Multi-family attached, per dwelling unit	<u>\$2,068.00</u>	<u>\$2,130.00</u>	3111	00001	432049	Transportation Impact Fees - South
Office, per 1,000 square feet	<u>\$4,971.00</u>	<u>\$5,120.00</u>	3111	00001	432049	Transportation Impact Fees - South
Retail, per 1,000 square feet	<u>\$6,187.00</u>	<u>\$6,373.00</u>	3111	00001	432049	Transportation Impact Fees - South
Industrial, per 1,000 square feet	<u>\$3,236.00</u>	<u>\$3,333.00</u>	3111	00001	432049	Transportation Impact Fees - South

	<u>Fiscal Year 2020/21</u>	<u>Fiscal Year 2021/22</u>	<u>Oracle Fund</u>	<u>Oracle Program</u>	<u>Natural Account</u>	<u>Natural Account Title</u>
TRANSPORTATION / TRAFFIC FEES (cont'd)						
Research and Development, per 1,000 square feet	<u>\$3,569.00</u>	<u>\$3,676.00</u>	3111	00001	432049	Transportation Impact Fees - South
Hotel, per room	<u>\$2,001.00</u>	<u>\$2,061.00</u>	3111	00001	432049	Transportation Impact Fees - South
Uses not enumerated, per trip	<u>\$3,336.00</u>	<u>\$3,436.00</u>	3111	00001	432049	Transportation Impact Fees - South
B. Impact Fee--Industrial Area North of Route 237						
Industrial, per 1,000 square feet	<u>\$6,190.00</u>	<u>\$6,376.00</u>	3111	00001	432048	Transportation Impact Fees - North
Research and Development, per 1,000 square feet	<u>\$6,829.00</u>	<u>\$7,034.00</u>	3111	00001	432048	Transportation Impact Fees - North
Destination Retail, per 1,000 square feet	<u>\$11,839.00</u>	<u>\$12,194.00</u>	3111	00001	432048	Transportation Impact Fees - North
Neighborhood Retail, per 1,000 square feet	<u>\$5,919.00</u>	<u>\$6,097.00</u>	3111	00001	432048	Transportation Impact Fees - North
Hotel, per room	<u>\$3,830.00</u>	<u>\$3,945.00</u>	3111	00001	432048	Transportation Impact Fees - North
Uses not enumerated, per trip	<u>\$6,382.00</u>	<u>\$6,573.00</u>	3111	00001	432048	Transportation Impact Fees - North
<u>SECTION 8.04 TRAFFIC CONTROL FEES</u>						
The fee for traffic control for planned and unplanned events shall be:						
A. Neighborhood Block Parties						
Simple block parties that require minimal traffic control.						
<i>Example</i> : Specifically limited to neighborhood block parties.						
All other events requiring temporary traffic control will fall into one of the other categories listed below.						
Refundable deposit for use of traffic control devices	<u>\$30.00</u>	<u>\$31.00</u>	1001	13306	432038	Temporary Traffic Control
City pick-up or delivery of traffic control devices	<u>\$30.00</u>	<u>\$31.00</u>	1001	13306	432038	Temporary Traffic Control
B. Type 1						
One day events, minimum material delivered, no set up of traffic control by City staff.						
<i>Example</i> : Events on private property, small events at Baylands Park requiring close of parking area(s), etc.						
	<u>\$131.00</u>	<u>\$136.00</u>	1001	13306	432038	Temporary Traffic Control

	<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
TRAFFIC CONTROL FEES (cont'd)						
C. Type 2 City Staff closing less than two minor low traffic volume streets. <i>Example</i> : small parades, large business affairs, organized athletic events, multi-cultural fairs, etc.	<u>\$349.00</u>	<u>\$363.00</u>	1001	13306	432038	Temporary Traffic Control
The Lakewood Parade in December is defined as a Type 2 function. This event is also limited to a fee of \$100 if a representative picks up and returns the traffic control devices without the need for City forces to perform those tasks.						
D. Type 3 City staff closing less than two minor low traffic volume streets, minor sign work involved, set ups requiring staff overtime. <i>Example</i> : small parades	<u>\$701.00</u>	<u>\$729.00</u>	1001	13306	432038	Temporary Traffic Control
E. Type 4 Requires staff to close major arterial or collector streets, staff overtime necessary, sign work and equipment needed, multiple days. <i>Example</i> : Festivals, large parades, etc.	<u>\$692.00</u> <u>\$6,936.00</u>	<u>\$720.00</u> <u>\$7,213.00</u>	1001	13306	432038	Temporary Traffic Control
<u>SECTION 8.05 STREET TREES</u>						
A. Liquidambar Tree Removal Permit	<u>\$30.00</u>	<u>\$31.00</u>	1001	13401	430609	Permits, Other General

	<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
<u>SECTION 8.06 MUNICIPAL GOLF COURSE GREEN FEES</u>						
Rate Per Person for the Period July 1, 2020 through and including June 30, 2021						
<u>Weekday</u>						
Sunnyvale - Resident (18 Holes)	\$37.00	\$39.00	6201	14003	432071	Golf Operations Fees
Sunnyvale - Non-Resident (18 holes)	\$0.00	\$43.00	6201			
Sunnyvale - Non-Resident (18 holes)	\$41.00	\$43.00	6201	14003	432071	Golf Operations Fees
Sunnyvale - Senior 60+ (18 Holes)	\$30.00	\$32.00	6201	14003	432071	Golf Operations Fees
Sunnyvale - Junior (18 Holes)	\$12.00	\$14.00	6201	14003	432071	Golf Operations Fees
Sunnyvale - Morning Back 9 Holes	\$30.00	\$32.00	6201	14003	432071	Golf Operations Fees
Sunken Gardens - Resident (9 Holes)	\$18.00	\$20.00	6201	14005	432071	Golf Operations Fees
Sunken Gardens - Non-Resident (9 Holes)	\$0.00	\$14.00	6201	14005	432071	Golf Operations Fees
Sunken Gardens - Non-Resident (9 Holes)	\$20.00	\$22.00	6201	14005	432071	Golf Operations Fees
Sunken Gardens - Junior (9 Holes)	\$12.00	\$14.00	6201	14005	432071	Golf Operations Fees
<u>Weekday Twilight/Replay</u>						
Sunnyvale (18 Holes)	\$30.00	\$32.00	6201	14003	432071	Golf Operations Fees
Sunnyvale - Super (18 Holes)	\$20.00	\$22.00	6201	14003	432071	Golf Operations Fees
Sunnyvale - Replay (18 Holes)	\$19.00	\$21.00	6201	14003	432071	Golf Operations Fees
Sunnyvale - Junior (18 Holes)	\$12.00	\$14.00	6201	14003	432071	Golf Operations Fees
Sunken Gardens Replay (9 Holes)	\$12.00	\$14.00	6201	14005	432071	Golf Operations Fees
<i>Sunken Gardens - all fees paid after 3 pm are for unlimited golf</i>						
<u>Weekend/Holiday</u>						
Sunnyvale - Resident (18 Holes)	\$49.00	\$51.00	6201	14003	432071	Golf Operations Fees
Sunnyvale - Non-Resident (18 holes)	\$55.00	\$57.00	6201	14003	432071	Golf Operations Fees
Sunnyvale - Junior (18 Holes)	\$20.00	\$22.00	6201	14003	432071	Golf Operations Fees
Sunnyvale - Morning Back 9 Holes	\$32.00	\$34.00	6201	14003	432071	Golf Operations Fees
Sunken Gardens - Resident (9 Holes)	\$21.00	\$23.00	6201	14005	432071	Golf Operations Fees
Sunken Gardens - Non-Resident (9 Holes)	\$24.00	\$26.00	6201	14005	432071	Golf Operations Fees
Sunken Gardens - Junior (9 Holes)	\$12.00	\$14.00	6201	14005	432071	Golf Operations Fees
<i>Sunken Gardens - all fees paid after 3 pm are for unlimited golf</i>						
<u>Weekend/Holiday - Twilight/Replay</u>						
Sunnyvale - Resident (18 Holes)	\$30.00	\$32.00	6201	14003	432071	Golf Operations Fees
Sunnyvale - Non-Resident (18 Holes)	\$35.00	\$37.00	6201	14003	432071	Golf Operations Fees
Sunnyvale - Super (18 Holes)	\$25.00	\$27.00	6201	14003	432071	Golf Operations Fees
Sunnyvale - Replay (18 Holes)	\$19.00	\$21.00	6201	14003	432071	Golf Operations Fees
Sunnyvale - Junior (18 Holes)	\$20.00	\$22.00	6201	14003	432071	Golf Operations Fees
Sunken Gardens - Resident Replay (9 Holes)	\$12.00	\$14.00	6201	14005	432071	Golf Operations Fees
Sunken Gardens - Non-Resident Replay (9 Holes)	\$14.00	\$16.00	6201	14005	432071	Golf Operations Fees
Sunken Gardens - Junior (9 Holes)	\$12.00	\$14.00	6201	14005	432071	Golf Operations Fees
<i>Sunken Gardens - all fees paid after 3 pm are for unlimited golf</i>						

	<u>Fiscal Year 2020/21</u>	<u>Fiscal Year 2021/22</u>	<u>Oracle Fund</u>	<u>Oracle Program</u>	<u>Natural Account</u>	<u>Natural Account Title</u>
MUNICIPAL GOLF COURSE GREEN FEES (cont'd)						
<u>School Team Play</u>						
Sunnyvale - Sunnyvale Schools (18 Holes)	\$650.00	\$700.00	6201	14003	432071	Golf Operations Fees
Sunnyvale - Non-Sunnyvale Schools (18 Holes)	\$750.00	\$750.00	6201	14003	432071	Golf Operations Fees
Sunken Gardens (9 Holes)	N/A	N/A				
<u>Sunnyvale Advantage Card (Residents Only)*</u>						
Sunnyvale (18 Holes)	\$200.00	\$230.00	6201	14003	432071	Golf Operations Fees
Sunken Gardens (9 Holes)	\$125.00	\$155.00	6201	14005	432071	Golf Operations Fees
<u>Resident Golf Discount Card (Seniors, Juniors, Disabled Only)*</u>						
Sunnyvale (18 Holes)	\$175.00	\$205.00	6201	14003	432071	Golf Operations Fees
Sunken Gardens (9 Holes)	\$140.00	\$140.00	6201	14005	432071	Golf Operations Fees
* Starting July 1, 2016, days are M-F						
<u>Non-Resident Monthly Card</u>						
M-F Sunnyvale (18 Holes)	\$235.00	\$265.00	6201	14003	432071	Golf Operations Fees
<u>Tournament Fee</u>						
Sunnyvale - Cart Fee Per Person (18 Holes)	\$16.00	\$16.00	6201	14003	432071	Golf Operations Fees
Sunken Gardens - (9 Holes)	\$2.00	\$3.00	6201	14005	432071	Golf Operations Fees
A.	Persons claiming eligibility to be charged fees as residents of the City must present evidence to the starter of such residency in the form of a valid California driver's license or valid identification card issued by the Department of Motor Vehicles of the State of California.					
B.	Adjustments to Green Fee Rates: The Director of Public Works may adjust green fee amounts for marketing and promotional activities as is necessary to encourage optimum play of the municipal golf courses.					
C.	Dates Holiday Fee Rates Will Be In Effect:					
	<u>Date Observed</u>					
	Monday, July 5, 2021					
	Monday, September 6, 2021					
	Thursday, November 25, 2021					
	Friday, November 26, 2021					
	Friday, December 24, 2021					
	Saturday, 12/25/2021 COURSE CLOSED					
	Friday, December 31, 2021					
	Saturday, January 1, 2022					
	Monday, January 17, 2022					
	Monday, February 21, 2022					
	Monday, May 30, 2022					

	<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
<u>SECTION 8.07 SHOPPING CART CONTAINMENT ORDINANCE FEES (SMC Ch. 9.30)</u>						
A. Shopping Cart Retrieval Fee	<u>\$136.00</u>	<u>\$141.00</u>	1001	13306	432019	Other General Fees
B. Citation for failure to retrieve abandoned shopping cart(s)	<u>\$69.50</u>	<u>\$72.00</u>	1001	13306	432019	Other General Fees
C. Containment Plan Review	<u>\$274.00</u>	<u>\$285.00</u>	1001	13306	432019	Other General Fees
<u>SECTION 8.08 PUBLIC WORKS MISCELLANEOUS</u>						
A. Stop Notice Statutory Fee	<u>\$2.70</u>	<u>\$2.80</u>	1001	13701	434391	Miscellaneous Revenue
<u>SECTION 8.09 COPIES OF PRINTED MATERIAL</u>						
A. Maps, Plans and Aerials (plus postage, if mailed)						
1000' Scale City (26" x 38")	<u>\$9.00</u>	<u>\$9.40</u>	6181	13905	430731	Engineering Fees
Miscellaneous (24" x 36")	<u>\$6.50</u>	<u>\$6.80</u>	6181	13905	430731	Engineering Fees
Miscellaneous (18" x 24")	<u>\$5.90</u>	<u>\$6.10</u>	6181	13905	430731	Engineering Fees
Utility Block Maps (11" x 17")	<u>\$5.90</u>	<u>\$6.10</u>	6181	13905	430731	Engineering Fees
B. Standard Specs & Details	<u>\$27.00</u>	<u>\$28.00</u>	6181	13904	430731	Engineering Fees

	<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
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SECTION 8.10. TRANSPORTATION DEMAND MANAGEMENT
(SMC Ch. 10.60)

A. **Administrative Data Collection Fee**

Fee per driveway	<u>\$2,752.00-</u>	<u>\$2,862.00</u>	6181	13104	432057	Other Development Related Fees
Late Payment on Invoice:	<u>10%</u>	<u>10%</u>	6181	13104	431012	Late Payment/Delinquency Penalty
Any property owner who fails to pay the amount due on the administrative data collection fee invoice amount within sixty (60) days of the invoice date, shall be charged a percentage per month on the amount of the invoice.						

B. **Non-compliance penalty***

Fee per trip penalty	<u>\$3,302.00-</u>	<u>\$3,401.00</u>	1001	13105	431019	Other General Fines or Penalties
Penalty Maximum (per annum):						
Tier 1 (less than 500,000 SF)	<u>\$330,273.00-</u>	<u>\$340,181.00</u>	1001	13105	431019	Other General Fines or Penalties
Tier 2 (500,000 SF to 1,000,000 SF)	<u>\$550,455.00-</u>	<u>\$566,969.00</u>	1001	13105	431019	Other General Fines or Penalties
Tier 3 (greater than 1,000,000 SF)	<u>\$770,637.00-</u>	<u>\$793,756.00</u>	1001	13105	431019	Other General Fines or Penalties
Late Payment on Invoice:	<u>10%</u>	<u>10%</u>	1001	13105	431012	Late Payment/Delinquency Penalty
Any property owner who fails to pay the amount due on the non-compliance penalty fee invoice amount within sixty (60) days of the invoice date, shall be charged a percentage per month on the amount of the invoice.						
Penalty Fee for failure to submit Annual Status Report:	<u>2%</u>	<u>2%</u>	1001	13105	431019	Other General Fines or Penalties
Any property owner who fails to submit the annual status report as required by the City's TDM Program guidelines, shall be charged a percentage of the amount of the annual non-compliance penalty maximum per month.						

SECTION 8.10. TRANSPORTATION DEMAND MANAGEMENT (cont'd)
(SMC Ch. 10.60)

Non-compliance Penalty Calculation Detail:

- Compliance determination will be based on maximum allowable AM and PM peak hour trips as identified in the conditions of approval
- Both AM and PM peak hour trips will be surveyed; the penalty is based on the highest deficiency of the two
- Reduction factors:
 - o Level 0: project is compliant, penalties are not applicable
 - o Level 1: Achieve a 0%-9.9% reduction - Pay full penalty (\$3,000 per trip in excess of maximum allowable trips)
 - o Level 2: Achieve a 10%-19.9% reduction - Pay 75 % penalty (\$2,250 per trip in excess of maximum allowable trips)
 - o Level 3: Achieve 20%-29.9% reduction - Pay 50% penalty (\$1,500 per trip in excess of maximum allowable trips)
 - o Level 4: Achieve 30% or more - Pay 25% of penalty (\$750 per trip in excess of maximum allowable trips)

*The fees and penalties will be adjusted annually based on the Consumer Price Index (CPI) with the adoption of the City-wide fee schedule each fiscal year.

DEPARTMENT OF ENVIRONMENTAL SERVICES

DEVELOPMENT RELATED FEES

	<u>Fiscal Year 2020/21</u>	<u>Fiscal Year 2021/22</u>	<u>Oracle Fund</u>	<u>Oracle Program</u>	<u>Natural Account</u>	<u>Natural Account Title</u>
A. For Water, Sewer and Refuse User Fees, see Utility Fee Schedule Section						
B. Recycled Water Permit. This fee is assessed to any contractor or property owner who wishes to procure recycled water from the City for use at approved sites. The permit is for Any recycled water permit holder must pay for any water received from the City at the recycled water rate as published in the Utility Fee Schedule Section.	<u>\$296.00</u>	<u>\$296.00</u>	6041	14303	430709	Other Development Related Permits
C. <u>WATER HYDRAULIC MODELING FEE</u> . Fee is assessed when a owner or developer is required to conduct a fire flow analysis (fee is per model run).	<u>\$1,573.00</u>	<u>\$1,573.00</u>	6041	14307	432374	Water Hydraulic Modeling Fees

SECTION 9.01 STORM DRAINAGE FEES

Collected from the owner or developer of property either (1) prior to original development or redevelopment with incremental impact of such property, or (2) in the event the uses being made of the property presently served by the storm drainage system are enlarged, added to, or further structures are constructed on the property. The storm drainage fees are based upon the lot gross acreage. Lot gross acreage includes the tributary public street area.

A. <u>Residential Development:</u>						
Charge per gross acre	<u>\$7,954.00</u>	<u>\$8,272.00</u>	6081		432056	Storm Drain Fees
Provided, however, that the minimum charge per lot shall not be less than	<u>\$1,642.00</u>	<u>\$1,708.00</u>	6081		432056	Storm Drain Fees
B. <u>Commercial, Industrial and Institutional Development:</u>						
First 5 gross acres	<u>\$10,400.00 per gross acre</u>	<u>\$10,816.00 per gross acre</u>	6081		432056	Storm Drain Fees
6 - 10 gross acres	<u>\$46,196.00+ \$8,282.00 per gross acre over 5</u>	<u>\$48,044.00+ \$8,613.00 per gross acre over 5</u>	6081		432056	Storm Drain Fees
11 - 20 gross acres	<u>\$87,608.00+ \$6,935.00 per gross acre over 10</u>	<u>\$91,112.00+ \$7,212.00 per gross acre over 10</u>	6081		432056	Storm Drain Fees
Over 20 gross acres	<u>\$156,959.00+ \$4,621.00 per gross acre over 20</u>	<u>\$163,237.00+ \$4,806.00 per gross acre over 20</u>	6081		432056	Storm Drain Fees
Provided, however, that the minimum charge per lot shall not be less than	<u>\$2,399.00</u>	<u>\$2,495.00</u>	6081		432056	Storm Drain Fees

	<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
STORM DRAINAGE FEES (cont'd)						
C. <u>Construction Credits.</u>						
Upon completion and acceptance of improvements installed in conjunction with a Subdivision Agreement or Development Permit, a construction credit, as shown in the following schedule, shall be allowed to the owner or developer of property, who at no expense to the City of Sunnyvale has installed, as required by the City, a storm drainage line of 12 inches or larger in diameter in public right-of-way or public easement and which serves property not owned by the developer.						
Credit:						
12" Reinforced Concrete Pipe (Per lineal foot)	\$45.00	\$46.00	6081		432056	Storm Drain Fees
15" Reinforced Concrete Pipe (Per lineal foot)	\$53.00	\$55.00	6081		432056	Storm Drain Fees
18" Reinforced Concrete Pipe (Per lineal foot)	\$61.00	\$63.00	6081		432056	Storm Drain Fees
21" Reinforced Concrete Pipe (Per lineal foot)	\$70.00	\$72.00	6081		432056	Storm Drain Fees
24" Reinforced Concrete Pipe (Per lineal foot)	\$85.00	\$88.00	6081		432056	Storm Drain Fees
27" Reinforced Concrete Pipe (Per lineal foot)	\$95.00	\$98.00	6081		432056	Storm Drain Fees
30" Reinforced Concrete Pipe (Per lineal foot)	\$107.00	\$110.00	6081		432056	Storm Drain Fees
33" Reinforced Concrete Pipe (Per lineal foot)	\$114.00	\$117.00	6081		432056	Storm Drain Fees
36" Reinforced Concrete Pipe (Per lineal foot)	\$123.00	\$127.00	6081		432056	Storm Drain Fees
Inlets (24") (Credit each)	\$1,735.00	\$1,787.00	6081		432056	Storm Drain Fees
Inlets (36") (Credit each)	\$2,243.00	\$2,310.00	6081		432056	Storm Drain Fees
Manholes (Credit each)	\$2,813.00	\$2,897.00	6081		432056	Storm Drain Fees
Special Drainage Facilities	Amount- Approved by City	Amount Approved by City	6081		432056	Storm Drain Fees

Fiscal Year
2020/21

Fiscal Year
2021/22

Oracle
Fund

Oracle
Program

Natural
Account

Natural Account
Title

SECTION 9.02 WATER AND SEWER CONNECTION FEES

Pursuant to Section 66001 of the Government Code, the City Council hereby determines:

- (1) The purpose of the water and sewer connection charges is to assure payment by developers of their pro rata share of the escalated cost of the City's water and sanitary sewer system.
- (2) The charge will be used to reimburse the City for the owner or developer's fair share of the use of the water system and sanitary sewer systems.
- (3) There is a reasonable relationship between the use of the fees, the need for a water system, a wastewater treatment plant, and the types of development projects upon which the fee is imposed. All development projects create varying needs for the consumption of water which cannot be fulfilled unless the project is connected to the municipal water system to assure an adequate supply of water to each project. Plus, each project creates a need for sewage conveyance, disposal and treatment. The degree to which each project is charged is based upon factors related to the degree of potential usage, such as: type and size of projects, number of units, and calculations of the escalated cost of the City's sanitary sewer system; the current system capacity; the cost of conveyance, treatment and disposal per equivalent single-family dwelling unit; and the estimated daily discharge for each facility to be connected to the sanitary sewer system, taking into account proportionate average daily discharge of sewage, total organic carbon, sewage, suspended solids, and ammonia nitrogen. The fees or charges shall be collected from the owner or developer of property either (1) prior to approval of the original connection of the property to the water or sanitary sewer system, or a redevelopment with incremental impact, or (2) in the event the uses being made of the property presently connected to the system are enlarged, added to, or further structures are constructed on the property.

A. Water Connection Fees.

The following definitions shall be used for the purpose of determining the connection fee in this section:

- (a) A residential "unit" shall mean one or more rooms used for living purposes by one family.
- (b) A commercial, industrial, or institutional "unit" shall mean each one hundred (100) gallons of expected daily water demand.
- (c) commercial, industrial, or institutional purposes. "Institutional property" shall mean property used only for the erection and maintenance of church, school, hospital, or public buildings.
- (d) A hotel "unit" shall mean a room in a hotel that is intended or designed for dwelling, lodging or sleeping purposes by transient occupants. Units in a hotel that contain facilities for cooking and washing dishes shall be classified as low occupancy residential units.

The connection fee to be paid for each parcel or property served through the same water lateral by the owner or developer of residential, commercial, industrial, or industrial property shall be computed as follows:

Residential Units

Standard Occupancy Unit (with 3 or more bedrooms)
Low Occupancy Unit (with 1 or 2 bedrooms,
2 bedrooms and den)

Hotel Occupancy Unit

Commercial, Industrial and Institutional Units:

Per Unit

\$6,556.00	\$6,753.00	6043	00001	432351	Water Connection Fees
\$3,715.00	\$3,826.00	6043	00001	432351	Water Connection Fees
\$2,122.00	\$2,186.00	6043	00001	432351	Water Connection Fees
\$2,186.00	\$2,252.00	6043	00001	432351	Water Connection Fees

	<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
WATER AND SEWER CONNECTION FEES (cont'd)						
B. <u>Water Service Lateral Fee.</u> The water service lateral fee to be paid by the owner or developer of property whenever it is necessary for the City to install a water service lateral from the water main to the water meter location shall be the costs of installation including the cost of labor, material, equipment, and overhead costs as determined by the City.	<u>Actual Cost</u>	<u>Actual Cost</u>	6043	00001	432351	Water Connection Fees
C. <u>Water Service Abandonment Fee.</u> The water service abandonment fee to be paid by the owner or developer whenever it is necessary for the City to abandon a water service lateral.						
2" Lateral or smaller	<u>\$3,617.00</u>	<u>\$3,726.00</u>	6041	14307	432352	Development Water Fees
4" to 8" Lateral	<u>\$6,391.00</u>	<u>\$6,583.00</u>	6041	14307	432352	Development Water Fees
Larger than 8" Lateral	<u>\$6,535.00</u>	<u>\$6,731.00</u>	6041	14307	432352	Development Water Fees
12" Lateral	<u>\$6,914.00</u>	<u>\$7,121.00</u>	6041	14307	432352	Development Water Fees
D. <u>Water Meters.</u>						
<u>Installation Fee.</u> The water meter installation fee to be paid by the owner or developer of property prior to the installation of a water meter by the City of Sunnyvale shall be computed as follows:						
Radio Read Meters						
3/4" Meter	<u>\$967.00</u>	<u>\$996.00</u>	6041	14307	432372	Water Meter Sales
1" Meter	<u>\$1,050.00</u>	<u>\$1,082.00</u>	6041	14307	432372	Water Meter Sales
1-1/2" Meter	<u>\$1,327.00</u>	<u>\$1,367.00</u>	6041	14307	432372	Water Meter Sales
2" Meter	<u>\$1,511.00</u>	<u>\$1,556.00</u>	6041	14307	432372	Water Meter Sales
	<u>Per Current-</u>	<u>Per Current</u>				
All other meters not listed	<u>Actual Cost List</u>	<u>Actual Cost List</u>				
Fire Service 5/8" Meter for DCDA (Double Check Detector Assembly/Reduced Pressure Detector Assembly)	<u>\$945.00</u>	<u>\$973.00</u>	6041	14307	432372	Water Meter Sales
Large Meters and Vaults - the costs of installation including labor, materials, equipment and overhead as determined by the City shall be paid by the owner or developer.						

	<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
WATER AND SEWER CONNECTION FEES (cont'd)						
E. <u>Water Main Tapping Fee.</u> The water main tapping fee to be paid by the owner or developer of property prior to the tapping into a main by the City shall be computed as follows:						
Tap Size						
1" and 2" (Per tap)	\$1,609.00	\$1,657.00	6041	14307	432352	Development Water Fees
4", 6", 8", and 10" (Per tap)	\$2,336.00	\$2,406.00	6041	14307	432352	Development Water Fees
Over 10-inch size -- The costs of installation including labor, materials, equipment and overhead as determined by the City shall be paid by owner or developer.	<u>Actual Cost</u>	<u>Actual Cost</u>				
F. <u>Cut-In Tee Fee.</u> The cut in tee fee to be paid by the owner or developer of a property when a cut-in tee is necessary to install water services.						
4" Main	\$6,679.00	\$6,879.00	6041	14307	432352	Development Water Fees
6" Main	\$7,314.00	\$7,533.00	6041	14307	432352	Development Water Fees
8" Main	\$7,884.00	\$8,121.00	6041	14307	432352	Development Water Fees
10" Main	\$8,184.00	\$8,430.00	6041	14307	432352	Development Water Fees
12" Main	\$9,008.00	\$9,278.00	6041	14307	432352	Development Water Fees
<u>Tie-In Fee.</u> The tie-in fee is to be paid by the owner or developer of a property when a tie-in is necessary to install or connect water services.						
6" Main	\$11,429.00	\$11,772.00	6041	14307	432352	Development Water Fees
8" Main	\$12,840.00	\$13,225.00	6041	14307	432352	Development Water Fees
10" & Larger Mains	<u>Actual Cost</u>	<u>Actual Cost</u>	6041	14307	432352	Development Water Fees
<u>Water Service Inspection Fee.</u> The fee is to be paid by the owner or developer of a property when they request an inspection of a water service.	\$219.00	\$226.00	6041	14307	432352	Development Water Fees
<u>Water Main Offset Fee.</u> The water offset fee is to be paid by the owner or developer when the offset of a water main is required in order to provide water service.	<u>Actual Cost</u>	<u>Actual Cost</u>	6041	14307	432352	Development Water Fees

		<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
WATER AND SEWER CONNECTION FEES (cont'd)							
G.	<u>Water Main Construction Credits.</u>						
1.	Upon completion and acceptance of improvements installed in conjunction with a Subdivision Agreement or Development Permit, a construction credit per lineal foot of frontage shall be allowed to the owner or developer of property, who at no expense to the City has installed a sewer main in a subdivision boundary line street or in a street on the periphery of a subdivision which (a) will serve only one side of the street, namely, the side being developed by the installing owner or developer, or (b) will serve the property on the other side of the street which is owned by a different person.	<u>\$53.00</u>	<u>\$55.00</u>	6043	00001	432351	Water Connection Fees
2.	A construction credit equal to the difference in the cost of water main pipe eight (8) inches in nominal diameter and the size of the pipe required to be installed shall be allowed to the owner or developer when such oversizing is required by the City to serve contiguous areas developed, or to be developed, by other developers.						
H.	<u>Sewer Lateral Fee.</u> The sewer lateral fee to be paid by the owner or developer of property whenever it is necessary for the City to install a sewer lateral from main sewer to the property line shall be the costs of installation including labor, materials, equipment, and overhead as determined by the City.	<u>Actual Cost</u>	<u>Actual Cost</u>	6085	00001	432401	Wastewater Connection Fees
I.	<u>Sewer Connection Charges.</u> The charges, payable in advance, for sewer connections shall be as follows:						
	<u>Residential</u>						
1.	up)	<u>\$8,744.00</u>	<u>\$9,094.00</u>	6085	00001	432401	Wastewater Connection Fees
2.	Low Occupancy Unit (with 1 or 2 bedrooms, 2 bedrooms and den)	<u>\$5,685.00</u>	<u>\$5,912.00</u>	6085	00001	432401	Wastewater Connection Fees
3.	Hotel Occupancy Unit* *as defined in Section 9.02A(d) of this fee schedule	<u>\$4,447.00</u>	<u>\$4,625.00</u>	6085	00001	432401	Wastewater Connection Fees

WATER AND SEWER CONNECTION FEES (cont'd)

Commercial

Commercial users shall pay shall pay a fee per connection calculated as follows:

	<u>Fiscal Year 2020/21</u>	<u>Fiscal Year 2021/22</u>	<u>Oracle Fund</u>	<u>Oracle Program</u>	<u>Natural Account</u>	<u>Natural Account Title</u>
1. Standard Strength per Public Works estimated discharge (gpd) / 100	<u>\$4,344.00</u>	<u>\$4,518.00</u>	6085	00001	432401	Wastewater Connection Fees
2. Low Strength per Public Works estimated discharge (gpd) / 100	<u>\$4,018.00</u>	<u>\$4,179.00</u>	6085	00001	432401	Wastewater Connection Fees
3. High Strength per Public Works estimated discharge (gpd) / 100	<u>\$6,325.00</u>	<u>\$6,578.00</u>	6085	00001	432401	Wastewater Connection Fees
4. Minimum Charge per unit	<u>\$5,685.00</u>	<u>\$5,912.00</u>	6085	00001	432401	Wastewater Connection Fees

All significant industrial users pay based on the following characteristics of the waste collected:

1. For each gallon of average daily discharge of sewage plus:	<u>\$31.00</u>	<u>\$32.00</u>	6085	00001	432401	Wastewater Connection Fees
2. For each thousand pounds per year of discharge of "total organic carbon," plus	<u>\$16,282.00</u>	<u>\$16,933.00</u>	6085	00001	432401	Wastewater Connection Fees
3. For each thousand pounds per year of discharge of "suspended solids," plus	<u>\$4,626.00</u>	<u>\$4,811.00</u>	6085	00001	432401	Wastewater Connection Fees
4. For each thousand pounds per year of discharge of "ammonia nitrogen."	<u>\$38,088.00</u>	<u>\$39,612.00</u>	6085	00001	432401	Wastewater Connection Fees

J. Sewer Main Construction Credits

1. Upon completion and acceptance of improvements installed in conjunction with a Subdivision Agreement or Development Permit, a construction credit per lineal foot of frontage shall be allowed to the owner or developer of property, who at no expense to the City has installed a sewer main in a subdivision boundary line street or in a street on the periphery of a subdivision which (a) will serve only one side of the street, namely, the side being developed by the installing owner or developer, or	<u>\$42.00</u>	<u>\$44.00</u>	6085	00001	432401	Wastewater Connection Fees
2. A construction credit equal to the difference in the cost of sewer main pipe (8) inches in diameter for residential use or (10) inches in diameter from commercial/industrial/institutional uses and the size of the pipe required to be installed shall be allowed to the owner or developer when such oversizing is required by the City to serve contiguous areas developed, or to be developed, by other developers.						

	<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
<u>SECTION 9.03 CROSS-CONNECTION CONTROL</u>						
A. <u>Backflow Installation, Removal, and Relocation Permit</u> . This is an annual fee assessed to qualified contractors who wish to conduct backflow testing in the City.	<u>\$220.00</u>	<u>\$229.00</u>	6041	14301	432376	Cross-Connection Control Fees
B. <u>Backflow Tag</u> - to be attached to a backflow upon passing inspection.	<u>\$19.00</u>	<u>\$20.00</u>	6041	14301	432376	Cross-Connection Control Fees
C. Backflow Installation Permit. Installation, Removal, and Relocation Permit. This fee is assessed when a field inspection is required by City staff in accordance with the Cross Connection Control Program Policies and Regulations. The Permit expires after 180-days from issuance.	<u>\$450.00</u>	<u>\$464.00</u>	6041	14301	432376	Cross-Connection Control Fees

SECTION 9.04 FIRE HYDRANTS

The following definitions shall apply to this section:

- (1) Hydrant service area shall be defined as the area that a hydrant will serve the normal fire protection needs as determined by the City, taking into account the street pattern, type of development, size of water service mains, and all other factors bearing on plans for fire prevention and suppression.
- (2) Frontage shall be defined as (a) that side of the lot on which the water service is installed to serve the lot for one-family or two-family residential corner lots, (b) the frontage measured along all public rights-of-way of the parcel being developed or improved for commercial, institutional, industrial, or multiple family property.
- (3) Development or "Improvement" shall be deemed to occur when a Building Permit, Development Permit or Subdivision Agreement is required, except when the additional floor space is less than one additional residential unit or less than 1,000 square feet of additional gross floor area. In the case of developments other than residential, "development" or "improvement" shall also be deemed to occur whenever a parcel of property is redeveloped under a different zoning classification.

