



## City of Sunnyvale

### Notice and Agenda City Council

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Tuesday, August 31, 2021

5:30 PM

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

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

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

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

- *Watch the City Council meeting on television over Comcast Channel 15, AT&T Channel 99, at <http://youtube.com/SunnyvaleMeetings> or <https://sunnyvaleca.legistar.com/calendar.aspx>*
- *Submit written comments to the City Council up to 4 hours prior to the meeting to [council@sunnyvale.ca.gov](mailto: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](mailto:cityclerk@sunnyvale.ca.gov) (28 CFR 35.160 (b) (1)).*

**5:30 P.M. SPECIAL COUNCIL MEETING (Study Session)****Call to Order**

*Call to Order via teleconference.*

**Roll Call****Study Session**

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

**A**     [21-0023](#)            Recreation Administrative Pricing and Revenue Strategies

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

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

**CALL TO ORDER**

*Call to Order via teleconference.*

**ROLL CALL****SPECIAL ORDER OF THE DAY**

**B**     [21-0353](#)            Library Card Sign-Up Month

**ORAL COMMUNICATIONS**

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

*the Council, please refer to the notice at the beginning of this agenda. Individuals are limited to one appearance during this section.*

### **CONSENT CALENDAR**

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

- 1.A    [21-0050](#)            Approve City Council Meeting Minutes of August 10, 2021

**Recommendation:** Approve the City Council Meeting Minutes of August 10, 2021 as submitted.

- 1.B    [21-0051](#)            Approve City Council Meeting Minutes of August 17, 2021  
(Board and Commission Interviews)

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

- 1.C    [21-0255](#)            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.D    [21-0800](#)            Approve Budget Modification No. 5 in the Amount of \$500,000  
to Provide Reimbursable Grant Funding for the 2023-2031  
Housing Element, Village Centers Master Precise Plan, and  
Santa Clara County Planning Collaborative

**Recommendation:** Approve Budget Modification No. 5 in the amount of \$500,000 for planning consultant services for the preparation of the 2023-2031 Housing Element of the General Plan; planning consultant services and staff time for the preparation of the Village Centers Master Precise Plan; and planning consultant services for the Santa Clara County Planning Collaborative.

- 1.E    [21-0787](#)            Award of Contract to Spencon Construction, Inc. for the  
Concrete Sidewalk, Curb, Gutter and Driveway Approaches  
2021 Project (PW21-07), Finding of California Environmental  
Quality Act (CEQA) Categorical Exemption, and Approve  
Budget Modification No. 7

**Recommendation:** Take the following actions:

- Make a finding of categorical exemption from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(c);
- Award a contract in substantially the same form as Attachment 2 to the report in the amount of \$655,993 to Spencon Construction, Inc. of San Ramon;
- Approve Budget Modification No. 7 in the amount of \$99,000 to provide additional project funding;
- Authorize the City Manager to execute the contract when all necessary conditions have been met; and
- Approve a 10% construction contingency in the amount of \$65,599.

- 1.F    [21-0838](#)    Authorize Amending an Existing Contract with Carollo Engineers, Inc. for the Sunnyvale Cleanwater Program Plant Rehabilitation Project for Engineering Design Services (F22-006)

**Recommendation:** Take the following actions:

- Authorize the City Manager to execute the First Amendment to an existing contract with Carollo Engineers, Inc., in substantially the same format as Attachment 1 to the report, increasing the not-to-exceed contract amount by \$946,582 for a new not-to-exceed contract amount of \$8,399,192; and
- Approve an additional contingency for the Carollo Engineers, Inc. contract in the amount of \$347,604.20 for a new contingency amount of \$1,079,176.20.

- 1.G    [21-0795](#)    Appoint Kirk Vartan and Nate Williams to the NOVA Workforce Board

**Recommendation:** Appoint Kirk Vartan and Nate Williams to the NOVA Workforce Board.

- 1.H    [21-0777](#)    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.I    [21-0661](#)    Adopt a Resolution to Endorse the 2020-2025 Santa Clara



## County Community Plan to End Homelessness

**Recommendation:** Adopt a Resolution to Endorse the 2020-2025 Santa Clara County Community Plan to End Homelessness.

- 1.J     [21-0818](#)     Adopt a Resolution Amending the Classification Plan and the City's Salary Resolution to Add the Classification of Equity, Access, and Inclusion Manager and Update the Schedule of Pay to include the new classification and a Part Time Deputy City Clerk

**Recommendation:** Alternative 1: Adopt a Resolution Amending the Classification Plan and the City's Salary Resolution to Add the Classification of Equity, Access, and Inclusion Manager and Update the Schedule of Pay to include the new classification and a Part Time Deputy City Clerk, effective September 5, 2021.

- 1.K     [21-0842](#)     Adopt a Long-term Advocacy Position (LAP) Related to Governor Gavin Newsom's Executive Order N-08-21

**Recommendation:** Staff makes no recommendation. Upon approval of the consent calendar, Council approves a new long-term advocacy position as presented:

"Urge the Governor to extend Executive Order N-08-21 and any other issued executive orders and to issue new executive orders as necessary, to continue to help Sunnyvale respond to, recover from, or mitigate the impacts of the COVID-19 pandemic."

- 1.L     [21-0854](#)     Adopt a Long-term Advocacy Position (LAP) Related to the County of Santa Clara Supervisorial Districts that Represent the City of San Jose

**Recommendation:** Staff makes no recommendation. Upon approval of the consent calendar, Council approves a new long-term advocacy position as presented:

"Urge the Santa Clara County Board of Supervisors to draw supervisorial districts as a numerical representation of the City of San Jose's population so that the number of County supervisors representing San Jose does not exceed three County supervisors."

- 1.M**    [21-0841](#)            Adopt Ordinance No. 3180-21 to Amend Section 2.28.030 of Title 2 (Administration and Personnel) 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

**Recommendation:** Adopt Ordinance No. 3180-21 to amend Section 2.28.020 of Title 2 (Administration and Personnel) 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.

### **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**        [21-0863](#)            Resolution in Support of People in Afghanistan

**Recommendation:** Staff makes no recommendation.

- 3**        [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

**Recommendation:** Alternative 1: Direct staff to remove the temporary eastbound lane closure on Tasman Drive between Fair Oak Avenue and Vienna Drive and restore the travel lane for normal usage.

- 4**        [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 Per the Active Transportation Plan and Find That This Action is Exempt from the California Environmental Quality Act

**Recommendation:** Alternative 1: 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 Per the Active Transportation Plan and Find that the Action is Exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (c)

- 5      [21-0162](#)      Appoint Applicants to the Bicycle and Pedestrian Advisory Commission and the Heritage Preservation Commission

**Recommendation:** Staff makes no recommendation.

- 6      [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 Avenue (APN: 165-20-017) and Approve Budget Modification No. 6 in the Amount of \$8,580,000

**Recommendation:** Alternative 1: Authorize the City Manager to execute the Purchase and Sale Agreement, in substantially the same form as Attachment 1 to the report, and any other necessary documents for the purchase of real property located at 970 W. Evelyn Avenue for \$8,500,000, approve Budget Modification No. 6 in the amount of \$8,580,000 and sign any lease documents to transfer the lease to the City or extend it until the Project starts and direct that the property not be used for the purposes of the Mary Avenue grade separation until CEQA review for that project has been completed and the project is approved in compliance with CEQA.

## **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.*

<a href="#">21-0176</a>	Tentative Council Meeting Agenda Calendar
<a href="#">21-0720</a>	Board/Commission Meeting Minutes
<a href="#">21-0786</a>	Information/Action Items
<a href="#">21-0839</a>	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](http://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

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**21-0023**

**Agenda Date:** 8/31/2021

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Recreation Administrative Pricing and Revenue Strategies



# City of Sunnyvale

## Agenda Item

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**21-0353**

**Agenda Date:** 8/31/2021

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Library Card Sign-Up Month





# City of Sunnyvale

## Agenda Item

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**21-0050**

**Agenda Date:** 8/31/2021

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**SUBJECT**

Approve City Council Meeting Minutes of August 10, 2021

**RECOMMENDATION**

Approve the City Council Meeting Minutes of August 10, 2021 as submitted.



# City of Sunnyvale

## Meeting Minutes - Draft

### City Council

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Tuesday, August 10, 2021

6:30 PM

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

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**Special Meeting: Closed Session: 6:30 PM | Regular Meeting - 7 PM**

#### **6:30 P.M. SPECIAL COUNCIL MEETING (Closed Session)**

##### **Call to Order**

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

Mayor Klein called the meeting to order at 6:30 p.m. via teleconference.

##### **Roll Call**

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

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

##### **Public Comment**

Public Comment opened at 6:32 p.m.

No speakers.

Public Comment closed at 6:32 p.m.

##### **Convene to Closed Session**

**A**      [21-0256](#)      CONFERENCE WITH LEGAL COUNSEL-PENDING  
LITIGATION Closed Session held pursuant to California

Government Code Section 54956.9 (d)(1). Name of Case:  
Michael Laurent v. City of Sunnyvale, Santa Clara County  
Superior Court, Case No. 19CV355846

### **Adjourn Special Meeting**

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

### **7 P.M. COUNCIL MEETING**

#### **CALL TO ORDER**

Pursuant to Section 3 of Executive Order N-29-20 (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 7:01 p.m. via teleconference.

#### **ROLL CALL**

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

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

#### **CLOSED SESSION REPORT**

Vice Mayor Hendricks reported that Council met in Closed Session held pursuant to California Government Code Section 54956.9 (d)(1): CONFERENCE WITH LEGAL COUNSEL PENDING LITIGATION, Name of Case: Michael Laurent v. City of Sunnyvale, Santa Clara County Superior Court, Case No. 19CV355846; nothing to report.

#### **ORAL COMMUNICATIONS**

Councilmember Larsson shared details of COVID-19 vaccination availability at the Sunnyvale Wednesday Night Music Series and availability via Santa Clara County. He announced that the school year is back in session and urged the public to slow

down and be alert when driving.

A member of the public spoke towards the LifeMoves program and shared support for expanding and extending the Fair Oaks Park hotel program.

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

Rose Gregorio spoke towards the hotel program and placement process.

Henry Alexander III voiced concerns regarding the homicide at a vacation rental in Sunnyvale. He inquired on the City's process related to vacation rentals, business licenses and enforcement of Ordinances.

Steve Scandalis communicated concerns related to vacation rentals, neighborhood crime and Department of Public Safety staffing levels.

Murali Srinivasan shared concerns regarding the shooting incident in the Raynor Park neighborhood. He voiced support for identifying solutions to prevent future incidents from occurring.

Mari voiced concerns regarding the homicide at a vacation rental and spoke towards the City's Ordinance related to short-term rentals.

### **CONSENT CALENDAR**

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

The motion carried with the following vote:

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

**No: 0**

**1.A**      [21-0764](#)      Approve City Council Meeting Minutes of July 27, 2021

Approve the City Council Meeting Minutes of July 27, 2021 as submitted.

- 1.B**      [21-0775](#)      Adopt a Resolution Amending the Classification Plan and the City's Salary Resolution to Add the Classification of Business Systems Analyst and Update the Schedule of Pay

Adopt a Resolution amending the Classification Plan and the City's Salary Resolution to add the classification of Business Systems Analyst and update the Schedule of Pay effective August 22, 2021.

- 1.C**      [21-0712](#)      Award of Contract to Graham Contractors Inc. for Slurry Seal 2021 B and Finding of California Environmental Quality Act (CEQA) Categorical Exemption (PW21-21)

Take the following actions:

- Make a finding of categorical exemption from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (c);
- Award a contract in substantially the same form as Attachment 2 to the report in the amount of \$1,216,926.72 to Graham Contractors Inc. of San Jose;
- Authorize the City Manager to execute the contract when all necessary conditions have been met; and
- Approve a 10% Contingency in the amount of \$121,693.

- 1.D**      [21-0655](#)      Award of Two (2) Contracts to ECS Imaging, Inc. for Scanning Services and Implementation of Laserfiche Electronic Records Management System (F21-161)

Take the following actions:

- Award a contract in substantially the same form as Attachment 1 to the report in the not-to-exceed amount of \$646,100 to ECS Imaging, Inc. for 10 years of license subscription and maintenance and support;
- Award a contract in substantially the same form as Attachment 2 to the report in the not-to-exceed amount of \$466,879.45 to ECS Imaging, Inc, for scanning services;
- Authorize the City Manager to execute the contracts when all necessary conditions have been met; and
- Approve of a project contingency in the amount of \$46,688.

- 1.E**      [21-0620](#)      Award of Contract to Bortolussi & Watkin, Inc. in the Amount of \$2,060,615 for the Computer Radio Controlled Landscape Median Irrigation Project and Finding of California Environmental Quality Act (CEQA) Categorical Exemption

(PW21-11) and Approve Budget Modification No. 3

Take the following actions:

- Make a finding of categorical exemption from the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 15302(c);
- Award a contract in substantially the same form as Attachment 2 to the report in the amount of \$2,060,615 to Bortolussi & Watkin, Inc. of San Rafael;
- Authorize the City Manager to execute the contract when all necessary conditions have been met;
- Approve a 10% construction contingency in the amount of \$206,062;
- Approve modification of the scope of the project to include irrigation controllers in parks; and
- Approve Budget Modification No. 3 in the amount of \$91,302 and reallocate funding sources between the General Fund and Park Dedication Fund based on the scope of work.

- 1.F**      [21-0756](#)      Award of Contract to Ranger Pipelines Incorporated for the Water Pollution Control Plant Site Preparation Project (PW21-35); Authorization to Amend an Existing Contract with Carollo Engineers Inc. for Engineering Design and Construction Support (F21-075) and Accept the Addendum to the Previously Certified Program Environmental Impact Report for the Sunnyvale Water Pollution Control Plant Master Plan

Take the following actions:

- Award a construction contract, in substantially the same form as Attachment 2 to the report in the amount of \$27,475,000 to Ranger Pipelines Incorporated of San Francisco;
- Authorize the City Manager to execute the contract when all necessary conditions have been met;
- Approve a 10% construction contingency in the amount of \$2,747,500;
- Approve a second amendment to a Consultant Services Agreement in substantially the same form as Attachment 3 to the report to increase the contract amount for a new not-to-exceed amount of \$675,489.78 for Carollo Engineers Inc. of Walnut Creek;
- Authorize the City Manager to execute the second amendment to the Consultant Services Agreement, when all necessary conditions have been met;
- Approve a 10% contingency for consultant services in the amount of \$67,549; and
- Accept the addendum to the previously certified Program Environmental Impact Report for the Sunnyvale Water Pollution Control Plant Master Plan (SCH #2015062037) pursuant to California Environmental Quality Act Guidelines (CEQA)

Section 15164.

**PUBLIC HEARINGS/GENERAL BUSINESS**

- 2      [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/Teleconference Public Meeting Options

City Clerk David Carnahan provided the staff report.

Public Hearing opened at 8:23 p.m.

Richard Mehlinger, Chair, Livable Sunnyvale urged Council to adopt a hybrid meeting model that allows members of the public to continue to provide public comment remotely.

Tara Martin-Milius shared support for hybrid meetings that allow for remote participation.

Janette Brambila requested Council move forward with a hybrid meeting model that allows members of the public to participate remotely.

Mike Serrone, Board Member, Livable Sunnyvale communicated support for hybrid Council, board and commission meetings.

Gail Rubino voiced support for hybrid meetings and legislation that amends the Ralph M. Brown Act.

Kristel Wickham shared support for remote participation at Council and commission meetings.

Collen Hausler spoke towards communicating with State elected officials requesting to amend and modernize the Ralph M. Brown Act and communicated support for hybrid meetings.

Linda Sell voiced support for hybrid meetings and spoke towards public participation at commission meetings.

Public Hearing closed at 8:42 p.m.



Mayor Klein announced that the Public Hearing shall reopen at 8:52 p.m.

Valerie Soares communicated support for adopting a hybrid model for Council, board and commission meetings.

Public Hearing closed at 8:53 p.m.

MOTION: Vice Mayor Hendricks moved and Councilmember Din seconded the motion to direct staff to:

- To offer a hybrid model for members of the public;
- Find a way for Council, board, and commission members to participate remotely in hybrid meetings; and
- Implement the hybrid model at City Council meetings first followed by Planning Commission, then other board and commission meetings.

Mayor Klein clarified if the motion intended to include continuing offering remote access for City staff.

Vice Mayor Hendricks confirmed the motion intended to include continuing offering remote access for City staff.

Councilmember Larsson clarified if the motion intended to address virtual-only meetings as long as this model is allowable.

Vice Mayor Hendricks confirmed the motion intended to include continuing virtual-only meetings as long as this model is allowable.

RESTATED MOTION: Vice Mayor Hendricks moved and Councilmember Din seconded the motion to direct staff to:

- To offer a hybrid model for members of the public and staff;
- Find a way for Council, board, and commission members to participate remotely in hybrid meetings;
- Implement the hybrid model at City Council meetings first followed by Planning Commission, then other board and commission meetings; and
- Continuing virtual-only meetings as long as this model is allowable.

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**

Council took a recess at 9:08 p.m. and reconvened at 9:15 p.m. with all Councilmembers present via teleconference.

- 3**      [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

City Clerk David Carnahan provided the staff report.

Public Hearing opened at 9:18 p.m.

No speakers.

Public Hearing Closed at 9:18 p.m.

MOTION: Vice Mayor Hendricks moved and Councilmember Din seconded the motion to approve Alternative 1: Introduce an Ordinance amending Section 2.28.030 of Title 2 (Administration and Personnel) of the Sunnyvale Municipal Code relating to in lieu petitions for cost of City Council candidate statements.

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**      [21-0723](#)      Consider a Long-term Advocacy Position (LAP) Related to Redistricting for Elective Offices Representing Sunnyvale Residents

Senior Management Analyst Michelle Zahraie provided the staff report.

Public Hearing opened at 9:42 p.m.

Gail Rubino shared support for Sunnyvale remaining in two county districts and one congressional district.

Mike Serrone voiced support for Sunnyvale remaining in one congressional district and move to one county district.

Martin Pyne spoke towards a single representative at the county level and communicated support for ensuring that Sunnyvale remain in one congressional district.

Public Hearing Closed at 9:51 p.m.

MOTION: Councilmember Melton moved and Councilmember Fong seconded the motion to approve Alternative 1: Adopt a new Long-term Advocacy Position (LAP) as presented:

“Advocate for Sunnyvale’s communities of interest during the county, state, special districts and other local public agencies, and congressional redistricting process to support efforts that encourage one Legislative representative for each elective office that represents the residents of Sunnyvale.”

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 Fong seconded the motion to advocate for Sunnyvale to remain in one congressional district under the LAP adopted during this agenda item.

FRIENDLY AMENDMENT: Mayor Klein offered a friendly amendment to include in the motion that Sunnyvale remain in a majority-minority district. Vice Mayor Hendricks and Councilmember Fong 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: Councilmember Melton moved and Councilmember Din seconded the motion to advocate for Sunnyvale to be within one county supervisorial district under the LAP adopted during this agenda item.

The motion failed with the following vote:

**Yes: 2 -** Councilmember Melton  
Councilmember Din

**No: 5 -** Mayor Klein  
Vice Mayor Hendricks  
Councilmember Larsson  
Councilmember Fong  
Councilmember Cisneros

MOTION: Vice Mayor Hendricks moved and Councilmember Fong seconded the motion to advocate for Sunnyvale to remain within two county supervisorial districts.

MOTION TO RECONSIDER: Councilmember Larsson moved and Vice Mayor Hendricks seconded the motion to reconsider the earlier motion approving Alternative 1: Adopt a new long-term advocacy position as presented:  
“Advocate for Sunnyvale’s communities of interest during the county, state, special districts and other local public agencies, and congressional redistricting process to support efforts that encourage one Legislative representative for each elective office that represents the residents of Sunnyvale.”

The motion carried with the following vote:

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

**No: 1 -** Councilmember Melton

MOTION: Vice Mayor Hendricks moved and Mayor Klein seconded the motion to approve Alternative 1: Adopt a new long-term advocacy position as presented:  
“Advocate for Sunnyvale’s communities of interest during the county, state, special districts and other local public agencies, and congressional redistricting process to support efforts that encourage one Legislative representative for each elective office that represents the residents of Sunnyvale,” with the following modifications:  
- Exempt the county Board of Supervisors from the new long-term advocacy position that encourages one legislative representative; and  
- Encourage Sunnyvale remain within two county supervisorial districts.

The motion carried with the following vote:

**Yes: 5 -** Mayor Klein  
Vice Mayor Hendricks  
Councilmember Larsson  
Councilmember Fong  
Councilmember Cisneros

**No: 2 -** Councilmember Melton  
Councilmember Din

MOTION: Vice Mayor Hendricks moved and Councilmember Din seconded the motion to advocate that the City of San José be represented by a number of county supervisorial districts aligning with their population within the County and that San José be included in no more than three (3) county supervisorial districts.

City Attorney John Nagel noted that the August 10 Council meeting agenda did not identify a discussion regarding San José's representation would be heard and advised that a vote not be administered.

No action taken on this motion.

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

None.

**NON-AGENDA ITEMS & COMMENTS**

**-Council**

MOTION: Councilmember Fong moved and Councilmember Din seconded the motion to schedule a 90-minute Council Study Session for September 14 to provide Council with an opportunity to look at potential changes to the short-term rental ordinance and request Council guidance on the subject matter. The Study Session would take place following the currently scheduled Study Session related to Council Colleague Memorandums.

The motion carried with the following vote:

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

**No: 0**

Councilmember Melton inquired if the Mayor is permitted to advocate for extending Governor's Executive Order N 08-21 under Long-term Advocacy Position (LAP) 7.0 F (7) regarding modernizing the Ralph M. Brown Act.

City Manager Kent Steffens announced that LAP 7.0 F (7) does not cover advocacy with the Governor.

MOTION: Councilmember Din moved and Councilmember Melton seconded the motion to agendize a Consent Calendar item for the next Council meeting to adopt a long-term advocacy position that urges the Governor to extend Executive Orders N-29-20 and N-08-21.

FRIENDLY AMENDMENT: Councilmember Melton offered a friendly amendment to limit the motion to Order N-29-20.

City Clerk David Carnahan clarified that the Executive Order needing to be extended is N-08-21. He also clarified that the intention may be to agendize the item for the next Regular Council Meeting on August 31 as opposed to the Special Council Meeting scheduled for August 17.

RESTATED MOTION: Councilmember Din moved and Councilmember Melton seconded the motion to agendize a Consent Calendar item for the next Regular Council meeting to adopt a long-term advocacy position that urges the Governor to extend Executive Order N-08-21.

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**

**-City Manager**

None.

**INFORMATION ONLY REPORTS/ITEMS**

[21-0766](#)

Tentative Council Meeting Agenda Calendar



- [21-0767](#) Board/Commission Meeting Minutes
- [21-0768](#) Information/Action Items
- [21-0789](#) Board/Commission Resignation (Information Only)

**ADJOURNMENT**

Mayor Klein adjourned the meeting at 10:52 p.m.



# City of Sunnyvale

## Agenda Item

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**21-0051**

**Agenda Date:** 8/31/2021

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**SUBJECT**

Approve City Council Meeting Minutes of August 17, 2021 (Board and Commission Interviews)

**RECOMMENDATION**

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



# City of Sunnyvale

## Meeting Minutes - Draft

### City Council

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Tuesday, August 17, 2021

6:00 PM

Telepresence Meeting: City Web Stream

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#### Special Meeting: Board and Commission Interviews - 6 PM

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

##### **Call to Order**

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

Mayor Klein called the meeting to order at 6:00 p.m. via teleconference.

##### **Roll Call**

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

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

##### **Study Session**

[21-0161](#) Board and Commission Interviews

Public Comment opened at 6:03 p.m.

No speakers.

Public Comment closed at 6:03 p.m.

Council interviewed the following applicant for a vacancy on Heritage Preservation Commission:

Sarosh Patel

Shantha Ranganathan declined to be interviewed for the Personnel Board due to her employment with a public agency.

**Adjourn Special Meeting**

Mayor Klein adjourned the meeting at 6:21 p.m.



# City of Sunnyvale

## Agenda Item

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**21-0255**

**Agenda Date: 8/31/2021**

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### **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>
084	07-11-21 through 07-17-21	\$13,827,554.29
085	07-18-21 through 07-24-21	\$9,820,966.40
086	07-25-21 through 07-31-21	\$1,241,850.33
087	08-01-21 through 08-07-21	\$8,794,447.66
088	08-08-21 through 08-14-21	\$17,424,632.95

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 # 084**

**List of All Claims and Bills Approved for Payment  
For Payments Dated 07/11/2021 through 07/17/2021**

**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	XXXXX3391	07/13/2021	Peterson	8,333.05	PC240036688	Parts	8,333.05	0.00	\$8,333.05
	XXXXX3392	07/13/2021	Secretary for Environmental Protection Agency	9,294.13	040121-063021	CUPA Pass Thru Fees Apr-Jun 2021	9,294.13	0.00	\$9,294.13
	XXXXX3393	07/13/2021	United States Postal Service	245.00	Permit 112 7/21-7/22	Permit #112 7/2021-7/2022	245.00	0.00	\$245.00
	XXXXX3394	07/13/2021	DCSE Inc	4,300.00	6780-01		4,300.00	0.00	\$4,300.00
	XXXXX3395	07/13/2021	Dell Marketing LP	26,434.03	10481442868		26,434.03	0.00	\$26,434.03
	XXXXX3396	07/13/2021	Du-All Safety LLC	3,100.00	22624	Safety Maintenance Contract for June 2021	3,100.00	0.00	\$3,100.00
	XXXXX3397	07/13/2021	EOA Inc	9,509.45	SUN001-0621	Forensic Services 06/01-06/30/21	9,509.45	0.00	\$9,509.45
	XXXXX3398	07/13/2021	BKF Engineers	4,460.13	21070066	Rehabilitation of Storm Drain Outfall 05/24-06/27/21	4,460.13	0.00	\$4,460.13
	XXXXX3399	07/13/2021	GCS Environmental Equipment Services Inc	1,369.22	23276	Equipment	1,369.22	0.00	\$1,369.22
	XXXXX3400	07/13/2021	Genuent Global LLC	6,600.00	851480	January 2021 Consultant	6,600.00	0.00	\$24,722.50
				8,360.00	853725	Consultant Fee February 2021	8,360.00	0.00	



Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				9,762.50	856730	Consultant Fees Mar 2021	9,762.50	0.00	
	XXXXX3401	07/13/2021	Global Access Inc	236.00	18027	Online Fax Numbers	236.00	0.00	\$236.00
	XXXXX3402	07/13/2021	Goldfarb & Lipman	2,667.00	140943	Professional fees through June 21	2,667.00	0.00	\$11,237.79
				8,570.79	140944	Legal fees through June 2021	8,570.79	0.00	
	XXXXX3403	07/13/2021	Grainger	8,948.44	7086314932	Summary billing for November 2020 Invoices	8,948.44	0.00	\$30,501.47
				4,203.28	7087195108	Summary bill for December 2020 Invoices	4,203.28	0.00	
				6,333.96	7088972026	Summary bill for February 2021 Invoices	6,333.96	0.00	
				6,914.71	7090723276	Summary bill of April 2021 Invoices	6,914.71	0.00	
				3,807.98	7091862065	Summary bill of May 2021 Invoices	3,807.98	0.00	
				87.20	9916608749	Masks	87.20	0.00	
				87.20	9916895742	Masks	87.20	0.00	
				118.70	9930437331	Parts	118.70	0.00	
	XXXXX3404	07/13/2021	HF&H Consultants LLC	5,237.50	9718361	Prof. services June 2021	5,237.50	0.00	\$5,237.50
	XXXXX3405	07/13/2021	Humane Society Silicon Valley	48,025.68	125504	June 21 Animal intake, Shelter & Med Serv.	48,025.68	0.00	\$48,025.68
	XXXXX3406	07/13/2021	IACP Net	1,750.00	0168008	IACP net subscriber 06/01-05/31/22	1,750.00	0.00	\$1,750.00
	XXXXX3407	07/13/2021	Intex Auto Parts	66.45	2-62113-15		66.45	0.00	\$704.07
				637.62	2-82491-12	Parts	637.62	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX3408	07/13/2021	ITRON Inc	680.00	BMR# 33410-21	Mobile Radio Shoulder Strap and Belt Clip	680.00	0.00	\$680.00
	XXXXX3409	07/13/2021	Jacobs Project Management Co	113,778.76	R5W72001-015	Construction Management Services May 21	113,778.76	0.00	\$113,778.76
	XXXXX3410	07/13/2021	JobTrain	33,564.00	YOUTHFY2111	Payment for May 2021	33,564.00	0.00	\$33,564.00
	XXXXX3411	07/13/2021	Johnson Roberts & Assoc Inc	17.50	143104	PHQ reports for non-sworn applicants	17.50	0.00	\$1,295.00
				140.00	143441	PHQ reports for non-sworn applicants	140.00	0.00	
				262.50	143775	PHQ reports for non-sworn applicants	262.50	0.00	
				17.50	144552	PHQ reports for non-sworn applicants	17.50	0.00	
				17.50	144752	PHQ reports for non-sworn applicants	17.50	0.00	
				367.50	144967	PHQ reports for non-sworn applicants	367.50	0.00	
				17.50	145014	PHQ reports for non-sworn applicants	17.50	0.00	
				210.00	145034	PHQ reports for non-sworn applicants	210.00	0.00	
				210.00	145271	PHQ reports for non-sworn applicants	210.00	0.00	
				35.00	145354	PHQ reports for non-sworn applicants	35.00	0.00	
	XXXXX3412	07/13/2021	Kelly Paper Co	545.93	10594417	Supplies	545.93	0.00	\$576.17
				267.26	10597672	Supplies	267.26	0.00	
				-237.02	10598546	Invoice 10594417	-237.02	0.00	
	XXXXX3413	07/13/2021	Kimley Horn & Assoc Inc	5,305.25	18865175	MARY AVENUE EIR THRU 6/30/2021	5,305.25	0.00	\$12,276.72

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				2,894.81	18935902	FIBER MASTER PLAN THUR 5/31/2021	2,894.81	0.00	
				4,076.66	18996557	STAFF EXTENSION THRU 5/31/2021	4,076.66	0.00	
	XXXXX3414	07/13/2021	LexisNexis Risk Solutions	130.00	1409790-20210630	Skip Tracing Services Jun 2021	130.00	0.00	\$130.00
	XXXXX3415	07/13/2021	Liebert Cassidy Whitmore	524.00	200019	Svc Thru 6/30/2021	524.00	0.00	\$1,136.00
				72.00	200020	Svc Thru 6/30/2021	72.00	0.00	
				540.00	200021	svc Thru 6/30/2021	540.00	0.00	
	XXXXX3416	07/13/2021	Liebert Cassidy Whitmore	288.00	200022	Svc Thru 6/30/21	288.00	0.00	\$288.00
	XXXXX3417	07/13/2021	Melrose Metal Products Inc	1,209.91	16614	(3) SS Posts	1,209.91	0.00	\$1,209.91
	XXXXX3419	07/13/2021	Mission Linen Service	62.18	514866125	Linen rental	62.18	0.00	\$2,020.22
				62.18	514866126	Linen rental	62.18	0.00	
				110.25	514866127	Linen rental	110.25	0.00	
				72.08	514906015	Linen Rental	72.08	0.00	
				83.39	514906040	Linen rental	83.39	0.00	
				75.47	514917193	Linen rental	75.47	0.00	
				62.18	514917194	Linen rental	62.18	0.00	
				62.18	514917195	Linen rental	62.18	0.00	
				107.60	514917196	Linen rental	107.60	0.00	
				72.08	514951696	Linen Rental	72.08	0.00	
				83.39	514951722	Linen rental	83.39	0.00	
				75.47	514962734	Linen Rental	75.47	0.00	
				62.18	514962735	Linen rental	62.18	0.00	
				56.88	514962736	Linen rental	56.88	0.00	
				102.30	514962737	Linen rental	102.30	0.00	
				74.73	514997815	Linen Rental	74.73	0.00	
				79.43	514997841	Linen rental	79.43	0.00	
				75.47	515008076	Linen rental	75.47	0.00	
				62.18	515008077	Linen rental	62.18	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				62.18	515008078	Linen Rental	62.18	0.00	
				102.30	515008079	Linen rental	102.30	0.00	
				72.08	515042487	Linen Rental	72.08	0.00	
				87.79	515042513	Linen rental	87.79	0.00	
				89.77	515051318	Linen rental	89.77	0.00	
				59.53	515051319	Linen rental	59.53	0.00	
				104.95	515051321	Linen rental	104.95	0.00	
	XXXXX3420	07/13/2021	MNS Engineers	9,877.50	77977	Design for Sanitary Sewer Main Replacement May 2021	9,877.50	0.00	\$9,877.50
	XXXXX3421	07/13/2021	Mythics Inc	1,858.03	164762	Oracle Pass & IaaS Universal Credits 6/01/2 -6/30/21	1,858.03	0.00	\$1,858.03
	XXXXX3422	07/13/2021	Next Door Solutions to Domestic Violence	5,633.12	2021-819720 #2	Ag#2021-819720 Jan-Jun 2021	5,633.12	0.00	\$5,633.12
	XXXXX3423	07/13/2021	NI Government Services Inc	78.77	21062908851	Satellite Phone Service Jun 2021	78.77	0.00	\$78.77
	XXXXX3424	07/13/2021	O'Dell Engineering	4,690.00	3727013	Irrigation Retrofit March 8 to April 11, 2021	4,690.00	0.00	\$4,690.00
	XXXXX3425	07/13/2021	P&R Paper Supply Co Inc	763.87	30365194-04	Stores Supplies	763.87	0.00	\$763.87
	XXXXX3426	07/13/2021	Pacific Gas & Electric Co	36,638.45	0314283663-8 0621	1444 Borregas Ave	36,638.45	0.00	\$51,573.06
				3,841.23	0395847945-7 0621	121 W Evelyn Ave-Multimodal	3,841.23	0.00	
				11,081.48	3272592818-1 0521	Parks & Fields	11,081.48	0.00	
				11.90	8980516791-6 0621	N/S El Camino & E Remington	11.90	0.00	
	XXXXX3428	07/13/2021	Pelican Sign Services	572.00	62771	Library Sign Installation	572.00	0.00	\$572.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX3429	07/13/2021	PlaceWorks Inc	443.70	75439	Election System Community Engagement May 2021	443.70	0.00	\$443.70
	XXXXX3430	07/13/2021	Quality Assurance Solutions LLC	1,722.50	CA-2021-035	Quality System Support Services	1,722.50	0.00	\$1,722.50
	XXXXX3431	07/13/2021	Racy Ming Assoc LLC	1,950.00	Jun2021	Ag#001-1089-18 5/1/2021-6/30/2021	1,950.00	0.00	\$1,950.00
	XXXXX3432	07/13/2021	Richards Watson & Gershon	1,608.00	232522	Gen Land Use & Housing Svc Thru 6/30/21	1,608.00	0.00	\$4,288.00
				837.50	232523	1202 Kifer House Application Svc Thru 6/31/21	837.50	0.00	
				1,842.50	232524	Eminent Domain Svc Thru 6/30/21	1,842.50	0.00	
	XXXXX3433	07/13/2021	Roger D Higdon	849.20	2021-E	Engineering Consulting Services May /June 2021	849.20	0.00	\$849.20
	XXXXX3434	07/13/2021	Safeway Inc	8.14	00432785-060421	6/4/2021 Purchase	8.14	0.00	\$32.10
				23.96	00806057-061821	6/18/2021 Purchase	23.96	0.00	
	XXXXX3435	07/13/2021	Senior Adults Legal Assistance	4,679.74	2021-819720 #2	Ag#2021-819720 Jan-Jun 2021 Reimbursement	4,679.74	0.00	\$4,679.74
	XXXXX3436	07/13/2021	Shimadzu Scientific Instruments	26,830.53	I40012122	Supplies	26,830.53	0.00	\$26,830.53
	XXXXX3437	07/13/2021	California Newspapers Partnership	2,255.00	0001300998	Advertising	2,255.00	0.00	\$2,255.00
	XXXXX3438	07/13/2021	Silver & Wright LLP	3,355.77	28066	618 Sheraton Dr 6/3/21-6/30/21	3,355.77	0.00	\$8,860.59
				5,504.82	28069	Yok Law v SV 5/28/21-6/30/21	5,504.82	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXXX3439	07/13/2021	Sloan Sakai Yeung & Wong LLP	344.50	46520	Labor & Employment Advice Jun 2021 Svc	344.50	0.00	\$628.00
				283.50	46521	Judieth Sullivan-Ojuola v SV 6/2/21-6/7/21	283.50	0.00	
	XXXXX3440	07/13/2021	SmithGroup Inc	116,996.04	0154971	Civic Center Svc May 1, 2021 to May 28, 2021	116,996.04	0.00	\$116,996.04
	XXXXX3441	07/13/2021	Summit Uniforms	2,949.75	73491	Uniforms	2,949.75	0.00	\$2,949.75
	XXXXX3442	07/13/2021	Sunnyvale Community Services	43,806.92	2021-827550 #4	Ag#2021-827550 Apr-Jun 2021	43,806.92	0.00	\$43,806.92
	XXXXX3443	07/13/2021	T-Mobile USA Inc	750.00	9452454135	Case # 21-1954 3/17/21-4/10/21	750.00	0.00	\$750.00
	XXXXX3444	07/13/2021	Talon Ecological Research Group	860.00	SUS0001	Burrowing Owl Monitoring Apr 2021	860.00	0.00	\$1,260.00
				400.00	SUS0002	Burrowing Owl Monitoring May 2021	400.00	0.00	
	XXXXX3445	07/13/2021	TJKM	4,096.90	0051266	Traffic Signal Upgrades Jun 2021	4,096.90	0.00	\$5,890.90
				1,794.00	0051280	DESIGN & CONSTRUCTION ON-CALL SVC JUN 2021	1,794.00	0.00	
	XXXXX3446	07/13/2021	Togo's Sunnyvale	128.93	279	6/24/2021 Catering	128.93	0.00	\$128.93
	XXXXX3447	07/13/2021	Tripepi, Smith and Associates Inc	450.00	6498	Redistricting Services Jun 2021	450.00	0.00	\$450.00
	XXXXX3448	07/13/2021	TRISTAR Risk Management	1,547.06	113196	Workers Comp Jun 2021	1,547.06	0.00	\$1,547.06
	XXXXX3449	07/13/2021	United Parcel Service	228.17	00009666082 71	Week Ending 6/12-7/3/2021	228.17	0.00	\$228.17
	XXXXX3450	07/13/2021	West Valley Staffing Group	1,578.96	297210	Margaret Netto W/E 6/13/21	1,578.96	0.00	\$3,157.92

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				1,578.96	297951	Margaret Netto W/E 6/20/21	1,578.96	0.00	
	XXXXX3451	07/13/2021	WMH Corporation	13,137.19	17-BUC-16	Bernardo Undercrossing Thru 06/30/2021	13,137.19	0.00	\$13,137.19
	XXXXX3452	07/13/2021	Wood Rodgers Inc	22,411.25	146932	Pavement Rehab Svc Thru 5/31/2021	22,411.25	0.00	\$22,411.25
	XXXXX3453	07/13/2021	First Foundation Bank	443,950.00	CivicCenter#06	PR-19-06	443,950.00	0.00	\$443,950.00
	XXXXX3454	07/13/2021	Cratus Inc	284,927.50	LWRNCEXP RSS#05	UY-15/03-16	284,927.50	0.00	\$284,927.50
	XXXXX3455	07/13/2021	Macias Gini and OConnell LLP	5,000.00	293659	Single Audit for Year Ended June 30 2020	5,000.00	0.00	\$5,000.00
	XXXXX3456	07/13/2021	Sustainable Watershed Designs Inc DBA Lotus Water	10,956.50	4226	GSI Feasibility Assessment Thru 6/25/2021	10,956.50	0.00	\$10,956.50
	XXXXX3457	07/13/2021	Park Consulting Group Inc	42,300.00	COSUN2020 6	EnerGov Permitting System Implementation Jun 2021	42,300.00	0.00	\$42,300.00
	XXXXX3458	07/13/2021	Ace Fire Equipment & Service Co Inc	495.22	8550729	Parts	495.22	0.00	\$1,510.37
				1,015.15	8764642	Parts	1,015.15	0.00	
	XXXXX3459	07/13/2021	WEX Health Inc	1,261.50	0001370475-IN	COBRA/Commuter/F SA June 2021	1,261.50	0.00	\$1,261.50
	XXXXX3460	07/13/2021	Farella Braun & Martel LLP	792.00	361931	Legal Fees through June 2021	792.00	0.00	\$792.00
	XXXXX3461	07/13/2021	Robert Bell	5,475.00	21002	Ag# 001-915722-21 Jun 2021	5,475.00	0.00	\$5,475.00
	XXXXX3462	07/13/2021	Sacks, Ricketts & Case LLP	1,400.00	122867	SERVICES RENDERED THROUGH 6/30/2021	1,400.00	0.00	\$1,400.00
	XXXXX3463	07/13/2021	DISA Global Solutions Inc	45.00	468694	Drug and Alcohol testing fee for	45.00	0.00	\$45.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						reasonable suspicion			
	XXXXX3464	07/13/2021	Thomas A Nelson	600.00	T1384	2/17/21 Preparation & Training Powerful Tools for Caregivers	600.00	0.00	\$600.00
	XXXXX3465	07/13/2021	City of Santa Clara	327.60	2020SNYBLS	BLS Provider eCards -Fall/Winter 2020	327.60	0.00	\$327.60
	XXXXX3466	07/13/2021	Verizon Wireless	18,181.48	9882327519	270963598-00005 May 21-Jun 20 2021	18,181.48	0.00	\$18,181.48
	XXXXX3467	07/13/2021	AAA Speedy Smog Test Only Station	40.00	032450.	Smog Test	40.00	0.00	\$80.00
				40.00	032553	Smog Test	40.00	0.00	
	XXXXX3468	07/13/2021	Advanced Chemical Transport Inc	3,724.22	312432	NON HAZARDOUS WASTE WATER FROM TRUCK WAS	3,724.22	0.00	\$7,468.10
				3,743.88	323657	NON HAZARDOUS WASTE WATER FROM TRUCK WASH	3,743.88	0.00	
	XXXXX3469	07/13/2021	Airgas USA LLC	539.91	9978838006		539.91	0.00	\$872.77
				332.86	9980158477	Cylinder Rental	332.86	0.00	
	XXXXX3470	07/13/2021	Alhambra	2.99	19768402 010121 DPW SOC		2.99	0.00	\$466.39
				2.99	19768402 020121DPW SOC		2.99	0.00	
				26.91	19768402 030121 DPW Adm		26.91	0.00	
				2.99	19768402 030121DPW SOC		2.99	0.00	
				2.99	19768402 040121DPW		2.99	0.00	



Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					SOC				
				2.99	19768402 050121DPW SOC		2.99	0.00	
				2.99	19768402 060121 DPW SOC	Cooler Rental	2.99	0.00	
				24.99	19768402 060121 LIB	Water filtration rental June 21	24.99	0.00	
				16.73	19768402 060121 PAS	Cooler Rental	16.73	0.00	
				376.83	19768402 060121 WPCP	Water Cooler Rental & Bottled Water_	376.83	0.00	
				2.99	19768402 120120 DPW SOC		2.99	0.00	
	XXXXX3471	07/13/2021	All Star Glass	1,245.52	WSJ074482	Auto parts	1,245.52	0.00	\$1,245.52
	XXXXX3472	07/13/2021	American Fidelity Administrative Svcs	663.30	52442	Time & Eligibility Monthly Fee - June 2021	663.30	0.00	\$663.30
	XXXXX3473	07/13/2021	Anderson Brule Architects Inc	150,432.77	20.0401.0-13	Sunnyvale Lakewood Library & Learning Center through May 2021	150,432.77	0.00	\$273,860.25
				123,427.48	20.0401.0-14	Sunnyvale Lakewood lib. & Learning center Professional Service thru 06/21	123,427.48	0.00	
	XXXXX3474	07/13/2021	AppleOne Employment Services	1,605.60	01-5958086	Temp. Employee 06/19-06/26/21	1,605.60	0.00	\$3,211.20
				1,605.60	01-5962000	Temporary Employee for finance 06/19/21	1,605.60	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						and 06/26/21			
	XXXXX3475	07/13/2021	Ascent Environmental	3,675.00	20200219.01-4	Consulting May 2021	3,675.00	0.00	\$3,675.00
	XXXXX3476	07/13/2021	AT&T	25,907.73	000016607916	BAN:9391023729	25,907.73	0.00	\$25,907.73
	XXXXX3477	07/13/2021	Bay Area Water Supply & Conservation Agy	15.00	7630	Annual processing fee for Rain Barrel	15.00	0.00	\$15.00
	XXXXX3478	07/13/2021	Betts Truck Parts and Service	7,772.32	CI0020431115	Repair	7,772.32	0.00	\$7,772.32
	XXXXX3479	07/13/2021	Bound Tree Medical LLC	1,181.57	83866346	Gloves	1,181.57	0.00	\$5,799.76
				1,542.65	83901002	COVID related purchase -Disp. Wipes, hand sanitizer	1,542.65	0.00	
				2,786.63	83902432	COVID related purchase	2,786.63	0.00	
				288.91	84080534	P100 Respirator Masks with Exhalation Valve	288.91	0.00	
	XXXXX3480	07/13/2021	Burke Williams & Sorensen LLP	1,917.50	271048	Housing, CEQA Prof. fee June 2021	1,917.50	0.00	\$4,111.74
				219.00	271049	Professional Fees through 06/30/21	219.00	0.00	
				1,975.24	271050	Services through June 2021	1,975.24	0.00	
	XXXXX3481	07/13/2021	California Department of Justice	751.00	509175	Fingerprint applications for April 2021	751.00	0.00	\$2,575.00
				1,824.00	514673	Fingerprint applications for May 2021	1,824.00	0.00	
	XXXXX3482	07/13/2021	David Peterson	20,920.34	CSC0521	Gymnastics May/June	20,920.34	0.00	\$27,928.34
				7,008.00	CSC06212	Teaching Services	7,008.00	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						May/June 21			
	XXXXX3483	07/13/2021	Callander Associates Landscape Architec	8,026.18	18054A-10		8,026.18	0.00	\$8,026.18
	XXXXX3484	07/13/2021	CDM Smith	342,937.43	90127078	WPCP Program Management Services May 21	342,937.43	0.00	\$342,937.43
	XXXXX3485	07/13/2021	Cengage Learning Inc	-68.67	2084872	Duplicate payment for INV#66413333	-68.67	0.00	\$379.43
				312.95	74303145		312.95	0.00	
				28.77	74312383	Books	28.77	0.00	
				106.38	74326745	Books	106.38	0.00	
	XXXXX3486	07/13/2021	Central Labor Council Partnership	51,496.65	48	Payment for June 2021-Agrnt#001-201-18	51,496.65	0.00	\$51,496.65
	XXXXX3487	07/13/2021	Century Graphics	1,662.91	54263	Graphic on Uniforms	1,662.91	0.00	\$1,662.91
	XXXXX3488	07/13/2021	Coast Counties Peterbilt	39.66	: 01130355P	Small Parts	39.66	0.00	\$302.86
				263.20	: 01131334P	Truck parts	263.20	0.00	
	XXXXX3489	07/13/2021	Cover Specialty Services Inc	1,525.00	2021060		1,525.00	0.00	\$1,525.00
	XXXXX3490	07/13/2021	CSG Consultants Inc	1,650.00	37652	Civic Center Building Plan Review billed through 06/31/21	1,650.00	0.00	\$1,650.00
	XXXXX3491	07/13/2021	D & M Traffic Services Inc	1,056.21	78444		1,056.21	0.00	\$1,056.21
	XXXXX3492	07/13/2021	Davey Resource Group	2,500.00	915763902		2,500.00	0.00	\$2,500.00
	XXXXX3493	07/15/2021	L N Curtis & Sons Inc	434.91	INV504129	Supplies	434.91	0.00	\$434.91
	XXXXX3494	07/15/2021	United States Postal Service	245.00	P#112 0721-0722	Permit#112 Renewal Bulk Rate Citywide Use	245.00	0.00	\$245.00
	XXXXX3495	07/15/2021	United States Postal	20,000.00	08050365-	Meter AC#08050365	20,000.00	0.00	\$20,000.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Service		070921	Postage Replenishment			
	XXXXX3496	07/15/2021	Raimi + Associates Inc	50,140.37	21-4288	Moffett Park Specific Plan May 2021	50,140.37	0.00	\$50,140.37
	XXXXX3497	07/15/2021	Reed & Graham Inc	1,307.99	004190	Broken acs and asphalt \$68.84 Discount By 7/23/21	1,376.83	68.84	\$2,553.88
				1,245.89	004191	Asphalt \$65.57 Discount By 7/23/21	1,311.46	65.57	
	XXXXX3498	07/15/2021	Riverview Systems Group Inc	1,054.89	27162	Monitor And Installation	1,054.89	0.00	\$1,054.89
	XXXXX3499	07/15/2021	San Jose Conservation Corps	8,750.00	7585	Glass Collection Svc June 2021	8,750.00	0.00	\$8,750.00
	XXXXX3500	07/15/2021	Smiths Gopher Trapping Service	2,064.00	26838B	Baylands Park Jun 2021	2,064.00	0.00	\$2,064.00
	XXXXX3501	07/15/2021	Target Specialty Products Inc	543.61	INVP500506559	Supplies	543.61	0.00	\$543.61
	XXXXX3502	07/15/2021	TJKM	32,730.58	0051089	Sense of Place May 2021	32,730.58	0.00	\$36,120.58
				3,390.00	0051264	HOMESTEAD HIGH BIKE & PED JUN 2021	3,390.00	0.00	
	XXXXX3503	07/15/2021	UC Regents	537.90	1069819-212	Bonilla, Ricardo 19-13-501-15	537.90	0.00	\$1,763.66
				631.76	1080597-212	Kumar, Geeta 19-13-501-16	631.76	0.00	
				594.00	1082293-213	Sun, Betty 19-13-1136-20	594.00	0.00	
	XXXXX3504	07/15/2021	Water Works Engineers LLC	26,774.86	11287-11739	Lawrence Expressway Svc Thru 6/30/2021	26,774.86	0.00	\$26,774.86
	XXXXX3505	07/15/2021	West Valley Staffing Group	1,578.96	297976	Margaret Netto W/E 6/27/2021	1,578.96	0.00	\$3,157.92
				1,578.96	298361	Margaret Netto W/E	1,578.96	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						7/4/2021			
	XXXXX3506	07/15/2021	Woodard & Curran Inc	7,297.55	192085	Collection Sys Model Expansion & Assessment P/E 7/2/21	7,297.55	0.00	\$7,297.55
	XXXXX3507	07/15/2021	WOWzy Creation Corp	127.78	94818	Awards - Plaques	127.78	0.00	\$295.56
				167.78	94820	Awards - Plaques	167.78	0.00	
	XXXXX3508	07/15/2021	YWCA of Silicon Valley	11,405.25	2021-827550 #3	Ag#2021-827550 Jan-Mar 2021	11,405.25	0.00	\$11,405.25
	XXXXX3509	07/15/2021	Hensel Phelps Construction Co	8,940,450.00	CivicCenter#07	PR-19-06	8,940,450.00	0.00	\$8,940,450.00
	XXXXX3510	07/15/2021	First Foundation Bank	470,550.00	CivicCenter#07	PR-19-06	470,550.00	0.00	\$470,550.00
	XXXXX3511	07/15/2021	CSG Consultants Inc	35,500.00	B201812		35,500.00	0.00	\$35,500.00
	XXXXX3512	07/15/2021	Consolidated Parts Inc	3,832.26	5067533	Parts	3,832.26	0.00	\$4,093.86
				261.60	5067534	Parts	261.60	0.00	
	XXXXX3513	07/15/2021	Caminar Family & Children Services	7,057.48	2	Grant reimbursement for Jan - June 2021	7,057.48	0.00	\$7,057.48
	XXXXX3514	07/15/2021	Mastec	5,777.00	EP 2021-9055	Refund for encroachment permit 2021-9055 that was canceled.	5,777.00	0.00	\$5,777.00
	XXXXX3515	07/15/2021	AbilityPath	5,750.00	2	Grant Reimbursement for Jan - June 2021	5,750.00	0.00	\$5,750.00
	XXXXX3516	07/15/2021	Airgas USA LLC	187.11	9979568375	Oxygen Cylinder Rental	187.11	0.00	\$187.11
	XXXXX3517	07/15/2021	Alhambra	129.76	19768402 060121 FIRE	Refill service Station 2	129.76	0.00	\$129.76
	XXXXX3518	07/15/2021	All City Management Services Inc	19,879.87	71092	School Crossing Guard Services Dates 5/30/2021 - 6/12/2021	19,879.87	0.00	\$19,879.87

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX3519	07/15/2021	Amazon Capital Services Inc	39.22	1KPT-MHHW-HL99		39.22	0.00	\$130.77
				91.55	1XMH-QQJF-QVXW		91.55	0.00	
	XXXXX3520	07/15/2021	American Fidelity Administrative Svcs	657.80	36189	Monthly Fee Feb 2019	657.80	0.00	\$657.80
	XXXXX3521	07/15/2021	AT&T	723.19	000016710290	Monthly charges for internet bandwidth increase	723.19	0.00	\$723.19
	XXXXX3522	07/15/2021	Banner Bank	32,535.50	WSHNGTNP OOL#18	PR-15-02	32,535.50	0.00	\$32,535.50
	XXXXX3523	07/15/2021	Biggs Cardosa Assoc Inc	15,332.86	81154	Fair Oaks Bridge Rehabilitation Project	15,332.86	0.00	\$54,279.41
				29,875.63	81374	Fair Oaks Bridge Rehabilitation Project	29,875.63	0.00	
				9,070.92	81631	Fair Oaks Bridge Rehabilitation Project	9,070.92	0.00	
	XXXXX3524	07/15/2021	Bill Wilson Center	11,492.10	3	Grant Reimbursement for Q3-Jan-Mar 2021	11,492.10	0.00	\$26,301.52
				14,809.42	4	Grant Reimbursement for Q4-Apr-June 2021	14,809.42	0.00	
	XXXXX3525	07/15/2021	Bound Tree Medical LLC	3,544.69	83877253	Supplies	3,544.69	0.00	\$28,603.80
				25,059.11	84049048	Respirator Masks with Straps and Valve	25,059.11	0.00	
	XXXXX3526	07/15/2021	C Overaa & Co	248,971.01	PRMRYTRT MT2#47	UY-16/01-20	248,971.01	0.00	\$248,971.01
	XXXXX3527	07/15/2021	Carollo Engineers	1,370.25	FB12236	WPCP Master Plan	1,370.25	0.00	\$1,370.25
	XXXXX3528	07/15/2021	Cooke & Associates	2,264.60	192549		2,264.60	0.00	\$6,939.55
				2,274.95	192550		2,274.95	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				175.00	192551		175.00	0.00	
				2,225.00	192552		2,225.00	0.00	
	XXXXX3529	07/15/2021	CSG Consultants Inc	30,351.89	21070701	Services up to 06/30/2021	30,351.89	0.00	\$30,351.89
	XXXXX3530	07/15/2021	CyberSource Corp	75.00	235959411414	CC Settlement	75.00	0.00	\$75.00
	XXXXX3531	07/15/2021	Dell Marketing LP	604.48	10487818629		604.48	0.00	\$2,800.19
				2,195.71	10494340945	Dell Mobile Precision Workstation	2,195.71	0.00	
	XXXXX3532	07/15/2021	Division of the State Architect	229.70	APR-JUN 2021	Business License - Apr- Jun 2021 SB1186 & AB1379 ( CASp fee)	229.70	0.00	\$229.70
	XXXXX3533	07/15/2021	Downey Brand LLP	15,960.31	562276	For services through June 30,2021	15,960.31	0.00	\$15,960.31
	XXXXX3534	07/15/2021	E-Z-Go Textron Inc	82.85	92550046	Parts	82.85	0.00	\$82.85
	XXXXX3535	07/15/2021	EOA Inc	13,435.42	SU58-0221		13,435.42	0.00	\$13,435.42
	XXXXX3536	07/15/2021	F&M Bank	13,103.74	PRMRYTRT MT2#47	UY-16/01-20	13,103.74	0.00	\$13,103.74
	XXXXX3537	07/15/2021	Fire & Risk Alliance LLC	25,828.94	132-001-60	Plan Review & Inspection services	25,828.94	0.00	\$25,828.94
	XXXXX3538	07/15/2021	Fremont Union High School District	105,282.82	21-264	Pool expenses from 12/1/20 - 5/31/21	105,282.82	0.00	\$105,282.82
	XXXXX3539	07/15/2021	Friends for Youth Inc	7,000.00	072021-S	Outside Group Funding Grant for Jan - Jun 2021	7,000.00	0.00	\$7,000.00
	XXXXX3540	07/15/2021	Genuent Global LLC	9,680.00	859356	Consulting Fees April 2021	9,680.00	0.00	\$9,680.00
	XXXXX3541	07/15/2021	GRM Information Management Services	1,497.43	00115103	04/01-04/30/21	1,497.43	0.00	\$1,497.43
	XXXXX3542	07/15/2021	Hagensen Pacific	618,174.59	WSHNGTNP	PR-15-02	618,174.59	0.00	\$618,174.59

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Construction Inc		OOL#18				
	XXXXX3543	07/15/2021	Haute Cuisine Inc	188.00	:302-2021	Lunch provided 06/01-07/02	188.00	0.00	\$956.00
				768.00	:303-2021	Lunch provided 06/01-07/02	768.00	0.00	
	XXXXX3544	07/15/2021	Heritage Bank of Commerce	30,074.76	FOAOHBRID GE#11	TR-13/01-06	30,074.76	0.00	\$30,074.76
	XXXXX3545	07/15/2021	IPS Group Inc	128.38	INV60624	CC Trans. Fee for Multi-space Parking Meters	128.38	0.00	\$128.38
	XXXXX3546	07/15/2021	Janice S Litvin	1,004.65	21-0119	1/21/2021 Webinar: Banish Burnout	1,004.65	0.00	\$1,004.65
	XXXXX3547	07/15/2021	Johnson Roberts & Assoc Inc	17.50	144824	PHQ reports for non- sworn applicants	17.50	0.00	\$17.50
	XXXXX3548	07/15/2021	Joseph J Albanese Inc	581,420.40	FOAOHBRID GE#11	TR-13/01-06	581,420.40	0.00	\$581,420.40
	XXXXX3549	07/15/2021	L N Curtis & Sons Inc	1,132.09	INV490374	Supplies	1,132.09	0.00	\$2,664.63
				879.63	INV500397	Supplies	879.63	0.00	
				652.91	INV504742	Supplies	652.91	0.00	
	XXXXX3550	07/15/2021	Mark Thomas & Co Inc	2,405.78	40693	Java Rd Diet Design & Construction Support Svc Thru 5/31/21	2,405.78	0.00	\$10,245.22
				7,839.44	40710	Java Rd Diet Design & Construction Support Thru 6/30/21	7,839.44	0.00	
	XXXXX3551	07/15/2021	Pacific Gas & Electric Co	1,328.35	0008024635- 8	COO for Sp Fac@1444 Borregas WPCP Pwr Gen Facilities	1,328.35	0.00	\$1,475.44
				147.09	9129031168- 6 0621	1382 Kifer Rd/Kifer Lift Station	147.09	0.00	
	XXXXX3552	07/15/2021	Palo Alto Medical Foundation	77.00	5043	AC#6000045 7/1/2021 Statement	77.00	0.00	\$2,912.00



Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				275.00	5044	AC#6000045 7/1/2021 Statement	275.00	0.00	
				275.00	5045	AC#6000045 7/1/2021 Statenent	275.00	0.00	
				275.00	5047	AC#6000045 7/1/2021 Statement	275.00	0.00	
				275.00	5048	AC#6000045 7/1/2021 Statement	275.00	0.00	
				275.00	5049	AC#6000045 7/1/2021 Statement	275.00	0.00	
				275.00	5050	AC#6000045 7/1/2021 Statement	275.00	0.00	
				275.00	5051	AC#6000045 7/1/2021 Statement	275.00	0.00	
				275.00	5052	AC#6000045 7/1/2021 Statement	275.00	0.00	
				275.00	5054	AC#6000045 7/12/2021 Statement	275.00	0.00	
				75.00	5056	AC#6000045 7/12/2021 Statement	75.00	0.00	
				35.00	5061	AC#6000045 7/12/2021 Statement	35.00	0.00	
				250.00	5062	AC#6000045 7/12/2021 Statement	250.00	0.00	
EFT	XXXXX4020	07/15/2021	Angela C Chan	23.12	EXP0000175 35929	Miscell_Staples_061 3021	23.12	0.00	\$23.12
	XXXXX4021	07/15/2021	Kevin T Woodworth	8.71	EXP0000178 10814	Misc Amazon 042321	8.71	0.00	\$8.71
Grand Total				13,827,554.29			13,827,688.70	134.41	\$13,827,554.29

City of Sunnyvale

**LIST # 085**

**List of All Claims and Bills Approved for Payment  
For Payments Dated 07/18/2021 through 07/24/2021**

**Sorted by Payment Type, Payment Number and Invoice Number**

<b>Payment Type</b>	<b>Payment #.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Amount Paid</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Payment Total</b>
CHECK	XXXXX3553	07/20/2021	Aladtec Inc	1,395.00	2021-1422	Online Employee Scheduling & Workforce Mgmt	1,395.00	0.00	\$1,395.00
	XXXXX3554	07/20/2021	American Society of Composers, Authors and Publishers	1,468.71	100005630841	Music License Fee 1/1/2021-1/14/2022	1,468.71	0.00	\$1,468.71
	XXXXX3555	07/20/2021	Emergency Medical Services Authority	408.00	27680-2012	EMT Licenses for June 2021	408.00	0.00	\$408.00
	XXXXX3556	07/20/2021	Genuent Global LLC	8,800.00	862851	E. Slmmons MAY 21	8,800.00	0.00	\$18,260.00
				9,460.00	865905	E. Slmmons June 2021	9,460.00	0.00	
	XXXXX3557	07/20/2021	Insight Public Sector Inc	7,715.41	1100846091	AUTOCAD	7,715.41	0.00	\$23,649.41
				15,934.00	1100849099	Netmotion Software	15,934.00	0.00	
	XXXXX3558	07/20/2021	Nixon Egli Equipment Co Inc	192.03	C45355	Supplies	192.03	0.00	\$192.03
	XXXXX3559	07/20/2021	NOVAworks Foundation	81.92	PR202128	PR202128 NOVA Dues	81.92	0.00	\$81.92
	XXXXX3560	07/20/2021	Peterson	723.93	PC001745199	Parts	723.93	0.00	\$723.93
	XXXXX3561	07/20/2021	Royal Brass Inc	13.05	959037-001	Supplies	13.05	0.00	\$13.05
	XXXXX3562	07/20/2021	County of Santa Clara	747.89	3	Assessment of Fair Housing (AFH) Costs	747.89	0.00	\$747.89
	XXXXX3563	07/20/2021	State of CA - Dept of Forestry & Fire	1,500.00	FS-FC3B0668	FSTEP training Fire Control 3B 6/3/21 - 6/6/21 20 Attendees	1,500.00	0.00	\$2,925.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				1,425.00	FS-S1300234	FSTEP Trng S-130 6/21-6/25/21	1,425.00	0.00	
	XXXXX3564	07/20/2021	Sunnyvale Public Safety Officers Assn	19,890.00	PR202128	PR202128 Assoc Dues	19,890.00	0.00	\$19,890.00
	XXXXX3565	07/20/2021	Kronos Inc	725.05	11765951	Workforce Telestaff IVR Services Apr 2021	725.05	0.00	\$725.05
	XXXXX3566	07/20/2021	L N Curtis & Sons Inc	419.65	INV493957	Supplies	419.65	0.00	\$1,466.05
				1,046.40	PINV642597	Supplies	1,046.40	0.00	
	XXXXX3567	07/20/2021	Law Enforcement Psychological Serv Inc	400.00	1590	Employment Psychological Assessment	400.00	0.00	\$400.00
	XXXXX3568	07/20/2021	LC Action Police Supply	1,491.12	418784	Supplies	1,491.12	0.00	\$3,527.95
				1,007.16	420472	Supplies	1,007.16	0.00	
				882.57	421483	Supplies	882.57	0.00	
				147.10	422900	Supplies	147.10	0.00	
	XXXXX3569	07/20/2021	Level 3 Communications LLC	72.07	Finance Charges 150244023	Inv 150244023 Finance Charges	72.07	0.00	\$1,092.39
				144.14	Finance Charges 160167472	Inv 160167472 Finance Charges	144.14	0.00	
				10.80	Finance Charges 170184222	Inv 170184222 Finance Charges	10.80	0.00	
				10.80	Finance Charges 180171764	Inv 180171764 Finance Charges	10.80	0.00	
				10.80	Finance Charges 190195806	Inv 190195806 Finance Charges	10.80	0.00	
				10.80	Finance Charges 200211822	Inv 200211822 Finance Charges	10.80	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				10.80	Finance Charges 210219585	Inv 210219585 Finance Charges	10.80	0.00	
				10.80	Finance Charges 220223013	Inv 220223013 Finance Charges	10.80	0.00	
				10.80	Finance Charges 222286950	Inv 222286950 Finance Charges	10.80	0.00	
				10.80	Finance Charges 23024771	Inv 23024771 Finance Charges	10.80	0.00	
				789.78	Finance&Adj Chrg 140224255	Inv 140224255 Fin & Adj Chrg PS Ck#100328275	789.78	0.00	
	XXXXX3570	07/20/2021	Lowes Companies	122.95	902107 - ETIYSD	AC#9800 291786 6 Charles Rudy 3/25/2020	122.95	0.00	\$559.92
				436.97	902230- EVVMZI	AC#9800 291786 6 Charles Rudy 4/15/2020	436.97	0.00	
	XXXXX3571	07/20/2021	Marsha Hovey LLC	2,250.00	SV-026	EMS Services in June 2021	2,250.00	0.00	\$2,250.00
	XXXXX3572	07/20/2021	Mission Valley Ford Truck Sales Inc	22.94	757339	Parts	22.94	0.00	\$22.94
	XXXXX3573	07/20/2021	Motorola	13,255.35	8281168623	2 x APX8500 Radios	13,255.35	0.00	\$13,255.35
	XXXXX3574	07/20/2021	Motorola	99,313.55	1187054375	APX8500 VHF, UHF 700/800 & MHz P25 Trunked Consolette Equipment	99,313.55	0.00	\$99,313.55
	XXXXX3575	07/20/2021	Municipal Maintenance	10.28	0160916-IN	Parts	10.28	0.00	\$10.28

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX3576	07/20/2021	Equipment Inc						\$1,390.65
			NAPA Auto Parts	225.16	5983-659198	Parts	225.16	0.00	
				232.78	5983-659658	Parts	232.78	0.00	
				84.90	5983-662689	Parts	84.90	0.00	
				22.08	5983-667215	Parts	22.08	0.00	
				27.82	5983-670033	Parts	27.82	0.00	
				41.38	5983-670952	Parts	41.38	0.00	
				18.39	5983-671273	Parts	18.39	0.00	
				74.64	5983-671428	Parts	74.64	0.00	
				69.74	5983-671987	Parts	69.74	0.00	
				66.72	5983-672014	Parts	66.72	0.00	
				302.10	5983-672089	Parts	302.10	0.00	
				30.87	5983-672288	Parts	30.87	0.00	
				194.07	5983-672296	Parts	194.07	0.00	
	XXXXX3577	07/20/2021	National Construction Rentals Inc	407.20	6157378	301 Carl Rental & Svc 5/29/21-6/25/21	407.20	0.00	\$538.10
				130.90	6157379	Borregas & Carl Rental & Svc 5/29/21-6/25/21	130.90	0.00	
	XXXXX3578	07/20/2021	Occupational Training Institute	374.37	WIA-1509	Alcazar, Arnoldo 17-06-1136-09	374.37	0.00	\$746.31
				371.94	WIA-1517	Alcazar, Arnoldo 17-06-1136-09	371.94	0.00	
	XXXXX3579	07/20/2021	Oracle America Inc	5,982.24	45191992	Oracle License & Support Apr-Jun 2021	5,982.24	0.00	\$5,982.24
	XXXXX3580	07/20/2021	Pacific Gas & Electric Co	2,565.86	0522589865-8 0621	Tennis Center	2,565.86	0.00	\$5,403.85
				2,744.48	4314259418-3 0621	Swimming Pools	2,744.48	0.00	
				93.51	9732283098-1 0621	Landfill & Recycle Center	93.51	0.00	
	XXXXX3581	07/20/2021	Palo Alto Medical	275.00	5053	AC#6000045	275.00	0.00	\$275.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Foundation			7/12/2021 Statement			
	XXXXX3582	07/20/2021	Pape Material Handling Inc	433.69	8569922	Parts	433.69	0.00	\$433.69
	XXXXX3583	07/20/2021	Pine Cone Lumber Co Inc	164.79	101273	Supplies	164.79	0.00	\$217.57
				32.77	103333	Supplies	32.77	0.00	
				20.01	106767	Supplies	20.01	0.00	
	XXXXX3584	07/20/2021	Priority 1 Public Safety Equipment	600.00	8316	Equipment Svc	600.00	0.00	\$600.00
	XXXXX3585	07/20/2021	Project Sentinel Inc	7,815.43	PS-422-033121	Ag#2021-827550 Jan-Mar 2021	7,815.43	0.00	\$7,815.43
	XXXXX3586	07/20/2021	RDO Equipment Co	865.42	P0497074	Parts	865.42	0.00	\$7,584.34
				6,250.98	P0568474	Parts	6,250.98	0.00	
				467.94	P0674174	Parts	467.94	0.00	
	XXXXX3587	07/20/2021	Royal Brass Inc	135.82	959044-001	Supplies	135.82	0.00	\$135.82
	XXXXX3588	07/20/2021	Safeway Inc	16.68	00805820-041321	4/13/2021 Purchase	16.68	0.00	\$16.68
	XXXXX3589	07/20/2021	SHI International Corp	47.59	B13579580	Acrobat Pro DC for Enterprise	47.59	0.00	\$95.18
				47.59	B13581638	Acrobat Pro DC for enterprise	47.59	0.00	
	XXXXX3590	07/20/2021	Siegfried Engineering Inc	7,005.07	42131	Lawrence Area Station Sidewalk & Bike Facilities Svc Thru 6/27/21	7,005.07	0.00	\$7,005.07
	XXXXX3591	07/20/2021	Sierra Pacific Turf Supply Inc	4,340.76	0594057-IN		4,340.76	0.00	\$4,340.76
	XXXXX3592	07/20/2021	Silicon Valley Independent Living Ctr	8,699.00	2021-819720 #2	Ag#2021-819720 Jan-Jun 2021	8,699.00	0.00	\$8,699.00
	XXXXX3593	07/20/2021	SmithGroup Inc	94,236.51	0155593	Civic Center May 29 to Jun 30, 2021	94,236.51	0.00	\$94,236.51
	XXXXX3594	07/20/2021	Steven C Dolezal PhD	875.00	MAY 2021	Monthly Psychological	875.00	0.00	\$875.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						Services			
	XXXXX3595	07/20/2021	Stevens Creek Chevrolet	284.00	119028	Parts	284.00	0.00	\$591.05
				41.71	119122	Parts	41.71	0.00	
				265.34	119856	Parts	265.34	0.00	
	XXXXX3596	07/20/2021	Stop Processing Center	32.12	19319	June 2021 Signups	32.12	0.00	\$32.12
	XXXXX3597	07/20/2021	Sunbelt Rentals Inc	5,218.79	112801010-0002	Equipment Rental	5,218.79	0.00	\$5,218.79
	XXXXX3598	07/20/2021	Sunnyvale Community Services	66,637.52	CBDO 2020/21-4	Ag#2021-829560 Apr 1 - Jun 30. 2021	66,637.52	0.00	\$66,637.52
	XXXXX3600	07/20/2021	Sunnyvale Ford	271.02	179726FOW	Parts	271.02	0.00	\$7,479.47
				212.74	181117FOW	Parts	212.74	0.00	
				34.35	181137FOW	Parts	34.35	0.00	
				38.61	181146FOW	Parts	38.61	0.00	
				72.59	181164FOW	Parts	72.59	0.00	
				263.76	181172FOW	Parts	263.76	0.00	
				15.67	181210FOW	Parts	15.67	0.00	
				300.97	181261FOW	Parts	300.97	0.00	
				12.68	181369-1FOW	Parts	12.68	0.00	
				810.39	181369FOW	Parts	810.39	0.00	
				516.57	181408FOW	Parts	516.57	0.00	
				58.34	181435FOW	Parts	58.34	0.00	
				76.69	181475FOW	Parts	76.69	0.00	
				21.51	181633FOW	Parts	21.51	0.00	
				138.16	181639FOW	Parts	138.16	0.00	
				619.97	181719FOW	Parts	619.97	0.00	
				8.24	181917FOW	Parts	8.24	0.00	
				33.69	181922FOW	Parts	33.69	0.00	
				312.27	182096FOW	Parts	312.27	0.00	
				5.05	182121FOW	Parts	5.05	0.00	
				141.01	182126FOW	Parts	141.01	0.00	
				81.71	182304FOW	Parts	81.71	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				102.29	182387FOW	Parts	102.29	0.00	
				384.68	182416FOW	Parts	384.68	0.00	
				136.40	182419FOW	Parts	136.40	0.00	
				513.65	182427FOW	Parts	513.65	0.00	
				71.31	182467FOW	Parts	71.31	0.00	
				54.10	182479FOW	Parts	54.10	0.00	
				12.10	182504FOW	Parts	12.10	0.00	
				68.84	182512FOW	Parts	68.84	0.00	
				466.39	182568FOW	Parts	466.39	0.00	
				133.78	182690FOW	Parts	133.78	0.00	
				12.52	182691FOW	Parts	12.52	0.00	
				93.98	186403FOW	Parts	93.98	0.00	
				52.66	186502FOW	Parts	52.66	0.00	
				666.64	186557FOW	Parts	666.64	0.00	
				220.03	188381FOW	Parts	220.03	0.00	
				444.11	189694FOW	Parts	444.11	0.00	
	XXXXX3601	07/20/2021	TEC Accutite	300.68	201732	Repair Service	300.68	0.00	\$300.68
	XXXXX3602	07/20/2021	Togo's Sunnyvale	295.80	275	5/7/2021 Catering	295.80	0.00	\$970.54
				138.68	276	5/19/2021 Catering	138.68	0.00	
				215.60	277	6/9/2021 Catering	215.60	0.00	
				320.46	280	6/30/2021 Catering	320.46	0.00	
	XXXXX3603	07/20/2021	Turf & Industrial Equipment Co	-1,112.43	IV36859		-1,112.43	0.00	\$903.26
				786.71	IV38719	Stores Supplies	786.71	0.00	
				430.09	IV39274	Parts	430.09	0.00	
				541.82	IV39387	Parts	541.82	0.00	
				257.07	IV39444	Parts	257.07	0.00	
	XXXXX3604	07/20/2021	United Language Group LLC	1,184.92	162707	June 2021	1,184.92	0.00	\$1,184.92
	XXXXX3605	07/20/2021	United Way Bay Area	149.15	PR202128	PR202128 Contributions	149.15	0.00	\$149.15
	XXXXX3606	07/20/2021	Unity Courier Service Inc	2,750.00	469121	AC#C30744 May 2021	2,750.00	0.00	\$5,500.00



Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				2,750.00	470040	AC#C30744 Jun 2021	2,750.00	0.00	
	XXXXX3607	07/20/2021	University of California Santa Cruz	5,400.00	59093	Marquesa, Nicole 19-14-501-172	5,400.00	0.00	\$5,400.00
	XXXXX3608	07/20/2021	USDA-APHIS General	524.37	3003859393	Customer 3282817 Activity thru 06/30/2021	524.37	0.00	\$524.37
	XXXXX3609	07/20/2021	Verde Design Inc	927.50	4-2006000	Cricket Batting Cage Feasibility Study 4/26-5/25/21	927.50	0.00	\$927.50
	XXXXX3610	07/20/2021	VESTRA Resources Inc	8,657.50	SUNNYVALE _CI.82006-11	Professional Services through April 30 2021	8,657.50	0.00	\$9,827.50
				1,170.00	SUNNYVALE _CI.82018-3	GIS Technical Svc Thru 5/31/2021	1,170.00	0.00	
	XXXXX3611	07/20/2021	Kirby Canyon Recycling and Disposal Facility	734,632.23	June 2021	9911.39 tons@\$74.12/ton	734,632.23	0.00	\$734,632.23
	XXXXX3612	07/20/2021	Wilsey Ham	1,820.00	24113	On-Call Survey Svc May 2021	1,820.00	0.00	\$1,820.00
	XXXXX3613	07/20/2021	Witmer Tyson Imports Inc	874.40	T14019	April 2021 K-9 Trng & Supplies	874.40	0.00	\$874.40
	XXXXX3614	07/20/2021	YWCA of Silicon Valley	12,383.82	2021-827550 #4	Ag#2021-827550 Arp-Jun 2021	12,383.82	0.00	\$12,383.82
	XXXXX3615	07/20/2021	Robert A Bothman Inc	1,037,988.52	FAOKPKPLY GD#09	PR-16-04, PR-18-07	1,037,988.52	0.00	\$1,037,988.52
	XXXXX3616	07/20/2021	Karen E Routt	6,282.00	2021-09 REVISED	Ag#001-915723-21 Jun 2021	6,282.00	0.00	\$6,282.00
	XXXXX3617	07/20/2021	Roadway Steel & Fabrication Inc	1,585.95	6632	Supplies	1,585.95	0.00	\$1,585.95
	XXXXX3618	07/20/2021	Yamaha Motor Finance Corporation USA.	5,973.20	737159	Golf Car Lease M1703637	5,973.20	0.00	\$5,973.20
	XXXXX3619	07/20/2021	Serrano Electric Inc	2,610.00	30899	Golf Course PA System	2,610.00	0.00	\$2,610.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX3620	07/20/2021	Brian Wilkes	515.00	Jun 2021	Jun 2021 Med Insurance Reimb	515.00	0.00	\$515.00
	XXXXX3621	07/20/2021	Stryker Sales LLC	951.46	3389101M	QUIK-COMBO ELECTRODES	951.46	0.00	\$157,602.50
				1,595.43	3396265M	ELECTASSY-AED INFANTCHILD	1,595.43	0.00	
				130,975.33	3400602M	AEDs & Accessories	130,975.33	0.00	
				20,182.88	3424109M	ASSEMBLY BATTERY REPLACEMENT	20,182.88	0.00	
				3,897.40	3429561M	Automated External Defibrillators	3,897.40	0.00	
	XXXXX3622	07/20/2021	Verizon Wireless	50.00	21242798-11828306	DPS Case CR#21-2973	50.00	0.00	\$100.00
				50.00	21277076-25697762	DPS Case CR#21-3651	50.00	0.00	
	XXXXX3623	07/20/2021	Pivot Interiors Inc	9,350.00	PJIN-000056884	Civic Center Design Svc	9,350.00	0.00	\$9,350.00
	XXXXX3624	07/20/2021	Anthem Blue Cross	1,334.02	1024403791	J Chan 06/01-07/01/21 ARPA COBRA subsidy	1,334.02	0.00	\$2,668.04
				1,334.02	1024403801	J Chan 07/01-08/01/21 COBRA Subsidy	1,334.02	0.00	
	XXXXX3625	07/20/2021	San Miguel Neighborhood Association	814.44	20-21NBRGRAN TSANMIGUE L	FY 2021 Neighborhood Grant Reimb	814.44	0.00	\$814.44
	XXXXX3626	07/20/2021	Oracle America Inc	2,825.65	8641464	Oracle Cloud Infrastructure Apr 2021	2,825.65	0.00	\$2,825.65
	XXXXX3627	07/20/2021	Stearns, Conrad and Schmidt Consulting	3,835.00	0409857	LF Technical Report June 2021	3,835.00	0.00	\$3,835.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Engineers Inc						
	XXXXX3628	07/20/2021	Akiras Investments LLC	577.38	154895-8096	Utility credit balance refund	577.38	0.00	\$577.38
	XXXXX3629	07/20/2021	Adamson Police Products	13.08	INV351883	Uniform and gears for academy	13.08	0.00	\$769.18
				756.10	INV354524	Uniform and gears for academy	756.10	0.00	
	XXXXX3630	07/20/2021	AECOM Technical Services Inc	60,668.21	2000226540	WPCP Cond Assessment 07/01-03/31/19 Final Payment	60,668.21	0.00	\$60,668.21
	XXXXX3631	07/20/2021	Airgas USA LLC	192.71	9978838007	Oxygen cylinder rental	192.71	0.00	\$379.82
				187.11	9981060088	Oxygen cylinder Rental	187.11	0.00	
	XXXXX3632	07/20/2021	Alhambra	-3.99	19768402 010121 PRINT	Water	-3.99	0.00	\$128.24
				20.11	19768402 020121 PRINT	Water Charge	20.11	0.00	
				19.42	19768402 030121 PRINT	Water Charge	19.42	0.00	
				13.52	19768402 040121 PRINT	Water Charge	13.52	0.00	
				25.76	19768402 050121 PRINT	Water Charge	25.76	0.00	
				7.72	19768402 060121 DPS	Water	7.72	0.00	
				31.72	19768402 060121	Water Charge	31.72	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					PRINT				
				13.98	19768402 120120 PRINT	Water Charge	13.98	0.00	
	XXXXX3633	07/20/2021	Alpine Awards Inc	675.17	5544831	Aquatic Camp Staff Shirts	675.17	0.00	\$2,949.73
				188.48	5545844	Camp Staff Shirts 2021 Aquatics	188.48	0.00	
				2,086.08	5546054	Camp Staff Shirts. Received June1	2,086.08	0.00	
	XXXXX3634	07/20/2021	Badger Meter Inc	170.88	80073541	Orion Services for Oct 20-Sep 21	170.88	0.00	\$170.88
	XXXXX3635	07/20/2021	Bay Area Water Supply & Conservation Agy	225.00	7649	April 2021-May 2021 Droplet Technologies licensing fee	225.00	0.00	\$225.00
	XXXXX3636	07/20/2021	Bee Friendly Honey Bee Mgmt Solutions	875.00	6481	Swarm Removal	875.00	0.00	\$3,000.00
				475.00	6482	Yellow Jacket Removal	475.00	0.00	
				1,650.00	6484	Relocation of Honey Bee Hive	1,650.00	0.00	
	XXXXX3637	07/20/2021	Belkorp AG LLC	327.43	718892	Parts	327.43	0.00	\$327.43
	XXXXX3638	07/20/2021	Bentley Systems Incorporated	1,953.00	48206823	CUBE Base SELECT Subscription 02/01/21-01/31/22	1,953.00	0.00	\$1,953.00
	XXXXX3639	07/20/2021	Bibliotheca LLC	30.97	INV-US44067	3 Ebook licenses	30.97	0.00	\$857.64
				23.99	INV-US44068	1 Ebook licenses	23.99	0.00	
				17.99	INV-US44069	Cloud Library eBook License	17.99	0.00	
				784.69	INV-US44071	5 Audiobook licenses	784.69	0.00	
	XXXXX3640	07/20/2021	Bridgeall Libraries Ltd	15,600.00	SIN005228	14 Ebook licenses	15,600.00	0.00	\$15,600.00
						Annual Subscription -			

