



City of Sunnyvale

Notice and Agenda City Council

Tuesday, June 29, 2021

7:00 PM

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

Regular Meeting - 7 PM

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

Because of the COVID-19 emergency and the “shelter in place” orders issued by Santa Clara County and the State of California, this meeting of the Sunnyvale City Council will take place by teleconference, as allowed by Governor Gavin Newsom’s Executive Orders N-29-20 and N-08-21.

- *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)).

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 via teleconference.

ROLL CALL**SPECIAL ORDER OF THE DAY**

A [21-0352](#) Parks and Recreation 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 [21-0556](#) Approve City Council Meeting Minutes of June 8, 2021

Recommendation: Approve the City Council Meeting Minutes of June 8, 2021 as submitted.

1.B [21-0405](#) Approve City Council Meeting Minutes of June 15, 2021

Recommendation: Approve the City Council Meeting Minutes of June 15, 2021 as submitted.

- 1.C [21-0500](#) Approve City Council Meeting Minutes of June 17, 2021
(Redistricting Commission Interviews)

Recommendation: Approve the City Council Meeting Minutes of June 17, 2021 as submitted.

- 1.D [21-0252](#) 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.E [21-0579](#) Receive and File the City of Sunnyvale Investment Report -
First Quarter 2021

Recommendation: Receive and file the City of Sunnyvale - First Quarter 2021
Investment Report.

- 1.F [21-0555](#) Adopt a Resolution Amending the City's Salary Resolution and
Schedule of Pay to Increase Salaries for Pay Plan Category C
(Public Safety Officers' Association) and Pay Plan Category M
(Public Safety Managers' Association) Effective July 11, 2021

Recommendation: Adopt a Resolution Amending the City's Salary Resolution and
the Schedule of Pay to Increase Salaries for Pay Plan
Category C (Public Safety Officers Association) and Pay Plan
Category M (Public Safety Managers Association) Effective
July 11, 2021.

- 1.G [21-0310](#) Award a Contract to Innovative Interfaces, Inc. for
Maintenance, Support and Hosting of Integrated Library
System (ILS) Software and Add-on Modules (F21-055)

Recommendation: Take the following actions:

- Award a four-year contract to Innovative Interfaces, Inc. for maintenance and support of Integrated Library System (ILS) Software in a not-to-exceed contract amount of \$476,625.27;
- Authorize the City Manager to execute the contract when all necessary conditions have been met; and
- Authorize the City Manager to amend this contract to procure additional modules and services and to renew the Contract for up to an additional five (5) years, subject to available budget and if pricing and services remain acceptable to the City.

- 1.H [21-0559](#) Award a Contract to Axon Enterprise, Inc. for a Body-Worn Camera Solution and Tasers for the Department of Public Safety (F21-139)

Recommendation: Take the following actions:

- Award a five-year contract to Axon Enterprise, Inc. for a body-worn camera (BWC) solution, including software, unlimited digital evidence storage, and conducted electrical weapons (CEWs) in a not-to-exceed contract amount of \$1,730,115;
- Authorize the City Manager to execute the contract when all necessary conditions have been met; and
- Authorize the City Manager to amend the contract, subject to available budget and if pricing and services remain acceptable to the City for up to an additional five years.

- 1.I [21-0536](#) Modify a Purchase Agreement with Yamaha Motor Finance Corp USA for Electric Golf Cart Lease for the Sunnyvale and Sunken Gardens Golf Courses (F21-0158)

Recommendation: Authorize the City Manager to amend the existing purchase agreement with Yamaha Motor Finance Corp USA in substantially the same form as Attachment 1 to the report, for lease of electric golf carts, extending the term of the contract until December 31, 2021 or until the carts are returned and increasing the not-to-exceed contract amount by \$43,812.40 for a new not-to-exceed total lease contract amount of \$342,619.22.

- 1.J [21-0679](#) Approve Budget Modification No. 28 in the amount of \$1,868,408 for Emergency Pipeline Repair Work

Recommendation: Approve Budget Modification No. 28 in the amount of \$1,868,408 for Emergency Pipeline Repair Work.

- 1.K [21-0563](#) Approve the Implementation of the Community Rating System 2021 Multi-Jurisdictional Program for Public Information Related to the National Flood Insurance Program

Recommendation: Take the following actions:

- Review the 2021 Santa Clara County Multi-Jurisdictional Program for Public Information; and
- Approve the implementation of the Program for Public Information 5-Year Plan to be part of the City's participation in the Community Rating System (CRS) that provides premium discounts for policies in the National Flood Insurance Program.

PUBLIC HEARINGS/GENERAL BUSINESS

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

- 2 [21-0090](#) 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 California Environmental Quality Act (CEQA) Exemption Pursuant to Public Resource Code Section 21080(b)(8) and CEQA Guidelines Section 15273

Recommendation: Alternatives 1 and 2: Alternative 1) Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080(b)(8) and CEQA Guidelines Section 15273 because it approves rates and charges 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; and (4) obtaining funds for capital projects necessary to maintain current service levels; and Alternative 2) Adopt a resolution increasing water rates by 1.5%, wastewater rates by 4%, and solid waste rates by 4% for FY 2021/22.

- 3 [21-0684](#) Introduce an Ordinance Amending Chapter 19.67 (Below Market Rate Ownership Housing) of the Sunnyvale Municipal Code to Modify the Inclusionary Housing Program

Recommendation: Alternative 1: Introduce an Ordinance to amend Chapter 19.67 ("Below Market Rate Ownership Housing") of Title 19 ("Zoning") of the Sunnyvale Municipal Code to modify Inclusionary Below Market Rate Ownership Housing Requirements (Attachment 3 to the report).

- 4 [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 Environmental Impact Report (EIR) and Subsequent Addenda

Recommendation: Alternative 1: Authorize the City Manager to execute the New Memorandum of Understanding Among the Cities of Mountain View and Sunnyvale Relating to the Operation of a Materials Recovery and Transfer Station in substantially the same form as Attachment 1 of the Report; Alternative 2: Authorize the City Manager to execute the Amendment to the Second Memorandum of Understanding Among the Cities of Mountain View, Palo Alto and Sunnyvale Relating to the Construction and Operation of a Materials Recovery and Transfer Station and the Long Term Disposal of Municipal Solid Waste at Kirby Canyon in substantially the same form as Attachment 2 of the report; and Alternative 3: Find that these actions are within the scope of the 1990 EIR and subsequent addenda and that no further environmental review is required under CEQA Guidelines Section 15162.

- 5 [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 the California Environmental Quality Act (CEQA)

Recommendation: Alternative No 1: Adopt two resolutions approving the 2020 Urban Water Management Plan and the Water Shortage Contingency Plan as presented, and direct staff to forward the Plans to the California State Department of Water Resources, and find that these actions are exempt from CEQA.

- 6 [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

Recommendation: Alternative 1: Adopt the Resolution to approve the final Engineer's Report, to confirm the assessment, and levy and collect an annual assessment for the Downtown Parking Maintenance District for FY 2021/22.

- 7 [21-0696](#) Adoption of Emergency Ordinance of the City of Sunnyvale to Temporarily Suspend Evictions for Nonpayment of Rent by Residential Tenants Impacted by the COVID-19 Emergency Effective From July 1, 2021 Through September 30, 2021

Recommendation: Alternative 1: Adopt an Emergency Ordinance of the City of Sunnyvale to Temporarily Suspend Evictions for Nonpayment of Rent by Residential Tenants Impacted by the COVID-19 Emergency Effective from July 1, 2021 through September 30, 2021.

- 8 [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 the California Environmental Quality Act (CEQA) Pursuant to Section 15308 of the CEQA Guidelines

Recommendation: Alternative 1: Introduce an Ordinance to amend Section 12.12.120 (Local Limits for Wastewater) of Chapter 12.12 (Sewer Use Regulations) of Title 12 (Water and Sewers) of the Sunnyvale Municipal Code, and find that this action is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15308 of the CEQA Guidelines.

- 9 [21-0343](#) Appoint Applicants to the Redistricting Commission

Recommendation: Staff makes no recommendation.

- 10 [21-0554](#) Provide Direction Regarding Amending the Employment Agreement Between the City of Sunnyvale and City Attorney John A. Nagel to Increase the City Attorney Salary and Allow Additional Paid Time Off Cashout

Recommendation: Staff makes no recommendation. This report is developed to facilitate discussion for the public hearing and action by the City Council.

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.

- | | |
|-------------------------|---|
| 21-0593 | Tentative Council Meeting Agenda Calendar |
| 21-0656 | Board/Commission Meeting Minutes |
| 21-0662 | Information/Action Items |
| 21-0664 | Board/Commission Resignation (Information Only) |

ADJOURNMENT

NOTICE TO THE PUBLIC

The agenda reports to council (RTCs) may be viewed on the City's website at sunnyvale.ca.gov after 7 p.m. on Thursdays or in the Office of the City Clerk located at 603 All America Way, prior to Tuesday City Council meetings. Any agenda related writings or documents distributed to members of the City of Sunnyvale City Council regarding any open session item on this agenda will be made available for public inspection in the Office of the City Clerk located at 603

All America Way, during normal business hours and in the Council Chamber on the evening of the Council Meeting, pursuant to Government Code §54957.5. Please contact the Office of the City Clerk at (408) 730-7483 to access City Hall to view these materials and for specific questions regarding the agenda.

PLEASE TAKE NOTICE that if you file a lawsuit challenging any final decision on any public hearing item listed in this agenda, the issues in the lawsuit may be limited to the issues which were raised at the public hearing or presented in writing to the Office of the City Clerk at or before the public hearing. PLEASE TAKE FURTHER NOTICE that Code of Civil Procedure section 1094.6 imposes a 90-day deadline for the filing of any lawsuit challenging final action on an agenda item which is subject to Code of Civil Procedure 1094.5.

Planning a presentation for a City Council meeting?

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

Planning to provide materials to Council?

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

Upcoming Meetings

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



City of Sunnyvale

Agenda Item

21-0352

Agenda Date: 6/29/2021

Parks and Recreation Month



City of Sunnyvale

Agenda Item

21-0556

Agenda Date: 6/29/2021

SUBJECT

Approve City Council Meeting Minutes of June 8, 2021

RECOMMENDATION

Approve the City Council 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)

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

Call to Order

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

Mayor Klein called the meeting to order at 5:30 p.m. via teleconference.

Roll Call

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

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

Public Comment

Public Comment opened at 5:32 p.m.
No speakers.
Public Comment closed at 5:32 p.m.

Convene to Closed Session

A [21-0609](#) 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)

- B** [21-0612](#) Closed Session held pursuant to Paragraph (1) of subdivision (d) of California Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
Name of case: San Francisco Baykeeper v. City of Sunnyvale
U.S. District Court, Northern Dist. of California Civil Case No.: 5:20-cv-00824-EJD

Adjourn Special Meeting

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

7 P.M. COUNCIL MEETING

CALL TO ORDER

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

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

Vice Mayor Hendricks spoke towards the Valley Transportation Authority rail yard shooting and announced that Council will be closing the meeting in memory of the victims.

ROLL CALL

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

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

CLOSED SESSION REPORT

Vice Mayor Hendricks reported that Council met in Closed Session Held Pursuant to California Government Code Section 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); nothing to report.

Vice Mayor Hendricks reported that Council met in Closed Session held pursuant to Paragraph (1) of subdivision (d) of California Government Code Section 54956.9: CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION Name of case: San Francisco Baykeeper v. City of Sunnyvale U.S. District Court, Northern Dist. of California Civil Case No.: 5:20 cv 00824 EJD; nothing to report.

SPECIAL ORDER OF THE DAY

C [21-0118](#) Ceremonial Oath of Office for Board and Commission Members

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

D [21-0351](#) Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ) Pride Month

Mayor Klein read a proclamation in honor of Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ) Pride Month.

Councilmember Cisneros spoke towards the proclamation.

ORAL COMMUNICATIONS

Councilmember Larsson announced details of COVID-19 vaccination availability at the Sunnyvale vaccination center, vaccination availability via Santa Clara County, COVID-19 testing availability at the Sunnyvale Murphy Park Building and testing availability via Santa Clara County.

Leia Mehlman spoke towards Study Issue DPW 21-03.

Ari Feinsmith shared details of an upcoming free bike repair and safety check event

at Walt's Cycle.

Helen Gettinger spoke towards the Fair Oaks Magical Bridge playground project and requested Council consider adding a memorial bench or plaque honoring the passing of Dee.

Leticia inquired on the hotel placement process for the unhoused population.

CONSENT CALENDAR

Kristel Wickham requested agenda item 1.F be pulled from the Consent Calendar.

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

The motion carried with the following vote:

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

No: 0

1.A [21-0526](#) Approve City Council Meeting Minutes of May 20, 2021
(Budget Workshop)

Approve the City Council Meeting Minutes of May 20, 2021 as submitted.

1.B [21-0566](#) Approve City Council Meeting Minutes of May 25, 2021

Approve the City Council Meeting Minutes of May 25, 2021 as submitted.

1.C [21-0250](#) Approve the List(s) of Claims and Bills Approved for Payment
by the City Manager

Approve the list(s) of claims and bills.

1.D [21-0564](#) Award of Contract to Radius Earthworks Inc. in the amount of
\$433,699.56 for the John W. Christian Greenbelt Pathway
Rehabilitation project and Finding of California Environmental

Quality Act (CEQA) Categorical Exemption (PW21-33)

Take the following actions:

1. Make a finding of categorical exemption from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(c);
2. Award a contract in substantially the same form as Attachment 2 to the report in the amount of \$433,699.56 to Radius Earthworks Inc. of San Jose;
3. Authorize the City Manager to execute the contract when all necessary conditions have been met; and
4. Approve a 10% Contingency in the amount of \$43,369.

- 1.E** [21-0247](#) Authorize the Issuance of a Purchase Order to GraniteFuel LLC for a Biogas Dehydration System (F21-004)

Authorize the issuance of a purchase order to GraniteFuel LLC for one (1) Biogas Dehydration System in the amount of \$324,621.79, which includes staff training in the amount of \$5,000.00 and sales tax in an estimated amount of \$26,390.79.

- 1.F** [21-0608](#) Modify a Purchase Agreement with Valley Oil for Unleaded and Diesel Fuel (F21-152)

Public Hearing opened at 7:23 p.m.

Kristel Wickham spoke towards the number of gallons of fuel used by fleet vehicles and shared concerns with the average cost per gallon with the new purchase agreement.

Public Hearing closed at 7:25 p.m.

Finance Director Tim Kirby provided the staff report.

MOTION: Vice Mayor Hendricks moved and Councilmember Larsson seconded the motion to authorize the City Manager to amend the existing Purchase Agreement with Valley Oil for unleaded and diesel fuel, increasing the not-to-exceed amount by \$260,000 for a new total not-to-exceed amount of \$505,000.

The motion carried with the following vote:

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

No: 0

**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 state 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 with the classification 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 as amended 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.

RECONVENE TO CITY COUNCIL MEETING

Mayor Klein reconvened the City Council Meeting at 8:38 p.m.

PUBLIC HEARINGS/GENERAL BUSINESS

- 4 [21-0615](#) Annual Review of Proposed Fees and Charges for Fiscal Year 2021/22

Finance Director Tim Kirby provided the staff report.

Public Hearing opened at 8:39 p.m.

No speakers.

Public Hearing closed at 8:39 p.m.

- 5 [21-0618](#) CONTINUED FROM MAY 25, 2021
Accept the Findings of a Post-Construction Report and to
Retain the Existing Configuration of the Maude Avenue Class II
Bike Lanes between Borregas Avenue and Fair Oaks Avenue

Transportation and Traffic Manager Dennis Ng provided the staff report and presentation.

Public Hearing opened at 8:57 p.m.

Richard Mehlinger, Bicycle and Pedestrian Advisory Commission Chair communicated the Commission's support for the staff recommendation. On his own behalf he shared support for implementing similar projects throughout the City specifically Fair Oaks Avenue and Hollenbeck Avenue.

Ari Feinsmith spoke towards the project and voiced support for Alternative 1.

Public Hearing closed at 9:01 p.m.

MOTION: Councilmember Cisneros moved and Councilmember Melton seconded the motion to approve Alternative 1: Accept the findings of a post-construction report, to retain the existing configuration of the Maude Avenue Class II Bike Lanes between Borregas Avenue and Fair Oaks Avenue and to implement Class IIB Buffered Bike Lanes on Maude Avenue between Borregas Avenue and Fair Oaks

Avenue per the proposed improvements in the Active Transportation Plan as part of the 2022 slurry seal project.

The motion carried with the following vote:

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

No: 0

- 6** [21-0396](#) Authorize the City Manager to Execute an Increase to the Existing Construction Contract Contingency Amount with Robert A. Bothman Construction for Fair Oaks Park Renovation and Enhancement and Magical Bridge Playground, Approve Budget Modification No. 26 in the Amount of \$1,044,500 for the Unhoused Program and additional All-Inclusive Playground Grant funding, Authorize the City Manager to Execute Second Amendment to the Occupancy Agreement with the Travel Inn and the Second Amendment to the HomeFirst Services Agreements, Fair Oaks Park Unhoused Program Update, and Evaluation of Wi-Fi Installation

Public Works Director Chip Taylor provided the staff report and presentation.

Public Hearing opened at 9:47 p.m.

A member of the public spoke towards the Unhoused Program and communicated concerns with the agreement amendment. She requested that the program changes be communicated to the program participants.

Coleen Hausler voiced support for the unhoused program and occupancy agreement.

Public Hearing closed at 9:53 p.m.

MOTION: Vice Mayor Hendricks moved and Councilmember Melton seconded the

motion to approve Alternative 1:

- Approve Budget Modification No. 26 in the amount of \$1,044,500 for the Unhoused Program and additional All-Inclusive Playground Grant funding;
- Authorize the City Manager to execute an increase to the contingency amount for Robert A. Bothman Construction in an amount of \$500,000, increasing the construction contingency from \$1,630,000 to \$2,130,000; and
- Authorize the City Manager to execute a second amendment to the Occupancy Agreement with the Travel Inn and the second amendment to the HomeFirst Services Agreement in substantial form to Attachments 4 and 7 of the staff report.

FRIENDLY AMENDMENT: Councilmember Fong offered a friendly amendment to incorporate into the agreement to direct staff to inquire with HomeFirst, and other partners, whether the single occupancy hotel residents are agreeable to double occupancy hotel rooms. Any vacancies created would be filled/occupied for the remainder of the life of the contract. Vice Mayor Hendricks declined the friendly amendment.

FORMAL AMENDMENT: Councilmember Fong moved and Councilmember Din seconded the motion to direct staff to inquire with HomeFirst, and other partners, whether the single occupancy hotel residents are agreeable to double occupancy hotel rooms. Any vacancies created would be filled/occupied for the remainder of the life of the contract.

FRIENDLY AMENDMENT TO THE FORMAL AMENDMENT: Councilmember Melton offered a friendly amendment to add that the City's unhoused program terminates on August 31, 2021. Councilmember Fong and Councilmember Din accepted the friendly amendment.

FRIENDLY AMENDMENT TO THE FORMAL AMENDMENT: Councilmember Melton offered a friendly amendment to include that the maximum number of authorized rooms will remain at 18. Councilmember Fong and Councilmember Din accepted the friendly amendment.

The formal amendment as amended carried with the following vote:

Yes: 5 - Mayor Klein
Councilmember Melton
Councilmember Fong
Councilmember Cisneros
Councilmember Din

No: 2 - Vice Mayor Hendricks
Councilmember Larsson

The motion as amended carried with the following vote:

Yes: 6 - Mayor Klein
Councilmember Larsson
Councilmember Melton
Councilmember Fong
Councilmember Cisneros
Councilmember Din

No: 1 - Vice Mayor Hendricks

Council took a recess at 10:33 p.m. and reconvened at 10:40 p.m. with all Councilmembers present via teleconference.

7 [21-0630](#) Consider Approval of Draft Substantial Amendment to the 2020 Housing and Urban Development (HUD) Action Plan

Housing Officer Jenny Carloni provided the staff report.

Public Hearing opened at 10:45 p.m.

No speakers.

Public Hearing closed at 10:45 p.m.

MOTION: Councilmember Melton moved and Vice Mayor Hendricks seconded the motion to approve Alternative 1: Approve the substantial amendment to the 2020 Action Plan as shown in Attachment 3 of the staff report.

The motion carried with the following vote:

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

No: 0

-
- 8 [21-0617](#) Proposed Project: Related actions:
- LAKESIDE SPECIFIC PLAN AMENDMENT: Adopt a Resolution to Amend the Lakeside Specific Plan to allow modification of the timing of development for the required hotel.
- SPECIAL DEVELOPMENT PERMIT (SDP): Modify SDP 2015-7576 Condition of Approval GC-11 related to the timing of hotel construction.
- POST ENTITLEMENT DEVELOPMENT AGREEMENT
- Introduce an Ordinance Approving and Adopting a: Post Entitlement Development Agreement between the City of Sunnyvale and Sunnyvale Partners Ltd. including consideration of community benefits
- Location: 1250 Lakeside (APNs: 216-43-037, -038, -039 and -040)
- File #: 2021-7341
- Zoning: Lakeside Specific Plan
- Applicant / Owner: Sunnyvale Partners LTD (owner)
- Environmental Review: Addendum to the Supplemental Environmental Impact Report
- Project Planner: Trudi Ryan, (408) 730-7444, tryan@sunnyvale.ca.gov

Community Development Director Trudi Ryan provided the staff report and presentation.

Public Hearing opened at 11:00 p.m.

Steve Curtin, Wittek Development provided the applicant report and presentation.

Public Hearing closed at 11:06 p.m.

MOTION: Councilmember Melton moved and Councilmember Larsson seconded the motion to approve Alternatives 1 and 2:

1. Acknowledge the Planning Commission's determination required by Resolution No. 371-81 (Attachment 8 to the Report); and
2. Accept the addendum to the previously certified Supplemental Environmental Impact Report pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15164 and adopt a Resolution to amend the Lakeside Specific Plan (Attachment 4 to the Report); Approve a modification to a condition of approval for Special Development Permit 2015-7576 (Attachment 5 to the Report); and

Introduce an Ordinance for a Post Entitlement Development Agreement between the City and Sunnyvale Partners, LTD (Attachment 6 to the Report) including modifications to Ordinance Section 3.2.4 and 3.2.5 (Updated Ordinance-Attachment 6 to the report).

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

The motion carried with the following vote:

Yes: 6 - Mayor Klein
Councilmember Larsson
Councilmember Melton
Councilmember Fong
Councilmember Cisneros
Councilmember Din

No: 1 - Vice Mayor Hendricks

9 [21-0543](#) CONTINUED FROM MAY 25, 2021
Appoint Applicants to the Arts Commission, Bicycle and Pedestrian Advisory Commission, Board of Building Code Appeals, Board of Library Trustees, Heritage Preservation Commission, Housing and Human Services Commission, Parks and Recreation Commission, Planning Commission and Sustainability Commission

City Clerk David Carnahan provided the staff report and presentation.

Public Hearing opened at 11:14 p.m.

No speakers.

Public Hearing closed at 11:14 p.m.

MOTION: Councilmember Melton moved and Councilmember Din seconded the motion to approve Alternative 1: Appoint commissioners to the Board of Building Code Appeals with terms to realign appointments to the requirement of Charter Section 1002; and appoint Sudeshna Pabi to serve a term expiring 6/30/2022 and Yonghong Shen to serve a term expiring 6/30/2025.

The motion carried with the following vote:

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

No: 0

MOTION: Councilmember Melton moved and Mayor Klein seconded the motion to approve Alternative 3: Appoint commissioners to the Parks and Recreation Commission with terms to realign appointments to the requirement of Charter Section 1002; and appoint David Kesting to serve a term expiring 6/30/2025 and Dona Mason to serve a term expiring 6/30/2022.

The motion carried with the following vote:

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

No: 0

MOTION: Councilmember Melton moved and Councilmember Larsson seconded the motion to approve Alternative 5: Appoint commissioners to the Housing and Human Services Commission with terms that realign terms so that no more than two terms expire each year; and appoint Ken Hiremath and Leesa Riviere to serve terms expiring 6/30/2025, Scott Duncan to serve a term expiring 6/30/2024 and Jim Davis to serve a term expiring 6/30/2022.

The motion carried with the following vote:

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

No: 0

COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS

Councilmember Larsson shared information from Silicon Valley Clean Energy including details of a Community Choice Aggregation (CCA) in Southern California that recently filed for bankruptcy.

NON-AGENDA ITEMS & COMMENTS

-Council

Councilmember Melton spoke towards the Lawrence Station Area Plan documents.

-City Manager

City Manager Kent Steffens shared details of the upcoming Valley Water Board of Directors Special Meeting including a discussion topic related to drought restrictions. He also announced that Council will be presented with an Urban Water Management Plan at a future meeting.

INFORMATION ONLY REPORTS/ITEMS

[21-0567](#) Tentative Council Meeting Agenda Calendar
[21-0568](#) Board/Commission Meeting Minutes
[21-0569](#) Information/Action Items

ADJOURNMENT

Mayor Klein closed the meeting in honor of the Valley Transportation Authority rail yard shooting victims.

Vice Mayor Hendricks read the Valley Transportation Authority rail yard shooting victims names: Abdolvahab Alaghmandan, Adrian Balleza, Alex Ward Fritch, Jose

Dejesus Hernandez III, Lars Kepler Lane, Paul Delacruz Megia, Timothy Michael Romo, Michael Joseph Rudometkin, Taptejdeep Singh, and requested a moment of silence.

Mayor Klein adjourned the meeting at 11:27 p.m.



City of Sunnyvale

Agenda Item

21-0405

Agenda Date: 6/29/2021

SUBJECT

Approve City Council Meeting Minutes of June 15, 2021

RECOMMENDATION

Approve the City Council Meeting Minutes of June 15, 2021 as submitted.



City of Sunnyvale

Meeting Minutes - Draft

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)**

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

Call to Order

Pursuant to Section 3 of Executive Order N-29-20 (March 17, 2020) and Section 42 of Executive Order N-08-21 (June 11, 2021), issued by Governor Newsom, the meeting was conducted telephonically.

Mayor Klein called the meeting to order at 6:02 p.m. via teleconference.

Roll Call

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

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

City Attorney John Nagel stated Closed Session Agenda Item A relates to his employment agreement, he recused himself due to this conflict of interest, and left the teleconference meeting at 6:04 p.m.

Public Comment

Public Comment opened at 6:04 p.m.
No speakers

Public Comment closed at 6:04 p.m.

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

Mayor Klein adjourned the meeting at 6:38 p.m.

7 P.M. COUNCIL MEETING

CALL TO ORDER

Pursuant to Section 3 of Executive Order N-29-20 (March 17, 2020) and Section 42 of Executive Order N-08-21 (June 11, 2021), issued by Governor Newsom, the meeting was conducted telephonically.

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

ROLL CALL

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

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

CLOSED SESSION REPORT

Vice Mayor Hendricks reported that Council met in Closed Session Held Pursuant to California Government Code Section 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; nothing to report.

Vice Mayor Hendricks reported that Council met in 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); nothing to report.

SPECIAL ORDER OF THE DAY

C [21-0163](#) Immigrant Heritage Month

Mayor Klein read a proclamation in honor of Immigrant Heritage Month.

Maricela Gutierrez, Executive Director, SIREN spoke towards the proclamation.

ORAL COMMUNICATIONS

Councilmember Fong announced that COVID-19 testing availability at the Sunnyvale Murphy Park Building has ceased due to low demand. He shared details of COVID-19 testing availability via Santa Clara County; COVID-19 vaccination availability at the Sunnyvale vaccination center and vaccination availability via Santa Clara County.

CONSENT CALENDAR

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

The motion carried with the following vote:

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

No: 0

- 1.A** [21-0251](#) Approve the List(s) of Claims and Bills Approved for Payment by the City Manager

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

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

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

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.

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

Pursuant to Section 3 of Executive Order N-29-20 (March 17, 2020) and Section 42 of Executive Order N-08-21 (June 11, 2021), issued by Governor Newsom, the meeting was conducted telephonically.

Authority Chair / Mayor Klein called the joint City Council and Sunnyvale Financing Authority meeting to order at 7:10 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 7:12 p.m.

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

Public Comment closed at 7:13 p.m.

CONSENT CALENDAR

MOTION: Authority Vice Chair Hendricks moved and Authority Member Larsson 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 [21-0601](#) Approve the Joint City Council and Sunnyvale Financing
Authority Meeting Minutes of June 8, 2021

Approve the joint City Council and Sunnyvale Financing Authority meeting minutes of June 8, 2021 as submitted.

PUBLIC HEARINGS/GENERAL BUSINESS

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

Finance Director Tim Kirby, Public Works Director Chip Taylor and Deputy City Manager Jaqui Guzmán provided the staff report.

Public Hearing opened at 8:18 p.m.

No speakers.

Public Hearing closed at 8:18 p.m.

City Council:

MOTION: Councilmember Melton moved and Councilmember Fong seconded the motion to approve Alternative 3: Adopt the resolutions specified in Alternative 1 with amendments to the FY 2021/22 Budget, including the following two items:

A) Moving the Corn Palace Park Development project 834330 forward to FY 2022/23 with a target park opening date of December 31, 2024 or earlier; and
B) The hiring of a term-limited Manager of Equity, Access and Inclusion to expire on June 30, 2023 with the accompanying expenditure increase to be drawn from the appropriate General Fund reserves.

FRIENDLY AMENDMENT: Vice Mayor Hendricks offered a friendly amendment to remove from the motion the budget supplement items and vote on those separately.

Councilmember Melton declined to accept the friendly amendment.

AMENDED MOTION: Councilmember Melton amended the motion to include the deferral of three projects:

- Shift the Park Buildings - Rehabilitation project 818550 out by two years;
- Shift the Downtown Wayfinding and Gateways project 826800 out by two years;
- and
- Move Emergency Generator Installation project 830580 funding from FY 2022/23 and combine it with the funding in FY 2024/25 to create a larger project in FY 2024/25. Councilmember Fong accepted the amended motion.

The motion as amended carried with the following vote:

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

No: 3 - Mayor Klein
Vice Mayor Hendricks
Councilmember Larsson

Financing Authority:

MOTION: Authority Member Melton moved and Authority Vice Chair Hendricks seconded the motion to approve Alternative 2: Adopt the FY 2021/22 Budget Resolution (Sunnyvale Financing Authority) presented as Attachment 4 to the report.

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

ADJOURN SPECIAL MEETING

Authority Chair / Mayor Klein adjourned the joint City Council and Sunnyvale Financing Authority meeting at 9:01 p.m.

RECONVENE TO CITY COUNCIL MEETING

Mayor Klein reconvened the City Council Meeting at 9:01 p.m.

COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS

NON-AGENDA ITEMS & COMMENTS

Councilmember Larsson provided an update regarding various water reduction targets from water providers in the Bay Area and that these providers are coordinating messaging to minimize confusion for customers.

Vice Mayor Hendricks reported Valley Transportation Authority is working towards resuming light rail operations and continues to offer counseling services for its employees and their families following the rail yard shooting. He announced a memorial service is being planned.

-Council

None.

-City Manager

None.

INFORMATION ONLY REPORTS/ITEMS

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

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

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

ADJOURNMENT

Mayor Klein adjourned the meeting at 9:07 p.m.



City of Sunnyvale

Agenda Item

21-0500

Agenda Date: 6/29/2021

SUBJECT

Approve City Council Meeting Minutes of June 17, 2021 (Redistricting Commission Interviews)

RECOMMENDATION

Approve the City Council Meeting Minutes of June 17, 2021 as submitted.



City of Sunnyvale

Meeting Minutes - Draft

City Council

Thursday, June 17, 2021

4:00 PM

Telepresence Meeting: City Web Stream

Special Meeting: Redistricting Commission Interviews - 4 PM

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

Call to Order

Pursuant to Section 3 of Executive Order N-29-20 (March 17, 2020) and Section 42 of Executive Order N-08-21 (June 11, 2021), issued by Governor Newsom, the meeting was conducted telephonically.

Mayor Klein called the meeting to order at 4:00 p.m. via teleconference.

Roll Call

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

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

Study Session

[21-0517](#) Redistricting Commission Interviews

Public Hearing opened at 4:01 p.m.

No speakers

Public Hearing closed at 4:01 p.m.

Council interviewed the following applicants for the Redistricting Commission:

Jessie Salas – District 4

Rita Chiang – District 4

Gail Rubino – District 6

Linda Ralleca – District 4

Lucas Cantin – District 4

Gregory McNutt – District 2

Council took a recess at 5:28 p.m. and reconvened at 5:45 p.m. with all Councilmembers present via teleconference.

Mehmet (Matt) Pamukcu – District 2

Pam Anderson – District 1

Scott Duncan – District 1

Sandy Agbayani – District 1

Christina Dinwoodie – District 1

Alan Herrmann – District 1

Council took a recess at 7:12 p.m. and reconvened at 7:17 p.m. with all Councilmembers present via teleconference.

Frances Stanley-Jones – District 6

Council took a recess at 7:30 p.m. and reconvened at 7:45 p.m. with all Councilmembers present via teleconference

Charles Shoemaker – District 1

Ken Olevson – District 3

Karen Brenchley – District 5

Pauline Brown – District 6

Calvin Cornwell – District 3

Galen Kim Davis – District 3

Henry Alexander III – District 4

Adjourn Special Meeting

Mayor Klein adjourned the meeting at 9:50 p.m.



City of Sunnyvale

Agenda Item

21-0252

Agenda Date: 6/29/2021

REPORT TO COUNCIL

SUBJECT

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

BACKGROUND

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

<u>List No.</u>	<u>Date</u>	<u>Total Disbursements</u>
078	05-30-21 through 06-05-21	\$5,145,437.92
079	06-06-21 through 06-12-21	\$4,702,318.23

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 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 # 078

**List of All Claims and Bills Approved for Payment
For Payments Dated 05/30/2021 through 06/05/2021**

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	XXXXX2295	06/01/2021	Airgas USA LLC	571.51	9976619030		571.51	0.00	\$1,657.33
				577.11	9977360734		577.11	0.00	
				508.71	9978101994		508.71	0.00	
	XXXXX2296	06/01/2021	Amazon Capital Services Inc	294.27	1D6G-W71M-PYPV		294.27	0.00	\$1,052.99
				678.12	1VP6-NP4X-LM7M		678.12	0.00	
				80.60	1VRR-3YY9-TXMX	NEEDS RECIEVING C.Dunklee RECEIVED	80.60	0.00	
	XXXXX2297	06/01/2021	AppleOne Employment Services	1,341.60	01-5907853		1,341.60	0.00	\$1,341.60
	XXXXX2298	06/01/2021	AT&T	723.19	000016422951	Monthly charges for internet bandwidth increase at community center to support distance learning.	723.19	0.00	\$723.19
	XXXXX2299	06/01/2021	Badger Meter Inc	4,746.20	1432280	Apply credit memo 90031287 to this invoice to reduce freight cost. Apply overpayment from invoice #1428026 for \$678.60.	4,746.20	0.00	\$4,085.59

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				-192.42	90031287	Apply this credit memo to inv. 1432280	-192.42	0.00	
				-125.31	90031288	Apply this credit memo to inv. #1418750	-125.31	0.00	
				-342.88	90031289	Apply this credit memo to Inv. #1419079	-342.88	0.00	
	XXXXX2300	06/01/2021	Belkorp AG LLC	1,209.47	698014		1,209.47	0.00	\$2,095.72
				103.11	698838		103.11	0.00	
				415.84	699362		415.84	0.00	
				280.72	701334		280.72	0.00	
				86.58	704423		86.58	0.00	
	XXXXX2301	06/01/2021	Bound Tree Medical LLC	1,349.21	84067206		1,349.21	0.00	\$1,349.21
	XXXXX2302	06/01/2021	Califa Group	5,785.68	4607		5,785.68	0.00	\$5,785.68
	XXXXX2303	06/01/2021	California Department of Justice	366.00	496227	DOJ Livescan	366.00	0.00	\$366.00
	XXXXX2304	06/01/2021	Carollo Engineers	144,997.26	196677		144,997.26	0.00	\$144,997.26
	XXXXX2308	06/01/2021	Cintas Loc #38K	17.08	4080299989		17.08	0.00	\$8,419.36
				17.08	4080300021		17.08	0.00	
				2.82	4080301971		2.82	0.00	
				152.09	4080302001		152.09	0.00	
				162.20	4080302018		162.20	0.00	
				34.34	4080302031		34.34	0.00	
				17.08	4080302055		17.08	0.00	
				20.30	4080302103		20.30	0.00	
				321.34	4080302130		321.34	0.00	
				207.50	4080302156		207.50	0.00	
				168.59	4080302164		168.59	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				9.93	4080302178		9.93	0.00	
				22.56	4080302201		22.56	0.00	
				324.50	4080302202		324.50	0.00	
				83.97	4080302230		83.97	0.00	
				100.14	4080302242		100.14	0.00	
				17.75	4080302267		17.75	0.00	
				17.08	4080906973		17.08	0.00	
				17.08	4080907013		17.08	0.00	
				152.09	4080911317		152.09	0.00	
				2.82	4080911331		2.82	0.00	
				14.49	4080911332		14.49	0.00	
				20.01	4080911390		20.01	0.00	
				31.74	4080911457		31.74	0.00	
				36.47	4080911483		36.47	0.00	
				320.05	4080911486		320.05	0.00	
				162.54	4080911513		162.54	0.00	
				193.06	4080911551		193.06	0.00	
				100.14	4080911559		100.14	0.00	
				83.72	4080911568		83.72	0.00	
				320.45	4080911587		320.45	0.00	
				174.64	4080911599		174.64	0.00	
				9.93	4080911903		9.93	0.00	
				22.56	4080911943		22.56	0.00	
				17.75	4080912002		17.75	0.00	
				17.08	4081577780		17.08	0.00	
				17.08	4081577847		17.08	0.00	
				14.49	4081582856		14.49	0.00	
				2.82	4081582900		2.82	0.00	
				152.09	4081582974		152.09	0.00	
				20.01	4081583030		20.01	0.00	
				171.25	4081583109		171.25	0.00	
				31.74	4081583110		31.74	0.00	
				320.05	4081583244		320.05	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				100.14	4081583363		100.14	0.00	
				193.06	4081583376		193.06	0.00	
				174.64	4081583388		174.64	0.00	
				83.97	4081583461		83.97	0.00	
				9.93	4081583486		9.93	0.00	
				323.33	4081583505		323.33	0.00	
				17.75	4081583651		17.75	0.00	
				22.56	4081583654		22.56	0.00	
				17.08	4082223956		17.08	0.00	
				17.08	4082224002		17.08	0.00	
				14.49	4082229180		14.49	0.00	
				2.82	4082229250		2.82	0.00	
				152.09	4082229267		152.09	0.00	
				20.01	4082229455		20.01	0.00	
				162.54	4082229458		162.54	0.00	
				36.47	4082229505		36.47	0.00	
				320.05	4082229576		320.05	0.00	
				31.74	4082229584		31.74	0.00	
				100.14	4082229697		100.14	0.00	
				174.64	4082229699		174.64	0.00	
				9.93	4082229819		9.93	0.00	
				193.06	4082229856		193.06	0.00	
				323.76	4082229933		323.76	0.00	
				83.72	4082229942		83.72	0.00	
				28.76	4082229999		28.76	0.00	
				17.75	4082230097		17.75	0.00	
				17.08	4082888658		17.08	0.00	
				17.08	4082888778		17.08	0.00	
				14.49	4082894034		14.49	0.00	
				152.09	4082894083		152.09	0.00	
				2.82	4082894140		2.82	0.00	
				20.01	4082894207		20.01	0.00	
				31.74	4082894320		31.74	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				162.54	4082894344		162.54	0.00	
				320.05	4082894397		320.05	0.00	
				100.14	4082894476		100.14	0.00	
				193.95	4082894539		193.95	0.00	
				174.64	4082894540		174.64	0.00	
				9.93	4082894590		9.93	0.00	
				333.55	4082894632		333.55	0.00	
				83.72	4082894693		83.72	0.00	
				13.77	4082894764		13.77	0.00	
				17.75	4082894768		17.75	0.00	
	XXXXX2309	06/01/2021	Cover Specialty Services Inc	1,625.00	2021047		1,625.00	0.00	\$1,625.00
	XXXXX2310	06/01/2021	Cunningham Electric Inc	600.00	9571		600.00	0.00	\$600.00
	XXXXX2311	06/01/2021	Dell Marketing LP	2,958.99	10486976443		2,958.99	0.00	\$2,958.99
	XXXXX2312	06/01/2021	Delta Dental Insurance Co	1,242.48	BE004469846	June 2021 Delta DMO Premium	1,242.48	0.00	\$1,242.48
	XXXXX2313	06/01/2021	Department of Transportation	10,559.66	SL210403	Payment for Signals and Lighting Billing October 2020 through December 2020	10,559.66	0.00	\$10,559.66
	XXXXX2314	06/01/2021	e-Builder Inc	12,845.00	10479		12,845.00	0.00	\$12,845.00
	XXXXX2315	06/01/2021	Fire & Risk Alliance LLC	26,669.85	132-001-56		26,669.85	0.00	\$26,669.85
	XXXXX2316	06/01/2021	FleetPride Inc	38.60	69560287		38.60	0.00	\$1,710.34
				38.96	69608259		38.96	0.00	
				167.55	69614127		167.55	0.00	
				29.53	69758543		29.53	0.00	
				77.11	69998485		77.11	0.00	
				289.27	70020165		289.27	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				296.40	70159813		296.40	0.00	
				333.03	70161066		333.03	0.00	
				15.91	70163095		15.91	0.00	
				423.98	70163398		423.98	0.00	
	XXXXX2317	06/01/2021	Gardenland Power Equipment	6.56	837435		6.56	0.00	\$426.57
				420.01	855580		420.01	0.00	
	XXXXX2318	06/01/2021	Gigantic Idea Studio Inc	10,026.12	INV-3528		10,026.12	0.00	\$10,026.12
	XXXXX2319	06/01/2021	Golden Gate Truck Center	3,828.78	FA005037368 .01		3,828.78	0.00	\$3,841.06
				12.28	FA005040945 .01		12.28	0.00	
	XXXXX2320	06/01/2021	HF&H Consultants LLC	36,654.25	9718205		36,654.25	0.00	\$36,654.25
	XXXXX2321	06/01/2021	Hagensen Pacific Construction Inc	498,973.85	WSHNGTNP OOL#16	PR-15-02	498,973.85	0.00	\$498,973.85
	XXXXX2322	06/01/2021	Humane Society Silicon Valley	12,892.80	125502		12,892.80	0.00	\$12,892.80
	XXXXX2323	06/01/2021	Ice Machine Rentals	150.08	67054		150.08	0.00	\$225.08
				75.00	67417		75.00	0.00	
	XXXXX2324	06/01/2021	Infrastructure Engineering Corp	1,040.00	12941		1,040.00	0.00	\$16,914.90
				3,729.90	13160		3,729.90	0.00	
				4,975.00	13490		4,975.00	0.00	
				7,170.00	13648		7,170.00	0.00	
	XXXXX2326	06/01/2021	Intex Auto Parts	113.56	2-71098-19		113.56	0.00	\$2,170.19
				13.15	2-71140-12		13.15	0.00	
				121.30	2-71717-14		121.30	0.00	
				240.89	2-71798-15		240.89	0.00	
				16.35	2-71830-16		16.35	0.00	
				20.13	2-71853-15		20.13	0.00	
				72.38	2-71954-11		72.38	0.00	
				31.77	2-72169-10		31.77	0.00	
				31.77	2-72170-13		31.77	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				49.04	2-73134-13		49.04	0.00	
				38.06	2-73607-5		38.06	0.00	
				23.98	2-73985-12		23.98	0.00	
				11.99	2-74318-13		11.99	0.00	
				54.45	2-74483-13		54.45	0.00	
				159.59	2-74806-14		159.59	0.00	
				16.35	2-74813-13		16.35	0.00	
				68.89	2-76024-17		68.89	0.00	
				8.46	2-76159-15		8.46	0.00	
				27.80	2-78535-13		27.80	0.00	
				46.33	2-78657-10		46.33	0.00	
				13.69	2-79044-14		13.69	0.00	
				62.73	2-79185-4		62.73	0.00	
				13.69	2-79424-14		13.69	0.00	
				121.71	2-79635-16		121.71	0.00	
				80.58	2-79865-13		80.58	0.00	
				75.69	2-79866-15		75.69	0.00	
				28.45	2-80818-13		28.45	0.00	
				145.59	2-81760-13		145.59	0.00	
				119.09	2-81846-13		119.09	0.00	
				37.06	2-81854-11		37.06	0.00	
				13.69	2-83853-14		13.69	0.00	
				5.23	2-84302-16		5.23	0.00	
				51.42	2-84418-12		51.42	0.00	
				185.30	2-84791-16		185.30	0.00	
				50.03	3-45053-2		50.03	0.00	
	XXXXX2327	06/01/2021	Irvine & Jachens Inc	614.76	3452		614.76	0.00	\$614.76
	XXXXX2328	06/01/2021	ITRON Inc	10,441.20	589999		10,441.20	0.00	\$10,441.20
	XXXXX2329	06/01/2021	Jakes of Sunnyvale	587.51	51921	Food for officers working CR21-3762	587.51	0.00	\$587.51
	XXXXX2330	06/01/2021	Javelco Equipment	38.23	57846		38.23	0.00	\$38.23

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Service Inc						
	XXXXX2331	06/01/2021	KME Fire Apparatus	334.42	ca555481		334.42	0.00	\$334.42
	XXXXX2332	06/01/2021	Municipal Plan Check Services Inc	25,725.00	1173		25,725.00	0.00	\$33,862.50
				8,137.50	1178		8,137.50	0.00	
	XXXXX2333	06/01/2021	Pacific Gas & Electric Co	7,413.38	0008012065-2 0421	1444 Borregas Ave/WPCP Departing Load	7,413.38	0.00	\$7,413.38
	XXXXX2334	06/01/2021	Pan Asian Publications Inc	518.84	U-16752		518.84	0.00	\$518.84
	XXXXX2335	06/01/2021	Pine Cone Lumber Co Inc	495.47	101579		495.47	0.00	\$1,345.64
				850.17	101784		858.05	7.88	
	XXXXX2336	06/01/2021	Reed & Graham Inc	3,085.47	000859	\$162.39 Discount By 6/13/2021	3,247.86	162.39	\$9,978.53
				3,467.58	000984	\$182.50 Discount By 6/14/2021	3,650.08	182.50	
				466.30	001108	\$24.54 Discount By 6/17/2021	490.84	24.54	
				2,959.18	001231	\$155.75 Discount By 6/18/2021	3,114.93	155.75	
	XXXXX2337	06/01/2021	SASE Co Inc	212.73	INV258385		212.73	0.00	\$212.73
	XXXXX2338	06/01/2021	Silicon Valley Polytechnic Institute	300.00	05052021-740	19-11-1170-21 Marc Cohen	300.00	0.00	\$300.00
	XXXXX2340	06/01/2021	The Home Depot Pro	26.49	558478822		26.49	0.00	\$26.49
	XXXXX2341	06/01/2021	Verizon Wireless	799.63	9873757125	270963598-00001 1/21-2/20/2021	799.63	0.00	\$799.63
	XXXXX2342	06/01/2021	Robert A Bothman Inc	787,905.26	FAOKPKPLY GD#07	PR-16-04, PR-18-07	787,905.26	0.00	\$787,905.26
	XXXXX2343	06/01/2021	Ace Fire Equipment & Service Co Inc	106.77	9203495.		106.77	0.00	\$1,296.40
				371.75	9204657		371.75	0.00	
				817.88	9204658		817.88	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXXX2344	06/01/2021	The Arcanum Group	143,052.35	001347		143,052.35	0.00	\$143,052.35
	XXXXXX2345	06/01/2021	WEX Health Inc	1,075.50	0001312417-IN	February 2021	1,075.50	0.00	\$1,075.50
	XXXXXX2346	06/01/2021	Aquadyne Associates	7,868.67	21-025	Payment for purchase of Multi Tracker Hand meter and two probes.	7,868.67	0.00	\$7,868.67
	XXXXXX2347	06/01/2021	APX Inc	119.99	15619BR-IN		119.99	0.00	\$119.99
	XXXXXX2348	06/04/2021	VWR International LLC	84.48	8804626328		84.48	0.00	\$84.48
	XXXXXX2349	06/04/2021	Waukesha Pearce Industries	626.73	1373422		626.73	0.00	\$626.73
	XXXXXX2350	06/04/2021	West Valley Staffing Group	1,578.96	294729	Margaret Netto W/E 5/2/2021	1,578.96	0.00	\$5,263.20
				2,105.28	295259	Margaret Netto W/E 5/9/2021	2,105.28	0.00	
				1,578.96	295626	Margaret Netto W/E 5/16/2021	1,578.96	0.00	
	XXXXXX2351	06/04/2021	Wilsey Ham	2,782.00	23957	On-Call Survey Services March 2021	2,782.00	0.00	\$2,782.00
	XXXXXX2352	06/04/2021	Winsupply of Silicon Valley	420.63	024546 02	\$7.72 Discount By 6/10/21	420.63	0.00	\$5,216.71
				187.24	024721 01	\$3.44 Discount By 6/10/21	187.24	0.00	
				2,327.15	024767 01	\$42.70 Discount By 6/10/21	2,327.15	0.00	
				381.33	024850 01	\$7.00 Discount By 6/10/21	381.33	0.00	
				6.30	024850 03	\$0.12 Discount By 6/10/21	6.42	0.12	
				216.03	024933 01	\$4.04 Discount By 6/10/21	220.07	4.04	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				136.96	024934 01	\$2.56 Discount By 6/10/21	139.52	2.56	
				1,541.07	025016 01	\$28.81 Discount By 6/10/21	1,569.88	28.81	
	XXXXX2353	06/04/2021	Wood Rodgers Inc	29,623.75	146026	Pavement Rehab Svc Thru 4/30/2021	29,623.75	0.00	\$29,623.75
	XXXXX2354	06/04/2021	Zalco Laboratories	375.00	2104179		375.00	0.00	\$375.00
	XXXXX2355	06/04/2021	ECS Imaging Inc	18,900.00	15854		18,900.00	0.00	\$18,900.00
	XXXXX2356	06/04/2021	Macias Gini and OConnell LLP	3,391.00	287075		3,391.00	0.00	\$16,069.60
				3,182.00	287772		3,182.00	0.00	
				9,496.60	SUNNY-123120		9,496.60	0.00	
	XXXXX2357	06/04/2021	Sunnyvale Public Safety Officers Assn	39,420.00	Dental0621	June 2021 COA & PSOA Dental Reimbursement	39,420.00	0.00	\$39,420.00
	XXXXX2358	06/04/2021	Sunnyvale Public Safety Officers Assn	19,980.00	PR202122	PR202122 Assoc Dues	19,980.00	0.00	\$19,980.00
	XXXXX2359	06/04/2021	4Leaf Inc	20,613.19	J3567Y		20,613.19	0.00	\$20,613.19
	XXXXX2361	06/04/2021	Amazon Capital Services Inc	435.60	11K1-XTD6-MM9G		435.60	0.00	\$7,340.13
				12.03	139K-499P-YCVP		12.03	0.00	
				32.90	14WT-TRXQ-QWJ6		32.90	0.00	
				919.89	16LQ-PQH9-FM7F		919.89	0.00	
				2,070.75	17F4-FHTM-Q636		2,070.75	0.00	
				78.30	19CW-3PN6-HNKR		78.30	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				381.49	19JK-3N17-XNKY		381.49	0.00	
				143.46	1CGF-364C-N74H		143.46	0.00	
				76.29	1F9H-W3JR-FKGH		76.29	0.00	
				48.36	1GHX-VK6W-3C7W		48.36	0.00	
				52.90	1GJG-YT7D-9KNR		52.90	0.00	
				108.99	1GVV-WJ1R-MM39		108.99	0.00	
				13.07	1HPM-P1QT-F6GJ		13.07	0.00	
				10.81	1HX3-L6VP-6YDC		10.81	0.00	
				71.61	1JX9-WRW3-MCNF		71.61	0.00	
				74.10	1KPT-MHHW-FWKH		74.10	0.00	
				133.28	1LGG-DTLR-3MLD		133.28	0.00	
				91.55	1LX4-37HG-PNNR		91.55	0.00	
				261.55	1NDH-PLL3-JHDG		261.55	0.00	
				191.09	1PWY-F34G-TLY9		191.09	0.00	
				29.63	1QTF-JYNV-GTRC		29.63	0.00	
				53.35	1RPY-RPTX-CKK6		53.35	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				114.66	1RPY-RPTX-JYYF		114.66	0.00	
				26.05	1RQV-RRKF-XQ7G		26.05	0.00	
				8.68	1T73-KWNM-Y6DG		8.68	0.00	
				1,503.54	1V77-Y1MX-VKTR		1,503.54	0.00	
				226.74	1VDG-69QN-YVX1		226.74	0.00	
				130.74	1X44-CG46-73JG		130.74	0.00	
				10.13	1Y4H-LN7X-M9PP		10.13	0.00	
				28.59	1YYT-DXQ7-469J		28.59	0.00	
	XXXXX2362	06/04/2021	AmfaSoft Corp	600.00	LISAP-02	Training for participant #19-04-501-39. WIOA #5642893	600.00	0.00	\$600.00
	XXXXX2363	06/04/2021	Anderson Brule Architects Inc	131,421.57	20.0401.0-12		131,421.57	0.00	\$131,421.57
	XXXXX2364	06/04/2021	Canon Financial Services Inc	9,299.12	26406659		9,299.12	0.00	\$27,897.36
				9,299.12	26566153		9,299.12	0.00	
				9,299.12	26736108		9,299.12	0.00	
	XXXXX2365	06/04/2021	City & County of San Francisco	7,298.74	SLIN3-002		7,298.74	0.00	\$7,298.74
	XXXXX2366	06/04/2021	Clearwater Hydrology	1,430.00	7408		1,430.00	0.00	\$1,430.00
	XXXXX2367	06/04/2021	FleetPride Inc	61.63	70881273		61.63	0.00	\$180.40
				98.81	72741906		98.81	0.00	
				19.96	73068413		19.96	0.00	
	XXXXX2368	06/04/2021	Golden Gate Truck	5.70	FA005053529		5.70	0.00	\$107.43

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Center		.01				
				2.89	FA005053648 .01		2.89	0.00	
				98.84	FA005054586 .01		98.84	0.00	
	XXXXX2369	06/04/2021	Intex Auto Parts	28.74	2-02849-11		28.74	0.00	\$680.62
				153.92	2-03075-13		153.92	0.00	
				97.45	2-03076-11		97.45	0.00	
				59.62	2-03261-10		59.62	0.00	
				28.45	2-03678-13		28.45	0.00	
				153.25	2-03915-18		153.25	0.00	
				14.72	2-04212-12		14.72	0.00	
				125.85	2-04336-14		125.85	0.00	
				13.08	2-04439-5		13.08	0.00	
				5.54	2-06434-14		5.54	0.00	
	XXXXX2370	06/04/2021	Irvine & Jachens Inc	216.92	3518	#427 Uniform badge w/2 line eagle top in gold color, hd black shield is silver color w/engraved #532 star reads: SENIOR ANIMAL CONTROL OFFICER SUNNYVALE EST.Ca.seal in gold color 1950 PUBLIC SAFETY	216.92	0.00	\$216.92
	XXXXX2371	06/04/2021	Silicon Valley Crane	1,312.60	PRI000002977		1,312.60	0.00	\$1,312.60
	XXXXX2372	06/04/2021	KME Fire Apparatus	187.67	ca555316		187.67	0.00	\$259.57
				71.90	ca555503		71.90	0.00	
	XXXXX2373	06/04/2021	Lawson Products Inc	519.93	9308427700		519.93	0.00	\$1,735.43
				578.53	9308436778		578.53	0.00	

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				636.97	9308457447		636.97	0.00	
	XXXXX2374	06/04/2021	McMaster Carr Supply Co	58.66	58205505		58.66	0.00	\$149.69
				91.03	58378599		91.03	0.00	
	XXXXX2375	06/04/2021	Melrose Metal Products Inc	9,614.89	16622		9,614.89	0.00	\$9,614.89
	XXXXX2376	06/04/2021	MSI Fuel Management Inc	875.00	5194		875.00	0.00	\$875.00
	XXXXX2377	06/04/2021	Myers Tire Supply Co	178.41	51443688		178.41	0.00	\$178.41
	XXXXX2378	06/04/2021	Mythics Inc	929.02	161773		929.02	0.00	\$929.02
	XXXXX2379	06/04/2021	NOVAworks Foundation	81.92	PR202122	PR202122 NOVA Dues	81.92	0.00	\$81.92
	XXXXX2380	06/04/2021	O'Dell Engineering	488.45	3524031		488.45	0.00	\$488.45
	XXXXX2381	06/04/2021	P&R Paper Supply Co Inc	54.45	30373760-00		54.45	0.00	\$2,664.65
				2,610.20	30376531-01		2,610.20	0.00	
	XXXXX2382	06/04/2021	Palo Alto Electric Motor Corp	2,366.51	RI7550		2,366.51	0.00	\$2,366.51
	XXXXX2383	06/04/2021	Peterson	6,917.88	SW24017453 5		6,917.88	0.00	\$6,917.88
	XXXXX2384	06/04/2021	Polydyne Inc	49,123.20	1542710		49,123.20	0.00	\$49,123.20
	XXXXX2385	06/04/2021	Power Plan - OIB	58.24	12573059		58.24	0.00	\$58.24
	XXXXX2386	06/04/2021	QOVO Solutions Inc	243.00	26-3697	June 2021	243.00	0.00	\$243.00
	XXXXX2387	06/04/2021	Raimi + Associates Inc	51,832.60	21-4198		51,832.60	0.00	\$118,787.10
				66,954.50	21-4238		66,954.50	0.00	
	XXXXX2388	06/04/2021	Roger D Higdon	1,358.72	2021- D	Engineering Consulting Svc Apr 2021	1,358.72	0.00	\$1,358.72
	XXXXX2389	06/04/2021	Safety Kleen Systems	314.30	85958974		314.30	0.00	\$314.30

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Inc						
	XXXXX2390	06/04/2021	South Bay Regional Public Safety	425.00	131967INV	R Fernandez Supervisory Course 6/14-25/21	425.00	0.00	\$425.00
	XXXXX2391	06/04/2021	Suburban Propane	100.47	2632831	AC#1644-042648	100.47	0.00	\$100.47
	XXXXX2392	06/04/2021	Sunbelt Rentals Inc	6,930.42	105257226-0010		6,930.42	0.00	\$6,930.42
	XXXXX2393	06/04/2021	Sunnyvale Ford	297.23	186109FOW		297.23	0.00	\$13,067.15
				4.85	186245FOW		4.85	0.00	
				153.68	186306FOW		153.68	0.00	
				10.59	186322FOW		10.59	0.00	
				18.68	186586FOW		18.68	0.00	
				62.44	186599FOW		62.44	0.00	
				253.21	186630FOW		253.21	0.00	
				481.30	186638FOW		481.30	0.00	
				177.26	186673FOW		177.26	0.00	
				8.92	186750FOW		8.92	0.00	
				4,586.82	FOCS822513		4,586.82	0.00	
				4,273.18	FOCS827812		4,273.18	0.00	
				2,738.99	FOCS828024		2,738.99	0.00	
	XXXXX2394	06/04/2021	TJKM	30,613.77	0050981	Sense Of Place April 2021	30,613.77	0.00	\$30,613.77
	XXXXX2395	06/04/2021	Turf & Industrial Equipment Co	912.43	IV38083		912.43	0.00	\$912.43
	XXXXX2396	06/04/2021	United Way Bay Area	149.15	PR202122	PR202122 Contributions	149.15	0.00	\$149.15
	XXXXX2397	06/04/2021	Univar Solutions USA Inc	3,145.38	49138490		3,145.38	0.00	\$16,813.86
				3,483.37	49146259		3,483.37	0.00	
				3,145.59	49160775		3,145.59	0.00	
				3,754.13	49166857		3,754.13	0.00	
				3,285.39	49173303		3,285.39	0.00	
	XXXXX2398	06/04/2021	Valley Oil Co	143.88	491821		143.88	0.00	\$1,223.45

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
WIRE				558.00	539931		558.00	0.00	
				521.57	541921		521.57	0.00	
	XXXXX2723	06/01/2021	Bay Counties SMaRT	1,510,767.08	April 2021	April contract payment by wire transfer on 5/25/2021. Wire date 5/24/21.	1,510,767.08	0.00	\$1,510,767.08
	XXXXX2724	06/01/2021	Carl Warren & Company	25,520.75	2021-0430	Liability Trust Fund Replenishment. Wire date 5/12/21.	25,520.75	0.00	\$102,177.79
				46,948.34	May 2021	Replenish Trust Fund for May 2021. WR date 5/21/2021.	46,948.34	0.00	
				29,708.70	Refund 05/14/21	Pre-funding request for settlement costs of a large claim. Wire Date 5/14/21.	29,708.70	0.00	
	XXXXX2725	06/01/2021	Valley Water	1,108,668.84	TI002480	Valley Water Treated Water Usage, April 2021. WR date 5/21/2021.	1,108,668.84	0.00	\$1,108,668.84
	Grand Total			5,145,437.92			5,146,006.51	568.59	\$5,145,437.92

City of Sunnyvale

LIST # 079

**List of All Claims and Bills Approved for Payment
For Payments Dated 06/06/2021 through 06/12/2021**

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	XXXXX2399	06/08/2021	State Water Resources Control Board	745.00	5/28/21 Cert Applications		745.00	0.00	\$745.00
	XXXXX2400	06/08/2021	Thomas Plumbing Inc	265.00	6596		265.00	0.00	\$860.00
				265.00	6597		265.00	0.00	
				330.00	6609		330.00	0.00	
	XXXXX2401	06/08/2021	Thomson Reuters West	1,917.09	844427563		1,917.09	0.00	\$1,917.09
	XXXXX2402	06/08/2021	TRISTAR Risk Management	849.88	102638	Apr 2021 Claims Admin Fee	849.88	0.00	\$849.88
	XXXXX2403	06/08/2021	Turf & Industrial Equipment Co	-99.69	IV37836	Ref IV37672	-99.69	0.00	\$76.89
				176.58	IV39222		176.58	0.00	
	XXXXX2404	06/08/2021	Turf Star Inc	178.69	7155279-00		178.69	0.00	\$5,412.89
				241.28	7155695-00		241.28	0.00	
				352.81	7162409-00		352.81	0.00	
				1,717.93	7163194-00		1,717.93	0.00	
				1,517.27	7170584-00		1,517.27	0.00	
				1,404.91	7173812-00		1,404.91	0.00	
	XXXXX2405	06/08/2021	United Language Group LLC	1,164.31	158995	May 2021	1,164.31	0.00	\$1,164.31
	XXXXX2406	06/08/2021	Unity Courier Service Inc	878.00	469646	June 2021	878.00	0.00	\$878.00
	XXXXX2407	06/08/2021	University of California Santa Cruz	350.00	58647	19-14-1136-40 Weixing Chen	350.00	0.00	\$5,710.05
				2,252.00	58722	19-14-501-64 Karim	2,252.00	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						Walji			
				600.00	58733	19-14-1136-70 David Castro	600.00	0.00	
				377.50	58751	19-14-501-76 Umesh Gaitonde	377.50	0.00	
				87.00	58790	19-14-501-85 Tamara Mai	87.00	0.00	
				310.00	58794	19-14-501-87 Linda Gorgolinski	310.00	0.00	
				377.50	58800	19-14-1170-92 Aileen Braga	377.50	0.00	
				525.25	58856	19-14-501-108 Wee Chong (Alex) Teo	525.25	0.00	
				257.75	58864	19-14-501-109 Ashia Lance	257.75	0.00	
				573.05	58911	19-14-1170-99 Gisele Darden	573.05	0.00	
	XXXXX2408	06/08/2021	USA Bluebook	444.49	489696		444.49	0.00	\$444.49
	XXXXX2409	06/08/2021	V & A Consulting Engineers	8,218.50	20030		8,218.50	0.00	\$8,218.50
	XXXXX2410	06/08/2021	Valbridge Property Advisors	4,000.00	31082	Invoice needs remit to address	4,000.00	0.00	\$4,000.00
	XXXXX2411	06/08/2021	Valley Concrete	5,952.00	15-5862		5,952.00	0.00	\$5,952.00
	XXXXX2412	06/08/2021	VWR International LLC	346.75	8803617159		346.75	0.00	\$346.75
	XXXXX2413	06/08/2021	Weck Laboratories Inc	435.09	W1E0125		435.09	0.00	\$435.09
	XXXXX2414	06/08/2021	West Coast Rubber & Recycling Inc	240.00	21-759		240.00	0.00	\$240.00
	XXXXX2415	06/08/2021	WMH Corporation	13,765.00	17-BUC-15	Bernardo Undercrossing Thru	13,765.00	0.00	\$13,765.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						5/2/2021			
	XXXXX2416	06/08/2021	Zayo Group LLC	32,752.52	2021060024865	June 2021	32,752.52	0.00	\$32,752.52
	XXXXX2417	06/08/2021	Macias Gini and OConnell LLP	3,392.00	287076		3,392.00	0.00	\$6,784.00
				3,392.00	287087		3,392.00	0.00	
	XXXXX2418	06/08/2021	Brian Wilkes	515.00	May 2021	May 2021 Med Insurance	515.00	0.00	\$515.00
	XXXXX2419	06/08/2021	Net Transcripts Inc	85.60	NT3894		85.60	0.00	\$85.60
	XXXXX2420	06/08/2021	Sustainable Watershed Designs Inc DBA Lotus Water	2,038.50	4141	GSI Feasibility Assessment Thru 4/30/21	2,038.50	0.00	\$2,038.50
	XXXXX2421	06/08/2021	Park Consulting Group Inc	29,240.00	COSUN20205	EnerGov Permitting System Implementation May 2021	29,240.00	0.00	\$29,240.00
	XXXXX2422	06/08/2021	Sunnyvale Public Safety Officers Assn	4,998.00	Disability0621	LTD Reimbursement June 2021	4,998.00	0.00	\$4,998.00
	XXXXX2423	06/08/2021	Frank Fisher	70.01	21-144	Reimbursement to NOVA participant for supportive services:WIOA #5643590	70.01	0.00	\$70.01
	XXXXX2424	06/08/2021	William Vlahov C/O Katherine Vlahov	201.93	127947-27046	Utility credit balance refund	201.93	0.00	\$201.93
	XXXXX2425	06/08/2021	MARIA T. JERONIMO SANCHEZ	127.39	176449-57986	Utility credit balance refund	127.39	0.00	\$127.39
	XXXXX2426	06/08/2021	AAA Speedy Smog Test Only Station	40.00	031817		40.00	0.00	\$40.00
	XXXXX2427	06/08/2021	Academy of Truck Driving Inc	4,542.30	2014	Training invoice for #19-03-201-07 WIOA #5642363	4,542.30	0.00	\$4,542.30
	XXXXX2428	06/08/2021	Air Cooled Engines Inc	110.43	84560		110.43	0.00	\$110.43

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX2429	06/08/2021	All Star Glass	691.25	ISJ073550		691.25	0.00	\$691.25
	XXXXX2430	06/08/2021	Altaware Inc	2,445.00	11382		2,445.00	0.00	\$2,445.00
	XXXXX2431	06/08/2021	Always Under Pressure	30.59	93763		30.59	0.00	\$30.59
	XXXXX2432	06/08/2021	Amazon Capital Services Inc	548.96	143L-WCMG-796W		548.96	0.00	\$2,476.60
				75.20	147C-YWGD-JYR3		75.20	0.00	
				165.65	169H-W43N-H3XQ		165.65	0.00	
				58.14	16C1-GMRW-MKV9		58.14	0.00	
				114.06	19RN-GL61-PFVP		114.06	0.00	
				25.82	1CQ3-6JQV-W1XM		25.82	0.00	
				26.15	1GXD-D9DY-PYQF		26.15	0.00	
				229.97	1HKG-KTMH-DFNK		229.97	0.00	
				881.12	1JTD-P34P-JLQJ	DOES NOT EQUAL Note to Nancy: The total tax is pro-rated by the system per line item. As long as the total amount is the same as it is in the invoice, it is correct and okay to pay.- Chato 6/8/21	881.12	0.00	
				88.94	1JVV-14VD-QDGH		88.94	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				9.80	1L7D-KQJ7-Q6FR		9.80	0.00	
				10.89	1L7D-KQJ7-TQ6H		10.89	0.00	
				81.75	1MTL-WXWJ-4HV1		81.75	0.00	
				10.89	1NCJ-166R-T9XM		10.89	0.00	
				10.89	1NCJ-166R-W7FP		10.89	0.00	
				32.69	1XFM-WCMJ-11FJ		32.69	0.00	
				75.20	1Y4N-K1H1-9DGX		75.20	0.00	
				30.48	1YWF-GPH6-1N9K		30.48	0.00	
	XXXXX2433	06/08/2021	AppleOne Employment Services	804.96	01-5778559		804.96	0.00	\$804.96
	XXXXX2434	06/08/2021	AT&T	25,544.75	000016464626	C4-Leg=12-10-TS-01C3-A-12-10-TS-01C3-B-12-10-TS-01C3-F-12-10-TS-01	25,544.75	0.00	\$25,544.75
	XXXXX2435	06/08/2021	Belkorp AG LLC	598.05	704422		598.05	0.00	\$598.05
	XXXXX2436	06/08/2021	Bentley Systems Incorporated	3,751.50	90059299		3,751.50	0.00	\$9,273.00
				2,593.50	90059452		2,593.50	0.00	
				2,928.00	90059931		2,928.00	0.00	
	XXXXX2437	06/08/2021	BMI	1,306.80	39262606	Payment for music licensing, 4/1/20 - 3/31/21 = \$1306.80, 4/1/21 - 3/31/22 = \$1322.10, Total = \$2628.90. Inv 39724741	1,306.80	0.00	\$2,628.90

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				1,322.10	39724741	Payment for music licensing	1,322.10	0.00	
	XXXXX2438	06/08/2021	Buckles-Smith Electric Co	1,414.62	3227832-00		1,428.91	14.29	\$12,781.27
				3,778.20	3229585-00		3,778.20	0.00	
				154.08	3232650-00		154.08	0.00	
				7,434.37	3236698-00		7,434.37	0.00	
	XXXXX2439	06/08/2021	Burtons Fire Inc	92.76	S50760		92.76	0.00	\$2,676.14
				375.04	S51888		375.04	0.00	
				683.18	S51963		683.18	0.00	
				330.12	S52025		330.12	0.00	
				277.09	S52250		277.09	0.00	
				109.37	S52266		109.37	0.00	
				387.26	S52281		387.26	0.00	
				210.66	S52670		210.66	0.00	
				210.66	S52730		210.66	0.00	
	XXXXX2440	06/08/2021	C Overaa & Co	142,893.00	210168		142,893.00	0.00	\$142,893.00
	XXXXX2441	06/08/2021	California Municipal Utilities Assn	5,595.00	20-0202	Water Utility Association Membership Dues FY 2021-2022	5,595.00	0.00	\$5,595.00
	XXXXX2442	06/08/2021	Caltest Analytical Laboratory	261.00	619808		261.00	0.00	\$261.00
	XXXXX2443	06/08/2021	Cintas Loc #38K	109.97	4058011568	Apply credit memo 9126746896 to this invoice. Invoice was partially paid on 11/11/2020.	109.97	0.00	\$219.94
				109.97	4058634703	Apply credit memo 9126746896 to this invoice.	109.97	0.00	
	XXXXX2444	06/08/2021	City of San Jose	272.35	0003	Payment for period April 2021	272.35	0.00	\$272.35

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX2445	06/08/2021	Coast Counties Peterbilt	67.78	01126358P		67.78	0.00	\$914.49
				134.27	01126962P		134.27	0.00	
				712.44	0134605S		712.44	0.00	
	XXXXX2446	06/08/2021	Downey Brand LLP	3,776.50	556558		3,776.50	0.00	\$78,679.88
				19,978.00	558428		19,978.00	0.00	
				10,879.00	559087		10,879.00	0.00	
				44,046.38	560240		44,046.38	0.00	
	XXXXX2447	06/08/2021	Drake Controls-West LLC	667.83	FI0001857		667.83	0.00	\$667.83
	XXXXX2448	06/08/2021	Earth Share of California	39.34	PR202122	PR202122 -- Earth Share CA	39.34	0.00	\$39.34
	XXXXX2449	06/08/2021	ePact Network Ltd	4,630.00	INV-1936	Electronic emergency card management system for paperless collection of emergency information for Rec Services	4,630.00	0.00	\$4,630.00
	XXXXX2450	06/08/2021	FedEx	23.74	940301448178		23.74	0.00	\$23.74
	XXXXX2451	06/08/2021	Frank A Olsen Co Inc	1,819.81	246502		1,819.81	0.00	\$2,930.85
				1,111.04	246503		1,111.04	0.00	
	XXXXX2452	06/08/2021	Gardenland Power Equipment	238.11	853725		238.11	0.00	\$2,462.04
				2,223.93	858041		2,223.93	0.00	
	XXXXX2453	06/08/2021	GCS Environmental Equipment Services Inc	154.13	23152		154.13	0.00	\$154.13
	XXXXX2454	06/08/2021	Global Access Inc	236.00	17959		236.00	0.00	\$236.00
	XXXXX2455	06/08/2021	The Goodyear Tire & Rubber Co	1,048.20	189-1106057		1,048.20	0.00	\$2,269.57
				1,221.37	189-1106582		1,221.37	0.00	
	XXXXX2456	06/08/2021	Grainger	115.57	9903621663		115.57	0.00	\$2,744.61
				1,218.90	9915411285		1,218.90	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				1,220.14	9915411293		1,220.14	0.00	
				190.00	9916010391		190.00	0.00	
	XXXXX2457	06/08/2021	Graniterock Co	3,722.10	1297247		3,722.10	0.00	\$7,561.48
				2,305.21	1297353		2,305.21	0.00	
				1,534.17	1305365		1,534.17	0.00	
	XXXXX2458	06/08/2021	Hach Co Inc	738.20	12446466		738.20	0.00	\$738.20
	XXXXX2459	06/08/2021	Hinderliter de Llamas & Assoc	11,395.36	SIN005245	Services in connection with City of Sunnyvale Sales Tax services	11,395.36	0.00	\$11,395.36
	XXXXX2460	06/08/2021	Imperial Sprinkler Supply	-372.06	4334594-00	Original Invoice #4304066-00 paid on 9/10/20 Ck#xxx7722	-372.06	0.00	\$257.16
				178.23	4565992-00	BL010618 expired 03/28/21; currently waiting for renewal to be approved in Finance. Per Finance's direction, Non-PO Payment Request form is being submitted.	178.23	0.00	
				39.23	4590319-00		39.23	0.00	
				92.28	4610523-00		92.28	0.00	
				150.43	4622063-00.	BL010618 expired 03/28/21; currently waiting for renewal to be approved in Finance. Per Finance's direction, Non-PO Payment Request form is being submitted.	150.43	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				169.05	4628079-00		169.05	0.00	
	XXXXX2461	06/08/2021	International Contact Inc	120.00	I-04765	Original Invoice Date 5/31/20	120.00	0.00	\$120.00
	XXXXX2462	06/08/2021	Intex Auto Parts	24.20	2-16341-15		24.20	0.00	\$175.86
				151.66	2-76359-13		151.66	0.00	
	XXXXX2463	06/08/2021	Johnson Roberts & Assoc Inc	17.50	144576		17.50	0.00	\$17.50
	XXXXX2464	06/08/2021	Keller Supply Company	193.95	S015540732.001		193.95	0.00	\$193.95
	XXXXX2465	06/08/2021	Kelly Moore Paint Co Inc	60.59	820-00000435510		60.59	0.00	\$60.59
	XXXXX2466	06/08/2021	KMVT Community Television	5,833.34	7622	March 2021	5,833.34	0.00	\$11,666.68
				5,833.34	7628	April 2021	5,833.34	0.00	
	XXXXX2467	06/08/2021	Law Enforcement Psychological Serv Inc	2,800.00	1384		2,800.00	0.00	\$2,800.00
	XXXXX2468	06/08/2021	LC Action Police Supply	2,789.31	424499		2,789.31	0.00	\$9,045.76
				250.70	424960		250.70	0.00	
				882.90	424961		882.90	0.00	
				882.90	424962		882.90	0.00	
				882.90	424966		882.90	0.00	
				882.90	424970		882.90	0.00	
				1,674.02	424978		1,674.02	0.00	
				43.59	425014		43.59	0.00	
				21.80	425015		21.80	0.00	
				33.60	425016		33.60	0.00	
				141.65	425017		141.65	0.00	
				19.99	425018		19.99	0.00	
				217.95	425375		217.95	0.00	
				321.55	425838		321.55	0.00	
	XXXXX2469	06/08/2021	Lehr Auto Electric	109.69	SI58635		109.69	0.00	\$109.69
	XXXXX2470	06/08/2021	Level 3 Communications LLC	7,156.50	230189707		7,156.50	0.00	\$11,915.47
				4,758.97	230204771		4,758.97	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX2471	06/08/2021	Lighting Analysts Inc	630.40	Quote ID 18032	AGi32 & Photometric Toolbox 6/30/21-6/30/22	630.40	0.00	\$630.40
	XXXXX2472	06/08/2021	Mahan and Sons Inc	1,060.00	1841	May 2021	1,060.00	0.00	\$1,060.00
	XXXXX2473	06/08/2021	Mallory Safety & Supply LLC	757.99	5044549		757.99	0.00	\$3,583.33
				850.20	5048255		850.20	0.00	
				179.52	5063503		179.52	0.00	
				1,795.62	5063997		1,795.62	0.00	
	XXXXX2474	06/08/2021	McNabb Construction Inc	3,521.00	WPCP-27		3,521.00	0.00	\$3,521.00
	XXXXX2475	06/08/2021	Mission Valley Ford Truck Sales Inc	67.68	755512		67.68	0.00	\$67.68
	XXXXX2476	06/08/2021	Monterey Mechanical Co	48,793.51	301903-03		48,793.51	0.00	\$48,793.51
	XXXXX2477	06/08/2021	MSI Fuel Management Inc	5,085.00	5219	FuelMaster 7/1/21-6/30/22	5,085.00	0.00	\$5,085.00
	XXXXX2478	06/08/2021	MTS Training Academy	498.00	3743-B	19-17-1170-05 Nico Bonds	498.00	0.00	\$498.00
	XXXXX2479	06/08/2021	Municipal Maintenance Equipment Inc	1,623.47	0157994-IN		1,623.47	0.00	\$16,317.13
				1,485.92	0158712-IN		1,485.92	0.00	
				13,207.74	0158918-IN		13,207.74	0.00	
	XXXXX2480	06/08/2021	Municipal Plan Check Services Inc	8,137.50	1180	Plan Checking Svc May 2021	8,137.50	0.00	\$8,137.50
	XXXXX2481	06/08/2021	NAPA Auto Parts	49.89	5983--646340		49.89	0.00	\$89.30
				7.06	5983-651348		7.06	0.00	
				32.35	5983-653556		32.35	0.00	
	XXXXX2482	06/08/2021	National CineMedia LLC	1,183.04	INV-203608		1,183.04	0.00	\$2,366.08
				1,183.04	INV-203755		1,183.04	0.00	
	XXXXX2483	06/08/2021	Occupational Training Institute	808.31	WIA-1512	19-05-501-07 Timothy Ryan	808.31	0.00	\$808.31
	XXXXX2484	06/08/2021	Occupational Training Institute	419.53	WIA-1505	19-05-501-01 Le Nguyen	419.53	0.00	\$1,561.27

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				289.29	WIA-1510	19-05-501-04 Matthew Christie	289.29	0.00	
				852.45	WIA-1513	19-05-1170-05 Mary Whalen	852.45	0.00	
	XXXXX2485	06/08/2021	Office Depot Inc	2,170.55	18473752	Billing ID35702910	2,170.55	0.00	\$2,170.55
	XXXXX2486	06/08/2021	P&R Paper Supply Co Inc	1,233.40	30375335-01		1,233.40	0.00	\$1,675.50
				225.24	30376531-00	-\$60.87 On Cr Memo 30377030-00 Applied	225.24	0.00	
				216.86	30377740-00		216.86	0.00	
	XXXXX2487	06/08/2021	Peninsula Battery Inc	183.90	136072		183.90	0.00	\$183.90
	XXXXX2488	06/08/2021	Pine Cone Lumber Co Inc	48.38	100306		48.38	0.00	\$236.08
				187.70	101756		187.70	0.00	
	XXXXX2489	06/08/2021	Power Plan - OIB	1,400.00	1066864		1,400.00	0.00	\$1,400.00
	XXXXX2490	06/08/2021	Preferred Benefit Insurance Admin Inc	68,573.60	EIA39961	April 2021 Delta Dental & VSP Vision Premiums	68,573.60	0.00	\$68,573.60
	XXXXX2491	06/08/2021	R & B Co	2,031.83	O004065		2,031.83	0.00	\$17,534.67
				6,025.52	O125876		6,025.52	0.00	
				101.41	O126994		101.41	0.00	
				894.24	O185868		894.24	0.00	
				2,812.20	O186517		2,812.20	0.00	
				857.74	O223807		857.74	0.00	
				477.43	O233382		477.43	0.00	
				162.93	O249429		162.93	0.00	
				59.89	O268601		59.89	0.00	
				1,578.32	O283656		1,578.32	0.00	
				1,578.32	O283979		1,578.32	0.00	
				954.84	PO06773		954.84	0.00	
	XXXXX2492	06/08/2021	R E P Nut N Bolt Guy	816.22	33118		816.22	0.00	\$816.22

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXXX2493	06/08/2021	Rayvern Lighting Supply Co Inc	694.80	67155-0		694.80	0.00	\$694.80
	XXXXXX2494	06/08/2021	Safeway Inc	308.65	00430829-052621		308.65	0.00	\$349.74
				17.87	00722417-053121		17.87	0.00	
				23.22	00809603-051921		23.22	0.00	
	XXXXXX2495	06/08/2021	County of Santa Clara	1,905.00	H7553742100	CR20-7462	1,905.00	0.00	\$5,489.00
				1,905.00	H7664244800	CR20-9344	1,905.00	0.00	
				1,679.00	H7749073800	CR21-859	1,679.00	0.00	
	XXXXXX2496	06/08/2021	SFO Reprographics	130.80	70263		130.80	0.00	\$485.43
				22.18	70310		22.18	0.00	
				32.70	70338		32.70	0.00	
				299.75	70346		299.75	0.00	
	XXXXXX2497	06/08/2021	Shred-It USA LLC	85.58	8182041576	17104641 4/26/21 Svc	85.58	0.00	\$85.58
	XXXXXX2498	06/08/2021	Sierra Pacific Turf Supply Inc	3,664.09	0597838-IN		3,664.09	0.00	\$3,993.64
				329.55	0598201-IN		329.55	0.00	
	XXXXXX2499	06/08/2021	California Newspapers Partnership	532.00	0006568018		532.00	0.00	\$532.00
	XXXXXX2500	06/08/2021	Silicon Valley Ergonomics LLC	225.00	SVL1014		225.00	0.00	\$225.00
	XXXXXX2501	06/08/2021	Silver & Wright LLP	2,280.75	27975		2,280.75	0.00	\$2,280.75
	XXXXXX2502	06/08/2021	Sloan Sakai Yeung & Wong LLP	7,857.00	46187		7,857.00	0.00	\$7,857.00
	XXXXXX2503	06/08/2021	Solarwinds Worldwide LLC	1,560.00	IN523686		1,560.00	0.00	\$1,560.00
	XXXXXX2504	06/08/2021	Sprint	150.00	LCI-345016	Case #2020-214789	150.00	0.00	\$150.00
	XXXXXX2505	06/08/2021	Stevens Creek Chevrolet	238.34	123074		238.34	0.00	\$555.65
				41.60	123277		41.60	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				13.22	123317		13.22	0.00	
				262.49	123465		262.49	0.00	
	XXXXX2506	06/08/2021	Sunbelt Rentals Inc	5,602.02	112801010-0001		5,602.02	0.00	\$5,602.02
	XXXXX2507	06/08/2021	Sunnyvale Ford	593.92	188294FOW		593.92	0.00	\$593.92
	XXXXX2508	06/08/2021	Sunnyvale Towing Inc	61.00	321128		61.00	0.00	\$264.00
				45.00	321151		45.00	0.00	
				79.00	321156		79.00	0.00	
				79.00	321157		79.00	0.00	
	XXXXX2509	06/08/2021	Superior Press	109.74	4343806		109.74	0.00	\$109.74
	XXXXX2510	06/08/2021	T-Mobile USA Inc	75.00	9446625281		75.00	0.00	\$225.00
				75.00	9447059928		75.00	0.00	
				75.00	9447059929		75.00	0.00	
	XXXXX2511	06/08/2021	Tap Master Inc	796.00	0521-86		796.00	0.00	\$796.00
	XXXXX2512	06/08/2021	TaylorMade Golf Co	222.60	34994471		222.60	0.00	\$222.60
	XXXXX2513	06/08/2021	TEC Accutite	540.00	201202		540.00	0.00	\$3,928.52
				1,013.52	201972		1,013.52	0.00	
				2,375.00	202045		2,375.00	0.00	
	XXXXX2514	06/10/2021	Hybrid Commercial Printing Inc	86.11	27256	DPS Business Cards	86.11	0.00	\$86.11
	XXXXX2515	06/10/2021	SHI International Corp	118.98	B13256738		118.98	0.00	\$220.11
				53.54	B13462075		53.54	0.00	
				47.59	B13530406		47.59	0.00	
	XXXXX2516	06/10/2021	SiteOne Landscape Supply LLC	1,421.07	110033599-001	Landscape Supplies	1,421.07	0.00	\$1,421.07
	XXXXX2517	06/10/2021	Srixon Golf	196.20	6434597 SO		196.20	0.00	\$196.20
	XXXXX2518	06/10/2021	Sunnyvale Community Services	19,581.37	2021-835230 #4	Ag#2021-835230 Apr 2021 Reimbursement	19,581.37	0.00	\$19,581.37

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX2519	06/10/2021	Target Specialty Products Inc	339.75	INVP500388519		339.75	0.00	\$339.75
	XXXXX2520	06/10/2021	Tint of Class	275.00	21517	Fire Station #2 Svc Call	275.00	0.00	\$275.00
	XXXXX2521	06/10/2021	TJKM	690.00	0050842	Homestead Bike & Ped Mar 2021	690.00	0.00	\$690.00
	XXXXX2522	06/10/2021	Toro NSN	395.84	195925535		395.84	0.00	\$395.84
	XXXXX2523	06/10/2021	TRISTAR Risk Management	14,686.84	112935	Workers Comp May 2021	14,686.84	0.00	\$14,686.84
	XXXXX2524	06/10/2021	University of California Santa Cruz	3,303.00	59083	19-14-501-171 Andrew Nelson	3,303.00	0.00	\$3,303.00
	XXXXX2525	06/10/2021	Verde Design Inc	15,348.01	40-1713500	Fair Oaks Park Renovation 4/26-5/25/21	15,348.01	0.00	\$15,348.01
	XXXXX2526	06/10/2021	Water One Industries Inc	1,300.00	147320	May 2021 Water Treatment	1,300.00	0.00	\$1,300.00
	XXXXX2527	06/10/2021	WHCI Plumbing Supply	91.61	S2632999.001	Supplies	91.61	0.00	\$91.61
	XXXXX2528	06/10/2021	Wilsey Ham	1,391.00	23849	On Call Survey Svc Jan 2021	1,391.00	0.00	\$4,280.00
				2,889.00	24035	On Call Survey Svc Apr 2021	2,889.00	0.00	
	XXXXX2529	06/10/2021	HomeFirst Services of Santa Clara County	34,416.75	HF-APR21-5030	Case management services as related to the Fair Oak Park Unhoused Motel Project	34,416.75	0.00	\$77,028.22
				42,611.47	HF-MAR21-5030	Case management services as related to the Fair Oak Park Unhoused Motel Project	42,611.47	0.00	
	XXXXX2530	06/10/2021	Net Transcripts Inc	492.75	NT4169	5/27/21 Transcription	492.75	0.00	\$492.75

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						Svc			
	XXXXX2531	06/10/2021	Abode Services	60,013.26	TBRA 2019/20/21-4	Payment for Tenant-Based Rental Assistance Program for April 2021	60,013.26	0.00	\$60,013.26
	XXXXX2532	06/10/2021	Always Under Pressure	245.81	93987		245.81	0.00	\$245.81
	XXXXX2533	06/10/2021	Amazon Capital Services Inc	75.20	147C-YWGD-JYND		75.20	0.00	\$847.87
				75.20	147C-YWGD-JYP9		75.20	0.00	
				75.20	147C-YWGD-JYQ6		75.20	0.00	
				75.20	147C-YWGD-JYTY		75.20	0.00	
				22.86	147D-7QMC-N73C		22.86	0.00	
				10.89	1JVV-14VD-XY14		10.89	0.00	
				196.12	1NCD-3GMH-FVMT		196.12	0.00	
				10.89	1QDX-7K4P-WVYL		10.89	0.00	
				43.00	1WHT-V9HX-4L16		43.00	0.00	
				29.43	1WMH-HTYY-RHX6		29.43	0.00	
				233.88	1WRL-7W4T-FVGN		233.88	0.00	
	XXXXX2534	06/10/2021	Baker & Taylor	75.51	5016935128		75.51	0.00	\$1,847.49
				44.93	5016935361		44.93	0.00	
				29.41	5016936024		29.41	0.00	
				172.95	5016936026		172.95	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				47.88	5016949780		47.88	0.00	
				18.55	5016949782		18.55	0.00	
				774.22	5016949784		774.22	0.00	
				45.93	5016949786		45.93	0.00	
				10.77	5016950058		10.77	0.00	
				136.86	5016950060		136.86	0.00	
				223.47	5016963061		223.47	0.00	
				55.33	5016963063		55.33	0.00	
				211.68	5016963065		211.68	0.00	
	XXXXX2535	06/10/2021	Banner Bank	26,788.10	WASHNGTN POOL#16	PR-15-02	26,788.10	0.00	\$26,788.10
	XXXXX2536	06/10/2021	Belkorp AG LLC	117.56	713991		117.56	0.00	\$117.56
	XXXXX2537	06/10/2021	Bentley Systems Incorporated	2,104.50	90059605		2,104.50	0.00	\$4,209.00
				2,104.50	90059774		2,104.50	0.00	
	XXXXX2538	06/10/2021	Vivian Liu	239.83	190159-17414	Utility credit balance refund	239.83	0.00	\$239.83
	XXXXX2539	06/10/2021	Kun Zhang & Hankai Liu	329.69	193025-12604	Utility credit balance refund	329.69	0.00	\$329.69
	XXXXX2540	06/10/2021	C Overaa & Co	298,224.65	PRMRYTRT MT2#45	UY-16/01-20	298,224.65	0.00	\$298,224.65
	XXXXX2541	06/10/2021	California Building Officials	435.00	14266	Training course payment of Carol Lau and Jason Au	435.00	0.00	\$435.00
	XXXXX2542	06/10/2021	Can-Am Technologies Inc	139.60	2021-01		139.60	0.00	\$4,776.01
				4,636.41	2021-20	Teller Hardware	4,636.41	0.00	
	XXXXX2543	06/10/2021	Carbonic Service Inc	255.18	353649		255.18	0.00	\$255.18
	XXXXX2544	06/10/2021	Century Graphics	473.30	54643		473.30	0.00	\$473.30
	XXXXX2545	06/10/2021	Cintas Loc #38K	564.70	4071049386	Apply Credit Memo 9133446013 to this invoice.	564.70	0.00	\$564.70

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX2546	06/10/2021	Columbia Electric Inc	5,802.52	HNDY&SNNY 17#06	TR-17-02	5,802.52	0.00	\$5,802.52
	XXXXX2547	06/10/2021	Concentra	225.00	70384355		225.00	0.00	\$1,061.00
				781.50	71331062		781.50	0.00	
				54.50	71334034		54.50	0.00	
	XXXXX2548	06/10/2021	Craig Sherod Photography	1,929.30	210203		1,929.30	0.00	\$1,929.30
	XXXXX2549	06/10/2021	Delia and Associates	2,200.00	05292021-A		2,200.00	0.00	\$3,500.00
				1,300.00	052921-B	Training Services	1,300.00	0.00	
	XXXXX2550	06/10/2021	Digital Assurance Certification LLC	2,500.00	53732	Professional services rendered for digital certification	2,500.00	0.00	\$2,500.00
	XXXXX2551	06/10/2021	DLT Solutions	1,288.00	SI503939.		1,288.00	0.00	\$1,288.00
	XXXXX2552	06/10/2021	F&M Bank	16,222.35	PRMRYTRT MT2#45	UY-16/01-20	16,222.35	0.00	\$16,222.35
	XXXXX2553	06/10/2021	The Goodyear Tire & Rubber Co	324.52	189-1106059	Suggest Nancy to check remit to name setup with purchasing	324.52	0.00	\$324.52
	XXXXX2554	06/10/2021	Heritage Bank of Commerce	26,342.36	FOAOHBRID GE#10	TR-13/01-16	26,342.36	0.00	\$26,342.36
	XXXXX2555	06/10/2021	Hinderliter de Llamas & Assoc	15,895.26	SIN006669		15,895.26	0.00	\$15,895.26
	XXXXX2556	06/10/2021	ImageTrend Inc	7,500.00	124658		7,500.00	0.00	\$7,500.00
	XXXXX2557	06/10/2021	Imperial Sprinkler Supply	84.40	4562873-00	BL010618 expired 03/28/21; currently waiting for renewal to be approved in Finance. Per Finance's direction, Non-PO Payment Request form is	84.40	0.00	\$84.40

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						being submitted.			
	XXXXX2558	06/10/2021	Interiors & Textiles Corp	125.00	1273		125.00	0.00	\$125.00
	XXXXX2559	06/10/2021	Intex Auto Parts	75.43	2-92370-13		75.43	0.00	\$75.43
	XXXXX2560	06/10/2021	J Flores Remodeling Inc	6,290.00	960-1	Home Access Grant Program - Project at 960 S. Wolfe Rd. for Jose and Raquel Robles	6,290.00	0.00	\$6,290.00
	XXXXX2561	06/10/2021	Joseph J Albanese Inc	490,504.90	FOAOHBRIDGE#10	TR-13/01-06	490,504.90	0.00	\$490,504.90
	XXXXX2562	06/10/2021	Kimley Horn & Assoc Inc	18,271.00	097318031-0421	Wolfe & Dartshire Svc Thru 4/30/2021	18,271.00	0.00	\$18,271.00
	XXXXX2563	06/10/2021	L N Curtis & Sons Inc	397.85	INV439385		397.85	0.00	\$734.66
				336.81	INV449377		336.81	0.00	
	XXXXX2564	06/10/2021	Lehr Auto Electric	1,135.24	SI57536		1,135.24	0.00	\$1,966.08
				71.50	SI60064		71.50	0.00	
				499.38	SI60185		499.38	0.00	
				259.96	SI60194		259.96	0.00	
	XXXXX2565	06/10/2021	Myers Tire Supply Co	231.99	51424098		231.99	0.00	\$231.99
	XXXXX2566	06/10/2021	NAPA Auto Parts	8.65	5983-646312		8.65	0.00	\$1,218.70
				8.65	5983-646315		8.65	0.00	
				88.70	5983-647159		88.70	0.00	
				75.85	5983-648255		75.85	0.00	
				22.79	5983-648425		22.79	0.00	
				73.55	5983-648587		73.55	0.00	
				12.40	5983-648724		12.40	0.00	
				101.92	5983-649421		101.92	0.00	
				15.60	5983-650007		15.60	0.00	
				9.74	5983-650230		9.74	0.00	
				140.10	5983-650460		140.10	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				226.18	5983-650787		226.18	0.00	
				29.43	5983-650788		29.43	0.00	
				78.52	5983-651210		78.52	0.00	
				81.92	5983-651604		81.92	0.00	
				47.39	5983-652166		47.39	0.00	
				18.16	5983-652655		18.16	0.00	
				101.92	5983-652868		101.92	0.00	
				19.62	5983-652869		19.62	0.00	
				17.42	5983-653208		17.42	0.00	
				19.12	5983-653342		19.12	0.00	
				2.50	5983-653378		2.50	0.00	
				18.57	5983-653677		18.57	0.00	
	XXXXX2567	06/10/2021	Office Depot Inc	41.33	171407539001	Candi Latini 5/3/2021	41.33	0.00	\$170.01
				58.17	174289634001	Priscilla Luckey 5/24/2021	58.17	0.00	
				70.51	175691577001	Waiting for Sales Tax Feature	70.51	0.00	
	XXXXX2568	06/10/2021	Owen Equipment Sales	370,599.06	00051951		370,599.06	0.00	\$370,599.06
	XXXXX2570	06/10/2021	Pacific Crest Landscape and Maintenance	833.33	42759	June 2021 Landscaping Svc	833.33	0.00	\$833.33
	XXXXX2571	06/10/2021	Pacific Gas & Electric Co	3,180.57	0395847945-7 0521	121 W Evelyn Ave-Multimodal	3,180.57	0.00	\$39,588.96
				12,245.53	3272592818-1 0421	Parks & Fields	12,245.53	0.00	
				627.68	5689257244-9 0421	Landscape H2O	627.68	0.00	
				23,535.18	6022590556-5 0421	H2O Supply	23,535.18	0.00	
	XXXXX2572	06/10/2021	Pacific West Security Inc	176.00	48166	Golf Shop Jun 2021	176.00	0.00	\$381.00
				205.00	48379	CNC June 2021	205.00	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX2573	06/10/2021	Redgwick Construction Co	10,165.00	HmstdRd@HmstdHigh#01	TR-18-06	10,165.00	0.00	\$10,165.00
	XXXXX2574	06/10/2021	Reed & Graham Inc	3,863.44	001480	\$203.34 Discount By 6/20/21	4,066.78	203.34	\$6,709.54
				2,000.13	001864	\$105.27 Discount By 6/27/21 Net Due \$2,000.13	2,000.13	0.00	
				845.97	002272	\$44.53 Discount By 7/2/21	890.50	44.53	
	XXXXX2575	06/10/2021	Regional Government Services Authority	1,300.00	12062	April 2021 Svc	1,300.00	0.00	\$1,300.00
	XXXXX2576	06/10/2021	Ross Recreation Equipment Co Inc	873.50	I18942	Vortex Placement Kit	873.50	0.00	\$873.50
	XXXXX2577	06/10/2021	San Jose Conservation Corps	8,750.00	7542	Glass Collection Svc May 2021	8,750.00	0.00	\$8,750.00
	XXXXX2578	06/10/2021	Security Alert Systems of California Inc	291.75	177006	5/25/21 Svc	291.75	0.00	\$291.75
	XXXXX2579	06/10/2021	SFO Reprographics	479.60	70354		479.60	0.00	\$711.77
				52.32	70361		52.32	0.00	
				179.85	70381		179.85	0.00	
EFT	XXXXX2961	06/10/2021	Daniel Luna	132.00	EXP000017207732	Misc..Reimbursement for Daniel Luna for certification renewals	132.00	0.00	\$132.00
	XXXXX2962	06/10/2021	Stephanie Huang	294.24	EXP000016382539	Travel Rocklin 052421	294.24	0.00	\$294.24
	XXXXX2963	06/10/2021	Gerardo L Medina	51.23	EXP000017084116	Misc In-N-Out Burger 06-3-21	51.23	0.00	\$51.23
	XXXXX2964	06/10/2021	Matthew A Dupuis	220.00	EXP000017001205	Misc Boot Reimbursement 052321	220.00	0.00	\$220.00
	XXXXX2965	06/10/2021	Vincent Anthony Anderson	450.00	EXP000017086751	Tuition Reimbursement Introduction to Fire and Life Safety in the	450.00	0.00	\$450.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						Workplace FY20/21			
	XXXXX2966	06/10/2021	Maria L Rodriguez	275.00	EXP0015181111	PCard MRodriguezApril21	275.00	0.00	\$275.00
	XXXXX2967	06/10/2021	Christopher Tula Jueseekul	425.00	EXP000016436462	Travel Milpitas 052421	425.00	0.00	\$425.00
	XXXXX2968	06/10/2021	Isaac Jarvis Kirkpatrick	586.34	EXP000017010143	Tuition reimbursement 2020/21 Crop production	586.34	0.00	\$586.34
	XXXXX2969	06/10/2021	Bailey Anne Hall	895.00	EXP000016330549	Tuition Reimbursement CA Environmental Leadership FY20/21	895.00	0.00	\$895.00
	XXXXX2970	06/10/2021	Leanora B Velasco	235.47	EXP000016330003	Tuition Reimbursement Environment and Human Health FY20/21	235.47	0.00	\$235.47
WIRE	XXXXX2891	06/08/2021	Keenan & Associates	57,279.71	5/31/2021	Trust Reimb 5/16-31/21 Wire Date 6/2/2021	57,279.71	0.00	\$57,279.71
	XXXXX2958	06/10/2021	County of San Mateo	12,667.00	Refund 80511-F121-D123	Refund of final unused SMC Strategic Planning Grant Funds Contract #80511-F21-D123 Wire Date: 6/3/21	12,667.00	0.00	\$30,621.52
				17,954.52	Refund 80511-F21-D124	Refund of final unused Holiday Work Experience Grant Funds Contract #80511-F21-D124 Wire Date: 6/3/21	17,954.52	0.00	
	XXXXX2959	06/10/2021	Keenan & Associates	550,000.00	Special	Wire for Keenan &	550,000.00	0.00	\$550,000.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					Funding M. Gay	Associates - Special Funding for M. Gay (SNVO-549893 & SNVO -549786) Wire Date: 6/1/2021			
	XXXXX2960	06/10/2021	Public Employees Retirement System	1,764,874.98	100000016434057	Medical Premiums for 6/2021 Wire Date: 6/7/21	1,764,874.98	0.00	\$1,764,874.98
Grand Total				4,702,318.23			4,702,580.39	262.16	\$4,702,318.23



City of Sunnyvale

Agenda Item

21-0579

Agenda Date: 6/29/2021

REPORT TO COUNCIL

SUBJECT

Receive and File the City of Sunnyvale Investment Report - First Quarter 2021

REPORT IN BRIEF

In accordance with California Government Code Section 53646, staff is submitting the attached investment report for Council's review. The report includes all investments held by the City of Sunnyvale. Funds not immediately needed for disbursement and held in investments are managed by Chandler Asset Management.

Funds for the City's Deferred Compensation Plan, the City's Retirement Plan, the City's Pension Trust, Other Post-Employment Benefits (OPEB) Trust, and any proceeds from debt issuance are not included in this report. These funds are managed and held by third party administrators and trustee custodial banks.

EXISTING POLICY

California Government Code Section 53600 et seq., strictly governs which investments public agencies can hold. In some cases, state law also governs what percentage of the portfolio can be invested in certain security types, maximum maturities, and minimum credit ratings by the major rating agencies (Standard & Poor's and Moody's Investors Service). Public agencies can only invest in fixed income securities. The purchase of stock is prohibited. Therefore, the City primarily invests in highly rated securities such as U.S. Treasury, federal agencies, and government sponsored enterprise debt as well as high credit quality, non-governmental debt securities.

The California Government Code also requires investment objectives of safety, liquidity, and return in that order. As such, safety of principal is the foremost objective of the City's investment program. The portfolio must remain sufficiently liquid to enable the City to meet all cash requirements.

The City Council first adopted a policy (7.1.2 Investment and Cash Management) governing the investment of City funds on July 30, 1985. This policy is reviewed and adopted annually. Council adopted an updated policy for FY 2020/21 at its October 6, 2020 meeting. The City's investment policy follows the Government Code and includes additional restrictions on some investments such as a lower allowable percentage per investment type or issuer than state law.

ENVIRONMENTAL REVIEW

This action does not require environmental review because it is not a project that has the potential for causing a significant impact on the environment. (CEQA Guideline 15061(b)(3). Furthermore, the action being considered does not constitute a “project” with the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378 (b) (4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

DISCUSSION

This report provides information on the values (par, book and market), the type of investment, issuer, maturity date and yield of each investment. The par value of a bond is the amount that the issuer agrees to repay the City by the maturity date. The book value is what the City initially paid for the bond and it changes gradually if a premium or discount is amortized. The market value is what the bond is worth now.

The City’s funds continue to be actively managed in the City’s portfolio of investment securities with maturities ranging between 0 and 7 years. In the past several months, the City’s investment program has focused on ensuring the City has sufficient cash in light of economic uncertainty as a result of COVID-19. The City’s main investment portfolio of securities continues to target a duration of 2.40 years and had a duration position of 2.33 years as of quarter end. The portfolio of securities totaled \$641,571,862.

Additional liquid funds needed to meet cash needs (liquid investments) are also held in Local Agency Investment Fund (totaling \$64,264,558). LAIF is a program created by statute as an investment alternative for California’s local governments and special districts.

Summary and detailed information on each security is provided. Also included is an activity report of sales, purchases and maturities for the three-month accounting period as required by Government Code section 53607. Total investments (portfolio of securities and LAIF) had a value of \$705,836,420 as of March 31, 2021. This amount does not include \$2,474,188 of accrued interest, which has been earned but not yet received. The portfolio’s average yield to maturity (the income expected to be earned over the next twelve months if the portfolio holdings do not change) was 1.77% as of March 31. The value of the portfolio is impacted by market forces in the bond market such as the movement of interest rates, credit quality, fiscal policy, and economic growth. It is also affected by property tax revenues, development related activity such as park impact fees, housing impact fees, developer contributions, building and planning fees, utility enterprise fund revenues and other City financial activities.

For longer than fourteen months, COVID-19, a worldwide health crisis, continued to affect economies locally and globally. However as of mid-June, all restrictions have been lifted and the state’s tier structure has been removed. Although local businesses are reopening and the local economy has started to show signs of improvements even before the full opening, there is still a long road ahead for the City revenue collections to reach to pre-pandemic levels. Consequently, General Fund revenues associated with sales and use tax and transient occupancy tax continued to remain lower in comparison to last fiscal year to date. As the real estate market and construction activities remained strong, construction tax, real property transfer taxes were less affected.

The investment portfolio manager remained focused on maintaining increased liquidity in the portfolio to meet the City operational and capital needs for the next twelve months while following the long-term duration investment strategy. Staff continued to assess and monitor cashflow needs regularly and communicate actively with the portfolio manager to ensure the maintenance of sufficient cash balances to meet operational, capital projects, and unforeseen fiscal needs.

Update and Outlook

Accommodative monetary policy, robust fiscal spending, and continued progress on vaccine distribution should provide meaningful tailwinds for the economy in the coming quarters. The vaccine rollout has been faster than expected. Restaurant and bar sales accelerated and travel-related spending has started to rebound as the economy reopens. Despite significant progress on the vaccine rollout in the US, and largely better than expected economic data and corporate earnings, the Biden administration continues to push forward with large-scale fiscal spending proposals. President Biden recently proposed plans for more than \$4 trillion in new fiscal spending, which would be in addition to the roughly \$5.5 trillion in pandemic-related fiscal spending that has already been approved since early last year. It is expected that some version of an infrastructure spending bill to come to fruition later this year. Estimates for US gross domestic product (GDP) growth this year are strong. The current Bloomberg consensus estimate for 2021 US GDP growth is 6.3%.

The Federal Open Market Committee kept their target fed funds rate and asset purchase program unchanged in April, as expected. The fed funds target rate remains in the range of 0.0% to 0.25%, and the Fed continues to purchase \$80 billion of Treasuries per month, and \$40 billion of agency mortgage-backed securities per month. During his most recent press conference, Fed Chair Powell reiterated that the economy is still a long way from reaching their employment and inflation goals and it is too soon to begin discussing tapering asset purchases. The Fed believes that some parts of the economy will not fully recover until the pandemic is decisively over. Chair Powell also reiterated that near term inflationary pressures are likely to be temporary.

Looking ahead, there is much evidence that the Treasury yield curve is poised to modestly steepen further as the year progresses, which would be consistent with an improving economic outlook, more widespread vaccine distribution, the anticipation of ongoing fiscal spending, and a moderate pick-up in inflation.

FISCAL IMPACT

The return on the City's investments continued to be strong primarily due to high yields achieved before the impacts of COVID-19 pandemic. Though continuing to decline, interest income remained strong for the quarter. The investment income for first quarter totaled \$4,054,482. In comparison, interest income for the same period of last year totaled \$4,401,296.

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.

RECOMMENDATION

Receive and file the City of Sunnyvale - First Quarter 2021 Investment Report.

Prepared by: Inderdeep Dhillon, Finance Manager
Reviewed by: Timothy J. Kirby, Director, Finance
Reviewed by: Jaqui Guzmán, Deputy City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. City of Sunnyvale First Quarter Investment Report



Memorandum

ATTACHMENT I

Date: 5/3/2021
To: Honorable Mayor and Councilmembers
From: Timothy J. Kirby, Director of Finance
Subject: Investment Report First Quarter 2021

Pursuant to the California Government Code Section 53646, attached is detailed information on all securities, investments, and moneys held by the City. I hereby certify that the City's portfolio complies with the City's adopted Investment Policy and the reporting requirements of State Law Section 53607, and that sufficient funds are available to meet expenditure requirements for the next 6 months, ending September 2021.

Timothy J. Kirby, Director of Finance

cc: Kent Steffens, City Manager
Teri Silva, Assistant City Manager

TOTAL PORTFOLIO EVALUATION - FIRST QUARTER 2021

DESCRIPTION		FY 20/21 Quarter 1 3/31/2021	FY 20/21 Quarter 4 12/31/2020	FY 19/20 Quarter 1 3/31/2020
CORE PORTFOLIO MARKET VALUE		\$641,571,862	\$644,462,075	\$698,494,100
LAIF PORTFOLIO MARKET VALUE		\$64,264,558	\$72,158,835	\$37,837,142
TOTAL PORTFOLIO MARKET VALUE		\$705,836,420	\$716,620,910	\$736,331,242
AVERAGE LIFE OF PORTFOLIO (DAYS)		1,038	915	1,028
CITY - WEIGHTED YIELD (Current Period)		1.94%	1.92%	2.29%
STATE (LAIF) POOL YIELD		0.36%	0.54%	1.79%
90 DAY T-BILL RATE (Current Period)		0.02%	0.07%	0.09%
VARIANCE FROM CITY YIELD		1.92%	1.85%	2.20%
1 YEAR TREASURY RATE (Current Period)		0.06%	0.11%	0.16%
VARIANCE FROM CITY YIELD		1.88%	1.81%	2.13%
TREASURY YIELD WITH SAME AVG LIFE AS PORTFOLIO		0.29%	0.13%	0.29%
VARIANCE FROM CITY YIELD		1.65%	1.79%	2.00%
<hr/>				
TOTAL INVESTMENTS MATURING WITHIN 0 TO 1 YEAR	\$121,178,719	17.17%	22.91%	25.38%
TOTAL INVESTMENTS MATURING WITHIN 1 TO 3 YEARS	\$279,599,020	39.61%	33.77%	26.34%
TOTAL INVESTMENTS MATURING WITHIN 3 TO 5 YEARS	\$291,978,497	41.37%	40.75%	46.70%
TOTAL INVESTMENTS MATURING OVER 5 YEARS **	\$13,080,185	1.85%	2.56%	1.58%
TOTAL	\$705,836,420	100.0%	100.0%	100.0%

** In accordance with Government Code 53601, the City Council, as part of the City's investment program, granted express authority to invest in US Treasury and US Agency and Government Sponsored Enterprise securities with final stated maturities up to seven years. No investment shall be made in any other security type that at the time of investment has a term remaining to maturity in excess of five years unless granted express authority by the City Council to do so.

INVESTMENT REPORT BALANCE BY FUND

FUND	FY2016/17				FY2017/18				FY2018/19				FY2019/20				FY2020/21		
	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
General	\$ 77,717,843.70	\$ 85,245,849.22	\$ 105,223,756.18	\$ 117,363,709.05	\$ 101,020,472.13	\$ 109,464,740.48	\$ 120,749,390.43	\$ 128,590,713.94	\$ 108,474,284.51	\$ 137,112,285.57	\$ 135,348,524.31	\$ 119,570,143.26	\$ 96,747,542.63	\$ 97,597,066.83	\$ 126,434,230.75	\$ 117,615,623.97	\$ 93,279,473.95	\$ 100,911,470.42	\$ 108,507,001.34
Wastewater	19,501,098.28	19,862,296.43	19,891,579.19	9,313,056.00	10,914,932.12	12,238,312.70	12,458,011.35	25,673,398.43	23,799,839.00	22,514,210.13	28,974,507.37	37,369,340.59	34,475,219.08	27,731,819.94	47,691,004.33	62,043,793.95	56,166,747.46	63,550,556.97	59,915,722.16
Water	18,003,033.56	18,162,548.84	19,158,782.08	20,994,494.86	26,080,181.11	27,247,069.31	28,203,830.10	32,964,127.18	36,578,601.12	40,500,157.01	42,884,493.23	46,436,612.26	49,961,719.54	56,876,665.44	62,512,194.81	67,979,240.26	71,006,740.63	73,803,155.67	76,881,179.31
Solid Waste	4,600,724.20	8,867,864.61	9,904,155.48	8,448,172.55	11,752,392.08	12,064,650.67	13,185,130.76	13,840,320.36	16,650,081.15	19,018,090.63	20,957,421.06	17,765,031.01	18,600,113.09	22,097,976.17	20,632,269.54	23,020,857.45	21,211,433.48	13,068,022.81	14,376,110.22
SMaRT Station	7,335,588.30	5,622,310.33	5,787,673.47	5,929,745.40	4,850,943.69	5,701,183.82	6,534,454.30	3,673,961.75	4,162,934.93	4,338,135.55	5,366,345.16	6,414,682.85	3,129,437.78	6,764,017.77	4,777,022.84	4,906,791.45	5,912,518.33	7,699,912.81	10,630,302.94
Development Enterprise	24,427,763.50	25,441,728.30	26,146,097.38	29,128,939.58	32,872,563.69	33,437,998.34	36,328,691.26	39,635,248.65	43,022,357.68	45,877,647.00	47,137,734.85	50,194,973.00	51,880,331.16	57,862,701.88	61,429,488.42	58,367,363.91	56,747,257.72	56,484,203.38	56,485,757.09
Community Recreation	(163,798.86)	187,613.73	(148,025.56)	(2,913.97)	(203,995.79)	(131,610.43)	(474,070.34)	-	55,931.50	(43,820.68)	(490,655.00)	71,439.12	(463,152.18)	(289,926.76)	405,687.41	61,867.36	400,762.83	397,970.86	
Internal Service	54,050,927.15	51,689,291.81	52,839,389.54	59,386,796.72	47,880,140.21	54,450,774.36	57,796,147.89	74,723,892.20	48,741,488.49	59,509,313.30	60,945,061.93	85,557,048.47	84,081,831.46	59,145,394.36	60,228,368.13	85,648,109.50	55,679,733.00	55,287,211.10	59,567,728.09
Capital Projects	37,798,186.16	35,740,308.17	42,222,584.38	50,776,643.18	52,857,165.95	48,760,684.13	66,870,546.03	77,282,535.93	74,765,150.12	80,302,852.90	82,677,134.89	81,371,236.50	82,583,546.56	86,628,834.04	86,701,628.15	91,311,394.43	88,731,272.83	89,338,521.76	85,681,216.03
Infrastructure Renovation & Replacement	14,256,902.83	12,437,903.37	14,338,922.38	16,347,250.50	11,851,961.00	14,535,252.68	12,763,716.50	19,595,641.54	16,204,955.53	15,573,096.90	47,992,489.17	75,270,577.27	73,579,097.49	86,584,139.11	85,028,959.15	86,450,456.62	72,181,300.50	71,612,658.81	56,069,087.85
Housing	24,317,997.23	23,423,261.02	23,831,005.08	26,034,011.58	29,063,817.15	29,829,122.09	31,429,822.73	40,776,147.83	40,350,188.70	42,193,825.26	47,218,109.45	57,080,920.14	59,296,212.56	59,645,296.28	60,746,250.50	57,598,070.21	56,709,915.75	58,036,944.33	57,598,873.70
Park Dedication	47,368,432.00	45,201,725.83	46,187,733.21	62,286,654.23	63,624,963.49	60,466,758.11	56,591,330.17	79,669,886.52	80,512,238.11	85,326,874.55	85,442,903.91	85,668,518.69	94,105,418.31	108,051,248.87	101,867,544.49	103,901,408.24	101,250,151.19	102,203,606.66	96,969,167.41
Home & Community Block Grants	1,018,671.40	697,768.96	745,265.54	635,162.86	1,135,746.67	1,627,225.97	1,407,702.75	1,597,339.28	1,921,597.87	1,704,910.67	1,450,819.91	1,532,066.62	1,322,384.13	1,496,970.24	1,495,645.97	1,366,632.35	1,263,365.50	1,217,623.88	797,781.02
Employment Development	190,043.35	274,052.28	(120,229.05)	132,391.79	135,599.23	276,657.16	(98,761.95)	35,948.52	139,993.42	135,424.81	(69,649.36)	26,847.48	77,762.49	764,795.78	(507,625.37)	716,443.20	226,953.11	(1,420,908.74)	
Parking District	598,372.88	555,556.97	436,332.36	476,884.17	456,053.96	426,182.45	486,507.93	552,972.87	526,257.03	472,936.35	566,297.40	630,293.52	617,922.17	592,121.68	772,570.67	737,969.03	733,777.69	794,843.79	
Gas Tax Street Improvement	5,738,021.77	5,430,528.98	5,090,981.63	5,156,126.71	5,481,881.76	4,479,687.61	4,744,881.53	4,574,552.44	4,978,991.16	5,061,871.54	5,253,062.92	5,565,592.44	5,515,028.21	4,338,764.98	4,410,458.76	6,363,290.89	6,824,852.66	7,042,296.03	7,008,222.74
Road Maintenance & Rehab Account (RMRA)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
VRF Local Road Improvement Program	898,106.29	507,809.53	472,712.96	97,633.83	1,021,539.49	22,962.13	22,272.78	23,366.97	23,073.48	975,068.63	971,905.39	464,661.45	474,220.51	454,920.24	1,102,610.92	1,133,563.18	958,970.37	1,420,773.14	1,334,307.46
Dorolou Swirsky Youth Opp Fund	546,701.99	524,357.13	533,939.06	533,694.94	550,958.28	549,715.27	533,212.35	551,796.74	544,899.87	555,982.52	554,178.84	553,343.02	564,726.43	557,842.54	563,875.50	570,083.58	563,985.59	577,918.59	
Fremont Pool Trust Fund	1,038,341.36	995,902.18	1,014,100.98	1,013,637.32	1,046,425.28	1,044,064.46	1,012,720.76	1,056,904.40	1,043,655.02	1,081,228.19	1,077,720.55	1,076,169.87	1,098,308.92	1,084,920.76	1,096,637.16	1,108,709.90	1,096,850.98	1,123,948.23	1,100,230.31
Other Special Revenue	2,683,815.02	2,335,204.25	2,245,125.49	2,118,621.68	3,809,292.73	4,039,578.79	3,916,379.83	3,807,644.09	5,396,491.29	5,302,259.87	4,873,222.41	1,291,356.97	3,645,360.01	2,116,947.63	2,210,622.98	(1,387,398.65)	5,714,910.92	5,096,843.59	4,414,341.19
Other Trust & Agency Funds	1,873,327.21	1,991,918.81	2,499,411.12	3,377,264.19	1,780,741.97	2,300,552.44	2,517,532.69	3,594,000.17	1,888,634.28	1,565,900.51	2,696,301.10	3,617,239.28	1,907,851.41	1,868,883.96	2,181,491.02	3,775,934.86	1,912,864.97	2,136,217.40	2,971,168.71
TOTAL INVESTMENT PORTFOLIO	\$ 343,800,099.42	\$ 345,195,800.76	\$ 378,301,292.88	\$ 419,547,977.16	\$ 407,992,776.45	\$ 422,831,562.52	\$ 457,166,909.93	\$ 552,320,580.55	\$ 510,443,559.22	\$ 570,340,908.61	\$ 623,754,825.75	\$ 679,077,947.53	\$ 665,493,450.90	\$ 684,325,442.79	\$ 736,331,241.65	\$ 775,705,122.60	\$ 702,819,855.50	\$ 716,620,910.31	\$ 705,836,420.31

1. Quarter ending on calendar basis

Q1: January 1 to March 31

Q2: April 1 to June 30

Q3: July 1 to September 30

Q4: October 1 to December 31

2. Fiscal year: July 1 to June 30

3. Other Special Revenue Funds are:

2016 Measure B - Santa Clara VTA

Asset Forfeiture

CFD 3 Estates at Sunnyvale

Disasters/Emergencies

Police Services Augmentation

Redevelopment Housing

TDA Article 3 Funds

Youth and Neighborhood Services

4. Other Trust & Agency Funds are:

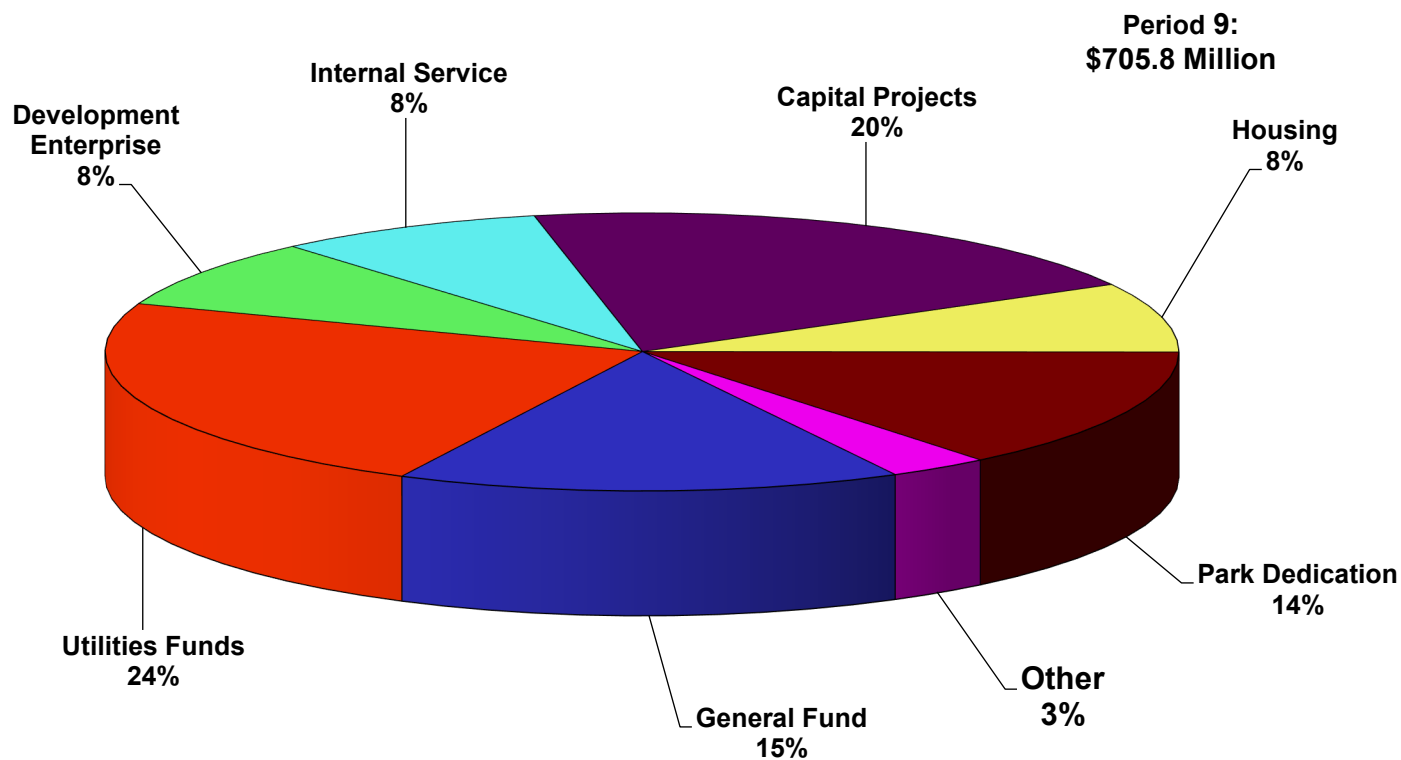
Citywide Donations

Community Facilities District Agency Fun

General Agency

RDA Successor Agency Trust Fund

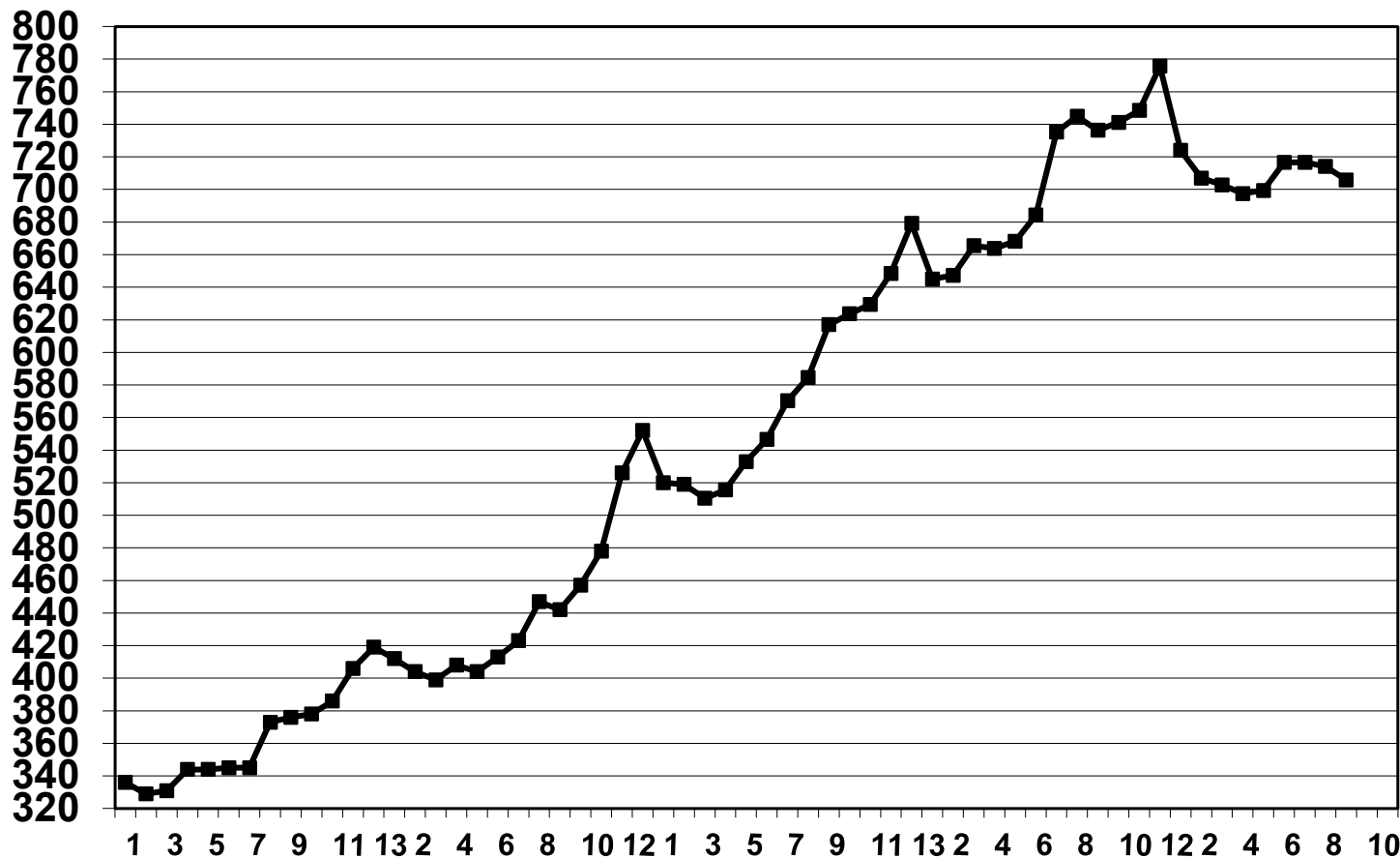
INVESTMENT PORTFOLIO BALANCE BY FUND/S FIRST QUARTER ENDING MARCH 31, 2021



INVESTMENT PORTFOLIO

PORTFOLIO BALANCE TREND

\$ Million



Period 9:
\$705.8
Million

Accounting Periods

FY2016/17

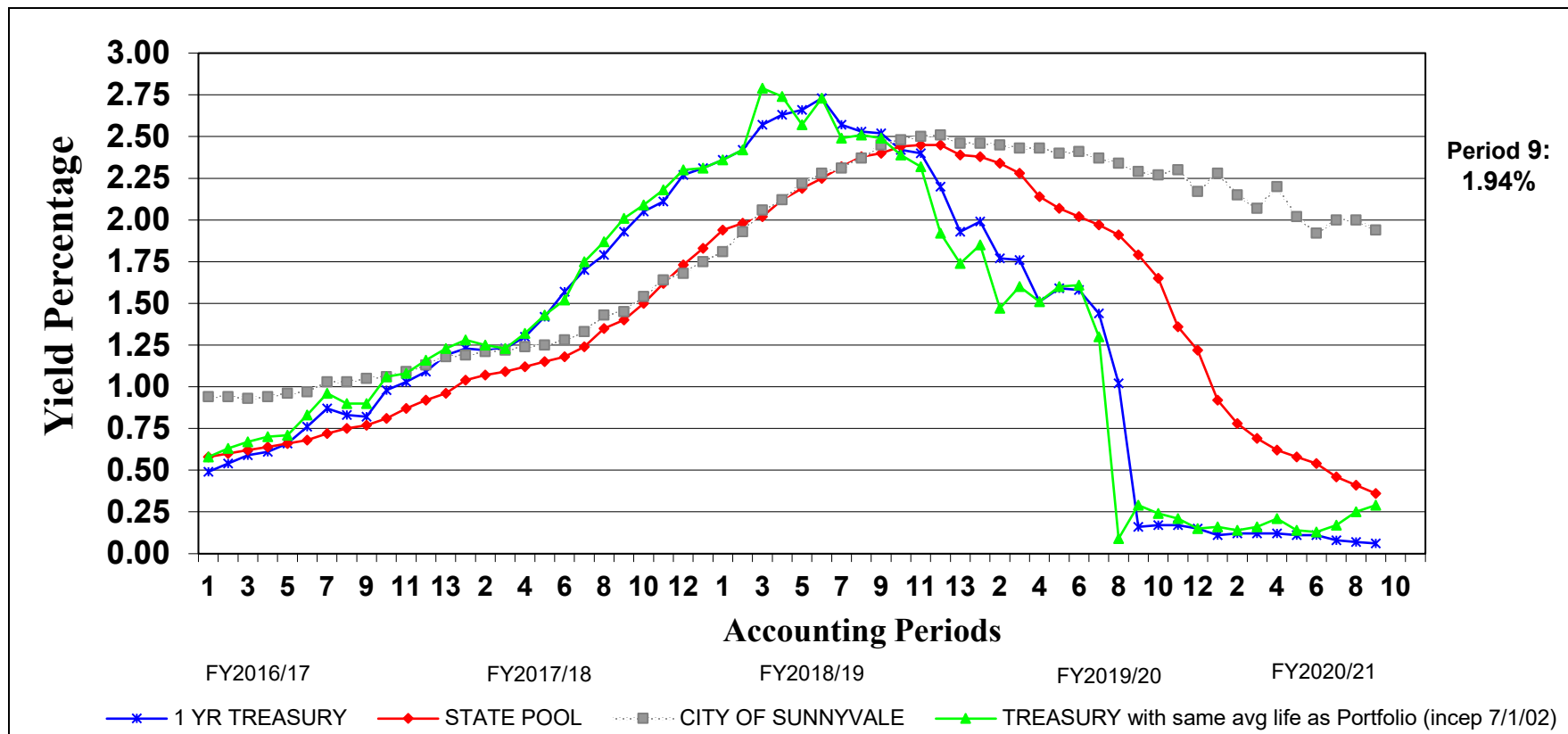
FY2017/18

FY2018/19

FY2019/20

FY2020/21

INVESTMENT PORTFOLIO COMPARISON OF ANNUAL YIELDS





City of Sunnyvale Consolidated - Account #10597

MONTHLY ACCOUNT STATEMENT

JANUARY 1, 2021 THROUGH MARCH 31, 2021

Chandler Team:

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

CHANDLER ASSET MANAGEMENT

chandlerasset.com

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

As of March 31, 2021

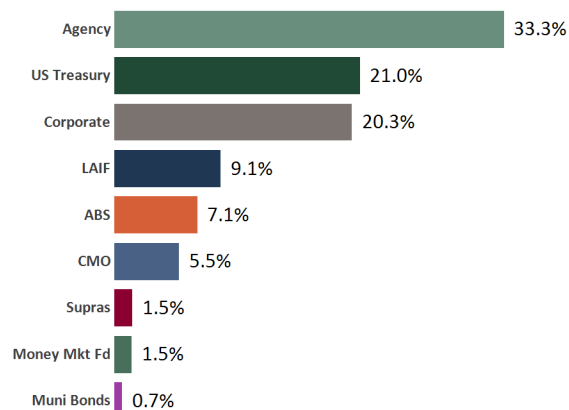
Portfolio Summary

City of Sunnyvale Consolidated

PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.33
Average Coupon	1.85%
Average Purchase YTM	1.77%
Average Market YTM	0.47%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.58 yrs
Average Life	2.40 yrs

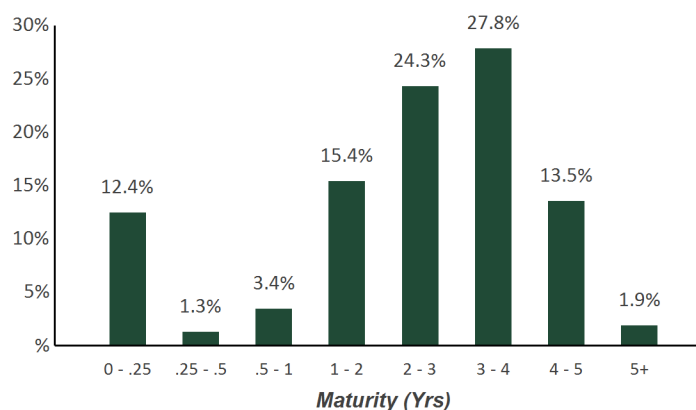
SECTOR ALLOCATION



ACCOUNT SUMMARY

	Beg. Values as of 12/31/20	End Values as of 3/31/21
Market Value	716,620,910	705,836,420
Accrued Interest	3,211,667	2,474,188
Total Market Value	719,832,577	708,310,608
Income Earned	1,111,159	3,190,890
Cont/WD		
Par	689,355,087	685,696,498
Book Value	691,834,904	687,754,948
Cost Value	691,979,695	688,175,368

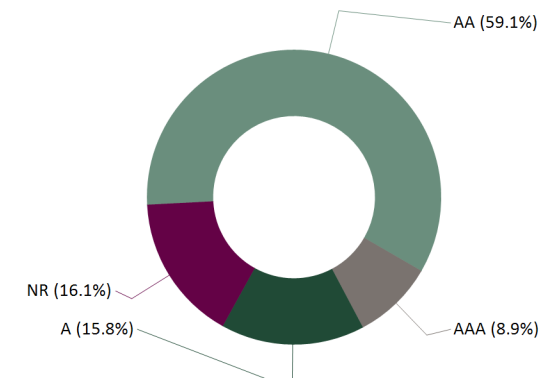
MATURITY DISTRIBUTION



TOP ISSUERS

Government of United States	21.0%
Federal National Mortgage Assoc	13.3%
Federal Home Loan Mortgage Corp	12.9%
Federal Home Loan Bank	12.2%
Local Agency Investment Fund	9.1%
Honda ABS	2.0%
Deere & Company	1.6%
Federated Govt Obligation Money	1.5%
Total	73.5%

CREDIT QUALITY (S&P)





BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$694,011,520.72
<u>Acquisition</u>		
+ Security Purchases	\$22,563,350.20	
+ Money Market Fund Purchases	\$31,665,311.71	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$54,228,661.91
<u>Dispositions</u>		
- Security Sales	\$5,075,650.00	
- Money Market Fund Sales	\$22,576,212.77	
- MMF Withdrawals	\$26,536.61	
- Security Withdrawals	\$8,000,000.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$23,450,000.00	
- Calls	\$0.00	
- Principal Paydowns	\$1,384,699.94	
Total Dispositions		\$60,513,099.32
<u>Amortization/Accretion</u>		
+/- Net Accretion	(\$43,329.86)	
		(\$43,329.86)
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	\$71,194.71	
		\$71,194.71
ENDING BOOK VALUE		\$687,754,948.16

Statement of Compliance

As of March 31, 2021



City of Sunnyvale Consolidated

This portfolio is a consolidation of assets managed by Chandler Asset Management and assets managed internally by City of Sunnyvale. Chandler relies on City of Sunnyvale to provide accurate information for reporting assets and producing this compliance statement.

Category	Standard	Comment
U.S. Treasuries	7 years max maturity	<i>Complies</i>
Federal Agencies	30% max per Agency/GSE issuer; 20% max agency callable securities; 7 years max maturity	<i>Complies</i>
Supranational Obligations	"AA" rating category or better by a Nationally Recognized Statistical Rating Organization ("NRSRO"); 30% max; 10% max per issuer; 5 years max maturity; U.S. dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development ("IBRD"), the International Finance Corporation ("IFC") or the Inter-American Development Bank ("IADB")	<i>Complies</i>
Municipal Securities	"A" rating category or better by a NRSRO; 30% max; 5% max per issuer; 5 years max maturity; For Municipal Obligations in the form of variable rate demand obligations, the obligations shall be supported by a third-party liquidity facility from a financial institution with short-term ratings of at least A-1 by S&P or P-1 by Moody's; The right of the bondholder to tender the obligation converts these obligations to a short term investment;	<i>Complies</i>
Corporate Medium Term Notes	"A" rating category or higher by a NRSRO; 30% max; 5% max per issuer; 5 years max maturity; Issued by corporations organized and operating within the U.S. or by depository institutions licensed by the U.S. or any state and operating within the U.S.	<i>Complies</i>
Asset-backed Securities, Mortgage-backed, Mortgage pass-through securities, Collateralized mortgage obligations (CMO)	"AA" rating category or higher by a NRSRO; 20% max (combined ABS/MBS/CMO); 5% max per issuer in any Asset Backed or Commercial Mortgage security issuer; 5 years max maturity; Asset-backed securities, Mortgage-backed, Mortgage pass-through securities, and collateralized mortgage obligations not defined in 1 (US Treasury) and 2 (Federal Agencies/GSE) of the Authorized Investments section of the policy	<i>Complies</i>
Negotiable Certificates of Deposit (NCD)	"A" long-term rated issuer or higher by a NRSRO or "A" short-term rated or higher by a NRSRO, if any amount above FDIC insured limit; The amount of NCD insured up to the FDIC limit does not require any credit ratings; 30% max (including CDARS); 5% max per issuer; 5 years max maturity; Issued by nationally or state-chartered bank, a savings association or a federal association, or by a federally or state-licensed branch of a foreign bank.	<i>Complies</i>
Certificate of Deposit Placement Service (CDARS)	30% max (including Negotiable Certificates of Deposit); The full amount of principal and interest that may be accrued during the maximum term of each certificate shall at all times be insured by the FDIC or NCUA	<i>Complies</i>
FDIC Insured Time Deposits (Non-negotiable CD/TD)/Bank Deposits	20% max (combined FDIC insured and collateralized time deposits); For FDIC insured CDs, the amount per institution is limited to maximum covered under FDIC; 5 years max maturity; Non-Negotiable Certificates of Deposit in state or federally chartered banks, savings and loans, or credit unions in the state of California	<i>Complies</i>
Collateralized Time Deposits (Non-negotiable CD/TD)/Bank Deposits	20% max (combined FDIC insured and collateralized time deposits); For collateralized CDs, 5% max per issuer; 365 days max maturity; Non-Negotiable Certificates of Deposit in California banks in excess of insured amounts which are fully collateralized with securities in accordance with California law	<i>Complies</i>
Banker's Acceptances	A-1 rated or better by a NRSRO; 40% max; 5% max per issuer; 180 days max maturity	<i>Complies</i>
Commercial Paper	"A-1" rated or higher by a NRSRO; or "A" rated issuer or higher by a NRSRO, if any long-term debt; 25% max; 5% max per issuer; 270 days max maturity; 10% max outstanding commercial paper of any single issuer; The entity that issues the commercial paper shall meet all conditions in either (1) or (2): (1) a. Organized and operating in the U.S. as a general corporation; b. Has total assets >\$500 million; c. Has debt other than commercial paper, if any, that is "A" rating category or higher by a NRSRO; (2) a. Organized within the U.S. as a special purpose corporation, trust, or LLC; b. Has program wide credit enhancements including, but not limited to, overcollateralization, letters of credit or surety bond; or c. "A-1" rated or higher by a NRSRO	<i>Complies</i>
Money Market Mutual Funds	20% max; Highest rating by two NRSROs; or SEC registered investment adviser with assets under management in excess of \$500 million and experience greater than 5 years; Maintain NAV of \$1; Invest only in US Treasury and federal agency securities, and in repurchase agreements backed by US Treasury and federal agency securities	<i>Complies</i>
Local Agency Investment Fund (LAIF)	Maximum permitted by LAIF; Thorough investigation of the pool/fund is required prior to investing and on a continual basis; City staff will annually perform the due diligence analysis of LAIF based on a standardized questionnaire developed to address investment policy and practices.	<i>Complies</i>
Local Government Investment Pools (LGIP)	Pursuant to CGC ; The Pool is managed by SEC registered investment adviser with assets under management or exempt from registration; Adviser has AUM in excess of \$500 million and experience greater than 5 years	<i>Complies</i>
Repurchase Agreements	10% max; 15 days max maturity; 102% Collateralized; Not used by Investment Adviser	<i>Complies</i>
Prohibited	Mutual funds (other than government money market funds as described in the policy), unregulated and/ or unrated investment pools or trusts, and futures and options; Securities subject to rule 144A restrictions that are not required to be registered with the SEC; Inverse floaters, Range notes, Mortgage derived interest-only strips; Zero interest accrual securities if held to maturity; Trading securities for the sole purpose of speculating on the future direction of interest rates; Purchasing or selling securities on margin	<i>Complies</i>
Social and Environmental Responsibility	Investments are discouraged in entities that manufacture tobacco products, firearms, or nuclear weapons not used in the national defense of the U.S., and are direct or indirect investments to support the production or drilling of fossil fuels; Investments in entities that support community well-being through safe and environmentally sound practices and fair labor practices and equality of rights regardless of sex, race, age, disability, or sexual orientation is encouraged.	<i>Complies</i>
Mitigating Credit Risk; Security Downgrade	If a security owned by the City is downgraded to a level below the minimum quality required by the investment policy, it will be the City's policy to review the credit situation and make determination as to whether to sell or retain such securities in the portfolio. If the City employs the services of an investment adviser, it is the duty of the adviser to communicate any actions related to the downgrade to the Treasurer in a timely manner. If a security is downgraded, the Treasurer will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors. If a decision is made to retain the downgraded security in the portfolio, its presence in the portfolio will be monitored and reported quarterly to the City Council.	<i>Complies</i>
Max Per Issuer	5% max per single issuer, unless otherwise stated	<i>Complies</i>
Maximum maturity	5 years, except as otherwise stated in the policy (i.e. Treasury & Agency issues have 7 years max maturity)	<i>Complies</i>



City of Sunnyvale Consolidated

Account #10597

Holdings Report

As of March 31, 2021

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
43815HAC1	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	2,504,877.58	Various 2.12%	2,519,573.48 2,511,880.20	100.83 0.28%	2,525,648.02 2,052.61	0.36% 13,767.82	Aaa / NR AAA	1.39 0.31
89238TAD5	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	2,116,670.29	Various 2.29%	2,139,357.10 2,127,277.35	100.69 0.35%	2,131,277.45 2,784.60	0.30% 4,000.10	Aaa / AAA NR	1.46 0.27
47788EAC2	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	1,474,315.63	Various 2.97%	1,478,426.59 1,476,272.18	100.73 0.19%	1,485,117.94 2,018.18	0.21% 8,845.76	Aaa / NR AAA	1.63 0.26
65479GAD1	Nissan Auto Receivables Trust 2018-B A3 3.06% Due 3/15/2023	2,701,218.31	Various 2.55%	2,715,193.08 2,706,300.77	101.16 0.36%	2,732,525.43 3,673.65	0.39% 26,224.66	Aaa / AAA NR	1.96 0.43
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	6,455,000.00	Various 1.87%	6,448,322.40 6,451,636.90	101.25 0.27%	6,535,906.97 5,106.62	0.92% 84,270.07	Aaa / AAA NR	2.38 0.83
58769EAC2	Mercedes-Benz Auto Lease Trust 2020- B A3 0.4% Due 11/15/2023	2,005,000.00	09/15/2020 0.40%	2,004,898.35 2,004,921.23	100.18 0.27%	2,008,514.77 356.44	0.28% 3,593.54	NR / AAA AAA	2.63 1.40
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	2,154,784.14	07/16/2019 2.23%	2,154,326.68 2,154,502.54	101.35 0.27%	2,183,826.32 2,116.48	0.31% 29,323.78	Aaa / NR AAA	2.71 0.69
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	3,055,000.00	10/01/2019 1.95%	3,054,764.46 3,054,841.32	101.72 0.31%	3,107,558.22 1,810.94	0.44% 52,716.90	NR / AAA AAA	3.06 1.05
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	4,780,000.00	10/16/2019 1.94%	4,779,747.62 4,779,824.49	101.81 0.30%	4,866,637.50 4,100.18	0.69% 86,813.01	Aaa / AAA NR	3.29 1.11
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	3,650,000.00	03/04/2020 1.11%	3,649,776.99 3,649,830.19	100.87 0.41%	3,681,714.85 1,784.44	0.52% 31,884.66	Aaa / NR AAA	3.38 1.25
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	3,350,000.00	09/22/2020 0.38%	3,349,507.89 3,349,586.97	100.03 0.35%	3,351,122.25 447.60	0.47% 1,535.28	NR / AAA AAA	3.55 1.78
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	2,635,000.00	10/06/2020 0.36%	2,634,509.10 2,634,562.77	99.98 0.36%	2,634,562.77 409.89	0.37% 0.00	NR / AAA AAA	3.80 1.67
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	1,580,000.00	02/17/2021 0.27%	1,579,971.09 1,579,972.02	99.85 0.35%	1,577,596.82 118.50	0.22% (2,375.20)	Aaa / NR AAA	4.06 2.01

Holdings Report

As of March 31, 2021



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	3,350,000.00	10/20/2020 0.39%	3,349,228.49 3,349,327.73	99.96 0.40%	3,348,716.95 565.78	0.47% (610.78)	NR / AAA AAA	4.13 2.15
89240BAC2	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	5,805,000.00	02/02/2021 0.27%	5,803,922.59 5,803,972.13	99.78 0.49%	5,792,124.51 670.80	0.82% (11,847.62)	Aaa / NR AAA	4.13 0.97
47788UAC6	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,275,000.00	03/02/2021 0.37%	2,274,562.75 2,274,570.07	99.61 0.52%	2,266,061.55 477.75	0.32% (8,508.52)	Aaa / NR AAA	4.46 2.43
Total ABS		49,891,865.95	1.30%	49,936,088.66 49,909,278.86	0.35%	50,228,912.32 28,494.46	7.10% 319,633.46	Aaa / AAA AAA	3.09 1.15
AGENCY									
3130AF5B9	FHLB Note 3% Due 10/12/2021	8,000,000.00	10/18/2018 3.06%	7,986,160.00 7,997,534.47	101.56 0.06%	8,124,816.00 112,666.67	1.16% 127,281.53	Aaa / AA+ NR	0.53 0.52
3135G0S38	FNMA Note 2% Due 1/5/2022	2,150,000.00	07/30/2018 2.87%	2,089,198.00 2,136,472.28	101.44 0.11%	2,180,876.15 10,272.22	0.31% 44,403.87	Aaa / AA+ AAA	0.77 0.76
3135G0T45	FNMA Note 1.875% Due 4/5/2022	6,000,000.00	07/30/2018 2.88%	5,791,200.00 5,942,673.21	101.77 0.13%	6,106,056.00 55,000.00	0.87% 163,382.79	Aaa / AA+ AAA	1.01 1.00
313380GJ0	FHLB Note 2% Due 9/9/2022	10,000,000.00	10/10/2019 1.55%	10,127,000.00 10,062,783.83	102.66 0.15%	10,265,600.00 12,222.22	1.45% 202,816.17	Aaa / AA+ NR	1.44 1.42
3133EH7F4	FFCB Note 2.35% Due 1/17/2023	3,000,000.00	01/17/2018 2.35%	3,000,000.00 3,000,000.00	103.94 0.15%	3,118,116.00 14,491.67	0.44% 118,116.00	Aaa / AA+ AAA	1.80 1.76
3130ADRG9	FHLB Note 2.75% Due 3/10/2023	7,000,000.00	01/16/2019 2.71%	7,011,060.00 7,005,175.47	104.91 0.22%	7,343,588.00 11,229.17	1.04% 338,412.53	Aaa / AA+ NR	1.94 1.90
3137EAEN5	FHLMC Note 2.75% Due 6/19/2023	6,000,000.00	07/20/2018 2.86%	5,969,880.00 5,986,402.30	105.61 0.21%	6,336,516.00 46,750.00	0.90% 350,113.70	Aaa / AA+ AAA	2.22 2.15
313383YJ4	FHLB Note 3.375% Due 9/8/2023	7,000,000.00	10/29/2018 3.08%	7,091,910.00 7,046,136.44	107.55 0.26%	7,528,717.00 15,093.75	1.07% 482,580.56	Aaa / AA+ NR	2.44 2.36
3135G0U43	FNMA Note 2.875% Due 9/12/2023	8,205,000.00	09/12/2018 2.96%	8,171,359.50 8,188,511.73	106.40 0.25%	8,730,308.72 12,449.95	1.23% 541,796.99	Aaa / AA+ AAA	2.45 2.38
3137EAF42	FHLMC Note 0.25% Due 12/4/2023	9,225,000.00	12/02/2020 0.28%	9,215,867.25 9,216,851.42	99.85 0.31%	9,210,747.38 7,495.31	1.30% (6,104.04)	Aaa / AA+ AAA	2.68 2.66

Holdings Report

As of March 31, 2021



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3130A0F70	FHLB Note 3.375% Due 12/8/2023	7,000,000.00	12/28/2018 2.77%	7,194,320.00	108.14	7,570,024.00	1.08%	Aaa / AA+ AAA	2.69
				7,105,728.19	0.33%	74,156.25	464,295.81		2.57
3130A0XE5	FHLB Note 3.25% Due 3/8/2024	8,000,000.00	02/27/2019 2.59%	8,247,280.00	108.35	8,667,816.00	1.23%	Aaa / AA+ NR	2.94
				8,144,460.03	0.39%	16,611.11	523,355.97		2.82
3130AB3H7	FHLB Note 2.375% Due 3/8/2024	3,000,000.00	04/29/2019 2.37%	3,000,210.00	106.10	3,182,967.00	0.45%	Aaa / AA+ NR	2.94
				3,000,126.90	0.29%	4,552.08	182,840.10		2.85
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	11,175,000.00	Various 2.21%	11,527,225.65	107.79	12,045,074.33	1.71%	Aaa / AA+ NR	3.21
				11,399,093.80	0.42%	95,491.93	645,980.53		3.06
3135G0V75	FNMA Note 1.75% Due 7/2/2024	8,250,000.00	07/16/2019 1.96%	8,166,922.50	104.29	8,603,892.00	1.22%	Aaa / AA+ AAA	3.26
				8,195,531.97	0.42%	35,692.71	408,360.03		3.16
3130A2UW4	FHLB Note 2.875% Due 9/13/2024	9,350,000.00	09/13/2019 1.79%	9,834,236.50	108.04	10,101,431.45	1.43%	Aaa / AA+ AAA	3.46
				9,684,770.96	0.52%	13,440.63	416,660.49		3.30
3135G0W66	FNMA Note 1.625% Due 10/15/2024	7,590,000.00	Various 1.61%	7,596,251.10	103.89	7,884,939.81	1.12%	Aaa / AA+ AAA	3.55
				7,595,078.97	0.52%	56,872.30	289,860.84		3.42
3135G0X24	FNMA Note 1.625% Due 1/7/2025	13,785,000.00	Various 1.30%	13,993,685.85	103.84	14,313,751.25	2.03%	Aaa / AA+ AAA	3.78
				13,947,722.32	0.59%	52,268.13	366,028.93		3.65
3137EAEP0	FHLMC Note 1.5% Due 2/12/2025	15,235,000.00	02/13/2020 1.52%	15,223,269.05	103.34	15,743,574.77	2.23%	Aaa / AA+ AAA	3.87
				15,225,917.35	0.62%	31,104.79	517,657.42		3.75
3135G04Z3	FNMA Note 0.5% Due 6/17/2025	12,900,000.00	Various 0.47%	12,919,382.20	99.00	12,771,283.80	1.81%	Aaa / AA+ AAA	4.22
				12,918,477.42	0.74%	18,633.33	(147,193.62)		4.15
3137EAEU9	FHLMC Note 0.375% Due 7/21/2025	8,000,000.00	01/25/2021 0.41%	7,987,040.00	98.38	7,870,288.00	1.11%	Aaa / AA+ AAA	4.31
				7,987,554.60	0.76%	5,833.33	(117,266.60)		4.26
3135G05X7	FNMA Note 0.375% Due 8/25/2025	13,000,000.00	Various 0.47%	12,942,071.80	98.16	12,760,579.00	1.80%	Aaa / AA+ AAA	4.41
				12,948,759.06	0.80%	4,875.00	(188,180.06)		4.35
3137EAEX3	FHLMC Note 0.375% Due 9/23/2025	13,000,000.00	Various 0.44%	12,961,478.40	98.11	12,754,339.00	1.80%	Aaa / AA+ AAA	4.48
				12,964,822.29	0.81%	1,083.33	(210,483.29)		4.43
3135G06G3	FNMA Note 0.5% Due 11/7/2025	12,900,000.00	Various 0.56%	12,864,817.00	98.44	12,698,127.90	1.80%	Aaa / AA+ AAA	4.61
				12,867,610.77	0.85%	24,904.16	(169,482.87)		4.52
3130AAUF3	FHLB Note 2.75% Due 3/13/2026	5,430,000.00	07/30/2019 2.11%	5,642,367.30	108.79	5,907,286.14	0.84%	Aaa / AA+ AAA	4.95
				5,588,770.26	0.93%	7,466.25	318,515.88		4.65
3130AGFP5	FHLB Note 2.5% Due 6/12/2026	5,000,000.00	07/30/2019 2.15%	5,111,250.00	107.63	5,381,545.00	0.77%	Aaa / AA+ NR	5.20
				5,084,191.59	0.99%	37,847.22	297,353.41		4.86

Holdings Report

As of March 31, 2021



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3135G05Y5	FNMA Note 0.75% Due 10/8/2027	8,000,000.00	Various 0.78%	7,985,914.90 7,986,569.17	96.23 1.36%	7,698,640.00 28,666.66	1.09% (287,929.17)	Aaa / AA+ AAA	6.53 6.30
Total Agency		228,195,000.00	1.62%	229,651,357.00 229,227,726.80	0.53%	234,900,900.70 807,170.17	33.28% 5,673,173.90	Aaa / AA+ AAA	3.37 3.27
CMO									
3137BM6P6	FHLMC K721 A2 3.09% Due 8/25/2022	10,190,929.46	Various 2.11%	10,464,218.41 10,312,319.13	102.65 0.66%	10,461,111.28 26,241.64	1.48% 148,792.15	Aaa / NR NR	1.40 1.16
3137B4WB8	FHLMC K033 A2 3.06% Due 7/25/2023	6,545,000.00	Various 2.92%	6,585,492.97 6,566,097.12	105.49 0.45%	6,904,104.52 3,337.95	0.98% 338,007.40	Aaa / NR NR	2.32 2.12
3137B5JM6	FHLMC K034 A2 3.531% Due 7/25/2023	2,500,000.00	Various 2.35%	2,601,875.00 2,562,186.53	106.58 0.45%	2,664,452.50 7,356.25	0.38% 102,265.97	NR / NR AAA	2.32 2.14
3137B7MZ9	FHLMC K036 A2 3.527% Due 10/25/2023	9,650,000.00	Various 2.52%	10,015,378.90 9,878,838.34	107.09 0.50%	10,334,040.25 5,672.60	1.46% 455,201.91	Aaa / NR AAA	2.57 2.34
3137BYPQ7	FHLMC K726 A2 2.905% Due 4/25/2024	8,294,991.02	04/22/2019 2.72%	8,354,287.26 8,331,341.21	105.83 0.74%	8,778,721.72 20,080.79	1.24% 447,380.51	NR / AAA NR	3.07 2.70
Total CMO		37,180,920.48	2.51%	38,021,252.54 37,650,782.33	0.58%	39,142,430.27 62,689.23	5.54% 1,491,647.94	Aaa / AAA AAA	2.31 2.05
CORPORATE									
037833AR1	Apple Inc Note 2.85% Due 5/6/2021	3,000,000.00	06/30/2017 2.01%	3,092,400.00 3,002,300.14	100.23 0.49%	3,006,876.00 34,437.50	0.43% 4,575.86	Aa1 / AA+ NR	0.10 0.10
369550BE7	General Dynamics Corp Note 3% Due 5/11/2021	5,100,000.00	Various 3.00%	5,098,778.86 5,100,024.38	100.28 0.50%	5,114,127.00 59,500.00	0.73% 14,102.62	A2 / A NR	0.11 0.11
857477AV5	State Street Bank Note 1.95% Due 5/19/2021	4,916,000.00	Various 2.87%	4,818,802.80 4,910,263.34	100.21 0.37%	4,926,308.85 35,149.40	0.70% 16,045.51	A1 / A AA-	0.13 0.13
594918BP8	Microsoft Callable Note Cont 7/8/2021 1.55% Due 8/8/2021	2,000,000.00	06/30/2017 1.97%	1,967,000.00 1,997,162.00	100.36 0.20%	2,007,280.00 4,563.89	0.28% 10,118.00	Aaa / AAA AA+	0.36 0.27
68389XBK0	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 9/15/2021	7,000,000.00	04/11/2019 2.66%	6,876,240.00 6,976,620.00	100.59 0.32%	7,041,020.00 5,911.11	0.99% 64,400.00	Baa2 / A BBB+	0.46 0.37
89236TDP7	Toyota Motor Credit Corp Note 2.6% Due 1/11/2022	6,750,000.00	Various 3.14%	6,640,111.50 6,722,912.11	101.79 0.29%	6,870,966.75 39,000.00	0.98% 148,054.64	A1 / A+ A+	0.78 0.77

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CORPORATE									
69353RFE3	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	5,640,000.00	Various 3.07%	5,507,443.50	102.59	5,785,985.76	0.82%	A2 / A A+	1.33
				5,596,654.91	0.36%	24,181.51	189,330.85		1.23
48128BAB7	JP Morgan Chase & Co Callable Note 1X 1/15/2022 2.972% Due 1/15/2023	7,750,000.00	Various 3.07%	7,675,870.00	102.01	7,905,968.75	1.12%	A2 / A- AA-	1.79
				7,717,659.24	0.41%	48,625.23	188,309.51		0.78
808513AT2	Charles Schwab Corp Callable Note Cont 12/25/2022 2.65% Due 1/25/2023	5,580,000.00	Various 3.31%	5,431,072.20	103.95	5,800,577.40	0.82%	A2 / A A	1.82
				5,518,177.99	0.36%	27,109.49	282,399.41		1.70
24422ETG4	John Deere Capital Corp Note 2.8% Due 3/6/2023	6,268,000.00	Various 3.51%	6,092,335.66	104.70	6,562,708.82	0.93%	A2 / A A	1.93
				6,189,424.57	0.35%	12,187.77	373,284.25		1.89
084670BR8	Berkshire Hathaway Callable Note Cont 1/15/2023 2.75% Due 3/15/2023	4,232,000.00	Various 3.42%	4,120,054.64	104.48	4,421,627.46	0.62%	Aa2 / AA A+	1.96
				4,180,827.94	0.24%	5,172.44	240,799.52		1.76
06406RAG2	Bank of NY Mellon Corp Note 3.5% Due 4/28/2023	4,280,000.00	Various 3.12%	4,342,247.36	106.34	4,551,493.24	0.65%	A1 / A AA-	2.08
				4,311,196.08	0.43%	63,665.00	240,297.16		1.99
404280BA6	HSBC Holdings PLC Note 3.6% Due 5/25/2023	7,000,000.00	Various 3.84%	6,930,000.00	106.41	7,448,889.00	1.06%	A2 / A- A+	2.15
				6,967,508.09	0.59%	88,200.00	481,380.91		2.06
931142EK5	Wal-Mart Stores Callable Note Cont 5/26/2023 3.4% Due 6/26/2023	6,575,000.00	Various 2.96%	6,687,899.75	106.65	7,012,480.79	1.00%	Aa2 / AA AA	2.24
				6,633,719.41	0.30%	58,992.36	378,761.38		2.08
02665WCJ8	American Honda Finance Note 3.45% Due 7/14/2023	5,070,000.00	Various 3.44%	5,073,141.30	106.66	5,407,454.13	0.77%	A3 / A- NR	2.29
				5,071,439.91	0.52%	37,412.38	336,014.22		2.20
89114QC48	Toronto Dominion Bank Note 3.5% Due 7/19/2023	5,000,000.00	07/27/2018 3.56%	4,985,500.00	107.06	5,353,245.00	0.76%	Aa1 / AA- AA	2.30
				4,993,293.55	0.41%	35,000.00	359,951.45		2.21
69371RP59	Paccar Financial Corp Note 3.4% Due 8/9/2023	4,095,000.00	08/06/2018 3.41%	4,093,321.05	106.43	4,358,439.54	0.62%	A1 / A+ NR	2.36
				4,094,209.26	0.64%	20,111.00	264,230.28		2.27
06406RAJ6	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	2,750,000.00	Various 3.27%	2,767,987.50	106.98	2,941,862.00	0.42%	A1 / A AA-	2.36
				2,760,675.55	0.47%	13,177.09	181,186.45		2.28
02665WCQ2	American Honda Finance Note 3.625% Due 10/10/2023	1,000,000.00	10/03/2018 3.64%	999,180.00	107.38	1,073,770.00	0.15%	A3 / A- NR	2.53
				999,585.96	0.67%	17,218.75	74,184.04		2.39
24422EVN6	John Deere Capital Corp Note 0.45% Due 1/17/2024	4,405,000.00	03/01/2021 0.47%	4,401,872.45	99.95	4,402,797.50	0.62%	A2 / A A	2.80
				4,401,955.93	0.47%	1,486.69	841.57		2.77



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CORPORATE									
06051GHF9	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	8,310,000.00	Various 2.87%	8,388,172.50 8,358,114.10	105.51 0.67%	8,767,839.45 21,305.92	1.24% 409,725.35	A2 / A- A+	2.93 1.87
89114QCB2	Toronto Dominion Bank Note 3.25% Due 3/11/2024	1,500,000.00	03/26/2019 2.97%	1,518,990.00 1,511,278.59	107.56 0.65%	1,613,388.00 2,708.33	0.23% 102,109.41	Aa3 / A AA-	2.95 2.82
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	3,670,000.00	03/16/2021 0.77%	3,668,165.00 3,668,188.44	100.51 0.57%	3,688,768.38 993.96	0.52% 20,579.94	A2 / A A	2.97 2.85
404280BS7	HSBC Holdings PLC Callable Note 1X 5/18/2023 3.95% Due 5/18/2024	1,955,000.00	Various 2.02%	2,058,459.05 2,028,522.53	106.72 0.76%	2,086,407.28 28,529.43	0.30% 57,884.75	A2 / A- A+	3.13 2.03
78013XZU5	Royal Bank of Canada Note 2.55% Due 7/16/2024	3,054,000.00	12/05/2019 2.23%	3,096,481.14 3,084,376.16	105.45 0.87%	3,220,549.89 16,224.38	0.46% 136,173.73	A2 / A AA	3.30 3.15
69371RQ25	Paccar Financial Corp Note 2.15% Due 8/15/2024	2,465,000.00	08/08/2019 2.20%	2,459,552.35 2,461,326.49	104.84 0.69%	2,584,379.95 6,771.90	0.37% 123,053.46	A1 / A+ NR	3.38 3.25
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/8/2024	8,820,000.00	Various 2.03%	8,866,124.60 8,854,694.14	104.64 0.84%	9,228,807.00 75,325.25	1.31% 374,112.86	A3 / A A	3.61 3.45
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	9,485,000.00	01/16/2020 2.10%	9,464,796.95 9,469,618.26	103.68 1.04%	9,833,602.20 37,808.26	1.39% 363,983.94	A1 / AA- AA-	3.81 3.58
Total Corporate		137,670,000.00	2.79%	137,122,000.16 137,581,729.07	0.52%	143,017,620.14 820,769.04	20.31% 5,435,891.07	A1 / A A+	2.10 1.88
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	64,264,557.95	Various 0.35%	64,264,557.95 64,264,557.95	1.00 0.35%	64,264,557.95 72,469.32	9.08% 0.00	NR / NR NR	0.00 0.00
Total LAIF		64,264,557.95	0.35%	64,264,557.95 64,264,557.95	0.35%	64,264,557.95 72,469.32	9.08% 0.00	NR / NR NR	0.00 0.00
MONEY MARKET FUND FI									
60934N807	Federated Investors Govt Oblig Fund Inst.	39.04	09/01/2020 0.01%	39.04 39.04	1.00 0.01%	39.04 0.00	0.00% 0.00	Aaa / AAA AAA	0.00 0.00

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MONEY MARKET FUND FI									
60934N807	Federated Investors Govt Oblig Fund Inst.	10,604,114.15	Various 0.01%	10,604,114.15 10,604,114.15	1.00 0.01%	10,604,114.15 0.00	1.50% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		10,604,153.19	0.01%	10,604,153.19 10,604,153.19	0.01%	10,604,153.19 0.00	1.50% 0.00	Aaa / AAA AAA	0.00 0.00
MUNICIPAL BONDS									
13063DRK6	California State Taxable GO 2.4% Due 10/1/2024	4,475,000.00	10/16/2019 1.91%	4,577,790.75 4,547,876.59	105.98 0.67%	4,742,605.00 53,700.00	0.68% 194,728.41	Aa2 / AA- AA	3.51 3.33
Total Municipal Bonds		4,475,000.00	1.91%	4,577,790.75 4,547,876.59	0.67%	4,742,605.00 53,700.00	0.68% 194,728.41	Aa2 / AA- AA	3.51 3.33
SUPRANATIONAL									
4581X0CZ9	Inter-American Dev Bank Note 1.75% Due 9/14/2022	5,000,000.00	08/21/2018 2.87%	4,787,000.00 4,923,733.65	102.20 0.23%	5,109,900.00 4,131.94	0.72% 186,166.35	Aaa / AAA AAA	1.46 1.44
459058JL8	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	5,915,000.00	10/21/2020 0.52%	5,908,316.05 5,908,883.42	98.13 0.92%	5,804,442.74 12,569.38	0.82% (104,440.68)	Aaa / AAA AAA	4.58 4.50
Total Supranational		10,915,000.00	1.59%	10,695,316.05 10,832,617.07	0.60%	10,914,342.74 16,701.32	1.54% 81,725.67	Aaa / AAA AAA	3.12 3.07
US TREASURY									
912828T34	US Treasury Note 1.125% Due 9/30/2021	7,000,000.00	11/26/2019 1.62%	6,936,835.94 6,982,918.49	100.54 0.05%	7,037,737.00 215.16	0.99% 54,818.51	Aaa / AA+ AAA	0.50 0.50
912828XG0	US Treasury Note 2.125% Due 6/30/2022	10,000,000.00	09/11/2019 1.61%	10,141,015.63 10,062,780.93	102.51 0.12%	10,250,780.00 53,418.51	1.45% 187,999.07	Aaa / AA+ AAA	1.25 1.24
912828L57	US Treasury Note 1.75% Due 9/30/2022	8,000,000.00	09/07/2018 2.79%	7,684,062.50 7,883,310.05	102.42 0.14%	8,193,440.00 382.51	1.16% 310,129.95	Aaa / AA+ AAA	1.50 1.49
912828N30	US Treasury Note 2.125% Due 12/31/2022	8,000,000.00	10/03/2018 2.97%	7,730,937.50 7,889,005.20	103.43 0.16%	8,274,376.00 42,734.81	1.17% 385,370.80	Aaa / AA+ AAA	1.75 1.72