	<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
FIRE HYDRANTS (cont'd)						
A. FIRE HYDRANT SERVICE. The following fees shall be collected from the owner or developer of property at the time of the development or improvement of original property or additional development or improvement of the property; provided, however, such fees will be payable only for the hydrant service area of a hydrant previously installed or to be installed at no other direct expense to the owner or developer.						
<u>Type of Property</u>						
Per front foot for each side of the street						
Industrial, Commercial Institutional, Multiple Family and all others except 1-2 family	\$13.00	\$13.50	6041	14307	432341	Water Hydrant Fees
1-2 Family Properties	\$8.30	\$8.50	6041	14307	432341	Water Hydrant Fees
B. CONSTRUCTION CREDITS. The following construction credits shall be allowed to the owner or developer of property for fire hydrant(s) installed at owner/developer's expense within a public right-of-way in conformity with City standards, and who has relinquished the fire hydrant(s) to the City, provided that such credits shall apply only for that frontage distance in the hydrant service area where the hydrant(s) serve undeveloped properties, or properties under a separate ownership:						
<u>Credits</u>						
Per front foot for each side of the street						
Industrial, Commercial Institutional, Multiple Family and all others except 1-2 family	\$11.00	\$11.50	6041	14307	432352	Development Water Fees
1-2 Family Properties	\$7.00	\$7.20	6041	14307	432352	Development Water Fees
C. FIRE FLOW TESTING FEE. This fee will be assessed when a private party requests a fire flow test.	\$1,044.00	\$1,044.00	6041	14307	432352	Development Water Fees
<u>SECTION 9.05. CONSTRUCTION HYDRANT METERS</u>						
A. <u>WITHDRAWAL PERMIT FEE.</u> An annual nonrefundable permit fee is established as as the charge for a permit to withdraw water from any fire hydrant in the City when a permit is issued. The permit fee covers a 12-month period, and after that period the hydrant meter device shall be recertified. After the new withdrawal permit fee, water usage fees, and service charges are paid in full a new device will be issued for use. Failure to recertify and pay all fees shall result in the termination of water service per the Municipal Code Chapter 12.50.						
	\$344.00	\$354.00	6041	14307	432341	Water Hydrant Fees

		<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
CONSTRUCTION HYDRANT METERS (cont'd)							
B.	<u>Hydrant Meter Deposit</u> . The amount of the deposit for the hydrant meter is required to cover the costs of damages or loss of the device.	\$3,189.00	\$3,285.00	6041			
	The cost for any consumption as measured by the meter shall be charged using the commercial rate block per the Utility Fee Schedule.						
C.	<u>Water Use Deposit</u> . This deposit amount is for water consumption use.	\$1,500.00	\$1,500.00	6041			
12.28.290	Tampering with the hydrant meter backflow device is strictly prohibited.						
D.	<u>Water Meter Service Charge</u> (per month). This is based on the commercial rate for a 3" meter.	\$338.00	\$343.37	6041	14307	432371	Water Meter Use Fees
E.	<u>Hydrant Meter Unreported Consumption Late Fee</u> (monthly) RTC 16-0662 The monthly fee shall be imposed on any person taking water through a hydrant meter who fails to report their water consumption by the tenth day of the month.	\$250.00	\$250.00	6041	14307	432341	Water Hydrant Fees
<u>SECTION 9.06</u> GROUNDWATER TO SEWER DISCHARGE							
A.	<u>Annual Discharge Permit</u> Per gallons discharged:						
	Up to 10,000 gallons	\$1,176.00	\$1,223.00	6081	14702	430609	Permits, Other General
	Up to 50,000 gallons	\$1,439.00	\$1,497.00	6081	14702	430609	Permits, Other General
	Up to 100,000 gallons	\$1,769.00	\$1,840.00	6081	14702	430609	Permits, Other General
	Up to 200,000 gallons	\$2,428.00	\$2,525.00	6081	14702	430609	Permits, Other General
	Up to 300,000 gallons	\$3,088.00	\$3,212.00	6081	14702	430609	Permits, Other General
	Up to 400,000 gallons	\$3,746.00	\$3,896.00	6081	14702	430609	Permits, Other General
	Up to 500,000 gallons	\$4,405.00	\$4,581.00	6081	14702	430609	Permits, Other General
	More than 500,000 gallons	Calculated to Actual Volume	Calculated to Actual Volume	6081	14702	430609	Permits, Other General
B.	<u>One-Time Discharge Permit</u> Per gallons discharged:						
	Up to 10,000 gallons	\$759.00	\$789.00	6081	14702	430609	Permits, Other General
	Up to 50,000 gallons	\$1,022.00	\$1,063.00	6081	14702	430609	Permits, Other General
	Up to 100,000 gallons	\$1,352.00	\$1,406.00	6081	14702	430609	Permits, Other General
	Up to 200,000 gallons	\$2,011.00	\$2,091.00	6081	14702	430609	Permits, Other General
	Up to 300,000 gallons	\$2,670.00	\$2,777.00	6081	14702	430609	Permits, Other General
	Up to 400,000 gallons	\$3,329.00	\$3,462.00	6081	14702	430609	Permits, Other General
	Up to 500,000 gallons	\$3,988.00	\$4,148.00	6081	14702	430609	Permits, Other General
	More than 500,000 gallons	Calculated to Actual Volume	Calculated to Actual Volume	6081	14702	430609	Permits, Other General

	<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
<u>SECTION 9.07 SOLID WASTE ENFORCEMENT FEES</u>						
A. Collection and Disposal Fee for Impounded Receptacles	<u>\$1,029.00</u>	<u>\$1,070.30</u>	6101	14402	431059	Other Code Violation Fines
B. Third-party costs	<u>Actual Costs</u>	<u>Actual Costs</u>	6101	14402	431059	Other Code Violation Fines
C. Administrative Fee	<u>15% of Total</u> <u>Enforcement Costs</u>	<u>15% of Total</u> <u>Enforcement Costs</u>	6101	14402	431059	Other Code Violation Fines
D. Regulatory Compliance Costs and/or fines incurred by the City for regulatory requirements, violations or special disposal costs incurred due to quantity or characteristics of receptacle contents.	<u>Actual Cost</u>	<u>Actual Cost</u>	6101	14402	431059	Other Code Violation Fines
<u>SECTION 9.08 DELINQUENCY PROCESSING FEES AND TURNING ON AND RESTORING WATER SERVICE FEES</u>						
A. Initializing water service for new accounts between 8:00 a.m. and 4:00 p.m., Monday through Friday, one day notice required.	<u>No Charge</u>	<u>No Charge</u>				
B. Administrative fee for processing delinquent accounts which qualify for shut-off.	<u>\$50.00</u>	<u>\$50.00</u>	6041	14301	432373	Water Turn on Fees
C. Restoring water service once all unpaid amounts of delinquent accounts have been paid, between 8:00 a.m. and 4:00 p.m., Monday through Friday, if necessary.	<u>\$50.00</u>	<u>\$50.00</u>	6041	14301	432373	Water Turn on Fees
D. Restoring water service once all unpaid amounts of delinquent accounts have been paid, between 4:00 p.m. and 8:00 a.m., Monday through Friday, Saturdays, Sundays, and holidays.	<u>\$100.00</u>	<u>\$140.00</u>	6041	14301	432373	Water Turn on Fees
E. Turning on water service for new accounts between 8:00 a.m. and 4:00 p.m., Monday through Friday (same day service).	<u>\$50.00</u>	<u>\$50.00</u>	6041	14301	432373	Water Turn on Fees
F. Turning on water service for new accounts between 4:00 p.m. and 8:00 a.m., Monday through Friday, Saturdays, Sundays, and holidays.	<u>\$100.00</u>	<u>\$140.00</u>	6041	14301	432373	Water Turn on Fees

		<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
SECTION 9.09 ADMINISTRATIVE CITATION FINE SCHEDULE FOR SEWER USE VIOLATIONS							
A.	Wastewater Discharge without Wastewater Discharge Permit						
12.12.180	IU unaware of requirement; harm to POTW/environment	<u>\$100.00</u>	<u>\$100.00</u>	6081	14702	431059	Other Code Violation Fines
12.12.180	IU aware of requirement; no harm to POTW/environment	<u>\$500.00</u>	<u>\$500.00</u>	6081	14702	431059	Other Code Violation Fines
12.12.180	IU aware of requirement; harm to POTW/environment	<u>\$1,000.00</u>	<u>\$1,000.00</u>	6081	14702	431059	Other Code Violation Fines
B.	Wastewater Discharge Permit Application Required						
12.12.160	Continued failure to submit wastewater discharge permit application 45 days after notice	<u>\$500.00</u>	<u>\$500.00</u>	6081	14702	431059	Other Code Violation Fines
C.	Effluent Limitations or General Discharge Prohibitions						
12.12.120	Severe Violation of Limitations or Prohibitions	<u>\$250.00</u>	<u>\$250.00</u>	6081	14702	431059	Other Code Violation Fines
12.12.014	Recurring Violation of Limitations or Prohibitions	<u>\$500.00</u>	<u>\$500.00</u>	6081	14702	431059	Other Code Violation Fines
12.12.020	or city property, or causes pass through or						
12.12.025	interference at the wastewater treatment plant, or						
12.12.050	causes the plant to violate its' NPDES Permit	<u>\$1,000.00 or actual cost</u>	<u>\$1,000.00 or actual cost</u>	6081	14702	431059	Other Code Violation Fines
12.18.060	discharge limits.	<u>recovery</u>	<u>recovery</u>				
D.	Notification of Noncompliance						
12.18.030	Failure to provide a written response as required by an enforcement action.	<u>\$200.00</u>	<u>\$200.00</u>	6081	14702	431059	Other Code Violation Fines
12.12.190	Failure to notify of changed conditions for discharge, impact to POTW present	<u>\$500.00</u>	<u>\$500.00</u>	6081	14702	431059	Other Code Violation Fines
12.12.300	Failure to immediately report any slug load, spill, or discharge that could cause interference or pass-through.	<u>\$250.00</u>	<u>\$250.00</u>	6081	14702	431059	Other Code Violation Fines
E.	Reporting Requirements						
12.12.150	Failure to submit any required report (more than 45 days)	<u>\$500.00</u>	<u>\$500.00</u>	6081	14702	431059	Other Code Violation Fines
12.12.310	Falsification of required report in lieu of compliance	<u>\$500.00</u>	<u>\$500.00</u>	6081	14702	431059	Other Code Violation Fines
F.	Monitoring						
12.12.200							
12.12.240 or	Failure to conduct self-monitoring as required in						
12.12.254	permit.	<u>\$200.00</u>	<u>\$200.00</u>	6081	14702	431059	Other Code Violation Fines
G.	Best Management Practices						
12.12.278	Failure to implement required Best Management Practices	<u>\$200.00</u>	<u>\$200.00</u>	6081	14702	431059	Other Code Violation Fines

		<u>Fiscal Year 2020/21</u>	<u>Fiscal Year 2021/22</u>	<u>Oracle Fund</u>	<u>Oracle Program</u>	<u>Natural Account</u>	<u>Natural Account Title</u>
ADMINISTRATIVE CITATION FINE SCHEDULE FOR SEWER USE VIOLATIONS (cont'd)							
H.	Pre-Treatment Facilities and Monitoring Equipment						
12.12.012							
12.12.026	Failure to install required pretreatment equipment	<u>\$500.00</u>	<u>\$500.00</u>	6081	14702	431059	Other Code Violation Fines
12.12.030	Failure to maintain required pretreatment equipment	<u>\$250.00</u>	<u>\$250.00</u>	6081	14702	431059	Other Code Violation Fines
12.12.200	Failure to install monitoring equipment	<u>\$500.00</u>	<u>\$500.00</u>	6081	14702	431059	Other Code Violation Fines
12.12.250	Failure to maintain monitoring equipment	<u>\$250.00</u>	<u>\$250.00</u>	6081	14702	431059	Other Code Violation Fines
	Failure to meet, within ninety days of the scheduled date, a compliance schedule milestone contained in an individual wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance.						
12.04.030		<u>\$500.00</u>	<u>\$500.00</u>	6081	14702	431059	Other Code Violation Fines
I.	Protection from Accidental and Slug Discharges						
12.12.290	Failure to provide protection from accidental discharge of prohibited materials or other wastes.	<u>\$500.00</u>	<u>\$500.00</u>	6081	14702	431059	Other Code Violation Fines
12.12.290	Failure to provide protection from accidental discharge of prohibited materials or other wastes, harm to POTW or environment.	<u>\$1,000.00</u>	<u>\$1,000.00</u>	6081	14702	431059	Other Code Violation Fines
J.	Denial of Access						
12.12.260	Entry denied or consent withdrawn, copies of records denied	<u>\$250.00</u>	<u>\$250.00</u>	6081	14702	431059	Other Code Violation Fines
K.	Prohibition of use of Dilution Waters						
12.12.060	Use of diluting waters as a partial or complete substitute for adequate treatment.	<u>\$500.00</u>	<u>\$500.00</u>	6081	14702	431059	Other Code Violation Fines
1.05.100	New: Late Payments for Administrative Citations assessed under Section 9.09 of Fee Schedule	<u>N/A</u>	<u>1% per month</u>	6081	14702	431059	Other Code Violation Fines
<u>SECTION 9.10</u> ADMINISTRATIVE CITATION FINE SCHEDULE FOR STORMWATER MANAGEMENT VIOLATIONS							
A.	Discharge Prohibited						
12.60.070 (a) and (b)	Failure to prohibit discharge to the storm drain, resulting in discharge to the storm drain system.	<u>\$500 or actual cost recovery</u>	<u>\$500 or actual cost recovery</u>	6081	14706	431059	Other Code Violation Fines
B.	Best Management Practices						
12.60.230	Failure to implement minimum best management practices	<u>\$250.00</u>	<u>\$250.00</u>	6081	14706	431059	Other Code Violation Fines
	Negligent gross failure to implement BMPs;	<u>\$500.00</u>	<u>\$500.00</u>	6081	14706	431059	Other Code Violation Fines
C.	Maintenance of Stormwater Treatment Facilities						
12.60.260	Failure to maintain installed stormwater treatment facilities, hydromodification management facilities and/or source control best management practices on the owner's property.	<u>\$250.00</u>	<u>\$250.00</u>	6081	14706	431059	Other Code Violation Fines
1.05.100	New: Late Payments for Administrative Citations assessed under Section 9.10 of Fee Schedule	<u>N/A</u>	<u>1% per month</u>	6081	14702	431059	Other Code Violation Fines

			<u>Fiscal Year</u> <u>2020/21</u>	<u>Fiscal Year</u> <u>2021/22</u>	<u>Oracle</u> <u>Fund</u>	<u>Oracle</u> <u>Program</u>	<u>Natural</u> <u>Account</u>	<u>Natural Account</u> <u>Title</u>
<u>SECTION 9.11 ADMINISTRATIVE CITATION FINE SCHEDULE FOR WATER</u>								
A.	Cross-Connection Control & Backflow Code Violations							
12.28.290	First Violation		<u>\$100.00</u>	<u>\$100.00</u>	6041	14301	431059	Other Code Violation Fines
	Second Violation within 12 months of most recent citation date.		<u>\$200.00</u>	<u>\$200.00</u>	6041	14301	431059	Other Code Violation Fines
	Third Violation within 12 months of most recent citation date.		<u>\$500.00</u>	<u>\$500.00</u>	6041	14301	431059	Other Code Violation Fines
1.05.100	New	Late Payments for Administrative Citations assessed under Section 9.11 of Fee Schedule	<u>N/A</u>	<u>1% per month</u>	6081	14702	431059	Other Code Violation Fines
<u>SECTION 9.12 ADMINISTRATIVE FINES FOR VIOLATION OF DROUGHT RESTRICTIONS (Expired April 30, 2016)</u>								
<u>SECTION 9.13 SMaRT STATION PUBLIC HAUL GATE RATES</u>								
The Director of Environmental Services is authorized to administratively establish SMaRT Station Public Haul Gate Rates for materials not otherwise specified in this document. Schedules shall be established based upon market conditions and City Council adopted policies to ensure fairness and accessibility while attaining fiscal self-sufficiency. Schedules shall be published and available to the public.								
A.	New:Hauling Fee - Uncovered Load							
8.16.180		Fee assessed to any operator of an uncovered, open bed truck hauling waste and recyclables for disposal at the SMaRT Station.	<u>N/A</u>	<u>\$15.00</u>	6041	14501	432604	SMaRT Public Haul Receipts - For Distribution
<u>SECTION 9.14 WATER THEFT PENALTY</u>								
	<u>Water Theft Fine</u> (RTC 16-0662)							
12.24.115	Theft of potable or recycled water from the City							
	This penalty shall be imposed for any unlawful use of City potable or recycled water per municipal code.		<u>\$1,000.00</u>	<u>\$1,000.00</u>	6041	14301	431019	Other General Fines or Penalties

CITY OF SUNNYVALE
FISCAL YEAR 2021/22
UTILITY FEE SCHEDULE

Section 1.01 - Water Service Fees

Service Charges: The service charges for each customer class who are billed monthly and bi-monthly shall be based on meter size. In mobile home developments where dwelling units are served by individual meters, and not by a master meter, the single family residential water service rate shall apply.

Meter Size	Single Family		Multi Family/Commercial		Mobile Home Park		Landscape			Fire Line	
	Monthly	Bi-monthly	Monthly	Bi-monthly	Monthly	Bi-monthly	Monthly	Bi-monthly	Bi-monthly	Monthly	Bi-monthly
5/8" x 3/4"	\$14.26	\$28.52	\$23.90	\$47.80							
3/4"	\$20.11	\$40.22	\$34.55	\$69.10							
1"	\$31.78	\$63.56	\$55.85	\$111.70						\$3.64	\$7.28
1-1/2"	\$60.96	\$121.92	\$109.08	\$218.16			\$155.48	\$310.96	\$53.96	\$107.92	\$4.69
2"	\$95.97	\$191.94	\$173.00	\$346.00			\$247.19	\$494.38	\$86.35	\$172.70	\$5.96
3"			\$343.37	\$686.74			\$491.81	\$983.62	\$172.69	\$345.38	\$9.95
4"			\$525.06	\$1,050.12			\$766.96	\$1,533.92	\$269.83	\$539.66	\$17.28
6"				\$1,067.55	\$2,135.10		\$1,531.35	\$3,062.70	\$539.68	\$1,079.36	\$36.17
8"				\$1,706.53	\$3,413.06		\$2,448.62	\$4,897.24	\$863.47	\$1,726.94	\$61.37
10"				\$8,950.82	\$4,475.41		\$8,950.82		\$2,266.61	\$4,533.22	\$94.93

Subject to FY 2021/22 Utility Fees Hearing on 06/29/2021

Section 1.02 - Water Within City Limits

Water sold to consumers within the corporate limits of the City of Sunnyvale shall be sold at the rates specified. All users shall pay a water charge for each one-hundred cubic feet (equal to 748 gallons), or part thereof, of water as follows. In residential developments where two (2) or more dwelling units are served by a common meter, the upper limit (in cubic feet) of each rate block shall be multiplied by the dwelling units served by the common meter in calculating the rates to be applied to water usage monitored by the common meter. In such case, the lower limit of each rate block shall be one (1) cubic foot over the upper limit of the next lower rate block.

Single Family Residential/Mobile Home	Tiered Rate Thresholds (CCF)		Volume Rates by Tier (per CCF)	
	Tier 1	Tier 2	Tier 1	Tier 2
Monthly	0-5	6 +	\$4.46	\$5.44
Bi-monthly	0-10	11 +	\$4.46	\$5.44

All Other Customer Classes	Rate/CCF
Multi- Family Residential	\$4.92
Commercial	\$4.92
Landscape	\$4.92
Institutional	\$4.92
Recycled Water	
Landscape	\$4.44
Institutional	\$4.44
Leak Adjustment*	\$3.93

*Water lost due to leaks will be charged at this reduced rate upon approved application for leak adjustment, including proof of repair. Limit one adjustment for one billing cycle per year.

Section 1.03 - Water Outside the City Limits

The charges for all water, except reclaimed water, delivered through water meters to consumers outside the corporate limits of the City shall be equal to the charges set forth in Sections 1.01

Section 1.04 - Tampering with Equipment Prohibited

No person or persons shall, without a written permit from the city, open or in any way tamper with or make any addition or alteration whatever to any street main, service connection, meter, stopcock, valve or aircock connected with the water mains. A charge for associated costs of labor, materials for repair or replacement, as the case may be, plus a 15% administrative charge may be included with the water service bill and collected under the same rules and regulations.

Oracle Prog	Natural Account	Natural Account Title
00001	432371	Water Meter Use Fees

00001	432291	Water Sales - Residential
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00001	432291	Water Sales - Residential
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00001	434294	Damage to City Property
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CITY OF SUNNYVALE
FISCAL YEAR 2021/22
UTILITY FEE SCHEDULE

	Oracle Prog	Natural Account	Natural Account Title														
<u>Section 1.05 - Residential Wastewater Fees</u> The monthly rate for wastewater service for residential users shall be the following charge for each dwelling unit.	00001	432391	Services Charges - City														
Subject to FY 2021/22 Utility Fees Hearing on 06/29/2021																	
<table><tr><th>Customer Class</th><th>Monthly</th><th>Bi-monthly</th></tr><tr><td>Single Family</td><td>\$55.52</td><td>\$111.04</td></tr><tr><td>All other residential</td><td>\$38.44</td><td>\$76.88</td></tr><tr><td></td><td></td><td></td></tr></table>	Customer Class	Monthly	Bi-monthly	Single Family	\$55.52	\$111.04	All other residential	\$38.44	\$76.88								
Customer Class	Monthly	Bi-monthly															
Single Family	\$55.52	\$111.04															
All other residential	\$38.44	\$76.88															
<u>Section 1.06 - Commercial Wastewater Fees</u> The monthly rate for wastewater service for commercial users shall be the following charge for each 100 cubic feet or fraction thereof of sanitary sewage and waste discharge from the premises.	00001	432391	Wastewater Services Charges - City														
Subject to FY 2021/22 Utility Fees Hearing on 06/29/2021																	
<table><tr><th>Customer Class</th><th>Per 100 cubic feet</th></tr><tr><td>Low Strength</td><td>\$5.34</td></tr><tr><td>Standard Strength</td><td>\$5.90</td></tr><tr><td>High Strength</td><td>\$10.19</td></tr><tr><td></td><td></td></tr></table>	Customer Class	Per 100 cubic feet	Low Strength	\$5.34	Standard Strength	\$5.90	High Strength	\$10.19									
Customer Class	Per 100 cubic feet																
Low Strength	\$5.34																
Standard Strength	\$5.90																
High Strength	\$10.19																
<u>Section 1.07 - Significant Industrial User Sewer Charges*</u> The monthly rate for wastewater service for all significant industrial users for each one hundred (100) cubic feet or fraction thereof, of sanitary sewage and waste discharge from the premises shall be the annual total flow in hundred cubic feet divided into the sum of the following:	00001	432391	Wastewater Services Charges - City														
Subject to FY 2021/22 Utility Fees Hearing on 06/29/2021																	
<table><tr><th>Wastewater Characteristics</th><th></th></tr><tr><td></td><td></td></tr><tr><td>Per 1,000,000 gallons of sewage discharged</td><td>\$5,545.03</td></tr><tr><td>Per 1,000 pounds of suspended solids discharged</td><td>\$1,998.32</td></tr><tr><td>Per 1,000 pounds of total organic carbon discharged</td><td>\$2,631.91</td></tr><tr><td>Per 1,000 pounds of ammonia nitrogen discharged</td><td>\$7,915.48</td></tr><tr><td></td><td></td></tr></table>	Wastewater Characteristics				Per 1,000,000 gallons of sewage discharged	\$5,545.03	Per 1,000 pounds of suspended solids discharged	\$1,998.32	Per 1,000 pounds of total organic carbon discharged	\$2,631.91	Per 1,000 pounds of ammonia nitrogen discharged	\$7,915.48					
Wastewater Characteristics																	
Per 1,000,000 gallons of sewage discharged	\$5,545.03																
Per 1,000 pounds of suspended solids discharged	\$1,998.32																
Per 1,000 pounds of total organic carbon discharged	\$2,631.91																
Per 1,000 pounds of ammonia nitrogen discharged	\$7,915.48																
<u>Section 1.08 - Wastewater Outside the City Limits</u> The charges for all wastewater services provided to consumers outside the corporate limits of the City shall be equal to the charges set forth in Sections 1.04, 1.05 and 1.06.	00001	432391	Wastewater Services Charges - City														
* Minimum charge per 100 cubic feet for charges calculated in Section 1.07 is equivalent to the Standard Strength rate in Section 1.06																	

CITY OF SUNNYVALE
FISCAL YEAR 2021/22
UTILITY FEE SCHEDULE

Section 1.09 Collection and Disposal Within the City Limits

Single Family Residential Food Cycle Split Cart Service Rates

Monthly rate for each living unit for one day a week curbside collection service. Single-family rates apply to one to three units. Single-family property with an accessory dwelling unit (ADU) must maintain separate cart service for each unit. FoodCycle split carts have two compartments; one for garbage and the other for food scraps. Duplex or Triplex properties must maintain separate cart service for each unit. One no-charge cart exchange per calendar year. Single-family rear yard collection service available for qualifying disabled customers only. Limit of one cart for each living unit provided by franchise holder. Fees include recycling, food scraps and yard waste services. Minimum service level of one medium cart. Duplex or Triplex properties must maintain separate cart service for each unit. FoodCycle split carts have two compartments; one for garbage and the other for food scraps. Duplex or Triplex properties must maintain separate cart service for each unit. One no-charge cart exchange per calendar year. Single-family rear yard collection service available for qualifying disabled customers only. Limit of one cart for each living unit provided by franchise holder. Fees include recycling, food scraps and yard waste services.

Cart Size	Single Family		Mobile Home	
	Monthly	Bi-monthly	Monthly	Bi-monthly
Minimum Charge per Unit	\$38.85	\$77.70	\$31.32	\$62.64
Small (27-gallon) Cart	\$38.85	\$77.70	\$31.32	\$62.64
Medium (43-gallon) Cart	\$43.13	\$86.26		
Large (64-gallon) Cart	\$48.54	\$97.08		
Extra Garbage Tag				
Cart Exchange Fee				

Subject to FY 2021/22 Utility Fees Hearing on 06/29/2021

Multi Family Residential Garbage Cart and Food Cycle Split Cart Service Rates

Monthly rate for each living unit for one day a week curbside collection service. Multi-family rates apply to 4 units or more. Food Cycle split carts have two compartments; one for garbage and the other for food scraps. Rates are based on garbage capacity only. One no-charge cart exchange per calendar year. Limit of one cart for each living unit provided by franchise holder. Fees include multi-family recycling and yard waste service. Multi-family dwellings with cart service must pay the minimum charge for each dwelling unit.

Cart Size	Curbside		Rear Yard	
	Monthly	Bi-monthly	Monthly	Bi-monthly
Minimum Charge per Unit (Garbage Cart)	\$51.83	\$103.66	\$66.92	\$133.84
65-gallon garbage cart	\$51.83	\$103.66	\$66.92	\$133.84
95-gallon garbage cart	\$60.11	\$120.22	\$75.20	\$150.40
Minimum Charge per Unit (Food Cycle Cart)	\$43.13	\$86.26	\$58.22	\$116.44
43-gallon garbage capacity Food Cycle cart	\$43.13	\$86.26	\$58.22	\$116.44
64-gallon garbage capacity Food Cycle cart	\$48.54	\$97.08	\$63.63	\$127.26

Oracle Prog	Natural Account	Natural Account Title
00001	432439	Solid Waste Fees

00001	432439	Solid Waste Fees
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CITY OF SUNNYVALE
FISCAL YEAR 2021/22
UTILITY FEE SCHEDULE

Commercial Cart Service Rates

Oracle Prog	Natural Account	Natural Account Title
00001	432439	Solid Waste Fees

Monthly rate for collection services. Carts provided by franchise holder. Two cart limit unless approved by Sunnyvale Environmental Services Department.

Cart Size	1x/week		2x/week		3x/week		4x/week		5x/week	
	First Cart	Add'l Cart	First Cart	Add'l Cart	First Cart	Add'l Cart	First Cart	Add'l Cart	First Cart	Add'l Cart
Minimum Charge per Unit	\$41.61									
35-gallon cart	\$41.61	\$18.09	\$64.99	\$29.14	\$88.36	\$40.20	\$111.74	\$51.25	\$135.11	\$62.30
65-gallon cart	\$49.89	\$26.37	\$81.55	\$45.70	\$113.20	\$65.03	\$144.85	\$84.36	\$176.51	\$103.70
95-gallon cart	\$58.17	\$34.65	\$98.10	\$62.26	\$138.04	\$89.88	\$177.98	\$117.49	\$217.91	\$145.10
Commercial Cart Deposit	\$50.00									
Cart Exchange Fee	\$20.00									

Commercial FoodCycle Split Cart Service Rates

00001	432439	Solid Waste Fees
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FoodCycle split cart rates become effective with implementation of a commercial food scraps collection program. Split carts have two compartments; one side for garbage/refuse and the other side for food scraps. Monthly rate for collection services. Carts provided by franchise holder. Two cart limit unless approved by Sunnyvale Environmental Services Department.

Cart Size	1x/week	
	First Cart	Add'l Cart
Minimum Charge per Unit	\$38.85	
Small (27-gallon) Cart	\$38.85	\$15.33
Medium (43-gallon) Cart	\$43.13	\$19.60
Large (64-gallon) Cart	\$48.54	\$25.02
Commercial Cart Deposit	\$50.00	
Cart Exchange Fee	\$20.00	

Commercial and Multi-Family Food Scraps Cart Service Rates

00001	432439	Solid Waste Fees
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Monthly rate for collection services. Carts provided by franchise holder. Two cart limit. Weight limits apply and are based on the size of the container. Customers must meet market-based quantity and quality standards to qualify for service.

Cart Size	1x/week		2x/week		3x/week		4x/week		5x/week	
	First Cart	Add'l Cart	First Cart	Add'l Cart	First Cart	Add'l Cart	First Cart	Add'l Cart	First Cart	Add'l Cart
Minimum Charge per Unit	\$31.21									
35-Gallon Cart	\$31.21	\$13.57	\$48.74	\$21.86	\$66.27	\$30.15	\$83.81	\$38.44	\$101.33	\$46.73
Commercial Cart Deposit	\$50.00									
Cart Exchange Fee	\$20.00									

Subject to FY 2021/22 Utility Fees Hearing on 06/29/2021

CITY OF SUNNYVALE
FISCAL YEAR 2021/22
UTILITY FEE SCHEDULE

Commercial/Multi-Family Bin Service Rates

Monthly rate for customer or franchise holder provided containers. One no charge bin cleaning/repaint per calendar year for franchise holder provided containers upon request. Lock service fees monthly in addition to collection charges. 1, 2, 3, 4, and 6 cubic yard containers are available for either refuse or source separated clean green waste. 15, 20, 30 and 40-cubic yard on-call containers are available for general debris, source-separated clean wood, and clean green waste.

Oracle Prog	Natural Account	Natural Account Title
00001	432439	Solid Waste Fees

Bin Size	Monthly Rental	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week	
1 Cubic Yard	\$17.24	\$162.46	\$324.93	\$487.39	\$649.84			\$154.04
2 Cubic Yard	\$18.31	\$294.99	\$589.97	\$884.95	\$1,177.90			\$181.99
3 Cubic Yard	\$19.04	\$427.50	\$855.00	\$1,282.50	\$1,710.00		\$2,565.02	\$209.93
4 Cubic Yard	\$20.23	\$560.03	\$1,120.05	\$1,680.08	\$2,240.11	\$2,800.13	\$3,360.16	\$237.88
6 Cubic Yard	\$22.06	\$822.93	\$1,645.86	\$2,468.79	\$3,291.72	\$4,114.66	\$4,937.59	\$293.76
8 Cubic Yard	\$28.97	N/A	N/A	N/A	N/A	N/A	N/A	\$447.87
Credit for 8 Cubic Yard Bin containing only clean asphalt and concrete with no rest								\$96.14
15 Cubic Yard		\$6,078.11	\$7,617.17	\$10,156.23	\$12,695.29	N/A		\$585.94
20 Cubic Yard		\$6,339.63	\$9,509.44	\$12,679.25	\$15,849.07	N/A		\$731.50
30 Cubic Yard		\$4,431.33	\$8,862.65	\$13,293.98	\$17,725.30	\$22,156.63	N/A	\$1,022.62
40 Cubic Yard	\$52.38	\$5,744.80	\$11,489.60	\$17,234.40	\$22,979.20	\$28,724.00	N/A	\$1,325.73
Lock Service Fees		\$4.57	\$9.13	\$13.70	\$18.26	\$22.83	\$27.39	
Lock Installation Fee (One-time charge per bin)		\$96.15						

Subject to FY 2021/22 Utility Fees Hearing on 06/29/2021

CITY OF SUNNYVALE
FISCAL YEAR 2021/22
UTILITY FEE SCHEDULE

Commercial Food Scraps Bin Service Rates

Oracle Prog	Natural Account	Natural Account Title
00001	432439	Solid Waste Fees

Monthly rate for customer or franchise holder provided containers. One no charge bin cleaning/repaint per calendar year for company provided containers upon request. Lock service fees monthly in addition to collection charges.

Bin Size	Monthly Rental	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
1 Cubic Yard	\$17.24	\$121.85	\$243.70	\$365.54	\$487.38		\$135.53
2 Cubic Yard	\$18.31	\$221.24	\$442.48	\$663.71	\$884.95		\$136.49
Lock Service Fees		\$4.57	\$9.13	\$13.70			\$27.39
Lock Installation Fee (One-time charge per bin)		\$96.15					

Push Out Service Fees

00001	432439	Solid Waste Fees
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Monthly rate for collection services requiring container push out of distances greater than 100 feet. Ground must be smooth and level (slope ≤ 2%).

