



City of Sunnyvale

Notice and Agenda City Council

Tuesday, July 13, 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 Order N-29-20.

- *Watch the City Council meeting on television over Comcast Channel 15, AT&T Channel 99, at <http://youtube.com/SunnyvaleMeetings> or <https://sunnyvaleca.legistar.com/calendar.aspx>*
- *Submit written comments to the City Council up to 4 hours prior to the meeting to council@sunnyvale.ca.gov or by mail to City Clerk, 603 All America Way, Sunnyvale, CA 94086.*
- *Teleconference participation: You may provide audio public comment by connecting to the teleconference meeting online or by telephone. Use the Raise Hand feature to request to speak (*9 on a telephone):*

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

Meeting call-in telephone number: 833-548-0276 | Meeting ID: 961 1158 0540

Pursuant to the Americans with Disabilities Act (ADA) and Executive Order N-29-20, if you need special assistance to provide public comment, contact the City at least 2 hours prior to the meeting in order for the City to make reasonable alternative arrangements for you to communicate your comments. For other special assistance; please contact the City at least 48 hours prior to the meeting to enable the City to make reasonable arrangements to ensure accessibility to this meeting. The Office of the City Clerk may be reached at (408) 730-7483 or cityclerk@sunnyvale.ca.gov (28 CFR 35.160 (b) (1)).

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**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** [21-0166](#) Approve City Council Meeting Minutes of June 29, 2021

Recommendation: Approve the City Council Meeting Minutes of June 29, 2021 as submitted.

- 1.B** [21-0253](#) Approve the List(s) of Claims and Bills Approved for Payment by the City Manager

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

- 1.C** [21-0632](#) Adopt a Resolution Extending the City's Declaration of Local Emergency for COVID-19

Recommendation: Adopt a Resolution Extending the City Manager/Director of Emergency Services' Proclamation of Existence of a Local Emergency (COVID-19).

- 1.D [21-0710](#) Adopt a Resolution Authorizing Participation in the Santa Clara County Abandoned Vehicle Abatement Authority for an Additional Ten Years and Continue Collection of a One Dollar Fee to Fund the Authority

Recommendation: Adopt a Resolution Authorizing Participation in the Santa Clara County Abandoned Vehicle Abatement Authority for an Additional Ten Years and Continue Collection of a One Dollar Fee to Fund the Authority.

- 1.E [21-0719](#) Adopt Ordinance No. 3178-21 to Amend Chapter 19.67 (Below Market Rate Ownership Housing) of Title 19 of the Sunnyvale Municipal Code to Modify the Inclusionary Housing Program

Recommendation: Adopt Ordinance No. 3178-21 to amend Chapter 19.67 (Below Market Rate Ownership Housing) of Title 19 of the Sunnyvale Municipal Code to modify the Inclusionary Below Market Rate Ownership Housing Program.

- 1.F [21-0497](#) Adopt Ordinance No. 3179-21 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

Recommendation: Adopt Ordinance No. 3179-21 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.

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 [21-0074](#) Housing Strategy Implementation: Consider Draft Mobile Home Park Memorandum of Understanding

Recommendation: Alternative 3: Authorize the City Manager to Execute the Sunnyvale Mobile Home Park Memorandum of Understanding, in substantially the same form as Attachment 1 to the report, incorporating staff's compromise terms; and authorize staff to prepare a Rent Stabilization Ordinance for any Owner who does not sign the final MOU.

- 3 [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 the California Environmental Quality Act

Recommendation: Alternative 1: Adopt a Resolution confirming the Report and Assessment List for unpaid administrative fines to be placed on the FY 2021/22 County of Santa Clara Property Tax Roll and find that the Action is Exempt from California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378 (b) (4).

- 4 [21-0437](#) Consideration of Undergrounding Additional Overhead Services Related to 365 S. Mathilda Avenue and Approval of Budget Modification No. 1 in the Amount of \$399,880

Recommendation: Alternatives 1 and 2: 1) Authorize the use of approximately \$101,500 as a 50% match from Project 802150 Undergrounding Overhead Utilities to extend undergrounding down Charles Street south of the project site and; 2) Do not authorize undergrounding of the overhead service distribution line that extends to the west from the joint pole on the east side of Charles Street as part of the project condition of approval and to leave the existing wood pole in place and do not authorize Budget Modification No. 1 in the amount of \$399,880.

- 5 [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)

Recommendation: Alternative 1: Authorize the City Manager to Execute 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 the Service Employees International Union).

- 6 [21-0557](#) Adopt a Resolution Amending the City's Salary Resolution and the Schedule of Pay to Increase the Salary Ranges for Pay Plan Category F (Unclassified Department Directors)

Recommendation: Alternative 1: Adopt a Resolution Amending the City's Salary Resolution and Schedule of Pay to Increase the Salary Ranges for Unclassified Department Director Positions (Pay Plan Category F).

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.

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|-------------------------|---|
| 21-0681 | Tentative Council Meeting Agenda Calendar |
| 21-0682 | Board/Commission Meeting Minutes |
| 21-0683 | Information/Action Items |
| 21-0738 | 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

21-0166

Agenda Date: 7/13/2021

SUBJECT

Approve City Council Meeting Minutes of June 29, 2021

RECOMMENDATION

Approve the City Council Meeting Minutes of June 29, 2021 as submitted.



City of Sunnyvale

Meeting Minutes - Draft

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

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 Alysia Cisneros
Councilmember Omar Din

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

Mayor Klein announced that Councilmember Cisneros may encounter some voice difficulties during the meeting. Should she lose her voice, she will email questions and comments to the City Clerk. The City Clerk will read the questions and comments for the record. For random order voice votes, Councilmember Cisneros will visually communicate her vote and the City Clerk will state her vote for the record.

SPECIAL ORDER OF THE DAY

A [21-0352](#) Parks and Recreation Month

Mayor Klein read a proclamation in honor of Parks and Recreation Month.

ORAL COMMUNICATIONS

Councilmember Melton announced details of the current recruitment for various boards and commissions. He also announced that COVID-19 vaccination availability at the Sunnyvale vaccination center has ceased due to low demand. He shared details of COVID-19 vaccination availability via El Camino Health and Santa Clara County.

A member of the public voiced concerns with the temporary service disruption of Valley Transportation Authority light rail.

CONSENT CALENDAR

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

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 [21-0556](#) Approve City Council Meeting Minutes of June 8, 2021

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

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)

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

Approve the list(s) of claims and bills.

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

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

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)

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)

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)

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

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

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

- 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

Utility Billing Manager Stephen Napier provided the staff report and presentation.

Councilmember Fong stated his employment status with the City of San Jose creates an economic conflict of interest, recused himself, and left the teleconference meeting at 7:28 p.m.

Public Hearing opened at 7:29 p.m.

Michael Flores shared concerns with the rate increase for water and solid waste.

Diane Bracken voiced concerns with the rate increase for water, wastewater and solid waste.

Public Hearing closed at 7:36 p.m.

MOTION: Vice Mayor Hendricks moved and Councilmember Cisneros seconded the motion to approve Alternatives 1 and 2:

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
2. Adopt a Resolution increasing water rates by 1.5%, wastewater rates by 4%, and solid waste rates by 4% for FY 2021/22.

The motion carried with the following vote:

Yes: 6 - Mayor Klein
Vice Mayor Hendricks
Councilmember Larsson
Councilmember Melton
Councilmember Cisneros
Councilmember Din

No: 0

Recused: 1 - Councilmember Fong

- 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

Councilmember Fong returned at 7:46 p.m.

Housing Officer Jenny Carloni provided the staff report and presentation.

Public Hearing opened at 8:14 p.m.

Diane Bracken shared support for affordable housing and concerns with the current method of billing of utilities.

Michael Flores spoke towards subsidy programs and shared concerns with hidden costs.

Mike Serrone voiced support for the ownership housing program.

Public Hearing closed at 8:22 p.m.

MOTION: Vice Mayor Hendricks moved and Councilmember Melton 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).

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

The motion carried with the following vote:

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

No: 0

- 4 [21-0082](#) 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

Solid Waste Division Manager David Krueger provided the staff report and presentation.

Public Hearing opened at 8:52 p.m.

Michael Flores inquired about the City of Palo Alto's decision to leave the partnership, which company will be processing their municipal solid waste and at what cost.

Public Hearing closed at 8:53 p.m.

MOTION: Councilmember Din moved and Councilmember Larsson seconded the motion to approve Alternatives 1, 2 and 3:

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 to 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 to the report; and
3. Find that these actions are within the scope of the 1990 Environmental Impact Report and subsequent addenda and that no further environmental review is required under California Environmental Quality Act Guidelines Section 15162.

The motion carried with the following vote:

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

No: 0

- 5** [21-0616](#) 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)

Water and Sewer Systems Division Manager Mansour Nasser provided the staff report and presentation.

Public Hearing opened at 9:27 p.m.

Michael Flores spoke towards informing the public about the possible uses for graywater. He voiced support for the installing multiple meters for multi-family homes as opposed to one meter.

Public Hearing closed at 9:29 p.m.

MOTION: Vice Mayor Hendricks moved and Councilmember Din seconded the motion to approve Alternative 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 California Environmental Quality Act.

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** [21-0420](#) 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

Public Works Director Chip Taylor provided the staff report.

Public Hearing opened at 9:34 p.m.

No speakers.

Public Hearing closed at 9:34 p.m.

Councilmember Cisneros visually communicated her vote and the City Clerk stated her vote for the record.

MOTION: Vice Mayor Hendricks moved and Councilmember Melton seconded the motion to approve Alternative 1: Adopt a 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 Fiscal Year 2021/22.

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

- 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

Community Development Director Trudi Ryan provided the staff report.

Public Hearing opened at 9:39 p.m.

Michael Flores shared opposition to the proposed ordinance.

Public Hearing closed at 9:40 p.m.

Councilmember Cisneros visually communicated her vote and the City Clerk stated

her vote for the record.

MOTION: Councilmember Melton moved and Vice Mayor Hendricks seconded the motion to approve Alternative 2: Do not adopt an Ordinance.

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 [21-0496](#) 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

Regulatory Programs Division Manager Melody Tovar provided the staff report.

Public Hearing opened at 9:47 p.m.

No speakers.

Public Hearing closed at 9:47 p.m.

Councilmember Cisneros visually communicated her vote and the City Clerk stated her vote for the record.

MOTION: Councilmember Melton moved and Vice Mayor Hendricks seconded the motion to approve 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 CEQA Guidelines Section 15308.

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

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

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

City Manager Kent Steffens provided the staff report.

Public Hearing opened at 10:10 p.m.

Richard Mehlinger shared support for the proposed selection processes presented by Councilmembers.

Martin Pyne spoke towards the option for a motion to reconsider should the need arise.

Michael Flores voiced support for the proposed by-district selection process.

Public Hearing closed at 10:12 p.m.

Councilmember Cisneros visually communicated her votes and the City Clerk stated her votes for the record.

MOTION: Councilmember Melton moved and Councilmember Din seconded to appoint candidates by Council District in the following order: District 2, 5, 3, 6, 4 then 1. From each District, vote on all applicants to see how many votes of support each candidate receives.

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

City Clerk David Carnahan conducted random order roll call votes, tallied the votes and reported the results as follows:

District 2

Gregory McNutt

Vote: 6-0-1 (Abstention by Vice Mayor Hendricks)

District 5

Karen Brenchley

Vote: 7-0-0

District 3

Calvin Cornwell

Vote: 3-0-4 (Abstentions by Councilmembers Melton, Fong, Cisneros and Din)

Galen Kim Davis

Vote: 7-0-1 (Abstention by Vice Mayor Hendricks)

Ken Olevson

Vote: 4-0-3 (Abstentions by Councilmembers Fong, Cisneros and Din)

District 6

Frances Stanley-Jones

Vote: 3-0-4 (Abstentions by Mayor Klein and Councilmembers Fong, Cisneros and Din)

Gail Rubino

Vote: 5-0-2 (Abstentions by Vice Mayor Hendricks and Councilmember Melton)

Pauline Brown

Vote: 4-0-3 (Abstentions by Councilmembers Fong, Cisneros and Din)

District 4

Henry Alexander III

Vote: 3-0-4 (Abstentions by Vice Mayor Hendricks and Councilmembers Fong, Cisneros and Din)

Jessie Salas

Vote: 4-0-3 (Abstentions by Mayor Klein, Vice Mayor Hendricks and Councilmember Melton)

Linda Ralleca

Vote: 3-0-4 (Abstentions by Councilmembers Melton, Fong, Cisneros and Din)

Lucas Cantin

Vote: 0-0-7 (Abstentions by all Councilmembers)

Rita Chiang

Vote: 3-0-4 (Abstentions by Vice Mayor Hendricks and Councilmembers Fong, Cisneros and Din)

District 1

Alan Herrmann

Vote: 2-0-5 (Abstentions by Mayor Klein, Vice Mayor Hendricks and Councilmembers Fong, Cisneros and Din)

Charles Shoemaker

Vote: 4-0-3 (Abstentions by Councilmembers Fong, Cisneros and Din)

Christina Dinwoodie

Vote: 3-0-4 (Abstentions by Vice Mayor Hendricks and Councilmembers Fong, Cisneros and Din)

Maryam Chenna

Vote: 0-0-7 (Abstentions by all Councilmembers)

Nicole Hakimi

Vote: 0-0-7 (Abstentions by all Councilmembers)

Pam Anderson

Vote: 4-0-3 (Abstentions by Councilmembers Fong, Cisneros and Din)

Sandy Agbayani

Vote: 6-0-1 (Abstention by Vice Mayor Hendricks)

Scott Duncan

Vote: 4-0-3 (Abstentions by Councilmembers Fong, Cisneros and Din)

MOTION: Councilmember Melton moved and Councilmember Fong seconded the motion to appoint Sandy Agbayani, Gregory McNutt, Galen Kim Davis, Jessie Salas, Karen Brenchley and Gail Rubino to the Redistricting Commission to serve as primary commissioners.

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

MOTION: Councilmember Melton moved and Councilmember Larsson seconded the motion to appoint Scott Duncan to the Redistricting Commission to serve as a primary commissioner.

FRIENDLY AMENDMENT: Vice Mayor Hendricks offered a friendly amendment to appoint Pauline Brown to the Redistricting Commission to serve as a primary commissioner. Councilmembers Melton and Larsson accepted the friendly amendment.

The amended 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: Vice Mayor Hendricks moved and Councilmember Melton seconded the motion to appoint Scott Duncan to the Redistricting Commission to serve as an alternate commissioner.

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 appoint Ken Olevson to the Redistricting Commission to serve as an alternate commissioner.

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 Fong moved and Councilmember Melton seconded the motion to appoint Pam Anderson to the Redistricting Commission to serve as an

alternate commissioner.

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: Vice Mayor Hendricks moved and Councilmember Melton seconded the motion to appoint Frances Stanley-Jones to the Redistricting Commission to serve as an alternate commissioner.

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 appoint Henry Alexander III to the Redistricting Commission to serve as an alternate commissioner.

FRIENDLY AMENDMENT: Councilmember Fong offered a friendly amendment to appoint Henry Alexander III and Rita Chiang to the Redistricting Commission to serve as alternate commissioners. Councilmember Melton and Mayor Klein accepted the friendly amendment.

The amended motion carried with the following vote:

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

No: 0

Abstain: 2 - Vice Mayor Hendricks
Councilmember Larsson

Councilmember Cisneros visually communicated her vote and the City Clerk stated her vote for the record.

MOTION: Councilmember Melton moved and Vice Mayor Hendricks seconded the motion to hear agenda Item 10-Provide Direction Regarding Amending the Employment Agreement...

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

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

City Attorney John Nagel left the teleconference meeting during consideration of this item.

Human Resources Director Tina Murphy provided the staff report.

Public Hearing opened at 11:47 p.m.

No speakers.

Public Hearing closed at 11:47 p.m.

Councilmember Cisneros visually communicated her votes and the City Clerk stated her votes for the record.

MOTION: Councilmember Melton moved and Councilmember Larsson seconded the motion to approve Alternative 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.

The motion carried with the following vote:

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

No: 0

Councilmember Cisneros visually communicated her vote and the City Clerk stated her vote for the record.

MOTION: Councilmember Melton moved and Councilmember Fong seconded the motion to hear the remainder of the agenda items.

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

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

None.

NON-AGENDA ITEMS & COMMENTS

-Council

None.

-City Manager

City Manager Kent Steffens announced that a long-term work from home administrative policy has been finalized. Staff currently working from home will transition into their new schedules during the last week of July and first week of August. City Hall is tentatively scheduled to open to walk-in customers on August 2.

INFORMATION ONLY REPORTS/ITEMS

- | | |
|-------------------------|---|
| 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

Mayor Klein adjourned the meeting at 11:58 p.m.



City of Sunnyvale

Agenda Item

21-0253

Agenda Date: 7/13/2021

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>
080	06-13-21 through 06-19-21	\$13,096,920.07
081	06-20-21 through 06-26-21	\$5,801,670.12

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

ENVIRONMENTAL REVIEW

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

PUBLIC CONTACT

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

RECOMMENDATION

Approve the list(s) of claims and bills.

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

ATTACHMENTS

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

City of Sunnyvale

LIST # 080

**List of All Claims and Bills Approved for Payment
For Payments Dated 06/13/2021 through 06/19/2021**

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	XXXXX2580	06/15/2021	County of Santa Clara	50.00	CEQA-John W Christian Greenbelt Pathway Rehab.	County filing of CEQA and NOE Rehabilitation of John W Christian Greenbelt Pathway Rehab.. DPW Project No. PR-18-04	50.00	0.00	\$50.00
	XXXXX2581	06/15/2021	United States Postal Service	10,561.42	Permit#190-060821	Horizon Summer 2021	10,561.42	0.00	\$10,561.42
	XXXXX2582	06/15/2021	Stearns, Conrad and Schmidt Consulting Engineers Inc	1,695.00	0406933	Smart Stn & LF Routine Monitoring May 2021	1,695.00	0.00	\$11,154.60
				9,459.60	0406949	LF Non-Routine & Repair Svc May 2021	9,459.60	0.00	
	XXXXX2583	06/15/2021	Airgas USA LLC	203.36	9113158889	Supplies	203.36	0.00	\$792.25
				65.78	9114001155	ACETYLENE IND	65.78	0.00	
				523.11	9979569024		523.11	0.00	
	XXXXX2584	06/15/2021	Amazon Capital Services Inc	179.82	11RP-GR3X-JXP4		179.82	0.00	\$2,556.85
				719.65	179T-HVVX-4P6C		719.65	0.00	
				152.55	1C1D-XN3V-46R9		152.55	0.00	
				22.85	1CN9-Q4HG-QGVY		22.85	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				30.51	1H6R-6KCF-CHNT		30.51	0.00	
				236.18	1JPQ-W4LF-HLD7		236.18	0.00	
				144.88	1MXR-GYJD-31G3		144.88	0.00	
				470.80	1PGF-33VY-T7T3		470.80	0.00	
				176.46	1QHY-7Y7F-4CMX		176.46	0.00	
				423.15	1QKH-3LNK-MFF9		423.15	0.00	
	XXXXX2585	06/15/2021	American Fidelity Administrative Svcs	663.30	48385		663.30	0.00	\$1,326.60
				663.30	51692		663.30	0.00	
	XXXXX2586	06/15/2021	AmfaSoft Corp	2,425.00	BrianStanley-03	raining for participant #19-04-1170-38 WIOA #5641968	2,425.00	0.00	\$3,290.00
				432.50	JenniferF-02	Training for participant #19-04-1170-43 WIOA #5643019	432.50	0.00	
				432.50	RomeoR-02	Training for participant #19-04-1170-44, WIOA #5643235	432.50	0.00	
	XXXXX2587	06/15/2021	AT&T	723.19	000016280505	Monthly charges for internet bandwidth increase at community center to support distance learning. (3/6/21 - 4/5/21)	723.19	0.00	\$723.19
	XXXXX2588	06/15/2021	Baker & Taylor	102.89	2035897501	Books for Library	102.89	0.00	\$11,020.07
				4,902.19	41516805202		4,902.19	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					1V				
				602.85	5016863892	Books for Library	602.85	0.00	
				1,548.74	5016901308		1,548.74	0.00	
				493.96	5016953367	Books for the Library	493.96	0.00	
				424.12	5016970990	Books for the Library	424.12	0.00	
				1,860.63	5016999512	Books for Library	1,860.63	0.00	
				51.75	H55317040	Books for Library	51.75	0.00	
				875.46	H55475840	Library Material	875.46	0.00	
				130.40	H55475880	Library Resources	130.40	0.00	
				27.08	H55510930	Digital material for Library	27.08	0.00	
	XXXXX2589	06/15/2021	Bay Counties SMaRT	43,980.36	032546	Organic composting services April 2021	43,980.36	0.00	\$43,980.36
	XXXXX2590	06/15/2021	Benchmark Environmental Engineering	300.00	E21-201A	Risk assessment report/Asbestos Samples	300.00	0.00	\$300.00
	XXXXX2591	06/15/2021	Bluebeam Inc	5,234.80	1371417	Annual Subscription for Enterprise Licensing, Studio Prime	5,234.80	0.00	\$5,234.80
	XXXXX2592	06/15/2021	Brightview Landscape Services Inc	1,663.00	4714245	Tree care Services	1,663.00	0.00	\$1,663.00
	XXXXX2593	06/15/2021	BSK Associates	11,994.00	AE04501	Triannual Monitoring	11,994.00	0.00	\$11,994.00
	XXXXX2594	06/15/2021	Buckles-Smith Electric Co	7,365.85	3232376-00		7,365.85	0.00	\$18,859.37
				2,719.78	3232376-01		2,719.78	0.00	
				8,177.15	3232376-02		8,177.15	0.00	
				357.94	3238193-00	Parts	357.94	0.00	
				238.65	3238917-00	ELECTROMECHANICAL RELAY	238.65	0.00	
	XXXXX2595	06/15/2021	C Overaa & Co	306,468.46	PRMRYTRT MT2#46	UY-16/01-20	306,468.46	0.00	\$306,468.46

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX2596	06/15/2021	Cal-Vet Services Inc	1,529.00	12399	Equipment Rental	1,529.00	0.00	\$3,058.00
				1,529.00	12545	Equipment Rental	1,529.00	0.00	
	XXXXX2597	06/15/2021	California Science and Tech University	16,200.00	164	Training payment for participant #19-18-501-17, 19-18-501-15, 19-18-501-18 WIOA #5643533, 5643569, 5643682	16,200.00	0.00	\$16,200.00
	XXXXX2598	06/15/2021	California Workforce Assn	7,480.00	10321	Check Req 21-148: CWA Annual Dues FY2021-2022	7,480.00	0.00	\$7,480.00
	XXXXX2599	06/15/2021	Caltest Analytical Laboratory	336.00	621589	Wastewater Analysis	336.00	0.00	\$336.00
	XXXXX2600	06/15/2021	Canon Solutions America Inc	2,027.70	4035832406	Copier Maintenance	2,027.70	0.00	\$2,027.70
	XXXXX2601	06/15/2021	CARA Enterprises Inc	175.00	200485	License preparation fee for renewal of FCC license WNVC742	175.00	0.00	\$700.00
				175.00	200486	License Preparation fee for FCC license KMK253	175.00	0.00	
				175.00	200574	License preparation fee for renewal of FCC license WNVK863	175.00	0.00	
				175.00	200640	License preparation fee for renewal of FCC license WNFT307	175.00	0.00	
	XXXXX2602	06/15/2021	Carollo Engineers	1,304,390.25	0197484	Consultant Progress Payment March 2021	1,304,390.25	0.00	\$1,304,390.25
	XXXXX2603	06/15/2021	Coast Counties Peterbilt	67.78	01127464P	Oil Filter/ Wiper Blades	67.78	0.00	\$67.78

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX2604	06/15/2021	Control Tech West Inc	13,500.00	02192021SD B-1		13,500.00	0.00	\$13,500.00
	XXXXX2605	06/15/2021	Du-All Safety	3,100.00	22255	Safety Maintenance Contract Januay2021	3,100.00	0.00	\$3,100.00
	XXXXX2606	06/15/2021	Econolite Systems Inc	3,342.42	33322	Night Check Repairs December-2020	3,342.42	0.00	\$25,186.03
				150.00	33668	RMA Repair Intelight 2070 Controller	150.00	0.00	
				5,194.26	33770	Maintenance Rolling Report February-2021	5,194.26	0.00	
				3,515.67	33787	Night Check Repairs February-2021	3,515.67	0.00	
				4,783.30	33788	Quarterly Preventive Maintenance February-2021	4,783.30	0.00	
				6,854.59	33789	Annual Preventive Maintenance February-2021	6,854.59	0.00	
				1,345.79	34009	Street Light Repairs March-2021	1,345.79	0.00	
	XXXXX2607	06/15/2021	EOA Inc	15,460.83	SU58-0321	Permit Implementation & WPCP Operations Support	15,460.83	0.00	\$33,911.71
				18,450.88	SU58-0421	Permit Implementation & WPCP Operations Support April 2021	18,450.88	0.00	
	XXXXX2608	06/15/2021	F&M Bank	15,077.29	PRMRYTRT MT2#46	UY-16/01-20	15,077.29	0.00	\$15,077.29
	XXXXX2609	06/15/2021	Ferguson US Holdings Inc	4,703.02	1626640	COVER- FOR 2 METER BOX	4,703.02	0.00	\$4,703.02
	XXXXX2610	06/15/2021	Fire & Risk Alliance	6,852.50	132-005-18	Fire alarm, sprinkler	6,852.50	0.00	\$9,357.65

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			LLC			review			
				2,505.15	132-005-19	Staff Engineers	2,505.15	0.00	
	XXXXX2611	06/15/2021	FleetPride Inc	329.43	73385560	Parts	329.43	0.00	\$1,188.92
				91.04	73500373	Parts	91.04	0.00	
				318.05	74218904	Parts	318.05	0.00	
				162.14	74545898	Parts	162.14	0.00	
				184.20	74627394	Parts	184.20	0.00	
				104.06	74694160	Parts	104.06	0.00	
	XXXXX2612	06/15/2021	Golden Gate Truck Center	88.31	FA005055889:01	Parts and Freight	88.31	0.00	\$1,014.46
				469.40	FA005057211:01	Parts	469.40	0.00	
				95.41	FA005057299:01	Parts & Freight	95.41	0.00	
				5.74	FA005058212:01	Parts	5.74	0.00	
				11.99	FA005058288:01	Parts and Freight	11.99	0.00	
				104.78	FA005059260:01	Parts and Freight	104.78	0.00	
				238.83	FA005059822:01	Parts	238.83	0.00	
	XXXXX2613	06/15/2021	The Goodyear Tire & Rubber Co	2,807.55	189-1106630		2,807.55	0.00	\$2,807.55
	XXXXX2614	06/15/2021	GT Golf Supplies	524.91	INV209809	Golf Store Supplies	524.91	0.00	\$569.23
				44.32	INV209945	Golf shop supplies	44.32	0.00	
	XXXXX2615	06/15/2021	Hach Co Inc	644.40	12461702	ChemicalL supplies	644.40	0.00	\$795.41
				151.01	12465858	Chemicals	151.01	0.00	
	XXXXX2616	06/15/2021	Hetnet Wireless LLC	1,650.00	3193	Annual Testing	1,650.00	0.00	\$18,837.50
				1,750.00	3204	Annual Testing 830E El Camino	1,750.00	0.00	
				525.00	3215	Annual Testing- 1000 W Maude Ave	525.00	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				825.00	3216	Annual Testing -605 W Maude Ave	825.00	0.00	
				1,000.00	3217	Annual Testing-690 E Arques Ave	1,000.00	0.00	
				1,250.00	3218	Annual Testing 815 W Maude Ave	1,250.00	0.00	
				1,500.00	3219	Annual Testing- 950 W Maude Ave	1,500.00	0.00	
				1,500.00	3227	Annual Testing-384 Santa Trinita Ave.	1,500.00	0.00	
				1,000.00	3278	Annual Testing- 1050 E Arques Ave.	1,000.00	0.00	
				337.50	3279	Annual Testing-1060 Stewart Dr.	337.50	0.00	
				1,500.00	3280	Annual Testing- 1188 E Arques Ave.	1,500.00	0.00	
				1,750.00	3281	Annual Testing-1275-1287 Lawrence Station R	1,750.00	0.00	
				1,750.00	3282		1,750.00	0.00	
				1,750.00	3283	Annual Testing 457 E Evelyn Ave	1,750.00	0.00	
				750.00	3284	Annual Testing 485 Potrero Ave	750.00	0.00	
	XXXXX2617	06/15/2021	Imperial Sprinkler Supply	185.73	4614941-00	Materials - Land and Improvement	185.73	0.00	\$185.73
	XXXXX2618	06/15/2021	Intex Auto Parts	29.43	2-10809-10	Parts	29.43	0.00	\$1,333.96
				17.23	2-11788-12	Parts	17.23	0.00	
				196.28	2-11823-11	Parts	196.28	0.00	
				14.72	2-11861-15	Parts	14.72	0.00	
				72.37	2-11923-16	Parts	72.37	0.00	
				73.23	2-11951-17	Parts	73.23	0.00	
				222.14	2-11956-16	Parts	222.14	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				119.74	2-12134-15	Parts	119.74	0.00	
				220.64	2-12968-9		220.64	0.00	
				25.03	2-12969-4		25.03	0.00	
				54.49	2-13080-14		54.49	0.00	
				40.41	2-13465-12	Parts	40.41	0.00	
				207.10	2-13764-13		207.10	0.00	
				41.15	2-14120-12		41.15	0.00	
	XXXXX2619	06/15/2021	Judicial Council of California	1,700.00	July2021	Recurring monthly license fee for use of Superior Court Parking lot-Facility No. 43-F1 at 605 W. El Camino Real.	1,700.00	0.00	\$1,700.00
	XXXXX2620	06/15/2021	Kanopy Inc	1,232.00	250455 - PPU	Videos	1,232.00	0.00	\$1,232.00
	XXXXX2621	06/15/2021	Kimley Horn & Assoc Inc	17,745.39	18572458	Fiber Master Plan Svc Thru 3/31/21	17,745.39	0.00	\$38,263.61
				2,688.22	18709097	Fiber Master Plan Thru 4/30/21	2,688.22	0.00	
				17,830.00	18846994	SV Quick Build Thru 4/30/21	17,830.00	0.00	
	XXXXX2622	06/15/2021	Kramer Workplace Investigations	3,459.50	520	Personnel Investigation	3,459.50	0.00	\$3,459.50
	XXXXX2623	06/15/2021	Lawson Products Inc	26.03	9308490020	Supplies	26.03	0.00	\$26.03
	XXXXX2624	06/15/2021	LC Action Police Supply	21.10	425623	Police Supply	21.10	0.00	\$3,269.57
				191.40	425624	Police Supply	191.40	0.00	
				882.90	425772	Police Supply	882.90	0.00	
				882.90	425775	Police Supply	882.90	0.00	
				208.41	426272	Police Supply	208.41	0.00	
				43.59	426291	Police Supply	43.59	0.00	
				34.04	426292	Police Supply	34.04	0.00	
				6.65	426293	Police Supply	6.65	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				31.65	426408	Police Supply	31.65	0.00	
				23.97	426409	Police Supply	23.97	0.00	
				471.18	426410	Police Supply	471.18	0.00	
				471.78	426411	Police Supply	471.78	0.00	
	XXXXX2625	06/15/2021	Mallory Safety & Supply LLC	645.28	5103521	Supplies	645.28	0.00	\$645.28
	XXXXX2626	06/15/2021	Marsha Hovey LLC	1,250.00	SV-025	Emergency Management Services for April/May 2021	1,250.00	0.00	\$1,250.00
	XXXXX2627	06/15/2021	McMaster Carr Supply Co	97.31	58757023	Supplies	97.31	0.00	\$97.31
	XXXXX2628	06/15/2021	Melrose Metal Products Inc	4,452.65	16609	Pipe Supports	4,452.65	0.00	\$4,452.65
	XXXXX2629	06/15/2021	Metropolitan Planning Group	1,160.00	2001958	El Camino Real Specific Plan Svc Thru 5/31/20	1,160.00	0.00	\$2,320.00
				580.00	2002076	El Camino Real Specific Plan Svc Thru 7/31/2020	580.00	0.00	
				580.00	2002212	El Camino Real Specific Plan Svc Thru 10/31/2020	580.00	0.00	
	XXXXX2630	06/15/2021	Motorola	2,405.63	8281181153	AUDIO ACCESSORY	2,405.63	0.00	\$6,765.63
				4,360.00	8330189187	Supply Batteries for 911 UPS Unit	4,360.00	0.00	
	XXXXX2631	06/15/2021	Municipal Maintenance Equipment Inc	1,558.37	0159729-IN	Parts	1,558.37	0.00	\$1,841.32
				282.95	0160138-IN	Parts	282.95	0.00	
	XXXXX2632	06/15/2021	Mythics Inc	1,734.16	163216	Oracle Pass & IaaS Universal Credits 5/1/21-5/3/21	1,734.16	0.00	\$1,734.16
	XXXXX2633	06/15/2021	NAPA Auto Parts	34.00	5983-661024	Parts	34.00	0.00	\$110.29

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				57.72	5983-661310	Parts	57.72	0.00	
				18.57	5983-666576	Parts	18.57	0.00	
	XXXXX2634	06/15/2021	Nixon Egli Equipment Co Inc	1,767.03	C38638	Equipment Rental	1,767.03	0.00	\$1,767.03
	XXXXX2635	06/15/2021	Nutrien AG Solutions Inc	572.25	45476927	Supplies	572.25	0.00	\$572.25
	XXXXX2636	06/15/2021	Office Depot Inc	1,987.00	167423423001	Stores 4/16/30/2021	1,987.00	0.00	\$4,013.01
				105.41	174183625001	Rafael Bayani 6/1/2021	105.41	0.00	
				261.56	174242136001	Priscilla Luckey 6/3/2021	261.56	0.00	
				8.09	174242147001	Priscilla Luckey 6/3/2021	8.09	0.00	
				11.33	174664655001	Rafael Bayani 5/27/21	11.33	0.00	
				170.07	174925087001	Debra Alvarez 6/7/2021	170.07	0.00	
				30.83	174986016001	Rebecca Montalvo 6/3/2021	30.83	0.00	
				22.88	174986023001	Rebecca Montalvo 6/3/2021	22.88	0.00	
				41.08	175155384001	Jody Badiei 6/7/2021	41.08	0.00	
				49.03	175155391001	Jody Badiei 6/7/2021	49.03	0.00	
				482.60	175167971001	Julie Callaghan 5/28/2021	482.60	0.00	
				25.30	175990474001	Victoria Ketell 6/3/2021	25.30	0.00	
				9.36	176052139001	Phyllis Chan 5/28/2021	9.36	0.00	
				210.10	17605213900	Phyllis Chan	210.10	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					2	5/28/2021			
				326.98	178378838001	Rebecca Montalvo 6/8/2021	326.98	0.00	
				79.55	178399343001	Rebecca Montalvo 6/8/2021	79.55	0.00	
				191.84	178399344001	Rebecca Montalvo 6/8/2021	191.84	0.00	
	XXXXX2637	06/15/2021	Orlandi Trailer Inc	21.80	198499	Parts	21.80	0.00	\$21.80
	XXXXX2638	06/15/2021	Pacific Eco-Risk	3,063.00	17456	Toxicity Testing	3,063.00	0.00	\$3,063.00
	XXXXX2639	06/15/2021	Pacific Gas & Electric Co	1,328.35	0008016261-3	COO for Sp Fac@1444 Borregas WPCP Pwr Gen Facilities	1,328.35	0.00	\$117,307.64
				19,865.14	0314283663-8 0521	1444 Borregas Ave	19,865.14	0.00	
				95,982.82	1105922118-1 0421	City Buildings	95,982.82	0.00	
				131.33	9129031168-6 0521	1382 Kifer Rd/Kifer Lift Station	131.33	0.00	
	XXXXX2640	06/15/2021	Palo Alto Electric Motor Corp	788.88	RI7584	AC Motor Repair	788.88	0.00	\$788.88
	XXXXX2641	06/15/2021	Peterson	6,917.88	SW240174418	Engine & Generator Mtnce	6,917.88	0.00	\$6,917.88
	XXXXX2642	06/15/2021	Peterson	97.10	269953S	Auto Parts	97.10	0.00	\$97.10
	XXXXX2643	06/15/2021	Pine Cone Lumber Co Inc	528.00	102542	Supplies	528.00	0.00	\$1,990.24
				1,462.24	103702	Supplies \$13.42 Discount By 7/10/21	1,475.66	13.42	
	XXXXX2644	06/15/2021	Preferred Benefit Insurance Admin Inc	68,931.80	EIA40522	May 2021	68,931.80	0.00	\$68,931.80
	XXXXX2645	06/15/2021	Quality Glass and Tint	125.00	17597	Parts	125.00	0.00	\$125.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXXX2646	06/15/2021	Reed & Graham Inc	470.34	001865	\$24.76 Discount By 6/27/21	495.10	24.76	\$1,445.03
				974.69	002048	\$51.30 Discount By 6/28/21	1,025.99	51.30	
	XXXXXX2647	06/15/2021	Ross Recreation Equipment Co Inc	309.50	I18987	Rock Repair Kit	309.50	0.00	\$309.50
	XXXXXX2648	06/15/2021	Royal Brass Inc	19.62	953725-001	Auto Parts	19.62	0.00	\$682.80
				72.76	954463-001	Auto Parts	72.76	0.00	
				43.46	954577-001	Auto Parts	43.46	0.00	
				49.30	955453-001	Auto Parts	49.30	0.00	
				287.88	955483-001	Auto Parts	287.88	0.00	
				31.28	955715-001	Auto Parts	31.28	0.00	
				68.14	955785-001	Auto Parts	68.14	0.00	
				73.50	955837-001	Auto Parts	73.50	0.00	
				36.86	955838-001	Auto Parts	36.86	0.00	
	XXXXXX2649	06/15/2021	SFO Reprographics	872.00	70441	CAMP DO & DON'T POSTER	872.00	0.00	\$872.00
	XXXXXX2650	06/15/2021	SHI International Corp	53.54	B13503532	Acrobat Pro Mtnce	53.54	0.00	\$178.73
				125.19	B13574532	Software Maintenance 7/1-10/31/21	125.19	0.00	
	XXXXXX2651	06/15/2021	Shred-It USA LLC	113.22	8181923961	13177717 4/5/21 Svc	113.22	0.00	\$113.22
	XXXXXX2652	06/15/2021	Sierra Pacific Turf Supply Inc	674.00	0599443-IN	Supplies	674.00	0.00	\$674.00
	XXXXXX2653	06/15/2021	Silke Communications Inc	837.50	107865	Repair Service	837.50	0.00	\$837.50
	XXXXXX2654	06/15/2021	SiteOne Landscape Supply LLC	594.20	106240540-001	Supplies	594.20	0.00	\$594.20
	XXXXXX2655	06/15/2021	Smiths Gopher Trapping Service	2,064.00	24041B	May 2021	2,064.00	0.00	\$2,064.00
	XXXXXX2656	06/15/2021	SSA Landscape	14,725.20	7067	Park Playground	14,725.20	0.00	\$14,725.20

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Architects Inc			Replacement 3/26-4/25/21			
	XXXXX2657	06/15/2021	Studio Em Graphic Design	245.25	18250	BPAC 2-Sided Bill Stuffer	245.25	0.00	\$245.25
	XXXXX2658	06/15/2021	Suburban Propane	33.79	2632893	Propane	33.79	0.00	\$33.79
	XXXXX2659	06/15/2021	Sunbelt Rentals Inc	14,745.98	104908856-0010	Equip Rental 4/30-5/27/21	14,745.98	0.00	\$14,745.98
	XXXXX2660	06/15/2021	Sunnyvale Ford	16.44	172973FOW	Motor Parts & Labor	16.44	0.00	\$6,809.61
				150.42	184810FOW	Motor Parts	150.42	0.00	
				306.99	185830FOW	Motor Parts & Labor	306.99	0.00	
				36.01	186194FOW	Motor Parts & Labor	36.01	0.00	
				37.54	186947FOW	Motor Parts & Labor	37.54	0.00	
				3.97	186992FOW	Motor Parts	3.97	0.00	
				43.02	187152FOW	Motor Parts & Labor	43.02	0.00	
				2,063.02	187176FOW	Motor Parts & Labor	2,063.02	0.00	
				256.37	187217FOW	Motor Parts & Labor	256.37	0.00	
				65.47	187303FOW	Motor Parts & Labor	65.47	0.00	
				65.47	187346FOW	Motor Parts & Labor	65.47	0.00	
				8.92	187415FOW	Motor Parts & Labor	8.92	0.00	
				102.37	187448FOW	Motor Parts & Labor	102.37	0.00	
				246.45	187449FOW	Motor Parts	246.45	0.00	
				3.83	187573FOW	Motor Parts & Labor	3.83	0.00	
				99.38	187649FOW	Motor Parts & Labor	99.38	0.00	
				205.31	187817FOW	Motor Parts & Labor	205.31	0.00	
				253.21	187869FOW	Motor Parts & Labor	253.21	0.00	
				95.11	187881FOW	Motor Parts & Labor	95.11	0.00	
				2,610.36	FOCS829612	Motor Parts & Labor	2,610.36	0.00	
				139.95	FOCS830499	Service	139.95	0.00	
	XXXXX2661	06/15/2021	Sunnyvale Towing Inc	113.00	321187	Towing	113.00	0.00	\$113.00
	XXXXX2662	06/15/2021	Superior Automatic Sprinkler Co Inc	978.00	46996		978.00	0.00	\$978.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX2663	06/15/2021	Synagro-WWT Inc	33,790.90	20611	Feb 2021 Svc	33,790.90	0.00	\$33,790.90
	XXXXX2664	06/15/2021	TJKM	1,567.50	0051105	Homestead High Bike & Ped May 2021	1,567.50	0.00	\$1,567.50
	XXXXX2665	06/15/2021	Traffic Data Service	3,460.00	21017	Tasman Traffic Data Count	3,460.00	0.00	\$3,460.00
	XXXXX2666	06/15/2021	Turf Star Inc	176.13	7165493-00	Parts	176.13	0.00	\$3,257.55
				29.70	7165493-01	Parts	29.70	0.00	
				243.14	7165568-00	Parts	243.14	0.00	
				150.15	7166954-00	Parts	150.15	0.00	
				963.96	7166956-00	Parts	963.96	0.00	
				48.30	7169128-00	Parts	48.30	0.00	
				125.48	7169638-00	Parts	125.48	0.00	
				1,520.69	7170050-00	Parts	1,520.69	0.00	
	XXXXX2667	06/15/2021	Twin Oaks MFG	1,508.88	K125	K-9 Kennel	1,508.88	0.00	\$1,508.88
	XXXXX2668	06/15/2021	Unity Courier Service Inc	2,750.00	468201	AC#C60744 Apr 2021	2,750.00	0.00	\$2,750.00
	XXXXX2669	06/15/2021	Univar Solutions USA Inc	3,460.50	49187496	Supplies	3,460.50	0.00	\$3,460.50
	XXXXX2670	06/15/2021	Valley Oil Co	26,791.02	66260	Gasoline	26,791.02	0.00	\$83,318.88
				27,535.84	66428	Gasoline	27,535.84	0.00	
				27,238.57	69489	Gasoline	27,238.57	0.00	
				1,753.45	69528	Diesel Fuel	1,753.45	0.00	
	XXXXX2671	06/15/2021	VWR International LLC	57.12	8804888487	Supplies	57.12	0.00	\$413.44
				252.24	8804914510	Supplies	252.24	0.00	
				104.08	8804926632	Supplies	104.08	0.00	
	XXXXX2672	06/15/2021	Kirby Canyon Recycling and Disposal Facility	773,342.88	May 2021	10,433.66 Tons@\$74.12/Ton	773,342.88	0.00	\$773,342.88
	XXXXX2673	06/15/2021	Weck Laboratories Inc	265.32	W1E0775	Lab Svc	265.32	0.00	\$870.23
				509.39	W1E0838	Lab Svc	509.39	0.00	
				95.52	W1E1012	Lab Svc	95.52	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX2674	06/15/2021	Western States Tool & Supply Corp	671.66	194683	Marking Paint	671.66	0.00	\$671.66
	XXXXX2675	06/15/2021	Winsupply of Silicon Valley	586.09	024934 03	Supplies	586.09	0.00	\$740.14
				154.05	025388 01	Supplies	154.05	0.00	
	XXXXX2676	06/15/2021	Zalco Laboratories	390.00	2105192	Lab Svc	390.00	0.00	\$390.00
	XXXXX2677	06/15/2021	Hensel Phelps Construction Co	8,435,050.00	CivicCenter#06	PR-19-06	8,435,050.00	0.00	\$8,435,050.00
	XXXXX2678	06/15/2021	Benefit Coordinators Corporation	46,516.97	9371	June 2021 life insurance and long term disability (non PSOA)	46,516.97	0.00	\$46,516.97
	XXXXX2679	06/15/2021	Western States Oil	21,657.30	818898	Diesel Fuel	21,657.30	0.00	\$21,657.30
	XXXXX2680	06/15/2021	The Sourcing Group LLC	1,700.40	383217	#10 Window Envelopes	1,700.40	0.00	\$18,398.84
				16,698.44	386831	Utility Rate Increase Mailing	16,698.44	0.00	
	XXXXX2681	06/15/2021	Cratus Inc	605,197.50	LWRNCEXP RSS#04	UY-15/03-16	605,197.50	0.00	\$605,197.50
	XXXXX2682	06/15/2021	Superco Specialty Products, Division of Momar Incorporated	2,682.65	PSI399571	Supplies For Stores	2,682.65	0.00	\$2,682.65
	XXXXX2683	06/15/2021	Sustainable Watershed Designs Inc DBA Lotus Water	11,479.50	4178	GSI Feasibility Assessment Thru 5/28/21	11,479.50	0.00	\$11,479.50
	XXXXX2684	06/15/2021	BAE Urban Economics	9,323.00	2514-May21	Working Group meetings 05/17,05/20-meeting preparation,time	9,323.00	0.00	\$9,323.00
	XXXXX2685	06/15/2021	Venous Technologies Inc	17,222.44	6267	3M 1870 Plus N95 Respirator	17,222.44	0.00	\$17,222.44
	XXXXX2686	06/15/2021	Consolidated Parts Inc	3,512.36	5067566	Parts and Supplies	3,512.36	0.00	\$3,512.36

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	XXXXX2687	06/15/2021	Pacific Coast Flag	658.45	25126	Supplies	658.45	0.00	\$658.45
	XXXXX2688	06/15/2021	DeSilva Gates Construction LP	315,709.70	PvmntRehab2 020#01	ST-18-09	315,709.70	0.00	\$315,709.70
	XXXXX2689	06/17/2021	CSG Consultants Inc	14,948.52	35906	Project management services	14,948.52	0.00	\$32,676.02
				17,727.50	37087	Project Management Fair Oaks Phase	17,727.50	0.00	
	XXXXX2690	06/17/2021	Edges Electrical Group LLC	59.26	S5196759.00 1	Supplies	59.26	0.00	\$59.26
	XXXXX2691	06/17/2021	Gardenland Power Equipment	126.57	829006	Parts	126.57	0.00	\$126.57
	XXXXX2692	06/17/2021	NOVAworks Foundation	81.92	PR202124	PR202124 NOVA Dues	81.92	0.00	\$81.92
	XXXXX2693	06/17/2021	Sunnyvale Public Safety Officers Assn	19,980.00	PR202124	PR202124 Assoc Dues	19,980.00	0.00	\$19,980.00
	XXXXX2694	06/17/2021	Weck Laboratories Inc	244.10	W1F0130	Lab Service	244.10	0.00	\$244.10
	XXXXX2695	06/17/2021	Wood Rodgers Inc	41,346.66	145131	Pavement Rehab Svc Thru 3/31/2021 6/15: Stacy to check OR. Ntg to receive	41,346.66	0.00	\$41,346.66
	XXXXX2696	06/17/2021	Amilia Consulting USA Inc	2,987.50	INV-0293	Payment for the second half of the project total, "Smart Approach to Cost Recovery"	2,987.50	0.00	\$2,987.50
	XXXXX2697	06/17/2021	HomeFirst Services of Santa Clara County	41,617.40	HF-MAY21-5030	Case mgmt services related to FOP unhoused Motel Project	41,617.40	0.00	\$41,617.40
	XXXXX2698	06/17/2021	Colleen Valles Writer	250.00	37	Water Story	250.00	0.00	\$250.00
	XXXXX2699	06/17/2021	Farella Braun & Martel	2,871.00	360023	Legal Fees Mary	2,871.00	0.00	\$3,613.50

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			LLP			Ave.			
				742.50	360884	Legal Fees MAY 21	742.50	0.00	
	XXXXX2700	06/17/2021	AT&T	70.00	387799	Tracking File Code 3213900 Search warrant for Investigations	70.00	0.00	\$70.00
	XXXXX2701	06/17/2021	Yamaha Golf Cars of California Inc	2,593.05	L41324	Golf Car Repairs	2,593.05	0.00	\$2,593.05
	XXXXX2702	06/17/2021	Mountain Cascade, Inc	6,025.99	197365-49012	Utility credit balance refund	6,025.99	0.00	\$6,025.99
	XXXXX2703	06/17/2021	Yi Yang	261.56	196005-12382	Utility credit balance refund	261.56	0.00	\$261.56
	XXXXX2704	06/17/2021	AAA Speedy Smog Test Only Station	40.00	032419	Smog Test	40.00	0.00	\$40.00
	XXXXX2705	06/17/2021	Aaron's Industrial Pumping	195.00	01222021	Pumped Greased Trap	195.00	0.00	\$195.00
	XXXXX2706	06/17/2021	Acushnet Co	70.98	910965753	Supplies	70.98	0.00	\$2,728.66
				319.18	910977755	Supplies for Golf Store	319.18	0.00	
				264.75	910996698	Supplies	264.75	0.00	
				135.75	911007375	Supplies	135.75	0.00	
				956.75	911018245	Supplies	956.75	0.00	
				756.65	911051024	Supplies	756.65	0.00	
				127.30	911093171	Supplies	127.30	0.00	
				97.30	911104456	Supplies	97.30	0.00	
	XXXXX2707	06/17/2021	Agilent Technologies Inc	1,627.37	120732993	Parts and Materials	1,627.37	0.00	\$1,627.37
	XXXXX2708	06/17/2021	Alameda County Information Tech Dept	2,576.06	112-2104056	AC # 955067- Monthly connect to AWS	2,576.06	0.00	\$2,576.06
	XXXXX2709	06/17/2021	Almaden RV Service and Repairs	206.03	01272021	Parts	206.03	0.00	\$206.03
	XXXXX2711	06/17/2021	Amazon Capital	413.90	139W-Y6F7-		413.90	0.00	\$3,887.04

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			Services Inc		4774				
				228.87	14DL-DGJD-3KDJ		228.87	0.00	
				403.00	14JG-RFVD-QPYP		403.00	0.00	
				183.88	16HP-DXX4-6CRW		183.88	0.00	
				144.35	179T-HVVX-H1MD		144.35	0.00	
				117.58	17P9-1WDL-36MV		117.58	0.00	
				16.34	19D4-GHXX-FNFQ		16.34	0.00	
				134.60	1CR1-T4R3-QYP6		134.60	0.00	
				64.56	1CWD-GXWF-CNXY		64.56	0.00	
				91.75	1D6K-V944-JNM3		91.75	0.00	
				43.59	1F9D-LRL9-3CP3		43.59	0.00	
				53.84	1FMN-PMLW-QLKV		53.84	0.00	
				13.07	1HHP-GYNW-RGJG		13.07	0.00	
				438.15	1JJT-JG66-LCPH		438.15	0.00	
				126.00	1KC1-R11W-WVTF		126.00	0.00	
				29.86	1KC1-R11W-XDTT		29.86	0.00	
				17.42	1KMJ-DRPN-		17.42	0.00	

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					D1YY				
				151.50	1LYW-JT6M-XDFC		151.50	0.00	
				7.36	1M6H-46FQ-99DW		7.36	0.00	
				61.19	1M6H-46FQ-KT9V		61.19	0.00	
				9.47	1M9D-CYH9-NJTV		9.47	0.00	
				201.30	1MRJ-QF9M-4CFL		201.30	0.00	
				17.97	1MWL-KH3X-KKFH		17.97	0.00	
				25.05	1PGF-33VY-NQVR		25.05	0.00	
				14.70	1Q9L-J3PR-LV63		14.70	0.00	
				21.79	1Q9R-CPJ4-1NCV		21.79	0.00	
				92.83	1QP4-6GNL-XTHW		92.83	0.00	
				49.06	1QTH-QGXQ-D6MX		49.06	0.00	
				140.59	1TNJ-W39Y-7RGH		140.59	0.00	
				163.14	1VRP-7TX3-J96L		163.14	0.00	
				7.40	1VVQ-DDJC-CFV7		7.40	0.00	
				7.62	1YJL-HTCN-MKJ9		7.62	0.00	
				148.16	1YJP-QGCH-1499		148.16	0.00	

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				228.87	1YMR-W91C-7XC4		228.87	0.00	
				18.28	1YV7-WJ4L-3FF6		18.28	0.00	
	XXXXX2712	06/17/2021	AppleOne Employment Services	1,308.06	01-5921108	Consultants	1,308.06	0.00	\$1,308.06
	XXXXX2713	06/17/2021	AT&T	307.76	000016433661	Dept. of Justice Contracts:C4-Leg/Cell-12-10-TS-01,C3-A/B=12-10-TS-01, C3-F-12-10-TS-01	307.76	0.00	\$307.76
	XXXXX2714	06/17/2021	Badger Meter Inc	5,236.60	1437151	Meter	5,236.60	0.00	\$5,236.60
	XXXXX2716	06/17/2021	Baker & Taylor	53.82	2035785443		53.82	0.00	\$3,887.81
				17.95	2035814943		17.95	0.00	
				116.55	2035843656		116.55	0.00	
				142.80	2035928667		142.80	0.00	
				59.47	2035929634		59.47	0.00	
				947.78	5016884764		947.78	0.00	
				23.00	5016907578		23.00	0.00	
				449.98	5016915078		449.98	0.00	
				78.11	5016929973		78.11	0.00	
				20.23	5016930725		20.23	0.00	
				103.11	5016930727		103.11	0.00	
				12.79	5016948968		12.79	0.00	
				19.81	5016948970		19.81	0.00	
				54.75	5016963597		54.75	0.00	
				24.32	5016963599		24.32	0.00	
				81.05	5016963601		81.05	0.00	
				28.83	5016963603		28.83	0.00	
				52.44	5016963605		52.44	0.00	
				12.18	5016963607		12.18	0.00	

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				113.41	5016963609		113.41	0.00	
				38.15	5016963611		38.15	0.00	
				39.08	5016963613		39.08	0.00	
				56.32	5016963634		56.32	0.00	
				30.18	5016977346		30.18	0.00	
				379.38	5016977348		379.38	0.00	
				43.23	5016977350		43.23	0.00	
				46.12	5016981405		46.12	0.00	
				133.18	5016981407		133.18	0.00	
				8.30	5016985001		8.30	0.00	
				21.73	5016985003		21.73	0.00	
				36.45	5016985005		36.45	0.00	
				115.87	H54641680		115.87	0.00	
				106.68	H54916810		106.68	0.00	
				23.21	H54935660		23.21	0.00	
				15.47	H55197150		15.47	0.00	
				100.52	H55197160		100.52	0.00	
				65.73	H55309670		65.73	0.00	
				92.80	H55309680		92.80	0.00	
				77.34	H55342770		77.34	0.00	
				15.47	H55555510		15.47	0.00	
				30.22	H55557730		30.22	0.00	
	XXXXX2717	06/17/2021	Bluebeam Inc	2,340.00	1362146	Studio Prime Annual Subscription	2,340.00	0.00	\$2,340.00
	XXXXX2718	06/17/2021	Buckles-Smith Electric Co	357.94	3238193-01		357.94	0.00	\$357.94
	XXXXX2719	06/17/2021	Burke Williams & Sorensen LLP	1,022.00	269782	Professional Services Fees through May 2021	1,022.00	0.00	\$1,110.50
				88.50	269789	PROFESSIONAL SERVICES through MAY 2021	88.50	0.00	
	XXXXX2720	06/17/2021	California Bank of	535.00	HmsteadRd@	TR-18-06	535.00	0.00	\$535.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Commerce		HmsteadHigh #01				
	XXXXX2721	06/17/2021	California Department of Justice	640.00	503667	Fingerprint applications for March 2021	640.00	0.00	\$640.00
	XXXXX2722	06/17/2021	Canon Solutions America Inc	16.50	4035485330	Maintenance	16.50	0.00	\$16.50
	XXXXX2723	06/17/2021	Carboline Co	242.21	21823025	Paint for corrosion protection	242.21	0.00	\$242.21
	XXXXX2724	06/17/2021	Carollo Engineers	7,210.63	0195712	Consultant Fees for January 2021	7,210.63	0.00	\$9,940.63
				2,730.00	0197450	Consultant Fees Mar 2021	2,730.00	0.00	
	XXXXX2725	06/17/2021	CDM Smith	3,823.80	90115602	Srvs 10/4/20-1/2/20 Project 232467	3,823.80	0.00	\$8,418.25
				4,594.45	90124200	Professional On-Call Services	4,594.45	0.00	
	XXXXX2726	06/17/2021	Center for Employment Opportunities	2,805.38	12-SSEL	March 2021 Agrmt#004-2287-20	2,805.38	0.00	\$2,805.38
	XXXXX2727	06/17/2021	Chmura Economics & Analytics LLC	5,216.73	9137	Renewal for JobsEQ+	5,216.73	0.00	\$5,216.73
	XXXXX2728	06/17/2021	City & County of San Francisco	3,216.31	P2EI-016	March 2021 Agrmt#001-2287-20	3,216.31	0.00	\$3,216.31
	XXXXX2729	06/17/2021	City of San Jose	58,933.06	0013-P2E	March 2021 Agrmt# 002-2287-20	58,933.06	0.00	\$58,933.06
	XXXXX2730	06/17/2021	Colantuono Highsmith & Whatley PC	37.50	47856		37.50	0.00	\$37.50
	XXXXX2731	06/17/2021	Commercial Pump Service Inc	650.00	11755	FPO#: DPW5621-Irrigation Pump Repair	650.00	0.00	\$650.00
	XXXXX2732	06/17/2021	CSG Consultants Inc	41,178.75	B210828	Building Plan Review Services May 2021	41,178.75	0.00	\$41,178.75
	XXXXX2733	06/17/2021	D & M Traffic Services	411.25	18097	Marking Paint	411.25	0.00	\$411.25