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						renewal Product Code: SUBS-R Annual Subscription - renewa			
	XXXXX3641	07/20/2021	Carl Warren & Company	8,125.00	CWC- 2006908	TPA Admin Fees for December 2020	8,125.00	0.00	\$40,625.00
				8,125.00	CWC- 2008728	TPA Admin Fee for February 2021	8,125.00	0.00	
				8,125.00	CWC- 2009596	TPA Admin Fee for March 2021	8,125.00	0.00	
				8,125.00	CWC- 2010484	TPA Admin Fee for April 2021	8,125.00	0.00	
				8,125.00	CWC- 2012164	TPA Admin Fee for June 2021	8,125.00	0.00	
	XXXXX3642	07/20/2021	Carollo Engineers	592,989.56	FB11747	WPCP secondary Treatment & Dewatering Design Project	592,989.56	0.00	\$648,006.25
				55,016.69	FB12237	Professional Services Rendered Through 6/30/2021	55,016.69	0.00	
	XXXXX3643	07/20/2021	Catholic Charities of Santa Clara County	5,120.57	2	Reimbursement for Jan - Jun 2021	5,120.57	0.00	\$5,120.57
	XXXXX3644	07/20/2021	Century Graphics	488.15	54572	Uniform polos for records department	488.15	0.00	\$1,255.99
				767.84	54859	Uniform Polos	767.84	0.00	
	XXXXX3647	07/20/2021	Cintas Loc #38K	-739.53	1702505018		-739.53	0.00	\$4,665.45
				9.93	4061913515		9.93	0.00	
				6.53	4077619118		6.53	0.00	
				7.87	4077619125		7.87	0.00	
				105.24	4077619324		105.24	0.00	
				6.53	4078281308		6.53	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				7.87	4078281321		7.87	0.00	
				44.10	4078281420		44.10	0.00	
				6.53	4078938945		6.53	0.00	
				7.87	4078938986		7.87	0.00	
				44.10	4078939164		44.10	0.00	
				5.60	4079600173		5.60	0.00	
				7.87	4079600202		7.87	0.00	
				44.10	4079600343		44.10	0.00	
				9.74	4080302199		9.74	0.00	
				5.60	4080302235		5.60	0.00	
				42.23	4080302268		42.23	0.00	
				9.74	4080911858		9.74	0.00	
				5.60	4080911888		5.60	0.00	
				42.23	4080911915		42.23	0.00	
				9.74	4081583501		9.74	0.00	
				5.60	4081583546		5.60	0.00	
				42.23	4081583577		42.23	0.00	
				5.60	4082229920		5.60	0.00	
				9.74	4082229971		9.74	0.00	
				41.67	4082230063		41.67	0.00	
				42.30	4082894630		42.30	0.00	
				9.74	4082894641		9.74	0.00	
				5.60	4082894669		5.60	0.00	
				152.09	4086169537		152.09	0.00	
				2.82	4086169599		2.82	0.00	
				9.93	4086169700		9.93	0.00	
				20.01	4086169706		20.01	0.00	
				162.54	4086169724		162.54	0.00	
				193.06	4086169731		193.06	0.00	
				320.05	4086169769		320.05	0.00	
				333.55	4086169842		333.55	0.00	
				2.82	4086888540		2.82	0.00	
				152.09	4086888642		152.09	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				20.01	4086888667		20.01	0.00	
				320.05	4086888678		320.05	0.00	
				162.54	4086888684		162.54	0.00	
				206.08	4086888718		206.08	0.00	
				333.55	4086888758		333.55	0.00	
				9.93	4086888768		9.93	0.00	
				2.82	4087502433		2.82	0.00	
				152.09	4087502473		152.09	0.00	
				20.01	4087502527		20.01	0.00	
				162.54	4087502593		162.54	0.00	
				320.05	4087502606		320.05	0.00	
				9.93	4087502628		9.93	0.00	
				205.19	4087502675		205.19	0.00	
				333.55	4087502677		333.55	0.00	
				152.09	4088186873		152.09	0.00	
				2.82	4088186903		2.82	0.00	
				162.54	4088186917		162.54	0.00	
				20.01	4088186936		20.01	0.00	
				320.05	4088186955		320.05	0.00	
				9.93	4088187017		9.93	0.00	
				333.55	4088187057		333.55	0.00	
				205.19	4088187062		205.19	0.00	
	XXXXX3648	07/20/2021	Creative Security Company Inc	2,014.00	63896	Patrol	2,014.00	0.00	\$4,028.00
				2,014.00	64389	Patrol	2,014.00	0.00	
	XXXXX3649	07/20/2021	Davey Resource Group	6,600.00	915510350	Tree work at Las Palmas Park	6,600.00	0.00	\$15,840.00
				5,280.00	915588210	Tree Pruning	5,280.00	0.00	
				3,960.00	915614399	Tree Removal	3,960.00	0.00	
	XXXXX3650	07/20/2021	Dell Marketing LP	108.81	10495720502		108.81	0.00	\$18,866.86
				10,647.13	10497084003	PowerEdge R640 Server	10,647.13	0.00	
				8,110.92	10497316250	V Precision 3650 Tower CTO BASE	8,110.92	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX3651	07/20/2021	Detail Plus	75.00	14457	Hand Wash -16 Ford Transit	75.00	0.00	\$75.00
	XXXXX3652	07/20/2021	E-Z-Go Textron Inc	100.93	92550045	Bushing	100.93	0.00	\$100.93
	XXXXX3653	07/20/2021	Earth Share of California	39.34	PR202128	PR202128	39.34	0.00	\$39.34
	XXXXX3654	07/20/2021	EOA Inc	14,306.24	SU58-0521	Consulting Services MAY 2021	14,306.24	0.00	\$34,093.35
				19,787.11	SU58-0621	Consulting Services for June 2021	19,787.11	0.00	
	XXXXX3655	07/20/2021	Esbro	1,602.80	79062	Supplies	1,602.80	0.00	\$13,247.82
				1,219.21	80476	Supplies	1,219.21	0.00	
				1,408.21	80882	Chemicals	1,408.21	0.00	
				1,790.86	81336	Chemicals	1,790.86	0.00	
				1,907.68	81849	Chemicals	1,907.68	0.00	
				1,376.60	82476	Chemicals	1,376.60	0.00	
				1,704.97	82891	Chemicals	1,704.97	0.00	
				1,104.76	83852	Chemicals	1,104.76	0.00	
				1,132.73	84211	Chemicals	1,132.73	0.00	
	XXXXX3656	07/20/2021	FedEx	15.22	7-356-23961		15.22	0.00	\$37.72
				12.83	7-356-58797	FedEx delivery to John Nagel	12.83	0.00	
				9.67	7-379-69633		9.67	0.00	
	XXXXX3657	07/20/2021	Fire & Risk Alliance LLC	34,332.20	132-001-59	Plan Review & Inspection services	34,332.20	0.00	\$60,111.24
				25,779.04	132-001-61	Plan Review & Inspection services	25,779.04	0.00	
	XXXXX3658	07/20/2021	FitGuard Inc	95.00	0000176409		95.00	0.00	\$570.00
				95.00	0000176410		95.00	0.00	
				95.00	0000176411		95.00	0.00	
				95.00	0000176412		95.00	0.00	
				95.00	0000176560		95.00	0.00	
				95.00	0000176563		95.00	0.00	



Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX3659	07/20/2021	Fix Air	28.40	3076385		28.40	0.00	\$121.77
				93.37	3076406		93.37	0.00	
	XXXXX3660	07/20/2021	FleetPride Inc	142.00	76730857	Parts HD	142.00	0.00	\$142.00
	XXXXX3661	07/20/2021	Foster Bros Security Systems Inc	434.91	323643		434.91	0.00	\$15,359.10
				73.46	325063		73.46	0.00	
				14,850.73	325493		14,850.73	0.00	
	XXXXX3662	07/20/2021	Frank A Olsen Co Inc	989.68	246862	Parts	989.68	0.00	\$989.68
	XXXXX3663	07/20/2021	Gardenland Power Equipment	258.95	822815		258.95	0.00	\$258.95
	XXXXX3664	07/20/2021	Garton Tractor Inc	645.24	CF21090		645.24	0.00	\$645.24
	XXXXX3665	07/20/2021	Grainger	16,858.10	9815501508	Communication System	16,858.10	0.00	\$16,858.10
	XXXXX3666	07/20/2021	Green Halo Systems Inc	3,036.00	3162	Hosting and Tech Support 06/01-05/31/22	3,036.00	0.00	\$3,036.00
	XXXXX3667	07/20/2021	GRM Information Management Services	1,379.42	0115732	Storage fee for May 2021	1,379.42	0.00	\$1,379.42
	XXXXX3669	07/20/2021	Hetnet Wireless LLC	750.00	3300	FY20/21 radio testing services	750.00	0.00	\$34,575.00
				1,500.00	3301	FY20/21 radio testing services	1,500.00	0.00	
				750.00	3302	FY20/21 radio testing services	750.00	0.00	
				1,000.00	3303	FY20/21 radio testing services	1,000.00	0.00	
				900.00	3304	FY20/21 radio testing services	900.00	0.00	
				1,500.00	3305	FY20/21 radio testing services	1,500.00	0.00	
				2,000.00	3313	FY20/21 radio testing	2,000.00	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						services			
				600.00	3325	FY20/21 radio testing services	600.00	0.00	
				1,250.00	3326		1,250.00	0.00	
				600.00	3327	FY20/21 radio testing services	600.00	0.00	
				1,500.00	3330	FY20/21 radio testing services	1,500.00	0.00	
				1,500.00	3331	radio testing services	1,500.00	0.00	
				6,000.00	3332	radio testing services	6,000.00	0.00	
				2,000.00	3333	radio testing services	2,000.00	0.00	
				1,000.00	3343		1,000.00	0.00	
				750.00	3344		750.00	0.00	
				1,000.00	3345	radio testing services	1,000.00	0.00	
				675.00	3366	radio testing services	675.00	0.00	
				2,000.00	3367	radio testing services	2,000.00	0.00	
				600.00	3374	radio testing services	600.00	0.00	
				450.00	3425	radio testing services	450.00	0.00	
				750.00	3426	radio testing services	750.00	0.00	
				1,250.00	3427	Radio testing services	1,250.00	0.00	
				2,250.00	3472	Radio testing services	2,250.00	0.00	
				2,000.00	3473	Radio testing services	2,000.00	0.00	
	XXXXX3670	07/20/2021	Insight Public Sector Inc	4,062.68	1100801166	Cisco Integrated Services Router	4,062.68	0.00	\$17,752.05
				1,342.69	1100801392	Cisco Net Total care Software	1,342.69	0.00	
				2,554.96	1100807326	BL010617	2,554.96	0.00	
				1,772.46	1100814597	Cisco Digital Network Arch.	1,772.46	0.00	
				5,146.35	1100815415	Network Essentials	5,146.35	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				2,872.91	1100823818	Cisco IP Phone 8841 - VoIP phone	2,872.91	0.00	
	XXXXX3671	07/20/2021	ITRON Inc	8,000.00	584396	Mobile Radio, USB Cable and Charger	8,000.00	0.00	\$8,000.00
	XXXXX3672	07/20/2021	JobTrain	41,197.00	YOUTHFY2112	June 2021	41,197.00	0.00	\$41,197.00
	XXXXX3673	07/20/2021	Johnson Roberts & Assoc Inc	52.50	144667	PHQ Reports	52.50	0.00	\$682.50
				122.50	145313	PHQ Reports	122.50	0.00	
				17.50	145379	PHQ Report	17.50	0.00	
				385.00	145720	PHQ Report -16	385.00	0.00	
				70.00	145779	PHQ Report	70.00	0.00	
				35.00	145982	PHQ Reports	35.00	0.00	
	XXXXX3674	07/20/2021	Kimley Horn & Assoc Inc	600.00	097318031-0621	Wolfe & Dartshire Svc Thru 6/30/2021	600.00	0.00	\$3,204.14
				2,604.14	19104642	DILEMMA ZONE II Svc Thru 6/30/2021	2,604.14	0.00	
	XXXXX3675	07/20/2021	KME Fire Apparatus	419.79	ca 555844	Parts	419.79	0.00	\$990.35
				71.62	ca 555885	Supplies	71.62	0.00	
				427.08	ca 555926	Supplies	427.08	0.00	
				71.86	ca 555947	Supplies	71.86	0.00	
	XXXXX3676	07/22/2021	State of CA - Dept of Forestry & Fire	1,425.00	FS-S1900273	FSTEP Trng S-190 6/18/2021	1,425.00	0.00	\$1,425.00
	XXXXX3677	07/22/2021	State of CA - Dept of Forestry & Fire	1,425.00	FS-I3000229	FSTEP Training 1-300 6/14/21 - 6/16/21	1,425.00	0.00	\$1,425.00
	XXXXX3678	07/22/2021	Adamson Police Products	49.04	INV356247	Uniform and gear for academy	49.04	0.00	\$49.04
	XXXXX3679	07/22/2021	Airgas USA LLC	578.62	9114928424		578.62	0.00	\$897.30
				318.68	9981096626		318.68	0.00	
	XXXXX3680	07/22/2021	Alameda County Information Tech Dept	2,126.28	112-2106056	Monthly connect to AWS June 2021	2,126.28	0.00	\$2,126.28
	XXXXX3681	07/22/2021	Alhambra	12.49	19768402010121 ESD	Water Bottle	12.49	0.00	\$100.10
				2.99	19768402	Water bottles for	2.99	0.00	

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					020121 ESD	office			
				2.99	19768402 030121 ESD	Water bottles for office	2.99	0.00	
				2.99	19768402 040121 ESD	Water Bottles for office	2.99	0.00	
				2.99	19768402 050121 ESD	Water bottles for Office	2.99	0.00	
				7.72	19768402 060121 DPS FIRE	Water	7.72	0.00	
				2.99	19768402 060121 ESD	Water bottles for office	2.99	0.00	
				64.94	19768402 120120 ESD	Water Bottles	64.94	0.00	
	XXXXX3682	07/22/2021	All City Management Services Inc	28,663.80	70259	School Crossing Guard Services	28,663.80	0.00	\$28,663.80
	XXXXX3683	07/22/2021	Always Under Pressure	670.45	94669	Parts & Labor	670.45	0.00	\$670.45
	XXXXX3684	07/22/2021	American Red Cross	160.00	22354480	Lifeguard Certifications	160.00	0.00	\$160.00
	XXXXX3685	07/22/2021	AMS.NET Inc	5,088.70	Invoice-0045633		5,088.70	0.00	\$7,023.70
				1,935.00	Invoice-0047159	Washington Swim Center Camera Mounting	1,935.00	0.00	
	XXXXX3686	07/22/2021	Badger Meter Inc	5,767.20	80073542	Orion services Jan 20-Dec 21	5,767.20	0.00	\$5,767.20
	XXXXX3687	07/22/2021	Bay Area PL Services	706.50	6207	Phlebotomist services	706.50	0.00	\$4,553.00
				863.50	6455	Phlebotomist services Feb 2021	863.50	0.00	
				628.00	6907	Phlebotomist services April 2021	628.00	0.00	

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				1,727.00	7042	Phlebotomist services MAY 2021	1,727.00	0.00	
				628.00	7368	Phlebotomist services June 21	628.00	0.00	
	XXXXX3688	07/22/2021	Bellecci & Assoc Inc	115,071.75	20002-M	Services for June 2021	115,071.75	0.00	\$115,071.75
	XXXXX3689	07/22/2021	Biggs Cardosa Assoc Inc	23,475.63	81691	Fair Oaks Bridge Rehabilitation Project thru 06/30/21	23,475.63	0.00	\$23,475.63
	XXXXX3690	07/22/2021	Brad Cox Architect Inc	4,231.50	BCA 2021-06	Park Buildings Rehabilitation June 2021	4,231.50	0.00	\$4,231.50
	XXXXX3691	07/22/2021	Carollo Engineers	46,316.80	FB10825	Professional Services through 04/30/21	46,316.80	0.00	\$49,786.56
				3,469.76	FB11766	Professional Services through 05/31/21	3,469.76	0.00	
	XXXXX3692	07/22/2021	Casper Airport Solutions Inc	45,964.00	CAS-2021-1020	Casper License, Support & Maint. 02/01/21-01/31/22	45,964.00	0.00	\$45,964.00
	XXXXX3693	07/22/2021	CDM Smith	431,369.53	90128785	Services from May 30, 2021 through June 30, 2021	431,369.53	0.00	\$431,369.53
	XXXXX3694	07/22/2021	Century Graphics	189.05	54414		189.05	0.00	\$189.05
	XXXXX3695	07/22/2021	City & County of San Francisco	12,321.52	SLIN3-004	June 2021 Payment	12,321.52	0.00	\$12,321.52
	XXXXX3696	07/22/2021	City of Santa Clara	3,491.94	JAN-MAY2021	Dec 20 -MAY 2021 AC00017353-01	3,491.94	0.00	\$4,082.52
				590.58	JUNE 2021	Account Number 00017353-01 Route Number 127 June2021	590.58	0.00	
	XXXXX3697	07/22/2021	Concentra	485.00	71033161	Pre-Employment	485.00	0.00	\$7,871.50
				2,360.00	71617554	Pre-Employment	2,360.00	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				100.00	71618465	Pre-Employment	100.00	0.00	
				1,456.50	71689558	Pre-Employment	1,456.50	0.00	
				2,421.50	71762640	Pre Employment	2,421.50	0.00	
				1,048.50	71845017	Pre Employment Invoice	1,048.50	0.00	
	XXXXX3698	07/22/2021	CSG Consultants Inc	880.00	36987	Project Mgmt. through 04/30/21	880.00	0.00	\$880.00
	XXXXX3699	07/22/2021	Dahlin Group	2,357.50	2106-106	Washington Community Swim Center Prof. Services June 2021	2,357.50	0.00	\$2,357.50
	XXXXX3700	07/22/2021	Ewing Irrigation Products Inc	200.71	14234124		200.71	0.00	\$200.71
	XXXXX3701	07/22/2021	Faducci LLC	64,100.00	4	Final compensation for the fabrication, storage and installation of the artwork for the Washington Swim Center,	64,100.00	0.00	\$64,100.00
	XXXXX3702	07/22/2021	FitGuard Inc	222.20	0000177652	Preventive Maintenance and parts	222.20	0.00	\$222.20
	XXXXX3703	07/22/2021	Foster Bros Security Systems Inc	45.78	320941	Parts	45.78	0.00	\$94.57
				48.79	324463	Parts shop bulk	48.79	0.00	
	XXXXX3704	07/22/2021	Gardenland Power Equipment	641.14	827243	Parts and Labor	641.14	0.00	\$641.14
	XXXXX3705	07/22/2021	Garton Tractor Inc	139.53	CF21182	Parts	139.53	0.00	\$353.17
				213.64	CF21780	Parts	213.64	0.00	
	XXXXX3706	07/22/2021	The Goodyear Tire & Rubber Co	218.26	189-1106760	Labor	218.26	0.00	\$516.88
				298.62	189-1106798	Parts	298.62	0.00	
	XXXXX3707	07/22/2021	Hawk Analytics Inc	4,995.00	INV24144	CellHawk Subscription-12	4,995.00	0.00	\$4,995.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						months			
	XXXXX3708	07/22/2021	ImageTrend Inc	11,449.03	127114	SaaS	11,449.03	0.00	\$11,449.03
	XXXXX3709	07/22/2021	Inhouse Commercial Recyclers LLC	600.00	2102T71S8		600.00	0.00	\$600.00
	XXXXX3710	07/22/2021	Interstate Sales	5,832.95	7627		5,832.95	0.00	\$5,832.95
	XXXXX3711	07/22/2021	Jacobs Project Management Co	377,714.42	R5W72001-016	Construction mgmt. serv 05/29-06/30/21	377,714.42	0.00	\$377,714.42
	XXXXX3712	07/22/2021	JobTrain	14,828.00	YOUTHFY2113	June 20021	14,828.00	0.00	\$14,828.00
	XXXXX3713	07/22/2021	Johnson Roberts & Assoc Inc	122.50	143088	Sworn PHQ Report	122.50	0.00	\$675.00
				150.00	143525	Sworn PHQ	150.00	0.00	
				105.00	143638	Sworn PHQ Report	105.00	0.00	
				175.00	144204	Sworn PHQ	175.00	0.00	
				105.00	144685	Sworn PHQ Report	105.00	0.00	
				17.50	144719	Sworn PHQ Reports	17.50	0.00	
	XXXXX3714	07/22/2021	Kimley Horn & Assoc Inc	29,635.80	097318026-0621	EL CAMINO TS FEASIBILITY Thru 6/30/2021	29,635.80	0.00	\$39,342.68
				9,706.88	19088002	18/19 & 19/20 TFCA TIMING Svc Thru 6/30/2021	9,706.88	0.00	
	XXXXX3715	07/22/2021	Kronos Inc	1,035.75	11780000	Workforce Telestaff IVR Svc May 2021	1,035.75	0.00	\$1,035.75
	XXXXX3716	07/22/2021	L N Curtis & Sons Inc	1,226.25	INV439298	Supplies	1,226.25	0.00	\$5,457.81
				397.85	INV439409	Supplies	397.85	0.00	
				3,286.35	INV452303	Rope / Rescue Replacement Program	3,286.35	0.00	
				547.36	INV497615	Ehydraulic Cutters Repair	547.36	0.00	
	XXXXX3717	07/22/2021	Mission Linen Service	75.47	514866124	Linen Rental	75.47	0.00	\$75.47

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX3718	07/22/2021	MWA Architects Inc	2,865.00	201727.00 - 35R	Admin and Lab Building May 2021	2,865.00	0.00	\$34,853.38
				31,988.38	201727.00 - 36	Admin and Lab Building June 2021	31,988.38	0.00	
	XXXXX3719	07/22/2021	Nutrien AG Solutions Inc	6,649.00	45813120	Supplies	6,649.00	0.00	\$6,649.00
	XXXXX3720	07/22/2021	Project Sentinel Inc	19,669.97	PS-422-063021	Ag#2020-827550 Apr-Jun 2021	19,669.97	0.00	\$26,750.00
				7,080.03	PS-521-063021	Ag#830630 Ar--Jun 2021	7,080.03	0.00	
	XXXXX3721	07/22/2021	Questica Inc	277.50	INV107846	Rework SV Capital Actual Cost Integration	277.50	0.00	\$277.50
	XXXXX3722	07/22/2021	Redgwick Construction Co	150,105.13	HmsteadRd@HmsteadHigh #02	TR-18-06	150,105.13	0.00	\$150,105.13
	XXXXX3723	07/22/2021	Safeway Inc	186.70	00727641-051421	5/14/2021 Purchase	186.70	0.00	\$186.70
	XXXXX3724	07/22/2021	County of Santa Clara	1,603.00	H7998387302	CR21-2741 4/23/21 SART Exam	1,603.00	0.00	\$4,180.00
				2,577.00	H7999389803	CR-21-106-0345 4/23/21 SART Exam	2,577.00	0.00	
	XXXXX3725	07/22/2021	Silicon Valley Leadership	1,500.00	FY 2020-21 Q4	Leadership SV FY20/21 Qtr 4 4/8/21-6/16/21	1,500.00	0.00	\$1,500.00
	XXXXX3726	07/22/2021	Silicon Valley Auto Body Inc	3,775.00	81341	Towing Service	3,775.00	0.00	\$3,775.00
	XXXXX3727	07/22/2021	Sunnyvale Ford	144.15	181116FOW	Parts	144.15	0.00	\$144.15
	XXXXX3728	07/22/2021	Verizon Wireless	51.04	9883701890	AC#642069813-00001 Jun 10 -Jul 09 2021	51.04	0.00	\$51.04
	XXXXX3729	07/22/2021	Debra A Chromczak	1,686.25	85	Burrowing Owl	1,686.25	0.00	\$1,686.25



Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						Habitat Monitoring for January-March 2021			
	XXXXX3730	07/22/2021	ID Wholesaler	109.47	INV6576947		109.47	0.00	\$109.47
	XXXXX3731	07/22/2021	Battery Systems Inc	613.77	6779427	Parts	613.77	0.00	\$613.77
	XXXXX3732	07/22/2021	Darrell Ray Miller	1,150.00	2020214	Instructor costs for Fire Control 4 7/27/21 - 7/28/21	1,150.00	0.00	\$1,150.00
	XXXXX3733	07/22/2021	Green Pro Solutions	1,347.27	20036	Supplies	1,347.27	0.00	\$1,347.27
EFT	XXXXX4146	07/20/2021	Emmett P Larkin	621.00	EXP0000183 82392	Tuition Reimbursement Human Resource Management FY20/21	621.00	0.00	\$621.00
	XXXXX4147	07/20/2021	Paul G Fukuma	555.00	EXP0000182 71356	Misc Training Reimbursement 062321	555.00	0.00	\$555.00
	XXXXX4148	07/20/2021	Shawn M Nunes	389.00	EXP0000183 18419	Travel Monterey 062721	389.00	0.00	\$389.00
	XXXXX4149	07/20/2021	Tiffany R Shillito	389.00	EXP0000182 06156	Travel Monterey 062721	389.00	0.00	\$389.00
	XXXXX4150	07/20/2021	Regan G Williams Junior	621.00	EXP0000184 35457	Tuition Reimbursement Conflict Management FY20/21	621.00	0.00	\$621.00
	XXXXX4151	07/20/2021	Thao Thanh Thi Nguyen	230.72	EXP0000181 43613	Tuition Reimbursement Econ 1A FY20/21	230.72	0.00	\$230.72
	XXXXX4152	07/22/2021	Jessi F Montgomery	1,111.14	EXP0000186 29011	Travel San Diego 071121	1,111.14	0.00	\$1,111.14
	XXXXX4153	07/22/2021	Dzanh K Le	373.80	EXP0000185 56037	Travel Folsom 071121	373.80	0.00	\$373.80

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX4154	07/22/2021	Jeromy R Lima	85.00	EXP000018629114	Travel Fremont 071221	85.00	0.00	\$85.00
	XXXXX4155	07/22/2021	Stephen Michael Napier	27.24	EXP000018367496	Misc Meter Reader Phone Lanyard 062421	27.24	0.00	\$27.24
	XXXXX4156	07/22/2021	John L Simontacchi	76.24	EXP000018713160	Misc_3 Potrillos Taqueria/7-11_07-17-21	76.24	0.00	\$76.24
WIRE	XXXXX4141	07/20/2021	Bay Counties SMaRT	1,498,493.85	June 2021	June contract payment by wire transfer on 7/25/21 Wire Date: 7/16/2021	1,498,493.85	0.00	\$1,498,493.85
	XXXXX4142	07/20/2021	Carl Warren & Company	37,993.00	June 2021	Liability Trust Fund Replenishment Wire Date: 7/8/2021	37,993.00	0.00	\$37,993.00
	XXXXX4143	07/20/2021	Valley Water	1,640,394.42	TI002496	Valley Water Treated Water Usage, June 2021 Wire Date 7/16/2021	1,640,394.42	0.00	\$1,640,394.42
	XXXXX4144	07/20/2021	San Francisco Public Utilities Commission	1,500,250.60	006022021-07012021	Purchased Water from SFPUC, June 2021 Wire Date: 7/16/2021	1,500,250.60	0.00	\$1,500,250.60
	XXXXX4145	07/20/2021	Wells Fargo	230.00	213002-2021-07-20	Paid on behalf of Andrade Joseph	230.00	0.00	\$121,621.45
				70.80	213003-2021-07-20	Paid on behalf of Hextell Nancy	70.80	0.00	
				156.56	213004-2021-07-20	Paid on behalf of Henderson Kevin	156.56	0.00	
				776.77	213005-2021-07-20	Paid on behalf of Johnson Tisha	776.77	0.00	
				635.59	213006-2021-07-20	Paid on behalf of Gamble Deborah	635.59	0.00	
				1,512.63	213007-2021-	Paid on behalf of	1,512.63	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					07-20	Lofranco John			
				273.80	213008-2021-07-20	Paid on behalf of Huerta Rene	273.80	0.00	
				734.91	213009-2021-07-20	Paid on behalf of Wilson Rodney	734.91	0.00	
				2,258.71	213010-2021-07-20	Paid on behalf of Hill Trenton	2,258.71	0.00	
				3,281.38	213011-2021-07-20	Paid on behalf of Raygoza Jesus	3,281.38	0.00	
				62.24	213012-2021-07-20	Paid on behalf of Medina Roberto	62.24	0.00	
				34.00	213013-2021-07-20	Paid on behalf of Diaz Aracely	34.00	0.00	
				1,081.02	213014-2021-07-20	Paid on behalf of Belcher Douglas	1,081.02	0.00	
				519.77	213015-2021-07-20	Paid on behalf of Gamez Alberto	519.77	0.00	
				394.00	213016-2021-07-20	Paid on behalf of Filipovic Bonnie	394.00	0.00	
				78.15	213017-2021-07-20	Paid on behalf of Jensen Julie	78.15	0.00	
				174.18	213018-2021-07-20	Paid on behalf of Tokutomi Eric	174.18	0.00	
				428.19	213019-2021-07-20	Paid on behalf of Rodriguez Pedro	428.19	0.00	
				6,382.81	213020-2021-07-20	Paid on behalf of Ng Jennifer	6,382.81	0.00	
				-74.95	213021-2021-07-20	Paid on behalf of Sipes Jeffrey	-74.95	0.00	
				20,529.71	213022-2021-07-20	Paid on behalf of Ketell Victoria	20,529.71	0.00	
				459.11	213023-2021-07-20	Paid on behalf of Mckinley Joseph	459.11	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				158.15	213024-2021-07-20	Paid on behalf of Gutierrez Monica	158.15	0.00	
				527.31	213025-2021-07-20	Paid on behalf of Nguyen Thao Thanh	527.31	0.00	
				247.80	213026-2021-07-20	Paid on behalf of Young George	247.80	0.00	
				803.42	213027-2021-07-20	Paid on behalf of Holden Katrina	803.42	0.00	
				585.96	213028-2021-07-20	Paid on behalf of Bracamonte Markus	585.96	0.00	
				88.93	213029-2021-07-20	Paid on behalf of Plonka Marie	88.93	0.00	
				363.50	213030-2021-07-20	Paid on behalf of Greenfield Elizabeth	363.50	0.00	
				157.06	213031-2021-07-20	Paid on behalf of Choi Yong Nan	157.06	0.00	
				9,555.73	213032-2021-07-20	Paid on behalf of Mason Lisa	9,555.73	0.00	
				316.89	213033-2021-07-20	Paid on behalf of Nguyen Alex	316.89	0.00	
				1,550.00	213034-2021-07-20	Paid on behalf of Rodriguez Maria	1,550.00	0.00	
				186.43	213035-2021-07-20	Paid on behalf of Gutierrez Randy	186.43	0.00	
				800.42	213036-2021-07-20	Paid on behalf of Serfoss Charles	800.42	0.00	
				582.08	213037-2021-07-20	Paid on behalf of Alanis-Richelle Edith	582.08	0.00	
				126.67	213038-2021-07-20	Paid on behalf of Dance Kristin	126.67	0.00	
				92.62	213039-2021-07-20	Paid on behalf of Jacquemet Paul	92.62	0.00	
				1,530.81	213040-2021-	Paid on behalf of	1,530.81	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					07-20	Theyskens William			
				13.86	213041-2021-07-20	Paid on behalf of Belanger Richard	13.86	0.00	
				81.45	213042-2021-07-20	Paid on behalf of Asche Matthew	81.45	0.00	
				36.91	213043-2021-07-20	Paid on behalf of Avila Saul	36.91	0.00	
				510.57	213044-2021-07-20	Paid on behalf of Contreras Audel	510.57	0.00	
				119.14	213045-2021-07-20	Paid on behalf of Brown James	119.14	0.00	
				921.70	213046-2021-07-20	Paid on behalf of Mcelroy Scott	921.70	0.00	
				134.39	213047-2021-07-20	Paid on behalf of Charles Rodolfo	134.39	0.00	
				142.42	213048-2021-07-20	Paid on behalf of Medina Gerardo	142.42	0.00	
				905.00	213049-2021-07-20	Paid on behalf of Kashitani Timothy	905.00	0.00	
				107.14	213050-2021-07-20	Paid on behalf of Tano Troy	107.14	0.00	
				557.00	213051-2021-07-20	Paid on behalf of Ruiz Graciela	557.00	0.00	
				499.43	213052-2021-07-20	Paid on behalf of Barajas Jerardo	499.43	0.00	
				-2,601.83	213053-2021-07-20	Paid on behalf of Barajas Sandra	-2,601.83	0.00	
				75.71	213054-2021-07-20	Paid on behalf of Barajas Emiliano	75.71	0.00	
				550.00	213055-2021-07-20	Paid on behalf of Ragsdale Michele Bridget	550.00	0.00	
				3,659.26	213056-2021-	Paid on behalf of	3,659.26	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					07-20	Luckey Priscilla			
				575.00	213057-2021-07-20	Paid on behalf of Lofranco Delanie	575.00	0.00	
				4,802.74	213058-2021-07-20	Paid on behalf of Espinoza Leonard	4,802.74	0.00	
				2,717.81	213059-2021-07-20	Paid on behalf of Callaghan Julie	2,717.81	0.00	
				1,470.75	213060-2021-07-20	Paid on behalf of Kashitani Jamie	1,470.75	0.00	
				7,198.18	213061-2021-07-20	Paid on behalf of Buczeke Walter	7,198.18	0.00	
				1,076.34	213062-2021-07-20	Paid on behalf of Martinez Melena Gabriela	1,076.34	0.00	
				1,137.49	213063-2021-07-20	Paid on behalf of Bautista Mario	1,137.49	0.00	
				715.00	213064-2021-07-20	Paid on behalf of Garcia Claire	715.00	0.00	
				1,403.99	213065-2021-07-20	Paid on behalf of Gissibl Karen	1,403.99	0.00	
				708.67	213066-2021-07-20	Paid on behalf of Griffith Jonathan	708.67	0.00	
				7,413.68	213067-2021-07-20	Paid on behalf of Bayani Rafael	7,413.68	0.00	
				7,539.38	213068-2021-07-20	Paid on behalf of Klackle Chris	7,539.38	0.00	
				1,369.50	213069-2021-07-20	Paid on behalf of Chuck Michelle	1,369.50	0.00	
				261.40	213070-2021-07-20	Paid on behalf of Ashe Jesse	261.40	0.00	
				120.00	213071-2021-07-20	Paid on behalf of Tsang Lillian	120.00	0.00	
				116.02	213072-2021-	Paid on behalf of	116.02	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					07-20	Thompson Kori			
				897.64	213073-2021-07-20	Paid on behalf of Padilla Tony	897.64	0.00	
				415.93	213074-2021-07-20	Paid on behalf of Dougherty Chancellor	415.93	0.00	
				952.97	213075-2021-07-20	Paid on behalf of Gott Tracey	952.97	0.00	
				25.00	213076-2021-07-20	Paid on behalf of Chetcuti Marie	25.00	0.00	
				605.07	213077-2021-07-20	Paid on behalf of Rich Elizabeth	605.07	0.00	
				4,688.74	213078-2021-07-20	Paid on behalf of Cornejo Charles	4,688.74	0.00	
				58.21	213079-2021-07-20	Paid on behalf of Carrasco Christopher	58.21	0.00	
				5,766.77	213080-2021-07-20	Paid on behalf of Le Kien Ricky	5,766.77	0.00	
				325.70	213081-2021-07-20	Paid on behalf of Bailey Camron	325.70	0.00	
				145.25	213082-2021-07-20	Paid on behalf of Villalobos Jose	145.25	0.00	
				416.92	213083-2021-07-20	Paid on behalf of Dunklee Chaunacey	416.92	0.00	
				837.01	213084-2021-07-20	Paid on behalf of Wong Jennifer	837.01	0.00	
				50.98	213085-2021-07-20	Paid on behalf of Howard Jonathan	50.98	0.00	
				280.66	213086-2021-07-20	Paid on behalf of Smith Robin	280.66	0.00	
				411.02	213087-2021-07-20	Paid on behalf of De La Cerda Melanie	411.02	0.00	
				3,732.32	213088-2021-	Paid on behalf of	3,732.32	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					07-20	Latini Candi			
Grand Total				9,820,966.40			9,820,966.40	0.00	\$9,820,966.40



City of Sunnyvale

**LIST # 086**

**List of All Claims and Bills Approved for Payment  
For Payments Dated 07/25/2021 through 07/31/2021**

**Sorted by Payment Type, Payment Number and Invoice Number**

<b>Payment Type</b>	<b>Payment #.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Amount Paid</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Payment Total</b>
CHECK	XXXXX3734	07/27/2021	Applied Industrial Technologies	372.50	7020398709	Stearn Brakes	372.50	0.00	\$372.50
	XXXXX3735	07/27/2021	Department of Conservation	3,600.00	WORK ORDER	Work Order for Assessment of Geologic Hazard Reports	3,600.00	0.00	\$3,600.00
	XXXXX3736	07/27/2021	Joseph J Albanese Inc	412,252.94	FOAOHBRIDGE#12	TR-13/01-16	412,252.94	0.00	\$412,252.94
	XXXXX3737	07/27/2021	Judicial Council of California	1,700.00	AUGUST 2021	License fee for Facility No.43-F-Superior Court Parking lot	1,700.00	0.00	\$1,700.00
	XXXXX3738	07/27/2021	Liebert Cassidy Whitmore	4,410.00	1520731.	Bay Area Employment Relations Consortium Mbr 7/1/21-6/30/22	4,410.00	0.00	\$4,410.00
	XXXXX3739	07/27/2021	Pacific Gas & Electric Co	6,332.97	0008027757-7	1444 Borregas Ave/WPCP Departing Load	6,332.97	0.00	\$110,763.88
				552.07	0607513452-5 0621	Traffic Signals	552.07	0.00	
				12,107.61	3272592818-1 0621	Parks & Fields	12,107.61	0.00	
				10,372.77	3564259466-3 0621	Traffic Signals	10,372.77	0.00	
				659.61	5689257244-	Landscape H2O	659.61	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					9 0621				
				23,710.12	6022590556-5 0621	H2O Supply	23,710.12	0.00	
				47,357.04	8100862765-5 0621	City Owned St & Hwy Lighting	47,357.04	0.00	
				9,671.69	9147590356-2 0621	Golf Courses	9,671.69	0.00	
	XXXXX3740	07/27/2021	Safeway Inc	158.51	00726605-060821	6/8/2021 Purchase	158.51	0.00	\$158.51
	XXXXX3741	07/27/2021	Lisa G Rosenblum	22.39	August 2021	Medical Reimbursement June 2021	22.39	0.00	\$22.39
	XXXXX3742	07/27/2021	Benefit Coordinators Corporation	45,803.60	9544	July 2021 life insurance and long term disability (non PSOA)	45,803.60	0.00	\$45,803.60
	XXXXX3743	07/27/2021	Ann Durkes	40.70	August 2021	Medical Reimbursement August 2021	40.70	0.00	\$40.70
	XXXXX3744	07/27/2021	Charles Eaneff	708.56	August 2021	Medical Reimbursement August 2021	708.56	0.00	\$708.56
	XXXXX3745	07/27/2021	Lynne Kilpatrick	40.02	August 2021	Medical Reimbursement August 2021	40.02	0.00	\$40.02
	XXXXX3746	07/27/2021	Albert Scott	54.62	August 2021	Medical Reimbursement August 2021	54.62	0.00	\$54.62
	XXXXX3747	07/27/2021	Robert Van Heusen	891.22	August 2021	Medical Reimbursement August 2021	891.22	0.00	\$891.22
	XXXXX3748	07/27/2021	Glenn Fortin	471.62	August 2021	Medical Reimbursement August 2021	471.62	0.00	\$471.62

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX3749	07/27/2021	Nancy Steward	708.56	August 2021	Medical Reimbursement August 2021	708.56	0.00	\$708.56
	XXXXX3750	07/27/2021	HomeFirst Services of Santa Clara County	40,213.38	HF-June21-5030	Case mgmt svc Fair Oak Park Unhoused Motel Proj	40,213.38	0.00	\$40,213.38
	XXXXX3751	07/27/2021	Baywork	8,500.00	1185	Annual fee for organizational membership	8,500.00	0.00	\$8,500.00
	XXXXX3752	07/27/2021	Anthem Blue Cross	1,334.02	1025234061	ARPA COBRA Med. Prem. Aug 2021	1,334.02	0.00	\$1,334.02
	XXXXX3753	07/27/2021	Sunnyvale Public Safety Officers Assn	39,240.00	Dental0721	July 2021 COA & PSOA Dental Reimbursement	39,240.00	0.00	\$39,240.00
	XXXXX3754	07/27/2021	Sunnyvale Public Safety Officers Assn	4,949.00	Disability0721	LTD Reimbursement July 2021	4,949.00	0.00	\$4,949.00
	XXXXX3755	07/27/2021	Sunnyvale Public Safety Officers Assn	39,600.00	Dental0821	Aug 2021 COA & PSOA Dental Reimbursement	39,600.00	0.00	\$39,600.00
	XXXXX3756	07/27/2021	Munira Majmundar	2,165.33	197787-37734	Utility credit balance refund	2,165.33	0.00	\$2,165.33
	XXXXX3757	07/27/2021	Julia Lee	40.58	076928	Refund of overpayment. Closed account with original license. Refunding 2022 taxes	40.58	0.00	\$40.58
	XXXXX3758	07/27/2021	Hayes Manufacturing Services, LLC	40,000.00	Security Deposit Refund	Security Deposit Refund for Hayes to be mailed to Prototek	40,000.00	0.00	\$40,000.00
	XXXXX3759	07/27/2021	Eurofins EAG Materials Science LLC	276.01	MH-20210201-28.0001.1	Customer paid by \$276.01 no invoice or account info provided. The customer was	276.01	0.00	\$276.01

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						contacted by email ar Payment # MH-20210201-28.0001.1			
	XXXXX3760	07/27/2021	Rando AAA Hvac Inc	80.00	2021-2838	Cancel permit 2021-2838 as per contractor no longer doing the job for the homeowner. Refund partial of permit fee.	80.00	0.00	\$80.00
	XXXXX3761	07/27/2021	Ming Chow	150.00	471988	Refund for Facility Rental. Check req was originally sent on 5/21/2020; however, patron never received. Check was never cashed.	150.00	0.00	\$150.00
	XXXXX3762	07/27/2021	Qing Yu	202.35	203687-71604	Utility credit balance refund	202.35	0.00	\$202.35
	XXXXX3763	07/27/2021	Taylor Pinto	287.80	188709-12450	Utility credit balance refund	287.80	0.00	\$287.80
	XXXXX3764	07/27/2021	All City Management Services Inc	3,942.86	69595	School crossing Guard Services	3,942.86	0.00	\$3,942.86
	XXXXX3765	07/27/2021	California Department of Justice	805.00	517806	DOJ LIVESCAN	805.00	0.00	\$805.00
	XXXXX3766	07/27/2021	PRISM	13,307.58	22400063	EAP Q3 Payment Jul-Sept 2021	13,307.58	0.00	\$13,307.58
	XXXXX3767	07/27/2021	CSG Consultants Inc	660.00	37653	Project Mgmt June 2021	660.00	0.00	\$660.00
	XXXXX3768	07/27/2021	Delta Dental Insurance Co	1,219.16	BE004493362	July 2021 Delta Dental DMO Premium	1,219.16	0.00	\$1,219.16
	XXXXX3769	07/27/2021	Heritage Bank of Commerce	21,697.52	FOAOHBRID GE#12	TR-13/01-16	21,697.52	0.00	\$21,697.52
	XXXXX3770	07/27/2021	ICMA Dues Renewal	1,400.00	551298 21/22	Membership Dues	1,400.00	0.00	\$1,400.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						07/01/21-06/30/22			
	XXXXX3771	07/29/2021	Shivvale LLC	23,520.00	12	Fair Oaks Park Proj July 16-31 Lodging	23,520.00	0.00	\$23,520.00
	XXXXX3772	07/29/2021	Shivvale LLC	22,050.00	11	Fair Oaks Park Proj July 1-15 Lodging	22,050.00	0.00	\$22,050.00
	XXXXX3773	07/29/2021	Applied Industrial Technologies	196.51	7020776002	Martin FLeX	196.51	0.00	\$2,121.11
				1,924.60	7021796455		1,924.60	0.00	
	XXXXX3774	07/29/2021	NOVAworks Foundation	81.92	PR202130	PR202130 NOVA Dues	81.92	0.00	\$81.92
	XXXXX3775	07/29/2021	County of Santa Clara	50.00	CEQA-Fair Oaks Ave. Bikeway 2	Fair Oaks Avenue Bikeway Phase 2 - TR-18-08	50.00	0.00	\$50.00
	XXXXX3776	07/29/2021	The Bank of New York Mellon	2,340.00	252-2387907	5/31/2021-5/30/2022 Fees - CFD#1 Special Tax Bonds Series 2001	2,340.00	0.00	\$2,340.00
	XXXXX3777	07/29/2021	Old Republic Title Company	150.00	T Silva Reconveyance Fees	Reconveyance Fees Director Home Loan - Teri Silva	150.00	0.00	\$150.00
	XXXXX3778	07/29/2021	Sunnyvale Public Safety Officers Assn	20,070.00	PR202130	PR202130 Association Dues	20,070.00	0.00	\$20,070.00
	XXXXX3779	07/29/2021	Advanced Chemical Transport Inc	4,257.12	332495	Chemicals	4,257.12	0.00	\$11,877.82
				4,198.18	332553	Chemicals	4,198.18	0.00	
				3,422.52	342234	Chemicals	3,422.52	0.00	
	XXXXX3780	07/29/2021	Alhambra	32.00	19768402 060121 PARKS	Water	32.00	0.00	\$45.79
				2.99	19768402 070121 DPWSOC	General Supplies	2.99	0.00	
				10.80	19768402 070121 PAS	General Supplies	10.80	0.00	
	XXXXX3781	07/29/2021	Amazon Capital	212.77	11HD-YTGG-		212.77	0.00	\$2,579.84

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Services Inc		QRYV				
				-119.80	11WV-67X6-HNYL	credit towards Inv# 1LF4-NGP1-7GQK dated 7/22/21	-119.80	0.00	
				16.79	13HH-JQ1G-DVFN		16.79	0.00	
				82.49	14CW-KF3T-MKQ6		82.49	0.00	
				13.08	14R9-C4PP-TX9M		13.08	0.00	
				70.92	17JK-GMGL-G47N		70.92	0.00	
				38.11	19WK-FGNY-FCDQ		38.11	0.00	
				135.28	19YT-1WGV-DRDP		135.28	0.00	
				1,123.87	1CPT-KX1L-9CCX		1,123.87	0.00	
				32.70	1CPY-MDJG-JYPG		32.70	0.00	
				79.57	1DP3-9VL7-16JQ		79.57	0.00	
				91.67	1FWV-GNG3-N1Q6		91.67	0.00	
				156.24	1H96-V4TW-733D		156.24	0.00	
				457.43	1LCY-P9GK-W1XK		457.43	0.00	
				60.52	1LGH-3MFK-G9N9		60.52	0.00	
				58.04	1NWM-39NV-NWRW		58.04	0.00	
				76.71	1PRH-YYTP-		76.71	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					PDKJ				
				-6.55	1WFP-G9XP-GJGF	credit towards Inv# 1LF4-NGP1-7GQK dated 7/22/21	-6.55	0.00	
	XXXXX3782	07/29/2021	Bay Area Air Quality Management District	753.00	4KK04	Annual permit renewal PLANT#14262 Customer #11TG8B4262 Renewal Term 08/2021-08/2022	753.00	0.00	\$753.00
	XXXXX3783	07/29/2021	Bound Tree Medical LLC	700.99	84141677	Oximeter, Defib Pads, Oxygen cylinder Wrench	700.99	0.00	\$700.99
	XXXXX3784	07/29/2021	Creative Security Company Inc	2,014.00	64948	Patrol Services	2,014.00	0.00	\$4,028.00
				2,014.00	65488	Patrol Services for June 21	2,014.00	0.00	
	XXXXX3785	07/29/2021	FedEx	21.21	7-371-63368		21.21	0.00	\$21.21
	XXXXX3786	07/29/2021	Grainger	105.06	9796671932	Supplies	105.06	0.00	\$10,725.87
				1,968.98	9833629935	Supplies	1,968.98	0.00	
				187.40	9834521818	Supplies	187.40	0.00	
				749.57	9834638166	Supplies	749.57	0.00	
				374.79	9834878887	Supplies	374.79	0.00	
				123.41	9836792284	Supplies	123.41	0.00	
				28.08	9837337733	Supplies	28.08	0.00	
				374.79	9839591246	Supplies	374.79	0.00	
				200.11	9841550248	Supplies	200.11	0.00	
				190.45	9842922875	Supplies	190.45	0.00	
				931.74	9843017105	Supplies	931.74	0.00	
				1,164.66	9843017113	Supplies	1,164.66	0.00	
				325.95	9844506429	Supplies	325.95	0.00	
				109.19	9856343539	Supplies	109.19	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				1,205.15	9868211567	Supplies	1,205.15	0.00	
				1,557.76	9870404820	Supplies	1,557.76	0.00	
				536.28	9870404838	Supplies	536.28	0.00	
				2.71	9874368849	Supplies	2.71	0.00	
				81.97	9875452220	Supplies	81.97	0.00	
				295.76	9882923064	Supplies	295.76	0.00	
				85.46	9897839537	Supplies	85.46	0.00	
				126.60	9903122076	Supplies	126.60	0.00	
	XXXXX3787	07/29/2021	Grainger	2,611.94	9868211559	Supplies	2,611.94	0.00	\$2,611.94
	XXXXX3788	07/29/2021	Grainger	374.79	9835178642	Supplies	374.79	0.00	\$374.79
	XXXXX3789	07/29/2021	ICMA Dues Renewal	1,400.00	797498 21/22	T Silva Mem Renewal for July 1, 2021 - June 30, 2022	1,400.00	0.00	\$1,400.00
	XXXXX3790	07/29/2021	Imperial Maintenance Services Inc	61,947.00	35	Janitorial Services	61,947.00	0.00	\$123,894.00
				61,947.00	37	Janitorial Services	61,947.00	0.00	
	XXXXX3791	07/29/2021	LTI Electric Inc	1,477.00	4404		1,477.00	0.00	\$1,477.00
	XXXXX3792	07/29/2021	Mallory Safety & Supply LLC	306.91	5137365	Inventory for Stores	306.91	0.00	\$306.91
	XXXXX3793	07/29/2021	National Academy of Athletics	4,966.50	NAOAJJC	MBJOOF.DA & MBJOOG.DA	4,966.50	0.00	\$17,458.00
				12,491.50	NAOAJuneCa mps	MBJOOF.BA, CA MBJOOG.BA, CA	12,491.50	0.00	
	XXXXX3794	07/29/2021	OCLC Inc	3,465.81	1000135445	CONTENTdm Base Subscription 7/1/21- 6/30/22	3,465.81	0.00	\$3,465.81
	XXXXX3795	07/29/2021	Office Depot Inc	253.44	17578048600 1	Julie Callaghan 7/1/2021	253.44	0.00	\$804.11
				36.80	17589921100 1	Julia Erdman 6/8/2021	36.80	0.00	
				76.47	17824761200	Priscilla Luckey	76.47	0.00	



Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					1	6/30/2021 Order Shipped 7/1/2021			
				3.97	178433841001	Maria Rodriguez 7/1/2021	3.97	0.00	
				296.62	181140200001	Lorena Rodriguez 7/1/2021	296.62	0.00	
				26.56	182034050001	Chaunacey Dunklee 7/7/2021	26.56	0.00	
				76.38	182056868001	Frances Morales 7/6/2021	76.38	0.00	
				33.87	182056868002	Frances Morales 7/6/2021	33.87	0.00	
	XXXXX3796	07/29/2021	P&R Paper Supply Co Inc	75.34	30379431-00	Stores Supplies Cr Memo 30380861-00 - \$35.00 Applied	75.34	0.00	\$75.34
	XXXXX3797	07/29/2021	Peterson	8,333.05	PC240036682	Cr Memo PR200059743	8,333.05	0.00	\$1,651.26
				-8,333.05	PR240005943	Invoice PC240036682	-8,333.05	0.00	
				8,569.14	R3224443		8,569.14	0.00	
				-6,917.88	SB240016402	Invoice SW240174418	-6,917.88	0.00	
	XXXXX3798	07/29/2021	R & R Refrigeration & Air Conditioning	406.70	70716	Recreation Ctr Freezer Repair	406.70	0.00	\$406.70
	XXXXX3799	07/29/2021	Refrigeration Supplies Distributor	22.64	38478339-00	Supplies	22.64	0.00	\$22.64
	XXXXX3800	07/29/2021	Safeway Inc	123.75	00432389-060321	6/3/2021 Purchase	123.75	0.00	\$1,041.73
				229.09	00720181-061721	6/17/2021 Purchase	229.09	0.00	
				172.52	00801068-052421	5/24/2021 Purchase	172.52	0.00	
				394.80	00802078-	5/26/2021 Purchase	394.80	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					052621				
				121.57	00805816-061721	6/17/2021 Purchase	121.57	0.00	
	XXXXX3801	07/29/2021	Santa Clara County Fire Chiefs Assn	1,652.00	21-010	Annual Dues	1,652.00	0.00	\$1,652.00
	XXXXX3802	07/29/2021	Stearns, Conrad and Schmidt Consulting Engineers Inc	1,500.00	0401450	LF & Smart Stn March 2021	1,500.00	0.00	\$1,500.00
	XXXXX3803	07/29/2021	San Francisco Public Utilities Commission	274.18	48124	AC#3683 Taxes - Water	274.18	0.00	\$654.59
				380.41	48127	AC#3216 Taxes - Water	380.41	0.00	
	XXXXX3804	07/29/2021	Shred-It USA LLC	71.37	8182223192	13178606 5/25/2021 Svc	71.37	0.00	\$142.74
				71.37	8182416089	13178606 6/22/2021 Svc	71.37	0.00	
	XXXXX3805	07/29/2021	Sigler Wholesale Distributors	430.21	INV-SAJ21014309	Supplies	430.21	0.00	\$430.21
	XXXXX3806	07/29/2021	Sunnyvale Ford	890.88	189750FOW	Stores Supplies	890.88	0.00	\$890.88
	XXXXX3807	07/29/2021	TEC Accutite	387.56	202952	Storage Tank Compliance Services	387.56	0.00	\$387.56
	XXXXX3808	07/29/2021	Underground Service Alert	15,300.16	1305952021	2021 Mbership & Billable Tickets	15,300.16	0.00	\$15,300.16
	XXXXX3809	07/29/2021	United Way Bay Area	149.15	PR202130	PR202130 Contributions	149.15	0.00	\$149.15
	XXXXX3810	07/29/2021	US Bank	3,162.50	6142199	Parking Refunding Series 98A 5/1/21-4/30/22	3,162.50	0.00	\$3,162.50
	XXXXX3811	07/29/2021	Valbridge Property Advisors	4,000.00	31602	Ppty Appraisal 1202 Kifer Rd	4,000.00	0.00	\$4,000.00
	XXXXX3812	07/29/2021	West Coast Rubber & Recycling Inc	285.00	21-1378	Tire Disposal	285.00	0.00	\$285.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX3813	07/29/2021	Western States Oil	25,441.18	819789	Stores Inventory	25,441.18	0.00	\$25,441.18
	XXXXX3814	07/29/2021	G & G Builders Inc	79,549.66	PlyAreaMrphy Prk#02	PR-17-08	79,549.66	0.00	\$79,549.66
EFT	XXXXX4252	07/27/2021	ABEL A VARGAS	170.74	August 2021	Medical Reimbursement August 2021	170.74	0.00	\$170.74
	XXXXX4253	07/27/2021	AIMEE FOSBENNER	202.70	August 2021	Medical Reimbursement August 2021	202.70	0.00	\$202.70
	XXXXX4254	07/27/2021	ALI FATAPOUR	1,648.34	August 2021	Medical Reimbursement August 2021	1,648.34	0.00	\$1,648.34
	XXXXX4255	07/27/2021	Anthony Pineda	2,433.06	August 2021	Medical Reimbursement August 2021	2,433.06	0.00	\$2,433.06
	XXXXX4256	07/27/2021	BRICE MCQUEEN	1,648.34	August 2021	Medical Reimbursement August 2021	1,648.34	0.00	\$1,648.34
	XXXXX4257	07/27/2021	BYRON K PIPKIN	945.62	August 2021	Medical Reimbursement August 2021	945.62	0.00	\$945.62
	XXXXX4258	07/27/2021	CARL RUSHMEYER	1,148.08	August 2021	Medical Reimbursement August 2021	1,148.08	0.00	\$1,148.08
	XXXXX4259	07/27/2021	CATHY HAYNES	904.30	August 2021	Medical Reimbursement August 2021	904.30	0.00	\$904.30
	XXXXX4260	07/27/2021	CHRIS CARRION	1,048.78	August 2021	Medical Reimbursement August 2021	1,048.78	0.00	\$1,048.78
	XXXXX4261	07/27/2021	CORYN CAMPBELL	421.95	August 2021	Medical Reimbursement August 2021	421.95	0.00	\$421.95

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX4262	07/27/2021	DAN HAMMONS	1,372.78	August 2021	Medical Reimbursement August 2021	1,372.78	0.00	\$1,372.78
	XXXXX4263	07/27/2021	DAVID KAHN	552.96	August 2021	Medical Reimbursement August 2021	552.96	0.00	\$552.96
	XXXXX4264	07/27/2021	DAVID L VERBRUGGE	2,074.83	August 2021	Medical Reimbursement August 2021	2,074.83	0.00	\$2,074.83
	XXXXX4265	07/27/2021	DAYTON W K PANG	2,433.06	August 2021	Medical Reimbursement August 2021	2,433.06	0.00	\$2,433.06
	XXXXX4266	07/27/2021	DEAN CHU	852.16	August 2021	Medical Reimbursement August 2021	852.16	0.00	\$852.16
	XXXXX4267	07/27/2021	DON JOHNSON	552.96	August 2021	Medical Reimbursement August 2021	552.96	0.00	\$552.96
	XXXXX4268	07/27/2021	DOUGLAS MORETTO	1,148.08	August 2021	Medical Reimbursement August 2021	1,148.08	0.00	\$1,148.08
	XXXXX4269	07/27/2021	ENCARNACION HERNANDEZ	142.76	August 2021	Medical Reimbursement August 2021	142.76	0.00	\$142.76
	XXXXX4270	07/27/2021	ESTRELLA KAWCZYNSKI	181.48	August 2021	Medical Reimbursement August 2021	181.48	0.00	\$181.48
	XXXXX4271	07/27/2021	GAIL SWEGLES	101.14	August 2021	Medical Reimbursement August 2021	101.14	0.00	\$101.14
	XXXXX4272	07/27/2021	GARY LUEBBERS	141.40	August 2021	Medical Reimbursement August 2021	141.40	0.00	\$141.40
	XXXXX4273	07/27/2021	GREGORY E KEVIN	757.62	August 2021	Medical	757.62	0.00	\$757.62

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						Reimbursement August 2021			
	XXXXX4274	07/27/2021	JAMES BOUZIANE	1,048.78	August 2021	Medical Reimbursement August 2021	1,048.78	0.00	\$1,048.78
	XXXXX4275	07/27/2021	JANICE BROUSSARD	659.90	August 2021	Medical Reimbursement August 2021	659.90	0.00	\$659.90
	XXXXX4276	07/27/2021	JEFFREY PLECQUE	1,231.62	August 2021	Medical Reimbursement August 2021	1,231.62	0.00	\$1,231.62
	XXXXX4277	07/27/2021	JEROME P AMMERMAN	659.90	August 2021	Medical Reimbursement August 2021	659.90	0.00	\$659.90
	XXXXX4278	07/27/2021	JOHN S WITTHAUS	1,648.34	August 2021	Medical Reimbursement August 2021	1,648.34	0.00	\$1,648.34
	XXXXX4279	07/27/2021	KAREN WOBLESKY	1,622.00	August 2021	Medical Reimbursement August 2021	1,622.00	0.00	\$1,622.00
	XXXXX4280	07/27/2021	KATHLEEN FRANCO SIMMONS	414.72	August 2021	Medical Reimbursement August 2021	414.72	0.00	\$414.72
	XXXXX4281	07/27/2021	KELLY FITZGERALD	531.62	August 2021	Medical Reimbursement August 2021	531.62	0.00	\$531.62
	XXXXX4282	07/27/2021	KELLY MENEHAN	327.31	August 2021	Medical Reimbursement August 2021	327.31	0.00	\$327.31
	XXXXX4283	07/27/2021	KLAUS DAEHNE	629.27	August 2021	Medical Reimbursement August 2021	629.27	0.00	\$629.27
	XXXXX4284	07/27/2021	MARK G PETERSEN	2,398.81	August 2021	Medical Reimbursement	2,398.81	0.00	\$2,398.81

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						August 2021			
	XXXXX4285	07/27/2021	MARK STIVERS	54.62	August 2021	Medical Reimbursement August 2021	54.62	0.00	\$54.62
	XXXXX4286	07/27/2021	Michael Spath	2,074.83	August 2021	Medical Reimbursement August 2021	2,074.83	0.00	\$2,074.83
	XXXXX4287	07/27/2021	MIKE ECCLES	169.76	August 2021	Medical Reimbursement August 2021	169.76	0.00	\$169.76
	XXXXX4288	07/27/2021	PETE GONDA	2,074.83	August 2021	Medical Reimbursement August 2021	2,074.83	0.00	\$2,074.83
	XXXXX4289	07/27/2021	ROBERT WALKER	1,485.37	August 2021	Medical Reimbursement August 2021	1,485.37	0.00	\$1,485.37
	XXXXX4290	07/27/2021	RONALD DALBA	882.62	August 2021	Medical Reimbursement August 2021	882.62	0.00	\$882.62
	XXXXX4291	07/27/2021	SCOTT MORTON	659.90	August 2021	Medical Reimbursement August 2021	659.90	0.00	\$659.90
	XXXXX4292	07/27/2021	SILVIA MARTINS	421.95	August 2021	Medical Reimbursement August 2021	421.95	0.00	\$421.95
	XXXXX4293	07/27/2021	SIMON C LEMUS	1,622.00	August 2021	Medical Reimbursement August 2021	1,622.00	0.00	\$1,622.00
	XXXXX4294	07/27/2021	STEPHEN QUICK	1,465.80	August 2021	Medical Reimbursement August 2021	1,465.80	0.00	\$1,465.80
	XXXXX4295	07/27/2021	STEVEN D PIGOTT	571.93	August 2021	Medical Reimbursement August 2021	571.93	0.00	\$571.93

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX4296	07/27/2021	TAMMY PARKHURST	421.95	August 2021	Medical Reimbursement August 2021	421.95	0.00	\$421.95
	XXXXX4297	07/27/2021	THERESE BALBO	1,198.96	August 2021	Medical Reimbursement August 2021	1,198.96	0.00	\$1,198.96
	XXXXX4298	07/27/2021	TIM CARLYLE	757.62	August 2021	Medical Reimbursement August 2021	757.62	0.00	\$757.62
	XXXXX4299	07/27/2021	TIM JOHNSON	54.62	August 2021	Medical Reimbursement August 2021	54.62	0.00	\$54.62
	XXXXX4300	07/27/2021	VINCENT CHETCUTI	2,433.06	August 2021	Medical Reimbursement August 2021	2,433.06	0.00	\$2,433.06
	XXXXX4301	07/27/2021	WILLIAM BIELINSKI	421.95	August 2021	Medical Reimbursement August 2021	421.95	0.00	\$421.95
	XXXXX4346	07/29/2021	Spencer C Chen	1,065.54	EXP0000187 21693	Travel Corona 071121	1,065.54	0.00	\$1,065.54
	XXXXX4347	07/29/2021	Catalina A Cruz	236.49	EXP0000188 34445	Travel Los Angeles 071821	236.49	0.00	\$236.49
Grand Total				1,241,850.33			1,241,850.33	0.00	\$1,241,850.33

City of Sunnyvale

**LIST # 087**

**List of All Claims and Bills Approved for Payment  
For Payments Dated 08/01/2021 through 08/07/2021**

**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	XXXXX3815	08/03/2021	CSULB Foundation	373.00	5270-31651-21001	Registration fees for Matthew Sutterfield to attend Advanced CSI 10/4/21 - 10/6/21	373.00	0.00	\$373.00
	XXXXX3816	08/03/2021	Joint Venture Silicon Valley	5,580.00	732EDAsunn yvale	Joint Venture Annual Membership	5,580.00	0.00	\$5,580.00
	XXXXX3817	08/03/2021	Meng-En Grace Chu	550.00	21-165	Supportive Service Reimbursement to NOVA participant for CIPP Exam WIOA #5642783	550.00	0.00	\$550.00
	XXXXX3818	08/03/2021	Ranjan Roy	405.00	21-164	Reimbursement to NOVA participant for PMP Exam WIOA #5643267	405.00	0.00	\$405.00
	XXXXX3819	08/03/2021	Stearns, Conrad and Schmidt Consulting Engineers Inc	1,695.00	0408787	Routine Monitoring Smart Stn & LF Jun 2021	1,695.00	0.00	\$1,695.00
	XXXXX3820	08/03/2021	Stephanie Tsao	53.41	21-161.	Reimbursement to NOVA participant for required textbook: "Object Oriented Analysis & Design Cookbook: Introduction to Practical System"	53.41	0.00	\$53.41



Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						WIOA #5643723			
	XXXXX3821	08/03/2021	Aaron Evans	49.00	21-159.	Reimbursement to NOVA participant for required materials: DMV Tank Hazmat Permit WIOA #5643044	49.00	0.00	\$49.00
	XXXXX3822	08/03/2021	Katrina Hayes	695.46	202185-72086	Utility credit balance refund	695.46	0.00	\$695.46
	XXXXX3823	08/03/2021	Martha Moreno	241.50	474518	Refund for Gymnastic Camps. Check req was originally sent on 6/4/20: however, patron moved to new address. Check was never cashed.	241.50	0.00	\$241.50
	XXXXX3824	08/03/2021	Natalia Mangum	6.00	531056	Partial refund for canceled swim lesson class on June 22, 2021	6.00	0.00	\$6.00
	XXXXX3825	08/03/2021	Kenneth Huang	90.41	21-163	Reimbursement to NOVA participant for required materials: Raspberry Pi 3 Model B Board, USB Cable, San Disk Micro SD, & Canakit Adapter WIOA # 5642798	90.41	0.00	\$90.41
	XXXXX3826	08/03/2021	Linda Lai	173.89	132501-73972	Utility credit balance refund	173.89	0.00	\$173.89
	XXXXX3827	08/03/2021	Jeffrey Green	104.52	150259-11544	Utility credit balance refund	104.52	0.00	\$104.52
	XXXXX3828	08/03/2021	Janet McCarthy-	134.57	119137-	Utility credit balance	134.57	0.00	\$134.57

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Sanders		21910	refund			
	XXXXX3829	08/03/2021	Bucaneer Demolition, Inc	4,370.49	204485-58396	Utility credit balance refund	4,370.49	0.00	\$4,370.49
	XXXXX3830	08/03/2021	3T Equipment Co Inc	207.35	69764	Manhole Hook	207.35	0.00	\$207.35
	XXXXX3831	08/03/2021	Access Systems	272.83	11560	Reader Interface Assy	272.83	0.00	\$272.83
	XXXXX3832	08/03/2021	Alhambra	7.79	19768402-070121 PRINT	Water Charge	7.79	0.00	\$7.79
	XXXXX3834	08/03/2021	Amazon Capital Services Inc	37.29	11JN-JJ7Q-DHY4		37.29	0.00	\$2,554.79
				20.72	11N3-NGG4-C1JR		20.72	0.00	
				187.08	16MN-RFYQ-YCFN		187.08	0.00	
				141.69	19WK-FGNY-3FT7		141.69	0.00	
				245.53	1C3X-V9MP-PR6M		245.53	0.00	
				80.66	1DP3-9VL7-7K9K		80.66	0.00	
				30.44	1GH9-QHTN-CYH7		30.44	0.00	
				37.08	1GH9-QHTN-G1NH		37.08	0.00	
				17.45	1GH9-QHTN-HN9M		17.45	0.00	
				21.81	1GH9-QHTN-MVTT		21.81	0.00	
				27.27	1J7G-XHG9-9141		27.27	0.00	
				8.59	1LGH-3MFK-		8.59	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					QDD6				
				17.44	1MTF-G7FK-DPPR		17.44	0.00	
				13.08	1N4P-KN7W-7FPN		13.08	0.00	
				81.83	1NVM-DR4C-CRVG		81.83	0.00	
				45.57	1NWM-39NV-6FKY		45.57	0.00	
				147.90	1PK1-19DQ-6XJQ		147.90	0.00	
				106.22	1PRH-YYTP-9GJJ		106.22	0.00	
				56.72	1PRH-YYTP-YWWL		56.72	0.00	
				135.19	1QM6-3W17-6XHV		135.19	0.00	
				28.24	1QM7-PFQF-9FGX		28.24	0.00	
				24.39	1QM9-HLJ7-6GQF		24.39	0.00	
				72.34	1QPR-LPLF-PXJQ		72.34	0.00	
				34.89	1R3L-1JG9-43CK		34.89	0.00	
				327.84	1R3P-3YC6-16V1		327.84	0.00	
				59.70	1RRN-313N-NV7V		59.70	0.00	
				110.10	1W1N-QGX3-M749		110.10	0.00	
				21.60	1WP4-WCLD-PDLH		21.60	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				37.04	1WWM-J7XR-DCM1		37.04	0.00	
				48.54	1WY4-GDKY-V6K7		48.54	0.00	
				184.38	1XG3-FKQM-7PVG		184.38	0.00	
				82.10	1XTK-L97L-LP1Y		82.10	0.00	
				61.32	1XVY-V4P6-DXGW		61.32	0.00	
				-32.69	1Y9C-HHV7-7XRJ	credit towards Inv# 1HH1-FHMX-9V7Y dated 11/4/2020	-32.69	0.00	
				35.44	1YFL-4KW1-CXJ3		35.44	0.00	
	XXXXX3835	08/03/2021	AMS.NET Inc	32,700.00	Invoice-0047588	MVaaS Standard 2021-2022	32,700.00	0.00	\$32,700.00
	XXXXX3836	08/03/2021	Ascent Environmental	295.50	20200231.01 - 5REV		295.50	0.00	\$295.50
	XXXXX3837	08/03/2021	AssetWorks	17,427.36	#605-5498	FleetFocus FA Software Maintenance and Support for period July 1, 2021 - June 30, 2022	17,427.36	0.00	\$17,427.36
	XXXXX3838	08/03/2021	AT&T	537.32	816-21D-3310-204	Fair Oaks Widening Proj.	537.32	0.00	\$537.32
	XXXXX3839	08/03/2021	Atco International	3,597.00	I0580262	Formula 411	3,597.00	0.00	\$3,597.00
	XXXXX3840	08/03/2021	Atlas Copco Compressors LLC	8,346.80	1121021181		8,346.80	0.00	\$8,346.80
	XXXXX3841	08/03/2021	BTAC Acquisition Corp	-5.45	0003239194	RFID not programmed. Inv 41516806/2021V	-5.45	0.00	\$15,132.52

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				-3.81	0003239296	Incorrect Processing charges. Inv 415168052021V	-3.81	0.00	
				316.19	2035944615		316.19	0.00	
				184.06	2035986759		184.06	0.00	
				924.37	H56170560		924.37	0.00	
				118.58	H56170600		118.58	0.00	
				54.99	H56180580		54.99	0.00	
				11.14	H56233640		11.14	0.00	
				19.32	H56278400		19.32	0.00	
				18.58	H56299680		18.58	0.00	
				-5.45	H637102CM	Credit for missing RFID. Inv H44838460	-5.45	0.00	
				13,500.00	NS21050476	8/1/2021 - 7/31/2022 PressReader Subscription PO# OR1002391	13,500.00	0.00	
	XXXXX3842	08/03/2021	Bay Alarm	960.00	18702375		960.00	0.00	\$960.00
	XXXXX3843	08/03/2021	Bay Area Water Supply & Conservation Agy	54,282.00	7299	FY 21-22 1st Quarter Assessment	54,282.00	0.00	\$54,282.00
	XXXXX3844	08/03/2021	Bee Friendly Honey Bee Mgmt Solutions	1,000.00	6500		1,000.00	0.00	\$1,000.00
	XXXXX3845	08/03/2021	Bellecci & Assoc Inc	2,100.00	20002-L	Labor May 2021	2,100.00	0.00	\$2,100.00
	XXXXX3846	08/03/2021	BiblioCommons Inc	26,104.72	1776	07/01/21-06/30/22	26,104.72	0.00	\$26,104.72
	XXXXX3847	08/03/2021	Bibliotheca LLC	67,621.00	INV-US45543	Subscription	67,621.00	0.00	\$67,621.00
	XXXXX3848	08/03/2021	Bound Tree Medical LLC	1,473.20	84126510		1,473.20	0.00	\$6,353.02
				3,334.86	84130003		3,334.86	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				1,473.20	84131776	Gloves	1,473.20	0.00	
				27.29	84135112	ANTISEPTIC WIPES	27.29	0.00	
				44.47	84143275	Supplies	44.47	0.00	
	XXXXX3849	08/03/2021	Califa Group	6,200.00	4658	TUTOR.COM 07/01/21-06/30/22	6,200.00	0.00	\$49,200.00
				43,000.00	4773	EBSCO database subscription 07/01/21-06/30/22	43,000.00	0.00	
	XXXXX3850	08/03/2021	California Dept of Tax & Fee Admin	50.00	1910002	Alternative Fuel User permit AC#058-002054 Jan- Dec 2020	50.00	0.00	\$50.00
	XXXXX3851	08/03/2021	Carollo Engineers	266,896.89	FB12235	Professional Service through 06/30/2021	266,896.89	0.00	\$266,896.89
	XXXXX3852	08/03/2021	Cellebrite Inc	4,300.00	: INVUS23146 1	UFED Touch Ultimate SW Renewal	4,300.00	0.00	\$4,300.00
	XXXXX3855	08/03/2021	Cintas Loc #38K	36.62	4086024370		36.62	0.00	\$2,323.47
				43.81	4086024385		43.81	0.00	
				12.16	4086024396		12.16	0.00	
				25.00	4086024397		25.00	0.00	
				14.74	4086169561		14.74	0.00	
				36.47	4086169677		36.47	0.00	
				32.05	4086169743		32.05	0.00	
				100.14	4086169749		100.14	0.00	
				84.03	4086169787		84.03	0.00	
				174.64	4086169837		174.64	0.00	
				13.77	4086169856		13.77	0.00	
				17.75	4086169899		17.75	0.00	
				17.08	4086319507		17.08	0.00	
				17.08	4086319555		17.08	0.00	
				17.08	4086886984		17.08	0.00	
				17.08	4086886995		17.08	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				14.74	4086888511		14.74	0.00	
				32.05	4086888660		32.05	0.00	
				174.64	4086888737		174.64	0.00	
				85.93	4086888740		85.93	0.00	
				16.87	4086888760		16.87	0.00	
				100.14	4086888762		100.14	0.00	
				17.75	4086888848		17.75	0.00	
				36.62	4087209149		36.62	0.00	
				12.16	4087209296		12.16	0.00	
				25.00	4087209298		25.00	0.00	
				43.81	4087209382		43.81	0.00	
				18.99	4087497428		18.99	0.00	
				18.99	4087497539		18.99	0.00	
				14.74	4087502443		14.74	0.00	
				36.47	4087502519		36.47	0.00	
				100.14	4087502568		100.14	0.00	
				32.05	4087502574		32.05	0.00	
				84.03	4087502658		84.03	0.00	
				174.64	4087502673		174.64	0.00	
				13.77	4087502748		13.77	0.00	
				17.75	4087502852		17.75	0.00	
				18.99	4088185097		18.99	0.00	
				18.99	4088185111		18.99	0.00	
				14.74	4088186845		14.74	0.00	
				32.05	4088186910		32.05	0.00	
				100.14	4088186985		100.14	0.00	
				174.64	4088187023		174.64	0.00	
				84.03	4088187073		84.03	0.00	
				13.77	4088187114		13.77	0.00	
				17.75	4088187125		17.75	0.00	
				36.62	4088519293		36.62	0.00	
				12.16	4088519343		12.16	0.00	
				43.81	4088519376		43.81	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				25.00	4088519403		25.00	0.00	
	XXXXX3856	08/03/2021	Community Tech Network	6,600.00	1595	Virtual group s, English Beyond the Basic Curriculum dev	6,600.00	0.00	\$6,600.00
	XXXXX3857	08/03/2021	CPS Executive Search	1,440.45	SOP52664		1,440.45	0.00	\$5,075.40
				1,440.45	SOP52842		1,440.45	0.00	
				2,194.50	SOP52927		2,194.50	0.00	
	XXXXX3858	08/03/2021	PRISM	613,590.00	22100177	Workers' Comp Insurance Premium 7/1/2021-6/30/2022	613,590.00	0.00	\$613,590.00
	XXXXX3859	08/03/2021	CSG Consultants Inc	8,740.00	37636	Greenbelt Rehab. through 05/31/21	8,740.00	0.00	\$8,740.00
	XXXXX3860	08/03/2021	CUES Inc	2,500.00	589146	Software Support Plan	2,500.00	0.00	\$2,500.00
	XXXXX3861	08/03/2021	D & M Traffic Services Inc	698.75	79424		698.75	0.00	\$698.75
	XXXXX3862	08/03/2021	D W Nicholson Corp	48,880.53	15900	Concrete Ramp April	48,880.53	0.00	\$102,643.96
				53,763.43	15901	F/I Concrete Ramp JS	53,763.43	0.00	
	XXXXX3863	08/03/2021	D-A Lubricant Company Inc	639.83	2021-92916-00	Oil Analysis Prepaid Testing	639.83	0.00	\$639.83
	XXXXX3864	08/03/2021	David J Powers & Assoc Inc	1,375.00	26720	Project 17-151 SUNNYVALE DOWNTOWN SPECIFIC PLAN AMENDMENTS/CONTRACT BL008745	1,375.00	0.00	\$1,375.00
	XXXXX3865	08/03/2021	Downey Brand LLP	7,559.30	562527	Services through June 30	7,559.30	0.00	\$7,559.30
	XXXXX3866	08/03/2021	Earth Share of California	39.34	PR202130	PR202130	39.34	0.00	\$39.34
	XXXXX3867	08/03/2021	Edges Electrical Group LLC	30.81	S5174652.00 2 balance		30.81	0.00	\$30.81



Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX3868	08/03/2021	FedEx	6.67	7-372-02277		6.67	0.00	\$12.97
				6.30	7-423-19913		6.30	0.00	
	XXXXX3869	08/03/2021	Ferguson US Holdings Inc	1,398.55	1639940-1	Equipment	1,398.55	0.00	\$1,398.55
	XXXXX3870	08/03/2021	FirstTwo Inc	4,995.00	1462	FirstTwo Sub-Agency License 0701/21-06/30/22	4,995.00	0.00	\$4,995.00
	XXXXX3871	08/03/2021	FleetPride Inc	51.41	77019486		51.41	0.00	\$51.41
	XXXXX3872	08/03/2021	Foster Bros Security Systems Inc	1,185.92	320932		1,185.92	0.00	\$3,176.66
				217.65	326649		217.65	0.00	
				94.18	326779		94.18	0.00	
				239.80	326885		239.80	0.00	
				498.78	326956		498.78	0.00	
				410.71	326993		410.71	0.00	
				210.15	328423	Lockset Entry GR2 Lever	210.15	0.00	
				319.47	328429		319.47	0.00	
	XXXXX3873	08/03/2021	Fricke Parks Press Inc	7,216.93	110768	Sunnyvale Horizon Summer 2021	7,216.93	0.00	\$7,216.93
	XXXXX3874	08/03/2021	Garda	1,372.32	10632596		1,372.32	0.00	\$2,744.64
				1,372.32	10637808		1,372.32	0.00	
	XXXXX3875	08/03/2021	Gardenland Power Equipment	517.62	865363		517.62	0.00	\$975.84
				66.63	865366		66.63	0.00	
				105.27	866740	Premium Belt	105.27	0.00	
				37.08	868850	Clamping piece	37.08	0.00	
				249.24	870123	Parts	249.24	0.00	
	XXXXX3876	08/03/2021	BKF Engineers	219.00	21070309	Professional serv. 05/24-06/30/21	219.00	0.00	\$219.00
	XXXXX3877	08/03/2021	GCS Environmental Equipment Services Inc	251.99	23447	RH Draglink Mount Weldment	251.99	0.00	\$251.99
	XXXXX3878	08/03/2021	Gigantic Idea Studio	3,332.92	INV-3596	FoodCycle Outreach	3,332.92	0.00	\$3,332.92

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Inc			2020			
	XXXXX3879	08/03/2021	The Goodyear Tire & Rubber Co	7,782.16	189-1106331	Parts HD + Labor	7,782.16	0.00	\$16,991.47
				613.04	189-1106485	Parts	613.04	0.00	
				230.63	189-1106591	Parts & Labor	230.63	0.00	
				159.23	189-1106592	Labor	159.23	0.00	
				544.28	189-1106593	Parts & Labor	544.28	0.00	
				2,154.14	189-1106865		2,154.14	0.00	
				3,666.78	189-1106895		3,666.78	0.00	
				1,841.21	189-1106916		1,841.21	0.00	
	XXXXX3880	08/03/2021	Grainger	807.32	9890819452	Supplies	807.32	0.00	\$1,144.24
				224.61	9960061233		224.61	0.00	
				112.31	9960061241		112.31	0.00	
	XXXXX3881	08/03/2021	Graybar Electric Co Inc	288.55	9322446534	Plantronics	288.55	0.00	\$288.55
	XXXXX3882	08/03/2021	GRM Information Management Services	2,481.52	00116348	Info.Maintenace system	2,481.52	0.00	\$2,481.52
	XXXXX3883	08/03/2021	GT Golf Supplies	461.64	INV226129		461.64	0.00	\$1,221.28
				685.15	INV226183		685.15	0.00	
				74.49	INV226988		74.49	0.00	
	XXXXX3884	08/03/2021	HF&H Consultants LLC	7,363.25	9718349	Prof. Services May 2021	7,363.25	0.00	\$7,363.25
	XXXXX3885	08/03/2021	Hach Co Inc	59.14	12516267	Chemicals	59.14	0.00	\$557.36
				498.22	12536641	Chemicals	498.22	0.00	
	XXXXX3886	08/03/2021	Haines & Company Inc	2,250.00	#000411	Starter Annually 06/30/2021 - 06/30/2022	2,250.00	0.00	\$2,250.00
	XXXXX3887	08/03/2021	HdL Software LLC	19,917.86	SIN009583	Annual Hosting Fee/Business License Use Fee 07/01/21-06/30/22	19,917.86	0.00	\$19,917.86
	XXXXX3888	08/03/2021	High Line Software Inc	70,437.00	INV401479	Annual Support Fees	70,437.00	0.00	\$70,437.00
	XXXXX3889	08/03/2021	Hybrid Commercial	1,522.36	27303	Sunnyvale 2020	1,522.36	0.00	\$4,108.74

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Printing Inc			CCR, Folded - 17 x 22.Work completed 06/30			
				136.41	27304	Cross -Connection Control . Work completed by June 2021	136.41	0.00	
				1,997.08	27305	Construction Permit	1,997.08	0.00	
				194.25	27306		194.25	0.00	
				258.64	27310		258.64	0.00	
	XXXXX3890	08/03/2021	HydroScience Engineers Inc	11,847.50	262001114		11,847.50	0.00	\$11,847.50
	XXXXX3891	08/03/2021	IDEXX Distribution Inc	7,921.28	3088009307	GAMMA IRRAD COLILERT	7,921.28	0.00	\$7,921.28
	XXXXX3892	08/03/2021	Imperial Maintenance Services Inc	61,947.00	36	May 21 Janitorial services	61,947.00	0.00	\$61,947.00
	XXXXX3893	08/03/2021	Imperial Sprinkler Supply	138.75	4721618-00	Supplies	138.75	0.00	\$138.75
	XXXXX3894	08/03/2021	Infosend Inc	1,387.54	179493	Monthly Maintenance Support Fee	1,387.54	0.00	\$27,744.35
				1,159.42	183573		1,159.42	0.00	
				2,387.90	183574		2,387.90	0.00	
				1,412.21	184228	Monthly Main. Support Fee	1,412.21	0.00	
				737.47	184958		737.47	0.00	
				1,161.86	184959		1,161.86	0.00	
				872.49	185652		872.49	0.00	
				1,164.56	187635		1,164.56	0.00	
				1,783.82	187636		1,783.82	0.00	
				1,416.50	187763		1,416.50	0.00	
				1,426.56	189323	March Monthly Stmt.	1,426.56	0.00	
				1,475.46	189574		1,475.46	0.00	
				1,116.91	190456	Utility Billing	1,116.91	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						statements design, printing, flyer inserts and postage			
				2,347.47	190457	Monthly Credit Card Gateway Access	2,347.47	0.00	
				1,430.94	191161	Monthly Credit Card Gateway Access	1,430.94	0.00	
				604.08	191599	Utility Billing statements design, printing, flyer inserts and postage	604.08	0.00	
				1,197.99	191600	Monthly Credit Card Gateway Access	1,197.99	0.00	
				1,137.31	192484		1,137.31	0.00	
				2,070.45	192485	Monthly Credit Card Gateway Access	2,070.45	0.00	
				1,435.46	192713	May Credit Card Gateway Access	1,435.46	0.00	
				17.95	193134	Monthly Credit Card Gateway Access	17.95	0.00	
	XXXXX3895	08/03/2021	Infrastructure Engineering Corp	4,082.50	13826	Rehab Feasibility May 2021	4,082.50	0.00	\$4,082.50
	XXXXX3896	08/03/2021	Intex Auto Parts	775.09	2-37339-15	Filters	775.09	0.00	\$775.09
	XXXXX3897	08/03/2021	IPS Group Inc	458.65	48545	Paper Roll	458.65	0.00	\$458.65
	XXXXX3898	08/03/2021	Junior Chef Stars	5,850.00	1019	Seasonal Camps 06/14-07//02/21	5,850.00	0.00	\$5,850.00
	XXXXX3899	08/03/2021	Keller Supply Company	548.64	S015659556.001	Supplies	548.64	0.00	\$548.64
	XXXXX3900	08/03/2021	Kelly Paper Co	235.93	10633885	Supplies	235.93	0.00	\$642.42
				406.49	10633918	Supplies	406.49	0.00	
	XXXXX3901	08/03/2021	L N Curtis & Sons Inc	473.06	INV505306	Stores Supplies	473.06	0.00	\$473.06

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX3902	08/03/2021	Leighton Stone Corp	370.69	1260229	Supplies	370.69	0.00	\$370.69
	XXXXX3903	08/03/2021	Lexipol LLC	2,927.00	INV3670	Law Enforcement Supplemental Manual 7/1/20-6/30/21	2,927.00	0.00	\$40,505.00
				10,270.00	INVLEX1864	Fire Policy Manual & Daily Training Bulletins 7/1/21-6/30/22	10,270.00	0.00	
				27,308.00	INVLEX3236	Law Enforcement Policy Manuals & Training Bulletins 7/1/21-6/30/22	27,308.00	0.00	
	XXXXX3904	08/03/2021	Mallory Safety & Supply LLC	96.91	5121607	Stores Supplies	96.91	0.00	\$4,574.60
				1,374.98	5123116	Stores Supplies	1,374.98	0.00	
				2,203.03	5128303	Stores Supplies	2,203.03	0.00	
				86.96	5131141	Stores Supplies	86.96	0.00	
				262.70	5132983	Stores Supplies	262.70	0.00	
				550.02	5133208	Stores Supplies	550.02	0.00	
	XXXXX3905	08/03/2021	MM Communications	1,331.50	INV-1060	6/18/2021 Service	1,331.50	0.00	\$1,331.50
	XXXXX3906	08/03/2021	Mountain View Garden Center	46.82	106508	Supplies	46.82	0.00	\$247.69
				130.64	106623	Supplies	130.64	0.00	
				46.82	106666	Supplies	46.82	0.00	
				23.41	106745	Supplies	23.41	0.00	
	XXXXX3907	08/03/2021	Municipal Maintenance Equipment Inc	9,136.20	0161382-IN	Supplies	9,136.20	0.00	\$9,136.20
	XXXXX3908	08/03/2021	Musson Theatrical Inc	1,695.28	00450147	Supplies	1,695.28	0.00	\$2,102.84
				407.56	00450319	Supplies	407.56	0.00	
	XXXXX3909	08/03/2021	NAPA Auto Parts	195.00	5983-658914	Parts	195.00	0.00	\$334.34

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				33.21	5983-672834	Auto Parts	33.21	0.00	
				25.66	5983-672894	Auto Parts	25.66	0.00	
				68.86	5983-672948	Auto Parts	68.86	0.00	
				11.61	5983-673022	Auto Parts	11.61	0.00	
	XXXXX3910	08/03/2021	National Construction Rentals Inc	407.20	6188755	301 Carl Rd 6/26/21-7/23/21	407.20	0.00	\$407.20
	XXXXX3912	08/03/2021	Office Depot Inc	30.40	175899209001	Julie Erdman 6/8/2021	30.40	0.00	\$2,988.46
				534.02	176814987001	Aracely Diaz 6/2/2021	534.02	0.00	
				51.17	180670765001	Julie Callaghan 7/12/2021	51.17	0.00	
				37.52	180670775001	Julie Callaghan 7/12/2021	37.52	0.00	
				105.50	180802604001	Rebecca Elizondo 7/14/2021	105.50	0.00	
				88.24	180952927001	Katrina Holden 6/29/2021	88.24	0.00	
				54.60	181022355001	Phyllis Chan 7/12/2021	54.60	0.00	
				42.97	181022355002	Phyllis Chan 7/12/2021	42.97	0.00	
				288.89	181114283001	Thao Nguyen 7/12/2021	288.89	0.00	
				24.35	181114309001	Thao Nguyen 7/12/2021	24.35	0.00	
				11.38	181114311001	Thao Nguyen 7/12/2021	11.38	0.00	
				68.74	181457902001	Dipali Godbole 7/8/2021	68.74	0.00	
				100.62	182077189001	Debra Alvarez 7/13/2021	100.62	0.00	
				32.73	18210255400	Thao Nguyen	32.73	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					1	7/13/2021			
				7.64	182252024001	Candi Latini 7/9/2021	7.64	0.00	
				10.72	182292470001	Phyllis Chan 7/9/2021	10.72	0.00	
				63.15	182323545001	Candi Latini 7/9/2021	63.15	0.00	
				129.43	182343776001	Victoria Ketell 7/9/2021	129.43	0.00	
				50.61	182420631001	Victoria Ketell 7/9/2021	50.61	0.00	
				305.51	182559867001	Frances Moralez 7/13/2021	305.51	0.00	
				192.06	182794122001	Rebecca Montalvo 7/12/2021	192.06	0.00	
				102.99	182794124001	Rebecca Montalvo 7/12/2021	102.99	0.00	
				42.55	182822707001	Patricia Pickett 7/20/2021	42.55	0.00	
				378.27	182839666001	Victoria Ketell 7/7/2021	378.27	0.00	
				44.29	182839667001	Victoria Ketell 7/7/2021	44.29	0.00	
				29.85	182839668001	Victoria Ketell 7/7/2021	29.85	0.00	
				15.60	183438692001	Linda Lovett 7/11/2021	15.60	0.00	
				33.76	183438693001	Linda Lovett 7/11/2021	33.76	0.00	
				73.09	184819549001	Lorena Rodriguez 7/22/2021	73.09	0.00	
				37.81	185016796001	Frances Moralez 7/22/2021	37.81	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX3913	08/03/2021	P&R Paper Supply Co Inc	201.78	30379091-01	Stores Supplies	201.78	0.00	\$10,825.17
				484.25	30379091-02	Stores Supplies	484.25	0.00	
				1,031.87	30380805-00	Cr Memo 30381040-00 -\$182.81 Applied	1,031.87	0.00	
				1,523.39	30380805-01	Stores Supplies	1,523.39	0.00	
				1,614.79	30380805-02	Stores Supplies	1,614.79	0.00	
				184.84	30380805-03	Stores Supplies	184.84	0.00	
				533.78	30380891-00	Stores Supplies	533.78	0.00	
				2,510.18	30381333-00	Stores Supplies	2,510.18	0.00	
				257.81	30381333-01	Stores Supplies	257.81	0.00	
				86.56	30381333-02	Stores Supplies	86.56	0.00	
				807.09	30381398-00	Stores Supplies	807.09	0.00	
				460.26	30381777-00	Stores Supplies	460.26	0.00	
				38.58	30381777-01	Stores Supplies	38.58	0.00	
				489.00	30381777-02	Stores Supplies	489.00	0.00	
				76.39	30381777-03	Stores Supplies	76.39	0.00	
				524.60	30382450-00	Stores Supplies	524.60	0.00	
				605.32	30382608-00	Cr Memo 30382817-00	605.32	0.00	
				-605.32	30382817-00	Inv 30382608-00	-605.32	0.00	
	XXXXX3914	08/03/2021	Peninsula Battery Inc	220.00	136424	Stores Supplies	220.00	0.00	\$220.00
	XXXXX3915	08/03/2021	Peterson	4,454.28	SW240175613	Engine & Generator Maintenance	4,454.28	0.00	\$4,454.28
	XXXXX3916	08/03/2021	Pine Cone Lumber Co Inc	153.10	105389	Supplies	153.10	0.00	\$195.88
				42.78	107503	Supplies	42.78	0.00	
	XXXXX3917	08/03/2021	Psomas	159,035.00	173987	WPCP Construction Mgmt Svc 4/30/21-6/3/21	159,035.00	0.00	\$159,035.00
	XXXXX3918	08/03/2021	R E P Nut N Bolt Guy	310.00	33306	Stores Supplies	310.00	0.00	\$310.00
	XXXXX3919	08/03/2021	Rayvern Lighting Supply Co Inc	707.07	67290-0	Stores Supplies	707.07	0.00	\$707.07



Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX3920	08/03/2021	Reed & Graham Inc	702.98	004604	Asphalt \$35.15 Discount By 7/30/21	702.98	0.00	\$6,185.50
				5,482.52	997199	Asphalt	5,482.52	0.00	
	XXXXX3921	08/03/2021	Refrigeration Supplies Distributor	177.05	38477434-00	Supplies	177.05	0.00	\$177.05
	XXXXX3922	08/03/2021	Regional Government Services Authority	135.00	12179	Contract Services May 2021 6/29: Patty to correct natural account	135.00	0.00	\$135.00
	XXXXX3923	08/03/2021	Roto-Rooter	735.00	19322962569	5/27/2021 Sewer Pipe Inspection	735.00	0.00	\$735.00
	XXXXX3924	08/03/2021	SFO Reprographics	206.26	71101	PVC DIRECT PRINTING	206.26	0.00	\$206.26
	XXXXX3925	08/03/2021	San Francisco Public Utilities Commission	377.94	48115	AC#3697 Taxes - Water	377.94	0.00	\$2,383.30
				94.91	48118	AC#3678 Taxes - Water	94.91	0.00	
				1,432.98	48119	AC#3750 Taxes - Water	1,432.98	0.00	
				477.47	48121	AC#3247a Taxes - Water	477.47	0.00	
	XXXXX3926	08/03/2021	Sierra-Cedar Inc	112,750.00	PC-000211122	ERP Go-Live Acceptance Retainage Release	112,750.00	0.00	\$112,750.00
	XXXXX3927	08/03/2021	California Newspapers Partnership	93.00	0006580657		93.00	0.00	\$375.00
				193.00	0006580839		193.00	0.00	
				89.00	0006585245		89.00	0.00	
	XXXXX3928	08/03/2021	South Bay Regional Public Safety	665.00	139013 INV	S Chen Driver Awareness 8/25-8/27/2021	665.00	0.00	\$6,347.00
				665.00	139014 INV	T Sprayberry Driver Awareness 8/25-8/27/2021	665.00	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				665.00	139015 INV	E Rosette Driver Awareness 8/25-8/27/2021	665.00	0.00	
				665.00	139017 INV	S Nunes Driver Awareness 8/25-8/27/2021	665.00	0.00	
				597.00	222009	Fukuma,, McMillen & Meinhardt Ethical Leadership 12/1/21	597.00	0.00	
				597.00	222010	Cortez, Fukuma & Meinhardt Instructor Orientation 9/15/21	597.00	0.00	
				1,194.00	222011	Griffith, McMillen & Meinhardt Cert Exam/Eval Trng 9/15/21	1,194.00	0.00	
				399.00	222012	R Cortez Fire Instructor II 7/12-7/15/2021	399.00	0.00	
				900.00	222023	D Mercado & E Wong Basic Dispatch 7/12-7/30/21	900.00	0.00	
	XXXXX3929	08/03/2021	Spartan Tool LLC	138.96	IN00011668	Stores Supplies	138.96	0.00	\$277.92
				138.96	IN00011669	Stores Supplies	138.96	0.00	
	XXXXX3930	08/03/2021	Srixon Golf	2,750.00	6488920 SO	Golf products for resale	2,750.00	0.00	\$2,750.00
	XXXXX3931	08/03/2021	Staples Inc	63.19	3481993018	Summary Bill 8062889875 Katrina Holden 7/1/2021	63.19	0.00	\$1,066.09
				603.01	3481993020	Summary Bill 8062889875 Tim Kashitani 7/6/2021	603.01	0.00	
				399.89	3481993022	Summary Bill 8062889875 Thao	399.89	0.00	

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						Nguyen 7/12/2021			
	XXXXX3932	08/03/2021	Summit Uniforms	284.05	72725		284.05	0.00	\$284.05
	XXXXX3933	08/03/2021	Sunbelt Rentals Inc	5,240.36	112801010-0003	Equipment Rental 6/22/21-7/19/21	5,240.36	0.00	\$5,240.36
	XXXXX3934	08/03/2021	Sunnyvale Towing Inc	59.00	321122	Towing Service	59.00	0.00	\$104.00
				45.00	321310	Towing Service	45.00	0.00	
	XXXXX3935	08/03/2021	TaylorMade Golf Co	-579.50	34609023		-579.50	0.00	\$2,595.41
				-737.84	34609239		-737.84	0.00	
				-175.72	34610654		-175.72	0.00	
				-167.30	34673661		-167.30	0.00	
				1,070.04	35097928	Resale Items \$21.06 Discount By 7/8/21	1,070.04	0.00	
				2,057.86	35160458	Golf merchandise for resale	2,057.86	0.00	
				1,127.87	35176952	Golf Merchandise for resale	1,127.87	0.00	
	XXXXX3936	08/03/2021	Turf & Industrial Equipment Co	108.99	IV39422	Parts	108.99	0.00	\$327.24
				218.25	IV39740	Stores Supplies	218.25	0.00	
	XXXXX3937	08/03/2021	United Rentals	1,673.26	165469049-032	Pickup Truck 6/10/21-7/8/21	1,673.26	0.00	\$5,040.90
				3,367.64	172295268-025	Dump Truck 6/7/21-7/5/21	3,367.64	0.00	
	XXXXX3938	08/03/2021	USA Bluebook	116.41	628327	Supplies	116.41	0.00	\$282.11
				165.70	633978	Supplies	165.70	0.00	
	XXXXX3939	08/03/2021	vCloud Tech Inc	38,795.33	13572-0	VMware Support 7/1/21-6/30/22	38,795.33	0.00	\$38,795.33
	XXXXX3940	08/03/2021	W A Krauss & Co Inc	356.25	202107	July 2021 Management Fee & Reimbursement	356.25	0.00	\$356.25
	XXXXX3941	08/03/2021	Weck Laboratories Inc	95.52	W1G0507	Lab Service	95.52	0.00	\$95.52
	XXXXX3942	08/03/2021	Western States Tool &	55.13	196127	Stores Supplies	55.13	0.00	\$415.24

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			Supply Corp	360.11	196577	Stores Supplies	360.11	0.00	
	XXXXX3943	08/03/2021	Winsupply of Silicon Valley	88.40	026340 01	Supplies	88.40	0.00	\$9,113.68
				9,025.28	026731 02	Supplies \$168.50 Discount By 8/10/2021	9,193.78	168.50	
	XXXXX3944	08/03/2021	Zalco Laboratories	375.00	2106170	6/15/2021 Gas Analysis	375.00	0.00	\$375.00
	XXXXX3945	08/03/2021	Zenner USA Inc	7,102.99	0060656-IN	Stores Supplies	7,102.99	0.00	\$7,102.99
	XXXXX3946	08/03/2021	Citizen Communications LLC	16,500.00	INV-2055	RecyclistProgramTracker:AnnualSubscriptionFee:August1,2021 toJuly 31,2022 PO#BL010736	16,500.00	0.00	\$16,500.00
	XXXXX3947	08/03/2021	SCBA Safety Check Inc	464.32	11056	Annual Testing & Supplies	464.32	0.00	\$464.32
	XXXXX3948	08/03/2021	Roadway Steel & Fabrication Inc	545.63	6742	CAST IRON CATCH BASIN GRATE 6/29: Email Jaime May need PO to pay	545.63	0.00	\$545.63
	XXXXX3949	08/03/2021	Falcon Trading Company Inc	448.44	378711		448.44	0.00	\$448.44
	XXXXX3950	08/03/2021	Ace Fire Equipment & Service Co Inc	430.70	9904901		430.70	0.00	\$430.70
	XXXXX3951	08/03/2021	Stryker Sales LLC	71,285.91	3446464M	Automated External Defibrillators	71,285.91	0.00	\$71,285.91
	XXXXX3952	08/03/2021	Consolidated Parts Inc	763.00	5068334	Parts	763.00	0.00	\$763.00
	XXXXX3953	08/03/2021	Pacific Coast Flag	300.43	25489	Stores Supplies	300.43	0.00	\$300.43
	XXXXX3955	08/03/2021	Lehr Auto Electric	604.12	SI62121	Supplies	604.12	0.00	\$604.12
	XXXXX3956	08/05/2021	First American Title	50,000.00	FTHB-Blume-20210802	Housing Mitigation FTHB Loan	50,000.00	0.00	\$50,000.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX3957	08/05/2021	Stearns, Conrad and Schmidt Consulting Engineers Inc	507.00	0404143	Compliance Activities LF & Smart Stn Apr 2021	507.00	0.00	\$507.00
	XXXXX3958	08/05/2021	AAA Speedy Smog Test Only Station	40.00	032736	smog test	40.00	0.00	\$40.00
	XXXXX3959	08/05/2021	Access Hardware	390.25	5784067-IN		390.25	0.00	\$1,467.36
				43.20	5784684-IN		43.20	0.00	
				145.52	5785541-IN		145.52	0.00	
				597.02	5789429-IN		597.02	0.00	
				291.37	5789500-IN		291.37	0.00	
	XXXXX3960	08/05/2021	Air Cooled Engines Inc	53.77	84832		53.77	0.00	\$53.77
	XXXXX3961	08/05/2021	Alhambra	25.03	19768402 070121 DPS		25.03	0.00	\$459.22
				104.39	19768402 070121 DPS FIRE		104.39	0.00	
				329.80	19768402 070121 WPCP	Water service	329.80	0.00	
	XXXXX3962	08/05/2021	Amazon Capital Services Inc	80.28	17GG-QTPG-7KV7		80.28	0.00	\$340.95
				184.40	1RG9-XN11-4GJF		184.40	0.00	
				76.27	1WQ3-KRCR-DYPP		76.27	0.00	
	XXXXX3963	08/05/2021	AppleOne Employment Services	2,041.08	01-5984980		2,041.08	0.00	\$5,964.97
				1,893.31	01-5992259		1,893.31	0.00	
				2,030.58	01-5992260		2,030.58	0.00	
	XXXXX3964	08/05/2021	Bay Alarm	510.00	18219269		510.00	0.00	\$1,020.00
				510.00	18540687		510.00	0.00	
	XXXXX3965	08/05/2021	Bee Friendly Honey Bee Mgmt Solutions	450.00	6722	services	450.00	0.00	\$450.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX3966	08/05/2021	Bound Tree Medical LLC	-152.71	70310318	Credit Memo to original document #84123412	-152.71	0.00	\$1,895.50
				523.26	84121783	medical supplies	523.26	0.00	
				1,524.95	84123411	medical supplies	1,524.95	0.00	
	XXXXX3967	08/05/2021	C Overaa & Co	510,920.00	210052	Pond effluent pipe repair	510,920.00	0.00	\$510,920.00
	XXXXX3968	08/05/2021	CDM Smith	7,160.00	90128968		7,160.00	0.00	\$7,160.00
	XXXXX3969	08/05/2021	CimexTek Inc	225.00	9599		225.00	0.00	\$225.00
	XXXXX3970	08/05/2021	Clean Vent Inc	760.00	44176		760.00	0.00	\$760.00
	XXXXX3971	08/05/2021	Coast Counties Peterbilt	286.73	01132727P		286.73	0.00	\$3,643.04
				150.72	01132749P		150.72	0.00	
				4.14	01132750P		4.14	0.00	
				267.84	01133068P		267.84	0.00	
				67.63	01133138P		67.63	0.00	
				267.84	01133256P		267.84	0.00	
				2,598.14	01133342P		2,598.14	0.00	
	XXXXX3972	08/05/2021	Concentra	120.50	71988965	DMV Physical	120.50	0.00	\$120.50
	XXXXX3973	08/05/2021	D & M Traffic Services Inc	3,751.78	78232		3,751.78	0.00	\$3,751.78
	XXXXX3974	08/05/2021	De Anza Appliance	99.95	0221-2220-1098		99.95	0.00	\$1,403.61
				99.95	0321-5327-0770		99.95	0.00	
				190.86	0521-0143-9093		190.86	0.00	
				99.95	0721-5161-8809		99.95	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				187.34	0820-8640-5695		187.34	0.00	
				162.36	0920-0373-8575		162.36	0.00	
				563.20	1220-8660-4449		563.20	0.00	
	XXXXX3975	08/05/2021	Econolite Systems Inc	1,308.73	34449		1,308.73	0.00	\$299,312.26
				18,025.09	34451		18,025.09	0.00	
				4,680.00	34454		4,680.00	0.00	
				5,786.25	34558		5,786.25	0.00	
				38,752.85	34575		38,752.85	0.00	
				31,729.38	34577		31,729.38	0.00	
				15,967.02	34595		15,967.02	0.00	
				2,845.15	34706		2,845.15	0.00	
				18,106.65	34732		18,106.65	0.00	
				15,167.20	34733		15,167.20	0.00	
				1,931.16	34809		1,931.16	0.00	
				79,725.72	34827		79,725.72	0.00	
				11,975.64	34828		11,975.64	0.00	
				9,217.67	34829.		9,217.67	0.00	
				4,397.55	34876		4,397.55	0.00	
				7,264.75	34878		7,264.75	0.00	
				5,504.03	34902		5,504.03	0.00	
				3,096.14	34903		3,096.14	0.00	
				3,297.99	34910		3,297.99	0.00	
				973.42	34927		973.42	0.00	
				13,769.37	34932		13,769.37	0.00	
				3,294.97	34936		3,294.97	0.00	
				2,495.53	34993		2,495.53	0.00	
	XXXXX3976	08/05/2021	Ferguson US Holdings Inc	410.96	1638309		410.96	0.00	\$410.96
	XXXXX3977	08/05/2021	Foster Bros Security Systems Inc	7.63	319973		7.63	0.00	\$24.53
				16.90	325824		16.90	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX3978	08/05/2021	GCS Environmental Equipment Services Inc	804.38	23579		804.38	0.00	\$804.38
	XXXXX3979	08/05/2021	Ghirardelli Associates Inc	84,371.04	19110.000-15		84,371.04	0.00	\$84,371.04
	XXXXX3980	08/05/2021	Giuliani & Kull San Jose Inc	700.00	16609		700.00	0.00	\$700.00
	XXXXX3981	08/05/2021	Golden State Fire Apparatus	881,954.60	747223	Pre-payment 75% on one Pierce Mfg-Velocity Heavy Duty Rescue	881,954.60	0.00	\$881,954.60
	XXXXX3982	08/05/2021	Graniterock Co	2,241.57	1309061		2,241.57	0.00	\$2,241.57
	XXXXX3983	08/05/2021	Imperial Maintenance Services Inc	61,947.00	38	Maintenance Services	61,947.00	0.00	\$61,947.00
	XXXXX3984	08/05/2021	Insight Public Sector Inc	1,716.00	1100842506		1,716.00	0.00	\$1,716.00
	XXXXX3985	08/05/2021	Interstate Battery System of San Jose	93.28	10301632		93.28	0.00	\$550.84
				128.63	10301640		128.63	0.00	
				328.93	10301758		328.93	0.00	
	XXXXX3986	08/05/2021	Intex Auto Parts	596.80	2-28047-16	Stores Supplies	596.80	0.00	\$4,866.09
				896.94	2-30347-16	Stores Supplies	896.94	0.00	
				1,721.37	2-31836-15	Stores Supplies	1,721.37	0.00	
				1,038.63	2-32824-19	Stores Supplies	1,038.63	0.00	
				612.35	2-35061-15	Stores Supplies	612.35	0.00	
	XXXXX3987	08/05/2021	Jacqueline R Orrell	300.00	MASP072321	7/23/21 Photos & Edits New City Hall Last Beam Signing Ceremony	300.00	0.00	\$300.00
	XXXXX3988	08/05/2021	JJR Construction Inc	106,482.93	CRBSSDWLK 21#01	ST-21-03	106,482.93	0.00	\$653,756.68
				326,926.68	CRBSSDWLK 21#02	ST-21-03	326,926.68	0.00	



Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				220,347.07	CRBSSDWLK 21#03	ST-21-03	220,347.07	0.00	
	XXXXX3989	08/05/2021	Kelly Paper Co	54.56	10637317	Supplies	54.56	0.00	\$54.56
	XXXXX3990	08/05/2021	Kimley Horn & Assoc Inc	9,414.00	19104384	Staff Extension Svc Thru 6/30/2021	9,414.00	0.00	\$28,184.47
				18,770.47	19104635	Fiber Master Plan Svc Thru 6/30/2021	18,770.47	0.00	
	XXXXX3991	08/05/2021	L N Curtis & Sons Inc	505.55	INV506090	Supplies	505.55	0.00	\$2,941.22
				2,435.67	INV508374	Supplies	2,435.67	0.00	
	XXXXX3992	08/05/2021	Lawson Products Inc	539.47	9308616204	Supplies	539.47	0.00	\$539.47
	XXXXX3993	08/05/2021	LC Action Police Supply	882.90	427568	Supplies	882.90	0.00	\$1,765.80
				882.90	427569	Supplies	882.90	0.00	
	XXXXX3994	08/05/2021	LinkedIn Corp	14,490.00	10111250869	LinkedIn Learning Library 7/1/2021 To 6/30/2022	14,490.00	0.00	\$14,490.00
	XXXXX3995	08/05/2021	Mallory Safety & Supply LLC	455.71	5138427	Stores Supplies	455.71	0.00	\$603.42
				147.71	5140784	Stores Supplies	147.71	0.00	
	XXXXX3996	08/05/2021	Mission Valley Ford Truck Sales Inc	247.89	757875	Parts	247.89	0.00	\$288.86
				29.84	757905	Parts	29.84	0.00	
				5.75	758193	Parts	5.75	0.00	
				5.38	758194	Parts	5.38	0.00	
	XXXXX3997	08/05/2021	MM Communications	450.00	INV-1084	7/29/2021 Cable Work	450.00	0.00	\$450.00
	XXXXX3998	08/05/2021	Motorola	28,523.60	8230333726	Astro Essential Svc 7/1/2021-6/30/2022	28,523.60	0.00	\$28,523.60
	XXXXX3999	08/05/2021	Mountain View Garden Center	53.96	106504	Supplies	53.96	0.00	\$1,085.95
				167.86	106621	Supplies	167.86	0.00	
				70.23	106667	Supplies	70.23	0.00	
				140.45	106677	Supplies	140.45	0.00	
				392.07	106702	Supplies	392.07	0.00	
				261.38	106705	Supplies	261.38	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX4000	08/05/2021	Municipal Maintenance Equipment Inc	78.27	0161433-IN	Parts	78.27	0.00	\$356.16
				176.57	0161436-IN	Parts	176.57	0.00	
				101.32	0161537-IN	Parts	101.32	0.00	
	XXXXX4001	08/05/2021	NAPA Auto Parts	48.21	5983-674657	Parts	48.21	0.00	\$1,693.62
				39.10	5983-675391	Parts	39.10	0.00	
				90.37	5983-675507	Parts	90.37	0.00	
				155.13	5983-675549	Parts	155.13	0.00	
				34.67	5983-676188	Parts	34.67	0.00	
				29.72	5983-676213	Parts	29.72	0.00	
				209.19	5983-676430	Parts	209.19	0.00	
				155.13	5983-676676	Parts	155.13	0.00	
				118.68	5983-676875	Parts	118.68	0.00	
				100.05	5983-676927	Parts	100.05	0.00	
				71.91	5983-677178	Parts	71.91	0.00	
				26.33	5983-677204	Parts	26.33	0.00	
				98.09	5983-677654	Parts	98.09	0.00	
				20.45	5983-678242	Parts	20.45	0.00	
				12.30	5983-678521	Parts	12.30	0.00	
				18.44	5983-678529	Parts	18.44	0.00	
				46.35	5983-679005	Parts	46.35	0.00	
				16.32	5983-679207	Parts	16.32	0.00	
				21.91	5983-679427	Parts	21.91	0.00	
				37.72	5983-679530	Parts	37.72	0.00	
				121.99	5983-680048	Parts	121.99	0.00	
				221.56	5983-680105	Parts	221.56	0.00	
	XXXXX4002	08/05/2021	Netfile Inc	4,162.50	7481	Campaign System & Form 700 SEI System 7/15/21 - 10/15/21	4,162.50	0.00	\$4,162.50
	XXXXX4003	08/05/2021	OCLC Inc	760.82	1000135893	WebDewey 7/01/2021 - 6/30/2022	760.82	0.00	\$29,824.16
				29,063.34	1000136332	Cataloging and	29,063.34	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						Metadata Subscription 7/1/2021-6/30/2022			
	XXXXX4004	08/05/2021	Office Depot Inc	91.61	182085227001	Debra Alvarez 7/15/2021	91.61	0.00	\$4,144.70
				11.45	182085227002	Debra Alvarez 7/15/2021	11.45	0.00	
				-52.62	182303609001	Thao Nguyen Inv 181114283001	-52.62	0.00	
				236.11	182794119001	Rebecca Montalvo 7/12/2021	236.11	0.00	
				3,750.58	183344124001	Stores AC#90258206 7/16-31/2021 Billing ID 35702910	3,750.58	0.00	
				-54.60	183358543001	Phyllis Chan Inv#181022355001	-54.60	0.00	
				123.53	185319027001	Julie Callaghan 7/27/2021	123.53	0.00	
				38.64	185319028001	Julie Callaghan 7/27/2021	38.64	0.00	
	XXXXX4005	08/05/2021	Oracle America Inc	5,247.00	8626695	EDU Unlimited Cloud Learning Subscription SaaS 4/13/21-7/12/21	5,247.00	0.00	\$5,247.00
	XXXXX4006	08/05/2021	OverDrive Inc	14,000.00	H-0076778	OverDrive annual platform July 2021 - June 2022	14,000.00	0.00	\$14,000.00
	XXXXX4007	08/05/2021	P&R Paper Supply Co Inc	169.20	30381333-03	Stores Supplies	169.20	0.00	\$455.93
				59.42	30381777-04	Stores Supplies	59.42	0.00	
				227.31	30383657-00	Stores Supplies	227.31	0.00	
	XXXXX4008	08/05/2021	Pacific Crest Landscape and Maintenance	833.33	43031	July 2021	833.33	0.00	\$833.33
	XXXXX4009	08/05/2021	Pacific Gas & Electric	130,805.81	1105922118-	City Buildings	130,805.81	0.00	\$130,805.81

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Co		1 0621				
	XXXXX4010	08/05/2021	Peninsula Crane And Rigging	813.00	3036	Service	813.00	0.00	\$813.00
	XXXXX4011	08/05/2021	Peterson	1,395.45	PC240036869	Supplies	1,395.45	0.00	\$1,395.45
	XXXXX4012	08/05/2021	Pro-Sweep Inc	856.96	294232	121 W Evelyn Ave June 2021	856.96	0.00	\$1,392.56
				535.60	294233	121 W Evelyn Ave June 2021	535.60	0.00	
	XXXXX4013	08/05/2021	ProQuest LLC	5,117.30	70693154	Ancestry Library 8/1/21-7/31/22	5,117.30	0.00	\$5,117.30
	XXXXX4014	08/05/2021	QOVO Solutions Inc	243.00	26-3771	July 2021 Surveillance Support	243.00	0.00	\$486.00
				243.00	26-3861	Surveillance Support Aug 2021	243.00	0.00	
	XXXXX4015	08/05/2021	Reed & Graham Inc	776.14	005744	\$40.85 Discount By 8/12/2021 Applied	776.14	0.00	\$14,689.79
				9,627.12	005889	Emulsion \$506.69 Discount By 8/13/2021	10,133.81	506.69	
				4,180.56	006280	Emulsion \$220.03 Discount By 8/16/2021	4,400.59	220.03	
				105.97	995486	Emulsions	105.97	0.00	
	XXXXX4016	08/05/2021	Safeway Inc	113.42	00439374-070621	DPS 7/6/2021 Purchase	113.42	0.00	\$1,092.47
				162.58	00721363-071921	DPS 7/19/2021 Purchase	162.58	0.00	
				55.90	00728824-071221	DPS 7/12/2021 Purchase	55.90	0.00	
				365.40	00800460-071621	DPS 7/16/2021 Purchase	365.40	0.00	
				96.26	00802390-	DPS 7/19/2021	96.26	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					071921	Purchase			
				52.94	00805679-070221	DPS 7/2/2021 Purchase	52.94	0.00	
				147.80	00806791-070621	DPS 7/6/2021 Purchase	147.80	0.00	
				98.17	00807167-080421	DPS 8/4/2021 Purchase	98.17	0.00	
	XXXXX4017	08/05/2021	Santa Clara Lighting Inc	1,011.74	21677	Misc lighting supplies	1,011.74	0.00	\$1,011.74
	XXXXX4018	08/05/2021	SAP Public Services Inc	4,694.88	6665016700	SAP BusObj Mtce Fee Enterprise Support 7/1/21-6/30/22	4,694.88	0.00	\$4,694.88
	XXXXX4019	08/05/2021	Security Alert Systems of California Inc	80.00	176122	\$535 partial paid on Ck#10001752 issued 5/6/21	80.00	0.00	\$1,925.00
				615.00	176163.	Fire and Security Alarm Monitoring Fees Jan 2021	615.00	0.00	
				615.00	176199	Fire and Security Alarm Monitoring Fees Feb 2021	615.00	0.00	
				615.00	176982	Fire and Security Alarm Monitoring Fees Apr 2021	615.00	0.00	
	XXXXX4020	08/05/2021	San Francisco Public Utilities Commission	4,517.66	48116	AC#3215 Taxes - Water	4,517.66	0.00	\$5,013.14
				495.48	48117	AC#4004 Taxes - Water	495.48	0.00	
	XXXXX4021	08/05/2021	Sierra Pacific Turf Supply Inc	373.16	0598041-IN	Supplies	373.16	0.00	\$1,099.48
				726.32	0599598-IN	Supplies	726.32	0.00	
	XXXXX4022	08/05/2021	Smart & Final Inc	9.99	120077-070721	7/7/2021 Purchase	9.99	0.00	\$186.44
				37.41	499199-	7/15/2021 Purchase	37.41	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					071521				
				139.04	983711-070821	7/8/2021 Purchase	139.04	0.00	
	XXXXX4023	08/05/2021	Sunnyvale Towing Inc	45.00	320091	Tow Service	45.00	0.00	\$45.00
	XXXXX4024	08/05/2021	Talon Ecological Research Group	400.00	SUS0003	Burrowing Owl Monitoring Jun 2021	400.00	0.00	\$1,960.00
				1,560.00	SUV0001	Burrowing Owl Habitat Improvements Jun 2021	1,560.00	0.00	
	XXXXX4025	08/05/2021	Turf Star Inc	2,408.01	7180717-00	Supplies	2,408.01	0.00	\$2,408.01
	XXXXX4026	08/05/2021	Unity Courier Service Inc	922.00	470556	Library AC#C30508 July 2021	922.00	0.00	\$922.00
	XXXXX4027	08/05/2021	Vermont Systems Inc	10,628.40	70403	RecTrac & WebTrac 7/1/21-6/30/22	10,628.40	0.00	\$10,628.40
	XXXXX4028	08/05/2021	VESTRA Resources Inc	123.50	SUNNYVALE_CI.82006-12 REVISED	GIS Support Services Thru 5/31/2021	123.50	0.00	\$123.50
	XXXXX4029	08/05/2021	West Coast Security Inc	200.91	07192021-4	Service Call	200.91	0.00	\$200.91
	XXXXX4030	08/05/2021	West Valley Staffing Group	2,368.44	298731	Margaret Netto W/E 7/11/2021	2,368.44	0.00	\$5,526.36
				789.48	299108	Margaret Netto W/E 7/18/2021	789.48	0.00	
				2,368.44	299480	Margaret Netto W/E 7/25/2021	2,368.44	0.00	
	XXXXX4031	08/05/2021	Wildlife Center of Silicon Valley	10,644.00	FY21/22 Wildlife Services	Funding for provision of wildlife services FY21/22	10,644.00	0.00	\$10,644.00
	XXXXX4032	08/05/2021	Winsupply of Silicon Valley	160.03	026736 01	Supplies	160.03	0.00	\$160.03
	XXXXX4033	08/05/2021	Zayo Group LLC	32,604.33	20210700248	July 2021	32,604.33	0.00	\$32,604.33

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					65				
	XXXXX4034	08/05/2021	The Sourcing Group LLC	807.56	398566	#10 Window Envelopes	807.56	0.00	\$807.56
	XXXXX4035	08/05/2021	Anixter Inc	1,099.08	22K411270		1,099.08	0.00	\$1,099.08
	XXXXX4036	08/05/2021	Battery Systems Inc	614.47	6826721		614.47	0.00	\$614.47
	XXXXX4037	08/05/2021	Fortel Traffic Inc	50,000.00	10439		50,000.00	0.00	\$50,000.00
	XXXXX4038	08/05/2021	LD Products Inc	57.14	SIP-012569343	HP COLOR LASERJET	57.14	0.00	\$57.14
	XXXXX4039	08/05/2021	Core & Main LP	999.59	P100597		999.59	0.00	\$4,141.57
				204.91	P116422		204.91	0.00	
				2,359.80	P157265		2,359.80	0.00	
				468.14	P225010		468.14	0.00	
				109.13	P239363.		109.13	0.00	
	XXXXX4040	08/05/2021	State Water Resources Control Board	105.00	D4-44401-21	D4 Renewal - Jose Navarro	105.00	0.00	\$105.00
	XXXXX4041	08/05/2021	State Water Resources Control Board	60.00	T2-42731-21	Jose Navarro Op#42731 T2 Renewal	60.00	0.00	\$60.00
WIRE	XXXXX4484	08/03/2021	California Dept of Tax & Fee Admin	20,228.27	20295944	June 30, 2021	20,228.27	0.00	\$20,228.27
	XXXXX4572	08/05/2021	Keenan & Associates	50,109.99	7/1/21 - 7/15/21	Wire for Keenan & Associates - Trust Reimbursement for the period 7/01/2021 to 07/15/21 WR Date: 7/20/2021	50,109.99	0.00	\$50,109.99
	XXXXX4573	08/05/2021	The Bank of New York Mellon	1,215,604.85	CFD DS 8-1-21	CFD 1 Debit Service WR Date: 7/23/2021	1,215,604.85	0.00	\$1,215,604.85

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX4574	08/05/2021	US Bank	585,762.50	1792024	Central Core Debt Service WR Date: 7/23/2021	585,762.50	0.00	\$585,762.50
	XXXXX4575	08/05/2021	Public Employees Retirement System	1,775,672.14	100000016462974	Medical Premium - Active Medical Premium - Retired WR Date: 7/7/2021	1,775,672.14	0.00	\$1,775,672.14
Grand Total				8,794,447.66			8,795,342.88	895.22	\$8,794,447.66



City of Sunnyvale

**LIST # 088**

**List of All Claims and Bills Approved for Payment  
For Payments Dated 08/08/2021 through 08/14/2021**

**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	XXXXX4042	08/10/2021	Aantex Pest Control	82.00	442869		82.00	0.00	\$1,708.00
				63.00	442870		63.00	0.00	
				105.00	442871		105.00	0.00	
				101.00	442872		101.00	0.00	
				80.00	442873		80.00	0.00	
				126.00	442874		126.00	0.00	
				86.00	442875		86.00	0.00	
				86.00	442876		86.00	0.00	
				86.00	442877		86.00	0.00	
				86.00	442878		86.00	0.00	
				137.00	442883		137.00	0.00	
				85.00	442885		85.00	0.00	
				88.00	442887		88.00	0.00	
				86.00	444422		86.00	0.00	
				86.00	444423		86.00	0.00	
				44.00	444427		44.00	0.00	
				44.00	444428		44.00	0.00	
				87.00	444432		87.00	0.00	
				85.00	444800		85.00	0.00	
				65.00	444801		65.00	0.00	
	XXXXX4043	08/10/2021	Acushnet Co	211.72	911450485		211.72	0.00	\$662.36
				122.35	911475199		122.35	0.00	
				328.29	911512476		328.29	0.00	
	XXXXX4044	08/10/2021	Advanced Chemical Transport Inc	77.17	346226		77.17	0.00	\$77.17

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXXX4045	08/10/2021	Airgas USA LLC	111.28	9115379715	Air Zero	111.28	0.00	\$695.47
				584.19	9115773109		584.19	0.00	
	XXXXXX4046	08/10/2021	Alhambra	24.99	19768402070121	Library July 21	24.99	0.00	\$24.99
	XXXXXX4047	08/10/2021	All Star Glass	666.49	ISJ075170		666.49	0.00	\$666.49
	XXXXXX4048	08/10/2021	Amazon Capital Services Inc	51.17	111J-PF74-QCWX		51.17	0.00	\$3,694.51
				65.53	13K3-W67C-LGNM	CM 1CGT-WFVQ-NGY3 applied for unit price adjustment	65.53	0.00	
				56.88	16YW-MMFL-6DHP		56.88	0.00	
				248.82	1CGT-WFVQ-G39J		248.82	0.00	
				332.60	1DFP-WWHH-1N9H		332.60	0.00	
				57.80	1FH7-GL9D-CVHK		57.80	0.00	
				110.19	1GDY-4C9K-4WC9		110.19	0.00	
				180.08	1GPK-QLDV-GH9R		180.08	0.00	
				24.00	1JKG-WGRM-RR4G		24.00	0.00	
				131.81	1K4W-M9QK-K1RK		131.81	0.00	
				62.70	1K4X-L4NG-GWX3		62.70	0.00	
				106.53	1KR7-L3KR-3PJ7		106.53	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				461.16	1LF4-NGP1-7GQK		461.16	0.00	
				69.73	1MWF-R1JR-1TTP		69.73	0.00	
				13.41	1NPM-1V7T-7TWL		13.41	0.00	
				76.10	1NQ4-HX73-QNQ7		76.10	0.00	
				37.45	1P6Q-MCQ9-3NMF		37.45	0.00	
				605.21	1QD6-FTFW-XJL6		605.21	0.00	
				5.45	1R4Y-7FDP-6LCX		5.45	0.00	
				604.55	1TWP-W1YC-6R7H		604.55	0.00	
				393.34	1Y7N-RJHT-CN9X		393.34	0.00	
	XXXXX4049	08/10/2021	AppleOne Employment Services	1,605.60	01-5971855		1,605.60	0.00	\$10,873.46
				1,341.60	01-5971857		1,341.60	0.00	
				1,464.30	01-5978119		1,464.30	0.00	
				1,627.97	01-5978120		1,627.97	0.00	
				804.96	01-5978121		804.96	0.00	
				1,815.39	01-5984979		1,815.39	0.00	
				1,341.60	01-5984981		1,341.60	0.00	
				872.04	01-5992261		872.04	0.00	
	XXXXX4050	08/10/2021	Assn of Bay Area Governments	31,751.00	AR026111	FY21/22 ABAG Membership Dues	31,751.00	0.00	\$31,751.00
	XXXXX4051	08/10/2021	Backflow Prevention Specialists Inc	43.47	10338		43.47	0.00	\$237.22
				193.75	10339		193.75	0.00	
	XXXXX4052	08/10/2021	BTAC Acquisition Corp	587.08	415168072021V		587.08	0.00	\$4,310.21
				1,659.49	5017115018		1,659.49	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				854.99	5017129894		854.99	0.00	
				98.76	5017129895		98.76	0.00	
				782.81	5017129896		782.81	0.00	
				35.62	H56181480		35.62	0.00	
				96.76	H56268710		96.76	0.00	
				164.17	H56270110		164.17	0.00	
				18.58	H56301160		18.58	0.00	
				11.95	H56423040		11.95	0.00	
	XXXXX4053	08/10/2021	Bee Friendly Honey Bee Mgmt Solutions	650.00	6689		650.00	0.00	\$650.00
	XXXXX4054	08/10/2021	Black & Veatch Corp	2,925.00	1346261		2,925.00	0.00	\$2,925.00
	XXXXX4055	08/10/2021	Bound Tree Medical LLC	-85.96	70307798	Credit for #83994805	-85.96	0.00	\$8,088.42
				29.73	83890587		29.73	0.00	
				1,702.90	83907896		1,702.90	0.00	
				20.02	83913109		20.02	0.00	
				2,247.16	83956962		2,247.16	0.00	
				2,882.67	84123412		2,882.67	0.00	
				152.71	84130002		152.71	0.00	
				1,139.19	84133451		1,139.19	0.00	
	XXXXX4056	08/10/2021	California Building Officials	140.00	14405	Training Course	140.00	0.00	\$2,220.00
				2,080.00	14406	Training Course	2,080.00	0.00	
	XXXXX4057	08/10/2021	Caltest Analytical Laboratory	179.94	623473		179.94	0.00	\$539.82
				179.94	623474		179.94	0.00	
				179.94	623475		179.94	0.00	
	XXXXX4058	08/10/2021	Carbonic Service Inc	255.77	366105		255.77	0.00	\$255.77
	XXXXX4059	08/10/2021	Cintas Loc #38K	9.71	4086169903		9.71	0.00	\$205.04
				41.55	4086169914		41.55	0.00	
				9.71	4086888771		9.71	0.00	
				41.55	4086888852		41.55	0.00	
				9.71	4087502717		9.71	0.00	
				41.55	4087502752		41.55	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				9.71	4088187000		9.71	0.00	
				41.55	4088187047		41.55	0.00	
	XXXXX4060	08/10/2021	Colormasters Custom Painting & Decorating	1,385.00	5921	Pressure wash, degrease, scuff	1,385.00	0.00	\$1,385.00
	XXXXX4061	08/10/2021	Ferguson US Holdings Inc	452.46	1634775		452.46	0.00	\$9,808.63
				7,408.39	1639940		7,408.39	0.00	
				1,947.78	1641780		1,947.78	0.00	
	XXXXX4062	08/10/2021	FleetPride Inc	38.11	77254049	Parts	38.11	0.00	\$507.80
				55.05	77404048	Parts	55.05	0.00	
				162.68	77424478	Parts	162.68	0.00	
				43.75	77756271	Parts	43.75	0.00	
				208.21	78415200	Parts	208.21	0.00	
	XXXXX4063	08/10/2021	Foster Bros Security Systems Inc	48.29	328850		48.29	0.00	\$59.15
				10.86	328874		10.86	0.00	
	XXXXX4064	08/10/2021	Gardenland Power Equipment	2,360.53	871963		2,360.53	0.00	\$2,360.53
	XXXXX4065	08/10/2021	Hach Co Inc	66.54	12542962	Supplies	66.54	0.00	\$177.08
				110.54	12547350	Supplies	110.54	0.00	
	XXXXX4066	08/10/2021	HDR Engineering Inc	1,545.40	1200362455	Consulting Svc May 23–June 26 2021	1,545.40	0.00	\$1,545.40
	XXXXX4067	08/10/2021	Hi-Tech Optical Inc	175.00	868045	SOMERA MARK	175.00	0.00	\$400.00
				125.00	871252	GOR SAM JR. 1	125.00	0.00	
				100.00	871476	JUNE DISPENSING	100.00	0.00	
	XXXXX4068	08/10/2021	Turf & Industrial Equipment Co	457.39	IV39471	Equipment	457.39	0.00	\$1,246.95
				442.44	IV39620	Parts	442.44	0.00	
				41.42	IV39657	Parts	41.42	0.00	
				117.33	IV39663	Parts	117.33	0.00	
				188.37	IV39750	Parts	188.37	0.00	
	XXXXX4069	08/10/2021	Turf Star Inc	178.69	7155279- 00	Supplies	178.69	0.00	\$632.39
				65.31	7156281 -00	Supplies	65.31	0.00	
				99.07	7156543-00	Supplies	99.07	0.00	
				46.18	7158089-00	Siupplies	46.18	0.00	
				243.14	7160164-00	Supplies	243.14	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX4070	08/10/2021	Unity Courier Service Inc	922.00	471477	Library AC#C30508 Jul 2021	922.00	0.00	\$922.00
	XXXXX4071	08/10/2021	Valley Oil Co	28,844.96	74947	Stores Inventory	28,844.96	0.00	\$61,109.76
				28,811.98	77221	Stores Inventory	28,811.98	0.00	
				3,452.82	77740	Stores Inventory	3,452.82	0.00	
	XXXXX4072	08/10/2021	Wardell Auto Interiors and Tops LLC	349.05	10644	Parts & Labor	349.05	0.00	\$923.55
				574.50	10704	Parts & Labor	574.50	0.00	
	XXXXX4073	08/10/2021	Iconix Waterworks	85.87	U2116032476	Supplies - Pick Up Order	85.87	0.00	\$463.77
				377.90	U2116034559		377.90	0.00	
	XXXXX4074	08/10/2021	Imperial Sprinkler Supply	156.00	4645494-00	Supplies	156.00	0.00	\$983.95
				596.31	4682767-01	Supplies	596.31	0.00	
				231.64	4711186-00	Supplies	231.64	0.00	
	XXXXX4075	08/10/2021	Intermountain Slurry Seal Inc	291,096.49	SlurrySeal2021#01	ST-21-02	291,096.49	0.00	\$291,096.49
	XXXXX4076	08/10/2021	Intex Auto Parts	35.28	2-32125-14	Parts	35.28	0.00	\$1,837.52
				16.37	2-32335-17	Parts	16.37	0.00	
				160.37	2-32762-16	Parts	160.37	0.00	
				3.72	2-32763-14	Parts	3.72	0.00	
				17.42	2-32814-12	Parts	17.42	0.00	
				33.83	2-33040-16	Parts	33.83	0.00	
				33.28	2-33245-14	Parts	33.28	0.00	
				31.10	2-33247-6	Parts	31.10	0.00	
				9.28	2-34213-14	Parts	9.28	0.00	
				17.58	2-34562-16	Parts	17.58	0.00	
				38.19	2-35069-12	Parts	38.19	0.00	
				29.53	2-35582-13	Parts	29.53	0.00	
				199.21	2-35637-13	Parts	199.21	0.00	
				13.10	2-35994-15	Parts	13.10	0.00	
				69.47	2-35999-12	Parts	69.47	0.00	
				170.28	2-36005-13	Parts	170.28	0.00	
				959.51	2-40458-15	Stores Inventory	959.51	0.00	
	XXXXX4077	08/10/2021	Java Connections LLC	3,588.83	2317	HW Platinum Plus &	3,588.83	0.00	\$3,588.83

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						SW Lic 8/1/2021-7/31/2022			
	XXXXX4078	08/10/2021	Javelco Equipment Service Inc	117.72	58354	Hose Whip	117.72	0.00	\$117.72
	XXXXX4079	08/10/2021	Johnson Controls Fire Protection LP	645.75	22210921	Corp Yard 221 Commercial May-Jul 2021	645.75	0.00	\$5,824.28
				698.00	22210960	City Hall Annex 660 W Olive May-Jul 2021	698.00	0.00	
				753.00	22210998	City Hall 456 W Olive May-Jul 2021	753.00	0.00	
				312.50	22211040	DPS 700 All American Way May-Jul 2021	312.50	0.00	
				820.29	22211154	Performing Arts Ctr 550 E Remington May-Jul 2021	820.29	0.00	
				833.00	22211160	Multi Modal Transit Stn121 W Evelyn May-Jul 2021	833.00	0.00	
				1,761.74	22211291	Community Ctr 500 E Remington May-Jul 2021	1,761.74	0.00	
	XXXXX4080	08/10/2021	Kanopy Inc	1,132.00	257014 – PPU	Streaming Service	1,132.00	0.00	\$1,132.00
	XXXXX4081	08/10/2021	Keenan & Associates	37,127.08	261626	W/C Claim Admin Installment 8 of 12	37,127.08	0.00	\$37,127.08
	XXXXX4082	08/10/2021	KME Fire Apparatus	4,337.88	ca 554964	Parts	4,337.88	0.00	\$6,946.23
				323.46	ca 555332	Parts	323.46	0.00	
				126.63	ca 555339	Parts	126.63	0.00	
				643.82	ca 555367	Parts	643.82	0.00	
				560.59	ca 555580	Parts	560.59	0.00	

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				441.98	ca 555699	Parts	441.98	0.00	
				511.87	ca 555750	Parts	511.87	0.00	
	XXXXX4083	08/10/2021	L N Curtis & Sons Inc	65.48	INV505725	Supplies	65.48	0.00	\$2,208.48
				716.95	INV506786	Supplies	716.95	0.00	
				1,426.05	INV509681	Supplies	1,426.05	0.00	
	XXXXX4084	08/10/2021	Mallory Safety & Supply LLC	587.54	5142317	Stores Inventory	587.54	0.00	\$3,010.12
				2,422.58	5143006	Stores Inventory	2,422.58	0.00	
	XXXXX4085	08/10/2021	Mission Linen Service	72.08	515077439	Linen Rental	72.08	0.00	\$1,912.26
				83.39	515077465	Linen Rental	83.39	0.00	
				75.47	515095149	Linen Rental	75.47	0.00	
				62.18	515095150	Linen Rental	62.18	0.00	
				62.18	515095151	Linen Rental	62.18	0.00	
				110.25	515095152	Linen Rental	110.25	0.00	
				72.08	515125843	Linen Rental	72.08	0.00	
				94.59	515125869	Linen Rental	94.59	0.00	
				75.47	515133565	Linen Rental	75.47	0.00	
				62.18	515133566	Linen Rental	62.18	0.00	
				70.97	515133567	Linen Rental	70.97	0.00	
				107.60	515133568	Linen Rental	107.60	0.00	
				72.08	515169382	Linen Rental	72.08	0.00	
				83.39	515169408		83.39	0.00	
				75.47	515178574	Linen Rental	75.47	0.00	
				62.18	515178575	Linen Rental	62.18	0.00	
				62.18	515178576	Linen Rental	62.18	0.00	
				107.60	515178577	Linen Rental	107.60	0.00	
				110.10	515212437	Linen Rental	110.10	0.00	
				83.39	515212463	Linen Rental	83.39	0.00	
				75.47	515222654	Linen Rental	75.47	0.00	
				62.18	515222655	Linen Rental	62.18	0.00	
				62.18	515222656	Linen Rental	62.18	0.00	
				107.60	515222657	Linen Rental	107.60	0.00	
	XXXXX4086	08/10/2021	Water One Industries Inc	1,300.00	147842	Water Treatment Service Jun 2021	1,300.00	0.00	\$1,300.00



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	XXXXX4087	08/10/2021	Waypoint Analytical California Inc	246.00	089227	June 2021 Consulting	246.00	0.00	\$246.00
	XXXXX4088	08/10/2021	Weck Laboratories Inc	127.36	W1F1521	Lab Service	127.36	0.00	\$222.88
				95.52	W1G0100	Lab Service	95.52	0.00	
	XXXXX4089	08/10/2021	Yorke Engineering LLC	1,109.50	26024	Consulting Sept 2020 - May 2021	1,109.50	0.00	\$1,109.50
	XXXXX4090	08/10/2021	Zalco Laboratories	375.00	2107097	Gas Analysis	375.00	0.00	\$375.00
	XXXXX4091	08/10/2021	Benefit Coordinators Corporation	47,070.27	9589	Life Insurance & LTD Aug 21	47,070.27	0.00	\$47,070.27
	XXXXX4092	08/10/2021	Callyo 2009 Corp	5,980.00	R14698	Subscription period: 07/01/2021 - 06/30/2022	5,980.00	0.00	\$5,980.00
	XXXXX4093	08/10/2021	Pacific Coast Flag	473.22	25593	Stores Inventory	473.22	0.00	\$473.22
	XXXXX4094	08/10/2021	Vigilant Solutions LLC	4,632.50	42979 RI	INVESTIGATIVE DATA PLATFORM July 2021-June 2022	4,632.50	0.00	\$4,632.50
	XXXXX4095	08/10/2021	DeSilva Gates Construction LP	1,586,736.28	PVMNTREHA B2020#03	ST-18-09	1,586,736.28	0.00	\$1,586,736.28
	XXXXX4096	08/10/2021	Core & Main LP	1,079.24	P327097	Supplies	1,079.24	0.00	\$1,079.24
	XXXXX4097	08/10/2021	Marilyn R Simon	2,500.00	Comet Plumbing 50918	Emergency Grant Reimb 830 Piper Ave	2,500.00	0.00	\$2,500.00
	XXXXX4098	08/10/2021	Sunnyvale Public Safety Officers Assn	5,022.50	Disability0821	LTD Reimbursement Aug 2021	5,022.50	0.00	\$5,022.50
	XXXXX4099	08/10/2021	National Construction Rentals Inc	160.90	6188756	Borregas & Carl Rental 6/26/21-7/23/21	160.90	0.00	\$160.90
	XXXXX4100	08/10/2021	Nixon Egli Equipment Co Inc	2,228.01	C45555	Parts	2,228.01	0.00	\$4,819.52
				2,591.51	C45585	Parts	2,591.51	0.00	
	XXXXX4101	08/10/2021	Office Depot Inc	100.60	18073889100	Rebecca Montalvo	100.60	0.00	\$1,688.69

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					1	8/3/2021			
				48.76	182420632001	Victoria Ketell 7/9/2021	48.76	0.00	
				423.24	183177657001	Marion Valino 7/27/2021	423.24	0.00	
				197.83	185436576001	Rebecca Montalvo 7/28/2021	197.83	0.00	
				152.75	186418310001	Julie Choun 8/4/2021	152.75	0.00	
				135.37	186884548001	Jaime Hernandez 8/2/2021	135.37	0.00	
				21.28	186884549001	Jaime Hernandez 8/2/2021	21.28	0.00	
				102.02	187396314001	Phyllis Chan 8/3/2021	102.02	0.00	
				135.11	187396314002	Phyllis Chan 8/3/2021	135.11	0.00	
				371.73	187545611001	Rick Cotter 8/4/2021	371.73	0.00	
	XXXXX4102	08/10/2021	OverDrive Inc	15,750.00	13449MG21277141	Magazine Subscription Svc	15,750.00	0.00	\$15,750.00
	XXXXX4103	08/10/2021	P&R Paper Supply Co Inc	242.13	30383657-01	Stores Inventory	242.13	0.00	\$3,745.75
				456.85	30383876-00	Stores Inventory Cr Memo 30384187-00 - \$94.65 Applied	456.85	0.00	
				3,046.77	30384002-00	Stores Inventory	3,046.77	0.00	
	XXXXX4104	08/10/2021	Pacific Library Partnership	19,641.00	1042	FY 2021/22 PLP Membership Fees	19,641.00	0.00	\$19,641.00
	XXXXX4105	08/10/2021	Pacific Plumbing & Underground	1,072.00	67919SR	8/2/2021 Service	1,072.00	0.00	\$1,072.00
	XXXXX4106	08/10/2021	Pacific West Security Inc	176.00	50641	Golf Shop Aug 2021	176.00	0.00	\$176.00
	XXXXX4107	08/10/2021	Pine Cone Lumber Co	544.75	111689	Stores Inventory	549.74	4.99	\$544.75

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Inc			\$4.99 Discount By 8/15/2021			
	XXXXX4108	08/10/2021	R & R Products Inc	278.66	CD2569452	Supplies	278.66	0.00	\$278.66
	XXXXX4109	08/10/2021	Reed & Graham Inc	4,833.31	006170	Emulsion \$254.38 Discount By 8/15/2021	5,087.69	254.38	\$26,994.88
				9,158.92	006543	Emulsion \$482.05 Discount By 8/20/2021	9,640.97	482.05	
				4,485.63	006663	Emulsion \$236.09 Discount By 8/21/2021	4,721.72	236.09	
				1,222.18	007078	Asphalt \$64.33 Discount By 8/25/2021	1,286.51	64.33	
				7,294.84	007305	Emulsion \$383.94 Discount By 8/28/2021	7,678.78	383.94	
	XXXXX4110	08/10/2021	RGW Equipment	665.58	35288	Equipment	665.58	0.00	\$665.58
	XXXXX4111	08/10/2021	Riverview Systems Group Inc	2,820.72	27161	Equip & Installation Labor	2,820.72	0.00	\$2,820.72
	XXXXX4112	08/10/2021	County of Santa Clara	291,968.00	1800077802	CAL-ID Program FY2022	291,968.00	0.00	\$291,968.00
	XXXXX4113	08/10/2021	SFO Reprographics	206.26	71256	PVC DIRECT PRINTING	206.26	0.00	\$337.22
				130.96	71274	Color Posters	130.96	0.00	
	XXXXX4114	08/10/2021	SHI International Corp	901.50	B13827607	Microsoft Select 8/1-10/31/2021	901.50	0.00	\$5,030.31
				36.03	B13844519	Acrobat Pro DC for enterprise	36.03	0.00	
				36.03	B13853772	Acrobat Pro DC for enterprise	36.03	0.00	

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				90.15	B13856651	ESD Microsoft Select 8/1-10/31/2021	90.15	0.00	
				3,606.00	B13874115	Microsoft Select 11/1/2021-10/31/2022	3,606.00	0.00	
				360.60	B13874116	ESD Microsoft Select 11/1/2021-10/31/2022	360.60	0.00	
	XXXXX4115	08/10/2021	Sierra Pacific Turf Supply Inc	1,365.81	0602170-IN	Supplies	1,365.81	0.00	\$2,507.86
				423.35	0602311-IN	Supplies	423.35	0.00	
				718.70	0602312-IN	Supplies	718.70	0.00	
	XXXXX4116	08/10/2021	Silicon Valley Ergonomics LLC	675.00	SVL1018	Ergonomic Consultation 7/12-7/16/2021	675.00	0.00	\$675.00
	XXXXX4117	08/10/2021	SiteOne Landscape Supply LLC	2,283.21	111739378-001	Cr Memo 111746901-001 Applied	2,283.21	0.00	\$2,375.40
				-2,283.21	111746901-001	Applied To Inv 111739378-001	-2,283.21	0.00	
				2,375.40	111747152-001	Stores Inventory	2,375.40	0.00	
	XXXXX4118	08/10/2021	Sportzania Inc dba Skyhawks Sports	48,135.16	SKY2021 JL	Classes 7/6-7/30/2021	48,135.16	0.00	\$48,135.16
	XXXXX4119	08/10/2021	Staples Inc	15.36	3483037915	Summary Bill 8063042938 Thao Nguyen 7/15/21	15.36	0.00	\$62.22
				46.86	3483037916	Summary Bill 8063042938 Thao Nguyen 7/16/2021	46.86	0.00	
	XXXXX4120	08/10/2021	Suburban Propane	26.48	2632929	Propane	26.48	0.00	\$26.48
	XXXXX4121	08/10/2021	Sunbelt Rentals Inc	14,352.66	104908856-0012	HEAVY EQUIP RENTAL5/28/21-6/24/21	14,352.66	0.00	\$14,352.66

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX4122	08/10/2021	Sunnyvale Ford	276.63	190035FOW	Parts	276.63	0.00	\$2,476.98
				546.08	190116FOW	Parts	546.08	0.00	
				43.41	190123FOW	Parts	43.41	0.00	
				81.21	190128FOW	Parts	81.21	0.00	
				75.74	190277FOW	Parts	75.74	0.00	
				4.23	190346FOW	Parts	4.23	0.00	
				99.98	190397FOW	Parts	99.98	0.00	
				3.50	190468FOW	Parts	3.50	0.00	
				72.36	190504-1FOW	Parts	72.36	0.00	
				103.08	190624FOW	Parts	103.08	0.00	
				101.78	190696FOW	Parts	101.78	0.00	
				42.80	190749FOW	Parts	42.80	0.00	
				134.28	190766FOW	Parts	134.28	0.00	
				891.90	191555FOW	Stores Inventory	891.90	0.00	
	XXXXX4123	08/10/2021	Teledyne Instruments Inc	4,199.00	P020090330	A100 & Lumin Select Agreement 7/2/21 to 7/1/22	4,199.00	0.00	\$4,199.00
	XXXXX4124	08/10/2021	TJKM	1,170.00	0051281.	Design & Construction On-Call Svc Jun 2021	1,170.00	0.00	\$1,170.00
	XXXXX4125	08/12/2021	CSULB Foundation	772.00	5270-29541-21001	Registration fees	772.00	0.00	\$772.00
	XXXXX4126	08/12/2021	Wardell Auto Interiors and Tops LLC	598.10	10636	Auto Parts & Labor	598.10	0.00	\$873.75
				275.65	9846	Auto Parts & Labor	275.65	0.00	
	XXXXX4127	08/12/2021	Weck Laboratories Inc	498.77	W1G1950	Lab Service	498.77	0.00	\$498.77
	XXXXX4128	08/12/2021	Western States Tool & Supply Corp	116.38	196922	Stores Inventory	116.38	0.00	\$116.38
	XXXXX4129	08/12/2021	Winsupply of Silicon Valley	2,662.31	026839 01	Supplies	2,662.31	0.00	\$2,662.31
	XXXXX4130	08/12/2021	SCBA Safety Check Inc	226.64	11063	Testing & Supplies	226.64	0.00	\$226.64

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX4131	08/12/2021	Hensel Phelps Construction Co	8,170,000.00	CivicCenter#08	PR-19-06	8,170,000.00	0.00	\$8,170,000.00
	XXXXX4132	08/12/2021	Robert A Bothman Inc	1,183,733.98	FAOKPKPLY GD#10	PR-16-04, PR-18-07	1,183,733.98	0.00	\$1,183,733.98
	XXXXX4133	08/12/2021	First Foundation Bank	430,000.00	CivicCenter#O8	PR-19-06	430,000.00	0.00	\$430,000.00
	XXXXX4134	08/12/2021	Yamaha Motor Finance Corporation USA.	5,973.20	746246	Lease M17036137 Golf Cars	5,973.20	0.00	\$17,919.60
				5,973.20	746247	Lease M17036137 Golf Cars	5,973.20	0.00	
				5,973.20	747787	Lease M17036137 Golf Cars	5,973.20	0.00	
	XXXXX4135	08/12/2021	Net Transcripts Inc	334.32	NT4982	Transcription Service 7/8/21-7/13/21	334.32	0.00	\$434.32
				100.00	NT5263	7/26/2021 Service	100.00	0.00	
	XXXXX4136	08/12/2021	Robert Bell	6,075.00	21003	Ag#001-915722-21 July 2021	6,075.00	0.00	\$6,075.00
	XXXXX4137	08/12/2021	Daddario Roofing Co Inc Stephen A Daddario CEO	29,036.00	15307		29,036.00	0.00	\$29,036.00
	XXXXX4138	08/12/2021	Core & Main LP	9,874.07	P239411		9,874.07	0.00	\$44,816.91
				3,615.53	P242329		3,615.53	0.00	
				26,128.59	P244513		26,128.59	0.00	
				5,198.72	P325370		5,198.72	0.00	
	XXXXX4139	08/12/2021	State of CA - Dept of Forestry & Fire	565.00	080621	Multiple State Fire Certifications	565.00	0.00	\$565.00
	XXXXX4140	08/12/2021	Rosalie Cook	185.00	535715	Refund for Picnic Reservation	185.00	0.00	\$185.00
	XXXXX4141	08/12/2021	3T Equipment Co Inc	969.36	69778	Equipment	969.36	0.00	\$969.36
	XXXXX4142	08/12/2021	Aantex Pest Control	63.00	429036		63.00	0.00	\$1,263.00
				87.00	429039		87.00	0.00	
				126.00	430345		126.00	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				82.00	433333		82.00	0.00	
				63.00	433334		63.00	0.00	
				105.00	433335		105.00	0.00	
				101.00	433336		101.00	0.00	
				80.00	433337		80.00	0.00	
				126.00	433338		126.00	0.00	
				86.00	433339		86.00	0.00	
				86.00	433340		86.00	0.00	
				86.00	433341		86.00	0.00	
				86.00	434922		86.00	0.00	
				86.00	434923		86.00	0.00	
	XXXXX4143	08/12/2021	Acushnet Co	1,197.29	911451223		1,197.29	0.00	\$1,197.29
	XXXXX4144	08/12/2021	Amazon Capital Services Inc	384.95	1DKD-GT13-3CXM		384.95	0.00	\$384.95
	XXXXX4145	08/12/2021	AppleOne Employment Services	560.16	01-5884628		560.16	0.00	\$3,799.17
				963.36	01-5940791		963.36	0.00	
				2,275.65	01-5971856		2,275.65	0.00	
	XXXXX4146	08/12/2021	Bentley Systems Incorporated	732.00	90060391	Consulting services	732.00	0.00	\$732.00
	XXXXX4147	08/12/2021	Bibliotheca LLC	336.29	INV-US40736		336.29	0.00	\$6,199.77
				12.99	INV-US40737		12.99	0.00	
				3,601.94	INV-US40739		3,601.94	0.00	
				3,125.32	INV-US40740		3,125.32	0.00	
				374.12	INV-US40742		374.12	0.00	
				35.48	INV-US40743		35.48	0.00	
				-1,286.37	US14393		-1,286.37	0.00	
	XXXXX4148	08/12/2021	Bound Tree Medical LLC	982.14	84158139		982.14	0.00	\$3,437.45
				2,455.31	84158140		2,455.31	0.00	
	XXXXX4149	08/12/2021	Brodart Co	602.84	584252		602.84	0.00	\$602.84
	XXXXX4150	08/12/2021	Brownells Inc	298.39	19789461.01		298.39	0.00	\$298.39