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US TREASURY									
912828T91	US Treasury Note 1.625% Due 10/31/2023	10,000,000.00	05/29/2019 2.05%	9,819,921.88 9,894,852.22	103.51 0.26%	10,351,170.00 68,232.04	1.47% 456,317.78	Aaa / AA+ AAA	2.59 2.52
912828V23	US Treasury Note 2.25% Due 12/31/2023	10,000,000.00	06/21/2019 1.80%	10,196,484.38 10,119,485.35	105.33 0.30%	10,532,810.00 56,560.77	1.50% 413,324.65	Aaa / AA+ AAA	2.75 2.67
912828B66	US Treasury Note 2.75% Due 2/15/2024	11,000,000.00	Various 2.21%	11,260,781.25 11,159,908.78	106.93 0.33%	11,762,267.00 37,603.59	1.67% 602,358.22	Aaa / AA+ AAA	2.88 2.78
912828X70	US Treasury Note 2% Due 4/30/2024	11,000,000.00	Various 1.91%	11,046,992.19 11,029,799.55	104.94 0.39%	11,543,125.00 92,375.69	1.64% 513,325.45	Aaa / AA+ AAA	3.08 2.98
912828XX3	US Treasury Note 2% Due 6/30/2024	11,000,000.00	Various 1.74%	11,124,335.94 11,088,893.77	105.05 0.43%	11,555,159.00 55,303.87	1.64% 466,265.23	Aaa / AA+ AAA	3.25 3.15
912828D56	US Treasury Note 2.375% Due 8/15/2024	10,750,000.00	Various 1.56%	11,157,548.83 11,032,132.66	106.40 0.46%	11,437,828.00 31,737.74	1.62% 405,695.34	Aaa / AA+ AAA	3.38 3.25
9128283D0	US Treasury Note 2.25% Due 10/31/2024	11,000,000.00	07/05/2019 1.88%	11,204,960.94 11,138,153.38	106.06 0.54%	11,666,875.00 103,922.65	1.66% 528,721.62	Aaa / AA+ AAA	3.59 3.43
9128283V0	US Treasury Note 2.5% Due 1/31/2025	11,000,000.00	07/30/2019 1.88%	11,356,640.63 11,248,460.23	107.20 0.60%	11,792,341.00 45,580.11	1.67% 543,880.77	Aaa / AA+ AAA	3.84 3.66
912828ZC7	US Treasury Note 1.125% Due 2/28/2025	11,250,000.00	03/18/2020 0.81%	11,423,583.98 11,387,272.56	101.84 0.65%	11,456,977.50 11,005.43	1.62% 69,704.94	Aaa / AA+ AAA	3.92 3.83
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	12,500,000.00	03/26/2021 0.75%	12,218,750.00 12,219,253.13	97.33 0.85%	12,166,012.50 13,121.55	1.72% (53,240.63)	Aaa / AA+ AAA	4.59 4.54
Total US Treasury		142,500,000.00	1.78%	143,302,851.59 143,136,226.30	0.40%	148,020,898.00 612,194.43	20.98% 4,884,671.70	Aaa / AA+ AAA	2.92 2.83
				688,175,367.89		705,836,420.31	100.00%	Aa1 / AA	2.58
TOTAL PORTFOLIO		685,696,497.57	1.77%	687,754,948.16	0.47%	2,474,187.97	18,081,472.15	AAA	2.33
TOTAL MARKET VALUE PLUS ACCRUED						708,310,608.28			

Transaction Ledger

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	01/12/2021	3135G05Y5	1,300,000.00	FNMA Note 0.75% Due 10/8/2027	99.272	0.86%	1,290,536.00	2,518.75	1,293,054.75	0.00
Purchase	01/15/2021	90LAIF\$00	105,722.84	Local Agency Investment Fund State Pool	1.000	0.52%	105,722.84	0.00	105,722.84	0.00
Purchase	01/26/2021	3135G04Z3	5,000,000.00	FNMA Note 0.5% Due 6/17/2025	100.527	0.38%	5,026,350.00	2,708.33	5,029,058.33	0.00
Purchase	01/26/2021	3137EAEU9	8,000,000.00	FHLMC Note 0.375% Due 7/21/2025	99.838	0.41%	7,987,040.00	416.67	7,987,456.67	0.00
Purchase	02/08/2021	89240BAC2	5,805,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	99.981	0.27%	5,803,922.59	0.00	5,803,922.59	0.00
Purchase	02/23/2021	3135G04Z3	7,900,000.00	FNMA Note 0.5% Due 6/17/2025	99.912	0.52%	7,893,032.20	7,241.67	7,900,273.87	0.00
Purchase	02/24/2021	43813GAC5	1,580,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	99.998	0.27%	1,579,971.09	0.00	1,579,971.09	0.00
Purchase	03/04/2021	24422EVN6	4,405,000.00	John Deere Capital Corp Note 0.45% Due 1/17/2024	99.929	0.47%	4,401,872.45	0.00	4,401,872.45	0.00
Purchase	03/10/2021	47788UAC6	2,275,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	99.981	0.37%	2,274,562.75	0.00	2,274,562.75	0.00
Purchase	03/18/2021	808513BN4	3,670,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	99.950	0.77%	3,668,165.00	0.00	3,668,165.00	0.00
Purchase	03/29/2021	91282CAT8	12,500,000.00	US Treasury Note 0.25% Due 10/31/2025	97.750	0.75%	12,218,750.00	12,862.57	12,231,612.57	0.00
Subtotal			52,540,722.84				52,249,924.92	25,747.99	52,275,672.91	0.00
TOTAL ACQUISITIONS			52,540,722.84				52,249,924.92	25,747.99	52,275,672.91	0.00
DISPOSITIONS										
Sale	03/04/2021	313383ZU8	5,000,000.00	FHLB Note 3% Due 9/10/2021	101.513	2.82%	5,075,650.00	72,500.00	5,148,150.00	71,194.71
Subtotal			5,000,000.00				5,075,650.00	72,500.00	5,148,150.00	71,194.71

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DISPOSITIONS										
Paydown	01/15/2021	43815NAC8	0.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	100.000		0.00	9,574.91	9,574.91	0.00
Paydown	01/15/2021	44891RAC4	0.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	100.000		0.00	1,060.83	1,060.83	0.00
Paydown	01/15/2021	477870AC3	0.00	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	100.000		0.00	4,245.04	4,245.04	0.00
Paydown	01/15/2021	47788EAC2	305,304.65	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	100.000		305,304.65	6,447.49	311,752.14	0.00
Paydown	01/15/2021	47789KAC7	0.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	100.000		0.00	3,345.83	3,345.83	0.00
Paydown	01/15/2021	58769EAC2	0.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	100.000		0.00	668.33	668.33	0.00
Paydown	01/15/2021	65479GAD1	306,107.95	Nissan Auto Receivables Trust 2018-B A3 3.06% Due 3/15/2023	100.000		306,107.95	9,059.38	315,167.33	0.00
Paydown	01/15/2021	65479JAD5	0.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		0.00	7,687.83	7,687.83	0.00
Paydown	01/15/2021	89236XAC0	0.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	100.000		0.00	768.54	768.54	0.00
Paydown	01/15/2021	89238TAD5	385,795.61	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	100.000		385,795.61	7,849.55	393,645.16	0.00
Paydown	01/19/2021	43813KAC6	0.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		0.00	1,032.92	1,032.92	0.00
Paydown	01/20/2021	92348AAA3	0.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	100.000		0.00	4,938.92	4,938.92	0.00
Paydown	01/21/2021	43815HAC1	422,786.54	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	100.000		422,786.54	9,130.69	431,917.23	0.00
Paydown	01/22/2021	3137BYPQ7	7,911.82	FHLMC K726 A2 2.905% Due 4/25/2024	100.000		7,911.82	18,827.09	26,738.91	0.00
Paydown	01/25/2021	3137B4WB8	0.00	FHLMC K033 A2Due 7/25/2023	100.000		0.00	16,689.75	16,689.75	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	01/25/2021	3137B5JM6	0.00	FHLMC K034 A2 3.531% Due 7/25/2023	100.000		0.00	7,356.25	7,356.25	0.00
Paydown	01/25/2021	3137B7MZ9	0.00	FHLMC K036 A2Due 10/25/2023	100.000		0.00	28,363.28	28,363.28	0.00
Paydown	01/25/2021	3137BM6P6	0.00	FHLMC K721 A2Due 8/25/2022	100.000		0.00	26,393.75	26,393.75	0.00
Paydown	01/25/2021	3137BYPQ7	0.00	FHLMC K726 A2 2.905% Due 4/25/2024	100.000		0.00	20,144.93	20,144.93	0.00
Paydown	02/16/2021	43815NAC8	0.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	100.000		0.00	9,574.91	9,574.91	0.00
Paydown	02/16/2021	44891RAC4	0.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	100.000		0.00	1,060.83	1,060.83	0.00
Paydown	02/16/2021	477870AC3	0.00	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	100.000		0.00	4,245.04	4,245.04	0.00
Paydown	02/16/2021	47788EAC2	468,604.91	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	100.000		468,604.91	5,663.89	474,268.80	0.00
Paydown	02/16/2021	47789KAC7	0.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	100.000		0.00	3,345.83	3,345.83	0.00
Paydown	02/16/2021	58769EAC2	0.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	100.000		0.00	668.33	668.33	0.00
Paydown	02/16/2021	65479GAD1	294,385.98	Nissan Auto Receivables Trust 2018-B A3 3.06% Due 3/15/2023	100.000		294,385.98	8,278.81	302,664.79	0.00
Paydown	02/16/2021	65479JAD5	0.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		0.00	7,687.83	7,687.83	0.00
Paydown	02/16/2021	89236XAC0	0.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	100.000		0.00	768.54	768.54	0.00
Paydown	02/16/2021	89238TAD5	352,580.11	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	100.000		352,580.11	6,897.91	359,478.02	0.00
Paydown	02/18/2021	43813KAC6	0.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		0.00	1,032.92	1,032.92	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	02/22/2021	43815HAC1	423,248.82	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	100.000		423,248.82	8,091.34	431,340.16	0.00
Paydown	02/22/2021	92348AAA3	0.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	100.000		0.00	4,938.92	4,938.92	0.00
Paydown	02/25/2021	3137B4WB8	0.00	FHLMC K033 A2Due 7/25/2023	100.000		0.00	16,689.75	16,689.75	0.00
Paydown	02/25/2021	3137B5JM6	0.00	FHLMC K034 A2 3.531% Due 7/25/2023	100.000		0.00	7,356.25	7,356.25	0.00
Paydown	02/25/2021	3137B7MZ9	0.00	FHLMC K036 A2Due 10/25/2023	100.000		0.00	28,363.28	28,363.28	0.00
Paydown	02/25/2021	3137BM6P6	40,171.49	FHLMC K721 A2Due 8/25/2022	100.000		40,171.49	26,393.75	66,565.24	0.00
Paydown	02/25/2021	3137BYPQ7	8,234.37	FHLMC K726 A2 2.905% Due 4/25/2024	100.000		8,234.37	20,125.78	28,360.15	0.00
Paydown	03/15/2021	43815NAC8	0.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	100.000		0.00	9,574.91	9,574.91	0.00
Paydown	03/15/2021	44891RAC4	0.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	100.000		0.00	1,060.83	1,060.83	0.00
Paydown	03/15/2021	477870AC3	150,215.86	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	100.000		150,215.86	4,245.04	154,460.90	0.00
Paydown	03/15/2021	47788EAC2	263,786.52	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	100.000		263,786.52	4,461.13	268,247.65	0.00
Paydown	03/15/2021	47789KAC7	0.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	100.000		0.00	3,345.83	3,345.83	0.00
Paydown	03/15/2021	58769EAC2	0.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	100.000		0.00	668.33	668.33	0.00
Paydown	03/15/2021	65479GAD1	250,984.70	Nissan Auto Receivables Trust 2018-B A3 3.06% Due 3/15/2023	100.000		250,984.70	7,528.12	258,512.82	0.00
Paydown	03/15/2021	65479JAD5	0.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		0.00	7,687.83	7,687.83	0.00
Paydown	03/15/2021	89236XAC0	0.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	100.000		0.00	768.54	768.54	0.00

Transaction Ledger

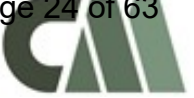
As of March 31, 2021



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	03/15/2021	89238TAD5	327,201.56	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	100.000		327,201.56	6,028.22	333,229.78	0.00
Paydown	03/15/2021	89240BAC2	0.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	100.000		0.00	1,551.22	1,551.22	0.00
Paydown	03/18/2021	43813KAC6	0.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		0.00	1,032.92	1,032.92	0.00
Paydown	03/22/2021	43813GAC5	0.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	100.000		0.00	319.95	319.95	0.00
Paydown	03/22/2021	43815HAC1	363,266.11	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	100.000		363,266.11	7,050.86	370,316.97	0.00
Paydown	03/22/2021	92348AAA3	0.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	100.000		0.00	4,938.92	4,938.92	0.00
Paydown	03/25/2021	3137B4WB8	0.00	FHLMC K033 A2Due 7/25/2023	100.000		0.00	16,689.75	16,689.75	0.00
Paydown	03/25/2021	3137B5JM6	0.00	FHLMC K034 A2 3.531% Due 7/25/2023	100.000		0.00	7,356.25	7,356.25	0.00
Paydown	03/25/2021	3137B7MZ9	0.00	FHLMC K036 A2Due 10/25/2023	100.000		0.00	28,362.96	28,362.96	0.00
Paydown	03/25/2021	3137BM6P6	18,899.05	FHLMC K721 A2Due 8/25/2022	100.000		18,899.05	26,290.31	45,189.36	0.00
Paydown	03/25/2021	3137BYPQ7	10,346.14	FHLMC K726 A2 2.905% Due 4/25/2024	100.000		10,346.14	20,105.83	30,451.97	0.00
Subtotal			4,399,832.19				4,399,832.19	503,836.97	4,903,669.16	0.00
Maturity	01/19/2021	78012KKU0	6,567,000.00	Royal Bank of Canada Note 2.5% Due 1/19/2021	100.000		6,567,000.00	0.00	6,567,000.00	0.00
Maturity	01/25/2021	45950KCM0	4,000,000.00	International Finance Corp Note 2.25% Due 1/25/2021	100.000		4,000,000.00	0.00	4,000,000.00	0.00
Maturity	01/26/2021	55380THN3	4,000,000.00	MUFG Bank Yankee CD 0.22% Due 1/26/2021	100.000		4,000,000.00	3,740.00	4,003,740.00	0.00
Maturity	01/31/2021	912828N89	10,000,000.00	US Treasury Note 1.375% Due 1/31/2021	100.000		10,000,000.00	0.00	10,000,000.00	0.00
Maturity	03/12/2021	3130A0XD7	7,450,000.00	FHLB Note 2.375% Due 3/12/2021	100.000		7,450,000.00	0.00	7,450,000.00	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Maturity	03/23/2021	89114NYD1	6,000,000.00	Toronto Dominion Bank NY Yankee CD 0.25% Due 3/23/2021	100.000		6,000,000.00	3,791.66	6,003,791.66	0.00
Maturity	03/31/2021	912828Q37	10,000,000.00	US Treasury Note 1.25% Due 3/31/2021	100.000		10,000,000.00	0.00	10,000,000.00	0.00
Subtotal			48,017,000.00				48,017,000.00	7,531.66	48,024,531.66	0.00
Security Withdrawal	03/24/2021	90LAIF\$00	8,000,000.00	Local Agency Investment Fund State Pool	1.000		8,000,000.00	0.00	8,000,000.00	0.00
Subtotal			8,000,000.00				8,000,000.00	0.00	8,000,000.00	0.00
TOTAL DISPOSITIONS			65,416,832.19				65,492,482.19	583,868.63	66,076,350.82	71,194.71

Income Earned

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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
FIXED INCOME						
02665WCJ8	American Honda Finance Note 3.45% Due 07/14/2023	Various Various 5,070,000.00	5,071,493.44 0.00 0.00 5,071,439.91	22,836.13 0.00 37,412.38 14,576.25	0.00 53.53 (53.53) 14,522.72	14,522.72
02665WCQ2	American Honda Finance Note 3.625% Due 10/10/2023	10/03/2018 10/10/2018 1,000,000.00	999,572.04 0.00 0.00 999,585.96	14,197.92 0.00 17,218.75 3,020.83	13.92 0.00 13.92 3,034.75	3,034.75
037833AR1	Apple Inc Note 2.85% Due 05/06/2021	06/30/2017 06/30/2017 3,000,000.00	3,004,337.41 0.00 0.00 3,002,300.14	27,312.50 0.00 34,437.50 7,125.00	0.00 2,037.27 (2,037.27) 5,087.73	5,087.73
06051GHF9	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 03/05/2024	Various Various 8,310,000.00	8,359,509.37 0.00 0.00 8,358,114.10	144,224.67 147,502.50 21,305.92 24,583.75	0.00 1,395.27 (1,395.27) 23,188.48	23,188.48
06406RAG2	Bank of NY Mellon Corp Note 3.5% Due 04/28/2023	Various Various 4,280,000.00	4,312,473.60 0.00 0.00 4,311,196.08	51,181.67 0.00 63,665.00 12,483.33	0.00 1,277.52 (1,277.52) 11,205.81	11,205.81
06406RAJ6	Bank of NY Mellon Corp Note 3.45% Due 08/11/2023	Various Various 2,750,000.00	2,761,059.48 0.00 0.00 2,760,675.55	5,270.84 0.00 13,177.09 7,906.25	144.12 528.05 (383.93) 7,522.32	7,522.32
084670BR8	Berkshire Hathaway Callable Note Cont 1/15/2023 2.75% Due 03/15/2023	Various Various 4,232,000.00	4,178,603.07 0.00 0.00 4,180,827.94	53,664.11 58,190.00 5,172.44 9,698.33	2,224.87 0.00 2,224.87 11,923.20	11,923.20
13063DRK6	California State Taxable GO 2.4% Due 10/01/2024	10/16/2019 10/24/2019 4,475,000.00	4,549,642.95 0.00 0.00 4,547,876.59	44,750.00 0.00 53,700.00 8,950.00	0.00 1,766.36 (1,766.36) 7,183.64	7,183.64
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/08/2024	Various Various 8,820,000.00	8,855,510.78 0.00 0.00 8,854,694.14	59,522.75 0.00 75,325.25 15,802.50	0.00 816.64 (816.64) 14,985.86	14,985.86

Income Earned

As of March 31, 2021

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
24422ETG4	John Deere Capital Corp Note 2.8% Due 03/06/2023	Various Various 6,268,000.00	6,185,964.58 0.00 0.00 6,189,424.57	85,314.44 87,752.00 12,187.77 14,625.33	3,459.99 0.00 3,459.99 18,085.32	18,085.32
24422EVN6	John Deere Capital Corp Note 0.45% Due 01/17/2024	03/01/2021 03/04/2021 4,405,000.00	0.00 4,401,872.45 0.00 4,401,955.93	0.00 0.00 1,486.69 1,486.69	83.48 0.00 83.48 1,570.17	1,570.17
3130A0F70	FHLB Note 3.375% Due 12/08/2023	12/28/2018 12/31/2018 7,000,000.00	7,109,069.24 0.00 0.00 7,105,728.19	54,468.75 0.00 74,156.25 19,687.50	0.00 3,341.05 (3,341.05) 16,346.45	16,346.45
3130A0XD7	FHLB Note Due 03/12/2021	02/22/2019 02/25/2019 0.00	7,449,635.29 0.00 7,450,000.00 0.00	83,062.33 88,468.75 0.00 5,406.42	364.71 0.00 364.71 5,771.13	5,771.13
3130A0XE5	FHLB Note 3.25% Due 03/08/2024	02/27/2019 02/28/2019 8,000,000.00	8,148,637.51 0.00 0.00 8,144,460.03	124,944.44 130,000.00 16,611.11 21,666.67	0.00 4,177.48 (4,177.48) 17,489.19	17,489.19
3130A1XJ2	FHLB Note 2.875% Due 06/14/2024	Various Various 11,175,000.00	11,405,031.32 0.00 0.00 11,399,093.80	68,718.49 0.00 95,491.93 26,773.44	0.00 5,937.52 (5,937.52) 20,835.92	20,835.92
3130A2UW4	FHLB Note 2.875% Due 09/13/2024	09/13/2019 09/16/2019 9,350,000.00	9,693,000.85 0.00 0.00 9,684,770.96	125,445.83 134,406.25 13,440.63 22,401.05	0.00 8,229.89 (8,229.89) 14,171.16	14,171.16
3130AAUF3	FHLB Note 2.75% Due 03/13/2026	07/30/2019 07/31/2019 5,430,000.00	5,591,494.04 0.00 0.00 5,588,770.26	69,685.00 74,662.50 7,466.25 12,443.75	0.00 2,723.78 (2,723.78) 9,719.97	9,719.97
3130AB3H7	FHLB Note 2.375% Due 03/08/2024	04/29/2019 04/30/2019 3,000,000.00	3,000,130.57 0.00 0.00 3,000,126.90	34,239.58 35,625.00 4,552.08 5,937.50	0.00 3.67 (3.67) 5,933.83	5,933.83

Income Earned

As of March 31, 2021



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3130ADRG9	FHLB Note 2.75% Due 03/10/2023	01/16/2019 01/17/2019 7,000,000.00	7,005,402.08 0.00 0.00 7,005,175.47	91,437.50 96,250.00 11,229.17 16,041.67	0.00 226.61 (226.61) 15,815.06	15,815.06
3130AF5B9	FHLB Note 3% Due 10/12/2021	10/18/2018 10/19/2018 8,000,000.00	7,997,140.50 0.00 0.00 7,997,534.47	92,666.67 0.00 112,666.67 20,000.00	393.97 0.00 393.97 20,393.97	20,393.97
3130AGFP5	FHLB Note 2.5% Due 06/12/2026	07/30/2019 07/31/2019 5,000,000.00	5,085,566.69 0.00 0.00 5,084,191.59	27,430.56 0.00 37,847.22 10,416.66	0.00 1,375.10 (1,375.10) 9,041.56	9,041.56
313380GJ0	FHLB Note 2% Due 09/09/2022	10/10/2019 10/11/2019 10,000,000.00	10,066,484.02 0.00 0.00 10,062,783.83	95,555.56 100,000.00 12,222.22 16,666.66	0.00 3,700.19 (3,700.19) 12,966.47	12,966.47
313383YJ4	FHLB Note 3.375% Due 09/08/2023	10/29/2018 10/31/2018 7,000,000.00	7,047,743.43 0.00 0.00 7,046,136.44	113,531.25 118,125.00 15,093.75 19,687.50	0.00 1,606.99 (1,606.99) 18,080.51	18,080.51
313383ZU8	FHLB Note Due 09/10/2021	09/07/2018 09/10/2018 0.00	5,004,525.64 0.00 5,004,455.29 0.00	71,250.00 72,500.00 0.00 1,250.00	0.00 70.35 (70.35) 1,179.65	1,179.65
3133EH7F4	FFCB Note 2.35% Due 01/17/2023	01/17/2018 01/17/2018 3,000,000.00	3,000,000.00 0.00 0.00 3,000,000.00	8,616.67 0.00 14,491.67 5,875.00	0.00 0.00 0.00 5,875.00	5,875.00
3135G04Z3	FNMA Note 0.5% Due 06/17/2025	Various Various 12,900,000.00	12,918,849.85 0.00 0.00 12,918,477.42	13,258.33 0.00 18,633.33 5,375.00	137.15 509.58 (372.43) 5,002.57	5,002.57
3135G05X7	FNMA Note 0.375% Due 08/25/2025	Various Various 13,000,000.00	12,947,770.59 0.00 0.00 12,948,759.06	812.50 0.00 4,875.00 4,062.50	988.47 0.00 988.47 5,050.97	5,050.97

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3135G05Y5	FNMA Note 0.75% Due 10/08/2027	Various Various 8,000,000.00	7,986,394.30 0.00 0.00 7,986,569.17	23,666.67 0.00 28,666.66 4,999.99	192.05 17.18 174.87 5,174.86	5,174.86
3135G06G3	FNMA Note 0.5% Due 11/07/2025	Various Various 12,900,000.00	12,867,013.48 0.00 0.00 12,867,610.77	19,529.17 0.00 24,904.16 5,374.99	682.57 85.28 597.29 5,972.28	5,972.28
3135G0S38	FNMA Note 2% Due 01/05/2022	07/30/2018 07/31/2018 2,150,000.00	2,134,969.20 0.00 0.00 2,136,472.28	6,688.89 0.00 10,272.22 3,583.33	1,503.08 0.00 1,503.08 5,086.41	5,086.41
3135G0T45	FNMA Note 1.875% Due 04/05/2022	07/30/2018 07/31/2018 6,000,000.00	5,937,857.14 0.00 0.00 5,942,673.21	45,625.00 0.00 55,000.00 9,375.00	4,816.07 0.00 4,816.07 14,191.07	14,191.07
3135G0U43	FNMA Note 2.875% Due 09/12/2023	09/12/2018 09/14/2018 8,205,000.00	8,187,939.99 0.00 0.00 8,188,511.73	110,739.01 117,946.88 12,449.95 19,657.82	571.74 0.00 571.74 20,229.56	20,229.56
3135G0V75	FNMA Note 1.75% Due 07/02/2024	07/16/2019 07/17/2019 8,250,000.00	8,194,110.67 0.00 0.00 8,195,531.97	23,661.46 0.00 35,692.71 12,031.25	1,421.30 0.00 1,421.30 13,452.55	13,452.55
3135G0W66	FNMA Note 1.625% Due 10/15/2024	Various Various 7,590,000.00	7,595,200.73 0.00 0.00 7,595,078.97	46,594.17 0.00 56,872.30 10,278.13	133.40 255.16 (121.76) 10,156.37	10,156.37
3135G0X24	FNMA Note 1.625% Due 01/07/2025	Various Various 13,785,000.00	13,951,385.64 0.00 0.00 13,947,722.32	33,600.94 0.00 52,268.13 18,667.19	259.42 3,922.74 (3,663.32) 15,003.87	15,003.87
3137B4WB8	FHLMC K033 A2 3.06% Due 07/25/2023	Various Various 6,545,000.00	6,566,871.10 0.00 0.00 6,566,097.12	3,337.95 16,689.75 3,337.95 16,689.75	0.00 773.98 (773.98) 15,915.77	15,915.77

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3137B5JM6	FHLMC K034 A2 3.531% Due 07/25/2023	Various Various 2,500,000.00	2,564,467.93 0.00 0.00 2,562,186.53	7,356.25 7,356.25 7,356.25 7,356.25	0.00 2,281.40 (2,281.40) 5,074.85	5,074.85
3137B7MZ9	FHLMC K036 A2 3.527% Due 10/25/2023	Various Various 9,650,000.00	9,886,409.30 0.00 0.00 9,878,838.34	5,672.60 28,362.96 5,672.60 28,362.96	0.00 7,570.96 (7,570.96) 20,792.00	20,792.00
3137BM6P6	FHLMC K721 A2 3.09% Due 08/25/2022	Various Various 10,190,929.46	10,338,821.10 0.00 18,899.05 10,312,319.13	26,290.31 26,290.31 26,241.64 26,241.64	0.00 7,602.92 (7,602.92) 18,638.72	18,638.72
3137BYPQ7	FHLMC K726 A2 2.905% Due 04/25/2024	04/22/2019 04/25/2019 8,294,991.02	8,342,740.06 0.00 10,346.14 8,331,341.21	20,105.84 20,105.83 20,080.79 20,080.78	0.00 1,052.71 (1,052.71) 19,028.07	19,028.07
3137EAEN5	FHLMC Note 2.75% Due 06/19/2023	07/20/2018 07/23/2018 6,000,000.00	5,985,881.25 0.00 0.00 5,986,402.30	33,000.00 0.00 46,750.00 13,750.00	521.05 0.00 521.05 14,271.05	14,271.05
3137EAEP0	FHLMC Note 1.5% Due 02/12/2025	02/13/2020 02/14/2020 15,235,000.00	15,225,718.09 0.00 0.00 15,225,917.35	12,061.04 0.00 31,104.79 19,043.75	199.26 0.00 199.26 19,243.01	19,243.01
3137EAEU9	FHLMC Note 0.375% Due 07/21/2025	01/25/2021 01/26/2021 8,000,000.00	7,987,309.18 0.00 0.00 7,987,554.60	3,333.33 0.00 5,833.33 2,500.00	245.42 0.00 245.42 2,745.42	2,745.42
3137EAEX3	FHLMC Note 0.375% Due 09/23/2025	Various Various 13,000,000.00	12,964,155.73 0.00 0.00 12,964,822.29	21,125.00 24,104.17 1,083.33 4,062.50	666.56 0.00 666.56 4,729.06	4,729.06
3137EAF2	FHLMC Note 0.25% Due 12/04/2023	12/02/2020 12/04/2020 9,225,000.00	9,216,592.87 0.00 0.00 9,216,851.42	5,573.44 0.00 7,495.31 1,921.87	258.55 0.00 258.55 2,180.42	2,180.42

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369550BE7	General Dynamics Corp Note 3% Due 05/11/2021	Various Various 5,100,000.00	5,100,043.26 0.00 0.00 5,100,024.38	46,750.00 0.00 59,500.00 12,750.00	347.02 365.90 (18.88) 12,731.12	12,731.12
404280BA6	HSBC Holdings PLC Note 3.6% Due 05/25/2023	Various Various 7,000,000.00	6,966,223.34 0.00 0.00 6,967,508.09	67,200.00 0.00 88,200.00 21,000.00	1,611.92 327.17 1,284.75 22,284.75	22,284.75
404280BS7	HSBC Holdings PLC Callable Note 1X 5/18/2023 3.95% Due 05/18/2024	Various Various 1,955,000.00	2,030,516.58 0.00 0.00 2,028,522.53	22,094.22 0.00 28,529.43 6,435.21	0.00 1,994.05 (1,994.05) 4,441.16	4,441.16
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 04/21/2025	02/17/2021 02/24/2021 1,580,000.00	1,579,971.22 0.00 0.00 1,579,972.02	82.95 319.95 118.50 355.50	0.80 0.00 0.80 356.30	356.30
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	09/22/2020 09/29/2020 3,350,000.00	3,349,573.65 0.00 0.00 3,349,586.97	447.60 1,032.92 447.60 1,032.92	13.32 0.00 13.32 1,046.24	1,046.24
43815HAC1	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 08/22/2022	Various Various 2,504,877.58	2,876,651.16 0.00 363,266.11 2,511,880.20	2,350.29 7,050.86 2,052.61 6,753.18	11.29 1,516.14 (1,504.85) 5,248.33	5,248.33
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 08/15/2023	Various Various 6,455,000.00	6,451,440.92 0.00 0.00 6,451,636.90	5,106.62 9,574.91 5,106.62 9,574.91	195.98 0.00 195.98 9,770.89	9,770.89
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 05/15/2025	10/20/2020 10/28/2020 3,350,000.00	3,349,307.88 0.00 0.00 3,349,327.73	565.78 1,060.83 565.78 1,060.83	19.85 0.00 19.85 1,080.68	1,080.68
4581X0CZ9	Inter-American Dev Bank Note 1.75% Due 09/14/2022	08/21/2018 08/23/2018 5,000,000.00	4,919,281.19 0.00 0.00 4,923,733.65	40,590.28 43,750.00 4,131.94 7,291.66	4,452.46 0.00 4,452.46 11,744.12	11,744.12

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459058JL8	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	10/21/2020 10/28/2020 5,915,000.00	5,908,769.94 0.00 0.00 5,908,883.42	10,104.79 0.00 12,569.38 2,464.59	113.48 0.00 113.48 2,578.07	2,578.07
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	07/16/2019 07/24/2019 2,154,784.14	2,304,689.32 0.00 150,215.86 2,154,502.54	2,264.02 4,245.04 2,116.48 4,097.50	29.08 0.00 29.08 4,126.58	4,126.58
47788EAC2	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	Various Various 1,474,315.63	1,740,529.34 0.00 263,786.52 1,476,272.18	2,379.27 4,461.13 2,018.18 4,100.04	7.33 477.97 (470.64) 3,629.40	3,629.40
47788UAC6	John Deere Owner Trust 2021-A A3 0.36% Due 09/15/2025	03/02/2021 03/10/2021 2,275,000.00	0.00 2,274,562.75 0.00 2,274,570.07	0.00 0.00 477.75 477.75	7.32 0.00 7.32 485.07	485.07
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 08/15/2024	03/04/2020 03/11/2020 3,650,000.00	3,649,825.92 0.00 0.00 3,649,830.19	1,784.44 3,345.83 1,784.44 3,345.83	4.27 0.00 4.27 3,350.10	3,350.10
48128BAB7	JP Morgan Chase & Co Callable Note 1X 1/15/2022 2.972% Due 01/15/2023	Various Various 7,750,000.00	7,717,106.97 0.00 0.00 7,717,659.24	29,431.06 0.00 48,625.23 19,194.17	2,309.47 1,757.20 552.27 19,746.44	19,746.44
58769EAC2	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	09/15/2020 09/23/2020 2,005,000.00	2,004,917.50 0.00 0.00 2,004,921.23	356.44 668.33 356.44 668.33	3.73 0.00 3.73 672.06	672.06
594918BP8	Microsoft Callable Note Cont 7/8/2021 1.55% Due 08/08/2021	06/30/2017 06/30/2017 2,000,000.00	1,996,480.00 0.00 0.00 1,997,162.00	1,980.56 0.00 4,563.89 2,583.33	682.00 0.00 682.00 3,265.33	3,265.33
65479GAD1	Nissan Auto Receivables Trust 2018-B A3 3.06% Due 03/15/2023	Various Various 2,701,218.31	2,958,295.82 0.00 250,984.70 2,706,300.77	4,014.99 7,528.12 3,673.65 7,186.78	2.71 1,013.06 (1,010.35) 6,176.43	6,176.43

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65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 07/15/2024	10/16/2019 10/23/2019 4,780,000.00	4,779,819.96 0.00 0.00 4,779,824.49	4,100.18 7,687.83 4,100.18 7,687.83	4.53 0.00 4.53 7,692.36	7,692.36
68389XBK0	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 09/15/2021	04/11/2019 04/15/2019 7,000,000.00	6,972,280.00 0.00 0.00 6,976,620.00	61,327.78 66,500.00 5,911.11 11,083.33	4,340.00 0.00 4,340.00 15,423.33	15,423.33
69353RFE3	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 07/28/2022	Various Various 5,640,000.00	5,593,899.46 0.00 0.00 5,596,654.91	12,666.51 0.00 24,181.51 11,515.00	3,182.72 427.27 2,755.45 14,270.45	14,270.45
69371RP59	Paccar Financial Corp Note 3.4% Due 08/09/2023	08/06/2018 08/09/2018 4,095,000.00	4,094,180.75 0.00 0.00 4,094,209.26	8,508.50 0.00 20,111.00 11,602.50	28.51 0.00 28.51 11,631.01	11,631.01
69371RQ25	Paccar Financial Corp Note 2.15% Due 08/15/2024	08/08/2019 08/15/2019 2,465,000.00	2,461,234.05 0.00 0.00 2,461,326.49	2,355.44 0.00 6,771.90 4,416.46	92.44 0.00 92.44 4,508.90	4,508.90
78013XZU5	Royal Bank of Canada Note 2.55% Due 07/16/2024	12/05/2019 12/09/2019 3,054,000.00	3,085,159.58 0.00 0.00 3,084,376.16	9,734.63 0.00 16,224.38 6,489.75	0.00 783.42 (783.42) 5,706.33	5,706.33
808513AT2	Charles Schwab Corp Callable Note Cont 12/25/2022 2.65% Due 01/25/2023	Various Various 5,580,000.00	5,515,291.72 0.00 0.00 5,518,177.99	14,787.00 0.00 27,109.49 12,322.49	2,886.27 0.00 2,886.27 15,208.76	15,208.76
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 03/18/2024	03/16/2021 03/18/2021 3,670,000.00	0.00 3,668,165.00 0.00 3,668,188.44	0.00 0.00 993.96 993.96	23.44 0.00 23.44 1,017.40	1,017.40
857477AV5	State Street Bank Note 1.95% Due 05/19/2021	Various Various 4,916,000.00	4,906,558.41 0.00 0.00 4,910,263.34	27,160.90 0.00 35,149.40 7,988.50	3,704.93 0.00 3,704.93 11,693.43	11,693.43

Income Earned

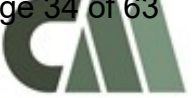
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89114QC48	Toronto Dominion Bank Note 3.5% Due 07/19/2023	07/27/2018 07/31/2018 5,000,000.00	4,993,045.76 0.00 0.00 4,993,293.55	20,416.67 0.00 35,000.00 14,583.33	247.79 0.00 247.79 14,831.12	14,831.12
89114QCB2	Toronto Dominion Bank Note 3.25% Due 03/11/2024	03/26/2019 03/28/2019 1,500,000.00	1,511,603.83 0.00 0.00 1,511,278.59	23,020.83 24,375.00 2,708.33 4,062.50	0.00 325.24 (325.24) 3,737.26	3,737.26
89236TDP7	Toyota Motor Credit Corp Note 2.6% Due 01/11/2022	Various Various 6,750,000.00	6,719,965.71 0.00 0.00 6,722,912.11	24,375.00 0.00 39,000.00 14,625.00	2,946.40 0.00 2,946.40 17,571.40	17,571.40
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 01/15/2025	10/06/2020 10/13/2020 2,635,000.00	2,634,552.98 0.00 0.00 2,634,562.77	409.89 768.54 409.89 768.54	9.79 0.00 9.79 778.33	778.33
89238TAD5	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 09/15/2022	Various Various 2,116,670.29	2,456,832.20 0.00 327,201.56 2,127,277.35	3,215.05 6,028.22 2,784.60 5,597.77	0.00 2,353.29 (2,353.29) 3,244.48	3,244.48
89240BAC2	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 05/15/2025	02/02/2021 02/08/2021 5,805,000.00	5,803,942.59 0.00 0.00 5,803,972.13	964.28 1,551.22 670.80 1,257.74	29.54 0.00 29.54 1,287.28	1,287.28
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 01/21/2025	01/16/2020 01/21/2020 9,485,000.00	9,469,275.46 0.00 0.00 9,469,618.26	21,604.72 0.00 37,808.26 16,203.54	342.80 0.00 342.80 16,546.34	16,546.34
9128283D0	US Treasury Note 2.25% Due 10/31/2024	07/05/2019 07/08/2019 11,000,000.00	11,141,425.16 0.00 0.00 11,138,153.38	82,727.90 0.00 103,922.65 21,194.75	0.00 3,271.78 (3,271.78) 17,922.97	17,922.97
9128283V0	US Treasury Note 2.5% Due 01/31/2025	07/30/2019 07/31/2019 11,000,000.00	11,253,957.92 0.00 0.00 11,248,460.23	22,030.39 0.00 45,580.11 23,549.72	0.00 5,497.69 (5,497.69) 18,052.03	18,052.03

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912828B66	US Treasury Note 2.75% Due 02/15/2024	Various Various 11,000,000.00	11,164,629.90 0.00 0.00 11,159,908.78	11,698.90 0.00 37,603.59 25,904.69	0.00 4,721.12 (4,721.12) 21,183.57	21,183.57
912828D56	US Treasury Note 2.375% Due 08/15/2024	Various Various 10,750,000.00	11,039,231.78 0.00 0.00 11,032,132.66	9,873.96 0.00 31,737.74 21,863.78	0.00 7,099.12 (7,099.12) 14,764.66	14,764.66
912828L57	US Treasury Note 1.75% Due 09/30/2022	09/07/2018 09/10/2018 8,000,000.00	7,876,696.91 0.00 0.00 7,883,310.05	58,461.54 70,000.00 382.51 11,920.97	6,613.14 0.00 6,613.14 18,534.11	18,534.11
912828N30	US Treasury Note 2.125% Due 12/31/2022	10/03/2018 10/04/2018 8,000,000.00	7,883,620.48 0.00 0.00 7,889,005.20	28,176.80 0.00 42,734.81 14,558.01	5,384.72 0.00 5,384.72 19,942.73	19,942.73
912828Q37	US Treasury Note Due 03/31/2021	01/22/2020 01/23/2020 0.00	9,997,455.98 0.00 10,000,000.00 0.00	52,197.80 62,500.00 0.00 10,302.20	2,544.02 0.00 2,544.02 12,846.22	12,846.22
912828T34	US Treasury Note 1.125% Due 09/30/2021	11/26/2019 11/27/2019 7,000,000.00	6,980,009.00 0.00 0.00 6,982,918.49	32,884.62 39,375.00 215.16 6,705.54	2,909.49 0.00 2,909.49 9,615.03	9,615.03
912828T91	US Treasury Note 1.625% Due 10/31/2023	05/29/2019 05/30/2019 10,000,000.00	9,891,395.61 0.00 0.00 9,894,852.22	54,316.30 0.00 68,232.04 13,915.74	3,456.61 0.00 3,456.61 17,372.35	17,372.35
912828V23	US Treasury Note 2.25% Due 12/31/2023	06/21/2019 06/24/2019 10,000,000.00	10,123,174.64 0.00 0.00 10,119,485.35	37,292.82 0.00 56,560.77 19,267.95	0.00 3,689.29 (3,689.29) 15,578.66	15,578.66
912828X70	US Treasury Note 2% Due 04/30/2024	Various Various 11,000,000.00	11,030,620.70 0.00 0.00 11,029,799.55	73,535.91 0.00 92,375.69 18,839.78	0.00 821.15 (821.15) 18,018.63	18,018.63

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912828XG0	US Treasury Note 2.125% Due 06/30/2022	09/11/2019 09/12/2019 10,000,000.00	10,067,058.31 0.00 0.00 10,062,780.93	35,220.99 0.00 53,418.51 18,197.52	0.00 4,277.38 (4,277.38) 13,920.14	13,920.14
912828XX3	US Treasury Note 2% Due 06/30/2024	Various Various 11,000,000.00	11,091,217.30 0.00 0.00 11,088,893.77	36,464.09 0.00 55,303.87 18,839.78	0.00 2,323.53 (2,323.53) 16,516.25	16,516.25
912828ZC7	US Treasury Note 1.125% Due 02/28/2025	03/18/2020 03/19/2020 11,250,000.00	11,390,250.48 0.00 0.00 11,387,272.56	343.92 0.00 11,005.43 10,661.51	0.00 2,977.92 (2,977.92) 7,683.59	7,683.59
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	03/26/2021 03/29/2021 12,500,000.00	0.00 12,218,750.00 0.00 12,219,253.13	0.00 (12,862.57) 13,121.55 258.98	503.13 0.00 503.13 762.11	762.11
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 04/22/2024	10/01/2019 10/08/2019 3,055,000.00	3,054,836.91 0.00 0.00 3,054,841.32	1,810.94 4,938.92 1,810.94 4,938.92	4.41 0.00 4.41 4,943.33	4,943.33
931142EK5	Wal-Mart Stores Callable Note Cont 5/26/2023 3.4% Due 06/26/2023	Various Various 6,575,000.00	6,636,038.27 0.00 0.00 6,633,719.41	40,363.19 0.00 58,992.36 18,629.17	0.00 2,318.86 (2,318.86) 16,310.31	16,310.31
			614,205,371.92	3,080,910.32	68,347.86	
			22,563,350.20	1,738,238.23	111,677.73	
			23,839,155.23	2,401,718.65	(43,329.87)	
Total Fixed Income		610,827,786.43	612,886,237.02	1,059,046.56	1,015,716.69	1,015,716.69

CASH & EQUIVALENT

60934N807	Federated Investors	Various	1,541,590.86	0.00	0.00	69.31
	Govt Oblig Fund Inst.	Various	24,988,876.51	69.31	0.00	
		10,604,153.19	15,926,314.18	0.00	0.00	
			10,604,153.19	69.31	69.31	

Income Earned

As of March 31, 2021



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
89114NYD1	Toronto Dominion Bank NY	12/23/2020	5,999,999.99	2,875.00	0.01	916.67
	Yankee CD	12/23/2020	0.00	3,791.66	0.00	
	Due 03/23/2021	0.00	6,000,000.00	0.00	0.01	
			0.00	916.66	916.67	
			7,541,590.85	2,875.00	0.01	
			24,988,876.51	3,860.97	0.00	
			21,926,314.18	0.00	0.01	
Total Cash & Equivalent		10,604,153.19	10,604,153.19	985.97	985.98	985.98
LOCAL AGENCY INVESTMENT FUND						
90LAIF\$00	Local Agency Investment Fund	Various	72,264,557.95	51,060.51	0.00	21,408.81
	State Pool	Various	0.00	0.00	0.00	
		64,264,557.95	8,000,000.00	72,469.32	0.00	
			64,264,557.95	21,408.81	21,408.81	
			72,264,557.95	51,060.51	0.00	
			0.00	0.00	0.00	
			8,000,000.00	72,469.32	0.00	
Total Local Agency Investment Fund		64,264,557.95	64,264,557.95	21,408.81	21,408.81	21,408.81
			694,011,520.72	3,134,845.83	68,347.87	
			47,552,226.71	1,742,099.20	111,677.73	
			53,765,469.41	2,474,187.97	(43,329.86)	
TOTAL PORTFOLIO		685,696,497.57	687,754,948.16	1,081,441.34	1,038,111.48	1,038,111.48

Cash Flow Report

As of March 31, 2021



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/01/2021	Interest	13063DRK6	4,475,000.00	California State Taxable GO 2.4% Due 10/1/2024	0.00	53,700.00	53,700.00
04/05/2021	Interest	3135G0T45	6,000,000.00	FNMA Note 1.875% Due 4/5/2022	0.00	56,250.00	56,250.00
04/08/2021	Interest	3135G05Y5	8,000,000.00	FNMA Note 0.75% Due 10/8/2027	0.00	29,833.33	29,833.33
04/10/2021	Interest	02665WCQ2	1,000,000.00	American Honda Finance Note 3.625% Due 10/10/2023	0.00	18,125.00	18,125.00
04/12/2021	Interest	3130AF5B9	8,000,000.00	FHLB Note 3% Due 10/12/2021	0.00	120,000.00	120,000.00
04/15/2021	Dividend	90LAIF\$00	6,446,224,372.90	Local Agency Investment Fund State Pool	0.00	72,544.01	72,544.01
04/15/2021	Interest	3135G0W66	7,590,000.00	FNMA Note 1.625% Due 10/15/2024	0.00	61,668.75	61,668.75
04/15/2021	Paydown	47789KAC7	3,650,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	84,222.16	3,345.83	87,567.99
04/15/2021	Paydown	65479JAD5	4,780,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	114,337.45	7,687.83	122,025.28
04/15/2021	Paydown	89238TAD5	2,116,670.29	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	112,835.44	5,221.12	118,056.56
04/15/2021	Paydown	89240BAC2	5,805,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	1,257.75	1,257.75
04/15/2021	Paydown	477870AC3	2,154,784.14	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	63,145.61	3,968.39	67,114.00
04/15/2021	Paydown	58769EAC2	2,005,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	0.00	668.33	668.33
04/15/2021	Paydown	89236XAC0	2,635,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	61,236.51	768.54	62,005.05
04/15/2021	Paydown	44891RAC4	3,350,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	1,060.83	1,060.83
04/15/2021	Paydown	47788EAC2	1,474,315.63	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	70,388.12	3,784.07	74,172.19
04/15/2021	Paydown	65479GAD1	2,701,218.31	Nissan Auto Receivables Trust 2018-B A3 3.06% Due 3/15/2023	324,794.13	6,888.11	331,682.24

Cash Flow Report

As of March 31, 2021

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/15/2021	Paydown	43815NAC8	6,455,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	484,514.34	9,574.92	494,089.26
04/15/2021	Paydown	47788UAC6	2,275,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	0.00	796.25	796.25
04/18/2021	Paydown	43813KAC6	3,350,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	1,032.92	1,032.92
04/19/2021	Paydown	3137BM6P6	0.00	FHLMC K721 A2 3.09% Due 8/25/2022	18,899.05	26,290.31	45,189.36
04/19/2021	Paydown	3137BYPQ7	0.00	FHLMC K726 A2 2.905% Due 4/25/2024	10,346.14	20,105.83	30,451.97
04/19/2021	Paydown	3137B5JM6	0.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	7,356.25	7,356.25
04/20/2021	Paydown	92348AAA3	3,055,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	77,097.18	4,938.92	82,036.10
04/21/2021	Paydown	43813GAC5	1,580,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	355.50	355.50
04/21/2021	Paydown	43815HAC1	2,504,877.58	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	953,511.90	6,157.82	959,669.72
04/25/2021	Interest	3137B7MZ9	9,650,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	28,362.96	28,362.96
04/25/2021	Interest	3137BM6P6	10,190,929.46	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	26,241.64	26,241.64
04/25/2021	Interest	3137BYPQ7	8,294,991.02	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	20,080.79	20,080.79
04/25/2021	Interest	3137B5JM6	2,500,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	7,356.25	7,356.25
04/25/2021	Paydown	3137B4WB8	6,545,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	16,689.75	16,689.75
04/28/2021	Interest	06406RAG2	4,280,000.00	Bank of NY Mellon Corp Note 3.5% Due 4/28/2023	0.00	74,900.00	74,900.00
04/28/2021	Interest	459058JL8	5,915,000.00	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	0.00	14,787.50	14,787.50
04/30/2021	Interest	9128283D0	11,000,000.00	US Treasury Note 2.25% Due 10/31/2024	0.00	123,750.00	123,750.00

Cash Flow Report

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/30/2021	Interest	912828T91	10,000,000.00	US Treasury Note 1.625% Due 10/31/2023	0.00	81,250.00	81,250.00
04/30/2021	Interest	912828X70	11,000,000.00	US Treasury Note 2% Due 4/30/2024	0.00	110,000.00	110,000.00
04/30/2021	Interest	91282CAT8	12,500,000.00	US Treasury Note 0.25% Due 10/31/2025	0.00	15,625.00	15,625.00
APR 2021					2,375,328.03	1,042,424.50	3,417,752.53
05/06/2021	Maturity	037833AR1	3,000,000.00	Apple Inc Note 2.85% Due 5/6/2021	3,000,000.00	42,750.00	3,042,750.00
05/07/2021	Interest	3135G06G3	12,900,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	31,354.16	31,354.16
05/08/2021	Interest	14913Q3B3	8,820,000.00	Caterpillar Finl Service Note 2.15% Due 11/8/2024	0.00	94,815.00	94,815.00
05/11/2021	Maturity	369550BE7	5,100,000.00	General Dynamics Corp Note 3% Due 5/11/2021	5,100,000.00	76,500.00	5,176,500.00
05/15/2021	Paydown	43815NAC8	6,455,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	469,892.70	8,856.22	478,748.92
05/15/2021	Paydown	477870AC3	2,154,784.14	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	63,277.16	3,852.10	67,129.26
05/15/2021	Paydown	47788UAC6	2,275,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	0.00	682.50	682.50
05/15/2021	Paydown	89238TAD5	2,116,670.29	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	113,380.81	4,942.79	118,323.60
05/15/2021	Paydown	89240BAC2	5,805,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	1,257.75	1,257.75
05/15/2021	Paydown	44891RAC4	3,350,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	1,060.83	1,060.83
05/15/2021	Paydown	65479JAD5	4,780,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	114,594.71	7,503.94	122,098.65
05/15/2021	Paydown	89236XAC0	2,635,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	61,087.53	750.68	61,838.21
05/15/2021	Paydown	47788EAC2	1,474,315.63	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	70,728.32	3,603.41	74,331.73

Cash Flow Report

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/15/2021	Paydown	47789KAC7	3,650,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	84,453.76	3,268.63	87,722.39
05/15/2021	Paydown	58769EAC2	2,005,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	0.00	668.33	668.33
05/15/2021	Paydown	65479GAD1	2,701,218.31	Nissan Auto Receivables Trust 2018-B A3 3.06% Due 3/15/2023	309,298.35	6,059.88	315,358.23
05/18/2021	Interest	404280BS7	1,955,000.00	HSBC Holdings PLC Callable Note 1X 5/18/2023 3.95% Due 5/18/2024	0.00	38,611.25	38,611.25
05/18/2021	Paydown	43813KAC6	3,350,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	1,032.92	1,032.92
05/19/2021	Maturity	857477AV5	4,916,000.00	State Street Bank Note 1.95% Due 5/19/2021	4,916,000.00	47,931.00	4,963,931.00
05/20/2021	Paydown	92348AAA3	3,055,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	77,270.65	4,814.28	82,084.93
05/21/2021	Paydown	43813GAC5	1,580,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	355.50	355.50
05/21/2021	Paydown	43815HAC1	2,504,877.58	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	859,578.28	3,813.77	863,392.05
05/25/2021	Interest	3137B5JM6	2,500,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	7,356.25	7,356.25
05/25/2021	Interest	404280BA6	7,000,000.00	HSBC Holdings PLC Note 3.6% Due 5/25/2023	0.00	126,000.00	126,000.00
05/25/2021	Interest	3137BM6P6	10,190,929.46	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	26,241.64	26,241.64
05/25/2021	Interest	3137B7MZ9	9,650,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	28,362.96	28,362.96
05/25/2021	Interest	3137BYPQ7	8,294,991.02	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	20,080.79	20,080.79
05/25/2021	Paydown	3137B4WB8	6,545,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	16,689.75	16,689.75
MAY 2021					15,239,562.27	609,216.33	15,848,778.60
06/04/2021	Interest	3137EAFA2	9,225,000.00	FHLMC Note 0.25% Due 12/4/2023	0.00	11,531.25	11,531.25

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/08/2021	Interest	3130A0F70	7,000,000.00	FHLB Note 3.375% Due 12/8/2023	0.00	118,125.00	118,125.00
06/12/2021	Interest	3130AGFP5	5,000,000.00	FHLB Note 2.5% Due 6/12/2026	0.00	62,500.00	62,500.00
06/14/2021	Interest	3130A1XJ2	11,175,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	160,640.63	160,640.63
06/15/2021	Paydown	477870AC3	2,154,784.14	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	63,408.98	3,735.57	67,144.55
06/15/2021	Paydown	89238TAD5	2,116,670.29	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	113,928.82	4,663.12	118,591.94
06/15/2021	Paydown	89240BAC2	5,805,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	1,257.75	1,257.75
06/15/2021	Paydown	58769EAC2	2,005,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	0.00	668.33	668.33
06/15/2021	Paydown	65479JAD5	4,780,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	114,852.55	7,319.63	122,172.18
06/15/2021	Paydown	43815NAC8	6,455,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	455,235.62	8,159.21	463,394.83
06/15/2021	Paydown	47788EAC2	1,474,315.63	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	71,070.18	3,421.87	74,492.05
06/15/2021	Paydown	47789KAC7	3,650,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	84,686.02	3,191.21	87,877.23
06/15/2021	Paydown	89236XAC0	2,635,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	60,936.88	732.86	61,669.74
06/15/2021	Paydown	44891RAC4	3,350,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	1,060.83	1,060.83
06/15/2021	Paydown	47788UAC6	2,275,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	0.00	682.50	682.50
06/15/2021	Paydown	65479GAD1	2,701,218.31	Nissan Auto Receivables Trust 2018-B A3 3.06% Due 3/15/2023	293,687.41	5,271.17	298,958.58
06/17/2021	Interest	3135G04Z3	12,900,000.00	FNMA Note 0.5% Due 6/17/2025	0.00	32,250.00	32,250.00
06/18/2021	Paydown	43813KAC6	3,350,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	1,032.92	1,032.92

Cash Flow Report

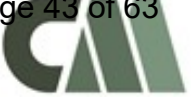
As of March 31, 2021



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/19/2021	Interest	3137EAEN5	6,000,000.00	FHLMC Note 2.75% Due 6/19/2023	0.00	82,500.00	82,500.00
06/20/2021	Paydown	92348AAA3	3,055,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	77,444.51	4,689.36	82,133.87
06/21/2021	Paydown	43813GAC5	1,580,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	355.50	355.50
06/21/2021	Paydown	43815HAC1	2,504,877.58	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	691,787.41	1,700.65	693,488.06
06/25/2021	Interest	3137B7MZ9	9,650,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	28,362.96	28,362.96
06/25/2021	Interest	3137BM6P6	10,190,929.46	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	26,241.64	26,241.64
06/25/2021	Interest	3137BYPQ7	8,294,991.02	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	20,080.79	20,080.79
06/25/2021	Interest	3137B5JM6	2,500,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	7,356.25	7,356.25
06/25/2021	Paydown	3137B4WB8	6,545,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	16,689.75	16,689.75
06/26/2021	Interest	931142EK5	6,575,000.00	Wal-Mart Stores Callable Note Cont 5/26/2023 3.4% Due 6/26/2023	0.00	111,775.00	111,775.00
06/30/2021	Interest	912828N30	8,000,000.00	US Treasury Note 2.125% Due 12/31/2022	0.00	85,000.00	85,000.00
06/30/2021	Interest	912828XX3	11,000,000.00	US Treasury Note 2% Due 6/30/2024	0.00	110,000.00	110,000.00
06/30/2021	Interest	912828V23	10,000,000.00	US Treasury Note 2.25% Due 12/31/2023	0.00	112,500.00	112,500.00
06/30/2021	Interest	912828XG0	10,000,000.00	US Treasury Note 2.125% Due 6/30/2022	0.00	106,250.00	106,250.00
JUN 2021					2,027,038.38	1,139,745.75	3,166,784.13
07/02/2021	Interest	3135G0V75	8,250,000.00	FNMA Note 1.75% Due 7/2/2024	0.00	72,187.50	72,187.50
07/05/2021	Interest	3135G0S38	2,150,000.00	FNMA Note 2% Due 1/5/2022	0.00	21,500.00	21,500.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/07/2021	Interest	3135G0X24	13,785,000.00	FNMA Note 1.625% Due 1/7/2025	0.00	112,003.13	112,003.13
07/11/2021	Interest	89236TDP7	6,750,000.00	Toyota Motor Credit Corp Note 2.6% Due 1/11/2022	0.00	87,750.00	87,750.00
07/14/2021	Interest	02665WCJ8	5,070,000.00	American Honda Finance Note 3.45% Due 7/14/2023	0.00	87,457.50	87,457.50
07/15/2021	Interest	48128BAB7	7,750,000.00	JP Morgan Chase & Co Callable Note 1X 1/15/2022 2.972% Due 1/15/2023	0.00	115,165.00	115,165.00
07/15/2021	Paydown	43815NAC8	6,455,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	440,543.02	7,483.95	448,026.97
07/15/2021	Paydown	477870AC3	2,154,784.14	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	63,541.09	3,618.79	67,159.88
07/15/2021	Paydown	47788EAC2	1,474,315.63	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	71,413.68	3,239.46	74,653.14
07/15/2021	Paydown	44891RAC4	3,350,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	1,060.83	1,060.83
07/15/2021	Paydown	47788UAC6	2,275,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	0.00	682.50	682.50
07/15/2021	Paydown	65479JAD5	4,780,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	115,110.97	7,134.91	122,245.88
07/15/2021	Paydown	89238TAD5	2,116,670.29	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	114,479.48	4,382.09	118,861.57
07/15/2021	Paydown	89240BAC2	5,805,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	1,257.75	1,257.75
07/15/2021	Paydown	47789KAC7	3,650,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	84,918.90	3,113.58	88,032.48
07/15/2021	Paydown	65479GAD1	2,701,218.31	Nissan Auto Receivables Trust 2018-B A3 3.06% Due 3/15/2023	277,960.58	4,522.27	282,482.85
07/15/2021	Paydown	89236XAC0	2,635,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	60,784.53	715.09	61,499.62
07/15/2021	Paydown	58769EAC2	2,005,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	0.00	668.33	668.33
07/16/2021	Interest	78013XZU5	3,054,000.00	Royal Bank of Canada Note 2.55% Due 7/16/2024	0.00	38,938.50	38,938.50

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/17/2021	Interest	3133EH7F4	3,000,000.00	FFCB Note 2.35% Due 1/17/2023	0.00	35,250.00	35,250.00
07/17/2021	Interest	24422EVN6	4,405,000.00	John Deere Capital Corp Note 0.45% Due 1/17/2024	0.00	7,323.31	7,323.31
07/18/2021	Paydown	43813KAC6	3,350,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	1,032.92	1,032.92
07/19/2021	Interest	89114QC48	5,000,000.00	Toronto Dominion Bank Note 3.5% Due 7/19/2023	0.00	87,500.00	87,500.00
07/20/2021	Paydown	92348AAA3	3,055,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	77,618.77	4,564.15	82,182.92
07/21/2021	Interest	90331HPL1	9,485,000.00	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	0.00	97,221.25	97,221.25
07/21/2021	Interest	3137EAEU9	8,000,000.00	FHLMC Note 0.375% Due 7/21/2025	0.00	15,000.00	15,000.00
07/21/2021	Paydown	43813GAC5	1,580,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	355.50	355.50
07/25/2021	Interest	3137B5JM6	2,500,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	7,356.25	7,356.25
07/25/2021	Interest	3137BM6P6	10,190,929.46	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	26,241.64	26,241.64
07/25/2021	Interest	808513AT2	5,580,000.00	Charles Schwab Corp Callable Note Cont 12/25/2022 2.65% Due 1/25/2023	0.00	73,935.00	73,935.00
07/25/2021	Interest	3137BYPQ7	8,294,991.02	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	20,080.79	20,080.79
07/25/2021	Interest	3137B7MZ9	9,650,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	28,362.96	28,362.96
07/25/2021	Paydown	3137B4WB8	6,545,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	16,689.75	16,689.75
07/28/2021	Interest	69353RFE3	5,640,000.00	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	0.00	69,090.00	69,090.00
07/31/2021	Interest	9128283V0	11,000,000.00	US Treasury Note 2.5% Due 1/31/2025	0.00	137,500.00	137,500.00
JUL 2021					1,306,371.02	1,200,384.70	2,506,755.72

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/08/2021	Maturity	594918BP8	2,000,000.00	Microsoft Callable Note Cont 7/8/2021 1.55% Due 8/8/2021	2,000,000.00	15,500.00	2,015,500.00
08/09/2021	Interest	69371RP59	4,095,000.00	Paccar Financial Corp Note 3.4% Due 8/9/2023	0.00	69,615.00	69,615.00
08/11/2021	Interest	06406RAJ6	2,750,000.00	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	0.00	47,437.50	47,437.50
08/12/2021	Interest	3137EAEPO	15,235,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	114,262.50	114,262.50
08/15/2021	Interest	912828B66	11,000,000.00	US Treasury Note 2.75% Due 2/15/2024	0.00	151,250.00	151,250.00
08/15/2021	Interest	69371RQ25	2,465,000.00	Paccar Financial Corp Note 2.15% Due 8/15/2024	0.00	26,498.75	26,498.75
08/15/2021	Interest	912828D56	10,750,000.00	US Treasury Note 2.375% Due 8/15/2024	0.00	127,656.25	127,656.25
08/15/2021	Paydown	43815NAC8	6,455,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	425,814.85	6,830.48	432,645.33
08/15/2021	Paydown	47788UAC6	2,275,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	0.00	682.50	682.50
08/15/2021	Paydown	44891RAC4	3,350,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	1,060.83	1,060.83
08/15/2021	Paydown	47788EAC2	1,474,315.63	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	71,758.84	3,056.17	74,815.01
08/15/2021	Paydown	47789KAC7	3,650,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	85,152.43	3,035.74	88,188.17
08/15/2021	Paydown	65479GAD1	2,701,218.31	Nissan Auto Receivables Trust 2018-B A3 3.06% Due 3/15/2023	262,117.10	3,813.47	265,930.57
08/15/2021	Paydown	89236XAC0	2,635,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	60,630.48	697.36	61,327.84
08/15/2021	Paydown	65479JAD5	4,780,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	115,369.96	6,949.78	122,319.74
08/15/2021	Paydown	89238TAD5	2,116,670.29	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	115,032.80	4,099.71	119,132.51
08/15/2021	Paydown	89240BAC2	5,805,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	1,257.75	1,257.75

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/15/2021	Paydown	477870AC3	2,154,784.14	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	63,673.46	3,501.77	67,175.23
08/15/2021	Paydown	58769EAC2	2,005,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	0.00	668.33	668.33
08/18/2021	Paydown	43813KAC6	3,350,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	1,032.92	1,032.92
08/20/2021	Paydown	92348AAA3	3,055,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	77,793.41	4,438.67	82,232.08
08/21/2021	Paydown	43813GAC5	1,580,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	355.50	355.50
08/25/2021	Interest	3135G05X7	13,000,000.00	FNMA Note 0.375% Due 8/25/2025	0.00	24,375.00	24,375.00
08/25/2021	Interest	3137B7MZ9	9,650,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	28,362.96	28,362.96
08/25/2021	Interest	3137BYPQ7	8,294,991.02	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	20,080.79	20,080.79
08/25/2021	Interest	3137BM6P6	10,190,929.46	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	26,241.64	26,241.64
08/25/2021	Interest	3137B5JM6	2,500,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	7,356.25	7,356.25
08/25/2021	Paydown	3137B4WB8	6,545,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	16,689.75	16,689.75
08/31/2021	Interest	912828ZC7	11,250,000.00	US Treasury Note 1.125% Due 2/28/2025	0.00	63,281.25	63,281.25
AUG 2021					3,277,343.33	780,088.62	4,057,431.95
09/05/2021	Interest	06051GHF9	8,310,000.00	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	0.00	147,502.50	147,502.50
09/06/2021	Interest	24422ETG4	6,268,000.00	John Deere Capital Corp Note 2.8% Due 3/6/2023	0.00	87,752.00	87,752.00
09/08/2021	Interest	3130AB3H7	3,000,000.00	FHLB Note 2.375% Due 3/8/2024	0.00	35,625.00	35,625.00
09/08/2021	Interest	313383YJ4	7,000,000.00	FHLB Note 3.375% Due 9/8/2023	0.00	118,125.00	118,125.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/08/2021	Interest	3130A0XE5	8,000,000.00	FHLB Note 3.25% Due 3/8/2024	0.00	130,000.00	130,000.00
09/09/2021	Interest	313380GJ0	10,000,000.00	FHLB Note 2% Due 9/9/2022	0.00	100,000.00	100,000.00
09/10/2021	Interest	3130ADRG9	7,000,000.00	FHLB Note 2.75% Due 3/10/2023	0.00	96,250.00	96,250.00
09/11/2021	Interest	89114QCB2	1,500,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.00	24,375.00	24,375.00
09/12/2021	Interest	3135G0U43	8,205,000.00	FNMA Note 2.875% Due 9/12/2023	0.00	117,946.88	117,946.88
09/13/2021	Interest	3130AAUF3	5,430,000.00	FHLB Note 2.75% Due 3/13/2026	0.00	74,662.50	74,662.50
09/13/2021	Interest	3130A2UW4	9,350,000.00	FHLB Note 2.875% Due 9/13/2024	0.00	134,406.25	134,406.25
09/14/2021	Interest	4581X0CZ9	5,000,000.00	Inter-American Dev Bank Note 1.75% Due 9/14/2022	0.00	43,750.00	43,750.00
09/15/2021	Interest	084670BR8	4,232,000.00	Berkshire Hathaway Callable Note Cont 1/15/2023 2.75% Due 3/15/2023	0.00	58,190.00	58,190.00
09/15/2021	Maturity	68389XBK0	7,000,000.00	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 9/15/2021	7,000,000.00	66,500.00	7,066,500.00
09/15/2021	Paydown	47789KAC7	3,650,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	85,386.59	2,957.69	88,344.28
09/15/2021	Paydown	89236XAC0	2,635,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	60,474.71	679.68	61,154.39
09/15/2021	Paydown	44891RAC4	3,350,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	1,060.83	1,060.83
09/15/2021	Paydown	47788EAC2	1,474,315.63	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	72,105.68	2,871.99	74,977.67
09/15/2021	Paydown	65479JAD5	4,780,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	115,629.55	6,764.22	122,393.77
09/15/2021	Paydown	43815NAC8	6,455,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	411,051.03	6,198.84	417,249.87
09/15/2021	Paydown	47788UAC6	2,275,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	0.00	682.50	682.50

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/15/2021	Paydown	89238TAD5	2,116,670.29	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	115,588.79	3,815.96	119,404.75
09/15/2021	Paydown	89240BAC2	5,805,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	1,257.75	1,257.75
09/15/2021	Paydown	477870AC3	2,154,784.14	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	63,806.12	3,384.50	67,190.62
09/15/2021	Paydown	58769EAC2	2,005,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	0.00	668.33	668.33
09/15/2021	Paydown	65479GAD1	2,701,218.31	Nissan Auto Receivables Trust 2018-B A3 3.06% Due 3/15/2023	246,156.21	3,145.07	249,301.28
09/18/2021	Interest	808513BN4	3,670,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	0.00	13,762.50	13,762.50
09/18/2021	Paydown	43813KAC6	3,350,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	1,032.92	1,032.92
09/20/2021	Paydown	92348AAA3	3,055,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	77,968.45	4,312.90	82,281.35
09/21/2021	Paydown	43813GAC5	1,580,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	355.50	355.50
09/23/2021	Interest	3137EAEX3	13,000,000.00	FHLMC Note 0.375% Due 9/23/2025	0.00	24,375.00	24,375.00
09/25/2021	Interest	3137B7MZ9	9,650,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	28,362.96	28,362.96
09/25/2021	Interest	3137B5JM6	2,500,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	7,356.25	7,356.25
09/25/2021	Interest	3137BM6P6	10,190,929.46	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	26,241.64	26,241.64
09/25/2021	Interest	3137BYPQ7	8,294,991.02	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	20,080.79	20,080.79
09/25/2021	Paydown	3137B4WB8	6,545,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	16,689.75	16,689.75
09/30/2021	Interest	912828L57	8,000,000.00	US Treasury Note 1.75% Due 9/30/2022	0.00	70,000.00	70,000.00
09/30/2021	Maturity	912828T34	7,000,000.00	US Treasury Note 1.125% Due 9/30/2021	7,000,000.00	39,375.00	7,039,375.00

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SEP 2021					15,248,167.13	1,520,517.70	16,768,684.83
10/01/2021	Interest	13063DRK6	4,475,000.00	California State Taxable GO 2.4% Due 10/1/2024	0.00	53,700.00	53,700.00
10/05/2021	Interest	3135G0T45	6,000,000.00	FNMA Note 1.875% Due 4/5/2022	0.00	56,250.00	56,250.00
10/08/2021	Interest	3135G05Y5	8,000,000.00	FNMA Note 0.75% Due 10/8/2027	0.00	30,000.00	30,000.00
10/10/2021	Interest	02665WCQ2	1,000,000.00	American Honda Finance Note 3.625% Due 10/10/2023	0.00	18,125.00	18,125.00
10/12/2021	Maturity	3130AF5B9	8,000,000.00	FHLB Note 3% Due 10/12/2021	8,000,000.00	120,000.00	8,120,000.00
10/15/2021	Interest	3135G0W66	7,590,000.00	FNMA Note 1.625% Due 10/15/2024	0.00	61,668.75	61,668.75
10/15/2021	Paydown	477870AC3	2,154,784.14	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	63,939.05	3,266.99	67,206.04
10/15/2021	Paydown	89238TAD5	2,116,670.29	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	116,147.46	3,530.85	119,678.31
10/15/2021	Paydown	89240BAC2	5,805,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	1,257.75	1,257.75
10/15/2021	Paydown	58769EAC2	2,005,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	0.00	668.33	668.33
10/15/2021	Paydown	65479JAD5	4,780,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	115,889.71	6,578.25	122,467.96
10/15/2021	Paydown	44891RAC4	3,350,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	1,060.83	1,060.83
10/15/2021	Paydown	47788UAC6	2,275,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	0.00	682.50	682.50
10/15/2021	Paydown	65479GAD1	2,701,218.31	Nissan Auto Receivables Trust 2018-B A3 3.06% Due 3/15/2023	230,077.15	2,517.37	232,594.52
10/15/2021	Paydown	43815NAC8	6,455,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	396,251.45	5,589.12	401,840.57
10/15/2021	Paydown	47788EAC2	1,474,315.63	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	72,454.19	2,686.92	75,141.11

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/15/2021	Paydown	47789KAC7	3,650,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	85,621.40	2,879.42	88,500.82
10/15/2021	Paydown	89236XAC0	2,635,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	60,317.21	662.04	60,979.25
10/18/2021	Paydown	43813KAC6	3,350,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	1,032.92	1,032.92
10/20/2021	Paydown	92348AAA3	3,055,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	78,143.88	4,186.85	82,330.73
10/21/2021	Paydown	43813GAC5	1,580,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	355.50	355.50
10/25/2021	Interest	3137B7MZ9	9,650,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	28,362.96	28,362.96
10/25/2021	Interest	3137BYPQ7	8,294,991.02	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	20,080.79	20,080.79
10/25/2021	Interest	3137BM6P6	10,190,929.46	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	26,241.64	26,241.64
10/25/2021	Interest	3137B5JM6	2,500,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	7,356.25	7,356.25
10/25/2021	Paydown	3137B4WB8	6,545,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	16,689.75	16,689.75
10/28/2021	Interest	06406RAG2	4,280,000.00	Bank of NY Mellon Corp Note 3.5% Due 4/28/2023	0.00	74,900.00	74,900.00
10/28/2021	Interest	459058JL8	5,915,000.00	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	0.00	14,787.50	14,787.50
10/31/2021	Interest	9128283D0	11,000,000.00	US Treasury Note 2.25% Due 10/31/2024	0.00	123,750.00	123,750.00
10/31/2021	Interest	912828T91	10,000,000.00	US Treasury Note 1.625% Due 10/31/2023	0.00	81,250.00	81,250.00
10/31/2021	Interest	912828X70	11,000,000.00	US Treasury Note 2% Due 4/30/2024	0.00	110,000.00	110,000.00
10/31/2021	Interest	91282CAT8	12,500,000.00	US Treasury Note 0.25% Due 10/31/2025	0.00	15,625.00	15,625.00
OCT 2021					9,218,841.50	895,743.28	10,114,584.78

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/07/2021	Interest	3135G06G3	12,900,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	32,250.00	32,250.00
11/08/2021	Interest	14913Q3B3	8,820,000.00	Caterpillar Finl Service Note 2.15% Due 11/8/2024	0.00	94,815.00	94,815.00
11/15/2021	Paydown	58769EAC2	2,005,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	0.00	668.33	668.33
11/15/2021	Paydown	477870AC3	2,154,784.14	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	64,072.25	3,149.24	67,221.49
11/15/2021	Paydown	47789KAC7	3,650,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	85,856.87	2,800.93	88,657.80
11/15/2021	Paydown	65479GAD1	2,701,218.31	Nissan Auto Receivables Trust 2018-B A3 3.06% Due 3/15/2023	213,879.13	1,930.68	215,809.81
11/15/2021	Paydown	89236XAC0	2,635,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	60,157.97	644.45	60,802.42
11/15/2021	Paydown	44891RAC4	3,350,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	1,060.83	1,060.83
11/15/2021	Paydown	47788UAC6	2,275,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	0.00	682.50	682.50
11/15/2021	Paydown	65479JAD5	4,780,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	116,150.47	6,391.86	122,542.33
11/15/2021	Paydown	89238TAD5	2,116,670.29	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	116,708.85	3,244.35	119,953.20
11/15/2021	Paydown	89240BAC2	5,805,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	1,257.75	1,257.75
11/15/2021	Paydown	43815NAC8	6,455,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	381,416.06	5,001.36	386,417.42
11/15/2021	Paydown	47788EAC2	1,474,315.63	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	72,804.38	2,500.96	75,305.34
11/18/2021	Interest	404280BS7	1,955,000.00	HSBC Holdings PLC Callable Note 1X 5/18/2023 3.95% Due 5/18/2024	0.00	38,611.25	38,611.25
11/18/2021	Paydown	43813KAC6	3,350,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	1,032.92	1,032.92
11/20/2021	Paydown	92348AAA3	3,055,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	78,319.70	4,060.52	82,380.22

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/21/2021	Paydown	43813GAC5	1,580,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	355.50	355.50
11/25/2021	Interest	3137B5JM6	2,500,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	7,356.25	7,356.25
11/25/2021	Interest	3137B7MZ9	9,650,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	28,362.96	28,362.96
11/25/2021	Interest	404280BA6	7,000,000.00	HSBC Holdings PLC Note 3.6% Due 5/25/2023	0.00	126,000.00	126,000.00
11/25/2021	Interest	3137BM6P6	10,190,929.46	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	26,241.64	26,241.64
11/25/2021	Interest	3137BY PQ7	8,294,991.02	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	20,080.79	20,080.79
11/25/2021	Paydown	3137B4WB8	6,545,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	16,689.75	16,689.75
NOV 2021					1,189,365.68	425,189.82	1,614,555.50
12/04/2021	Interest	3137EAFA2	9,225,000.00	FHLMC Note 0.25% Due 12/4/2023	0.00	11,531.25	11,531.25
12/08/2021	Interest	3130A0F70	7,000,000.00	FHLB Note 3.375% Due 12/8/2023	0.00	118,125.00	118,125.00
12/12/2021	Interest	3130AGFP5	5,000,000.00	FHLB Note 2.5% Due 6/12/2026	0.00	62,500.00	62,500.00
12/14/2021	Interest	3130A1XJ2	11,175,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	160,640.63	160,640.63
12/15/2021	Paydown	65479JAD5	4,780,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	116,411.81	6,205.05	122,616.86
12/15/2021	Paydown	89238TAD5	2,116,670.29	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	117,272.94	2,956.47	120,229.41
12/15/2021	Paydown	89240BAC2	5,805,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	1,257.75	1,257.75
12/15/2021	Paydown	477870AC3	2,154,784.14	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	64,205.74	3,031.24	67,236.98
12/15/2021	Paydown	58769EAC2	2,005,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	0.00	668.33	668.33

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/15/2021	Paydown	43815NAC8	6,455,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	366,544.80	4,435.58	370,980.38
12/15/2021	Paydown	47788UAC6	2,275,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	0.00	682.50	682.50
12/15/2021	Paydown	44891RAC4	3,350,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	1,060.83	1,060.83
12/15/2021	Paydown	47788EAC2	1,474,315.63	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	73,156.27	2,314.09	75,470.36
12/15/2021	Paydown	47789KAC7	3,650,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	86,092.97	2,722.23	88,815.20
12/15/2021	Paydown	65479GAD1	2,701,218.31	Nissan Auto Receivables Trust 2018-B A3 3.06% Due 3/15/2023	197,561.41	1,385.28	198,946.69
12/15/2021	Paydown	89236XAC0	2,635,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	59,996.97	626.90	60,623.87
12/17/2021	Interest	3135G04Z3	12,900,000.00	FNMA Note 0.5% Due 6/17/2025	0.00	32,250.00	32,250.00
12/18/2021	Paydown	43813KAC6	3,350,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	1,032.92	1,032.92
12/19/2021	Interest	3137EAEN5	6,000,000.00	FHLMC Note 2.75% Due 6/19/2023	0.00	82,500.00	82,500.00
12/20/2021	Paydown	92348AAA3	3,055,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	78,495.91	3,933.91	82,429.82
12/21/2021	Paydown	43813GAC5	1,580,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	355.50	355.50
12/25/2021	Interest	3137B7MZ9	9,650,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	28,362.96	28,362.96
12/25/2021	Interest	3137BYPQ7	8,294,991.02	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	20,080.79	20,080.79
12/25/2021	Interest	3137B5JM6	2,500,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	7,356.25	7,356.25
12/25/2021	Interest	3137BM6P6	10,190,929.46	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	26,241.64	26,241.64
12/25/2021	Paydown	3137B4WB8	6,545,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	16,689.75	16,689.75

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/26/2021	Interest	931142EK5	6,575,000.00	Wal-Mart Stores Callable Note Cont 5/26/2023 3.4% Due 6/26/2023	0.00	111,775.00	111,775.00
12/31/2021	Interest	912828V23	10,000,000.00	US Treasury Note 2.25% Due 12/31/2023	0.00	112,500.00	112,500.00
12/31/2021	Interest	912828N30	8,000,000.00	US Treasury Note 2.125% Due 12/31/2022	0.00	85,000.00	85,000.00
12/31/2021	Interest	912828XG0	10,000,000.00	US Treasury Note 2.125% Due 6/30/2022	0.00	106,250.00	106,250.00
12/31/2021	Interest	912828XX3	11,000,000.00	US Treasury Note 2% Due 6/30/2024	0.00	110,000.00	110,000.00
DEC 2021					1,159,738.82	1,124,471.85	2,284,210.67
01/02/2022	Interest	3135G0V75	8,250,000.00	FNMA Note 1.75% Due 7/2/2024	0.00	72,187.50	72,187.50
01/05/2022	Maturity	3135G0S38	2,150,000.00	FNMA Note 2% Due 1/5/2022	2,150,000.00	21,500.00	2,171,500.00
01/07/2022	Interest	3135G0X24	13,785,000.00	FNMA Note 1.625% Due 1/7/2025	0.00	112,003.13	112,003.13
01/11/2022	Maturity	89236TDP7	6,750,000.00	Toyota Motor Credit Corp Note 2.6% Due 1/11/2022	6,750,000.00	87,750.00	6,837,750.00
01/14/2022	Interest	02665WCJ8	5,070,000.00	American Honda Finance Note 3.45% Due 7/14/2023	0.00	87,457.50	87,457.50
01/15/2022	Call	48128BAB7	2,500,000.00	JP Morgan Chase & Co Callable Note 1X 1/15/2022 2.972% Due 1/15/2023	2,500,000.00	37,150.00	2,537,150.00
01/15/2022	Interest	48128BAB7	5,250,000.00	JP Morgan Chase & Co Callable Note 1X 1/15/2022 2.972% Due 1/15/2023	0.00	78,015.00	78,015.00
01/15/2022	Paydown	477870AC3	2,154,784.14	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	64,339.50	2,912.99	67,252.49
01/15/2022	Paydown	47788EAC2	1,474,315.63	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	73,509.87	2,126.31	75,636.18
01/15/2022	Paydown	65479JAD5	4,780,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	116,673.73	6,017.82	122,691.55
01/15/2022	Paydown	89240BAC2	5,805,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	1,257.75	1,257.75

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/15/2022	Paydown	44891RAC4	3,350,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	1,060.83	1,060.83
01/15/2022	Paydown	47788UAC6	2,275,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	0.00	682.50	682.50
01/15/2022	Paydown	43815NAC8	6,455,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	351,637.56	3,891.88	355,529.44
01/15/2022	Paydown	58769EAC2	2,005,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	0.00	668.33	668.33
01/15/2022	Paydown	89238TAD5	2,116,670.29	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	117,839.75	2,667.20	120,506.95
01/15/2022	Paydown	47789KAC7	3,650,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	86,329.73	2,643.31	88,973.04
01/15/2022	Paydown	65479GAD1	2,701,218.31	Nissan Auto Receivables Trust 2018-B A3 3.06% Due 3/15/2023	181,123.16	881.51	182,004.67
01/15/2022	Paydown	89236XAC0	2,635,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	59,834.20	609.40	60,443.60
01/16/2022	Interest	78013XZU5	3,054,000.00	Royal Bank of Canada Note 2.55% Due 7/16/2024	0.00	38,938.50	38,938.50
01/17/2022	Interest	24422EVN6	4,405,000.00	John Deere Capital Corp Note 0.45% Due 1/17/2024	0.00	9,911.25	9,911.25
01/17/2022	Interest	3133EH7F4	3,000,000.00	FFCB Note 2.35% Due 1/17/2023	0.00	35,250.00	35,250.00
01/18/2022	Paydown	43813KAC6	3,350,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	1,032.92	1,032.92
01/19/2022	Interest	89114QC48	5,000,000.00	Toronto Dominion Bank Note 3.5% Due 7/19/2023	0.00	87,500.00	87,500.00
01/20/2022	Paydown	92348AAA3	3,055,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	78,672.53	3,807.00	82,479.53
01/21/2022	Interest	3137EAEU9	8,000,000.00	FHLMC Note 0.375% Due 7/21/2025	0.00	15,000.00	15,000.00
01/21/2022	Interest	90331HPL1	9,485,000.00	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	0.00	97,221.25	97,221.25
01/21/2022	Paydown	43813GAC5	1,580,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	355.50	355.50

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/25/2022	Interest	3137B7MZ9	9,650,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	28,362.96	28,362.96
01/25/2022	Interest	3137BM6P6	10,190,929.46	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	26,241.64	26,241.64
01/25/2022	Interest	3137BYPQ7	8,294,991.02	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	20,080.79	20,080.79
01/25/2022	Interest	3137B5JM6	2,500,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	7,356.25	7,356.25
01/25/2022	Interest	808513AT2	5,580,000.00	Charles Schwab Corp Callable Note Cont 12/25/2022 2.65% Due 1/25/2023	0.00	73,935.00	73,935.00
01/25/2022	Paydown	3137B4WB8	6,545,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	16,689.75	16,689.75
01/28/2022	Interest	69353RFE3	5,640,000.00	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	0.00	69,090.00	69,090.00
01/31/2022	Interest	9128283V0	11,000,000.00	US Treasury Note 2.5% Due 1/31/2025	0.00	137,500.00	137,500.00
JAN 2022					12,529,960.03	1,189,755.77	13,719,715.80
02/09/2022	Interest	69371RP59	4,095,000.00	Paccar Financial Corp Note 3.4% Due 8/9/2023	0.00	69,615.00	69,615.00
02/11/2022	Interest	06406RAJ6	2,750,000.00	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	0.00	47,437.50	47,437.50
02/12/2022	Interest	3137EAEP0	15,235,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	114,262.50	114,262.50
02/15/2022	Interest	912828B66	11,000,000.00	US Treasury Note 2.75% Due 2/15/2024	0.00	151,250.00	151,250.00
02/15/2022	Interest	912828D56	10,750,000.00	US Treasury Note 2.375% Due 8/15/2024	0.00	127,656.25	127,656.25
02/15/2022	Interest	69371RQ25	2,465,000.00	Paccar Financial Corp Note 2.15% Due 8/15/2024	0.00	26,498.75	26,498.75
02/15/2022	Paydown	89238TAD5	2,116,670.29	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	118,409.32	2,376.52	120,785.84
02/15/2022	Paydown	47788UAC6	2,275,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	0.00	682.50	682.50

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/15/2022	Paydown	477870AC3	2,154,784.14	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	64,473.54	2,794.50	67,268.04
02/15/2022	Paydown	58769EAC2	2,005,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	175,407.39	668.33	176,075.72
02/15/2022	Paydown	43815NAC8	6,455,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	336,694.28	3,370.28	340,064.56
02/15/2022	Paydown	65479JAD5	4,780,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	116,936.25	5,830.17	122,766.42
02/15/2022	Paydown	89240BAC2	5,805,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	1,257.75	1,257.75
02/15/2022	Paydown	44891RAC4	3,350,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	1,060.83	1,060.83
02/15/2022	Paydown	47788EAC2	1,474,315.63	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	73,865.16	1,937.65	75,802.81
02/15/2022	Paydown	47789KAC7	3,650,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	86,567.14	2,564.17	89,131.31
02/15/2022	Paydown	65479GAD1	2,701,218.31	Nissan Auto Receivables Trust 2018-B A3 3.06% Due 3/15/2023	164,563.66	419.64	164,983.30
02/15/2022	Paydown	89236XAC0	2,635,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	59,669.65	591.95	60,261.60
02/18/2022	Paydown	43813KAC6	3,350,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	1,032.92	1,032.92
02/19/2022	Paydown	3137BM6P6	10,190,929.46	FHLMC K721 A2 3.09% Due 8/25/2022	97,087.28	200.00	97,287.28
02/20/2022	Paydown	92348AAA3	3,055,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	78,849.54	3,679.82	82,529.36
02/21/2022	Paydown	43813GAC5	1,580,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	355.50	355.50
02/25/2022	Interest	3135G05X7	13,000,000.00	FNMA Note 0.375% Due 8/25/2025	0.00	24,375.00	24,375.00
02/25/2022	Interest	3137B7MZ9	9,650,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	28,362.96	28,362.96
02/25/2022	Interest	3137BM6P6	10,190,929.46	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	25,991.64	25,991.64

Cash Flow Report

As of March 31, 2021

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/25/2022	Interest	3137BYPQ7	8,294,991.02	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	20,080.79	20,080.79
02/25/2022	Interest	3137B5JM6	2,500,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	7,356.25	7,356.25
02/25/2022	Paydown	3137B4WB8	6,545,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	16,689.75	16,689.75
02/28/2022	Interest	912828ZC7	11,250,000.00	US Treasury Note 1.125% Due 2/28/2025	0.00	63,281.25	63,281.25
FEB 2022					1,372,523.21	751,680.17	2,124,203.38
03/05/2022	Interest	06051GHF9	8,310,000.00	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	0.00	147,502.50	147,502.50
03/06/2022	Interest	24422ETG4	6,268,000.00	John Deere Capital Corp Note 2.8% Due 3/6/2023	0.00	87,752.00	87,752.00
03/08/2022	Interest	3130AB3H7	3,000,000.00	FHLB Note 2.375% Due 3/8/2024	0.00	35,625.00	35,625.00
03/08/2022	Interest	313383YJ4	7,000,000.00	FHLB Note 3.375% Due 9/8/2023	0.00	118,125.00	118,125.00
03/08/2022	Interest	3130A0XE5	8,000,000.00	FHLB Note 3.25% Due 3/8/2024	0.00	130,000.00	130,000.00
03/09/2022	Interest	313380GJ0	10,000,000.00	FHLB Note 2% Due 9/9/2022	0.00	100,000.00	100,000.00
03/10/2022	Interest	3130ADRG9	7,000,000.00	FHLB Note 2.75% Due 3/10/2023	0.00	96,250.00	96,250.00
03/11/2022	Interest	89114QCB2	1,500,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.00	24,375.00	24,375.00
03/12/2022	Interest	3135G0U43	8,205,000.00	FNMA Note 2.875% Due 9/12/2023	0.00	117,946.88	117,946.88
03/13/2022	Interest	3130A2UW4	9,350,000.00	FHLB Note 2.875% Due 9/13/2024	0.00	134,406.25	134,406.25
03/13/2022	Interest	3130AAUF3	5,430,000.00	FHLB Note 2.75% Due 3/13/2026	0.00	74,662.50	74,662.50
03/14/2022	Interest	4581X0CZ9	5,000,000.00	Inter-American Dev Bank Note 1.75% Due 9/14/2022	0.00	43,750.00	43,750.00

Cash Flow Report

As of March 31, 2021

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/15/2022	Interest	084670BR8	4,232,000.00	Berkshire Hathaway Callable Note Cont 1/15/2023 2.75% Due 3/15/2023	0.00	58,190.00	58,190.00
03/15/2022	Paydown	477870AC3	2,154,784.14	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	64,607.86	2,675.76	67,283.62
03/15/2022	Paydown	58769EAC2	2,005,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	173,896.48	609.86	174,506.34
03/15/2022	Paydown	89238TAD5	2,116,670.29	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	118,981.63	2,084.45	121,066.08
03/15/2022	Paydown	47788UAC6	2,275,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	0.00	682.50	682.50
03/15/2022	Paydown	89240BAC2	5,805,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	1,257.75	1,257.75
03/15/2022	Paydown	43815NAC8	6,455,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	321,714.88	2,870.85	324,585.73
03/15/2022	Paydown	47789KAC7	3,650,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	86,805.20	2,484.82	89,290.02
03/15/2022	Paydown	89236XAC0	2,635,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	59,503.29	574.55	60,077.84
03/15/2022	Paydown	44891RAC4	3,350,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	1,060.83	1,060.83
03/15/2022	Paydown	47788EAC2	1,474,315.63	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	74,222.17	1,748.06	75,970.23
03/15/2022	Paydown	65479JAD5	4,780,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	117,199.35	5,642.10	122,841.45
03/18/2022	Interest	808513BN4	3,670,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	0.00	13,762.50	13,762.50
03/18/2022	Paydown	43813KAC6	3,350,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	159,032.50	1,032.92	160,065.42
03/19/2022	Paydown	3137BM6P6	10,190,929.46	FHLMC K721 A2 3.09% Due 8/25/2022	714,994.48	1,472.89	716,467.37
03/20/2022	Paydown	92348AAA3	3,055,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	79,026.96	3,552.34	82,579.30
03/21/2022	Paydown	43813GAC5	1,580,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	355.50	355.50

Cash Flow Report

As of March 31, 2021

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/23/2022	Interest	3137EAEX3	13,000,000.00	FHLMC Note 0.375% Due 9/23/2025	0.00	24,375.00	24,375.00
03/25/2022	Interest	3137B7MZ9	9,650,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	28,362.96	28,362.96
03/25/2022	Interest	3137BM6P6	10,190,929.46	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	24,150.54	24,150.54
03/25/2022	Interest	3137BYPQ7	8,294,991.02	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	20,080.79	20,080.79
03/25/2022	Interest	3137B5JM6	2,500,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	7,356.25	7,356.25
03/25/2022	Paydown	3137B4WB8	6,545,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	16,689.75	16,689.75
03/31/2022	Interest	912828L57	8,000,000.00	US Treasury Note 1.75% Due 9/30/2022	0.00	70,000.00	70,000.00
MAR 2022					1,969,984.80	1,401,468.10	3,371,452.90
TOTAL					66,914,224.20	12,080,686.59	78,994,910.79

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

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

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

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

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

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

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

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



Account #10597

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

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

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PMIA/LAIF Performance Report as of 04/15/21



PMIA Average Monthly Effective Yields⁽¹⁾

Mar	0.357
Feb	0.407
Jan	0.458

Quarterly Performance Quarter Ended 03/31/21

LAIF Apportionment Rate ⁽²⁾ :	0.44
LAIF Earnings Ratio ⁽²⁾ :	0.00001214175683392
LAIF Fair Value Factor ⁽¹⁾ :	1.001269853
PMIA Daily ⁽¹⁾ :	0.35%
PMIA Quarter to Date ⁽¹⁾ :	0.41%
PMIA Average Life ⁽¹⁾ :	220

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 03/31/21 \$126.7 billion

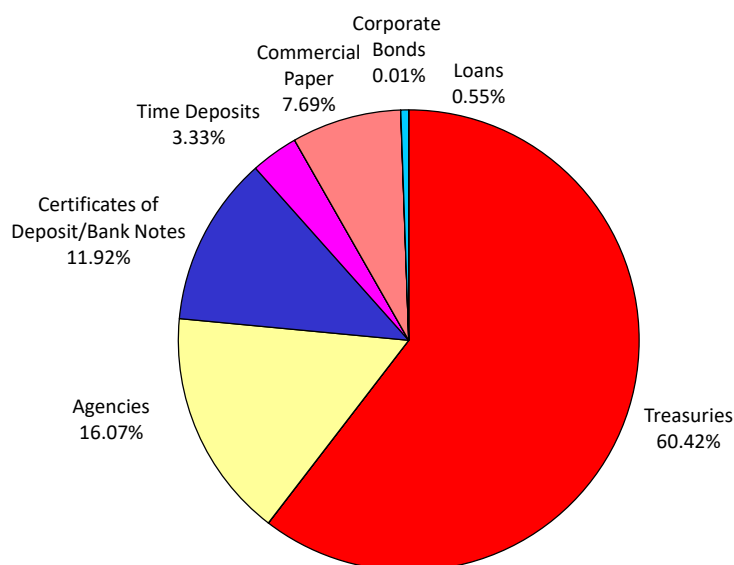


Chart does not include 0.01% of mortgages. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller



City of Sunnyvale

Agenda Item

21-0555

Agenda Date: 6/29/2021

REPORT TO COUNCIL

SUBJECT

Adopt a Resolution Amending the City's Salary Resolution and Schedule of Pay to Increase Salaries for Pay Plan Category C (Public Safety Officers' Association) and Pay Plan Category M (Public Safety Managers' Association) Effective July 11, 2021

BACKGROUND

The 2021-2024 Memorandum of Understanding (MOU) with the Public Safety Officers' Association (PSOA) provides for a salary adjustment effective the first full pay period in July of each year based on market survey data of total compensation for comparable positions in eight Bay Area cities at the rate of 11% above the survey average. PSOA represents Public Safety Officers-in-Training, Public Safety Officers, and Public Safety Lieutenants.

The 2015-2021 MOU with the Public Safety Managers' Association (PSMA) provides that "Members in the bargaining group will receive the same percentage of salary increase or decrease as the Public Safety Officers' Association Lieutenant position." (MOU Section 12.2). PSMA represents Public Safety Captains and Public Safety Deputy Chiefs.

EXISTING POLICY

Council Policy 7.3.1 Legislative Management - Goals and Policies, Goal 7.3D: Maintain a quality work force, consistent with state and federal laws, City Charter, and adopted policies in order to assure that City services are provided in an effective, efficient, and high-quality manner.

The proposed increases are in accordance with the provisions of the MOUs between the City and the PSOA, and the City and PSMA.

ENVIRONMENTAL REVIEW

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

DISCUSSION

The current MOU with PSOA provides specific language (Article 10- Wages) to determine salary adjustments based upon an annual market survey of total compensation for eight Bay Area cities (Alameda, Fremont, Hayward, Milpitas, Mountain View, Richmond, San Leandro, and Santa Clara). The survey formula provides a rate set at 11% above the survey average on total compensation. The survey is conducted during the first 15 days of May, and the salary adjustments are effective the first full pay period in July.

Pursuant to the PSOA MOU, the classification of Public Safety Officer-in-Training is set at 10% below Public Safety Officer 2. The classification of Public Safety Officer 1 is set at 5% above Public Safety Officer-in-Training.

Based on the PSOA and PSMA MOU requirements, and the 2021 compensation survey results (see Attachments 1 and 2), it is recommended that the Schedule of Pay of the Salary Resolution be amended to reflect the new pay rates, increased by the indicated percentages for the following classifications effective July 11, 2021.

Public Safety Officer 2: 3.42%
Public Safety Lieutenant: 3.38%
Public Safety Captain: 3.38%
Public Safety Deputy Chief: 3.38%

As these terms and conditions have been negotiated with both PSOA and PSMA, and the City Council approved the MOUs, this action is recommended to remain compliant with the agreements.

FISCAL IMPACT

The FY 2021/22 Recommended Budget includes assumptions on total compensation increases, including salaries, benefits, and retirement. Salary adjustments also affect salary-related benefits, including retirement. The impact of the survey results and recommended increases are slightly higher than what was budgeted in FY 2021/22 Budget. The impact for FY 2021/22 is estimated to be approximately \$191,000. The one-year impact can be absorbed with the City's operating budget. The total twenty-year impact is approximately \$5.1 million and will be addressed in the FY 2022/23 Budget.

PUBLIC CONTACT

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

RECOMMENDATION

Adopt a Resolution Amending the City's Salary Resolution and the Schedule of Pay to Increase Salaries for Pay Plan Category C (Public Safety Officers Association) and Pay Plan Category M (Public Safety Managers Association) Effective July 11, 2021.

Prepared by: Tina Murphy, Director, Human Resources
Reviewed by: Jaqui Guzmán, Deputy City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. 5/15/2021 PSOA Total Compensation Survey- Public Safety Officer
2. 5/15/2021 PSOA Total Compensation Survey- Public Safety Lieutenant
3. Resolution Amending the Salary Resolution and Schedule of Pay to Increase Salaries for Pay Plan Category C (Public Safety Officers' Association) and Pay Plan Category M (Public Safety Managers' Association).

P\$OA - May 15, 2021

PUBLIC SAFETY OFFICER II, STEP 6 - PROJECTED INCREASE
(compares to Police Officer)

Top 8/ 1.77% PERS EPMC

Current monthly top step salary: | 12,340.78 |

All costs shown in the array represent the maximum monthly agency costs or contributions for the respective benefit.

				BASE PAY	BENEFIT PAY (Maximum Agency Contribution)												TOTAL COMP
		Month(s) Salary Changes	Salary Effective Date	Top-Step Base Salary	City Paid EE PERS	EE PERS % Rate	EPMC %	EPMC \$	Medical	EAP	Dental	Life	LTD	Uniform Allowance	Total Benefits Pay	Base Pay + Benefit Pay	
City	MOU Dates																
Sunnyvale (current)	07/01/15-12/31/20	July	07/12/20	12,340.78	1110.67	9.00% a)	1.77%	218.43	515.00	in med	140.55	17.28	19.00	26.00 b)	2,046.94	14,387.71	
Sunnyvale (new)	07/01/15-12/31/20	July	07/1/21	12,763.30	1148.70	9.00% a)	1.77%	225.91	515.00	in med	180.00	17.40	24.50	26.00 b)	2,137.51	14,900.81	
Alameda	11/1/15-12/18/21	January	1/3/2021	10,488.40	0.00	0.00%			2,115.46	3.78	146.80	8.45	n/a	166.67	2,441.16	12,929.56	
Fremont	07/01/19-06/30/22	July	6/21/2020	11,230.32	0.00	0.00%			2,115.46	4.12	in med	5.30	57.16	145.83	2,327.87	13,558.19	
Hayward	07/01/04-06/30/24	July	7/1/2020	9,970.13	0.00	0.00%			2,115.46	5.00	184.04	n/a	n/a	75.00	2,379.50	12,349.63	
Milpitas	01/01/17-12/31/23	January	1/6/2020	11,462.01	0.00	0.00%			2,115.46	2.18	221.22	7.00	19.50	112.50	2,477.86	13,939.87	
Mountain View	07/01/20-06/30/21	July	7/1/2020	11,789.81	0.00	0.00%			2,115.46	4.13	224.76	66.00	0.00	0.00	2,410.35	14,200.16	
Richmond	07/01/16-06/30/22	July	7/1/2018	9,668.00	0.00	0.00%			2,115.46	3.64	121.70	14.50	25.00	66.67	2,346.97	12,014.97	
San Leandro	01/01/20-12/31/22	July	7/1/2020	10,489.00	0.00	0.00%			2,080.24	3.25	142.55	9.65	n/a	133.33	2,369.02	12,858.02	
Santa Clara	12/23/18-12/18/21	December	12/27/2020	14,451.00	0.00	0.00%			1,015.59	1.15	22.22	2.87	0.00	50.00	1,091.83	15,542.83	

Notes:

0.00

a) amount to be used per MOU.

b) PERSable figure only, not actually paid.

Alameda - next increase unknown, contract expires 12/18/21

Fremont - next salary increase unknown

Hayward - next salary increase on 7/1/21 - 2.5%

Milpitas - delayed scheduled 5% increase on 1/1/21 for 18 months; will receive 2.5% and then another 2.5% 12 months later

Mountain View - next salary increase unknown, contract expires 6/30/21

Richmond - next salary increase 6/16/22 - 1%

San Leandro - next salary increase 7/1/21 - 2.75%

Santa Clara - next salary increase is unknown

Salary Calculation Methodology per MOU

MOU Section

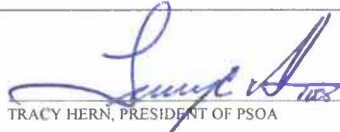
10.6.2	Sunnyvale Current Total Compensation:	14,387.71
10.6.3	Average Total Compensation:	13,424.15
10.6.4	Average Total Compensation + 11%:	14,900.81
10.6.5	Dollar difference between 10.6.4 and 10.6.2:	513.10
10.6.6	Express 10.6.5 as a percentage of 10.6.2:	3.57%
10.6.8a	Percentage to apply to Top-Step Monthly Salary so that 10.6.2 equals 10.6.4:	3.42%

	Old Rate	New Rate
Hourly Salary	71.1968	73.6344
Monthly Salary	12,340.78	12,763.30
Annual Salary	148,089.32	153,159.61


TINA MURPHY, DIRECTOR OF HUMAN RESOURCES

5/18/2021

DATE


TRACY HERN, PRESIDENT OF PSOA

5-18-21
DATE

PSOA - May 15, 2021

PUBLIC SAFETY LIEUTENANT- PROJECTED INCREASE
(compares to Police Sergeant)

Top 8/ 1.77% PERS EPMC

Current monthly top step salary: | 14,537.76 |

All costs shown in the array represent the maximum monthly agency costs or contributions for the respective benefit.

				BASE PAY	BENEFIT PAY (Maximum Agency Contribution)												TOTAL COMP
		Month(s) Salary Changes	Salary Effective Date	Top-Step Base Salary	City Paid EE PERS	EE PERS % Rate	EPMC %	EPMC \$	Medical	EAP	Dental	Life	LTD	Uniform Allowance	Total Benefits Pay	Base Pay + Benefit Pay	
City	MOU Dates																
Sunnyvale (current)	07/01/15-12/31/20	July	07/12/20	14,537.76	1,308.40	9.00% a)	1.77%	257.32	515.00	in med	140.55	20.30	19.00	26.00 b)	2,286.57	16,824.33	
Sunnyvale (new)	07/01/15-12/31/20	July	07/1/21	15,028.68	1,352.58	9.00% a)	1.77%	266.01	515.00	in med	180.00	20.45	24.50	26.00 b)	2,384.54	17,413.22	
Alameda	11/1/15-12/18/21	January	1/3/2021	12,766.00	0.00	0.00%			2,115.46	3.78	146.80	8.45	n/a	166.67	2,441.16	15,207.16	
Fremont	07/01/19-06/30/22	July	6/21/2020	13,496.26	0.00	0.00%			2,115.46	4.12	in med	5.30	57.16	145.83	2,327.87	15,824.13	
Hayward	07/01/04-06/30/24	July	7/1/2020	12,396.80	0.00	0.00%			2,115.46	5.00	184.04	n/a	n/a	75.00	2,379.50	14,776.30	
Milpitas	01/01/17-12/31/23	January	1/6/2020	13,846.41	0.00	0.00%			2,115.46	2.18	221.22	7.00	19.50	112.50	2,477.86	16,324.27	
Mountain View	07/01/20-06/30/21	July	7/1/2020	14,312.44	0.00	0.00%			2,115.46	4.13	224.76	66.00	0.00	0.00	2,410.35	16,722.79	
Richmond	07/01/16-06/30/22	July	7/1/2018	11,519.00	0.00	0.00%			2,115.46	3.64	121.70	14.50	25.00	66.67	2,346.97	13,865.97	
San Leandro	01/01/20-12/31/22	July	7/1/2020	12,586.00	0.00	0.00%			2,080.24	3.25	142.55	9.65	n/a	133.33	2,369.02	14,955.02	
Santa Clara	12/23/18-12/18/21	December	12/27/2020	16,733.25	0.00	0.00%			1,015.59	1.15	22.22	2.87	0.00	50.00	1,091.83	17,825.08	

Notes

0.00

- a) amount to be used per MOU.
b) PERSable figure only, not actually paid.

Alameda - next increase unknown, contract expires 12/18/21

Fremont - next salary increase unknown

Hayward - next salary increase on 7/1/21 - 2.5%

Milpitas - delayed scheduled 5% increase on 1/1/21 for 18 months; will receive 2.5% and then another 2.5% 12 months later

Mountain View - next salary increase unknown, contract expires 6/30/21

San Leandro - next salary increase 7/1/21 - 2.75%

Santa Clara - next salary increase is unknown

Salary Calculation Methodology per MOU

MOU Section

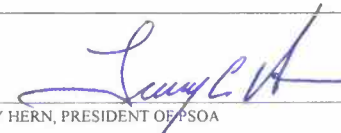
10.6.2	Sunnyvale Current Total Compensation:	16,824.33
10.6.3	Average Total Compensation:	15,687.59
10.6.4	Average Total Compensation + 11%:	17,413.22
10.6.5	Dollar difference between 10.6.4 and 10.6.2:	588.90
10.6.6	Express 10.6.5 as a percentage of 10.6.2:	3.50%
10.6.8a	Percentage to apply to Top-Step Monthly Salary so that 10.6.2 equals 10.6.4:	3.38%

	Old Rate	New Rate
Hourly Salary	83.8717	86.7039
Monthly Salary	14,537.76	15,028.68
Annual Salary	174,453.12	180,344.14


TINA MURPHY, DIRECTOR OF HUMAN RESOURCES

5/18/2021

DATE


TRACY HERN, PRESIDENT OF PSOA

5/18/21
DATE

DRAFT 5/28/2021 MCT

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE AMENDING RESOLUTION NO. 190-05, THE CITY'S SALARY RESOLUTION, TO INCREASE SALARIES FOR PAY PLAN CATEGORY C (CLASSIFIED PUBLIC SAFETY OFFICERS AND LIEUTENANTS) AND PAY PLAN CATEGORY M (PUBLIC SAFETY CAPTAINS AND PUBLIC SAFETY DEPUTY CHIEFS) FOR EMPLOYEES REPRESENTED BY PUBLIC SAFETY OFFICERS ASSOCIATION AND THE PUBLIC SAFETY MANAGER'S ASSOCIATION

WHEREAS, the 2021-2024 Memorandum of Understanding ("MOU") with the Public Safety Officers Association ("PSOA"), which represents Public Safety Officers, Public Safety Officers-in-Training and Public Safety Lieutenants, provides for a salary adjustment based on market survey data of total compensation for comparable positions in eight Bay Area cities at the rate of eleven percent (11%) above the survey average; and

WHEREAS, the 2021-2024 Memorandum of Understanding ("MOU") with the Public Safety Manager's Association ("PSMA") provides that "Members in the bargaining group will receive the same percentage of salary increase or decrease as the Public Safety Officers Association ("PSOA") Lieutenant position"; and

WHEREAS, consistent with the terms of the PSOA and PSMA MOUs, and the 2021 compensation survey results, the City desires to amend the pay (salary) schedules in the City's salary resolution for Pay Plan Category C (Classified Public Safety Officers and Lieutenants), to increase the salaries for Public Safety Officer II by 3.42%, for Public Safety Lieutenant by 3.38%, and for Public Safety Officer in Training and Public Safety Officer I as set forth in the MOU; and 3.38% salary increase for Public Safety Deputy Chief and Captain positions (Pay Plan Category M), effective July 11, 2021.

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

1. Resolution No. 190-05 is hereby amended by amending the salary schedule as set forth in Exhibit "A" attached and incorporated by reference.
2. All other provisions of Resolution No. 190-05 shall remain in full force and effect.
3. The Salary Resolution amendments and pay rates noted above shall be effective July 11, 2021.

Adopted by the City Council of the City of Sunnyvale at a regular meeting held on _____, 20____, 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
Salary Table - PSOA

Regular			Casual/Temporary			Job Title	Range / Scale	Hourly Pay Rates						Annual Range			Effective Date
Job Code	Unit	Pay Cat.	Job Code	Unit	Pay Cat.			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Minimum	Control Point	Maximum	
4601	PSOA	C	n/a	n/a	n/a	Public Safety Lieutenant	309	72.4015	76.0216	79.8227	83.8138	88.0045		150,595	N/A	183,049	7/11/21
4601	PSOA	C	n/a	n/a	n/a	Public Safety Lieutenant (EMT)	309E	75.2976	79.0625	83.0156	87.1664	91.5247		156,619	N/A	190,371	7/11/21
4601	PSOA	C	n/a	n/a	n/a	Public Safety Lieutenant (EMT + Intermediate POST)	309EP	76.0216	79.8227	83.8138	88.0045	92.4047		158,125	N/A	192,202	7/11/21
3002	PSOA	C	n/a	n/a	n/a	Public Safety Officer 1	307	56.6889	59.5233	62.4995	65.6245			117,913	N/A	136,499	7/11/21
3002	PSOA	C	n/a	n/a	n/a	Public Safety Officer 1 (EMT)	307E	58.9565	61.9043	64.9995	68.2495			122,630	N/A	141,959	7/11/21
3003	PSOA	C	n/a	n/a	n/a	Public Safety Officer 1-Trainee	305	53.9894	56.6889	59.5233	62.4995			112,298	N/A	129,999	7/11/21
3003	PSOA	C	n/a	n/a	n/a	Public Safety Officer 1-Trainee (EMT)	305E	56.1490	58.9565	61.9043	64.9995			116,790	N/A	135,199	7/11/21
3001	PSOA	C	n/a	n/a	n/a	Public Safety Officer 2	306	59.9882	62.9876	66.1370	69.4438	72.9160	74.7389	124,775	N/A	155,457	7/11/21
3001	PSOA	C	n/a	n/a	n/a	Public Safety Officer 2 (EMT)	306E	62.3877	65.5071	68.7825	72.2216	75.8327	77.7285	129,766	N/A	161,675	7/11/21
3001	PSOA	C	n/a	n/a	n/a	Public Safety Officer 2 (EMT+ Intermediate POST)	306EP	62.9876	66.1370	69.4438	72.9160	76.5618	78.4758	131,014	N/A	163,230	7/11/21
3006	PSOA	C	n/a	n/a	n/a	Public Safety Officer Academy Attendee/Graduate	305	53.9894	56.6889	59.5233	62.4995			112,298	N/A	129,999	7/11/21
3006	PSOA	C	n/a	n/a	n/a	Public Safety Officer Academy Attendee/Graduate (EMT)	305E	56.1490	58.9565	61.9043	64.9995			116,790	N/A	135,199	7/11/21
3000	PSOA	C	n/a	n/a	n/a	Public Safety Officer-in-Training	305	53.9894	56.6889	59.5233	62.4995			112,298	N/A	129,999	7/11/21
3000	PSOA	C	n/a	n/a	n/a	Public Safety Officer-in-Training (EMT)	305E	56.1490	58.9565	61.9043	64.9995			116,790	N/A	135,199	7/11/21

Notes**PSOA:**

Emergency Medical Technician (EMT) - 4.0%

Emergency Medical Technician (EMT) + Intermediate Peace Office Standards and Training Program (POST) - 5.0%

Donning and Doffing - 1.5%

Assignments of Grade and Pay Ranges to Pay Plan as Referenced in the Salary Resolution**Category C** applies to Public Safety Lieutenants, Public Safety Officers, and Public Safety Officers-in-Training (**PSOA**)

**City of Sunnyvale
Salary Table - PSMA**

Regular			Casual/Temporary			Job Title	Range / Scale	Hourly Pay Rates						Annual Range			Effective Date
Job Code	Unit	Pay Cat.	Job Code	Unit	Pay Cat.			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Minimum	Control Point	Maximum	
0341	Mgmt-PSMA	M	n/a	n/a	n/a	Deputy Chief Public Safety	20PS							213,988	251,751	251,751	7/11/21
0341	Mgmt-PSMA	M	n/a	n/a	n/a	Deputy Chief Public Safety (Graduate Degree)	20PSG							219,338	258,045	258,045	7/11/21
0236	Mgmt-PSMA	M	n/a	n/a	n/a	Public Safety Captain	19PS							191,062	224,779	224,779	7/11/21
0236	Mgmt-PSMA	M	n/a	n/a	n/a	Public Safety Captain (Graduate Degree)	19PSG							195,839	230,399	230,399	7/11/21

Notes**PSMA:**

Educational Incentive: The employee must provide the Department of Human Resources with notification of the degree to establish the educational incentive.
Graduate Degree - 2.5%

Assignments of Grade and Pay Ranges to Pay Plan as Referenced in the Salary Resolution

Category M applies to Public Safety Captain and Deputy Chief of Public Safety (**MGMT-PSMA**)



City of Sunnyvale

Agenda Item

21-0310

Agenda Date: 6/29/2021

REPORT TO COUNCIL

SUBJECT

Award a Contract to Innovative Interfaces, Inc. for Maintenance, Support and Hosting of Integrated Library System (ILS) Software and Add-on Modules (F21-055)

REPORT IN BRIEF

Approval is requested to award a multi-year contract to Innovative Interfaces, Inc. of Chicago, IL, for maintenance, support and hosting services of Integrated Library System (ILS) Software in a not-to-exceed contract amount of \$476,625.27. Approval is also requested to authorize the City Manager to amend this Contract to procure additional modules and services, and to renew the Contract for up to an additional five (5) years, subject to available budget and if pricing and service remain acceptable to the City.

EXISTING POLICY

Pursuant to Section 2.08.040 of the Sunnyvale Municipal Code, Council approval is required for the procurement of goods and/or services greater than \$250,000 in any one transaction.

Further, Section 2.08.070(b)(3) authorizes the purchase of goods and/or services to be exempted from the competitive bidding requirements when the solicitation of bids or proposals would be impractical, unavailing or impossible.

ENVIRONMENTAL REVIEW

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

BACKGROUND AND DISCUSSION

The Sunnyvale Public Library has used Sierra (Innovative Interfaces' system) as the ILS since 2015. The ILS provides core circulation functionality to the library - maintaining the catalog of materials, database of patrons and current status of loaned materials. Additional functionality is provided by additional modules such as 'Link+' which manages inter-library loan program and 'Content Café' which provides a license for supplemental information about library materials. The purchase of these modules occurred at different times, and fees for hosting and maintenance and support costs were managed on individual invoices and purchase orders.

During these economically trying times, Information Technology staff is reviewing the renewal cost for many upcoming items. Innovative Interfaces, Inc. has offered a one-time reduction in total cost in exchange for consolidating all items on a single, four-year contract with negotiated cost increases of 5% per year that can be budgeted for during this period. The expected increase in costs during this four-year contract period is in line with previous contract and current industry average increases. The full list of products that are licensed are listed in the Perpetual and Subscription License Agreements. In addition, staff anticipate an additional module that supports telephone notifications at the Library, iTeva, will be implemented in FY 2021/22 and supported during the term of this Maintenance Contract. The allowance of future amendments to the contract will allow staff to add new modules during the term of the Contract.

Considering the negotiated increase of fees are in line with industry averages and current vendor support is in place, staff determined that this negotiation would result in a similar cost if competition was conducted.

Therefore, staff is requesting an initial 4-year contract term and authorization for the City Manager to amend this Contract and renew the Contract for up to an additional five (5) years, subject to available budget and if pricing and service remain acceptable to the City.

FISCAL IMPACT

Funding is provided by the Technology and Communications Sub-Fund. The increase in pricing is at a standard rate; however, consolidating the services is at an amount that requires Council approval.

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.

RECOMMENDATION

Take the following actions:

- Award a four-year contract to Innovative Interfaces, Inc. for maintenance and support of Integrated Library System (ILS) Software in a not-to-exceed contract amount of \$476,625.27;
- Authorize the City Manager to execute the contract when all necessary conditions have been met; and
- Authorize the City Manager to amend this contract to procure additional modules and services and to renew the Contract for up to an additional five (5) years, subject to available budget and if pricing and services remain acceptable to the City.

Prepared by: Gregory S. Card, Purchasing Officer

Reviewed by: Tim Kirby, Director of Finance

Reviewed by: Kathleen Boutté Foster, Chief Information Officer

Reviewed by: Jaqui Guzmán, Deputy City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Draft Perpetual License Agreement
2. Draft Subscription License Agreement

INNOVATIVE INTERFACES INCORPORATED
PERPETUAL LICENSE AGREEMENT

This Perpetual License Maintenance and Support Agreement is entered into by and between Innovative Interfaces Incorporated, a California corporation ("Innovative"), and the party identified as Client below ("Client"), as of the "Effective Date" also set forth below.

Client	City of Sunnyvale
Address	Sunnyvale Public Library 665 W. Olive Ave. Sunnyvale, CA 94086
Customer No.	CU0947
Effective Date	July 1, 2021
Initial Term	48 Months

1. Definitions.

"GTCs" means the Innovative Interfaces Incorporated Perpetual License Agreement General Terms and Conditions contained in Exhibit B..

"Support Terms" means the Innovative Interfaces Incorporated Maintenance and Support Terms and Conditions contained in Exhibit C.

"Hosting Terms" means the Innovative Interfaces Incorporated Hosting Terms and Conditions contained in Exhibit D.

2. General. Innovative and Client agree that this Perpetual License Agreement ("License Agreement") is a binding agreement between the parties and is governed by (i) the GTCs, (ii) to the extent that the attached Pricing Exhibit indicates that Client has purchased maintenance and support, then the Support Terms and (iii) to the extent that the attached Pricing Exhibit indicates that Client has purchased hosting services, then the Hosting Terms, all of which are made a part hereof. This License Agreement, the GTCs, the Support Terms and Hosting Terms, to the extent specified in the Pricing Exhibit, and all other exhibits, schedules and terms and conditions referenced by or in this License Agreement, the GTCs, Support Terms or Hosting Terms together constitute the "Agreement." Client acknowledges and agrees that it has had the opportunity to review the Agreement, including without limitation, the GTCs, Support Terms and Hosting Terms, prior to the execution of this License Agreement. Innovative recommends that Client print a copy of each component of this Agreement for Client's records. Unless otherwise specified, capitalized terms in this License Agreement have the same meaning as those in the GTCs. This Agreement is governed by and interpreted in accordance with the internal substantive laws of California, without regard to any other laws that would require the application of the laws of another jurisdiction. Application of the U.N. Convention on Contracts for the International Sale of Goods is hereby excluded.

In consideration of Innovative's continued grant to Client of licenses to the software identified as Currently Licensed Software in Exhibit A, Client acknowledges and the parties agree that any and all existing agreements between the parties relative to the software identified as Currently Licensed Software in Exhibit A and executed prior to the date hereof ("Prior Agreements"), shall be deemed immediately terminated by the parties' mutual agreement and any software currently licensed by Innovative for use by Library under such Prior Agreements will be licensed under the terms of this Agreement. To the extent Client remains in possession of any proprietary Innovative documentation or materials subject to the Prior Agreements the Client agrees that it shall continue to keep such documentation and materials confidential pursuant to the terms of this Agreement.

EXHIBITS TO LICENSE AGREEMENT

A	PRICING EXHIBIT
B	GENERAL TERMS AND CONDITIONS
C	MAINTENANCE AND SUPPORT TERMS AND CONDITIONS
D	HOSTING TERMS AND CONDITIONS

In witness whereof, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

Client	Innovative
City of Sunnyvale	Innovative Interfaces Incorporated
By:	By: <i>Hilary Newman</i>
Name:	Name: HILARY NEWMAN
Title:	Title: SVP Library Services
Date:	Date: Jun 18, 2021

**Exhibit A
Pricing Exhibit**

1. **Fees.** All Fees must be paid to Innovative within 30 days following receipt of the invoice. Upon Client request, Innovative may prorate Client's Fees to align Client's products to a single annual billing cycle.
2. **One Time Credit.** Contingent upon Client's payment of all 2020 – 2021 Fees, Innovative will apply a one-time credit of \$4,195.55 to Client's account. This one-time credit will be issued alongside the 2021 – 2022 annual invoice.
3. **Term.** This Agreement will continue in effect until amended or terminated in accordance with the GTCs. Subject to the early termination provisions set forth therein, the Support Terms and the Hosting Terms will continue in effect for an initial term of four (4) years (the "Initial Term") and will be automatically renewed for additional one (1) year terms (each, a "Renewal Term" and, together with the Initial Term, the "Term"), unless either party gives the other not less than ninety (90) days' prior written notice of its intent to terminate the Support Terms and/or the Hosting Terms effective as of the end of the then-current Term therefor. Beginning in Year 2, and thereafter, Innovative will have the right to increase rates for services being renewed by 5% over the previous year.

Currently Licensed Software

Product Description	Qty	Contract Item Start Date
Sierra Maintenance Renewal	1	July 1 through June 30
SIP2 Interface	1	July 1 through June 30
Staff User Licenses	60	July 1 through June 30
Unlimited Web OPAC user licenses	1	July 1 through June 30
SIP2 Interface	8	July 1 through June 30
Telephone Renewal System	1	July 1 through June 30
Authority Control Option	1	July 1 through June 30
WebPAC Pro	1	July 1 through June 30
Automatic Authorities Processing	1	July 1 through June 30
Resequence attached records by location	1	July 1 through June 30
Synchronize bibliographic locations	1	July 1 through June 30
Scoping	1	July 1 through June 30
Web OPAC Menus (Spanish)	1	July 1 through June 30
Web OPAC Menus (Chinese)	1	July 1 through June 30
Indexing and Normalization Languages (Chinese)	1	July 1 through June 30
Indexing and Normalization Languages (Japanese)	1	July 1 through June 30
Indexing and Normalization Languages (Korean)	1	July 1 through June 30
Reports	1	July 1 through June 30
Cataloging	1	July 1 through June 30
File Transfer Software	1	July 1 through June 30
OCLC Interactive Via the Network	1	July 1 through June 30
Z39.50 Client / Client Broadcast / Server	1	July 1 through June 30
Web Access Management	1	July 1 through June 30
URL checker	1	July 1 through June 30
OPAC Export	1	July 1 through June 30
WebBridge	1	July 1 through June 30
AirPAC	1	July 1 through June 30
Research Pro	1	July 1 through June 30
Community Information Database option	1	July 1 through June 30
Circulation	1	July 1 through June 30
Sierra Inventory Control	1	July 1 through June 30
Sierra Patron API	1	July 1 through June 30
Sierra Classic Collection Agency	1	July 1 through June 30
Sierra Homebound Patron / Remote Patron	1	July 1 through June 30
Circ Notices via E-Mail Option	1	July 1 through June 30
Acquisitions Module	1	July 1 through June 30
Electronic Serials Invoicing	1	July 1 through June 30
Serials	1	July 1 through June 30
Electronic claiming of serial issues	1	July 1 through June 30
SISAC Checkin	1	July 1 through June 30
Unlimited Data License	1	July 1 through June 30

Sierra Additional Review Files	2	July 1 through June 30
Ecommerce	1	July 1 through June 30
Online Patron Registration	1	July 1 through June 30
RSS FeedBuilder	1	July 1 through June 30
My Record Feeds	1	July 1 through June 30
Community Reviews	1	July 1 through June 30
Spell Check (English)	1	July 1 through June 30
Sierra EDI / EDIFACT Ordering / Invoicing	1	July 1 through June 30
Held Item Delivery	1	July 1 through June 30
RFID / Item Status API	1	July 1 through June 30
Teleforms	1	July 1 through June 30
Advanced Keyword Index Method II	1	July 1 through June 30
Classic Fines Payment API	1	July 1 through June 30

[APPROVED SOFTWARE LICENSE QUOTE FOLLOWS THIS PAGE]

Date	6/12/2020
Quote #	EST-INC12005
Payment Terms	Net 30
Overall Contract Term (Months)	48
Contract Start Date	7/1/2021
Contract End Date	6/30/2025
Sales Rep	CR Manager
Site Code	svale
Expires	7/31/2021

Innovative Interfaces Incorporated
1900 Powell St.
Suite 400
Emeryville CA 94608
United States

Bill To

City of Sunnyvale
Accounts Payable
Finance Department
P.O. Box 3707
Sunnyvale CA 94088-3707
United States

Ship To

Christine Bassett
Sunnyvale Public Library
665 W. Olive Ave.
Sunnyvale CA 94086
United States

Currency

US Dollar

Item	Item Category	Qty	Description	Options	Original Rate	Discounted ...	Amount
Sierra Maintenance Renewal	Maintenance	1	Sierra Maintenance				57,260.09
SIP2 Interface Maintenance	Maintenance	9	SIP2 Interface Maintenance				0.00
Staff User Licenses Maintenance	Maintenance	60	Additional Staff User Licenses Maintenance				0.00
Unlimited Web OPAC user licenses	Maintenance	1	Unlimited Web OPAC user licenses				0.00
Telephone Renewal System	Maintenance	1	Telephone Renewal System				0.00
Authority Control Option	Maintenance	1	Authority Control Option				0.00
WebPAC Pro	Maintenance	1	WebPAC Pro				0.00
Automatic Authorities Processing	Maintenance	1	Automatic Authorities Processing				0.00
Resequence attached records by location	Maintenance	1	Resequence attached records by location				0.00
Synchronize bibliographic locations	Maintenance	1	Synchronize bibliographic locations				0.00
Scoping	Maintenance	1	Scoping Maintenance				0.00
Web OPAC Menus (Languages)	Maintenance	1	Web OPAC Menus (Languages)	Language s: Spanish			0.00
Web OPAC Menus (Languages)	Maintenance	1	Web OPAC Menus (Languages)	Language s: Chinese			0.00
Indexing and Normalization Languages	Maintenance	1	Indexing and Normalization Languages	Language s: Chinese			0.00
Indexing and Normalization Languages	Maintenance	1	Indexing and Normalization Languages	Language s: Japanese			0.00
Indexing and Normalization Languages	Maintenance	1	Indexing and Normalization Languages	Language s: Korean			0.00
Reports	Maintenance	1	Reports				0.00
Cataloging	Maintenance	1	Cataloging				0.00

Innovative Interfaces Incorporated
1900 Powell St.
Suite 400
Emeryville CA 94608
United States

Item	Item Category	Qty	Description	Options	Original Rate	Discounted ...	Amount
File Transfer Software	Maintenance	1	File Transfer Software				0.00
OCLC Interactive Via the Network	Maintenance	1	OCLC Interactive Via the Network				0.00
Z39.50 Client / Client Broadcast / Server	Maintenance	1	Z39.50 Client / Client Broadcast / Server				0.00
Web Access Management	Maintenance	1	Web Access Management				0.00
URL checker	Maintenance	1	URL checker				0.00
OPAC Export	Maintenance	1	OPAC Export				0.00
WebBridge	Maintenance	1	WebBridge				0.00
AirPAC	Maintenance	1	AirPAC				0.00
Research Pro	Maintenance	1	Research Pro				0.00
Community Information Database option	Maintenance	1	Community Information Database option				0.00
Circulation	Maintenance	1	Circulation				0.00
Sierra Inventory Control Maintenance	Maintenance	1	Sierra Inventory Control Maintenance				0.00
Sierra Patron API Maintenance	Maintenance	1	Sierra Patron API Maintenance				0.00
Sierra Classic Collection Agency Maintenance	Maintenance	1	Sierra Classic Collection Agency Maintenance				0.00
Sierra Homebound Patron / Remote Patron Maint.	Maintenance	1	Sierra Homebound Patron / Remote Patron Maint.				0.00
Circ Notices via E-Mail Option	Maintenance	1	Circ Notices via E-Mail Option				0.00
Acquisitions Module Maintenance	Maintenance	1	Acquisitions Module Maintenance				0.00
Electronic Serials Invoicing	Maintenance	1	Electronic Serials Invoicing				0.00
Serials	Maintenance	1	Serials				0.00
Electronic claiming of serial issues	Maintenance	1	Electronic claiming of serial issues				0.00
SISAC Checkin	Maintenance	1	SISAC Checkin				0.00
Unlimited Data License	Maintenance	1	Unlimited Data License				0.00
Sierra Additional Review Files Maintenance	Maintenance	2	Sierra Additional Review Files Maintenance				0.00
Ecommerce	Maintenance	1	Ecommerce				0.00
Online Patron Registration	Maintenance	1	Online Patron Registration Maintenance				0.00

Date
Quote #

6/12/2020
EST-INC12005

Innovative Interfaces Incorporated
1900 Powell St.
Suite 400
Emeryville CA 94608
United States

Item	Item Category	Qty	Description	Options	Original Rate	Discounted ...	Amount
Maintenance							
RSS FeedBuilder	Maintenance	1	RSS FeedBuilder				0.00
My Record Feeds	Maintenance	1	My Record Feeds				0.00
Community Reviews	Maintenance	1	Community Reviews				0.00
Spell Check	Maintenance	1	Spell Check	Language s: English			0.00
Sierra EDI / EDIFACT Ordering / Invoicing Maint.	Maintenance	1	Sierra EDI / EDIFACT Ordering / Invoicing Maint.				0.00
Held Item Delivery Maintenance	Maintenance	1	Held Item Delivery				0.00
RFID / Item Status API Maintenance	Maintenance	1	RFID/Item Status API Maintenance				0.00
Teleforms	Maintenance	1	Teleforms				0.00
Advanced Keyword Index Method II	Maintenance	1	Advanced Keyword Index Method II				0.00
Classic Fines Payment API Maintenance	Maintenance	1	Classic Fines Payment API Maintenance				0.00
			Year 1 of 4 1 July 2021 - 30 June 2022				
			Year 2 of 4: \$60,123.09				
			Year 3 of 4: \$63,129.24				
			Year 4 of 4: \$66,285.70				

Total Fees US\$57,260.09

Exhibit B
Innovative Interfaces Incorporated
Perpetual License Agreement
General Terms and Conditions

The parties agree that their contractual relationship with respect to the Software will be governed by the terms and conditions of (1) this Perpetual License Agreement General Terms and Conditions ("GTCs"), (2) the applicable Innovative Interfaces Incorporated Perpetual License Agreement(s) (each, a "License Agreement"), (3) the Innovative Interfaces Incorporated Maintenance and Support Terms ("Support Terms"), if applicable, (4) the Innovative Interfaces Incorporated Hosting Terms ("Hosting Terms"), if applicable, and (5) all other applicable exhibits, schedules and terms and conditions referenced by or in the GTCs, License Agreement(s), Support Terms and Hosting Terms. Each License Agreement, together with the terms and conditions of this GTC, Support Terms and Hosting Terms and all applicable exhibits or schedules incorporated by reference or referenced therein will constitute and be construed as a separate agreement. Unless otherwise specified, capitalized terms in these GTCs have the same meaning as those in the License Agreement.

1. Software License.

a. Subject to the terms and conditions of this Agreement, including without limitation Client's payment of all of the Fees (defined below) due hereunder, Innovative hereby grants to Client a limited, nonexclusive, non-sub-licensable, nontransferable license to use the components of its software applications, modules, and other products that are listed in the Pricing Exhibit to the License Agreement (collectively, the "Software"). The license granted in the preceding sentence will be perpetual, subject to termination only as expressly specified hereunder.

b. Client and, where applicable, its Authorized Users (defined below) may use the Software (including any Client Configurations) (i) only for the management of the library and for servicing its patrons (including permitting Authorized Users to search library catalogues), and not on an outsourced basis, as a service bureau, for resale, or similarly on behalf of or for the direct or indirect benefit of third parties, and (ii) only in accordance with the other terms of this Agreement. Client will be responsible for its Authorized Users' compliance with the terms hereof. Without limiting the foregoing, Client agrees that it and its Authorized Users will: (i) comply with all applicable laws regarding the transmission of data, including, without limitation, any applicable export control and data protection laws; and (ii) not use the Software for illegal purposes.

c. Subject to Section 11 (Client Configurations), other than Innovative, no one is permitted to copy, modify, reverse engineer, decompile, or disassemble the Software, create derivative works thereof, or separate the Software into its component files. All rights to the Software that are granted to Client in this Agreement are limited to the object code versions of the Software and in no event will Client be deemed to have any right, title or interest in the source code of the Software. Despite the perpetual nature of the limited license to the Software granted hereunder, Client acknowledges that all copies of the Software and associated Innovative documentation and materials shall be returned to Innovative upon termination of the Agreement for any reason.

d. The Software may be used by the base number of Client's worldwide employees, third-party auditors, agents and contractors ("Authorized Users") set forth in the Pricing Exhibit to the License Agreement for such Software and such additional Authorized Users as may be hereafter identified to Innovative by Client for which Client pays the additional Fees referred to in Section 4(a) of this Agreement. Each Authorized User license is allocable to a single full-time user of the Software and may be transferred to another user only on a full-time basis. Authorized User license(s) may not be shared on a part time or concurrent user basis.

e. Except to the extent set forth in the Support Terms, the license granted to Client pursuant to this Agreement does not include license to use all scheduled major releases of new products, service pack releases, and hot fixes of the Software offered generally by Innovative to its clients during the term of this Agreement (collectively, "New Releases"). Even if New Releases are provided to Client pursuant to active Support Terms, "New Releases" do not include new or additional modules, applications or other software now or hereafter offered by Innovative, each of which require a separate license and payment of additional license fees. The term "Software" will be deemed to include New Releases that have been provided to Client pursuant to active Support Terms. Additional fees at Innovative's then-prevailing professional service rates will apply for implementation of New Releases.

f. Innovative offers maintenance and support for the Software for an additional fee pursuant to the Support Terms.

g. The license granted hereunder grants Client the right to use a single production instance (copy) of the licensed Software and up to two (2) additional instances (copies) of the Software for non-production use at no additional charge. All copies of the Software are subject to the terms of this Agreement. Non-production use includes training, development, testing, quality assurance, staging or preproduction provided that the copies of the Software are not used in a production environment or as a backup to production. Except to the extent expressly set forth in a License Agreement, this license grant does not provide Client with any rights to hosting services.

2. **Acceptance.** Following the execution of the Agreement by the parties, Innovative will deliver the Software, in its preconfigured, out-of-the box format, to Client (i) via the Internet, if Client has purchased hosting services from Innovative pursuant to the Hosting Terms or (ii) by making it available to Client to download via an FTP site, if Client has not purchased hosting services from Innovative pursuant to the Hosting Terms. Client will be deemed to have accepted the Software upon initial delivery.

3. **Ownership.**

a. All Intellectual Property Rights (defined below) in the Software and also including, without limitation, all improvements, enhancements, modifications, Client-specific upgrades, or updates to the Software, developed by either party, solely or jointly (collectively, "Innovative Products"), will remain the exclusive, sole and absolute property of Innovative or the third parties from whom Innovative has obtained the right to use the Innovative Products. Intellectual property created by Innovative pursuant to this Agreement, or any other party at the request or direction of Innovative, will be owned by Innovative. "Intellectual Property Rights" means any and all intellectual property rights existing from time to time under any law or regulation, including without limitation, patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, or privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations of any of the foregoing, now or hereafter in force and effect worldwide. Client hereby assigns to Innovative all right, title and interest in any feedback and suggestions it provides to Innovative regarding the Software or other products commercialized by Innovative now or in the future. This Agreement does not convey to the Client any interest in or to the Innovative Products or any associated Intellectual Property Rights, but only a limited right to use the Software to the extent set forth in this Agreement, which right is subject to the limitations, restrictions, and requirements contained herein. If Client configures or otherwise modifies the Software using an API licensed hereunder, Client will also have a license to use such configurations or modifications as part of the Software on the terms set forth in Section 1. Rights not expressly granted to the Client are hereby expressly reserved by Innovative.

b. For purpose of this Agreement, as between Innovative and Client, any Intellectual Property Rights in the Innovative Products to the extent owned by any third party will be and remain the exclusive property of such third party. The Software may include third-party software and products, which are described in the documentation and/or Specifications made available to Client by Innovative, and any third-party pass-through terms relating to such third-party software and products are identified therein (or by other mode of disclosure).

c. Except as expressly stated herein, Client will exclusively have and retain all right, title and interest, including all associated Intellectual Property Rights, in and to data that Client enters into the Software or disclosed by Client to Innovative in its performance hereunder ("Client Data"), and, as between Client and Innovative, such Client Data will remain the sole property of Client. Client hereby grants to Innovative a license to use Client Data (i) to process the Client Data pursuant to Client's business requirements, (ii) for maintenance and support of the Software, (iii) to collect and use aggregate, non-identifying and anonymized data, and (iv) for research and development purposes. Client acknowledges and agrees that it will have no rights in any products or services created or sold by Innovative or its affiliates that use any of the Client Data in the manner set forth in (iii) or (iv) of the preceding sentence. To the extent that applicable law requires any permissions or authorizations to have been obtained prior to submission of Client Data to Innovative (including without limitation from individuals to whom the data pertains), Client warrants and covenants that it (and its Authorized Users, as applicable) will have first obtained the same permissions or authorizations prior to transmitting such data to Innovative. Client will defend, indemnify and hold harmless Innovative in the event of any third-party claim arising from a breach of the aforesaid warranty and covenant.

4. **Fees; Expenses; Payment Terms.**

a. In consideration of receiving a limited license to use the Software and to the extent that Client has purchased maintenance and support services and/or hosting services, Client will pay the fees set forth in the Pricing

Exhibit to the License Agreement (the "Fees") on the terms set forth therein. Initial invoicing under this Agreement will occur when the Software is made available to Client; subsequent renewal invoices for maintenance and support services and/or hosting services will be sent to Client prior to the date such payment is due. Invoices for any Renewal Terms may be provided to Client up to 90 days prior to the effective date of such Renewal Term. Client will notify Innovative in writing if Client hereafter requires additional Authorized Users or additional Software modules, and will pay the fees for such additional Authorized Users or additional Software modules in accordance with the terms set forth on the invoice for such fees. The Software may, from time to time, electronically transmit to Innovative reports verifying the type and number of Authorized Users, and Innovative may utilize license keys or other reasonable controls to enforce Authorized User license limitations. Client will cooperate with Innovative in all such efforts.

b. All Fees are exclusive of all taxes and similar fees now in force or enacted in the future or imposed on the delivery and license of the Software, all of which Client will be responsible for and will pay in full, other than taxes based on Innovative's net income. Client will provide Innovative its state issued Direct Pay Exemption Certificate (or equivalent certificate), if applicable, upon execution of this Agreement. In the event an applicable taxing authority, as a result of an audit or otherwise, assesses additional taxes for goods or services sold under this Agreement at any time, Client and not Innovative will be solely responsible for payment of such additional taxes and all costs associated with such assessment, including without limitation, interest, penalties and attorney's fees. Additionally, should Client be required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Innovative hereunder, then the sum due to Innovative will be increased by the amount necessary to yield to Innovative an amount equal to the sum Innovative would have received had no withholdings or deductions been made.

c. Where this Agreement establishes a due date for a payment and/or a recurring method for payment, payment will be due and payable on such due date and/or according to the method specified. Other fees or expenses charged pursuant to this Agreement will be paid at the amounts set forth in the invoice within 30 (thirty) days of the date of the invoice. All amounts stated herein and all Fees determined hereunder are in U.S. Dollars, unless otherwise required by applicable law.

5. **Limited Warranty.**

a. Innovative warrants, solely for the benefit of Client, that:

- i. It has the corporate power and authority to enter into this Agreement and to grant Client the license to the Software hereunder; and
- ii. The Software will conform in all material respects to the applicable technical documentation for the Software provided to Client by Innovative and expressly identified by Innovative as the specifications for the Software (collectively, the "Specifications").

b. EXCEPT FOR (i) THE WARRANTIES EXPRESSLY STATED ABOVE IN THIS SECTION AND (ii) ANY WARRANTY, REPRESENTATION OR CONDITION TO THE EXTENT THE SAME CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, INNOVATIVE AND ITS LICENSORS, AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIM AND EXCLUDE ANY AND ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OR UNDER STATUTE, COMMON LAW, CUSTOM, USAGE, COURSE OF PERFORMANCE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, INNOVATIVE AND ITS LICENSORS, AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, THAT THE SOFTWARE OR OTHER DELIVERABLES PROVIDED BY OR ON BEHALF OF INNOVATIVE WILL SATISFY CLIENT'S REQUIREMENTS OR THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT-FREE OR UNINTERRUPTED OR AVAILABLE ON THE INTERNET, OR THAT ALL PRODUCT DEFECTS WILL BE CORRECTED. EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 5(a), THE SOFTWARE, INCLUDING ALL CONTENT, IS PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT ANY GUARANTEES REGARDING QUALITY, PERFORMANCE, SUITABILITY, TIMELINESS, SECURITY, DURABILITY, INTEGRABILITY OR ACCURACY, AND CLIENT ACCEPTS THE ENTIRE RISK OF AND RESPONSIBILITY FOR SELECTION, USE, QUALITY, PERFORMANCE, SUITABILITY AND RESULTS OF USE THEREOF, INCLUDING ALL CONTENT GENERATED THROUGH USE THEREOF.

c. As the exclusive remedy of Client for a breach of the limited warranties set forth in Section 5, for any error or other defect for which Innovative is solely responsible, Innovative will, at its option, either (i) correct or repair the Software, or (ii) accept termination of this Agreement and refund the unused balance of any prepaid Fees for the maintenance and support services, prorated for the period commencing on the date the error or defect was reported by Client to Innovative and continuing throughout the balance of the period to which such Fees apply. All license Fees shall be nonrefundable. None of the above warranties or remedies in this Section 5 will apply with respect to any Software that has been damaged or modified by any party other than Innovative, or used in a manner for which the Software is not designed or intended.

6. **LIMITATIONS ON LIABILITY.** IN NO EVENT WILL INNOVATIVE BE LIABLE FOR LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES WHATSOEVER, EVEN IF INNOVATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF THEY WERE OTHERWISE FORESEEABLE. INNOVATIVE'S TOTAL LIABILITY FOR TORT, CONTRACT AND OTHER DAMAGES WILL NOT EXCEED TWO TIMES THE TOTAL AMOUNT OF ALL FEES PAID TO INNOVATIVE BY CLIENT UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH A CLAIM IS FIRST ASSERTED AGAINST INNOVATIVE. INNOVATIVE WILL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST CLIENT BY ANY THIRD PARTY EXCEPT FOR THE INDEMNIFICATION SET FORTH IN SECTION 7. THESE LIMITATIONS OF LIABILITY WILL APPLY TO ALL CLAIMS AGAINST INNOVATIVE IN THE AGGREGATE (NOT PER INCIDENT) AND TOGETHER WITH THE DISCLAIMER OF WARRANTIES ABOVE WILL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

7. **Indemnification.**

a. If a third party files a legal action in a court of competent jurisdiction against Client claiming the Software, as delivered to Client by Innovative, directly infringes such third party's U.S. copyright or U.S. patent, Innovative will defend Client against such legal action, provided that Client promptly notifies Innovative in writing of the legal action and fully cooperates with Innovative in the defense of such legal action. Innovative will also indemnify Client from all damages and out-of-pocket costs (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction in connection with any such legal action, or agreed to by Innovative in a settlement. Innovative will control all aspects of the defense and conduct the defense and any settlement negotiations in any such third-party legal action. This indemnification is limited to the Software in the form delivered to Client and does not cover claims arising from (x) modifications thereto not made by Innovative, or, even if by Innovative, at the request of Client; (y) use of the Software in combination with other software or items not provided by Innovative, or (z) third party modifications (including addition of source code) to the Software.

b. As the exclusive remedy of Client under the limited indemnity set forth in Section 7.a, if the use of the Software by Client is enjoined, Innovative will, at its sole option: (i) obtain for Client the right to continue to use the Software, (ii) modify the Software to remove the cause of the legal action, (iii) replace the Software at no additional charge to Client with a substantially similar, non-infringing product, which will then be subject to the provisions of this Agreement, or (iv) terminate this Agreement and refund to Client the unused Fees for maintenance and support, prorated for the period Client's use of the Software is enjoined. None of the above warranties or remedies will apply with respect to any element of the Software that has been modified by any party other than Innovative, or used in a manner for which the Software is not designed or intended. This Section states Innovative's entire liability and Client's exclusive remedies for infringement of intellectual property rights of any kind.

8. **Confidentiality.**

a. Client acknowledges that all documentation, audit reports, technical information, software, Specifications and other information pertaining to the Software, and/or Innovative's business interests or activities, product pricing, financial information, methods of operation or customers that are disclosed by any party to Client in the course of performing this Agreement are the confidential and proprietary information of Innovative. Innovative acknowledges that Client Data and other proprietary Client materials are the confidential information of Client. The information and materials described in the preceding sentences is referred to herein as "Confidential Information." Notwithstanding the foregoing, the term "Confidential Information" does not include information pertaining to a party if (i) such information is generally known to the public through no improper action or inaction by the other party, (ii) was, through no improper action or inaction by the other party, in the possession of the other party prior to the

Effective Date, or (iii) rightly disclosed to the other party by a third party if such disclosure does not violate the terms of any confidentiality agreement or other restriction by which such third party may be bound.

b. All Confidential Information will be held in confidence and may not be copied, used or disclosed other than as set forth in this Agreement. Each party must take all reasonable efforts to protect the confidentiality of and prevent the unauthorized use of any such Confidential Information by any third party within such party's control. Each party may disclose Confidential Information (i) to the receiving party's employees and contractors required to have access to such Confidential Information for the purposes of performing this Agreement or using the Software, provided each party hereto notifies its employees and contractors accessing such Confidential Information of the confidentiality obligations in this Section 8; or (ii) if such disclosure is in response to a valid order of any court or other governmental body ("Order") or (iii) as in accordance with state law, in which event, the disclosing party must use reasonable efforts to provide the other party with prior notice of such Order, to the extent legally permitted to do so. Under no circumstances will Confidential Information received from Innovative be disclosed to any competitor of Innovative without Innovative's advance written permission.

c. Recognizing any improper use or disclosure of any Confidential Information by either party may cause the party whose Confidential Information is improperly used or disclosed irreparable damage for which other remedies may be inadequate, a party whose Confidential Information is improperly used or disclosed will have the right to petition for injunctive or other equitable relief from a court of competent jurisdiction as appropriate to prevent any unauthorized use or disclosure of such Confidential Information.

d. If the parties have previously executed a nondisclosure agreement ("NDA"), any Confidential Information exchanged pursuant to such NDA will remain confidential, and will as of the date of the execution of this Agreement be deemed Confidential Information within the meaning of this Agreement and also be governed by the terms hereof.

9. Term; Termination.

a. The license granted in this Agreement to use the Software is perpetual, but subject to termination as specified hereunder. The term of any maintenance and support services and/or hosting services described in Exhibit A to the License Agreement is set forth in the License Agreement.

b. If either party hereto fails to perform or comply with any material term or condition of this Agreement, specifically including Client's failure to pay any Fees (such party being the "Breaching Party"), and such failure continues unremedied for 30 (thirty) days after receipt of written notice, the other party may terminate this Agreement. Notwithstanding the foregoing, if the Breaching Party has in good faith commenced to remedy such failure and such remedy cannot reasonably be completed within such 30-day period, then the Breaching Party will have an additional 30 (thirty) days to complete such remedy, after which period the other party may terminate this Agreement if such failure continues unremedied.

c. Client may terminate the maintenance and support services and/or hosting services purchased under this Agreement at any time during the Initial Term effective as of the date of the next annual anniversary of the Effective Date if Client's budget (funding) is eliminated and Client provides written evidence to Innovative of the elimination of Client's budget (funding) for these services, such evidence to be in the form and substance reasonably requested by Innovative.

d. Except for a termination by Client pursuant to Section 9.b., and unless as otherwise set forth in this Agreement, upon any termination of this Agreement, all prepaid Fees will be nonrefundable and Client will be responsible for all Fees and expenses for the Software, maintenance and support services and hosting services provided prior to and as of the date of termination. Any termination of this Agreement will not waive or otherwise adversely affect any other rights or remedies the terminating party may have under the terms of this Agreement. Upon termination of this Agreement, the rights and duties of the parties will terminate, other than the obligation of the Client to pay Fees and costs in accordance herewith, and the obligations of the parties pursuant to Section 1.c. (Software License), Section 3 (Ownership), Section 4 (Fees; Expenses; Payment Terms), Section 6 (Limitations on Liability), Section 7 (Indemnification), Section 8 (Confidentiality), Sections 9.d. and 9.e. (Termination), Section 11 (Client Configurations) and Section 13 (General). Within 30 (thirty) days of receipt of a written request following a termination of this Agreement, each party must return or destroy all Confidential Information of the other party, as requested in writing by the other party. Notwithstanding the foregoing, a party will not be obligated to destroy data containing Confidential Information of the other party when it would be commercially impracticable for the receiving

party to do so (for example, when Confidential Information is contained in e-mail stored on backup tapes or other archival media), but for so long as such receiving party is in possession of such Confidential Information of the other party, the terms of Section 8 (Confidentiality) hereof will continue to restrict the receiving party's use or disclosure of such Confidential Information in accordance with state law. Client shall return all copies of the Software and associated Innovative documentation and materials upon termination of the Agreement for any reason. Neither party will be liable to the other for any termination or expiration of this Agreement in accordance with its terms.

e. Following termination of this Agreement, Innovative has no duty whatsoever to deliver to Client any parts of its programming, data model, or any other information regarding which Innovative claims a proprietary or Intellectual Property Right. To the extent that Innovative is requested to perform any services for Client in connection with the termination of this Agreement (including without limitation providing Client with a copy of Client Data in a commercially-standard format to be agreed upon by the Parties), such service will be performed pursuant to a written statement of work under a separate professional services agreement and paid for by Client, applying Innovative's then-current rates for daily/hourly work, as the case may be.

10. **Third Party Software.** The Software may contain third-party and/or "open source" code provided under third-party license agreements. The terms and conditions of such third-party license agreements will apply to such source code in lieu of these terms, where applicable, and Client is responsible for compliance therewith. A listing of certain third-party and/or open source code contained in the Software, the respective license terms applicable to such code, and certain related notices are included in the documentation and/or Specifications made available to Client by Innovative. Except as required for the authorized use of the Software as contemplated herein, Client may not use any name or trademark of any supplier of third party or open source code without such party's prior written authorization.

11. **Client Configurations.** Client will be permitted to use one or more application programming interfaces (APIs) made available by Innovative to configure the Software hereunder in accordance with the Specifications (such configurations or other modifications, "Client Configurations"). Client will not use any other API to modify or configure the Software. No API may be used to create any Client Configuration that, in whole or in part, mimics any material functionality of any software or service developed or marketed by Innovative or that would reasonably be deemed competitive to any software or service developed or marketed by Innovative if the Client Configuration were to be released to the public market. Innovative disclaims all representations and warranties, express or implied, regarding Client Configurations and assumes no liability whatsoever with respect to Client Configurations. Client agrees to indemnify and hold harmless Innovative from all damages and out-of-pocket costs (including reasonable attorney fees) for any third-party action based on a claim that any Client Configuration infringes a copyright or a patent, or constitutes an unlawful disclosure, use or misappropriation of another party's trade secrets.

12. **Back-Up Activities.** Except to the extent that Client purchases Innovative's hosting service or back-up services, Client has the sole responsibility for the maintenance and protection of all data input into the Software, including, without limitation, the making, storing and security of back-up and archive copies of such data and the Software (collectively "Back-Up Activities"), and Client acknowledges Innovative will not perform any Back-Up Activities for or on behalf of Client.

13. **General.**

a. **No Waiver.** The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder will not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

b. **Independent Contractor.** Client acknowledges that Innovative is at all times an independent contractor and that Client's relationship with Innovative is not one of principal and agent nor employer and employee. No Innovative personnel will be entitled to participate in any compensation or benefits plan of Client.

c. **Force Majeure.** Neither party will be liable or responsible for any delay or failure in performance if such delay or failure is caused in whole or in part by fire, flood, explosion, power outage, war, strike, embargo, government regulation, civil or military authority, hurricanes, severe wind, rain, other acts of God, acts or omissions of carriers, third-party local exchange and long distance carriers, utilities, Internet service providers, transmitters, vandals, or hackers, or any other similar causes that may be beyond its control (a "Force Majeure Event").

- d. Notice. Any notice or communication required to be given by either party must be in writing and made by hand delivery, express delivery service, overnight courier, electronic mail, to the party receiving such communication. Unless otherwise instructed in writing, such notice will be sent to the parties at the addresses set forth on the first page of the License Agreement. All communications pursuant to this Section will be deemed delivered as follows: (a) upon receipt, if delivered personally or by a recognized express delivery or courier service; or (b) when electronically confirmed, if delivered by facsimile.
- e. Invalidity. Any provision of this Agreement which is invalid, illegal, or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.
- f. Counterparts. This Agreement may be executed by the parties in separate counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which when so executed and delivered will be deemed an original, but all such counterparts will together constitute but one and the same instrument.
- g. Publicity. Except as provided in this Section, neither party will make any press release, public statement or other disclosure regarding the terms of this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Innovative will have the right to issue public statements pertaining to the existence of the business relationship between Innovative and Client, including the right to limited use of Client's name, logo and other reasonable non-confidential information in press releases, web pages, advertisements, and other marketing materials.
- h. Assignment. Neither party has the power to assign, license, or sub-license any of its rights or obligations hereunder without the prior written consent of the other party, which will not be unreasonably withheld. Any assignment, license, or sub-license attempted without such consent will be void. Notwithstanding the foregoing, a party may assign this Agreement without the other party's consent (i) as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets or capital stock; or (ii) to an Affiliate of such party provided that any such assignment will not release the assigning party from its obligations under this Agreement.
- i. Waiver of Jury Trial; Governing Language. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. This Agreement and all proceedings hereunder will be conducted in the English language; any translation of this Agreement into another language will be for convenience only but will not modify the meaning hereof. Only a written instrument duly executed by both parties may modify this Agreement.
- j. Entire Agreement. This Agreement contains the entire understanding of the parties, and supersedes all prior agreements and understandings relating to the subject matter hereof, provided that nothing herein will diminish or affect any separate services agreement or statement(s) of work issued thereunder. The parties represent that they are sophisticated commercial entities, have had the opportunity to consult with their own counsel, and have included in this Agreement all terms material to the parties' rights and obligations with respect to the subject matter hereof and intend this document to be the final expression of their contractual intent. The parties further represent and acknowledge that communications exchanged between the parties during contract negotiation (including, without limitation, requests for proposal ("RFPs") and Innovative's responses to such RFPs; questionnaires and responses to same, quotes) do not constitute a part of this Agreement. Purchase orders, work orders or other such documents submitted by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any such purchase order, work order or other such document will have no force or effect and will not amend or modify this Agreement. In the event of any inconsistencies or conflicts among the GTCs, a License Agreement or any other exhibits or schedules referenced by these GTCs, the following order of priority will control: 1. License Agreement, 2. GTCs and 3. any other terms, agreements, exhibits or schedules included in, or referenced by the Agreement.

Exhibit C
Innovative Interfaces Incorporated
Perpetual License Agreement
Maintenance and Support
Terms and Conditions

These Maintenance and Support Terms and Conditions (“Support Terms”) apply to the License Agreement if, and only to the extent that, Maintenance and Support are identified on the Pricing Exhibit to the License Agreement as a purchased service and Client is current on its payment for such service. Unless otherwise specified, capitalized terms in these Support Terms have the same meaning as those in the GTCs. The terms set forth herein supplement, but do not replace or modify, the GTCs.

1. Maintenance and Support. To the extent Maintenance and Support is identified on the Pricing Exhibit to the License Agreement as a purchased service, Innovative will offer maintenance and support on the terms set forth herein (“Maintenance and Support”) for the latest generally available version of the Software and for certain earlier versions in accordance with Innovative’s support policy, at the price set forth in the corresponding Pricing Exhibit. New Releases will be made available to Client during the Term of the Maintenance and Support set forth in the License Agreement, so long as Client is current on its payment for such service. Client may discontinue Maintenance and Support at the end of the Initial Term or any Renewal Term in accordance with the termination notice provisions set forth in the License Agreement, however any renewal of Maintenance and Support Fees after any discontinued Term will be set forth in the quote provided to renew Maintenance and Support.

2. Error Response. Error descriptions (each an “Error”), the Error severity levels and corresponding targeted response time per level are each described in the table below. The Targeted Response Times in the table below identify the response times that Innovative will target for the corresponding Error, however, such Targeted Response Times are not guaranteed.

Severity	Description	Target Response Time
One - Site Down	A major component of the software is in a non-responsive state and severely affects library productivity or operations. A high impact problem that affects the entire library system. Widespread system availability, production system is down	1 hour
Two – Critical	Any component failure or loss of functionality not covered in Severity 1 that is hindering operations, such as, but not limited to: excessively slow response time, functionality degradation; error messages; backup problems; or issues affecting the use of the module or the data	2 business hours
Three - High	Lesser issues, questions, or items that minimally impact the work flow or require a work around	2 business days; excludes holidays and weekends
Four – Routine	Issues, questions, or items that don’t impact the work flow. Issues that can easily be scheduled such as an upgrade or patch	4 business days; excludes holidays and weekends

3. Error Reporting and Diagnosis.

a. Client must designate a representative as the contact that will report Errors to Innovative and be Innovative’s primary contact for the provision of Maintenance and Support pursuant to the terms of this Agreement (such representative is referred to herein as the “Client Contact”). When a Client Contact reports an Error, Innovative will use commercially reasonable efforts to diagnose the root cause of the Error (“Diagnosis”). Upon completing the Diagnosis, each Error will be classified as either a “Warranty Error” or a “Non-Warranty Error” pursuant to Section 3.b. below. Innovative will use commercially reasonable efforts to diagnose and repair both Warranty and Non-Warranty Errors as described below.

b. "Warranty Errors" are all Errors that do not qualify as Non-Warranty Errors. "Non-Warranty Errors" are Errors resulting from any of the following causes: (i) misuse, improper use, alteration or damage of the Software; (ii) operator error; (iii) incorrect data entry by Client; (iv) third-party software not part of the Software; (v) errors and/or limitations attributable to Client environment; (vi) Client's failure to incorporate any New Release previously provided to it by Innovative which corrects such Error; (vii) modification of the Software performed by Client; and (viii) technical consulting services provided by Innovative at Client's request (e.g., change orders, integration development, or configuration design and implementation), unless Client notifies Innovative of such technical consulting services problem within the applicable warranty period set forth in the governing statement of work, change order or agreement. Client acknowledges that the Software is intended for use only with the software and hardware described in the Specifications provided by Innovative from time to time, and Client will be solely responsible for its adherence thereto.

4. Complimentary and Chargeable Support. Innovative will respond to all reported Errors pursuant to Section 2 above and will use commercially reasonable efforts to resolve Warranty Errors at no additional charge if Client has purchased and is current on its payment for Maintenance and Support; however, Innovative may charge Client for such effort with respect to Non-Warranty Errors according to the following process: (i) When the Client Contact reports any Error, prior to commencing the Diagnosis for the Error, Innovative will notify the Client Contact that the Diagnosis and repair effort will be at no charge to Client unless the reported Error is determined to be a Non-Warranty Error, in which case only the first two hours of Diagnosis will be at no charge; and (ii) Innovative will then commence the Diagnosis unless instructed otherwise by the Client Contact. If more than two hours are required for the Diagnosis of Non-Warranty Errors, then such additional Diagnosis hours will be charged to Client at Innovative's then-current rate for technical services. Once the Diagnosis is complete, the Client Contact will be given the option of having Innovative proceed with repairing the Non-Warranty Error, and, if so requested, Innovative will provide an estimate of the total cost for such effort. If agreed to by the Client Contact, Innovative will undertake to repair the Non-Warranty Error and charge Client for the associated technical services performed.

5. Ticket Management and Escalation. Innovative manages all reported issues using a ticket management system, and provides an Internet portal for Clients to report issues. Clients may review the status of issues reported online. When an Error is either unresolved or not resolved in a timely fashion, the Client should contact Innovative representatives pursuant to Innovative's escalation policy made available on Innovative's Internet portal.

Exhibit D
Innovative Interfaces Incorporated
Hosting Services
Terms and Conditions

These Hosting Services Terms and Conditions (“Hosting Terms”) apply to the License Agreement if, and only to the extent that, Hosting Services are identified on the Pricing Exhibit to the License Agreement as a purchased service. Unless otherwise specified, capitalized terms in these Hosting Terms have the same meaning as those in the GTCs. The terms set forth herein supplement, but do not replace or modify, the GTCs.

1. Hosting Services. The following terms apply for all purposes to Client’s license to and use of the Software under the Agreement.

2. Hosting Solution. Innovative offers clients a standard cloud-based hosting option (the “Standard Plan”). The table below sets forth the features of the Standard Plan. This option provides industry-leading security and monitoring at a SOC 1/SOC 2 Type 2/ISO 27001-audited datacenter by a top-tier cloud hosting provider (the “Hosting Provider”), with the flexibility to meet clients’ data storage, data recovery, and information security policy requirements. To meet clients’ global hosting needs, Innovative offers hosting options in datacenters located in the United States, Ireland, Australia and the Asia-Pacific region, however, Innovative reserves the right to increase, decrease and/or relocate its datacenters at anytime.

Feature	Standard
24x7 infrastructure monitoring	✓
Dedicated production environment	✓
99.9% guaranteed infrastructure uptime**	✓
Dedicated public IP address and custom URL	✓
Operating system installation and management	✓
Library software installation and upgrades	✓
Data backups	Daily
Archive data backup retention	30 days

3. Hosting Solution System Configuration. The hosting systems are configured to meet the solution requirements as per the Hosting Terms set forth on the Pricing Exhibit to the License Agreement.

4. Security Controls.

a. Generally. Subject to the terms of the Agreement, Innovative implements industry-recognized best practices to prevent the unintended or malicious loss, destruction or alteration of Client’s data resident in the Software.

b. Access Control. Highly available redundant firewall and edge routers are configured to control access to hosted systems

c. Network Systems Audit Logging. All network logon activity and password changes are logged, monitored, controlled and audited. All intrusion detection and firewall log monitoring is done through services provided by the Hosting Provider. The pertinent log files and configuration files related to customer’s hosted solution are retained for seven days and can be made available upon request for audit and problem resolution, as may be required.

d. Encryption. Encryption for data-in-transit is provided as a part of the Standard Plan.

e. Network Monitoring. All network systems and servers are monitored 24/7/365. Innovative will monitor its systems for security breaches, violations and suspicious (questionable) activity. This includes suspicious external activity (including, without limitation, unauthorized probes, scans or break-in attempts) and

suspicious internal activity (including, without limitation, unauthorized system administrator access, unauthorized changes to its system or network, system or network misuse or program information theft or mishandling). Innovative will notify Client as soon as reasonably possible of any known security breaches or suspicious activities involving Client's production data or environment, including, without limitation, unauthorized access and service attacks, e.g., denial of service attacks.

f. Physical Security. The Software resides in systems configured for the customer out of Innovative's hosting location. The physical infrastructure used to support Software licensed to Client (and services purchased by Client from Innovative, as applicable), including the servers, storage, switches, and firewalls, are either provided by the Hosting Provider or owned by Innovative. Innovative partners with datacenter providers who are designed to satisfy requirements of most security sensitive customers with constant monitoring, high automation, high availability, and highly accredited to global security standards, including: PCI DSS Level 1, ISO 27001, FISMA Moderate, FedRAMP, HIPAA, and SOC 1 (formerly referred to as SAS 70 and/or SSAE 16) and SOC 2.

g. Security Audits. Client may perform audits of Innovative's security best practices. Innovative will share various security audit reports as requested by Client.

h. Information Security Auditing/Compliance. Innovative's hosting providers undergo SOC 1/SOC 2 Type 2/ISO 27001 audits each year by independent third-party audit firms. Innovative also holds the internationally-recognized ISO 27001:2013 standard for its information security management system supporting the hosting solutions.

i. **The 99.9% guaranteed infrastructure uptime is subject to the following Service Level Agreement (SLA):

i. Hours of operation/exclusive remedy for service unavailability. Innovative offers a monthly infrastructure uptime target of 99.9% of Scheduled Up-Time to Client. Scheduled Up-Time means all of the time in a month that is not Scheduled Downtime or Third Party Unavailability. In the event that Innovative fails to provide Client with 99.9% infrastructure uptime for three consecutive months, Client will be entitled to receive a credit equal to the prorated amount of the Fees for the period in which Innovative failed to provide such infrastructure uptime during such months upon receipt of written notice from Client. The remedies set forth in this Paragraph (i) are the exclusive remedies of the Client for Innovative's failure to provide Client with 99.9% infrastructure uptime.

ii. Scheduled Downtime. Scheduled Downtime means the period of time which Innovative or the Hosting Provider, conduct periodic scheduled system maintenance for which Innovative will provide the Client with advance notice. Innovative will make commercially reasonable efforts to provide Client notice of scheduled system maintenance 48 hours in advance.

INNOVATIVE INTERFACES INCORPORATED
SUBSCRIPTION LICENSE AGREEMENT

This Subscription License Agreement ("License Agreement") is entered into by and between Innovative Interfaces Incorporated, a California corporation ("Innovative"), and the party identified as Client below ("Client"), as of the "Effective Date" also set forth below.

Client	City of Sunnyvale
Address	Sunnyvale Public Library 665 W. Olive Ave. Sunnyvale, CA 94086
Customer No.	CU0947
Effective Date	July 1, 2021
Initial Term	48 Months

1. Definitions.

"Go-Live Date" means the Client's first use of the Software in a production environment.

"GTCs" means the Innovative Interfaces Incorporated Subscription License Agreement General Terms and Conditions in Exhibit B.

"Support Terms" means the Innovative Interfaces Incorporated Maintenance and Support Terms and Conditions in Exhibit C.

"Hosting Terms" means the Innovative Interfaces Incorporated Hosting Terms and Conditions in Exhibit D.

2. General. Innovative and Client agree that this License Agreement is a binding agreement between the parties and is governed by the GTCs, Support Terms and, if the attached Pricing Exhibit indicates that Client has purchased hosting services, then the Hosting Terms, all of which are made a part hereof. This License Agreement, the GTCs, Support Terms, Hosting Terms, if applicable, and all other exhibits, schedules and terms and conditions referenced by or in this License Agreement, the GTCs, Support Terms or Hosting Terms together constitute the "Agreement." Client acknowledges and agrees that it has had the opportunity to review the Agreement, including without limitation, the GTCs, Support Terms and Hosting Terms, prior to the execution of this License Agreement. Unless otherwise specified, capitalized terms in this License Agreement have the same meaning as those in the GTCs. This Agreement is governed by and interpreted in accordance with the internal substantive laws of the State of California, without regard to any other laws that would require the application of the laws of another jurisdiction. Application of the U.N. Convention on Contracts for the International Sale of Goods is hereby excluded.