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Inc						
	XXXXXX2734	06/17/2021	D&D Compressor Inc	486.60	68887	Parts	486.60	0.00	\$1,276.33
				455.73	68977	Labor and Material	455.73	0.00	
				334.00	68982	Materials and Labor	334.00	0.00	
	XXXXXX2735	06/17/2021	Du-All Safety	3,100.00	22561	Safety Maintenance Contract for May 2021	3,100.00	0.00	\$3,100.00
	XXXXXX2736	06/17/2021	Earth Share of California	39.34	PR202124	PR202124	39.34	0.00	\$39.34
	XXXXXX2737	06/17/2021	Edges Electrical Group LLC	434.85	S5181256.00 2	Parts	434.85	0.00	\$700.20
				122.35	S5181256.00 4	Parts	122.35	0.00	
				143.00	S5213680.00 1	Parts	143.00	0.00	
	XXXXXX2738	06/17/2021	FAMCON Pipe & Supply Inc	9,417.60	S100047042.001	Sewer Frame and Cover	9,417.60	0.00	\$9,417.60
	XXXXXX2739	06/17/2021	FedEx	23.74	7--393-92641	Shipping	23.74	0.00	\$23.74
	XXXXXX2740	06/17/2021	Foster Bros Security Systems Inc	43.26	328030	Supplies	43.26	0.00	\$43.26
	XXXXXX2741	06/17/2021	G2 Solutions Inc	6.75	DOJINV-0006668	Records transmitted to DOJ via G2Solutions server in Feb. 2021	6.75	0.00	\$22.50
				15.75	DOJINV-0006862	DOJ transactions Mar 2021	15.75	0.00	
	XXXXXX2742	06/17/2021	Gardenland Power Equipment	440.99	822818	Supplies	440.99	0.00	\$2,675.28
				185.67	823929	Supplies	185.67	0.00	
				182.73	824448.	Supplies	182.73	0.00	
				55.12	824690	Supplies	55.12	0.00	
				83.74	826336	Supplies	83.74	0.00	
				124.28	827460	Supplies	124.28	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				162.35	829010	Supplies	162.35	0.00	
				555.87	830561	Supplies	555.87	0.00	
				884.53	861001	Supplies	884.53	0.00	
	XXXXX2743	06/17/2021	GT Golf Supplies	190.53	INV207945	Buggy Cover	190.53	0.00	\$190.53
	XXXXX2744	06/17/2021	H K Avery Construction	3,250.00	1921	Door Removal and wall board installation	3,250.00	0.00	\$3,250.00
	XXXXX2745	06/17/2021	Hach Co Inc	306.85	12450300	Supplies	306.85	0.00	\$306.85
	XXXXX2746	06/17/2021	Heritage Environmental Services LLC	425.00	2122841	Supplies	425.00	0.00	\$425.00
	XXXXX2747	06/17/2021	Imperial Sprinkler Supply	179.84	4535066-00	Equipment Maintenance Repair - Materials	179.84	0.00	\$224.81
				44.97	4635203-00		44.97	0.00	
	XXXXX2748	06/17/2021	Intex Auto Parts	58.86	2-14077-6		58.86	0.00	\$58.86
	XXXXX2749	06/17/2021	JobTrain	825.00	PTE008	Mar 2021 Agrmt#005-2287-20	825.00	0.00	\$38,692.00
				37,867.00	YOUTHFY21 10	Apr 2021 Agr#001-301-18	37,867.00	0.00	
	XXXXX2750	06/17/2021	Johnson Roberts & Assoc Inc	35.00	145458	PHQ Report	35.00	0.00	\$35.00
	XXXXX2751	06/17/2021	KME Fire Apparatus	378.79	ca 555315	Supplies	378.79	0.00	\$1,602.50
				1,223.71	ca 555717	Parts & Labor	1,223.71	0.00	
	XXXXX2752	06/17/2021	L N Curtis & Sons Inc	27.25	INV446983	Rope / Rescue Replacement Program	27.25	0.00	\$742.83
				225.63	INV455494	Rope / Rescue Replacement Program	225.63	0.00	
				489.95	INV465242		489.95	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX2753	06/17/2021	Lawson Products Inc	595.39	9308498662	Supplies	595.39	0.00	\$649.89
				54.50	9308508487	Supplies	54.50	0.00	
	XXXXX2754	06/17/2021	Mallory Safety & Supply LLC	190.53	5082212	Stores Supplies	190.53	0.00	\$3,993.40
				1,076.44	5083445	Stores Supplies	1,076.44	0.00	
				762.45	5085109	Stores Supplies	762.45	0.00	
				43.88	5086920	Stores Supplies	43.88	0.00	
				1,905.32	5091033	Store Supplies	1,905.32	0.00	
				14.78	5105079	Stores Supplies	14.78	0.00	
	XXXXX2755	06/17/2021	McMaster Carr Supply Co	399.51	59296685	Supplies	399.51	0.00	\$537.82
				63.34	59314880	Supplies	63.34	0.00	
				46.84	59316522	Supplies	46.84	0.00	
				28.13	59383565	Supplies	28.13	0.00	
	XXXXX2756	06/17/2021	Midwest Tape	65.38	500105811	Library Materials	65.38	0.00	\$4,367.55
				4,392.86	500518199	Digital Media Content M/E 5/31/21	4,392.86	0.00	
				-90.69	cm070720	Check#100325974	-90.69	0.00	
	XXXXX2757	06/17/2021	MM Communications	850.00	INV-1009	Service	850.00	0.00	\$850.00
	XXXXX2758	06/17/2021	MTS Training Academy	4,481.00	3777	Evans, Aaron 19-17-201-07	4,481.00	0.00	\$4,979.00
				498.00	3889	Evans, Aaron 19-17-201-07	498.00	0.00	
	XXXXX2759	06/17/2021	Office Depot Inc	52.57	171145202001	Priscilla Luckey 5/18/21	52.57	0.00	\$2,611.38
				170.02	172495294001	Elaine Ketell 5/18/21	170.02	0.00	
				43.08	174343085001	Priscilla Luckey 6/9/21	43.08	0.00	
				16.00	176060052001	Rene Huerta 6/10/2021	16.00	0.00	
				634.75	176060053001	Rene Huerta 6/8/2021	634.75	0.00	
				51.89	17606005900	Rene Huerta	51.89	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					1	6/8/2021			
				54.49	178399345001	Rebecca Montalvo 6/8/2021	54.49	0.00	
				1,588.58	18648627	Stores 6/1-15/2021	1,588.58	0.00	
	XXXXX2760	06/17/2021	P&R Paper Supply Co Inc	471.53	30374604-00	Stores Supplies	471.53	0.00	\$580.60
				22.35	30375335-02	Stores Supplies	22.35	0.00	
				86.72	30378128-00	Stores Supplies	86.72	0.00	
	XXXXX2761	06/17/2021	Pacific Gas & Electric Co	4.79	8980516791-6 0421&0521	N/S El Camino & E Remington	4.79	0.00	\$4.79
	XXXXX2762	06/17/2021	Power Plan - OIB	529.15	12764246	Auto Parts	529.15	0.00	\$529.15
	XXXXX2763	06/17/2021	R & R Refrigeration & Air Conditioning	419.90	70101	Preventive Maintenance	419.90	0.00	\$419.90
	XXXXX2764	06/17/2021	Reed & Graham Inc	337.58	002406	Asphalt \$17.77 Discount By 7/3/21	355.35	17.77	\$337.58
	XXXXX2765	06/17/2021	Richards Watson & Gershon	770.50	231864	Legal Svc Thru 4/30/21	770.50	0.00	\$770.50
	XXXXX2766	06/17/2021	Robertson Industries Inc	5,945.00	PJI-011800	Wiser Park Maintenance	5,945.00	0.00	\$5,945.00
	XXXXX2767	06/17/2021	Royal Brass Inc	67.19	955454-001	Auto Parts	67.19	0.00	\$67.19
	XXXXX2768	06/17/2021	San Benito County	6,064.11	03-2287-20 #15	Ag#003-2287-20 March 2021	6,064.11	0.00	\$6,064.11
	XXXXX2769	06/17/2021	San Francisco Bay Bird Observatory	1,729.80	1884	May 2021 AVIAN BOTULISM MONITORING	1,729.80	0.00	\$1,729.80
	XXXXX2770	06/17/2021	San Jose BMW	2,552.64	265565	Labor & Parts	2,552.64	0.00	\$2,552.64
	XXXXX2771	06/17/2021	Santa Clara Adult Education	2,700.00	13489		2,700.00	0.00	\$2,700.00
	XXXXX2772	06/17/2021	SFO Reprographics	65.40	70494	COLOR POSTERS	65.40	0.00	\$65.40
	XXXXX2773	06/17/2021	Silicon Valley Clean	25.30	INV100539	1/1-3/31/21 Svc	25.30	0.00	\$25.30

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Water						
	XXXXX2774	06/17/2021	California Newspapers Partnership	451.00	0006572467		451.00	0.00	\$1,804.00
				902.00	0006574455		902.00	0.00	
				451.00	0006574456		451.00	0.00	
	XXXXX2775	06/17/2021	Silver & Wright LLP	6,236.95	27847	Yok Law v SV Legal Svc	6,236.95	0.00	\$14,993.27
				8,756.32	27938	Yok Law v SV Legal Svc	8,756.32	0.00	
	XXXXX2776	06/17/2021	Smart & Final Inc	82.80	598533-052821	5/28/21 Purchase	82.80	0.00	\$82.80
	XXXXX2777	06/17/2021	Srixon Golf	196.20	6438936 SO	Golf Resale Merchandise	196.20	0.00	\$196.20
	XXXXX2778	06/17/2021	Staples Inc	8.95	3478477737	Summary Bill 8062445348 Thao Nguyen 5/19/21	8.95	0.00	\$418.15
				1.77	3478477740	Summary Inv 8062445348 Thao Nguyen 5/20/21	1.77	0.00	
				41.61	3478477741	Summary Inv 8062445348 Thao Nguyen 5/20/21	41.61	0.00	
				235.61	3478477742	Summary Inv 8062445348 Priscilla Luckey 5/208/21	235.61	0.00	
				25.20	3478477743	Summary Inv 8062445348 Lorena Rodriguez 5/24/21	25.20	0.00	
				20.49	3478477744	Summary Inv 8062445348 Thao Nguyen 5/25/21	20.49	0.00	
				84.52	3478477745	Summary Inv 8062445348 Thao Nguyen 5/25/21	84.52	0.00	
	XXXXX2779	06/17/2021	Stevens Creek	89.42	372907	Auto Parts	89.42	0.00	\$89.42

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX2782	06/17/2021	Chrysler Jeep Dodge						\$19,728.51
			Summit Uniforms	116.90	73321	Police Uniforms	116.90	0.00	
				75.38	73324	Police Uniforms	75.38	0.00	
				32.78	73362	Police Uniform	32.78	0.00	
				150.77	73365	Police Uniform	150.77	0.00	
				183.54	73404	Police Uniform	183.54	0.00	
				150.77	73414	Stores Uniform	150.77	0.00	
				520.03	73458	Police Uniform	520.03	0.00	
				452.30	73460	Police Uniform	452.30	0.00	
				557.18	73463	Police Uniform	557.18	0.00	
				32.78	73464	Police Uniform	32.78	0.00	
				357.25	73465	Police Uniform	357.25	0.00	
				541.88	73466	Police Uniform	541.88	0.00	
				395.49	73467	Police Uniform	395.49	0.00	
				216.32	73468	Police Uniform	216.32	0.00	
				340.86	73469	Police Uniform	340.86	0.00	
				340.86	73470	Police Uniform	340.86	0.00	
				395.49	73472	Police Uniform	395.49	0.00	
				671.89	73473	Police Uniform	671.89	0.00	
				2,317.19	73481	Police Uniform	2,317.19	0.00	
				281.87	73497	Police Uniform	281.87	0.00	
				189.00	73588	Police Uniform	189.00	0.00	
				146.40	73618	Police Uniform	146.40	0.00	
				146.40	73619	Police Uniform	146.40	0.00	
				146.40	73620	Police Uniform	146.40	0.00	
				127.82	73687	Police Uniform	127.82	0.00	
				344.14	73690	Police Uniform	344.14	0.00	
				360.53	73691	Police Uniform	360.53	0.00	
				183.54	73754	Police Uniform	183.54	0.00	
				63.37	73755	Police Uniform	63.37	0.00	
				108.16	73825	Police Uniform	108.16	0.00	
				128.92	73862	Police Uniform	128.92	0.00	
				64.46	73863	Police Uniform	64.46	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				64.46	73864	Police Uniform	64.46	0.00	
				386.75	73871	Police Uniform	386.75	0.00	
				693.74	73886	Police Uniform	693.74	0.00	
				238.17	73887	Police Uniform	238.17	0.00	
				1,553.54	73888	Police Uniform	1,553.54	0.00	
				381.28	73902	Police Uniform	381.28	0.00	
				150.77	73905	Police Uniform	150.77	0.00	
				64.46	73906	Police Uniform	64.46	0.00	
				108.16	73944	Police Uniforms	108.16	0.00	
				281.87	74047	Police Uniforms	281.87	0.00	
				1,077.21	74054	Police Uniforms	1,077.21	0.00	
				1,077.21	74085	Police Uniforms	1,077.21	0.00	
				1,077.21	74086	Police Uniforms	1,077.21	0.00	
				108.16	74090	Police Uniforms	108.16	0.00	
				64.46	74123	Police Uniforms	64.46	0.00	
				471.96	74124	Police Uniforms	471.96	0.00	
				148.58	74143	Police Uniforms	148.58	0.00	
				574.66	74340	Police Uniforms	574.66	0.00	
				64.46	74341	Police Uniforms	64.46	0.00	
				257.83	74364	Police Uniforms	257.83	0.00	
				73.20	74386	Police Uniforms	73.20	0.00	
				193.37	74388	Police Uniforms	193.37	0.00	
				441.37	74409	Police Uniforms	441.37	0.00	
				34.96	74442	Police Uniforms	34.96	0.00	
	XXXXX2783	06/17/2021	T-Mobile USA Inc	75.00	9448001042	Case CR21-634	75.00	0.00	\$75.00
	XXXXX2784	06/17/2021	Tripepi, Smith and Associates, Inc.	1,222.50	6358	Redistricting Svc 4/14-5/19/21	1,222.50	0.00	\$1,222.50
	XXXXX2785	06/17/2021	TRISTAR Risk Management	849.92	103287	May 2021 Claims Admin Fee	849.92	0.00	\$849.92
	XXXXX2786	06/17/2021	United Way Bay Area	149.15	PR202124	PR202124 Contributions	149.15	0.00	\$149.15
	XXXXX2787	06/17/2021	USA Bluebook	66.81	623831	Supplies	66.81	0.00	\$66.81

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXXX2788	06/17/2021	Verizon Wireless	16,693.69	9878033937	270963598-00005 Mar 21 - Apr 20 2021	16,693.69	0.00	\$16,744.73
				51.04	9881545458	642069813-00001 May 10 - Jun 09 2021	51.04	0.00	
	XXXXXX2789	06/17/2021	VWR International LLC	858.65	8804977131	Supplies	858.65	0.00	\$858.65
EFT	XXXXXX3178	06/17/2021	Dzanh K Le	17.00	EXP0000173 74312	Misc Reimbursement 061021	17.00	0.00	\$17.00
	XXXXXX3179	06/17/2021	Daniel L Moskowitz	264.14	EXP0000175 21319	Travel Orange 060821	264.14	0.00	\$264.14
	XXXXXX3180	06/17/2021	Daniel H Pistor	361.00	EXP0000174 38227	Travel San Diego 060621	361.00	0.00	\$361.00
	XXXXXX3181	06/17/2021	Robert A Mathers	220.00	EXP0000170 01221	Misc Boot Reimbursement 053021	220.00	0.00	\$220.00
	XXXXXX3182	06/17/2021	Jonathan D Washington	125.00	EXP0000161 88133	Reimbursement for Grade I Certification Fee	125.00	0.00	\$125.00
WIRE	XXXXXX3080	06/15/2021	California Dept of Tax & Fee Admin	15,123.04	18827805	April 30, 2021	15,123.04	0.00	\$15,123.04
Grand Total				13,096,920.07			13,097,027.32	107.25	\$13,096,920.07

City of Sunnyvale

LIST # 081

**List of All Claims and Bills Approved for Payment
For Payments Dated 06/20/2021 through 06/26/2021**

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	XXXXX2790	06/22/2021	Eileen Varner	6.00	523376	Partial Refund for Zumba.Changed Start Date.	6.00	0.00	\$6.00
	XXXXX2791	06/22/2021	Liliana Soto	80.00	21-146	Reimbursement to NOVA participant for required materials uniform and shoes (maximum total reimbursement allowance: \$80.00 = \$72.99 shoes + \$7.01 uniform) WIOA #5643621	80.00	0.00	\$80.00
	XXXXX2792	06/22/2021	Geraldine Beard	70.00	523627	Refund for Picnic Reservation	70.00	0.00	\$70.00
	XXXXX2793	06/22/2021	Taape Feleti	125.00	524147	Refund for Picnic Reservation	125.00	0.00	\$125.00
	XXXXX2794	06/22/2021	Acushnet Co	326.47	910776123	Supplies	326.47	0.00	\$4,354.42
				167.22	910776306	Supplies	167.22	0.00	
				97.29	911007376	Supplies	97.29	0.00	
				245.21	911104591	Supplies	245.21	0.00	
				71.20	911173469	Supplies	71.20	0.00	
				1,569.14	911232826	Supplies	1,569.14	0.00	
				1,877.89	911242675	Supplies	1,877.89	0.00	
	XXXXX2795	06/22/2021	Airgas USA LLC	578.62	9113901771		578.62	0.00	\$578.62

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX2797	06/22/2021	Amazon Capital Services Inc	77.38	14GF-4MGF-NHQV		77.38	0.00	\$4,081.20
				27.24	19RV-7HYP-NDFT		27.24	0.00	
				608.61	1CV6-6GKG-RP3M		608.61	0.00	
				81.02	1GKM-FCJ6-QQJY		81.02	0.00	
				5.44	1GT7-K7RP-C7D7		5.44	0.00	
				56.64	1J1R-6X7G-7RW3		56.64	0.00	
				64.23	1J1R-6X7G-V99M		64.23	0.00	
				54.73	1J7R-LT4T-M6VL		54.73	0.00	
				95.49	1JDX-37GY-9KCP		95.49	0.00	
				653.94	1JGJ-VXFD-6JPP		653.94	0.00	
				1,157.15	1JVW-GRD3-3TJ3		1,157.15	0.00	
				6.52	1JVW-GRD3-MVRC		6.52	0.00	
				214.24	1JVW-GRD3-NMQK		214.24	0.00	
				195.79	1KRR-GPDQ-WTX3		195.79	0.00	
				77.82	1MQM-GXQN-4H13		77.82	0.00	
				9.80	1NF6-DJVV-LYCG		9.80	0.00	
				96.10	1PKQ-HFL4-		96.10	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					H6PW				
				28.94	1QPF-1CTX-4XMK		28.94	0.00	
				106.80	1RPJ-6PYX-F3FC		106.80	0.00	
				19.60	1TF1-T116-DWFP		19.60	0.00	
				5.26	1TQ1-1HR9-6R4H		5.26	0.00	
				90.38	1VHC-DFN9-N4RR		90.38	0.00	
				190.53	1WMH-HTYY-VCJ4		190.53	0.00	
				149.75	1X6K-TYCQ-GWCH		149.75	0.00	
				7.80	1XQ7-KTC3-GWHN		7.80	0.00	
	XXXXX2798	06/22/2021	American Red Cross	120.00	22349586	Lifeguarding	120.00	0.00	\$520.00
				400.00	22351842	Lifeguarding	400.00	0.00	
	XXXXX2799	06/22/2021	Associated Infrastructure Mgmt Services	5,056.48	2021-008	Land Development Engineer Services	5,056.48	0.00	\$5,056.48
	XXXXX2800	06/22/2021	AT&T	307.76	000016149864	Department of Justice Contracts:	307.76	0.00	\$615.52
				307.76	000016290401	Dept. of Justice Contracts 03/10-04/09/21	307.76	0.00	
	XXXXX2801	06/22/2021	Baker & Taylor	1,893.10	5016943541		1,893.10	0.00	\$2,500.29
				483.47	5017024331		483.47	0.00	
				100.53	H55451070		100.53	0.00	
				23.19	H55481510		23.19	0.00	
	XXXXX2802	06/22/2021	Bay Area Air Quality Management District	1,694.00	350207	AB 617 Annual Renewal Fee	1,694.00	0.00	\$1,694.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX2803	06/22/2021	Bee Friendly Honey Bee Mgmt Solutions	500.00	6631	Water Meter box cut out	500.00	0.00	\$500.00
	XXXXX2804	06/22/2021	Bellecci & Assoc Inc	5,841.50	20002-K	Professional Services	5,841.50	0.00	\$5,841.50
	XXXXX2805	06/22/2021	Best Best & Krieger LLP	1,062.50	907535	Professional Services Rendered Through May 31, 2021:	1,062.50	0.00	\$1,062.50
	XXXXX2806	06/22/2021	Bound Tree Medical LLC	1,515.11	84094502	Gloves	1,515.11	0.00	\$1,515.11
	XXXXX2807	06/22/2021	Burke Williams & Sorensen LLP	1,277.50	269095	ADA Transition Plan Apr 2021	1,277.50	0.00	\$1,277.50
	XXXXX2808	06/22/2021	Cal-Vet Services Inc	1,529.00	12569	Equipment Rental	1,529.00	0.00	\$1,529.00
	XXXXX2809	06/22/2021	California Dept of Tax & Fee Admin	280.68	458821076	ID L0010476070 Interest and Penalty Fee	280.68	0.00	\$280.68
	XXXXX2810	06/22/2021	Caltest Analytical Laboratory	734.88	621985	Chemical Analysis	734.88	0.00	\$734.88
	XXXXX2811	06/22/2021	CDM Smith	243,536.28	90125008	WPCP Program Management Services 04/04-05/01/21	243,536.28	0.00	\$243,536.28
	XXXXX2812	06/22/2021	Central Labor Council Partnership	55,624.40	47	May 2021 Agmnt#001-201-18	55,624.40	0.00	\$55,624.40
	XXXXX2813	06/22/2021	Century Graphics	491.02	54821	Hats	491.02	0.00	\$1,650.22
				1,159.20	54822		1,159.20	0.00	
	XXXXX2814	06/22/2021	Chang Tai Do Karate & Fitness	3,912.04	CTD2021 MA	Teaching Karate AB3OKD.CA 7 CB, AB3OKE.CA-CD	3,912.04	0.00	\$3,912.04
	XXXXX2815	06/22/2021	CimexTek Inc	225.00	9558	Bed Bug inspection	225.00	0.00	\$225.00
	XXXXX2818	06/22/2021	Cintas Loc #38K	109.97	4059261536	Apply credit memo 9126746896 to this invoice.	109.97	0.00	\$4,837.29

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				109.97	4059927093	Apply credit memo 9126746896 to this invoice.	109.97	0.00	
				17.08	4083588320		17.08	0.00	
				17.08	4083588330		17.08	0.00	
				2.82	4083589770		2.82	0.00	
				320.05	4083589801		320.05	0.00	
				152.09	4083589808		152.09	0.00	
				36.47	4083589810		36.47	0.00	
				16.36	4083589818		16.36	0.00	
				20.01	4083589843		20.01	0.00	
				34.08	4083589844		34.08	0.00	
				86.05	4083589859		86.05	0.00	
				162.54	4083589870		162.54	0.00	
				174.64	4083589909		174.64	0.00	
				13.77	4083589930		13.77	0.00	
				100.14	4083589943		100.14	0.00	
				17.75	4083589969		17.75	0.00	
				16.88	4083932825		16.88	0.00	
				17.08	4084131830		17.08	0.00	
				17.08	4084131910		17.08	0.00	
				2.82	4084133478		2.82	0.00	
				16.36	4084133514		16.36	0.00	
				152.09	4084133533		152.09	0.00	
				100.14	4084133541		100.14	0.00	
				320.05	4084133550		320.05	0.00	
				162.54	4084133586		162.54	0.00	
				34.08	4084133587		34.08	0.00	
				20.01	4084133593		20.01	0.00	
				86.05	4084133628		86.05	0.00	
				174.64	4084133642		174.64	0.00	
				13.77	4084133697		13.77	0.00	
				17.75	4084133703		17.75	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				17.08	4084872031		17.08	0.00	
				17.08	4084872164		17.08	0.00	
				2.82	4084877567		2.82	0.00	
				152.09	4084877592		152.09	0.00	
				20.01	4084877630		20.01	0.00	
				36.47	4084877760		36.47	0.00	
				162.54	4084877782		162.54	0.00	
				320.05	4084877824		320.05	0.00	
				34.08	4084877849		34.08	0.00	
				100.14	4084877956		100.14	0.00	
				86.05	4084878009		86.05	0.00	
				174.64	4084878085		174.64	0.00	
				13.77	4084878191		13.77	0.00	
				17.75	4084878307		17.75	0.00	
				17.08	4085608633		17.08	0.00	
				17.08	4085608653		17.08	0.00	
				16.36	4085610020		16.36	0.00	
				152.09	4085610068		152.09	0.00	
				20.01	4085610091		20.01	0.00	
				2.82	4085610113		2.82	0.00	
				162.54	4085610115		162.54	0.00	
				320.05	4085610116		320.05	0.00	
				100.14	4085610148		100.14	0.00	
				86.05	4085610151		86.05	0.00	
				34.08	4085610168		34.08	0.00	
				180.69	4085610217		180.69	0.00	
				13.77	4085610256		13.77	0.00	
				17.75	4085610284		17.75	0.00	
	XXXXX2819	06/22/2021	City & County of San Francisco	6,910.00	SLIN3-003	May 2021 Agmt#001-1168-20	6,910.00	0.00	\$6,910.00
	XXXXX2820	06/22/2021	City of San Jose	327.49	0004-RPI3.0	May 2021 Agmnt#002-1168-20	327.49	0.00	\$327.49
	XXXXX2821	06/22/2021	Community Tech	2,400.00	1541	Remote Training	2,400.00	0.00	\$3,000.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Network	600.00	1557	Remote Training	600.00	0.00	
	XXXXX2822	06/22/2021	Concentra	725.00	71401706	Physical PrePlacement	725.00	0.00	\$3,266.50
				70.00	71482530	Basic pre-employment services	70.00	0.00	
				1,086.50	71482802	Physical PrePlacement	1,086.50	0.00	
				195.00	71544002	Physical PrePlacement 05/28-06/01/21	195.00	0.00	
				1,190.00	71547201	Physical PrePlacement 05/25-06/01/21	1,190.00	0.00	
	XXXXX2823	06/22/2021	Contractor Compliance & Monitoring Inc	1,046.25	14067	Labor Compliance Services Feb 2021	1,046.25	0.00	\$1,046.25
	XXXXX2824	06/22/2021	D-A Lubricant Company Inc	2,080.86	2021-84734-00	Blue Flame Gel Drum	2,080.86	0.00	\$2,808.97
				728.11	2021-85332-00	Gel Drum	728.11	0.00	
	XXXXX2825	06/22/2021	Dahlin Group	4,300.00	2102-022	Construction administration services through 02/28	4,300.00	0.00	\$11,412.50
				3,851.25	2103-039	Construction administration services through 03/31/21	3,851.25	0.00	
				3,261.25	2104-034	Construction administration services through 04/30	3,261.25	0.00	
	XXXXX2826	06/22/2021	Dukes Root Control	15,995.22	18535	Sewer Root Control	15,995.22	0.00	\$42,994.56

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Inc			Treatment			
				25,039.51	18681	Sewer Root Control Treatment	25,039.51	0.00	
				1,959.83	18797	Sewer Root Treatment	1,959.83	0.00	
	XXXXX2827	06/22/2021	Econolite Systems Inc	13,601.33	34210	Rolling Report - Maintenance April 2021	13,601.33	0.00	\$47,499.92
				14,605.11	34212	Rolling Report April-2021	14,605.11	0.00	
				12,195.68	34225	Maintenance April 2021	12,195.68	0.00	
				5,940.55	34252	Preventative Maintenance & Non Routine Repairs April 2021	5,940.55	0.00	
				1,157.25	34254	Annual Preventative Maintenance April 2021	1,157.25	0.00	
	XXXXX2828	06/22/2021	FedEx	9.61	7-341-93257	Shipping	9.61	0.00	\$45.81
				31.64	7-393-92642	Express Service	31.64	0.00	
				4.56	7-400-81276	Mail Ground	4.56	0.00	
	XXXXX2829	06/22/2021	Foster Bros Security Systems Inc	28.84	326481	Parts and supplies	28.84	0.00	\$28.84
	XXXXX2830	06/22/2021	Gardenland Power Equipment	939.41	858938	Parts and Labor	939.41	0.00	\$939.41
	XXXXX2831	06/22/2021	Gigantic Idea Studio Inc	5,653.75	INV-3556	FoodCycle Outreach 2020 campaign	5,653.75	0.00	\$18,571.41
				12,917.66	INV-3575	FoodCycle Outreach campaign 2020	12,917.66	0.00	
	XXXXX2832	06/22/2021	Goldfarb & Lipman	1,408.00	140604	Legal fees through 05/31/21	1,408.00	0.00	\$5,200.00
				3,696.00	140605	Legal Fees through	3,696.00	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						05/31/21			
				96.00	140606	Fees through 05/31/21	96.00	0.00	
	XXXXX2833	06/22/2021	Grainger	1,611.18	9932927750	Parts and Supplies	1,611.18	0.00	\$2,162.34
				551.16	9936528133	Supplies	551.16	0.00	
	XXXXX2834	06/22/2021	Ground Zero Analysis Inc	1,452.50	28327	REVIEW GROUNDWATER SAMPLING REPORT	1,452.50	0.00	\$1,452.50
	XXXXX2835	06/22/2021	Hach Co Inc	364.25	12488141	Chemicals	364.25	0.00	\$364.25
	XXXXX2836	06/22/2021	IDEXX Distribution Inc	724.66	3085876054	Supplies	724.66	0.00	\$724.66
	XXXXX2837	06/22/2021	International Contact Inc	107.56	I-05235	English/Spanish Translation	107.56	0.00	\$107.56
	XXXXX2838	06/22/2021	Jakes of Sunnyvale	723.65	51721	Food for officers working on CR21-3762	723.65	0.00	\$723.65
	XXXXX2839	06/22/2021	Karen L Pike	4,250.00	KLP900-003		4,250.00	0.00	\$4,250.00
	XXXXX2840	06/22/2021	Keenan & Associates	12,888.50	258762	Hazardous Waste Mgmt Fees Jan-Mar 2021	12,888.50	0.00	\$12,888.50
	XXXXX2841	06/22/2021	Keller Supply Company	2,501.41	S015577003.001	Swimming pool supplies	2,501.41	0.00	\$4,639.19
				275.41	S015579271.002	Swimming pool supplies	275.41	0.00	
				1,700.74	S015580928.002	Swimming pool supplies	1,700.74	0.00	
				161.63	S015599158.001	Swimming pool supplies	161.63	0.00	
	XXXXX2842	06/22/2021	Kimley Horn & Assoc Inc	15,418.36	097318026-0421	EL CAMINO TS FEASIBILITY Svc Thru 4/30/21	15,418.36	0.00	\$37,039.01

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				9,372.16	18751085	18/19 & 19/20 TFCA TIMING Svc Thru 4/30/21	9,372.16	0.00	
				12,248.49	18863127	DILEMMA ZONE II Thru 4/30/21	12,248.49	0.00	
	XXXXX2843	06/22/2021	KMVT Community Television	5,833.34	7603	Govt/Community Access TV Dec 2020	5,833.34	0.00	\$17,500.02
				5,833.34	7607	Govt/Community Access TV Jan 2021	5,833.34	0.00	
				5,833.34	7614	Govt/Community Access TV Feb 2021	5,833.34	0.00	
	XXXXX2844	06/22/2021	L N Curtis & Sons Inc	2,824.46	INV491643	Supplies	2,824.46	0.00	\$3,329.44
				504.98	INV491981	Supplies	504.98	0.00	
	XXXXX2845	06/22/2021	Lakewood Village Neighborhood Assn	602.74	FY20-21NBRGGRA NTLVNA	FY20-21 Neighborhood Grant	602.74	0.00	\$602.74
	XXXXX2846	06/22/2021	LCPtracker Inc	375.00	IR-16243	HHS Improvements Wage Data Entry	375.00	0.00	\$375.00
	XXXXX2847	06/22/2021	League of California Cities	35,444.00	640938	Membership due calendar year 2021	35,444.00	0.00	\$35,444.00
	XXXXX2848	06/22/2021	Liebert Cassidy Whitmore	104.00	1522354	Svc Thru 5/31/2021	104.00	0.00	\$752.00
				648.00	1522355	Svc Thru 5/31/2021	648.00	0.00	
	XXXXX2849	06/22/2021	LTI Electric Inc	7,555.00	4473	Raynor Park Svc	7,555.00	0.00	\$16,424.00
				8,869.00	4474	De Anza Park Svc	8,869.00	0.00	
	XXXXX2850	06/22/2021	Mallory Safety & Supply LLC	1,428.99	5106785	Stores Supplies	1,428.99	0.00	\$2,381.66
				952.67	5111838	Stores Supplies	952.67	0.00	
	XXXXX2851	06/22/2021	McMaster Carr Supply Co	41.50	59780994	Supplies	41.50	0.00	\$41.50
	XXXXX2852	06/22/2021	MNS Engineers	9,657.50	77913	Sanitary Sewer Main Replacement Design Apr 2021	9,657.50	0.00	\$9,657.50
	XXXXX2853	06/22/2021	NI Government Services Inc	78.77	21052908851	Traffic Period May 1 - 31 2021	78.77	0.00	\$78.77

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	XXXXX2854	06/22/2021	Office Depot Inc	341.31	151171577001	Julie Callaghan 1/29/2021	341.31	0.00	\$1,585.39
				147.59	178506772001	Katrina Holden 6/11/2021	147.59	0.00	
				1,046.37	178710151001	Julie Callaghan 6/18/2021	1,046.37	0.00	
				50.12	178727469001	Julie Callaghan 6/15/2021	50.12	0.00	
	XXXXX2855	06/22/2021	Orlandi Trailer Inc	22.99	197468	Supplies	22.99	0.00	\$22.99
	XXXXX2856	06/22/2021	P&R Paper Supply Co Inc	591.36	30379091-00	Stores Supplies	591.36	0.00	\$591.36
	XXXXX2857	06/22/2021	Pacific Gas & Electric Co	2,259.39	0522589865-8 0521	Tennis Center	2,259.39	0.00	\$5,510.79
				3,160.07	4314259418-3 0521	Swimming Pools	3,160.07	0.00	
				91.33	9732283098-1 0521	Landfill & Recycle Center	91.33	0.00	
	XXXXX2858	06/22/2021	Pine Cone Lumber Co Inc	248.59	102885	Supplies	248.59	0.00	\$1,290.57
				506.36	103761	Building materials and supplies	506.36	0.00	
				535.62	103872	Building materials and supplies	535.62	0.00	
	XXXXX2859	06/22/2021	Planet Futsal	1,470.00	FK2021MA	AB3OSA .CC-CD 3/15-5/10/21	1,470.00	0.00	\$1,470.00
	XXXXX2860	06/22/2021	Portnov Computer School	595.00	05-01-21	19-07-1170-13 Hanna Mazur	595.00	0.00	\$595.00
	XXXXX2861	06/22/2021	Priority 1 Public Safety Equipment	600.00	8242	DPS Equipment Services	600.00	0.00	\$11,603.53
				600.00	8246		600.00	0.00	
				7,002.29	8256	Public Safety Equipment Svc	7,002.29	0.00	
				3,401.24	8267	Public Safety	3,401.24	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						Equipment Svc			
	XXXXX2862	06/22/2021	R & B Co	629.48	P008060	Stores Supplies	629.48	0.00	\$629.48
	XXXXX2863	06/22/2021	RAFT Resource Area for Teachers	100.00	Rart 6-1	4/2-5/5/21 Membership	100.00	0.00	\$100.00
	XXXXX2864	06/22/2021	ReCollect Systems Inc	11,763.00	20845	Collection Calendar May 5, 2021 - May 4, 2022	11,763.00	0.00	\$14,829.00
				3,066.00	20846	Special Collection May 5, 2021 - May 4, 2022	3,066.00	0.00	
	XXXXX2865	06/22/2021	Reed & Graham Inc	1,768.80	001345	Asphalt \$84.44 Discount By 6/19/21	1,768.80	0.00	\$1,768.80
	XXXXX2866	06/22/2021	Richards Watson & Gershon	2,412.00	231865	Housing Application 1202 Kifer Rd	2,412.00	0.00	\$6,968.00
				1,273.00	232222	Svc through May 31 2021	1,273.00	0.00	
				1,775.50	232223	Svc through May 31 2021	1,775.50	0.00	
				1,507.50	232224	Svc through May 31 2021	1,507.50	0.00	
	XXXXX2867	06/22/2021	Safety Kleen Systems Inc	1,024.98	85711619	Equipment Service	1,024.98	0.00	\$1,224.98
				200.00	85979690	Equipment Service	200.00	0.00	
	XXXXX2868	06/22/2021	SFO Reprographics	206.01	70530	PVC DIRECT PRINTING - WEAR A MASK	206.01	0.00	\$477.33
				206.01	70561	Printing Svc	206.01	0.00	
				65.31	70570	Print Job	65.31	0.00	
	XXXXX2869	06/22/2021	Shums Coda Assoc	16,437.50	6402	Plan Review Services May 2021	16,437.50	0.00	\$23,107.50
				6,670.00	6403	Inspection Services May 2021	6,670.00	0.00	
	XXXXX2870	06/22/2021	Siegfried Engineering	21,115.83	41952	Lawrence Stn	21,115.83	0.00	\$21,115.83

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Inc			Sidewalk & Bike Facilities Thru 5/31/21			
	XXXXX2871	06/22/2021	California Newspapers Partnership	595.00	0006572239	Advertising	595.00	0.00	\$1,284.00
				390.00	0006576184	Advertising	390.00	0.00	
				193.00	0006577775	Advertising	193.00	0.00	
				106.00	0006578586	Advertising	106.00	0.00	
	XXXXX2872	06/22/2021	Silicon Valley Ergonomics LLC	450.00	SVL1016	6/7&11/21 Ergonomic Consultation	450.00	0.00	\$450.00
	XXXXX2873	06/22/2021	Silver & Wright LLP	23.50	27848	Legal Svc 4/26/21	23.50	0.00	\$703.00
				679.50	27964	Legal Svc 5/5-13/2021	679.50	0.00	
	XXXXX2874	06/22/2021	Sportzania Inc dba Skyhawks Sports	5,347.01	SKY2021 MJ	EB3ODC.DA/EA/EB, EB3OZB/DA 5/11-6/13/21	5,347.01	0.00	\$5,347.01
	XXXXX2875	06/22/2021	Srixon Golf	321.19	6423069 SO	Supplies	321.19	0.00	\$321.19
	XXXXX2876	06/22/2021	Staples Inc	10.16	3479599913	Summary Bill 8062586097 Thao Nguyen 6/1/2021	10.16	0.00	\$1,199.82
				902.03	3479599915	Summary Bill 8062586097 Thao Nguyen 6/2/2021	902.03	0.00	
				20.36	3479599916	Summary Bill 8062586097 Leonard Dunn 6/4/2021	20.36	0.00	
				181.17	3479599917	Summary Bill 8062586097 Katy Warren 6/4/2021	181.17	0.00	
				86.10	3479599918	Summary Bill 8062586097 Edith Alanis 6/9/2021	86.10	0.00	
	XXXXX2877	06/22/2021	Summit Uniforms	387.84	73907	Police Uniform	387.84	0.00	\$387.84

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX2878	06/22/2021	Sustainable Turf Science Inc	1,425.00	5746	Soil Test	1,425.00	0.00	\$2,175.00
				750.00	5747	Soil Test	750.00	0.00	
	XXXXX2879	06/22/2021	TaylorMade Golf Co	1,380.30	35084576	Golf Resale Merchandise \$27.53 Discount By 8/1/21	1,407.83	27.53	\$3,432.66
				825.63	35084822	Golf Resale Merchandise \$16.61 Discount By 7/2/21	842.24	16.61	
				831.22	35084857	Golf Resale Merchandise \$16.72 Discount By 7/2/21	847.94	16.72	
				395.51	35095541	Golf Resale Merchandise \$7.83 Discount By 7/7/2021	403.34	7.83	
	XXXXX2880	06/22/2021	The Consulting Team LLC	2,400.00	1167	Training: Better Business Writing 1 & 2	2,400.00	0.00	\$2,400.00
	XXXXX2881	06/22/2021	Thomas Plumbing Inc	1,967.00	5478	wash Fountain Repair	1,967.00	0.00	\$1,967.00
	XXXXX2882	06/22/2021	TJKM	33,015.32	0051091	Traffic Signal Upgrades May 2021	33,015.32	0.00	\$39,601.32
				6,586.00	0051106	DESIGN & CONSTRUCTION ON-CALL SVC May 2021	6,586.00	0.00	
	XXXXX2883	06/22/2021	Turf & Industrial Equipment Co	8.18	IV39265	Equipment	8.18	0.00	\$8.18
	XXXXX2884	06/22/2021	Turf Star Inc	175.70	7173812-01	Supplies	175.70	0.00	\$819.46
				643.76	7175739-00	Supplies	643.76	0.00	
	XXXXX2885	06/22/2021	United Parcel Service	370.16	00009666082 31	Shipper No 966608 May 2021	370.16	0.00	\$370.16
	XXXXX2886	06/22/2021	W A Krauss & Co Inc	167.75	202106	Management Fee	167.75	0.00	\$167.75

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX2887	06/22/2021	W G Fritz Construction Inc	2,857.00	4407	Corp Yard Work Order	2,857.00	0.00	\$2,857.00
	XXXXX2888	06/22/2021	West Valley Staffing Group	1,578.96	296034	Margaret Netto W/E 5/23/21	1,578.96	0.00	\$4,736.88
				1,578.96	296434	Margaret Netto W/E 5/30/21	1,578.96	0.00	
				1,578.96	296827	Margaret Netto W/E 6/11/2021	1,578.96	0.00	
	XXXXX2889	06/22/2021	WHCI Plumbing Supply	278.80	S2634647.00 1	Supplies	278.80	0.00	\$278.80
	XXXXX2890	06/22/2021	Debra A Chromczak	1,662.50	86	Burrowing Owl Habitat Monitoring Jan 2021	1,662.50	0.00	\$1,662.50
	XXXXX2891	06/22/2021	Golden State Emergency Vehicle Service Inc	929.26	CI025305	Parts for 6WO68	929.26	0.00	\$929.26
	XXXXX2892	06/22/2021	WEX Health Inc	1,360.50	0001298064-IN	Cobra/Commuter/FS A Jan 2021	1,360.50	0.00	\$2,948.75
				1,588.25	0001355740-IN	May 2021 Fees	1,588.25	0.00	
	XXXXX2893	06/22/2021	Robert Bell	1,425.00	21001	Ag#001-915722-21 May 2021	1,425.00	0.00	\$1,425.00
	XXXXX2894	06/22/2021	DISA Global Solutions, Inc	6,138.00	455223	Annual Renewal Fee for FMCSA Consortium Membership Jan-Dec 2021	6,138.00	0.00	\$6,138.00
	XXXXX2895	06/22/2021	SunnyArts Neighborhood Assn	1,500.00	20-21NBRGRANT	FY20-21 Neighborhood Grant	1,500.00	0.00	\$1,500.00
	XXXXX2896	06/22/2021	State Water Resources Control Board	105.00	D5-17611-21	M Nasser Op#17611 D5 Cert	105.00	0.00	\$105.00
	XXXXX2897	06/24/2021	Stearns, Conrad and	1,851.50	0407793	LF Technical Report	1,851.50	0.00	\$1,851.50

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Schmidt Consulting Engineers Inc			May 2021 Svc			
	XXXXX2898	06/24/2021	Able Septic Tank Service	9,774.39	TM-20-0506	EMERGENCY REPAIR	9,774.39	0.00	\$9,774.39
	XXXXX2899	06/24/2021	Academy of Truck Driving Inc	490.00	2013	Training Invoice for #19-03-1194-06 WIOA#5643102	490.00	0.00	\$490.00
	XXXXX2900	06/24/2021	Airgas USA LLC	578.62	9112911271	ARGON IND LIQ	578.62	0.00	\$683.69
				105.07	9113847890	Acetylene	105.07	0.00	
	XXXXX2902	06/24/2021	Amazon Capital Services Inc	48.36	1199-XJD6-YRJQ		48.36	0.00	\$5,864.17
				19.60	11QX-JMRV-J7JR		19.60	0.00	
				23.96	11YX-Q1X3-RQLG		23.96	0.00	
				81.60	13NY-Q3K7-1D1Q		81.60	0.00	
				42.49	14VM-6H4T-PGJF		42.49	0.00	
				605.72	16FL-R9XV-QQPP		605.72	0.00	
				91.56	16G9-XPMK-R7NP		91.56	0.00	
				75.60	16HV-13KW-41X9		75.60	0.00	
				94.78	1749-XJRL-WCKY		94.78	0.00	
				668.69	174X-9GHP-GHFN		668.69	0.00	
				424.01	17DR-DRDV-WNPY		424.01	0.00	
				18.51	17KY-KLCK-HMRD		18.51	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				35.94	1977-3GKX-LY4N		35.94	0.00	
				8.71	19TF-RDYJ-Y61K		8.71	0.00	
				863.32	1CV6-6GKG-NL13		863.32	0.00	
				19.60	1FWT-7PM1-33HX		19.60	0.00	
				1,132.75	1HDN-R9WR-13X7		1,132.75	0.00	
				49.36	1HN4-NVGT-73L3		49.36	0.00	
				359.60	1J7R-LT4T-PRKH		359.60	0.00	
				305.34	1JRJ-D6CV-MMC9		305.34	0.00	
				671.82	1JYR-H7JG-9N4F		671.82	0.00	
				19.46	1NCJ-166R-VKMW		19.46	0.00	
				67.72	1PWY-F34G-JYFT		67.72	0.00	
				81.74	1Q7Q-JH7F-RLCP		81.74	0.00	
				53.93	1XRM-JWC3-CGQD		53.93	0.00	
	XXXXX2903	06/24/2021	Aptim Environmental & Infrastructure Inc	6,485.69	524325	2021 Annual GW sampling services	6,485.69	0.00	\$6,485.69
	XXXXX2904	06/24/2021	Ascent Environmental	6,832.00	20200231.01-1	4/11/21 - Sent to Bonnie	6,832.00	0.00	\$10,382.00
				2,149.00	20200231.01-2	4/11/21 - Sent to Bonnie	2,149.00	0.00	
				1,401.00	20200231.01-	4/20/21 - Sent to	1,401.00	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX2907	06/24/2021	Baker & Taylor		3	Bonnie for Receiving March 2021			\$5,983.12
				102.50	2035873704		102.50	0.00	
				174.34	2035904386		174.34	0.00	
				-5.45	3196104	Processing error. Property labels not applied.	-5.45	0.00	
				-13.35	3214839	inv 5016178380. wrong placement of labels	-13.35	0.00	
				-82.14	3219177	inv. 5016159919. Defective book.	-82.14	0.00	
				-39.24	3219178	inv 415168082020V. Wrong placement of labels	-39.24	0.00	
				-43.60	3222376	Inv 415168092020V. Cataloging error.	-43.60	0.00	
				-3.81	3225316	inv 41516811/2020V. Vendor overcharged processing	-3.81	0.00	
				-10.84	3227658	inv 415168122020V. Book covers not laminated.	-10.84	0.00	
				-14.72	3228707	inv 415168012021V. Unreadable RFID tags.	-14.72	0.00	
				-26.03	3228856	inv. 415168012021V. Missing laminates.	-26.03	0.00	
				-2.92	3228857	Inv. 415168012021V. Missing Mylar and laminate.	-2.92	0.00	
				-104.64	3230659	inv 415168012021V. Credit for unprogrammed tags	-104.64	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				-8.34	3232010	inv. 415168032021V. RFID not correct	-8.34	0.00	
				-327.00	3232945	credit for RFID/PROC/Cat ERROS	-327.00	0.00	
				-12.48	3233073	inv. 415168032021V. Laminating errors	-12.48	0.00	
				-30.76	3233143	Delivered with wrong disc inside. Inv 2035762308	-30.76	0.00	
				-0.50	3234006	inv. 415168042021V. RFID not affixed.	-0.50	0.00	
				-10.91	3235116	Defective barcodes	-10.91	0.00	
				-11.58	3236138	inv. 5016571765.Book returned.	-11.58	0.00	
				90.12	5016945259		90.12	0.00	
				251.37	5016945287		251.37	0.00	
				37.88	5016981385		37.88	0.00	
				14.05	5016981387		14.05	0.00	
				20.18	5016984838		20.18	0.00	
				48.00	5016984840		48.00	0.00	
				104.09	5016984842		104.09	0.00	
				20.45	5016984844		20.45	0.00	
				24.35	5016984846		24.35	0.00	
				2,510.51	5016984848		2,510.51	0.00	
				25.36	5016997936		25.36	0.00	
				10.36	5016997938		10.36	0.00	
				63.39	5016997940		63.39	0.00	
				96.58	5016997942		96.58	0.00	
				98.63	5016997944		98.63	0.00	
				2,058.63	5016997946		2,058.63	0.00	
				69.11	5016997948		69.11	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				10.86	5016998585		10.86	0.00	
				64.90	5016998587		64.90	0.00	
				21.57	5016998620		21.57	0.00	
				738.47	5016998622		738.47	0.00	
				43.81	5017027345		43.81	0.00	
				-65.16	COA1029083 16		-65.16	0.00	
				146.13	H55435180		146.13	0.00	
				38.67	H55481520		38.67	0.00	
				61.89	H55481570		61.89	0.00	
				26.29	H55498480		26.29	0.00	
				168.42	H55523230		168.42	0.00	
				98.25	H55552560		98.25	0.00	
				156.94	H55579360		156.94	0.00	
				-130.80	H639971CM	inv. 415168092020V. Vendor processing error.	-130.80	0.00	
				-327.00	H646414CM	Credit for various A/V processing errors	-327.00	0.00	
				-141.71	H646512CM	inv. 043021SVAVP. Credit for blank call numbers	-141.71	0.00	
	XXXXX2908	06/24/2021	Banner Bank	29,180.84	WSHNGTNP OOL#17	PR-15-02	29,180.84	0.00	\$29,180.84
	XXXXX2909	06/24/2021	Bay Counties SMaRT	40,120.06	032017	Recycling Jan 2021	40,120.06	0.00	\$40,120.06
	XXXXX2910	06/24/2021	Belkorp AG LLC	1,167.94	723347	Parts	1,167.94	0.00	\$2,089.06
				763.24	726926	Parts	763.24	0.00	
				157.88	728136	Parts	157.88	0.00	
	XXXXX2911	06/24/2021	Biggs Cardosa Assoc Inc	2,200.00	81651	Professional Services for the Period: May 1- 31, 2021	2,200.00	0.00	\$2,200.00
	XXXXX2912	06/24/2021	Bound Tree Medical	117.12	83994805	Supplies	117.12	0.00	\$2,536.45

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			LLC	24.95	84012910	Supplies	24.95	0.00	
				117.12	84014536	Supplies	117.12	0.00	
				529.61	84029211	Supplies	529.61	0.00	
				188.72	84040563	Supplies	188.72	0.00	
				346.85	84042191	Supplies	346.85	0.00	
				1,212.08	84094501	Gloves	1,212.08	0.00	
	XXXXX2913	06/24/2021	Burke Williams & Sorensen LLP	7,352.00	267520	PROFESSIONAL SERVICES RENDERED THROUGH March 31, 2021	7,352.00	0.00	\$7,352.00
	XXXXX2914	06/24/2021	C Overaa & Co	3,020.00	210171	Payment for PGF gas header vent pipe repair.	3,020.00	0.00	\$25,519.00
				22,499.00	210172	Payment for pond effluent pipe repair	22,499.00	0.00	
	XXXXX2915	06/24/2021	Caltest Analytical Laboratory	367.44	621420	Chemical Analysis	367.44	0.00	\$367.44
	XXXXX2916	06/24/2021	Canon Financial Services Inc	9,299.12	26905394	Copier Maintenance Contract	9,299.12	0.00	\$9,299.12
	XXXXX2917	06/24/2021	Center for Employment Opportunities	5,781.59	12-DS	March 2021 Agrmt#004-2287-20	5,781.59	0.00	\$5,781.59
	XXXXX2918	06/24/2021	Central Medical Laboratory Inc	800.00	18385	Tests	800.00	0.00	\$2,820.00
				1,040.00	18407	Lab tests	1,040.00	0.00	
				900.00	18429	Lab Test	900.00	0.00	
				80.00	18439	Lab Test	80.00	0.00	
	XXXXX2919	06/24/2021	Cherryhill Neighborhood Assn	974.91	97491	Neighborhood Grant approved by City Council reimbursement	974.91	0.00	\$974.91
	XXXXX2920	06/24/2021	Cintas Loc #38K	9.93	4083589954	Uniforms	9.93	0.00	\$39.72
				9.93	4084133695	Uniforms	9.93	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				9.93	4084878010	Uniforms	9.93	0.00	
				9.93	4085610224	Uniforms	9.93	0.00	
	XXXXX2921	06/24/2021	Cooke & Associates	2,240.00	192597	Legal	2,240.00	0.00	\$12,419.19
				2,240.00	192602	Legal	2,240.00	0.00	
				315.00	192606	Notary/Background	315.00	0.00	
				2,458.24	192607	Notary, Polygraph, Background	2,458.24	0.00	
				2,246.00	192610	Background and Polygraph	2,246.00	0.00	
				2,289.95	192611	Notary, Polygraph and Background	2,289.95	0.00	
				315.00	192613	Notary/Background	315.00	0.00	
				315.00	192616	Notary	315.00	0.00	
				8,170.00	374336	SCADA software support	8,170.00	0.00	
	XXXXX2922	06/24/2021	Wonderware California	8,170.00	374336	SCADA software support	8,170.00	0.00	\$8,170.00
	XXXXX2923	06/24/2021	Econolite Systems Inc	25,195.39	33778	Per City Request Rolling Report February-2021	25,195.39	0.00	\$36,018.05
				10,822.66	33781	Mark Outs Maintenance Contract February-2021	10,822.66	0.00	
	XXXXX2924	06/24/2021	FleetPride Inc	326.09	74783015	Parts	326.09	0.00	\$605.77
				32.47	75076308	Parts	32.47	0.00	
				75.31	75530236	Parts	75.31	0.00	
				171.90	75530349	Parts	171.90	0.00	
	XXXXX2925	06/24/2021	Foothill-De Anza Foundation	3,000.00	FY21-04b	Online Parents education classes for Bishop Elementary families	3,000.00	0.00	\$3,000.00
	XXXXX2926	06/24/2021	Gardenland Power Equipment	204.83	853874	Parts and Labor	204.83	0.00	\$524.25
				82.76	854679	Parts	82.76	0.00	
				4.15	854680	Parts	4.15	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				232.51	860411	Parts and labor	232.51	0.00	
	XXXXX2927	06/24/2021	Ghirardelli Associates Inc	96,028.34	19110-13	Professional fees 04/01-04/30/21	96,028.34	0.00	\$96,028.34
	XXXXX2928	06/24/2021	Glenmount Global Solutions LLC	10,351.25	ENS00430EV001	Remote Support for SCADA System	10,351.25	0.00	\$10,351.25
	XXXXX2929	06/24/2021	Golden Gate Truck Center	94.61	FA00S062729:01	Parts	94.61	0.00	\$94.61
	XXXXX2930	06/24/2021	Grainger	460.96	9935109349	Supplies	460.96	0.00	\$460.96
	XXXXX2931	06/24/2021	Hagensen Pacific Construction Inc	554,436.02	WSHNGTNP OOL#17	PR-15-02	554,436.02	0.00	\$554,436.02
	XXXXX2932	06/24/2021	HDR Engineering Inc	20,797.56	1200319981	Professional Services 11/22-12/26/20	20,797.56	0.00	\$27,765.39
				2,868.33	1200325605	Professional services from 12/27/20-01/30/21	2,868.33	0.00	
				4,099.50	1200355322	Professional Services 04/25-05/22/21	4,099.50	0.00	
	XXXXX2933	06/24/2021	Iconix Waterworks	155.66	U2116026813	Green PVC Pipe	155.66	0.00	\$155.66
	XXXXX2934	06/24/2021	Intex Auto Parts	17.82	2-12984-8	Parts	17.82	0.00	\$4,364.27
				156.94	2-14130-13	Parts	156.94	0.00	
				121.47	2-14139-10	Parts	121.47	0.00	
				758.67	2-14518-14	Parts	758.67	0.00	
				625.57	2-14977-9	Parts	625.57	0.00	
				14.17	2-15243-12	Parts	14.17	0.00	
				44.60	2-17043-11	Parts	44.60	0.00	
				87.96	2-18118-11	Parts	87.96	0.00	
				10.90	2-18680-13	Parts	10.90	0.00	
				56.67	2-18699-12	Parts	56.67	0.00	
				78.43	2-19188-13	Parts	78.43	0.00	
				17.55	2-21312-11	Parts	17.55	0.00	
				30.68	2-21776-10	Parts	30.68	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				660.29	2-22193-6	Parts	660.29	0.00	
				391.42	2-68024-14	Parts	391.42	0.00	
				1,291.13	2-83865-13	Auto Parts	1,291.13	0.00	
	XXXXX2935	06/24/2021	Joint Venture Silicon Valley	5,700.00	736COSsunnyvale	21-22 Costar real estate online service	5,700.00	0.00	\$5,700.00
	XXXXX2936	06/24/2021	Kelly Paper Co	284.98	10609750	Supplies	284.98	0.00	\$519.64
				234.66	10609788	Supplies	234.66	0.00	
	XXXXX2937	06/24/2021	KME Fire Apparatus	463.89	ca 555368	Motor 12 volt Plate Pantographic	463.89	0.00	\$819.24
				71.90	ca 555503	Supplies	71.90	0.00	
				233.78	ca 555601	Gauge Transmission Temp	233.78	0.00	
				49.67	ca 555744	SW AJAR E-ONE	49.67	0.00	
	XXXXX2938	06/24/2021	Konecranes Inc	4,264.20	154439421	Crane I Service	4,264.20	0.00	\$4,264.20
	XXXXX2939	06/24/2021	L N Curtis & Sons Inc	1,831.20	INV497652	Stores Supplies	1,831.20	0.00	\$1,831.20
	XXXXX2940	06/24/2021	Management Partners Inc	37.50	INV09486	Purchasing Consulting Services	37.50	0.00	\$37.50
	XXXXX2941	06/24/2021	McNabb Construction Inc	3,521.00	WPCP-28	Mtnce Of Vegetation From Oxidation Pond Return Channel	3,521.00	0.00	\$3,521.00
	XXXXX2942	06/24/2021	Nixon Egli Equipment Co Inc	3,071.74	C44687	Parts	3,071.74	0.00	\$3,666.90
				595.16	C44804	Parts	595.16	0.00	
	XXXXX2943	06/24/2021	Occupational Training Institute	894.00	WIA-1511	Lam, Maritza 19-05-1170-06	894.00	0.00	\$894.00
	XXXXX2944	06/24/2021	Office Depot Inc	14.72	161109660001	Walt Lee 3/8/21 Return Order 180577143001 Applied	14.72	0.00	\$242.60
				47.95	176060055001	Rene Huerta 6/8/2021	47.95	0.00	
				30.51	17795577400	Julie Callaghan	30.51	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					1	6/18/2021			
				39.23	178874564001	Aaron Migliaccio 6/18/2021	39.23	0.00	
				110.19	179569311001	Linda Lovett 6/17/2021	110.19	0.00	
	XXXXX2945	06/24/2021	OverDrive Inc	4,265.68	00910CO21229806	Library Materials	4,265.68	0.00	\$6,771.97
				229.30	00910CO21264423	Library Materials	229.30	0.00	
				242.92	00910DA21134211	Library Materials	242.92	0.00	
				27.95	00910DA21209789	Library Materials	27.95	0.00	
				130.00	00910DA21211601	Library Materials	130.00	0.00	
				491.89	00910DA21222450	Library Materials	491.89	0.00	
				18.65	00910DA21226979	Library Materials	18.65	0.00	
				211.46	00910DA21230574	Library Materials	211.46	0.00	
				21.99	00910DA21232581	Library Materials	21.99	0.00	
				594.38	00910DA21237833	Library Materials	594.38	0.00	
				250.47	00910DA21247763	Library Materials	250.47	0.00	
				252.28	00910DA21255725	Library Materials	252.28	0.00	
				35.00	00910DA21262945	Library Materials	35.00	0.00	
	XXXXX2946	06/24/2021	P&R Paper Supply Co Inc	178.55	30378128-01	Stores Supplies	178.55	0.00	\$178.55