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	XXXXX4151	08/12/2021	C Overaa & Co	278,559.82	PRMRYTRT MT2#48	UY-16/01-20	278,559.82	0.00	\$278,559.82
	XXXXX4152	08/12/2021	California Joint Powers Risk Management	2,044,342.00	LIAB-SUNNYVALE -21/22	Liability Insurance 07/01/21-06/30/22	2,044,342.00	0.00	\$2,044,342.00
	XXXXX4153	08/12/2021	California Product Stewardship Council	3,000.00	FY22--020-AF	2021-2022 Associate Fees	3,000.00	0.00	\$3,000.00
	XXXXX4154	08/12/2021	California Sports Center	52,042.43	CSC0721		52,042.43	0.00	\$52,042.43
	XXXXX4155	08/12/2021	Caltest Analytical Laboratory	367.44	623630		367.44	0.00	\$734.88
				367.44	623631		367.44	0.00	
	XXXXX4156	08/12/2021	Carollo Engineers	51,090.83	FB11751		51,090.83	0.00	\$51,090.83
	XXXXX4157	08/12/2021	Cintas Loc #38K	5.58	4086169883		5.58	0.00	\$22.32
				5.58	4086888770		5.58	0.00	
				5.58	4087502685		5.58	0.00	
				5.58	4088187059		5.58	0.00	
	XXXXX4158	08/12/2021	City of San Jose	3,436.00	1200144	Registration fees	3,436.00	0.00	\$3,436.00
	XXXXX4159	08/12/2021	Cooke & Associates	175.00	192660		175.00	0.00	\$2,040.00
				1,865.00	192715		1,865.00	0.00	
	XXXXX4160	08/12/2021	F&M Bank	14,134.73	PRMRYTRT MT2#48	UY-16/01-20	14,134.73	0.00	\$14,134.73
	XXXXX4161	08/12/2021	FedEx	13.54	7-445-32516		13.54	0.00	\$33.09
				19.55	7-453-01384		19.55	0.00	
	XXXXX4162	08/12/2021	Ferguson US Holdings Inc	1,669.61	1648350		1,669.61	0.00	\$1,669.61
	XXXXX4163	08/12/2021	FleetPride Inc	21.79	77799682	Parts	21.79	0.00	\$258.20
				32.40	77870416	Parts	32.40	0.00	
				134.39	78102325	Parts	134.39	0.00	
				69.62	78240945	Parts	69.62	0.00	
	XXXXX4164	08/12/2021	Garton Tractor Inc	62.59	CF22334	Parts	62.59	0.00	\$62.59



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	XXXXX4165	08/12/2021	The Goodyear Tire & Rubber Co	447.31	189-1106504	Parts and Labor	447.31	0.00	\$447.31
	XXXXX4166	08/12/2021	H K Avery Construction	80.00	Existing Lift #1721	Home Access Program-1050 Borregas Ave #187	80.00	0.00	\$610.00
				180.00	Existing Lift #1921	Home Access Program-690 Persian Ave #56	180.00	0.00	
				350.00	Existing Lift #2121	Home Access Program-1225 Vienna Dr #413	350.00	0.00	
	XXXXX4167	08/12/2021	Hach Co Inc	536.84	12551881	Supplies	536.84	0.00	\$1,715.95
				208.26	12556854	Supplies	208.26	0.00	
				489.92	12561254	Supplies	489.92	0.00	
				480.93	12563809	Supplies	480.93	0.00	
	XXXXX4168	08/12/2021	Heritage Bank of Commerce	33,795.14	FOAOHBRID GE#13	TR-13/01-16	33,795.14	0.00	\$33,795.14
	XXXXX4169	08/12/2021	Ice Machine Rentals	150.08	68600	Ice Machine Rental	150.08	0.00	\$150.08
	XXXXX4170	08/12/2021	IDEXX Distribution Inc	534.57	3088655846	Supplies	534.57	0.00	\$534.57
	XXXXX4171	08/12/2021	Intex Auto Parts	154.56	2-32425-11	Parts	154.56	0.00	\$154.56
	XXXXX4172	08/12/2021	Joseph J Albanese Inc	652,107.66	FOAOHBRID GE#13	TR-13/01-16	652,107.66	0.00	\$652,107.66
	XXXXX4173	08/12/2021	Konecranes Inc	1,379.00	154514406	Equipment Rental	1,379.00	0.00	\$1,379.00
	XXXXX4174	08/12/2021	L N Curtis & Sons Inc	3,919.77	INV508887	Supplies	3,919.77	0.00	\$3,919.77
	XXXXX4175	08/12/2021	LC Action Police Supply	483.42	427911	Uniform	483.42	0.00	\$983.21
				499.79	427912	Uniform	499.79	0.00	
	XXXXX4176	08/12/2021	McMaster Carr Supply Co	-39.37	57562861	Invoice 57425436	-39.37	0.00	\$585.32
				18.90	61968930	Supplies	18.90	0.00	

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				576.06	62114926	Supplies	576.06	0.00	
				29.73	62193914	Supplies	29.73	0.00	
	XXXXX4177	08/12/2021	McNabb Construction Inc	14,084.00	WPCP-29	Mtnce Vegetation From Oxidation Pond Return Channel	14,084.00	0.00	\$14,084.00
	XXXXX4178	08/12/2021	Midwest Tape	4,561.21	500789340	Streaming Services July 2021	4,561.21	0.00	\$4,561.21
	XXXXX4179	08/12/2021	Mission Valley Ford Truck Sales Inc	650.20	758177	Parts	650.20	0.00	\$2,751.49
				1,793.02	758179	Parts	1,793.02	0.00	
				308.27	758195	Parts	308.27	0.00	
	XXXXX4180	08/12/2021	Municipal Plan Check Services Inc	1,725.00	1186	Plan Checking Services July 2021	1,725.00	0.00	\$1,725.00
	XXXXX4182	08/12/2021	NAPA Auto Parts	37.98	5983-516879	Parts. No history in PS	37.98	0.00	\$2,726.39
				19.40	5983-520051	Parts. No history in PS	19.40	0.00	
				49.38	5983-524308	Parts. No history in PS	49.38	0.00	
				568.54	5983-528692	Parts. No history in PS	568.54	0.00	
				17.58	5983-531634	Parts. No history in PS	17.58	0.00	
				17.81	5983-553111	Parts. No history in PS	17.81	0.00	
				26.16	5983-560230	Parts. No history in PS	26.16	0.00	
				84.87	5983-591422	Parts. No history in PS	84.87	0.00	
				3.62	5983-604841	Parts. No history in PS	3.62	0.00	
				6.34	5983-608177	Parts. No history in PS	6.34	0.00	
				515.91	5983-614908	Parts. No history in	515.91	0.00	

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						PS			
				58.11	5983-654736	Parts	58.11	0.00	
				17.42	5983-654745	Parts	17.42	0.00	
				21.28	5983-654767	Parts	21.28	0.00	
				69.74	5983-654979	Parts	69.74	0.00	
				33.62	5983-655050	Parts	33.62	0.00	
				51.16	5983-655302	Parts	51.16	0.00	
				23.52	5983-655574	Parts	23.52	0.00	
				26.33	5983-655872	Parts	26.33	0.00	
				11.59	5983-656517	Parts	11.59	0.00	
				7.26	5983-656568	Parts	7.26	0.00	
				117.50	5983-656663	Parts	117.50	0.00	
				8.08	5983-656667	Parts	8.08	0.00	
				18.61	5983-656722	Parts	18.61	0.00	
				43.59	5983-657233	Parts	43.59	0.00	
				19.25	5983-657834	Parts	19.25	0.00	
				55.93	5983-658369	Parts	55.93	0.00	
				37.34	5983-659046	Parts	37.34	0.00	
				64.11	5983-667706	Parts	64.11	0.00	
				39.44	5983-673146	Parts	39.44	0.00	
				4.84	5983-673318	Parts	4.84	0.00	
				60.20	5983-673378	Parts	60.20	0.00	
				58.70	5983-673418	Parts	58.70	0.00	
				22.46	5983-674377	Parts	22.46	0.00	
				93.34	5983-674450	Parts	93.34	0.00	
				63.67	5983-675015	Parts	63.67	0.00	
				58.87	5983-678900	Parts	58.87	0.00	
				97.18	5983-680033	Parts	97.18	0.00	
				11.07	5983-680111	Parts	11.07	0.00	
				75.76	5983-680712	Parts	75.76	0.00	
				13.32	5983-680944	Parts	13.32	0.00	
				20.06	5983-681595	Parts	20.06	0.00	
				75.45	5983-682411	Parts	75.45	0.00	

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	XXXXXX4183	08/12/2021	Office Depot Inc	97.06	185436577001	Rebecca Montalvo 7/28/2021	97.06	0.00	\$176.59
				38.39	186279377001	Rafael Bayani 7/29/2021	38.39	0.00	
				41.14	187339747001	Edith Alanis 8/10/2021	41.14	0.00	
	XXXXXX4184	08/12/2021	OverDrive Inc	1,187.49	13449CO21302452	Library Electronic Materials	1,187.49	0.00	\$1,994.55
				19.99	13449DA21282992	Library electronic materials	19.99	0.00	
				787.07	13449DA21311617	Library Electronic Matrerials	787.07	0.00	
	XXXXXX4185	08/12/2021	P&R Paper Supply Co Inc	267.40	30384002-01	Stores Inventory	267.40	0.00	\$1,998.56
				1,731.16	30384512-00	Stores Inventory	1,731.16	0.00	
	XXXXXX4186	08/12/2021	Pacific Gas & Electric Co	1,328.35	0008031799-3	COO for SP FAC@1444 Borregas Ave	1,328.35	0.00	\$1,443.51
				13.63	5335077041-7 0721	10900 N Blaney Ave/NGV Tube Trailer	13.63	0.00	
				101.53	9129031168-6 0721	1382 Kifer Rd/Kifer Lift Station	101.53	0.00	
	XXXXXX4187	08/12/2021	Pacific West Security Inc	176.00	49806	Golf Shop July 2021	176.00	0.00	\$176.00
	XXXXXX4188	08/12/2021	Palo Alto Electric Motor Corp	7,040.09	SI3195	Vertical Motor	7,040.09	0.00	\$7,040.09
	XXXXXX4189	08/12/2021	Pankeys Radiator Shop Inc	2,942.94	253250	Service to Fire Truck, Parts & Labor	2,942.94	0.00	\$2,942.94
	XXXXXX4190	08/12/2021	Peterson	165.00	PC240036870	Parts	165.00	0.00	\$6,746.90
				6,581.90	SW240176133	Maintenance Service	6,581.90	0.00	
	XXXXXX4191	08/12/2021	Polydyne Inc	10,948.00	1557464	CLARIFLOC WE-717	10,948.00	0.00	\$10,948.00

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	XXXXXX4192	08/12/2021	Pro-Sweep Inc	856.96	295436	121 W Evelyn Sweeping Svc Jul 2021	856.96	0.00	\$1,392.56
				535.60	295437	121 W Evelyn Sweeping Svvc July 2021	535.60	0.00	
	XXXXXX4193	08/12/2021	Reed & Graham Inc	6,735.91	006029.	Emulsion & Asphalt \$354.52 Discount By 8/14/2021	6,735.91	0.00	\$5,681.38
				-1,054.53	007306	Unused oil return	-1,054.53	0.00	
	XXXXXX4194	08/12/2021	Safety Kleen Systems Inc	412.50	86124353	Oil Service	412.50	0.00	\$412.50
	XXXXXX4195	08/12/2021	San Francisco Bay Conservation and	225.00	M1983.016.0 6-Time Extension	CDP M1983.016.01 Primary Effluent Pipeline Proj Extension Appl Fee	225.00	0.00	\$225.00
	XXXXXX4196	08/12/2021	San Jose Conservation Corps	9,583.33	7595	Glass Collection Services July 2021	9,583.33	0.00	\$9,583.33
	XXXXXX4197	08/12/2021	Security Alert Systems of California Inc	615.00	177067	Fire & Security Alarm Monitoring Jun 2021	615.00	0.00	\$615.00
	XXXXXX4198	08/12/2021	SHI International Corp	31.30	B13808705	Windows - Multiple Windows Platform ESD Software	31.30	0.00	\$192.51
				125.18	B13886097	Windows - Multiple Windows Platform ESD Software	125.18	0.00	
				36.03	B13892471	Acrobat Pro DC for enterprise	36.03	0.00	
	XXXXXX4199	08/12/2021	Studio Em Graphic Design	833.85	18301	Flyer Design Summer Camp Locations	833.85	0.00	\$1,104.48
				270.63	18302	Washington Swim Crr Ribbon Cutting	270.63	0.00	

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						Flyer			
	XXXXX4200	08/12/2021	Sunbelt Rentals Inc	14,352.66	104908856-0013	Equipment Rental 6/25/21-7/22/21	14,352.66	0.00	\$15,979.94
				1,627.28	105257226-0011	Equipment Rental 5/13/21 - 5/14/21	1,627.28	0.00	
	XXXXX4201	08/12/2021	Sunnyvale Ford	12.57	190038FOW	Parts	12.57	0.00	\$85.82
				30.45	190502FOW	Parts	30.45	0.00	
				42.80	190848FOW	Parts	42.80	0.00	
	XXXXX4202	08/12/2021	Sunnyvale Towing Inc	40.00	319663	Towing Svc	40.00	0.00	\$40.00
	XXXXX4203	08/12/2021	Tap Master Inc	865.00	0721-41	Pressure Test 610 Palomar Ave	865.00	0.00	\$865.00
	XXXXX4204	08/12/2021	TaylorMade Golf Co	197.97	35191969	Resale Merchandise	197.97	0.00	\$651.21
				453.24	35203458	Resale Merchandise \$9 Discount By 8/14/21	462.24	9.00	
	XXXXX4205	08/12/2021	Thomas Plumbing Inc	400.00	7069	7/3/2021 Service	400.00	0.00	\$400.00
	XXXXX4206	08/12/2021	TRISTAR Risk Management	1,335.83	113465	Workers Comp July 2021	1,335.83	0.00	\$1,335.83
	XXXXX4207	08/12/2021	Turf Star Inc	22,294.04	625833-00	Groundmaster 3200 Serial #: 409542039	22,294.04	0.00	\$54,639.55
				22,294.04	625834-00	Groundsmaster 3200 Serial #: 409157736	22,294.04	0.00	
				62.65	7160571 -00	Supplies	62.65	0.00	
				878.29	7160574-00	Supplies	878.29	0.00	
				287.44	7161682 -00	Supplies	287.44	0.00	
				618.19	7162849 -00	Supplies	618.19	0.00	
				99.04	7173125-01	Supplies	99.04	0.00	
				48.94	7174208-00	Supplies	48.94	0.00	
				133.42	7174326-00	Parts	133.42	0.00	
				1,719.29	7178447-00	Supplies	1,719.29	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				1,033.02	7179453-00	Supplies	1,033.02	0.00	
				49.40	7180378-00	Supplies	49.40	0.00	
				49.40	7180380-00	Supplies	49.40	0.00	
				69.12	7181198-00	Supplies	69.12	0.00	
				53.93	7181202 -00	Supplies	53.93	0.00	
				218.78	7181204-00	Supplies	218.78	0.00	
				2,174.94	7182058-00	Supplies	2,174.94	0.00	
				152.69	7182545-00	Supplies	152.69	0.00	
				74.96	7182620 -00	Supplies	74.96	0.00	
				63.49	7183772-00	Supplies	63.49	0.00	
				360.11	7184045-00	Supplies	360.11	0.00	
				1,904.37	7184099-00	Supplies	1,904.37	0.00	
	XXXXX4208	08/12/2021	United Parcel Service	228.13	00009666083 21	Shipper 966608 W/E 7/10-8/7/2021	228.13	0.00	\$228.13
	XXXXX4209	08/12/2021	United Rentals	1,675.18	165469049-033	Pickup Truck 7/8/21-8/5/21	1,675.18	0.00	\$5,046.69
				3,371.51	172295268-026	Dump Truck 7/5/21-8/2/21	3,371.51	0.00	
	XXXXX4210	08/12/2021	Univar Solutions USA Inc	3,823.19	49278237	SOD HYPO 12.5% LIQUICHLOR K2	3,823.19	0.00	\$16,258.70
				3,963.93	49290816	SOD BISULFITE	3,963.93	0.00	
				3,622.10	49307469	SOD HYPO 12.5% LIQUICHLOR K2	3,622.10	0.00	
				3,622.02	49321221	SOD HYPO 12.5% LIQUICHLOR K2	3,622.02	0.00	
				4,025.15	49324974	SOD BISULFITE	4,025.15	0.00	
				-2,797.69	97651496	Invoice 48862252	-2,797.69	0.00	
	XXXXX4211	08/12/2021	USA Bluebook	132.05	668137	Supplies	132.05	0.00	\$132.05
	XXXXX4212	08/12/2021	Viking Shred LLC	2,400.00	51106768	Smart Stn Shred Event	2,400.00	0.00	\$2,400.00
WIRE	XXXXX4659	08/10/2021	Keenan & Associates	78,105.06	7/16/21 - 7/31/21	Wire for Keenan & Associates - Trust	78,105.06	0.00	\$78,105.06

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						Reimbursement for the period 7/16/21 to 7/31/21 WR Date: 8/3/2021			
	XXXXX4660	08/10/2021	Sunnyvale Community Services	1,500,000.00	Council Approved - RTC 21-0690.	Loan to Sunnyvale Communiity Services WR Date: 7/28/2021	1,500,000.00	0.00	\$1,500,000.00
Grand Total				17,424,632.95			17,426,067.73	1,434.78	\$17,424,632.95





# City of Sunnyvale

## Agenda Item

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21-0800

Agenda Date: 8/31/2021

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### REPORT TO COUNCIL

#### SUBJECT

Approve Budget Modification No. 5 in the Amount of \$500,000 to Provide Reimbursable Grant Funding for the 2023-2031 Housing Element, Village Centers Master Precise Plan, and Santa Clara County Planning Collaborative

#### GRANT SUMMARY

Approval is requested for Budget Modification No. 5 in the amount of \$500,000 to provide planning consultant services associated with the preparation of the 2023-2031 Housing Element of the General Plan; planning consultant services and staff time for the preparation of the Village Centers Master Precise Plan; and planning consultant services for the Santa Clara County Planning Collaborative.

The total cost for these services is fully reimbursable by the California Department of Housing and Community Development (HCD) through the Local Early Action Planning (LEAP) Grant Program pursuant to the Reimbursement Agreement approved by HCD in March 2021 (Attachment 1). The LEAP Grant provides funding to jurisdictions for the preparation and adoption of planning documents, process improvements that accelerate housing production, and compliance in implementing the sixth cycle of the Regional Housing Needs Allocation (RHNA). The Reimbursement Agreement was preceded by Council approval of a required Resolution ratifying and approving the City's application for the LEAP Grant funds (RTC No. 20-0497, May 19, 2020 - Resolution 991-20).

The LEAP Grant will provide reimbursable funding for the following projects:

- **2023-31 Housing Element of the General Plan**

As required by state law, the City must update its Housing Element every eight years. The upcoming Sixth Cycle of the Housing Element must be updated and adopted by HCD no later than January 31, 2023. Preparation of the 2023-2031 Housing Element requires extensive research and community engagement as well as preparation of a sites inventory and accommodation of the Sixth Cycle RHNA. Given the scope of work and recent drastic changes to land use and Housing Element law, a consultant is required to assist City staff with the preparation of the updated document. Consultant selection will occur through a competitive Request for Proposals (RFP). LEAP Grant funding in the amount of approximately \$175,000 will be used for consultant services and expenses only. Scope of work includes:

- Facilitation of project initiation meetings and development of Work Plan and Website
- Development of a formal community Outreach Plan and facilitation of community meetings
- Collection and analysis of relevant data for the preparation of Needs Assessment, Housing Opportunities, Housing Constraints, and Sites Inventory
- Creation of Housing Element drafts for administrative and public review and adoption

by City Council

- Preparation of required documents for California Environmental Quality Act (CEQA) review and submittal
- Completion of Final Housing Element for adoption by HCD

- **Village Centers Master Precise Plan**

In 2017, City Council adopted an updated Land Use and Transportation Element (LUTE), which included the new land use designation known as Village Center. This new designation is intended to support and accelerate housing production in areas at major intersections currently zoned Neighborhood Commercial and Office. Each Village Center, or portion of a Village Center, must also adopt a Village Center Precise Plan, which must contain objective development standards and design guidelines as required by SB 330. These new standards and guidelines will aid in streamlining the approval process for the development of individual sites within the Village Centers. Due to individual ownership and associated costs for the development of individual Village Center Precise Plans, the City will develop a Village Center Master Plan for all Village Centers using LEAP Grant funding in the amount of approximately \$310,500. The funding will be used for consultant services as well as staff time required for the creation of the new development standards and design guidelines. Ascent Environmental has been selected to assist with the development the Village Center Master Plan. Scope of work includes:

- Collection and analysis of data for the creation of zoning base maps, an existing conditions report, and opportunities and constraints analysis
- Development of long-term vision scenarios and conceptual plans
- Community engagement including up to five outreach meetings, engagement with property owners, and a community open house
- Preparation of required draft and final documents for California Environmental Quality Act (CEQA) review and submittal
- Development of draft zoning standards and objective design guidelines and presentation to interested boards and commissions, Planning Commission, and City Council
- Preparation of final zoning standards and objective design guidelines document

- **Santa Clara County Planning Collaborative**

In 2019, the Cities Association of Santa Clara County formed the Santa Clara County Planning Collaborative as a concerted regional effort to address housing and homelessness challenges faced throughout the County. The mission and goal of the Collaborative (now branded as *Let's Talk Housing: Santa Clara County*) is to encourage Countywide collaboration on housing production and legislation efforts, including preparation for the 2023-2031 Housing Element. The Collaborative has contracted with consultant firm Baird + Driskell Community Planning since March 2020 to facilitate and lead the effort. All participating cities in the Collaborative contribute their fair share of consulting costs, which are eligible for reimbursement by the LEAP Grant. Therefore, Sunnyvale will use \$14,500 in LEAP grant to cover its fair share participation cost.

The Housing Division and Planning Division of the Community Development Department will be responsible for the management of the grant.

**EXISTING POLICY****COUNCIL POLICY 7.1.5 - Donations, Contributions and Sponsorships:**

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

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

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

**ENVIRONMENTAL REVIEW**

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(a) as it is a fiscal action that has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. It is not anticipated that this update to the Housing Element will have any significant environmental impacts; however, the appropriate CEQA analysis and findings will be presented at the time of approval.

**FISCAL IMPACT**

Budget Modification No. 5 has been prepared to appropriate \$500,000 in HCD LEAP grant funds to a new project in the General Fund to provide reimbursable funding for updating the 2023-2031 Housing Element and Village Centers Master Precise Plan as well as to cover the City’s portion of costs associated with the Santa Clara County Planning Collaborative.

**Granting Agency**

California Department of Housing and Community Development (HCD)

**Funding Source**

California Department of Housing and Community Development (HCD) Local Early Action Planning (LEAP) Grant Program

**Required Local Match**

None

Increased Cost to City Upon Grant Termination

None

**Budget Modification No. 5  
FY 2021/22**

	<b>Current</b>	<b>Increase/ (Decrease)</b>	<b>Revised</b>
<b>General Fund</b>			
<u>Revenues</u>			
California HCD LEAP Grant	\$0	\$500,000	\$500,000
<u>Expenditures</u>			
New Project - California HCD LEAP Grant	\$0	\$500,000	\$500,000

**PUBLIC CONTACT**

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

**STAFF RECOMMENDATION**

Approve Budget Modification No. 5 in the amount of \$500,000 for planning consultant services for the preparation of the 2023-2031 Housing Element of the General Plan; planning consultant services and staff time for the preparation of the Village Centers Master Precise Plan; and planning consultant services for the Santa Clara County Planning Collaborative.

Prepared by: Ryan Dyson, Housing Specialist

Reviewed by: Jenny Carloni, Housing Officer

Reviewed by: Trudi Ryan, Community Development Director

Reviewed by: Tim Kirby, Director of Finance

Reviewed by: Jaqui Guzmán, Deputy City Manager

Approved by: Kent Steffens, City Manager

**ATTACHMENTS**

1. Executed Department of Housing and Community Development Grant Reimbursement Agreement

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER  
20-LEAP-15997

PURCHASING AUTHORITY NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME

City of Sunnyvale

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

06/30/2024

3. The maximum amount of this Agreement is:

\$500,000.00

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

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	5
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	LEAP General Terms and Conditions	9
Exhibit E	Special Conditions	0
TOTAL NUMBER OF PAGES ATTACHED		16


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

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

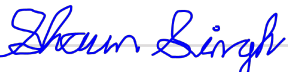
**CONTRACTOR**

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

City of Sunnyvale

CONTRACTOR BUSINESS ADDRESS 650 W. Olive Avenue	CITY Sunnyvale	STATE CA	ZIP 94086
PRINTED NAME OF PERSON SIGNING Trudi Ryan	TITLE Director of Community Development		
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED March 19, 2021		

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME Department of Housing and Community Development			
CONTRACTING AGENCY ADDRESS 2020 W. El Camino Ave., Suite 130	CITY Sacramento	STATE CA	ZIP 95833
PRINTED NAME OF PERSON SIGNING Shaun Singh	TITLE Contracts Manager, Business & Contract Services Branch		
CONTRACTING AGENCY AUTHORIZED SIGNATURE 	DATE SIGNED 3/29/2021		

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

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 6/12/1981)

## **AUTHORITY, PURPOSE AND SCOPE OF WORK**

### **1. Authority**

Pursuant to Chapter 3.1 of the California Health and Safety Code (Ch. 159, Sec. 11, Stats. 2019), the State of California Department of Housing and Community Development (the "Department" or "State") has established the Local Early Action Planning Grants Program ("LEAP," or the "Program"), as defined in Health and Safety Code Section 50515, et seq., for Local Governments and Localities. In furtherance of the purpose of the Program, the Department has issued a Notice of Funding Availability ("NOFA") dated January 27, 2020. This Standard Agreement, along with all its exhibits (the "Agreement"), is entered into under the authority of, and in furtherance of, the purpose of the Program.

### **2. Purpose**

In accordance with the authority cited above, the Grantee has been awarded financial assistance in the form of a grant from the Program. The Department has agreed to make the grant to provide financial assistance for technical assistance, preparation and adoption of planning documents, and process improvements to accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing needs assessment, pursuant to the terms of the NOFA, which includes associated forms, and this Agreement. By entering into this Agreement and thereby accepting the award of the Program funds, the Grantee agrees to comply with the terms and conditions of the NOFA, this Agreement, subsequent amendments to this agreement when necessary, the representations contained in the application and the requirements of the authority cited above. Based on the representations made by the Grantee, the State shall provide a grant in the amount shown in Exhibit B, Section 2.

### **3. Definitions**

Terms herein shall have the same meaning as definitions in Section VIII of the LEAP NOFA.

### **4. Scope of Work**

Preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance in implementing the sixth cycle of the regional housing needs assessment in accordance with the Grantee's Attachment 1: Project Timeline and Budget and Project Description as provided by the Grantee in the LEAP application used for subsequent approval by the Department.

### **5. Department Contract Coordinator**

The Contract Coordinator of this Agreement for the Department is the Housing Policy Development Program Manager, or the Manager's designee. Unless otherwise informed, any

notice, report, or other communication required by this Agreement shall be mailed by first class mail to the Department Contract Coordinator at the following address:

Department of Housing and Community Development  
Housing Policy Development  
Attention: LEAP Program Manager  
2020 West El Camino Avenue, Suite 500  
Sacramento, CA 95833

## **BUDGET DETAIL AND PAYMENT PROVISIONS**

### **1. Application for Funds**

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

### **2. Grant and Reimbursement Limit**

The Department's decision to approve or deny an application or request for funding pursuant to the Program, and its determination of the amount of funding provided, shall be final. The maximum total amount granted and reimbursable to the Grantee pursuant to this Agreement shall not exceed \$500,000.00.

### **3. Grant Timelines**

- A. This Agreement is effective upon the date of the Department representative's signature on page one of the fully executed Standard Agreement, STD 213, (the "Effective Date").
- B. All Grant funds must be expended by the Grantee on or before December 31, 2023. To ensure that the Grantee is reimbursed on or before December 31, 2023, the Grantee shall deliver to the Department all final invoices for reimbursement on or before September 30, 2023. Under special circumstances, as determined by the Department, the Department may modify the September 30, 2023 deadline.

It is the responsibility of the Grantee to monitor the project and timeliness of draws within the specified dates.



**4. Allowable Uses of Grant Funds**

- A. The Department shall not disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the NOFA and this Agreement.
- B. Grant funds shall only be used by the Grantee for eligible activities pursuant to Section VII of the NOFA and only for activities that were approved by the Department, and as stated in Attachment 1: Project Timeline and Budget and Project Description in the Grantee's approved LEAP Application, , and/or any and all documentation incorporated into this Agreement and made a part thereof.
- C. Grant funds may not be used for administrative costs of persons employed by the Grantee for activities not directly related to the preparation and adoption of the proposed activity. The Grantee shall use no more than five percent of the total grant amount for costs related to administration of the project.
- D. A Grantee that receives funds under this Program may use a subcontractor. The subcontract shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.
- E. After the contract has been executed by the Department and all parties, approved and eligible costs for eligible activities may be reimbursed upon completion of deliverables in accordance with Attachment 1: Project Timeline and Budget and Project Description, and subject to the terms and conditions of this Agreement.
- F. Only approved and eligible costs incurred for work after the NOFA date, continued past the date of full execution of the Agreement, and completed during the grant term, will be reimbursable.
- G. Approved and eligible costs incurred prior to the NOFA date are ineligible and will not be reimbursed.

**5. Performance**

- A. The Grantee shall take such actions, pay such expenses, and do all things necessary to complete all activities as incorporated into the LEAP application and in accordance with the schedule for completion set forth in the Statement of Work, the Grantee's Project Description and Attachment 1: Project Timeline and Budget, and within the terms and conditions of this Agreement.
- B. The Department may monitor expenditures and activities of Grantee, as the department deems necessary, to ensure compliance with program requirements.

- C. The Department may request repayment of funds from Grantee or pursue other remedies available to it by law for failure to comply with program requirements.

**6. Fiscal Administration**

- A. The Grantee is responsible for maintaining records which fully disclose the activities funded by the LEAP grant. Adequate documentation for each reimbursable transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to LEAP grant funds. If the allowability of expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the State shall determine the reimbursement method for the amount disallowed. The State's determination of the allowability of any expense shall be final, absent fraud, mistake or arbitrariness.
- B. Work must be completed prior to requesting reimbursement. The Department may make exceptions to this provision on a case by case basis. In unusual circumstances, the Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work.
- C. Prior to receiving reimbursement, the Grantee shall submit the following documentation:
  - 1) Government Agency Taxpayer ID Form (GovTIN; Fi\$cal form);
  - 2) A Request for Reimbursement form provided by the Department on the Department's Local Early Action Planning (LEAP) Grants webpage; and
  - 3) Any and all documentation requested by the Department in the Request for Reimbursement form and manner as outlined in the following subsection D.
- D. Grantee shall submit all required reimbursement documentation to the following address:

Department of Housing and Community Development  
Housing Policy Development  
Attention: LEAP Program Manager  
2020 West El Camino Avenue, Suite 500  
Sacramento, CA 95833
- E. The Grantee shall submit invoices for reimbursement to the Department. All invoices shall be subject to the Department's approval and submitted in accordance with the following schedule:

- 1) At maximum, once per quarter; or
- 2) Upon completion of a deliverable; and
- 3) At minimum, one invoice for reimbursement annually.

The Department will use the 2020 calendar year beginning from the date of the release of the NOFA on January 27, 2020 as the basis for scheduling reimbursements, with first requests for reimbursement accepted upon full execution of the Agreement by the Grantee and the Department.

- F. The Request for Reimbursement must be for a minimum of fifteen percent (15%) of the maximum grant amount awarded. The Department may consider exceptions to the minimum amount requested on a case-by-case basis. All invoices shall reference the contract number and shall be signed and submitted to the Department's Program Manager at the address provided above in Section 6, Subsection D of this part. Invoices shall include at a minimum the following information:
- 1) Names of the Grantee's personnel performing work;
  - 2) Dates and times of project work;
  - 3) Itemized costs in accordance with Attachment 1: Project Timeline and Budget, and Project Description, including identification of each employee, contractor or subcontractor who provided services during the period of the invoice, the number of hours and hourly rates for each of the Grantee's employees, contractor(s), sub-recipient(s) or subcontractor's staff member(s), authorized expenses with receipts, and contractor, sub-recipient and subcontractor invoices; and
  - 4) Any other documents, certifications, or evidence deemed necessary by the Department prior to disbursement of grant funds.
- G. The Department will reimburse the Grantee directly for all allowable project costs as promptly as the Department's fiscal procedures permit upon receipt of an itemized signed invoice.
- H. The Department recognizes that budgeted deliverable amounts are based upon estimates and conditions and circumstances may change. Grantees may request adjustments to Attachment 1: Project Timeline and Budget and Project Description in the Grantee's approved LEAP Application in writing (such as a budget adjustment across deliverables), as long as the total budget does not exceed the maximum amount awarded to the Grantee. All adjustments shall be subject to written approval by the Department.

- I. Grant funds shall not be disbursed until this Agreement has been fully executed.
- J. Grant fund payments will be made on a reimbursement basis; advance payments are not allowed. The Grantee, its subcontractors and all partners, must have adequate cash flow to pay all grant-related expenses prior to requesting reimbursement from the Department. The Department may consider alternative arrangements for reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work.
- K. The Grantee will be responsible for compiling and submitting all invoices, supporting documentation and reporting documents. Invoices must be accompanied by reporting materials where appropriate. Invoices without the appropriate reporting materials will not be paid.
  - 1) Supporting documentation may include, but is not limited to; purchase orders, receipts, progress payments, subcontractor invoices, timecards, or any other documentation as deemed necessary and requested by the Department to support the reimbursement to the Grantee for expenditures incurred.
- L. The Grantee will submit for reimbursements to the Department based on actual costs incurred, and must bill the State based on clear and completed objectives and deliverables as outlined in the application, in Attachment 1: Project Timeline and Budget and the Project Description, and/or any and all documentation incorporated into this Agreement and made a part thereof.
- M. The Department may withhold ten percent (10%) of the grant until grant terms have been fulfilled to the satisfaction of the Department and the final close-out report submitted, no later than December 31, 2024 pursuant to Health and Safety Code section 50515.04(c)(2).
- N. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall immediately terminate and be of no further force and effect. In this event, the State and Contractor shall be relieved of any and all obligations under this Grant Agreement.
- O. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the sole discretion to cancel this Agreement without cause, no liability occurring to the State, or amend the current Grant Agreement and amount allocated to Contractor.

## EXHIBIT D

### **LEAP TERMS AND CONDITIONS**

#### **1. Reporting**

- A. During the term of this Standard Agreement ("Agreement") the Grantee shall submit, upon request of the Department, a performance report that demonstrates satisfaction of all requirements identified in this Agreement.
- B. Pursuant to Health and Safety Code Section 50515.04, subsection (a), during the term of the Agreement, the Grantee shall submit an annual report containing all required information by April 1 of the year following receipt of the Grant funds. The annual reports shall be due from the Grantee until Program funds have been expended, but no later than February 28, 2023. A Grantee may, in lieu of providing a separate annual report as identified in Health and Safety Code Section 50515.04, subsection (a), provide the information as part of its Annual Progress Report.
- C. Upon completion of all deliverables required to fulfill this Agreement pursuant to the Grantee's Attachment 1: Project Timeline and Budget as approved in the LEAP Application, the Grantee shall submit a final close out report in accordance with the January 27, 2020 LEAP NOFA. The close out report shall be submitted with the final Request for Reimbursement by September 30, 2023, in accordance with the final invoices due pursuant to Exhibit B, Section 3.

#### **2. Accounting Records**

- A. The Grantee, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), to enable the determination of incurred costs at interim points of completion and provide support for reimbursement payment vouchers or invoices.
- B. The Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the scope of work, project timeline and budget. Separate bank accounts are not required.
- C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- D. The Grantee agrees that the state or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement.
- E. Subcontractors employed by the Grantee and paid with moneys under the terms of this

## EXHIBIT D

Agreement shall be responsible for maintaining accounting records as specified above. Grantee shall monitor and enforce subcontracts accordingly.

### 3. Audits

- A. At any time during the term of this Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the award. At the Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during and over the project life.
  - 1) The Grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.
  - 2) The Grantee agrees to provide the Department or the Department's designee, with any relevant information requested.
  - 3) The Grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes and this Agreement.
- B. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in Exhibit D, Section 8 subsection A. of this Agreement.
  - 1) The Grantee shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.
  - 2) The Grantee is responsible for the completion of audits and all costs of preparing audits.
  - 3) If there are audit findings, the Grantee must submit a detailed response acceptable to the Department for each audit finding within ninety (90) days from the date of the audit finding report.
- C. The Grantee agrees to maintain such records for possible audit after final payment pursuant to Exhibit D, Section 3, subsection E. below, unless a longer period of records retention is stipulated.

## EXHIBIT D

- 1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee, contractors and sub-contractors until completion of the action and resolution of all issues which arise from it. The Grantee shall include in any contract that it enters into in an amount exceeding \$10,000.00, the Department's right to audit the contractor's records and interview their employees.
  - 2) The Grantee shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Contracts Code Section 10115.10.
- D. The determination by the Department of the eligibility of any expenditure shall be final.
- E. The Grantee shall retain all books and records relevant to this Agreement for a minimum of three (3) years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five (5) years after the conclusion or resolution of the matter.

### 4. **Remedies of Non-performance**

- A. The Department may monitor expenditures and activities of an applicant, as the Department deems necessary, to ensure compliance with Program requirements.
- B. The Department may, as it deems appropriate or necessary, request repayment of funds from an applicant, or pursue any remedies available to it by law for failure to comply with Program requirements.
- C. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of the Department's Housing Policy Development Manager or Designee shall be the Department's final decision regarding the dispute.
- D. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Agreement.
- E. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the grantee to resume work under the Agreement.

**EXHIBIT D**

- F. Both the Grantee and the Department have the right to terminate the Agreement at any time upon thirty (30) days written notice. The notice shall specify the reason for early termination and may permit the grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The Grantee will submit any requested documents to the Department within thirty (30) days of the early termination notice.
- G. There must be a strong implementation component for the funded activity through this Program, including, where appropriate, agreement by the locality to formally adopt or complete the planning document. Localities that do not formally adopt or complete the funded activity could be subject to repayment of the grant.
- H. The following shall each constitute a breach of this Agreement:
  - 1) Grantee's failure to comply with any of the terms and conditions of this Agreement.
  - 2) Use of, or permitting the use of, grant funds provided under this Agreement for any ineligible costs or for any activity not approved under this Agreement.
  - 3) Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager.
- I. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise the following remedies:
  - 1) Disqualify the Grantee from applying for future Department administered grant programs.
  - 2) Revoke existing LEAP award(s) to the Grantee.
  - 3) Require the return of unexpended LEAP funds disbursed under this Agreement.
  - 4) Require repayment of LEAP Funds disbursed and expended under this Agreement.
  - 5) Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance with the LEAP Program requirements.
  - 6) Other remedies available at law, or by and through this Agreement. All remedies available to the Department are cumulative and not exclusive.
  - 7) The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than fifteen (15) days.



## EXHIBIT D

### 5. **Indemnification**

Neither the Department nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Agreement. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless the Department and all of the Department's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents contractors, sub-recipients, or subcontractors under this Agreement.

### 6. **Waivers**

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

### 7. **Relationship of Parties**

It is expressly understood that this Standard Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

### 8. **Third-Party Contracts**

- A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.
- B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in the Agreement to be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors shall be submitted to the Department's program manager upon request.
- C. The Department does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.
- D. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort between the Grantee and other jurisdictions who are grantees of the Local Early

## EXHIBIT D

Action Planning Grants Program, the Grantee acknowledges that each partner and/or all entities forming the Local Early Action Planning Grants Program collaborative are in mutual written agreement with each other but are contractually bound to the Department under separate, enforceable contracts.

- E. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort with other entities that are not grantees of the Local Early Action Planning Grants Program, the Department shall defer to the provisions as noted in subsections 8(B) and 8(C) of this part.

### 9. **Compliance with State and Federal Laws, Rules, and Regulations**

- A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.
- B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.
- C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the Program.
- D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the LEAP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

## EXHIBIT D

### 10. Litigation

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

### 11. Changes in Terms/Amendments

This Agreement may only be amended or modified by mutual written agreement of both parties.

### 12. State-Owned Data

#### A. Definitions

##### 1) Work:

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

##### 2) Work Product:

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and Deliverable conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six months after the termination thereof, which relates to the Work commissioned or performed under this Agreement. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

##### 3) Inventions:

Any ideas, methodologies, designs, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Grantee or jointly with the Grantee's contractor, subcontractor and/or sub-recipient and/or Grantee's contractor, subcontractor, and/or sub-recipient's employees with one or more employees of the Department during the term of this Agreement and in performance of any Work

## EXHIBIT D

under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

### B. Ownership of Work Product and Rights

- 1) All work Product derived by the Work performed by the Grantee, its employees or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement, shall be owned by the Department and shall be considered to be works made for hire by the Grantee and the Grantee's contractor, subcontractor and/or subrecipient for the Department. The Department shall own all copyrights in the work product.
- 2) Grantee, its employees and all of Grantee's contractor's, subcontractor's and sub-recipient's employees agree to perpetually assign, and upon creation of each Work Product automatically assigns, to the Department, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Grantee's contractor, subcontractor and/or subrecipient from the Department. From time to time upon the Department's request, the Grantee's contractor, subcontractor and/or subrecipients, and/or its employees, shall confirm such assignments by execution and delivery of such assignment, confirmations or assignment or other written instruments as the Department may request. The Department shall have the right to obtain and hold in its name all copyright registrations and other evidence of rights that may be available for Work Product under this Agreement. Grantee hereby waives all rights relating to identification of authorship restriction or limitation on use or subsequent modification of the Work.
- 3) Grantee, its employees and all Grantee's contractors, subcontractors and sub-recipients hereby agrees to assign to the Department all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority thereunder and the same shall become and remain the Department's property regardless of whether such protection is sought. The Grantee, its employees and Grantee's contractor, subcontractor and /or subrecipient shall promptly make a complete written disclosure to the Department of each Invention not otherwise clearly disclosed to the Department in the pertinent Work Product, specifically noting features or concepts that the Grantee, its employees and/or Grantee's contractor, subcontractor and/or subrecipient believes to be new or different.
- 4) Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications and estimates, produced as part of this Agreement will automatically be vested in Department and no further agreement will be necessary to transfer ownership to Department.

**EXHIBIT D**

**13. Special Conditions**

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.



# City of Sunnyvale

## Agenda Item

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21-0787

Agenda Date: 8/31/2021

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### REPORT TO COUNCIL

#### SUBJECT

Award of Contract to Spencon Construction, Inc. for the Concrete Sidewalk, Curb, Gutter and Driveway Approaches 2021 Project (PW21-07), Finding of California Environmental Quality Act (CEQA) Categorical Exemption, and Approve Budget Modification No. 7

#### REPORT IN BRIEF

Approval is requested to award a construction contract in the amount of \$655,993 to Spencon Construction, Inc. of San Ramon for Concrete Sidewalk, Curb, Gutter and Driveway Approaches 2021 Project (Public Works Project No. ST-21-01), approve a 10% construction contingency in the amount of \$65,599, and approve Budget Modification No. 7.

#### EXISTING POLICY

Section 1309 of the City Charter requires public works construction contracts be awarded to the lowest responsive and responsible bidder.

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

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

#### ENVIRONMENTAL REVIEW

This project is exempt under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(c), minor alteration of existing facilities, mechanical equipment, highways and streets involving negligible or no expansion of use beyond that which presently exists.

#### BACKGROUND AND DISCUSSION

Project 829400 - (Sidewalk, Curb, and Gutter Replacement) provides annual funding for the replacement of damaged or raised sidewalks, curbs, gutters, driveway approaches, and for tree and stump removal when necessary throughout the City. Locations requiring repair or replacement are generally identified by residents and then inspected, prioritized, and scheduled by the Department of Public Works Street Maintenance Division. Traditionally the locations identified in the process each year are bundled together and solicited for bids through the competitive bid process. The current project being considered for award consists of concrete replacement at approximately 54 locations throughout the City. Additionally, work to close a sidewalk gap at 1160 Kern Avenue (new Sunnyvale Community Services location) was added to this annual concrete project as a lump sum bid item and will be funded from Transportation Impact Fees. Sunnyvale Community Services anticipates opening

to the public at this new location in October 2021. There is no sidewalk along the frontage of 1160 Kern Avenue and the project will close the gap between the adjoining properties for pedestrian access.

Demand for replacement work under this project has continued to grow. This is largely due to tree roots continuing to raise the concrete and damage sidewalks, curbs, and gutters, including some that have been recently replaced. Staff continues to work to identify alternatives to full replacement, such as recommending tree removal/replacement, saw cutting raised locations, as well as follow up re-inspections.

The construction project was advertised on Demandstar on June 25. Thirteen (13) contractors requested bid documents. Sealed bids were opened on July 14 with six (6) responsive bids received. Spenco Construction, Inc. submitted the lowest responsive and responsible bid in the amount of \$655,993 (Attachment 1 - Bid Summary) for the street locations identified (Attachment 3).

### **FISCAL IMPACT**

Funding is available in Project 829400 - Sidewalk, Curb, and Gutter Replacement for all the locations except the sidewalk gap closure at 1160 Kern Avenue. Staff recommends Budget Modification No. 7 to appropriate \$99,000 in funding (\$90,000 for work plus a 10% contingency of \$9,000) from the Capital Projects Fund, Transportation Impact Fee Sub-fund to fund the gap closure work.

### **Budget Modification No. 7 FY 2021/22**

	Current	Increase/ (Decrease)	Revised
<b><u>Infrastructure Renovation and Replacement Fund</u></b>			
<b><u>Expenditures</u></b>			
Project 829400 - Sidewalk, Curb, and Gutter Replacement	\$ 1,899,884	\$ 99,000	\$ 1,998,884
<b><u>Capital Projects Fund - Transportation Impact Fee Sub-fund</u></b>			
<b><u>Reserves</u></b>			
Capital Reserve	\$ 35,082,356	(\$ 99,000)	\$ 34,983,356

### **PUBLIC CONTACT**

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

**RECOMMENDATION**

Take the following actions:

- Make a finding of categorical exemption from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(c);
- Award a contract in substantially the same form as Attachment 2 to the report in the amount of \$655,993 to Spencon Construction, Inc. of San Ramon;
- Approve Budget Modification No. 7 in the amount of \$99,000 to provide additional project funding;
- Authorize the City Manager to execute the contract when all necessary conditions have been met; and
- Approve a 10% construction contingency in the amount of \$65,599.

Prepared by: Gregory S. Card, Purchasing Officer

Reviewed by: Tim Kirby, Director of Finance

Reviewed by: Chip Taylor, Director of Public Works

Reviewed by: Jaqui Guzmán, Deputy City Manager

Approved by: Kent Steffens, City Manager

**ATTACHMENTS**

1. Bid Summary
2. Draft General Construction Contract
3. Street Locations





			Spenco Construction, Inc.		J.J.R. Construction, Inc.		Golden Bay Construction, Inc.		FBD Vanguard Construction, Inc.		Sposeto Engineering Inc		Wattis Construction Co., Inc.	
<b>Invitation for Bids No. PW21-07/ PUBLIC WORKS PROJECT NO. ST-21-01 Concrete Sidewalk, Curb, Gutter, and Driveway Replacement Approaches 2021</b>			3170 Crow Canyon Place #3170 San Ramon, CA 94583		1120 Ninth Avenue San Mateo, CA 94402		3826 Depot Rd Hayward, CA 94545		550 Greenville Road Livermore, CA 94550		4558 Contractors Place Livermore, CA 94551		964 Stockton Ave San Jose, CA 95110	
			Spencer Stahl		Carlos Raposo		Johnny Zanette		Billie Sposeto		John P Sposeto		C. Michael Land	
BASE BID	QTY	UOM	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
1 Remove and Reconstruct 4" Thick Concrete Sidewalk	12,089	SF	\$ 14.00	\$ 169,246.00	\$ 12.36	\$ 149,420.04	\$ 20.25	\$ 244,802.25	\$ 26.00	\$ 314,314.00	\$ 19.00	\$ 229,691.00	\$ 23.35	\$ 282,278.15
2 Remove and Reconstruct 6" Thick Concrete Sidewalk Driveway	2,140	SF	\$ 15.00	\$ 32,100.00	\$ 18.75	\$ 40,125.00	\$ 23.00	\$ 49,220.00	\$ 32.00	\$ 68,480.00	\$ 22.00	\$ 47,080.00	\$ 26.90	\$ 57,566.00
3 Remove and Reconstruct 6" Thick Concrete Driveway Approach	2,756	SF	\$ 15.00	\$ 41,340.00	\$ 18.75	\$ 51,675.00	\$ 23.00	\$ 63,388.00	\$ 32.00	\$ 88,192.00	\$ 22.00	\$ 60,632.00	\$ 26.20	\$ 72,207.20
4 Remove and Reconstruct Curb and Gutter	3,347	LF	\$ 75.00	\$ 251,025.00	\$ 80.85	\$ 270,604.95	\$ 102.00	\$ 341,394.00	\$ 76.00	\$ 254,372.00	\$ 113.00	\$ 378,211.00	\$ 78.30	\$ 262,070.10
5 Remove Park Strip Concrete and Backfill with 4" Topsoil (Revocable)	1,391	SF	\$ 2.00	\$ 2,782.00	\$ 4.25	\$ 5,911.75	\$ 9.00	\$ 12,519.00	\$ 5.00	\$ 6,955.00	\$ 6.00	\$ 8,346.00	\$ 15.50	\$ 21,560.50
6 4" Thick Asphalt Concrete (Revocable)	500	SF	\$ 7.00	\$ 3,500.00	\$ 13.13	\$ 6,565.00	\$ 16.00	\$ 8,000.00	\$ 9.00	\$ 4,500.00	\$ 14.00	\$ 7,000.00	\$ 17.45	\$ 8,725.00
7 Adjust Utility Boxes in Sidewalk (Revocable)	4	EA	\$ 100.00	\$ 400.00	\$ 250.00	\$ 1,000.00	\$ 150.00	\$ 600.00	\$ 480.00	\$ 1,920.00	\$ 275.00	\$ 1,100.00	\$ 730.00	\$ 2,920.00
8 Replace Water Meter Box (Revocable)	2	EA	\$ 100.00	\$ 200.00	\$ 350.00	\$ 700.00	\$ 250.00	\$ 500.00	\$ 470.00	\$ 940.00	\$ 400.00	\$ 800.00	\$ 800.00	\$ 1,600.00
9 Tree and Stump Removal Medium Size 16" – 30"	15	EA	\$ 2,800.00	\$ 42,000.00	\$ 3,100.00	\$ 46,500.00	\$ 1,200.00	\$ 18,000.00	\$ 2,160.00	\$ 32,400.00	\$ 1,511.00	\$ 22,665.00	\$ 2,100.00	\$ 31,500.00
10 Tree and Stump Removal Large Size 31" or Greater Diameter	6	EA	\$ 3,900.00	\$ 23,400.00	\$ 3,850.00	\$ 23,100.00	\$ 4,650.00	\$ 27,900.00	\$ 2,850.00	\$ 17,100.00	\$ 5,854.00	\$ 35,124.00	\$ 2,780.00	\$ 16,680.00
11 1160 KERN AVENUE SIDEWALK GAP CLOSURE (as shown on plan sheets C1.0-C3.0)	1	LS		\$ 90,000.00		\$ 72,000.00		\$ 88,961.00		\$ 88,441.00		\$ 113,746.00		\$ 212,495.00
<b>BID TOTAL</b>				<b>\$ 655,993.00</b>		<b>\$ 667,601.74</b>		<b>\$ 855,284.25</b>		<b>\$ 877,614.00</b>		<b>\$ 904,395.00</b>		<b>\$ 969,601.95</b>

Surety	10% bond		10% bond		10% bond		10% bond		10% bond		10% bond	
License	A		A, C-8		A, B, C-8, C-10, C-12, C-31		A, B, C-8		A		A	
	Subcontractor	Work to Be Performed	Subcontractor	Work to Be Performed	Subcontractor	Work to Be Performed	Subcontractor	Work to Be Performed	Subcontractor	Work to Be Performed	Subcontractor	Work to Be Performed
	Safe & Care Tree Company	Tree removal	Mountain F Enterprises, Inc.	Tree and stump removal	Atlas Tree & Landscape, Inc.	Tree removal	Compass engineering Contractors	Striping	Atlas Tree & Landscape, Inc.	Tree Removal	Pipe-Net	BFP Relocation
			Del Secco Core & Saw	Sawcutting			De Kay Demolition & Clearing Inc.	Tree Removal			Lewis Tree Service	Tree and stump removal

## DRAFT GENERAL CONSTRUCTION CONTRACT

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

### RECITALS:

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

**1. The Contract Documents.** The complete Contract consists of the following documents: Notice Inviting Bids; Instructions to Bidders; Performance Bond and Payment Bond; Guaranty; City of Sunnyvale Standard Specifications for Public Works Construction, 2006 Edition; City of Sunnyvale Standard Details for Public Works Construction, 2006 Edition; Plans and Specifications, "Concrete Sidewalk, Curb, Gutter and Driveway Approaches 2021, Project No. ST-21-01, Invitation for Bids No. PW21-07", OSHA, and other standards and codes as outlined in the Specifications. These documents are all incorporated by reference. The documents comprising the complete contract are collectively referred to as the Contract Documents.

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

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

**2. The Work.** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete the project in a good and workmanlike manner. The work consists of replacing the existing sidewalks, curbs, gutters, driveway approaches at various locations citywide; and installing new sidewalk at Kern Avenue, ready for use, as called for and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared and adopted by the City of Sunnyvale. These Plans and Specifications are entitled respectively, Concrete Sidewalk, Curb, Gutter and Driveway Approaches 2021, Project No. ST-21-01.

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

**3. Contract Price.** The Owner agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of Six Hundred Fifty Five Thousand Nine Hundred Ninety Three and No/100 Dollar (\$655,993.00) subject to final determination of the work performed and materials furnished at unit prices per "Exhibit A" attached hereto and incorporated by this reference, and subject to additions and deductions in accordance, as provided in the Documents and in accordance with Contract Documents.

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

**5. Inspection by Owner.** Contractor shall at all times maintain proper facilities and provide safe access for inspection by the Owner to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the Owner of its readiness for inspection and without the approval thereof or consent thereto by the latter. Should any such work be covered up without such notice, approval, or consent, it must, if required by Owner, be uncovered for examination at the Contractor's expense.

**6. Extra or Additional Work and Changes.** Should Owner at any time during the progress of the

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

**7. Time for Completion.** All work under this contract shall be completed before the expiration eighty (80) working days from the date specified in the Notice to Proceed.

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

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

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

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

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

deemed the agent of Contractor and any payment so made by Owner shall be considered as a payment made under the Contract by Owner to the Contractor and Owner shall not be liable to Contractor for any such payment made in good faith. Such payment may be made without prior judicial determination of the claim or claims.

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

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

Contractor: Spencon Construction, Inc.  
3170 Crow Canyon Place #3170  
San Ramon, CA 94583

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

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

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

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

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

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

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

(b) General Liability Insurance. Contractor, at its own cost and expense, shall maintain personal injury liability and property damage insurance for the period covered by the Contract in the amount of two million dollars exactly (\$2,000,000.00) per occurrence and four million dollars exactly (\$4,000,000.00) annual aggregate combined single limit coverage. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to the Owner and shall provide that notice must be given to Owner at least thirty (30) days prior to cancellation or material change. The following endorsements shall be attached to the policy:

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

(c) Automobile Liability. Contractor, at its own cost and expense, shall maintain automobile insurance for the period covered by the Contract in the amount of one million dollars exactly (\$1,000,000.00) combined single limit coverage. Such coverage shall include, but shall not be limited to, protection against claims arising therefrom, and damage to property resulting from activities contemplated under this Contract, use of owned automobiles, products and completed operations.

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

**17. Hours of Work.** Eight hours of labor during any one calendar day and forty hours of labor during any one calendar week shall constitute the maximum hours of service upon all work done hereunder, and it is expressly stipulated that no laborer, worker, or mechanic employed at any time by the Contractor or by any subcontractor or subcontractors under this Contract, upon the work or upon any part of the work

contemplated by this Contract, shall be required or permitted to work thereon more than eight hours during any one calendar day and forty hours during any one calendar week, except, as provided by Section 1815 of the Labor Code of the State of California, work performed by employees of contractors in excess of eight hours per day and forty hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. It is further expressly stipulated that for each and every violation of Sections 1811-1815, inclusive, of the Labor Code of the State of California, all the provisions whereof are deemed to be incorporated herein, Contractor shall forfeit, as a penalty to Owner, twenty-five dollars exactly (\$25.00) for each laborer, worker, or mechanic employed in the execution of this Contract by Contractor, or by any subcontractor under this Contract, for each calendar day during which the laborer, worker, or mechanic is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of the Sections of the Labor Code.

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

**18. Wage Rates.** Pursuant to the Labor Code of the State of California, or any applicable local law, Owner has ascertained the general prevailing rate per diem wages and rates for holidays, and overtime work in the city, for each craft, classification or type of laborer, worker, or mechanic needed to execute this Contract. Owner has adopted, by reference, the general prevailing rate of wages applicable to the work to be done under the Contract, as adopted and published by the Division of Labor Standards Enforcement and Labor Statistics and Research of the State of California, Department of Industrial Relations, to which reference is hereby made for a full and detailed description. A copy of the prevailing wage rates may be reviewed in the office of the Director of Public Works, City of Sunnyvale, 456 West Olive Avenue, Sunnyvale, California. Wage rates can also be obtained through the California Department of Industrial Relations website at: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

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

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

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

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

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

**21. Liquidated Damages.** Time shall be the essence of this Contract. If Contractor fails to complete, within the time fixed for such completion, the entire work mentioned and described and contracted to be done and performed, Contractor shall become liable to Owner for liquidated damages in the sum of five hundred dollars exactly (\$500.00), for each and every calendar day during which work shall remain uncompleted beyond such time fixed for completion or any lawful extension thereof. The amount specified as liquidated damages is presumed to be the amount of damage sustained by Owner since it would be impracticable or extremely difficult to fix the actual damage; and the amount of liquidated damages may be deducted by Owner from moneys due Contractor hereunder, or its assigns and successors at the time of completion, and Contractor, or its assigns and successors at the time of completion, and its sureties shall be liable to Owner for any excess.

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

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

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

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

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

CITY OF SUNNYVALE  
a Municipal Corporation, Owner

SPENCON CONSTRUCTION, INC.  
Contractor

License No. 820205

By \_\_\_\_\_  
City Manager Date

By \_\_\_\_\_

\_\_\_\_\_  
Title Date

Attest:  
City Clerk

By \_\_\_\_\_

\_\_\_\_\_  
Title Date

By \_\_\_\_\_  
City Clerk Date

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney Date



**EXHIBIT A**  
**BID SCHEDULE**

No.	Description	QTY	Unit	Unit Cost
1	Remove and Reconstruct 4" Thick Concrete Sidewalk	12,089	SF	\$ 14.00
2	Remove and Reconstruct 6" Thick Concrete Sidewalk Driveway	2,140	SF	\$ 15.00
3	Remove and Reconstruct 6" Thick Concrete Driveway Approach	2,756	SF	\$ 15.00
4	Remove and Reconstruct Curb and Gutter	3,347	LF	\$ 75.00
5	Remove Park Strip Concrete and Backfill with 4" Topsoil <b>(Revocable)</b>	1,391	SF	\$ 2.00
6	4" Thick Asphalt Concrete <b>(Revocable)</b>	500	SF	\$ 7.00
7	Adjust Utility Boxes in Sidewalk <b>(Revocable)</b>	4	EA	\$ 100.00
8	Replace Water Meter Box <b>(Revocable)</b>	2	EA	\$ 100.00
9	Tree and Stump Removal Medium Size 16" – 30"	15	EA	\$ 2,800.00
10	Tree and Stump Removal Large Size 31" or Greater Diameter	6	EA	\$ 3,900.00
11	<b>1160 KERN AVENUE SIDEWALK GAP CLOSURE (as shown on plan sheets C1.0-C3.0)</b>	<b>1</b>	<b>LS</b>	\$ 90,000.00

## EXHIBIT B

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

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

	Zone	Street #	Street Name	Cross Street	SW			C/G	Dw Sw			Apron			Park Strip		Medium Tree & Stump Removal	Large Tree & Stump Removal
					L	W	Sq. Ft.		L	W	Sq. Ft.	L	W	Sq. Ft.	Y/N	Sq. Ft.	EA	EA
		54	<<Sites on this listing				12089	3347			2140			2756		1391	15	6
1	11	1543	Barton Dr	Ashcroft Wy	50	4.5	225	64	17	4.5	76.5	18	5.5	99				1
2	11	1025	Cascade Dr	Wright Av	145	4.5	652.5	175	16	4.5	72	19	5.5	104.5				
3	11	957	Chehalis Dr	Franchere Pl				60	21	4.5	94.5	19	5.5	104.5				
4	11	961	Chehalis Dr	Franchere Pl				67	9.5	4.5	42.75	18	5.7	102.6			1	
5	11	964	Chehalis Dr	Franchere Pl	49	4.5	220.5	49										
6	11	965	Chehalis Dr	Franchere Pl	43	4.5	193.5	30										
7	11	970	Chehalis Dr	Franchere Pl	41	4.5	184.5	20	8	4.5	36						1	
8	11	977	Chehalis Dr	Franchere Pl	40	4.5	180	39										
9	11	984	Chehalis Dr	Franchere Pl	43	4.5	193.5	77	17	4.5	76.5	19	5.5	104.5			1	
10	11	990	Chehalis Dr	Franchere Pl	55	4.5	247.5	75	18	4.5	81	17	5.5	93.5	Y	236.5		
11	11	934	Chehalis Dr	Franchere Pl	39	4.5	175.5	48				9	5.5	49.5				
12	11	806	Corvallis Dr	La Crosse Dr	23	4.5	103.5		17	4.5	76.5							1
13	11	807	Corvallis Dr	La Crosse Dr	120	4.5	540	168							Y	236.5		
14	11	812	Corvallis Dr	La Crosse Dr	33	4.5	148.5	32							Y	30	1	
15	11	1365	Franchere Pl	Bonneville Wy	42	4.5	189	35									1	
16	11	1397	Franchere Pl	Bonneville Wy	38	4.5	171	53	18	4.5	81	19	2.5	47.5			1	
17	11	1374	Franchere Pl	Bonneville Wy	74	4.5	333	54									1	
18	11	1426	Franchere Pl	Chelan Dr	96	4.5	432	83										
19	11	1431	Knowlton Dr	Cascade Dr	38	4.5	171	57	18	4.5	81	20	5.5	110				
20	11	1464	Knowlton Dr	Cascade Dr	43	4.5	193.5	65	16	4.5	72	19	5.5	104.5				
21	11	1470	Knowlton Dr	Cascade Dr	72	4.5	324	102							Y	294		1

[illegible]

																	Medium Tree & Stump Removal	Large Tree & Stump Removal
	Zone	Street #	Street Name	Cross Street	SW			C/G	Dw Sw			Apron			Park Strip		EA	EA
					L	W	Sq. Ft		L	W	Sq. Ft.	L	W	Sq. Ft.	Y/N	Sq. Ft.		
44	11	1413	Ormsby Dr	Cheyenne Dr	59	4.5	265.5	88				19	5.5	104.5				
45	11	1419	Ormsby Dr	Cheyenne Dr	46	4.5	207	57	18	4.5	81							
46	11	1420	Ormsby Dr	Cheyenne Dr	45	4.5	202.5	43										
47	11	1425	Ormsby Dr	Cheyenne Dr	43	4.5	193.5	79				18	5.5	99			1	
48	11	1431	Ormsby Dr	Cheyenne Dr	55	4.5	247.5	56										
49	11	1438	Ormsby Dr	Cheyenne Dr	111	4.5	499.5	77	17	4.5	76.5				Y	242	1	
50	11	1439	Ormsby Dr	Cheyenne Dr	102	4.5	459	156	19	4.5	85.5	19	5.5	104.5				
51	11	1451	Ormsby Dr	Cheyenne Dr	54	4.5	243	38										
52	11	1455	Ormsby Dr	Cheyenne Dr	43	4.5	193.5	69	19	4.5	85.5	19	5.5	104.5				1
53	11	1458	Ormsby Dr	Cheyenne Dr	55	4.5	247.5	66	17	4.5	76.5	19	5.5	104.5				
54	11	1460	Ormsby Dr	Cheyenne Dr	60	4.5	270	64	17	4.5	76.5	19	5.5	104.5			1	



# City of Sunnyvale

## Agenda Item

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21-0838

Agenda Date: 8/31/2021

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### REPORT TO COUNCIL

#### SUBJECT

Authorize Amending an Existing Contract with Carollo Engineers, Inc. for the Sunnyvale Cleanwater Program Plant Rehabilitation Project for Engineering Design Services (F22-006)

#### REPORT IN BRIEF

Approval is requested to amend an existing design and construction support contract with Carollo Engineers, Inc. of Walnut Creek for the Water Pollution Control Plant (WPCP) Plant Rehabilitation Project related to design work for pond pipeline rehabilitation, increasing the not to exceed contract amount from \$7,452,610 to a new not to exceed contract amount of \$8,399,192, and approval to increase the contingency amount from \$731,562 to \$1,079,176.20.

#### EXISTING POLICY

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

#### ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Environmental review regarding the Pond Pipeline Rehabilitation Project will be performed prior to the award of the construction contract for the Project.

#### BACKGROUND AND DISCUSSION

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

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

Staff responded to the SE pipeline failure by utilizing procurement authority for emergencies with City Manager approval as granted under Sunnyvale Municipal Code Chapters 2.08 (goods and services), and 2.09 (Public Works Contracts). An intermediate pipeline repair solution was designed and constructed in order to return the SE Pipeline back to normal operation as soon as possible. It was reported to City Council on August 25, 2020 (RTC No. 20-0765). The intermediate SE pipeline repair

design was procured through a change order to Carollo Engineers' existing contract for professional design services associated with the Sunnyvale Cleanwater Project 2.1: Existing Plant Rehabilitation-Split Flow (RTC No. 19-0706).

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

Preliminary evaluation of conceptual permanent solutions conducted by staff and Carollo Engineers identified a preferred alternative that incorporates the newly constructed 24-inch piping and utility bridge into the permanent SE pipeline solution. The 48-inch Pond Return Pipeline parallels the SE pipeline and conveys backwash and other tertiary Plant flow from the FGR distribution structure back to the oxidation ponds. During evaluation of the SE intermediate pipeline repair, it was recognized that Pond Return Pipeline is of similar material and vintage as the SE pipeline and may also need to be repaired or replaced.

This First Amendment is to increase the total contact amount with Carollo Engineers to cover the professional services for the work described above. Approval for the budgetary amount was received from the City Council on June 29, 2021 (RTC No. 21-0679).

A proactive approach to addressing the existing Pond Return Pipeline includes an alternatives analysis to evaluate the environmental, cultural and operational impacts, as well as the design of repair or replacement of the pipeline. An assessment, to validate the need for repair or replacement, will be conducted during the SCWP WPCP Condition Assessment (Project 834390), scheduled to begin in 2022.

### **FISCAL IMPACT**

Sufficient funds are available in Project 833150 - Plant Rehabilitation to support the additional \$946,582 contract amendment and the contingency in the amount of \$347,604.20.

### **PUBLIC CONTACT**

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

### **RECOMMENDATION**

Take the following actions:

- Authorize the City Manager to execute the First Amendment to an existing contract with Carollo Engineers, Inc., in substantially the same format as Attachment 1 to the report, increasing the not-to-exceed contract amount by \$946,582 for a new not-to-exceed contract amount of \$8,399,192; and

- Approve an additional contingency for the Carollo Engineers, Inc. contract in the amount of \$347,604.20 for a new contingency amount of \$1,079,176.20.

Prepared by: Gregory S. Card, Purchasing Officer

Reviewed by: Tim Kirby, Director of Finance

Reviewed by: Ramana Chinnakotla, Director of Environmental Services

Reviewed by: Chip Taylor, Director of Public Works

Reviewed by: Jaqui Guzmán, Deputy City Manager

Approved by: Kent Steffens, City Manager

### **ATTACHMENTS**

1. Draft Amendment to Consultant Service Agreement



**DRAFT FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT BETWEEN  
CITY OF SUNNYVALE AND CAROLLO ENGINEERS, INC. FOR DESIGN AND  
CONSTRUCTION SUPPORT SERVICES FOR SUNNYVALE CLEANWATER PROGRAM  
EXISTING PLANT REHABILITATION DESIGN 2.1**

First Amendment to Consultant Services Agreement, dated \_\_\_\_\_, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and CAROLLO ENGINEERS, INC, a Delaware corporation ("CONSULTANT").

WHEREAS, on August 13, 2019, CITY and CONSULTANT entered into a Consultant Services Agreement whereby CONSULTANT would perform professional services necessary for investigation, analysis, design, preparation of construction drawings and contract specifications consultation, engineering services during construction and other services for a project known as Sunnyvale Cleanwater Program Existing Plant Rehabilitation Design 2.1; and

WHEREAS, the parties now agree that a First Amendment to said Agreement is advisable;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT:

1. Services by CONSULTANT

[Replace the first paragraph with the following:]

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work" and Exhibit "A-2" entitled "Additional Scope of Work." All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Sanjay Reddy, P.E. to this project, to act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

2. Notice to Proceed/Completion of Services

[Replace paragraph (b) with the following:]

- (b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A" and Exhibit "A-2," CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has satisfactorily completed the Scope of Work (Exhibit "A"), Additional Scope of Work (Exhibit "A-2") and if so requested, CITY shall make this determination within fourteen (14) days of such request.

4. Payment of Fees and Expenses

[Replace this section with the following:]

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule. All compensation will be based on monthly billings as provided in Exhibit "B." Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion and actual hours completed associated with the various task descriptions of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. In no event shall the total Compensation exceed the amounts set forth in Exhibit "B" for each task description total fee, and shall include services as identified in Exhibit "A" in the amount of Seven Million Three Hundred Fifteen Thousand Six Hundred Fifteen and No/100

Dollars (\$7,315,615.00) for the duration of the contract, as well as optional services in an amount not to exceed One Thirty Six Thousand Nine Hundred Ninety Five Four and No/100 Dollars (\$136,995.00) for the duration of the contract.

In no event shall the total amount of compensation exceed the amount set forth in Exhibit B-1 for each task description total fee shall include services identified in Exhibit A-2 in the amount of Nine Hundred Forty Six Thousand Five Hundred Eighty Two and No/100 Dollars (\$946,582.00) unless upon written modification of this Agreement executed by both parties.

In no event shall the total amount of compensation payable under this agreement exceed the sum of Eight Million Three Hundred Ninety Nine Thousand One Hundred Ninety Two and No/100 Dollars (\$8,399,192.00) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

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

8. Standard of Workmanship

[ Replace second paragraph with the following:]

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibits "A" and "A-2" shall be of a quality acceptable to CITY. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well-organized, technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by CITY for similar projects.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
City Manager

CAROLLO ENGINEERS, INC. ("CONSULTANT")

By \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
City Attorney

By \_\_\_\_\_

\_\_\_\_\_  
Name/Title

## PROJECT MEMORANDUM

**PROJECT 2.1 – AMENDMENT NO. 1 –  
POND PIPELINE DESIGN**

Date: July 27, 2021

Project No.: 11599A.10

Cleanwater Program - City of Sunnyvale

Prepared By: Tim Taylor, P.E.

Reviewed By: Jon Boitano, P.E., Sanjay Reddy, P.E.

Subject: P2.1 – Amendment No. 1 – Pond Pipeline Design

**Purpose**

The purpose of this Addendum No. 1 is to provide professional engineering services to the OWNER for the Secondary Effluent (SE) Pipeline and Pond Return Pipeline replacement or rehabilitation designs (Project).

The OWNER owns and operates a Secondary Effluent Pump Station (SEPS) and SE Pipeline that conveys water from the treatment ponds to the Fixed Growth Reactors (FGR). The existing SE Pipeline is a 36-inch diameter steel pipeline that is routed beneath the Cargill Channel and Sunnyvale Channel and then over to the Tank Drainage Pump Station structure where it goes thru a flow meter and continues to the FGR distribution structure. After the SE Pipeline ruptured in Summer of 2020 a temporary pipeline system was constructed in order for the SEPS to be able to maintain the pond elevations and convey water to the FGR's. A permanent solution to address the SE Pipeline failure is required. Additionally, the parallel 48-inch steel Pond Return Pipeline is of the same material and vintage as the SE Pipeline and should be addressed.

Therefore, this scope of services is provided to address the two major components that include the following:

- SE Pipeline permanent replacement; and
- Pond Return Pipeline rehabilitation and/or replacement (if required per study)

Exhibit A details the estimate of engineering hours and costs with and without optional tasks included for Addendum No. 1.

**Addendum No. 1 Scope of Services****TASK 1.0 - PROJECT MANAGEMENT**

**Task 1.1 - Project Administration.** Administer the project and subconsultants to maintain project schedule and budget. The project progress and budget status will be included in monthly progress reports that will be attached to billing invoices. Additionally, the monthly progress report will include a list of work completed for the time period, meeting minutes for all meetings held during the time period, and an updated decision log.

**Task 1.2 - Project Meetings.** Meetings will be conducted to coordinate the project tasks between the OWNER and subconsultants. Anticipated project meetings are identified below:

- Project Status Meetings (Monthly)

Task 1 Deliverables:

- Monthly Progress Reports
- Project Status Meeting Minutes
- Decision Log

Task 1 Assumptions:

- Project Status Meetings to be one (1) hour and via telephone
- Project duration to be 24 months

**TASK 2.0 - ALTERNATIVES ANALYSIS**

**Task 2.1 - Review Existing Information.** Under this task, the ENGINEER will review the existing record drawings and other pertinent information for the SEPS, SE Pipeline and Pond Return Pipeline. ENGINEER will conduct one (1) field visit to assist in identifying potential alternatives.

**Task 2.2 - Alternatives Analysis.** ENGINEER will identify potential solutions to identify possible alternatives to rehabilitating and/or replacing the Pond Return Pipeline. While the SE Pipeline final alternative for replacement has been previously identified the ENGINEER will review other alternatives that could be beneficial by collaborating with the Pond Return Pipeline alternatives. Cost estimates for each alternative will be developed to a "Class 4" level estimate as defined by the Association for the Advancement of Cost Engineering (AACE). ("Class 4" level estimates have an expected range of accuracy of -30 percent to +50 percent). A brief alternatives analysis will be conducted to identify a recommended alternative for both pipelines.

**Task 2.3 - Alternatives Analysis.** After OWNER review of the Draft Alternatives Analysis Technical Memorandum (TM) a workshop will be conducted to discuss the findings and identify the recommended alternative. Prior to the workshop, a pre-call will be conducted with Program representatives.

Task 2 Deliverables:

- Draft Alternatives Analysis Technical Memorandum (TM)
- Final Alternatives Analysis TM

Task 2 Assumptions:

- One (1) field site visit
- Field condition assessment work is NOT included

**TASK 3.0 - FIELD INVESTIGATIONS**

**Task 3.1 - Conduct Topographic Survey.** Under this task, ENGINEER will conduct a field investigation and develop the topographic survey information necessary to complete the project design. This work will be conducted by a subconsultant to the ENGINEER.

**Task 3.1.1 - Conduct field topographic survey for project area limits.** This includes obtaining all permits, utility locates, access to property, and equipment required to perform the field work. Provide complete surveys in accordance with jurisdictional requirements. Establish or tie-in to project control network. Bathymetric survey of the Cargill Channel and levee system. Survey to include utilities that can be easily accessed. Provide Digital Terrain Model (DTM) of project area limits.

**Task 3.2 - Conduct Geotechnical Investigation.** Under this task, ENGINEER will conduct a geotechnical field investigation and develop a geotechnical report. This work will be conducted by a subconsultant to the ENGINEER. Three (3) borings on the existing levees are proposed. Three (3) existing borings, within the

project area, encountered sandy and clayey fills that extended to depths of about 15 to 16 feet. Below the surficial fills, medium stiff to very stiff, native clays with interbeds of thin medium dense to dense sand lenses were encountered to the maximum depth explored of about 85 feet. Depending upon the findings from the proposed borings on the levees, one additional optional boring along the pipeline alignment that extends within the Cargill Channel may be proposed.

*Task 3.2.1 - Preliminary Review.* Conduct a review of previous investigations and logs of subsurface exploration from previous geotechnical studies in the vicinity of the project. Perform a preliminary site reconnaissance to observe access considerations to the areas where the three borings on existing levees and one (optional) boring will be performed.

*Task 3.2.2 - Exploratory Borings and Laboratory Testing.* Review the existing utility record drawings and coordinate with plant maintenance crew to gather utility information, notify Underground Service Alert, and subcontract a private utility locating company to clear the proposed exploration locations for underground utilities.

Perform three borings on existing levees to a depth of the order of about 5 feet below the pipe invert which is estimated to be 30 to 35 feet below grade using truck-mounted mud rotary drilling methods. Field engineer will observe and log the exploratory borings and collect disturbed and relatively undisturbed samples of the subsurface materials for visual evaluation and laboratory testing. Soils will be classified using the Unified Soil Classification System. Drilling derived spoils will be collected in 55-gallon DOT drums, characterized for possible contamination, and then off hauled to an appropriate landfill (assumes that the soil cuttings will not be found to be environmentally hazardous). The levee borings will be backfilled with neat cement grout. We assume a drilling permit will not be required.

Laboratory tests that include the following will be performed (as necessary):

- Classification of soil materials in accordance with the Unified Soil Classification System (i.e., Atterberg limits and grain size).
- Sieve and hydrometer analysis.
- Strength tests (e.g., unconsolidated undrained triaxial, unconfined compression).
- Moisture content and dry density.
- Corrosion tests on at least one (1) sample of soil from the site. The corrosion testing will include pH, Resistivity (ohm-centimeter), Redox (millivolts, positive or negative), Chlorides (parts per million), and Sulfates (parts per million). Soil samples will be from depths at which buried piping and concrete are located and/or will be placed.

*Task 3.2.3 - Develop Geotechnical Report.* Develop a draft and final geotechnical report that includes the field investigations, laboratory analyses and project geotechnical recommendations. The geotechnical report will include the following:

- Vicinity and previous exploration location map;
- Description of physical properties and characteristics of subsurface soils including groundwater level;
- General site geology, seismicity, and seismic design parameters in accordance with the 2019 California Building Code, as appropriate;
- Recommendations for excavation and site earthwork, including procedures for subgrade preparation, and proper placement of fill and backfill, as appropriate;
- Discussion of probable total and differential settlements of the pipelines; and

- Appendix with relevant logs of the test borings from previous studies, and a summary of the subsurface conditions previously found by us and others

Task 3 Deliverables:

- Topographic survey (AutoCAD Civil 3D format)
- Geotechnical Investigation Report (Draft and Final in PDF format)

Task 3 Assumptions:

- One (1) field site visit for each subconsultant
- Potholing not included in this scope
- Spoils from borings are assumed to be non-hazardous. If tested and determined to be hazardous, additional costs for disposal shall be borne by the OWNER
- Field condition assessment work is NOT included

**TASK 4.0 - REGULATORY AGENCY PERMITTING ASSISTANCE**

Under this task, ENGINEER will provide environmental permitting and compliance as necessary to complete the project design. This work will be conducted by a subconsultant to the ENGINEER. To proceed with a long-term solution to rehabilitate/replace the SE pipeline and the Pond Return Pipeline (if required), the OWNER must coordinate with resource agencies and acquire environmental permits, as well as prepare an Addendum to the Sunnyvale WPCP Master Plan Programmatic Environmental Impact Report (PEIR). The scope for these tasks is detailed below.