In consideration of Innovative's continued grant to Client of subscription licenses to the software identified as Currently Licensed Software in Exhibit A, Client acknowledges, and the parties agree, that as of the Effective Date, all other existing software subscription agreements and associated purchase orders between the parties for the software identified as Currently Licensed Software in Exhibit A ("Prior Subscription Agreement(s)", (i) will be deemed to be immediately terminated by the parties' mutual written agreement and (ii) all such software subscriptions under the Prior Subscription Agreement(s) and associated purchase orders will be deemed Software (as defined in the GTCs) licensed and supported under the terms of this License Agreement.

EXHIBITS TO LICENSE AGREEMENT

A	PRICING EXHIBIT
B	GENERAL TERMS AND CONDITIONS
C	MAINTENANCE AND SUPPORT TERMS AND CONDITIONS
D	HOSTING SERVICES TERMS AND CONDITIONS

In witness whereof, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

Client	Innovative
City of Sunnyvale	Innovative Interfaces Incorporated
By:	By: <i>Hilary Newman</i>
Name:	Name: HILARY NEWMAN
Title:	Title: SVP Library Services
Date:	Date: Jun 18, 2021

Exhibit A
Pricing Exhibit

1. **Fees.** All Fees must be paid to Innovative within 30 days from the invoice date or as stated on the invoice if different.
2. **One Time Credit.** Contingent upon Client's payment of all 2020 – 2021 Fees, Innovative will apply a one-time credit of \$2,207.67 to Client's account. This one-time credit will be issued alongside the 2021 – 2022 annual invoice.
3. **Term.** Subject to the early termination provisions set forth in the GTCs, this Agreement will be effective for an initial term of four (4) years following the Effective Date (the "Initial Term"). This Agreement will be automatically renewed for additional one (1) year terms (each, a "Renewal Term" and, together with the Initial Term, the "Term"), unless either party gives the other not less than ninety (90) days' prior written notice of its intent to terminate this Agreement effective as of the end of the then-current Term. Beginning in Year 2, and thereafter, Innovative will have the right to increase rates hereunder by 5% over the previous year.

Currently Licensed Software

Product Description	Qty	Billing Cycle
Resource Sharing – Returnables (INN-Reach)	1	July 1 through June 30
Sierra Cloud Hosting	1	July 1 through June 30
Sierra Content Cafe Subscription	1	July 1 through June 30

[APPROVED SOFTWARE LICENSE QUOTE FOLLOWS THIS PAGE]

Innovative Interfaces Incorporated
1900 Powell St.
Suite 400
Emeryville CA 94608
United States

Date 6/12/2020
Quote # EST-INC12006

Payment Terms Net 30
Overall Contract Term (Months) 48
Contract Start Date 7/1/2021
Contract End Date 6/30/2025
Sales Rep CR Manager
Site Code svale
Expires 7/31/2021

Bill To

City of Sunnyvale
Accounts Payable
Finance Department
P.O. Box 3707
Sunnyvale CA 94088-3707
United States

Ship To

Christine Bassett
Sunnyvale Public Library
665 W. Olive Ave.
Sunnyvale CA 94086
United States

Currency

US Dollar

Item	Item Category	Qty	Description	Options	Original Rate	Discounted ...	Amount
Resource Sharing – Returnables (INN-Reach)	License - Term	1	Resource Sharing - Returnables (INN-Reach) Subscription				26,691.17
Sierra Cloud Hosting	License - Term	1	Sierra Cloud Hosting Subscription				21,275.00
Sierra Content Café Subscription	License - Term	1	Sierra Content Café Subscripti...				6,842.07
			Year 1 of 4 1 July 2021 - 30 June 2022				
			Year 2 of 4: \$57,548.65 Year 3 of 4: \$60,426.09 Year 4 of 4: \$63,447.39				

Total Fees US\$54,808.24

Exhibit B
Innovative Interfaces Incorporated
Subscription License Agreement
General Terms and Conditions

Unless otherwise specified, capitalized terms in these GTCs have the same meaning as those in the License Agreement.

1. Software License.

a. Subject to the terms and conditions of this Agreement, including without limitation Client's payment of all of the Fees (defined below) due hereunder, Innovative hereby grants to Client a limited, nonexclusive, non-sub-licensable, nontransferable license to use the components of its software applications, modules, and other products that are listed in the Pricing Exhibit to the License Agreement (collectively, the "Software"). The license granted in the preceding sentence will be for the duration of the term of this Agreement and will automatically expire upon the termination or expiration of this Agreement or as otherwise specified in this Agreement.

b. Client and, where applicable, its Authorized Users (defined below) may use the Software (including any Client Configurations) (i) only for the management of the library and for servicing its patrons (including permitting Authorized Users to search library catalogues), and not on an outsourced basis, as a service bureau, for resale, or similarly on behalf of or for the direct or indirect benefit of third parties, and (ii) only in accordance with the other terms of this Agreement. Client will be responsible for its Authorized Users' compliance with the terms hereof. Without limiting the foregoing, Client agrees that it and its Authorized Users will: (i) comply with all applicable laws regarding the transmission of data, including, without limitation, any applicable export control and data protection laws; and (ii) not use the Software for illegal purposes.

c. Subject to Section 11 (Client Configurations), other than Innovative, no one is permitted to copy, modify, reverse engineer, decompile, or disassemble the Software, create derivative works thereof, or separate the Software into its component files. All rights to the Software that are granted to Client in this Agreement are limited to the object code versions of the Software and in no event will Client be deemed to have any right, title or interest in the source code of the Software.

d. The Software may be used by the base number of Client's worldwide employees, third-party auditors, agents and contractors ("Authorized Users") set forth in the Pricing Exhibit to the License Agreement for such Software and such additional Authorized Users as may be hereafter identified to Innovative by Client for which Client pays the additional Fees referred to in Section 4(a) of this Agreement. Each Authorized User license is allocable to a single full-time user of the Software and may be transferred to another user only on a full-time basis. Authorized User license(s) may not be shared on a part time or concurrent user basis. For the avoidance of doubt, Client patrons do not fall within the restrictions of Authorized Users.

e. The license granted to Client pursuant to this Agreement will include, at no additional cost, a license to use all new scheduled major releases, service pack releases, and hot fixes of the Software offered generally by Innovative to its clients during the term of this Agreement (collectively, "New Releases"). "New Releases" do not include new or additional modules, applications or other software now or hereafter offered by Innovative, each of which require a separate license and payment of additional license fees. The term "Software" will be deemed to include New Releases. Additional fees at Innovative's then-prevailing professional service rates will apply for implementation of New Releases.

f. Innovative offers support for the Software in accordance with the Support Terms, the terms of which are incorporated by reference herein.

g. The license granted hereunder grants Client the right to use a single production instance (copy) of the Software and up to two (2) additional instances (copies) of the Software for non-production use at no additional charge. All copies of the Software are subject to the terms of this Agreement. Non-production use includes training, development, testing, quality assurance, staging or preproduction provided that the copies of the Software are not used in a production environment or as a backup to production. Except to the extent expressly set forth in a License Agreement, this license grant does not provide Client with any rights to hosting services.

h. If, during the Term of this Agreement, Innovative discontinues any Software, then Innovative will deliver to Client notice to such effect no less than twelve (12) months prior to the discontinuation of such Software and Client's annual Fees will be decreased a pro-rated amount equal to the annual line item Fees for that Software starting in the next years' annual invoice.

2. **Acceptance.** Following the execution of the Agreement by the parties, Innovative will deliver the Software, in its preconfigured, out-of-the box format, to Client (i) via the Internet, if Client has purchased hosting services from Innovative pursuant to the Hosting Terms or (ii) by making it available to Client to download via an FTP site or other mutually agreed upon method, if Client has not purchased hosting services from Innovative pursuant to the Hosting Terms. Client will be deemed to have accepted that the out-of-the box Software has been delivered upon initial download or receipt.

3. **Ownership.**

a. All Intellectual Property Rights (defined below) in the Software and also including, without limitation, all improvements, enhancements, modifications, Client-specific upgrades, or updates to the Software, developed by either party, solely or jointly (collectively, "Innovative Products"), will remain the exclusive, sole and absolute property of Innovative or the third parties from whom Innovative has obtained the right to use the Innovative Products. Intellectual property created by Innovative pursuant to this Agreement, or any other party at the request or direction of Innovative, will be owned by Innovative. "Intellectual Property Rights" means any and all intellectual property rights existing from time to time under any law or regulation, including without limitation, patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, or privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations of any of the foregoing, now or hereafter in force and effect worldwide. Client hereby assigns to Innovative all right, title and interest in any feedback and suggestions it provides to Innovative regarding the Software or other products commercialized by Innovative now or in the future. This Agreement does not convey to the Client any interest in or to the Innovative Products or any associated Intellectual Property Rights, but only a limited right to use the Software to the extent set forth in this Agreement, which right is terminable in accordance with the terms of this Agreement and is otherwise subject to the limitations, restrictions, and requirements contained herein. If Client configures or otherwise modifies the Software using an API licensed hereunder, Client will also have a license to use such configurations or modifications as part of the Software on the terms set forth in Section 1. Rights not expressly granted to the Client are hereby expressly reserved by Innovative.

b. For purpose of this Agreement, as between Innovative and Client, any Intellectual Property Rights in the Innovative Products to the extent owned by any third party will be and remain the exclusive property of such third party. The Software may include third-party software and products, which are described in the documentation and/or Specifications made available to Client by Innovative, and any third-party pass-through terms relating to such third-party software and products are identified therein (or by other mode of disclosure).

c. Except as expressly stated herein, Client will exclusively have and retain all right, title and interest, including all associated Intellectual Property Rights, in and to data that Client enters into the Software or disclosed by Client to Innovative in its performance hereunder ("Client Data"), and, as between Client and Innovative, such Client Data will remain the sole property of Client. Client hereby grants to Innovative a license to use Client Data (i) to process the Client Data pursuant to Client's business requirements, (ii) for maintenance and support of the Software, (iii) to collect and use aggregate, non-identifying and anonymized data, and (iv) for research and development purposes. Client acknowledges and agrees that it will have no rights in any products or services created or sold by Innovative or its affiliates that use any of the Client Data in the manner set forth in (iii) or (iv) of the preceding sentence. To the extent that applicable law requires any permissions or authorizations to have been obtained prior to submission of Client Data to Innovative (including without limitation from individuals to whom the data pertains), Client warrants and covenants that it (and its Authorized Users, as applicable) will have first obtained the same permissions or authorizations prior to transmitting such data to Innovative. Client will defend, indemnify and hold harmless Innovative in the event of any third-party claim arising from a breach of the aforesaid warranty and covenant.

4. **Fees; Expenses; Payment Terms.**

a. In consideration of receiving a limited license to use the Software, Client will pay the fees set forth in the Pricing Exhibit to the License Agreement (the "Fees") on the terms set forth therein. Initial invoicing under this Agreement will occur when the Software is initially delivered to Client per Section 2; subsequent renewal invoices will be sent to Client prior to the date such payment is due. Invoices for any Renewal Terms may be provided to

Client up to 90 days prior to the effective date of such Renewal Term. Client will notify Innovative in writing if Client hereafter requires additional Authorized Users or additional Software modules, and will pay the fees for such additional Authorized Users or additional Software modules in accordance with the terms set forth on the invoice for such fees. The Software may, from time to time, electronically transmit to Innovative reports verifying the type and number of Authorized Users, and Innovative may utilize license keys or other reasonable controls to enforce Authorized User license limitations. Client will cooperate with Innovative in all such efforts.

b. Fees for additional Third-Party Software, hardware and services are subject to change and will be quoted at the then current rate.

c. All Fees are exclusive of all taxes and similar fees now in force or enacted in the future or imposed on the delivery and license of the Software, all of which Client will be responsible for and will pay in full, other than taxes based on Innovative's net income. Client will provide Innovative its state issued Direct Pay Exemption Certificate (or equivalent certificate), if applicable, upon execution of this Agreement. In the event an applicable taxing authority, as a result of an audit or otherwise, assesses additional taxes for goods or services sold under this Agreement at any time, Client and not Innovative will be solely responsible for payment of such additional taxes and all costs associated with such assessment, including without limitation, interest, penalties and attorney's fees. Additionally, should Client be required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Innovative hereunder, then the sum due to Innovative will be increased by the amount necessary to yield to Innovative an amount equal to the sum Innovative would have received had no withholdings or deductions been made.

d. Where this Agreement establishes a due date for a payment and/or a recurring method for payment, payment will be due and payable on such due date and/or according to the method specified. Other fees or expenses charged pursuant to this Agreement will be paid at the amounts set forth in the invoice within 30 (thirty) days of the date of the invoice. All amounts stated herein and all Fees determined hereunder are in U.S. Dollars, unless otherwise required by applicable law.

5. **Limited Warranty.**

a. Innovative warrants, solely for the benefit of Client, that:

- i. It has the corporate power and authority to enter into this Agreement and to grant Client the license to the Software hereunder; and
- ii. The Software will conform in all material respects to the applicable technical documentation for the Software provided to Client by Innovative and expressly identified by Innovative as the specifications for the Software (collectively, the "Specifications").

b. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR (i) THE WARRANTIES EXPRESSLY STATED ABOVE IN THIS SECTION AND (ii) ANY WARRANTY, REPRESENTATION OR CONDITION TO THE EXTENT THE SAME CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, INNOVATIVE AND ITS LICENSORS, AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIM AND EXCLUDE ANY AND ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OR UNDER STATUTE, COMMON LAW, CUSTOM, USAGE, COURSE OF PERFORMANCE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, INNOVATIVE AND ITS LICENSORS, AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, THAT THE SOFTWARE OR OTHER DELIVERABLES PROVIDED BY OR ON BEHALF OF INNOVATIVE WILL SATISFY CLIENT'S REQUIREMENTS OR THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT-FREE OR UNINTERRUPTED OR AVAILABLE ON THE INTERNET, OR THAT ALL PRODUCT DEFECTS WILL BE CORRECTED. EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 5(a), THE SOFTWARE, INCLUDING ALL CONTENT, IS PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT ANY GUARANTEES REGARDING QUALITY, PERFORMANCE, SUITABILITY, TIMELINESS, SECURITY, DURABILITY, INTEGRABILITY OR ACCURACY, AND CLIENT ACCEPTS THE ENTIRE RISK OF AND RESPONSIBILITY FOR SELECTION, USE, QUALITY, PERFORMANCE, SUITABILITY AND RESULTS OF USE THEREOF, INCLUDING ALL CONTENT GENERATED THROUGH USE THEREOF.

c. As the exclusive remedy of Client for a breach of the limited warranties set forth in Section 5, for any error or other defect for which Innovative is solely responsible, Innovative will, at its option, either (i) correct or repair the Software, or (ii) accept termination of this Agreement and refund the unused balance of any prepaid Fees for the Software, prorated for the period commencing on the date the error or defect was reported by Client to Innovative and continuing throughout the balance of the period to which such Fees apply. None of the above warranties or remedies in this Section 5 will apply with respect to any Software that has been damaged or modified by any party other than Innovative, or used in a manner for which the Software is not designed or intended.

6. **LIMITATIONS ON LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL INNOVATIVE BE LIABLE FOR LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES WHATSOEVER, EVEN IF INNOVATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF THEY WERE OTHERWISE FORESEEABLE. INNOVATIVE'S TOTAL LIABILITY FOR TORT, CONTRACT AND OTHER DAMAGES WILL NOT EXCEED TWO TIMES THE TOTAL AMOUNT OF ALL FEES PAID TO INNOVATIVE BY CLIENT UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH A CLAIM IS FIRST ASSERTED AGAINST INNOVATIVE. INNOVATIVE WILL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST CLIENT BY ANY THIRD PARTY EXCEPT FOR THE INDEMNIFICATION SET FORTH IN SECTION 7. THESE LIMITATIONS OF LIABILITY WILL APPLY TO ALL CLAIMS AGAINST INNOVATIVE IN THE AGGREGATE (NOT PER INCIDENT) AND TOGETHER WITH THE DISCLAIMER OF WARRANTIES ABOVE WILL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

7. **Indemnification.**

a. If a third party files a legal action in a court of competent jurisdiction against Client claiming the Software, as delivered to Client by Innovative, directly infringes such third party's U.S. copyright or U.S. patent, Innovative will defend Client against such legal action, provided that Client promptly notifies Innovative in writing of the legal action and fully cooperates with Innovative in the defense of such legal action. Innovative will also indemnify Client from all damages and out-of-pocket costs (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction in connection with any such legal action, or agreed to by Innovative in a settlement. Innovative will control all aspects of the defense and conduct the defense and any settlement negotiations in any such third-party legal action. This indemnification is limited to the Software in the form delivered to Client and does not cover claims arising from (x) modifications thereto not made by Innovative, or, even if by Innovative, at the request of Client; (y) use of the Software in combination with other software or items not provided by Innovative, or (z) third party modifications (including addition of source code) to the Software.

b. As the exclusive remedy of Client under the limited indemnity set forth in Section 7.a, if the use of the Software by Client is enjoined, Innovative will, at its sole option: (i) obtain for Client the right to continue to use the Software, (ii) modify the Software to remove the cause of the legal action, (iii) replace the Software at no additional charge to Client with a substantially similar, non-infringing product, which will then be subject to the provisions of this Agreement, or (iv) terminate this Agreement and refund to Client that portion of the Fees allocable to the infringing component of the Software, prorated for the period Client's use of the Software is enjoined. None of the above warranties or remedies will apply with respect to any element of the Software that has been modified by any party other than Innovative, or used in a manner for which the Software is not designed or intended. This Section states Innovative's entire liability and Client's exclusive remedies for infringement of intellectual property rights of any kind.

8. **Confidentiality.**

a. Client acknowledges that all documentation, audit reports, technical information, software, Specifications and other information pertaining to the Software, and/or Innovative's business interests or activities, product pricing, financial information, methods of operation or customers that are disclosed by any party to Client in the course of performing this Agreement or any ensuing business arrangement are the confidential and proprietary information of Innovative. Innovative acknowledges that Client Data and other proprietary Client materials are the confidential information of Client. The information and materials described in the preceding sentences is referred to herein as "Confidential Information." Notwithstanding the foregoing, the term "Confidential Information" does not include information pertaining to a party if (i) such information is generally known to the public through no improper action or inaction by the other party, (ii) was, through no improper action or inaction by the other party, in the possession

of the other party prior to the Effective Date, or (iii) rightly disclosed to the other party by a third party if such disclosure does not violate the terms of any confidentiality agreement or other restriction by which such third party may be bound.

b. All Confidential Information will be held in confidence and may not be copied, used or disclosed other than as set forth in this Agreement. Each party must take all reasonable efforts to protect the confidentiality of and prevent the unauthorized use of any such Confidential Information by any third party within such party's control. Each party may disclose Confidential Information (i) to the receiving party's employees and contractors required to have access to such Confidential Information for the purposes of performing this Agreement or using the Software, provided each party hereto notifies its employees and contractors accessing such Confidential Information of the confidentiality obligations in this Section 8; or (ii) if such disclosure is in response to a valid order of any court, statute, or other governmental body ("Order") or (iii) in accordance with State Law, in which event, the disclosing party must use reasonable efforts to provide the other party with prior notice of such Order, to the extent legally permitted to do so and in accordance with the Order. Under no circumstances will Confidential Information received from Innovative be disclosed to any competitor of Innovative without Innovative's advance written permission.

c. Recognizing any improper use or disclosure of any Confidential Information by either party may cause the party whose Confidential Information is improperly used or disclosed irreparable damage for which other remedies may be inadequate, a party whose Confidential Information is improperly used or disclosed will have the right to petition for injunctive or other equitable relief from a court of competent jurisdiction as appropriate to prevent any unauthorized use or disclosure of such Confidential Information.

d. If the parties have previously executed a nondisclosure agreement ("NDA"), any Confidential Information exchanged pursuant to such NDA will remain confidential, and will as of the date of the execution of this Agreement be deemed Confidential Information within the meaning of this Agreement and also be governed by the terms hereof.

9. Term; Termination.

a. The term of the Agreement is set forth in the Pricing Exhibit to the License Agreement.

b. If either party hereto fails to perform or comply with any material term or condition of this Agreement, specifically including Client's failure to pay any Fees (such party being the "Breaching Party"), and such failure continues unremedied for 30 (thirty) days after receipt of written notice, the other party may terminate this Agreement. Notwithstanding the foregoing, if the Breaching Party has in good faith commenced to remedy such failure and such remedy cannot reasonably be completed within such 30-day period, then the Breaching Party will have an additional 30 (thirty) days to complete such remedy, after which period the other party may terminate this Agreement if such failure continues unremedied.

c. Client may terminate this Agreement at any time during the Initial Term effective as of the date of the next annual anniversary of the Effective Date if Client's budget (funding) is eliminated and Client provides written evidence to Innovative of the elimination of Client's budget (funding) for these services, such evidence to be in the form and substance reasonably requested by Innovative.

d. Except for a termination by Client pursuant to Section 9.b., and unless as otherwise set forth in this Agreement, upon any termination of this Agreement, all prepaid Fees will be nonrefundable and Client will be responsible for all Fees and expenses for the Software provided prior to and as of the date of termination. Any termination of this Agreement will not waive or otherwise adversely affect any other rights or remedies the terminating party may have under the terms of this Agreement. Upon termination of this Agreement, the rights and duties of the parties will terminate, other than the obligation of the Client to pay Fees and costs in accordance herewith, and the obligations of the parties pursuant to Section 1.c. (Software License), Section 3 (Ownership), Section 4 (Fees; Expenses; Payment Terms), Section 6 (Limitations on Liability), Section 7 (Indemnification), Section 8 (Confidentiality), Sections 9.d. and 9.e. (Termination), Section 11 (Client Configurations) and Section 13 (General). Within 30 (thirty) days of receipt of a written request following a termination of this Agreement, each party must return or destroy all Confidential Information of the other party, as requested in writing by the other party. Notwithstanding the foregoing, a party will not be obligated to destroy data containing Confidential Information of the other party when it would be commercially impracticable for the receiving party to do so (for example, when Confidential Information is contained in e-mail stored on backup tapes or other archival media), but for so long as such receiving party is in possession of such Confidential Information of the other party, the terms of Section 8

(Confidentiality) hereof will continue to restrict the receiving party's use or disclosure of such Confidential Information in accordance with State Law. Neither party will be liable to the other for any termination or expiration of this Agreement in accordance with its terms.

e. Following termination of this Agreement, Innovative has no duty whatsoever to deliver to Client any parts of its programming, data model, or any other information regarding which Innovative claims a proprietary or Intellectual Property Right. To the extent that Innovative is requested to perform any services for Client in connection with the termination of this Agreement (including without limitation providing Client with a copy of Client Data in a commercially-standard format to be agreed upon by the Parties), such service will be performed pursuant to a written statement of work under a separate professional services agreement and paid for by Client, applying Innovative's then-current rates for daily/hourly work, as the case may be.

10. **Third Party Software.** The Software may contain third-party and/or "open source" code provided under third-party license agreements. The terms and conditions of such third-party license agreements will apply to such source code in lieu of these terms, where applicable, and Client is responsible for compliance therewith. A listing of certain third-party and/or open source code contained in the Software, the respective license terms applicable to such code, and certain related notices are included in the documentation and/or Specifications made available to Client by Innovative. Except as required for the authorized use of the Software as contemplated herein, Client may not use any name or trademark of any supplier of third party or open source code without such party's prior written authorization.

11. **Client Configurations.** Client will be permitted to use one or more application programming interfaces (APIs) made available by Innovative to configure the Software hereunder in accordance with the Specifications (such configurations or other modifications, "Client Configurations"). Client will not use any other API to modify or configure the Software. No API may be used to create any Client Configuration that, in whole or in part, mimics any material functionality of any software or service developed or marketed by Innovative or that would reasonably be deemed competitive to any software or service developed or marketed by Innovative if the Client Configuration were to be released to the public market. Innovative disclaims all representations and warranties, express or implied, regarding Client Configurations and assumes no liability whatsoever with respect to Client Configurations. Client agrees to indemnify and hold harmless Innovative from all damages and out-of-pocket costs (including reasonable attorney fees) for any third-party action based on a claim that any Client Configuration infringes a copyright or a patent, or constitutes an unlawful disclosure, use or misappropriation of another party's trade secrets.

12. **Back-Up Activities.** Except to the extent that Client purchases Innovative's hosting service or back-up services, Client has the sole responsibility for the maintenance and protection of all data input into the Software, including, without limitation, the making, storing and security of back-up and archive copies of such data and the Software (collectively "Back-Up Activities"), and Client acknowledges Innovative will not perform any Back-Up Activities for or on behalf of Client.

13. **Data Privacy.** Innovative follows industry standard privacy practices, available at <https://www.iii.com/services-privacy-policy/>.

14. **Security.** Innovative holds the internationally-recognized ISO 27001:2013 standard for its information security management system. Security and compliance is a shared responsibility between Innovative and the Client. Innovative operates, manages and controls the components from the host operating system layer to the networking layer, if Hosting is identified in the Pricing Exhibit. All physical security is managed by Innovative's hosting partner. The Client assumes shared responsibility and management of the Software. Client should take into consideration the Client Configurations and any third-party application they choose and their responsibility depending on any applicable laws and regulations. Innovative takes reasonable and appropriate administrative, technical and physical measures to protect the confidentiality, integrity and availability of Client's sensitive information.

15. **General.**

a. **No Waiver.** The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder will not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

- b. Independent Contractor. Client acknowledges that Innovative is at all times an independent contractor and that Client's relationship with Innovative is not one of principal and agent nor employer and employee. No Innovative personnel will be entitled to participate in any compensation or benefits plan of Client.
- c. Force Majeure. Neither party will be liable or responsible for any delay or failure in performance if such delay or failure is caused in whole or in part by fire, flood, explosion, power outage, war, strike, embargo, government regulation, civil or military authority, hurricanes, severe wind, rain, other acts of God, acts or omissions of carriers, third-party local exchange and long distance carriers, utilities, Internet service providers, transmitters, vandals, or hackers, or any other similar causes that may be beyond its control (a "Force Majeure Event").
- d. Notice. Any notice or communication required to be given by either party must be in writing and made by hand delivery, express delivery service, overnight courier, electronic mail, or fax, to the party receiving such communication. Unless otherwise instructed in writing, such notice will be sent to the parties at the addresses set forth on the first page of the License Agreement. All communications pursuant to this Section will be deemed delivered as follows: (a) upon receipt, if delivered personally or by a recognized express delivery or courier service; or (b) when electronically confirmed, if delivered by facsimile.
- e. Invalidity. Any provision of this Agreement which is invalid, illegal, or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.
- f. Counterparts. This Agreement may be executed by the parties in separate counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which when so executed and delivered will be deemed an original, but all such counterparts will together constitute but one and the same instrument.
- g. Publicity. Except as provided in this Section, neither party will make any press release, public statement or other disclosure regarding the terms of this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Innovative will have the right to issue public statements pertaining to the existence of the business relationship between Innovative and Client, including the right to limited use of Client's name, logo and other reasonable non-confidential information in press releases, web pages, advertisements, and other marketing materials.
- h. Assignment. Neither party has the power to assign, license, or sub-license any of its rights or obligations hereunder without the prior written consent of the other party, which will not be unreasonably withheld. Any assignment, license, or sub-license attempted without such consent will be void. Notwithstanding the foregoing, a party may assign this Agreement without the other party's consent (i) as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets or capital stock; or (ii) to an Affiliate of such party provided that any such assignment will not release the assigning party from its obligations under this Agreement.
- i. Waiver of Jury Trial; Governing Language. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. This Agreement and all proceedings hereunder will be conducted in the English language; any translation of this Agreement into another language will be for convenience only but will not modify the meaning hereof. Only a written instrument duly executed by both parties may modify this Agreement.
- j. Entire Agreement. This Agreement contains the entire understanding of the parties, and supersedes all prior agreements and understandings relating to the subject matter hereof, provided that nothing herein will diminish or affect any separate services agreement or statement(s) of work issued thereunder. The parties represent that they are sophisticated commercial entities, have had the opportunity to consult with their own counsel, and have included in this Agreement all terms material to the parties' rights and obligations with respect to the subject matter hereof and intend this document to be the final expression of their contractual intent. The parties further represent and acknowledge that communications exchanged between the parties during contract negotiation (including, without limitation, requests for proposal ("RFPs") and Innovative's responses to such RFPs; questionnaires and responses to same, quotes) do not constitute a part of this Agreement. Purchase orders, work orders or other such documents submitted by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any such purchase order, work order or other such document will have no force or effect and will not amend or modify this Agreement. In the event of any inconsistencies or conflicts among the GTCs, a License

Agreement or any other exhibits or schedules referenced by these GTCs, the following order of priority will control:
1. License Agreement, 2. GTCs and 3. any other terms, agreements, exhibits or schedules included in, or referenced by the Agreement.

Exhibit C
Innovative Interfaces Incorporated
Maintenance and Support
Terms and Conditions

These Maintenance and Support Terms and Conditions (“Support Terms”) apply to the License Agreement. Unless otherwise specified, capitalized terms in these Support Terms have the same meaning as those in the GTCs. The terms set forth herein supplement, but do not replace or modify, the GTCs.

1. **Maintenance and Support.** Innovative will offer maintenance and support on the terms set forth herein (“Maintenance and Support”) for the latest generally available version of the Software and for certain earlier versions in accordance with Innovative’s support policy. Standard Maintenance and Support is included with the price for the annual license set forth in the License Agreement.

2. **Error Response.** Error descriptions (each an “Error”), the Error severity levels and corresponding targeted response time per level are each described in the table below. The Targeted Response Times in the table below identify the response times that Innovative will target for the corresponding Error, however, such Targeted Response Times are not guaranteed.

Severity	Description	Target Response Time
One - Site Down	A major component of the software is in a non-responsive state and severely affects library productivity or operations. A high impact problem that affects the entire library system. Widespread system availability, production system is down	1 hour
Two – Critical	Any component failure or loss of functionality not covered in Severity 1 that is hindering operations, such as, but not limited to: excessively slow response time, functionality degradation; error messages; backup problems; or issues affecting the use of the module or the data	2 hours
Three - High	Lesser issues, questions, or items that minimally impact the work flow or require a work around	2 business days; excludes holidays and weekends
Four – Routine	Issues, questions, or items that don’t impact the work flow. Issues that can easily be scheduled such as an upgrade or patch	4 business days; excludes holidays and weekends

3. **Error Reporting and Diagnosis.**

a. Client must designate a representative as the contact that will report Errors to Innovative and be Innovative’s primary contact for the provision of Maintenance and Support pursuant to the terms of this Agreement (such representative is referred to herein as the “Client Contact”). When a Client Contact reports an Error, Innovative will use commercially reasonable efforts to diagnose the root cause of the Error (“Diagnosis”). Upon completing the Diagnosis, each Error will be classified as either a “Warranty Error” or a “Non-Warranty Error” pursuant to Section 3.b. below. Innovative will use commercially reasonable efforts to diagnose and repair both Warranty and Non-Warranty Errors as described below.

b. “Warranty Errors” are all Errors that do not qualify as Non-Warranty Errors. “Non-Warranty Errors” are Errors resulting from any of the following causes: (i) misuse, improper use, alteration or damage of the Software; (ii) operator error; (iii) incorrect data entry by Client; (iv) third-party software not part of the Software; (v) errors and/or limitations attributable to Client environment; (vi) Client’s failure to incorporate any New Release previously provided to it by Innovative which corrects such Error; (vii) modification of the Software performed by Client; and (viii) technical consulting services provided by Innovative at Client’s request (e.g., change orders, integration development, or configuration design and implementation), unless Client notifies Innovative of such technical

consulting services problem within the applicable warranty period set forth in the governing statement of work, change order or agreement. Client acknowledges that the Software is intended for use only with the software and hardware described in the Specifications provided by Innovative from time to time, and Client will be solely responsible for its adherence thereto.

c. If the Client is hosting their Software, the Client must provide direct network internet access to the Software, including any firewalls. Innovative requires such access to correct Software bugs and carry out modifications of the Software for the purpose of maintaining the Software.

4. **Complimentary and Chargeable Support.** Innovative will respond to all reported Errors pursuant to Section 2 above and will use commercially reasonable efforts to resolve Warranty Errors at no additional charge if Client has purchased and is current on its payment for Maintenance and Support; however, Innovative may charge Client for such effort with respect to Non-Warranty Errors according to the following process: (i) When the Client Contact reports any Error, prior to commencing the Diagnosis for the Error, Innovative will notify the Client Contact that the Diagnosis and repair effort will be at no charge to Client unless the reported Error is determined to be a Non-Warranty Error, in which case only the first two hours of Diagnosis will be at no charge; and (ii) Innovative will then commence the Diagnosis unless instructed otherwise by the Client Contact. If more than two hours are required for the Diagnosis of Non-Warranty Errors, then such additional Diagnosis hours will be charged to Client at Innovative's then-current rate for technical services. Once the Diagnosis is complete, the Client Contact will be given the option of having Innovative proceed with repairing the Non-Warranty Error, and, if so requested, Innovative will provide an estimate of the total cost for such effort. If agreed to by the Client Contact, Innovative will undertake to repair the Non-Warranty Error and charge Client for the associated technical services performed.

5. **Ticket Management and Escalation.** Innovative manages all reported issues using a ticket management system, and provides an Internet portal for Clients to report issues. Clients may review the status of issues reported online. When an Error is either unresolved or not resolved in a timely fashion, the Client should contact Innovative representatives pursuant to Innovative's escalation policy made available on Innovative's Internet portal.

Exhibit D
Innovative Interfaces Incorporated
Hosting Services
Terms and Conditions

These Hosting Services Terms and Conditions (“Hosting Terms”) apply to the License Agreement if, and only to the extent that, Hosting Services are identified on the Pricing Exhibit to the License Agreement as a purchased service. Unless otherwise specified, capitalized terms in these Hosting Terms have the same meaning as those in the GTCs. The terms set forth herein supplement, but do not replace or modify, the GTCs.

1. Hosting Services. The following terms apply for all purposes to Client’s license to and use of the Software under the Agreement.

2. Hosting Solution. Innovative offers clients a standard cloud-based hosting option (the “Standard Plan”). The table below sets forth the features of the Standard Plan. This option provides industry-leading security and monitoring at a SOC 1/SOC 2 Type 2/ISO 27001-audited datacenter by a top-tier cloud hosting provider (the “Hosting Provider”), with the flexibility to meet clients’ data storage, data recovery, and information security policy requirements. To meet clients’ global hosting needs, Innovative offers hosting options in datacenters located in the United States, Ireland, Australia and the Asia-Pacific region, however, Innovative reserves the right to increase, decrease and/or relocate its datacenters at anytime.

Feature	Standard
24x7 infrastructure monitoring	✓
Dedicated production environment	✓
99.9% guaranteed infrastructure uptime**	✓
Dedicated public IP address and custom URL	✓
Operating system installation and management	✓
Library software installation and upgrades	✓
Data backups	Daily
Archive data backup retention	30 days

3. Hosting Solution System Configuration. The hosting systems are configured to meet the solution requirements as per the Hosting Terms set forth on the Pricing Exhibit to the License Agreement.

4. Security Controls.

a. Generally. Subject to the terms of the Agreement, Innovative implements industry-recognized best practices to prevent the unintended or malicious loss, destruction or alteration of Client’s data resident in the Software.

b. Access Control. Highly available redundant firewall and edge routers are configured to control access to hosted systems

c. Network Systems Audit Logging. All firewall logon activity and password changes are logged, monitored, controlled and audited. All intrusion detection and firewall log monitoring is done through services provided by Innovative and those pertinent log files and configuration files are retained for ninety (90) days and can be made available upon request for audit and problem resolution, as may be required.

d. Network Monitoring. All network systems and servers are monitored 24/7/365. Innovative will monitor its systems for security breaches, violations and suspicious (questionable) activity. This includes suspicious external activity (including, without limitation, unauthorized probes, scans or break-in attempts) and suspicious internal activity (including, without limitation, unauthorized system administrator access, unauthorized changes to its system or network, system or network misuse or program information theft or mishandling). Innovative will notify Client as soon as reasonably possible of any known security breaches or suspicious

activities involving Client's production data or environment, including, without limitation, unauthorized access and service attacks, e.g., denial of service attacks.

e. Security Audits. Client may perform audits of Innovative's security best practices. Innovative will share various security audit reports, within reason, as requested by Client.

f. Information Security Auditing/Compliance. Innovative's hosting providers undergo SOC 1/SOC 2 Type 2/ISO 27001 audits each year by independent third-party audit firms.

g. **The 99.9% guaranteed infrastructure uptime is subject to the following Service Level Agreement (SLA):

i. Hours of operation/exclusive remedy for service unavailability. Innovative offers a monthly infrastructure uptime target of 99.9% of Scheduled Up-Time to Client. Scheduled Up-Time means all of the time in a month that is not Scheduled Downtime or Third Party Unavailability. In the event that Innovative fails to provide Client with 99.9% infrastructure uptime for three consecutive months, Client will be entitled to receive a credit equal to the prorated amount of the Fees for the period in which Innovative failed to provide such infrastructure uptime during such months upon receipt of written notice from Client. The remedies set forth in this Paragraph (i) are the exclusive remedies of the Client for Innovative's failure to provide Client with 99.9% infrastructure uptime.

ii. Scheduled Downtime. Scheduled Downtime means the period of time which Innovative or the Hosting Provider, conduct periodic scheduled system maintenance and release updates for which Innovative will provide the Client with advance notice. Innovative will make commercially reasonable efforts to provide Client notice of scheduled system maintenance 48 hours in advance and notice of release updates three weeks in advance.



City of Sunnyvale

Agenda Item

21-0559

Agenda Date: 6/29/2021

REPORT TO COUNCIL

SUBJECT

Award a Contract to Axon Enterprise, Inc. for a Body-Worn Camera Solution and Tasers for the Department of Public Safety (F21-139)

REPORT IN BRIEF

Approval is requested to award a multi-year contract to Axon Enterprise, Inc. of Scottsdale, AZ, to provide a body-worn camera (BWC) solution, including software, unlimited digital evidence storage, and conducted electrical weapons (CEWs) (i.e., Tasers), in a not-to-exceed contract amount of \$1,730,115. Approval is also requested to authorize the City Manager to amend this contract, subject to available budget and if pricing and service remain acceptable to the City.

EXISTING POLICY

Pursuant to Section 2.08.040 (d) of the Sunnyvale Municipal Code, Council approval is required for the procurement of good and/or services greater than \$250,000 in any one transaction.

Further, Section 2.08.070(b)(3) authorizes the purchase of goods and/or services to be exempted from the competitive bidding requirements when the solicitation of bids or proposals would be impractical, unavailing or impossible.

ENVIRONMENTAL REVIEW

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

BACKGROUND AND DISCUSSION

A body worn camera (BWC) is a small, lightweight camera worn on an officer's uniform, capable of capturing video from the officer's perspective. BWCs are becoming standard throughout law enforcement and their use is supported by the International Association of Chiefs of Police and the California Police Chiefs Association. The video and audio documentation of incidents provided by BWCs may assist both in the prosecution of criminal cases and in proving/disproving alleged policy and/or law violations by staff. The cameras will be used by all officers and supervisors in the Department of Public Safety (DPS).

In October 2015, a request for proposals (RFP) was issued to identify a BWC solution. The RFP was structured to solicit the qualifications of vendors, performance of solution and five-year costs for the proposed cameras and storage solution, including all required services, installation, training, and annual maintenance fees. Based on the evaluation of the written proposals and field test results, Taser International, Inc (Taser). was awarded a multi-year contract (RTC No. 16-0488). The Master Services and Purchasing Agreement for software licensing and maintenance of body-worn cameras and CEWs will expire on June 30. In 2017, Taser announced that it had rebranded as Axon Enterprise to reflect its expanded business.

Body-worn cameras collect vital evidence that is uploaded and stored in Axon's cloud-based software application, Evidence.com. Body-worn camera data must be compatible with the software that is used to upload and store evidence. Evidence.com is proprietary, and it has been determined that the replacement or transfer of evidence to a different system would be cost-prohibitive as it would also require a re-investment in the BWC. With this consideration, DPS has determined that Axon is the sole source to provide this equipment and software.

The Department of Public Safety (DPS) met regularly with representatives from Axon Enterprises over the course of four months to review the current products being used in comparison to new Taser products that have been recently introduced. DPS determined that upgrading Taser units to a newer model (Taser 7) was cost-prohibitive and elected to accept a proposal for replacement of existing units with similar models at a lower cost to the City. This discussion also included the necessary access to BWC software and unlimited digital evidence storage through Evidence.com.

Therefore, staff is requesting a 5-year contract term and authorization for the City Manager to amend this contract subject to available budget, should the pricing and service remain acceptable to the City for up to an additional five years.

FISCAL IMPACT

The existing agreement with Axon Enterprises has an annual cost of \$294,042. The proposed five-year contract is at a cost of \$346,023. DPS currently has an annual budget of \$303,400 for this contract. The increase of \$42,623 will be absorbed in the FY 2021/22 DPS operating budget. Funds have been identified in Program 12702, Contracts/Service Agreements from other contracts that are being underspent. The budget impact for FY 2021/22 will be net zero. DPS will evaluate the cost of the contract in subsequent years as part of its bi-annual operating budget analysis and, if a budget increase is required, will include that request in its FY 2022/23 and FY 2023/24 operating budget proposal.

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.

RECOMMENDATION

Take the following actions:

- Award a five-year contract to Axon Enterprise, Inc. for a body-worn camera (BWC) solution, including software, unlimited digital evidence storage, and conducted electrical weapons (CEWs) in a not-to-exceed contract amount of \$1,730,115;
- Authorize the City Manager to execute the contract when all necessary conditions have been

met; and

- Authorize the City Manager to amend the contract, subject to available budget and if pricing and services remain acceptable to the City for up to an additional five years.

Prepared by: Gregory S. Card, Purchasing Officer

Reviewed by: Tim Kirby, Director of Finance

Reviewed by: Phan S. Ngo, Director of Public Safety

Reviewed by: Jaqui Guzmán, Deputy City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Master Services and Purchasing Agreement



Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Device**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Changes in the deployment estimated ship date will be communicated to the Agency and agreed to before changes to charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date, which will be invoiced within 30 days of each annual renewal period of the Term. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB destination via common carrier. Title and risk of loss pass to Agency upon delivery to Agency. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 **Warranty.**

7.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 12.0

Release Date: 12/18/2020

Page 1 of 10



Master Services and Purchasing Agreement

Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

- 7.2 Claims.** If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

- 7.3 Spare Axon Devices.** For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

- 7.4 Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the \$1,000,000.00 Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

- 8 Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

- 9 Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.

- 10 Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.

- 11 Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

**Master Services and Purchasing Agreement**

- 12 **Insurance.** Axon will maintain General Liability in the amount of \$10 million, Workers' Compensation in the amount of \$1,000,000, and Automobile Liability insurance in the amount of \$1,000,000. Upon request, Axon will supply certificates of insurance.
- 13 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("Agency Indemnitees") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 **Termination.**
- 17.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2 **By Agency.** If sufficient funds are not appropriated for this specific service or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 18 **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information. Axon pricing is Confidential Information and competition sensitive.. Axon may publicly announce information related to this Agreement.



Master Services and Purchasing Agreement

19

General.

- 19.1 Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 19.2 Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 19.3 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 19.4 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 19.5 Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 19.6 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 19.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9 Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 19.10 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 19.11 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
 Attn: Legal
 17800 N. 85th Street
 Scottsdale, Arizona 85255
 legal@axon.com

Agency: City of Sunnyvale
 Attn: Department of Public Safety
 PO Box 3707
 Sunnyvale, CA 94088
 Email

- 19.12 Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Agency

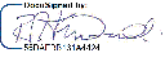
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Release Date: 12/18/2020

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Signature:  _____
Name: Robert Driscoll
Title: VP, Assoc. General Counsel
Date: 6/3/2021 | 7:20 PM MST

Signature: _____
Name: _____
Title: _____
Date: _____



Master Services and Purchasing Agreement

Axon Cloud Services Terms of Use Appendix

1 **Definitions.**

"Agency Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"Non-Content Data" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

"Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

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To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

- 6 **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.
- 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12 **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and

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functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13 Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 14 After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15 Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16 U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
- 17 Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



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Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

- 1 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 2 **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
- 3 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month ("**OSP 7 Term**").
- 4 **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
- 5 **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
- 6 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- 7 **Upgrade Change.** If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8 **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
- 9 **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1 TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2 Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3 Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



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Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2 Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5 Promptly install and implement any software updates provided by Axon;
 - 4.6 Ensure that all appropriate data backups are performed;
 - 4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



AXON

Sunnyvale Dept. of Public Safety - CA

AXON SALES REPRESENTATIVE

Chris Neubeck

602-708-0074

cneubeck@axon.com

ISSUED

6/2/2021

Issued: 06/02/2021



Quote Expiration: 06/30/2021

Account Number: 106606

Payment Terms: Net 30
Delivery Method: Fedex - Ground**Axon Enterprise, Inc.**
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737**SHIP TO**Jim Choi
Sunnyvale Dept. of Public Safety - CA
700 All America Way
Sunnyvale, CA 94086
US**BILL TO**Sunnyvale Dept. of Public Safety - CA
700 All America Way
Sunnyvale, CA 94086
US**SALES REPRESENTATIVE**Chris Neubeck
Phone: 602-708-0074
Email: cneubeck@axon.com
Fax: (480) 658-0629**PRIMARY CONTACT**Jim Choi
Phone: (701) 241-1347
Email: hchoi@sunnyvale.ca.gov**Year 1**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73682	AUTO TAGGING LICENSE	60	225	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	225	0.00	0.00	0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60	225	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	2,250	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	6	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	2	0.00	0.00	0.00
Hardware						
11501	RIGHT-HAND HOLSTER, X26P, BLACKHAWK		125	0.00	0.00	0.00
11504	LEFT-HAND HOLSTER, X26P, BLACKHAWK		100	0.00	0.00	0.00
70116	SPPM, SIGNAL CONNECTED BATTERY PACK, X2/X26P		225	109.20	0.00	0.00
11002	BLACK X26P CEW, HANDLE		225	0.00	0.00	0.00
11004	WARRANTY, 4 YEAR, X26P		225	0.00	0.00	0.00
Other						
73835	AUTO TAGGING LICENSE PAYMENT	12	225	108.00	108.00	24,300.00
73818	OSP STANDARD BUNDLE	60	225	0.00	0.00	0.00
73807	OSP STANDARD PAYMENT	12	225	1,308.00	1,308.00	294,300.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	2	468.00	468.00	936.00
73265	TRANSFERRED AB3 CAMERA TAP WARRANTY	60	225	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Services						
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE		1	0.00	0.00	0.00
					Subtotal	319,536.00
					Estimated Shipping	0.00
					Estimated Tax	26,487.00
					Total	346,023.00

Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
11004	WARRANTY, 4 YEAR, X26P		6	0.00	0.00	0.00
11002	BLACK X26P CEW, HANDLE		6	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73835	AUTO TAGGING LICENSE PAYMENT	12	225	108.00	108.00	24,300.00
73807	OSP STANDARD PAYMENT	12	225	1,308.00	1,308.00	294,300.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	2	468.00	468.00	936.00
					Subtotal	319,536.00
					Estimated Tax	26,487.00
					Total	346,023.00

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73835	AUTO TAGGING LICENSE PAYMENT	12	225	108.00	108.00	24,300.00
73807	OSP STANDARD PAYMENT	12	225	1,308.00	1,308.00	294,300.00

Year 3 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	2	468.00	468.00	936.00
					Subtotal	319,536.00
					Estimated Tax	26,487.00
					Total	346,023.00

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73835	AUTO TAGGING LICENSE PAYMENT	12	225	108.00	108.00	24,300.00
73807	OSP STANDARD PAYMENT	12	225	1,308.00	1,308.00	294,300.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	2	468.00	468.00	936.00
					Subtotal	319,536.00
					Estimated Tax	26,487.00
					Total	346,023.00

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73835	AUTO TAGGING LICENSE PAYMENT	12	225	108.00	108.00	24,300.00
73807	OSP STANDARD PAYMENT	12	225	1,308.00	1,308.00	294,300.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	2	468.00	468.00	936.00
					Subtotal	319,536.00
					Estimated Tax	26,487.00
					Total	346,023.00

Grand Total	1,730,115.00
--------------------	---------------------



Discounts (USD)

Quote Expiration: 06/30/2021

List Amount	1,622,250.00
Discounts	24,570.00
Total	1,597,680.00

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	346,023.00
Spares	0.00
Year 2	346,023.00
Year 3	346,023.00
Year 4	346,023.00
Year 5	346,023.00
Grand Total	1,730,115.00

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions) and the Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. **The Axon Customer Experience Improvement Program Appendix ONLY applies to Customers in the USA.** In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it contemplates the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:	_____	Date:	_____
Name (Print):	_____	Title:	_____
PO# (Or write N/A):	_____		

Please sign and email to Chris Neubeck at cneubeck@axon.com or fax to (480) 658-0629

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Axon Internal Use Only

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		

**Sunnyvale Dept. of Public Safety - CA****ATTENTION**

This order may qualify for freight shipping, please fill out the following information.

What is the contact name and phone number for this shipment?	
What are your receiving hours? (Monday-Friday)	
Is a dock available for this incoming shipment?	
Are there any delivery restrictions? (no box trucks, etc.)	



City of Sunnyvale

Agenda Item

21-0536

Agenda Date: 6/29/2021

REPORT TO COUNCIL

SUBJECT

Modify a Purchase Agreement with Yamaha Motor Finance Corp USA for Electric Golf Cart Lease for the Sunnyvale and Sunken Gardens Golf Courses (F21-0158)

REPORT IN BRIEF

Approval is requested to amend an existing purchase agreement with Yamaha Motor Finance Corp. of Newnan, GA for Electric Golf Cart Lease for the Sunnyvale and Sunken Gardens Golf Courses, increasing the term of the contract as discussed and the not-to-exceed contract amount by \$43,812.40 for a new not-to-exceed total contract amount of \$342,619.22.

EXISTING POLICY

Pursuant to Section 2.08.040 of the Sunnyvale Municipal Code, Council approval is required for the procurement of good and/or services greater than \$250,000 in any one transaction.

ENVIRONMENTAL REVIEW

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

BACKGROUND AND DISCUSSION

In January 2017, Council awarded a Municipal Master Lease Agreement to Yamaha Motor Finance Corp. USA (Yamaha) for the lease of eighty (80) electric golf carts for a 48-month period for use by the Department of Public Works Golf Program at Sunnyvale and Sunken Gardens Golf Courses (RTC No. 16-1140).

The Sunnyvale and Sunken Gardens Golf Courses have largely remained open during the pandemic and have returned to being open 7 days a week, 364 days a year. This is one of the few recreational activities that has remained accessible and able to comply with the changing County Health Orders. In summer, the average cart rental demand is 85 per day. These carts are typically sold out by 11am on the weekends. Cart availability has been strained due to the pandemic, because only single riders were allowed. With restrictions loosening, staff anticipate cart rentals returning to their anticipated level of use.

The current lease for golf carts with Yamaha expired on May 31. Staff is currently negotiating a new lease agreement for electric golf carts with a different provider through an available cooperative contract from Omnia, a national cooperative procurement organization. However, until a new lease agreement for golf carts is executed and the new carts are ordered and delivered, staff has secured a 6 month extension to the term of the contract, with explicit monthly "extension payments," which will

terminate upon the return of the golf carts. The monthly extension payment is the same as the original monthly lease fee.

FISCAL IMPACT

For the proposed lease extension, the net new not to exceed cost to the City is \$43,812.40, which includes estimated sales and use tax. As a month to month contract, the City will end this lease agreement once the new carts are procured and on site, so the total contract amount may be less than the requested not to exceed amount. These costs can be funded in Program 14000 operating budget. The total cost includes an estimated inclusion of \$2,000 for sales and use taxes that will cover previous monthly lease payments. The additional costs should have minimal impact on the Program's expenditures.

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.

RECOMMENDATION

Authorize the City Manager to amend the existing purchase agreement with Yamaha Motor Finance Corp USA in substantially the same form as Attachment 1 to the report, for lease of electric golf carts, extending the term of the contract until December 31, 2021 or until the carts are returned and increasing the not-to-exceed contract amount by \$43,812.40 for a new not-to-exceed total lease contract amount of \$342,619.22.

Prepared by: Gregory S. Card, Purchasing Officer

Reviewed by: Tim Kirby, Director of Finance

Reviewed by: Chip Taylor, Director of Public Works

Reviewed by: Jaqui Guzmán, Deputy City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Yamaha Master Lease Amendment #2

AMENDMENT # 2 TO EQUIPMENT SCHEDULE #116137

This AMENDMENT # 2 ("Amendment") TO EQUIPMENT SCHEDULE # 116137 ("Equipment Schedule") amends such Equipment Schedule as it relates to that certain [Conditional Sales Contract/Master Lease Agreement] (the "Agreement") dated as of December 6, 2016 by and between YAMAHA MOTOR FINANCE CORPORATION, U.S.A., a Delaware corporation located at 6555 Katella Avenue, Cypress, CA 90630 ("YMFUS"), and City of Sunnyvale, located at PO Box 3707, Sunnyvale, CA 94088 ("Customer").

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

I. Amended Terms**1.1 Payments on the Equipment Schedule have been amended and shall be due on the following Remaining Schedule of Payments effective the date of this Amendment:**

	Lease Payment	Sales Tax	Total Payment
6/1/2021	\$5,480.00	\$493.20	\$5,973.20
7/1/2021	\$5,480.00	\$493.20	\$5,973.20
8/1/2021	\$5,480.00	\$493.20	\$5,973.20
9/1/2021	\$5,480.00	\$493.20	\$5,973.20
10/1/2021	\$5,480.00	\$493.20	\$5,973.20
11/1/2021	\$5,480.00	\$493.20	\$5,973.20
12/1/2021	\$5,480.00	\$493.20	\$5,973.20

1.2 Other Terms: The 6 month extension is a month to month payment. Upon return of the golf cars no further extension payments will be due.

II. General

2.1 Authority for Amendment. The execution, delivery and performance of this Amendment has been duly authorized by all requisite corporate or other action on the part of YMFUS and Customer and upon execution and delivery by each of them, will constitute a legal, binding obligation thereof.

2.2 Effect of Amendment. Except as specifically amended hereby, the Agreement and the Equipment Schedule, and all terms contained therein, remains in full force and effect. The Equipment Schedule, as amended by this Amendment, constitutes the entire understanding of the parties with respect to the subject matter hereof. Capitalized terms used herein and not otherwise defined shall have the meaning given them in the Agreement.

2.3 Binding Effect. Each reference herein to a party hereto will be deemed to include its successors and assigns, all of whom will be bound by this Amendment and in whose favor the provisions of this Amendment will inure.

2.4 Counterparts. This Amendment may be executed in counterparts, each of which will constitute an original, but all of which, when taken together, will constitute but one agreement. Copies may be transmitted by facsimile or other electronic means (including attachments to email) for signature and each manually executed or other electronic copy (including an attachment to an email) may be used for all purposes as an original by any party. The Customer, by making any payment required under the Agreement and Equipment Schedule, as amended by this Amendment, ratifies all of the terms of the Agreement and the Equipment Schedule as so amended.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized signers, all with an effective date of May 26, 2021.

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.**City of Sunnyvale**By: _____
Its: _____By: _____
Its: _____



City of Sunnyvale

Agenda Item

21-0679

Agenda Date: 6/29/2021

REPORT TO COUNCIL

SUBJECT

Approve Budget Modification No. 28 in the amount of \$1,868,408 for Emergency Pipeline Repair Work

REPORT IN BRIEF

Approval is requested for Budget Modification No. 28 in the amount of \$1,868,408 for the design (\$252,946) and construction (\$1,615,462) of the emergency repair of the Pond Effluent Pipeline.

EXISTING POLICY

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

ENVIRONMENTAL REVIEW

The initial emergency repairs were exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines 15269, which exempts emergency repairs to publicly or privately owned service facilities necessary to maintain service essential to the public health, safety or welfare.

This action is exempt from review under CEQA in that it involves fiscal activities that will not result in direct or indirect changes to the environment, and which do not commit the City to any specific project that may result in a potentially significant impact on the environment. (CEQA Guidelines Section 15378(b)(4).)

BACKGROUND AND DISCUSSION

On July 29, 2020, Water Pollution Control Plant (WPCP) operators discovered a leak in the secondary effluent pipe that runs between the oxidation treatment ponds and the WPCP. The pipe carries sewage water (effluent) that has undergone two out of three stages of treatment and is substantially treated.

Effluent from the primary treatment process at the WPCP undergoes secondary treatment using two oxidation ponds that have a combined surface area of 440 acres. Following treatment in the oxidation ponds, secondary effluent is then pumped through a 36-inch welded steel Secondary Effluent (SE) pipeline that runs approximately 8 feet below the water surface of a U.S. Fish and Wildlife Service (FWS) Channel.

Staff responded to the SE pipeline failure by utilizing procurement authority for emergencies granted under Sunnyvale Municipal Code Chapters 2.08 (Goods and Services), and 2.09 (Public Works Contracts). An emergency work-around was employed which included bypass pumping around the broken pipeline (RTC No. 20-0765). Recognizing that the work-around was not sustainable for an extended period of time, an intermediate pipeline repair solution was designed and constructed in order to return the SE Pipeline back to normal operation as soon as possible. The intermediate SE pipeline repair design was procured through a change order to Carollo Engineers' existing contract for professional design services associated with the Sunnyvale Cleanwater Project 2.1: Existing Plant Rehabilitation-Split Flow (Plant Rehab) (RTC No. 19-0706). Because this work was time critical, Plant Rehab design contract contingency funds were utilized to expedite the design and engineering services needed during construction for the intermediate fix.

The intermediate SE pipeline repair begins at the existing SE Pump Station and includes approximately 1,200 ft. of two floating 24-inch HDPE pipelines that cross the FWS Channel and then cross Moffett Channel with a newly constructed utility bridge that spans the channel. The dual pipelines are then routed to the fixed growth reactor distribution structure inside the WPCP. Construction in the channels was permitted under an emergency permit from the San Francisco Bay Conservation and Development Commission, a Notification of Emergency Work to the California Department of Fish and Wildlife, and a U.S. Army Corps of Engineers Regional General Permit (RGP) No. 5 for Repair and Protection Activities in Emergency Situations. The RGP requires the City to replace the intermediate repair with a permanent SE pipeline. The regulators have indicated that to use the intermediate pipeline and bridge as the permanent solution, a separate permit and evaluation would be needed.

Preliminary evaluation of conceptual permanent solutions conducted by staff and Carollo Engineers identified a preferred alternative that incorporates the newly constructed 24-inch piping and utility bridge into the permanent SE pipeline solution, reusing as much of the constructed work as possible from the intermediate fix. City staff will return to Council for an amendment to Carollo's contract to include professional services to complete a detailed alternatives analysis, permit, and design the permanent SE solution.

During the evaluation of the SE intermediate pipeline repair, staff realized that a nearby pipeline may also need repair or replacement. The 48-inch Pond Return Pipeline parallels the SE pipeline and conveys backwash and other tertiary Plant flow from the Fixed Growth Reactor distribution structure back to the oxidation ponds. The Pond Return Pipeline is of similar material and vintage as the SE pipeline. The design and engineering services during construction for this work is an addition to the anticipated Plant Rehab project scope. Carollo and staff have negotiated a cost of \$1,041,240.20 for this effort. It is anticipated that this work will be included in the forementioned contract amendment to Carollo's Existing Plant Rehabilitation contract utilizing existing budgeted funds.

The construction costs to date for the emergency repair total \$1,615,462. These costs were charged partially to project 835280 - Secondary Treatment Emergency Repairs and to existing projects in order to keep the project moving forward.

FISCAL IMPACT

Staff Recommends Budget Modification No. 28 to provide funding for the design and construction of the emergency pipeline repair. Funding is provided from the Wastewater Enterprise Fund Capital Projects Reserve and Project 833100 - Sunnyvale Cleanwater Capital Replacement. The reserve is to help fund future capital projects and can be replenished over multiple years on an as needed basis. The project is used to fund urgent and unplanned rehabilitation work usually triggered by a critical failure. Future ongoing funding is available so the existing budget can be released.

**Budget Modification No. 28
FY 2020/21**

	Current	Increase/ (Decrease)	Revised
<u>Wastewater Management</u>			
<u>Enterprise Fund</u>			
<u>Expenditures</u>			
Project 835280 - Secondary Treatment Emergency Repairs	\$ 150,000	\$ 1,868,408	\$ 2,018,408
Project 833100 - Sunnyvale Cleanwater Program Capital Replacement	\$1,070,462	(\$1,070,462)	0
<u>Reserves</u>			
Capital and Infrastructure Reserve	\$ 4,364,490	(\$ 797,946)	\$ 3,566,544

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.

RECOMMENDATION

Approve Budget Modification No. 28 in the amount of \$1,868,408 for Emergency Pipeline Repair Work.

Prepared by: Tim Kirby, Director of Finance
 Reviewed by: Ramana Chinnakotla, Director of Environmental Services
 Reviewed by: Chip Taylor, Director of Public Works
 Reviewed by: Jaqui Guzmán, Deputy City Manager
 Approved by: Kent Steffens, City Manager

ATTACHMENTS

None



City of Sunnyvale

Agenda Item

21-0563

Agenda Date: 6/29/2021

REPORT TO COUNCIL

SUBJECT

Approve the Implementation of the Community Rating System 2021 Multi-Jurisdictional Program for Public Information Related to the National Flood Insurance Program

BACKGROUND

Sunnyvale is a member of the National Flood Insurance Program's (NFIP) Community Rating System (CRS) in which floodplain management activities are translated into flood insurance reductions for residents. CRS is a voluntary program of the Federal Emergency Management Agency (FEMA) NFIP. In 2015, Sunnyvale joined ten other local jurisdictions within Santa Clara County to form the Program for Public Information (PPI) as it relates to the cities' individual flood programs. Each of the ten cities is a member in the CRS program and is committed to participating in the PPI with the intent of collectively earning flood insurance discounts for each City's residents. Sunnyvale is currently a CRS class 7, with a corresponding 15% discount on flood insurance for its residents. The PPI is a voluntary document but has the potential to earn bonus multiplier points for outreach materials. A requirement of the PPI is to prepare an annual report. Valley Water takes the lead on the annual report.

EXISTING POLICY

Council Policy 7.0 - C (4): Support cooperative analysis and negotiation among neighboring and overlapping jurisdictions prior to promulgating laws, regulations, permits and fees that impact residents, property owners and businesses in locations receiving service from multiple agencies.

ENVIRONMENTAL REVIEW

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

DISCUSSION

Sunnyvale has been a member of the CRS program since 1998. The PPI was introduced into Santa Clara County's CRS program in 2013. Participation is voluntary. In the PPI process, communities can work together to decide which flood risk reduction messages are the most appropriate and design a program to deliver those messages. These efforts are awarded points that translate into discounts on flood insurance for the participating communities' constituents. The benefit of participating in a PPI is that bonus multiplier points are awarded since the jurisdictions are working on a combined effort for their outreach messages.

CRS Program Background

CRS is a voluntary program under the NFIP that allows communities to earn flood insurance

premium discounts for their residents and businesses. Communities earn CRS points for activities that promote good flood risk reduction practices, including implementation of outreach activities under the PPI. Communities are assigned class ratings based on the points earned. CRS Class ratings are assigned at 500-point increments and each improvement in class rating nets an additional 5% discount for property owners who pay flood insurance premiums in participating communities. Since Valley Water is not a land-use agency, the points Valley Water earns as a fictitious community provide a foundation for the communities to build upon. FEMA approved this unique arrangement in 1998. The total savings for Santa Clara County residents from CRS discounts is approximately \$2.37 million a year.

PPI Must Be Renewed Every Five Years

Every five years, CRS communities must update the PPI. Each year, the CRS communities must reconvene to evaluate whether the flood risk reduction messages are still appropriate and adjust the PPI, as needed. Additionally, a report to FEMA must be submitted annually describing the PPI implementation. The report is shared with each participating community governing body. On April 14, 2015, Valley Water's Board adopted the original 2015 Santa Clara County PPI 5-Year Plan. On June 23, 2015 (RTC No. 15-0419), the City Council approved the PPI for the City of Sunnyvale.

In February 2020, Valley Water hosted the start of the 5-year PPI process, in which fifteen (15) communities worked together to review and update the 2015 PPI. These communities included the current eleven (11) participating CRS communities (the cities of Cupertino, Gilroy, Los Altos, Milpitas, Morgan Hill, Mountain View, Palo Alto, San Jose, Santa Clara, Sunnyvale, and Valley Water) and four (4) communities that were interested in applying to become a CRS community (the Town of Los Gatos and the Town of Los Altos Hills, the City of Saratoga, and the County of Santa Clara). Staff and external stakeholders from each of the communities participated in the drafting of the PPI.

Due to the COVID-19 pandemic, many communities had to shift priorities to respond to the public health crisis; therefore, FEMA provided an extension of completing of the PPI to early 2021. Valley Water reconvened the participating communities and stakeholders in October 2020 to begin developing the new 5-year PPI for Santa Clara County.

The PPI must be developed by a committee comprised of both staff and non-governmental representatives from each of the participating communities, known as the PPI Committee. Each participant brought unique perspectives and suggestions that enhanced the outreach plan. In addition to FEMA's standard messages, two messages were identified as important to Santa Clara County. The first was encouraging residents and workers to make a personal family emergency plan. The second was urging drivers to slow down on wet roads and avoid driving through ponded water to reduce traffic accidents.

The draft PPI was reviewed by FEMA to ensure its provisions fully comply with FEMA requirements, prior to approval by any participating agency's government body.

Valley Water approved the PPI 5-Year Plan on April 27, 2021.

FISCAL IMPACT

There is no financial impact associated with this item.

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

Take the following actions:

- Review the 2021 Santa Clara County Multi-Jurisdictional Program for Public Information; and
- Approve the implementation of the Program for Public Information 5-Year Plan to be part of the City's participation in the Community Rating System (CRS) that provides premium discounts for policies in the National Flood Insurance Program.

Prepared by: Tamara Davis, Senior Management Analyst

Reviewed by: Chip Taylor, Director, Department of Public Works

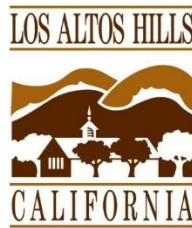
Reviewed by: Jaqui Guzmán, Deputy City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. 2021 Santa Clara County Multi-Jurisdictional Program for Public Information (5-Year Plan)
2. Program for Public Information, Appendix A
3. Program for Public Information, Appendix D

Santa Clara County Multi-Jurisdictional Program for Public Information 2021 (5-Year Plan)



April 2021

Prepared by:

Santa Clara Valley Water District

and

Participating County of Santa Clara Communities

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List of Abbreviations

Abbreviation	Description
AFN	Access and Functional Needs
ALERT	Automated Local Evaluation in Real Time
ARES	Amateur Radio Emergency Services
CADRE	Collaborating Agencies' Disaster Relief Effort
CAL	Communities at Large
CCD	Coastal Clean-Up Day
CERT	Community Emergency Response Team
CFM	Certified Floodplain Manager
CFPW	California Flood Preparedness Week
CIP	Capital Improvement Projects
COVID	Corona Virus Disease
CP	Coverage Improvement Plan
CPI	Coverage Improvement Plan Implementation
CPRU	Community Project Review Unit
CRS	Community Rating System
CUP	City of Cupertino
CWM	Countywide Mailer
DFH	Disclosure of Flood Hazard
DWR	Department of Water Resources
ECHO	Executive Council of Homeowners
EOC	Emergency Operations Center
ED	Earth Day
ESV	Emergency Services Volunteers
FAA	Financial Assistance Advice
FEMA	Federal Emergency Management Agency
FIRM	Flood Insurance Rate Map
FPM	Floodplain Manager or Floodplain Mailer
FRP	Flood Response Preparations
GIL	City of Gilroy
GIS	Geographic Information System
GF	Gilroy Garlic Festival
HOA	Homeowners Association
ISO	Insurance Services Office
JPA	Joint Powers Authority
LA	City of Los Altos
LAH	Town of Los Altos Hills
LG	Town of Los Gatos
MS4s	Municipal Separate Storm Sewer Systems
NFIP	National Flood Insurance Program
NOAA	National Ocean & Atmospheric Administration
NPDES	National Pollutant Discharge Elimination System

NRCD	National River Clean-Up Day
OA	Operational Area
OEM	Office of Emergency Management
OES	Office of Emergency Services
O&M	Operations & Maintainance
OP	Outreach Project
MCOH	Municipal Corporation Open House
MIL	City of Milpitas
MH	City of Morgan Hill
MV	City of Mountain View
MVA&WF	Mountain View Art & Wine Festival
PA	City of Palo Alto
PE	Professional Engineer
PG&E	Pacific Gas & Electric
PPA	Property Protection Advice
PPI	Program for Public Information
PPV	Protection Advice Provided after a Site Visit
PWWCOH	Public Works Week Community Open House
RACES	Radio Amateur Civil Emergency Service
ReadySCC	Ready Santa Clara County
REB	Real Estate Agent Brochure
RL	Repetitive Loss
SAR	City of Saratoga
SC	City of Santa Clara
SCC	Santa Clara County
SCVURPP	Santa Clara Valley Urban Runoff Pollution Prevention Program
SFHA	Special Flood Hazard Area
SJ	City of San José
SU	City of Sunnyvale
TA	Target Audience
TNL	Thursday Night Live
TP	Town Picnic
USACOE	United States Army Corps of Engineers
USGS	United States Geological Survey
VW	Valley Water
WDR	Waste Discharge Requirements
WEB	Flood Protection Website

I. BACKGROUND

Santa Clara County is located at the south end of San Francisco Bay and has come to be known as Silicon Valley. Currently, eleven (11) of the seventeen (17) communities in Santa Clara County participate in the Federal Emergency Management Agency's (FEMA), National Flood Insurance Program (NFIP), Community Rating System (CRS), a program to provide discounts on flood insurance premiums. Santa Clara Valley Water District (Valley Water), the water management agency for Santa Clara County, participates as one of the few fictitious communities in the nation. This unique arrangement was set up with FEMA in 1998 so participating Santa Clara County CRS communities could take advantage of Valley Water's point-earning efforts. Essentially, this allows Valley Water's activities to provide a foundation of points with simplified bookkeeping, since FEMA has already approved the activities through Valley Water's 5-year verification visits and subsequent annual recertifications.

Flooding in Santa Clara County comes from heavy local rainstorms that occur during the winter months of December through March. Occasionally, the rainy season extends into April, but little rain falls between May to October. Valley Water designs and carries out extensive flood protection outreach programs. For example, Valley Water shares social media videos and postings, digital banners, newspaper advertorials, radio, and television/mobile ads targeted by area and language and maintains an extensive website of flood protection information. Communities have augmented Valley Water's efforts through other efforts targeted within their specific jurisdiction. Until the Program for Public Information (PPI) process started, there had been little discussion between the communities and Valley Water about the effectiveness of these programs and if they contained the most significant messages.

Since becoming part of the program, Valley Water has led meetings to educate participating communities floodplain managers and increase participation in CRS. In 2012, Valley Water hosted a 5-day FEMA class on Floodplain Management, to help prepare staff from local cities for the Certified Floodplain Manager (CFM) exam. Based on the high number of participants, it was clear that local communities were interested in working with their counterparts in other communities to understand the CRS program better and maximize their own jurisdiction's CRS points.

The California Department of Water Resources (DWR) provides statewide NFIP workshops that are designed to interpret and explain the NFIP regulations and to give an overview of the need for community-based floodplain management. DWR and FEMA conduct workshops for floodplain management agencies, including State and local officials. The workshops allow floodplain management officials to have a greater understanding of FEMA's minimum regulation requirements and how to meet them. Valley Water continues to coordinate with the DWR to ensure these trainings and workshops can be offered locally to our area's CFMs and floodplain management officials by hosting these events, at a minimum, every other year.

The new Program for Public Information (PPI) introduced in the *FEMA NFIP CRS Coordinator's Manual (Edition 2013)* was recognized as an excellent project to work on jointly with the CRS communities of Santa Clara County. As stated in the example PPI from Snohomish County, Washington:

The Program for Public Information is a planning tool to provide a step-by-step coordinated approach to flood hazard outreach. The PPI can be developed and implemented by a single community or with other communities as a multi-jurisdictional effort. The purpose is the same: to improve communication with citizens, and to provide information about flood hazards, flood safety, flood insurance and ways to protect property and natural floodplain functions to those who can benefit from it. The intent of the CRS program, and the PPI, is to reduce injury to people and damage to property from future floods. Coordination between jurisdictions through a Multi-Jurisdictional Program for Public

Information further increases efficiency in resources and improves communication with citizens.

Additionally, developing a Multi-Jurisdictional PPI in Santa Clara County was a way to earn significant CRS points, which may translate into greater discounts on flood insurance premiums for our policy holders. The Multi-Jurisdictional PPI rewards participants for developing messages that are tailored to local needs.

In November 2013, Valley Water proceeded to convene a meeting of all the CRS coordinators in the county to explain the PPI process and gauge interest for developing a Multi-Jurisdictional PPI for Santa Clara County. Although Valley Water offered to host the process and provided staffing, it was understood that for the 2015 PPI development each participating community would be required to: 1) conduct the CRS Self-Assessment; 2) recruit a non-governmental stakeholder; 3) participate in the PPI Committee meetings and 4) bring the PPI to their elected body for approval. With the enthusiastic support of the CRS coordinators, the PPI process was started.

In 2015, twelve (12) communities agreed to develop the PPI. These communities were comprised of the ten (10) incorporated cities, County of Santa Clara, and Valley Water. For the original twelve (12) communities, several factors encouraged development of the PPI in 2015. First, the California Department of Water Resources (DWR) *Flood Futures Report*, released in November of 2013, took a comprehensive look at flood risk across the entire state. Santa Clara County was listed second in California in two important flood risk categories: most-people-exposed-to-flooding and most-property-exposed-to-flooding. Additionally, the threat of sea-level rise and increases in storm intensity expected from climate change may make flooding more severe locally. Finally, the local Insurance Service Office (ISO) CRS Specialist brought it to Valley Water's attention as something that would work well with the agency's role as a fictitious community.

The six priority topics of the revised CRS program are essentially best management practices for households but are not necessarily focused on businesses. The major employers of Silicon Valley form a ring around the edge of the bay, located in areas subject to tidal flooding. As sea levels rise due to climate change, these industrial parks will be subject to more frequent flooding. Although the buildings may be designed to withstand floods, issues associated with flooded roads may create problems for thousands of workers getting to and from work. Each person who works in the tidal flooding zone will need to develop emergency plans for getting home before freeways flood, communicate with their families, and take care of them.

In Santa Clara County, most of the flood risk to households is from fluvial flooding (creek flooding). Since Santa Clara County is adjacent to San Francisco Bay, tidal and fluvial flooding both pose risks. Historically, fluvial flooding has caused most of the flood damage that has occurred here, but in the future, the risk of tidal flooding is expected to increase due to climate change-induced sea-level rise. The PPI Committee meetings have provided an opportunity for staff from the various cities and Valley Water, who work on CRS regularly, to talk about what the local flood messages really need to say and what aspects of the extensive public outreach plan are already in place and are working well. As electronic forms of communication become more and more a part of daily living, information is expected to be just a few clicks away. The role of local flood professionals is to make sure that the information is in place for people to find when they need it. In the PPI meetings, discussions have occurred as to what makes up that "needed information."

II. GOALS

The PPI participants share a vision to improve the efficiency of the communities' collective outreach efforts and to tailor outreach messages better to local needs. The participants also see the PPI as the backbone activity of an ongoing CRS Users Group that will help the local governments maintain or improve their individual CRS ratings by encouraging the purchase of flood insurance and promoting best practices that reduce flood risk.

At the beginning of the PPI process, it was recognized that getting the twelve (12) communities to meet all the FEMA requirements for participation would be a challenge. Consequently, the goal was set for the first year's PPI as getting the process going with as many communities as possible and developing a track record of success. Given that Valley Water has had an extensive public outreach program for many years, the goal was not to increase the size and scope of the program but to tailor the existing programs to be more effective and efficient.

Through discussions with stakeholders during the PPI meetings, the PPI process was determined to be a good way to evaluate the existing outreach system and build on what works well. The cities' staff had good insight about what aspects of Valley Water's program were well-received with their residents through questions, complaints, and comments they have gotten from the public over the years. The stakeholders shared reactions to various components of past outreach efforts and their effectiveness in conveying the message.

Several messages relating to public safety came out of the discussions as messages that need to be stressed. One was to "*slow down on wet roads*" and the other is "*never drive through water.*" Even though these are common sense messages, there are accidents every rainy season because some people do not follow them.

The lack of personal emergency plans was also seen as an ongoing problem. Although it is easy to prepare these plans, many families do not get around to it until after the emergency has already happened. For the most part, the family emergency plan is the same for a whole range of emergencies. Locally, the most likely emergencies are related to fire, earthquake, or flooding.

Another goal that surfaced through the discussions is collaborating with non-governmental organizations like American Red Cross and Pacific Gas & Electric (PG&E), who conduct their own outreach. A few slides will be added to the standard American Red Cross and/or PG&E presentations on flooding and encouraging people to purchase flood insurance. The PPI participants may send speakers with knowledge of flooding to appropriate groups.

III. PPI COMMITTEE

2015 PPI Committee

FEMA requires that each community provide at least two representatives to the regional PPI Committee, with at least half of the representatives from outside of the local government. Additionally, at least half of the representatives must attend all the meetings of the regional committee. The past 2015 PPI Committee is listed in Appendix C.

Each PPI Committee member was asked to share their perspectives on flood information needs and how the existing programs worked.

The meetings were organized to follow the example in the FEMA report *Developing a Program for Public Information* (March 2013) which breaks the process into the following seven (7) steps:

- Step 1: Establish a PPI Committee.
- Step 2: Assess the community's public information needs and inventory existing public information and outreach efforts.
- Step 3: Formulate messages.
- Step 4: Identify outreach projects to convey the messages.
- Step 5: Examine other public information initiatives.
- Step 6: Prepare the PPI document.
- Step 7: Implement, monitor, and evaluate the program.

The process was designed to be accomplished in four meetings to allow time for a wide range of discussions. Between the third and the fourth meeting, a subgroup worked on drafting the PPI for the rest of the committee members to review. The dates were set at the beginning of the process for participants to arrange their schedules accordingly. Even with a lot of lead time, getting participation was challenging. Part of the issue may have been local weather conditions. Severe drought made planning for flood protection seem less relevant than normal.

The first stakeholder meeting was held on February 12, 2014. Communities were asked to complete FEMA's self-assessment before the meeting. The participants got to know each other by sharing the flood risk characteristics and flood insurance statistics identified from the self-assessments. These characteristics were translated into the public information needs (Step 2) and target audiences. Step 3 was started by formulating messages and Step 4 by identifying projects for the PPI.

The second meeting was held on March 27, 2014. The information from the previous meeting had been captured in a draft of the PPI worksheet and it was agreed to use this draft worksheet as minutes of the discussion. A presentation was given on the outreach program operated by Valley Water and discussion ensued regarding the effectiveness of these programs based on perceptions of the stakeholders. Significant progress was made on Steps 3, 4, and 5. In addition to outreach projects, the importance of other public information initiatives (Step 5) was discussed. As our society gets more web-based, people expect to find the information they seek at any time day or night within a few clicks. The consensus was that as the flood protection professionals for the county, it is our job to make sure that the information is available on our websites for our residents to find when they need it.

The third meeting was held on April 24, 2014. The American Red Cross presented their outreach programs, which are designed for disaster planning in general, not necessarily for flooding disasters. PG&E also briefly presented. This finished Step 2. The PPI worksheet was updated again.

During the April meeting, a sub-committee was convened to draft the PPI. Three working meetings were held to work through issues related to the draft. Writing assignments were shared to produce a draft for the full PPI Committee to review. Messages were formulated (Step 3) and outreach projects to convey the messages (Step 4) were identified.

The fourth meeting was held on June 26, 2014, to discuss the draft of the PPI and to finish filling out the assignments for the PPI worksheet. Based on the comments received at the meeting, another draft was circulated by email for the PPI stakeholders to approve.

2021 PPI Committee

Every five years, the PPI Committee reconvenes to review and revise the PPI document. The 2021 PPI Committee (see Table 1) initially met on February 27, 2020, to update the 2015 PPI; due to sunset in April 2020. The meeting outcomes included: 1) gathering communities' input on how the 2015 PPI worked in FY20; 2) planning and confirming the PPI messages to finalize the Annual Evaluation Report for FY20 (Year 5), and 3) reviewing and updating the 2015 PPI to develop the 2021 PPI in accordance with the *FEMA NFIP CRS Coordinator's Manual (Edition 2017)*.

Shortly after the meeting, on March 4, 2020, Governor Gavin Newsom issued a Proclamation of a State of Emergency in the State of California in response to the COVID-19 pandemic. On March 16, 2020, the County of Santa Clara Public Health Officer issued a legal order directing all residents to shelter-in-place starting March 17, 2020. In compliance with the Public Health Order, all upcoming Santa Clara County PPI Meetings were postponed until further notice.

On October 29, 2020, the PPI Committee reconvened virtually to discuss the revisions on the 2015 PPI. It was the consensus of the committee to amend the existing 2015 PPI, rather than create a new document.

On December 11, 2020, the PPI Committee met virtually to review the newly drafted 2021 PPI. During the meeting, Valley Water's 2020-21 Flood Awareness Campaign was discussed, including Valley Water's Annual Floodplain Mailer. The committee also reviewed the previous year's 2019-20 Flood Awareness Campaign survey data results. Valley Water shared the 'Social Media Resource Guide' available to all Santa Clara County cities and the county.

The PPI Committee reviewed the additional outreach projects for Activity 360 - Flood Protection Assistance and outreach projects for Activity 370 - Flood Insurance Promotion. Additionally, the PPI Committee agreed to create two Appendices. Appendix A documents the creditable CRS activities each community will report on during their verification cycle visit and Appendix B documents the non-creditable Activity 330 Outreach Projects conducted in the community. The non-creditable CRS activities are other additional flood preparedness outreach efforts the community undertakes; however, outreach projects identified in Appendix B may be creditable under other CRS activities/element, such as Activity 350, c). Flood protection website (WEB).

For the benefit of communities/representatives who were unable to join the PPI meetings scheduled on February 27, 2020, October 29, 2020, or December 11, 2020, Zoom videos of the October and December meetings were shared with PPI Committee members following each meeting.

For the 2021 PPI Committee, there are 15 participating communities, 11 (eleven) participating CRS communities and four (4) communities who are showing an interest in applying to become a CRS community. These four communities are the County of Santa Clara, the Town of Los Altos Hills, the Town of Los Gatos, and the City of Saratoga.

Stakeholder Definition and Responsibilities

According to the *FEMA NFIP CRS Coordinator's Manual (Edition 2017)* (page 330-23), "a stakeholder can be any agency, organization, or person (other than the community itself) that supports the message." For example, a city resident or floodplain resident, business leader, insurance agent, civic group, academia, a non-profit organization, major employers, managers of critical facilities, farmer, landowner, developer, and other participants with no attachment to the local government can be a stakeholder.

The responsibilities of a stakeholder are as follows:

Annually:

- 1) Attend Santa Clara County PPI Committee Meetings (internal/external stakeholder) meetings (typically two (2) meetings a year); and
- 2) Provide input on the development of the Annual Evaluation Report for the PPI.

Every Five Years:

- 1) Provide input on the development of the Santa Clara County Multi-Jurisdictional Program for Public Information (PPI) with the perspective of a resident/business/organization (typically 2-4 meetings every five (5) years).

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Table 1. Members of the Santa Clara County Multi-Jurisdictional 2021 PPI Committee

Community	Local Government Representative and Alternates	External Stakeholders
County of Santa Clara	Chris Freitas , Sr. Civil Engineer Neville R. Pereira , PE, Development Services Manager, Department of Planning and Development, Floodplain Manager	Marsha Hovey , CADRE Board Chair
Cupertino	Chad Mosley , Assistant Public Works Director/City Engineer, Public Works Department, Floodplain Manager Jennifer Chu , Senior Civil Engineer Public Works Department	Jim Oberhofer , Emergency Coordinator Cupertino ARES/RACES
Gilroy	Gary Heap , City Engineer Public Works Department Jorge Duran , Senior Civil Engineer, Floodplain Manager Public Works Department	Merna Leal , City of Gilroy resident
Los Altos	Steven Golden , Senior Planner, Floodplain Manager Andrea Trese , Associate Civil Engineer	Christopher Wilson , Operations Manager, Los Altos Suburban District, California Water Company
Los Altos Hill	Carl Cahill , City Manager, Floodplain Manager Nichol Bowersox , Public Works Director/ City Engineer Christine Hoffmann , Assistant Engineer (DPW)	Phil Witt , General Manager Purissima Hills Water District
Los Gatos	WooJae Kim , P.E, Town Engineer Parks and Public Works, Floodplain Manager	Annamaria Swardenski , Swardenski Consulting
Milpitas	Steven Erickson , City Engineer/Engineering Director, Floodplain Manager Kan Xu , Principal Civil Engineer, Engineering Land Development Section Brian Petrovic , Associate Civil Engineer Engineering Land Development Section Elizabeth Koo , Administrative Analyst, Engineering Land Development Section	Warren Wettenstein , Chairman of the Economic Development & Trade Commission and President of the Milpitas Chamber
Morgan Hill	Maria Angeles , Senior Civil Engineer, Floodplain Manager, CFM Charlie Ha , Supervising Civil Engineer Engineering & Utilities Department	Swanee Edwards , City of Morgan Hill resident
Mountain View	Renee Gunn , Senior Civil Engineer, Public Works Department Gabrielle Abdon , Assistant Engineer, CFM	Kevin Conant , PG&E
Palo Alto	Rajeev Hada , Project Engineer, CFM Public Works Department, Engineering Services Division, Floodplain Manager	Dan Melick , CERT Volunteer City of Palo Alto resident
San José	Arlene Lew , Principal Engineering Technician Vivian Tom , Senior Transportation Specialist Department of Public Works Development Services Division	Shari Carlet , City of San José resident, certified Floodplain Manager
Santa Clara	Evelyn Liang , Senior Civil Engineer Falguni Amin , Principal Engineer Public Works – Engineering	Kevin Moore , Retired City Council member
Saratoga	David Dorchich , PE, QSP/D, Associate Civil Engineer, Community Development Department, Floodplain Manager	Rebecca Gallardo , Real Estate Agent for Interio, a Berkshire Hathaway Affiliate, servicing all areas of the Bay Area
Sunnyvale	Tamara Davis , Senior Management Analyst	Jeff Holzman , Director, Real Estate District Development Google Agnes Veith , City of Sunnyvale resident
Valley Water	Trisha Howard , Program Administrator Paola Giles , Public Information Representative III Sherilyn Tran , Office of Civic Engagement Unit Manager	Nikki Rowe , American Red Cross

IV. COMMUNITIES' FLOOD HAZARD AREAS

The sections below provide a description of each participating community and their flood hazard areas. In Santa Clara County, careful attention needs to be paid to flood protection for the businesses that make up Silicon Valley. Many of these large employers are located in a ring of office parks near the edge of the San Francisco Bay in areas subject to both fluvial and tidal flooding. This is particularly true for the communities of Palo Alto, Mountain View, Sunnyvale, Santa Clara, San José, and Milpitas.

Data Sources for Individual Community Sections:

Community Description: The introductory community description sections were provided by each community.

Population Data: In the below individual city/county pages, the population data were obtained from the US Census Bureau population estimates dated July 1, 2019:
<https://www.census.gov/quickfacts/fact/table>.

Flood Hazard Data: The Flood Hazard Data was provided by each community.

Flood Insurance Data: The Flood Insurance Data was provided by the CRS Technical Reviewer, ISO representative Dave Arkens on November 15 and 18, 2020, from the FEMA Community Information System (CIS) database. These estimates are dated as of November 2, 2020.

The insurance occupancy zone data indicates residential land use. The insurance flood zone data indicates policies in different flood zones, including non-flood zones.

For the definitions of the FEMA flood zone designations in the insurance occupancy and flood zone, please see Appendix D.

FEMA Flood Hazard Area Maps: The FEMA Flood Hazard Area Maps were provided by Valley Water's Geographic Information System (GIS) team through the Flood Insurance Rate Map (FIRM) database and are dated as of November 2020.

The FIRM is the basis for floodplain management, mitigation, and insurance activities for the NFIP. Insurance applications include enforcement of the mandatory purchase requirement of the Flood Disaster Protection Act, which "... requires the purchase of flood insurance by property owners who are being assisted by Federal programs or by Federally supervised, regulated or insured agencies or institutions in the acquisition or improvement of land facilities located or to be located in identified areas having special flood hazards, " Section 2(b)(4) of the Flood Disaster Protection Act of 1973.

In addition to the identification of SFHAs, the risk zones shown on the FIRMs are the basis for the establishment of premium rates for flood coverage offered through the NFIP. The FIRM Database presents the flood risk information depicted on the FIRM in a digital format suitable for use in electronic mapping applications. The FIRM Database serves to archive the information collected during the Flood Risk Project.

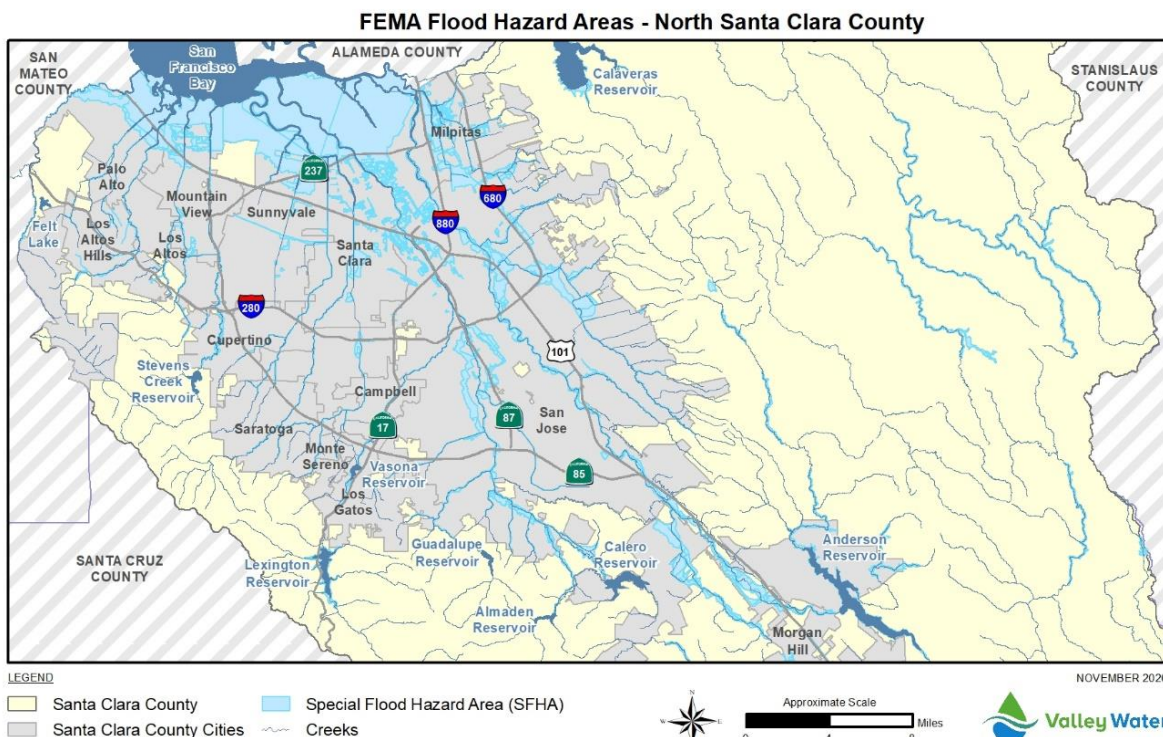
County of Santa Clara, Unincorporated Areas

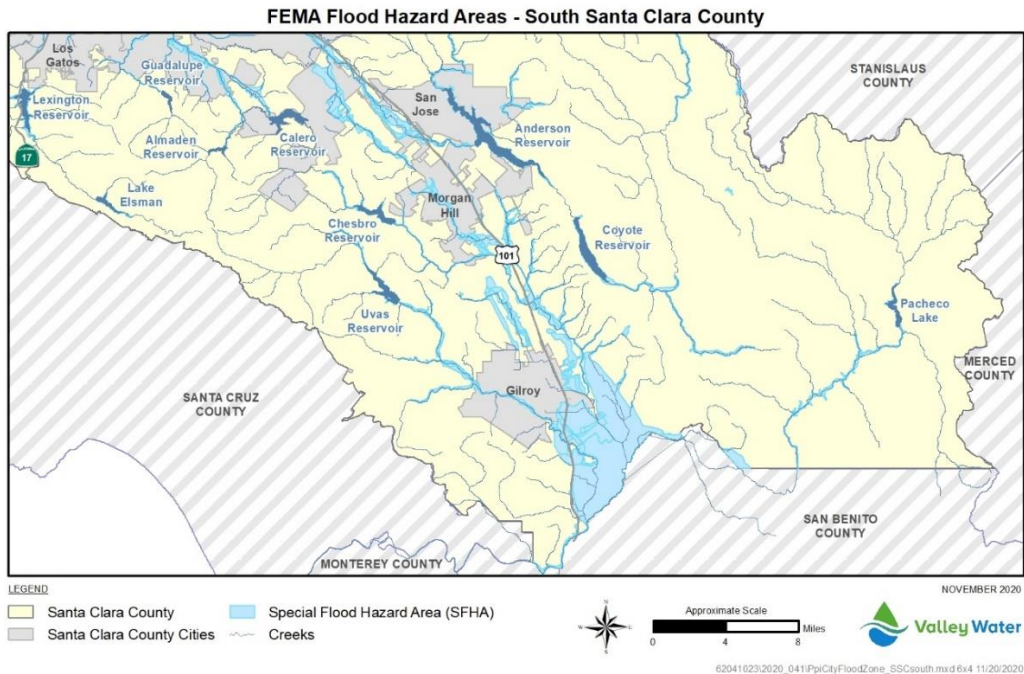
The County of Santa Clara is located at the south end of San Francisco Bay between Alameda and San Mateo counties. The county has a population of about 1,927,852 residents. There are 13 incorporated cities and two (2) incorporated towns located in Santa Clara County. Most are concentrated in the northern half of the county near San Francisco Bay and these cities are jointly known as Silicon Valley. Gilroy and Morgan Hill are located in the southern half of the county. Santa Clara County also falls in two (2) major watersheds. The northern section flows to San Francisco Bay through Coyote Creek, the Guadalupe River, Stevens Creek, San Francisquito Creek, and a few smaller creeks. The southern section flows to Monterey Bay through the Pajaro River.

Although 73 percent of the land is unincorporated or not included within any city; only five (5) percent of the County's population lives outside of the cities. Most of the unincorporated land is used for agriculture (63 percent), 19 percent is in low-density residential, 17 percent is in parks and open space preserves with about one (1) percent in commercial and industrial uses.

Flood Hazard On the FEMA floodplain maps, four (4) Special Flood Hazard Area (SFHA) zones are identified. They are A, AE, AO, and AH. The number of structures in the SFHA is unknown, but most are included in low-density residential zones except for eight (8) trailer parks in the unincorporated County. Most of the flooding in the unincorporated County occurs along Llagas Creek between Morgan Hill and Gilroy, flowing south to and along the Pajaro River which forms

part of the southern boundary of the County. There are levees included in the SFHA and they have been re-certified within the last seven years. Though the county has experienced isolated local flooding events in the last ten years, no events of note have been experienced since the storm events of 1995, 1997, and 1998 (Disaster DR-1046, DR-1155, and DR-1203, respectively).





Repetitive Loss Properties The unincorporated section in the areas of County of Santa Clara have three (3) repetitive loss properties.

County of Santa Clara Flood Insurance Data (as of 11/02/20)

Insurance by Occupancy

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
Single Family	338	\$517,704	\$88,651,200	124	\$1,586,157.90	\$71,472.81
2-4 Family	5	\$8,006	\$1,250,000	2	\$2,520.04	\$425.00
All Other Residential	4	\$8,173	\$1,785,900	6	\$144,245.01	\$3,425.00
Non Residential	38	\$122,904	\$7,434,600	9	\$126,397.89	\$3,385.00
Total	385	\$656,787	\$99,121,700	141	\$1,859,320.84	\$78,707.81

Insurance by Zone

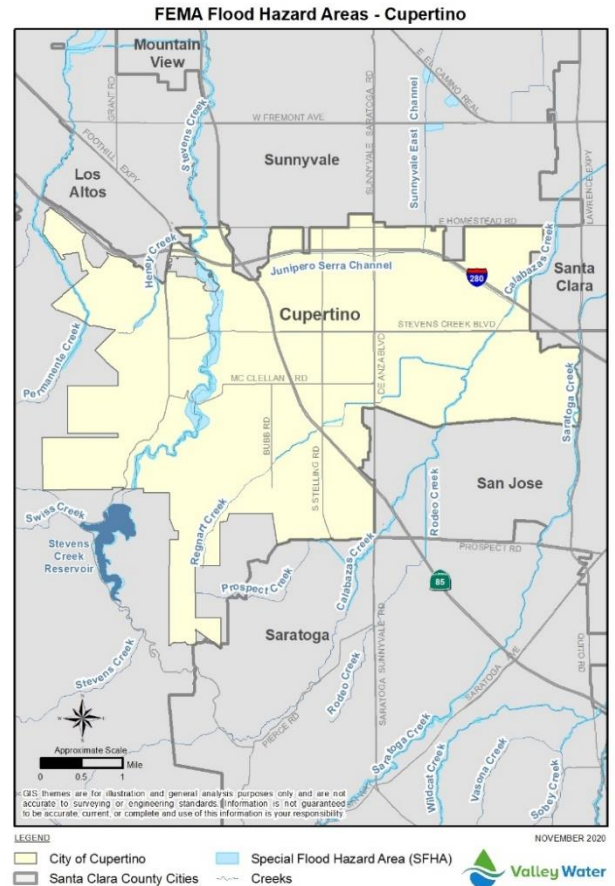
	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
A01-30 & AE Zones	123	\$222,993	\$30,144,600	50	\$869,607.32	\$32,150.78
A Zones	104	\$259,113	\$24,952,100	40	\$180,129.76	\$11,820.00
AO Zones	57	\$62,601	\$15,199,500	16	\$306,699.26	\$14,577.03
AH Zones	10	\$10,640	\$2,544,600	2	\$14,080.36	\$370.00
AR Zones	0	\$0	\$0	0	\$0.00	\$0.00
A99 Zones	0	\$0	\$0	0	\$0.00	\$0.00
V01-30 & VE Zones	0	\$0	\$0	0	\$0.00	\$0.00
V Zones	0	\$0	\$0	0	\$0.00	\$0.00
D Zones	41	\$76,355	\$10,485,300	15	\$421,076.92	\$14,065.00
B, C & X Zone						
Standard	21	\$15,307	\$7,393,100	4	\$15,559.56	\$1,925.00
Preferred	11	\$4,307	\$3,850,000	2	\$0.00	\$495.00
Total	367	\$651,316	\$94,569,200	129	\$1,807,153.18	\$75,402.81

City of Cupertino

The City of Cupertino is located at the southern end of San Francisco Bay, on the western edge of the Santa Clara Valley. It is approximately ten (10) miles southwest of the Mineta San José International Airport with convenient freeway access via State Route 85 and Interstate 280. The city, home of Apple's corporate headquarters and De Anza College, has a population of over 59,276 residents and encompasses 11.3 square miles or 7,230 acres.

Flood Hazard Under the current FIRMs, the City of Cupertino has 130 structures in the Special Flood Hazard Area (SFHA). The city's SFHAs consist solely of designated zones A and AE. Of the total number of structures in the SHFA, 80 percent are single-family (1-4 units), one (1) percent is multi-family (5 or more units), and 19 percent are commercial or non-residential. Several streams run through Cupertino that flow into the San Francisco Bay, including Calabazas Creek, Saratoga Creek, Stevens Creek, Regnart Creek, Heney Creek, Prospect Creek and Permanente Creek. Specific areas that are susceptible to flooding are near Stevens Creek and Heney Creek. The city had experienced flooding around Calabazas Creek in 1998, but flood protection projects completed by Valley Water have decreased the risk of flooding significantly.

Repetitive Loss Properties There are currently no repetitive loss properties in the city. The city had one (1) repetitive loss property within its jurisdiction and the property was purchased by the city in 2014.



City of Cupertino Flood Insurance Data (as of 11/02/20)

Insurance by Occupancy

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
Single Family	66	\$65,619	\$19,769,000	11	\$56,103.61	\$3,130.00
2-4 Family	5	\$1,584	\$1,352,400	1	\$751.13	\$225.00
All Other Residential	4	\$11,089	\$2,400,000	7	\$755,315.99	\$23,069.98
Non Residential	4	\$7,797	\$2,200,000	1	\$0.00	\$275.00
Total	79	\$86,089	\$25,721,400	20	\$812,170.73	\$26,699.98

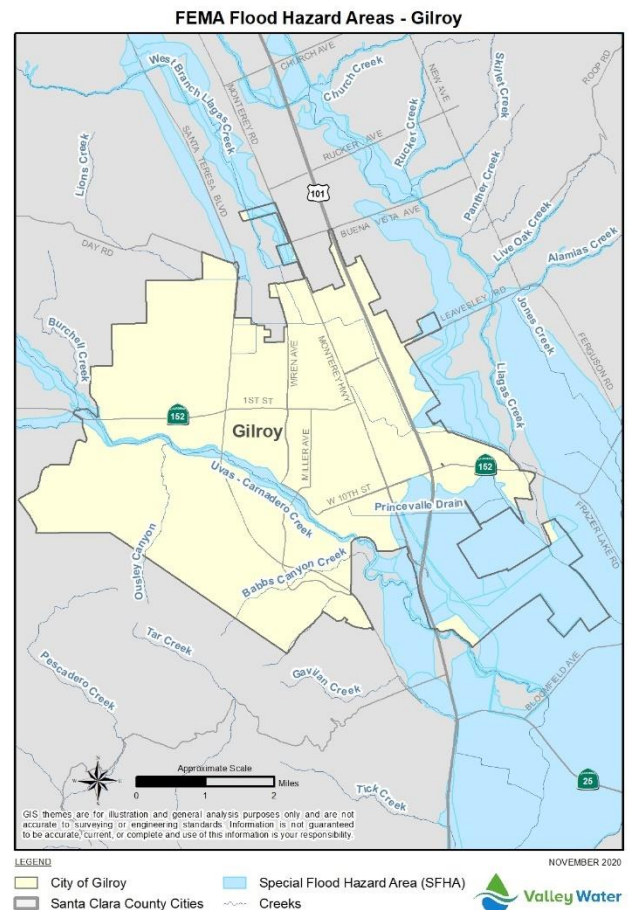
Insurance by Zone

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
A01-30 & AE Zones	23	\$38,838	\$5,767,400	4	\$7,595.12	\$975.00
A Zones	1	\$1,918	\$250,000	2	\$49,259.62	\$1,750.00
AO Zones	0	\$0	\$0	0	\$0.00	\$0.00
AH Zones	0	\$0	\$0	0	\$0.00	\$0.00
AR Zones	0	\$0	\$0	0	\$0.00	\$0.00
A99 Zones	0	\$0	\$0	0	\$0.00	\$0.00
V01-30 & VE Zones	0	\$0	\$0	0	\$0.00	\$0.00
V Zones	0	\$0	\$0	0	\$0.00	\$0.00
D Zones	4	\$6,475	\$788,500	0	\$0.00	\$0.00
B, C & X Zone						
Standard	11	\$21,342	\$4,680,500	6	\$38,500.00	\$1,810.00
Preferred	37	\$16,618	\$13,235,000	7	\$716,815.99	\$22,094.98
Total	76	\$85,191	\$24,721,400	19	\$812,170.73	\$26,629.98

City of Gilroy

The City of Gilroy is situated in South Santa Clara County at the crossing of U.S. Highway 101 and State Highway 152. The city is located approximately 16 miles south of San José to Monterey/Day Road on U.S. Route 101 and 19 miles inland from the Pacific Coast. The city has a population of about 59,032 residents and has a total area of 10,340 acres or approximately 16.156 square miles. Approximately seven (7) percent of this area in parks and preserves and another 29 percent consists of agriculture and other open space uses. The remaining area is nearly completely developed, with the predominance of single-family residences. The City of Gilroy has about 19 percent of vacant areas (developable land).

Flood Hazard Under the current FIRMs, the City of Gilroy has 96 structures in the Special Flood Hazard Area (SFHA). The SFHAs are mainly in FEMA designated Zones A, AE, AH, and AO. Of the total structures in the SFHA, 26 percent are single-family (1-4 units), none are multi-family (5 or more units), and four (4) percent are commercial or non-residential. The City of Gilroy receives waters from Lions, Llagas, Uvas, North and South Morey Creek. Specific areas that are susceptible to flooding are around Uvas Creek. The levee on Uvas Creek has been certified by FEMA. The City of Gilroy experienced flooding during the storms of December 14 to 28 in 1955. The heaviest precipitation occurred during the 3-day period ending December 23rd. The 12.9 inches of rain reported in the Gilroy area resulted in the Uvas and Carnadero Creeks creating a flow of 14,000 cubic feet per second (CFS) at U.S. Highway 101. Miller Slough was the principal flood problem in January 1963. A rainfall of 3.21 inches for 24 hours caused severe flooding of Forest Street, Church Street, and Sixth Street, with all the water flowing from Miller Slough.



FEMA Flood Hazard Areas Some zone designation areas in Gilroy are being reviewed. Please contact the city's Floodplain Manager for information regarding the zones that are being reviewed.

Repetitive Loss Properties There are no repetitive loss properties in Gilroy.

City of Gilroy Flood Insurance Data (as of 11/02/20)

Insurance by Occupancy

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
Single Family	52	\$27,172	\$15,989,900	27	\$211,308.55	\$7,395.00
2-4 Family	0	\$0	\$0	0	\$0.00	\$0.00
All Other Residential	10	\$2,502	\$1,040,000	3	\$0.00	\$210.00
Non Residential	74	\$145,420	\$37,758,200	5	\$90,808.78	\$4,995.00
Total	136	\$175,094	\$54,788,100	35	\$302,117.33	\$12,600.00

Insurance by Zone

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
A01-30 & AE Zones	42	\$34,114	\$18,928,800	4	\$6,014.40	\$785.00
A Zones	14	\$49,594	\$5,054,700	12	\$70,557.19	\$2,520.00
AO Zones	1	\$3,290	\$722,200	1	\$0.00	\$70.00
AH Zones	18	\$40,754	\$7,461,000	1	\$52,940.47	\$800.00
AR Zones	0	\$0	\$0	0	\$0.00	\$0.00
A99 Zones	0	\$0	\$0	0	\$0.00	\$0.00
V01-30 & VE Zones	0	\$0	\$0	0	\$0.00	\$0.00
V Zones	0	\$0	\$0	0	\$0.00	\$0.00
D Zones	2	\$4,786	\$700,000	0	\$0.00	\$0.00
B, C & X Zone						
Standard	12	\$22,353	\$5,550,000	16	\$174,799.72	\$8,575.00
Preferred	34	\$15,064	\$11,535,000	0	\$0.00	\$0.00
Total	123	\$169,955	\$49,951,700	34	\$304,311.78	\$12,750.00

City of Los Altos

The City of Los Altos is located at the base of the San Francisco Peninsula, 40 miles south of San Francisco. The approximately 6.3 square-mile city is developed primarily for single-family residential with small businesses, schools, libraries, and churches. According to the 2019 census, it has a population of 30,089, with a population density of 4,466.8 people per square mile, and an average household size of 2.61 people.

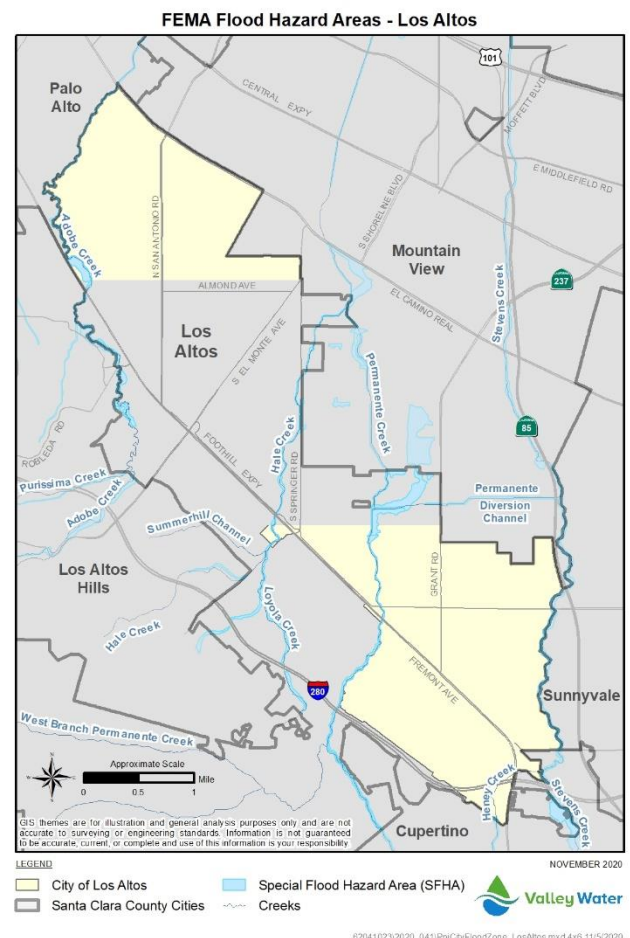
Los Altos' climate is marine-influenced with an average summertime high temperature of 78°F and an average low of 57°F, dropping to an average winter nighttime low temperature of 41°F and an average high of 60°F. Mean annual precipitation ranges from 15 to 22 inches, with most precipitation falling from November through March. Precipitation occurs entirely as rainfall. Snowmelt is not a hydrologic process that significantly affects runoff in the city.

Flood Hazard Under the current FIRMs, the City of Los Altos has approximately 550 properties in the Special Flood Hazard Area (SFHA). SFHAs are mainly in FEMA designated Zones A, AH, AE and AO. Of the total structures in the SFHA, 99 percent are single-family, and one (1) percent are commercial or non-residential. The city has four (4) creeks: Adobe Creek, Hale Creek, Permanente Creek, and Stevens Creek. Specific areas that are susceptible to flooding are around Adobe, Permanente, and Hale Creeks.

Precipitation that falls within the City of Los Altos generates stormwater runoff. This runoff is conveyed in several mostly manmade flood protection systems that discharge to the creeks. Most of these systems do not interact with one another, and potential improvements to one system should not impact the performance of other systems. The total land area within the city limits is roughly 6.3 square miles (approximately 4,000 acres). To create a rural aesthetic, many of the streets in Los Altos do not have traditional suburban curb and gutter-lined streets. This layout provides some attenuation before runoff reaches a storm drain inlet.

In addition to storm drains, flood protection is provided to the City of Los Altos by Valley Water and its maintenance of our four creeks (Hale, Stevens, Adobe, and Permanente) that convey storm-generated runoff north to the San Francisco Bay.

Repetitive Loss Properties There are no repetitive loss properties in the City of Los Altos.



City of Los Altos Flood Insurance Data (as of 11/02/20)

Insurance by Occupancy

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
Single Family	112	\$84,511	\$34,838,600	13	\$32,874.17	\$2,655.00
2-4 Family	2	\$784	\$700,000	0	\$0.00	\$0.00
All Other Residential	2	\$760	\$780,000	0	\$0.00	\$0.00
Non Residential	0	\$0	\$0	0	\$0.00	\$0.00
Total	116	\$86,055	\$36,318,600	13	\$32,874.17	\$2,655.00

Insurance by Zone

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
A01-30 & AE Zones	12	\$21,659	\$3,079,600	5	\$0.00	\$570.00
A Zones	3	\$10,794	\$440,800	4	\$27,633.02	\$800.00
AO Zones	16	\$14,900	\$4,104,300	0	\$0.00	\$0.00
AH Zones	3	\$2,730	\$768,900	0	\$0.00	\$0.00
AR Zones	0	\$0	\$0	0	\$0.00	\$0.00
A99 Zones	0	\$0	\$0	0	\$0.00	\$0.00
V01-30 & VE Zones	0	\$0	\$0	0	\$0.00	\$0.00
V Zones	0	\$0	\$0	0	\$0.00	\$0.00
D Zones	0	\$0	\$0	0	\$0.00	\$0.00
B, C & X Zone						
Standard	12	\$8,296	\$4,000,000	2	\$0.00	\$185.00
Preferred	68	\$27,156	\$23,425,000	2	\$5,241.15	\$1,100.00
Total	114	\$85,535	\$35,818,600	13	\$32,874.17	\$2,655.00

Town of Los Altos Hills

The Town of Los Altos Hills is a residential community in the northwestern region of Santa Clara County. The Town is located adjacent to the City of Los Altos, 35 miles south of San Francisco, five (5) miles south of Stanford University, and 17 miles north of downtown San Jose. The town encompasses approximately nine (9) square miles and contains primarily single-family residences. According to the 2019 Census Bureau, the population is 8,423 with a population density of 918 people per square mile.

There are no commercial or industrial uses within the town limits. As the town has developed over the past 50 years, residents have continued to support the preservation of low-density residential development and the semi-rural character of the community through one-acre zoning, the right to keep horses on private property, and the protection of open space, creek corridors, wildlife habitat, and heritage oak trees.

The town has a mild climate with average summertime highs of 78 degrees, and average wintertime lows of 43 degrees. The town receives approximately 21 inches of rain per year, of which most occurs between November and April. The town does not typically receive any precipitation in the form of snow and does not typically receive any snowmelt runoff.

Flood Hazard: The town has six (6) creeks: Adobe Creek, Barron Creek, Deer Creek, Hale Creek, Matadero Creek, and Purissima Creek. Under the current Flood Insurance Rate Maps (FIRMs), the Town has properties in the Special Flood Hazard Area (SFHA) along each of the creeks. SFHAs are shown on the FIRMs as Zone A, V, AE, AO, AH, VE, or AR. The SFHAs included in the town are Zone A and AE. Approximately one (1) percent of structures in the town are located in the one (1) percent annual chance floodplain (SFHAs).

Stormwater runoff, which is generated by precipitation within Los Altos Hills, is conveyed either in the manmade storm drain system or allowed to naturally attenuate as overland flow. The storm drain system discharges to the creeks mentioned above. The system is comprised of small, localized systems that do not interact with one another. To maintain the semi-rural character of the town, many of the streets do not contain traditional curb and gutter lined streets. The lack of curb and gutter allows for some natural attenuation of runoff. In addition to the storm drain system, flood protection is provided to the town by Valley Water maintenance of Adobe Creek, Barron Creek, Deer Creek, Hale Creek, Matadero Creek, and Purissima Creek. These creeks convey storm-generated runoff to the San Francisco Bay.



Repetitive Loss Properties: There are no repetitive loss properties in the Town of Los Altos Hills.

Town of Los Altos Hills Flood Insurance Data (as of 11/02/20)

Insurance by Occupancy

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
Single Family	47	\$47,709	\$14,707,200	16	\$45,661.56	\$3,355.00
2-4 Family	0	\$0	\$0	0	\$0.00	\$0.00
All Other Residential	0	\$0	\$0	0	\$0.00	\$0.00
Non Residential	1	\$1,628	\$60,000	0	\$0.00	\$0.00
Total	48	\$49,337	\$14,767,200	16	\$45,661.56	\$3,355.00

Insurance by Zone

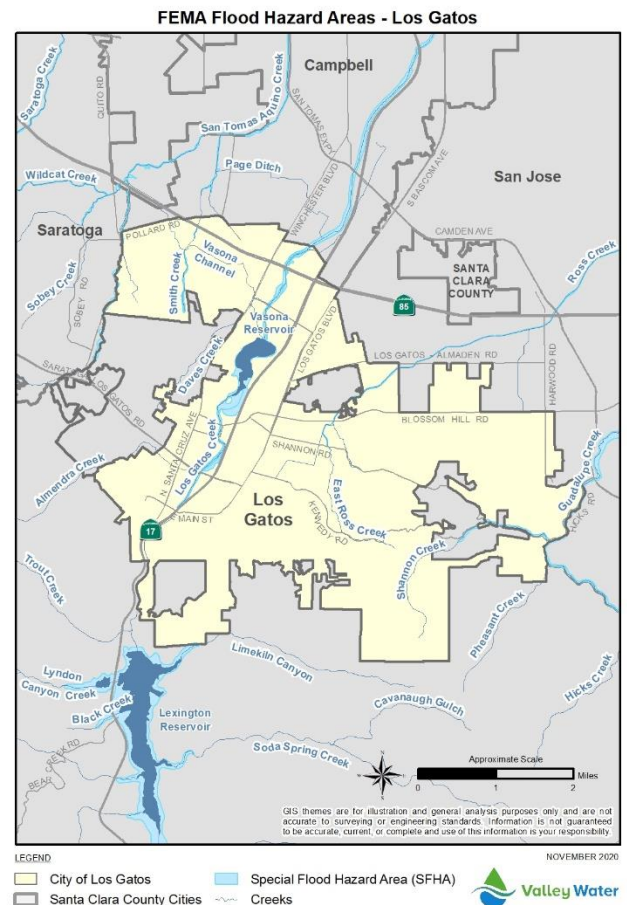
	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
A01-30 & AE Zones	12	\$23,104	\$2,807,200	6	\$3,723.91	\$875.00
A Zones	5	\$11,939	\$1,250,000	2	\$4,779.05	\$495.00
AO Zones	0	\$0	\$0	0	\$0.00	\$0.00
AH Zones	0	\$0	\$0	0	\$0.00	\$0.00
AR Zones	0	\$0	\$0	0	\$0.00	\$0.00
A99 Zones	0	\$0	\$0	0	\$0.00	\$0.00
V01-30 & VE Zones	0	\$0	\$0	0	\$0.00	\$0.00
V Zones	0	\$0	\$0	0	\$0.00	\$0.00
D Zones	0	\$0	\$0	0	\$0.00	\$0.00
B, C & X Zone						
Standard	5	\$3,768	\$1,750,000	6	\$19,102.18	\$810.00
Preferred	26	\$10,526	\$8,960,000	2	\$18,056.42	\$1,175.00
Total	48	\$49,337	\$14,767,200	16	\$45,661.56	\$3,355.00

Town of Los Gatos

The Town of Los Gatos is located at the southern end of San Francisco Bay. The town is about 50 miles south of San Francisco. The town has a population of around 30,222 residents and encompasses 7,455 acres or approximately 11.7 square miles. Approximately 58 percent of this area are in residential, three (3) percent in commercial and industrial, two (2) percent in office/research and development, five (5) percent in public/quasi-public, one (1) percent in agricultural, 26 percent in parks and open space, and the remaining in vacant/unassigned areas.

Flood Hazard Under the current FIRMs, the Town of Los Gatos has 165 properties in the Special Flood Hazard Area (SFHA). The SFHAs are mainly in FEMA designated zones A, AE, AH and AO. Of the total properties in the SFHA, 87 percent are 1-4 family residential, less than one (1) percent are multi-family (5 or more families), and the remaining 12 percent are non-residential areas. The town has Ross Creek, Los Gatos Creek, Smith Creek, and San Tomas Aquino Creek.

Repetitive Loss Properties The town does not have repetitive loss properties.



Town of Los Gatos Flood Insurance Data (as of 11/02/20)

Insurance by Occupancy

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
Single Family	82	\$47,653	\$25,643,100	21	\$51,957.41	\$4,240.00
2-4 Family	0	\$0	\$0	0	\$0.00	\$0.00
All Other Residential	3	\$1,602	\$1,112,000	0	\$0.00	\$0.00
Non Residential	0	\$0	\$0	0	\$0.00	\$0.00
Total	85	\$49,255	\$26,755,100	21	\$51,957.41	\$4,240.00

Insurance by Zone

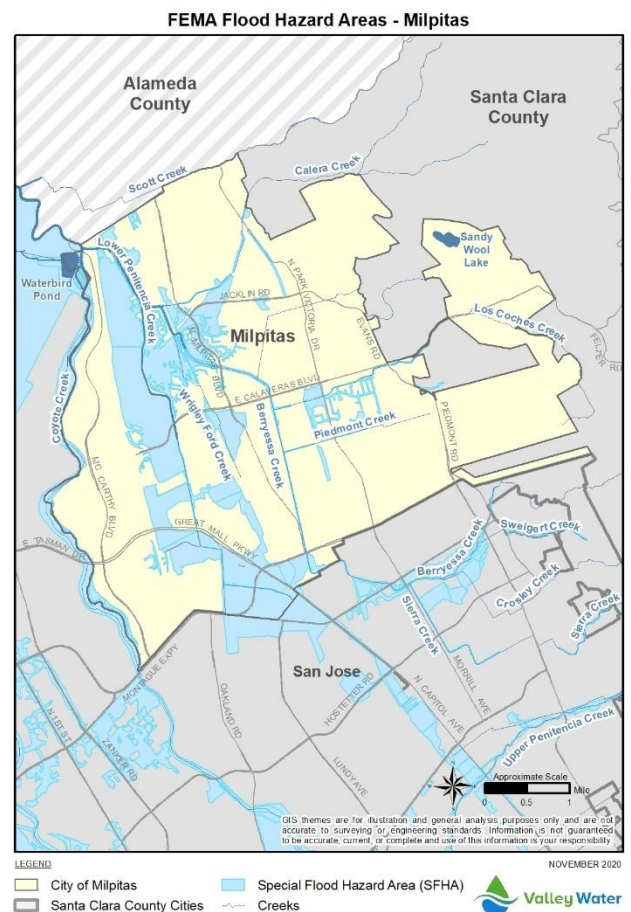
	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
A01-30 & AE Zones	10	\$14,736	\$2,525,000	0	\$0.00	\$0.00
A Zones	1	\$1,981	\$250,000	8	\$28,297.59	\$1,725.00
AO Zones	0	\$0	\$0	0	\$0.00	\$0.00
AH Zones	0	\$0	\$0	0	\$0.00	\$0.00
AR Zones	0	\$0	\$0	0	\$0.00	\$0.00
A99 Zones	0	\$0	\$0	0	\$0.00	\$0.00
V01-30 & VE Zones	0	\$0	\$0	0	\$0.00	\$0.00
V Zones	0	\$0	\$0	0	\$0.00	\$0.00
D Zones	0	\$0	\$0	0	\$0.00	\$0.00
B, C & X Zone						
Standard	7	\$6,049	\$1,533,100	9	\$19,061.87	\$1,600.00
Preferred	67	\$26,489	\$22,447,000	3	\$4,597.95	\$845.00
Total	85	\$49,255	\$26,755,100	20	\$51,957.41	\$4,170.00

City of Milpitas

The City of Milpitas, located at the southern tip of the San Francisco Bay, is a progressive community that is an integral part of the high-tech Silicon Valley. With a diverse resident population of 84,196, Milpitas features quality schools, conveniently located neighborhood parks and shopping centers. Milpitas is often called the “Crossroads of Silicon Valley”, with most of its 8,680 Acres or 13.63 square miles of land situated between two major freeways (I-880 and I-680), State Route 237, and a county expressway. A new light rail line opened for service in 2004 and an extension of the BART subway system is underway. The city encompasses 8,680 acres of land. Approximately 12 percent of this area is in parks and preserves, less than one (1) percent consists of agricultural uses and other open space uses, 31 percent in low-density residential uses, four (4) percent in medium-density residential uses, eight (8) percent in high-density residential use, 12 percent in commercial/educational uses and 17 percent in industrial uses. There are approximately 1,790 acres, or 2.9 square miles, designated for various industrial uses. About 271 acres are vacant and available in parcels ranging from ½ acre to 75 acres. There are eight existing industrial parks and 550 manufacturing plants in Milpitas.

Flood Hazard The City of Milpitas manages a floodplain that includes several local and regional creeks that convey stormwater to other jurisdictions, bay lands and marshes of the San Francisco Bay. Calera, Coyote, Penitencia, Berryessa, Los Coches Piedmont, Wrigley/Ford, and Tularcitos Creeks are among the major creeks that receive this stormwater. The City of Milpitas has 3,000 properties and 3,300 structures in the Special Flood Hazard Area (SFHA). SFHAs are mainly in FEMA designated zones A, AE, AH, and AO and are located near Calera, Penitencia, Berryessa, Los Coches and Tularcitos Creeks.

Repetitive Loss Properties The city does not have repetitive loss properties.



City of Milpitas Flood Insurance Data (as of 11/02/20)

Insurance by Occupancy

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
Single Family	861	\$930,877	\$217,612,800	64	\$72,077.29	\$11,620.00
2-4 Family	103	\$43,713	\$24,465,100	4	\$3,259.08	\$525.00
All Other Residential	193	\$59,584	\$42,116,500	1	\$0.00	\$125.00
Non Residential	92	\$191,745	\$48,877,500	4	\$0.00	\$445.00
Total	1,249	\$1,225,919	\$333,071,900	73	\$75,336.37	\$12,715.00

Insurance by Zone

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
A01-30 & AE Zones	313	\$612,811	\$78,773,400	7	\$0.00	\$1,515.00
A Zones	2	\$2,199	\$526,300	29	\$46,730.91	\$4,730.00
AO Zones	146	\$178,946	\$43,627,900	5	\$6,706.92	\$2,055.00
AH Zones	424	\$258,998	\$97,639,700	14	\$8,802.44	\$2,010.00
AR Zones	0	\$0	\$0	0	\$0.00	\$0.00
A99 Zones	0	\$0	\$0	0	\$0.00	\$0.00
V01-30 & VE Zones	0	\$0	\$0	0	\$0.00	\$0.00
V Zones	0	\$0	\$0	0	\$0.00	\$0.00
D Zones	3	\$3,831	\$705,000	0	\$0.00	\$0.00
B, C & X Zone						
Standard	57	\$52,889	\$17,360,500	6	\$2,877.70	\$960.00
Preferred	83	\$49,683	\$28,988,000	0	\$0.00	\$0.00
Total	1,028	\$1,159,357	\$267,620,800	61	\$65,117.97	\$11,270.00

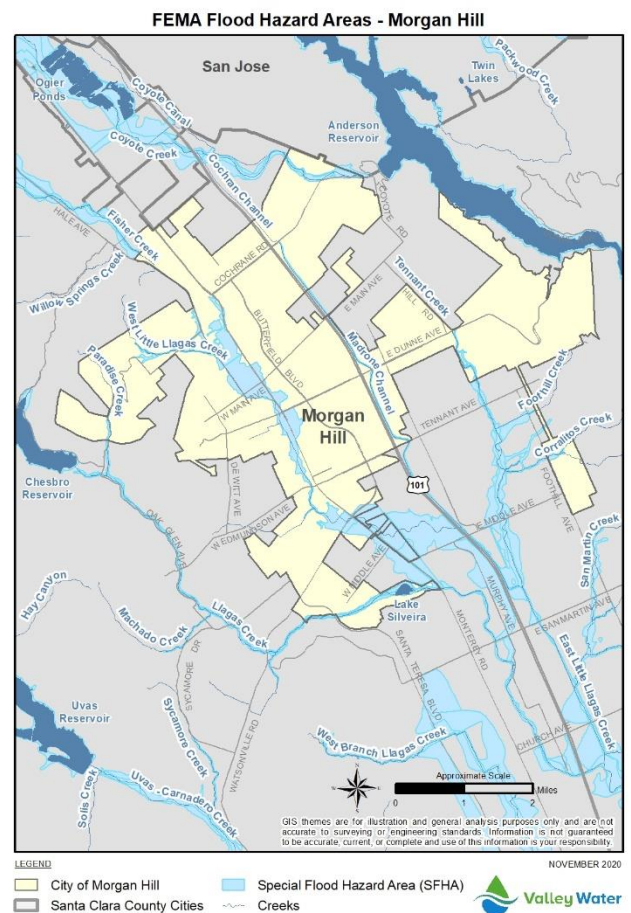
City of Morgan Hill

The City of Morgan Hill is located within South Santa Clara County between the City of San José and the City of Gilroy; Morgan Hill is about 65 miles south of San Francisco. The city has an approximate population of 45,952 residents with an area of 8,206 acres or approximately 13 square miles, with the following breakdown in land use:

a.	Commercial	705 acres (10.8 percent)
b.	Industrial	718 acres (11.0 percent)
c.	Mixed-Use	238 acres (3.6 percent)
d.	Open Space	1,328 acres (20.3 percent)
e.	Public Facilities	301 acres (4.6 percent)
f.	High-Density Res. (6 to 12 DU/ac.)	242 acres (3.7 percent)
g.	Medium-Density Res. (up to 7 DU/ac)	744 acres (11.4 percent)
h.	Low-Density Res. (0 to 4 DU/ac)	2,259 acres (34.6 percent)

Flood Hazard Under the current FIRMS, the City of Morgan Hill has approximately 643 structures (as of 2018) in the Special Flood Hazard Area (SFHA). SFHAs are mainly in the FEMA designated Zone A, AE, AH, and AO. Of the total structures in the SFHA, 34 percent (221 structures) are low-density residences, 31 percent (197 structures) are medium-density residences, and 15 percent (96 structures) are high-density residences. There is one (1) main creek, West Little Llagas Creek, which runs through the west side of Morgan Hill and flows south; it is along West Little Llagas Creek where residents and commercial properties are susceptible to flooding. West Little Llagas Creek is tributary to Llagas Creek which conveys water to the south to Gilroy and eventually the Monterey Bay.

Repetitive Loss Properties The city has four (4) repetitive loss properties with 19 structures in the repetitive loss areas in FEMA designated Zone A, AE, AH, or AO zones.



City of Morgan Hill Flood Insurance Data (as of 11/02/20)

Insurance by Occupancy

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
Single Family	295	\$252,228	\$84,389,900	59	\$341,180.11	\$24,139.57
2-4 Family	26	\$31,752	\$6,742,500	3	\$36,652.84	\$1,650.00
All Other Residential	67	\$40,040	\$18,646,000	0	\$0.00	\$0.00
Non Residential	38	\$104,181	\$15,456,100	11	\$233,120.31	\$10,228.45
Total	426	\$428,201	\$125,234,500	73	\$610,953.26	\$36,018.02

Insurance by Zone

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
A01-30 & AE Zones	177	\$272,444	\$48,771,900	31	\$396,189.98	\$23,743.02
A Zones	2	\$7,110	\$500,000	10	\$53,522.39	\$2,455.00
AO Zones	10	\$12,082	\$2,785,300	9	\$50,199.67	\$2,775.00
AH Zones	22	\$18,492	\$5,629,200	0	\$0.00	\$0.00
AR Zones	0	\$0	\$0	0	\$0.00	\$0.00
A99 Zones	0	\$0	\$0	0	\$0.00	\$0.00
V01-30 & VE Zones	0	\$0	\$0	0	\$0.00	\$0.00
V Zones	0	\$0	\$0	0	\$0.00	\$0.00
D Zones	0	\$0	\$0	0	\$0.00	\$0.00
B, C & X Zone						
Standard	81	\$63,729	\$22,765,100	15	\$106,045.67	\$5,500.00
Preferred	123	\$50,983	\$41,599,000	4	\$2,469.44	\$1,000.00
Total	415	\$424,840	\$122,050,500	69	\$608,427.15	\$35,473.02

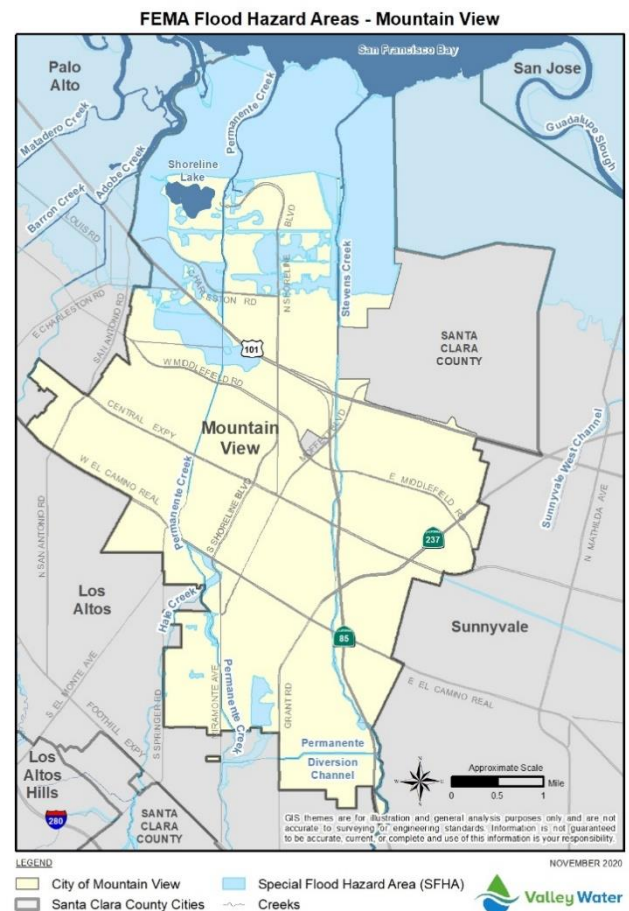
City of Mountain View

Just over 12 square miles and home to approximately 82,739 residents, while the daytime population exceeds 125,000. The size and population of Mountain View may be modest, yet it has a prominent role on the world stage as the center of innovation for Silicon Valley, being the home to some of the most prominent tech companies in the world as well as hundreds of startups. The vibrant downtown draws people from all over the world to visit its shops and restaurants. The wonderful parks and network of trails delight people of all ages.

Mountain View boasts strong safety and public education records and is considered one of the best places to live in the Bay Area.

Flood Hazard Under the current FIRMs, the City of Mountain View has 1,139 parcels in the Special Flood Hazard Area (SFHA). SFHAs are in FEMA designated Zones A, AE, AH, and AO (1 & 2). Stevens Creek, Permanente Creek, Permanente Diversion Channel, and Hale Creek all flow through the City of Mountain View. The city is also subject to tidal flooding from San Francisco Bay.

Repetitive Loss Properties There are no repetitive loss properties in the City of Mountain View.



City of Mountain View Flood Insurance Data (as of 11/02/20)

Insurance by Occupancy

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
Single Family	222	\$132,091	\$62,229,600	1	\$274.58	\$225.00
2-4 Family	61	\$31,023	\$14,412,000	0	\$0.00	\$0.00
All Other Residential	69	\$63,971	\$17,685,000	6	\$10,645.22	\$1,500.00
Non Residential	76	\$170,634	\$38,347,600	2	\$0.00	\$400.00
Total	428	\$397,719	\$132,674,200	9	\$10,919.80	\$2,125.00

Insurance by Zone

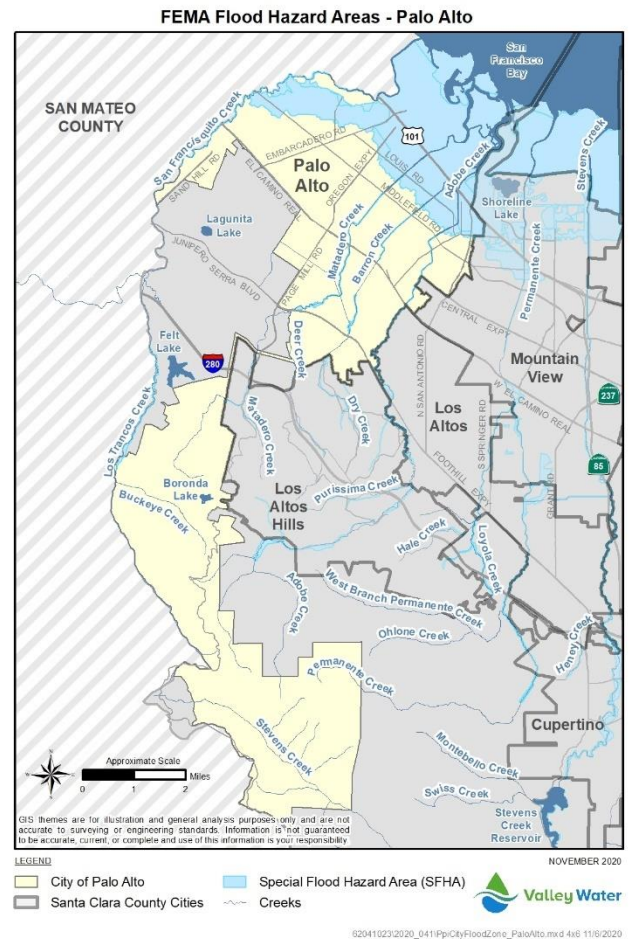
	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
A01-30 & AE Zones	45	\$106,987	\$22,290,300	1	\$0.00	\$275.00
A Zones	1	\$823	\$76,000	0	\$0.00	\$0.00
AO Zones	150	\$190,528	\$43,098,400	2	\$2,450.59	\$575.00
AH Zones	5	\$5,475	\$1,277,100	0	\$0.00	\$0.00
AR Zones	0	\$0	\$0	0	\$0.00	\$0.00
A99 Zones	0	\$0	\$0	0	\$0.00	\$0.00
V01-30 & VE Zones	0	\$0	\$0	0	\$0.00	\$0.00
V Zones	0	\$0	\$0	0	\$0.00	\$0.00
D Zones	0	\$0	\$0	0	\$0.00	\$0.00
B, C & X Zone						
Standard	33	\$32,030	\$9,924,400	3	\$5,653.35	\$750.00
Preferred	87	\$36,025	\$28,823,000	0	\$0.00	\$0.00
Total	321	\$371,868	\$105,489,200	6	\$8,103.94	\$1,600.00

City of Palo Alto

The City of Palo Alto is located on the San Francisco Peninsula, at the southern end of San Francisco Bay. The city is 35 miles south of San Francisco and 14 miles north of San José and at the northern edge of Santa Clara County, between the cities of Mountain View and Menlo Park. The city has a population of around 65,364 residents and encompasses 16,627 acres or approximately 26 square miles. Approximately 40 percent of this area is in parks and preserves and another 15 percent consists of agriculture and other open space uses. The remaining area is nearly completely developed, with single-family uses predominating. Less than one (1) percent of the city's land area consists of vacant, developable land.

Flood Hazard Under the current FIRMs, the City of Palo Alto has 4,889 structures in the Special Flood Hazard Area (SFHA). SFHAs are mainly in FEMA designated zone A, AE, and AH. Of the total structures in the SFHA, 87 percent are single-family (1-4 units), 11 percent are multi-family (5 or more units), and two (2) percent are commercial or non-residential. The city has four (4) creeks, San Francisquito Creek, Matadero Creek, Adobe Creek, and Barron Creek, that flow to San Francisco Bay. San Francisquito Creek flows into San Francisco Bay, and Matadero Creek, Barron Creek and Adobe Creek flow into 600 acres Palo Alto Flood Basin. The flow of water from the flood basin to the bay passes through eight (8) box culverts controlled by flap gates in the box culverts. Specific areas that are susceptible to flooding are around San Francisquito Creek and San Francisco Bay, where the levees are not built to FEMA standard for a 100-year storm protection. The city had experienced flooding around San Francisquito Creek in 1955 and 1998 when water overtopped the levee and caused immense damage to properties. A Joint Powers Authority was established in the year 2000 to provide flood protection for the San Francisquito Watershed.

Repetitive Loss Properties There are five (5) repetitive loss areas in the city and there are 107 building structures on the five (5) repetitive loss areas.



City of Palo Alto Flood Insurance Data (as of 11/02/20)

Insurance by Occupancy

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
Single Family	2,288	\$2,649,633	\$610,650,100	454	\$8,574,374.89	\$372,073.59
2-4 Family	70	\$37,070	\$16,830,600	0	\$0.00	\$0.00
All Other Residential	394	\$179,738	\$85,876,800	12	\$238,321.38	\$8,625.00
Non Residential	96	\$580,340	\$45,317,000	14	\$192,278.78	\$8,162.56
Total	2,848	\$3,446,781	\$758,674,500	480	\$9,004,975.05	\$388,861.15

Insurance by Zone

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
A01-30 & AE Zones	1,282	\$2,253,965	\$323,208,900	156	\$3,469,136.56	\$137,779.30
A Zones	38	\$78,125	\$9,262,300	27	\$646,228.60	\$24,191.23
AO Zones	37	\$37,081	\$9,607,900	159	\$3,463,894.86	\$141,374.06
AH Zones	762	\$720,210	\$193,982,900	31	\$323,129.25	\$19,769.84
AR Zones	0	\$0	\$0	0	\$0.00	\$0.00
A99 Zones	0	\$0	\$0	0	\$0.00	\$0.00
V01-30 & VE Zones	0	\$0	\$0	0	\$0.00	\$0.00
V Zones	0	\$0	\$0	0	\$0.00	\$0.00
D Zones	0	\$0	\$0	0	\$0.00	\$0.00
B, C & X Zone						
Standard	184	\$146,911	\$50,442,400	27	\$168,810.38	\$10,787.74
Preferred	317	\$151,274	\$111,583,000	32	\$247,978.43	\$14,123.11
Total	2,620	\$3,387,566	\$698,087,400	432	\$8,319,178.08	\$348,025.28

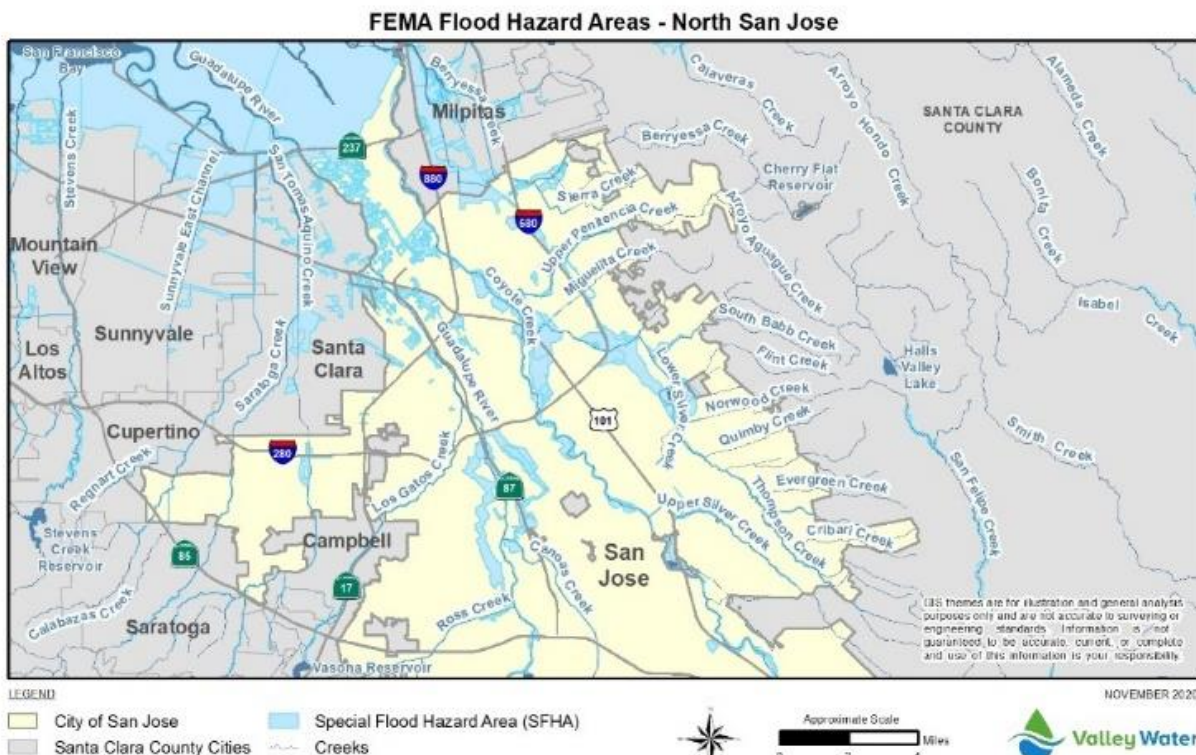
City of San José

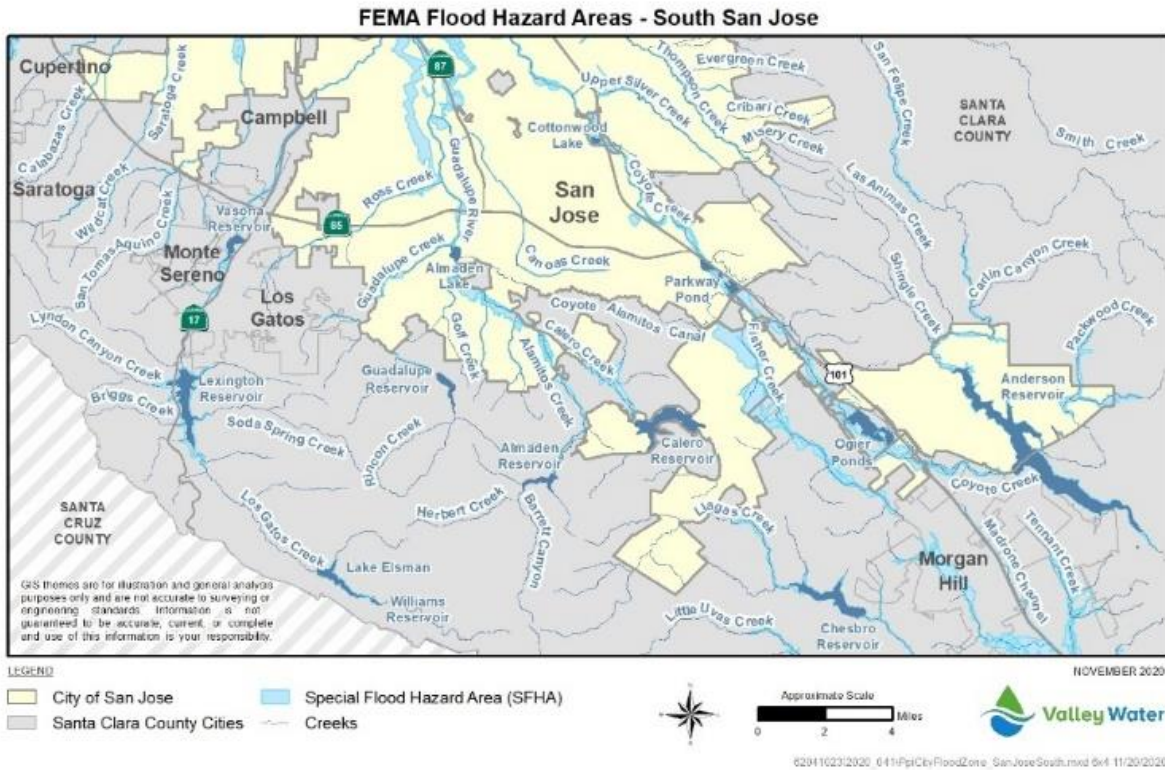
The City of San José is located at the southern tip of the San Francisco Bay. With a population of 1,021,795 residents. San José is the third-largest city in California. The city encompasses 115,200 acres or approximately 180 square miles. Approximately 17 percent of this area is in parks, agriculture, and other open space uses. Residential use is comprised of 34 percent single-family, two (2) percent two-family, four (4) percent multi-family and one (1) percent mobile homes. Other uses include four (4) percent in commercial, three (3) percent educational, and 10 percent in industrial uses.

Flood Hazard Under the current FIRMs, the City of San José has approximately 20,000 structures in the Special Flood Hazard Area (SFHA); 67 percent of these structures are single-family residences

(1-4 units), 13 percent are multi-family (5 or more units), and 20 percent are other non-residential uses, including commercial and industrial. These structures are located in FEMA flood zone designations A, AE, AH and AO. There are two (2) main creeks/rivers that flow into the San Francisco Bay, the Coyote Creek, and the Guadalupe River. The areas that flood San José are from the many tributaries that drain into the Coyote Creek and the Guadalupe River.

Repetitive Loss Properties The City of San José has six (6) repetitive loss properties with a total of 11 structures.





City of San José Flood Insurance Data (as of 11/02/20)

Insurance by Occupancy

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
Single Family	4,604	\$3,780,947	\$1,151,265,400	517	\$6,404,404.92	\$277,415.63
2-4 Family	531	\$398,700	\$127,607,700	76	\$2,866,636.23	\$111,657.24
All Other Residential	996	\$430,135	\$228,028,500	22	\$546,597.69	\$17,692.42
Non Residential	499	\$1,243,952	\$229,130,900	32	\$710,402.65	\$29,450.53
Total	6,630	\$5,853,734	\$1,736,032,500	647	\$10,528,041.49	\$436,215.82

Insurance by Zone

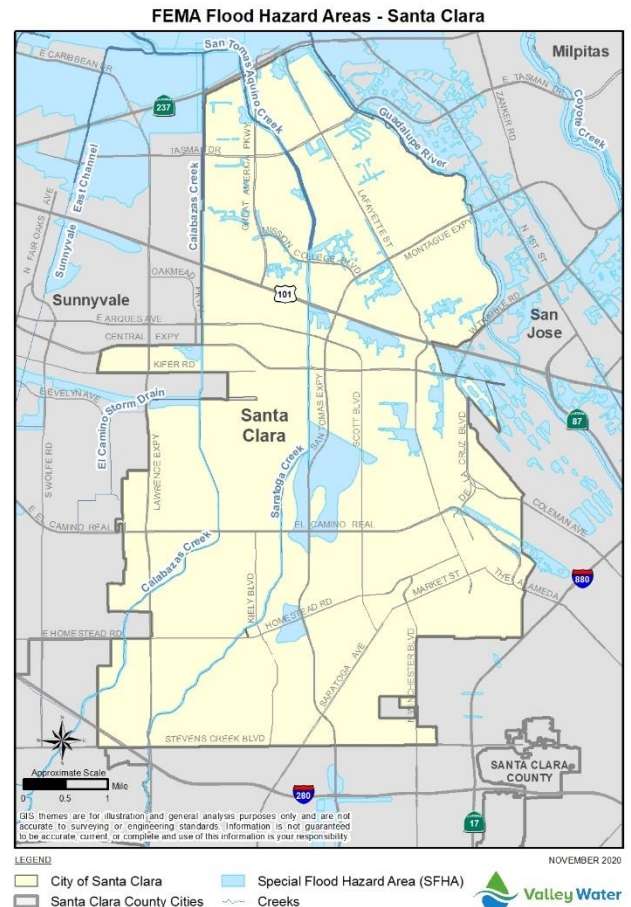
	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
A01-30 & AE Zones	757	\$1,349,929	\$212,096,900	123	\$4,634,069.72	\$162,791.30
A Zones	20	\$48,250	\$5,095,200	79	\$725,661.42	\$24,699.40
AO Zones	2,532	\$2,576,621	\$644,679,500	176	\$2,674,644.82	\$135,066.19
AH Zones	1,008	\$831,852	\$244,809,200	47	\$239,089.26	\$15,540.00
AR Zones	0	\$0	\$0	0	\$0.00	\$0.00
A99 Zones	1	\$703	\$100,000	7	\$31,082.76	\$2,400.00
V01-30 & VE Zones	0	\$0	\$0	0	\$0.00	\$0.00
V Zones	0	\$0	\$0	0	\$0.00	\$0.00
D Zones	157	\$325,262	\$40,828,100	26	\$378,470.93	\$13,209.07
B, C & X Zone						
Standard	122	\$116,773	\$42,579,800	4	\$175,631.38	\$6,124.17
Preferred	185	\$120,513	\$68,864,000	7	\$9,456.96	\$2,605.00
Total	4,782	\$5,369,903	\$1,259,052,700	469	\$8,868,107.25	\$362,435.13

City of Santa Clara

The City of Santa Clara is located about 45 miles south of San Francisco. The city encompasses roughly 12,352 acres, or 19.3 square miles, and has a population of approximately 130,365. The city is categorized into areas consisting of approximately 43 percent residential, 27 percent commercial and industrial, 11 percent office/research and development, 11 percent public/quasi-public, and six (6) percent parks and open space, with the remaining area being categorized as vacant/unassigned.

Flood Hazard Under the current FIRMs, the City of Santa Clara has 1,012 properties in the Special Flood Hazard Area (SFHA). SFHA are mainly in FEMA designated zone A, AE, AH, and AO. Of the total properties in the SFHA, 50 percent are 1-4 family residential, 27 percent are multi-family (5 or more families), and the remaining 23 percent are non-residential areas. The city has four (4) creeks/rivers: Calabazas Creek, Saratoga Creek, San Tomas Aquino Creek, and Guadalupe River. The city has experienced flooding around Calabazas Creek and San Tomas Aquino Creek in 1983, 1986, and 1998 when water overtopped the levees and caused significant damage to properties.

Repetitive Loss Properties The city does not have repetitive loss properties.



City of Santa Clara Flood Insurance Data (as of 11/02/20)

Insurance by Occupancy

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
Single Family	375	\$238,589	\$102,884,800	25	\$296,887.02	\$8,865.00
2-4 Family	111	\$48,378	\$27,438,000	2	\$880.40	\$150.00
All Other Residential	202	\$134,805	\$55,039,000	4	\$0.00	\$590.00
Non Residential	112	\$237,210	\$65,019,000	1	\$11,985.67	\$750.00
Total	800	\$658,982	\$250,380,800	32	\$309,753.09	\$10,355.00

Insurance by Zone

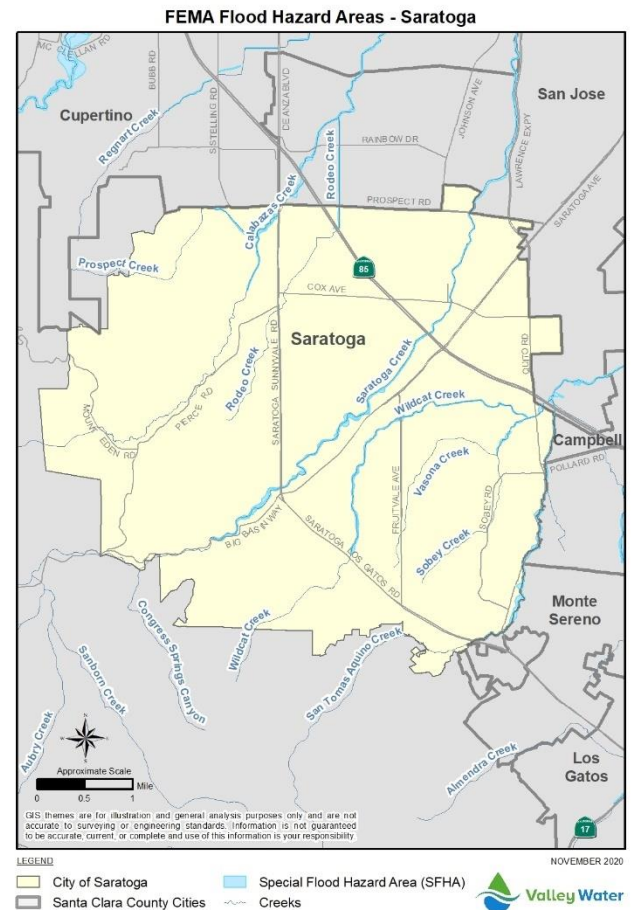
	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
A01-30 & AE Zones	2	\$13,274	\$1,000,000	0	\$0.00	\$0.00
A Zones	0	\$0	\$0	14	\$176,693.06	\$4,745.00
AO Zones	240	\$252,011	\$67,834,400	6	\$880.40	\$800.00
AH Zones	131	\$192,854	\$45,846,400	3	\$266.54	\$160.00
AR Zones	0	\$0	\$0	0	\$0.00	\$0.00
A99 Zones	0	\$0	\$0	0	\$0.00	\$0.00
V01-30 & VE Zones	0	\$0	\$0	0	\$0.00	\$0.00
V Zones	0	\$0	\$0	0	\$0.00	\$0.00
D Zones	1	\$2,367	\$500,000	0	\$0.00	\$0.00
B, C & X Zone						
Standard	20	\$22,304	\$6,168,100	3	\$988.46	\$335.00
Preferred	135	\$109,191	\$52,631,000	4	\$253,483.06	\$6,495.00
Total	529	\$592,001	\$173,979,900	30	\$432,311.52	\$12,535.00

City of Saratoga

The City of Saratoga is located on the west side of the Santa Clara Valley, directly west of San José, in the San Francisco Bay Area. The city is 48 miles south of San Francisco and 14 miles west of San José and at the southwest edge of Santa Clara County, between the cities of Cupertino and Los Gatos. The city has a population of 30,153 residents and encompasses 8,179 acres or approximately 13 square miles. Approximately 40 percent of this area is in parks and preserves, and another 15 percent consists of agriculture and other open space uses. The remaining area is nearly completely developed, with single-family uses predominating. Less than one (1) percent of the city's land area consists of vacant, developable land.

Flood Hazard Under the current FIRMs, the City of Saratoga has 128 structures in the Special Flood Hazard Area (SFHA). SFHA are mainly in FEMA designated zone A, AE, and AH. Of the total structures in the SFHA, 98 percent are single-family (1-4 units), and two (2) percent are commercial or non-residential. The city has six (6) creeks: Calabazas, Rodeo, Saratoga, Wildcat, Vasona, and San Tomas. In general, flooding from these creeks has been confined to the relatively narrow flood plain directly adjacent to the creeks.

Repetitive Loss Properties There are no repetitive loss properties within the city.



City of Saratoga Flood Insurance Data (as of 11/02/20)

Insurance by Occupancy

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
Single Family	75	\$54,033	\$23,780,100	18	\$53,675.76	\$12,075.00
2-4 Family	1	\$421	\$350,000	0	\$0.00	\$0.00
All Other Residential	2	\$2,881	\$739,700	0	\$0.00	\$0.00
Non Residential	3	\$7,564	\$2,150,000	0	\$0.00	\$0.00
Total	81	\$64,899	\$27,019,800	18	\$53,675.76	\$12,075.00

Insurance by Zone

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
A01-30 & AE Zones	16	\$28,614	\$4,423,100	3	\$17,303.34	\$1,025.00
A Zones	1	\$1,981	\$250,000	4	\$4,888.78	\$735.00
AO Zones	0	\$0	\$0	0	\$0.00	\$0.00
AH Zones	0	\$0	\$0	0	\$0.00	\$0.00
AR Zones	0	\$0	\$0	0	\$0.00	\$0.00
A99 Zones	0	\$0	\$0	0	\$0.00	\$0.00
V01-30 & VE Zones	0	\$0	\$0	0	\$0.00	\$0.00
V Zones	0	\$0	\$0	0	\$0.00	\$0.00
D Zones	0	\$0	\$0	0	\$0.00	\$0.00
B, C & X Zone						
Standard	9	\$8,425	\$2,944,700	8	\$4,488.41	\$1,120.00
Preferred	55	\$25,879	\$19,402,000	3	\$26,995.23	\$9,195.00
Total	81	\$64,899	\$27,019,800	18	\$53,675.76	\$12,075.00

City of Sunnyvale

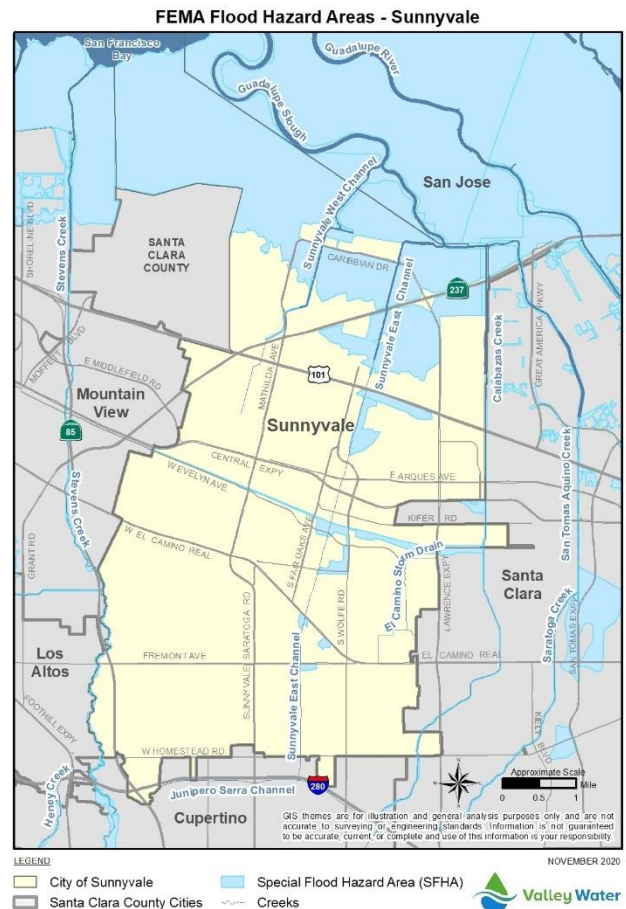
The City of Sunnyvale is one of the major cities that make up the Silicon Valley located in the San Francisco Bay Area. It is the second-highest populated city within Santa Clara County, with a population of 152,703. Sunnyvale is bordered by portions of San José to the north, Moffett Federal Airfield to the northwest, Mountain View to the west, Los Altos to the southwest, Cupertino to the south, and Santa Clara to the east.

The city's land area is approximately 22.87 square miles. Of this, 15.47 square miles are considered developable, as follows: 0.3 percent vacant, 54.7 percent residential, 22.4 percent office/industrial, 6.2 percent retail/service, 7.4 percent parks/open space, and 6.2 percent other uses.

Flood Hazard Under the current FIRMS, Sunnyvale has 1,270 parcels that lie within a Special Flood Hazard Area (SFHA). SFHA's in Sunnyvale are: Zones A, and V. Approximately 20 percent, or 254 parcels, are zoned for non-residential use. The remaining parcels within the SFHA are primarily single-family (1-4 units) residential (997 parcels), with only 19 parcels being multi-family residential (5+ units).

Areas subject to flooding in Sunnyvale are, in general, the northern portion of the city, selected areas flanking the East and West Channels, Calabazas Creek, El Camino Real, and US Highway 101. Both the East and West Channels and Calabazas Creek flow directly into the San Francisco Bay, which abuts the northerly boundary of the city.

Repetitive Loss There are no repetitive loss properties within the City of Sunnyvale.



City of Sunnyvale Flood Insurance Data (as of 11/02/20)

Insurance by Occupancy

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
Single Family	398	\$433,459	\$100,277,400	7	\$11,268.56	\$2,640.00
2-4 Family	198	\$101,139	\$48,134,000	0	\$0.00	\$0.00
All Other Residential	130	\$114,516	\$39,682,300	0	\$0.00	\$0.00
Non Residential	62	\$261,572	\$31,407,200	3	\$57,386.63	\$2,525.00
Total	788	\$910,686	\$219,500,900	10	\$68,655.19	\$5,165.00

Insurance by Zone

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
A01-30 & AE Zones	255	\$543,251	\$67,781,700	6	\$62,845.76	\$4,490.00
A Zones	3	\$6,163	\$750,000	0	\$0.00	\$0.00
AO Zones	134	\$164,907	\$38,067,100	1	\$0.00	\$125.00
AH Zones	0	\$0	\$0	0	\$0.00	\$0.00
AR Zones	0	\$0	\$0	0	\$0.00	\$0.00
A99 Zones	0	\$0	\$0	0	\$0.00	\$0.00
V01-30 & VE Zones	0	\$0	\$0	0	\$0.00	\$0.00
V Zones	0	\$0	\$0	0	\$0.00	\$0.00
D Zones	0	\$0	\$0	0	\$0.00	\$0.00
B, C & X Zone						
Standard	133	\$110,107	\$36,132,500	2	\$5,809.43	\$550.00
Preferred	141	\$61,947	\$44,123,000	1	\$0.00	\$0.00
Total	666	\$886,375	\$186,854,300	10	\$68,655.19	\$5,165.00

V. TARGET AUDIENCES

The PPI Committee identified several key audiences that can be divided into categories: 1) those who are at risk of flood impacts; and 2) those who are a conduit to those who are at risk of flood impacts or “messengers to other target audiences.”

Priority Audiences and Areas:

1. Community at Large

The PPI Committee recognized that the entire community that lives and/or works in Santa Clara County is subject to impacts due to flooding. CRS typically focuses on residential flooding; however, in the San Francisco Bay Area, flooding of businesses and roads is also significant.

Within the community-at-large, there are several sub-communities:

Multi-lingual Communities: Within the community-at-large, there are non-English language speakers and non-US citizens. More than 112 languages are spoken in the Bay Area; however, the top three non-English languages are Spanish, Vietnamese, and Mandarin Chinese.

Groups with Special Evacuation Needs: Within the community-at-large, access and functional need individuals require special evacuation support, such as seniors and fixed or low-income residents. These groups are of great concern during a flooding event and would need additional time, resources, and logistics to support them.

New Residents, Visitors, and Tourists: Within the community-at-large, there are residents, visitors, and tourists who are new to the area or visiting for a short duration and may be unfamiliar with the hazards specific to this region. They may be unaware of flood risks, the resources available to them, and where to locate them. Additionally, new residents are less likely to be aware of sandbag locations and how to flood-proof a structure.

2. Special Flood Hazard Area (SFHA) Communities

The PPI Committee identified several geographic areas that are particularly prone to flooding. This includes areas of Mountain View and Milpitas that are prone to shallow flooding; areas of Mountain View and Palo Alto that are prone to riverine flooding, especially north of Highway 101; areas subject to tidal flooding; Los Altos, near Permanente and Hale creeks; areas of Palo Alto prone to flooding from San Francisquito Creek; flood-prone areas of San José, including Alviso; Morgan Hill, especially the downtown area; the South County corridor between Morgan Hill and the county line.

A map of each community SFHA can be found on each community-specific page under Section IV: Communities' Flood Hazard Areas.

Residents and Businesses in the Special Flood Hazard Area (SFHA): The offices of the largest employers of Silicon Valley form a ring around the edge of the San Francisco Bay, located in areas that flood. Consequently, thousands of people

work in the zone subject to tidal flooding, driving into and out of the tidal zone every day on their way to and from work. Street flooding can impact workers' commutes. Major thoroughfares can be blocked by flooding, impeding access to residents, schools, hospitals, and workplaces.

Those at risk of flood impacts include property owners, renters, and workers. For people who work in the tidal zone, family emergency plans are critical. Individuals should have flood-safe routes identified to get safely out of the tidal flooding zone. For residents who live in the FEMA-designated SFHA, the emergency plan ensures individuals and families are prepared for a flood event.

Additionally, it is important for our communities to protect their property by purchasing flood insurance for home and business locations. Most homeowner insurance policies do not cover damage from natural disasters, such as flooding. Therefore, advising residents to purchase flood insurance to cover the contents in their homes is a critical message for this community.

Within the SFHA, there are several sub-communities:

Low Lying Areas, Along Rivers and Creeks: Within the SFHA, there are low-lying areas along rivers and creeks at risk for flooding.

Coastal Communities at Risk for Sea Level Rise/Tsunamis: Within the SFHA, there are coastal communities at risk for sea-level rise and tsunamis. These areas are identified through the base flood elevation. The bayfront cities in Santa Clara County with areas subject to fluvial and tidal flooding are Palo Alto, Mountain View, Sunnyvale, Santa Clara, San José, and Milpitas.

Repetitive Loss (RL) Areas: Within the SFHA, there are a few repetitive loss areas located in the County of Santa Clara and the cities of Morgan Hill, Palo Alto and San José. Additional information on these areas can be found on each community-specific page under Section IV: Communities' Flood Hazard Areas.

3. Messengers to Other Target Audiences (Organizations and Businesses Serving the Community)

Lenders, real estate agencies or boards, developers/contractors, and appraisers all serve as a messenger to people who are at risk of flooding as they provide their respective business service. In addition, organizations or agencies that serve at-risk communities include PG&E, American Red Cross, Emergency Assistance Network (EAN), Community Emergency Response Teams (CERT), neighborhood associations, schools, churches, hospitals, and social services agencies. These messenger organizations and businesses function as another target audience for the PPI.

As government agencies work to reduce flood risk, they need to provide these messengers with the best information available and tailor the message to the County of Santa Clara's needs. In other words, the PPI needs to include training that convey the information that the messengers will need. This will be implemented by presentations to groups, website postings and newsletter

articles. While all the messages need to be conveyed to messengers from time to time, some messages are more pertinent than others. For instance, lenders need a detailed understanding of flood insurance, but neighborhood associations would be more interested in how to protect people and property from a flood.

All these audiences can be reached through a combination of messages from Valley Water, the cities, the county, and the American Red Cross.