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXXX2947	06/24/2021	Pacific Gas & Electric Co	548.87	0607513452-5 0521	Traffic Signals	548.87	0.00	\$8,530.88
				7,982.01	9147590356-2 0521	Golf Courses	7,982.01	0.00	
	XXXXXX2948	06/24/2021	Pan Asian Publications Inc	2,259.55	U-16824	Library Chinese Materials	2,259.55	0.00	\$4,607.30
				2,347.75	U-16826	Library Chinese Materials	2,347.75	0.00	
	XXXXXX2949	06/24/2021	Polydyne Inc	54,216.40	1546802	CLARIFLOC WE-717	54,216.40	0.00	\$107,528.40
				53,312.00	1550091	CLARIFLOC WE-717	53,312.00	0.00	
	XXXXXX2950	06/24/2021	Priority 1 Public Safety Equipment	600.00	8279	Public Safety Equipment Labor	600.00	0.00	\$5,496.68
				4,896.68	8283	Safety Equipment Parts & Labor	4,896.68	0.00	
	XXXXXX2951	06/24/2021	Pro-Sweep Inc	856.96	293144	May 2021 Svc	856.96	0.00	\$1,392.56
				535.60	293145	May 2021 Svc	535.60	0.00	
	XXXXXX2952	06/24/2021	PTV America Inc	4,897.50	10710674	Vision Traffic Suite Software 2/1/21-1/31/22	4,897.50	0.00	\$4,897.50
	XXXXXX2953	06/24/2021	R & B Co	6,468.07	O157963	Parts	6,468.07	0.00	\$11,129.76
				4,308.97	O257569	Parts	4,308.97	0.00	
				27.14	O315684	Parts	27.14	0.00	
				325.58	O316750	Parts	325.58	0.00	
	XXXXXX2954	06/24/2021	RDO Equipment Co	86.43	P0572274	Parts	86.43	0.00	\$315.95
				229.52	P0594074	Parts	229.52	0.00	
	XXXXXX2955	06/24/2021	Robin Pickel	679.25	RP20201MJ	ED5JPM ED5JYQ 5/1-6/26/2021	679.25	0.00	\$679.25
	XXXXXX2956	06/24/2021	Royal Brass Inc	23.10	956495-001	Supplies	23.10	0.00	\$1,222.20
				872.21	956932-001	Supplies	872.21	0.00	
				64.13	956967-00 1	Supplies	64.13	0.00	
				15.36	956967-002	Supplies	15.36	0.00	
				178.62	957339-001	Supplies	178.62	0.00	
				68.78	957406-001	Supplies	68.78	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX2957	06/24/2021	Santa Clara Adult Education	359.10	13490	19-08-201-12 Gallegos, Jasmin	359.10	0.00	\$359.10
	XXXXX2958	06/24/2021	Shred-It USA LLC	71.37	8182032115		71.37	0.00	\$183.02
				111.65	8182116810	13177717 5/24/2021 Svc	111.65	0.00	
	XXXXX2959	06/24/2021	Smart & Final Inc	37.12	049633-060421	6/4/2021 Purchase	37.12	0.00	\$381.85
				130.68	760155-052721	5/27/2021 Purchase	130.68	0.00	
				57.06	886455-060221	6/2/2021 Purchase	57.06	0.00	
				156.99	922099-060321	6/3/2021 Purchase	156.99	0.00	
	XXXXX2960	06/24/2021	Statcomm Inc	4,010.25	W14705	Corp Yard 5/4/21 Svc	4,010.25	0.00	\$5,846.00
				1,268.25	W14789	FF#2 5/17/2021 Svc	1,268.25	0.00	
				567.50	W14790	FF#5 5/17/21 Service	567.50	0.00	
	XXXXX2961	06/24/2021	Sunnyvale Ford	395.74	187749FOW	Supplies	395.74	0.00	\$1,923.28
				130.79	187850FOW	Supplies	130.79	0.00	
				781.04	188019FOW	Supplies	781.04	0.00	
				12.56	188101FOW	Supplies	12.56	0.00	
				50.47	188141FOW		50.47	0.00	
				92.80	188183FOW	Supplies	92.80	0.00	
				38.04	188255FOW	Supplies	38.04	0.00	
				26.51	188284FOW	Supplies	26.51	0.00	
				129.73	188290FOW	Supplies	129.73	0.00	
				8.25	188305FOW	Supplies	8.25	0.00	
				59.57	188346FOW	Parts	59.57	0.00	
				84.06	188364FOW	Supplies	84.06	0.00	
				119.71	188413FOW	Parts	119.71	0.00	
				174.76	188438FOW	Parts	174.76	0.00	
				593.92	189146FOW	Stores Supplies	593.92	0.00	
				-38.15	CM178296FOW	Core Return	-38.15	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				-21.80	CM178416FO W	Core Return	-21.80	0.00	
				-81.75	CM180825FO W	Core Return	-81.75	0.00	
				-300.97	CM181261FO W	Parts Return	-300.97	0.00	
				-27.25	CM182568FO W	Core Return	-27.25	0.00	
				-136.57	CM183694FO W	Parts Return	-136.57	0.00	
				-27.25	CM183846FO W	Core Return	-27.25	0.00	
				-88.27	CM184113FO W	Parts Return	-88.27	0.00	
				-52.66	CM186502FO W	Wrong Parts	-52.66	0.00	
	XXXXX2962	06/24/2021	Target Specialty Products Inc	6,997.38	INVP5004917 15	Supplies	6,997.38	0.00	\$6,997.38
	XXXXX2963	06/24/2021	Turf & Industrial Equipment Co	209.68	IV37817	Equipment	209.68	0.00	\$1,579.29
				43.27	IV38723	Equipment	43.27	0.00	
				54.31	IV38806	Equipment	54.31	0.00	
				103.07	IV38918	Supplies	103.07	0.00	
				539.55	IV38958	Equipment	539.55	0.00	
				126.22	IV38997	Equipment	126.22	0.00	
				157.68	IV39022	Equipment	157.68	0.00	
				219.13	IV39070	Equipment	219.13	0.00	
				101.26	IV39202	Equipment	101.26	0.00	
				25.12	IV39230	Equipment	25.12	0.00	
	XXXXX2964	06/24/2021	United Site Services of California Inc	783.95	114- 12017514	CAL TRAIN STATION 5/28-6/24/21	783.95	0.00	\$783.95
	XXXXX2965	06/24/2021	Univar Solutions USA Inc	3,152.72	49204445	SOD HYPO 12.5% LIQUICHLOR K2	3,152.72	0.00	\$3,152.72

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX2966	06/24/2021	Valbridge Property Advisors	1,147.00	31427	Ppty Appraisal 7 Lots on Charles & Mathilda	1,147.00	0.00	\$1,147.00
	XXXXX2967	06/24/2021	Valley Oil Co	27,625.21	71319	Gasoline	27,625.21	0.00	\$27,625.21
	XXXXX2968	06/24/2021	Valley Water	13,369.02	GM102867	May 2021 Groundwater Extraction Charges	13,369.02	0.00	\$13,369.02
	XXXXX2969	06/24/2021	Watersavers Irrigation Inc	2,161.59	2473782-00	GRISWOLD SOLENOID	2,161.59	0.00	\$2,161.59
	XXXXX2970	06/24/2021	Weco Industries LLC	4,899.08	0047528-IN	Repairs & Parts	4,899.08	0.00	\$6,972.82
				2,073.74	0047568-IN	Repairs & Parts	2,073.74	0.00	
	XXXXX2971	06/24/2021	Woodard & Curran Inc	11,657.25	191109	Collection System Proj P/E 6/4/21	11,657.25	0.00	\$11,657.25
	XXXXX2972	06/24/2021	Karen E Routt	1,350.00	2021-07	May 2021 Agrmt#001-915723-21	1,350.00	0.00	\$1,350.00
	XXXXX2973	06/24/2021	Sunnyvale Downtown Association	13,116.36	BID Reimb 3	FY 2021 3rd Reimbursement	13,116.36	0.00	\$24,926.89
				11,810.53	Bid Reimb 021221	BID Funds Collected	11,810.53	0.00	
	XXXXX2974	06/24/2021	Ann Durkes	40.70	July 2021	Medical Reimbursement July 2021	40.70	0.00	\$40.70
	XXXXX2975	06/24/2021	Charles Eaneff	708.56	July 2021	Medical Reimbursement July 2021	708.56	0.00	\$708.56
	XXXXX2976	06/24/2021	Dean Russell	850.05	July 2021	Medical Reimbursement July 2021	850.05	0.00	\$850.05
	XXXXX2977	06/24/2021	Albert Scott	54.62	July 2021	Medical Reimbursement July 2021	54.62	0.00	\$54.62
	XXXXX2978	06/24/2021	Nancy Steward	708.56	July 2021	Medical	708.56	0.00	\$708.56

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						Reimbursement July 2021			
	XXXXX2979	06/24/2021	Superco Specialty Products, Division of Momar Incorporated	492.56	PSI401397	Stores Supplies	492.56	0.00	\$492.56
	XXXXX2980	06/24/2021	USAT LLC	5,466.35	100653335	17 Antennas	5,466.35	0.00	\$5,466.35
	XXXXX2981	06/24/2021	DeSilva Gates Construction LP	520,885.00	PvmntRehab2 020#02	ST-18-09	520,885.00	0.00	\$520,885.00
	XXXXX2982	06/24/2021	Secretary for Environmental Protection Agency	6,356.29	010121-033121	CUPA Pass Thru Fees Jan1 - Mar 31 2021	6,356.29	0.00	\$6,356.29
	XXXXX2983	06/24/2021	California Department of Justice	364.00	512302	DPJ LIVESCAN	364.00	0.00	\$364.00
WIRE	XXXXX3287	06/22/2021	Keenan & Associates	85,250.02	6-15-2021	Wire for Keenan & Associates -Trust Reimbursement for the period 6/01/21 to 6/15/21 Wire Date 6/18/21	85,250.02	0.00	\$85,250.02
	XXXXX3288	06/22/2021	Valley Water	1,738,675.64	TI002488	Valley Water Treated Water Usage, May 2021 Wire Date 6/18/2021	1,738,675.64	0.00	\$1,738,675.64
	XXXXX3289	06/22/2021	San Francisco Public Utilities Commission	1,419,661.60	05042021-06012021	Purchased Water from SFPUC, May 2021 Wire Date 6/18/2021	1,419,661.60	0.00	\$1,419,661.60
Grand Total				5,801,670.12			5,801,738.81	68.69	\$5,801,670.12



City of Sunnyvale

Agenda Item

21-0632

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Adopt a Resolution Extending the City's Declaration of Local Emergency for COVID-19

DISCUSSION

On March 12, 2020, City Manager Kent Steffens declared a local health emergency pursuant to the authority granted to him as the Emergency Services Director in Sunnyvale Municipal Code Chapter 2.16 (Emergency Organization and Functions) and applicable state law. The City Council adopted a resolution ratifying that declaration (Resolution No. 979-20) on March 17, 2020, and resolutions extending the declaration on April 7, 2020, (Resolution No. 981-20), May 26, 2020, (Resolution No. 994-20), July 14, 2020, (Resolution No. 1010-20), August 25, 2020, (Resolution No. 1016-20), October 13, 2020 (Resolution No. 1025-20), December 8, 2020 (Resolution No. 1036-20), February 2, 2021 (Resolution No. 1042-21), March 30, 2021 (Resolution No. 1045-21) and May 25, 2021 (Resolution No. 1057-21).

The pandemic appears to be coming under control, but it is not yet over. 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 Santa Clara County'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. Certain health measures intended to limit the spread of COVID-19, particularly among unvaccinated individuals and for children who are not yet eligible for vaccination, remain in effect. Many residents and businesses continue to suffer economic hardship that began while the stay-home orders were in effect, and the recovery period for these individuals and businesses is only beginning.

Therefore, staff anticipates that the COVID-19 emergency conditions will continue at least into September. Staff recommends that Council adopt the attached resolution extending the City's declaration of a local emergency, to be reviewed again within 60 days pursuant to Government Code section 8630 (California Emergency Services Act). Extending the local health emergency empowers the City to continue to effectively respond to COVID-19, including staffing the EOC, coordinating with partner agencies, seeking and utilizing mutual aid, and pursuing potential federal and state reimbursement for costs related to response efforts.

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.

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 sections 15320, 15378 and 15061 (b)(3) as it is an organizational structure change and does not have the potential to result in either a direct or reasonable foreseeable indirect physical change in the environment.

STAFF RECOMMENDATION

Adopt a Resolution Extending the City Manager/Director of Emergency Services’ Proclamation of Existence of a Local Emergency (COVID-19).

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. Draft Resolution Extending Emergency Proclamation
2. Resolution No. 1057-21
3. Resolution No. 1045-21
4. Resolution No. 1042-21
5. Resolution No. 1036-20
6. Resolution No. 1025-20
7. Resolution No. 1016-20
8. Resolution No. 1010-20
9. Resolution No. 994-20
10. Resolution No. 981-20
11. Resolution No. 979-20

DRAFT 7/1/2021 MCT

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE EXTENDING THE CITY
MANAGER/DIRECTOR OF EMERGENCY SERVICES'
PROCLAMATION OF EXISTENCE OF A LOCAL
EMERGENCY (COVID-19)**

WHEREAS, on March 12, 2020, the City Manager acting as the Director of Emergency Services proclaimed the existence of a local emergency within the City due to the novel coronavirus (COVID-19), a respiratory disease that may result in serious illness or death and is easily transmissible from person to person; and

WHEREAS, the City Council unanimously ratified and confirmed that proclamation of local emergency on March 17, 2020 by adopting Resolution 979-20; and

WHEREAS, the City Council reviewed and unanimously extended the proclamation of local emergency on April 7, 2020 (Resolution 981-20); May 26, 2020 (Resolution 994-20); July 14, 2020 (Resolution 1010-20); August 25, 2020 (Resolution 1016-20); October 13, 2020 (Resolution 1025-20); December 8, 2020 (Resolution 1036-20); February 2, 2021 (Resolution 1042-21); March 30, 2021 (Resolution 1045-21); and May 25, 2021 (Resolution 1057-21); and

WHEREAS, the City Council has reviewed the need to continue the existence of a local emergency and finds that the conditions supporting the declaration of emergency related to COVID-19 continue to exist, for reasons including, but not limited to:

(1) 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 Santa Clara County's local emergency declarations related to COVID-19 remain in effect, and 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.

(2) The pandemic appears to be coming under control, but it is not yet over. Although California "reopened" on June 15, 2021, certain health measures intended to limit the spread of COVID-19, particularly among unvaccinated individuals and for children who are not yet eligible for vaccination, remain in effect, and public health authorities continue to make aggressive efforts to reach individuals not yet vaccinated.

(3) Although the stay-home/shelter orders and other orders regulating operations, capacity, and similar measures have been lifted with the reopening, many residents and businesses continue to suffer economic hardship that began while those orders were in effect.

(4) Due to COVID-19 closures and stay-at-home orders, many Sunnyvale residents experienced job loss or reduced hours, and many Sunnyvale businesses experienced reduced revenues, and/or faced temporary or permanent closures. The recovery period for these individuals and businesses is only beginning. For example, 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; the State recently extended its eviction moratorium through September 30, 2021, in part due to delays in the distribution of financial assistance. Some businesses, such as restaurants and other public-serving industries, are experiencing a worker shortage¹ that limits the ability of the businesses to return to full capacity.

(5) The City has and continues to experience a loss of revenue from several areas due to closures related to COVID-19.

(6) The economic recovery from COVID-19 and its impacts are now estimated to be in terms of years not months; and

WHEREAS, the City Council finds that the COVID-19 situation continues to create conditions of peril to the health, safety, and welfare of persons and property in the City of Sunnyvale and is still deemed to be beyond the control of normal protective services, personnel, equipment and facilities of and within the City.

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

1. The City of Sunnyvale hereby proclaims the extension of the period of the Existence of a Local Emergency for an additional 60 days or unless sooner terminated.
2. The Local Emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Sunnyvale.
3. As required by California Government Code section 8630, the City Council shall review the need to continue the state of emergency every sixty (60) days until this Resolution is terminated.

¹ See, e.g., Lait Weinstein, NBC News, June 29, 2021, *As diners and restaurant owners embrace a summer reopening, long wait times are leaving a bitter taste. A nationwide shortage of workers means long wait times for restaurants are becoming increasingly common. That's leaving customers and staff frustrated*, at <https://www.nbcnews.com/business/consumer/diners-restaurant-owners-embrace-summer-reopening-long-wait-times-are-n1272099>

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

RESOLUTION NO. 1057-21**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE EXTENDING THE CITY
MANAGER/DIRECTOR OF EMERGENCY SERVICES'
PROCLAMATION OF EXISTENCE OF A LOCAL
EMERGENCY (COVID-19)**

WHEREAS, on March 12, 2020, the City Manager acting as the Director of Emergency Services proclaimed the existence of a local emergency within the City due to the novel coronavirus (COVID-19), a respiratory disease that may result in serious illness or death and is easily transmissible from person to person; and

WHEREAS, the City Council unanimously ratified and confirmed that proclamation of local emergency on March 17, 2020 by adopting Resolution 979-20; and

WHEREAS, the City Council reviewed and unanimously extended the proclamation of local emergency on April 7, 2020 (Resolution 981-20); May 26, 2020 (Resolution 994-20); July 14, 2020 (Resolution 1010-20); August 25, 2020 (Resolution 1016-20); October 13, 2020 (Resolution 1025-20); December 8, 2020 (Resolution 1036-20); February 2, 2021 (Resolution 1042-21); and March 30, 2021 (Resolution 1045-21); and

WHEREAS, the City Council has reviewed the need to continue the existence of a local emergency and finds that the conditions supporting the declaration of emergency related to COVID-19 continue to exist, for reasons including, but not limited to:

(1) All residents of the State of California and Santa Clara County continue to be subject to public health orders that limit or place restrictions on certain activities and require social distancing; and

(2) Although COVID-19 case and hospitalization rates in California have significantly decreased, the state's "tier" system for COVID-19 restrictions remains in effect, and Santa County was in the second lowest "orange" tier as of May 7, 2021; and

(3) Although the COVID-19 vaccinations are now available to all members of the public over age 16, vaccination rates are not yet at the level desired by public health authorities and have slowed in recent weeks; public health authorities are making new efforts to reach individuals not yet vaccinated; and

(4) Although the Governor has announced plans to fully reopen in June, the details of that plan have not yet been released, and reopening is contingent on increased vaccinations and continued low case and hospitalization numbers. Even with reopening, the state anticipates that, at a minimum, mask mandates will remain in place; thus, emergency conditions related to COVID-19 are anticipated to continue at least into the summer; and

(5) Many Sunnyvale residents have experienced job loss or reduced hours due to COVID-19 closures and stay-at-home orders, and the unemployment rate in Santa Clara County in December 2020 (prior to implementation of the regional stay-at-home order, which required closure of certain businesses and limited others) was 6 percent, down from summer unemployment rates but nevertheless a substantial increase from pre-pandemic rates of 2.6 percent in January and February of 2020; and

(6) The City has and continues to experience a loss of revenue from several areas due to closures related to COVID-19; and

(7) The economic recovery from COVID-19 and its impacts are now estimated to be in terms of years not months; and

WHEREAS, the City Council finds that the COVID-19 situation continues to create conditions of peril to the health, safety, and welfare of persons and property in the City of Sunnyvale and is still deemed to be beyond the control of normal protective services, personnel, equipment and facilities of and within the City.

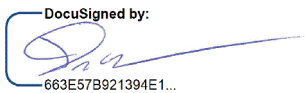
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYVALE THAT:

1. The City of Sunnyvale hereby proclaims the extension of the period of the Existence of a Local Emergency for an additional 60 days or unless sooner terminated.
2. The local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Sunnyvale.
3. As required by California Government Code section 8630, the City Council shall review the need to continue the state of emergency every sixty (60) days until this resolution is terminated.

Adopted by the City Council at a regular meeting held on May 25, 2021, by the following vote:

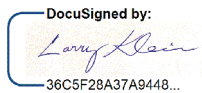
AYES: KLEIN, HENDRICKS, LARSSON, MELTON, FONG, CISNEROS, DIN
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE
RECUSAL: NONE

ATTEST:

DocuSigned by:

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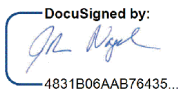
DAVID CARNAHAN
City Clerk
(SEAL)

APPROVED:

DocuSigned by:

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LARRY KLEIN
Mayor

APPROVED AS TO FORM:

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JOHN A. NAGEL
City Attorney

RESOLUTION NO. 1045-21**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE EXTENDING THE CITY
MANAGER/DIRECTOR OF EMERGENCY SERVICES'
PROCLAMATION OF EXISTENCE OF A LOCAL
EMERGENCY (COVID-19)**

WHEREAS, on March 12, 2020, the City Manager acting as the Director of Emergency Services proclaimed the existence of a local emergency within the City due to the novel coronavirus (COVID-19), a respiratory disease that may result in serious illness or death and is easily transmissible from person to person; and

WHEREAS, the City Council unanimously ratified and confirmed that proclamation of local emergency on March 17, 2020 by adopting Resolution 979-20; and

WHEREAS, the City Council reviewed and unanimously extended the proclamation of local emergency on April 7, 2020 (Resolution 981-20); May 26, 2020 (Resolution 994-20); July 14, 2020 (Resolution 1010-20); August 25, 2020 (Resolution 1016-20); October 13, 2020 (Resolution 1025-20); December 8, 2020 (Resolution 1036-20); and February 2, 2021 (Resolution 1042-21); and

WHEREAS, the City Council has reviewed the need to continue the existence of a local emergency and finds that the conditions supporting the declaration of emergency related to COVID-19 continue to exist, for reasons including, but not limited to:

(1) All residents of the State of California and Santa Clara County continue to be subject to public health orders that limit or place restrictions on certain activities and require social distancing at all times; and

(2) Although COVID-19 case rates in California decreased from February to March 2021, as of March 8, 2021, Santa Clara County was still in the second most restrictive red tier of COVID-19 public health orders; and

(3) Although the COVID-19 vaccines have been determined to be extremely effective, and the state and county have intensified vaccination efforts, as of March 8, 2021, just 10% of Santa Clara County residents had been fully vaccinated. Vaccination is not expected to be available to all members of the public who want it until late May or June 2021; and

(4) As of March 8, 2021, the State of California recorded more than 3,500,000 cases of COVID-19 and more than 54,000 deaths; and

(5) As of March 8, 2021, Santa Clara County recorded more than 111,800 cases of COVID-19 and 1,800 deaths; and

(6) COVID-19 continues to impact families with school-aged children. Although the governor has taken action to encourage schools to reopen and many public schools have recently reopened or are planning to reopen in March and April 2021, many of the schools that reopen will do so under a “hybrid” format of partial in-person and partial distance learning; and

(7) Many Sunnyvale residents have experienced job loss or reduced hours due to COVID-19 closures and stay-at-home orders, and the unemployment rate in Santa Clara County in December 2020 (prior to implementation of the regional stay-at-home order, which required closure of certain businesses and limited others) was 6 percent, down from summer unemployment rates but nevertheless a substantial increase from pre-pandemic rates of 2.6 percent in January and February of 2020; and

(8) The City has and continues to experience a loss of revenue from several areas due to closures related to COVID-19; and

(9) The economic recovery from COVID-19 and its impacts are now estimated to be in terms of years not months; and

WHEREAS, the City Council finds that the COVID-19 situation, particularly with the dramatic increases in cases and deaths over the last two months, continues to create conditions of peril to the health, safety, and welfare of persons and property in the City of Sunnyvale and is still deemed to be beyond the control of normal protective services, personnel, equipment and facilities of and within the City.

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

1. The City of Sunnyvale hereby proclaims the extension of the period of the Existence of a Local Emergency for an additional 60 days or unless sooner terminated.
2. The local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Sunnyvale.
3. As required by California Government Code section 8630, the City Council shall review the need to continue the state of emergency every sixty (60) days until this resolution is terminated.

Adopted by the City Council at a regular meeting held on March 30, 2021, by the following vote:

AYES: KLEIN, HENDRICKS, LARSSON, MELTON, FONG, CISNEROS, DIN
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE
RECUSAL: NONE

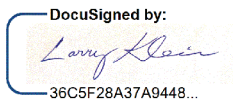
ATTEST:

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DAVID CARNAHAN
City Clerk
(SEAL)

APPROVED:

DocuSigned by:

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LARRY KLEIN
Mayor

APPROVED AS TO FORM:

DocuSigned by:

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JOHN A. NAGEL
City Attorney

RESOLUTION NO. 1042-21**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE EXTENDING THE CITY
MANAGER/DIRECTOR OF EMERGENCY SERVICES'
PROCLAMATION OF EXISTENCE OF A LOCAL
EMERGENCY (COVID-19)**

WHEREAS, on March 12, 2020, the City Manager acting as the Director of Emergency Services proclaimed the existence of a local emergency within the City due to the novel coronavirus (COVID-19), a respiratory disease that may result in serious illness or death and is easily transmissible from person to person; and

WHEREAS, the City Council unanimously ratified and confirmed that proclamation of local emergency on March 17, 2020 by adopting Resolution 979-20; and

WHEREAS, the City Council reviewed and unanimously extended the proclamation of local emergency on April 7, 2020 (Resolution 981-20); May 26, 2020 (Resolution 994-20); July 14, 2020 (Resolution 1010-20); August 25, 2020 (Resolution 1016-20); October 13, 2020 (Resolution 1025-20); and December 8, 2020 (Resolution 1036-20); and

WHEREAS, the City Council has reviewed the need to continue the existence of a local emergency and finds that the conditions supporting the declaration of emergency related to COVID-19 continue to exist, for reasons including, but not limited to:

(1) All residents of the State of California and Santa Clara County continue to be subject to public health orders that limit or place restrictions on certain activities and require social distancing at all times. As of January 14, 2021, residents of the twelve Bay Area counties, including Santa Clara County, were subject to a regional-stay-at-home order, the State's most restrictive order, which requires residents to stay home as much as possible, and close or limit operation of many service and retail businesses. Santa Clara County residents are also required to quarantine after any non-essential travel greater than 150 miles; and

(2) COVID-19 case rates in California in December 2020 and January 2021 significantly increased, with case rates in most areas of California significantly exceeding prior peak numbers; and

(3) The increases in case rates have led to increased hospitalizations that are straining the capacity of hospitals and ICUs throughout the region and state; as of January 13, 2021, ICU capacity for the Bay Area Region was less than 10%; and

(4) As of January 13, 2021, the State of California recorded more than 2,780,000 cases of COVID-19 and more than 31,000 deaths; and

(5) As of January 13, 2021, Santa Clara County recorded more than 87,000 cases of COVID-19 and 1000 deaths; and

(5) COVID-19 continues to impact families with school-aged children. Schools in counties subject to the regional stay-at home order or the Purple/Widespread Tier that have not reopened for in-person learning currently may not open without a waiver for in-person learning until the counties in which they are located have been in the Red/Substantial Tier for at least fourteen consecutive days. Most public schools in Sunnyvale have not returned to full-time in-person learning, and many continue full-time distance learning; and

(6) Many Sunnyvale residents have experienced job loss or reduced hours due to COVID-19 closures and stay-at-home orders, and the unemployment rate in Santa Clara County in November 2020 (prior to implementation of the regional stay-at-home order, which required closure of certain businesses and limited others) was 5.1 percent, down from summer unemployment rates but nevertheless a substantial increase from pre-pandemic rates of 2.6 percent in January and February of 2020; and

(7) The City has and continues to experience a loss of revenue from several areas due to closures related to COVID-19; and

(8) The economic recovery from COVID-19 and its impacts are now estimated to be in terms of years not months; and

WHEREAS, the City Council finds that the COVID-19 situation, particularly with the dramatic increases in cases and deaths over the last two months, continues to create conditions of peril to the health, safety, and welfare of persons and property in the City of Sunnyvale and is still deemed to be beyond the control of normal protective services, personnel, equipment and facilities of and within the City.

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

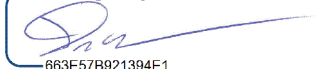
1. The City of Sunnyvale hereby proclaims the extension of the period of the Existence of a Local Emergency for an additional 60 days or unless sooner terminated.
2. The local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Sunnyvale.
3. As required by California Government Code section 8630, the City Council shall review the need to continue the state of emergency every sixty (60) days until this resolution is terminated.

Adopted by the City Council at a regular meeting held on February 2, 2021, by the following vote:

AYES: KLEIN, HENDRICKS, LARSSON, MELTON, FONG, CISNEROS, DIN
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE
RECUSAL: NONE

ATTEST:

DocuSigned by:



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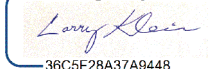
DAVID CARNAHAN

City Clerk

(SEAL)

APPROVED:

DocuSigned by:



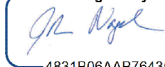
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LARRY KLEIN

Mayor

APPROVED AS TO FORM:

DocuSigned by:



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JOHN A. NAGEL

City Attorney

RESOLUTION NO. 1036-20**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE EXTENDING THE CITY
MANAGER/DIRECTOR OF EMERGENCY SERVICES'
PROCLAMATION OF EXISTENCE OF A LOCAL
EMERGENCY (COVID-19)**

WHEREAS, on March 12, 2020, the City Manager acting as the Director of Emergency Services proclaimed the existence of a local emergency within the City due to the novel coronavirus (COVID-19), a respiratory disease that may result in serious illness or death and is easily transmissible from person to person; and

WHEREAS, the City Council unanimously ratified and confirmed that proclamation of local emergency on March 17, 2020 by adopting Resolution 979-20; and

WHEREAS, the City Council reviewed and unanimously extended the proclamation of local emergency on April 7, 2020 (Resolution 981-20); May 26, 2020 (Resolution 994-20); July 14, 2020 (Resolution 1010-20); August 25, 2020 (Resolution 1016-20); and October 13, 2020 (Resolution 1025-20); and

WHEREAS, the City Council has reviewed the need to continue the existence of a local emergency and finds that the conditions supporting the declaration of emergency related to COVID-19 continue to exist, for reasons including, but not limited to:

(1) All residents of the State of California and Santa Clara County continue to be subject to public health orders that continue to limit or place restrictions on certain activities and require social distancing at all times; and

(2) As of mid-November 2020, COVID-19 case rates throughout the United States, including California, were significantly increasing, with case rates in many areas exceeding prior peak numbers; and

(3) On November 16, 2020, Santa Clara County was moved from the State's COVID-19 Orange/Moderate Tier down to the Purple/Widespread Tier, due to increases in the test positivity rate and cases per day. These changes limit capacity or require closure of non-essential indoor operations, and impose more stringent health and safety requirements for activities than those required under the Orange Tier, for the purpose of limiting the spread of COVID-19; and

(4) As of November 16, 2020, the State of California recorded more than 1,019,000 cases of COVID-19 and more than 18,000 deaths; and

(5) As of November 16 2020, Santa Clara County recorded more than 28,300 cases of COVID-19 and 444 deaths; and

(6) All of the state and county case and death numbers are expected to continue to rise. Health officials at all levels of government are particularly concerned about the spread of COVID-19 during the upcoming winter holidays, and have urged people to limit holiday gatherings and nonessential travel; and

(5) COVID-19 continues to impact families with school-aged children. Schools in counties on the Purple/Widespread Tier that have not reopened for in-person learning may not open without a waiver for in-person learning until the counties in which they are located have been in the Red/Substantial Tier for at least fourteen consecutive days. Most public schools in Sunnyvale have not returned to full-time in-person learning, and many continue full-time distance learning; and

(6) Many Sunnyvale residents have experienced job loss or reduced hours due to COVID-19 closures and shelter-in-place orders, and the unemployment rate in Santa Clara County in September 2020 was 7.1 percent, down slightly from summer unemployment rates but still a substantial increase from pre-pandemic rates of 2.6 percent in January and February of 2020; and

(7) The City has and continues to experience a loss of revenue from several areas due to closures related to COVID-19; and

(8) The economic recovery from COVID-19 and its impacts are now estimated to be in terms of years not months; and

WHEREAS, the City Council finds that the COVID-19 situation is still causing conditions of peril to the health, safety, and welfare of persons and property in the City of Sunnyvale and is still deemed to be beyond the control of normal protective services, personnel, equipment and facilities of and within the City.

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

1. The City of Sunnyvale hereby proclaims the extension of the period of the Existence of a Local Emergency for an additional 60 days or unless sooner terminated.
2. The local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Sunnyvale.
3. As required by California Government Code section 8630, the City Council shall review the need to continue the state of emergency every sixty (60) days until this resolution is terminated.

Adopted by the City Council at a regular meeting held on December 8, 2020, by the following vote:

AYES: KLEIN, SMITH, LARSSON, HENDRICKS, MELTON, GOLDMAN, FONG
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE
RECUSAL: NONE

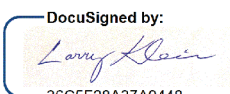
ATTEST:

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DAVID CARNAHAN
City Clerk
(SEAL)

APPROVED:

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LARRY KLEIN
Mayor

APPROVED AS TO FORM:

DocuSigned by:

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JOHN A. NAGEL
City Attorney

RESOLUTION NO. 1025-20**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE EXTENDING THE CITY
MANAGER/DIRECTOR OF EMERGENCY SERVICES'
PROCLAMATION OF EXISTENCE OF A LOCAL
EMERGENCY (COVID-19)**

WHEREAS, on March 12, 2020, the City Manager acting as the Director of Emergency Services proclaimed the existence of a local emergency within the City due to the novel coronavirus (COVID-19), a respiratory disease that may result in serious illness or death and is easily transmissible from person to person; and

WHEREAS, the City Council unanimously ratified and confirmed that proclamation of local emergency on March 17, 2020 by adopting Resolution 979-20; and

WHEREAS, the City Council reviewed and unanimously extended the proclamation of local emergency on April 7, 2020 by adopting Resolution 981-20; and

WHEREAS, the City Council reviewed and unanimously extended the proclamation of local emergency on May 26, 2020 by adopting Resolution 994-20; and

WHEREAS, the City Council reviewed and unanimously extended the proclamation of local emergency on July 14, 2020 by adopting Resolution 1010-20; and

WHEREAS, the City Council reviewed and unanimously extended the proclamation of local emergency on August 25, 2020 by adopting resolution 1016-20; and

WHEREAS, the City Council has reviewed the need to continue the existence of a local emergency and finds that the conditions supporting the declaration of emergency related to COVID-19 continue to exist, for reasons including, but not limited to:

- (1) All residents of the State of California and Santa Clara County are subject to public health orders that continue to limit or place restrictions on certain activities and require social distancing at all times; and
- (2) As of September 10, 2020, the State of California recorded more than 750,000 cases of COVID-19 and more than 13,900 deaths; and
- (3) As of September 10, 2020, Santa Clara County recorded more than 18,800 cases of COVID-19 and 263 deaths. On September 8, it was placed in the State's "Red Tier," meaning it has significant numbers of COVID-19 cases. Many non-essential indoor operations are required to be closed, and most other activities are subject to health and safety restrictions designed to limit the spread of COVID-19; and

- (4) All of the state and county case and death numbers are expected to continue to rise; and
- (5) The state has ordered that schools in counties on the watch list (now the “Purple Tier” for widespread COVID-19 cases), could not reopen for in-person learning until the counties in which they are located have been in the “Red Tier” for at least fourteen consecutive days; and
- (6) Many Sunnyvale residents have experienced job loss or reduced hours due to COVID-19 closures and shelter-in-place orders, and the unemployment rate in Santa Clara County in June 2020 was 10.8 percent, a substantial increase from pre-pandemic rates of 2.6 percent in January and February of 2020; and
- (7) The City has and continues to experience a loss of revenue from several areas due to closures related to COVID-19; and
- (8) The economic recovery from COVID-19 and its impacts are now estimated to be in terms of years not months; and

WHEREAS, the City Council finds that the COVID-19 situation is still causing conditions of peril to the health, safety, and welfare of persons and property in the City of Sunnyvale and is still deemed to be beyond the control of normal protective services, personnel, equipment and facilities of and within the City.

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

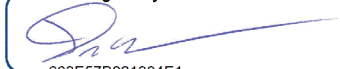
1. The City of Sunnyvale hereby proclaims the extension of the period of the Existence of a Local Emergency for an additional 60 days or unless sooner terminated.
2. The local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Sunnyvale.
3. As required by California Government Code section 8630, the City Council shall review the need to continue the state of emergency every sixty (60) days until this resolution is terminated.

Adopted by the City Council at a regular meeting held on October 13, 2020, by the following vote:

AYES: KLEIN, SMITH, LARSSON, HENDRICKS, MELTON, GOLDMAN, FONG
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE
RECUSAL: NONE

ATTEST:

DocuSigned by:



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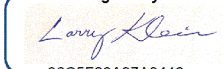
DAVID CARNAHAN

City Clerk

(SEAL)

APPROVED:

DocuSigned by:



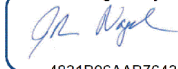
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LARRY KLEIN

Mayor

APPROVED AS TO FORM:

DocuSigned by:



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JOHN A. NAGEL

City Attorney

RESOLUTION NO. 1016-20**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE EXTENDING THE CITY
MANAGER/DIRECTOR OF EMERGENCY SERVICES'
PROCLAMATION OF EXISTENCE OF A LOCAL
EMERGENCY (COVID-19)**

WHEREAS, on March 12, 2020, the City Manager acting as the Director of Emergency Services proclaimed the existence of a local emergency within the City due to the novel coronavirus (COVID-19), a respiratory disease that may result in serious illness or death and is easily transmissible from person to person; and

WHEREAS, the City Council unanimously ratified and confirmed that proclamation of local emergency on March 17, 2020 by adopting Resolution 979-20; and

WHEREAS, the City Council reviewed and unanimously extended the proclamation of local emergency on April 7, 2020 by adopting Resolution 981-20; and

WHEREAS, the City Council reviewed and unanimously extended the proclamation of local emergency on May 26, 2020 by adopting Resolution 994-20; and

WHEREAS, the City Council reviewed and unanimously extended the proclamation of local emergency on July 14, 2020 by adopting Resolution 1010-20; and

WHEREAS, the City Council has reviewed the need to continue the existence of a local emergency and finds that the conditions supporting the declaration of emergency related to COVID-19 continue to exist, for reasons including, but not limited to:

- (1) All residents of the State of California and Santa Clara County are subject to public health orders that continue to limit or place restrictions on certain activities and require social distancing at all times; and
- (2) As of August 3, 2020, the State of California recorded more than 509,000 cases of COVID-19 and more than 9,000 deaths; and
- (3) As of August 3, 2020, Santa Clara County recorded more than 10,000 cases of COVID-19 and 191 deaths. It has been on the State COVID-19 "watch list" since July 12, in large part due to increased hospitalizations; and
- (4) All of the state and county case and death numbers are expected to continue to rise; and
- (5) On July 17, 2020, Governor Newsom ordered that schools in counties on the watch list, including Santa Clara County, could not reopen for in-person learning until the counties in which they are located are off the watch list for fourteen consecutive days; and
- (6) Many Sunnyvale residents have experienced job loss or reduced hours due to COVID-19 closures and shelter-in-place orders, and the unemployment rate in Santa Clara County in June 2020 was 10.8 percent, a substantial increase from pre-pandemic rates of 2.6 percent in January and February of 2020; and

- (7) The City has and continues to experience a loss of revenue from several areas due to closures related to COVID-19; and
- (8) The economic recovery from COVID-19 and its impacts are now estimated to be in terms of years not months; and

WHEREAS, the City Council finds that the COVID-19 situation is still causing conditions of peril to the health, safety, and welfare of persons and property in the City of Sunnyvale and is still deemed to be beyond the control of normal protective services, personnel, equipment and facilities of and within the City.

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

- 1. The City of Sunnyvale hereby proclaims the extension of the period of the Existence of a Local Emergency for an additional 60 days or unless sooner terminated.
- 2. The local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Sunnyvale.
- 3. As required by California Government Code section 8630, the City Council shall review the need to continue the state of emergency every sixty (60) days until this resolution is terminated.

Adopted by the City Council at a regular meeting held on August 25, 2020, by the following vote:

AYES: KLEIN, SMITH, LARSSON, HENDRICKS, MELTON, GOLDMAN, FONG

NOES:


ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

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DAVID CARNAHAN

City Clerk

(SEAL)

APPROVED:

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LARRY KLEIN

Mayor

APPROVED AS TO FORM:

DocuSigned by:



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JOHN A. NAGEL

City Attorney

RESOLUTION NO. 1010-20**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE EXTENDING THE CITY
MANAGER/DIRECTOR OF EMERGENCY SERVICES'
PROCLAMATION OF EXISTENCE OF A LOCAL
EMERGENCY (COVID-19)**

WHEREAS, on March 12, 2020, the City Manager acting as the Director of Emergency Services proclaimed the existence of a local emergency within the City due to the novel coronavirus (COVID-19), a respiratory disease that may result in serious illness or death and is easily transmissible from person to person; and

WHEREAS, the City Council unanimously ratified and confirmed that proclamation of local emergency on March 17, 2020 by adopting Resolution 979-20; and

WHEREAS, the City Council reviewed and unanimously extended the proclamation of local emergency on April 7, 2020 by adopting Resolution 981-20; and

WHEREAS, the City Council reviewed and unanimously extended the proclamation of local emergency on May 26, 2020 by adopting Resolution 994-20; and

WHEREAS, the City Council has reviewed the need to continue the existence of a local emergency and finds that the conditions supporting the City's original declaration of emergency still exist because all residents of the State of California and Santa Clara County are subject to public health orders that continue to limit or place restrictions on certain activities and require social distancing at all times; and

WHEREAS, the City Council finds that the COVID-19 situation is still causing conditions of peril to the health, safety, and welfare of persons and property in the City of Sunnyvale and is still deemed to be beyond the control of normal protective services, personnel, equipment and facilities of and within the City.

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

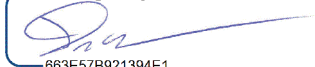
1. The City of Sunnyvale hereby proclaims the extension of the period of the Existence of a Local Emergency for an additional 60 days or unless sooner terminated.
2. The local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Sunnyvale.
3. As required by California Government Code section 8630, the City Council shall review the need to continue the state of emergency every sixty (60) days until this resolution is terminated.

Adopted by the City Council of the City of Sunnyvale at a regular meeting held on July 14, 2020 by the following vote:

AYES: KLEIN, SMITH, LARSSON, HENDRICKS, MELTON, GOLDMAN, FONG
NOES:
ABSTAIN:
ABSENT:
RECUSAL:

ATTEST:

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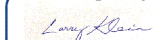
DAVID CARNAHAN

City Clerk

(SEAL)

APPROVED:

DocuSigned by:



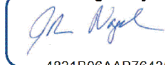
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LARRY KLEIN

Mayor

APPROVED AS TO FORM:

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JOHN A. NAGEL

City Attorney

RESOLUTION NO. 994-20**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE EXTENDING THE CITY
MANAGER/DIRECTOR OF EMERGENCY SERVICES'
PROCLAMATION OF EXISTENCE OF A LOCAL
EMERGENCY (COVID-19)**

WHEREAS, on March 12, 2020, the City Manager acting as the Director of Emergency Services proclaimed the existence of a local emergency within the City due to the novel coronavirus (COVID-19), a respiratory disease that may result in serious illness or death and is easily transmissible from person to person; and

WHEREAS, the City Council unanimously ratified and confirmed that proclamation of local emergency on March 17, 2020 by adopting Resolution 979-20; and

WHEREAS, the City Council reviewed and unanimously extended the proclamation of local emergency on April 7, 2020 by adopting Resolution 981-20; and

WHEREAS, the City Council has reviewed the need to continue the existence of a local emergency and finds that the conditions supporting the City's original declaration of emergency still exist. Such conditions include, but are not limited to, the fact that all residents of the State of California are subject an executive order issued by Governor Newsom on March 19, 2020 to stay at home, and that all residents of Santa Clara County are subject to a revised public health order to stay at home through May 31, 2020 and practice social distancing at all times; and

WHEREAS, the City Council finds that the COVID-19 situation is still causing conditions of peril to the health, safety, and welfare of persons and property in the City of Sunnyvale and is still deemed to be beyond the control of normal protective services, personnel, equipment and facilities of and within the City.

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

1. The City of Sunnyvale hereby proclaims the extension of the period of the Existence of a Local Emergency for an additional 60 days or unless sooner terminated.
2. The local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Sunnyvale.
3. As required by California Government Code section 8630, the City Council shall review the need to continue the state of emergency every sixty (60) days until this resolution is terminated.

Adopted by the City Council at a regular meeting held on May 26, 2020, by the following vote:

AYES: KLEIN, SMITH, LARSSON, HENDRICKS, MELTON, GOLDMAN

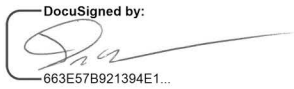
NOES:

ABSTAIN:

ABSENT: FONG

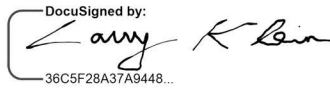
RECUSAL:

ATTEST:

DocuSigned by:

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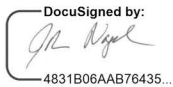
DAVID CARNAHAN
City Clerk
(SEAL)

APPROVED:

DocuSigned by:

36C5F28A37A9448...

LARRY KLEIN
Mayor

APPROVED AS TO FORM:

DocuSigned by:

4831B06AAB76435...

JOHN A. NAGEL
City Attorney

RESOLUTION NO. 981-20

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE
EXTENDING THE CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES'
PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY (COVID-19)**

WHEREAS, section 2.16.040 of the Sunnyvale Municipal Code empowers the Director of Emergency Services/City Manager to proclaim a local emergency if the City Council is not in session and requires that the City Council shall take action to ratify the proclamation within seven days; and

WHEREAS, on March 12, 2020, the City Manager acting as the Director of Emergency Services proclaimed the existence of a local emergency within the City due to the novel coronavirus (COVID-19), a respiratory disease that may result in serious illness or death and is easily transmissible from person to person; and

WHEREAS, the City Council unanimously ratified and confirmed that proclamation of local emergency on March 17, 2020 by adopting Resolution 979-20; and

WHEREAS, Resolution 979-20 provided that the City would review the emergency declaration 30 days from March 17, 2020, and Section 8630 of the California Emergency Services Act requires that the City Council review, at least every 60 days until such local emergency is terminated, the need for continuing the local emergency; and

WHEREAS, the City Council has reviewed the need to continue the existence of a local emergency and finds that the conditions supporting the City's original declaration of emergency still exist. Such conditions include, but are not limited to, the fact that all residents of the State of California are subject an executive order issued by Governor Newsom on March 19, 2020 to stay at home, and that all residents of Santa Clara County are subject to a revised public health order issued on March 31, 2020 to stay at home through May 3, 2020 and practice social distancing at all times; and

WHEREAS, the City Council finds that the COVID-19 situation is still causing conditions of peril to the health, safety, and welfare of persons and property in the City of Sunnyvale and is still deemed to be beyond the control of normal protective services, personnel, equipment and facilities of and within the City.

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

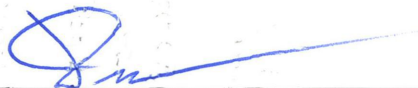
1. The City of Sunnyvale hereby proclaims the extension of the period of the Existence of a Local Emergency for an additional 60 days or unless sooner terminated.
2. The local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Sunnyvale.

3. As required by California Government Code section 8630, the City Council shall review the need to continue the state of emergency every sixty (60) days until this resolution is terminated.

Adopted by the City Council at a regular meeting held on April 7, 2020 by the following vote:

AYES: KLEIN, MELTON, LARSSON, HENDRICKS, SMITH, GOLDMAN, FONG
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE
RECUSAL: NONE

ATTEST:



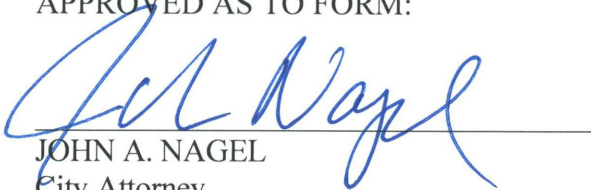
DAVID CARNAHAN
City Clerk
(SEAL)

APPROVED:



LARRY KLEIN
Mayor

APPROVED AS TO FORM:



JOHN A. NAGEL
City Attorney

RESOLUTION NO. 979-20

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE
CONFIRMING THE CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES'
PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY (COVID-19)**

WHEREAS, section 2.16.040 of the Sunnyvale Municipal Code empowers the Director of Emergency Services/City Manager to proclaim a local emergency if the City Council is not in session and requires that the City Council shall take action to ratify the proclamation within seven days; and

WHEREAS, the novel coronavirus (COVID-19) is a respiratory disease that may result in serious illness or death and is easily transmissible from person to person; and

WHEREAS, on January 31, 2020, the United States Department of Public Health and Human Services Secretary Alex Azar declared a public emergency for the novel coronavirus (COVID-19) beginning on January 27, 2020; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a state of emergency in the State of California due to the number of confirmed cases of COVID-19 in the State; and

WHEREAS, on March 5, 2020, Santa Clara County declared an emergency due to the number of confirmed cases of COVID-19 in the County, thus enabling Santa Clara County to take extraordinary measures; and

WHEREAS, on March 9, 2020, the Santa Clara County Department of Public Health issued a mandatory order prohibiting public gatherings of more than 1000 people, effective March 11, 2020; and

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 outbreak a global pandemic; Santa Clara County announced that the number of confirmed COVID-19 cases in the County had increased to 48 from 24 on March 6, 2020; and the CDC and Governor of the State of California issued recommendations to cancel or postpone gatherings of more than 20 people; and

WHEREAS, on March 12, 2020, the City Manager acting as the Director of Emergency Services proclaimed the existence of a local emergency within the City; and

WHEREAS, as of March 12, 2020, more than 120,000 people in more than 100 countries have been infected by COVID-19, and Santa Clara County was among jurisdictions in the United States with the highest case numbers; and

WHEREAS, COVID-19 therefore has and will continue to cause conditions of peril to the health, safety, and welfare of persons and property in the City of Sunnyvale; and

WHEREAS, preparing for, responding to, mitigating, and recovering from the spread of COVID-19 requires the City to divert resources from normal day-to-day operations, and has and will continue to impose extraordinary requirements on and expenses to the City; and

WHEREAS, the City Council hereby finds that the above described conditions related to the COVID-19 outbreak did warrant and necessitate the proclamation of the existence of a local emergency in Sunnyvale.

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

1. The Proclamation of Existence of a Local Emergency, as issued by the Director of Emergency Services/City Manager, and attached as Exhibit A to this Resolution, is hereby ratified and confirmed.
2. The local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Sunnyvale.
3. As required by law, the City Council shall review the need to continue the state of emergency every thirty (30) days until this resolution is terminated.

Adopted by the City Council at a regular meeting held on March 17, 2020, by the following vote:

AYES: KLEIN, SMITH, LARSSON, HENDRICKS, SMITH, GOLDMAN, FONG


NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:



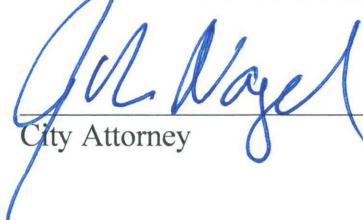
City Clerk
(SEAL)

APPROVED:



Mayor

APPROVED AS TO FORM:



City Attorney

EXHIBIT A

**PROCLAMATION OF A LOCAL EMERGENCY
BY THE CITY OF SUNNYVALE CITY MANAGER/EMERGENCY SERVICES DIRECTOR
REGARDING COVID-19**

WHEREAS, Chapter 2.16 of the Sunnyvale Municipal Code empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when the City is affected by or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS, the novel coronavirus (COVID-19) is a respiratory disease that may result in serious illness or death and is easily transmissible from person to person; and

WHEREAS, on January 31, 2020, the United States Department of Public Health and Human Services Secretary Alex Azar declared a public emergency for the novel coronavirus (COVID-19) beginning on January 27, 2020; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a state of emergency in the State of California due to the number of confirmed cases of COVID-19 in the State; and

WHEREAS, on March 5, 2020, Santa Clara County declared an emergency due to the number of confirmed cases of COVID-19 in the County, thus enabling Santa Clara County to take extraordinary measures; and

WHEREAS, on March 11, the World Health Organization declared the novel coronavirus outbreak a global pandemic; and

WHEREAS, the health, safety and welfare of Sunnyvale residents, businesses, visitors and staff is of utmost importance to the City and additional future measures may be needed to protect the community; and

WHEREAS, the City may require additional assistance in the future, and a formal declaration of emergency allows additional resources to flow to the City in a timely fashion; and

WHEREAS, existing conditions related to the COVID-19 warrant the proclamation of emergency, as defined by Sunnyvale Municipal Code Chapter 2.16; and

WHEREAS, the Director of Emergency Services of the City of Sunnyvale does hereby find that extraordinary measures are required to protect the public health, safety, and of persons and property within the City of Sunnyvale, that are or are likely to be beyond the control or capability of the services, personnel, equipment, and facilities of the City; and

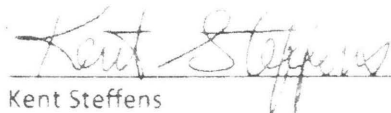
WHEREAS, the City Council is not in session and cannot be immediately called into session.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout the City of Sunnyvale due to the outbreak of COVID-19; and

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of the local emergency the powers, functions, and duties of the Director of Emergency Services and the emergency organization of this City shall be those prescribed by state law, by the Charter, by ordinances and resolutions of this City, and by the City of Sunnyvale Emergency Plan, as approved by the City Council; and

IT IS FURTHER PROCLAIMED AND ORDERED that this emergency proclamation shall expire in 7 days after issuance unless confirmed and ratified by the City Council of the City of Sunnyvale.

Date: March 12, 2020



Kent Steffens

Director of Emergency Services/City Manager



City of Sunnyvale

Agenda Item

21-0710

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Adopt a Resolution Authorizing Participation in the Santa Clara County Abandoned Vehicle Abatement Authority for an Additional Ten Years and Continue Collection of a One Dollar Fee to Fund the Authority

BACKGROUND

The California Vehicle Code (CVC) Sections 9250.7 and 22710 authorize the establishment of a service authority for the abatement of abandoned vehicles by California counties. It also provides for the imposition of a one-dollar (\$1.00) vehicle registration fee, if the Board of Supervisors, by a two-thirds vote, and a majority of the cities having a majority of the incorporated population within the county, have adopted resolutions providing for the establishment of the authority.

The funds collected by the authority are used to reimburse member cities for costs related to the abatement of abandoned vehicles. The reimbursement is based on city population and the number of abandoned vehicles abated. The reimbursement can be used to cover personnel costs and other direct costs related to the abatement of vehicles.

The Santa Clara County Abandoned Vehicle Abatement Service Authority ("AVASA") was established in 1991 to provide County law enforcement agencies with resources to facilitate the proper removal and disposal of abandoned vehicles. Revenue for the program is collected by the Department of Motor Vehicles pursuant to CVC 9250.7 at a rate of \$1.00 per vehicle for vehicles registered with an address in Santa Clara County. AVASA then uses program revenue to reimburse participating agencies in the county, based on a formula that allocates 50% of available funding based on the jurisdiction's population percentage and the other 50% based on the jurisdiction's percentage of vehicles abated county-wide.

The City's participation in the program was authorized by City Council on October 29, 1991, when Council adopted Resolution No.199-91 authorizing the City of Sunnyvale's participation in AVASA for a 10-year period.

On January 15, 2002, City Council authorized the City's continued participation in AVASA for an additional 10-year period by adopting Resolution No.103-02. On August 9, 2011, City Council authorized the City's continued participation in AVASA for an additional 10-year period by adopting Resolution No 494-11, through April of 2022.

Santa Clara County's AVASA Program sunsets on April 30, 2022; however, the Santa Clara County Board of Supervisors adopted Resolution BOS-2021-80 on June 8, 2021, extending the County's participation in the AVASA program and approving imposition of a \$1.00 vehicle registration fee, to be in effect for 10 years (Attachment 1).

Staff recommends Council adopt the attached resolution, authorizing the City's continued participation in the Santa Clara County Abandoned Vehicle Abatement Service Authority ("AVASA") for an additional 10-year period, through April, 2032.

EXISTING POLICY

Resolution No. 494-11 - Resolution authorizing the City of Sunnyvale's continued participation in the Santa Clara County Abandoned Vehicle Abatement Service Authority ("AVASA") from March 31, 2012 through April 30, 2022.

General Plan Chapter 4 - Land Use and Transportation, Policy LT-4.1a: Support a robust code enforcement program to maintain and enhance the appearance of neighborhoods and commercial districts and encourage property and area cleanup and beautification projects.

General Plan Chapter 6 - Safety and Noise, Policy SN-3.4: Reduce crime and fear by strengthening the police/community partnership.

ENVIRONMENTAL REVIEW

The action being considered does not require review under the California Environmental Quality Act (CEQA) because it can be seen with certainty that there is no possibility that it may have an impact on the environment (CEQA Guidelines Section 15061(b)(3)) and is not considered a project pursuant to CEQA Guidelines Section 15378(b)(4) because 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

One of the most frequent types of non-emergency calls for service received by the Sunnyvale Department of Public Safety is the request to abate abandoned vehicles. In addition, abandoned vehicle complaints represent the highest percentage of Access Sunnyvale service requests. Abatement involves the removal of wrecked, dismantled, or inoperative vehicles which have been abandoned on both public and private property. Unless removed, these vehicles pose a health and safety hazard and are a public nuisance.

Adoption of a Resolution by the City Council is required for overall continuation of the AVASA Program and for the City's continued participation in the program.

The County of Santa Clara and 15 cities and towns are currently participating in this program. Adoption of this resolution would reauthorize the City's participation in the AVASA Program until April 30, 2032.

The AVASA Board of Directors is attempting to get all resolutions adopted and provide certified copies to the California Department of Motor Vehicles in Sacramento no later than August 1, 2021. This would assure a seamless transition of the AVASA Program beyond the current sunset date of March 31, 2022. There are approximately 39 other counties that will also be seeking continuation of their respective programs during this same time period.

FISCAL IMPACT

This program provides State reimbursement for ongoing abatement costs that would otherwise be carried by the City for vehicle abatement. The reimbursement amount fluctuates with changes in the total number of vehicles and changes in the local population.

Over the last ten years (FY2010/11 - FY2019/20), City staff have abated 21,845 vehicles and collected \$1,687,675 from AVASA for expenses related to the removal of abandoned, wrecked, dismantled, or inoperative vehicles from public and private property. Countywide, 167,832 vehicles were abated during the same period.

During FY2019/20, \$180,669 was received by the City from AVASA program activities. The AVASA reimbursement is incorporated in the budget annually and a \$123,118 reimbursement has been included in the FY2021/22 budget plan. The reimbursement amount is sufficient to cover the direct costs of vehicle abatement.

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 Authorizing Participation in the Santa Clara County Abandoned Vehicle Abatement Authority for an Additional Ten Years and Continue Collection of a One Dollar Fee to Fund the Authority.