**Task 4.1 - Project Description and CEQA Addendum.** Under this task, ENGINEER will prepare a draft project description to be used for the CEQA analysis. The reviewed project description will be used to prepare an Addendum, which documents the activities, impacts, and mitigation measures in the PEIR that are applicable to this project. The purpose of this Addendum is to determine whether the proposed activities would result in any new significant environmental impacts or increase the magnitude or severity of any significant impacts disclosed in the PEIR. It is anticipated that the project will have no effects beyond those analyzed in the PEIR. Should the project require additional CEQA documents, these services shall be priced separately. Up to two (2) conference calls for this task are included.

**Task 4.2 - Resource Agency Coordination and Environmental Permit Acquisition Support.** ENGINEER shall confirm applicable regulatory and permitting agency requirements, inform the OWNER of such requirements, prepare draft applications and supplemental documentation, revise applications based on OWNER and permitting agencies' review and comments, and participate in an interagency meeting to discuss and review applications. The OWNER will take the lead in the permit acquisition process after draft applications and supplemental documentation are completed. The OWNER will be the lead negotiator in the permit acquisition process.

ENGINEER shall inform the OWNER of the appropriate permit application fee and the OWNER will pay all required permit application fees.

Agency Coordination Support. After permit applications are submitted and prior to permit issuance, ENGINEER shall provide technical assistance to OWNER to respond to regulatory agency questions. It is anticipated that the permitting consultation and coordination activities would be conducted in parallel/simultaneously with the application process described in this task for permit processing. This task includes ENGINEER's attendance at twelve (12) meetings or conference calls. If agency consultation/coordination requires additional effort, ENGINEER may elect to negotiate a service order amendment. The permitting applications will be prepared by ENGINEER; permit applications are intended

to be submitted to the agencies no later than March 31, 2022. ENGINEER's technical staff shall be available after that time to answer questions or provide follow-up support regarding regulatory matters up to the budget limit set aside for this task.

Compensatory Mitigation Support. This task includes support to respond to unforeseen regulatory agency requirements, such as the need for compensatory mitigation or a revised permitting strategy. This task can be utilized to assist the OWNER to identify compensatory mitigation if required by the agencies, to assist with agency mitigation negotiation, or to support revegetation planning. These services will be coordinated with the OWNER prior to initiating work and the OWNER will need to authorize this work prior to initiation.

**Task 4.3 - Field Assessments and Reports.** Under this task, ENGINEER will prepare required surveys assessments and reports to facilitate the regulatory permitting requirements. The anticipated reports are as follows:

Aquatic Resources Delineation Report. A wetland specialist will conduct a preliminary aquatic resources delineation of the project site in accordance with current U.S. Army Corps of Engineers (USACE) requirements to determine the location and extent of potential jurisdictional waters of the U.S., including wetlands. The delineation using the methods specified in the USACE 1987 Wetland Delineation Manual and the 2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0) will be implemented. The delineation area will include any areas where ground disturbance and construction activities would occur and any potential staging and access areas. The delineation report will include a site description; a description of the methodologies and results of the data collection; a map of the site and all aquatic resources that were identified during the field delineation; a discussion of vegetation, soils, and hydrology; and copies of the standardized data sheets that were used during field work. The report will include information necessary to support the USACE in their verification and any required permitting.

Expected limits of State jurisdictional waters [per RWQCB and CDFW guidance], if different from the extent of USACE jurisdictional areas, will also be documented concurrently with the USACE delineation effort for use in the RWQCB 401 Certification application and CDFW Streambed Alteration Agreement Notification. Extents of potential San Francisco Bay Conservation and Development Commission (BCDC) jurisdiction will also be mapped.

ENGINEER will assume that all potential waters of the U.S. within the delineation study area are jurisdictional in the USACE permit application and will not request a formal jurisdictional determination from the USACE. This scope assumes one site visit with USACE staff to verify the extent of jurisdictional waters and one round of revision to the delineation map based on USACE comments.

Rare Plant Survey. As discussed in the PEIR, one special-status plant, Congdon's tarplant, is known to occur in the vicinity of the Sunnyvale WPCP. ESA will conduct a floristic survey of the project site during the summer of 2021, to capture the flowering period of summer flowering annuals including tarplants. The survey will occur over one day. The survey will be conducted in accordance with the California Department of Fish and Wildlife's (CDFW) Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities (CDFW, 2018), to identify and document the floristic diversity within the survey area, including special-status plants. In addition, an existing population of Congdon's tarplant (*Centromadia parryi* subsp. *congdonii*) will be used as a reference site to confirm the correct survey timing.

All plant taxa observed will be identified to the level necessary to determine rarity status and recorded in a comprehensive list of plants observed. Location, population characteristics, and vegetation community information for special-status plant populations will be recorded, and populations will be mapped according to the CDFW protocol. Voucher collections will be made, as necessary, under ESA's voucher collection permit (2018(a)-18-074-V) and submitted to the UC Berkeley Herbarium as physical evidence to validate plant identification. Any collected specimens are documented for posterity.

ENGINEER will prepare a report that presents the methods and results of the floristic survey, along with a comprehensive list of plants observed, following the conclusion of the summer survey. A map of special-status plants will also be included with the report along with photos of such species, if any are observed. ENGINEER will incorporate one round of comments and edits from the OWNER into the report.

**Biological Assessment.** ENGINEER shall prepare a biological assessment using the best scientific and commercial data available that complies with the Section 7 regulations (50 C.F.R. § 402.13) to complete consultation with the U.S. Fish and Wildlife Service (USFWS) and National Oceanic and Atmospheric Administration (NOAA) Fisheries, and Essential Fish Habitat (EFH) Consultation under the Magnuson-Stevens Fishery Conservation and Management Act (50 C.F.R. § 600.905 – 600.930) with NOAA Fisheries. A recently completed detailed biological resources technical report for other OWNER projects in the vicinity, and to the extent possible will use information from the biological resources technical report. The biological assessment shall include:

- A description of the action being considered;
- A description of the specific area that may be affected by the action including maps;
- Site reconnaissance, habitat mapping, and identification of known or anticipated special-status plant, aquatic, and animal species present.
- A description of any listed species or critical habitat that may be affected by the action;
- A description of the manner in which the action may affect any listed species or critical habitat, and an analysis of any cumulative effects;
- A description of proposed avoidance and minimization measures that would be adopted by the applicant that would avoid or minimize the effects to the extent that the species or habitat; and,
- An assessment regarding whether these habitats/species are likely to be adversely affected by the implementation of the project.

This task assumes that the project would avoid take of all state-listed species and take of all species listed as Fully Protected Species under California Fish and Game Code.

**State Historic Preservation Office (SHPO) Consultation Support.** ENGINEER shall prepare a technical memorandum summarizing the findings of the cultural resources survey report prepared for the Master Plan PEIR, including an updated archival records search, updated Native American outreach, and an evaluation of the Cargill Channel as a contributor to the Alviso Salt Ponds Historic District. This scope assumes the Cargill Channel is either not a contributor to the District and the finding will be No Historic Properties Affected or that the Cargill Channel is a contributor to the District and there will be No Adverse Effect. If there is a finding of Adverse Effect, additional documentation or agreement documents would be required that are not included in this scope of work. Cost estimate for this task includes archival records search fee for the Northwest Information Center.

**Permitting Project Description.** ENGINEER will prepare the permitting project description that will be included as an attachment to the USACE, RWQCB, CDFW, and BCDC permit applications. The project



description will include a description of project features, construction period, and construction methods and will be based on the project's 60% design drawings. Using the CEQA Addendum project description as a starting point, ENGINEER will prepare a request for information for submittal to the OWNER with a list of items to complete the draft permitting project description. After OWNER review, ENGINEER will produce one final project description based on consolidated comments. This task assumes that a permitting specialist will participate in a conference call to discuss the project description.

*CDFW 1602 Notification.* A Lake or Streambed Alteration (LSA) Agreement under California Fish and Game Code (FGC) Section 1602 applies to any project that will substantially divert, obstruct, or change the natural flow of a river, stream or lake; substantially change the bed, channel, or bank of a river, stream, or lake; or use material from a streambed. ENGINEER will prepare a LSA Notification for the City to submit to CDFW to secure an LSA Agreement for the project. The notification will include the project description; a description of existing vegetation communities; special-status species with potential to occur at the project site; impacts on FGC 1600 et seq. resources including streams, vegetation, fish, and wildlife; measures to avoid and minimize project impacts; copies of the aquatic resources delineation report and biological resources evaluation; and a copy of the CEQA compliance. ENGINEER will prepare a draft and final CDFW 1602 Notification for the City. The OWNER, as the project applicant, will submit the application electronically via CDFW's Environmental Permit Information Management System (EPIMS) Permitting Portal. ENGINEER will provide assistance to the OWNER with this submittal.

*U.S. Army Corps of Engineers (USACE) Clean Water Act 404 Nationwide Permit (NWP) Pre-Construction Notification.* This task assumes that the project will qualify for coverage under one or more USACE NWP such as NWP 3: Maintenance and/or NWP 58: Utility Line Activities. The USACE will determine the appropriate NWPs for the project. ENGINEER shall prepare one pre-construction notification package. ENGINEER shall submit the aquatic resources delineation report with the pre-construction notification package for the NWP. The pre-construction notification will also include the required notification form; supplemental project information, impacts, and impact avoidance and minimization measures based on PEIR MMRP and recent biological opinion for work near Moffett Channel; technical reports to support USACE consultation with USFWS, NMFS, and SHPO; project designs; and other required information. This task includes a field delineation verification with USACE staff and minor revisions to the jurisdictional delineation as requested by the USACE. If the USACE determines that an Individual Permit is required, additional scope, budget and schedule will be required.

*San Francisco Bay Regional Water Quality Control Board Clean Water Act 401 Water Quality Certification Application Package.* A Section 401 permit is needed from RWQCB for activities that may result in a discharge to Waters of the State/U.S. This requirement is triggered by the in-water construction work and the need for a Clean Water Act Section 404 permit. ENGINEER will prepare a 401 permit application package to submit to RWQCB in order to pursue a water quality certification for the project.

The application will follow the Implementation Guidance for the State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State (Wetland Procedures; April, 2020) and the U.S. Environmental Protection's (EPA's) Section 401 certification rule (40 CFR Part 121), which went into effect in September 2020. The application form will be completed and submitted along with supplemental information on the proposed project, including the project description, potential project impacts, a list of impact avoidance and minimization measures that will be implemented, copies of the aquatic resources delineation report and biological assessment, a copy of the CEQA compliance documentation, and a cover letter. The City will submit the application to the RWQCB. This task includes with RWQCB, answering

questions, and reviewing the agency-issued draft permit (if provided). The budget does not include any permit application fees.

As required by the Wetland Procedures, ENGINEER will prepare an alternatives analysis as required by the Wetland Procedures and will provide information to the RWQCB to support a determination that the proposed project is the Least Environmentally Damaging Practicable Alternative. Background information on at least two alternative project designs that were evaluated, but rejected, as part of project development will be included. This task assumes that an ENGINEER permitting specialist will participate in conference calls to discuss the alternatives.

*RWQCB Pre-application Meeting.* In accordance with the EPA's September 2020 401 Certification Rule, an applicant must request a pre-application meeting with the RWQCB at least 30 days prior to applying for certification. ENGINEER will assist with the preparation of a brief memorandum to request the interagency pre-application meeting including a description of the project, the applicable permits and approvals, summary of project impacts, etc. ENGINEER will provide the memorandum and the OWNER will review and ENGINEER will finalize for OWNER to submit it to the appropriate regulatory agencies and schedule the meeting. ENGINEER will support the OWNER at the pre-application meeting, assumed to be virtual meeting. ENGINEER will prepare a short PowerPoint presentation and provide meeting notes. This scope assumes one ENGINEER staff would attend the pre-application meeting, participate in a conference call with the project team prior to meeting, and participate in a conference call with the project team to debrief after the meeting.

*Bay Conservation and Development Commission (BCDC) Development Permit Application Package.* ENGINEER shall prepare a BCDC permit application and required supplemental analyses and documentation. This scope assumes that a Major Permit will not be required by BCDC. If a Major Permit is required, ENGINEER may elect to negotiate a service order amendment that provides for the effort required to complete a Major Permit. The budget does not include any permit application fees.

#### Task 4 Deliverables:

- Draft Project Description
- Administrative Draft, Draft, Draft Final, and Final CEQA Addendum
- Response to comments for Administrative Draft, Draft, Draft Final CEQA Addendum
- Administrative Draft, Screen Check Draft, and Final permit notification packages
- Geographic Information System (GIS) files
- Draft and Final Aquatic Species Resources Delineation Report.
- Draft and Final Special Status Plant Report.
- Draft and Final Biological Assessment Report.
- Draft and Final Cultural Resources Technical Memorandum.
- Draft and Final Permitting Project Description.
- Draft and Final CDFW 1602 Notification package.
- Draft and Final USACE Pre-Construction Notification application package.
- Draft and Final SF RWQCB 401 Water Quality Certification application package.
- Draft and Final RWQCB Pre-Application Memorandum.
- Draft and Final BCDC Development Permit application package.
- Draft and final construction compliance measures table and checklist.
- Draft and final post-construction report memorandum.

Task 4 Assumptions:

- Permit application preparations are assumed to take no more than twelve (12) months.
- OWNER will prepare and file the Notice of Determination and any associated Findings.
- Development of a mitigation plan would be covered under a separate scope and budget.
- Permitting calculations, descriptions, and figures will be based on one single set of design drawings. This scope does not accommodate re-work associated with design drawing revisions or dividing project components into different permit applications.
- ENGINEER will provide limits of federal and state jurisdiction in GIS. ENGINEER will provide the area and volume of cut and fill by type of material within each jurisdiction.
- Project alternatives required for 401 certification Least Environmentally Damaging Practicable Alternative analysis will be identified by ENGINEER.
- The OWNER shall pay all permit fees.
- Areas affected will be restored to pre-project conditions.
- The project will not result in take of a state listed species and a CDFW Section 2081 Incidental Take Permit will not be required.
- Permit applications prepared by ENGINEER will meet regulatory requirements and ENGINEER will support the OWNER in gaining agency approvals to the best of our abilities. However, ENGINEER cannot guarantee successful procurement of regulatory agency permits and approvals within a desired timeframe.
- A BCDC major permit will not be required.
- The regulatory agencies may request technical studies or additional documents that are not identified in this scope. Preparation of such documents can be provided under a separate scope of work.
- All submittals will be electronic PDF format.
- The ENGINEER will attend permit coordination meetings with a total assumed level of effort of 72 hours for the entire permitting period, including all permitting meeting effort.

**TASK 5.0 - DEVELOP CONSTRUCTION DOCUMENTS**

**Task 5.1 - Develop 50% Plans, Specifications and Estimate (PS&E).** Under this task the ENGINEER will provide development of a 50% PS&E document submittal, including:

- Develop design base map with utilities, right-of-way, easement and lot lines.
- Develop plan sheets for the pipelines, showing existing utilities and proposed pipeline alignments
- Identify utilities to pothole
- Prepare list of technical specifications and 50% engineer's estimate

Five copies of the plans (half-size), specifications, and estimate will be provided to the OWNER for review.

**Task 5.2 - Conduct 50% PS&E Review Workshop.** A workshop to discuss the design components of the 50% PS&E documents will be conducted after the OWNER review period. The workshop will be held at the OWNER offices. Prior to the workshop, a pre-call will be conducted with Program representatives.

**Task 5.3 - Develop 75% PS&E Submittal Package.** Development of a 75% PS&E document submittal will be completed under this task, including:

- Coordinate potholing activities
- Prepare complete detailed plans, plan and profile drawings, general drawings, pipe connection details, technical specifications and 75% engineer's estimate

- Incorporate project specific information into City front-end specifications

Five copies of the plans (half-size), specifications, and estimate will be provided to the OWNER for review. Comments from the 50% review will be incorporated into the 75% PS&E package and a Comment Response Log provided to the OWNER.

**Task 5.4 - Conduct 75% PS&E Review Workshop.** A workshop to discuss the design components of the 75% PS&E documents will be conducted after the OWNER review period. The workshop will be held at the OWNER offices. The workshop will focus on the key facilities and discuss item design components for the project. Prior to the workshop, a pre-call will be conducted with Program representatives.

**Task 5.5 - Develop 95% PS&E Submittal Package.** Development of a 95% PS&E document submittal will be completed under this task. Five copies of the plans (half-size), specifications, and estimate will be provided to the OWNER for review. Comments from the 75% review will be incorporated into the 95% PS&E package and a Comment Response Log provided to the OWNER.

**Task 5.6 - Conduct 95% PS&E Review Meeting.** A review meeting will be conducted to discuss the 95% PS&E submittal and any questions that the OWNER may have after the review period.

**Task 5.7 - Develop FINAL PS&E Submittal Package.** Development of a FINAL PS&E document submittal will be completed under this task. Five copies of the plans (half-size), specifications, and estimate will be provided to the OWNER. This submittal will be for final Bid Ready documents. Comments from the 95% review will be incorporated into the FINAL PS&E package and a Comment Response Log provided to the OWNER.

#### Task 5 Deliverables:

- 50% PS&E submittal package. (Five hard copies and one PDF file)
- 50% Review Workshop materials.
- 50% Review Comment Response Log.
- 75% PS&E submittal package. (Five hard copies and one PDF file)
- 75% Review Workshop materials.
- 75% Review Comment Response Log.
- 95% PS&E submittal package. (Five hard copies and one PDF file)
- 95% Review Meeting materials.
- 95% Review Comment Response Log.
- FINAL PS&E submittal package. (Five hard copies and one PDF file)

#### Task 5 Assumptions:

- Existing utility bridge to be incorporated into final SE Pipeline alignment alternative.
- Rehabilitation and/or replacement of the Pond Return Pipeline is included in this task, however, the ENGINEER will not complete that scope until confirmation from the OWNER is received based on work completed under previous tasks and per the Phase 3 Condition Assessment (by others).

#### OPTIONAL TASKS

**Task 0.1 - Geotechnical Investigation Additional Boring (Optional Task).** Depending upon the subsurface conditions encountered, one additional (optional) boring may be drilled from a barge within the Cargill Channel to a depth of up to 30 feet below the mudline. Perform similar tests on soil samples as described in Task 3.2. Include data analysis and laboratory results in geotechnical report.

**Task O.2 - Preparation of a Tiered Negative Declaration (Optional Task).** If during project description development in Task 4.1 ENGINEER determines the project will have effects beyond those analyzed in the PEIR, the OWNER will request that ENGINEER prepare an Initial Study leading to a Negative Declaration. It is assumed for this task that any change from the PEIR would result in impacts at the less-than-significant level. If ENGINEER identifies one or more new and significant impacts, ENGINEER will immediately notify the OWNER. ENGINEER will update the Project Description and develop the environmental analysis for any changes from the PEIR. ENGINEER will complete an Administrative Draft Initial Study checklist. The PEIR shall be incorporated by reference and used as the basis of the documents, such that discussion in these documents is limited to new effect(s) which had not been considered in the PEIR. ENGINEER will prepare a Screencheck Draft Initial Study checklist, Notice of Intent, Negative Declaration, and Environmental Document Transmittal Form. After receiving comments on the Screencheck Draft, ENGINEER will prepare the Public Draft Initial Study, Notice of Intent, Negative Declaration, and Environmental Document Transmittal Form, incorporating any comments on the Screencheck Draft. ENGINEER will distribute the Public Draft documents to the State Clearinghouse and a distribution list provided by the OWNER. ENGINEER will be responsible for reproduction of all required hardcopies. It is anticipated that 15 hardcopies of each Public Draft document will be required by the State Clearinghouse. ENGINEER will be responsible for distribution of nine hardcopies to local libraries. If required, publication in the Sunnyvale Sun and San Jose Mercury News would be coordinated by ENGINEER; publication fees are assumed to be paid by the OWNER. ENGINEER will prepare responses to up to 5 comment letters (up to 12 hours of effort) received on the Public Draft Initial Study and Negative Declaration. ENGINEER will prepare a memorandum providing Responses to Comments. ENGINEER will also prepare the Statement of Findings and the Council Resolution. The OWNER will prepare and present the Report to Council. For each of these deliverables, ENGINEER will submit an Administrative Draft and respond to and incorporate OWNER's comments on this draft, prior to producing and releasing the Final version. ENGINEER will prepare Administrative Draft Notice of Determination, respond to and incorporate OWNER's comments on this draft, and prepare and submit required hardcopies of Final Notice of Determination to the State Clearinghouse and Santa Clara County Recorder.

**Task O.3 - Additional Environmental Permit Documentation Support (Optional Task).** This task includes up to 92 hours of additional support to prepare additional permit documentation if a regulatory agency requires a different type of permit coverage than assumed in the above environmental permitting tasks. If additional time beyond what is included in this optional task is required to prepare the additional permit documentation, such work would be completed under a separate scope of work.

EXHIBIT B-1  
ESTIMATED ENGINEERING HOURS AND COSTS  
City of Sunnyvale  
P2.1 - Amendment No. 1 - Pond Pipeline Design Proposal  
July 27, 2021

TASK		CAROLLO								OTHER DIRECT COSTS								COST SUMMARY			
		PIC	PM	DPM	LP	AP	Admin	CADD Tech.	Clerical								Sub-consultant				
Rates		\$310	\$310	\$261	\$254	\$208	\$155	\$155	\$135	Subtotals		ESA	Fugro	Towill		Subtotals	5.0%	Misc. Costs and Printing	Travel	Total ODCs	Total Cost
Task 1 - Project Management																					
1.1	Project Administration	8	32	48	0	0	84	0	24	196	\$41,188	\$0	\$0	\$0	\$0	\$0	\$0	\$500	\$0	\$500	\$41,688
1.2	Meetings	12	24	40	0	40	0	0	24	140	\$33,160	\$0	\$0	\$0	\$0	\$0	\$0	\$250	\$2,000	\$2,250	\$35,410
Task 1 Total Hours		20	56	88	0	40	84	0	48	336											
Task 1 Total Budget		\$6,200	\$17,360	\$22,968	\$0	\$8,320	\$13,020	\$0	\$6,480		\$74,348	\$0	\$0	\$0	\$0	\$0	\$0	\$750	\$2,000	\$2,750	\$77,098
Task 2 - Alternatives Analysis																					
2.1	Review Existing Information	2	4	8	0	16	0	0	0	30	\$7,276	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500	\$500	\$7,776
2.2	Alternatives Analysis	4	24	40	2	40	0	32	36	178	\$37,768	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$37,768
2.3	Alternatives Analysis Workshop	4	8	8	0	8	0	8	4	40	\$9,252	\$0	\$0	\$0	\$0	\$0	\$0	\$250	\$0	\$250	\$9,502
Task 2 Total Hours		10	36	56	2	64	0	40	40	248											
Task 2 Total Budget		\$3,100	\$11,160	\$14,616	\$508	\$13,312	\$0	\$6,200	\$5,400		\$54,296	\$0	\$0	\$0	\$0	\$0	\$0	\$250	\$500	\$750	\$55,046
Task 3 - Field Investigations																					
3.1	Conduct Topographic Survey	0	4	4	4	8	0	4	4	28	\$6,124	\$0	\$0	\$13,000	\$0	\$13,000	\$650	\$0	\$100	\$13,750	\$19,874
3.2	Conduct Geotechnical Investigation	0	4	4	6	8	0	0	4	26	\$6,012	\$0	\$49,300	\$0	\$0	\$49,300	\$2,465	\$0	\$100	\$51,865	\$57,877
Task 3 Total Hours		0	8	8	10	16	0	4	8	54											
Task 3 Total Budget		\$0	\$2,480	\$2,088	\$2,540	\$3,328	\$0	\$620	\$1,080		\$12,136	\$0	\$49,300	\$13,000	\$0	\$62,300	\$3,115	\$0	\$200	\$65,615	\$77,751
Task 4 - Regulatory Agency Permitting Assistance																					
4.1	Project Description Development and Addendum to the PEIR	2	4	4	0	8	0	0	4	22	\$5,108	\$28,050	\$0	\$0	\$0	\$28,050	\$1,403	\$0	\$0	\$29,453	\$34,561
4.2	Resource Agency Coordination and Environmental Permit Acquisition Support	2	32	48	0	36	0	0	4	122	\$31,096	\$29,180	\$0	\$0	\$0	\$29,180	\$1,459	\$0	\$0	\$30,639	\$61,735
4.3	Field Assessments and Reports	2	8	8	0	4	0	0	4	26	\$6,560	\$111,480	\$0	\$0	\$0	\$111,480	\$5,574	\$0	\$0	\$117,054	\$123,614
Task 4 Total Hours		6	44	60	0	48	0	0	12	170											
Task 4 Total Budget		\$1,860	\$13,640	\$15,660	\$0	\$9,984	\$0	\$0	\$1,620		\$42,764	\$168,710	\$0	\$0	\$0	\$168,710	\$8,436	\$0	\$0	\$177,146	\$219,910
Task 5 - Develop Construction Documents																					
5.1	Develop 50% Plans, Specifications and Estimate (PS&E)	4	32	40	40	120	0	240	48	524	\$100,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,400
5.2	Conduct 50% PS&E Review Workshop	2	4	16	4	16	0	8	16	66	\$13,780	\$0	\$0	\$0	\$0	\$0	\$0	\$500	\$1,500	\$2,000	\$15,780
5.3	Develop 75% PS&E Submittal Package	8	40	80	80	80	0	160	80	528	\$108,320	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$108,320
5.4	Conduct 75% PS&E Review Workshop	2	8	20	4	16	0	8	16	74	\$16,064	\$0	\$0	\$0	\$0	\$0	\$0	\$500	\$1,500	\$2,000	\$18,064
5.5	Develop 95% PS&E Submittal Package	8	16	32	40	40	0	120	84	340	\$64,212	\$0	\$4,150	\$0	\$0	\$4,150	\$208	\$0	\$0	\$4,358	\$68,570
5.6	Conduct 95% PS&E Review Meeting	4	8	20	0	16	0	8	16	72	\$15,668	\$0	\$0	\$0	\$0	\$0	\$0	\$400	\$1,500	\$1,900	\$17,568
5.7	Develop FINAL PS&E Submittal Package	0	4	4	0	8	0	0	12	28	\$5,568	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,568
Task 5 Total Hours		28	112	212	168	296	0	544	272	1632											
Task 5 Total Budget		\$8,680	\$34,720	\$55,332	\$42,672	\$61,568	\$0	\$84,320	\$36,720		\$324,012	\$0	\$4,150	\$0	\$0	\$4,150	\$208	\$1,400	\$4,500	\$10,258	\$334,270
Total Hours (w/o Optional Task)		64	256	424	180	464	84	588	380	2440											
Total Cost (w/o Optional Task)		\$ 19,840	\$ 79,360	\$ 110,664	\$ 45,720	\$ 96,512	\$ 13,020	\$ 91,140	\$ 51,300		\$ 507,556	\$ 168,710	\$ 53,450	\$ 13,000	\$ -	\$ 235,160	\$ 11,759	\$ 2,400	\$ 7,200	\$ 256,519	\$ 764,075
OPTIONAL TASKS																					
O.1	Geotechnical Investigation Additional Boring (Optional Task)	0	2	2	0	4	0	0	2	10	\$2,244	\$5,520	\$72,000	\$0	\$0	\$77,520	\$3,876	\$0	\$0	\$81,396	\$83,640
O.2	Preparation of a Tiered Negative Declaration (Optional Task)	0	4	8	0	8	0	8	4	32	\$6,772	\$64,440	\$0	\$0	\$0	\$64,440	\$3,222	\$0	\$0	\$67,662	\$74,434
O.3	Additional Environmental Permit Documentation Support (Optional Task)	0	4	8	0	8	0	8	4	32	\$6,772	\$16,820	\$0	\$0	\$0	\$16,820	\$841	\$0	\$0	\$17,661	\$24,433
Task O Total Hours		0	10	18	0	20	0	16	10	74											
Task O Total Budget		\$0	\$3,100	\$4,698	\$0	\$4,160	\$0	\$2,480	\$1,350		\$15,788	\$86,780	\$72,000	\$0	\$0	\$158,780	\$7,939	\$0	\$0	\$166,719	\$182,507
Total Hours (w/ Optional Task)		64	266	442	180	484	84	604	390	2514											
Total Cost (w/ Optional Task)		\$ 19,840	\$ 82,460	\$ 115,362	\$ 45,720	\$ 100,672	\$ 13,020	\$ 93,620	\$ 52,650		\$ 523,344	\$ 255,490	\$ 125,450	\$ 13,000	\$ -	\$ 393,940	\$ 19,698	\$ 2,400	\$ 7,200	\$ 423,238	\$ 946,582

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21-0795

Agenda Date: 8/31/2021

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### REPORT TO COUNCIL

#### SUBJECT

Appoint Kirk Vartan and Nate Williams to the NOVA Workforce Board

#### BACKGROUND

The federal Workforce Innovation and Opportunity Act (WIOA) stipulates the composition, roles and responsibilities of the local workforce board. The local chief elected official appoints the local workforce board. The Sunnyvale City Council serves as the Local Chief Elected Official for the NOVA consortium. The local workforce board (NOVA Board) determines how many seats are on the board. It is required to have a majority of representatives from business and representation from at least the following stakeholders:

- Business Executives (majority and chair);
- Education providers from adult education and higher education;
- Labor and community-based organizations representing the workforce;
- Economic and community development agencies; and
- State agencies representing employment development and vocational rehabilitation programs.

The roles and responsibilities of NOVA Board members include (but are not limited to):

- Taking a leadership role in forging a strong and vital partnership between business and the workforce development community, resulting in an entrepreneurial, market-driven, accountable and exceptional workforce development system;
- Contributing specific expertise from key industries and articulating evolving industries' needs, critical to aligning the workforce with the jobs of the 21<sup>st</sup> Century;
- Developing and approving policy for workforce initiatives in NOVA service-delivery area;
- Helping create and providing oversight of a local strategic plan and participate in the development of a regional plan;
- Evaluating and monitoring program performance according to specified outcomes and measures; and
- Promoting the NOVA Board and workforce through collaboration and relationship building with other businesses, local workforce boards, organizations and groups.

#### EXISTING POLICY

Council Policy 5.1.1: Socio-Economic - Goals and Policies: Education and Training Goal 5.1F: Provide job training and employment services, within constraints of operative Federal regulations and available Federal funding, to address the locally-determined employment and training needs of economically disadvantaged residents and others with special needs.

#### ENVIRONMENTAL REVIEW

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

Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental, organizational or administrative activity that will not result in direct or indirect changes in the environment.

### **DISCUSSION**

The NOVA Board Nominating Committee is comprised of Councilmember Gustav Larsson and NOVA Board Co-Chair Andy Switky and Vice Chair Rosanne Foust. The Committee is charged with the responsibility of recommending candidates for appointment to the NOVA Board, for consideration by the City Council. The Nominating Committee is recommending the appointment of Kirk Vartan and Nate Williams because of the individual strengths and assets they can bring to the NOVA Board. In addition, their appointments will fill WIOA-mandated seats representing business.

### **About the Candidates:**

Mr. Kirk Vartan  
Co-Founder and General Manager, A Slice of New York

Established in 2006, A Slice of New York pizzeria has been in operations for nearly 15 years and is considered a best-in-class product. Today, the company employs 27 workers at two locations in Sunnyvale and San Jose. In 2017, the company evolved into an employee-owned business and is thought to be Silicon Valley's first brick-and-mortar Worker Cooperative. As former co-owner and now general manager, Mr. Vartan is responsible for daily operations, team safety and wellness, employee recruitment and performance, and overall management. He also serves on A Slice of New York's Board of Directors and is an officer in the company. Mr. Vartan brings to the Board diverse experience in the hospitality industry, significantly impacted by COVID-19, and the technology sector. He also has a passion for addressing the challenges facing essential workers seeking equity in pay and respect. Mr. Vartan is a founding member of the Worker-Owned Recovery California Coalition, a state-wide advocacy group advancing worker-ownership strategies. Mr. Vartan's contributions will be invaluable to the Board in elevating underpaid workers with greater opportunities for self-sufficiency and advancement.

Mr. Nate Williams  
Director of Public Policy Team, LinkedIn

LinkedIn is the world's largest professional network on the internet, with more than 756 million members, in over 200 countries worldwide. Through its proprietary platform, members create and share their professional profile online, build professional networks, and identify suitable employment opportunities. Founded in 2003, LinkedIn employs more than 6,000 employees locally, with headquarters in Sunnyvale and offices around the globe. As director on the public policy team, Mr. Williams leads LinkedIn's partnership with multilateral institutions, including the United Nations, World Bank, and Organisation for Economic Co-operation and Development (OECD). His work is research-oriented which entails collaborating with the company's policy, product, business development and data science functions. This has led to insights about the Future of Work and Economic Graph, a real-time map of the global economy. Mr. Williams brings to the Board nearly two decades of workforce-related experience in federal government and business. He has a deep understanding of regulatory requirements, corporate human capital strategy and leading-edge recruitment practices. His contributions will be invaluable to the Board in aligning the changing economy with the skills required for employment success.

These appointments comply with the requirements of the federal Workforce Innovation and Opportunity



Act.

**FISCAL IMPACT**

No fiscal impact.

**PUBLIC CONTACT**

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

**RECOMMENDATION**

Appoint Kirk Vartan and Nate Williams to the NOVA Workforce Board.

Prepared by: Eileen Stanly, Analyst, NOVA Workforce Services

Reviewed by: Kris Stadelman, Director, NOVA Workforce Services

Reviewed by: Jaqui Guzmán, Deputy City Manager

Approved by: Kent Steffens, City Manager



# City of Sunnyvale

## Agenda Item

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**21-0777**

**Agenda Date: 8/31/2021**

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### **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), May 25, 2021 (Resolution No. 1057-21) and July 13, 2021 (Resolution No. 1069-21).

When the Council adopted its most recent resolution extending the emergency declaration related to COVID-19, the pandemic appeared to be coming under control; in June 2021 the state Blueprint for a Safer Economy and the stay at home order were rescinded, and vaccination rates in Santa Clara County were very high. However, in recent weeks the COVID-19 "Delta" variant has become the predominant strain of the virus in the United States and has resulted in substantial increases in case rates and hospitalizations. Santa Clara County recently reinstated indoor mask mandates for all individuals, and the California state of emergency and Santa Clara County's local emergency declarations related to COVID-19 remain in effect. In addition, many residents and businesses continue to suffer economic hardship that began while the stay-home orders were in effect. The recovery period for these individuals and businesses has only recently begun, and the impacts and uncertainties associated with the Delta variant surge have added more uncertainty.

Therefore, staff anticipates that the COVID-19 emergency conditions will continue for some time, likely past September when the state indicated it would reevaluate conditions. 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. 1069-21
3. Resolution No. 1057-21
4. Resolution No. 1045-21
5. Resolution No. 1042-21
6. Resolution No. 1036-20
7. Resolution No. 1025-20
8. Resolution No. 1016-20
9. Resolution No. 1010-20
10. Resolution No. 994-20
11. Resolution No. 981-20
12. Resolution No. 979-20

DRAFT 8/11/2021 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); May 25, 2021 (Resolution 1057-21); and July 13, 2021 (Resolution 1069-21); 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) Although the Statewide Stay at Home Order and Blueprint for a Safer Economy were rescinded on June 15, 2021, emergency conditions related to COVID-19 continue. The COVID-19 "Delta" variant has since become the dominant strain of the virus in the United States and has resulted in a surge of cases in California and throughout the country in recent weeks; and
- (2) Vaccination rates in Santa Clara County are high, yet the Delta variant continues to pose a significant risk to those who are unvaccinated, including children 12 and under who remain ineligible for vaccination; and
- (3) The California state of emergency and Santa Clara County's local emergency declarations related to COVID-19 remain in effect. The State and county continue to closely monitor cases and the spread of COVID-19; and
- (4) On August 2, 2021, Santa Clara County reinstated the mask mandate, requiring face coverings indoors for all, regardless of vaccination status; and

- (5) The increase in cases in recent weeks has made clear that the pandemic 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; and
- (6) 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; and
- (7) 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. Some businesses, such as restaurants and other public-serving industries, are experiencing a worker shortage<sup>1</sup> that limits the ability of the businesses to return to full capacity; 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 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.

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<sup>1</sup> 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>

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 \_\_\_\_\_, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:  
RECUSAL:

ATTEST:

APPROVED:

\_\_\_\_\_  
City Clerk  
(SEAL)

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**RESOLUTION NO. 1069-21****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); 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 shortage<sup>1</sup> 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.

---

<sup>1</sup> 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>



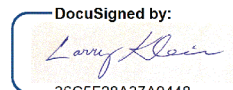
Adopted by the City Council at a regular meeting held on July 13, 2021, by the following vote:

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:

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LARRY KLEIN  
Mayor

APPROVED AS TO FORM:

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JOHN A. NAGEL  
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.

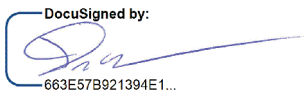
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYVALE THAT:

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:

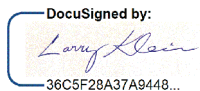
AYES: KLEIN, HENDRICKS, LARSSON, MELTON, FONG, CISNEROS, DIN  
NOES: NONE  
ABSTAIN: NONE  
ABSENT: NONE  
RECUSAL: NONE

ATTEST:

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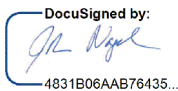
DAVID CARNAHAN  
City Clerk  
(SEAL)

APPROVED:

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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.

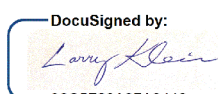
Adopted by the City Council at a regular meeting held on March 30, 2021, by the following vote:

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:

  
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LARRY KLEIN  
Mayor

APPROVED AS TO FORM:

  
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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:

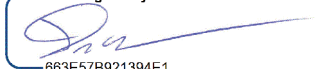
1. The City of Sunnyvale hereby proclaims the extension of the period of the Existence of a Local Emergency for an additional 60 days or unless sooner terminated.
2. The local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Sunnyvale.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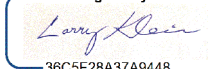
DAVID CARNAHAN

City Clerk

(SEAL)

APPROVED:

DocuSigned by:



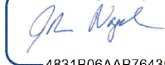
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LARRY KLEIN

Mayor

APPROVED AS TO FORM:

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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:

DocuSigned by:



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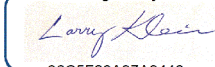
DAVID CARNAHAN

City Clerk

(SEAL)

APPROVED:

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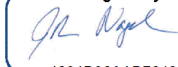
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LARRY KLEIN

Mayor

APPROVED AS TO FORM:

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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.

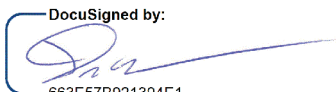
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYVALE THAT:

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.

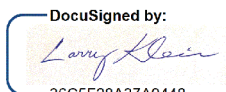
Adopted by the City Council at a regular meeting held on October 13, 2020, by the following vote:

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

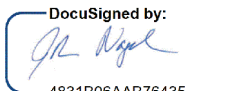
## ATTEST:

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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. 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:

DocuSigned by:



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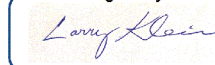
DAVID CARNAHAN

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:

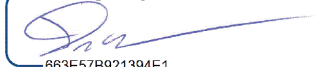
1. The City of Sunnyvale hereby proclaims the extension of the period of the Existence of a Local Emergency for an additional 60 days or unless sooner terminated.
2. The local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Sunnyvale.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

DocuSigned by:



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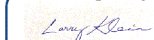
DAVID CARNAHAN

City Clerk

(SEAL)

APPROVED:

DocuSigned by:



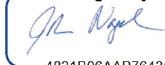
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LARRY KLEIN

Mayor

APPROVED AS TO FORM:

DocuSigned by:



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JOHN A. NAGEL

City Attorney

**RESOLUTION NO. 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

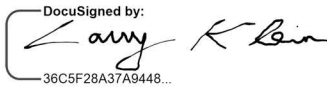
RECUSAL:

ATTEST:

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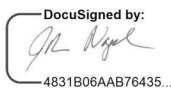
DAVID CARNAHAN  
City Clerk  
(SEAL)

APPROVED:

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LARRY KLEIN  
Mayor

APPROVED AS TO FORM:

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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.

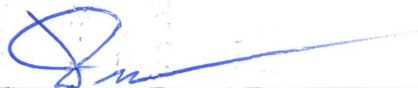


3. As required by California Government Code section 8630, the City Council shall review the need to continue the state of emergency every sixty (60) days until this resolution is terminated.

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:



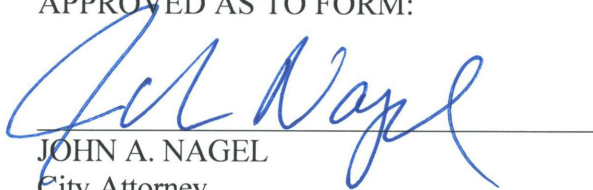
DAVID CARAHAN  
City Clerk  
(SEAL)

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:

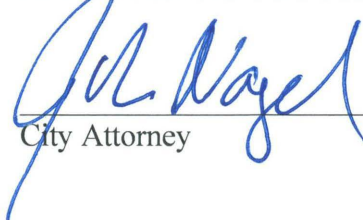
  
\_\_\_\_\_  
City Attorney

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

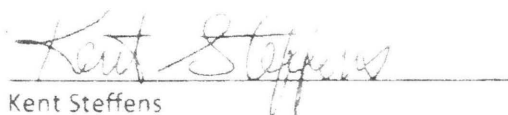
WHEREAS, the City Council is not in session and cannot be immediately called into session.

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

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**21-0661**

**Agenda Date: 8/31/2021**

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### **REPORT TO COUNCIL**

#### **SUBJECT**

Adopt a Resolution to Endorse the 2020-2025 Santa Clara County Community Plan to End Homelessness

#### **SUMMARY OF COMMISSION ACTION**

The Housing and Human Services Commission considered this item on July 28, 2021.

The Housing and Human Services Commission voted to recommend that the City Council adopt a resolution to endorse Santa Clara County's 2020-2025 Community Plan to End Homelessness. The vote was 6-0 with one Commissioner absent.

#### **PUBLIC CONTACT**

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

#### **STAFF RECOMMENDATION**

Adopt a Resolution to Endorse the 2020-2025 Santa Clara County Community Plan to End Homelessness.

Endorsement of the Community Plan to End Homelessness is consistent with existing City policy, long-range housing plans, and existing City-funded programs and projects.

Prepared by: Leif Christiansen, Housing Programs Analyst

Reviewed by: Jenny Carloni, Housing Officer

Reviewed by: Trudi Ryan, Director of the Community Development Department

Reviewed by: Jaqui Guzmán, Deputy City Manager

Approved by: Kent Steffens, City Manager

#### **ATTACHMENTS**

1. Report to Housing and Human Services Commission [21-0660, July 28, 2021] (without attachments)
2. 2020-2025 Santa Clara County Community Plan to End Homelessness
3. Draft Resolution Endorsing the 2020-2025 Santa Clara County Community Plan to End Homelessness

#### **Additional Attachments for Report to Council**

4. Excerpt of Draft Minutes of the Housing and Human Services Commission Meeting of July 28, 2021



# City of Sunnyvale

## Agenda Item-No Attachments (PDF)

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File #: 21-0660, Version: 1

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### REPORT TO HOUSING AND HUMAN SERVICES COMMISSION

#### **SUBJECT**

Recommend that the City Council Adopt a Resolution to Endorse Santa Clara County's 2020-2025 Community Plan to End Homelessness

#### **BACKGROUND**

In October 2015, the City adopted the 2015-2020 Santa Clara County Community Plan to End Homelessness (RTC No. 15-0403). The 2015-2020 Community Plan to End Homelessness was the first regional plan to address the challenges of homelessness, and the process was managed by the Continuum of Care (Destination: Home, was the lead), similar to the 2020-2025 Community Plan to End Homelessness.

While progress has been made in developing systems to alleviate homelessness, the challenges persist, and the 2020-2025 Community Plan to End Homelessness was prepared to continue to address those challenges through three key strategies, which are described in more detail later in this report.

The 2020-2025 Community Plan to End Homelessness was developed with feedback from about 8,000 individuals across the County, including people with lived experience of homelessness, subject matter experts, stakeholders and community members.

The City Council will consider this item on August 31, 2021.

#### **EXISTING POLICY**

##### **Sunnyvale FY 2020-2025 Consolidated Plan**

- Help people who are currently unhoused or at imminent risk of homelessness to obtain housing, employment or other sources of income, and adequate support services/networks to achieve stability.
  - D) Continue to participate in county-wide policy, planning and coordination efforts such as the Continuum of Care and Community Plan to End Homelessness

##### **Sunnyvale FY 2013-2023 Housing Element**

- Goal E: Promote equal housing opportunities for all residents, including Sunnyvale's special needs populations, so that residents can reside in the housing of their choice.
  - E.6: Participate in the County Collaborative on affordable housing and issues related to homelessness to support efforts to prevent and end homelessness. Facilitate and sponsor the provision of permanent supportive housing. Support local service providers that offer facilities and support services to unhoused individuals and families.



## **ENVIRONMENTAL REVIEW**

The adoption of a Resolution to endorse a community plan to end homelessness does not constitute a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

## **DISCUSSION**

The Community Plan to End Homelessness is based on three main strategies, as explained in detail in Attachment 2:

1. Strategy 1: Address the root causes of homelessness through system and policy change.
2. Strategy 2: Expand homelessness prevention and housing programs to meet the need.
3. Strategy 3: Improve quality of life for unsheltered individuals and create healthy neighborhoods for all.

Much of the effort described in the Community Plan to End Homelessness relates to the work of various agencies that provide health care, housing, social services, and related services.

Participating cities are being asked to support the Community Plan to End Homelessness by:

1. Endorsing the 2020-2025 Community Plan to End Homelessness.
2. Developing an Implementation Plan to address homelessness consistent with Strategy 3, including a priority for behavioral health services expansion.
3. Identifying resources (i.e., money and land) to contribute to interim housing solutions and expand land-use options for shelters.

While the City has not put together a formal Implementation Plan to support the County's Community Plan to End Homelessness, the City has a variety of existing and future programs that support the city's unhoused residents that align with the Community Plan to End Homelessness. For example, Sunnyvale recently allocated \$26 million to three affordable housing developments (one of which is currently applying for Measure A funds), annually funds a HOME Tenant Based Rental Assistance (TBRA) program for homeless and at-risk households, and provides funding each year for supportive service providers, such as Next Door Solutions to Domestic Violence, YWCA and Bill Wilson Center.

In addition, the City has implemented various programs that are consistent with Strategy 3: "Improve the Quality of Life for Unsheltered Individuals and Create Healthy Neighborhoods for All," such as:

- The Homelessness Prevention and Rapid Re-Housing (HPRR) program, which includes a financial literacy and tenant education component;
- The WorkFirst Sunnyvale program that provides employment training, job placement, and related supportive services for homeless individuals;
- Tenant-landlord dispute resolution services;
- Mobile hygiene and laundry services for homeless individuals and families; and,
- Various other programs funded through the City's human services grants that provide supportive services to homeless clients

In addition, the City Council recently prioritized a future Safe Parking Program in the 2020 Housing Strategy, along with new strategies to promote increased affordable housing production in Sunnyvale.



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**File #:** 21-0660, **Version:** 1

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As staff implements these Strategies over the next few years, the Community Plan to End Homelessness will be a tool to ensure the program can meet the general needs of not only the Sunnyvale community but of the entire county.

As described above and in more detail in the City's adopted Housing Element and the Consolidated Plan, the City's past and ongoing efforts related to preventing and ending homelessness are consistent with the key strategies included in the Community Plan to End Homelessness.

To date, the Community Plan to End Homelessness has been endorsed by the County of Santa Clara, the cities of San Jose, Santa Clara, Mountain View, Morgan Hill and Milpitas.

In addition, the City's endorsement of the Community Plan to End Homelessness may assist in obtaining future HUD approvals of the City's future Action Plans by demonstrating the City's commitment to regional efforts to end homelessness, and therefore may help the City maintain its CDBG and HOME grants in the future.

A draft resolution to endorse the Community Plan to End Homelessness is provided in Attachment 3.

### **FISCAL IMPACT**

This action will not impact the General Fund. City endorsement of the Plan does not obligate the City to provide any funding or commit to any other actions related to the Plan. Endorsement of the Plan may be beneficial in maintaining the City's eligibility for future CDBG and HOME grants.

### **PUBLIC CONTACT**

Public contact was made by posting the agenda on the City's official-notice bulletin board outside City Hall, and by making the agenda and report available at the Office of the City Clerk and on the City's website.

### **RECOMMENDATION**

Recommend that the City Council Adopt a Resolution to Endorse the 2020-2025 Santa Clara County Community Plan to End Homelessness.

Endorsement of the Community Plan to End Homelessness is consistent with existing City policy, long-range housing plans, and existing City-funded programs and projects.

Prepared by: Leif Christiansen, Housing Programs Analyst

Reviewed by: Jenny Carloni, Housing Officer

Reviewed by: Trudi Ryan, Director, Community Development Department

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

### **ATTACHMENTS**


1. Reserved for Report to Council
2. 2020-2025 Santa Clara County Community Plan to End Homelessness
3. Draft Resolution Endorsing the 2020-2025 Santa Clara County Community Plan to End Homelessness



SANTA CLARA COUNTY

# COMMUNITY PLAN TO END HOMELESSNESS

2020–2025



### **Acknowledgements**

The Community Plan Steering Committee would like to thank the many community stakeholders, people with lived experience of homelessness, and organizations for their participation in the process to update the plan and their valuable input.

For a full list of organizations that participated in the process, see page 14.



# Table of Contents

<b>2</b>	Introduction
<b>4</b>	Our Homelessness Crisis
<b>6</b>	Ending Homelessness in Santa Clara County
<b>10</b>	The Strategies
11	Strategy 1: Address the Root Causes of Homelessness Through System and Policy Change
13	Strategy 2: Expand Homelessness Prevention and Housing Programs to Meet the Need
14	Strategy 3: Improve Quality of Life for Unsheltered Individuals and Create Healthy Neighborhoods for All
<b>16</b>	Thank you!



# Introduction

In 2015, the community came together to create a roadmap for ending homelessness in Santa Clara County. This plan—which was centered around a collective impact response and the proven Housing First model—set an ambitious goal to create 6,000 new housing opportunities and identified innovative strategies and programs for reducing homelessness.

## Supportive Housing System Progress 2015-2019

Thanks to the collective efforts of partners throughout the community, over the past five years, we have done the following:

Helped **8,884 households** resolve their homelessness,



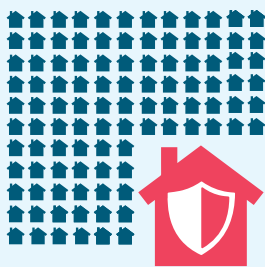
representing **14,132 people**



**Doubled** the number of supportive housing units in Santa Clara County



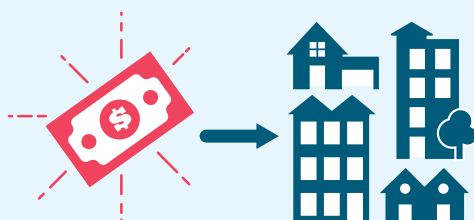
**Doubled** our temporary housing and emergency shelter capacity



Launched a new homelessness prevention system that now serves about **1,000 households annually**



Led a community-wide campaign that has successfully housed more than **1,600 veterans** and engaged nearly **800 private landlords** in the effort



Voters approved **\$950 million** to develop affordable housing through the 2016 Measure A Affordable Housing Bond and raised another **\$100 million** in private contributions to support the implementation of the community plan

Despite our progress creating a supportive housing system that assists thousands of homeless individuals and families each year, the crisis continues to grow. The systemic factors driving homelessness in our community—from the failed policies at the local, state, and national level to the extreme lack of housing options that are affordable for low-income residents—remain stronger than ever and are pushing more of our neighbors onto the streets every day.

These challenges have been compounded by the novel coronavirus (COVID-19) pandemic that arrived in our community as this plan was in development, making implementation of many of these strategies even more urgent. This public health crisis has ground our local economy to a halt, leaving many more households on the brink of homelessness due to job loss, lack of childcare, and economic uncertainty. The pandemic has also required a massive and immediate response by our crisis response system to quickly ramp up shelter capacity, increase access to hygiene services for people living outside, and protect those people experiencing homelessness who are particularly vulnerable. As a result, as this plan goes into effect, we anticipate there will be many more people experiencing or at risk of homelessness who will need immediate support, which will require our community to continue to be flexible and innovative in our responses to homelessness.

To truly end homelessness in Santa Clara County, we must summon the collective will and resources to not only respond to the current crisis and scale our successful housing strategies, but also address and eliminate the root causes of homelessness in our community.

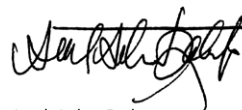
### Community Plan Steering Committee Members



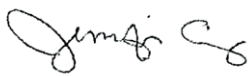
Ky Le, Co-Chair



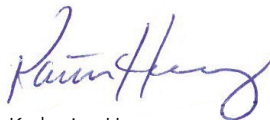
Erin Connor



Joel John Roberts



Jennifer Loving, Co-Chair



Katherine Harasz



Claudine Sipili



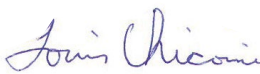
Jan Bernstein Chargin



Miguel Marquez



Leland Wilcox



Louis Chicoine



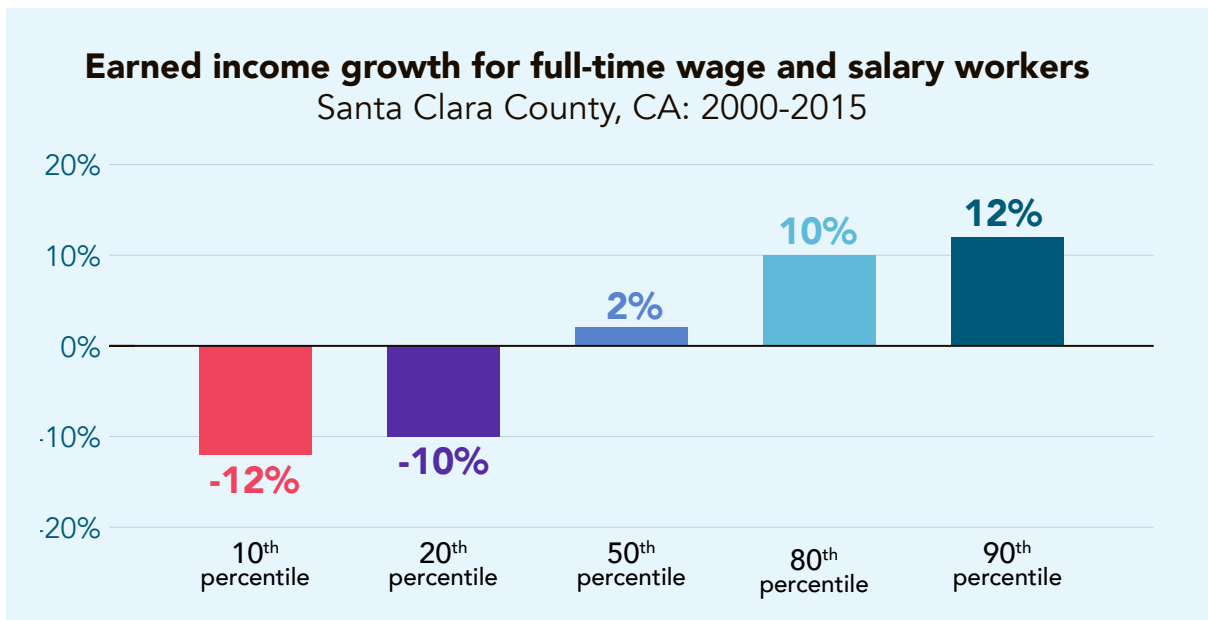
Jacky Morales-Ferrand



# Our Homelessness Crisis

According to the 2019 Point-in-Time count, there are 9,706 individuals experiencing homelessness on any given night in Santa Clara County.<sup>1</sup> Families with children, seniors, individuals with disabilities, veterans, youth and young adults are all represented in the county's diverse homeless population. More than 80% of these individuals are unsheltered—sleeping outside, in cars, or other places not meant for human habitation. We expect that these numbers will increase over the coming months as the full impact of the COVID-19 pandemic is felt.

The gap between the rich and the poor in our community, combined with the lack of housing development particularly at the lowest income levels, is fueling the homelessness crisis. According to the Public Policy Institute of California, families at the highest income levels in the Bay Area (the 90th percentile) have more than 12 times the income of families at the bottom (the 10th percentile).<sup>2</sup> Those at the bottom rung of the economic ladder have also not shared in the region's significant economic growth. Between 2000 and 2015 in Santa Clara County, workers with earnings in the 10th percentile saw their income decline by 12%.<sup>3</sup>



This income inequality has been further exacerbated by the economic slowdown caused by the COVID-19 pandemic as many low-income households living paycheck-to-paycheck struggle to make rent and pay for other basic needs.

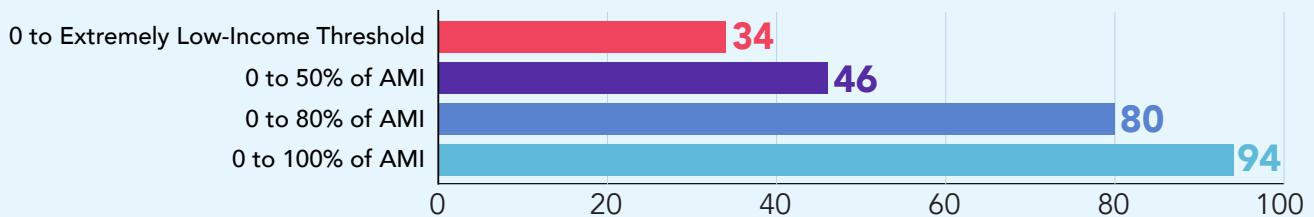
<sup>1</sup> Applied Survey Research, "Santa Clara County Homeless Census & Survey Comprehensive Report 2019." 2019. <https://www.sccgov.org/sites/osh/ContinuumofCare/ReportsandPublications/Pages/HomelessnessCensusandSurvey.aspx>

<sup>2</sup> Public Policy Institute of California, "Income Inequality in California." 2020. <https://www.ppic.org/publication/income-inequality-in-california/>

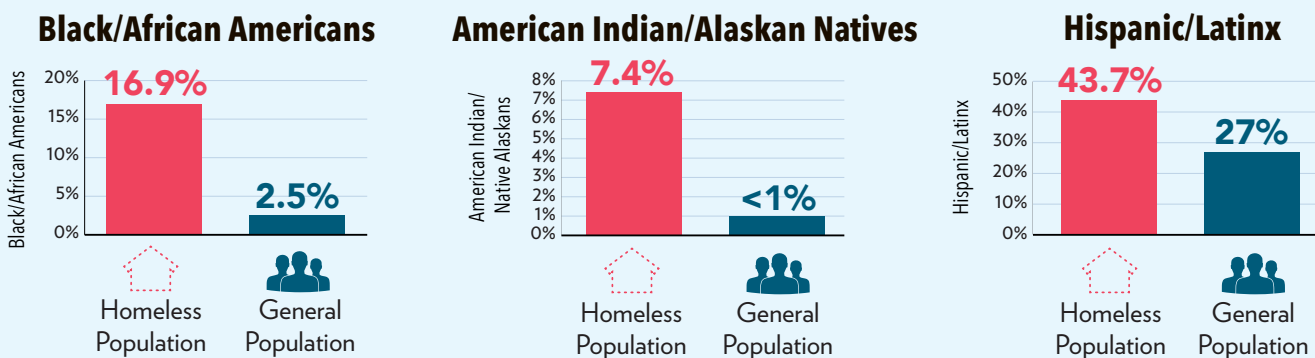
<sup>3</sup> Bay Area Equity Atlas, "Earned income growth for full-time wage and salary workers: Santa Clara County, CA, 2000–2015." <https://bayareaequityatlas.org/indicators/income-growth#/?geo=04000000000006085>

Compounding the impacts of this inequality is the fact that housing costs are higher than ever and housing that is affordable to the lowest-income families is not being produced. In fact, the National Low-Income Housing Coalition's most recent report, *The Gap: A Shortage of Affordable Homes*, found that in 2018 there were only 34 affordable and available units for every 100 extremely low-income renter households in the San Jose metro area.<sup>4</sup>

### Affordable & Available Rental Homes "Per 100 Renter Households" San Jose Metropolitan Area: 2018



In addition, longstanding and structural racial inequities continue to affect who becomes homeless in our community. A recent report commissioned by Destination: Home found that people of color are dramatically more likely than their white counterparts to become homeless in Santa Clara County, and that poverty alone cannot explain disparities in homelessness. For example:



While the brunt of this crisis is borne by our unhoused neighbors, we know its impacts are felt much more broadly. Our neighborhoods, first responders, businesses, and environment are also suffering the consequences of our region's severe homelessness crisis.

Even worse, the problem continues to grow as more people are slipping into homelessness than ever before—the result of growing income inequality, gentrification and displacement, rising housing costs, an extreme housing shortage, and a lack of sufficient safety net services to adequately care for the most vulnerable in our community. In fact, for every homeless family or individual we connect to housing, between two and three more are experiencing homelessness for the very first time.

If this trend continues, in addition to the nearly 10,000 individuals currently experiencing homelessness, another 20,000 are at-risk of falling into homelessness over the next five years—far more than our supportive housing system currently has the capacity to serve.

<sup>4</sup> National Low-Income Housing Coalition, "The Gap: A Shortage of Affordable Homes." 2020. [https://reports.nlihc.org/sites/default/files/gap/Gap-Report\\_2020.pdf](https://reports.nlihc.org/sites/default/files/gap/Gap-Report_2020.pdf)







# Ending Homelessness in Santa Clara County

Solving this crisis is one of the great moral challenges facing us. It will require tremendous effort, new partnerships, and even bolder strategies—and it will require the entire community to be a part of the solution.

We must take immediate actions that can improve the quality of life for the huge number of unsheltered residents in our community. We must increase shelter capacity and increase interim housing options, and we must expand services to meet their basic health and safety needs.

We need to significantly scale our housing development and programs to meet the growing need in our community. This includes building many thousands more supportive housing units, expanding our homelessness prevention strategies, and enhancing the way our supportive housing system serves those in need.

Most importantly, we will never end homelessness in our community if we do not attack the systemic root causes that continually push more of our neighbors into homelessness. As a result, we must address inequitable land use and housing policy to allow every jurisdiction to achieve their Regional Housing Needs Allocation goals for very low and extremely low-income housing production. We must ensure every resident who is able to work can access living wage employment and we must reverse decades-long structural inequities that have driven people of color and other vulnerable residents onto the streets.

**As we implement the strategies in this plan, we will raise the voices of people with lived experience and share power with our unhoused and recently-housed neighbors. We will focus on policies and programs that reduce racial inequity, in an effort to reverse the disproportionately high rates of people of color who are unhoused.**

None of this will be easy or cheap. In fact, just meeting the affordable housing needs of our community would require several billion dollars. But we cannot accept a future in which thousands of our neighbors are forced to live outside. Every member of our community deserves a safe and stable home—and it is our collective responsibility to make this vision a reality.

# Our Plan

The 2020–2025 Community Plan to End Homelessness will serve as our roadmap for ending homelessness in Santa Clara County and is organized around three main strategies:

STRATEGY 1	STRATEGY 2	STRATEGY 3
 <p>Address the root causes of homelessness through system and policy change</p>	 <p>Expand homelessness prevention and housing programs to meet the need</p>	 <p>Improve quality of life for unsheltered individuals and create healthy neighborhoods for all</p>

The strategies included in this plan are grounded in evidence-based practices, lessons learned over the past five years, and robust conversation and input from more than 8,000 members of our community; including people with lived experience of homelessness, subject matter experts, key stakeholders, and community members.

In addition, this plan sets aggressive targets designed to reverse the current growth in homelessness we are experiencing and bring us one step closer to our collective goal of eliminating homelessness in our community.

# Our Targets

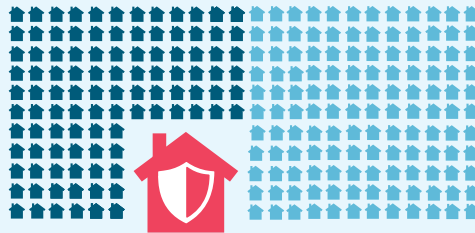
By 2025, we will:



Achieve a **30% reduction** in annual inflow of people becoming homeless\*



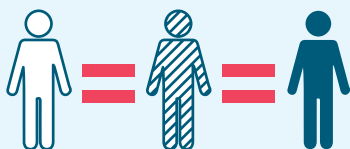
House **20,000 people** through the supportive housing system



Expand the Homelessness Prevention System and other early interventions to serve **2,500 people per year**



**Double** temporary housing and shelter capacity to reduce the number of people sleeping outside



Address the **racial inequities present** among unhoused people and families and track progress toward reducing disparities

\*The reduction in annual inflow target was based on annual inflow prior to the COVID-19 pandemic. This target will be reevaluated once the longer term impacts of COVID-19 are known.





## The Strategies

Reaching these ambitious goals will require a collaborative community response based on proven, evidence-based strategies to end homelessness as well as innovative approaches that maximize the resources available.

The strategies are organized under three areas of focus that make up the basic framework for the plan.

## STRATEGY 1



### Address the Root Causes of Homelessness Through System and Policy Change

To end homelessness in our community, we must address its root causes. This plan sets a five-year goal of reducing new unhoused individuals and families in a given year by 30%. The strategies below are targeted to address the entrenched economic and societal causes of homelessness through transformational systemic and policy change. The system we live in has created social, economic, and racial disparities and it will take monumental shifts in policies and priorities to make effective change. While eliminating these disparities across our community will take more than the five years covered by this plan, we can make substantial progress towards this important goal by implementing the strategies below.

1

#### Ensure that people accessing safety net services have the support they need to obtain and maintain housing.

A

Adopt housing screening and referral processes for individuals and families accessing safety net services.

B

Expand housing programs for families involved in the child welfare system.

C

Expand and diversify housing programs for foster youth to meet their long-term housing needs, so no foster youth become homeless.

D

Expand housing resources available to Medi-Cal recipients accessing services in the Specialty Mental Health System.

E

Advocate for the state and the federal government to increase funding and access to safety net services.

2

#### Ensure that people involved in the criminal justice system do not become homeless.

A

Support households with incarcerated family members to prevent homelessness.

B

Expand existing and develop new housing and workforce development programs to successfully reintegrate people leaving probation, parole, jails, and prisons into the community.



## STRATEGY 1



### Address the Root Causes of Homelessness Through System and Policy Change (Continued)

#### 3 Create the conditions to develop enough affordable housing to meet the need in our community.

- A** Work with cities to change local land use and housing policy to allow for development of more affordable housing and help reverse housing disparities that have negatively impacted people of color.
- B** Identify underutilized land across the county to be used for dense affordable housing development.
- C** Prioritize development of housing for extremely low-income individuals and families making 30% of Area Median Income or less and set joint targets.
- D** Advocate for flexible funding that can speed up and create more affordable housing.

#### 4 Protect residents from evictions, displacement, and housing discrimination.

- A** Adopt and implement new fair housing plans for the region.
- B** Strengthen local rent control and tenant protections.
- C** Provide legal assistance to ensure that individuals and families most severely impacted by the lack of affordable housing, namely people of color, have equal access to housing.
- D** Create a fund to preserve both naturally affordable and income-restricted affordable housing.

#### 5 Ensure all residents who are able to work have access to living wage employment.

- A** Support efforts to increase the minimum wage to a living wage in Santa Clara County.
- B** Partner with corporations to create living wage job opportunities for people who are unhoused or at risk of homelessness.
- C** Provide training, internships, and mentorships to help people who are unhoused or at risk of homelessness to obtain access to living wage jobs.
- D** Invest in social enterprises that train and employ people who are unhoused or at risk of homelessness.

#### 6 Expand public and private sector support for ending and preventing homelessness.

- A** Increase community engagement and support for affordable and supportive housing development throughout the county.
- B** Provide leadership opportunities for people with lived experience of homelessness to shape how we address homelessness in our community.
- C** Create a county-wide education campaign that increases awareness of the causes and impacts of homelessness and ongoing efforts to end homelessness.



## STRATEGY 2

### Expand Homelessness Prevention and Housing Programs to Meet the Need



While Strategy 1 aims to close the gaps in our social safety net and address the other systemic causes of homelessness, we know that there will be some people over the next five years who will still become unhoused due to a severe shortage of affordable and accessible housing. To end homelessness, we will need to continue to build capacity to provide a broad array of housing and services over the next five years.

#### 1 Increase the capacity of supportive housing programs for people experiencing homelessness.

**A** Expand the supportive housing system to provide housing and services to help 20,000 unhoused people secure stable, permanent housing. Expansion would target the following:

- 7,000 people housed in Permanent Supportive Housing programs that provide long-term support.
- 10,000 people housed through Rapid Rehousing programs that provide short- and medium-term support.
- 3,000 people housed through Housing Problem Solving and other short-term or one-time assistance.

**B** Develop programs tailored to the needs of specific populations of people experiencing homelessness, including:

- Youth and young adults
- Older adults (55+) and seniors
- Families with children
- Adults (ages 25 to 54) without children

#### 2 Provide a broad range of supports to prevent homelessness.

**A** Expand the Homelessness Prevention System to prevent homelessness for an additional 7,000 households who are at risk by providing targeted financial assistance and supportive services.

**B** Provide targeted financial resources to prevent homelessness and eviction for severely rent-burdened residents living in existing affordable units.

#### 3 Create a state-of-the-art supportive housing system.

**A** Center the voices of people who have lived experience of homelessness, especially people of color, in the policy and program design decisions of the supportive housing system.

**B** Invest in professional development and competitive pay to attract and retain a highly qualified workforce of homeless service provider staff.

**C** Incentivize hiring of people who have lived experience of homelessness to reflect the client population—especially people of color and LGBTQI+ persons.

**D** Increase access to supportive housing programs for people of color by addressing racial bias in our system.



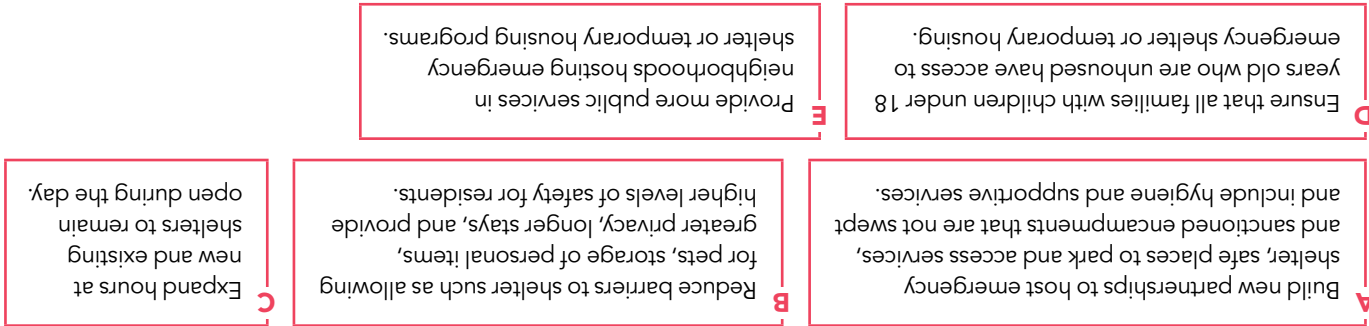
## STRATEGY 3

### Improve Quality of Life for Unsheltered Individuals and Create Healthy Neighborhoods for All

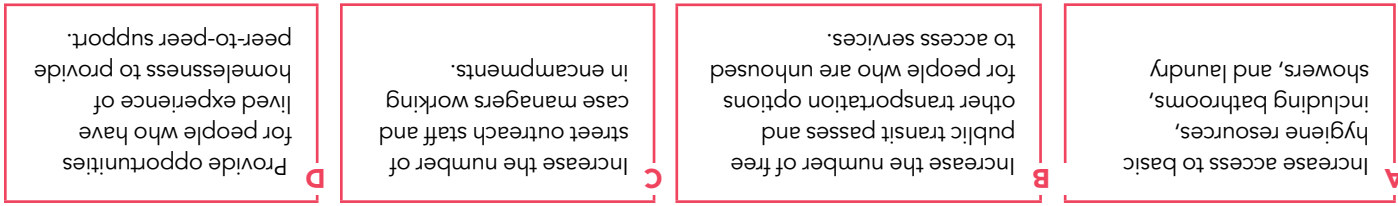


The first two strategies of the plan seek to end and prevent homelessness for as many people as possible over the next five years. However, the reality is that many people will remain unhoused due to an extreme housing crisis and increasing income inequality. To address this immediate crisis in our community and ensure healthy neighborhoods for all, we must begin by doubling our temporary housing and shelter capacity to serve 2,000 additional households each night and increase investment in health, safety and other basic services to better meet the needs of people living in unsheltered conditions and build connections to housing programs and safety net services offered throughout the county.

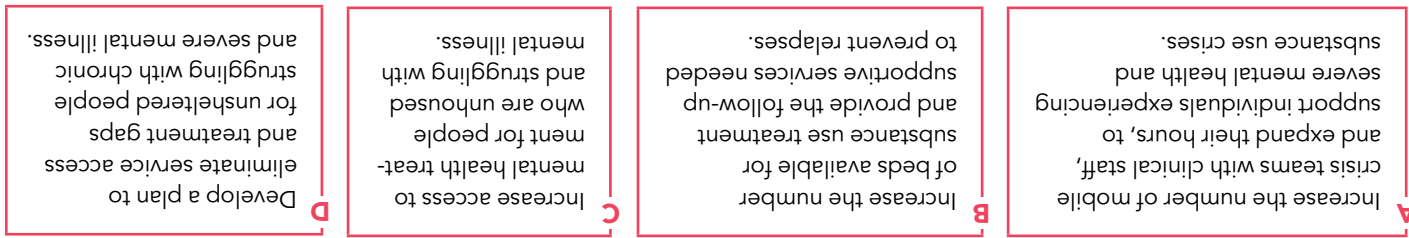
#### 1 Double the number of year-round temporary housing beds and offer a variety of welcoming temporary housing options throughout the county.



#### 2 Increase street outreach, hygiene services, and transportation options to match the needs of unsheltered residents.



#### 3 Increase mental health and substance use services.



## STRATEGY 3 Improve Quality of Life for Unsheltered Individuals and Create Healthy Neighborhoods for All (Continued)

### 4 Engage a cross-section of community partners to address the needs of unsheltered residents.

- |  |  |   |   |
|--|--|---|---|
| <p><b>A</b> Increase outreach to city and County staff and business and neighborhood associations about available resources to assist people who are unhoused.</p> | <p><b>B</b> Engage the private sector to contribute funding to support health and safety services and shelter for people who are unhoused.</p> | <p><b>C</b> Increase coordination between agencies engaging people living in encampments to ensure consistent and humane approaches to encampment resolution.</p> | <p><b>D</b> Create a referral system where unhoused residents can access information and services, such as available temporary housing and homeless services.</p> |
|--|--|---|---|

### 5 Ensure that community spaces are safe and welcoming for housed and unhoused residents.

- |   |   |
|---|---|
| <p><b>A</b> Partner with new private sector, community-based, and faith-based organizations to create safe and welcoming community spaces in every community for unhoused people to access services during the day.</p> | <p><b>B</b> Work with community organizations, cities, County agencies, and neighborhood associations to ensure that public spaces such as parks, libraries, and community centers remain clean, well-maintained, and welcoming to all.</p> |
|---|---|

## Process Improvements Across Strategies 1, 2, and 3

Throughout our work, we must continue to expand coordination between systems, increase the use of data to improve programs, and increase training opportunities for all partners, including:

- Share data across safety net, criminal justice, and housing systems to better predict and target households who are experiencing homelessness or at risk of homelessness.
- Better utilize data collected in the homeless system of care and across County departments to know what is working well, what programs need improvement, and to identify inequities in the system.
- Provide demographic data, including race and ethnicity, in all reports on homelessness to highlight and address inequities.
- Create accessible dashboards that show our progress and hold our systems accountable.
- Provide trauma-informed care and racial equity/anti-racism training to all staff working with people experiencing homelessness.
- Increase access to services, including providing system navigation resources and training to all staff working with people experiencing homelessness.
- Align racial equity work in the homelessness sector with other racial equity initiatives in Santa Clara County.
- Expand partnerships with corporations, philanthropic institutions, and individual donors to secure private funding to reduce and prevent homelessness.
- Align and coordinate with other community efforts to address homelessness, such as the Homelessness Task Force.

Thank You!

# Thank You!

The Community Plan Steering Committee would like to thank the following agencies and staff who participated in the Community Plan Work Group to gather community input and update the community plan:

- County of Santa Clara: Jackie MacLean, Hilary Barroga, Kathryn Kaminski, Hilary Armstrong
- City of San José: Sarah Zárate, Ragan Henninger
- Destination: Home: Ray Bramson, David Low
- City of Morgan Hill: Rebecca Garcia
- City of Mountain View: Wayne Chen
- LifeMoves: Bruce Ives
- Sacred Heart Community Service: Erin Stanton
- Community Solutions: Erin O'Brien

The Steering Committee and Work Group would like to thank the many people who are currently or formerly unhoused who shared their input and experiences to inform the community plan, including the following:

- Lived Experience Advisory Board
- Sacred Heart's Survivors of the Streets
- HomeFirst Sunnyvale Shelter's Client Collaborative
- Clients/residents from Hope's Corner, Bill Wilson Center, New Haven Inn, and Second Street Studios

The Steering Committee and Work Group would like to thank the following community stakeholders, agencies, and organizations for participating in the process:

- Abode Services
- Alta Vista High School
- Amigos de Guadalupe
- Anthem Blue Cross
- Bill Wilson Center
- Bitfocus
- Catholic Charities of Santa Clara County
- Charities Housing
- Cisco
- Cities Association of Santa Clara County
- City Team
- City of Cupertino
- City of Morgan Hill
- City of Mountain View
- City of Palo Alto
- City of San José
- City of Milpitas
- City of Santa Clara
- Community Services Agency
- Community Solutions
- County of Santa Clara:
  - Behavioral Health Services
  - Office of the District Attorney
  - Probation Department
  - Public Defender Office
  - Public Health Department
  - Reentry Services
  - Santa Clara Valley Medical Center
  - Social Services Agency
  - Office of Supportive Housing
  - Office of Equity and Social Justice
  - Offices of Supervisors Cindy Chavez, Dave Cortese, Susan Ellenberg, Joe Simitian, and Mike Wasserman
  - Valley Homeless Healthcare Program
- David and Lucile Packard Foundation
- Destination: Home
- Dependency Advocacy Center

- Downtown Business Association
- Downtown Streets Team
- EAH Housing
- East Side Union High School District
- Family Supportive Housing
- First Community Housing
- Gilroy Compassion Center
- HomeFirst
- Housing Trust Silicon Valley
- Humane Society of Silicon Valley
- Hunger at Home
- Kaiser Permanente
- Kids in Common
- Law Foundation of Silicon Valley
- LifeMoves
- LinkedIn
- Los Altos Community Foundation
- Mental Health Systems
- Next Door Solutions
- On Lok
- PATH
- Razing the Bar
- Resources for Community Development
- Santa Clara County City Managers Association
- Santa Clara County Housing Authority
- Santa Clara County Office of Education
- Santa Clara County Domestic Violence Advocacy Consortium
- Santa Clara Family Health Plan
- Sacred Heart Community Service
- Salvation Army
- Silicon Valley Community Foundation
- Silicon Valley Council of Nonprofits
- Silicon Valley at Home
- Silicon Valley Independent Living Center
- Silicon Valley Organization
- South Bay Coalition to End Human Trafficking
- Spectrum Equity
- St. Joseph Family Center
- Sunnyvale Community Services
- The Health Trust
- United Way Bay Area
- U.S. Department of Veterans Affairs
- West Valley Community Services
- YWCA of Silicon Valley



DRAFT 6/25/2021 *RLB*

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF  
SUNNYVALE ENDORSING THE COMMUNITY PLAN TO  
END HOMELESSNESS 2020-25**

WHEREAS, the Community Plan to End Homelessness in Santa Clara County (2020-2025) (“Community Plan”), which is driven by and adopted by the Santa Clara County Continuum of Care (“CoC”), is a planning requirement placed by the United States Department of Housing and Urban Development on CoC funding that provides a county-level roadmap to address homelessness and its root causes, with local jurisdictions tailoring the roadmap to meet local needs; and

WHEREAS, in June 2019, the City of Sunnyvale (“City”) together with Santa Clara County (“County”), Destination: Home, and other cities and non-profits, embarked on strategic planning and an extensive community engagement process to develop a new five-year Community Plan; and

WHEREAS, during the development of the new Community Plan, community feedback was sought to identify successes and challenges in the homeless system of care, and to collect innovative and inspiring ideas about how to address homelessness generally countywide, and specifically for certain subgroups such as youth and families; and

WHEREAS, this work resulted in the development of 14 strategies that fall into three focus areas: (1) Address the root causes of homelessness through system and policy change; (2) Expand homelessness prevention and housing programs to meet the need; and (3) Improve quality of life for unsheltered individuals and create healthy neighborhoods for all; and

WHEREAS, many of the Community Plan strategies are items that the City’s Housing Department supports with federal funding, and activities being planned or implemented are in alignment with the Community Plan to help advance its goals; and

WHEREAS, with homelessness being a regional issue, preventing and ending homelessness requires collaboration and coordination of resources at all levels of government, together with community institutions, nonprofit agencies, and community-based organizations; and

WHEREAS, the Community Plan provides a regional-level roadmap and a common agenda for community stakeholders that, if followed, will result in a collective impact on ending homelessness.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYVALE THAT the City Council hereby endorses the 2020-2025 Santa Clara County Community Plan to End Homelessness.