VI. OTHER PUBLIC INFORMATION EFFORTS

To develop an effective PPI, the committee inventoried a broad sample of current initiatives, programs, and training that focus on raising the community's awareness of local flood hazards and encouraging them to take action that will reduce risks (see Table 2).

Outside activity by agencies and organizations in Santa Clara County relating to flood protection generally falls into one of four categories: 1) training and courses; 2) community-based engagement events; 3) traditional and social media messaging, and 4) mailers. Many community events feature at least one agency providing information on disaster preparedness and safety. The information in all four categories is usually provided on websites as well, so it is readily available.

Additionally, phone and tablet apps have become particularly popular. The American Red Cross has developed a series of free apps related to disaster awareness such as flood protection, first aid, earthquake, and fire. The content of this messaging usually covers general hazard awareness and safety, with an increasing emphasis on preparedness, planning, and mitigation; however, the information can be applied to flood preparedness and safety.

Table 2: Other Public Information Efforts

Agency/Organization	Project/Effort	Message
American Red Cross Silicon Valley Chapter	<ul style="list-style-type: none"> • <u>Training</u>: Personal preparedness, organizational preparedness. Audience: Adults, Seniors, Youth/Kids. • <u>Community events</u>: Regularly staff booths at community events and company health fairs to provide information about American Red Cross services and preparedness. • <u>Social media messaging</u>: Facebook, Twitter posts with updates on current disaster responses, seasonal tips on safety, preparedness. • <u>Website</u>: Downloadable materials. • <u>Other</u>: Smart device apps. 	<p>General hazard/disaster awareness, safety, and preparedness.</p> <p>The importance of preparing a family emergency plan.</p>
Collaborating Agencies Disaster Relief Effort (CADRE)	<ul style="list-style-type: none"> • <u>Training</u>: Monthly meetings, workshops, annual conference, which include training sessions. • <u>Social media messaging</u>. • <u>Website</u>: http://www.cadresv.org. • <u>Other</u>: Newsletter. 	<p>Target CBOs, FBOs and nonprofit service providers.</p> <p>Organization disaster readiness and resiliency.</p>
Catholic Charities of Santa Clara County	<ul style="list-style-type: none"> • <u>Training</u>: Disaster preparedness workshops. 	<p>Disaster readiness and preparedness.</p>
Community Emergency Response Training (CERT)	<ul style="list-style-type: none"> • <u>Training</u>: Personal preparedness. 	<p>Disaster readiness and preparedness.</p>
Department of Water Resources	<ul style="list-style-type: none"> • <u>Training</u>: Flood manager trainings, workshops, California Flood Preparedness prep meetings (Aug-Oct). • <u>Community events</u>: California Flood Preparedness Week (CFPW) every October. • <u>Social media messaging</u>: Social media toolkits for CFPW, social media messaging. • <u>Website</u>: Downloadable materials, toolkits, tips on flood safety: https://water.ca.gov/What-We-Do/Flood-Preparedness. • <u>Other</u>: YouTube channel. 	<p>Flood preparedness and safety messaging.</p>
Federal Emergency Management Agency (FEMA)	<ul style="list-style-type: none"> • <u>Training</u>: Online trainings. • <u>Community events</u>: Community events in partnership with local city/county. • <u>Social media messaging</u>: Facebook, Twitter, social media toolkits, smart device app: FEMA app. • <u>Website</u>: https://www.Ready.gov/floods. • <u>Other</u>: Youth education materials, YouTube channel. 	<p>Disaster readiness and preparedness.</p>

NOAA	<ul style="list-style-type: none"> • <u>Training</u>: Online webinars. • <u>Social media messaging</u>: Facebook, Twitter, Smart device app: NOAA Weather Radio. • <u>Website</u>: Downloadable materials: https://www.weather.gov/safety/flood. • <u>Other</u>: Youth education materials, YouTube channel. 	Flood preparedness and safety messaging.
Pacific Gas & Electric (PG&E)	<ul style="list-style-type: none"> • <u>Other</u>: Utility bill inserts, radio safety ads. 	Safety tips related to winter storms.
Santa Clara County Department of Public Health	<ul style="list-style-type: none"> • <u>Website</u>: Downloadable materials: https://www.sccgov.org/sites/phd/hi/phep/Pages/prep-home.aspx. 	Disaster readiness and preparedness.
Santa Clara County Office of Emergency Management	<ul style="list-style-type: none"> • <u>Website</u>: Downloadable materials: https://emergencymanagement.sccgov.org/home. • <u>Other</u>: Smart device app: ReadySCC. 	Disaster readiness and preparedness.
San José Fire Department (Office of Emergency Services)	<ul style="list-style-type: none"> • <u>Training</u>: Personal preparedness. 	Disaster readiness and preparedness.
Silicon Valley Independent Living Center (SVILC)	<ul style="list-style-type: none"> • <u>Training</u>: Personal preparedness. 	Disaster readiness and preparedness.
US Army Corps of Engineers	<ul style="list-style-type: none"> • <u>Training</u>: Online webinars. • <u>Website</u>: Downloadable materials: https://www.usace.army.mil/. • <u>Other</u>: Youth education materials, YouTube channel. 	Flood preparedness and safety messaging.
Valley Water	<ul style="list-style-type: none"> • <u>Training</u>: Virtual Flood Preparedness workshop, covering FEMA SFHA maps, stream gauges tools, community flooding hot spot awareness, flood insurance options, communication plans, emergency kits, and alerts and tips for avoiding floodwaters. • <u>Community events</u>: Flood awareness materials distributed at community fairs and events. • <u>Social media messaging</u>: Extensive multilingual flood awareness campaign with multilingual flood awareness videos and posts on Facebook, Instagram, Twitter, Nextdoor and YouTube, TV, radio, Pandora, print and digital newspapers, as well as email newsletter. • <u>Website</u>: Flood awareness blogs, videos, links, and preparedness resources available at http://www.valleywater.org/floodready. • <u>Other</u>: Mailers – Multi-lingual mailer with flood preparedness tips and resources distributed to 52,000 homes and 15 cities every winter. 	Flood preparedness and safety messaging.

VII. COMMUNICATION STRATEGY, PROJECTS, AND INITIATIVES

The focus of the Multi-Jurisdictional PPI (5-Year Plan) is to encourage flood preparedness best practices for the following key audiences:

- The community-at-large;
- Special Flood Hazard Area (SFHA) communities; and
- Messengers to other target audiences.

The committee selected nine (9) topics with messages for each topic that need to be disseminated to the various audiences. The first six (6) are the same as the six (6) priority messages for the CRS program and included several public messages to select from. Three (3) additional topics were added by the committee and include one (1) priority message each (see Table 3).

Table 3: CRS Priority Messages

Topic Number	Topic message	Public Message <i>(select one message per topic)</i>
TOPIC #1	Know your flood hazard	<ul style="list-style-type: none"> • Know your flood risk • Contact your floodplain manager to find out if your property is in a floodplain • Check if your home or business is in a Special Flood Hazard Area
TOPIC #2	Insure your property for your flood hazard	<ul style="list-style-type: none"> • Get flood insurance ahead of time • Insure your property • There is a 30-day waiting period for the policy to take place
TOPIC #3	Protect people from the flood hazard	<ul style="list-style-type: none"> • Put your 3-day emergency kit together • Follow evacuation orders • Learn the best route to high ground
TOPIC #4	Protect your property from the flood hazard	<ul style="list-style-type: none"> • Protect your home from flood threats • Prepare your home • Sandbags can offer protection against a foot or less of floodwater • Get sandbags before a flood
TOPIC #5	Build responsibly	<ul style="list-style-type: none"> • Build responsibly in floodplains • Comply with development requirements • Check with your city/county floodplain manager before you build
TOPIC #6	Protect natural floodplain functions	<ul style="list-style-type: none"> • Keep creeks clean and flowing • Keep debris and trash out of our streams • Don't pollute, dump, or drain anything in creeks
Additional Outreach Topic Messages <i>(only one message per topic)</i>		
TOPIC #7	Develop an emergency plan	<ul style="list-style-type: none"> • Develop an emergency plan
TOPIC #8	Download disaster apps	<ul style="list-style-type: none"> • Download disaster emergency apps
TOPIC #9	Understand shallow flooding risks—don't drive through standing water	<ul style="list-style-type: none"> • Understand shallow flooding risks - don't drive through standing water

Flood Response Preparation Projects:

City of Santa Clara's Flood Response Program (FRP) provides a road map for city staff in various departments to quickly distribute prescribed messages through several social media outlets before, during, and after a storm event. These messages serve to remind residents to prepare for an impending storm by cleaning up fallen leaves, picking up sandbags from the city, and preparing emergency kits for their household. During a storm or flood event, these messages inform residents how to stay safe. After a storm or a flood, these messages relay essential safety information and provide resources for reporting issues to the city or appropriate agencies.

1. Before a storm/flood: The City of Santa Clara's Office of Emergency Service notifies all departments whether localized or area-wide flooding is anticipated. The fire Department, Police Department, and the Department of Public Works post their pre-approved messages and informs the City Manager's Office.
2. During a storm/flood: The City of Santa Clara's Manager's Office and the Office of Emergency Services authorize public outreach activities during a flood event when the Emergency Operations Center (EOC) is activated. Specifically, for storms, each department posts its pre-approved message that applies to the current situation. In this situation, the City Manager's Office does not need to give authorization, but they must be informed.
3. After a flood: The City of Santa Clara's Manager's Office and Office of Emergency Services authorize public outreach activities following a flood event.

Additionally, many of our communities are developing their Flood Response Programs (FRP) message plan. One idea was to develop a regionwide FRP messaging plan (*listed as 'Other New Initiatives' Item No. 9*), which would encompass all the participating communities.

Table 4: Flood Response Preparation Priority Messages:

Topic Message	Public Message (can select multiple messages per topic)
Messaging Before A Flood	
TOPIC #1: Know your flood hazard	<ul style="list-style-type: none"> Your floodplain manager can provide you with flood insurance information and may have a FEMA Elevation Certificate for your property on file.
TOPIC #4: Protect your property from the flood hazard	<ul style="list-style-type: none"> Prepare your house for the storm by gathering building materials like plywood, plastic sheeting, and sandbags. Follow the sandbag guide to construct barriers to stop floodwater from entering your home. To further protect your home from localized flooding, make sure to keep the gutter in front of your house clean.
TOPIC #6: Protect natural floodplain functions	<ul style="list-style-type: none"> If you see a storm drain clogged/flooded or tree branches down, please call (number). Place fallen leaves into your clean green container instead of blowing them onto the street and pick-up litter that can clog up storm drains.
TOPIC #7: Develop an emergency plan	<ul style="list-style-type: none"> Make a family emergency plan and emergency kit for your home and car. Sign up for AlertSCC.
Messaging During A Flood	
TOPIC #2: Insure your property for your flood hazard	<ul style="list-style-type: none"> Collect your valuable documents, such as property insurance. If you need to evacuate, take your property insurance documents and their contact number with you.
TOPIC #3: Protect people from the flood hazard	<ul style="list-style-type: none"> If advised to evacuate, do so immediately. Turn off utilities at the main switches or valves. Disconnect electrical appliances. Do not touch electrical equipment if you are wet or standing in water. Check city/county website for the most up-to-date information on street closure, current situation, available shelter, and press releases. Tune to radio stations KCBS (740 AM), KGO (810 AM), and KLIV (1590 AM) for emergency information.
TOPIC #9: Understand shallow flooding risks—Don't drive through standing water	<ul style="list-style-type: none"> Avoid fast-moving water. "Turn Around Don't Drown." For puddles, let off the gas, keep the steering wheel straight, and don't slam on the brakes. Do not drive into flooded areas.

Messaging After A Flood	
TOPIC #3: Protect people from the flood hazard	<ul style="list-style-type: none"> • Do not walk in floodwater. • Stay away from a downed power line and report them to Silicon Valley Power's 24-hour hotline at 408-615-5640. • Return home only when authorities indicate it is safe. • Don't attempt to re-enter your home before then, or you may be at risk of the building collapsing. • Check the city/county website for the most up-to-date information. • Check the city/county website for the most up-to-date information on street closure, current situation, available shelter, and press releases. • Listen for news reports on whether the community's water supply is safe to drink. Check on the city/county website or contact City Water Utility Department at (number) to confirm.
TOPIC #5: Build responsibly	<ul style="list-style-type: none"> • Get a permit for flood damage repairs to avoid future damages. The city/county has a permit process to help you get back into your house.
TOPIC #6: Protect natural floodplain functions	<ul style="list-style-type: none"> • If you see a storm drain clogged/flooded or tree branches down, please call (number).

Outreach Projects:

Numerous outreach projects have been carried out over the past several years. Since they match the key audiences and are an effective means to disseminate the nine (9) topic messages, they will continue. Each outreach project includes one or more of the key messages. These projects are also reflected in Appendix A: CRS Creditable Outreach and Flood Response Projects by Community and Appendix B: Additional CRS Outreach Projects by Community (Non-Creditable Activities for Activity 330).

1. Outreach and Flood Response Projects by CRS Community

- a. **County of Santa Clara:** The County of Santa Clara's website includes a Santa Clara County "Storm and Flood Information and Resources" webpage available for all residents in the county: <https://www.sccgov.org/sites/opa/Pages/storm.aspx>. The storm and flood information page redirects residents to Valley Water's Flood Ready webpage, National Weather Service, American Red Cross, and www.floodsmart.gov, as useful resources.

The County has a Consumer Protection Division's website that also includes a "Flood Safety Information" webpage. The site redirects residents to Valley Water's Access Valley Water customer portal for reporting debris in creeks and flood-ready webpage and www.Ready.gov. Additionally, there are multi-language 'Flood Safety Information' documents for resident's use and other resourceful links: <https://cpd.sccgov.org/flood-safety-information>.

Every fall, the County sends annual letters to the properties in the unincorporated section of the county's mapped repetitive loss areas, as required by FEMA and is a prerequisite for a CRS Class 9.

As needed, the County's Office of Emergency Management shares Valley Water's digital social media resource links during the flood season. The "Floods Follow Fires. Are you Ready?" and "Got Sandbags" messages redirect to Valley Water's website and all messages are available in English, Spanish, Chinese, and Vietnamese. Messages are used on social media, short-form newsletter, short-form email, web, and Nextdoor.

The County's Office of Emergency Management's website has a "Be a Prepared Community Member" webpage that includes emergency preparedness information including, signing up for AlertSCC, making an emergency plan, downloading the ReadySCC App, building an emergency supply kit, packing a go-bag, checking on neighbors, "Do One Thing," 12-month preparedness calendar, and get CERT trained. <https://emergencymanagement.sccgov.org/be-prepared-community-member>.

The County's Office of Emergency Management's website has a "People with Access and Functional Needs (AFN)" webpage that provides resources to help enhance independence and readiness through emergency preparedness: <https://emergencymanagement.sccgov.org/people-access-and-functional-needs-afn>.

- b. City of Cupertino:** The City of Cupertino publishes annual flood notice in the local newsletter (The Cupertino Scene, a community-wide newsletter) that highlights nine (9) priority topics and is mailed to all residential and commercial properties within Cupertino's jurisdiction. These notices provide information on flood risks and flood safety and inform property owners on ways to protect themselves and their property. The notice is typically published before or at the beginning of the rainy season (October or November issue).

Although there are no longer any repetitive loss properties within the city, the City of Cupertino continues to send annual letters to these properties, highlighting five (5) of the nine (9) priority topics. The letter is typically mailed mid-year.

In addition, Valley Water conducts several general and informational outreach projects that distribute materials countywide, highlighting the nine (9) priority topics that Cupertino can take credit for. Some of these outreach materials include their latest Flood Ready campaign brochures and flood kits, FEMA flood-related materials, which have also been distributed at various Cupertino events/facilities.

The City of Cupertino recognizes the robust social media campaign led by Valley Water and has linked the city's main flood preparation webpage, 'Citizens Preparedness' to Valley Water's Flood Ready webpage.

The City's Office of Emergency Services also hosts a "Citizen Preparedness" webpage that includes emergency preparedness

information for different types of disaster such as floods. The webpage also includes re-directing to Valley Water's Flood Ready webpage. <https://www.cupertino.org/residents/community-services-programs/emergency-services/citizen-preparedness>.

Cupertino's Public Works Department and Community Development Department's Building Division also work closely together to provide Flood Protection Assistance, Property Protection Advice, site visits, and general flood protection assistance to interested community members. Advice and assistance are provided one-on-one, either over the phone, face-to-face at the public counter or through comments related to development review. Site visits, if requested, are also conducted, and scheduled directly with qualified city staff.

The city participates in yearly clean-up events: the annual National River Clean-up Day (each May) and Coastal Clean-up Day (each September) and coordinates volunteers. Staff coordinate with Valley Water on both these clean-up efforts. The city also participates in Valley Water's Adopt-a-Creek Program.

On a project-specific basis, the city provides homeowners and business owners of active construction sites a Winter Preparedness notification that informs them that during the winter season, they need to winterize their project(s) site. Certain soil disturbance activities are not allowed during the rainy season.

- c. **City of Gilroy:** The City of Gilroy recognizes Valley Water's Flood Awareness Campaign and has linked the city's main flood webpage to Valley Water's Flood Ready webpage. In addition, all the residents in the FEMA designated SFHA receive Valley Water's annual floodplain mailer. This mailer is kept in a static location at City Hall for residents to pick-up and is also distributed at various events throughout the year.

Gilroy participates in two fair/events. The Gilroy Garlic Festival, held typically at the end of July and the city's Public Works Week Community Open House, held typically in May. Both support promoting PPI topic messages – distributes flood preparedness materials.

- d. **City of Los Altos:** Annually, the City of Los Altos sends a letter, along with a "Are You Prepared for a Flood in Your Neighborhood?" brochure, each fall to property owners in the SFHA to inform them their property is within the SFHA, flood risk reduction information, requirements for development standards within the SFHA, availability of flood insurance, and where additional information can be found. The mailer contains information on the following topic messages:

- What to do before, during, and after
- Recognize the natural and beneficial functions of floodplains
- History of flooding in Los Altos
- Determine if your property is located in an area subject to flooding

- Purchase flood insurance
- Maintain drainage channels and pipes free of obstruction and debris
- Protect your property from flood damage
- Know floodplain development standards
- Comply with development requirements
- Plan for emergencies – Prepare a family disaster plan, make an emergency kit, sign-up for AlertSCC.

Also, in the fall, each year, two (2) newspapers ads are published in the 'Los Altos Town Crier,' which contain similar information as the "Are You Prepared for a Flood in Your Neighborhood?" brochure including flood insurance information.

- e. **Town of Los Altos Hills:** The Town of Los Altos Hills hosts a "Flood Information" webpage on the town's website. This webpage includes information on the PPI nine topics, including a supporting message. The webpage redirects to the following key resource websites: www.valleywater.org/floodready, www.floodsmart.org, www.ready.gov, and www.weather.gov.

The town recognizes Valley Water's Flood Awareness Campaign and has linked the town's main flood webpage to Valley Water's Flood Ready webpage. In addition, all residents in the FEMA designated SFHA receiving Valley Water's annual floodplain mailer; the mailer is kept at a static location in the town hall for residents to pick-up.

The town's "Our Town" quarterly newsletter (fall issue) includes information on flood preparedness. The newsletter is mailed out town-wide and is also available online on the town's website.

The town participates in annual clean-up events: National River Clean-up Day (each May) and Coastal Clean-up Day (each September) and coordinates volunteers. They coordinate with Valley Water on both these clean-up efforts. The city also participates in Valley Water's Adopt-a-Creek Program.

Annually, the town hosts two events - Earth Day (held in the spring) and the Town Picnic (held late summer). The town distributes various flood preparedness and safety materials at these events, including Valley Water's annual floodplain mailer and promotional item (e.g., emergency starter kits, Get Flood Ready Emergency Supply Checklist tote bags, etc.). Additionally, Valley Water hosts a table at the Town Picnic event and distributes various flood readiness materials and information (i.e. FEMA flood insurance information, ReadySCC, and American Red Cross Flood apps, AlertSCC, sandbag guidelines, flood protection project-specific notices, FEMA NFIP materials, and preparedness activity/coloring books, etc.) to the public.

- f. **Town of Los Gatos:** The Town of Los Gatos' website encourages residents and businesses to purchase flood insurance and redirects visitors to www.floodsmart.gov.

The town recognizes Valley Water's Flood Awareness Campaign and has linked the town's main flood webpage to Valley Water's Flood Ready webpage. In addition, all residents in the FEMA designated SFHA receiving Valley Water's annual floodplain mailer; the mailer is kept at a static location in the town hall for residents to pick-up.

- g. **City of Milpitas:** Annually, the City of Milpitas mails out a brochure, "Flood Public Advisory" during the months of December or January to residents and businesses within SFHA and the community at large. The brochure promotes flood safety and flood preparedness messaging, including purchase flood insurance, SFHA, flood warning information, illegal dumping, ongoing flood mitigation projects, the city's participation in the CRS, elevation certificates, Flood Protection Assistance, permit requirements for floodplain development, floor elevations, substantial improvements, and substantial damage, and provides contact information for a number of flood-related issues. The city's "Flood Public Advisory" brochure, along with Valley Water's "Are You Flood Ready?" floodplain mailers are posted in the public libraries and at City Hall.

The city offers Flood Protection Assistance, Property Protection Advice and provides in-person flood risk consultation at the front counter. Anyone seeking flood zoning and flood mitigation information, can talk to a Registered Civil Engineer and/or a CFM from the Engineering Department. This service is advertised to the whole city by the 'Flood Public Advisory' that is mailed out annually between December-January. An engineer and/or CFM will visit the project site upon request and will provide an analysis report after the visit. A copy of any site visits and analysis report will be kept on file with the city.

On a project-specific basis, the city provides contractors a Winter Preparedness notification that informs them that during the winter season, they need to winterize their project(s) site. Certain soil disturbance activities are not allowed during the rainy season.

The city participates in annual clean-up events: National River Clean-up Day (each May) and Coastal Clean-up Day (each September) and coordinates volunteers. They coordinate with Valley Water on both these clean-up efforts. The city also participates in Valley Water's Adopt-a-Creek Program.

Year-round, the city distributes at various events the FEMA flood-related publications, including "Myths and Facts about the NFIP" and "Q&A NFIP Handbook" and the front counter area in a brochure rack.

The city's website has a "Flood Information" webpage contains information on several of the PPI message topics; the webpage also

redirects to Valley Water, FEMA, NOAA, www.floodsmart.gov, www.Ready.gov, and USGS webpages.

- h. **City of Morgan Hill:** Annually, the City of Morgan Hill sends a citywide “Flood Report” close to or during the start of the rainy season. The report is for residents and businesses to understand the flood hazards in the City of Morgan Hill, to learn what they can do to protect themselves before the next rainy season and to find out about recent and planned improvements being made in the city. The Flood Report varies on PPI priority messages including:

- Know Your Flood Risk
 - Flood Insurance Rate Maps (FIRMS)
 - FEMA Flood Map Service Center (redirects to www.msc.fema.gov)
 - City contact information for flood map requests, flood protection assistance, and other flood-related inquiries
 - Major Creeks: Llagas, West Little Llagas, Edmundson, Foothill, Paradise, Tennant, Coyote, Maple, and Corralitos Creeks
- Build Responsibly - Morgan Hill Municipal Code Chapter 15.80
- SFHA
- Recent and Planned Improvements
- Keep Debris and Trash Out of Streams – It’s illegal to dump into our creeks; Do Not Dump
- Insure Your Property (redirects to www.floodsmart.gov)
- Be Prepared Before a Flood
 - Protect Your Property
- Elevation Certificates
- Be Prepared During a Flood
 - Register for AlertSCC
 - Follow evacuation orders
 - Stayed tuned (radio or TV) for possible warnings
 - Avoid floodwaters – “Turn Around Don’t Drown”
- 6” of moving water can knock you off your feet
- A car can be carried away by just 2’ of water
- Develop a Family Emergency Plan
 - Create a communications plan
 - Assemble an emergency kit
 - Keep a minimum 3-day supply of non-perishable food and bottled water
- Download Disaster and Emergency Apps
 - ReadySCC
 - Red Cross Flood App
- Redirects to www.ValleyWater.org/FloodReady

From year-to-year, the Flood Report can also include additional messaging based on the current outreach efforts and publicity requirements on city’s CRS activities.

The city's website has a "Flood Information" webpage that contains the city's flooding information, which redirects to their Floodplain Management page and includes a link to the city's annual "Flood Report." The webpage redirects to Valley Water's Flood Ready webpage and also contains FEMA flood information.

Each summer, the city sends an annual notice to Repetitive Loss (RL) areas as required by FEMA and is a prerequisite for a CRS Class 9.

- i. **City of Mountain View:** The City of Mountain View sends information on flood risk, flood safety, and the importance of buying flood insurance in the Winter version of the city's newsletter called, "The View." The city publishes this newsletter bi-annually and is sent to all postal addresses in the City of Mountain View (over 17,000 addresses). The Fall edition of the newsletter includes a "Are You Flood Prepared?" section that provides a wealth of informs the public of flood risks including the nine priority flood messages including: know your flood risk, contact your floodplain manager to find out if your property is in a floodplain, how to insure your property, protect people from the flood hazard by creating a 3-day emergency kite, protect your property with city provided sandbags, build responsibly, protect the natural floodplain by keeping debris and trash out of our streams, develop an emergency plan, download the emergency apps and 'Turn around don't drown' messaging. The city's "Flood Protection and Insurance Information" webpage also provides information on many of these same topics and also redirects to Valley Water's webpage and www.floodsmart.gov.

Each year, all residents and businesses see these nine priority flood messages again as an insert in their utility bill that arrives between July-September.

The city participates in the Mountain View Art & Wine Festival (each September) and Thursday Night Live (months of June and July) and distributes Valley Water's annual floodplain mailer and the promotional item (e.g., emergency starter kits, Get Flood Ready Emergency Supply Checklist tote bags, etc.). Valley Water also hosts a table at the Mountain View Art & Wine Festival and distributes various flood readiness materials and information (i.e. Valley Water's floodplain mailer [containing all 9 PPI topic messages], FEMA NFIP flood insurance information, ReadySCC, and American Red Cross flood apps, AlertSCC, sandbag guidelines, flood protection project-specific notices, FEMA NFIP materials, and preparedness activity/coloring books, etc.) to the public.

The City of Mountain View does a social media notification about storm preparation for winter storms ahead of time. The notification directs residents to their "Flood Protection and Insurance Information" webpage. The city has also linked the city's webpage to Valley Water's Flood Ready webpage.

- j. **City of Palo Alto:** Annually, the City of Palo Alto's "Are You Ready for Winter Storms?" flyer (aka utility insert) is sent to all residents and

businesses in the city, in their utility bills in the fall. The flyer contains information on the nine (9) PPI topic messages, including: what to do before, during, and after a storm; prepare family emergency plans and emergency kits; sign up for AlertSCC; bookmark cityofpaloalto.org/storms webpage for up-to-date local storm information; stay powered safely; understand shallow flooding – Turn Around, Don't Drown; protect your property – know your flood hazard area, insure your property sufficiently, purchase flood insurance; identify flood zone designation; build responsibly; clean out roof gutters, downspouts, landscape inlets and swales; sandbags available/locations; report hazardous material spills and illegal dumping; **Do Not Dump**; emergency information: flood warning and creek levels; blocked storm drains, mud slides, and fallen trees; sign up to receive text or email notifications of flood conditions; get Red Cross flood app; become an Emergency Services Volunteers (ESV); and other general information including non-emergency; real-time public safety updates are posted on social media accounts on: Twitter, Nextdoor, Facebook, etc. Information on the link to real-time creek monitor page and San Francisquito Creek JPA early flood warning system is also provided.

The city distributes various flood preparedness and safety documents, including FEMA NFIP materials for public/policyholders (e.g. *Valley Water's annual floodplain mailer, FEMA's NFIP Why Do I Need Flood Insurance? Your Homeowners Insurance Does Not Cover Flooding, The Preferred Risk Policy for Homeowners and Renters, etc.*). These materials are available at the Public Works Department, the Development Center, and are also made available via the city's website, "Flood Information and Winter Storm Preparedness" webpage that redirects to 'Flood Information Documents' from the City of Palo Alto Library Digital Collection database. These materials are also distributed at the city's annual events noted below.

Annually, the city also sends out a utility announcement, "Anytime it can rain, it can flood. Don't get caught off-guard." The announcement includes a link to the city's flood safety tips webpage at www.cityofpaloalto.org/storms. The announcement is sent once a year during the month of March/April. Messages included are: Valley Waters Flood Safety Tips, purchase flood insurance, prepare a family emergency plan, know the location of neighborhood streams and drainage channels, learn the best route to high ground; protect natural floodplains; protect your home and understand shallow flooding.

As required by FEMA and is a prerequisite for a CRS Class 9, the city also sends annual letters to the properties in the city's mapped repetitive loss areas, highlighting flood safety tips; the letter is typically mailed in the month of August/September.

Annually, at the beginning of the flood season (September/October), the city sends out letters to real estate agencies informing them of their responsibility to identify flood hazard areas and to take advantage of the

Flood Zone Lookup on the city's website on the Floodplain Management webpage.

The city participates in the annual clean-up events: National River Clean-up Day (each May) and Coastal Clean-up Day (each September). They coordinate with Valley Water on both these clean-up efforts. Additionally, the city participates in Valley Water's Adopt-A-Creek Program.

Trash booms are located in Matadero Creek and Adobe Creek. Annually, booms clean-ups are done on an as-needed basis. The city also assesses its hot spots and cleans up the local drainage system on an ongoing basis as part of the city's operations and maintenance.

Each April, city staff host a flood readiness table at the city's annual Earth Day event and at the City Municipal Corporation Open House held in July. Flood preparedness materials are distributed to the community, including Valley Water's outreach promotional item (varies from year to year) and their annual floodplain mailer, the city's "Are You Ready for Winter Storms?" utility insert, the Creekwise mailer/brochure, and runs a slideshow presentation of flood preparedness and protection. Upon request, the city also participates in other fairs and promotes flood readiness.

- k. **City of San José:** Annually, at the beginning of the flood season, the City of San José sends an annual flyer to properties in repetitive loss areas typically between September and December as required by FEMA and is a prerequisite for a CRS Class 9. The informs property owners that their property is in a flood-prone area. The flyer also details ways property owners can protect themselves and their property, such as be informed and know your flood risk, how to reduce this risk, how to protect your people and your property, including flood insurance (redirecting to www.floodsmart.gov), build responsibly, and to practice flood safety.

The city's Public Works, Development Services, "Flood Hazard Zones" webpage located here: <https://www.sanjoseca.gov/your-government/departments/public-works/development-services/floodplain-management>, includes information on the following:

- **Flood Information**
Public Works staff provides information regarding flood zones, flood insurance, Special Flood Hazard Area regulations, and maintains copies of elevation certificates. The public may also check if their property is in the flood zone by visiting [flood hazards zone map](#).
- **Flood Hazard Zones**
The City of San José is a member of the [National Flood Insurance Program](#). Membership in the program allows residents of the City of San José to obtain federally backed mortgages and disaster assistance in the event of floods. In exchange, the city requires new land developments and remodels of existing buildings to

conform to rules that minimize flood damage. Public Works is responsible for administering this program and providing flood zone information to the citizens of San José.

- **Re-directs to Valley Water's Flood Ready webpage** for more information about watersheds and historical flooding information. The city also has a link on its website to www.floodsmart.gov for residents to learn more about purchasing flood insurance.

The city recognizes Valley Water's Flood Awareness Campaign and has linked the city's main flood webpage to Valley Water's Flood Ready webpage. In addition, all the residents in the FEMA designated SFHA receive Valley Water's annual floodplain mailer. This mailer is kept in a static location at City Hall for residents to pick-up and is also distributed at various events throughout the year.

Annually, at the beginning of the flood season (September–December), the city sends out letters to real estate and insurance agencies and lenders, informing them of their responsibility to identify flood hazard areas and to take advantage of the Flood Zone Lookup on the city's website on the "Flood Hazard Zones webpage and advises to contact the city for map reading services and elevation certificates on file.

The city hosts an annual public safety event, 'Building Permits and Home Safety Open House,' typically held in May. Valley Water staff also participates in the city's annual Pumpkins in the Park' event, held in October. At both events, there are booths/tables with information/materials that support our PPI topic messages; flood prevention materials are distributed.

- I. **City of Santa Clara:** Each fall, the City of Santa Clara mails out a citywide newsletter for residents and businesses, including all addresses in the SFHA, called "Inside Santa Clara." The fall issues have a "Are You Flood Ready" page that includes all nine (9) CRS key priority messages urging residents and business to purchase flood insurance, learn more about flood from floodsmart.gov, find out their flood zone and flood risk with available services from the city, prepare emergency kits and family emergency plans, sign up for ALERT SCC (the Santa Clara County emergency alert system), download emergency apps "ReadySCC" or the Red Cross Emergency App, make permanent improvements to reduce flood damages with free Flood Protection Assistance, Property Protection Advice service from the city, build responsibly and obtain building permits and elevation certificates in SFHA, protect properties from flood threats with sandbags available from the city, stay safe from shallow flood and flood water while driving or walking – Turn Around, Don't Drown, keep storm drain inlet and catch basins clear of debris or leaves. The citywide newsletter also provided "How To" information on staying safe during a flood, proper sandbag usage, reporting storm drain blockage, and reporting illegal dumping in/near creeks to reduce flood and pollution risk. The newsletter is mailed to all residential and business addresses in the city. Additional copies of the newsletter are available for display and pick

up at City Hall, and it can also be accessed online on the city's website: <https://www.santaclaraca.gov/i-want-to/stay-informed/newsroom/city-publications/inside-santa-clara>.

City staff host a flood readiness table at the city's annual Art & Wine Festival held each September to display and distribute emergency preparedness kits, Valley Water's floodplain mailer and flood reporting phone number magnet and provide flood zone look up service. Valley Water also sponsors a table at the festival promoting flood preparedness and distributes various flood readiness materials to the community.

During the storm season, the City of Santa Clara publishes social media posts on Facebook, Twitter, and other platforms, focused on safety and urges residents to stay vigilant while walking or driving during heavy rains/storms; reminds them to keep storm drain inlets clear, and advises them to report blocked storm drain inlets. The city's Office of Emergency Services prepared a pre-flood plan (FRP) for public information projects that will be implemented before, during, and after a storm/flood, as well as identifying who is responsible for posting these messages, what type of events they apply to, what social media platforms to post to and how often. Before a storm/flood, the messages focus on emergency kit, plan, and app-sign-up preparation, and flood damage prevention. During a storm/flood, the messages focus on shallow flood risk, utility safety, and where to find accurate information on evacuation order, shelter, and road closure. After a flood, the messages focus on keeping people safe, reporting issues, where to find accurate information on the current status for drinking water, utility, road closure, evacuation order and shelter, and rebuilding and recovery.

The city's website, "Flood Protection Information" webpage contains valuable information on flood-related topics, such as local flood risk, FEMA flood zones, flood insurance, and flood emergency preparedness, among other things. Many FEMA publications containing a wealth of flood-related information are also available for viewing in hard copy at Santa Clara City Hall or at the City of Santa Clara Central Library: <https://www.santaclaraca.gov/our-city/departments-g-z/public-works/engineering/flood-protection>.

- m. **City of Saratoga:** The City of Saratoga's website encourages residents/businesses to purchase flood insurance and redirects visitors to www.floodsmart.gov: <https://www.saratoga.ca.us/218/Winter-Storms>.

The City of Saratoga does a social media notification about storm preparation for winter storms ahead of time. The notification directs residents to their "Staying Safe, Winter Storms" webpage. The City of Saratoga has also linked the city's Winter Storms webpage to Valley Water's Flood Ready webpage.

The City of Saratoga recognizes Valley Water's Flood Awareness Campaign and has linked the city's main flood webpage to Valley Water's Flood Ready webpage. In addition to all residents in the FEMA

designated SFHA receiving Valley Water's annual floodplain mailer, the mailer is kept static at the City Hall for residents to pick-up.

- n. **City of Sunnyvale:** The City of Sunnyvale sends two (2) mailers and one (1) newsletter article each October. The first mailer/postcard is targeted to all residents and businesses within the SFHA informing them of the requirement to purchase flood insurance and about the automatic 15% discount. The second mailer/postcard is targeted to real estate agents informing them of the client's responsibility for identification and purchase of flood insurance and the availability of the automatic 15% discount.

The City of Sunnyvale's annual fall "Horizon" newsletter, which come out in October, includes a "Know How to Be Flood Safe" article that promotes flood safety and flood preparedness messaging, including purchasing flood insurance and promotes www.floodsmart.gov, Flood Zone Lookup information, AlertSCC, Do Not Dump, and highlights the city's website.

Additionally, the City of Sunnyvale has permanent "Road May Flood" street signs in areas of the city prone to flooding and promotes the "Flood Zone Look Up" featured on the city's website.

Furthermore, during the rainy season (October-March), the City of Sunnyvale actively posts flood safety and preparedness messaging through the city's Environmental Services social media platforms (i.e., Facebook and Twitter).

- o. **Valley Water:** Valley Water sends an annual multi-language floodplain mailer countywide to all residents and businesses within the SFHA in Santa Clara County.

The floodplain mailer is an extensive mailer that includes language on all the nine (9) PPI priority messages, such as contact numbers for mapping services for each of the communities and flood response messaging on what to do before, during, and after a flood. The mailer is sent out each year between November/December to remind residents and businesses in the SFHA of the upcoming rainy season and urges them to prepare beforehand and to purchase flood insurance. An electronic version of the mailer is also available on Valley Water's website on the flood preparedness page at www.valleywater.org. It should be noted that this is not necessarily a mailer to every creek side owner. Many properties are adjacent to creeks but not in the SFHA and would not receive this mailer.

Hard copies of the floodplain mailer are provided to all the cities/county for their use to disseminate at various events (i.e. emergency preparedness fairs, festivals, public meetings, etc.), including keeping the mailer static in lobby areas for visitors to pick-up. Electronic copies are also provided to the CRS communities to post on their websites.

Additionally, Valley Water includes flooding messages in an annual multi-language countywide mailer sent to every postal address in the county in

late October/early November. This is a general mailer whose topics cover the full range of services Valley Water carries out; therefore, topics vary from year to year, but a minimum of six (6) topics are included. The importance of buying flood insurance is always mentioned and the 30-day waiting period for an NFIP policy to go into effect.

Every CRS community submits the floodplain and countywide mailers for CRS credit. Annually, Valley Water also distributes and provides each community with a flood promotional item to giveaway to the public at community events.

During the year, Valley Water participates in booth duty support at various events and fairs throughout the county, including Valley Water Capital project meetings, or other events, as requested by various organizations. A number of communities pursue Outreach Project (OP) credit under Activity 300 for this activity. Valley Water distributes flood preparedness and awareness outreach materials (e.g., annual floodplain and countywide mailers, FEMA NFIP materials, USACOE Disaster preparedness coloring book, etc.) to the public at various events/fairs throughout the county encouraging the public to “Get Flood Ready.” Valley Water maintains public outreach materials for use before, during and after a flood and safety messaging. The distributed materials cover all of the nine (9) key CRS messages: sandbag guideline and flood protection project(s) information; downloading flood/emergency apps; information to encourage creating a family emergency plan; encourage homeowners, business owners, and renters to purchase of flood insurance ahead of time; prepare emergency kits; to know your flood risk; protecting people and property from flood threats; keeping creeks clean and flowing; avoid floodwaters, and to build responsibly in floodplains. The materials that are distributed include several FEMA publications and Valley Water flood preparedness promotional items which can vary from year to year.

Annually, Valley Water Office of Government Relations participates in the below community events during the flood season (*from September-May*). Note: The below list of events is subject to be amended.:

Table 5: Community Events During the Flood Season

Month	Event
September	<ul style="list-style-type: none"> - Santos Car Show (<i>Alviso/San José</i>) - Mountain View Chamber of Commerce Art & Wine Festival (<i>Mountain View</i>) - Cupertino Chamber of Commerce Silicon Valley Fall Festival (<i>Cupertino</i>) - Morgan Hill Chamber of Commerce Taste of Morgan Hill (<i>Morgan Hill</i>)
October	<ul style="list-style-type: none"> - Day on the Bay Multicultural Festival (<i>hosted by Santa Clara County</i>) - Day in the Park (<i>hosted by the City of San José, District 8</i>) - Pumpkins in the Park (<i>hosted by Guadalupe River Park Conservancy, San José</i>) - Diwali Festival of Lights (<i>hosted by Cupertino Chamber of Commerce</i>) - Hispanic Chamber of Commerce of Silicon Valley Festiv'ALL (<i>sponsored by Valley Water and City of San José</i>)

November	- Annual American Indian Heritage Celebration (<i>hosted by ConXion to Community, San José</i>)
December	- Santa Visits Alviso (<i>San José</i>)
January	- South Valley Science Fair (hosted by South Valley Science and Engineering fair, Morgan Hill) - San José Women's March (hosted by Women's March Bay Area, San José)
February	- Valley Medical Center's Women's Leadership Policy Summit (hosted by Valley Medical Center Foundation, Saratoga)
March	- Silicon Valley Leadership Group Regional Economic Forum (hosted by Silicon Valley Leadership Group, Campbell) - Tech Challenge (hosted by The Tech Interactive, San José) - Morgan Hill Wildflower Run (hosted by American Association of University Women, Morgan Hill)
April	- City of Palo Alto Great Race for Saving Water (hosted by City of Palo Alto)
May	- Berryessa Annual Art & Wine Festival (hosted by Berryessa Business Association & Bay Area Community Services, San José) - Campbell Chamber of Commerce Boogie on the Avenue (hosted by Campbell Chamber of Commerce, Campbell) - Mushroom Mardi Gras (hosted by Morgan Hill Mushroom Mardi Gras Inc., Morgan Hill)

Additionally, throughout the year, there are other countywide events that Valley Water participates in by hosting a table and distributing flood preparedness materials.

Valley Water's "Let's Talk Water" Speakers Bureau Program provides general presentations to various groups, including Homeowners Associations. The presentations talk about where your water comes from, reviews the history of Valley Water and how we operate. Presenters also discuss our water supply sources for our county, water quality, flood protection, including flood awareness/preparedness, and our creeks and ecosystems. Information is shared on the topic of flood protection includes, a brief description of the CRS program, how to find your flood risk, make your 3-day emergency kit, the importance of purchasing flood insurance, and Valley Water's ongoing flood protection projects: <https://www.valleywater.org/learning-center/lets-talk-water-speakers-bureau>.

Annually, Valley Water distributes a soft copy of our 'Flood Safety Tips' brochure for all SCC CRS communities' use (print hard copies to distribute at events and/or post of flood preparedness webpages. This brochure covers all nine (9) key priority topics and is also made available on Valley Water's Flood Ready website.

2. Valley Water's Annual Flood Awareness Media Campaign

Annually, Valley Water conducts a flood awareness media campaign, reaching the community at large, including our multi-lingual community, groups with special evacuation needs, new residents, visitors, and tourists. The campaign runs the duration of the rainy season, typically from November to April, and features social media videos and postings on various platforms (i.e., Facebook, Twitter, Instagram, Nextdoor, etc.), digital banners, newspaper advertorials, radio ads, billboards, utility bill inserts for communities to use, communities re-direct to Valley Water's flood ready website, and television/mobile ads targeting residents who live in flood-prone areas and multilingual ethnic communities.

As part of Valley Water's annual flood awareness campaign, an annual floodplain mailer is sent to all addresses in the County of Santa Clara's FEMA designated SFHA (see *Section 1. Outreach and Flood Response Projects by CRS Community, Item o. Valley Water*).

Additionally, as needed, Valley Water conducts an outreach campaign targeted to "hot spot" areas (i.e., locations Valley Water has identified as prone to flooding) by engaging in additional outreach with the public, as needed and/or requested. This outreach may include a live or virtual event where residents in hot spot areas receive additional info on how to prepare for a flood event and will include a Board member promoting for residents to purchase flood insurance. An annual 'Winter Preparedness Emergency Resources Guide' (postcard/flyer) is mailed to residents and/or businesses who live or are located within hot spot locations. The guide includes the following CRS messages:

- 'Know Your Risk' by visiting www.msc.fema.gov to see your location on a FEMA SFHA map;
- 'Prepare Your Home' by downloading emergency apps and monitoring stream levels and finding sandbags locations; and
- 'Get Insured' by visiting www.floodsmart.gov to find an agent in your areas.
- What to do Before, During, and After a Flood.

As part of the flood awareness campaign, a 'Get Flood Ready, Social Media and Web Resources Guide' is provided to each of the communities for their use as part of their outreach efforts.

3. Do Not Dump Program

- a. Storm Drain Stenciling/Medallion – For more than 20 years, the County of Santa Clara has a program to locate and label all storm drain inlets "Do Not Dump" stencils at storm drains. This program, which helps prevent shallow flooding continues. Several Santa Clara County cities/county and Valley Water participate in the Storm Drain Stenciling Program.
- b. Cities in Santa Clara County require all developments modifying or constructing new catch basins/storm drains/inlets to stencil the "No Dumping! Flows to Bay." In addition, some of these cities require all bid documents for capital projects which are modifying or constructing new

catch basins and require the contractors to install the same stencil. The program is also highlighted on cities' websites.

In South County municipalities (permittees) are subject to the statewide "Phase II" Stormwater Permit: National Pollutant Discharge Elimination System (NPDES) General Permit for Waste Discharge Requirements (WDRs) for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems (MS4s). The permit became effective July 1, 2013 and remains effective (as amended) until reissued. The last amendment was effective January 1, 2019.

The North County municipalities (permittees) are subject to the San Francisco Bay Municipal Regional Stormwater NPDES Permit. The permit was effective January 1, 2016 and was due to expire December 31, 2020 but has been administratively extended.

- c. The City of Cupertino's annual flood notices in the local newsletter, 'The Cupertino Scene,' contains dumping is illegal messaging and how to report.
- d. The City of Milpitas's annual "Flood Public Advisory" annual brochure contains dumping is illegal messaging and how to report.
- e. The City of Palo Alto's annual "Are You Ready for Winter Storms?" utility bill insert contains the Do Not Dump and report illegal dumping messages.
- f. The City of Sunnyvale's annual fall "Horizon" newsletter includes a "Know How to Be Flood Safe" article that promotes the Do Not Dump message.
- g. Valley Water places "Do Not Dump" signs by waterways/channels.
- h. Valley Water lists the Pollution Hotline number in all their Project Notices.

4. Information for Use Before, During, and After a Flood

- a. Valley Water maintains public outreach materials for use before, during, and after a flood, including safety messages, how to file insurance claims, the need for permits, etc. These materials include several FEMA publications and Valley Water collateral items. Several of these items are also available on our website. Valley Water distributes these outreach materials to the public at various events/fairs throughout the county, at public meetings, with stakeholders (e.g., Second Harvest Food Bank, HOA's, Fire Departments, etc.) to help disseminate our flood preparedness messaging. These items are also made available upon request to cities/county to distribute within their community.

Valley Water's website includes a 'Flood Safety Advice: Before, During, and After a Flood' webpage <https://www.valleywater.org/floodready/flood-safety-advice-during-after>.

- b. The City of Santa Clara has a plan that outlines flood response activities to carry out before, during, and after a storm/flood. The plan identifies how to disseminate information on social media (i.e., frequency and type of messaging, which media platforms, and who will be responsible for posting the messages).
- c. The City of Milpitas' 'Flood Public Advisory' annual brochures provide information on what to do before and during a flood.

Other Public Information Initiatives

The PPI Committee reviewed other public information activities, in addition to outreach projects. Additional credit is available under Activities 340, 350, 360, and 540 if the element is described in the PPI document with specific recommendations on how it should be conducted.

Activity 340 (DFH and REB) – Additional credit is provided if the PPI states that real estate agents should (or have agreed to) advise house hunters about the flood hazard and that real estate agents give house hunters a REB brochure.

- The **City of Morgan Hill** mails out during the rainy season an annual newsletter, "Ask Before You Buy: Know Your Flood Risk!", to local real estate agents that provide homebuyers help to determine the flood risk of the property being purchased.
- The **City of Palo Alto** sends out annual letters to real estate agencies, informing them of their responsibility to identify flood hazard areas and to take advantage of the Flood Zone Lookup on the city's website on the Floodplain Management webpage at the beginning of the flood season (September/October).
- The **City of San Jose** sends out letters to real estate and insurance agencies and lenders, informing them of their responsibility to identify flood hazard areas and to take advantage of the Flood Zone Lookup on the city's website on the "Flood Hazard Zones webpage and advises to contact the city for map reading services and elevation certificates on file (September–December).
- The **City of Sunnyvale** sends a mailer/postcard targeted to real estate agents informing them of the client's responsibility for identification and purchase of flood insurance and the availability of the automatic 15% discount.
- **Other communities** could follow suit and send out the info to real estate agents advising house hunters about flood hazards and advise real estate agents to give house hunters a REB brochure.

Activity 350 (WEB1) – Additional bonus credit is provided if the communities website covers the additional priority messages (Topics 7-9) that are listed in the PPI, listed in *Table 3: CRS Priority Messages*.

- All communities' website flood protection resources webpage includes language that contains the three additional PPI priority messages noted below:
 - 7. Develop an emergency plan.
 - 8. Download disaster apps.
 - 9. Understand shallowing risks—don't drive through standing water.

Activity 360 (PPA, PPV, FAA) – Additional bonus credit is provided if the PPI discusses how the community’s property protection services should be conducted (PPA), discusses site visits as part of the community’s property protection service (PPV), and discusses how the community’s financial assistance advisory service should be conducted (FAA).

- The **City of Cupertino** provides property protection advice, site visits, and general flood protection assistance to interested community members. Advice and assistance are provided one-on-one, either over the phone, face-to-face at the public counter or through comments related to development review. Site visits, if requested, are also conducted and scheduled directly with qualified city staff. This service is advertised to the entire community in their annual flood notices in the local newsletter (The Cupertino Scene, a community-wide newsletter). The notice is typically published before or at the beginning of the rainy season (October or November issue).
- The **City of Milpitas** offers Flood Protection Assistance and provides in-person flood risk consultation at the front counter. Anyone seeking flood zoning and flood mitigation information, can talk to a Registered Civil Engineer and/or a Certified Floodplain Manager (CFM) from the Engineering Department. This service is advertised to the whole city by the ‘Flood Public Advisory’ that is mailed out annually between December-January. An engineer and/or CFM will visit the project site upon request and will provide an analysis report after the visit. A copy of any site visits and analysis report will be kept on file with the city.
- The **City of Santa Clara** provides property protection advice, and general flood protection assistance to interested residents and businesses. Advice and assistance are provided one-on-one by reviewing site plans and site photos, either over the phone, or face-to-face at the permit center counter. Site visits, if requested, are also conducted and scheduled directly with qualified city staff. This service is advertised to the entire community every year in the fall issue of citywide newsletter “Inside Santa Clara”, which typically goes out every September.
- **Other communities** could follow suit and send out the info on how the community’s property protection services should be conducted, including site visits as part of the community’s property protection service and offer the community financial assistance advisory service.

Activity 540 (Drainage System Maintenance) – Additional credit is provided if the PPI specifies the message and recommends the best way to disseminate it.

- Valley Water’s annual floodplain, countywide mailers and all project notices include messaging on Do Not Dump/Illegal Dumping. All communities comply with the Santa Clara County’s Storm Drain Stenciling/Medallion Program as developments that are modifying or constructing new catch basins/storm drains/inlets are required, per the below-noted permits, to stencil the “No Dumping Flows to Bay.” In addition, some of these cities require all bid documents for capital projects, which are modifying or constructing new catch basins, require the contractors to install the same stencil. The program is also highlighted on cities’ websites.

- *South County municipalities are subject to the statewide "Phase II" NPDES Permit*
- *North County municipalities are subject to the SF Bay Municipal Regional Stormwater NPDES Permit*

Other New Initiatives

The PPI committee identified a number of new initiatives:

1. Continue and expand the standardized flood message prepared for each community to include flood messages in utility bills each year, including PG&E.
2. Expand on partnerships with local chambers of commerce to disseminate and share flood preparedness information.
3. Expand on outreach to the Asian and Latino communities who live in flood prone areas.
4. Expand on outreach to "hot spot" flood prone areas by hosting on-site or virtual events.
5. Expand on reaching local homeowners associations (HOA)s and apartment associations
(*i.e. Executive Council of Homeowners [ECHO]*)
6. Expand on reaching residents in marginal and low-income communities through partnering with organizations that reach these communities. (*i.e. Second Harvest Food Bank and others*)
7. Communities could pursue FEMA Matching Funds Grants for severe Repetitive Loss Areas.
8. Review and expand other public information activities, such as Flood Protection Assistance (Activity 360) and Flood Insurance Promotion (Activity 370).
9. Develop a regionwide Flood Response Program messaging plan.

VIII. ANNUAL EVALUATION REPORTS

The Santa Clara County Multi-Jurisdictional PPI Committee will meet at least once per year to evaluate the PPI and incorporate any needed revisions. This meeting will be coordinated through the ongoing CRS User's Group meetings which are expected to occur at least twice a year. The evaluation will cover:

- Reviewing projects that were completed.
- Evaluation of progress toward outcomes.
- Recommendations on projects that have not been completed.
- Recommendations for new projects not previously identified.
- Target Audience changes; and
- Impact of the program during a real flood event if one has occurred.

A report will be prepared by Valley Water or through a sub-committee of the PPI Committee for submission with each CRS community's annual CRS recertification package.

During Fiscal Years 2016-19 (Years 1-4), the 2015 PPI Committee met a minimum of twice a year to complete annual evaluation reports for each year. Each community that participated in

the 2015 PPI sent annual evaluation reports to their respective governing body and included the report as part of their annual recertification submittals.

In 2020, the Insurance Services Office (ISO) authorized the exemption of the 2015 PPI Year 5 Annual Evaluation Report, as the Multi-Jurisdictional PPI was scheduled to be updated for its five (5) year revision.

IX. FIVE-YEAR REVISIONS

Every five (5) years, the Santa Clara County Multi-Jurisdictional PPI Committee will meet to review and revise the PPI. At that time, the PPI Committee can decide to draft a new document or an addendum to the existing document that updates the needs assessment and all sections that should be changed based on evaluations of the projects.

The PPI is reviewed for CRS credit according to the *FEMA NFIP CRS Coordinator's Manual (Edition 2017)* currently in effect, not the version used when the community originally requested this credit. The update can qualify as the annual evaluation report for the year it was prepared. The updated PPI must be adopted following the same process as the adoption of the original document.

X. ADOPTION OF THE PPI

The Multi-Jurisdictional PPI will be considered fully adopted after it has been approved by the elected body of each of the participating communities. Each CRS community is encouraged to use Valley Water's Board Agenda Memo so that all the elected officials receive the same information. This saves staff time and resources.

When a community develops a PPI as outlined in the *FEMA NFIP CRS Coordinator's Manual (Edition 2017)*, the PPI must be adopted by the community, through either:

- A formal vote by the community's governing body, or
- A formal vote by another body that has the authority and can provide the funding to implement the PPI, such as a flood control district. If this option is used, the PPI document must still be provided to the community's governing body for informational purposes.

In April of 2015, nine (9) of the twelve (12) CRS communities' governing bodies adopted the original Santa Clara County Multi-Jurisdictional 2015 PPI (5-Year Plan).

XI. REFERENCES

1. Federal Deposit Insurance Corporation (FDIC), Flood Disaster Protection Act of 1973, <https://www.fdic.gov/regulations/laws/rules/6000-2400.html>, December 1973.
2. Federal Emergency Management Agency (FEMA), Developing a Program for Public Information, https://crsresources.org/files/300/developing_a_ppi_for_credit_under_the_crs.pdf, March 2013.
3. Federal Emergency Management Agency (FEMA), National Flood Insurance Program Community Rating System Coordinator's Manual, <https://crsresources.org/>, 2017.

4. Federal Emergency Management Agency (FEMA), Flood Zones, <https://www.fema.gov/glossary/flood-zones>, July 2020.
5. Flood Insurance Sheets by Occupancy and by Zone provided by ISO, CRS Technical Reviewer, Dave Arkens on November 15 and 18, 2020.
6. Shawnee County, Kansas, Definitions of FEMA Flood Zone Designations, <https://snmapmod.snco.us/fmm/document/fema-flood-zone-definitions.pdf>.
7. Snohomish County Public Works Surface Water Management, Washington, Snohomish, City of Monroe, City of Sultan: Multi-Jurisdictional Program for Public Information, January 2013.
8. State of California et al, California's Flood Future: Recommendations for Managing the State's Flood Risks, November 2013.
9. US Census Bureau: Population Estimates, <https://www.census.gov/quickfacts/fact/table>, (V2019), July 1, 2019.
10. Town of Surfside Beach, South Carolina PPI, https://crsresources.org/files/300/surfside_beach_example_ppi.pdf, November 2014.

APPENDIX B

Additional Non-Credited CRS Outreach Projects for Activity 330 by Community

Please Note: Some of the below-identified Outreach Projects may be creditable under other CRS activities/element, such as Activity 350, c). Flood protection website (WEB)

CRS Community	Outreach Projects
County of Santa Clara	<p>The County's website includes a "Santa Clara County Storm and Flood Information and Resources" webpage available for all residents in the county. The storm and flood information page redirects residents to Valley Water's Flood Ready webpage and www.floodsmart.gov as useful resources: https://www.sccgov.org/sites/opa/Pages/storm.aspx.</p> <p>Santa Clara County has a Consumer Protection Division's website that also includes a "Flood Safety Information" page. The site redirects residents to Valley Water's Access Valley Water customer portal for reporting debris in creeks: https://cpd.sccgov.org/flood-safety-information.</p>
City of Cupertino	<p>City staff promotes the use of "Property Information" whenever possible. FIRM information is searchable by property address and easily viewed through the city's "Property Information" web mapping application, an interactive map that allows public users to view data for any property in Cupertino. Interested community members can access Property Information from the city's main webpage and immediately find out what flood zone and panel number their property is located in.</p>
City of Gilroy	<p>The city's floodplain management regulations comply with Title 44 of the Code of Federal Regulations that regulates development within the city's floodplains and meet state and federal minimum standards.</p> <p>Gilroy has a comprehensive Community Emergency Response Team (CERT) program that educates residents about disaster preparedness for the hazards, including flooding, that may impact their area and trains them in basic disaster response skills, such as fire safety, light search and rescue, team organization, and disaster medical operations. CERT offers a consistent, nationwide approach to volunteer training and organization that professional responders can rely on during disaster situations, which allows them to focus on more complex tasks. Through CERT, the capabilities to prepare for, respond to and recover from disasters are built and enhanced.</p> <p>CERT volunteers are trained to respond safely, responsibly, and effectively to emergency situations, but they can also support their communities during non-emergency events as well.</p>
City of Los Altos	<p>City Council adopts a Proclamation California Flood Preparedness Week.</p> <p>At the beginning of the flood season, the city's Public Information Officer does social media on various platforms (e.g., City Manager community email, Facebook, Nextdoor, Twitter, etc.).</p> <p>The city's Public Works Department hosts a 'Flood Zone Information' webpage on its website: https://www.losaltosca.gov/publicworks/page/flood-zone-information. This page contains information on:</p> <ul style="list-style-type: none"> • Creeks that run through Los Altos: Adobe Creek, Hale Creek, Permanente Creek, and Stevens Creek and the by-pass near Blach School, which carries overflow

	<p>from Permanente Creek to Stevens Creek. All these creeks may subject property to flooding during periods of heavy storms.</p> <ul style="list-style-type: none"> • Information for Insurance (redirects to FEMA's NFIP, www.floodsmart.gov) • Flood zone information • Link to Valley Water's Flood Protection, Flood Ready resource page and news blogs for various flood-related articles. • Link to Valley Water's Sign-up for Emergency Alerts (Alert SCC, ReadySCC and American Red Cross Flood App) • FEMA NFIP • FEMA National Flood Hazard Mapping • FEMA Map Service Center <p><i>Supporting Documents</i></p> <ul style="list-style-type: none"> - Santa Clara Valley Water District: Contact Your Floodplain Manager - FEMA: Protecting Building Utilities from Flood Damage - FEMA: Protecting Structures Built on Fill - FEMA: Reducing Damage from Localize Flooding - FEMA: Reducing Flood Risk to Residential Building that Cannot be Elevated - FEMA: Substantial Improvement, Substantial Damage Desk Reference - 2019 PPI Annual Evaluation Report (updated annually) - Mailer to Property Owners – Special Flood Hazard Areas (SFHA)
City of Milpitas	<p>The city distributes a Winter Preparedness flyer that informs contractors that the winter season will arrive, and they need to winterize their project(s) site. Certain soil disturbance activities are not allowed during the rainy season.</p> <p>The city participates in the annual National River Clean-up (each May) and Coastal Clean-up Day (each September). They coordinate with Valley Water on both these clean-up efforts.</p> <p>Year-round, the City of Milpitas distribute at various events the FEMA flood-related publications, including "Myths and Facts about the NFIP" and "Q&A NFIP Handbook" and the front counter area in a brochure rack.</p> <p>The City of Milpitas' "Important Flood Hazard Information" webpage contains information on several of the PPI message topics. The webpage also redirects to Valley Water, FEMA, NOAA, www.floodsmart.gov, www.Ready.gov, and USGS webpages: https://www.ci.milpitas.ca.gov/milpitas/departments/engineering/flood-information/.</p>
City of Morgan Hill	<p>Citywide weekly newsletter/e-mail blast (called Weekly 411) sent out to subscribers during the rainy season include messages about flood safety, emergency preparedness, emergency Apps: AlertSCC, ReadySCC, and the Red Cross Flood App, sandbags, and flood insurance.</p> <p>The city's Floodplain Management webpage includes a link to Valley Water's Flood Ready webpage ALERT System Real-Time Data, as well as a link to FEMA's Flood Map Service Center: http://www.morgan-hill.ca.gov/748/Floodplain-Management.</p> <p>The city participates in National River Cleanup Day and Coastal Cleanup Day. Morgan Hill Creek Cleanup is advertised in the City's Recreation Activity Guide on the City's website.</p> <p>Each September, the city declares September as "National Preparedness Month." The city's weekly newsletters/e-mail blasts during the month of September include information on how to be prepared throughout the month.</p>

	<p>The city's <u>Emergency Preparedness webpage</u> has a link to the Department of Homeland Security's www.Ready.gov website which contains a fillable family emergency communication plan: http://www.morgan-hill.ca.gov/133/Emergency-Preparedness.</p> <p>During the rainy season, the city mails out an annual newsletter, "Ask Before You Buy: Know Your Flood Risk!" to local real estate agents which are provided to homebuyers to help determine the flood risk of the property being purchased.</p> <p>The city has links to Valley Water's "Permits for Working on Valley Water Land or Easement" on the City's Floodplain Management webpage. Valley Water's webpage includes a link to the Water Resources Protection Ordinance.</p> <p>The city and/or Valley Water hosts an informational table at the annual city festivals: Mushroom Mardi Gras (each May) and the Taste of Morgan Hill (each September). Flood readiness information is disseminated to the public.</p>
City of Mountain View	<p>The city's Public Works Department hosts a "Flood Protection and Insurance Information" <u>webpage</u> on its website: https://www.mountainview.gov/depts/pw/flood_protection.asp. Topics include:</p> <ul style="list-style-type: none"> Upcoming Storm Season Information Flood Protection – Sand and sandbags available; how to fill a sandbag See Santa Clara Valley Water District's floodplain mailer Flood Safety Tips (redirects to Valley Water's Flood Ready webpage) <ul style="list-style-type: none"> What to do before, during, and after a flood Protection Information Flood Safety Flood Insurance Flood Map Information (redirects to www.floodsmart.gov) Flood Protection Tips Preparing for Winter Storm Season Remove Fallen Leaves Emergency Contact Numbers Obtain Sandbags When Necessary Report Flooding or Standing Water Report Downed Trees and Limbs Do Not Touch Downed Power Lines Prepare at Home – Emergency kits Contact numbers to report power outages or downed power lines <p>Trash capture devices are installed in the storm drains of some of the city's high generation rate area and we partner with Valley Water on trash removal on the two creeks in the city.</p>
City of Palo Alto	<p>The City of Palo Alto's website, <u>Public Works "Creek Monitor" webpage</u> includes real-time creek monitoring on San Francisquito Creek, Matadero Creek, and Adobe Creek. This webpage redirects visitors to the San Francisquito Creek Joint Power Authority (JPA), Flood Early Warning System website. The information on this JPA website updates every 15 minutes: https://www.cityofpaloalto.org/gov/depts/pwd/creek_monitor/default.asp</p> <p>Additionally, the "Creek Monitor" <u>webpage</u> redirects to the National Weather Service, Palo Alto forecast and radar pages; USGS San Francisquito Creek stream gauge; and the California Nevada River Forecast Center websites: https://www.cityofpaloalto.org/gov/depts/pwd/creek_monitor/default.asp</p>

	<p>The City of Palo Alto's "Floodplain Management" webpage provides relevant FEMA information, including Flood Zone Lookup for all interested residents. This page directs visitors to FEMA Elevation Certificate Information; FEMA NFIP; FEMA Technical Bulletins for Construction in the SFHA; Letter of Map Amendment application materials; and City of Palo Alto Development Center, Permits and Applications: https://www.cityofpaloalto.org/gov/depts/pwd/stormwater/floodzones.asp</p> <p>The City of Palo Alto's Office of Emergency Services, "Flood Information and Winter Storm Preparedness" webpage contains useful information for flood readiness: https://www.cityofpaloalto.org/services/public_safety/flood_information_winter_storms/default.asp</p>
City of San José	<p>The city has a "Flood Emergency Notifications" webpage that includes the following topics: https://www.sanjoseca.gov/news-stories/news/emergency-notifications/flood-emergency-notifications</p> <ul style="list-style-type: none"> - Emergency public information notifications and updates are provided. - The city's Incident Management Team, a branch of the Emergency Operations Center communicates with Valley Water and the National Weather Service to actively monitor the situation and is ready to respond if conditions change. The city informs residents of significant changes that may cause flooding and ongoing efforts (i.e., Flood Watch or Flood Warnings, creek levels, localized flooding, and downed tree branches). - City field crews respond to routine storm maintenance calls. - Crews from PG&E respond to localized power outages; residents can find the latest information on outages on the PG&E website and their Safety Action Center for preparedness tips and more. - Evacuation Center(s) will open if needed and location(s) will be listed on the city's social media accounts if an evacuation warning or order is issued. - Expected weather conditions are updated. Residents are advised to stay safe by taking the following precautions: <ul style="list-style-type: none"> • Monitor the news and follow the City of San José on social media, Facebook, Twitter and Instagram for regular updates • Be ready and tell neighbors to be ready to evacuate, if needed • Protect property with sandbags to route water away from structures • Raise furniture on the first floor to reduce damage if water threatens to enter home • Seniors or mobility impaired: Alert family or friends, so they are prepared to assist should conditions change • Pack a bag with important documents, medicines, spare clothes • Report blocked drains and other storm-related issues at 408-794-1900 • When driving, turn your car around if you encounter water on the road that looks to be 6 inches or deeper—or if you can't tell how deep it is. Be especially cautious at night when it is harder to recognize flood danger.

	<ul style="list-style-type: none"> - Sandbag Locations within the City of San José are listed. A complete list of sandbag locations can be viewed by visiting: https://www.valleywater.org/sandbags. - Sign up for Text and Email Alerts - Residents are advised to opt in to AlertSCC, the Santa Clara County emergency alert system: http://bit.ly/2BzQxt0. AlertSCC is a free, easy, and confidential way for anyone who lives or works in Santa Clara County to get emergency warnings sent directly to their cell phone, email, or landline. In addition to AlertSCC, the ReadySCC emergency preparedness mobile app is available. - Warming Center – If needed, the City of San José may open warming centers to service the homeless. Additional information can be found on the "Cold Weather Tips for Older Adults" or find a warming center in Santa Clara County. <p>The City of San José has established policies that govern development within north San José as related to flood hazard mitigation and impact avoidance. The objective of the city is to provide consistent policies throughout the area to allow increased development density, protect new structures from flooding, minimize potential increases in flood depths, and ensure consistency with FEMA requirements and the city's floodplain management ordinance.</p> <p>The city's Municipal Code, Part 5. 17.08.600 defines the Requirements for Special Flood Hazard Areas: https://www.sanjoseca.gov/home/showpublisheddocument?id=66695.</p> <p>The city's Public Works, Development Services "Flood and General Inquiry" webpage allows for members of the public to submit inquiries on flood-related issues and questions, including flood zones: https://www.sanjoseca.gov/your-government/departments-offices/public-works/development-services/flood-general-inquiry.</p> <p>The city also posts on their webpage the following materials:</p> <ul style="list-style-type: none"> • Valley Water's brochure "List of Creeks that are Flood Prone": https://www.sanjoseca.gov/home/showpublisheddocument?id=9371; • Valley Water's brochure "Prepare for Winter Storms ARE YOU FLOOD-READY": https://www.sanjoseca.gov/home/showpublisheddocument?id=40707. • The American Red Cross Emergency Preparedness Checklist: https://www.sanjoseca.gov/home/showpublisheddocument?id=49753.
City of Santa Clara	<p>The city has an Adopt-A-Spot Program that encourages and supports volunteers to organize clean-up events in the city. The Adopt-A-Spot Program is designed to enable community groups, businesses, churches, schools, and other organizations to play an active role in keeping public spaces clean and beautiful while allowing them to set their own schedule. Information on the program and how to Adopt-A-Spot is posted on the city website.</p> <p>The city organizes volunteers for the National River clean-up event each year and event results of trash collected is posted on the city website.</p> <p>The city has a funded program to install hundreds of new storm drain inlet inserts every year.</p> <p>The city promotes ALERTSCC and ReadySCC on social media and during CERT training courses.</p>

	<p>The city hosts workshops to promote developing family emergency plans and kits. The city publishes a comprehensive and easy to follow guide on putting together an emergency kit and family emergency plan, and it is available on the city website.</p> <p>The City of Santa Clara City Hall and library have a wealth of flood awareness material available for check out or free to take home. Materials include flood awareness coloring books for children, flood insurance information in English and Spanish for residents and businesses, technical information on protecting a building from flood and more.</p> <p>The city posts social media messages including topics on protecting people and property from flood hazard, such as shallow flood danger and proper usage of sandbags and sandbags availability.</p> <p>The city's Public Works Department has a flood protection webpage on the city's website: https://www.santaclaraca.gov/our-city/departments-g-z/public-works/engineering/flood-protection.</p>
City of Sunnyvale	<p>The city hosts a link on its Flood Protection page on how to prevent stormwater pollution: http://www.mywatershedwatch.org/.</p> <p>City staff, through Environmental Services, hosted Coastal Clean-up in Sunnyvale.</p> <p>City staff provided preparedness training/information at Farmer's Market and instructed people to download emergency and flood apps to stay informed about the latest emergencies and flood updates. Additionally, city staff provides flood safety information and distributes emergency starter kits at the city's Annual State of the City address.</p> <p>The city's website promotes:</p> <p>Topics on city's 'Flood Protection' webpage: https://sunnyvale.ca.gov/property/floodprotection/default.htm</p> <p>Prepare for Storms</p> <ul style="list-style-type: none"> Develop Family Emergency Plan Sign up to receive public safety and weather alerts on your phone Keep gutters free from debris Pick-up free sandbags, available at the city's Corporation Yard <p>Flood Tips and Resources</p> <ul style="list-style-type: none"> Find out what to do before, during, and after a flood or storm Get emergency preparedness apps from the Red Cross Download the FEMA app for safety, weather, and shelter information If you see a blocked storm drain, call our 24-hour Sewer and Storm Drain Response Hotline <p>Other Related Topics</p> <ul style="list-style-type: none"> Report broken limbs or fallen tree Report illegal dumping in storm drains Learn how to prevent stormwater pollution Learn about local improvements to prevent flooding <p>Topics on city's 'Emergency Preparedness' webpage: https://sunnyvale.ca.gov/government/safety/emergency.htm</p>

	<ul style="list-style-type: none"> - AlertSCC - Follow SunnyvaleDPS Twitter feed for local information during an emergency. - Radio 1680AM on your portable or car radio for local information during a disaster. - ReadySCC - Listos California preparedness class, offered by Sunnyvale Emergency Response Volunteers (SERV). - www.Ready.gov <p>The city's Public Safety Department's Office of Emergency Services provides training, support, and services to ensure the city is prepared to respond to and recover from the effects of major emergencies.</p>
Valley Water	<p>Flood Ready webpage: Flood & Safety, Flood Protection Resources https://www.valleywater.org/floodready includes:</p> <p>Valley Water in Your Area tool on website homepage: https://www.valleywater.org/</p> <ul style="list-style-type: none"> - Nine Things to Know to Be Flood Ready https://www.valleywater.org/news-events/news-releases/9-things-you-need-know-be-flood-ready - Sign Up for Emergency Alerts: AlertSCC and ReadySCC https://www.valleywater.org/floodready/sign-up-for-emergency-alerts - Sandbags Distribution Sites https://www.valleywater.org/sandbags - ALERT System Real-Time Data - Stream, reservoir, surface water and precipitation gauge data https://www.valleywater.org/your-water/alert-system-real-time-data - Flood Safety Advice: Before, During, and After a Flood https://www.valleywater.org/floodready/flood-safety-advice-during-after - Is Your Home in a Flood Zone? (re-directing to www.floodsmart.gov using https://msc.fema.gov/portal https://www.valleywater.org/floodready/is-your-home-in-a-flood-zone - Report creek blockages, local flooding https://www.valleywater.org/floodready/report-creek-blockages-local-flooding - Flood Insurance (re-directing to www.floodsmart.gov) https://www.valleywater.org/floodready/flood-insurance - Flood Reports - Since 1967, Valley Water staff have prepared reports following instances of severe flooding https://www.valleywater.org/floodready/flood-reports - Stream Maintenance Program https://www.valleywater.org/flooding-safety/stream-maintenance-program - Dam Safety Program https://www.valleywater.org/flooding-safety/dam-safety-program - Climate Change https://www.valleywater.org/your-water/water-supply-planning/climate-change - Levee Safety https://www.valleywater.org/flooding-safety/levee-safety - HEC-2 and HEC-RAS data library https://www.valleywater.org/flooding-safety/hec-2-and-hec-ras-data-library - Vertical Control Network https://www.valleywater.org/flooding-safety/vertical-control-network - Flood Emergency Action Plans https://www.valleywater.org/flooding-safety/flood-emergency-action-plans - Adopt a Creek Program https://www.valleywater.org/learning-center/adopt-a-creek <ul style="list-style-type: none"> ▪ Creekwise Mailer – Various communities distribute this mailer at events they host, including fairs.

	<p>https://www.valleywater.org/sites/default/files/CreekWise%202018%20flyer_for_Web%20FINAL%20CORRECT.pdf</p> <ul style="list-style-type: none"> ▪ Creekside Property Program https://www.valleywater.org/learning-center/healthy-creeks-and-ecosystems/creekside-property-program – National River Cleanup Day https://www.valleywater.org/news-events/events/2019-national-river-cleanup-day – Coastal River Cleanup Day https://www.valleywater.org/news-events/news-releases/volunteer-coastal-cleanup-day-sept-15 – Safe, Clean Water and Natural Flood Protection Grants and Partnerships Program https://www.valleywater.org/learning-center/safe-clean-water-and-natural-flood-protection-grants-partnerships-program – Let's Talk Water: Speakers Bureau Program https://www.valleywater.org/learning-center/lets-talk-water-speakers-bureau – <p>Flood Protection projects:</p> <p>Safe, Clean Water, and Natural Flood Protection Program, Priority E: Flood Protection to Homes, Business, Schools, and Highways https://www.valleywater.org/project-updates/safe-clean-water-and-natural-flood-protection-program/priority-e-provide-flood-protection-homes-businesses-schools-and-highways</p> <p>5-year Capital Improvement Plan (CIP), Chapter 3 – Flood Protection https://www.valleywater.org/how-we-operate/five-year-capital-improvement-program</p> <p>Neighborhood Work Project Notices https://www.valleywater.org/project-updates/in-your-neighborhood/neighborhood-work-notice</p> <p>Every month, staff check the Flood Ready webpage on Valley Water's website to ensure that it is operational and ensure the content is up to date.</p> <p>Valley Water Flood Watch map-based tool on the website: https://gis.valleywater.org/SCVWDFloodWatch/</p> <p>Monitor reservoir, stream, rainfall levels with the ALERT Gauge System Real-Time Data on the website: http://alert.valleywater.org/</p> <p>Valley Water in Your Area tool on website homepage: https://www.valleywater.org/</p> <p>Every year before winter, Valley Water Operations & Maintenance crews prepare waterways to help carry floodwaters safely by conducting inspections and maintenance of creeks. Crews remove vegetation and sediment to improve the flow of water. During the rainy season, crews go out during and after storms to clear creeks that we manage of debris and fallen trees that can cause blockage and result in flooding.</p> <p>Valley Water sends thousands of flyers, Project Notices (previously Neighborhood Work Notices) each year to residents and businesses located near a capital or maintenance project site throughout the county. The notices are posted on Valley Water's website, under the Project Updates webpage. Valley Water is dedicated to keeping residents and businesses informed and safe through its flood protection programs and project. These flyers contain a message to discourage illegal dumping in creeks and advertise a pollution reporting hotline.</p> <p>Valley Water's Sandbag Guidelines for Homeowners brochures are distributed at various safety events and fairs throughout the county and are available in multiple language. The</p>
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	<p>brochures are made available to all cities and the county to distribute. Various sandbag sites are managed by Valley Water and are open from late November through April each season. Certain sites are stocked with filled sandbags, when available, during that period. Additional sites are stocked with sand and empty bags for self-filling. A Sandbag Distribution Sites map is distributed at events/fairs and the map is posted on Valley Water's webpage. The map also includes information on several other sandbag stations managed by various cities within Santa Clara County. "How to Properly Fill a Sandbag" and "How to Protect Your Home with Sandbag" videos are also posted on Valley Water's website.</p> <p>Valley Water and Santa Clara County cities/county promote the county's AlertSCC and ReadySCC (Ready Santa Clara County) emergency app and the American Red Cross flood app. Communities encourage the public to download either/or both apps so that they are prepared and are kept informed before, during and after an event. This information is shared with the public at events/fairs and is included in several of Valley Water's flyers/mailers.</p> <p>Beginning in approximately June of each year, Valley Water participates in the California Department of Water Resources' statewide agency coordination calls, leading up to California Flood Preparedness Week (CFPW) held in October annually. Valley Water encourages Santa Clara County cities/county to participate in the State's CFPW campaign and offer support to the cities/county to promote participation. Each October, Valley Water also executes a resolution declaring the designated week in October as CFPW in Santa Clara County.</p> <p>Valley Water also maintains a Flooding & Safety, Flood Protection Resources webpage on their website: https://www.valleywater.org/floodready. As the flood protection authority for Santa Clara County, flood protection is one of Valley Water's priorities. This resourceful flood protection webpage provides a wealth of information to the residents and businesses Valley Water serves. Information is provided to the public on flood preparedness, including how to keep their family, property, and business flood safe.</p> <p>Valley Water's Education Outreach Program reaches close to 19,000 students a year throughout the county. The program offers age-appropriate curriculum on flood preparedness either in a classroom setting or virtual events where students receive information on how to prepare for a flood event.</p>
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APPENDIX C
Past Members of the Santa Clara County 2015 PPI Committee

Community	Local Government Representative and Alternates	External Stakeholders
County of Santa Clara	Chris Freitas	Trish Mulvey , CLEAN South Bay
Cupertino	Chad Mosley , Senior Engineer Winnie Pagan , Associate Civil Engineer Public Works Department	Julia Kinst , Neighborhood Block Leader
Gilroy	Claudia Moran-Garcia , Civil Engineer I Public Works Department Maria Angeles , City Development Engineer, CFM	Mark Turner , Chamber of Commerce
Los Altos	Aida Fairman , PE Associate Civil Engineer Kathleen Gallagher , CSG Consultants, Inc. Frank Navarro , CSG Consultants, Inc.	Brandi Garcia , PG&E Pam Perdue , PG&E
Milpitas	Ahmed Aly , Principal Civil Engineer, CFM Engineering Land Development Section Babak Kaderi , Assistant Civil Engineer Engineering Land Development Section	Donna Chiaramonte , State Farm
Morgan Hill	Charlie Ha , Associate Engineer Public Works Department	Sanjar Chakamian , Morgan Hill Downtown
Mountain View	Renee Gunn , Associate Civil Engineer, CFM Jacqueline Andrews Solomon , Assistant Public Works Director/City Engineer, CFM	Lydia Kou , Real Estate Agent Erin McKeown, Google
Palo Alto	Rajeev Hada , Project Engineer, CFM Public Works Department, Engineering Services Division	Dan Melick , CERT Volunteer
San José	Arlene Lew , Floodplain Manager, CFM Department of Public Works	Erik Fong , Willow Glen Neighborhood Association Linda Baker, Alain Pinel Realtor
Santa Clara	Van Truong Falguni Amin , Acting Principal Engineer Public Works - Engineering	Kevin Moore , retired City Council member
Sunnyvale	Jennifer Ng , Senior Civil Engineer Public Works	Kerry Haywood , Moffett Park Business Group
Valley Water	Pat Showalter , Sr. Project Manager Ricardo Barajas , Public Information Rep. II Merna Leal , Project Coordinator	Naomi Pease , American Red Cross

Appendix A CRS Creditable Outreach and Flood Response Projects by CRS Community Santa Clara County Multi-Jurisdictional PPI 2021						
Audience	¹ Message	Outcome	Project(s) Proposed to Support the Messages (XX denotes Community acronym, and Outreach Project #)	Assignment	² Schedule	³ Stakeholder
Community At Large (CAL) – <i>Multi-lingual Communities</i> – <i>Groups with Special Evacuation Needs</i> – <i>New Residents, Visitors and Tourists</i>	<u>Topic 1:</u> Know your flood hazard Message 1A - Know your flood risk Message 1B - Contact your floodplain manager to find out if your property is in a floodplain Message 1C - Check if your home or business is in a Special Flood Hazard Area <u>Topic 2:</u> Insure your property for your flood hazard Message 2A - Get flood insurance ahead of time Message 2B – Insure your property Message 2C – There is a 30-day waiting period for the policy to take place <u>Topic 3:</u> Protect people from the flood hazard Message 3A - Put your 3-day emergency kit together Message 3B - Follow evacuation orders Message 3C – Learn the best route to high ground <u>Topic 4:</u> Protect your property from the flood hazard Message 4A - Protect your property from the flood hazard Message 4B - Prepare your home Message 4C - Sandbags can offer protection against a foot or less of floodwater Message 4E - Get sandbags before a flood <u>Topic 5:</u> Build responsibility Message 5A - Build responsibly in floodplains Message 5B - Comply with development requirements Message 5C - Check with your local floodplain manager before you build <u>Topic 6:</u> Protect natural floodplain functions Message 6A -Keep creeks clean and flowing Message 6B - Keep debris and trash out of our streams Message 6C - Don’t pollute, dump, or drain anything in creeks <u>Topic 7:</u> Develop a Family Emergency Plan Message 7A: Develop an emergency plan <u>Topic 8:</u> Download disaster Apps Message 8A - Download disaster emergency apps <u>Topic 9:</u> Understand shallow flooding risks – don’t drive through standing water Message 9A - Understand shallow flooding risks - don’t drive through standing water FEMA’s message: “Turn Around Don’t Drown®.”	Educate our community on flood protection and preparedness measures	(VW OP #01) Multi-language Countywide Mailer (CWM) to every postal address in Santa Clara County (Topics 1-5 and 7, 8)	Valley Water Communications	Each late October or November	All Santa Clara County CRS Communities
			(VW OP #02) Distributes a soft copy of our Flood Safety Tips brochure for all SCC CRS communities’ use (print hard copies to distribute at events and/or post of flood preparedness webpages) (Topics 1-9)	Valley Water Communications	Annually, November/December	All Santa Clara County CRS Communities
			(CUP OP #03) Flood notice in the local newsletter, “The Cupertino Scene” (Topics 1-9)	City of Cupertino	Each October or November issue	N/A
			(LA OP #04) Two (2) newspapers ads, in the Los Altos Town Crier (Topics 1-5)	City of Los Altos	Each fall	N/A
			(LAH OP #05) The town’s “Our Town” quarterly newsletter includes information on flood preparedness. The newsletter is mailed out town-wide and is also available online on the town’s website (<i>Topics TBD during cycle visit</i>)	Town of Los Altos Hills	Each fall	N/A
			(LAH OP #06) The town distributes various flood preparedness and safety materials at events, including Valley Water’s annual floodplain mailer and promotional item (e.g., emergency starter kits, Get Flood Ready Emergency Supply Checklist tote bags, etc.), FEMA flood insurance information, ReadySCC, and American Red Cross Flood apps, AlertSCC, sandbag guidelines, flood protection project-specific notices, FEMA NFIP materials, and preparedness activity/coloring books, etc.) to the public	Town of Los Altos Hills	Annually, spring and late summer	N/A
			(MIL OP #07) “Flood Public Advisory” brochure to community at large (Topics 1-6)	City of Milpitas	Each December or January	N/A
			(MH OP #08) Sends a citywide “Flood Report” brochure (Topics 1-9)	City of Morgan Hill	Annually, close to or during the start of the rainy season	N/A
			(MV OP #09) Sends “The View” citywide newsletter, Winter version, includes information on flood risk, flood safety, and the importance of buying flood insurance (Topics 1-9)	City of Mountain View	Fall newsletter edition	N/A
			(MV OP #10) Mails a utility bill insert to all resident and businesses that contains information on flood risk, flood safety, and the importance of buying flood insurance (Topics 9)	City of Mountain View	Between July - September	N/A
			(PA OP #11) Sends the “Are You Ready for Winter Storms?’ flyer (aka utilities insert) to all residents and businesses in the City, along with their utility bills (Topics 1-9)	City of Palo Alto	Each Fall	N/A
			(PA OP #12) Sends out utility announcement, “Anytime it can rain, it can flood. Don’t get caught off-guard” (Topics 1, 2,3, 4, 5, 6, 7, & 9 – <i>will pursue adding other topic</i>)	City of Palo Alto	Each March/April	N/A
			(PA OP #13) The city distributes various flood preparedness and safety documents, including FEMA NFIP materials for public/policyholders	City of Palo Alto	Year Round	N/A
			(SC OP #14) Mails out a citywide newsletter for residents and businesses called “Inside Santa Clara” (Topics 1-9)	City of Santa Clara	Each fall	N/A
		Educate our community on flood protection and preparedness measures	(VW OP #15) Flood Ready webpage: Flood & Safety, Flood Protection Resources, includes floodplain and countywide mailers https://www.valleywater.org/floodready	Valley Water	Year Round	All Santa Clara County CRS Communities

¹ **Message Topics:** **Outreach Projects (OP):** Topic 1 – Know your flood hazard; Topic 2 – Insure your property for your flood hazard; Topic 3 – Protect people from the flood hazard; Topic 4 – Protect your property from the hazard; Topic 5 – Build responsibly; Topic 6 – Protect natural floodplain functions; Topic 7 – Develop a Family Emergency Plan; Topic 8 – Download disaster Apps; Topic 9 – Understand shallow flooding risks – “Don’t drive through standing water.”
Flood Response Preparations (FRP): What to Do Before, During and After a Flood/Storm

² Each September, all deliverables need to be reported to Valley Water for tracking purposes.

³ A **stakeholder** can be any agency, organization, or person (other than the community itself) that supports the message. Stakeholders can be: an insurance company that publishes a brochures on flood insurance, even if it is set out at City Hall; a local newspaper that publishes a flood or hurricane season supplement each year; FEMA, if, for example, a FEMA brochure is used as an informational material; schools that implement outreach activities; a local newspaper; a neighborhood or civic association that sponsors and hosts a presentation by a community employee; a utility company that includes pertinent articles in its monthly bills; or presentations made by state or FEMA staff at a Risk Map meeting.

Appendix A CRS Creditable Outreach and Flood Response Projects by CRS Community Santa Clara County Multi-Jurisdictional PPI 2021						
Audience	¹ Message	Outcome	Project(s) Proposed to Support the Messages (XX denotes Community acronym, and Outreach Project #)	Assignment	² Schedule	³ Stakeholder
		Increase in ‘hits’ on Valley Water and communities Flood Protection Resources webpage	(ALL OP #16) All communities’ website flood protection resources webpage includes language that contains the three additional PPI priority messages noted below: 7. Develop an emergency plan 8. Download disaster apps 9. Understand shallow flooding risks—don’t drive through standing water	All Santa Clara County Communities	Year Round	N/A
		<i>These website projects are credited under Activity 350 – Flood Protection Information, element c). Flood protection website (WEB), not credited under Activity 330</i>	(SCC OP #17) Hosts a “Storm and Flood Information and Resources” webpage available for all residents in the county, includes re-directing to www.floodsmart.gov https://www.sccgov.org/sites/opa/Pages/storm.aspx	Santa Clara County Office of Public Affairs	Year Round	N/A
		<i>Note: To receive any WEB credit, the community’s website must meet the following criteria:</i>	(SCC OP #18) Hosts a “Flood Safety Information” webpage, includes re-directing to www.valleywater.org/floodready https://cpd.sccgov.org/flood-safety-information	Santa Clara County Consumer Protection Division	Year Round	N/A
		<i>The community must check the website’s links at least monthly, and fix those that are no longer accurate. At least annually, the community must review the content to ensure that it is still current and pertinent</i>	(SCC OP #19) Hosts a “Be a Prepared Community Member” webpage that includes emergency preparedness information https://emergencymanagement.sccgov.org/be-prepared-community-member	Santa Clara County Office of Emergency Management	Year Round	N/A
			(SCC OP #20) Hosts a “People with Access and Functional Needs (AFN)” webpage https://emergencymanagement.sccgov.org/people-access-and-functional-needs-afn	Santa Clara County Office of Emergency Management	Year Round	N/A
			(CUP OP#21) Hosts a “Citizen Preparedness” webpage that includes emergency preparedness information, includes re-directing to Valley Water’s www.valleywater.org/floodready webpage https://www.cupertino.org/residents/community-services-programs/emergency-services/citizen-preparedness	City of Cupertino Office of Emergency Services	Year Round	N/A
			(GIL OP #22) The city hosts an “Emergency Preparedness” webpage Emergency Preparedness Gilroy, CA - Official Website (cityofgilroy.org) (listed in Appendix B)	City o Gilroy Fire Department	Year Round	N/A
			(LA OP #23) The city’s Public Works Department hosts a ‘Flood Zone Information’ webpage on its website (listed in Appendix B) https://www.losaltosca.gov/publicworks/page/flood-zone-information	City of Los Altos Public Works Department	Year Round	N/A
			(LAH OP #24) The town hosts a “Flood Information” webpage on the town’s website. This webpage includes information on the PPI nine topics, including a supporting message. The webpage redirects to the following key resource websites: www.valleywater.org/floodready , www.floodsmart.org , www.ready.gov , and www.weather.gov	Town of Los Altos Hills	Year Round	N/A
			(LG OP #25) The town’s website encourages residents and businesses to purchase flood insurance and redirects visitors to www.floodsmart.gov	Town of Los Gatos	Year Round	N/A
	(MIL OP #26) The city’s’ website has a “Flood Information” webpage that contains information on several of the PPI message topics; the webpage also redirects to Valley Water, FEMA, NOAA, www.floodsmart.gov , www.Ready.gov , and USGS webpages The city’s website also has a “Important Flood Hazard Information” webpage that contains information on several of the PPI message topics; the webpage also redirects to Valley Water, FEMA, NOAA, www.floodsmart.gov (listed in Appendix B) https://www.ci.milpitas.ca.gov/milpitas/departments/engineering/flood-information/	City of Milpitas Engineering Department	Year Round	N/A		

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Audience	¹ Message	Outcome	Project(s) Proposed to Support the Messages (XX denotes Community acronym, and Outreach Project #)	Assignment	² Schedule	³ Stakeholder
			(MH OP #27) The city’s website has a “Flood Information, Floodplain Management” webpage that contains city’s flooding information which redirects to their Floodplain Management page and includes a link to the city’s annual “Flood Report.” The webpage redirects Valley Water’s flood ready webpage and also contains FEMA flood information http://www.morgan-hill.ca.gov/747/Flood-Information Floodplain Management City of Morgan Hill, CA - Official Website	City of Morgan Hill Engineering Land Development	Year Round	N/A
			(MH OP #28) The city’s website has a “Emergency Preparedness’ webpage <i>(listed in Appendix B)</i> http://www.morgan-hill.ca.gov/133/Emergency-Preparedness	City of Morgan Hill Police Department	Year Round	N/A
			(MV OP #29) Hosts a “Flood Protection and Insurance Information” webpage on its website <i>(listed in Appendix B)</i> www.mountainview.gov/depts/pw/flood_protection.asp	City of Mountain View Public Works Department	Year Round	N/A
			(PA OP #30) Hosts a “Floodplain Management” webpage <i>(listed in Appendix B)</i> https://www.cityofpaloalto.org/gov/depts/pwd/stormwater/floodzones.asp	City of Palo Alto Public Works Department	Year Round	N/A
			(PA OP #31) Hosts a “Flood Safety Tips” webpage www.cityofpaloalto.org/storms;flood_safe_11-16.cdr <i>(cityofpaloalto.org)</i>	City of Palo Alto Public Works Department	Year Round	N/A
			(PA OP #32) Hosts a ‘Creek Monitor’ webpage <i>(listed in Appendix B)</i> https://www.cityofpaloalto.org/gov/depts/pwd/creek_monitor/default.asp	City of Palo Alto Public Works Department	Year Round	N/A
			(PA OP #33) Hosts a “Flood Information and Winter Storm Preparedness” webpage which contains useful information for flood readiness <i>(listed in Appendix B)</i> https://www.cityofpaloalto.org/services/public_safety/flood_information_winter_storms/default.asp	City of Palo Alto Office of Emergency Services	Year Round	N/A
			(SJ OP #34) The city’s webpages includes a “Flood Hazard Zones” webpage which includes information of flood preparedness https://www.sanjoseca.gov/your-government/departments/public-works/development-services/floodplain-management	City of San Jose Public Works, Development Services	Year Round	N/A
			(SC OP #35) The city’s “Flood Protection Information” webpage contains valuable information on flood related topics https://www.santaclaraca.gov/our-city/departments-g-z/public-works/engineering/flood-protection <i>(also listed in Appendix B)</i>	City of Santa Clara	Year Round	N/A
			(SAR OP #36) The city’s website encourages residents/businesses to purchase flood insurance and redirects visitors to www.floodsmart.gov	City of Saratoga	Year Round	N/A
			(SAR OP #37) The city has a “Staying Safe, Winter Storms” webpage. They have also linked the city’s Winter Storms webpage to Valley Water’s Flood Ready webpage https://www.saratoga.ca.us/218/Winter-Storms	City of Saratoga	Year Round	N/A
			(SUN OP #38) The city has a “Flood Protection” webpage Sunnyvale, CA - Flood Protection <i>(listed in Appendix B)</i>	City of Sunnyvale	Year Round	N/A
	Topics 1-9 and supporting messages Flood Awareness Media Campaign, including social media	Educate our community on flood protection and preparedness measures	(VW OP #39) Conducts a flood awareness media campaign, reaching the community at large, including our multi-lingual community. Many of the Santa Clara County CRS Communities recognize Valley Water’s Flood Awareness Campaign and link it on their community’s flood information webpage and re-direct to Valley Water’s Flood Ready webpage (Topics 1-9) <i>Campaign features social media videos and postings on various platforms (i.e. Facebook, Twitter, Instagram, Nextdoor, etc.), digital banners, newspaper advertorials, radio ads, billboards, utility bill inserts for communities to use, communities re-direct to ValleyWater.org/FloodReady and television/mobile ads targeting residents who live in flood-prone areas and multilingual ethnic communities</i>	Valley Water Communications	Annually, for the duration of the rainy season, typically from November to April	All Santa Clara County CRS Communities
			(VW OP #40) As part of the flood awareness campaign, a ‘Get Flood Ready, Social Media and Web Resources Guide’ is provided to all cities/county in Santa Clara County for their use as part of their outreach efforts	Valley Water	Upon the completion of the annual FPM	All Santa Clara County CRS Communities

Appendix A CRS Creditable Outreach and Flood Response Projects by CRS Community Santa Clara County Multi-Jurisdictional PPI 2021						
Audience	¹ Message	Outcome	Project(s) Proposed to Support the Messages (XX denotes Community acronym, and Outreach Project #)	Assignment	² Schedule	³ Stakeholder
			(SCC OP #41) Shares Valley Water’s digital social media resource links during the flood season. The “Floods Follow Fires. Are you Ready?” and “Got Sandbags” messages redirect to Valley Water’s website. Messages are used on social media, short form newsletter, short form email, web, and Nextdoor	Santa Clara County Office of Emergency Management	Year Round	N/A
			(CUP OP #42) Recognizes the robust social media campaign led by Valley Water and has linked the city’s main flood preparation webpage to Valley Water’s Flood Ready webpage	City of Cupertino	Year Round	N/A
			(GIL OP #43) The city recognizes Valley Water’s Flood Awareness Campaign and has linked the city’s main flood webpage to Valley Water’s Flood Ready webpage	City of Gilroy	Year Round	N/A
			(LAH OP #44) The town recognizes Valley Water’s Flood Awareness Campaign and has linked the town’s main flood webpage to Valley Water’s Flood Ready webpage	Town of Los Altos Hills	Year Round	N/A
			(LG OP #45) Recognizes Valley Water’s Flood Awareness Campaign and has linked the Town’s main flood webpage to Valley Water’s Flood Ready webpage	Town of Los Gatos	Year Round	N/A
			(MV OP #46) The city does a social media notification about storm preparation for winter storms ahead of time. The notification directs residents to their “Flood Protection and Insurance Information” webpage. The city has also linked the city’s webpage to Valley Water’s Flood Ready webpage	City of Mountain View	Year Round	N/A
			(SC FRP #47) City publishes social media posts, on Facebook, Twitter, and other platforms, focused on safety The city has prepared a pre-flood plan (FRP) for public information projects that will be implemented before, during, and after a storm/flood, as well as identifying who is responsible for posting these messages, what type of events they apply to, what social media platforms to post to and how often	City of Santa Clara Office of Emergency Services	During the storm season	N/A
			(SJ OP #48) Recognizes Valley Water’s Flood Awareness Campaign and has linked the city’s main flood webpage to Valley Water’s Flood Ready webpage. Keeps Valley Water’s floodplain mailer static location at City Hall for residents to pick-up and is also distributed at various events throughout the year	City of San Jose	Year Round	N/A
			(SAR OP #49) Recognizes Valley Water’s Flood Awareness Campaign and has linked the city’s main flood webpage to Valley Water’s Flood Ready webpage	City of Saratoga	Year Round	N/A
			(SAR OP #50) The city does a social media notification about storm preparation for winter storms ahead of time	City of Saratoga	Year Round	N/A
			(SUN OP #51) The city actively posts flood safety and preparedness messaging through social media platforms (i.e. Facebook and Twitter)	City of Sunnyvale Environmental Services	During the rainy season (October – March)	N/A
	Topics 1-9 and supporting messages	Educate our community on flood protection and preparedness measures Increase in ‘hits’ on Valley Water and cities Flood Protection Resources pages and improve Valley Water’s Flood Campaign results Residents less stress during emergencies and better prepared before a flood event	(VW OP #52) Copies of Valley Water’s multi-language floodplain mailer are made available to all Santa Clara County CRS Communities to disseminate at various events, including keeping the mailer static in lobby areas for visitors to pick-up. Valley Water attends various communities’ events/fairs throughout the county and disseminates flood readiness materials, including various FEMA flood-related publications and Valley Water flood ready materials (Topics 1– 9)	Valley Water	Annually, September - May	All Santa Clara County CRS Communities
	Community Events – Distribute flood preparedness materials to the community		(CUP OP #53) Distributes flood readiness outreach materials at various events/ facilities	City of Cupertino	Year Round, as needed	N/A
			(GIL OP #54) Participates in two fair/events: Gilroy Garlic Festival (GF) and city’s Public Works Week Community Open House (PWWCOH)	City of Gilroy	End of July (GF) Typically, in May (PWWCOH)	N/A

Appendix A CRS Creditable Outreach and Flood Response Projects by CRS Community Santa Clara County Multi-Jurisdictional PPI 2021						
Audience	¹ Message	Outcome	Project(s) Proposed to Support the Messages (XX denotes Community acronym, and Outreach Project #)	Assignment	² Schedule	³ Stakeholder
			(LAH OP #55) Hosts two events - Earth Day (ED) and the Town Picnic (TP)	Town of Los Altos Hills	Annually, Spring (ED) and late Summer (TP)	N/A
			(MIL OP #56) Distributes FEMA flood-related publications at various events	City of Milpitas	Year Round	N/A
			(MV OP #57) The city participates Mountain View Art & Wine Festival (MVA&WF) and Thursday Night Live (TNL) and distributes flood preparedness information	City of Mountain View	Each September (MVA&WF) Months of June/July (TNL)	Valley Water
			(PA OP #58) Staff hosts a flood readiness table at city’s annual Earth Day (ED) event and at the city Municipal Corporation Open House (MCOH). Upon request, the city also participates in other fairs and promotes flood readiness, including Creekwise mailer/brochure	City of Palo Alto	Each April (ED) and July (MCOH)	Can vary depending on requests made to City to support fairs
			(SJ OP #59) Staff hosts and participates in the ‘Building Permits and Home Safety Open House.’ The city’s also hosts ‘Pumpkins in the Park’ event which Valley Water staff participates in and promotes flood preparedness	City of San Jose	Each May and October	Valley Water
			(SC OP #60) City hosts a flood readiness table at the Art & Wine Festival. Valley Water also sponsors a table at the festival promoting flood preparedness and distributes various flood readiness materials to the community	City of Santa Clara	Each September	N/A
	<u>Topic 3:</u> Protect people from the flood hazard Message 3A - Put your 3-day emergency kit together Message 3B - Follow evacuation orders Message 3C – Learn the best route to high ground <u>Topic 9:</u> Understand shallow flooding risks – don’t drive through standing water Message 9A - Understand shallow flooding risks - don’t drive through standing water FEMA’s message: “Turn Around Don’t Drown®.”	Less damage due to the floods; improve sandbag distribution Fewer accidents and rescues	(SUN OP #61) City has permanent “Road May Flood” street signs in areas of the City prone to flooding and promotes the “Flood Zone Look Up” featured on the city’s website	City of Sunnyvale	Year Round	N/A
	<u>Topic 4:</u> Protect your property from the flood hazard Message 4A - Protect your property from the flood hazard Message 4B - Prepare your home Message 4C - Sandbags can offer protection against a foot or less of floodwater Message 4E - Get sandbags before a flood <u>Topic 5:</u> Build responsibility Message 5A - Build responsibly in floodplains Message 5B - Comply with development requirements Message 5C - Check with your local floodplain manager before you build	Increase in inquires on retrofitting measures. Decrease the number of repairs and elevations without permits. Increase number of repairs with permits Ensure people who are interested in protecting their property from flooding are getting the help they need Keep families safe	(CUP OP #62) The city offers Flood Protection Assistance, Property Protection Advice. Staff provides in-person flood risk consultation at the front counter and/or site visits when requested (MIL OP # 63) The city offers Flood Protection Assistance, Property Protection Advice and provides in-person flood risk consultation at the front counter (SC OP #64) The city offers Flood Protection Assistance, Property Protection Advice	City of Cupertino City of Milpitas City of Santa Clara	Year Round Year Round Year Round	N/A N/A N/A
	<u>Topic 6:</u> Protect natural floodplain functions Message 6A - Keep creeks clean and flowing Message 6B - Keep debris and trash out of our streams Message 6C - Don’t pollute, dump, or drain anything in creeks	Cleaner streams and fewer dumping violations Fewer debris blockages during high-flow events Drainage inspectors report fewer calls and a decrease in the amount of trash removed	(VW OP #65) “Do Not Dump”/illegal dumping message is sent each year to all Santa Clara County residents in Valley Water’s CWM and FPM (VW OP #66) “Do Not Dump” signs placed by waterways/channels (VW OP #67) Lists Pollution Hotline number in all Project Notices	Valley Water Communications Valley Water O&M Valley Water Communications	Each late October or November (CWM) Each November/December (FPM) Year Round Year Round	All Santa Clara County CRS Communities N/A N/A

Appendix A CRS Creditable Outreach and Flood Response Projects by CRS Community Santa Clara County Multi-Jurisdictional PPI 2021						
Audience	¹ Message	Outcome	Project(s) Proposed to Support the Messages (XX denotes Community acronym, and Outreach Project #)	Assignment	² Schedule	³ Stakeholder
			(SCC OP #68) Storm Drain Stenciling/Medallion Program	Santa Clara County	Year Round	All Santa Clara County CRS Communities
			(SUN OP #69) The city’s “Horizon” newsletter, includes Do Not Dump messaging	City of Sunnyvale	Annually, fall	N/A
			(ALL OP #70) Developments that are modifying or constructing new catch basins/storm drains/inlets are required, per the below-noted permits, to stencil the “No Dumping! Flows to Bay.” In addition, some of these cities, require all bid documents for capital projects which are modifying or constructing new catch basins, require the contractors to install the same stencil. The program is also highlighted on cities’ websites. ▪ <i>South County municipalities are subject to the statewide “Phase II” NPDES Permit</i> ▪ <i>North County municipalities are subject to the SF Bay Municipal Regional Stormwater NPDES Permit</i>	All	Year Round	N/A
			(CUP OP #71) The city’s annual flood notice in the local newsletter, ‘The Cupertino Scene,’ contains dumping is illegal messaging and how to report	City of Cupertino	Annually, October - November	N/A
			(CUP OP #72) Participates in clean-up events: the annual National River Clean-up Day (NRCD) and Coastal Clean-Up Day (CCD). They coordinate with Valley Water on both these clean-up efforts. The city also participates in Valley Water’s Adopt-a-Creek Program	City of Cupertino	Each May (NRCD) and September (CCD)	Volunteers Valley Water Stream Stewardship
			(LAH OP #73) The town participates in annual clean-up events: National River Clean-up Day (each May) and Coastal Clean-up Day (each September) and coordinates volunteers. They coordinate with Valley Water on both these clean-up efforts. The town also participates in Valley Water’s Adopt-a-Creek Program	Town of Los Altos Hills	Each May (NRCD) and September (CCD)	Volunteers Valley Water Stream Stewardship
			(MIL OP #74) “Flood Public Advisory” brochure contains dumping is illegal messaging and how to report	City of Milpitas	Each December or January	N/A
			(MIL OP #75) Participates in annual clean-up events: National River Clean-up Day (NRCD) and Coastal Clean-Up Day (CCD). They coordinate with Valley Water on both these clean-up efforts. The city also participates in Valley Water’s Adopt-a-Creek Program	City of Milpitas	Each May (NRCD) and September (CCD)	Volunteers Valley Water Stream Stewardship
			(MH OP #76) “Flood Report” contains message on keeping debris and trash out of streams – Do Not Dump messaging	City of Morgan Hill	Annually, close to or during the start of the rainy season	N/A
			(PA OP #77) “Are You Ready for Winter Storms?” utilities insert contains the Do Not Dump and report illegal dumping messages	City of Palo Alto	Each fall	N/A
			(PA OP #78) Utility bill insert includes a ‘Utility Announcement on Flood Safety Tips,’ including Protect natural floodplains - keep rain gutters and drainage channels free of debris	City of Palo Alto	Annually, March- April	N/A
			(PA OP #79) Participates in annual clean-up events: National River Clean-up Day (NRCD) and Coastal Clean-Up Day (CCD). They coordinate with Valley Water on both these clean-up efforts. Additionally, the city participates in Valley Water’s Adopt-a-Creek Program	City of Palo Alto	Each May (NRCD) and September (CCD)	Volunteers Valley Water Stream Stewardship
			(PA OP #80) Clean-ups of trash booms located in Matadero Creek and Adobe Creek are done annually on an as-needed basis. The city also assesses its hot spots and cleans up the local drainage system on an ongoing basis and part of its operations and maintenance	City of Pal Alto	Annually, as- needed	N/A
			(SUN OP #81) “Horizon” newsletter includes a “Know How to Be Flood Safe” article that promotes the Do Not Dump message	City of Sunnyvale	Each October, Fall Edition	N/A

Appendix A CRS Creditable Outreach and Flood Response Projects by CRS Community Santa Clara County Multi-Jurisdictional PPI 2021						
Audience	¹ Message	Outcome	Project(s) Proposed to Support the Messages (XX denotes Community acronym, and Outreach Project #)	Assignment	² Schedule	³ Stakeholder
Residents and Businesses in the Special Flood Hazard Area (SFHA) – <i>Low Lying Areas, Along Rivers and Creeks</i> – <i>Coastal Communities at Risk for Sea Level Rise/Tsunamis</i> – <i>Repetitive Loss (RL) Areas</i>	<u>Topic 1:</u> Know your flood hazard Message 1A - Know your flood risk Message 1B - Contact your floodplain manager to find out if your property is in a floodplain Message 1C - Check if your home or business is in a Special Flood Hazard Area	Residents/businesses in the SFHA are aware they’re in the SFHA and prepare before floods Increase in number of flood insurance policies in the SFHAs and RLAs in the county in general	(VW OP #82) Multi-language floodplain mailer (FPM) to all residents and businesses within the SFHA in Santa Clara County (Topics 1– 9)	Valley Water	Each November/ December	All
			(CUP OP #83) Flood notice in the local newsletter, The Cupertino Scene, which reaches residents and businesses in the SFHA (Topics 1-9)	City of Cupertino	Each October or November issue	N/A
	<u>Topic 2:</u> Insure your property for your flood hazard Message 2A - Get flood insurance ahead of time Message 2B – Insure your property Message 2C – There is a 30-day waiting period for the policy to take place	Prospective buyers understand flood risks Increase number of elevation certificates on file, and structures repaired with permits; decrease the number of repetitive loss increase homes	(LA OP #84) Letter, along with a “Are You Prepared for a Flood in Your Neighborhood?” brochure to property owners in the SFHA (Topics 1-8)	City of Los Altos	Annually, each fall	N/A
	<u>Topic 3:</u> Protect people from the flood hazard Message 3A - Put your 3-day emergency kit together Message 3B - Follow evacuation orders Message 3C – Learn the best route to high ground		(LAH OP #85) The town’s “Our Town” quarterly newsletter includes information on flood preparedness. The newsletter is mailed out town-wide and is also available online on the town’s website (<i>Topics TBD during cycle visit</i>)	Town of Los Altos Hills	Each fall	N/A
	<u>Topic 4:</u> Protect your property from the flood hazard Message 4A - Protect your property from the flood hazard Message 4B - Prepare your home Message 4C - Sandbags can offer protection against a foot or less of floodwater Message 4E - Get sandbags before a flood	Increase in the number of flood insurance policies with contents coverage	(MIL OP #86) “Flood Public Advisory” brochure to residents and businesses within SFHA (Topics 1-6)	City of Milpitas	Each December or January	N/A
	<u>Topic 5:</u> Build responsibility Message 5A - Build responsibly in floodplains Message 5B - Comply with development requirements Message 5C - Check with your local floodplain manager before you build		(MH OP #87) Sends a citywide “Flood Report” brochure, including to those in the SHFA (Topics 1-9)	City of Morgan Hill	Annually, close to or during the start of the rainy season	N/A
	<u>Topic 6:</u> Protect natural floodplain functions Message 6A -Keep creeks clean and flowing Message 6B - Keep debris and trash out of our streams Message 6C - Don’t pollute, dump, or drain anything in creeks		(MV OP #88) Sends “The View” citywide newsletter, Winter version, includes information on flood risk, flood safety, and the importance of buying flood insurance (Topics 1-9)	City of Mountain View	Fall newsletter edition	N/A
	<u>Topic 7:</u> Develop a Family Emergency Plan Message 7A: Develop an emergency plan		(MV OP #89) Mails a utility bill insert to all resident and businesses that contains information on flood risk, flood safety, and the importance of buying flood insurance (Topics 9)	City of Mountain View	Between July - September	N/A
	<u>Topic 8:</u> Download disaster Apps Message 8A - Download disaster emergency apps		(PA OP #90) Sends the “Are You Ready for Winter Storms?’ flyer (<i>aka utilities mailer</i>) to all residents and businesses in the city, including to those in the SFHA, along with their utility bills (Topics 1-9)	City of Palo Alto	Each fall	N/A
	<u>Topic 9:</u> Understand shallow flooding risks – don’t drive through standing water Message 9A - Understand shallow flooding risks - don’t drive through standing water FEMA’s message: “Turn Around Don't Drown®.”		(PA OP #91) Sends out utility announcement, “Anytime it can rain, it can flood. Don’t get caught off-guard” (Topics 1, 2,3, 4, 5, 6, 7, & 9 – <i>will pursue adding other topic</i>)	City of Palo Alto	Each March/April	N/A
			(SC OP #92) Mails out a citywide, including all addresses in the SFHA, newsletter for residents and businesses called “Inside Santa Clara” (Topics 1-9)	City of Santa Clara	Each fall	N/A
			(SUN OP #93) Sends two (2) mailers and one (1) “Horizon” newsletter article “Know How to Be Flood Safe” that promotes flood safety and flood preparedness messaging targeted to all residents and businesses within the SFHA (Topics 2 and 4)	City of Sunnyvale	Each fall around October	N/A
			(SUN OP #94) Sends mailer to all those in the SFHA (Topics 1-4, and 7)	City of Sunnyvale	Each October	N/A
	<u>Topic 2:</u> Insure your property for your flood hazard Message 2A - Get flood insurance ahead of time Message 2B – Insure your property Message 2C – There is a 30-day waiting period for the policy to take place	Increase in number of flood insurance policies in the SFHAs, RLAs, and in the county in general Prospective buyers understand flood risks Increase in the number of flood insurance policies with contents coverage	(SCC OP #95) Sends letters to the properties in the unincorporated section in the areas of the county’s mapped repetitive loss areas	Santa Clara County	Annually, each fall	N/A
			(CUP OP #96) Continues to send a letter to former repetitive loss properties	City of Cupertino	Annually, mid-year	N/A
			(MH OP #97) Sends a notice to repetitive loss (RL) areas as required by FEMA	City of Morgan Hill	Annually, each summer	N/A
			(PA OP #98) Sends letters to the properties in the city’s mapped repetitive loss areas, highlighting flood safety tips	City of Palo Alto	Annually, typically August - September	N/A

Appendix A CRS Creditable Outreach and Flood Response Projects by CRS Community Santa Clara County Multi-Jurisdictional PPI 2021						
Audience	¹ Message	Outcome	Project(s) Proposed to Support the Messages (XX denotes Community acronym, and Outreach Project #)	Assignment	² Schedule	³ Stakeholder
Messengers to Other Target Audiences (Organizations & Businesses Serving the Community)			(SJ OP #99) Sends letters to the properties in the city’s mapped repetitive loss areas	City of San Jose	Annually, each typically between September - December	N/A
	<u>Topic 1:</u> Know your flood hazard Message 1A - Know your flood risk Message 1B - Contact your floodplain manager to find out if your property is in a floodplain Message 1C - Check if your home or business is in a Special Flood Hazard Area	Educate our community on flood protection and preparedness measures by working and coordinating with groups who serve as messengers, to people who are at risk of flooding, as they provide their respective business service	(VW OP #100) Administers a “Let’s Talk Water” Speakers Bureau Program that customizes presentations to update groups on specific issues provide updates on Valley Water projects, including flood protection projects and to educate residents on existing flood risks as well as provide resources and tips to be flood ready	Valley Water Communications Unit	On a project-specific basis or as requested	Could vary from year-to-year Kiwanis Rotary Clubs Homeowners and Neighborhood Associations Forum Groups Association of Realtors
	<u>Topic 2:</u> Insure your property for your flood hazard Message 2A - Get flood insurance ahead of time Message 2B – Insure your property Message 2C – There is a 30-day waiting period for the policy to take place					
	<u>Topic 3:</u> Protect people from the flood hazard Message 3A - Put your 3-day emergency kit together Message 3B - Follow evacuation orders Message 3C – Learn the best route to high ground		(VW OP #101) Participates in booth duty support at various events and fairs throughout the county, including Valley Water Capital project meetings or other events, as requested by various organizations	Valley Water Office of Government Relations	Annually. During the flood season (starting in September – May)	All Santa Clara County CRS Communities
	<u>Topic 4:</u> Protect your property from the flood hazard Message 4A - Protect your property from the flood hazard Message 4B - Prepare your home Message 4C - Sandbags can offer protection against a foot or less of floodwater Message 4E - Get sandbags before a flood		(VW OP #102) Partner with local Second Harvest Food Bank with distributing FEMA and Valley Water flood preparedness materials, including promotional item(s) as available	Valley Water CRS Program	In October (during CFPW)	Second Harvest Food Bank of Silicon Valley
	<u>Topic 5:</u> Build responsibility Message 5A - Build responsibly in floodplains Message 5B - Comply with development requirements Message 5C - Check with your local floodplain manager before you build		(ALL OP #103) Other New Initiatives (as noted in the PPI document)	All	TBD	TBD
	<u>Topic 6:</u> Protect natural floodplain functions Message 6A -Keep creeks clean and flowing Message 6B - Keep debris and trash out of our streams Message 6C - Don’t pollute, dump, or drain anything in creeks		1. Continue and expand the standardized flood message prepared for each community to include flood messages in utility bills each year, including PG&E. 2. Expand on partnerships with local chambers of commerce to disseminate and share flood preparedness information. 3. Expand on outreach to the Asian and Latino communities who live in flood prone areas. 4. Expand on outreach to “hot spot” flood prone areas by hosting on-site or virtual events. 5. Expand on reaching local homeowners associations (HOA)s and apartment associations (i.e. Executive Council of Homeowners [ECHO]) 6. Expand on reaching residents in marginal and low-income communities through partnering with organizations that reach these communities. (i.e. Second Harvest Food Bank and others)			
	<u>Topic 7:</u> Develop a Family Emergency Plan Message 7A: Develop an emergency plan		(CUP OP #104) The city provides a Winter Preparedness notification informing contractors that during the winter season, they need to winterize their project(s) site as certain soil disturbance activities are not allowed during the rainy season	City of Cupertino	On a project-specific basis	Various contractors
	<u>Topic 8:</u> Download disaster Apps Message 8A - Download disaster emergency apps		(MIL OP#105) On a project-specific basis, the city provides contractors a Winter Preparedness notification that informs them that during the winter season, they need to winterize their project(s) site. Certain soil disturbance activities are not allowed during the rainy season	City of Milpitas	On a project-specific basis	Various contractors
	<u>Topic 9:</u> Understand shallow flooding risks – don’t drive through standing water Message 9A - Understand shallow flooding risks - don’t drive through standing water FEMA’s message: “Turn Around Don’t Drown®.”					
	<u>Topic 2:</u> Insure your property for your flood hazard Message 2A - Get flood insurance ahead of time Message 2B – Insure your property Message 2C – There is a 30-day waiting period for the policy to take place	Increase in number of flood insurance policies in the SFHAs and in the county in general Prospective buyers understand flood risks <i>These projects are credited under Activity 340 (DFH and REB) – Additional credit is provided if the PPI states that real estate agents should (or</i>	(MH OP #106) The city mails out a newsletter, “Ask Before You Buy: Know Your Flood Risk!” to local real estate agents which are provided to homebuyers to help determine the flood risk of the property being purchased (listed in Appendix B) (PA OP #107) Sends out letters to real estate agencies informing them of their responsibility to identify flood hazard areas and to take advantage of the Flood Zone Lookup on the city’s website	City of Morgan Hill City of Palo Alto	During the rainy season Annually, beginning of flood season (September/October)	Real Estate Agencies/Agent Real Estate Agencies/Agent

Appendix A CRS Creditable Outreach and Flood Response Projects by CRS Community Santa Clara County Multi-Jurisdictional PPI 2021						
Audience	¹ Message	Outcome	Project(s) Proposed to Support the Messages (XX denotes Community acronym, and Outreach Project #)	Assignment	² Schedule	³ Stakeholder
		<i>have agreed to) advise house hunters about the flood hazard and that real estate agents give house hunters a REB brochure</i>	(SJ OP #108) Sends out letters to real estate and insurance agencies and lenders, informing them of their responsibility to identify flood hazard areas and to take advantage of the Flood Zone Lookup on the city’s website on the “Flood Hazard Zones webpage and advises to contact the city for map reading services and elevation certificates on file	City of San Jose	At the beginning of the flood season (September – December)	Real Estate Agencies/Agent
			(SUN OP #109) Sends mailer/postcard targeted to real estate agents informing them of the client’s responsibility for identification and purchase of flood insurance and the availability of the automatic 15% discount	City of Sunnyvale	Each October	Real Estate Agencies/Agents

Appendix D: Definitions of FEMA Flood Zone Designations

Definitions of FEMA Flood Zone Designations

Flood zones are geographic areas that the FEMA has defined according to varying levels of flood risk. These zones are depicted on a community's Flood Insurance Rate Map (FIRM) or Flood Hazard Boundary Map. Each zone reflects the severity or type of flooding in the area.

Moderate to Low Risk Areas

In communities that participate in the NFIP, flood insurance is available to all property owners and renters in these zones:

ZONE	DESCRIPTION
B and X (shaded)	Area of moderate flood hazard, usually the area between the limits of the 100-year and 500-year floods. B Zones are also used to designate base floodplains of lesser hazards, such as areas protected by levees from 100-year flood, or shallow flooding areas with average depths of less than one foot or drainage areas less than 1 square mile.
C and X (unshaded)	Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level. Zone C may have ponding and local drainage problems that don't warrant a detailed study or designation as base floodplain. Zone X is the area determined to be outside the 500-year flood and protected by levee from 100-year flood.

High Risk Areas

In communities that participate in the NFIP, mandatory flood insurance purchase requirements apply to all of these zones:

ZONE	DESCRIPTION
A	Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Because detailed analyses are not performed for such areas; no depths or base flood elevations are shown within these zones.
AE	The base floodplain where base flood elevations are provided. AE Zones are now used on new format FIRMs instead of A1-A30 Zones.
A1-30	These are known as numbered A Zones (e.g., A7 or A14). This is the base floodplain where the FIRM shows a BFE (old format).
AH	Areas with a 1% annual chance of shallow flooding, usually in the form of a pond, with an average depth ranging from 1 to 3 feet. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Base flood elevations derived from detailed analyses are shown at selected intervals within these zones.
AO	River or stream flood hazard areas, and areas with a 1% or greater chance of shallow flooding each year, usually in the form of sheet flow, with an average depth ranging from 1 to 3 feet. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Average flood depths derived from detailed analyses are shown within these zones.
AR	Areas with a temporarily increased flood risk due to the building or restoration of a flood control system (such as a levee or a dam). Mandatory flood insurance purchase requirements will apply, but rates will not exceed the rates for unnumbered A zones if the structure is built or restored in compliance with Zone AR floodplain management regulations.
A99	Areas with a 1% annual chance of flooding that will be protected by a Federal flood control system where construction has reached specified legal requirements. No depths or base flood elevations are shown within these zones.

High Risk - Coastal Areas

In communities that participate in the NFIP, mandatory flood insurance purchase requirements apply to all of these zones.

ZONE	DESCRIPTION
V	Coastal areas with a 1% or greater chance of flooding and an additional hazard associated with storm waves. These areas have a 26% chance of flooding over the life of a 30-year mortgage. No base flood elevations are shown within these zones.
VE, V1 - 30	Coastal areas with a 1% or greater chance of flooding and an additional hazard associated with storm waves. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Base flood elevations derived from detailed analyses are shown at selected intervals within these zones.

Undetermined Risk Areas

ZONE	DESCRIPTION
D	Areas with possible but undetermined flood hazards. No flood hazard analysis has been conducted. Flood insurance rates are commensurate with the uncertainty of the flood risk.

From FEMA Map Service Center:

<http://msc.fema.gov/webapp/wcs/stores/servlet/info?storeId=10001&catalogId=10001&langId=-1&content=floodZones&title=FEMA%20Flood%20Zone%20Designations>



City of Sunnyvale

Agenda Item

21-0090

Agenda Date: 6/29/2021

REPORT TO COUNCIL

SUBJECT

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 California Environmental Quality Act (CEQA) Exemption Pursuant to Public Resource Code Section 21080(b) (8) and CEQA Guidelines Section 15273

REPORT IN BRIEF

As part of the yearly process of reviewing the financial condition of the utility enterprise funds, staff recommends that the City Council adopt changes in utility rates. This report presents an analysis of the current utility policy framework, revenues, expenditures, revenue requirements and utility rates for the City's water, wastewater, and solid waste utilities.

The recommended increases are 1.5% for water rates, 4% for wastewater rates, and 4% for solid waste and recycling rates. Individual utility costs will vary based on actual use or subscription level; however, a typical monthly single-family residential water, wastewater (sewer), and solid waste (garbage) utility bill will increase by 3%. The proposed monthly rate changes for FY 2021/22 are:

Water	\$0.96
Wastewater	\$2.14
<u>Solid Waste and Recycling</u>	<u>\$1.66</u>
Total	\$4.76

Detailed single-family rate comparisons are included as Attachment 1 and commercial rate comparisons are provided as Attachment 2. It is important to note that different cities fund different suites of services with their utility fees so care must be taken in comparing average rates.

The proposed rate changes are included in the FY 2021/22 Recommended Budget. Each year, staff provides Council with not only proposed rates, but also planned changes in rates over twenty years. The proposed increase in water rates is 2.5 percentage points lower than planned, wastewater is one percentage point higher than planned, and solid waste rates are three percentage points higher than planned.

The proposed increase in water rates is largely due to increases in the cost of purchased water, as well as needed infrastructure improvements. Wastewater rates are increasing due to funding the Sunnyvale Cleanwater Program, an \$850 million long term project to replace the City's aging Water Pollution Control Plant. Solid waste rates are increasing to meet increased state regulations that require additional service to increase organics recycling and reduce the amount of waste sent to landfills.

BACKGROUND

Sunnyvale utility rates are based entirely on the City's costs for operating and maintaining its water, wastewater, and solid waste facilities and services. Each of the utilities is operated as an independent enterprise and all expenses and revenues for each service are accounted for in separate funds. In fact, state law requires that all fees collected by each utility be used within that utility and are not allowed to be used for unrelated services.

Each year, as part of the budget process, staff analyzes the current condition of, and long-term outlook for, the City's utility funds. These analyses are reflected in the Long-Term Financial Plans for each fund. They include a review of available fund balances, state and federal environmental requirements, revenues, anticipated capital, infrastructure and operational requirements, and a detailed inspection of significant expenditure areas (e.g., the anticipated cost of purchased water, environmental regulations related to wastewater discharge, the cost of the City's solid waste collection contract with Bay Counties Waste Services, etc.). The results of these analyses lead to proposed adjustments to rates that will generate the revenues necessary to meet planned expenditures. It is important to note that the practice of long-term planning and the use of rate stabilization reserves enables the City to maintain utility rates at stable levels while providing high quality, reliable, and efficient services by spreading the effects of anticipated operational, capital, and infrastructure costs over multiple years.

Public Noticing Requirements

In accordance with Proposition 218, notices of proposed utility rates were mailed on May 14, 2021. Proposition 218 requires that should the Council receive written protests from a majority of customers, the proposed rates will not become effective and the current rates will remain in place.

Staff will tabulate protests received prior to the meeting, adding any valid written protests received at the meeting, and summarize the total number for Council. A majority of protests exists if approximately 15,000 valid written protests are received from the properties subject to the proposed fee. One vote will be counted for any property owner or utility customer who submits a protest prior to the end of the noticed public hearing (one protest per parcel). No protest received after that time, even if postmarked prior to that time, will be accepted. Each protest must be in writing and identify the affected property (by assessor's parcel number, street address or utility account number). Oral comments at the public hearing will not qualify as a formal protest unless accompanied by a written protest. Protests received from residents who are not either property owners or utility account holders will not be counted.

As of the preparation of this report, staff has received 49 protests. These fall into six categories. Staff has received 23 protests that simply protest the rate increases. Six protests were passed on their objection to rate increases on the protester's low or fixed income. Nine customers cited financial difficulty due to COVID-19 in their protest. Five said the rates are too high already and been increased too often. Two suggested that increased costs be paid with tax dollars or by reducing costs/services in other areas. One raised concerns about the water supply and rising Sunnyvale population and called for more planning controls.

EXISTING POLICY

Sunnyvale Municipal Code sections 12.16.020 (Wastewater), 12.24.010 (Water), and 8.16.100 (Solid Waste) authorize the City Council to establish by resolution fees and charges based on cost influencing factors.

Policy 7.11.1a.5 of the Council Policy Manual states “The user fees established for each utility will be reviewed annually and set at a level that will support the total costs of the utility, including direct and indirect costs and contributions to reserves set by Council policy.”

ENVIRONMENTAL REVIEW

Public Resource Code Section 21080(b)(8) of the California Environmental Quality Act (CEQA) and CEQA Guidelines Section 15273 provide that CEQA does not apply to the establishment, modification, structuring, or approval of rates, tolls, fares and other charges by public agencies which the public agency finds 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; and (4) obtaining funds for capital projects necessary to maintain current service levels.

DISCUSSION

Water Rates

Water rates pay for the safe and reliable delivery of water to the majority of Sunnyvale residents and businesses. The Water Supply and Distribution Fund (Attachment 3) accounts for all revenues and expenses related to the City-operated water utility. Expenses include costs for wholesale water, capital and infrastructure project-related costs, debt service, and operating costs. Revenues consist of service fees for water and recycled water, water-related public works and construction fees, and interest income. After expenditure levels are developed, water rates are set to collect enough revenue to maintain the fund in a long-term sustainable financial position.

The largest component of the Water Fund’s revenue requirement is the cost of purchasing water. The cost of purchased water accounts for approximately 61% of the total fund requirements for FY 2021/22. Sunnyvale currently receives water from four different sources. The majority of the City’s water supply is split between two suppliers, with approximately 50.5% of potable water deliveries projected to come from the Hetch-Hetchy system operated by the San Francisco Public Utilities Commission (SFPUC), and approximately 48% from the Santa Clara Valley Water District (Valley Water). The remaining 1.5% comes from well water. Well water is used minimally, primarily to circulate water through the system, keeping the wells fresh and operating. The City also produces recycled water at the City’s Water Pollution Control Plant (WPCP). The recycled water production system was recently renovated, enabling recycled water to provide a larger percentage of the City’s supply as well as provide water to other jurisdictions through a partnership with Valley Water. Staff strives to purchase water at the lowest possible cost. The City’s water system allows the movement of potable water from one area of the City to another. Staff monitors and adjusts purchases based on demand and the ability to utilize the most cost-effective source, balanced with our minimum contractual requirements for purchases. These minimum purchase requirements, also known as “take or pay” provisions, are in Sunnyvale’s agreements with both wholesalers. The City’s agreements with each wholesaler indicate a minimum quantity of water to be purchased each year, and if not met, Sunnyvale is liable for the difference up to the minimum quantity.

On June 9, 2021, Valley Water declared a water shortage emergency and urged Santa Clara County to proclaim a local emergency. Valley Water is calling for a 15% water use reduction compared to 2019 water use. SFPUC has indicated that they have adequate water supply to meet water demands; however, they are requesting 10% voluntary water use reduction in irrigation during the summer months (compared to 2020 water use) from their retail customers and similar approaches to control summer peak use from their wholesale customers like Sunnyvale. Staff will be bringing forward a resolution declaring a water shortage emergency with recommended water use restrictions for Council consideration in the near future. In the meantime, many of the water waste measures Valley Water is requesting cities implement are already included in Sunnyvale's Municipal Code.

Both the SFPUC and Valley Water provided wholesale rate projections. The projected increases do not reflect changes in the Bay Area Water Supply & Conservation Agency (BAWSCA) Surcharge, or any other costs related to purchasing water. These projections are in the base rate for the long-term rate projections in the twenty-year financial plan. The table below reflects the proposed projections for both agencies as well as a cumulative percentage increase using FY 2021/22 as the base year, reflecting that over the next ten years, the increase in the unit cost for wholesale water is projected to increase 90.8% from the current cost.

Projected Increases in Base Wholesale Rates			
Fiscal Year	SFPUC	Valley Water	Cumulative Impact¹
2020/21 (Actual)	0%	0%	
2021/22	0%	9.6%	4.2%
2022/23	2.2%	9.6%	13.5%
2023/24	16.2%	9.6%	24.4%
2024/25	3.3%	9.6%	32.9%
2025/26	8.3%	9.6%	43.9%
2026/27	0%	9.6%	53.1%
2027/28	7.0%	9.6%	63.0%
2028/29	1.2%	9.6%	71.9%
2029/30	0%	8.7%	79.7%
2030/31	3.1%	8.7%	90.8%

1. Column represents the cumulative increase in the total unit cost for water from both suppliers from FY 2020/21 as the base year.

Based on the rate increases listed above, the anticipated cost of SFPUC water for FY 2021/22 is unchanged at \$1,786 per acre foot, while Valley Water is expected to charge \$1,506 per acre foot, an increase of 9.6%. The City also incurs charges from Valley Water for pumping ground water from City wells. The unit cost for well water is also influenced by the power costs associated with running the pumps. The projected well water total unit cost (tax plus power) for FY 2021/22 is \$1,659 per acre foot, an increase of 9.4% over the current year unit cost of \$1,516.

Given the current drought concerns, there is a possibility that these projections could change significantly over the next few years if the drought continues. It is also important to note that, while not anticipated, it is possible that the wholesalers could adopt a mid-year rate increase. Should that occur, a provision was included in the City's required Proposition 218 noticing that would allow the City to pass those costs on to customers. This provision is a pass-through charge, which will pass the higher cost of the water procured for the remainder of the year to the City's water customers. The formula to be used to calculate the surcharge, if needed, is as follows: Total expected cost increase for wholesale water purchases through the fiscal year end divided by the total budgeted expenditures for the purchase of wholesale water for the remainder of the fiscal year. The percentage increase determined by this calculation will be applied to utility bills as a surcharge for each unit of water used for the balance of the fiscal year (ending June 30, 2022). If the wholesalers do not implement any rate increases mid-year, no surcharge will be necessary. If it is necessary for the City to implement the pass-through charge, the City will send notice to water customers at least 30 days prior to the implementation of the fee. While this surcharge provision will prevent any negative impact to the Water Fund from potential mid-year increases, it could result in higher than anticipated utility charges for the City's water customers.

The City's Water Pollution Control Plant (WPCP) provides recycled water, which is wastewater that has been treated to very high standards. Recycled water is currently sold at 90% of water rates to encourage its use.

Operations and Capital Expenses

The FY 2021/22 Budget for the Water Fund also includes approximately \$7.4 million for personnel and other costs related to operating and maintaining the water supply and distribution system. Additionally, the Water Fund contains annual debt service of approximately \$1.2 million in FY 2021/22, primarily for payment of the City's Water Revenue Refunding Bonds Series 2017.

Water infrastructure renovation is a major driver of water utility costs. The City has been addressing its aging water utility infrastructure for several years now. Like most municipalities in the state and the country, much of Sunnyvale's water storage and distribution system is over fifty years old and in need of significant rehabilitation. The highest priority has been placed on water pipe replacements. With approximately 350 miles of water lines, many in need of replacement, replacements have been emphasized, with approximately \$96 million in replacements planned over the next twenty years. These pipe replacements must be done to minimize water service interruptions due to potential failures of the aging infrastructure. Infrastructure funding for the refurbishment of water tanks across the City is also included over twenty years in the FY 2021/22 financial plan.

As required by City policy, the Water Supply and Distribution Fund maintains a Contingency Reserve of 25% of operations and a Rate Stabilization Reserve to normalize rates and provide for the effect of economic cycles. This Fund also contains reserves for revenue funded projects and debt funded projects to manage the flow of these funds against project expenditures that are uneven by nature.

Recommended FY 2021/22 Water Rate

The proposed Water Supply and Distribution Fund Long-Term Financial Plan (Attachment 3) reflects a 1.5% increase in the water rates for FY 2021/22. The projected rate increases anticipated over the remainder of the 20 years are shown at the bottom of the Water Supply and Distribution Fund Long Term Financial Plan. The rate notice sent to customers in accordance with Proposition 218 allows any unanticipated mid-year rate increases implemented by the wholesale water providers to be passed on to the City's water customers in addition to the recommended rate. Council may also elect to implement any rate lower than the staff recommendation. Any increase larger than the staff recommendation would be subject to additional Proposition 218 noticing.

Attachment 1 shows monthly residential utility bill comparisons. The detailed Water Rate Survey is presented as Attachment 4. The City's residential water rate remains competitive when compared with neighboring cities.

Wastewater Rates

The City owns and operates an extensive system for management of wastewater within City limits and in a small area in northern Cupertino and San Jose. Wastewater rates pay for the safe and reliable removal and treatment of wastewater from all residences and businesses in Sunnyvale and in the area serviced outside the City. Wastewater rates also pay for non-point source pollution prevention and other critical public services. The Wastewater Management Fund (Attachment 5) accounts for the revenues and expenses related to the City-operated wastewater collection and Water Pollution Control Plant services.

The system includes approximately 290 miles of sewer pipes, a storm drainage system, and a 29.5 million gallon per day (MGD design capacity) Grade V Water Pollution Control Plant (WPCP). Operations include the transport of sewage to the treatment plant, wastewater treatment, recycled water production, industrial discharge inspection and enforcement, and many other services related to wastewater. It is important to note that the Grade V classification of the City's WPCP is the highest grade, and that the discharge requirements for Sunnyvale are among the most stringent anywhere due to the ecological sensitivity of the South San Francisco Bay.

Operations and Project Expenses

The proposed FY 2021/22 operations expenses in the Wastewater Management Fund reflect personnel, chemicals, and other costs. Additionally, the wastewater utility is facing even larger infrastructure challenges than the water utility. The most significant is the renovation of the City's Water Pollution Control Plant (WPCP). The WPCP Master Plan, approved by Council in 2016, serves as a long-term guide for replacing the WPCP's facilities and operations. The projects described in the Master Plan are now being implemented as the Sunnyvale Cleanwater Program (SCWP). The recommended FY 2021/22 Budget includes planned infrastructure expenditures of approximately \$855 million over twenty years, with approximately \$756 million (or 88%) allocated to SCWP.

The first phase of the Master Plan is ongoing with site demolition and grading work completed and the construction of the Primary Treatment Facility underway. This includes a new headworks facility, which removes large debris from incoming sewage and pumps the sewage into new primary treatment tanks which, in turn, slow down the wastewater to settle out large solids. The existing primary treatment facilities are structurally deficient, deteriorated, and susceptible to significant failure during a seismic event. The current influent sewage pump station includes gas-powered engines that are under regulatory deadline for replacement. The new headworks and primary facilities will be

located at the previous biosolids drying operation site, adjacent to the current influent pump station. Currently, biosolids drying operations are being performed mechanically by a vendor contract until new biosolids facilities are constructed. Other Phase 1 projects include new parking on Caribbean Drive and Bay Trail access enhancements (completed in 2020) and rehabilitation of influent pipelines to the treatment facility, relining the pipeline connecting the treatment ponds to the main plant, and miscellaneous repairs to the secondary and tertiary facilities (currently under design). The largest of these projects, the Primary Treatment Facility, is expected to be completed in FY 2021/22.

The second phase of the Master Plan includes a new Cleanwater Center, new secondary treatment and thickening/dewatering facilities, improvements to the recycled water pump station, community improvements for improved site access and public education, and rehabilitating select components of existing support utilities. Design activities are underway on two of these projects now. In the FY 2021/22 budget, one of the largest components of this phase, the Cleanwater Center, is now unfunded, and the funds have been reprogrammed to other Cleanwater Program expenditures. If cost-saving efforts on the Cleanwater Program are successful, the savings can be recaptured to build the Cleanwater Center at a later date.

The third phase of the Master Plan includes a new filter control building, a fifth digester, a new food waste and fats/oils/grease treatment facility, condition assessment of existing facilities not inspected in Phase 1, and a replacement of the existing cogeneration facility. These activities will begin with an update to the Master Plan in FY 2024/25.

The Sunnyvale Cleanwater Program also includes \$50.7 million for Program Management Services and \$29.8 million for Construction Management. The Program Management Consultant (PMC) is responsible for quality assurance related to engineering and will assist the City in evaluating technical recommendations for equipment selection and design features. The PMC provides oversight and coordination for overall program implementation, including establishing, maintaining, and tracking project budgets and schedule. The construction management consultant (CMC) provides additional technical, engineering, and project support such as contractibility reviews, construction oversight, inspection services, quality assurance testing, construction schedule and budget management, construction coordination, meeting management and records management to deliver the projects in the program.

In addition to the work on the WPCP, a high priority has been placed on sewer infrastructure improvements. The City's wastewater collection system needs significant rehabilitation due to its age, and the FY 2021/22 Budget includes \$29.6 million to provide sanitary sewer pipe improvements.

The Wastewater Fund has an inter-fund loan advanced from the General Fund. The loan was to finance the remodel of the primary facilities of the WPCP, expanding the capacity from 22.5 million gallons per day to 29.5 million gallons per day. The loan was made by the General Fund in FY 1980/81 for a total of \$10.7 million. The original term was for 20 years; however, payments were periodically deferred or delayed helping balance cash needs in the Wastewater Fund. Regular payments have been made as scheduled since FY 2004/05. This loan was refinanced at a lower interest rate for FY 2017/18 with no changes to the pay-off scheduled for FY 2027/28.

In the first year of the financial plan, approximately \$2 million annual debt service payments are included for the 2017 Wastewater Revenue Refunding Bonds. In addition to the 2017 Bonds, there are three types of debt service tied to the Cleanwater Program. The first is repayment of the Clean Water State Revolving Fund Loan program for the Primary Treatment Facilities. This payment is approximately \$5.3 million annually for the duration of the financial plan. The second is the Water Infrastructure Finance and Innovation Act (WIFIA) loan repayment, which funds 49% of the second phase of the SCWP. These payments start in FY 2029/30 at approximately \$1.9 million and increases to \$3.8 million for the duration of the Plan. This loan was structured to back load the principal payments starting in FY 2054/55, allowing flexibility in the near term to finance the other portion of the project. The remaining Cleanwater Program debt service covers traditional revenue bonds that would fund the projects not funded through the other two loans, as well as the other 51% of the WIFIA funded projects. With \$650,000 in debt service scheduled for FY 2021/22 increasing to nearly \$18.4 million annually by FY 231/32.

The Wastewater Management Fund by policy maintains a Contingency Reserve of 25% of operations and a Rate Stabilization Reserve to normalize rates and provide for the effect of economic cycles. The Fund also contains a capital and infrastructure reserve set at a minimum of 10% of service fee revenue and a debt service reserve based upon bond covenants of issued or anticipated debt.

Wastewater Rates for Customers Outside the City

In addition to the City's wastewater customers within the city limits, there are 1,881 parcels located outside the city limits that are serviced by the City's wastewater collection and treatment system. In accordance with legal requirements for the collection of fees on the property tax roll, tonight's public hearing also includes the proposed charges for wastewater services provided by the City of Sunnyvale to properties located outside the City limits. Details of the charges for each property outside the City are included as Attachment 9. A map of the service area outside the City is provided as Attachment 10.

In the mid-1950s, an area known as Rancho Rinconada was being developed as a mostly single-family residential area. At the time, this area was in a pocket of the County that had no direct access to a sewer collection system. The City of Sunnyvale entered into a series of agreements with the developers that allowed the Rancho Rinconada sewer system to be tied into a 15-inch City sewer main that was extended 1.7 miles for that purpose. The agreements required developers to construct sewers that met the City's standards and allowed the City to collect fees from the homeowners and businesses to reimburse the City for the costs of providing on-going sewer service.

In January of this year, the City reached out to the City of San Jose to investigate a change that was made to the City of Sunnyvale's sanitary sewer main crossing at Bollinger Road west of Lawrence Expressway. The pipe segment in question carried sewage from Sunnyvale's main on Kimberly Street into the main on Newsom Avenue.

During routine flushing of Sunnyvale's system, the City's sewer crews discovered that a new manhole had been constructed downstream of the City's manhole on the east bound side of Bollinger Road in the area between the right vehicle lane and the bike lane. Sunnyvale's pipeline was plugged, and a new sewer pipe was constructed diverting the flow to the east into the CSJ sewer system.

This is an illegal connection and diversion of sanitary sewer flow from Sunnyvale's system to the City of San Jose's system that affects approximately 140 single family properties. To initiate the process for resolution, Sunnyvale filed a claim with the City of San Jose, who did not deny the claim within the 45-day window. The City is in discussions with the City of San Jose's claims investigator but has not come to resolution.

Under state law, the City cannot charge these properties for services that are not being provided. Staff reviewed the last wastewater cost of service rate study and has identified that the cost for treatment is approximately 27% of the total rate. The remainder of the rate covers fixed costs such as collection, maintenance of the collection system, the cost for debt and capital associated with the system, and the cost to maintain capacity to serve these customers after the City of San Jose corrects the issue. Therefore, staff is recommending that Council adopt the full rate for these properties as noticed and City staff will apply a credit to their assessment to reflect that the actual sanitary sewer is now flowing to the San Jose treatment plant and not the City of Sunnyvale treatment plant. Once the system is restored so that the City of Sunnyvale is providing treatment services, then City staff will no longer apply any credit to their assessment.

Proposed charges for all customers in the outside sewer area are equal to the City's proposed charges for customers inside City limits plus a 1% administrative fee charged by the County for processing.

Recommended FY 2021/22 Wastewater Rate Increase

The increase in revenue required for wastewater services for FY 2021/22 is 4%. Annual rate increases for the remainder of the planning period are shown at the bottom of the Wastewater Management Fund Long-Term Financial Plan (Attachment 5).

The City's detailed Wastewater Rate Survey is presented as Attachment 6.

Solid Waste Rates

The Solid Waste Management Fund (Solid Waste Fund) accounts for the revenues and expenses related to collection, recycling, and disposal of solid waste generated within the City of Sunnyvale. A private company, Bay Counties Waste Services, doing business in Sunnyvale as Specialty Solid Waste & Recycling (Specialty), has been issued an exclusive franchise for collection of solid waste and recyclable materials, which expires in 2021. On March 16, 2021, Council authorized a new franchise agreement with Bay Counties Waste Services awarding an exclusive franchise through 2036. Operations of the Sunnyvale Materials Recovery and Transfer Station (SMaRT Station®) and disposal of refuse at the Kirby Canyon Landfill are included in a separate fund, and the City's share of these expenses and revenues is reflected in the Solid Waste Management Fund.

The City's franchise with Specialty is the largest single expense within the Solid Waste Fund and makes up 32% of the total expenses in the FY 2021/22 Adopted Budget for the solid waste system. The City's payment for the following fiscal year is driven primarily by actual expenditures from the last full fiscal year, adjusted by various indexes as identified in the contract. With a new agreement in place starting in FY 2021/22, costs also include numerous new services, such as an expansion of yard waste and food scraps collection to additional customers. These service changes are necessary to meet diversion goals and maintain compliance with Senate Bill (SB) 1383. The additional services required by the State through SB 1383 will significantly increase contract costs starting in FY 2021/22. The projected FY 2021/22 contractor payment is \$25.3 million, which is over 10% higher

than the current FY 2020/21 contractor payment. This increase is largely due to the new services offered to meet State requirements, and larger than average increases will be seen annually in the short term as additional services are added.

The Fund also includes a project to implement the City's Zero Waste policy. The project includes \$6.2 million to fund outreach for practices aimed at meeting both existing organics and recycling regulations for the commercial and multi-family sector (AB 1826 and AB 341), new regulations requiring the collection of organics from all sectors (SB 1383) and the Zero Waste Strategic Plan goal of 90% diversion by 2030. All operating costs for these new services that have already started are now reflected in the operating budget for FY 2021/22. This project does not incorporate the costs necessary to reach the 90% diversion by 2030 due to uncertainty regarding legal and technical barriers to meeting the goal. Methods planned to increase the diversion rate include implementation of new SMaRT Station equipment, programs related to food scraps and commercial yard trimmings, and City-wide multi-family recycling. The current FoodCycle program, implemented in FY 2017/18 for single-family residential customers, will be expanded to commercial and multi-family customers over the next few years. Rates for the split carts are included in the proposed fee schedule for FY 2021/22, and it is anticipated that the services will begin as soon as 2022.

The Solid Waste Management Fund Long-Term Financial Plan (Attachment 7) reflects two inter-fund loans that were advanced from the General Fund between FY 1985/86 and 1998/99. The first loan provided a total of \$3.68 million for construction of a system to convert methane gas to a marketable form of energy. The second loan, for \$10.5 million, was to stabilize solid waste rates between FY 1994/95 and FY 1998/99. Both loans were refinanced in FY 2017/18, generating interest savings of over \$4.8 million, with no changes to the payoff schedule. This loan will be paid in full by FY 2023/24.

Additionally, to help bridge the gap of depressed cash flow from the recession to recovery, the Solid Waste Management Fund reflects a \$2 million loan from the Wastewater Management Fund. Payment was deferred to FY 2015/16 and then scheduled to be repaid over a six-year period ending in FY 2021/22. This helps the Solid Waste Fund with cash flow and then helps the Wastewater Management Fund in the future as its cash needs increase to fund the Sunnyvale Clean Water Program. This was also refinanced, reflecting interest savings of approximately \$161,000 over the repayment period.

Debt service expenditures reflect Sunnyvale's portion of the debt service for the original cost of the SMaRT Station facility and replacement equipment, as well as the estimated portion of debt which is anticipated to be issued in FY 2021/22 for a new materials recovery system.

By fiscal policy, the Solid Waste Fund maintains a Contingency Reserve of 10% of operations. This is less than the 25% required for the Water and Wastewater Funds to reflect the fact that this operation has less City-owned infrastructure at risk for damage or disaster. The Fund also maintains a Rate Stabilization Reserve similar to the Water and Wastewater utilities.

Sunnyvale Materials Recovery and Transfer (SMaRT) Station Fund

In 1992, the City of Sunnyvale entered into a Memorandum of Understanding (MOU) with the cities of Palo Alto and Mountain View for the operation of the SMaRT Station. The MOU is set to expire at the end of 2021 and the City is entering into a new MOU with Mountain View for an additional 15 years. Palo Alto will no longer be a partner post 2021. The three cities that currently participate in the SMaRT Station have individual agreements with Waste Management, Inc. for landfill disposal at the

Kirby Canyon Landfill in San Jose. Sunnyvale and Mountain View agreed to deliver all their garbage and residential recyclables, including yard trimmings, to SMaRT. In 1992, at the start of the MOU, Palo Alto operated its own landfill and facilities for yard trimmings, compost, and recycling. Palo Alto thus committed to deliver only specific amounts of garbage that vary from year to year. The SMaRT Station is operated by a private company under contract with the City. A new agreement for the operation of the SMaRT Station is in process and is expected to take effect on January 1, 2022. .

Sunnyvale's share of SMaRT Station costs is included in the Solid Waste Fund. At current garbage delivery rates, Sunnyvale is responsible for about half of the SMaRT Station operating expenditures and receives about half of the revenues earned by the cities from recyclables removed from the garbage. This share will increase January 1, 2022 to approximately 67% due to Palo Alto's departure from the partnership. The capital cost of the SMaRT Station was financed by the sale of revenue bonds by Sunnyvale. Those bonds were refinanced in FY 2014/15 to take advantage of the lower interest rates available, generating a savings to the City's debt service obligations of approximately \$956,000. The debt service on the bonds is shared among the cities as specified in the MOU.

The SMaRT Station Operations Fund was established to account for operations at the facility. It receives revenue from the charges to the cities of Sunnyvale (Solid Waste Fund), Mountain View, and Palo Alto, and from the sale of recyclables. Major operating cost components include the SMaRT Station operator contract and disposal fees and taxes collected by the Kirby Canyon Landfill. The fund is managed so that annual revenues and expenditures are in balance and that no fund balance, with the exception of a small debt service reserve, is carried forward to the next year.

The FY 2021/22 Budget includes \$30 million to fund replacement of the SMaRT Station. The SMaRT Station exists in a corrosive bay-side environment and staff anticipates that the metal building and much of the equipment it houses may be in need of replacement. The new facility will be designed to match the anticipated delivery quantities, the needs of the ongoing facility participants and SB 1383 requirements. This project will be funded by a bond issue, with annual debt service of \$2 million. The project is currently in the planning phase, with design and construction following in FY 2021/22 through FY 2023/24. The recommended budget is based on the initial construction cost of the SMaRT Station and is currently being refined during the planning phase of the project.

Recommended FY 2021/22 Solid Waste Rate Increase

The proposed Solid Waste Management Fund Long-Term Financial Plan (Attachment 7) includes a recommended 4% solid waste rate increase for FY 2021/22. The projected rate increases anticipated over the remainder of the 20 years are shown at the bottom of the Solid Waste Management Fund Long Term Financial Plan.

As shown in Attachment 1, Monthly Utility Bill Comparisons - Single Family Residential, the City's residential solid waste and recycling rate is competitive when compared with neighboring cities. The detailed Solid Waste Rate Survey is presented as Attachment 8.

FISCAL IMPACT

The proposed utility rate changes are necessary to maintain the City's utilities in a sound financial and operational condition and have been incorporated in the FY 2021/22 Recommended Budget. Even with the proposed changes, Sunnyvale's utility rates remain competitive when compared to current rates charged in other cities.

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; and by making the agenda and report available at the Office of the City Clerk and on the City's Web site. As detailed in the background section of this report, as required by State law (Proposition 218) Sunnyvale issued notices for utility rate increases.

ALTERNATIVES

1. Find that the project is exempt from CEQA pursuant to Public Resources Code Section 21080(b)(8) and CEQA Guidelines Section 15273 because it approves rates and charges 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; and (4) obtaining funds for capital projects necessary to maintain current service levels.
2. Adopt a resolution increasing water rates by 1.5%, wastewater rates by 4%, and solid waste rates by 4% for FY 2021/22.
3. Adopt rates lower than those proposed.
4. Take no action on rates and leave the existing rates in effect.
5. Continue the hearing to a future date to consider rates higher than those proposed, which would require additional Proposition 218 noticing.

STAFF RECOMMENDATION

Alternatives 1 and 2: Alternative 1) Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080(b)(8) and CEQA Guidelines Section 15273 because it approves rates and charges 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; and (4) obtaining funds for capital projects necessary to maintain current service levels; and Alternative 2) Adopt a resolution increasing water rates by 1.5%, wastewater rates by 4%, and solid waste rates by 4% for FY 2021/22.

Prepared by: Stephen Napier, Utility Billing Manager

Reviewed by: Tim Kirby, Director of Finance

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Combined Monthly Utility Bill Comparisons - Single Family Residential
2. Utility Rate Comparisons - Commercial
3. Recommended FY 2021/22 Water Supply and Distribution Fund Long Term Financial Plan
4. Water Rate Survey
5. Recommended FY 2021/22 Wastewater Management Fund Long Term Financial Plan
6. Wastewater Rate Survey
7. Recommended FY 2021/22 Solid Waste Management Fund Long Term Financial Plan
8. Solid Waste Rate Survey
9. Tax Roll Detail for Wastewater Services Provided Outside the City Limits
10. Map of Wastewater Service Area Outside the City Limits

11. Proposed Resolution

Monthly Utility Bill Comparisons Single Family Residential Fiscal Year 2021/22				
	Water*	Wastewater	Solid Waste**	Total
Palo Alto (Wastewater rate is a proposed rate)	100.49	43.32	100.15	243.96
San Jose ***	80.49	41.64	91.54	213.67
Cupertino****	87.28	53.23	64.38	204.89
Mountain View	80.40	43.75	71.30	195.45
Milpitas	85.67	55.53	43.56	184.76
Fremont	102.57	37.88	43.33	183.78
Santa Clara (Proposed)	66.90	44.53	69.81	181.24
Sunnyvale (Proposed)	63.76	55.52	43.13	162.41
Cal Water Company (Los Altos and parts of Sunnyvale, Cupertino, San Jose)	72.29			
Average of all Cities	82.21	46.93	65.90	196.27
Average excluding Sunnyvale	84.51	45.70	69.15	201.11
Average excluding Sunnyvale and two highest cities	82.23	42.22	58.48	190.02

*Comparison based on 10-ccf of water consumption plus 5/8" meter/service charge

**Based on two cans, 64- or 65-gallon cart service. Sunnyvale's medium split cart has a capacity of 43-gallons for garbage.

***Based on San Jose Municipal water service rates. Solid waste reflects proposed rate increase to be effective July 1, 2021.