Prepared by: Elaine Ketell, Senior Management Analyst

Reviewed by: Steve Drewniany, Deputy Chief, Department of Public Safety

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

Reviewed by: Jaqui Guzmán, Deputy City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Santa Clara County Resolution BOS-2021-80
2. Proposed Resolution

**RESOLUTION OF THE SANTA CLARA COUNTY BOARD OF SUPERVISORS
REGARDING THE SANTA CLARA COUNTY
ABANDONED VEHICLE ABATEMENT SERVICE AUTHORITY**

WHEREAS, California Vehicle Code Sections 9250.7 and 22710 provide for the establishment of a service authority, comprised of the County and Cities and authorized to receive State reimbursement, for abandoned vehicle abatement, and the imposition of a one-dollar (\$1.00) surcharge on vehicle registration fees in the County (the Fee), if the County Board of Supervisors, and the majority of the cities within the County, adopt resolutions supporting such action. The service authority shall be staffed by existing personnel from the County, cities, or County Transportation Commission, and adopt an ordinance establishing procedures for the abatement, removal, and disposal, as a public nuisance, of abandoned, wrecked, dismantled, or inoperative vehicles, or parts of vehicles, from private or public property and for the recovery of costs associated with the enforcement of the ordinance; and

WHEREAS, in June 2011, the Board of Supervisors adopted a Resolution approving the County's continued participation in the Santa Clara County Abandoned Vehicle Abatement Service Authority (AVASA) and the imposition of the Fee; and

WHEREAS, pursuant to applicable law, the imposition of the Fee was limited to a period of ten years and is set to expire on April 30, 2022; and

WHEREAS, state law permits the Fee to be extended in ten-year increments, if the County Board of Supervisors, by a two-thirds vote, and a majority of the cities having a majority of the incorporated population within the County, adopt resolutions providing for the extension of the Fee; and

WHEREAS, the Board of Supervisors of the County of Santa Clara finds that abandoned vehicles pose a health and safety hazard and are a public nuisance; and

WHEREAS, the Board of Supervisors, because of the inherent cost savings, desires to continue participating in the AVASA Program.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors desires that a Service Authority for abandoned vehicle abatement be continued in Santa Clara County pursuant to the provision of Section 22710 of the California Vehicle Code.

BE IT FURTHER RESOLVED, that the Board of Supervisors desires that the County of Santa Clara continue to participate in the Service Authority.

Adopted: 06/08/2021

106257

JUN 08 2021

BE IT FURTHER RESOLVED, that the Board of Supervisors approves continuing the imposition of a one-dollar (\$1.00) Vehicle Registration Fee to remain in effect for a period of ten years from the inception of the date the actual collection of the fee commences.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California on JUN 08 2021 by the following vote:

AYES: CHAVEZ, ELLENBERG, LEE
SIMITIAN, WASSERMAN

NOES: NONE

ABSENT: NONE



Mike Wasserman, President
Board of Supervisors

Signed and Certified that a copy of this document
has been delivered by electronic or other means to
the President, Board of Supervisors.

ATTEST:



Megan Doyle, Clerk
Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:



Christopher Capozzi
Deputy County Counsel

DRAFT 6/30/2021 AMA

RESOLUTION NO. _____

**RESOLUTION OF THE COUNCIL OF THE CITY OF
SUNNYVALE AUTHORIZING CONTINUED
PARTICIPATION IN THE SANTA CLARA COUNTY
ABANDONED VEHICLE ABATEMENT SERVICE
AUTHORITY, EXTENDING THE COLLECTION OF THE
ONE DOLLAR (\$1.00) REGISTRATION FEE TO FUND
THE PROGRAM FOR A PERIOD OF TEN YEARS FROM
MARCH 31, 2022 TO APRIL 30, 2032, AND AUTHORIZING
THE CITY MANAGER TO EXECUTE THE AGREEMENT
FOR SANTA CLARA COUNTY ABANDONED VEHICLE
ABATEMENT SERVICE AUTHORITY**

WHEREAS, Chapter 9.24 of the Sunnyvale Municipal Code pertains to the abatement of abandoned vehicles; and

WHEREAS, California Vehicle Code section 9250.7 and 22710 authorizes the establishment of a service authority for the abatement of abandoned vehicles in Santa Clara County and the imposition of a one dollar (\$1.00) vehicle registration fee, if the Board of Supervisors, by a two-thirds vote, and a majority of the cities having a majority of the incorporated population within the County have adopted resolutions providing for the establishment of the authority and the imposition of the fee; and

WHEREAS, the establishment of a service authority makes funding available to the City for abatement activities through the imposition of a one dollar (\$1.00) per vehicle annual registration fee on all vehicles registered in Santa Clara County; and

WHEREAS, in 1991, Santa Clara County established the Santa Clara County Abandoned Vehicle Abatement Service Authority (“AVASA”) program and the Sunnyvale City Council adopted Resolution No. 199-91 on October 29, 1991 authorizing the City of Sunnyvale’s participation in the program and collection of the one dollar vehicle registration fee by the California Department of Motor Vehicles; and

WHEREAS, on January 15, 2002, the Sunnyvale City Council adopted Resolution No. 103-02 authorizing the City of Sunnyvale’s continued participation in the AVASA Program for a 10-year period from April 1, 2002 through March 31, 2012; and

WHEREAS, on August 9, 2011, the Sunnyvale City Council adopted Resolution No. 494-11 authorizing the City of Sunnyvale’s continued participation in the AVASA Program for a 10-year period from March 31, 2012 through April 30, 2022; and

WHEREAS, the City of Sunnyvale desires to continue participation in the AVASA program which provides an efficient and cost-effective method of removing abandoned vehicles from city streets and private property within the City and addressing public nuisances posed by abandoned, inoperable, wrecked and dismantled vehicles; and

WHEREAS, the number of vehicles abandoned on public and private property is constantly increasing, and it is increasingly difficult for the City to sufficiently fund programs to abate abandoned vehicle nuisances; and

WHEREAS, participation in the Service Authority, including the imposition of the one dollar (\$1.00) per vehicle annual registration fee, would substantially benefit the public at large and the residents of the City.

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

1. The Sunnyvale City Council approves the City's continued participation as a member agency, with other jurisdictions with the County of Santa Clara, in the Santa Clara County Abandoned Vehicle Abatement Service Authority. The City intends to participate for another ten-year period effective March 31, 2022 through April 30, 2032.

2. The Sunnyvale City Council approves the extension of the one dollar (\$1.00) vehicle registration fee collected by the California Department of Motor Vehicles pursuant to Sections 9250.7(g) and 22710 of the California Vehicle Code for a ten-year period effective March 31, 2022 through April 30, 2032.

3. The City Manager is authorized to execute the Agreement for Santa Clara County Abandoned Vehicle Abatement Service Authority and any other such Resolutions/Santa Clara County Abandoned Vehicle Abatement Service Authority documents or agreements as are necessary to perform the obligations and duties set forth in the Service Authority Agreement.

4. The City Manager is authorized to appoint the City's representatives to the Service Authority and/or its Board of Directors as are provided in the Agreement.

5. City staff as selected by the City Manager or designated representative is hereby directed to perform such services and undertake such actions as are authorized by the Agreement and as may be required for the formation and administration of the Service Authority.

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

21-0719

Agenda Date: 7/13/2021

SUBJECT

Adopt Ordinance No. 3178-21 to Amend Chapter 19.67 (Below Market Rate Ownership Housing) of Title 19 of the Sunnyvale Municipal Code to Modify the Inclusionary Housing Program

BACKGROUND

The attached Ordinance was introduced at a regular meeting of the City Council held on June 29, 2021 with the following vote: 7-0

RECOMMENDATION

Adopt Ordinance No. 3178-21 to amend Chapter 19.67 (Below Market Rate Ownership Housing) of Title 19 of the Sunnyvale Municipal Code to modify the Inclusionary Below Market Rate Ownership Housing Program.

ORDINANCE NO. 3178-21

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 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).

(l) [Text Unchanged; Renumbered]

(m) “Moderate income household” 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).

(n) – (o) [Text Unchanged, Renumbered]

19.67.030. Applicability.

(a) Projects with Seven or More Units. This chapter applies to any project that would create 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 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 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 August 12, 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.

19.67.050. Below market rate ownership housing (BMR) requirement.

(a) Inclusionary Requirement. At least 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-half BMR units, the applicant may develop one BMR unit and pay a fee for the remaining one-half 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 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.

19.67.060. Density bonus.

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.

19.67.070. Development standards.

BMR units are subject to the following development standards:

(a) Location. BMR units shall be distributed evenly throughout the project. 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.

(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 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.

19.67.080. 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 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 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 Guidelines; and

(3) – (4) [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 Guidelines;

(2) Priority to Purchase. Applicants who reside or are employed within Sunnyvale city limits at the time of application shall be considered a priority one buyer 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 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 (Inclusionary 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.

19.67.090. 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 ("Agreement") with the city.

(b) Agreement Provisions. The Agreement 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 Agreement;

(2) – (6) [Text Unchanged]

(7) Amendments. Major amendments to the Agreement, including any proposal to change any approved alternatives shall be reviewed by the decision-making body. Minor amendments to the Agreement may be reviewed by the director. Upon approval, a new Agreement containing the amendments shall be executed and recorded.

19.67.100. 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 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 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 Agreement.

(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 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 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 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.

19.67.110. 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 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 Guidelines if the city had purchased the unit on the date of the loss; and

(2) [Text Unchanged]

19.67.120. 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.

19.67.130. 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) Misdemeanor Violation. Any violation of this chapter by a person, firm, or corporation, whether as principal or agent may be prosecuted as a misdemeanor. Each offense may 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 (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, as applicable, during the period of time for which the individual seeks reimbursement of the excess costs.

(d) Fines. If it is determined that 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.

(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



City of Sunnyvale

Agenda Item

21-0497

Agenda Date: 7/13/2021

SUBJECT

Adopt Ordinance No. 3179-21 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

BACKGROUND

The attached Ordinance was introduced at a regular meeting of the City Council held on June 29, 2021 with the following vote: 7-0

RECOMMENDATION

Adopt Ordinance No. 3179-21 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.

ORDINANCE NO. 3179-21

**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

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
Selenium	1.0 mg/l
Silver	0.2 mg/l
Total toxic organics ²	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.

²Total toxic organics, as defined under 40 CFR Part 413.02(i), but excluding phenolic compounds.

(d) [Text unchanged]

(e) [Text unchanged]

SECTION 2. CEQA. 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.)

SECTION 3. 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 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 of a notice once in The Sunnyvale Sun, the official newspaper for publication of legal notices of the City of Sunnyvale, setting forth the date of adoption, the title of this ordinance, and a list of places where copies of this ordinance are posted, within fifteen (15) days after adoption of this ordinance.

Introduced at a regular meeting of the City Council held on _____, 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

21-0074

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Housing Strategy Implementation: Consider Draft Mobile Home Park Memorandum of Understanding

BACKGROUND

On October 13, 2020, Council approved the final 2020 Housing Strategy (RTC No. 20-0809). The Housing Strategy resulted in thirteen new policy recommendations called “strategies” and the City Council prioritized the strategies by categorizing each strategy as Tier 1, Tier 2, or Tier 3. Tier 1 strategies are to begin implementation in FY 2020/21, Tier 2 in FY 2021/22, and Tier 3 strategies are to be implemented as time and funding allows.

Mobile home park policy was one of the main features throughout the Housing Strategy and resulted in the most outreach events and most feedback from the community. The Housing Strategy considered two options for rent stabilization: a formal Rent Stabilization Ordinance or a Memorandum of Understanding (MOU)/Accord; the City Council ranked the MOU/Accord Tier 1. Due to the Council and community interest, work began immediately on next steps.

On December 8, 2020, the Council approved the MOU Scope of Work and budget associated with hiring BAE Urban Economics and Goldfarb and Lipman as consultants to lead the MOU process. Official negotiations on the MOU began on January 14, 2021.

Stakeholders

The City established two stakeholder groups for the MOU discussions. Together, these two stakeholder groups make up the MOU Working Group.

- Mobile Home Park Owners and/or Representatives
 - Thirteen seats were made available for the owner or their representative of each mobile home park in Sunnyvale. As some companies own or operate multiple parks, there are a total of eleven stakeholders on the Owner Stakeholder Group.
 - On April 20, 2021, Council directed that rental mobile home parks can be excluded for the MOU; therefore, three owner stakeholders no longer participated in the final MOU discussions.
- Mobile Home Park Residents
 - Thirteen seats were made available for residents interested in representing the mobile home park they reside in. As Sunnyvale Mobile Home Park Alliance (SMHPA) is the only operating park resident group in Sunnyvale, City staff asked the SMHPA Board of Directors to lead the process in recruiting park residents. Twelve residents and the attorney advising the SMHPA Board make up the Resident Stakeholder Group. The twelve residents represent eight of Sunnyvale’s thirteen parks. All mobile home park

residents were invited to participate; the group is essentially self-selected by interested residents.

- The Resident Stakeholders Group also communicates with the greater mobile home park resident population through social media, the SMHPA website, and general membership meetings. To date, nearly all stakeholders have attended all their designated meetings. While there has been lesser involvement from residents of a couple of parks, the progress being made is still substantial.

MOU Meetings

A total of thirteen private meetings have taken place since the kick-off meeting on January 14, 2021; seven MOU Working Group meetings and three meetings each with the Resident Stakeholders and Owner Stakeholders individually.

Final Term List

Below are the terms identified by the stakeholders and the City Council. The positions to each term are available to review in Attachment 2.

**Note that the starred items below were mandated to be in the MOU by the Council in October 2020.*

- Annual Rent Increase*
 - Includes Minimum and Maximum
- Rent Increase on Unit Turnover*
- Capital Projects/Investments
 - Provisions for Capital Replacements
 - Provisions for Capital Expenses Already Underway
 - Provisions for New Capital Investments/Projects*
 - Disappearing Amenities/Services
- Other Pass Throughs
 - Property Tax*
 - Disaster-Related Costs
 - Government Mandated Costs
- Retroactivity of Agreement*
- Continued Communication and Updates
- Dispute Resolution
- Safety Net Program
- MOU Effect on Subsequent Park Owners (i.e. Land Recordation)
- Duration of MOU
- Exclusions
 - Mobile Home Units Owned by Park (i.e. renter occupied, rental units)
 - Excluded by Council on April 20.
 - Mobile Home Units Not Primary Residence (i.e. second home)

Public Hearings to Date

Staff presented an update on the MOU to the Council on April 20 (RTC No. 21-0066) to comply with the six-month check in requirement of the MOU. During that meeting, the Council confirmed sufficient progress had been made (to date) and directed staff to finalize the MOU rather than changing course

to a Rent Stabilization Ordinance (RSO). In addition, Council also provided direction for staff to remove rental occupied parks (i.e., Aloha, Ranchero, and Thunderbird) from the MOU.

The Housing and Human Services Commission received an update on the MOU at their June 23 meeting (Report No. 21-0073). While the draft MOU was not ready in time for the Commission to make a formal recommendation to Council, the Commission provided general feedback to staff and the Council; meeting minutes can be found in Attachment 3. Note that in the report to the Housing and Human Services Commission staff incorrectly stated the residents' proposal.

EXISTING POLICY

General Plan: 2015-2023 Housing Element

GOAL HE-1 ADEQUATE HOUSING - Assist in the provision of adequate housing to meet the diverse needs of Sunnyvale's households of all income levels.

GOAL HE-2 ENHANCED HOUSING CONDITIONS AND AFFORDABILITY - Maintain and enhance the conditions and affordability of existing housing in Sunnyvale.

- **Policy HE-2.6** Preserve Sunnyvale's mobile home parks as an affordable housing option. Maintain at least 400 acres of mobile home park zoning

ENVIRONMENTAL REVIEW

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

DISCUSSION

Since the April 20 MOU update to the City Council, staff has worked closely with the stakeholders to identify the outstanding terms that the parties were still not in agreement on and worked to bring them closer to agreement. Main conversations in the past months have occurred around Annual Rent Increases and Rent at Turnover ("Vacancy Control"). Significant work and progress have been made to date with both stakeholders carefully analyzing impacts of these terms and presenting best and final offers to staff.

The Council exempted the three parks from participation in the MOU where the mobile homes are 100% owned by the owners of the mobile home park and the occupants of the mobile home have no ownership interest in the mobile home park or residence. Both the Owner and Resident stakeholder groups agreed that these three parks should not be included in the MOU. It should be noted that statewide rent control laws do not apply to mobile homes that are rented.

A MOU Committee consisting of two representatives from the Resident Stakeholder group and two representatives from the Owner Stakeholder group have participated with staff and legal counsel in the drafting and review of the MOU.

Draft MOU and Final Proposals

With considerable progress made, and numerous compromises made by both stakeholder groups, the Draft MOU, seen in Attachment 1, identifies the ability for the two stakeholder groups to find

majority agreement in the fifteen overall terms. There are however, minor remaining items where no agreement was made. For this reason, the MOU has been drafted with a staff recommended compromise between the Resident and Owner final positions; staff finds this compromise to be appropriate for the final MOU and is outlined below. During the preparation of this staff report the Residents and Owners continued to discuss potential terms and provisions of the MOU.

The most recent proposals for these terms and staff's recommended compromise are as follows:

- Majority Owners' Proposal
 - **Annual Rent:** 75% CPI-U for SF Bay Area with a 3% floor and no ceiling.
 - **Rent at Turnover:**
 - 5% increase during the first year of the MOU;
 - 10% increase during the second year of the MOU; and
 - 15% increase during the third year of the MOU and beyond.
 - Plaza Del Rey agrees to cap rent increase to \$2,250/mo. indexed to annual rent increases
 - Increase allowable once every 24 months
 - **Term:** 20 years
- Residents' Proposal
 - **Annual Rent:** 75% of CPI-U for SF Bay Area; 3% Floor, No Ceiling.
 - **Rent at Turnover:**
 - **Option 1:**
 - 5% increase during the first year of the MOU;
 - 10% increase during the second year of the MOU; and
 - 15% increase during the third year of the MOU and beyond.
 - *If Plaza Del Rey agrees to cap rent increase to \$2,250/mo.*
 - **Option 2:**
 - 5% increase during the first year of the MOU; 10% increase during the second year of the MOU; and 12% increase during the third year of the MOU and beyond.
 - Increase allowable once every 24 months
 - **Term:** 10 years
- Staff Compromise Recommendation
 - **Annual Rent:** 75% CPI-U for SF Bay Area with a 3% floor and no ceiling.
 - **Rent at Turnover:**
 - 5% increase during the first year of the MOU;
 - 10% increase during the second year of the MOU; and
 - 15% increase during the third year of the MOU and beyond.
 - Plaza Del Rey agrees to cap rent increase to \$2,250/mo. indexed to annual rent increases
 - **Term:** 20 years

As the Resident Stakeholders are not a formal signing party to the MOU, Council has the authority to approve the MOU with the final terms proposed by the Owner Stakeholders, rather than staff's compromise to ensure all owners will sign the MOU.

With the proposed draft MOU as seen in Attachment 1, it is important to note that only the majority of mobile home park Owners have agreed to sign and participate in the MOU with these terms. However, should any owners decide to no longer sign the MOU based on these final terms, staff can proceed with an RSO that would be more restrictive than the MOU would be. An RSO would be prepared in the immediate future and could be applied only to parks that were not covered by an MOU.

Rent Stabilization Ordinance

Should the Council find that the draft MOU does not achieve the Council's policy goals, or find that the lack of agreement on the final term cannot be resolved, the Council has the ability to direct staff to abandon discussions to finalize the MOU and instead prepare a Rent Stabilization Ordinance (RSO) for its consideration. This option was outlined in the Housing Strategy.

FISCAL IMPACT

Currently, long-term costs associated with a MOU are not expected to be significant. Staff time will be required at the beginning to support the outreach and education after signing of the MOU and to participate in the Continued Communication and Updates (See Section 8 of the MOU). In subsequent years staff would be available for questions; however, any major disagreement would be sent to mediation (a service paid for by the City) or if not resolved to the City Manager's designee for final dispute resolution. Exact costs are still to be finalized, likely much less than \$20,000 annually, and can be absorbed by existing budget and staffing. Should an additional RSO be required if not all owners sign the MOU, this cost would be absorbed in the Housing Division's legal expense operating 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 Office of the City Clerk, and on the City's website.

ALTERNATIVES

1. Authorize the City Manager to Execute the Sunnyvale Mobile Home Park Memorandum of Understanding, in substantially the same form as Attachment 1 to the report, accepting the Majority of Owner Stakeholder final positions.
2. Authorize the City Manager to Execute the Sunnyvale Mobile Home Park Memorandum of Understanding, in substantially the same form as Attachment 1 to the report, accepting the Resident Stakeholder final positions.
3. Authorize the City Manager to Execute the Sunnyvale Mobile Home Park Memorandum of Understanding, in substantially the same form as Attachment 1 to the report incorporating staff's compromise terms; and authorize staff to prepare a Rent Stabilization Ordinance for any Owner who does not sign the final MOU.
4. Take no action on the Sunnyvale Mobile Home Park Memorandum of Understanding and direct staff to continue discussions for a specified length of time to attempt to reach agreement on the outstanding terms by the stakeholder groups.
5. Direct staff to abandon discussions related to the Sunnyvale Mobile Home Park Memorandum of Understanding and direct staff to begin drafting a Rent Stabilization Ordinance.

STAFF RECOMMENDATION

Alternative 3: Authorize the City Manager to Execute the Sunnyvale Mobile Home Park Memorandum of Understanding, in substantially the same form as Attachment 1 to the report, incorporating staff's compromise terms; and authorize staff to prepare a Rent Stabilization Ordinance for any Owner who does not sign the final MOU.

The Sunnyvale Mobile Home Park Accord (MOU) has been drafted with a compromise by staff between the Resident's and Owner's most recent proposals. Both stakeholder groups have made numerous concessions over the past several months and have come to agreement on most key items. While staff excluded two aspects of the Resident position requesting turnover increases once every 24-months and a 20-year term, the turnover circumstance is rare. It is staff's understanding that the compromised terms will allow the majority of owners to sign the MOU and allow residents to start receiving benefits immediately upon execution of the MOU.

Due to the unknown amount of owners who will execute an MOU with staff's compromised terms, staff is further recommending that Council authorize staff to establish a rent stabilization ordinance (RSO) in the near future to provide rent protection for mobile home residents (who own their mobile home) in any park whose owner does not sign the MOU.

Prepared 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. Draft Sunnyvale Mobile Home Park Memorandum of Understanding (MOU)
2. Final MOU Term Sheet
3. Excerpt Draft Minutes from the June 23, 2021 Meeting of the Housing and Human Services Commission (HHSC)

RECORDING REQUESTED
BY:

CITY OF SUNNYVALE

WHEN RECORDED MAIL
TO:

CITY OF SUNNYVALE

Fee Exempt: Government Code Section 27383

**ATTN: COMMUNITY
DEVELOPMENT
DEPARTMENT**

APN:

**MOBILEHOME PARK MEMORANDUM OF UNDERSTANDING
AND DECLARATION OF RESTRICTIVE COVENANTS**

THIS MOBILEHOME PARK MEMORANDUM OF UNDERSTANDING AND DECLARATION OF RESTRICTIVE COVENANTS (the "MOU ") is entered into as of _____, 2021 ("Effective Date") by and among the CITY OF SUNNYVALE (the "City"), a California chartered municipal corporation, and the owners ("Owners") of the mobile home parks ("Parks") identified on Exhibit A. Each individual Owner of a park will execute an identical version of the MOU. This copy of the MOU is executed by the Owner of that Park commonly known as:

[name of mobile home park ("**Park**")]

RECITALS

A. The City adopted a Housing Strategy in October 2020 that addressed a variety of housing issues confronting the City. The goal of the strategy is to identify potential improvements to existing housing programs and as well as approaches to increase the affordable housing stock and improve housing affordability in the City, including the preservation of mobile home parks as an important housing resource to the City.

B. Mobile homes account for 6.3% of the City's housing stock. Based on American Community Survey data, residents of mobile homes tend to have high homeownership rates while also having incomes that on average are significantly below the City average incomes suggesting that mobile homes provide a relatively affordable home ownership option.

C. It is uncommon for mobile homes, once placed in a mobile home park, to be moved due to the high moving costs and the lack of alternative sites. The immobility of

mobile homes coupled with the cost of purchasing the mobile home makes unexpected space rent increases particularly harmful to mobile home residents.

D. The City desires to protect the Homeowners from unreasonable space rent increases while at the same time recognizes the need for mobile home park Owners to receive a just and reasonable income sufficient to cover the operating costs and receive a reasonable return on investment.

E. The Housing Strategy identified as a priority strategy the negotiation of a memorandum of understanding/accord pursuant to which park owners would voluntarily regulate annual rent increases, rent increases upon sale of the mobile home, pass through of certain costs and other matters to provide certainty to homeowners and mobile home park owners. The memorandum of understanding/accord is an alternative to the City adopting a rent stabilization ordinance.

F. The City has facilitated discussions between the Owners and Homeowners to determine the terms of the MOU holding approximately fifteen meetings that included separate meetings with the Owners and the Homeowners as well as joint meetings with all stakeholders.

G. The Owners contend that as many as 80% of the mobile home spaces in Sunnyvale are subject to long term leases that extend beyond January 1, 2025 which under current Civil Code Section 798.17 would be exempt from any local rent stabilization ordinance until at least January 1, 2025.

H. Each Owner has independently established rents at its Park, including the rent each Owner charges following a change in tenancy at its Park. Once rented to a new tenant, all or most of the Owners have kept their rents at below market rates, especially those spaces that are occupied by long term residents. All or most of the Owners intended to increase those rents to market when the current resident moved out and a new tenant moved in.

I. The Owners contend that if a rent stabilization ordinance were enacted, some or all of the Owners would have the right to apply for a "Vega adjustment" to increase below market rents to reflect general market conditions and that the Owners would have a right to apply for individual rent increases as necessary to maintain a fair return on the Parks.

J. In order to avoid the negative consequences of a rent stabilization ordinance, including potential costly litigation and to maintain cordial relationships with their tenants, the Owners have agreed to attempt to negotiate a memorandum of understanding with the City that will (1) apply the provisions of this MOU to all existing tenants including amending the rent increase provisions in any existing long term lease to conform to the terms of this MOU; and (2) waive any right an Owner would have had under a rent stabilization ordinance to apply for a Vega adjustment or an individual rent increase to maintain a fair return.

K. This MOU: (1) is intended to operate as an alternative to a rent stabilization ordinance; (2) avoid excessive rent increases for the spaces in the Parks; and (3) is intended by the City to provide the Owners with the opportunity to receive a reasonable return on their investment in the parks.

L. The City and Owners intend that this MOU will govern the Parks and the rights of the Owners and Homeowners in those Parks (who are third party beneficiaries) during the Term, and provide protections and benefits to the Owners and Homeowners of those Parks. The real property comprising the above-named Park is set forth in Exhibit C and this MOU shall be recorded against that real property until such time as this Agreement expires or terminates.

M. The City and the Owners agree that these Recitals are for informational purposes only and that in the event of any future dispute between the City and one or more Owners, these Recitals shall not be binding. However, in the event of such a dispute, nothing herein shall preclude either the City or the Owner from presenting evidence to prove the existence of any fact in these Recitals.

AGREEMENT

NOW, THEREFORE, for the consideration of the mutual benefits, promises, and other valuable consideration identified herein, the receipt of which is hereby acknowledged, City and Owner agree as follows:

1. DEFINITIONS

- a. **"Anniversary Date"** means the calendar date of the last Base Rent increase for a Space at the Park prior to the Effective Date of this MOU. For example, if the Base Rent for a Space at the Park was last increased on December 1, 2020, the Anniversary Date for that Space during the term of this MOU will be December 1.
- b. **"Base Rent"** shall be the rent for each space in the Park occupied by a Homeowner exclusive of utilities and other separate itemized charges in effect pursuant to any lease or rental agreement between the Homeowner and the Owner as of the Effective Date of this MOU, as adjusted by any Base Rent Increase allowed under this MOU during the term of this MOU.
- c. **"Capital Improvement"** means any improvement other than one made for purposes of maintenance and repair completed after the Effective Date, which materially adds to the value of the Park, which primarily benefits the residents and which is permitted to be amortized over the useful life of the improvement under the U.S. Internal Revenue Code or under generally accepted accounting principles.
- d. **"Capital Replacement"** means replacement of a previous capital improvement which is completed after the Effective Date, which qualifies under the U.S. Internal Revenue Code and applicable regulations, as a capital

improvement and does not constitute maintenance and repair. Capital Replacements shall not include replacements of the gas or electric systems serving the Park but shall include replacements to the water and sewer systems.

e. **"CPI"** means the Consumer Price Index -All Urban Consumers for the San Francisco/Oakland/Hayward region, published by the United States Department of Labor, Bureau of Labor Statistics. If the 1982-84 base period or the CPI is changed during the term of this MOU, the CPI used shall be converted according to any conversion factor provided by the Bureau of Labor Statistics. If the CPI is discontinued then any successor Consumer Price Index of the United States Bureau of Labor Statistics, or successor agency thereto, which includes Santa Clara County shall be used, unless there is a successor index that includes City of Sunnyvale, in which case the successor index that includes the City of Sunnyvale shall be used.

f. **"Disaster Related Event"** shall mean a sudden event resulting from earthquake, fire, flood, or other natural occurrence over which the Owner has no reasonable control, and which was not caused by the Owner's acts or negligence.

g. **"Effective Date"** means the date of this MOU set forth on page 1.

h. **"Government Fees and Assessments"** shall mean any fee, assessment or other charge imposed by the City, the County of Santa Clara, the state or federal government upon the Park or the Space and shall include any monetary amounts assessed against the Owner for non-real estate (i.e., non-Property) taxes, fees, assessments, bonds, or bond-related costs required or mandated by any governmental body or agency, including but not limited to the City of Sunnyvale, the County of Santa Clara, the State of California or the United States of America.

i. **"Homeowner"** shall have the meaning set forth in Civil Code Section 798.9.

j. **"MRL"** means the California Mobilehome Residency Law, beginning with Section 798 of the California Civil Code.

k. **"Mobile Home"** shall have the meaning set forth in Civil Code Section 798.3.

l. **"Prime Rate"** shall mean the prime rate charged by Bank of America, NT & SA to its most credit worthy borrowers.

m. **"Property Taxes"** shall mean any and all general and special real estate taxes and personal property taxes which are levied or assessed against the Park. Property taxes shall include any tax or excise on rents, or any other tax, however described, which is levied or assessed against the Park as a direct substitution, in whole or in part, for any real property taxes.

n. **"Space"** shall mean a space or lot in the Park rented to a Homeowner and upon which is located a Mobile Home.

o. **"Transfer"** means any transfer of legal title or ownership to a Mobile Home except for the following:

(1) The transfer of a Mobile Home to the surviving joint tenant by devise, descent, or operations of law on the death of the joint tenant;

(2) A transfer of the Mobile Home to the spouse or domestic partner of the Homeowner;

(3) A transfer of the Mobile Home resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse becomes the owner of the Mobile Home;

(4) A transfer to an inter vivos trust in which Homeowner is and remains the trustee or beneficiary and occupant of the Mobile Home; and

(5) A transfer to a person who does not qualify as a "homeowner" for purposes of the MRL and who does not have, and/or will not receive a "tenancy" in the Park for purposes of the MRL.

2. SUPPLEMENTAL LEASE AGREEMENT.

a. Obligation to Make Offer. Except as provided below, Owner shall, within thirty (30) days of the Effective Date of the MOU, offer all existing Homeowners an amendment to their existing lease or rental agreement consistent with the terms of this MOU and substantially in the form set forth in the Model Supplemental Lease Agreement Addendum attached hereto as Exhibit B and made a part hereof by this reference, which upon acceptance by the Homeowner will amend any existing lease or rental agreement covering the Homeowner's space in the Park. If the Homeowner fails to sign the Model Supplemental Lease Agreement Addendum within sixty (60) days after the date upon which a copy is delivered by the Owner, the Owner may continue to enforce the terms of any existing rental agreement or lease for the Space. Owner shall deliver with the Model Supplemental Lease Agreement Addendum any informational material prepared by and provided to the Owner by the City explaining the terms of this MOU or the Model Supplemental Lease Agreement Addendum provided such materials are clearly identified as being prepared by the City and do not constitute any representation of the Owner.

b. During the term of this MOU a rental agreement containing terms consistent with the Model Supplemental Lease Agreement Addendum shall be offered to all existing Homeowners upon expiration of the existing lease or

rental agreement and to all prospective Homeowners prior to occupying a Space in the Park.

c. Exceptions to Obligation to Make Offer. Park owned Mobile Homes are exempt from this MOU. Accordingly, Owner is not obligated to offer a Model Supplemental Lease Agreement Addendum for any tenancy of a Mobile Home owned by the Owner.

d. Alternative Lease Forms Permitted. In addition to and along with the Model Supplemental Lease Agreement Addendum, the Owner may offer any alternative form of rental agreement permitted under the MRL, provided that (1) the Owner provides a written plain language summary of this MOU prepared by the City that explains the terms of this MOU, (2) the alternative lease agreement contains the same Homeowner protections included in the Model Supplemental Lease Agreement Addendum; and (3) the Owner allows the Homeowner at least 72 hours, or any longer period as may be required by law, to compare the terms of the Model Supplemental Lease Agreement Addendum and the terms of this MOU with any alternative form of rental agreement, and to accept or reject the Model Supplemental Lease Agreement Addendum. Owner shall provide the City with a copy of any alternative lease agreement no later than ten (10) days after receiving a written request from the City to do so.

3. ANNUAL BASE RENT INCREASE.

On the first Anniversary Date during the term of this Agreement, and on each and every Anniversary Date thereafter, the Owner may increase the then existing Base Rent by the greater of seventy five percent (75%) of the increase in the CPI, or three percent (3%), using the most recently published CPI data for the twelve month period prior to the notice of rent increase ("**Annual Base Rent Increase**").

4. INCREASE TO BASE RENT UPON TRANSFER.

Owner shall only increase the Base Rent for any Space upon Transfer of the Mobile Home by the Homeowner as set forth below:

a. If the Transfer occurs on or before the first anniversary of the Effective Date of the MOU, the Base Rent may not be increased more than five percent (5%) above the Base Rent in effect immediately prior to the effective date of the Transfer.

b. If the Transfer occurs after the first anniversary of the Effective Date but before the second anniversary of the Effective Date, the Base Rent may not be increased more than ten percent (10%) above the Base Rent in effect immediately prior to the effective date of the Transfer.

c. If the Transfer occurs on or after the second anniversary of the Effective Date of the MOU, the Base Rent may not be increased more than fifteen percent (15%) above the Base Rent in effect immediately prior to the effective date of the Transfer.

d. Following the second anniversary of the Effective Date of the MOU, if a Mobile Home is Transferred more than once in a twenty-four month period, Owner may only increase the then existing Base Rent upon the second Transfer in the twenty-four month period by the amount which when added to the increase imposed at the time of the immediately prior Transfer would not result in a cumulative Base Rent increase of more than fifteen percent (15%) for the Space.

e. Notwithstanding anything set forth in this Section 4, the Owner of the Plaza del Rey Mobile Home Park agrees that in no event will any Homeowner's Base Rent be increased upon a Transfer to an amount that exceeds Two Thousand Two Hundred Fifty Dollars (\$2,250) as that amount is increased each year during the Term of this MOU by the Annual Base Rent Increase amount. Nothing herein shall require the Owner of the Plaza del Rey Mobile Home Park to reduce any Base Rent that may exceed the amount set forth above.

f. Notwithstanding anything set forth in this Section 4, Owner shall not be subject to any limitation on Base Rent increases in the event of a Transfer that is the result of (1) a true vacancy, where the Homeowner voluntarily surrenders possession of the Space and removes the Mobile Home from the Park; (2) the Mobile Home being abandoned in accordance with Civil Code Section 798.61; (3) the Homeowner being evicted as evidenced by entry of a judgment or a stipulation and order in an unlawful detainer proceeding; (4) the Mobile Home being sold to a dealer as defined in Health and Safety Code Section 18002.6; or (5) the Mobile Home being repossessed by a legal owner or lien holder.

5. PASS THROUGH ADJUSTMENTS.

In addition to the increases in Base Rent authorized in Sections 3 and 4, Owner may pass through to the Homeowner the following costs ("**Pass Throughs**").

a. Government Fees and Assessments. If the cost of Government Fees and Assessments exceeds the cost for any such Government Fees and Assessments from the prior fiscal tax year by more than the annual CPI increase, the Owner may pass through such increase to the Homeowners. The amount of any Government Fees and Assessments Pass Through shall be the total annual amount of such increase in the Government Fees and Assessments divided by twelve (12) and then divided by the total number of spaces in the Park.

b. Capital Improvements. The Owner may pass through to the Homeowners, the amortized cost of any Capital Improvement, provided that such Capital

Improvement has been approved by a majority of the residents of the Park by a written ballot with each Space having one vote. The Owner shall provide the residents of the Park with at least thirty (30) days to consider the approval of the Capital Improvement. Any written ballot shall include the estimated cost of the Capital Improvement Pass Through for each resident. The amount of any Capital Improvement Pass Through shall be determined by amortizing the actual cost of the Capital Improvement plus interest at the actual rate of interest paid by the Owner for any financing associated with the Capital Improvement over the applicable amortization schedule of the U.S. Internal Revenue Code. The annual amortized amount determined in accordance with this subsection shall be divided by twelve (12) and then divided equally among all spaces in the Park. Any Capital Improvement Pass Through shall be eliminated as a rent obligation at the conclusion of the amortization period.

c. Capital Replacements. The Owner may pass through to the Homeowners the amortized cost of any Capital Replacement in accordance with the following.

(1) Prior to implementing any Capital Replacement Pass Through, except a Capital Replacement necessitated by an emergency, the Owner must: (A) provide the Homeowners with advance notice of the proposed Capital Replacement and an opportunity to comment on the need, design, and conduct of the work; (B) solicit at least two bids for the Capital Replacement work and (C) award the contract to the lowest bidder or provide an explanation to any Homeowner so requesting why the contractor without the lowest bid was selected.

(2) The amount of any Capital Replacement Pass Through, including a Capital Replacement necessitated by an emergency, shall be determined by subtracting from the actual cost of the Capital Replacement any insurance proceeds, rebates, tax credits or warranty payments received by the Owner defraying the costs of the Capital Replacement and amortizing the remaining cost of the Capital Replacement plus interest at either the actual rate of interest paid by the Owner for any financing associated with the Capital Replacement or the Prime Rate plus two percent (2%) over the applicable amortization schedule of the U.S. Internal Revenue Code. The annual amortized amount determined in accordance with this subsection shall be divided by twelve (12) and then divided equally among all spaces in the Park.

(3) Any Capital Replacement Pass Through shall be listed separately from the base rent on monthly Space rent billings and shall be eliminated as a rent obligation at the conclusion of the amortization period.

(4) Notwithstanding anything set forth above in this subsection (c), Owner shall be allowed a Capital Replacement Pass Through for Capital Replacements that were commenced and completed prior to the Effective Date, as long as (i) the Capital Replacement was completed no earlier than

six (6) months prior to the Effective Date; (ii) the cost of the Capital Replacement has not already been passed through to the Homeowners; and (iii) the Capital Replacement Pass Through amount conforms to the requirements of subsection (c)(2) above. Owner shall list in Exhibit D any Capital Replacements that were completed prior to the Effective Date that meet the criteria of this Section 5.c(4).

d. Property Tax Increases. The Owner may pass through to the Homeowners the amount by which Property Taxes increase in any given fiscal tax year by more than two percent (2%) over and above the prior fiscal tax year Property Taxes, subject to the following.

(1) A Property Tax Pass Through may be imposed in the amount of any Property Tax increase that exceeds two percent (2%) in a given fiscal tax year that is caused by an involuntary Property Tax reassessment including but not limited to a death of a person holding an ownership interest in the Park or as the result of any new general or special real estate property tax imposed by the City of Sunnyvale, the County of Santa Clara or the State of California.

(2) If the Park is sold to a third party pursuant to an arms-length transaction, the Owner may pass through to the Homeowners the increase in Property Taxes resulting from a reassessment of the Park upon such sale to the extent that such increase exceeds two percent (2%) in a given fiscal tax year, provided, however, the total amount of any Property Tax Pass Through resulting from a sale shall be phased in over five (5) years with equal increases each year until the full amount of the Property Tax Pass Through has been implemented.

(3) Owner shall not be entitled to any Property Tax Pass Through due to an increase in Property Taxes which is triggered solely by or based upon a voluntary internal reorganization resulting in a "change of ownership" or a transfer of a joint venture or partnership interest among the current persons holding an ownership interest that triggers a reassessment of the Property or the Park.

(4) All Property Tax Pass Throughs shall be divided by twelve (12) and then shall be allocated equally among all spaces in the Park.

(5) Notwithstanding anything in this MOU to the contrary, the Owner of Plaza del Rey has the right to pass through the increase in its Property Taxes that occurred prior to the Effective Date in accordance with the terms of its existing leases, without a five-year phase in. However, the Owner of Plaza Del Rey agrees that the Property Tax increase that occurred prior to the Effective Date will be phased in over five (5) years, as set forth in paragraph 5.d(2) above.

e. Emergency or Disaster Related Costs. Owner may pass through to the Homeowners any costs to repair damage to the Park arising from any Disaster Related Event in excess of the initial fifty thousand dollars (\$50,000) of such costs, provided such costs are amortized in accordance with the procedure for amortizing Capital Replacements under paragraph 5.c above and such costs are divided equally among all spaces in the Park. Any Disaster Related Event costs passed through to the Homeowners shall be net of any insurance proceeds or disaster grants or assistance received by the Owner for such costs. Owner shall not be entitled to pass through to the Homeowners any Disaster Related Event costs unless the Owner has continued to maintain throughout the term of this MOU the types and amounts of property insurance in effect on the Effective Date, if those types and amounts of property insurance are commercially available throughout the term of this MOU, at the same price in effect on the Effective Date, adjusted each year by the increase in the CPI. If those types and amounts of property insurance are not commercially available throughout the term of this MOU, at the above described price, Owner reserves the right, in its sole and absolute discretion, to purchase whatever property insurance it deems reasonable for the Park. Owner shall disclose Owner's property insurance coverage to any Homeowner so requesting, provided however, no Homeowner shall be entitled to such disclosure more than once in any twelve-month period.

f. Requirements applicable to all Pass Throughs.

(1) No Pass Through shall be implemented unless Owner gives the Homeowners at least ninety (90) days written notice of the Pass Through including documents evidencing the costs being passed through to the Homeowners and the calculations that serve as the basis for the Pass Through.

(2) Pass Throughs shall be separately itemized in the monthly space rent bills.

(3) Pass Throughs shall be considered the same as rent for purposes of the MRL, however, Pass Throughs shall not be deemed part of Base Rent for purposes of calculating the Annual Base Rent Increase pursuant to Section 3 or the increase in Base Rent upon Transfer pursuant to Section 4 above.

6. SAFETY NET PROGRAMS.

Owner agrees to implement a safety net program within the Park designed to provide relief from Annual Base Rent Increases and Pass Throughs to Homeowners that due to financial circumstances are unable to pay the increased Base Rent or Pass Throughs. The safety net program shall be summarized in a written document and at a minimum provide relief from Annual Base Rent Increases and Pass Throughs to Homeowners pursuant to the following terms and conditions:

- a. Any Homeowners with a household income at or below \$34,480 per year shall be eligible, provided household assets are at or below \$150,000, excluding the Mobile Home, furniture, and vehicles;
- b. Qualifying Homeowners would receive a rent credit for the amount of any rent increase that causes their monthly rent including all Pass Throughs to exceed one third of their household income;
- c. Qualifying Homeowners would not be required to reimburse the Owner for any rent credits received, although the qualifying Homeowner's Base Rent would be adjusted upward to account for all allowable increases under the MOU;
- d. The \$34,480 household income and \$150,000 asset amounts will be adjusted by the Annual Base Rent Increase percentage;
- e. Owner will be responsible for managing its safety net program. City shall have no responsibility for and right to manage any safety net program established by an Owner;
- f. Qualifying Homeowners must have resided at the Park for at least five (5) years to be eligible for the safety net program and, and must reapply each year they remain in the program;
- g. Participation in the safety net program can be limited for each qualifying Homeowner household at Owner's reasonable, good faith discretion, but must be provided for a minimum two (2)-year period;
- h. The number of qualifying tenants can be limited to two percent (2%) of the total number of Spaces at the Park;
- i. Items a through h represent minimum requirements, to assist the neediest Homeowners at each park. Owner is free to establish more generous guidelines but cannot be required to do so.

Owner shall provide the City with information on the Owner's safety net program at the City's request. Nothing herein shall prevent Owner from offering a safety net program that serves Homeowners not meeting the qualifications stated herein or provides greater protections to Homeowners. Nothing herein shall require Owner to provide the City with confidential financial information of any Homeowner, unless said Homeowner authorizes the release of said information to the City, in writing.

7. OWNER'S BUSINESS PRACTICES.

Each Owner hereby covenants with the City that the Owner will act in good faith in all the Owner's dealings with the Homeowners in the Park under this MOU. No Owner shall

declare a Homeowner's Space abandoned or seek to terminate a Homeowner's tenancy for purposes of obtaining a Base Rent increase or a Pass Through in contravention of this MOU.

Nothing herein shall preclude Owner from proceeding with abandonment and/or eviction proceedings to the full extent allowed by law, including, but not limited to the MRL.

8. CONTINUED COMMUNICATION AND UPDATES.

During the first two years of the term of this MOU, the Owners or their delegates agree to meet with City staff as designated by the City Manager and with Homeowner representatives to discuss any issues that may arise with regards to the implementation and interpretation of this MOU. The City shall determine the manner in which Homeowner representatives shall be chosen. The meetings shall be conducted at least twice per year during the first year of the Term of this MOU but shall be held more often if issues or concerns are raised by Homeowners or Owners that need to be addressed. If after the first two years, the Owners and the Homeowners determine that there is a need to continue meeting the Owners and the Homeowners may determine a schedule for meetings going forward. The purpose of the meeting with Owners and Homeowners is to address issues of a general and common nature related to the MOU rather than individual disputes between a Homeowner and an Owner.

9. CITY AS ENFORCEMENT AGENCY.

If any Owner fails to comply with the terms of this MOU or any Model Supplemental Lease Agreement Addendum entered into pursuant to this MOU, the City may initiate an action on behalf of the affected Homeowner or Homeowners to enforce the terms of this MOU or Model Supplemental Lease Agreement Addendum entered into pursuant to this MOU.

10. EXCEPTION FROM RENT CONTROL ORDINANCES.

Provided that the Owner is not in material breach of this MOU, and during the period in which this MOU remains in effect, the City shall not enforce or impose the provisions of any City ordinance or regulation, with respect to the amount of rent charged by Owner for occupancy of any mobile home spaces or any City adopted rent stabilization ordinance, within the Park.

11. TERM.

The term of this MOU ("**Term**") shall commence on the Effective Date and continue for a period of twenty (20) years, provided however, this MOU shall automatically be extended for successive ten (10) year periods unless one or more Owners provide written notice to the City and the Homeowners in the Owner's Park at least one hundred eighty (180) days prior to the expiration of the Term of the Owner's intent not to renew the MOU.

This MOU shall automatically terminate prior to the end of its Term with respect to any Park that is closed in accordance with federal, State, or local law, including but not limited to the Sunnyvale Municipal Code. Upon request of the Owner or a successor in interest to the Owner of a Park that is scheduled to close in accordance with law, the City and the Owner shall execute and deliver within a reasonable period of time such documents or other instruments as may be necessary to evidence the termination of this MOU with respect to the Park as of the date it closes pursuant to the MRL.

Nothing in this MOU shall preclude any Owner from closing and/or going out of business if the Park is destroyed, or substantially destroyed, by factors beyond Owner's control, including war, terrorist attack, earthquake, fire, or other acts of nature.

Nothing in this MOU shall preclude any Owner from applying for a Vega adjustment and/or a rent increase based on fair return on investment, following the termination of this MOU and/or the enactment of any rent stabilization law that supersedes this MOU, or is otherwise applicable to its park.

12. COVENANTS RUNNING WITH THE LAND; RECORDING OF MOU.

The obligations of the Owner contained within this MOU with respect to the Park are covenants running with the land to the benefit of the City and to each present or future Homeowner leasing any Space within the Park during the term of this MOU as an intended third party beneficiary to this MOU. The parties intend that these covenants touch and concern the Park, and that they shall be binding upon the Owner and all successors, heirs, and assigns of the Owner with respect to the Park during the term of this MOU. This executed and notarized MOU shall be recorded in the Official Records of the Santa Clara County Recorder's Office with respect to that real property legally described in Exhibit C. The obligations under this MOU and the covenants contained in this MOU shall terminate and cease to exist simultaneously with the termination of this MOU, at which time Owner may take any action allowed by law to remove or otherwise extinguish those covenants.

13. RESOLUTION OF DISPUTES.

a. Mediation. In the event any dispute arises between the Owner and City with respect to the enforcement of any provisions of this MOU, or between the Owner and any Homeowner who is an intended third party beneficiary with respect to the interpretation or enforcement of any provisions of this MOU, the party claiming a violation of the MOU shall give written notice to the other party specifying the nature of the dispute, and if the party claiming a violation of the MOU is a Homeowner, the Homeowner shall give written notice to both the Owner and the City. If the issue raised in the written notice is not corrected within thirty (30) days of such notice, then the Owner and City agree that the parties will first try to resolve the dispute through mediation using a third party City-funded mediation service, such as Project Sentinel, for example. Any party to mediation may propose an alternate mediation service, provided the party proposing the alternate mediation service pays the full cost of such mediation service. The parties to any such mediation shall

make a good faith effort to resolve such dispute through mediation prior to filing any action or lawsuit or seeking judicial relief, unless doing so would cause any action or lawsuit to be barred by any applicable statute of limitations, in which case a protective action may be filed, without prejudice to the continuation of the mediation.

b. Resolution of Disputes Not a Waiver of Rights or Benefits. None of the rights, liabilities, or obligations of the Owner, City, Homeowner, or prospective Homeowner to one another shall be waived, suspended, or delayed pending the recommendations of a mediator, or other person designated to administer and make recommendations under any dispute resolution proceeding of this MOU or Model Supplemental Lease Agreement Addendum. For example, during any dispute resolution proceeding, the Owner remains obligated to offer the Model Supplemental Lease Agreement Addendum under the circumstances described in this MOU, and the Homeowner remains obligated to pay any rents due.

14. GENERAL PROVISIONS.

a. Notices. All notices and other communications required or permitted under this MOU, unless otherwise expressly stated, shall be made in writing and shall be delivered to the party whom addressed by personal service or by deposit in any U.S. mail depository, first class postage paid, and shall be deemed received: (1) if personally delivered, upon the date of actual receipt by the person to receive such notice, or (2) if mailed, two business days after the date of any proof of deposit in the United States mail. Notices to any Owner shall be given to the address for such Owner listed on Exhibit A. Notices to the City shall be given to the City of Sunnyvale, 456 W. Olive Ave, Sunnyvale, CA 94086, Attention: City Manager, with a copy of such notice sent to such address to the attention of the City Attorney. The address for delivery of notices may be changed by either party by giving notice to such change to the other party in accordance with this paragraph.

b. Complete Agreement. This MOU shall: (1) constitute the parties' entire agreement, (2) merge all prior discussions and negotiations between the parties, and (3) supersede and replace all prior agreements and understandings, whether oral or written, with respect to the subject matter hereof.

c. Amendments. This MOU may not be amended, altered, or modified except by a writing signed by the City and the Owners, unless the amendment, alteration or modification impacts less than all of the Owners, in which case only the impacted Owner or Owners and the City must sign.

d. Successors and Assigns. Except as provided in paragraph h below, this MOU shall be binding upon and inure to the benefit of the parties and their prospective successors and assigns.

e. Severability. If any portion of this MOU shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining portions of this MOU shall remain in effect and enforceable to the fullest extent permitted by law, if such enforcement would not frustrate the overall intent of the parties as such intent is manifested by all provisions of this MOU. If the MOU or any portion of this MOU is held by a court of competent jurisdiction to be invalid, void, contrary to public policy, ultra-vires, or otherwise unenforceable (collectively, "**Impairment**") the City shall not be liable to the any Owner, any Homeowner, or anyother party in law, equity, or in an action for damages for such Impairment.

f. Extension Not a Waiver. The failure by any party or intended third party beneficiary to require strict performance of the obligations of another party to this MOU, or the failure to exercise or delay in the exercise of any power, remedy, or right provided in this MOU or otherwise available to any party or intended third party beneficiary, upon any failure of another party to perform the other party's obligations under this MOU, shall not be deemed a waiver and shall not impair or affect the right of such party or intended third party beneficiary to require strict performance and to exercise the power, remedy, or right on any other or subsequent occasion for the same or any other failure of the other party to perform its obligations under this MOU.

g. Applicable Law. This MOU shall be construed in accordance with, and governed by, the law of the State of California. Nothing herein shall preclude any party from challenging any law, on its face, or as applied, on the ground that it violates the state or federal constitution.

h. MOU Not Applicable to Resident-owned Parks. The MOU shall not apply to any resident-owned park. In the event the ownership of the Park to which this MOU applies is transferred to the residents of the Park, this MOU shall immediately and finally terminate with respect to the Park upon the effective date of the transfer of ownership. A "resident-owned" park shall mean a park in which fifty percent (50%) or more of the spaces are owned by the residents of the park, directly or indirectly, through any means of devices.

i. Exhibits. Exhibits A through D are attached hereto and are incorporated herein by this reference.

j. Execution in Multiple Counterparts. This MOU may be executed in multiple counterparts and becomes binding with respect to each Owner when originally signed by an authorized representative of the Owner and delivered to the City Manager of the City.

k. Enforcement of Rules and Regulations. Nothing in this MOU shall preclude Owner from enforcing the Park's rules and regulations that are not in conflict with this MOU.

APPROVED AND EXECUTED to be effective as of the Effective Date.

CITY OF SUNNYVALE, a chartered
municipal corporation

By: _____

By: _____
KENT STEFFENS, CITY MANAGER NAME/TITLE

ATTEST:

By: _____
DAVID CARNAHAN, CITY CLERK

APPROVED AS TO FORM:

By: _____
JOHN A. NAGEL, CITY ATTORNEY

DRAFT

**EXHIBIT A
LIST OF PARKS**

Adobe Wells

Cape Cod

Casa de Amigos

El Dorado

Fair Oaks

Fox Hollow

Mary Manor

Plaza Del Rey

Rancho La Mesa

Willow Ranch

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EXHIBIT B
FORM OF MODEL SUPPLEMENTAL LEASE AGREEMENT

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MODEL SUPPLEMENTAL LEASE AGREEMENT ADDENDUM

[Insert Name of Park Owner] ("Owner") and _____ ("Homeowner") agree as of _____, 2021 to the terms and conditions set forth in this Supplemental Lease Agreement Addendum ("Addendum") herein which amends and supplements the currently existing [Lease] or [Rental Agreement] dated _____ ("Agreement") for Space _____ ("Space") at the _____ [Insert Park] ("Park") previously entered into by the Owner and Homeowner. Homeowner is the owner of a mobile home which is located on the Space.

ACKNOWLEDGEMENT: Homeowner and Owner acknowledge and agree that this Addendum modifies the provisions of the Agreement regarding the manner in which rent increases are computed including rent increases upon Homeowner's sale of the mobile home and the amount and method by which certain costs can be passed through to the Homeowner by the Owner. This Addendum is being offered to the Homeowner by Owner in accordance with the terms of that certain Memorandum of Understanding dated _____ ("MOU") entered into by Owner with the City of Sunnyvale pursuant to which Owner agreed to certain limitations on rent increases and pass through of costs to Homeowner. In the event of any conflict between this Addendum and the MOU, the MOU shall prevail. All provisions of the Agreement not otherwise amended by the Addendum shall remain in full force and effect.

1. Definitions.

- a. **"Anniversary Date"** means _____, the calendar date of the last Base Rent increase for the Space.
- b. **"Base Rent"** means the rent for the Space exclusive of utilities and other separate itemized charges in effect pursuant to the Agreement, as adjusted by any Base Rent Increase allowed under this MOU during the term of the MOU. Base Rent as of the date of this Addendum is _____.
- c. **"Capital Improvement"** means any improvement other than one made for purposes of maintenance and repair completed after the MOU Effective Date, which (i) materially adds to the value of the Park, (ii) which primarily benefits the residents of the Park, (iii) which is permitted to be amortized over the useful life of the improvement under the U.S. Internal Revenue Code or under generally accepted accounting principles, and (iv) which has been approved by a majority of the residents in the Park pursuant to a written ballot provided to the residents at least thirty (30) days prior to the date ballots are due and with each space in the Park having one vote.
- d. **"Capital Replacement"** means replacement of an existing capital improvement which is completed after the MOU Effective Date, which qualifies under the U.S. Internal Revenue Code and applicable regulations, as a capital improvement and does not constitute maintenance and repair. Capital Replacements shall not include replacements of the gas or electric systems serving the Park but shall include replacements to the water and sewer systems.

e. **"CPI"** means the Consumer Price Index -All Urban Consumers for the San Francisco/Oakland/Hayward region, published by the United States Department of Labor, Bureau of Labor Statistics. If the 1982-84 base period or the CPI is changed during the term of this MOU, the CPI used shall be converted according to any conversion factor provided by the Bureau of Labor Statistics. If the CPI is discontinued then any successor Consumer Price Index of the United States Bureau of Labor Statistics, or successor agency thereto, which includes Santa Clara County shall be used, unless there is a successor index that includes the City of Sunnyvale, in which case the successor index that includes the City of Sunnyvale shall be used.

f. **"Disaster Related Event"** shall mean a sudden event resulting from earthquake, fire, flood, or other natural occurrence over which the Owner has no reasonable control, and which was not caused by the Owner's acts or negligence.

g. **"Government Fees and Assessments"** shall mean any fee, assessment or other charge imposed by the City of Sunnyvale, the County of Santa Clara, the state or federal government upon the Park or the Space and shall include any monetary amounts assessed against the Owner for non-real estate (i.e. non-Property) taxes, fees, assessments, bonds, or bond-related costs required or mandated by any governmental body or agency, including but not limited to the City of Sunnyvale, the County of Santa Clara, the State of California or the United States of America.

h. **"MOU Effective Date"** means _____, 2021 the effective date of the MOU.

i. **"MRL"** means the California Mobilehome Residency Law, beginning with Section 798 of the California Civil Code.

j. **"Mobile Home"** shall have the meaning set forth in Civil Code Section 798.3.

k. **"Prime Rate"** shall mean the prime rate charged by Bank of America, NT & SA to its most credit worthy borrowers.

l. **"Property Taxes"** shall mean any and all general and special real estate taxes and personal property taxes which are levied or assessed against the Park. Property taxes shall include any tax or excise on rents, or any other tax, however described, which is levied or assessed against the Park as a direct substitution, in whole or in part, for any real property taxes.

m. **"Transfer"** means any transfer of legal title or ownership to the Mobile Home except for the following:

i. The transfer of a Mobile Home to the surviving joint tenant by devise, descent, or operations of law on the death of the joint tenant;

ii. A transfer of the Mobile Home to the spouse or domestic partner of the Homeowner;

iii. A transfer of the Mobile Home resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse becomes the owner of the Mobile Home;

iv. A transfer to an inter vivos trust in which Homeowner is and remains the trustee or beneficiary and occupant of the Mobile Home; and

v. A transfer to a person who does not qualify as a "homeowner" for purposes of the MRL and who does not have, and/or will not receive a "tenancy" in the Park for purposes of the MRL.