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

## Excerpt Meeting Minutes - Draft Housing and Human Services Commission

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Wednesday, July 28, 2021

7:00 PM

Telepresence Meeting: Web Stream

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### **ROLL CALL**

**Present:** 6 - Chair Ken Hiremath  
Vice Chair Elinor Stetson  
Commissioner Jim Davis  
Commissioner Scott Duncan  
Commissioner Leesa Riviere  
Commissioner Linda Sell

**Absent:** 1 - Commissioner Emily White

**Commissioner Emily White (excused)**  
**Council Liaison Omar Din (absent)**

- 2      [21-0660](#)      Recommend that the City Council Adopt a Resolution to  
Endorse Santa Clara County's 2020-2025 Community Plan to  
End Homelessness

Housing Programs Analyst Leif Christiansen provided the staff report.

After clarifying questions of staff, Chair Hiremath opened the public hearing at 7:19 p.m.

Marie Bernard, Executive Director of Sunnyvale Community Services, spoke in support of adopting the resolution to endorse the County's plan and expressed gratitude for the City's ongoing efforts.

Public hearing closed at 7:23 p.m.

After a short discussion and more questions of staff, Chair Hiremath asked for a motion.

MOTION: Vice Chair Stetson moved and Commissioner Davis seconded the motion to Recommend that the City Council Adopt a Resolution to Endorse the 2020-2025 Santa Clara County Community Plan to End Homelessness.



The motion carried by the following vote:

**Yes:** 6 - Chair Hiremath  
Vice Chair Stetson  
Commissioner Davis  
Commissioner Duncan  
Commissioner Riviere  
Commissioner Sell

**No:** 0

**Absent:** 1 - Commissioner White



# City of Sunnyvale

## Agenda Item

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21-0818

Agenda Date: 8/31/2021

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### REPORT TO COUNCIL

#### **SUBJECT**

Adopt a Resolution Amending the Classification Plan and the City's Salary Resolution to Add the Classification of Equity, Access, and Inclusion Manager and Update the Schedule of Pay to include the new classification and a Part Time Deputy City Clerk

#### **BACKGROUND**

This report recommends amending the Classification Plan and the City's Salary Resolution to add the newly established classification of Equity, Access, and Inclusion Manager and to update the schedule of pay to include the new classification and a Part Time Deputy City Clerk.

#### **EXISTING POLICY**

Section 1103, entitled Classification, of the City Charter states that additions or changes to the classification plan may be adopted from time to time by the City Council upon the recommendation of the City Manager.

#### **ENVIRONMENTAL REVIEW**

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

#### **DISCUSSION**

##### Equity, Access, and Inclusion Manager

In February 2021, the City Council established Equity, Access, and Inclusion as one of its strategic priorities. In June 2021, as part of the adoption of the FY 2021/22 budget, the City Council approved funding (RTC No. 21-0213) for a Term Limited Equity, Access, and Inclusion Manager classification.

Creating this position will support equity, access, and inclusion efforts. This classification will provide leadership, advice, and consultation to City departments on equity and inclusion principles and practices; provide strategic technical guidance and policy direction of the City's equity, access and inclusion efforts; coordinate high level citywide outreach and engagement strategies, actions, events, and communication; facilitate the Sunnyvale Employees for Equity and Diversity (SEED) Team; and perform other duties as assigned.

This classification will serve as a subject matter expert on equity, access and inclusion, and will work collaboratively to create tools and provide resources to support the adoption of practices and behaviors that exemplify the City's desire to improve access to City services and equitable outcomes for residents.

This classification will be represented by Sunnyvale Managers Association (SMA). SMA was provided notice and an opportunity to comment on the job description and proposed pay rate for the represented classification.

#### Deputy City Clerk, Part-Time

The approval of the FY 2021/22 Budget (RTC No. 21-0213) also included the addition of a Deputy City Clerk, Part-Time. This position is in addition to the full time Deputy City Clerk position that currently exists in the Office of the City Manager.

Because this position is part-time, it would be assigned to the Service Employees International Union (SEIU) bargaining unit. SEIU and the Sunnyvale Employee Association/IFPTE Local 21 (SEA/Local 21) were provided notice and an opportunity to comment on the proposed Part-Time Deputy City Clerk position.

#### **FISCAL IMPACT**

The proposed salary range for the Term Limited Equity, Access, and Inclusion Manager position is between \$126,855 and \$149,242. The total cost of the position is approximately \$209,000 per year. The Part-Time Deputy City Clerk position has an existing salary classification and is anticipated to cost approximately \$80,000 per year. Both of these positions are budgeted 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 the Office of the City Clerk and on the City's website.

#### **STAFF RECOMMENDATION**

Alternative 1: Adopt a Resolution Amending the Classification Plan and the City's Salary Resolution to Add the Classification of Equity, Access, and Inclusion Manager and Update the Schedule of Pay to include the new classification and a Part Time Deputy City Clerk, effective September 5, 2021.

Prepared by: Delanie LoFranco, Human Resources Manager

Reviewed by: Tina Murphy, Director, Human Resources

Reviewed by: Jaqui Guzmán, Deputy City Manager

Approved by: Kent Steffens, City Manager

#### **ATTACHMENTS**

1. Resolution

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE AMENDING RESOLUTION NOS. 143-77 AND 190-05, TO ADD THE CLASSIFICATION OF EQUITY, ACCESS, AND INCLUSION MANAGER AND TO AMEND THE CITY'S SALARY RESOLUTION TO UPDATE THE SCHEDULE OF PAY TO INCLUDE THE NEW CLASSIFICATION AND PART-TIME DEPUTY CITY CLERK**

WHEREAS, in June 2021, as part of the adoption of the FY 2021/22 budget (RTC No. 21-0213) the City Council approved funding for the addition of a Term Limited Equity, Access, and Inclusion Manager classification and Part Time Deputy City Clerk; and

WHEREAS, the Human Resources staff has proposed an amendment to the Classification Plan of the Civil Service of the City of Sunnyvale to add the newly-established job classification of "Equity, Access, and Inclusion Manager"; and

WHEREAS, the City Council having considered such proposals and recommendations desire to approve the amendment to the Classification Plan of the Civil Service and make corresponding changes to the City's Salary Resolution.

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

1. The City Council hereby approves an amendment to the Classification Plan of the Civil Service as follows:
  - a. Create the classification of Equity, Access, and Inclusion Manager (0312) with a pay range of \$126,855 (Min. range/ Step 1) to \$156,704 (Max. range/ Step 6) annually.
2. Except as herein modified, the Classification Plan, Resolution No. 143-77, as amended, shall remain in full force and effect.
3. Resolution No. 190-05 (the City's Salary Resolution) is hereby amended by adding the classifications and pay rates set forth in Exhibit A, to the schedule of pay (salary table), attached and incorporated by reference, to implement the changes described in this resolution. Except as herein modified, Resolution No. 190-05, as amended, shall remain in full force and effect.
4. The Salary Resolution amendments and pay rates noted above shall be effective the pay period including September 5, 2021.

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

## 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	
8108	SEIU	L	n/a	n/a	n/a	Deputy City Clerk, Part-time	8601	40.1598	42.1679	44.2764	46.4901	48.8147	51.2554	83,532	N/A	106,611	9/5/21
0312	Mgmt-SMA	E	9332	TEMP	n/a	Equity, Access & Inclusion Manager	18							126,855	149,242	156,704	9/5/21

#### Notes

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

**Category E** applies to Represented Classified Management Employees (**MGMT-SMA**)

**Category L** applies to Classified Regular Part-time Employees (**SEIU**)



# City of Sunnyvale

## Agenda Item

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21-0842

Agenda Date: 8/31/2021

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### REPORT TO COUNCIL

#### **SUBJECT**

Adopt a Long-term Advocacy Position (LAP) Related to Governor Gavin Newsom's Executive Order N-08-21

#### **BACKGROUND**

At the August 10, 2021 meeting, Council directed staff to add this report to the consent calendar for the August 31 Council meeting to adopt a long-term advocacy position related to the extension of Governor Gavin Newsom's Executive Order N-08-21. On June 11, 2021, Governor Gavin Newsom issued Executive Order N-08-21, which extended Paragraph 3 of his prior Executive Order N-29-20 and establishes September 30, 2021 as the end date for COVID-19 pandemic-related suspensions for (1) deadlines for filing, noticing, and posting of CEQA documents with county clerk office; (2) tribal consultation deadlines under CEQA; and (3) allowing public meetings to be conducted by teleconference without full compliance with the Brown Act.

At their July 27 meeting, Council adopted a new long-term advocacy position (Council Policy 7.0 - Long-term Advocacy Positions - Planning and Management, F. Miscellaneous (7)):

"Support legislation to modernize the Ralph M. Brown Act as it pertains to teleconferencing during public meetings. Urge the Legislature provide more flexibility for cities and intergovernmental boards to improve and enhance, should the agency choose to do so, remote access for public officials (Councilmembers and board or commission members) in public meetings. Support legislation that allows for broader access and transparency without adding unfunded mandates on local public agencies."

This report presents a Legislative Advocacy Position (LAP) for Council's approval, which enables City advocacy on Governor Gavin Newsom's Executive Orders.

#### **EXISTING POLICY**

California Government Code sections 54950-54963 (Ralph M. Brown Act)  
Council Policy 7.4.14, Legislative Advocacy Positions  
Council Policy 7.0 F (7)

There is no existing City policy related to Executive Orders issued by the Governor.

#### **ENVIRONMENTAL REVIEW**

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

**DISCUSSION**

On July 27, 2021, the Centers of Disease Control and Prevention (CDC) released updated guidance on the need for urgently increasing COVID-19 vaccination coverage and a recommendation for everyone in areas of substantial or high transmission to wear a mask in public indoor places, even if they are fully vaccinated. The CDC issued this new guidance due to several concerning developments and newly emerging data signals. First, is a reversal in the downward trajectory of cases. Second, new data began to emerge that the Delta variant was more infectious and was leading to increased transmissibility when compared to other variants, even in vaccinated individuals.

Absent the passage of pending Legislation that permanently changes the Brown Act or an extension of Governor Newsom's Executive Order N-08-21, previous state and local laws regarding public meeting requirements will apply beginning October 1, 2021. This means that the following requirements will return to full force and effect:

- Local bodies must notice each teleconference location from which a member will be participating in a public meeting and each teleconference location must be specifically identified in the meeting notice and agenda, including full address and room number;
- Each teleconference location must be accessible to the public;
- Members of the public must be able to address the body at each teleconference location;
- Local bodies must post agendas at all teleconference locations; and
- During teleconference meetings, at least a quorum of the members of the local body must participate from locations within the boundaries of the territory over which the local body exercises jurisdiction.

The City does not have a policy position allowing advocacy on Executive Orders issued by the Governor. To support this topic, a new long-term advocacy position such as the following would need to be adopted by Council:

*"Urge the Governor to extend Executive Order N-08-21 and any other issued executive orders and to issue new executive orders as necessary, to continue to help Sunnyvale respond to, recover from, or mitigate the impacts of the COVID-19 pandemic."*

Adoption of such a policy would allow the Mayor and staff to take a position on Executive Orders issued by the Governor that would help the City respond to, recover from or mitigate the impacts of the COVID-19 pandemic.

**FISCAL IMPACT**

There is no fiscal impact as a result of action taken by this report.

**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**

Staff makes no recommendation. Upon approval of the consent calendar, Council approves a new long-term advocacy position as presented:



*“Urge the Governor to extend Executive Order N-08-21 and any other issued executive orders and to issue new executive orders as necessary, to continue to help Sunnyvale respond to, recover from, or mitigate the impacts of the COVID-19 pandemic.”*

Prepared by: Michelle Zahraie, Senior Management Analyst

Reviewed by: Jaqui Guzmán, Deputy City Manager

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager



# City of Sunnyvale

## Agenda Item

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**21-0854**

**Agenda Date: 8/31/2021**

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### **REPORT TO COUNCIL**

#### **SUBJECT**

Adopt a Long-term Advocacy Position (LAP) Related to the County of Santa Clara Supervisorial Districts that Represent the City of San Jose

#### **BACKGROUND**

At the August 10, 2021 meeting, Council expressed interest in adopting a long-term advocacy position related to the County of Santa Clara supervisorial districts that represent the City of San Jose.

Every 10 years, after the U.S. Census, all jurisdictions with district-based elections must redraw their district boundaries. The County of Santa Clara redraws supervisorial district boundaries, taking into account population changes reflected in the decennial Census. Redistricting is based on the idea of fair presentation and determines which neighborhoods and communities are grouped together into supervisorial district for purposes of electing a County Supervisor.

At the August 10 meeting, Council adopted a new long-term advocacy position (Council Policy 7.0 - Long-term Advocacy Positions - Planning and Management, F. Miscellaneous (8)):

“Advocate for Sunnyvale’s communities of interest during the county, state, special district and other local public agencies, and congressional redistricting process to support efforts that encourage one Legislative representative for each elective office that represents the residents of Sunnyvale. Advocate for Sunnyvale’s communities of interest during the county redistricting process to support efforts that encourage county representatives from at least two supervisorial districts.”

This report presents a Legislative Advocacy Position (LAP) for Council’s approval, which enables City advocacy on the County of Santa Clara’s redistricting process that represents the City of San Jose.

#### **EXISTING POLICY**

Council Policy 7.4.14, Legislative Advocacy Positions  
Council Policy 7.0 F (8)

There is no existing City policy related to the County redistricting for neighboring jurisdictions.

#### **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**

The Board of Supervisors of the County of Santa Clara established the 2021 Advisory Redistricting Commission to conduct public hearings to receive input regarding the drawing of supervisorial district boundaries in compliance with state and federal law. The Commission will provide recommendations to the Board of Supervisors regarding the placement of the supervisorial district boundaries.

To the extent practicable, the Board of Supervisors uses the following criteria when drawing district lines:

1. geographically contiguous districts (each supervisorial district should share a common border with the next),
2. the geographic integrity of local neighborhoods or communities shall be respected in a manner that minimizes its division,
3. geographic integrity of a city shall be respected in a manner that minimizes its division,
4. easily identifiable boundaries that follow natural or artificial barriers (rivers, streets, highways, rail lines, etc.), and
5. lines shall be drawn to encourage geographic compactness.

As the largest city in the County of Santa Clara, portions of San Jose are currently included in all five County supervisorial districts. As the second largest city in the County of Santa Clara, portions of Sunnyvale are currently included in two County supervisorial districts. This representation will influence how effectively a community is represented in county government.

The City does not have a policy position allowing advocacy regarding the County redistricting process for neighboring jurisdictions such as San Jose. To support this topic, a new long-term advocacy position such as the following would need to be adopted by Council:

*“Urge the Santa Clara County Board of Supervisors to draw supervisorial districts as a numerical representation of the City of San Jose’s population so that the number of County supervisors representing San Jose does not exceed three County supervisors.”*

Adoption of such a policy would allow the Mayor and staff to take position on County of Santa Clara supervisorial districts that represent the City of San Jose.

**FISCAL IMPACT**

There is no fiscal impact as a result of action taken by this report.

**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**

Staff makes no recommendation. Upon approval of the consent calendar, Council approves a new long-term advocacy position as presented:

*“Urge the Santa Clara County Board of Supervisors to draw supervisorial districts as a numerical representation of the City of San Jose’s population so that the number of County supervisors representing San Jose does not exceed three County supervisors.”*

Prepared by: Michelle Zahraie, Senior Management Analyst

Reviewed by: Jaqui Guzmán, Deputy City Manager

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager



# City of Sunnyvale

## Agenda Item

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**21-0841**

**Agenda Date:** 8/31/2021

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### **SUBJECT**

Adopt Ordinance No. 3180-21 to Amend Section 2.28.030 of Title 2 (Administration and Personnel) 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

### **BACKGROUND**

The attached Ordinance was introduced at a regular meeting of the City Council held on August 10, 2021 with the following vote: 7-0.

### **RECOMMENDATION**

Adopt Ordinance No. 3180-21 to amend Section 2.28.020 of Title 2 (Administration and Personnel) 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.

**ORDINANCE NO. 3180-21**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE TO AMEND SECTION 2.28.030 OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE SUNNYVALE MUNICIPAL CODE RELATING TO IN LIEU PETITIONS FOR COST OF CITY COUNCIL CANDIDATE STATEMENTS**

WHEREAS, on March 3, 2020, Sunnyvale voters approved Measure B, changing the Sunnyvale electoral system from seven at-large Councilmembers to a system with six district-based Councilmembers selected by voters residing within each Council district and a Mayor elected by all Sunnyvale voters vote for the Mayor; and

WHEREAS, for many years, Sunnyvale Municipal Code (SMC) section 2.28.030 has allowed City Council candidates to obtain a full subsidy for the cost of publishing a candidate statement by submitting 250 or more signatures, verified by the registrar of voters, or a partial subsidy that is pro-rated based on the number of verified signatures under 250; and

WHEREAS, because the change to district elections means that only voters residing in each council district will be eligible to vote for candidates in their district, the City Council has determined that it is appropriate to reduce the number of signatures required for candidates for any City Council district to obtain a full or partial subsidy of the cost of publishing a candidate statement; and

WHEREAS, the City of Sunnyvale therefore desires to amend section 2.28.030 of the Sunnyvale Municipal Code Chapter relating to in lieu petitions for cost of candidate's statements.

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

SECTION 1. Section 2.38.030 AMENDED. Section 2.28.030 of Chapter 2.28 (Elections) of Title 2 (Administration and Personnel) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**2.28.030. In lieu petitions for cost of candidate's statement.**

Each candidate filing a statement must pay in advance his or her estimated pro rata share of the total cost of printing, handling, translating, and mailing the candidate's statement as a condition of having his or her statement included in the voter's pamphlet. This estimated pro rata cost is determined by the Santa Clara County Registrar of Voters prior to each election. A candidate for any office of the city council may submit a petition containing signatures of registered voters in lieu of paying all or a portion of the costs of the candidate's statement assessed

pursuant to Section 13307 of the Elections Code of the state of California as follows:

(a) If a candidate for mayor submits a petition containing not less than two hundred fifty valid signatures, or a candidate for any city council district submits a petition containing not less than one hundred valid signatures, then the city shall assume the entire cost of that candidate's statement and the candidate shall not be liable for payment of any of the costs thereof assessed pursuant to Section 13307 of the Elections Code.

(b) A candidate who submits a petition containing less than the number of valid signatures set forth in subsection (a) shall be given a credit toward the cost of the candidate's statement assessed pursuant to Section 13307 of the Elections Code of a pro rata amount for each valid signature contained in the petition. The pro rata amount shall be approximately 1/250th of the cost of the mayor's candidate statement and 1/100th of the cost of a district candidate's statement, rounded to the nearest whole dollar amount. In the event the total credit allowed to a candidate is less than the cost of the candidate's statement assessed pursuant to Section 13307 of the Elections Code, then the candidate shall be responsible for the remainder of the cost. In the event the total credit allowed equals or exceeds the actual cost of the statement, whether or not the number of valid signatures required by subsection (a) have been obtained, the candidate shall be relieved of any obligation for the cost of the statement. In no event shall the city make any payment to a candidate or in any way become obligated to a candidate by reason of the fact that the credit calculated may exceed the actual cost of the statement.

(c) Except as otherwise provided in this section, any registered voter may sign an in lieu petition for any candidate for whom he or she is eligible to vote.

(d) A registered voter may only sign an in lieu petition for one candidate for any city council district and one candidate for mayor. If a registered voter signs in lieu petitions for more than one candidate for any city council district or more than one candidate for mayor, the voter's signature shall be valid only on the petition which is filed first in time with the city clerk.

(e) A registered voter may, but is not obligated, to sign both a candidate's nomination papers and an in lieu petition for that candidate. Any voter desiring to sign both a candidate's nomination papers and in lieu petition shall be obligated to sign each separately. The signing of one by a voter shall not be deemed automatically to constitute the signing of the other.

(f) A candidate may only obtain nomination papers for one council office at a time. If papers are obtained for one council office and the candidate decides to run for a different council office, the papers obtained for the initial office must be returned before the other papers are obtained. The city clerk shall furnish to each candidate, upon request, and without charge therefor, forms for securing

signatures. The city clerk shall fill in the name of the candidate, the election date, and the office being filed for on all pertinent election forms. The forms may be issued at the time a candidate is issued nomination papers for the office of city council, or at any time after such issuance and before such nomination papers are filed with the city clerk. The in lieu petition shall be filed by the candidate with the city clerk at the time the nomination papers for that candidate are filed. The entire in lieu petition, and all pages thereof, shall be filed at one time with the nomination papers. A candidate shall not be entitled to file additional signatures either prior to or subsequent to the time of filing of the nomination papers.

(g) The petition shall be in such form as may be prescribed by the city clerk. Candidates shall utilize the forms provided by the city clerk. No forms prepared by the city clerk shall be altered. If a form is altered, it shall not be accepted for filing. Collection of signatures is not considered to be an alteration of a form.

(h) As soon as is practicable following filing of in lieu petitions, the city clerk shall examine such petitions, or cause such petitions to be examined, for the purpose of determining the number of valid signatures thereon. Upon completing examination of all petitions for the various candidates, the city clerk shall give written notice to each candidate of the number of valid signatures contained in the petition submitted by that candidate and the total credit which the candidate will be allowed toward the cost of the statement. Each candidate may submit more than the minimum number of signatures required to obtain a statement cost fully paid by the city to allow for subsequent losses due to invalidity of some signatures. The clerk shall not be required to determine the validity of more than two hundred fifty signatures for candidates for mayor or one hundred signatures for candidates for any city council district. Candidates shall not be allowed additional time in which to collect supplemental signatures in the event the number of valid signatures is less than the number required in subsection (a) to obtain a statement cost fully paid by the city.

(i) For the purposes of this section, the requisite number of signatures shall be computed from the latest registration figures forwarded to the Secretary of State pursuant to Section 2187 of the Elections Code prior to the first day on which petitions are available.

(j) If the number of signatures affixed to an in lieu petition filed pursuant to this section is one hundred or more, the city clerk may use a random sampling technique for the verification of signatures as set out in Section 8084 of the Elections Code.

**SECTION 2. CEQA - EXEMPTION.** The City Council finds, pursuant to Title 14 of the California Code of Regulations, sections 15378(b)(4) and 15378(b)(5), that this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is a fiscal and governmental organizational or administrative activity that will not result in direct or indirect changes in the environment and does not involve any commitment to any



specific project which may result in a potential significant impact 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

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21-0863

Agenda Date: 8/31/2021

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### REPORT TO COUNCIL

#### SUBJECT

Resolution in Support of People in Afghanistan

#### BACKGROUND & DISCUSSION

The United States government signed a peace agreement with the Afghan Taliban in February 2020, ahead of a proposed withdrawal of US troops. In April 2021, President Biden announced that U.S. military forces would leave Afghanistan by September 11, 2021. Subsequently, the Taliban, ramped up attacks on Afghan National Defense and Security Forces bases and outposts. On August 15, Taliban fighters entered the capital, leading Afghan President Ashraf Ghani to flee the country and the Afghan government to collapse. The United States is in the process of evacuating troops and personnel along with US nationals and some Afghans who worked with the US during the 20-year conflict.

The Taliban has a history of being a repressive regime with gross human rights violations based on their strict interpretation of Islamic law. They are accused of violating the social and economic rights of women and girls by prohibiting girls from obtaining an education, preventing women from working, restricting women's every movement, and condoning violent punishments for any perceived transgressions. The Taliban takeover of the country could once again turn Afghanistan into a terrorist safe haven putting in danger women, children, journalists, media workers, civil rights activists, and Afghans who worked with the US.

The Bay Area has a large Afghan-American community that is deeply concerned for their loved ones in Afghanistan. We have seen images of an influx of desperate people at the Kabul airport trying to flee Afghanistan out of fear for their safety.

In line with our Statement on City Values and Public Service, the City believes that civil servants must serve the needs of all community members with respect, professionalism, dignity, and fair and equitable treatment, regardless of race, religion, ancestry, ethnicity, ability, gender, sexual orientation, or gender identity. Government should serve all members of the public with courtesy, impartiality, fairness and equality.

This resolution states the City's support of civil rights and peace for Afghan people and the humanitarian efforts being organized around the world to support Afghan refugees fleeing the Taliban regime. It also calls on all leaders to join us in condemning human rights abuses and violence against women, girls, journalists, media workers, civil rights activists, and Afghans who worked with the United States in Afghanistan.

#### EXISTING POLICY

None

**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 (a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

**FISCAL IMPACT**

None

**PUBLIC CONTACT**

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

**ALTERNATIVES**

1. Adopt a Resolution in Support of People in Afghanistan.
2. Adopt a Resolution in Support of People in Afghanistan, with modifications.
3. Do not adopt a Resolution in Support of People in Afghanistan.
4. Take another action as directed by Council.

**RECOMMENDATION**

Staff makes no recommendation.

Prepared by: Jaqui Guzmán, Deputy City Manager

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

**ATTACHMENTS**

1. Draft Resolution

DRAFT 8/25/2021 JAN

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SUNNYVALE IN SUPPORT OF THE PEOPLE IN  
AFGHANISTAN**

WHEREAS, in February 2020, the Afghan Taliban signed a peace agreement with the United States (“US”) ahead of a proposed withdrawal of US troops, and in April 2021, President Biden announced that US military forces would leave Afghanistan by September 11, 2021 after a 20-year conflict with the Taliban; and

WHEREAS, the Taliban ramped up attacks on Afghan National Defense and Security Forces bases and outposts, and on August 15, 2021, Taliban fighters entered the capital, leading Afghan President Ashraf Ghani to flee the country and the Afghan government to collapse; and

WHEREAS, the Taliban has a history of being a repressive regime with gross human rights violations based on their strict interpretation of Islamic law, including the public executions of convicted murderers and adulterers, amputations for those found guilty of theft; and

WHEREAS, the Taliban is accused of violating the social and economic rights of women and girls by prohibiting girls from obtaining an education, preventing women from working, restricting women’s every movement, and condoning violent punishments for any perceived transgressions against their interpretation of Islamic law; and

WHEREAS, the Taliban is also accused of various cultural abuses and attacks on civic institutions, including attacks on hospitals, schools, and cultural landmarks like the destruction of the famous Bamiyan Buddha statues in central Afghanistan; and

WHEREAS, the Taliban takeover of the country could once again turn Afghanistan into a terrorist safe haven putting in danger women, children, journalists, media workers, civil rights activists, and Afghans who worked with the US; and

WHEREAS, the takeover threatens to reverse advances made in securing the rights of women and girls; and

WHEREAS, the Bay Area has a large Afghan-American community that is deeply concerned for their loved ones in Afghanistan; and

WHEREAS, we have seen images of an influx of desperate people at the Kabul airport trying to flee Afghanistan out of fear for their safety; and

WHEREAS, the City of Sunnyvale believes that civil servants must serve the needs of all community members with respect, professionalism, dignity, and fair and equitable treatment, regardless of race, religion, ancestry, ethnicity, ability, gender, sexual orientation, or gender identity and we must serve all members of the public with courtesy, impartiality, fairness and equality; and

WHEREAS, the City of Sunnyvale wishes to state its support for the well-being, safety and civil rights of people in Afghanistan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYVALE THAT the City of Sunnyvale states its support of civil rights and peace for Afghan people and the humanitarian efforts being organized around the world to support Afghan refugees fleeing the Taliban regime, and calls on all leaders to join us in condemning human rights abuses and violence against women, girls, journalists, media workers, civil rights activists, and Afghans who worked with the US in Afghanistan.

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

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**21-0072**

**Agenda Date: 8/31/2021**

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### **REPORT TO COUNCIL**

#### **SUBJECT**

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

#### **BACKGROUND**

Tasman Drive between Fair Oaks Avenue and Lawrence Expressway is a four-lane commercial/industrial collector, with the Santa Clara Valley Transportation Authority (VTA) light rail line running in the center of the roadway between the eastbound and westbound directions of traffic. Sidewalks are present on the south side of the roadway; however, a gap in sidewalk approximately 1,600 feet in length exists between about 800 feet east of Tasman Court (opposite the West Entrance to Casa De Amigos) and Vienna Drive. There is currently no existing bicycle facility on Tasman Drive. The VTA operates the Orange light rail line along the Tasman Drive corridor that connects Mountain View, Sunnyvale, Santa Clara, San Jose, and Milpitas.

When the Orange Light Rail Line was extended into Sunnyvale to its current terminus in Mountain View in the late 1990's, there was insufficient width along the Tasman corridor to install complete sidewalks and bicycle lanes without purchasing and demolishing existing mobile homes that back onto Tasman Drive and removal of all mature trees for long segments. Today's roadway configuration reflects the compromise, with gaps in the sidewalk along both sides of Tasman Drive and lack of bicycle facilities.

On June 30, 2020, City Council approved a temporary eastbound Tasman Drive lane closure during the COVID-19 pandemic (RTC No. 20-0633), but with a stipulation not to exceed ten months, in order to create a temporary pathway for the public to perform outdoor activities and to walk to and from the nearby grocery store and to monitor traffic conditions to ensure that the temporary lane closure does not negatively impact traffic along the segment of Tasman Drive between Fair Oaks Avenue and Vienna Drive and at the signalized intersection of Fair Oaks Avenue and Tasman Drive.

#### **EXISTING POLICY**

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

Policy LT-3.6 Promote Modes of travel and actions that provide safe access to city streets and reduce single-occupant vehicle trips and trip lengths locally and regionally.

Policy LT-3.24 Ensure effective and safe traffic flows for all modes of transport through physical and operational transportation improvements.

##### **General Plan, Chapter 4, Community Character:**

Policy CC-1.6 Maintain City neighborhoods as safe, healthy places to live.

Policy CC-1.7 Encourage Neighborhood Patterns that Encourage Social Interaction and Avoid Isolation.

Goal CC-12 Maximum access to recreation services, facilities and amenities.

**Resolution No. 793-16 Complete Streets Policy** (and Resolution No. 896-18 amending Resolution No. 793-16): The City wishes to improve its commitment to Complete Streets and desires that its streets form a comprehensive and integrated transportation network promoting safe, equitable, and convenient travel for all users while preserving flexibility, recognizing community context, and using the latest and best design guidelines and standards.

### **ENVIRONMENTAL REVIEW**

The temporary removal of one eastbound travel lane and the creation of a temporary pathway is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines Section 15301(c), for minor alterations of existing highways and streets that do not create additional automobile lanes and involving negligible or no expansion of existing or former use.

### **DISCUSSION**

On June 30, 2020, City Council approved the temporary closure of one travel lane in the eastbound direction of Tasman Drive during COVID-19, but not to exceed ten months, to create a temporary pathway primarily for pedestrians to facilitate the ability to walk to and from the nearby grocery store and to perform outdoor activities without causing traffic congestion during the State and County shelter in place order (Attachment 1).

As part of City Council's discussion, there was a desire that once the County's Public Health Order is relaxed and traffic patterns start to readjust and establish themselves again, the temporary lane closure should be removed, and the travel lane will be restored for its original use. At this point, traffic patterns are slowly starting to increase to pre-COVID-19 conditions as businesses allow employees to return to the office on a limited basis. At the same time, due to Covid-19 variants and increasing number of cases, major tech employers have recently announced delays to full mandatory return to in-person or hybrid work to October, and some to January 2022. This is an indication that the situation is still fluid as employers and the public are still adjusting. During the temporary closure, staff was directed to monitor the corridor to determine if there were any negative impacts to safety, queuing, and congestion.

To evaluate if the temporary closure would cause negative impacts on the traffic signal operations at the intersection of Tasman Drive and Fair Oaks Avenue, staff used available traffic volume data from 2015 as a baseline and collected vehicular, pedestrian and bicycle volume on both weekdays and weekends during the temporary closure of one eastbound Tasman Drive travel lane to monitor for pedestrian and bicycle usage. Vehicular travel speeds and queuing along Tasman Drive between Fair Oaks Avenue and Vienna Drive were also monitored using the City traffic monitoring cameras, travel time monitoring system, Advance Traffic Management System, crowd-sourced information through STRAVA and staff field observations.

Results from monitoring activities (Attachment 2) showed that during the weekday, an average of 15 bicyclists and 23 pedestrians used the temporary pathway throughout the day and an average of 15

bicyclists and 21 pedestrians during the weekend. Because of the gap in the sidewalk prior to the installation of the pathway, there is no pedestrian data to show if the numbers increased or decreased compared to the pre-COVID-19 conditions. During the monitoring of transportation conditions, it appeared that the closure did not negatively impact the traffic signal operations at the intersections of Fair Oaks Avenue/Tasman Drive and Tasman Drive/Vienna Drive, and vehicular travel speeds along Tasman Drive between Fair Oaks Avenue and Vienna Drive were not impacted either. The average travel speed during the monitoring period of the segment of Tasman Drive between Fair Oaks Avenue and Vienna Drive was 32 mph with an average 85th percentile speed of 39 mph. For comparison, the posted speed limit of Tasman Drive is 40 mph and speed data from a traffic signal retiming project in 2015 showed an average travel speed of 33 mph and an 85th percentile speed of 39 mph. Detrimental vehicular queues and un-necessary vehicular delay were not observed as a result of the temporary lane closure. This is primarily because of the decrease in vehicular volume due to the COVID-19 pandemic conditions. Average daily traffic volume during the monitoring period showed that traffic volume decreased by approximately 54% compared to the baseline data obtained in 2015. During the month of October 2015, the average daily traffic for eastbound Tasman Drive between Fair Oaks Avenue and Vienna Drive was 7,853 vehicles per day; an average daily traffic of 3,620 vehicles was observed during the monitoring period of the temporary lane closure. The most recent peak hour traffic volume, collected on June 16, 2021 showed 322 vehicles from 5:00 to 6:00 p.m., which is 42% of the theoretical 900 vehicles per hour per lane maximum throughput at congested flow.

As part of the Fiscal Year 2021/22 budget, City Council funded Study Issue DPW 21-03, Pedestrian and Bicycle Facility Installation on Tasman Drive from Fair Oaks Avenue to Lawrence Expressway. This Study Issue will conduct public outreach, coordination with other agencies, topographical surveying and transportation studies to determine desire and the feasibility of constructing permanent bicycle and pedestrian facilities along the Tasman corridor between Fair Oaks Avenue and Lawrence Expressway. The Study Issue is anticipated to be completed in 2023.

### **FISCAL IMPACT**

There is no cost to remove all equipment and traffic control devices should City Council direct staff to remove the temporary eastbound lane closure and restore the travel lane for normal usage.

Originally, City Council approved a budget modification of \$30,000 from Council Service Level Set Aside to pay for the installation and rental of channelizers and temporary ADA ramps, temporary traffic control devices such as solar powered arrow board, barricades with flashing beacons for nighttime visibility, water filled barriers, and the required signage to temporarily close a travel lane, and the maintenance of the temporary pathway for up to a 10-month period. 100% of the funds have been utilized to date. If City Council desires to extend the Tasman Drive Temporary Lane Closure, a total of \$3,227 per month is needed for the rental and maintenance of temporary traffic control devices and signage to keep the lane closure in a safe condition, ensure that the electronic solar powered arrow board is functioning, resetting devices that may have been moved or knocked over by the public and to conduct data collection for monitoring traffic volumes and pedestrian and bicyclist activity.

Budget Modification No. 4 has been prepared to appropriate General Funds in the amount of \$32,270 to fund another ten months of the temporary lane closure extension. This Budget Modification can be adjusted by simply multiplying the number of months Council desires to extend the lane closure by \$3,227. For example, a three month extension would require a Budget Modification of \$9,681.



Funding would come from the General Fund Budget Stabilization Fund.

**Budget Modification No. 4**  
**FY 2021/22**

<b>General Fund</b>	<b>Current</b>	<b>Increase/Decrease</b>	<b>Revised</b>
<u>Expenditures</u>			
835260 – Tasman Drive Temporary Lane Closure	\$30,000	\$32,227	\$62,227
<u>Reserves</u>			
<u>General Fund Budget</u>	\$55,336,909	(\$32,227)	\$55,304,682
<u>Stabilization Fund</u>			

### **PUBLIC CONTACT**

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

### **ALTERNATIVES**

1. Direct staff to remove the temporary eastbound lane closure on Tasman Drive between Fair Oak Avenue and Vienna Drive and restore the travel lane for normal usage.
2. Direct staff to continue to maintain the temporary eastbound lane closure on Tasman Drive between Fair Oaks Avenue and Vienna Drive for a City Council defined period, establish a transportation trigger of 720 vehicles per hour for the restoration of the eastbound for vehicular traffic and approve Budget Modification No. 4 to fund the maintenance of the temporary lane closure for a Council determined number of months at a cost of \$3,227 per month.

### **STAFF RECOMMENDATION**

Alternative 1: Direct staff to remove the temporary eastbound lane closure on Tasman Drive between Fair Oak Avenue and Vienna Drive and restore the travel lane for normal usage.

Staff recommends removing the lane closure as the County of Santa Clara and the State of California have removed the shelter in place order and lifted most pandemic related restrictions. In addition, commercial businesses, restaurants, retail, entertainment areas, office buildings and large gathering spaces are reopening without capacity limitations. Staff is observing that traffic volumes are increasing upwards as schools, businesses, and offices reopen. Keeping the lane closed when traffic volume is expected to increase as more people will be commuting to work, could potentially create queues at the intersection of Fair Oaks Avenue and Tasman Drive for the eastbound approach. Moreover, as traffic volume increases and the eastbound Tasman through capacity is decreased, emergency vehicle response times could also be impacted given the limited number of access points to mobile home parks on this segment of Tasman Drive. Staff's recommendation is also consistent with City Council's previous direction of removing the closure after ten months from installation.

If City Council does choose to maintain the existing eastbound Tasman Drive lane closure, staff would recommend that a defined threshold be established for reopening the travel lane to vehicular traffic once the peak hour traffic volumes reach 720 vehicles, which is 80% of the 900 vehicles per hour per lane throughput during congested flow. Furthermore, Council should determine the number of months it desires to extend the closure at a cost of \$3,227 per month.

Prepared by: Carmen Talavera, Senior Traffic Engineer

Reviewed by: Dennis Ng, Transportation and Traffic Manager

Reviewed by: Chip Taylor, Director, Public Works

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

### **ATTACHMENTS**

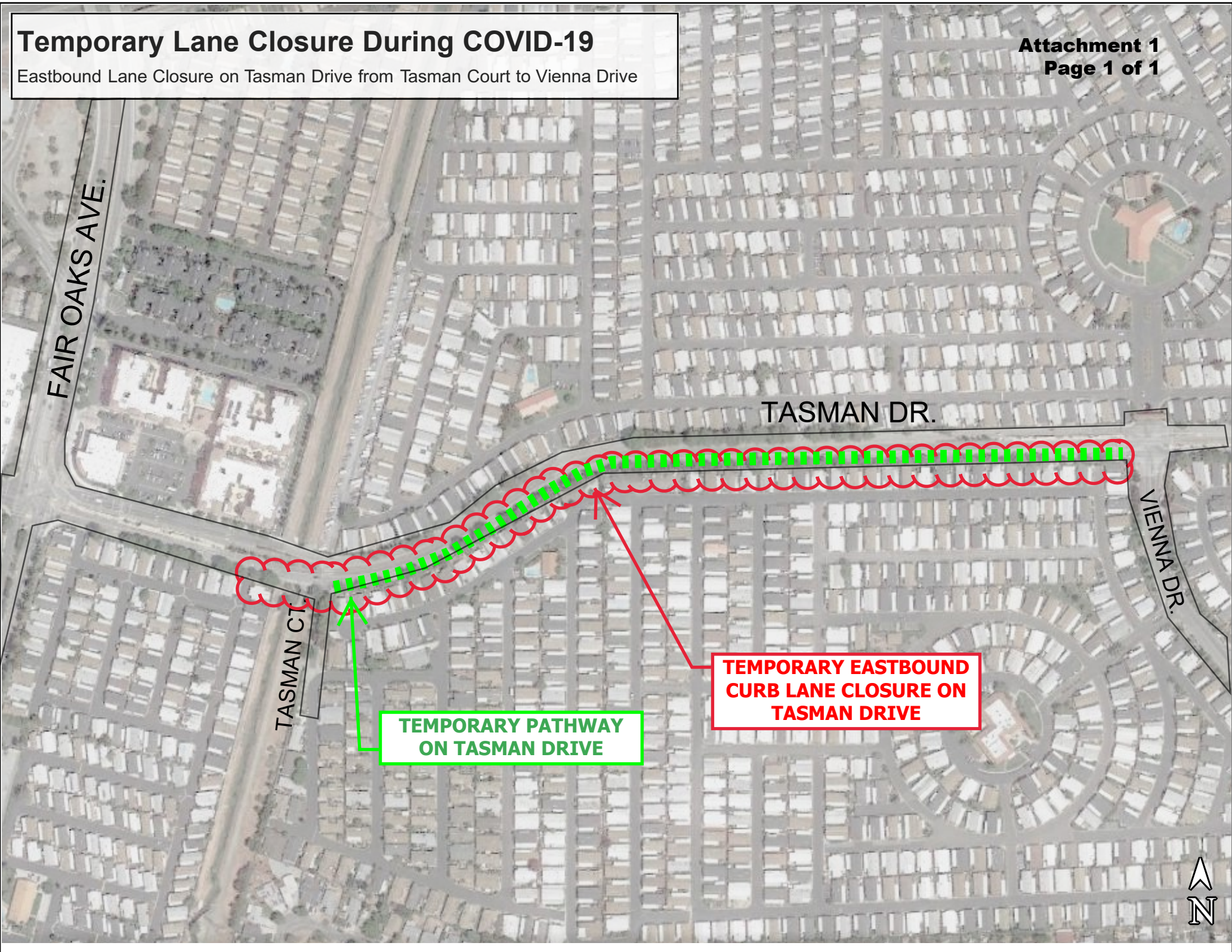
1. Map of Temporary Lane Closure During COVID-19
2. Eastbound Tasman Lane Closure Data Collection Results

# Temporary Lane Closure During COVID-19

Eastbound Lane Closure on Tasman Drive from Tasman Court to Vienna Drive

Attachment 1

Page 1 of 1



FAIR OAKS AVE.

TASMAN DR.

VIENNA DR.

TASMAN CT.

TEMPORARY PATHWAY  
ON TASMAN DRIVE

TEMPORARY EASTBOUND  
CURB LANE CLOSURE ON  
TASMAN DRIVE



## Department of Public Works Division of Transportation & Traffic

### Eastbound Tasman Drive Lane Closure Data Collection Results

#### Temporary Lane Closure Traffic Monitoring Methodology

##### Monitoring Activities:

- During first month after lane closure implementation
  - Monitor PM peak hour 5 to 6 pm on a weekly basis on Wednesdays to ensure eastbound Tasman traffic is not impacting intersection operations and causing excessive delays for Fair Oaks traffic.
- Second month after lane closure implementation
  - Monitor PM peak hour 5 to 6 pm on a biweekly basis on Wednesdays to ensure eastbound Tasman traffic is not impacting intersection operations and causing excessive delays for Fair Oaks traffic.
- Weekly activities throughout duration of lane closure
  - Set up automated detection zone using existing video detection camera for NBRT on Fair Oaks to trigger alarm if vehicles are experiencing more than 8 seconds delay (8 seconds is typically used in warrant studies to determine delay).
  - Monitor vehicular travel speed along eastbound Tasman from Fair Oaks to Vienna using Velocity Bluetooth Travel Time system to determine if travel speeds fall below 25 mph.
  - Field condition observations utilizing PTZ camera when occupancy detection zone triggers alarm.
  - Collect vehicular, bike and pedestrian counts on Tasman between Fair Oaks and Vienna to determine when traffic is starting to return to normal for a minimum of three times during the lane closure period.

#### Traffic Volume Comparison

##### Vehicular Volume along Tasman Drive between Fair Oaks Avenue to Vienna Drive

Location	Average Daily Traffic (Weekday)	Date
EB Tasman Turning Movement Count – DKS Data Collection Traffic Signal Retiming Project PASS-2015	7,853	10/21/2015
EB Tasman City Data Collection	3,569	09/29/2020
	3,588	03/23/2021
	3,702	06/16/2021
	3,620	Average



Pedestrian Volume - Weekday

Location	Total per Day (Weekday)	Date
EB Tasman City Data Collection	19	09/30/2020
	9	10/21/2020
	24	03/24/2021
	34	03/31/2021
	30	06/16/2021
	23	Average

Pedestrian Volume - Weekend

Location	Total per Day Saturday	Total per Day Sunday	Date
EB Tasman City Data Collection	12	15	10/24 & 10/25/2020
	29	28	3/27 & 3/28/2021
	22	25	4/3 & 4/4/2021
	14	21	6/19/ & 6/20/2021
	21		Average

Bicycle Volume - Weekday

Location	Total per Day (Weekday)	Date
EB Tasman STRAVA-Metro Data	5	03/15-16/2019
EB Tasman City Data Collection	12	09/30/2020
	16	10/21/2020
	15	03/24/2021
	12	03/31/2021
	20	06/16/2021
	15	Average

Bicycle Volume - Weekend

Location	Total per Day Saturday	Total per Day Sunday	Date
EB Tasman City Data Collection	17	10	10/24 & 10/25/2020
	17	12	3/27 & 3/28/2021
	15	10	4/3 & 4/4/2021
	19	18	6/19/ & 6/20/2021
	15		Average

Vehicular Speed (City's Travel Time System)

	Average Speed (mph)	Date
Posted Speed Limit	40	

EB Tasman Drive Average Speed Data – DKS Data Collection Traffic Signal Retiming Project PASS-2015	33	10/21/2015
Average Speed for EB Tasman between Fair Oaks and Vienna	31	04/16/2019
	32	09/23/2020
	32	10/21/2020
	32	03/24/2021
	33	03/31/2021
	33	06/16/2021
	32	Average
EB Tasman Drive 85% Speed Data – DKS Data Collection Traffic Signal Retiming Project PASS-2015	39	10/21/2015
85th Speed for EB Tasman between Fair Oaks and Vienna	42	04/16/2019
	37	09/23/2020
	39	10/21/2020
	39	03/24/2021
	40	03/31/2021
	38	06/16/2021
	39	Average

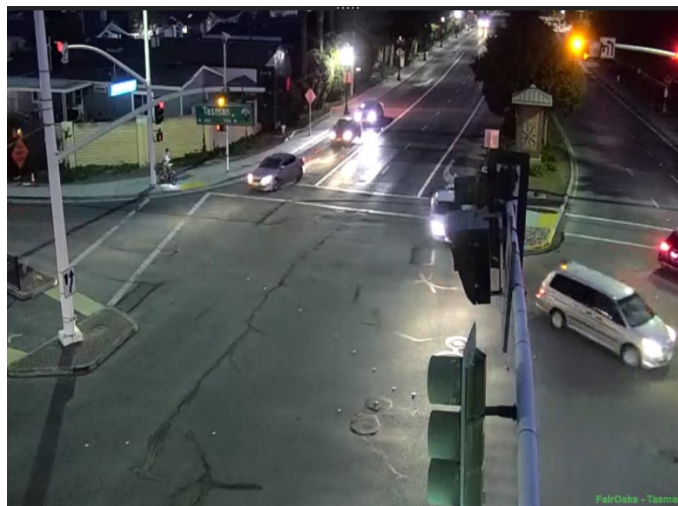
## Northbound Right Turn Traffic at Fair Oaks Avenue and Tasman Drive



09/22/2020 (05:28 pm)



10/08/2020 (07:06 pm)



03/03/2021 (05:47 pm)



# City of Sunnyvale

## Agenda Item

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**21-0659**

**Agenda Date: 8/31/2021**

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### **REPORT TO COUNCIL**

#### **SUBJECT**

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 Per the Active Transportation Plan and Find That This Action is Exempt from the California Environmental Quality Act

#### **SUMMARY OF COMMISSION ACTION**

The Bicycle and Pedestrian Advisory Commission considered this item on July 15, 2021.

The Bicycle and Pedestrian Advisory Commission (BPAC) voted to recommend that Council approve Alternative 1 with an amendment: Recommend to City Council to Remove On-Street Parking for the Northbound Direction on Willow Avenue between Reed Avenue and Aster Avenue, to Install Class IIB Buffered Bicycle Lane on Both Sides of the Street Per the Active Transportation Plan, and to Add Study Tightening the Curb Radius at the Reed Avenue/Willow Avenue Intersection.

The vote was 6-0, with one vacancy on the Commission.

#### **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. 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 Per the Active Transportation Plan and Find that the Action is Exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (c)
2. Maintain On-Street Parking for the Northbound Direction on Willow Avenue between Reed Avenue and Aster Avenue and Not to Install Class IIB Buffered Bicycle Lane on Both Sides of the Willow Avenue

#### **STAFF RECOMMENDATION**

Alternative 1: 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 Per the Active Transportation Plan and Find that the Action is Exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (c)

As part of the design phase of the project, staff will review and minimize the crossing distance and curb radius at the intersection of Reed Avenue and Willow Avenue, while accommodating large



vehicles such as delivery trucks and garbage trucks.

Prepared by: Lillian Tsang, Principal Transportation Engineer

Reviewed by: Dennis Ng, Transportation and Traffic Manager

Reviewed by: Chip Taylor, Director of Public Works

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

### **ATTACHMENTS**

1. Report to Bicycle and Pedestrian Advisory Commission 21-0658, July 15, 2021 (without attachments)
2. Study Area
3. Proposed Bicycle Improvements on Willow Avenue
4. On-Street Parking Observation Summary
5. On-Street Parking Study Evaluation
6. Presentation to BPAC, July 15, 2021

### **Additional Attachments for Report to Council**

7. Excerpt of Draft Minutes of the Bicycle and Pedestrian Advisory Commission Meeting of July 15, 2021



# City of Sunnyvale

## Agenda Item

21-0658

Agenda Date: 7/15/2021

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### REPORT TO BICYCLE AND PEDESTRIAN ADVISORY COMMISSION

#### **SUBJECT**

Recommend to City Council to Remove On-Street Parking for the Northbound Direction on Willow Avenue between Reed Avenue and Aster Avenue and to Install Bicycle Lanes on Both Sides of the Street Per the Active Transportation Plan

#### **BACKGROUND**

Willow Avenue is a posted 25 miles per hour north-south local collector street that connects Reed Avenue and the Lawrence Caltrain Station, providing direct pedestrian, bicycle, and vehicular access to the train station. It is located within the Lawrence Station Area Plan area, and Willow Avenue terminates at the Lawrence Caltrain Station at the City of Sunnyvale/Santa Clara city limits, which then transitions into French Street within the City of Santa Clara. Willow Avenue has one travel lane in each direction and has on-street parking on both sides of the street for approximately 720 feet north of Reed Avenue; there is no on-street parking for the remainder of the street. There is currently no bicycle facility on Willow Avenue, bicyclists and vehicular traffic must share the travel lane.

Along the western side of Willow Avenue, there are multi-family residential units and a childcare facility; along the eastern side of Willow Avenue, there are several automobile repair shops, restaurants and a supermarket.

The City Council adopted the Lawrence Station Area Plan (LSAP) at its December 6, 2016 meeting (RTC No. 16-1108). In the adopted LSAP, Willow Avenue was identified as a key access route for pedestrians and bicyclists heading to and from the Lawrence Caltrain Station. The proposed improvements identified on Willow Avenue include filling in missing sidewalk gaps and installing a Class II Bicycle Lane on Willow Avenue between Reed Avenue and 350 feet north of Aster Avenue. Willow Avenue, with the improved pedestrian and bicycle facilities, will improve north-south connectivity through the LSAP area.

At the August 25, 2020 meeting, City Council adopted the Active Transportation Plan (ATP) (RTC No. 20-0249), where one of the main goals of the plan is to assist the City in creating a safe, connected, and efficient citywide walking and bicycling network. The proposed bicycle improvements on Willow Avenue include a Class IIB buffered bicycle lane on the section of Willow Avenue where there is existing on-street parking between Reed Avenue and 720 feet north of Reed Avenue; and a Class II bicycle lane on the section where there is currently no existing on-street parking. To implement a Class II bicycle lane or Class IIB buffered bicycle lane on the southern portion of Willow Avenue, on-street parking would need to be removed on at least one side of Willow Avenue.

For this project, the existing on-street parking along the commercial/retail land use side of northbound Willow Avenue is proposed to be removed as commercial/retail land uses were designed

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Agenda Date: 7/15/2021

to have ample on-site parking for their respective land uses. The removal of on-street parking in the northbound direction and the proposed bicycle improvements as identified in the ATP are consistent with the Public Draft of Amended LSAP and Draft LSAP Sense of Place Plan, which are both currently being circulated for public review.

The City was awarded with a One Bay Area Grant-Cycle 2 (OBAG2) grant in the amount of \$500,000 with a required local match of \$132,911 to plan, design, and construct bicycle and pedestrian improvements within the Lawrence Station area. On February 25, 2020, the City Council awarded a contract to Siegfried Engineering, Inc. for the planning and design of the proposed improvements in Lawrence Station Area (RTC No. 19-1164). At this time, Siegfried Engineering, Inc. has completed preliminary design and staff has presented the design to the public along with a parking study for input on the parameters of the project.

Attachment 2 presents project limits and locations of where on-street parking spaces are proposed to be removed; Attachment 3 shows the existing and proposed cross sections on Willow Avenue.

The City Council is scheduled to consider this item on August 31, 2021.

### **EXISTING POLICY**

**Resolution No. 793-16 Complete Streets Policy** (and Resolution No. 896-18 amending Resolution No. 793-16): the City wishes to improve its commitment to Complete Streets and desires that its streets form a comprehensive and integrated transportation network promoting safe, equitable, and convenient travel for all users while preserving flexibility, recognizing community context, and using the latest and best design guidelines and standards.

### **General Plan Chapter 3 Land Use and Transportation:**

- **Goal LT-3:** An Effective Multimodal Transportation System - Offer the community a variety of transportation modes for local travel that are also integrated with the regional transportation system and land use pattern. Favor accommodation of alternative modes to the automobile as a means to enhance efficient transit use, bicycling, and walking and corresponding benefits to the environment, person-throughput, and qualitative improvements to the transportation system environment.
- **Policy LT-3.8:** Prioritize safe accommodation for all transportation users over non-transport uses. As city streets are public spaces dedicated to the movement of vehicles, bicycles, and pedestrians, facilities that meet minimum appropriate safety standards for transport uses shall be considered before non-transport uses are considered.
- **Policy LT-3.9:** As parking is the temporary storage of transportation vehicles do not consider parking a transport use of public streets.
- **Policy LT3-10:** Prioritize street space allocated for transportation uses over parking when determining the appropriate future use of street space.

### **Lawrence Station Area Plan**

- **WS-G1** Design to be safe and attractive for residents of the study area and those south of Reed who walk or ride to the station.

### **ENVIRONMENTAL REVIEW**

The California Environmental Quality Act (CEQA) determination for this project is a Class 1

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categorical exemption pursuant to CEQA Guidelines Section 15301(c) for operation, repair or minor alteration of existing streets, sidewalks and pedestrian and bicycle trails or other similar alterations that do not create additional automobile lanes.

## **DISCUSSION**

### **On-Street Parking Occupancy Study**

To evaluate whether the removal of on-street parking on the northbound direction of Willow Avenue would have an impact to the users who live/work along the corridor, an on-street parking observation was conducted along Willow Avenue on four different mid-week weekdays between March 2021 and May 2021: Wednesday March 24, Wednesday March 31, Wednesday April 28, and Wednesday May 5. The data was collected at three different times throughout the day to capture the parking occupancy at 11 a.m., 3:30 p.m. and 11 p.m. At the time when the on-street parking observation was conducted, the County of Santa Clara was in the orange tier of the State of California's Blueprint for a Safer Economy to reduce COVID-19. Under the orange tier, most businesses could open with reduced capacity, and offices could open with modifications, but telework was encouraged. Therefore, the daytime on-street parking usage observed was higher than typical as most residents were still working remotely from home. In addition, given the residential land use along the corridor, staff believes the 11 p.m. observation would have the highest parking occupancy for the area. The on-street parking occupancy data is summarized in Attachment 4.

From the parking occupancy data, the western side of Willow Avenue where the multi-family residential units had a slightly lower average daily parking usage than the eastern side (an average of 64% vs. an average of 79%). When looking at the data aggregately, the total number of parked vehicles along this corridor was very consistent among the four days of observation, with a slightly higher usage at night.

License plate data was also collected as part of the study to understand when vehicles were parked along the corridor and whether they were parked there repeatedly. Approximately 48% of the vehicles parked on this corridor were present only one out of the four days of observation. 20% of the vehicles were parked on this corridor during the day only and were not observed to be parked on Willow Avenue at night when residents were typically home. In addition, 12% of the parked vehicles were vans or recreational vehicles which were not observed repeatedly along Willow Avenue. During the site visits, staff noticed one of the repair shops on the eastern side of Willow Avenue specializes in the repair of vans and recreational vehicles. In general, there is an abundance of available on-site parking for business use. While staff did not drive onto the private property to collect detailed on-site parking utilization data, staff was able to observe visually the available parking capacity at the repair shops, restaurants and supermarket while driving on Willow Avenue. From the data collected, staff was able to identify resident parking vs. non-resident parking.

Resident parking on Willow Avenue were classified based on the following criteria:

- a) parked on Willow Avenue for more than one out of the four days of site observations;
- b) parked along the corridor at night (or all-day); or
- c) they were not recreational vehicles or vans

Non-resident parking were classified based on the following criteria:

- a) parked on Willow Avenue during daytime only;
- b) parked on Willow Avenue for only one out of the four days of site observations; or

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c) they were recreational vehicles or vans

Staff believes that non-resident parking was mostly employees or patrons from the nearby automobile repair shops for several reasons:

- One of the automobile repair shops on Willow Avenue specializes in the repair of recreational vehicles and vans.
- Some vehicles parked on Willow Avenue had missing bumpers.
- Staff has received emails, phone calls and Access Sunnyvale requests from residents indicating they noticed employees from the automobile repair shops parking either their own vehicles or their patrons' vehicles on Willow Avenue.

The parking observation data was evaluated to determine the true average daily resident-only parking demand on this corridor based on the time of day vehicles were parked on the corridor, how often the vehicles were observed, and the type of vehicles that were observed. Taking these factors into account, the estimated average daily residential parking demand would range from 14-21 vehicles. If the on-street parking for the northbound direction of Willow Avenue was removed, the remaining on-street parking capacity would be 23 vehicles, which would be sufficient to accommodate the average daily residential parking demand. The results are summarized in Attachment 5.

### **Online Public Outreach Meeting**

On Thursday May 27, 2021, an online public outreach meeting was held with residents and property owners along the project corridor to present the project as well as the parking occupancy study results. Residents, property owners and business owners were notified of the public meeting through postcards mailed to apartments, townhomes, single family homes, and businesses (Mailer notification area is shown in Attachment 2). There was a total of seven members of the public that participated in the outreach meeting; and three members of the public provided feedback via email; none of the participants indicated they were property owners. Residents in general agreed that the automobile repair shops do utilize the existing on-street parking on Willow Avenue as storage of customer vehicles, and their staff would park on the on-street parking spaces instead of the on-site parking spaces as well. One resident expressed concern that the repair shops would continue to use the on-street parking spaces on Willow Avenue as storage if on-street parking was prohibited on the northbound side of Willow Avenue. Staff indicated that from the drive-by observations over the four days of data collection, there appeared to be available capacity on-site at the repair shops. The repair shops seemed to be parking their customers vehicles on the street out of convenience.

Overall, no property owners or residents opposed the removal of on-street parking on the northbound direction of Willow Avenue. One of the residents expressed support of the City's efforts in building and improving the bicycle and pedestrian network throughout the city.

### **Next Steps**

Upon City Council's action to remove the on-street parking for the northbound direction on Willow Avenue, Siegfried Engineering, Inc. will complete the design of the proposed improvements by October 2021. City will advertise the project for a construction firm to construct the proposed improvements. Construction is anticipated to begin in the first quarter of 2022, and to be completed in summer 2022.

21-0658

Agenda Date: 7/15/2021

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### **FISCAL IMPACT**

If on-street parking were to be removed on the northbound direction of Willow Avenue to install Class IIB buffered bicycle lanes, funding is available in Project 832960 - Lawrence Station Area Sidewalk and Bicycle Facility.

### **PUBLIC CONTACT**

Public contact was made through posting of the Bicycle and Pedestrian Advisory Commission on the City's official-notice bulletin board, on the City's website, and the availability of the agenda and report in the Office of the City Clerk.

### **ALTERNATIVES**

1. Recommend to City Council to Remove On-Street Parking for the Northbound Direction on Willow Avenue between Reed Avenue and Aster Avenue and to Install Bicycle Lanes on Both Sides of the Street Per the Active Transportation Plan
2. Recommend to City Council to Maintain On-Street Parking for the Northbound Direction on Willow Avenue between Reed Avenue and Aster Avenue and Not to Install Bicycle Lanes on Both Sides of Willow Avenue

### **RECOMMENDATION**

Alternative 1: Recommend to City Council to Remove On-Street Parking for the Northbound Direction on Willow Avenue between Reed Avenue and Aster Avenue and to Install Bicycle Lanes on Both Sides of the Street Per the Active Transportation Plan

The City has a vision to increase the viability of bicycling, walking and transit ridership throughout the City in order to help provide people additional transportation options beyond driving a car. By removing on-street parking and installing Class IIB bicycle facilities on Willow Avenue, it will provide a new bicycle facility with a direct connection to the Lawrence Caltrain Station. As part of the future Caltrain service planning, Joint Powers Board aims to increase frequency along the corridor, as well as the number of bullet/express trains that will stop at Lawrence Caltrain Station. With the future increase in service, Willow Avenue will serve as a key access route for pedestrians and bicyclists to access the Lawrence Caltrain Station.

This proposed improvement will align with the City Council's Strategic Priority: Ability of Infrastructure to Support Development, Traffic and Active Transportation. Furthermore, it will comply with our Complete Streets Policy and support the City's Climate Action Plan goal to reduce vehicle emission.

Prepared by: Lillian Tsang, Principal Transportation Engineer  
Reviewed by: Dennis Ng, Transportation and Traffic Manager  
Reviewed by: Chip Taylor, Director, Department of Public Works  
Reviewed by: Teri Silva, Assistant City Manager  
Approved by: Kent Steffens, City Manager

### **ATTACHMENTS**

1. Reserved for Report to Council
2. Study Area
3. Proposed Bicycle Improvements on Willow Avenue

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**21-0658**

**Agenda Date:** 7/15/2021

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- 4. On-Street Parking Observation Summary
- 5. On-Street Parking Study Evaluation



Willow Avenue On-Street Parking Study Area



**Legend**

Project Limits

On-street parking to remain

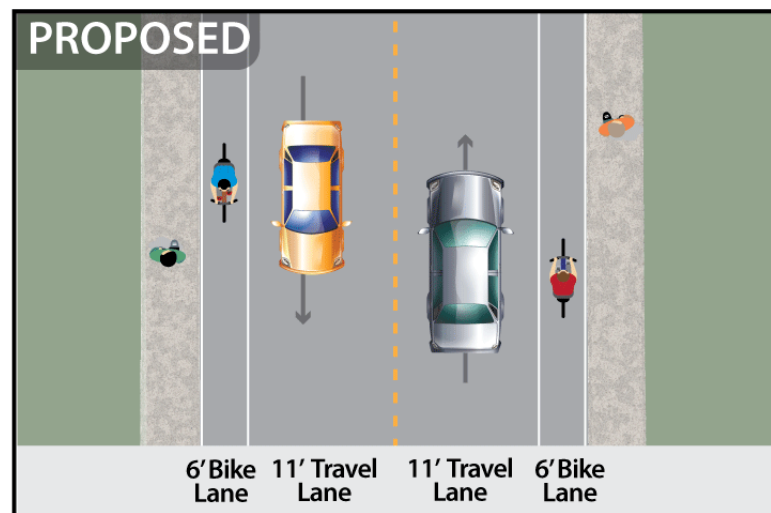
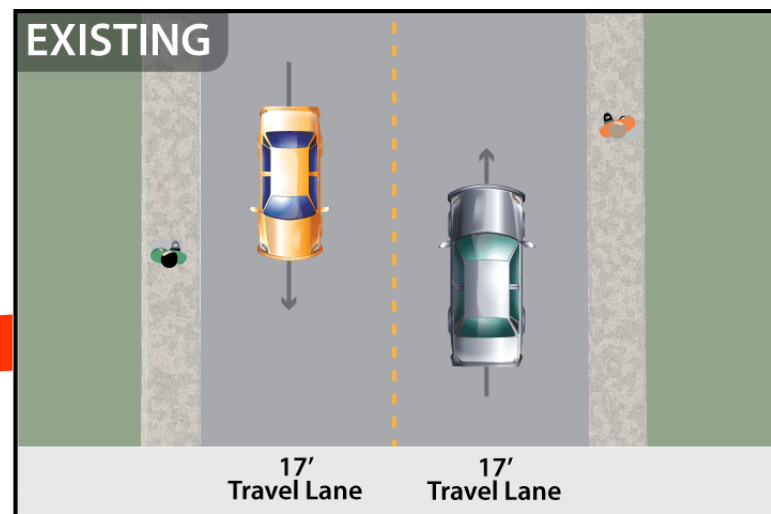
On-street parking proposed to be removed

Mailer Notification Area

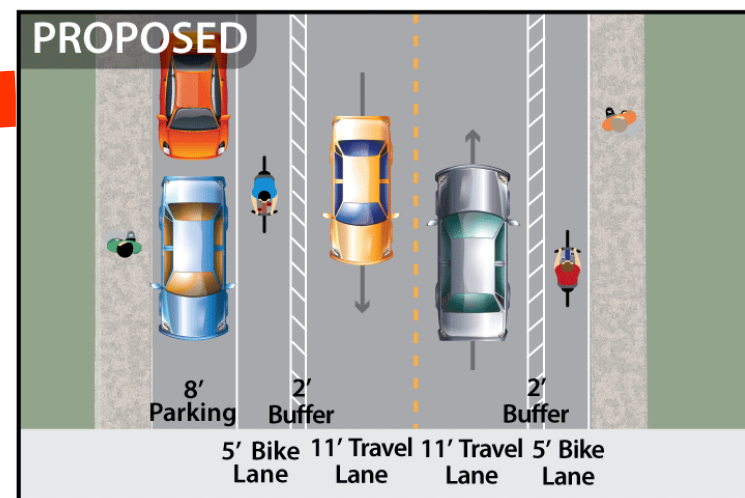
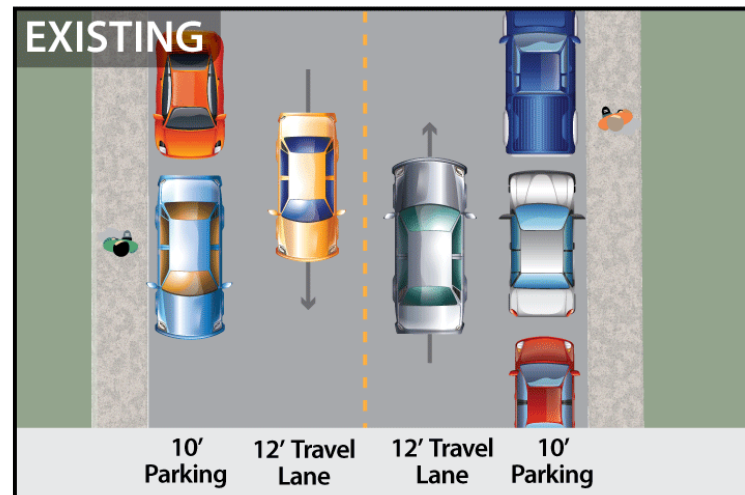


## Proposed Bicycle Improvements on Willow Avenue

### Northern Segment



## Southern Segment



### Willow Avenue On-Street Parking Observation Summary

Study Area	Available Spaces	Number of Parked Vehicles Observed			
		3/24/21	3/31/21	4/28/21	5/5/21
Willow Ave. (Western Side/SB Direction)					
11:00 a.m.	23	12 (52%)	13 (57%)	15 (65%)	13 (57%)
3:30 p.m.	23	15 (65%)	15 (65%)	13 (57%)	13 (57%)
11:00 p.m.	23	16 (70%)	17 (74%)	16 (70%)	18 (78%)
Willow Ave. (Eastern Side/NB Direction)					
11:00 a.m.	24	19 (79%)	19 (79%)	19 (79%)	18 (75%)
3:30 p.m.	24	17 (71%)	21 (88%)	19 (79%)	18 (75%)
11:00 p.m.	24	20 (83%)	19 (79%)	19 (79%)	20 (83%)
Willow Ave. (Combined)					
11:00 a.m.	47	31 (66%)	32 (68%)	34 (72%)	31 (66%)
3:30 p.m.	47	32 (68%)	36 (77%)	32 (68%)	31 (66%)
11:00 p.m.	47	36 (77%)	36 (77%)	35 (74%)	38 (81%)

**Willow Avenue On-Street Parking Study Evaluation  
With Northbound On-Street Parking Removal & Non-Resident Adjustment**

Willow Avenue	Available Spaces	Number of Parked Vehicles Observed			
		3/24/21	3/31/21	4/28/21	5/5/21
On-Street Parking Observed					
11:00 a.m.	47	31 (66%)	32 (68%)	34 (72%)	31 (66%)
3:30 p.m.	47	32 (68%)	36 (77%)	32 (68%)	31 (66%)
11:00 p.m.	47	36 (77%)	36 (77%)	35 (74%)	38 (81%)
Willow Avenue	Available Spaces	Estimated Average Resident-Only Parking Demand			
		3/24/21	3/31/21	4/28/21	5/5/21
With Non-Resident Adjustment & On-Street Parking Removal on Northbound Willow Avenue					
11:00 a.m.	23	15 (64%)	15 (64%)	16 (70%)	15 (64%)
3:30 p.m.	23	14 (62%)	16 (70%)	14 (62%)	14 (62%)
11:00 p.m.	23	20 (86%)	20 (86%)	19 (83%)	21 (90%)



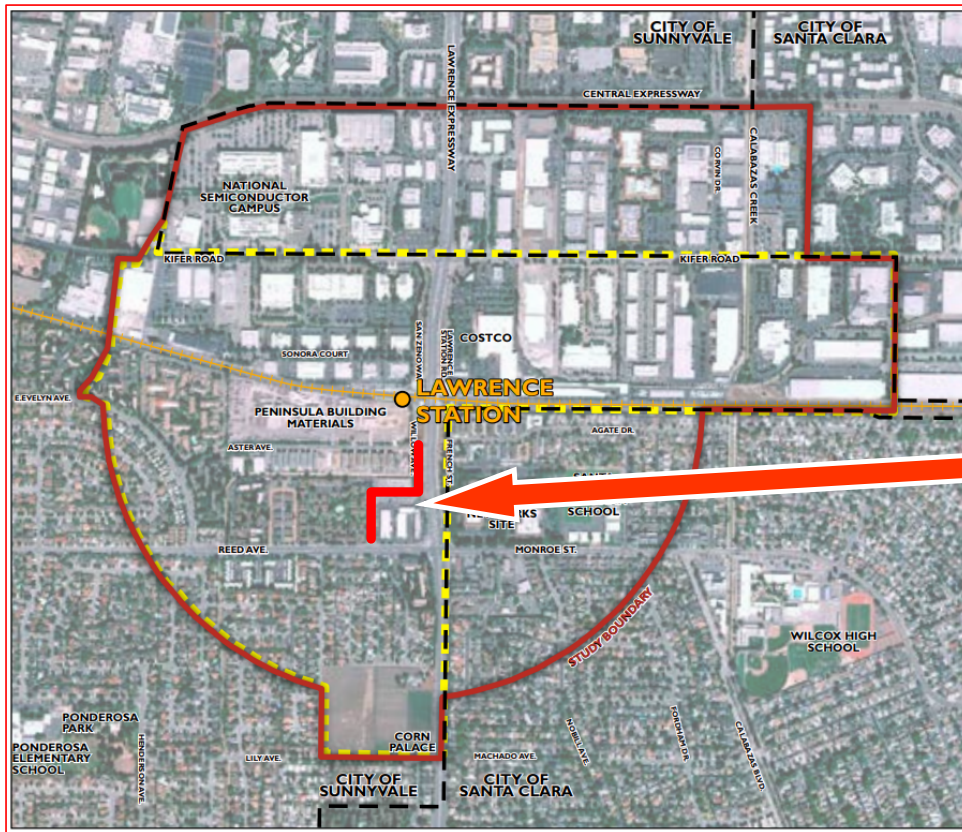
## Willow Avenue Bicycle and Pedestrian Improvements

Lillian Tsang, Principal Transportation Engineer  
Richard Chen, Project Design Manager  
July 15, 2021



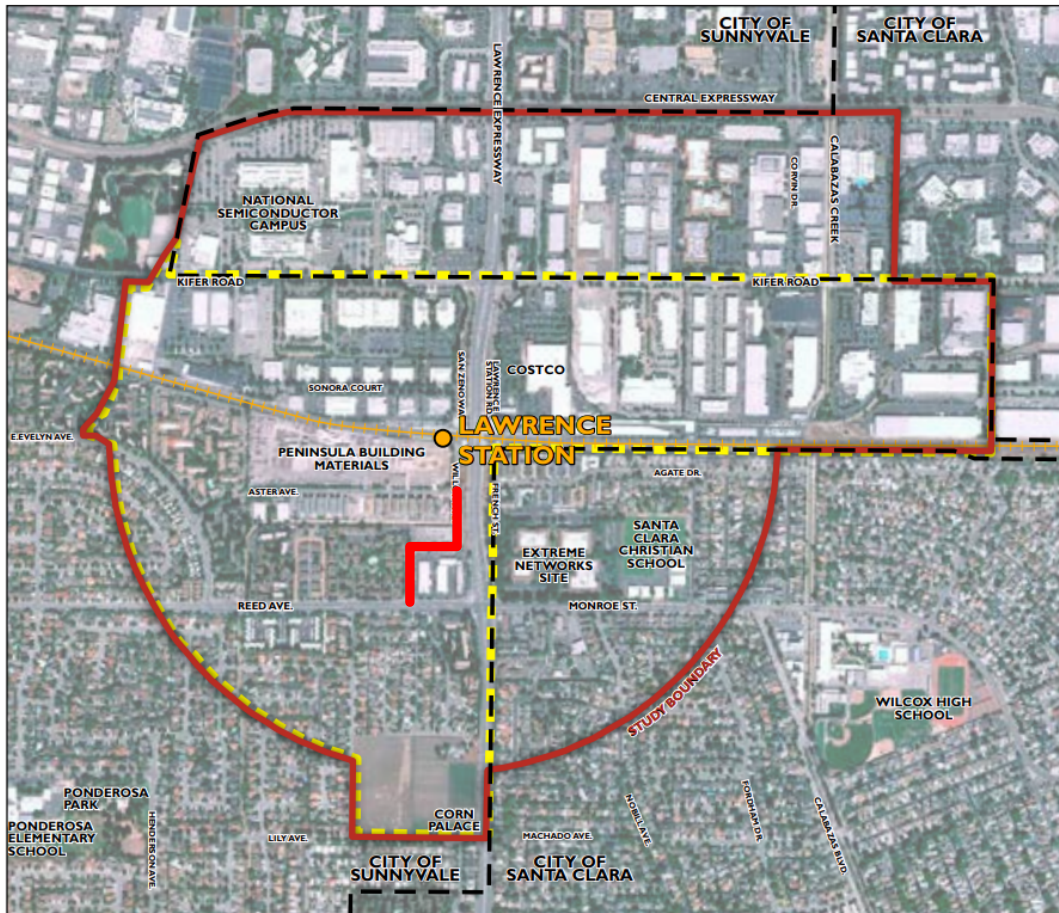


## Project Limits: Willow Avenue between Reed Avenue and Aster Avenue



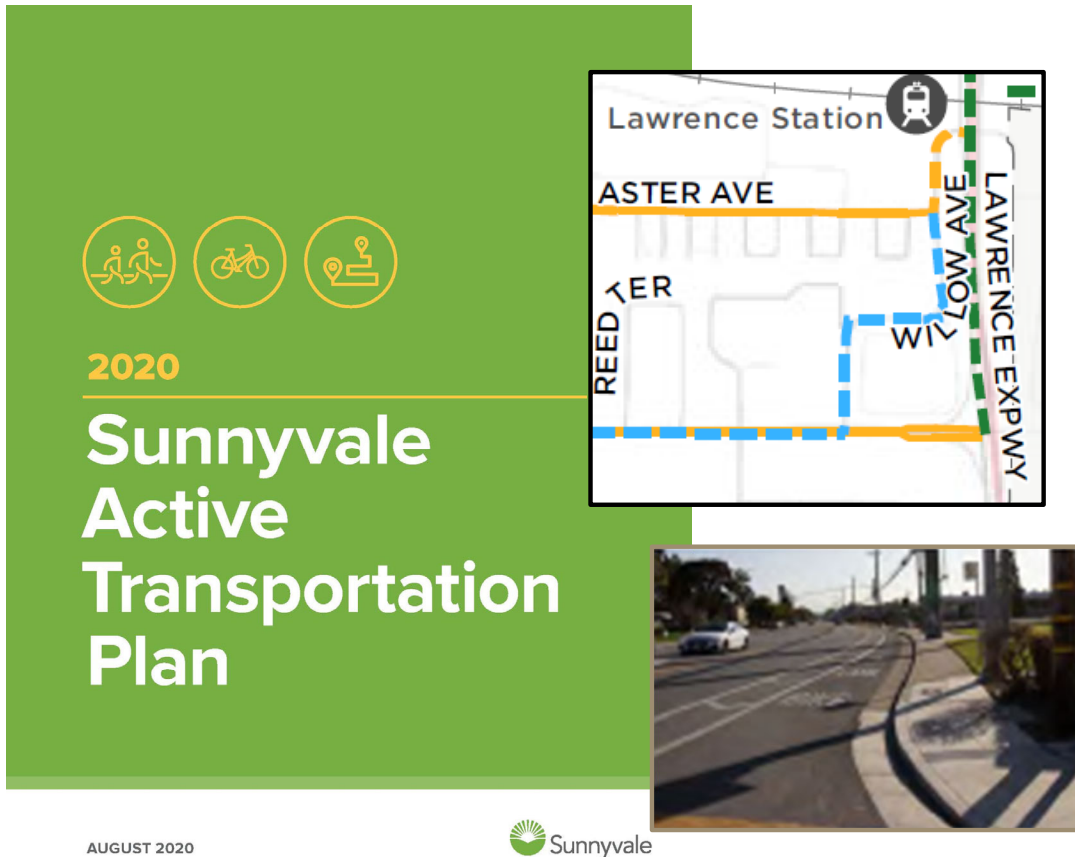


## Lawrence Station Area Plan (LSAP)



- Adopted by City Council on December 6, 2016
- Willow Avenue
  - ◆ Key Access Route for Pedestrians and Bicyclists to access Lawrence Caltrain Station
  - ◆ Design Goal: To be safe and attractive for residents who walk or ride to the station
  - ◆ Improve Sidewalk Gaps
  - ◆ Proposed Class II Bicycle Lane

## Active Transportation Plan (ATP)



- Adopted by City Council on August 25, 2020
  - ◆ Bicycle Plan
  - ◆ Pedestrian Plan
  - ◆ Safe Routes to School Plan
  - ◆ To create a safe, connected and efficient citywide walking and bicycling network
- Willow Avenue
  - ◆ Proposed Class II/IIB Buffered Bicycle Lane

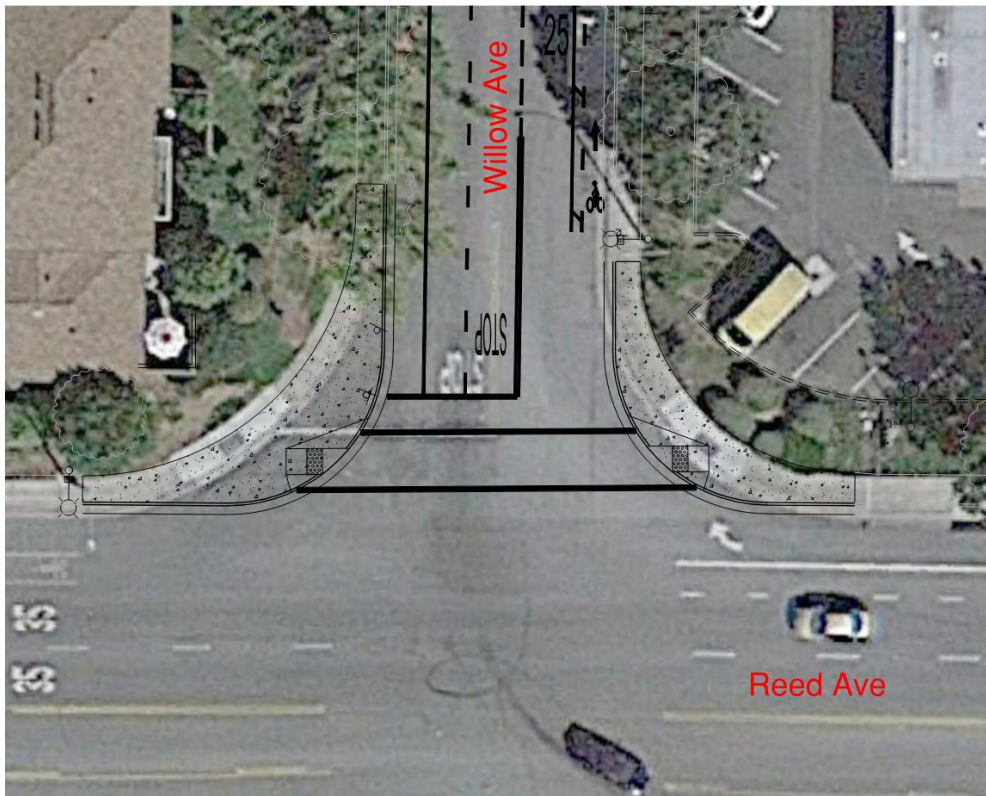


## Caltrain Business Plan



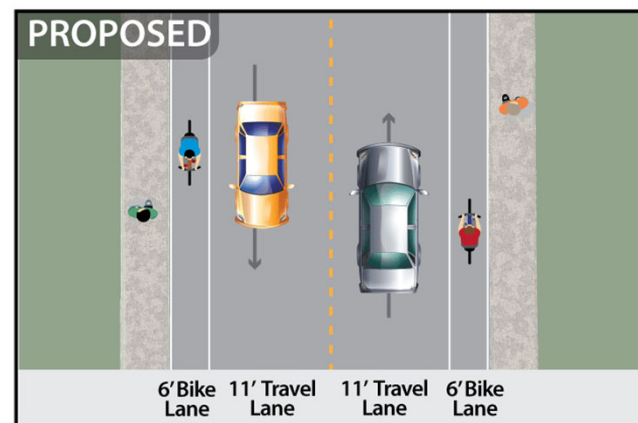
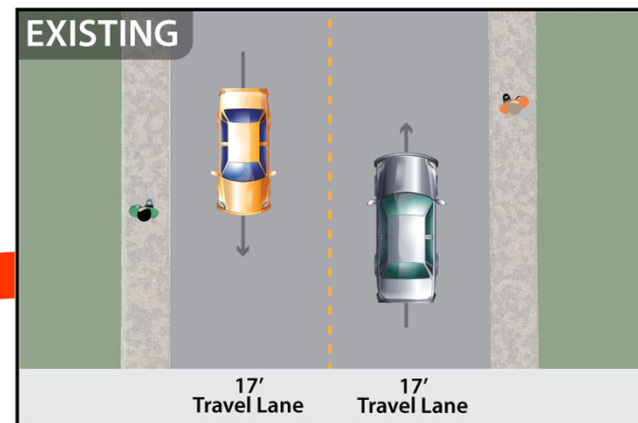
- Completed Spring 2020
  - ◆ Review Service for the Corridor
    - Number of Trains
    - Frequency of Service
    - Stop Location
- Increase service to Lawrence Station
  - ◆ Increase in Pedestrians/Bicyclists

## Willow Avenue - Pedestrian Improvements

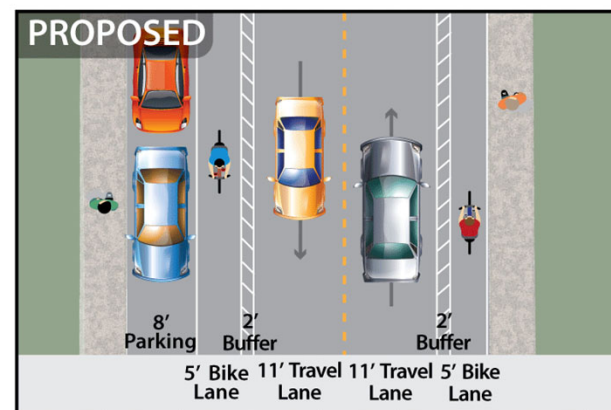
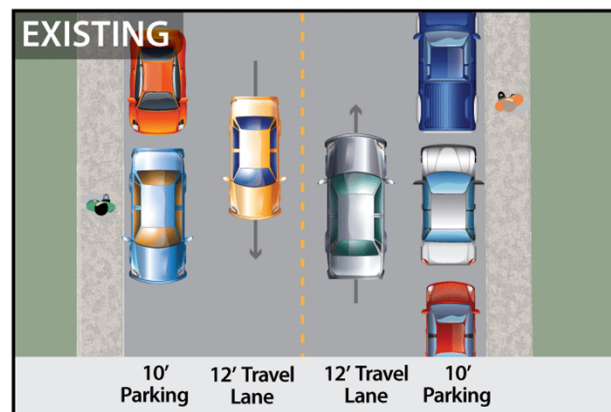


- Reduce curb radius at the NW and NE corners
- Install ADA accessible, directional curb ramp for crossing Willow Ave.
- Install a crosswalk on Willow Ave.