****Based on San Jose Water Company water service rates

<p>Monthly Utility Rate Comparisons Commercial Fiscal Year 2021/22</p>				
	Water ¹	Wastewater ²	Solid Waste ³	Total
Palo Alto (Proposed water/wastewater rates)	7.71	7.97	504.40	520.08
Sunnyvale (Proposed)	4.92	5.90	446.54	457.36
Santa Clara (Proposed)	6.69	5.29	389.02	401.00
Mountain View	7.01	5.08	370.45	382.54
Cupertino ⁴	5.07	4.80	288.39	298.26
San Jose (Proposed) ⁵	4.96	4.27	286.35	295.58
Fremont	4.60	5.08	244.85	254.53
Milpitas	7.05	5.67	200.68	213.40
Cal Water Company (Los Altos and parts of Sunnyvale, Cupertino, San Jose)	6.32			
Average of all Cities	\$6.04	\$5.51	\$341.34	\$352.84
Average excluding Sunnyvale	\$6.18	\$5.45	\$326.31	\$337.91
Average excluding Sunnyvale & two highest cities	\$5.77	\$4.90	\$278.14	\$288.86

¹Commercial water rate per hundred cubic feet (ccf)

²Standard commercial rate per ccf of metered water use

³Comparison based on 3-cubic yard bin picked up one time per week

⁴Rate based on San Jose Water Company service

⁵Rate based on San Jose Municipal water service

**CITY OF SUNNYVALE
6040. WATER SUPPLY AND DISTRIBUTION FUND
LONG TERM FINANCIAL PLAN
JULY 1, 2020 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
RESERVE/FUND BALANCE, JULY 1	51,523,357	69,758,151	68,752,764	69,506,470	67,648,700	65,010,183	64,560,181	60,937,145	62,841,160	57,662,032	55,766,867	49,890,964	69,758,151
CURRENT RESOURCES:													
Water Sales and Water Service Fees	53,865,520	54,455,650	55,298,548	56,983,382	59,289,019	62,242,115	65,343,161	68,640,318	72,103,948	75,382,137	78,809,451	82,392,673	730,940,401
Development and Connection Fees	10,396,857	5,614,650	3,374,873	3,416,756	3,569,549	3,729,577	3,897,192	3,977,535	4,059,558	4,143,295	4,228,783	4,316,059	44,327,825
Miscellaneous Revenues	464,745	33,696	152,259	274,914	283,237	292,560	303,006	313,892	325,240	306,093	316,955	328,250	2,930,103
Interest Income	1,330,347	1,512,897	1,362,872	1,326,445	1,274,709	1,265,886	1,194,846	1,232,180	1,130,628	1,093,468	978,254	950,267	13,322,452
Transfer From Other Funds	79,591	0	0	0	0	0	0	0	0	0	106,924	0	106,924
TOTAL CURRENT RESOURCES	66,137,060	61,616,893	60,188,552	62,001,496	64,416,514	67,530,138	70,738,205	74,163,925	77,619,374	80,924,992	84,440,367	87,987,249	791,627,706
TOTAL AVAILABLE RESOURCES	117,660,417	131,375,044	128,941,316	131,507,966	132,065,214	132,540,321	135,298,386	135,101,070	140,460,534	138,587,024	140,207,234	137,878,213	861,385,857
CURRENT REQUIREMENTS:													
OPERATING REQUIREMENTS:													
Operations	6,833,527	7,710,726	7,409,553	7,136,551	7,281,464	7,224,442	7,442,811	7,673,595	7,839,799	8,035,429	8,215,044	8,416,862	84,386,277
Purchased Water	34,497,856	34,822,037	36,120,808	39,723,165	43,685,768	46,026,234	50,017,221	53,505,502	57,250,792	60,743,036	63,931,680	68,761,878	554,588,119
In-Lieu Charges	4,532,391	4,363,213	5,362,433	5,552,498	5,058,700	4,861,133	5,542,042	5,312,777	5,613,027	5,370,824	5,988,737	5,719,601	58,744,985
TOTAL OPERATING REQUIREMENTS	45,863,774	46,895,975	48,892,794	52,412,214	56,025,932	58,111,808	63,002,074	66,491,874	70,703,617	74,149,289	78,135,461	82,898,341	697,719,381
NON-OPERATING REQUIREMENTS:													
Debt Service	1,218,481	1,222,353	1,227,508	1,227,806	1,226,548	1,229,564	1,226,643	1,233,907	1,234,059	1,236,479	1,237,041	1,235,745	13,537,652
Transfer To Employee Benefits Fund	44,641	581,539	1,553,477	1,783,854	1,905,450	1,971,209	2,010,812	2,059,128	2,121,876	2,140,987	2,185,931	2,241,401	20,555,663
Transfer To General Fund	0	207,626	45,284	323,471	656,645	676,345	696,635	717,534	739,060	761,232	784,069	875,599	6,483,500
Transfer To Infrastructure Fund	6,094	318,054	4,915	5,063	5,215	483,010	5,532	194,638	21,754	6,045	6,227	6,414	1,056,866
Transfer To Solid Waste Fund	15,612	142,643	66,247	68,235	70,282	72,390	74,562	76,799	79,103	83,920	86,438	89,031	909,650
TOTAL NON-OPERATING REQUIREMENTS	1,284,828	2,472,216	2,897,431	3,408,428	3,864,139	4,432,518	4,014,185	4,282,006	4,195,852	4,228,662	4,299,705	4,448,190	42,543,332
CAPITAL AND INFRASTRUCTURE REQ.:													
Projects - Revenue Funded	753,664	13,254,089	7,644,621	8,038,623	7,164,961	5,435,813	7,344,983	1,486,029	7,899,033	4,442,206	7,881,103	2,068,074	72,659,536
TOTAL CAPITAL AND INFRASTRUCTURE REQ.	753,664	13,254,089	7,644,621	8,038,623	7,164,961	5,435,813	7,344,983	1,486,029	7,899,033	4,442,206	7,881,103	2,068,074	72,659,536
TOTAL CURRENT REQUIREMENTS	47,902,265	62,622,280	59,434,846	63,859,266	67,055,032	67,980,139	74,361,242	72,259,909	82,798,502	82,820,158	90,316,270	89,414,605	812,922,249
RESERVES:													
Contingencies	10,332,846	10,633,191	10,882,590	11,714,929	12,741,808	13,312,669	14,365,008	15,294,774	16,272,648	17,194,616	18,036,681	19,294,685	19,294,685
Capital and Infrastructure Reserve	16,181,781	15,025,999	16,177,062	15,168,763	15,785,451	16,566,063	17,385,840	18,232,936	15,297,749	11,974,729	12,503,278	8,703,698	8,703,698
Rate Stabilization Reserve	43,243,525	43,093,575	42,446,818	40,765,008	36,482,924	34,681,450	29,186,297	29,313,450	26,091,635	26,597,522	19,351,005	20,465,225	20,465,225
TOTAL RESERVES	69,758,151	68,752,764	69,506,470	67,648,700	65,010,183	64,560,181	60,937,145	62,841,160	57,662,032	55,766,867	49,890,964	48,463,608	48,463,608
FUND BALANCE, JUNE 30	0	0	0	0	0	0	0	0	0	0	0	0	0
STATISTICS:													
Recommended Water Rate Increase	0.0%	0.0%	1.5%	3.0%	4.0%	5.0%	5.0%	5.0%	5.0%	4.5%	4.5%	4.5%	
Prior Year Water Rate Increase	0.0%	0.0%	4.0%	4.0%	4.0%	5.0%	5.0%	5.0%	4.5%	4.5%	4.5%	4.5%	

**CITY OF SUNNYVALE
6040. WATER SUPPLY AND DISTRIBUTION 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
RESERVE/FUND BALANCE, JULY 1	48,463,608	40,384,011	41,432,978	35,744,254	39,954,690	36,265,395	41,709,316	40,725,173	47,108,931	44,703,017	48,463,608	69,758,151
CURRENT RESOURCES:												
Water Sales and Water Service Fees	86,138,896	89,978,046	94,069,327	97,876,575	101,837,978	105,959,778	109,718,871	113,062,980	116,509,050	118,895,501	1,034,047,002	1,764,987,403
Development and Connection Fees	4,445,541	4,578,907	4,716,275	4,857,763	5,003,496	5,153,601	5,308,209	5,467,455	5,631,479	5,800,423	50,963,147	95,290,973
Miscellaneous Revenues	341,189	354,470	368,191	381,627	395,264	409,710	423,103	435,927	448,822	459,601	4,017,903	6,948,006
Interest Income	984,976	1,010,560	871,811	974,505	884,522	1,017,300	993,297	1,148,998	1,090,317	1,198,121	10,174,407	23,496,859
Transfer From Other Funds	0	0	0	0	0	0	0	0	143,638	0	143,638	250,562
TOTAL CURRENT RESOURCES	91,910,602	95,921,983	100,025,604	104,090,469	108,121,260	112,540,389	116,443,480	120,115,360	123,823,305	126,353,646	1,099,346,098	1,890,973,803
TOTAL AVAILABLE RESOURCES	140,374,211	136,305,994	141,458,582	139,834,723	148,075,949	148,805,784	158,152,795	160,840,532	170,932,237	171,056,663	1,147,809,706	1,960,731,955
CURRENT REQUIREMENTS:												
OPERATING REQUIREMENTS:												
Operations	8,722,126	9,102,643	9,418,490	9,792,148	10,235,992	10,842,761	11,438,436	12,073,026	12,743,251	13,430,797	107,799,670	192,185,947
Purchased Water	71,267,681	73,868,649	76,593,614	77,652,677	80,567,190	83,599,435	86,741,626	90,024,268	93,424,141	96,955,980	830,695,259	1,385,283,379
In-Lieu Charges	6,162,123	5,977,479	6,772,500	6,347,412	6,940,331	6,709,244	6,874,531	7,044,005	7,217,774	7,239,293	67,284,691	126,029,676
TOTAL OPERATING REQUIREMENTS	86,151,930	88,948,771	92,784,604	93,792,237	97,743,513	101,151,440	105,054,592	109,141,299	113,385,165	117,626,070	1,005,779,620	1,703,499,001
NON-OPERATING REQUIREMENTS:												
Debt Service	1,150,600	1,155,600	1,153,350	1,152,950	1,161,150	1,152,200	127,800	127,800	127,800	127,800	7,437,050	20,974,702
Transfer To Employee Benefits Fund	2,087,890	2,061,970	2,097,868	2,072,036	1,986,607	1,764,682	1,421,963	1,192,286	955,075	730,731	16,371,109	36,926,772
Transfer To General Fund	950,620	856,773	882,476	908,951	936,219	964,306	993,235	1,023,032	1,048,608	1,074,823	9,639,043	16,122,543
Transfer To Infrastructure Fund	6,606	6,804	11,415	7,219	24,288	7,658	7,888	8,125	8,368	8,368	96,740	1,153,606
Transfer To Solid Waste Fund	91,702	94,453	97,286	100,205	103,211	106,307	109,497	112,781	112,781	112,781	1,041,004	1,950,654
TOTAL NON-OPERATING REQUIREMENTS	4,287,418	4,175,600	4,242,396	4,241,361	4,211,475	3,995,153	2,660,383	2,464,024	2,252,632	2,054,503	34,584,946	77,128,278
CAPITAL AND INFRASTRUCTURE REQ.:												
Projects - Revenue Funded	9,550,851	1,748,645	8,687,328	1,846,435	9,855,566	1,949,876	9,712,647	2,126,278	10,591,423	2,253,111	58,322,161	130,981,696
TOTAL CAPITAL AND INFRASTRUCTURE REQ.	9,550,851	1,748,645	8,687,328	1,846,435	9,855,566	1,949,876	9,712,647	2,126,278	10,591,423	2,253,111	58,322,161	130,981,696
TOTAL CURRENT REQUIREMENTS	99,990,200	94,873,015	105,714,328	99,880,034	111,810,554	107,096,469	117,427,622	113,731,601	126,229,220	121,933,684	1,098,686,728	1,911,608,977
RESERVES:												
Contingencies	19,997,452	20,742,823	21,503,026	21,861,206	22,700,796	23,610,549	24,545,015	25,524,323	26,541,848	27,596,694	27,596,694	27,596,694
Capital and Infrastructure Reserve	9,092,563	9,491,142	9,915,379	10,311,596	10,723,674	11,152,309	11,545,018	11,896,636	12,258,935	12,515,553	12,515,553	12,515,553
Rate Stabilization Reserve	11,293,996	11,199,013	4,325,848	7,781,887	2,840,926	6,946,458	4,635,139	9,687,972	5,902,234	9,010,732	9,010,732	9,010,732
TOTAL RESERVES	40,384,011	41,432,978	35,744,254	39,954,690	36,265,395	41,709,316	40,725,173	47,108,931	44,703,017	49,122,979	49,122,979	49,122,979
FUND BALANCE, JUNE 30	0	0	0	0	0	0	0	0	0	0	0	0
STATISTICS:												
Recommended Water Rate Increase	4.5%	4.5%	4.5%	4.0%	4.0%	4.0%	3.5%	3.0%	3.0%	2.0%		
Prior Year Water Rate Increase	4.5%	4.5%	4.5%	4.5%	4.5%	4.0%	4.0%	4.0%	4.0%			

Water Rate Survey								
CITY	EFFECTIVE DATE	MONTHLY RATE BLOCKS		UNIT RATE	MONTHLY METER SERVICE		RECYCLED WATER	NOTES
		FROM	TO		SIZE	CHARGE		
CALIFORNIA WATER COMPANY (Los Altos and portions of Cupertino, Mountain View and Sunnyvale)								
Residential	2/1/2021	1 - 12	ccf	4.7338	5/8 x 3/4	24.95	6.3264	\$.501/ccf credit for agricultural users Eligible customers LIRA credit of 50% of 5/8: x 3/4" service charge paid for by surcharge (currently 2.41%) Qualified non-profit group living facilities, agricultural housing customers LIRA credit of \$20
		13 - 23	ccf	5.9182	3/4	37.43		
		24 +	ccf	8.8793	1	62.38		
					1 1/2	124.75		
					2	199.60		
					3	374.25		
					4	623.75		
					6	1,247.50		
					8	1,996.00		
					10	2,869.25		
Non-Residential		1 +	ccf	6.3171	5/8 x 3/4	19.51		
					3/4	29.27		
					1	48.78		
					1 1/2	97.55		
					2	156.08		
					3	292.65		
					4	487.75		
					6	975.50		
					8	1,560.80		
					10	2,243.65		
MILPITAS								
Residential, Commercial, Industrial, Institutional, Construction, Irrigation and City Accounts*	7/1/2020	1 +	ccf	7.05	5/8	15.17	4.01	*Includes Capital Surcharge \$1.08/ccf
					3/4	22.76		
					1	37.93		
					1 1/2	75.86		
					2	120.88		
					3	227.59		
					4	379.31		
					6+	758.62		
MOUNTAIN VIEW								
Single-Family	1/1/2021	0 - 3	ccf	5.26	5/8	15.55	5.00	
		4 - 15	ccf	7.01	3/4	15.55		
		16 +	ccf	11.22	1	31.10		
Multi-Family		0 - 2	ccf	5.26	1 1/2	62.20		
		2 - 7	ccf	7.01	2	99.55		
		7 +	ccf	11.22	3	186.60		
					4	311.00		
					6	622.00		
Commercial		1 +	ccf	7.01	8	995.20		
					10	1,492.80		

Water Rate Survey								
CITY	EFFECTIVE DATE	MONTHLY RATE BLOCKS		UNIT RATE	MONTHLY METER SERVICE		RECYCLED WATER	NOTES
		FROM	TO		SIZE	CHARGE		
PALO ALTO								
Residential	7/1/2019	0 - 6		ccf	6.66	5/8	20.25	No charge* *Permitted users may pick up recycled water for use. There is no consumption charge for recycled water.
(Single Family)		7 +			10.07	3/4	20.25	
						1	20.25	
						1 1/2	65.40	
						2	101.17	
						3	214.44	
						4	381.37	
						6	780.79	
						8	1436.57	
						10	2271.20	
Commercial & Multi-Family Residential		1 +		ccf	7.71	5/8	17.71	
						3/4	23.67	
						1	35.59	
						1 1/2	65.40	
						2	101.17	
						3	214.44	
						4	381.37	
						6	780.79	
						8	1436.57	
						10	2271.20	
FREMONT (Alameda County Water District)								
All Users	3/1/2021	1 +		ccf	4.596	5/8	56.61	N/A
						3/4	56.61	
						1	87.29	
						1 1/2	163.97	
						2	255.99	
						3	547.39	
						4	976.81	
						6	2464.48	
						8	4304.88	
						10	6451.99	
SAN JOSE MUNICIPAL WATER (Proposed)								
All Users	7/1/2021					5/8	30.89	3.401
						3/4	30.89	
Elevation:						1	54.62	
Zone # 1		1 +		ccf	4.96	1 1/2	94.15	
Zone # 2		1 +		ccf	5.06	2	141.60	
Zone # 3 & 4		1 +		ccf	5.39	3	291.85	
Zone # 5 & 6		1 +		ccf	5.81	4	513.28	
						6	1122.19	
						8	1912.97	
						10	3020.09	

Water Rate Survey								
CITY	EFFECTIVE DATE	MONTHLY RATE BLOCKS		UNIT RATE	MONTHLY METER SERVICE		RECYCLED WATER	NOTES
		FROM	TO		SIZE	CHARGE		
SAN JOSE WATER COMPANY (Portions of: Cupertino, San Jose, Santa Clara, Campbell, Los Gatos, Monte Sereno, and Saratoga)								
Residential	1/1/2021	0 - 3	ccf	3.3770	5/8x3/4	41.69	4.5954	15% discount from bill for WRAP-low income
Residents w/ 5/8" to 2" Meters		4 - 18	ccf	5.0660	3/4	41.69		
		19 +	ccf	6.7545	1	69.48		
All Other Users		1 +	ccf	5.0660	1 1/2	138.99		
					2	222.38		
					3	416.95		
					4	694.91		
					6	1389.83		
					8	2223.74		
					10	3196.60		
SANTA CLARA (Proposed)								
Residential & Commercial	7/1/2021	1 +	ccf	6.69	5/8x3/4	19.81	3.74	Meter charges represent minimum consumption charge based on meter size.
					1	30.67		
					1 1/2	57.84		
					2	90.45		
					3	177.40		
					4	275.21		
					6	546.93		
8	872.98							
10	1307.72							
SUNNYVALE (Proposed)								
Residential & Mobile Homes	7/1/2021	0 - 5	ccf	4.46	5/8x 3/4	14.26	4.44	
		6 +	ccf	5.44	3/4	20.11		
					1	31.78		
					1 1/2	60.96		
					2	95.97		
Multi-Family & Commercial		1 +	ccf	4.92	5/8x 3/4	23.90		
					3/4	34.55		
					1	55.85		
					1 1/2	109.08		
					2	173.00		
					3	343.37		
					4	535.08		
					6	1067.55		
					8	1706.53		
					10	4475.41		

STATISTICS:
Sewer Rate Increase
Prior Year Sewer Rate Increase

**CITY OF SUNNYVALE
6080. WASTEWATER MANAGEMENT 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
RESERVE/FUND BALANCE, JULY 1	63,546,716	59,299,279	65,703,921	45,011,903	45,458,573	51,493,511	47,858,732	26,265,232	27,608,804	39,594,617	63,546,716	62,956,825
CURRENT RESOURCES:												
Service Fees	68,497,391	71,617,622	74,880,036	78,291,114	81,857,633	85,586,677	89,485,656	93,562,315	96,884,575	100,324,867	840,987,889	1,431,841,434
Connection and Development Fees	4,031,749	4,152,702	4,277,283	4,405,601	4,537,769	4,673,902	4,814,119	4,958,543	5,107,299	5,260,518	46,219,486	85,611,123
Other Revenues	338,805	351,756	365,220	379,217	393,771	408,904	424,638	441,000	455,947	471,406	4,030,665	15,069,808
Interest Income	1,742,063	1,527,736	1,890,685	1,403,627	1,376,419	1,421,274	1,388,152	869,608	1,032,603	1,382,892	14,035,059	28,752,299
Transfer From General Fund (Storm Sewer)	0	0	0	0	0	0	0	0	0	0	0	60,682
Transfer From Solid Waste Management Fund	0	0	0	0	0	0	0	0	0	0	0	648,358
State Revolving Fund Loan	0	0	0	0	0	0	0	0	0	0	0	40,308,065
WIFIA Loan	0	0	0	0	0	0	0	0	0	0	0	220,638,994
WIFIA Related Bonds	0	0	0	0	0	0	0	0	0	0	0	143,409,715
Bond Proceeds	0	80,781,685	80,781,685	0	0	0	0	0	0	0	161,563,370	174,525,619
TOTAL CURRENT RESOURCES	74,610,009	158,431,501	162,194,909	84,479,560	88,165,592	92,090,757	96,112,566	99,831,467	103,480,425	107,439,683	1,066,836,468	2,140,866,097
TOTAL AVAILABLE RESOURCES	138,156,725	217,730,780	227,898,830	129,491,463	133,624,165	143,584,268	143,971,298	126,096,698	131,089,228	147,034,300	1,130,383,184	2,203,822,922
CURRENT REQUIREMENTS:												
OPERATING REQUIREMENTS:												
Operations	23,296,858	24,297,656	25,187,907	26,254,108	27,492,491	29,081,875	30,987,239	32,669,756	34,409,263	36,160,021	289,837,173	511,169,959
In-Lieu Charges and Fund Transfers	4,798,424	5,028,305	5,433,289	5,334,012	5,321,628	5,472,164	5,605,681	5,742,623	5,883,079	5,912,625	54,531,830	101,162,905
Project Operating	26,349	30,570	26,797	31,031	27,271	31,520	27,775	32,040	555,303	0	788,656	1,090,194
TOTAL CURRENT OPERATING REQUIREMENT:	28,121,631	29,356,531	30,647,993	31,619,151	32,841,389	34,585,559	36,620,695	38,444,419	40,847,645	42,072,646	345,157,659	613,423,058
NON-OPERATING REQUIREMENTS:												
Interfund Loan Repayment	0	0	0	0	0	0	0	0	0	0	0	7,164,351
2017 Wastewater Revenue Bonds Debt Service	1,166,250	1,161,000	1,159,000	1,163,800	1,162,000	1,163,800	129,000	129,000	129,000	129,000	7,491,850	26,233,409
WIFIA Loan Debt Service	3,774,880	3,774,880	3,774,880	3,774,880	3,774,880	3,774,880	3,774,880	3,774,880	3,774,880	3,774,880	37,748,802	43,411,122
State Revolving Fund Loan Debt Service	5,270,934	5,270,934	5,270,934	5,270,934	5,270,934	5,270,934	5,270,934	5,270,934	5,270,934	5,270,934	52,709,340	105,418,680
WIFIA Related Bonds Debt Service	13,627,561	13,632,560	13,637,796	13,643,278	14,270,416	18,717,844	18,725,521	18,733,558	18,741,972	18,750,782	162,481,287	242,972,034
Other Debt Service	4,731,423	4,733,126	4,734,910	4,736,608	5,360,138	9,803,608	9,807,143	9,810,844	9,814,720	9,818,778	73,351,470	98,290,549
WaterPollutionControlPlantRent	1,604,283	1,680,755	1,760,882	1,844,839	3,267,239	3,420,847	3,581,690	3,750,110	3,926,465	4,111,128	28,948,237	39,072,866
TransferToWaterSupplyandDistributionFund	0	0	0	0	0	0	0	0	143,638	143,638	287,275	394,200
WastewaterEquipmentReplacement	1,146,402	1,289,509	849,905	821,319	732,852	1,384,028	3,104,444	882,543	892,988	972,562	12,076,552	22,976,050
TransferToGeneralFund-CivicCenterRent	1,425,368	1,468,129	1,512,173	1,557,538	1,604,264	1,652,392	1,701,964	1,753,022	1,805,613	1,859,781	16,340,244	26,900,171
Transfer To General Fund - Projects	0	0	0	0	0	0	0	0	0	0	0	518,939
Transfer To General Services Fund	0	0	0	0	0	0	0	0	0	0	0	5,463
TransferToSolidWasteManagementFund	35,394	36,455	37,549	38,676	39,836	41,031	42,262	43,530	43,530	43,530	401,793	787,568
TransferToEmployeeBenefitsFund	4,822,599	4,762,729	4,845,647	4,785,980	4,588,656	4,076,056	3,284,445	2,753,937	2,206,029	1,687,838	37,813,917	84,843,830
TOTAL NON-OPERATING REQUIREMENTS	37,605,094	37,810,077	37,583,677	37,638,024	40,071,214	49,305,420	49,422,282	46,902,358	46,749,768	46,562,852	429,650,767	698,989,232
CAPITAL AND INFRASTRUCTURE REQ.:												
Projects - Revenue Funded	1,005,404	7,145,314	1,367,388	2,685,569	4,278,369	1,421,060	1,014,073	5,095,999	1,155,111	1,700,250	26,868,537	99,773,000
Replacement of WPCP	12,125,317	77,714,937	113,287,870	12,090,145	4,939,681	10,413,498	30,649,016	8,045,118	2,742,087	2,612,170	274,619,838	737,551,249
TOTAL CAPITAL AND INFRASTRUCTURE REQ.	13,130,722	84,860,251	114,655,258	14,775,714	9,218,050	11,834,558	31,663,089	13,141,118	3,897,198	4,312,419	301,488,375	837,324,250
TOTAL CURRENT REQUIREMENTS	78,857,446	152,026,858	182,886,927	84,032,890	82,130,654	95,725,536	117,706,066	98,487,895	91,494,611	92,947,917	1,076,296,802	2,149,736,539
RESERVES:												
Debt Service	5,270,934	5,270,934	5,270,934	5,270,934	5,270,934	5,270,934	5,270,934	5,270,934	5,270,934	5,270,934	5,270,934	5,270,934
Contingencies	5,824,215	6,074,414	6,296,977	6,563,527	6,873,123	7,270,469	7,746,810	8,167,439	8,602,316	9,040,005	9,040,005	9,040,005
Capital and Infrastructure Reserve	3,424,870	3,580,881	3,744,002	3,914,556	4,092,882	8,558,668	8,948,566	9,356,232	9,688,458	10,032,487	10,032,487	10,032,487
Rate Stabilization Reserve	44,779,261	50,777,692	29,699,990	29,709,556	35,256,573	26,758,662	4,298,922	4,814,199	16,032,910	29,742,957	29,742,957	29,742,957
TOTAL RESERVES	59,299,279	65,703,921	45,011,903	45,458,573	51,493,511	47,858,732	26,265,232	27,608,804	39,594,617	54,086,382	54,086,382	54,086,382
FUND BALANCE, JUNE 30	0	0	0	0	0	0	0	0	0	0	0	0
STATISTICS:												
Sewer Rate Increase	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	3.0%	3.0%		
Prior Year Sewer Rate Increase	4.0%	4.0%	4.0%	4.0%	4.0%	3.0%	3.0%	3.0%				

Wastewater Rate Survey							Comments
	Effective Date	Monthly Rates					
		Residential	Multi-Family	Mobile Homes	Commercial (\$ per ccf)	High Strength (\$ per ccf)	
Mountain View	01/01/21	43.75	43.75/unit	43.75	5.74	11.20	Commercial minimum charge of seven units
Fremont (Union Sanitary District)	07/01/20	37.88	33.38/unit	33.38	5.08	12.64	
Palo Alto (Proposed)	09/15/21	43.32	43.32	43.32	8.09	12.07	
San Jose	07/01/20	41.64	27.90/unit	31.43	4.27*	7.63	*Typical office use. Rate varies by business type
Cupertino Sanitary District	07/01/20	53.23	53.23/unit	53.23	4.80	10.90	Commercial fixed charge of \$8.46/yr
Milpitas	07/01/20	55.53	42.65/unit	35.04	5.67	8.11	
Santa Clara (Proposed)	07/01/21	44.53	44.53/unit	44.53	5.29	15.09	
Sunnyvale (Proposed)	07/01/21	55.52	38.44/unit	38.44	5.90	10.19	

**CITY OF SUNNYVALE
6100. SOLID WASTE MANAGEMENT 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
RESERVE/FUND BALANCE, JULY 1	15,165,699	15,337,574	15,891,523	16,691,202	17,697,989	18,245,643	17,703,112	17,073,891	15,798,901	13,737,370	15,165,699	24,342,710
CURRENT RESOURCES:												
Rental Income	328,463	336,675	345,092	353,719	362,562	371,626	380,917	390,440	400,201	410,206	3,679,899	6,804,967
Service Fees	71,228,489	73,400,246	75,638,219	77,944,429	79,541,510	81,171,315	82,834,516	84,531,795	86,263,851	88,894,036	801,448,406	1,472,205,527
Miscellaneous Revenues	390,961	397,835	404,875	412,086	417,768	423,544	429,416	435,384	441,450	449,502	4,202,821	25,960,333
Transfers From Other Funds	145,150	149,504	153,989	158,609	163,367	168,268	173,317	178,515	178,515	178,515	1,647,749	3,138,704
SMaRT Station Revenues	4,986,153	5,060,945	5,136,859	5,213,912	5,292,121	5,371,503	5,452,075	5,533,856	5,616,864	5,701,117	53,365,405	97,902,868
County Wide AB939 Fee	135,676	135,676	135,676	135,676	135,676	135,676	135,676	135,676	135,676	135,676	1,356,757	2,852,482
Interest Income	374,087	387,598	407,102	431,658	445,016	431,783	416,436	385,339	335,058	292,699	3,906,776	6,683,362
TOTAL CURRENT RESOURCES	77,588,979	79,868,478	82,221,812	84,650,088	86,358,020	88,073,715	89,822,352	91,591,004	93,371,615	96,061,751	869,607,813	1,615,548,243
TOTAL AVAILABLE RESOURCES	92,754,678	95,206,053	98,113,335	101,341,290	104,056,009	106,319,358	107,525,464	108,664,895	109,170,516	109,799,121	884,773,512	1,639,890,952
CURRENT REQUIREMENTS:												
Interfund Loan Repayment	0	0	0	0	0	0	0	0	0	0	0	14,106,967
Debt Service	2,440,000	2,440,000	2,440,000	2,440,000	2,440,000	2,440,000	2,440,000	2,440,000	2,440,000	2,440,000	24,400,000	49,310,613
Operations	3,567,204	3,698,061	3,807,117	3,944,569	4,109,637	4,333,599	4,610,174	4,844,594	5,085,860	5,325,791	43,326,605	84,012,216
Solid Waste Collection Contract	38,095,416	39,238,278	40,415,426	41,627,889	42,876,726	44,163,028	45,487,918	46,852,556	48,258,133	49,705,877	436,721,246	778,373,872
Special Projects	444,162	403,067	413,179	477,949	428,049	726,328	443,825	449,070	530,634	466,309	4,782,572	13,338,376
Infrastructure Projects	0	0	0	0	0	0	0	0	0	0	0	19,278,823
Project Operating	(252,980)	(260,569)	(268,386)	(276,438)	(284,731)	(293,273)	(299,138)	(308,112)	(308,112)	(308,112)	(2,859,851)	(4,835,357)
SMaRT Capital Replacement	0	0	0	0	0	0	0	0	0	0	0	0
In-Lieu Charges	4,087,399	4,192,621	4,300,484	4,411,054	4,524,398	4,640,587	4,759,692	4,881,787	5,006,945	5,009,475	45,814,443	84,527,810
SMaRT Expense Share (Sunnyvale)	25,877,106	26,490,158	27,118,542	27,762,643	28,422,853	29,327,939	29,793,222	30,504,216	31,232,479	31,978,943	288,508,102	528,277,892
Long Term Rent - SMaRT and Landfill	1,759,880	1,812,677	1,867,057	1,923,069	1,980,761	2,040,184	2,101,389	2,164,431	2,229,364	2,296,245	20,175,058	36,535,358
Civic Center Rent	450,292	463,801	477,715	492,046	506,808	522,012	537,672	553,803	570,417	587,530	5,162,096	8,498,116
Transfer To General Fund	101,674	0	0	0	0	0	0	0	0	0	101,674	1,539,603
Transfer To Infrastructure Fund	0	0	0	0	0	0	0	0	0	0	0	158,573
Transfer To General Services Fund	0	0	0	0	0	0	0	0	0	0	0	0
Transfer To Payroll and Benefits Fund	846,951	836,436	850,998	840,519	805,865	715,842	576,818	483,650	387,425	296,420	6,640,925	14,767,448
TOTAL CURRENT REQUIREMENTS	77,417,103	79,314,530	81,422,133	83,643,301	85,810,366	88,616,246	90,451,572	92,865,994	95,433,146	97,798,478	872,772,868	1,627,890,309
RESERVES:												
Contingencies	6,753,973	6,942,650	7,134,109	7,333,510	7,540,922	7,782,457	7,989,131	8,220,137	8,457,647	8,701,061	8,701,061	8,701,061
Rate Stabilization Reserve	8,583,602	8,948,873	9,557,093	10,364,479	10,704,721	9,920,655	9,084,760	7,578,765	5,279,723	3,299,582	3,299,582	3,299,582
TOTAL RESERVES	15,337,574	15,891,523	16,691,202	17,697,989	18,245,643	17,703,112	17,073,891	15,798,901	13,737,370	12,000,643	12,000,643	12,000,643
FUND BALANCE, JUNE 30	0	0	0	0	0	0	0	0	0	0	0	0
STATISTICS:												
Refuse Rate Increase	2.0%	3.0%	3.0%	3.0%	2.0%	2.0%	2.0%	2.0%	2.0%	3.0%		
Prior Year Refuse Rate Increase	2.0%	2.0%	2.0%	2.0%	2.0%	3.0%	3.0%	2.0%	2.0%	0.0%		

Solid Waste Collection Rate Survey								
Effective Date		MONTHLY RATES						Comments
		1-can or 32-35 gal cart service	2-cans or 64-65 gal cart service	3-cans or 95-96 gal cart service	Mobile Home 1-can or 32-35 gal cart service	3-cubic yard bin 1x/wk (includes bin rental)	On Call Debris Box 30-cubic yard bin rental and dump	
Cupertino (Recology)	2/1/2021	33.45	64.38	95.3	28.69	288.39	1080.60*	Discount senior citizen rate: \$15.20 (one 24-gallon cart) *5 tons allowed; \$111.09 per additional ton. Daily rental after 7 days \$28.40 per day. Extra bag tag \$8.99
Fremont (Republic Services)	1/1/2020	39.72	43.33	62.64	N/A	244.85*	Varies**	20-gallon residential cart \$38.94 Extra bag tag \$8.60 *Rate for commercial use. \$246.39 for multi-family **Hauler has no published rate, by quote only - varies by location.
Milpitas	1/1/2021	37.04	43.56	50.05	N/A	200.68*	980.80**	19-gallon Solid Waste/19-gallon Food Scrap residential cart \$34.07 Excess Garbage Tag \$3.80/ea. Senior rate is discounted 50% for garbage charges only. Senior rate only valid on two smallest cart sizes. *Rate is for businesses. Multi-family rate is \$200.68 **Based on one ton, additional tons \$93.00 per ton.
Mountain View	1/1/2021	35.65	71.30	106.95	N/A	370.45	1,068.95*	20-gallon residential cart = \$24.45 Excess Garbage Tag \$6.00/ea. *Includes 4-ton base and 7 day rental. Debris box rental \$16.00/day or \$486.70/mo after 7 days.
Palo Alto	7/1/2017	50.07	100.15	150.22	N/A	504.40	1,137.17	Mini cart (20-gallon)=\$27.81 cart cannot be combined with other service. 30CY includes \$132.30 delivery charge
San Jose (Proposed)	7/1/2021	45.77	91.54	137.31	N/A	286.35	Varies*	\$5.30 optional yard waste cart Extra bag \$6.25/ea. *On call debris boxes available from multiple providers, rate varies by location.
Santa Clara (Proposed)	7/1/2021	49.05	69.81	90.49	N/A	389.02	1121.85*	20-gallon cart rate= \$42.27 All rates include \$13.04 yard trimmings, \$6.28 for annual cleanup campaign and HHW, and \$5.58 recycling charge. Low income discount (reduction) of \$10/mo off regular rates. Extra garbage bag tag \$6.04/ea. *Current, not proposed, rate for North district - dry + \$102.71 delivery + \$260.71 weekly
Sunnyvale (Proposed)	7/1/2021	38.85	43.13	48.54	31.32	446.54	1,070.30	Split carts have two compartments; one side for garbage and the other side for food scraps. Small=27gal garbage; Medium=43gal garbage; Large=64gal garbage. Extra garbage tag \$6.00/ea.

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
369-15-001	01	SFR	1	\$671.86	19475 CALLE DE BARCELONA	CUPERTINO
369-15-003	01	SFR	1	\$671.86	19480 CALLE DE BARCELONA	CUPERTINO
369-15-005	01	SFR	1	\$671.86	10441 MILLER AVE	CUPERTINO
369-15-006	01	SFR	1	\$671.86	10451 MILLER AVE	CUPERTINO
369-20-034	01	SFR	1	\$671.86	10876 ALDERBROOK LN	CUPERTINO
369-20-035	01	SFR	1	\$671.86	10864 ALDERBROOK LN	CUPERTINO
369-20-036	01	SFR	1	\$671.86	10852 ALDERBROOK LN	CUPERTINO
369-20-037	01	SFR	1	\$671.86	10840 ALDERBROOK LN	CUPERTINO
369-20-038	01	SFR	1	\$671.86	10828 ALDERBROOK LN	CUPERTINO
369-20-039	01	SFR	1	\$671.86	10816 ALDERBROOK LN	CUPERTINO
369-20-040	01	SFR	1	\$671.86	10804 ALDERBROOK LN	CUPERTINO
369-20-041	01	SFR	1	\$671.86	10792 ALDERBROOK LN	CUPERTINO
369-20-042	01	SFR	1	\$671.86	10780 ALDERBROOK LN	CUPERTINO
369-20-043	01	SFR	1	\$671.86	10768 ALDERBROOK LN	CUPERTINO
369-20-044	01	SFR	1	\$671.86	10756 ALDERBROOK LN	CUPERTINO
369-20-045	01	SFR	1	\$671.86	10744 ALDERBROOK LN	CUPERTINO
369-20-046	01	SFR	1	\$671.86	10732 ALDERBROOK LN	CUPERTINO
369-20-047	01	SFR	1	\$671.86	10720 ALDERBROOK LN	CUPERTINO
369-21-003	01	SFR	1	\$671.86	10725 ALDERBROOK LN	CUPERTINO
369-21-004	01	SFR	1	\$671.86	10731 BROOKWELL DR	CUPERTINO
369-21-005	01	SFR	1	\$671.86	10737 BROOKWELL DR	CUPERTINO
369-21-006	01	SFR	1	\$671.86	10743 BROOKWELL DR	CUPERTINO
369-21-007	01	SFR	1	\$671.86	10749 BROOKWELL DR	CUPERTINO
369-21-008	01	SFR	1	\$671.86	10755 BROOKWELL DR	CUPERTINO
369-21-009	01	SFR	1	\$671.86	10757 BROOKWELL DR	CUPERTINO
369-21-010	01	SFR	1	\$671.86	10761 BROOKWELL DR	CUPERTINO
369-21-011	01	SFR	1	\$671.86	10767 BROOKWELL DR	CUPERTINO
369-21-012	01	SFR	1	\$671.86	10773 BROOKWELL DR	CUPERTINO
369-21-013	01	SFR	1	\$671.86	10779 BROOKWELL DR	CUPERTINO
369-21-014	01	SFR	1	\$671.86	10785 BROOKWELL DR	CUPERTINO
369-21-015	01	SFR	1	\$671.86	10791 BROOKWELL DR	CUPERTINO
369-21-016	01	SFR	1	\$671.86	10797 BROOKWELL DR	CUPERTINO
369-21-017	01	SFR	1	\$671.86	10803 BROOKWELL DR	CUPERTINO
369-21-018	01	SFR	1	\$671.86	10809 BROOKWELL DR	CUPERTINO
369-21-019	01	SFR	1	\$671.86	10815 BROOKWELL DR	CUPERTINO
369-21-020	01	SFR	1	\$671.86	10821 BROOKWELL DR	CUPERTINO
369-21-021	01	SFR	1	\$671.86	10826 BROOKWELL DR	CUPERTINO
369-21-022	01	SFR	1	\$671.86	10832 BROOKWELL DR	CUPERTINO
369-21-023	01	SFR	1	\$671.86	10838 BROOKWELL DR	CUPERTINO
369-21-024	01	SFR	1	\$671.86	10844 BROOKWELL DR	CUPERTINO
369-21-025	01	SFR	1	\$671.86	10850 BROOKWELL DR	CUPERTINO
369-21-026	01	SFR	1	\$671.86	10856 BROOKWELL DR	CUPERTINO
369-21-027	01	SFR	1	\$671.86	10862 BROOKWELL DR	CUPERTINO
369-21-028	01	SFR	1	\$671.86	10857 BROOKWELL DR	CUPERTINO
369-21-029	01	SFR	1	\$671.86	10851 BROOKWELL DR	CUPERTINO

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
369-21-030	01	SFR	1	\$671.86	10845 BROOKWELL DR	CUPERTINO
369-21-031	01	SFR	1	\$671.86	10839 BROOKWELL DR	CUPERTINO
369-21-032	01	SFR	1	\$671.86	10804 BROOKWELL DR	CUPERTINO
369-21-033	01	SFR	1	\$671.86	10798 BROOKWELL DR	CUPERTINO
369-21-034	01	SFR	1	\$671.86	10792 BROOKWELL DR	CUPERTINO
369-21-035	01	SFR	1	\$671.86	10786 BROOKWELL DR	CUPERTINO
369-21-036	01	SFR	1	\$671.86	10780 BROOKWELL DR	CUPERTINO
369-21-037	01	SFR	1	\$671.86	10766 BROOKWELL DR	CUPERTINO
369-21-038	01	SFR	1	\$671.86	10750 BROOKWELL DR	CUPERTINO
369-21-039	01	SFR	1	\$671.86	10744 BROOKWELL DR	CUPERTINO
369-21-040	01	SFR	1	\$671.86	10740 BROOKWELL DR	CUPERTINO
369-21-041	01	SFR	1	\$671.86	10755 ALDERBROOK LN	CUPERTINO
369-21-042	01	SFR	1	\$671.86	10769 ALDERBROOK LN	CUPERTINO
369-21-043	01	SFR	1	\$671.86	10777 ALDERBROOK LN	CUPERTINO
369-21-044	01	SFR	1	\$671.86	10789 ALDERBROOK LN	CUPERTINO
369-21-045	01	SFR	1	\$671.86	19701 ALDERBROOK WAY	CUPERTINO
369-21-046	01	SFR	1	\$671.86	19707 ALDERBROOK WAY	CUPERTINO
369-21-047	01	SFR	1	\$671.86	19706 ALDERBROOK WAY	CUPERTINO
369-21-048	01	SFR	1	\$671.86	19700 ALDERBROOK WAY	CUPERTINO
369-21-049	01	SFR	1	\$671.86	10811 ALDERBROOK LN	CUPERTINO
369-21-050	01	SFR	1	\$671.86	10825 ALDERBROOK LN	CUPERTINO
369-21-051	01	SFR	1	\$671.86	10837 ALDERBROOK LN	CUPERTINO
369-21-052	01	SFR	1	\$671.86	10849 ALDERBROOK LN	CUPERTINO
369-22-001	01	SFR	1	\$671.86	10876 EAST ESTATES DR	CUPERTINO
369-22-002	01	SFR	1	\$671.86	10870 EAST ESTATES DR	CUPERTINO
369-22-003	01	SFR	1	\$671.86	10864 EAST ESTATES DR	CUPERTINO
369-22-004	01	SFR	1	\$671.86	10858 EAST ESTATES DR	CUPERTINO
369-22-005	01	SFR	1	\$671.86	10850 EAST ESTATES DR	CUPERTINO
369-22-006	01	SFR	1	\$671.86	10842 EAST ESTATES DR	CUPERTINO
369-22-007	01	SFR	1	\$671.86	10834 EAST ESTATES DR	CUPERTINO
369-22-008	01	SFR	1	\$671.86	10826 EAST ESTATES DR	CUPERTINO
369-22-009	01	SFR	1	\$671.86	10818 EAST ESTATES DR	CUPERTINO
369-22-010	01	SFR	1	\$671.86	10810 EAST ESTATES DR	CUPERTINO
369-22-011	01	SFR	1	\$671.86	10802 EAST ESTATES DR	CUPERTINO
369-22-012	01	SFR	1	\$671.86	10794 EAST ESTATES DR	CUPERTINO
369-22-013	01	SFR	1	\$671.86	10786 EAST ESTATES DR	CUPERTINO
369-22-014	01	SFR	1	\$671.86	10778 EAST ESTATES DR	CUPERTINO
369-22-015	01	SFR	1	\$671.86	10791 EAST ESTATES DR	CUPERTINO
369-22-016	01	SFR	1	\$671.86	10799 EAST ESTATES DR	CUPERTINO
369-22-017	01	SFR	1	\$671.86	10807 EAST ESTATES DR	CUPERTINO
369-22-018	01	SFR	1	\$671.86	10815 EAST ESTATES DR	CUPERTINO
369-22-019	01	SFR	1	\$671.86	10823 EAST ESTATES DR	CUPERTINO
369-22-020	01	SFR	1	\$671.86	10845 EAST ESTATES DR	CUPERTINO
369-22-021	01	SFR	1	\$671.86	10861 EAST ESTATES DR	CUPERTINO
369-22-022	01	SFR	1	\$671.86	10867 EAST ESTATES DR	CUPERTINO

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
369-22-023	01	SFR	1	\$671.86	10875 EAST ESTATES DR	CUPERTINO
369-22-024	01	SFR	1	\$671.86	10880 WEST ESTATES DR	CUPERTINO
369-22-025	01	SFR	1	\$671.86	10872 WEST ESTATES DR	CUPERTINO
369-22-026	01	SFR	1	\$671.86	10832 WEST ESTATES DR	CUPERTINO
369-22-027	01	SFR	1	\$671.86	10828 WEST ESTATES DR	CUPERTINO
369-22-028	01	SFR	1	\$671.86	10816 WEST ESTATES DR	CUPERTINO
369-22-029	01	SFR	1	\$671.86	10808 WEST ESTATES DR	CUPERTINO
369-22-030	01	SFR	1	\$671.86	10800 WEST ESTATES DR	CUPERTINO
369-22-031	01	SFR	1	\$671.86	10792 WEST ESTATES DR	CUPERTINO
369-22-032	01	SFR	1	\$671.86	10784 WEST ESTATES DR	CUPERTINO
369-22-033	01	SFR	1	\$671.86	10776 WEST ESTATES DR	CUPERTINO
369-22-034	01	SFR	1	\$671.86	10768 WEST ESTATES DR	CUPERTINO
369-22-035	01	SFR	1	\$671.86	10760 WEST ESTATES DR	CUPERTINO
369-22-036	01	SFR	1	\$671.86	10775 WILLOWBROOK WAY	CUPERTINO
369-22-037	01	SFR	1	\$671.86	10787 WILLOWBROOK WAY	CUPERTINO
369-22-038	01	SFR	1	\$671.86	10799 WILLOWBROOK WAY	CUPERTINO
369-22-039	01	SFR	1	\$671.86	10811 WILLOWBROOK WAY	CUPERTINO
369-22-040	01	SFR	1	\$671.86	10823 WILLOWBROOK WAY	CUPERTINO
369-22-041	01	SFR	1	\$671.86	10835 WILLOWBROOK WAY	CUPERTINO
369-22-042	01	SFR	1	\$671.86	10849 WILLOWBROOK WAY	CUPERTINO
369-22-043	01	SFR	1	\$671.86	10846 WILLOWBROOK WAY	CUPERTINO
369-22-044	01	SFR	1	\$671.86	10834 WILLOWBROOK WAY	CUPERTINO
369-22-045	01	SFR	1	\$671.86	10822 WILLOWBROOK WAY	CUPERTINO
369-22-046	01	SFR	1	\$671.86	10810 WILLOWBROOK WAY	CUPERTINO
369-22-047	01	SFR	1	\$671.86	10798 WILLOWBROOK WAY	CUPERTINO
369-22-048	01	SFR	1	\$671.86	10786 WILLOWBROOK WAY	CUPERTINO
369-23-014	01	SFR	1	\$671.86	19851 LINDENBROOK LN	CUPERTINO
369-23-015	01	SFR	1	\$671.86	19863 LINDENBROOK LN	CUPERTINO
369-23-016	01	SFR	1	\$671.86	19875 LINDENBROOK LN	CUPERTINO
369-23-017	01	SFR	1	\$671.86	19887 LINDENBROOK LN	CUPERTINO
369-23-018	01	SFR	1	\$671.86	19899 LINDENBROOK LN	CUPERTINO
369-23-019	01	SFR	1	\$671.86	19911 LINDENBROOK LN	CUPERTINO
369-23-020	01	SFR	1	\$671.86	19923 LINDENBROOK LN	CUPERTINO
369-23-021	01	SFR	1	\$671.86	19935 LINDENBROOK LN	CUPERTINO
369-23-022	01	SFR	1	\$671.86	19947 LINDENBROOK LN	CUPERTINO
369-23-023	01	SFR	1	\$671.86	19959 LINDENBROOK LN	CUPERTINO
369-23-024	01	SFR	1	\$671.86	19971 LINDENBROOK LN	CUPERTINO
369-23-025	01	SFR	1	\$671.86	19983 LINDENBROOK LN	CUPERTINO
369-23-026	01	SFR	1	\$671.86	19995 LINDENBROOK LN	CUPERTINO
369-23-027	01	SFR	1	\$671.86	10753 WEST ESTATES DR	CUPERTINO
369-23-028	01	SFR	1	\$671.86	10761 WEST ESTATES DR	CUPERTINO
369-23-029	01	SFR	1	\$671.86	10769 WEST ESTATES DR	CUPERTINO
369-23-030	01	SFR	1	\$671.86	10777 WEST ESTATES DR	CUPERTINO
369-23-031	01	SFR	1	\$671.86	10785 WEST ESTATES DR	CUPERTINO
369-23-032	01	SFR	1	\$671.86	10793 WEST ESTATES DR	CUPERTINO

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
369-23-033	01	SFR	1	\$671.86	10801 WEST ESTATES DR	CUPERTINO
369-23-034	01	SFR	1	\$671.86	10809 WEST ESTATES DR	CUPERTINO
369-23-035	01	SFR	1	\$671.86	10817 WEST ESTATES DR	CUPERTINO
369-23-036	01	SFR	1	\$671.86	10825 WEST ESTATES DR	CUPERTINO
369-23-037	01	SFR	1	\$671.86	10833 WEST ESTATES DR	CUPERTINO
369-23-038	01	SFR	1	\$671.86	10841 WEST ESTATES DR	CUPERTINO
369-23-039	01	SFR	1	\$671.86	10849 WEST ESTATES DR	CUPERTINO
369-23-040	01	SFR	1	\$671.86	10857 WEST ESTATES DR	CUPERTINO
369-23-041	01	SFR	1	\$671.86	10865 WEST ESTATES DR	CUPERTINO
369-23-042	01	SFR	1	\$671.86	10873 WEST ESTATES DR	CUPERTINO
369-23-043	01	SFR	1	\$671.86	10881 WEST ESTATES DR	CUPERTINO
369-23-044	01	SFR	1	\$671.86	10894 S BLANEY AVE	CUPERTINO
369-23-045	01	SFR	1	\$671.86	10882 S BLANEY AVE	CUPERTINO
369-23-046	01	SFR	1	\$671.86	10870 S BLANEY AVE	CUPERTINO
369-23-047	01	SFR	1	\$671.86	10858 S BLANEY AVE	CUPERTINO
369-23-048	01	SFR	1	\$671.86	10846 S BLANEY AVE	CUPERTINO
369-23-049	01	SFR	1	\$671.86	10834 S BLANEY AVE	CUPERTINO
369-23-050	01	SFR	1	\$671.86	10822 S BLANEY AVE	CUPERTINO
369-23-051	01	SFR	1	\$671.86	10810 S BLANEY AVE	CUPERTINO
369-23-052	01	SFR	1	\$671.86	10798 S BLANEY AVE	CUPERTINO
369-23-053	01	SFR	1	\$671.86	10786 S BLANEY AVE	CUPERTINO
369-23-054	01	SFR	1	\$671.86	10774 S BLANEY AVE	CUPERTINO
369-23-055	01	SFR	1	\$671.86	10762 S BLANEY AVE	CUPERTINO
369-23-056	01	SFR	1	\$671.86	10750 S BLANEY AVE	CUPERTINO
375-04-005	01	SFR	1	\$671.86	19315 CALLE DE BARCELONA	CUPERTINO
375-04-006	01	SFR	1	\$671.86	19327 CALLE DE BARCELONA	CUPERTINO
375-04-007	01	SFR	1	\$671.86	19339 CALLE DE BARCELONA	CUPERTINO
375-04-008	01	SFR	1	\$671.86	19351 CALLE DE BARCELONA	CUPERTINO
375-04-009	01	SFR	1	\$671.86	19363 CALLE DE BARCELONA	CUPERTINO
375-04-010	01	SFR	1	\$671.86	19375 CALLE DE BARCELONA	CUPERTINO
375-04-011	01	SFR	1	\$671.86	19387 CALLE DE BARCELONA	CUPERTINO
375-04-012	01	SFR	1	\$671.86	19399 CALLE DE BARCELONA	CUPERTINO
375-04-013	01	SFR	1	\$671.86	19411 CALLE DE BARCELONA	CUPERTINO
375-04-014	01	SFR	1	\$671.86	19423 CALLE DE BARCELONA	CUPERTINO
375-04-015	01	SFR	1	\$671.86	19435 CALLE DE BARCELONA	CUPERTINO
375-04-016	01	SFR	1	\$671.86	19447 CALLE DE BARCELONA	CUPERTINO
375-05-001	01	SFR	1	\$671.86	19420 CALLE DE BARCELONA	CUPERTINO
375-05-002	01	SFR	1	\$671.86	10421 CORTE DE MADRID	CUPERTINO
375-05-003	01	SFR	1	\$671.86	10431 CORTE DE MADRID	CUPERTINO
375-05-004	01	SFR	1	\$671.86	10441 CORTE DE MADRID	CUPERTINO
375-05-005	01	SFR	1	\$671.86	10450 CORTE DE MADRID	CUPERTINO
375-05-006	01	SFR	1	\$671.86	10440 CORTE DE MADRID	CUPERTINO
375-05-007	01	SFR	1	\$671.86	10430 CORTE DE MADRID	CUPERTINO
375-05-008	01	SFR	1	\$671.86	10420 CORTE DE MADRID	CUPERTINO
375-05-009	01	SFR	1	\$671.86	19390 CALLE DE BARCELONA	CUPERTINO

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
375-05-010	01	SFR	1	\$671.86	19370 CALLE DE BARCELONA	CUPERTINO
375-05-011	01	SFR	1	\$671.86	10421 CORTE DE SEVILLE	CUPERTINO
375-05-012	01	SFR	1	\$671.86	10431 CORTE DE SEVILLE	CUPERTINO
375-05-013	01	SFR	1	\$671.86	10441 CORTE DE SEVILLE	CUPERTINO
375-05-014	01	SFR	1	\$671.86	10455 CORTE DE SEVILLE	CUPERTINO
375-05-015	01	SFR	1	\$671.86	10450 CORTE DE SEVILLE	CUPERTINO
375-05-016	01	SFR	1	\$671.86	10440 CORTE DE SEVILLE	CUPERTINO
375-05-017	01	SFR	1	\$671.86	10430 CORTE DE SEVILLE	CUPERTINO
375-05-018	01	SFR	1	\$671.86	10420 CORTE DE SEVILLE	CUPERTINO
375-05-019	01	SFR	1	\$671.86	19340 CALLE DE BARCELONA	CUPERTINO
375-05-020	01	SFR	1	\$671.86	10411 FINCH AVE	CUPERTINO
375-05-021	01	SFR	1	\$671.86	10421 FINCH AVE	CUPERTINO
375-05-022	01	SFR	1	\$671.86	10431 FINCH AVE	CUPERTINO
375-05-023	01	SFR	1	\$671.86	10441 FINCH AVE	CUPERTINO
375-05-024	01	SFR	1	\$671.86	10451 FINCH AVE	CUPERTINO
375-05-025	01	SFR	1	\$671.86	10465 FINCH AVE	CUPERTINO
375-05-026	01	SFR	1	\$671.86	19323 PHIL LN	CUPERTINO
375-05-027	01	SFR	1	\$671.86	19337 PHIL LN	CUPERTINO
375-05-028	01	SFR	1	\$671.86	19349 PHIL LN	CUPERTINO
375-05-029	01	SFR	1	\$671.86	19361 PHIL LN	CUPERTINO
375-05-030	01	SFR	1	\$671.86	19373 PHIL LN	CUPERTINO
375-05-031	01	SFR	1	\$671.86	19385 PHIL LN	CUPERTINO
375-05-032	01	SFR	1	\$671.86	19397 PHIL LN	CUPERTINO
375-05-033	01	SFR	1	\$671.86	19409 PHIL LN	CUPERTINO
375-05-034	01	SFR	1	\$671.86	19421 PHIL LN	CUPERTINO
375-05-035	01	SFR	1	\$671.86	19433 PHIL LN	CUPERTINO
375-05-036	01	SFR	1	\$671.86	19445 PHIL LN	CUPERTINO
375-05-037	01	SFR	1	\$671.86	10466 MILLER AVE	CUPERTINO
375-05-038	01	SFR	1	\$671.86	10450 MILLER AVE	CUPERTINO
375-05-039	01	SFR	1	\$671.86	10440 MILLER AVE	CUPERTINO
375-05-040	01	SFR	1	\$671.86	10430 MILLER AVE	CUPERTINO
375-05-041	01	SFR	1	\$671.86	10420 MILLER AVE	CUPERTINO
375-05-042	01	SFR	1	\$671.86	10410 MILLER AVE	CUPERTINO
375-06-005	59	PRO	0	\$9,480.36	19200 STEVENS CREEK BLVD	CUPERTINO
375-06-006	59	PRO	0	\$8,119.20	19300 STEVENS CREEK BLVD	CUPERTINO
375-06-007	59	PRO	0	\$1,964.12	19220 STEVENS CREEK BLVD	CUPERTINO
375-07-003	58	COM	0	\$3,827.88	19110 STEVENS CREEK BLVD	CUPERTINO
375-07-004	59	PRO	0	\$250.74	10025 S TANTAU AVE	CUPERTINO
375-07-005	01	SFR	1	\$671.86	10039 S TANTAU AVE	CUPERTINO
375-07-006	01	SFR	1	\$671.86	10053 S TANTAU AVE	CUPERTINO
375-07-007	01	SFR	1	\$671.86	10067 S TANTAU AVE	CUPERTINO
375-07-008	01	SFR	1	\$671.86	10081 S TANTAU AVE	CUPERTINO
375-07-009	01	SFR	1	\$671.86	19133 ANNE LN	CUPERTINO
375-07-010	01	SFR	1	\$671.86	19147 ANNE LN	CUPERTINO
375-07-011	01	SFR	1	\$671.86	19161 ANNE LN	CUPERTINO

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
375-07-012	01	SFR	1	\$671.86	19160 ANNE LN	CUPERTINO
375-07-013	01	SFR	1	\$671.86	19146 ANNE LN	CUPERTINO
375-07-014	01	SFR	1	\$671.86	19132 ANNE LN	CUPERTINO
375-07-015	01	SFR	1	\$671.86	10109 S TANTAU AVE	CUPERTINO
375-07-016	01	SFR	1	\$671.86	10123 S TANTAU AVE	CUPERTINO
375-07-017	01	SFR	1	\$671.86	10133 S TANTAU AVE	CUPERTINO
375-07-018	01	SFR	1	\$671.86	10149 S TANTAU AVE	CUPERTINO
375-07-019	01	SFR	1	\$671.86	19133 COZETTE LN	CUPERTINO
375-07-020	01	SFR	1	\$671.86	19147 COZETTE LN	CUPERTINO
375-07-021	01	SFR	1	\$671.86	19161 COZETTE LN	CUPERTINO
375-07-022	01	SFR	1	\$671.86	19160 COZETTE LN	CUPERTINO
375-07-023	01	SFR	1	\$671.86	19146 COZETTE LN	CUPERTINO
375-07-024	01	SFR	1	\$671.86	19132 COZETTE LN	CUPERTINO
375-07-025	01	SFR	1	\$671.86	10175 S TANTAU AVE	CUPERTINO
375-07-026	01	SFR	1	\$671.86	10189 S TANTAU AVE	CUPERTINO
375-07-027	01	SFR	1	\$671.86	10203 S TANTAU AVE	CUPERTINO
375-07-028	01	SFR	1	\$671.86	10217 S TANTAU AVE	CUPERTINO
375-07-029	01	SFR	1	\$671.86	19131 LOREE AVE	CUPERTINO
375-07-030	01	SFR	1	\$671.86	19147 LOREE AVE	CUPERTINO
375-07-031	01	SFR	1	\$671.86	19161 LOREE AVE	CUPERTINO
375-07-032	01	SFR	1	\$671.86	10218 S TANTAU AVE	CUPERTINO
375-07-033	01	SFR	1	\$671.86	10204 S TANTAU AVE	CUPERTINO
375-07-034	01	SFR	1	\$671.86	10190 S TANTAU AVE	CUPERTINO
375-07-035	01	SFR	1	\$671.86	10176 S TANTAU AVE	CUPERTINO
375-07-036	01	SFR	1	\$671.86	10162 S TANTAU AVE	CUPERTINO
375-07-037	01	SFR	1	\$671.86	10148 S TANTAU AVE	CUPERTINO
375-07-038	01	SFR	1	\$671.86	10134 S TANTAU AVE	CUPERTINO
375-07-039	01	SFR	1	\$671.86	10122 S TANTAU AVE	CUPERTINO
375-07-040	01	SFR	1	\$671.86	10108 S TANTAU AVE	CUPERTINO
375-07-041	01	SFR	1	\$671.86	10094 S TANTAU AVE	CUPERTINO
375-07-042	01	SFR	1	\$671.86	10080 S TANTAU AVE	CUPERTINO
375-07-043	01	SFR	1	\$671.86	10066 S TANTAU AVE	CUPERTINO
375-07-044	01	SFR	1	\$671.86	10052 S TANTAU AVE	CUPERTINO
375-07-045	52	COM	0	\$8,633.30	10029 JUDY AVE	CUPERTINO
375-07-046	52	COM	0	\$10,660.44	19050 STEVENS CREEK BLVD	CUPERTINO
375-07-047	01	SFR	1	\$671.86	10053 JUDY AVE	CUPERTINO
375-07-048	01	SFR	1	\$671.86	10067 JUDY AVE	CUPERTINO
375-07-049	01	SFR	1	\$671.86	10089 JUDY AVE	CUPERTINO
375-07-050	01	SFR	1	\$671.86	10095 JUDY AVE	CUPERTINO
375-07-051	01	SFR	1	\$671.86	10109 JUDY AVE	CUPERTINO
375-07-052	01	SFR	1	\$671.86	10123 JUDY AVE	CUPERTINO
375-07-053	01	SFR	1	\$671.86	10135 JUDY AVE	CUPERTINO
375-07-054	01	SFR	1	\$671.86	10149 JUDY AVE	CUPERTINO
375-07-055	01	SFR	1	\$671.86	10163 JUDY AVE	CUPERTINO
375-07-056	01	SFR	1	\$671.86	10177 JUDY AVE	CUPERTINO

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
375-07-057	01	SFR	1	\$671.86	10191 JUDY AVE	CUPERTINO
375-07-058	01	SFR	1	\$671.86	10205 JUDY AVE	CUPERTINO
375-07-059	01	SFR	1	\$671.86	10219 JUDY AVE	CUPERTINO
375-07-060	04	MFR	40	\$18,635.20	19140 STEVENS CREEK BLVD	CUPERTINO
375-08-001	01	SFR	1	\$671.86	19160 LOREE AVE	CUPERTINO
375-08-002	01	SFR	1	\$671.86	19148 LOREE AVE	CUPERTINO
375-08-003	01	SFR	1	\$671.86	19132 LOREE AVE	CUPERTINO
375-08-004	01	SFR	1	\$671.86	10251 S TANTAU AVE	CUPERTINO
375-08-005	01	SFR	1	\$671.86	10265 S TANTAU AVE	CUPERTINO
375-08-006	01	SFR	1	\$671.86	10279 S TANTAU AVE	CUPERTINO
375-08-007	01	SFR	1	\$671.86	10293 S TANTAU AVE	CUPERTINO
375-08-008	01	SFR	1	\$671.86	19133 MURIEL LN	CUPERTINO
375-08-009	01	SFR	1	\$671.86	19147 MURIEL LN	CUPERTINO
375-08-010	01	SFR	1	\$671.86	19161 MURIEL LN	CUPERTINO
375-08-011	01	SFR	1	\$671.86	19160 MURIEL LN	CUPERTINO
375-08-012	01	SFR	1	\$671.86	19146 MURIEL LN	CUPERTINO
375-08-013	01	SFR	1	\$671.86	19132 MURIEL LN	CUPERTINO
375-08-014	01	SFR	1	\$671.86	10311 S TANTAU AVE	CUPERTINO
375-08-015	01	SFR	1	\$671.86	10325 S TANTAU AVE	CUPERTINO
375-08-016	01	SFR	1	\$671.86	10339 S TANTAU AVE	CUPERTINO
375-08-017	01	SFR	1	\$671.86	10351 S TANTAU AVE	CUPERTINO
375-08-018	01	SFR	1	\$671.86	19133 TWIG LN	CUPERTINO
375-08-019	01	SFR	1	\$671.86	19147 TWIG LN	CUPERTINO
375-08-020	01	SFR	1	\$671.86	19161 TWIG LN	CUPERTINO
375-08-021	01	SFR	1	\$671.86	19160 TWIG LN	CUPERTINO
375-08-022	01	SFR	1	\$671.86	19146 TWIG LN	CUPERTINO
375-08-023	01	SFR	1	\$671.86	19132 TWIG LN	CUPERTINO
375-08-024	01	SFR	1	\$671.86	10375 S TANTAU AVE	CUPERTINO
375-08-025	01	SFR	1	\$671.86	10385 S TANTAU AVE	CUPERTINO
375-08-026	01	SFR	1	\$671.86	10399 S TANTAU AVE	CUPERTINO
375-08-027	01	SFR	1	\$671.86	10421 S TANTAU AVE	CUPERTINO
375-08-028	01	SFR	1	\$671.86	19145 TILSON AVE	CUPERTINO
375-08-029	01	SFR	1	\$671.86	19161 TILSON AVE	CUPERTINO
375-08-030	01	SFR	1	\$671.86	10394 S TANTAU AVE	CUPERTINO
375-08-031	01	SFR	1	\$671.86	10380 S TANTAU AVE	CUPERTINO
375-08-032	01	SFR	1	\$671.86	10374 S TANTAU AVE	CUPERTINO
375-08-033	01	SFR	1	\$671.86	10362 S TANTAU AVE	CUPERTINO
375-08-034	01	SFR	1	\$671.86	10348 S TANTAU AVE	CUPERTINO
375-08-035	01	SFR	1	\$671.86	10334 S TANTAU AVE	CUPERTINO
375-08-036	01	SFR	1	\$671.86	10320 S TANTAU AVE	CUPERTINO
375-08-037	01	SFR	1	\$671.86	10306 S TANTAU AVE	CUPERTINO
375-08-038	01	SFR	1	\$671.86	10292 S TANTAU AVE	CUPERTINO
375-08-039	01	SFR	1	\$671.86	10278 S TANTAU AVE	CUPERTINO
375-08-040	01	SFR	1	\$671.86	10264 S TANTAU AVE	CUPERTINO
375-08-041	01	SFR	1	\$671.86	10250 S TANTAU AVE	CUPERTINO

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
375-08-042	01	SFR	1	\$671.86	10251 JUDY AVE	CUPERTINO
375-08-043	01	SFR	1	\$671.86	10265 JUDY AVE	CUPERTINO
375-08-044	01	SFR	1	\$671.86	10279 JUDY AVE	CUPERTINO
375-08-045	01	SFR	1	\$671.86	10293 JUDY AVE	CUPERTINO
375-08-046	01	SFR	1	\$671.86	10307 JUDY AVE	CUPERTINO
375-08-047	01	SFR	1	\$671.86	10321 JUDY AVE	CUPERTINO
375-08-048	01	SFR	1	\$671.86	10335 JUDY AVE	CUPERTINO
375-08-049	01	SFR	1	\$671.86	10349 JUDY AVE	CUPERTINO
375-08-050	01	SFR	1	\$671.86	10363 JUDY AVE	CUPERTINO
375-08-051	01	SFR	1	\$671.86	10377 JUDY AVE	CUPERTINO
375-08-052	01	SFR	1	\$671.86	10381 JUDY AVE	CUPERTINO
375-08-053	01	SFR	1	\$671.86	10395 JUDY AVE	CUPERTINO
375-08-054	02	SFR	2	\$1,343.74	19061 TILSON AVE	CUPERTINO
375-08-055	01	SFR	2	\$1,343.74	19075 TILSON AVE	CUPERTINO
375-08-056	01	SFR	2	\$1,343.74	19089 TILSON AVE	CUPERTINO
375-08-057	01	SFR	1	\$671.86	10418 S TANTAU AVE	CUPERTINO
375-09-001	01	SFR	2	\$1,343.74	19112 TILSON AVE	CUPERTINO
375-09-002	01	SFR	1	\$671.86	19098 TILSON AVE	CUPERTINO
375-09-003	01	SFR	1	\$671.86	19084 TILSON AVE	CUPERTINO
375-09-004	01	SFR	1	\$671.86	19070 TILSON AVE	CUPERTINO
375-09-005	01	SFR	1	\$671.86	19056 TILSON AVE	CUPERTINO
375-09-006	01	SFR	1	\$671.86	19042 TILSON AVE	CUPERTINO
375-09-007	01	SFR	1	\$671.86	19028 TILSON AVE	CUPERTINO
375-09-008	01	SFR	1	\$671.86	19014 TILSON AVE	CUPERTINO
375-09-009	01	SFR	1	\$671.86	19000 TILSON AVE	CUPERTINO
375-09-010	01	SFR	1	\$671.86	18986 TILSON AVE	CUPERTINO
375-09-011	01	SFR	1	\$671.86	18970 TILSON AVE	CUPERTINO
375-09-012	01	SFR	1	\$671.86	18964 TILSON AVE	CUPERTINO
375-09-013	01	SFR	1	\$671.86	18956 TILSON AVE	CUPERTINO
375-09-014	01	SFR	1	\$671.86	18948 TILSON AVE	CUPERTINO
375-09-015	01	SFR	1	\$671.86	18940 TILSON AVE	CUPERTINO
375-09-017	01	SFR	1	\$671.86	18920 TILSON AVE	CUPERTINO
375-09-018	01	SFR	1	\$671.86	10465 MORETTI DR	CUPERTINO
375-09-019	01	SFR	1	\$671.86	10491 MORETTI DR	CUPERTINO
375-09-020	01	SFR	1	\$671.86	18921 BARNHART AVE	CUPERTINO
375-09-021	01	SFR	1	\$671.86	18931 BARNHART AVE	CUPERTINO
375-09-023	01	SFR	1	\$671.86	18941 BARNHART AVE	CUPERTINO
375-09-024	01	SFR	1	\$671.86	18951 BARNHART AVE	CUPERTINO
375-09-025	01	SFR	2	\$1,343.74	18945 BARNHART AVE	CUPERTINO
375-09-026	01	SFR	1	\$671.86	18961 BARNHART AVE	CUPERTINO
375-09-027	01	SFR	1	\$671.86	18969 BARNHART AVE	CUPERTINO
375-09-028	01	SFR	1	\$671.86	18977 BARNHART AVE	CUPERTINO
375-09-029	01	SFR	1	\$671.86	18985 BARNHART AVE	CUPERTINO
375-09-030	01	SFR	1	\$671.86	18993 BARNHART AVE	CUPERTINO
375-09-031	01	SFR	1	\$671.86	19001 BARNHART AVE	CUPERTINO

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
375-09-032	01	SFR	1	\$671.86	19011 BARNHART AVE	CUPERTINO
375-09-033	01	SFR	1	\$671.86	19021 BARNHART AVE	CUPERTINO
375-09-034	01	SFR	1	\$671.86	19031 BARNHART AVE	CUPERTINO
375-09-035	01	SFR	1	\$671.86	19041 BARNHART AVE	CUPERTINO
375-09-036	01	SFR	1	\$671.86	19051 BARNHART AVE	CUPERTINO
375-09-037	01	SFR	1	\$671.86	19061 BARNHART AVE	CUPERTINO
375-09-038	01	SFR	1	\$671.86	19071 BARNHART AVE	CUPERTINO
375-09-039	01	SFR	1	\$671.86	19081 BARNHART AVE	CUPERTINO
375-09-040	01	SFR	1	\$671.86	19091 BARNHART AVE	CUPERTINO
375-09-041	01	SFR	1	\$671.86	19101 BARNHART AVE	CUPERTINO
375-09-042	01	SFR	1	\$671.86	19111 BARNHART AVE	CUPERTINO
375-09-043	01	SFR	1	\$671.86	19121 BARNHART AVE	CUPERTINO
375-09-044	01	SFR	1	\$671.86	19131 BARNHART AVE	CUPERTINO
375-09-045	01	SFR	1	\$671.86	19141 BARNHART AVE	CUPERTINO
375-09-046	01	SFR	1	\$671.86	10490 S TANTAU AVE	CUPERTINO
375-09-047	01	SFR	1	\$671.86	10478 S TANTAU AVE	CUPERTINO
375-09-048	01	SFR	1	\$671.86	10466 S TANTAU AVE	CUPERTINO
375-09-049	01	SFR	1	\$671.86	18930 TILSON AVE	CUPERTINO
375-10-001	01	SFR	1	\$671.86	10422 JUDY AVE	CUPERTINO
375-10-002	01	SFR	1	\$671.86	10408 JUDY AVE	CUPERTINO
375-10-003	01	SFR	1	\$671.86	10394 JUDY AVE	CUPERTINO
375-10-004	01	SFR	1	\$671.86	10380 JUDY AVE	CUPERTINO
375-10-005	01	SFR	1	\$671.86	10376 JUDY AVE	CUPERTINO
375-10-006	01	SFR	1	\$671.86	10362 JUDY AVE	CUPERTINO
375-10-007	01	SFR	1	\$671.86	10348 JUDY AVE	CUPERTINO
375-10-008	01	SFR	1	\$671.86	10334 JUDY AVE	CUPERTINO
375-10-009	01	SFR	1	\$671.86	10320 JUDY AVE	CUPERTINO
375-10-010	01	SFR	1	\$671.86	10306 JUDY AVE	CUPERTINO
375-10-011	01	SFR	1	\$671.86	10292 JUDY AVE	CUPERTINO
375-10-012	01	SFR	1	\$671.86	10278 JUDY AVE	CUPERTINO
375-10-013	01	SFR	1	\$671.86	10264 JUDY AVE	CUPERTINO
375-10-014	01	SFR	1	\$671.86	19040 LOREE AVE	CUPERTINO
375-10-015	01	SFR	1	\$671.86	10251 BRET AVE	CUPERTINO
375-10-016	01	SFR	1	\$671.86	10265 BRET AVE	CUPERTINO
375-10-017	01	SFR	1	\$671.86	10279 BRET AVE	CUPERTINO
375-10-018	01	SFR	1	\$671.86	10293 BRET AVE	CUPERTINO
375-10-019	01	SFR	1	\$671.86	10307 BRET AVE	CUPERTINO
375-10-020	01	SFR	1	\$671.86	10321 BRET AVE	CUPERTINO
375-10-021	01	SFR	1	\$671.86	10335 BRET AVE	CUPERTINO
375-10-022	01	SFR	1	\$671.86	10349 BRET AVE	CUPERTINO
375-10-023	01	SFR	1	\$671.86	10363 BRET AVE	CUPERTINO
375-10-024	01	SFR	1	\$671.86	10377 BRET AVE	CUPERTINO
375-10-025	01	SFR	1	\$671.86	10381 BRET AVE	CUPERTINO
375-10-026	01	SFR	1	\$671.86	10395 BRET AVE	CUPERTINO
375-10-027	01	SFR	1	\$671.86	10409 BRET AVE	CUPERTINO

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
375-10-028	01	SFR	1	\$671.86	10423 BRET AVE	CUPERTINO
375-10-029	01	SFR	1	\$671.86	10422 BRET AVE	CUPERTINO
375-10-030	01	SFR	1	\$671.86	10408 BRET AVE	CUPERTINO
375-10-031	01	SFR	1	\$671.86	10394 BRET AVE	CUPERTINO
375-10-032	01	SFR	1	\$671.86	10380 BRET AVE	CUPERTINO
375-10-033	01	SFR	1	\$671.86	10376 BRET AVE	CUPERTINO
375-10-034	01	SFR	1	\$671.86	10362 BRET AVE	CUPERTINO
375-10-035	01	SFR	1	\$671.86	10348 BRET AVE	CUPERTINO
375-10-036	01	SFR	1	\$671.86	10334 BRET AVE	CUPERTINO
375-10-037	01	SFR	1	\$671.86	10320 BRET AVE	CUPERTINO
375-10-038	01	SFR	1	\$671.86	10306 BRET AVE	CUPERTINO
375-10-039	01	SFR	1	\$671.86	10292 BRET AVE	CUPERTINO
375-10-040	01	SFR	1	\$671.86	10278 BRET AVE	CUPERTINO
375-10-041	01	SFR	1	\$671.86	10264 BRET AVE	CUPERTINO
375-10-042	01	SFR	1	\$671.86	10250 BRET AVE	CUPERTINO
375-10-043	01	SFR	1	\$671.86	18964 LOREE AVE	CUPERTINO
375-10-044	01	SFR	1	\$671.86	10265 STERN AVE	CUPERTINO
375-10-045	01	SFR	1	\$671.86	10275 STERN AVE	CUPERTINO
375-10-046	01	SFR	1	\$671.86	10285 STERN AVE	CUPERTINO
375-10-047	01	SFR	1	\$671.86	10295 STERN AVE	CUPERTINO
375-10-048	01	SFR	1	\$671.86	10305 STERN AVE	CUPERTINO
375-10-049	01	SFR	1	\$671.86	10315 STERN AVE	CUPERTINO
375-10-050	01	SFR	1	\$671.86	10325 STERN AVE	CUPERTINO
375-10-051	01	SFR	1	\$671.86	10335 STERN AVE	CUPERTINO
375-10-052	01	SFR	1	\$671.86	10345 STERN AVE	CUPERTINO
375-10-053	01	SFR	1	\$671.86	10355 STERN AVE	CUPERTINO
375-10-054	01	SFR	1	\$671.86	10365 STERN AVE	CUPERTINO
375-10-055	01	SFR	1	\$671.86	10375 STERN AVE	CUPERTINO
375-10-056	01	SFR	1	\$671.86	10385 STERN AVE	CUPERTINO
375-10-057	01	SFR	1	\$671.86	10395 STERN AVE	CUPERTINO
375-10-058	01	SFR	1	\$671.86	10405 STERN AVE	CUPERTINO
375-10-059	01	SFR	1	\$671.86	10415 STERN AVE	CUPERTINO
375-10-060	01	SFR	1	\$671.86	10425 STERN AVE	CUPERTINO
375-10-061	01	SFR	1	\$671.86	18965 TILSON AVE	CUPERTINO
375-11-001	01	SFR	1	\$671.86	10218 JUDY AVE	CUPERTINO
375-11-002	01	SFR	1	\$671.86	10204 JUDY AVE	CUPERTINO
375-11-003	01	SFR	1	\$671.86	10190 JUDY AVE	CUPERTINO
375-11-004	01	SFR	1	\$671.86	10176 JUDY AVE	CUPERTINO
375-11-005	01	SFR	1	\$671.86	10162 JUDY AVE	CUPERTINO
375-11-006	01	SFR	1	\$671.86	10148 JUDY AVE	CUPERTINO
375-11-007	01	SFR	1	\$671.86	10134 JUDY AVE	CUPERTINO
375-11-008	01	SFR	1	\$671.86	10122 JUDY AVE	CUPERTINO
375-11-009	01	SFR	1	\$671.86	10108 JUDY AVE	CUPERTINO
375-11-010	01	SFR	1	\$671.86	10094 JUDY AVE	CUPERTINO
375-11-011	01	SFR	1	\$671.86	10080 JUDY AVE	CUPERTINO

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
375-11-012	01	SFR	1	\$671.86	10066 JUDY AVE	CUPERTINO
375-11-013	01	SFR	1	\$671.86	10052 JUDY AVE	CUPERTINO
375-11-014	01	SFR	1	\$671.86	10038 JUDY AVE	CUPERTINO
375-11-019	01	SFR	1	\$671.86	10037 BRET AVE	CUPERTINO
375-11-020	01	SFR	1	\$671.86	10053 BRET AVE	CUPERTINO
375-11-021	01	SFR	1	\$671.86	10065 BRET AVE	CUPERTINO
375-11-022	01	SFR	1	\$671.86	10081 BRET AVE	CUPERTINO
375-11-023	01	SFR	1	\$671.86	10095 BRET AVE	CUPERTINO
375-11-024	01	SFR	1	\$671.86	10109 BRET AVE	CUPERTINO
375-11-025	01	SFR	1	\$671.86	10123 BRET AVE	CUPERTINO
375-11-026	01	SFR	1	\$671.86	10135 BRET AVE	CUPERTINO
375-11-027	01	SFR	1	\$671.86	10149 BRET AVE	CUPERTINO
375-11-028	01	SFR	1	\$671.86	10163 BRET AVE	CUPERTINO
375-11-029	01	SFR	1	\$671.86	10177 BRET AVE	CUPERTINO
375-11-030	01	SFR	1	\$671.86	10191 BRET AVE	CUPERTINO
375-11-031	01	SFR	1	\$671.86	10205 BRET AVE	CUPERTINO
375-11-032	01	SFR	1	\$671.86	10219 BRET AVE	CUPERTINO
375-11-033	01	SFR	1	\$671.86	10218 BRET AVE	CUPERTINO
375-11-034	01	SFR	1	\$671.86	10204 BRET AVE	CUPERTINO
375-11-035	01	SFR	1	\$671.86	10190 BRET AVE	CUPERTINO
375-11-036	01	SFR	1	\$671.86	10176 BRET AVE	CUPERTINO
375-11-037	01	SFR	1	\$671.86	10162 BRET AVE	CUPERTINO
375-11-038	01	SFR	1	\$671.86	10148 BRET AVE	CUPERTINO
375-11-039	01	SFR	1	\$671.86	10134 BRET AVE	CUPERTINO
375-11-040	01	SFR	1	\$671.86	10122 BRET AVE	CUPERTINO
375-11-041	01	SFR	1	\$671.86	10108 BRET AVE	CUPERTINO
375-11-042	01	SFR	1	\$671.86	10094 BRET AVE	CUPERTINO
375-11-043	01	SFR	1	\$671.86	10080 BRET AVE	CUPERTINO
375-11-044	01	SFR	1	\$671.86	10066 BRET AVE	CUPERTINO
375-11-045	01	SFR	1	\$671.86	10052 BRET AVE	CUPERTINO
375-11-046	01	SFR	1	\$671.86	10038 BRET AVE	CUPERTINO
375-11-047	01	SFR	1	\$671.86	10024 BRET AVE	CUPERTINO
375-11-048	01	SFR	1	\$671.86	10010 BRET AVE	CUPERTINO
375-11-054	01	SFR	1	\$671.86	10057 STERN AVE	CUPERTINO
375-11-055	01	SFR	1	\$671.86	10069 STERN AVE	CUPERTINO
375-11-056	01	SFR	1	\$671.86	10081 STERN AVE	CUPERTINO
375-11-057	01	SFR	1	\$671.86	10093 STERN AVE	CUPERTINO
375-11-058	01	SFR	1	\$671.86	10105 STERN AVE	CUPERTINO
375-11-059	01	SFR	1	\$671.86	10117 STERN AVE	CUPERTINO
375-11-060	01	SFR	1	\$671.86	10129 STERN AVE	CUPERTINO
375-11-061	01	SFR	1	\$671.86	10141 STERN AVE	CUPERTINO
375-11-062	01	SFR	1	\$671.86	10151 STERN AVE	CUPERTINO
375-11-063	01	SFR	1	\$671.86	10161 STERN AVE	CUPERTINO
375-11-064	01	SFR	1	\$671.86	10171 STERN AVE	CUPERTINO
375-11-065	01	SFR	1	\$671.86	10181 STERN AVE	CUPERTINO

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
375-11-066	01	SFR	1	\$671.86	10191 STERN AVE	CUPERTINO
375-11-067	01	SFR	1	\$671.86	10201 STERN AVE	CUPERTINO
375-11-068	01	SFR	1	\$671.86	10211 STERN AVE	CUPERTINO
375-11-069	01	SFR	1	\$671.86	10221 STERN AVE	CUPERTINO
375-11-070	01	SFR	1	\$671.86	10231 STERN AVE	CUPERTINO
375-11-071	59	PRO	0	\$2,863.34	19028 STEVENS CREEK BLVD	CUPERTINO
375-11-072	61	COM	0	\$2,334.26	19030 STEVENS CREEK BLVD	CUPERTINO
375-11-073	59	PRO	0	\$4,232.72	18900 STEVENS CREEK BLVD, STE	CUPERTINO
375-12-001	01	SFR	1	\$671.86	10210 STERN AVE	CUPERTINO
375-12-003	01	SFR	1	\$671.86	10190 STERN AVE	CUPERTINO
375-12-004	01	SFR	1	\$671.86	10180 STERN AVE	CUPERTINO
375-12-005	01	SFR	1	\$671.86	10170 STERN AVE	CUPERTINO
375-12-006	01	SFR	1	\$671.86	10160 STERN AVE	CUPERTINO
375-12-007	01	SFR	1	\$671.86	10150 STERN AVE	CUPERTINO
375-12-008	01	SFR	1	\$671.86	10140 STERN AVE	CUPERTINO
375-12-009	01	SFR	1	\$671.86	10128 STERN AVE	CUPERTINO
375-12-010	01	SFR	1	\$671.86	10116 STERN AVE	CUPERTINO
375-12-011	01	SFR	1	\$671.86	10104 STERN AVE	CUPERTINO
375-12-014	58	COM	0	\$607.10	90 STERN AVE	SAN JOSE
375-12-017	61	COM	0	\$113.42	5696 STEVENS CREEK BLVD	SAN JOSE
375-12-025	01	SFR	1	\$671.86	10145 CALVERT DR	CUPERTINO
375-12-026	01	SFR	1	\$671.86	18771 ARATA WAY	CUPERTINO
375-12-027	01	SFR	1	\$671.86	18781 ARATA WAY	CUPERTINO
375-12-028	01	SFR	1	\$671.86	18791 ARATA WAY	CUPERTINO
375-12-029	01	SFR	1	\$671.86	18801 ARATA WAY	CUPERTINO
375-12-030	01	SFR	1	\$671.86	18811 ARATA WAY	CUPERTINO
375-12-031	01	SFR	1	\$671.86	18821 ARATA WAY	CUPERTINO
375-12-032	01	SFR	1	\$671.86	18831 ARATA WAY	CUPERTINO
375-12-033	01	SFR	1	\$671.86	18841 ARATA WAY	CUPERTINO
375-12-034	01	SFR	1	\$671.86	18851 ARATA WAY	CUPERTINO
375-12-035	01	SFR	1	\$671.86	18861 ARATA WAY	CUPERTINO
375-12-036	01	SFR	1	\$671.86	18871 ARATA WAY	CUPERTINO
375-12-037	01	SFR	1	\$671.86	18881 ARATA WAY	CUPERTINO
375-12-038	01	SFR	1	\$671.86	18891 ARATA WAY	CUPERTINO
375-12-039	01	SFR	1	\$671.86	18901 ARATA WAY	CUPERTINO
375-12-040	01	SFR	1	\$671.86	18911 ARATA WAY	CUPERTINO
375-12-041	01	SFR	1	\$671.86	18921 ARATA WAY	CUPERTINO
375-12-042	01	SFR	1	\$671.86	10240 STERN AVE	CUPERTINO
375-12-043	01	SFR	1	\$671.86	10092 STERN AVE	CUPERTINO
375-12-044	01	SFR	1	\$671.86	10080 STERN AVE	CUPERTINO
375-13-001	01	SFR	1	\$671.86	18921 LOREE AVE	CUPERTINO
375-13-002	01	SFR	1	\$671.86	18916 ARATA WAY	CUPERTINO
375-13-003	01	SFR	1	\$671.86	18904 ARATA WAY	CUPERTINO
375-13-004	01	SFR	1	\$671.86	18892 ARATA WAY	CUPERTINO
375-13-005	01	SFR	1	\$671.86	18880 ARATA WAY	CUPERTINO

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
375-13-006	01	SFR	1	\$671.86	18868 ARATA WAY	CUPERTINO
375-13-007	01	SFR	1	\$671.86	18856 ARATA WAY	CUPERTINO
375-13-008	01	SFR	1	\$671.86	18844 ARATA WAY	CUPERTINO
375-13-009	01	SFR	1	\$671.86	18832 ARATA WAY	CUPERTINO
375-13-010	01	SFR	1	\$671.86	18820 ARATA WAY	CUPERTINO
375-13-011	01	SFR	1	\$671.86	18808 ARATA WAY	CUPERTINO
375-13-012	01	SFR	1	\$671.86	18796 ARATA WAY	CUPERTINO
375-13-013	01	SFR	1	\$671.86	18784 ARATA WAY	CUPERTINO
375-13-014	01	SFR	1	\$671.86	18772 ARATA WAY	CUPERTINO
375-13-015	01	SFR	1	\$671.86	18760 ARATA WAY	CUPERTINO
375-13-016	01	SFR	1	\$671.86	18761 LOREE AVE	CUPERTINO
375-13-017	01	SFR	1	\$671.86	18771 LOREE AVE	CUPERTINO
375-13-018	01	SFR	1	\$671.86	18781 LOREE AVE	CUPERTINO
375-13-019	01	SFR	1	\$671.86	18791 LOREE AVE	CUPERTINO
375-13-020	01	SFR	1	\$671.86	18801 LOREE AVE	CUPERTINO
375-13-021	01	SFR	1	\$671.86	18811 LOREE AVE	CUPERTINO
375-13-022	01	SFR	1	\$671.86	18821 LOREE AVE	CUPERTINO
375-13-023	01	SFR	1	\$671.86	18831 LOREE AVE	CUPERTINO
375-13-024	01	SFR	1	\$671.86	18841 LOREE AVE	CUPERTINO
375-13-025	01	SFR	1	\$671.86	18851 LOREE AVE	CUPERTINO
375-13-026	01	SFR	1	\$671.86	18861 LOREE AVE	CUPERTINO
375-13-027	01	SFR	1	\$671.86	18871 LOREE AVE	CUPERTINO
375-13-028	01	SFR	1	\$671.86	18881 LOREE AVE	CUPERTINO
375-13-029	01	SFR	1	\$671.86	18891 LOREE AVE	CUPERTINO
375-13-030	01	SFR	1	\$671.86	18901 LOREE AVE	CUPERTINO
375-14-001	02	SFR	2	\$1,343.74	18920 LOREE AVE, A	CUPERTINO
375-14-002	01	SFR	1	\$671.86	10275 MORETTI DR	CUPERTINO
375-14-003	01	SFR	1	\$671.86	10285 MORETTI DR	CUPERTINO
375-14-004	01	SFR	1	\$671.86	10295 MORETTI DR	CUPERTINO
375-14-005	01	SFR	1	\$671.86	10305 MORETTI DR	CUPERTINO
375-14-006	01	SFR	1	\$671.86	10315 MORETTI DR	CUPERTINO
375-14-007	01	SFR	1	\$671.86	10325 MORETTI DR	CUPERTINO
375-14-008	01	SFR	1	\$671.86	10335 MORETTI DR	CUPERTINO
375-14-009	01	SFR	1	\$671.86	10345 MORETTI DR	CUPERTINO
375-14-010	01	SFR	1	\$671.86	10355 MORETTI DR	CUPERTINO
375-14-011	01	SFR	1	\$671.86	10365 MORETTI DR	CUPERTINO
375-14-012	01	SFR	1	\$671.86	10375 MORETTI DR	CUPERTINO
375-14-013	01	SFR	1	\$671.86	10385 MORETTI DR	CUPERTINO
375-14-014	01	SFR	1	\$671.86	10395 MORETTI DR	CUPERTINO
375-14-015	01	SFR	1	\$671.86	10405 MORETTI DR	CUPERTINO
375-14-016	01	SFR	1	\$671.86	10415 MORETTI DR	CUPERTINO
375-14-017	01	SFR	1	\$671.86	10425 MORETTI DR	CUPERTINO
375-14-018	01	SFR	1	\$671.86	10435 MORETTI DR	CUPERTINO
375-14-019	01	SFR	1	\$671.86	18915 TILSON AVE	CUPERTINO
375-14-020	01	SFR	1	\$671.86	18945 TILSON AVE	CUPERTINO

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
375-14-021	01	SFR	1	\$671.86	10430 STERN AVE	CUPERTINO
375-14-022	01	SFR	1	\$671.86	10420 STERN AVE	CUPERTINO
375-14-023	01	SFR	1	\$671.86	10410 STERN AVE	CUPERTINO
375-14-024	01	SFR	1	\$671.86	10400 STERN AVE	CUPERTINO
375-14-025	01	SFR	1	\$671.86	10390 STERN AVE	CUPERTINO
375-14-026	01	SFR	1	\$671.86	10380 STERN AVE	CUPERTINO
375-14-027	01	SFR	1	\$671.86	10370 STERN AVE	CUPERTINO
375-14-028	01	SFR	1	\$671.86	10360 STERN AVE	CUPERTINO
375-14-029	01	SFR	1	\$671.86	10350 STERN AVE	CUPERTINO
375-14-030	01	SFR	1	\$671.86	10340 STERN AVE	CUPERTINO
375-14-031	01	SFR	1	\$671.86	10330 STERN AVE	CUPERTINO
375-14-032	01	SFR	1	\$671.86	10320 STERN AVE	CUPERTINO
375-14-033	01	SFR	1	\$671.86	10310 STERN AVE	CUPERTINO
375-14-034	01	SFR	1	\$671.86	10300 STERN AVE	CUPERTINO
375-14-035	01	SFR	1	\$671.86	10290 STERN AVE	CUPERTINO
375-14-036	01	SFR	1	\$671.86	10280 STERN AVE	CUPERTINO
375-14-037	01	SFR	1	\$671.86	10270 STERN AVE	CUPERTINO
375-14-038	01	SFR	1	\$671.86	18940 LOREE AVE	CUPERTINO
375-15-001	01	SFR	1	\$671.86	10411 MENHART LN	CUPERTINO
375-15-002	01	SFR	1	\$671.86	10390 MORETTI DR	CUPERTINO
375-15-003	01	SFR	1	\$671.86	10380 MORETTI DR	CUPERTINO
375-15-004	01	SFR	1	\$671.86	10370 MORETTI DR	CUPERTINO
375-15-005	01	SFR	1	\$671.86	10360 MORETTI DR	CUPERTINO
375-15-006	01	SFR	1	\$671.86	10350 MORETTI DR	CUPERTINO
375-15-007	01	SFR	1	\$671.86	10340 MORETTI DR	CUPERTINO
375-15-008	01	SFR	1	\$671.86	10330 MORETTI DR	CUPERTINO
375-15-009	01	SFR	1	\$671.86	10320 MORETTI DR	CUPERTINO
375-15-010	01	SFR	1	\$671.86	10310 MORETTI DR	CUPERTINO
375-15-011	01	SFR	1	\$671.86	10300 MORETTI DR	CUPERTINO
375-15-012	01	SFR	1	\$671.86	10290 MORETTI DR	CUPERTINO
375-15-013	01	SFR	1	\$671.86	10280 MORETTI DR	CUPERTINO
375-15-014	01	SFR	1	\$671.86	18896 LOREE AVE	CUPERTINO
375-15-015	01	SFR	1	\$671.86	18884 LOREE AVE	CUPERTINO
375-15-016	01	SFR	1	\$671.86	18872 LOREE AVE	CUPERTINO
375-15-017	01	SFR	1	\$671.86	18860 LOREE AVE	CUPERTINO
375-15-018	01	SFR	1	\$671.86	18848 LOREE AVE	CUPERTINO
375-15-019	01	SFR	1	\$671.86	18836 LOREE AVE	CUPERTINO
375-15-020	01	SFR	1	\$671.86	18824 LOREE AVE	CUPERTINO
375-15-021	01	SFR	1	\$671.86	18812 LOREE AVE	CUPERTINO
375-15-022	01	SFR	1	\$671.86	18800 LOREE AVE	CUPERTINO
375-15-023	01	SFR	1	\$671.86	18790 LOREE AVE	CUPERTINO
375-15-024	01	SFR	1	\$671.86	18780 LOREE AVE	CUPERTINO
375-15-025	01	SFR	1	\$671.86	18770 LOREE AVE	CUPERTINO
375-15-026	01	SFR	1	\$671.86	18760 LOREE AVE	CUPERTINO
375-15-027	01	SFR	1	\$671.86	10265 MENHART LN	CUPERTINO

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
375-15-028	01	SFR	1	\$671.86	10271 MENHART LN	CUPERTINO
375-15-029	01	SFR	1	\$671.86	10277 MENHART LN	CUPERTINO
375-15-030	01	SFR	1	\$671.86	10283 MENHART LN	CUPERTINO
375-15-031	01	SFR	1	\$671.86	10289 MENHART LN	CUPERTINO
375-15-032	01	SFR	1	\$671.86	10295 MENHART LN	CUPERTINO
375-15-033	01	SFR	1	\$671.86	10301 MENHART LN	CUPERTINO
375-15-034	01	SFR	1	\$671.86	10307 MENHART LN	CUPERTINO
375-15-035	01	SFR	1	\$671.86	10313 MENHART LN	CUPERTINO
375-15-036	01	SFR	1	\$671.86	10319 MENHART LN	CUPERTINO
375-15-037	01	SFR	1	\$671.86	10325 MENHART LN	CUPERTINO
375-15-038	01	SFR	1	\$671.86	10331 MENHART LN	CUPERTINO
375-15-039	01	SFR	1	\$671.86	10337 MENHART LN	CUPERTINO
375-15-040	01	SFR	1	\$671.86	10343 MENHART LN	CUPERTINO
375-15-041	01	SFR	1	\$671.86	10349 MENHART LN	CUPERTINO
375-15-042	01	SFR	1	\$671.86	10355 MENHART LN	CUPERTINO
375-15-043	01	SFR	1	\$671.86	10361 MENHART LN	CUPERTINO
375-15-044	01	SFR	1	\$671.86	10367 MENHART LN	CUPERTINO
375-15-045	01	SFR	1	\$671.86	10373 MENHART LN	CUPERTINO
375-15-046	01	SFR	1	\$671.86	10379 MENHART LN	CUPERTINO
375-15-047	01	SFR	1	\$671.86	10385 MENHART LN	CUPERTINO
375-15-048	01	SFR	1	\$671.86	10391 MENHART LN	CUPERTINO
375-15-049	01	SFR	1	\$671.86	10401 MENHART LN	CUPERTINO
375-16-001	01	SFR	1	\$671.86	10420 MORETTI DR	CUPERTINO
375-16-002	01	SFR	1	\$671.86	10416 MENHART LN	CUPERTINO
375-16-003	01	SFR	1	\$671.86	10412 MENHART LN	CUPERTINO
375-16-004	01	SFR	1	\$671.86	10408 MENHART LN	CUPERTINO
375-16-005	01	SFR	1	\$671.86	10404 MENHART LN	CUPERTINO
375-16-006	01	SFR	1	\$671.86	10400 MENHART LN	CUPERTINO
375-16-007	01	SFR	1	\$671.86	10396 MENHART LN	CUPERTINO
375-16-008	01	SFR	1	\$671.86	10392 MENHART LN	CUPERTINO
375-16-009	01	SFR	1	\$671.86	10388 MENHART LN	CUPERTINO
375-16-010	01	SFR	1	\$671.86	10382 MENHART LN	CUPERTINO
375-16-011	01	SFR	1	\$671.86	10376 MENHART LN	CUPERTINO
375-16-012	01	SFR	1	\$671.86	10370 MENHART LN	CUPERTINO
375-16-013	01	SFR	1	\$671.86	10366 MENHART LN	CUPERTINO
375-16-014	01	SFR	1	\$671.86	10360 MENHART LN	CUPERTINO
375-16-015	01	SFR	1	\$671.86	10356 MENHART LN	CUPERTINO
375-16-016	01	SFR	1	\$671.86	10350 MENHART LN	CUPERTINO
375-16-017	01	SFR	1	\$671.86	10330 MENHART LN	CUPERTINO
375-16-018	01	SFR	1	\$671.86	10285 WUNDERLICH DR	CUPERTINO
375-16-019	01	SFR	1	\$671.86	10295 WUNDERLICH DR	CUPERTINO
375-16-020	01	SFR	1	\$671.86	10305 WUNDERLICH DR	CUPERTINO
375-16-021	01	SFR	1	\$671.86	10315 WUNDERLICH DR	CUPERTINO
375-16-022	01	SFR	1	\$671.86	10325 WUNDERLICH DR	CUPERTINO
375-16-023	01	SFR	1	\$671.86	10335 WUNDERLICH DR	CUPERTINO

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
375-16-024	01	SFR	1	\$671.86	10345 WUNDERLICH DR	CUPERTINO
375-16-025	01	SFR	1	\$671.86	10355 WUNDERLICH DR	CUPERTINO
375-16-026	01	SFR	1	\$671.86	10365 WUNDERLICH DR	CUPERTINO
375-16-027	01	SFR	1	\$671.86	10375 WUNDERLICH DR	CUPERTINO
375-16-028	01	SFR	1	\$671.86	10385 WUNDERLICH DR	CUPERTINO
375-16-029	01	SFR	1	\$671.86	10395 WUNDERLICH DR	CUPERTINO
375-16-030	01	SFR	1	\$671.86	10405 WUNDERLICH DR	CUPERTINO
375-16-031	01	SFR	1	\$671.86	10415 WUNDERLICH DR	CUPERTINO
375-16-032	01	SFR	1	\$671.86	10425 WUNDERLICH DR	CUPERTINO
375-16-033	01	SFR	1	\$671.86	10435 WUNDERLICH DR	CUPERTINO
375-16-034	01	SFR	1	\$671.86	18815 TILSON AVE	CUPERTINO
375-16-035	01	SFR	1	\$671.86	18831 TILSON AVE	CUPERTINO
375-16-036	01	SFR	1	\$671.86	18841 TILSON AVE	CUPERTINO
375-16-037	01	SFR	1	\$671.86	18851 TILSON AVE	CUPERTINO
375-16-038	01	SFR	1	\$671.86	18861 TILSON AVE	CUPERTINO
375-16-039	01	SFR	1	\$671.86	18871 TILSON AVE	CUPERTINO
375-16-040	01	SFR	1	\$671.86	18881 TILSON AVE	CUPERTINO
375-16-041	01	SFR	1	\$671.86	10444 MORETTI DR	CUPERTINO
375-16-042	01	SFR	1	\$671.86	10464 MORETTI DR	CUPERTINO
375-16-043	01	SFR	1	\$671.86	18880 TILSON AVE	CUPERTINO
375-16-044	01	SFR	1	\$671.86	18870 TILSON AVE	CUPERTINO
375-16-045	01	SFR	1	\$671.86	18860 TILSON AVE	CUPERTINO
375-16-046	01	SFR	1	\$671.86	18850 TILSON AVE	CUPERTINO
375-16-047	01	SFR	1	\$671.86	18840 TILSON AVE	CUPERTINO
375-16-048	01	SFR	1	\$671.86	18830 TILSON AVE	CUPERTINO
375-16-049	01	SFR	1	\$671.86	18820 TILSON AVE	CUPERTINO
375-16-050	01	SFR	1	\$671.86	10465 WUNDERLICH DR	CUPERTINO
375-16-051	01	SFR	1	\$671.86	10491 WUNDERLICH DR	CUPERTINO
375-16-052	01	SFR	1	\$671.86	18821 BARNHART AVE	CUPERTINO
375-16-053	01	SFR	1	\$671.86	18831 BARNHART AVE	CUPERTINO
375-16-054	01	SFR	1	\$671.86	18841 BARNHART AVE	CUPERTINO
375-16-055	01	SFR	1	\$671.86	18851 BARNHART AVE	CUPERTINO
375-16-056	01	SFR	1	\$671.86	18861 BARNHART AVE	CUPERTINO
375-16-057	01	SFR	1	\$671.86	18871 BARNHART AVE	CUPERTINO
375-16-058	01	SFR	1	\$671.86	18881 BARNHART AVE	CUPERTINO
375-16-059	01	SFR	1	\$671.86	10490 MORETTI DR	CUPERTINO
375-17-001	01	SFR	1	\$671.86	10430 WUNDERLICH DR	CUPERTINO
375-17-002	01	SFR	1	\$671.86	10420 WUNDERLICH DR	CUPERTINO
375-17-003	01	SFR	1	\$671.86	10410 WUNDERLICH DR	CUPERTINO
375-17-004	01	SFR	1	\$671.86	10400 WUNDERLICH DR	CUPERTINO
375-17-005	01	SFR	1	\$671.86	10390 WUNDERLICH DR	CUPERTINO
375-17-006	01	SFR	1	\$671.86	10380 WUNDERLICH DR	CUPERTINO
375-17-007	01	SFR	1	\$671.86	10370 WUNDERLICH DR	CUPERTINO
375-17-008	01	SFR	1	\$671.86	10360 WUNDERLICH DR	CUPERTINO
375-17-009	01	SFR	1	\$671.86	10350 WUNDERLICH DR	CUPERTINO

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
375-17-010	01	SFR	1	\$671.86	10340 WUNDERLICH DR	CUPERTINO
375-17-011	01	SFR	1	\$671.86	10330 WUNDERLICH DR	CUPERTINO
375-17-012	01	SFR	1	\$671.86	10320 WUNDERLICH DR	CUPERTINO
375-17-013	01	SFR	1	\$671.86	10310 WUNDERLICH DR	CUPERTINO
375-17-014	01	SFR	1	\$671.86	10300 WUNDERLICH DR	CUPERTINO
375-17-015	01	SFR	1	\$671.86	10290 WUNDERLICH DR	CUPERTINO
375-17-016	01	SFR	1	\$671.86	10282 MENHART LN	CUPERTINO
375-17-017	01	SFR	1	\$671.86	10272 MENHART LN	CUPERTINO
375-17-018	01	SFR	1	\$671.86	10295 CALVERT DR	CUPERTINO
375-17-019	01	SFR	1	\$671.86	10305 CALVERT DR	CUPERTINO
375-17-020	01	SFR	1	\$671.86	10315 CALVERT DR	CUPERTINO
375-17-021	01	SFR	1	\$671.86	10325 CALVERT DR	CUPERTINO
375-17-022	01	SFR	1	\$671.86	10335 CALVERT DR	CUPERTINO
375-17-023	01	SFR	1	\$671.86	10345 CALVERT DR	CUPERTINO
375-17-024	01	SFR	1	\$671.86	10355 CALVERT DR	CUPERTINO
375-17-025	01	SFR	1	\$671.86	10365 CALVERT DR	CUPERTINO
375-17-026	01	SFR	1	\$671.86	10375 CALVERT DR	CUPERTINO
375-17-027	01	SFR	1	\$671.86	10385 CALVERT DR	CUPERTINO
375-17-028	01	SFR	1	\$671.86	10395 CALVERT DR	CUPERTINO
375-17-029	01	SFR	1	\$671.86	10405 CALVERT DR	CUPERTINO
375-17-030	01	SFR	1	\$671.86	10415 CALVERT DR	CUPERTINO
375-17-031	01	SFR	1	\$671.86	10425 CALVERT DR	CUPERTINO
375-17-032	01	SFR	1	\$671.86	10435 CALVERT DR	CUPERTINO
375-17-033	01	SFR	1	\$671.86	18771 TILSON AVE	CUPERTINO
375-17-034	01	SFR	1	\$671.86	18785 TILSON AVE	CUPERTINO
375-17-035	01	SFR	1	\$671.86	10464 WUNDERLICH DR	CUPERTINO
375-17-040	01	SFR	1	\$671.86	18760 TILSON AVE	CUPERTINO
375-17-042	01	SFR	1	\$671.86	18750 TILSON AVE	CUPERTINO
375-17-043	01	SFR	1	\$671.86	18740 TILSON AVE	CUPERTINO
375-17-044	01	SFR	1	\$671.86	18730 TILSON AVE	CUPERTINO
375-17-045	01	SFR	1	\$671.86	18720 TILSON AVE	CUPERTINO
375-17-046	01	SFR	1	\$671.86	10473 JOHNSON AVE	CUPERTINO
375-17-047	01	SFR	1	\$671.86	10481 JOHNSON AVE	CUPERTINO
375-17-048	01	SFR	1	\$671.86	18731 BARNHART AVE	CUPERTINO
375-17-049	01	SFR	1	\$671.86	18739 BARNHART AVE	CUPERTINO
375-17-050	01	SFR	1	\$671.86	18747 BARNHART AVE	CUPERTINO
375-17-051	01	SFR	1	\$671.86	18755 BARNHART AVE	CUPERTINO
375-17-054	01	SFR	1	\$671.86	18781 BARNHART AVE	CUPERTINO
375-17-055	01	SFR	1	\$671.86	10490 WUNDERLICH DR	CUPERTINO
375-17-056	01	SFR	1	\$671.86	18771 BARNHART AVE	CUPERTINO
375-17-058	01	SFR	1	\$671.86	18763 BARNHART AVE	CUPERTINO
375-17-059	01	SFR	1	\$671.86	18780 TILSON AVE	CUPERTINO
375-18-001	01	SFR	1	\$671.86	18725 TILSON AVE	CUPERTINO
375-18-002	01	SFR	1	\$671.86	10440 CALVERT DR	CUPERTINO
375-18-003	01	SFR	1	\$671.86	10430 CALVERT DR	CUPERTINO

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
375-18-004	01	SFR	1	\$671.86	10420 CALVERT DR	CUPERTINO
375-18-005	01	SFR	1	\$671.86	10410 CALVERT DR	CUPERTINO
375-18-006	01	SFR	1	\$671.86	10400 CALVERT DR	CUPERTINO
375-18-007	01	SFR	1	\$671.86	10390 CALVERT DR	CUPERTINO
375-18-008	01	SFR	1	\$671.86	10380 CALVERT DR	CUPERTINO
375-18-009	01	SFR	1	\$671.86	10370 CALVERT DR	CUPERTINO
375-18-010	01	SFR	1	\$671.86	10360 CALVERT DR	CUPERTINO
375-18-011	01	SFR	1	\$671.86	10350 CALVERT DR	CUPERTINO
375-18-012	01	SFR	1	\$671.86	10340 CALVERT DR	CUPERTINO
375-18-013	01	SFR	1	\$671.86	10330 CALVERT DR	CUPERTINO
375-18-014	01	SFR	1	\$671.86	10320 CALVERT DR	CUPERTINO
375-18-015	01	SFR	1	\$671.86	10310 CALVERT DR	CUPERTINO
375-18-016	01	SFR	1	\$671.86	10300 CALVERT DR	CUPERTINO
375-18-017	01	SFR	1	\$671.86	10290 CALVERT DR	CUPERTINO
375-18-018	01	SFR	1	\$671.86	10280 CALVERT DR	CUPERTINO
375-18-019	01	SFR	1	\$671.86	10270 CALVERT DR	CUPERTINO
375-18-020	01	SFR	1	\$671.86	10260 CALVERT DR	CUPERTINO
375-18-021	01	SFR	1	\$671.86	10250 CALVERT DR	CUPERTINO
375-18-022	01	SFR	1	\$671.86	10240 CALVERT DR	CUPERTINO
375-18-023	01	SFR	1	\$671.86	10230 CALVERT DR	CUPERTINO
375-18-024	01	SFR	1	\$671.86	10220 CALVERT DR	CUPERTINO
375-18-025	01	SFR	1	\$671.86	18734 LOREE AVE	CUPERTINO
375-18-026	01	SFR	1	\$671.86	10231 JOHNSON AVE	CUPERTINO
375-18-027	01	SFR	1	\$671.86	10241 JOHNSON AVE	CUPERTINO
375-18-028	01	SFR	1	\$671.86	10251 JOHNSON AVE	CUPERTINO
375-18-029	01	SFR	1	\$671.86	10261 JOHNSON AVE	CUPERTINO
375-18-030	01	SFR	1	\$671.86	10271 JOHNSON AVE	CUPERTINO
375-18-031	01	SFR	1	\$671.86	10281 JOHNSON AVE	CUPERTINO
375-18-032	01	SFR	1	\$671.86	10291 JOHNSON AVE	CUPERTINO
375-18-033	01	SFR	1	\$671.86	10301 JOHNSON AVE	CUPERTINO
375-18-034	01	SFR	1	\$671.86	10311 JOHNSON AVE	CUPERTINO
375-18-035	01	SFR	1	\$671.86	10321 JOHNSON AVE	CUPERTINO
375-18-036	01	SFR	1	\$671.86	10331 JOHNSON AVE	CUPERTINO
375-18-037	01	SFR	1	\$671.86	10341 JOHNSON AVE	CUPERTINO
375-18-038	01	SFR	1	\$671.86	10351 JOHNSON AVE	CUPERTINO
375-18-040	01	SFR	1	\$671.86	10371 JOHNSON AVE	CUPERTINO
375-18-041	01	SFR	1	\$671.86	10381 JOHNSON AVE	CUPERTINO
375-18-042	01	SFR	1	\$671.86	10391 JOHNSON AVE	CUPERTINO
375-18-043	01	SFR	1	\$671.86	10401 JOHNSON AVE	CUPERTINO
375-18-044	01	SFR	1	\$671.86	10409 JOHNSON AVE	CUPERTINO
375-18-045	01	SFR	1	\$671.86	10417 JOHNSON AVE	CUPERTINO
375-18-046	01	SFR	1	\$671.86	10425 JOHNSON AVE	CUPERTINO
375-18-047	01	SFR	1	\$671.86	10433 JOHNSON AVE	CUPERTINO
375-18-048	01	SFR	1	\$671.86	10441 JOHNSON AVE	CUPERTINO
375-18-049	01	SFR	1	\$671.86	18731 TILSON AVE	CUPERTINO

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
375-19-001	01	SFR	1	\$671.86	10175 STERLING BLVD	CUPERTINO
375-19-002	01	SFR	1	\$671.86	18595 LOREE AVE	CUPERTINO
375-19-003	01	SFR	1	\$671.86	18605 LOREE AVE	CUPERTINO
375-19-004	01	SFR	1	\$671.86	18615 LOREE AVE	CUPERTINO
375-19-005	01	SFR	1	\$671.86	18625 LOREE AVE	CUPERTINO
375-19-006	01	SFR	1	\$671.86	18635 LOREE AVE	CUPERTINO
375-19-007	01	SFR	1	\$671.86	18645 LOREE AVE	CUPERTINO
375-19-008	69	SFR	1	\$671.86	18655 LOREE AVE	CUPERTINO
375-19-009	01	SFR	1	\$671.86	18665 LOREE AVE	CUPERTINO
375-19-010	01	SFR	1	\$671.86	18675 LOREE AVE	CUPERTINO
375-19-011	01	SFR	1	\$671.86	18685 LOREE AVE	CUPERTINO
375-19-012	01	SFR	1	\$671.86	18695 LOREE AVE	CUPERTINO
375-19-013	01	SFR	1	\$671.86	18705 LOREE AVE	CUPERTINO
375-19-014	01	SFR	1	\$671.86	18715 LOREE AVE	CUPERTINO
375-19-015	01	SFR	1	\$671.86	18725 LOREE AVE	CUPERTINO
375-19-016	01	SFR	1	\$671.86	18735 LOREE AVE	CUPERTINO
375-19-017	01	SFR	1	\$671.86	18745 LOREE AVE	CUPERTINO
375-19-018	01	SFR	1	\$671.86	10190 CALVERT DR	CUPERTINO
375-19-019	01	SFR	1	\$671.86	10180 CALVERT DR	CUPERTINO
375-19-020	01	SFR	1	\$671.86	10170 CALVERT DR	CUPERTINO
375-19-021	01	SFR	1	\$671.86	10160 CALVERT DR	CUPERTINO
375-19-022	01	SFR	1	\$671.86	10150 CALVERT DR	CUPERTINO
375-19-023	01	SFR	1	\$671.86	10140 CALVERT DR	CUPERTINO
375-22-004	01	SFR	1	\$671.86	10910 WUNDERLICH DR	CUPERTINO
375-22-005	01	SFR	1	\$671.86	10900 WUNDERLICH DR	CUPERTINO
375-22-006	01	SFR	1	\$671.86	10890 WUNDERLICH DR	CUPERTINO
375-22-007	01	SFR	1	\$671.86	10880 WUNDERLICH DR	CUPERTINO
375-22-008	01	SFR	1	\$671.86	10870 WUNDERLICH DR	CUPERTINO
375-22-009	01	SFR	1	\$671.86	10860 WUNDERLICH DR	CUPERTINO
375-22-010	01	SFR	1	\$671.86	10850 WUNDERLICH DR	CUPERTINO
375-22-011	01	SFR	1	\$671.86	10840 WUNDERLICH DR	CUPERTINO
375-22-012	01	SFR	1	\$671.86	10830 WUNDERLICH DR	CUPERTINO
375-22-013	01	SFR	1	\$671.86	10820 WUNDERLICH DR	CUPERTINO
375-22-014	01	SFR	1	\$671.86	10810 WUNDERLICH DR	CUPERTINO
375-22-016	01	SFR	1	\$671.86	10730 WUNDERLICH DR	CUPERTINO
375-22-017	01	SFR	1	\$671.86	10660 GASCOIGNE DR	CUPERTINO
375-22-018	01	SFR	1	\$671.86	10654 GASCOIGNE DR	CUPERTINO
375-22-019	01	SFR	1	\$671.86	10648 GASCOIGNE DR	CUPERTINO
375-22-020	01	SFR	1	\$671.86	10642 GASCOIGNE DR	CUPERTINO
375-22-021	01	SFR	1	\$671.86	10636 GASCOIGNE DR	CUPERTINO
375-22-022	01	SFR	1	\$671.86	10630 GASCOIGNE DR	CUPERTINO
375-22-023	01	SFR	1	\$671.86	10624 GASCOIGNE DR	CUPERTINO
375-22-024	01	SFR	1	\$671.86	10618 GASCOIGNE DR	CUPERTINO
375-22-025	01	SFR	1	\$671.86	10612 GASCOIGNE DR	CUPERTINO
375-22-026	01	SFR	1	\$671.86	10606 GASCOIGNE DR	CUPERTINO

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
375-22-027	01	SFR	1	\$671.86	10600 GASCOIGNE DR	CUPERTINO
375-22-028	01	SFR	1	\$671.86	18650 CYNTHIA AVE	CUPERTINO
375-22-029	01	SFR	1	\$671.86	18640 CYNTHIA AVE	CUPERTINO
375-22-030	01	SFR	1	\$671.86	18630 CYNTHIA AVE	CUPERTINO
375-22-036	01	SFR	1	\$671.86	18355 CHELMSFORD DR	CUPERTINO
375-22-037	01	SFR	1	\$671.86	18365 CHELMSFORD DR	CUPERTINO
375-22-038	01	SFR	1	\$671.86	18375 CHELMSFORD DR	CUPERTINO
375-22-039	01	SFR	1	\$671.86	18385 CHELMSFORD DR	CUPERTINO
375-22-040	01	SFR	1	\$671.86	18395 CHELMSFORD DR	CUPERTINO
375-22-041	01	SFR	1	\$671.86	18405 CHELMSFORD DR	CUPERTINO
375-22-042	01	SFR	1	\$671.86	18415 CHELMSFORD DR	CUPERTINO
375-22-043	01	SFR	1	\$671.86	18425 CHELMSFORD DR	CUPERTINO
375-22-044	01	SFR	1	\$671.86	18435 CHELMSFORD DR	CUPERTINO
375-22-045	01	SFR	1	\$671.86	18455 CHELMSFORD DR	CUPERTINO
375-22-046	01	SFR	1	\$671.86	18465 CHELMSFORD DR	CUPERTINO
375-22-047	01	SFR	1	\$671.86	18475 CHELMSFORD DR	CUPERTINO
375-22-048	01	SFR	1	\$671.86	18485 CHELMSFORD DR	CUPERTINO
375-22-049	01	SFR	1	\$671.86	18495 CHELMSFORD DR	CUPERTINO
375-22-050	01	SFR	1	\$671.86	18476 CHELMSFORD DR	CUPERTINO
375-22-051	01	SFR	1	\$671.86	18436 CHELMSFORD DR	CUPERTINO
375-22-052	01	SFR	1	\$671.86	18426 CHELMSFORD DR	CUPERTINO
375-22-053	01	SFR	1	\$671.86	18416 CHELMSFORD DR	CUPERTINO
375-22-054	01	SFR	1	\$671.86	18406 CHELMSFORD DR	CUPERTINO
375-22-055	01	SFR	1	\$671.86	18366 CHELMSFORD DR	CUPERTINO
375-22-056	01	SFR	1	\$671.86	18356 CHELMSFORD DR	CUPERTINO
375-22-057	01	SFR	1	\$671.86	18346 CHELMSFORD DR	CUPERTINO
375-22-058	01	SFR	1	\$671.86	18336 CHELMSFORD DR	CUPERTINO
375-22-059	01	SFR	1	\$671.86	18326 CHELMSFORD DR	CUPERTINO
375-22-060	01	SFR	1	\$671.86	18316 CHELMSFORD DR	CUPERTINO
375-22-061	01	SFR	1	\$671.86	18306 CHELMSFORD DR	CUPERTINO
375-22-062	01	SFR	1	\$671.86	18417 EDMINTON DR	CUPERTINO
375-22-063	01	SFR	1	\$671.86	18427 EDMINTON DR	CUPERTINO
375-22-064	01	SFR	1	\$671.86	18437 EDMINTON DR	CUPERTINO
375-22-065	01	SFR	1	\$671.86	18447 EDMINTON DR	CUPERTINO
375-22-066	01	SFR	1	\$671.86	18457 EDMINTON DR	CUPERTINO
375-22-067	01	SFR	1	\$671.86	18467 EDMINTON DR	CUPERTINO
375-22-068	01	SFR	1	\$671.86	18477 EDMINTON DR	CUPERTINO
375-22-069	01	SFR	1	\$671.86	18487 EDMINTON DR	CUPERTINO
375-22-070	01	SFR	1	\$671.86	18490 CHELMSFORD DR	CUPERTINO
375-22-071	01	SFR	1	\$671.86	18480 CHELMSFORD DR	CUPERTINO
375-22-072	01	SFR	1	\$671.86	18470 FARMINGHAM WAY	CUPERTINO
375-22-073	01	SFR	1	\$671.86	18460 FARMINGHAM WAY	CUPERTINO
375-22-074	01	SFR	1	\$671.86	18450 FARMINGHAM WAY	CUPERTINO
375-22-075	01	SFR	1	\$671.86	18440 FARMINGHAM WAY	CUPERTINO
375-22-076	01	SFR	1	\$671.86	18243 CHELMSFORD DR	CUPERTINO

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
375-22-077	01	SFR	1	\$671.86	18453 FARMINGHAM WAY	CUPERTINO
375-22-078	01	SFR	1	\$671.86	18463 FARMINGHAM WAY	CUPERTINO
375-22-079	01	SFR	1	\$671.86	18473 FARMINGHAM WAY	CUPERTINO
375-22-080	01	SFR	1	\$671.86	18454 EDMINTON DR	CUPERTINO
375-22-081	01	SFR	1	\$671.86	18444 EDMINTON DR	CUPERTINO
375-22-082	01	SFR	1	\$671.86	18434 EDMINTON DR	CUPERTINO
375-22-083	01	SFR	1	\$671.86	18424 EDMINTON DR	CUPERTINO
375-22-084	01	SFR	1	\$671.86	18188 EDMINTON DR	CUPERTINO
375-22-085	01	SFR	1	\$671.86	18283 CHELMSFORD DR	CUPERTINO
375-22-086	01	SFR	1	\$671.86	18273 CHELMSFORD DR	CUPERTINO
375-22-087	01	SFR	1	\$671.86	18263 CHELMSFORD DR	CUPERTINO
375-22-088	01	SFR	1	\$671.86	18253 CHELMSFORD DR	CUPERTINO
375-22-089	01	SFR	1	\$671.86	10830 ASHBOURNE CT	CUPERTINO
375-22-090	01	SFR	1	\$671.86	10820 ASHBOURNE CT	CUPERTINO
375-22-091	01	SFR	1	\$671.86	10810 ASHBOURNE CT	CUPERTINO
375-22-092	01	SFR	1	\$671.86	10800 ASHBOURNE CT	CUPERTINO
375-22-093	01	SFR	1	\$671.86	10790 ASHBOURNE CT	CUPERTINO
375-22-094	01	SFR	1	\$671.86	10811 ASHBOURNE CT	CUPERTINO
375-22-095	01	SFR	1	\$671.86	10822 BARRINGTON BRIDGE CT	CUPERTINO
375-22-096	01	SFR	1	\$671.86	10812 BARRINGTON BRIDGE CT	CUPERTINO
375-22-097	01	SFR	1	\$671.86	10801 BARRINGTON BRIDGE CT	CUPERTINO
375-22-098	01	SFR	1	\$671.86	10811 BARRINGTON BRIDGE CT	CUPERTINO
375-22-099	01	SFR	1	\$671.86	10821 BARRINGTON BRIDGE CT	CUPERTINO
375-22-100	01	SFR	1	\$671.86	10831 BARRINGTON BRIDGE CT	CUPERTINO
375-22-105	01	SFR	1	\$671.86	18315 CHELMSFORD DR	CUPERTINO
375-22-106	01	SFR	1	\$671.86	18325 CHELMSFORD DR	CUPERTINO
375-22-107	01	SFR	1	\$671.86	18335 CHELMSFORD DR	CUPERTINO
375-22-108	01	SFR	1	\$671.86	18345 CHELMSFORD DR	CUPERTINO
375-22-109	01	SFR	1	\$671.86	18620 CYNTHIA AVE	CUPERTINO
375-22-110	01	SFR	1	\$671.86	10614 STERLING BLVD	CUPERTINO
375-23-001	01	SFR	1	\$671.86	10585 STERLING BLVD	CUPERTINO
375-23-002	01	SFR	1	\$671.86	18631 CYNTHIA AVE	CUPERTINO
375-23-003	01	SFR	1	\$671.86	18641 CYNTHIA AVE	CUPERTINO
375-23-004	01	SFR	1	\$671.86	18651 CYNTHIA AVE	CUPERTINO
375-23-005	01	SFR	1	\$671.86	10564 GASCOIGNE DR	CUPERTINO
375-23-006	01	SFR	1	\$671.86	10558 GASCOIGNE DR	CUPERTINO
375-23-007	01	SFR	1	\$671.86	10552 GASCOIGNE DR	CUPERTINO
375-23-008	01	SFR	1	\$671.86	10546 GASCOIGNE DR	CUPERTINO
375-23-009	01	SFR	1	\$671.86	10540 GASCOIGNE DR	CUPERTINO
375-23-010	01	SFR	1	\$671.86	10534 GASCOIGNE DR	CUPERTINO
375-23-011	01	SFR	1	\$671.86	10526 GASCOIGNE DR	CUPERTINO
375-23-012	01	SFR	1	\$671.86	10518 GASCOIGNE DR	CUPERTINO
375-23-013	01	SFR	1	\$671.86	18630 BARNHART AVE	CUPERTINO
375-23-014	01	SFR	1	\$671.86	18600 BARNHART AVE	CUPERTINO
375-23-015	01	SFR	1	\$671.86	10519 STERLING BLVD	CUPERTINO

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
375-23-016	01	SFR	1	\$671.86	10527 STERLING BLVD	CUPERTINO
375-23-017	01	SFR	1	\$671.86	10535 STERLING BLVD	CUPERTINO
375-23-018	01	SFR	1	\$671.86	10543 STERLING BLVD	CUPERTINO
375-23-019	01	SFR	1	\$671.86	10551 STERLING BLVD	CUPERTINO
375-23-020	01	SFR	1	\$671.86	10559 STERLING BLVD	CUPERTINO
375-23-021	01	SFR	1	\$671.86	10567 STERLING BLVD	CUPERTINO
375-23-022	01	SFR	1	\$671.86	10575 STERLING BLVD	CUPERTINO
375-23-025	01	SFR	1	\$671.86	10598 STERLING BLVD	CUPERTINO
375-23-026	01	SFR	1	\$671.86	10590 STERLING BLVD	CUPERTINO
375-23-027	01	SFR	1	\$671.86	10582 STERLING BLVD	CUPERTINO
375-23-028	01	SFR	1	\$671.86	10574 STERLING BLVD	CUPERTINO
375-23-029	01	SFR	1	\$671.86	10566 STERLING BLVD	CUPERTINO
375-23-030	01	SFR	1	\$671.86	10558 STERLING BLVD	CUPERTINO
375-23-031	01	SFR	1	\$671.86	10550 STERLING BLVD	CUPERTINO
375-23-032	01	SFR	1	\$671.86	10542 STERLING BLVD	CUPERTINO
375-23-033	01	SFR	1	\$671.86	10534 STERLING BLVD	CUPERTINO
375-23-034	01	SFR	1	\$671.86	10526 STERLING BLVD	CUPERTINO
375-23-035	01	SFR	1	\$671.86	10518 STERLING BLVD	CUPERTINO
375-23-036	01	SFR	1	\$671.86	10510 STERLING BLVD	CUPERTINO
375-23-037	01	SFR	1	\$671.86	10500 STERLING BLVD	CUPERTINO
375-23-039	01	SFR	1	\$671.86	10476 STERLING BLVD	CUPERTINO
375-23-040	01	SFR	1	\$671.86	10468 STERLING BLVD	CUPERTINO
375-23-041	01	SFR	1	\$671.86	10460 STERLING BLVD	CUPERTINO
375-23-042	01	SFR	1	\$671.86	10454 STERLING BLVD	CUPERTINO
375-23-043	01	SFR	1	\$671.86	10448 STERLING BLVD	CUPERTINO
375-23-044	01	SFR	1	\$671.86	10442 STERLING BLVD	CUPERTINO
375-23-045	01	SFR	1	\$671.86	10606 STERLING BLVD	CUPERTINO
375-24-001	01	SFR	1	\$671.86	10436 STERLING BLVD	CUPERTINO
375-24-002	01	SFR	1	\$671.86	10430 STERLING BLVD	CUPERTINO
375-24-003	01	SFR	1	\$671.86	10424 STERLING BLVD	CUPERTINO
375-24-004	01	SFR	1	\$671.86	10416 STERLING BLVD	CUPERTINO
375-24-005	01	SFR	1	\$671.86	10408 STERLING BLVD	CUPERTINO
375-24-006	01	SFR	1	\$671.86	10400 STERLING BLVD	CUPERTINO
375-24-007	01	SFR	1	\$671.86	10390 STERLING BLVD	CUPERTINO
375-24-008	01	SFR	1	\$671.86	10380 STERLING BLVD	CUPERTINO
375-24-009	01	SFR	1	\$671.86	10372 STERLING BLVD	CUPERTINO
375-24-010	01	SFR	1	\$671.86	10364 STERLING BLVD	CUPERTINO
375-24-011	01	SFR	1	\$671.86	10356 STERLING BLVD	CUPERTINO
375-24-012	01	SFR	1	\$671.86	10348 STERLING BLVD	CUPERTINO
375-24-013	01	SFR	1	\$671.86	10340 STERLING BLVD	CUPERTINO
375-24-014	01	SFR	1	\$671.86	10332 STERLING BLVD	CUPERTINO
375-24-015	01	SFR	1	\$671.86	10324 STERLING BLVD	CUPERTINO
375-24-016	01	SFR	1	\$671.86	10316 STERLING BLVD	CUPERTINO
375-24-017	01	SFR	1	\$671.86	10308 STERLING BLVD	CUPERTINO
375-24-018	01	SFR	1	\$671.86	10300 STERLING BLVD	CUPERTINO

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
375-24-019	01	SFR	1	\$671.86	10290 STERLING BLVD	CUPERTINO
375-24-020	01	SFR	1	\$671.86	10280 STERLING BLVD	CUPERTINO
375-24-021	01	SFR	1	\$671.86	10270 STERLING BLVD	CUPERTINO
375-24-022	01	SFR	1	\$671.86	10260 STERLING BLVD	CUPERTINO
375-24-023	01	SFR	1	\$671.86	10250 STERLING BLVD	CUPERTINO
375-24-024	01	SFR	1	\$671.86	10240 STERLING BLVD	CUPERTINO
375-24-025	01	SFR	1	\$671.86	10230 STERLING BLVD	CUPERTINO
375-24-026	01	SFR	1	\$671.86	10220 STERLING BLVD	CUPERTINO
375-24-027	01	SFR	1	\$671.86	10210 STERLING BLVD	CUPERTINO
375-24-028	01	SFR	1	\$671.86	10200 STERLING BLVD	CUPERTINO
375-24-029	01	SFR	1	\$671.86	10190 STERLING BLVD	CUPERTINO
375-24-030	01	SFR	1	\$671.86	10180 STERLING BLVD	CUPERTINO
375-24-031	01	SFR	1	\$671.86	10170 STERLING BLVD	CUPERTINO
375-25-001	01	SFR	1	\$671.86	10221 STERLING BLVD	CUPERTINO
375-25-002	01	SFR	1	\$671.86	18595 RALYA CT	CUPERTINO
375-25-003	01	SFR	1	\$671.86	18605 RALYA CT	CUPERTINO
375-25-004	01	SFR	1	\$671.86	18615 RALYA CT	CUPERTINO
375-25-005	01	SFR	1	\$671.86	18625 RALYA CT	CUPERTINO
375-25-006	01	SFR	1	\$671.86	18635 RALYA CT	CUPERTINO
375-25-007	01	SFR	1	\$671.86	18645 RALYA CT	CUPERTINO
375-25-008	01	SFR	1	\$671.86	18655 RALYA CT	CUPERTINO
375-25-009	01	SFR	1	\$671.86	18665 RALYA CT	CUPERTINO
375-25-010	01	SFR	1	\$671.86	18660 RALYA CT	CUPERTINO
375-25-011	01	SFR	1	\$671.86	18650 RALYA CT	CUPERTINO
375-25-012	01	SFR	1	\$671.86	18640 RALYA CT	CUPERTINO
375-25-013	01	SFR	1	\$671.86	18630 RALYA CT	CUPERTINO
375-25-014	01	SFR	1	\$671.86	18620 RALYA CT	CUPERTINO
375-25-015	01	SFR	1	\$671.86	18610 RALYA CT	CUPERTINO
375-25-016	01	SFR	1	\$671.86	18600 RALYA CT	CUPERTINO
375-25-017	01	SFR	1	\$671.86	18590 RALYA CT	CUPERTINO
375-25-018	01	SFR	1	\$671.86	10251 STERLING BLVD	CUPERTINO
375-25-019	01	SFR	1	\$671.86	10281 STERLING BLVD	CUPERTINO
375-25-020	01	SFR	1	\$671.86	18591 RUNO CT	CUPERTINO
375-25-021	01	SFR	1	\$671.86	18601 RUNO CT	CUPERTINO
375-25-022	01	SFR	1	\$671.86	18611 RUNO CT	CUPERTINO
375-25-023	01	SFR	1	\$671.86	18621 RUNO CT	CUPERTINO
375-25-024	01	SFR	1	\$671.86	18631 RUNO CT	CUPERTINO
375-25-025	01	SFR	1	\$671.86	18641 RUNO CT	CUPERTINO
375-25-026	01	SFR	1	\$671.86	18651 RUNO CT	CUPERTINO
375-25-027	01	SFR	1	\$671.86	18661 RUNO CT	CUPERTINO
375-25-028	01	SFR	1	\$671.86	18671 RUNO CT	CUPERTINO
375-25-029	01	SFR	1	\$671.86	18660 RUNO CT	CUPERTINO
375-25-030	01	SFR	1	\$671.86	18650 RUNO CT	CUPERTINO
375-25-031	01	SFR	1	\$671.86	18640 RUNO CT	CUPERTINO
375-25-032	01	SFR	1	\$671.86	18630 RUNO CT	CUPERTINO

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
375-25-033	01	SFR	1	\$671.86	18620 RUNO CT	CUPERTINO
375-25-034	01	SFR	1	\$671.86	18600 RUNO CT	CUPERTINO
375-25-035	01	SFR	1	\$671.86	10335 STERLING BLVD	CUPERTINO
375-25-036	01	SFR	2	\$1,343.74	18641 PRING CT	CUPERTINO
375-25-037	01	SFR	1	\$671.86	18651 PRING CT	CUPERTINO
375-25-038	01	SFR	1	\$671.86	18661 PRING CT	CUPERTINO
375-25-039	01	SFR	1	\$671.86	18671 PRING CT	CUPERTINO
375-25-040	01	SFR	1	\$671.86	18660 PRING CT	CUPERTINO
375-25-041	01	SFR	1	\$671.86	18650 PRING CT	CUPERTINO
375-25-042	01	SFR	1	\$671.86	18640 PRING CT	CUPERTINO
375-25-043	01	SFR	1	\$671.86	10355 STERLING BLVD	CUPERTINO
375-25-044	01	SFR	1	\$671.86	10365 STERLING BLVD	CUPERTINO
375-25-045	01	SFR	1	\$671.86	18641 CRABTREE AVE	CUPERTINO
375-25-046	01	SFR	1	\$671.86	18651 CRABTREE AVE	CUPERTINO
375-25-047	01	SFR	1	\$671.86	18661 CRABTREE AVE	CUPERTINO
375-25-048	01	SFR	1	\$671.86	18671 CRABTREE AVE	CUPERTINO
375-25-049	01	SFR	1	\$671.86	18691 CRABTREE AVE	CUPERTINO
375-25-050	01	SFR	1	\$671.86	10360 JOHNSON AVE	CUPERTINO
375-25-051	01	SFR	1	\$671.86	10350 JOHNSON AVE	CUPERTINO
375-25-052	01	SFR	1	\$671.86	10340 JOHNSON AVE	CUPERTINO
375-25-053	01	SFR	1	\$671.86	10330 JOHNSON AVE	CUPERTINO
375-25-054	01	SFR	1	\$671.86	10320 JOHNSON AVE	CUPERTINO
375-25-055	01	SFR	1	\$671.86	10310 JOHNSON AVE	CUPERTINO
375-25-056	01	SFR	1	\$671.86	10300 JOHNSON AVE	CUPERTINO
375-25-057	01	SFR	1	\$671.86	10290 JOHNSON AVE	CUPERTINO
375-25-058	01	SFR	1	\$671.86	10280 JOHNSON AVE	CUPERTINO
375-25-059	01	SFR	1	\$671.86	10270 JOHNSON AVE	CUPERTINO
375-25-060	01	SFR	1	\$671.86	10260 JOHNSON AVE	CUPERTINO
375-25-061	01	SFR	1	\$671.86	10250 JOHNSON AVE	CUPERTINO
375-25-062	01	SFR	1	\$671.86	10240 JOHNSON AVE	CUPERTINO
375-25-063	01	SFR	1	\$671.86	10230 JOHNSON AVE	CUPERTINO
375-25-064	01	SFR	1	\$671.86	10220 JOHNSON AVE	CUPERTINO
375-25-065	01	SFR	1	\$671.86	10210 JOHNSON AVE	CUPERTINO
375-25-066	01	SFR	1	\$671.86	10200 JOHNSON AVE	CUPERTINO
375-25-067	01	SFR	1	\$671.86	18674 LOREE AVE	CUPERTINO
375-25-068	01	SFR	1	\$671.86	18664 LOREE AVE	CUPERTINO
375-25-069	01	SFR	1	\$671.86	18654 LOREE AVE	CUPERTINO
375-25-070	01	SFR	1	\$671.86	18644 LOREE AVE	CUPERTINO
375-25-071	01	SFR	1	\$671.86	18634 LOREE AVE	CUPERTINO
375-25-072	01	SFR	1	\$671.86	18624 LOREE AVE	CUPERTINO
375-25-073	01	SFR	1	\$671.86	18614 LOREE AVE	CUPERTINO
375-25-074	01	SFR	1	\$671.86	18604 LOREE AVE	CUPERTINO
375-25-075	01	SFR	1	\$671.86	18594 LOREE AVE	CUPERTINO
375-25-076	01	SFR	1	\$671.86	10201 STERLING BLVD	CUPERTINO
375-26-001	01	SFR	1	\$671.86	10411 STERLING BLVD	CUPERTINO

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
375-26-002	01	SFR	1	\$671.86	18621 MEDICUS CT	CUPERTINO
375-26-003	01	SFR	1	\$671.86	18631 MEDICUS CT	CUPERTINO
375-26-004	01	SFR	1	\$671.86	18641 MEDICUS CT	CUPERTINO
375-26-005	01	SFR	1	\$671.86	18651 MEDICUS CT	CUPERTINO
375-26-006	01	SFR	1	\$671.86	18661 MEDICUS CT	CUPERTINO
375-26-007	01	SFR	1	\$671.86	18671 MEDICUS CT	CUPERTINO
375-26-008	01	SFR	1	\$671.86	18660 MEDICUS CT	CUPERTINO
375-26-009	01	SFR	1	\$671.86	18650 MEDICUS CT	CUPERTINO
375-26-010	01	SFR	1	\$671.86	18640 MEDICUS CT	CUPERTINO
375-26-011	01	SFR	1	\$671.86	18630 MEDICUS CT	CUPERTINO
375-26-012	01	SFR	1	\$671.86	18620 MEDICUS CT	CUPERTINO
375-26-013	01	SFR	1	\$671.86	18610 MEDICUS CT	CUPERTINO
375-26-014	01	SFR	1	\$671.86	10435 STERLING BLVD	CUPERTINO
375-26-015	01	SFR	1	\$671.86	10445 STERLING BLVD	CUPERTINO
375-26-016	01	SFR	1	\$671.86	18601 STARRETT CT	CUPERTINO
375-26-017	01	SFR	1	\$671.86	18611 STARRETT CT	CUPERTINO
375-26-018	01	SFR	1	\$671.86	18621 STARRETT CT	CUPERTINO
375-26-019	01	SFR	1	\$671.86	18631 STARRETT CT	CUPERTINO
375-26-020	01	SFR	1	\$671.86	18641 STARRETT CT	CUPERTINO
375-26-021	01	SFR	1	\$671.86	18651 STARRETT CT	CUPERTINO
375-26-022	01	SFR	1	\$671.86	18661 STARRETT CT	CUPERTINO
375-26-023	01	SFR	1	\$671.86	18671 STARRETT CT	CUPERTINO
375-26-024	01	SFR	1	\$671.86	18660 STARRETT CT	CUPERTINO
375-26-025	01	SFR	1	\$671.86	18650 STARRETT CT	CUPERTINO
375-26-026	01	SFR	1	\$671.86	18640 STARRETT CT	CUPERTINO
375-26-027	01	SFR	1	\$671.86	18630 STARRETT CT	CUPERTINO
375-26-028	01	SFR	1	\$671.86	18620 STARRETT CT	CUPERTINO
375-26-029	01	SFR	1	\$671.86	18610 STARRETT CT	CUPERTINO
375-26-030	01	SFR	1	\$671.86	18600 STARRETT CT	CUPERTINO
375-26-031	01	SFR	1	\$671.86	10471 STERLING BLVD	CUPERTINO
375-26-032	01	SFR	1	\$671.86	10485 STERLING BLVD	CUPERTINO
375-26-033	01	SFR	1	\$671.86	18601 BARNHART AVE	CUPERTINO
375-26-034	01	SFR	1	\$671.86	18611 BARNHART AVE	CUPERTINO
375-26-035	01	SFR	1	\$671.86	18621 BARNHART AVE	CUPERTINO
375-26-036	01	SFR	1	\$671.86	18631 BARNHART AVE	CUPERTINO
375-26-037	01	SFR	1	\$671.86	18641 BARNHART AVE	CUPERTINO
375-26-038	01	SFR	1	\$671.86	18651 BARNHART AVE	CUPERTINO
375-26-039	01	SFR	1	\$671.86	18661 BARNHART AVE	CUPERTINO
375-26-040	01	SFR	1	\$671.86	18671 BARNHART AVE	CUPERTINO
375-26-041	01	SFR	1	\$671.86	18691 BARNHART AVE	CUPERTINO
375-26-042	01	SFR	1	\$671.86	10480 JOHNSON AVE	CUPERTINO
375-26-043	01	SFR	1	\$671.86	10472 JOHNSON AVE	CUPERTINO
375-26-044	01	SFR	1	\$671.86	10464 JOHNSON AVE	CUPERTINO
375-26-045	01	SFR	1	\$671.86	10456 JOHNSON AVE	CUPERTINO
375-26-046	01	SFR	1	\$671.86	10448 JOHNSON AVE	CUPERTINO

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
375-26-047	01	SFR	1	\$671.86	10440 JOHNSON AVE	CUPERTINO
375-26-048	01	SFR	1	\$671.86	10432 JOHNSON AVE	CUPERTINO
375-26-049	01	SFR	1	\$671.86	10424 JOHNSON AVE	CUPERTINO
375-26-050	01	SFR	1	\$671.86	10416 JOHNSON AVE	CUPERTINO
375-26-051	01	SFR	1	\$671.86	10408 JOHNSON AVE	CUPERTINO
375-26-052	01	SFR	1	\$671.86	10400 JOHNSON AVE	CUPERTINO
375-26-053	01	SFR	1	\$671.86	18690 CRABTREE AVE	CUPERTINO
375-26-054	01	SFR	1	\$671.86	18670 CRABTREE AVE	CUPERTINO
375-26-055	01	SFR	1	\$671.86	18660 CRABTREE AVE	CUPERTINO
375-26-056	01	SFR	1	\$671.86	18650 CRABTREE AVE	CUPERTINO
375-26-057	01	SFR	1	\$671.86	18640 CRABTREE AVE	CUPERTINO
375-26-058	01	SFR	1	\$671.86	18630 CRABTREE AVE	CUPERTINO
375-26-059	01	SFR	1	\$671.86	18620 CRABTREE LN	CUPERTINO
375-27-001	01	SFR	1	\$671.86	18730 BARNHART AVE	CUPERTINO
375-27-002	01	SFR	1	\$671.86	10513 JOHNSON AVE	CUPERTINO
375-27-003	01	SFR	1	\$671.86	10521 JOHNSON AVE	CUPERTINO
375-27-004	01	SFR	1	\$671.86	10529 JOHNSON AVE	CUPERTINO
375-27-005	01	SFR	1	\$671.86	10537 JOHNSON AVE	CUPERTINO
375-27-006	01	SFR	1	\$671.86	10545 JOHNSON AVE	CUPERTINO
375-27-007	01	SFR	1	\$671.86	10553 JOHNSON AVE	CUPERTINO
375-27-008	01	SFR	1	\$671.86	10561 JOHNSON AVE	CUPERTINO
375-27-009	01	SFR	1	\$671.86	10571 JOHNSON AVE	CUPERTINO
375-27-010	01	SFR	1	\$671.86	10581 JOHNSON AVE	CUPERTINO
375-27-011	01	SFR	1	\$671.86	10591 JOHNSON AVE	CUPERTINO
375-27-012	01	SFR	1	\$671.86	10601 JOHNSON AVE	CUPERTINO
375-27-013	01	SFR	1	\$671.86	10611 JOHNSON AVE	CUPERTINO
375-27-014	01	SFR	1	\$671.86	10625 JOHNSON AVE	CUPERTINO
375-27-015	01	SFR	1	\$671.86	10635 JOHNSON AVE	CUPERTINO
375-27-016	01	SFR	1	\$671.86	10656 WUNDERLICH DR	CUPERTINO
375-27-017	01	SFR	1	\$671.86	10646 WUNDERLICH DR	CUPERTINO
375-27-018	01	SFR	1	\$671.86	10636 WUNDERLICH DR	CUPERTINO
375-27-019	01	SFR	1	\$671.86	10610 WUNDERLICH DR	CUPERTINO
375-27-020	01	SFR	1	\$671.86	18780 TUGGLE AVE	CUPERTINO
375-27-021	01	SFR	1	\$671.86	18770 TUGGLE AVE	CUPERTINO
375-27-022	01	SFR	1	\$671.86	18760 TUGGLE AVE	CUPERTINO
375-27-023	01	SFR	1	\$671.86	18765 TUGGLE AVE	CUPERTINO
375-27-024	01	SFR	1	\$671.86	18771 TUGGLE AVE	CUPERTINO
375-27-025	01	SFR	1	\$671.86	18781 TUGGLE AVE	CUPERTINO
375-27-026	01	SFR	1	\$671.86	10590 WUNDERLICH DR	CUPERTINO
375-27-027	01	SFR	1	\$671.86	10560 WUNDERLICH DR	CUPERTINO
375-27-028	01	SFR	1	\$671.86	18780 PENDERGAST AVE	CUPERTINO
375-27-029	01	SFR	1	\$671.86	18770 PENDERGAST AVE	CUPERTINO
375-27-030	01	SFR	1	\$671.86	18760 PENDERGAST AVE	CUPERTINO
375-27-031	01	SFR	1	\$671.86	18750 PENDERGAST AVE	CUPERTINO
375-27-032	01	SFR	1	\$671.86	18740 PENDERGAST AVE	CUPERTINO

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
375-27-033	01	SFR	1	\$671.86	18751 PENDERGAST AVE	CUPERTINO
375-27-034	01	SFR	1	\$671.86	18761 PENDERGAST AVE	CUPERTINO
375-27-035	01	SFR	1	\$671.86	18771 PENDERGAST AVE	CUPERTINO
375-27-036	01	SFR	1	\$671.86	18781 PENDERGAST AVE	CUPERTINO
375-27-037	01	SFR	1	\$671.86	10540 WUNDERLICH DR	CUPERTINO
375-27-038	01	SFR	1	\$671.86	10510 WUNDERLICH DR	CUPERTINO
375-27-039	01	SFR	1	\$671.86	18780 BARNHART AVE	CUPERTINO
375-27-040	01	SFR	1	\$671.86	18770 BARNHART AVE	CUPERTINO
375-27-041	01	SFR	1	\$671.86	18760 BARNHART AVE	CUPERTINO
375-27-042	01	SFR	1	\$671.86	18750 BARNHART AVE	CUPERTINO
375-27-043	01	SFR	1	\$671.86	18740 BARNHART AVE	CUPERTINO
375-28-001	01	SFR	1	\$671.86	18660 BARNHART AVE	CUPERTINO
375-28-002	01	SFR	1	\$671.86	10519 GASCOIGNE DR	CUPERTINO
375-28-003	01	SFR	1	\$671.86	10527 GASCOIGNE DR	CUPERTINO
375-28-004	01	SFR	1	\$671.86	10535 GASCOIGNE DR	CUPERTINO
375-28-005	01	SFR	1	\$671.86	10541 GASCOIGNE DR	CUPERTINO
375-28-006	01	SFR	1	\$671.86	10549 GASCOIGNE DR	CUPERTINO
375-28-007	01	SFR	1	\$671.86	10557 GASCOIGNE DR	CUPERTINO
375-28-008	01	SFR	1	\$671.86	10565 GASCOIGNE DR	CUPERTINO
375-28-009	01	SFR	1	\$671.86	10573 GASCOIGNE DR	CUPERTINO
375-28-010	01	SFR	1	\$671.86	10581 GASCOIGNE DR	CUPERTINO
375-28-011	01	SFR	1	\$671.86	10589 GASCOIGNE DR	CUPERTINO
375-28-012	01	SFR	1	\$671.86	10597 GASCOIGNE DR	CUPERTINO
375-28-013	01	SFR	1	\$671.86	10605 GASCOIGNE DR	CUPERTINO
375-28-014	01	SFR	1	\$671.86	10613 GASCOIGNE DR	CUPERTINO
375-28-015	01	SFR	1	\$671.86	10621 GASCOIGNE DR	CUPERTINO
375-28-016	01	SFR	1	\$671.86	10629 GASCOIGNE DR	CUPERTINO
375-28-017	01	SFR	1	\$671.86	10637 GASCOIGNE DR	CUPERTINO
375-28-018	01	SFR	1	\$671.86	10643 GASCOIGNE DR	CUPERTINO
375-28-019	01	SFR	1	\$671.86	10649 GASCOIGNE DR	CUPERTINO
375-28-020	01	SFR	1	\$671.86	10655 GASCOIGNE DR	CUPERTINO
375-28-021	01	SFR	1	\$671.86	10661 GASCOIGNE DR	CUPERTINO
375-28-022	01	SFR	1	\$671.86	10660 JOHNSON AVE	CUPERTINO
375-28-023	01	SFR	1	\$671.86	10650 JOHNSON AVE	CUPERTINO
375-28-024	01	SFR	1	\$671.86	10640 JOHNSON AVE	CUPERTINO
375-28-025	01	SFR	1	\$671.86	10632 JOHNSON AVE	CUPERTINO
375-28-026	01	SFR	1	\$671.86	10624 JOHNSON AVE	CUPERTINO
375-28-027	01	SFR	1	\$671.86	10616 JOHNSON AVE	CUPERTINO
375-28-028	01	SFR	1	\$671.86	10608 JOHNSON AVE	CUPERTINO
375-28-029	01	SFR	1	\$671.86	10600 JOHNSON AVE	CUPERTINO
375-28-030	01	SFR	1	\$671.86	10592 JOHNSON AVE	CUPERTINO
375-28-031	01	SFR	1	\$671.86	10584 JOHNSON AVE	CUPERTINO
375-28-032	01	SFR	1	\$671.86	10576 JOHNSON AVE	CUPERTINO
375-28-033	01	SFR	1	\$671.86	10568 JOHNSON AVE	CUPERTINO
375-28-034	01	SFR	1	\$671.86	10560 JOHNSON AVE	CUPERTINO

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
375-28-035	01	SFR	1	\$671.86	10552 JOHNSON AVE	CUPERTINO
375-28-036	01	SFR	1	\$671.86	10544 JOHNSON AVE	CUPERTINO
375-28-037	01	SFR	1	\$671.86	10536 JOHNSON AVE	CUPERTINO
375-28-038	01	SFR	1	\$671.86	10528 JOHNSON AVE	CUPERTINO
375-28-039	01	SFR	1	\$671.86	10520 JOHNSON AVE	CUPERTINO
375-28-040	01	SFR	1	\$671.86	10512 JOHNSON AVE	CUPERTINO
375-28-041	01	SFR	1	\$671.86	18690 BARNHART AVE	CUPERTINO
375-29-001	01	SFR	1	\$671.86	10721 WUNDERLICH DR	CUPERTINO
375-29-002	01	SFR	1	\$671.86	10731 WUNDERLICH DR	CUPERTINO
375-29-003	01	SFR	1	\$671.86	10741 WUNDERLICH DR	CUPERTINO
375-29-004	01	SFR	1	\$671.86	10751 WUNDERLICH DR	CUPERTINO
375-29-005	01	SFR	1	\$671.86	10761 WUNDERLICH DR	CUPERTINO
375-29-006	01	SFR	1	\$671.86	10775 WUNDERLICH DR	CUPERTINO
375-29-007	01	SFR	1	\$671.86	18685 HANNA DR	CUPERTINO
375-29-008	01	SFR	1	\$671.86	18701 HANNA DR	CUPERTINO
375-29-009	01	SFR	1	\$671.86	18711 HANNA DR	CUPERTINO
375-29-010	01	SFR	1	\$671.86	18721 HANNA DR	CUPERTINO
375-29-011	01	SFR	1	\$671.86	18731 HANNA DR	CUPERTINO
375-29-012	01	SFR	1	\$671.86	18741 HANNA DR	CUPERTINO
375-29-013	01	SFR	1	\$671.86	18751 HANNA DR	CUPERTINO
375-29-014	01	SFR	1	\$671.86	18761 HANNA DR	CUPERTINO
375-29-015	01	SFR	1	\$671.86	18775 HANNA DR	CUPERTINO
375-29-016	01	SFR	1	\$671.86	10740 GASCOIGNE DR	CUPERTINO
375-29-017	01	SFR	1	\$671.86	10728 GASCOIGNE DR	CUPERTINO
375-29-018	01	SFR	1	\$671.86	10716 GASCOIGNE DR	CUPERTINO
375-29-019	01	SFR	1	\$671.86	10704 GASCOIGNE DR	CUPERTINO
375-29-020	01	SFR	1	\$671.86	10692 GASCOIGNE DR	CUPERTINO
375-29-021	01	SFR	1	\$671.86	10711 WUNDERLICH DR	CUPERTINO
375-29-022	01	SFR	1	\$671.86	10835 WUNDERLICH DR	CUPERTINO
375-29-023	01	SFR	1	\$671.86	10851 WUNDERLICH DR	CUPERTINO
375-29-024	01	SFR	1	\$671.86	10865 WUNDERLICH DR	CUPERTINO
375-29-025	01	SFR	1	\$671.86	18661 NEWSOM AVE	CUPERTINO
375-29-026	01	SFR	1	\$671.86	18671 NEWSOM AVE	CUPERTINO
375-29-027	01	SFR	1	\$671.86	18681 NEWSOM AVE	CUPERTINO
375-29-028	01	SFR	1	\$671.86	18691 NEWSOM AVE	CUPERTINO
375-29-029	01	SFR	2	\$1,343.74	18701 NEWSOM AVE	CUPERTINO
375-29-030	01	SFR	1	\$671.86	18711 NEWSOM AVE	CUPERTINO
375-29-031	01	SFR	1	\$671.86	18721 NEWSOM AVE	CUPERTINO
375-29-032	01	SFR	1	\$671.86	18731 NEWSOM AVE	CUPERTINO
375-29-033	01	SFR	1	\$671.86	18741 NEWSOM AVE	CUPERTINO
375-29-034	01	SFR	1	\$671.86	18751 NEWSOM AVE	CUPERTINO
375-29-035	01	SFR	1	\$671.86	18761 NEWSOM AVE	CUPERTINO
375-29-036	01	SFR	1	\$671.86	18771 NEWSOM AVE	CUPERTINO
375-29-037	01	SFR	1	\$671.86	18781 NEWSOM AVE	CUPERTINO
375-29-038	01	SFR	1	\$671.86	18791 NEWSOM AVE	CUPERTINO

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
375-29-039	01	SFR	1	\$671.86	18801 NEWSOM AVE	CUPERTINO
375-29-040	01	SFR	1	\$671.86	18811 NEWSOM AVE	CUPERTINO
375-29-041	01	SFR	1	\$671.86	10820 GASCOIGNE DR	CUPERTINO
375-29-042	01	SFR	1	\$671.86	10802 GASCOIGNE DR	CUPERTINO
375-29-043	01	SFR	1	\$671.86	10784 GASCOIGNE DR	CUPERTINO
375-29-044	01	SFR	1	\$671.86	18800 HANNA DR	CUPERTINO
375-29-045	01	SFR	1	\$671.86	18790 HANNA DR	CUPERTINO
375-29-046	01	SFR	1	\$671.86	18780 HANNA DR	CUPERTINO
375-29-047	01	SFR	1	\$671.86	18770 HANNA DR	CUPERTINO
375-29-048	01	SFR	1	\$671.86	18760 HANNA DR	CUPERTINO
375-29-049	01	SFR	1	\$671.86	18750 HANNA DR	CUPERTINO
375-29-050	01	SFR	1	\$671.86	18740 HANNA DR	CUPERTINO
375-29-051	01	SFR	1	\$671.86	18730 HANNA DR	CUPERTINO
375-29-052	01	SFR	1	\$671.86	18720 HANNA DR	CUPERTINO
375-29-053	01	SFR	1	\$671.86	18710 HANNA DR	CUPERTINO
375-29-054	01	SFR	1	\$671.86	18700 HANNA DR	CUPERTINO
375-29-055	01	SFR	1	\$671.86	18690 HANNA DR	CUPERTINO
375-29-056	01	SFR	1	\$671.86	18680 HANNA DR	CUPERTINO
375-30-001	01	SFR	1	\$671.86	18660 NEWSOM AVE	CUPERTINO
375-30-002	01	SFR	1	\$671.86	18670 NEWSOM AVE	CUPERTINO
375-30-003	01	SFR	1	\$671.86	18680 NEWSOM AVE	CUPERTINO
375-30-004	01	SFR	1	\$671.86	18690 NEWSOM AVE	CUPERTINO
375-30-005	01	SFR	1	\$671.86	18700 NEWSOM AVE	CUPERTINO
375-30-006	01	SFR	1	\$671.86	18710 NEWSOM AVE	CUPERTINO
375-30-007	01	SFR	1	\$671.86	18720 NEWSOM AVE	CUPERTINO
375-30-008	01	SFR	1	\$671.86	18730 NEWSOM AVE	CUPERTINO
375-30-009	01	SFR	1	\$671.86	18740 NEWSOM AVE	CUPERTINO
375-30-010	01	SFR	1	\$671.86	18750 NEWSOM AVE	CUPERTINO
375-30-011	01	SFR	1	\$671.86	18760 NEWSOM AVE	CUPERTINO
375-30-012	01	SFR	1	\$671.86	18770 NEWSOM AVE	CUPERTINO
375-30-013	01	SFR	1	\$671.86	18780 NEWSOM AVE	CUPERTINO
375-30-014	01	SFR	1	\$671.86	18790 NEWSOM AVE	CUPERTINO
375-30-015	01	SFR	1	\$671.86	18800 NEWSOM AVE	CUPERTINO
375-30-016	01	SFR	1	\$671.86	18810 NEWSOM AVE	CUPERTINO
375-30-017	01	SFR	1	\$671.86	18820 NEWSOM AVE	CUPERTINO
375-30-018	01	SFR	1	\$671.86	18830 NEWSOM AVE	CUPERTINO
375-30-019	01	SFR	1	\$671.86	18840 NEWSOM AVE	CUPERTINO
375-30-020	01	SFR	1	\$671.86	18850 NEWSOM AVE	CUPERTINO
375-30-021	01	SFR	1	\$671.86	18860 NEWSOM AVE	CUPERTINO
375-30-022	01	SFR	1	\$671.86	10860 JOHNSON AVE	CUPERTINO
375-30-023	01	SFR	1	\$671.86	10850 JOHNSON AVE	CUPERTINO
375-30-024	01	SFR	1	\$671.86	10840 JOHNSON AVE	CUPERTINO
375-31-001	01	SFR	1	\$671.86	18891 NEWSOM AVE	CUPERTINO
375-31-002	01	SFR	1	\$671.86	10800 JOHNSON AVE	CUPERTINO
375-31-003	01	SFR	1	\$671.86	10784 JOHNSON AVE	CUPERTINO

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
375-31-004	01	SFR	1	\$671.86	10770 JOHNSON AVE	CUPERTINO
375-31-005	01	SFR	1	\$671.86	10760 JOHNSON AVE	CUPERTINO
375-31-006	01	SFR	1	\$671.86	10750 JOHNSON AVE	CUPERTINO
375-31-007	01	SFR	1	\$671.86	10740 JOHNSON AVE	CUPERTINO
375-31-008	01	SFR	1	\$671.86	10730 JOHNSON AVE	CUPERTINO
375-31-009	01	SFR	1	\$671.86	10720 JOHNSON AVE	CUPERTINO
375-31-010	01	SFR	1	\$671.86	10710 JOHNSON AVE	CUPERTINO
375-31-011	01	SFR	1	\$671.86	10700 JOHNSON AVE	CUPERTINO
375-31-012	01	SFR	1	\$671.86	10690 JOHNSON AVE	CUPERTINO
375-31-013	01	SFR	1	\$671.86	10680 JOHNSON AVE	CUPERTINO
375-31-014	01	SFR	1	\$671.86	10670 JOHNSON AVE	CUPERTINO
375-31-015	01	SFR	1	\$671.86	10675 GASCOIGNE DR	CUPERTINO
375-31-016	01	SFR	1	\$671.86	10687 GASCOIGNE DR	CUPERTINO
375-31-017	01	SFR	1	\$671.86	10699 GASCOIGNE DR	CUPERTINO
375-31-018	01	SFR	1	\$671.86	10711 GASCOIGNE DR	CUPERTINO
375-31-019	01	SFR	1	\$671.86	10721 GASCOIGNE DR	CUPERTINO
375-31-020	01	SFR	1	\$671.86	10731 GASCOIGNE DR	CUPERTINO
375-31-021	01	SFR	1	\$671.86	10741 GASCOIGNE DR	CUPERTINO
375-31-022	01	SFR	1	\$671.86	10751 GASCOIGNE DR	CUPERTINO
375-31-023	01	SFR	1	\$671.86	10761 GASCOIGNE DR	CUPERTINO
375-31-024	01	SFR	1	\$671.86	10771 GASCOIGNE DR	CUPERTINO
375-31-025	01	SFR	1	\$671.86	10781 GASCOIGNE DR	CUPERTINO
375-31-026	01	SFR	1	\$671.86	10791 GASCOIGNE DR	CUPERTINO
375-31-027	01	SFR	1	\$671.86	10801 GASCOIGNE DR	CUPERTINO
375-31-028	01	SFR	1	\$671.86	18855 NEWSOM AVE	CUPERTINO
375-31-029	01	SFR	1	\$671.86	10840 MINETTE DR	CUPERTINO
375-31-030	01	SFR	1	\$671.86	10830 MINETTE DR	CUPERTINO
375-31-031	01	SFR	1	\$671.86	10820 MINETTE DR	CUPERTINO
375-31-032	01	SFR	1	\$671.86	10810 MINETTE DR	CUPERTINO
375-31-033	01	SFR	1	\$671.86	10800 MINETTE DR	CUPERTINO
375-31-034	01	SFR	1	\$671.86	10790 MINETTE DR	CUPERTINO
375-31-035	01	SFR	1	\$671.86	10780 MINETTE DR	CUPERTINO
375-31-036	01	SFR	1	\$671.86	10770 MINETTE DR	CUPERTINO
375-31-037	01	SFR	1	\$671.86	10760 MINETTE DR	CUPERTINO
375-31-038	01	SFR	1	\$671.86	10750 MINETTE DR	CUPERTINO
375-31-039	01	SFR	1	\$671.86	10740 MINETTE DR	CUPERTINO
375-31-040	01	SFR	1	\$671.86	10730 MINETTE DR	CUPERTINO
375-31-041	01	SFR	1	\$671.86	10720 MINETTE DR	CUPERTINO
375-31-042	01	SFR	1	\$671.86	10710 MINETTE DR	CUPERTINO
375-31-043	01	SFR	1	\$671.86	10700 MINETTE DR	CUPERTINO
375-31-044	01	SFR	1	\$671.86	10690 MINETTE DR	CUPERTINO
375-31-045	01	SFR	1	\$671.86	10680 MINETTE DR	CUPERTINO
375-31-046	01	SFR	1	\$671.86	10670 MINETTE DR	CUPERTINO
375-31-047	01	SFR	1	\$671.86	10660 MINETTE DR	CUPERTINO
375-31-048	01	SFR	1	\$671.86	10650 MINETTE DR	CUPERTINO

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
375-31-049	01	SFR	1	\$671.86	10671 JOHNSON AVE	CUPERTINO
375-31-050	01	SFR	1	\$671.86	10681 JOHNSON AVE	CUPERTINO
375-31-051	01	SFR	1	\$671.86	10691 JOHNSON AVE	CUPERTINO
375-31-052	01	SFR	1	\$671.86	10701 JOHNSON AVE	CUPERTINO
375-31-053	01	SFR	1	\$671.86	10711 JOHNSON AVE	CUPERTINO
375-31-054	01	SFR	1	\$671.86	10721 JOHNSON AVE	CUPERTINO
375-31-055	01	SFR	1	\$671.86	10731 JOHNSON AVE	CUPERTINO
375-31-056	01	SFR	1	\$671.86	10741 JOHNSON AVE	CUPERTINO
375-31-057	01	SFR	1	\$671.86	10751 JOHNSON AVE	CUPERTINO
375-31-058	01	SFR	1	\$671.86	10761 JOHNSON AVE	CUPERTINO
375-31-059	01	SFR	1	\$671.86	10771 JOHNSON AVE	CUPERTINO
375-31-060	01	SFR	1	\$671.86	10781 JOHNSON AVE	CUPERTINO
375-31-061	01	SFR	1	\$671.86	10791 JOHNSON AVE	CUPERTINO
375-31-062	01	SFR	1	\$671.86	10801 JOHNSON AVE	CUPERTINO
375-31-063	01	SFR	1	\$671.86	10811 JOHNSON AVE	CUPERTINO
375-31-064	01	SFR	1	\$671.86	10821 JOHNSON AVE	CUPERTINO
375-31-065	01	SFR	1	\$671.86	10831 JOHNSON AVE	CUPERTINO
375-31-066	01	SFR	1	\$671.86	10841 JOHNSON AVE	CUPERTINO
375-32-001	01	SFR	1	\$671.86	18971 NEWSOM AVE	CUPERTINO
375-32-002	01	SFR	1	\$671.86	10832 CARVER DR	CUPERTINO
375-32-003	01	SFR	1	\$671.86	10818 CARVER DR	CUPERTINO
375-32-004	01	SFR	1	\$671.86	10804 CARVER DR	CUPERTINO
375-32-005	01	SFR	1	\$671.86	10790 CARVER DR	CUPERTINO
375-32-006	01	SFR	1	\$671.86	10776 CARVER DR	CUPERTINO
375-32-007	01	SFR	1	\$671.86	10766 CARVER DR	CUPERTINO
375-32-008	01	SFR	1	\$671.86	10756 CARVER DR	CUPERTINO
375-32-009	01	SFR	1	\$671.86	10742 CARVER DR	CUPERTINO
375-32-010	01	SFR	1	\$671.86	10728 CARVER DR	CUPERTINO
375-32-011	01	SFR	1	\$671.86	10714 CARVER DR	CUPERTINO
375-32-012	01	SFR	1	\$671.86	10700 CARVER DR	CUPERTINO
375-32-013	01	SFR	1	\$671.86	10692 CARVER DR	CUPERTINO
375-32-014	01	SFR	1	\$671.86	10684 CARVER DR	CUPERTINO
375-32-015	01	SFR	1	\$671.86	10676 CARVER DR	CUPERTINO
375-32-016	01	SFR	1	\$671.86	10668 CARVER DR	CUPERTINO
375-32-017	01	SFR	1	\$671.86	10660 CARVER DR	CUPERTINO
375-32-018	01	SFR	1	\$671.86	10650 CARVER DR	CUPERTINO
375-32-019	01	SFR	1	\$671.86	10640 CARVER DR	CUPERTINO
375-32-021	01	SFR	1	\$671.86	10616 CARVER DR	CUPERTINO
375-32-022	01	SFR	1	\$671.86	18890 TUGGLE AVE	CUPERTINO
375-32-023	01	SFR	1	\$671.86	18880 TUGGLE AVE	CUPERTINO
375-32-024	01	SFR	1	\$671.86	18870 TUGGLE AVE	CUPERTINO
375-32-025	01	SFR	1	\$671.86	18860 TUGGLE AVE	CUPERTINO
375-32-026	01	SFR	1	\$671.86	18850 TUGGLE AVE	CUPERTINO
375-32-027	01	SFR	1	\$671.86	18840 TUGGLE AVE	CUPERTINO
375-32-028	01	SFR	1	\$671.86	18832 TUGGLE AVE	CUPERTINO

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
375-32-029	01	SFR	1	\$671.86	18824 TUGGLE AVE	CUPERTINO
375-32-030	01	SFR	1	\$671.86	18816 TUGGLE AVE	CUPERTINO
375-32-031	01	SFR	1	\$671.86	18808 TUGGLE AVE	CUPERTINO
375-32-032	01	SFR	1	\$671.86	10641 WUNDERLICH DR	CUPERTINO
375-32-033	01	SFR	1	\$671.86	10647 MINETTE DR	CUPERTINO
375-32-034	01	SFR	1	\$671.86	10653 MINETTE DR	CUPERTINO
375-32-035	01	SFR	1	\$671.86	10659 MINETTE DR	CUPERTINO
375-32-036	01	SFR	1	\$671.86	10665 MINETTE DR	CUPERTINO
375-32-037	01	SFR	1	\$671.86	10671 MINETTE PL	CUPERTINO
375-32-038	01	SFR	1	\$671.86	10675 MINETTE PL	CUPERTINO
375-32-039	01	SFR	1	\$671.86	10679 MINETTE PL	CUPERTINO
375-32-040	01	SFR	1	\$671.86	10683 MINETTE PL	CUPERTINO
375-32-041	01	SFR	1	\$671.86	10687 MINETTE PL	CUPERTINO
375-32-042	01	SFR	1	\$671.86	10691 MINETTE PL	CUPERTINO
375-32-043	01	SFR	1	\$671.86	10695 MINETTE DR	CUPERTINO
375-32-044	01	SFR	1	\$671.86	10705 MINETTE DR	CUPERTINO
375-32-045	01	SFR	1	\$671.86	10715 MINETTE DR	CUPERTINO
375-32-046	01	SFR	1	\$671.86	10725 MINETTE DR	CUPERTINO
375-32-047	01	SFR	1	\$671.86	10735 MINETTE DR	CUPERTINO
375-32-048	01	SFR	1	\$671.86	10745 MINETTE DR	CUPERTINO
375-32-049	01	SFR	1	\$671.86	10755 MINETTE DR	CUPERTINO
375-32-050	01	SFR	1	\$671.86	10765 MINETTE DR	CUPERTINO
375-32-051	01	SFR	1	\$671.86	10775 MINETTE DR	CUPERTINO
375-32-052	01	SFR	1	\$671.86	10785 MINETTE DR	CUPERTINO
375-32-053	01	SFR	1	\$671.86	10795 MINETTE DR	CUPERTINO
375-32-054	01	SFR	1	\$671.86	10803 MINETTE DR	CUPERTINO
375-32-055	01	SFR	1	\$671.86	10811 MINETTE DR	CUPERTINO
375-32-056	01	SFR	1	\$671.86	10819 MINETTE DR	CUPERTINO
375-32-057	01	SFR	1	\$671.86	10827 MINETTE DR	CUPERTINO
375-32-058	01	SFR	1	\$671.86	10835 MINETTE DR	CUPERTINO
375-32-059	01	SFR	1	\$671.86	10843 MINETTE DR	CUPERTINO
375-33-001	01	SFR	1	\$671.86	10510 CULBERTSON DR	CUPERTINO
375-33-002	01	SFR	1	\$671.86	18980 BARNHART AVE	CUPERTINO
375-33-003	01	SFR	1	\$671.86	18970 BARNHART AVE	CUPERTINO
375-33-004	01	SFR	1	\$671.86	18960 BARNHART AVE	CUPERTINO
375-33-005	01	SFR	1	\$671.86	18950 BARNHART AVE	CUPERTINO
375-33-006	01	SFR	1	\$671.86	18940 BARNHART AVE	CUPERTINO
375-33-007	01	SFR	1	\$671.86	18930 BARNHART AVE	CUPERTINO
375-33-008	01	SFR	1	\$671.86	18920 BARNHART AVE	CUPERTINO
375-33-009	01	SFR	1	\$671.86	18910 BARNHART AVE	CUPERTINO
375-33-010	01	SFR	1	\$671.86	18900 BARNHART AVE	CUPERTINO
375-33-011	01	SFR	1	\$671.86	18890 BARNHART AVE	CUPERTINO
375-33-012	01	SFR	1	\$671.86	18880 BARNHART AVE	CUPERTINO
375-33-013	01	SFR	1	\$671.86	18870 BARNHART AVE	CUPERTINO
375-33-014	01	SFR	1	\$671.86	18860 BARNHART AVE	CUPERTINO

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
375-33-015	01	SFR	1	\$671.86	18850 BARNHART AVE	CUPERTINO
375-33-016	01	SFR	1	\$671.86	18840 BARNHART AVE	CUPERTINO
375-33-017	01	SFR	1	\$671.86	18830 BARNHART AVE	CUPERTINO
375-33-018	01	SFR	1	\$671.86	18820 BARNHART AVE	CUPERTINO
375-33-019	01	SFR	1	\$671.86	18810 BARNHART AVE	CUPERTINO
375-33-020	01	SFR	1	\$671.86	10541 WUNDERLICH DR	CUPERTINO
375-33-021	01	SFR	1	\$671.86	18817 PENDERGAST AVE	CUPERTINO
375-33-022	01	SFR	1	\$671.86	18825 PENDERGAST AVE	CUPERTINO
375-33-023	01	SFR	1	\$671.86	18833 PENDERGAST AVE	CUPERTINO
375-33-024	01	SFR	1	\$671.86	18841 PENDERGAST AVE	CUPERTINO
375-33-025	01	SFR	1	\$671.86	18851 PENDERGAST AVE	CUPERTINO
375-33-026	01	SFR	1	\$671.86	18861 PENDERGAST AVE	CUPERTINO
375-33-027	01	SFR	1	\$671.86	18871 PENDERGAST AVE	CUPERTINO
375-33-028	01	SFR	1	\$671.86	18881 PENDERGAST AVE	CUPERTINO
375-33-029	01	SFR	1	\$671.86	18891 PENDERGAST AVE	CUPERTINO
375-33-030	01	SFR	1	\$671.86	18901 PENDERGAST AVE	CUPERTINO
375-33-031	01	SFR	1	\$671.86	18911 PENDERGAST AVE	CUPERTINO
375-33-032	01	SFR	1	\$671.86	18921 PENDERGAST AVE	CUPERTINO
375-33-033	01	SFR	1	\$671.86	18931 PENDERGAST AVE	CUPERTINO
375-33-034	01	SFR	1	\$671.86	18941 PENDERGAST AVE	CUPERTINO
375-33-035	01	SFR	1	\$671.86	18951 PENDERGAST AVE	CUPERTINO
375-33-036	01	SFR	1	\$671.86	18961 PENDERGAST AVE	CUPERTINO
375-33-037	01	SFR	1	\$671.86	18971 PENDERGAST AVE	CUPERTINO
375-33-038	01	SFR	1	\$671.86	18981 PENDERGAST AVE	CUPERTINO
375-33-039	01	SFR	1	\$671.86	10540 CULBERTSON DR	CUPERTINO
375-33-040	01	SFR	1	\$671.86	10560 CARVER DR	CUPERTINO
375-33-041	01	SFR	1	\$671.86	18910 PENDERGAST AVE	CUPERTINO
375-33-042	01	SFR	1	\$671.86	18900 PENDERGAST AVE	CUPERTINO
375-33-043	01	SFR	1	\$671.86	18890 PENDERGAST AVE	CUPERTINO
375-33-044	01	SFR	1	\$671.86	18880 PENDERGAST AVE	CUPERTINO
375-33-045	01	SFR	1	\$671.86	18870 PENDERGAST AVE	CUPERTINO
375-33-046	01	SFR	1	\$671.86	18860 PENDERGAST AVE	CUPERTINO
375-33-047	01	SFR	1	\$671.86	18850 PENDERGAST AVE	CUPERTINO
375-33-048	01	SFR	1	\$671.86	18840 PENDERGAST AVE	CUPERTINO
375-33-049	01	SFR	1	\$671.86	18832 PENDERGAST AVE	CUPERTINO
375-33-050	01	SFR	1	\$671.86	18824 PENDERGAST AVE	CUPERTINO
375-33-051	01	SFR	1	\$671.86	18816 PENDERGAST AVE	CUPERTINO
375-33-052	01	SFR	1	\$671.86	10561 WUNDERLICH DR	CUPERTINO
375-33-053	01	SFR	2	\$1,343.74	10591 WUNDERLICH DR	CUPERTINO
375-33-054	01	SFR	1	\$671.86	18817 TUGGLE AVE	CUPERTINO
375-33-055	01	SFR	1	\$671.86	18825 TUGGLE AVE	CUPERTINO
375-33-056	01	SFR	1	\$671.86	18833 TUGGLE AVE	CUPERTINO
375-33-057	01	SFR	1	\$671.86	18841 TUGGLE AVE	CUPERTINO
375-33-058	01	SFR	1	\$671.86	18851 TUGGLE AVE	CUPERTINO
375-33-059	01	SFR	1	\$671.86	18861 TUGGLE AVE	CUPERTINO