Bin Size		1x/week	3x/week	4x/week	5x/week	6x/week
1 Cubic Yard	\$12.55	\$25.11	\$37.67	\$50.22	\$62.77	\$75.33
2 Cubic Yard	\$12.55	\$25.11	\$37.67	\$50.22	\$62.77	\$75.33
3 Cubic Yard	\$20.08	\$40.18	\$60.26	\$80.35	\$100.43	\$120.53

CITY OF SUNNYVALE
FISCAL YEAR 2021/22
UTILITY FEE SCHEDULE

Compacted Garbage Service Fees

Monthly rates for collection services. Rates for unlisted sizes shall be calculated based on the cost of providing service.

Oracle Prog	Natural Account	Natural Account Title
00001	432439	Solid Waste Fees

Compactor Size	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week	On-call
1.5 Cubic Yard	\$273.97	\$547.93	\$821.91	\$1,095.88	\$1,369.85	\$1,643.81	\$194.04
2 Cubic Yard	\$355.32	\$710.62	\$1,065.94	\$1,421.24	\$1,776.56	\$2,131.88	\$216.69
2.5 Cubic Yard	\$434.51	\$869.03	\$1,303.55	\$1,738.06	\$2,172.57	\$2,607.08	\$239.34
3 Cubic Yard	\$517.99	\$1,036.00	\$1,553.99	\$2,071.99	\$2,589.98	\$3,107.99	\$261.99
4 Cubic Yard	\$680.47	\$1,361.37	\$2,042.05	\$2,722.73	\$3,403.42	\$4,084.10	\$307.28
6 Cubic Yard	\$1,003.91	\$2,007.83	\$3,011.75	\$4,015.67	\$5,019.58	\$6,023.49	\$307.28
7 Cubic Yard	\$2,131.70	\$4,263.40	\$6,395.10	\$8,526.79	\$10,658.49	\$12,790.18	\$307.28
10 Cubic Yard	\$2,768.08	\$5,536.17	\$8,304.25	\$11,072.35	\$13,840.43	\$16,608.51	\$307.28
15 Cubic Yard	\$3,828.74	\$7,657.47	\$11,486.21	\$15,314.94	\$19,143.67	\$22,971.80	\$307.28
16 Cubic Yard	\$4,040.87	\$8,081.73	\$12,122.59	\$16,163.46	\$20,205.32	\$24,247.19	\$932.54
18 Cubic Yard	N/A	N/A	N/A	N/A	N/A	N/A	\$1,030.44
20 Cubic Yard	\$4,889.38	\$9,778.77	\$14,668.15	\$19,557.54	\$24,446.93	\$29,336.30	\$1,128.36
25 Cubic Yard	\$5,950.03	\$11,900.06	\$17,850.09	\$23,800.12	\$29,750.16	\$35,700.19	\$1,373.12
27 Cubic Yard	\$6,374.30	\$12,748.60	\$19,122.90	\$25,497.16	\$31,871.46	\$38,245.75	\$1,471.04
28 Cubic Yard	\$6,586.42	\$13,172.84	\$19,759.26	\$26,345.69	\$32,932.10	\$39,518.52	\$1,519.99
29 Cubic Yard			\$20,395.65	\$27,194.20	\$33,992.75	\$40,791.31	\$1,568.94
30 Cubic Yard			\$21,032.04	\$28,042.72	\$35,053.40	\$42,064.08	\$1,617.90
31 Cubic Yard		\$14,445.62	\$21,668.43	\$28,891.24	\$36,114.05	\$43,336.86	\$1,666.86
32 Cubic Yard	\$7,434.94	\$14,869.88	\$22,304.82	\$29,739.76	\$37,174.70	\$44,609.64	\$1,715.81
34 Cubic Yard	\$7,859.20	\$15,718.39	\$23,577.60	\$31,436.80	\$39,295.99	\$47,155.19	\$1,813.72
35 Cubic Yard	\$8,071.33	\$16,142.66	\$24,213.99	\$32,285.31	\$40,356.64	\$48,427.97	\$1,862.67
36 Cubic Yard	\$8,283.45	\$16,566.92	\$24,850.37	\$33,133.83	\$41,417.29	\$49,700.75	\$1,911.62
38 Cubic Yard	\$8,707.72	\$17,415.43	\$26,123.16	\$34,830.87	\$43,538.59	\$52,246.30	\$2,009.54
40 Cubic Yard	\$9,131.98	\$18,263.95	\$27,395.93	\$36,527.18	\$45,659.89	\$54,791.86	\$2,107.45
42 Cubic Yard	\$9,556.24	\$19,112.48	\$28,668.71	\$38,224.95	\$47,781.18	\$57,337.42	\$2,205.35
45 Cubic Yard	\$10,192.62	\$20,385.25	\$30,577.87	\$40,770.51	\$50,963.13	\$61,155.75	\$2,352.22

Special On-Call Service

Service available to any customer utilizing containers supplied by the user or franchise holder and applies to service in addition to regularly scheduled pick ups. Labor rates are per quarter hour on the job site.

Truck and Driver	\$126.10
Each additional personnel unit	\$78.37
Fee per cubic yard or fraction thereof	\$31.11

Return Trip Fee Per Container

For truck and driver to return to location to provide service due to blocked access, overloaded bin, contamination, etc.

Truck and Driver	\$126.10
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Maintenance of Containers Supplied by Franchise Holder

Standard containers supplied by the franchise holder may require cleaning and/or painting at customer request, as ordered by the health department, or due to damage. If cleaning and/or painting is beyond the one no charge bin cleaning/repaint per calendar year, fee will be based on the actual cost of cleaning and/or painting provided.

Commercial Corrugated Cardboard Collection

Monthly Fee for Service

Customers must meet market-based quantity and quality standards to qualify for service.

3 Cubic Yard Bin Rental	\$19.04
6 Cubic Yard Bin Rental	\$22.06
15 Cubic Yard Bin Rental	\$34.41
20 Cubic Yard Bin Rental	\$43.79
30 Cubic Yard Bin Rental	\$47.68
40 Cubic Yard Bin Rental	\$52.38

**CITY OF SUNNYVALE
FISCAL YEAR 2021/22
RECOMMENDED FEE SCHEDULE**

BUILDING PERMIT FEE TABLE

TOTAL VALUATION		BUILDING PERMIT FEES*	
\$	1 to \$ 2,000	\$ 113.62	\$ 117.00 for the first \$2,000 of value
\$	2,001 to \$ 25,000	\$ 188.72 \$ 22.97	\$ 194.00 for the first \$2,000 of value, plus \$ 24.00 for each additional \$1,000 of value or fraction thereof
\$	25,001 to \$ 50,000	\$ 717.13 \$ 16.57	\$ 739.00 for the first \$25,000 of value, plus \$ 17.00 for each additional \$1,000 of value or fraction thereof
\$	50,001 to \$ 100,000	\$ 1,131.36 \$ 11.49	\$ 1,165.00 for the first \$50,000 of value, plus \$ 12.00 for each additional \$1,000 of value or fraction thereof
\$	100,001 to \$ 500,000	\$ 1,705.73 \$ 9.19	\$ 1,757.00 for the first \$100,000 of value, plus \$ 9.00 for each additional \$1,000 of value or fraction thereof
\$	500,001 to \$ 1,000,000	\$ 5,381.68 \$ 7.80	\$ 5,543.00 for the first \$500,000 of value, plus \$ 8.00 for each additional \$1,000 of value or fraction thereof
\$	1,000,001 and up	\$ 9,283.62 \$ 5.18	\$ 9,562.00 for the first \$1,000,000 of value, plus \$ 5.00 for each additional \$1,000 of value or fraction thereof

*Permit fees (except for the minimum fees) are based on Table A-1 of the 2001 California Building Code plus annual inflation.

CITY OF SUNNYVALE
FISCAL YEAR 2021/22
RECOMMENDED FEE SCHEDULE
CONSTRUCTION VALUATION DATA

OCCUPANCY AND TYPE	Per Sq. Ft. New	Per Sq. Ft. Remodel	Per Sq. Ft. New	Per Sq. Ft. Remodel
1 Apartment Houses				
Type I or II F.R.	135	50	139	52
Type V-Masonry or Type III	109	41	112	42
Type V-Wood Frame	101	38	104	39
Type I-Basement Garage	45	23	46	24
2 Auditoriums				
Type I or II F.R.	130	52	134	54
Type II - 1-Hour	94	42	97	43
Type II - N	88	42	91	43
Type III - 1-Hour	99	42	102	43
Type III - N	94	42	97	43
Type V - 1-Hour	95	42	98	43
Type V - N	88	42	91	43
3 Banks				
Type I or II F.R.	182	66	187	68
Type II - 1-Hour	135	66	139	68
Type II - N	130	66	134	68
Type III - 1-Hour	148	66	152	68
Type III - N	143	66	147	68
Type V - 1-Hour	135	64	139	66
Type V - N	129	64	133	66
4 Bowling Alleys				
Type II - 1-Hour	63	42	65	43
Type II - N	59	42	61	43
Type III - 1-Hour	68	42	70	43
Type III - N	64	42	66	43
Type V - 1-Hour	45	42	46	43
5 Churches				
Type I or II F.R.	122	48	126	49
Type II - 1-Hour	92	42	95	43
Type II - N	87	42	90	43
Type III - 1-Hour	100	42	103	43
Type III - N	96	42	99	43
Type V - 1-Hour	94	42	97	43
Type V - N	88	42	91	43
6 Convalescent Hospitals				
Type I or II F.R.	171	66	176	68
Type II - 1-Hour	118	48	122	49
Type III - 1-Hour	122	48	126	49
Type V - 1-Hour	114	48	117	49
7 Dwellings				

CITY OF SUNNYVALE
FISCAL YEAR 2021/22
RECOMMENDED FEE SCHEDULE
CONSTRUCTION VALUATION DATA

OCCUPANCY AND TYPE	Per Sq. Ft. New	Per Sq. Ft. Remodel	Per Sq. Ft. New	Per Sq. Ft. Remodel
Type V - Masonry	118	64	122	66
Type V - Wood Frame	118	64	122	66
Basement - Semi-Finished	29	24	30	25
Basement - Unfinished	23	24	24	25
8 Fire Stations				
Type I or II F.R.	141	54	145	56
Type II - 1-Hour	93	42	96	43
Type II - N	87	42	90	43
Type III - 1-Hour	102	42	105	43
Type III - N	98	42	101	43
Type V - 1-Hour	96	42	99	43
Type V - N	91	42	94	43
9 Homes for the Elderly				
Type I or II F.R.	128	50	132	52
Type II - 1-Hour	104	42	107	43
Type II - N	99	42	102	43
Type III - 1-Hour	108	42	111	43
Type III - N	104	42	107	43
Type V - 1-Hour	104	42	107	43
Type V - N	101	42	104	43
10 Hospitals				
Type I or II F.R.	201	80	207	82
Type III - 1-Hour	167	66	172	68
	160	63	165	65
11 Hotels and Motels				
Type I or II F.R.	125	50	129	52
Type III - 1-Hour	108	47	111	48
Type III - N	103	42	106	43
Type V - 1-Hour	94	42	97	43
Type V - N	93	42	96	43
12 Industrial Plants				
Type I or II F.R.	70	42	72	43
Type II - 1-Hour	48	42	49	43
Type II - N	44	42	45	43
Type III - 1-Hour	55	42	57	43
Type III - N	50	42	52	43
Tilt-Up	37	42	38	43
Type V - 1-Hour	50	42	52	43
Type V - N	46	42	47	43
13 Jails				
Type I or II F.R.	197	75	203	77
Type III - 1-Hour	179	70	184	72

CITY OF SUNNYVALE
FISCAL YEAR 2021/22
RECOMMENDED FEE SCHEDULE
CONSTRUCTION VALUATION DATA

OCCUPANCY AND TYPE	Per Sq. Ft. New	Per Sq. Ft. Remodel	Per Sq. Ft. New	Per Sq. Ft. Remodel
Type V - 1-Hour	135	58	139	60
14 Libraries				
Type I or II F.R.	143	59	147	61
Type II - 1-Hour	105	42	108	43
Type II - N	100	42	103	43
Type III - 1-Hour	110	42	113	43
Type III - N	105	42	108	43
Type V - 1-Hour	104	42	107	43
Type V - N	100	42	103	43
15 Medical Offices				
Type I or II F.R.	147	69	151	71
Type II - 1-Hour	113	50	116	52
Type II - N	108	50	111	52
Type III - 1-Hour	123	50	127	52
Type III - N	114	50	117	52
Type V - 1-Hour	111	50	114	52
Type V - N	107	50	110	52
16 Offices				
Type I or II F.R.	132	63	136	65
Type II - 1-Hour	88	42	91	43
Type II - N	83	42	85	43
Type III - 1-Hour	96	42	99	43
Type III - N	92	42	95	43
Type V - 1-Hour	90	42	93	43
Type V - N	83	42	85	43
17 Private Garages				
Wood Frame	30	21	31	22
Masonry	34	21	35	22
Open Carports	21	13	22	13
18 Public Buildings				
Type I or II F.R.	151	72	156	74
Type II - 1-Hour	123	54	127	56
Type II - N	117	54	121	56
Type III - 1-Hour	128	54	132	56
Type III - N	123	54	127	56
Type V - 1-Hour	116	54	119	56
Type V - N	112	54	115	56
19 Public Garages				
Type I or II F.R.	61	30	63	31
Type I or II Open Parking	45	30	46	31
Type II - N	34	30	35	31

CITY OF SUNNYVALE
FISCAL YEAR 2021/22
RECOMMENDED FEE SCHEDULE
CONSTRUCTION VALUATION DATA

OCCUPANCY AND TYPE	Per Sq. Ft. New	Per Sq. Ft. Remodel	Per Sq. Ft. New	Per Sq. Ft. Remodel
Type III - 1-Hour	45	30	46	31
Type III - N	40	30	41	31
Type V - 1-Hour	41	30	42	31
20 Restaurants				
Type III - 1-Hour	119	80	123	82
Type III - N	115	80	118	82
Type V - 1-Hour	109	72	112	74
Type V - N	105	66	108	68
21 Schools				
Type I or II F.R.	137	80	141	82
Type II - 1-Hour	94	59	97	61
Type III - 1-Hour	100	59	103	61
Type III - N	97	54	100	56
Type V - 1-Hour	94	54	97	56
Type V - N	90	54	93	56
22 Service Stations				
Type II - N	82	42	84	43
Type III - 1-Hour	85	42	88	43
Type V - 1-Hour	73	42	75	43
Canopies	34	21	35	22
23 Stores				
Type I or II F.R.	102	48	105	49
Type II - 1-Hour	62	44	64	45
Type II - N	61	44	63	45
Type III - 1-Hour	75	44	77	45
Type III - N	71	44	73	45
Type V - 1-Hour	64	44	66	45
Type V - N	59	44	61	45
24 Theaters				
Type I or II F.R.	135	63	139	65
Type III - 1-Hour	99	45	102	46
Type III - N	94	44	97	45
Type V - 1-Hour	93	42	96	43
Type V - N	90	42	93	43
25 Residential Additions				
Patio Covers		21		22
Decks		19		20
26 Warehouses				
Type I or II F.R.	61	44	63	45
Type II or V - 1-Hour	36	22	37	23
Type II - V - N	A-80 34	22	35	23

CITY OF SUNNYVALE
FISCAL YEAR 2021/22
RECOMMENDED FEE SCHEDULE

CONSTRUCTION VALUATION DATA

OCCUPANCY AND TYPE	Per Sq. Ft.	Per Sq. Ft.	Per Sq. Ft.	Per Sq. Ft.
	New	Remodel	New	Remodel
Type III - 1-Hour	41	22	42	23
Type III - N	39	22	40	23

2021 & 2022 BUSINESS LICENSE TAX STRUCTURE**Amount due = 2021 Tax + 2022 Tax + \$4.00 State CASp Fee**

To determine the tax due, look up the # of Employees / # of Rental Units in Sunnyvale (*which ever one is higher*). The amount due is the total found in the column **2021 + 2022 + CASp**. Sunnyvale collects on a 2 year cycle and the base year amounts are listed for reference purposes only. If you have any questions, please contact our office at BusinessLicense@sunnyvale.ca.gov or 408-730-7620.

TWO-YEAR BUSINESS LICENSE TAX TABLE

# of Employees or Rental Units	2021 + 2022 + CASp	2021 Tax	2022 Tax	# of Employees or Rental Units	2021 + 2022 + CASp	2021 Tax	2022 Tax	# of Employees	2021 + 2022 + CASp	2021 Tax	2022 Tax	# of Employees	2021 + 2022 + CASp	2021 Tax	2022 Tax
1	\$ 84.53	\$ 39.95	\$ 40.58	241-245	\$ 6,753.26	\$ 3,348.17	\$ 3,401.09	481-485	\$ 13,364.78	\$ 6,628.01	\$ 6,732.77	726-730	\$ 20,114.04	\$ 9,976.18	\$ 10,133.86
2-5	\$ 141.74	\$ 68.33	\$ 69.41	246-250	\$ 6,891.00	\$ 3,416.50	\$ 3,470.50	486-490	\$ 13,502.52	\$ 6,696.34	\$ 6,802.18	731-735	\$ 20,251.78	\$ 10,044.51	\$ 10,203.27
6-10	\$ 279.48	\$ 136.66	\$ 138.82	251-255	\$ 7,028.74	\$ 3,484.83	\$ 3,539.91	491-495	\$ 13,640.26	\$ 6,764.67	\$ 6,871.59	736-740	\$ 20,389.52	\$ 10,112.84	\$ 10,272.68
11-15	\$ 417.22	\$ 204.99	\$ 208.23	256-260	\$ 7,166.48	\$ 3,553.16	\$ 3,609.32	496-500	\$ 13,778.00	\$ 6,833.00	\$ 6,941.00	741-745	\$ 20,527.26	\$ 10,181.17	\$ 10,342.09
16-20	\$ 554.96	\$ 273.32	\$ 277.64	261-265	\$ 7,304.22	\$ 3,621.49	\$ 3,678.73	501-505	\$ 13,915.74	\$ 6,901.33	\$ 7,010.41	746-750	\$ 20,665.00	\$ 10,249.50	\$ 10,411.50
21-25	\$ 692.70	\$ 341.65	\$ 347.05	266-270	\$ 7,441.96	\$ 3,689.82	\$ 3,748.14	506-510	\$ 14,053.48	\$ 6,969.66	\$ 7,079.82	751-755	\$ 20,802.74	\$ 10,317.83	\$ 10,480.91
26-30	\$ 830.44	\$ 409.98	\$ 416.46	271-275	\$ 7,579.70	\$ 3,758.15	\$ 3,817.55	511-515	\$ 14,191.22	\$ 7,037.99	\$ 7,149.23	756-760	\$ 20,940.48	\$ 10,386.16	\$ 10,550.32
31-35	\$ 968.18	\$ 478.31	\$ 485.87	276-280	\$ 7,717.44	\$ 3,826.48	\$ 3,886.96	516-520	\$ 14,328.96	\$ 7,106.32	\$ 7,218.64	761-765	\$ 21,078.22	\$ 10,454.49	\$ 10,619.73
36-40	\$ 1,105.92	\$ 546.64	\$ 555.28	281-285	\$ 7,855.18	\$ 3,894.81	\$ 3,956.37	521-525	\$ 14,466.70	\$ 7,174.65	\$ 7,288.05	766-770	\$ 21,215.96	\$ 10,522.82	\$ 10,689.14
41-45	\$ 1,243.66	\$ 614.97	\$ 624.69	286-290	\$ 7,992.92	\$ 3,963.14	\$ 4,025.78	526-530	\$ 14,604.44	\$ 7,242.98	\$ 7,357.46	771-775	\$ 21,353.70	\$ 10,591.15	\$ 10,758.55
46-50	\$ 1,381.40	\$ 683.30	\$ 694.10	291-295	\$ 8,130.66	\$ 4,031.47	\$ 4,095.19	531-535	\$ 14,742.18	\$ 7,311.31	\$ 7,426.87	776-780	\$ 21,491.44	\$ 10,659.48	\$ 10,827.96
51-55	\$ 1,519.14	\$ 751.63	\$ 763.51	296-300	\$ 8,268.40	\$ 4,099.80	\$ 4,164.60	536-540	\$ 14,879.92	\$ 7,379.64	\$ 7,496.28	781-785	\$ 21,629.18	\$ 10,727.81	\$ 10,897.37
56-60	\$ 1,656.88	\$ 819.96	\$ 832.92	301-305	\$ 8,406.14	\$ 4,168.13	\$ 4,234.01	541-545	\$ 15,017.66	\$ 7,447.97	\$ 7,565.69	786-790	\$ 21,766.92	\$ 10,796.14	\$ 10,966.78
61-65	\$ 1,794.62	\$ 888.29	\$ 902.33	306-310	\$ 8,543.88	\$ 4,236.46	\$ 4,303.42	546-550	\$ 15,155.40	\$ 7,516.30	\$ 7,635.10	791-795	\$ 21,904.66	\$ 10,864.47	\$ 11,036.19
66-70	\$ 1,932.36	\$ 956.62	\$ 971.74	311-315	\$ 8,681.62	\$ 4,304.79	\$ 4,372.83	551-555	\$ 15,293.14	\$ 7,584.63	\$ 7,704.51	796-800	\$ 22,042.40	\$ 10,932.80	\$ 11,105.60
71-75	\$ 2,070.10	\$ 1,024.95	\$ 1,041.15	316-320	\$ 8,819.36	\$ 4,373.12	\$ 4,442.24	556-560	\$ 15,430.88	\$ 7,652.96	\$ 7,773.92	801-805	\$ 22,180.14	\$ 11,001.13	\$ 11,175.01
76-80	\$ 2,207.84	\$ 1,093.28	\$ 1,110.56	321-325	\$ 8,957.10	\$ 4,441.45	\$ 4,511.65	561-565	\$ 15,568.62	\$ 7,721.29	\$ 7,843.33	806-810	\$ 22,317.88	\$ 11,069.46	\$ 11,244.42
81-85	\$ 2,345.58	\$ 1,161.61	\$ 1,179.97	326-330	\$ 9,094.84	\$ 4,509.78	\$ 4,581.06	566-570	\$ 15,706.36	\$ 7,789.62	\$ 7,912.74	811-815	\$ 22,455.62	\$ 11,137.79	\$ 11,313.83
86-90	\$ 2,483.32	\$ 1,229.94	\$ 1,249.38	331-335	\$ 9,232.58	\$ 4,578.11	\$ 4,650.47	571-575	\$ 15,844.10	\$ 7,857.95	\$ 7,982.15	816-820	\$ 22,593.36	\$ 11,206.12	\$ 11,383.24
91-95	\$ 2,621.06	\$ 1,298.27	\$ 1,318.79	336-340	\$ 9,370.32	\$ 4,646.44	\$ 4,719.88	576-580	\$ 15,981.84	\$ 7,926.28	\$ 8,051.56	821-825	\$ 22,731.10	\$ 11,274.45	\$ 11,452.65
96-100	\$ 2,758.80	\$ 1,366.60	\$ 1,388.20	341-345	\$ 9,508.06	\$ 4,714.77	\$ 4,789.29	581-585	\$ 16,119.58	\$ 7,994.61	\$ 8,120.97	826-830	\$ 22,868.84	\$ 11,342.78	\$ 11,522.06
101-105	\$ 2,896.54	\$ 1,434.93	\$ 1,457.61	346-350	\$ 9,645.80	\$ 4,783.10	\$ 4,858.70	586-590	\$ 16,257.32	\$ 8,062.94	\$ 8,190.38	831-835	\$ 23,006.58	\$ 11,411.11	\$ 11,591.47
106-110	\$ 3,034.28	\$ 1,503.26	\$ 1,527.02	351-355	\$ 9,783.54	\$ 4,851.43	\$ 4,928.11	591-595	\$ 16,395.06	\$ 8,131.27	\$ 8,259.79	836-840	\$ 23,144.32	\$ 11,479.44	\$ 11,660.88
111-115	\$ 3,172.02	\$ 1,571.59	\$ 1,596.43	356-360	\$ 9,921.28	\$ 4,919.76	\$ 4,997.52	596-600	\$ 16,532.80	\$ 8,199.60	\$ 8,329.20	841-845	\$ 23,282.06	\$ 11,547.77	\$ 11,730.29
116-120	\$ 3,309.76	\$ 1,639.92	\$ 1,665.84	361-365	\$ 10,059.02	\$ 4,988.09	\$ 5,066.93	601-605	\$ 16,670.54	\$ 8,267.93	\$ 8,398.61	846-850	\$ 23,419.80	\$ 11,616.10	\$ 11,799.70
121-125	\$ 3,447.50	\$ 1,708.25	\$ 1,735.25	366-370	\$ 10,196.76	\$ 5,056.42	\$ 5,136.34	606-610	\$ 16,808.28	\$ 8,336.26	\$ 8,468.02	851-855	\$ 23,557.54	\$ 11,684.43	\$ 11,869.11
126-130	\$ 3,585.24	\$ 1,776.58	\$ 1,804.66	371-375	\$ 10,334.50	\$ 5,124.75	\$ 5,205.75	611-615	\$ 16,946.02	\$ 8,404.59	\$ 8,537.43	856-860	\$ 23,695.28	\$ 11,752.76	\$ 11,938.52
131-135	\$ 3,722.98	\$ 1,844.91	\$ 1,874.07	376-380	\$ 10,472.24	\$ 5,193.08	\$ 5,275.16	616-620	\$ 17,083.76	\$ 8,472.92	\$ 8,606.84	861-865	\$ 23,833.02	\$ 11,821.09	\$ 12,007.93
136-140	\$ 3,860.72	\$ 1,913.24	\$ 1,943.48	381-385	\$ 10,609.98	\$ 5,261.41	\$ 5,344.57	621-625	\$ 17,221.50	\$ 8,541.25	\$ 8,676.25	866-870	\$ 23,970.76	\$ 11,889.42	\$ 12,077.34
141-145	\$ 3,998.46	\$ 1,981.57	\$ 2,012.89	386-390	\$ 10,747.72	\$ 5,329.74	\$ 5,413.98	626-630	\$ 17,359.24	\$ 8,609.58	\$ 8,745.66	871-875	\$ 24,108.50	\$ 11,957.75	\$ 12,146.75
146-150	\$ 4,136.20	\$ 2,049.90	\$ 2,082.30	391-395	\$ 10,885.46	\$ 5,398.07	\$ 5,483.39	631-635	\$ 17,496.98	\$ 8,677.91	\$ 8,815.07	876-880	\$ 24,246.24	\$ 12,026.08	\$ 12,216.16
151-155	\$ 4,273.94	\$ 2,118.23	\$ 2,151.71	396-400	\$ 11,023.20	\$ 5,466.40	\$ 5,552.80	636-640	\$ 17,634.72	\$ 8,746.24	\$ 8,884.48	881-885	\$ 24,383.98	\$ 12,094.41	\$ 12,285.57
156-160	\$ 4,411.68	\$ 2,186.56	\$ 2,221.12	401-405	\$ 11,160.94	\$ 5,534.73	\$ 5,622.21	641-645	\$ 17,772.46	\$ 8,814.57	\$ 8,953.89	886-890	\$ 24,521.72	\$ 12,162.74	\$ 12,354.98
161-165	\$ 4,549.42	\$ 2,254.89	\$ 2,290.53	406-410	\$ 11,298.68	\$ 5,603.06	\$ 5,691.62	646-650	\$ 17,910.20	\$ 8,882.90	\$ 9,023.30	891-895	\$ 24,659.46	\$ 12,231.07	\$ 12,424.39
166-170	\$ 4,687.16	\$ 2,323.22	\$ 2,359.94	411-415	\$ 11,436.42	\$ 5,671.39	\$ 5,761.03	651-655	\$ 18,047.94	\$ 8,951.23	\$ 9,092.71	896-900	\$ 24,797.20	\$ 12,299.40	\$ 12,493.80
171-175	\$ 4,824.90	\$ 2,391.55	\$ 2,429.35	416-420	\$ 11,574.16	\$ 5,739.72	\$ 5,830.44	656-660	\$ 18,185.68	\$ 9,019.56	\$ 9,162.12	901-905	\$ 24,934.94	\$ 12,367.73	\$ 12,563.21
176-180	\$ 4,962.64	\$ 2,459.88	\$ 2,498.76	421+	\$ 11,711.90	\$ 5,808.05	\$ 5,899.85	661-665	\$ 18,323.42	\$ 9,087.89	\$ 9,231.53	906-910	\$ 25,072.68	\$ 12,436.06	\$ 12,632.62
181-185	\$ 5,100.38	\$ 2,528.21	\$ 2,568.17	Rental Unit Cap				666-670	\$ 18,461.16	\$ 9,156.22	\$ 9,300.94	911-915	\$ 25,210.42	\$ 12,504.39	\$ 12,702.03
186-190	\$ 5,238.12	\$ 2,596.54	\$ 2,637.58	426-430	\$ 11,849.64	\$ 5,876.38	\$ 5,969.26	671-675	\$ 18,598.90	\$ 9,224.55	\$ 9,370.35	916-920	\$ 25,348.16	\$ 12,572.72	\$ 12,771.44
191-195	\$ 5,375.86	\$ 2,664.87	\$ 2,706.99	431-435	\$ 11,987.38	\$ 5,944.71	\$ 6,038.67	676-680	\$ 18,736.64	\$ 9,292.88	\$ 9,439.76	921-925	\$ 25,485.90	\$ 12,641.05	\$ 12,840.85
196-200	\$ 5,513.60	\$ 2,733.20	\$ 2,776.40	436-440	\$ 12,125.12	\$ 6,013.04	\$ 6,108.08	681-685	\$ 18,874.38	\$ 9,361.21	\$ 9,509.17	926-930	\$ 25,623.64	\$ 12,709.38	\$ 12,910.26
201-205	\$ 5,651.34	\$ 2,801.53	\$ 2,845.81	441-445	\$ 12,262.86	\$ 6,081.37	\$ 6,177.49	686-690	\$ 19,012.12	\$ 9,429.54	\$ 9,578.58	931-935	\$ 25,761.38	\$ 12,777.71	\$ 12,979.67
206-210	\$ 5,789.08	\$ 2,869.86	\$ 2,915.22	446-450	\$ 12,400.60	\$ 6,149.70	\$ 6,246.90	691-695	\$ 19,149.86	\$ 9,497.87	\$ 9,647.99	936-940	\$ 25,899.12	\$ 12,846.04	\$ 13,049.08
211-215	\$ 5,926.82	\$ 2,938.19	\$ 2,984.63	451-455	\$ 12,538.34	\$ 6,218.03	\$ 6,316.31	696-700	\$ 19,287.60	\$ 9,566.20	\$ 9,717.40	941-945	\$ 26,036.86	\$ 12,914.37	\$ 13,118.49
216-220	\$ 6,064.56	\$ 3,006.52	\$ 3,054.04	456-460	\$ 12,676.08	\$ 6,286.36	\$ 6,385.72	701-705	\$ 19,425.34	\$ 9,634.53	\$ 9,786.81	946+	\$ 26,174.60	\$ 12,982.70	\$ 13,187.90
221-225	\$ 6,202.30	\$ 3,074.85	\$ 3,123.45	461-465	\$ 12,813.82	\$ 6,354.69	\$ 6,455.13	706-710	\$ 19,563.08	\$ 9,702.86	\$ 9,856.22	Employee Cap			
226-230	\$ 6,340.04	\$ 3,143.18	\$ 3,192.86	466-470	\$ 12,951.56	\$ 6,423.02	\$ 6,524.54	711-715	\$ 19,700.82	\$ 9,771.19	\$ 9,925.63				
231-235	\$ 6,477.78	\$ 3,211.51	\$ 3,262.27	471-475	\$ 13,089.30	\$ 6,491.35	\$ 6,593.95	716-720	\$ 19,838.56	\$ 9,839.52	\$ 9,995.04				
236-240	\$ 6,615.52	\$ 3,279.84	\$ 3,331.68	476-480	\$ 13,227.04	\$ 6,559.68	\$ 6,666.82	721-725	\$ 19,976.30	\$ 9,907.85	\$ 10,064.45				

DRAFT 6/10/2021 *JAN*

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE ADOPTING THE BUDGET OF THE CITY
OF SUNNYVALE FOR THE FISCAL YEAR JULY 1, 2021 TO
JUNE 30, 2022**

WHEREAS, the proposed budget of the City of Sunnyvale for the fiscal year 2021-2022 was prepared and submitted to the City Council by the City Manager on May 6, 2021, which date was at least thirty-five (35) days prior to the beginning of fiscal year 2021-2022 as required by Section 1302 of the Charter; and

WHEREAS, the City Council reviewed the proposed budget, and advertised and held a public hearing on June 8, 2021, at which interested members of the public were given an opportunity to be heard, consistent with City Charter Section 1303; and

WHEREAS, the City Council further considered the proposed budget at its meeting on June 15, 2021, as provided for in City Charter Section 1304.

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

1. The budget of the City of Sunnyvale for the fiscal year beginning on July 1, 2021 and ending on June 30, 2022, as submitted to the City Council by the City Manager on May 6, 2021 is hereby approved and adopted as the budget of the City of Sunnyvale for fiscal year 2021-2022.
2. Expenditures of the City of Sunnyvale for fiscal year 2021-2022, appropriations to reserves and inter-fund transfers/loans shall be governed and controlled according to the amounts specified in this resolution for each of the classifications of the General Fund and Special Revenue Funds, and for the total thereof, it being intended that the expenditure of the total amount budgeted and appropriated by this resolution for each fund, reserve or department shall be limited only by the amount specified herein and in the budget for each of such classifications.
3. During the budget year, for governmental and agency funds, the City Manager is authorized to reappropriate budgeted amounts between programs that are financed by the same fund and within the same department, consistent with the following thresholds:
 - a. For programs where the annual program budget is equal to or greater than \$500,000, the City Manager may approve reappropriations between programs that do not exceed \$100,000 or 5% of the annual program budget, whichever is greater, up to a maximum of \$250,000.