## Willow Avenue - Bicycle Improvements



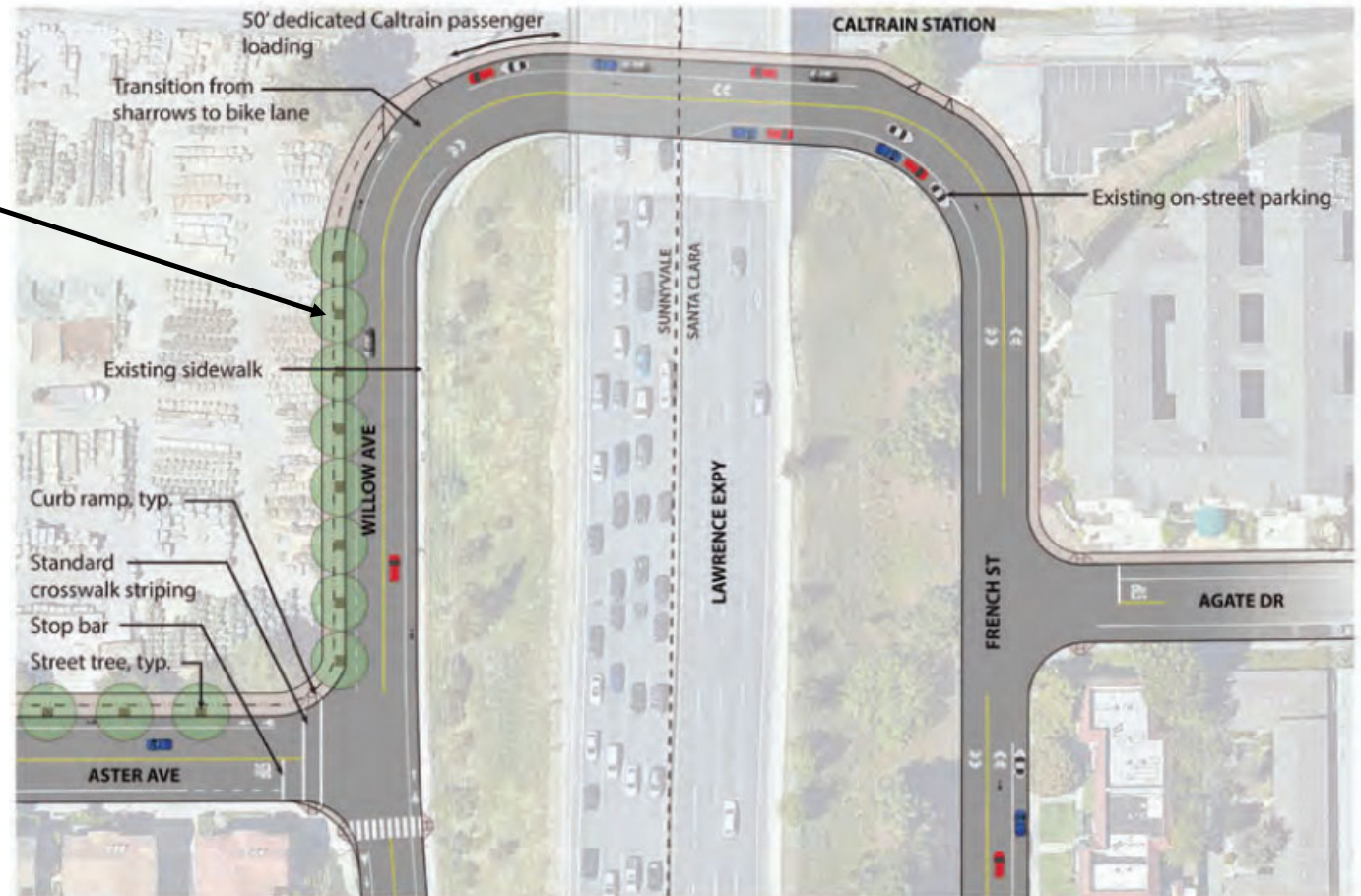
## Willow Avenue - Bicycle Improvements





## Draft Lawrence Station Area Sense Of Place Plan Willow Avenue and French Street Plan

Proposed Sidewalk & Class II Bicycle Lane to be installed as part of the 1155 Aster Avenue Development Project



Note: All improvements shown are conceptual and subject to further analysis and refinement.

## Willow Avenue On-Street Parking Study Area



- Collected data:
  - ♦ March 24, 2021
  - ♦ March 31, 2021
  - ♦ April 28, 2021
  - ♦ May 5, 2021
- Throughout the Day:
  - ♦ 11:00am
  - ♦ 3:30pm
  - ♦ 11:00pm

### Legend

- On-street parking to remain
- On-street parking proposed to be removed

## Willow Avenue On-Street Parking Study

Study Area	Available Spaces	Number of Parked Vehicles Observed			
		3/24/21	3/31/21	4/28/21	5/5/21
Willow Ave. (SB Direction)					
11:00 a.m.	23	12	13	15	13
3:30 p.m.	23	15	15	13	13
11:00 p.m.	23	16	17	16	18
Willow Ave. (NB Direction)					
11:00 a.m.	24	19	19	19	18
3:30 p.m.	24	17	21	19	18
11:00 p.m.	24	20	19	19	20
Willow Ave. (Combined)					
11:00 a.m.	47	31	32	34	31
3:30 p.m.	47	32	36	32	31
11:00 p.m.	47	36	36	35	38

## Willow Avenue On-Street Parking Study Resident vs. Non-Resident Parking

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- Resident Parking
  - ◆ Parked on Willow Ave. more than one day
  - ◆ Parked on Willow Ave. at Night (or all-day)
  - ◆ Non-RVs or Vans
  
- Non-Resident Parking (Employees/Patrons from nearby Auto Repair Shops)
  - ◆ During daytime only (11am and/or 3:30pm)
  - ◆ 1 of 4 days of observation
  - ◆ RVs or Vans



## Willow Avenue On-Street Parking Study With NB On-Street Parking Removal & Non-Resident Adjustment

Willow Ave.	Available Spaces	Number of Parked Vehicles			
		3/24/21	3/31/21	4/28/21	5/5/21
On-Street Parking Observed					
11:00 a.m.	47	31	32	34	31
3:30 p.m.	47	32	36	32	31
11:00 p.m.	47	36	36	35	38
With Non-Resident Adjustment & On-Street Parking Removal for NB Direction (Right Side of Willow)					
11:00 a.m.	23	15	15	16	15
3:30 p.m.	23	14	16	14	14
11:00 p.m.	23	20	20	19	21

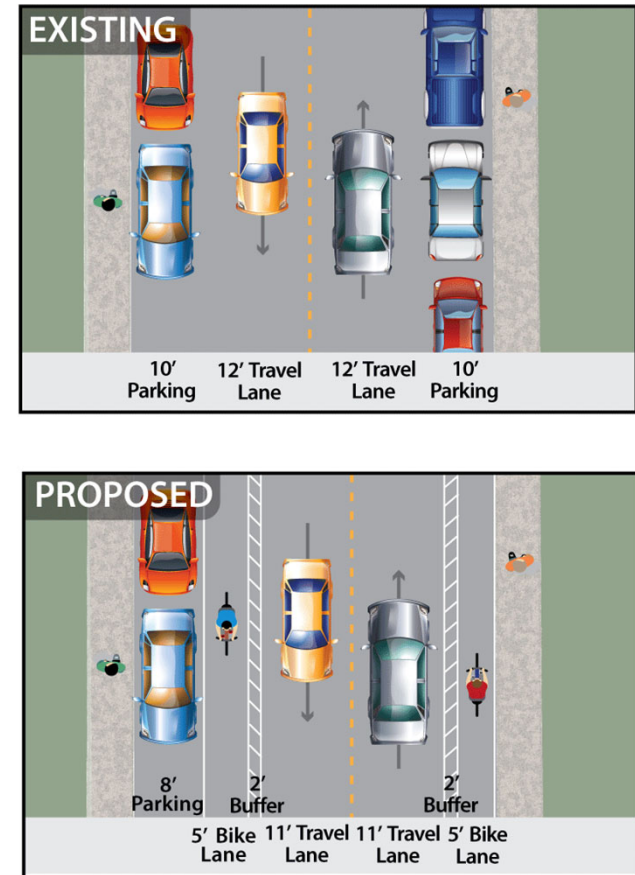
## Conclusion

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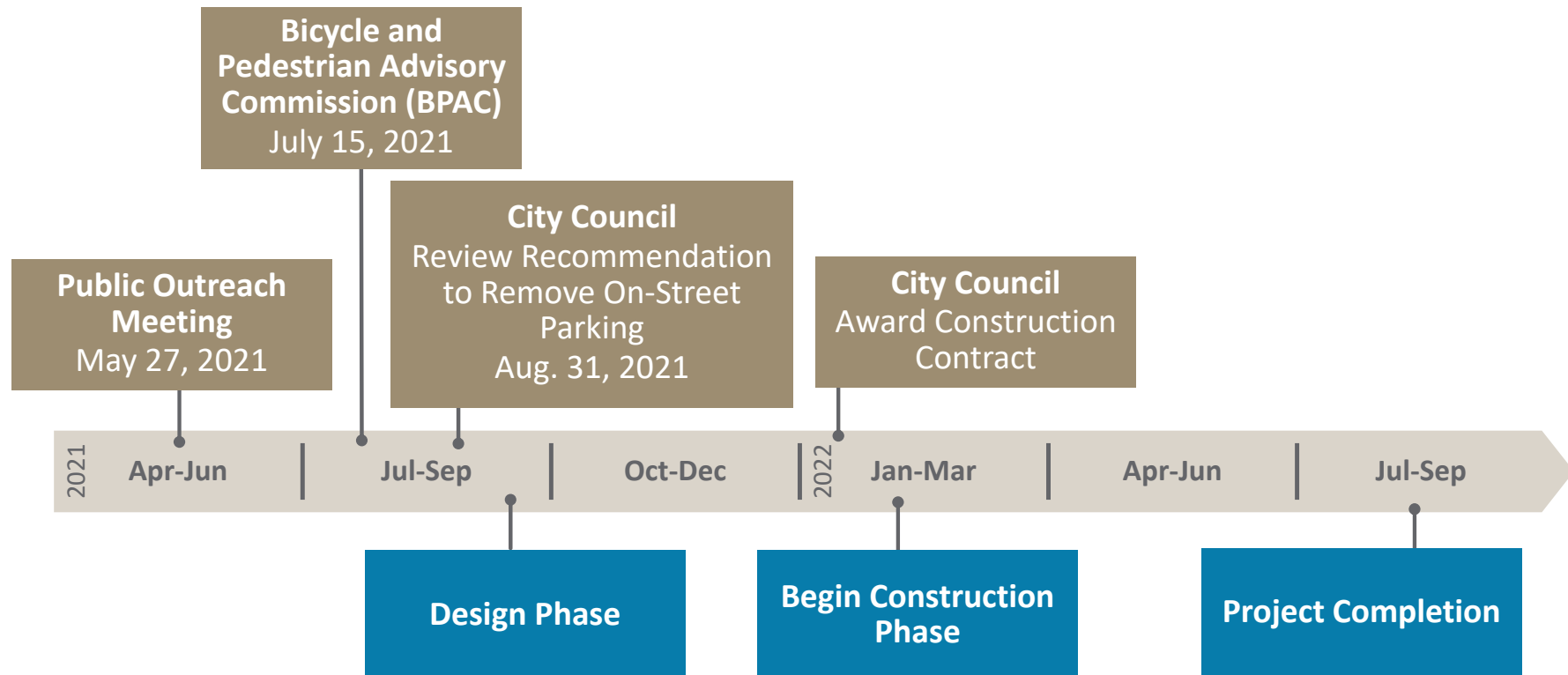
- Auto Repair Shops is currently using Willow Ave. as Storage
  - ◆ From observation – there are parking capacity on-site
  - ◆ Outreach to the Repair Shops
  - ◆ Encourage patrons and employees to park on-site
- Based on the analysis
  - ◆ Enough on-street parking capacity on the left side of Willow Ave. to accommodate parking demand from the residents within the neighborhood

## Conclusion

- Recommend to Remove On-street Parking on Right Side of Willow Ave.
- Install Class II/IIB Buffered Bicycle Lanes
- Improve Bicycle Access to the Train Station
- Provide people additional options beyond driving a vehicle
- Support the City's Climate Action Plan Goal to Reduce Vehicle Emission



## Willow Avenue Pedestrian and Bicycle Improvements Timeline



## Recommendation to City Council

### Considerations

- Alternative 1: Recommend to City Council to Remove On-Street Parking for the Northbound Direction on Willow Avenue between Reed Avenue and Aster Avenue and to Install Bicycle Lanes on Both Sides of the Street Per the Active Transportation Plan
- Alternative 2: Recommend to City Council to Maintain On-Street Parking for the Northbound Direction on Willow Avenue between Reed Avenue and Aster Avenue and Not to Install Bicycle Lanes on Both Sides of Willow Avenue

### Staff Recommendation

- Alternative 1: Recommend to City Council to Remove On-Street Parking for the Northbound Direction on Willow Avenue between Reed Avenue and Aster Avenue and to Install Bicycle Lanes on Both Sides of the Street Per the Active Transportation Plan

Thank You!



# City of Sunnyvale

## Excerpt Meeting Minutes - Final Bicycle and Pedestrian Advisory Commission

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Thursday, July 15, 2021

6:30 PM

Telepresence Meeting: City Web Stream

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### **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.

Chair Mehlinger called the meeting to order at 6:33 p.m. via teleconference.

### **ROLL CALL**

**Present** 5 - Chair Richard Mehlinger  
Vice Chair Leia Mehlman  
Commissioner Dan Hafeman  
Commissioner Timothy Oey  
Commissioner Mihir Paradkar  
**Absent** 1 - Commissioner Arwen Davé

### **PUBLIC HEARINGS/GENERAL BUSINESS**

- 3      [21-0658](#)      Recommend to City Council to Remove On-Street Parking for the Northbound Direction on Willow Avenue between Reed Avenue and Aster Avenue and to Install Bicycle Lanes on Both Sides of the Street Per the Active Transportation Plan

Chair Mehlinger called for a recess at 7:34 p.m. Chair Mehlinger reconvened the meeting at 7:40 p.m.

Alternative 1: Recommend to City Council to Remove On-Street Parking for the Northbound Direction on Willow Avenue between Reed Avenue and Aster Avenue and to Install Bicycle Lanes on Both Sides of the Street Per the Active Transportation Plan

Lillian Tsang, Principal Transportation Planner and Richard Chen, Project Design Manager gave a presentation on the Willow Avenue Bicycle and Pedestrian Improvements. Highlighting the following:

- Project Limits: Willow Avenue between Reed Avenue and Aster Avenue
- Lawrence Station Area Plan (LSAP)
- Adopted by City Council on December 6, 2016
- Key access route for pedestrians and bicyclists to access Lawrence Caltrain Station
- Design Goal
- Improve sidewalk gaps
- Proposed Class II Bicycle Lane
- Sunnyvale Active Transportation Plan which includes Bicycle Plan, Pedestrian Plan and Safe Routes to School Plan
- Caltrain Business Plan
- Willow Avenue - Pedestrian Improvements
- Reduce curb radius at the NW and NE corners
- Install ADA accessible, directional curb ramp for crossing Willow Avenue
- Install a crosswalk on Willow Avenue
- Willow Avenue - Bicycle Improvements
- Draft Lawrence Station Area Sense of Place Plan
- Willow Avenue and French Street Plan
- Willow Avenue On-Street Parking Study Area (Resident vs. Non-Resident Parking)
- Auto Repair Shops is currently using Willow Avenue as storage
- Enough on-street parking capacity on the left side of Willow Avenue to accommodate parking demand from the residents within the neighborhood
- Recommend to remove on-street parking on right side of Willow Avenue
- Install Class II/IIB Buffered Bicycle Lanes
- Improve Bicycle Access to the Train Station
- Provide people additional options beyond driving a vehicle
- Support the City's Climate Action Plan Goal to Reduce Vehicle Emission
- Willow Avenue Pedestrian and Bicycle Improvements Timeline

Recommendation to City Council Considerations:

- Alternative 1: Recommend to City Council to Remove On-Street Parking for the Northbound Direction on Willow Avenue between Reed Avenue and Aster Avenue and to Install Bicycle Lanes on Both Sides of the Street Per the Active Transportation Plan
- Alternative 2: Recommend to City Council to Maintain On-Street Parking for the Northbound Direction on Willow Avenue between Reed Avenue and Aster Avenue and Not to Install Bicycle Lanes on Both Sides of Willow Avenue



Recommendation to City Council Staff Recommendation:

- Alternative 1: Recommend to City Council to remove on-street parking for the northbound direction on Willow Avenue between Reed Avenue and Aster Avenue and to install bicycle lanes on both sides of the Street per the Active Transportation Plan

Chair Mehlinger opened for Public Comment.

Chair Mehlinger closed for Public Comment.

Commissioner Oey commented and asked about the following:

- What trucks or businesses are on French Street? Ms. Tsang stated some of the businesses include the supermarket in Santa Clara.
- What is the total traffic volume on French Street? Ms. Tsang stated they do not have any daily volumes for this location.
- Would like to see a left turn bike lane for turning into Lawrence Station
- What are Santa Clara's plans for their side on French Street? Ms. Tsang stated City of Santa Clara plans on leaving it as Class III with Sharrows because they do not plan on removing any on-street parking on their side.
- Is it an option to make it a bicycle boulevard treatment instead of a bike lane? Ms. Tsang stated having a buffered bicycle lane would be more helpful in guiding bicyclists as well as drivers to stay within the lane.
- Is it possible to put a door zone space? Ms. Tsang stated that this location has limited roadway width so there is no additional width for a wider parking lane.
- Concerned with bicyclists riding in the gutter
- Would like to see 10 foot or 11 foot wide lanes

Vice Chair Mehlman commented and asked about the following:

- Presuming there isn't a proposed Class IV bike lane in this area because of maintenance issues? Ms. Tsang stated Class IV Bike Lanes were proposed in longer corridors.
- Can there be a Buffered Bike Lane with a physical bump to alert vehicles rather than just paint? Mr. Ng stated staff would not recommend putting in any vertical elements along the buffered section.
- Can a HAWK Beacon be installed on Willow Avenue and Reed Avenue? Ms. Tsang stated HAWK Beacons are typically used at busier intersections.
- Doesn't feel it's safe enough for pedestrians coming from Reed Avenue onto Willow Avenue

- How does a cyclist make the turn into the Caltrain Station? Ms. Tsang stated that as a cyclist on a Class III with sharrow they are supposed to take the full lane.
- Concerned about the following: paint only and not having a physical barrier, cyclist egressing and ingressing into the Caltrain Station trying to make the left turn coming in/out, vehicles not yielding to pedestrians at Willow/Aster Avenue

Commissioner Davé commented and asked about the following:

- Is it a binary choice to have bike lanes on both sides or no bike lanes on either side? Ms. Tsang stated bicycles facilities cannot be provided on one side only. They must be provided on both sides of the street.
- Entrance to train station from Willow Avenue
- Will there be green paint on the roadway with the sharrows? Ms. Tsang stated the City does not combine green paint and sharrow markings together.
- Blind curve on Willow Avenue/French Street - need an indicator to alert vehicles that there are bicycles ahead

Commissioner Hafeman commented and asked about the following:

- Recommends north section to have a 5 foot bike lane with a 1 foot buffer or have a 10 1/2 foot travel lane and 5 1/2 foot bike lane with a 1 foot buffer.
- Blind corner at Caltrain Station
- Recommends not putting bumps in the buffer, could be bad for the cyclists

Chair Mehlinger commented and asked about the following:

- Has the City considered removing the sidewalk on the east side of Willow Avenue? Mr. Ng stated that the sidewalk is part of Lawrence Expressway's structural embankment.
- Would the City consider moving the crosswalk on Reed Avenue 10 feet north? Mr. Ng stated there are trade offs moving the crosswalk or keeping it at its current state. If it is moved it creates a shorter crosswalk but increases the likelihood of vehicles not seeing the pedestrian when turning onto Willow Avenue.
- No need for crosswalk improvement on Aster Avenue
- Would the City consider a crosswalk on Aster Avenue/Buttercup Terrace? Mr. Ng stated that the intersection was not brought up at any of the outreach meetings.
- Suggest "Bicycles May Use Full Lane" signs not "Share the Road" signs in the sharrows
- Suggest "No Stopping at Anytime" signs instead of "No Parking" along the bike lanes
- Suggest Class IIIB the whole way
- Was there a consideration for parking protection for the bike lane for Willow

Avenue? Mr. Ng stated that when the City starts implementing protected bike lane facilities, parking protected bike lane facilities is something that will be considered. Mr. Ng would not recommend them for this location.

- Would like to know if there is a way to prohibit nearby businesses from storing or working on vehicles on-street, or to prohibit the storage of RVs

Commissioner Oey commented and asked about the following:

- Suggest a shorter and more aligned crosswalk crossing Willow Avenue from the sidewalks so pedestrians don't have to turn to enter the crosswalk
- Challenges with protected bike lane facilities

Commissioner Hafeman commented on the following:

- Concerned with the curbs
- Concerned with the suggestion to implement parking protection for the bike lane

Commissioner Davé commented on the following:

- A huge sign accompanying sharrows that say "Share the Lane" helps a lot

Chair Mehlinger moved and Commissioner Oey seconded Alternative 1: Recommend to City Council to Remove On-Street Parking for the Northbound Direction on Willow Avenue between Reed Avenue and Aster Avenue and to Install Bicycle Lanes on Both Sides of the Street Per the Active Transportation Plan. Adding to study to reduce the turning radius at the Reed Avenue/Willow Avenue crosswalk.

Chair Mehlinger stated he feels this is the best alternative considering the constraints of the project timeline, the existing street configuration, and restrictions relating to local and state laws and this is the correct approach moving forward which will be an improvement for residents, cyclists and the community.

Commissioner Oey stated this alternative is better than the current situation.

The motion carried the following vote:

**Yes 6 -** Chair Mehlinger  
Vice Chair Mehlman  
Commissioner Davé  
Commissioner Hafeman  
Commissioner Oey  
Commissioner Paradkar

No 0



# City of Sunnyvale

## Agenda Item

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21-0162

Agenda Date: 8/31/2021

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### REPORT TO COUNCIL

#### SUBJECT

Appoint Applicants to the Bicycle and Pedestrian Advisory Commission and the Heritage Preservation Commission

#### APPOINTMENTS

The City has ten Council-appointed boards and commissions to recommend and advise City Council on specific policy-related issues for possible Council study and action, and to provide a forum and opportunity for broad community participation in the identification and prioritization of those issues. The term length for boards and commissions is four years, with staggered terms expiring June 30 of each year. Council makes appointments annually in May or June to fill seats with expiring terms to serve with an effective date of July 1. In addition, the Council fills vacancies as necessary quarterly throughout the year.

Pursuant to Council Policy 7.2.19 Boards and Commissions, appointments of board and commission members are placed on the City Council meeting agenda. When one or more Councilmembers participate via teleconference, the appointment process is conducted by Individual Candidate Votes: The Mayor will announce by board or commission each vacancy including its term, and then will read each applicant's name. Council will vote on each applicant. The candidate receiving the most affirmative votes and at least four affirmative votes, will be appointed. The process is repeated for each board or commission.

Resolving ties: Should a tie between the candidates receiving the most affirmative votes occur, the affected applicants will be voted on again. If a tie still remains, and the affected applicants each have received at least four affirmative votes, the Mayor would ask the City Attorney to draw the name of the person to be appointed.

Should no candidate receive at least four affirmative votes, the vacancy will remain.

Below is the list of current applicants, the applicants' preferences as indicated on their application (when the applicant has applied for more than one board or commission), and terms of appointments. Applicant information is available as attachments to the August 17 Council meeting packet and upon request from the Office of the City Clerk at [cityclerk@sunnyvale.ca.gov](mailto:cityclerk@sunnyvale.ca.gov) or 408-730-7483:

#### Bicycle and Pedestrian Advisory Commission (one term to 6/30/2022\*)

Ulrich (Alex) Bonne (Categories One & Two - 2nd preference; interviewed May 11, 2021)

Ronald Kundich (Categories One & Two - 2nd preference; interviewed May 11, 2021)

#### Heritage Preservation Commission (one term to 6/30/2024)

Sarosh Patel (only preference; interviewed August 17, 2021)

**Personnel Board (one term to 6/30/2025)**

The City received an application from Shantha Ranganathan; however, Ms. Ranganathan is unable to serve on the Personnel Board due to her employment with a public employer pursuant to Charter Section 1007.

\* Bicycle and Pedestrian Advisory Commission must have four Category One members (resident and registered voter of the City) and three Category Two members (contributing member of Parent Teacher Association, neighborhood association, principal/teacher from Sunnyvale schools); the balance of the current makeup is four Category One and two Category Two members.

Terms will be effective September 1, 2021. Following appointments, the staff liaison for each board or commission will provide a board/commission-specific orientation and each new member is required to take the Oath of Office, sign the Model of Excellence and attend the board and commission orientation hosted by the Office of the City Clerk. A ceremonial oath will be offered to all incoming members. Continuing vacancies will be scheduled for a future recruitment.

**EXISTING POLICY**

Council Policy 7.2.19 Boards and Commissions

Administrative Policy, Chapter 1, General Management, Article 15 Boards and Commissions

**ENVIRONMENTAL REVIEW**

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

**FISCAL IMPACT**

None.

**PUBLIC CONTACT**

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

**ALTERNATIVES**

1. Appoint commissioners from the applicants listed in this report.
2. Provide other direction to staff on how to proceed.

**STAFF RECOMMENDATION**

Staff makes no recommendation.

Prepared by: David Carnahan, City Clerk

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager



# City of Sunnyvale

## Agenda Item

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21-0737

Agenda Date: 8/31/2021

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### REPORT TO COUNCIL

#### SUBJECT

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 Avenue (APN: 165-20-017) and Approve Budget Modification No. 6 in the Amount of \$8,580,000

#### BACKGROUND

When the City of Sunnyvale was conducting public outreach for the grade separation project taking place at Mary Avenue and Evelyn Avenue, Edward Woodhall the owner of 970 W. Evelyn Avenue approached the City indicating that he is looking to retire and would be willing to sell his property to the City. Since the property at 970 W. Evelyn Avenue is required for all options that the City is considering for the design of the Mary Avenue grade separation project, Council directed staff to proceed with voluntary negotiations to acquire the property.

#### EXISTING POLICY

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

##### **Section 1: Acquisition of Real Property for Municipal Purposes**

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

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 California Environmental Quality Act (CEQA), Guidelines Section 15004(b)(1) provides that "[w]ith public projects, at the earliest feasible time, project sponsors shall incorporate environmental considerations into project conceptualization, design, and planning. CEQA compliance should be completed prior to acquisition of a site for a public project." Notwithstanding this general rule, however, Section 15004(b)(2)(a) provides that "agencies may designate a preferred site for CEQA review and may enter into land acquisition agreements when the agency has conditioned the agency's future use of the site on CEQA compliance." In this case, the property will not be used for the Mary Avenue grade separation until the CEQA process for that project is completed and the project is approved in compliance with CEQA. A condition to that effect has been included in staff's recommended actions.

**DISCUSSION**

The City is looking to purchase 970 W. Evelyn Avenue to use the property as part of the Mary Avenue Grade Separation Project (the "Project"). The Project will, among other benefits, reduce the risk of collisions between trains and pedestrians, bicyclists, and vehicles, and reduce congestion due to increased train activity thus creating a safer and more accessible community. The Project is currently in the preliminary design phase which is expected to be completed in early to mid-2022. Environmental studies and final design is anticipated to take approximately two years after that.

970 W. Evelyn Avenue is a 1.31-acre site, improved with a single-story single-tenant auto body building containing 20,240 square feet. The entire property is leased to Golden West Collision Center Inc. (the "Tenant") to operate an auto body shop. The building was built in 1979 and is kept in good condition.

The Tenant has an active lease that will be assigned to the City with an expiration date of June 30, 2025 and a current monthly rent of about \$32,000 net to the landlord, increasing annually by CPI. The Tenant is responsible for the maintenance of the property except for structural repairs that include the foundation, exterior walls, exterior roof and the replacement of any component of the mechanical system that can't be reasonably repaired by the Tenant. The Tenant waived their right to first refusal, as they could not match the negotiated terms. There is no termination for convenience clause however the end of the lease works for the timelines of the Project.

**Fundamental Terms and Conditions:**

- Purchase price: \$8,500,000.
- Property sold in "as-is" condition.
- Initial deposit: \$100,000 payable within 5 days of a fully executed agreement.
- Close of Escrow: 15 days after removal of contingencies.

The City completed an appraisal report and reviewed a preliminary title report, no concerns were identified. A phase I environmental review and assessment will be completed during the 30-day contingency period.

**FISCAL IMPACT**

The purchase price is \$8,500,000 and the estimated closing costs and expenses are around \$80,000. Funding is from the Capital Projects Fund - Transportation Impact Fee Sub-fund as the acquisition is part of the cost for the grade separation project. Rental revenue from the property lease will also be deposited to the Transportation Impact Fee Sub-fund.

Staff recommends approval of Budget Modification No. 6 to create a new project to appropriate \$8,580,000 to fund this acquisition.



**Budget Modification No. 6  
FY 2021/22**

	Current	Increase/ (Decrease)	Revised
<b><u>Capital Projects Fund -</u></b>			
<b><u>Transportation Impact</u></b>			
<b><u>Fee Sub-fund</u></b>			
<b><u>Expenditures</u></b>			
New Project - Acquisition of \$ 0 970 W. Evelyn Ave.		\$ 8,580,000	\$ 8,580,000
<b><u>Reserves</u></b>			
Capital Reserve	\$ 43,662,356	(\$ 8,580,000)	\$ 35,082,356

**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 the Purchase and Sale Agreement, in substantially the same form as Attachment 1 to the report, and any other necessary documents for the purchase of real property located at 970 W. Evelyn Avenue for \$8,500,000, approve Budget Modification No. 6 in the amount of \$8,580,000 and sign any lease documents to transfer the lease to the City or extend it until the Project starts, and direct that the property not be used for the purposes of the Mary Avenue grade separation until CEQA review for that project has been completed and the project is approved in compliance with CEQA.
2. Direct staff to negotiate different terms with Edward W. and Kathryn A. Woodhall Trust as determined by Council.
3. Do not approve the Purchase and Sale Agreement between the City of Sunnyvale and Edward W. and Kathryn A. Woodhall Trust, and the City does not purchase 970 W. Evelyn Avenue

**STAFF RECOMMENDATION**

Alternative 1: Authorize the City Manager to execute the Purchase and Sale Agreement, in substantially the same form as Attachment 1 to the report, and any other necessary documents for the purchase of real property located at 970 W. Evelyn Avenue for \$8,500,000, approve Budget Modification No. 6 in the amount of \$8,580,000 and sign any lease documents to transfer the lease to the City or extend it until the Project starts and direct that the property not be used for the purposes of the Mary Avenue grade separation until CEQA review for that project has been completed and the project is approved in compliance with CEQA.

Prepared by: Sherine Nafie, City Property Administrator

Reviewed by: Tim Kirby, Director of Finance

Reviewed by: Chip Taylor, Director, Public Works

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

**ATTACHMENTS**

1. Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate "Purchase and Sale Agreement"
2. Standard Estoppel Certificate - By Lessee



STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS  
FOR PURCHASE OF REAL ESTATE  
(Non-Residential)

Dated: June 29, 2021

1. Buyer.

1.1 City of Sunnyvale , ("Buyer") hereby offers to purchase the real property, hereinafter described, from the owner thereof ("Seller") (collectively, the "Parties" or individually, a "Party"), through an escrow ("Escrow") to close ~~30 or~~ 15 days after the waiver or satisfaction of the Buyer's Contingencies, ("Expected Closing Date") to be held by First American Title National Commercial Services of Northern California ("Escrow Holder") whose address is 333 West Santa Clara Street, Suite 220, San Jose, California 95113 , Phone No. (408) 451-7801 , Facsimile No. (408) 451-7836 upon the terms and conditions set forth in this agreement ("Agreement"). Buyer shall have the right to assign Buyer's rights hereunder, but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.

1.2 The term "**Date of Agreement**" as used herein shall be the date when by execution and delivery (as defined in paragraph 20.2) of this document or a subsequent counteroffer thereto, Buyer and Seller have reached agreement in writing whereby Seller agrees to sell, and Buyer agrees to purchase, the Property upon terms accepted by both Parties.

2. Property.

2.1 The real property ("**Property**") that is the subject of this offer consists of (insert a brief physical description) an approximate 20,240 square foot commercial building situated on an approximate 1.31 acre parcel of land is located in the County of Santa Clara , is commonly known as (street address, city, state, zip) 970 West Evelyn Avenue, Sunnyvale, California 94086 and is legally described as: (Per Preliminary Title Report) (APN: 165-20-017 ).

2.2 If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of First American Title National Commercial Services of Northern California ("**Title Company**"), which shall issue the title policy hereinafter described.

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: electrical distribution systems (power panel, bus ducting, conduits, disconnects, lighting fixtures); telephone distribution systems (lines, jacks and connections only); space heaters; heating, ventilating, air conditioning equipment ("**HVAC**"); air lines; fire sprinkler systems; security and fire detection systems; carpets; window coverings; wall coverings; and        (collectively, the "**Improvements**").

2.4 The fire sprinkler monitor: ☐ is owned by Seller and included in the Purchase Price, ☐ is leased by Seller, and Buyer will need to negotiate a new lease with the fire monitoring company, ☒ ownership will be determined during Escrow, or ☐ there is no fire sprinkler monitor.

2.5 Except as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and furnishings, and        all of which shall be removed by Seller prior to Closing.

3. Purchase Price.

3.1 The purchase price ("**Purchase Price**") to be paid by Buyer to Seller for the Property shall be \$8,500,000.00 , payable as follows:  
(Strike any not applicable)

~~(a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price);~~

~~(b) Amount of "New Loan" as defined in paragraph 5.1, if any;~~

~~(c) Buyer shall take title to the Property subject to and/or assume the following existing deed(s) of trust ("Existing Deed(s) of Trust") securing the existing promissory note(s) ("Existing Note(s)");~~

~~(i) An Existing Note ("First Note") with an unpaid principal balance as of the Closing of approximately:~~

~~Said First Note is payable at        per month, including interest at the rate of        % per annum until paid (and/or the entire unpaid balance is due on        ).~~

~~(ii) An Existing Note ("Second Note") with an unpaid principal balance as of the Closing of approximately:~~

~~Said Second Note is payable at        per month, including interest at the rate of        % per annum until paid (and/or the entire unpaid balance is due on        ).~~

~~(d) Buyer shall give Seller a deed of trust ("Purchase Money Deed of Trust") on the property, to secure the promissory note of Buyer to Seller described in paragraph 6 ("Purchase Money Note") in the amount of:~~

Total Purchase Price: \$8,500,000.00

3.2 If Buyer is taking title to the Property subject to, or assuming, an Existing Deed of Trust and such deed of trust permits the beneficiary to demand payment of fees including, but not limited to, points, processing fees, and appraisal fees as a condition to the transfer of the Property, Buyer agrees to pay such fees up to a maximum of 1.5% of the unpaid principal balance of the applicable Existing Note.

4. Deposits.

4.1 ~~☐ Buyer has delivered to Broker a check in the sum of        , payable to Escrow Holder, to be delivered by Broker to Escrow Holder within 2 or        business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder, or ☐ within 2 or 5 business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder~~ Buyer shall deliver to Escrow Holder a check in the sum of \$100,000.00 . If said check is not received by Escrow Holder within said time period then Seller may elect to unilaterally terminate this transaction by giving written notice of such election to Escrow Holder whereupon neither Party shall have any further liability to the other under this Agreement. Should Buyer and Seller not enter into an agreement for purchase and sale, Buyer's check or funds shall, upon request by Buyer, be promptly returned to Buyer.

4.2 Additional deposits:

(a) Within 5 business days after the Date of Agreement, Buyer shall deposit with Escrow Holder the additional sum of        to be applied to the Purchase Price at the Closing.

(b) Within 5 business days after the contingencies discussed in paragraph 9.1 (a) through (m) are approved or waived, Buyer shall deposit with Escrow Holder the additional sum of N/A to be applied to the Purchase Price at the Closing.

(c) If an Additional Deposit is not received by Escrow Holder within the time period provided then Seller may notify Buyer, Escrow Holder, and Brokers, in writing that, unless the Additional Deposit is received by Escrow Holder within 2 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

4.3 Escrow Holder shall deposit the funds deposited with it by Buyer pursuant to paragraphs 4.1 and 4.2 (collectively the "**Deposit**"), in a State or Federally chartered bank in an interest bearing account whose term is appropriate and consistent with the timing requirements of this transaction. The interest therefrom shall accrue to the benefit of Buyer, who hereby acknowledges that there may be penalties or interest forfeitures if the applicable instrument is redeemed prior to its specified maturity. Buyer's Federal Tax Identification Number is (To be provided, if any) . NOTE: Such interest bearing account cannot be opened until Buyer's Federal Tax Identification Number is provided.

4.4 Notwithstanding the foregoing, within 5 days after Escrow Holder receives the monies described in paragraph 4.1 above, Escrow Holder shall release \$100

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of said monies to Seller as and for independent consideration for Seller's' execution of this Agreement and the granting of the contingency period to Buyer as herein provided. Such independent consideration is non-refundable to Buyer but shall be credited to the Purchase Price in the event that the purchase of the Property is completed.

4.5 Upon waiver of all of Buyer's contingencies the Deposit shall become non-refundable but applicable to the Purchase Price except in the event of a Seller breach, or in the event that the Escrow is terminated pursuant to the provisions of Paragraph 9.1(n) (Destruction, Damage or Loss) or 9.1(o) (Material Change).

~~5. Financing Contingency. (Strike if not applicable)~~

~~5.1 This offer is contingent upon Buyer obtaining from an insurance company, financial institution or other lender, a commitment to lend to Buyer a sum equal to at least \_\_\_\_% of the Purchase Price, on terms acceptable to Buyer. Such loan ("New Loan") shall be secured by a first deed of trust or mortgage on the Property. If this Agreement provides for Seller to carry back junior financing, then Seller shall have the right to approve the terms of the New Loan. Seller shall have 7 days following receipt of the commitment setting forth the proposed terms of the New Loan to approve or disapprove of such proposed terms. If Seller fails to notify Escrow Holder, in writing, of the disapproval within said 7 days it shall be conclusively presumed that Seller has approved the terms of the New Loan.~~

~~5.2 If Buyer shall fail to notify its Broker, Escrow Holder and Seller, in writing within \_\_\_\_ days following the Date of Agreement, that the New Loan has not been obtained, it shall be conclusively presumed that Buyer has either obtained said New Loan or has waived this New Loan contingency.~~

~~5.3 If Buyer shall notify its Broker, Escrow Holder and Seller, in writing, within the time specified in paragraph 5.2 hereof, that Buyer has not obtained said New Loan, this Agreement shall be terminated, and Buyer shall be entitled to the prompt return of the Deposit, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which Buyer shall pay.~~

~~6. Seller Financing. (Purchase Money Note). (Strike if not applicable)~~

~~6.1 If Seller approves Buyer's financials (see paragraph 6.5) the Purchase Money Note shall provide for interest on unpaid principal at the rate of \_\_\_\_% per annum, with principal and interest paid as follows: \_\_\_\_\_. The Purchase Money Note and Purchase Money Deed of Trust shall be on the current forms commonly used by Escrow Holder, and be junior and subordinate only to the Existing Note(s) and/or the New Loan expressly called for by this Agreement.~~

~~6.2 The Purchase Money Note and/or the Purchase Money Deed of Trust shall contain provisions regarding the following (see also paragraph 10.3 (b)):~~

~~(a) Prepayment. Principal may be prepaid in whole or in part at any time without penalty, at the option of the Buyer.~~

~~(b) Late Charge. A late charge of 6% shall be payable with respect to any payment of principal, interest, or other charges, not made within 10 days after it is due.~~

~~(c) Due On Sale. In the event the Buyer sells or transfers title to the Property or any portion thereof, then the Seller may, at Seller's option, require the entire unpaid balance of said Note to be paid in full.~~

~~6.3 If the Purchase Money Deed of Trust is to be subordinate to other financing, Escrow Holder shall, at Buyer's expense prepare and record on Seller's behalf a request for notice of default and/or sale with regard to each mortgage or deed of trust to which it will be subordinate.~~

~~6.4 WARNING: CALIFORNIA LAW DOES NOT ALLOW DEFICIENCY JUDGEMENTS ON SELLER FINANCING. IF BUYER ULTIMATELY DEFAULTS ON THE LOAN, SELLER'S SOLE REMEDY IS TO FORECLOSE ON THE PROPERTY.~~

~~6.5 Seller's obligation to provide financing is contingent upon Seller's reasonable approval of Buyer's financial condition. Buyer to provide a current financial statement and copies of its Federal tax returns for the last 3 years to Seller within 10 days following the Date of Agreement. Seller has 10 days following receipt of such documentation to satisfy itself with regard to Buyer's financial condition and to notify Escrow Holder as to whether or not Buyer's financial condition is acceptable. If Seller fails to notify Escrow Holder, in writing, of the disapproval of this contingency within said time period, it shall be conclusively presumed that Seller has approved Buyer's financial condition. If Seller is not satisfied with Buyer's financial condition or if Buyer fails to deliver the required documentation then Seller may notify Escrow Holder in writing that Seller Financing will not be available, and Buyer shall have the option, within 10 days of the receipt of such notice, to either terminate this transaction or to purchase the Property without Seller financing. If Buyer fails to notify Escrow Holder within said time period of its election to terminate this transaction then Buyer shall be conclusively presumed to have elected to purchase the Property without Seller financing. If Buyer elects to terminate, Buyer's Deposit shall be refunded less Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation.~~

7. Real Estate Brokers.

7.1 Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this transaction with the following real estate broker(s) ("Brokers") and/or their agents ("Agent(s)"):

Seller's Brokerage Firm Colliers Parrish International, Inc., dba Colliers International License No. 00490878 is the broker of (check one): ☒ the Seller; or ☐ both the Buyer and Seller (dual agent).

Seller's Agent David Schmidt, SIOR License No. 00821451 is (check one): ☒ the Seller's Agent (salesperson or broker associate); or ☐ both the Seller's Agent and the Buyer's Agent (dual agent).

Buyer's Brokerage Firm N/A License No. N/A is the broker of (check one): ☐ the Buyer; or ☐ both the Buyer and Seller (dual agent).

Buyer's Agent N/A License No. N/A is (check one): ☐ the Buyer's Agent (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent (dual agent).

The Parties acknowledge that other than the Brokers and Agents listed above, there are no other brokers or agents representing the Parties or due any fees and/or commissions under this Agreement. Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.

7.2 Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm, broker, agent or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers and Agents named in paragraph 7.1, and no broker, agent or other person, firm or entity, other than said Brokers and Agents is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, agent, finder or other similar party, other than said named Brokers and Agents by reason of any dealings or act of the indemnifying Party.

8. Escrow and Closing.

8.1 Upon acceptance hereof by Seller, this Agreement, including any counteroffers incorporated herein by the Parties, shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further escrow instructions restating or amending the Agreement unless specifically so instructed by the Parties or a Broker herein. Subject to the reasonable approval of the Parties, Escrow Holder may, however, include its standard general escrow provisions. In the event that there is any conflict between the provisions of the Agreement and the provisions of any additional escrow instructions the provisions of the Agreement shall prevail as to the Parties and the Escrow Holder.

8.2 As soon as practical after the receipt of this Agreement and any relevant counteroffers, Escrow Holder shall ascertain the Date of Agreement as defined in paragraphs 1.2 and 20.2 and advise the Parties and Brokers, in writing, of the date ascertained.

8.3 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law and custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located shall prevail.

8.4 Subject to satisfaction of the contingencies herein described, Escrow Holder shall close this escrow (the "Closing") by recording a general warranty deed (a grant deed in California) and the other documents required to be recorded, and by disbursing the funds and documents in accordance with this Agreement.

~~8.5 Buyer and Seller shall each pay one-half of the Escrow Holder's charges and Seller shall pay the usual recording fees and any required documentary transfer taxes. Seller shall pay the premium for a standard coverage owner's or joint protection policy of title insurance.~~ escrow and tiles fees as per custom of the County of Santa Clara. (See also paragraph 11.)

8.6 Escrow Holder shall verify that all of Buyer's contingencies have been satisfied or waived prior to Closing. The matters contained in paragraphs 9.1 subparagraphs (b), (c), (d), (e), (g), (i), (n), and (o), 9.4, 12, 13, 14, 16, 18, 20, 21, 22, and 24 are, however, matters of agreement between the Parties only and are not instructions to Escrow Holder.

8.7 If this transaction is terminated for non-satisfaction and non-waiver of a Buyer's Contingency, as defined in paragraph 9.2 or disapproval of any other matter subject to Buyer's approval, then neither of the Parties shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Agreement. In the event of such termination, Buyer shall, subject to the provisions of paragraph 8.10, be promptly refunded all funds deposited by Buyer with Escrow Holder, less only the \$100 provided for in paragraph 4.4 and the Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation. If this transaction is terminated as a result of Seller's breach of this Agreement then Seller shall pay the Title Company and Escrow Holder cancellation fees and costs.

8.8 The Closing shall occur on the Expected Closing Date, or as soon thereafter as the Escrow is in condition for Closing; provided, however, that if the Closing

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OFA-20.20, Revised 10-22-2020

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does not occur by the Expected Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in default under this Agreement may notify the other Party, Escrow Holder, and Brokers, in writing that, unless the Closing occurs within 5 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

8.9 Except as otherwise provided herein, the termination of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and costs or constitute a waiver, release or discharge of any breach or default that has occurred in the performance of the obligations, agreements, covenants or warranties contained therein.

8.10 If this Escrow is terminated for any reason other than Seller's breach or default, then as a condition to the return of Buyer's deposit, Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property.

9. Contingencies to Closing.

9.1 The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies. **IF BUYER FAILS TO NOTIFY ESCROW HOLDER, IN WRITING, OF THE DISAPPROVAL OF ANY OF SAID CONTINGENCIES WITHIN THE TIME SPECIFIED THEREIN, IT SHALL BE CONCLUSIVELY PRESUMED THAT BUYER HAS APPROVED SUCH ITEM, MATTER OR DOCUMENT.** Buyer's conditional approval shall constitute disapproval, unless provision is made by the Seller within the time specified therefore by the Buyer in such conditional approval or by this Agreement, whichever is later, for the satisfaction of the condition imposed by the Buyer. Escrow Holder shall promptly provide all Parties with copies of any written disapproval or conditional approval which it receives. With regard to subparagraphs (a) through (m) the pre-printed time periods shall control unless a different number of days is inserted in the spaces provided.

(a) *Disclosure.* Seller shall make to Buyer, through Escrow, all of the applicable disclosures required by law (See AIR CRE ("**AIR**") standard form entitled "**Seller's Mandatory Disclosure Statement**") and provide Buyer with a completed Property Information Sheet ("**Property Information Sheet**") concerning the Property, duly executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within 10 or \_\_\_\_ days following the Date of Agreement. Buyer has 10 days from the receipt of said disclosures to approve or disapprove the matters disclosed.

(b) *Physical Inspection.* Buyer has 10 or 30 days following ~~the receipt of the Property Information Sheet or~~ the Date of Agreement, ~~whichever is later,~~ to satisfy itself with regard to the physical aspects and size of the Property.

(c) *Hazardous Substance Conditions Report.* Buyer has 30 or \_\_\_\_ days following ~~the receipt of the Property Information Sheet or~~ the Date of Agreement, ~~whichever is later,~~ to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. A "**Hazardous Substance**" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "**Hazardous Substance Condition**" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local law.

(d) *Soil Inspection.* Buyer has 30 or \_\_\_\_ days following ~~the receipt of the Property Information Sheet or~~ the Date of Agreement, ~~whichever is later,~~ to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any soils report that Seller may have within 10 days following the Date of Agreement.

(e) *Governmental Approvals.* Buyer has 30 or \_\_\_\_ days following the Date of Agreement to satisfy itself with regard to approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, handicapped and Americans with Disabilities Act requirements, transportation and environmental matters.

(f) *Conditions of Title.* Escrow Holder shall cause a current commitment for title insurance ("**Title Commitment**") concerning the Property issued by the Title Company, as well as legible copies of all documents referred to in the Title Commitment ("**Underlying Documents**"), and a scaled and dimensioned plot showing the location of any easements to be delivered to Buyer within 10 or \_\_\_\_ days following the Date of Agreement. Buyer has 10 days from the receipt of the Title Commitment, the Underlying Documents and the plot plan to satisfy itself with regard to the condition of title. The disapproval by Buyer of any monetary encumbrance, which by the terms of this Agreement is not to remain against the Property after the Closing, shall not be considered a failure of this contingency, as Seller shall have the obligation, at Seller's expense, to satisfy and remove such disapproved monetary encumbrance at or before the Closing.

(g) *Survey.* Buyer has 30 or \_\_\_\_ days following the receipt of the Title Commitment and Underlying Documents to satisfy itself with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("**ALTA**") standards for an owner's policy by a licensed surveyor, showing the legal description and boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within 10 feet of either side of the Property boundary lines. Any such survey shall be prepared at Buyer's direction and expense. If Buyer has obtained a survey and approved the ALTA title supplement, Buyer may elect within the period allowed for Buyer's approval of a survey to have an ALTA extended coverage owner's form of title policy, in which event Buyer shall pay any additional premium attributable thereto.

(h) *Existing Leases and Tenancy Statements.* Seller shall within 10 or \_\_\_\_ days following the Date of Agreement provide both Buyer and Escrow Holder with legible copies of all leases, subleases or rental arrangements (collectively, "**Existing Leases**") affecting the Property, and with a tenancy statement ("**Estoppel Certificate**") in the latest form or equivalent to that published by the AIR, executed by Seller and/or each tenant and subtenant of the Property. Seller shall use its best efforts to have each tenant complete and execute an Estoppel Certificate. If any tenant fails or refuses to provide an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate for that tenancy. Buyer has 10 days from the receipt of said Existing Leases and Estoppel Certificates to satisfy itself with regard to the Existing Leases and any other tenancy issues.

~~(i) *Owner's Association.* Seller shall within 10 or \_\_\_\_ days following the Date of Agreement provide Buyer with a statement and transfer package from any owner's association servicing the Property. Such transfer package shall at a minimum include: copies of the association's bylaws, articles of incorporation, current budget and financial statement. Buyer has 10 days from the receipt of such documents to satisfy itself with regard to the association.~~

(j) *Other Agreements.* Seller shall within 10 or \_\_\_\_ days following the Date of Agreement provide Buyer with legible copies of all other agreements ("**Other Agreements**") known to Seller that will affect the Property after Closing. Buyer has 10 days from the receipt of said Other Agreements to satisfy itself with regard to such Agreements.

~~(k) *Financing.* If paragraph 5 hereof dealing with a financing contingency has not been stricken, the satisfaction or waiver of such New Loan contingency.~~

~~(l) *Existing Notes.* If paragraph 3.1(c) has not been stricken, Seller shall within 10 or \_\_\_\_ days following the Date of Agreement provide Buyer with legible copies of the Existing Notes, Existing Deeds of Trust and related agreements (collectively, "**Loan Documents**") to which the Property will remain subject after the Closing. Escrow Holder shall promptly request from the holders of the Existing Notes a beneficiary statement ("**Beneficiary Statement**") confirming: (1) the amount of the unpaid principal balance, the current interest rate, and the date to which interest is paid, and (2) the nature and amount of any impounds held by the beneficiary in connection with such loan. Buyer has 10 or \_\_\_\_ days following the receipt of the Loan Documents and Beneficiary Statements to satisfy itself with regard to such financing. Buyer's obligation to close is conditioned upon Buyer being able to purchase the Property without acceleration or change in the terms of any Existing Notes or charges to Buyer except as otherwise provided in this Agreement or approved by Buyer, provided, however, Buyer shall pay the transfer fee referred to in paragraph 3.2 hereof. Likewise if Seller is to carry back a Purchase Money Note then Seller shall within 10 or \_\_\_\_ days following the Date of Agreement provide Buyer with a copy of the proposed Purchase Money Note and Purchase Money Deed of Trust. Buyer has 10 or \_\_\_\_ days following the receipt of such documents to satisfy itself with regard to the form and content thereof.~~

(m) *Personal Property.* In the event that any personal property is included in the Purchase Price, Buyer has 10 or \_\_\_\_ days following the Date of Agreement to satisfy itself with regard to the title condition of such personal property. Seller recommends that Buyer obtain a UCC-1 report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any liens or encumbrances affecting such personal property that it is aware of within 10 or \_\_\_\_ days following the Date of Agreement.

(n) *Destruction, Damage or Loss.* Subsequent to the Date of Agreement and prior to Closing there shall not have occurred a destruction of, or damage or loss to, the Property or any portion thereof, from any cause whatsoever, which would cost more than \$10,000.00 to repair or cure. If the cost of repair or cure is \$10,000.00 or less, Seller shall repair or cure the loss prior to the Closing. Buyer shall have the option, within 10 days after receipt of written notice of a loss costing more than \$10,000.00 to repair or cure, to either terminate this Agreement or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price. If the cost to repair or cure is more than \$10,000.00, and Buyer does not elect to terminate this Agreement, Buyer shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior to Closing.

(o) *Material Change.* Buyer shall have 10 days following receipt of written notice of a Material Change within which to satisfy itself with regard to such change. "**Material Change**" shall mean a substantial adverse change in the use, occupancy, tenants, title, or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the Closing.

(p) *Seller Performance.* The delivery of all documents and the due performance by Seller of each and every undertaking and agreement to be performed by Seller under this Agreement.

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(q) *Brokerage Fee.* Payment at the Closing of such brokerage fee as is specified in this Agreement or later written instructions to Escrow Holder executed by Seller and Brokers ("**Brokerage Fee**"). It is agreed by the Parties and Escrow Holder that Brokers are a third party beneficiary of this Agreement insofar as the Brokerage Fee is concerned, and that no change shall be made with respect to the payment of the Brokerage Fee specified in this Agreement, without the written consent of Brokers.

9.2 All of the contingencies specified in subparagraphs (a) through (m) of paragraph 9.1 are for the benefit of, and may be waived by, Buyer, and may be elsewhere herein referred to as "**Buyer's Contingencies.**"

9.3 If any of Buyer's Contingencies or any other matter subject to Buyer's approval is disapproved as provided for herein in a timely manner ("**Disapproved Item**"), Seller shall have the right within 10 days following the receipt of notice of Buyer's disapproval to elect to cure such Disapproved Item prior to the Expected Closing Date ("**Seller's Election**"). Seller's failure to give to Buyer within such period, written notice of Seller's commitment to cure such Disapproved Item on or before the Expected Closing Date shall be conclusively presumed to be Seller's Election not to cure such Disapproved Item. If Seller elects, either by written notice or failure to give written notice, not to cure a Disapproved Item, Buyer shall have the right, within 10 days after Seller's Election to either accept title to the Property subject to such Disapproved Item, or to terminate this Agreement. Buyer's failure to notify Seller in writing of Buyer's election to accept title to the Property subject to the Disapproved Item without deduction or offset shall constitute Buyer's election to terminate this Agreement. The above time periods only apply once for each Disapproved Item. Unless expressly provided otherwise herein, Seller's right to cure shall not apply to the remediation of Hazardous Substance Conditions or to the Financing Contingency. Unless the Parties mutually instruct otherwise, if the time periods for the satisfaction of contingencies or for Seller's and Buyer's elections would expire on a date after the Expected Closing Date, the Expected Closing Date shall be deemed extended for 3 business days following the expiration of: (a) the applicable contingency period(s), (b) the period within which the Seller may elect to cure the Disapproved Item, or (c) if Seller elects not to cure, the period within which Buyer may elect to proceed with this transaction, whichever is later.

9.4 The Parties acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or users of real property for the investigation and remediation of Hazardous Substances. The determination of the existence of a Hazardous Substance Condition and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Brokers. The Parties acknowledge that they have been advised by Brokers to consult their own technical and legal experts with respect to the possible presence of Hazardous Substances on the Property or adjoining properties, and Buyer and Seller are not relying upon any investigation by or statement of Brokers with respect thereto. The Parties hereby assume all responsibility for the impact of such Hazardous Substances upon their respective interests herein.

**10. Documents and Other Items Required at or Before Closing.**

10.1 Five days prior to the Closing date Escrow Holder shall obtain an updated Title Commitment concerning the Property from the Title Company and provide copies thereof to each of the Parties.

10.2 Seller shall deliver to Escrow Holder in time for delivery to Buyer at the Closing:

(a) Grant or general warranty deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.

(b) If applicable, the Beneficiary Statements concerning Existing Note(s).

(c) If applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer. The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.

(d) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.

(e) If the Property is located in California, an affidavit executed by Seller to the effect that Seller is not a "nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.

(f) If applicable, a bill of sale, duly executed, conveying title to any included personal property to Buyer.

(g) If the Seller is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the sale of the Property.

10.3 Buyer shall deliver to Seller through Escrow:

(a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder in immediately collectable funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date provided, however, that Buyer shall not be required to deposit such monies into Escrow if at the time set for the deposit of such monies Seller is in default or has indicated that it will not perform any of its obligations hereunder. Instead, in such circumstances in order to reserve its rights to proceed Buyer need only provide Escrow with evidence establishing that the required monies were available.

(b) If a Purchase Money Note and Purchase Money Deed of Trust are called for by this Agreement, the duly executed originals of those documents, the Purchase Money Deed of Trust being in recordable form, together with evidence of fire insurance on the improvements in the amount of the full replacement cost naming Seller as a mortgage loss payee, and a real estate tax service contract (at Buyer's expense), assuring Seller of notice of the status of payment of real property taxes during the life of the Purchase Money Note.

(c) The Assignment and Assumption of Lessor's Interest in Lease form specified in paragraph 10.2(c) above, duly executed by Buyer.

(d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.

(e) If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.

(f) If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.

10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title insurance effective as of the Closing, issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to the exceptions approved by Buyer. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy insuring both Buyer and Seller.

**IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.**

**11. Prorations and Adjustments.**

11.1 *Taxes.* Applicable real property taxes and special assessment bonds shall be prorated through Escrow as of the date of the Closing, based upon the latest tax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any supplemental bill.

11.2 *Insurance.* **WARNING:** Any insurance which Seller may have maintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to cover the Property.

11.3 *Rentals, Interest and Expenses.* Scheduled rentals, interest on Existing Notes, utilities, and operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.

11.4 *Security Deposit.* Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing.

11.5 *Post Closing Matters.* Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined.

11.6 *Variations in Existing Note Balances.* In the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpaid principal balance of such Existing Note(s) at the closing will be more or less than the amount set forth in paragraph 3.1(c) hereof ("**Existing Note Variation**"), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(a) shall be reduced or increased by the amount of such Existing Note Variation.

11.7 *Variations in New Loan Balance.* In the event Buyer is obtaining a New Loan and the amount ultimately obtained exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, if any, shall be reduced by the amount of such excess.

11.8 *Owner's Association Fees.* Escrow Holder shall: (i) bring Seller's account with the association current and pay any delinquencies or transfer fees from Seller's proceeds, and (ii) pay any up front fees required by the association from Buyer's funds.

**12. Representations and Warranties of Seller and Disclaimers.**

12.1 Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of 3 years, and any lawsuit or action based upon them must be commenced within such time period. Seller's warranties and representations are true, material and relied upon by Buyer and Brokers in all respects. Seller hereby makes the following warranties and representations to Buyer and Brokers:

(a) *Authority of Seller.* Seller is the owner of the Property and/or has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder.

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- (b) *Maintenance During Escrow and Equipment Condition At Closing.* Except as otherwise provided in paragraph 9.1(n) hereof, Seller shall maintain the Property until the Closing in its present condition, ordinary wear and tear excepted.
- (c) *Hazardous Substances/Storage Tanks.* Seller has no knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Substance, nor of the existence or prior existence of any above or below ground storage tank.
- (d) *Compliance.* Except as otherwise disclosed in writing, Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on the Property.
- (e) *Changes in Agreements.* Prior to the Closing, Seller will not violate or modify any Existing Lease or Other Agreement, or create any new leases or other agreements affecting the Property, without Buyer's written approval, which approval will not be unreasonably withheld.
- (f) *Possessory Rights.* Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.
- (g) *Mechanics' Liens.* There are no unsatisfied mechanics' or materialmen's lien rights concerning the Property.
- (h) *Actions, Suits or Proceedings.* Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or utilize same.
- (i) *Notice of Changes.* Seller will promptly notify Buyer and Brokers in writing of any Material Change (see paragraph 9.1(o)) affecting the Property that becomes known to Seller prior to the Closing.
- (j) *No Tenant Bankruptcy Proceedings.* Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency proceeding.
- (k) *No Seller Bankruptcy Proceedings.* Seller is not the subject of a bankruptcy, insolvency or probate proceeding.
- (l) *Personal Property.* Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.

12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property. The Parties acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party hereto.

12.3 In the event that Buyer learns that a Seller representation or warranty might be untrue prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer waives any right that it may have to bring an action or proceeding against Seller or Brokers regarding said representation or warranty.

12.4 Any environmental reports, soils reports, surveys, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk. Seller believes said documents to be accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

13. Possession.

Possession of the Property shall be given to Buyer at the Closing subject to the rights of tenants under Existing Leases.

14. Buyer's Entry.

At any time during the Escrow period, Buyer, and its agents and representatives, shall have the right at reasonable times and subject to rights of tenants, to enter upon the Property for the purpose of making inspections and tests specified in this Agreement. No destructive testing shall be conducted, however, without Seller's prior approval which shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the re-compaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith.

15. Further Documents and Assurances.

The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company.

16. Attorneys' Fees.

If any Party or Broker brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees and costs. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

17. Prior Agreements/Amendments.

- 17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.
- 17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

18. Broker's Rights.

18.1 If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokerage Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokerage Fee is in addition to any obligation with respect to liquidated or other damages.

18.2 Upon the Closing, Brokers are authorized to publicize the facts of this transaction.

19. Notices.

19.1 Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger, or by mail, postage prepaid, to the address set forth in this agreement or by facsimile transmission, electronic signature, digital signature, or email.

19.2 Service of any such communication shall be deemed made on the date of actual receipt if personally delivered, or transmitted by facsimile transmission, electronic signature, digital signature, or email. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

20. Duration of Offer.

- 20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of \_\_\_\_ on the date of \_\_\_\_, it shall be deemed automatically revoked.
- 20.2 The acceptance of this offer, or of any subsequent counteroffer hereto, that creates an agreement between the Parties as described in paragraph 1.2, shall be deemed made upon delivery to the other Party or either Broker herein of a duly executed writing unconditionally accepting the last outstanding offer or counteroffer.

21. LIQUIDATED DAMAGES. (This Liquidated Damages paragraph is applicable only if initialed by both Parties).

THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER

OF ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF \$100,000.00 . UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.

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Buyer's Initials

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Seller's Initials

~~22. ARBITRATION OF DISPUTES. (This Arbitration of Disputes paragraph is applicable only if initialed by both Parties.)~~  
~~22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF THE DEPOSIT SHALL BE DETERMINED BY BINDING ARBITRATION ADMINISTERED BY THE JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. ("JAMS") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES ("COMMERCIAL RULES"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. SUCH CONTROVERSY SHALL BE ARBITRATED BY A SINGLE ARBITRATOR, APPOINTED UNDER THE COMMERCIAL RULES WHO HAS HAD AT LEAST 5 YEARS OF EXPERIENCE IN THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THE ARBITRATOR SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW OF THE JURISDICTION WHERE THE PROPERTY IS LOCATED, THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE ARBITRATOR SHALL RENDER AN AWARD WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, WHICH MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF AND SHALL BE ACCOMPANIED BY A REASONED OPINION. THE FAILURE OR REFUSAL OF A PARTY TO PAY SUCH PARTY'S REQUIRED SHARE OF THE DEPOSITS FOR ARBITRATOR COMPENSATION OR ADMINISTRATIVE CHARGES SHALL CONSTITUTE A WAIVER BY SUCH PARTY TO PRESENT EVIDENCE OR CROSS-EXAMINE WITNESSES, BUT SUCH WAIVER SHALL NOT ALLOW FOR A DEFAULT JUDGMENT AGAINST THE NON-PAYING PARTY IN THE ABSENCE OF EVIDENCE AND LEGAL ARGUMENT AS THE ARBITRATOR MAY REQUIRE FOR MAKING AN AWARD. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.~~  
~~22.2 BUYER'S RESORT TO OR PARTICIPATION IN SUCH ARBITRATION PROCEEDINGS SHALL NOT BAR SUIT IN A COURT OF COMPETENT JURISDICTION BY THE BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE UNLESS AND UNTIL THE ARBITRATION RESULTS IN AN AWARD TO THE SELLER OF LIQUIDATED DAMAGES, IN WHICH EVENT SUCH AWARD SHALL ACT AS A BAR AGAINST ANY ACTION BY BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE.~~  
~~22.3 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.~~  
~~WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.~~

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Buyer's Initials

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Seller's Initials

**23. Miscellaneous.**  
23.1 **Binding Effect.** This Agreement shall be binding on the Parties without regard to whether or not paragraphs 21 and 22 are initialed by both of the Parties. Paragraphs 21 and 22 are each incorporated into this Agreement only if initialed by both Parties at the time that the Agreement is executed. Signatures to this Agreement accomplished by means of electronic signature or similar technology shall be legal and binding.  
23.2 **Applicable Law.** This Agreement shall be governed by, and paragraph 22.3 is amended to refer to, the laws of the state in which the Property is located. Any litigation or arbitration between the Parties hereto concerning this Agreement shall be initiated in the county in which the Property is located.  
23.3 **Time of Essence.** Time is of the essence of this Agreement.  
23.4 **Counterparts.** This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement.  
23.5 **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.  
23.6 **Conflict.** Any conflict between the printed provisions of this Agreement and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions. **Seller and Buyer must initial any and all handwritten provisions.**  
23.7 **1031 Exchange.** Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange. The cooperating Party shall not have any liability (special or otherwise) for damages to the exchanging Party in the event that the sale is delayed and/or that the sale otherwise fails to qualify as a 1031 exchange.  
23.8 **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days.

**24. Disclosures Regarding The Nature of a Real Estate Agency Relationship.**  
24.1 The Parties and Brokers agree that their relationship(s) shall be governed by the principles set forth in the applicable sections of the California Civil Code, as summarized in paragraph 24.2.  
24.2 When entering into a discussion with a real estate agent regarding a real estate transaction, a Buyer or Seller should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Buyer and Seller acknowledge being advised by the Brokers in this transaction, as follows:  
(a) *Seller's Agent.* A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or subagent has the following affirmative obligations: (1) *To the Seller:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.  
(b) *Buyer's Agent.* A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations. (1) *To the Buyer:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.  
(c) *Agent Representing Both Seller and Buyer.* A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of this paragraph 24.2. (2) In representing both Seller and Buyer, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including Seller's willingness to accept a price less than the listing price or Buyer's willingness to pay a price greater than the price offered. (3) The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Buyer has the duty to exercise reasonable care to protect Buyer, including as to those facts about the Property which are known to Buyer or within Buyer's diligent attention and observation. Both Seller and Buyer should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

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(d) *Further Disclosures.* Throughout this transaction Buyer and Seller may receive more than one disclosure, depending upon the number of agents assisting in the transaction. Buyer and Seller should each read its contents each time it is presented, considering the relationship between them and the real estate agent in this transaction and that disclosure. Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document. Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties that may be of interest to this Buyer. Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this transaction may be brought against Broker more than one year after the Date of Agreement and that the liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Agreement shall not exceed the fee received by such Broker pursuant to this Agreement; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

24.3 *Confidential Information.* Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

**25. Construction of Agreement.** In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

**26. Additional Provisions.**

Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum or addenda consisting of paragraphs \_\_\_\_ through \_\_\_\_ . (If there are no additional provisions write "NONE".)

\_\_\_\_\_

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:  
1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.  
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PROPERTY. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE INTEGRITY AND CONDITION OF ANY STRUCTURES AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE.  
  
WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THIS AGREEMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

- NOTE:
1. THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.
  2. IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO CORPORATE OFFICERS.

The undersigned Buyer offers and agrees to buy the Property on the terms and conditions stated and acknowledges receipt of a copy hereof.

<div>Date: _____</div> <div><b>BROKER</b></div> <div><u>N/A</u></div> <div>Attn: <u>N/A</u></div> <div>Title: <u>N/A</u></div> <div>Address: <u>N/A</u></div> <div>Phone: <u>N/A</u></div> <div>Fax: <u>N/A</u></div> <div>Email: <u>N/A</u></div> <div>Federal ID No.: <u>N/A</u></div> <div>Broker DRE License #: <u>N/A</u></div> <div>Agent DRE License #: <u>N/A</u></div>	<div>Date: _____</div> <div><b>BUYER</b></div> <div><u>City of Sunnyvale</u></div> <div>By: _____</div> <div>Name Printed: _____</div> <div>Title: _____</div> <div>Phone: _____</div> <div>Fax: _____</div> <div>Email: _____</div> <div>By: _____</div> <div>Name Printed: _____</div> <div>Title: _____</div> <div>Phone: _____</div> <div>Fax: _____</div> <div>Email: _____</div> <div>Address: <u>456 West Olive Avenue, Sunnyvale, California 94086</u></div> <div>Federal ID No.: <u>(To be provided, if any)</u></div>
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- 27. Acceptance.**
- 27.1 Seller accepts the foregoing offer to purchase the Property and hereby agrees to sell the Property to Buyer on the terms and conditions therein specified.
- 27.2 In consideration of real estate brokerage service rendered by Brokers, Seller agrees to pay Brokers a real estate Brokerage Fee in a sum equal to \_\_\_\_ % of the Purchase Price to be divided between the Brokers as follows: Seller's Broker \_\_\_\_ % and Buyer's Broker \_\_\_\_ %. This Agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokerage Fee to Brokers out of the proceeds accruing to the account of Seller at the Closing.
- 27.3 Seller acknowledges receipt of a copy hereof and authorizes Brokers to deliver a signed copy to Buyer.

NOTE: A PROPERTY INFORMATION SHEET IS REQUIRED TO BE DELIVERED TO BUYER BY SELLER UNDER THIS AGREEMENT.

[Remainder of page intentionally left blank; signature page to follow.]