2. **Annual Increase to Base Rent.** Homeowner shall continue to pay the Base Rent for the Space established pursuant to the Agreement as of the date of this Addendum until the Owner provides the Homeowner with a rent increase notice in accordance with Civil Code Section 798.30 but in no event shall any rent increase be effective before the Anniversary Date. As of the Anniversary Date and on each Anniversary Date thereafter, the Owner may increase the Base Rent by no more than the greater of seventy-five percent (75%) of the increase in the CPI, or three percent (3%), using the most recently published CPI data for the twelve month period prior to the notice of rent increase.

3. **Increase to Base Rent Upon Transfer.** Upon Transfer of the Mobile Home by the Homeowner, Owner may increase Base Rent as follows:

a. If the Transfer occurs on or before the first anniversary of the MOU Effective Date, the Base Rent may not be increased more than five percent (5%) above the Base Rent immediately prior to the effective date of the Transfer.

b. If the Transfer occurs after the first anniversary of the MOU Effective Date but before the second anniversary of the MOU Effective Date, the Base Rent may not be increased more than ten percent (10%) above the Base Rent immediately prior to the effective date of the Transfer.

c. If the Transfer occurs on or after the second anniversary of the MOU Effective Date, the Base Rent may not be increased more than fifteen percent (15%) above the Base Rent immediately prior to the effective date of the Transfer.

d. Following the second anniversary of the Effective Date of the MOU, if a Mobile Home is Transferred more than once in a twenty-four month period, Owner may only increase the then existing Base Rent upon the second Transfer in the twenty-four month period by the amount which when added to the increase imposed at the time of the immediately prior Transfer would not result in a cumulative Base Rent increase of more than fifteen percent (15%) for the Space.

e. **To be included in Addendum for Plaza Del Rey:** Notwithstanding anything set forth in this Section 3, the Owner agrees that in no event will Homeowner's Base Rent be increased upon a Transfer to an amount that exceeds Two Thousand Two Hundred Fifty Dollars (\$2,250) as that amount is increased each year during the Term of the MOU by the Annual Base Rent Increase amount. Nothing herein shall require the Owner to reduce any Base Rent that may exceed the amount set forth above.

f. Notwithstanding anything set forth in this Section 3, Owner shall not be subject to any limitation on Base Rent increases in the event of a Transfer that is the result of (i) a true vacancy, where the Homeowner voluntarily surrenders possession of the Space and removes the Mobile Home from the Park; (ii) the Mobile Home being abandoned in accordance with Civil Code Section 798.61; (iii) the Homeowner being evicted as evidenced by entry of a judgment or a stipulation and order in an unlawful detainer proceeding; (iv) the Mobile Home being sold to a dealer as defined in Health and Safety Code Section 18002.6; or (v) the Mobile Home being repossessed by a legal owner or lien holder.

4. **Pass Through Adjustments to Base Rent.** In addition to the increases in Base Rent authorized in Sections 2 and 3 above, Owner may pass through to the Homeowner the following costs ("Pass Throughs").

a. Government Fees and Assessments. If the cost of Government Fees and Assessments in any fiscal tax year exceeds the cost for any such Government Fees and Assessments in the prior fiscal tax year by more than the CPI increase, the Owner may pass through such increase to the Homeowner. The amount of any Government Fees and Assessments Pass Through shall be the total annual amount of such increase in the Government Fees and Assessments divided by twelve (12) and then divided by the total number of spaces in the Park.

b. Capital Improvements. The Owner may pass through to the Homeowner the actual cost of any Capital Improvement plus interest on the cost at the actual rate of interest paid by the Owner for any financing associated with the Capital Improvement amortized over the applicable amortization period in accordance with the U.S. Internal Revenue Code divided by twelve (12) and then divided by the total number of spaces in the Park. Any Capital Improvement Pass Through shall be eliminated as a rent obligation at the conclusion of the amortization period.

c. Capital Replacements. The Owner may pass through to the Homeowner the amortized cost of any Capital Replacement in accordance with the following.

i. Prior to implementing any Capital Replacement Pass Through, except a Capital Replacement necessitated by an emergency, the Owner must: (A) provide the Homeowner with advance notice of the proposed Capital Replacement and an opportunity to comment on the need, design, and conduct of the work; (B) solicit at least two bids for the Capital Replacement work and (C) award the contract to the lowest bidder or provide an

explanation to the Homeowner if the Homeowner so requests why the contractor without the lowest bid was selected.

ii. The amount of any Capital Replacement Pass Through, including a Capital Replacement necessitated by an emergency, shall be determined by subtracting from the actual cost of the Capital Replacement any insurance proceeds, rebates, tax credits or warranty payments received by the Owner defraying the costs of the Capital Replacement and amortizing the remaining cost of the Capital Replacement plus interest at either the actual rate of interest paid by the Owner for any financing associated with the Capital Replacement or the Prime Rate plus two percent (2%) over the applicable amortization period in accordance with the U.S. Internal Revenue Code. The amount of the Capital Replacement Pass Through shall be the annual amortized amount determined in accordance with this subsection divided by twelve (12) and then divided by the total number of spaces in the Park.

iii. Any Capital Replacement Pass Through shall be listed separately from the Base Rent on monthly Space rent billings and shall be eliminated as a rent obligation at the conclusion of the amortization period.

iv. Notwithstanding anything set forth above in this subsection c, Owner shall be allowed a Capital Replacement Pass Through for Capital Replacements that were commenced and completed prior to the MOU Effective Date, as long as (i) the Capital Replacement was completed no earlier than six (6) months prior to the MOU Effective Date; (ii) the cost of the Capital Replacement has not already been passed through to the Homeowners; (iii) the Capital Replacement Pass Through amount is determined in accordance with the requirements of subsection c(ii) above; and (iv) the Capital Replacement was listed in Exhibit D of the MOU between the Owner and the City.

d. Property Tax Increases. The Owner may pass through to the Homeowner the amount by which Property Taxes increase in any given fiscal tax year by more than two percent (2%) over and above existing Property Taxes, subject to the following.

i. A Property Tax Pass Through may be imposed in the amount of any Property Tax increase that exceeds two percent (2%) in a given fiscal tax year that is caused by an involuntary Property Tax reassessment including but not limited to a death of a person holding an ownership interest in the Park or as the result of any new general or special real estate property tax imposed by the City of Sunnyvale, the County of Santa Clara, or the State of California.

ii. If the Park is sold to a third party pursuant to an arms- length transaction, the Owner may pass through to the Homeowner the increase in Property Taxes resulting from a reassessment of the Park upon such sale to the extent that such increase exceeds two percent (2%) in a given fiscal tax year, provided, however, the total amount of any Property Tax Pass Through resulting from a sale shall be phased in over five (5) years with equal increases each year until the full amount of the Property Tax Pass Through has been implemented. **[To be added to Plaza del Rey Addendum: The Property Tax Pass Through allowed pursuant to this section d(ii) shall include the amount of the Property Tax increase**

that resulted from the most recent sale of the Park occurring prior to the MOU Effective Date.]

iii. Owner shall not be entitled to any Property Tax Pass Through due to an increase in Property Taxes which is triggered solely by or based upon a voluntary internal reorganization of the Owner that is considered a "change of ownership" or a transfer of a joint venture or partnership interest among the current persons holding an ownership interest that triggers a reassessment of the Park.

iv. The amount of the Property Tax Pass Through paid by the Homeowner shall be the total annual amount of the Property Tax Pass Through allowed divided by twelve (12) and then divided by the total number of spaces in the in the Park.

e. Disaster Related Event Costs. Owner may pass through to the Homeowner any costs to repair damage to the Park arising from any Disaster Related Event in excess of the initial fifty thousand dollars (\$50,000) of such costs, provided such costs are amortized in accordance with the procedure for amortizing Capital Replacements under section 4.c above and such costs are divided equally among all spaces in the Park. Any Disaster Related Event costs passed through to the Homeowner shall be net of any insurance proceeds or disaster grants or assistance received by the Owner for such costs. Owner shall not be entitled to pass through to the Homeowner any Disaster Related Event costs unless the Owner has continued to maintain throughout the term of the MOU the types and amounts of property insurance in effect on the MOU Effective Date if those types and amounts of property insurance are commercially available throughout the term of the MOU, at the same price in effect on the Effective Date, adjusted each year by the increase in the CPI. If those types and amounts of property insurance are not commercially available throughout the term of the MOU, at the above described price, Owner reserves the right, in its sole and absolute discretion, to purchase whatever property insurance it deems reasonable for the Park. Owner shall disclose Owner's property insurance coverage to Homeowner if Homeowner so requests, provided however, no Homeowner shall be entitled to such disclosure more than once in any twelve (12) month period.

f. Requirements applicable to all Pass Throughs.

(i) No Pass Through shall be implemented unless Owner gives the Homeowner a ninety (90) days written notice of the Pass Through including documents evidencing the costs being passed through to the Homeowner and the calculations that serve as the basis for the Pass Through.

(ii) Pass Throughs shall be separately stated in the monthly space rent bills

(iii) Pass Throughs shall be considered the same as rent for purposes of the MRL, however, Pass Throughs shall not be deemed part of Base Rent for purposes of calculating the Annual Base Rent Increase pursuant to Section 2 or the increase in Base Rent upon Transfer pursuant to Section 3 above.

EXECUTED as of the date first written above:

HOMEOWNER:

(Signature)

Print Name

(Signature)

Print Name

OWNER:

By: _____
Its: _____

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EXHIBIT C
LEGAL DESCRIPTION OF REAL PROPERTY

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EXHIBIT D
LIST OF CAPITAL REPLACEMENTS PURSUANT TO SECTION 5.C(4)

DRAFT

Summary of MOU Components and Terms: as of 7-8-2021			
MOU Terms	Current Positions		Other MOU/Accords (a)
	Residents	Owners	
Rent Increases			
Annual Rent Increases	75% of CPI-U for SF Bay Area	75% of CPI.	Ranges from CPI to CPI+1%. In Ontario, park owners can petition for certain "Supplemental Rent Increases".
Annual Rent Max/Min	3% floor, no ceiling	3% floor, no ceiling	Ranges from 3% floor to 10% cap (Vista is just CPI)
Rent Increase on Unit Turnover	Option 1: 5% year 1; 10% year two; 15% year 3 and beyond. Increase allowable once every 24 months and Plaza Del Rey agrees to cap rent increase to \$2,250/mo. (Note, Option 1 and 2 here are tied to the respective Option 1 and 2 annual rent increases, above.) Option 2: 5% year 1; 10% year two; 12% year 3 and beyond. Increase allowable once every 24 months.	5% year 1; 10% year two; 15% year 3 and beyond. Increase once every 24 months. PDR agrees to cap rent at \$2,250/mo indexed annually with the allowed annual rent increase.	<u>San Dimas</u> allows full vacancy decontrol. Some range from 0 to 15%; <u>Vista</u> specifies limited increases on turnover; <u>Ontario</u> specifies 5% if resale interval is less than 24 months. If greater than 24 months, up to 5 percent for each 12-month period of the resale interval. <u>Modesto</u> MOU offers 15% increase where its RSO allows only 10%
Capital Expenses/Investments			
Provisions for Capital Replacements Pass-Throughs	Need consistent definition on what can be capitalized; most should be covered in base rent; existing long-term leases have definitions; Min. \$10,000 cost. 100% of amount amortized over useful life per IRS, with interest at prime + 2% if costs are borrowed. Cannot pass-through sub-metered elect. and gas. Residents should be able to see the bids and give input. Projects that don't benefit residents - need to make sure they don't damage infrastructure and pass costs on to residents. Residents shouldn't be responsible for excessive costs that occur due to deferred maintenance.	100% pass-through amortized over useful life per IRS schedule; interest at prime+2%; exclude most gas and electric but include water and sewer; owners would reduce pass-throughs if they have higher rent increases	Various definitions of what is allowed, with 50% to 100% of cost allowed; varying provisions for amortization and interest.
Provisions for Cap Expenditures Already Underway	Have not seen this addressed in other programs. Should not charge residents for projects already paid for or already underway. Not clear on what the issue is.	MOU should address.	Not addressed

Summary of MOU Components and Terms: as of 6-8-2021			
MOU Terms	Current Positions		Other MOU/Accords (a)
	Residents	Owners	
Provisions for New Capital Investments	Should be subject to majority resident agreement; amortized over useful life, interest at prime + 2% if costs are borrowed Damage caused by projects not benefiting residents not passed on to residents; bids disclosed to residents for input.	Subject to resident approval, amortized over useful life, interest at prime+2%	Typically requires resident approval.
Pass-Throughs			
Property Tax	100% pass-through of legitimate County-assessed local property tax in excess of 2% statutory increase which results from arms length sale or reassessment that is out of the park owner's control. Pass-through can be phased in over 5 years	100% pass-through of legitimate County-assessed local property tax in excess of 2% statutory increase which results from arms length sale or reassessment that is out of the park owner's control. Pass-through can be phased in over 5 years.	<u>Modesto</u> and <u>Vista</u> - Yes <u>San Dimas</u> per MRL Rent Control Exemptions (CVC 798.49) <u>Napa</u> and <u>Rancho Cucamonga</u> not specified <u>Ontario</u> - no pass-through of 2% Prop. 13 increase, pass-through of other increases.
Disaster-Related Costs	Owners agree to disclose and maintain their insurance levels. Pass-through only for uninsured losses that are repaired/replaced over \$50,000.	Owners agree to disclose and maintain their insurance levels. Pass-through only for uninsured losses that are repaired/replaced over \$50,000.	Not called out specifically
Government Mandated Costs	Residents OK with compromise language. 100% of new government mandated costs that are not a normal cost of business. Need to define "normal" cost of business - new involuntary cost of business that owner's can't avoid.	Owners OK with compromise language. 100% of new government-mandated costs that are not a normal cost of business.	Not called out specifically
Other Provisions			
Retroactivity of Agreement/ Applicability to Existing Leases	Would like owners to agree to MOU to help residents on long-term leases (e.g., addendum to leases). Explicit that MOU applies to lease renewals. Applies to no leases and short term leases. Need to make sure that residents with existing leases are well informed of their rights. Should be communicated broadly, including multiple languages.	If there is agreement on the annual rent increase and turnover increase, then these two terms can be offered as amendments for residents on existing leases. Other terms of existing leases will be maintained. New leases would follow all terms of MOU.	Varies. <u>Modesto</u> doesn't affect long-term leases.

Summary of MOU Components and Terms: as of 6-8-2021			
MOU Terms	Current Positions		Other MOU/Accords (a)
	Residents	Owners	
Standing Advisory Committee/ Dispute Resolution	Would like standing committee like Modesto. MOU should include some general parameters of the committee.	Would like standing committee like Modesto	Varies
Safety Net Program	Would like to have; should not defer rent for later payment; should not be limited in time a resident can benefit; some existing programs have too low income threshold; income threshold should be reviewed periodically.	Support safety net program that is means tested. Could set rent to maximum percentage of income. Would like to have some flexibility for individual parks to tailor their programs to best fit the residents' and owner's needs.	Some include; various mechanisms. <u>Napa</u> program is open to very low-income households. <u>Modesto</u> program funded a pool of assistance funds to be matched by the City.
Disappearing Amenities/Services	Owners agree to maintain amenities. Removal of amenities subject to approval by residents.	Owners generally OK with concept that owners maintain amenities. Owners could propose to remove amenities but tenants could file complaint with committee if majority votes to protest a change.	<u>Ontario</u> requires maintenance of services unless there is a rent reduction.
MOU Effect on Subsequent Park Owners	Binding on subsequent owners as long as property continues to operate as a MHP.	Binding on subsequent owners as long as property continues to operate as a MHP.	Modesto is voluntary, but alternative is to be subject to RSO.
Duration of MOU	10 year term	20 year term	Terms ranged: <u>Ontario</u> and <u>San Dimas</u> - 5 years <u>Vista</u> - 20 years <u>Napa</u> - does not specify a term
Exclusions			
Mobile Home Units Owned by Park	Exclude units owned by park.	Want to exclude - should MOU follow MRL wherever possible?	Varies
Mobile Home Units Not Primary Residence	Exclude per MRL 798.21, including definitions and procedures.	Want to exclude - should MOU follow MRL wherever possible?	Varies
<p><i>Note:</i> (a) Other MOU/Accords reviewed: Modesto, Napa City, Ontario, Rancho Cucamonga, San Dimas, Vista</p>			



City of Sunnyvale

Excerpt Meeting Minutes - Draft Housing and Human Services Commission

Wednesday, June 23, 2021

7:00 PM

Telepresence Meeting: City Web Stream

CALL TO ORDER

Chair Hiremath called the meeting to order at 7:02 p.m.

ROLL CALL

Present: 7 - Chair Ken Hiremath
Vice Chair Elinor Stetson
Commissioner Scott Duncan
Commissioner Diana Gilbert
Commissioner Minjung Kwok
Commissioner Linda Sell
Commissioner Emily White

Council Liaison Gustav Larsson (present)

3 [21-0073](#) Housing Strategy Implementation: Update on Mobile Home
Park Memorandum of Understanding

Chair Hiremath introduced the item and gave a brief overview of how this item would be presented. Commissioner White noted that she needed to recuse herself from this item because she has a financial interest.

Housing Officer Jenny Carloni provided the staff report and slide presentation. She noted that during oral communications a member of the public noted an error on the report and that she would point out the correction during the presentation.

Ken Kravenas gave a short presentation on behalf of the mobile home park owners.

Bruce Stanton gave remarks on behalf of the mobile home park residents.

After some questions of staff from the commissioners, Chair Hiremath opened the public hearing at 8:29 p.m.

Tim Kerr, mobile home park resident, spoke regarding not being able to reach an

agreement on annual rent increase and new buyer space rent. He noted how important these items were to folks on fixed income. Encouraged the mobile home park owners to consider a 24-month cap on rent increases to new buyers.

Gail Rubino, mobile home park resident, spoke in support of having the greater of 3% or 75% of CPI with no maximum for annual space rent increases.

Dave Campagna, mobile home park resident, expressed concern regarding lack of transparency in the process, vacancy rates and pass-through cost to the residents, such as property taxes and capital improvements. He asked for help and protection for the residents from the City since the MOU is between the City and the Mobile Home Park Owners.

Doug Johnson, Western Manufactured Housing Communities Association, spoke in support of the process and urged the Commission to support the MOU.

Rick, spoke in opposition of the MOU.

Lacy J Lodes, expressed appreciation for the hard work to arrive at the current terms, but expressed concern about using averages instead of medians, specially when some mobile home parks have very high space rents and skew the average.

Debbie Wolter, Plaza del Rey resident, noted that the MOU is a temporary solution to protect residents but encouraged a Rent Stabilization Ordinance to protect residents in the long term and for the future of mobile home park communities. She noted that not all residents have signed long-term leases.

Danielle Hoversten, Plaza del Rey resident, spoke in support of the MOU, but doesn't see it as a win for mobile home park residents. The MOU is not enough to protect the resident in the long term.

Mari Adler, retired high school teacher and Adobe Wells resident, spoke to the difficulty of selling her mobile home due to the high space rents. She also noted that the increases are not sustainable for fixed income folks.

Chair Hiremath closed the public hearing at 8:51 p.m.

Bruce Stanton gave closing remarks on behalf of the mobile home park residents.

Ken Kravenas, COO for Hometown America, owners of Plaza del Rey, provided closing remarks on behalf of the mobile home park owners.

Chair Hiremath noted that there would be not action taken on this item by the Commission, but that staff was looking for feedback on the current agreed terms and input or recommendations to finalize the draft MOU and take it to Council on July 13.

The Commissioners recognized the progress made by the owners and residents to arrive at agreements on 15 of 17 items and encouraged them to continue the discussion to get the MOU to Council for approval and implementation.

The following items were noted during the Commission discussion:

The residents and park owners are encouraged to move forward with the MOU.

The Commissioners encourage the Mobile Home Park owners to continue to act in good faith and consider accepting the residents proposal of 3% or 75% of CPI, in the spirit of preserving affordable housing in Sunnyvale and taking into account that 36% of mobile home park residents are age 55 and older and potentially on a fixed income.

The commissioners expressed strong support for limiting rent increases on new mobile home owners to once in 24 months. Minimizing the frequency of larger rent increases for turn over has a direct impact on the ability to re-sell the mobile home.

A recommendation was also made to reconsider the rent cap for Plaza del Rey since \$2,250 is based on today, and a cumulative cap may be a better approach.



City of Sunnyvale

Agenda Item

21-0443

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

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 the California Environmental Quality Act

BACKGROUND

Chapter 1.05 of the Sunnyvale Municipal Code allows enforcement of code violations through the issuance of administrative citations. These citations are an important tool in facilitating cooperation from property owners regarding uncorrected code violations. Citations are only issued after repeated attempts at voluntary compliance have failed. Most violations are corrected after the first warning; however, some property owners fail to correct the violations and are consequently issued administrative citations. Despite the efforts of City staff to collect on these citations, there are several unpaid administrative citations still outstanding.

Each year, the Council considers a resolution directing staff to proceed with the Special Assessment Procedure for placing delinquent administrative citations on the tax roll.

EXISTING POLICY

Sunnyvale Municipal Code Section 1.05.110(d) - Recovery of administrative citation fines and costs, Special Assessment Procedure.

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 governmental fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

DISCUSSION

After each administrative citation is issued, the Department of Finance sends three written notices to the property owner: a bill, an interest invoice and statement, and a final demand letter notifying the recipient that failure to pay may result in legal action. The property owners listed on Exhibit A of Attachment 1 are a minimum of 90 days delinquent in paying their administrative citation fines. Repeated attempts to collect the delinquent fines through the billing and notification process have been unsuccessful.

Property owners were notified of tonight's telepresence public hearing by certified mail as required by Sunnyvale Municipal Code Section 1.05.110 (d)(3). Property owners have a right to address the City Council and explain why the Council should reduce or eliminate the balance owed to the City before they are placed on the property tax roll. It should be noted that all citation recipients have already

been provided with the opportunity to appeal the citations and the appeal period has long since expired. Some citation recipients on this list appealed and subsequently presented their cases in front of a Hearing Officer who upheld the citations, based upon evidence presented by staff, while others opted not to appeal the citations.

Council has the authority to either place these debts on the property tax roll or attempt to collect the delinquent funds by other means, such as a collection agency or sending additional delinquent notices; however, these approaches have proven mostly ineffective. Historically, the City has experienced a high collection rate by placing delinquent accounts on the property tax roll. This process provides the added security that, should a property owner not pay the balance on their property tax bill, a tax lien will be placed on the property.

Exhibit A of the attached resolution provides an itemized list of the citations. The "Balance for Tax Roll" column includes any additional late payment penalties plus the County of Santa Clara's 1% administrative fee. Late payment penalties accrued prior to November 11, 2021 accrued at 10% per month (mandated per Council Resolution No. 109-02) and penalties incurred starting November 11, 2021 accrued at the new rate of 1% per month (mandated per Council Resolution No. 1029-20). If a property owner chooses to pay prior to the placement of citations on the tax roll, the amount due would be prorated accordingly.

FISCAL IMPACT

If approved, staff will forward the charges, including late payment penalties and County administrative charges of one percent, to the County of Santa Clara for collection on the FY 2021/22 Property Tax Roll. The combined assessments equal \$13,248.14.

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 a Resolution confirming the Report and Assessment List for unpaid administrative fines to be placed on the FY 2021/22 County of Santa Clara Property Tax Roll and find that the Action is Exempt from California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378 (b) (4).
2. Do not adopt a resolution. Direct staff to attempt to collect the delinquent funds through other specific means, such as a collection agency or sending additional delinquent notices.

STAFF RECOMMENDATION

Alternative 1: Adopt a Resolution confirming the Report and Assessment List for unpaid administrative fines to be placed on the FY 2021/22 County of Santa Clara Property Tax Roll and find that the Action is Exempt from California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378 (b) (4).

Prepared by: Nancy Grove, Senior Management Analyst
Reviewed by: Tim Kirby, Director, Department of Finance
Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Unpaid Administrative Fines Resolution

DRAFT 7/1/2021 AMA

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE CONFIRMING THE REPORT AND
ASSESSMENT LIST FOR UNPAID ADMINISTRATIVE
FINES TO BE PLACED ON THE FY 2021/2022 COUNTY
OF SANTA CLARA PROPERTY TAX ROLL**

WHEREAS, Government Code Section 53069.4 provides that local public agencies may make any violation of any ordinance enacted by the local agency subject to an administrative fine or penalty, and the agency may set forth by ordinance the administrative procedures that shall govern the imposition, enforcement, collection, and administrative review by the local agency of those administrative fines or penalties; and

WHEREAS, pursuant to Sunnyvale Municipal Code (“SMC”) Chapter 1.05, the City of Sunnyvale issues administrative citations and imposes fines for violations of the Municipal Code related to the use and maintenance of real property in the City; and

WHEREAS, certain property owners are consistently delinquent and attempts to collect administrative fines through the billing and notification process have been unsuccessful; and

WHEREAS, SMC Section 1.05.110(d) allows the Director of Finance to cause administrative fines and associated costs not collected within 90 days to be made a special assessment against the subject real property and collected on the tax roll together with its general taxes; and

WHEREAS, pursuant to SMC Section 1.05.110(d), the Director of Finance caused a written report to be filed with the City Clerk describing each parcel of real property as to which such delinquency exists and the amount due, attached hereto as Exhibit A; and

WHEREAS, pursuant to SMC Section 1.05.110(d), the City Council, following a noticed public hearing, shall adopt a resolution confirming, discharging or modifying the amount of the special assessment; and

WHEREAS, on July 13, 2021, the City Council conducted a duly noticed public hearing.

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

1. The City Council confirms the amount of the special assessment to be placed on the tax roll set forth in the report attached as Exhibit A.
2. The City Council directs the City Clerk to file with the Director of Finance, on or after July 13, 2021, a copy of the report attached as Exhibit A, indicating that the report has been finally adopted by the City Council.

3. The Director of Finance, after receipt of the report from the City Clerk, is authorized and directed to take all appropriate and necessary steps to impose the special assessments in the amount set forth in the report attached as Exhibit A.

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

Delinquent Administrative Citations Scheduled to be Placed on FY 2021/22 County of Santa Clara Property Tax Roll

Date of Citation	Date of Invoice	Citation Number	Citation Amount	Owner Name	Owner Address	Property Address	APN	Legal Description	ACCOUNT BALANCE	
									Balance at Meeting 7/13/21	Balance for Tax Roll 11/1/21
7/27/20	8/21/20	7034	\$500.00	Blueberry Commons Sunnyvale LLC	PO Box 509, Capitola, CA 95010	893 Passiflora Ter	211-50-077	TRACT 9963 PASSIFLORA TERRACE BOOK 900 PAGE 32 PAGE 33 LOT 1	\$624.11	\$648.85
10/27/20	10/29/20	7092	\$100.00	Dong, Guiqiang and Yanan Li	1156 Pecos Wy, Sunnyvale, CA 94089	1156 Pecos Wy	104-25-091	TRACT 2010 LAKEWOOD VILLAGE NO 5 BOOK 89 PAGE 16 PAGE 18 LOT 1339	\$107.46	\$112.23
11/19/20	11/23/20	7093	\$200.00	Dong, Guiqiang and Yanan Li	1156 Pecos Wy, Sunnyvale, CA 94089	1156 Pecos Wy	104-25-091	TRACT 2010 LAKEWOOD VILLAGE NO 5 BOOK 89 PAGE 16 PAGE 18 LOT 1339	\$213.28	\$222.81
12/4/20	12/11/20	7095	\$500.00	Dong, Guiqiang and Yanan Li	1156 Pecos Wy, Sunnyvale, CA 94089	1156 Pecos Wy	104-25-091	TRACT 2010 LAKEWOOD VILLAGE NO 5 BOOK 89 PAGE 16 PAGE 18 LOT 1339	\$530.25	\$554.04
12/11/20	12/21/20	7096	\$500.00	Dong, Guiqiang and Yanan Li	1156 Pecos Wy, Sunnyvale, CA 94089	1156 Pecos Wy	104-25-091	TRACT 2010 LAKEWOOD VILLAGE NO 5 BOOK 89 PAGE 16 PAGE 18 LOT 1339	\$528.60	\$552.37
2/17/21	2/24/21	7100	\$500.00	Hsieh, Yun	764 Sequoia Dr, Sunnyvale, CA 94086	764 Sequoia Dr	213-16-008	TRACT 4642 BRADFORD SQUARE BOOK 248 PAGE 30 LOT 55	\$517.92	\$541.59
1/19/21	2/24/21	7099	\$500.00	Hsieh, Yun	764 Sequoia Dr, Sunnyvale, CA 94086	764 Sequoia Dr	213-16-008	TRACT 4642 BRADFORD SQUARE BOOK 248 PAGE 30 LOT 55	\$517.92	\$541.59
3/9/21	3/24/21	8425	\$500.00	Hsieh, Yun	764 Sequoia Dr, Sunnyvale, CA 94086	764 Sequoia Dr	213-16-008	TRACT 4642 BRADFORD SQUARE BOOK 248 PAGE 30 LOT 55	\$513.32	\$536.94
12/28/20	1/6/21	7097	\$100.00	Hsieh, Yun	764 Sequoia Dr, Sunnyvale, CA 94086	764 Sequoia Dr	213-16-008	TRACT 4642 BRADFORD SQUARE BOOK 248 PAGE 30 LOT 55	\$105.19	\$109.94
1/6/21	1/6/21	7098	\$200.00	Hsieh, Yun	764 Sequoia Dr, Sunnyvale, CA 94086	764 Sequoia Dr	213-16-008	TRACT 4642 BRADFORD SQUARE BOOK 248 PAGE 30 LOT 55	\$210.39	\$219.89
8/27/20	11/13/20	7036	\$100.00	Jiang, Hui and Shujing Huang	942 Marion Wy, Sunnyvale, CA 94087	1236 Hollenbeck Ave	202-06-012	BOOK 220 PAGE 6 PARCEL 12	\$106.97	\$111.74
10/30/20	8/31/20	7042	\$100.00	Jiang, Hui and Shujing Huang	942 Marion Wy, Sunnyvale, CA 94087	1236 Hollenbeck Ave	202-06-012	BOOK 220 PAGE 6 PARCEL 12	\$121.53	\$126.44
9/17/20	9/24/20	7076	\$500.00	Kinoshita, James L. and Jean Cho	419 S Frances St, Sunnyvale, CA 94086	419 S Frances St	209-28-078	TRACT 8604 TOWN CENTER HOMES PHASE I BOOK 649 PAGE 45 PAGE 47 LOT 22	\$568.22	\$592.39
8/6/20	8/21/20	7022	\$200.00	Kinoshita, James L. and Jean Cho	419 S Frances St, Sunnyvale, CA 94086	419 S Frances St	209-28-078	TRACT 8604 TOWN CENTER HOMES PHASE I BOOK 649 PAGE 45 PAGE 47 LOT 22	\$249.64	\$259.54
8/13/20	8/21/20	7023	\$500.00	Kinoshita, James L. and Jean Cho	419 S Frances St, Sunnyvale, CA 94086	419 S Frances St	209-28-078	TRACT 8604 TOWN CENTER HOMES PHASE I BOOK 649 PAGE 45 PAGE 47 LOT 22	\$624.11	\$648.85
8/20/20	8/27/20	7026	\$500.00	Kinoshita, James L. and Jean Cho	419 S Frances St, Sunnyvale, CA 94086	419 S Frances St	209-28-078	TRACT 8604 TOWN CENTER HOMES PHASE I BOOK 649 PAGE 45 PAGE 47 LOT 22	\$614.24	\$638.88
8/27/20	8/31/20	7029	\$500.00	Kinoshita, James L. and Jean Cho	419 S Frances St, Sunnyvale, CA 94086	419 S Frances St	209-28-078	TRACT 8604 TOWN CENTER HOMES PHASE I BOOK 649 PAGE 45 PAGE 47 LOT 22	\$607.67	\$632.24
9/3/20	9/4/20	7032	\$500.00	Kinoshita, James L. and Jean Cho	419 S Frances St, Sunnyvale, CA 94086	419 S Frances St	209-28-078	TRACT 8604 TOWN CENTER HOMES PHASE I BOOK 649 PAGE 45 PAGE 47 LOT 22	\$601.09	\$625.60
9/10/20	9/21/20	7071	\$500.00	Kinoshita, James L. and Jean Cho	419 S Frances St, Sunnyvale, CA 94086	419 S Frances St	209-28-078	TRACT 8604 TOWN CENTER HOMES PHASE I BOOK 649 PAGE 45 PAGE 47 LOT 22	\$573.15	\$597.37
2/5/21	2/17/21	7045	\$100.00	Logsdon, Janet	970 Pocatello Ave, Sunnyvale, CA 94087	970 Pocatello Ave	326-36-008	TRACT 2621 ALTAMONT BOOK 117 PAGE 8 LOT 116	\$103.81	\$108.55
2/16/21	2/24/21	7046	\$200.00	Logsdon, Janet	970 Pocatello Ave, Sunnyvale, CA 94087	970 Pocatello Ave	326-36-008	TRACT 2621 ALTAMONT BOOK 117 PAGE 8 LOT 116	\$207.17	\$216.64
6/29/20	6/30/20	6830	\$500.00	Rice, Glenn (TE)	627 E St, Davis, CA 95616	1197 Lochinvar Ave	313-32-008	TRACT 1578 LAUROM PARK BOOK 63 PAGE 24 PAGE 27 LOT 8	\$709.59	\$735.19
5/19/20	5/29/20	7005	\$500.00	Young, Simon	1117 Thornton Wy, San Jose, CA 95128	727 Madrone Ave	204-03-039	TRACT 1333 MANZANITA PARK BOOK 50 PAGE 44 LOT 16	\$762.19	\$788.32
5/26/20	5/29/20	7004	\$500.00	Young, Simon	1117 Thornton Wy, San Jose, CA 95128	727 Madrone Ave	204-03-039	TRACT 1333 MANZANITA PARK BOOK 50 PAGE 44 LOT 16	\$762.19	\$788.32
6/3/20	6/25/20	7006	\$500.00	Young, Simon	1117 Thornton Wy, San Jose, CA 95128	727 Madrone Ave	204-03-039	TRACT 1333 MANZANITA PARK BOOK 50 PAGE 44 LOT 16	\$717.80	\$743.48
6/10/20	6/25/20	7007	\$500.00	Young, Simon	1117 Thornton Wy, San Jose, CA 95128	727 Madrone Ave	204-03-039	TRACT 1333 MANZANITA PARK BOOK 50 PAGE 44 LOT 16	\$717.80	\$743.48
6/17/20	6/25/20	7010	\$500.00	Young, Simon	1117 Thornton Wy, San Jose, CA 95128	727 Madrone Ave	204-03-039	TRACT 1333 MANZANITA PARK BOOK 50 PAGE 44 LOT 16	\$717.80	\$743.48
									\$12,633.41	\$13,140.76



City of Sunnyvale

Agenda Item

21-0437

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Consideration of Undergrounding Additional Overhead Services Related to 365 S. Mathilda Avenue and Approval of Budget Modification No. 1 in the Amount of \$399,880

BACKGROUND

On April 27, 2020, the Planning Commission approved Special Development Permit (SDP) 2019-7269 to redevelop six City-owned parcels totaling 1.44 acres into a 90-unit affordable housing project. The Project is entitled to construct four-story apartments consisting of 83 units along South Mathilda Avenue and West Iowa Avenue, and seven (7) two-story townhouse style units along Charles Street. The Project includes one (1) manager unit in the total unit count, underground parking, and amenity spaces on the ground floor. The Project provides units for households with Extremely Low (30% area median income) to Moderate (110% area median income) income with 25% of the units for households with developmental or intellectual disabilities. The project utilizes the State Density Bonus Law.

The Project is subject to Sunnyvale Municipal Code (SMC) Section 19.38.090, and SDP 2019-7269 condition of approval BP-29 and EP-9, which require all utilities fronting the project site to be placed underground. These include utilities on Charles Street and Iowa Avenue. The Developer is responsible for undergrounding utilities located on the premises or within rights-of-way contiguous to the Project site. The Developer shares the undergrounding costs with the City when the utilities extend past their property or cross the street and the City bears the costs for more extensive work associated with the undergrounding. For this Project, there are extensive off-site requirements that would be the responsibility of the City.

Previous Actions on the Site

The project site is located in an area with older subdivisions in the City of Sunnyvale. The properties were used for agricultural land and housing as early as 1930, with a former roadway bisecting the property as early as 1911. Two parcels on the project site are vacant (APNs: 165-13-068 and 069). 388 Charles Street includes a circa 1930 single family house and detached garage, 365-377 S. Mathilda Avenue includes a duplex constructed in 1942 (APN: 165-13-074). 396 Charles Street (APN: 165-13-046) includes a circa 1930 single family house and detached garage. 402 Charles Street (APN: 165-13-045) and 406 Charles Street (APN: 165-13-074) both have single family houses constructed in 1948.

The Downtown Specific Plan (DSP) was adopted by the City Council in 2003 (last updated in 2020, RTC 20-0726) and contains policies, design guidelines, and development standards for the approximately 125-acre plan area generally bounded by the railroad to the north, Bayview Avenue to the east, El Camino Real to the south, and Charles Street to the west. The project site is located on Block 15 of the DSP, which is on the west boundary of the plan area. Block 15 is bounded by South

Mathilda Avenue to the east, Charles Street to the west, West McKinley Avenue to the north, and West Iowa Avenue to the south and is designated for very high-density housing (total 152 units in the block, before density bonuses, at an approximate density of 54 units per acre) and a maximum of 10,000 square feet of retail commercial as primary uses.

Over several years the City purchased the subject properties in order to assemble land to facilitate redevelopment of the existing low density commercial and residential uses to a higher density multi-family/commercial mixed use, as envisioned in the DSP for this area. These properties were purchased over time with the last purchase occurring in 2015. This last acquisition enabled the City to have greater control over the future use of the southern portion of Block 15. Ultimately, the City Council decided that an affordable housing development was desirable.

In 2016 the City issued a Request for Proposals for the 1.44 acres of City-owned property in Block 15 for affordable housing, with an emphasis on projects that could provide at least a portion of the housing for special needs households (e.g., seniors, disabled adults). In March 2018, the City entered into an Exclusive Negotiating Agreement (ENA) with The Related Companies of California, LLC for the development of the affordable housing project on the City owned properties at Mathilda Avenue/Iowa Avenue and Charles Street. In November 2018, the City Council approved a Disposition and Development Agreement (DDA) between the City and the applicant providing financial assistance to construct the affordable housing project (RTC 18-0550). Extensive community outreach and input was incorporated into this process.

EXISTING POLICY

GENERAL PLAN

GOAL CC-2 ATTRACTIVE STREET ENVIRONMENT - Create an attractive street environment which will complement private and public properties and be comfortable for residents and visitors.

Sunnyvale Municipal Code

Section 19.38.090 Underground Utilities.

SMC Section 19.38.095 General Requirements. Added by City Council in 2006.

SMC Section 19.38.100 Allocation of costs for undergrounding.

Amended by City Council in 2006, this Section identifies that the City shall contribute to undergrounding costs for overhead utilities beyond developer's property frontage.

Subsection (d) of this section states "Nothing herein shall obligate the city of Sunnyvale to pay the allocated costs as describe. The City may decide not to contribute to the cost of placing the service underground. In such case, the appropriate review authority of the City reserves the right to substitute a reasonable and less costly alternative; to require partial undergrounding; or to require any reasonable combination of undergrounding, no undergrounding, and conduits to mitigate the visual effects of above-ground service or such alternatives may be utilized in order to facilitate future undergrounding."

Pursuant to Sunnyvale Charter Section 1305, at any meeting after the adoption of the budget, the City Council may amend or supplement the budget by a motion adopted by affirmative votes of at

least four members to authorize the transfer of unused balances appropriated for one purpose or another, or to appropriate available revenue included in the budget.

ENVIRONMENTAL REVIEW

The Project was determined at the time of entitlement to be consistent with the Environmental Impact Report for the City's General Plan and no additional environmental review was required pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15183 and Public Resources Code Section 21083.3. Furthermore, the undergrounding of the overhead services is exempt from the CEQA pursuant to CEQA Guidelines section 15061(b)(3) because it can be seen with a certainty that there is no possibility that it would have a significant effect on the environment.

DISCUSSION

As identified in SMC Chapter 19.38, all utilities and communication services associated with new development are required to be placed underground along the project frontage. The City is obligated to sometimes pay for portions of utility undergrounding that extend beyond property lines or cross City streets. Developers are reimbursed by the City for doing undergrounding work beyond a developer's obligations.

During the SDP process, the Applicant's design team confirmed that the existing overhead utilities along the Charles Street frontage, in the north-south direction, could be undergrounded by extending the underground limits an additional 250 feet south of Iowa to the next existing pole, and avoid standing a new pole. The extension of this undergrounding would join previous efforts already constructed or planned to be constructed, by adjacent development. The estimated cost of that extension work was approximately \$203,000. This work was identified as being eligible for cost sharing, 50% between the City and Developer and funding is available in Project 802150 - Utility Undergrounding Cost Sharing.

The majority of existing overhead structures can be easily removed along the Project frontage, with the exception of an existing wood pole that services overhead utilities crossing from Charles Street to Florence Street in the east-west direction. At the time of project entitlement, the Applicants' design team was not fully able to confirm with PG&E the steps and costs needed to underground this overhead line. As part of the approved SDP, the following two Conditions of Approval (COA) relate to underground of overhead utilities were included:

BP-29 Underground Utilities: All utilities fronting the property shall be undergrounded per Sunnyvale Municipal Code Chapter 19.38.095. Overhead utilities beyond the frontage of the project may be eligible for cost reimbursement by the City.

EP-9 Dry Utilities: Submit dry utility plans and/or joint trench plans (PG&E, telephone, cable TV, fiber optic, etc.) to the Public Works Department for review and approval prior to the issuance of any permits for utility work within any public right-of-way or public utility easements.

Overhead utilities along project street frontage shall be undergrounded per PG&E Rule 20B. Prior to the City approving plans for the project's public street improvements, the Developer shall conduct an analysis of undergrounding the distribution line that extends to the west from the joint pole on the east side of Charles Street and provide an intent and cost estimate to the City for consideration as a condition of project approval. City may contribute to the cost of undergrounding utilities for the portions extending beyond the project frontage. Separate encroachment permits shall be required for

various dry utility construction.

The Developer's design team continued discussions with PG&E over several months, subsequent to SDP approval, and brought forth to the City the feasibility of undergrounding the existing overhead line between Charles Street and Florence Street for an estimated cost of \$399,880.

Staff's recommendation is to leave the existing wood pole in place and not include undergrounding of the distribution line that extends to the west to Florence Street as part of the Project. Funding for this additional scope would be the City's responsibility and would be taken from the General Fund. From a cost benefit perspective, it is not advantageous to spend additional City funds for a small area. If this option proceeds, it would be the developer's responsibility to make contact with the affected property owners to arrange the individual service connections and notification of work on their property within the existing utility easement.

With recent development to the north (Denny's site) and south (Charles Street Apartments), the one pole proposed to remain would be the only one on the east side of Charles Street between McKinley Avenue and Olive Avenue. Attachment 1 shows existing condition and a visual depiction of the two options for consideration.

FISCAL IMPACT

Project 802150 - Utility Undergrounding Cost Sharing is funded by the General Fund with an available balance of \$405,355 for planned in progress and upcoming projects. Spending from this project is sporadic and unpredictable. The adopted budget for the project only shows the addition of \$137,458 to cover additional expenses over the next twenty years. A Budget Modification is required to appropriate additional funds of \$399,880 if City Council authorizes to underground the distribution line that extends to the west from the joint pole on the east side of Charles Street as part of the project condition of approval. Budget Modification No. 1 has been prepared to fund this work should Council choose that alternative.

**Budget Modification No. 1
FY 2021/22**

	Current	Increase/ (Decrease)	Revised
<u>General Fund</u>			
<u>Expenditures</u>			
Project 802150 -	\$ 405,355	\$ 399,880	\$ 805,235
Undergrounding Overhead			
Utilities			
<u>Reserves</u>			
Budget Stabilization Fund	\$ 54,761,444	(\$ 399,880)	\$ 54,361,564

For FY 2021/22, the General Fund will continue to realize reduced tax revenues due to the pandemic and relies on the use of reserves, spending reductions, and one-time Federal stimulus funding to remain in balance.

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. Prior to construction, the developer and PG&E will be responsible for coordinating with residents that are directly affected by the modified service connections and any work with PG&E's easement.

ALTERNATIVES

1. Authorize the use of approximately \$101,500 as a 50% match from Project 802150 Undergrounding Overhead Utilities to extend undergrounding down Charles Street south of the project site.
2. Do not authorize the undergrounding of the overhead service distribution line that extends to the west from the joint pole on the east side of Charles Street as part of the Project condition of approval and to leave the existing wood pole in place and do not authorize Budget Modification No. 1 in the amount of \$399,880.
3. Authorize undergrounding of the overhead service distribution line that extends to the west from the joint pole on the east side of Charles Street and remove the existing wood pole as part of the Project condition of approval and approve Budget Modification No. 1 in the amount of \$399,880 to fund the work.

STAFF RECOMMENDATION

Alternatives 1 and 2: 1) Authorize the use of approximately \$101,500 as a 50% match from Project 802150 Undergrounding Overhead Utilities to extend undergrounding down Charles Street south of the project site and; 2) Do not authorize undergrounding of the overhead service distribution line that extends to the west from the joint pole on the east side of Charles Street as part of the project condition of approval and to leave the existing wood pole in place and do not authorize Budget Modification No. 1 in the amount of \$399,880.

Prepared by: Arnold Chu, Senior Engineer

Reviewed by: Jennifer Ng, Assistant Director of Public Works

Reviewed by: Chip Taylor, Director of Public Works

Reviewed by: Andrew Miner, Assistant Director of Community Development

Reviewed by: Trudi Ryan, Director of Community Development

Reviewed by: Tim Kirby, Director of Finance

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Exhibits of Existing Condition, Option 1 configuration, and Option 2 configuration
2. Sunnyvale Municipal Code Section 19.38

Existing Condition



Option 1: Underground along project frontage; one pole to remain



Option 2: Remove wooden pole in front of project and underground between Charles to Florence
(\$399,880)



Sunnyvale Municipal Code

[Up](#) [Previous](#) [Next](#) [Main](#) [Collapse](#) [Search](#) [Print](#) [No Frames](#)

[Title 19. ZONING](#)

[Article 4. GENERAL DEVELOPMENT STANDARDS](#)

Chapter 19.38. REQUIRED FACILITIES

19.38.010. Facilities required.

The owner or occupant of land or buildings used for any purpose in any zoning district shall provide the facilities as required by and which conform with the regulations set forth in this chapter. (Ord. 2623-99 § 1).

19.38.020. Screening of equipment.

(a) General Requirements.

(1) Except as otherwise provided in subsections (b) and (c), exterior mechanical, electrical or other type equipment whether installed on the ground, roof or walls shall be screened from view from adjoining streets or property.

(2) Such equipment shall not be located between the face of the building and the street.

(3) Screening shall be as high as the highest point of the item being screened. If higher than eighteen inches, shall meet the side and rear yard setbacks of the zoning district.

(4) Screening shall be architecturally compatible with the building upon or adjacent to where it is constructed.

(5) The director of community development shall review the architectural compatibility of proposed screening.

(b) Mechanical, Electrical or Other Type Equipment. All roof, wall or ground mounted mechanical, electrical or other type equipment which exceeds sixteen inches in any dimension shall be screened except:

(1) Equipment otherwise permitted by a miscellaneous plan permit.

(2) Solar energy systems, collectors or devices.

(3) Antennas as determined by Chapter [19.54](#).

(4) Backflow preventers.

(5) Detector checks.

(6) Fire hydrants and risers.

(7) Gauges, meters and valves.

(8) Heat absorption devices.

(9) Pumps, stacks and windmills.

(10) Wind energy systems as determined by Chapter [19.56](#).

(c) Vents, Flues and Other Roof Protrusions.

(1) All vents, flues and other roof protrusions for buildings in commercial or residential zones shall be screened or placed so as not to be visible from public view except:

(A) Vents, flues or protrusions four inches or less in diameter if painted or treated to blend with the building or roof.

(B) On a roof slope of more than two on twelve, in addition to subsection (a), there is a minimum distance of four feet between any two vents, flues or protrusions.

(C) As otherwise permitted by a use permit.

(2) All vents, flues and other roof protrusions on an industrial building shall be screened or placed so as not to be visible from public view except vents, flues and other protrusions less than sixteen inches in diameter if painted or treated to blend with the building. (Ord. 2904-09 § 4; Ord. 2875-08 § 4; Ord. 2623-99 § 1; prior zoning code §§ [19.32.146](#), [19.46.020](#), [19.46.030](#)).

19.38.030. Recycling and solid waste facilities.

(a) All residential and nonresidential uses shall provide adequate recycling and solid waste facilities on site. Recycling and solid waste facilities (including carts, bins, containers, and enclosures) shall be adequate in capacity, number and distribution to serve the uses on-site.

(b) Nonresidential uses shall provide recycling and solid waste enclosures for the storage of recyclable materials and solid waste.

(c) Single-family and multifamily uses of three or fewer units shall obtain recycling and solid waste containers in accordance with Chapter [8.16](#).

(d) All residential uses with four or more units shall include centralized enclosures except that townhouse uses with dedicated attached garages shall provide for the storage of recyclable materials, solid waste and refuse in accordance with the options and criteria provided in the “Design Requirements for Solid Waste and Recycling Collection in Townhome Complexes” prepared by the city engineer and director of community development and established by city council. These requirements shall be maintained by the department of community development and shall be available to the public. Minor additions to or deletion from the requirements may be made by the director of community development; major changes require approval of the planning commission.

(e) Recycling and Solid Waste Enclosures.

(1) General Requirements.

(A) Any additions to nonresidential buildings which equal or exceed thirty percent of the existing floor area of a building or buildings on a site shall require the property owner to provide adequate enclosures for the storage of recycling containers and solid waste containers.

(B) Except when approved as part of a special development permit or use permit, proposed recycling and solid waste enclosures shall require the approval of a miscellaneous plan permit by the director of community development. Plans depicting the proposed design, materials, size and location of enclosures, and the number, size, type and placement of bins and containers shall accompany each application submitted for approval. The design and construction of recycling and solid waste enclosures shall comply with established city standards. The solid waste program manager shall advise the director of community development on the size, location, number and placement of bins, containers and enclosures required for a use. The public safety department shall advise the director of community development on fire safety and hazardous materials containment requirements. The director of community development may approve an application, require modifications, or may impose additional requirements to ensure the safe and efficient collection of solid waste and recyclable materials.

(C) Each recycling and solid waste enclosure shall have four sides, one of which shall include a door or gate, unless the containers are stored in a building. Enclosures shall be a minimum of six feet high and fully screen all materials and containers from public view.

(D) Recycling and solid waste enclosures shall not be located in any parking, landscape or setback areas, including any increased setbacks on commercial and industrial properties as required by the zoning code, unless otherwise approved by use permit.

(E) The property owner is responsible for the maintenance and cleanup of recycling and solid waste enclosures.

(F) The recycling and solid waste contractors are responsible for the maintenance of their respective bins and containers.

(G) Driveway or aisle leading to the enclosure shall be a minimum of sixteen feet in width.

(H) In a complex where driveways do not extend from street to street, a turnaround area for the collection vehicle shall be provided.

(I) Vehicle access to the enclosure shall be unobstructed and provide a minimum of fifteen feet vertical clearance.

(J) Loading area shall provide a minimum twenty feet vertical clearance. A concrete pad consisting of five inch aggregate base and six-inch Portland cement paving, or equivalent, as approved by the director of community development shall be constructed in front of each enclosure for the collection vehicle. The pad shall have a level surface where the containers are used.

(K) Recycling and solid waste enclosures shall be located within one hundred fifty feet from any dwelling unit unless otherwise approved by the director of community development.

(2) Commercial/Office/Public Facilities Zoning Districts.

(A) Enclosures shall be constructed of masonry with exterior material that matches the main structure.

(B) Enclosure door shall be of solid steel or aluminum.

(3) Residential Zoning Districts.

(A) Enclosures shall be constructed of wood or masonry compatible with the main structure.

(B) Enclosure door shall be of solid steel or aluminum.

(4) Industrial Zoning Districts. Enclosures shall be, at a minimum, slatted chain link fencing. The director of community development may require enclosures to be constructed of wood or masonry to be compatible with the main structure or to enhance the public view of the enclosure.

(f) Cart Service for Residential Uses.

(1) Single-family and multifamily uses of three or fewer units shall store recycling and solid waste containers so that they are either screened from public view from the public right-of-way or stored in the side yard of the premises behind the face of the house. Containers may remain in public view for purposes of collection in accordance with Chapter [8.16](#).

(2) Townhouse uses with four or more units and dedicated attached garages that choose to provide individual cart service shall design facilities in accordance with the criteria provided in the "Design Requirements for Solid Waste and Recycling Collection in Townhome Complexes" prepared by the city engineer and director of community development and established by city council.

(A) Except when approved as part of a special development permit or use permit, proposed individual cart service for storage and collection of recycling and solid waste in multifamily developments shall require the approval of a miscellaneous plan permit by the director of community development. The director of community development may approve an application, require modifications, or may impose additional requirements to ensure the safe and efficient collection of solid waste and recyclable materials. The solid waste program manager shall advise the director of community development on adequate facilities required for the use. The public safety department shall advise the director of community development on fire safety and hazardous materials containment requirements.

(g) Exemptions. Requirements of this section shall not apply to:

(1) Recycling bins not accessible to the general public used exclusively by a business for its recycling program.

(2) Recycling centers for which a use permit or special development permit is required. (Ord. 2926-10 § 1; Ord. 2816-06 § 2; Ord. 2714-02 § 2; Ord. 2649-00 § 7; Ord. 2623-99 § 1; prior zoning code § 19.46.040(a), (b), (d)—(n)).

19.38.040. Individual lockable storage space for multiple-family residential.

(a) Purpose. The purposes of this section are to:

- (1) Protect the integrity of the city's neighborhoods.
- (2) Preserve and enhance the high-quality character of neighborhoods.
- (3) Encourage residents to maintain clean neighborhoods by preventing unsightly accumulation of discarded materials and illegal dumping of furniture and other municipal solid waste.
- (4) Minimize unattractive elements which clutter the roadway.

(b) Applicability. The provisions of this section shall apply to all new multi-family residential development in all zoning districts.

(c) Required Storage. A minimum of one individual lockable storage unit shall be provided for each dwelling unit which shall be separate, lockable, weatherproof, and provided to tenants without an additional cost.

(d) Size. The minimum interior size of the storage space shall be as follows:

- (1) Two hundred cubic feet for studio and one bedroom units.
- (2) Three hundred cubic feet for all other units.

(e) Dimensions. The storage space shall be at least eight feet in one direction and no less than three feet in any other direction. The maximum height shall not exceed ten feet.

(f) Location. The storage space may be accessible from inside or outside the dwelling unit such as a patio, deck, balcony, interior or exterior hallway, interior room or separate structure. If storage space is attached to a bedroom it must be in addition to a bedroom closet. Required storage space shall not be located in an attic. A two-car garage meeting the minimum area and dimensions shall satisfy the lockable storage requirement.

(g) Exceptions. The decision maker may allow the storage space to be split between two locations under the following circumstances:

- (1) The combined space meets the minimum size requirements;

- (2) Each space is of sufficient size and dimensions to meet the purposes of this section; and
- (3) If one or both spaces is an interior closet, sufficient additional closet space is provided for the occupants' needs of daily living. (Ord. 3128-17 § 1; Ord. 3111-17 § 2; Ord. 2810-06 § 7; Ord. 2623-99 § 1; prior zoning code § [19.46.042](#)).

19.38.045. Community room or club house requirement for multiple-family residential.

(a) For all new multiple-family residential developments that contain fifty through ninety-nine housing units, a community room or club house with a minimum meeting space size of two hundred twenty-five square feet shall be provided on-site for use by all members of the residential community. For existing fifty through ninety-nine housing unit multiple-family projects that are remodeled or converted from rental to ownership housing, any existing community room or club house shall be retained.

(b) For all new multiple-family residential developments that contains one hundred or more housing units, a community room or club house with a minimum meeting space size of four hundred fifty square feet shall be provided on-site for use by all members of the residential community. For existing one hundred or more housing unit multiple-family projects that are remodeled or converted from rental to ownership housing, any existing community room or club house shall be retained.

(c) Notwithstanding subdivisions (a) and (b), the approving authority for any project subject to the terms of this section may waive the requirement to provide a community room or club house upon a determination, based upon the circumstances of the specific project, that the objectives and purposes of the general plan of the city of Sunnyvale would not be served by imposing the requirement. In determining whether a waiver is appropriate, the approving authority shall consider any impacts the requirement might have on achieving density goals, useable open space, or other development standards, and also shall consider any other amenities the proposed project might offer. (Ord. 2793-05 § 2).

19.38.050. Prewiring for residential units.

(a) All new construction of residential dwelling units shall provide and incorporate therein electronic communications signal distribution facilities, suitable for use with dish antennas, cable signal services, and similar master antennas or signal distribution services. Such facilities shall be constructed to the then current minimum technical standards to the extent feasible for wiring and other devices suitable for use by master antenna systems as well as cable television systems. The facilities required by this section shall terminate at the exterior wall or roof of the affected building.

(b) All multiple family units shall be prewired for cable, multiple phonelines and computers. (Ord. 2623-99 § 1; prior code § 19.46.045).

19.38.060. Elevators.

Elevators shall be provided for each residential building of four or more stores. Each garage level shall be considered a story. (Ord. 2623-99 § 1).

19.38.075. Stormwater runoff pollution prevention requirements.

Depending on a project's impervious surface area, requirements described in the National Pollutant Discharge Elimination System (NPDES) permit may apply. See Chapter [12.60](#) and Section [19.82.020](#)(23) of this code for stormwater management requirements and the project application process. (Ord. 2745-04 § 3).

19.38.080. Sidewalks—Industrial districts.

(a) Except as may be permitted by use permit, all uses within the M-S (industrial and service) and M-3 (general industrial) districts shall provide sidewalks along public street frontage. Such sidewalks shall comply with all applicable specifications and other requirements of Title 13 of this code, with the exception that alternate surface materials, colors and design thereof may be authorized by use permit; provided that durability, safety and compatibility with adjoining improvements is at least equivalent to the minimum specifications contained in Title 13. Such sidewalks shall be required at the time of any of the following and may be made a condition of issuance of any building permit, certificate of occupancy or other permit required for any of the following:

- (1) New construction;
- (2) Reconstruction, as defined in subsection (b) of any building or buildings, involving ten percent of the gross building area, or five thousand square feet, whichever is less; or
- (3) Expansion of existing individual buildings by ten percent or more of existing gross floor area, or by five thousand gross square feet, whichever is less; or
- (4) Change in use requiring a tentative map, special development permit or use permit having the potential to cause a significant increase in pedestrian traffic.

(b) For purposes of this section, the term “reconstruction” shall mean the demolition and replacement of an existing structure or structures, or portion thereof, which may either completely replace the original structure or which may incorporate a portion or portions of the original building in the new structure. This subsection shall not apply to reconstruction which is confined entirely to the interior of an existing structure.

(c) Where sidewalks are deemed required pursuant to paragraphs (2) and (3) of subsection (a), the costs of such required sidewalk construction shall not exceed ten percent of the total cost of the reconstruction or expansion. (Ord. 2905-09 § 10; Ord. 2634-00 § 1; Ord. 2623-99 § 1; prior zoning code § [19.46.055](#)).

19.38.090. Underground utilities.

(a) All utilities and communication services associated with new development, redevelopment, subdivision or change in use shall be placed underground unless otherwise exempted by this section.

(b) Utilities and communication services include:

- (1) All sewer, water and gas facilities except appurtenant equipment such as regulator, metering and testing equipment.
- (2) All electric and communication facilities such as telephone, cable television, fiber optics, etc. including building service (laterals and service drops); and distribution (boundary) facilities such as electric distribution lines of 34.5 KV or less and existing facilities located on the premises or within rights-of-way contiguous to the project site.
- (3) Transformers and similar equipment capable of undergrounding located between a public street and the front of any building.
- (4) Facilities installed in addition to nonconforming equipment if located between a public street and the front of any building.

(c) Electric and communication facilities do not include:

(1) Equipment appurtenant to laterals such as transformers, terminal boxes and meter cabinets. Transformers and similar equipment capable of undergrounding located behind the front of any building.

(2) Existing nonconforming equipment appurtenant to laterals associated with emergency replacement, enlargement or increase in capacity. Facilities installed in addition to nonconforming equipment if located behind the front of any building. (Ord. 2823-06 § 1; Ord. 2623-99 § 1; prior zoning code §§ [19.20.045](#), [19.46.060](#)).

19.38.095. General requirements.

(a) Required undergrounding may be accomplished on a time schedule approved by the planning commission or director of community development.

(b) As conditions of approval for any use permit or special development permit the planning commission or city council may impose undergrounding requirements other than those contained in this section.

(c) All existing electric and communication service laterals shall be placed underground whenever such service is increased in capacity, added to or relocated except the addition, alteration or rehabilitation of single family dwellings.

(d) When distribution facilities are required to be undergrounded, all existing on-site and frontage overhead communication and electric distribution facilities extending from on-site boundary and frontage lines to off-site poles or buildings shall be removed and replaced with underground facilities. Where on-site boundary line poles are within fifteen feet of a cross property line, a new pole may be required to be placed at the property line intersection at the discretion of the director of community development.

(e) Utilities and communication services which are not required to be placed underground include:

(1) Boundary lines and service drops in connection with the addition, alteration or rehabilitation of an existing single family dwelling.

(2) Boundary lines in connection with the addition or alteration of any dwellings other than single family.

(3) Service drops in connection with the addition or alteration of any dwelling other than single family unless the service drop is otherwise modified in the course of construction.

(4) Boundary lines and service drops in connection with temporary or accessory unenclosed uses.

(5) Boundary lines in connection with any unenclosed use on a paved lot or raw land with frontage less than six hundred feet.

(6) Change of use in any building having a floor area less than ten thousand square feet unless in connection with a use permit or special development permit.

(7) Boundary lines in connection with a change of use in any building with a floor area over ten thousand square feet unless in connection with a use permit or special development permit.

(8) Boundary lines in connection with new development, redevelopment or subdivision on a lot or lots having a frontage less than one block, six hundred feet or one-half the distance between existing poles along the street frontage, whichever is less.

(9) Boundary lines and service drops (unless the service drop is otherwise modified in the course of construction) with the addition of floor area to an existing building with a frontage less than two

hundred feet except that service drops must be underground if the gross floor area after the addition exceeds two thousand five hundred square feet.

(10) Boundary lines where additions to an existing building results in a gross floor area up to five thousand square feet with a frontage between two hundred feet and six hundred feet but less than one block.

(11) Existing single family properties with overhead lines located in the rear of the property.

(12) Existing single family properties with overhead lines located in the front of the property that have less than one hundred fifty feet of frontage and less than fifteen thousand square feet of land area.

(f) Waiver of undergrounding requirements. The director of community development may waive undergrounding requirements if topographical, soil or any other condition makes underground installation of such facilities unreasonable or impracticable, or if such undergrounding would result in the deleterious erection of alternate above-ground facilities for servicing other properties.

(g) In lieu fees and deferral agreements.

(1) The director of community development may allow for an in-lieu fee and/or a deferral agreement when immediate undergrounding is not feasible for a qualifying project. Deferral agreements shall specify when the work and payment are to be completed and shall be recorded against the property.

(2) The director of community development may allow for the payment of an in-lieu fee or a deferral agreement for qualifying property located in a Rule 20 Area. (Ord. 2905-09 § 10; Ord. 2823-06 § 2).

19.38.100. Allocation of costs for undergrounding.

(a) The developer shall bear all costs associated with placing utilities underground as required under Section [19.38.090](#).

(b) The developer shall share undergrounding costs with the city in the following instances:

(1) Where existing overhead utilities, except service drop to subject development, extend from the boundary of developer's property across a public right-of-way or in the case of lines across or into adjoining private property; or

(2) Where existing overhead utilities extend beyond a street frontage boundary of developer's land along a street frontage boundary of an adjacent property owner; or

(3) Service drops from the subject development to property not owned by the developer, where the service drops do not extend directly across a public right-of-way from the subject development.

(c) The undergrounding costs in subsection (b) shall be allocated in accordance with the following provisions:

(1) The developer and the city shall equally divide the cost of placing utilities underground where the service extends from a pole at the extremity of the developer's land and extends across a public right-of-way to a pole fronting on or located on land owned by other than the developer;

(2) The developer and the city shall each pay a pro rata share of costs in relation to the percentage of linear feet of service traversing the land or street frontage of developer's land to that traversing the land or street frontage of adjacent property not owned by the developer;

(3) The city shall pay only the cost of the undergrounding and on-site conversions on property not owned by the developer where the existing overhead service drops originate from poles or lines that

are not located along the street frontage or on the developer's land. Such service drops include street crossings and service drops to adjoining properties not owned by the developer.

(d) Nothing herein shall obligate the city of Sunnyvale to pay the allocated costs as described in subsection (b). The city may decide not to contribute to the cost of placing the service underground. In such case, the appropriate review authority of the city reserves the right to substitute a reasonable and less costly alternative; to require partial undergrounding; or to require any reasonable combination of undergrounding, no undergrounding, and conduits to mitigate the visual effects of above-ground service or such alternatives may be utilized in order to facilitate future undergrounding.

(e) Nothing herein shall prevent the city from seeking reimbursement of amounts expended under the provisions set forth in subparagraphs (1) and (2) of subsection (c) from property owners benefited from the work in the event that the owner of property so benefited subsequently applies for any permit which would have required the placement of utilities underground pursuant to Section [19.38.090](#). (Ord. 2823-06 § 3; Ord. 2623-99 § 1; prior zoning code § [19.46.065](#)).

View the [mobile version](#).



City of Sunnyvale

Agenda Item

21-0677

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

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)

BACKGROUND

A Tentative Agreement has been reached between the City of Sunnyvale (City) and the Service Employees International Union (SEIU) on a one-year extension to the current Memorandum of Understanding (MOU) and minor administrative clarifications to certain provisions. SEIU represents all part-time employees in classifications such as Part-time Facility Attendant, Part-time Office Assistant, Part-time Career Advisor, Part-time Vehicle Abatement Officer, Part-time Librarian, Part-time Environmental Chemist. This report recommends approval of the MOU extension, which if approved by the City Council, will be in effect from July 1, 2021 through June 30, 2022.

The current MOU between the City and SEIU expired on June 30, 2021. Representatives for the City and SEIU began the meet and confer process in April 2021 and met three times to reach an agreement. The City reached a Tentative Agreement with SEIU on June 9, 2021 and was notified on June 28, 2021 that the SEIU membership ratified the Tentative Agreement.

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 significant provisions of the extended SEIU MOU are as follows:

Term

Extend contract by one year from June 30, 2021 to June 30, 2022.

Wages

Provide the same salary increases and one-time pay for Sunnyvale Employees' Association/IFPTE

Local 21 covered classifications that are also represented by SEIU. Thus, SEIU members will receive a 3% salary increase effective July 11, 2021. SEIU members will also receive a one-time payment totaling 1.5% of annual base salary as off-salary-schedule pay (not reportable to CalPERS). Although these wage changes appear significant, the parties consider this an extension consistent with wage practices in the contract since fiscal year 2016/17, in which SEIU employees have received wage increases that parallel those applied in the SEA bargaining unit.

Agency Shop

Update procedures to reflect current City practices for collection of union dues.

Grievance Procedure

Clarify definition of "work day."

Appendix A

Update list of current classification titles.

FISCAL IMPACT

The total compensation cost for SEIU employees is approximately \$2.5 million per year. Adjustments in salary and one-time pay is included in the FY 2021/22 Adopted 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 the Office of the City Clerk and on the City's website.

ALTERNATIVES

1. Authorize the City Manager to Execute 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 the Service Employees International Union).
2. Do Not Authorize the City Manager to Execute a One-Year Extension of the Memorandum of Understanding between the City of Sunnyvale and the Service Employees International Union (SEIU), and do not adopt the related resolution.
3. Provide other direction to staff.

STAFF RECOMMENDATION

Alternative 1: Authorize the City Manager to Execute 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 the Service Employees International Union).

Prepared by: Tina Murphy, Director, Human Resources

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Memorandum of Understanding between the City of Sunnyvale and the Service Employees International Union - redlined version
2. Memorandum of Understanding between the City of Sunnyvale and the Service Employees International Union - final version
3. Resolution Amending the City's Salary Resolution and the Schedule of Pay to Increase Salaries for Pay Plan Category L (Employees Represented by the Service Employees International Union)

CITY OF SUNNYVALE

and

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521
(Bargaining Unit #4)**

MEMORANDUM OF UNDERSTANDING

July 1, 2017 to June 30, 2021
Extended to June 30, 2022



Sunnyvale



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**CITY OF SUNNYVALE
and
BARGAINING UNIT #4
Service Employees International Union, Local 521**

MEMORANDUM OF UNDERSTANDING

Article 1 - RECOGNITION

1.1 Service Employees International Union, Local 521, AFL-CIO (hereafter, "Union") is hereby recognized as the Exclusive Representative of City Employees in Bargaining Unit #4 (hereafter, "Unit"). The term "employees" as used herein refers to those employees regularly scheduled to work a minimum of 1,092 hours to a maximum of 1,716 hours per fiscal year and occupying the classifications as currently listed in Appendix A, or as may be modified by mutual agreement of the Parties during the term of this Memorandum of Understanding (hereafter, "MOU").

1.2 If the City develops a new classification, it shall make an initial determination as to the unit placement of that classification.

1.3 The City shall notify the Union of the development of a new classification and the City's initial unit placement, and, upon written request from the Union within ten (10) working days of the City's notice, shall consult with the Union concerning the unit placement of the new classification.

Article 2 - TERM

The term of this Agreement shall be from July 1, 2017 through and including June 30, ~~2021~~2022.

Article 3 - FULL UNDERSTANDING, MODIFICATIONS, AND WAIVERS

This Agreement sets forth the full and entire agreement of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements, including any prior memoranda of agreement, over these matters between parties, whether formal or informal, are hereby superseded or terminated in their entirety.

It is agreed and understood that, except as set forth herein, each party hereto

voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation, during the term of this Agreement.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

The provisions of this Agreement are of no force or effect until ratified by the Union and duly adopted by the City Council of the City of Sunnyvale.

The parties agree to mutually select a printer who will produce copies of this Agreement. The parties will equally share the cost of the initial edition. If either party needs additional copies, such party will bear the cost of the additional printing.

Article 4 - SEVERABILITY (SAVINGS CLAUSE)

4.1 In the event any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

4.2 If a provision is declared invalid or unenforceable as provided in Section 4.1 above, then at the written request of either Party submitted to the other within ten (10) working days of such action by the court, the Parties shall meet promptly to negotiate the impact of such declaration by the court.

4.3 If the federal government or State of California implements legislation which penalizes the City for paying increases in benefits and wages in excess of certain limits, then at the written request of either Party submitted to the other within ten (10) working days of such action by the government, the Parties shall meet promptly to negotiate the impact of such legislation.

4.4 If the federal government or State of California grants additional benefits, then at the written request of either Party submitted to the other within ten (10) working days of such action by the government, the Parties shall meet promptly to negotiate the impact of such granting.

Article 5 - SUCCESSOR AGREEMENT

5.1 In accordance with the City Civil Service Rules and Regulations, the parties agreed that they shall endeavor to provide each other with notification of a desire to negotiate for a successor Agreement by 120 days from the expiration of this Agreement.

It is the intent of both parties to try and reach a successor Agreement prior to the expiration of this Agreement. However, it is by no means a mandatory obligation of the parties to do so.

Upon receipt of such written notice from either party, negotiations shall begin no later than 90 calendar days prior to the termination date of the agreement.

If either party is unable to meet the timeline, it shall not result in any waiver of rights. The parties shall meet as soon as possible.

Article 6 - RELEASE TIME

6.1 When negotiating a successor agreement, the Union shall be represented by no more than five (5) employees who will not lose wages and benefits when negotiating during their scheduled work hours. The Union shall have the right to assign up to 5 bargaining unit members to participate in negotiations who shall be entitled to paid release time as long as it occurs during the regular scheduled work hours. Union members chosen to participate in negotiations shall be entitled to release time for maximum of 1 hour before negotiation begins until 1 hour after negotiation ends (as long as the pre and post negotiation occurs during regular work hours).

6.2 The Union shall submit the names of all designated representatives to the Director of Human Resources at least two working days in advance of such meetings.

6.3 If the SEIU Field Representative of the Union attends a mutually agreed upon meeting with the City, the SEIU Worksite Organizer and up to two (2) stewards and/or Chapter Chair shall have reasonable release time to attend such meeting.

6.4 Travel time is included within the reasonable release time.

Article 7 - CITY RIGHTS

Except as modified by this Agreement, the rights of the City as contained in the City Charter, Constitution, and Laws of the State of California include, but are not limited to, the right to determine the services, activities, and functions of its constituent departments, commissions and boards; set standards of service, determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations, determine the methods, means and personnel by which governmental operations are to be conducted; take all necessary actions to carry out its service,

activities, and functions in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

Article 8 - ORDINANCES, CODES, RESOLUTIONS, AND POLICIES

8.1 Any written City ordinances, codes, resolutions, or policies currently in effect that cover subjects within the scope of representation shall not be changed during the term of this Agreement without first giving the Union the opportunity to meet and confer concerning such changes, except as otherwise provided by this Agreement.

Such meeting and conferring shall be up to and including mediation.

Within four (4) weeks of a written request by the City, the parties shall begin negotiations concerning proposed changes to the City's Administrative Policy and the City's Civil Service Rules.

The City shall administer the Achievement Plans/Audits for Classified Regular Part-Time Employees in accordance with the Administrative Policy Manual Chapter III, Article V, Section 4.

The City and SEIU agree to re-open this Article of the MOU at such time as the City is ready to develop a new employee evaluation system.

Article 9 - CIVIL SERVICE RULES AND REGULATIONS

This Agreement adopts and incorporates by reference the provisions of the Civil Service Rules and Regulations and the existing Salary Resolution insofar as these provisions apply to wages and fringe benefits and such provisions remain in effect except as modified herein.

Article 10 - NON-DISCRIMINATION

Neither party shall discriminate against an employee based on race, religious creed, color, national origin, ancestry, sex, age, gender, political activity or affiliation, disability, medical condition, sexual orientation, or marital status. Neither party shall interfere with, intimidate, restrain or coerce any employee in his/her free choice to participate or not to participate actively in, or to join or not to join the Union.

The City will comply with the disability discrimination provisions of the Americans with Disabilities Act (ADA) and the Fair Employment and Housing Act (FEHA). Employees who are disabled as defined by the law will be entitled to reasonable accommodations in order to continue employment as required by ADA and FEHA.

Article 11 - AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this Agreement:

11.1 City's principal authorized representative shall be the City's Director of Human Resources or his/her duly authorized representative [address: 505 West Olive Avenue, Suite 200, Sunnyvale, CA 94086; telephone 730-7490; FAX (408) 720-1497] except where a particular management representative is specifically designated in connection with a specific purpose.

11.2 The Union's principal authorized representative shall be the Union's Executive Secretary or his/her duly authorized representative.

Article 12 - UNION ACCESS

12.1 Authorized Union representatives may be granted access to work locations in all facilities where employees covered by this Agreement are employed, to conduct grievance investigations and observe working conditions.

12.2 Authorized Union representatives shall not interfere with the work operations of the City. Authorized Union representatives desiring such access to work locations shall first request entrance from the appropriate manager at which time the Authorized Union representative shall inform said manager of the purpose of the visit. Such request may be made by telephone or in person upon entering the work location.

12.3 The manager may deny access to a work location if, in his or her judgment, the visit will unduly interfere with the operation of the City. If access is denied, the Authorized Union representative will be informed when access will be made available. Such access shall be at a mutually agreed upon time, or within 24 work hours, if no agreement can be reached.

12.4 The Union shall give the Director of Human Resources a list of Authorized Union representatives. Access shall only be granted to Authorized Union representatives on the current list.

Article 13 - STEWARDS

13.1 A steward shall be granted reasonable release time to investigate and/or prepare for a grievance procedure and to attend a formal grievance hearing. A steward shall be granted reasonable release time to attend an investigative

meeting and to act on behalf of an employee facing possible disciplinary action.

- 13.2 A steward desiring to leave his/her work location to process a grievance shall first obtain permission from his/her supervisor. Release from work shall be made as soon as practical.
- 13.3 Permission from the grievant's supervisor shall first be obtained before a steward enters a work location of a grievant to process a grievance. Permission to enter shall be made as soon as practical.
- 13.4 The Union agrees that whenever a steward is involved in grievance activities listed above during work hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized.

Article 14 - AGENCY SHOP

~~The parties are aware of the law enacted pursuant to Senate Bill 739, effective January 1, 2001, amending Government Code Section 3500 et. seq. concerning agency shop. The parties have agreed to implement and apply agency shop as set forth below. To the extent that there are differences between the statutory provisions and the language in this MOU, the MOU is intended to prevail.~~

~~14.1 Agency Shop Implementation~~

~~All SEIU represented employees must either join the Union, pay a rate equivalent to Union membership dues or pay a rate otherwise specified by the Union or execute a written declaration claiming a religious exemption from this requirement.~~

~~Any SEIU represented employee hired by the City shall be provided through the Department of Human Resources a notice advising that the City has entered into an Agency Shop agreement with the Union.~~

~~Such notice shall include a form for the employee's signature authorizing payroll deduction of the Union dues or agency shop fees at a rate equivalent to Union membership dues, or to request an exemption and to authorize the appropriate charitable contribution in lieu of Union membership or a rate equivalent to Union membership dues payment (see #2 below). Employees shall have fifteen (15) working days following the initial date of employment to fully execute the authorization form and return said form to the Department of Human Resources. If the employee fails to return the authorization forms, the City will initiate payroll deduction for agency shop at a rate equivalent to Union membership dues effective the next full pay period.~~

14.9 Religious Exemption

~~Any SEIU-represented employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization shall be permitted upon presentation of verification of active membership in such religion, body or sect, to make a charitable contribution equal to the service fee in lieu of Union Membership or service fee payment.~~

~~Declarations of, or applications for, religious exemption and any supporting documentation shall be forwarded to the Union within ten (10) working days of receipt by the City. The Union shall have ten (10) working days after receipt of a request for religious exemption to challenge any exemption granted by the City Manager or his/her designee. If challenged, the deduction to the charity of the employee's choice shall be held/stopped pending resolution of the challenge.~~

14.1514.1 Payroll Deductions and Pay-over

The effective date of membership dues, ~~agency shop fees equivalent to Union membership dues,~~ a rate otherwise specified by the Union ~~or charitable contributions~~ shall be the next full pay period after receipt by the Human Resources Department of the authorization form.

~~Charitable deduction shall only be by regular payroll deduction. For purposes of this Article, charitable deduction means a contribution to one of the federations and/or entities within a federation to which the City has established payroll deductions under the Citywide Giving Campaign. These federations shall be exempt from taxation under 501(c)(3) of the Internal Revenue Code.~~

The employee's earnings must be sufficient, after other legal and required deductions are made, to cover the amount of the dues ~~or agency shop rate equivalent to Union membership dues~~ authorized. ~~All legal and required deductions have priority over Union dues and service fee dues.~~

When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings.

In the case of an employee who is in a non-pay status during only part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made.

The City shall promptly pay to the designated payee all sums so deducted.

Should the Union change the dues structure, the Union shall inform the City in writing. The City shall change the dues structure as quickly as possible, but will do so no later than two full pay periods from the date on which the City received written notice of the changed dues structure.

14.42 COPE Deduction

The City will ~~also~~ honor written assignments of wages to the Union's Committee on Political Education (COPE) fund, for employees in the bargaining units who submit written authorizations. Employees may revoke their authorization at any time by submitting written revocation to ~~the Payroll Department~~ SEIU Local 521; attention: Finance Department; 2302 Zanker Road, San Jose, CA 95131, who will forward such revocation to the ~~Union~~ City.

The City will forward to the Union the dues and COPE deductions along with the names and employee identification numbers within ten (10) calendar days of deduction, along with the names, wages and ID numbers of the employee.

Although the parties agree that the COPE deduction is valid and lawful, SEIU agrees to indemnify and hold the City harmless for any claims which may be brought as a result of the COPE deduction.

14.53 Reports

~~The City shall provide biannually a list of all SEIU-represented employees making charitable deductions pursuant to a religious exemption as described herein. The Union will be the custodian of records for individual employee membership and dues deduction forms. The Union will maintain all authorizations for dues deductions signed by the individual from whose salary or wages the deduction or reduction is to be made. The City will direct employee requests to cancel or change deductions to the Union. Deductions may be revoked only pursuant to the terms of the employee's written authorization. The City shall remit the deducted dues to the Union as soon as possible after deduction.~~

14.4 Certification of Union Membership

The Union agrees to provide the City on a quarterly basis (in January, April, July and October each year), a certified list of members and a statement that the Union has and will maintain written authorizations signed by the individuals from whose wages the Union dues deductions are to be made, and a statement that the Union shall indemnify the City for any claims made by the employee for deductions made in reliance on that certification, in accordance with Government Code 1157.12(a).

14.65 Financial Employee Reports

~~The Union shall annually submit copies of a financial report similar to that required by the Labor Management Disclosure Act of 1959, to the City's Department of Human Resources. Copies of such reports shall be available to employees, subject to the Agency Shop requirements of this Section, at the offices of the Union.~~

~~Failure to file such a report within sixty (60) days of the close of the Union's fiscal year shall result in the termination of all agency fee deductions, without jeopardy to any employee, until such report is filed.~~

Pursuant to Government Code section 3558, the City of Sunnyvale shall provide SEIU Local 521 with the following information regarding all employees in the bargaining unit:

- Name
- Job title
- Department
- Department Description
- Work phone number
- Home phone number
- Personal cell phone number
- Home address

For new employees, including rehires, the City shall provide this information to the Union within thirty (30) days of hire, or by the first pay period of the month following hire.

The City shall provide the same information to the Union for all existing employees every 120 days.

Reports shall be electronic and malleable.

14.76 Hold Harmless

The Union shall indemnify and hold harmless the City, its officers, and employees from any and all claims, demands, suits, or any other action arising from the Agency Shop provisions herein. In no event shall the City be required to pay from its own funds Union dues, service fees or charitable contributions which the employee was obligated to pay, but failed to pay, regardless of the reason(s).

14.78 Job Announcements

Job announcements for positions covered by this Agreement will incorporate the requirements of this Article as a condition of employment.

14.98 Enforcement

Nothing herein shall require the City to take disciplinary action against any employee who fails to comply with the provisions of this Article.

Article 15 - GRIEVANCE PROCEDURE

PREAMBLE

The parties agree that this grievance procedure is designed to resolve labor management issues in a way that maximizes the chances of mutual agreement. The communications/appeals process described below should also maximize harmonious, respectful, and polite communications.

DEFINITIONS

1. Grievance. A grievance is an alleged misapplication of a specific provision of this MOU, or a specific provision of the Administrative Policy Manual, Employee Handbook, City Ordinance, City Code, or departmental policies, rules or regulations, covering wages, hours or other terms or conditions of employment, which alleged misapplication adversely affects the grievant. The content of Employee Performance Audits is not grievable.
2. Written Grievance. A written grievance is a grievance, as defined above, which has been reduced to writing on a form provided by the City, and which shall include the grievant's name, classification, department, immediate supervisor's name, representative's name, if any; the specific section of the MOU, ordinance or code alleged to have been misapplied, a specific description of the alleged grievance, with the circumstances supporting the grievant's allegation, and the specific remedy requested to resolve the grievance.
3. Grievant. A grievant is an employee, a group of employees or the Union. A grievant may file a grievance, as defined above. Alleged misapplications which affect more than one employee in a substantially similar manner may, by mutual agreement, be consolidated as a group grievance and thereafter represented by a single grievant.
4. Work day for this section is defined as Monday through Friday exclusive of holidays.

GRIEVANCE PROCESS

1. Unwritten Grievance. The grievant shall orally discuss his/her grievance with his/her immediate management supervisor in an attempt to resolve the

grievance. The management supervisor shall give an oral response to the employee within seven (7) work days of the issue being raised by the employee.

2. Written Grievance.

Level 1: If the grievant is not satisfied with the resolution proposed at the unwritten level, he/she may, within thirty (30) calendar days from the event giving rise to a grievance, or from the date the employee should reasonably have been expected to have knowledge of such event, file a formal written grievance with his/her Program Manager on a form prepared and supplied by the City. The Program Manager shall, within seven (7) work days from the receipt of the grievance, meet the grievant and give a written response to the grievant on the original grievance form.

Level 2. If the grievant is not satisfied with the written response from his/her Program Manager, the grievant may, within seven (7) work days from the receipt of such response, file a grievance with his/her Division Level Manager. Within seven (7) work days of receipt of the written appeal, such Manager shall investigate the grievance, which shall include meeting with the grievant, and give a written response to the grievant on the original form.

Level 3. If the grievant is not satisfied with the written response from his/her Division Level Manager, the grievant may, with seven (7) work days from the receipt of the response appeal the grievance to the Department Director. Within seven (7) work days of receipt of the written appeal, the Department Director or designee shall investigate the grievance, which may include a meeting with the grievant, and give a written response to the grievant on the original grievance form.

Level 4. If the grievant is not satisfied with the written response of the Department Director, the grievant may, within seven (7) work days from the receipt of this response, file a written appeal to the City Manager or designee. Within ten (10) work days of receipt of the written appeal, the City Manager or designee shall investigate the grievance, which shall include a meeting with the grievant, and give a written response to the grievant.

GENERAL PROVISIONS

1. The time limits set forth herein above are to be strictly followed. Time limits may be waived only by written agreement signed by the parties.
2. If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be prevented from going further.

3. If the original grievance is modified at any step, it shall be considered a new grievance and must be re-filed, treated as a new grievance and subject to all procedural considerations, unless, modified in writing by mutual consent of the parties.
4. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal to the next higher level.
5. The grievant may be represented by a person of his/her choice at any formal level of this procedure.
6. Formal levels may be waived by mutual written consent of the parties.
7. If the grievant is not represented by the Union, the Union shall be notified of a settlement proposed at any written level of the procedure which is acceptable to both the grievant and the City prior to the settlement being finalized. The purpose of this step is to allow the Union to state its position for the record. If the Union does not provide a written response within seven (7) work days after notification, such opportunity shall be considered waived, and the proposed settlement shall be implemented and the matter closed. If a timely response is made, the City's representative shall give full consideration to the Union's position prior to settlement of the grievance.
8. Although grievances will normally be filed at the first level, the parties recognized that certain grievances, due to their nature, should be more appropriately filed at a higher level. The parties therefore agree that if a grievant and the program manager at level 1 agree that a grievance may be filed at a higher level, the grievant may then go ahead and file a grievance at the higher level.
9. By mutual agreement of the parties, a grievance may revert to a previous level of the procedure.

GRIEVANCE REPRESENTATIVE

1. There shall be a reasonable number of Grievance Representatives in this Unit.
2. At the request of the grievant, the grievant may be represented by a Grievance Representative.
3. In instances where the designated Grievance Representative is unable to represent a grievant, the Chapter Chair shall represent the grievant or designate a representative who is on the current list as provided below, to act as a substitute.

4. Both the Grievance Representative and either the Chapter Chair or designee will be allowed to represent at Level 2 or higher.
5. A Grievance Representative shall be granted reasonable release time to investigate and/or prepare for a grievance procedure and to attend a formal grievance hearing. A Grievance Representative shall be granted reasonable release time to attend an investigative meeting and to act on behalf of an employee facing possible disciplinary action.
6. A Grievance Representative shall operate within their designated area except as provided in Paragraph 3 above.
7. A Grievance Representative desiring to leave his/her work location to process a grievance shall first obtain permission from his/her immediate supervisor. Release from work shall be made as soon as practical.
8. A Grievance Representative desiring to enter the work location of a grievant to process a grievance shall first obtain permission from the grievant's supervisor. Permission to enter shall be made as soon as practical.
9. The Union agrees that whenever a Grievance Representative is involved in grievance activities listed in Paragraph 5 above during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized.
10. The Union shall give the Human Resources Director or designee a list of the names of employees selected as Grievance Representatives, and will immediately notify the Department of Human Resources of any changes.
11. Only those employees whose names are on the current list shall be granted release time to serve as a Grievance Representative.

ARBITRATION

1. If a grievance has been properly processed through the Grievance Procedure, and has not been resolved, and the original grievance is an alleged misapplication of a specific provision of this MOU which adversely affects the grievant, then the grievant, through the Union, may appeal the grievance to Arbitration.
2. To request Arbitration, the appeal must be filed with the Director of Human Resources or designee within ten (10) days of receipt of an answer at Level 4, or ten (10) days from the last day an answer was possible at Level 4 of the Grievance Procedure.

3. The parties may mutually agree upon the selection of the arbitrator or shall jointly request the State of California Conciliation Service to provide a list of seven (7) names of persons qualified to act as arbitrators.
4. Within ten (10) days following receipt of the above-referenced list, the parties shall meet to select the arbitrator. The right to strike the first name shall be determined by lot, and the parties shall alternately strike one name from the list until only one (1) name remains, and that person shall be the arbitrator.
5. Within twenty (20) days following the receipt of the notice of appeal to arbitration, a meeting shall be arranged by the Director of Human Resources or designee with the employee and appropriate Union representative to prepare a joint statement of the issue(s) to be presented to the arbitrator. If the parties are unable to agree upon the issue(s), each party will prepare its statement of the issue(s) to be presented to the arbitrator.
6. The arbitrator shall hold a hearing on the issue(s) jointly submitted, or as determined by the arbitrator if the parties have not mutually agreed upon the issue(s), and, within 30 calendar days of the hearing, render a written decision with reasons for the decision.

Post Hearing Briefs

Unless the parties mutually agree, there shall be no post hearing briefs. The parties shall present oral argument immediately upon close of the presentation of evidence. However, in the situation of multiple day hearings broken by days or weeks, or of a complex case, a party may request of the arbitrator the right to submit a post-hearing brief.

7. Each of the parties shall pay for the time and expenses of its representatives and witnesses through all stages of the arbitration and shall contribute equally to the fees and expenses of the arbitrator and court reporter, if any.
8. The parties agree that the arbitrator shall not add to, subtract from, change or modify any provision of this Agreement and shall be authorized only to apply existing provisions of this Agreement to the specific facts involved and to interpret only applicable provisions of this Agreement.
9. The decision of the arbitrator shall be final and binding.
10. The arbitrator's award is subject to the California Arbitration Act, by petition of either side, pursuant to C.C.P. Sections 1280, et seq.

APPEAL PROCEDURE WAIVER

The Union agrees that the procedures set forth in this Agreement are the only grievance and appeal procedures available to the employees it represents and that any appeal rights found elsewhere within City Codes, Ordinances or Resolutions are waived. The sole exception to this waiver is the Impasse Procedure, which is still applicable as a dispute resolution procedure available during the meet and confer process.

Article 16 - PROBATIONARY PERIOD

- 16.1 Upon appointment to a classification within the bargaining unit, an employee shall serve a probationary period of six (6) calendar months. If a status change is granted, regular status will be effective the first full pay period following the six (6) calendar month period.
- 16.2 The City may at its discretion extend the probationary period up to an additional 6 months by placing the bargaining unit member on notice of such extension prior to the expiration of his/her probation. Under no circumstances may probation be extended more than 6 months.
- 16.3 The City may reject an employee for any reason, as long as the reason is not unlawful.
- 16.4 A bargaining unit member who is promoted within a unit and who is required to serve probation on a promotional assignment will be entitled to his/her previous job position if it is still vacant and budgeted for at the time of rejection if the employee has held regular status in the previous position.

Article 17 - MINIMUM/MAXIMUM HOURS

- 17.1 Regular Part-Time employment shall consist of a regular schedule, provided that the employee's normal work hours may not exceed thirty (30) hours per week, nor be less than twenty-one (21) hours per week, and provided further that an employee's total paid hours may not exceed 1,716 hours nor be less than 1,092 hours per fiscal year.

The number of hours per week that the employee will work will be established upon hire (i.e. 21 hours per week, 28 hours per week, etc.). It is expected that the employee will maintain his/her regularly scheduled hours each week utilizing work hours and/or accrued leave. The exception is for a week in which a holiday occurs; reference Article 36.

By mutual agreement, employees may work more than their regularly schedule hours per week.

In addition, subject to supervisor/manager approval, employees, may voluntarily flex their schedule on a temporary basis. The flex schedule must occur within the employee's regular workweek. The primary, but not exclusive, use of this provision is for the scheduling of evening meetings, special events, and occasional necessary work that cannot be performed during an employee's regular schedule.

- 17.2 If the City decides to add or subtract hours to a vacated position, it will notify the Union of its intention to change, and the reason for the change.
- 17.3 It is the intention of the City to discuss any proposed permanent increase or decrease in hours with the affected employee(s) prior to requesting such additional work or cuts in hours (within the maximum and minimum). The employee's needs will be accommodated whenever possible.
- 17.4 The City shall not schedule work shifts of less than four (4) hours, unless by mutual agreement with worker(s) or pay for a minimum of four (4) hours.
- 17.5 The City shall provide rest periods as provided for in the Administrative Policy Manual (Chapter III, Article VI, Section 3).
- 17.6 The City will monitor the hours of its casual workers and agrees to provide SEIU with a monthly (by the 10th of each month) printout of all casual workers whose hours exceed 900 hours in the fiscal year. For any casual workers whose hours exceed 900 hours in the fiscal year, SEIU may put the City on notice in writing that the City has five working days in which to either: 1) place that employee in the SEIU bargaining unit with a probationary period which shall commence five working days from SEIU's notice; or 2) no longer employ the person for the remainder of the fiscal year.

Article 18 - REDUCTION IN FORCE

- 18.1 When it is necessary to reduce the staff for lack of work or funds or in the interest of economy, the City Manager shall determine the classes in which the reduction is to be made and the number of positions to be eliminated. The layoff of employees shall occur within the classes determined in accordance with the following procedure:
 - a. All employees holding substitute/casual/provisional appointments shall be laid off first.
 - b. Employees holding probationary appointments in reverse order of

seniority shall be laid off next.

- c. Employees holding regular appointments who have an overall performance rating of does not meet expectations/needs improvement in the last complete performance evaluation shall be laid off next.
- d. All regular employees in reverse order of seniority having a performance rating of at least achieves expectations shall be laid off last in order of seniority of service.
- e. The names of regular employees laid off according to this procedure shall constitute a re-employment list in the inverse order of layoff. Employees shall remain on the list for three years.
- f. An employee is allowed only one refusal to an offer of reinstatement from the list and will remain on the list. If an employee refuses another offer he/she shall be removed from the list.

The side letter titled Cross-Unit Bumping dated March 4, 2013, between the City and the Unit, et al. remains in full force and effect for the term of this MOU.

- 18.2 In addition to decreasing hours for operational reasons, the City may wish to reduce hours in-lieu of a reduction-in-force. If the City wishes to do this, it agrees to negotiate with the Union before implementing a reduction in hours.

Article 19 - WAGES

- 19.1 An employee shall be paid only under one pay rate or scheduled amount in any given pay period, except as provided with regard to working out-of-class.
- 19.2 The parties agree with the principle that wages should be "market competitive."
- 19.3 Definition of "Market Competitive". Market competitiveness is defined as a comparison with Regular Full Time classifications within the City of Sunnyvale, or the establishment of an internal relationship to a Regular Full Time or Regular Part Time classification in the City of Sunnyvale. Explanations of "market comparisons" are provided in the following subparagraphs:

As used in this Article, "salary" means hourly rate of pay.

Comparison with Full-Time Classification. If the essential functions, knowledge, skills, and abilities of an SEIU represented classification correspond to a Regular Full-Time classification in the City's work force, the

target salary of the SEIU classification shall be the salary assigned to the Regular Full-Time classification.

Internal Relationship. If there is neither a corresponding Regular Full-Time classification to compare, nor a corresponding Regular Part-Time classification, "market competitiveness" will be determined by a differential from the salary of the Regular Full-Time or Regular Part Time classification that is most closely related to the classification represented by the bargaining unit. For example, The Library Specialist III classification will be set at sixty five percent (65.0%) of Part-Time Librarian (i.e. target salary). In addition, the salary for a Part-Time classification shall not exceed the salary of the corresponding Full-Time classification.

19.4 Salary Adjustment. During the term of this agreement, employees in this unit will receive the following:

- a. Fiscal Year 2016/2017 increase: Effective the first full pay period in July 2016 (July 3, 2016), employees in this unit shall receive a salary increase of 5.5 percent.
- b. Fiscal Year 2017/2018 increase: Effective the first full pay period of 2017/2018, employees in this unit shall receive a salary increase of 4.0 percent.
- c. Fiscal Year 2018/2019 increase: Effective the first full pay period of 2018/2019, employees in this unit shall receive a salary increase of 2.0 percent.
- d. Fiscal Year 2019/2020 increase: Effective the first full pay period of 2019/2020, employees in this unit shall receive a salary increase of 2.0 percent.
- e. Fiscal Year 2020/2021 increase: Effective the first full pay period of 2020/2021, employees in this unit shall receive a salary increase of 2.0 percent.
- e.f. Fiscal Year 2021/2022 increase: Effective the first full pay period of 2021/2022 (July 11, 2021), employees in this unit shall receive a salary increase of 3.0 percent and 1.5 percent of annual base salary as off-salary-schedule pay (not reportable compensation to CalPERS). Employee must be an active employee on the last day of the pay period (July 24, 2021) to receive this pay.
- f.g. If the Sunnyvale Employees Association (SEA) enters into a Memorandum of Understanding with the City that includes salary adjustments that are different than those in this Memorandum of

Understanding, the salary adjustment in the Memorandum of Understanding with this unit shall be adjusted to be the same percentage across the board salary adjustments as SEA through the term of the Memorandum of Understanding.

~~g.h.~~ This “me-too” is specific to salary adjustments and one-time lump sum payments alone, is in effect for the MOU ending June 2021 only, and sunsets/expires at the end of this MOU.

~~h.i.~~ If any additional classifications represented by SEA receive an adjustment to the salary schedule, the same adjustment will be applied to the same classification in this unit during the same period as the adjustment made to the SEA classification.

- 19.5 Pursuant to the City’s Compensation Policy, payday is normally on the Thursday following the end of the pay period, but may deviate because of a holiday in the pay period or due to an emergency. It is understood that at such time that the payday is changed City-wide, such change shall be applied to the Union.

Article 20 - SALARY RANGES

- 20.1 Employees, at the time of appointment, will ordinarily be assigned the hourly rate in the first step of the pay range.
- 20.2 In extraordinary cases where it is necessary to attract experienced personnel, the employee may be assigned the hourly rate at any step in the pay range.
- 20.3 Upon promotion to a classification having an assigned pay range greater than the classification from which the employee is being promoted, the employee shall be entitled to that hourly pay step or interval in the pay range of the higher classification which is at least five percent (5.0%) above the employee’s current hourly step rate, provided the increase does not exceed the rate contained in the sixth (6th) salary step.

Article 21 - MERIT INCREASES

- 21.1 Employees shall be eligible for a merit step increase after the successful completion of probation at six (6) months of continuous service in the given classification. Employees shall be eligible for additional merit step increases upon completion of additional intervals of twelve (12) months of continuous service in the given classification up to top step.
- 21.2 If a merit increase is granted, it will be effective the pay period following the

pay period in which the probationary 6 month period (13 pay periods) and the subsequent 12 month periods (26 pay periods) are completed, respectively.

- 21.3 Continuous service is that which is separated by no more than twenty-six (26) pay periods of non-service.
- 21.4 Merit step increases shall be approved unless the employee's overall performance is does not meet expectations/needs improvement.

Article 22 - OTHER PAY

- 22.1 Premiums shall be paid separately on base pay, and are not compounded.

- 22.2 Out-of-Class for Work in Higher Classification

Employees who are temporarily assigned to work in a higher classification and work in such classification for more than eleven (11) consecutive hours shall be compensated at five percent (5%) above the employees' normal pay rate or the first step of the higher level position, whichever is greater. Assignments may be made to employees who are in the same division/department and who are capable of performing the work of the higher-level position whether or not they have attained a particular formal education level. Such assignments will be on an as-needed basis and when the higher classification is a budgeted vacancy or temporarily unfilled due to the incumbent's absence for vacation or other approved leave.

Such out-of-class assignment pay shall be based on the full period of actual hours worked during the out-of-class assignment and received for the full period of time in which the employee works in the out-of-class assignment or any management or supervisory class, and provided that such higher assignment has been authorized by the employee's manager or his/her designee. Out-of-class assignment pay shall not be paid for vacation, holidays, disability, and any other leave during the out-of-class assignment; nor shall such leave days be considered a break in the out-of-class assignment.

Work out-of-class compensation and higher level duty compensation must be approved in advance by the employee's department manager and by the Human Resources Department.

- 22.3 Out-of-Class Pay for Special Assignment Work

The City Manager or designee may authorize a temporary pay adjustment for an employee given a specific temporary assignment clearly beyond the scope of the regular job description as determined by the Director of Human Resources or

designee. Such assignment is to be made only as necessary to meet the business needs of the department. A request for such an assignment must be made to the City Manager or designee, in writing, from the Department Director prior to commencement of the assignment. Work in such assignment shall be at a minimum of two (2) consecutive weeks, and up to a maximum of one (1) year.

The request for special assignment shall describe the assignment, justify why it is to be performed by the designated employee, and give a specific duration for completion of the assignment with start and end date. Special assignment pay is five percent (5%) above the employee's normal pay rate. The special assignment and related compensation may be revoked at any time at the discretion of the Department Director, or the City Manager or designee.

Special assignment pay shall be based on the full period of actual hours worked during the assignment and received for the full period of time in which the employee works in the assignment, provided that such special assignment and related compensation has been authorized in advance by the Department Director, has been approved by the City Manager or designee, and has been processed by the Human Resources Department. Special assignment pay shall not be made retroactively. Special assignment pay shall not be paid for Paid Time Off, Holidays, or any other leave during the special assignment; nor shall such leave days be considered a break in the special assignment.

The special assignment pay shall be discontinued on the date originally identified for completion of the assignment, unless an extension of specific duration is approved by the City Manager or designee prior to the end of the original assignment end date. Extension may be granted for up to an additional one (1) year for the same assignment.

Article 23 - BILINGUAL/TRANSLATOR PAY

- 23.1 Employees shall be entitled to receive, in addition to their regular compensation, the additional payment outlined below for Bilingual/Translator skills if they meet the following criteria:
- a. Certification by the director of the department that a particular assignment involves need for the required skills on a regular and frequent basis, and
 - b. Certification by a provider contracted for through the Department of Human Resources that the employee possesses the needed language skills at a proficiency level deemed appropriate by the Director of Human Resources.

- 23.2 Qualifying languages are: Cantonese, Farsi, Hindi, Japanese, Mandarin, Portuguese, Russian, Sign Language, Spanish, Tagalog, Thai, Vietnamese, and other language(s) deemed appropriate by the City.
- 23.3 Bilingual/Translator Pay may be cancelled if it is found that the employee is no longer required to use these skills on a regular and frequent basis.
- 23.4 The certifications required and obtained above will not necessarily follow an employee if transferred or promoted.
- 23.5 Payment shall be thirty-five (\$35.00) dollars per month/sixteen dollars and fifteen cents (\$16.15) per pay period.

Article 24 - SAFETY SHOES

- 24.1 Each employee in classifications required by the City to wear safety footwear shall receive an allowance for the purchase of such footwear of one hundred sixty-five dollars (\$165.00) each fiscal year during the term of this Agreement.
- 24.2 The allowance shall be paid at the end of the first full pay period in July of each year to those active employees in classes requiring safety footwear or for employees hired after that time, during the first full pay period of employment. Should an employee use accrued available leave time to extend the date of separation or retirement, and should the utilization of leave time cross July 1, the employee shall not receive any safety footwear allowance for the new fiscal year.
- 24.3 All employees who receive this benefit shall be required to purchase and wear CAL-OSHA Approved Safety Footwear.

Article 25 - PERS

- 25.1 The City has contracted with CalPERS and shall provide pension benefits for miscellaneous employees, including employees in this Unit, in a manner consistent with State law and will comply with the Public Employees' Pension Reform Act (Government Code Section 7522 et seq.).
- 25.2 The City has contracted with CalPERS to provide Level III of the 1959 Survivor Benefit and the Military Buy-Back Option, which are applicable to employees in this Unit.
- 25.3 Employees' payment to their employee contribution to CalPERS shall be made pursuant to IRC Section 414(h)(2).

25.4 The Union shall defend, indemnify and save harmless the City, its officers, agents and employees from any and all claims, demands, damages, cost, expenses, or liability, including but not limited to, liability for back taxes, and all claims of any type by the IRS, Franchise Tax Board, unit members or their heirs, successors, or assigns, arising out of this Agreement to "pick-up" or pay the employees' contribution to CalPERS.

25.5 Tier 1 – Local Miscellaneous 2.7% at age 55

Employees hired before December 23, 2012 shall receive Local Miscellaneous 2.7% at age 55 retirement formula. Final compensation shall be calculated using the single highest year model.

During the term of the agreement, the City shall contribute four percent (4%) of the eight percent (8%) employee contribution. Employee shall pay the remaining four percent (4%) of the employee contribution.

The City's payment of the employees' CalPERS contribution is based upon authority from CalPERS and upon tax treatment permitted by the Internal Revenue Service under Internal Revenue Code Section 414(h)(2) and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board or the IRS or the United States Department of the Treasury may alter the current revenue rulings, either by other rulings or by issuing new regulations.

The City shall report the value of employer-paid member contributions (EPMC) as additional compensation for each employee.

25.6 Tier 2 – Local Miscellaneous 2.0% at age 60

Employees hired on or after December 23, 2012 who are also classic CalPERS members shall receive the Local Miscellaneous 2.0% at age 60 retirement formula. Final compensation shall be calculated using the single highest year model.

During the term of the agreement, the City shall contribute four percent (4%) of the seven percent (7%) employee contribution. Employees shall pay the remaining three percent (3%) of the employee contribution.

The City's payment of the employees' CalPERS contribution is based upon authority from CalPERS and upon tax treatment permitted by the Internal Revenue Service under Internal Revenue Code Section 414(h)(2) and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory

authority for this tax treatment, and the Franchise Tax Board or the IRS or the United States Department of the Treasury may alter the current revenue rulings, either by other rulings or by issuing new regulations.

The City shall report the value of employer-paid member contributions (EPMC) as additional compensation for each employee.

25.7 Tier 3 – Local Miscellaneous 2.0% @ 62

Employees hired on or after January 1, 2013 who are also new CalPERS members shall receive the Local Miscellaneous 2.0% at age 62 retirement formula. Final compensation shall be calculated using the highest 36-consecutive month model. Employees will pay fifty percent (50%) of normal cost as the employee contribution. The normal cost is subject to change on a fiscal year basis as determined by CalPERS.

- 25.8 If the Sunnyvale Employees Association (SEA) enters into a Memorandum of Understanding with the City that includes changes to the City's contribution to the employee's share of PERS and the employee's payment of the required employee contribution, the City's contribution to the employee's share of PERS and the employee's payment of the required employee contribution in the Memorandum of Understanding with this unit shall be adjusted to be the same percentages as SEA through the term of the Memorandum of Understanding.

Article 26 - MEDICARE

- 26.1 Union members shall be covered by Medicare.

- 26.2 The employee and the City shall each contribute the mandated percentage of the employee's wage toward the cost of Medicare.

Article 27 - INSURANCE

27.1 Insurance Plans

The City shall continue to provide group Medical, Dental, Vision insurance and Life and Accidental Death & Disbursement (Life/AD&D) plans, and Employee Assistance Program (EAP). Purchase of Medical, Dental, Vision, and Supplemental Life/AD&D insurance is an employee option.

27.2 City Contribution

If an employee elects to purchase health insurance through the City, then:

- a. The City's contribution to the medical/cafeteria plan will be provided as follows:

Calculate 52% of the average of the family monthly premium for the Bay Area Regional CalPERS Blue Shield Access HMO and the CalPERS Kaiser HMO plans.

The calculation for 2017 will be as follows:

Blue Shield Access HMO	\$2,664.61 per month
Kaiser HMO	\$1,906.81 per month
Average	\$2,285.71 per month
52% of average	\$1,188.57 per month

- b. The contribution as described in section (a) above will be allocated 49% medical contribution and 51% cafeteria plan. However, any annual increases in the medical contributions shall not exceed a 5% total increase compared to the preceding year medical contribution. Any amount in the formula increase that will exceed a 5% increase in the medical contribution shall be reallocated to the cafeteria plan contribution.

Example:

2017 Calculation

49% Medical	\$582.40 per month *
51% Cafeteria	\$606.17 per month
Total City Contribution	\$1,188.57 per month

* 2017 Medical contribution exceeds 5% of the 2016 Medical contribution (\$416.90 + 5% = \$437.75)

2017 Revised Calculation

Medical	\$437.75 per month
Cafeteria	\$750.83 per month
Total City Contribution	\$1,188.57 per month

- c. The contribution described above will be adjusted January 1 of each calendar year to correspond to CalPERS Bay Area Regional medical plan changes.
- d. The City will contribute 65% of the full cost of the vision insurance

premium for employee plus one dependent. The contribution will be added to the cafeteria plan. The 2017 contribution is $\$11.80 \times 65\% = \7.67 per month.

e.

2017 Revised Calculation with Vision

Medical	\$437.75 per month
Cafeteria	\$758.50 per month *
Total City Contribution	\$1,196.24 per month

* 2017 Revised cafeteria contribution: $\$750.83 + \$7.67 = \$758.50$ per month

- f. Employees who receive the benefit option prior to the 2008-2012 MOU at 27 hours per week and above the time that this MOU is approved by the SEIU will be grandfathered to this benefit for the term of the MOU even if their hours drop below the 27 hours per week for the term of this MOU.

27 – 28 hours per week, employee receives 70%

29 – 30 hours per week, employee receives 75%

31 – 32 hours per week, employee receives 80%

- g. Effective the second full pay period following ratification and approval by the City Council, cafeteria plan contributions may be used by employees to purchase medical, dental and vision insurance premiums. The premium cost will be deducted from any cafeteria plan surplus. If the cafeteria plan does not contain a surplus, the cost will be deducted from pay on a pre-tax basis. There shall be no cash payments for any unused cafeteria plan contributions.
- h. The employee shall be required to pay the balance due as a deduction from the employee's bi-weekly paycheck. The procedures for enrolling in the health insurance shall be established by the City.

27.3 Vision Insurance

- a. Vision insurance, at the current benefit level, will continue to be provided. Such coverage includes a deductible that the employee must pay at the time of service.
- b. The vision plan provides a voluntary buy-up option that enhances coverage for an additional cost and is paid 100% by the employee. Surplus cafeteria plan contributions may not be applied to the buy-up cost.

27.4 Dental Insurance

- a. Delta Dental PPO (Preferred Provider Organization) and Delta Dental DMO (Dental Maintenance Organization) plans are available for enrollment the month following an employee's date of hire.

The Delta Dental PPO plan provides a voluntary buy-up option that enhances coverage for an additional cost and is paid 100% by the employee. Surplus cafeteria plan contributions may not be applied to the buy-up cost.

The Delta Dental PPO plan will offer the same benefits coverage and monthly premium cost as the Sunnyvale Employees' Association (SEA).

27.5 Employee Assistant Program (EAP)

- a. The Employee Assistance Program will continue to be provided. Enrollment is mandatory, and the premium is fully paid by the City.

27.6 Life/AD&D

- a. The City shall provide Life and Accidental Death and Dismemberment (Life/AD&D) insurance for each employee in an amount equal to the employee's hourly rate multiplied by 1,560 hours (maximum number of regularly scheduled hours worked per year).
- b. Such insurance shall be at no cost to the employee, except that, insurance amounts above \$50,000 provided by the City shall be subject to tax law provisions.
- c. At the time of hire, an employee may purchase supplemental Life/AD&D insurance in an amount equal to the coverage provided by the City, up to a combined maximum coverage of \$80,000.
- d. Employees who did not purchase supplemental Life/AD&D insurance at the time of hire or during the initial open enrollment, may purchase additional Life/AD&D insurance in an amount equal to the coverage provided by the City, up to a combined maximum coverage of \$80,000, subject to approval by the carrier.
- e. The premiums for the supplemental life/AD&D insurance is paid 100% by the employee. Surplus cafeteria plan contributions may not be applied to the supplemental life/AD&D premiums.

27.7 Pre-Tax Health Contributions

Insurance premium contributions are paid for on a pre-tax basis; however, the City agrees to continue to provide employees with an option to pay their insurance premium contributions on a post-tax basis, to the extent permitted by the Internal Revenue Code.

27.8 Cash In-Lieu

Effective the first full pay period following ratification by the SEIU membership and approval by the City Council, cash-in-lieu benefit is no longer offered. Employees who receive cash-in-lieu benefit at the time will receive a one-time payment of \$600.

Article 28 - STATE DISABILITY INSURANCE (SDI)

28.1 The City agrees to continue to contract with the State of California Employment Development Department to provide SDI benefits to Classified Regular Part-Time employees.

28.2 The cost of SDI or the alternative benefits will be paid by employees through payroll deductions. The City's administrative costs shall be paid by the City.

Article 29 – OTHER BENEFITS

29.1 Deferred Compensation. The City's deferred compensation program shall be available to employees represented by SEIU according to the provisions of the plan currently in effect.

29.2 Credit Union Paycheck Deduction. Effective with the first day of the pay period following the completion of the employee's enrollment and designation form with the Sunnyvale Employees Federal Credit Union, employees may deposit a specific amount of his/her net salary via paycheck deduction.

29.3 Employee Tools. The City shall furnish tools needed by an employee to perform tasks assigned by the City.

29.4 Tuition reimbursement and training assistance shall be provided in accordance to the City's Administrative Policy Manual.

29.5 Uniforms. Each employee required by the City to wear a uniform, and who actually wears the uniform during works hours, shall receive a uniform in a manner determined by the employee's department or division. A uniform is defined as clothing which is a ready substitute for personal attire the employee

would otherwise have to acquire and maintain. This provision excludes items that are for personal health and safety.

A standardized value, as determined by the City, for qualified uniforms shall be reported as “special compensation” as required by PERS procedures for all affected employees who are CalPERS classic members (tier 1 and tier 2 formula) as set forth herein. The Public Employees’ Pension Reform Act (Government Code Section 7522 et seq.) prohibits reporting uniform value as “special compensation” for CalPERS new members.

29.6 The City will provide Unemployment Insurance benefits at no cost to the employee.

29.7 Health Care Flexible Spending Account (FSA)

The City shall provide a plan in accordance with the Internal Revenue Code Section 125 that provides an option for employees to pay for health care expenses on a pre-tax basis.

29.8 Dependent Care Flexible Spending Account (FSA)

The City shall provide a plan in accordance with the Internal Revenue Code Section 129 that provides an option for employees to pay for dependent care expenses on a pre-tax basis.

29.9 Commuter Transportation Benefits

The City shall provide a plan in accordance with the Internal Revenue Code Section 132(f) that provides an option for employees to pay for qualified work-related transportation expenses for mass transit, van pools, and parking on a pre-tax basis. The monthly election limit is regulated by the IRS.

Article 30 - PAID LEAVE

30.1 Paid Time Off (PTO) shall accrue as follows:

Hours of Service	PTO Accrual Hours for Each Paid Hour
0 – 1,091.99	0.088
1,092 – 5,459.99	0.097
5,460 – 10,919.99	0.122
10,920 – 18,563.99	0.133
18,564 – 27,299.99	0.142
27,300 and up	0.150

- 30.2 The maximum accumulation of accrued leave shall be 440 hours. There shall be no accrual over 440 hours.
- 30.3 Requests for leave must be submitted on appropriate leave request forms in accordance with City policy.
- 30.4 Use of paid leave shall be subject to approval by the employee's supervisor.
- 30.5 Accumulated leave shall be paid to the employee at the time of separation from the City.
- 30.6 The City will comply with the California Kin Care Law (Labor Code section 233).

Article 31 - BEREAVEMENT LEAVE

An employee is entitled to bereavement leave in the amount not to exceed his/her normally scheduled work week from 21 to 30 hours where death has occurred to an employee's:

spouse or registered domestic partner, father, mother, step-father, step-mother, son, daughter, brother, sister, grandparents or grandchildren; or to the father, mother, step-father, step-mother, son, daughter, brother, sister, grandparents or grandchildren of an employee's spouse or registered domestic partner.

Except as provided herein, all bereavement leave must be used within six calendar months of the date of the eligible incident. Employees who are designated as the executor for a qualifying decedent's estate may use bereavement leave beyond the six-month limitation. Any use of bereavement leave more than six months after the eligible incident requires the approval of the Human Resources Director.

The City reserves the right to require proof of death from the employee including, but not limited to: death certificates, obituaries, and funeral cards.

Article 32 - CITYWIDE EMPLOYEE EMERGENCY LEAVE RELIEF FUND

- 32.1 The City-Wide Employee Emergency Leave Relief Fund is a program that allows an employee who has leave hours accrued, the opportunity to donate a portion of his/her accrued leave to benefit another employee needing paid emergency leave.
- 32.2 To benefit from this fund, the receiving employee must be eligible to accrue

City paid leave time, must have used all available accrued leave and must have a personal emergency that requires the employee to be on leave from work responsibilities to attend to the emergency.

- 32.3 To receive relief hours from the Fund, the employee, a member of the family or a friend must submit a written request to the City Manager or designee stating the hours needed and briefly explaining the circumstances of the emergency requiring use of hours from the Fund.
- 32.4 Rules and procedures defining the use of this Fund shall be promulgated by the City Manager or his/her designee.

Article 33 – FAMILY MEDICAL CARE LEAVE AND PREGNANCY DISABILITY LEAVE

The City will comply with the Family and Medical Care Leave act (FMLA), the California Family Rights Act (CFRA), and the Pregnancy Disability Leave Act (PDL).

Article 34 – JURY DUTY

- 34.1 The City shall grant a leave with pay for any employee required to report to Jury Duty until that employee is released by the Court. The paid leave would cover only those regularly scheduled work hours provided that the employee:
- a. is actively engaged in the jury process;
 - b. returns to his/her worksite to complete his/her shift if the employee is released prior to the end of the employee's regular work day; and
 - c. gives to the City all fees received from such duties within thirty (30) days from termination of jury service.

Article 35 – SUBSTITUTES

- 35.1 For all departments, except the Library, when an employee is absent from work, due to either a planned or unplanned absence, the supervisor shall obtain a substitute, if necessary, for the employee.
- 35.2 For the Library:
- a. For planned absences, the current practice of the employee obtaining a substitute shall continue; with the understanding that such substitute

shall be within the same classification within the regular part-time category.

- b. For unplanned absences due to an emergency, the employee shall notify his/her supervisor of the employee's inability to come to work no later than the employee's schedule starting time. The supervisor shall assume responsibility for obtaining a substitute.

Article 36 - HOLIDAYS/SHORT TERM ABSENCES/LONG TERM ABSENCES

36.1 Holidays

Employees who work a regular schedule shall receive holiday pay on a recognized City Holiday based on their regular weekly schedule. Employees who were on full pay status of their regular schedule both before and after each holiday shall be entitled to this holiday pay.

For example:

- Regularly scheduled to work 21 hours per week:
 - Holiday pay on a recognized City holiday = $21 \text{ hours} \div 5 \text{ days} = 4.2 \text{ hours}$
- Regularly scheduled to work 30 hours per week:
 - Holiday pay on a recognized City holiday = $30 \text{ hours} \div 5 \text{ days} = 6 \text{ hours}$
- Days per week for holiday pay purpose is always 5 days regardless of the actual number of days scheduled to work in a week.

Employees who work on a holiday will receive base pay for all hours worked on a holiday in addition to holiday pay.

- a. Recognized City holidays include:

New Year's Eve
New Year's Day
Martin Luther King Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

- b. For the purposes of satisfying the requirement that employees work or use paid leave to equal at least 21 hours per week, the holiday leave hours will count as paid leave.
- c. Employees will not be allowed to work above their authorized budgeted hours during a holiday week unless such work is approved by the Department Director, due to operational necessity.

36.2 Short-Term Absences

Employees who need to be absent from work due to illness, or other bona fide personal needs, shall use accrued paid leave, or may make up the time if mutually agreeable with the supervisor. If the employee does not have accrued leave available, Leave Without Pay may be taken on a short-term basis in accordance with administrative procedure.

36.3 Long-Term Absences

Long-term leaves without pay and pre-scheduled leaves without pay must be approved through the City's regular administrative process.

Article 37 - RECLASSIFICATION

- 37.1 For future reclassifications during the term of this MOU, an employee may submit a request for a reclassification for his or her job to the Department of Human Resources and to his/her supervisor only during the month of February of each year.
- 37.2 Such request shall be processed through the employee's department and submitted to the Department of Human Resources no later than March 31 of the same year.
- 37.3 If the Department of Human Resources declines to perform the requested reclassification study, then the requesting employee shall be notified in writing no later than June of the same year. The Department of Human Resources may decline a request for a reclassification of a job that has been studied within the past 24 months, unless the employee and the affected department justify such new request.
- 37.4 Each employee submitting a reclassification request shall receive a written response to such request, but in no event shall the response be later than the end of the fiscal year following the fiscal year of submittal.

- 37.5 If the City denies the reclassification of the employee's position, the City shall give the incumbent the reasons for denial in writing.
- 37.6 If the City reclassifies the position, and the employee was eligible, as defined in the Administrative Policy, Chapter III, Article 2, to be reclassified when the request was filed, the employee shall be appointed to the new classification retroactively, effective the full pay period after the request was originally submitted to the Department of Human Resources.
- 37.7 If the employee was not eligible to be promoted when the request was filed, then the reclassification shall be effective when the employee becomes eligible.

Article 38 - TESTING FOR CITY VACANCIES

Any employee represented by SEIU who desires to test for a position advertised and posted by the City, if such a position represents a promotion or lateral transfer, shall be entitled to time off without loss of pay for the period required to take any and all parts for the testing process, if such testing occurs during the employee's regularly scheduled work hours. Each employee is allowed to exercise this prerogative twice per year.

Article 39 - SELECTION APPEAL PROCEDURE

The parties agree that if a bargaining unit member who has sought a promotion or transfer has been denied his or her rights or perceives that he or she has been unfairly treated, he or she may bring his/her concerns directly to the Director of Human Resources. The Director of Human Resources will either address the issue by speaking to the employee and attempting to resolve the employee's concern or explaining to the employee that he or she cannot resolve the issue and that the employee may file a grievance. The time to file a grievance (in accordance with the grievance procedure if appropriate) will be extended to the date of the communication (either orally or in writing) to the employee from the Director of Human Resources.

Article 40- UNION/MANAGEMENT JOINT RESOLUTION MEETINGS

- 40.1 The parties agree that regular meetings to explore mutual problems will be beneficial to the relationship between the City and the Union. To promote a problem-solving approach, the parties agree that decision making shall be by consensus. For these purposes, consensus means that no meeting participant objects to a decision or course of action under consideration by the group.

- 40.2 Consequently the parties agree to meet bimonthly to discuss any issue concerning the rights of either party or the relationship between the City and the Union or the City and employees the Union represents. The purpose of the meetings is to exchange information and to solve problems. By mutual agreement, the parties may meet more often than or less often than bimonthly.
- 40.3 Consequently the parties agree to meet quarterly, or within 15 days of either party requesting a meeting, to discuss any issue concerning the rights of either party or the relationship between the City and the Union or the City and employees the Union represents. The purpose of the meetings is to exchange information and to solve problems.
- 40.4 The parties agree that such meetings shall not be negotiations and therefore the results of the meetings shall not be binding on the parties unless they develop and execute a document that memorializes their results.
- 40.5 Each of the parties may have three (3) representatives plus additional people as reasonably needed for a specific topic. Union representatives shall receive reasonable release time to participate in these meetings.
- 40.6 To promote the objectives of this process, the parties agree to focus on the problem under consideration and to attempt to develop a consensus solution for each problem discussed by the group. Further, to promote the objectives of this process, the parties agree to refrain from negatively characterizing the participation, ideas or approach of the other party to people outside the meeting.

Article 41 - CITYWIDE COMMITTEES

SEIU employees shall be eligible to participate or be designated by departments in Citywide committees, where union representation is part of the committee component.

Article 42 - EMPLOYEE ROSTER

- 42.1 Quarterly, at the written request of the Union, City shall provide a roster of employees which contains each employee's name, class, department, division, hire date, fiscal year-to-date hours, life-to-date hours, last day worked, range, step, and hourly rate.
- 42.2 Bi-weekly, the City shall provide a list of new hires/separations.

- 42.3 At new employee orientation, the City shall provide the employee a form (provided by the Union and agreed to by the City) to complete whereby the employee will or will not provide authorization to the City to release the employee's home address and telephone number to the Union. If the employee provides such authorization, the employee's home address and telephone number will be included on the reports.

Article 43 - PERSONNEL FILES

- 43.1 The Department of Human Resources shall maintain employees' personnel file. City agrees to comply with Labor Code Section 1198.5 pertaining to record keeping, access to and maintenance of personnel files.
- 43.2 With reasonable notice to the Department of Human Resources, an employee or his/her representative upon presentation of written authorization from the employee, shall have access to the employee's personnel file.
- 43.3 The employee may be required to acknowledge receipt of any document entered into his/her personnel file without prejudice to subsequent arguments concerning the contents of such documents.

Article 44- BULLETIN BOARDS

- 44.1 The Union shall have the use of designated bulletin board space to post material related to Union business.
- 44.2 The placement of bulletin boards and the portion of the board to be made available to the Union shall be determined by mutual agreement.
- 44.3 Any materials posted must be dated and initialed by the Union representative responsible for the posting.
- 44.4 At the time of the posting, a copy of the material must be given to the management representative designated for that bulletin board.
- 44.5 The Union shall remove posted material after it has served its purpose, usually within 30 days.
- 44.6 The Union agrees that nothing of a libelous, obscene, defamatory, or of a partisan political nature, or inconsistent with the promotion of harmonious labor relations between the City and the Union shall be posted.
- 44.7 The Union agrees that this Article provides the right to post materials only on

designated bulletin boards.

- 44.8 Any material posted in violation of this Article may be removed by the management representative designated for a particular bulletin board.
- 44.9 If material is removed pursuant to 44.8 above, the City shall notify the Union in writing of the removal and the reasons therefore.

Article 45 – UNION BUSINESS LEAVE

Leave of absence without pay to take employment with the Union signatory to this MOU may be granted for a maximum period of thirteen (13) full bi-weekly pay periods. Employees are entitled to retain any accrued paid leave credits while on such leave. In the event that employees on approved Union Business Leave wish to continue group health benefits coverage (including medical, dental, and vision insurance) through the City plans, arrangements will be made for the Union to reimburse the City for the costs associated with continuing such coverage.

Unpaid leave under this provision is subject to approval by the employee's supervisor/manager and department director.

Article 46 – REOPENERS

- 46.1 Affordable Care Act. At such time as regulations are issued implementing the Affordable Care Act, the City and the Union will meet and confer to review the impact of such regulations on the benefits plans then in force. If modifications to the benefits, eligibility for coverage, employer or employee contribution to the cost of insurance or any other provisions of the benefit plans covered by this MOU will be modified by the ACA during the term of this agreement, it is agreed that the City and the Union will reopen the contract to meet and confer and determine how such mandated changes will be implemented.
- 46.2 HRIS/Financial System. The City contemplates implementing a new HRIS/Financial System during the term of this MOU. Accordingly, the parties agree to re-open MOU terms, as necessary, in order to implement any new system. The City agrees that the re-opener negotiations will not result in any material diminution in compensation.
- 46.3 Pay Date. The City may elect to reopen the contract to propose changing the pay date once all other city bargaining units have agreed to implement the City's proposal.

Bargaining Unit #4
Service Employees International Union, Local 521

Memorandum of Agreement
July 1, 2017 - June 30, 2021
Extended to June 30, 2022

City of Sunnyvale

Bargaining Unit #4
SEIU, Local 521

~~Deanna J. Santana~~Kent Steffens, City
Manager

~~Bob Balmanno~~Mark Baxter, Chapter
Chair, SEIU Local 521

~~Teri Silva~~Tina Murphy, Director of
Human Resources

~~Lori McKay~~Aileen Vlahakos, Internal
Organizer/Chief ~~Steward~~Negotiator,
SEIU Local 521

Varvara Vorobieva, Union Organizer,
SEIU Local 521~~Mark Baxter~~,
Negotiations Team Member, SEIU
~~Local 521~~

~~Miesha Brown~~, Lead Worksite
Organizer, SEIU Local 521

Date

Date

Appendix A – REGULAR PART-TIME CLASSIFICATIONS

JOB CODE	CLASSIFICATION
8500	Part-time Administrative Aide, <u>Part-time</u>
8601	Part-time Administrative Analyst, <u>Part-time</u>
8900	Part-time Automotive Shop Attendant, <u>Part-time</u>
8303	Part-time Building Services Worker, <u>Part-time</u>
8700	Part-time Business Liaison, <u>Part-time</u>
8701	Part-time Career Advisor, <u>Part-time</u>
8702	Part-time Comp Systems Specialist, <u>Part-time</u>
8301	Part-time Custodian, <u>Part-time</u>
8100	Part-time Employment Training Program Coordinator, <u>Part-time</u>
8110	Part-time EMS Specialist <u>I1, Part-time</u>
8120	Part-time EMS Specialist <u>II2, Part-time</u>
8250	Part-time Environmental Chemist <u>I1, Part-time</u>
8251	Part-time Environmental Chemist <u>II2, Part-time</u>
8150	Part-time Facility Attendant <u>I1, Part-time</u>
8151	Part-time Facility Attendant <u>II4, Part-time</u>
8200	Part-time Golf Service Assistant, <u>Part-time</u>
8300	Part-time Graphic Artist, <u>Part-time</u>
8305	Part-time Laboratory/Field Technician, <u>Part-time</u>
8350	Part-time Landfill Technician, <u>Part-time</u>
8400	Part-time Librarian, <u>Part-time</u>
8402	Part-time Library Specialist <u>I1, Part-time</u>
<u>8403</u>	<u>Library Specialist 2, Part-time</u>
8404	Part-time Library Specialist <u>III3, Part-time</u>
8130	Part-time Mail Clerk, <u>Part-time</u>
8107	Part-time Meter Reader, <u>Part-time</u>
8102	Part-time Office Assistant, <u>Part-time</u>
8105	Part-time Principal Office Assistant, <u>Part-time</u>
8106	Part-time Senior Crime Analyst, <u>Part-time</u>
8104	Part-time Senior Office Assistant, <u>Part-time</u>
8800	Part-time Senior Workforce Services Representative, <u>Part-time</u>
8103	Part-time Staff Office Assistant, <u>Part-time</u>

8600

~~Part-time~~ Vehicle Abatement Officer, Part-time

CITY OF SUNNYVALE

and

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521
(Bargaining Unit #4)**

MEMORANDUM OF UNDERSTANDING

**July 1, 2017 to June 30, 2021
Extended to June 30, 2022**



Sunnyvale



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**CITY OF SUNNYVALE
and
BARGAINING UNIT #4
Service Employees International Union, Local 521**

MEMORANDUM OF UNDERSTANDING

Article 1 - RECOGNITION

1.1 Service Employees International Union, Local 521, AFL-CIO (hereafter, "Union") is hereby recognized as the Exclusive Representative of City Employees in Bargaining Unit #4 (hereafter, "Unit"). The term "employees" as used herein refers to those employees regularly scheduled to work a minimum of 1,092 hours to a maximum of 1,716 hours per fiscal year and occupying the classifications as currently listed in Appendix A, or as may be modified by mutual agreement of the Parties during the term of this Memorandum of Understanding (hereafter, "MOU").

1.2 If the City develops a new classification, it shall make an initial determination as to the unit placement of that classification.

1.3 The City shall notify the Union of the development of a new classification and the City's initial unit placement, and, upon written request from the Union within ten (10) working days of the City's notice, shall consult with the Union concerning the unit placement of the new classification.

Article 2 - TERM

The term of this Agreement shall be from July 1, 2017 through and including June 30, 2022.

Article 3 - FULL UNDERSTANDING, MODIFICATIONS, AND WAIVERS

This Agreement sets forth the full and entire agreement of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements, including any prior memoranda of agreement, over these matters between parties, whether formal or informal, are hereby superseded or terminated in their entirety.

It is agreed and understood that, except as set forth herein, each party hereto

voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation, during the term of this Agreement.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

The provisions of this Agreement are of no force or effect until ratified by the Union and duly adopted by the City Council of the City of Sunnyvale.

The parties agree to mutually select a printer who will produce copies of this Agreement. The parties will equally share the cost of the initial edition. If either party needs additional copies, such party will bear the cost of the additional printing.

Article 4 - SEVERABILITY (SAVINGS CLAUSE)

4.1 In the event any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

4.2 If a provision is declared invalid or unenforceable as provided in Section 4.1 above, then at the written request of either Party submitted to the other within ten (10) working days of such action by the court, the Parties shall meet promptly to negotiate the impact of such declaration by the court.

4.3 If the federal government or State of California implements legislation which penalizes the City for paying increases in benefits and wages in excess of certain limits, then at the written request of either Party submitted to the other within ten (10) working days of such action by the government, the Parties shall meet promptly to negotiate the impact of such legislation.

4.4 If the federal government or State of California grants additional benefits, then at the written request of either Party submitted to the other within ten (10) working days of such action by the government, the Parties shall meet promptly to negotiate the impact of such granting.

Article 5 - SUCCESSOR AGREEMENT

5.1 In accordance with the City Civil Service Rules and Regulations, the parties agreed that they shall endeavor to provide each other with notification of a desire to negotiate for a successor Agreement by 120 days from the expiration of this Agreement.

It is the intent of both parties to try and reach a successor Agreement prior to the expiration of this Agreement. However, it is by no means a mandatory obligation of the parties to do so.

Upon receipt of such written notice from either party, negotiations shall begin no later than 90 calendar days prior to the termination date of the agreement.

If either party is unable to meet the timeline, it shall not result in any waiver of rights. The parties shall meet as soon as possible.

Article 6 - RELEASE TIME

6.1 When negotiating a successor agreement, the Union shall be represented by no more than five (5) employees who will not lose wages and benefits when negotiating during their scheduled work hours. The Union shall have the right to assign up to 5 bargaining unit members to participate in negotiations who shall be entitled to paid release time as long as it occurs during the regular scheduled work hours. Union members chosen to participate in negotiations shall be entitled to release time for maximum of 1 hour before negotiation begins until 1 hour after negotiation ends (as long as the pre and post negotiation occurs during regular work hours).

6.2 The Union shall submit the names of all designated representatives to the Director of Human Resources at least two working days in advance of such meetings.

6.3 If the SEIU Field Representative of the Union attends a mutually agreed upon meeting with the City, the SEIU Worksite Organizer and up to two (2) stewards and/or Chapter Chair shall have reasonable release time to attend such meeting.

6.4 Travel time is included within the reasonable release time.

Article 7 - CITY RIGHTS

Except as modified by this Agreement, the rights of the City as contained in the City Charter, Constitution, and Laws of the State of California include, but are not limited to, the right to determine the services, activities, and functions of its constituent departments, commissions and boards; set standards of service, determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations, determine the methods, means and personnel by which governmental operations are to be conducted; take all necessary actions to carry out its service,

activities, and functions in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

Article 8 - ORDINANCES, CODES, RESOLUTIONS, AND POLICIES

8.1 Any written City ordinances, codes, resolutions, or policies currently in effect that cover subjects within the scope of representation shall not be changed during the term of this Agreement without first giving the Union the opportunity to meet and confer concerning such changes, except as otherwise provided by this Agreement.

Such meeting and conferring shall be up to and including mediation.

Within four (4) weeks of a written request by the City, the parties shall begin negotiations concerning proposed changes to the City's Administrative Policy and the City's Civil Service Rules.

The City shall administer the Achievement Plans/Audits for Classified Regular Part-Time Employees in accordance with the Administrative Policy Manual Chapter III, Article V, Section 4.

The City and SEIU agree to re-open this Article of the MOU at such time as the City is ready to develop a new employee evaluation system.

Article 9 - CIVIL SERVICE RULES AND REGULATIONS

This Agreement adopts and incorporates by reference the provisions of the Civil Service Rules and Regulations and the existing Salary Resolution insofar as these provisions apply to wages and fringe benefits and such provisions remain in effect except as modified herein.

Article 10 - NON-DISCRIMINATION

Neither party shall discriminate against an employee based on race, religious creed, color, national origin, ancestry, sex, age, gender, political activity or affiliation, disability, medical condition, sexual orientation, or marital status. Neither party shall interfere with, intimidate, restrain or coerce any employee in his/her free choice to participate or not to participate actively in, or to join or not to join the Union.

The City will comply with the disability discrimination provisions of the Americans with Disabilities Act (ADA) and the Fair Employment and Housing Act (FEHA). Employees who are disabled as defined by the law will be entitled to reasonable accommodations in order to continue employment as required by ADA and FEHA.

Article 11 - AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this Agreement:

11.1 City's principal authorized representative shall be the City's Director of Human Resources or his/her duly authorized representative [address: 505 West Olive Avenue, Suite 200, Sunnyvale, CA 94086; telephone 730-7490; FAX (408) 720-1497] except where a particular management representative is specifically designated in connection with a specific purpose.

11.2 The Union's principal authorized representative shall be the Union's Executive Secretary or his/her duly authorized representative.

Article 12 - UNION ACCESS

12.1 Authorized Union representatives may be granted access to work locations in all facilities where employees covered by this Agreement are employed, to conduct grievance investigations and observe working conditions.

12.2 Authorized Union representatives shall not interfere with the work operations of the City. Authorized Union representatives desiring such access to work locations shall first request entrance from the appropriate manager at which time the Authorized Union representative shall inform said manager of the purpose of the visit. Such request may be made by telephone or in person upon entering the work location.

12.3 The manager may deny access to a work location if, in his or her judgment, the visit will unduly interfere with the operation of the City. If access is denied, the Authorized Union representative will be informed when access will be made available. Such access shall be at a mutually agreed upon time, or within 24 work hours, if no agreement can be reached.

12.4 The Union shall give the Director of Human Resources a list of Authorized Union representatives. Access shall only be granted to Authorized Union representatives on the current list.

Article 13 - STEWARDS

13.1 A steward shall be granted reasonable release time to investigate and/or prepare for a grievance procedure and to attend a formal grievance hearing. A steward shall be granted reasonable release time to attend an investigative

meeting and to act on behalf of an employee facing possible disciplinary action.

- 13.2 A steward desiring to leave his/her work location to process a grievance shall first obtain permission from his/her supervisor. Release from work shall be made as soon as practical.
- 13.3 Permission from the grievant's supervisor shall first be obtained before a steward enters a work location of a grievant to process a grievance. Permission to enter shall be made as soon as practical.
- 13.4 The Union agrees that whenever a steward is involved in grievance activities listed above during work hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized.

Article 14 - AGENCY SHOP

14.1 Payroll Deductions and Pay-over

The effective date of membership dues, a rate otherwise specified by the Union shall be the next full pay period after receipt by the Human Resources Department of the authorization form.

The employee's earnings must be sufficient, after other legal and required deductions are made, to cover the amount of the dues authorized.

When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings.

In the case of an employee who is in a non-pay status during only part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made.

The City shall promptly pay to the designated payee all sums so deducted.

Should the Union change the dues structure, the Union shall inform the City in writing. The City shall change the dues structure as quickly as possible, but will do so no later than two full pay periods from the date on which the City received written notice of the changed dues structure.

14.2 COPE Deduction

The City will honor written assignments of wages to the Union's Committee on Political Education (COPE) fund, for employees in the bargaining units who submit written authorizations. Employees may revoke their authorization at any time by submitting written revocation to SEIU Local 521; attention: Finance Department; 2302 Zanker Road, San Jose, CA 95131, who will forward such revocation to the City.

The City will forward to the Union the dues and COPE deductions along with the names and employee identification numbers within ten (10) calendar days of deduction, along with the names, wages and ID numbers of the employee.

Although the parties agree that the COPE deduction is valid and lawful, SEIU agrees to indemnify and hold the City harmless for any claims which may be brought as a result of the COPE deduction.

14.3 Reports

The Union will be the custodian of records for individual employee membership and dues deduction forms. The Union will maintain all authorizations for dues deductions signed by the individual from whose salary or wages the deduction or reduction is to be made. The City will direct employee requests to cancel or change deductions to the Union. Deductions may be revoked only pursuant to the terms of the employee's written authorization. The City shall remit the deducted dues to the Union as soon as possible after deduction.

14.4 Certification of Union Membership

The Union agrees to provide the City on a quarterly basis (in January, April, July and October each year), a certified list of members and a statement that the Union has and will maintain written authorizations signed by the individuals from whose wages the Union dues deductions are to be made, and a statement that the Union shall indemnify the City for any claims made by the employee for deductions made in reliance on that certification, in accordance with Government Code 1157.12(a).

14.5 Employee Reports

Pursuant to Government Code section 3558, the City of Sunnyvale shall provide SEIU Local 521 with the following information regarding all employees in the bargaining unit:

- Name
- Job title
- Department
- Department Description

- Work phone number
- Home phone number
- Personal cell phone number
- Home address

For new employees, including rehires, the City shall provide this information to the Union within thirty (30) days of hire, or by the first pay period of the month following hire.

The City shall provide the same information to the Union for all existing employees every 120 days.

Reports shall be electronic and malleable.

14.6 Hold Harmless

The Union shall indemnify and hold harmless the City, its officers, and employees from any and all claims, demands, suits, or any other action arising from the Agency Shop provisions herein. In no event shall the City be required to pay from its own funds Union dues, service fees or charitable contributions which the employee was obligated to pay, but failed to pay, regardless of the reason(s).

14.7 Job Announcements

Job announcements for positions covered by this Agreement will incorporate the requirements of this Article as a condition of employment.

14.8 Enforcement

Nothing herein shall require the City to take disciplinary action against any employee who fails to comply with the provisions of this Article.

Article 15 - GRIEVANCE PROCEDURE

PREAMBLE

The parties agree that this grievance procedure is designed to resolve labor management issues in a way that maximizes the chances of mutual agreement. The communications/appeals process described below should also maximize harmonious, respectful, and polite communications.

DEFINITIONS

1. Grievance. A grievance is an alleged misapplication of a specific provision of this MOU, or a specific provision of the Administrative Policy Manual, Employee Handbook, City Ordinance, City Code, or departmental policies, rules or regulations, covering wages, hours or other terms or conditions of employment, which alleged misapplication adversely affects the grievant. The content of Employee Performance Audits is not grievable.
2. Written Grievance. A written grievance is a grievance, as defined above, which has been reduced to writing on a form provided by the City, and which shall include the grievant's name, classification, department, immediate supervisor's name, representative's name, if any; the specific section of the MOU, ordinance or code alleged to have been misapplied, a specific description of the alleged grievance, with the circumstances supporting the grievant's allegation, and the specific remedy requested to resolve the grievance.
3. Grievant. A grievant is an employee, a group of employees or the Union. A grievant may file a grievance, as defined above. Alleged misapplications which affect more than one employee in a substantially similar manner may, by mutual agreement, be consolidated as a group grievance and thereafter represented by a single grievant.
4. Work day for this section is defined as Monday through Friday exclusive of holidays.

GRIEVANCE PROCESS

1. Unwritten Grievance. The grievant shall orally discuss his/her grievance with his/her immediate management supervisor in an attempt to resolve the grievance. The management supervisor shall give an oral response to the employee within seven (7) work days of the issue being raised by the employee.
2. Written Grievance.

Level 1: If the grievant is not satisfied with the resolution proposed at the unwritten level, he/she may, within thirty (30) calendar days from the event giving rise to a grievance, or from the date the employee should reasonably have been expected to have knowledge of such event, file a formal written grievance with his/her Program Manager on a form prepared and supplied by the City. The Program Manager shall, within seven (7) work days from the receipt of the grievance, meet the grievant and give a written response to the grievant on the original grievance form.

Level 2. If the grievant is not satisfied with the written response from his/her Program Manager, the grievant may, within seven (7) work days from the receipt of such response, file a grievance with his/her Division Level Manager.

Within seven (7) work days of receipt of the written appeal, such Manager shall investigate the grievance, which shall include meeting with the grievant, and give a written response to the grievant on the original form.

Level 3. If the grievant is not satisfied with the written response from his/her Division Level Manager, the grievant may, with seven (7) work days from the receipt of the response appeal the grievance to the Department Director. Within seven (7) work days of receipt of the written appeal, the Department Director or designee shall investigate the grievance, which may include a meeting with the grievant, and give a written response to the grievant on the original grievance form.

Level 4. If the grievant is not satisfied with the written response of the Department Director, the grievant may, within seven (7) work days from the receipt of this response, file a written appeal to the City Manager or designee. Within ten (10) work days of receipt of the written appeal, the City Manager or designee shall investigate the grievance, which shall include a meeting with the grievant, and give a written response to the grievant.

GENERAL PROVISIONS

1. The time limits set forth herein above are to be strictly followed. Time limits may be waived only by written agreement signed by the parties.
2. If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be prevented from going further.
3. If the original grievance is modified at any step, it shall be considered a new grievance and must be re-filed, treated as a new grievance and subject to all procedural considerations, unless, modified in writing by mutual consent of the parties.
4. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal to the next higher level.
5. The grievant may be represented by a person of his/her choice at any formal level of this procedure.
6. Formal levels may be waived by mutual written consent of the parties.
7. If the grievant is not represented by the Union, the Union shall be notified of a settlement proposed at any written level of the procedure which is acceptable to both the grievant and the City prior to the settlement being finalized. The purpose of this step is to allow the Union to state its position for the record. If the Union does not provide a written response within seven (7) work days

after notification, such opportunity shall be considered waived, and the proposed settlement shall be implemented and the matter closed. If a timely response is made, the City's representative shall give full consideration to the Union's position prior to settlement of the grievance.

8. Although grievances will normally be filed at the first level, the parties recognized that certain grievances, due to their nature, should be more appropriately filed at a higher level. The parties therefore agree that if a grievant and the program manager at level 1 agree that a grievance may be filed at a higher level, the grievant may then go ahead and file a grievance at the higher level.
9. By mutual agreement of the parties, a grievance may revert to a previous level of the procedure.

GRIEVANCE REPRESENTATIVE

1. There shall be a reasonable number of Grievance Representatives in this Unit.
2. At the request of the grievant, the grievant may be represented by a Grievance Representative.
3. In instances where the designated Grievance Representative is unable to represent a grievant, the Chapter Chair shall represent the grievant or designate a representative who is on the current list as provided below, to act as a substitute.
4. Both the Grievance Representative and either the Chapter Chair or designee will be allowed to represent at Level 2 or higher.
5. A Grievance Representative shall be granted reasonable release time to investigate and/or prepare for a grievance procedure and to attend a formal grievance hearing. A Grievance Representative shall be granted reasonable release time to attend an investigative meeting and to act on behalf of an employee facing possible disciplinary action.
6. A Grievance Representative shall operate within their designated area except as provided in Paragraph 3 above.
7. A Grievance Representative desiring to leave his/her work location to process a grievance shall first obtain permission from his/her immediate supervisor. Release from work shall be made as soon as practical.
8. A Grievance Representative desiring to enter the work location of a grievant to process a grievance shall first obtain permission from the grievant's supervisor. Permission to enter shall be made as soon as practical.

9. The Union agrees that whenever a Grievance Representative is involved in grievance activities listed in Paragraph 5 above during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized.
10. The Union shall give the Human Resources Director or designee a list of the names of employees selected as Grievance Representatives, and will immediately notify the Department of Human Resources of any changes.
11. Only those employees whose names are on the current list shall be granted release time to serve as a Grievance Representative.

ARBITRATION

1. If a grievance has been properly processed through the Grievance Procedure, and has not been resolved, and the original grievance is an alleged misapplication of a specific provision of this MOU which adversely affects the grievant, then the grievant, through the Union, may appeal the grievance to Arbitration.
2. To request Arbitration, the appeal must be filed with the Director of Human Resources or designee within ten (10) days of receipt of an answer at Level 4, or ten (10) days from the last day an answer was possible at Level 4 of the Grievance Procedure.
3. The parties may mutually agree upon the selection of the arbitrator or shall jointly request the State of California Conciliation Service to provide a list of seven (7) names of persons qualified to act as arbitrators.
4. Within ten (10) days following receipt of the above-referenced list, the parties shall meet to select the arbitrator. The right to strike the first name shall be determined by lot, and the parties shall alternately strike one name from the list until only one (1) name remains, and that person shall be the arbitrator.
5. Within twenty (20) days following the receipt of the notice of appeal to arbitration, a meeting shall be arranged by the Director of Human Resources or designee with the employee and appropriate Union representative to prepare a joint statement of the issue(s) to be presented to the arbitrator. If the parties are unable to agree upon the issue(s), each party will prepare its statement of the issue(s) to be presented to the arbitrator.
6. The arbitrator shall hold a hearing on the issue(s) jointly submitted, or as determined by the arbitrator if the parties have not mutually agreed upon the issue(s), and, within 30 calendar days of the hearing, render a written decision with reasons for the decision.

Post Hearing Briefs

Unless the parties mutually agree, there shall be no post hearing briefs. The parties shall present oral argument immediately upon close of the presentation of evidence. However, in the situation of multiple day hearings broken by days or weeks, or of a complex case, a party may request of the arbitrator the right to submit a post-hearing brief.

7. Each of the parties shall pay for the time and expenses of its representatives and witnesses through all stages of the arbitration and shall contribute equally to the fees and expenses of the arbitrator and court reporter, if any.
8. The parties agree that the arbitrator shall not add to, subtract from, change or modify any provision of this Agreement and shall be authorized only to apply existing provisions of this Agreement to the specific facts involved and to interpret only applicable provisions of this Agreement.
9. The decision of the arbitrator shall be final and binding.
10. The arbitrator's award is subject to the California Arbitration Act, by petition of either side, pursuant to C.C.P. Sections 1280, et seq.

APPEAL PROCEDURE WAIVER

The Union agrees that the procedures set forth in this Agreement are the only grievance and appeal procedures available to the employees it represents and that any appeal rights found elsewhere within City Codes, Ordinances or Resolutions are waived. The sole exception to this waiver is the Impasse Procedure, which is still applicable as a dispute resolution procedure available during the meet and confer process.

Article 16 - PROBATIONARY PERIOD

- 16.1 Upon appointment to a classification within the bargaining unit, an employee shall serve a probationary period of six (6) calendar months. If a status change is granted, regular status will be effective the first full pay period following the six (6) calendar month period.
- 16.2 The City may at its discretion extend the probationary period up to an additional 6 months by placing the bargaining unit member on notice of such extension prior to the expiration of his/her probation. Under no circumstances may probation be extended more than 6 months.

- 16.3 The City may reject an employee for any reason, as long as the reason is not unlawful.
- 16.4 A bargaining unit member who is promoted within a unit and who is required to serve probation on a promotional assignment will be entitled to his/her previous job position if it is still vacant and budgeted for at the time of rejection if the employee has held regular status in the previous position.

Article 17 - MINIMUM/MAXIMUM HOURS

- 17.1 Regular Part-Time employment shall consist of a regular schedule, provided that the employee's normal work hours may not exceed thirty (30) hours per week, nor be less than twenty-one (21) hours per week, and provided further that an employee's total paid hours may not exceed 1,716 hours nor be less than 1,092 hours per fiscal year.

The number of hours per week that the employee will work will be established upon hire (i.e. 21 hours per week, 28 hours per week, etc.). It is expected that the employee will maintain his/her regularly scheduled hours each week utilizing work hours and/or accrued leave. The exception is for a week in which a holiday occurs; reference Article 36.

By mutual agreement, employees may work more than their regularly schedule hours per week.

In addition, subject to supervisor/manager approval, employees, may voluntarily flex their schedule on a temporary basis. The flex schedule must occur within the employee's regular workweek. The primary, but not exclusive, use of this provision is for the scheduling of evening meetings, special events, and occasional necessary work that cannot be performed during an employee's regular schedule.

- 17.2 If the City decides to add or subtract hours to a vacated position, it will notify the Union of its intention to change, and the reason for the change.
- 17.3 It is the intention of the City to discuss any proposed permanent increase or decrease in hours with the affected employee(s) prior to requesting such additional work or cuts in hours (within the maximum and minimum). The employee's needs will be accommodated whenever possible.
- 17.4 The City shall not schedule work shifts of less than four (4) hours, unless by mutual agreement with worker(s) or pay for a minimum of four (4) hours.
- 17.5 The City shall provide rest periods as provided for in the Administrative Policy

Manual (Chapter III, Article VI, Section 3).

- 17.6 The City will monitor the hours of its casual workers and agrees to provide SEIU with a monthly (by the 10th of each month) printout of all casual workers whose hours exceed 900 hours in the fiscal year. For any casual workers whose hours exceed 900 hours in the fiscal year, SEIU may put the City on notice in writing that the City has five working days in which to either: 1) place that employee in the SEIU bargaining unit with a probationary period which shall commence five working days from SEIU's notice; or 2) no longer employ the person for the remainder of the fiscal year.

Article 18 - REDUCTION IN FORCE

- 18.1 When it is necessary to reduce the staff for lack of work or funds or in the interest of economy, the City Manager shall determine the classes in which the reduction is to be made and the number of positions to be eliminated. The layoff of employees shall occur within the classes determined in accordance with the following procedure:
- a. All employees holding substitute/casual/provisional appointments shall be laid off first.
 - b. Employees holding probationary appointments in reverse order of seniority shall be laid off next.
 - c. Employees holding regular appointments who have an overall performance rating of does not meet expectations/needs improvement in the last complete performance evaluation shall be laid off next.
 - d. All regular employees in reverse order of seniority having a performance rating of at least achieves expectations shall be laid off last in order of seniority of service.
 - e. The names of regular employees laid off according to this procedure shall constitute a re-employment list in the inverse order of layoff. Employees shall remain on the list for three years.
 - f. An employee is allowed only one refusal to an offer of reinstatement from the list and will remain on the list. If an employee refuses another offer he/she shall be removed from the list.

The side letter titled Cross-Unit Bumping dated March 4, 2013, between the City and the Unit, et al. remains in full force and effect for the term of this MOU.

- 18.2 In addition to decreasing hours for operational reasons, the City may wish to reduce hours in-lieu of a reduction-in-force. If the City wishes to do this, it agrees to negotiate with the Union before implementing a reduction in hours.

Article 19 - WAGES

- 19.1 An employee shall be paid only under one pay rate or scheduled amount in any given pay period, except as provided with regard to working out-of-class.
- 19.2 The parties agree with the principle that wages should be "market competitive."
- 19.3 Definition of "Market Competitive". Market competitiveness is defined as a comparison with Regular Full Time classifications within the City of Sunnyvale, or the establishment of an internal relationship to a Regular Full Time or Regular Part Time classification in the City of Sunnyvale. Explanations of "market comparisons" are provided in the following subparagraphs:

As used in this Article, "salary" means hourly rate of pay.

Comparison with Full-Time Classification. If the essential functions, knowledge, skills, and abilities of an SEIU represented classification correspond to a Regular Full-Time classification in the City's work force, the target salary of the SEIU classification shall be the salary assigned to the Regular Full-Time classification.

Internal Relationship. If there is neither a corresponding Regular Full-Time classification to compare, nor a corresponding Regular Part-Time classification, "market competitiveness" will be determined by a differential from the salary of the Regular Full-Time or Regular Part Time classification that is most closely related to the classification represented by the bargaining unit. For example, The Library Specialist III classification will be set at sixty five percent (65.0%) of Part-Time Librarian (i.e. target salary). In addition, the salary for a Part-Time classification shall not exceed the salary of the corresponding Full-Time classification.

- 19.4 Salary Adjustment. During the term of this agreement, employees in this unit will receive the following:
- a. Fiscal Year 2016/2017 increase: Effective the first full pay period in July 2016 (July 3, 2016), employees in this unit shall receive a salary increase of 5.5 percent.

- b. Fiscal Year 2017/2018 increase: Effective the first full pay period of 2017/2018, employees in this unit shall receive a salary increase of 4.0 percent.
 - c. Fiscal Year 2018/2019 increase: Effective the first full pay period of 2018/2019, employees in this unit shall receive a salary increase of 2.0 percent.
 - d. Fiscal Year 2019/2020 increase: Effective the first full pay period of 2019/2020, employees in this unit shall receive a salary increase of 2.0 percent.
 - e. Fiscal Year 2020/2021 increase: Effective the first full pay period of 2020/2021, employees in this unit shall receive a salary increase of 2.0 percent.
 - f. Fiscal Year 2021/2022 increase: Effective the first full pay period of 2021/2022 (July 11, 2021), employees in this unit shall receive a salary increase of 3.0 percent and 1.5 percent of annual base salary as off-salary-schedule pay (not reportable compensation to CalPERS). Employee must be an active employee on the last day of the pay period (July 24, 2021) to receive this pay.
 - g. If the Sunnyvale Employees Association (SEA) enters into a Memorandum of Understanding with the City that includes salary adjustments that are different than those in this Memorandum of Understanding, the salary adjustment in the Memorandum of Understanding with this unit shall be adjusted to be the same percentage across the board salary adjustments as SEA through the term of the Memorandum of Understanding.
 - h. This “me-too” is specific to salary adjustments and one-time lump sum payments alone, is in effect for the MOU ending June 2021 only, and sunsets/expires at the end of this MOU.
 - i. If any additional classifications represented by SEA receive an adjustment to the salary schedule, the same adjustment will be applied to the same classification in this unit during the same period as the adjustment made to the SEA classification.
- 19.5 Pursuant to the City’s Compensation Policy, payday is normally on the Thursday following the end of the pay period, but may deviate because of a holiday in the pay period or due to an emergency. It is understood that at such time that the payday is changed City-wide, such change shall be applied to the Union.

Article 20 - SALARY RANGES

- 20.1 Employees, at the time of appointment, will ordinarily be assigned the hourly rate in the first step of the pay range.
- 20.2 In extraordinary cases where it is necessary to attract experienced personnel, the employee may be assigned the hourly rate at any step in the pay range.
- 20.3 Upon promotion to a classification having an assigned pay range greater than the classification from which the employee is being promoted, the employee shall be entitled to that hourly pay step or interval in the pay range of the higher classification which is at least five percent (5.0%) above the employee's current hourly step rate, provided the increase does not exceed the rate contained in the sixth (6th) salary step.

Article 21 - MERIT INCREASES

- 21.1 Employees shall be eligible for a merit step increase after the successful completion of probation at six (6) months of continuous service in the given classification. Employees shall be eligible for additional merit step increases upon completion of additional intervals of twelve (12) months of continuous service in the given classification up to top step.
- 21.2 If a merit increase is granted, it will be effective the pay period following the pay period in which the probationary 6 month period (13 pay periods) and the subsequent 12 month periods (26 pay periods) are completed, respectively.
- 21.3 Continuous service is that which is separated by no more than twenty-six (26) pay periods of non-service.
- 21.4 Merit step increases shall be approved unless the employee's overall performance is does not meet expectations/needs improvement.

Article 22 - OTHER PAY

- 22.1 Premiums shall be paid separately on base pay, and are not compounded.
- 22.2 Out-of-Class for Work in Higher Classification

Employees who are temporarily assigned to work in a higher classification and work in such classification for more than eleven (11) consecutive hours shall be compensated at five percent (5%) above the employees' normal pay rate or the

first step of the higher level position, whichever is greater. Assignments may be made to employees who are in the same division/department and who are capable of performing the work of the higher-level position whether or not they have attained a particular formal education level. Such assignments will be on an as-needed basis and when the higher classification is a budgeted vacancy or temporarily unfilled due to the incumbent's absence for vacation or other approved leave.

Such out-of-class assignment pay shall be based on the full period of actual hours worked during the out-of-class assignment and received for the full period of time in which the employee works in the out-of-class assignment or any management or supervisory class, and provided that such higher assignment has been authorized by the employee's manager or his/her designee. Out-of-class assignment pay shall not be paid for vacation, holidays, disability, and any other leave during the out-of-class assignment; nor shall such leave days be considered a break in the out-of-class assignment.

Work out-of-class compensation and higher level duty compensation must be approved in advance by the employee's department manager and by the Human Resources Department.

22.3 Out-of-Class Pay for Special Assignment Work

The City Manager or designee may authorize a temporary pay adjustment for an employee given a specific temporary assignment clearly beyond the scope of the regular job description as determined by the Director of Human Resources or designee. Such assignment is to be made only as necessary to meet the business needs of the department. A request for such an assignment must be made to the City Manager or designee, in writing, from the Department Director prior to commencement of the assignment. Work in such assignment shall be at a minimum of two (2) consecutive weeks, and up to a maximum of one (1) year.

The request for special assignment shall describe the assignment, justify why it is to be performed by the designated employee, and give a specific duration for completion of the assignment with start and end date. Special assignment pay is five percent (5%) above the employee's normal pay rate. The special assignment and related compensation may be revoked at any time at the discretion of the Department Director, or the City Manager or designee.

Special assignment pay shall be based on the full period of actual hours worked during the assignment and received for the full period of time in which the employee works in the assignment, provided that such special assignment and related compensation has been authorized in advance by the Department Director, has been approved by the City Manager or designee, and has been processed by the Human Resources Department. Special assignment pay shall not be made retroactively. Special assignment pay shall not be paid for Paid Time

Off, Holidays, or any other leave during the special assignment; nor shall such leave days be considered a break in the special assignment.

The special assignment pay shall be discontinued on the date originally identified for completion of the assignment, unless an extension of specific duration is approved by the City Manager or designee prior to the end of the original assignment end date. Extension may be granted for up to an additional one (1) year for the same assignment.

Article 23 - BILINGUAL/TRANSLATOR PAY

23.1 Employees shall be entitled to receive, in addition to their regular compensation, the additional payment outlined below for Bilingual/Translator skills if they meet the following criteria:

- a. Certification by the director of the department that a particular assignment involves need for the required skills on a regular and frequent basis, and
- b. Certification by a provider contracted for through the Department of Human Resources that the employee possesses the needed language skills at a proficiency level deemed appropriate by the Director of Human Resources.

23.2 Qualifying languages are: Cantonese, Farsi, Hindi, Japanese, Mandarin, Portuguese, Russian, Sign Language, Spanish, Tagalog, Thai, Vietnamese, and other language(s) deemed appropriate by the City.

23.3 Bilingual/Translator Pay may be cancelled if it is found that the employee is no longer required to use these skills on a regular and frequent basis.

23.4 The certifications required and obtained above will not necessarily follow an employee if transferred or promoted.

23.5 Payment shall be thirty-five (\$35.00) dollars per month/sixteen dollars and fifteen cents (\$16.15) per pay period.

Article 24 - SAFETY SHOES

24.1 Each employee in classifications required by the City to wear safety footwear shall receive an allowance for the purchase of such footwear of one hundred sixty-five dollars (\$165.00) each fiscal year during the term of this Agreement.

- 24.2 The allowance shall be paid at the end of the first full pay period in July of each year to those active employees in classes requiring safety footwear or for employees hired after that time, during the first full pay period of employment. Should an employee use accrued available leave time to extend the date of separation or retirement, and should the utilization of leave time cross July 1, the employee shall not receive any safety footwear allowance for the new fiscal year.
- 24.3 All employees who receive this benefit shall be required to purchase and wear CAL-OSHA Approved Safety Footwear.

Article 25 - PERS

- 25.1 The City has contracted with CalPERS and shall provide pension benefits for miscellaneous employees, including employees in this Unit, in a manner consistent with State law and will comply with the Public Employees' Pension Reform Act (Government Code Section 7522 et seq.).
- 25.2 The City has contracted with CalPERS to provide Level III of the 1959 Survivor Benefit and the Military Buy-Back Option, which are applicable to employees in this Unit.
- 25.3 Employees' payment to their employee contribution to CalPERS shall be made pursuant to IRC Section 414(h)(2).
- 25.4 The Union shall defend, indemnify and save harmless the City, its officers, agents and employees from any and all claims, demands, damages, cost, expenses, or liability, including but not limited to, liability for back taxes, and all claims of any type by the IRS, Franchise Tax Board, unit members or their heirs, successors, or assigns, arising out of this Agreement to "pick-up" or pay the employees' contribution to CalPERS.
- 25.5 Tier 1 – Local Miscellaneous 2.7% at age 55

Employees hired before December 23, 2012 shall receive Local Miscellaneous 2.7% at age 55 retirement formula. Final compensation shall be calculated using the single highest year model.

During the term of the agreement, the City shall contribute four percent (4%) of the eight percent (8%) employee contribution. Employee shall pay the remaining four percent (4%) of the employee contribution.

The City's payment of the employees' CalPERS contribution is based upon authority from CalPERS and upon tax treatment permitted by the Internal

Revenue Service under Internal Revenue Code Section 414(h)(2) and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board or the IRS or the United States Department of the Treasury may alter the current revenue rulings, either by other rulings or by issuing new regulations.

The City shall report the value of employer-paid member contributions (EPMC) as additional compensation for each employee.

25.6 Tier 2 – Local Miscellaneous 2.0% at age 60

Employees hired on or after December 23, 2012 who are also classic CalPERS members shall receive the Local Miscellaneous 2.0% at age 60 retirement formula. Final compensation shall be calculated using the single highest year model.

During the term of the agreement, the City shall contribute four percent (4%) of the seven percent (7%) employee contribution. Employees shall pay the remaining three percent (3%) of the employee contribution.

The City's payment of the employees' CalPERS contribution is based upon authority from CalPERS and upon tax treatment permitted by the Internal Revenue Service under Internal Revenue Code Section 414(h)(2) and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board or the IRS or the United States Department of the Treasury may alter the current revenue rulings, either by other rulings or by issuing new regulations.

The City shall report the value of employer-paid member contributions (EPMC) as additional compensation for each employee.

25.7 Tier 3 – Local Miscellaneous 2.0% @ 62

Employees hired on or after January 1, 2013 who are also new CalPERS members shall receive the Local Miscellaneous 2.0% at age 62 retirement formula. Final compensation shall be calculated using the highest 36-consecutive month model. Employees will pay fifty percent (50%) of normal cost as the employee contribution. The normal cost is subject to change on a fiscal year basis as determined by CalPERS.

25.8 If the Sunnyvale Employees Association (SEA) enters into a Memorandum of Understanding with the City that includes changes to the City's contribution to the employee's share of PERS and the employee's payment of the required employee contribution, the City's contribution to the employee's share of PERS

and the employee's payment of the required employee contribution in the Memorandum of Understanding with this unit shall be adjusted to be the same percentages as SEA through the term of the Memorandum of Understanding.

Article 26 - MEDICARE

- 26.1 Union members shall be covered by Medicare.
- 26.2 The employee and the City shall each contribute the mandated percentage of the employee's wage toward the cost of Medicare.

Article 27 - INSURANCE

27.1 Insurance Plans

The City shall continue to provide group Medical, Dental, Vision insurance and Life and Accidental Death & Disbursement (Life/AD&D) plans, and Employee Assistance Program (EAP). Purchase of Medical, Dental, Vision, and Supplemental Life/AD&D insurance is an employee option.

27.2 City Contribution

If an employee elects to purchase health insurance through the City, then:

- a. The City's contribution to the medical/cafeteria plan will be provided as follows:

Calculate 52% of the average of the family monthly premium for the Bay Area Regional CalPERS Blue Shield Access HMO and the CalPERS Kaiser HMO plans.

The calculation for 2017 will be as follows:

Blue Shield Access HMO	\$2,664.61 per month
Kaiser HMO	\$1,906.81 per month
Average	\$2,285.71 per month
52% of average	\$1,188.57 per month

- b. The contribution as described in section (a) above will be allocated 49% medical contribution and 51% cafeteria plan. However, any annual increases in the medical contributions shall not exceed a 5% total increase compared to the preceding year medical contribution. Any amount in the formula increase that will exceed a 5% increase in

the medical contribution shall be reallocated to the cafeteria plan contribution.

Example:

2017 Calculation

49% Medical	\$582.40 per month *
51% Cafeteria	\$606.17 per month
Total City Contribution	\$1,188.57 per month

* 2017 Medical contribution exceeds 5% of the 2016 Medical contribution ($\$416.90 + 5\% = \437.75)

2017 Revised Calculation

Medical	\$437.75 per month
Cafeteria	\$750.83 per month
Total City Contribution	\$1,188.57 per month

- c. The contribution described above will be adjusted January 1 of each calendar year to correspond to CalPERS Bay Area Regional medical plan changes.
- d. The City will contribute 65% of the full cost of the vision insurance premium for employee plus one dependent. The contribution will be added to the cafeteria plan. The 2017 contribution is $\$11.80 \times 65\% = \7.67 per month.
- e.

2017 Revised Calculation with Vision

Medical	\$437.75 per month
Cafeteria	\$758.50 per month *
Total City Contribution	\$1,196.24 per month

* 2017 Revised cafeteria contribution: $\$750.83 + \$7.67 = \$758.50$ per month

- f. Employees who receive the benefit option prior to the 2008-2012 MOU at 27 hours per week and above the time that this MOU is approved by the SEIU will be grandfathered to this benefit for the term of the MOU even if their hours drop below the 27 hours per week for the term of this MOU.

27 – 28 hours per week, employee receives 70%

29 – 30 hours per week, employee receives 75%
31 – 32 hours per week, employee receives 80%

- g. Effective the second full pay period following ratification and approval by the City Council, cafeteria plan contributions may be used by employees to purchase medical, dental and vision insurance premiums. The premium cost will be deducted from any cafeteria plan surplus. If the cafeteria plan does not contain a surplus, the cost will be deducted from pay on a pre-tax basis. There shall be no cash payments for any unused cafeteria plan contributions.
- h. The employee shall be required to pay the balance due as a deduction from the employee's bi-weekly paycheck. The procedures for enrolling in the health insurance shall be established by the City.

27.3 Vision Insurance

- a. Vision insurance, at the current benefit level, will continue to be provided. Such coverage includes a deductible that the employee must pay at the time of service.
- b. The vision plan provides a voluntary buy-up option that enhances coverage for an additional cost and is paid 100% by the employee. Surplus cafeteria plan contributions may not be applied to the buy-up cost.

27.4 Dental Insurance

- a. Delta Dental PPO (Preferred Provider Organization) and Delta Dental DMO (Dental Maintenance Organization) plans are available for enrollment the month following an employee's date of hire.

The Delta Dental PPO plan provides a voluntary buy-up option that enhances coverage for an additional cost and is paid 100% by the employee. Surplus cafeteria plan contributions may not be applied to the buy-up cost.

The Delta Dental PPO plan will offer the same benefits coverage and monthly premium cost as the Sunnyvale Employees' Association (SEA).

27.5 Employee Assistant Program (EAP)

- a. The Employee Assistance Program will continue to be provided. Enrollment is mandatory, and the premium is fully paid by the City.

27.6. Life/AD&D

- a. The City shall provide Life and Accidental Death and Dismemberment (Life/AD&D) insurance for each employee in an amount equal to the employee's hourly rate multiplied by 1,560 hours (maximum number of regularly scheduled hours worked per year).
- b. Such insurance shall be at no cost to the employee, except that, insurance amounts above \$50,000 provided by the City shall be subject to tax law provisions.
- c. At the time of hire, an employee may purchase supplemental Life/AD&D insurance in an amount equal to the coverage provided by the City, up to a combined maximum coverage of \$80,000.
- d. Employees who did not purchase supplemental Life/AD&D insurance at the time of hire or during the initial open enrollment, may purchase additional Life/AD&D insurance in an amount equal to the coverage provided by the City, up to a combined maximum coverage of \$80,000, subject to approval by the carrier.
- e. The premiums for the supplemental life/AD&D insurance is paid 100% by the employee. Surplus cafeteria plan contributions may not be applied to the supplemental life/AD&D premiums.

27.7 Pre-Tax Health Contributions

Insurance premium contributions are paid for on a pre-tax basis; however, the City agrees to continue to provide employees with an option to pay their insurance premium contributions on a post-tax basis, to the extent permitted by the Internal Revenue Code.

27.8 Cash In-Lieu

Effective the first full pay period following ratification by the SEIU membership and approval by the City Council, cash-in-lieu benefit is no longer offered. Employees who receive cash-in-lieu benefit at the time will receive a one-time payment of \$600.

Article 28 - STATE DISABILITY INSURANCE (SDI)

- 28.1 The City agrees to continue to contract with the State of California Employment Development Department to provide SDI benefits to Classified Regular Part-Time employees.

- 28.2 The cost of SDI or the alternative benefits will be paid by employees through payroll deductions. The City's administrative costs shall be paid by the City.

Article 29 – OTHER BENEFITS

- 29.1 Deferred Compensation. The City's deferred compensation program shall be available to employees represented by SEIU according to the provisions of the plan currently in effect.
- 29.2 Credit Union Paycheck Deduction. Effective with the first day of the pay period following the completion of the employee's enrollment and designation form with the Sunnyvale Employees Federal Credit Union, employees may deposit a specific amount of his/her net salary via paycheck deduction.
- 29.3 Employee Tools. The City shall furnish tools needed by an employee to perform tasks assigned by the City.
- 29.4 Tuition reimbursement and training assistance shall be provided in accordance to the City's Administrative Policy Manual.
- 29.5 Uniforms. Each employee required by the City to wear a uniform, and who actually wears the uniform during works hours, shall receive a uniform in a manner determined by the employee's department or division. A uniform is defined as clothing which is a ready substitute for personal attire the employee would otherwise have to acquire and maintain. This provision excludes items that are for personal health and safety.

A standardized value, as determined by the City, for qualified uniforms shall be reported as "special compensation" as required by PERS procedures for all affected employees who are CalPERS classic members (tier 1 and tier 2 formula) as set forth herein. The Public Employees' Pension Reform Act (Government Code Section 7522 et seq.) prohibits reporting uniform value as "special compensation" for CalPERS new members.

- 29.6 The City will provide Unemployment Insurance benefits at no cost to the employee.
- 29.7 Health Care Flexible Spending Account (FSA)

The City shall provide a plan in accordance with the Internal Revenue Code Section 125 that provides an option for employees to pay for health care expenses on a pre-tax basis.

- 29.8 Dependent Care Flexible Spending Account (FSA)

The City shall provide a plan in accordance with the Internal Revenue Code Section 129 that provides an option for employees to pay for dependent care expenses on a pre-tax basis.

29.9 Commuter Transportation Benefits

The City shall provide a plan in accordance with the Internal Revenue Code Section 132(f) that provides an option for employees to pay for qualified work-related transportation expenses for mass transit, van pools, and parking on a pre-tax basis. The monthly election limit is regulated by the IRS.

Article 30 - PAID LEAVE

30.1 Paid Time Off (PTO) shall accrue as follows:

Hours of Service	PTO Accrual Hours for Each Paid Hour
0 – 1,091.99	0.088
1,092 – 5,459.99	0.097
5,460 – 10,919.99	0.122
10,920 – 18,563.99	0.133
18,564 – 27,299.99	0.142
27,300 and up	0.150

30.2 The maximum accumulation of accrued leave shall be 440 hours. There shall be no accrual over 440 hours.

30.3 Requests for leave must be submitted on appropriate leave request forms in accordance with City policy.

30.4 Use of paid leave shall be subject to approval by the employee's supervisor.

30.5 Accumulated leave shall be paid to the employee at the time of separation from the City.

30.6 The City will comply with the California Kin Care Law (Labor Code section 233).

Article 31 - BEREAVEMENT LEAVE

An employee is entitled to bereavement leave in the amount not to exceed his/her normally scheduled work week from 21 to 30 hours where death has occurred to an employee's:

spouse or registered domestic partner, father, mother, step-father, step-mother, son, daughter, brother, sister, grandparents or grandchildren; or to the father, mother, step-father, step-mother, son, daughter, brother, sister, grandparents or grandchildren of an employee's spouse or registered domestic partner.

Except as provided herein, all bereavement leave must be used within six calendar months of the date of the eligible incident. Employees who are designated as the executor for a qualifying decedent's estate may use bereavement leave beyond the six-month limitation. Any use of bereavement leave more than six months after the eligible incident requires the approval of the Human Resources Director.

The City reserves the right to require proof of death from the employee including, but not limited to: death certificates, obituaries, and funeral cards.

Article 32 - CITYWIDE EMPLOYEE EMERGENCY LEAVE RELIEF FUND

- 32.1 The City-Wide Employee Emergency Leave Relief Fund is a program that allows an employee who has leave hours accrued, the opportunity to donate a portion of his/her accrued leave to benefit another employee needing paid emergency leave.
- 32.2 To benefit from this fund, the receiving employee must be eligible to accrue City paid leave time, must have used all available accrued leave and must have a personal emergency that requires the employee to be on leave from work responsibilities to attend to the emergency.
- 32.3 To receive relief hours from the Fund, the employee, a member of the family or a friend must submit a written request to the City Manager or designee stating the hours needed and briefly explaining the circumstances of the emergency requiring use of hours from the Fund.
- 32.4 Rules and procedures defining the use of this Fund shall be promulgated by the City Manager or his/her designee.

Article 33 – FAMILY MEDICAL CARE LEAVE AND PREGNANCY DISABILITY LEAVE

The City will comply with the Family and Medical Care Leave act (FMLA), the California Family Rights Act (CFRA), and the Pregnancy Disability Leave Act (PDL).

Article 34 – JURY DUTY

- 34.1 The City shall grant a leave with pay for any employee required to report to Jury Duty until that employee is released by the Court. The paid leave would cover only those regularly scheduled work hours provided that the employee:
- a. is actively engaged in the jury process;
 - b. returns to his/her worksite to complete his/her shift if the employee is released prior to the end of the employee's regular work day; and
 - c. gives to the City all fees received from such duties within thirty (30) days from termination of jury service.

Article 35 – SUBSTITUTES

- 35.1 For all departments, except the Library, when an employee is absent from work, due to either a planned or unplanned absence, the supervisor shall obtain a substitute, if necessary, for the employee.
- 35.2 For the Library:
- a. For planned absences, the current practice of the employee obtaining a substitute shall continue; with the understanding that such substitute shall be within the same classification within the regular part-time category.
 - b. For unplanned absences due to an emergency, the employee shall notify his/her supervisor of the employee's inability to come to work no later than the employee's schedule starting time. The supervisor shall assume responsibility for obtaining a substitute.

Article 36 - HOLIDAYS/SHORT TERM ABSENCES/LONG TERM ABSENCES

36.1 Holidays

Employees who work a regular schedule shall receive holiday pay on a recognized City Holiday based on their regular weekly schedule. Employees who were on full pay status of their regular schedule both before and after each holiday shall be entitled to this holiday pay.

For example:

- Regularly scheduled to work 21 hours per week:
 - Holiday pay on a recognized City holiday = $21 \text{ hours} \div 5 \text{ days} = 4.2 \text{ hours}$
- Regularly scheduled to work 30 hours per week:
 - Holiday pay on a recognized City holiday = $30 \text{ hours} \div 5 \text{ days} = 6 \text{ hours}$
- Days per week for holiday pay purpose is always 5 days regardless of the actual number of days scheduled to work in a week.

Employees who work on a holiday will receive base pay for all hours worked on a holiday in addition to holiday pay.

a. Recognized City holidays include:

New Year's Eve
New Year's Day
Martin Luther King Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

- b. For the purposes of satisfying the requirement that employees work or use paid leave to equal at least 21 hours per week, the holiday leave hours will count as paid leave.
- c. Employees will not be allowed to work above their authorized budgeted hours during a holiday week unless such work is approved by the Department Director, due to operational necessity.

36.2 Short-Term Absences

Employees who need to be absent from work due to illness, or other bona fide personal needs, shall use accrued paid leave, or may make up the time if mutually agreeable with the supervisor. If the employee does not have accrued leave available, Leave Without Pay may be taken on a short-term basis in accordance with administrative procedure.

36.3 Long-Term Absences

Long-term leaves without pay and pre-scheduled leaves without pay must be

approved through the City's regular administrative process.

Article 37 - RECLASSIFICATION

- 37.1 For future reclassifications during the term of this MOU, an employee may submit a request for a reclassification for his or her job to the Department of Human Resources and to his/her supervisor only during the month of February of each year.
- 37.2 Such request shall be processed through the employee's department and submitted to the Department of Human Resources no later than March 31 of the same year.
- 37.3 If the Department of Human Resources declines to perform the requested reclassification study, then the requesting employee shall be notified in writing no later than June of the same year. The Department of Human Resources may decline a request for a reclassification of a job that has been studied within the past 24 months, unless the employee and the affected department justify such new request.
- 37.4 Each employee submitting a reclassification request shall receive a written response to such request, but in no event shall the response be later than the end of the fiscal year following the fiscal year of submittal.
- 37.5 If the City denies the reclassification of the employee's position, the City shall give the incumbent the reasons for denial in writing.
- 37.6 If the City reclassifies the position, and the employee was eligible, as defined in the Administrative Policy, Chapter III, Article 2, to be reclassified when the request was filed, the employee shall be appointed to the new classification retroactively, effective the full pay period after the request was originally submitted to the Department of Human Resources.
- 37.7 If the employee was not eligible to be promoted when the request was filed, then the reclassification shall be effective when the employee becomes eligible.

Article 38 - TESTING FOR CITY VACANCIES

Any employee represented by SEIU who desires to test for a position advertised and posted by the City, if such a position represents a promotion or lateral transfer, shall be entitled to time off without loss of pay for the period required to take any and all parts for the testing process, if such testing occurs

during the employee's regularly scheduled work hours. Each employee is allowed to exercise this prerogative twice per year.

Article 39 - SELECTION APPEAL PROCEDURE

The parties agree that if a bargaining unit member who has sought a promotion or transfer has been denied his or her rights or perceives that he or she has been unfairly treated, he or she may bring his/her concerns directly to the Director of Human Resources. The Director of Human Resources will either address the issue by speaking to the employee and attempting to resolve the employee's concern or explaining to the employee that he or she cannot resolve the issue and that the employee may file a grievance. The time to file a grievance (in accordance with the grievance procedure if appropriate) will be extended to the date of the communication (either orally or in writing) to the employee from the Director of Human Resources.

Article 40- UNION/MANAGEMENT JOINT RESOLUTION MEETINGS

- 40.1 The parties agree that regular meetings to explore mutual problems will be beneficial to the relationship between the City and the Union. To promote a problem-solving approach, the parties agree that decision making shall be by consensus. For these purposes, consensus means that no meeting participant objects to a decision or course of action under consideration by the group.
- 40.2 Consequently the parties agree to meet bimonthly to discuss any issue concerning the rights of either party or the relationship between the City and the Union or the City and employees the Union represents. The purpose of the meetings is to exchange information and to solve problems. By mutual agreement, the parties may meet more often than or less often than bimonthly.
- 40.3 Consequently the parties agree to meet quarterly, or within 15 days of either party requesting a meeting, to discuss any issue concerning the rights of either party or the relationship between the City and the Union or the City and employees the Union represents. The purpose of the meetings is to exchange information and to solve problems.
- 40.4 The parties agree that such meetings shall not be negotiations and therefore the results of the meetings shall not be binding on the parties unless they develop and execute a document that memorializes their results.
- 40.5 Each of the parties may have three (3) representatives plus additional people as reasonably needed for a specific topic. Union representatives shall receive reasonable release time to participate in these meetings.

- 40.6 To promote the objectives of this process, the parties agree to focus on the problem under consideration and to attempt to develop a consensus solution for each problem discussed by the group. Further, to promote the objectives of this process, the parties agree to refrain from negatively characterizing the participation, ideas or approach of the other party to people outside the meeting.

Article 41 - CITYWIDE COMMITTEES

SEIU employees shall be eligible to participate or be designated by departments in Citywide committees, where union representation is part of the committee component.

Article 42 - EMPLOYEE ROSTER

- 42.1 Quarterly, at the written request of the Union, City shall provide a roster of employees which contains each employee's name, class, department, division, hire date, fiscal year-to-date hours, life-to-date hours, last day worked, range, step, and hourly rate.
- 42.2 Bi-weekly, the City shall provide a list of new hires/separations.
- 42.3 At new employee orientation, the City shall provide the employee a form (provided by the Union and agreed to by the City) to complete whereby the employee will or will not provide authorization to the City to release the employee's home address and telephone number to the Union. If the employee provides such authorization, the employee's home address and telephone number will be included on the reports.

Article 43 - PERSONNEL FILES

- 43.1 The Department of Human Resources shall maintain employees' personnel file. City agrees to comply with Labor Code Section 1198.5 pertaining to record keeping, access to and maintenance of personnel files.
- 43.2 With reasonable notice to the Department of Human Resources, an employee or his/her representative upon presentation of written authorization from the employee, shall have access to the employee's personnel file.
- 43.3 The employee may be required to acknowledge receipt of any document entered into his/her personnel file without prejudice to subsequent

arguments concerning the contents of such documents.

Article 44- BULLETIN BOARDS

- 44.1 The Union shall have the use of designated bulletin board space to post material related to Union business.
- 44.2 The placement of bulletin boards and the portion of the board to be made available to the Union shall be determined by mutual agreement.
- 44.3 Any materials posted must be dated and initialed by the Union representative responsible for the posting.
- 44.4 At the time of the posting, a copy of the material must be given to the management representative designated for that bulletin board.
- 44.5 The Union shall remove posted material after it has served its purpose, usually within 30 days.
- 44.6 The Union agrees that nothing of a libelous, obscene, defamatory, or of a partisan political nature, or inconsistent with the promotion of harmonious labor relations between the City and the Union shall be posted.
- 44.7 The Union agrees that this Article provides the right to post materials only on designated bulletin boards.
- 44.8 Any material posted in violation of this Article may be removed by the management representative designated for a particular bulletin board.
- 44.9 If material is removed pursuant to 44.8 above, the City shall notify the Union in writing of the removal and the reasons therefore.

Article 45 – UNION BUSINESS LEAVE

Leave of absence without pay to take employment with the Union signatory to this MOU may be granted for a maximum period of thirteen (13) full bi-weekly pay periods. Employees are entitled to retain any accrued paid leave credits while on such leave. In the event that employees on approved Union Business Leave wish to continue group health benefits coverage (including medical, dental, and vision insurance) through the City plans, arrangements will be made for the Union to reimburse the City for the costs associated with continuing such coverage.

Unpaid leave under this provision is subject to approval by the employee's

supervisor/manager and department director.

Article 46 – REOPENERS

- 46.1 Affordable Care Act. At such time as regulations are issued implementing the Affordable Care Act, the City and the Union will meet and confer to review the impact of such regulations on the benefits plans then in force. If modifications to the benefits, eligibility for coverage, employer or employee contribution to the cost of insurance or any other provisions of the benefit plans covered by this MOU will be modified by the ACA during the term of this agreement, it is agreed that the City and the Union will reopen the contract to meet and confer and determine how such mandated changes will be implemented.
- 46.2 HRIS/Financial System. The City contemplates implementing a new HRIS/Financial System during the term of this MOU. Accordingly, the parties agree to re-open MOU terms, as necessary, in order to implement any new system. The City agrees that the re-opener negotiations will not result in any material diminution in compensation.
- 46.3 Pay Date. The City may elect to reopen the contract to propose changing the pay date once all other city bargaining units have agreed to implement the City's proposal.

Bargaining Unit #4
Service Employees International Union, Local 521

Memorandum of Agreement
July 1, 2017 – June 30, 2021
Extended to June 30, 2022

City of Sunnyvale

Bargaining Unit #4
SEIU, Local 521

Kent Steffens, City Manager

Mark Baxter, Chapter Chair, SEIU
Local 521

Tina Murphy, Director of Human
Resources

Aileen Vlahakos, Internal
Organizer/Chief Negotiator, SEIU
Local 521

Varvara Vorobieva, Union Organizer,
SEIU Local 521

Date

Date

Appendix A – REGULAR PART-TIME CLASSIFICATIONS

JOB CODE	CLASSIFICATION
8500	Administrative Aide, Part-time
8601	Administrative Analyst, Part-time
8900	Automotive Shop Attendant, Part-time
8303	Building Services Worker, Part-time
8700	Business Liaison, Part-time
8701	Career Advisor, Part-time
8702	Comp Systems Specialist, Part-time
8301	Custodian, Part-time
8100	Employment Training Program Coordinator, Part-time
8110	EMS Specialist 1, Part-time
8120	EMS Specialist 2, Part-time
8250	Environmental Chemist 1, Part-time
8251	Environmental Chemist 2, Part-time
8150	Facility Attendant 1, Part-time
8151	Facility Attendant 2, Part-time
8200	Golf Service Assistant, Part-time
8300	Graphic Artist, Part-time
8305	Laboratory/Field Technician, Part-time
8350	Landfill Technician, Part-time
8400	Librarian, Part-time
8402	Library Specialist 1, Part-time
8403	Library Specialist 2, Part-time
8404	Library Specialist 3, Part-time
8130	Mail Clerk, Part-time
8107	Meter Reader, Part-time
8102	Office Assistant, Part-time
8105	Principal Office Assistant, Part-time
8106	Senior Crime Analyst, Part-time
8104	Senior Office Assistant, Part-time
8800	Senior Workforce Services Representative, Part-time
8103	Staff Office Assistant, Part-time
8600	Vehicle Abatement Officer, Part-time

DRAFT 6/22/2021 MCT

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE AMENDING RESOLUTION NO. 190-05, THE CITY'S SALARY RESOLUTION, BY AMENDING THE PAY SCHEDULE TO INCREASE SALARIES FOR PAY PLAN CATEGORY L (CLASSIFIED REGULAR PART-TIME) EMPLOYEES REPRESENTED BY THE SERVICE EMPLOYEE INTERNATIONAL UNION

WHEREAS, the current Memorandum of Understanding ("MOU") between the City of Sunnyvale ("City") and the Service Employees International Union ("SEIU") will expire on June 30, 2021; and

WHEREAS, representatives for the City and SEIU began the meet and confer process in April 2021 and met three times to reach an agreement; and

WHEREAS, on June 9, 2021 a tentative agreement was reached between the City and SEIU on a one-year extension to the current MOU, which will be in effect from July 1, 2021 to June 30, 2022; and

WHEREAS, consistent with wage practices in the contract since the 2016/2017 fiscal year, in which SEIU employees have received wage increases that parallel those applied to the Sunnyvale Employees' Association bargaining unit, the City desires to amend the City's salary resolution to implement a 3% salary increase for SEIU Category L employees, 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 pay rates in Pay Plan Category L, 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

Section 1

EXHIBIT A
City of Sunnyvale
Salary Table - SEIU and Casual/Temporary Classifications

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	
8500	SEIU	L	n/a	n/a	n/a	Administrative Aide, Part-time	8500	38.4196	40.3408	42.3576	44.4756	46.6994	49.0344	79,913	N/A	101,992	7/11/21
8601	SEIU	L	n/a	n/a	n/a	Administrative Analyst, Part-time	8601	40.1598	42.1679	44.2764	46.4901	48.8147	51.2554	83,532	N/A	106,611	7/11/21
8900	SEIU	L	n/a	n/a	n/a	Automotive Shop Attendant, Part-time	8150	18.8342	19.7758	20.7646	21.8026	22.8930	24.0377	39,175	N/A	49,998	7/11/21
8303	SEIU	L	9054	TEMP	n/a	Building Services Worker, Part-time	8303	31.3689	32.9373	34.5843	36.3135	38.1291	40.0357	65,247	N/A	83,274	7/11/21
8700	SEIU	L	n/a	n/a	n/a	Business Liaison, Part-time	8701	35.3497	37.1172	38.9730	40.9218	42.9678	45.1164	73,527	N/A	93,842	7/11/21
8701	SEIU	L	n/a	n/a	n/a	Career Advisor, Part-time	8701	35.3497	37.1172	38.9730	40.9218	42.9678	45.1164	73,527	N/A	93,842	7/11/21
8702	SEIU	L	n/a	n/a	n/a	Computer Systems Specialist, Part-time	8702	39.9739	41.9725	44.0710	46.2748	48.5886	51.0180	83,146	N/A	106,117	7/11/21
8301	SEIU	L	9074	TEMP	n/a	Custodian, Part-time	8150	18.8342	19.7758	20.7646	21.8026	22.8930	24.0377	39,175	N/A	49,998	7/11/21
8110	SEIU	L	9090	TEMP	n/a	Emergency Medical Services Specialist 1, Part-time	8110	42.6719	44.8056	47.0459	49.3982	51.8680	54.4615	88,758	N/A	113,280	7/11/21
8120	SEIU	L	9091	TEMP	n/a	Emergency Medical Services Specialist 2, Part-time	8120	49.0818	51.5357	54.1127	56.8182	59.6590	62.6420	102,090	N/A	130,295	7/11/21
8100	SEIU	L	n/a	n/a	n/a	Employment Training Program Coordinator, Part-time	8100	38.5495	40.4767	42.5007	44.6257	46.8571	49.2000	80,183	N/A	102,336	7/11/21
8250	SEIU	L	n/a	n/a	n/a	Environmental Chemist 1, Part-time	8250	35.6735	37.4571	39.3297	41.2963	43.3612	45.5293	74,201	N/A	94,701	7/11/21
8251	SEIU	L	n/a	n/a	n/a	Environmental Chemist 2, Part-time	8251	41.4921	43.5670	45.7454	48.0328	50.4342	52.9559	86,304	N/A	110,148	7/11/21
8150	SEIU	L	n/a	n/a	n/a	Facility Attendant 1, Part-time	8150	18.8342	19.7758	20.7646	21.8026	22.8930	24.0377	39,175	N/A	49,998	7/11/21
8151	SEIU	L	n/a	n/a	n/a	Facility Attendant 2, Part-time	8151	23.4539	24.6265	25.8578	27.1509	28.5083	29.9338	48,784	N/A	62,262	7/11/21
8200	SEIU	L	9126	TEMP	n/a	Golf Service Assistant, Part-time	8200	18.6791	19.6127	20.5936	21.6232	22.7044	23.8396	38,853	N/A	49,586	7/11/21
8300	SEIU	L	n/a	n/a	n/a	Graphic Artist, Part-time	8103	28.4026	29.8226	31.3136	32.8794	34.5230	36.2493	59,077	N/A	75,399	7/11/21
8305	SEIU	L	n/a	n/a	n/a	Laboratory/Field Technician, Part-time	8305	32.8228	34.4640	36.1874	37.9968	39.8966	41.8914	68,271	N/A	87,134	7/11/21
8350	SEIU	L	n/a	n/a	n/a	Landfill Technician, Part-time	8350	32.0452	33.6473	35.3298	37.0962	38.9508	40.8983	66,654	N/A	85,068	7/11/21
8400	SEIU	L	n/a	n/a	n/a	Librarian, Part-time	8400	37.1704	39.0287	40.9802	43.0295	45.1807	47.4398	77,314	N/A	98,675	7/11/21
8402	SEIU	L	9154	TEMP	n/a	Library Specialist 1, Part-time	8402	17.4560	18.3289	19.2453	20.2076	21.2180	22.2789	36,308	N/A	46,340	7/11/21
8403	SEIU	L	9155	TEMP	n/a	Library Specialist 2, Part-time	8403	20.5367	21.5635	22.6418	23.7738	24.9625	26.2108	42,716	N/A	54,518	7/11/21
8404	SEIU	L	9156	TEMP	n/a	Library Specialist 3, Part-time	8404	24.1608	25.3688	26.6373	27.9691	29.3678	30.8360	50,254	N/A	64,139	7/11/21
8130	SEIU	L	n/a	n/a	n/a	Mail Clerk, Part-time	8130	23.3486	24.5163	25.7420	27.0288	28.3803	29.7993	48,565	N/A	61,983	7/11/21
8107	SEIU	L	n/a	n/a	n/a	Meter Reader, Part-time	8107	31.5957	33.1753	34.8342	36.5758	38.4047	40.3249	65,719	N/A	83,876	7/11/21
8102	SEIU	L	n/a	n/a	n/a	Office Assistant, Part-time	8102	25.7616	27.0492	28.4019	29.8221	31.3133	32.8788	53,584	N/A	68,388	7/11/21
8105	SEIU	L	n/a	n/a	n/a	Principal Office Assistant, Part-time	8105	36.4404	38.2622	40.1755	42.1843	44.2935	46.5082	75,796	N/A	96,737	7/11/21

Section 1

City of Sunnyvale
Salary Table - SEIU and Casual/Temporary Classifications

Regular			Casual/Temporary					Hourly Pay Rates						Annual Range			Effective Date
Job Code	Unit	Pay Cat.	Job Code	Unit	Pay Cat.	Job Title	Range / Scale	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Minimum	Control Point	Maximum	
8106	SEIU	L	n/a	n/a	n/a	Senior Crime Analyst, Part-time	8106	50.5889	53.1186	55.7745	58.5632	61.4913	64.5661	105,225	N/A	134,297	7/11/21
8104	SEIU	L	n/a	n/a	n/a	Senior Office Assistant, Part-time	8104	32.1525	33.7602	35.4483	37.2207	39.0816	41.0356	66,877	N/A	85,354	7/11/21
8800	SEIU	L	n/a	n/a	n/a	Senior Workforce Services Representative, Part-time	8800	28.8212	30.2623	31.7755	33.3644	35.0325	36.7842	59,948	N/A	76,511	7/11/21
8103	SEIU	L	n/a	n/a	n/a	Staff Office Assistant, Part-time	8103	28.4026	29.8226	31.3136	32.8794	34.5230	36.2493	59,077	N/A	75,399	7/11/21
8600	SEIU	L	9296	TEMP	n/a	Vehicle Abatement Officer, Part-time	8600	29.8400	31.3322	32.8988	34.5436	36.2710	38.0843	62,067	N/A	79,215	7/11/21

Notes

CONF and Mgmt-CONF:

In addition to base pay, employees assigned to Confidential classifications receive a 3.5% confidential premium.

CONF, SEA, SEIU:

Effective July 11, 2021, employees receive 1.5% of annual base salary as off-salary-schedule pay (not reportable to CalPERS).

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

Category L applies to Classified Regular Part-time Employees (SEIU)



City of Sunnyvale

Agenda Item

21-0557

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Adopt a Resolution Amending the City's Salary Resolution and the Schedule of Pay to Increase the Salary Ranges for Pay Plan Category F (Unclassified Department Directors)

BACKGROUND

Unclassified department directors (pay plan category F) are at-will employees, appointed by the City Manager. They are not organized and do not collectively negotiate for any changes to their wages, hours, and/or other terms and conditions of employment. Instead, the City Manager makes recommendations to the City Council regarding such changes on behalf of this employee group.

In September 2017, a compensation program was approved by the Council (RTC No. 17-0872 - Attachment 2 to the report), that adjusted salary ranges for department director classifications to address gender equality pay, attract talent, retain highly qualified employees, and to resolve salary compaction with bargaining unit represented positions. In September 2019, the program was amended to include the Deputy City Manager, a classification that was added in June 2018. With the salary increases other bargaining units will receive in July, the salary ranges of department directors will become out of alignment with the compensation program and philosophy that was previously adopted by Council.

This report recommends the adoption of a Resolution (Attachment 1) that adjusts the salary ranges for unclassified department director classifications (pay plan category F) to maintain a consistent differential with bargaining unit represented positions. Adjusting the ranges does not result in a direct compensation increase but enables increased compensation to be considered by the City Manager based on performance.

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

On September 12, 2017 (RTC No. 17-0872 - Attachment 3 to the report), the City Council approved a compensation philosophy for department directors that adjusted salary ranges and offered more

salary growth opportunity based on performance. It also established a pre-determined differential between classifications to prevent compaction issues in the future as identified below:

- The minimum of the salary range of the Director of Public Safety shall be 12% above the maximum of the salary range of the Deputy Chief with education premium. The maximum shall be 20% above the minimum.
- The minimum of the salary range of the Assistant City Manager shall be 3% above the minimum of the salary range of the Director of Public Safety. The maximum shall be 20% above the minimum.
- The Chief Information Officer, the Directors of Public Works, Environmental Services, Community Development, Finance, Human Resources, and Library and Recreation Services shall be consolidated to a single salary range. The minimum of the salary range shall be 3% above the maximum of the salary range of the Deputy Chief with education premium. The maximum shall be 20% above the minimum.
- The Director of NOVA Workforce Services shall continue to have a separate salary range due to the salary cap of the Workforce Investment Act guidelines. The salary range shall remain at the current rate of \$169,167 - \$203,000.
- On September 24, 2019 (RTC No. 19-0940), the City Council approved the minimum of the salary range the Deputy City Manager should be 10% below the minimum of the salary range of directors. The maximum shall be 20% above the minimum.

The Deputy Chief and Public Safety Captain classifications are represented by the Public Safety Managers Association (PSMA). PSMA salary adjustments follow the Public Safety Officers Association Survey for Lieutenants. Consistent with the survey, PSMA members will receive salary increases of 3.42% on July 11, 2021. With the increases for PSMA, the salary ranges for department directors are out of alignment from the compensation program approved in September 2017. Without adjustment, the minimum of the salary range of the Director of Public Safety will be 8.3% above the maximum of the salary range of the Deputy Chief with education premium. Under the 2017 compensation philosophy, the differential should be 12%.

Recommended Changes

In order to maintain the differential between the unclassified department directors (pay plan category F) and bargaining unit positions, the amendments recommended by this report for unclassified department directors (pay plan category F) are as follows:

- Effective the pay period including July 25, 2021, adjust salary ranges for unclassified department directors (pay plan category F) to maintain consistent differential with bargaining unit positions as stated in the compensation program approved in September 2017 and September 2019 (as stated above).

Salary range changes will not change an incumbent's salary unless the incumbent's salary falls below the new range minimum.

FISCAL IMPACT

The FY 2021/22 Budget includes assumptions in total compensation, which include salaries, benefits, and retirement. Any adjustments to individual salaries will affect salary related benefits, including

retirement. The range increases are within the assumptions used in the FY 2021/22 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 Office of the City Clerk, and on the City's website.

ALTERNATIVES

1. Adopt a Resolution Amending the City's Salary Resolution and Schedule of Pay to Increase the Salary Ranges for Unclassified Department Director Positions (Pay Plan Category F).
2. Do Not Adopt a Resolution Amending the City's Salary Resolution and Schedule of Pay to Increase the Salary Ranges for Unclassified Department Director Positions (Pay Plan Category F).
3. Provide other direction to staff.

STAFF RECOMMENDATION

Alternative 1: Adopt a Resolution Amending the City's Salary Resolution and Schedule of Pay to Increase the Salary Ranges for Unclassified Department Director Positions (Pay Plan Category F).

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Resolution Amending the City's Salary Resolution and Schedule of Pay to Increase the Salary Ranges for Unclassified Department Director Positions (Pay Plan Category F)
2. RTC No. 17-0872 (without attachments)
3. RTC No. 19-0940 (without attachments)

DRAFT 7/7/2021 MCT

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE AMENDING RESOLUTION NO. 190-05,
THE CITY'S SALARY RESOLUTION, BY AMENDING
THE PAY SCHEDULE TO INCREASE THE SALARY
RANGES FOR PAY PLAN CATEGORY F (UNCLASSIFIED
DEPARTMENT DIRECTORS)**

WHEREAS, unclassified department directors (pay plan category F) are at-will employees and do not collectively negotiate for any changes to their wages, hours, and/or other terms and conditions of employment; and

WHEREAS, in September 2017, a compensation program was approved by the City Council that adjusted salary ranges for department director classifications to address gender equality pay, attract talent, retain highly qualified employees, and to resolve salary compaction with bargaining unit represented positions; and

WHEREAS, with the salary increases that bargaining unit represented positions will receive in July, the salary ranges of department directors will become out of alignment with the compensation program and philosophy that was previously adopted by Council; and

WHEREAS, in order to maintain the differential between the unclassified department directors and bargaining unit positions established in the compensation program for department directors, the City Council desires to amend the salary schedule to increase the salary ranges for unclassified department directors.

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 pay rates in Pay Plan Category F, 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 25, 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

Section 1

City of Sunnyvale
Salary Table - Regular and Casual/Temporary Classifications

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	
0110	Mgmt-DIR	F	9039	TEMP	n/a	Assistant City Manager	25							297,681	357,217	357,217	7/25/21
0190	Mgmt-DIR	F	9061	TEMP	n/a	Chief Information Officer	31							265,786	318,944	318,944	7/25/21
0113	Mgmt-DIR	F	9078	TEMP	n/a	Deputy City Manager	30							239,208	287,049	287,049	7/25/21
0120	Mgmt-DIR	F	9079	TEMP	n/a	Director of Community Development	31							265,786	318,944	318,944	7/25/21
0185	Mgmt-DIR	F	9080	TEMP	n/a	Director of Environmental Services	31							265,786	318,944	318,944	7/25/21
0130	Mgmt-DIR	F	9081	TEMP	n/a	Director of Finance	31							265,786	318,944	318,944	7/25/21
0145	Mgmt-DIR	F	9082	TEMP	n/a	Director of Human Resources	31							265,786	318,944	318,944	7/25/21
0155	Mgmt-DIR	F	9083	TEMP	n/a	Director of Library & Recreation Services	31							265,786	318,944	318,944	7/25/21
0140	Mgmt-DIR	F	9084	TEMP	n/a	Director of NOVA Workforce Services	22ED1							169,167	203,001	203,001	5/31/20
0170	Mgmt-DIR	F	9085	TEMP	n/a	Director of Public Safety	24PS							289,010	346,813	346,813	7/25/21
0180	Mgmt-DIR	F	9086	TEMP	n/a	Director of Public Works	31							265,786	318,944	318,944	7/25/21

Notes
Assignments of Grade and Pay Ranges to Pay Plan as Referenced in the Salary Resolution
Category F applies to Unclassified Department Directors **(MGMT-DIR)**



City of Sunnyvale

Agenda Item

17-0872

Agenda Date: 9/12/2017

REPORT TO COUNCIL

SUBJECT

Amend the Salary Resolution to Revise Merit Increase Provisions, Add a Severance Provision and Amend the Salary Schedule to Adopt New Salary Ranges for Unclassified Department Directors (Pay Plan Category F)

BACKGROUND

Unclassified department directors (Pay Plan Category F) employees are not organized and do not negotiate for any changes to their wages, hours, and/or other terms and conditions of employment. Department directors are at-will employees, appointed by the City Manager in accordance with the City Charter, Article IX - Section 901. Department directors serve as the City Manager's executive team responsible for: managing the operations for the respective departments, driving vision and purpose of their portfolio, working in a strategic manner that delivers results, maintaining the City's culture while building a team, managing the fiscal resources of their department, and upholding the delegated authority from the City Manager.

There are some compensation conditions that when experienced together, with the City's current policy, can have an adverse impact on salary, recruitment, or retention of our executive level staff. Most absent is a formal compensation philosophy to establish compensation for executive level employees that will support strong recruitment and retention of staff in a highly competitive market. Several undesirable issues have been identified over the years in regards to the salary structure of the department directors and, particularly, the absence of conventional compensation practices for executive level employees. For example:

- The current practice of maintaining 6 salary ranges for department directors with no strong business case for such distinction between director service results in market value distortion and pay inequity issues.
 - Note: One exception is the NOVA Director position which is assigned a federal salary limit.
- The 15% salary range for department directors not only limits salary growth, but a portion of the range is also set below market. This combination creates recruitment and retention issues because new employees start at near or at the top of the range to align to their market rate/value (or enter having taken a salary reduction), and there is little (or no) room for growth.
- Significant salary compaction between the department directors and their management subordinates, who are represented by bargaining units. In some cases, subordinate staff are compensated more than directors.
- The second-tier retirement plan benefit for new hires that qualify as classic employees presents recruitment challenges when applicants are required to reduce their pension benefit to become employed by the City, and/or overly burdens salary growth (already in a narrow

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range) because higher salaries are required to make up for a lower pension and to compete with surrounding cities that do not have a second tier.

The narrow salary range, reduced classic employee retirement benefit and high cost of living in the Silicon Valley have presented significant recruitment and retention challenges for the department director positions.

The City Manager reported to the City Council the executive compensation issues that had surfaced over time and developed a framework for a more focused City Council review. By direction of the City Council, and at the recommendation of the City Manager, the City Attorney/City Manager Sub-Committee on Recruitment & Compensation met several times in July and August 2017 to review data and discuss the idea of a compensation philosophy as well as explored different compensation models to address these concerns.

The City Manager has developed proposed revisions to the salary schedule and salary resolution to address both the compensation issue around Department Directors and to reflect professional best practices relative to compensation. A full presentation on this matter was provided at the September 1, 2017 Special City Council meeting and the City Council approved a motion for the City Manager to schedule the appropriate action for City Council consideration on September 12, 2017.

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 proposed amendment to the Salary resolution is not a "project" within 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 and 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

Internal Compensation Challenges

Department directors are not organized and do not negotiate for any changes to their wages, hours, and/or other terms and conditions of employment. However, their management subordinates represented by bargaining units have negotiated salary increases outpacing the department directors' increases over the years. In the most recent 10-year history, department directors received a total of 10% salary increases (4 years with no increase, followed by 5 years of 2% budgeted assumption as increases). No increase is scheduled for FY 2018/19 although following practice the budget includes an assumption of a 2% increase. On the other hand, the Sunnyvale Managers Association (SMA) and Public Safety Managers Association (PSMA) received a total of 18.5% and 19% salary increases respectively over the same 10-year period. Currently, as a result of lower COLAs over the years and no changes to the salary ranges, the annual salary of the Director of Public Safety is almost the same as the Deputy Chief (with education premium) with a \$28 annual salary difference, with scope of duties much broader. Similarly, the annual salary of the Assistant City Manager is only 0.5% higher than the Deputy Chief (with education premium). The annual salaries of all the other department

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directors are 2.4% to 8% lower than the Deputy Chief (with education premium). These positions also hold broader duties and responsibilities than the Deputy Chief position. The Director of Employment Development salary is a unique issue because it is capped by the Workforce Improvement Act (WIA) guidelines.

The following tables provide more detail:

Salary Increase History -

Fiscal Year	Directors	SMA	PSMA
2009/2010	-	2.00%	-
2010/2011	-	2.00%	5.48%
2011/2012	-	3.00%	1.30%
2012/2013	-	-	-
2013/2014	2.00%	-	1.68%
2014/2015	2.00%	2.00%	2.36%
2015/2016	2.00%	3.50%	3.23%
2016/2017	2.00%	2.50%	1.34%
2017/2018	2.00%	1.50%	3.61%
2018/2019	Not scheduled	2.00%	Salary survey
Total	10.00%	18.50%	19.00%
Average	1.11%	1.85%	2.11%

Salary Compaction -

Classification	Annual Salary Maximum	Difference from Deputy Chief \$227,674*
Assistant City Manager	\$228,823	0.5%
Director of Public Safety	\$227,702	0.0%
Director of Environmental Services / Public Works	\$222,158	-2.4%
Director of Community Development / Finance	\$215,688	-5.3%
Directors of Human Resources / Library & Community Services, Chief Information Officer	\$209,405	-8.0%
Director of Employment Development	\$190,123	-16.5%

*includes 2.5% education premium

The internal compaction between department directors and their management subordinates is severe, resulting in little internal incentive for current management employees to promote into executive roles. The current compensation structure and compaction issues do not deliver a fair and

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equitable compensation strategy for current directors. Concerns have already surfaced, and in the long term, will further lead to more significant challenges in retaining our executive level workforce.

Existing Compensation Practice Challenges

The current merit increase structure is based on years of service with a pre-determined increase percentage. The salary range is established with a narrow 15% difference from the minimum to the control point (maximum). A minimum 5% merit increase is given at 13 pay periods of service (6 months) typically with no performance evaluation included to support the automatic increase, and every 26 pay periods (1 year) of service thereafter automatically for those with an achieve or above standard overall rating on their performance evaluation. The pre-determined 5% merit increase given at a specific time of employment does not establish a relationship between pay and performance. It does not allow flexibility to make discretionary rewards based on performance, or reward different performance levels at the appropriate merit increase percentage.

For example, a new employee with a starting salary at the minimum of the salary range will reach the maximum in 30 months (2.5 years). It is not uncommon to negotiate initial salary placement at the top of the range due to the high cost of living in the Silicon Valley and based on the best qualified candidate's salary history, meaning the employee will reach the maximum in a shorter period. When considering the reduced pension of the second-tier retirement plan, some candidates will effectively have to accept a reduction in compensation. This combination of factors results in no salary growth potential and no recognition incentives for the department directors, making it difficult to retain and recruit qualified professionals.

Recruitment Challenges

The combination of the City's below market salary range and the second-tier pension have already resulted in recruitment and retention challenges. The City has a reduced benefit second tier retirement for new employees (2% at age 60 instead of 2.7% at age 55 for existing CalPERS members). The narrow 15% salary range, the reduced retirement benefit and high cost of living in the Silicon Valley do not attract lateral seasoned professional candidates. The City Manager has limited flexibility in offering qualified candidates an attractive recruitment package. In addition, the City lacks other general benefits that candidates look for at time of hire, such as severance, substantial moving expenses, etc.

These conditions have already proven to be difficult circumstances to attract executive level talent and a pattern of shallow candidate pools has surfaced. Despite the City hiring reputable professional recruitment firms for the department director positions, the City has had difficulties in filling the recent department director vacancies. The hiring of the Assistant City Manager, the Director of Library and Community Services, and the Director of Public Safety were dependent on the City Manager's professional network; candidates had to accept either lateral or reduced pay or reduced pension. The first recruitment for the Director of Environmental Services was unsuccessful even with an extended application deadline. There was an eligible candidate initially interested but later declined due to the salary and second tier retirement benefit. The recruitment process has been restarted with another recruitment firm causing additional costs and delays in filling this critical position. Given the qualifications of the existing executive staff, and the competitive regional hiring market, the City will be challenged to retain staff without changes to its executive compensation program. There is a need for the City Manager to have broader compensation flexibility and authority for at-will employees so that Sunnyvale has the opportunity to select, hire, and retain the best candidates.

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Historical Compensation Model

In February 2006, the City Council approved changes to the management compensation structure to address significant salary compaction with bargaining unit positions, and a desire to stay competitive in the regional market for attraction and retention. The City hired the Hay Group to develop a management job evaluation system. One of the changes was grouping the department directors into 5 salary ranges as follows, based on a point system of knowledge, problem solving and accountability the classification required:

- Assistant City Manager
- Director of Public Safety
- Director of Public Works
- Director of Finance, Director of Community Development
- Director of Parks and Recreations, Director of Library, Director of Information Technology, Director of Human Resources, Director of Employment Development

The salary of the Director of Public Safety was established at 12% above the Deputy Chief. The salary of the lowest paid director was established at 3% above the Deputy Chief. Then a 12% differential was used between the remaining 4 ranges, with a 3% differential between each range.

This model was continued in 2007 and 2008. In 2008, a separate salary range was established for the Director of Employment Development in accordance to the Workforce Improvement Act (WIA) guidelines capping the salary.

Due to the economic downturn in 2008, this model was no longer executed as the City implemented salary deferrals or eliminated salary increases. This model addressed and prevented compaction issues. However, the point system is outdated and the criteria for grouping Directors is no longer valid.

Goals

The City has difficulties to attain the “employer of choice” status or offer recognition at the executive level. It is necessary to make changes to the compensation program for department directors to attract talent and retain highly qualified employees that can achieve the following:

- Ensure competitiveness in the regional employment market;
- Establish a fair and equitable, pay for performance compensation program that will attract, motivate and retain.
- Reward individuals on achievements and contributions. Align compensation with performance.
- Address internal compaction and encourage internal growth incentive.
- Provide salary growth opportunity.
- Allow flexibility for the City Manager in making new hire offers to recruit highly qualified candidates.
- Provide City Manager flexibility for merit increase adjustments to address retention issues.

Recommended New Compensation Program

The recommended new compensation program for department directors provide wide salary ranges also known as salary bands. It reduces the number of salary ranges, offering more salary growth opportunity based on achievements. It also establishes a pre-determined differential between classifications to prevent compaction issues in the future.

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- The minimum of the salary range of the Director of Public Safety shall be 12% above the maximum of the salary range of the Deputy Chief with education premium. The maximum shall be 20% above the minimum.
- The minimum of the salary range of the Assistant City Manager shall be 3% above the minimum of the salary range of the Director of Public Safety. The maximum shall be 20% above the minimum.
- The Chief Information Officer, the Directors of Public Works, Environmental Services, Community Development, Finance, Human Resources, and Library and Community Services shall be consolidated to a single salary range. The minimum of the salary range shall be 3% above the maximum of the salary range of the Deputy Chief with education premium. The maximum shall be 20% above the minimum.
- The Director of Employment Development shall continue to have a separate salary range due to the salary cap of the WIA guidelines. The minimum of the salary range shall remain at the current rate of \$161,605. The maximum shall be 20% above the minimum to allow for future adjustment in accordance to the WIA guidelines.

In addition, the Salary Resolution Article 7.130 Merit Increase shall be modified that department directors will be eligible for merit increase every 26 pay periods of service with an achieved or above overall rating on their performance evaluation. The merit increase percentage shall be determined by the City Manager and not a flat 5% (rather an up to 5% based on performance). Under extenuating circumstances, the City Manager may extend an increase outside the annual performance review cycle.

Further, a new article shall be added to the Salary Resolution that at the discretion of the City Manager, department directors may be eligible for 3 to 6 months of salary as severance for termination or being asked to resign, with an exception to this benefit in cases of serious misconduct. The City Manager may authorize any amount between three (3) and six (6) months as appropriate.

FISCAL IMPACT

The initial current year cost of adjusting to salary bands will total approximately \$260,000 with an ongoing increase to the base of approximately \$300,000 per year. Department Directors work across all funds (for example the Environmental Services and Community Development Directors work almost exclusively in Enterprise Funds) and therefore the fiscal impact is spread across all operating funds. The initial cost can be absorbed in the current budget. The ongoing cost will be included in the FY 2018/19 Budget.

PUBLIC CONTACT

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

ALTERNATIVES

1. Adopt a resolution amending the Salary Resolution to revise merit increase provisions, add severance provisions, and amend the salary schedule for unclassified department directors (Pay Plan Category F).

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2. Do not adopt a resolution amending the Salary Resolution to revise merit increase provisions, add severance provisions, and amend the salary schedule for unclassified department directors (Pay Plan Category F).

STAFF RECOMMENDATION

Alternative 1: Adopt a resolution amending the Salary Resolution to revise merit increase provisions, add severance provisions, and amend the salary schedule for unclassified department directors (Pay Plan Category F).

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Resolution to Amend the City's Salary Resolution and the Salary Schedule for Unclassified Department Directors
2. Compensation Survey - Bay Area Cities
3. Compensation Survey - California Cities
4. Recommended Compensation Philosophy



City of Sunnyvale

Agenda Item

19-0940

Agenda Date: 9/24/2019

REPORT TO COUNCIL

SUBJECT

Adopt a Resolution Amending the City's Salary Resolution and the Schedule of Pay to Increase the Salary Ranges for Pay Plan Category F (Unclassified Department Directors)

BACKGROUND

Unclassified department directors (pay plan category F) are at-will employees, appointed by the City Manager. They are not organized and do not negotiate for any changes to their wages, hours, and/or other terms and conditions of employment. Instead, the City Manager makes recommendations to the City Council regarding such changes on behalf of this employee group.

In September 2017, a new compensation program was approved by the Council (RTC No. 17-0872), that adjusted salary ranges for department director classifications to address gender equality pay, attract talent, retain highly qualified employees, and to resolve salary compaction with bargaining unit represented positions. With salary increases other bargaining units received over the last two of years, the salary ranges of department directors have become out of alignment with the compensation program and philosophy that was adopted by Council in 2017.

This report recommends adjustments to the salary ranges for unclassified department director classifications (pay plan category F) to maintain a consistent differential with bargaining unit represented positions. Adjusting the ranges does not result in a direct compensation increase, but enables increased compensation to be considered by the City Manager based on performance.

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

On September 12, 2017 (RTC No. 17-0872), the City Council approved a compensation philosophy for department directors that adjusted salary ranges and offered more salary growth opportunity based on performance. It also established a pre-determined differential between classifications to prevent compaction issues in the future as identified below:

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- The minimum of the salary range of the Director of Public Safety shall be 12% above the maximum of the salary range of the Deputy Chief with education premium. The maximum shall be 20% above the minimum.
- The minimum of the salary range of the Assistant City Manager shall be 3% above the minimum of the salary range of the Director of Public Safety. The maximum shall be 20% above the minimum.
- The Chief Information Officer, the Directors of Public Works, Environmental Services, Community Development, Finance, Human Resources, and Library and Community Services shall be consolidated to a single salary range. The minimum of the salary range shall be 3% above the maximum of the salary range of the Deputy Chief with education premium. The maximum shall be 20% above the minimum.
- The Director of Employment Development shall continue to have a separate salary range due to the salary cap of the Workforce Investment Act guidelines. The minimum of the salary range shall remain at the current rate of \$161,605. The maximum shall be 20% above the minimum to allow for future adjustment in accordance to the WIA guidelines.

The Deputy Chief classification is represented by the Public Safety Managers Association (PSMA). PSMA members received salary increases of 3.38% in July 2018 and 2.01% in July 2019. The salary ranges of department directors have not been adjusted since September 2017. With the increases PSMA members received in 2018 and 2019, the salary ranges for department directors are out of alignment from the compensation program approved in September 2017. For example, the current minimum of the salary range of the Director of Public Safety is only 6.2% above the maximum of the salary range of the Deputy Chief with education premium. Under the 2017 compensation philosophy, the differential should be 12%.

In addition, a new classification, Deputy City Manager, was added in June 2018 in the unclassified department director category (pay plan category F), with a 15% salary range. However, at the time it was added, staff did not address how or whether this classification should be included in the compensation program in September 2017 to establish a pre-determined differential, and the current 15% salary range is not consistent with the Salary Resolution Article 7.110, which provides *“For Category F, the salary range from the minimum to the maximum is 20%.”*

Recommended Changes

In order to maintain the differential between the unclassified department directors (pay plan category F) and bargaining unit positions, the amendments recommended by this report for unclassified department directors (pay plan category F) are as follows:

- Adjust salary ranges for unclassified department directors (pay plan category F) to maintain consistent differential with bargaining unit positions as stated in the compensation program approved in September 2017 (also stated above).
- The minimum of the salary range the Deputy City Manager should be 10% below the minimum of the salary range of directors. The maximum shall be 20% above the minimum.
 - Directors include: Chief Information Officer, the Directors of Public Works, Environmental Services, Community Development, Finance, Human Resources, and Library and Community Services.

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Salary range changes would not change an incumbent's salary unless the incumbent's salary falls below the new range minimum.

FISCAL IMPACT

The FY 2019/20 Budget includes assumptions in total compensation, but did not fully account for the impact of the recommended action. The impact for FY 2019/20 is estimated to be approximately \$38,000. The one-year impact can be absorbed within the City's operating budget. The total twenty-year impact is approximately \$1.0 million and will be included in the FY 2020/21 Recommended Budget.

About 80% of this cost is borne by the General Fund with the remainder captured in the city's various other funds where operations are budgeted, primarily in the City's enterprise funds. The fiscal impact on all funds can be absorbed in the current year and incorporated into the FY 2020/21 Recommended Budget.

PUBLIC CONTACT

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

ALTERNATIVES

1. Adopt a Resolution Amending Resolution No. 190-05, the City's Salary Resolution, by Amending the Salary Schedule to Increase the Salary Ranges for Unclassified Department Director Positions (Pay Plan Category F)
2. Do Not Adopt a Resolution Amending Resolution No. 190-05, the City's Salary Resolution, by Amending the Salary Schedule to Increase the Salary Ranges for Unclassified Department Director Positions (Pay Plan Category F) Director)

STAFF RECOMMENDATION

Alternative 1: Adopt a Resolution Amending Resolution No. 190-05, the City's Salary Resolution, by Amending the Salary Schedule to Increase the Salary Ranges for Unclassified Department Director Positions (Pay Plan Category F)

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Resolution Amending Resolution No 190-05, the City's Salary Resolution, by Amending the Salary Schedule to Increase the Salary Ranges for Unclassified Department Director Positions (Pay Plan Category F)
2. RTC No. 17-0872 (without attachments)



City of Sunnyvale

Agenda Item

21-0681

Agenda Date: 7/13/2021

Tentative Council Meeting Agenda Calendar



City of Sunnyvale

Tentative Council Meeting Agenda Calendar

Tuesday, July 27, 2021 - City Council

Public Hearings/General Business

- 21-0666** Adopt a Resolution Declaring a Stage 1 Water Supply Shortage
- 21-0707** Adopt a Resolution Directing the City Manager to Temporarily Allow Outdoor Dining on Private Parking Lots and Close the 100 Block of South Murphy Avenue until December 31, 2021
- 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
- 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

Tuesday, August 10, 2021 - City Council

Closed Session

- 21-0701** 6:30 P.M. SPECIAL COUNCIL MEETING (Closed Session)
CONFERENCE WITH LEGAL COUNSEL-SETTLEMENT OF WORKER'S COMPENSATION CLAIM
Closed Session held pursuant to California Government Code Section 54956.95(b): Claimant: Timothy Murray v. City of Sunnyvale (Workers Compensation Appeal Board Case Nos. ADJ325853, ADJ3291305, ADJ4073235, ADJ1126778, ADJ1384813, ADJ3687599, ADJ3117118, ADJ11564917, and ADJ12619319)

Public Hearings/General Business

- 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

- 21-0613** Introduce an Ordinance to Amend Sunnyvale Municipal Code Chapter X.X (Single Use Plastics)
- 21-0718** Direction Regarding Returning to In-Person Public City Council Meetings Along With Board and Commission Meetings and Consideration of Various Hybrid In-Person/Telepresence Public Meeting Options
- 21-0723** Construction Management Services of the Site Preparation Project (PW #21-35) and Amendment to Existing Construction Support Contract (831470) with Psomas for Extension of Construction Support for the Primary Package #2 Project (824771)
- 21-0737** Approve the Purchase and Sale Agreement between the City of Sunnyvale and Edward W. and Kathryn A. Woodhall Trust for the Purchase of 970 W Evelyn Ave (APN: 165-20-017)

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 Pricing and Revenue Strategies

Special Order of the Day

- 21-0353** SPECIAL ORDER OF THE DAY - Library Card Sign-Up Month

Public Hearings/General Business

- 21-0072** Review Data Collected for the Temporary Eastbound Tasman Drive Lane Closure During COVID-19 Pandemic and Consider Whether to Extend the Lane Closure as Employees Begin to Return to Workplace
- 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

Study Session

- 21-0534** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Fire Station Master Plan

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

Special Order of the Day

21-0438 6 P.M. SPECIAL COUNCIL MEETING (Special Order of the Day)
Department of Public Safety Special Awards

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 \$11,245,263 and Approve Budget Modification No. 1 in the amount of \$2,245,263.

- 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
- 21-0577** Introduce an Ordinance of the City Council of the City of Sunnyvale to add Chapter 10.62 to Title 10 (Vehicle and Traffic) of the Sunnyvale Municipal Code Relating to Exhibitions and Speed Contests "Sideshows"
- 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

21-0682

Agenda Date: 7/13/2021

Board/Commission Meeting Minutes



City of Sunnyvale

Meeting Minutes - Draft

Parks and Recreation Commission

Wednesday, June 9, 2021

7:00 PM

Telepresence Meeting: City Web Stream

TELECONFERENCE NOTICE

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

CALL TO ORDER

Chair Kenton called the meeting to order at 6:59 p.m. via teleconference.

ROLL CALL

Present: 5 - Chair Ralph Kenton
Vice Chair Prakash Giri
Commissioner Daniel Bremond
Commissioner Gregory Dibb
Commissioner Mike Michitaka

Council Liaison Hendricks (present)

PRESENTATION

A [21-0639](#) Recognition of Service

Vice Mayor Glenn Hendricks, Council Liaison, thanked Chair Kenton and Commissioner Michitaka for their time serving the Parks and Recreation Commission.

ORAL COMMUNICATIONS

None

CONSENT CALENDAR

Commissioner Bremond moved and Commissioner Michitaka seconded the motion to approve the consent calendar as presented.

The motion carried by the following vote:

Yes: 5 - Chair Kenton
Vice Chair Giri
Commissioner Bremond
Commissioner Dibb
Commissioner Michitaka

No: 0

1A [21-0636](#) Approve the Parks and Recreation Commission Meeting Minutes of April 14, 2021

Approve the Parks and Recreation Commission Minutes of April 14, 2021 as submitted.

1B [21-0637](#) Approve the Special Joint Parks and Recreation Commission and Arts Commission Meeting Minutes of May 19, 2021

Approve the Special Joint Parks and Recreation Commission and Arts Commission Meeting Minutes of May 19, 2021 as submitted.

PUBLIC HEARINGS/GENERAL BUSINESS

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

2 [21-0638](#) Parks and Recreation Commission Proposed Study Issues, Calendar Year: 2022

Standing item. No study issues approved in previous meeting were proposed.

Chair Kenton informed the Commission that he will submit a study issue to be agendaized for July's Parks and Recreation Commission meeting.

NON-AGENDA ITEMS & COMMENTS

-Commissioner Comments

Commissioners thanked Chair Kenton and Commissioner Michitaka for their services and leadership.

Chair Kenton thanked the Commission, Mayor and staff for their support during his tenure.

-Staff Comments

Damon Sparacino and Jim Stark thanked Chair Kenton and Commissioner

Michitaka for their services, and encouraged Commissioners consider running for or nominating colleagues for the Chair and Vice Chair positions.

Jim Stark updated the Commission on the status of the Washington Swim Center and Cricket/Batting Cage study issue.

Vice Mayor Hendricks notified the Commission that there may be changes to the sequence of projects in the 20-year plan, and how he enjoyed his time serving as the Parks and Recreation Commission liaison.

ADJOURNMENT

Chair Kenton adjourned the meeting at 7:19 p.m.



City of Sunnyvale

Meeting Minutes - Draft

Arts Commission

Wednesday, June 16, 2021

7:00 PM

Telepresence Meeting: City Web Stream

TELECONFERENCE NOTICE

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 10, 2020, the meeting was conducted telephonically.

CALL TO ORDER

Chair Eskridge called the meeting to order at 7:00 p.m. via teleconference.

ROLL CALL

Present: 5 - Chair Dawna Eskridge
Vice Chair Sue Serrone
Commissioner Jeremie Gluckman
Commissioner Susannah Vaughan
Commissioner Agnes Veith

Council Liaison Klein (Present)

PRESENTATION

A [21-0633](#) Winter in the Park

Winnie Lam provided a presentation on Winter in the Park. Highlights included: background of event, inspiration from nearby cities, original concept, proposals, budget and next steps.

Commissioners provided the following feedback:

- Encourages gathering resident input and drive co-ownership
- Expand scope of idea to include local vendor pop-up stores, likening to a holiday fair
- Incorporate multi-cultural aspects to event

Winnie asked and staff responded:

Which proposals are more practical for the City to collaborate on? The gingerbread proposal would be an easy collaboration as it requires minimal funding and the City can provide space at the Library or Senior Center. Other proposals would require collaboration with City Lines or Parks department.

Staff recommended that Winnie apply for the 2022 Community Event and Neighborhood Grant for funding, build relationships with partners, and start small to gauge momentum of project. Staff will connect offline to provide guidance.

Chair Eskridge opened public comment.

Jen Delara, Sunnyvale resident, informed the Commission that last year the event took 5 days to setup, but consisted of only 2 volunteers. She believes that the community would donate funds and provide ample volunteers to assist with the setup of the event. Additionally, as the event took place last year, the Winter in the Park proposal already has momentum.

Frankie Rae Callahan, Sunnyvale resident, noted that this event spawns community engagement and provided her opportunities to meet many of her neighbors.

Valeriya Kozak, Sunnyvale resident, shared with the Commission that the project is a great way to connect with the community and a great reason to bring everyone together.

Chair Eskridge closed public comment.

B [21-0635](#) Recognition of Service

Mayor Klein thanked the Commission, Chair Eskridge and Commissioner Gluckman for their services. He noted that people really connect to art and that the work the Arts Commission discusses creates a sense of belonging.

Damon Sparacino, Superintendent of Recreation Services, thanked Mayor Klein and the Commission on assisting with the discussion and approval of Master Plan for Public Art and art in private development projects.

Kristin Dance, Recreation Services Coordinator II, thanked Mayor Klein and Commissioner Gluckman for their services. She also provided updates on the art pieces located at the Washington Swim Complex, upcoming amphitheater

commission meeting, and utility box art requisition.

ORAL COMMUNICATIONS

Chair Eskridge opened oral communications and there was no public testimony, closed oral communications.

CONSENT CALENDAR

Commissioner Serrone moved and Commissioner Vaughan seconded the motion to approve the consent calendar as presented.

The motion carried by the following vote:

Yes: 5 - Chair Eskridge
Vice Chair Serrone
Commissioner Gluckman
Commissioner Vaughan
Commissioner Veith

No: 0

- 1 [21-0626](#) Approve the Special Arts Commission Meeting Minutes and Special Joint Arts and Parks and Recreation Commission Meeting Minutes of May 19, 2021

Special Arts Commission Meeting Minutes and Special Joint Arts and Parks and Recreation Commission Meeting Minutes of May 19, 2021 as submitted.

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

- 3 [21-0634](#) Arts Commission Proposed Study Issues, Calendar Year: 2022

Standing item. No study issues approved in previous meeting were proposed.

NON-AGENDA ITEMS & COMMENTS

-Commissioner Comments

None.

-Staff Comments

None.

ADJOURNMENT

Chair Eskridge adjourned the meeting at 8:07 p.m.



City of Sunnyvale

Meeting Minutes - Final Heritage Preservation Commission

Thursday, June 10, 2021

7:00 PM

Teleconference Meeting: City Web
Stream

Special Meeting: Public Hearing - 7:00 PM

Meeting Online Link: <https://sunnyvale-ca-gov.zoom.us/j/93323345826>

SPECIAL TELECONFERENCE NOTICE

CALL TO ORDER

Chair Larsen called the meeting to order.

ROLL CALL

Present: 7 - Chair Dixie Larsen
Vice Chair Dawn Hopkins
Commissioner Jenny Bratton
Commissioner Jilian Cadouri
Commissioner Steve Caroompas
Commissioner Shanna Gaudenti
Commissioner David Wu

ORAL COMMUNICATIONS

Mayor Klein greeted the Commission.

Senior Planner George Schroeder welcomed Commissioner Bratton to the Commission.

Newly appointed Commissioner Pamela Sharma introduced herself to the Commission.

CONSENT CALENDAR

Vice Chair Hopkins moved and Commissioner Wu seconded the motion to approve the Draft Minutes of January 6, 2021, as submitted.

Motion carried by the following vote:

Yes: 6 - Chair Larsen
Vice Chair Hopkins
Commissioner Cadouri
Commissioner Caroompas
Commissioner Gaudenti
Commissioner Wu

No: 0

Abstain: 1 - Commissioner Bratton

1. [21-0621](#) Approve the Draft Heritage Preservation Commission Meeting Minutes of January 6, 2021

PUBLIC HEARINGS/GENERAL BUSINESS

2. **21-0629** Review Planning Program Budget and Fees for FY 2021/22

Commissioner Wu and Commissioner Caroompas advocated for funding next fiscal year for the study issue, Update to the Historical Context Statement to include Historical Contributions made by Asian Americans and other Minorities.

Commissioner Wu moved and Vice Chair Hopkins seconded the motion to Recommended FY 2021/22 budget, as submitted.

Motion carried by the following vote:

Yes: 7 - Chair Larsen
Vice Chair Hopkins
Commissioner Bratton
Commissioner Cadouri
Commissioner Caroompas
Commissioner Gaudenti
Commissioner Wu

No: 0

PRESENTATION

3. [21-0607](#) PRESENTATION - Recognition of Service

Senior Planner George Schroeder thanked Chair Larsen for her years of service with the Commission.

Mayor Klein honored Chair Larsen for her service and spoke about the importance

of preserving history for Sunnyvale.

Chair Larsen thanked the Mayor and noted her continued service with the Sunnyvale Historical Society.

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

NON-AGENDA ITEMS & COMMENTS

-Commissioner Comments

Commissioner Wu noted that the month of May was Asian American and Pacific Islander Heritage Month.

INFORMATION ONLY REPORTS/ITEMS

Senior Planner George Schroeder noted the meeting in July will include the selection of the Chair and Vice Chair and that the newly appointed Commissioner, Pamela Sharma will be joining the Commission.

ADJOURNMENT

Chair Larsen adjourned the meeting at 7:27 PM.



City of Sunnyvale

Agenda Item

21-0683

Agenda Date: 7/13/2021

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	July 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	
6/29/21	Offer One on One meetings with Councilmembers to discuss preparations for the upcoming Valley Water study session in October.	ESD	July 2021	
6/29/21	Provide water rate increases for the past ten years.	FIN	July 2021	
6/29/21	Produce graphs for the Rate Stabilization Reserves for each utility.	FIN	July 2021	



City of Sunnyvale

Agenda Item

21-0738

Agenda Date: 7/13/2021

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.

Jilian Cadouri, who was appointed to the Heritage Preservation Commission on July 1, 2020 and is serving a term to expire June 30, 2024, has submitted a letter of resignation from the Commission, effective July 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 Heritage Preservation Commission 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)
- Heritage Preservation 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