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
375-33-060	01	SFR	1	\$671.86	18871 TUGGLE AVE	CUPERTINO
375-33-061	01	SFR	1	\$671.86	18881 TUGGLE AVE	CUPERTINO
375-33-062	01	SFR	1	\$671.86	18891 TUGGLE AVE	CUPERTINO
375-33-063	01	SFR	1	\$671.86	18901 TUGGLE AVE	CUPERTINO
375-33-064	01	SFR	1	\$671.86	18911 TUGGLE AVE	CUPERTINO
375-33-065	01	SFR	1	\$671.86	10590 CARVER DR	CUPERTINO
375-34-001	01	SFR	1	\$671.86	10591 CARVER DR	CUPERTINO
375-34-002	01	SFR	1	\$671.86	18955 TUGGLE AVE	CUPERTINO
375-34-003	01	SFR	1	\$671.86	18965 TUGGLE AVE	CUPERTINO
375-34-004	01	SFR	1	\$671.86	18975 TUGGLE AVE	CUPERTINO
375-34-005	01	SFR	1	\$671.86	18985 TUGGLE AVE	CUPERTINO
375-34-006	01	SFR	1	\$671.86	10601 MORENGO DR	CUPERTINO
375-34-007	01	SFR	1	\$671.86	10609 MORENGO DR	CUPERTINO
375-34-008	01	SFR	1	\$671.86	10617 MORENGO DR	CUPERTINO
375-34-009	01	SFR	1	\$671.86	10625 MORENGO DR	CUPERTINO
375-34-010	01	SFR	1	\$671.86	10633 MORENGO DR	CUPERTINO
375-34-011	01	SFR	1	\$671.86	10641 MORENGO DR	CUPERTINO
375-34-012	01	SFR	1	\$671.86	10649 MORENGO DR	CUPERTINO
375-34-013	01	SFR	1	\$671.86	10657 MORENGO DR	CUPERTINO
375-34-014	01	SFR	1	\$671.86	10665 MORENGO DR	CUPERTINO
375-34-015	01	SFR	1	\$671.86	10673 MORENGO DR	CUPERTINO
375-34-016	01	SFR	1	\$671.86	10685 MORENGO DR	CUPERTINO
375-34-017	01	SFR	1	\$671.86	10697 MORENGO DR	CUPERTINO
375-34-018	01	SFR	1	\$671.86	10709 MORENGO DR	CUPERTINO
375-34-019	01	SFR	1	\$671.86	10721 MORENGO DR	CUPERTINO
375-34-020	01	SFR	1	\$671.86	19021 MEIGGS LN	CUPERTINO
375-34-021	01	SFR	1	\$671.86	10732 CULBERTSON DR	CUPERTINO
375-34-022	01	SFR	1	\$671.86	10720 CULBERTSON DR	CUPERTINO
375-34-023	01	SFR	1	\$671.86	10708 CULBERTSON DR	CUPERTINO
375-34-024	01	SFR	1	\$671.86	10696 CULBERTSON DR	CUPERTINO
375-34-025	01	SFR	1	\$671.86	10684 CULBERTSON DR	CUPERTINO
375-34-026	01	SFR	1	\$671.86	10672 CULBERTSON DR	CUPERTINO
375-34-027	01	SFR	1	\$671.86	10660 CULBERTSON DR	CUPERTINO
375-34-028	01	SFR	1	\$671.86	10650 CULBERTSON DR	CUPERTINO
375-34-029	01	SFR	1	\$671.86	10640 CULBERTSON DR	CUPERTINO
375-34-030	01	SFR	1	\$671.86	10630 CULBERTSON DR	CUPERTINO
375-34-031	01	SFR	1	\$671.86	10620 CULBERTSON DR	CUPERTINO
375-34-032	01	SFR	1	\$671.86	10610 CULBERTSON DR	CUPERTINO
375-34-033	01	SFR	1	\$671.86	10600 CULBERTSON DR	CUPERTINO
375-34-034	01	SFR	1	\$671.86	10590 CULBERTSON DR	CUPERTINO
375-34-035	01	SFR	1	\$671.86	10582 CULBERTSON DR	CUPERTINO
375-34-036	01	SFR	1	\$671.86	10574 CULBERTSON DR	CUPERTINO
375-34-037	01	SFR	2	\$1,343.74	10566 CULBERTSON DR	CUPERTINO
375-34-038	01	SFR	1	\$671.86	10558 CULBERTSON DR	CUPERTINO
375-34-039	01	SFR	1	\$671.86	18996 PENDERGAST AVE	CUPERTINO

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
375-34-040	01	SFR	1	\$671.86	18984 PENDERGAST AVE	CUPERTINO
375-34-041	01	SFR	1	\$671.86	18974 PENDERGAST AVE	CUPERTINO
375-34-042	01	SFR	1	\$671.86	18964 PENDERGAST AVE	CUPERTINO
375-34-043	01	SFR	1	\$671.86	18954 PENDERGAST AVE	CUPERTINO
375-34-044	01	SFR	1	\$671.86	10561 CARVER DR	CUPERTINO
375-34-045	69	SFR	1	\$671.86	18930 TUGGLE AVE	CUPERTINO
375-34-046	01	SFR	1	\$671.86	10621 CARVER DR	CUPERTINO
375-34-047	01	SFR	1	\$671.86	10631 CARVER DR	CUPERTINO
375-34-048	01	SFR	1	\$671.86	10641 CARVER DR	CUPERTINO
375-34-049	01	SFR	1	\$671.86	10651 CARVER DR	CUPERTINO
375-34-050	01	SFR	1	\$671.86	10661 CARVER DR	CUPERTINO
375-34-051	01	SFR	1	\$671.86	10671 CARVER DR	CUPERTINO
375-34-052	01	SFR	1	\$671.86	18821 HUNTER WAY	CUPERTINO
375-34-053	01	SFR	1	\$671.86	18831 HUNTER WAY	CUPERTINO
375-34-054	01	SFR	1	\$671.86	18841 HUNTER WAY	CUPERTINO
375-34-055	01	SFR	1	\$671.86	18851 HUNTER WAY	CUPERTINO
375-34-056	01	SFR	1	\$671.86	18861 HUNTER WAY	CUPERTINO
375-34-057	01	SFR	1	\$671.86	18871 HUNTER WAY	CUPERTINO
375-34-058	01	SFR	1	\$671.86	10670 MORENGO DR	CUPERTINO
375-34-059	01	SFR	1	\$671.86	10650 MORENGO DR	CUPERTINO
375-34-060	01	SFR	1	\$671.86	10640 MORENGO DR	CUPERTINO
375-34-061	01	SFR	1	\$671.86	10630 MORENGO DR	CUPERTINO
375-34-062	01	SFR	1	\$671.86	10620 MORENGO DR	CUPERTINO
375-34-063	01	SFR	1	\$671.86	10610 MORENGO DR	CUPERTINO
375-34-064	01	SFR	1	\$671.86	10611 TUGGLE PL	CUPERTINO
375-34-065	01	SFR	1	\$671.86	10621 TUGGLE PL	CUPERTINO
375-34-066	01	SFR	1	\$671.86	10631 TUGGLE PL	CUPERTINO
375-34-067	01	SFR	1	\$671.86	10640 TUGGLE PL	CUPERTINO
375-34-068	01	SFR	1	\$671.86	10630 TUGGLE PL	CUPERTINO
375-34-069	01	SFR	1	\$671.86	10620 TUGGLE PL	CUPERTINO
375-34-070	01	SFR	1	\$671.86	10610 TUGGLE PL	CUPERTINO
375-35-001	01	SFR	1	\$671.86	18830 HUNTER WAY	CUPERTINO
375-35-002	01	SFR	1	\$671.86	10721 CARVER DR	CUPERTINO
375-35-003	01	SFR	1	\$671.86	10731 CARVER DR	CUPERTINO
375-35-004	01	SFR	1	\$671.86	10741 CARVER DR	CUPERTINO
375-35-005	01	SFR	1	\$671.86	10751 CARVER DR	CUPERTINO
375-35-006	01	SFR	1	\$671.86	10775 CARVER DR	CUPERTINO
375-35-007	01	SFR	1	\$671.86	18900 NEWSOM AVE	CUPERTINO
375-35-008	01	SFR	1	\$671.86	18910 NEWSOM AVE	CUPERTINO
375-35-009	01	SFR	1	\$671.86	18920 NEWSOM AVE	CUPERTINO
375-35-010	01	SFR	1	\$671.86	18930 NEWSOM AVE	CUPERTINO
375-35-011	01	SFR	1	\$671.86	18940 NEWSOM AVE	CUPERTINO
375-35-012	01	SFR	1	\$671.86	18950 NEWSOM AVE	CUPERTINO
375-35-013	01	SFR	1	\$671.86	18960 NEWSOM AVE	CUPERTINO
375-35-014	01	SFR	1	\$671.86	18970 NEWSOM AVE	CUPERTINO

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
375-35-015	01	SFR	1	\$671.86	18980 NEWSOM AVE	CUPERTINO
375-35-044	01	SFR	1	\$671.86	19148 MEIGGS LN	CUPERTINO
375-35-045	01	SFR	1	\$671.86	19130 MEIGGS LN	CUPERTINO
375-35-046	01	SFR	1	\$671.86	19120 MEIGGS LN	CUPERTINO
375-35-047	01	SFR	1	\$671.86	19110 MEIGGS LN	CUPERTINO
375-35-048	01	SFR	1	\$671.86	19100 MEIGGS LN	CUPERTINO
375-35-049	01	SFR	1	\$671.86	19090 MEIGGS LN	CUPERTINO
375-35-050	01	SFR	1	\$671.86	19080 MEIGGS LN	CUPERTINO
375-35-051	01	SFR	1	\$671.86	19070 MEIGGS LN	CUPERTINO
375-35-052	01	SFR	1	\$671.86	19060 MEIGGS LN	CUPERTINO
375-35-053	01	SFR	1	\$671.86	19050 MEIGGS LN	CUPERTINO
375-35-054	01	SFR	1	\$671.86	19040 MEIGGS LN	CUPERTINO
375-35-055	01	SFR	1	\$671.86	19030 MEIGGS LN	CUPERTINO
375-35-056	01	SFR	1	\$671.86	10778 MORENGO DR	CUPERTINO
375-35-057	01	SFR	1	\$671.86	10760 MORENGO DR	CUPERTINO
375-35-058	01	SFR	1	\$671.86	10744 MORENGO DR	CUPERTINO
375-35-059	01	SFR	1	\$671.86	10732 MORENGO DR	CUPERTINO
375-35-060	01	SFR	1	\$671.86	10720 MORENGO DR	CUPERTINO
375-35-061	01	SFR	1	\$671.86	10700 MORENGO DR	CUPERTINO
375-35-062	01	SFR	1	\$671.86	18868 HUNTER WAY	CUPERTINO
375-35-063	01	SFR	1	\$671.86	18856 HUNTER WAY	CUPERTINO
375-35-064	01	SFR	1	\$671.86	18844 HUNTER WAY	CUPERTINO
375-36-001	01	SFR	1	\$671.86	19085 MEIGGS LN	CUPERTINO
375-36-002	01	SFR	1	\$671.86	10720 JOHANSEN DR	CUPERTINO
375-36-003	01	SFR	1	\$671.86	10708 JOHANSEN DR	CUPERTINO
375-36-004	01	SFR	1	\$671.86	10696 JOHANSEN DR	CUPERTINO
375-36-005	01	SFR	1	\$671.86	10684 JOHANSEN DR	CUPERTINO
375-36-006	01	SFR	1	\$671.86	10672 JOHANSEN DR	CUPERTINO
375-36-007	01	SFR	1	\$671.86	10660 JOHANSEN DR	CUPERTINO
375-36-008	01	SFR	1	\$671.86	10650 JOHANSEN DR	CUPERTINO
375-36-009	01	SFR	1	\$671.86	10640 JOHANSEN DR	CUPERTINO
375-36-010	01	SFR	1	\$671.86	10630 JOHANSEN DR	CUPERTINO
375-36-011	01	SFR	1	\$671.86	10620 JOHANSEN DR	CUPERTINO
375-36-012	01	SFR	1	\$671.86	10610 JOHANSEN DR	CUPERTINO
375-36-013	01	SFR	1	\$671.86	10600 JOHANSEN DR	CUPERTINO
375-36-014	01	SFR	1	\$671.86	10592 JOHANSEN DR	CUPERTINO
375-36-015	01	SFR	1	\$671.86	10584 JOHANSEN DR	CUPERTINO
375-36-016	01	SFR	1	\$671.86	10576 JOHANSEN DR	CUPERTINO
375-36-017	01	SFR	1	\$671.86	10568 JOHANSEN DR	CUPERTINO
375-36-018	01	SFR	1	\$671.86	19050 PENDERGAST AVE	CUPERTINO
375-36-019	01	SFR	1	\$671.86	10561 CULBERTSON DR	CUPERTINO
375-36-020	01	SFR	1	\$671.86	10571 CULBERTSON DR	CUPERTINO
375-36-021	01	SFR	1	\$671.86	10579 CULBERTSON DR	CUPERTINO
375-36-022	01	SFR	1	\$671.86	10589 CULBERTSON DR	CUPERTINO
375-36-023	01	SFR	1	\$671.86	10595 CULBERTSON DR	CUPERTINO

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
375-36-024	01	SFR	1	\$671.86	10603 CULBERTSON DR	CUPERTINO
375-36-025	01	SFR	1	\$671.86	10611 CULBERTSON DR	CUPERTINO
375-36-026	01	SFR	1	\$671.86	10619 CULBERTSON DR	CUPERTINO
375-36-028	01	SFR	1	\$671.86	10635 CULBERTSON DR	CUPERTINO
375-36-029	01	SFR	1	\$671.86	10645 CULBERTSON DR	CUPERTINO
375-36-030	01	SFR	1	\$671.86	10655 CULBERTSON DR	CUPERTINO
375-36-031	01	SFR	1	\$671.86	10665 CULBERTSON DR	CUPERTINO
375-36-032	01	SFR	1	\$671.86	10673 CULBERTSON DR	CUPERTINO
375-36-033	01	SFR	1	\$671.86	10685 CULBERTSON DR	CUPERTINO
375-36-034	01	SFR	1	\$671.86	10697 CULBERTSON DR	CUPERTINO
375-36-035	01	SFR	1	\$671.86	10709 CULBERTSON DR	CUPERTINO
375-36-036	01	SFR	1	\$671.86	10721 CULBERTSON DR	CUPERTINO
375-36-037	01	SFR	1	\$671.86	10733 CULBERTSON DR	CUPERTINO
375-37-001	01	SFR	1	\$671.86	19141 MEIGGS LN	CUPERTINO
375-37-002	01	SFR	1	\$671.86	10720 S TANTAU AVE	CUPERTINO
375-37-003	01	SFR	1	\$671.86	10708 S TANTAU AVE	CUPERTINO
375-37-004	01	SFR	1	\$671.86	10696 S TANTAU AVE	CUPERTINO
375-37-005	01	SFR	1	\$671.86	10684 S TANTAU AVE	CUPERTINO
375-37-006	01	SFR	1	\$671.86	10672 S TANTAU AVE	CUPERTINO
375-37-007	01	SFR	1	\$671.86	10660 S TANTAU AVE	CUPERTINO
375-37-008	01	SFR	1	\$671.86	10650 S TANTAU AVE	CUPERTINO
375-37-009	01	SFR	1	\$671.86	10640 S TANTAU AVE	CUPERTINO
375-37-010	01	SFR	1	\$671.86	10630 S TANTAU AVE	CUPERTINO
375-37-011	01	SFR	1	\$671.86	10620 S TANTAU AVE	CUPERTINO
375-37-012	01	SFR	1	\$671.86	10610 S TANTAU AVE	CUPERTINO
375-37-013	01	SFR	1	\$671.86	10600 S TANTAU AVE	CUPERTINO
375-37-014	01	SFR	1	\$671.86	10590 S TANTAU AVE	CUPERTINO
375-37-015	01	SFR	1	\$671.86	10580 S TANTAU AVE	CUPERTINO
375-37-016	01	SFR	1	\$671.86	10570 S TANTAU AVE	CUPERTINO
375-37-017	01	SFR	1	\$671.86	10560 S TANTAU AVE	CUPERTINO
375-37-018	01	SFR	1	\$671.86	10548 S TANTAU AVE	CUPERTINO
375-37-019	01	SFR	1	\$671.86	10536 S TANTAU AVE	CUPERTINO
375-37-020	01	SFR	1	\$671.86	10524 S TANTAU AVE	CUPERTINO
375-37-021	01	SFR	1	\$671.86	10510 S TANTAU AVE	CUPERTINO
375-37-022	01	SFR	1	\$671.86	19144 BARNHART AVE	CUPERTINO
375-37-023	01	SFR	1	\$671.86	19134 BARNHART AVE	CUPERTINO
375-37-024	01	SFR	1	\$671.86	10511 BARNHART CT	CUPERTINO
375-37-025	01	SFR	1	\$671.86	10525 BARNHART CT	CUPERTINO
375-37-026	01	SFR	1	\$671.86	10541 BARNHART CT	CUPERTINO
375-37-027	01	SFR	1	\$671.86	10550 BARNHART CT	CUPERTINO
375-37-028	01	SFR	1	\$671.86	10540 BARNHART CT	CUPERTINO
375-37-031	01	SFR	1	\$671.86	10520 BARNHART CT	CUPERTINO
375-37-032	01	SFR	1	\$671.86	10510 BARNHART CT	CUPERTINO
375-37-033	01	SFR	1	\$671.86	19090 BARNHART AVE	CUPERTINO
375-37-034	01	SFR	1	\$671.86	19080 BARNHART AVE	CUPERTINO

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
375-37-035	01	SFR	1	\$671.86	19070 BARNHART AVE	CUPERTINO
375-37-036	01	SFR	1	\$671.86	19060 BARNHART AVE	CUPERTINO
375-37-037	01	SFR	1	\$671.86	19050 BARNHART AVE	CUPERTINO
375-37-038	01	SFR	1	\$671.86	19040 BARNHART AVE	CUPERTINO
375-37-039	01	SFR	1	\$671.86	19030 BARNHART AVE	CUPERTINO
375-37-040	01	SFR	1	\$671.86	19020 BARNHART AVE	CUPERTINO
375-37-041	01	SFR	1	\$671.86	19010 BARNHART AVE	CUPERTINO
375-37-042	01	SFR	1	\$671.86	19015 PENDERGAST AVE	CUPERTINO
375-37-043	01	SFR	1	\$671.86	19025 PENDERGAST AVE	CUPERTINO
375-37-044	01	SFR	1	\$671.86	19035 PENDERGAST AVE	CUPERTINO
375-37-045	01	SFR	1	\$671.86	19045 PENDERGAST AVE	CUPERTINO
375-37-046	01	SFR	1	\$671.86	19055 PENDERGAST AVE	CUPERTINO
375-37-047	01	SFR	1	\$671.86	19065 PENDERGAST AVE	CUPERTINO
375-37-048	01	SFR	1	\$671.86	10551 JOHANSEN DR	CUPERTINO
375-37-049	01	SFR	1	\$671.86	10561 JOHANSEN DR	CUPERTINO
375-37-050	01	SFR	1	\$671.86	10569 JOHANSEN DR	CUPERTINO
375-37-051	01	SFR	1	\$671.86	10577 JOHANSEN DR	CUPERTINO
375-37-052	01	SFR	1	\$671.86	10585 JOHANSEN DR	CUPERTINO
375-37-053	01	SFR	1	\$671.86	10593 JOHANSEN DR	CUPERTINO
375-37-054	01	SFR	1	\$671.86	10599 JOHANSEN DR	CUPERTINO
375-37-055	01	SFR	1	\$671.86	10605 JOHANSEN DR	CUPERTINO
375-37-056	01	SFR	1	\$671.86	10611 JOHANSEN DR	CUPERTINO
375-37-057	01	SFR	1	\$671.86	10617 JOHANSEN DR	CUPERTINO
375-37-058	01	SFR	1	\$671.86	10623 JOHANSEN DR	CUPERTINO
375-37-059	01	SFR	1	\$671.86	10633 JOHANSEN DR	CUPERTINO
375-37-060	01	SFR	1	\$671.86	10641 JOHANSEN DR	CUPERTINO
375-37-061	01	SFR	1	\$671.86	10651 JOHANSEN DR	CUPERTINO
375-37-062	01	SFR	1	\$671.86	10661 JOHANSEN DR	CUPERTINO
375-37-063	01	SFR	1	\$671.86	10673 JOHANSEN DR	CUPERTINO
375-37-064	01	SFR	1	\$671.86	10685 JOHANSEN DR	CUPERTINO
375-37-065	01	SFR	1	\$671.86	10697 JOHANSEN DR	CUPERTINO
375-37-066	01	SFR	1	\$671.86	10709 JOHANSEN DR	CUPERTINO
375-37-067	01	SFR	1	\$671.86	10721 JOHANSEN DR	CUPERTINO
375-37-068	01	SFR	1	\$671.86	19125 MEIGGS LN	CUPERTINO
375-37-069	01	SFR	1	\$671.86	10530 BARNHART CT	CUPERTINO
375-40-040	01	SFR	1	\$671.86	10479 S TANTAU AVE	CUPERTINO
375-40-041	01	SFR	1	\$671.86	19171 PHIL LN	CUPERTINO
375-40-042	01	SFR	1	\$671.86	19181 PHIL LN	CUPERTINO
375-40-043	01	SFR	1	\$671.86	19191 PHIL LN	CUPERTINO
375-40-044	01	SFR	1	\$671.86	19201 PHIL LN	CUPERTINO
375-40-045	01	SFR	1	\$671.86	19211 PHIL LN	CUPERTINO
375-40-046	01	SFR	1	\$671.86	19221 PHIL LN	CUPERTINO
375-40-047	01	SFR	1	\$671.86	19231 PHIL LN	CUPERTINO
375-40-048	01	SFR	1	\$671.86	19241 PHIL LN	CUPERTINO
375-40-049	01	SFR	1	\$671.86	19251 PHIL LN	CUPERTINO

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
375-40-050	01	SFR	1	\$671.86	19261 PHIL LN	CUPERTINO
375-40-051	01	SFR	1	\$671.86	19271 PHIL LN	CUPERTINO
375-40-052	01	SFR	1	\$671.86	10455 FINCH AVE	CUPERTINO
375-40-053	01	SFR	1	\$671.86	10430 FINCH AVE	CUPERTINO
375-40-054	01	SFR	1	\$671.86	19270 TILSON AVE	CUPERTINO
375-40-055	01	SFR	1	\$671.86	19260 TILSON AVE	CUPERTINO
375-40-056	01	SFR	1	\$671.86	19250 TILSON AVE	CUPERTINO
375-40-057	01	SFR	1	\$671.86	19240 TILSON AVE	CUPERTINO
375-40-058	01	SFR	1	\$671.86	19230 TILSON AVE	CUPERTINO
375-40-059	01	SFR	1	\$671.86	19220 TILSON AVE	CUPERTINO
375-40-060	01	SFR	1	\$671.86	19210 TILSON AVE	CUPERTINO
375-40-061	01	SFR	1	\$671.86	19200 TILSON AVE	CUPERTINO
375-40-062	01	SFR	1	\$671.86	19190 TILSON AVE	CUPERTINO
375-40-063	01	SFR	1	\$671.86	19180 TILSON AVE	CUPERTINO
375-40-064	01	SFR	1	\$671.86	19170 TILSON AVE	CUPERTINO
375-40-065	01	SFR	1	\$671.86	19160 TILSON AVE	CUPERTINO
375-40-066	01	SFR	1	\$671.86	10455 S TANTAU AVE	CUPERTINO
378-01-038	01	SFR	1	\$671.86	5567 KIMBERLY ST	SAN JOSE
378-01-039	01	SFR	1	\$671.86	5579 KIMBERLY ST	SAN JOSE
378-01-040	01	SFR	1	\$671.86	5591 KIMBERLY ST	SAN JOSE
378-01-041	01	SFR	1	\$671.86	5603 KIMBERLY ST	SAN JOSE
378-01-042	01	SFR	1	\$671.86	5615 KIMBERLY ST	SAN JOSE
378-01-043	01	SFR	1	\$671.86	5627 KIMBERLY ST	SAN JOSE
378-01-044	01	SFR	1	\$671.86	5639 KIMBERLY ST	SAN JOSE
378-01-045	01	SFR	1	\$671.86	5651 KIMBERLY ST	SAN JOSE
378-01-046	01	SFR	1	\$671.86	5663 KIMBERLY ST	SAN JOSE
378-01-048	01	SFR	1	\$671.86	5675 KIMBERLY ST	SAN JOSE
378-01-049	01	SFR	1	\$671.86	5671 KIMBERLY ST	SAN JOSE
378-01-050	01	SFR	1	\$671.86	5667 KIMBERLY ST	SAN JOSE
378-02-001	01	SFR	1	\$671.86	5688 KIMBERLY ST	SAN JOSE
378-02-002	01	SFR	1	\$671.86	5676 KIMBERLY ST	SAN JOSE
378-02-003	01	SFR	1	\$671.86	5664 KIMBERLY ST	SAN JOSE
378-02-004	01	SFR	1	\$671.86	5652 KIMBERLY ST	SAN JOSE
378-02-005	01	SFR	1	\$671.86	5640 KIMBERLY ST	SAN JOSE
378-02-006	01	SFR	1	\$671.86	1003 HUNTINGDON DR	SAN JOSE
378-02-007	01	SFR	1	\$671.86	1007 HUNTINGDON DR	SAN JOSE
378-02-008	01	SFR	1	\$671.86	1011 HUNTINGDON DR	SAN JOSE
378-02-009	01	SFR	1	\$671.86	1015 PROUTY WAY	SAN JOSE
378-02-010	01	SFR	1	\$671.86	1017 PROUTY WAY	SAN JOSE
378-02-011	01	SFR	1	\$671.86	1019 PROUTY WAY	SAN JOSE
378-02-012	01	SFR	1	\$671.86	1021 PROUTY WAY	SAN JOSE
378-02-013	01	SFR	1	\$671.86	1023 PROUTY WAY	SAN JOSE
378-02-014	01	SFR	1	\$671.86	1025 PROUTY WAY	SAN JOSE
378-02-015	01	SFR	1	\$671.86	1027 PROUTY WAY	SAN JOSE
378-02-016	01	SFR	1	\$671.86	1031 PROUTY WAY	SAN JOSE

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
378-02-017	01	SFR	1	\$671.86	1035 PROUTY WAY	SAN JOSE
378-02-018	01	SFR	1	\$671.86	1039 PROUTY WAY	SAN JOSE
378-02-019	01	SFR	1	\$671.86	1043 PROUTY WAY	SAN JOSE
378-02-020	01	SFR	1	\$671.86	1047 PROUTY WAY	SAN JOSE
378-02-021	01	SFR	1	\$671.86	1051 PROUTY WAY	SAN JOSE
378-02-022	01	SFR	1	\$671.86	1055 PROUTY WAY	SAN JOSE
378-02-023	01	SFR	1	\$671.86	1059 PROUTY WAY	SAN JOSE
378-02-024	01	SFR	1	\$671.86	1063 PROUTY WAY	SAN JOSE
378-02-025	01	SFR	1	\$671.86	1067 PROUTY WAY	SAN JOSE
378-02-026	01	SFR	1	\$671.86	1071 PROUTY WAY	SAN JOSE
378-02-027	01	SFR	1	\$671.86	1075 PROUTY WAY	SAN JOSE
378-02-028	01	SFR	1	\$671.86	1079 PROUTY WAY	SAN JOSE
378-02-029	01	SFR	1	\$671.86	1083 PROUTY WAY	SAN JOSE
378-02-030	01	SFR	1	\$671.86	1095 PROUTY WAY	SAN JOSE
378-02-031	01	SFR	1	\$671.86	1099 PROUTY WAY	SAN JOSE
378-02-032	01	SFR	1	\$671.86	1092 JOHNSON AVE	SAN JOSE
378-02-033	01	SFR	1	\$671.86	1088 JOHNSON AVE	SAN JOSE
378-02-034	01	SFR	1	\$671.86	1084 JOHNSON AVE	SAN JOSE
378-02-035	01	SFR	1	\$671.86	1080 JOHNSON AVE	SAN JOSE
378-02-036	01	SFR	1	\$671.86	1076 JOHNSON AVE	SAN JOSE
378-02-037	01	SFR	1	\$671.86	1072 JOHNSON AVE	SAN JOSE
378-02-038	01	SFR	1	\$671.86	1068 JOHNSON AVE	SAN JOSE
378-02-039	01	SFR	1	\$671.86	1064 JOHNSON AVE	SAN JOSE
378-02-040	01	SFR	1	\$671.86	1060 JOHNSON AVE	SAN JOSE
378-02-041	01	SFR	1	\$671.86	1054 JOHNSON AVE	SAN JOSE
378-02-042	01	SFR	1	\$671.86	1050 JOHNSON AVE	SAN JOSE
378-02-043	01	SFR	1	\$671.86	1046 JOHNSON AVE	SAN JOSE
378-02-044	01	SFR	1	\$671.86	1042 JOHNSON AVE	SAN JOSE
378-02-045	01	SFR	1	\$671.86	1038 JOHNSON AVE	SAN JOSE
378-02-046	01	SFR	1	\$671.86	1032 JOHNSON AVE	SAN JOSE
378-02-047	01	SFR	1	\$671.86	1028 JOHNSON AVE	SAN JOSE
378-02-048	01	SFR	1	\$671.86	1024 JOHNSON AVE	SAN JOSE
378-02-049	01	SFR	1	\$671.86	1020 JOHNSON AVE	SAN JOSE
378-02-050	01	SFR	1	\$671.86	1016 JOHNSON AVE	SAN JOSE
378-03-001	01	SFR	1	\$671.86	1019 HUNTINGDON DR	SAN JOSE
378-03-002	01	SFR	1	\$671.86	1023 HUNTINGDON DR	SAN JOSE
378-03-003	01	SFR	1	\$671.86	1027 HUNTINGDON DR	SAN JOSE
378-03-004	01	SFR	1	\$671.86	1029 HUNTINGDON DR	SAN JOSE
378-03-005	01	SFR	1	\$671.86	1033 HUNTINGDON DR	SAN JOSE
378-03-006	01	SFR	1	\$671.86	1037 HUNTINGDON DR	SAN JOSE
378-03-007	01	SFR	1	\$671.86	1041 HUNTINGDON DR	SAN JOSE
378-03-008	01	SFR	1	\$671.86	1045 HUNTINGDON DR	SAN JOSE
378-03-009	01	SFR	1	\$671.86	1049 HUNTINGDON DR	SAN JOSE
378-03-010	01	SFR	1	\$671.86	1053 HUNTINGDON DR	SAN JOSE
378-03-011	01	SFR	1	\$671.86	1057 HUNTINGDON DR	SAN JOSE

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
378-03-012	01	SFR	1	\$671.86	1061 HUNTINGDON DR	SAN JOSE
378-03-013	01	SFR	1	\$671.86	1065 HUNTINGDON DR	SAN JOSE
378-03-014	01	SFR	1	\$671.86	1069 HUNTINGDON DR	SAN JOSE
378-03-015	01	SFR	1	\$671.86	1073 HUNTINGDON DR	SAN JOSE
378-03-016	01	SFR	1	\$671.86	1077 HUNTINGDON DR	SAN JOSE
378-03-017	01	SFR	1	\$671.86	1081 HUNTINGDON DR	SAN JOSE
378-03-018	01	SFR	1	\$671.86	1085 HUNTINGDON DR	SAN JOSE
378-03-019	01	SFR	1	\$671.86	1089 HUNTINGDON DR	SAN JOSE
378-03-020	01	SFR	1	\$671.86	1093 HUNTINGDON DR	SAN JOSE
378-03-021	01	SFR	1	\$671.86	1097 HUNTINGDON DR	SAN JOSE
378-03-022	01	SFR	1	\$671.86	5721 HARDER ST	SAN JOSE
378-03-023	01	SFR	1	\$671.86	5733 HARDER ST	SAN JOSE
378-03-024	01	SFR	1	\$671.86	5745 HARDER ST	SAN JOSE
378-03-025	01	SFR	1	\$671.86	5751 HARDER ST	SAN JOSE
378-03-026	01	SFR	1	\$671.86	5769 HARDER ST	SAN JOSE
378-03-027	01	SFR	1	\$671.86	1116 JOHNSON AVE	SAN JOSE
378-03-028	01	SFR	1	\$671.86	1112 JOHNSON AVE	SAN JOSE
378-03-029	01	SFR	1	\$671.86	1108 JOHNSON AVE	SAN JOSE
378-03-030	01	SFR	1	\$671.86	1104 JOHNSON AVE	SAN JOSE
378-03-031	01	SFR	1	\$671.86	1098 PROUTY WAY	SAN JOSE
378-03-032	01	SFR	1	\$671.86	1094 PROUTY WAY	SAN JOSE
378-03-033	01	SFR	1	\$671.86	1092 PROUTY WAY	SAN JOSE
378-03-034	01	SFR	1	\$671.86	1090 PROUTY WAY	SAN JOSE
378-03-035	01	SFR	1	\$671.86	1088 PROUTY WAY	SAN JOSE
378-03-036	01	SFR	1	\$671.86	1086 PROUTY WAY	SAN JOSE
378-03-037	01	SFR	1	\$671.86	1084 PROUTY WAY	SAN JOSE
378-03-038	01	SFR	1	\$671.86	1080 PROUTY WAY	SAN JOSE
378-03-039	01	SFR	1	\$671.86	1078 PROUTY WAY	SAN JOSE
378-03-040	01	SFR	1	\$671.86	1074 PROUTY WAY	SAN JOSE
378-03-041	01	SFR	1	\$671.86	1070 PROUTY WAY	SAN JOSE
378-03-042	01	SFR	1	\$671.86	1066 PROUTY WAY	SAN JOSE
378-03-043	01	SFR	1	\$671.86	1062 PROUTY WAY	SAN JOSE
378-03-044	01	SFR	1	\$671.86	1058 PROUTY WAY	SAN JOSE
378-03-045	01	SFR	1	\$671.86	1054 PROUTY WAY	SAN JOSE
378-03-046	01	SFR	1	\$671.86	1050 PROUTY WAY	SAN JOSE
378-03-047	01	SFR	1	\$671.86	1048 PROUTY WAY	SAN JOSE
378-03-048	01	SFR	1	\$671.86	1044 PROUTY WAY	SAN JOSE
378-03-049	01	SFR	1	\$671.86	1040 PROUTY WAY	SAN JOSE
378-03-050	01	SFR	1	\$671.86	1036 PROUTY WAY	SAN JOSE
378-03-051	01	SFR	1	\$671.86	1032 PROUTY WAY	SAN JOSE
378-03-052	01	SFR	1	\$671.86	1022 PROUTY WAY	SAN JOSE
378-04-039	01	SFR	1	\$671.86	1082 HUNTINGDON DR	SAN JOSE
378-04-040	01	SFR	1	\$671.86	1078 HUNTINGDON DR	SAN JOSE
378-04-041	01	SFR	1	\$671.86	1074 HUNTINGDON DR	SAN JOSE
378-04-042	01	SFR	1	\$671.86	1070 HUNTINGDON DR	SAN JOSE

City of Sunnyvale - FY 2021-22 Preliminary Sewer Service Charge Roll

Assessor Parcel No.	County Usecode	Classification	No. of Units	FY 2021-22 Charge	Property Address	Situs City
378-04-043	01	SFR	1	\$671.86	1066 HUNTINGDON DR	SAN JOSE
378-04-044	01	SFR	1	\$671.86	1062 HUNTINGDON DR	SAN JOSE
378-04-045	01	SFR	1	\$671.86	1058 HUNTINGDON DR	SAN JOSE
378-04-046	01	SFR	1	\$671.86	1054 HUNTINGDON DR	SAN JOSE
378-04-047	01	SFR	1	\$671.86	1050 HUNTINGDON DR	SAN JOSE
378-04-048	01	SFR	1	\$671.86	1046 HUNTINGDON DR	SAN JOSE
378-04-049	01	SFR	1	\$671.86	1042 HUNTINGDON DR	SAN JOSE
378-04-050	01	SFR	1	\$671.86	1038 HUNTINGDON DR	SAN JOSE
378-04-051	01	SFR	1	\$671.86	1034 HUNTINGDON DR	SAN JOSE
378-04-052	01	SFR	1	\$671.86	1030 HUNTINGDON DR	SAN JOSE
378-04-053	01	SFR	1	\$671.86	1028 HUNTINGDON DR	SAN JOSE
378-04-054	01	SFR	1	\$671.86	1024 HUNTINGDON DR	SAN JOSE
378-04-055	01	SFR	1	\$671.86	1020 HUNTINGDON DR	SAN JOSE
378-04-056	01	SFR	1	\$671.86	1018 HUNTINGDON DR	SAN JOSE
378-04-057	01	SFR	1	\$671.86	1016 HUNTINGDON DR	SAN JOSE
378-04-058	01	SFR	1	\$671.86	1012 HUNTINGDON DR	SAN JOSE
378-04-059	01	SFR	1	\$671.86	1008 HUNTINGDON DR	SAN JOSE
378-04-060	01	SFR	1	\$671.86	1004 HUNTINGDON DR	SAN JOSE
378-04-061	01	SFR	<u>1</u>	<u>\$671.86</u>	1002 HUNTINGDON DR	SAN JOSE



DRAFT 6/21/2021 RLM

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE ESTABLISHING RATES AND CHARGES
FOR WATER, WASTEWATER, AND SOLID WASTE
SERVICES FOR FISCAL YEAR 2021/2022 AND
REPEALING ALL RESOLUTIONS OR PORTIONS
THEREOF INCONSISTENT HEREWITH**

WHEREAS, the City Council is empowered to impose reasonable rates and charges for municipal services; and

WHEREAS, the 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; and (4) obtaining funds for capital projects necessary to maintain current service levels; and

WHEREAS, pursuant to Section 5473 of the Health and Safety Code and Section 12.16.020 of the Sunnyvale Municipal code, the city of Sunnyvale elects to have the sewer service charges for premises outside the City limits for fiscal year 2021/2022 collected on the tax roll of the County of Santa Clara, State of California, in the manner provided pursuant to Sections 5473 through 5473.11 of the Health and Safety Code; and

WHEREAS, the City Council finds that the City Manager has caused a report to be prepared and filed with the Office of the City Clerk on June 29, 2021, pursuant to Section 5473 of the Health and Safety code; and

WHEREAS, on Tuesday, June 29, 2021, at 7:00 p.m., by Telepresence Meeting: City Web Stream | Comcast Channel 15 | AT&T Channel 99, a public hearing was held and the City Council considered all protests against the proposed rate increases as well as all testimony and other information presented by City staff and members of the public.

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

SECTION 1. WATER, WASTEWATER, AND SOLID WASTE SERVICES WITHIN CITY LIMITS (Sunnyvale Municipal Code Chapters 12.16, 12.24, 8.16.) Water, wastewater, and solid waste services sold to consumers within the corporate limits of the City of Sunnyvale shall be sold at the rates specified in the attached Exhibit A.

SECTION 2. WATER OUTSIDE CITY LIMITS. The charges for all water delivered through water meters to consumers outside the corporate limits of the City shall be the same as the charges set forth in Section 1.

SECTION 3. WATER PASSTHROUGH CHARGES. In the event that the City of Sunnyvale's water suppliers adopt a mid-year rate increase, those costs will be passed on to customers by the following formula: total expected cost increase for wholesale water purchases through the fiscal year end divided by the total budgeted expenditures for the purchase of wholesale water for the remainder of the fiscal year. The percentage increase determined by this calculation will be applied to utility bills as a surcharge for each unit of water used for the balance of the fiscal year (ending June 30, 2022).

SECTION 4. WASTEWATER OUTSIDE CITY LIMITS. The charges for all wastewater service for property located outside the City limits shall be the same as the charges set forth in Section 1 plus a one percent administrative charge for placing the charges on the tax roll.

SECTION 5. UNPAID WASTEWATER SERVICE CHARGES. If the wastewater service charges for property located outside the City limits are unpaid and become delinquent on the dates specified in Sections 2617 and 2618 of the Revenue and Taxation Code, or as amended, delinquency penalties shall apply at the same rate and manner and be collected at the same time as are delinquency penalties on general taxes for the City of Sunnyvale.

SECTION 6. EFFECTIVE DATES. This resolution shall be effective upon adoption and all rates will become effective on July 1, 2021.

SECTION 7. ENVIRONMENTAL FINDINGS. The City Council finds that adoption of this resolution is exempt from the requirements of the California Environmental Quality Act pursuant to Public Resources Code Section 21080(b)(8) and further advises that the modifications of the rates contained herein 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 current service levels; and (5) obtaining funds necessary to maintain intra-city transfers.

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 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		Recycled Water		Fire Line	
	Monthly	Bi-monthly	Monthly	Bi-monthly	Monthly	Bi-monthly	Monthly	Bi-monthly	Monthly	Bi-monthly	Monthly	Bi-monthly
5/8" x 3/4"	\$14.26	\$28.52	\$23.90	\$47.80			\$33.17	\$66.34				
3/4"	\$20.11	\$40.22	\$34.55	\$69.10			\$48.46	\$96.92				
1"	\$31.78	\$63.56	\$55.85	\$111.70			\$79.03	\$158.06			\$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	\$9.38
2"	\$95.97	\$191.94	\$173.00	\$346.00			\$247.19	\$494.38	\$86.35	\$172.70	\$5.96	\$11.92
3"			\$343.37	\$686.74	\$343.37	\$686.74	\$491.81	\$983.62	\$172.69	\$345.38	\$9.95	\$19.90
4"			\$535.08	\$1,070.16	\$535.08	\$1,070.16	\$766.96	\$1,533.92	\$269.83	\$539.66	\$17.28	\$34.56
6"			\$1,067.55	\$2,135.10	\$1,067.55	\$2,135.10	\$1,531.35	\$3,062.70	\$539.68	\$1,079.36	\$36.17	\$72.34
8"			\$1,706.53	\$3,413.06	\$1,706.53	\$3,413.06	\$2,448.62	\$4,897.24	\$863.47	\$1,726.94	\$61.37	\$122.74
10"			\$4,475.41	\$8,950.82	\$4,475.41	\$8,950.82			\$2,266.61	\$4,533.22	\$94.93	\$189.86

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**

Section 1.05 - Residential Wastewater Fees

The monthly rate for wastewater service for residential users shall be the following charge for each dwelling unit.

Customer Class		
	Monthly	Bi-monthly
Single Family	\$55.52	\$111.04
All other residential	\$38.44	\$76.88

Oracle Prog	Natural Account	Natural Account Title
00001	432391	Wastewater Services Charges - City

Section 1.06 - Commercial Wastewater Fees

The monthly rate for wastewater service for each commercial user shall be the following charge for each one hundred (100) cubic feet or fraction thereof of sanitary sewage and waste discharge from the premises.

Customer Class	Per 100 cubic feet
Low Strength	\$5.34
Standard Strength	\$5.90
High Strength	\$10.19

Oracle Prog	Natural Account	Natural Account Title
00001	432391	Wastewater Services Charges - City

Section 1.07 - Significant Industrial User Sewer Charges*

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:

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

Oracle Prog	Natural Account	Natural Account Title
00001	432391	Wastewater Services Charges - City

Section 1.08 - Wastewater Outside the City Limits

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.

Oracle Prog	Natural Account	Natural Account Title
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 subscribe to a 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. Rates are based on garbage capacity only. 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. Single-family rates 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	\$35.60	\$71.20
Large (64-gallon) Cart	\$48.54	\$97.08	\$41.02	\$82.04

Extra Garbage Tag	\$ 6.00 (all customer classes)
Cart Exchange Fee	\$ 20.00 (all customer classes)

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									

**CITY OF SUNNYVALE
FISCAL YEAR 2021/22
UTILITY FEE SCHEDULE**

Commercial/Multi-Family Bin Service Rates

<u>Oracle Prog</u>	<u>Natural Account</u>	<u>Natural Account Title</u>
00001	432439	Solid Waste Fees

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.

Bin Size	Monthly Rental	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week	On-call
1 Cubic Yard	\$17.24	\$162.46	\$324.93	\$487.39	\$649.84	\$812.31	\$974.77	\$154.04
2 Cubic Yard	\$18.31	\$294.99	\$589.97	\$884.95	\$1,179.93	\$1,474.92	\$1,769.90	\$181.99
3 Cubic Yard	\$19.04	\$427.50	\$855.00	\$1,282.52	\$1,710.02	\$2,137.52	\$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 rebar								\$96.14
15 Cubic Yard	\$34.41	\$2,539.06	\$5,078.11	\$7,617.17	\$10,156.23	\$12,695.29	N/A	\$585.94
20 Cubic Yard	\$43.79	\$3,169.82	\$6,339.63	\$9,509.44	\$12,679.25	\$15,849.07	N/A	\$731.50
30 Cubic Yard	\$47.68	\$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						

**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	On-call
1 Cubic Yard	\$17.24	\$121.85	\$243.70	\$365.54	\$487.38	\$609.23	\$731.08	\$115.53
2 Cubic Yard	\$18.31	\$221.24	\$442.48	\$663.71	\$884.95	\$1,106.19	\$1,327.43	\$136.49
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						

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 10 feet. Push out path must be smooth and level (slope ≤ 2%).

Bin Size	1x/week	2x/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	\$397.86
7 Cubic Yard	\$2,131.70	\$4,263.40	\$6,395.10	\$8,526.79	\$10,658.49	\$12,790.18	\$491.94
10 Cubic Yard	\$2,768.08	\$5,536.17	\$8,304.25	\$11,072.35	\$13,840.43	\$16,608.52	\$638.81
15 Cubic Yard	\$3,828.74	\$7,657.47	\$11,486.21	\$15,314.94	\$19,143.68	\$22,972.41	\$883.58
16 Cubic Yard	\$4,040.87	\$8,081.73	\$12,122.59	\$16,163.46	\$20,204.32	\$24,245.19	\$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	\$19,557.53	\$24,446.92	\$29,336.30	\$1,128.36
25 Cubic Yard	\$5,950.03	\$11,900.06	\$17,850.09	\$23,800.13	\$29,750.16	\$35,700.19	\$1,373.12
27 Cubic Yard	\$6,374.30	\$12,748.58	\$19,122.88	\$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	\$6,798.55	\$13,597.11	\$20,395.65	\$27,194.20	\$33,992.75	\$40,791.31	\$1,568.94
30 Cubic Yard	\$7,010.68	\$14,021.36	\$21,032.04	\$28,042.72	\$35,053.40	\$42,064.08	\$1,617.90
31 Cubic Yard	\$7,222.81	\$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

A-7



City of Sunnyvale

Agenda Item

21-0684

Agenda Date: 6/29/2021

REPORT TO COUNCIL

SUBJECT

Introduce an Ordinance Amending Chapter 19.67 (Below Market Rate Ownership Housing) of the Sunnyvale Municipal Code to Modify the Inclusionary Housing Program

SUMMARY OF COMMISSION ACTION

The Housing and Human Services Commission (HHSC) considered this item on May 26, 2021 (Report to Commission No. 21-0071). The Planning Commission (PC) considered this item on June 14, 2021, (Report to Commission No. 21-0631, Attachment 1). The two commission reports are essentially identical.

Commission Recommendations

Housing and Human Services Commission Recommendation: Recommend that the City Council Introduce an ordinance to amend Chapter 19.67 ("Below Market Rate Ownership Housing") of Title 19 ("Zoning") of the Sunnyvale Municipal Code to modify Inclusionary Below Market Rate Ownership Housing Requirements (Attachment 2).

Planning Commission Recommendation: Recommend that the City Council Introduce an ordinance to amend Chapter 19.67 ("Below Market Rate Ownership Housing") of Title 19 ("Zoning") of the Sunnyvale Municipal Code to modify Inclusionary Below Market Rate Ownership Housing Requirements (Attachment 2).

No public comment letters on this topic were received.

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.

ALTERNATIVES

1. Introduce an Ordinance to amend Chapter 19.67 ("Below Market Rate Ownership Housing") of Title 19 ("Zoning") of the Sunnyvale Municipal Code to modify Inclusionary Below Market Rate Ownership Housing Requirements (Attachment 3).
2. Introduce an Ordinance to amend Chapter 19.67 ("Below Market Rate Ownership Housing") of Title 19 ("Zoning") of the Sunnyvale Municipal Code to modify Inclusionary Below Market Rate Ownership Housing Requirements (Attachment 3), with modifications.
3. Do not introduce an Ordinance and provide direction to staff if modifications are desired.

STAFF RECOMMENDATION

Alternative 1: Introduce an Ordinance to amend Chapter 19.67 ("Below Market Rate Ownership Housing") of Title 19 ("Zoning") of the Sunnyvale Municipal Code to modify Inclusionary Below Market Rate Ownership Housing Requirements (Attachment 3 to the report).

Alternative 1 meets the City's goal of increasing affordable housing production through an inclusionary housing program for both low and moderate income households; this code amendment focuses on increasing affordable housing for moderate income households, bringing it up to the same required inclusionary percentage for rental units (which are affordable to lower income households). Community members attending various outreach meetings voiced support to the City for increasing ownership inclusionary housing at a rate of fifteen percent.

Prepared by: Ernie Defrenchi, Affordable Housing Manager

Reviewed by: Jenny Carloni, Housing Officer

Reviewed by: Trudi Ryan, Director, Community Development

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Report to the Planning Commission, 21-0631 (without attachments)
2. Excerpt of Draft Minutes of the Housing and Human Services Commission Meeting of May 26, 2021
3. Draft Ordinance, Amended Chapter 19.67: Inclusionary Below Market Rate Ownership Housing
4. 2020 Housing Strategy
5. Survey of Local Jurisdictions' Inclusionary Requirements
6. Stakeholder Meeting Minutes of March 23, 2021

Additional Attachments for Report to Council

7. Excerpt of Draft Minutes of the Planning Commission Meeting of June 14, 2021



City of Sunnyvale

Agenda Item

21-0631

Agenda Date: 6/14/2021

REPORT TO PLANNING COMMISSION

SUBJECT

Recommendation to City Council to Introduce an Ordinance Amending Chapter 19.67 (Below Market Rate Ownership Housing) of the Sunnyvale Municipal Code to Modify the Inclusionary Housing Program.

BACKGROUND

In 1980, Sunnyvale adopted the first Affordable Housing requirements, also known as the Below Market Rate (BMR) Program. The original program required 10% of the dwelling units to be affordable and distributed throughout a new development; this type of program is also called inclusionary zoning. Over time, several minor amendments to the BMR program were approved by City Council. Major changes were made in 2003 and 2012.

In 2003, after a comprehensive review of the BMR program, the Sunnyvale Municipal Code (SMC) was modified to increase the percent of units required to be dedicated as affordable from 10% to 15% for rental developments and to 12.5% for ownership developments (RTC No. 02-392 and RTC No. 03-031). The length of time for units to remain as Below Market Rate units was increased from 20 years to 30 years for ownership units and from 20 years to 55 years for rental units. Other modifications were also adopted.

In 2009, a court decision (commonly referred to as the Palmer decision) invalidated mandatory inclusionary affordable rental units due to conflicts with other state laws governing rent.

In April 2012, an affordable housing Nexus Study was completed for Sunnyvale which analyzed the nexus between new residential development and the demand for affordable housing created by the new development. On July 31, 2012, City Council introduced an ordinance to amend SMC Title 19 (Zoning Code) related to the BMR Programs and created SMC Chapters 19.67 and 19.69 (RTC No. 12-182). This amendment removed the requirement for new rental developments to dedicate affordable units. SMC Chapter 19.67 contains the provisions for the current BMR Ownership Program while SMC Chapter 19.69 provides the requirements to administer the BMR rental units required prior to the Palmer court decision in 2009.

In July 2015, City Council adopted two resolutions (RTC No. 15-0207) approving the creation of the two new Housing Impact Fees: The Housing Impact Fee for Nonresidential Development and the Housing Impact Fee for Rental Housing. Both fees adjust annually by the Consumer Price Index (CPI) or another factor per the City's Fee Schedule and Resolution.

The state legislature adopted a law in 2017 that enabled the establishment of local inclusionary rental requirements (referred to as the Palmer fix).

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In 2017, City Council approved Study Issue CDD 17-09, the 2017 Housing Strategy (later renamed the 2020 Housing Strategy to reflect the year the study was completed), which was to provide a comprehensive look at the current Housing Programs along with recommendations for updates and potential new programs to meet the needs of the community. Prior to completion of the 2020 Housing Strategy, amendments to the rental BMR program (to re-establish the inclusionary BMR requirement for rental developments) were adopted in late September 2019 (RTC No. 19-0932). Similar to the prior requirement, 15% of the units were to be affordable to lower income households; however, the regulations were updated to specify that 5% need to be affordable to very low income households and 10% needed to be affordable to low income households. The 55-year term of affordability was also reinstated.

On October 13, 2020, Council approved the 2020 Housing Strategy and Implementation Schedule (RTC No. 20-0809), which included a Tier 1 recommendation to increase the ownership inclusionary percentage to 15% (Attachment 4).

The Housing and Human Services Commission reviewed this item on May 26, 2021 (Report No. 21-0071). Draft minutes are provided in Attachment 2. The Planning Commission is scheduled to consider this item on June 14, 2021 and the City Council is scheduled to consider this item on June 29, 2021.

EXISTING POLICY

SUNNYVALE GENERAL PLAN

Housing Element

GOAL HE-1 ADEQUATE HOUSING - Assist in the provision of adequate housing to meet the diverse needs of Sunnyvale's households of all income levels.

Policy HE-1.3 Utilize the Below Market Rate (BMR) Housing requirements as a tool to integrate affordable units within market rate developments and increase the availability of affordable housing throughout the community.

Policy HE-1.4 Continue to require office and industrial development to mitigate the demand for affordable housing.

Land Use and Transportation Element

GOAL LT-7 DIVERSE HOUSING OPPORTUNITIES - Ensure the availability of ownership and rental housing options with a variety of dwelling types, sizes, and densities that contribute positively to the surrounding area and the health of the community.

ENVIRONMENTAL REVIEW

This action is exempt from review under the California Environmental Quality Act (CEQA) because the Ordinance has no potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment pursuant to CEQA Guidelines Sections §15378 and 15061(b)(3). The Ordinance also is exempt because it is not intended to apply to specifically identified housing projects and, as such, it is speculative to evaluate any such future project now and, moreover, such projects will be subject to appropriate environmental review at such time as approvals for such projects are considered and/or the Ordinance is not intended to, nor does

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it, provide CEQA clearance for any future development-related projects. Each of the foregoing provides a separate and independent basis for CEQA compliance and, when viewed collectively, provides an overall basis for CEQA compliance.

DISCUSSION

Since the creation of the City's Inclusionary Housing programs, over 570 BMR ownership units have been developed and sold to income eligible households, while over 710 BMR rental units have been established through the rental program and the state Density Bonus Law program. This number of affordable units does not include developments built by non-profit affordable housing developers.

Home ownership continues to be a dream for many households in Sunnyvale. Market rate sales prices continue to increase at rapid rates throughout Sunnyvale and Santa Clara County, making it extremely challenging to purchase a market rate home for low to moderate income households who make between 81-120 percent of the Area Median Income (AMI).

Median sales prices for both single-family and condominiums more than doubled between 2009 and 2018 and they continue to rise. Per the Housing Strategy, the December 2018 median price for a single-family home was \$1.8M, and \$1.2M for a condominium. For calendar year 2020 the median price for a single-family home in Sunnyvale was \$1.9M and for a condominium was \$1.2M. As comparison, BMR units (two to four bedrooms) are priced between \$410,000 and \$520,000.

Current BMR Program

Over time, the BMR Ownership Program has evolved, and changes have been made to ensure that the City continues to meet the priorities set by City Council for the housing needs of the community. The current BMR ownership requirement is for any for-sale residential development of eight or more units, 12.5% of those new units must be sold to low to moderate income buyers as outlined by the City's BMR Program. Alternative compliance and in-lieu fee options are available, if approved by the City Council. The BMR units must be sold at a price determined by the City, based on the AMI established by the California Department of Housing and Community Development (HCD). All inclusionary ownership units are priced at moderate income, and count towards the moderate income category of the City's Regional Housing Needs Allocation.

The goal of the BMR Ownership Program is to provide affordable home ownership opportunities to moderate and lower-income, first-time home buyer households. The Program provides priority to purchase available BMR homes to eligible households who currently live or work in Sunnyvale. Requirements to purchase a BMR home are outlined in the City's BMR Program Guidelines. All application review, qualification approvals, and restrictive document preparation is done in-house by Housing Division staff.

Proposed Ordinance Amendments

As mentioned above, a Tier 1 recommendation of the 2020 Housing Strategy is to increase the ownership inclusionary percentage from 12.5% to 15%. In 2015, the California Supreme Court held in *California Building Industry Assn. v. City of San Jose* that San Jose's 15% inclusionary ownership ordinance was a valid exercise of the City's police powers and land use authority. Accordingly, this proposed amendment would increase the supply of BMR ownership units over time and would still be within the acceptable parameters of neighboring jurisdictions and current caselaw.

To identify best practices and to ensure that any recommendations presented to City Council were

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comparable to neighboring cities, staff researched local requirements for many nearby cities in the Bay Area. The results of that research can be found in Attachment 5 and summarized below.

- Many local cities have an inclusionary requirement ranging from 10% to 22.5%, based on certain criteria such as on-site versus off-site, or the number of units being developed.
 - A 15% requirement keeps Sunnyvale in line with most cities surveyed.
- The minimal threshold for applicability of an ordinance ranges from 2 units to 19 units.
- The in-lieu fee charged as an alternative compliance option ranges from \$13/sq. ft. to \$129/sq. ft (applies to certain parameters), one city charged a flat fee of \$158,000 per unit.
 - Sunnyvale charges a fee of 7% of the final sales price of each market rate unit.
- Many cities offer a variety of alternative compliance options, similar to Sunnyvale.

Based on outreach and research the following amendments to the City's Inclusionary BMR Ownership Program Ordinance are included in the proposed Draft Ordinance (Attachment 3).

- Program applicable to new for-sale residential developments with seven (7) or more units.
- Applies to any applicable housing project with an application that is deemed complete by the effective date of the ordinance (*estimated* as August 14, 2021).
- At least fifteen percent (15%) of the total number of for-sale units in a development shall be developed as affordable ownership units affordable to moderate income households, unless the City Council approves an Alternative Compliance Plan as already outlined in the Zoning Code.
- Fractional Units can continue to be rounded up, or satisfied with an in-lieu fee (which does not require City Council approval).
- Alternative Compliance Options have been aligned with current Inclusionary BMR Rental Program.
- No changes to in-lieu fees or fractional fees are proposed as the City's current in-lieu fee rate is consistent with surrounding jurisdictions, and the collection timing can be seen as favorable to developers and does not hinder new development.

PUBLIC OUTREACH EFFORTS

During the Housing Strategy creation, over ten outreach meetings were held in 2019 with hundreds participating in ranking strategies and providing feedback. The Strategy to increase the ownership inclusionary percentage ranked consistently as a top priority and was selected as a Tier 1 Strategy in the City Council adopted Housing Strategy. Staff held a Stakeholder Meeting on March 23, 2021. Over 90 developers and affordable housing advocates were invited and two representatives attended the meeting: one participant was from a housing advocacy group and one represented the developer community. Summarized comments from the stakeholder meeting are as follows, and found in Attachment 6.

- Extra units are always needed and 15% seems reasonable.
- More flexibility but could be counter to the objective of the Ordinance.
- Value in looking at a compliance option that allows a developer to build rental units offsite rather than for sale units within the development.
- Use normal rounding rather than requiring the payment of a fractional in-lieu fee or rounding up a whole unit.
- Current BMR sales price, compared to the market rate sales price, is a big gap that private developers are expected to step into and absorb. Consider this when looking at making

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changes to increase BMR requirements.

- 15% requirement at moderate income is fine.
- Look at incentives, like reduced fees for developers who provide affordable units.

FISCAL IMPACT

The Affordable Housing program is funded by a small percentage of Housing Mitigation fees. The increase in staff time to administer this adjustment in BMR units can be covered with available funding.

PUBLIC CONTACT

Notice of Public Hearing

- Published in the *Sun* newspaper.

Staff Report

- Posted on the City's website

Agenda

- Posted on the City's official notice bulletin board
- Posted on the City's website

ALTERNATIVES

Recommend that the City Council:

1. Introduce an ordinance to amend Chapter 19.67 ("Below Market Rate Ownership Housing ") of Title 19 ("Zoning") of the Sunnyvale Municipal Code to modify Inclusionary Below Market Rate Ownership Housing Requirements (Attachment 3 to the report).
2. Introduce an ordinance to amend Chapter 19.67 ("Below Market Rate Ownership Housing ") of Title 19 ("Zoning") of the Sunnyvale Municipal Code to modify Inclusionary Below Market Rate Ownership Housing Requirements (Attachment 3 to the report), with modifications.
3. Do not introduce an ordinance and provide direction to staff if modifications are desired.

RECOMMENDATION

Alternative 1: Recommend that the City Council Introduce an ordinance to amend Chapter 19.67 ("Below Market Rate Ownership Housing") of Title 19 ("Zoning") of the Sunnyvale Municipal Code to modify Inclusionary Below Market Rate Ownership Housing Requirements (Attachment 3 to the report).

Alternative 1 meets the City's goal of increasing affordable housing production through an inclusionary housing program for both low and moderate income households; this code amendment focuses on increasing affordable housing for moderate income households, bringing it up to the required inclusionary percentage of rental units (affordable to low income households). Community members attending various outreach meetings voiced support to the City increasing ownership inclusionary housing at a rate of fifteen percent.

Prepared by: Ernie Defrenchi, Affordable Housing Manager

Reviewed by: Jenny Carloni, Housing Officer

Reviewed by: Trudi Ryan, Director, Community Development

Reviewed by: Teri Silva, Assistant City Manager

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Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. *Reserved for Report to Council*
2. Excerpt of Draft Minutes of the Housing and Human Services Commission Meeting of May 26, 2021
3. Draft Ordinance, Amended Chapter 19.67: Inclusionary Below Market Rate Ownership Housing
4. 2020 Housing Strategy
5. Survey of Local Jurisdictions' Inclusionary Requirements
6. Stakeholder Meeting Minutes of March 23, 2021



City of Sunnyvale

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)

- 2 [21-0071](#) Recommendation to City Council to Introduce an Ordinance Amending Chapter 19.67 (Below Market Rate Ownership Housing) of the Sunnyvale Municipal Code to Modify the Inclusionary Housing Program.

Affordable Housing Manager Ernie Defrenchi provided a presentation and answered commissioners' questions.

Chair Hiremath opened and closed the public hearing at 7:34 p.m.
No member of the public asked to speak.

After some discussion and clarifying questions of staff, Chair Hiremath asked for a motion.

MOTION: Commissioner Gilbert moved and Vice Chair Stetson seconded the motion to approve Alternative 1: Recommend that the City Council Introduce an ordinance to amend Chapter 19.67 ("Below Market Rate Ownership Housing") of Title 19 ("Zoning") of the Sunnyvale Municipal Code to modify Inclusionary Below Market Rate Ownership Housing Requirements (Attachment 3 to the report).
The motion carried by the following vote:

Yes: 6 - Chair Hiremath
Vice Chair Stetson
Commissioner Gilbert
Commissioner Kwok
Commissioner Sell
Commissioner White

No: 0

DRAFT 5/14/2021 *RLB*

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE TO AMEND CHAPTER 19.67 (BELOW
MARKET RATE OWNERSHIP HOUSING) OF TITLE 19
(ZONING) OF THE SUNNYVALE MUNICIPAL CODE
RELATING TO THE INCLUSIONARY BELOW MARKET
RATE OWNERSHIP HOUSING PROGRAM**

WHEREAS, the City of Sunnyvale desires to amend certain sections of the Sunnyvale Municipal Code Chapter 19.67 (Below Market Rate Ownership Housing) relating to the Inclusionary BMR Ownership Housing Program.

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

SECTION 1. Chapter 19.67 AMENDED. Chapter 19.67 (Below Market Rate Ownership Housing) of Title 19 (Zoning) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Chapter 19.67. INCLUSIONARY BELOW MARKET RATE OWNERSHIP
HOUSING PROGRAM**

19.67.010. Purpose. [Text Unchanged]

19.67.020. Definitions.

When used in this chapter, these terms mean the following:

~~(a)~~ – ~~(f)~~ [Text Unchanged; Renumbered]

(g) “Density bonus units” means ownership units approved in a residential development pursuant to California Government Code Section 65915 et seq., and Section 19.18.025 that are in excess of the maximum allowable residential density otherwise permitted by the City of Sunnyvale.

~~(h)~~ [Text Unchanged; Renumbered]

~~(i)~~ “Gross annual household income” means the gross, pre-tax income of all adult occupants of the applicant household, and as may be further defined in the BMR Home Ownership Housing Program Guidelines.

~~(j)~~ [Text Unchanged; Renumbered]

~~(k)~~ “Lower income household” means a household whose income exceeds the

~~income for a very low income household but does not exceed the low income limits applicable to Santa Clara County, as published and periodically updated by the State Department of Housing and Community Development (or its successor provision). means a household with a gross annual household income at or below eighty percent of AMI for Santa Clara County. This definition corresponds to the definition of lower income household used for state and federally assisted housing programs.~~

~~(l11)~~ [Text Unchanged; Renumbered]

~~(m12) “Moderate income household” means a means a household whose income exceeds the income for a low income household but does not exceed one hundred twenty percent of the area median income applicable to Santa Clara County, as published and periodically updated by the State Department of Housing and Community Development (or its successor provision). household with a gross annual household income between eighty to one hundred twenty percent of AMI for Santa Clara County. This definition corresponds to the definition of moderate income household for state assisted housing programs.~~

~~(n13) – (o14)~~ [Text Unchanged, Renumbered]

19.67.030. Applicability.

(a) Projects with ~~Eight~~Seven or More Units. This chapter applies to any project that would create ~~eight~~seven or more new ownership housing units or single-family lots. Projects not deemed complete before the enactment of this chapter are subject to the regulations in this chapter.

(b) [Text Unchanged]

(c) BMR Home Ownership ~~Housing-Program~~ Guidelines. The director of community development (director) shall develop detailed procedures and guidelines to ensure the orderly and efficient administration of the requirements of this chapter. These procedures and guidelines are incorporated into this chapter as the BMR Home Ownership ~~Housing-Program~~ Guidelines.

19.67.040. Exemptions.

~~(a) Ownership housing projects of fewer than seven units.~~

~~(b) Residential for-sale projects that have received planning approval and those with planning applications determined complete by the planning division by September , 2021.~~

~~(c) Affordable housing projects in which one hundred percent of the ownership units to be built will be subject to a recorded restriction limiting occupancy to very low income, low income, or moderate income households at affordable sales prices~~

19.67.0540. Below market rate ownership housing (BMR) requirement.

(a) Inclusionary Requirement. At least ~~twelve and one-half~~fifteen percent of the total number of ownership housing units or single-family lots in a project shall be developed as BMR ownership housing, unless the decision-making body allows the BMR ownership housing requirement to be satisfied through the alternatives under Section 19.67.090 (Alternatives to satisfy below market rate housing requirement).

(b) Fractional Units. In calculating the number of BMR units required, any fraction of a whole number shall be satisfied by either developing one additional BMR unit or by paying an in-lieu fee. For example, for a ten-unit project that is required to have one and one-~~quarter~~half BMR units, the applicant may develop one BMR unit and pay a fee for the remaining one-~~half~~quarter units required, or develop a total of two BMR units.

(c) Application. An applicant for a project consisting of seven or more ownership units must submit a BMR Compliance Plan concurrently with the application for the first approval of the project. If a BMR Compliance Plan is required, no application may be determined complete until a complete BMR Compliance Plan is submitted.

(d) Any BMR Compliance Plan shall be processed concurrently with all other permits required for the project. Before approving the BMR Compliance Plan, the decision-making body shall find that the BMR Compliance Plan conforms to this section. The approved BMR Compliance Plan may be amended before issuance of a building permit for the development project. A request for a minor modification of an approved BMR Compliance Plan may be granted by the ~~community development~~ director if the modification is substantially in compliance with the original BMR Compliance Plan and conditions of approval. Other modifications to the BMR Compliance Plan shall be processed in the same manner as the original plan.

19.67.0650. Density bonus.

~~—BMR units developed to satisfy the requirements of this chapter may be counted toward the number of affordable housing units required to earn a density bonus under California Government Code Sections 65915 through 65918. To earn the density bonus, BMR units shall meet the applicable affordability definitions in California Health and Safety Code Sections 50052.5(b) and 50053(b). (Ord. 2976-12 § 1).~~The city, upon request, shall approve an increase in the number of units permitted in a proposed residential development governed by the Chapter, when such an increase in density is consistent with State Density Bonus Law per Sections 65915 through 65918 of the California Government Code and Section 19.18.025 of the Sunnyvale Municipal Code. The dwelling units or parcels designated to meet the city's inclusionary housing requirement may count toward qualifying the proposed development for a density bonus if the residential development meets all of the applicable requirements to qualify for a density bonus under Government Code Section 65915 and Section 19.18.025 of the Sunnyvale Municipal Code.

19.67.0760. Development standards.

BMR units are subject to the following development standards:

(a) Location. BMR units shall be distributed evenly throughout the project. ~~on a pro-rata share by plan type.~~ The decision-making body may waive the location requirement if:

(1) – (2) [Text Unchanged]

(b) [Text Unchanged]

(c) Bedroom Count. ~~Affordable units shall be a pro-rata share by plan type. Average bedroom count shall be the same as the average bedroom count in the market rate units in the project. Deviations to this requirement may be approved by the director. Average bedroom count shall be the same as the average bedroom count in the market rate units in the project.~~

(d) – (f) [Text Unchanged]

(g) Timing of Construction. BMR units shall be constructed in proportion to the BMR ownership housing requirement applicable to the project. For example, for a project with a ~~fifteen~~ ~~twelve and one-half~~ percent BMR ownership housing requirement, at least one BMR unit shall be constructed before or concurrently with every seventh market rate unit constructed. The last market rate unit to be completed in the project may not receive a certificate of occupancy until the last BMR unit has received a certificate of occupancy. The director may approve a modified schedule if the timing requirement will create unreasonable delays in the issuance of certificates of occupancy for market rate units.

19.67.0870. Occupancy and sale restrictions.

(a) – (c) [Text Unchanged]

(d) Maximum Sales Price. The director shall establish and publish annually the maximum sale prices for each BMR unit size in the BMR Home Ownership ~~Program~~ Housing Guidelines. The maximum BMR unit sale prices shall not exceed a price affordable to median income households, based on a housing cost of up to thirty percent of monthly gross household income for the unit's assumed household size. The percentage of AMI used to establish maximum sale prices shall be one hundred percent, except that the director may adjust the percentage within a range of eighty ~~one~~ to one hundred ten percent of AMI to address major shifts in the housing market or other related economic conditions affecting the demand for BMR housing.

(e) Sale Requirements. The following requirements shall be met in any sale and resale of a BMR unit during the term of restrictions:

(1) [Text Unchanged]

~~(2) The seller shall notify the director of the proposed sale price before the close~~

~~of the sale;~~

(23) The eligible buyer shall execute and record a new declaration of restrictions which incorporates all current occupancy and sale restrictions in this chapter and in the BMR ~~Home~~ Ownership ~~Program~~~~Housing~~ Guidelines; and

(34) – (45) [Text Unchanged; Renumbered]

(f) Eligible Buyers. The director shall determine the eligibility of prospective buyers of BMR units. It is unlawful for any person to willfully make a false representation or fail to disclose information for the purpose of qualifying as eligible to purchase a BMR unit. Prospective buyers must meet the following requirements:

(1) Income Limits. The prospective buyer's combined household income and assets shall not exceed the limits for a moderate income household, as further defined in the BMR ~~Home~~ Ownership ~~Program~~~~Housing~~ Guidelines;

(2) Priority to Purchase. Applicants who reside or are employed within Sunnyvale city limits at the time of application, ~~including qualified public school employees, city employees, and childcare workers,~~ shall be considered a priority one buyer to have priority to purchase the BMR units;

(3) [Text Unchanged]

(4) Additional Criteria. The director may establish other reasonable eligibility criteria, ownership and occupancy requirements in the BMR ~~Home~~ Ownership ~~Program~~~~Housing~~ Guidelines to ensure the buyer's ability to close escrow, maintain ownership of the unit, and to ensure effective operation of the program and equitable access to the units among eligible buyers.

(g) Occupancy and Rental Restrictions. BMR units shall be occupied as the primary residence of the eligible buyer for the duration of their ownership of the unit and shall not be rented to other occupants at any time, except that:

(1) [Text Unchanged]

(2) The director may allow the temporary rental of a BMR unit for a predetermined period of time, subject to the rental and occupancy requirements in Chapter ~~19.77~~~~19.69~~ (~~Inclusionary Existing~~ Below Market Rate Rental Housing), upon a finding of hardship beyond the control of the owner.

(h) Refinancing. BMR home owners shall not refinance a BMR unit without prior written approval of the director. BMR units shall not be used as collateral to secure additional liens and debts. Refinancing procedures are available in the Guidelines and may be amended from time to time. liens or debts with a combined loan to value ratio in excess of ninety-five percent of the maximum BMR resale price applicable to the unit at the time of the proposed refinancing.

19.67.0980. Below market rate (BMR) housing developer agreement.

(a) Required Before Final Map or Building Permit. Before final recordation of a subdivision map or issuance of any building permits for the project, whichever occurs first, the property owner shall execute and record a BMR housing developer agreement ("aAgreement") with the city.

(b) Agreement Provisions. The aAgreement shall include, at a minimum, the following provisions:

(1) Binding of Persons. A provision that binds the heirs, assigns, and successors in interest of the property owner to the aAgreement;

(2) – (6) [Text Unchanged]

(7) Amendments. Major amendments to the aAgreement, including any proposal to change any approved alternatives shall be reviewed by the decision-making body. Minor amendments to the aAgreement may be reviewed by the director. Upon approval, a new aAgreement containing the amendments shall be executed and recorded.

19.67.10090. Alternatives to satisfy below market rate (BMR) housing requirement.

(a) City Council Approval. The applicant may satisfy the affordable ownership housing requirement of a project using one or more of the alternatives in this section, subject to recommendation by the housing and human services commission and final approval by the city council. The applicant shall identify the required affordable housing units in the BMR Compliance Plan submitted with the project application materials regardless of a request to use an alternative to meet the affordable ownership rental housing requirement. An BMR Compliance Plan requesting an alternative compliance option (Alternative Compliance Plan) may only be considered once a project has received all other planning entitlements.

(b) Payment of In-Lieu Fee. The applicant may pay an in-lieu fee, as follows:

(1) Amount of In-Lieu Fee. The amount of the in-lieu fee shall be equal to seven percent of the contract sales price of all units in the project. If the applicant is paying an in-lieu fee for a fractional unit only, the minimum fee rate may be adjusted proportionally.

(2) Fee Payment. A Demand for Payment lien shall be placed on each ownership housing unit in order to collect payment of the in-lieu fee before close of escrow, as required in the BMR-Developer-Agreement housing agreement. The lien shall be released by the city upon receipt of the in-lieu fee at close of escrow.

(c) Partnership. The applicant may satisfy the inclusionary requirement through a partnership with another developer providing affordable housing units in another project, if the following requirements are met:

(1) Proof of Partnership. Legal agreements between the applicant and the partner show that the applicant is providing reasonable funding, land, development services, or other support to the affordable housing units;

(2) Financial Contributions. The applicant's financial contributions to the partnership shall be at least equal to the amount of the in-lieu fee that would otherwise be due from the project and shall be held in trust by the city until needed by the partner to develop the affordable housing units. The proposed project with the Partner shall not have received other city financial contributions (such as land lease, housing mitigation fund or low/mod impact fund loan) unless additional affordable units are being proposed;

(3) Site Acquired. The applicant or the partner has control of or the right to build on the site where the affordable housing units will be developed;

(4) Affordable Housing Development Application. The affordable housing development application has been approved or at least determined complete at the time the project required to provide affordable housing is approved;

(5) Funding Acquired. The partner has obtained legal commitments for all necessary financing, or the city has approved the financing plan for the affordable housing development;

(6) Construction in Two Years. The affordable housing units can be constructed and occupied within two years of completion of the applicant's project, unless the ~~community development~~ director approves an extension not to exceed an additional two years to obtain any federal tax credit financing. If the development is not completed within this time period, the city may transfer the applicant's financial contributions to the below market rate housing mitigation fund; and

(7) Average Number of Bedrooms Per Unit. The average number of bedrooms per unit of the affordable housing units in the other project is comparable to the average number of bedrooms per unit in the project required to provide affordable ownership housing. This requirement may be modified with director approval if the affordable housing units in the other project is designed to serve those with special housing needs which would not require an equivalent number of bedrooms per unit.

(d) Unit Conversion or Preservation Program. The applicant may convert an existing market rate ownership or rental unit into deed-restricted affordable housing or preserve an expiring affordable housing development in compliance with the following terms:

(1) Affordability. Ownership units shall be made affordable to moderate income households, and rental units shall be made affordable to low and very low income households;

(2) For every required affordable unit, at least three units shall be converted or preserved, as approved by the decision-making body. Approval shall be based on a finding that

the benefit of the number of affordable units preserved has a greater benefit than providing the units within the original project;

(3) Declaration of Restrictions. Dwellings converted into affordable housing shall be secured by recording a declaration of restrictions to bind the units to the requirements of Section 19.77.070 or 19.67.090.;

(4) Timing of Completion. Dwellings shall be converted or rehabilitated and available for occupancy before or at the same time the project required to provide affordable housing is available for occupancy, unless a modified schedule is approved by the community development director;

(5) Displacement. The conversion or preservation shall not displace any tenants, regardless of income level, through the following measures:

(i) First Right of Return. The developer of a new development or rehabilitation project that would displace existing tenants shall provide each tenant the following rights:

(A) The ability to return to a unit at the same level of affordability (measured in monthly rent) as the prior unit.

(B) The ability to return to a unit of comparable size with the same or greater number of bedrooms.

(ii) Relocation Plan. Prior to project approval, conversion or preservation projects that would add, demolish, and/or rehabilitate rental units shall prepare, subject to approval by the community development director, a relocation plan that accounts for all tenants displaced by new construction or rehabilitation. The relocation plan shall ensure tenants are provided housing from the moment they are displaced until they are relocated into a replacement unit. The relocation plan must meet the following criteria:

(A) Provide temporary housing within Sunnyvale or within 10 miles of the prior home.

(B) Must not pay more in rent than paying in the prior home.

(C) All costs of relocation must be paid for by the project sponsor.

(D) Moving process between units must occur quickly and efficiently and to minimize the inconvenience of the tenant.

(E) Replacement housing must be completed within one and one-half years to minimize impacts to tenants.

(6) If applicable, all requirements of the City's Condominium Conversion ordinance shall be enforced.

(e) Land Dedication. Dedicate a parcel of land large enough to accommodate the project's inclusionary requirement plus thirty-five percent additional units. Any rezone or land use change required by the city needed to construct residential units shall be completed prior to issuance of building permit of market rate units.

(f) Other methods of mitigating affordable housing may be approved at the sole discretion of city council.

~~City Council Approval. The applicant may satisfy the BMR ownership housing requirement of a project using one or more of the alternatives in this section, subject to approval by the city council. The applicant shall identify the required BMR units in the project application materials regardless of a request to use an alternative to meet the BMR ownership housing requirement.~~

~~(b) Payment of In-Lieu Fee. The applicant may pay an in-lieu fee, as follows:~~

~~(1) Amount of In-Lieu Fee. The amount of the in-lieu fee shall be equal to seven percent of the contract sales price of all units in the project. If the applicant is paying an in-lieu fee for a fractional unit only, the minimum fee rate may be adjusted proportionally.~~

~~(2) Fee Payment. A lien shall be placed on each ownership housing unit in order to collect payment of the in-lieu fee before close of escrow, as required in the BMR housing agreement. The lien shall be released by the city upon receipt of the in-lieu fee at close of escrow.~~

~~(c) Transfer of Credits. The applicant may provide affordable housing in another residential development in Sunnyvale, preferably in proximity to the project required to provide BMR ownership housing, as follows:~~

~~(1) More Units or Greater Affordability. Affordable housing provided in another development shall result in more affordable units than the required number of BMR units, or result in the same number of BMR units but at a greater level of affordability. If the other development is a rental housing development, at least two rental units shall be provided in-lieu of each BMR unit required, unless otherwise approved by the city council.~~

~~(2) Partnership. The applicant may satisfy the BMR ownership housing requirement through a partnership with another developer providing affordable housing units in another development, if the following requirements are met:~~

~~(A) Proof of Partnership. Legal agreements between the applicant and the partner show that the applicant is providing reasonable funding, land, development services, or other support to the affordable housing units;~~

~~(B) Financial Contributions. The applicant's financial contributions to the partnership shall be at least equal to the amount of the in-lieu fee that would otherwise be due~~

~~from the project, and shall be held in trust by the city until needed by the partner to develop the affordable housing units;~~

~~(C) Site Acquired. The applicant or the partner has control of or the right to build on the site where the affordable housing units will be developed;~~

~~(D) Affordable Housing Development Application. The affordable housing development application has been approved or at least deemed complete at the time the project required to provide BMR housing is approved;~~

~~(E) Funding Acquired. The partner has obtained legal commitments for all necessary financing, or the city has approved the financing plan for the affordable housing development;~~

~~(F) Construction in Two Years. The affordable housing units can be constructed and occupied within two years of completion of the applicant's project, unless the director approves an extension not to exceed an additional two years. If the development is not completed within this time period, the city may transfer the applicant's financial contributions to the BMR Housing Trust Fund; and~~

~~(G) Average Number of Bedrooms Per Unit. The average number of bedrooms per unit of the affordable housing units in the other development is comparable to the average number of bedrooms per unit in the project required to provide BMR ownership housing. This requirement may be modified if the affordable housing units in the other development is designed to serve a special needs population which would not require an equivalent number of bedrooms per unit.~~

~~(d) Unit Conversion Program. The applicant may convert an existing residential development into affordable housing or rehabilitate an expiring affordable housing development through the city's unit conversion program, as follows:~~

~~(1) Affordability. Dwellings shall be made affordable to lower to moderate income households;~~

~~(2) Two for One Ratio. For every required BMR unit, at least two dwelling units shall be converted or rehabilitated, unless otherwise approved by the decision-making body. Approval shall be based on a finding that a ratio of less than two to one would satisfy the purpose of the BMR ownership housing requirement;~~

~~(3) Declaration of Restrictions. Dwellings converted into ownership housing shall be secured by recording a declaration of restrictions to bind the units to the requirements of Section 19.67.070 (Occupancy and sale restrictions)Timing of Completion. Dwellings shall be converted or rehabilitated and available for occupancy before or at the same time the project required to provide BMR ownership housing is available for occupancy, unless a modified schedule is approved by the director. (Ord. 2976-12 § 1).~~

19.67.1~~100~~. Default, foreclosure, and loss of unit.

(a) Option to Purchase. If a notice of default is recorded on a BMR unit and the homeowner fails to correct it, an eligible buyer, or the director on behalf of the city, may purchase the unit. The unit shall be purchased at a sale price equal to the amount the owner would have received on the date of the foreclosure sale under the BMR Home Ownership Program ~~Housing~~ Guidelines. The eligible buyer may purchase the unit by paying any amounts due to lien holders and paying to the owner any balance of funds remaining after payment of the costs of sale and any repairs chargeable to the homeowner. All other resale provisions of the Guidelines apply.

(b) [Text Unchanged]

(c) Distribution of Proceeds. This subsection applies to any BMR unit lost by sale at a trustee's sale or foreclosure, destruction, condemnation, or by liquidation of the homeowners association. If a BMR unit is restored, the remaining term of occupancy and sale restrictions shall continue upon completion. Any proceeds remaining after payment of encumbrances on the unit shall be distributed as follows:

(1) Homeowner. To the homeowner, up to the net amount the homeowner would have received under the sale price in the BMR Home Ownership Program ~~Housing~~ Guidelines if the city had purchased the unit on the date of the loss; and

(2) [Text Unchanged]

19.67.1~~210~~. Below market rate (BMR) housing trust fund.

This section establishes the BMR housing trust fund for the deposit of all monies collected under this chapter. Trust funds shall be used for developing or preserving affordable housing in the city, administering the BMR program, and supporting income qualified households obtain housing.

~~19.67.120. Annual report.~~

~~The director shall provide an annual informational report to the city council on the status of BMR units developed under this chapter. The report shall include the number, size, type, tenure, and general location of each BMR unit completed during the year, as well as the number of BMR resales and BMR rental vacancy rate, if applicable. (Ord. 2976-12 § 1)~~

19.67.130. Enforcement.

In addition to the provisions in Chapter 19.98.140 (Violations), the following provisions also apply to the enforcement of this chapter:

(a) [Text Unchanged]

(b) ~~Penalties and Fines~~ Misdemeanor Violation. Any violation of this chapter by a

person, firm, or corporation, whether as principal or agent, ~~violating or causing the violation of this chapter is guilty of~~ may be prosecuted as a misdemeanor. Each offense ~~may~~ shall be punishable by a fine in the amount established in the city fee schedule or Chapter 1.04, or by imprisonment in the Santa Clara County jail for a term up to six months, or both. Such person, firm, or corporation shall be deemed to be guilty of a separate offense for each and every day during any portion of which any violation of this chapter is commenced, continued, or permitted by such person, firm, or corporation, and may be punishable as provided in this section.

(c) Civil Action. Any buyer of a BMR unit for a sale price in excess of that allowed by this chapter, or any tenant who rented a BMR unit for rents in excess of those allowed by Chapter ~~19.77 19.69~~ (Existing-Inclusionary Below Market Rate Rental Housing Requirements), and who has given written notice to the director, may file a civil action to recover the excess costs, whether rental of such BMR unit was prohibited by this chapter or expressly permitted in writing by the director as an exception or alternative to the standard BMR requirement. The buyer or tenant shall have met the income eligibility requirements of this chapter or Chapter ~~19.77 19.69~~, as applicable, during the period of time for which the individual seeks reimbursement of the excess costs.

(d) Fines. If it is determined that ~~sales prices in excess of those allowed by this chapter and the BMR Ownership Housing Guidelines have been charged to a buyer of a BMR unit~~ the current BMR owner has violated the terms of this Chapter, or if unauthorized or excess rents have been charged to a tenant or subtenant of a BMR unit of any kind subject to the restrictions of this chapter, the property owner shall be required to forfeit all excess monetary amounts so obtained in violation of this Chapter. Such amounts shall be added to the city's housing fund. shall be subject to a civil penalty. The civil penalty amount shall be as set forth in Chapter 1.04 or 1.05, as amended from time to time, and any excess sales proceeds not recovered by a buyer or tenant under subsection (c) of this section. If the city does not otherwise recover its reasonable attorney fees and other legal costs from the landlord, the city shall deduct these costs from the amounts collected under this section and deposit the balance into the BMR housing trust fund.

(e) Legal Action. The city may institute injunction, mandamus, or any appropriate legal actions or proceedings necessary for the enforcement of this chapter, including actions to suspend or revoke any permit, including a development approval, building permit or certificate of occupancy; and for injunctive relief or damages. If successful, the City shall be entitled to request recovery of its reasonable attorney fees and other legal costs.

19.67.140. Appeals. [Text Unchanged]

19.67.150. Severability. [Text Unchanged]

SECTION 2. CEQA - EXEMPTION. The City Council finds, pursuant to Title 14 of the California Code of Regulations, Section 15061(b)(3), that this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a Project which has the potential for causing a significant effect on the environment.

SECTION 3. CONSTITUTIONALITY; SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, 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 passed this ordinance, and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 4. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days from and after the date of its adoption.

SECTION 5. 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 once in The Sun, the official publication of legal notices of the City of Sunnyvale, of a notice setting forth the date of adoption, the title of this ordinance, and a list of places where copies of this ordinance are posted, within fifteen (15) days after adoption of this ordinance.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

City Clerk
Date of Attestation: _____

Mayor

(SEAL)

APPROVED AS TO FORM:

City Attorney

bae urban economics

City of Sunnyvale Housing Strategy

Prepared by BAE Urban Economics with Support from
PlaceWorks, Goldfarb & Lipman, and Novin Development

Approved October 13, 2020



bae urban economics

March 4, 2020

Jenny Carloni, Housing Officer
Trudi Ryan, Community Development Director
City of Sunnyvale
456 W. Olive Ave.
Sunnyvale, CA 94086

Dear Ms. Carloni and Ms. Ryan:

We are pleased to submit the enclosed City of Sunnyvale Housing Strategy Report. This report summarizes some of Sunnyvale's most pressing housing challenges and presents strategies to address these challenges.

We hope that this report is helpful in assisting the City with its ongoing efforts to address a wide range of housing needs within the community.

Sincerely,



Matt Kowta, MCP
Managing Principal



Stephanie Hagar, MCP
Associate Principal

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EXECUTIVE SUMMARY

The City of Sunnyvale has a long-standing history of proactively addressing housing issues through a range of City ordinances, policies, and strategies. These ordinances, policies, and strategies include the City's Below Market Rate (BMR) Ordinance, density bonuses for affordable projects, rezoning industrial land to accommodate residential uses, adopting specific plans to allow for higher-density residential and mixed-use development, reducing parking ratios for affordable projects, and other housing-related programs and policies.

Despite the City's progress in addressing local housing needs, Sunnyvale still faces significant challenges in ensuring that the City's housing stock serves the full spectrum of affordable and other housing needs. Sunnyvale households have some of the highest housing costs in the nation, presenting limited options affordable for low-income and moderate-income households. Meanwhile, new state laws have strengthened the mandate that local jurisdictions ensure the production of affordable units, making it ever more crucial that Sunnyvale consider a broad range of strategies for addressing a wide range of housing needs.

In response to these challenges, the Sunnyvale City Council has identified the development of a comprehensive housing strategy as a key priority for the City. The City commissioned a team led by BAE Urban Economics and supported by PlaceWorks, Goldfarb and Lipman, and Novin Development to analyze housing issues in Sunnyvale, conduct an extensive community engagement process, and prepare the Housing Strategy that is included in this report.

Council Direction on Issues to Study

The Sunnyvale City Council identified four main issues for the City's Housing Strategy to address:

- 1) Strategies to address housing affordability challenges in mobile home parks;
- 2) Strategies to improve age-friendliness in housing;
- 3) Strategies to increase the supply of affordable housing (supply-side strategies); and
- 4) Strategies to enable households to better afford, maintain, and retain housing (demand-side strategies).

The following report includes a chapter on each of these four topics, providing background analysis and recommendations on each topic.

While the four topic areas that City Council identified for this Housing Strategy do not include a direct focus on homelessness, addressing housing issues related to these four topics will play a key role in supporting City and County efforts to reduce and prevent homelessness. The policy recommendations in this study include policies to create housing that lower-income Sunnyvale residents can afford and help residents maintain and retain their housing. These types of strategies help to prevent housing insecurity that can lead to homelessness and are

critical in enabling individuals and families to transition out of homelessness and into a home that they can afford. While emergency and transitional housing and other resources for those experiencing homelessness serve a crucial role in addressing homelessness, facilitating the production of affordable housing and addressing factors that lead to housing insecurity are also important elements of any long-term plan to reduce homelessness in the region.

Community Engagement Process

The process for developing the Housing Strategy described in this report included an extensive outreach process over a year-long period to obtain input on the Housing Strategy from key stakeholders and the community at large. This process included:

- A community meeting at the outset of the process;
- Meetings with mobile home park owners and residential developers;
- Surveys of mobile home park owners, mobile home park residents, and the community at large;
- Five open house events, including one focused on mobile home park housing issues and one focused on age-friendly housing issues;
- A pop-up event at the Urban Village Farmers' Market; and
- A City Council Study Session.

These events provided a number of opportunities for participants to ask questions and provide input through informal one-on-one and small group discussions with City staff, the consultant team, and other community members as well as to provide comments in writing and through conversations with City staff and the consultant team. In addition, the final open house event, Farmers' Market pop-up, and community-wide survey asked participants to rank the strategies presented in this report to guide the City's prioritization for implementing various policies pursuant to the Housing Strategy.

Input received from this community outreach process informed the policy discussion and recommendations that are presented in this report, and the following report includes summaries of the input received during the community engagement process as it relates to each of the four Housing Strategy study issues.

Policy Recommendations

Table ES-1 below provides a summary of the policy recommendations from the Housing Strategy process. As shown, the Housing Strategy process resulted in 13 recommended policies, including policies that address each of the four Housing Strategy study issues initially identified by the City Council. These policies were selected from a larger set of potential policies that were evaluated during the Housing Strategy process, all of which are described in the following report. The policy recommendations shown below were selected from this larger set of policies based primarily on the input provided during the community engagement process, with some adjustments based on feedback provided by the Sunnyvale City Council during a study session on February 4th, 2020.

The recommendations include three policies related to age-friendly housing, five policies to address supply-side housing issues, three policies to address demand-side housing issues, and two policies to address mobile home park issues. More so than the policies related to the three other Housing Strategy issues, the two recommended mobile home park policies are closely linked to one another, with differing implications for each policy depending on the City's implementation of the other policy. Specifically, the City could choose to 1) adopt mobile home space rent stabilization or rent control on its own; 2) pursue a Memorandum of Understanding (MOU) or accord, in which case the City could consider space rent control/stabilization if an agreement is not reached within a designated time frame. During the City Council study session on February 4th, multiple members of the City Council expressed an interest in pursuing the MOU or accord policy with a fixed time frame to establish an agreement and an option to consider mobile home space rent control if an agreement is not reached during the designated time frame. This is reflected in the staff recommendation.

Table ES-1 also includes a priority ranking for each of the recommended policy options other than those related to mobile home parks, based on a three-tiered system. Policies in Tier 1 are those that are either currently underway or recommended as a priority for 2020 or 2021, while policies in Tier 2 are recommended as a priority for 2021 or 2022. Policies in Tier 3 were identified as lower priority policies, and the timing for implementation of these policies would be assessed once the City has implemented some of the higher-priority policies and also would be subject to identification of necessary funding. The tier ranking for each recommended policy was based on the strength of community support for each policy, the level of new funding needed to implement the policy, the level of new City staff resources needed to implement the policy, whether the policy would require a change to any City ordinances, and the relative benefits and drawbacks of each strategy, as discussed in more detail in the following report.

Table ES-1: Summary of Final Strategy Implementation Tiers

		Approved Tier	Notes
1	Age-Friendly Housing Policy Options		
a	Protect At-Risk Affordable Senior Housing Projects and/or Preserve MHPs	3	
b	Promote New Age-Friendly Housing	2	
c	Adapt Homes to Age in Place	3	
2	Supply-Side Housing Policy Options		
a	Increase Ownership Inclusionary Percentage	1	
b	Promote ADUs	1	
c	Modify Programs and/or Policies to Encourage Missing Middle Housing	3	
d	Up-Zone Land to Facilitate Increase Res Development	1	Only within the following specific plans: El Camino Real, Lawrence Station, and Moffett Park.
e	De-Emphasize Dwelling Units per Acre as a Development Standard	3	
3	Demand-Side Housing Policy Options		
a	Adopt a Right to Lease Ordinance	1	
b	Adopt a Tenant Protection/Relocation Assistance Requirement	2	
c	Establish a Safe RV Parking Program	3	
4	Mobile Home Park Policy Options		
a	Mobile Home Space Rent Stabilization	2*	<p>*A six month check with Council will inform how much progress has been made. This check in will be schedule no later than 6 months after the December 8, 2020 workplan approval. If any Park Owners fail to comply or participate by that time, the Council may choose to end the MOU and immediately begin on a Rent Stabilization Ordinance.</p> <p>Per AB 2782, long term rental agreements entered into on or after 2/13/20 will be subject to 4a/b.</p>
b	Memorandum of Understanding/Accord	1*	

Tier Legend:

- 1 = Currently under way or priority in 2020-21
- 2 = Priority in 2021-2022
- 3 = Timeframe to be Assessed

INTRODUCTION

The City of Sunnyvale has a long-standing history of proactively addressing housing issues through a range of City ordinances, policies, and strategies. In 1980, the City adopted a Below Market Rate (BMR) Ordinance that has generated hundreds of affordable units and millions of dollars in funding for affordable housing over the past four decades. In addition to the BMR Ordinance, the City has facilitated the development and preservation of affordable housing by implementing density bonuses for affordable projects, rezoning industrial land to accommodate residential uses, adopting specific plans to allow for higher-density residential and mixed-use development, reducing parking ratios for affordable projects, and other housing-related programs and policies.

Despite the City's progress in addressing local housing needs, Sunnyvale still faces significant challenges in ensuring that the City's housing stock serves the full spectrum of affordable and other housing needs. As residents in Silicon Valley, Sunnyvale households have some of the highest housing costs in the nation, presenting limited options affordable for low-income and moderate-income households. Meanwhile, new state laws have strengthened the mandate that local jurisdictions ensure the production of affordable units, making it ever more crucial that Sunnyvale consider a broad range of strategies for addressing a wide range of housing needs.

In response to these challenges, the Sunnyvale City Council has identified the development of a comprehensive housing strategy as a key priority for the City. The City commissioned a team led by BAE Urban Economics and supported by PlaceWorks, Goldfarb and Lipman, and Novin Development to analyze housing issues in Sunnyvale, conduct an extensive community engagement process, and prepare the Housing Strategy that is included in this report.

Council Direction on Issues to Study

The Sunnyvale City Council identified four main issues for the City's Housing Strategy to address:

- 5) Strategies to address housing affordability challenges in mobile home parks;
- 6) Strategies to improve age-friendliness in housing;
- 7) Strategies to increase the supply of affordable housing (supply-side strategies); and
- 8) Strategies to enable households to better afford, maintain, and retain housing (demand-side strategies).

The following report includes a chapter on each of these four topics, providing background analysis and recommendations on each topic. The community engagement process for the Housing Strategy also included public outreach events to address these four topic areas and solicit input from local residents, property owners, and other stakeholders and interested parties, as discussed in more detail below.

Relationship Between this Housing Strategy and Homelessness Reduction and Prevention

While the four topic areas that City Council identified for this Housing Strategy do not include a direct focus on homelessness, addressing housing issues related to these four topics will play a key role in supporting City and County efforts to reduce and prevent homelessness. In part, this is because the availability of affordable housing is critical in enabling individuals and families to transition out of homelessness and into a home that they can afford. Further, households that live in homes that they can afford and are not experiencing high or severe housing cost burdens are less likely to experience financial hardship that could result in eviction or foreclosure, and therefore are potentially at a reduced risk for becoming homeless in the first place. In addition to housing affordability, these four topic areas relate to other factors that affect whether many Sunnyvale residents are able to stay in the housing that they already have, thereby further addressing challenges that could lead some households to become homeless. While emergency and transitional housing and other resources for those experiencing homelessness serve a crucial role in addressing homelessness, facilitating the production of affordable housing and addressing factors that lead to housing insecurity are also important elements of any long-term plan to reduce homelessness in the region.

Community Engagement Process

The process for developing the Housing Strategy described in this report included an extensive outreach process to obtain input on the Housing Strategy from key stakeholders and the community at large. This process included the following:

- **Community Meeting on February 12, 2019.** This meeting provided an initial introduction to the Housing Strategy process, presented preliminary background information, and offered an opportunity for Sunnyvale residents and the general public to provide input.
- **Mobile Home Park Owners Meeting on February 28, 2019.** Participants in the meeting included owners of mobile home parks in Sunnyvale and their representatives, City staff, and members of the consultant team. The meeting focused on options for addressing mobile home park housing issues in Sunnyvale.
- **Residential Developer Stakeholders on February 28, 2019.** Participants in the meeting included market-rate and affordable housing developers and operators, City staff, and members of the consultant team. The meeting focused on strategies to increase the supply of affordable housing in Sunnyvale, including the rental inclusionary housing ordinance that the City has since adopted.
- **Mobile Home Park Owner Survey in March and April of 2019.** The survey asked mobile home park owners questions related to park characteristics, lease provisions, and length of residency among mobile home park owners and renters. The survey also asked park owners to provide input on potential strategies for addressing mobile home park issues in Sunnyvale.

- **Mobile Home Park Resident Survey during April and May of 2019.** The survey asked mobile home park residents questions about current space rents, whether homeowners have outstanding loans on their homes and the monthly loan amount, residents' income and housing cost burden, and lease terms, among other topics. The survey also asked mobile home park residents to provide input on potential strategies for addressing mobile home park issues in Sunnyvale.
- **Mobile Home Park Residents Community Open House on June 3, 2019.** This meeting provided information on Sunnyvale's mobile home parks and presented potential strategies for addressing mobile home park housing issues in Sunnyvale. The meeting was held in an open-house format, providing an opportunity for attendees to ask questions and provide input through informal one-on-one and small group discussions with City staff, the consultant team, and other community members. Attendees provided input on the strategies by voting for the strategies that they prefer using dot stickers, providing written comments on easel pads and comment cards, and through conversations with City staff and the consultant team.
- **General Community Open House on June 6, 2019.** This meeting provided information on Sunnyvale housing needs and presented potential strategies for addressing all four of the Housing Strategy study issues. The meeting was held in the same open-house format as the June 3rd Open House, providing an opportunity for attendees to engage in informal one-on-one and small group discussions with City staff, the consultant team, and other community members. As in the June 3 Open House, attendees provided input by voting for the strategies that they prefer using dot stickers, providing written comments on easel pads and comment cards, and through conversations with City staff and the consultant team.
- **Age-Friendly Housing Open House on August 15, 2019.** This meeting provided information on housing needs among Sunnyvale's senior population and presented potential strategies for addressing age-friendliness in housing. The meeting was held in the same format as the two prior open house meetings, with the same methods available for attendees to provide input.
- **General Community Open House on Strategy Options on October 24, 2019.** This meeting presented a range of options for strategies to address all four of the Housing Strategy topic areas. The meeting was held in the same format as prior open house meetings, with the same methods available for attendees to provide input. The study team used input from participants to help gauge community interest in and support for the different strategies.
- **Urban Village Farmers' Market Pop-Up on November 16, 2019.** For this event, the City set up a booth at the Urban Village Farmers' Market. The booth included posters with potential strategies related to all four Housing Strategy issues and invited passersby to rank strategies related to each of the four issues in order of priority, providing input on which strategies the City should prioritize. The booth also invited participants to provide written comments and participate in informal discussion with City staff and the consultant team.

- **General Community Open House on Strategy Prioritization on November 21, 2019.** This event was held in an open house format similar to the prior open house meetings and used the same posters as the Farmers' Market Pop-Up event. Like the Farmers' Market Pop-Up, the meeting invited attendees to prioritize strategies related to each topic and to participate in informal discussion with City staff and the consultant team.
- **Online Survey during December 2019 and January 2020.** The City posted and widely advertised an online survey that asked the community at large to prioritize potential strategies related to each Housing Strategy topic, similar to the prioritization by participants at the Farmers' Market Pop-Up and the November 21st Open House Meeting.
- **City Council Study Session on February 4, 2020.** The study session provided the City Council with an initial strategy prioritization for consideration. City Council asked questions and provided feedback on the strategies and the public had an opportunity to provide comments.

Input received from this community outreach process informed the policy discussion and recommendations that are presented in this report, and the following chapters include summaries of the input received during the community engagement process as it relates to each of the four Housing Strategy study issues.

Report Organization

The remainder of this report is organized as follows:

- **Overview of Existing Conditions.** This chapter provides an overview of general demographic and housing market conditions in Sunnyvale, which informed the community engagement process and the remainder of this Housing Strategy Report.
- **Mobile Home Park Housing Issues.** This chapter provides background information on mobile home park housing affordability issues, presents potential strategies related to mobile home parks in Sunnyvale, and summarizes community and stakeholder feedback on potential mobile home park strategies.
- **Age-Friendly Housing Issues.** This chapter provides background information on age-friendly housing issues, presents potential strategies to address age-friendliness in housing in Sunnyvale, and summarizes community and stakeholder feedback on potential strategies to address age-friendliness in housing.
- **Supply-Side Housing Issues.** This chapter provides background information on recent housing production trends in Sunnyvale, presents potential strategies to increase Sunnyvale's housing supply, and summarizes community and stakeholder feedback on potential strategies to increase Sunnyvale's housing supply.
- **Demand Side Housing Issues.** This chapter provides background information on residents' ability to afford housing in Sunnyvale, presents potential strategies to improve residents' ability to access, afford, and retain housing, and summarizes community and stakeholder feedback on potential strategies to address demand-side housing issues in Sunnyvale.

- **Recommended Strategy Prioritization.** This chapter presents recommendations for prioritizing implementation the strategies ultimately recommended in this report.

OVERVIEW OF EXISTING CONDITIONS

This chapter provides an overview of overall housing conditions and trends in Sunnyvale as well as an overview of the City's demographic characteristics, including data on population and household growth, housing costs and affordability, housing occupancy trends, and household incomes. This chapter draws on data from the U.S. Census Bureau, the California Department of Housing and Community Development (HCD), the California Department of Finance (DOF), and other sources. To provide context, the following sections provide data on the City of Sunnyvale as well as data on a two-county subregion consisting of Santa Clara County and San Mateo County (referred to in this report as the Two-County Subregion). Subsequent chapters of this report provide additional background information that relates specifically to each of the four housing issues that the Sunnyvale City Council identified for the Housing Strategy. Most of the background data provided in this report were assembled during the initial stages of the Housing Strategy process in late 2018 and early 2019 to inform subsequent stages of the community engagement and strategy development process. While the recent COVID-19 pandemic may have an impact on housing sales prices or rental rates, we do not have data on these changes at this time.

Demographic Trends

This section provides an overview of Sunnyvale's population and household characteristics, including population growth trends, household incomes, and residents' age distribution.

Population and Household Growth Trends

Sunnyvale has experienced long-term growth in population and households, consistent with regional trends, and is projected to continue to grow over the foreseeable future. As of 2018, the DOF estimated that Sunnyvale had a population of 153,389, approximately 5.6 percent of the population in the Two-County Subregion. The City's population grew slightly faster than the population in Two-County Subregion between 2000 and 2018, increasing by 16 percent while the Subregion experienced a 14 percent increase. Over the same period, the number of households in Sunnyvale increased by eight percent while the number of households in the Two-County Subregion increased by 11 percent. Projections from the Association of Bay Area Governments (ABAG) anticipate that both the City and the region will continue to grow over the next two decades, with a projected population increase of 48 percent in Sunnyvale and 24 percent in the Two-County subregion between 2020 and 2040. Table 1 shows population and household estimates for Sunnyvale and the Two-County Subregion between 2000 and 2018, as well as projected population and household growth in both geographic areas through 2040.

Table 1: Historic and Projected Population and Household Growth, Sunnyvale and the Two-County Subregion, 2000-2040

City of Sunnyvale	2000	2010	2018	Projected		% Change		
				2020	2040	2000-2018	2020-2040	2000-2040
Population	131,844	140,081	153,389	149,935	222,205	16.3%	48.2%	68.5%
Households	52,573	53,384	56,578	56,935	84,170	7.6%	47.8%	60.1%

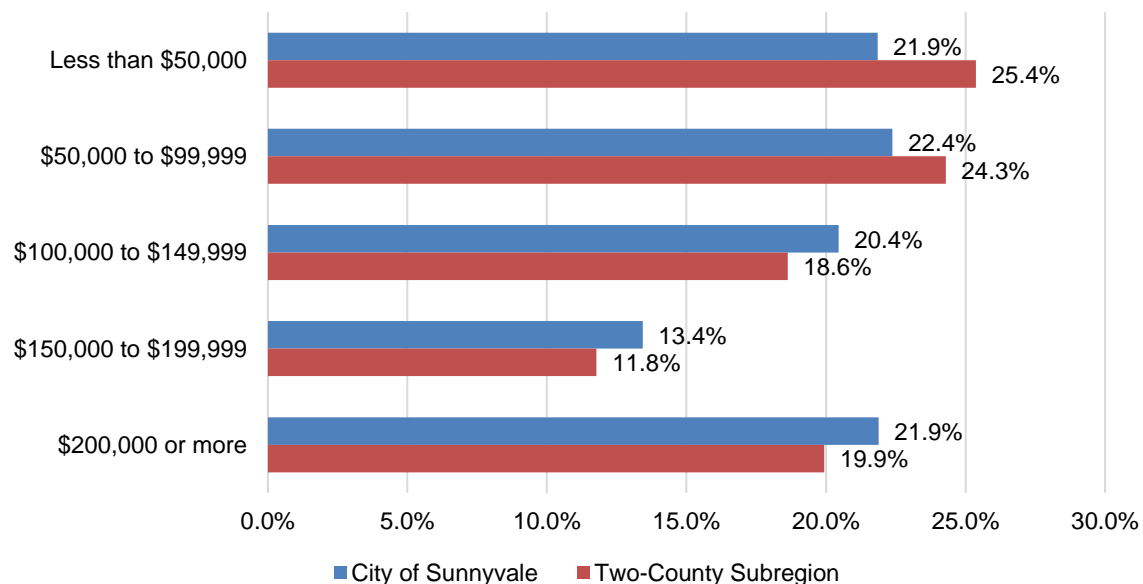
Two-County Subregion	2000	2010	2018	Projected		% Change		
				2020	2040	2000-2018	2020-2040	2000-2040
Population	2,389,748	2,500,093	2,730,753	2,783,200	3,454,815	14.3%	24.1%	44.6%
Households	819,967	862,041	907,104	963,605	1,178,695	10.6%	22.3%	43.7%

Sources: Association of Bay Area Governments, Plan Bay Area Projections 2017 by Jurisdiction, California Department of Finance, E-4, E-5, E-8; BAE, 2018.

Income Distribution

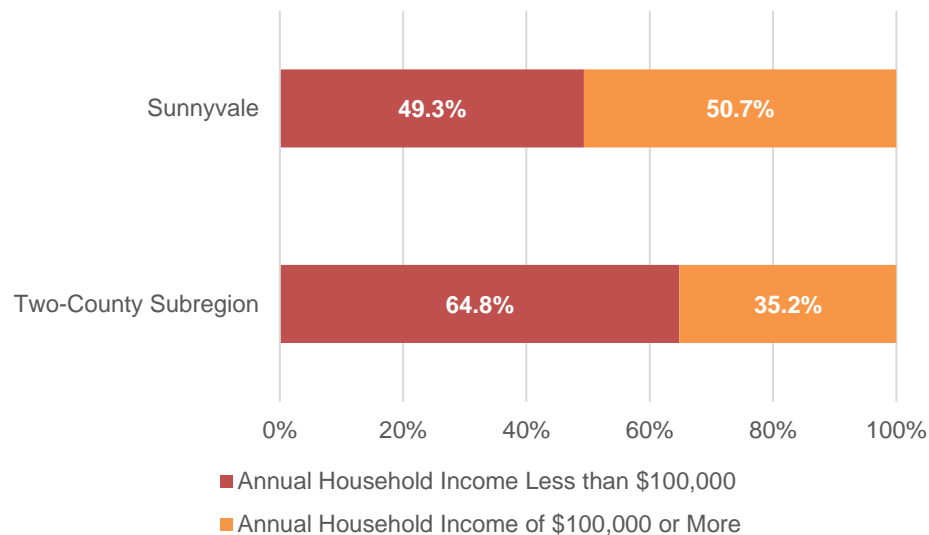
As shown in Figure 1, households in Sunnyvale tend to have slightly higher incomes than those in the Two-County Subregion overall. With a median income of \$109,799, the proportion of Sunnyvale households with a median income over \$100,000 per year is greater than in the Two-County Subregion overall, which has a median household income of \$100,906 per year. Renter households in Sunnyvale also tend to have relatively high incomes, with approximately 51 percent of Sunnyvale renter households with annual incomes of \$100,000 or more, compared to 35 percent of the subregion's renter households. The high income levels among Sunnyvale's renter population may be due in part to a lack of homeownership opportunities that are affordable to middle-income households, causing many households to remain in rental housing despite having relatively high incomes.

Figure 1: Household Income, 2012-2016



Sources: U.S. Census Bureau, American Community Survey 2012-2016 5-year sampling data, B19001; BAE, 2018.

Figure 2: Household Income Distribution Among Renter Households, Sunnyvale and the Two-County Subregion, 2012-2016

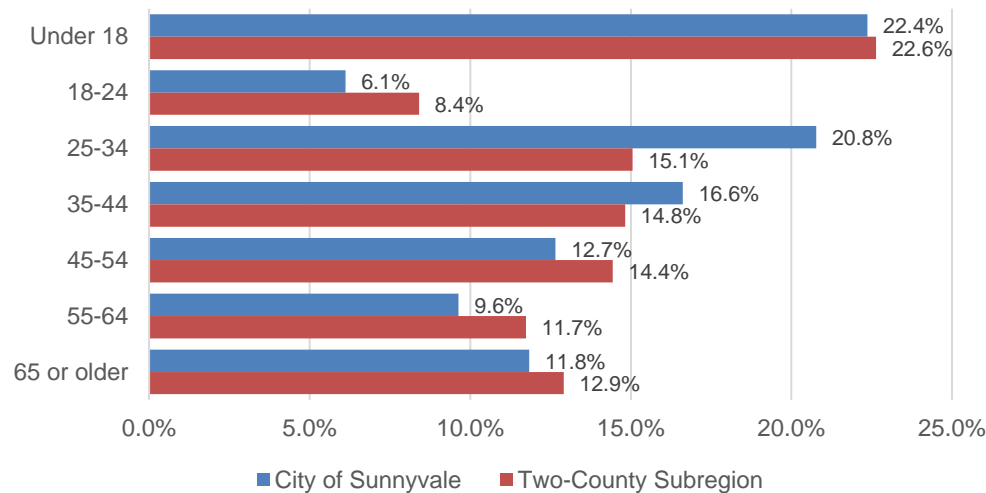


Sources: U.S. Census Bureau, American Community Survey 2012-2016 5-year sampling data; BAE, 2018.

Age Distribution

Sunnyvale's population is slightly younger overall than the population of the Two-County Subregion overall. According to ACS data collected between 2012 and 2016, the median age among Sunnyvale residents was 35.4 years, compared to 37.6 years in the Two-County Subregion. As shown in Figure 3, the City of Sunnyvale and the Two-County Subregion are comparable in the proportion of the population that is under the age of 18. However, Sunnyvale has a substantially larger population of younger working-age residents between the ages of 25 and 34, which accounts for 21 percent of the City's population and only 15 percent of the population in the Two-County Subregion.

Figure 3: Age Distribution, 2012-2016



Sources: U.S. Census Bureau, American Community Survey 2012-2016 5-year sampling data, B01001; BAE, 2018.

Housing Cost Burden and Overcrowding

Housing analysts and local, state, and federal housing programs often use housing cost burden and overcrowding as key metrics to evaluate the extent to which households are experiencing problems with securing affordable, adequate housing in a community. This section provides an overview of these conditions in Sunnyvale and the Two-County Subregion.

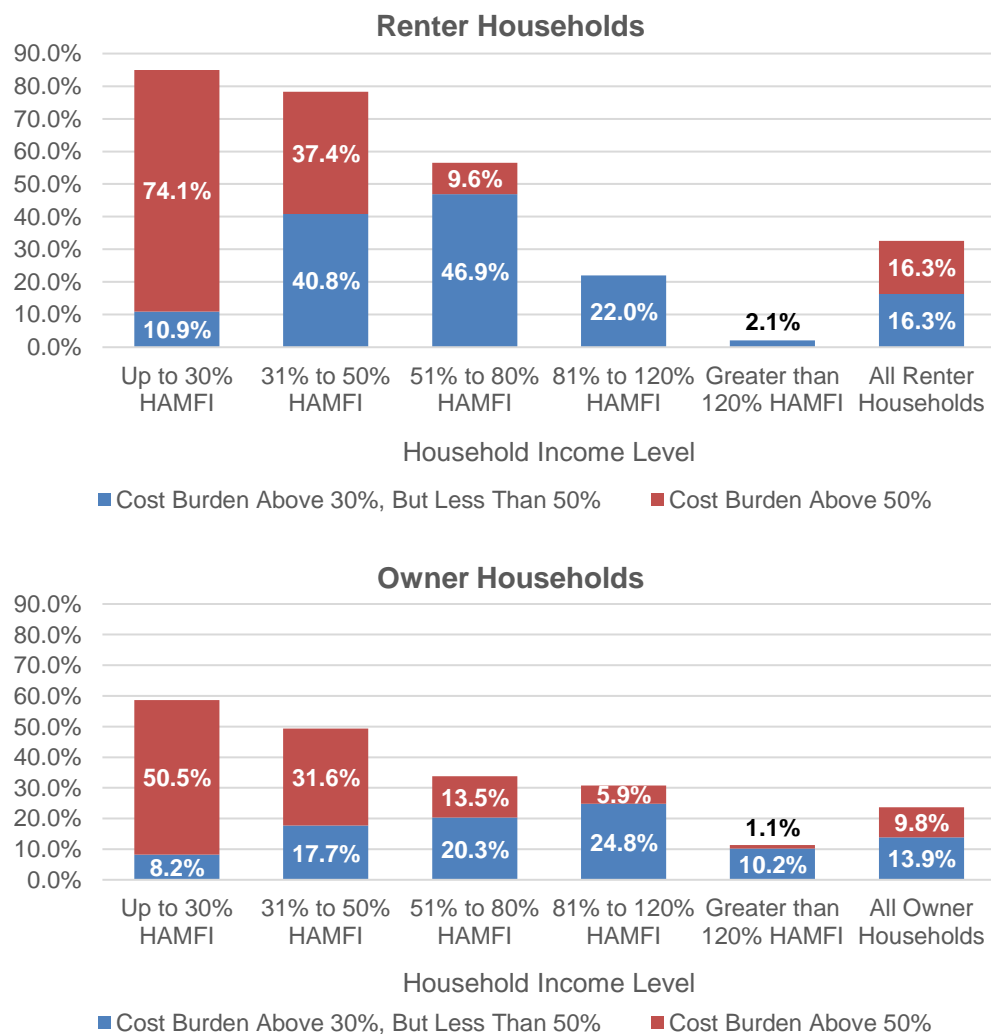
Housing Cost Burden

HUD considers households to have a high housing cost burden if housing costs exceed 30 percent of the households' monthly gross income. Households with housing costs that exceed 50 percent of monthly gross income are considered to be severely cost burdened. Households with a high or severe housing cost burden may be forced to choose between paying for housing costs and paying for other basic needs, and are often unable to accumulate savings, cover an unexpected expense, or invest in goods or services to improve their long-term financial stability, such as making a down payment on a house or pursuing educational opportunities.

A significant portion of households in Sunnyvale have high housing costs relative to their household incomes, with lower-income households having particularly high rates of housing cost burden. Figure 4 provides information on the proportion of renter and owner households in Sunnyvale with high housing cost burdens and severe housing cost burdens, by household income level, as reported in the 2011-2015 Comprehensive Housing Affordability (CHAS) data set. As shown, 33 percent of renter households and 24 percent of owner households have either a high or severe housing cost burden. Among households with incomes equal to 30 percent of HUD Area Median Family Income (HAMFI) or less, 85 percent of renter households and 59 percent of owner households have a high or severe housing cost burden. The

prevalence of high and severe housing cost burden is slightly lower for households with incomes equal to 31 to 50 percent of HAMFI, at 78 percent for renters and 49 percent for owners. Among households with incomes equal to 51 to 80 percent of HAMFI, 56 percent of renter and 34 percent of owners have a high or severe housing cost burden. Among households with incomes above 80 percent of HAMFI, the rates of high and severe housing cost burden decrease and are higher for owner households than for renter households. These rates of high and severe housing cost burden are not unique to Sunnyvale; the proportion of households with high and severe housing cost burden are slightly higher in the Two-County Subregion than in Sunnyvale.

Figure 4: Housing Cost Burden by Tenure and Household Income Level, Sunnyvale Households, 2011-2015



Note:
Data are based on HUD-defined household income limits. HAMFI = HUD Area Median Family Income.

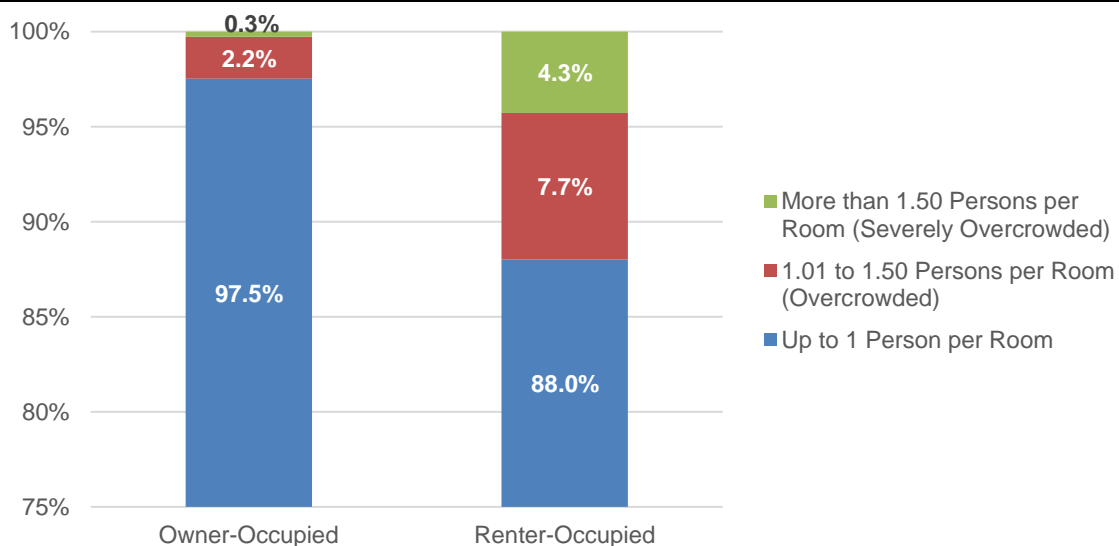
Sources: U.S. Department of Housing and Urban Development, 2011-2015 Comprehensive Housing Affordability Strategy (CHAS) data; BAE, 2018.

Overcrowding

In addition to cost burden, overcrowding provides another important measure of housing stress. According to HUD definitions, a household is considered to live in overcrowded conditions when that household lives in a housing unit with more than one person per room. HUD considers a household to be severely overcrowded if the household lives in a housing unit with more than 1.5 persons per room. Under this definition, “rooms” include living rooms, dining rooms, kitchens, bedrooms, finished recreation rooms, enclosed porches suitable for year-round use, and lodger’s rooms, while excluding bathrooms, porches, balconies, foyers, halls, and half-rooms.

As shown in Figure 5, overcrowding is significantly more prevalent among renter households in Sunnyvale than among the City’s owner households. According to ACS data collected between 2012 and 2016, 2.2 percent and 0.3 percent of owner households were overcrowded or severely overcrowded, respectively, compared to 7.7 percent and 4.3 percent of renter households, as shown in Figure 5. These rates of overcrowding and severe overcrowding among renters and homeowners were similar to rates of overcrowding among the same groups in the Two-County Subregion overall. These data may indicate a shortage of rental units that are large enough to accommodate larger households, and potentially indicates that some renters are living in overcrowded conditions in order to be able to afford housing.

Figure 5: Persons per Room, City of Sunnyvale, 2012-2016



Sources: U.S. Census Bureau, American Community Survey 2012-2016 5-year sampling data, B25014; BAE, 2018.

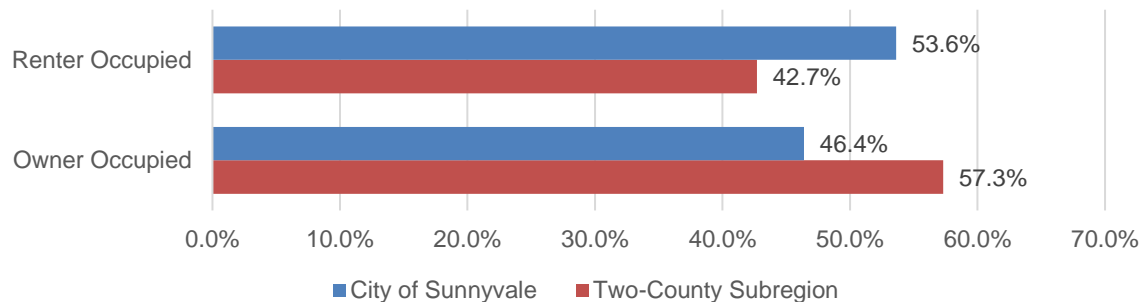
Housing Market Characteristics

This section provides an overview of Sunnyvale’s housing market, including the characteristics of the City’s existing housing stock and housing prices and vacancy rates.

Tenure and Housing Unit Type

Unlike the Two-County Subregion as a whole, Sunnyvale has a greater percentage of renter households than owner households, which is consistent with the City's large population between the ages of 25 and 34. As shown in Figure 6, 54 percent of Sunnyvale households are renters, compared to 43 percent of households in the Subregion overall.

Figure 6: Occupied Housing Units by Tenure, 2012-2016

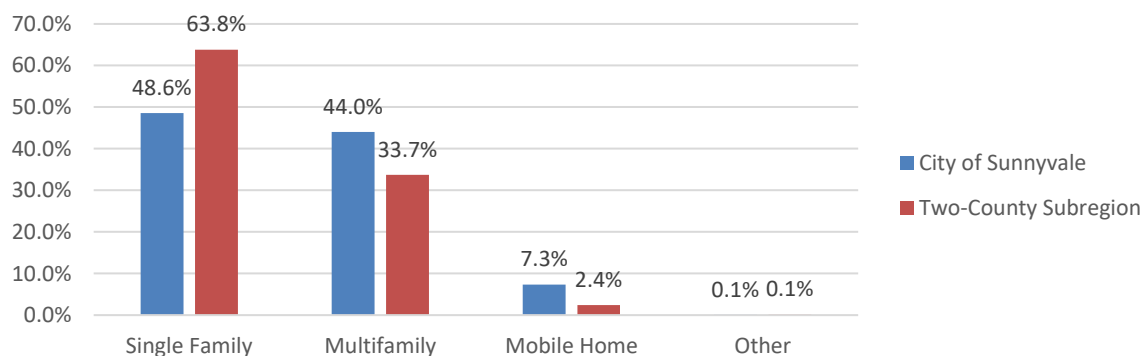


Sources: U.S. Census Bureau, American Community Survey 2012-2016 5-year sampling data, B25003; BAE, 2018.

This above-average concentration of renter households is also consistent with the relative prevalence of multifamily housing in Sunnyvale compared to in the subregion. Figure 7 shows that 44 percent of Sunnyvale's housing units are in multifamily buildings, compared to 34 percent in the Subregion. While multifamily units include owner-occupied condominiums and single-family homes can serve as rental housing, cities with a large multifamily housing stock tend to have higher proportions of rental housing.

Figure 7 also shows that Sunnyvale also has a substantial inventory of mobile homes, which account for seven percent of the City's housing stock. The chapter of this report that addresses mobile home park housing issues discusses the City's mobile home inventory in more detail.

Figure 7: Units by Type of Structure, 2012-2016



Sources: U.S. Census Bureau, American Community Survey 2012-2016 five-year sampling data, B25024; BAE, 2018.

Multifamily Rental Market Trends

Data from CoStar indicate that Sunnyvale’s multifamily rental inventory consists primarily of one-bedroom and two-bedroom units. As of the fourth quarter of 2018, CoStar tracked 18,023 market-rate multifamily rental units within the City of Sunnyvale, as shown in Table 2.¹ As of the fourth quarter of 2018, the average rental rate among these units was \$2,746 per month. With an average unit size of 810 square feet, this equals a rental rate of \$3.39 per square foot per month. Among this sample, one- and two-bedroom units accounted for approximately 80 percent of the total inventory, with average monthly rents of \$2,495 and \$3,083, respectively. Studio units, which made up about 4.8 percent of the rental stock, had an average monthly rent of \$2,012, while units with three or more bedrooms made up only about 2.2 percent of the rental stock and had an average monthly rent of \$3,895.

The one-bedroom vacancy rate of 4.4 percent and the two-bedroom vacancy rate of 4.3 percent are slightly lower than the overall market’s rate of 4.5 percent. Studios and units with three or more bedrooms have higher vacancy rates of 6.4 percent and 5.1 percent, respectively.

Table 2: Multifamily Rental Housing Stock, City of Sunnyvale, Q4 2018 (a)

Unit Type (b)	Number of Units	Avg. Size (Sq. Ft.)	Avg. Monthly Asking Rent	Vacancy Rate
Studio	873	470	\$2,012	6.4%
1 bedroom	7,986	685	\$2,495	4.4%
2 bedroom	6,411	985	\$3,083	4.3%
3+ bedroom	389	1,271	\$3,895	5.1%
All Unit Types	18,023	810	\$2,746	4.5%

Notes:

(a) Data captures units in multifamily properties with at least 50 units.

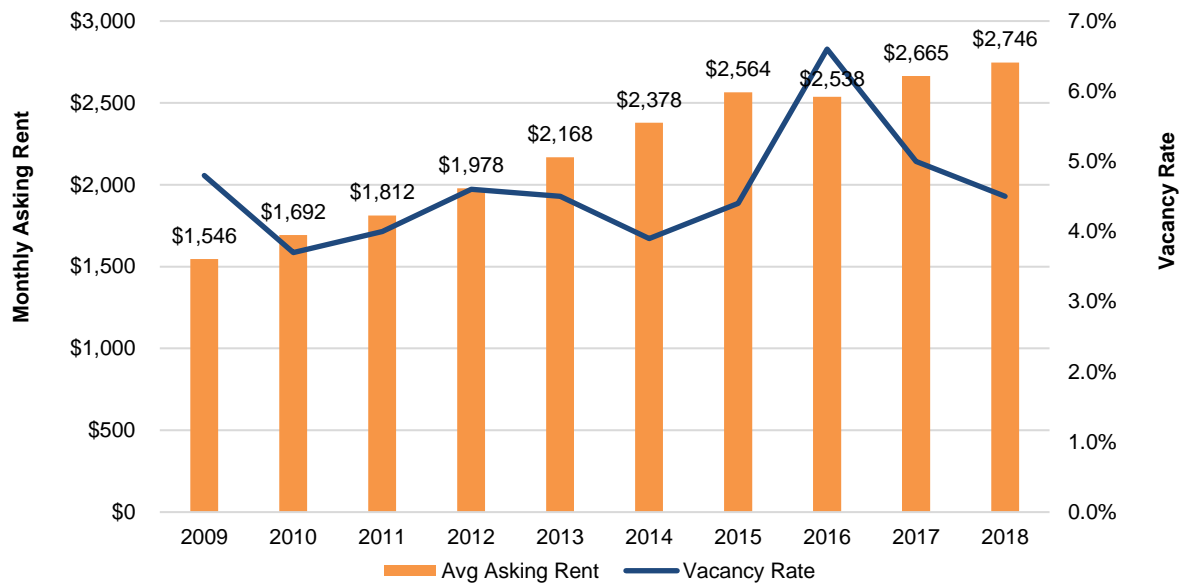
(b) Unit totals may not equal the sum of the different unit types due to some units lacking classification by number of bedrooms.

Sources: CoStar, 2019; BAE, 2019.

Multifamily rental rates in Sunnyvale have increased steadily over the past decade while vacancy rates have generally remained low. Figure 8 shows the trends in average monthly asking rents and vacancy rate across multifamily rental units in Sunnyvale over a ten-year period. From 2009 to 2018, the rental rates increased by \$1,200, a 78 percent increase. While vacancy rates fluctuated somewhat during this period, the vacancy rate generally remained at or below five percent, with the exception of a temporary increase to 6.6 percent in 2016, which was likely due at least in part to the delivery of 256 newly constructed units to the City’s rental inventory in that year.

¹ CoStar provides unit type and size detail for approximately 87 percent of the units that CoStar tracks in the City of Sunnyvale. While the distribution of units by size generally reflects the overall inventory, the exact proportions may vary.

Figure 8: Average Multifamily Rental Asking Rents and Vacancy Rates, City of Sunnyvale, 2009-2018 (a) (b)



Notes:

(a) Data captures units in multifamily properties with at least 50 units.

(b) Data reflects point-in-time, rather than annual average, market conditions of the last day of the respective year.

Sources: CoStar, 2019; BAE, 2019.

For-Sale Housing Market Trends

Housing costs in Sunnyvale are comparable to housing costs in many other nearby jurisdictions. Figure 9 shows median home sale prices among single-family homes and condominiums in Sunnyvale and six other Santa Clara County cities in December 2018. As shown, the median sale price for single-family homes in Sunnyvale was \$1,837,500, higher than the medians in San Jose, Santa Clara, and Campbell but lower than the medians in Mountain View, Cupertino, and Palo Alto. Condominium sale prices were slightly lower overall, with a median of \$1,192,500 in Sunnyvale in December 2018. Sunnyvale's median condominium sale price was higher than the median sale prices for condominiums in San Jose, Santa Clara, Campbell, and Mountain View and lower than in Cupertino and Palo Alto.

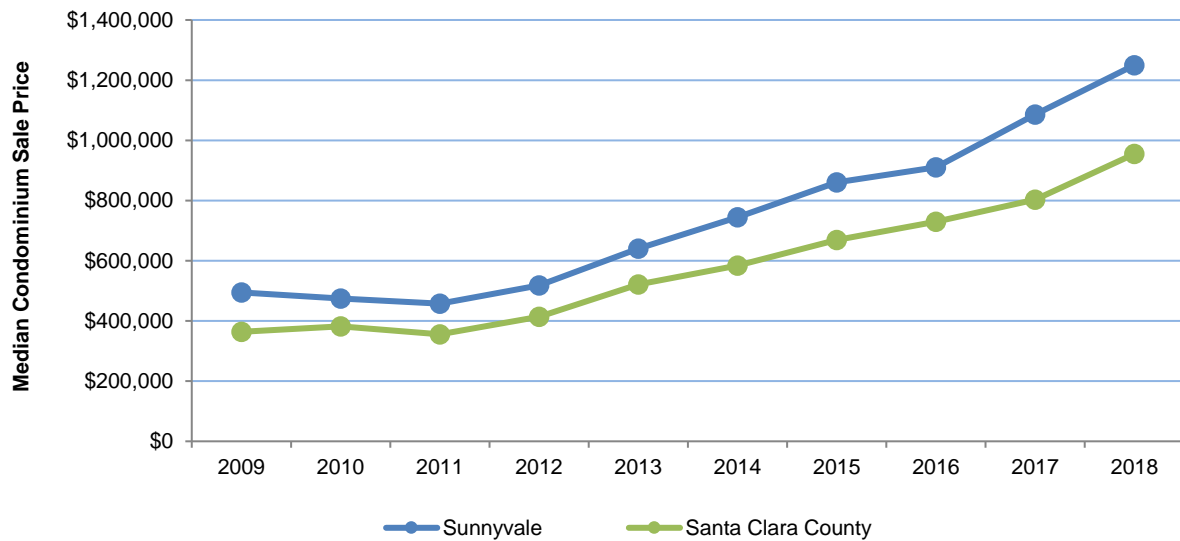
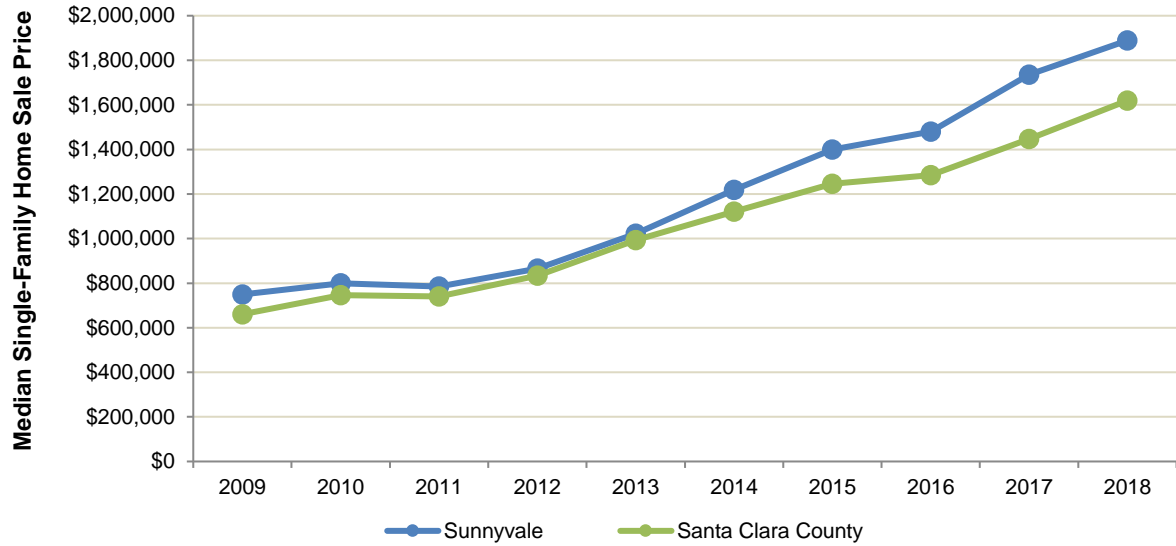
Figure 9: Median Home Sale Prices, Selected Santa Clara County Cities, December 2018



Sources: rereport.com, 2019; BAE, 2019.

Home sale prices in Sunnyvale have increased steadily over the past ten years, mirroring countywide trends. Figure 10 shows median single-family and condominium sale prices in Sunnyvale and Santa Clara County from 2009 through 2018. As shown, the median sale price of both single-family homes and condominiums more than doubled during this period in both the City and the County, with home prices in Sunnyvale generally remaining slightly higher than in the County overall.

Figure 10: Median Home Sale Price Trends, 2009-2018



Sources: rereport.com, 2019; BAE, 2019.

MOBILE HOME PARK HOUSING ISSUES

Mobile home park residents face unique housing challenges due to key differences between mobile home park ownership and ownership of other types of homes. Like other homeowners, homeowners that live in mobile home parks own the homes that they live in. However, homeowners that live in Sunnyvale's mobile home parks do not own the land on which their homes are located, and instead rent the spaces where their homes are located from the owners of the mobile home parks.² This means that the costs of mobile home ownership include mobile home space rent in addition to any payments on loans that the homeowner took out to finance the purchase of the mobile home. Mobile home buyers typically finance their home purchase using chattel loans, which tend to have higher interest rates and shorter loan terms than a traditional home mortgage loan, because mobile homes are generally not eligible for the same types of mortgages that buyers use to finance the purchase of other types of homes.

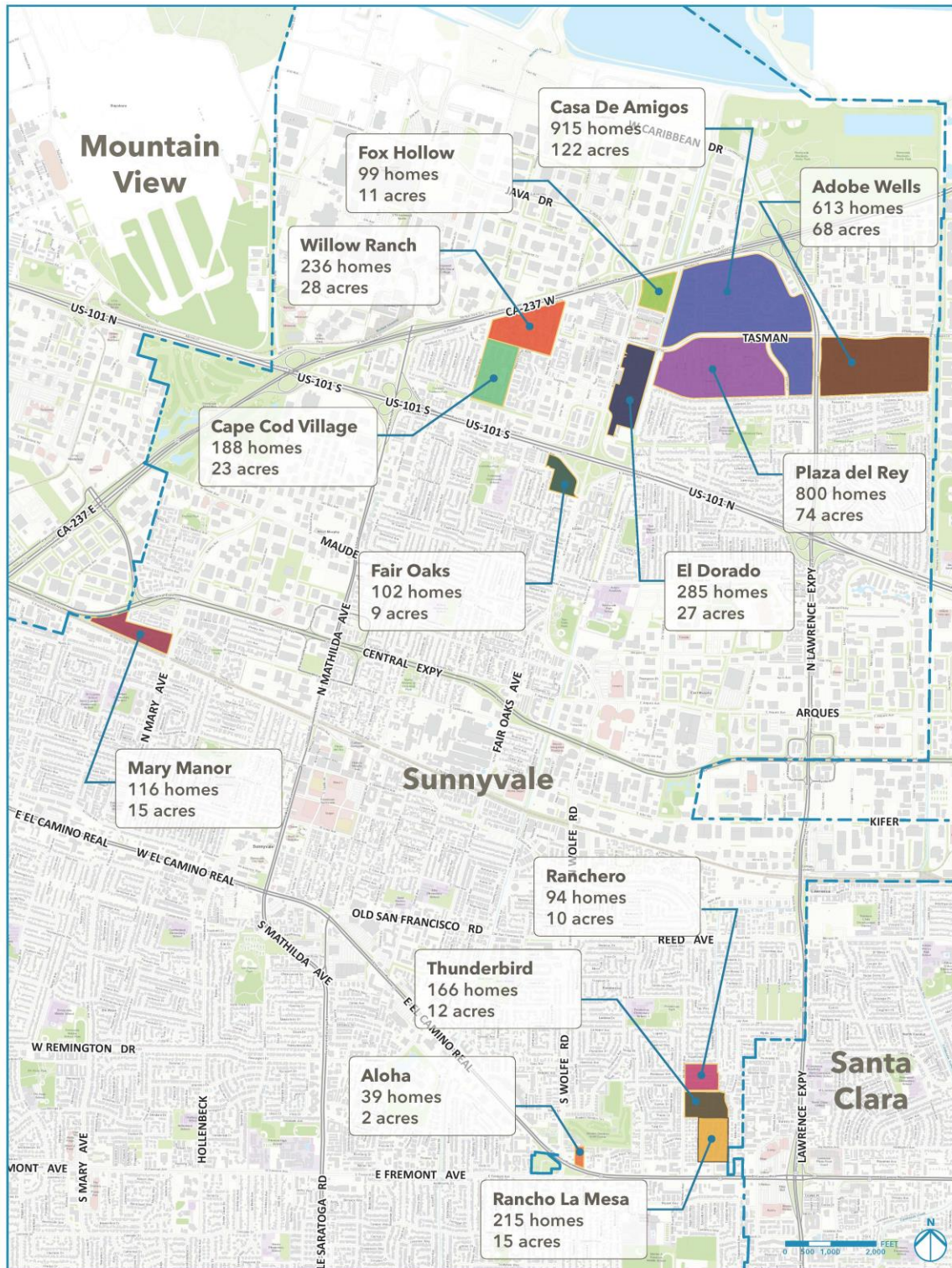
Residents in Sunnyvale's mobile home parks have raised concerns about increases in mobile home park space rents and have advocated for the City to adopt policies that will protect mobile home park residents from the negative impacts of space rent increases. The City Council has responded to these concerns in part by including mobile home park housing issues as one of the focus areas for this Housing Strategy. This chapter provides background information on Sunnyvale's mobile home parks, mobile home park residents, and housing considerations related to mobile home parks, as well as an overview of potential strategies for addressing mobile home park housing issues in Sunnyvale.

Sunnyvale Mobile Home Park Background

There are 13 mobile home parks in Sunnyvale with a total of 3,862 mobile homes, making mobile homes a relatively substantial component of Sunnyvale's housing inventory. In fact, Sunnyvale is home to several of the largest mobile home parks in the state. Figure 11 shows a map of the mobile home parks in Sunnyvale. According to American Community Survey (ACS) data collected between 2012 and 2016, mobile homes account for approximately seven percent of all housing units in the City of Sunnyvale, compared to just two percent of housing units in the Two-County Subregion comprised of San Mateo and Santa Clara Counties. Sunnyvale is home to 19 percent of the mobile homes in the Two-County Subregion, despite the fact that only six percent of all housing units in the subregion are located in Sunnyvale.

² Although mobile home parks can be resident-owned, there are no resident-owned mobile home parks in the City of Sunnyvale.

Figure 11: Mobile Home Parks in Sunnyvale, 2020



Sources: City of Sunnyvale, PlaceWorks, BAE Urban Economics, 2019.

Mobile Home Resident Demographic Characteristics

This Housing Strategy report analyzes the demographic characteristics of Sunnyvale mobile home park residents using a detailed and rich data set published by the U.S. Census known as the Public Use Microdata Sample (PUMS). Derived from a five percent sample of actual responses from households responding to the American Community Survey, and available for certain defined areas of 100,000 or more of population, known as “PUMAs” or Public Use Microdata Areas, this data source allows for cross-tabulation of variables such as mobile home residency and household income.³ The analysis presented in this chapter uses the data from the 2012 through 2016 five-year survey period, the most recent data available at the time that these data were first presented during community engagement events for the Housing Strategy in early 2019.

The PUMS data indicate that residents living in mobile homes in Sunnyvale tend to be older than Sunnyvale residents overall. According to the PUMS data summarized in Figure 12, the median age among mobile home park residents in the PUMA that encompasses the mobile home parks in Sunnyvale was 45, compared to 35 in the City of Sunnyvale as a whole. Among mobile home park residents, 36 percent were over the age of 55, compared to just 21 percent in the City of Sunnyvale overall. The difference in age between mobile home park residents and residents in Sunnyvale overall is likely due in part to the presence of three mobile home parks in Sunnyvale that are age-restricted to residents age 55 and older, totaling 523 units.

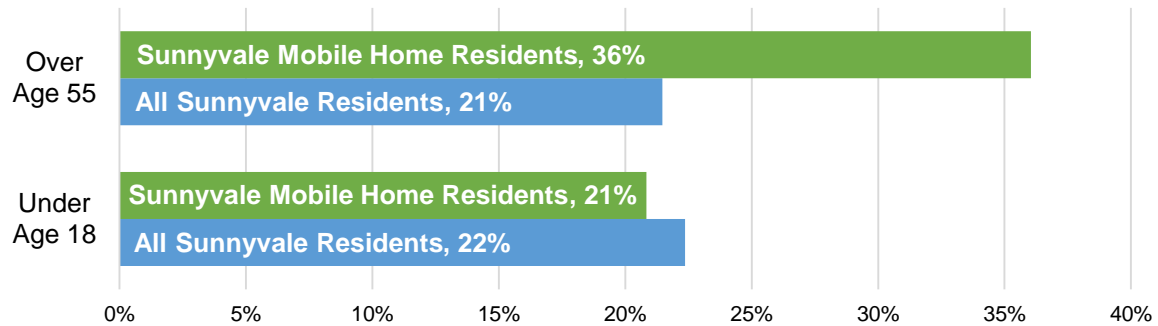
Households living in mobile homes in Sunnyvale also tend to have lower incomes than households in the City as a whole but are significantly more likely to own their homes. According to PUMS data collected between 2012 and 2016, households living in mobile homes in the PUMA that encompasses the mobile home parks in Sunnyvale had a median annual household income of approximately \$62,900 (see Figure 12), approximately 57 percent of the citywide median annual household income of \$109,800 during the same period. Despite having lower incomes, approximately 86 percent of households living in mobile homes in Sunnyvale owned their homes, compared to less than half in Sunnyvale overall. Renter households in mobile homes in Sunnyvale tend to have lower incomes than those that own their mobile homes, with a median of approximately \$45,000 per year.

These data suggest that mobile homes provide a relatively affordable home ownership option, including for many of Sunnyvale’s older residents, which is increasingly difficult to obtain elsewhere in Sunnyvale or much of the rest of Santa Clara County. In addition, these data indicate a potential overlap between policies that address mobile home park housing issues and policies that address age-friendliness in Sunnyvale’s housing stock.

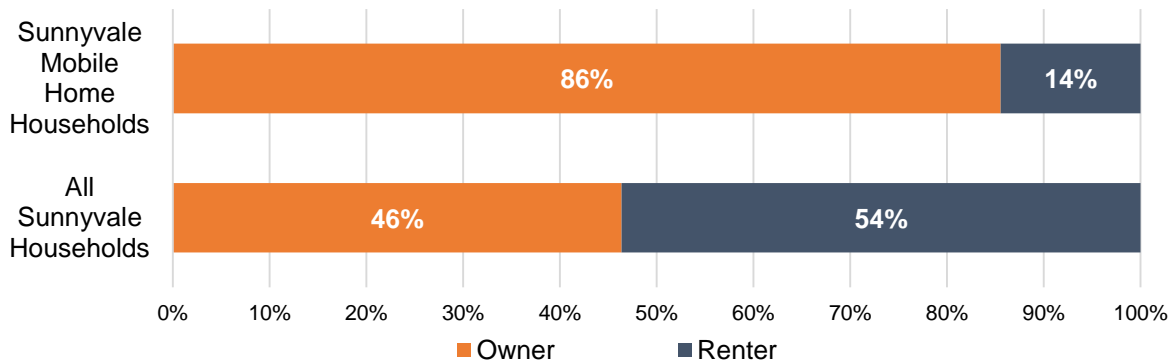
³ The PUMA that includes the mobile home parks in the City of Sunnyvale also includes one 112-unit mobile home park in San Jose. Because the mobile home park in San Jose would comprise a small share (less than three percent) of the mobile homes in this sample, this analysis assumes that the PUMS data for mobile home park residents living in this PUMA are generally representative of mobile home park residents in Sunnyvale.

Figure 12: Sunnyvale Mobile Home Park Resident Demographic Overview, 2012-2016

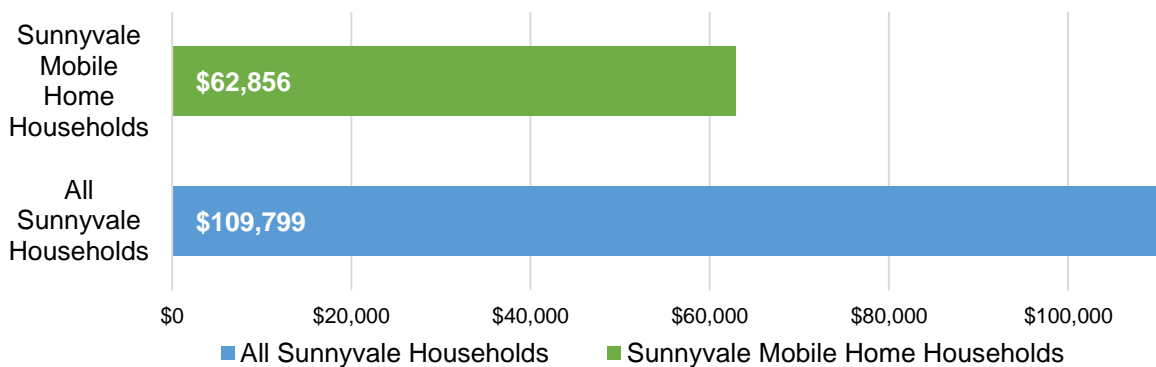
Residents in Selected Age Groups



Households by Tenure



Median Annual Household Income



Note:
Data for Sunnyvale mobile home residents and households include data for all households and residents living in Sunnyvale mobile homes as well as households and residents living in one 112-unit mobile home park in San Jose.
Sources: ACS, 2012-2016; BAE, 2019.

Mobile Home Park Owner Survey

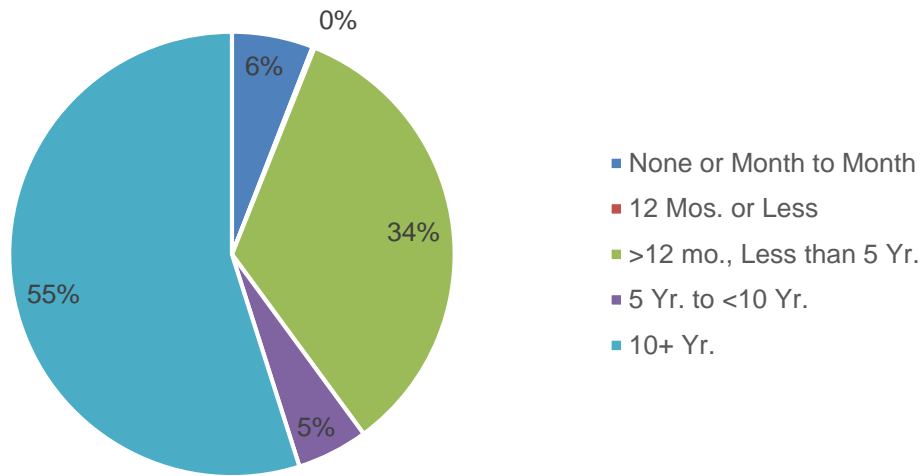
In March 2019, the City sent a survey to the owners of each mobile home park in Sunnyvale to obtain information on park characteristics, lease provisions, and length of residency among mobile home park owners and renters as well as to obtain input on potential strategies for addressing mobile home park issues in Sunnyvale. Responses were received from representatives of six mobile home parks in the City, representing 2,053 mobile home spaces (approximately two thirds of the City's mobile home park spaces). Among these spaces, almost all (2,039) were owner-occupied and a small number (11) were renter-occupied. Only three mobile home spaces represented by the responding mobile home park owners were vacant.

The results of the mobile home park owner survey indicate that many mobile home park residents in Sunnyvale have a lease for their mobile home space or the option to have a lease, which provides stability and predictability for residents during the lease term. The survey results indicated that all of the mobile home parks represented in the responses offer lease terms of five years or more, with options for shorter leases. The owners indicated that approximately 60 percent of current residents have leases with terms of five years or longer, as shown in Figure 13, and that six percent of residents had no lease or a month-to-month lease. Respondents indicated that the average monthly rent for existing leases of 12 months or more ranges from \$1,035 to \$1,264.

Although leases are widely available to mobile home park residents, these residents are not necessarily protected from the negative impacts of rent increases when leases expire, which is likely to occur during the time that many residents live in their mobile homes, or when spaces turn over to a new mobile home unit owner. According to the survey responses, two thirds of the residents living in the mobile home parks represented in the survey responses have lived in their homes for five years or more, and almost half of all residents had lived in their homes for ten years or more, as shown in Figure 14. This means that most mobile home park residents are long-term residents, and many will live in their homes past the end date of a five- or ten-year lease term. Only two park owners responded to a question about the space rent that would apply when a space turns over to a new owner, and therefore these responses are not directly comparable to the information on current rent for residents with existing leases. However, the survey results suggest that, at least in some of the City's mobile home parks, the space rent would increase substantially when a space turns over to a new mobile home unit owner.

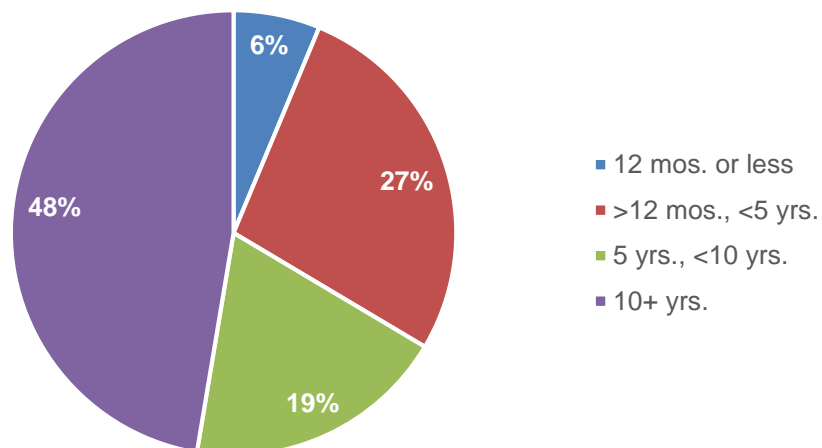
It should be noted that the owner of the largest mobile home park in Sunnyvale, Plaza Del Rey, sold the mobile home park subsequent to completing the mobile home park owner survey, and therefore the responses provided in the survey may not correspond entirely to the responses that would be provided by the current owners. The new owners have reported that they are honoring existing leases at Plaza Del Rey and offering new 25-year leases.

Figure 13: Length of Current Leases in Sunnyvale Mobile Home Parks Represented in Mobile Home Park Owner Survey



Sources: Mobile Home Park Owners' Survey, 2019; BAE, 2019.

Figure 14: Length of Residency in Sunnyvale Mobile Home Parks Represented in Mobile Home Park Owner Survey



Sources: Mobile Home Park Owner Survey, 2019; BAE, 2019.

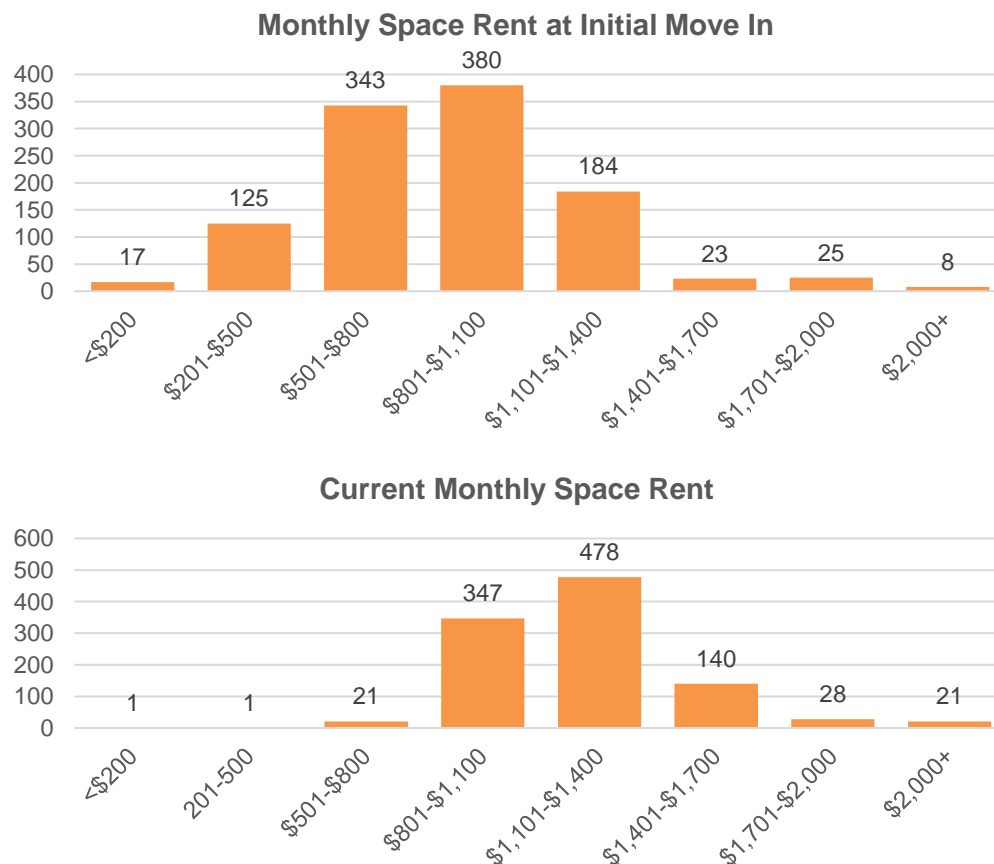
Mobile home park owners' responses related to various policy options for mobile home parks are discussed at the end of this chapter in the subsection that describes community input on mobile home park strategies.

Mobile Home Park Resident Survey

In addition to the mobile home park owners survey, the City conducted a survey of mobile home park residents during April and May of 2019. The survey included questions about current space rents, whether homeowners have outstanding loans on their homes and their monthly loan payment amount, residents' income, and lease terms, among other topics. The survey also asked mobile home park residents to provide input on potential strategies to address mobile home park housing issues in Sunnyvale. The City distributed 3,505 surveys to mobile home park residents and received 1,151 responses.

The responses to the resident survey indicate that many mobile home park residents have experienced increases in space rents during the time that they have lived in their mobile homes. Figure 15 shows the space rent that residents report paying when they first moved into their mobile home as well as their current space rent. As shown, the distribution of space rents at move-in skews lower than the distribution of current space rents. The average current space rent reported among respondents was \$1,239 per month.

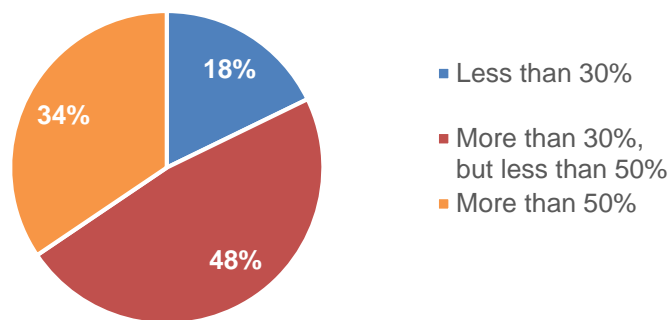
Figure 15: Mobile Home Space Rents Reported in Responses to Sunnyvale Mobile Home Park Resident Survey



Sources: Mobile Home Park Resident Survey, 2019; BAE, 2019.

The responses to the resident survey indicate that many mobile home park residents have a high housing cost burden. As shown in Figure 16, over 80 percent of survey respondents reported spending more than 30 percent of their monthly income on housing costs, and approximately one-third reported spending more than 50 percent of their monthly income on housing costs. These responses indicate that many mobile home park residents experience financial hardship due to their housing costs and are unlikely to be able to afford substantial increases in their space rents or other housing costs.

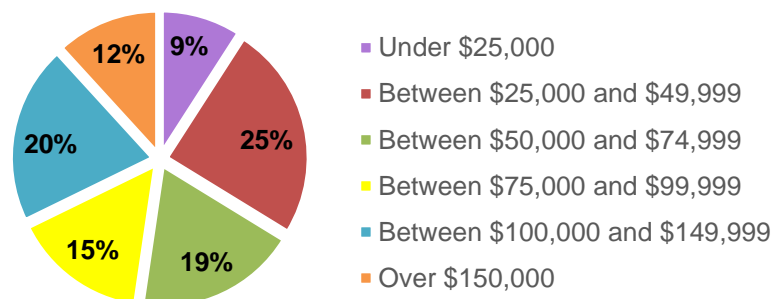
Figure 16: Percent of Monthly Income Spent on Housing Costs Among Respondents to Sunnyvale Mobile Home Park Resident Survey



Sources: Mobile Home Park Resident Survey, 2019; BAE, 2019.

The resident survey also indicated that households that live in Sunnyvale's mobile home parks have a wide range of incomes. As shown in Figure 17, approximately one-third of all respondents reported an annual household income of less than \$50,000, one-third reported an annual household income of at least \$50,000 but less than \$100,000, and the remaining third reported an annual household income over \$100,000. This distribution indicates that Sunnyvale's mobile home parks provide housing for households at a wide range of income levels, many of which would be unable to afford other types of owner-occupied housing in the City despite some having relatively high incomes.

Figure 17: Household Income Among Respondents to Sunnyvale Mobile Home Park Resident Survey



Sources: Mobile Home Park Resident Survey, 2019; BAE, 2019.

Mobile home park residents' responses related to various policy options for mobile home parks are discussed at the end of this chapter in the subsection that describes community input on mobile home park strategies.

Existing Mobile Home Park Programs and Policies

The California Department of Housing and Community Development regulates many aspects of mobile home parks, such as health and safety conditions within mobile homes and mobile home parks, code enforcement, and installation and removal of mobile homes. Mobile home park residents can file complaints related to space rents and other park management issues with the State Mobile Home Ombudsman.

The City of Sunnyvale has taken additional steps to preserve the City's mobile home parks by protecting mobile home park properties from redevelopment. The City's Mobile Home Park Conversion Ordinance regulates park closures or conversions of parks to other uses. Among other provisions, the Mobile Home Park Conversion Ordinance requires that property owners complete a Conversion Impact Report for review and approval by the City Council before any park conversion is approved. The Conversion Impact Report must define and address the social and economic impacts that the conversion would have on displaced residents and mobile home owners. The Conversion Ordinance also requires that the property owner provide displaced residents with relocation assistance.

In addition, the City of Sunnyvale's General Plan and Zoning Ordinance designate the City's existing mobile home parks exclusively for mobile home park use; only one park is currently zoned for residential uses other than mobile home parks. As a result, owners of mobile home parks in Sunnyvale must apply for a zone change and/or General Plan amendment before converting the parks to another use, which would require City Council approval.

Mobile Home Park Housing Considerations

This section provides an overview of key considerations related to addressing mobile home park issues in Sunnyvale.

Challenges Related to Moving Mobile Homes

Residents and others familiar with Sunnyvale's mobile home parks report a range of potential barriers to relocating many of the mobile homes that are located in Sunnyvale's mobile home parks. Many of the mobile homes in the City are fairly old and could not be moved without causing significant damage to the home. In cases where mobile homes could theoretically be relocated, the expense of relocating the unit would be cost-prohibitive for most mobile home households. Moreover, the inventory of unoccupied spaces for mobile homes in the region is severely limited, leaving few if any local relocation options for any owners that might otherwise move their mobile homes to a new location. This means that mobile home residents that own

their homes generally need to sell their units in order to move, rather than retaining ownership of their home and moving it to a new location.

Affordability Challenges from Space Rent Increases

For many mobile home park residents, space rent increases can make housing costs unaffordable, potentially causing households to choose between paying for housing costs and providing for other basic needs such as food or healthcare. Mobile home park households that decide or are forced to move due to space rent increases will be unlikely to find affordable housing nearby due to high housing costs throughout the region. Furthermore, in cases where space rent increases make their homes unaffordable, homeowners living in mobile home parks have to sell their homes in order to move, potentially causing some mobile home owners to remain in a housing situation that has become unaffordable until securing a buyer.

Effect of Mobile Home Park Space Rents on Mobile Home Sale Prices

Prospective mobile home buyers typically consider the total cost of mobile home ownership when making an offer to purchase a mobile home, including the cost of space rent and the cost of payments on any loans that the homeowner uses to finance the home purchase. If all else is equal, buyers will typically offer less for a home with a high space rent than for the same home with a lower space rent, mitigating the effect of a higher space rent cost by reducing monthly payments on a home loan. As a result, as mobile home space rents increase, there is a direct negative impact on the amount that mobile home owners will receive when they sell their homes. This means that mobile home owners are affected not just by the space rent that they pay, but also by the rent that a buyer would be charged once they sell their home and leave the mobile home park.

Potential Strategies for Addressing Mobile Home Park Housing Needs

The following strategies related to mobile home parks were evaluated during the Housing Strategy outreach process. It should be noted that the following strategies do not include any strategies related to resident acquisition of mobile home parks, though this strategy has been used in other communities. The high cost associated with purchasing mobile home parks in Sunnyvale would likely preclude resident acquisition or acquisition by a government or non-profit entity, and therefore this report focuses on more feasible strategies.

Mobile Home Space Rent Stabilization or Rent Control

Mobile home space rent stabilization or rent control would limit the amount by which mobile home park owners and operators can increase mobile home space rents each year. To pursue this strategy, the City would adopt a mobile home park rent stabilization or rent control ordinance that would specify the amount of the allowable annual increases as well as other program parameters. Under a mobile home space rent stabilization or rent control ordinance, in compliance with state law, any space with a lease longer than 12 months is exempt from the ordinance and only becomes subject to the ordinance if and when the space becomes subject to a lease with a term of 12 months or less (pursuant to Cal. Civ. Code § 798.17). At renewal, if no new lease is signed or if the new lease is 12 months or less, the space becomes subject to applicable rent regulation.

Policy Options

Vacancy Control/Vacancy Decontrol

Many jurisdictions with mobile home rent control include “vacancy control,” which limits the allowable increase in space rents when a homeowner sells their unit. Jurisdictions with vacancy control might not allow any increase above that which would have been allowed if the homeowner had not sold the unit. Alternatively, jurisdictions with vacancy control might allow mobile home park owners to increase the space rent when a unit is sold by a larger amount than the increase that would have been allowed if the unit had not turned over, but with a cap on amount of the increase. Other jurisdictions with mobile home rent control allow for “vacancy decontrol,” which allows park owners to increase space rents to market rates when a homeowner sells their unit.

Arguments in Favor

Mobile home space rent stabilization or control would provide mobile home park residents with predictability related to their long-term housing costs. Space rent stabilization or control can also largely prevent the negative impacts that large space rent increases can have on mobile home park residents that may have difficulty affording higher rents. In jurisdictions with mobile home park rent stabilization or rent control ordinances that include vacancy control provisions, these ordinances can also prevent or lessen the impacts that space rent increases would otherwise have on mobile home sale prices.

Arguments Against

Space rent stabilization or control would limit future increases in income to mobile home park owners, which could make it difficult for owners to invest in park maintenance and upgrades. Furthermore, to the extent that a rent stabilization or rent control ordinance allows property owners to increase space rents when a homeowner sells their home, some mobile home park owners may be motivated to evict long-standing tenants or pressure these tenants to sell. In addition, many mobile home park spaces in Sunnyvale are subject to leases with 12-month or longer terms that would be exempt from a rent stabilization. A space rent control or stabilization program would also be intensive for the City to administer.

Memorandum of Understanding/Accord

In the context of potential mobile home park housing strategies, a memorandum of understanding (MOU) or an accord would be an agreement between the local jurisdiction and the owners of the mobile home parks in the jurisdiction that sets rent increase limits, conditions for allowing rent increases, and a mediation process if one becomes needed. The MOU or accord could also establish provisions related to “vacancy control” and remedies should a park owner fail to follow the MOU.

To support the implementation of an MOU or accord, the City and legal consultant would lead a negotiations process that would establish the provisions of the agreement, incorporating the interests of both residents and mobile home park owners into the process. This process would result in a single MOU or accord, which all mobile home parks in the City would be required to agree to. While adhering to the MOU can be seen more as voluntary on the part of park owners, park owners are incentivized to participate in the interest of avoiding more onerous requirements such as a rent control ordinance. The City would also be responsible for holding participating park owners responsible for complying with the MOU or accord.