Date: \_\_\_\_\_

**SELLER**

Edward W. and Kathryn A. Woodhall Trust

By: \_\_\_\_\_

Name Printed: Edward W. Woodhall

Title: Trustee

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

By: \_\_\_\_\_

Name Printed: Kathryn A. Woodhall

Title: Trustee

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Address: 10465 Berkshire Drive, Los Altos, California 94024

Federal ID No.: \_\_\_\_\_

**BROKER**

Colliers Parrish International, Inc., dba Colliers International

Attn: David Schmidt, SIOR

Title: Executive Vice President

Address: 225 West Santa Clara Street, 10th Floor, Suite 1000, San Jose, California 95113

Phone: (408) 282-3814

Fax: (408) 292-8100

Email: david.schmidt@colliers.com

Federal ID No.: 94-2263767

Broker DRE License #: 00490878

Agent's DRE License #: 00821451

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SJC-DS(970 W Evelyn Ave\_City of Sunnyvale\_PSA\_062921)

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PROPERTY INFORMATION SHEET  
(For the sale or leasing of non-residential properties)

PREFACE:

Purpose: This Statement is NOT a warranty as to the actual condition of the Property/Premises. The purpose is, instead, to provide the brokers and the potential buyer/lessee with important information about the Property/Premises which is currently in the actual knowledge of the Owner and which the Owner is required by law to disclose.

Actual Knowledge: For purposes of this Statement the phrase 'actual knowledge' means: the awareness of a fact, or the awareness of sufficient information and circumstances so as to cause one to believe that a certain situation or condition probably exists.

TO WHOM IT MAY CONCERN:

Edward W. and Kathryn A. Woodhall Trust ("Owner"), owns the Property/Premises commonly known as (street address, city, state, zip) 970 West Evelyn Avenue, Sunnyvale, California 94086 located in the County of Santa Clara , and generally described as (describe briefly the nature of the Premises or Property) an approximate 20,240 square foot commercial building situated on an approximate 1.31 acre parcel of land (hereinafter "**Property**"), and certifies that:

1. **Material Physical Defects.** Owner has no actual knowledge of any material physical defects in the Property or any improvements and structures thereon, including, but not limited to the roof, except (if there are no exceptions write "NONE"): \_\_\_\_ .
2. **Equipment.**

A. Owner has no actual knowledge that the heating, ventilating, air conditioning, plumbing, loading doors, electrical and lighting systems, life safety systems, security systems and mechanical equipment existing on the Property as of the date hereof, if any, are not in good operating order and condition, except (if there are no exceptions write "NONE"): \_\_\_\_ .

B. Owner has no actual knowledge of any leases, financing agreements, liens or other agreements affecting any equipment which is being included with the Property, except (if there are no exceptions write "NONE"): \_\_\_\_ .
3. **Soil Conditions.** Owner has no actual knowledge that the Property has any slipping, sliding, settling, flooding, ponding or any other grading, drainage or soil problems, except (if there are no exceptions write "NONE"): \_\_\_\_ .
4. **Utilities.** Owner represents and warrants that the Property is served by the following utilities (check the appropriate boxes) ☐ public sewer system and the cost of installation thereof has been fully paid, ☐ private septic system, ☐ electricity, ☐ natural gas, ☐ domestic water, ☐ telephone, and ☐ other: \_\_\_\_ .
5. **Insurance.** Owner has no actual knowledge of any insurance claims filed regarding the Property during the preceding 3 years, except (if there are no exceptions write "NONE"): \_\_\_\_ .
6. **Compliance With Laws.** Owner has no actual knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes, or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable government agency or of any casualty insurance company that any work of investigation, remediation, repair, maintenance or improvement is to be performed on the Property, except (if there are no exceptions write "NONE"): \_\_\_\_ .
7. **Hazardous Substances and Mold.**

A. Owner has no actual knowledge of the Property ever having been used as a waste dump, of the past or present existence of any above or below ground storage tanks on the Property, or of the current existence on the Property of asbestos, transformers containing PCB's or any hazardous, toxic or infectious substance whose nature and/or quantity of existence, use, manufacture or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare, except (if there are no exceptions write "NONE"): \_\_\_\_ .

B. Owner represents and warrants that it is not currently, and never has been engaged in the business of hauling waste, and never stored hazardous substances on the Property, except (if there are no exceptions write "NONE"): \_\_\_\_ .

C. Owner has no actual knowledge of the existence on the Property of hazardous levels of any mold or fungi defined as toxic under applicable state or Federal law, except (if there are no exceptions write "NONE"): \_\_\_\_ .
8. **Fire Damage.** Owner has no actual knowledge of any structure on the Property having suffered material fire damage, except (if there are no exceptions write "NONE"): \_\_\_\_ .
9. **Actions, Suits or Proceedings.** Owner has no actual knowledge that any actions, suits or proceedings are pending or threatened before any court, arbitration tribunal, governmental department, commission, board, bureau, agency or instrumentality that would affect the Property or the right or ability of an owner or tenant to convey, occupy or utilize the Property, except (if there are no exceptions write "NONE"): \_\_\_\_ .  
Owner has not served any Notices of Default on any of the tenants of the Property which have not been resolved except (if there are no exceptions write "NONE"): \_\_\_\_ .
10. **Governmental Proceedings.** Owner has no actual knowledge of any existing or contemplated condemnation, environmental, zoning, redevelopment agency plan or other land use regulation proceedings which could detrimentally affect the value, use and operation of the Property, except (if there are no exceptions write "NONE"): \_\_\_\_ .
11. **Unrecorded Title Matters.** Owner has no actual knowledge of any encumbrances, covenants, conditions, restrictions, easements, licenses, liens, charges or other matters which affect the title of the Property that are not recorded in the official records of the county recorder where the Property is located, except (if there are no exceptions write "NONE"): \_\_\_\_ .
12. **Leases.** Owner has no actual knowledge of any leases, subleases or other tenancy agreements affecting the Property, except (if there are no exceptions write "NONE"): Existing Lease dated June 18, 2015 with Golden West Collision Center as Tenant. The Golden West Collision Center letter to Landlord dated February 20, 2020 was not executed by Landlord .
13. **Options.** Owner has no actual knowledge of any options to purchase, rights of first refusal, rights of first offer or other similar agreements affecting the Property, except (if there are no exceptions write "NONE"): Tenant has waived its Right of First Refusal to Purchase .
14. **Short Sale/Foreclosure.** The ability of the Owner to complete a sale of the Property ☐ is contingent ☐ is not contingent upon obtaining the consent of one or more lenders to conduct a 'short sale', ie. a sale for less than the amount owing on the Property. (This paragraph only needs to be completed if this Property Information Sheet is being completed in connection with the proposed sale of the Property) One or more of any loans secured by the Property ☐ is ☐ is not in foreclosure.
15. **Energy Efficiency.** The Property ☐ has ☐ has not been granted an energy efficiency rating or certification such as one from the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) or ☐ Seller/Lessor does not know if the Property has been granted such a rating or certificate. If such a rating or certification has been obtained please describe the rating or certification and provide the name of the organization that granted it: \_\_\_\_ .
16. **Other.** (It will be presumed that there are no additional items which warrant disclosure unless they are set forth herein): \_\_\_\_ .

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The statements herein will be relied upon by brokers, buyers, lessees, lenders and others. Therefore, Owner and/or the Owner's Property Manager has reviewed and modified this printed statement as necessary to accurately and completely state all the known material facts concerning the Property. To the extent such modifications are not made, this statement may be relied upon as printed. This statement, however, shall not relieve a buyer or lessee of responsibility for independent investigation of the Property. Owner agrees to promptly notify, in writing, all appropriate parties of any material changes which may occur in the statements contained herein from the date this statement is signed until title to the Property is transferred, or the lease is executed. Signatures to this Statement accomplished by means of electronic signature or similar technology shall be legal and binding.

Date: \_\_\_\_\_  
(fill in date of execution)

**OWNER**  
Edward W. and Kathryn A. Woodhall Trust

By: \_\_\_\_\_  
Name Printed: Edward W. Woodhall  
Title: Trustee

By: \_\_\_\_\_  
Name Printed: Kathryn A. Woodhall  
Title: Trustee

Buyer/lessee hereby acknowledges receipt of a copy of this Property Information Sheet on \_\_\_\_\_. (Fill in date received)

**BUYER/LESSEE**

\_\_\_\_\_

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

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SELLER'S MANDATORY DISCLOSURE STATEMENT  
(DO NOT USE IN SALE OF RESIDENTIAL PROPERTIES WITH 1-4 UNITS)

This Seller's Mandatory Disclosure Statement ("Disclosure") is made pursuant to the requirements of and shall be a part of the ☒ STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE (See paragraph 9.1(a) thereof) or ☐ \_\_\_\_\_ (the "Purchase Agreement") dated for reference purposes as of June 29, 2021 , regarding that certain real property commonly known as (street address, city, state, zip): 970 West Evelyn Avenue, Sunnyvale, California 94086 ("Property") wherein Edward W. and Kathryn A. Woodhall Trust is the Seller and City of Sunnyvale is the Buyer. Note: This Disclosure does not replace the Property Information Sheet published by AIR CRE ("AIR") and, unless not required by the Purchase Agreement, Seller should also provide Buyer the Property Information Sheet.

1. NATURAL HAZARDS DISCLOSURES. To make the disclosures required by California Government Code Section 8589.3 (a special flood hazard area), California Government Code Section 8589.4 (dam failure inundation area), California Government Code Sections 51178 or 51179, and 51182 (very high fire hazard severity zone), California Public Resources Code Sections 4125, 4142 and 4291 (wildlands fire area), California Public Resources Code Section 2622 (earthquake fault zone), and California Public Resources Code Section 2696 (seismic hazard zone) ("Natural Hazards Disclosures"), Seller provides Buyer a natural hazards report ("Natural Hazards Report") prepared by:

☐ AIR CRE Approved Professional Consultant: **myNHD Inc., 800-814-2922, <https://www.myNHD.com>** , or ☐ \_\_\_\_\_ , \_\_\_\_\_ , and the Natural Hazards Report is attached.

2. EARTHQUAKE SAFETY. If the improvements on the Property were constructed prior to 1975 and include structures with either (i) pre-cast (e.g., tilt-up) concrete or reinforced masonry walls together with wood frame floors or roofs, or (ii) unreinforced masonry walls, then California Business & Professions Code §10147; Government Code §§8875.6, 8875.9, 8893.2, and 8893.3; and California Civil Code §2079.9 require Seller to provide Buyer a copy of The Commercial Property Owner's Guide to Earthquake Safety (the "Booklet") published by the California Seismic Safety Commission, available through the following link: [https://ssc.ca.gov/forms\\_pubs/cog](https://ssc.ca.gov/forms_pubs/cog). ☐ Seller is not required to provide the Booklet to Buyer. ☐ Seller is required to provide the Booklet to Buyer, which Booklet Seller is hereby providing to Buyer.

3. FLOOD DISASTER INSURANCE. If Seller or Seller's predecessor-in-interest has previously received Federal flood disaster assistance and such assistance was conditioned upon obtaining and maintaining flood insurance on the Property, Federal law, i.e., 42 U.S.C. §5154a, mandates that prospective purchasers be advised that they will be required to obtain and maintain such insurance on the Property and that if such insurance is not maintained and the Property is thereafter damaged by a flood disaster, the purchaser may be required to reimburse the Federal Government for the disaster relief provided. Buyer is hereby informed that to the best of Seller's knowledge, Federal flood disaster assistance ☐ has or ☐ has not been previously received with regard to the Property. Note: if such disaster assistance has been received, the law specifies that the required notice be "contained in documents evidencing the transfer of ownership".

4. WATER HEATER BRACING. The Property ☐ does or ☐ does not contain one or more water heaters of 120 gallons or less. If the Property does contain one or more water heaters of 120 gallons or less, then as required by California Health and Safety Code §19211, Seller hereby certifies to Buyer that all such water heaters ☐ have or ☐ have not been braced, strapped and/or anchored in accordance with law.

5. TITLE INSURANCE. If the Purchase Agreement does not provide that Buyer will be provided with title insurance, Buyer is strongly urged to consider purchasing title insurance. In accordance with California Civil Code §1057.6, Buyer is advised as follows:

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

6. METHAMPHETAMINE LABORATORY ACTIVITY. As required by California Health and Safety Code §25400.28, Seller notifies Buyer that a government order identifying the Property as contaminated by methamphetamine laboratory activity ☐ has been received by Seller (copy of such order is attached), or ☐ has not been received by Seller.

7. HAZARDOUS SUBSTANCES. If the Property is non-residential property, then as required by California Health and Safety Code §25359.7 Seller notifies Buyer that: ☐ Seller neither knows nor has reasonable cause to believe that any release of hazardous substance (as such terms are defined by California Health and Safety Code §§25320 and 25316) has come to be located on or beneath the Property, or ☐ Seller knows or has reasonable cause to believe that a release of hazardous substance has come to be located on or beneath the Property.

8. WATER CONSERVING PLUMBING FIXTURES. For multi-family residential (containing more than one unit) and commercial properties built before January 1, 1994: California Civil Code §1101.5 requires all noncompliant plumbing fixtures to be replaced before January 1, 2019 with water-conserving plumbing fixtures. As required by California Civil Code §1101.5(e), Seller discloses that the Property ☐ was built after January 1, 1994 and is exempt from this statute; ☐ does include noncompliant plumbing fixtures; or ☐ does not include any noncompliant plumbing fixtures.

9. DEATH ON THE PROPERTY. As required by California Civil Code §1710.2, Seller ☐ does or ☐ does not know of the death on the Property of an occupant of the Property in the three years before the date of Buyer's offer to purchase the Property per the Purchase Agreement.

10. OTHER. \_\_\_\_\_

Seller believes the information provided in this Disclosure by Seller is true and correct to the best knowledge of Seller as of the date of this Disclosure, but Seller states that Seller has exercised good faith in the selection of a Natural Hazards Expert, Seller has not independently verified, and Seller is not obligated to verify, the information contained in the Natural Hazards Report, and makes no representation or warranty as to the truth or accuracy of any information contained in the Natural Hazards Report. Buyer agrees the Natural Hazards Report satisfies Seller's legal duty to make the Natural Hazards Disclosures, the provider of the Natural Hazards Report shall be deemed to be an expert dealing with matters within the scope of its expertise with respect to the examination and written report regarding the Natural Hazards Disclosures, and California Civil Code §1103.4 which deals with a seller's non-liability for errors and/or omissions not within such seller's personal knowledge shall be deemed to apply to Seller.

The hazards referenced in this Disclosure may limit the ability of the owner of the Property to develop the Property, to obtain insurance, or to receive assistance after a disaster. The maps on which the Natural Hazards Report are based estimate where natural hazards exist and are not definitive indicators of whether or not a property will be affected by a natural disaster. Buyer is advised to obtain professional advice regarding those hazards and other hazards that may affect the Property.

Applicable laws and the areas covered by the various natural hazard zones, etc. may change. Seller shall not be required to notify Buyer if the information provided in the Natural Hazards Report becomes inaccurate as a result of any governmental action, map revision, changed information, or other act or occurrence, unless Seller has actual knowledge that the information has become inaccurate. Prior to the close of escrow, Buyer may wish to again check the status of the Property. Also, Buyer is advised to verify with appropriate local governmental agencies, such as the city and/or county in which the Property is located, to determine if they have established natural hazard zones in addition to those listed above. Signatures to this Disclosure accomplished by means of electronic signature or similar technology shall be legal and binding. This Disclosure may be executed in counterparts.

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SMD-7.00, Revised 12-10-2020	Page 1 of 2

The statements herein are not intended to be full or complete disclosure of all possible impacts on Buyer and/or the Property. If a matter is disclosed regarding the Property, Buyer is advised to:

- 1. Review the entirety of all laws applicable to such disclosed matter.
- 2. Seek advice of counsel as to the legal consequence of any disclosed matters.
- 3. Retain appropriate consultants to review and investigate the impact of all such disclosed matters.

Neither AIR CRE nor any of the brokers make any representation, warranty or recommendation regarding the legal sufficiency, legal effect or any other consequences of this Disclosure.

Date: \_\_\_\_\_

**SELLER**  
Edward W. and Kathryn A. Woodhall Trust

By: \_\_\_\_\_  
Name Printed: Edward W. Woodhall  
Title: Trustee

By: \_\_\_\_\_  
Name Printed: Kathryn A. Woodhall  
Title: Trustee

Buyer acknowledges receipt of this Disclosure together with the Natural Hazards Report, the Booklet and any other documents referenced herein (as applicable) as being provided to Buyer, and agrees to the above terms and conditions.

Date: \_\_\_\_\_

**BUYER**  
City of Sunnyvale

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

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STANDARD ESTOPPEL CERTIFICATE - BY LESSEE

TO WHOM IT MAY CONCERN:

RE: Lease ("Lease") dated June 18, 2015 , by and between Edward & Kathryn Woodhall as Lessor, and Joseph L. McKenna & Jessica M. McKenna, dba Golden West Collision Center, Inc. as Lessee, concerning the real property known as (street address, city, state, zip): 968-970 West Evelyn Avenue, Sunnyvale, California 94086 ("Premises"), which Lease was amended N/A and guaranteed by N/A ("Guarantor(s)") (it will be presumed no amendments or guarantees exist unless they are specified above).

Lessee hereby certifies as follows:

1. True copies of the above referenced Lease as amended and the guarantees, if any, are attached hereto marked Exhibit "1" (Attach a copy of Lease, all amendments and guarantees.) Other than the documents included in Exhibit 1 there are no oral or written agreements or understandings between the Lessor and Lessee with respect to the Premises except (if there are no exceptions, write "NONE") .NONE
2. The Lease term commenced on July 1, 2015 and expires on June 30, 2025 .
3. The current monthly rent and expense pass-through, if any, are as follows:

	<u>Amount</u>	<u>Day of Month Due</u>	<u>Paid Up Through</u>	<u>Year</u>
Rent	<u>\$31,898.15</u>	<u>1st</u>	<u>July</u>	<u>2021</u>
Pass Through	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>

No rents or pass-throughs have been prepaid except as reflected in the Lease. (It will be presumed that no expense pass-throughs are currently required unless set forth above.)
4. The current amount of security deposit held by Lessor is \$20,000.00 and will be transferred to Buyer at close of escrow .
5. The Lease has not been modified, orally or in writing, since its execution, except as hereinabove identified. The Lease is in full force and effect and contains the entire agreement between Lessor and Lessee, except (if there are no exceptions, write "NONE"): that Lessee has exercised its only option to extend the lease until June 30, 2025.
6. The improvements and space required to be provided by Lessor have been furnished and completed in all respects to the satisfaction of Lessee, and all promises of an inducement nature by Lessor have been fulfilled except (if there are no exceptions, write "NONE"): .NONE
7. Lessee has no knowledge of any uncured defaults by Lessor or Lessee under the Lease, except (if there are no exceptions, write "NONE"): .NONE
8. There are no disputes between Lessor and Lessee concerning the Lease, the Premises or the improvements therein or thereon, except (if there are no exceptions, write "NONE"):        . NONE
9. Lessee is in full and complete possession of the Premises and has not assigned or sublet any portion of the Premises, except (if there are no exceptions, write "NONE"):        . NONE
10. Lessee has no knowledge of any prior sale, transfer, assignment or encumbrance of the Lessor's interest in the Lease, except (if there are no exceptions, write "NONE"):        . NONE
11. Lessee has made no alterations or additions to the Premises, except (if there are no exceptions, write "NONE"): .NONEIf alterations or additions have been made by Lessee, Lessee represents that to the best of its knowledge, all such alterations and additions were done in accordance with the terms of the Lease and in compliance with all applicable laws, rules and regulations, except (if there are no exceptions, write "NONE"):        NONE
12. The guarantees of the Guarantors named above are still in full force and effect, except (if there are no exceptions, write "NONE"): .NONE
13. Lessee is not currently the subject of a bankruptcy proceeding and to the best of its knowledge neither Lessor nor any Guarantor is involved in such a proceeding, except (if there are no exceptions, write "NONE"):        NONE
14. Lessee is aware that buyers, lenders and others will rely upon the statements made in this Estoppel Certificate, and has therefore adjusted the language hereof as necessary to make it an accurate statement of the current facts concerning the Lease. If no such adjustments have been made, said parties may rely upon the statements in this form as printed. Signatures to this Certificate accomplished by means of electronic signature or similar technology shall be legal and binding.
15. Additional items (if there are no additional items, write "NONE"):        .NONE
16. Purchase Right: Lessee has waived its First Right of Refusal to Purchase the subject Property.

DATE:             
(Fill in date of execution)

Joseph L. McKenna & Jessica M. McKenna, dba Golden West Collision Center, Inc.  
  
By: \_\_\_\_\_  
Name Printed: Joseph L. McKenna  
Title:             
Phone:             
Fax:             
Email:             
  
By: \_\_\_\_\_  
Name Printed: Jessica M. McKenna  
Title:             
Phone:             
Fax:             
Email:             
  
Address:

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SJC-DS(968-970 W Evelyn Ave\_Golden West Collision Center\_EC\_071321)



# City of Sunnyvale

## Agenda Item

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**21-0176**

**Agenda Date:** 8/31/2021

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Tentative Council Meeting Agenda Calendar





## City of Sunnyvale

### Tentative Council Meeting Agenda Calendar

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#### **Wednesday, September 8, 2021 - City Council**

##### **Public Hearings/General Business**

- 21-0797**      5 P.M. SPECIAL COUNCIL MEETING (Public Hearing)  
CALL FOR REVIEW OF THE PLANNING COMMISSION DECISION OF  
JULY 12, 2021  
Proposed Project: Related applications on a 2.77-acre site:  
SPECIAL DEVELOPMENT PERMIT to redevelop a portion (easterly portion)  
of an existing shopping center (Fremont Corners) into a mixed-use  
development with 8,094 square feet of commercial space and 50, 4-story  
townhome-style condominiums with associated parking and site  
improvements including common open space.  
TENTATIVE MAP to subdivide the lot into 6 lots and 50 condominiums.  
Location: 166 E. Fremont Ave. (APN: 309-01-006)  
File #: 2020-7525  
Zoning: C-1/PD (Neighborhood Commercial/Planned Development)  
Applicant/Owner: The True Life Companies/Fremont Corners Inc et al  
(applicant/owner)  
Environmental Review: Class 32 Categorical Exemption (Infill Development)  
Project Planner: Shétal Divatia, (408) 730-7637, sdivatia@sunnyvale.ca.gov

#### **Tuesday, September 14, 2021 - City Council**

##### **Study Session**

- 21-0048**      4:30 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Consider the Creation of a Formal Process for City Council Colleague  
Memorandums (Study Issue)
- 21-0843**      5:30 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Discussion of Possible Revisions to the Short-term Rental Ordinance and  
Enforcement Options

##### **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

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**21-0806** SPECIAL ORDER OF THE DAY - Recognition of Fair Oaks Unhoused  
Program Partners

**Public Hearings/General Business**

**21-0876** Proposed Project:  
For the Lawrence Station Area Plan (LSAP):

1. Adopt a Resolution to:
  - a. Certify the Subsequent Environmental Impact Report;
  - b. Make the findings required by the California Environmental Quality Act;
- c. Adopt the Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program;
- d. Adopt the Water Supply Assessment;
- e. Amend the Lawrence Station Area Plan;
- f. Amend the General Plan and update the General Plan Map;
- g. Adopt the LSAP Sense of Place Plan;
- h. Amend the LSAP Development Incentives Program.

2. Adopt a Resolution to:
  - a. Amend Resolution No. 1060-21 (Master Fee Schedule) to add the LSAP Plan Fee, LSAP Sense of Place Fee, LSAP Residential Wastewater Fee, and LSAP Transportation Impact Fee.

3. Introduce an Ordinance to:
  - a. Amend Sunnyvale Municipal Code (SMC) Section 19.16.020 (Zoning Districts-Creation), Chapter 19.35 (Lawrence Station Area Plan Specific Plan District), and make related changes to the SMC to implement the amended LSAP;
  - b. Amend the Precise Zoning Plan Districts Map and re-zone parcels within the LSAP district;
  - c. Add Chapter 3.52 (LSAP Transportation Impact Fee) to Title 3.50 (Revenue and Finance).

Location:  
Existing Plan: Lawrence Station Area  
Proposed Boundary Expansion Sites: 932 Kifer Road (APN 205-49-005), 950 Kifer Road (APN 205-49-012), 945 Kifer Road (APN 205-40-002), and 955 Kifer Road (APN 205-40-001)  
File nos.:  
2017-7082 (Lawrence Station Area Plan Amendment)  
2018-7714 (Sense of Place Plan)  
2018-7723 (General Plan Amendment/Rezoning for Boundary Expansion Sites)  
Zoning:  
LSAP - Various designations of Flexible Mixed-Use I (MXD-I), Flexible Mixed-Use II (MXD-II), Flexible Mixed-Use III (MXD-III), LSAP Industrial and Service (M-S/LSAP), Office/Retail (O-R), and High Density Residential and Office (R-5)  
Proposed Boundary Expansion Sites - General Industrial (M-3) [932 and 950 Kifer Road] and Industrial and Service (M-S) [945 and 955 Kifer Road]  
Applicants: City of Sunnyvale (file #'s 2017-7082 and 2018-7714) and

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Intuitive Surgical, Inc. (file # 2018-7723)  
Environmental Review (SCH # 2019012022): Adopt a resolution to make findings required by CEQA, certify the Subsequent Environmental Impact Report (SEIR), and adopt a Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program.  
Project Planner: George Schroeder, 408-730-7443, gschroeder@sunnyvale.ca.gov

**21-0877**

Proposed Project: Related applications on multiple sites totaling 32.4-acres: SPECIAL DEVELOPMENT PERMIT: To demolish two existing industrial/office/R&D buildings and three accessory structures and construct two new three-story office/R&D/manufacturing buildings totaling 1,211,000 sq. ft. (including 148,000 sq. ft. of basement space) connected by a pedestrian bridge across Kifer Road; and construct an 11,000 sq. ft. freestanding amenity building for a total combined FAR of 77%. The project also includes a five-level, above ground parking structure with an attached 12,000 sq. ft. central utility plant.  
VESTING TENTATIVE PARCEL MAP: To merge four existing lots into two.  
DEVELOPMENT AGREEMENT: Introduction of an Ordinance Approving and Adopting a Development Agreement Between the City of Sunnyvale and Intuitive Surgical, Inc.  
Location: 932 Kifer Road (APN 205-49-005), 950 Kifer Road (APN 205-49-012), 945 Kifer Road (APN 205-40-002), 955 Kifer Road (APN 205-40-001)  
File #: 2019-7557  
Zoning: M-S (945/955 Kifer Road) and M-3 (932/950 Kifer Road)  
Applicant / Owner: Foster + Partners/Intuitive Surgical, Inc.  
Environmental Review: No additional review required as per CEQA Guidelines 15168(c)(2) and (4) - environmental impacts of the project are addressed in the Lawrence Station Area Plan Update/Intuitive Surgical Corporate Campus Project Subsequent Environmental Impact Report (SEIR - State Clearinghouse No. 2019012022)  
Project Planner: George Schroeder, (408) 730-7443, gschroeder@sunnyvale.ca.gov

**Tuesday, September 28, 2021 - City Council**

**Study Session**

- 21-0852** 5 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Responsible Construction Ordinance
- 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

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**21-0357** SPECIAL ORDER OF THE DAY - Active Aging Week and Arts and Humanities Month

**Public Hearings/General Business**

**21-0759** Remove On-Street Parking on the east side of Sunnyvale Avenue between Maude and Arques avenues and on both sides of Sunnyvale Avenue between Arques and Hendy avenues, and to Install Buffered Bicycle Lanes on Both Sides of the Street Per the Active Transportation Plan

**21-0821** Proposed Project: General Plan Amendment Initiation request to consider amending the General Plan designation from Commercial to Medium Density Residential on two sites totaling 1.2-acres.  
Location: 1313 S. Wolfe Road (APN: 309-10-026 and 309-10-027)  
File #: 2020-7031  
Zoning: C-1 (Neighborhood Business)/PD (Planned Development)  
General Plan: Commercial  
Applicant / Owner: 4Terra Investments (applicant) / Desmond Family Real Estate Limited Partner (owner)  
Environmental Review: The project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(a).  
Project Planner: Mary Jeyaprakash, (408) 730-7449, [mjeyaprakash@sunnyvale.ca.gov](mailto:mjeyaprakash@sunnyvale.ca.gov)

**21-0822** Proposed Project: General Plan Amendment Initiation: to consider a 100% FAR combining district on 10 parcels in the M-S zoning district totaling 63.21 acres.  
File #: 2021-7282  
Location: 974 East Arques Avenue (APNs: 205-36-006, 205-36-007, 205-36-008), 190 Commercial Street (APN: 205-35-001), 198 Commercial Street (APN: 205-35-002), 930 East California Street (APN: 205-35-003), 1050/1090 East Arques Avenue (APN: 205-37-009), 928/930 East Arques Avenue (APN: 205-35-017), and 955/965 East Arques Avenue (APNs: 205-25-018 and 205-25-019)  
Applicant / Owner: RMW architecture & interiors (applicant) / Applied Materials, Inc. (owner)  
Environmental Review: The project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(a).  
Project Planner: Momoko Ishijima, (408) 730-7532, [mishijima@sunnyvale.ca.gov](mailto:mishijima@sunnyvale.ca.gov)

**Wednesday, October 6, 2021 - City Council**

**Study Session**

**21-0857** 6 P.M. SPECIAL COUNCIL MEETING  
Joint Meeting With the Santa Clara Valley Water District Board of Directors

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**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

**21-0778**                      SPECIAL ORDER OF THE DAY - Cybersecurity Awareness Month

**Public Hearings/General Business**

**21-0613**                      Introduce an Ordinance to Amend Sunnyvale Municipal Code Chapter X.X  
(Single Use Plastics)

**21-0086**                      Ordinance Updates for Mandatory Organics Collection Regulation (SB 1383)

**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**

**21-0783**                      Receive and File the FY 2021/22 First Quarter Budget Update

**21-0788**                      Bay Counties Waste Services Operator Agreement

**Tuesday, November 9, 2021 - City Council**

**Study Session**

**21-0801**                      5:30 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Golf Subsidy Study Issue

**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

**Public Hearings/General Business**

**21-0202**                      Third Quarter General Plan Initiation Requests

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**Tuesday, November 16, 2021 - City Council**

**Study Session**

- 21-0170** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Board and Commission Interviews (as needed)
- 21-0692** Time TBD - SPECIAL COUNCIL MEETING (Study Session)  
Joint Meeting of City Council With Board and Commission Chairs and Vice  
Chairs to Review and Improve Overall Effectiveness of Commission Meetings

**Tuesday, November 30, 2021 - City Council**

**Closed Session**

- 21-0851** 4:30 P.M. SPECIAL COUNCIL MEETING (Closed Session)  
Closed Session Held Pursuant to California Government Code Section  
54957:  
PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: City Manager and City Attorney

**Study Session**

- 21-0796** 5:30 P.M. SPECIAL COUNCIL MEETING (Study Session)  
DPW 18-07 Feasibility of Acquiring Control of Caltrans Traffic Signals on El  
Camino Real and DPW 19-10 Improving Traffic Operations at  
Fremont/Bernardo/Hwy 85

**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

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**Tuesday, December 14, 2021 - City Council**

**Study Session**

- 21-0167**                      6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
DPW 19-07 Ascertain Suitable Location(s) for the Installation of Youth Cricket  
Batting Cages and Potential Funding Sources

**Public Hearings/General Business**

- 21-0784**                      Receive and File the FY 2020/21 Budgetary Year-End Financial Report,  
Comprehensive Annual Financial Report (CAFR), the Sunnyvale Financing  
Authority Financial Report, Agreed Upon Procedure Reports, and the Report  
to the City Council Issued by the Independent Auditors

**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**                      6 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

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**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



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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
- 21-0065** Approval of Assessment of Fair Housing Plan



# City of Sunnyvale

## Agenda Item

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**21-0720**

**Agenda Date:** 8/31/2021

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Board/Commission Meeting Minutes



# City of Sunnyvale

## Meeting Minutes - Draft

### Bicycle and Pedestrian Advisory Commission

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Thursday, July 15, 2021

6:30 PM

Telepresence Meeting: City Web Stream

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#### **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.

Chair Mehlinger called the meeting to order at 6:33 p.m. via teleconference.

#### **ROLL CALL**

**Present** 5 - Chair Richard Mehlinger  
Vice Chair Leia Mehlman  
Commissioner Dan Hafeman  
Commissioner Timothy Oey  
Commissioner Mihir Paradkar  
**Absent** 1 - Commissioner Arwen Davé

Dennis Ng, Transportation and Traffic Manager, Lillian Tsang, Principal Transportation Engineer and Nabilah Deen, Transportation Engineer attended via teleconference.

Commissioner Davé attended via teleconference at 7:17 p.m.

Council Liaison Klein (present).

#### **PRESENTATION**

**A**      [21-0745](#)      Vision Zero Plan Progress Update

Lillian Tsang, Principal Transportation Engineer, gave a presentation on the Vision Zero Plan Progress Update. Highlighting the following:

- Vision Zero Plan Background

- What is Vision Zero
- Vision Zero Goal Statement
- Vision Zero Plan Priority Project Locations-
- Collision Trends
- Collision Trends - Fatal and Serious Injury
- Accomplishments and Achievements
- Complete Projects
- Class I Multi-Use Trail on Moffett Park Drive
- Department of Public Safety Achievements
- In Progress and Future Projects
- Caltrain Grade Separation - Mary Avenue at Evelyn Avenue
- Measure B Education and Encouragement Program
- Future Stevens Creek Trail
- Land Use Development Improvements
- Outreach Plan for Vision Zero Campaign

Copy of the final report can be found at [www.sunnyvale.ca.gov](http://www.sunnyvale.ca.gov) by searching "Transportation and Traffic Safety".

Chair Mehlinger asked about the following:

- Advanced Dilemma Zone Detection Phase II
- Numbers on serious injuries and fatalities for current calendar year

Commissioner Oey asked about the following:

- Advanced Dilemma Zone Detection Phase II

Commissioner Hafeman asked about the following:

- Will drivers get used to the Advanced Dilemma Zone Detection and get more aggressive
- Will the Advanced Dilemma Zone detect a bicycle to get a little longer yellow signal

Vice Chair Mehlman asked about the following:

- Is the Advanced Dilemma Zone Detection device in favor of the pedestrian

Commissioner Oey asked about the following:

- Advanced Dilemma Zone Detection is focused on the motor vehicle not the pedestrian
- Is there a name for the pedestrian sensors
- Is the device adaptive for bicyclists crossing the road

- Sensors picking up pedestrians waiting without pushing a button

Commissioner Hafeman asked about the following:

- 2020 data biased by Coronavirus situation

Commissioner Paradkar asked about the following:

- Insight on why fatalities stayed constant in 2020 while incidents went down

Chair Mehlinger asked about the following:

- Tighter turning radius to force drivers to slow down when making right turns at Willow Avenue and Reed Avenue
- When will the City begin to add Class IV bike lanes
- What steps residents can take to have safe roads on their streets

Vice Chair Mehlmán asked about the following:

- A map that shows what streets are collectors for residents to look up

Commissioner Oey asked about the following:

- Can tracking, petitions and suggestions for improvements be mapped out on a collections basis

Dennis Ng, Transportation and Traffic Manager and Lillian Tsang, Principal Transportation Engineer addressed the questions.

Chair Mehlinger opened for Public Comment.

Mary Seldauski, member of the public commented on the following:

- Advanced Dilemma Zone Detection Phase II
- Concerned drivers could abuse the device
- Concerned more drivers are going through red lights

Chair Mehlinger closed for Public Comment.

### **ORAL COMMUNICATIONS**

Chair Mehlinger stated that the Board and Commission recruitment is underway with the following openings:

- Bicycle and Pedestrian Advisory Commission - 1 opening
- Heritage Preservation Commission - 1 opening
- Personnel Board - 1 opening

Applications are due by 4:00 p.m. Monday, August 9, 2021 in order to be scheduled for an interview with City Council on August 17, 2021. For more information visit [www.sunnyvale.ca.gov](http://www.sunnyvale.ca.gov) search "Boards and Commissions" or call the City Clerk office at 408-730-7483.

Chair Mehlinger opened for Public Comment.

Bob Walsh, member of the public, commented on the following:

- Bringing shared electric scooters to City of Sunnyvale
- They are a great way to reduce private car trips, support local businesses & reduce carbon footprint
- They are affordable, enjoyable and equitable

Chair Mehlinger closed for Public Comment.

Commissioner Oey stated that the Virtual Silicon Valley Bicycle Summit is on August 12 & 13 from 9:00 a.m. to 12:00 p.m. More information at [bikesiliconvalley.org/summit](http://bikesiliconvalley.org/summit)

### **CONSENT CALENDAR**

- 1.A**      [21-0752](#)      Approve the Bicycle and Pedestrian Commission Meeting Minutes of June 17, 2021.

Chair Mehlinger opened for Public Comment.

Chair Mehlinger closed for Public Comment.

Approve the Bicycle and Pedestrian Commission Meeting Minutes of June 17, 2021 as submitted.

Commissioner Oey moved and Commissioner Hafeman seconded to approve item 1.A.

The motion carried the following vote:

**Yes 4 -**    Vice Chair Mehlman  
                 Commissioner Davé  
                 Commissioner Hafeman  
                 Commissioner Oey

**No 0**

**Abstain 2 -** Chair Mehlinger  
Commissioner Paradkar

**PUBLIC HEARINGS/GENERAL BUSINESS**

**2**      [21-0746](#)      Selection of Chair and Vice Chair for FY21/22

Nabilah Deen, Transportation Engineer, explained the roles of the Chair and Vice Chair for the Bicycle and Pedestrian Advisory Commission, FY 2021/2022.

Chair Mehlinger opened for Public Comment.

Chair Mehlinger closed for Public Comment.

Chair Mehlinger opened the floor for nominations.

Commissioner Oey nominated Chair Mehlinger as Chair. Chair Mehlinger accepts the nomination.

There was no other nominations for the Chair position.

The motion carried the following vote:

**Yes 6 -** Chair Mehlinger  
Vice Chair Mehلمان  
Commissioner Davé  
Commissioner Hafeman  
Commissioner Oey  
Commissioner Paradkar

**No 0**

Commissioner Davé nominated Vice Chair Mehلمان as Vice Chair. Chair Mehلمان accepts the nomination.

There was no other nominations for the Vice Chair position.

The motion carried the following vote:

**Yes 6 -** Chair Mehlinger  
Vice Chair Mehlman  
Commissioner Davé  
Commissioner Hafeman  
Commissioner Oey  
Commissioner Paradkar

**No 0**

- 3**      [21-0658](#)      Recommend to City Council to Remove On-Street Parking for the Northbound Direction on Willow Avenue between Reed Avenue and Aster Avenue and to Install Bicycle Lanes on Both Sides of the Street Per the Active Transportation Plan

Chair Mehlinger called for a recess at 7:34 p.m. Chair Mehlinger reconvened the meeting at 7:40 p.m.

Alternative 1: Recommend to City Council to Remove On-Street Parking for the Northbound Direction on Willow Avenue between Reed Avenue and Aster Avenue and to Install Bicycle Lanes on Both Sides of the Street Per the Active Transportation Plan

Lillian Tsang, Principal Transportation Planner and Richard Chen, Project Design Manager gave a presentation on the Willow Avenue Bicycle and Pedestrian Improvements. Highlighting the following:

- Project Limits: Willow Avenue between Reed Avenue and Aster Avenue
- Lawrence Station Area Plan (LSAP)
- Adopted by City Council on December 6, 2016
- Key access route for pedestrians and bicyclists to access Lawrence Caltrain Station
- Design Goal
- Improve sidewalk gaps
- Proposed Class II Bicycle Lane
- Sunnyvale Active Transportation Plan which includes Bicycle Plan, Pedestrian Plan and Safe Routes to School Plan
- Caltrain Business Plan
- Willow Avenue - Pedestrian Improvements
- Reduce curb radius at the NW and NE corners
- Install ADA accessible, directional curb ramp for crossing Willow Avenue



- Install a crosswalk on Willow Avenue
- Willow Avenue - Bicycle Improvements
- Draft Lawrence Station Area Sense of Place Plan
- Willow Avenue and French Street Plan
- Willow Avenue On-Street Parking Study Area (Resident vs. Non-Resident Parking)
- Auto Repair Shops is currently using Willow Avenue as storage
- Enough on-street parking capacity on the left side of Willow Avenue to accommodate parking demand from the residents within the neighborhood
- Recommend to remove on-street parking on right side of Willow Avenue
- Install Class II/IIB Buffered Bicycle Lanes
- Improve Bicycle Access to the Train Station
- Provide people additional options beyond driving a vehicle
- Support the City's Climate Action Plan Goal to Reduce Vehicle Emission
- Willow Avenue Pedestrian and Bicycle Improvements Timeline

Recommendation to City Council Considerations:

- Alternative 1: Recommend to City Council to Remove On-Street Parking for the Northbound Direction on Willow Avenue between Reed Avenue and Aster Avenue and to Install Bicycle Lanes on Both Sides of the Street Per the Active Transportation Plan
- Alternative 2: Recommend to City Council to Maintain On-Street Parking for the Northbound Direction on Willow Avenue between Reed Avenue and Aster Avenue and Not to Install Bicycle Lanes on Both Sides of Willow Avenue

Recommendation to City Council Staff Recommendation:

- Alternative 1: Recommend to City Council to remove on-street parking for the northbound direction on Willow Avenue between Reed Avenue and Aster Avenue and to install bicycle lanes on both sides of the Street per the Active Transportation Plan

Chair Mehlinger opened for Public Comment.

Chair Mehlinger closed for Public Comment.

Commissioner Oey commented and asked about the following:

- What trucks or businesses are on French Street? Ms. Tsang stated some of the businesses include the supermarket in Santa Clara.
- What is the total traffic volume on French Street? Ms. Tsang stated they do not

have any daily volumes for this location.

- Would like to see a left turn bike lane for turning into Lawrence Station
- What are Santa Clara's plans for their side on French Street? Ms. Tsang stated City of Santa Clara plans on leaving it as Class III with Sharrows because they do not plan on removing any on-street parking on their side.
- Is it an option to make it a bicycle boulevard treatment instead of a bike lane? Ms. Tsang stated having a buffered bicycle lane would be more helpful in guiding bicyclists as well as drivers to stay within the lane.
- Is it possible to put a door zone space? Ms. Tsang stated that this location has limited roadway width so there is no additional width for a wider parking lane.
- Concerned with bicyclists riding in the gutter
- Would like to see 10 foot or 11 foot wide lanes

Vice Chair Mehlman commented and asked about the following:

- Presuming there isn't a proposed Class IV bike lane in this area because of maintenance issues? Ms. Tsang stated Class IV Bike Lanes were proposed in longer corridors.
- Can there be a Buffered Bike Lane with a physical bump to alert vehicles rather than just paint? Mr. Ng stated staff would not recommend putting in any vertical elements along the buffered section.
- Can a HAWK Beacon be installed on Willow Avenue and Reed Avenue? Ms. Tsang stated HAWK Beacons are typically used at busier intersections.
- Doesn't feel it's safe enough for pedestrians coming from Reed Avenue onto Willow Avenue
- How does a cyclist make the turn into the Caltrain Station? Ms. Tsang stated that as a cyclist on a Class III with sharrow they are supposed to take the full lane.
- Concerned about the following: paint only and not having a physical barrier, cyclist egressing and ingressing into the Caltrain Station trying to make the left turn coming in/out, vehicles not yielding to pedestrians at Willow/Aster Avenue

Commissioner Davé commented and asked about the following:

- Is it a binary choice to have bike lanes on both sides or no bike lanes on either side? Ms. Tsang stated bicycles facilities cannot be provided on one side only. They must be provided on both sides of the street.
- Entrance to train station from Willow Avenue
- Will there be green paint on the roadway with the sharrows? Ms. Tsang stated the City does not combine green paint and sharrow markings together.
- Blind curve on Willow Avenue/French Street - need an indicator to alert vehicles that there are bicycles ahead

Commissioner Hafeman commented and asked about the following:

- Recommends north section to have a 5 foot bike lane with a 1 foot buffer or have a 10 1/2 foot travel lane and 5 1/2 foot bike lane with a 1 foot buffer.
- Blind corner at Caltrain Station
- Recommends not putting bumps in the buffer, could be bad for the cyclists

Chair Mehlinger commented and asked about the following:

- Has the City considered removing the sidewalk on the east side of Willow Avenue?

Mr. Ng stated that the sidewalk is part of Lawrence Expressway's structural embankment.

- Would the City consider moving the crosswalk on Reed Avenue 10 feet north? Mr. Ng stated there are trade offs moving the crosswalk or keeping it at its current state. If it is moved it creates a shorter crosswalk but increases the likelihood of vehicles not seeing the pedestrian when turning onto Willow Avenue.

- No need for crosswalk improvement on Aster Avenue

- Would the City consider a crosswalk on Aster Avenue/Buttercup Terrace? Mr. Ng stated that the intersection was not brought up at any of the outreach meetings.

- Suggest "Bicycles May Use Full Lane" signs not "Share the Road" signs in the sharrows

- Suggest "No Stopping at Anytime" signs instead of "No Parking" along the bike lanes

- Suggest Class IIIB the whole way

- Was there a consideration for parking protection for the bike lane for Willow Avenue? Mr. Ng stated that when the City starts implementing protected bike lane facilities, parking protected bike lane facilities is something that will be considered. Mr. Ng would not recommend them for this location.

- Would like to know if there is a way to prohibit nearby businesses from storing or working on vehicles on-street, or to prohibit the storage of RVs

Commissioner Oey commented and asked about the following:

- Suggest a shorter and more aligned crosswalk crossing Willow Avenue from the sidewalks so pedestrians don't have to turn to enter the crosswalk
- Challenges with protected bike lane facilities

Commissioner Hafeman commented on the following:

- Concerned with the curbs
- Concerned with the suggestion to implement parking protection for the bike lane

Commissioner Davé commented on the following:

- A huge sign accompanying sharrows that say "Share the Lane" helps a lot

Chair Mehlinger moved and Commissioner Oey seconded Alternative 1:  
Recommend to City Council to Remove On-Street Parking for the Northbound  
Direction on Willow Avenue between Reed Avenue and Aster Avenue and to Install  
Bicycle Lanes on Both Sides of the Street Per the Active Transportation Plan.  
Adding to study to reduce the turning radius at the Reed Avenue/Willow Avenue  
crosswalk.

Chair Mehlinger stated he feels this is the best alternative considering the  
constraints of the project timeline, the existing street configuration, and restrictions  
relating to local and state laws and this is the correct approach moving forward  
which will be an improvement for residents, cyclists and the community.

Commissioner Oey stated this alternative is better than the current situation.

The motion carried the following vote:

**Yes 6 -** Chair Mehlinger  
Vice Chair Mehلمان  
Commissioner Davé  
Commissioner Hafeman  
Commissioner Oey  
Commissioner Paradkar

**No 0**

**4**      [21-0747](#)      Report and Discussion of Recent Santa Clara Valley  
Transportation Authority (VTA) Bicycle and Pedestrian  
Advisory Committee (BPAC) Meeting

Commissioner Oey, VTA BPAC Sunnyvale Representative, gave the meeting  
summary report regarding the following topics:

- VTA is working on updates to Chapter 10 Bike Parking in its VTA Bicycle  
Technical Guidelines
- VTA received two Caltrans Sustainable Communities Planning grants to:
  - 1) Study improving access (especially bicycle and pedestrian) to six transit stations -  
four (4) park-and-ride lots at VTA light rail stations, and two (2) future BART stations

- 2) Improve VTA business practices to reduce and adapt to climate change
- MTC is updating the Regional Active Transportation Plan and evaluating the effectiveness of its Complete Street Policy
  - The Caltrans District 4 Pedestrian Plan is now complete
  - VTA BPAC will review and recommend to Board Tasman Complete Streets Study at its August meeting
  - Silicon Valley Bike Summit - Aug 12 & 13
  - Viva Calle SJ - Sept 19
  - Silicon Valley Bikes (Fundraiser for the Silicon Valley Bicycle Coalition) - Sept 19
  - Group bike ride from Santa Clara Caltrain Station to Sunnyvale Caltrain Station via El Camino Real on Saturday, July 31 to demonstrate that El Camino Real needs to be made bike friendly

### **STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES**

#### **5      [21-0748](#)      BPAC 2022 Proposed Study Issues**

Lillian Tsang, Principal Transportation Engineer, stated they are currently no study issue papers submitted for the Commission to consider.

Chair Mehlinger opened for Public Comment.

Chair Mehlinger closed for Public Comment.

Chair Mehlinger asked what is the best way to communicate a very small change that is too small for a study issue. Ms. Tsang stated Access Sunnyvale would be the best option.

Commissioner Davé asked how much detail should you include when submitting a study issue. Chair Mehlinger stated that you get 1,000 characters.

### **NON-AGENDA ITEMS & COMMENTS**

#### **-Commissioner Comments**

Commissioner Oey commented on the following:

- Would like a list of bicycle and pedestrian improvements list similar to the ADA ramp list
- Bike lane treatment on Borregas Avenue between 101/237 is problematic. Switch to a boulevard

Chair Mehlinger asked if there could be a small improvements wish list. Mr. Ng

stated they will look into it.

Commissioner Hafeman commented on the following:

- Concerned Homestead Bike Lane Study was taken off calendar

Chair Mehlinger asked about the following:

- Anything planned for Lincoln Avenue around Fair Oaks Avenue
- Does the City of Sunnyvale do rolled curbs
- Delivery trucks parked in the bike lane on the westbound Evelyn Avenue bike lane

Mr. Ng addressed the questions.

#### **-Staff Comments**

Lillian Tsang, Principal Transportation Engineer, commented on the following:

- Sustainability Commission and the BPAC will be presenting at the Neighborhood Association Meeting on August 9, 2021 at 7:00 p.m.
- Virtual community meeting to be held on the proposed Sunnyvale Avenue Class IIB Buffered Bicycle Lane project on July 29, 2021 from 6:00 p.m. to 7:30 p.m. The meeting will be held through Zoom by entering the webinar ID 93925596553
- Survey is being conducted on how residents and the public are using Sunnyvale Avenue. Survey will close on Monday, August 2, 2021. Survey can be found at <https://www.opentownhall.com/10904>
- August 10, 2021 will seek City Council's direction on how future City Council and Boards and Commissions meetings will be hosted after the current executive order expires on September 30, 2021
- State of the City will be October 9, 2021. Recognizing board members who have left in 2020 & 2021. Invitation only
- City Hall will be re-opening to the public on August 2, 2021 and staff will be returning to the office on August 2, 2021

#### **INFORMATION ONLY REPORTS/ITEMS**

- |                         |                             |
|-------------------------|-----------------------------|
| <a href="#">21-0749</a> | BPAC 2021 Annual Work Plan  |
| <a href="#">21-0750</a> | Active Items List July 2021 |
| <a href="#">21-0751</a> | 2021 Deferred Study Issues  |

#### **ADJOURNMENT**

Chair Mehlinger adjourned the meeting at 9:44 p.m.



# City of Sunnyvale

## Meeting Minutes - Draft

### Sustainability Commission

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Monday, July 19, 2021

7:00 PM

Telepresence Meeting: City Web Stream

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#### **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.

Chair Wickham called the meeting to order at 7 p.m. via teleconference.

#### **ROLL CALL**

**Present:** 7 - Chair Kristel Wickham  
Vice Chair Douglas Kunz  
Commissioner Shana Padgett  
Commissioner Kristina Pistone  
Commissioner Murali Srinivasan  
Commissioner Tonya Veitch  
Commissioner Justin Wang

Council Liaison – Councilmember Larsson (present).

Chair Wickham, Vice Chair Kunz, all Commissioners, and Council liaison attended via teleconference.

#### **PRESENTATION**

[21-0722](#) PRESENTATION - Urban Water Management Plan Update

Mansour Nasser, Water and Sewer Division Manager, presented information on the updated Urban Water Management Plan. He provided an overview of the City's water management practices as well as projections of future water use. Commissioners asked clarifying questions, and staff provided responses.

[21-0725](#) PRESENTATION - Circular Economy and Relationship to Sustainable Purchasing (Commissioner presentation)

Chair Wickham presented on the concept of a circular economy and its relationship to sustainable purchasing for local municipalities. Commissioners asked clarifying questions, and Chair Wickham provided responses.

### **ORAL COMMUNICATIONS**

None.

### **CONSENT CALENDAR**

[21-0727](#) Approve the Sustainability Commission Meeting Minutes of June 21, 2021

Commissioner Veitch moved, and Vice Chair Kunz seconded, to approve the consent calendar. The motion carried by the following vote:

**Yes:** 4 - Chair Wickham  
Vice Chair Kunz  
Commissioner Padgett  
Commissioner Veitch

**No:** 0

**Abstain:** 3 - Commissioner Pistone  
Commissioner Srinivasan  
Commissioner Wang

### **PUBLIC HEARINGS/GENERAL BUSINESS**

[21-0726](#) Selection of Chair and Vice Chair

Chair Wickham opened the floor for nominations for the office of Chair.

Vice Chair Kunz nominated Chair Wickham to serve as Chair. Chair Wickham accepted the nomination.

With no further nominations, Chair Wickham closed the floor for the nominations for the office of Chair.

The Commissioners voted to elect Chair Wickham to serve as Chair as follows:



**Yes: 7 -** Chair Wickham  
Vice Chair Kunz  
Commissioner Padgett  
Commissioner Pistone  
Commissioner Srinivasan  
Commissioner Veitch  
Commissioner Wang

**No: 0**

Chair Wickham was re-elected as Chair of the Sustainability Commission.

Chair Wickham opened the floor for nominations for the office of Vice Chair.

Commissioner Padgett nominated Vice Chair Kunz to serve as Vice Chair. Vice Chair Kunz accepted the nomination.

With no further nominations, Chair Wickham closed the floor for the nominations for the office of Vice Chair.

The Commissioners voted to elect Vice Chair Kunz to serve as Vice Chair as follows:

**Yes: 7 -** Chair Wickham  
Vice Chair Kunz  
Commissioner Padgett  
Commissioner Pistone  
Commissioner Srinivasan  
Commissioner Veitch  
Commissioner Wang

**No: 0**

Vice Chair Kunz was re-elected as Vice Chair of the Sustainability Commission.

**STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES**

[21-0739](#) Review Study Issue Process and Timelines

Staff clarified the Study Issue sponsorship process for the Commission. Study Issue ideas submitted by Commissioners will be listed on the agenda in coming months.

### **NON-AGENDA ITEMS & COMMENTS**

#### **-Commissioner Comments**

Commissioner Pistone recommended listening to the National Academy of Sciences Engineering and Medicine workshop entitled “How We Move Matters” and a webinar entitled “Public Transit is a Public Solution” on July 21, 2021.

Commissioner Veitch shared that the Santa Clara County Office of Sustainability is seeking comments on their Community Climate Action Plan.

Chair Wickham shared that the Sustainability Speaker Series subcommittee will meet soon to begin planning for the FY 2021/22 Series.

#### **-Staff Comments**

Nupur Hiremath, Environmental Programs Manager, shared that there are two upcoming Council public hearings of interest: (1) Declaring a stage 2 water supply shortage and setting the 15% water reduction target on July 27, 2021; and (2) Adoption of a Single Use Plastics Ordinance on August 10, 2021.

### **INFORMATION ONLY REPORTS/ITEMS**

[21-0721](#) Updated Annual Work Plan July 2021

### **ADJOURNMENT**

The meeting was adjourned at 9:23 p.m.



# City of Sunnyvale

## Meeting Minutes - Final Planning Commission

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Monday, July 26, 2021

7:00 PM

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

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**Special Meeting: Study Session - Canceled | Public Hearing - 7:00 PM**

### TELECONFERENCE NOTICE

#### **7:00 PM PLANNING COMMISSION 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.

Chair Howard called the meeting to order at 7:00 PM.

#### **ROLL CALL**

**Present:** 6 - Chair Daniel Howard  
Vice Chair Martin Pyne  
Commissioner Sue Harrison  
Commissioner John Howe  
Commissioner Ken Rheaume  
Commissioner Carol Weiss  
**Absent:** 1 - Commissioner David Simons

Commissioner Simon' absence is excused.

#### **ORAL COMMUNICATIONS**

None.

#### **CONSENT CALENDAR**

1. [21-0782](#) Approve Planning Commission Meeting Minutes of July 12, 2021

MOTION: Commissioner Howe moved and Chair Howard seconded the motion to approve the Consent Calendar.

The motion carried by the following vote:

**Yes:** 6 - Chair Howard  
Vice Chair Pyne  
Commissioner Harrison  
Commissioner Howe  
Commissioner Rheaume  
Commissioner Weiss

**No:** 0

**Absent:** 1 - Commissioner Simons

### **PUBLIC HEARINGS/GENERAL BUSINESS**

2.      [21-0769](#)      **Proposed Project:**  
                                 **APPEAL** of a decision by the Director of Community Development approving a Design Review to allow demolition of an existing single family home and construction of a new two-story single-family home resulting in 2,718 square feet (2,318 square feet living area and 400 square feet garage) and 44.9% Floor Area Ratio.  
**Location:** 687 Borregas Ave. (APN 204-25-019)  
**File #:** 2020-7473  
**Zoning:** R-0  
**Appellant / Owner:** Ted Schnur/ Ignatious and Raji Johnson  
**Environmental Review:** A Class 1 Categorical Exemption relieves this project from the California Environmental Quality Act (CEQA) provisions.  
**Project Planner:** Cindy Hom, (408) 730-7411, Chom@sunnyvale.ca.gov

Associate Planner Cindy Hom presented the staff report with a slide presentation.

Commissioner Weiss questioned the inclusion of a gas fireplace and water heater in the proposed project's plans. Associate Planner Hom stated that the proposed project was deemed complete after the City's Reach Codes came into effect on January 26, 2020. As such, Principal Planner Shaunn Mendrin assured Commissioner Weiss that the applicant would be subject to use all-electric appliances in the proposed project. He also verified that this issue would not warrant an amended modified Condition of Approval as it would be addressed during the building permit process.

Commissioner Weiss initiated a discussion on why another solar study was not

conducted since the one completed by Google SketchUp was called to question by the appellant. Principal Planner Mendrin explained that SketchUp is most used for solar studies involving single-family homes and that additional studies are not required. Assistant Director Andrew Miner added that since staff deemed the SketchUp solar study to be accurate, no further data is required.

Commissioner Howe requested clarification on what was mentioned in Associate Planner Hom's presentation regarding the ability of solar panels to supply enough power to a facility throughout the year. Associate Planner Hom stated that per the Zoning Code (Title 19) of the Sunnyvale Municipal Code (SMC), a solar shading of no more than 10 percent on adjacent roof surfaces and solar panels is permitted. Input from solar companies indicated 10 percent shading is still adequate since the energy collected over the course of the year is metered back to the grid and typically more than what is used. Assistant Director Miner provided an explanation on the origin and history behind the Zoning Code's solar access section (19.56.020) and confirmed that the proposed project meets the requirements of this Code.

Appellant Ted Schnur presented additional images and information to support his case.

Applicants Ignatious and Raji Johnson presented the project including additional images and information.

Commissioner Weiss probed the applicants about the possibility of improving the current landscape at the proposed project site. Applicant Ignatious Johnson responded that while certain portions of the current landscape (i.e., backyard and front strip) have been improved, he has chosen to keep the front yard's artificial turf to save water.

Commissioner Weiss asked the applicants about whether the proposed project will include a gas stove. When Applicant Ignatious Johnson confirmed that a gas stove will be used, Associate Planner Hom assured Commissioner Weiss that the City's Reach Codes pertaining to gas appliances will be enforced during the building permit process. Associate Planner Hom also advised that the Planning Commission may entertain the amendment of a Recommended Condition of Approval to ensure that the proposed project will maintain compliance with the City's Reach Codes.

Chair Howard opened the Public Hearing.

Teresa Habeck, a Sunnyvale resident, expressed that she would have opted against remodeling her home had she known that a two-story home would one day be adjacent to it. Since the proposed project will have a negative impact on the view from her bedroom window, her backyard privacy, and the noise levels she will be subject to, she suggested that a single-story expansion might fit the needs of the applicants while maintaining the continuity of the TJ Martin homes in the area.

Will Habeck, a Sunnyvale resident, clarified that the only two-story home located close to the proposed project site is the historic farmhouse built in 1912. He urged that the proposed project would have a negative impact on the view from his house, and he mentioned that multiple real estate agents advised him that less people would consider purchasing his property if it is adjacent to a two-story home. Mr. Habeck also suggested that a single-story expansion or the addition of an Accessory Dwelling Unit (ADU) will meet the applicants' needs without changing the feel and look of the neighborhood.

Commissioner Harrison questioned Mr. Habeck about two points he made during his statement. First, they discussed the proposed project's impact on Mr. Habeck's backyard view. Mr. Habeck explained that despite the proposed project being significantly behind the setback line, the sky he sees from the rear bedroom of his home will be obstructed if the proposed project passes. Then, Commissioner Harrison articulated that she has not encountered data to support the effect on property value that a two-story home has on adjacent lots. Mr. Habeck clarified that a smaller pool of applicants would be likely to purchase his home since plenty of people do not want to live next to a two-story home. Commissioner Harrison had no further questions for Mr. Habeck after he confirmed that he has no objective data from an independent study or otherwise to support his theory.

Lynette, a Sunnyvale resident, conveyed that a real estate agent informed her that a reduced pool of buyers is interested in lots adjacent to a two-story home. She revealed that a remodel of her own home included sliding glass doors leading to her patio that showcase the sky outside. She stated that this view will be replaced by a wall if the proposed project is approved.

Applicant Ignatious Johnson addressed the concerns voiced by Mr. and Mrs. Habeck. He stated that the rear bedroom of his home is in much the same position of the Habecks' rear bedroom. From this bedroom's window, Applicant Ignatious Johnson confirmed that he can see his fence and the roof of his northside neighbor's home since this neighbor's home is approximately eight feet away from

his fence. He stipulated that the Habecks' view should mirror his own regardless of whether his home is one-story or two-stories. In response to the concerns of Lynette, his rear neighbor, Applicant Ignatious Johnson advised that the rendering completed by his landscape architect included a view of the sky from Lynette's patio despite a two-story home in place of his current home. This is because the setbacks of the proposed project are about 50 feet from the rear fence. Lastly, Applicant Ignatious Johnson detailed that his northside neighbor voiced no concerns about the three percent shading that the proposed project will have on this neighbor's solar panels. If the solar panels produced reduced levels of electricity, Applicant Ignatious Johnson vouched to purchase additional solar panels to combat this loss.

Commissioner Harrison asked Applicant Ignatious Johnson to share an email exchange with his northside neighbor in which this neighbor had no objection to the proposed project. Chair Howard directed this question to staff to consider privacy requirements. Assistant Director Miner advised that the permission of all parties involved would be required to publicize the contents of this email and asked Commissioner Harrison if seeing it is necessary for her to make a land use decision. Commissioner Harrison confirmed that while it is not necessary for her to view the email exchange, she believed that it might be of importance to the public.

Appellant Schnur highlighted that the SketchUp software used to complete the solar study was a free downloadable version. He expressed concern with this since he thought that a qualified, licensed architect should have completed the solar study instead. In his opinion, Appellant Schnur believes that the Zoning Code's solar access section is badly written, unfair, and does not meet the intent of the law.

Appellant Schnur presented additional images and information to support his case.

Chair Howard closed the Public Hearing.

Commissioner Howe asked if staff is aware of a second solar study completed by the applicants which captured data from noon on December 21st. He also asked if this solar study was reviewed by staff and is considered a qualified study. Associate Planner Hom revealed that the applicants obliged to having this solar study done for the appellant. Findings from this study were submitted to staff prior to the hearing and staff found no shading impact on neighboring homes with solar panels.

Commissioner Harrison asked Senior Assistant City Attorney Rebecca Moon if she has any concerns with the legality of the solar access section of the Zoning Code.

Senior Assistant City Attorney Moon responded that she does not have any concerns since Section b of the ordinance was enacted to address confusion surrounding Section a. In reference to the question Appellant Schnur raised about the interpretation of the ordinance, Senior Assistant City Attorney Moon explained that laws exist to aid with the interpretation of laws and that courts presume that laws adopted later in time will have more bearing over laws adopted earlier in time. Senior Assistant City Attorney Moon stated that since Section b of the solar access section clarifies how a solar study must be performed and is intended to modify Section a, she has no concerns about the legality of the Zoning Code or its solar access section.

Commissioner Harrison questioned whether the findings of the applicants' solar study were presented in a way that is consistent with similar residential projects. Assistant Director Miner answered that they were and explained that since there were not a lot of good ways to measure solar shading in the past, there was a need for licensed professionals to complete solar studies. Today, free software such as Google SketchUp has simplified the process of measuring solar shading. Although it is free and easy to use, its results are still valid.

Vice Chair Pyne requested clarification on what is meant by, "cumulative shadowing effect of less than ten percent total over the course of the three hundred sixty-five-day solar cycle," as noted in Section b.2 of the Zoning Code's solar access section. Assistant Director Miner replied that if more than 10 percent of the rooftop is shaded between 9 a.m. and 3 p.m. Pacific Time on December 21st, a solar study taking place over the course of a year is required. This is to ensure that the average amount of shade on the rooftop does not exceed 10 percent over the course of a year.

Commissioner Rheume proposed the motion to approve Alternative 1: Deny the Appeal and approve the Design Review based on Recommended Findings in Attachment 3 and subject to the Recommended Conditions of Approval in Attachment 4. Commissioner Howe seconded his proposal and invited Commissioner Weiss to include a friendly amendment pertaining to the City's Reach Codes.

Commissioner Weiss suggested that for the proposed project to be compliant with the City's Reach Codes, it should not include gas appliances. In addition, she advocated for the replacement of the artificial turf in the proposed project's front yard with drought-tolerant native vegetation.



Commissioner Rheume accepted Commissioner Weiss' recommendations.

Commissioner Howe confirmed with Assistant Director Miner that the City's Reach Codes were enacted by the City Council as an ordinance. As such, Commissioner Howe advised Commissioner Weiss that staff will inform the Building Department and the applicant about the Reach Codes and their applicability.

Assistant Director Miner addressed Commissioner Weiss' second recommendation by explaining that since the City enforces water conservation through an existing ordinance, Commissioner Weiss should reiterate the standards of this ordinance in a modified Recommended Condition of Approval rather than implement an ad hoc amendment.

Assistant Director Miner reminded the Commissioners that Associate Planner Hom offered the use of flat, concrete roof tiles rather than S-curve roof tiles for the proposed project. Commissioner Rheume confirmed that he agrees with this recommendation.

MOTION: Commissioner Rheume moved and Commissioner Howe seconded the motion for Alternative 2 - Deny the Appeal and approve the Design Review based on Recommended Findings in Attachment 3 and subject to modified conditions of approval.

The modified Conditions of Approval are as follows:

- 1.) Note that Recommended Condition of Approval PS-4 must be added and should read as follows: "Roof Material. Prior to building permit issuance, the applicant shall revise the plans to show concrete, flat roof tiles."
- 2.) Note that Recommended Condition of Approval PS-5 must be added and should read as follows: "Compliance with Reach Codes. The applicant shall work with staff to ensure Reach Codes requirements are met."

Commissioner Rheume emphasized that his role as a Planning Commissioner is to enforce policy. The proposed project's ability to meet the City's requirements and Senior Assistant City Attorney Moon's explanation about these requirements solidified his belief that the proposed project meets City policies. Therefore, Commissioner Rheume voiced his support of the proposed project.

Commissioner Howe stated that since the proposed project meets the Zoning Code requirements, the Planning Commissioners are required to approve it.

Commissioner Harrison echoed Commissioner Howe's statement and recognized the applicants' efforts to ensure that every requirement of the City is met.

Vice Chair Pyne believes that the proposed project meets the requirements of the Zoning Code's solar access section. In reviewing the legislative history of the Zoning Code's solar access section, he discovered that the City Council declined the Sustainability Commission's recommendation that 3 p.m. is too early of a time to evaluate solar shading. As a result, Vice Chair Pyne believes that Section b.1 of the Zoning Code's solar access section is in alignment with the City Council's interpretation, so he spoke in favor of the proposed project.

Chair Howard confirmed his support of the proposed project since it meets the City's standards which, as a Planning Commissioner, he is bound to uphold. He encouraged those who want to improve the City's standards to engage in the study issues and the public process for creating them.

Commissioner Weiss stated her opposition for the proposed project since it does not fit in aesthetically with the surrounding TJ Martin homes, a second solar shading analysis was not completed, and the applicants displayed a lack of concern for the environmental features of the proposed project.

The motion carried by the following vote:

**Yes:** 5 - Chair Howard  
Vice Chair Pyne  
Commissioner Harrison  
Commissioner Howe  
Commissioner Rheaume

**No:** 1 - Commissioner Weiss

**Absent:** 1 - Commissioner Simons

This decision is final.

**STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES**





# City of Sunnyvale

## Meeting Minutes - Draft

### Board of Library Trustees

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Monday, August 2, 2021

7:00 PM

Teleconference Meeting: City Web  
Stream

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#### **Teleconference Notice**

#### **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.

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

#### **ROLL CALL**

**Present:** 5 - Vice Chair Sharlene Wang  
Board Member Kathy Boelter  
Board Member Mark Isaak  
Board Member Rahul Jain  
Board Member Andrew Ma

Council Liaison Melton (absent)

Board Member Boelter announced she would leave the meeting at 7:45 p.m.

#### **PRESENTATION**

[21-0774](#) PRESENTATION - Library Services and the Digital Divide

Supervising Librarians Christine Bassett, Chaunacey Dunklee and Nan Choi presented the multitude of library services offered and discussed the digital divide in Sunnyvale.

Board Member Boelter left the meeting.

#### **ORAL COMMUNICATIONS**

None.

#### **CONSENT CALENDAR**

Board Member Jain moved and Board Member Ma seconded, approval of the consent calendar as presented. The motion carried by the following vote:

**Yes:** 4 - Vice Chair Wang  
Board Member Isaak  
Board Member Jain  
Board Member Ma

**No:** 0

**Absent:** 1 - Board Member Boelter

**1.A**     [21-0772](#)     Approve the Board of Library Trustees Meeting Minutes of June 7, 2021

Approve the Board of Library Trustees Minutes of June 7, 2021 as submitted.

**PUBLIC HEARINGS/GENERAL BUSINESS**

**2**     [21-0771](#)     Selection of Chair and Vice Chair

Nominations were opened for Chair to the Board of Library Trustees. Vice Chair Wang was nominated. No further nominations were presented.

Vote on nomination for Vice Chair Wang for Chair:

**Yes:** 4 - Vice Chair Wang  
Board Member Isaak  
Board Member Jain  
Board Member Ma

**No:** 0

**Absent:** 1 - Board Member Boelter

Nominations were opened for Vice Chair to the Board of Library Trustees. Board Member Isaak was nominated. No further nominations were presented.

Vote on nomination for Board Member Isaak for Vice Chair:

**Yes:** 4 - Vice Chair Wang  
Board Member Isaak  
Board Member Jain  
Board Member Ma

**No:** 0

**Absent:** 1 - Board Member Boelter

Vice Chair Wang opened the public hearing, and there being no public testimony, closed the public hearing.

**3      [21-0773](#)      Annual Review of Code of Ethics and Conduct for Elected and Appointed Officials**

Superintendent Steve Sloan inquired if the Board had any questions or comments about the 2021 Code of Ethics and Conduct for Elected and Appointed Officials.

Vice Chair Wang opened the public hearing, and there being no public testimony, closed the public hearing.

**STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES**

**NON-AGENDA ITEMS & COMMENTS**

**-Board Member Comments**

Vice Chair Wang inquired about the federal funding projects approved by Ro Khanna.

**-Staff Comments**

Superintendent Steve Sloan spoke about: library patron traffic, patron PC's will be updated no later than August 23 including printing and scanning services, the Civic Center just had it's topping out ceremony with the last steel beam being placed, the Branch Library is at the 75% design marker, and in-person programming will most likely start in September.

**ADJOURNMENT**

Vice Chair Wang adjourned the meeting at 8:15 p.m.



# City of Sunnyvale

## Meeting Minutes - Final Planning Commission

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Monday, August 9, 2021

7:00 PM

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

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**Special Meeting: Study Session - Canceled | Public Hearing - 7:00 PM**

### TELECONFERENCE NOTICE

#### **STUDY SESSION CANCELED**

#### **7 P.M. PLANNING COMMISSION 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.

Chair Howard called the meeting to order at 7:01 PM.

#### **ROLL CALL**

**Present:** 5 - Chair Daniel Howard  
Vice Chair Martin Pyne  
Commissioner Sue Harrison  
Commissioner John Howe  
Commissioner Ken Rheaume  
**Absent:** 2 - Commissioner David Simons  
Commissioner Carol Weiss

Commissioner Simons' and Commissioner Weiss' absences are excused.

#### **PRESENTATION**

1. [21-0804](#) PRESENTATION - Introduction and Overview of Fire Prevention

Fire Marshal Vincent Anderson provided the Planning Commission with an overview of his education, background, and career history. Then, he introduced the City's Fire Prevention team and elaborated on its roles and responsibilities. These include

completing field inspections and annual maintenance checks, verifying that projects are compliant with the City's requirements, and ensuring that chemical inventories are updated. Lastly, Fire Marshal Anderson thanked the Planning Commissioners for their support, resources, and efforts to ensure that each project reviewed considers such factors as quality, emergency access, and longevity.

At Commissioner Harrison's prompting, Fire Marshal Anderson defined a high-rise and explained how public and private sector entities collaborate to inspect all angles of multi-family high-rises. Commissioner Harrison and Fire Marshal Anderson also discussed concerns and issues regarding fire safety that the Planning Commissioners should be aware of. Among these, dead vegetation with the potential to combust was mentioned.

Assistant Director Andrew Miner recognized the support of Fire Prevention in the process of reviewing projects and applications.

Chair Howard relayed a past concern regarding the inclusion of safety equipment and additions during the planning process review.

### **ORAL COMMUNICATIONS**

None.

### **CONSENT CALENDAR**

2.        [21-0802](#)        Approve Planning Commission Meeting Minutes of July 26, 2021

MOTION: Commissioner Howe moved and Vice Chair Pyne seconded the motion to approve the Consent Calendar.

The motion carried by the following vote:

**Yes:** 5 -    Chair Howard  
                 Vice Chair Pyne  
                 Commissioner Harrison  
                 Commissioner Howe  
                 Commissioner Rheaume

**No:** 0

**Absent:** 2 -    Commissioner Simons  
                 Commissioner Weiss

### **PUBLIC HEARINGS/GENERAL BUSINESS**



3.        [21-0781](#)        **Proposed Project:**    Related applications on a 1.5-acre site:  
                                 **USE PERMIT** to allow the construction of two new six-story hotel buildings totaling 274 hotel rooms, underground garage with mechanized parking, parking adjustment to allow valet parking, and installation of related site improvements.  
                                 **TENTATIVE MAP** to allow a lot merger and subdivision for condominium purposes.  
**Location:** 247 and 295 Commercial St (APNs: 205-34-006 and 205-34-013)  
**File #:** 2020-7478  
**Zoning:** Manufacturing and Services (M-S)  
**Applicant / Owner:** DOA Development (applicant) / Stepan Family Trust (property owner of 247 Commercial Street) and Huy Tu Trustee & Et Al (property owner of 295 Commercial Street)  
**Environmental Review:** The project is consistent with the Land Use and Transportation Element (LUTE) of the City's General Plan and no additional environmental review is required pursuant to CEQA Guidelines Section 15183 and Public Resources Code Section 21083.3.  
**Project Planner:** Cindy Hom, (408) 730-7411, Chom@sunnyvale.ca.gov

Associate Planner Cindy Hom articulated that this agenda item is being continued to a date uncertain and stated that it will be renoticed and readvertised once a new date has been selected.

There was no applicant presentation for this agenda item.

Chair Howard opened the Public Hearing.

There were no public speakers for this agenda item.

Chair Howard closed the Public Hearing.

MOTION: Commissioner Howe moved and Commissioner Harrison seconded the motion to continue Public Hearing Agenda Item 3 to a date uncertain to allow the applicant additional time to respond to comments related to the environmental analysis.

The motion carried by the following vote:

**Yes:** 5 - Chair Howard  
Vice Chair Pyne  
Commissioner Harrison  
Commissioner Howe  
Commissioner Rheaume

**No:** 0

**Absent:** 2 - Commissioner Simons  
Commissioner Weiss

**STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES**

**INFORMATION ONLY REPORTS/ITEMS**

4. [21-0803](#) Planning Commission Proposed Study Issues, Calendar Year: 2022  
(Information Only)

**NON-AGENDA ITEMS AND COMMENTS**

**-Commissioner Comments**

Commissioner Rheaume asked when ground will be broken where Macy's previously was in the City's downtown area. Assistant Director Miner and Principal Planner Shaunn Mendrin confirmed that construction will likely begin in October 2021 and assured that Administrative Aide Guia Sharma will send the Planning Commissioners a link to the City's webpage detailing this project.

**-Staff Comments**

Assistant Director Miner reminded Chair Howard and Vice Chair Pyne of a training opportunity available to them on August 12, 2021. He then advised that on August 10, 2021, the City Council will discuss how to return to in-person City Council meetings which will influence how Planning Commission hearings will be conducted. Next, he announced that the early registration rate for the 2021 APA CA Conference ends on August 13, 2021. He stated that Administrative Aide Sharma will register those who are interested. Lastly, Assistant Director Miner provided a brief overview of agenda items pertaining to the Planning Commission hearing taking place on August 23, 2021.

**ADJOURNMENT**

Chair Howard adjourned the meeting at 7:35 PM.



# City of Sunnyvale

## Agenda Item

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**21-0786**

**Agenda Date:** 8/31/2021

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Information/Action Items

## Information/Action Items - Council Directions to Staff

Date Requested	Directive/Action Required	Dept	Due Date	Completed
5/4/21	Add annual update to CAP report to include REACH code exceptions for the year.	CDD	Oct 2021	
5/25/21	Identify how other cities identified targets for open space as part of a land use plan.	CDD	Oct 2021	
6/29/21	Offer One on One meetings with Councilmembers to discuss preparations for the upcoming Valley Water study session in October.	ESD	Aug 2021	
7/13/21	Prepare an outreach plan for the mobile home park community with regards to the MOU and provide Council with information in advance for comments/feedback.	CDD	Aug 2021	8/17/21
7/13/21	Prepare an RTC for Council to take a position on upcoming redistricting for all elected seats within the jurisdiction of Sunnyvale.	OCM	Aug 2021	8/10/21
8/10/21	Prepare LAP for consent agenda that provides authority to the Mayor to advocate with the Governor on the extension of Executive Order No. N-08-20	OCM	Sept 2021	8/31/21
8/10/21	Prepare LAP for consent agenda that advocates for no more than 3 Santa Clara County Supervisors represent the boundaries within the City of San Jose.	OCM	Sept 2021	8/31/21
8/10/21	Prepare for Study Session on September 14, 2021 on Short-Term Rental Ordinance and other Council guidance on this issue.	OCM	Sept 2021	

## New Study/Budget Issues Sponsored by Council

Date Requested	Study/Budget Issue Topic	Requested By	Dept	Approved by City Manager
	N/A			

Initial Sponsor in **Bold**.

Following approval by the City Manager, study issues papers are posted to:

<https://sunnyvale.ca.gov/government/council/study/studyissues.htm>

Printed on 8/26/2021



# City of Sunnyvale

## Agenda Item

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21-0839

Agenda Date: 8/31/2021

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### 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.

David Simons, who was appointed to the Planning Commission on July 1, 2019 and serving a term to expire June 30, 2023, has submitted a letter of resignation from the Commission, effective August 9, 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 Planning Commission vacancy will be promoted with the current recruitment process for November 2021 appointments. The application deadline for this recruitment is November 5 at 4 p.m., with interviews tentatively scheduled for November 16, and appointments on November 30.

With this resignation, the recruitment includes the following vacancies:

Personnel Board-Council nominated (1)

Planning Commission (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