- b. For programs where the annual program budget is less than \$500,000, the City Manager may approve reappropriations between programs that do not exceed \$50,000 or 50% of the annual program budget, whichever is less, up to a maximum of \$50,000.
4. The City Manager is authorized to appropriate, to the designated fund, grant revenue of up to \$100,000 from grants that meet the City Manager's authority for accepting and appropriating grant funds, as set forth in Council Policy 7.1.5. The City Manager is authorized to accept and appropriate grants up to \$100,000, so long as they do not require a local match or obligate the City to ongoing expenses not already planned in the City's Resource Allocation Plan. The City Manager may appropriate qualified grant funds up to \$100,000 through an administrative budget modification. Any grants of \$100,000 or more, or that require a local match or obligate the City to ongoing expenses, shall require City Council approval of a budget modification before funds can be expended by staff.
5. The specified sums of money set forth opposite the names of the funds, reserves, departments and programs set forth in Exhibits A, B, C, and D, attached and incorporated by reference, are hereby appropriated to the funds, reserves, departments and programs based upon the adopted budget.
6. If the expenditures for the Proprietary Funds and Internal Services Funds for the fiscal year exceed actual revenues plus the planned appropriation from the Rate Stabilization Reserve Account or the Resource Allocation Plan Reserve Account, as the case may be, on an annualized basis, Council approval shall be required.
7. The budget estimates for the twenty-year period shown in the 2021-2022 to 2040-2041 Resource Allocation Plan are approved for financial planning purposes. Upon Council's adoption of the FY 2021/22 budget, which includes Resource Allocation Plans that contain Fiscal Strategies that represent required savings or new revenues that are yet to be attained, the General Fund Resource Allocation Plan's Budget Stabilization Fund will have a balance of at least zero beyond year 2 of the Plan pursuant to City Council Policy 7.1.1.
8. If the appropriations for the General Fund and Special Revenue Funds for fiscal year 2021-2022 exceed the expenditures from the funds for the fiscal year, the excess shall be allocated to the Budget Stabilization Fund Account for the General Fund and to the Resource Allocation Plan Reserve Account for the Special Revenue Funds. If the expenditures from the General Fund and Special Revenue Funds for fiscal year 2021-2022 exceed the appropriations for the funds for the fiscal year then the difference shall be deducted from the Budget Stabilization Fund Account for the General Fund and from the Resource Allocation Plan Reserve Account for the Special Revenue Funds. If the appropriations for the Proprietary Funds and Internal Services Funds for the fiscal year exceed the expenditures from the funds for the fiscal year, or if the expenditures from the funds for the fiscal year exceed the appropriations for the funds, the excess shall be allocated to or deducted from the

Resource Allocation Plan Reserve Account or the Rate Stabilization Reserve Account, as the case may be.

9. A copy of the budget hereby adopted, certified by the City Clerk, shall be filed with the City Manager or designated representative, and a further copy so certified shall be placed and shall remain on file in the Office of the City Clerk where it shall be available for inspection. Copies of the certified budget shall be made available for the use of departments, offices and agencies of the City.

Adopted by the City Council at a regular meeting held on _____, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

City Clerk
(SEAL)

Mayor

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

CITY OF SUNNYVALE
APPROPRIATIONS
GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, CAPITAL PROJECTS FUNDS
FY 2021/22 BUDGET

Program/Project Description	FUND/SUB-FUND											
	1000 / 035.	2020 / 070.	2060 / 071.	2080 / 072.	2040 / 110.	2100 / 141.	2200 / 175.	2220 / 190.	2300 / 210.	2400 / 245.	8100 / 255.	2500 / 280.
	General	Housing	HOME	Redevelopment Housing	Community Development Block Grant	Park Dedication	Asset Forfeiture	Police Services Aug.	Employment Development	Parking District	Community Facilities District #3	Gas Tax
DEBT SERVICE												
Utility Revenue Bond - Water	0	0	0	0	0	0	0	0	0	0	0	0
Utility Revenue Bond - Sewer	0	0	0	0	0	0	0	0	0	0	0	0
Utility Revenue Bond - SMaRT*	0	0	0	0	0	0	0	0	0	0	0	0
Civic Center Debt Service	5,055,425	0	0	0	0	0	0	0	0	0	0	0
TOTAL DEBT SERVICE	5,055,425	0	0	0	0	0	0	0	0	0	0	0
* Sunnyvale's share of SMaRT Station Debt Service appears in both the Solid Waste Management Fund and the SMaRT Station Operations Fund due to the interrelated nature of these funds.												
OPERATING PROGRAMS												
City Attorney												
10100 Comprehensive Legal Services	1,641,269	0	0	0	0	0	0	0	0	0	0	0
Total City Attorney	1,641,269	0	0	0	0	0	0	0	0	0	0	0
City Manager												
10200 Office of the City Manager	4,940,666	0	0	0	0	0	0	0	0	0	0	0
Total City Manager	4,940,666	0	0	0	0	0	0	0	0	0	0	0
Human Resources												
11400 Human Resources	4,621,728	0	0	0	0	0	0	0	0	0	0	0
Total Human Resources	4,621,728	0	0	0	0	0	0	0	0	0	0	0
Community Development												
10300 Building Safety	0	0	0	0	0	0	0	0	0	0	0	0
10400 Planning	762,423	0	0	0	0	0	0	0	0	0	0	0
10500 Housing and CDBG Program *	0	1,011,087	78,304	44,275	364,943	0	0	0	0	0	0	0
10600 Department Management	748,657	0	0	0	0	0	0	0	0	0	0	0
Total Community Development	1,511,080	1,011,087	78,304	44,275	364,943	0	0	0	0	0	0	0

* Does not include Indirect Cost Allocation for General Fund administrative support services for Funds 71 and 110; this expense is covered as a fund transfer.

CITY OF SUNNYVALE
APPROPRIATIONS
GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, CAPITAL PROJECTS FUNDS
FY 2021/22 BUDGET

Program/Project Description	FUND/SUB-FUND												
	2520 / 282.	2540 / 285.	2560 / 287.	2580 / 290.	1040 / 295.	3100 / 385	6040 / 460.	6080 / 465.	6100 / 485.	6141 / 490/100.	6143 / 490/200.	6180 / 510.	6200 / 525.
	Road Maint and Rehab Account	TDA Fund	2016 Measure E Santa Clara VTA	VRF Local Improvement Program	Youth and Neighbor. Services	Capital Projects	Water Supply and Distribution	Wastewater Mgmt.	Solid Waste Mgmt.	SMaRT Station Operations	SMaRT Station Repl.	Development Enterprise	Golf and Tennis
DEBT SERVICE													
Utility Revenue Bond - Water	0	0	0	0	0	0	1,227,508	0	0	0	0	0	0
Utility Revenue Bond - Sewer	0	0	0	0	0	0	0	7,920,711	0	0	0	0	0
Utility Revenue Bond - SMaRT*	0	0	0	0	0	0	0	0	2,440,000	0	2,000,000	0	0
Civic Center Debt Service	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL DEBT SERVICE	0	0	0	0	0	0	1,227,508	7,920,711	2,440,000	0	2,000,000	0	0
* Sunnyvale's share of SMaRT Station Debt Service appears in both the Solid Waste Management Fund and the SMaRT Station Operations Fund due to the interrelated nature of these funds.													
OPERATING PROGRAMS													
City Attorney													
10100 Comprehensive Legal Services	0	0	0	0	0	0	0	0	0	0	0	435,534	0
Total City Attorney	0	0	0	0	0	0	0	0	0	0	0	435,534	0
City Manager													
10200 Office of the City Manager	0	0	0	0	0	0	0	0	0	0	0	0	0
Total City Manager	0	0	0	0	0	0	0	0	0	0	0	0	0
Human Resources													
11400 Human Resources	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Human Resources	0	0	0	0	0	0	0	0	0	0	0	0	0
Community Development													
10300 Building Safety	0	0	0	0	0	0	0	0	0	0	0	4,268,099	0
10400 Planning	0	0	0	0	0	0	0	0	0	0	0	2,647,993	0
10500 Housing and CDBG Program *	0	0	0	0	0	0	0	0	0	0	0	0	0
10600 Department Management	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Community Development	0	0	0	0	0	0	0	0	0	0	0	6,916,092	0

* Does not include Indirect Cost Allocation for General Fund administrative support services for Funds 71 and 110; this expense is covered as a fund transfer

CITY OF SUNNYVALE
APPROPRIATIONS
GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, CAPITAL PROJECTS FUNDS
FY 2021/22 BUDGET

Program/Project Description	FUND/SUB-FUND	
	3200 / 610.	All Funds
	Inf. Renov. and Repl.	FY 2021/22 Total
DEBT SERVICE		
Utility Revenue Bond - Water	0	1,227,508
Utility Revenue Bond - Sewer	0	7,920,711
Utility Revenue Bond - SMaRT*	0	4,440,000
Civic Center Debt Service	0	5,055,425
TOTAL DEBT SERVICE	0	18,643,644
* Sunnyvale's share of SMaRT Station Debt Service appears in both the Solid Waste Management Fund and the SMaRT Station Operations Fund due to the interrelated nature of these funds.		
OPERATING PROGRAMS		
City Attorney		
10100 Comprehensive Legal Services	0	2,076,804
Total City Attorney	0	2,076,804
City Manager		
10200 Office of the City Manager	0	4,940,666
Total City Manager	0	4,940,666
Human Resources		
11400 Human Resources	0	4,621,728
Total Human Resources	0	4,621,728
Community Development		
10300 Building Safety	0	4,268,099
10400 Planning	0	3,410,416
10500 Housing and CDBG Program *	0	1,498,610
10600 Department Management	0	748,657
Total Community Development	0	9,925,781

* Does not include Indirect Cost Allocation for General Fund administrative support services for Funds 71 and 110; this expense is covered as a fund transfer

CITY OF SUNNYVALE
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Program/Project Description	FUND/SUB-FUND											
	1000 / 035.	2020 / 070.	2060 / 071.	2080 / 072.	2040 / 110.	2100 / 141.	2200 / 175.	2220 / 190.	2300 / 210.	2400 / 245.	8100 / 255.	2500 / 280.
	General	Housing	HOME	Redevelopment Housing	Community Development Block Grant	Park Dedication	Asset Forfeiture	Police Services Aug.	Employment Development	Parking District	Community Facilities District #3	Gas Tax
Finance												
10700 Audit	44,203	0	0	0	0	0	0	0	0	0	0	0
10800 Non Utility Revenue Management and Special Projects	710,559	0	0	0	0	0	0	0	0	0	0	0
10900 Budget Management	1,209,497	0	0	0	0	0	0	0	0	0	0	0
11000 Purchasing	1,864,574	0	0	0	0	0	0	0	0	0	0	0
11100 Financial Management and Analysis	1,305,479	0	0	0	0	0	0	0	0	0	0	0
11200 Accounting and Financial Services	1,847,553	0	0	0	0	0	0	0	0	0	0	0
11300 Utility Billing	3,467,190	0	0	0	0	0	0	0	0	0	0	0
Total Finance	10,449,054	0	0	0	0	0	0	0	0	0	0	0
Library and Recreation Services												
11900 Library	9,269,564	0	0	0	0	0	0	0	0	0	0	0
12000 Recreation Services	8,738,761	0	0	0	0	0	0	0	0	0	0	0
Total Library and Recreation Services	18,008,325	0	0	0	0	0	0	0	0	0	0	0
Public Safety												
12100 Police Services	29,086,438	0	0	0	0	0	0	0	0	0	0	0
12200 Fire Services	28,946,066	0	0	0	0	0	0	0	0	0	0	0
12300 Community Safety Services	3,087,123	0	0	0	0	0	0	0	0	0	0	0
12400 Personnel and Training	2,562,040	0	0	0	0	0	0	0	0	0	0	0
12500 Investigation Services	4,485,175	0	0	0	0	0	0	332,132	0	0	0	0
12600 Communication Services	4,339,891	0	0	0	0	0	0	0	0	0	0	0
12700 Public Safety Administrative Services	6,124,410	0	0	0	0	0	0	0	0	0	0	0
12800 Records Management and Property Services	2,334,022	0	0	0	0	0	0	0	0	0	0	0
12900 Fire Prevention Services	2,308,325	0	0	0	0	0	0	0	0	0	0	0
Total Public Safety	83,273,490	0	0	0	0	0	0	332,132	0	0	0	0

CITY OF SUNNYVALE
APPROPRIATIONS
GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, CAPITAL PROJECTS FUNDS
FY 2021/22 BUDGET

		FUND/SUB-FUND												
		2520 / 282.	2540 / 285.	2560 / 287.	2580 / 290.	1040 / 295.	3100 / 385	6040 / 460.	6080 / 465.	6100 / 485.	6141 / 490/100.	6143 / 490/200.	6180 / 510.	6200 / 525.
Program/Project Description		Road Maint and Rehab Account	TDA Fund	2016 Measure E Santa Clara VTA	VRF Local Improvement Program	Youth and Neighbor. Services	Capital Projects	Water Supply and Distribution	Wastewater Mgmt.	Solid Waste Mgmt.	SMaRT Station Operations	SMaRT Station Repl.	Development Enterprise	Golf and Tennis
Finance														
10700 Audit		0	0	0	0	0	0	0	0	0	0	0	0	0
10800 Non Utility Revenue Management and Special Projects		0	0	0	0	0	0	0	0	0	0	0	0	0
10900 Budget Management		0	0	0	0	0	0	0	0	0	0	0	0	0
11000 Purchasing		0	0	0	0	0	0	0	0	0	0	0	0	0
11100 Financial Management and Analysis		0	0	0	0	0	0	0	0	0	0	0	0	0
11200 Accounting and Financial Services		0	0	0	0	0	0	0	0	0	0	0	0	0
11300 Utility Billing		0	0	0	0	0	0	0	0	0	0	0	0	0
Total Finance		0	0	0	0	0	0	0	0	0	0	0	0	0
Library and Recreation Services														
11900 Library		0	0	0	0	0	0	0	0	0	0	0	0	0
12000 Recreation Services		0	0	0	0	694,272	0	0	0	0	0	0	21,274	0
Total Library and Recreation Services		0	0	0	0	694,272	0	0	0	0	0	0	21,274	0
Public Safety														
12100 Police Services		0	0	0	0	0	0	0	0	0	0	0	0	0
12200 Fire Services		0	0	0	0	0	0	0	0	0	0	0	0	0
12300 Community Safety Services		0	0	0	0	0	0	0	0	0	0	0	0	0
12400 Personnel and Training		0	0	0	0	0	0	0	0	0	0	0	0	0
12500 Investigation Services		0	0	0	0	0	0	0	0	0	0	0	0	0
12600 Communication Services		0	0	0	0	0	0	0	0	0	0	0	0	0
12700 Public Safety Administrative Services		0	0	0	0	0	0	0	0	0	0	0	0	0
12800 Records Management and Property Services		0	0	0	0	0	0	0	0	0	0	0	0	0
12900 Fire Prevention Services		0	0	0	0	0	0	0	0	0	0	0	1,207,260	0
Total Public Safety		0	0	0	0	0	0	0	0	0	0	0	1,207,260	0

CITY OF SUNNYVALE
APPROPRIATIONS
GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, CAPITAL PROJECTS FUNDS
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Program/Project Description	FUND/SUB-FUND	
	3200 / 610.	All Funds
	Inf. Renov. and Repl.	FY 2021/22 Total
Finance		
10700 Audit	0	44,203
10800 Non Utility Revenue Management and Special Projects	0	710,559
10900 Budget Management	0	1,209,497
11000 Purchasing	0	1,864,574
11100 Financial Management and Analysis	0	1,305,479
11200 Accounting and Financial Services	0	1,847,553
11300 Utility Billing	0	3,467,190
Total Finance	0	10,449,054
Library and Recreation Services		
11900 Library	0	9,269,564
12000 Recreation Services	0	9,454,307
Total Library and Recreation Services	0	18,723,871
Public Safety		
12100 Police Services	0	29,086,438
12200 Fire Services	0	28,946,066
12300 Community Safety Services	0	3,087,123
12400 Personnel and Training	0	2,562,040
12500 Investigation Services	0	4,817,307
12600 Communication Services	0	4,339,891
12700 Public Safety Administrative Services	0	6,124,410
12800 Records Management and Property Services	0	2,334,022
12900 Fire Prevention Services	0	3,515,585
Total Public Safety	0	84,812,881

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FY 2021/22 BUDGET

Program/Project Description	FUND/SUB-FUND											
	1000 / 035.	2020 / 070.	2060 / 071.	2080 / 072.	2040 / 110.	2100 / 141.	2200 / 175.	2220 / 190.	2300 / 210.	2400 / 245.	8100 / 255.	2500 / 280.
	General	Housing	HOME	Redevelopment Housing	Community Development Block Grant	Park Dedication	Asset Forfeiture	Police Services Aug.	Employment Development	Parking District	Community Facilities District #3	Gas Tax
Public Works												
13100 Transportation and Traffic Services												
13200 Pavement and Concrete Maintenance	2,981,737	0	0	0	0	0	0	0	0	0	0	0
	4,644,299	0	0	0	0	0	0	0	0	0	0	1,500,000
	(1,500,000)											
13300 Street Lights, Signs and Debris	2,475,982	0	0	0	0	0	0	0	0	0	0	0
13400 Urban Forestry	1,571,330	0	0	0	0	0	0	0	0	0	0	0
13500 Downtown Parking Lot Maintenance	0	0	0	0	0	0	0	0	0	100,896	0	0
13600 Neighborhood Parks and Open Space Management	11,211,734	0	0	0	0	0	0	0	0	0	0	0
13700 Public Works Administration and Property Mgmt.	725,372	0	0	0	0	0	0	0	0	51,853	0	0
13800 Capital Project Management	0	0	0	0	0	0	0	0	0	0	0	0
13900 Land Development - Engineering Services	0	0	0	0	0	0	0	0	0	0	0	0
14000 Golf Course Operations	0	0	0	0	0	0	0	0	0	0	0	0
Total Public Works	22,110,454	0	0	0	0	0	0	0	0	152,749	0	1,500,000
Environmental Services												
14300 Water Distribution	0	0	0	0	0	0	0	0	0	0	0	0
14400 Solid Waste Management	0	0	0	0	0	0	0	0	0	0	0	0
14500 SMaRT Station *	0	0	0	0	0	0	0	0	0	0	0	0
14600 Wastewater Treatment	0	0	0	0	0	0	0	0	0	0	0	0
14700 Regulatory Programs	1,147,760	0	0	0	0	0	0	0	0	0	0	0
14800 Wastewater Collections	0	0	0	0	0	0	0	0	0	0	0	0
14900 Environmental Sustainability	796,323	0	0	0	0	0	0	0	0	0	0	0
15000 Wholesale Water Purchases	0	0	0	0	0	0	0	0	0	0	0	0
15100 Stormwater Collections	472,762	0	0	0	0	0	0	0	0	0	40,286	0
Total Environmental Services	2,416,846	0	0	0	0	0	0	0	0	0	40,286	0
* Sunnyvale's share of SMaRT Station Operations appears in both the Solid Waste Management Fund and the SMaRT Station Operations Fund due to the interrelated nature of these funds.												
NOVA Workforce Services												
P4000X Employment Development **	0	0	0	0	0	0	0	0	10,290,166	0	0	0
Total NOVA Workforce Services	0	0	0	0	0	0	0	0	10,290,166	0	0	0

** Does not include Indirect Cost Allocation for General Fund administrative support services; this amount is captured as a fund transfer

CITY OF SUNNYVALE
APPROPRIATIONS
GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, CAPITAL PROJECTS FUNDS
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Program/Project Description	FUND/SUB-FUND												
	2520 / 282.	2540 / 285.	2560 / 287.	2580 / 290.	1040 / 295.	3100 / 385	6040 / 460.	6080 / 465.	6100 / 485.	6141 / 490/100.	6143 / 490/200.	6180 / 510.	6200 / 525.
	Road Maint and Rehab Account	TDA Fund	2016 Measure E Santa Clara VTA	VRF Local Improvement Program	Youth and Neighbor. Services	Capital Projects	Water Supply and Distribution	Wastewater Mgmt.	Solid Waste Mgmt.	SMaRT Station Operations	SMaRT Station Repl.	Development Enterprise	Golf and Tennis
Public Works													
13100 Transportation and Traffic Services													
13200 Pavement and Concrete Maintenance	0	0	0	0	0	0	0	0	0	0	0	461,363	0
13300 Street Lights, Signs and Debris	0	0	0	0	0	0	0	0	0	0	0	0	0
13400 Urban Forestry	0	0	0	0	0	0	0	0	0	0	0	49,000	0
13500 Downtown Parking Lot Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0
13600 Neighborhood Parks and Open Space Management	0	0	0	0	0	0	0	0	0	0	0	0	0
13700 Public Works Administration and Property Mgmt.	0	0	0	0	0	0	0	0	0	0	0	0	0
13800 Capital Project Management	0	0	0	0	0	0	0	0	0	0	0	0	0
13900 Land Development - Engineering Services	0	0	0	0	0	0	0	0	0	0	0	2,085,065	0
14000 Golf Course Operations	0	0	0	0	0	0	0	0	0	0	0	0	3,880,692
Total Public Works	0	0	0	0	0	0	0	0	884,351	0	0	2,595,428	3,880,692
Environmental Services													
14300 Water Distribution	0	0	0	0	0	0	7,537,447	0	0	0	0	0	0
14400 Solid Waste Management	0	0	0	0	0	0	0	0	46,735,157	0	0	0	0
14500 SMaRT Station *	0	0	0	0	0	0	0	0	0	29,316,883	0	0	0
14600 Wastewater Treatment	0	0	0	0	0	0	0	12,466,743	0	0	0	0	0
14700 Regulatory Programs	0	0	0	0	0	0	0	3,242,687	0	0	0	243,640	0
14800 Wastewater Collections	0	0	0	0	0	0	0	3,280,370	0	0	0	0	0
14900 Environmental Sustainability	0	0	0	0	0	0	0	0	0	0	0	0	0
15000 Wholesale Water Purchases	0	0	0	0	0	0	35,992,915	0	0	0	0	0	0
15100 Stormwater Collections	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Environmental Services	0	0	0	0	0	0	43,530,362	18,989,800	46,735,157	29,316,883	0	243,640	0
* Sunnyvale's share of SMaRT Station Operations appears in both the Solid Waste Management Fund and the SMaRT Station Operations Fund due to the interrelated nature of these funds.													
NOVA Workforce Services*													
P4000X Employment Development **	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NOVA Workforce Services	0	0	0	0	0	0	0	0	0	0	0	0	0

** Does not include Indirect Cost Allocation for General Fund administrative support services; this amount is captured as a fund transfer

CITY OF SUNNYVALE
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Program/Project Description	FUND/SUB-FUND	
	3200 / 610.	All Funds
	Inf. Renov. and Repl.	FY 2021/22 Total
Public Works		
13100 Transportation and Traffic Services	0	3,443,100
13200 Pavement and Concrete Maintenance	0	5,528,650
		0
13300 Street Lights, Signs and Debris	0	2,475,982
13400 Street Tree Services	0	1,620,330
13500 Downtown Parking Lot Maintenance	0	100,896
13600 Neighborhood Parks and Open Space Management	0	11,211,734
13700 Public Works Administration and Property Mgmt.	0	777,225
13800 Capital Project Management	0	0
13900 Land Development - Engineering Services	0	2,085,065
14000 Golf Course Operations	0	3,880,692
Total Public Works	0	31,123,674
Environmental Services		
14300 Water Distribution	0	7,537,447
14400 Solid Waste Management	0	46,735,157
14500 SMaRT Station *	0	29,316,883
14600 Wastewater Treatment	0	12,466,743
14700 Regulatory Programs	0	4,634,087
14800 Wastewater Collections	0	3,280,370
14900 Environmental Sustainability	0	796,323
15000 Wholesale Water Purchases	0	35,992,915
15100 Stormwater Collections	0	513,049
Total Environmental Services	0	141,272,973
* Sunnyvale's share of SMaRT Station Operations appears in both the Solid Waste Management Fund and the SMaRT Station Operations Fund due to the interrelated nature of these funds.		
NOVA Workforce Services		
P4000X Employment Development **	0	10,290,166
Total NOVA Workforce Services	0	10,290,166

** Does not include Indirect Cost Allocation for General Fund administrative support services; this amount is captured as a fund transfer

CITY OF SUNNYVALE
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Program/Project Description	FUND/SUB-FUND										
	1000 / 035.	2020 / 070.	2060 / 071.	2080 / 072.	2040 / 110.	2100 / 141.	2200 / 175.	2220 / 190.	2300 / 210.	2400 / 245.	2500 / 280.
	General	Housing	HOME	Redevelopment Housing	Community Development Block Grant	Park Dedication	Asset Forfeiture	Police Services Aug.	Employment Development	Parking District	Community Facilities District #3 Gas Tax
TOTAL OPERATING PROGRAMS	148,972,911	1,011,087	78,304	44,275	364,943	0	0	332,132	10,290,166	152,749	40,286
Project Operating	0	0	0	0	0	0	0	0	0	0	0

CITY OF SUNNYVALE
APPROPRIATIONS
GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, CAPITAL PROJECTS FUNDS
FY 2021/22 BUDGET

Program/Project Description	FUND/SUB-FUND												
	2520 / 282.	2540 / 285.	2560 / 287.	2580 / 290.	1040 / 295.	3100 / 385	6040 / 460.	6080 / 465.	6100 / 485.	6141 / 490/100.	6143 / 490/200.	6180 / 510.	6200 / 525.
	Road Maint and Rehab Account	TDA Fund	2016 Measure I Santa Clara VTA	VRF Local Improvement Program	Youth and Neighbor. Services	Capital Projects	Water Supply and Distribution	Wastewater Mgmt.	Solid Waste Mgmt.	SMaRT Station Operations	SMaRT Station Repl.	Development Enterprise	Golf and Tennis
TOTAL OPERATING PROGRAMS	0	0	0	0	694,272	0	43,530,362	18,989,800	47,619,507	29,316,883	0	11,419,228	3,880,692
Project Operating	0	0	0	0	0	0	0	24,631	0	0	0	0	0

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Program/Project Description	FUND/SUB-FUND	
	3200 / 610.	All Funds
	Inf. Renov. and Repl.	FY 2021/22 Total
TOTAL OPERATING PROGRAMS	0	318,237,596
Project Operating	0	24,631

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APPROPRIATIONS
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Program/Project Description	FUND/SUB-FUND											
	1000 / 035.	2020 / 070.	2060 / 071.	2080 / 072.	2040 / 110.	2100 / 141.	2200 / 175.	2220 / 190.	2300 / 210.	2400 / 245.	8100 / 255.	2500 / 280.
	General	Housing	HOME	Redevelopment Housing	Community Development Block Grant	Park Dedication	Asset Forfeiture	Police Services Aug.	Employment Development	Parking District	Community Facilities District #3	Gas Tax
PROJECTS												
803700 Leadership Sunnyvale [GF]												
805253 Sewer Emergency Repair and Replacement	6,000	0	0	0	0	0	0	0	0	0	0	0
806351 Land Development and Capital Construction	0	0	0	0	0	0	0	0	0	0	0	0
811250 SMaRT Station® Equipment Replacement	0	0	0	0	0	0	0	0	0	0	0	0
812701 Home Access, Paint, Emergency Repair, and Energy-Efficiency	0	0	0	0	0	0	0	0	0	0	0	0
815203 Replacement of Water/Sewer Supervisory Control System	0	0	0	0	50,000	0	0	0	0	0	0	0
818700 Corporation Yard Buildings - Rehabilitation	0	0	0	0	0	0	0	0	0	0	0	0
819720 Outside Group Funding Support [GF]	0	0	0	0	0	0	0	0	0	0	0	0
820120 Repaint Street Light Poles	135,000	0	0	0	0	0	0	0	0	0	0	0
820130 Routine Resurfacing of City Owned Parking Lots	0	0	0	0	0	0	0	0	0	0	0	0
820180 Traffic Signal Controller Replacement	0	0	0	0	0	0	0	0	0	0	0	0
820190 Traffic Signal Hardware & Wiring	0	0	0	0	0	0	0	0	0	0	0	0
820200 Traffic Signal Light Emitting Diode (LED) Array Replacements	0	0	0	0	0	0	0	0	0	0	0	0
820240 Park Tennis/Basketball Court Reconstruction	0	0	0	0	0	0	0	0	0	0	0	0
820280 Park Furniture and Fixtures Replacement	0	0	0	0	0	0	0	0	0	0	0	0
821010 Maintenance of City Owned Properties - Downtown	0	0	0	0	0	0	0	0	0	0	0	0
822762 Storm Pump Station Number 2 Rehabilitation	18,000	0	0	0	0	0	0	0	0	0	0	0
824261 Solid Waste Cost of Service Study	0	0	0	0	0	0	0	0	0	0	0	0
825070 Bicycle Map Revision	0	0	0	0	0	0	0	0	0	0	0	0
825251 Mary/Carson Water Plant Mechanical Reconstructions	4,807	0	0	0	0	0	0	0	0	0	0	0
825290 Pavement Rehabilitation	0	0	0	0	0	0	0	0	0	0	0	0
825331 Replacement/Repair/Rehabilitation of Sanitary Sewer System	0	0	0	0	0	0	0	0	0	0	0	0
825340 Street Lights Conduit Replacement	0	0	0	0	0	0	0	0	0	0	0	0
825451 City-wide Water Line Replacement	0	0	0	0	0	0	0	0	0	0	0	0
825521 WPCP Biosolids Processing	0	0	0	0	0	0	0	0	0	0	0	0
825570 239 - 241 Commercial Street Property Maintenance	0	0	0	0	0	0	0	0	0	0	0	0
825700 General Plan Updates	11,034	0	0	0	0	0	0	0	0	0	0	0
825730 Pedestrian Lighted Crosswalk Maintenance and Replacement	135,315	0	0	0	0	0	0	0	0	0	0	0
825740 Battery Backup System for Traffic Signals Maintenance	0	0	0	0	0	0	0	0	0	0	0	0

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APPROPRIATIONS
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Program/Project Description	FUND/SUB-FUND												
	2520 / 282.	2540 / 285.	2560 / 287.	2580 / 290.	1040 / 295.	3100 / 385	6040 / 460.	6080 / 465.	6100 / 485.	6141 / 490/100.	6143 / 490/200.	6180 / 510.	6200 / 525.
	Road Maint and Rehab Account	TDA Fund	2016 Measure E Santa Clara VTA	VRF Local Improvement Program	Youth and Neighbor. Services	Capital Projects	Water Supply and Distribution	Wastewater Mgmt.	Solid Waste Mgmt.	SMaRT Station Operations	SMaRT Station Repl.	Development Enterprise	Golf and Tennis
PROJECTS													
803700 Leadership Sunnyvale [GF]													
805253 Sewer Emergency Repair and Replacement	0	0	0	0	0	0	0	0	0	0	0	0	0
806351 Land Development and Capital Construction	0	0	0	0	0	0	0	400,000	0	0	0	0	0
811250 SMaRT Station® Equipment Replacement	0	0	0	0	0	0	331,009	0	0	0	0	0	0
812701 Home Access, Paint, Emergency Repair, and Energy-Efficiency	0	0	0	0	0	0	0	0	0	0	7,462	0	0
815203 Replacement of Water/Sewer Supervisory Control System	0	0	0	0	0	0	100,000	0	0	0	0	0	0
818700 Corporation Yard Buildings - Rehabilitation	0	0	0	0	0	0	0	0	0	0	0	0	0
819720 Outside Group Funding Support [GF]	0	0	0	0	0	0	0	0	0	0	0	0	0
820120 Repaint Street Light Poles	0	0	0	0	0	0	0	0	0	0	0	0	0
820130 Routine Resurfacing of City Owned Parking Lots	0	0	0	0	0	0	0	0	0	0	0	0	0
820180 Traffic Signal Controller Replacement	0	0	0	0	0	0	0	0	0	0	0	0	0
820190 Traffic Signal Hardware & Wiring	0	0	0	0	0	0	0	0	0	0	0	0	0
820200 Traffic Signal Light Emitting Diode (LED) Array Replacements	0	0	0	0	0	0	0	0	0	0	0	0	0
820240 Park Tennis/Basketball Court Reconstruction	0	0	0	0	0	0	0	0	0	0	0	0	0
820280 Park Furniture and Fixtures Replacement	0	0	0	0	0	0	0	0	0	0	0	0	0
821010 Maintenance of City Owned Properties - Downtown	0	0	0	0	0	0	0	0	0	0	0	0	0
822762 Storm Pump Station Number 2 Rehabilitation	0	0	0	0	0	0	0	12,137	0	0	0	0	0
824261 Solid Waste Cost of Service Study	0	0	0	0	0	0	0	0	45,000	0	0	0	0
825070 Bicycle Map Revision	0	0	0	0	0	0	0	0	0	0	0	0	0
825251 Mary/Carson Water Plant Mechanical Reconstructions	0	0	0	0	0	0	836,348	0	0	0	0	0	0
825290 Pavement Rehabilitation	0	0	0	0	0	0	0	0	0	0	0	0	0
825331 Replacement/Repair/Rehabilitation of Sanitary Sewer System	0	0	0	0	0	0	0	450,000	0	0	0	0	0
825340 Street Lights Conduit Replacement	0	0	0	0	0	0	0	0	0	0	0	0	0
825451 City-wide Water Line Replacement	0	0	0	0	0	0	5,852,231	0	0	0	0	0	0
825521 WPCP Biosolids Processing	0	0	0	0	0	0	0	1,600,000	0	0	0	0	0
825570 239 - 241 Commercial Street Property Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0
825700 General Plan Updates	0	0	0	0	0	0	0	0	0	0	0	0	0
825730 Pedestrian Lighted Crosswalk Maintenance and Replacement	0	0	0	0	0	0	0	0	0	0	0	0	0
825740 Battery Backup System for Traffic Signals Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0

CITY OF SUNNYVALE
APPROPRIATIONS
GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, CAPITAL PROJECTS FUNDS
FY 2021/22 BUDGET

Program/Project Description	FUND/SUB-FUND	
	3200 / 610.	All Funds
	Inf. Renov. and Repl.	FY 2021/22 Total
PROJECTS		
803700 Leadership Sunnyvale [GF]	0	6,000
805253 Sewer Emergency Repair and Replacement	0	400,000
806351 Land Development and Capital Construction	0	331,009
811250 SMaRT Station® Equipment Replacement	0	7,462
812701 Home Access, Paint, Emergency Repair, and Energy-Efficiency	0	50,000
815203 Replacement of Water/Sewer Supervisory Control System	0	100,000
818700 Corporation Yard Buildings - Rehabilitation	49,651	49,651
819720 Outside Group Funding Support [GF]	0	135,000
820120 Repaint Street Light Poles	304,528	304,528
820130 Routine Resurfacing of City Owned Parking Lots	113,675	113,675
820180 Traffic Signal Controller Replacement	197,569	197,569
820190 Traffic Signal Hardware & Wiring	1,463,058	1,463,058
820200 Traffic Signal Light Emitting Diode (LED) Array Replacements	196,398	196,398
820240 Park Tennis/Basketball Court Reconstruction	618,986	618,986
820280 Park Furniture and Fixtures Replacement	123,797	123,797
821010 Maintenance of City Owned Properties - Downtown	0	18,000
822762 Storm Pump Station Number 2 Rehabilitation	0	12,137
824261 Solid Waste Cost of Service Study	0	45,000
825070 Bicycle Map Revision	0	4,807
825251 Mary/Carson Water Plant Mechanical Reconstructions	0	836,348
825290 Pavement Rehabilitation	4,373,098	4,373,098
825331 Replacement/Repair/Rehabilitation of Sanitary Sewer System	0	450,000
825340 Street Lights Conduit Replacement	560,949	560,949
825451 City-wide Water Line Replacement	0	5,852,231
825521 WPCP Biosolids Processing	0	1,600,000
825570 239 - 241 Commercial Street Property Maintenance	0	11,034
825700 General Plan Updates	0	135,315
825730 Pedestrian Lighted Crosswalk Maintenance and Replacement	259,290	259,290
825740 Battery Backup System for Traffic Signals Maintenance		

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Program/Project Description	FUND/SUB-FUND											
	1000 / 035.	2020 / 070.	2060 / 071.	2080 / 072.	2040 / 110.	2100 / 141.	2200 / 175.	2220 / 190.	2300 / 210.	2400 / 245.	8100 / 255.	2500 / 280.
	General	Housing	HOME	Redevelopment Housing	Community Development Block Grant	Park Dedication	Asset Forfeiture	Police Services Aug.	Employment Development	Parking District	Community Facilities District #3	Gas Tax
825911 Flare Structure Replacement	0	0	0	0	0	0	0	0	0	0	0	42,525
825962 SCVURPPP Contracting and Fiscal Agent - General Fund	0	0	0	0	0	0	0	0	0	0	0	0
827550 Outside Group Funding Support [CDBG]	55,000	0	0	0	0	0	0	0	0	0	0	0
828030 Annual Slurry Seal of City Streets	0	0	0	0	201,484	0	0	0	0	0	0	0
828100 First-Time Homebuyer Loans	0	0	0	0	0	0	0	0	0	0	0	0
828210 Inspection Data Mgmt and Handheld Data Entry Device Project	0	250,000	0	0	0	0	0	0	0	0	0	0
828260 Replace SMaRT Station	0	0	0	0	0	0	0	0	0	0	0	0
828750 Tenant Based Rental Assistance (HOME)	0	0	334,125	0	0	0	0	0	0	0	0	0
829081 Storm System Trash Control Devices - General Fund	0	0	0	0	0	0	0	0	0	0	0	0
829140 Fire Station Electrical Systems and Roll Up Door	0	0	0	0	0	0	0	0	0	0	0	0
829150 Swimming Pool Buildings Infrastructure	0	0	0	0	0	0	0	0	0	0	0	0
829400 Sidewalk, Curb and Gutter Replacement	0	0	0	0	0	0	0	0	0	0	0	0
829510 Emergency Medical Dispatch First Responder Incentive Funding	0	0	0	0	0	0	0	0	0	0	0	0
829560 Sunnyvale Workforce Development Program-DST	120,000	0	0	0	0	0	0	0	0	0	0	0
829620 Downtown Association	0	0	0	0	514,300	0	0	0	0	0	0	0
829630 Council Set Aside	40,000	0	0	0	0	0	0	0	0	0	0	0
830210 Repairs to Power Generation and Distribution	100,000	0	0	0	0	0	0	0	0	0	0	0
830220 Repairs to the Tertiary Process	0	0	0	0	0	0	0	0	0	0	0	0
830240 SCWP Program Management	0	0	0	0	0	0	0	0	0	0	0	0
830310 Community Center Grounds Renovation and Enhancement	0	0	0	0	0	0	0	0	0	0	0	0
830490 Fremont Pool Infrastructure Improvements	0	0	0	0	0	23,413	0	0	0	0	0	0
830630 Dispute Resolution Services	45,000	0	0	0	0	0	0	0	0	0	0	0
830910 Zero Waste Strategic Plan	0	0	0	0	0	0	0	0	0	0	0	0
831290 Climate Action Plan Implementation	715,000	0	0	0	0	0	0	0	0	0	0	0
831310 Minimum Wage Enforcement Agreement	15,000	0	0	0	0	0	0	0	0	0	0	0
831340 Civic Center Modernization	0	0	0	0	0	0	0	0	0	0	0	0
831470 SCWP Construction Management	0	0	0	0	0	0	0	0	0	0	0	0
831480 Water Conservation and Drought Response	0	0	0	0	0	0	0	0	0	0	0	0
831550 Adjust Water Utilities In Support of Paving Projects	0	0	0	0	0	0	0	0	0	0	0	0

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Program/Project Description	FUND/SUB-FUND												
	2520 / 282.	2540 / 285.	2560 / 287.	2580 / 290.	1040 / 295.	3100 / 385	6040 / 460.	6080 / 465.	6100 / 485.	6141 / 490/100.	6143 / 490/200.	6180 / 510.	6200 / 525.
	Road Maint and Rehab Account	TDA Fund	2016 Measure E Santa Clara VTA	VRF Local Improvement Program	Youth and Neighbor. Services	Capital Projects	Water Supply and Distribution	Wastewater Mgmt.	Solid Waste Mgmt.	SMaRT Station Operations	SMaRT Station Repl.	Development Enterprise	Golf and Tennis
825911 Flare Structure Replacement	0	0	0	0	0	0	0	0	0	0	0	0	0
825962 SCVURPPP Contracting and Fiscal Agent - General Fund	0	0	0	0	0	0	0	0	50,000	0	0	0	0
827550 Outside Group Funding Support [CDBG]	0	0	0	0	0	0	0	0	0	0	0	0	0
828030 Annual Slurry Seal of City Streets	0	0	0	0	0	0	0	0	0	0	0	0	0
828100 First-Time Homebuyer Loans	0	0	0	0	0	0	0	0	0	0	0	0	0
828210 Inspection Data Mgmt and Handheld Data Entry Device Project	0	0	0	0	0	0	0	0	0	0	0	0	0
828260 Replace SMaRT Station	0	0	0	0	0	0	0	250,000	0	0	0	0	0
828750 Tenant Based Rental Assistance (HOME)	0	0	0	0	0	0	0	0	0	0	13,540,734	0	0
829081 Storm System Trash Control Devices - General Fund	0	0	0	0	0	0	0	0	0	0	0	0	0
829140 Fire Station Electrical Systems and Roll Up Door	0	0	0	0	0	0	0	0	100,000	0	0	0	0
829150 Swimming Pool Buildings Infrastructure	0	0	0	0	0	0	0	0	0	0	0	0	0
829400 Sidewalk, Curb and Gutter Replacement	0	0	0	0	0	0	0	0	0	0	0	0	0
829510 Emergency Medical Dispatch First Responder Incentive Funding	0	0	0	0	0	0	0	0	0	0	0	0	0
829560 Sunnyvale Workforce Development Program-DST	0	0	0	0	0	0	0	0	0	0	0	0	0
829620 Downtown Association	0	0	0	0	0	0	0	0	0	0	0	0	0
829630 Council Set Aside	0	0	0	0	0	0	0	0	0	0	0	0	0
830210 Repairs to Power Generation and Distribution	0	0	0	0	0	0	0	0	0	0	0	0	0
830220 Repairs to the Tertiary Process	0	0	0	0	0	0	0	500,000	0	0	0	0	0
830240 SCWP Program Management	0	0	0	0	0	0	0	68,814	0	0	0	0	0
830310 Community Center Grounds Renovation and Enhancement	0	0	0	0	0	0	0	2,869,314	0	0	0	0	0
830490 Fremont Pool Infrastructure Improvements	0	0	0	0	0	0	0	0	0	0	0	0	0
830630 Dispute Resolution Services	0	0	0	0	0	0	0	0	0	0	0	0	0
830910 Zero Waste Strategic Plan	0	0	0	0	0	0	0	0	0	0	0	0	0
831290 Climate Action Plan Implementation	0	0	0	0	0	0	0	0	560,266	0	0	0	0
831310 Minimum Wage Enforcement Agreement	0	0	0	0	0	0	0	0	0	0	0	0	0
831340 Civic Center Modernization	0	0	0	0	0	0	0	0	0	0	0	0	0
831470 SCWP Construction Management	0	0	0	0	0	0	0	0	0	0	0	0	0
831480 Water Conservation and Drought Response	0	0	0	0	0	0	25,000	0	0	0	0	0	0
831550 Adjust Water Utilities In Support of Paving Projects	0	0	0	0	0	0	90,034	0	0	0	0	0	0

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Program/Project Description	FUND/SUB-FUND	
	3200 / 610.	All Funds
	Inf. Renov. and Repl.	FY 2021/22 Total
	69,747	112,271
825911 Flare Structure Replacement	0	50,000
825962 SCVURPPP Contracting and Fiscal Agent - General Fund	0	55,000
827550 Outside Group Funding Support [CDBG]	0	201,484
828030 Annual Slurry Seal of City Streets	562,714	562,714
828100 First-Time Homebuyer Loans	0	250,000
828210 Inspection Data Mgmt and Handheld Data Entry Device Project	0	250,000
828260 Replace SMaRT Station	0	13,540,734
828750 Tenant Based Rental Assistance (HOME)	0	334,125
829081 Storm System Trash Control Devices - General Fund	0	100,000
829140 Fire Station Electrical Systems and Roll Up Door	82,752	82,752
829150 Swimming Pool Buildings Infrastructure	655,027	655,027
829400 Sidewalk, Curb and Gutter Replacement	1,807,369	1,807,369
829510 Emergency Medical Dispatch First Responder Incentive Funding	0	120,000
829560 Sunnyvale Workforce Development Program-DST	0	514,300
829620 Downtown Association	0	40,000
829630 Council Set Aside	0	100,000
830210 Repairs to Power Generation and Distribution	0	500,000
830220 Repairs to the Tertiary Process	0	68,814
830240 SCWP Program Management	0	2,869,314
830310 Community Center Grounds Renovation and Enhancement	872,380	872,380
830490 Fremont Pool Infrastructure Improvements	0	23,413
830630 Dispute Resolution Services	0	45,000
830910 Zero Waste Strategic Plan	0	560,266
831290 Climate Action Plan Implementation	0	715,000
831310 Minimum Wage Enforcement Agreement	0	15,000
831340 Civic Center Modernization	70,035,615	70,035,615
831470 SCWP Construction Management	0	2,000,000
831480 Water Conservation and Drought Response	0	25,000
831550 Adjust Water Utilities In Support of Paving Projects	0	90,034

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Program/Project Description	FUND/SUB-FUND											
	1000 / 035.	2020 / 070.	2060 / 071.	2080 / 072.	2040 / 110.	2100 / 141.	2200 / 175.	2220 / 190.	2300 / 210.	2400 / 245.	8100 / 255.	2500 / 280.
	General	Housing	HOME	Redevelopment Housing	Community Development Block Grant	Park Dedication	Asset Forfeiture	Police Services Aug.	Employment Development	Parking District	Community Facilities District #3	Gas Tax
831580 ADA Projects and Emergency Concrete Replacement	0	0	0	0	0	0	0	0	0	0	0	0
831600 Solar Installations on City Facilities	0	0	0	0	0	0	0	0	0	0	0	0
831630 Repairs to Solids/Dewatering Facilities	0	0	0	0	0	0	0	0	0	0	0	0
831680 Adjust Sewer Utilities In Support of Paving Projects	0	0	0	0	0	0	0	0	0	0	0	0
831691 Storm System Trash Reduction Programs - General Fund	173,481	0	0	0	0	0	0	0	0	0	0	0
831730 WPCP Oxidation Pond Levee Rehabilitation	0	0	0	0	0	0	0	0	0	0	0	0
831761 Homeless Prevention and Rapid Re-Housing (HPRR)	0	0	0	250,000	0	0	0	0	0	0	0	0
831980 Annual State of the City	21,017	0	0	0	0	0	0	0	0	0	0	0
832160 Eng. Services for Transportation Related Projects/Priorities	441,971	0	0	0	0	0	0	0	0	0	0	0
832380 Iizuka Sister City Engagement	12,500	0	0	0	0	0	0	0	0	0	0	0
833010 Bicycle and Pedestrian Safety Improvement	0	0	0	0	0	0	0	0	0	0	0	0
833060 Annual Digester Cleaning	0	0	0	0	0	0	0	0	0	0	0	0
833100 SCWP - Capital Replacement	0	0	0	0	0	0	0	0	0	0	0	0
833110 SCWP - Oversight	0	0	0	0	0	0	0	0	0	0	0	0
833120 SCWP - Environmental Mitigation	0	0	0	0	0	0	0	0	0	0	0	0
833150 SCWP Existing Plant Rehabilitation - Split Flow	0	0	0	0	0	0	0	0	0	0	0	0
833210 SCWP Secondary Treatment Improvements-Split Flow CAS Stage 1	0	0	0	0	0	0	0	0	0	0	0	0
833240 SCWP Administration and Lab Building	0	0	0	0	0	0	0	0	0	0	0	0
833270 SCWP Community Improvements	0	0	0	0	0	0	0	0	0	0	0	0
833810 Traffic Signal Maintenance Services Augmentation	337,628	0	0	0	0	0	0	0	0	0	0	0
834120 FY 20/21 Recruitment and Training for Sworn Officers	2,230,046	0	0	0	0	0	0	0	0	0	0	0
834130 FY21/22 Recruitment and Training for Sworn Officers	5,996,880	0	0	0	0	0	0	0	0	0	0	0
834340 Corn Palace Park Maintenance	15,000	0	0	0	0	0	0	0	0	0	0	0
834370 Traffic Sign Installation and Maintenance	0	0	0	0	0	0	0	0	0	0	0	0
834380 Fire Hydrant Replacement	0	0	0	0	0	0	0	0	0	0	0	0
834390 SCWP WPCP Condition Assessment	0	0	0	0	0	0	0	0	0	0	0	0

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Program/Project Description	FUND/SUB-FUND												
	2520 / 282.	2540 / 285.	2560 / 287.	2580 / 290.	1040 / 295.	3100 / 385	6040 / 460.	6080 / 465.	6100 / 485.	6141 / 490/100.	6143 / 490/200.	6180 / 510.	6200 / 525.
	Road Maint and Rehab Account	TDA Fund	2016 Measure E Santa Clara VTA	VRF Local Improvement Program	Youth and Neighbor. Services	Capital Projects	Water Supply and Distribution	Wastewater Mgmt.	Solid Waste Mgmt.	SMaRT Station Operations	SMaRT Station Repl.	Development Enterprise	Golf and Tennis
831580 ADA Projects and Emergency Concrete Replacement	0	0	0	0	0	0	0	0	0	0	0	0	0
831600 Solar Installations on City Facilities	0	0	0	0	0	0	0	0	193,705	0	0	0	0
831630 Repairs to Solids/Dewatering Facilities	0	0	0	0	0	0	0	400,000	0	0	0	0	0
831680 Adjust Sewer Utilities In Support of Paving Projects	0	0	0	0	0	0	0	90,034	0	0	0	0	0
831691 Storm System Trash Reduction Programs - General Fund	0	0	0	0	0	0	0	0	0	0	0	0	0
831730 WPCP Oxidation Pond Levee Rehabilitation	0	0	0	0	0	0	0	2,249,573	0	0	0	0	0
831761 Homeless Prevention and Rapid Re-Housing (HPRR)	0	0	0	0	0	0	0	0	0	0	0	0	0
831980 Annual State of the City	0	0	0	0	0	0	0	0	0	0	0	0	0
832160 Eng. Services for Transportation Related Projects/Priorities	0	0	0	0	0	0	0	0	0	0	0	0	0
832380 Iizuka Sister City Engagement	0	0	0	0	0	0	0	0	0	0	0	0	0
833010 Bicycle and Pedestrian Safety Improvement	0	0	0	0	0	400,000	0	0	0	0	0	0	0
833060 Annual Digester Cleaning	0	0	0	0	0	0	0	90,000	0	0	0	0	0
833100 SCWP - Capital Replacement	0	0	0	0	0	0	0	220,000	0	0	0	0	0
833110 SCWP - Oversight	0	0	0	0	0	0	0	451,745	0	0	0	0	0
833120 SCWP - Environmental Mitigation	0	0	0	0	0	0	0	380,000	0	0	0	0	0
833150 SCWP Existing Plant Rehabilitation - Split Flow	0	0	0	0	0	0	0	196,448	0	0	0	0	0
833210 SCWP Secondary Treatment Improvements-Split Flow CAS Stage 1	0	0	0	0	0	0	0	32,383,755	18,000,000	0	0	0	0
833240 SCWP Administration and Lab Building	0	0	0	0	0	0	0	386,030	0	0	0	0	0
833270 SCWP Community Improvements	0	0	0	0	0	0	0	200,000	0	0	0	0	0
833810 Traffic Signal Maintenance Services Augmentation	0	0	0	0	0	0	0	0	0	0	0	0	0
834120 FY 20/21 Recruitment and Training for Sworn Officers	0	0	0	0	0	0	0	0	0	0	0	0	0
834130 FY21/22 Recruitment and Training for Sworn Officers	0	0	0	0	0	0	0	0	0	0	0	0	0
834340 Corn Palace Park Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0
834370 Traffic Sign Installation and Maintenance	0	0	0	0	0	75,000	0	0	0	0	0	0	0
834380 Fire Hydrant Replacement	0	0	0	0	0	0	120,000	0	0	0	0	0	0
834390 SCWP WPCP Condition Assessment	0	0	0	0	0	0	0	300,000	0	0	0	0	0

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Program/Project Description	FUND/SUB-FUND	
	3200 / 610.	All Funds
	Inf. Renov. and Repl.	FY 2021/22 Total
831580 ADA Projects and Emergency Concrete Replacement	91,365	91,365
831600 Solar Installations on City Facilities	0	193,705
831630 Repairs to Solids/Dewatering Facilities	0	400,000
831680 Adjust Sewer Utilities In Support of Paving Projects	0	90,034
831691 Storm System Trash Reduction Programs - General Fund	0	173,481
831730 WPCP Oxidation Pond Levee Rehabilitation	0	2,249,573
831761 Homeless Prevention and Rapid Re-Housing (HPRR)	0	250,000
831980 Annual State of the City	0	21,017
832160 Eng. Services for Transportation Related Projects/Priorities	0	441,971
832380 Iizuka Sister City Engagement	0	12,500
833010 Bicycle and Pedestrian Safety Improvement	0	400,000
833060 Annual Digester Cleaning	0	90,000
833100 SCWP - Capital Replacement	0	220,000
833110 SCWP - Oversight	0	451,745
833120 SCWP - Environmental Mitigation	0	380,000
833150 SCWP Existing Plant Rehabilitation - Split Flow	0	196,448
833210 SCWP Secondary Treatment Improvements-Split Flow CAS Stage 1	0	50,383,755
833240 SCWP Administration and Lab Building	0	386,030
833270 SCWP Community Improvements	0	200,000
833810 Traffic Signal Maintenance Services Augmentation	0	337,628
834120 FY 20/21 Recruitment and Training for Sworn Officers	0	2,230,046
834130 FY21/22 Recruitment and Training for Sworn Officers	0	5,996,880
834340 Corn Palace Park Maintenance	0	15,000
834370 Traffic Sign Installation and Maintenance	0	75,000
834380 Fire Hydrant Replacement	0	120,000
834390 SCWP WPCP Condition Assessment	0	300,000

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FY 2021/22 BUDGET

Program/Project Description	FUND/SUB-FUND											
	1000 / 035.	2020 / 070.	2060 / 071.	2080 / 072.	2040 / 110.	2100 / 141.	2200 / 175.	2220 / 190.	2300 / 210.	2400 / 245.	8100 / 255.	2500 / 280.
	General	Housing	HOME	Redevelopment Housing	Community Development Block Grant	Park Dedication	Asset Forfeiture	Police Services Aug.	Employment Development	Parking District	Community Facilities District #3	Gas Tax
834400 SCWP Master Plan Update	0	0	0	0	0	0	0	0	0	0	0	0
834430 Electronic Records Management System	500,000	0	0	0	0	0	0	0	0	0	0	0
834460 Sewer Capacity Enhancement Projects	0	0	0	0	0	0	0	0	0	0	0	0
834590 Urgent Water Main Repairs	0	0	0	0	0	0	0	0	0	0	0	0
834610 Water System GIS Updates	0	0	0	0	0	0	0	0	0	0	0	0
834700 Green Bike Lane Maintenance	35,000	0	0	0	0	0	0	0	0	0	0	0
834710 Civic Center Phase 2 Planning - Main Library	300,000	0	0	0	0	0	0	0	0	0	0	0
834720 Laboratory Certification Update	0	0	0	0	0	0	0	0	0	0	0	0
834750 Peery Park Specific Plan Wastewater Capacity Improvements	0	0	0	0	0	0	0	0	0	0	0	0
834900 SCWP Financing Support	0	0	0	0	0	0	0	0	0	0	0	0
834980 Finance Tax Audit	45,000	0	0	0	0	0	0	0	0	0	0	0
835250 Bicycle and Pedestrian Education & Encouragement Program	0	0	0	0	0	0	0	0	0	0	0	0
835450 Stormwater-Wastewater Bacteria Control Program	0	0	0	0	0	0	0	0	0	0	0	0
835460 Recycle Yard Transition to Cleanwater Facility Parking Lot	0	0	0	0	0	0	0	0	0	0	0	0
835470 Stormwater System Strategic Plan and Funding Evaluation	250,000	0	0	0	0	0	0	0	0	0	0	0
835490 Community Events & Neighborhood Grants	34,680	0	0	0	0	0	0	0	0	0	0	0
835510 Maintenance of 725 Kifer Rd. (SCS Property)	50,000	0	0	0	0	0	0	0	0	0	0	0
835620 Cultural Inclusion	135,000	0	0	0	0	0	0	0	0	0	0	0
xxxxxx Land Valuation for PDF Fee	0	0	0	0	0	4,080	0	0	0	0	0	0
835700 SCS Walk-In Cooler/Freezer	0	0	0	0	100,000	0	0	0	0	0	0	0
TOTAL PROJECTS	11,978,360	250,000	334,125	250,000	865,784	27,493	0	0	0	0	0	42,525

CITY OF SUNNYVALE
APPROPRIATIONS
GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, CAPITAL PROJECTS FUNDS
FY 2021/22 BUDGET

Program/Project Description	FUND/SUB-FUND												
	2520 / 282.	2540 / 285.	2560 / 287.	2580 / 290.	1040 / 295.	3100 / 385	6040 / 460.	6080 / 465.	6100 / 485.	6141 / 490/100.	6143 / 490/200.	6180 / 510.	6200 / 525.
	Road Maint and Rehab Account	TDA Fund	2016 Measure E Santa Clara VTA	VRF Local Improvement Program	Youth and Neighbor. Services	Capital Projects	Water Supply and Distribution	Wastewater Mgmt.	Solid Waste Mgmt.	SMaRT Station Operations	SMaRT Station Repl.	Development Enterprise	Golf and Tennis
834400 SCWP Master Plan Update	0	0	0	0	0	0	0	875,000	0	0	0	0	0
834430 Electronic Records Management System	0	0	0	0	0	0	0	0	0	0	0	0	0
834460 Sewer Capacity Enhancement Projects	0	0	0	0	0	0	0	200,000	0	0	0	0	0
834590 Urgent Water Main Repairs	0	0	0	0	0	0	250,000	0	0	0	0	0	0
834610 Water System GIS Updates	0	0	0	0	0	0	15,000	0	0	0	0	0	0
834700 Green Bike Lane Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0
834710 Civic Center Phase 2 Planning - Main Library	0	0	0	0	0	0	0	0	0	0	0	0	0
834720 Laboratory Certification Update	0	0	0	0	0	0	25,000	25,000	0	0	0	0	0
834750 Peery Park Specific Plan Wastewater Capacity Improvements	0	0	0	0	0	0	0	510,073	0	0	0	0	0
834900 SCWP Financing Support	0	0	0	0	0	0	0	130,686	0	0	0	0	0
834980 Finance Tax Audit	0	0	0	0	0	0	0	0	0	0	0	0	0
835250 Bicycle and Pedestrian Education & Encouragement Program	0	0	82,883	0	0	0	0	0	0	0	0	0	0
835450 Stormwater-Wastewater Bacteria Control Program	0	0	0	0	0	0	0	100,000	0	0	0	0	0
835460 Recycle Yard Transition to Cleanwater Facility Parking Lot	0	0	0	0	0	0	0	0	25,000	0	0	0	0
835470 Stormwater System Strategic Plan and Funding Evaluation	0	0	0	0	0	0	0	0	0	0	0	0	0
835490 Community Events & Neighborhood Grants	0	0	0	0	0	0	0	0	0	0	0	0	0
835510 Maintenance of 725 Kifer Rd. (SCS Property)	0	0	0	0	0	0	0	0	0	0	0	0	0
835620 Cultural Inclusion	0	0	0	0	0	0	0	0	0	0	0	0	0
xxxxxx Land Valuation for PDF Fee	0	0	0	0	0	0	0	0	0	0	0	0	0
835700 SCS Walk-In Cooler/Freezer	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL PROJECTS	0	0	82,883	0	0	475,000	7,644,621	47,338,609	18,973,971	0	13,548,196	0	0

CITY OF SUNNYVALE
APPROPRIATIONS
GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, CAPITAL PROJECTS FUNDS
FY 2021/22 BUDGET

Program/Project Description	FUND/SUB-FUND	
	3200 / 610.	All Funds
	Inf. Renov. and Repl.	FY 2021/22 Total
834400 SCWP Master Plan Update	0	875,000
834430 Electronic Records Management System	0	500,000
834460 Sewer Capacity Enhancement Projects	0	200,000
834590 Urgent Water Main Repairs	0	250,000
834610 Water System GIS Updates	0	15,000
834700 Green Bike Lane Maintenance	0	35,000
834710 Civic Center Phase 2 Planning - Main Library	0	300,000
834720 Laboratory Certification Update	0	50,000
834750 Peery Park Specific Plan Wastewater Capacity Improvements	0	510,073
834900 SCWP Financing Support	0	130,686
834980 Finance Tax Audit	0	45,000
835250 Bicycle and Pedestrian Education & Encouragement Program	0	82,883
835450 Stormwater-Wastewater Bacteria Control Program	0	100,000
835460 Recycle Yard Transition to Cleanwater Facility Parking Lot	0	25,000
835470 Stormwater System Strategic Plan and Funding Evaluation	0	250,000
835490 Community Events & Neighborhood Grants	0	34,680
835510 Maintenance of 725 Kifer Rd. (SCS Property)	0	50,000
835620 Cultural Inclusion	0	135,000
xxxxxx Land Valuation for PDF Fee	0	4,080
835700 SCS Walk-In Cooler/Freezer	0	100,000
TOTAL PROJECTS	82,437,969	185,879,440

CITY OF SUNNYVALE
APPROPRIATIONS
GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, CAPITAL PROJECTS FUNDS
FY 2021/22 BUDGET

Program/Project Description	FUND/SUB-FUND											Gas Tax
	1000 / 035.	2020 / 070.	2060 / 071.	2080 / 072.	2040 / 110.	2100 / 141.	2200 / 175.	2220 / 190.	2300 / 210.	2400 / 245.	8100 / 255.	
	General	Housing	HOME	Redevelopment Housing	Community Development Block Grant	Park Dedication	Asset Forfeiture	Police Services Aug.	Employment Development	Parking District	Community Facilities District #3	
Budget Supplements:												
835640 Housing Mitigation Fee Study	60,000	0	0	0	0	0	0	0	0	0	0	0
835650 Real Property Tax Ballot Measure Study	50,000	0	0	0	0	0	0	0	0	0	0	0
835660 Pedestrian & Bicycle Facility Installation on Tasman Study	200,000	0	0	0	0	0	0	0	0	0	0	0
835670 Poplar Avenue Sidewalk Study	75,000	0	0	0	0	0	0	0	0	0	0	0
835680 Smart Cities Initiative Study	125,000	0	0	0	0	0	0	0	0	0	0	0
TOTAL BUDGET SUPPLEMENTS	510,000	0	0	0	0	0	0	0	0	0	0	0
Project Administration	550,205	0	0	0	0	2,625,579	0	0	0	0	0	388,677
Equipment	323,158	0	0	0	0	0	0	0	0	0	0	0
Lease Payments	1,241,250	0	0	0	0	0	0	0	0	0	0	0
GRAND TOTAL	168,631,310	1,261,087	412,429	294,275	1,230,727	2,653,072	0	332,132	10,290,166	152,749	40,286	1,931,202

CITY OF SUNNYVALE
APPROPRIATIONS
GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, CAPITAL PROJECTS FUNDS
FY 2021/22 BUDGET

Program/Project Description	FUND/SUB-FUND												
	2520 / 282.	2540 / 285.	2560 / 287.	2580 / 290.	1040 / 295.	3100 / 385	6040 / 460.	6080 / 465.	6100 / 485.	6141 / 490/100.	6143 / 490/200.	6180 / 510.	6200 / 525.
	Road Maint and Rehab Account	TDA Fund	2016 Measure E Santa Clara VTA	VRF Local Improvement Program	Youth and Neighbor. Services	Capital Projects	Water Supply and Distribution	Wastewater Mgmt.	Solid Waste Mgmt.	SMaRT Station Operations	SMaRT Station Repl.	Development Enterprise	Golf and Tennis
Budget Supplements:													
835640 Housing Mitigation Fee Study	0	0	0	0	0	0	0	0	0	0	0	0	0
835650 Real Property Tax Ballot Measure Study	0	0	0	0	0	0	0	0	0	0	0	0	0
835660 Pedestrian & Bicycle Facility Installation on Tasman Study	0	0	0	0	0	0	0	0	0	0	0	0	0
835670 Poplar Avenue Sidewalk Study	0	0	0	0	0	0	0	0	0	0	0	0	0
835680 Smart Cities Initiative Study	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL BUDGET SUPPLEMENTS	0	0	0	0	0	0	0	0	0	0	0	0	0
Project Administration	0	0	0	0	0	0	1,019,833	666,986	0	0	0	0	0
Equipment	0	0	0	0	0	0	0	477,207	0	0	0	0	0
Lease Payments	0	0	0	0	0	0	0	0	0	0	0	0	0
GRAND TOTAL	0	0	82,883	0	694,272	475,000	53,422,323	75,417,944	69,033,479	29,316,883	15,548,196	11,419,228	3,880,692

CITY OF SUNNYVALE APPROPRIATIONS GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, CAPITAL PROJECTS FUNDS FY 2021/22 BUDGET		
FUND/SUB-FUND		
	3200 / 610.	All Funds
Program/Project Description	Inf. Renov. and Repl.	FY 2021/22 Total
Budget Supplements:		
835640 Housing Mitigation Fee Study	0	60,000
835650 Real Property Tax Ballot Measure Study	0	50,000
835660 Pedestrian & Bicycle Facility Installation on Tasman Study	0	200,000
835670 Poplar Avenue Sidewalk Study	0	75,000
835680 Smart Cities Initiative Study	0	125,000
TOTAL BUDGET SUPPLEMENTS	0	510,000
Project Administration	0	5,251,280
Equipment	0	800,365
Lease Payments	0	1,241,250
GRAND TOTAL	82,437,969	530,588,207

EXHIBIT B

CITY OF SUNNYVALE
APPROPRIATIONS
INTERNAL SERVICE FUNDS
FY 2021/22 BUDGET

Program/Project Description	FUND/SUB-FUND											All Funds
	7021 / 595/100.	7023 / 595/200. *	7025 / 595/210.	7027 / 595/350.	7029 / 595/800.	7061 / 640/100.	7063 / 640/200.	7065 / 640/300.	7066 / 640/500.	7067 / 640/400.	7080 / 645.	
	Fleet Services	Facilities Management	Sunnyvale Office Center	Technology Services	Project Management Services	Employee Payroll and Benefits - Leaves Benefit	Retirement Benefit	Workers' Compensation	Pension Trust	Insurances & Other Benefits	Property Liability & Insur. Fund	FY 2021/22 Total
DEBT SERVICE												
Sunnyvale Office Center												
	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL DEBT SERVICE	0	0	0	0	0	0	0	0	0	0	0	0
EQUIPMENT												
Equipment	2,098,870	689,970	0	4,098,432	0	0	0	0	0	0	0	6,887,272
TOTAL EQUIPMENT	2,098,870	689,970	0	4,098,432	0	0	0	0	0	0	0	6,887,272
OPERATING PROGRAMS												
Human Resources												
11400 Human Resources												
11500 Employee Leave Benefits - Leave Earned	0	0	0	0	0	0	0	0	0	0	115,441	115,441
11600 Retirement, Insurances, and Taxes	0	0	0	0	0	2,079,761	0	0	0	0	0	2,079,761
11700 Workers' Compensation Excess Insurance, Cost of Claims, and Leave Hours Taken	0	0	0	0	0	0	52,031,826	0	8,240	29,577,613	0	81,617,678
11800 City Liability and Property Insurance and Claim Costs	0	0	0	0	0	0	0	5,453,195	0	0	0	5,453,195
	0	0	0	0	0	0	0	0	0	0	3,612,350	3,612,350
Total Human Resources	0	0	0	0	0	2,079,761	52,031,826	5,453,195	8,240	29,577,613	3,727,791	92,878,425
Information Technology												
15200 IT Services and Support	0	0	0	9,908,863	0	0	0	0	0	0	0	9,908,863
Total Information Technology	0	0	0	9,908,863	0	0	0	0	0	0	0	9,908,863
Public Works												
13800 Capital Projects Administration	0	0	0	0	3,755,023	0	0	0	0	0	0	3,755,023
14200 Facility Services	0	4,712,071	484,376	0	0	0	0	0	0	0	0	5,196,447
14100 Fleet, Fuel, and Equipment	3,469,334	0	0	0	0	0	0	0	0	0	0	3,469,334
Total Public Works	3,469,334	4,712,071	484,376	0	3,755,023	0	0	0	0	0	0	12,420,804

CITY OF SUNNYVALE
APPROPRIATIONS
INTERNAL SERVICE FUNDS
FY 2021/22 BUDGET

Program/Project Description	FUND/SUB-FUND											All Funds FY 2021/22 Total
	7021 / 595/100.	7023 / 595/200. *	7025 / 595/210.	7027 / 595/350.	7029 / 595/800.	7061 / 640/100.	7063 / 640/200.	7065 / 640/300.	7066 / 640/500.	7067 / 640/400.	7080 / 645.	
	Fleet Services	Facilities Management	Sunnyvale Office Center	Technology Services	Project Management Services	Employee Payroll and Benefits - Leaves Benefit	Retirement Benefit	Workers' Compensation	Pension Trust	Insurances & Other Benefits	Property Liability & Insur. Fund	
Finance												
11000 Purchasing	0	0	0	719,319	0	0	0	0	0	0	0	719,319
11200 Accounting and Financial Services	0	0	0	0	186,060	0	0	0	0	0	0	186,060
Total Finance	0	0	0	719,319	186,060	0	0	0	0	0	0	905,379
TOTAL												
OPERATING PROGRAMS	3,469,334	4,712,071	484,376	10,628,182	3,941,084	2,079,761	52,031,826	5,453,195	8,240	29,577,613	3,727,791	116,113,471
PROJECTS												
824780 Upgrading of Fuel Stations	1,085,708	0	0	0	0	0	0	0	0	0	0	1,085,708
824980 SOC Site Improvements	0	0	27,584	0	0	0	0	0	0	0	0	27,584
831890 Information Technology -- Risk Assessment	0	0	0	99,750	0	0	0	0	0	0	0	99,750
832270 Permitting System Replacement	0	0	0	1,404,065	0	0	0	0	0	0	0	1,404,065
835580 Replacement DPS Video Surveillance System	0	0	0	353,254	0	0	0	0	0	0	0	353,254
835590 Replacement DPS Mobile Computing	0	0	0	313,506	0	0	0	0	0	0	0	313,506
835600 Replacement DPS Enterprise Storage	0	0	0	287,842	0	0	0	0	0	0	0	287,842
835610 Computer Aided Dispatch (CAD) System Replacement	0	0	0	1,902,720	0	0	0	0	0	0	0	1,902,720
TOTAL PROJECTS	1,085,708	0	27,584	4,361,137	0	0	0	0	0	0	0	5,474,429
Project Operating	0	0	0	0	0	0	0	0	0	0	0	0
Project Administration	0	0	0	0	0	0	0	0	0	0	0	0
GRAND TOTAL	6,653,912	5,402,041	511,960	19,087,750	3,941,084	2,079,761	52,031,826	5,453,195	8,240	29,577,613	3,727,791	128,475,172

* Fund 7023 does not include Intrafund Loan Repayment to Fleet

EXHIBIT C

CITY OF SUNNYVALE
TRANSFERS TO/FROM
ALL FUNDS *
FY 2021/22 BUDGET

TRANSFERS TO FUNDS/SUB-FUND																										
	1000 / 035.	2020 / 070.	071.	072.	141.	175.	190.	245.	280.	282.	287.	1040 / 295.	315	3100 / 385	6000 / 465.	6100 / 485.	6200 / 525.	7020 / 595	3200 / 610.	7061 / 640/100	7063 / 640/200	7067 / 640/400.	7066 / 640/500	7080 / 645.	All Funds	
TRANSFERS FROM FUNDS/SUB-FUND	General	Housing	HOME Grant	Redevelopment Housing	Park Dedication	Asset Forfeiture	Police Services Augmentation	Parking District	Gas Tax	Road Maintenance and Rehabilitation Account	2016 Measure B Santa Clara VTA	Youth and Neighborhood Services	Redevelopment Successor Agency	Capital Projects	Wastewater Management	Solid Waste Management	Golf and Tennis Operations	General Services	Infrastructure Renewal and Replacement	Leaves Benefit	Retirement Benefit	Employee Payroll & Benefits Insurance & Other Benefits	PENSION Trust	Liability and Property Insurance	FY 2021/22 Total	
TRANSFERS																										
1000 / 035. General	0	0	0	0	0	0	0	0	0	0	0	590,091	0	75,000	12,137	13,043	1,535,000	1,566,494	570,766	437,653	20,603,124	7,649,615	625,219	2,502,859	36,200,001	
2020 / 070. Housing	177,932	250,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,216	151,395	41,514	4,394	0	628,652	
2060 / 071. HOME Grant	5,939	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	337	15,844	4,345	481	0	26,945	
2080 / 072. Redevelopment Housing	3,227	1,000,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	187	8,802	2,414	267	0	1,014,896	
2040 / 110. CDBG	25,342	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,309	61,614	16,895	1,870	0	107,030	
2100 / 141. Park Dedication	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	25,468,012	0	0	0	0	25,468,012	
2500 / 210. Employment Development	385,088	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	30,477	1,434,733	393,420	43,538	0	2,287,257	
2400 / 245. Parking District	13,624	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	434	20,421	5,600	620	0	40,697	
8100 / 255. Community Facilities District No. 3	3,574	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	157	7,394	2,027	224	0	13,377	
2500 / 280. Gas Tax	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,722,502	0	0	0	0	2,722,502	
2520 / 282. Road Maintenance and Rehabilitation Account (SBI)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,040,509	0	0	0	0	3,040,509	
2560 / 287. 2016 Measure B - Santa Clara VTA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,877,220	0	0	0	0	2,877,220	
2580 / 290. VBT Local Road Improvement Program	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,042,454	0	0	0	0	1,042,454	
1040 / 295. Youth and Neighborhood Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,870	88,020	24,136	2,671	0	116,697	
8140 / 315. Redevelopment Successor Agency	8,384	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8,384	
3100 / 385. Capital Projects	16,495	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,808,343	0	0	0	0	3,824,838	
6040 / 460. Water Supply and Distribution	4,161,903	0	0	0	0	0	0	0	0	0	0	0	0	0	66,247	0	0	0	0	4,915	24,890	1,171,728	321,301	35,557	225,981	6,012,523
6080 / 465. Wastewater Management	4,947,716	0	0	0	0	0	0	0	0	0	0	0	0	0	0	25,569	0	0	0	2,403	57,491	2,706,453	742,141	82,130	355,302	8,917,184
6100 / 485. Solid Waste Management	8,123,564	0	0	0	0	0	0	0	0	0	0	0	0	0	243,614	0	0	0	0	10,097	475,310	130,336	14,424	47,298	9,044,643	
6140 / 490. SMART Station	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,169	102,104	27,998	3,098	0	135,369	
6180 / 510. Development Enterprise	1,946,576	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,404,065	0	43,041	2,026,231	555,616	61,488	6,899	6,043,716	
6200 / 525. Golf and Tennis Operations	464,588	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13,522	636,564	174,553	19,317	54,032	1,362,576	
7020 / 595. General Services	191,800	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18,570	71,581	3,368,775	924,031	102,259	4,678,015	
7025 / 595/210. Sunnyvale Office Center	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,197	56,333	15,447	1,709	0	74,686	
7060 / 640. Employee Payroll & Benefits Fund	2,331,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,331,000	
7080 / 645. Liability and Property Insurance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	374	17,604	4,827	534	0	23,340	
5040 / 727. Fremont Pool	21,471	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21,471	
5080 / 730. Donors Society Youth Opportunity	11,040	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11,040	
TOTAL TRANSFERS	22,839,264	1,250,000	0	0	0	0	0	0	0	0	0	590,091	0	75,000	255,751	104,859	1,535,000	2,970,559	39,555,774	700,000	32,953,451	11,036,217	1,000,000	3,270,071	118,144,035	

* FUNDS WITH NO TRANSFERS ARE NOT SHOWN.

This Schedule Includes In-Lane Transfers and Interfund Loans, but not Project Administration and Debt Service Transfers; Project Administration Charges and Debt Service are reflected in Exhibit A.

105,927,640

EXHIBIT D

CITY OF SUNNYVALE
APPROPRIATIONS TO/DEDUCTION FROM RESERVES
ALL FUNDS *
FY 2021/22 BUDGET AS COMPARED TO FY 2020/21 PLAN

	FUND/SUB-FUND									
	1000 / 035.	2020 / 070.	2060 / 071.	2080 / 072.	2040 / 110.	2100 / 141.	2220 / 190.	2400 / 245.	8100 / 255.	2500 / 280.
Reserve	General	Housing	HOME Grant	Redevelopment Housing	Community Development Block Grant	Park Dedication	Police Services Augmentation	Parking District	Community Facilities District No. 3	Gas Tax
20 Year RAP	0	0	0	2,383,070	92,001	0	(91,341)	46,098	0	(1,004,604)
Budget Stabilization Fund	(4,083,278)	0	0	0	0	0	0	0	0	0
BMR In-Lieu	0	6,991,893	0	0	0	0	0	0	0	0
Capital Replacement	121,134	0	0	0	0	0	0	0	0	0
Capital Reserve	0	0	0	0	0	(98,500)	0	0	0	0
Contingency	(22,358)	0	0	0	0	0	0	0	0	0
Debt Service	0	0	0	0	0	0	0	0	0	0
Development Enterprise Reserve	0	0	0	0	0	0	0	0	0	0
Employee Leaves	0	0	0	0	0	0	0	0	0	0
Equipment Replacement — KSUN (Restricted)	0	0	0	0	0	0	0	0	0	0
Facilities Management Reserve	0	0	0	0	0	0	0	0	0	0
Fleet Services Reserve	0	0	0	0	0	0	0	0	0	0
Future Land Use & Transportation Projects	0	0	0	0	0	0	0	0	0	0
HOME Grant	0	0	1,069	0	0	0	0	0	0	0
Housing Mitigation	0	21,493,952	0	0	0	0	0	0	0	0
Infrastructure Reserve	0	0	0	0	0	0	0	0	(23,742)	0
Insurance Rate Uncertainty	0	0	0	0	0	0	0	0	0	0
Land Acquisition Set-Aside	0	0	0	0	0	6,725,907	0	0	0	0
Liability and Property Insurance	0	0	0	0	0	0	0	0	0	0
Pension Trust	0	0	0	0	0	0	0	0	0	0
PERS Rate Uncertainty	0	0	0	0	0	0	0	0	0	0
Rate Stabilization	0	0	0	0	0	0	0	0	0	0
Technology and Communications Reserve	0	0	0	0	0	0	0	0	0	0
Tech Surcharge Reserve (Restricted)	0	0	0	0	0	0	0	0	0	0
Workers' Compensation	0	0	0	0	0	0	0	0	0	0
Total	(3,984,502)	28,485,845	1,069	2,383,070	92,001	6,627,407	(91,341)	46,098	(23,742)	(1,004,604)

CITY OF SUNNYVALE
APPROPRIATIONS TO/DEDUCTION FROM RESERVES
ALL FUNDS *
FY 2021/22 BUDGET AS COMPARED TO FY 2020/21 PLAN

Reserve	FUND/SUB-FUND											FY 2021/22 Total
	3100 / 385	6040 / 460.	6080 / 465.	6100 / 485.	6143 / 490/200.	6180 / 510.	6200 / 525.	7020 / 595	3200 / 610	7060 / 640	7080 / 645	
	Capital Projects	Water Supply and Distribution	Wastewater Management	Solid Waste Management	SMaRT Station Replacement	Development Enterprise	Golf and Tennis Operations	General Services	Infrastructure Renovation and Replacement	Employee Benefits	Liability and Property Insurance	
20 Year RAP	0	0	0	0	0	0	(423,519)	310,798	0	0	0	1,312,501
Budget Stabilization Fund	0	0	0	0	0	0	0	0	0	0	0	(4,083,278)
BMR In-Lieu	0	0	0	0	0	0	0	0	0	0	0	6,991,893
Capital Replacement	0	0	0	0	1,408,822	0	0	0	0	0	0	1,529,956
Capital Reserve	8,016,470	1,151,063	218,651	0	0	0	0	20,393	0	0	0	9,308,077
Contingency	0	249,400	(133,243)	578,066	0	0	0	0	(41,601,585)	0	0	(40,929,721)
Debt Service	0	0	0	0	1,000,000	0	0	0	0	0	0	1,000,000
Development Enterprise Reserve	0	0	0	0	0	(1,167,808)	0	0	0	0	0	(1,167,808)
Employee Leaves	0	0	0	0	0	0	0	0	0	700,000	0	700,000
Equipment Replacement — KSUN (Restricted)	0	0	0	0	0	0	0	87,362	0	0	0	87,362
Facilities Management Reserve	0	0	0	0	0	0	0	141,943	0	0	0	141,943
Fleet Services Reserve	0	0	0	0	0	0	0	183,543	0	0	0	183,543
Future Land Use & Transportation Projects	6,850	0	0	0	0	0	0	0	0	0	0	6,850
HOME Grant	0	0	0	0	0	0	0	0	0	0	0	1,069
Housing Mitigation	0	0	0	0	0	0	0	0	0	0	0	21,493,952
Infrastructure Reserve	0	0	0	0	0	0	0	0	0	0	0	(23,742)
Insurance Rate Uncertainty	0	0	0	0	0	0	0	0	0	(1,069,178)	0	(1,069,178)
Land Acquisition Set-Aside	0	0	0	0	0	0	0	0	0	0	0	6,725,907
Liability and Property Insurance	0	0	0	0	0	0	0	0	0	0	(453,361)	(453,361)
Pension Trust	0	0	0	0	0	0	0	0	0	1,197,748	0	1,197,748
PERS Rate Uncertainty	0	0	0	0	0	0	0	0	0	914,666	0	914,666
Rate Stabilization	0	(646,757)	(5,043,474)	(5,866,916)	0	0	0	0	0	0	0	(11,557,147)
Technology and Communications Reserve	0	0	0	0	0	0	0	(5,517,287)	0	0	0	(5,517,287)
Tech Surcharge Reserve (Restricted)	0	0	0	0	0	0	0	137,418	0	0	0	137,418
Workers' Compensation	0	0	0	0	0	0	0	0	0	348,807	0	348,807
Total	8,023,320	753,706	(4,958,065)	(5,288,850)	2,408,822	(1,167,808)	(423,519)	(4,635,829)	(41,601,585)	2,092,043	(453,361)	(12,719,827)

CITY OF SUNNYVALE
APPROPRIATIONS TO/DEDUCTION FROM RESERVES
ALL FUNDS *
FY 2021/22 BUDGET AS COMPARED TO FY 2020/21 PLAN

	FUND/SUB-FUND									
	1000 / 035.	2020 / 070.	2060 / 071.	2080 / 072.	2040 / 110.	2100 / 141.	2220 / 190.	2400 / 245.	8100 / 255.	2500 / 280.
	General	Housing	HOME Grant	Redevelopment Housing	Community Development Block Grant	Park Dedication	Police Services Augmentation	Parking District	Community Facilities District No. 3	Gas Tax
Reserve										

(*) FUNDS/RESERVES WITH NO CHANGES ARE NOT SHOWN.

CITY OF SUNNYVALE
APPROPRIATIONS TO/DEDUCTION FROM RESERVES
ALL FUNDS *
FY 2021/22 BUDGET AS COMPARED TO FY 2020/21 PLAN

	FUND/SUB-FUND											
	3100 / 385	6040 / 460.	6080 / 465.	6100 / 485.	6143 / 490/200.	6180 / 510.	6200 / 525.	7020 / 595	3200 / 610	7060 / 640	7080 / 645	
Reserve	Capital Projects	Water Supply and Distribution	Wastewater Management	Solid Waste Management	SMaRT Station Replacement	Development Enterprise	Golf and Tennis Operations	General Services	Infrastructure Renovation and Replacement	Employee Benefits	Liability and Property Insurance	FY 2021/22 Total

(*) FUNDS/RESERVES WITH NO CHANGES ARE NOT SHOWN.

DRAFT 6/10/2021 JAV

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE ESTABLISHING THE APPROPRIATIONS
LIMIT FOR FISCAL YEAR 2021-2022 PURSUANT TO
ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION**

WHEREAS, Article XIII B of the California Constitution (enacted with the passage of Proposition 4 in 1979; with modifications under Proposition 111, passed by the voters of California in June 1990; and implemented by California Government Code Sections 7900 *et seq.*), specifies that appropriations of governmental entities may increase by an amount adjusted by the cost of living and change in population from the prior year; and

WHEREAS, California Government Code Section 7910 provides for the annual establishment by local jurisdictions of their appropriations limit for each fiscal year, and further provides that upon establishment of such appropriations limit any judicial action or proceeding to attack, review, set aside, void, or annul such action by the City Council must be commenced within forty-five (45) days of the effective date of the resolution establishing the appropriations limit; and

WHEREAS, pursuant to Government Code Section 7910, in Report to Council (RTC) No. 21-0212, dated June 8, 2021, the Director of Finance has computed the appropriations limit applicable to the City of Sunnyvale for the fiscal year 2021-2022, and transmitted the same with suggested modifications to the City Council in RTC No. 21-0213, dated June 15, 2021; and

WHEREAS, documentation used in determining the appropriations limit has been made available to the public for a period of not less than fifteen (15) days prior to City Council consideration of this resolution.

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

1. Pursuant to the appropriations limit formula set forth by Government Code Sections 7900-7914, the City Council does hereby establish the appropriations limit for fiscal year 2021-2022 for the City of Sunnyvale as \$269,920,441, as documented in Exhibit A, attached hereto and incorporated herein by reference as though fully set forth.
2. Pursuant to Government Code Section 7910, no judicial action or proceeding to attack, review, set aside, void, or annul the action of the City Council in establishing the appropriations limit for fiscal year 2021-2022 shall be brought unless such action or proceeding shall have been commenced within forty-five (45) days of the date of adoption of this resolution.

Adopted by the City Council at a regular meeting held on _____, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

City Clerk
(SEAL)

Mayor

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

**CITY OF SUNNYVALE
APPROPRIATIONS LIMIT
FY 2021/22 Adopted Budget**

	AMOUNT	SOURCE
A. LAST YEAR'S LIMIT	\$ 253,870,523	Prior Year
B. ADJUSTMENT FACTORS		
1. Population	1.0056	State Department of Finance
2. Inflation	1.0573	State Department of Finance
	1.0632	(B1*B2)
Total Adjustment %	0.0632	(B1*B2-1)
C. ANNUAL ADJUSTMENT	\$ 16,049,918	(B*A)
D. OTHER ADJUSTMENTS:		
Lost Responsibility (-)	0	
Transfer to private (-)	0	
Transfer to fees (-)	0	
Assumed Responsibility (+)	0	
Sub-total	0	
E. TOTAL ADJUSTMENTS	\$ 16,049,918	(C+D)
F. THIS YEAR'S LIMIT	<u>\$ 269,920,441</u>	(A+E)

**CITY OF SUNNYVALE
CALCULATION OF APPROPRIATIONS LIMIT
FY 2021/22 Adopted Budget**

	<u>FY 2020/2021</u>	<u>FY 2021/2022</u>
Appropriations:		
035. General Fund	\$ 163,062,865	\$ 188,898,693
070. Housing Fund	13,387,008	1,540,638
071. Home Fund	1,253,908	433,435
072. Redevelopment Housing Fund	1,050,405	1,305,944
110. Community Development Block Grant Fund	2,117,877	1,312,415
141. Park Dedication Fund	417,167	10,653,073
175. Public Safety Forfeiture Fund	-	-
190. Police Services Augmentation Fund	332,132	332,132
210. Employment Development Fund	10,677,434	10,500,000
245. Parking District Fund	168,290	179,822
280. Gas Tax Fund	1,500,000	1,500,000
285. Transportation Development Act (TDA) Fund	-	-
295. Youth and Neighborhood Services Fund	710,560	807,331
385. Capital Projects Fund	18,412,906	4,283,343
610. Infrastructure Renovation and Replacement Fund	131,865,661	82,437,969
Total Appropriations	<u>344,956,214</u>	<u>304,184,795</u>
Appropriation Adjustments:		
Current Non-Tax Revenues	(221,853,967)	(137,025,415)
Prior Non-Tax Revenues	-	(9,025,758)
Qualified Capital Outlay	<u>(1,133,110)</u>	<u>(1,166,250)</u>
Total Appropriation Adjustments	<u>(222,987,077)</u>	<u>(147,217,423)</u>
Appropriations Subject to Limit	121,969,138	156,967,372
Growth Rate Factor	<u>1.0422</u>	<u>1.0632</u>
Total Allowable Appropriations Limit <i>(Prior Year Appropriations Limit x Growth Rate Factor)</i>	<u>253,870,523</u>	<u>269,920,441</u>
Amount Under (Over) Allowable Appropriations Limit	<u>\$ 131,901,385</u>	<u>\$ 112,953,069</u>

**CITY OF SUNNYVALE
CALCULATION OF APPROPRIATIONS LIMIT
FY 2021/22 Adopted Budget**

	<u>FY 2020/2021</u>	<u>FY 2021/2022</u>
Revenues:		
Tax Revenues:		
Property Tax	\$ 90,750,445	\$ 94,860,330
Sales Tax	27,163,221	27,782,519
Other Taxes	26,327,779	23,366,221
Unrestricted State Subventions	222,960	295,940
Interest Income	2,366,672	2,962,858
Total Tax Revenues	<u>146,831,078</u>	<u>149,267,868</u>
Non-Tax Revenues:		
Federal Grants	13,570,522	26,192,714
Restricted State Shared Revenues	3,639,567	3,589,590
State Grants/Reimbursements	3,156,619	3,372,380
Other Intergovernmental Contributions	8,249,348	10,066,315
Franchise Fees	7,442,089	7,356,348
Permits and Licenses	1,634,631	1,955,653
Service and Development Fees	99,964,107	75,711,325
Rents and Concessions	2,642,990	3,165,480
Fines and Forfeitures	757,221	528,883
Housing Loan Repayments	694,323	-
Revenue from Sale of Property	-	-
Miscellaneous	75,141,638	-
Inter-Fund Loan Repayments	1,280,538	1,210,562
Interest Income	3,680,374	2,817,572
Total Non-Tax Revenues	<u>221,853,967</u>	<u>135,966,822</u>
Total Revenues	<u>\$ 368,685,045</u>	<u>\$ 285,234,690</u>

DRAFT 6/10/2021 *JAN*

RESOLUTION NO. _____

**A RESOLUTION OF THE FINANCING AUTHORITY OF
THE CITY OF SUNNYVALE ADOPTING THE BUDGET
FOR THE SUNNYVALE FINANCING AUTHORITY FOR
THE FISCAL YEAR JULY 1, 2021 TO JUNE 30, 2022**

WHEREAS, the Sunnyvale Financing Authority was created on September 29, 1992, by a Joint Powers Agreement (JPA Agreement) between the City of Sunnyvale and the former Sunnyvale Redevelopment Agency (Resolution No. 106-92 RA); and

WHEREAS, the JPA Agreement authorizes the Financing Authority to adopt a budget annually prior to July 1 of each year; and

WHEREAS, the Financing Authority has reviewed the proposed budget, attached hereto as Exhibit A, and advertised and held a public hearing on June 8, 2021, at which interested members of the public were given an opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FINANCING AUTHORITY OF THE CITY OF SUNNYVALE THAT:

1. The budget of the Sunnyvale Financing Authority for the fiscal year beginning on July 1, 2021 and ending on June 30, 2022, attached hereto as Exhibit A, is hereby approved and adopted as the budget of the Financing Authority for fiscal year 2021-2022.
2. \$5,055,425 is appropriated to fund the annual debt service payment for the 2009 Government Center Certificates of Participation that are funded through a lease agreement with the City of Sunnyvale.

Adopted by the City Council at a regular meeting held on _____, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

City Clerk
(SEAL)

Mayor

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

SUNNYVALE FINANCING AUTHORITY
BUDGET AND APPROPRIATIONS
FY 2021/22 BUDGET

Program/Project Description	Sunnyvale Financing Authority
RESOURCES	
Lease Payments from the City of Sunnyvale	5,055,425
TOTAL RESOURCES	5,055,425
EXPENDITURES	
Debt Service Payment	5,055,425
TOTAL EXPENDITURES	5,055,425

Boards and Commissions Budget Review

As of the FY 2021/22 Recommended Budget hearing date of June 8, 2021 four of the City's ten boards and commissions have had the opportunity to review the FY 2021/22 Recommended Budget, which was made available to them on May 6, 2021. Staff will include any additional board and commission meeting minutes made available as part of the FY 2021/22 Budget Adoption RTC on June 15, 2021.

Given the short timeframe available for review of the minutes by the boards and commissions, some of the minutes are draft minutes or action summaries.

Recommendations to Council on the budget were voted on and comments are detailed in the minutes.

The following commission minutes are attached:

- Arts Commission
- Bicycle and Pedestrian Advisory Commission
- Board of Library Trustees
- Housing and Human Services Commission
- Parks and Recreation Commission
- Sustainability Commission



City of Sunnyvale

Meeting Minutes - Draft Arts Commission

Wednesday, May 19, 2021

6:00 PM

Telepresence Meeting: City Web Stream

**Special Meeting - 6:00 PM | Special Joint Meeting with the Parks and Recreation
Commission - 7 PM**

TELECONFERENCE NOTICE

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 10, 2020, the meeting was conducted telephonically.

6:00 P.M. SPECIAL ARTS COMMISSION MEETING

CALL TO ORDER

Chair Eskridge called the meeting to order at 6:05 p.m. via teleconference.

ROLL CALL

Present: 3 - Chair Dawna Eskridge
Vice Chair Sue Serrone
Commissioner Susannah Vaughan
Absent: 2 - Commissioner Jeremie Gluckman
Commissioner Agnes Veith

Commissioner Gluckman's absence is unexcused.
Commissioner Veith's absence is excused.

Council Liaison Klein (Present)

ORAL COMMUNICATIONS

Chair Eskridge opened oral communications and there was no public testimony, closed oral communications.

PRESENTATIONS

A [21-0550](#) Public Art Project Ranking Results

Trenton Hill, Recreation Services Manager, provided a presentation on the Public

Art Project Ranking Results. The highest ranking item per category are as follows:

Functional art project - permanent artistic benches for City parks and open spaces

Whimsical small-scale projects - small-scale murals throughout the City

Temporary/rotating art projects - placement of identifiable sculptures altered by artists throughout City spaces.

Commissioners inquired and staff responded:

Was there any correlation between the public's and the Commissioner's rankings?

No major disparity between the rankings.

CONSENT CALENDAR

Commissioner Vaughan moved and Commissioner Serrone seconded the motion to approve the consent calendar as presented.

The motion carried by the following vote:

Yes: 3 - Chair Eskridge
Vice Chair Serrone
Commissioner Vaughan

No: 0

Absent: 2 - Commissioner Gluckman
Commissioner Veith

1 [21-0503](#) Approve the Arts Commission Meeting Minutes of April 21, 2021

Approve the Arts Commission Minutes of April 21, 2021 as submitted.

PUBLIC HEARINGS/GENERAL BUSINESS

2 [21-0544](#) Approve Art in Private Development Project - Minkoff Group/100 Altair Way

Trenton Hill, Recreation Services Manager, introduced the Arts in Private Development Project - Minkoff Group/100 Altair Way.

Dan Minkoff, Principal at Minkoff Group, and David Brenner, Artist, provided detailed information regarding the project. Highlights included: bio, art process, previous projects, Growth of Tomorrow rendering and plaque with QR code.

Commissioners inquired and artist responded.

Will the art piece be self-watering? Yes, the hydroponics system will have sensors that track moisture level and will have automated irrigation setup.

Who will be responsible for the maintenance cost? The property owners will be responsible for the maintenance.

Will the art piece have aromatic plants to create a multi-sensory experience? Yes, several of the plants will provide a fragrance. The public are encouraged to touch and smell the plants on the art piece.

Will there be any seating areas near the art piece? Yes, there will be benches placed near the art piece.

Kristin Dance, Recreation Services Coordinator II, and David Minkoff informed the Commission that there will be an interior piece that will be a continuation of the exterior art piece. David Minkoff noted that the interior piece will not be voted on by the Arts Commission.

Commissioner Serrone moved and Commissioner Vaughan seconded the motion to approve the Art in Private Development Project - Minkoff Group/100 Altair Way.

The motion carried by the following vote:

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

Standing item. No study issues approved in previous meeting were proposed.

Adjournment Special Meeting

Chair Eskridge adjourned the meeting at 6:46 p.m.

7 P.M. JOINT ARTS COMMISSION AND PARKS AND RECREATION COMMISSION MEETING

TELECONFERENCE NOTICE

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

CALL TO ORDER

Chair Kenton called the meeting to order at 7:00 p.m. via teleconference.

ROLL CALL

Present: 8 - Chair Dawna Eskridge
Vice Chair Sue Serrone
Commissioner Susannah Vaughan
Ralph Kenton
Prakash Giri
Mike Michitaka
Gregory Dibb
Daniel Bremond

Absent: 2 - Commissioner Jeremie Gluckman
Commissioner Agnes Veith

Commissioner Gluckman's absence is unexcused.
Commissioner Veith's absence is excused.

Council Liaison Klein (Present)
Council Liaison Hendricks (Absent)

PRESENTATIONS

3 [21-0590](#) Boards and Commission Subcommittee Meeting Briefing for
May 5, 2021

Ralph Kenton, Chair of the Parks and Recreation Commission, provided a presentation on the Boards and Commission Subcommittee Meeting for May 5, 2021. Highlights included: purpose of subcommittee, participants, dates, calendar schedule, recommendations and summary of subcommittee meetings.

Commissioners inquired and Chair responded:

Can Commissioners be CC'd on City responses from the Parks and Recreation Commission AP? Yes, staff will CC Commissioners for future correspondence.

Mayor Klein informed the Commission that the City is considering the idea of removing the voter registration requirement for Boards and Commission positions, and simplifying the code of ethics policy.

Damon Sparacino informed the Commission that discussion items are ongoing between Council members and key staff.

ORAL COMMUNICATIONS

Chair Kenton opened oral communications and there was no public testimony, closed oral communications.

PUBLIC HEARINGS/GENERAL BUSINESS

4 [21-0551](#) Review and Approve FY 2021/22 Recommended Budget

Tim Kirby, Director of Finance, provided a presentation on the FY 2021/22 Recommended Budget. Highlights included: budget approval process, key dates, budget supplements 1 & 2, overview of budget, economic context, American Rescue Act funding, investment in public safety operations, cultural inclusion project, operating budget, city-wide budget, city-wide revenue, expenditures, reserves, park dedication fund and general parks project updates.

Commissioners inquired and artist responded.

Do Commission voted items have any impact on the budget? Yes, any item that is voted upon that deals with tax or fees will have an effect on the City and sources of funding.

Does the City have a plan to attract businesses post COVID? Yes, the City employs an Economic Development Manager. Her primary job is to create policies that are responsive and business-friendly.

Chair Kenton opened public comment.

Leesa Riviere, Sunnyvale resident, asked if the City had budget plans for public transportation, such as VTA? Currently not aware of any public transportation budget plans, but the budget will consider all aspects within the City.

Colin Dixon, Sunnyvale resident, asked if the park's usage due to COVID had any affect on the budget? Yes, the transient occupancy tax and sales tax were greatly affected by the pandemic.

Chair Kenton closed public comment.

NON-AGENDA ITEMS & COMMENTS

-Commissioner Comments

Commissioner Bremmond asked if the City had plans to open more swim lanes at the Fremont Swim Complex? Not yet, staff is working with the County to gauge protocols.

Commissioner Vaughan thanks Commissioners, staff and the public for attending the Hands on the Arts Drive-Through event.

Commissioner Kenton informed the Commissioners that he is intending to propose a budget issue on adding additional pickle ball courts and funding restrooms at Las Palmas Park.

-Staff Comments

Trenton Hill and Mayor Klein thanked the Arts Commissioners and City staff for creating a successful Hands on the Arts Drive-Through event.

ADJOURNMENT

Chair Kenton adjourned the meeting at 8:49 p.m.

- 1.A** [21-0527](#) Approve the Bicycle and Pedestrian Commission Meeting Minutes of April 15, 2021.

Approve the Bicycle and Pedestrian Commission Meeting Minutes of April 15, 2021 as submitted.

Commissioner Hafeman moved and Vice Chair Mehlman seconded to approve item 1.A.

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

PUBLIC HEARINGS/GENERAL BUSINESS

- 2** [21-0584](#) Review Fiscal Year 21/22 Recommended Budget

Lillian Tsang, Principal Transportation Engineer, made the following comments about the FY 2021/22 Recommended Budget:

- Fiscal year 21/22 Recommended Budget was delivered to City Council on Monday, May 10. The budget workshop was held on May 20
- Annual City Council Public Hearing on the budget will be held on Tuesday, June 8
- Budget adoption scheduled to be on Tuesday, June 15
- Volume one of the Recommended Budget contains the operating budget and Volume two of the Recommended Budget contains the Capital Improvement projects for the City
- Transportation and traffic related projects start on page 61-165

Chair Mehlinger opened for Public Comment.

Chair Mehlinger closed for Public Comment.

Commissioner Oey asked if staff could put together an analysis on what is spent on

Bicycle improvements, Pedestrian improvements and other roadway improvements. Dennis Ng, Transportation and Traffic Manager stated that could be something staff can work on next fiscal year.

Commissioner Cordes asked about page 73 Project 900141- Future Traffic Calming Projects with a listed budget for FY 21/22, however, the project detail sheet on page 160 shows it is unfunded. Ms. Tsang stated that on the top of page 73 it shows unfunded.

Commissioner Hafeman commented and asked about the following:

- City Manager's summary did not mention bicycle improvements or the ATP
- Would like a breakdown of dollar amount spent on bicycle and pedestrian projects
- The estimated budget for Mary Avenue Overcrossing is \$200 million. Is that for the 4 lane option?
- Future years don't show a budget amount. Was everything bundled into 2021? Ms. Tsang stated the amount seen could be allocated into 1 year but could be multi-year projects which would be rolled over to the years that follow until the project is completed.
- What does unfunded mean for a project?
- Is the Homestead Road study completed and ready to implement?

Ms. Tsang addressed his questions.

Commissioner Cordes commented and asked about the following:

- Project 833010 on page 116 - Bicycle and Pedestrian Safety Improvements. Is this a funding source for everything in the ATP and will there be only 1 year of funding for this program? Ms. Tsang stated there is funding for this fiscal year but will need to find grant opportunities for future funding. Most of the \$400,000 will be used as a matching fund for the grants.
- How is it decided what percentage of the TIF funds are allocated toward biking projects? Ms. Tsang stated that in the TIF study that was conducted back in 2007 there is a breakdown on the amount of TIF anticipated to collect and what portion of it will go to bike and pedestrian improvements and individual projects.

Vice Chair Mehlman commented and asked about the following:

- Page 119, project 833790. What is the project cost breakdown? Ms. Tsang stated these are grants that were received to upgrade and install new Rectangular Rapid Flashing Beacons(RRFB) in the City. The budget also includes annual operating costs.

- Pavement standards
- Unfunded projects page/adding a header under status of projects

Chair Mehlinger commented on the following:

- Infrastructure breakdown would be helpful for next FY

Commissioner Oey asked and commented on the following:

- On page 118 - Is a bicycle pavement standard included in the study? Ms. Tsang stated she will have to check with the project manager to see if that is included as part of this project.
- What is the current situation on Bicycle Detection Systems? Mr. Ng stated the it is a constant evolving technology that we are going through so the City is always looking at new technology.
- Page 120 - Pedestrian Bicycle Improvements - Is there a pedestrian scramble being considered at that intersection? Mr. Ng stated it is part of the project.
- Page 150 - Bicycle and Pedestrian Education Encouragement Program - What are the education program plans for the City and how much the Traffic and Transportation Division is involved versus how much Public Safety is involved and how much input can BPAC have in guiding where the program is headed? Ms. Tsang stated they are coordinating with Public Safety and allocating some of the funding to them.

Commissioner Cordes moved and Commissioner Oey seconded to recommend to City Council to include at least \$5 million per year in funding for the next 10 years for implementing improvements as identified in the ATP and Vision Zero Plan, in order to achieve the goals we have set for reducing traffic fatalities.

Commissioner Cordes commented on the following:

- Need to send a consistent clear message to City Council that current funding levels are not acceptable

Commissioner Oey commented on the following:

- Agreed with Commissioner's Cordes comments
- Need to prioritize money to complete ATP improvements and Vision Zero

Vice Chair Mehlman commented on the following:

- Implementation of the ATP and Vision Zero Plan is crucial to achieving our Climate Action Plan

Commissioner Hafeman commented on the following:

- Supports the motion
- A lot more needs to be done on other modes of transportation

Chair Mehlinger commented on the following:

- Supports the motion
- Serious challenge with coming up with \$5 million a year due to budget constraints
- Study issue on shift of funding

Commissioner Oey commented on the following:

- Shift funding from vehicles to bicycles and pedestrian

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

Chair Mehlinger moved and Commissioner Davé seconded to have a rough breakdown of funding for transportation projects, broken down by the categories of pedestrian, bicycle and motor vehicle for the FY 22/23 budget and all budgets going forward.

Chair Mehlinger commented on the following:

- The breakdown will be very helpful to the BPAC and to the City Council in understanding just how and where we are spending our transportation dollars

Commissioner Davé commented on the following:

- Agreed with Chair Mehlinger

Commissioner Cordes commented on the following:

- All City budget formats are basically the same

- Identify recurring expenses

Commissioner Oey commented on the following:

- Supports the motion
- High level, easy way for BPAC to take a perspective on where we are at

Commissioner Hafeman commented on the following:

- Need to breakdown money spent on implementing improvements in the ATP
- Money spent for ATP should be in the next City Manager's summary

FRIENDLY AMENDMENT: Chair Mehlinger amends his motion to define bicycle and pedestrian projects as those called out in either the Active Transportation Plan, Roadway Safety Plan or the Vision Zero Plan. Commissioner Davé accepts the friendly amendment.

Commissioner Davé asked if other cities had a breakdown of their bicycle and pedestrian spending. Commissioner Cordes stated it varies with each city.

The amendment carried the following vote:

Yes 7 - Chair Mehlinger
Vice Chair Mehlman
Commissioner Cordes
Commissioner Davé
Commissioner Hafeman
Commissioner Oey
Commissioner Swail

No 0

- 3** [21-0585](#) 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:

- Recommendation to the VTA Board of Directors to approve the recommended project list for 2016 Measure B Bicycle and Pedestrian Planning Study Competitive Grant Program
- Attachments included showing the five winners



City of Sunnyvale

Meeting Minutes - Draft

Board of Library Trustees

Monday, May 17, 2021

7:00 PM

Teleconference Meeting: City Web
Stream

Special Meeting

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: 5 - Chair Carey Wingyin Lai
Vice Chair Sharlene Wang
Board Member Mark Isaak
Board Member Rahul Jain
Board Member Andrew Ma

Council Liaison Cisneros (absent)
Board Member Isaak (arrived at 7:30 p.m.)

ORAL COMMUNICATIONS

None.

CONSENT CALENDAR

Vice Chair Wang moved and Board Member Jain seconded, approval of the consent calendar as presented. The motion carried by the following vote:

Yes: 3 - Chair Lai
Vice Chair Wang
Board Member Jain

No: 0

Absent: 1 - Board Member Isaak

Abstain: 1 - Board Member Ma

- 1.A** [21-0541](#) Approve the Board of Library Trustees Meeting Minutes of April 5, 2021

Approve the Board of Library Trustees Minutes of April 5, 2021 as submitted.

PUBLIC HEARINGS/GENERAL BUSINESS

- 2** [21-0520](#) Review Recommended FY 2021/22 Budget

Director of Finance, Tim Kirby, reviewed the City's recommended fiscal year 2021/22 budget.

The board took no action.

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

NON-AGENDA ITEMS & COMMENTS

-Board Member Comments

Board members asked if the City was prepared for ransomware attacks. Staff replied that they would get back to them with more information.

-Staff Comments

Superintendent Steve Sloan spoke about the library reopening on April 13. Highlights included: operating hours, Friends of the Library resuming services, and 655 visitors on Saturday May 15.

ADJOURNMENT

Chair Lai adjourned the meeting at 8:16 p.m.



City of Sunnyvale

Excerpt Meeting Minutes - Draft Housing and Human Services Commission

Wednesday, May 26, 2021

7:00 PM

Telepresence Meeting: Web Stream

CALL TO ORDER

Chair Hiremath called the meeting to order at 7:01 p.m.

ROLL CALL

Present: 6 - Chair Ken Hiremath
Vice Chair Elinor Stetson
Commissioner Diana Gilbert
Commissioner Minjung Kwok
Commissioner Linda Sell
Commissioner Emily White

Council Liaison Gustav Larsson (present)

4 [21-0603](#) Review of Fiscal Year 2021/22 Recommended Budget

Housing Officer Jenny Carloni provided a quick review of the budget excerpt that the commissioners received in their packets.

After some questions of staff, Chair Hiremath opened the public hearing at 8:18 p.m.

Marie Bernard, Sunnyvale Community Services Executive Director, spoke briefly in support of the additional \$65,000 in general funds for Human Services proposed by the Commission, as shown in Budget Supplement No.2.

Chair Hiremath closed the public hearing at 8:21 p.m.

The commissioners took no action on this item but agreed to, as part of their discussion, to submit a letter to City Council to support the additional General Funds proposed.



City of Sunnyvale
Meeting Minutes - Draft
Parks and Recreation Commission

Wednesday, May 19, 2021

7:00 PM

Telepresence Meeting: City Web Stream

Special Joint Meeting with the Arts Commission

Meeting Online Link: <https://sunnyvale-ca-gov.zoom.us/j/96704441776>

TELECONFERENCE NOTICE

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

CALL TO ORDER

Chair Kenton called the meeting to order at 7:00 p.m. via teleconference.

ROLL CALL

Present: 8 - Chair Ralph Kenton
Vice Chair Prakash Giri
Commissioner Daniel Bremond
Commissioner Gregory Dibb
Commissioner Mike Michitaka
Dawna Eskridge
Sue Serrone
Susannah Vaughan
Absent: 2 - Jeremie Gluckman
Agnes Veith

Commissioner Gluckman's absence is unexcused.
Commissioner Veith's absence is excused.

Council Liaison Klein (Present)
Council Liaison Hendricks (Absent)

PRESENTATIONS

[21-0590](#)

Boards and Commission Subcommittee Meeting Briefing for
May 5, 2021

Ralph Kenton, Chair of the Parks and Recreation Commission, provided a presentation on the Boards and Commission Subcommittee Meeting for May 5, 2021. Highlights included: purpose of subcommittee, participants, dates, calendar schedule, recommendations and summary of subcommittee meetings.

Commissioners inquired and Chair responded:

Can Commissioners be CC'd on City responses from the Parks and Recreation Commission AP? Yes, staff will CC Commissioners for future correspondence.

Mayor Klein informed the Commission that the City is considering the idea of removing the voter registration requirement for Boards and Commission positions, and simplifying the code of ethics policy.

Damon Sparacino informed the Commission that discussion items are ongoing between Council members and key staff.

ORAL COMMUNICATIONS

Chair Kenton opened oral communications and there was no public testimony, closed oral communications.

PUBLIC HEARINGS/GENERAL BUSINESS

[21-0551](#) Review and Approve FY 2021/22 Recommended Budget

Tim Kirby, Director of Finance, provided a presentation on the FY 2021/22 Recommended Budget. Highlights included: budget approval process, key dates, budget supplements 1 & 2, overview of budget, economic context, American Rescue Act funding, investment in public safety operations, cultural inclusion project, operating budget, city-wide budget, city-wide revenue, expenditures, reserves, park dedication fund and general parks project updates.

Commissioners inquired and artist responded.

Do Commission voted items have any impact on the budget? Yes, any item that is voted upon that deals with tax or fees will have an effect on the City and sources of funding.

Does the City have a plan to attract businesses post COVID? Yes, the City employs an Economic Development Manager. Her primary job is to create policies that are

responsive and business-friendly.

Chair Kenton opened public comment.

Leesa Riviere, Sunnyvale resident, asked if the City had budget plans for public transportation, such as VTA? Currently not aware of any public transportation budget plans, but the budget will consider all aspects within the City.

Colin Dixon, Sunnyvale resident, asked if the park's usage due to COVID had any affect on the budget? Yes, the transient occupancy tax and sales tax were greatly affected by the pandemic.

Chair Kenton closed public comment.

NON-AGENDA ITEMS & COMMENTS

-Commissioner Comments

Commissioner Bremmond asked if the City had plans to open more swim lanes at the Fremont Swim Complex? Not yet, staff is working with the County to gauge protocols.

Commissioner Vaughan thanks Commissioners, staff and the public for attending the Hands on the Arts Drive-Through event.

Commissioner Kenton informed the Commissioners that he is intending to propose a budget issue on adding additional pickle ball courts and funding restrooms at Las Palmas Park.

-Staff Comments

Trenton Hill and Mayor Klein thanked the Arts Commissioners and City staff for creating a successful Hands on the Arts Drive-Through event.

ADJOURNMENT

Chair Kenton adjourned the meeting at 8:49 p.m.



City of Sunnyvale

Meeting Minutes - Draft

Sustainability Commission

Monday, May 17, 2021

7:00 PM

Telepresence Meeting: City Web Stream

PUBLIC HEARINGS/GENERAL BUSINESS

[21-0575](#)

Annual Review of City Manager's Recommended Budget
Full budget available online at:
Sunnyvale.ca.gov/government/budget.htm

Staff summarized highlights of the City Manager's FY 2021/22 Recommended Budget (Recommended Budget), highlighting funding available for projects and positions related to sustainability programs. Key highlights included: (a) continued freeze on Transportation Planner position in Department of Public Works intended to support the implementation of the City's transportation demand management (TDM) program; (b) proposed un-freezing of the Environmental Programs Specialist position to support Climate Action Playbook (CAP) community engagement efforts; (c) extension of funding for Project 831290 (Climate Action Plan Implementation) funding through FY 2022/23 without overall increase in fund. The Commission discussed the Recommended Budget and asked clarification questions of staff.

The Commission appreciated the recommendation to un-freeze the Environmental Programs Specialist position, which would support CAP community engagement. Commissioner Veitch commended City Staff for the continued efforts on Safe Routes to School and the number of projects supporting this program.

Chair Wickham opened the Public Hearing.

No public comments.

Chair Wickham closed the Public Hearing.

MOTION: Commissioner Paton moved, and Commissioner Veitch seconded, a motion to provide the following recommendations on the Recommended Budget to City Council and to nominate Chair Wickham to convey these recommendations to the City Council at the Budget Workshop on May 20, 2021:

- (1) Fund Study Issue ESD 17-01 “Eliminate the Use of Chemical Pesticides” as a part of Budget Supplement No. 1.
- (2) Support the recommendation to un-freeze the Environmental Program Specialist position in the Environmental Services Department (ESD).
- (3) Un-freeze the Transportation Planner position in Department of Public Works (DPW), or suggest that an interim solution be determined. Interim solutions could be:
 - (a) Un-freezing the position halfway through the fiscal year; or
 - (b) Hiring a consultant to perform the work. Advancing this work is aligned with the “Cut the Commute” pledge adopted by City Council in October 2020 in partnership with the Bay Area Air Quality Management District.
- (4) Request staff to evaluate and provide an update on whether communitywide greenhouse gas reductions are on track to achieve the 2030 goal of 56% reduction.
- (5) Update Project 831290 (Climate Action Plan Implementation) to:
 - (a) Reflect the Council and City Charter mandates for 10- and 20-year budgeting to ensure that future funding needs are planned for;
 - (b) Ensure that funding is adequate to achieve the timely planning updates and implementation of the CAP, such as with funds programmed every five years.
- (6) Upgrade to a GreenPrime account of 100% renewable energy with Silicon Valley Clean Energy (SVCE), as budget realities permit, to demonstrate the City’s commitment to renewable electricity.
- (7) For Traffic and Transportation Projects,
 - (a) Request clarification on the relationship and impact of projects on the vehicle miles traveled (VMT) reduction target; and
 - (b) Recommend that Council request that future budgets include this estimated impact with transportation projects.
- (8) For Project 831600 (Solar Installations on City Facilities), re-evaluate the economic feasibility of adding solar and battery storage to additional Department of Public Works facilities and include this in the next budget.
- (9) Request staff to provide a report on:
 - (a) How changes in the recyclables market affects our progress toward reaching our

waste diversion goal and applicable state goals; and

(b) Recommended actions to close the gap between the City's projections and the Zero Waste Strategic Plan's 90% diversion goal.

(10) Defer the funding programmed for FY 2021/22 funding for Project 824780 (Upgrading of Fuel Stations) to a later year, unless the fuel tank replacement is absolutely needed to prevent a release. Recommend that Council asks for justification of the planned expenditures on fossil fuel infrastructure, while the City is committed to electrifying its fleet.

(11) Recognizing the cost effectiveness of expanding tree canopy as a climate change mitigation and adaptation action aligned with CAP Move 4.F, the Commission recommends:

(a) Continuing to fund the contributions to "Our City Forest" at a minimum of the same level as FY 2020/21, to support the Urban Forest Management Plan (UFMP); and

(b) Adding a new project to fund continued street tree planting to implement the UFMP approved in 2014.

(12) Request that the City Clerk include a training and material about the budgeting process in the Board/Commission annual training to better prepare new Commissioners for the budget review process.

FRIENDLY AMENDMENT: Commissioner Kunz offered a friendly amendment to revise the motion to include that Chair Wickham will convey the recommendations both verbally and in writing to the City Council.

Commissioner Paton and Commissioner Veitch accepted the friendly amendment.

The motion carried by the following vote:

Yes: 6 - Chair Wickham
Vice Chair Kunz
Commissioner Joesten
Commissioner Paton
Commissioner Srinivasan
Commissioner Veitch

No: 0

Absent: 1 - Commissioner Padgett

**CITY OF SUNNYVALE
1000. GENERAL FUND
LONG TERM FINANCIAL PLAN
JULY 1, 2021 TO JUNE 30, 2031**

	ACTUAL 2019/2020	CURRENT 2020/2021	BUDGET 2021/2022	PLAN 2022/2023	PLAN 2023/2024	PLAN 2024/2025	PLAN 2025/2026	PLAN 2026/2027	PLAN 2027/2028	PLAN 2028/2029	PLAN 2029/2030	PLAN 2030/2031	FY 2020/2021 TO FY 2030/2031 TOTAL
RESERVES/FUND BALANCE, JULY 1	123,187,847	121,834,762	91,592,056	87,607,554	72,046,276	65,728,409	63,348,270	60,828,100	58,227,836	55,662,443	54,864,932	55,664,253	121,834,762
CURRENT RESOURCES:													
Property Tax	91,839,180	93,432,808	94,860,330	97,394,133	100,395,390	104,266,053	108,288,460	112,468,612	116,812,744	121,327,343	126,019,152	130,904,370	1,206,169,396
Sales Tax	27,118,152	24,520,507	25,818,641	27,091,204	27,718,282	28,464,880	29,096,380	29,973,175	30,635,669	31,314,278	32,139,430	32,851,564	319,624,009
Public Safety Sales Tax	1,715,008	1,735,236	1,963,878	1,800,000	1,827,000	1,854,405	1,882,221	1,910,454	1,939,111	1,968,198	1,997,721	2,027,687	20,905,911
Other Taxes	8,921,441	5,575,806	6,553,922	6,657,108	6,819,057	6,985,059	7,155,221	7,329,647	7,508,449	7,691,739	7,879,633	8,072,250	78,227,891
Transient Occupancy Tax	15,929,808	5,308,664	8,296,416	14,669,785	19,962,821	20,299,452	20,636,617	20,969,611	21,291,720	22,786,422	23,176,156	23,516,669	200,914,332
Utility Users Taxes	8,258,540	8,337,984	8,515,883	8,698,034	8,955,281	9,165,949	9,324,812	9,486,609	9,651,394	9,819,226	9,990,162	10,164,263	102,109,597
Franchises	7,179,493	7,069,800	7,356,348	7,596,127	7,796,749	8,004,974	8,207,284	8,415,681	8,630,350	8,851,482	9,079,271	9,313,920	90,321,986
Rents	3,258,584	2,691,932	3,134,422	3,622,361	9,780,724	10,060,935	10,343,865	10,640,550	10,940,334	11,254,521	11,572,172	11,904,828	95,946,644
Federal, State and Intergovernmental Revenue	1,324,303	18,138,365	14,840,557	770,226	971,385	985,697	1,000,414	1,015,547	1,031,109	1,047,111	1,063,567	1,080,489	41,944,467
Permits and Licenses	2,130,391	1,915,142	1,955,653	1,995,262	2,035,113	2,075,760	2,117,220	2,159,509	2,202,645	2,246,643	2,291,521	2,344,876	23,339,344
Fines and Forfeitures	1,103,988	766,034	528,883	792,212	807,816	823,802	840,111	856,747	873,719	891,032	908,695	926,712	9,015,763
Service Fees	5,538,631	3,389,772	4,111,738	6,088,634	6,214,840	6,343,711	6,475,302	6,613,421	6,731,402	6,874,976	7,021,706	7,132,834	66,998,338
Interest Income	3,349,698	2,055,682	1,603,297	1,299,002	1,183,138	1,140,848	1,085,450	1,028,893	972,754	960,675	985,017	1,021,671	13,336,427
Interest from Sale of Property	108,715	34,255	121,134	119,436	93,095	94,957	96,856	98,793	100,769	102,784	104,840	106,937	1,073,856
Inter-Fund Revenues	5,434,131	4,419,817	4,419,817	4,419,817	3,997,618	949,615	949,615	949,615	517,046	0	0	0	20,622,961
Miscellaneous Revenues	529,674	666,010	577,128	578,095	140,582	144,386	148,305	152,342	156,499	160,781	160,450	164,993	3,049,572
Sale of Property	0	9,000,000	0	0	0	0	0	0	0	0	0	0	9,000,000
Transfer From Gas Tax Fund	0	1,500,000	1,500,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	12,900,000
In-Lieu Charges	13,280,357	13,116,395	13,444,305	12,680,413	13,024,923	13,378,047	13,739,999	14,210,999	14,591,275	14,981,057	15,630,583	16,040,097	154,838,094
Transfer From Other Funds	53,115	12,604,596	2,813,455	2,438,694	2,972,877	3,045,512	3,128,158	3,204,521	3,282,585	3,362,577	3,757,550	3,715,457	44,325,983
TOTAL CURRENT RESOURCES	197,073,210	216,278,805	202,415,809	199,810,543	215,796,691	219,184,042	225,616,290	232,584,727	238,969,576	246,740,846	254,877,626	262,389,616	2,514,664,569
TOTAL AVAILABLE RESOURCES	320,261,057	338,113,567	294,007,864	287,418,097	287,842,967	284,912,451	288,964,559	293,412,827	297,197,412	302,403,289	309,742,558	318,053,869	2,636,499,331
CURRENT REQUIREMENTS:													
Operations - Total Compensation - Safety	73,011,190	74,738,879	57,771,399	62,839,920	64,505,468	66,027,115	67,752,391	69,372,792	71,042,546	72,720,945	74,725,014	76,822,028	758,318,496
Operations - Total Compensation - Miscellaneous	57,243,182	62,773,050	56,291,535	59,096,060	60,503,802	62,045,850	64,018,106	65,996,418	67,385,068	68,829,966	70,312,710	71,427,753	708,680,317
Operations - Other	34,522,104	35,932,286	36,409,977	37,716,930	38,347,471	39,478,818	40,651,454	41,859,925	43,113,097	44,392,158	45,710,504	47,069,030	450,681,651
Equipment	506,639	1,974,964	323,158	580,885	756,768	636,031	582,894	553,832	412,333	1,210,165	793,052	707,757	8,531,840
Public Safety Recruitment	8,894,199	15,085,602	8,226,926	8,038,687	6,656,254	3,369,390	3,369,390	3,369,390	3,369,390	3,369,390	3,369,390	3,369,390	61,593,199
Projects	10,124,436	18,904,948	4,161,434	3,265,853	1,291,338	1,935,346	1,526,427	1,163,512	777,567	1,354,115	2,456,212	3,237,738	40,074,491
Project Operating	0	0	0	227,470	1,167,226	1,201,067	1,226,066	1,256,824	1,448,357	1,320,684	1,358,828	1,387,808	10,594,329
Council Service Level Set-Aside	0	2,500	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,002,500
Lease Payments	1,235,625	1,242,375	1,241,250	0	0	0	0	0	0	0	0	0	2,483,625
Civic Center Debt Service	0	1,951,956	5,055,425	5,055,425	7,510,425	7,512,675	7,509,475	7,512,275	7,510,675	7,509,675	7,509,075	7,513,675	72,150,756
Budget Supplement 1	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL EXPENDITURES	185,537,375	212,606,560	169,581,105	176,921,230	180,838,752	182,306,292	186,736,202	191,184,967	195,159,033	200,807,098	206,334,786	211,635,177	2,114,111,204

**CITY OF SUNNYVALE
1000. GENERAL FUND
LONG TERM FINANCIAL PLAN
JULY 1, 2021 TO JUNE 30, 2031**

	ACTUAL 2019/2020	CURRENT 2020/2021	BUDGET 2021/2022	PLAN 2022/2023	PLAN 2023/2024	PLAN 2024/2025	PLAN 2025/2026	PLAN 2026/2027	PLAN 2027/2028	PLAN 2028/2029	PLAN 2029/2030	PLAN 2030/2031	FY 2020/2021 TO FY 2030/2031 TOTAL
TRANSFERS TO OTHER FUNDS:													
Infrastructure Fund	147,036	23,783,799	570,766	1,175,378	321,164	408,503	707,210	1,692,353	3,222,656	2,931,673	3,203,417	3,376,518	41,393,437
Investment in City Facilities	4,500,000	0	0	0	0	0	0	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000
Capital Projects Fund	1,390,321	2,663,946	75,000	206,018	1,511,507	0	75,000	0	75,000	0	0	0	4,606,471
Youth and Neighborhood Services Fund	796,630	647,673	598,091	663,644	680,033	690,657	710,004	730,551	751,696	773,452	791,577	809,815	7,847,192
Golf and Tennis Fund	2,014,020	1,715,000	1,535,000	1,840,000	2,060,000	0	0	0	0	0	0	0	7,150,000
General Services Fund	619,575	618,182	2,116,699	332,020	245,469	469,489	1,431,581	657,520	207,272	487,490	334,716	502,152	7,402,591
Liability and Property Insurance Fund	1,850,871	2,163,566	2,582,859	2,841,145	2,926,379	3,014,170	3,104,595	3,197,733	3,293,665	3,376,007	3,460,407	3,546,917	33,507,443
Solid Waste Fund	3,057	131,840	13,043	13,434	13,837	14,252	14,680	15,120	15,574	16,522	17,018	17,528	282,848
Wastewater Fund	6,934	16,235	12,137	12,501	12,876	0	0	0	0	0	0	0	53,749
Employee Benefits Fund	1,560,477	2,174,710	29,315,611	31,366,451	33,504,541	34,660,818	35,357,186	36,206,746	37,310,073	37,646,116	38,436,384	39,411,752	355,390,388
TOTAL TRANSFERS TO OTHER FUNDS	12,888,920	33,914,951	36,819,206	38,450,591	41,275,806	39,257,889	41,400,257	44,000,024	46,375,935	46,731,259	47,743,519	49,164,683	465,134,119
TOTAL CURRENT REQUIREMENTS	198,426,295	246,521,511	206,400,310	215,371,821	222,114,558	221,564,181	228,136,459	235,184,991	241,534,969	247,538,358	254,078,305	260,799,860	2,579,245,323
RESERVES:													
DESIGNATED:													
Contingencies (15%)	21,586,943	26,690,636	26,668,278	27,334,985	28,018,360	28,718,819	29,436,789	30,172,709	30,927,027	31,700,202	32,492,708	33,305,025	33,305,025
Capital Improvement Projects	10,731,382	6,056,698	6,177,832	6,091,250	4,747,838	4,842,795	4,939,651	5,038,444	5,139,213	5,241,997	5,346,837	5,453,774	5,453,774
Budget Stabilization Fund	50,673,521	58,844,722	54,761,444	38,620,041	32,962,211	29,786,656	26,451,660	23,016,683	19,596,204	17,922,732	17,824,708	18,495,210	18,495,210
Equipment and Project C/O Reserve	38,842,916	0	0	0	0	0	0	0	0	0	0	0	0
SUB-TOTAL DESIGNATED RESERVES	121,834,762	91,592,056	87,607,554	72,046,276	65,728,409	63,348,270	60,828,100	58,227,836	55,662,443	54,864,932	55,664,253	57,254,008	57,254,008
TOTAL RESERVES	121,834,762	91,592,056	87,607,554	72,046,276	65,728,409	63,348,270	60,828,100	58,227,836	55,662,443	54,864,932	55,664,253	57,254,008	57,254,008
FUND BALANCE, JUNE 30	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Current Resources	197,073,210	216,278,805	202,415,809	199,810,543	215,796,691	219,184,042	225,616,290	232,584,727	238,969,576	246,740,846	254,877,626	262,389,616	
Total Current Requirements	198,426,295	246,521,511	206,400,310	215,371,821	222,114,558	221,564,181	228,136,459	235,184,991	241,534,969	247,538,358	254,078,305	260,799,860	
DIFFERENCE	(1,353,085)	(30,242,706)	(3,984,502)	(15,561,278)	(6,317,867)	(2,380,139)	(2,520,169)	(2,600,264)	(2,565,393)	(797,512)	799,321	1,589,756	
Budget Stabilization Fund - % of Resources	26%	27%	27%	19%	15%	14%	12%	10%	8%	7%	7%	7%	

**CITY OF SUNNYVALE
1000. GENERAL FUND
LONG TERM FINANCIAL PLAN
JULY 1, 2031 TO JUNE 30, 2041**

	PLAN 2031/2032	PLAN 2032/2033	PLAN 2033/2034	PLAN 2034/2035	PLAN 2035/2036	PLAN 2036/2037	PLAN 2037/2038	PLAN 2038/2039	PLAN 2039/2040	PLAN 2040/2041	FY 2031/2032 TO FY 2040/2041 TOTAL	FY 2020/2021 TO FY 2040/2041 TOTAL
RESERVES/FUND BALANCE, JULY 1	57,254,008	57,171,753	58,968,483	61,286,170	63,691,856	65,018,304	73,559,044	84,426,248	94,705,205	100,994,761	57,254,008	121,834,762
CURRENT RESOURCES:												
Property Tax	136,035,165	141,368,539	146,912,527	152,675,482	158,666,089	164,893,380	171,366,745	178,095,947	178,362,485	178,568,414	1,606,944,774	2,813,114,170
Sales Tax	33,581,133	34,458,603	35,224,452	36,009,175	36,933,278	37,757,284	38,731,730	39,597,169	40,614,172	41,523,323	374,430,318	694,054,327
Public Safety Sales Tax	2,058,102	2,088,973	2,120,308	2,152,113	2,184,394	2,217,160	2,250,418	2,284,174	2,318,437	2,353,213	22,027,292	42,933,203
Other Taxes	8,269,711	8,472,143	8,679,673	8,892,433	9,110,559	9,334,190	9,403,508	9,560,753	9,633,581	9,797,008	91,153,559	169,381,449
Transient Occupancy Tax	23,811,331	24,107,501	24,414,123	24,707,869	25,005,049	25,305,701	25,575,794	25,831,552	24,669,206	24,915,898	248,344,024	449,258,356
Utility Users Taxes	10,341,588	10,522,201	10,706,163	10,893,540	11,084,397	11,278,801	11,476,821	11,678,525	11,883,985	11,587,891	111,453,912	213,563,509
Franchises	9,435,376	9,680,789	9,809,753	10,066,489	10,203,429	10,472,077	10,617,492	10,898,677	11,055,618	11,087,811	103,327,511	193,649,497
Rents	12,241,423	12,593,697	12,950,419	13,323,491	13,701,466	14,096,585	14,497,690	14,880,069	15,174,169	15,477,107	138,936,115	234,882,758
Federal, State and Intergovernmental Revenue	1,097,891	1,115,786	1,134,188	1,153,111	1,172,572	1,192,584	1,202,327	1,212,193	1,222,320	1,232,716	11,735,687	53,680,154
Permits and Licenses	2,392,770	2,443,059	2,492,071	2,542,070	2,593,077	2,645,111	2,698,192	2,751,554	2,805,982	2,861,499	26,225,386	49,564,729
Fines and Forfeitures	945,093	963,844	982,972	1,002,486	1,022,393	1,042,701	1,063,109	1,063,949	1,064,806	1,064,806	10,216,158	19,231,920
Service Fees	7,264,089	7,413,564	7,569,475	7,725,664	7,888,536	8,051,750	8,221,903	8,359,763	8,503,844	8,647,392	79,645,980	146,644,318
Interest Income	1,232,128	1,285,458	1,352,310	1,417,296	1,455,162	1,650,511	1,904,541	2,154,913	2,301,162	2,320,550	17,074,031	30,410,458
Interest from Sale of Property	136,344	139,753	143,247	146,828	150,499	154,261	158,118	158,118	162,071	166,024	1,515,261	2,589,117
Inter-Fund Revenues	0	0	0	0	0	0	0	0	0	0	0	20,622,961
Miscellaneous Revenues	169,673	174,492	179,457	184,570	189,836	195,261	195,261	195,261	195,261	195,261	1,874,332	4,923,904
Sale of Property	0	0	0	0	0	0	0	0	0	0	0	9,000,000
Transfer From Gas Tax Fund	1,100,000	1,100,000	0	0	0	0	0	0	0	0	2,200,000	15,100,000
In-Lieu Charges	16,459,849	15,654,167	15,953,770	16,254,331	16,555,409	16,856,518	16,957,132	17,256,086	17,767,514	17,767,514	167,482,292	322,320,385
Transfer From Other Funds	800,708	763,743	659,187	677,857	697,090	716,905	737,318	758,348	759,288	760,261	7,330,707	51,656,689
TOTAL CURRENT RESOURCES	267,372,374	274,346,311	281,284,095	289,824,805	298,613,235	307,860,781	317,058,099	326,737,051	328,493,900	330,326,688	3,021,917,337	5,536,581,906
TOTAL AVAILABLE RESOURCES	324,626,382	331,518,064	340,252,577	351,110,975	362,305,091	372,879,085	390,617,143	411,163,299	423,199,104	431,321,449	3,079,171,345	5,658,416,668
CURRENT REQUIREMENTS:												
Operations - Total Compensation - Safety	78,910,264	82,065,866	85,347,672	88,760,730	92,310,289	96,001,808	99,840,966	103,833,667	107,986,053	112,304,511	947,361,827	1,705,680,323
Operations - Total Compensation - Miscellaneous	74,438,468	76,546,886	79,213,257	81,972,757	84,828,642	87,784,278	90,843,151	94,454,732	98,210,328	102,115,689	870,408,188	1,579,088,505
Operations - Other	48,600,216	50,182,681	51,813,858	53,499,745	55,242,231	57,043,271	58,904,890	60,823,899	62,807,358	64,857,492	563,775,640	1,014,457,291
Equipment	485,755	852,828	578,151	820,682	2,481,738	1,067,405	828,042	1,176,125	1,228,441	856,514	10,375,683	18,907,522
Public Safety Recruitment	4,369,390	4,369,390	4,369,390	4,369,390	4,369,390	4,369,390	4,369,390	4,369,390	4,369,390	4,369,390	43,693,900	105,287,099
Projects	616,574	1,689,306	636,311	1,461,757	2,229,582	1,490,269	917,986	1,206,813	960,088	2,727,015	13,935,702	54,010,193
Project Operating	1,422,644	1,618,360	1,494,977	1,537,517	1,548,354	1,587,813	1,868,267	1,674,743	1,710,258	1,751,786	16,214,720	26,809,049
Council Service Level Set-Aside	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000	2,002,500
Lease Payments	0	0	0	0	0	0	0	0	0	0	0	2,483,625
Civic Center Debt Service	7,513,075	7,512,275	7,511,075	7,509,275	7,511,675	7,512,875	7,512,675	7,510,875	7,512,275	7,511,475	75,117,550	147,268,306
Budget Supplement 1	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL EXPENDITURES	216,456,386	224,937,593	231,064,691	240,031,853	250,621,901	256,957,110	265,185,367	275,150,243	284,884,192	296,593,872	2,541,883,209	4,655,994,413

Revised 6/3/2021

**CITY OF SUNNYVALE
1000. GENERAL FUND
LONG TERM FINANCIAL PLAN
JULY 1, 2031 TO JUNE 30, 2041**

	PLAN	PLAN	PLAN	PLAN	PLAN	PLAN	PLAN	PLAN	PLAN	PLAN	FY 2031/2032 TO FY 2040/2041 TOTAL	FY 2020/2021 TO FY 2040/2041 TOTAL
	2031/2032	2032/2033	2033/2034	2034/2035	2035/2036	2036/2037	2037/2038	2038/2039	2039/2040	2040/2041		
TRANSFERS TO OTHER FUNDS:												
Infrastructure Fund	7,804,625	4,772,819	4,299,378	3,555,279	4,776,444	3,520,198	4,538,797	3,724,985	3,749,017	3,857,092	44,598,634	85,992,071
Investment in City Facilities	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	5,000,000	10,000,000	10,000,000	10,000,000	44,000,000	51,500,000
Capital Projects Fund	0	0	0	0	0	0	0	0	0	0	0	4,606,471
Youth and Neighborhood Services Fund	832,411	852,558	873,271	894,567	916,461	938,972	962,116	985,911	1,010,377	1,035,531	9,302,174	17,149,366
Golf and Tennis Fund	0	0	0	0	0	0	0	0	0	0	0	7,150,000
General Services Fund	495,078	466,640	464,976	1,011,268	428,203	1,138,831	1,138,831	1,138,831	1,138,831	1,138,831	8,560,322	15,962,913
Liability and Property Insurance Fund	3,635,590	3,744,658	3,856,998	3,972,707	4,091,889	4,214,645	4,341,085	4,471,317	4,605,457	4,743,620	41,677,966	75,185,408
Solid Waste Fund	18,054	18,596	19,154	19,728	20,320	20,930	21,558	22,204	22,870	23,556	206,970	489,819
Wastewater Fund	0	0	0	0	0	0	0	0	0	0	0	53,749
Employee Benefits Fund	36,712,486	36,256,717	36,887,940	36,433,717	34,931,569	31,029,353	25,003,142	20,964,602	16,793,599	12,848,825	287,861,949	643,252,337
TOTAL TRANSFERS TO OTHER FUNDS	50,998,243	47,611,988	47,901,717	47,387,265	46,664,886	42,362,930	41,005,529	41,307,851	37,320,151	33,647,456	436,208,015	901,342,134
TOTAL CURRENT REQUIREMENTS	267,454,629	272,549,581	278,966,408	287,419,119	297,286,787	299,320,040	306,190,895	316,458,094	322,204,343	330,241,328	2,978,091,224	5,557,336,547
RESERVES:												
DESIGNATED:												
Contingencies (15%)	34,137,651	34,991,092	35,865,869	36,762,516	37,681,579	38,623,619	39,589,209	40,578,939	41,593,413	42,633,248	42,633,248	42,633,248
Capital Improvement Projects	5,590,118	5,729,871	5,873,118	6,019,946	6,170,444	6,324,705	6,482,823	6,640,941	6,803,011	6,969,035	6,969,035	6,969,035
Budget Stabilization Fund	17,443,984	18,247,520	19,547,183	20,909,394	21,166,280	28,610,721	38,354,216	47,485,325	52,598,337	51,477,838	51,477,838	51,477,838
Equipment and Project C/O Reserve	0	0	0	0	0	0	0	0	0	0	0	0
SUB-TOTAL DESIGNATED RESERVES	57,171,753	58,968,483	61,286,170	63,691,856	65,018,304	73,559,044	84,426,248	94,705,205	100,994,761	101,080,121	101,080,121	101,080,121
TOTAL RESERVES	57,171,753	58,968,483	61,286,170	63,691,856	65,018,304	73,559,044	84,426,248	94,705,205	100,994,761	101,080,121	101,080,121	101,080,121
FUND BALANCE, JUNE 30	0	0	0	0	0	0	0	0	0	0	0	0
Total Current Resources	267,372,374	274,346,311	281,284,095	289,824,805	298,613,235	307,860,781	317,058,099	326,737,051	328,493,900	330,326,688		
Total Current Requirements	267,454,629	272,549,581	278,966,408	287,419,119	297,286,787	299,320,040	306,190,895	316,458,094	322,204,343	330,241,328		
DIFFERENCE	(82,255)	1,796,730	2,317,687	2,405,686	1,326,448	8,540,741	10,867,204	10,278,957	6,289,557	85,360		
Budget Stabilization Fund - % of Resources	7%	7%	7%	7%	7%	9%	12%	15%	16%	16%		

**CITY OF SUNNYVALE
2100. PARK DEDICATION FUND
LONG TERM FINANCIAL PLAN
JULY 1, 2020 TO JUNE 30, 2031**

[illegible]

**CITY OF SUNNYVALE
2100. PARK DEDICATION FUND
LONG TERM FINANCIAL PLAN
JULY 1, 2031 TO JUNE 30, 2041**

[illegible]



City of Sunnyvale

Agenda Item

21-0598

Agenda Date: 6/15/2021

Tentative Council Meeting Agenda Calendar



City of Sunnyvale Tentative Council Meeting Agenda Calendar

Thursday, June 17, 2021 - City Council

Study Session

21-0517 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

21-0090 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

21-0072 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

21-0082 Request to authorize City Manager to execute: (1) The 2021 New Memorandum of Understanding (MOU) between cities of Sunnyvale and Mountain View for SMaRT Station® services and (2) Amendment to 1992 MOU among Sunnyvale, Mountain View and Palo Alto clarifying that MOU term ends December 31, 2021., and find that these actions are within the scope of the 1990 EIR and subsequent addenda.

21-0616 Adopt a Resolution Approving the 2020 Urban Water Management Plan (UWMP) and Adopt a Resolution Approving the Water Shortage Contingency Plan to be Included in the UWMP, and Find that these Actions are Exempt from CEQA.

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 an Ordinance to Amend Certain Sections of Chapter 12.12 of the Sunnyvale Municipal Code (Sewer Use Regulations) and Find that the Action is Categorically Exempt from CEQA Pursuant to Section 15308 of the CEQA

Guidelines

- 21-0343** Redistricting Commission Appointments
- 21-0554** Consider Adoption of Resolution Amending the Employment Agreement between the City of Sunnyvale and City Attorney John A. Nagel and Authorize the Mayor to Execute Salary Amendment by an Amount Authorized by Council

Tuesday, July 13, 2021 - City Council

Public Hearings/General Business

- 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 Reduce the Number of Signatures Required for District Council Candidates Submitting In-Lieu Petitions for City-Paid Publication Costs of City Council Candidate Statements
- 21-0557** Adopt a Resolution Amending the City's Salary Resolution and the Schedule of Pay to Increase Salaries for Pay Plan Category F (Unclassified Department Directors)

Tuesday, July 27, 2021 - City Council

Public Hearings/General Business

- 21-0530** Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing and Adoption of Resolution Approving Issuance of up to \$40 Million in Tax-Exempt Bonds for Mixed-Income Rental Housing Development at 365 Mathilda Ave., Sunnyvale
- 21-0576** Consider a Long-term Legislative Advocacy Position (LAP) Regarding Modernizing the Ralph M. Brown Act as it Pertains to Teleconferencing
- 21-0577** Introduce an Ordinance of the City Council of the City of Sunnyvale to add Chapter 10.62 to Title 10 (Vehicle and Traffic) of the Sunnyvale Municipal Code Relating to Exhibitions and Speed Contests "Sideshows"

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

21-0613 Introduce an Ordinance to Amend Sunnyvale Municipal Code Chapter X.X
(Single Use Plastics)

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)

21-0659 Remove On-Street Parking for the Northbound Direction on Willow Avenue
between Reed Avenue and Aster Avenue and to Install Class IIB Buffered
Bicycle Lane on Both Sides of the Street

21-0661 Adopt a Resolution to Endorse the 2020-2025 Santa Clara County
Community Plan to End Homelessness

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

21-0086 Ordinance Updates for Mandatory Organics Collection Regulation (SB 1383)

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

21-0641 Second Quarter General Plan Initiation Requests

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

Study Session

21-0186 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Discussion of Upcoming Selection of Vice Mayor

21-0606 Discussion of 2022 Council Intergovernmental Assignments

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

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

Thursday, January 13, 2022 - City Council

Public Hearings/General Business

21-0594 7 P.M. SPECIAL COUNCIL MEETING
Joint Meeting with the Redistricting Commission: Review Maps, Then Redistricting Commission Narrows to 3 - 5 Maps

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

Tuesday, February 22, 2022 - City Council

Public Hearings/General Business

21-0595 7 P.M. SPECIAL COUNCIL MEETING
Redistricting Map Adoption or Send Comments Back to the Redistricting
Commission

Date to be Determined - City Council

Public Hearings/General Business

21-0528 Approve to Transfer Five General Fund Owned Parcels to the Housing
Mitigation Fund for the Downtown Specific Plan Area Block 15 Development
for \$13,667,569 and Approve Budget Modification No. 22 in the amount of
\$4,667,569

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

21-0065 Approval of Assessment of Fair Housing Plan



City of Sunnyvale

Agenda Item

21-0599

Agenda Date: 6/15/2021

Board/Commission Meeting Minutes



City of Sunnyvale

Meeting Minutes - Draft Arts Commission

Wednesday, May 19, 2021

6:00 PM

Telepresence Meeting: City Web Stream

**Special Meeting - 6:00 PM | Special Joint Meeting with the Parks and Recreation
Commission - 7 PM**

TELECONFERENCE NOTICE

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 10, 2020, the meeting was conducted telephonically.

6:00 P.M. SPECIAL ARTS COMMISSION MEETING

CALL TO ORDER

Chair Eskridge called the meeting to order at 6:05 p.m. via teleconference.

ROLL CALL

Present: 3 - Chair Dawna Eskridge
Vice Chair Sue Serrone
Commissioner Susannah Vaughan
Absent: 2 - Commissioner Jeremie Gluckman
Commissioner Agnes Veith

Commissioner Gluckman's absence is unexcused.
Commissioner Veith's absence is excused.

Council Liaison Klein (Present)

ORAL COMMUNICATIONS

Chair Eskridge opened oral communications and there was no public testimony, closed oral communications.

PRESENTATIONS

A [21-0550](#) Public Art Project Ranking Results

Trenton Hill, Recreation Services Manager, provided a presentation on the Public

Art Project Ranking Results. The highest ranking item per category are as follows:

Functional art project - permanent artistic benches for City parks and open spaces

Whimsical small-scale projects - small-scale murals throughout the City

Temporary/rotating art projects - placement of identifiable sculptures altered by artists throughout City spaces.

Commissioners inquired and staff responded:

Was there any correlation between the public's and the Commissioner's rankings?

No major disparity between the rankings.

CONSENT CALENDAR

Commissioner Vaughan moved and Commissioner Serrone seconded the motion to approve the consent calendar as presented.

The motion carried by the following vote:

Yes: 3 - Chair Eskridge
Vice Chair Serrone
Commissioner Vaughan

No: 0

Absent: 2 - Commissioner Gluckman
Commissioner Veith

1 [21-0503](#) Approve the Arts Commission Meeting Minutes of April 21, 2021

Approve the Arts Commission Minutes of April 21, 2021 as submitted.

PUBLIC HEARINGS/GENERAL BUSINESS

2 [21-0544](#) Approve Art in Private Development Project - Minkoff Group/100 Altair Way

Trenton Hill, Recreation Services Manager, introduced the Arts in Private Development Project - Minkoff Group/100 Altair Way.

Dan Minkoff, Principal at Minkoff Group, and David Brenner, Artist, provided detailed information regarding the project. Highlights included: bio, art process, previous projects, Growth of Tomorrow rendering and plaque with QR code.

Commissioners inquired and artist responded.

Will the art piece be self-watering? Yes, the hydroponics system will have sensors that track moisture level and will have automated irrigation setup.

Who will be responsible for the maintenance cost? The property owners will be responsible for the maintenance.

Will the art piece have aromatic plants to create a multi-sensory experience? Yes, several of the plants will provide a fragrance. The public are encouraged to touch and smell the plants on the art piece.

Will there be any seating areas near the art piece? Yes, there will be benches placed near the art piece.

Kristin Dance, Recreation Services Coordinator II, and David Minkoff informed the Commission that there will be an interior piece that will be a continuation of the exterior art piece. David Minkoff noted that the interior piece will not be voted on by the Arts Commission.

Commissioner Serrone moved and Commissioner Vaughan seconded the motion to approve the Art in Private Development Project - Minkoff Group/100 Altair Way.

The motion carried by the following vote:

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

Standing item. No study issues approved in previous meeting were proposed.

Adjournment Special Meeting

Chair Eskridge adjourned the meeting at 6:46 p.m.

7 P.M. JOINT ARTS COMMISSION AND PARKS AND RECREATION COMMISSION MEETING

TELECONFERENCE NOTICE

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

CALL TO ORDER

Chair Kenton called the meeting to order at 7:00 p.m. via teleconference.

ROLL CALL

Present: 8 - Chair Dawna Eskridge
Vice Chair Sue Serrone
Commissioner Susannah Vaughan
Ralph Kenton
Prakash Giri
Mike Michitaka
Gregory Dibb
Daniel Bremond
Absent: 2 - Commissioner Jeremie Gluckman
Commissioner Agnes Veith

Commissioner Gluckman's absence is unexcused.
Commissioner Veith's absence is excused.

Council Liaison Klein (Present)
Council Liaison Hendricks (Absent)

PRESENTATIONS

3 [21-0590](#) Boards and Commission Subcommittee Meeting Briefing for
May 5, 2021

Ralph Kenton, Chair of the Parks and Recreation Commission, provided a presentation on the Boards and Commission Subcommittee Meeting for May 5, 2021. Highlights included: purpose of subcommittee, participants, dates, calendar schedule, recommendations and summary of subcommittee meetings.

Commissioners inquired and Chair responded:

Can Commissioners be CC'd on City responses from the Parks and Recreation Commission AP? Yes, staff will CC Commissioners for future correspondence.

Mayor Klein informed the Commission that the City is considering the idea of removing the voter registration requirement for Boards and Commission positions, and simplifying the code of ethics policy.

Damon Sparacino informed the Commission that discussion items are ongoing between Council members and key staff.

ORAL COMMUNICATIONS

Chair Kenton opened oral communications and there was no public testimony, closed oral communications.

PUBLIC HEARINGS/GENERAL BUSINESS

4 [21-0551](#) Review and Approve FY 2021/22 Recommended Budget

Tim Kirby, Director of Finance, provided a presentation on the FY 2021/22 Recommended Budget. Highlights included: budget approval process, key dates, budget supplements 1 & 2, overview of budget, economic context, American Rescue Act funding, investment in public safety operations, cultural inclusion project, operating budget, city-wide budget, city-wide revenue, expenditures, reserves, park dedication fund and general parks project updates.

Commissioners inquired and artist responded.

Do Commission voted items have any impact on the budget? Yes, any item that is voted upon that deals with tax or fees will have an effect on the City and sources of funding.

Does the City have a plan to attract businesses post COVID? Yes, the City employs an Economic Development Manager. Her primary job is to create policies that are responsive and business-friendly.

Chair Kenton opened public comment.

Leesa Riviere, Sunnyvale resident, asked if the City had budget plans for public transportation, such as VTA? Currently not aware of any public transportation budget plans, but the budget will consider all aspects within the City.

Colin Dixon, Sunnyvale resident, asked if the park's usage due to COVID had any affect on the budget? Yes, the transient occupancy tax and sales tax were greatly affected by the pandemic.

Chair Kenton closed public comment.

Yes: 8 - Chair Eskridge
Vice Chair Serrone
Commissioner Vaughan
Kenton
Giri
Michitaka
Dibb
Bremond

No: 0

Absent: 2 - Commissioner Gluckman
Commissioner Veith

NON-AGENDA ITEMS & COMMENTS

-Commissioner Comments

Commissioner Bremond asked if the City had plans to open more swim lanes at the Fremont Swim Complex? Not yet, staff is working with the County to gauge protocols.

Commissioner Vaughan thanks Commissioners, staff and the public for attending the Hands on the Arts Drive-Through event.

Commissioner Kenton informed the Commissioners that he is intending to propose a budget issue on adding additional pickle ball courts and funding restrooms at Las Palmas Park.

-Staff Comments

Trenton Hill and Mayor Klein thanked the Arts Commissioners and City staff for creating a successful Hands on the Arts Drive-Through event.

ADJOURNMENT

Chair Kenton adjourned the meeting at 8:49 p.m.



City of Sunnyvale

Meeting Minutes - Draft

Parks and Recreation Commission

Wednesday, May 19, 2021

7:00 PM

Telepresence Meeting: City Web Stream

Special Joint Meeting with the Arts Commission

TELECONFERENCE NOTICE

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

CALL TO ORDER

Chair Kenton called the meeting to order at 7:00 p.m. via teleconference.

ROLL CALL

Present: 8 - Chair Ralph Kenton
Vice Chair Prakash Giri
Commissioner Daniel Bremond
Commissioner Gregory Dibb
Commissioner Mike Michitaka
Dawna Eskridge
Sue Serrone
Susannah Vaughan

Absent: 2 - Jeremie Gluckman
Agnes Veith

Commissioner Gluckman's absence is unexcused.
Commissioner Veith's absence is excused.

Council Liaison Klein (Present)
Council Liaison Hendricks (Absent)

PRESENTATIONS

[21-0590](#) Boards and Commission Subcommittee Meeting Briefing for
May 5, 2021

Ralph Kenton, Chair of the Parks and Recreation Commission, provided a

presentation on the Boards and Commission Subcommittee Meeting for May 5, 2021. Highlights included: purpose of subcommittee, participants, dates, calendar schedule, recommendations and summary of subcommittee meetings.

Commissioners inquired and Chair responded:

Can Commissioners be CC'd on City responses from the Parks and Recreation Commission AP? Yes, staff will CC Commissioners for future correspondence.

Mayor Klein informed the Commission that the City is considering the idea of removing the voter registration requirement for Boards and Commission positions, and simplifying the code of ethics policy.

Damon Sparacino informed the Commission that discussion items are ongoing between Council members and key staff.

ORAL COMMUNICATIONS

Chair Kenton opened oral communications and there was no public testimony, closed oral communications.

PUBLIC HEARINGS/GENERAL BUSINESS

[21-0551](#) Review and Approve FY 2021/22 Recommended Budget

Tim Kirby, Director of Finance, provided a presentation on the FY 2021/22 Recommended Budget. Highlights included: budget approval process, key dates, budget supplements 1 & 2, overview of budget, economic context, American Rescue Act funding, investment in public safety operations, cultural inclusion project, operating budget, city-wide budget, city-wide revenue, expenditures, reserves, park dedication fund and general parks project updates.

Commissioners inquired and artist responded.

Do Commission voted items have any impact on the budget? Yes, any item that is voted upon that deals with tax or fees will have an effect on the City and sources of funding.

Does the City have a plan to attract businesses post COVID? Yes, the City employs an Economic Development Manager. Her primary job is to create policies that are responsive and business-friendly.

Chair Kenton opened public comment.

Leesa Riviere, Sunnyvale resident, asked if the City had budget plans for public transportation, such as VTA? Currently not aware of any public transportation budget plans, but the budget will consider all aspects within the City.

Colin Dixon, Sunnyvale resident, asked if the park's usage due to COVID had any affect on the budget? Yes, the transient occupancy tax and sales tax were greatly affected by the pandemic.

Chair Kenton closed public comment.

Commissioner Bremond moved and Commissioner Michitaka seconded the motion to approved the budget as provided.

The motion carried by the following vote:

Yes: 8 - Chair Kenton
Vice Chair Giri
Commissioner Bremond
Commissioner Dibb
Commissioner Michitaka
Eskridge
Serrone
Vaughan

No: 0

Absent: 2 - Gluckman
Veith

NON-AGENDA ITEMS & COMMENTS

-Commissioner Comments

Commissioner Bremond asked if the City had plans to open more swim lanes at the Fremont Swim Complex? Not yet, staff is working with the County to gauge protocols.

Commissioner Vaughan thanks Commissioners, staff and the public for attending the Hands on the Arts Drive-Through event.

Commissioner Kenton informed the Commissioners that he is intending to propose a

budget issue on adding additional pickle ball courts and funding restrooms at Las Palmas Park.

-Staff Comments

Trenton Hill and Mayor Klein thanked the Arts Commissioners and City staff for creating a successful Hands on the Arts Drive-Through event.

ADJOURNMENT

Chair Kenton adjourned the meeting at 8:49 p.m.



City of Sunnyvale

Meeting Minutes - Draft

Bicycle and Pedestrian Advisory Commission

Thursday, May 20, 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.

Vice Chair Mehلمان called the meeting to order at 6:33 p.m. via teleconference.

ROLL CALL

Present 7 - Chair Richard Mehlinger
Vice Chair Leia Mehلمان
Commissioner John Cordes
Commissioner Arwen Davé
Commissioner Dan Hafeman
Commissioner Timothy Oey
Commissioner Scott Swail

Dennis Ng, Transportation and Traffic Manager, Lillian Tsang, Principal Transportation Engineer and Nabilah Deen, Transportation Engineer attended via teleconference.

Council Liaison Melton (absent).

ORAL COMMUNICATIONS

Chair Mehlinger opened for Public Comment.

Chair Mehlinger closed for Public Comment.

CONSENT CALENDAR

Chair Mehlinger opened for Public Comment.

Chair Mehlinger closed for Public Comment.

- 1.A** [21-0527](#) Approve the Bicycle and Pedestrian Commission Meeting Minutes of April 15, 2021.

Approve the Bicycle and Pedestrian Commission Meeting Minutes of April 15, 2021 as submitted.

Commissioner Hafeman moved and Vice Chair Mehlman seconded to approve item 1.A.

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

PUBLIC HEARINGS/GENERAL BUSINESS

- 2** [21-0584](#) Review Fiscal Year 21/22 Recommended Budget

Lillian Tsang, Principal Transportation Engineer, made the following comments about the FY 2021/22 Recommended Budget:

- Fiscal year 21/22 Recommended Budget was delivered to City Council on Monday, May 10. The budget workshop was held on May 20
- Annual City Council Public Hearing on the budget will be held on Tuesday, June 8
- Budget adoption scheduled to be on Tuesday, June 15
- Volume one of the Recommended Budget contains the operating budget and Volume two of the Recommended Budget contains the Capital Improvement projects for the City
- Transportation and traffic related projects start on page 61-165

Chair Mehlinger opened for Public Comment.

Chair Mehlinger closed for Public Comment.

Commissioner Oey asked if staff could put together an analysis on what is spent on

Bicycle improvements, Pedestrian improvements and other roadway improvements. Dennis Ng, Transportation and Traffic Manager stated that could be something staff can work on next fiscal year.

Commissioner Cordes asked about page 73 Project 900141- Future Traffic Calming Projects with a listed budget for FY 21/22, however, the project detail sheet on page 160 shows it is unfunded. Ms. Tsang stated that on the top of page 73 it shows unfunded.

Commissioner Hafeman commented and asked about the following:

- City Manager's summary did not mention bicycle improvements or the ATP
- Would like a breakdown of dollar amount spent on bicycle and pedestrian projects
- The estimated budget for Mary Avenue Overcrossing is \$200 million. Is that for the 4 lane option?
- Future years don't show a budget amount. Was everything bundled into 2021? Ms. Tsang stated the amount seen could be allocated into 1 year but could be multi-year projects which would be rolled over to the years that follow until the project is completed.
- What does unfunded mean for a project?
- Is the Homestead Road study completed and ready to implement?

Ms. Tsang addressed his questions.

Commissioner Cordes commented and asked about the following:

- Project 833010 on page 116 - Bicycle and Pedestrian Safety Improvements. Is this a funding source for everything in the ATP and will there be only 1 year of funding for this program? Ms. Tsang stated there is funding for this fiscal year but will need to find grant opportunities for future funding. Most of the \$400,000 will be used as a matching fund for the grants.
- How is it decided what percentage of the TIF funds are allocated toward biking projects? Ms. Tsang stated that in the TIF study that was conducted back in 2007 there is a breakdown on the amount of TIF anticipated to collect and what portion of it will go to bike and pedestrian improvements and individual projects.

Vice Chair Mehlman commented and asked about the following:

- Page 119, project 833790. What is the project cost breakdown? Ms. Tsang stated these are grants that were received to upgrade and install new Rectangular Rapid Flashing Beacons(RRFB) in the City. The budget also includes annual operating costs.

- Pavement standards
- Unfunded projects page/adding a header under status of projects

Chair Mehlinger commented on the following:

- Infrastructure breakdown would be helpful for next FY

Commissioner Oey asked and commented on the following:

- On page 118 - Is a bicycle pavement standard included in the study? Ms. Tsang stated she will have to check with the project manager to see if that is included as part of this project.
- What is the current situation on Bicycle Detection Systems? Mr. Ng stated the it is a constant evolving technology that we are going through so the City is always looking at new technology.
- Page 120 - Pedestrian Bicycle Improvements - Is there a pedestrian scramble being considered at that intersection? Mr. Ng stated it is part of the project.
- Page 150 - Bicycle and Pedestrian Education Encouragement Program - What are the education program plans for the City and how much the Traffic and Transportation Division is involved versus how much Public Safety is involved and how much input can BPAC have in guiding where the program is headed? Ms. Tsang stated they are coordinating with Public Safety and allocating some of the funding to them.

Commissioner Cordes moved and Commissioner Oey seconded to recommend to City Council to include at least \$5 million per year in funding for the next 10 years for implementing improvements as identified in the ATP and Vision Zero Plan, in order to achieve the goals we have set for reducing traffic fatalities.

Commissioner Cordes commented on the following:

- Need to send a consistent clear message to City Council that current funding levels are not acceptable

Commissioner Oey commented on the following:

- Agreed with Commissioner's Cordes comments
- Need to prioritize money to complete ATP improvements and Vision Zero

Vice Chair Mehlman commented on the following:

- Implementation of the ATP and Vision Zero Plan is crucial to achieving our Climate Action Plan

Commissioner Hafeman commented on the following:

- Supports the motion
- A lot more needs to be done on other modes of transportation

Chair Mehlinger commented on the following:

- Supports the motion
- Serious challenge with coming up with \$5 million a year due to budget constraints
- Study issue on shift of funding

Commissioner Oey commented on the following:

- Shift funding from vehicles to bicycles and pedestrian

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

Chair Mehlinger moved and Commissioner Davé seconded to have a rough breakdown of funding for transportation projects, broken down by the categories of pedestrian, bicycle and motor vehicle for the FY 22/23 budget and all budgets going forward.

Chair Mehlinger commented on the following:

- The breakdown will be very helpful to the BPAC and to the City Council in understanding just how and where we are spending our transportation dollars

Commissioner Davé commented on the following:

- Agreed with Chair Mehlinger

Commissioner Cordes commented on the following:

- All City budget formats are basically the same

- Identify recurring expenses

Commissioner Oey commented on the following:

- Supports the motion
- High level, easy way for BPAC to take a perspective on where we are at

Commissioner Hafeman commented on the following:

- Need to breakdown money spent on implementing improvements in the ATP
- Money spent for ATP should be in the next City Manager's summary

FRIENDLY AMENDMENT: Chair Mehlinger amends his motion to define bicycle and pedestrian projects as those called out in either the Active Transportation Plan, Roadway Safety Plan or the Vision Zero Plan. Commissioner Davé accepts the friendly amendment.

Commissioner Davé asked if other cities had a breakdown of their bicycle and pedestrian spending. Commissioner Cordes stated it varies with each city.

The amendment carried the following vote:

Yes 7 - Chair Mehlinger
Vice Chair Mehlman
Commissioner Cordes
Commissioner Davé
Commissioner Hafeman
Commissioner Oey
Commissioner Swail

No 0

- 3** [21-0585](#) 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:

- Recommendation to the VTA Board of Directors to approve the recommended project list for 2016 Measure B Bicycle and Pedestrian Planning Study Competitive Grant Program
- Attachments included showing the five winners

- Recommendation to the VTA Board of Directors to adopt the Bicycle Superhighway Implementation Plan
- Review of the Complete Streets Checklist for the projects submitted for the Quick Strike Program

Chair Mehlinger opened for Public Comment.

Chair Mehlinger closed for Public Comment.

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

4 [21-0596](#) Roll In or Fully Enclosed Bike Parking Ordinance (Potential Study Issue)

Commissioner Oey commented on the following:

- City should encourage "Roll in" behavior because it is very doable in a lot of different businesses
- Related to a prior study issue regarding how we handle micromobility parking and charging
- Ideal to have bike lockers with charging stations
- Other cities have adopted ordinances in this direction

Ms. Tsang commented on the following:

- City of Sunnyvale requires bike storage and parking outside retail and commercial space
- City of Sunnyvale does not regulate the use of interior retail commercial or office space
- Secure parking is required on most office developments for employees

Vice Chair Mehlman commented on the following:

- Bring a bicycle into a building if the building can accommodate
- Parking a bike inside a building would bring separate issues
- Take out the word "Parking" in the Study Issue

Chair Mehlinger stated 4 options pertaining to the Potential Study Issue for BPAC to consider:

1. Accept the study as written
2. Propose minor modifications to the scope of the study issue that could be adoptive at the meeting
3. Ask Commissioner Oey to make changes and bring back a future time

4. Do not accept the Potential Study Issue

Commissioner Hafeman commented on the following:

- Need ordinances to require businesses to provide safe parking for bicycles
- Study Issue should include a study of a more stringent bicycle parking requirement on businesses

Chair Mehlinger commented on the following:

- Study Issue needs more refinement
- Suggests to have Commissioner Oey and 2 other Commissioners to refine it and make it more clear on what the Study Issue is really asking

Commissioner Oey commented on the following:

- Staff should develop an ordinance based on the objective as listed

Chair Cordes commented on the following:

- Be able to bring your bike in while you shop

Commissioner Oey moved and Commissioner Cordes seconded to approve the Roll In or Fully Enclosed Bike Parking Ordinance as a Proposed Study Issue.

Commissioner Oey commented on the following:

- Recognizes there are challenges on how to capture this
- Hoping to make it easier for other people to recognize there are alternatives for them
- Secured bike parking outside a business or roll it inside to keep it securely with them

Commissioner Mehlinger and Commissioner Cordes both support the motion.

The motion carried the following vote:

Yes 6 - Chair Mehlinger
Commissioner Cordes
Commissioner Davé
Commissioner Hafeman
Commissioner Oey
Commissioner Swail

No 0

Abstain 1 - Vice Chair Mehlman

5 [21-0589](#) BPAC 2022 Proposed Study Issues

Chair Mehlinger asked if staff could include the deferred study issues on the list of study issues in the packet currently under this item. Ms. Tsang stated it is included in the Info Only section.

Chair Mehlinger opened for Public Comment.

Chair Mehlinger closed for Public Comment.

Ms. Tsang stated that Commissioner Oey submitted another study issue paper that will be included in next month's agenda.

NON-AGENDA ITEMS & COMMENTS

-Commissioner Comments

Commissioner Oey commented on the following:

- Bike to Wherever Day is here, need to pledge then you will receive a ticket to collect a bag
- Bikesiliconvalley.org/btwd
- Bike to cookie day was well received
- May 21 - receive a bag for riding your bike to an energized station after you pledge

Commissioner Cordes commented on the following:

- June 3 at 12:00 p.m. - Silicon Valley Bicycle Coalition is hosting a free virtual bicycle ride of the Bicycle Superhighway that VTA plans to develop in the 2018 Bicycle Master Plan
- May 25 from 6-7 p.m - Bicycle Coalition is sponsoring a free virtual bicycle 101 class at www.bikesiliconvalley.org/events

Commissioner Mehlinger asked and commented on the following:

- When will the BPAC return to Council Chambers? Mr. Ng stated staff has started discussions but there isn't an exact date that has been identified yet.

Chair Mehlinger introduced Diana Crumedy who is the new Silicon Valley Bicycle Coalition Santa Clara County Advocate taking the place of John Cordes. Diana

gave some background about herself.

Commissioner Mehlinger asked if the City Clerk can give unique file names on the agendas? Ms. Tsang stated they will check with the City Clerk.

Commissioner Mehlinger asked if there are any steps taken to make Borregas safer? Mr. Ng stated when the investigation is over, steps can be taken for improvements.

-Staff Comments

Lillian Tsang, Principal Transportation Engineer, commented on the following:

- Bicycle improvements on Willow Avenue as part of the Lawrence Station Area Sidewalk and Bicycle Facility Project
- May 27 from 6:30-8:00 p.m. - hosting an online public outreach meeting at youtube.com/sunnyvalemeetings

Dennis Ng, Transportation and Traffic Manager, commented on the following:

- City Council voted to fund two Study Issues
 - Pedestrian and Bicycle Facility Installation on Tasman Drive
 - Complete Missing Gaps of Sidewalk on Poplar Avenue

- Next year both Study Issues will be worked on

Commissioner Cordes and Chair Mehlinger requested to have a VTA presentation on the Tasman Complete Streets Study added to a future BPAC agenda.

INFORMATION ONLY REPORTS/ITEMS

[21-0586](#) BPAC 2021 Annual Work Plan

[21-0587](#) Active Items List May 2021

[21-0588](#) 2021 Deferred Study Issues

ADJOURNMENT

Chair Mehlinger adjourned the meeting at 8:34 p.m.



City of Sunnyvale

Meeting Minutes - Draft

Board of Library Trustees

Monday, June 7, 2021

7:00 PM

Teleconference 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 Andrew Ma
Absent: 1 - Board Member Rahul Jain

Council Liaison Cisneros (absent)

PRESENTATION

[21-0611](#) PRESENTATION - Recognition of Service

Chair Lai announced that the Board will hear agenda item Presentation - Recognition of Service later in the meeting.

ORAL COMMUNICATIONS

None.

CONSENT CALENDAR

Vice Chair Wang moved and Board Member Isaak 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 Ma

No: 0

Absent: 1 - Board Member Jain

1.A [21-0610](#) Approve the Board of Library Trustees Meeting Minutes of May 17, 2021

Approve the Board of Library Trustees Minutes of May 17, 2021 as submitted.

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

NON-AGENDA ITEMS & COMMENTS

-Board Member Comments

Board members inquired about the City and Library's ransomware attack backup procedures.

-Staff Comments

Superintendent Steve Sloan spoke about the Library's updated service hours on June 15 and August 1.

[21-0611](#) PRESENTATION - Recognition of Service

Superintendent Steve Sloan thanked outgoing Board Member Lai and reappointed Board Member Wang for their service and commended them for their contributions to the Board of Library Trustees.

ADJOURNMENT

Chair Lai adjourned the meeting at 7:21 p.m.



City of Sunnyvale

Agenda Item

21-0600

Agenda Date: 6/15/2021

Information/Action Items

Information/Action Items - Council Directions to Staff

Date Requested	Directive/Action Required	Dept	Due Date	Completed
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	June 2021	
5/4/21	Add annual update to CAP report to include REACH code exceptions for the year.	CDD	Oct 2021	
5/4/21	Develop RTC to include updating the legislative advocacy position to include support for updates modernizing the Brown Act to facilitate easier meetings for Council, Boards and Commissions, and that include voluntary, not mandated action for Council.	OCM	July 2021	
5/25/21	Identify how other cities identified targets for open space as part of a land use plan.	CDD	July 2021	
6/8/21	Identify opportunities to create public/private partnerships to obtain hot spots for City use.	ITD		
6/8/21	Work with HomeFirst to reach out to the Fair Oaks Unhoused Program participants and determine if any single room occupants agree to have a roommate to add participants to the program without increasing the number of rooms	OCM		

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>

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