Policy Options

MOU Term

One key provision of an MOU agreement would be the length of the MOU term. The City of Rancho Cucamonga has a mobile home park MOU that will expire in February 2026, 20 years and 2 months after the effective date of the agreement. The City of Modesto adopted a mobile home park MOU in 2007 with a provision that the parties to the MOU would meet after five years to determine whether to continue the MOU as-is, continue the MOU with modifications, or discontinue the MOU. The City of Modesto and participating mobile home park owners in the City have since agreed to continue the MOU for additional five-year terms in 2012 and 2017. A shorter initial term may be ideal, and serve in a way as a pilot program to ensure the MOU operates successfully.

Relationship to Mobile Home Space Rent Stabilization or Rent Control

In many cases, mobile home park owners agree to sign on to a mobile home park MOU or accord out of a concern that the local jurisdiction will adopt a rent control ordinance with more onerous requirements at a future point in time if mobile home park owners do not agree to the MOU. The City can choose to immediately start on a Rent Stabilization Ordinance should MHP owners not comply with establishing the MOU, and the timed check ins with Council can ensure owners participate early and understand their options.

Final Council Adoption Notes: The MOU shall require, at a minimum, the following key topics:

- The annual rent increase percentage,
- Vacancy Control,
- How to deal with capital projects and property tax pass through,
- Be retroactive to October 13, 2020.

Memorandum of Understanding/Accord

Timeline for Reaching an Agreement

If pursuing an MOU or accord approach, the City may set a timeline for formulating the terms of the MOU, after which the City would terminate the negotiation process and potentially pursue mobile home space rent control or other strategies. Staff's initial recommendation is require a Council check in a six months after adoption of the Housing Strategy, with a one year goal to have the MOU terms agreed to or nearing completion. Failure to meet the timelines could result in termination of the MOU process to begin the Rent Stabilization Ordinance.

Arguments in Favor

A MOU or accord would provide some protection for residents while allowing for a collaborative approach to balancing mobile home park owner and mobile home park resident interests. An MOU would also have the flexibility to incorporate other terms that might not be included in a rent control ordinance.

Arguments Against

Compared to rent stabilization, a MOU or accord could be less effective at providing mobile home park residents with protection from rent increases, depending on the specific provisions of the MOU or accord, particularly over the long term as the MOU expires. In addition, this strategy leaves a possibility that some park owners may not honor the MOU or accord.

Mobile Home Space Rent Mediation	
<p>A mobile home space rent mediation program would establish a City-appointed board or other neutral party to hold meetings or hearings with mobile home park owners and tenants to provide mediation if a tenant wants to contest an increase in their space rent. Rent mediation programs typically establish a timeframe during which a tenant can file for mediation after receiving a notice of a rent increase.</p>	
Policy Options	
<p>Binding/Non-Binding Mediation</p> <p>Mediation may be either binding, requiring the property owner to abide by the outcome of the mediation process, or non-binding. In cases where mediation is non-binding, the mediation process is advisory only.</p>	
<p>Minimum Increase for Eligibility</p> <p>Rent mediation programs often establish a minimum rent increase that makes a case eligible for mediation. For example, a rent mediation program might allow tenants to request mediation if they receive a notice for a rent increase of more than five percent. Alternatively, a jurisdiction can allow a resident to request mediation regardless of the amount of the increase.</p>	
Arguments in Favor	Arguments Against
<p>Rent mediation provides a process for mobile home park residents who want to dispute rent increases. Compared to rent stabilization, rent mediation could provide more flexibility for park owners to ensure sufficient income to invest in park maintenance and upgrades.</p>	<p>Compared to rent stabilization, rent mediation would be less effective at providing mobile home park residents with predictability, stability, and protection from the negative impacts of large space rent increases, particularly if mediation is non-binding.</p>

Safety Net Program

In the context of potential mobile home park housing strategies, a safety net program would require an agreement from mobile home park owners to provide assistance to mobile home park residents in the event of financial hardship. A safety net program would allow mobile home park tenants demonstrating hardship to qualify for a space rent freeze for a certain period of time, a lower space rent increase than is applied to other mobile home spaces, or other types of assistance.

Policy Options

Implemented Independently or as Part of an MOU

A safety net program could be an independent program, or included as a provision of a broader MOU or accord for mobile home parks.

Level of City Support

The City could support a safety net program by providing financial assistance and/or assisting in evaluating mobile home owners' requests for assistance. Alternatively, the City could choose not to provide financial or other support.

Arguments in Favor

A safety net program would protect the most vulnerable mobile home park residents from rent increases that they are unable to afford. A safety net program would also be means-tested, allowing park owners to charge higher space rents to households that do not apply and qualify for the program, which may increase owners' ability to continue to invest in mobile home park properties.

Arguments Against

Under a safety net program, tenants that do not qualify for assistance could still experience negative impacts from rent increases, and some tenants that are experiencing hardship may be reluctant to apply for assistance. In addition, a safety net program would not address the negative impacts that space rent increases have on mobile home resale values.

Community Input on Mobile Home Park Strategies

In general, mobile home park residents that participated in the community engagement process for the Housing Strategy indicated a strong preference for mobile home park space rent control. Among those that responded to the resident survey, 81 percent were in favor of mobile home space rent stabilization or rent control.

Table 3 below shows the priority ranking for each of the mobile home strategies, based on input received during the Farmers' Market Pop-Up on November 16, 2019, the November 21st, 2019 Open House on Strategy Prioritization, and the Community-Wide Survey that the City conducted during December 2019 and January 2020. As shown, mobile home space rent

stabilization was the strategy that received the highest priority ranking from those that participated in these portions of the community engagement process. The MOU or accord strategy and the safety net strategy followed rent stabilization in order of priority among those that participated in the process, while a space rent mediation program was the strategy that participants ranked lowest in priority.

Table 3: Mobile Home Park Strategy Priority Ranking from Community Engagement Process

Potential Strategy	Total Points, Farmers' Market Pop-Up and Prioritization Open House on Nov. 21 st	Rankings		
		Farmers' Market Pop-Up and Prioritization Open House on Nov. 21 st	Community-Wide Survey	Average
Mobile Home Space Rent Stabilization	48	1	1	1
Mobile Homes Space Rent Mediation	13	4	4	4
Memorandum of Understanding/Accord	27	2	3	2.5
Safety Net Program	24	3	2	2.5

In contrast, mobile home park owners indicated a preference for no new programs or policies related to mobile home parks and were most strongly opposed to mobile home rent control as a policy option. All of the mobile home park owners that responded to the mobile home park owner survey indicated a preference that the City not adopt any new regulations for mobile home parks, with rent stabilization as the policy option that park owners viewed least favorably. All of the mobile home park owners that responded to the survey indicated that a safety net program would be the most favorable of the potential policy options and most owners preferred the MOU approach over rent mediation. It should be noted that the survey required owners to rank all strategy options in order of preference and did not have the option to rank multiple strategies as least or most favorable.

AGE-FRIENDLY HOUSING ISSUES

The Sunnyvale City Council identified age-friendly housing strategies one of the focus areas for this Housing Strategy, building on the City’s past and ongoing actions to address age-friendliness as it relates to housing opportunities in Sunnyvale. This chapter provides an overview of existing housing needs and considerations related to age-friendliness in housing as well as the strategies to address age-friendliness in housing that were considered as part of the Housing Strategy process.

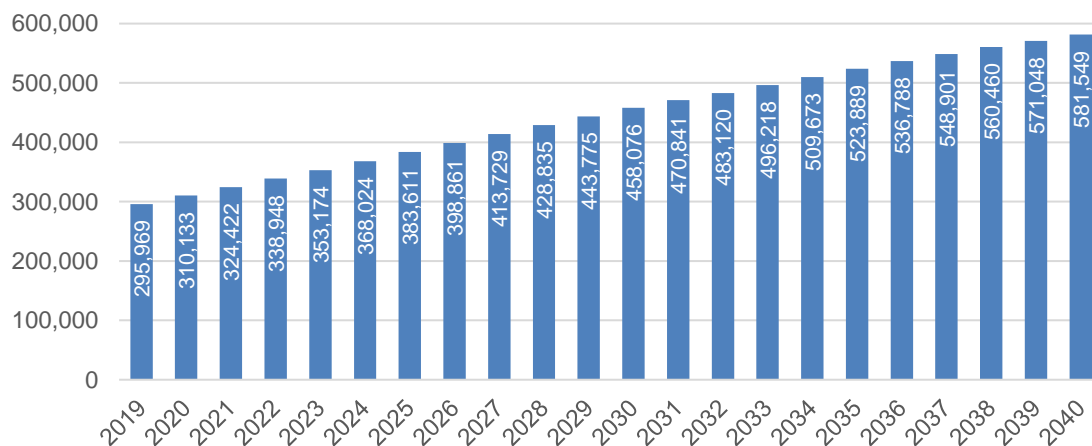
Age-Friendly Housing Background

This section provides background information related to age-friendly housing in Sunnyvale, with a focus on Sunnyvale’s senior population, including demographic data, findings from an age-friendly survey conducted by the City, and information on existing resources for seniors in Sunnyvale.

Senior Population Trends

Projected growth in the regional population aged 65 and older suggests a growing need to address senior housing needs over the coming decades. As shown in the Overview of Existing Conditions chapter of this report, approximately 17,700 members of Sunnyvale’s current population are 65 or older, accounting for 12 percent of City residents. Projections from the California State Department of Finance estimate that the population aged 65 and older in Santa Clara County will increase substantially over the next 20 years, from approximately 296,000 in 2019 to approximately 582,000 in 2040, a 96-percent increase (see Figure 18). Some of this growth in Santa Clara County’s older adult population is likely to impact housing demand and needs within the City of Sunnyvale.

Figure 18: Projected Growth in the Population Age 65+, Santa Clara County, 2019-2040



Source: California State Department of Finance, 2019; BAE, 2019.

Sunnyvale Age-Friendly Survey Findings

In August 2018, the Sunnyvale Library and Community Services Department conducted a survey to obtain input on Sunnyvale’s age-friendliness, which received a total of 388 responses. Among the respondents, living independently in their own home as they age was a top priority, ranked as either very important or extremely important in 92 percent of the responses. This was followed by the availability of home repair contractors who are trustworthy, do quality work and are affordable, which 91 percent of respondents ranked as either very important or extremely important. Other issues that a high proportion of respondents ranked as either very important or extremely important are shown in Table 4.

Table 4: Sunnyvale Age-Friendly Survey Findings, Top Issues Identified as Very Important or Extremely Important, 2018

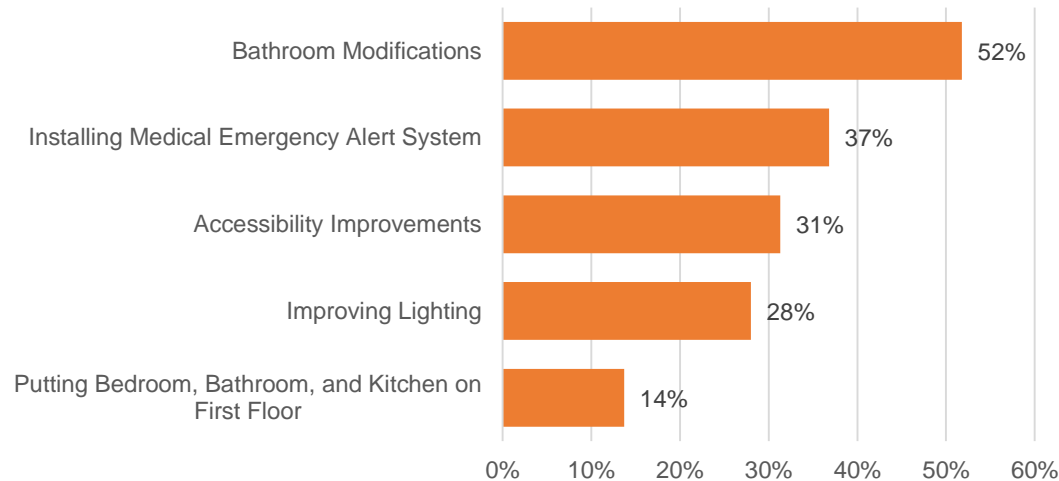
Percent of Respondents Who Felt Issue Was **Very Important** or **Extremely Important**:

Living independently in own home as they age	92.0%
Need for trustworthy, quality, affordable contractors	91.2%
Home repair services for lower-income and older adults	80.3%
Affordable housing options with different features for different income levels	81.7%
Homes with accessibility features	70.5%
Safe, well-maintained, low-income housing	73.9%
Affordable quality assisted living facilities	87.8%

Source: City of Sunnyvale, 2018; BAE, 2019.

Among respondents that anticipated a potential need to make modifications to their homes as they age, the most common type of modifications anticipated were bathroom modifications, such as grab bars, handrails, a higher toilet, or non-slip tiles. The second most highly anticipated modification was installation of a medical emergency alert system, followed by accessibility improvements, and lighting improvements. A small number of respondents anticipated a need to put a bedroom, bathroom, or kitchen on the first floor. These findings are summarized in Figure 19 below.

Figure 19: Sunnyvale Age-Friendly Survey Findings, Anticipated Home Modification Needs, 2018



Source: City of Sunnyvale, 2018; BAE, 2019.

Existing Resources for Elderly Residents

Sunnyvale's housing inventory includes 644 rental units for seniors that are affordable to lower-income senior households, as well as 35 residential care homes for seniors with nearly 800 beds. Approximately 350 seniors in Sunnyvale receive Section 8 housing subsidies. In addition, the City's Senior Center offers a variety of educational, recreational, and health-related services for older adults, including a Care Management program that offers free assessment, care planning, assistance with service arrangements, and client monitoring for Sunnyvale residents over the age of 50.

Current Age-Friendly Housing Policies and Programs

The City of Sunnyvale has adopted various policies and programs to address age-friendliness in housing in Sunnyvale. The City's most recent Housing Element includes policies to reduce parking standards for special needs housing, including housing for seniors, and to continue to address seniors' special housing needs through the provision of affordable housing and housing-related services.

The City of Sunnyvale has joined the World Health Organization's Global Network of Age-Friendly Cities and Communities (GNAFCC), pledging to become more age-friendly. The City's Library and Community Services Department is leading this effort and has created a Draft Age-Friendly Action Plan.

In addition to policies that are specifically targeted to senior households, many of the City's housing programs and policies assist seniors as well as other households. The City operates a Home Improvement Program that provides various types of assistance for homeowners to fund

needed improvements to their homes. Through the Home Improvement Program, the City provides grants for accessibility improvements, emergency repairs, purchase of paint for exterior painting to be completed by the homeowner, and minor energy efficiency improvements. These grants can enable seniors to undertake critical home improvements that allow them to age in place. In addition, the City's mobile home park preservation policies (described in the chapter above on mobile home park housing issues) benefit the substantial portion of mobile home park residents that are seniors. The City has also engaged in an effort to facilitate and promote the construction of new accessory dwelling units (ADUs) in Sunnyvale. ADUs can help to address senior housing needs by providing affordable housing for senior renters, providing rental income for senior homeowners that rent ADUs on their property, or providing an option for seniors to downsize to an ADU on their property and rent the primary house to another household. Other policies that address senior housing needs include the City's reasonable accommodation procedures related to zoning, permit processing, and building codes and the City's policy to encourage new developments to include units for tenants with special needs, including seniors, through incentives and prioritization in funding.

Age-Friendly Housing Considerations

This section provides an overview of some key considerations related to addressing age-friendly housing goals in Sunnyvale.

Changes in Housing Needs as Seniors Age

Most seniors experience some changes in their housing needs as they age, though the degree to which housing needs change and the type of changes that seniors need as they age vary substantially from one individual to the next. Many individuals develop a need for physical adaptations to the homes that they live in, such as entry ramps or shower grab bars, to improve accessibility and accommodate new physical limitations. For many seniors, having access to public transportation and other services becomes more important as they age due to decreased mobility or increased difficulty with driving. Because many seniors have low incomes, some may need financial assistance to afford rent, property taxes, mortgage payments, or home repairs. Seniors with more serious medical needs or physical limitations may require in-home care as they age.

There are a range of potential living arrangements that seniors may seek out as their housing needs change with age, depending on their specific needs, financial resources, and other factors. These can include remaining in their own homes, potentially with adaptability features or financial assistance; independent living for seniors, which may be market-rate or affordable; and various types of assisted living and skilled nursing facilities with services on-site.

Preferences for Aging in Place

Many individuals express a strong preference for aging in place, as did many of the Sunnyvale residents that responded to the City's survey on age-friendliness (see Table 4 above), despite changes in housing needs as adults age. Aging in place can enable seniors to continue living

in a familiar environment as they age, including living near other members of their social network, which can be important for both mental and physical health. Moreover, many older residents, particularly those that own their homes and have lived in the same home for a long time, would have substantially higher housing costs if they moved to another home in the region, in part because Proposition 13 limits increases in their property taxes. While remaining in the same home will not be possible or desirable for all older adults as they age, addressing age-friendliness in housing should incorporate strategies to enable seniors to age in place as appropriate.

Overlap Between Age-Friendly Housing Strategies and Other Housing Strategies

While senior housing needs are unique in many ways, there is substantial overlap between addressing senior housing needs and addressing the housing issues discussed in the other chapters of this report. For example, residents in Sunnyvale's mobile home parks include a high proportion of older adults, and therefore addressing housing affordability in mobile home parks will disproportionately benefit senior households. In addition, the Supply-Side Housing Strategies discussed in this report include strategies to increase production of ADUs. Facilitating ADU production may benefit seniors that wish to construct an ADU on their property to earn rental income, either by renting out the ADU itself or by renting out the primary residence to a larger household. Furthermore, strategies discussed in other chapters of this report that would increase the City of Sunnyvale's affordable housing supply could also potentially increase seniors' affordable housing options.

Potential Strategies for Addressing Age Friendliness in Housing

The Housing Strategy outreach process included evaluating the following strategies related to addressing age-friendliness in housing in Sunnyvale.

Promote New Age-Friendly Housing	
<p>Promoting the construction of new age-friendly housing units would increase the supply of housing in the City of Sunnyvale that serves senior residents. New age-friendly housing could potentially include both affordable and market-rate senior housing, and could include independent living as well as assisted living and skilled nursing facilities. Age-friendly housing could also include projects that incorporate universal design and accessibility features but are not necessarily age-restricted, as well as age-restricted projects.</p>	
Policy Options	
<p>Level and Type of City Support</p> <p>The City can take a variety of specific actions to promote the construction of new age-friendly housing, such as providing financial assistance to projects that will create new age-friendly housing units, or establishing policies to prioritize the next funding allocation or next development on City owned land for a senior affordable housing development. City actions to promote the construction of new age-friendly housing could also include a comprehensive evaluation and targeted update of the City's Zoning Ordinance and other sections of the Municipal Code to ensure that City ordinances actively support the production of senior housing and to potentially require universal design in some projects. The City could support implementation of various age-friendly housing initiatives by creating an age-friendly checklist that developers could complete to certify that a designated portion of units in a new development meet a defined set of age-friendliness criteria, allowing the City to evaluate eligibility for any age-friendly housing incentives and track progress toward meeting age-friendly housing production goals.</p>	
Arguments in Favor	Arguments Against
<p>Increasing the supply of senior housing helps to address unmet senior housing needs, both among the current population and as the senior population grows in Sunnyvale and the wider region. In addition, many age-friendly design elements also serve other special needs groups, such as persons with disabilities. Furthermore, the City could enact some of the measures that would be required to implement this strategy at a relatively low cost to the City.</p>	<p>Some implementation measures, such as financial incentives for developers of age-friendly housing, could be costly. Implementation measures such as an update to the City's zoning ordinance or adopting universal design requirements would require City staff time.</p>

Protect At-Risk Affordable Senior Housing Projects and/or Preserve Mobile Home Parks

Maintaining and preserving existing senior housing could include a wide range of actions, including preserving mobile home parks and preserving affordable senior housing that is at risk of conversion to market rate. These types of programs would complement existing City of Sunnyvale programs that already help to maintain housing for seniors, such as the City's Home Improvement Program and existing mobile home park preservation policies.

Arguments in Favor	Arguments Against
Maintaining housing where senior residents already live can help to protect existing senior households from displacement and allow them to age in place.	Maintaining existing housing does not address senior housing needs that are currently unmet, requiring supplemental strategies to address unmet needs. Furthermore, maintaining and preserving housing could require substantial City staff and financial resources, at least in some cases.

Adapt Homes to Age in Place

The City of Sunnyvale can help seniors with adapting their homes to age in place by facilitating home renovations through the Sunnyvale Home Improvement Program and/or special home adaptation permits (i.e. over the counter or streamlined permits for certain types of construction work to allow aging in place at low cost). The City could also offer or promote home repair and maintenance services.

Arguments in Favor	Arguments Against
Home adaptations can make it possible for many seniors to age in place. Additionally, renovations and home repairs are typically cost-effective relative to building new senior housing.	Adapting homes to age in place does not address senior housing needs that are currently unmet, requiring supplemental strategies to address unmet needs. Furthermore, the City would need to identify and dedicate additional financial resources if implementation of this strategy involves expanding the Home Improvement Program to serve more senior households than the program serves currently.

Facilitate New Ways to Use Homes through Home Sharing

In a home sharing arrangement, senior residents find others to rent a room in the senior's home or an ADU on the senior's property, and the renter might help to maintain the home in exchange for a reduced rent. Home sharing can include an emphasis on multigenerational living that involves matching senior residents with younger home-seekers, such as college students. In Santa Clara County, Catholic Charities operates a home sharing program that helps to match homeowners to home seekers, including performing background and reference checks prior to matching a home seeker with a home provider and conducting monthly follow-ups to discuss any issues. If the City were to pursue a strategy related to home sharing, the City's involvement would most likely consist of supporting this program or another existing program, rather than initiating an independent, City-operated program.

Arguments in Favor	Arguments Against
Home sharing can help seniors age in place by providing senior households with rental income and/or assistance with home maintenance. This strategy also uses existing housing resources to address unmet housing needs, making it relatively quick and cost-effective to use home sharing to house renters in need of a room.	In order to comprehensively address age-friendly housing objectives, the City would need to implement additional strategies to address senior housing needs for households for which home-sharing is not a feasible option due to the size of their home, lifestyle, specific housing needs, or other factors. In addition, it is not clear that City involvement is necessary given that existing organizations in the area already have programs in place to facilitate home-sharing arrangements.

Community Input on Age-Friendly Housing Strategies

Table 6 below shows the priority ranking for each of the age-friendly housing strategies, based on input received during the Farmers' Market Pop-Up on November 16, 2019, the November 21st, 2019 Open House on Strategy Prioritization, and the Community-Wide Survey that the City conducted during December 2019 and January 2020. As shown, input received during the Pop-Up Event and the Open House on Strategy Prioritization ranked preserving at-risk senior housing and/or mobile home parks as the highest priority among the potential age-friendly housing strategies. This was followed by promoting new age-friendly housing and adapting homes to age in place. Input received from the Community-Wide Survey ranked adapting homes to age in place as the highest priority, followed by promoting new age-friendly housing, then followed by protecting at-risk senior housing and/or mobile home parks as the highest priority. Community input received during all three prioritization activities ranked home sharing as the lowest priority among the age-friendly housing strategies.

Table 5: Age-Friendly Housing Strategy Priority Ranking from Community Engagement Process

Potential Strategy	Total Points, Farmers' Market Pop-Up and Prioritization Open House on Nov. 21 st	Rankings		
		Farmers' Market Pop-Up and Prioritization Open House on Nov. 21 st	Community-Wide Survey	Average
Protect At-Risk Affordable Senior Housing Projects and/or Preserve Mobile Home Parks	60	1	3	2
Promote New Age-Friendly Housing	52	2	2	2
Adapt Homes to Age in Place	51	3	1	2
Facilitate New Ways to Use Homes through Home Sharing	33	4	4	4

SUPPLY-SIDE HOUSING ISSUES

Many housing analysts cite a shortage of housing production as a key factor that has contributed to the high cost of housing in Bay Area communities. While the City of Sunnyvale has taken a number of actions to facilitate increased production of both market-rate and affordable housing, and currently has over 5,000 net new housing units in the development pipeline, housing costs continue to increase locally and regionally, and the City faces continued challenges in meeting its State-mandated housing production targets.

Accordingly, the Sunnyvale City Council identified supply-side housing strategies, or new strategies to aid in increasing the production of market-rate and affordable housing in the City, as one of the focus areas for this Housing Strategy. This chapter provides an overview of affordable and market-rate housing production trends in Sunnyvale and the wider region, key considerations related to supply-side strategies, and the supply-side strategies that were considered as part of the Housing Strategy process.

Supply-Side Housing Issues Background

The following subsections provide an overview of recent housing production in Sunnyvale and the Two-County Subregion, Sunnyvale's existing affordable housing supply, and existing programs and policies that support housing production in Sunnyvale.

Sunnyvale RHNA Progress

As part of their General Plans, all cities and counties in California are required under State Law to adopt a Housing Element, typically on an eight-year cycle, that identifies how the jurisdiction will address housing needs of over the time period covered by the upcoming Housing Element cycle. A major component of the Housing Element involves demonstrating how the jurisdiction plans to accommodate enough housing units to meet its Regional Housing Needs Allocation (RHNA) targets for the Housing Element cycle. The RHNA targets are established in part by the State of California Department of Housing and Community Development (HCD), which identifies the total RHNA that each Council of Governments (COG) must plan to accommodate during the Housing Element Cycle, including a breakdown of housing units by income level. Each COG then distributes the regional RHNA total among the local jurisdictions within the region. The Association of Bay Area Governments (ABAG) is the COG for the nine-county Bay Area region, including Santa Clara County and the City of Sunnyvale. The current Housing Element cycle covers the 2015 to 2023 planning period.

As is common among cities and counties throughout the State, the City of Sunnyvale is not currently on track to meet its below market rate RHNA goals for the 2015 to 2023 Housing Element cycle. The City's RHNA allocation for the 2015 to 2023 Housing Element cycle totals 5,452 units, including 1,640 very low-income units, 906 low-income units, 932 moderate-income units, and 1,974 above moderate-income units, as shown in Table 6. According to the

most recent Housing Element Annual Progress Report for the City of Sunnyvale, which accounts for units permitted in the City through the end of 2019, the City has issued permits for approximately 42 percent of its total RHNA, with 3,136 units remaining. Of the housing that has been permitted during this period, much has consisted of above moderate-income housing units, which make up approximately 87 percent of the total permitted units in Sunnyvale during the current cycle. As of the end of 2019, or more than halfway through the current eight-year cycle, the City had permitted a total of 342 units that would be affordable for very low-, low-, and moderate-income households, approximately ten percent of the total number of units needed to meet the City's RHNA targets for these income levels.

Table 6: Regional Housing Needs Assessment Allocation Progress, City of Sunnyvale, 01/31/2015-01/31/2023

Income Level	2015-2023 RHNA Allocation	Year					Total Units to Date (a)	Total Remaining
		2015	2016	2017	2018	2019		
Very Low-Income (30%-50% AMI)	1,640	43	0	46	0	25	114	1,526
Low-Income (50%-80% AMI)	906	0	1	20	0	0	21	885
Moderate-Income (80%-120% AMI)	932	26	32	47	62	40	207	725
Above Moderate-Income (>120% AMI)	1,974	796	222	381	207	609	2,215	0
Total	5,452	865	255	494	269	674	2,557	3,136

Note:

(a) Data current as of 12/31/2019.

Sources: City of Sunnyvale, 2019 Annual Progress Report on Implementation of the General Plan Housing Element; BAE, 2020.

Regional Jobs/Housing Balance

Throughout San Mateo and Santa Clara Counties, the rate of housing production has lagged the rate of employment growth for over a decade, which is commonly believed to be a major contributor to the rapid increase in housing costs during this period. As shown in Table 7, the number of jobs in the Two-County Subregion increased by 21 percent between 2007 and 2018, far outpacing growth in housing units, which increased by just seven percent over the same period. Put differently, the subregion added one housing unit for every 4.4 jobs between 2007 and 2018. As a result of these trends, the jobs-to-housing unit ratio in the Two-County Subregion increased from 1.4 in 2007 to 1.6 in 2018.

Table 7: Employment and Housing Unit Growth, 2007-2018

			2007-2018 Change	
<u>San Mateo County</u>	<u>2007</u>	<u>2018</u>	<u>Number</u>	<u>Percent</u>
Employment (a)	339,827	401,800	61,974	18.2%
Housing Units (b)	268,001	278,044	10,043	3.7%
Employment-to-Housing Ratio	1.3	1.4		
<u>Santa Clara County</u>				
Employment (a)	897,037	1,098,270	201,233	22.4%
Housing Units (b)	618,608	667,970	49,362	8.0%
Employment-to-Housing Ratio	1.5	1.6		
<u>Two-County Subregion</u>				
Employment (a)	1,236,864	1,500,070	263,207	21.3%
Housing Units (b)	886,609	946,014	59,405	6.7%
Employment-to-Housing Ratio	1.4	1.6		

Notes:

(a) Employment data are sourced from Bureau of Labor Statistics, Quarterly Census of Employment and Wages. Figures are averages from the second quarter of each year shown.

(b) Housing unit counts are sourced from CA Dept. of Finance, E-5.

Sources: Bureau of Labor Statistics, Quarterly Census of Employment and Wages; California Department of Finance, E-5 Population and Housing Estimates; BAE, 2018.

Existing Affordable Housing Resources in Sunnyvale

Existing affordable housing units in the City of Sunnyvale include units in 100 percent affordable developments, affordable units in market-rate developments pursuant to the City's Inclusionary BMR requirements, and affordable units in market-rate developments that agreed to provide affordable units in exchange for a density bonus. The City's inventory of 100 percent affordable units totals 1,541 rental units in 22 developments operated by non-profit affordable housing operators, many of which received City funds during the development process. These 100 percent affordable properties serve extremely low-, very low-, and low-income households and are distributed throughout the City. In addition, the City's affordable housing inventory includes 175 affordable rental units serving low-income households that were built as inclusionary BMR units in eight market-rate developments. One additional development in the City's development pipeline will provide 40 additional BMR rental units along with market-rate units. An additional five market-rate developments provide a total of 62 rental units for very low-income households, which developers included in these projects in exchange for density bonuses pursuant to the State Density Bonus Law. In total, these projects provide 1,778 rental units affordable to households with incomes equal to 80 percent of AMI or less.

The City also has an inventory of approximately 575 BMR ownership units, all priced to be affordable to median-income (i.e., 100 percent of AMI) households and sold to moderate-income households.

Existing Programs to Increase Housing Supply

The City of Sunnyvale has implemented a number of programs, policies, and ordinances to increase the production of residential units for households at all income levels. Major actions that the City has taken to increase the supply of market-rate and affordable housing include the following:

Planning to Accommodate Housing Growth. The City has taken several steps to accommodate housing growth through its long-range planning efforts. The 2017 Land Use and Transportation Element (LUTE) planned for growth of 12,800 housing units throughout the city. In addition, the City is in the process of reviewing several area plans located at significant transit locations with the goal of further increasing the production of residential units in the City, especially at transit-rich locations. The maximum number of units being considered for addition to the plans (above the currently adopted 12,800 in the General Plan and Specific Plans) include:

- Downtown Specific Plan update: 750 additional units;
- Lawrence Station Area Plan update: 2,323 units allowed in adopted plan and LUTE, plus an additional 3,607 being studied for a total of 5,930;
- El Camino Real Specific Plan update: The 2017 LUTE would allow an additional 4,200 housing units over existing zoning along El Camino Real; the “Residential Plus” alternative will consider a potential of 2,700 additional residential units along this transit corridor;
- Moffett Park Specific Plan update: will consider adding residential units to the plan area.

The Sunnyvale City Council has also initiated a study of additional housing in the City’s Peery Park area, which could allow for 500 or more additional units than allowed by current zoning.

Below Market Rate (BMR) Ordinance for Ownership Housing. The City of Sunnyvale has had an inclusionary housing policy since 1980. The BMR Program requires 12.5 percent of units in ownership projects with eight or more units to be sold at prices affordable to households earning up to 120 percent of AMI. The maximum sales price for a BMR unit is set based on the sales price affordable to a median income household for a unit’s assumed household size. BMR units in owner-occupied projects must remain affordable for thirty years. As an alternative to providing BMR units on-site, developers of market-rate ownership projects have the option of paying an in-lieu fee equal to seven percent of the contract sales price of all units in a project, subject to approval by City Council. Funds generated through payment of in-lieu fees go into a BMR housing trust fund, which can be used to support the development of additional affordable housing units in the City.

Inclusionary BMR Ordinance for Rental Housing. In November 2019, the City adopted inclusionary requirements for rental housing. The City had previously implemented inclusionary requirements for rental housing, but removed these requirements for rental units

following the *Palmer/Sixth Street Properties L.P. v. City of Los Angeles* court decision in 2009, which effectively barred local governments from requiring inclusionary BMR units in rental projects. Following the Palmer decision, the City replaced the inclusionary requirement for rental developments with a requirement to pay a Rental Housing Impact Fee. Funds from the fee accrued to the City's Housing Mitigation Fund, which supports the development of affordable housing. In December 2017, the California State legislature adopted AB 1505, which restored the authority of local governments to adopt inclusionary housing requirements for rental developments. The City Council responded to AB 1505 by designating the adoption of an inclusionary rental housing ordinance as a high priority, leading to the adoption of the inclusionary BMR ordinance in 2019.

The Inclusionary BMR Ordinance for Rental Housing now requires that developers of rental projects in the City with three or more units make 15 percent of the total units in the project affordable, with at least ten percent of units affordable to low-income households and five percent of units affordable to very low-income households.⁴ BMR rental units must remain affordable for 55 years. Developers of projects with three to six units have the option to satisfy the requirements of the ordinance by paying an in-lieu fee rather than providing the affordable units, without the need for Council approval. Developers of projects with seven or more units can propose to satisfy the requirements of the ordinance through an alternative means of compliance, which can include payment of an in-lieu fee, contributing to an affordable housing development, preserving affordable units, or dedicating land to an affordable housing development. However, for projects with seven or more units any alternative means of compliance is subject to a recommendation by the Housing and Human Services Commission and final approval by the City Council. All in-lieu fees accrue to the City's Housing Mitigation Fund to support the development of affordable housing in the City.

Housing Impact Fee for Non-Residential Development. The City of Sunnyvale assesses Housing Impact Fees on non-residential development projects to mitigate the effect that new commercial development has on the need for affordable housing in the City. Like the in-lieu fees on residential development, revenue from Housing Impact Fees accrues to the City's Housing Mitigation Fund and are used to support the production of affordable housing. As of the 2019/2020 fiscal year, the Housing Impact Fee rate for office, industrial, and R&D projects was \$8.60 per net new square foot for the first 25,000 square feet and \$17.20 per net new square foot for any additional square footage. The fee rate for retail and lodging projects was \$8.60 per net new square foot.

Affordable Housing Development. The City has made several city-owned properties available for new affordable housing developments in recent years. Recent affordable projects on city-owned sites include the Fair Oaks Plaza Senior Housing Project (124 units), Onizuka Crossing

⁴ The total unit count as it relates to this requirement does not include any density bonus units.

(58 units), Habitat Homes (2 units), and Parkside Studios (59 units). In 2017, the City secured \$7.43 million in gap financing (includes \$600,000 HOME loan) to help fund the construction of 66 new affordable units in the Benner Plaza project at 460 Persian Drive. The Benner Plaza project opened in May 2019. Since 2016, the City has been working with the Related Companies on a new 90-unit affordable housing development on City owned land in the downtown core. This development, known as Block 15, is currently under planning review and will be entitled in mid-2020. Construction is slated to begin in 2021. This project has received over \$16 million in Housing Mitigation Funds. In late 2019, Sunnyvale also began working with two non-profits on two new affordable housing developments; while these projects are in very early stages, they are slated to bring nearly 300 affordable units to the community in the next three years.

Density Bonuses. Like all cities in California, the City of Sunnyvale offers density bonuses and other development incentives and concessions to residential developments that provide affordable units, pursuant to the State Density Bonus Law. The State Density Bonus Law provides density bonuses, incentives, and concessions on a sliding scale based on the proportion of affordable units in the project. Projects that include market-rate and affordable units are eligible for a maximum density bonus of 35 percent. These projects are eligible for the maximum 35 percent density bonus if the project dedicates at least 11 percent of all units to very low-income households or 20 percent of all units to low-income households. For-sale developments can also qualify for up to a 35 percent density bonus by providing moderate-income units and are eligible for the maximum bonus if 40 percent of units are affordable to moderate-income households.⁵ Projects that are 100 percent affordable are eligible for an 80 percent or greater density bonus, dependent on location, pursuant to a 2019 amendment to the State Density Bonus Law.

In addition to the density bonuses available under State Law, the City of Sunnyvale adopted additional density bonuses as affordable housing incentives within the Lawrence Station Area Plan that the City adopted in 2019. Projects in the Lawrence Station Area with a mix of market-rate and affordable units are eligible for density bonuses that are larger than those available under State Law in exchange for making more than 11 percent of units affordable to very low-income households, up to a maximum density bonus of 50 percent.

Supply-Side Housing Considerations

This section provides an overview of some key considerations related to addressing supply-side housing issues in Sunnyvale.

Housing Production Targets/RHNA Allocations

Sunnyvale and other local jurisdictions throughout the State of California will need to place an increased emphasis on housing production to achieve State-mandated RHNA targets. As

⁵ All affordable unit percentages are calculated excluding any units added due to a density bonus.

discussed above, the City of Sunnyvale is not currently on track to meet its below market rate State-mandated RHNA targets during the current Housing Element cycle. While the RHNA targets for the upcoming Housing Element cycle are yet to be determined, cities throughout the State, particularly those in urban areas, are anticipating that RHNA allocations will increase during the next cycle due to changes in State law. Moreover, Housing Elements produced in the next cycle will be subject to more stringent requirements related to identifying potential housing development sites, which could limit the sites that cities and counties can use to demonstrate an ability to meet their housing production targets. Because of these changes, Sunnyvale and many other cities will need to consider additional strategies aimed at increasing housing production to address current RHNA targets as well as anticipated RHNA targets in the upcoming Housing Element cycle.

Role of Both Market-Rate and Deed-Restricted Affordable Housing Production

Market-rate housing and housing with restricted rents and sale prices both serve an important role in addressing affordable housing needs. Adding new market-rate developments to the region's housing supply has an incremental effect on the current imbalance between the demand for housing in the region and the availability of housing to meet that demand. However, given the current high cost of housing, it will be necessary to substantially increase the rate of housing production at the regional scale to potentially impact housing costs to the point at which a significant portion of the inventory of market-rate units in Sunnyvale would become affordable to lower-income households. In the meantime, other changes that affect the regional housing market, such as future increases in the number of jobs in the region, could wholly or partially counteract the impact that the addition of market-rate units would otherwise have on housing costs. Due to these and other factors, adding market-rate units to the housing supply will likely have only a limited impact on the availability of housing affordable to lower-income households for the foreseeable future, leaving a much of the low-income housing need unmet. In any event, robust new housing production is needed to prevent the housing supply/demand imbalance from deteriorating further.

Consequently, units that are deed-restricted to be affordable are necessary to meet a sizeable portion of the housing need among low- and moderate-income households, at least in the near term, and potentially into perpetuity. These affordable units help to fill the significant gap in the housing market that is largely unmet by market-rate housing production.

Potential Supply-Side Housing Strategies

The Housing Strategy outreach process included evaluating the following strategies related to increasing Sunnyvale's Housing Supply.

Up-Zone Land to Facilitate Increased Residential Development	
<p>Up-zoning to facilitate increased residential development involves reviewing and amending existing City ordinances and plans to identify areas of the City where adding additional residential development potential would be appropriate. Sunnyvale has already initiated this process by reviewing plans for several transit-accessible area plans within the City to explore the potential for residential development that would exceed the development that is currently envisioned in existing plans, as discussed above. Given that these efforts are ongoing, implementing this policy would likely involve continuing this work.</p>	
Policy Options	
<p>Up-zoning involves numerous policy decisions related to which areas are evaluated for up-zoning potential and the specific changes to existing ordinances that will enable up-zoning. However, the City has the option to implement this policy by continuing ongoing efforts related to up-zoning that are already in progress, rather than initiating a separate effort to implement this strategy.</p>	
Arguments in Favor	Arguments Against
<p>Providing more opportunities to build housing is one way that the City can help to address housing shortages. Market-rate residential developers that participated in the developer stakeholder meeting for the Housing Strategy cited the City's height limits and density restrictions as some of the primary barriers to increasing housing production in Sunnyvale. Furthermore, up-zoning would align with the City's ongoing efforts to review City plans for opportunities to increase residential development potential.</p>	<p>May require upfront investment of City staff time to undertake zoning amendments. Additionally, some community members may be opposed to additional density.</p>
<p><u>Final Council Adoption Notes:</u> This Strategy shall only take place in the following specific plans: El Camino Real, Lawrence Station, and Moffett Park.</p>	

Increase Ownership Inclusionary Requirement to 15 Percent

This strategy would increase the BMR requirements for new for-sale developments to require that 15 percent, or greater at the Request of the Council, of units be made affordable to moderate-income households, an increase from the current rate of 12.5 percent. This would make the requirements for for-sale developments more consistent with the recently-adopted inclusionary BMR requirements for rental developments. This would not affect any existing developments.

Arguments in Favor

Increasing the inclusionary requirement for for-sale developments would generate additional affordable units in for-sale developments constructed in Sunnyvale in the future, helping to address “missing middle” housing needs. Increased the ownership percentage to 15 percent would match the newly established rental inclusionary requirement, and the new ordinance would not require a nexus study or HCD review.

Arguments Against

The City would want to ensure the burden on developers is not too great, and that projects are still able to be financially feasible. If the Council considered an amount greater than 15%, that request could potentially impact the feasibility of new for-sale residential development. To increase the inclusionary percentage greater than 15%, a nexus study would need to be completed and the ordinance is subject to review by the California Department of Housing and Community Development.

Encourage “Missing Middle” Housing

Policies and programs that encourage the production of missing middle housing seek to address housing needs for middle-income households. In Sunnyvale and other high-cost housing markets, middle-income households are often unable to afford market-rate housing but do not qualify for publicly-subsidized housing, most of which is reserved for households with incomes equal to 80 percent of AMI or less due to restrictions on the funding sources needed to finance these developments. A strategy that addresses missing middle housing would seek to produce units for households with incomes above 120 percent of AMI that are not able to afford market-rate housing prices in Sunnyvale. During implementation of this strategy, the City should continue prioritizing RHNA goals of low and very low-income housing, while creating new approaches for missing middle-income housing.

Policy Options

Facilitating Production of Units that are “Affordable by Design”

Regulatory modifications to encourage construction of smaller units could potentially lead developers to create units that are “affordable by design,” or units that are affordable due to the small size of the units rather than due to regulatory requirements. Regulatory modifications that support the construction of co-housing developments could also potentially lead developers to create co-housing developments that are “affordable by design.” This approach would tackle the missing middle housing product, a housing type with densities often between condos and single-family homes.

New or Expanded Forms of First Time Homebuyer Assistance

As discussed elsewhere in this report, the City operates a down payment assistance program for first time homebuyers. One component of addressing missing middle housing needs could include exploring other types models for a first time homebuyer program, such as a shared equity program, and/or advocating for the County to amend its first time homebuyer program to make it more accessible for middle-income households.

Using City Funds to Address Missing Middle Housing Needs

Adding moderate-income housing construction as a qualified use of Housing Mitigation Funds could help to fill the funding gaps associated with developing missing middle housing. Modification to the existing ordinance and Council Policy would be required, as funding is currently only available to up to 120% AMI housing units.

Encourage “Missing Middle” Housing

Missing Middle Units as an Option for Inclusionary Compliance

If given the option, some developers would likely choose to provide moderate-income units, or units in the 120 to 80 percent of AMI range, to address the City’s Inclusionary BMR requirements (e.g., providing a higher percentage of units affordable to missing middle households instead of a lower percentage affordable to lower-income households). This would require potentially establishing a new income range and incentives, while ensuring low-income and very-low income units are still being developed.

Arguments in Favor	Arguments Against
Encouraging the production of missing middle housing will address unmet housing needs for households that do not qualify for most existing affordable housing but cannot afford market-rate housing in Sunnyvale. Providing housing to middle-income households generally requires less subsidy per unit than providing housing for lower-income households, enabling housing resources to assist a larger number of households.	Regulatory modifications that encourage smaller units are likely to provide only limited benefits to middle-income households because even small units in new buildings in Sunnyvale could be priced at levels that are unaffordable to middle-income households. Additionally, providing City Housing Mitigation Funds or dedicating inclusionary units to middle-income households would require a reduction in housing production to serve lower-income households, for which the gap between affordable housing costs and market-rate housing costs is more significant.

Promote Accessory Dwelling Units (ADUs)

Accessory dwelling units (ADUs) are second units built on the same lot as a single-family home, either in a separate, stand-alone structure or within the same walls as the primary home. ADUs can serve as housing to address moderate income and workforce housing needs, as City of Sunnyvale staff have found that ADUs in Sunnyvale often rent at rates that are affordable to moderate-income households. ADUs can also help to address senior housing needs by providing a means for senior householders to generate rental income, potentially by moving into an ADU on their property and renting the primary residence on the lot to a larger household. Recent legislation has created significant changes to the zoning regulations for development of ADUs and Sunnyvale continues to see large increases in the number of ADU permits issued. The City is actively educating the community on these new changes.

Policy Options

Potential strategies to promote accessory dwelling units could include:

- Amending local legislation to remove any existing impediments to ADU production;
- Encouraging developers to provide ADUs in new developments or to incorporate design features in new developments that would enable future construction of ADUs by homeowners;
- Establish pre-approved building permit plan types for streamlined application and development;
- Providing grants or loans to assist homeowners with ADU construction costs, potentially in exchange for an agreement that the homeowner will rent the ADU to a low- or moderate-income household at an affordable rental rate;
- Offering technical assistance and/or assisting homeowners with cost/benefit analysis.

Arguments in Favor

In addition to increasing the City's housing supply in general, ADUs can address a range of specific housing needs, such as senior housing needs and missing middle housing needs, with little to no impact on the character of existing neighborhoods. ADUs are also often built with no public subsidies to finance construction, unlike many other types of affordable housing.

Arguments Against

Implementation measures that require City funds could potentially divert resources that the City could otherwise use to fund other types of affordable housing, and some implementation measures could require significant staff time. Additionally, the extent to which ADUs add units to the City's rental housing inventory is dependent on the degree to which homeowners reserve ADUs for personal use and/or short-term rentals

Modify Density Bonus Program to Allow Requests Greater Than 35 Percent

As discussed above, the State Density Bonus Law provides up to a 35-percent density bonus and various incentives and concessions for qualifying projects that provide both market-rate and affordable units, and up to an 80-percent density bonus for 100-percent affordable projects. Some cities in California offer supplemental density bonuses (i.e., more than 35 percent additional density and/or additional incentives or concessions) for projects that are not 100 percent affordable but provide more affordable units than necessary to qualify for the maximum 35-percent density bonus that State law provides for these projects. The City of Sunnyvale already offers a supplemental density bonus as an affordable housing incentive in the Lawrence Station Area.

Policy Options

The City of Sunnyvale would have a range of policies options to consider if the City Council decides to adopt a supplemental density bonus program, which would be evaluated as part of a separate process. The City could extend the supplemental bonus that is already in place in the Lawrence Station Area city to other areas of the City or citywide or adopt a different supplemental bonus program for other areas of the City or citywide.

Arguments in Favor	Arguments Against
<p>A supplemental bonus would incentivize on-site production of affordable units within market-rate projects. Because density bonuses are an incentive-based program and not compulsory, adopting this strategy would not negatively impact the feasibility of new residential development.</p>	<p>Adopting a supplemental bonus would require the City to relax development standards for qualifying projects and would require City staff time to develop a new ordinance. It may be more appropriate for the City to evaluate supplemental density bonuses as part of the process that the City is currently undertaking to evaluate the potential for additional residential development in various area plans throughout the City, rather than as a separate effort. In addition, the new 2020 density bonus legislation for affordable housing developments meets a key need in higher density bonuses for 100 percent affordable developments.</p>

Utilize Surplus or Under-Utilized City or Other Public Property for Housing Development

This strategy would involve identifying publicly-owned surplus or under-utilized sites in Sunnyvale that could be used for residential development, likely with an emphasis on City-owned sites. Implementation of this strategy would align with the provisions of California State Assembly Bill 1486, which requires identification of all public land that can be available for housing development.

Arguments in Favor	Arguments Against
Land scarcity and the high cost of land are key contributors to the housing shortage. Making publicly-owned land available for housing development provides one opportunity to expand the availability of land for housing and to make the land available at a reasonable cost in exchange for long-term affordability. Contribution of public land can also make affordable housing developments more competitive for other subsidies.	The City of Sunnyvale does not currently own any surplus sites and already has a policy that, should City Council identify surplus sites in the future, applicants proposing affordable housing on any surplus site that already allows housing would have right of first refusal. This strategy would therefore have little to no effect on the likelihood that housing would be developed on sites that the City controls. Actions that the City would take to facilitate housing production on sites owned by other public agencies may be largely duplicative of activities that will already occur due to AB 1486.

Add Developer Incentives for Unit Production into Rental Inclusionary Program

The purpose of adding incentives for affordable unit production would be to encourage more developers to build inclusionary units as part of their projects, rather than paying in-lieu fees. Incentives would be contingent on an affordable housing development agreement.

Policy Options

Eligible Project Sizes

This strategy could be applied to smaller projects with three to six units only, as these projects do not require Council approval to pay in-lieu fees rather than providing affordable units. Alternatively, the strategy could apply to all projects, including larger projects that are required to obtain Council approval to pay in-lieu fees rather than provide inclusionary units.

Geographic Scope

The City could choose to offer these incentives citywide or only in specific areas, such as TOD overlay areas.

Type of Incentives Offered

Possible incentives could include provision of housing set aside funds; relaxation of zoning or development standards, potentially subject to review and City approval; and/or expedited review and processing.

Arguments in Favor

To the extent that incentives increase the production of inclusionary units, these units would have several advantages over affordable units built in 100 percent affordable projects using in-lieu fees, such as that inclusionary units:

- Are integrated with market-rate units, which many housing advocates support as a means for advancing equity in housing outcomes;
- Are built at the same time as the market-rate units;
- Do not require financing from a variety of limited public funding sources; and
- Do not require acquisition of a separate site to produce affordable units.

Arguments Against

Incentivizing the inclusionary units over in-lieu fees could reduce revenue to the City's Housing Mitigation Fund. In addition, providing incentives would require the City to either provide financial assistance, which could be costly, or relax development standards and/or reduce discretionary review of development projects, which could conflict with other policy objectives. Furthermore, this strategy would have only a limited impact if it is only applied to smaller projects that currently do not require Council approval to pay in-lieu fees.

De-Emphasize Dwelling Units per Acre as a Development Standard

When zoning specifies the maximum dwelling units per acre, it will tend to encourage construction of larger units, to better spread land costs and other fixed costs across the project. Development standards that emphasize Floor Area Ratio (ratio of building square feet to lot square feet) or other metrics such as lot coverage and building heights as the measure of density could remove disincentives to produce smaller housing units.

Policy Options

Geographic Applicability

The City could choose to implement this strategy citywide or only within specific areas of the City. One option would be to evaluate removing or de-emphasizing dwelling unit per acre standards within various area plans as part of the process that the City is currently undertaking to up-zone in each area plan.

Applicability by Project Type

The City could de-emphasize dwelling units per acre as a standard for all residential development or for certain types of projects, such as affordable housing and/or senior housing.

Arguments in Favor

Reducing incentives to produce larger units can help to encourage provision of smaller units that may be more affordable than larger units, without negatively impacting development feasibility.

Arguments Against

Encouraging smaller units might leave gaps in the housing inventory for larger households. In addition, smaller units might not be substantially more affordable than larger units. If implemented, the City should actively understand the unit size needs, and work with the developer community to monitor vacancy rates in certain unit sizes.

Modify Fee Programs to Add Further Gradations of Unit Sizes for Fee Payments

This strategy would consist of modifying the fee structures for City impact fees, utility connection fees, and other City fees that apply to residential development projects to reduce financial disincentives to build smaller units. Fees that are charged on a fixed charge “per unit” basis may tend to encourage developers to build larger units to better spread the fixed cost of a fee payment across a larger unit. Adjusting fees to charge on a per-square-foot basis, a per-bedroom basis, or with other gradations based on unit size could reduce the incentive to build larger units, potentially encouraging developers to build smaller, more affordable units.

Arguments in Favor	Arguments Against
Reducing incentives to produce larger units can help to encourage provision of smaller units that may be more affordable than larger units, without negatively impacting development feasibility.	Encouraging smaller units might leave gaps in the housing inventory for larger households. In addition, smaller units might not be substantially more affordable than larger units.

Add Ongoing Affordable Housing Payment Option In-Lieu of Inclusionary Units or Up-Front In-Lieu Fee

In some cases, a project may not be able to feasibly pay up-front in-lieu fees due to project economics. In such cases, it may be more feasible for the project to pay an ongoing affordable housing fee from project cash flow. This strategy would allow developers the option to make an ongoing recurring payment rather than paying an upfront in-lieu fee.

Policy Options

If the City implements this strategy, it will be necessary to determine the appropriate fee amount and the payment term.

Arguments in Favor	Arguments Against
An ongoing payment may be more desirable than reducing or eliminating up-front in-lieu fee payment due to hardship.	Implementation would require ongoing monitoring and regulation from the City to ensure payment. In addition, the City may want to avoid strategies that make fee payments more feasible in favor of strategies that encourage developers to provide inclusionary units.

Community Input on Supply-Side Housing Strategies

Table 8 below shows the priority ranking for each of the supply-side housing strategies, based on input received during the Farmers' Market Pop-Up on November 16, 2019, the November 21st, 2019 Open House on Strategy Prioritization, and the Community-Wide Survey that the City conducted during December 2019 and January 2020. As shown, up-zoning land was ranked as the highest priority in the prioritization activities at the Farmers' Market Pop-Up and Prioritization Open House as well as in the Community-Wide Survey. Those that responded to the Community-Wide Survey ranked increasing the inclusionary ownership percentage as the second-highest priority, followed by encouraging missing middle housing and promoting ADUs. Community members that participated in the prioritization activities at the Farmers' Market Pop-Up and Prioritization Open House also ranked these three additional strategies relatively highly. However, findings from the Pop-Up and Open House also included a relatively high ranking for utilizing under-utilized public property, which received a relatively low ranking in the community survey.

Table 8: Supply-Side Housing Strategy Priority Ranking from Community Engagement Process

Potential Strategy	Total Points, Farmers' Market Pop-Up and Prioritization Open House on Nov. 21 st	Rankings		
		Farmers' Market Pop-Up and Prioritization Open House on Nov. 21 st	Community-Wide Survey	Average
Up-Zone Land to Facilitate Increased Residential Development	80	1	1	1
Increase Ownership Inclusionary Percentage	45	4	2	3
Modify Programs and/or Policies to Encourage Missing Middle Housing	50	3	3	3
Promote ADUs	54	2	4	3
Modify Density Bonus Program to Allow Requests > 35%	29	7	5	6
Utilize Surplus or Under-Utilized City of Other Public Property for Housing Development	50	3	6	4.5
Add Developer Incentives for Unit Production into the Rental Inclusionary Program	39	5	7	6
De-Emphasize Dwelling Units per Acre as Development Standard	38	6	8	7
Modify Fee Programs to Add Further Gradations of Unit Sizes	11	9	9	9
Add Ongoing Affordable Housing Payment Options	15	8	10	9

DEMAND-SIDE HOUSING ISSUES

Demand-side housing strategies are strategies that focus on issues related to the demand side of the housing market, including strategies to that help residents to afford housing and strategies that help residents maintain and remain in their homes. The Sunnyvale City Council identified demand-side housing issues as one of the four study areas for this Housing Strategy. This chapter provides an overview of existing conditions that affect resident's ability to access and afford housing, existing strategies to address these challenges, and the demand-side strategies that were evaluated as part of the Housing Strategy process.

Demand-Side Housing Issues Background

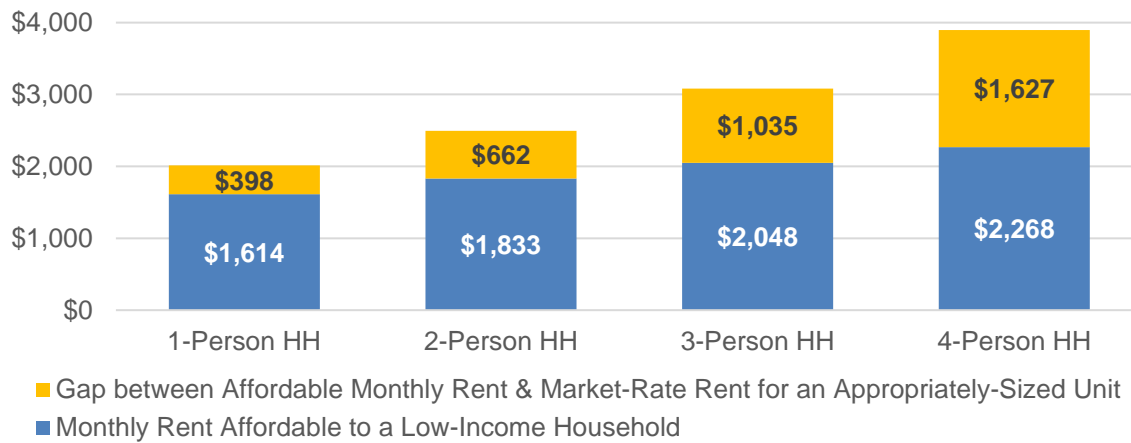
The following subsections provide an overview of the affordability of Sunnyvale's market-rate housing stock and existing programs and policies that address demand-site housing issues in Sunnyvale.

Affordability of Sunnyvale's Housing Stock

The high cost of housing in Sunnyvale presents affordability challenges for many low- and moderate-income households, consistent with the data on housing cost burden presented in the Existing Conditions chapter of this report. These trends affect both rental and for-sale housing affordability, as described below.

Rental Housing Affordability. Market-rate rents for apartments in Sunnyvale are generally higher than the rental rates that low-income households can afford. Figure 20 shows the affordable rental rate for low-income households of various sizes, assuming the affordable rent is equal to 30 percent of gross household income after accounting for any tenant-paid utility costs, based on 2018 HCD income limits for Santa Clara County. Figure 20 also shows the gap between these affordable rents and the average 2018 market-rate rent for an appropriately-sized multifamily rental unit in Sunnyvale, according to data from CoStar, assuming a unit size equal to the number of persons in the household plus one. As shown, market-rate rents exceed the affordable rent for a one-person, low-income household by \$398 per month and by wider margins for larger households. For a four-person, low-income household, the gap between the affordable rent and the market rate rent is a \$1,627 per month. The affordability gap for extremely low- or very low-income households would be larger than shown in Figure 20.

Figure 20: Affordability of Market-Rate Rental Units for Low-Income Households by Household Size, Sunnyvale, 2018



Note: Affordable rents are based on HCD income limits for low-income households of each size in Santa Clara County, assuming an affordable rent equal to 30 percent of gross household income, less utilities.

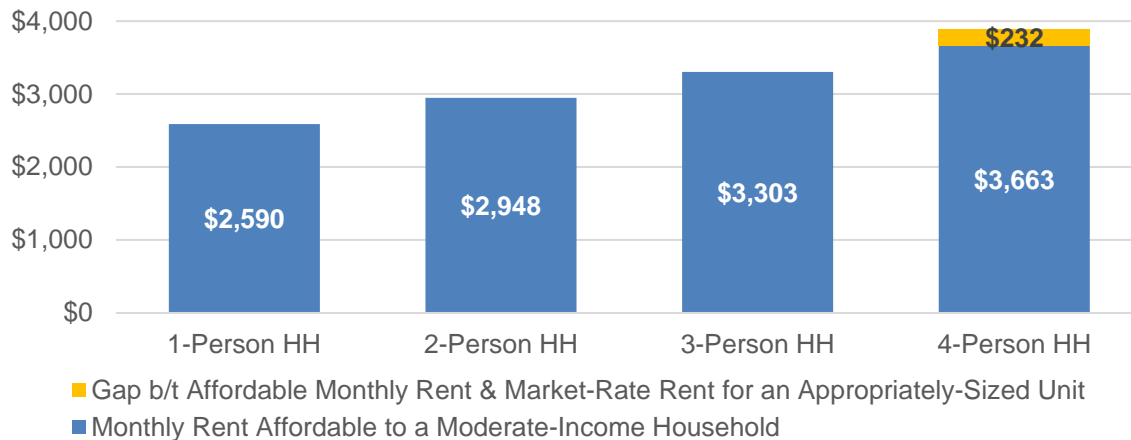
Sources: California Department of Housing and Community Development, 2018; Santa Clara County Housing Authority; CoStar, 2019; BAE, 2019.

In contrast, market-rate apartment rents in Sunnyvale are generally affordable for many moderate-income households. Figure 21 shows the affordable rental rate for moderate-income households of various sizes, assuming the affordable rent is equal to 30 percent of gross household income, after accounting for any tenant-paid utility costs, based on 2018 HCD income limits for Santa Clara County. Figure 21 also shows the gap (where applicable) between these affordable rents and the average 2018 market-rate rent for an appropriately-sized unit in Sunnyvale, according to data from CoStar, assuming a unit size equal to the number of persons in the household plus one. As shown, average market-rate rents in Sunnyvale are within the affordability range for one-person, two-person, and three-person moderate-income households in Sunnyvale. While the average market-rate rent for a three-bedroom unit exceeds the affordability threshold for a moderate-income four-person household by \$232 per month, the same household would be able to afford a two-bedroom rental unit.

However, Figure 21 may overstate the extent to which market-rate rental units in Sunnyvale are affordable to moderate-income households. In part, this is because the average market-rate rents shown in Figure 21 reflect rents among all multifamily rental units in Sunnyvale that CoStar tracks, and are therefore likely somewhat lower than the average rental rate among newer properties. As a result, there may be a shortage of existing units affordable to moderate-income households in Sunnyvale, with a lack of new market-rate housing supply in the pipeline to meet continued needs among moderate-income households. Perhaps more importantly, the affordable rental rates shown in Figure 21 are based on the rent that would be affordable to a moderate-income household with an income equal to 120 percent of AMI.

Most moderate-income households have incomes that are somewhat lower than this maximum (ranging down to just over 80 percent of AMI), and would therefore have affordability gaps that fall somewhere between those shown in Figure 20 and those shown in Figure 21.

Figure 21: Affordability of Market-Rate Rental Units for Moderate-Income Households by Household Size, Sunnyvale, 2018

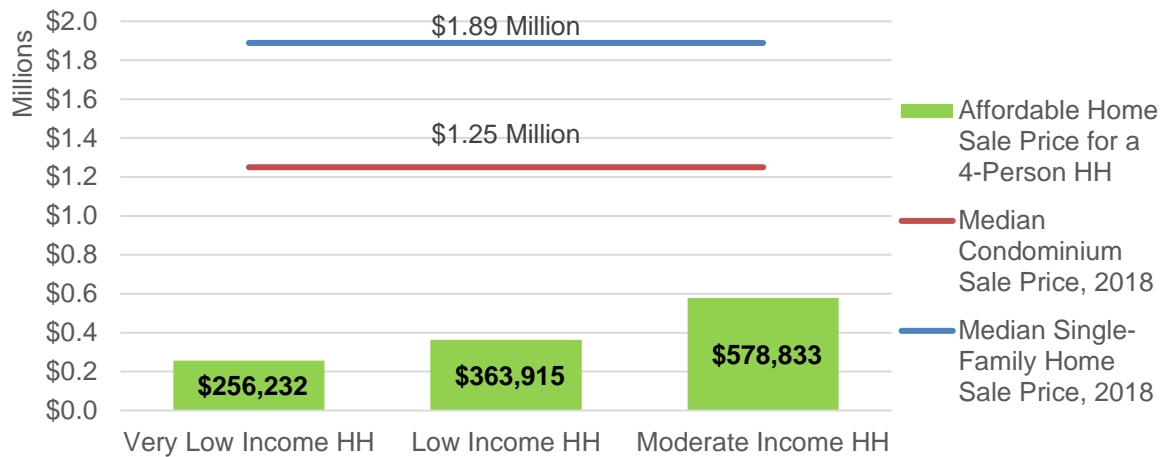


Note: Affordable rents are based on HCD income limits for moderate-income households of each size, assuming an affordable rent equal to 30 percent of gross household income, less utilities.

Sources: California Department of Housing and Community Development, 2018; Santa Clara County Housing Authority; CoStar, 2019; BAE, 2019.

For-Sale Housing Affordability. Sunnyvale's for-sale market offers few if any market-rate homes that are affordable to moderate-income households, and lower-income households face an even larger affordability gap. As shown in Figure 22, the affordable single-family home sale price for a four-person moderate-income household in Santa Clara County is approximately \$579,000, less than half of the 2018 median condominium sale price in Sunnyvale and less than one third of the 2018 median single-family home sale price in Sunnyvale. The affordability gap is substantially lower for lower-income households.

Figure 22: Affordability of For-Sale Housing for Four-Person Households by Income Level, Sunnyvale, 2018

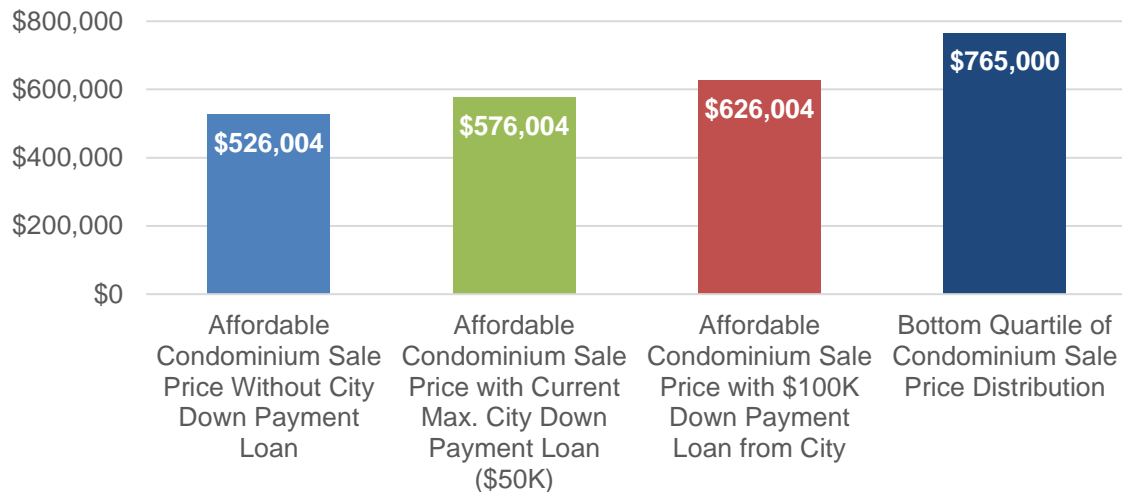


Note: Affordable home sale prices reflect the affordable home sale price for a single-family home; affordable sale prices for condominiums are slightly lower to enable HOA payments.

Sources: California Department of Housing and Community Development, 2018; Freddie Mac, California Department of Insurance; BAE, 2019.

Even with down payment assistance from the City, moderate-income households are unlikely to be able to afford most market-rate units in Sunnyvale. Figure 23 shows the affordable condominium sale price for a four-person moderate-income household in Santa Clara County with no down payment assistance, with the maximum \$50,000 down payment loan offered by the City, and with a higher \$100,000 down payment loan that would exceed the current limits of the City's down payment assistance program. Figure 23 also shows the bottom quartile of the price distribution for sales of condominiums in Sunnyvale in 2018, or the sale price that is higher than 25 percent of condominium sales and lower than the remaining 75 percent of sales. As shown, the affordable sale price in all three of these scenarios is lower than the bottom quartile of the condominium sale price distribution in Sunnyvale in 2018. This indicates that there is almost no inventory of market-rate housing in Sunnyvale that is affordable to moderate-income households, even with relatively substantial down payment assistance.

Figure 23: Affordable Home Sale Price for a Four-Person Moderate-Income Household, With and Without City Down Payment Assistance, 2018



Sources: California Department of Housing and Community Development, 2018; Freddie Mac, California Department of Insurance; ListSource, 2019; BAE, 2019.

Existing Demand-Side Housing Strategies

The City of Sunnyvale has long-standing programs and policies that help residents afford housing in Sunnyvale and stay in their current homes. These include the City's Home Improvement Program and mobile home park preservation policies, as discussed in previous chapters of this report. In addition to these programs, the City's First Time Homebuyer Program (FTHBP) provides low-interest, deferred second mortgages of up to \$50,000 to help low- and moderate-income households that live or work in Sunnyvale purchase their first home. Although most program participants purchase homes through the City's BMR Housing Program, the program also allows participants to purchase moderately-priced market rate homes. In 2019, the City provided five FTHBP loans to home buyers of BMR units.

Demand-Side Housing Considerations

This section provides an overview of some key considerations related to addressing demand-side housing issues in Sunnyvale.

Gap Between Market-Rate Housing Costs and Costs Affordable to Lower-Income Households

As demonstrated by the data presented in this report, there is a significant gap between the residential rents and sale prices that lower-income households can afford and market-rate rents and sale prices. The high cost of housing in Sunnyvale, as well as in much of the surrounding region, make it difficult for many moderate-income households to secure housing that they can afford, while lower-income households face even greater challenges. This also means that programs to help residents afford housing, such as down payment assistance,

may often be insufficient to close the affordability gap between an affordable housing cost and the market-rate housing cost.

Displacement Prevention

Cities throughout the Bay Area are increasingly considering strategies to prevent the displacement of lower- and moderate-income residents that are facing growing pressures due to high housing costs and a shortage of available units. Many of the strategies discussed in other chapters of this report would help to alleviate some of this displacement pressure for Sunnyvale households, including mobile home park residents, seniors, and residents that may be eligible for new affordable units built in Sunnyvale. This chapter includes additional strategies to mitigate some of this displacement pressure for Sunnyvale households.

Potential Demand-Side Housing Strategies

The Housing Strategy outreach process included evaluating the following strategies to enable residents to better afford and access housing in Sunnyvale.

Increase City Down Payment Loan Amount	
The City's existing down payment assistance program provides a maximum of \$50,000 per household. This strategy would increase the maximum loan that the program can provide.	
Policy Options	
If the City chooses to increase the down payment amount, a key decision will involve deciding on a new maximum loan amount.	
Arguments in Favor	Arguments Against
Increasing the loan amount could help moderate-income households afford homes with higher sale prices than these households can afford with the current limit, bringing the affordable sale price for these households closer to actual sale prices for market-rate homes in Sunnyvale.	Even a relatively large increase in the maximum loan amount might have only a limited impact on moderate-income households' ability to afford market-rate housing due to the large gap between the affordable sale price for moderate-income households and market-rate home sale prices. In addition, providing households with larger loans could reduce the total number of households that the FTHBP can serve, depending on available funding.

Increase Loan Amounts/Modify Terms for Home Improvement Program

This strategy would involve modifying the terms for the home improvement program, such as increasing the loan amount or making the repayment terms more flexible, with the goal of enabling the program to serve a wider range of households.

Arguments in Favor	Arguments Against
Modifying loan terms could make the program available to more households.	Providing larger loans and/or more flexible terms could reduce the total number of households that the Home Improvement Program can serve, depending on available funding.

Adopt a Right to Lease Ordinance

Right to lease ordinances require that landlords offer renters a lease, providing renters with stability and predictability of costs during the term of their lease. Council established this topic as a 2019 Study Issue.

Policy Options

Required Lease Term

Right to lease ordinances typically specify a minimum lease term that landlords must offer to their tenants, such a six-month or a one-year lease term.

Arguments in Favor	Arguments Against
Right to lease ordinances ensure that tenants are informed in writing of their rights and responsibilities as a tenant. Furthermore, leases provide tenants with a written agreement regarding their rental rate, including information on when their current monthly rent may be subject to an increase. A right to lease ordinance would therefore mitigate the potential for unpredictable rent increases and provide other rights to renters	Implementation and enforcement of a right to lease ordinance would require City staff resources.

Adopt a Relocation Assistance Requirement

Relocation assistance requirements require that landlords provide financial assistance to tenants who are being displaced from rental units due to factors such as lease termination, unaffordable rent increases, or demolition of rental properties.

Policy Options

Situations that Require Relocation Assistance

A relocation assistance ordinance would define the situations in which a property owner would be required to provide tenants with relocation assistance.

Amount of Relocation Payment

Relocation assistance requirements can require property developers to make a flat payment or cover actual relocation costs and rent increases over a set period.

Arguments in Favor

Relocation assistance requirements create a disincentive for property owners to take actions that lead to tenant displacement and provide displaced renters with resources to find new housing.

Arguments Against

These requirements could create a financial and administrative burden for some owners of rental properties. In addition, creating a relocation assistance program would require an initial dedication of City staff time to develop a new ordinance and ongoing City staff time to conduct enforcement activities.

Establish a Safe RV Parking Program

With increasing homelessness, some households are living in RVs, which can create safety and neighborhood problems if there are no appropriate places to park RVs. In some cases, individuals and households living in RVs are penalized with parking fines or by having their vehicle towed, which can exacerbate the financial and other challenges that these households are already facing. Some cities have sought to address these issues by establishing safe RV parking programs that designate an area within the city where RVs can park safely and legally. These sites often include services such as electricity, water, trash pick-up, security, portable toilets, and mobile showers. Safe RV parking programs may also have eligibility criteria, such as requiring that RVs parked at the site are operational and have valid registrations and that participants in the program enroll in on-site case management.

Policy Options

Entity to Implement Program

Many cities that have safe RV parking programs partner with a non-profit agency to implement the program with City financial support and oversight.

Site Selection

Implementing a safe RV parking program requires identifying an appropriate site for the program, which may be on land owned by a non-profit entity that implements the program.

Arguments in Favor

This strategy would provide a safe area for households living in RVs to park legally, while reducing illegal RV parking in areas outside of safe RV zones.

Arguments Against

Community members that live, work, or spend time near a safe RV parking zone may oppose this strategy. Furthermore, safe RV programs are relatively costly to operate, and the City does not currently have an identified funding source to cover these costs.

Community Input on Demand-Side Housing Strategies

Table 9 below shows the priority ranking for each of the demand-side housing strategies, based on input received during the Farmers' Market Pop-Up on November 16, 2019, the November 21st, 2019 Open House on Strategy Prioritization, and the Community-Wide Survey that the City conducted during December 2019 and January 2020. As shown, the Community-Wide Survey ranked a safe RV parking program as the highest priority strategy, followed by a right to lease ordinance and a tenant relocation assistance requirement. Input received during the Pop-Up Event and Prioritization Open House ranked a right to lease ordinance as the highest priority, followed closely by increasing the City down payment loan amount, adopting a relocation assistance requirement, and a safe RV parking program.

Table 9: Demand-Side Housing Strategy Priority Ranking from Community Engagement Process

Potential Strategy	Total Points, Farmers' Market Pop-Up and Prioritization Open House on Nov. 21 st	Rankings		
		Farmers' Market Pop-Up and Prioritization Open House on Nov. 21 st	Community- Wide Survey	Average
Increase City Down Payment Loan Amount	37	2	5	3.5
Increase Loan Amounts/Modify Terms for Home Improvement Program	19	5	4	4.5
Adopt a Right to Lease Ordinance	41	1	2	1.5
Adopt a Relocation Assistance Requirement	35	3	3	3
Establish a Safe RV Parking Program	33	4	1	2.5

RECOMMENDED STRATEGY PRIORITIZATION

This chapter presents the policy recommendations from the Housing Strategy process, which are summarized in Table 10 below. As shown in the table, the Housing Strategy process resulted in 13 recommended policies, including policies that address each of the four Housing Strategy study issues initially identified by the City Council.

Policy Selection Methodology

The policy recommendations are based primarily on the input provided by individuals that provided their priority rankings on each policy during the Farmers' Market Pop-Up Event, the Open House on Community Priorities, Community-Wide Survey and Council Study Session. In most cases, the policies that were highly-ranked during the Farmers' Market Pop-Up and Open House aligned fairly closely with those that were highly-ranked on the Community-Wide survey. To the extent that the priority rankings diverged, the results of the survey were weighted slightly more heavily because the survey received more responses. Other factors that affected whether specific policies were included on the list of recommended policies are noted below.

Selection of Age-Friendly Housing Policies

The recommendations include three policies related to age-friendly housing. Among the four age-friendly housing strategies evaluated in the Housing Strategy process, priority rankings from the Pop-Up Event and Open House identified the same top three strategies as the top three rankings from the Community-Wide survey. As a result, these three strategies are recommended in Table 10 below.

Selection of Supply-Side Policies

The evaluation of supply-side policies included more policies than were evaluated for the other three Housing Strategy issues, and therefore the recommendations in Table 10 include five supply-side policies. Four of the five recommended supply-side policies are those that were ranked most highly on the Community-Wide Survey, which were: 1) increasing the ownership inclusionary percentage, 2) promoting ADUs, 3) encouraging missing middle housing, and 4) up-zoning to increase residential development. These four policies were also among the top five priorities identified in the Pop-Up Event and Open House. However, the recommended policies do not include utilizing surplus or under-utilized public property, despite the fact that this policy was tied for third in the priority rankings from the Pop-Up Event and Open House. This policy was omitted from the recommendations in part because it received a relatively low ranking on the Community-Wide Survey. More importantly, the City of Sunnyvale does not currently own any surplus sites and has an existing policy stating that applicants proposing affordable housing will be offered right of first refusal on any sites that are identified as surplus in the future. As a result, it is unlikely that this policy would have a material impact on whether affordable housing is built on sites that the City controls. Furthermore, actions that the City would take to facilitate housing production on sites owned by other public agencies or

on underutilized City-owned sites may be largely duplicative of activities that will occur regardless, due to AB 1486, which requires identification of all public land that can be made available for housing development.

In addition, the recommended supply-side policies include de-emphasizing dwelling units per acre as a development standard as a fifth policy. While this policy was not prioritized during the public engagement process, multiple members of the Sunnyvale City Council expressed support for this policy during a study session on the housing strategy on February 4, 2020.

Selection of Demand-Side Policies

The recommendations include three policies to address to demand-side housing issues. The three recommended policies were those that were ranked mostly highly in the Community-Wide Survey. These policies were also among the top four demand-side priorities identified in the Pop-Up Event and Open House. However, although the second-highest priority identified in the Pop-Up Event and Open House was the policy that would increase to the City's maximum down payment assistance loan, this was not included as a recommended policy in Table 10. This policy was omitted from the recommendations in part because it received a relatively low ranking on the Community-Wide Survey. Additionally, as discussed in the demand-side chapter of this report, even a relatively large increase in the maximum down payment amount could have little to no impact on moderate-income homebuyers' ability to afford market-rate homes due to the large gap between market-rate sale prices and the sale price affordable to a moderate-income household.

Selection of Mobile Home Park Policies

To a greater degree than the policies related to the three other Housing Strategy issues, three of the four potential mobile home park policies – mobile home space rent stabilization, rent mediation, and an MOU or accord – are closely linked to one another. Adoption of one of these three policies would have a direct effect on the manner in which the City could potentially implement one of the other policies. Out of these three policies, input received during the Pop-Up Event, Open House, and Community-Wide Survey strongly ranked rent stabilization as the preferred option, while an MOU or accord was the second most highly rated policy along with a safety net program. Support was generally low for a space rent mediation program. Consequently, the recommendations shown in Table 10 include rent stabilization and an MOU/accord as the two recommended policy options for mobile home parks to enable City Council to consider both options and direct City staff to move forward on one of these options. During the City Council study session on February 4th, multiple members of the City Council expressed an interest in pursuing the MOU or accord policy with a fixed time frame to establish an agreement and an option to consider mobile home space rent control if an agreement is not reached during the designated time frame. Staff has since updated its recommendation to reflect that which includes ranking the MOU as Tier 1 and Rent Stabilization Ordinance as Tier 3. This recommendation also includes a one-year timeframe be placed on implementation of the MOU/Accord. Within six months of adoption of the Housing

Strategy, Staff will return to Council with an update on the progress. If the Park Owners of the Sunnyvale Mobile Home Parks are not actively participating in the MOU or if initial terms have not been identified by this six month mark, Council may direct staff to engage work on the Rent Stabilization Ordinance and end the MOU negotiations. This will encourage MHP park owners to be actively involved in the MOU process, which may be of greater benefit to them, and provide more opportunity for their input, as opposed to a Rent Stabilization Ordinance.

The fourth mobile home park policy evaluated in the Housing Strategy process would implement a safety net program for mobile home park residents, which would necessarily preclude any of the other three options. If the City moves forward with an MOU or accord, it would be possible to include provisions for a safety net program in the agreement.

Implementation Priority Rankings

Table 10 also includes a priority ranking for each of the recommended policy options other than those related to mobile home parks, based on a three-tiered system. Policies in Tier 1 are those that are either currently underway or recommended as a priority for 2020 or 2021, while policies in Tier 2 are recommended as a priority for 2021 or 2022. Policies in Tier 3 were identified as lower priority policies, and the timing for implementation of these policies would be assessed once the City has implemented some of the higher-priority policies and also would be subject to identification of necessary funding. The City can continue to evaluate timing and implementation of Tier 3 policies over time through the Sunnyvale City Council study issue process.

The tier ranking for each recommended policy was based on several factors. These factors included the strength of community support for each policy, based on findings from the public engagement process. In addition, the tier rankings were informed by a qualitative assessment of the level of new funding needed to implement the policy, the level of new City staff resources needed to implement the policy, and whether the policy would require a change to any City ordinances, all shown in Table 10. Each recommended policy has a “high,” “medium,” or “low” ranking for both the level of new funding and the level of new staff resources, which are based on both the up-front and ongoing needs associated with implementing each policy. Finally, the tier rankings were informed by the relative benefits and drawbacks of each strategy, as discussed in more detail in the preceding chapters of this report.

The table below represents the final strategy implantation schedule and notes as adopted by the Sunnyvale City Council on October 13, 2020.

Table 10: Summary of Tier and Implementation Requirements

		Implementation Requirements				
		New Funding Needs	Ordinance or Policy Change	New Staff Resources	Approved Tier	Notes
1	Age-Friendly Housing Policy Options					
a	Protect At-Risk Affordable Senior Housing Projects and/or Preserve MHPs	High	No	High	3	
b	Promote New Age-Friendly Housing	High	No	Medium	2	
c	Adapt Homes to Age in Place	Medium	No	Low	3	
2	Supply-Side Housing Policy Options					
a	Increase Ownership Inclusionary Percentage	Low	Yes	Low	1	
b	Promote ADUs	Low	No	Low	1	
c	Modify Programs and/or Policies to Encourage Missing Middle Housing	High	Yes	Low	3	
d	Up-Zone Land to Facilitate Increase Res Development	Low	Yes	Low	1	Only within the following specific plans: El Camino Real, Lawrence Station, and Moffett Park.
e	De-Emphasize Dwelling Units per Acre as a Development Standard	Low	Yes	Medium	3	
3	Demand-Side Housing Policy Options					
a	Adopt a Right to Lease Ordinance	Medium	Yes	Medium	1	
b	Adopt a Tenant Protection/Relocation Assistance Requirement	Medium	Yes	High	2	
c	Establish a Safe RV Parking Program	High	Yes	High	3	
4	Mobile Home Park Policy Options					
a	Mobile Home Space Rent Stabilization	High	Yes	High	2*	*A six month check with Council will inform how much progress has been made. This check in will be schedule no later than 6 months after the December 8, 2020 workplan approval. If any Park Owners fail to comply or participate by that time, the Council may choose to end the MOU and immediately begin on a Rent Stabilization Ordinance. Per AB 2782, long term rental agreements entered into on or after 2/13/20 will be subject to 4a/b.
b	Memorandum of Understanding/Accord	Medium	No	Low	1*	

New Funding Needs:

Low - limited one-time and ongoing costs
Medium - high one-time costs or significant ongoing costs
High - significant ongoing costs

New Staff Resources:

Low - limited up-front and ongoing staffing increases
Medium - high up-front or significant ongoing staff increases
High - significant up front and ongoing staff increases

Tiered Implementation:

1 = Currently under way or priority in 2020-21
2 = Priority in 2021-2022
3 = Timeframe to be Assessed

Policy Goals

This section provides goals for the Tier 1 and 2 policies shown in Table 10. This report does not include goals for Tier 3 policies because the timing of implementation and availability of funding for Tier 3 policies is uncertain as of the writing of this report. Due to these unknowns, it is not possible to reasonably assess the goals that these policies might be able to achieve. Also, please note that due to COVID, staff has pushed some Tier 1 strategies back to Fall 2021, ensuring there is ample time to include virtual outreach and obtain consultants as needed.

The goals for each policy (shown in Table 11 below) are based on achieving outcomes over which the City has a relatively high level of control through its policymaking process. Accordingly, the policy goals do not include achievements related to the broad overarching objectives of the Housing Strategy, such as reducing housing cost burdens for Sunnyvale households, preventing homelessness through affordable housing production, and preventing the displacement of current residents. While the policies recommended in this report are anticipated to assist the City to addressing these broad objectives, implementation of these policies will not occur in a vacuum. Consequently, other changes in the housing market and overall economy could potentially offset the gains achieved by implementing the recommended policies. In this case, it is possible that metrics related to achieving these broader objectives will show no change or worsening conditions, even if the City's policies have had the effect of improving outcomes compared to the conditions that would have occurred if the City had not implemented the policies. The policy goals shown in Table 11 therefore focus on adopting policies and producing units within defined timeframes.

Table 11: Goals for Recommended Tier 1 and 2 Policies

		Approved Tier	Policy Goal
1	Age-Friendly Housing Policy Options		
b	Promote New Age-Friendly Housing	2	Promote 15% of new or renovated units (10% ADA plus an additional 5% age friendly) to meet age friendly housing criteria within the next 5 years.
2	Supply-Side Housing Policy Options		
a	Increase Ownership Inclusionary Percentage	1	Council consideration of amended ordinance for 15% inclusionary by Summer 2021
b	Promote ADUs	1	200 new ADUs within the next 5 years
d	Up-Zone Land to Facilitate Increase Res Development	1	Complete enough rezonings to accommodate the City's 6th cycle RHNA (estimated at 13,000) before adoption of the next Housing Element. Shall only include the following specific plan areas: El Camino Real, Moffett Park, and Lawrence Station.
3	Demand-Side Housing Policy Options		
a	Adopt a Right to Lease Ordinance	1	Council consideration of ordinance by Fall 2021
b	Adopt a Tenant Protection/Relocation Assistance Requirement	2	Council consideration of ordinance by Fall 2022
4	Mobile Home Park Policy Options		
a	Rent Stabilization Ordinance	2*	* A six month check with Council will inform how much progress has been made, that meeting will be scheduled no earlier than 6 months from December 8, 2020 when the formal MOU workplan will be approved.. If any Park Owners fail to comply or participate by that time, the Council can choose to end the MOU and immediately begin on the Rent Stabilization Ordinance.
b	Memorandum of Understanding/Accord	1*	

City	Inclusionary	Treshold	Affordability	In-lieu Fee	Study to Consider Increased Requirements?	Notes
Sunnyvale	12.50%	>8 Units	Mod	7% of the final sales price for each unit		
Cupertino	15%	>6 Units	50% Med, 50% Mod	Ownership: \$18.45-\$24.60 per sq ft depending on building type.	data as of 7/1/20	Projects with 1-6 units can choose to pay Housing Mitigation Fee. For larger projects, City Council must approve the alternative, and developer must demonstrate equivalency to the applicable BMR requirements (ownership 20% and rental 15%). The City may retain a consultant at the developer's expense to review the reasonableness of the proposal and the submitted pro-forma. The intent of the ordinance is to build units.
San Jose	On-site 15%, Off-site 20%	>19 Units	Mod	\$157,858 per unit (Ownership)	San Jose is currently updating the Inclusionary Housing Ordinance and expects to bring the new ordinance to City Council for approval in early 2020. Proposed changes will include changing the in-lieu fee to a per square foot fee (rather than a per unit fee), changing the methodology for determining the fee to be based on the gap between market and affordable rents, introducing a clustering option for a portion of large development sites where stand alone affordable is possible, and additional changes.	Developer can choose to pay in-lieu from a menu of compliance options. The City is considering a change that would incentivize some moderate income units be built on-site in combination with paying a lower in-lieu fee for the lower income units.
Mountain View	10%	>2 Units	50% Med, 50% Mod	Ownership (excluding rowhomes/townhomes): \$56.24/ net new habitable square feet Ownership rowhomes/townhomes: \$129/ net new habitable square feet	Consumer Price Index and review every 5 years - Last update 1/25/2019	Partial units are allowed. Projects with less than seven units are eligible to pay fee for full mitigation. For full mitigation with fees, developer must demonstrate why it is in the City's interest to receive fees instead of on-site units and must consider the following: 1. The ability for the in-lieu fees to create more affordable units and/or deeper affordability levels than could be provided on-site. ii. The ability to create affordable housing for special-needs populations. iii. Helping 100 percent affordable housing projects in the City's pipeline move forward that would not have otherwise been able to move forward or to move forward sooner than otherwise possible. iv. If an applicant proposes an early or prepayment of in-lieu fees, the time value of such payment. Mountain View requires that in-lieu fees are greater than the value of developing affordable units on-site.

City	Inclusionary	Treshold	Affordability	In-lieu Fee	Study to Consider Increased Requirements?	Notes
Los Gatos	<21 -> 10% <100 -> 22.5% >100 -> 20%	>4 Units	Mod	6% BL permit	Equal to the amount of six (6) percent of the building permit valuation for the entire project. The total building permit valuation shall be determined by the Town Building Official.	PUD and developments with 5-9 units can request approval for in-lieu. Applicant must demonstrate to the satisfaction of the Town why a BMP unit cannot be: (1) developed on the same site as the market rate units, and if it cannot be provided on the same site then, (2) develop at an appropriate off-site location within the Town limits. If the developer provides sufficient justification that both of these alternatives are not viable, then a fee in-lieu option may be considered.
Santa Clara	12.5%	>9 Units	ELI, VLI, Li and Mod: the avg 100% AMI	\$30 sq ft/single-family, \$25 sq ft/TH, \$20/Condo	Data as of 1/18/2019. Draft Ordinance pending City is in the process of updating the ordinance. Check with staff.	Partial units and projects with less than 10 units can pay fees. Developer can build less that 15% on-site if those units are ELI, VLI, or LI and represent an equal or greater amount of value in subsidy. Such an arrangement must be memorialized through a Developoment Agreement. Automatically adjusted for inflation annually, using the Engineering New Record McGraw-Hill Construction Weekly Building Cost Index for San Francisco
Campbell	15%	>6 Units	Mod	\$34.50 /sq ft	last updated 7/8/20	In lieu fee only for project with 6 or fewer units. The City Council may annually review the fees authorized by this subsection D of this section by resolution, and may, based on that review, adjust the fee amount. For any annual period during which the City Council does not review the fee authorized by this subsection, fee amounts shall be adjusted once by the community development director or his or her designee based on the construction cost index.
Milpitas	15.0%	>10 Units	VLI, LI, Mod	\$35.13/ net new square foot	As of 7/1/20 Adjusted annually by Engineering News Record Building Cost Index for San Francisco. 1/5/2021: City Council direction to remove in-lieu fee option for ownership projects.	Partial units can pay fee, otherwise Council must approve in-lieu if affirmative findings are made to the following: 1.The exception requested exceeds the minimum affordable requirements; and 2.The project is better served with the exception; or 3.The community benefits exceed the project benefits.

City	Inclusionary	Treshold	Affordability	In-lieu Fee	Study to Consider Increased Requirements?	Notes
Morgan Hill	Downtown 10% Other 15%	>2 Untis	Mod	\$13.2/SF in DT, \$19.7 in Other	As of 10/17/18, Set by council so that fee is not greater than the difference between: a.The amount of a conventional permanent loan that an inclusionary unit would support based on the affordable rent or affordable sales price for the inclusionary unit; and b.The estimated total development cost of a prototypical inclusionary unit.	Allows in-lieu fees when the ordinance results in fractional units Entire inclusionary obligation can be met with in-lieu fees with Council approval if it will fulfill a housing need, if the RHNA goal has been met already, if there is a specific affordable project that can use the fees, and whether affordable units are appropriate in the specific project.
Palo Alto	lots > 5 acre 20%- others 15%		75% @ 80%- 100% - 25% Mod	\$20-\$75 per sq ft	As of 4/5/17, Council review as needed.	
Fremont	20%	>9 Units	Mod ((1/3 @90%, 1/3 @100% 1/3 @110%))	\$22.41-\$27 per sq ft	As of July1, 2020 For-Sale Housing in projects deemed complete on or after June 6, 2015 Fee per SF 1,2 • Attached units \$27.00 • Detached units \$26.00 For-Sale Housing in projects deemed complete before June 6, 2015 Fee per SF 3, 4 • Single-Family Homes on lots >6,000 SF \$25.87 • All other Market-Rate, For-Sale Units \$22.41	Fee per habitable square foot of market-rate housing in for-sale residential projects to mitigate the cost of construction for lower income units, as required by Fremont Municipal Code Section 18.155.030(a). “Lower income” includes extremely low-, very lowand low-income units. 2. If a project applicant chooses to provide on-site moderate-income housing units, the affordable housing fee will be reduced by \$8.50 per habitable square foot, pursuant to Resolution 2015-09. 3. Fee per habitable square foot of market-rate housing in for-sale residential projects in lieu of construction of moderate-income units on-site, as permitted by Fremont Municipal Code Section 18.155.080(f). 4. Fees adjusted annually on January 1 of each year for non-residential affordable housing fees and July 1 of each year for residential affordable housing fees to reflect annual changes in construction costs as measured by the Engineering News Record McGraw-Hill Construction Weekly Building Cost Index for San Francisco but in no case higher than justified by the applicable Nexus Study.
Redwood City	15%	> 19 Units	Mod	\$20-\$25 per sq ft	As of July 2019, Condos and Apartments \$20, Single Family \$25 Townhome/Duplex/Triplex Developments \$25	Projects must meet a minimum size before they are subject to the fee. 5 or More Net New Units for Residential Projects. No in-lieu fees
Daly City	20%	>14 Units	Moderate Income	\$45	As of Nov 26, 2018.	Residential developments of five or more units for which a Planning Permit has been approved by the City after July 1, 2018 are subject to new Inclusionary Housing Ordinance presented for adoption to the City Council on Nov. 26, 2018. The fees shall be applied to the total square feet of the livable space in the residential development.

Stakeholder Meeting with Developers & Advocates

March 23, 2021

Meeting started at 11:04 a.m.

Panelists:

Ernie DeFrenchi
Jenny Carloni
Edith Alanis
Barbara Smith

Attendees:

SV@Home
BIA

Ernie gave an update on BMR Background, Existing BMR Ownership Ordinance, Current BMR Sales Prices, Proposed Ordinance Amendments, and then opened it up for Feedback and Discussion from Attendees.

Questions/Statements from Attendee #1

- What is the percentage or number of projects would qualify for under the proposed changes to the ordinance? **Response: 5-8 projects.**
- What is the net increase that you're hoping to get out of these changes? **Response: Currently staff closes between 30-40 escrows per fiscal year. 2 ½% net increase will get about 5-7 additional BMR units per year,**
- Does the 15% requirement include units at 10% low and 5% very low which averages out to 40% moderate income, or is it 15% requirement and moderate which is a higher moderate income? **Response: The split between low and very low only applies to the BMR Rental Program. The BMR Ownership Program is for household with incomes up to 120% Area Median Income (AMI).**
- Is the sales price set at 80%? **Response: Homes are priced at 100% AMI.**
- Comments: Any extra units is always something we look for and your changes seems reasonable. I have no opinion on round-up. Hope that the alternative compliance options are equivalent to units being built on site. He's seen more people in lieu out, than actually units go up. He feels the fees are good to have for flexibility purposes, but sometimes they're counter to maybe the ordinance objective, it it's truly to build units and get people in homes. **Response: Sunnyvale is very proactive in having units built on site, while we have had a small number of developments request Council approve paying a fee it's generally for single family or duet projects.**

Questions/Statements from Attendee #2

- Appreciates the Outreach meeting, as not everybody does that, but better to stay in contact with your business and development community.
- Our members are certainly not likely to build to that low number or that small of a project (7 units). However, there might be some projects that come through with a rental and an ownership that are side by side. There might be some value in looking at a compliance option

that allows a developer to work with offsite to build rental units rather than for sale units and the City should keep its options open if rental units are more desirable or more in demand.

- In the round-up options, stick pretty closely to the level of compliance. If you're rounding up 4/10 of a unit, that's a lot different than paying for the fee at that level.
- The alternative compliance options, mixed housing project on the same site or adjacent, but also looking at partnering with other developers to rehab existing units might be a compliance option that you may get a few takers on. He referenced a project in E. Palo Alto where they are rehabbing older units.
- He thinks the current base sales price graphic shows a big gap for private developers to step into and fill. It's a Big Bite. He suggested adding another column on the Current BMR Sales Prices Slide to show the Market Sales Price, which would then show the size of the gap. It's BIG. He feels it would give the Council the information they need to decide how they're going to fill that gap.

Number of Bedroom	Max. BMR Sales Price	Average Market Rate Sales Price – New Construction (if available)
1	\$350,000	\$700,000*
2	\$410,000	\$1,299,000**
3	\$472,000	\$1,539,000-\$1,605,000**
4	\$520,000	\$1,782,000-\$1,795,000**

*Zillow – Sunnyvale, condo/townhomes

**New construction average sales prices provided by Sales at a development under construction

- He doesn't think the 15% requirement at moderate income is out of step.
- He asked if Sunnyvale charges parks fees or other impact fees for projects with less than 7 units. Response: Not sure exactly what the threshold is, and don't think it's one and twos, but closer to the 7 or 8 thresholds, but we can look into that and follow up.
- He further asked if we've looked at a credit program for developers of either 100% or portable project or inclusionary units. If you're building it at low income, perhaps there's a 50% or 75%, or complete exemption of park fees.

Response: We're not looking at creating any sort of exemptions for the ownership. We do have some for the rentals when you build 100% rental, we do exempt fees. But with this ownership update, we're not looking to add any exemptions. However, it's a good note that we'll take to the Housing Commission to the Council with us to consider something like that.

3. [21-0631](#) Recommendation to City Council to Introduce an Ordinance Amending Chapter 19.67 (Below Market Rate Ownership Housing) of the

Sunnyvale Municipal Code to Modify the Inclusionary Housing Program.

Housing Officer Jenny Carloni presented the staff presentation.

Commissioner Harrison asked Housing Officer Carloni general questions regarding the below market rate (BMR) rental and ownership program.

Commissioner Weiss asked staff if a BMR unit is converted from an apartment to a condominium will there be financial help available to keep the unit conversion preservation program. Housing Officer Carloni responded that the City has a first-time home-owner loan program. Commissioner Weiss asked if a BMR ownership remains in the BMR buyer program if the house becomes foreclosed. Affordable Housing Manager Ernie DeFrenchi responded that if a BMR home goes into foreclosure housing restrictions do not survive foreclosure. Housing Manager DeFrenchi also stated that if the City receives a letter stating that a home is going to be foreclosed upon, the City works with the lender and the homeowner to negotiate a forbearance agreement or the City would help to facilitate a resell to that home to a new BMR owner.

Chair Howard opened the Public Hearing.

Mike Serrone spoke in overall support of the staff's recommendations. Mr. Serrone commented on the inclusionary housing policy for the City of Cupertino.

Chair Howard closed the Public Hearing.

Commissioner Harrison asked staff when did the City adopted the Palmer's effect. Housing Officer Carloni responded that the state adopted the Palmer's effect in 2017, however, the City of Sunnyvale adopted the Palmer's effect in 2019. Commissioner Harrison asked staff how approximately many rental projects have the City had since the Palmer's effect has been in place. Assistant Director Miner responded that there was the Irvine Company project which was 900 BMR units and the Capstone Project which was 600 BMR units.

MOTION: Commissioner Weiss moved and Commissioner Harrison seconded the motion to approve Alternative 1: Introduce an ordinance to amend Chapter 19.67 ("Below Market Rate Ownership Housing ") of Title 19 ("Zoning") of the Sunnyvale Municipal Code to modify Inclusionary Below Market Rate Ownership Housing Requirements (Attachment 3 to the report).

Commissioner Weiss commented that the ordinance will provide more opportunity for developers in Sunnyvale and allow for more affordable ownership opportunities for the community.

Commissioner Harrison stated that homeowner opportunities for moderate income families are imperative for the community.

Chair Howard spoke in support of the motion and overall agreement with Commissioner Harrison and Commissioner Weiss' comments.

The motion carried by the following vote:

Yes: 7 - Chair Howard
Vice Chair Simons
Commissioner Harrison
Commissioner Howe
Commissioner Olevson
Commissioner Rheaume
Commissioner Weiss

No: 0



City of Sunnyvale

Agenda Item

21-0082

Agenda Date: 6/29/2021

REPORT TO COUNCIL

SUBJECT

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 Environmental Impact Report (EIR) and Subsequent Addenda

REPORT IN BRIEF

Approval is requested for authorization for the City Manager to take the following actions related to municipal partnerships at the Sunnyvale Materials Recovery and Transfer Station (SMaRT Station).

1. Execute the 2021 New Memorandum of Understanding Among the Cities of Mountain View and Sunnyvale Relating to the Operation of a Materials Recovery and Transfer Station (Attachment 1).
2. Execute the Amendment to the 1992 Second Memorandum of Understanding Among the Cities of Mountain View, Palo Alto and Sunnyvale Relating to the Construction and Operation of a Materials Recovery and Transfer Station and the Long-Term Disposal of Municipal Solid Waste at Kirby Canyon (Attachment 2).

The City of Sunnyvale owns and operates the SMaRT Station at 301 Carl Road. The facility receives Municipal Solid Waste (MSW), source-separated recyclables, and organic materials from Sunnyvale, Mountain View, and Palo Alto. It sorts the MSW to remove recyclable and compostable materials, then transfers the remaining residue to the Kirby Canyon Landfill. Other processes at the facility prepare source-separated recyclables, yard trimmings, food scraps and other materials for shipment to recycling markets.

A 1992 Memorandum of Understanding (MOU) among the cities of Sunnyvale, Mountain View and Palo Alto established a municipal partnership. Each city has a separate agreement with Waste Management of California, Inc. (Waste Management), for landfill disposal at Kirby Canyon Landfill in San Jose. The MOU coordinates city actions regarding their landfill disposal agreements and allows SMaRT Station operating, capital, debt, and other costs to be shared among the cities, reducing costs to their refuse ratepayers.

In advance of the expiration of the 1992 MOU, the cities engaged in discussion of whether and how to continue their municipal partnership. This discussion led to development of a new, 2021 MOU that documents a proposed partnership through at least 2036. The City of Mountain View has agreed to the terms of this MOU, while the City of Palo Alto, which makes only partial use of the SMaRT

Station, has chosen to direct the remainder of its MSW to facilities linked to GreenWaste Recovery, Inc. its franchised hauler. The 2021 MOU allows for the addition of new partners in the future.

The term of the 2021 MOU is 15 years, starting January 1, 2022. The 2021 MOU proposes to allocate costs to each city based on the quantity of each type of material (MSW, recyclables, organics, etc.) delivered by each city. The 1992 MOU allocated costs based primarily upon the tons of MSW delivered by each city.

Staff is recommending approval of the 2021 MOU to continue the City's practice of sharing SMaRT Station costs with other agencies, thus providing financial benefits to both the Sunnyvale Solid Waste Fund and its refuse rate payers and the Sunnyvale General Fund.

Staff is also recommending approval of an Amendment to the current, 1992, Memorandum of Understanding (MOU) to document closure of a ten-week gap between the October 15, 2021 end date of the 1992 MOU and the December 31, 2021 end dates of the current landfill disposal agreements between the three cities and Waste Management.

BACKGROUND

The City built, owns, and operates, through a private contractor, the SMaRT Station, located at 301 Carl Road. The SMaRT Station was developed and funded under a 1992 Second Memorandum of Understanding among the cities of Sunnyvale, Mountain View and Palo Alto. This 1992 MOU coordinates city actions related to three separate, but largely identical, 1991 agreements between each of the cities and Waste Management that provide for disposal of MSW at the Kirby Canyon Landfill in southern San Jose. The disposal agreements and the 1992 MOU require each city to deliver MSW to the SMaRT Station and require that residues remaining after SMaRT Station recycling processes must be delivered to Kirby Canyon for disposal.

The 1992 MOU allocates costs for operation of the SMaRT Station and landfill disposal of non-recycled residues among the three cities based on each city's respective percentage of MSW delivered to the facility by that city (the "operations share"). Costs for debt service and replacement/refurbishment of capital items are allocated by specific percentages stated in the MOU (the "capital share"). Revenues from recycling materials delivered source-separated (e.g., curbside recyclables and yard trimmings) are allocated based on the types and amounts of those materials delivered by each city. Revenues associated with recycling or composting materials recovered from incoming MSW are allocated to the cities based on the operations share.

All MOU-related revenues and expenditures associated with the SMaRT Station are managed in SMaRT Station-specific operating and capital enterprise funds administered by Sunnyvale. Sunnyvale's share of SMaRT Station revenues and costs are handled by payments to and from the City's Solid Waste Fund. After the close of each fiscal year, an audit is performed by an outside audit firm, with the results shared among the three cities.

The 1992 MOU will expire on October 15, 2021. The current terms of the landfill disposal agreements between Waste Management and the three partner cities will expire on December 31, 2021. As the MOU's essential purpose is to coordinate city actions regarding the disposal agreements, staff from all three cities agreed that the 1992 MOU should be extended to December 31, 2021 to coincide with the terms of the current disposal agreements. The amendment to the 1992 MOU was approved by Palo Alto's City Council on May 24, 2021 and by Mountain View's City

Council on June 8, 2021.

In 2013, Sunnyvale extended its current disposal agreement by ten years (through 2031) in exchange for a 10% disposal fee reduction, which will begin on January 1, 2022. Palo Alto chose to not extend its disposal agreement with Waste Management beyond 2021. Mountain View has entered into a new 10-year disposal agreement with Waste Management which begins on January 1, 2022.

EXISTING POLICY

General Plan, Chapter 7, Environmental Management

Policy EM-14.3 Meet or exceed all federal, state, and local laws and regulations concerning solid waste diversion and implementation of recycling and source reduction programs.

GOAL EM-15 ENVIRONMENTALLY-SOUND DISPOSAL Dispose of solid waste in an environmentally sound, dependable and cost-effective manner.

Policy EM-15.2 Reduce the amount of refuse being disposed, generate recycling revenues, and minimize truck travel to the disposal site through use of the Sunnyvale Materials Recovery and Transfer Station (SMaRT Station).

ENVIRONMENTAL REVIEW

Pursuant to CEQA Guidelines Section 15162(a), when an Environmental Impact Report has been certified for a project, no subsequent or supplemental review shall be prepared for that project unless “substantial changes” are proposed to the project, or to the circumstances under which the project is undertaken, or there is substantial new information, that will require revisions to the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

Operation of the SMaRT Station under the new MOU will lessen, rather than increase, the impacts of the previous operation that was studied in the Final Environmental Impact Report “Sunnyvale Materials Recovery and Transfer Station (SMART)” dated September 14, 1990 and subsequent addenda dated July 21, 1992 (SCH #89022812) and December 2016 (SCH #89022812). These documents are available for review at: <https://sunnyvale.ca.gov/property/recycling/getrid/center.htm>

The proposed MOU will result in reduced waste tonnages and a smaller number of collection vehicle trips to the facility when compared to the project described in the 1990 FEIR and its addenda. A greater percentage of the incoming waste will be diverted from the landfill. Therefore, no additional environmental review of the project is required by CEQA.

DISCUSSION

New Memorandum of Understanding - Mountain View and Sunnyvale

The 1992 MOU included a requirement that, after 25 years, the cities meet “to discuss all issues relevant to the possible extension of the Term by one or more Cities...” Those discussions were conducted as per the 1992 MOU and resulted in the City of Mountain View deciding to continue as a partner in the SMaRT Station after 2021. The City of Palo Alto has never made full use of the services provided by the SMaRT Station. It declined the opportunity to continue as a partner and is arranging to have the portion of its MSW currently processed at the SMaRT Station to be handled at facilities operated by companies related to GreenWaste Recovery, Inc., its franchised hauler. The 2021 MOU allows for the addition of new partners in the future.

Staff and consultants of Sunnyvale and Mountain View carried out extensive meetings and discussions to scope out and agree on commitments in the New Memorandum of Understanding between the Cities of Mountain View and Sunnyvale relating to the operation of the Materials Recovery and Transfer Station (Attachment 1).

The MOU is updated to reflect changes in State law and regulations since the 1992 MOU was adopted and is informed by 29 years of experience operating the Facility and coordination among the partner cities. Its structure acknowledges the availability of local recycling processing and landfill disposal options that may not have been available when the cities agreed to the 1992 MOU.

The most significant change introduced in the 2021 MOU is with regard to how operating expenses are shared among the participating cities. The 1992 MOU has a simple, two-part structure for allocating costs:

1. All operating expenses are totaled, then allocated among the cities based on the tons of MSW delivered by each city.
2. Capital costs, including debt service and major repairs or replacement of capital items, are allocated based on percentages specified for each city in the 1992 MOU.

The 2021 MOU proposes to allocate both operating expenses and capital costs to various cost centers based on the material being processed or the service being provided. This acknowledges that, compared to conditions 29 years ago, cities are providing collection services for more types of materials and more processing options have emerged in the marketplace. For example, Mountain View wishes to split out processing of Construction and Demolition (C&D) Debris and its food/yard trimmings collections and have them handled at facilities operated by other service providers. Mountain View's share of unrecycled residue will be landfilled at Kirby Canyon pursuant to its new agreement with Waste Management, which has a term that ends on December 31, 2031 (with a five-year extension option.)

To accommodate these new options, the MOU identifies and separately prices these initial basic services to be provided by Sunnyvale in its role as Managing Partner:

MSW. Accept all MSW generated within each Partner's jurisdiction and delivered by a franchised hauler or through self-haul. MSW shall be processed to remove recyclables and organics for further processing, with the residue disposed of at the landfill.

Recyclables. Accept source-separated recyclables delivered on behalf of a Partner by a franchised hauler, through self-haul, or authorized third parties. Recyclables shall be processed for sale, then transported to markets, with unrecycled processing residue disposed of at the landfill.

Organics. Accept source-separated organics generated within each Partner's jurisdiction and delivered by a hauler or through self-haul. Organics shall be pre-processed at the SMaRT Station and shall be transferred to applicable processing facilities.

C&D Debris. The Partners may arrange for haulers to transport source-separated C&D Debris and other materials collected in roll-off boxes to facilities other than the SMaRT Station for processing and disposal, so long as that activity does not conflict with provisions of a landfill disposal agreement. Self-haul of C&D Debris to the SMaRT Station shall be permitted as approved by the partners. C&D Debris shall be processed at the SMaRT Station, except as otherwise mutually agreed by the Partners, then transported to markets, with unrecycled residue disposed of at the landfill.

Additional Services for Residents of Partner Cities.

- Public Haul Disposal: Trash, C&D Debris, yard trimmings, etc. (with fee; or Partner City Voucher or during Partner-provided special event)
- Drop off recycling area for residents and businesses
- Beverage Container Buy-Back: California Redemption Value (CRV) is paid on eligible bottles and cans.
- Compost is made available for pickup by residents of Partner cities
- Furniture and other items in good condition rescued from the garbage and recycling areas of the SMaRT Station are placed in a re-use trailer for customers to take home at no charge.
- Facility tours, by appointment
- Disposal/Recycling of various hard-to-handle and Universal Waste items, including:
 - Paint in original containers per PaintCare program guidelines
 - Cooking oil
 - Electronics (e.g., computers, TVs and monitors, small appliances, microwave ovens)
 - Clothes and shoes
 - Strings of holiday lights
 - Fluorescent bulbs and tubes
 - Empty one-pound propane cylinders
 - Household and auto batteries
 - Mercury-containing thermostats, thermometers, batteries, and compact fluorescent lamp bulbs
 - Sharps, needles, or lancets, (in biohazard, or hard plastic container with screw-top lid marked "sharps")
 - Used motor oil, oil filters and antifreeze
 - Mattresses

In addition to ongoing operations, Project 828260 (Post-2021 SMaRT Rebuild) has been underway for several years. This \$30 million project addresses the fact that the SMaRT Station has been in operation for almost 28 years and needs repairs to basic elements such as walls and floors. Some components of its processing equipment need updating, while others are obsolete and need to be replaced.

With consultant assistance, ESD staff has been conducting a detailed study of the condition of the facility and equipment and scoping out options for updates that would improve the efficiency of operations and increase the percentage of incoming material that is diverted from landfill disposal. Conceptual designs have been prepared and shared and discussed with staff members of the partner cities. Project 828260 will soon enter the design stage with construction expected to be completed by the end of 2023.

The term of the 2021 MOU is 15 years, beginning January 1, 2022. This will allow adequate time to amortize the facility improvements of Project 828260 and is compatible with the terms of Sunnyvale's collection, landfill, and organics processing agreements.

The 2021 MOU provides flexibility for cities to undertake both joint and independent efforts to pursue compliance with State of California mandates for reducing landfill disposal of organics and other discarded materials through methods that include reuse, recycling, and composting. The MOU equitably allocates costs and revenues to the participating jurisdictions, including the costs of the Post-2021 SMaRT Rebuild project. The MOU also provides for the continued and expanded provision of services to the public, all while protecting the environment and human health and safety.

The 2021 MOU continues a long-term, successful, mutually beneficial partnership between the cities of Sunnyvale and Mountain View. The June 8, 2021 report from Mountain View staff to their city council stated that "the change in cost sharing based on the number of tons by commodity type increases accuracy and simplifies cost distribution, and the planned capital improvements will increase the City's diversion rate. The recommended MOU is in line with the City Council goal to "Promote Environmental Sustainability and the Quality of Life for the Enjoyment of Current and Future Generations with a Focus on Measurable Outcomes," and it is the best option for processing the City's solid waste and residential recycling."

The MOU was prepared with assistance from Peter Deibler of HF&H Consultants, a firm that advises cities on solid waste and financial and rate setting issues, and outside attorney Joshua Nelson of law firm Best Best & Krieger, LLP. It was presented to and approved by the Mountain View City Council on June 8, 2021. Staff is recommending that Council authorize the City Manager to execute the 2021 MOU.

Amendment to 1992 Memorandum of Understanding - Mountain View, Sunnyvale, and Palo Alto

In a related matter, as part of the MOU discussions, staff of the three cities also agreed to clean up the long-standing, 10-week gap between the end date of the 1992 MOU and the three current Waste Management contracts. That resolution is contained in a First Amendment to the 1992 MOU (Attachment 2). The city councils of Mountain View, Palo Alto and Sunnyvale are being asked to approve this amendment, which states that the 1992 MOU will end on December 31, 2021. The Palo Alto and Mountain View city councils approved the amendment at their meetings on May 24, 2021 and June 8, 2021, respectively.

FISCAL IMPACT**New Memorandum of Understanding - Mountain View and Sunnyvale**

Using the 2021 MOU to share costs with other agencies provides financial benefits to both the Sunnyvale Solid Waste Fund and its refuse rate payers and the Sunnyvale General Fund. The Solid Waste fund benefits because fixed capital costs and the fixed portion of operating costs can be shared with Mountain View and, potentially, another jurisdiction that could join the partnership in the future. The cost savings to Sunnyvale ratepayers, as compared to the cost of operating the facility on a Sunnyvale-only basis, are projected to be approximately \$3.8 million in the initial year of the 2021 MOU.

However, overall, costs to Sunnyvale Rate Payers are increasing due to the loss of Palo Alto as a partner and the implementation of new organics regulations. The loss of Palo Alto as a partner increases Sunnyvale's share of SMaRT Station costs by approximately \$1.3 million per year and decreases General Fund Host Fee revenue by approximately \$86,000 per year. Costs associated with the SMaRT Station, Landfill, and processing organics are increasing by approximately \$53.2 million over 10 years and \$131 million over twenty years. These costs are included in the FY 2021/22 Recommended Budget and the long-term financial plan for the Solid Waste Fund, as well as in the recommended solid waste rates for those twenty years. Rates are higher than planned in the current budget by between 1% and 3% per year for the next five years.

Under the 2021 MOU, Mountain View will continue to pay a "Host Fee" charged on all materials delivered to the SMaRT Station by City of Mountain View staff, its franchised hauler, and Mountain View public haul customers. The Host Fee compensates Sunnyvale for the cost to its infrastructure and services (e.g. streets, public safety) from Mountain View's use of the SMaRT Station. Host Fee revenue accrues to the General Fund. As of January 1, 2022, the Host Fee will be \$3.96 per ton. At projected tonnages for 2022, Mountain View sources will provide the General Fund with annual Host Fees of \$216,327.

The General Fund charges the Solid Waste Fund rent for the SMaRT Station site. Under the provisions of the 2021 MOU, Mountain View will begin paying a share of the land rent, calculated on a per-ton basis. As of January 1, 2022, Land Rent will be \$2.11 per ton. Based on assumed tonnages for 2022, Mountain View's share of Land Rent will be \$115,265 per year. The per-ton amounts of the Host Fee and Land Rent are annually adjusted to reflect changes in the Consumer Price Index.

Amendment to 1992 Memorandum of Understanding - Mountain View, Sunnyvale, and Palo Alto

There is no fiscal impact from approval of the amendment to the 1992 MOU.

PUBLIC CONTACT

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

ALTERNATIVES

1. Authorize the City Manager to execute the New Memorandum of Understanding Among the Cities of Mountain View and Sunnyvale Relating to the Operation of a Materials Recovery and Transfer Station in substantially the same form as Attachment 1 of the

report.

2. Authorize the City Manager to execute the Amendment to the Second Memorandum of Understanding Among the Cities of Mountain View, Palo Alto and Sunnyvale Relating to the Construction and Operation of a Materials Recovery and Transfer Station and the Long Term Disposal of Municipal Solid Waste at Kirby Canyon in substantially the same form as Attachment 2 of the report.
3. Find that these actions are within the scope of the 1990 EIR and subsequent addenda and that no further environmental review is required under CEQA Guidelines Section 15162.
4. Do not approve Alternatives 1 or 2.
5. Take other action as determined by Council.

STAFF RECOMMENDATION

Alternative 1: Authorize the City Manager to execute the New Memorandum of Understanding Among the Cities of Mountain View and Sunnyvale Relating to the Operation of a Materials Recovery and Transfer Station in substantially the same form as Attachment 1 of the Report; Alternative 2: Authorize the City Manager to execute the Amendment to the Second Memorandum of Understanding Among the Cities of Mountain View, Palo Alto and Sunnyvale Relating to the Construction and Operation of a Materials Recovery and Transfer Station and the Long Term Disposal of Municipal Solid Waste at Kirby Canyon in substantially the same form as Attachment 2 of the report; and Alternative 3: Find that these actions are within the scope of the 1990 EIR and subsequent addenda and that no further environmental review is required under CEQA Guidelines Section 15162.

Staff is recommending approval of the 2021 MOU to continue the City's practice of sharing SMaRT Station costs with other agencies, thus providing financial benefits to both the Sunnyvale Solid Waste Fund and its refuse rate payers and the Sunnyvale General Fund.

Staff is also recommending approval of the Amendment to the 1992 MOU to document closure of the ten-week gap between the October 15, 2021 end date of the 1992 MOU and the December 31, 2021 end dates of the current landfill disposal contracts between the three cities and Waste Management.

Prepared by: Mark A. Bowers, Solid Waste Manager

Reviewed by: David Krueger, Solid Waste Programs Division Manager

Reviewed by: Ramana Chinnakotla, Director, Environmental Services Department

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. New Memorandum of Understanding Among the Cities of Mountain View and Sunnyvale Relating to the Operation of a Materials Recovery and Transfer Station
2. Amendment to the Second Memorandum of Understanding Among the Cities of Mountain View, Palo Alto and Sunnyvale Relating to the Construction and Operation of a Materials

Recovery and Transfer Station and the Long-Term Disposal of Municipal Solid Waste at Kirby Canyon

**NEW MEMORANDUM OF UNDERSTANDING
AMONG THE CITIES OF MOUNTAIN VIEW AND SUNNYVALE
RELATING TO THE OPERATION OF A MATERIALS RECOVERY
AND TRANSFER STATION**

**Final
July 2021**

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EXHIBITS

Exhibit A	Material Delivery
Exhibit B	Material Streams
Exhibit C	Material Composition and Diversion
Exhibit D	Capital Improvements
Exhibit E	Reporting by Managing Partner
Exhibit F	Partner Payments
Exhibit G	Services to Residents
Exhibit H	Recyclables
Exhibit I	Reserve Guidelines

This New Memorandum of Understanding (“MOU”) is made this [REDACTED] day of [REDACTED], 2021 (“Effective Date”) by and between the CITY OF MOUNTAIN VIEW, a chartered municipal corporation (“Mountain View”) and CITY OF SUNNYVALE, a chartered municipal corporation (“Sunnyvale” or “Managing Partner”), (each a “Partner” and collectively the “Partners”).

RECITALS

WHEREAS, the Partners and the City of Palo Alto currently utilize the Sunnyvale Materials Recovery and Transfer Station (“Facility”) as more particularly set forth in that Second Memorandum of Understanding Among the Cities of Mountain View, Palo Alto, and Sunnyvale Relating to the Construction and Operation of a Materials Recovery and Transfer Station and the Long Term Disposal of Municipal Solid Waste at Kirby Canyon Landfill, dated June 9, 1992, as amended and as may be amended (“Second MOU”); and

WHEREAS, under the terms of the Second MOU, the Managing Partner owns the Sunnyvale Materials Recovery and Transfer Station (“Facility”); and

WHEREAS, the Managing Partner contracts with a third party to operate the Facility (“Operator”); and

WHEREAS, the Second MOU expires soon, and the Partners have negotiated this MOU to outline the use and management of the Facility by the Partners and other third parties beginning on the Commencement Date, as defined below. The Second MOU shall be of no further force or effect after the Commencement Date and the City of Palo Alto will not participate after the Commencement Date.

NOW, THEREFORE, in consideration of the foregoing, the Partners hereby agree as follows:

AGREEMENT

1. Purpose and Goals

The Partners have entered into this MOU for the following purposes and to accomplish the following goals:

- (a) Address the Partners’ obligations and responsibilities with sufficient specificity to address contingencies.
- (b) Ensure future Operator Agreements are structured to be in alignment with, and in support of the MOU.
- (c) Ensure the Partners are guaranteed capacity in the Facility to meet all defined processing needs.
- (d) Meet each Partner’s Diversion needs in a fair and equitable manner.
- (e) Identify and mitigate financial risks to the Partners related to the scope of this MOU to the extent possible, including avoidance of unanticipated financial obligations.
- (f) Simplify financial reporting, where possible, to facilitate clearer messaging to decision-makers and the public.

2. Definitions

- 2.1 “C&D Debris” includes discarded building materials, packaging, debris, and rubble resulting from construction, alteration, remodeling, repair, or demolition operations on any pavements, excavation projects, houses, commercial buildings, or other structures, excluding Excluded Waste. C&D Debris includes rocks, soils, tree remains and other yard trimmings which results from land clearing or land development operations in preparation for construction.
- 2.2 “Capital Reserve Fund” means that reserve fund established by the Managing Partner pursuant to Section 10.1(b) to be used for the cost of anticipated or unanticipated capital improvements, except those covered by the Equipment Maintenance/Replacement Reserve Fund, to the Facility, including the Planned Capital Improvements, as set forth in Section 4.
- 2.3 “Commencement Date” means January 1, 2022.
- 2.4 “Disposal” means the final disposition of MSW or Residue at a Landfill
- 2.5 “Diversion” or “Diverted” broadly refers to activities that recover useful materials from MSW, and thus reduce the amount of materials intended for Disposal. Specific Diversion activities directly provided by the Facility or by third parties through the provisions of the MOU include, but are not limited to recovery of Organics, Recyclables, and C&D Debris from Processing of MSW and Residue, and from Processing of source-separated Organics, source-separated Recyclables, and source-separated C&D Debris.
- 2.6 “Diversion Goal” means, as provided in Section 6.3 and Exhibit C Material Composition and Diversion, the relative ratio of annual tons of MSW to be Diverted at the Facility to total annual tons of MSW delivered, expressed as a percentage.
- 2.7 “Effective Date” means the date on which the MOU is fully executed by both Partners.
- 2.8 “Equipment Maintenance/Replacement Reserve Fund” means that reserve fund established by the Managing Partner pursuant to Section 10.1(c) to be used to pay for any anticipated equipment maintenance and replacement expenses for the Facility.
- 2.9 “Excluded Waste” means hazardous substance, hazardous waste, volatile, corrosive, biomedical, infectious, biohazardous, radioactive, sewage, restaurant grease and tallow and toxic substances or material, waste that the Managing Partner reasonably believes would, as a result of or upon Disposal, be a violation of local, state or federal law, regulation or ordinance, including land use restrictions or conditions, waste that cannot be Disposed of in Class III landfills, waste that in the Managing Partner’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose any Partner or the Operator to potential liability.
- 2.10 “Facility” means the Sunnyvale Materials Recovery and Transfer Station, i.e., the SMaRT Station®.
- 2.11 “Force Majeure” means the failure of any Partner to meet its obligations under this MOU by reason of acts of God, earthquakes, droughts, floods, storms, explosion, fires, third party strikes, insurrection, riots, pandemics, epidemics, acts of the public enemy, or federal, state, or local law, order, rule, or regulation, excepting any imposed by a Partner in its sole discretion.

- 2.12 “Full Start-Up Date” means the date that the Facility commences full service following completion of the Planned Capital Improvements, as defined in Section 4, currently estimated to be March 2025.
- 2.13 “Gate Rate(s)” means the rate(s) charged to Self-Haul customers by the Managing Partner or its Operator for processing and/or Disposal of C&D Debris, MSW, Organics, Recyclables, and other materials delivered to the Facility.
- 2.14 “Hauler” means any entity with the right to collect and transport discarded MSW, Recyclables, Organics, or other materials to the Facility for processing or Disposal that is generated within a Partner’s jurisdiction as provided for in a franchise, license, permit or other approval issued by a Partner under the terms of its municipal code and applicable law. Hauler includes a Partner if it provides collection services with its own personnel. Hauler does not include anyone utilizing the ability to Self-Haul.
- 2.15 “Host Fee” means those payments to the Managing Partner as set forth in Section 10.3(c). The Host Fee compensates the Managing Partner for hosting the Facility within its jurisdiction and is charged for the entrance to and use of Sunnyvale property.
- 2.16 “Land Rent” means those payments to the Managing Partner as set forth in Section 10.3(d). The Land Rent compensates the Managing Partner for the reasonable rental value of Sunnyvale property for use of the Facility.
- 2.17 “Landfill” means the landfill used for Disposal of Residue, which is the Kirby Canyon Sanitary Landfill as of the Effective Date.
- 2.18 “Managing Partner” means the City of Sunnyvale.
- 2.19 “MRF Fines” means the two-inch (2”) minus material fraction (i.e., material equal to or less than two (2) inches in diameter) that results from mechanized sorting of recoverable materials from MSW, and that are high in organic content. MRF Fines are a subset of Organics.
- 2.20 “MOU” means this Memorandum of Understanding.
- 2.21 “Municipal Solid Waste” or “MSW” means solid waste as defined in California Public Resources Code, Division 30, Part 1, Chapter 2, Section 40191 and regulations promulgated thereunder. Excluded from the definition of MSW are Excluded Waste, source-separated Recyclables, source-separated Organics, and radioactive waste. Notwithstanding any provision to the contrary, MSW may include de minimis volumes or concentrations of waste of a type and amount normally found in residential solid waste after implementation of programs for the safe collection, recycling, treatment, and disposal of household hazardous waste in compliance with Sections 41500 and 41802 of the California Public Resources Code as they may be amended from time to time.
- 2.22 “Operator” means the third-party providing day-to-day Facility operations under the terms of an Operator Agreement with the Managing Partner. If no Operator Agreement is executed or in effect, Managing Partner may be the Operator.
- 2.23 “Operator Agreement” means the agreement between the Managing Partner and Operator for day-to-day operation of the Facility.

- 2.24 “Organics” means material originated from living organisms and their metabolic waste products including, but not limited to food, green materials, landscape and pruning waste, lumber, wood, paper products, printing and writing paper, MRF Fines, or as otherwise defined by the Managing Partner. As of the Effective Date and unless modified by the Managing Partner, Organics does not include organic textiles and carpets, manure, biosolids, digestate, and sludges.
- 2.25 “Partner” means one of Mountain View, Sunnyvale, or any entity that becomes a Partner under the provisions of Section 9.1.
- 2.26 “Planned Capital Improvements” means those capital improvements set forth in Exhibit D Capital Improvements to be constructed by or at the direction of the Managing Partner, as set forth in Section 4.
- 2.27 “Pre-Commencement Period” means the period beginning with the Effective Date and ending with the Commencement Date during which the Second MOU remains in effect, while the Planned Capital Improvements provisions of the MOU set forth in Sections 3.1, 4, 7, and 10.2 are also in effect.
- 2.28 “Residue” means those materials that, after processing, are Disposed of rather than recycled due to either the lack of viable markets for materials, lack of recoverable materials of a sufficient quantity or quality to warrant additional recovery, or inability of the Facility to capture and recover the materials.
- 2.29 “Recyclables” means those materials identified in Exhibit H Recyclables, which may be revised as provided for in Section 6.4.
- 2.30 “Second MOU” means that certain Second Memorandum of Understanding Among the Cities of Mountain View, Palo Alto, and Sunnyvale Relating the Construction and Operation of a Materials Recovery and Transfer Station and the Long Term Disposal of Municipal Solid Waste at Kirby Canyon, dated June 9, 1992, as amended and as may be amended.
- 2.31 “Self-Haul” means the transport of MSW, Recyclables, Organics, or other materials to the Facility for processing and/or Disposal by the generator of such material, or some other entity permitted to do so on behalf of the generator without a solid waste franchise or similar permit, under the terms of the ordinances or regulations of a Partner or other applicable regulatory authority. Self-Haul for types of materials may exclude or include materials from generators outside of the jurisdictional boundaries of the Partners as set forth in Section 5.1. Self-Haul does not include the transport of materials to the Facility by the Partner’s personnel.
- 2.32 “Tip Fee(s)” means the per-ton fee paid by each Partner as set forth in Section 10.3.

3. Term

3.1 Base Term

The MOU shall take effect upon the Effective Date and expire on December 31, 2036 unless earlier terminated as provided in this MOU.

3.2 Applicable Provisions During Pre-Commencement Period

During the Pre-Commencement Period, the terms of the Second MOU shall apply and be in effect. During the Pre-Commencement Period, only the applicable provisions of Sections 3, 4, 7 and 10.2 of this MOU shall apply and be in effect, which includes Sections 3.1 through 3.4, the provisions of Section 4 related to the design of the Planned Capital Improvements, those provisions of Section 7 as applied to development and execution of an Operator Agreement during the Pre-Commencement Period, and Section 10.2.

3.3 Full Applicability of MOU Provisions

Except for those provisions identified in Section 3.2 above which apply during the Pre-Commencement Period, all other provisions of the MOU shall take effect on and apply as of the Commencement Date.

3.4 Meet and Confer on Extension

On or before December 31, 2033, the Partners shall meet and confer regarding whether to extend the MOU and the applicable terms and conditions of any extension.

3.5 Early Withdrawal

A Partner other than the Managing Partner may terminate the MOU after the Commencement Date with written notice to the other Partners provided at least two (2) years in advance of the termination date. The Managing Partner may terminate the MOU after the Commencement Date with written notice to the other Partners provided at least three (3) years in advance of the termination date. Upon receipt of such notice, the Partners shall determine the assets and liabilities for the Facilities as of the date of such notice. The withdrawing Partner shall be responsible for its share of all outstanding liabilities, including debt services for the Facility or any improvements. Payment to satisfy such outstanding liabilities shall be made to the Managing Partner prior to withdrawal.

4. Planned Capital Improvements

The Managing Partner shall perform or cause to be performed the Planned Capital Improvements set forth in Exhibit D Capital Improvements. The design of the Planned Capital Improvements shall commence during the Pre-Commencement Period.

4.1 Schedule

The Managing Partner shall design, construct, and complete the Planned Capital Improvements from the Effective Date until the Full Start-Up Date pursuant to the estimated schedule set forth in Exhibit D Capital Improvements. The Partners shall approve any reasonable adjustments to the schedule requested by the Managing Partner, which shall not require an amendment to this MOU and shall be effective unless objected to in writing by a Partner within thirty (30) days of receipt of the updated schedule as provided by the Managing Partner. The Managing Partner shall provide the other Partners with quarterly status updates on the Planned Capital Improvements, and any Partner may at any time request to promptly meet and confer regarding the updates. The Managing Partner shall further allow Partner review of initial designs, including by a consultant of Partner's choice and at Partner's sole expense, provided that such review shall not hinder Managing Partner's ability to meet its schedule obligations to the Partners. Partners shall take such steps as are necessary to minimize schedule impacts by arranging, in advance, for expedited internal and/or consultant review. If edits to the type or scope of Planned Capital Improvements are necessary, the Managing Partner shall inform the Partners of the requested change and its effect on cost and schedule. The Partners shall reasonably review and approve such changes,

which will not be unreasonably withheld. Any dispute regarding a change shall be subject to the dispute resolution procedures set forth in Section 13. The Managing Partner shall not be responsible for changes to the schedules due to factors beyond its reasonable control, including, but not limited to, failure by other Partners to promptly respond to questions or opportunities for comment, permit issuance, environmental review, contractor disputes not due to or caused by the willful misconduct or negligent acts of the Operator and/or the Managing Partner, litigation not initiated by or due to or caused by the willful misconduct or negligent acts of Operator and/or the Managing Partner, or any Force Majeure. The Managing Partner shall be responsible for changes to the schedule within its reasonable control and, should it be unable to provide transfer of MSW for Disposal shall pay for any differential costs incurred by a Partner delivering MSW that it would have otherwise delivered to the Facility or to other facilities for processing and/or Disposal, at the then applicable market rate, while waiting for access to the Facility.

4.2 Amortization Period

The cost of the Planned Capital Improvements shall be amortized over the period of years set forth in Exhibit D Capital Improvements. Any change to the amortization period shall be a revision to the Planned Capital Improvements subject to Section 4.1.

4.3 Funding for Planned Capital Improvements

The Managing Partner shall secure the necessary funds, in an amount agreed to by the Partners and based on the requirements of the final design for the Planned Capital Improvements, to fund the design and construction of the Planned Capital Improvements, including related costs that result from construction, such as those due to necessary changes in operations during construction. The Managing Partner may, with agreement from the Partners, which shall not be unreasonably withheld, include the estimated cost of additional and anticipated future capital improvements to the Facility, as outlined in Exhibit D Capital Improvements, in the amount of any financing, including any bond issuance, loan, or similar instrument. To facilitate comparison of full costs, the actual cost of the Planned Capital Improvements and any additional capital improvements included in any financing for the Planned Capital Improvements, including annual debt service, shall be calculated as part of the Tip Fees described in Section 10.3 and Exhibit F Partner Payment. Partners and the Managing Partner shall determine the actual frequency and form of payment for each Partner's share of annual debt service, which may vary over time.

4.4 Operation of the Facility Prior to the Full Start Up Date

The Partners understand and agree that the Facility may be able to provide only limited or modified services other than MSW transfer for Disposal, prior to the Full Start Up Date. The Partners shall reasonably coordinate any changes to the services set forth in this Section caused by the Planned Capital Improvements. The Managing Partner shall not be in breach of the Second MOU or this MOU if prior to the Full Start Up Date the Facility fails to provide any service other than MSW transfer for Disposal that is required to be provided under the Second MOU or this MOU.

5. Facility Services and Operations

The Managing Partner shall provide those services at the Facility as generally set forth in this Section, with processing of the materials more particularly described in Exhibit B Material Streams.

5.1 MSW

The Facility shall accept all MSW generated within each Partner's jurisdiction and delivered to the Facility by a Hauler or through Self-Haul. MSW shall be processed to remove Recyclables and to remove Organics for further processing by a third party(ies), and the Residue shall be Disposed of at the Landfill.

5.2 Recyclables

The Facility shall accept all source-separated Recyclables delivered on behalf of a Partner to the Facility by a Hauler or through Self-Haul. Recyclables shall be processed consistent with applicable legal requirements and market conditions. Processed Recyclables shall be transported to, or otherwise be made available for marketing and sale, and the Residue shall be Disposed of at the Landfill.

5.3 Organics

The Facility shall accept all source-separated Organics generated within each Partner's jurisdiction and transferred to the Facility, as shown in Exhibit B Material Streams, by a Hauler or through Self-Haul. Organics shall be pre-processed at the Facility and any Residue shall be Disposed of at the Landfill. Pre-processed Organics shall be transferred to applicable processing facilities.

5.4 C&D Debris

The Partners may arrange for Haulers to transport source-separated C&D Debris and other materials collected in roll-off boxes, to facilities other than the Facility for processing and Disposal. Self-Haul of C&D Debris shall be permitted as approved by the Partners. C&D Debris shall be processed at the Facility, consistent with applicable requirements and market conditions for recycling, except as otherwise mutually agreed by the Partners. Processed C&D Debris shall be transported to, or otherwise be made available for marketing and sale, and the Residue shall be Disposed of at the Landfill.

5.5 Additional Services to Residents

The Facility shall provide those additional services to residents of the Partners, as set forth in Exhibit G Services to Residents.

5.6 Operational Standards

The Facility shall comply with those hours and dates of operation, material delivery protocol, exempt waste procedures, and other Facility operational logistical requirements that affect Partners, residents of Partners' jurisdictions, or third parties delivering material to the Facility, as set forth in Exhibit A Material Delivery. The Managing Partner may modify or amend such operational standards and requirements temporarily in response to Force Majeure. Depending on the nature of the Force Majeure event, the Managing Partner shall provide reasonable notice of the modification or amendment, provide an opportunity for Partners to comment, and shall give due consideration to Partner's input. In other situations involving substantive changes to the operational standards and requirements described in this Section 5.6 and excluding changes to material streams accepted at the Facility as provided in Section 6.4, the Managing Partner shall consult with and give due consideration to Partner's input no less than sixty (60) days prior to making such changes. Upon amendment by the Managing Partner, excluding a temporary amendment due to Force Majeure, the Managing Partner shall provide each Partner with an amended Exhibit A Material Delivery, which shall become part of this Agreement without further written amendment.

5.7 Facility Maintenance and Repair

The Managing Partner shall maintain and repair the Facility as necessary to meet the requirements of the MOU, and the Partners shall ensure that such costs are included in annual budgets or proportionately reimbursed to the Managing Partner.

6. Material Streams

6.1 Initial Tonnage

Upon the Commencement Date, the Partners shall require Haulers to transport those collected materials set forth in Exhibit B Material Streams to the Facility. The tonnage amounts identified in Exhibit B Material Streams represent guaranteed capacity at the Facility for such stream, but do not obligate the Partner to actually provide such tonnage to the Facility in the event that discarded materials are less than anticipated. Partners may provide tonnages in excess of those identified in Exhibit B Material Streams, subject to available capacity as reasonably determined by the Managing Partner and as previously communicated to the Partners. Unless otherwise noted in Exhibit B Material Streams and subject to Section 6.4, the Partners shall ensure that all Haulers operating within their jurisdiction solely utilize the Facility for each material stream required to be delivered to the Facility under the terms of this MOU. Partners shall take such reasonable enforcement measures as necessary to ensure compliance by its Haulers, which shall include inserting Facility delivery requirements and penalties for non-compliance in all applicable Hauler franchises, agreements, permits, licenses, and other approvals and ensuring compliance with the applicable provisions.

6.2 Materials Stream Composition

The Partners understand and agree that effective and efficient operation of the Facility requires understanding and anticipating the current and anticipated future composition of waste streams of each Partner. The Partners shall develop a protocol for conducting future MSW, Organics, and Recyclables composition studies and analyses to ensure compliance with applicable regulatory requirements or as deemed advisable by the Partners, and for the purpose of allocating Recyclables sales revenues between the Partners as set forth in Section 10.5. The cost of joint studies shall be paid by the Parties proportionally, based on the relative amount of delivered tons of each waste stream. For purposes of this MOU, any change to tonnage or composition shall be measured against the prior year's tonnage, or the most recent composition study. The Partners may at any time agree to modify Exhibit C Material Composition and Diversion, in which case the Managing Partner shall provide each Partner with an amended Exhibit C Material Composition and Diversion, which shall become part of this Agreement without further written amendment.

6.3 Diversion Goals

The Managing Partner shall operate the Facility to achieve the Diversion Goal specified in Exhibit C Material Composition and Diversion and as provided under the terms of this MOU. The Diversion Goal may be modified by mutual agreement of the Partners, in which case the Managing Partner shall provide each Partner with an amended Exhibit C Material Composition and Diversion which shall become part of this Agreement without further written amendment.

6.4 Changes in Material Streams and Tonnages

In the event that a Partner wishes to implement a new collection program or alter an existing program such that the composition or tonnage of delivered material may change, that Partner shall inform the

other Partners no less than six (6) months prior to the planned implementation date for the change. The Partners shall collectively determine the impact on all Partners and will work in good faith to identify an equitable solution. If, after the Effective Date, a Partner wishes to deliver less than all of a given waste stream to the Facility, that Partner shall inform the other Partners no less than six (6) months prior to the planned implementation date for the change. The Partners shall collectively determine the impact, and modify Tip Fees as necessary to ensure that any change in the net cost of operating the Facility is paid by the Partner reducing its delivery.

7. Operator

7.1 Operator Agreement

The Managing Partner may, in its reasonable discretion, contract with a third-party Operator to operate the Facility on its behalf, as set forth in the Operator Agreement. The Managing Partner shall oversee the Operator and administer the Operator Agreement. The Operator Agreement shall be consistent with the terms of this MOU and should ensure alignment of Operator's performance with Partner goals, including a clear connection between the financial responsibilities and Diversion expectations of the Partners, and those of the Operator.

7.2 Operator Procurement

For any new or extended Operator Agreement executed after the Effective Date, the Partners shall meet and confer to identify the process for Operator procurement, including the benefits of a competitive or single source procurement and length of term, the timely review of any draft requests for proposals and draft Operator Agreements by the Partners, and the participation of Partner representatives in proposal evaluations. The selection of the Operator and the terms of any final Operator Agreement shall be determined by the Managing Partner in a manner consistent with the agreed procurement process. Notwithstanding the foregoing and subject to future Partner discussion, the Partners anticipate that all amended or new Operator Agreements will address the following:

- (a) Provision of financial incentives and/or disincentives that motivate Operator performance to meet Partner goals for the amount, percentage, and/or timing of Diversion of specific material streams or other performance incentives. The Partners anticipate that Recyclables revenue incentive(s), if any, will be based on achieving defined percentages of specified benchmark commodity indices and/or sale prices, rather than as a direct share of Recyclable revenues.
- (b) How the Operator will or will not be compensated for typical and atypical variations in tonnage delivered to the Facility. Further, the Operator Agreement should include, if feasible, other means for reducing risk of unanticipated Operator expenses. The Operator Agreement should reward efficiency, require Operator flexibility in accommodating Partner needs in a timely manner, and reward Operator-suggested innovations that reduce cost or increase efficiency and that are approved by the Partners, as set forth in the MOU.
- (c) In addition to general compliance with applicable law, Operator activities related to SB 1383 compliance, including but not limited to meeting recovery targets, conduct of and/or coordination with parties conducting composition studies, data tracking and reporting, and other matters requested by the Partners.

- (d) Specification of Operator responsibility for the impacts and costs related to Operator's labor unrest, including strike, work stoppage, slowdown, sick out, picketing, or other concerted job action.

7.3 Operator Compensation

The Operator shall be compensated for services as set forth in the Operator Agreement, including whether and how compensation may be paid out of reserve funds as identified in Section 10.1.

8. Other Third-Party Agreements

8.1 Ancillary Programs by One or More Partners

With prior consultation with other Partners, the Managing Partner may take the lead role in procuring agreements with third parties for waste-related services at the Facility to be used by one or more Partners. Each Partner may, but is not required to, participate in such programs and agreements and shall pay its proportional cost of participating, which shall be detailed in such agreement. The Tip Fee shall be adjusted as necessary to account for such program.

8.2 Sole Managing Partner Programs

With prior written notice to the other Partners, the Managing Partner may execute third-party agreements for waste-related services at the Facility or that impact the Facility, that are for the sole benefit of the Managing Partner, and that do not affect the other Partners' use of the Facility or cost of doing so. The Managing Partner shall be solely responsible for all costs of such programs.

8.3 Sole Other Partner Programs

With prior written notice to the other Partners, a Partner, other than the Managing Partner, may execute third-party agreements for waste-related services at the Facility or that impact the Facility, that are for the sole benefit of the Partner, and that do not affect the other Partners' use of the Facility or costs of doing so. Upon request, the Managing Partner may assist in the negotiation and administration of such agreements to the extent feasible, given other commitments and with reasonable compensation for the Managing Partner's ongoing management, which shall be set forth in an agreement between such Partner(s) and the Managing Partner.

8.4 Notice to Other Partners of Impacts

Each Partner shall provide the other Partners with at least ninety (90) days' advance written notice of any material change to a third-party agreement, subject to this Section or of a Partner's intent to negotiate or implement new or modified terms to any third-party agreement that could have a direct or indirect impact on the Facility, Operator, or other Partners.

8.5 Disposal Agreements

During the term of this MOU, and except as otherwise agreed to by the parties, each Partner shall execute and maintain an agreement with the Landfill or with the Managing Partner to permit the Disposal of MSW and Residue at the Landfill. In all cases, such disposal agreements shall not conflict with this MOU.

9. Other Facility Users

The Managing Partner shall not permit any third party, excluding Haulers or those exercising Self-Haul, to transport waste materials to the Facility except as permitted in this Section.

9.1 New or Additional Partners

With the consent, which may not be unreasonably withheld, of the other Partner, or one additional Partner if there are two or more Partners other than the Managing Partner, the Managing Partner may execute agreements with other public agencies to become Partners to the MOU with no adverse financial or operational impacts to existing Partners, unless otherwise agreed. The Managing Partner may develop a template agreement to add new Partners for prior review and approval by the existing Partners. Upon development and approval of such template, the Managing Partner may execute the template with any new Partner, subject to compliance with the California Environmental Quality Act (CEQA) and other applicable law(s).

9.2 Merchant Users

With mutual agreement of the other Partners, which may not be unreasonably withheld, if the sale does not have an adverse financial or operational impact on the other Partners, unless otherwise agreed, the Managing Partner may offer excess capacity in the Facility for any waste stream to a third-party merchant user, who may be a solid waste hauler or public agency. Such sales shall not affect the capacities provided to each Partner in Exhibit B Material Streams. The Managing Partner may develop a template agreement to offer excess capacity to merchant users for prior review and approval of the other Partners. Upon development and approval of such template, the Managing Partner may execute the template with any merchant user, subject to compliance with the California Environmental Quality Act (CEQA) and other applicable law(s).

10. Financial Provisions

10.1 General Provisions

Except as otherwise provided in this MOU, the Partners shall be responsible for all costs of operating the Facility in those proportions, as set forth in Exhibit F Partner Payments. The Partners understand and agree that the Managing Partner shall be entitled to recover all direct and indirect costs of operating the Facility incurred under this MOU, as set forth in Exhibit F Partner Payments. The Managing Partner shall prepare annual budgets, reserve targets, capital replacement schedules, and other planning documents necessary to operate the Facility in coordination with the Partners. The Managing Partner shall notify the other Partners as soon as reasonably possible if it incurs an unbudgeted single expense of Fifty Thousand Dollars (\$50,000) or more and whether reserve funds are planned to be utilized to cover such unbudgeted expense. The Managing Partner shall accurately account for all revenues and costs related to the Facility. Without limiting the foregoing, the Managing Partner shall establish and maintain the following funds:

- (a) **SMaRT Station Enterprise Fund.** The SMaRT Station Enterprise Fund shall be used for allocating net costs of the Facility to Partners and which shall have a net zero balance at the end of each fiscal year.
- (b) **Capital Reserve Fund.** The Capital Reserve Fund shall be used for those purposes set forth in Section 2.2 and subject to the guidelines set forth in Exhibit I Reserve Guidelines. The Managing Partner, in coordination with the Partners, shall determine whether any changes to the appropriate amount of the Capital Reserve Fund are required as part of the annual budget process and are consistent with adopted reserve policies, as they may be amended by Managing Partner in consultation with the Partners. At the termination of this MOU or upon early termination by Partner, as described in Section 3.5, any excess funds in the Capital Reserve Fund shall be returned to the Partners in proportion to their initial contribution.

- (c) **Equipment Maintenance/Replacement Reserve Fund.** The Equipment Maintenance/Replacement Reserve Fund shall be utilized to pay for any anticipated equipment maintenance and replacement expenses for the Facility, subject to the guidelines set forth in Exhibit I Reserve Guidelines. The Managing Partner may accumulate funds in the Equipment Maintenance/Replacement Reserve Fund to pay for anticipated expenses in future fiscal years, as deemed appropriate. The Managing Partner, in coordination with the Partners, shall determine whether any changes to the appropriate amount of the Equipment Maintenance/Replacement Reserve Fund are required as part of the annual budget process and are consistent with adopted reserve policies, as they may be amended by Managing Partner in consultation with the Partners. At the termination of this MOU or upon early termination by Partner as described in Section 3.5, provided all applicable debts and obligations under the MOU have been satisfied, any unspent funds in the Equipment Maintenance/Replacement Reserve Fund shall be returned to the Partners in proportion to their initial contribution.

The Partners acknowledge the probable need to replace equipment or make capital improvements during the term of the MOU (“deferred replacement”). The exact nature and timing of which, are not known as of the Effective Date. Deferred replacements shall provide for a ten-year recovery of equipment costs and a fifteen (15) year recovery of capital improvement costs. Such projected expenditures shall be reviewed in advance by the Partners, as part of the annual budgeting process provided for the Capital Reserve Fund and the Equipment Maintenance/Replacement Reserve Fund, as described in subsections (b) and (c) above. Upon termination of the MOU at the end of the base term or an extension, or Partner exercise of early withdrawal rights as provided in Section 3.5, the applicable Partner(s), other than the Managing Partner, shall owe a prorated portion of their total share of such agreed costs, as shown in the examples contained in the following table.

Example	Calendar Year Deferred Replacement Cost is Incurred	Length of MOU Term	Remaining Length of MOU Term (Years)	Remaining Length of MOU Term (%)	Partner Obligation (\$)
1.	12 th year	15 years	3 years	20.0% (3 years /15 years)	20.0% of Partner’s full share of cost
2.	12 th year	18 years (includes a 3-year extension)	6 years	33.3% (6 years /18 years)	33.3% of Partner’s full share of cost

10.2 Pre-Commencement Period

Consistent with Section 4, the Managing Partner may incur costs for the Planned Capital Improvements during the Pre-Commencement Period and provided that it notifies the Partners prior to doing so. The Partners will endeavor to recover all costs of the Planned Capital Improvements through an applicable debt or similar financings and paid over time through debt service components of the Tip Fees. However, in the event the Managing Partner identifies the need to incur additional costs that are not included in such financing and that exceed fifty thousand dollars (\$50,000), the Managing Partner will promptly notify and discuss such need with the Partners and will consider any reasonable alternative to minimize or eliminate the need to incur the cost. Managing Partner may provide an invoice for Partner’s share of such

costs to the other Partners, which shall be paid within ninety (90) days of receipt. Partner's share of such costs shall be allocated on the same basis, as provided in Exhibit F Partner Payments, for debt service.

10.3 Tip Fees

All Partners shall pay the Managing Partner a Tip Fee for each ton of each delivered stream. Exhibit F Partner Payments specifies the initial Tip Fees for each delivered stream as of January 1, 2022, provided that the initial Tip Fees shall be adjusted on July 1, 2021, as provided in subsection (d) below, to reflect changes in the cost of living since the Effective Date. Exhibit F Partner Payments outlines the components of cost, specifies whether such costs are fixed or variable, and defines the method of allocation to Tip Fees. Cost components include Operator compensation, Managing Partner annual budget, debt service, transfer and transport (as applicable), third party processing, Disposal, Host Fee, Land Rent, and reserves. Tip Fees include the cost of services to Partners' residents provided for in Section 5.5.

- (a) In addition to the above, if a program or function is established to benefit one Partner or a subset of Partners, the Tip Fee for such Partners shall be adjusted to fully recover all direct and indirect costs of such program or function from the participating Partners.
- (b) Tip Fees shall be adjusted annually on July 1 as part of the Facility's annual budget process and as determined by the Partners. Exhibit F Partner Payments outlines the process for adjusting the Tip Fees.
- (c) The Tip Fee paid by Partners shall include the Host Fee, which shall be paid to and retained by the Managing Partner for use for any lawful purpose. Exhibit F Partner Payments specifies the initial Host Fee for each delivered stream as of January 1, 2022, provided that the initial Host Fee shall be adjusted on July 1, 2021 and each July 1 thereafter to reflect changes in the San Francisco-Oakland-Hayward Metropolitan Area Consumer Price Index (All Urban Consumers), which is calculated based on the annual change in the index from December of the prior year. In the event that this index is no longer calculated by the Bureau of Labor Statistics, the Partners shall use the successor index or other index that most closely resembles the All Urban Consumers index.
- (d) The Tip Fee paid by the Partners shall include Land Rent. Exhibit F Partner Payments specifies the initial Land Rent to be applied to each delivered stream as of January 1, 2022, provided that the initial Land Rent shall be adjusted on July 1, 2021 and each July 1 thereafter to reflect changes in the San Francisco-Oakland-Hayward Metropolitan Area Consumer Price Index (All Urban Consumers), which is calculated based on the annual change in the index from December of the prior year. In the event that this index is no longer calculated by the Bureau of Labor Statistics, the Partners shall use the successor index or other index that most closely resembles the All Urban Consumers index.

Land Rent is allocated to each of the Partners in proportion to their relative use of the total overall permitted capacity of the Facility (tons per day), as specified by the Facility's State solid waste facility permit. The initial Land Rent (\$/ton) was calculated in this manner:

- Total FY 2021-22 land rent for all Partners = \$822,608
- Permitted capacity of the Facility = 1,500 tons per day
- Operating days per year = 260
- Permitted tons per year = 260 x 1,500 = 390,000

- Land Rent per Ton = $\$822,608 / 390,000 = \2.11

By way of example, if the City of Mountain View delivered 52,000 tons to the Facility in a year (all streams excluding Self Haul) then it would pay a total of \$109,720 for that year in Land Rent (52,000 x \$2.11) as the Tip Fee.

- (e) In the event that the permitted capacity of the Facility is increased or decreased, the Land Rent shall be reallocated based upon the revised capacity, with the reallocated Land Rent (\$/ton) becoming effective on the effective date of the permit revision. To calculate this reallocated Land Rent, the total annual Land Rent would be divided by the revised annual permitted capacity, as above. The total Land Rent to be used in the reallocation would be equal to \$822,608 adjusted on July 1, 2021 and each July 1 thereafter to reflect changes in the San Francisco-Oakland-Hayward Metropolitan Area Consumer Price Index (All Urban Consumers), which is calculated based on the annual change in the index from December of the prior year. In the event that this index is no longer calculated by the Bureau of Labor Statistics, the Partners shall use the successor index or other index that most closely resembles the All Urban Consumers index. Land Rent may be used by the Managing Partner for any lawful purpose.

10.4 Gate Rates

Any person or entity utilizing Self-Haul shall pay the Operator on behalf of the Managing Partner a Gate Rate for all delivered materials at the Facility. Whether calculated on a weight or volume basis, the Gate Rate shall include the Host Fee and Land Rent. Revenues received from the Gate Rate, excepting the Host Fee and Land Rent, shall be utilized to offset costs of operating the Facility. Revenues from Gate Rates may be shared with the Operator to the extent provided in the Operator Agreement.

10.5 Recyclables Revenue Distribution

The Partners shall retain the proceeds from the sale of all Recyclables, as set forth in Exhibit F Partner Payments. The Partners shall conduct Recyclables composition studies for the purpose of allocating Recyclables sales revenues between the Partners, as provided in Section 6.2 and Exhibit C Material Composition and Diversion, and at the frequency specified in Exhibit C Material Composition and Diversion. The Partners may at any time agree to modify such frequency, in which case the Managing Partner shall provide each Partner with an amended Exhibit C Material Composition and Diversion, which shall become part of this Agreement without further written amendment.

10.6 Annual Reconciliation

The Managing Partner will develop detailed procedures for conducting annual reconciliations to ensure allocation of costs and revenues between the Partners as provided in this MOU. The Managing Partner shall develop proposed procedures for Partner review by October 1, 2021, with the intent of the completing adoption of the procedures by the Commencement Date.

10.7 Invoices

The Partners shall pay the Operator or Managing Partner, as directed by Managing Partner, all Tip Fees and other costs within sixty (60) days of receipt of an invoice.

10.8 Financial Procedures and Protocols

The Partners shall adopt and amend procedures and protocols to implement the financial provisions of the MOU consistent with its terms and the identified goals. Any dispute regarding the development or implementation of the procedures shall be subject to Section 13.

11.Coordination, Record Keeping, and Reporting

11.1 Coordination

- (a) Each Partner shall appoint one staff person to act as its representative. This individual shall be designated with written notice to the other Partner(s). Each Partner shall further ensure that its City Manager, Public Works Director or department director responsible for solid waste activities, and similar senior staff, as determined by each Partner, are available for Facility coordination and discussion as necessary.
- (b) The Managing Partner shall coordinate and host quarterly meetings between the Partners regarding Facility operation and other matters subject to this MOU. The Managing Partner shall provide summary notes of such meetings to the Partners within ten (10) days of each meeting, and the Partners shall notify the Managing Partner within twenty (20) days of each meeting of any issues or concerns regarding the summary notes.
- (c) The Partners shall endeavor to participate in monthly or similar interval meetings or conference calls to discuss Facility operation and other matters subject to this MOU.
- (d) Without limiting the foregoing, the Managing Partner shall ensure that the Partners remain aware of pending or potential operational changes to the Facility or to collection programs that may directly or indirectly impact other Partners. Other Partners shall provide similar notifications regarding their efforts.

11.2 Record Keeping and Reporting

The Managing Partner shall prepare and distribute reports regarding the Facility, its operations, and finances to the Partners. Such reports shall include the following:

- (a) As more particularly set forth in Exhibit E Reporting by Managing Partner, the Managing Partner shall collect and track relevant financial and operational data, modified as necessary to facilitate tracking of cost centers, and to set, manage and adjust Operator compensation and Tip Fees. Reporting materials will be checked for accuracy prior to release to the Partners.
- (b) The Managing Partner shall provide annual and semi-annual reports regarding Facility operations to the Partners.
- (c) The Managing Partner shall prepare and circulate an end of year financial report, audited by a third party, which describes all relevant financial information regarding Facility operation to ensure the accuracy of the data and other financial matters. The data used to prepare such report shall be available to Partners in sufficient detail to permit auditing by any Partner.

12.Risk Allocation

12.1 General

Each Partner shall indemnify, defend, and hold the other Partners, their officers, officials, agents, employees and volunteers harmless from all claims, suits or actions of every name, kind and description, including but not limited to reasonable attorney's fees and other costs of defense, arising from or relating to the acts or omissions of the Partner, its officers, agents, employees or volunteers except to the extent such claims, suits, or actions arise from or relate to the actions or omissions of any other Partner, its officers, agents, employees or volunteers.

In the event of concurrent negligence of two or more Partners, their officers, officials, agents, or employees, the liability for any and all claims, suits or actions of every name, kind and description arising out of this MOU shall be apportioned between the Partners under the established California rules of comparative negligence with each party bearing its own attorneys' fees and costs.

12.2 Force Majeure

If any Partner is prevented, in whole or in part, from carrying out this MOU due to a Force Majeure, then any Partner may reduce or cease performance of the MOU as necessary to respond to such event of Force Majeure. Within thirty (30) days of any Partner declaring a Force Majeure, the Partners shall meet and confer to determine the impact and duration of the event and any reasonable steps that can be taken by the Partners to mitigate or reduce the impact of the Force Majeure. In addition, in all cases and notwithstanding any Force Majeure, each Partner shall continue to pay its share of any fixed costs, included in the Tip Fees, upon request of the Managing Partner.

12.3 Rates and Fee Challenges

Each Partner shall ensure that any solid waste rates charged by each Hauler or Partner include sufficient revenues to pay the Tip Fees and any other processing and Disposal costs.

13.Dispute Resolution

The Partners shall attempt to informally meet and confer regarding any dispute regarding the interpretation of this MOU, which shall include discussions between appropriate executive staff of the Partners including department directors, and city managers as necessary. If such discussions are unable to resolve the dispute, the Partners may agree to mediation or other non-binding dispute resolution process, provided that disputes regarding financial, accounting, budgeting, or cost matters shall be decided by binding arbitration. The Partners shall equally split the cost of any mediation, arbitration, or other dispute resolution and shall bear their attorneys' fees and costs.

14.Miscellaneous

14.1 Notice

During the term of this MOU, all notices shall be made in writing and either served personally, sent by first class mail, or sent by email, provided confirmation of delivery is obtained at the time of email transmission.

Notices to Sunnyvale shall be sent to the attention of the "Solid Waste Program Manager. Notices to Mountain View shall be sent to the attention of the Assistant Public Works Director. In the event either of

these positions is vacant, notices to Sunnyvale shall be sent to the attention of the Environmental Services Director and notices to Mountain View shall be sent to the attention of the Public Works Director.

Any Partner may change the address to which notice is to be given by providing the other Partners with written notice of such change at least fifteen (15) days prior to the effective date of the change.

Service of notices shall be deemed complete on the date of receipt if personally served or if served using email provided confirmation of delivery is obtained at the time of email transmission. Service of notices sent by first class mail shall be deemed complete on the fifth (5th) day following deposit in the United States mail.

14.2 Governing Law

This MOU shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California.

14.3 Exhibits

The exhibits attached to this MOU are incorporated by this reference.

14.4 Amendment

This MOU may only be amended in writing signed by all Partners, and any purported amendment shall be of no force or effect.

14.5 Entire Agreement

This MOU constitutes the entire agreement between the Partners and supersedes all prior negotiations, representations, or agreements, whether written or oral. Notwithstanding the foregoing, the Current MOU shall remain in effect during the Pre-Commencement Period, subject to the applicable provisions of this MOU. Any breach of the Current MOU during such time period shall also be a breach of this MOU. Upon the Commencement Date, this MOU shall supersede the Current MOU.

14.6 Warranties

The person signing this MOU on behalf of a Partner is authorized to do so. All procedural and other preconditions to the effectiveness of this MOU have been satisfied. There is no litigation pending or threatened that would materially impact a Partner's ability to enter into or perform this MOU.

14.7 Drafting

The Partners acknowledge that the terms of this MOU were negotiated and drafted by the Partners with the assistance of counsel. Accordingly, any rule of construction to the effect that any ambiguity is to be construed against the drafting party shall not apply to the interpretation of this MOU.

14.8 Severability

If for any reason any provision of this MOU is determined to be invalid, unenforceable or contrary to any existing or future law to any extent, such provision shall be enforced to the extent permissible under the law and such invalidity, unenforceability or illegality shall not impair the operation of or otherwise affect those portions of this MOU which are valid, enforceable and legal.

**SIGNATURE PAGE FOR NEW MEMORANDUM OF UNDERSTANDING
Among the Cities of Mountain View and Sunnyvale Relating to the Operation of a Materials Recovery
and Transfer Station**

IN WITNESS WHEREOF, the Parties hereto have executed this agreement in duplicate on the day
and year first above written.

**CITY OF MOUNTAIN VIEW,
a chartered municipal corporation**

By: _____
City Manager

By: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

**CITY OF SUNNYVALE,
a chartered municipal corporation**

By: _____
Kent Steffens, City Manager

APPROVED AS TO FORM:

John A. Nagel, City Attorney

EXHIBIT A

MATERIAL DELIVERY

Delivery of Materials

Partner Designated Hauler deliveries:

Monday-Friday 5am-5pm (and Saturday's following a holiday which falls on a weekday)

Saturday 8am-3pm

Facility Closed: January 1, the Fourth Thursday in November, December 25 ("Holidays")

Public Haul and Resident Services:

Daily 8am-5pm (except Holidays)

Buyback and Drop-off Center

Daily 8am-5pm (except Holidays)*

* Certain drop-off materials may be limited to Monday-Friday by Operator, as approved by Managing Partner with notice to Partners

Facility Operational Requirements:

Partner Designated Haulers shall follow the materials delivery protocol and policies as directed by the Operator, including but not limited to; "SMaRT Station - GENERAL SAFE OPERATION & COMPLIANCE POLICY for HAULERS"; Load check procedures; and any other standards or procedures that may be adopted in the future by the Operator to ensure safety and compliance at the Facility.

Source References:

SMaRT Operating Agreement Section 3.3

Solid Waste Facilities Permit (CalRecycle) 43-AA-0009; Transfer Processing Report

Bay Counties Waste Services: SMaRT Station General Safe Operation & Compliance Policy for Haulers (7/15/2013)

City of Sunnyvale Conditional Use Permit

EXHIBIT B

MATERIAL STREAMS

Tonnage by Stream	Sunnyvale		Mountain View		Total
MSW	72,784	62%	45,111	38%	117,894.32
Dual Stream Recycling	10,087	63%	5,835	37%	15,921.52
Single Stream Recycling (OCC)	4,266	100%	0	0%	4,265.59
Mixed Organics	0	0%	0	0%	0.00
Food Only	7,690	100%	0	0%	7,690.01
Clean Green	14,201	92%	1,316	8%	15,516.89
Public Haul	15,619	87%	2,367	13%	17,985.90
C&D	13,198	100%	0	0%	13,198.49
Loose Roll-Off	8,977	100%	0	0%	8,977.16
City of Sunnyvale Water Dept. - Clean dirt spoils	2,911	100%	0	0%	2,911.19
Specialty Collected -Source Separated Concrete	314	100%	0	0%	314.02
Sunnyvale Extra Dump	2,785	100%	0	0%	2,785.39
Totals	152,832		54,628		207,460.48

As referenced in Section 6.1 Initial Tonnage.

EXHIBIT C

MATERIAL COMPOSITION AND DIVERSION

Material Composition

In accordance with Section 6.2 of the MOU Dual-Stream characterization studies will be performed every other year by the SMaRT Station Operator. Partners may request a characterization outside of this cycle, but not more frequently than every 6 months. These characterizations shall form the basis for the allocation of revenues from the sale of source-separated recyclables delivered from Partner collection programs.

Dual-Stream Characterization (2019*, Performed by SMaRT Operator, Bay Counties Waste Services)

Diversion

Goal - 39.2% of incoming MSW

Method for Calculating Diversion Percentage

A = Tons of Municipal Solid Waste coming into the SMaRT Station. *Note: Municipal Solid Waste does not include source-separated organics, source-separated curbside materials, source-separated C&D materials such as concrete, dirt and metals and materials delivered to the Buyback/Dropoff Center.

B = Tons of Municipal Solid Waste placed in transfer trucks and hauled to the Kirby Canyon Landfill for disposal.

C = Percent of incoming Municipal Solid Waste diverted.

$$A-B/A = C$$

The following example shows how this formula will be used to calculate the diversion level achieved:

A = 200,000 tons

B = 145,000 tons

200,000 tons – 145,000 tons / 200,000 tons = 27.5% diverted

EXHIBIT D

CAPITAL IMPROVEMENTS

SMaRT Next Gen Refurbishment Overview

March 19, 2021

The refurbishment of the SMaRT Station is intended to consist of a variety of upgrades and improvements to meet the following overall goals:

- Replace worn or near end-of-life equipment and systems.
- Improve functionality for efficiency and enhanced recovery/diversion.
- Increase diversion to meet various long-term goals such as Climate Action Plans and Zero Waste Goals.
- Increase recovery of organics by way of recovery of MRF fines and compostable paper to improve compliance with regulatory requirements.
- Enhance automation or mechanical recovery systems where labor conditions or labor cost savings could be realized.
- Refurbish or replace worn or antiquated building and/or site features.

These goals are exhibited in the following improvements per the respective systems:

Mixed Waste System

- Add equipment where current equipment is lacking or where an overall improvement of the system can be achieved. A specific example is the addition of a size reducer/shredder, metering equipment either upfront or along the mixed waste processing line such that more bags are opened and their contents liberated for the remainder of the system to function more efficiently.
- Add a series of recovery system to increase diversion, both to reach the respective jurisdictions Climate Action Plans, Zero Waste Goals, as well as to aid in the requirements of new state mandates requiring elevated levels of organics diversion. These improvements are envisioned to increase the recovery of MRF fines as well as compostable paper from the mixed waste stream.
- Add automation or mechanical systems where either enhancements in the quality or quantity of recovered commodities or reductions in labor or maintenance force can realize a net benefit over time.
- Replace worn aged equipment that is either near the end of its useful life
- Anticipating the replacement of additional equipment that has additional useful life but is likely to reach the end of its useful life within the period of the Agreement.

Curbside System

Given the age and condition of the current curbside processing system, improvements include a partial renovation of the dual stream processing line to enable the system to function more efficiently and to be prepared to operate with fewer operational break downs, and allow for a reduction in staff on the sorting line. The improvements include:

EXHIBIT D

CAPITAL IMPROVEMENTS

- Reconfiguring the bunkers and infeed system to improve functionality.
- Adding equipment to improve material sizing and separation, automation, and overall functionality.
- Adding optical sorters and related equipment to reduce reliance on manual labor.
- Replacing or refurbishing the byproduct management system to improve functionality.

Transfer Station

- Replace or add a new compactor to relieve the ongoing reliance of the original compactor installed in 1994.
- Repair and or upgrade sitework features such as pavement, concrete, drainage, etc.
- Upgrade or repair features in the Transfer Station building such as worn tipping floor, dust suppression misting improvements, additional enclosures, etc.
- Replace or upgrade worn features as identified in the Infrastructure Condition Assessment Program (ICAP) analysis which evaluated the condition of the Sunnyvale SMaRT Station buildings, site and infrastructure by preparing a prioritization of work requirements and developing short and long-term work plans using the ICAP application. A portion of the improvements are envisioned to be included in the initial refurbishment of the facility and the remainder are identified as deferred improvements that are likely to be required in later years of the Agreement.

Wood and Green Waste System

- If required by the BAAQMD, add misting to reduce particulate matter and odors from this process.

Food Waste System

- If required by the BAAQMD, add enclosures and possibly a foul air treatment system. Please note that this system is only used by the City of Sunnyvale. Consequently, no costs for this improvement are included in this Schedule.

Construction and Demolition System

- If deemed necessary by Sunnyvale, add a Construction and Demolition (C&D) sorting line to the facility. Please note that this system is only used by the City of Sunnyvale. Consequently, no costs for this improvement are included in this Schedule.

EXHIBIT D

CAPITAL IMPROVEMENTS

Mixed Waste MRF Equipment	Cost
New bag opening, size reduction and metering equipment	\$1,200,000
Additional screening of the residue line to recover fines	\$3,000,000
Additional optical sorters and screens to recover compostable paper	\$3,000,000
Replace aged equipment	\$2,500,000
Subtotal Mixed Waste MRF Equipment upgrades	\$9,700,000

Curbside Equipment Upgrades	Cost
Revise infeed with added container bunker	\$1,700,000
Improved screening (OCC and glass)	\$2,350,000
Optical/robotic on container line	\$1,500,000
Subtotal Curbside Equipment Upgrades	\$5,550,000

Summation of Mixed Waste MRF and Curbside Equipment	Cost
Total Processing Equipment	\$15,250,000
Contingency and soft cost (10% contingency, 5% design)	\$2,288,000
Total MRF Equipment	\$17,538,000
Annualized Cost (3% interest, 10 year amortization period, nearest \$1,000)	\$2,056,000

Transfer Station Building Repairs/Improvements	Cost
New Compactor and Infeed Conveyor	\$2,900,000
Sitework	\$890,000
Building Improvements	\$1,480,000
Building Repairs (from ICAP assessment)	\$3,610,000
Subtotal Building and Transfer improvements	\$8,880,000
Contingency /Soft Costs (15% contingency, 12% design, permitting and CM)	\$2,398,000
Subtotal Building and Transfer improvements	\$11,278,000
Annualized Cost (3% interest, 20 year amortization period, nearest \$1,000)	\$759,000

Total Equipment and Building Improvements	Cost
Sum of Equipment and Building Improvements	\$24,130,000
Sum of Contingency/Soft Costs	\$4,686,000
Total Capital Cost	\$28,816,000
Sum of Annualized Equipment and Capital Cost	\$2,815,000

EXHIBIT D

CAPITAL IMPROVEMENTS

Future Deferred Costs

Deferred ICAP Building Repairs - 20 years	Cost
Remainder of Building Repairs deferred to future years	\$8,202,000
2021 Present Value of deferred improvements (3% discount rate, 20 year period, nearest \$1,000)	\$4,541,000
Amortized Cost of Deferred Building Repairs (assuming 3% interest, 20 year amortization period, nearest \$1,000)	\$306,000

Deferred Replacement of Equipment - 20 years	Cost
Replacement of 44 pieces of mixed waste processing equipment with end of life likely within agreement term	\$6,060,000
2021 Present Value of deferred equipment improvements (3% discount rate, 20 year period, nearest \$1,000)	\$3,355,000
Amortized Cost of Deferred Equipment Replacement (3% interest, 20 year amortization period, nearest \$1,000)	\$226,000

EXHIBIT D

CAPITAL IMPROVEMENTS

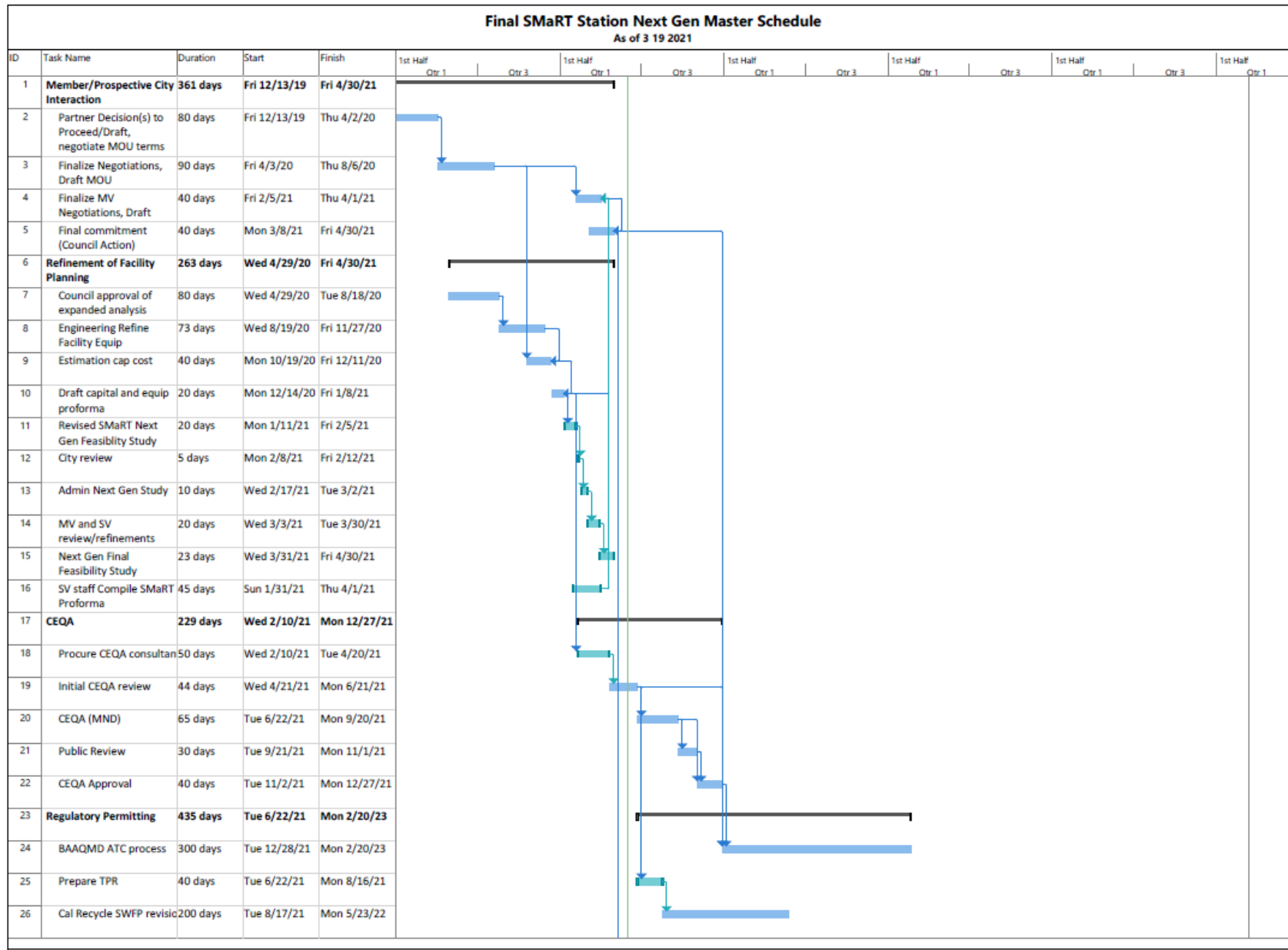


EXHIBIT D

CAPITAL IMPROVEMENTS

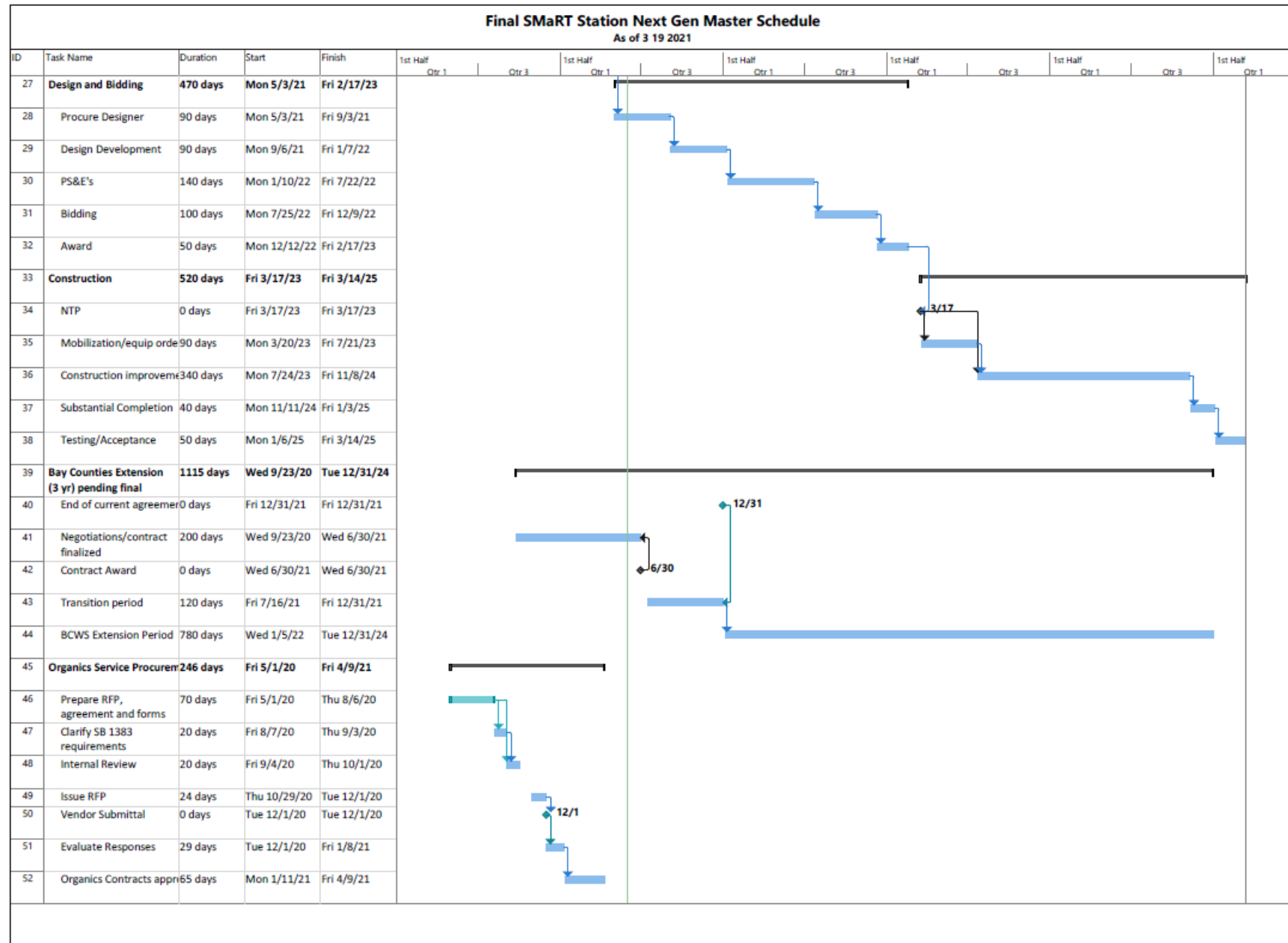


EXHIBIT E

REPORTING BY MANAGING PARTNER

Description	Frequency	Date Due	Partner Payment Dates	Notes
Budget (Operating, Capital)	Annual	March 15	NA	
Mid-Year Budget Analysis	Annual	March 15	NA	
Quarterly Billings to Cities - Operating/Capital	Quarterly	March 15, June 15, September 15, December 15	May 15, July 15, November 15, January 15	
Debt Service Billings	TBD - As Required to fulfill debt obligations	TBD - As Required to fulfill debt obligations	TBD - As Required to fulfill debt obligations	
Capital Improvement Costs Incurred (Not included in Debt Financing)	As Needed	As Needed	Due within 90 days of billing	
Operating Fund Reconciliation (True-up)	Annual	September 15	NA	3rd Party Audited
Reconciliation/True-Up Billing	Annual	September 15	NA	3rd Party Audited
Monthly Tonnage Report	Monthly	45 days after month end	NA	Include Example worksheet
Partner Updates	Quarterly	Date of Quarterly Meeting	NA	
Summary Notes - Quarterly Meetings	Quarterly	Within 10 days of Meeting	NA	
Solid Waste Facilities Permit - Inspections	Monthly	Upon receipt from LEA	NA	
CalRecycle Data - Calendar year for EAR	Annual	May 15	NA	CalRecycle EAR Due August for CY

EXHIBIT F PARTNER PAYMENTS

Cost Subset	Cost Component	Fixed/Variable	Origin	Allocation Methodology	Method of Adjustment
Operator Compensation	SMaRT Operator Payment	Fixed	Operator Agreement	Direct to System per BCWS Proposal	In accordance with Operating Agreement.
Managing Partner Costs	Spare Parts Reimbursement	Fixed	Direct Reimbursement to Operator	Direct to System - Parts Replaced	Actual Costs
	Salaries and Benefits	Fixed	Paid by Managing Partner	Indirect Cost Allocation	Actual Costs
	Other Contract Admin	Fixed	Pass through to Operator & Paid by Managing Partner	Indirect Cost Allocation	Actual Costs
	Professional Services	Fixed	Pass through to Operator & Paid by Managing Partner	Indirect Cost Allocation	Actual Costs
	Legal Services	Fixed	Paid by Managing Partner	Indirect Cost Allocation	Actual Costs
	Hazardous Waste Disposal	Variable	Direct Reimbursement to Operator	Indirect Cost Allocation	Actual Costs
	Office Rental by SV	Fixed	Credit to Partners - Paid by Sunnyvale Solid Waste Program	Indirect Cost Allocation	CPI
Debt Service	Debt Service	Fixed	Paid by Managing Partner	By System Impvs - Fixed Annual Debt Payments	Fixed over term - Per Debt Service Schedule
Third-Party Tip Fees	Third-Party Tip Fees	Variable	Paid by Managing Partner	Direct to System - Tons delivered to 3rd Party Processors	In accordance with 3rd Party agreements.
Landfill Disposal Fees	Landfill Disposal Fees	Variable	Paid by Managing Partner	Per Ton - After Diversion percentage (initially shown on Costing Model Input Tab)	In accordance with 3rd Party agreements
Host Fees	Host Fee	Variable	Paid by Managing Partner to Sunnyvale General Fund	Per Incoming Ton - By System \$3.96/ton	CPI
Land Rent	Land Rent	Fixed	Paid by Managing Partner to Sunnyvale General Fund	Based on Capacity \$2.11/ton	CPI
Capital Replacement Fund	Capital Replacement Fund	Fixed	Paid by Partners - Fund maintained by Managing Partner	By System - Percentage Allocation tons by system	In accordance with Reserve Fund terms
Revenues	Curbside Revenues - Retained by Partners	Variable	Paid to Partners by Operator	Composition Study	Actual Revenues
	MRF Revenues - Retained by Partners	Variable	Paid to Partners by Operator	MRF Tons Inbound Ratio	Actual Revenues
	Gate Fee Credit (total collected minus amount retained by Operator)	Variable	Paid to Partners by Operator	By inbound Public Haul Ratio	Actual Revenues

EXHIBIT F PARTNER PAYMENTS

New/Future costs not listed above

As agreed upon between partners

Cost Per Ton	
Stream	Per Ton: 1/1/2022 Projection ⁽¹⁾
3a MSW	\$ 160.06
3b REC Dual	\$ 230.97
3e Food	\$ 131.07
3f Clean Green	\$ 105.40
3h C&D	\$ 105.70
3g Public Haul	\$ 161.13

Indirect Cost Allocation	
Stream	Percent
3a MSW	55.46%
3b REC Dual	16.22%
3e Food	4.61%
3f Clean Green	6.74%
3h C&D	8.93%
3g Public Haul	8.04%

⁽¹⁾ Source File "2022 Budget_no impvs_v3-24-21-Combined Mountain View and Sunnyvale Costs

EXHIBIT G

SERVICES TO RESIDENTS

Drop-off for Residents and Businesses	Drop-off for Partner Residents Only
<ul style="list-style-type: none"> • Aluminum, tin and steel cans • Used clothing and shoes • Glass bottles and containers (no auto or window glass, ceramics or mirrors) • Milk and juice cartons • Corrugated cardboard • Plastic bottles and tubs (i.e., shampoo, detergent, yogurt containers) • Scrap metal (small items only) 	<ul style="list-style-type: none"> • Paint in original containers (Monday through Friday) per PaintCare program guidelines. Limit 15 gallons per visit • Cooking oil • Electronics: e.g., computers, TVs and monitors (limit four), small appliances • Microwave ovens • Clothes and Shoes • Strings of holiday lights • Fluorescent bulbs and tubes (limit of 20 per visit) • Empty one-pound propane cylinders (limit 3 per visit) • Household and auto batteries • Mercury-containing thermostats, thermometers, batteries and compact fluorescent lamp bulbs • Sharps, needles or lancets, (in biohazard, or hard plastic container with screw-top lid marked "sharps") • Used motor oil, oil filters and antifreeze (limit 10 gal per visit) • Mattresses (no fee)

Beverage Container Buy-Back: California Redemption Value (CRV) is paid on eligible bottles and cans by count (up to 50) or by weight.

Public Haul Disposal: Trash, C&D debris, yard trimmings, etc. (with fee; or Partner City Voucher)

Re-use Trailer: Furniture and other items in good condition rescued from the garbage and recycling areas of the SMaRT Station are placed in the re-use trailer for customers to take home at no charge.

Compost: Residents of Partner cities (Limit 96 gallons per week)

Tours by appointment

EXHIBIT H RECYCLABLES

“Recyclables” means those materials excluded from MSW for purposes of returning such materials to the economy in the form of raw materials for new, reused, or reconstituted products and includes, but is not limited to:

- newspaper (including inserts, coupons, and store advertisements)
- mixed paper (including office paper, computer paper, magazines, junk mail, catalogs, brown paper bags, brown paper, paperboard, telephone books, paper grocery bags, colored paper, construction paper, envelopes, legal pad backings, shoe boxes, cereal and other dry food boxes)
- aseptic cartons and gable top containers
- corrugated cardboard
- glass containers of any color (including brown, clear, and green glass bottles and jars)
- aluminum beverage containers, and other aluminum cans
- steel, tin or bi-metal cans
- plastic bottles and small tubs (1-7), including HDPE and PET (except Polyvinyl chloride (PVC) and Polystyrene (PS) and expanded Polystyrene (EPS))

The recyclables list above may be modified as provided in Section 6.4 Changes in Material Streams and Tonnages.

EXHIBIT I

RESERVE GUIDELINES

SMaRT Station Enterprise Fund:

- Established to account for operations at the Facility
- Sunnyvale Finance Department manages fund and financial reporting
- Source of funds for:
 - Payments to Facility Operator
 - Payments to Landfill Disposal Operator
 - Host Fee Payments to Managing Partner
 - Salaries and benefits to Sunnyvale staff associated with the administration of MOU, Operator agreement and landfill agreement
 - Other Facility and contract administration costs paid by Managing Partner
 - Payment to Partner cities of their shares of gate fee and recycling revenues
- Receives quarterly payments from Partner cities based on projected net expenses
- Receives revenues from public haul gate fees and sale of recyclable materials (including CRV-related payments from CalRecycle)
- Managed so that annual revenues and expenditures are in balance at end of FY, and no balance is carried forward to the next year
 - Annual true-up (aka “Reconciliation”)
- Year-end Audit by 3rd party CPA, issues report and statement of Net Expenses and Quarterly Billings (on or before September 30th of each FY)
- True-up amount added to; or deducted from 2nd quarterly billing for subsequent fiscal year

Equipment Replacement Fund:

- Established to normalize contributions for predictable capital equipment replacement, major repairs and facility maintenance that are not part of day-to-day maintenance by Operator or are not included in operator agreement (such as roof, pavement, tip floor)
- Budget is established based on a schedule of planned replacements/restoration of equipment and facility on a 20-year schedule
- Sunnyvale Finance Department manages fund and financial reporting
- Source of funds are annual contributions from SMaRT Partners based on an agreed upon percentage
- Funds are carried over at the end of the FY
- Unspent funds returned at end of MOU based on individual Partner contributions

EXHIBIT I

RESERVE GUIDELINES

- Includes Sub-Account for Capital Improvement Debt Payments and Reserves
 - One or more partners may fund some or all their share of Capital Improvement costs with a cash payment
 - Retains interest earnings on fund balance

Debt Service on the Bonds. Sunnyvale & Mountain View are responsible for debt service on the [name of bonds] based on their proportionate shares of Capital Improvements as set forth in the MOU [Insert final shares %]

- Mountain View [Insert final shares %]
- Sunnyvale [Insert final shares %]

Sunnyvale anticipates issuing revenue bonds, certificates of participation, or other evidences of indebtedness to pay for some or all of the capital improvement costs. If Sunnyvale does finance some or all of the capital costs, Mountain View will pay to Sunnyvale their share of the debt service based on the percentages set forth in the forgoing paragraph. Such payments will be made at the frequencies required by the evidence of indebtedness and at times required to permit Sunnyvale to make the periodic debt service payments when due. To the extent that some or all of the capital costs are not financed, but are paid by Sunnyvale from its fund, then Mountain View will reimburse Sunnyvale for their proportionate share of such costs advanced by Sunnyvale, as provided in the MOU.

**AMENDMENT TO THE SECOND MEMORANDUM OF UNDERSTANDING
AMONG THE CITIES OF
MOUNTAIN VIEW, PALO ALTO AND SUNNYVALE
RELATING TO THE CONSTRUCTION AND OPERATION OF A
MATERIALS RECOVERY AND TRANSFER STATION AND ·
THE LONG TERM DISPOSAL OF MUNICIPAL SOLID WASTE
AT KIRBY CANYON**

This Amendment to the Second Memorandum of Understanding Among the Cities of Mountain View, Palo Alto and Sunnyvale Relating to the Construction and Operation of a Materials Recovery and Transfer Station and the Long Term Disposal of Municipal Solid Waste at Kirby Canyon (this **"Amendment"**), is entered into as of _____, 2021, by and among the City of Mountain View, the City of Palo Alto, and the City of Sunnyvale (collectively **"Cities"**).

RECITALS

A. WHEREAS, the Cities entered into that certain agreement entitled "Memorandum of Understanding Among the Cities of Mountain View, Palo Alto and Sunnyvale Relating to the Construction and Operation of a Materials Recovery and Transfer Station and the Long Term Disposal of Municipal Solid Waste at Kirby Canyon," dated September 30, 1991 (the **"First MOU"**); and

B. WHEREAS, the Cities subsequently entered into that certain agreement entitled "Second Memorandum of Understanding Among the Cities of Mountain View, Palo Alto and Sunnyvale Relating to the Construction and Operation of a Materials Recovery and Transfer Station and the Long Term Disposal of Municipal Solid Waste at Kirby Canyon," dated May 4, 1992 (the **"Second MOU"**), which superseded the First MOU; and

C. WHEREAS, the Cities now wish to amend the Second MOU in order to extend its term through December 31, 2021;

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Cities agree:

SECTION 1. Definitions. The following definitions shall apply to this Amendment:

- a. **Capitalized Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Second MOU.

SECTION 2. Section V.6 of the Second MOU currently reads as follows:

“6. The term of this Second MOU is 30 years from the effective date of the first MOU (i.e., October 15, 1991). The Second MOU will terminate prior to October 15, 2021, if all three

Cities have exhausted their Allocation Quantities prior thereto. After 25 years or after 6,700,000 Tons of the Cities' Allocation Quantity has been utilized, whichever occurs first, the three cities will meet to discuss all issues relevant to the possible extension of the Term by one or more Cities under Section 1.03 of the contracts with Waste Management. These meetings will continue for a period of six (6) months so as to permit the greatest degree of coordination and cooperation in the extensions. Sunnyvale is not required to operate the SMaRT Station beyond October 15, 2021, even if one or both of the other Cities wishes to extend the Term of its or their contracts with Waste Management, unless Sunnyvale elects to extend the Term of its contract with Waste Management and then only for so long as it extends the Term of its contract, unless other arrangements satisfactory to Sunnyvale are made.”

Such section is hereby amended in its entirety to read as follows:

“6. The term of this Second MOU is 30 years and approximately 10 weeks from the effective date of the first MOU (i.e., October 15, 1991), expiring on December 31, 2021. The Second MOU will terminate prior to December 31, 2021, if all three Cities have exhausted their Allocation Quantities prior thereto. After 25 years or after 6,700,000 Tons of the Cities' Allocation Quantity has been utilized, whichever occurs first, the three cities will meet to discuss all issues relevant to the possible extension of the Term by one or more Cities under Section 1.03 of the contracts with Waste Management. These meetings will continue for a period of six (6) months so as to permit the greatest degree of coordination and cooperation in the extensions. Sunnyvale is not required to operate the SMaRT Station beyond December 31, 2021, even if one or both of the other Cities wishes to extend the Term of its or their contracts with Waste Management, unless Sunnyvale elects to extend the Term of its contract with Waste Management and then only for so long as it extends the Term of its contract, unless other arrangements satisfactory to Sunnyvale are made.”

SECTION 3. Legal Effect. Except as modified by this Amendment, all other provisions of the Second MOU, including any exhibits thereto, shall remain in full force and effect.

SECTION 4. Incorporation of Recitals. The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)

SIGNATURES OF THE CITIES

IN WITNESS WHEREOF, the Cities have by their duly authorized representatives executed this Amendment effective as of the date first above written.

CITY OF MOUNTAIN VIEW

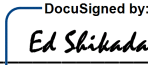
By: _____
City Manager

Date: _____, 2021

Approved as to form:

Assistant City Attorney

CITY OF PALO ALTO

By:  _____
City Manager

Date: 5/27/2021, 2021

Approved as to form:

 _____
City Attorney

CITY OF SUNNYVALE

By: _____
City Manager

Date: _____, 2021

Approved as to form:

City Attorney



City of Sunnyvale

Agenda Item

21-0616

Agenda Date: 6/29/2021

REPORT TO COUNCIL

SUBJECT

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 the California Environmental Quality Act (CEQA)

REPORT IN BRIEF

Every urban water agency in California is required to submit an (UWMP) every five years. The UWMP now includes a Water Shortage Contingency Plan (WSCP). UWMPs must include information about water demand, water supply, demand management activities, alternative water supplies, anticipated shortages during dry periods, and contingency plans for addressing those shortages.

The City's water demand projections are expected to increase over the next 20 years based on projected population and employment increases. However, any increases will still be lower than historical water use and per capita consumption is expected to decrease due to water conservation and efficiency gains. Potable water supply from the City's suppliers, the San Francisco Public Utilities Commission (SFPUC) and Valley Water (VW), is projected to be adequate during normal years. As per the SFPUC's UWMP, significant shortfalls are expected from the SFPUC during droughts. Per VW's UWMP, supplies are not expected to be similarly impacted as long as planned projects are fully implemented. The City also has standby wells that could be utilized during drought events.

Sunnyvale, in collaboration with its partners, continues to seek to maximize water conservation to reduce the impact of dry years. When water supply shortages do occur, Sunnyvale's WSCP provides for increasingly aggressive steps to reduce use including public outreach and education, rebate programs, water use restrictions, and water allocation processes.

BACKGROUND

The City supplies approximately 19,500 acre-feet (1 AF = 325,000 gallons) through 29,500 service connections comprised of residential, commercial, irrigation and institutional customers. Sunnyvale's population currently stands at 156,503. Sunnyvale purchases its treated water supply from SFPUC and Valley Water. In addition, Sunnyvale has seven wells that could be used to supplement the treated water supply and also produces recycled water for irrigation and other non-potable applications.

Urban Water Management Plan

California Water Code Sections 10608 and 10610-10656 requires that urban water suppliers that either provide over 3,000 acre-feet of water annually or serve more than 3,000 service connections prepare UWMPs every five years. Some of the main topics required in the UWMP include:

- Water supply reliability - Assessment of water source reliability over a 20-year planning period considering future demands, growth, and population to ensure that adequate water supplies are available to meet existing and future water needs.
- Water service reliability and drought risk assessment - Conduct a dry-year water reliability assessment for up to five consecutive dry years.
- Water shortage contingency plan - A WSCP consisting of five drought stages (ranging from normal conditions to 50% water reduction goal).
- The UWMP also describes efficient uses of water, demand management measures, implementation strategy and schedule, and other relevant information and programs.

Sunnyvale last updated its UWMP in 2016 (RTC No. 16-0398, June 21, 2016). The 2020 UWMP (<https://sunnyvale.ca.gov/civicax/filebank/blobdload.aspx?t=59410.78&BlobID=27632>) is being presented to Council in 2021 consistent with other California water agencies. The State's Department of Water Resources was late in providing guidelines for the 2020 update. The City must adopt the 2020 UWMP by July 1, 2021 and submit it to the California Department of Water Resources within 30 days of adoption. Council is being asked to adopt a Resolution (Attachment A) approving the 2020 UWMP and a second Resolution (Attachment B) approving the WSCP.

EXISTING POLICY

GOAL EM-1: ADEQUATE WATER SUPPLY

Acquire and manage water supplies so that existing and future reasonable demands for Water, as projected in the 20-year forecast are reliably met.

ENVIRONMENTAL REVIEW

California Water Code Section 10652 provides that the preparation and adoption of an UWMP is statutorily exempt from review under the California Environmental Quality Act (CEQA). In addition, adoption of the UWMP and WSCP is an administrative action that is not considered a "project" within the meaning of CEQA because it will not result in a physical change to the environment (CEQA Guidelines Section 15378(b)(5)).

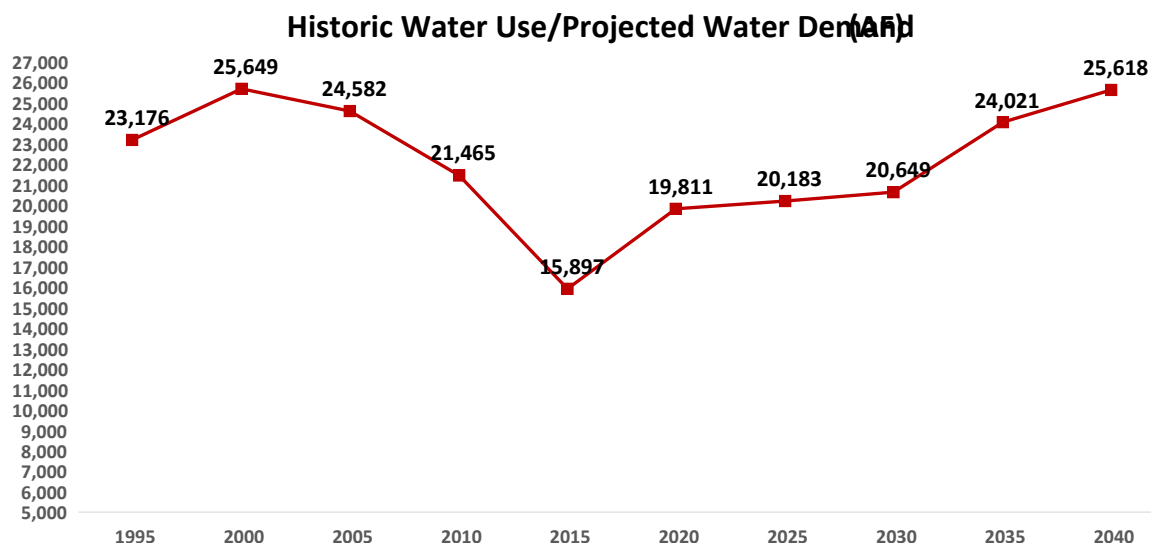
DISCUSSION

Water Supply Reliability

During normal non-drought years, Sunnyvale is expected to have adequate water supplies to meet its projected demands through 2040. Table 1 shows Sunnyvale's projected demands through 2040, which includes population and employment growth from the City's General Plan, and accounts for reductions in per capita potable water demand and continued use of recycled water. Projected demands from the SFPUC are less than Sunnyvale's Individual Supply Guarantee (ISG) of 14,100 Acre Feet (AF) per the contract with SFPUC. The amount of water Valley Water supplies Sunnyvale is evaluated and agreed upon on a three-year cycle. The wells can supply up to 8,000 AF annually, however Sunnyvale's strategy is to utilize the wells when there is an emergency or substantial shortfall in supply from either the SFPUC or Valley Water.

Table 1: 20-Year Projected Water Demands (AF)

Water Supply Source	2025	2030	2035	2040
SFPUC	10,263	10,418	11,990	12,811
Valley Water	8,912	9,109	10,799	11,463
Wells	112	112	112	112
Recycled Water	896	1,010	1,120	1,232
Total	20,183	20,649	24,021	25,618



Bay-Delta Plan

One recent development since the last UWMP was approved in 2016 that could impact the water supply to the SFPUC, is the approval in December 2018 of the Bay-Delta Plan by the State Water Board. The State Water Board oversees the San Francisco Bay/Sacramento-San Joaquin Delta Estuary Water Quality Control Plan (also known as the Bay-Delta Plan) that establishes water quality control measures and flow requirements for beneficial uses in the watershed. Updating the Bay-Delta Plan began in 2009, and requires keeping 30 to 50% of watershed runoff in the lower San Joaquin River and three tributaries - Tuolumne, Merced, and Stanislaus rivers, from February to June to help increase salmon population, thus reducing the amount of water for San Francisco and Bay Area Water Supply and Conservation Agency (BAWSCA) agencies. The Bay-Delta Plan is scheduled to go into effect in 2023. When the Bay-Delta Plan is implemented, SFPUC will be able to meet the Wholesale Customers' projected water demands, except in drought years when supply shortages are anticipated. Drought years are described as "single" or "multiple" dry years to reflect the severity and duration of a drought. Implementing the Bay-Delta Plan will require rationing in all single dry years and multiple dry years. To help offset long-term impacts, SFPUC is actively pursuing an Alternative Water Supply Program to provide new regional and local water supply and storage projects.

During normal non-drought years, Sunnyvale is expected to have adequate water supplies to meet projected demands through 2040. SFPUC's water service reliability data with the Bay-Delta

Plan shows that Sunnyvale could see SFPUC supply shortages in single dry years or multiple dry years upward of 47%. Such shortages can be mitigated by other sources of supply as discussed later in this report.

Water Service Reliability and Drought Risk Assessment

Table 2 presents the water service supply reliability assessment for a normal water year based on water supply and demand projections. During normal water years, water supplies are adequate to meet projected demands despite expected flow reductions due to Bay-Delta Plan implementation to both Valley Water and SFPUC.

Table 2: Normal Year Supply and Demand Comparison (AFY)

	2025	2030	2035	2040
Supply Totals	32,211	32,448	34,446	35,255
Demand Totals	20,183	20,649	24,021	25,618
Difference	12,028	11,799	10,425	9,637

Multiple Dry Years

The SFPUC has indicated that during multiple dry years the Regional Water System can expect cutbacks as high as 47% of normal SFPUC supplies by the fourth year of a five-year drought beginning in 2040. This translates to a 52% cutback for retailers. SFPUC supply and retail cutbacks are detailed in Appendix H of the UWMP.

Valley Water indicated in their 2020 UWMP that with existing and planned projects' supplies, Valley Water's diverse water supplies are sufficient to meet demands throughout the full five-year drought in all demand years without having to call for short-term water use reductions. Although Valley Water does not project any shortage in supply in the event of a five dry-year period, the City would actively participate in any voluntary cutbacks in support of local water conservation messaging. Valley Water has acknowledged that if projects produce fewer benefits than currently projected, up to 20% cutbacks may be required.

The City does not anticipate any reduction in groundwater availability during a five-year drought.

Sunnyvale does not utilize its ability and facilities to pump groundwater during normal years. During such years the City relies 100% on imported treated water. The strategy is to keep the basin underutilized until such time it is needed. As such, the City would be able to increase the amount of groundwater pumped to meet reasonably anticipated deficiencies from other sources, thus supply is projected to be sufficient to meet demand through 2040. The City's groundwater basin is not adjudicated, which means the right to pump groundwater from the basin has not been given by judgment of a court or board. During a critical five dry year event, voluntary and mandatory conservation measures would be expected to reduce potable water demand and therefore, reduce the amount of groundwater needed to supplement supply. Table 3 details the results of the multiple dry year analysis. The demand figures in the table take into account ongoing baseline conservation efforts. However, should a drought be declared, the City Council could enact measures calling for further demand reduction, and the demand

figures shown will be further reduced.

Table 3: Multiple Dry Years Supply and Demand Comparison (AFY)

Year	Parameter	2025	2030	2035	2040
First year	Supply totals	27,135	27,372	29,370	30,038
	Demand totals	20,183	20,649	24,021	25,618
	Difference	6,952	6,723	5,349	4,420
Second year	Supply totals	25,866	26,103	27,960	28,769
	Demand totals	20,183	20,649	24,021	25,618
	Difference	5,683	5,454	3,939	3,151
Third year	Supply totals	25,866	26,103	27,960	28,769
	Demand totals	20,183	20,649	24,021	25,618
	Difference	5,683	5,454	3,939	3,151
Fourth year	Supply totals	25,866	26,103	27,960	27,923
	Demand totals	20,183	20,649	24,021	25,618
	Difference	5,683	5,454	3,939	2,305
Fifth year	Supply totals	25,866	26,103	27,396	27,923
	Demand totals	20,183	20,649	24,021	25,618
	Difference	5,683	5,454	3,375	2,305

Actual availability of each supply during any given year depends on hydrology, groundwater recharge operations and conditions, and other factors. The water supply available to individual retailers will ultimately be determined by Valley Water and SFPUC. The City will work closely with Valley Water, SFPUC, and other water retail agencies to implement any stages of action to reduce the demand for water during water shortages. Any supply deficit would be compensated for by increased conservation levels through public outreach and implementation of water use restrictions outlined in the Water Shortage Contingency Plan.

Water Shortage Contingency Planning

Beginning in the 2020 UWMP reporting period, each water supplier is now required to adopt its WSCP as part of its UWMP and as a standalone document that can be refined and updated outside of the five-year UWMP planning cycle. As required by Section 10632(a) of the Water Code, the City's WSCP includes:

- Procedure for conducting and submitting its annual water supply and demand assessment beginning in 2022.
- The legal authority that the City has for implementation and enforcement of its WSCP.
- The water shortage levels of the WSCP and the demand reduction measures, supply augmentation measures, and/or operational changes implemented in each stage as it relates to the five stages required by the Water Code and shown in Table 4 below.
- The methods for monitoring and reporting a water shortage condition and water use reductions.
- The methods for ensuring compliance and enforcing demand reduction measures.

- The protocols for communicating a water shortage condition and the measures implemented.
- The financial consequences of implementing the WSCP and methods for mitigating revenue losses; and
- A summary of the WSCP adoption, submittal, and refinement procedures.

Water supply shortages can occur for a variety of reasons including droughts; loss in ability to capture, divert, store, or utilize local supplies; and/or facility outages. The City has a more collaborative approach in working with Valley Water, including water conservation and recycled water programs. As a wholesale agency, Valley Water does not have direct authority over retail customer water use or retail rates and generally does not employ staff to enforce water restrictions. Therefore, Valley Water's water shortage response actions are focused mainly on public education and coordination with municipalities and retailers in Santa Clara County. During droughts or shortages, Valley Water considers all available tools including balancing demands for treatment plants and recharge facilities, incentives, or requests for retailers to use either groundwater or treated water, and community outreach to maximize the use of available supplies. The collective response actions between Valley Water, municipalities, and retailers preceding and during a water supply shortage are described below in Table 4. The City Council has the ultimate authority on the stage of a drought that will be implemented (by adopting a corresponding resolution). Unlike with Valley Water, the relationship the City has with SFPUC is more contractual and is focused on delivering a certain volume of water at a given cost that meets water quality standards. During a drought, the SFPUC could impose reduction targets on the City as set in the Water Supply Agreement and request the City reduce its purchases or face excess charges. The SFPUC has no role in managing groundwater supply in the County and does not participate in water conservation programs with the City. Most communications related to the SFPUC are handled by BAWSCA. The City is a member of BAWSCA and works with other members on regional matters that could impact SFPUC water supply.

Table 4: Water Shortage Response Actions

Shortage Level	Demand Reduction Actions	Reduction in Shortage Gap (%)	Penalty, Charge, or Enforcement
Normal	<i>Permanent water use prohibitions please refer to City's Municipal Code 12.34.020</i> • Allowing plumbing fixtures to leak • Using potable water in a manner where it floods premises and runoff into the street • Using a hose to wash vehicles without shut off valve. • Using a hose to wash driveways, sidewalks (except for health and safety). • Service of water to restaurants patrons without being requested. • Installation of single pass cooling process in new construction • Sprinkler irrigation between the hours of 9 AM - 6 PM when daylight savings is in effect. • Irrigating for more than 15 minutes per day each station. • Irrigation with potable water during and within 48 hours after measurable rainfall is prohibited. • Irrigation with potable water of ornamental turf on public street medians. • Operators of hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily. • Use of decorative fountains ¹ without recirculation	≤ 10%	No
Stage 1 up to 10%	• All the above • Expand public information campaign which includes water use surveys and promoting available rebate programs such as turf replacement, water use efficiency devices, or conversion to recycled water if available • Enforcement of permanent water use restriction Ordinance (Muni Code 12.34.020) • Decrease hydrant/line flushing (unless for public health or safety)	10%	No
Stage 2 up to 20%	• All the above • Increase water waste patrols and enforcement of permanent water use restriction Ordinance (Muni Code 12.34.020) • Reduce System Water Loss	20%	• 1st and 2nd violation: \$0 - written warning • 3rd violation: \$250 • 4th violation: \$500
Stage 3 up to 30%	• All the above • Irrigation of ornamental landscapes with potable water more than two days per week is prohibited. • Washing vehicles with potable water except at commercial vehicle washing facility • Implement or modify drought rate structure or surcharge • Increase frequency of meter reading	30%	• Fine for non-essential water uses as described in City ordinance: Not to exceed \$1,000 • Cost recovery for Installation and removal of flow restricting valves: \$100

Stage 4 up to 40%	<ul style="list-style-type: none"> • All the above • Water allocation may be imposed • New installations of lawns. • Irrigating with potable water of golf courses except for tees and greens • Use of decorative fountains¹ • New swimming pool or pond construction • Filling or refilling swimming pools 	40%	<ul style="list-style-type: none"> • Fine for non-essential water uses and those listed in demand reduction action: Not to exceed \$1,000 • Cost recovery for Installation and removal of flow restricting valves: \$100
Stage 5 Up to 50%	<ul style="list-style-type: none"> • All the above • Moratorium or net zero demand increase on new connections • New swimming pool or pond construction • Filling or refilling swimming pools • Outdoor watering December through March. • Watering turf, grass or dichondra lawns (can provide minimal water for sports playing fields) 	50%	<ul style="list-style-type: none"> • Fine for non-essential water uses and those listed in demand reduction action: Not to exceed \$1,000 • Cost recovery for Installation and removal of flow restricting valves: \$100
Stage 6 Greater than 50%	<ul style="list-style-type: none"> • All the above • Landscape irrigation with potable water of any City-owned premises or businesses where recycled water is available for connection. • Irrigation of ornamental landscapes with potable water • Watering turf, grass or dichondra lawns with potable water including sports and playing fields and tees and greens for golf courses. 	>50%	<ul style="list-style-type: none"> • Fine for non-essential water uses and those listed in demand reduction action: Not to exceed \$1,000 • Cost recovery for Installation and removal of flow restricting valves: \$100

FISCAL IMPACT

There is no fiscal impact for approval of the UWMP or the WSCP. However, the City could incur costs associated with implementing various stages of a declared drought.

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. A Notice announcing this Public Hearing was also posted in the Sunnyvale Sun over a three-week period on May 21, June 4, and June 11, 2021.

ALTERNATIVES

1. Adopt two resolutions approving the 2020 Urban Water Management Plan and the Water Shortage Contingency Plan as presented, and direct staff to forward the Plans to the California State Department of Water Resources, and find that these actions are exempt from CEQA.

2. Do not adopt the two resolutions approving the 2020 Urban Water Management Plan and the Water Shortage Contingency Plan and direct staff to request an extension from the State Department of Water Resources in order for staff to revise the Plans as per Council direction.

STAFF RECOMMENDATION

Alternative No 1: Adopt two resolutions approving the 2020 Urban Water Management Plan and the Water Shortage Contingency Plan as presented, and direct staff to forward the Plans to the California State Department of Water Resources, and find that these actions are exempt from CEQA.

Prepared by: Mansour Nasser, Water & Sewer Division Manager
Reviewed by: Ramana Chinnakotla, Director, Environmental Services
Reviewed by: Teri Silva, Assistant City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Resolution Adopting UWMP
2. Resolution Adopting WSCP

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE ADOPTING THE 2020 URBAN WATER
MANAGEMENT PLAN TO BE SUBMITTED TO THE
CALIFORNIA DEPARTMENT OF WATER RESOURCES**

WHEREAS, the California Legislature has enacted the Urban Water Management Planning Act, California Water Code Sections 10610 -10656 and 10608, as amended, which requires every urban water supplier providing water to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to prepare an urban water management plan ("Plan") that has as its primary objective the conservation and efficient use of water; and

WHEREAS, the City of Sunnyvale ("City"), a municipal utility and chartered city, is an urban water supplier providing water to a population over 156,500; and

WHEREAS, the Plan must be reviewed at least once every five years by the City, which must amend the Plan, as necessary, after it has conducted a review; and

WHEREAS, the preparation of the updated Plan has been coordinated with other public agencies to the extent practicable; and

WHEREAS, the Plan must be adopted by July 1, 2021, after it is first made available for public inspection and a public hearing is noticed and held, and it must be filed with the California Department of Water Resources within thirty days of adoption; and

WHEREAS, the Plan was presented to the City's Planning Commission on May 24, 2021; and

WHEREAS, a noticed public hearing on the draft Plan was held by the City Council on June 29, 2021, at which time public comments were heard and considered.

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

1. The Council hereby adopts the 2020 Urban Water Management Plan of the City of Sunnyvale, which shall be filed with the City Clerk. The City Manager is hereby authorized and directed to file the 2020 Urban Water Management Plan of the City of Sunnyvale with the California Department of Water Resources and the State Library.

2. The Council finds and determines that, under the California Water Code Section 10652, the adoption of the Plan and the WSCP and this Resolution does not constitute a project under the California Environmental Quality Act, and no environmental assessment is required.

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

DRAFT 6/2/2021 *RLM*

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE ADOPTING THE 2020 WATER
SHORTAGE CONTINGENCY PLAN INCLUDED IN THE
URBAN WATER MANAGEMENT PLAN TO BE
SUBMITTED TO THE CALIFORNIA DEPARTMENT OF
WATER RESOURCES**

WHEREAS, the California Legislature has enacted the Urban Water Management Planning Act, California Water Code Sections 10610-10656 and 10608, as amended, which requires every urban water supplier providing water to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to prepare an urban water management plan ("UWMP") that has as its primary objective the conservation and efficient use of water; and

WHEREAS, the California Water Code requires urban water suppliers to prepare a Water Shortage Contingency Plan (WSCP) to be included in its UWMP; and

WHEREAS, the WSCP must be adopted, along with the UWMP, by July 1, 2021, after it is first made available for public inspection and a public hearing is noticed and held, and it must be filed with the California Department of Water Resources within thirty days of adoption; and

WHEREAS, the draft WSCP was presented to the City's Planning Commission on May 24, 2021; and

WHEREAS, a noticed public hearing on the WSCP, included in the UWMP, was held by the City Council on June 29, 2021, at which time public comments were heard and considered.

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

1. The Council hereby adopts the 2020 Water Shortage Contingency Plan of the City of Sunnyvale, included in its UWMP, which shall be filed with the City Clerk. The City Manager is hereby authorized and directed to file the 2020 Water Shortage Contingency Plan of the City of Sunnyvale, included in the UWMP, with the California Department of Water Resources and the State Library.

2. The Council finds and determines that, under the California Water Code Section 10652, the adoption of the Plan and the WSCP and this Resolution does not constitute a project under the California Environmental Quality Act, and no environmental assessment is required.

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

21-0420

Agenda Date: 6/29/2021

REPORT TO COUNCIL

SUBJECT

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

BACKGROUND

The operation and maintenance of certain downtown parking areas are supported by an assessment district (the Downtown Parking Maintenance District, hereinafter called the "District"). On July 28, 2009, in response to property owners ballot approval, the City Council adopted Resolution No. 398-09 (RTC No. 09-196) ordering formation of the District. Council also confirmed the final Engineer's Report to levy an assessment for Fiscal Year (FY) 2009/10 and for each fiscal year thereafter by adjusting the annual assessment rate by the increase in the Consumer Price Index (All Urban Consumers for the San Francisco-Oakland-Hayward area, as determined by the United States Department of Labor, the "CPI") from the previous year.

On May 25, 2021, Council adopted a resolution declaring its intention to levy and collect an assessment for the Downtown Parking Maintenance District for FY 2021/22, approving the preliminary Engineer's Report, and setting June 29, 2021 as the date and time for public hearing to levy of the proposed assessment (RTC No. 21-0419).

EXISTING POLICY

Council Resolution No. 6643, dated September 1, 1964 authorized the City to levy an annual assessment on all lands and improvements within the Parking District to pay debt service, operations, maintenance, and improvement costs.

ENVIRONMENTAL REVIEW

Adoption of this Resolution is not a project within the meaning of the California Environmental Quality Act as the Act does not apply to governmental funding mechanisms or other government fiscal activities (CEQA Guideline Section 15378(b)(4)).

DISCUSSION

Francisco & Associates, Inc. (the Assessment Engineer) prepared the final Engineer's report (Attachment 1) for the FY 2021/22 assessment. In previous years, assessment rates were calculated by adjusting the previous year's assessment by the change in CPI. In recognition of the COVID-19 Pandemic and the Shelter in Place orders issued with its impact on businesses, the assessment rates for FY 2021/22 are proposed to stay the same as in FY 2020/21, with no CPI increase. This is to help all businesses within the District during these unprecedented times. Please see the Table below.

The County Tax Collector requires all individual assessments to be levied in even pennies so that the property tax bill can be split evenly in two payments. This results in the Total Deficit Parking Space multiplied by the FY 2021/22 Assessment per Deficit Parking Space off by pennies from the FY 2021/22 Assessment Revenue. Individual assessment roll calculations are in Appendix B of the Engineer's Report.

FY 2021/22 Assessment Rates per Benefit Zone					
Benefit Zone No.	Assessment Rate Per Deficit Parking Space	Total Deficit Parking Space	Total Assessment	Less County Administration (1%)	Net Assessment Revenue
1	\$0.00	56.80	\$0.00	\$0.00	\$0.00
2	\$159.05	172.38	\$27,417.02	(\$274.17)	\$27,142.85
3	\$69.06	2,133.15	\$147,315.14	(\$1,473.15)	\$145,841.99
4	\$20.80	371.28	\$7,722.60	(\$77.23)	\$7,645.37
Total		2,733.61	\$182,454.76	(\$1,824.55)	\$180,630.21

Pursuant to California Streets and Highways Code Section 22631, Council adoption of the Resolution (Attachment 2) to approve or modify the final Engineer's report constitutes the levy of the assessment for FY 2021/22.

FISCAL IMPACT

The planned operating budget for the District for FY 2021/22 is \$193,446. Approval of the recommended FY 2021/22 assessment will generate revenue of \$182,454.76. The City receives the net assessment revenue of \$180,630.21 after County administrative fees (1% of the assessment) are subtracted. The City may also receive a revenue of \$43,200 from car charging stations within the District. There will be a surplus of \$30,384.21 put in Parking District Fund reserve. The reserves are used to pay for longer-term capital projects and supplement any operating deficiencies. It is not anticipated that the reduced assessment will have a significant impact on currently planned long term projects. The projected reserve fund balance for June 30, 2022 is anticipated to be \$807,985. Due to timing of the Final Engineer's Report and the development of the FY 2021/22 Recommended Budget, the revenue and expenditure figures may differ from the figures represented in the FY 2021/22 Recommended Budget.

PUBLIC CONTACT

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

ALTERNATIVES

1. Adopt the Resolution to approve the final Engineer's Report, to confirm the assessment, and levy and collect an annual assessment for the Downtown Parking Maintenance District for FY 2021/22.

2. Modify the final Engineer's Report, adopt the resolution to approve the modified final Engineer's Report and to confirm the assessment and levy and collect an annual assessment for the Downtown Parking Maintenance District assessment for FY 2021/22.
3. Do not take any action to give the City the necessary authority to levy and collect the assessment for FY 2021/22.

STAFF RECOMMENDATION

Alternative 1: Adopt the Resolution to approve the final Engineer's Report, to confirm the assessment, and levy and collect an annual assessment for the Downtown Parking Maintenance District for FY 2021/22.

This alternative will allow the City to continue levying the assessment for FY 2021/22.

Prepared by: Sherine Nafie, City Property Administrator

Reviewed by: Chip Taylor, Director, Public Works

Reviewed by: Tim Kirby, Director, Finance

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Fiscal Year 2021/22 Final Engineer's Report
2. Resolution to Approve the Final Engineer's Report, to Confirm the Assessment, and Levy and Collect Annual Assessment for the Downtown Parking Maintenance District for FY 2021/22



CITY OF SUNNYVALE DOWNTOWN PARKING MAINTENANCE DISTRICT



**Fiscal Year 2021-22
Final Engineer's Report**

June 29, 2021

Prepared by:
Francisco & Associates, Inc.
231 Market Place, Suite 543
San Ramon, CA 94583
(925) 867-3400



*SUNNYVALE DOWNTOWN PARKING
MAINTENANCE DISTRICT - FY 2021-22*

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COUNCIL MEMBERS

Larry Klein
Mayor

Glenn Hendricks
Vice Mayor

Alysa Cisneros
Councilmember

Omar Din
Councilmember

Mason Fong
Councilmember

Gustav Larsson
Councilmember

Russ Melton
Councilmember

CITY STAFF

Kent Steffens
City Manager

John Nagel
City Attorney

Charles Taylor
Director of Public Works

Tim Kirby
Director of Finance

Jennifer Ng
Assistant Director of Public Works

Sherine Nafie
City Property Administrator

ENGINEER

Francisco & Associates, Inc.
Assessment Engineer

*SUNNYVALE DOWNTOWN PARKING
MAINTENANCE DISTRICT - FY 2021-22*

CERTIFICATES

The undersigned, acting on behalf of Francisco & Associates, Inc., respectfully submits the enclosed Engineer's Report as directed by City Council of the City of Sunnyvale pursuant to the provisions of the City of Sunnyvale Municipal Code (Chapter 14.26). The undersigned certifies that he is a Professional Engineer, registered in the State of California.



Dated: May 26, 2021

By: Joseph A. Francisco, P.E.
R.C.E. No. 40688

I HEREBY CERTIFY that the enclosed Engineer's Report, including the Assessment Roll and Maintenance District Diagram, thereto attached, was filed with me on the ____ day of _____, 2021.

City Clerk
City of Sunnyvale
Sunnyvale, California

By: _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and the Maintenance District Diagram, thereto attached, was approved and confirmed by the City Council of the City of Sunnyvale, on the ____ day of _____, 2021.

City Clerk
City of Sunnyvale
Sunnyvale, California

By: _____

I HEREBY CERTIFY that the enclosed Engineer's Report, including the Assessment Roll and the Maintenance District Diagram, thereto attached, was filed with the County Auditor of the County of Santa Clara on the ____ day of _____, 2021.

Joseph A. Francisco, P.E.
Francisco & Associates, Inc.

By: _____

*SUNNYVALE DOWNTOWN PARKING
MAINTENANCE DISTRICT - FY 2021-22*

SECTION I

INTRODUCTION

ENGINEER'S REPORT

SUNNYVALE DOWNTOWN PARKING MAINTENANCE DISTRICT

FISCAL YEAR 2021-22

HISTORY

On September 1, 1964, the City Council adopted Resolution No. 6643, which authorized the City of Sunnyvale to levy an ad-valorem assessment on all taxable properties within the boundaries of the Sunnyvale Downtown Parking Maintenance District. This ad-valorem assessment was used to pay for the operation and maintenance of existing public parking facilities and the debt service payments associated with the acquisition and construction of various public parking facilities within the boundaries of the Sunnyvale Downtown Parking Maintenance District ("District").

IMPACTS OF PROPOSITION 218

Proposition 218 requires that all affected property owners be given the opportunity to vote either in favor or against their proposed assessment. Therefore, in order to comply with the requirements of Proposition 218 and the levy of assessments commencing in FY 1997-98 and each fiscal year thereafter, the City implemented the following procedures:

- 1) Every property owner subject to the proposed assessment was mailed a ballot allowing the property owner to vote either in favor or against the proposed formation of the Sunnyvale Downtown Parking Maintenance District and the levying of assessments within the proposed District. The ballots were accompanied by a public notice describing the total assessment, the individual property owner's assessment, the duration of the assessment, the reason for the assessment and the basis upon which the assessment was calculated.
- 2) The ballots returned to the City Clerk before the close of the public input portion of the public hearing were tabulated to determine whether a majority protest against the assessment levy existed. A majority protest existed if over 50% of the ballots received, weighted by assessment amount, oppose the levy of assessment.
- 3) The levy of assessments each year thereafter is modified by adjusting the annual assessment based upon the prior year's change in the Consumer Price Index (All Urban Consumers, for the San Francisco-Oakland-San Jose area as determined by the U.S. Department of Labor).

*SUNNYVALE DOWNTOWN PARKING
MAINTENANCE DISTRICT - FY 2021-22*

SECTION II

ENGINEER'S REPORT PREPARED PURSUANT TO THE PROVISIONS OF
THE CITY OF SUNNYVALE MUNICIPAL CODE (CHAPTER 14.26)

FISCAL YEAR 2021-22

Pursuant to City of Sunnyvale Municipal Code (Chapter 14.26), I, Joseph A. Francisco, the duly appointed Engineer of Work and acting for Francisco & Associates, Inc., Assessment and Administration Engineer for the District, submit the following Report, consisting of Section I (Introduction) above, which is largely based on information provided by the City of Sunnyvale and this Section II, which consists of five (5) parts, as follows:

PART I

DESCRIPTION OF IMPROVEMENTS

Parking Facilities:

The parking facility improvements that can be operated, maintained, and serviced by the Maintenance District for Fiscal Year 2021-22 consist of the public parking facilities shown in Appendix "A" of this report.

PART II

ESTIMATE OF COST

The City of Sunnyvale Municipal Code (Chapter 14.26) provides that the total cost of operation, maintenance and servicing of public parking facilities can be recovered by the levying of assessments.

Operation, maintenance and servicing costs include, but are not limited to; the repair and replacement of existing parking facilities, personnel, electrical energy, utilities such as water, materials, contractual services and other items necessary or appropriate for the parking facilities. Incidental expenses include the administration of the Maintenance District, engineering fees, legal fees, printing, posting and mailing of notices. Insurance and all other costs associated with the annual collection process are also included.

The operation, maintenance and servicing costs for Fiscal Year 2021-22 are summarized below in Table 1. These cost estimates were provided by the City of Sunnyvale.

**SUNNYVALE DOWNTOWN PARKING
MAINTENANCE DISTRICT - FY 2021-22**

TABLE I City of Sunnyvale Downtown Parking Maintenance District Budget FY 2021-22	
	FY 2021-22 Amounts
Revenues:	
Assessment Revenue	\$182,454.76
Car Charging Station Revenue	\$43,200.00
Total Revenues	\$225,654.76
Expenses:	
Parking Lot Maintenance	\$193,446.00
County Administration	\$1,824.55
Transfer into Reserve Fund ¹	\$30,384.21
Total Expenses	\$225,654.76

¹ The projected reserve fund balance for June 30, 2022 is \$807,985.

The City of Sunnyvale Municipal Code (Chapter 14.26) requires that a special fund be set up for the revenues and expenditures of the District. Funds raised by assessments shall be used only for the purpose as stated herein. The City of Sunnyvale or, subject to the discretionary approval of the City of Sunnyvale City Council, any other person may contribute to the District to reduce assessments. Any balance remaining on July 1 must be carried over to the next fiscal year unless the funds are being accumulated for future capital improvements or operating reserves.

PART III

MAINTENANCE DISTRICT DIAGRAM

The boundaries of the Maintenance District are within the boundaries of the City of Sunnyvale. A diagram (the "Downtown Parking Maintenance District Diagram") of the District showing the exterior boundaries of the District has been prepared by the Engineer of Work and is on file in the Office of the Clerk of the City of Sunnyvale and a copy of the Assessment Diagram is shown in Appendix "A" of this Report. For a detailed description of the lines and dimensions of each lot or parcel within the Downtown Parking Maintenance District are those lines and dimensions shown on the maps of the Assessor of the County of Santa Clara for Fiscal Year 2021-22. The Assessor's parcel maps for the lots and parcels within the Downtown Parking Maintenance District are incorporated by reference herein and made part of this Report.

*SUNNYVALE DOWNTOWN PARKING
MAINTENANCE DISTRICT - FY 2021-22*

PART IV

METHOD OF APPORTIONMENT OF ASSESSMENT

GENERAL

The City of Sunnyvale Municipal Code (Chapter 14.26) permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, which include the operation, maintenance and servicing of public parking facilities.

The City of Sunnyvale Municipal Code (Chapter 14.26) requires that the assessments must be levied according to benefit rather than according to assessed value. In addition, Article XIII D, Section 4(a) of the California Constitution, limits the amount of any assessment to the proportional special benefit conferred on the property.

Because assessments are levied on the basis of benefit, they are not considered to be a tax governed by Article XIII A of the California Constitution.

The City of Sunnyvale Municipal Code (Chapter 14.26) permits the designation of zones of benefit within any individual assessment district if "by reasons or variations in the nature, location and extent of the improvements, the various areas will receive different degrees of benefit from the improvement".

Article XIII D provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment. Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts, and public parkways and that portion of public property that is not developed and used for business purposes similar to private commercial, industrial and institutional activities.

PUBLIC PARKING BENEFIT ANALYSIS

Property owners within the Downtown Parking Maintenance District receive a special and direct benefit from the District parking facilities because this allows property owners to develop or redevelop their properties without providing needed on-site parking to support their development. This Parking District allows property owners to maximize their parcel's development capabilities (i.e. by only requiring property owners who construct additional building square footage on their parcel to provide additional on-site parking for that additional building square footage constructed). The ability to maximize a parcel's development capabilities increases the value of these properties within the boundaries of the District.

*SUNNYVALE DOWNTOWN PARKING
MAINTENANCE DISTRICT - FY 2021-22***BENEFIT ASSESSMENT METHODOLOGY**

The total cost to operate, maintain and service the parking facilities are apportioned to each parcel within the boundaries of the Maintenance District in accordance with a methodology that is consistent with standard assessment engineering practices. The method for spreading the costs to each parcel is based on each parcel's pro-rata share of deficit parking spaces. The number of deficit parking spaces for each parcel is equal to the number of parking spaces needed per the City's Parking Demand Guidelines (see Table 2 below) less the number of existing parking spaces located on their parcel.

TABLE 2 City of Sunnyvale Downtown Parking Maintenance District Parking Demand Guidelines	
Current Type of Use	One Parking Space Per
Apartments (1 Bedroom)	0.66667 Units
Apartments (2-3 Bedrooms)	0.57143 Units
Churches	3 Seats
Condos	0.50 Units
Financial Institutions	180 sq. ft.
General Offices (Free Standing)	250 sq. ft.
General Offices (In Center)	250 sq. ft.
Hotels	Rooms + Employees
Industrial Warehouses	2,500 sq. ft.
Medical/Dental	180 sq. ft.
Nightclubs and Bars	50 sq. ft.
Other Uses ¹	180 sq. ft.
Repair Garages	180 sq. ft.
Research & Development	500 sq. ft.
Rest Homes	2.25 Units
Restaurants w Bars	75 sq. ft.
Restaurants w/o Bars	110 sq. ft.
Retail	250 sq. ft.
Senior Citizen Apartments	2.0 Units + Employees
Shopping Centers	225 sq. ft.

¹ Each year in May all parcels within the boundaries of the Maintenance District are analyzed to determine their current use. If a parcel is vacant and the proposed use is not available it will be classified as "Other Uses". Other Uses has been used for Vacant parcels because it is the average of all land uses within the Maintenance District.

Because of the varying size and location of parking facilities located within the Maintenance District, special benefit zones have been established to accurately track the operation and maintenance costs and assess only those properties that benefit from the improvements located within their respective benefit zone. All parcels within the boundaries of the District are located within either Benefit Zone No. 1, 2, 3 or 4. Properties located within each benefit zone will only be required to pay for the operation and maintenance of the parking facilities located within their respective benefit zone. The total cost to operate and maintain the parking

***SUNNYVALE DOWNTOWN PARKING
MAINTENANCE DISTRICT - FY 2021-22***

facilities within each benefit zone will be spread to each parcel within that benefit zone based upon their proportionate number of deficit parking spaces.

Parcels will be assessed based upon their pro-rata share of the number of parking spaces they are in deficit of based upon the City of Sunnyvale Parking Demand Guidelines. If the parcel has fewer parking spaces than that which is required under the City of Sunnyvale Parking Demand Guidelines, then they are considered in deficit.

For example, if an office building has 25,000 square feet of office space, the City of Sunnyvale would require one (1) parking space for every 250 square feet of office space. Therefore, in this case, the office building would require 100 parking spaces (25,000 sq. ft./1 parking space per 250 sq. ft.). If the property owner for the office building had 100 or more parking spaces, then the property owner would not be placing a demand for additional parking and therefore would not be assessed. However, if the property owner only had 70 on-site parking spaces then there would be a parking deficit of 30 parking spaces for that parcel.

Based upon the annual budget needed to operate and maintain the existing public parking facilities for Fiscal Year 2021-22, the assessment rates per deficit parking space for each benefit zone are summarized below in Tables No. 3.

TABLE 3 FY 2021-22 - Assessment Rate per Benefit Zone						
Benefit Zone No.	Total No. of Deficit Parking Spaces	FY 2021-22 Budgeted Maintenance	FY 2021-22 County Administration	FY 2021-22 Transfer from Car Charging Station Revenue	FY 2021-22 Total Assessment Revenue ¹	FY 2021-22 Assessment Rate Per Deficit Parking Space
1	56.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	172.38	\$29,068.65	\$274.17	\$1,925.80	\$27,417.02	\$159.05
3	2,133.15	\$156,189.54	\$1,473.15	\$10,347.55	\$147,315.14	\$69.06
4	371.28	\$8,187.82	\$77.23	\$542.45	\$7,722.60	\$20.80
Total	2,733.61	\$193,446.00	\$1,824.55	\$12,815.80	\$182,454.76	

¹ The Total Number of Deficit Parking Spaces for Benefit Zone No. 3 increased by 2.10 spaces from the prior fiscal year. The increase was due to the change in use for a portion of the property located at 165 S. Murphy Avenue. A portion of the retail store area changed to ATM Tea House.

² The County Tax Collector requires all individual assessments to be levied in even pennies so that the property tax bills can be split evenly into two payments. Therefore, in some Benefit Zones the Total Deficit Parking Demand multiplied by the FY 2021-22 Assessment per Deficit Space does not equal the FY 2021-22 Assessment Revenue and are off by pennies.

***SUNNYVALE DOWNTOWN PARKING
MAINTENANCE DISTRICT - FY 2021-22***

Maximum Annual Assessment Rate Increases

The maximum FY2021-22 assessment rates per Benefit Zone are shown below.

TABLE 4 FY 2021-22 - Maximum Assessment Rate per Benefit Zone			
Benefit Zone No.	FY 2021-22 Maximum Assessment Rate Per Deficit Space	Total No. of Deficit Parking Spaces	FY 2021-22 Maximum Assessment Revenue
1	\$0.00	56.80	\$0.00
2	\$187.45	172.38	\$32,312.63
3	\$81.39	2,133.15	\$173,617.08
4	\$24.52	371.28	\$9,103.79
Total		2,733.61	\$215,033.50

Each subsequent fiscal year the maximum annual assessment rates shown above will be increased based upon the change in the Consumer Price Index (All Urban Consumers) for the San Francisco-Oakland-San Jose Area as determined by the U. S. Department of Labor. The base CPI index used to calculate last year's maximum assessment rates was 299.690 (February 2020). For FY 2021-22 City staff used the February 2021 CPI Index which was 304.387. Therefore, the CPI increase over the FY 2020-21 rates is +1.567% for FY 2021-22 (304.387/299.690).

Exempt Parcels. Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts and public parkways and that portion of public property that is not developed and used for business purposes similar to private commercial, industrial and institutional activities. A variance may be granted by the District for any parcel, which is determined not to benefit from the assessment.

PART V

PROPERTY OWNER LIST & ASSESSMENT ROLL

A list of names and addresses of the owners of all lots and parcels of land within the Maintenance District was compiled from the last equalized secured property tax assessment roll of the Assessor of the County of Santa Clara. Such list was further defined by excluding from it all parcels that are not being assessed by the District, and as so defined, is a part of the Assessment Roll. The Assessment Roll is keyed to Assessor's parcel numbers referenced in Appendix "B" to this Report.

The total proposed annual assessment for FY 2021-22 is \$182,454.76.

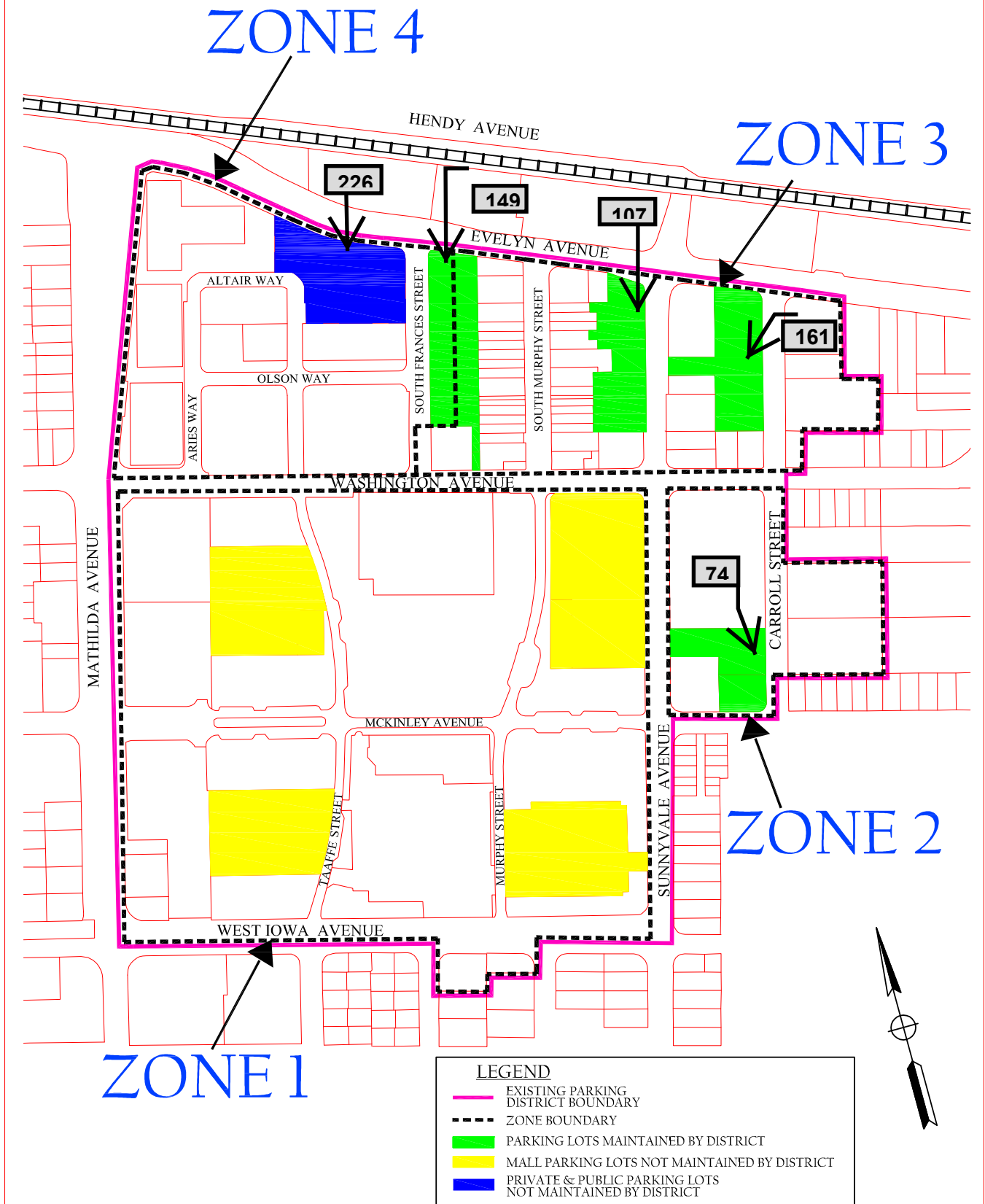
APPENDIX A

FY 2021-22

MAINTENANCE DISTRICT DIAGRAM

CITY OF SUNNYVALE

DOWNTOWN PARKING MAINTENANCE DISTRICT DIAGRAM



APPENDIX B

FY 2021-22

ASSESSMENT ROLL CALCULATIONS

City of Sunnyvale
Downtown Parking Maintenance District
Final FY 2021-22 Assessment Roll

Assessor Parcel Number	Property Owner Name	Property Address	Benefit Zone	Total Parking Demand	Existing On-Site Parking	Deficit Parking Space	FY 2021-22 Assessment
209-05-011	SMITH GREGORY B	299 E WASHINGTON AVE	3	32.12	8.00	24.12	\$1,665.72
209-05-012	HILL MARIANNE TRUSTEE & ET AL	219 E WASHINGTON AVE	3	27.35	4.00	23.35	\$1,612.54
209-05-013	ASKARINAM BEHZAD AND LOUISE TRUSTEE	205 E WASHINGTON AVE	3	21.67	24.00	0.00	\$0.00
209-05-014	INFINITE LOOP SUNNYVALE HOTEL LLC	170 S SUNNYVALE AVE	3	110.00	0.00	110.00	\$7,596.60
209-05-033	ASSEMBLIES OF GOD NTHRN CA & NV DIST COUNC	305 E WASHINGTON AVE	3	60.00	0.00	60.00	\$4,143.60
209-05-034	CARROLL STREET ASSOCIATES	174 CARROLL ST	3	64.00	34.00	30.00	\$2,071.80
209-05-036	UNIVERSITY AVENUE PARTNERS CARROLL LLC	124 CARROLL ST	3	54.80	0.00	54.80	\$3,784.48
209-05-039	ACCOLA RALPH A TRUSTEE & ET AL	122 S SUNNYVALE AVE	3	70.25	7.00	63.25	\$4,368.04
209-05-040	GOLD GARY M TRUSTEE	130 S SUNNYVALE AVE	3	16.00	0.00	16.00	\$1,104.96
209-05-047	SUNNYVALE CITY OF	S SUNNYVALE AVE	3	0.00	0.00	0.00	\$0.00
209-05-048	HUANG ROBERT	134 CARROLL ST #101	3	2.00	1.00	1.00	\$69.06
209-05-049	KEAT LIM CHENG AND LEE SIT CHIN ET AL	134 CARROLL ST #201	3	2.00	1.00	1.00	\$69.06
209-05-050	KADAM NAMRATA P	134 CARROLL ST #301	3	2.00	1.00	1.00	\$69.06
209-05-051	MCCAFFREY SHANNON T	134 CARROLL ST #102	3	2.00	1.00	1.00	\$69.06
209-05-052	GEORGIEV STANISLAV	134 CARROLL ST #202	3	2.00	1.00	1.00	\$69.06
209-05-053	EPHRATI JEREMY	134 CARROLL ST #302	3	2.00	1.00	1.00	\$69.06
209-05-054	ZHANG XUEDONG AND CAI YUNYUN	134 CARROLL ST #203	3	2.00	1.00	1.00	\$69.06
209-05-055	STRUCK DAVID P	134 CARROLL ST #303	3	2.00	1.00	1.00	\$69.06
209-06-003	HUBBARD JOHN W	127 S MURPHY AVE	3	26.14	0.00	26.14	\$1,805.22
209-06-004	HUBBARD JOHN W	133 S MURPHY AVE	3	48.33	0.00	48.33	\$3,337.66
209-06-005	KIEHL ROBERT E TRUSTEE & ET AL	135 S MURPHY AVE	3	35.00	0.00	35.00	\$2,417.10
209-06-006	PODGURSKI JOHN AND ANGELIKA TRUSTEE	139 S MURPHY AVE	3	32.47	0.00	32.47	\$2,242.38
209-06-007	141 SOUTH MURPHY LLC	141 S MURPHY AVE	3	76.27	0.00	76.27	\$5,267.20
209-06-008	GERA NICHOLAS AND SUEANNE TRUSTEE	151 S MURPHY AVE	3	39.99	0.00	39.99	\$2,761.70
209-06-009	GERA NICHOLAS AND SUEANNE TRUSTEE & ET AL	155 S MURPHY AVE	3	45.45	0.00	45.45	\$3,138.78
209-06-010	LI GEORGE J AND LINDA	163 S MURPHY AVE	3	54.02	0.00	54.02	\$3,730.62
209-06-011	BOURSALIAN HRAIR AND ARAKNAZ TRUSTEE	165 S MURPHY AVE	3	8.33	0.00	8.33	\$575.26
209-06-012	ACEVEDO JOSE C TRUSTEE	173 S MURPHY AVE	3	13.64	0.00	13.64	\$941.98

City of Sunnyvale
Downtown Parking Maintenance District
Final FY 2021-22 Assessment Roll

Assessor Parcel Number	Property Owner Name	Property Address	Benefit Zone	Total Parking Demand	Existing On-Site Parking	Deficit Parking Space	FY 2021-22 Assessment
209-06-013	MERGEN CAPITAL LLC	175 S MURPHY AVE	3	35.43	0.00	35.43	\$2,446.80
209-06-014	MERGEN CAPITAL LLC	181 S MURPHY AVE	3	40.67	0.00	40.67	\$2,808.66
209-06-016	SUNNY 195 LLC	123 W WASHINGTON AVE	3	206.47	0.00	206.47	\$14,258.82
209-06-017	ESCALANTE NANCY G TRUSTEE & ET AL	197 S MURPHY AVE	3	12.00	0.00	12.00	\$828.72
209-06-018	HASS EVON K TRUSTEE & ET AL	165 W WASHINGTON AVE	3	132.88	0.00	132.88	\$9,176.68
209-06-022	PERRY MARIA L TRUSTEE	105 S MURPHY AVE	3	64.78	0.00	64.78	\$4,473.70
209-06-025	CALI CAROL M ET AL	141 E WASHINGTON AVE	3	8.28	0.00	8.28	\$571.82
209-06-026	DUBROVNIK PROPERTIES LLC	192 S MURPHY AVE	3	50.67	0.00	50.67	\$3,499.26
209-06-027	CALI CAROL M TRUSTEE & ET AL	190 S MURPHY AVE	3	50.67	0.00	50.67	\$3,499.26
209-06-028	CHESWYCKE LLC	182 S MURPHY AVE	3	9.64	0.00	9.64	\$665.74
209-06-029	WHITFIELD WENDELL L AND MARY A TRUSTEE & ET AL	178 S MURPHY AVE	3	25.45	0.00	25.45	\$1,757.58
209-06-030	WONG CHICK CHUEN TRUSTEE & ET AL	172 S MURPHY AVE	3	17.37	0.00	17.37	\$1,199.56
209-06-031	JAYAN ELLE LLC	168 S MURPHY AVE	3	25.48	0.00	25.48	\$1,759.64
209-06-034	SUN CHRISTOPHER S ET AL	146 S MURPHY AVE	3	137.50	0.00	137.50	\$9,495.74
209-06-037	BILIC ANTE TRUSTEE	130 S MURPHY AVE	3	36.00	0.00	36.00	\$2,486.16
209-06-038	UNLU ISMAIL JAN AND MERAL TRUSTEE	124 S MURPHY AVE	3	30.00	0.00	30.00	\$2,071.80
209-06-059	SUNNYVALE HOUSE OF KABOBS INC	161 S MURPHY AVE	3	16.56	0.00	16.56	\$1,143.62
209-06-070	YOUNG PATRICK TRUSTEE & ET AL	114 S MURPHY AVE	3	7.24	0.00	7.24	\$499.98
209-06-071	SUNNYVALE CITY OF	S SUNNYVALE AVE	3	0.00	0.00	0.00	\$0.00
209-06-072	GOODWILL INDUSTRIES OF SANTA CLARA COUNTY	151 E WASHINGTON AVE	3	36.72	0.00	36.72	\$2,535.88
209-06-073	SUNNYVALE CITY OF	130 S FRANCES ST	3	0.00	0.00	0.00	\$0.00
209-06-075	DUBROVNIK PROPERTIES LLC	100 S MURPHY AVE #5	3	101.84	0.00	101.84	\$7,033.06
209-06-076	SUNNYVALE CITY OF		3	0.00	0.00	0.00	\$0.00
209-06-077	GERA NICHOLAS AND SUEANNE TRUSTEE & ET AL	117 S MURPHY AVE	3	160.00	0.00	160.00	\$11,049.60
209-06-079	BALFE LIAM ET AL	159 S SUNNYVALE AVE	3	39.00	0.00	39.00	\$2,693.34
209-06-080	WHITFIELD WENDELL L AND MARY A TRUSTEE & ET AL	187 S MURPHY AVE	3	16.67	0.00	16.67	\$1,151.22
209-06-081	BILIC ANTE TRUSTEE	136 S MURPHY AVE	3	102.67	0.00	102.67	\$7,090.38
209-07-007	KASIK MARTIN A AND SHARON K TRUSTEE & ET AL	150 ARIES WAY	4	77.20	20.00	57.20	\$1,189.76

City of Sunnyvale
Downtown Parking Maintenance District
Final FY 2021-22 Assessment Roll

Assessor Parcel Number	Property Owner Name	Property Address	Benefit Zone	Total Parking Demand	Existing On-Site Parking	Deficit Parking Space	FY 2021-22 Assessment
209-07-022	SPF MATHILDA LLC	190 MATHILDA PL	4	413.00	357.00	56.00	\$1,164.80
209-07-023	SPF MATHILDA LLC	150 MATHILDA PL	4	443.00	384.00	59.00	\$1,227.20
209-07-024	SPF MATHILDA LLC	100 MATHILDA PL, #101	4	704.00	609.00	95.00	\$1,976.00
209-07-025	CITY OF SUNNYVALE	200 W EVELYN AVE	4	0.00	0.00	0.00	\$0.00
209-07-026	BRE PROPERTIES INC		4	74.03	30.00	44.03	\$915.82
209-07-027	BRE PROPERTIES INC		4	53.04	23.00	30.04	\$624.82
209-07-028	SC LOFT HOUSE ONE LLC ET AL		4	31.01	1.00	30.01	\$624.20
209-07-029	SC LOFT HOUSE ONE LLC ET AL		4	0.00	0.00	0.00	\$0.00
209-07-030	SC LOFT HOUSE ONE LLC ET AL		4	0.00	0.00	0.00	\$0.00
209-07-031	SC LOFT HOUSE ONE LLC ET AL		4	0.00	0.00	0.00	\$0.00
209-10-050	PACIFIC BELL	234 CARROLL ST	2	56.49	54.00	2.49	\$396.02
209-10-060	SUNNYVALE CITY OF	MC KINLEY AVE	2	0.00	0.00	0.00	\$0.00
209-10-061	CHANG HAI RAN TRUSTEE	298 S SUNNYVALE AVE	2	108.00	0.00	108.00	\$17,177.40
209-10-062	SUNNYVALE CITY OF	S SUNNYVALE AVE	2	0.00	0.00	0.00	\$0.00
209-10-063	CCHNC PLAZA DE LAS FLORES LLC	200 E WASHINGTON AVE	2	95.89	34.00	61.89	\$9,843.60
209-26-001	ABSAR HIBA M ET AL	405 S MURPHY	1	2.22	0.00	2.22	\$0.00
209-26-066	HHF ENTERPRISE, LLC	150 W IOWA	1	47.58	9.00	38.58	\$0.00
209-34-001	ARCHDEACON DARLENE HEIDI ROMANO ET AL	379 S MATHILDA	1	0.00	0.00	0.00	\$0.00
209-34-002	ARCHDEACON DARLENE HEIDI ROMANO ET AL	380 S MATHILDA	1	34.00	18.00	16.00	\$0.00
209-34-019	STC VENTURE BLOCK B LLC		1	0.00	0.00	0.00	\$0.00
209-34-020	STC VENTURE BLOCK F1 LLC		1	0.00	0.00	0.00	\$0.00
209-34-021	REDUS SVTC LLC		1	0.00	0.00	0.00	\$0.00
209-34-024	STC VENTURE LLC		1	0.00	0.00	0.00	\$0.00
209-34-025	REDUS SVTC LLC		1	0.00	0.00	0.00	\$0.00
209-34-029	SUNNYVALE OFFICE ACQUISITION		1	0.00	0.00	0.00	\$0.00
209-34-030	SUNNYVALE OFFICE ACQUISITION		1	0.00	0.00	0.00	\$0.00
209-35-013	STC VENTURE LLC		1	0.00	0.00	0.00	\$0.00
209-35-014	REDEV AGENCY CITY OF SUNNYVALE		1	0.00	0.00	0.00	\$0.00

City of Sunnyvale
Downtown Parking Maintenance District
Final FY 2021-22 Assessment Roll

Assessor Parcel Number	Property Owner Name	Property Address	Benefit Zone	Total Parking Demand	Existing On-Site Parking	Deficit Parking Space	FY 2021-22 Assessment
209-35-015	STC VENTURE LLC		1	0.00	0.00	0.00	\$0.00
209-35-016	STC VENTURE BLOCK 6 LLC		1	0.00	0.00	0.00	\$0.00
209-35-017	STC VENTURE BLOCK 6 LLC		1	0.00	0.00	0.00	\$0.00
209-35-018	REDUS SVTC LLC		1	0.00	0.00	0.00	\$0.00
209-35-019	STC VENTURE BLOCK 6 LLC		1	0.00	0.00	0.00	\$0.00
209-35-022	STC VENTURE 200WA LLC		1	0.00	0.00	0.00	\$0.00
209-35-023	STC VENTURE BLOCK 3RWS LLC		1	0.00	0.00	0.00	\$0.00
209-35-024	STC VENTURE LLC		1	0.00	0.00	0.00	\$0.00
209-35-028	TARGET CORPORATION		1	0.00	0.00	0.00	\$0.00
209-35-029	STC VENTURE LLC		1	0.00	0.00	0.00	\$0.00
209-39-001	STC VENTURE LLC		1	0.00	0.00	0.00	\$0.00
209-39-002	STC VENTURE LLC		1	0.00	0.00	0.00	\$0.00
209-39-003	STC VENTURE LLC		1	0.00	0.00	0.00	\$0.00
209-39-004	STC VENTURE LLC		1	0.00	0.00	0.00	\$0.00
209-40-001	STC VENTURE LLC		1	0.00	0.00	0.00	\$0.00
209-40-002	STC VENTURE LLC		1	0.00	0.00	0.00	\$0.00
209-40-003	STC VENTURE LLC		1	0.00	0.00	0.00	\$0.00
209-40-004	STC VENTURE LLC		1	0.00	0.00	0.00	\$0.00
209-41-001	STC VENTURE LLC		1	0.00	0.00	0.00	\$0.00
209-41-002	STC VENTURE LLC		1	0.00	0.00	0.00	\$0.00
209-41-003	STC VENTURE LLC		1	0.00	0.00	0.00	\$0.00
209-41-004	STC VENTURE LLC		1	0.00	0.00	0.00	\$0.00
209-45-001	LIANG PAKYAN TRUSTEE & ET AL		2	2.00	2.00	0.00	\$0.00
209-45-002	YANG SHENGQI AND BU HE		2	2.00	2.00	0.00	\$0.00
209-45-003	QU LIANG		2	2.00	2.00	0.00	\$0.00
209-45-004	PATHAN SHAMMA AND KANAPARTHI GAUTAM		2	2.00	2.00	0.00	\$0.00
209-45-005	RODRIGUEZ AMALIA C		2	2.00	2.00	0.00	\$0.00
209-45-006	TRAN DANNY AND BUI ANNIE		2	2.00	2.00	0.00	\$0.00

City of Sunnyvale
Downtown Parking Maintenance District
Final FY 2021-22 Assessment Roll

Assessor Parcel Number	Property Owner Name	Property Address	Benefit Zone	Total Parking Demand	Existing On-Site Parking	Deficit Parking Space	FY 2021-22 Assessment
209-45-007	WANG GAONAN AND LI XIAOBIN		2	2.00	2.00	0.00	\$0.00
209-45-008	ALBA JULIO C CORREA AND BENAVIDES MARIA I		2	2.00	2.00	0.00	\$0.00
209-45-009	SHAFIQ SANA MOHAMMED SHAMS		2	2.00	2.00	0.00	\$0.00
209-45-010	SUN MICHAEL L AND TAMMY Y		2	2.00	2.00	0.00	\$0.00
209-45-011	SUN TING AND YANG ANNIE TRUSTEE		2	2.00	2.00	0.00	\$0.00
209-45-012	WEN YUE AND YAO PEI		2	2.00	2.00	0.00	\$0.00
209-45-013	THAKUR RANDHIR AND SHALINI		2	2.00	2.00	0.00	\$0.00
209-45-014	SUN TIANBO AND BAI YANG		2	2.00	2.00	0.00	\$0.00
209-45-015	BHULLER BANDHA AND GURINDER J		2	2.00	2.00	0.00	\$0.00
209-45-016	ZHU JIAXIN		2	2.00	2.00	0.00	\$0.00
209-45-017	KONG DEGUANG AND PAN QIHE		2	2.00	2.00	0.00	\$0.00
209-45-018	MURPHY DAVID AND ZHANG JIECHEN		2	2.00	2.00	0.00	\$0.00
209-45-019	BUCK KEITH ALEXANDER & SHUNING WANG		2	2.00	2.00	0.00	\$0.00
209-45-020	KWONG STEPHEN HAO-KAI AND MYRA YUEN-CHING		2	2.00	2.00	0.00	\$0.00
209-45-021	WANG YANG AND CHUAN		2	2.00	2.00	0.00	\$0.00
209-45-022	KUNG EDEN YIH- CHEN AND CHANG TINA		2	2.00	2.00	0.00	\$0.00
209-45-023	LI JIA WEN ET AL		2	2.00	2.00	0.00	\$0.00
209-45-024	VAZE NIKHIL P AND PRIYANKA		2	<u>2.00</u>	<u>2.00</u>	<u>0.00</u>	<u>\$0.00</u>
				4,403.28	1,672.00	2,733.61	\$182,454.76

DRAFT 6/1/2021 *RLB*

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE TO APPROVE THE ANNUAL
ENGINEER'S REPORT AND TO CONFIRM THE
ASSESSMENT AND LEVY AN ANNUAL ASSESSMENT
FOR THE DOWNTOWN PARKING MAINTENANCE
DISTRICT ASSESSMENT FOR FISCAL YEAR 2021-2022**

WHEREAS, on May 25, 2021 the City Council adopted Resolution No. 1056-21 declaring its intention to levy and collect an assessment for the Downtown Parking Maintenance District for fiscal year 2021-2022, and for each fiscal year thereafter and to set date and time for public hearing on the levy of the proposed assessment; and

WHEREAS, on June 29, 2021, the City Council held a public hearing at the time and place specified in the Resolution of Intention to Levy and Collect an Assessment, where all interested persons were afforded the opportunity to hear and be heard, and to consider oral statements and written protests made or filed by any interested person.

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

1. Francisco & Associates, the Assessment Engineer, has filed with the City Clerk, the report required by Chapter 14.26 of the Sunnyvale Municipal Code, which report is open to public inspection and by reference incorporated herein. The report includes the total amount of the proposed assessment to the entire district for Fiscal Year 2021-2022, the amount chargeable to the record owner's parcel for that year, the duration of the payments, the reason for the assessment, and the basis upon which the proposed assessment was calculated. All interested persons are referred to that report for a full and detailed description of the improvements, the boundaries of the assessment district, the assessment zones, and the proposed assessments upon assessable lots and parcels of land within the assessment district.

2. The City Council finds that the Assessment Engineer, in the Engineer's Report, has fairly and properly apportioned the cost of the improvement to each parcel of land in the assessment district in proportion to the estimated benefits to be received by each parcel, respectively, from the improvement. The inflation factor is consistent with published data by the U.S. Department of Labor.

3. The City Council hereby approves the Engineer's Report and each component part of it, including each exhibit incorporated by reference in the report, and levies each individual assessment as stated in the Engineer's Report for the Fiscal Year 2021-2022.

4. The City Council finds that there was no majority protest with the meaning of the Law and all protests and objections to the levy and collection of the assessment and any and all protests and objections are hereby overruled by the City Council. The adoption of this Resolution shall constitute a levy of an assessment for the Fiscal Year 2021-2022, which shall be collected in the same manner as the County of Santa Clara *ad-valorem* property tax payments for Fiscal Year 2021-2022.

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

21-0696

Agenda Date: 6/29/2021

REPORT TO COUNCIL

SUBJECT

Adoption of Emergency Ordinance of the City of Sunnyvale to Temporarily Suspend Evictions for Nonpayment of Rent by Residential Tenants Impacted by the COVID-19 Emergency Effective From July 1, 2021 Through September 30, 2021

BACKGROUND

On March 12, 2020, in response to the spread of COVID-19, the Sunnyvale City Manager declared a local emergency, which was ratified by the City Council on March 17, 2020. On March 20, 2020, Governor Newsom issued Executive Order N-33-20 which included a 'Stay-at-Home' Order by the State Health Officer to protect the public health from COVID-19.

Many Sunnyvale residents suffered unemployment and a loss of income as a result of the COVID-19 pandemic and related public health orders. On March 31, 2020, the City Council adopted an emergency ordinance (Ordinance No. 3157-20) and introduced a regular ordinance, which was adopted on April 7, 2020 (Ordinance No. 3158-20), enacting a moratorium on evictions for non-payment of rent by residential tenants impacted by the COVID-19 pandemic. The City's eviction moratorium was subsequently superseded by state law. On September 1, 2020, the COVID-19 Tenant Relief Act (AB 3088) was adopted, prohibiting evictions for non-payment of rent of tenants facing financial hardship because of COVID-19 for the time period of March 1, 2020 to August 31, 2020. From September 31, 2020 onward through January 31, 2021, such tenants could not be evicted as long as they paid at least 25% of the rent due during that period. On January 29, 2021, Governor Newsom signed SB 91, the Statewide Eviction Moratorium, which extended the tenant protections in AB 3088 through June 30, 2021. The SB 91 eviction protections for residential tenants, as well as federal protections against evictions, are set to expire on June 30, 2021.

In addition to eviction protections, SB 91 also established a State Emergency Rental Assistance Program (ERAP). Under ERAP, eligible renters can apply for landlords to be reimbursed for up to 80% of each eligible household's unpaid rent due between April 1, 2020, and March 31, 2021 provided that the landlord agrees to waive the remaining 20% of unpaid rent. If a landlord chooses not to participate in the program, the tenant may still apply for rental assistance for up to 25% of unpaid rent due between April 1, 2020, and March 31, 2021. Unfortunately, roll-out of the ERAP program has been slow. Many tenants remain at risk of eviction as they wait for applications and payments to be processed. As a result, evictions that may be preventable could occur starting July 1, 2021, when the State Eviction Moratorium expires.

Although the fact that the State is considering extending the Statewide Eviction Moratorium has been well-publicized, as of the date of this report, the State has not announced a plan to extend eviction protections beyond June 30, 2021. Starting July 1, 2021, without federal and state protections, tenants could face eviction proceedings for lack of payment of ongoing rent. The proposed ordinance

would extend eviction protections through September 30, 2021 for tenants who faced financial hardship related to COVID-19. This time period will allow such tenants and their families to remain in their homes and gain some stability as the economy starts functioning at a normal level and allow them time to access state and local ERAP benefits if qualified.

EXISTING POLICY

CHARTER OF THE CITY OF SUNNYVALE

Article VII Ordinances and Legal Notices

Section 701 - Emergency Ordinances

Any ordinance declared by the City Council to be necessary as an emergency measure for preserving the public peace, health or safety, and containing a statement of the reasons for its urgency, may be introduced and adopted at one and the same meeting if passed by at least five affirmative votes.

GENERAL PLAN

Housing Element

GOAL HE-5 EQUAL HOUSING OPPORTUNITIES

Promote equal housing opportunities for all residents, including Sunnyvale's special needs populations, so that residents can reside in the housing of their choice.

ENVIRONMENTAL REVIEW

Adoption of an emergency ordinance does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

DISCUSSION

1. Necessity for Emergency Ordinance

The COVID-19 pandemic continues to cause widespread economic stress on Sunnyvale residents who have lost jobs or income because of the wide-ranging impacts of COVID-19. If the Statewide Eviction Moratorium is not extended, beginning on July 1, 2021, tenants facing financial hardship due to COVID-19 will not have protection against eviction for nonpayment of rent. An increase in evictions and related displacement may create undue hardship for renters through stress, anxiety, and additional relocation costs, and will likely intensify pre-existing economic pressures related to the COVID-19 pandemic and may also result in increased homelessness.

The proposed Emergency Ordinance is designed to provide tenants with uninterrupted protection against eviction through the end of September to provide more time for COVID-19 related relief funds to be distributed and for tenants' incomes to stabilize, which could help avert many preventable evictions. Other jurisdictions, both locally and statewide, have adopted or are considering ordinances to extend the protections of the Statewide Eviction Moratorium under SB 91 if the state does not act to do so.

2. City's Proposed Ordinance

The proposed Emergency Ordinance is designed to (1) provide tenants affected by COVID-19 with uninterrupted protection from eviction for nonpayment of rent through September 30, 2021; and (2) provide terms that are substantially similar to the eviction protections of SB 91, essentially maintaining the status quo for an additional 90 days and minimizing new rules for landlords and tenants to learn and understand. Staff carefully considered how long the extension for eviction protections should stay in place, and is recommending a 90 day period to align with the Governor's statement that COVID cases will be monitored throughout the summer and the emergency declaration will be evaluated at the end of September. It is possible that emergency declarations may remain in place beyond the duration of the most urgent housing needs. Therefore, to balance tenants' needs for some additional time to adjust to the changing economic landscape with landlords' needs for certainty related to rental payments and income, staff recommends a 90-day extension of COVID-19-related eviction protections that aligns with the State's anticipated timeframe for evaluating the COVID-19 emergency situation.

The proposed Emergency Ordinance explains the facts that justify its adoption and contains required findings that the regulation is necessary for the immediate preservation of the public peace, health, or safety-that the impacts of the COVID-19 crisis continue to create significant financial hardships for residential tenants in the City, and the likely consequences of potential mass evictions if the Statewide Eviction Moratorium is not extended. City Charter Section 701 requires five affirmative votes to adopt an emergency ordinance.

Key elements of the proposed Sunnyvale ordinance include:

- a. Residential tenants who have provided landlords notice of financial impacts of COVID-19 may not be evicted for nonpayment of rent due between July 1, 2021 and September 30, 2021. Evictions for any other reason would be permitted.
- b. Outstanding rent which has accumulated since the beginning of the various eviction moratorium regulations that initially would have been due between July 1, 2021 and August 31, 2021, would be due on October 1, 2021.
- c. Tenants must pay 25% of rental payments due during the extension period by September 30, 2021. If 25% of rent is not paid, landlords may pursue eviction actions starting on October 1, 2021.
- d. Other outstanding rent due from July 1, 2021 through September 30, 2021 can be collected as consumer debt starting on October 1, 2021; however, if 25% of rent for this period is paid, nonpayment of the balance would not provide a basis for eviction.
- e. Rent due on or after October 1, 2021 may be collected when that rent is due.
- f. As an emergency ordinance, it will be adopted immediately and its provisions will take effect on July 1, 2021, when the City is no longer restricted by state law from taking such actions. If the state adopts an extension of the Statewide Eviction Moratorium before July 1, the Emergency Ordinance will not go into effect. Similarly, the Emergency Ordinance will be rescinded if the state adopts an extension after July 1. Staff found that the overlapping and sometimes conflicting State and local rules on this topic early in the pandemic created significant confusion and effort for both landlords and tenants, and believes that a streamlined approach that defers to state law is preferable to a patchwork of regulation at different levels if the state approves an extension and that option is

available.

3. Outreach and Next Steps

If the Emergency Ordinance is adopted, the City will provide notice to the community and educate landlords on its details, including that they are prohibited from evicting tenants for nonpayment of rent due to the impact of COVID-19. In addition, the City partners with Project Sentinel for Tenant-Landlord Dispute Resolution Services. The Dispute Resolution Services Program provides counseling and dispute resolution services to renters and landlords, including counseling services on rights and responsibilities, information and referral services, educational services, and various dispute resolution alternatives including tenant/landlord mediation. The Program helps to assure that City residents are treated in accordance with all applicable federal, state and local laws.

FISCAL IMPACT

Adoption of this Emergency Ordinance will have no direct fiscal impact on the City. Staff time will be required to advise property owners of the moratorium and to inform and answer questions from the community about the ordinance.

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.

ALTERNATIVES

1. Adopt an Emergency Ordinance of the City of Sunnyvale to Temporarily Suspend Evictions for Nonpayment of Rent by Residential Tenants Impacted by the COVID-19 Emergency Effective from July 1, 2021 through September 30, 2021.
2. Do not adopt an ordinance.

STAFF RECOMMENDATION

Alternative 1: Adopt an Emergency Ordinance of the City of Sunnyvale to Temporarily Suspend Evictions for Nonpayment of Rent by Residential Tenants Impacted by the COVID-19 Emergency Effective from July 1, 2021 through September 30, 2021.

Prepared by: Ryan Dyson, Housing Specialist

Reviewed by: Jenny Carloni, Housing Officer

Reviewed by: Trudi Ryan, Community Development Director

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Draft Emergency Eviction Moratorium Ordinance

ORDINANCE NO. _____

**AN EMERGENCY ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SUNNYVALE TO TEMPORARILY
SUSPEND EVICTIONS FOR NONPAYMENT OF RENT FOR
RESIDENTIAL TENANTS IMPACTED BY THE COVID-19
EMERGENCY EFFECTIVE FROM JULY 1, 2021
THROUGH SEPTEMBER 30, 2021**

WHEREAS, the Sunnyvale City Council hereby makes the following findings and declarations with respect to the COVID-19 emergency:

1. Section 701 of the Sunnyvale City Charter authorizes the City Council, with at least five affirmative votes, to introduce and adopt at the same meeting an emergency ordinance the Council declares necessary for preserving the public peace, health or safety.
2. Government Code Sections 36394 and 36937 allow a city, including a charter city, to adopt an urgency ordinance to take effect immediately upon its adoption for the preservation of the public peace, health, or safety upon a finding of facts constituting the urgency.
3. International, national, state, and local health and governmental authorities are continuing to respond to an outbreak of respiratory disease caused by the novel coronavirus named COVID-19 and the attendant social and economic effects that continue to linger even as significant progress has been made against slowing the spread of COVID-19 itself.
4. On March 4, 2020, the Governor of the State of California proclaimed a “state of emergency” to make additional resources available, formalize emergency actions already under way across multiple State agencies and departments, and help the State prepare for the broader spread of COVID-19. On March 11, 2020, the World Health Organization declared the COVID-19 outbreak a global pandemic. On March 12, 2020, the City Manager acting as the Director of Emergency Services proclaimed the existence of a local emergency within the City related to the COVID-19 outbreak, which the City Council unanimously ratified and confirmed on March 17, 2020. On March 13, 2020, the President of the United States of America declared a national emergency and announced that the Federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19.
5. On March 16, 2020, the Health Officer of the County of Santa Clara issued an order directing all individuals living in the County to shelter in their place of residence, except for certain essential services; directing all businesses and governmental agencies to cease nonessential operations at physical locations in the County; and prohibiting all nonessential gatherings and travel. That order was subsequently revised and extended multiple times throughout 2020, including but not limited to April 29 and May 18, 2020.
6. On March 19, 2020, the Governor of the State of California issued Executive Order N-33-

20 ordering all Californians to stay home for an undetermined period. Over the following 14 months, the County Health Officer and State of California issued numerous orders designed to limit the spread of COVID-19 through regulation of the operations of businesses and industries, and activities and conduct required for individuals.

7. On March 27, 2020, Governor Newsom issued Executive Order N-37-20 banning the enforcement of eviction orders for renters affected by COVID-19 through May 31, 2020. On April 6, 2020, the California Judicial Council promulgated emergency rules in response to the 2020 COVID-19 pandemic that temporarily suspended entry of default and trials in eviction proceedings in the Superior Courts.
8. On March 31, 2020, the City Council adopted an emergency ordinance (Ordinance No. 3157-20) that temporarily suspended residential evictions for nonpayment of rent by tenants impacted by COVID-19, finding that such action was appropriate during the emergency situation because of the important interests of protecting the public health and preventing transmission of COVID-19, avoiding unnecessary housing displacement, protecting the City's affordable housing stock, and preventing housed individuals from falling into homelessness.
9. On May 29 and June 30, 2020, Governor Newsom issued Executive Orders N-66-20 and N-71-20, which extended suspension of any provision of State law that would preempt or otherwise restrict a local government's exercise of police powers to impose substantive limits on residential or commercial evictions under certain conditions.
10. On August 31, 2020, the State Legislature adopted Assembly Bill 3088 ("AB 3088"), a Statewide Eviction Moratorium which preempted any local ordinances regulating residential evictions in response to the COVID-19 pandemic that went into effect from August 19, 2020 through January 31, 2021. AB 3088 included the COVID-19 Tenant Relief Act of 2020 (Code of Civil Procedure, Part 3, Title 3, Chapter 5, Sections 1179.01 to 1179.07, referred to in this Ordinance as the "Statewide Eviction Moratorium"), which provides critical protections from eviction for tenants to help prevent mass evictions in the midst of the COVID-19 pandemic. Because of the breadth of Assembly Bill 3088's protections, it preempted many of the residential tenant protections within the City's eviction moratorium related to non-payment of rent.
11. On September 4, 2020, the United States Centers for Disease Control announced an order ("CDC Order") temporarily halting evictions nationwide for certain residential tenants, which will sunset on June 30, 2021.
12. Many of the state's protections against eviction were initially scheduled to expire on January 31, 2021. On January 29, 2021, Senate Bill 91 ("SB 91") extended many of the protections of AB 3088 until June 30, 2021, established a state emergency rental assistance program, and prohibited new local eviction moratoria related to the COVID-19 pandemic from taking effect until July 1, 2021. Under this legislation, residential tenants facing hardship related to COVID-19 cannot be evicted if they pay at least 25% of rent due between September 1, 2020 through June 30, 2021 by June 30, 2021. Actions to collect the

back rent owed by these tenants must be brought in small claims court and may not commence before August 1, 2021. Tenants who did not make the minimum payments required under the statute are not protected from eviction, and are not protected from an eviction proceeding based on the ongoing obligation to pay rent as of July 1, 2021.

13. On June 11, 2021, Governor Newsom issued Executive Order N-07-21 discontinuing the Statewide Stay at Home Order and Blueprint for a Safer Economy on June 15, 2021; however, the California state of emergency and the City's local emergency declarations related to COVID-19 remain in effect. The Governor has announced that the State will continue to closely monitor cases and spread of COVID-19 at least through September 30, 2021 and that the "state of emergency" will remain in place to allow ongoing aid programs and recovery efforts to continue without interruption.
14. Although California "reopened" on June 15, 2021, certain measures intended to limit the spread of COVID-19, particularly among unvaccinated individuals, remain in effect. Although the stay-home/shelter orders and other orders regulating operations, capacity, and similar measures have been lifted with the reopening, many residents continue to suffer economic hardship that began while those orders were in effect.
15. As a result of the public health emergency and the precautions recommended by health authorities, many tenants in Sunnyvale experienced sudden income loss, layoffs, and business closure, thereby placing increased demands on already strained regional and local health and safety resources.
16. Although resources have been identified to help repay landlords for rent lost during the pandemic and to provide tenants with financial assistance to continue making rent payments, many of these resources have been slow or not yet able to distribute funds.¹ Delays in the distribution of financial assistance may contribute to increased eviction risk for those households that are still waiting for their claims to be processed.
17. The City Council finds and determines that, if a temporary suspension on evictions from residential units due to a resident's loss of substantial income arising out of the consequences of the COVID-19 pandemic were not imposed now, the public health, safety, and welfare will be immediately threatened because, upon the expiration of the Statewide Eviction Moratorium on July 1, 2021, landlords can initiate action to evict tenants who were unable to pay rent due to a substantial loss of income.
18. For the reasons set forth above, the City Council declares this Emergency Ordinance necessary for preserving the public welfare, health, or safety and to avoid a current, immediate, and direct threat to the health, safety, or welfare of the community. These findings and declarations constitute the City Council's statements of the reasons constituting such necessity and urgency.

¹ See, e.g., California Eviction Moratorium still in Limbo Ahead of June 30 Expiration, Lauren Hepler & Alexei Koseff, San Francisco Chronicle, June 23, 2021, <https://www.sfchronicle.com/local/article/California-eviction-moratorium-still-in-limbo-16269705.php>

19. The pandemic appears to be coming under control, but it is not yet over, and the threat of mass evictions starting July 1, 2021 is a looming crisis for tenants who could be directly affected as well as for the City of Sunnyvale as a whole. The City has a shortage of affordable rental housing, a significant percentage of the City's households are renters, and many potentially impacted renters are both at risk of permanent displacement, should they be forced to leave their current homes, and also essential workers who will be needed immediately if the pandemic takes a turn for the worse. Moreover, the same communities that faced the highest exposure to COVID-19, such as essential workers working for low wages, now face an epidemic of evictions, which are deeply tied to higher suicide rates, heart disease, and hypertension.² Eviction protections can help prevent the direct and indirect public health effects associated with COVID-19 and housing insecurity.
20. SB 91 also established a state Emergency Rental Assistance (ERAP) program in which landlords may be reimbursed for up to 80% of each eligible household's unpaid rent due between April 1, 2020 and March 31, 2021, conditioned on the landlord's agreement to waive the remaining 20% of unpaid rent for that specific time period. Eligible tenants whose landlords choose not to participate in the program may receive up to 25% of unpaid rent due between April 1, 2020, and March 31, 2021. However, implementation of the ERAP program and distribution of rental assistance payments has been slow and many tenants remain at risk of eviction. In the event the Legislature does not take action to extend the protections provided by AB 3088 and SB 91, a significant number of residential tenants within the County will face eviction resulting in negative economic impacts and substantial hardships to the tenants starting July 1. Further, federal protections afforded by the CDC Order will expire on June 30, 2021. Therefore, both federal and state eviction protections for residential tenants will expire on June 30, 2021. State and Federal relief programs have been delayed and only began processing applications in May 2021, and these funding delays have in turn impacted the City's efforts to administer relief to landlords and tenants.³ A short-term extension of eviction protections is necessary to help tenants during this transitional phase. Extending the moratorium will give renters time to access rent relief programs and will allow nurses and public health practitioners to focus attention on healing individuals and communities.
21. This Emergency Ordinance intends to prevent mass evictions that would threaten the public health by increasing housing instability, contributing to overcrowding, and increasing homelessness while landlords and tenants await relief funds and adjust to a COVID-19

² Extend the Eviction Moratorium to Ward off Another Public Health Crisis, CalMatters, June 9, 2021, <https://calmatters.org/commentary/my-turn/2021/06/extend-the-eviction-moratorium-to-ward-off-another-public-health-crisis-2/>

³ Cash to Help California Renters Goes Unspent with Eviction Protections Expiring Soon, Los Angeles Times, May 20, 2021, <https://www.latimes.com/california/story/2021-05-20/california-renters-unspent-financial-assistance-eviction-protections-expiring>;

Thousands of Renters and Landlords Await State Aid as Eviction Moratorium Set to Expire, KQED, Erin Baldasarri, June 10, 2021, <https://www.kqed.org/news/11877600/thousands-of-renters-and-landlords-await-state-aid-as-eviction-moratorium-set-to-expire>

recovery landscape. To comply with the preemption provisions of SB 91 and provide tenant protections as soon as the Statewide Eviction Moratorium's protections are due to expire, the City's residential tenant eviction moratorium will take effect no earlier than July 1, 2021. Nothing in this Emergency Ordinance shall affect or impair the application of any other City law or the Statewide Eviction Moratorium with respect to rent payments that came due before July 1, 2021.

22. Nothing in this Ordinance will waive a tenant's obligations to pay back rent owed once this Ordinance is no longer effective.

23. This Ordinance is temporary and not a general ordinance in force required to be codified pursuant to Section 704 of the City Charter; and

WHEREAS, to address the potential impacts discussed in the foregoing recitals and findings, the City of Sunnyvale desires to adopt an uncoded ordinance to temporarily suspend residential evictions for nonpayment of rent by tenants financially impacted by COVID-19.

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

SECTION 1. INCORPORATION OF FINDINGS AND RECITALS. The City Council hereby finds, determines, and declares that (1) all the foregoing recitals and findings and the staff report presented with this Ordinance are true and correct and incorporates and adopts them as findings of the City Council as if fully set forth herein, and (2) this Emergency Ordinance adopted pursuant to Sunnyvale City Charter Section 701 is necessary for all the reasons stated such recitals and findings.

SECTION 2. URGENT NEED. Based on the foregoing recitals and findings, all of which are deemed true and correct, the City Council hereby finds this Ordinance is urgently needed to temporarily suspend residential evictions for nonpayment of rent stemming from the COVID-19 emergency, for the immediate preservation of the public peace, health, and safety. This Emergency Ordinance shall take effect immediately upon adoption in accordance with the provisions set forth in Sunnyvale City Charter Section 701.

SECTION 3. EMERGENCY ORDINANCE ENACTING TEMPORARY MORATORIUM ON EVICTIONS FOR NONPAYMENT OF RENT BY RESIDENTIAL TENANTS IMPACTED BY THE COVID-19 PANDEMIC. A moratorium on eviction for non-payment of rent by residential tenants impacted by the COVID-19 pandemic is adopted as follows:

1. **Policy and Purpose.** The purpose of this emergency ordinance is to prevent, at the beginning of the COVID-19 recovery period, possible mass evictions of residential tenants in Sunnyvale who have been directly impacted by the COVID-19 pandemic, by temporarily suspending residential evictions for nonpayment of rent for tenants who have certified to their landlords that they have suffered financial hardship related to COVID-19. Such evictions are likely to threaten the public health by increasing housing instability, contributing to overcrowding, and increasing homelessness. They are also likely avoidable

in many cases because COVID-19 relief funds for tenants and landlords are available, but to date application and payment processing has been slow to roll out and thus ill-aligned with the June 30, 2021 expiration of the Statewide Eviction Moratorium (Cal. Senate Bill 91 (2020)), which has since its adoption provided Sunnyvale tenants suffering COVID-19-related financial hardship protection from eviction.

2. **Definitions.** For purposes of this Ordinance, the following definitions shall apply:

- (a) Landlord means any natural person, partnership, or corporate or fictitious entity acting as a lessor or sublessor, whether as a principal or through an agent, who receives or is entitled to receive rent in exchange for the use or occupancy of any residential real property for rent, and includes a predecessor in interest;
- (b) Rent means the financial obligation or monetary payment a tenant owes a Landlord for the occupancy or use of residential real property whether by written or oral agreement;
- (c) Residential Real Property means any dwelling unit that is intended or used for human habitation, including mobile homes and mobile home lots;
- (d) Tenant means the lawful occupant of residential real property whether by lease or sublease.

3. **Limitation on Residential Evictions Stemming from COVID-19 Related Financial Distress.** A Landlord of any Residential Real Property within the City of Sunnyvale may not commence evictions on any Tenant or otherwise seek to recover possession of a residential unit for the Tenant's nonpayment of rent if the rent payment originally became due on or after July 1, 2021, provided that the Tenant, subject to limitations defined in Section 5, has delivered to the Landlord a signed declaration under penalty of perjury of COVID-19-related financial distress, as defined by California Code of Civil Procedure Section 1179.02(d), and has paid twenty-five percent (25%) of each outstanding rental payment that has come due from July 1, 2021 onward. Nothing in this Ordinance prohibits evictions for reasons other than those specified in this section.

4. **Landlord Notice Requirements.** In no event may a Landlord pursue an unlawful detainer action for nonpayment of rent for the Tenant's nonpayment of rent if the rent payment originally became due on or after July 1, 2021, unless notice demanding payment is provided that includes the following:

- a. The time period in which the Tenant may pay the amount due or deliver possession of the property shall be no shorter than fifteen (15) days, excluding Saturdays, Sundays, and other judicial holidays.
- b. The notice shall set forth the amount of rent demanded and the date each amount became due.
- c. The notice shall advise the Tenant that the Tenant cannot be evicted for failure to comply with the notice if the Tenant delivers a declaration of COVID-19-related financial distress that complies with Section 3 of this Ordinance.

5. **High-Income Tenant Requirements.** A “high-income Tenant” shall have the meaning defined in Code of Civil Procedure Section 1179.02.05. If a Landlord has evidence that a Tenant is a high-income Tenant, before providing notice required in Section 4 of this ordinance the Landlord may require, together with a declaration of COVID-19-related financial distress, documentation supporting the claim that the Tenant has suffered COVID-19-related financial distress. Any form of objectively verifiable documentation that demonstrates the COVID-19-related financial distress the Tenant has experienced is sufficient to satisfy the requirements of this subdivision, including those methods defined in Code of Civil Procedure Section 1179.02.05. A high-income Tenant that does not provide documentation of COVID-19-related financial distress shall be ineligible for the protection from eviction provided by this Ordinance.
6. **Repayment of Rent.** The balance of any unpaid rent originally due on or after July 1, 2021 shall be due from a Tenant to the Landlord on October 1, 2021; provided, however, that nonpayment of this balance shall not provide the basis for eviction of a residential tenant if the tenant has complied with Section 3 of this Ordinance. Nothing in this Ordinance shall relieve the Tenant of the obligation to pay rent due on or after October 1, 2021, nor restrict a Landlord’s ability to recover rent due and balances owed as permitted under applicable law. Nothing in this Ordinance prevents Landlords and Tenants from negotiating a longer repayment period for past due rent. Landlords and Tenants are strongly encouraged to mutually agree to a repayment plan for past due rent, and if necessary, to contact the City regarding mediation services that may be available to help facilitate such discussions.
7. **Late Fees and Penalties.** A Landlord may not charge or collect late fees, penalties, interest, liquidated damages, or similar charges for nonpayment of rent that originally became due on or after July 1, 2021 through September 30, 2021, if the Tenant has complied with Section 3 of this Ordinance.
8. **Application and Construction.** This Ordinance applies to nonpayment eviction notices and unlawful detainer actions based on such notices served or filed on or after July 1, 2021. This Ordinance shall be liberally construed to provide the broadest possible protection.
9. **Affirmative Defense.** This Ordinance may be asserted as an affirmative defense in any unlawful detainer action.
10. **Civil Remedies.**
 - a. Any Landlord that fails to comply with this Ordinance may be subject to civil proceedings for displacement of Tenants initiated by such Tenant for actual and exemplary damages.
 - b. Whoever is found to have violated this Ordinance shall be subject to appropriate injunctive relief and shall be liable for damages, costs and reasonable attorneys' fees.
 - c. Treble damages shall be awarded for a Landlord's willful failure to comply with the obligations established under this Ordinance.
 - d. Nothing in this Ordinance shall be deemed to interfere with the right of a Landlord to file an action against a Tenant or non-tenant third party for the damage done to that

Landlord's property.

- e. Nothing in this Ordinance is intended to limit the damages recoverable by any party through a private action.

11. No Relief from Rent. Nothing in this Ordinance shall relieve a Tenant of the obligation to pay Rent, nor restrict a Landlord's ability to recover Rent due. Tenants and Landlords are encouraged to participate in all available Rent relief programs for which they may be eligible.

SECTION 4. CEQA - EXEMPTION. The City Council finds, pursuant to Title 14 of the California Code of Regulations, Section 15061(b)(3), that this Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a Project which has the potential for causing a significant effect on the environment.

SECTION 5. CONSTITUTIONALITY; SEVERABILITY. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, 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 passed this Ordinance, and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 6. EFFECTIVE DATE. Pursuant to Sunnyvale City Charter Section 701 and Government Code Sections 36934 and 36973, the provisions of this Emergency Ordinance shall be effective immediately. This Emergency Ordinance shall remain in effect until the earlier of: (a) September 30, 2021; or (b) the effective date of State action that extends the expiration of the Statewide Eviction Moratorium, including any amendments to such moratorium, so long as the legislation extends the end date of the Statewide Eviction Moratorium, and even if such date is earlier than September 30, 2021. Upon such date, this Emergency Ordinance shall be automatically repealed and will have no further force or effect.

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 once in The Sun, the official publication of legal notices of the City of Sunnyvale, of a notice setting forth the date of adoption, the title of this ordinance, and a list of places where copies of this ordinance are posted, within fifteen (15) days after adoption of this ordinance.

Introduced and adopted as an ordinance of the City of Sunnyvale at a regular meeting of the City Council held on June 29, 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



City of Sunnyvale

Agenda Item

21-0496

Agenda Date: 6/29/2021

REPORT TO COUNCIL

SUBJECT

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 the California Environmental Quality Act (CEQA) Pursuant to Section 15308 of the CEQA Guidelines

BACKGROUND

The City owns and operates the Donald M. Somers Water Pollution Control Plant (WPCP). Discharges to the Bay from the WPCP are regulated by the San Francisco Bay Regional Water Quality Control Board (Regional Board) through a National Pollutant Discharge Elimination System (NPDES) Permit pursuant to federal and state regulations. The permit requires the City to implement a Pretreatment Program to regulate discharges to the WPCP in order to protect the collection system, employees that work on the system, and the ability of the WPCP to effectively treat wastewater.

The Environmental Services Department implements the City's Pretreatment Program. The Program inspects, monitors, and permits industrial and commercial facilities that are regulated through discharge permits and Best Management Practices (BMPs), consistent with federal regulations. Currently, the Pretreatment Program has 30 active industrial wastewater discharge permits issued to Significant Industrial Users. Discharge Permits contain specific limits and requirements for the concentration of pollutants in wastewater discharges. Additionally, hundreds of commercial facilities are regulated through the adoption of BMPs tailored to specific activities commonly found in commercial businesses. When implemented, the BMPs reduce or eliminate the introduction of pollutants into the sanitary sewer.

EXISTING POLICY

General Plan Goal EM-5 Minimal Pollution and Quantity of Wastewater: Ensure that the quantity and composition of wastewater generated in the city does not exceed the capabilities of the wastewater collection system and the Water Pollution Control Plant.

ENVIRONMENTAL REVIEW

Modification of the City's pretreatment program as approved by the Regional Water Quality Control Board is categorically exempt from review under the California Environmental Quality Act (CEQA) because it is an action taken by regulatory agency, as authorized by state law, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment. (CEQA Guidelines Section 15308.)

DISCUSSION

Sunnyvale Municipal Code Section 12.12.120 (Local Limits for Wastewater) includes limits for Cresols and Phenols. Prompted by previous inquiries from Regional Board contractors during a

Pretreatment Compliance Inspection, staff reviewed the basis for these limits and history of their use in Sunnyvale's program. Staff concluded both Cresols and Phenols are legacy pollutants that no longer appear in significant quantities in industrial discharges, are not subject to water quality criteria (as a group) and are not considered pollutants of concern for the WPCP. In the interest of streamlining its sewer use regulations and local limits, staff propose to update the local limits for wastewater discharge to remove the local limits for Cresols and Phenols (see Attachment 1 Draft Ordinance).

Staff submitted a request to the Regional Board to update the local limits in September 2020. A change to local limits for wastewater water discharge is considered a "substantial modification" to the City's Pretreatment Programs according to federal regulations (40 CFR §403.18). In accordance with the regulations, this modification may be approved without additional public notice from Regional Board if the City conducts the required noticing and no substantive comments to the notice are received. In such event, the Regional Board will approve the program modification. The City conducted the required 30-day noticing. See Attachment 2 Public Notice for more information.

The proposed changes will apply to all wastewater dischargers connected to the City's sanitary sewer system. The City would continue to regulate dischargers for the remaining pollutants included in the local limits. The changes will improve program administration, while continuing to protect the WPCP.

FISCAL IMPACT

There is no fiscal impact associated with this recommendation. Funding to implement the Pretreatment Program is in the Operating Budget for the Environmental Services Department, Program 14700 - Regulatory Programs.

PUBLIC CONTACT

Consistent with requirements to satisfy noticing by the Regional Board, public notice of this recommendation was made with 30 days available for public comment. The public notice (Attachment 2) was posted on the City's website at Sunnyvale.ca.gov/Pretreatment, emailed to all current wastewater discharge permit holders, and emailed to agencies required in the federal regulations (U.S. Fish and Wildlife Service, California Department of Fish and Wildlife, and the Association of Bay Area Governments). In addition, the notice was published in the Sunnyvale Sun on May 28, 2021.

The public comment period to satisfy the noticing requirements of the Regional Board concludes with the public hearing to adopt the ordinance. Staff has received no public comment to date and will provide a summary of comments, if any are received, during the staff presentation at the meeting. If objections are received, staff would advise Council to continue the item to a future meeting date to allow time for staff to confer with Regional Board staff on their position regarding approval of the program change.

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

ALTERNATIVES

1. Introduce an Ordinance to amend Section 12.12.120 (Local Limits for Wastewater) of Chapter

12.12 (Sewer Use Regulations) of Title 12 (Water and Sewers) of the Sunnyvale Municipal Code, and find that this action is categorically exempt from CEQA pursuant to Section 15308 of the CEQA Guidelines.

2. Do not introduce an Ordinance and provide direction to staff if modifications are desired.

STAFF RECOMMENDATION

Alternative 1: Introduce an Ordinance to amend Section 12.12.120 (Local Limits for Wastewater) of Chapter 12.12 (Sewer Use Regulations) of Title 12 (Water and Sewers) of the Sunnyvale Municipal Code, and find that this action is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15308 of the CEQA Guidelines.

Updating the local limits will streamline program administration while still protecting water quality. No alternative which includes modifications to the Ordinance is proposed as substantive modifications would require re-noticing and additional coordination with the Regional Board to comply with regulatory requirements.

Prepared by: Melody Tovar, Regulatory Programs Division Manager

Reviewed by: Ramana Chinnakotla, Director, Environmental Services Department

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Draft Ordinance to Amend Section 12.12.120 (Local Limits for Wastewater) of Chapter 12.12 (Sewer Use Regulations) of Title 12 (Water and Sewers) of the Sunnyvale Municipal Code.
2. Public Notice for Modification to City of Sunnyvale Pretreatment Program and Municipal Code.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF SUNNYVALE TO
AMEND SECTION 12.12.120 (LOCAL LIMITS FOR
WASTEWATER) OF CHAPTER 12.12 (SEWER USE
REGULATIONS) OF TITLE 12 (WATER AND SEWERS)
OF THE SUNNYVALE MUNICIPAL CODE**

WHEREAS, the City of Sunnyvale desires to amend certain sections of Title 12 (Water and Sewers) of the Sunnyvale Municipal Code.

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

SECTION 1. Section 12.12.120 AMENDED. Section 12.12.120 (Local Limits for Wastewater) of Chapter 12.12 (Sewer Use Regulations) of Title 12 (Water and Sewers) of the Sunnyvale Municipal Code is hereby amended to read as follows:

19.12.020. Local Limits for Wastewater.

(a) [Text unchanged]

(b) [Text unchanged]

(c) The following pollutant limits are established to protect against pass through and interference. No person shall discharge to the POTW wastewater containing in excess of the following:÷

Pollutant	Maximum Concentration Grab Sample (milligrams per Liter)	Maximum Concentration Composite Sample (milligrams per Liter)
Copper	0.7 mg/l	0.5 mg/l
Nickel	0.5 mg/l	0.25 mg/l

Maximum Concentration Allowable¹ Pollutant (milligrams per Liter)	
Antimony	1.0 mg/l
Arsenic	0.3 mg/l
Barium	1.0 mg/l
Beryllium	0.5 mg/l
Cadmium	0.1 mg/l
Chlorinated hydrocarbons used for control of plants, insects, etc.	0.02 mg/l
Chromium, total	1.7 mg/l
Cobalt	1.0 mg/l

DRAFT 6/8/2021 *RLM*

Cresols	2.0 mg/l
Cyanides	0.5 mg/l
Lead	0.5 mg/l
Mercury	0.01 mg/l
Fats, oils and grease (total)	300 mg/l
pH	6.0 to 10.5 su
Phenols²	1.0 mg/l
Selenium	1.0 mg/l
Silver	0.2 mg/l
Total toxic organics ³²	1.0 mg/l
Zinc	1.48 mg/l

¹Applicable to samples collected as either grab or composite. All concentrations for metallic substances are for total metal.

²~~Phenols defined by test procedures in 40 CFR 136.~~

³²Total toxic organics, as defined under 40 CFR Part 413.02(i), but excluding phenolic compounds.

(d) [Text unchanged]

(e) [Text unchanged]

SECTION 3. CEQA. Modification of the City's pretreatment program as approved by the the Regional Water Quality Control Board is categorically exempt from review under the California Environmental Quality Act (CEQA) because it is an action taken by regulatory agency, as authorized by state law, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment. (CEQA Guidelines, Section 15308.)

SECTION 4. 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 5. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days from and after the date of its adoption.

SECTION 6. 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.

DRAFT 6/8/2021 RLM

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

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

City Clerk
Date of Attestation: _____

Mayor

(SEAL)

APPROVED AS TO FORM:

City Attorney



PUBLIC NOTICE FOR MODIFICATION TO CITY OF SUNNYVALE PRETREATMENT PROGRAM AND MUNICIPAL CODE

SUMMARY

The San Francisco Bay Regional Water Quality Control Board (RWQCB) has conditionally approved a request by the City of Sunnyvale to modify its Pretreatment Program to **remove discharge limits for Phenols and Cresols**. This modification requires an Ordinance to update the City of Sunnyvale (City) Municipal Code section 12.12. The RWQCB intends to approve the modification if no substantive comments are received during the comment period.

PUBLIC COMMENT

Interested persons are invited to submit written comments on the proposed program modification and ordinance. Comments should be **submitted by June 29, 2021**, to the City in writing by mail or email to:

Sunnyvale Water Pollution Control Plant

1444 Borregas Ave

Sunnyvale, CA 94088

Attn: Pretreatment Program Ordinance

jchoun@sunnyvale.ca.gov

The **City Council Public Hearing for the Ordinance will be held on June 29, 2021**. Meeting details, including how to view and join the virtual meetings, will be available on the meeting agenda 72 hours before the meeting on the City's Legislative Public Meeting Webpage:
sunnyvaleca.legistar.com/calendar.aspx

BACKGROUND

Sunnyvale's Pretreatment Program

The City of Sunnyvale Water Pollution Control Plant (WPCP) is regulated by NDPES Permit CA0037621, issued by the RWQCB. That permit requires that the City implement a Pretreatment Program to inspect, monitor, and permit industrial and commercial facilities that are regulated through discharge permits and Best Management Practices (BMPs), consistent with federal regulations. Currently, the Pretreatment Program has 30 active industrial wastewater discharge permits issued to Significant Industrial Users. Discharge Permits contain specific limits and requirements for the concentration of pollutants in wastewater discharges. Additionally, hundreds of commercial facilities are regulated through the adoption of BMPs tailored to specific activities commonly found in commercial businesses. When implemented, the BMPs reduce or eliminate the introduction of pollutants into the sanitary sewer.

What are Cresols and Phenols?

Cresols consist of the three monomers of Methylphenol, with the molecular formula C₇H₈O (o-cresol, m-cresol, p-cresol). Cresols and cresol derivatives occur naturally in the oils of various flowering plants and trees. p-cresol is found in the urine of animals and humans. Commercially, Cresols are produced as by-products in the fractional distillation of crude oil and coal tars and in coal gasification. They are also formed as by-products during the combustion of wood, coal, and cigarettes.

Cresols have a variety of uses as solvents, disinfectants, or intermediates in the preparation of numerous products. They are commonly used in the production of fragrances, antioxidants, dyes, pesticides, and resins. In addition, p-cresol is used in the production of lubricating oils, motor fuels, and rubber polymers, while m-cresol is also used in the manufacturing of explosives. As of 1992, Cresols were no longer registered for pesticide use in California.

Phenols are a class of aromatic organic compounds consisting of one or more hydroxyl groups attached to an aromatic hydrocarbon group. Phenols are used in household products and as intermediates for industrial synthesis. Phenol and its chemical derivatives are essential for production of polycarbonates, epoxies, Bakelite, nylon, detergents, herbicides such as phenoxy herbicides, and numerous pharmaceutical drugs.

Proposed Modification to the Pretreatment Program

The City's Municipal Code Section 12.12.120 Local Limits for Wastewater includes limits for Cresols (2.0 mg/L) and Phenols (1.0 mg/L). Prompted by previous inquiries from RWQCB contractors during a Pretreatment Compliance Inspection, Sunnyvale reviewed the basis for these limits and history of their use in Sunnyvale's program. Sunnyvale concluded both of these to be legacy pollutants that no longer appear in significant quantities in industrial discharges, are not subject to water quality criteria (as a group), and are not considered pollutants of concern for the WPCP. In the interest of streamlining its sewer use regulations and local limits, the City seeks to eliminate the local limits for Cresols and Phenols.

In accordance with 40 CFR §403.18, the City submitted a request to the RWQCB on September 30, 2021, requesting approval to change its local limits for wastewater discharge, which is considered a substantial modification to the City's Pretreatment Program. The proposed changes would apply to all wastewater dischargers connected to the City's sanitary sewer system. The City would continue to regulate dischargers for the remaining pollutants included in the local limits. The changes will improve program administration, while continuing to protect the City's publicly-owned wastewater treatment facilities. The proposed changes will be incorporated into Section 12.12.120 of the Sunnyvale Municipal Code.

In accordance with 40 §CFR 403.11(b)(1) and 40 CFR §403.18(c)(3), this modification may be approved without additional public notice from RWQCB if no comments or no substantive comments to this notice are received. In such event, the RWQCB will approve the program modification.

Notice regarding this proposed modification was published in the Sunnyvale Sun on May 28, 2021.

City Contact:

Julie Choun, Sr Environmental Compliance Inspector | jchoun@sunnyvale.ca.gov | (408) 730-7282



City of Sunnyvale

Agenda Item

21-0343

Agenda Date: 6/29/2021

Appoint Applicants to the Redistricting Commission

BACKGROUND

At its April 6, 2021 Council meeting, the City Council adopted Ordinance No. 3174-21 establishing a public process for redistricting. This public process includes establishing a Redistricting Commission of Sunnyvale residents that consists of seven members and three to six alternates. Commissioners shall be selected through an open application process that generally aligns with the city council policy for selecting members of other boards and commissions with a few exceptions (see Attachment 1). The Commission will hold public meetings and hearings as required by law and recommend three to five maps to the Council. Council will adopt a final district map that will be used in elections between 2022 and 2030.

The City received 22 applications for the Redistricting Commission and Council conducted applicant interviews on June 17, 2021.

EXISTING POLICY

Sunnyvale Municipal Code Chapter 2.31 Redistricting (Attachment 1)

Council Policy 7.2.19 Boards and Commissions

Administrative Policy Manual Chapter 1 - General Management Article 15

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

Appointments

Sunnyvale Municipal Code Section 2.31.030 provides for the selection process for Redistricting Commissioners to generally align with the city council policy for selecting members of other boards and commissions. Per Council Policy 7.2.19 Boards and Commissions, appointments are placed on the City Council meeting agenda. When one or more Councilmembers participate via teleconference, the appointment process is conducted by Individual Candidate Votes.

Sunnyvale Municipal Code Section 2.31.030 (a) (Composition of Redistricting Commission) (see Attachment 1) provides the following requirements for the composition of the Redistricting Commission:

The redistricting commission shall consist of seven commissioners and three to six alternates. The city council will use its best efforts to make appointments that achieve the goal of having at least one and not more than two members per district on the redistricting commission,

based on residency at the time of application, and at least one but not more than two alternates per district. However, these numbers are not required if a majority of councilmembers agree to a different composition that achieves the other standards described in this section.

Sunnyvale Municipal Code Section 2.31.030 (c) (1) (Open Application Process) provides for the process of applying and being appointed to the Redistricting Commission:

Open Application Process. Commissioners shall be selected through an open application process that aligns with the city council policy for selecting members of other boards and commissions, except: (a) as provided in this section; and (b) that the city council may choose a different voting process than outlined in the policy to achieve the goals described in Section 2.31.030(a). Commissioners and alternates shall be appointed by the city council at a public hearing from the pool of qualified applicants.

The Mayor will ask Council for a motion to identify which applicant from among those with the most affirmative votes and at least four affirmative votes will be appointed to the position of Commissioner (seven) versus Alternate (three to six).

Resolving ties: Should a tie between the candidates receiving the most affirmative votes occur, the affected applicants will be voted on again. If a tie still remains, and the affected applicants each have received at least four affirmative votes, the Mayor would ask the City Attorney to draw the name of the person to be appointed.

In order for the Council to use an appointment method that differs from the existing policy it would be necessary for the Council to establish that methodology through a majority vote of the Council.

No candidate receiving fewer than four affirmative votes will be appointed.

Below is the list of current applicants, applicant information is available as an attachment to the June 17, 2021 Council meeting packet and upon request from the Office of the City Clerk at cityclerk@sunnyvale.ca.gov or 408-730-7483.

District 1

Alan Herrmann
Charles Shoemaker
Christina Dinwoodie
Maryam Chenna
Nicole Hakimi
Pam Anderson
Sandy Agbayani
Scott Duncan

District 2

Gregory McNutt
Mehmet (Matt) Pamukcu

District 3

Calvin Cornwell
Galen Kim Davis
Ken Olevson

District 4

Henry Alexander III
Jessie Salas
Linda Ralleca
Lucas Cantin
Rita Chiang

District 5

Karen Brenchley

District 6

Frances Stanley-Jones
Gail Rubino
Pauline Brown

FISCAL IMPACT

None.

PUBLIC CONTACT

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

ALTERNATIVES

1. Appoint commissioners from the applicants listed in this report.
2. Provide other direction to staff on how to proceed.

STAFF RECOMMENDATION

Staff makes no recommendation.

Prepared by: David Carnahan, City Clerk
Reviewed by: Jaqui Guzmán, Deputy City Manager
Reviewed by: Teri Silva, Assistant City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Sunnyvale Municipal Code Chapter 2.31 (Redistricting)

Sunnyvale Municipal Code

[Up](#) [Previous](#) [Next](#) [Main](#) [Collapse](#) [Search](#) [Print](#) [No Frames](#)[Title 2. ADMINISTRATION AND PERSONNEL](#)**Chapter 2.31 REDISTRICTING**

2.31.010. Purpose and intent.

The purposes and intent of this chapter are to:

- (a) Implement the requirement of Sunnyvale Charter Section 609(b) by establishing a public process for redistricting;
- (b) Establish a redistricting process that is open and transparent and allows public participation, including a process for the public to draw and submit draft maps for city council district boundaries;
- (c) Ensure that city council district boundaries are drawn according to the redistricting criteria set forth in applicable state and federal laws; and
- (d) Facilitate a redistricting process that is conducted with integrity, fairness, and without personal or political considerations. (Ord. 3174-21 § 1).

2.31.020. Duties and authority of redistricting commission and city council.

(a) Redistricting Commission Established. A redistricting commission of seven members and three to six alternates is hereby established. The duties of the redistricting commission shall be to meet, hold public meetings and hearings as required by law, and recommend to the city council maps of six districts by which councilmembers will be elected, as further described in this chapter.

(b) City Council Approval of Redistricting Schedule, Outreach Plan, Budget. Within a reasonable period before the city receives the final Federal Decennial Census information, city staff shall prepare and submit to the city council for approval a community outreach plan and meeting schedule for the redistricting process. The plan and schedule will take into account all relevant state law related to redistricting. The city council shall appropriate adequate funds for the work of the redistricting commission, including funds necessary for community outreach, costs for city staff time associated with supporting the work of the redistricting commission, and hiring a demographer and any other necessary consultants or outside counsel.

(c) City Council District Map Adoption Process. The redistricting commission shall recommend, and the city council shall adopt, new districts in the following manner:

(1) The redistricting commission shall hold public hearings as required by law. The redistricting commission shall select three to five proposed district maps to recommend to the city council (the “proposed district maps”). The redistricting commission shall also indicate the proposed district map that it prefers the city council adopt (the “preferred map”). Selection of the proposed district maps and the redistricting commission’s preferred map shall require the affirmative vote of four commissioners and shall occur consistent with the outreach plan and schedule. All other redistricting commission actions require only a majority vote of those present, provided that a majority of the members of the commission are present.

(2) Prior to the redistricting commission’s meeting to select proposed district maps and the preferred map, the redistricting commission and the city council shall hold a joint meeting to review map submissions and draft maps, and provide the city council the opportunity to comment on possible maps.

(3) Not earlier than seven days after the redistricting commission’s proposed district maps have been made available to the public, the city council shall hold at least one public meeting to receive input on the redistricting commission’s proposed district maps. After the public hearing, the city council may approve and adopt one of the proposed district maps. The city council may not make any changes to a proposed district map unless adjustments are required to comply with state law, the United States Constitution, or the federal Voting Rights Act, commencing at 52 U.S.C. Section 10101. If the city council approves a proposed district map, it shall become the final district map and shall be implemented.

(4) If the city council fails to adopt one of the proposed district maps as provided in Section [2.31.020\(c\)\(3\)](#), it may take one or more of the following actions:

(i) By majority vote, return one or more proposed district maps to the redistricting commission with comments. The redistricting commission shall then consider the city council's comments and may approve changes to the city council's returned district map(s) or reaffirm their approval of the returned map(s). The redistricting commission shall also select a new preferred map or reaffirm its prior decision on the preferred map. After such consideration, the redistricting commission shall resubmit to the city council the original maps returned by the council, any revised maps developed by the redistricting commission in response to the city council's comments, and its final preferred district map. The city council shall hold another public hearing not earlier than seven days after the proposed district maps have been made available to the public to select one of the redistricting commission's original proposed district maps, or one of the proposed district maps resubmitted by the commission.

(ii) Disapprove a proposed district map(s) with an affirmative vote of at least five council members. A map that is disapproved pursuant to this subsection shall not be reconsidered by the redistricting commission or the city council.

(5) Inaction by Redistricting Commission and/or City Council in Selecting Maps. Time is of the essence in completing the redistricting process. Notwithstanding any other provisions of this chapter, the following rules shall apply:

(i) If the redistricting commission fails to select proposed district maps and a preferred district map by the date set forth in the outreach plan and schedule approved by the city council, the latest maps considered by the redistricting commission shall be forwarded to the city council. The city council will review those maps, may make changes to any of those maps, and shall make a final decision on a district map.

(ii) If the city council fails to adopt one of the redistricting commission's proposed district maps and returns maps to the redistricting commission for reconsideration as provided in Section 2.31.020(4)(i), and the redistricting commission does not complete the process to reconsider and resubmit maps to the city council by the date set forth in the outreach plan and schedule approved by the city council, the city council shall reconsider and choose from the proposed district maps originally submitted to the city council.

(iii) If the city council fails to select a district map by the deadline set by election authorities for submitting district maps the most recently approved version of the redistricting commission's preferred district map shall be deemed adopted and shall go into effect immediately.

(6) The redistricting map approved and adopted pursuant to this section shall be subject to referendum as provided in Article XIV of the city Charter. (Ord. 3174-21 § 1).

2.31.030. Eligibility and appointment of redistricting commissioners.

(a) Composition of Redistricting Commission. The redistricting commission shall consist of seven commissioners and three to six alternates. The city council will use its best efforts to make appointments that achieve the goal of having at least one and not more than two members per district on the redistricting commission, based on residency at the time of application, and at least one but not more than two alternates per district. However, these numbers are not required if a majority of councilmembers agree to a different composition that achieves the other standards described in this section.

(b) Role of Alternates. Alternates are subject to the same terms of office, qualifications, restrictions, and standards of conduct as other commissioners under this section, and may fully participate in redistricting commission deliberations but may not vote and may not be counted towards the establishment of a quorum except as follows:

(1) Commissioner Absence. If a regular commission member is absent from a meeting of the redistricting commission, an alternate shall fulfill all responsibilities of that commissioner, including voting. Alternates shall be selected to fill the role of an absent commissioner based on the following criteria: (a) if an alternate is present who resides in the same district as the absent commissioner, that alternate shall fill the role of the absent commissioner. However, if more than one alternate resides in the same district, the Mayor shall designate a primary alternate for that district before the first redistricting commission meeting; (b) if there is not an alternate present who resides in the same district as the absent commissioner, the alternate to fill the role of an absent commissioner will be selected based on a ranked list of alternates established by the mayor before the first redistricting commission meeting.

(2) Commissioner Vacancy. If one of the seven commissioners becomes unable to serve for any reason, the Mayor will appoint one of the alternates to fill the vacancy, considering the goal of achieving representation of at least one and not more than two members per district.

(c) Appointment of Redistricting Commissioners. Redistricting commission members and alternates shall be selected and appointed by the city council as provided in this section.

(1) **Open Application Process.** Commissioners shall be selected through an open application process that aligns with the city council policy for selecting members of other boards and commissions, except: (a) as provided in this section; and (b) that the city council may choose a different voting process than outlined in the policy to achieve the goals described in Section 2.31.030(a). Commissioners and alternates shall be appointed by the city council at a public hearing from the pool of qualified applicants.

(2) **Desirable Qualifications of Applicants.** The city council should select applicants that are best qualified to carry out the redistricting commission's duties and that, as a group, reasonably reflect the diversity of the city, provided that no quotas, formulas, or ratios may be applied for this purpose. In evaluating applications, the city council shall consider each applicant's:

- (i) Interest in and ability to carry out the responsibilities of the redistricting commission;
- (ii) Demonstrated ability to serve with impartiality in a nonpartisan role;
- (iii) Relevant analytical skills;
- (iv) Familiarity with the city's neighborhoods and communities;
- (v) Appreciation for the diverse demographics of the city, including, but not limited to geography, race and ethnicity, gender, age, and economic class;
- (vi) Demonstrated ability to work cooperatively with other commissioners;
- (vii) Relevant civic and/or volunteer activities; and
- (viii) Ability to devote time required of a commissioner under the approved redistricting schedule and outreach plan.

(3) **Required Qualifications of Applicants.** To be eligible for appointment to the redistricting commission, a person must, at the time of their appointment, be a resident of the city; have resided in the city for at least one year; and will be at least eighteen years of age by the date of the city council election for which the redistricting will be effective.

(4) **Ineligibility to Serve on Redistricting Commission.** A person is not eligible for appointment if:

- (i) The person or his or her spouse has, in the four years preceding the person's application, served as an officer of, employee of, or paid consultant to, a campaign committee or a candidate's campaign for elective office of the local jurisdiction.
- (ii) The person or his or her spouse has, in the four years preceding the person's application, contributed one thousand five hundred dollars or more in a year to any single candidate other than the candidate him or herself, for an elective office of the local jurisdiction, which the city will adjust by the cumulative change in the California Consumer Price Index, or its successor, in every year ending in zero.

(5) **Redistricting Commissioner Restrictions During and After Service.** To promote public confidence in the redistricting process, redistricting commissioners and alternates shall be designated employees for purposes of the conflict of interest code adopted by the city council and shall perform their service on the redistricting commission with impartiality and integrity. In addition, redistricting commissioners and alternates shall not:

- (i) While serving on the redistricting commission, endorse, work for, volunteer for, or make a campaign contribution to, a candidate for an elective office of the city.
- (ii) Be a candidate for an elective office of the city if less than four years has elapsed since the date of the commissioner's appointment to the redistricting commission.
- (iii) For four years commencing with the date of his or her appointment to the redistricting commission, receive a noncompetitively bid contract with the city.
- (iv) For four years commencing with the date of his or her appointment to the redistricting commission, accept an appointment to the office of city manager, city attorney, or department head.

(6) **Redistricting Commissioner Terms.** The term of office of each redistricting commissioner and alternate begins with their appointment to the redistricting commission and ends when a new final district map is adopted. Commissioners and alternates may be removed in accordance with the city council policy for boards and commissions. (Ord. 3174-21 § 1).

2.31.040. Redistricting criteria.

After ensuring that proposed districts comply with the United States Constitution, California Constitution, and applicable federal and state laws, including the federal Voting Rights Act, commencing at 52 U.S.C. Section 10101, the redistricting commission may consider the following criteria in determining the boundaries of each city council district in its final proposed district maps and preferred alternative:

- (1) Districts are composed of whole census units as developed by the United States Bureau of the Census; and
- (2) Ensure to the extent practicable that voters who did not vote for a city council candidate in 2020 are able to vote in a district that will be on the ballot in 2022. (Ord. 3174-21 § 1).

2.31.050. Severability.

If any portion of this chapter is held to be invalid, unconstitutional, or unenforceable by a court of competent jurisdiction, that decision shall not affect the validity of the remaining portions of this chapter. The city council declares that this chapter and each portion would have been adopted without regard to whether any portion of this chapter would be later declared invalid, unconstitutional, or unenforceable. (Ord. 3174-21 § 1).

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City of Sunnyvale

Agenda Item

21-0554

Agenda Date: 6/29/2021

REPORT TO COUNCIL

SUBJECT

Provide Direction Regarding Amending the Employment Agreement Between the City of Sunnyvale and City Attorney John A. Nagel to Increase the City Attorney Salary and Allow Additional Paid Time Off Cashout

BACKGROUND

The City Council Ad Hoc Committee on City Attorney Compensation met in closed session on June 15, 2021 to discuss the City Attorney's Employment Agreement. Section 5 of the City Attorney's Employment Agreement provides for an annual evaluation of his compensation, which includes consideration of merit based and "across the board" compensation increases provided to department directors and non-represented management employees and consideration of a competitive market compensation for City Attorney. Section 8 of the City Attorney's Employment Agreement provides for a formal review and evaluation of the City Attorney's performance by December 31st of each year. The City may choose to adjust the compensation to provide a reasonable and market-competitive compensation. The last annual salary increase for the City Attorney was effective July 26, 2020 (RTC No. 20-0641). The City Attorney's compensation must be determined in a public meeting, and this report presents the opportunity for the City Council to facilitate a public discussion.

EXISTING POLICY

Council Policy 7.3.1 Legislative Management - Goals and Policies, Goal 7.3D: Maintain a quality work force, Consistent with state and federal laws, City Charter, and adopted policies in order to assure that City services are provided in an effective, efficient, and high-quality manner.

ENVIRONMENTAL REVIEW

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

DISCUSSION

The City Attorney's Employment Agreement provides for increases in the annual salary by written agreement of the parties or by inclusion of the agreed salary amount in any duly adopted ordinance or resolution of the City setting the City Attorney's salary or employee salaries generally.

The City Council adopted a salary range for the City Attorney of \$236,000 - \$292,000 effective July 26, 2020. At the same time, Council approved the current City Attorney salary at \$277,925 per year.

The City Council Ad Hoc Committee on City Attorney Compensation makes two recommendations:
(1) Increase the City Attorney's salary by 4.5% to \$290,432, effective July 11, 2021; and

- (2) Allow the City Attorney to cash out 100 hours of Paid Time Off (PTO) from the existing PTO balance on a one-time basis, in addition to any hours already designated for PTO cashout in calendar year 2021.

If the Council desires to increase the City Attorney's compensation beyond the top of the existing salary range (\$292,000), the salary schedule must be amended to reflect any change to comply with the CalPERS requirement that employee compensation is within rates on a publicly available salary schedule.

FISCAL IMPACT

The FY 2021/22 Adopted Budget has budgeted an increase in total compensation for the City Attorney Classification. The proposed increase is within budget. Therefore, there is no budgetary impact from taking this action.

PUBLIC CONTACT

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

ALTERNATIVES

1. Authorize the Mayor to Execute an Amendment to the Employment Agreement between the City of Sunnyvale and City Attorney John A. Nagel in substantially the same form attached to Increase City Attorney Compensation by 4.5% and Allow a one-time Additional Cash Out of 100 Hours from the Existing Paid Time Off Balance, effective July 11, 2021.
2. Provide other direction to staff in the compensation for the City Attorney.

STAFF RECOMMENDATION

Staff makes no recommendation. This report is developed to facilitate discussion for the public hearing and action by the City Council.

Prepared by: Tina Murphy, Director, Human Resources
Reviewed by: Teri Silva, Assistant City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. 2021 City Attorney Compensation Survey
2. Draft Sixth Amendment to Agreement for Services between the City of Sunnyvale and John A. Nagel, City Attorney for the City of Sunnyvale

Compensation Survey - City Attorney

California Large to Mid-Size Cities

Information as of June 2021, unless otherwise indicated in the notes section

Updated 6/2/21

			All Annual - Based on Current Incumbents													
Agency	Population (1)	Salary Effective	Salary	Car Allowance	Other Cash Allowance	Total \$: Salary & Cash	City Paid Deferred Compensation	Total \$: Deferred Compensation	CalPERS Formula	Employee Paid PERS (include paying for City)	Total \$: Employee Paid PERS	Max City Paid Medical	One-Time Pay	TOTAL COMPENSATION	Pension at Retirement - % of Final Comp (2)	Pension at Retirement - Estimated Amt. (2, 3)
Carlsbad	114,463	1/1/2019	\$298,947	\$7,500	\$0	\$306,447	IRS max \$26,000	\$26,000	2% @ 60	7.0%	(\$20,926)	\$20,496	\$0	\$332,017	60.0%	\$179,368
Fremont	234,220	6/23/2019	\$302,673	\$0	\$0	\$302,673	401(a): 3.4% + 457: IRS max \$19,500	\$29,791	2.5% @ 55	8.0%	(\$24,214)	\$28,200	\$0	\$336,450	75.0%	\$227,005
Hayward (4)	160,311	3/29/2021	\$237,078	\$0	\$5,400	\$242,478	0%	\$0	2.5% @ 55	13.0%	(\$30,820)	\$32,315	\$0	\$243,974	75.0%	\$177,809
Mountain View (5)	82,272	2/21/2021	\$252,350	\$0	\$600	\$252,950	0%	\$0	2.7% @ 55	11.5%	(\$29,020)	\$39,871	\$0	\$263,800	81.0%	\$204,404
Palo Alto (6)	69,226	6/22/2020	\$313,414	\$4,224	\$1,750	\$319,388	401(a): \$1,250/month	\$15,000	2% @ 60	8.0%	(\$25,073)	\$26,160	\$0	\$335,475	60.0%	\$188,048
Redwood City (7)	86,754	2/16/2021	\$259,152	\$3,600	\$3,300	\$266,052	401 (a): 2%	\$5,183	2.7% @ 55	15.0%	(\$38,873)	\$21,303	\$0	\$253,665	81.0%	\$209,913
San Mateo (8)	103,087	4/5/2021	\$255,000	\$4,500	\$0	\$259,500	\$1500/month	\$18,000	2% @ 55	7.96%	(\$20,298)	\$22,847	\$0	\$280,049	67.9%	\$173,043
Santa Clara (10)	129,104	5/16/2021	\$332,796	\$3,840	\$1,560	\$338,196	0%	\$0	2% @ 62 (PEPRA)	6.50%	(\$21,632)	\$12,187	\$0	\$328,751	54.0%	\$69,152
Torrance (9)	145,546	11/7/2017	\$224,916	\$5,352	\$1,500	\$231,768	0.5%	\$1,125	2% @ 55	0.0%	\$0	\$17,652	\$0	\$250,544	67.9%	\$163,312
Average			\$275,147	\$3,224	\$1,568	\$279,939		\$10,566		8.6%	(\$23,428)	\$24,559		\$291,636	69.1%	\$176,895
Sunnyvale	156,503	7/26/2020	\$277,925	\$0	\$0	\$277,925	401(a): 2% + 457: IRS max \$26,000	\$31,559	2% @ 60	3.0%	(\$8,338)	\$40,805	\$0	\$341,951	60.0%	\$173,425
Sunnyvale above/(below) average - in \$:			\$2,778	(\$3,224)	(\$1,568)	(\$2,014)		\$20,992		-5.6%	\$15,091	\$16,246		\$50,315	-9.1%	(\$3,470)
Sunnyvale above/(below) average - in %:			1.0%			-0.7%		198.7%			-64.4%	66.2%		17.3%		-2.0%

Notes:

(1) Population: California Department of Finance, Demographic Research Unit, January 2020, City Population

(2) Pension at retirement estimation is based on retiring at age 60 with 30 years of service, and including EPMC as compensation.

(3) EPMC is included as compensation in the pension at retirement estimation.

(4) Hayward: January 1, 2022: COLA increase 3.5 %
Other Cash Allowance - Health & Wellness stipend \$100/mo + Personal equipment stipend e.g. cell phone, iPad, laptop, printers, etc. \$350/mc

(5) Mountain View: Other Cash Allowance - Cell phone

(6) Palo Alto: 10% salary reduction in the form of 26 unpaid furlough days; other cash allowance: Excess Benefits (used for medical or DCAP FSA or deferred comp)- \$1,250 + Professional Development- \$501

(7) Redwood City: Other Cash Allowance - Cell phone \$75/month, professional development allowance \$2,400/year

(8) San Mateo: Employee Paid PERS - 50% of the normal cost

(9) Torrance: Other Cash Allowance- up to \$1,500/year for medically related purposes ; training or tuition and acquisition of City compatible technology (none require proof of expense for reimbursement)

(10) Santa Clara: Other Cash Allowance - Cell phone \$80/month + VEBA \$50/month

Pension at Retirement - PERSable compensation cap at \$128,059 for Social Security participants in 2021.

(11) Carlsbad: Other Cash Allowance - Cell phone

**SIXTH AMENDMENT TO AGREEMENT FOR SERVICES
BETWEEN THE CITY OF SUNNYVALE AND
JOHN A. NAGEL**

THIS SIXTH AMENDMENT TO THE AGREEMENT FOR SERVICES is entered into this ____ day of July 2021, by THE CITY COUNCIL OF THE CITY OF SUNNYVALE (“City Council”) and JOHN A. NAGEL (“Employee”).

WHEREAS, on December 15, 2015, the City Council and Employee entered into an Agreement for Services (the “Agreement”); and

WHEREAS, on August 9, 2016, July 25, 2017, July 17, 2018, and July 30, 2019, and July 28, 2020, at its regular meetings, the City Council approved increases to the Employee’s salary; and

WHEREAS, on June 29, 2021, at its regular meeting, the City Council approved a four and one-half percent (4.5%) increase to the City Attorney’s salary and a one-time additional cashout of 100 hours from Employee’s Paid Time Off (“PTO”) balance.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Section 5, Subsection “A” is hereby amended to read as follows:

Section 5. Salary

- A. The Employee’s starting salary was set at two hundred five thousand dollars (\$205,000) per annum. Effective the pay period including July 17, 2016, the Employee’s salary was increased to two hundred sixteen thousand one hundred twenty-two dollars (\$216,122) per annum. Effective the pay period beginning July 16, 2017, the Employee’s salary was increased to two hundred twenty-two thousand six hundred sixty-nine dollars (\$235,573) per annum. Effective the pay period including July 17, 2018, the Employee’s salary shall be increased to two hundred forty-nine thousand seven hundred and eight dollars (\$249,708) per annum. Effective the pay period including July 28, 2019, the Employee’s salary shall be increased to two hundred sixty-four thousand six hundred ninety dollars (\$264,690) per annum. Effective the pay period including July 26, 2020, the Employee’s salary shall be increased to two hundred seventy-seven thousand nine hundred twenty-five dollars (\$277,920) per annum. Effective the pay period including July 11, 2021, the Employee’s salary shall be increased to two hundred ninety thousand four hundred thirty-two dollars (\$290,432) per annum.

2. Section 6, Subsection “B(1)” is hereby added to read as follows:

B(1). Additional PTO Cash Out in 2021 Calendar Year. In addition to any PTO cashout for which Employee is otherwise eligible, the City shall cash out 100 additional hours from Employee’s existing PTO balance in the pay period

including July 11, 2021, or as soon thereafter as practicable to implement such cashout.

3. All of the terms and conditions of the Agreement not specifically modified by this First Amendment remain in full force and effect.

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

CITY OF SUNNYVALE

EMPLOYEE

By _____
LARRY KLEIN
Mayor

JOHN A. NAGEL

Dated: _____

Dated: _____

ATTEST:

DAVID CARNAHAN
CITY CLERK

APPROVED AS TO FORM:

MELISSA C. TRONQUET
ASSISTANT CITY ATTORNEY



City of Sunnyvale

Agenda Item

21-0593

Agenda Date: 6/29/2021

Tentative Council Meeting Agenda Calendar



City of Sunnyvale

Tentative Council Meeting Agenda Calendar

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
- 21-0437** Consideration of Undergrounding Additional Overhead Services Related to 365 S. Mathilda Avenue and Approval of Budget Modification No. 27 in the Amount of \$399,880
- 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
- 21-0677** Approve a One-Year Extension of the Memorandum of Understanding between the City of Sunnyvale and the Service Employees International Union (SEIU), and Adopt a Resolution Amending the City's Salary Resolution and the Schedule of Pay to Increase Salaries for Pay Plan Category L (Employees Represented by SEIU)
- 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** Hold Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing and Adopt Resolution Related to Proposed Issuance of Tax-Exempt Bonds for the Acquisition, Construction, and Development of a 90-unit Affordable Rental Housing Facility for Low-Income Households, including Households with Intellectual and Developmental Disabilities at 365 S. Mathilda Avenue in 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 "Sideshowes"
- 21-0037** Authorize the Mayor to Sign a Joint Letter With Mountain View and Palo Alto to the Santa Clara Valley Transportation Authority (VTA) Regarding a Funding Allocation Proposal for the 2016 Measure B Caltrain Grade Separation Program

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

- 21-0613** 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

21-0656

Agenda Date: 6/29/2021

Board/Commission Meeting Minutes



City of Sunnyvale

Meeting Minutes - Draft

Sustainability Commission

Monday, May 17, 2021

7:00 PM

Telepresence Meeting: City Web Stream

CALL TO ORDER

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

Chair Wickham called the meeting to order at 7 p.m. via teleconference.

ROLL CALL

Present: 6 - Chair Kristel Wickham
Vice Chair Douglas Kunz
Commissioner Stephen Joesten
Commissioner Bruce Paton
Commissioner Murali Srinivasan
Commissioner Tonya Veitch

Absent: 1 - Commissioner Shana Padgett

Council Liaison – Councilmember Fong (absent)

Commissioner Padgett's absence is excused by general consent

Chair Wickham, Vice Chair Kunz, and all Commissioners attended via teleconference.

ORAL COMMUNICATIONS

None.

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 included 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) un-freezing of the Environmental Programs Specialist position to support Climate Action Playbook (CAP) community engagement efforts; and (c) extension of funding for Project 831290 (Climate Action Plan Implementation) funding through FY 2022/23 without overall increase in funding. The Commission discussed the Recommended Budget and asked 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

CONSENT CALENDAR

[21-0574](#) Approve the Sustainability Commission Meeting Minutes of April 19, 2021

Vice Chair Kunz moved, and Commissioner Joesten seconded, a motion to approve the consent calendar. 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

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

No new Study Issues were submitted. Staff clarified process questions for the Commission and reminded Commissioners to submit study issues by no later than July to allow for review of draft Study Issue Papers by the Commission prior to submission.

NON-AGENDA ITEMS & COMMENTS

-Commissioner Comments

Commissioner Paton thanked staff for the Leadership Sunnyvale presentations and Build a Better City game.

Commissioner Joesten shared that SPUR released "The Bay Area 2070," a long-term strategic planning document on transportation and other related issues.

Commissioner Srinivasan announced that City staff will provide a presentation to the Neighborhood Association on Sunnyvale's FoodCycle Program on Saturday May 24, 2021, at 11 a.m.

Commissioner Veitch reminded the Commission that May 21, 2021, is Bike to Wherever Day and encouraged Commissioners to participate.

Chair Wickham encouraged Commissioners to attend the Canopy webinar series and the Nature Based Solutions webinar series. She reminded the Commission that the last Sustainability Speaker Series will be held on Wednesday May 19, 2021, from 7 to 8:30 p.m. She noted that the Moffett Park Specific plan will be going to Council on May 25, 2021, for the EIR and Land Use Option.

-Staff Comments

Madeline Willett, Environmental Engineering Coordinator, shared that the last Drive Electric Program event will be held on Monday May 24, 2021, from 7 to 8 p.m.

Nupur Hiremath, Environmental Programs Manager, thanked the Commissioners for their support in publicizing the upcoming vacancies on the Sustainability Commission and encouraged Commissioners to continue to ask the community to attend and participate in meetings.

INFORMATION ONLY REPORTS/ITEMS

[21-0573](#) Updated Annual Work Plan May 2021

ADJOURNMENT

The meeting was adjourned at 10:00 p.m.



City of Sunnyvale

Agenda Item

21-0662

Agenda Date: 6/29/2021

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	July 2021	
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	July 2021	6/17/21

New Study/Budget Issues Sponsored by Council

Date Requested	Study/Budget Issue Topic	Requested By	Dept	Approved by City Manager
	N/A			

Initial Sponsor in **Bold**.

Following approval by the City Manager, study issues papers are posted to:

<https://sunnyvale.ca.gov/government/council/study/studyissues.htm>

Printed on 6/23/2021



City of Sunnyvale

Agenda Item

21-0664

Agenda Date: 6/29/2021

REPORT TO COUNCIL

SUBJECT

Board/Commission Resignation (Information Only)

BACKGROUND AND DISCUSSION

This report is to inform the Council of the following resignation from a City commission.

Sudeshna Pabi, who was appointed to the Bicycle and Pedestrian Advisory Commission - Category Two on May 25, 2021 and serving a term to expire June 30, 2022, has submitted a letter of resignation from the Commission, effective June 8, 2021.

Administrative Policy, Chapter 1, General Management, Article 15 Boards and Commissions, Section 2, Subdivision 8 states that when a resignation letter is received, staff shall prepare an Information Only Report to Council that indicates the resignation(s) and specifies the process that staff recommends to fill the new vacancy.

The Bicycle and Pedestrian Advisory Commission - Category Two vacancy will be promoted with the current recruitment process for August 2021 appointments. The application deadline for this recruitment is August 9 at 4 p.m., with interviews tentatively scheduled for August 17, and appointments on August 31.

With this resignation, the recruitment includes the following vacancies:

- Bicycle and Pedestrian Advisory Commission (1)
- Personnel Board (1)

EXISTING POLICY

Administrative Policy, Chapter 1, General Management, Article 15 Boards and Commissions

PUBLIC CONTACT

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

Prepared by: David Carnahan, City Clerk

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager