



City of Sunnyvale

Notice and Agenda

City Council

Tuesday, September 30, 2014

5:00 PM

Council Chambers and West Conference
Room, City Hall, 456 W. Olive Ave.,
Sunnyvale, CA 94086

Special Meeting-Study Session-5 PM | Study Session-6 PM | Regular Meeting-7 PM

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

1 Call to Order in the West Conference Room

2 Roll Call

3 Convene to Study Session

[14-0743](#)

Review Performance Evaluation Tools for the City Manager
and City Attorney

4 Public Comment

5 Adjourn Special Meeting

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

1 Call to Order in the West Conference Room

2 Roll Call

3 Study Session

[14-0706](#)

City's Criteria and Standards for Accepting Park Land
Dedications

4 Public Comment

5 Adjourn Special Meeting

7 P.M. COUNCIL MEETING

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

CALL TO ORDER

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

SALUTE TO THE FLAG**ROLL CALL****SPECIAL ORDERS OF THE DAY**

- | | |
|--------------------------------|---|
| <u>14-0401</u> | SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and Commission Members |
| <u>14-0826</u> | SPECIAL ORDER OF THE DAY - Recognition of National Arts and Humanities Month |
| <u>14-0929</u> | SPECIAL ORDER OF THE DAY - National Breast Cancer Awareness Month |

PUBLIC ANNOUNCEMENTS

Each speaker is limited to three minutes for announcements of community events, programs, or recognition.

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 submit a speaker card to the City Clerk prior to the start of the meeting or before approval of the consent calendar.

- 1.A** [14-0869](#) Approve City Council Meeting Minutes of September 16, 2014

Recommendation: Approve the City Council Meeting Minutes of September 16, 2014 as submitted.

- 1.B [14-0882](#) Approve the List(s) of Claims and Bills Approved for Payment by the City Manager

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

- 1.C [14-0775](#) Award of Bid No. PW14-15 for Sunnyvale Bicycle Lanes Project, Finding of CEQA Categorical Exemption, and Approval of Budget Modification No. 12 to Combine Four Existing Bicycle Lane Projects into the New Sunnyvale Bicycle Lanes Project, and to Appropriate a \$12,000 Developer Contribution

Recommendation: 1) Award a contract in substantially the same form as Attachment 2 and in the amount of \$160,940, to Chrisp Company for the subject project, and authorize the City Manager to execute the contract when all the necessary conditions have been met; 2) Approve a 10% construction contingency in the amount of \$16,094; 3) Make a finding of CEQA categorical exemption pursuant to Section 15304(h) for the installation of bike lanes within the existing rights-of-way, and 4) Approve Budget Modification No. 12 to combine four existing bicycle lane projects into the new Sunnyvale Bicycle Lanes Project, and to appropriate a \$12,000 developer contribution.

- 1.D [14-0809](#) Rejection of Proposal Received in Response to Request for Proposals No. F14-85 for Design and Construction Support Services for Mary Avenue Bicycle Lanes

Recommendation: Reject the proposal received in response to Request for Proposals No. F14-85.

- 1.E [14-0827](#) Approval of Budget Modification No. 17 to Provide Funding for Temporary Planning Staff and Authority to Modify Contracts (F15-17)

Recommendation: 1) Approve Budget Modification No. 17 to appropriate \$300,000 to a special project for temporary planning services; and 2); Delegate authority to the City Manager to amend resultant contract(s) to a level greater than \$100,000 so long as there is a corresponding decrease to the other contracts and the total appropriation of \$300,000 is not exceeded.

- 1.F [14-0828](#) Award of Contract to Purchase Chlorine for the Water Pollution Control Plant (F15-16)

Recommendation: 1) Award a contract to Sierra Chemical Company in the amount of \$125,000; and 2) Delegate authority to the City Manager to renew the contract for up to two additional one-year periods, provided the operational need exists, budgeted funding is available and pricing/service remain acceptable.

- 1.G [14-0838](#) Authorization to Accept \$651,000 Contract to Administer Workforce Investment Act Operations for the County of San Mateo

Recommendation: Authorize NOVA to accept a \$651,000 contract with San Mateo County to administer Workforce Investment Act operations in San Mateo County through June 30, 2015.

- 1.H [14-0839](#) Award of Bid No. PW15-02 for Pavement Repair Digouts and Finding of CEQA Categorical Exemption

Recommendation: 1) Award a contract, in substantially the same form as Attachment 2 and in the amount of \$397,400, to O'Grady Paving, Inc. for the subject project, and authorize the City Manager to execute the contract when all the necessary conditions have been met, 2) Approve a 10% construction contingency in the amount of \$39,740, and 3) Make a finding of CEQA categorical exemption pursuant to Section 15301(c) for the rehabilitation of existing streets with no expansion of existing use.

- 1.I [14-0840](#) Award of Contract for Asphalt Patch Truck (F15-06)

Recommendation: Award a contract in the amount of \$130,571 in substantially the same form as the attached draft purchase order, to Big Valley Ford for one asphalt patch truck.

- 1.J [14-0841](#) Award of Contracts for Public Safety Uniforms and Equipment (F14-94)

Recommendation: 1) Award a three-year contract, in substantially the same form as the Draft Purchase Order presented as Attachment 2 and in an amount not to exceed \$400,000 to Summit Uniforms; 2) Award a three-year contract, in substantially the same form as the Draft Purchase Order presented as Attachment 3 and in an amount not to exceed \$200,000 to LC Action Police Supply; and 3) Delegate authority to the City Manager to renew the Purchase Orders for two additional one-year periods, not-to-exceed budgeted amounts, if pricing and services are acceptable to the City.

- 1.K [14-0843](#) Reject Bids Received in Response to Invitation for Bids No. PW15-04 for Baylands Park Equipment Replacement

Recommendation: Reject the three bids received in response to Invitation for Bids No. PW15-04.

- 1.L [14-0813](#) City of Sunnyvale 2014 Conflict of Interest Code Biennial Notice

Recommendation: Review the Conflict of Interest Code Biennial Notice (Attachment 2) pursuant to state law and direct staff to return to Council within 90 days a resolution amending the Conflict of Interest Code to include proposed revisions to designated City positions as submitted (Attachment 3).

PUBLIC COMMENTS

This category 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 three minutes per speaker. If your subject is not on this evening's agenda you will be recognized at this time; however, the Brown Act (Open Meeting Law) does not allow action by Councilmembers. If you wish to address the Council, please complete a speaker card and give it to the City Clerk. Individuals are limited to one appearance during this section.

PUBLIC HEARINGS/GENERAL BUSINESS

If you wish to speak to a public hearings/general business item, please fill out a speaker card and give it to the City Clerk. You will be recognized at the time the item is being considered by Council. 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 [14-0902](#) REQUEST FOR CONTINUATION to October 28, 2014 for the Introduction of an Ordinance Amending Chapter 19.44 (Signs) Of Title 19 (Zoning), Adding Chapter 9.58 (Signs On City Property) of Title 9 (Public Peace, Safety Or Welfare), and Amending Section 1.04.010 (General Penalty) of the Sunnyvale Municipal Code Related to Various Clean-Up Items and Adding Provisions for Signs on City Property

Recommendation: In order to balance the Council agenda of September 30, 2014 staff requests continuance of this item to October 28, 2014.

- 3 [14-0595](#) Approval of a Cost Sharing Agreement with the Santa Clara Valley Water District for Construction of the Wolfe Road Recycled Water Facilities, and Consideration of an Addendum to the Previously-Adopted Mitigated Negative Declaration for the Wolfe Road Recycled Water Project; Approval of an Agreement with the Santa Clara Valley Water District for Recycled Water Supply for Non-Potable Use; and Approval of the Framework for a Long-Term Integration Agreement with the Santa Clara Valley Water District to Supply Recycled Water from Sunnyvale's Wastewater Plant for Potable Water Reuse

Recommendation: Alternatives 1, 2, 3 and 4: 1) Find that the Addendum to the Mitigated Negative Declaration for the Wolfe Road Recycled Water Project makes minor technical changes or additions to the Mitigated Negative Declaration that will not involve new significant environmental impacts or increase the severity of previously identified environmental impacts, and that no further environmental review is required; 2) Authorize the City Manager to execute the Cost Sharing Agreement with the Santa Clara Valley Water, in substantially the same form as set forth in Attachment 2, for Construction of the Wolfe Road Recycled Water Facilities; 3) Authorize the City Manager to execute an Agreement with the Santa Clara Valley Water District for Recycled Water Supply for Non-Potable Use, in substantially the same form as set forth in Attachment 3; and 4) Approve the Framework for a Long Term Agreement with the Santa Clara Valley Water District, presented as Attachment 4, to Supply Recycled Water from Sunnyvale's Wastewater Plant for Potable Water Reuse.

- 4 [14-0607](#) Lawrence Expressway Grade Separations Study -
Consideration of Conceptual Alternative

Recommendation: Alternative 1: Endorse the Recommended Final Concept for Lawrence Expressway Grade Separations for inclusion in the County Expressway Plan.

- 5 [14-0762](#) Adopt a Resolution to Amend Annual Fee Resolution to
update FY 2014/15 Park Dedication In-Lieu Fee Land
Valuation

Recommendation: Alternative 1: Adopt a Resolution Amending the Annual Fee Resolution setting the Park Land Valuation for FY 2014/15 at \$96 per square foot.

- 6 [14-0568](#) Consider Requirements for Budget Issue Sponsorship Similar
to Study Issue Sponsorship

Recommendation: Mayor Griffith requests approval of Alternatives 1 and 3: 1) Approve the addition of a Council Policy on Budget Items and direct staff to draft the policy, based on the language provided in Attachment A; and 3) Approve as part of the new policy a change to require co-sponsorship of Budget Issue papers.

COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS

NON-AGENDA ITEMS & COMMENTS

-Council

-City Manager

INFORMATION ONLY REPORTS/ITEMS

[14-0872](#) Tentative Council Meeting Agenda Calendar

[14-0761](#) Information/Action Items

[14-0886](#) Study Session Summary of September 2, 2014 - City Council
Strategic Planning Meeting

[14-0874](#) Board/Commission Meeting Minutes

ADJOURNMENT**NOTICE TO THE PUBLIC**

The agenda reports to council (RTCs) may be viewed on the City's Web site at sunnyvale.ca.gov after 7 p.m. on Thursdays or at the Sunnyvale Public Library, 665 W. Olive Ave. as of Fridays 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, Sunnyvale, California 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 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.

Pursuant to the Americans with Disabilities Act, if you need special assistance in this meeting, please contact the Office of the City Clerk at (408) 730-7483. Notification of 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.106 ADA Title II).

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" document available at Presentations.inSunnyvale.com.

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 City Clerk (located to the left of the Council dais). The City Clerk will distribute your items to the Council.

Upcoming Meetings

Visit CouncilMeetings.inSunnyvale.com for upcoming Council meeting information.

Visit BoardsandCommissions.inSunnyvale.com for upcoming board and commission meeting information.

For a complete schedule of KSUN-15 Council meeting broadcasts, visit KSUN.insunnyvale.com.



City of Sunnyvale

Agenda Item

14-0743

Agenda Date: 9/30/2014

Review Performance Evaluation Tools for the City Manager and City Attorney



5 P.M. SPECIAL COUNCIL MEETING (Study Session)
Review Performance Evaluation Tools for the City
Manager and City Attorney
September 30, 2014

List of Possible Facilitators

<u>Name / Title</u>	<u>Agency</u>	<u>Contact Information</u>
Philip E. Berghausen, Jr., Ph.D. Emeritus	Center for Executive Solutions http://www.centerexecsolutions.org/	Phone: 408-307-9666 Email: phil@centerexesolutions.org
Mary Egan Partner, Human Resource Services	Municipal Resources Group http://municipalresourcegroup.com/	Phone: 916-261-7547 Email: egan@municipalresourcegroup.com
Nancy Hetrick Senior Manager	Management Partners http://www.managementpartners.com/	Phone: 408-437-5400 Email: nhetrick@managementpartners.com
R. William Mathis, Ph.D. Management Psychologist	Mathis Consulting Group http://www.mathisgroup.net/	Phone: 707-252-2151 Email: Dr.Bill@MathisGroup.net
Jan Perkins Senior Partner	Management Partners http://www.managementpartners.com/	Phone: 408-437-5400 Direct: 949-202-8870 Email: jperkins@managementpartners.com
Andrew Winzelberg, Ph.D. Executive Director	Center for Executive Solutions http://www.centerexecsolutions.org/	Phone: 408-221-0324 Email: Andy@centerexecsolutions.org



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Our Team

Philip E. Berghausen, Jr., Ph.D.

Dr. Philip E. Berghausen, Jr., founder and executive director of the Center for Executive Solutions until 2013, has advised executives about leadership and organizational excellence for more than 25 years. Phil uses his extensive knowledge of the behavioral sciences to assist organizations in enhancing their effectiveness. His practice areas include executive assessment and development, leadership and management training, team effectiveness consultation, and organizational effectiveness enhancement. He applies rigorous, objective analysis to sensitive issues, particularly those involving human performance and safety, which often have the potential for litigation and adverse publicity. He combines broad, practical experience in founding, leading, managing, and advising organizations to serve a wide range of clients including public and investor-owned utilities, governments, academic institutions, and other for-profit and not-for-profit organizations.



Career highlights include having designed and implemented programs that were cited as important in earning a client both the Malcolm Baldrige National Quality Award and designation as one of *Fortune* magazine's "100 Best Companies to Work for in America." He also analyzed human factors and management issues contributing to the Chernobyl incident as an invited delegate to the First International Workshop on Past Severe Accidents and their Consequences.

Prior to founding the Center for Executive Solutions (formerly known as Berghausen Consulting, Inc.), Phil advised clients with regard to personnel selection and organizational development while working for an international management consulting firm. He was also vice president and co-owner of a consulting firm that specialized in pre-employment and fitness-for-duty screening. He has held management and teaching positions at academic institutions and medical centers.

Phil has consulted with client organizations on a broad range of topics designed to enhance individual, team, and overall organizational performance. He also has conducted research and has published and presented papers on such issues as emotional stability screening in the nuclear power generation industry, workplace effectiveness, employee selection, motivation, and ethical use of assessment instruments. His diverse work has been recognized in the popular [press](#).

Phil has served as an examiner for the Malcolm Baldrige National Quality Award and has completed the Leadership Education Program at Harvard's Kennedy School of Government. He also has completed courses pertaining to nuclear technology and executive and organizational effectiveness, including courses offered by MIT and the

- [Andrew Winzelberg, Ph.D.](#), Executive Director
- [Brenda Brownlow, Ph.D.](#), Director
- [Philip E. Berghausen, Jr., Ph.D.](#), Emeritus

Affiliates:

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- [William C. Horst, Ph.D.](#)
- [Ken Macher, M.Ed.](#)
- [Gary M. Olson, Ph.D.](#)
- [Anna M. Ranieri, Ph.D., M.B.A.](#)
- [Patricia M. Smith, Ph.D.](#)



Center for Creative Leadership. He is a past secretary of the Society of Consulting Psychology and a past chair of the Human Factors Division of the American Nuclear Society. He received his doctoral and master's degrees in Psychology from Colorado State University and his bachelor's degree in Slavic Linguistics and Russian Area Studies from Lawrence University.



Mary Egan

Partner, Human Resource Services

She is highly skilled at negotiations and workplace investigation, and often uses those skills, along with her considerable experience, when advising her clients regarding employment related risk mitigation, strategic planning and interest-based problem resolution. Mary's specialties are assisting governing boards and government leaders with executive level performance evaluations, organizational problem analysis and skillful resolution, as well as coaching key employers to address deficiencies and maximize organizational impact.

As a Private Investigator licensed by the State of California, Mary has handled hundreds of workplace investigations for both private sector and public employers on all types of employment matters over the last several years, including claims of discrimination, harassment, retaliation, whistle blowing, substance abuse, threats of violence, assault, theft, fraud, violations of company policies, wage and hour violations, and other forms of alleged misconduct. Mary is experienced in testifying during administrative and judicial proceedings regarding completed investigations and provides expert testimony on the adequacy of workplace investigations, human resource practices and public sector employment standards and expectations. She is also qualified as an expert in State Court on the adequacy of investigations.

Mary's commitment to and passion for improving the quality of workplace investigations nationwide is demonstrated by her role with the Association of Workplace Investigators (AWI, formerly, California Association of Workplace Investigators). She is a founding member of AWI, formed in October 2009 and spent four years developing the AWI's published standards for workplace investigations and serving as a faculty member at the Workplace Investigation Institute.

In addition to investigations and expert testimony, Mary facilitates staff retreats, team based problem solving and labor management committees, works with elected boards to define the performance expectations of their key managers, serves as a neutral fact finder in resolution of employer/employee issues.

Prior to joining Municipal Resource Group, Mary held key positions with both the City of Sacramento, where she served in various capacities (1980 1988), and the City of San Jose, where she was the Employee Relations Officer and Chief Negotiator (1988 1993). While with Shannon Associates (1996 2001) Mary managed recruitments for virtually all high-level council and manager appointed executives, as well as complex human resources assessments for large and complex clients. She continued her consulting services with many high profile clients after starting her own firm in 2001, and maintains long-term and consulting relationships with major cities and counties in California. Mary is a recognized expert in municipal government interest arbitration.

In addition to her significant field experience with major clients, Mary earned a Bachelor of Science degree in Applied Behavioral Sciences from the University of California, Davis, where she was named "Outstanding Female Graduate," and a Master of Public Administration (MPA) degree from San Francisco State University. Mary is a founding member of the California Association of Workplace Investigators (CAOWI), participating as Chairperson of the Legislation Committee and member of the Best Practices Committee.

Mary is a frequent presenter at conferences, seminars and meetings of several professional organizations, including the League of California Cities, the International Public Management Association (IPMA), the California Public Employers Labor Relations Association (CALPELRA), the Municipal Management Assistants of Northern California (MMANC), and the California State Association of Counties (CSAC).



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Our Team

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Nancy Hetrick

Senior Manager



Nancy Hetrick has more than 10 years of local government experience as a staff member and as a consultant. She was a performance measurement expert for Management Partners from 1996 to 2001, when she was named principal management analyst in the San Mateo County (California) Manager's Office. In 2006, she returned to Management Partners, working out of its San Jose office.

Nancy has been a trainer for the ICMA Center for Performance Measurement, and has assisted numerous cities and counties in California and Washington with developing performance management systems. During her five years with San Mateo County, she oversaw criminal justice assignments, including budget development and oversight, and was the performance management manager for county departments. In 2006, Nancy was president of the Municipal Management Association of Northern California.

Email: [Click here](#)

Phone: 408-437-5400

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**R. WILLIAM MATHIS, PH.D.
MANAGEMENT PSYCHOLOGIST**

Biographical Summary

Dr. Mathis holds a Ph.D. in Clinical / Industrial Psychology from the University of North Dakota at Grand Forks, a Master's Degree in Clinical Psychology from the University of Portland in Oregon and a Bachelor's degree in Chemistry / Biology and Psychology from the University of Puget Sound in Tacoma, Washington.

Dr. Mathis is the founder of Mathis Group, and has sole proprietorship. The firm is currently located in Napa, California. The firm provides both general management and clinical consulting services to public and private sectors. High risk, safety, law enforcement and crisis related situations are special niches addressed through the clinical psychologists on staff.

Dr. Mathis is a well-known writer and speaker, whose published well-read articles include "When Council is Unhappy with the City Manager," "What Councils want from their Managers... but do not Tell Them," The Business Journal, "Don't Drop the Ball on Your City Council", "The 7 Symptoms of a Manager in Trouble...", Public Management. He is well known throughout the United States and is frequently seen in both western and east coast cities. His "whole team" concept of intermingling business consultants with psychologists brings a "value added" concept to his clients.

Dr. Mathis and his firm, Mathis Group, offer a wide variety of services such as:

- City Manager / City Attorney Evaluation
- Team Building / Goal Setting Workshops
- Style Analysis - Individual and Group
- Effective Communications
- Problem Solving and Project Management
- Organization / Department Audits
- Strategic Planning
- Executive Recruitments
- Coaching and Mentoring
- Change Management Strategies
- Personnel Conflicts / Outpatient Services

Mathis Group has been a member of numerous Chambers of Commerce and public organizations including ICMA (International City Managers' Association) California, City Manager's Foundation, National League of Cities and League of California Cities.

Our Team

A B C D E F G H I J K L M N O **P** Q R S T U V W X Y Z all

Jan Perkins

Senior Partner



Jan Perkins has 30 years of management experience in local government. Before joining Management Partners in 2005, she served in several California and Michigan jurisdictions, including as city manager in Fremont and Morgan Hill, California. She also served the cities of Santa Ana, California; Grand Rapids, Michigan; and Adrian, Michigan. She provides assistance to government leaders in organizational analysis, leadership development, facilitation, strategic planning, teambuilding,

executive coaching and performance evaluation, workforce and succession planning, and policy board/staff effectiveness. Jan has authored a number of articles, including "Hiring 2.0: 23 Creative Ways to Recruit and Keep Great Staff," which appeared in the January/February 2011 issue of *Public Management* magazine; "Successful Leadership," March 2005, *Public Management* magazine; and "The Value of Going Back to the Basics," co-authored with former Fremont Mayor Gus Morrison, June 2005, *Western City* magazine. Jan is an ICMA Credentialed Manager.

In September 2013, Jan Perkins was recognized by the Kansas University Managers and Trainees Alumni Organization (KUCIMAT) with a Lifetime Achievement Award for extraordinary contributions to the City Management profession during the ICMA Conference. Read more about Jan's accomplishments in the profession [here](#).

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Our Team

Andrew Winzelberg, Ph.D.

Dr. Andrew Winzelberg, co-founder and Executive Director of the Center for Executive Solutions, has applied his understanding of human behavior and learning to help organizations maximize workforce productivity since 1996. His practice areas include executive assessment and development, leadership and management training, team effectiveness consultation, and organizational effectiveness enhancement. Andrew has assessed individual and team performance and has created developmental plans for individuals and teams at all levels of an organization. He has worked extensively with nuclear utilities and local governments.



Andrew has developed customized 360-degree assessments with data mining technology that enhances the effectiveness both of individual managers and of organization-wide professional development programs. His knowledge of instructional design and research methodology has helped decision-makers understand complex data. He has developed industry-specific leadership academies and lectures on leadership, teamwork, interpersonal relations, motivation, performance management, and professional development. For several years, Andrew held a research appointment in the School of Medicine at Stanford University. He has taught undergraduate and graduate courses at Stanford University, the University of California, Santa Barbara, and Santa Clara University.

Andrew is internationally known for his research on instructional technology and the use of telecommunications in medical practice (telemedicine). Andrew regularly publishes in the most highly respected psychology and medical journals, and he has presented at numerous scientific conferences worldwide. He serves as an associate editor and peer-reviewer for scientific journals and serves as a scientific reviewer for the National Institute of Health and other granting agencies.

Andrew received his Ph.D. in Counseling Psychology from Stanford University and his B.A. in Economics and Psychology from the University of California, Santa Barbara.

- [Andrew Winzelberg, Ph.D.](#) Executive Director
- [Brenda Brownlow, Ph.D.](#) Director
- [Philip E. Berghausen, Jr., Ph.D.](#) Emeritus

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- [Anna M. Ranieri, Ph.D., M.B.A.](#)
- [Patricia M. Smith, Ph.D.](#)

Possible Rating Criteria for City Manager

ICMA

Elected Body Relationships

1. Does not surprise Council; all Council members are informed of organization activities, progress, and problems on a regular basis.
2. Is receptive to Council member ideas and suggestions.
3. Makes sound recommendations for Council action.
4. Effectively implements policy decisions of the Council.
5. Facilitates the decision-making process for the Council.
6. Follows up on all problems and issues brought to his or her attention.
7. Is nonpartisan; does not show favoritism.
8. Accepts responsibility.

Organizational

9. Leads a smooth-running and continuously improving organization.
10. Proposes organizational goals and objectives prior to each fiscal year.
11. Anticipates and plans well in advance.
12. Is progressive in attitude and action.
13. Follows through on set plans and deadlines.
14. Emphasizes development and enhancement of the skills of all employees.
15. Hires and retains competent staff members who know what is expected of them.
16. Delegates effectively.
17. Encourages high staff productivity and demands accountability.

Community Relations

18. Is appropriately visible and active within the community.
19. Understands and is knowledgeable about the needs of the community.
20. Encourages and honestly considers community input.
21. Requests feedback from the community on the performance of the organization.
22. Provides programs and services that are up to community standards and expectations.

Fiscal Performance

23. Prepares and presents a long-range financial plan, which is updated as circumstances dictate.
24. Presents balanced annual budgets with programs and service levels clearly identified.
25. Recognizes and manages the budget within fiscal constraints.
26. Displays common sense and good judgment in business transactions.
27. Seeks all available funding sources.
28. Provides accurate and complete financial reports in a timely manner.

Possible Rating Criteria for City Manager

Intergovernmental / Agency / Association Relationships

- 29. Participates in professional management and leadership organizations.
- 30. Effectively collaborates, coordinates, and communicates with other communities, regional associations, and similar organizations.

Communication

- 31. Responds to all requests for information in a timely and thorough manner
- 32. Speaks and writes clearly.
- 33. Responds to correspondence, phone calls, and requests for information in a timely and thorough manner.
- 34. Provides all necessary and required reports and records.
- 35. Ensures that information of general interest is current and timely, that website is up-to-date, and that available technology is used effectively.
- 36. Provides details about specific projects to those affected in a timely manner.

Personal

- 37. Is ethical, honest, and of high integrity.
- 38. Projects professional demeanor and respect in all interactions.
- 39. Is cordial and approachable.

Alameda

Work Skills and Job Knowledge

- 40. Complies with rules and regulations in completing tasks.
- 41. Possesses sufficient skill and knowledge to perform key components of the job.
- 42. Updates skills to keep pace with changing technology or other job requirements.
- 43. Understands departmental mission, role, and operations.
- 44. Accomplishes objectives in spite of changing situations and circumstances.
- 45. Relies on available information (e.g. policies, procedures, and regulations) and experience to make decisions.
- 46. Logically analyzes data/situations, evaluates alternatives, and makes sound decisions.
- 47. Reports, proposals, and other written materials prepared are clear and concise.

Interpersonal Skills

- 48. Exhibits patience, professionalism, respect, and understanding when dealing with the public and co-workers. Takes responsibility to resolve issues; does not pass off a customer to team members inappropriately; takes ownership of issues until resolved.
- 49. Maintains effective relationships and communications with supervisor and co-workers throughout the City. Demonstrates ability to manage conflict even in difficult situations and is both respectful and respected by others. Works well as

Possible Rating Criteria for City Manager

- a team member by helping others and contributing to a cohesive work environment within work group, within department, and between departments.
- 50. Demonstrates ability to effectively and accurately compose reports, correspondence, and other job related written assignments. Verbally expresses ideas and concepts clearly and concisely, including presentations.
 - 51. Maintains professional conduct, exhibits courtesy, and provides effective customer service.
 - 52. Demonstrates commitment to public good, upholds public trust, exercises authority responsibly and impartially.

Work Habits

- 53. Plans and organizes work to accomplish assigned duties.
- 54. Maintains a safe and neat work area. Follows the safety practices of the City and department and sets a safe example for others.
- 55. Works to full capacity, accurately, thoroughly, and effectively. Makes efficient use of resources and completes work in a timely manner. Pays attention to important details.
- 56. Prioritizes work to maximize results and meet appropriate deadlines.
- 57. Observes working hours by consistently: arriving to work as scheduled, informing supervisor of any changes in work schedule at earliest convenience, having a reliable attendance record, and planning time off for vacations.
- 58. Can be relied upon to follow-up and complete tasks.
- 59. Effectively adapts to day-to-day demands of the job; is able to juggle multiple priorities with minimal supervision.
- 60. Shows initiative by seeking out new assignments and assuming additional duties when necessary.

Leadership Skills

- 61. Provides leadership to employees through motivation, delegation, and adherence to City policies.
- 62. Manages in an effective and efficient manner. Involves employees in work-related problem identification and resolution. Encourages job ownership and personal responsibility. Provides guidance to employees; sets a good example; both commends and disciplines employees in a timely and appropriate manner.
- 63. Introduces and considers new ideas which may enhance organizational operations. Demonstrates insight, flexibility, and creativity in strategic planning.
- 64. Develops and applies sound creative fiscal management techniques and prepares responsible and realistic fiscal plans and departmental budgets. Controls expenditures within set budget limits, consistently seeking ways to reduce costs. Develops and maintains performance measures.
- 65. Independently analyzes situations and makes decisions. Takes initiative to solve problems.

Possible Rating Criteria for City Manager

66. Encourages a culture of continuous learning and is supportive of employee's career goals and objectives. Allows others to develop as leaders at all levels. Completes evaluations on time and uses the evaluation process to support continuous learning.

Mountain View

Relationship with City Council

67. Is honest and trustworthy.
68. Respects confidences.
69. Is equally available and accessible to all Council members.
70. Does not play favorites -takes direction from Council as a whole.
71. Makes effective and equal communication to each Councilmember a priority.
72. Is open and responsive to constructive criticism of self and staff.

Staff Support to City Council

73. Provides "complete staff work" to Council.
74. Provides staff recommendations and gives the Council options.
75. Staff reports are presented in a usable and understandable format.
76. Is responsive to Council requests and needs.
77. Provides high level of information to Council relating to City programs, services, issues- keeps them well informed.
78. Assures support to the Council's policy making process.
79. Effectively and consistently carries out Council policy direction.
80. Provides copies of special reports requested by one Councilmember to all Councilmembers.
81. Provides copies of special reports requested by one Councilmember to all Councilmembers.

Relationship with City Employees

82. Demonstrates care about the welfare and success of staff.
83. Is approachable, accessible and friendly.
84. Works to maintain and improve employee morale.
85. Encourages suggestions and feedback from staff at all levels of the organization.
86. Demonstrates appreciation and praise for good work and efforts.
87. Effectively manages relationship with employee associations and unions.

Leadership to the Organization

88. Inspires teamwork and cooperation.
89. Provides effective link between staff and City Council.
90. Maintains {and sets a personal example) for high standards of honesty, integrity and trust.
91. Holds staff accountable for results.
92. Delegates sufficiently- while being aware of details.
93. Emphasizes interdepartmental coordination and communication.
94. Provides guidance and direction to staff.
95. Is action and results-oriented - and expects this from staff.
96. Encourages continuous improvement and responsible risk-taking.

Possible Rating Criteria for City Manager

Effective Service Delivery

- 97. Monitors progress of key organizational goals and reports it to staff and the City Council.
- 98. Assumes that the organization effectively provides quality services
- 99. Encourages productivity improvements.
- 100. Establishes high standards and holds staff accountable for results.
- 101. Implements the approved Capital Improvement Program, including the effective maintenance of the City's infrastructure.

Strategic Issue and Crisis Management

- 102. Thinks strategically and develops approaches to complex/difficult issues.
- 103. Maintains calm, professionalism and confidence during difficult times.
- 104. Provides good advice and policy options to Council on big issues.
- 105. Assures adequate public information to the public on significant issues.

Customer Service and Communication with the Public

- 106. Engenders customer satisfaction/service as a fundamental value in the organization.
- 107. Provides a high level of public information regarding City programs and services
- 108. Encourages citizen feedback and acts on this information.
- 109. Is accessible to the public and effectively communicates to members of the public.
- 110. Ensures quick follow-up and resolution to citizen complaints and requests for service.
- 111. Can communicate effectively and clearly in writing.
- 112. Maintains effective working relationships with community groups/organizations.
- 113. Deals efficiently with the media and represents the City well in this medium.
- 114. Is able to make effective public presentations.

Innovation and Creativity

- 115. Encourages innovation and creativity and responsible risk-taking.
- 116. Is able to provide solutions/alternatives regarding complex issues and problems.
- 117. Introduces new ideas and concepts.
- 118. Exercises leadership in identifying new methods and best practices.
- 119. Encourages education and professional development to stay current on new methods and technology.

Financial Management

- 120. Recommends policies, practices and strategies to ensure long-term financial health.
- 121. Provides oversight and guidance in financial matters.
- 122. Provides for high-quality annual budget and Capital Improvement Program processes.
- 123. Recommends a reasonable and balanced annual budget and Capital Improvement Program.
- 124. Keeps Council informed regarding overall financial condition and key issues.

Possible Rating Criteria for City Manager

Intergovernmental Relations

- 125. Effectively represents the city with outside agencies.
- 126. Contributes to regional cooperation and the resolution of regional issues.
- 127. Serves on regional boards/committees as required.
- 128. Maintains effective and cooperative relationship with local cities and other governmental agencies.
- 129. Provides leadership and coordination of intergovernmental relations program.

Other Personal Characteristics

- 130. Is a person of high integrity, honesty and trustworthiness.
- 131. Has a well-regarded professional reputation.
- 132. Friendly, personable, approachable.
- 133. Is committed to personal professional development.
- 134. Demonstrates leadership.
- 135. Has a high energy-level and work ethic.
- 136. Is optimistic, enthusiastic, idealistic and cooperative.

Redwood City

Leadership

- 137. Provides sound organizational leadership by providing vision and purpose for the organization; role models City's values and is approachable to staff and community members; communicates effectively and is well-versed on municipal affairs; aligns staff and financial resources with Council priorities and the needs of the community.

Credibility

- 138. Holds self and staff to highest standards; is candid and up-front in dealing with issues and people; is viewed as trustworthy, ethical and a credible representative of the City.

Accountability/Service Delivery

- 139. Holds self and staff accountable for decisions and expected outcomes of the City Council and community; creates an organizational culture of customer service and commitment to exceptional service; makes difficult decisions when needed and insures staff meets expectations.

Staff Development

- 140. Encourages and provides resources for staff development and training to increase organizational effectiveness and commitment. Promotes skill and competency advancement and challenges staff to look for creative and innovative methods to deliver municipal services. Continually analyzes workforce demographics and competencies to strategically plan workforce development.

Personal Development

- 141. Leads by example and develops own skills as leader and City Manager. Seeks out expertise of leadership coaches and/or consultants to enhance effectiveness as organizational leader. Assesses own skills and has awareness of self and areas for further development.

Possible Rating Criteria for City Manager

Execution of Council Priorities

142. Ensures organization is aligned with Council priorities and moving priorities forward as directed by Council. Updates council and staff on status of priorities and develops plans and strategies to bring Council priorities to fruition.

San Jose

Significant Accomplishments/Results

143. What significant accomplishments/results have you achieved in the past year?

Examples of significant accomplishments/results could include:

- significantly improved internal/external customer service quantity or quality at the same or lower cost (e.g., through the use of technology, adoption of improved/more efficient procedures, staff training, innovative initiatives, etc.);
- identifying significant one-time or ongoing savings;
- significant policy development accomplishments;
- major capital projects completed or milestones reached;
- major negotiations undertaken and/or completed;
- major strategic planning initiatives undertaken and/or completed;
- major new services initiated; and
- any other significant accomplishments/results going above and beyond the normal expectations of your position.

For each accomplishment/result, please provide the following information:

- a brief description of the accomplishment/result;
- a brief explanation of the actual/expected outcome(s) and benefits.

Budget and Service Delivery Performance

144. How have you managed your department's/the Agency's budget to assure that:

- Services are provided at the level and quantity provided for in the budget?
- Expenditures are within budgetary constraints?
- Savings are attempted without service reductions?

Unusual Circumstances (Information Only-Not for Rating)

145. Please describe any unusual or extenuating circumstances that have influenced your ability to perform your duties over the past year (e.g., additional significant assignments, high public interests in specific projects, overcoming the loss of key personnel, etc.).

Managerial Effectiveness

146. Please discuss how you achieved your results. How have you improved your organization over the past year? Examples of topics to discuss in this area include:

- customer service initiatives;
- examples of leadership you have provided,
- innovations you have initiated or completed;
- strategic planning initiatives started or completed;
- the quality of your communications with the public and City staff; and

Possible Rating Criteria for City Manager

- examples of your ability to support and secure the support of other Council appointees to complete interdepartmental projects and activities and/or to implement interdepartmental services, recommendations or policies.

147. What have you done in the past year to enhance your professional skills, knowledge and capabilities?
148. What have you done to encourage your staff to improve its professional skills, knowledge and capabilities?
149. Please note any significant awards or other recognition you or your organization received in the past two years.

Achievement Plan Results Not Accomplished

150. What major goals in your Achievement Plan were not accomplished and why?

Council Relations

151. Please give significant examples of how responsive you believe you have been to Council requests for information and constituent resolution.
152. Have you kept the Council informed of key issues, developments or trends so that Council may take timely action or avoid adverse impacts? Please provide examples.
153. Have reports to Council from your department been prepared and ready for presentation as originally scheduled at least 50% of the time? If not, please provide an explanation.

Current Year Achievement Plan (Information Only)

154. Please prepare an achievement plan outlining any special projects or significant activities the City organization under your authority plans to focus on in the current year. The achievement plan may not exceed three pages.

Special Projects and Significant Activities

155. Special projects or significant activities are *major one-time items* that will require significant City organization resources in the upcoming year and are in addition to projects, programs, and activities routinely undertaken as part of ongoing responsibilities. These items would normally be initiated and concluded in the same fiscal year but multiyear projects and activities can be listed if there are significant milestones that will be achieved in the current fiscal year. Examples of special projects or significant activities would include such items as:
- major items identified for study or action by Council;
 - major capital projects;
 - projects or activities related to: 1) ensuring City compliance with federal or state laws and mandates; 2) the prevention of avoidance of litigation; and/or 3) the litigation of specific issues;
 - major interdepartmental projects leading to improved customer service and/or budget savings
 - the initiation of significant new services;
 - major negotiations;
 - significant research, studies or audits that will lead to new services or facilities and/or significant budget savings; or

Possible Rating Criteria for City Manager

- major strategic planning initiatives.

156. For each major project or significant activity, at minimum, please provide the following information:

- A short description of the project or activity.
- The purpose, anticipated outcome and/or benefits of the project (e.g., improving customer serving by reducing customer wait time by 10%; a facility that will extend or improve customer service to X number of residents; a program that will achieve the same service at X% lower cost, etc.).
- When the project or activity will be completed or what major milestone will be achieved in the current fiscal year.

Professional Development

157. Please identify any professional growth or training objectives you will pursue in current fiscal year for your staff or yourself.

San Leandro

Progress on City Council Goals

- 158. Place the City on firm foundation for long term fiscal sustainability.
- 159. Work with community and stakeholders to complete projects/programs for sustainable economic development.
- 160. Provide quality public safety services in partnership with the community.
- 161. Maintain and enhance City Infrastructure.
- 162. Support and promote quality of life to enhance community pride.
- 163. Maintain and support strong relationships with School Districts.

General Administration

- 164. Management of the organization.
- 165. Execution of policy.
- 166. Financial management.
- 167. Community Relations.
- 168. Ethics and legal compliance.
- 169. Council and organization communication.
- 170. Issue management and judgment.
- 171. Innovation and implementation.
- 172. Collaboration.
- 173. Succession Planning and organizational development.
- 174. Responsiveness and quality of work.

Possible Rating Criteria for City Manager

Sunnyvale (2011 Review)

Providing Information

The City Manager provides information which is:

- 175. Detailed and reliable.
- 176. Explained in a thorough manner and includes alternatives or recommendations.
- 177. Timely.
- 178. Helpful in preventing trivial administrative matters from being reviewed by the Council.
- 179. Helpful and adequate to assist City Council in making sound decisions.

The City Manager:

- 180. Provides members of City Council with the opportunity to set long-term organizational goals and to establish the future direction of City policy.
- 181. Keeps City Council informed, in a timely manner, of the things Council wants to know.
- 182. Keeps City Council well informed with concise written and oral communications.
- 183. Provides City Council members with information on an equal basis.
- 184. Informs the City Council of administrative developments.
- 185. Follows up in a timely manner on City Council requests for information or action.

Providing Advice

The City Manager:

- 186. Has adequate knowledge of municipal affairs including the City's laws and ordinances.
- 187. Considers alternatives before making recommendations.
- 188. Plans ahead, anticipates needs and recognizes potential problems.
- 189. Has a good sense of timing in bringing issues to the Council for action.

Implementation of Council Policies

The City Manager is effective in the following areas:

- 190. Carrying out Council directives.
- 191. Assigning work so that it is performed efficiently and effectively.
- 192. Paying sufficient attention to detail to avoid error or things "slipping through the cracks."
- 193. Analyzing problems or issues and identify causes, reason, and implications.
- 194. Accurately interpreting the direction given by Council.
- 195. Carrying out the directives of Council as a whole rather than those of any one Council member, but recognizes the concerns of the minority.
- 196. Supporting the actions of the City Council after a decision is made.
- 197. Assuming responsibility for staff performance.
- 198. Providing members of City Council with periodic status reports on projects or tasks which may overlap months or years in implementation.
- 199. Insuring that the management staff maintains normal service delivery operations as well as the flexibility to manage emergency situations.

Possible Rating Criteria for City Manager

Financial Management

Are you satisfied with the City Manager's:

- 200. Approach to budget preparation and review?
- 201. Use of standard financial management procedures to meet Council's policy guidelines?
- 202. Implementation of Council's policy regarding the expenditure of budgeted funds?
- 203. Cost control through economical use of labor, materials, and equipment?
- 204. Information on the financial status of City government?
- 205. Use of available funds and his ability to operate the City efficiently and effectively?
- 206. Knowledge of financial matters?
- 207. Information pertaining to long or short-term financing for capital projects or equipment purchases?
- 208. Information on opportunities for federal and state grant funding?

Personnel Management

The City Manager is:

- 209. Successful in guiding people as a team toward common objectives.
- 210. Effective in selecting qualified and highly competent staff members.
- 211. Effective in maintaining professional relationships with Department Directors.
- 212. Effective in assuring that staff members make a positive impression on citizens.

The City Manager:

- 213. Insures that the City's personnel policies and practices are administered by City Department Directors and management staff in an equitable manner.
- 214. Develops and motivates employees so that they are increasingly effective.
- 215. Addresses disciplinary problems and takes action when warranted.
- 216. Monitors performance of employees and initiates corrective action as needed.

Citizen Relations

The City Manager:

- 217. Makes a positive impression on citizens and is respected in the City of Sunnyvale.
- 218. Has appropriate visibility or identity in the community.
- 219. Assists the Council in resolving problems at the administrative level to avoid unnecessary Council action.
- 220. Willing to meet with members of the community and discuss issues of concern.
- 221. Skillful with the news media, avoiding political positions and partisanship.
- 222. Provides information to the public in a timely fashion on matters which will cause public reaction.
- 223. Represents Council positions and policies accurately and effectively.
- 224. Thinks and acts in a manner reflecting an attitude that client (Council, staff or citizens) perceptions and satisfactions are important.
- 225. Responds completely and in a timely manner to citizen complaints.

Possible Rating Criteria for City Manager

Intergovernmental Relations

The City Manager is:

- 226. Effective representing the City's interests in dealing with other agencies.
- 227. Participative in enough intergovernmental activity to have an impact on behalf of the City.
- 228. Cooperative with the county, state, and federal governments.

Communications

With regard to communications, the City Manager is:

- 229. Easy to talk to and a good listener.
- 230. Thoughtful, clear and to the point.
- 231. Sensitive to the concerns of others.
- 232. Candid and forthright in discussing City business matters with members of City Council.

Management Style

The City Manager:

- 233. Demonstrates interest and enthusiasm in performing his duties.
- 234. Commands respect and good performance from staff.
- 235. Shows initiative and creativity in dealing with issues, problems and unusual situations.
- 236. Is open to new ideas and suggestions for change.
- 237. Works well under pressure.
- 238. Consistently puts aside personal views and implements Council policy and direction.
- 239. Displays the ability to resolve the numerous conflicts inherent in municipal government.
- 240. Responds well to a changing world and local conditions; is adaptive.
- 241. Is accessible to City Council members.
- 242. Conforms to the high standards of the profession; follows the "ICMA Code of Ethics."
- 243. Exhibits a commitment to continuing education in order to encourage his professional development.
- 244. Is receptive to constructive criticism and advice.

Job Effectiveness

The City Manager:

- 245. Demonstrates interest and enthusiasm about the Council's Vision for the City.
- 246. Gives his staff the tools necessary to provide efficient, responsive City services.
- 247. Coordinates the implementation of City goals and objectives.
- 248. Supports policies that will promote annexation and growth in the City of Sunnyvale.
- 249. Creates a positive atmosphere for successful economic development in the City.
- 250. Supports responsible infrastructure expansion and maintenance.
- 251. Emphasizes the need for employee training and technological improvements.

Possible Rating Criteria for City Manager

Narratives

- 252. What were the City Manager's most notable accomplishments during the past year?
- 253. Which of the City Manager's qualities were most instrumental in fulfilling the role of City Manager this past year?

Performance Objectives for Coming Year

- 254. What does the City Manager do that you would like him to continue?
- 255. Is there anything that the City Manager does that you would like him to do differently?
- 256. In what areas should the City Manager focus his attention in the coming year?
- 257. Do you have any other general comments to share with the City Manager?

Performance Goals

- 258. Planning and organization.
- 259. Proactive in recommending and carrying out Council Policies (Initiative).
- 260. Council priorities list (results/accomplishments).

Leadership

- 261. Provides direction or flexibility appropriately, depending upon circumstances.
- 262. Is a positive role model for City staff.
- 263. Maintains good staff relations.
- 264. Avoids conflicts of interest - trustworthy.

Communications

- 265. Written
 - a. Provides appropriate information in a timely manner sufficient to keep Council informed.
 - b. Follows through with commitments.
- 266. Verbal
 - a. Provides appropriate information in a timely manner sufficient to keep Council informed.
 - b. Follows through with commitments.

Customer Service

- 267. Promotes an organizational culture of responsiveness and customer satisfaction.
- 268. Personally responsive to citizen complaints.
- 269. Deals diplomatically with angry or dissatisfied citizens.

Possible Rating Criteria for City Manager

Council Relations

- 270. No surprises. Informs Council Members of important events in the community prior to information becoming public knowledge.
- 271. Balances information and attention among all Council Members equally.
- 272. Training of new Council Members. Assists new Council Members.

Intergovernmental Relations

- 273. Participates in meetings of the Santa Clara County City Manager's Association.
- 274. Meets with CEO's of organizations in the community on a regular basis.
- 275. Maintains regular contact with the Elected County and State officials and staff to represent the City's interests.
- 276. League of Cities and West Valley Mayors and Managers.

Management

- 277. Technical competency.
- 278. Delegation.
- 279. Accountability-Management team and myself.
- 280. Promotes teamwork among staff.
- 281. Supports and promotes best practices.
- 282. Succession planning.

Financial

- 283. Presents balanced budget.
- 284. Meets budget targets.

Goals for the Coming Year

- 285. List the goals you would like the City Manager to achieve in the coming year.

Sunnyvale (2010 Review)

Personnel Development

- 286. Appoints and trains effective department managers.
- 287. Retains excellent staff.

Supervision

- 288. Directs staff and controls their efforts.
- 289. Encourages initiatives.
- 290. Is available to employees for guidance.
- 291. Evaluates personnel and suggests ways for them to improve.

Possible Rating Criteria for City Manager

Execution of Policy

- 292. Understands and complies with the overall policy and philosophy of the organization and the City Council.
- 293. Efforts lead to successful accomplishments of goals.
- 294. Measures results against goals and takes corrective action.

Planning

- 295. Understands the City's policies, objectives, and practices.
- 296. Translates these into specific programs.

Leadership

- 297. Motivates others to maximum performance.
- 298. Is demanding but fair.
- 299. Gets enthusiastic responses to new ideas and needed reorganizations.

Job Organization

- 300. Delegates responsibility but handles City Manager responsibilities efficiently.
- 301. Uses time productively.
- 302. Programs activities in an orderly and systematic way.

Communication

- 303. Keeps the City Council informed.
- 304. Presents thoughts in an orderly, understandable manner.
- 305. Written correspondence is clear, concise, and accurate representation of City Council policy.

Community Reputation

- 306. The general attitude of the community toward the Manager
- 307. Regarded as a person of high integrity, ability, and devotion to the City.

Professional Reputation

- 308. Respected by others in the profession.
- 309. Deals effectively with other City Managers.
- 310. Is respected by other professional and staff representatives of adjacent cities and the County.

Intergovernmental Relations

- 311. Works closely with other Federal, State and local government representatives.
- 312. Provides requested assistance to other adjacent cities and the County.

Possible Rating Criteria for City Manager

Community Relations

- 313. Skilled in representing the City before the media, community, organizations, etc.
- 314. Shows an honest interest in the community.
- 315. Properly advocates for the City and its reputation.

Imagination

- 316. Shows originality in approaching problems.
- 317. Creates effective solutions.
- 318. Is able to visualize the implications of various approaches.

Objectivity

- 319. Is unbiased.
- 320. Takes a reasonable and rational viewpoint based on facts and qualified opinions.

Drive

- 321. Is energetic, willing to spend whatever time is necessary to do a good job.
- 322. Has mental and physical stamina.

Decisiveness

- 323. Is able to reach timely decisions and initiate action, but not be compulsive.

Attitude

- 324. Is enthusiastic, cooperative, and adaptive.

Firmness

- 325. Has the courage of his convictions.
- 326. Is firm when convinced, but not stubborn.

Emotional Stability

- 327. Is steady and reliable.
- 328. Does not become rattled under pressure - thinks clearly in pressure situations.
- 329. Controls emotions in difficult situations so that performance is not affected.

Personal Appearance

- 330. Is well groomed and provides a professional and representative appearance for the City.

Possible Rating Criteria for City Manager

Loyalty

- 331. Genuine interest in work, job, and the City.
- 332. Willing to do more than is expected.
- 333. Concerned with the City's image and reputation.

Summary Evaluation

- 334. State the City Manager's overall performance and include an assessment of accomplishments in achieving the goals and objectives established at the beginning of the review period.

Performance Expectations

- 335. State specific requirements and time frame expectations.

BARS by Fran Rees

Dimensions:

336. Goals and Objectives

- a. There is a lack of commonly understood goals and objectives.
- b. The team members understand and agree on goals and objectives.

337. Utilization of Resources

- a. All resources of team members are not fully recognized or utilized.
- b. The resources of all team members are fully recognized and utilized.

338. Trust and Conflict Resolution

- a. There is little trust among team members, and conflict is evident.
- b. There is high trust among team members and conflict is dealt with openly and worked through.

339. Leadership

- a. One person dominates, and team-leadership roles are not carried out or shared.
- b. There is full participation in leadership: Leadership roles are shared with team.

340. Control and Procedures

- a. There is little control, and there is a lack of procedures to guide team functioning.
- b. There are effective procedures to guide team functioning; team members support these procedures and regulate themselves.

341. Interpersonal Communications

- a. Communications between team members are closed and guarded.
- b. Communications between team members are open and participative.

Possible Rating Criteria for City Manager

342. Problem Solving and Decision Making

- a. The team has no agreed upon approaches to problem solving and decision making.
- b. The team has well-established and agreed upon approaches to problem solving and decision making.

343. Experimentation and Creativity

- a. The team is rigid and does not experiment with how things are done.
- b. The team experiments with different ways of doing things and is creative in its approach.

344. Evaluation

- a. The team never evaluates its functioning process.
- b. The team often evaluates its functioning and process.

Possible Rating Scale for City Manager

ICMA

Appraisal of Performance:

1= Exceptional; 2= Exceeds Expectations; 3= Meets Expectations; 4=Below Expectations.

Explain and support your rating—whether 1, 2, 3, or 4—and support it with specific examples

ALAMEDA

- 5 Outstanding** – Continually performs above the highest standards and expectations for the position. Performance is of a superior nature with minimal supervision.
- 4 Exceeds Expectations** – Employee must have demonstrated their own initiative to go beyond what is expected with minimal supervision.
- 3 Meets Expectations** – Performance is consistently within expectations and requirements of the position with normal supervision. Level of performance is competent and effective.
- 2 Needs Improvement** – Results are periodically below expectations and improvement is needed to function at an acceptable level. Performance at times does not meet requirements of the position.
- 1 Unsatisfactory** – Employee frequently fails to meet the minimum expectation of quality. Immediate action needs to be taken to prevent disciplinary action.

MOUNTAIN VIEW

The following areas of performance are considered when evaluating Council-appointed officials. Incumbents are rated on a scale of 1 through 5 as follows:

5 = Exceptional:	Exceeds standards on a consistent basis
4 = Highly competent:	Generally exceeds standards and requirements
3 = Competent:	Expected performance level
2 =Needs Improvement:	Does not consistently meet standards
1 =Poor:	Consistently deficient in meeting most standards

Possible Rating Scale for City Manager

REDWOOD CITY

Performance Ratings: On a scale of 0 to 5 (5 being highest), please rate performance over the past year on each of the primary performance dimensions below, by circling one number – or “N/S” for not sure.

Rating: 0 1 2 3 4 5 N/S

SAN JOSE

Possible Evaluation Determinations for Each Part:

Outstanding: 90-100; Superior: 80-89; Satisfactory: 70-79; Needs Improvement: 60-69; Unsatisfactory: 50-59

Rating	Score	Comments
Outstanding	90-100 points	Consistently exceeds and/or far exceeds the work standards, goals, objectives or expectations of the position.
Superior	80-89 points	Usually exceeds the work standards, goals, objectives or expectations of the position.
Satisfactory	70-79 points	Meets the work standards, goals, objectives or expectations of the position in a timely manner.
Needs Improvement	60-69 points	Sometimes does not meet the work standards, goals, objectives or expectations of the position (less than 25% of the time).
Unsatisfactory	50-59 points	Often does not meet the work standards, goals, objectives or expectations of the position (more than 25% of the time).

SAN LEANDRO

5 – Outstanding
4 – Good
3 – Fair
2 – Needs Improvement
1 – Poor

Possible Rating Scale for City Manager

SUNNYVALE (2011 REVIEW)

Rating of Past Performance

The performance of the City Attorney is to be rated by circling the appropriate number for each characteristic of performance indicated. Each characteristic has three (3) levels of evaluation available as follows:

Rating Scale
1 = Exceeds Standard
2 = Meets Standard
3 = Does Not Meet Standard

The characteristics are grouped with an overall rating for the group using the same number system provided above. At the end of the section is an overall rating for the performance of the City Attorney which is to encompass all the characteristics and groupings.

SUNNYVALE (2010 REVIEW)

1. Unsatisfactory: Performance does not meet job requirements.
2. Improvement needed: Performance partially meets requirements of job.
3. Satisfactory: Performance adequately meets job requirements.
4. Exceptional: Performance is excellent. Exceeding job requirements.

Effective Team Assessment (BARS by Fran Rees)

Instructions: Rate your team on each of the nine dimensions, using a scale of one to seven, to indicate your Assessment of your team and the way it functions. Circle the number on each scale that you feel is most descriptive of your team.

1	2	3	4	5	6	7
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Possible Rating Criteria for City Attorney

ICMA

Elected Body Relationships

1. Does not surprise Council; all Council members are informed of organization activities, progress, and problems on a regular basis.
2. Is receptive to Council member ideas and suggestions.
3. Makes sound recommendations for Council action.
4. Effectively implements policy decisions of the Council.
5. Facilitates the decision-making process for the Council.
6. Follows up on all problems and issues brought to his or her attention.
7. Is nonpartisan; does not show favoritism.
8. Accepts responsibility.

Organizational

9. Leads a smooth-running and continuously improving organization.
10. Proposes organizational goals and objectives prior to each fiscal year.
11. Anticipates and plans well in advance.
12. Is progressive in attitude and action.
13. Follows through on set plans and deadlines.
14. Emphasizes development and enhancement of the skills of all employees.
15. Hires and retains competent staff members who know what is expected of them.
16. Delegates effectively.
17. Encourages high staff productivity and demands accountability.

Community Relations

18. Is appropriately visible and active within the community.
19. Understands and is knowledgeable about the needs of the community.
20. Encourages and honestly considers community input.
21. Requests feedback from the community on the performance of the organization.
22. Provides programs and services that are up to community standards and expectations.

Fiscal Performance

23. Prepares and presents a long-range financial plan, which is updated as circumstances dictate.
24. Presents balanced annual budgets with programs and service levels clearly identified.
25. Recognizes and manages the budget within fiscal constraints.
26. Displays common sense and good judgment in business transactions.

Possible Rating Criteria for City Attorney

- 27. Seeks all available funding sources.
- 28. Provides accurate and complete financial reports in a timely manner.

Intergovernmental / Agency / Association Relationships

- 29. Participates in professional management and leadership organizations.
- 30. Effectively collaborates, coordinates, and communicates with other communities, regional associations, and similar organizations.

Communication

- 31. Responds to all requests for information in a timely and thorough manner.
- 32. Speaks and writes clearly.
- 33. Responds to correspondence, phone calls, and requests for information in a timely and thorough manner.
- 34. Provides all necessary and required reports and records.
- 35. Ensures that information of general interest is current and timely, that website is up-to-date, and that available technology is used effectively.
- 36. Provides details about specific projects to those affected in a timely manner.

Personal

- 37. Is ethical, honest, and of high integrity.
- 38. Projects professional demeanor and respect in all interactions.
- 39. Is cordial and approachable.

Alameda

Work Skills and Job Knowledge

- 40. Complies with rules and regulations in completing tasks.
- 41. Possesses sufficient skill and knowledge to perform key components of the job.
- 42. Updates skills to keep pace with changing technology or other job requirements.
- 43. Understands departmental mission, role, and operations.
- 44. Accomplishes objectives in spite of changing situations and circumstances.
- 45. Relies on available information (e.g. policies, procedures, and regulations) and experience to make decisions.
- 46. Logically analyzes data/situations, evaluates alternatives, and makes sound decisions.
- 47. Reports, proposals, and other written materials prepared are clear and concise.

Possible Rating Criteria for City Attorney

Interpersonal Skills

- 48. Exhibits patience, professionalism, respect, and understanding when dealing with the public and co-workers. Takes responsibility to resolve issues; does not pass off a customer to team members inappropriately; takes ownership of issues until resolved.
- 49. Maintains effective relationships and communications with supervisor and co-workers throughout the City. Demonstrates ability to manage conflict even in difficult situations and is both respectful and respected by others. Works well as a team member by helping others and contributing to a cohesive work environment within work group, within department, and between departments.
- 50. Demonstrates ability to effectively and accurately compose reports, correspondence, and other job related written assignments. Verbally expresses ideas and concepts clearly and concisely, including presentations.
- 51. Maintains professional conduct, exhibits courtesy, and provides effective customer service.
- 52. Demonstrates commitment to public good, upholds public trust, exercises authority responsibly and impartially.

Work Habits

- 53. Plans and organizes work to accomplish assigned duties.
- 54. Maintains a safe and neat work area. Follows the safety practices of the City and department and sets a safe example for others.
- 55. Works to full capacity, accurately, thoroughly, and effectively. Makes efficient use of resources and completes work in a timely manner. Pays attention to important details.
- 56. Prioritizes work to maximize results and meet appropriate deadlines.
- 57. Observes working hours by consistently: arriving to work as scheduled, informing supervisor of any changes in work schedule at earliest convenience, having a reliable attendance record, and planning time off for vacations.
- 58. Can be relied upon to follow-up and complete tasks.
- 59. Effectively adapts to day-to-day demands of the job; is able to juggle multiple priorities with minimal supervision.
- 60. Shows initiative by seeking out new assignments and assuming additional duties when necessary.

Leadership Skills

- 61. Provides leadership to employees through motivation, delegation, and adherence to City policies.

Possible Rating Criteria for City Attorney

- 62. Manages in an effective and efficient manner. Involves employees in work-related problem identification and resolution. Encourages job ownership and personal responsibility. Provides guidance to employees; sets a good example; both commends and disciplines employees in a timely and appropriate manner.
- 63. Introduces and considers new ideas which may enhance organizational operations. Demonstrates insight, flexibility, and creativity in strategic planning.
- 64. Develops and applies sound creative fiscal management techniques and prepares responsible and realistic fiscal plans and departmental budgets. Controls expenditures within set budget limits, consistently seeking ways to reduce costs. Develops and maintains performance measures.
- 65. Independently analyzes situations and makes decisions. Takes initiative to solve problems.
- 66. Encourages a culture of continuous learning and is supportive of employee's career goals and objectives. Allows others to develop as leaders at all levels. Completes evaluations on time and uses the evaluation process to support continuous learning.

Menlo Park

Provision of Legal Services

- 67. Provides competent legal advice in a constructive, results oriented and useful manner.
- 68. Capably represents the City's interest, as determined by the City Council, in litigation, administrative hearings, negotiations and similar proceedings.
- 69. Prepares ordinances, resolutions, contracts and other legal documents to best reflect and implement the purposes for which they are intended.
- 70. Enforces City ordinances and codes in an effective manner, which reflects the City's primary goal of achieving compliance.
- 71. Keeps City Council and staff apprised of court rulings and legislation affecting legal interest of the City.
- 72. Performs all services in a manner consistent with the highest standards of professional conduct and with the responsibilities of the office of the City Attorney.
- 73. Provides cost effective services: use of billed time, coordination.
- 74. Has legal advice provided by the City Attorney proven to be accurate and technically correct?
- 75. Does the City Attorney provide his best and honest recommendations given all existing legal issues and ramifications?
- 76. Does the City Attorney possess and provide an efficient and effective knowledge of the City's Municipal Code and regulations?

Possible Rating Criteria for City Attorney

77. Does the City Attorney possess and provide an efficient and effective knowledge of other government regulations and case law regarding municipal government and issues facing the City?
78. Does advice provided by the City Attorney regularly take into account and balance the overall goals and objectives of the City?
79. Does the City Attorney regularly provide the scope of legal expertise necessary to meet the City's needs on issues that arise, either from himself, within his firm or other available resources?
80. Does the City Attorney proactively identify potential issues when he is aware of them to avoid problems from occurring?
81. Are alternatives and innovative solutions provided rather than just raising problems?
82. Is the City Attorney able to maintain the City Council's and staffs confidence while informing them of the different legal risks that proposed actions might generate?
83. Are the City Attorney's estimates of legal impacts reasonably accurate on a regular basis?

General Management

84. Manages the operations of the legal department in an effective manner with emphasis on interdepartmental coordination and service levels.
85. Maintains effective communications with appropriate clients with in the City.
86. Demonstrates customer service and enhances City values.
87. Budget preparation and management with established administrative procedures in coordination with City Manager.
88. Is the City Attorney's approach effective in achieving the best possible legal outcomes for the City's interests given the issues that arise?
89. Is the City Attorney impartial and objective in his duties and responsibilities?

Major Work Assignments and Job Responsibilities

90. Provides appropriate level of legal assistance and staffing to the City Council, Staff, Boards and Commissions as necessary for formulation and implementation of legislative policies and projects.
91. Special Projects.
92. Does the City Attorney prepare ordinances, resolutions, contracts and other legal work accurately and consistent with the direction and objectives communicated by the City Council, City Manager and/or department directors?
93. Does the City Attorney accurately identify and address all legal issues within documents and items that he reviews?
94. Does the City Attorney maintain good working relationships and serve as an effective member of the management team?

Possible Rating Criteria for City Attorney

95. Are staff and the City Council advised of key changes in municipal law as it pertains to the City's activities?
96. Does the City Attorney display a positive attitude in carrying out his responsibilities and responding to requests?
97. Has the City Attorney been successful in accomplishing objectives previously established.
98. Are regular legal activities achieved within budgetary goals and limits?
99. Has the City Attorney been effective in minimizing legal costs by limiting tasks to those regarding legal issues and utilizing City in-house staff when possible to perform administrative and other functions?
100. Are standard forms developed and used where possible to minimize preparation of legal documentation?
101. Are legal tasks performed with appropriate authorization according to established procedures and contract requirements?
102. Do invoices accurately identify tasks and expenses in sufficient detail to provide accountability and cost control?
103. Does the City Attorney display the ability and knowledge to research issues in a minimum amount of time?
104. Have legal costs been effectively managed and controlled given the issues, assignments and requests made to the City Attorney?

Council Relations

105. Maintains effective communications, both verbal and written, with the City Council.
106. Maintains appropriate availability to Council, personally and through designated subordinates.
107. Provides prompt response to Council inquiries.
108. Maintains a professional, objective and unbiased relation with the City Council.
109. Maintains a confidence of Council in objectivity and professional competence of City Attorney, and carries out Council policies in a professional manner.
110. Maintains consistency of opinions between attorneys and his/her own opinions.
111. Does the City Attorney aggressively represent the interests of the City as directed by the City Council?
112. Are requested legal work and assignments completed in a timely manner within established time frames?
113. Is the City Attorney accessible when needed to respond to requests for legal information and assistance?
114. Are legal review and requests for information completed in time to avoid delays to City projects, programs and other tasks?
115. Does the City Attorney follow-up effectively to requests that are made?
116. Does the City Attorney accurately interpret and clarify City Council and City Manager direction?

Possible Rating Criteria for City Attorney

- 117. Does the City Attorney communicate effectively with the City Council, staff and the community?
- 118. Are answers provided in a timely and in an understandable manner?
- 119. Are timelines for follow-up to requests clearly communicated?
- 120. Does the City Attorney maintain confidentiality with regard to all matters discussed with the Mayor, City Council Members and/or City Manager and staff?
- 121. Does the City Attorney effectively report to the City Council and/or City Manager communications by project attorneys of a substantive nature regarding significant or sensitive matters?

Community Relations

- 122. Maintains availability and open relations with media and the public as appropriate to the position.
- 123. Seeks to involve and inform those members of the public directly affected by an issue being addressed by the Council, Staff, within the responsibility of the City Attorney.
- 124. Does the City Attorney represent the City in a professional and ethical manner?

City Manager Relations

- 125. Maintains effective and open communications, both verbal and written, with the City Manager.
- 126. Maintains availability to the City Manager personally and through designated subordinates.
- 127. Maintains objectivity and independence necessary to provide effective and objective legal advice to the City Council, recognizing the City Manager as the primary advisor to the City Council.

Management Characteristics

- 128.
 - Decisiveness
 - Objectivity
 - Creative
 - Drive/ Initiative
 - Independence
 - Attitude

Career and Professional Development

- 129. Participates fully in activities of department directors aimed at improvement of management and executive skills.

Possible Rating Criteria for City Attorney

- 130. Attends personally, or through other attorneys in the firm, conferences and seminars where the subject matter, timing and location will advance interests of the City and enhance personal professional development related to municipal law.
- 131. Participates actively in professional programs and activities.

Personal Traits and Management Skills

- 132. Major Strengths List
- 133. Major Improvement Areas

Mountain View

Relationship with City Council

- 134. Is honest and trustworthy.
- 135. Respects confidences.
- 136. Is equally available and accessible to all Council members.
- 137. Does not play favorites -takes direction from Council as a whole.
- 138. Makes effective and equal communication to each Councilmember a priority.
- 139. Is open and responsive to constructive criticism of self and staff.

Primary Relationship With the Council

- 140. Provides Council with the confidence to move forward on important issues.
- 141. Positively contributes to the effectiveness and success of closed sessions.
- 142. Establishes a solid legal framework for the City in the eyes of the community.
- 143. Works well with the City Manager and/or other members of the management team.

Staff Support to City Council

- 144. Provides "complete staff work" to Council.
- 145. Provides staff recommendations and gives the Council options.
- 146. Staff reports are presented in a usable and understandable format.
- 147. Is responsive to Council requests and needs.
- 148. Assures support to the Council's policy making process.
- 149. Helps Council members field questions and concerns.

Relationship with City Employees

- 150. Demonstrates care about the welfare and success of staff.
- 151. Is approachable, accessible and friendly.
- 152. Works to maintain and improve employee morale.
- 153. Encourages suggestions and feedback from staff at all levels of the organization.
- 154. Demonstrates appreciation and praise for good work and efforts.
- 155. Effectively manages relationship with employee associations and unions.

Possible Rating Criteria for City Attorney

Relationship with the City Manager/Department Heads

- 156. Quality of the relationship benefits the City's mission.
- 157. Fosters good communications between the City Manager and the City Attorney's office.
- 158. Departments see the City Attorney's office as a valuable resource.
- 159. Team player.

Strategic Issue and Crisis Management

- 160. Thinks strategically and develops approaches to complex/difficult issues.
- 161. Maintains calm, professionalism and confidence during difficult times.
- 162. Provides good advice and policy options to Council on big issues.
- 163. Assures adequate public information to the public on significant issues.

Customer Service and Communication with the Public

- 164. Engenders customer satisfaction/service as a fundamental value in the organization.
- 165. Provides a high level of public information regarding City programs and services
- 166. Encourages citizen feedback and acts on this information.
- 167. Is accessible to the public and effectively communicates to members of the public.
- 168. Ensures quick follow-up and resolution to citizen complaints and requests for service.
- 169. Can communicate effectively and clearly in writing.
- 170. Maintains effective working relationships with community groups/organizations.
- 171. Deals efficiently with the media and represents the City well in this medium.
- 172. Is able to make effective public presentations.

Innovation and Creativity

- 173. Encourages innovation and creativity and responsible risk-taking.
- 174. Is able to provide solutions/alternatives regarding complex issues and problems.
- 175. Introduces new ideas and concepts.
- 176. Exercises leadership in identifying new methods and best practices.
- 177. Encourages education and professional development to stay current on new methods and technology.

Intergovernmental Relations

- 178. Effectively represents the City with outside agencies.
- 179. Contributes to regional cooperation and the resolution of regional issues.
- 180. Serves on regional boards/committees as required.
- 181. Maintains effective and cooperative relationship with local cities and other governmental agencies.
- 182. Provides leadership and coordination of intergovernmental relations program.

Possible Rating Criteria for City Attorney

Other Personal Characteristics

- 183. Is a person of high integrity, honesty and trustworthiness.
- 184. Has a well-regarded professional reputation.
- 185. Friendly, personable, approachable.
- 186. Is committed to personal professional development.
- 187. Demonstrates leadership.
- 188. Has a high energy-level and work ethic.
- 189. Is optimistic, enthusiastic, idealistic and cooperative.

Redwood City Leadership

- 190. Provides sound leadership in running department and providing legal expertise to the City; role models City's values and is approachable to staff and community members; communicates effectively and is well-versed on legal affairs; aligns staff and financial resources with Council priorities and the needs of the community.

Credibility

- 191. Holds self and staff to highest standards; is candid and up-front in dealing with issues and people; is viewed as trustworthy, ethical and a credible representative of the City.

Accountability/Service Delivery

- 192. Holds self and staff accountable for decisions and expected outcomes of the City Council and community; creates an organizational culture of customer service and commitment to exceptional service; makes difficult decisions when needed and insures legal staff meets expectations.

Personal Development

- 193. Leads by example and develops own skills as leader and City Attorney. Assesses own skills and has awareness of self and areas for further development.

Execution of Council Direction as it relates to legal matters

- 194. Ensures legal action and plans are implemented consistent with Council direction and develops legal strategies that are within the best interest of the City.
- 195. What is one area where the Attorney can improve in the position?

Possible Rating Criteria for City Attorney

San Jose

Provision of Major Legal Services

196. Please discuss the major legal services your office has initiated or responded to over the past year. Major legal services cover attorney, advocate and litigator functions (e.g., litigation, special projects, major negotiations and hearings, and specific major ongoing responsibilities directly related to City Council decisions, policies or actions). Your discussion should address factors such as:

- The degree of success in providing major legal services given the strengths and weaknesses of the City's legal position in each situation.
- The degree of success in implementing Council decisions and enforcing City ordinances and codes in a cost-effective manner and achieving the City's primary objective of voluntary compliance.

Provision of Legal Services- Routine Activities

197. Please discuss the provision of routine legal services over the past year. Routine legal services cover such functions as: legal analysis, the routine provision of legal advice, and the effective preparation of legal documents (ordinances, resolutions, contracts, etc.) Your discussion should address factors such as:

- Your success in providing analysis that facilitated legally sound policy/program implementation).
- How well prepared legal documents (ordinances, resolutions, contracts, etc.) reflected the purposes for which they were prepared.

Budget and Service Delivery Performance

198. How have you managed your department's budget to assure that:

- Savings are attempted without service reductions?
- Services are provided at the level and quantity provided for in the budget?
- Expenditures are within budgetary constraints set by Council?

Unusual Circumstances (Information Only- Not for Rating)

199. Please describe any unusual or extenuating circumstances that have influenced your ability to perform your duties over the past year (e.g., additional significant assignments, high public interests in specific projects, overcoming the loss of key personnel, etc.).

Managerial Effectiveness

200. Please discuss significant developments or activities in how you achieved your results. How have you improved your organization over the past two years? Examples of topics to discuss in this area include:

- customer service initiatives;
- examples of leadership you have provided,

Possible Rating Criteria for City Attorney

- innovations you have initiated or completed;
 - strategic planning initiatives started or completed;
 - the quality of your communications with the public and City staff; and
 - (examples of your ability to support and secure the support of other Council appointees to complete interdepartmental projects and activities and/or to implement interdepartmental services, recommendations or policies.
201. What have you done in the past year to enhance your professional skills, knowledge and capabilities?
202. What have you done to encourage your staff to improve its professional skills, knowledge and capabilities?
203. Please note any significant awards or other recognition you or your organization received in the past year.

Council Relations

204. Please discuss your relationship with the City Council and other appointees over the past year. Examples of topic areas could include the following:
- How well have you kept the Council and staff informed of key legal issues, court rulings and administrative decisions affecting the legal interests of the City? Please provide examples.
 - Discuss the timeliness of the legal services you have provided. Were Council and/or staff able to act in a timely fashion?
 - Have reports to Council from your department been prepared and ready for presentation as originally scheduled at least 50% of the time? If not, please provide an explanation.

Current Year Achievement Plan (Information Only)

205. Please prepare an achievement plan outlining any special projects or significant activities the City organization under your authority plans to focus on in the current year. The achievement plan may not exceed three pages.

Special Projects and Significant Activities

206. Special projects or significant activities are *major one-time items* that will require significant City organization resources in the upcoming year and are in addition to projects, programs, and activities routinely undertaken as part of ongoing responsibilities. These items would normally be initiated and concluded in the same fiscal year but multiyear projects and activities can be listed if there are significant milestones that will be achieved in the current fiscal year. Examples of special projects or significant activities would include such items as:
- major items identified for study or action by Council;
 - major capital projects;
 - projects or activities related to: 1) ensuring City compliance with federal or state laws and mandates; 2) the prevention of avoidance of litigation; and/or 3) the litigation of specific issues;

Possible Rating Criteria for City Attorney

- major interdepartmental projects leading to improved customer service and/or budget savings;
- the initiation of significant new services;
- major negotiations;
- significant research, studies or audits that will lead to new services or facilities and/or significant budget savings; or
- major strategic planning initiatives.

207. For each major project or significant activity, at minimum, please provide the following information:

1. A short description of the project or activity.
2. The purpose, anticipated outcome and/or benefits of the project (e.g., improving customer serving by reducing customer wait time by 10%; a facility that will extend or improve customer service to X number of residents; a program that will achieve the same service at X% lower cost, etc.).
3. When the project or activity will be completed or what major milestone will be achieved in the current fiscal year.

Professional Development

208. Please identify any professional growth or training objectives you will pursue in current fiscal year for your staff or yourself.

Sunnyvale (2011 Review)

Working with the City Council

209. Provides the Council with accurate and timely information; provides information aiding the decision-making process; alerts the City Council of legal developments and potential legal problems.
210. Provides information equally to all members.
211. Engenders confidence of the Council for legal issues and working knowledge of the law as it applies to City issues and operations.
212. Shows loyalty and respect for Council and their opinions individually and as a group.
213. Demonstrates sound and mature judgment in recommendations and decisions.
214. Knows when to follow the lead of Council and be supportive and when to take the point on an issue.

Working with City Attorney Staff

215. Generates enthusiasm and confidence among the other attorneys and from support staff in a way which provides them with challenges.
216. Distributes the workload to ensure that work is completed in a timely and competent manner
217. Provides opportunities for personal growth of staff members through special training and assignments.

Possible Rating Criteria for City Attorney

- 218. Performs periodic individual evaluations of staff as part of professional development and an overall evaluation of work being completed.

Working with Other City Staff, Commissions, and Public

- 219. Provides accurate and timely information in response to requests for assistance.
- 220. Plans and organizes the work of the City Attorney's Office in an effective manner to accommodate the needs of the City and its organization.
- 221. Provides reasoned, sound direction for implementation of City policies and programs.
- 222. Acts as a member of the City team in the development of policy recommendations with an approach of meeting the City Council desires.
- 223. Engenders a strong customer service ethic in the City Attorney's work with the City staff, commissions, and public.

Professional and Ethical Standards

- 224. Maintains highest standards of professional and ethical conduct and honesty throughout the organization.
- 225. Deals with ethical problems in a forthright manner.
- 226. Respects confidence.
- 227. Assures the legal aspects of City Council policy are implemented and applied in a fair and even-handed manner.
- 228. Strives to enhance legal knowledge and skills, keeping aware of current developments, writings and research in the legal field and related areas.

Quality of Work

- 229. Provides professional staff recommendations with appropriate summaries of materials; provides well prepared, effective legal presentations.
- 230. In presenting the City Council and City Manager with legal advice, identifies policy options and alternatives.
- 231. Achieves the goals and expectations of the Council.
- 232. Anticipates future legal needs of the City and develops plans to meet them.
- 233. Makes good use of outside counsel in completing the City's business

Major Legal Services

- 234. Is the legal advice provided by the City Attorney to Council objective/ unbiased, professional, and adequate for your use in formulating and implementing legislative policies and projects?
- 235. Does the City Attorney initiate legal actions, as appropriate, and provide legal defense, as needed?

Possible Rating Criteria for City Attorney

- 236. Does the City Attorney represent the City's interests in litigation, administrative hearings, negotiations and similar proceedings in accordance with your direction? How effective is the City Attorney in these activities given the strengths and weaknesses of the City's position in each situation?
- 237. How effective is the City Attorney at implementing Council's decision and enforcing City ordinances and codes in a cost-effective manner and in accordance with the City's primary objective of achieving voluntary compliance? Is compliance effectively attained?
- 238. Are the City Attorney's legal services provided in a timely fashion to permit City Council and staff to meet established deadlines?

Routine Internal Activities (Lawyer, counselor functions)

- 239. How effectively does City Attorney provide legal analysis which facilitates legally sound policy/program implementation?
- 240. Does the City Attorney effectively evaluate results of action from a legal perspective?
- 241. Is the legal advice provided by the City Attorney competent and presented in a constructive, results-oriented and usable manner?
- 242. Do the legal documents prepared (ordinances, resolutions, contracts, etc.) clearly reflect and implement the purposes for which they are prepared?
- 243. How effective is the City Attorney at keeping City Council and staff apprised of court rulings and administrative decisions affecting the legal interests of the City?
- 244. How effectively does the City Attorney coordinate work with staff from other departments in order to accomplish goals? Is inter-departmental work performed in a collaborative manner?

Management (Leadership and Communication)

- 245. How effective has the City Attorney been in communicating organizational values, philosophy and vision so that employees throughout the department are energized and motivated and able to focus their efforts to maximize department-wide synergy?
- 246. How effectively does the City Attorney communicate Council policy to various constituencies, i.e., the media, the public, City Council, the City Manager, employees and employee representatives?
- 247. Are verbal communications open, responsive, courteous, yet protective of the City's legal position?
- 248. Are written communications understandable, succinct and appropriate for the audience and purpose intended?
- 249. Does the City Attorney's communication inform and educate citizens and constituencies affected by issues being addressed by the Council, consistent with the need to avoid jeopardizing the City's legal position?

Possible Rating Criteria for City Attorney

Staff Development

- 250. How effective is the City Attorney at selecting, leading, and developing the professional and clerical staff within the Office of the City Attorney?
- 251. Is the City Attorney effective and appropriate in delegating authority and responsibility to subordinates?
- 252. Has the City Attorney taken effective actions to assure a highly motivated, quality professional and clerical team capable of providing excellent customer and client services? Consider those actions that have been effective in this regard.

Organizational/Managerial Effectiveness

- 253. How effectively does the City Attorney foster cooperation and coordination within the Office of the City Attorney and between this department and other City departments?
- 254. Has the City Attorney created an effective organizational structure and environment which maximizes the effective provision of legal services?
- 255. Does the City Attorney anticipate future departmental needs and City wide legal needs and position the department so that it is ready to meet those needs?
- 256. How effectively does the City Attorney visualize implications of various approaches in solving problems and seeing opportunities?
- 257. Is the City Attorney willing to take initiative and do what's necessary to get the job done?
- 258. Is the City Attorney decisive in reaching timely decisions and initiating action?
- 259. Is the City Attorney flexible, enthusiastic, and cooperative in approaching issues and individuals within and outside of the organization?
- 260. Does the City Attorney demonstrate openness to alternative approaches and generate enthusiasm for attaining challenges/goals through cooperation?
- 261. Is the City Attorney able and willing to work cooperatively with Council, City Manager, and staff to achieve results in the best interest of the City?
- 262. Is the City Attorney honest, sincere, and upright in his/her professional interactions with others?
- 263. Does the City Attorney display the courage of his/her conviction in a constructive manner?

Budget

- 264. Were services provided consistent with the outcomes specified in the budget?
- 265. Were expenditures within budgetary constraints?
- 266. Were savings attempted without service reductions?
- 267. Was the budget performance monitored and was corrective action taken as necessary?
- 268. Were service delivery methods evaluated and improved, as appropriate?

Possible Rating Criteria for City Attorney

269. Did the City Attorney alert Council to changes needed in the departmental budget due to unpredictable occurrences?

Professional and Career Development

270. Has the City Attorney attained the personal targets and/or Council defined targets for professional and career development that link to areas for growth identified in the current performance plan?
271. Have the training, formal education and/or professional activities planned been accomplished?

Goals for the Coming Year

272. List the goals you would like the City Attorney to achieve in the coming year.

Sunnyvale (2010 Review)

Professional Skills

Does the City Attorney:

273. Provide competent legal advice in a useable, understandable manner?
274. Prepare ordinances, resolutions, agreements, contracts and other legal documents in a competent manner?
275. Represent the City's interests in litigation, administrative hearings, and other similar proceedings?
276. Participate in all City Council meetings and provide appropriate legal advice?
277. Retain the Mayor's, Council's, and staff's confidence and respect while informing them of the legal risks and consequences that proposed actions might generate?

Planning

Does the City Attorney:

278. Anticipate needs and recognize potential legal problems?
279. Respond to requests and complete these requests in a timely manner?
280. Organize the Department's resources for maximum efficiency and effectiveness?
281. Maintain cooperative working relationships with other City departments, County, State and Federal officials and agencies?

Possible Rating Criteria for City Attorney

Relationships with Mayor and Council

Does the City Attorney:

- 282. Work with Mayor and Council to assist in accomplishing their goals in a way that protects the City from liability and does not merely say what cannot be done, but also describes legal alternatives?
- 283. Provide proper legal advice to ensure legality of Mayor's and Council's actions?
- 284. Make herself available to answer questions, hear concerns and receive feedback?
- 285. Inform Mayor and Council of relevant legal trends, precedents and opportunities occurring in the state or other municipalities that have important ramifications for the City?
- 286. Properly defend the City in litigation?
- 287. Make herself familiar with pertinent facts about Mayor and each Council member so he can and does protect each of them from violating legal (including Brown Act), controversial, and ethical issues?

Interpersonal Relationships

- 288. Is the City Attorney energetic, enthusiastic and cooperative regarding actions before the City?
- 289. Is there a sense of loyalty and dedication apparent in the City Attorney's actions on behalf of the City?
- 290. Does the City Attorney exercise good judgment in arriving at decisions?
- 291. Does the City Attorney work well with individuals and groups?
- 292. Does the City Attorney enjoy the respect of members of the legal community as well as other members of the municipal law profession?

General Observations

- 293. Traits, actions and characteristics the Council would most like to see continued.
- 294. Observed actions or traits the Council would most like to see enhanced.

BARS by Fran Rees

Dimensions:

- 295. Goals and Objectives
 - a. There is a lack of commonly understood goals and objectives.
 - b. The team members understand and agree on goals and objectives.
- 296. Utilization of Resources
 - a. All resources of team members are not fully recognized or utilized.
 - b. The resources of all team members are fully recognized and utilized.

Possible Rating Criteria for City Attorney

- 297. Trust and Conflict Resolution
 - a. There is little trust among team members, and conflict is evident.
 - b. There is high trust among team members and conflict is dealt with openly and worked through.

- 298. Leadership
 - a. One person dominates, and team-leadership roles are not carried out or shared.
 - b. There is full participation in leadership: Leadership roles are shared with team.

- 299. Control and Procedures
 - a. There is little control, and there is a lack of procedures to guide team functioning.
 - b. There are effective procedures to guide team functioning; team members support these procedures and regulate themselves.

- 300. Interpersonal Communications
 - a. Communications between team members are closed and guarded.
 - b. Communications between team members are open and participative.

- 301. Problem Solving and Decision Making
 - a. The team has no agreed upon approaches to problem solving and decision making.
 - b. The team has well-established and agreed upon approaches to problem solving and decision making.

- 302. Experimentation and Creativity
 - a. The team is rigid and does not experiment with how things are done.
 - b. The team experiments with different ways of doing things and is creative in its approach.

- 303. Evaluation
 - a. The team never evaluates its functioning process.
 - b. The team often evaluates its functioning and process.

Possible Rating Scale for City Attorney

ICMA

Appraisal of Performance:

1= Exceptional; 2= Exceeds Expectations; 3= Meets Expectations; 4=Below Expectations.

Explain and support your rating—whether 1, 2, 3, or 4—and support it with specific examples

ALAMEDA

- 5 Outstanding** – Continually performs above the highest standards and expectations for the position. Performance is of a superior nature with minimal supervision.
- 4 Exceeds Expectations** – Employee must have demonstrated their own initiative to go beyond what is expected with minimal supervision.
- 3 Meets Expectations** – Performance is consistently within expectations and requirements of the position with normal supervision. Level of performance is competent and effective.
- 2 Needs Improvement** – Results are periodically below expectations and improvement is needed to function at an acceptable level. Performance at times does not meet requirements of the position.
- 1 Unsatisfactory** – Employee frequently fails to meet the minimum expectation of quality. Immediate action needs to be taken to prevent disciplinary action.

MENLO PARK

Overall Rating

10 9 8 7 6 5 4 3 2 1

(Outstanding)

(Satisfactory)

(Needs Improvement)

MOUNTAIN VIEW

The following areas of performance are considered when evaluating Council-appointed officials. Incumbents are rated on a scale of 1 through 5 as follows:

- | | |
|-----------------------|--|
| 5 = Exceptional: | Exceeds standards on a consistent basis |
| 4 = Highly competent: | Generally exceeds standards and requirements |
| 3 = Competent: | Expected performance level |
| 2 =Needs Improvement: | Does not consistently meet standards |
| 1 =Poor: | Consistently deficient in meeting most standards |

Possible Rating Scale for City Attorney

REDWOOD CITY

Performance Ratings

On a scale of 0 to 5 (5 being highest), please rate performance over the past year on each of the primary performance dimensions below, by circling one number – or “N/S” for not sure.

Rating: **0** **1** **2** **3** **4** **5** **N/S**

SAN JOSE

Possible Evaluation Determinations for Each Part:

Outstanding: 90-100; Superior: 80-89; Satisfactory: 70-79; Needs Improvement: 60-69; Unsatisfactory: 50-59

Rating	Score	Comments
Outstanding	90-100 points	Consistently exceeds and/or far exceeds the work standards, goals, objectives or expectations of the position.
Superior	80-89 points	Usually exceeds the work standards, goals, objectives or expectations of the position.
Satisfactory	70-79 points	Meets the work standards, goals, objectives or expectations of the position in a timely manner.
Needs Improvement	60-69 points	Sometimes does not meet the work standards, goals, objectives or expectations of the position (less than 25% of the time).
Unsatisfactory	50-59 points	Often does not meet the work standards, goals, objectives or expectations of the position (more than 25% of the time).

Possible Rating Scale for City Attorney

SUNNYVALE (2011 REVIEW)

Rating of Past Performance

The performance of the City Attorney is to be rated by circling the appropriate number for each characteristic of performance indicated. Each characteristic has three (3) levels of evaluation available as follows:

Rating Scale
1 = Exceeds Standard
2 = Meets Standard
3 = Does Not Meet Standard

The characteristics are grouped with an overall rating for the group using the same number system provided above. At the end of the section is an overall rating for the performance of the City Attorney which is to encompass all the characteristics and groupings.

SUNNYVALE (2010 REVIEW)

1. Unsatisfactory: Performance does not meet job requirements.
2. Improvement needed: Performance partially meets requirements of job.
3. Satisfactory: Performance adequately meets job requirements.
4. Exceptional: Performance is excellent. Exceeding job requirements.

Effective Team Assessment (BARS by Fran Rees)

Instructions: Rate your team on each of the nine dimensions, using a scale of one to seven, to indicate your Assessment of your team and the way it functions. Circle the number on each scale that you feel is most descriptive of your team.

1	2	3	4	5	6	7
---	---	---	---	---	---	---

SAMPLE APPRAISAL OF PERFORMANCE¹

NAME: _____

EVALUATION PERIOD: _____

Rate Category I: 1= Exceptional; 2= Exceeds Expectations; 3= Meets Expectations; 4=Below Expectations.

I. MANAGEMENT and LEADERSHIP PRACTICES (20–40%) _____

A. Elected Body Relationships

Does not surprise Council; all Council members are informed of organization activities, progress, and problems on a regular basis.

Is receptive to Council member ideas and suggestions

Makes sound recommendations for Council action

Effectively implements policy decisions of the Council

Facilitates the decision-making process for the Council

Follows up on all problems and issues brought to his or her attention

Is nonpartisan; does not show favoritism

Accepts responsibility

B. Organizational

Leads a smooth-running and continuously improving organization

Proposes organizational goals and objectives prior to each fiscal year

Anticipates and plans well in advance

Is progressive in attitude and action

Follows through on set plans and deadlines

Emphasizes development and enhancement of the skills of all employees

Hires and retains competent staff members who know what is expected of them

Delegates effectively

Encourages high staff productivity and demands accountability

¹ Adapted and used with permission from Gregory J. Bielawski, ICMA Senior Advisor and Illinois Range Rider, g_bielawski@hotmail.com

C. Community Relations

Is appropriately visible and active within the community

Understands and is knowledgeable about the needs of the community

Encourages and honestly considers community input

Requests feedback from the community on the performance of the organization

Provides programs and services that are up to community standards and expectations

D. Fiscal Performance

Prepares and presents a long-range financial plan, which is updated as circumstances dictate

Presents balanced annual budgets with programs and service levels clearly identified

Recognizes and manages the budget within fiscal constraints

Displays common sense and good judgment in business transactions

Seeks all available funding sources

Provides accurate and complete financial reports in a timely manner

E. Intergovernmental/Agency/Association Relationships

Participates in professional management and leadership organizations

Effectively collaborates, coordinates, and communicates with other communities, regional associations, and similar organizations

F. Communication

Responds to all requests for information in a timely and thorough manner

Speaks and writes clearly

Responds to correspondence, phone calls, and requests for information in a timely and thorough manner

Provides all necessary and required reports and records

Ensures that information of general interest is current and timely, that website is up-to-date, and that available technology is used effectively

Provides details about specific projects to those affected in a timely manner

G. Personal

Is ethical, honest, and of high integrity

Projects professional demeanor and respect in all interactions

Is cordial and approachable

Explain and support your rating—whether 1, 2, 3, or 4—and support it with specific examples

II. GOAL/TARGET ACHIEVEMENT (60–80%) _____

Rate Category II: 1= Exceptional; 2= Exceeds Expectations; 3= Meets Expectations; 4=Below Expectations.

(Place the letter or number of each goal/target for the year on the appropriate line below).

____ Achieved

____ Partially achieved

____ Not achieved

Comments:

III. SUGGESTED GOALS/TARGETS FOR UPCOMING YEAR

A.

B.

C.

IV. WHAT SHOULD THE MANAGER START DOING, STOP DOING, AND CONTINUE DOING?

OVERALL EVALUATION:_____

Council Member Name_____ **Date**_____

Questions to Answer When Doing Your Appraisal

- 1) What impressed you the most favorably about _____'s performance this past year?
- 2) In what areas has _____ shown exceptional performance?
- 3) What's your major area(s) of concern regarding _____'s performance this past year?
- 4) What specific recommendations/expectations do you have for _____ to improve performance?
- 5) What should be _____'s top three goals/targets for the next year?



ICMA University / Core Areas

Practices for Effective Local Government Management

ICMA delivers the latest research in the 18 core areas critical for effective local government management.



ICMA University is the premier resource for local government management training. Our programs are designed to advance your career, enrich your community, and contribute to your professional fulfillment. ICMA's online workshops and programs bring the latest research, from leading experts, to your office. Our conferences and in-person workshops allow you to network with colleagues and exchange ideas. All ICMA University programs are drawn from the 18 core competencies determined by members to be essential to local government management.

1. STAFF EFFECTIVENESS

Promoting the development and performance of staff and employees throughout the organization

Practices that contribute to this core content area are:

- **Coaching/Mentoring:** Providing direction, support, and feedback to enable others to meet their full potential (requires knowledge of feedback techniques; ability to assess performance and identify others' developmental needs)
- **Team Leadership:** Facilitating teamwork (requires knowledge of team relations; ability to direct and coordinate group efforts; skill in leadership techniques)
- **Empowerment:** Creating a work environment that encourages responsibility and decision making at all organizational levels (requires skill in sharing authority and removing barriers to creativity)
- **Delegating:** Assigning responsibility to others (requires skill in defining expectations, providing direction and support, and evaluating results)

2. POLICY FACILITATION

Helping elected officials and other community actors identify, work toward, and achieve common goals and objectives

Practices that contribute to this core content area are:

- **Facilitative Leadership:** Building cooperation and consensus among and within diverse groups, helping them identify common goals and act effectively to achieve them; recognizing interdependent relationships and multiple causes of community issues and anticipating the consequences of policy decisions (requires knowledge of community actors and their interrelationships)
- **Facilitating Council Effectiveness:** Helping elected officials develop a policy agenda that can be implemented effectively and that serves the best interests of the community (requires knowledge of role/authority relationships between elected and appointed officials; skill in responsibly following the lead of others when appropriate; ability to communicate sound information and recommendations)
- **Mediation/Negotiation:** Acting as a neutral party in the resolution of policy disputes (requires knowledge of mediation/negotiation principles; skill in mediation/negotiation techniques)

3. FUNCTIONAL AND OPERATIONAL EXPERTISE AND PLANNING

A component of Service Delivery Management.

Practices that contribute to this core content area are:

- **Functional/Operational Expertise:** Understanding the basic principles of service delivery in functional areas--e.g., public safety, community and economic development, human and social services, administrative services, public works (requires knowledge of service areas and delivery options)
- **Operational Planning:** Anticipating future needs, organizing work operations, and establishing timetables for work units or projects (requires knowledge of technological advances and changing standards; skill in identifying and understanding trends; skill in predicting the impact of service delivery decisions)

4. CITIZEN SERVICE

A component of Service Delivery Management: Determining citizen needs and providing responsive, equitable services to the community

5. PERFORMANCE MEASUREMENT/MANAGEMENT AND QUALITY ASSURANCE

A component of Service Delivery Management: Maintaining a consistently high level of quality in staff work, operational procedures, and service delivery

6. INITIATIVE, RISK TAKING, VISION, CREATIVITY, AND INNOVATION

A component of Strategic Leadership: Setting an example that urges the organization and the community toward experimentation, change, creative problem solving, and prompt action

Practices that contribute to this core content area are:

- **Initiative and Risk Taking:** Demonstrating a personal orientation toward action and accepting responsibility for the results; resisting the status quo and removing stumbling blocks that delay progress toward goals and objectives

- **Vision:** Conceptualizing an ideal future state and communicating it to the organization and the community
- **Creativity and Innovation:** Developing new ideas or practices; applying existing ideas and practices to new situations

7. TECHNOLOGICAL LITERACY

A component of Strategic Leadership: Demonstrating an understanding of information technology and ensuring that it is incorporated appropriately in plans to improve service delivery, information sharing, organizational communication, and citizen access

8. DEMOCRATIC ADVOCACY AND CITIZEN PARTICIPATION

Demonstrating a commitment to democratic principles by respecting elected officials, community interest groups, and the decision making process; educating citizens about local government; and acquiring knowledge of the social, economic, and political history of the community

Practices that contribute to this core content area are:

- **Democratic Advocacy:** Fostering the values and integrity of representative government and local democracy through action and example; ensuring the effective participation of local government in the intergovernmental system (requires knowledge and skill in intergovernmental relations)
- **Citizen Participation:** Recognizing the right of citizens to influence local decisions and promoting active citizen involvement in local governance

9. DIVERSITY

Understanding and valuing the differences among individuals and fostering these values throughout the organization and the community

10. BUDGETING

Preparing and administering the budget

11. FINANCIAL ANALYSIS

Interpreting financial information to assess the short-term and long-term fiscal condition of the community, determine the cost-effectiveness of programs, and compare alternative strategies

12. HUMAN RESOURCES MANAGEMENT

Ensuring that the policies and procedures for employee hiring, promotion, performance appraisal, and discipline are equitable, legal, and current; ensuring that human resources are adequate to accomplish programmatic objectives

13. STRATEGIC PLANNING

Positioning the organization and the community for events and circumstances that are anticipated in the future

14. ADVOCACY AND INTERPERSONAL COMMUNICATION

Facilitating the flow of ideas, information, and understanding between and among individuals; advocating effectively in the community interest

Practices that contribute to this core content area are:

- **Advocacy:** Communicating personal support for policies, programs, or ideals that serve the best interests of the community
- **Interpersonal Communication:** Exchanging verbal and nonverbal messages with others in a way that demonstrates respect for the individual and furthers organizational and community objectives (requires ability to receive verbal and nonverbal cues; skill in selecting the most effective communication method for each interchange)

15. PRESENTATION SKILLS

Conveying ideas or information effectively to others

16. MEDIA RELATIONS

Communicating information to the media in a way that increases public understanding of local government issues and activities and builds a positive relationship with the press

17. INTEGRITY

Demonstrating fairness, honesty, and ethical and legal awareness in personal and professional relationships and activities

Practices that contribute to this core content area are:

- **Personal Integrity:** Demonstrating accountability for personal actions; conducting personal relationships and activities fairly and honestly
- **Professional Integrity:** Conducting professional relationships and activities fairly, honestly, legally, and in conformance with the ICMA Code of Ethics (requires knowledge of administrative ethics and specifically the ICMA Code of Ethics)
- **Organizational Integrity:** Fostering ethical behavior throughout the organization through personal example, management practices, and training (requires knowledge of administrative ethics; ability to instill accountability into operations; and ability to communicate ethical standards and guidelines to others)

18. PERSONAL DEVELOPMENT

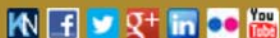
Demonstrating a commitment to a balanced life through ongoing self-renewal and development in order to increase personal capacity

International City/County Management Association

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Very good

Average

Excellent

Poor

Good



Manager Evaluations

HANDBOOK

ICMA



Leaders at the Core of Better Communities

ICMA advances professional local government worldwide. Its mission is to create excellence in local governance by developing and advancing professional management of local government. ICMA, the International City/County Management Association, provides member support; publications, data, and information; peer and results-oriented assistance; and training and professional development to more than 9,000 city, town, and county experts and other individuals and organizations throughout the world. The management decisions made by ICMA's members affect 185 million individuals living in thousands of communities, from small villages and towns to large metropolitan areas.

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Contents

Definition of Terms	iv
Members of the Task Force on Manager Evaluations.....	iv
Preface.....	1
Executive Summary	2
Successful Evaluation Tips	3
Introduction	4
The Purpose of Manager Evaluations.....	4
Basic Process	4
How to Initiate	4
How to Proceed	5
Frequency and Timing of Manager Evaluations	7
What Others Are Doing: Survey Results	9
Failure to Undertake Evaluations	9
Lack of a Credible Evaluation Process	10
Lack of Knowledge of the Council-Manager Form of Government	10
Lack of Communication	10
Supplemental Approaches	10
Self-Evaluations	11
Periodic Check-ins	11
360-Degree Assessments	11
Conversation Evaluation System	12
Data-gathering/Software Resources	12
Conclusion	13
Sample Evaluation Forms for Local Government CAOs	13
Other Resources	13

Definition of Terms

- The term *local government*, as used in this handbook, refers to a town, village, borough, township, city, county, or a legally constituted elected body of governments.
- The term *manager* refers to the chief executive officer (CEO) or chief administrative officer (CAO) of any local government who has been appointed by its elected body to oversee day-to-day operations.
- The terms *elected officials*, *elected body*, and *board* refer to any council, commission, or other locally elected body, including assemblies, boards of trustees, boards of selectmen, boards of supervisors, boards of directors, and so on.
- The term *manager evaluation* refers to the appraisal or assessment conducted by the elected body of the manager's performance in achieving organizational goals and implementing policy.

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Preface

The evaluation of the manager is a key component of any well-run local government, yet the value of a quality evaluation process and the responsibility for that activity is often overlooked. Even in communities that are considered to be professionally governed, the performance evaluation of the local government manager can be an afterthought. The 2012–2013 Executive Board of the International City/County Management Association (ICMA), led by President Bonnie Svrcek, acknowledged the need for local government managers and their elected bodies to put more focus on the manager evaluation process.

Accordingly, it created a task force of managers from around the United States, representing over a dozen communities, to develop a *Manager Evaluations Handbook* that would assist managers and their boards in this critical task.

Managers are encouraged to review this handbook with an eye toward working with their elected bodies to develop formal, mutually agreed-upon processes for their own evaluations. This handbook, however, is also intended to highlight the value of a formal manager evaluation process and to assist local elected officials in the design of an effective evaluation tool.

Executive Summary

The periodic evaluation of the local government manager by the elected body is an important component of a high-performance organization. The evaluation should contain performance goals, objectives, and targets that are linked to the elected body's established strategic plans, goals, and priorities, and it should focus on the manager's degree of progress toward organizational outcomes. To be fair, it must be based on criteria that have been communicated to the manager in advance. Sample or generic evaluation forms, if used, should be customized to reflect these criteria.

The purpose of the evaluation process is to increase communication between the members of the elected body and the manager concerning the manager's performance in the accomplishment of assigned duties and responsibilities, and the establishment

of specific work-related goals and objectives for the coming year. Thus, all members of the elected body should participate in the process, both by individually completing the rating instrument and by discussing their ratings with the other board members in order to arrive at a consensus about performance expectations.

There is no one correct way to conduct a manager evaluation. The key is to ensure that the evaluation takes place in a regular, mutually agreed-upon manner and is viewed by all as an opportunity for communication between the elected officials and the manager.

It may be useful, particularly if the members of the elected body are inexperienced in the performance evaluation process, to use a consultant to help the elected body prepare for and conduct the manager's evaluation.

Successful Evaluation Tips¹

Performance evaluations will allow you to

- A. Recognize the accomplishments of the manager and show appreciation for the unique contributions to the organization
- B. Clearly identify areas where the manager is doing well
- C. Clearly identify areas where the manager can improve his or her performance
- D. Specify definite actions that will allow the manager to make additional value-added contributions to the organization in the future.
- E. Obtain the manager's own opinions on progress and his or her individual contribution to collective actions and achievements.

Discussing tasks that the manager performs well

- Gives the manager insight into self-awareness, interests, and motivation
- Gives the manager recognition and appreciation for achievements
- Creates a positive climate for the remainder of the review.

Reminders:

- Listen intently.
- Reinforce the manager's performance.
- Emphasize facts; provide concrete examples and specific descriptions of actions, work, and results.
- Give only positive feedback during this part of the evaluation.
- Acknowledge improvements that the manager has made.
- Praise efforts if the manager has worked hard on something but failed because of circumstances beyond his or her control.
- Describe performance that you would like to see continued.

Discussing areas that need improvement

- Gives insight into how the manager feels about change, improvement for growth
- Allows you to express any concerns you have about the manager's overall performance and performance in specific areas
- Lets you challenge the manager to higher levels of achievement.

Reminders:

- Keep the discussion focused on performance.
- Describe actions and results that do not meet expectations.
- Describe areas where the manager can make a greater contribution.
- Describe any situation or performance observed that needs to be changed; be specific.
- Tell the manager what needs to be done if a specific change of behavior needs to take place.
- Focus on learning from the past and making plans for the future.
- Keep this part of the discussion as positive and encouraging as possible.

Do's and Don'ts

DO:

- Spend a few minutes warming up in which the agenda is laid out so everyone is reminded about what to expect. Give an overview.
- Always start with the positives. Be specific.
- Explain the ratings in all areas: Talk about how the consensus was arrived.
- Be honest. Tell it like it is.
- Be a coach, not a judge. Managing employees is a lot like being an athletic coach. Effective coaching involves a lot more than just score keeping. Simply providing the score at the end of the game doesn't improve performance.
- Discuss with the manager his or her reactions to the ratings, making clear that you are interested in his or her feelings and thoughts.
- If appropriate, develop an improvement plan that includes areas of deficiency, developmental needs.

DON'T:

- Rate the manager without the facts. Ratings should be on actual results.
- Be too general.
- Sidestep problems. Document performance problems and clearly identify what needs improvement.
- Be vague or generalize the reasons for the performance scores. Clear and specific examples of results should be available.
- Ambush the manager by identifying deficiencies or problems that have never been addressed in informal discussions prior to the formal evaluation.
- Minimize the manager's concerns or discount his or her feelings.

Introduction

There is some irony in the fact that managers' evaluations are often less formal and less structured than those of the managers' employees. While the manager may oversee the evaluation of hundreds of employees within an organization, his or her own performance evaluation becomes the task of elected leaders who are often not formally trained in the evaluation process or who have narrow or conflicting definitions of good performance. The fact that an elected body with numerous members is charged with the task of evaluating the manager makes the need for a clear and agreed-upon evaluation process even more important. And a thoughtful and structured evaluation process that is supported by all involved parties enhances the ongoing communication that is fundamental to effective board/manager relationships.

A manager's evaluation should contain performance goals, objectives, and targets that are linked to the elected body's established strategic plans, goals, and priorities and should focus on whether the manager has achieved the desired organizational outcomes.

Sometimes the tone of a performance review can be unduly influenced by the manager's last success or failure. Judging performance on the basis of a single incident or behavior is a common problem that can arise in any organization. But a single incident or behavior should not be the sole focus of a performance evaluation. That is not to discount the importance of how a manager handles high-stress, higher-profile issues, which is an important aspect of a manager's responsibility. However, day-to-day leadership, which is also a key responsibility of the manager, can sometimes go unnoticed even though it provides the foundation in which high-stress, high-profile issues are handled.

ICMA has developed a list of [18 Practices for Effective Local Government Management](#) that is recommended to members who are considering their own professional development needs and activities. The core areas represent much of what local government managers are responsible for on an everyday basis, and competency by the manager in these practices is central to an effective, high-performing, professionally managed local government. It is therefore the recommendation of ICMA's Task Force on Manager Evaluations that competency in the [ICMA Practices](#) also be considered in the manager's performance evaluation.

There is no one way, let alone one single correct way, to conduct an effective manager evaluation. This *Manager Evaluations Handbook* will present traditional

evaluation approaches that have proven to be successful, along with some alternative methods that may be good for your local government. Again, the key is to ensure that the evaluation takes place in a regular, mutually agreed-upon manner and is viewed by all as an opportunity for communication between the elected officials and the manager.

The Purpose of Manager Evaluations

High-performance local governments embrace an ethos of continual improvement. Conducting regular appraisals of the manager's work performance is part of the continual improvement process.

The purpose of the evaluation process is to increase communication between the members of the elected body and the manager concerning the manager's performance in the accomplishment of his or her assigned duties and responsibilities and the establishment of specific work-related goals, objectives, and performance measures for the coming year. The evaluation process provides an opportunity for the elected body to have an honest dialogue with the manager about its expectations, to assess what is being accomplished, to recognize the manager's achievements and contributions, to identify where there may be performance gaps, to develop standards to measure future performance, and to identify the resources and actions necessary to achieve the agreed-upon standards. Keeping the focus on "big picture" strategic goals and behaviors rather than on minor issues or one-time mistakes/complaints leads to better outcomes.

Given that good relationships promote candor and constructive planning, the performance appraisal also provides a forum for both parties to discuss and strengthen the elected body-manager relationship, ensuring better alignment of goals while reducing misunderstandings and surprises. When elected bodies conduct regular performance appraisals of the manager, they are more likely to achieve their community's goals and objectives.

Basic Process

Ideally, the performance appraisal process for a manager is the natural continuation of the hiring process.

How to Initiate

Prior to the recruitment of candidates, the elected body typically develops the goals and objectives for

the position of manager. Then, during the selection process, the candidate and the hiring body meet to discuss these items along with the long- and short-term needs and issues of the community. Through these conversations, the basic tenets of the manager's performance evaluation are identified. At this point, the performance appraisal process just needs to be formalized. When the employment offer has been accepted, the employment agreement should include the requirement and schedule for the manager's evaluation.

(Excellent tools for preparing the employment agreement are contained in the [ICMA Recruitment Guidelines for Selecting a Local Government Administrator](#) and the [ICMA Model Employment Agreement](#).)

The employment agreement should stipulate that the performance evaluation will be a written document and that all parties will meet to discuss the contents in person. It should also identify the frequency with which evaluations will take place (e.g., annually, semi-annually). By including this information in the employment agreement, the hiring body ensures that communications between the manager and the elected body will be consistently scheduled, and that initiatives and objectives can be reviewed and updated on a regular basis.

It is especially critical for the elected body to come to consensus on the initial expectations of the newly hired manager so that priorities can be assigned and progress measured. Those issues that were important during the hiring process will logically factor into the initial evaluation process. Then, in the succeeding years, the document can be revised to reflect the latest accomplishments and newest challenges.

Of course, priorities may shift during the year. If that happens, make it clear to the manager that new or changed priorities are being added into the evaluation process.

If, with the passage of time, elections have taken place and the board that is conducting the evaluation is not the same board that did the hiring, it is important that the newly elected officials immediately be introduced to the established performance goals, measures, and evaluation process. This can be done as part of the orientation process for new board members, included in the discussion of the form of government and the role of the manager. If a new member has no experience in conducting performance evaluations, he or she will need to receive training before participating in this process.

If performance evaluations were not discussed during the hiring process, either the manager or the

elected body may request that an evaluation process be instituted, and the specifics for conducting the evaluation can then be agreed upon outside of the provisions of the employment agreement. If the request is made by the elected body, it is important to emphasize that the purpose of the evaluation process is to serve as a tool for organizational improvement, not as a means of punishing the manager or setting the stage for termination. While elected officials, especially those newly elected, may sometimes wish for a change in management, the performance evaluation process should not be used to effect such a change.

How to Proceed

A number of issues should be considered when preparing for the evaluation process, including how to develop the rating instrument (and whether to use an outside consultant), how to use the rating instrument, and whether the evaluation should be conducted in private or in public.

Developing the Rating Instrument

Unlike most employee performance evaluations, in which the employee is evaluated by a single executive or supervisor, the manager's evaluation is conducted by a group of individuals acting as a body. As each elected official likely has different expectations, the board members must first come to a consensus on measures and definitions to be used.

Using a consultant. If the members of the elected body are inexperienced in the performance evaluation process, it might be helpful at this point to use an independent consultant to assist in preparing for and conducting the manager's evaluation. A consultant could be used in a variety of ways.

When designing the evaluation instrument, a consultant should solicit each elected official's full participation by asking for examples and details for each rating category. Whether this is accomplished by interviewing each official individually or by facilitating a group session, it is important to ensure that all voices are heard. Use of an independent consultant is especially helpful if there is a lack of cohesion among elected officials.

Once the consultant has collected the information, the elected body and manager should meet in person to discuss the findings. It is recommended that the in-person conversation with the manager to review the evaluation be conducted by the elected body with the assistance of the consultant but not by the consultant alone.

If funds are limited, a consultant could be used in a limited engagement to prepare an evaluation system and then train the elected officials on how to conduct an evaluation, which the officials may manage themselves after the first year.

If the elected body decides to use a consultant, the Society for Human Resource Management (SHRM) may be a source of referrals, as may be state municipal leagues or the local government's regular employment consulting firms. If a recruiter was used to assist with the hiring process, the recruiter's agreement could be extended to include the setup of the initial evaluation process.

It is recommended that the evaluation process NOT be facilitated by the local government's corporation counsel, municipal clerk, or human resources director because these individuals are not independent parties. In almost all cases, their positions have either a reporting or a cooperating relationship with the manager, so involving them in the manager's evaluation may damage relationships that are necessary for the effective and efficient operation of the local government.

Proceeding without a consultant. If a consultant is not used to facilitate the development of the evaluation instrument, the elected body may wish to begin by reviewing the format and process used for the other local government employees and considering the same or a revised method. It is important to understand, however, that a manager is evaluated in additional ways. Because of this key difference, flexibility is needed to add any necessary components intended to assess varied goals and objectives and to facilitate a dialogue between the elected body and the manager.

To be fair, the evaluation must be outcome based, using criteria that have been previously communicated to the manager and that incorporate the elected body's priorities. The use of a prefabricated generic evaluation form (even the sample forms found at the end of this handbook) is not recommended without some customization to reflect these priorities.

Measure observable behaviors and progress toward goals

The manager's job is to achieve the organization's goals and implement the policies that have been determined by the elected body. Evaluating the manager's effectiveness in achieving the goals necessarily means that the elected body must have determined and communicated the goals to the manager in advance, ideally through a strategic planning process.

The manager's success in achieving the goals set by the elected body is related to his or her competencies and behaviors with respect to the specific functions identified as the responsibility of the manager. Defining the strengths of the manager and identifying areas for improvement are part of the evaluation process. ICMA has a list of 18 core areas critical for effective local government management. While this list, the [ICMA Practices for Effective Local Government Management](#), was developed for the purpose of ICMA's Voluntary Credentialing professional development program, the elected body might find it helpful for identifying the specific observable behaviors to be used in the manager evaluation. It is suggested that the elected body select what it believes to be the most important areas for achieving its goals and evaluate the manager's performance in these areas. The ICMA Practices are as follows ([click here](#) for descriptions):

1. Staff effectiveness
2. Policy facilitation
3. Functional and operational expertise and planning
4. Citizen service
5. Performance measurement/management and quality assurance
6. Initiative, risk taking, vision, creativity, and innovation
7. Technological literacy
8. Democratic advocacy and citizen participation
9. Diversity
10. Budgeting
11. Financial analysis
12. Human resources management
13. Strategic planning
14. Advocacy and interpersonal communication
15. Presentation skills
16. Media relations
17. Integrity²
18. Personal development

The members of the board must be in agreement about their expectations of the manager. Furthermore, both the manager and the board must understand what the expectations are.

The performance criteria established by the board for each of the prioritized functional areas need to be specific and observable by the members of the elected

body. If the criteria are quantifiable, they should be expressed in objective, measurable terms. For example, the manager saved 10% on the new project. If the criteria are qualitative and subjective, they can be expressed in terms of the desired outcome. For example, members of the community and employees frequently commented on the manager's fairness during this evaluation period.

Using the Rating Instrument

The usefulness of any performance evaluation depends almost entirely upon the understanding, impartiality, and objectivity with which the ratings are made. In order to obtain a clear, fair, and accurate rating, an evaluator must clearly differentiate between the personality and performance of the manager being rated, making an objective and unbiased assessment on the basis of performance alone. Fairness requires the ability to identify both the strengths and weaknesses of the manager's performance and to explain these constructively to the manager.

When an evaluation is completed by a group of people, it is important that it reflect the consensus opinion of all members. All members of the elected body should participate in the manager evaluation process in order to arrive at a consensus. This consensus can be accomplished by having each member individually rate the manager, followed by a group discussion to arrive at a final consensus rating for each measure. Alternatively, if consensus cannot be reached, each member can individually complete the rating form, and then one member (or the consultant, if one is used) can collect the forms and compile the results and comments into one document, followed by group discussion. It is important that each member's ratings, whether positive or negative, be backed up with specific comments and examples so that the whole group understands the reasoning behind them.

If individual comments—those that do not necessarily represent the sentiments of the elected body as a whole—are to be included in the final document that will be discussed with the manager, the board should decide in advance whether those comments will be anonymous or attributed to the individuals making them.

It is important to keep in mind that performance evaluation is just one part of the communication toolbox between the manager and elected officials. It is intended to enhance that communication, not to result in a periodic written "report card" that is an end in itself. In addition, nothing in the evaluation ought ever

to be a surprise. Ongoing conversations should be held throughout the year (assuming that the evaluation is done annually) to help the manager understand if he or she is on course or if any midseason corrections are necessary. Ideally, the items in the evaluation will have already been touched on in these conversations, so the evaluation will serve as a written summary of them.

Public versus private evaluations

When deciding whether to conduct the evaluation process in a public or an executive/closed session, the elected officials, manager, and legal counsel should review state law. When possible, it is recommended that the performance evaluation process occur in executive/closed session between the elected body and manager; however, many states have specific regulations about whether and when the public may be excluded from attending a meeting involving the elected body or from having access to certain records involving a public employee. Such "sunshine" laws were first created to increase public disclosure by governmental agencies. The purpose is to promote accountability and transparency by allowing the public to see how decisions are made and how money is allocated.

While all states have such laws, the exact provisions of those laws vary. For example, specific legislation may require that all government meetings be open to the public or that written records be released upon request. In many states, all local government records are available for review by the public, including evaluation documents and notes, unless they are specifically exempted or prohibited from disclosure by state statutes.

Regardless of whether the evaluation is conducted in a public or an executive/closed session, each state's statute will dictate certain procedures for meeting notification, recording of minutes, and disclosure of decisions made. These procedures should be reviewed by the elected officials, manager, and legal counsel and followed throughout the evaluation process.

However, all final decisions or actions related to the manager's performance (e.g., employment agreement changes, compensation) should be made in a public setting.

Frequency and Timing of Manager Evaluations

As previously noted, the manager evaluation process, including the frequency and timing of the evaluations, will ideally have been discussed as part of the employ-

Benefits of executive session/closed meeting to evaluate manager's performance

- Provides a venue for handling issues that are best discussed in private, and ensures confidentiality until a decision is made regarding the manager's performance
- Provides a forum that is not unduly influenced by outside sources
- Promotes a free-flowing discussion of comments by the elected body and manager
- Ensures the respect and privacy of personnel dealings between the elected body and manager
- Improves communication between the elected body and the manager
- Reduces opportunity to politicize the performance evaluation process
- Provides a forum for the elected body and the manager to talk openly about topics that warrant special attention, such as succession planning, senior staff performance, and executive compensation
- Enables elected officials to challenge the manager without fear of undermining his or her authority in the community

Benefits of an open session/meeting to evaluate manager's performance

- Can build transparency and trust by enabling members of the public to view the process
- Can reduce claims of inappropriate agreements and "secrets"
- Can improve elected body, manager, and citizen relationships

Benefits of providing a public summary once the process is completed

- Lets the public know how the elected body evaluates and views the manager
- Ensures transparency and public accountability
- Promotes the embodiment of ICMA's commitment to openness in government
- Provides the organization with another opportunity to earn the public's trust

ment agreement at the time of the manager's hiring. It is recommended that the initial formal evaluation not take place until the elected officials and the manager

have worked together for a year; however, short, less formal evaluations are recommended on a quarterly basis. After that, at least one formal evaluation (still with quarterly informal evaluations) should be conducted per year, as longer intervals create a higher likelihood of miscommunication and surprises.

It is further recommended that the formal evaluation be scheduled during the least busy time of year for both the manager and the elected officials, avoiding both the budget preparation season (particularly if the manager's compensation is tied to the evaluation) and the election season (lest the manager's evaluation become an election issue). The scheduling should also allow adequate time for newly elected members of the board to become familiar with the manager's performance.

Relationship of Evaluation to Compensation

The primary purposes of a manager's performance evaluation are

1. To provide a tool for communication between the elected body and the manager
2. To provide an opportunity for the elected body to specifically indicate levels of satisfaction with the manager on mutually identified and defined performance priorities
3. To provide an opportunity for the manager to learn and improve
4. To allow for fair and equitable compensation adjustments based on a review of performance in achieving mutually identified priorities and on the elected body's level of satisfaction with the manager's overall performance.

Performance evaluations that are tied directly to compensation decisions are often distorted by those decisions and therefore result in less-than-honest communication between the elected body and the manager. This happens primarily because

1. Elected officials wishing to offer upward compensation adjustments may feel obliged to embellish the evaluation in a positive manner to justify the compensation decision to the public.
2. Elected officials not wishing to adjust compensation may feel obligated to justify their decision with negative comments about performance matters that actually are not a major concern to them.
3. The manager may be reluctant to seek full clarification on issues raised in the evaluation for fear it could result in a reconsideration of the compensation decision.

To avoid these distortions in communication, a balanced evaluation is necessary. That is, the evaluation should provide the opportunity for open communication and at the same time be used for compensation decisions related to identified performance achievement and corrective actions by the manager. To this end, a balanced evaluation would

1. Establish a clear set of performance expectations prior to the evaluation period.
2. Include a midterm evaluation without any consideration of compensation in order to focus on clarity of communication and performance to date. This evaluation would allow the manager to take steps to address areas of performance that were of concern to the elected body; it would also help to eliminate misunderstandings and miscommunication between the elected body and manager.
3. Use a full-term evaluation to evaluate the level of performance satisfaction for the entire performance period and thus provide the basis for a fair and equitable compensation decision.

Often, factors other than the performance evaluation form the basis of compensation decisions. These nonperformance considerations include

1. The economic climate of the community and region
2. The general status of compensation decisions in the private sector of the community
3. The compensation decisions for other employees of the local government
4. A general review of the competitive position of the local government in the local government's market area
5. A comparative salary review.

In summary, the performance evaluation of a professional manager can provide input into compensation decisions by the local elected body. However, the communication value of an evaluation is best served by a periodic evaluation not directly tied to compensation.

The Evaluation Results

The evaluation serves as the written, formal record of the conversation between the manager and elected body and consists of two important sections. The first section is the elected body's appraisal of the manager's performance with respect to the previously agreed-upon goals for the period under review as well as the general performance of the organization. The second section contains an agreed-upon list of the

goals to be accomplished during the next appraisal period as well as any specific performance areas identified for improvement.

What Others Are Doing: Survey Results

In developing this handbook, the task force surveyed a sample of local government managers within the United States to obtain information on current evaluation practices. The key findings of the survey suggest that the evaluation process is a problem for a sizeable number of managers. Fortunately, though, most respondents did not report problems with their evaluations and took the time to comment on key aspects of successful appraisals. These comments provide clues to the common pitfalls related to the evaluation process and, more importantly, suggestions for improving the process. This section of the handbook describes these survey findings.

The most common challenges managers and elected bodies face with the evaluation process revolve around four general areas: failure to undertake evaluations, lack of a credible appraisal process, lack of knowledge of the council-manager form of government, and lack of communication. Each of these topics is briefly discussed below.

Failure to Undertake Evaluations

Employee appraisals are a standard feature of most workplaces. They serve as a means of enhancing employee performance as well as the overall effectiveness of the organization. Indeed, employee appraisals serve similar purposes as performance measures of programs and services. In both cases, we seek to identify opportunities for continual improvement. Yet people avoid completing performance appraisals, most likely because properly completed appraisals require time and effort. Other reasons for avoidance may include fear of criticism or the underlying stress associated with the appraisal process. Neglecting to undertake regular performance appraisals, however, can lead to underachievement. Worse yet, failing to complete appraisals on a regular basis can lead to unfounded assumptions that all is well when it is not. It is therefore important to establish a regular pattern of appraisals.

The survey responses identified two methods to help ensure that appraisals are conducted on a regular basis. The most common method is to place a requirement for an annual evaluation within the employment

contract. The requirement should also specify a time of year—often a time that is less busy than others. The other method is to establish an appraisal time at a regularly scheduled annual meeting, such as a board retreat. But while this method achieves the goal of a scheduled appraisal, it is a less satisfactory approach because it may easily dilute the focus necessary for a good appraisal.

Lack of a Credible Evaluation Process

Another common challenge that survey respondents noted is the lack of a credible evaluation process. Problems include lack of structure, little to no preparation, and limited understanding of appraisals, both purpose and process. Process issues may be addressed through formal training of both the manager and council. Training can be accomplished through work sessions with human resource professionals. Another approach is to team up with CEOs and board members of locally-based institutions that have the same challenge and jointly sponsor training programs. Although not as effective as training, the use of standard evaluation forms, customized to a community's goals, is another way of ensuring a more structured process. Lastly, most managers who are satisfied with their appraisal processes noted that one member of the elected body, typically the mayor, provided active oversight of the process and kept discussions on point and on track.

Lack of Knowledge of the Council-Manager Form of Government

Lack of knowledge about the community's form of government and/or the day-to-day work of the manager is another factor that was cited as hindering quality appraisals. In this case, providing information as early as possible to newly elected officials about the form of government is recommended. This can include meeting with those officials and discussing the manager's duties and responsibilities as well as taking them on field visits. Another approach is to partner with the statewide municipal league and/or municipal clerks association to provide seminars on the form of government. Managers can also use opportunities such as community functions to inform the general public about its form of government. Some jurisdictions use the "policy governance" model, whereby the explicit roles of the manager, elected body, and

other key staff such as attorney are clearly defined and documented. Removing misunderstandings and filling informational voids about the form of government can greatly improve appraisals because such efforts clarify the duties and responsibilities of both the manager and the board.

Lack of Communication

Perhaps the most important ingredient for successful appraisals is effective means of communications between manager and elected officials. As in any human relationship, effective communication is key to understanding and removing faulty assumptions. Achieving superior levels of communication requires active listening and regularity. And the benefits of such attention are high. For instance, survey respondents noting the most satisfaction with the appraisal process use a wide variety of means to regularly communicate with their elected bodies. They meet with elected officials on an individual basis and talked with them regularly via telephone. These same managers provide regular written and verbal reports, typically at each board meeting, that discuss the progress on council goals and objectives, strategic plans, and prior evaluation topics, as well as on operational and special topic issues. More detailed reports are provided on a quarterly basis. In addition, many managers meet with their elected bodies more than once a year with a single-issue focus to discuss progress, redefinition, and resourcing of established goals and objectives, strategic plans and efforts, etc. These additional meetings provide time to focus on progress and reduce the probability of end-of-year surprises.

Creating an effective organization takes time and effort. It also requires regular evaluation of services and operations. Evaluating employee performance, especially the manager's, is a vital element of successful organizations. Objective appraisals can be achieved with an accurate understanding of the manager's and elected officials' duties and responsibilities. Communicating regularly and effectively through a variety of means is a vital element of successful organizations and employee appraisals.³

Supplemental Approaches

The basic process for evaluations may be supplemented or expanded by using other tools, such as self-evaluations, periodic check-ins, 360-degree assessments, and conversation evaluations.

Self-Evaluations

It is recommended that a self-evaluation component be included in whatever type of evaluation is used. The purpose of a self-evaluation is for the manager to reflect upon his or her level of performance in achieving the organizational objectives, including both internal and external accomplishments and challenges in handling specific tasks and taking organizational direction. In a public setting, process and perception can be as important as outcomes, and managers should include all three in a self-evaluation. Thus, a manager's self-evaluation should make clear to elected officials the process by which the manager pursued individual goals, and the perceptions of both the manager and stakeholders of the manager's success or failure in meeting those goals. A manager's self-evaluation should be customized to the needs of each governmental entity.

Periodic Check-ins

There is a management philosophy that says there should be no surprises during an evaluation. Managers should be continually evaluating, assessing, measuring, and communicating with employees. Providing this type of continuous evaluation is a greater challenge, however, for elected boards because it requires the participation of all board members—since the manager reports to a group and not a single individual supervisor. If a process is in place for formal evaluations of the manager, such evaluations likely occur just once per year. The annual evaluation can be a stressful time for all involved, and it can also be a challenge to remember all that has occurred over the past year. Moreover, it is easy for annual assessments to skew toward recent events, challenges, and successes while deemphasizing activities that occurred nine or ten months ago. In reality, an elected body's perception of a manager's job performance is often viewed through lenses crafted by the “crisis of the day” or by how smoothly the last board meeting went. A more workable alternative is periodic check-ins.

Periodic check-ins, such as once per quarter, can help reduce the stress and minimize the surprises that can come when a manager's performance is evaluated only annually. A periodic review of a manager's work plan can help remind the elected body of the manager's long-term goals (as set by the organization) so that both parties can evaluate the manager's progress toward meeting those agreed-upon goals. If progress on the work plan has slowed down or other challenges have arisen along the way, a quarterly check-in offers the manager

an opportunity to self-reflect on his or her performance as well as a forum to explain delays. It can also provide the manager the opportunity to remind the board of the 18 core areas noted in the [ICMA Practices for Effective Local Government Management](#) that are critical and are part of operating effectively on a day-to-day basis.

A periodic check-in on the manager's work plan is also important when faces on the elected board change, such as after an election, resignation, or reassignment of committees. By apprising the new board members of the manager's work plan, the manager is making certain that the new officials understand and are supportive of the projects or goals that he or she is working on.

360-Degree Assessments

Another form of appraisal process is the 360-degree assessment, which is sometimes referred to as a “self-development” tool. Generally speaking, the 360-degree assessment consists of an employee obtaining feedback from supervisors, subordinates, and peers. In this case, the manager completes a self-evaluation as well, with a sample of the workforce providing the subordinate feedback. In some instances, feedback is also obtained from those outside the organization, such as citizens who have frequently worked with the manager and use the jurisdiction's services regularly.

Some jurisdictions include the 360-degree assessment as part of the manager's appraisal process. The ICMA Voluntary Credentialing Program also uses this method as part of maintaining the credential; however, ICMA's assessments ask only behavioral questions. They do not cover progress toward organizational goals.

In most cases a 360-degree assessment is conducted digitally via the Internet. Raters are provided evaluation forms that are returned to an independent third party via the Internet in order to ensure anonymity and confidentiality.

One of the chief benefits of the 360-degree assessment process is that it provides feedback on competencies that are not regularly seen and therefore are not discussed in the typical performance appraisals. For instance, line staff will see behaviors that elected officials do not see and vice versa. Thus, a manager's performance may be improved because it is evaluated from several different perspectives. However, if the 360-degree assessment is used as part of the appraisal process, caution should be taken so that the evaluation doesn't become a measure of the manager's popularity with staff or the public. The manager works for the elected officials and should be evaluated by them on the basis of their stated expectations.

Conversation Evaluation System⁴

This version of an evaluation is a conversational session between the manager and the elected officials. For situations where there is tension among the elected officials or between the manager and the elected body, a facilitator can be used.

Step #1: Create Factors

The elected officials divide themselves into subgroups—normally an equal number of officials in each. The number of groups should be small, so for a board with 7 members, there would be a group of 3 people and a group of 4 people. With larger boards—say a county board with 20 people—there might be more groups. Where the situation involves a mayor and other elected officials, the mayor can move between the two groups or can be part of one group. The manager makes up his or her own group.

The elected official groups are given a single question that they can respond to with a number of factors: “What should members of the elected body expect of the manager?” The groups place their answers on a flipchart page. The manager also gets a question: “What do you think the elected body ought to expect of the manager?” to which he or she can also respond with a number of factors listed on a flipchart page.

Step #2: Reach Consensus on the Factors

The subgroups come back together and discuss each of the factors they listed. They work to combine their lists to arrive at between 10 and 15 factors.

Step #3: Assign Weight Values for the Factors

The group divides again, and the subgroups assign points to each of the factors from Step #2. They are given a total of 300 points and may assign from 10 to 30 points to each factor, but each factor must be given an even number of points. More points are given to those items that are a higher priority.

Step #4: Reach Consensus on Weight Values for the Factors

The subgroups come back together again with the point values they have from their discussions. During this conversation, the entire group tries to come to a consensus on how the point values from Step #3 should be allocated.

Step #5: Assign Rating to Each Factor for the Actual Performance of the Manager

The elected officials distribute points to each of the factors on a 1–5 scale, on which 5 is far exceeds expectations, 4 is exceeds expectations, 3 is achieves

expectations, 2 is below expectations, and 1 is far below expectations. For example, a 30-point factor would have the following scale:

30–28	Far exceeds expectations (5)
28–26	Exceeds expectations (4)
26–24	Achieves expectations (3)
24–22	Below expectations (2)
22–20	Far below expectations (1)

These points are totaled, and then added to the points from the section below.

Step #6: Select Goals

The board—collectively and in consultation with the manager—comes up with the list of goals for the manager. Together they then assign another 100 points to the goals for the year. So, for example, 50 points could be assigned to Goal #1, Goal #2 could get 20 points, and Goal #3 could get 20 points, leaving 10 points for Goal #4.

The points from the above 5 steps would be added to the 100 points possible from step number 6 and would be totaled for an overall score using the chart below:

400–360	Far exceeds expectations
359–320	Exceeds expectations
319–280	Meets expectations
279–240	Below expectations
239–200	Far below expectations

In summary, this is a conversational evaluation. The evaluators review the factors each year and everybody owns them. From year to year the factors are revised as necessary to reflect the feelings of the elected body, which can change each year.

Data-gathering/Software Resources

Performance evaluation software can be an effective tool for the elected body to prepare manager evaluations. A wide variety of programs are available, enabling elected bodies to have as much or as little input into the rating categories as they wish. Some programs come with rating categories already provided for a variety of positions, some allow the customer to provide the categories, and some are a hybrid. This flexibility allows the elected officials to create a customized rating tool that works best for them.

Some evaluation software programs allow for multiple raters and some for a single rater. If the program only allows for a single rater, all elected officials convene to discuss each category, agree on the rating, and offer comments, while one elected official enters the rating and comments into the software program. In this case, there needs to be trust among the elected officials that all opinions are being heard and recorded. It is then important that all elected officials review the final draft and offer feedback before it is given to the manager.

If a multiple-rater system is used, elected officials will be completing the evaluation away from the rest of the elected body, so it is recommended that there be group discussion beforehand to ensure consistency in the meaning of the rating categories as in opinions about the manager's performance. The elected officials should also meet after they have entered their ratings because the evaluation *is* a group activity, not a multiple individual activity.

A word of warning regarding the multiple-rater system: It may be difficult to make sure that everyone fully participates in the process. Elected officials won't be informed by each other's comments, and consensus can be hard to achieve. Thus, if some elected officials provide more commentary than others, it could skew the overall evaluation.

Even with the use of performance evaluation software, an in-person conversation between the elected body and the manager is needed to review the evaluation and discuss the results.

As noted above, a wide variety of software programs are available, including

- Online survey tools such as Survey Monkey
- Performance evaluation software (SHRM can recommend)
- NeoGov online performance evaluation module

Conclusion

Communication. That is the essential element to maintaining a good relationship between an elected board and the appointed manager. Communication comes in many forms, but the board's evaluation of the manager is a formalized method of communication that should not be overlooked.

The task force that was formed to develop this handbook compiled and considered the best practices for manager evaluations. The group shared numerous ideas and learned a great deal from each other. The final product demonstrates that just as each manager and board are unique, so too must be the evaluation process for each manager. While there are common

methods of evaluation, the tools and methods used to evaluate one manager in one community may not be appropriate for another manager in a neighboring community. To maximize legitimacy and effectiveness and to enhance communication, a manager's evaluation needs to be tailored to the issues and stated goals of the elected body.

That said, the task force also agreed that there are some standard elements—notably, the [ICMA Practices for Effective Local Government Management](#)—that would enhance any evaluation. These 18 core competencies are the framework for what a manager does on a day-to-day basis, and they warrant acknowledgment in the evaluation process.

Finally, while this handbook offers a variety of ideas on the manager evaluation process, the most important takeaway is that the evaluation must take place and that the process must be mutually agreed upon. There are many ways to get this done, but the manager and the board both deserve the structured communication that the evaluation provides.

Sample Evaluation Forms for Local Government CAOs

- [Sample Appraisal of Performance](#)
- [Sample Manager Evaluation Form](#)
- [Sample Manager Performance Evaluation](#)
- [Sample County Administrator Performance Evaluation](#)

Other Resources

- [ICMA Practices for Effective Local Government Management](#)
- [Recruitment Guidelines for Selecting a Local Government Administrator](#)
- [ICMA Model Employment Agreement](#)
- [ICMA Code of Ethics with Guidelines](#)





Notes

- 1 Adapted from City Manager Performance Review, Successful Evaluation Tips, City of Mountlake Terrace, WA
- 2 Integrity is not simply concerned with whether the manager's behavior is legal; it also addresses the issue of personal and professional ethics: "Demonstrating fairness, honesty, and ethical and legal awareness in personal and professional relationships and activities." ICMA members agree to abide by the ICMA Code of Ethics.
- 3 Perkins, Jan. "Case Study: It's (Gulp) Evaluation Time." *PM*, July 2005. <http://icma.org/Documents/Document/Document/3602>
- 4 Adapted and used with permission from Lewis Bender, PhD, Professor Emeritus, Southern Illinois University, Edwardsville, lewibender@aol.com

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CITY OF ALAMEDA Performance Evaluation

Employee Name: _____ Job Title: _____

Evaluation Period Covered: From: _____ To: _____

Check appropriate box: ☐ Annual Evaluation ☐ Probationary
☐ Special (specify) _____

**Prior to completion of this form, the employee is to complete the Employee Input form.
All gray fields expand as you enter text.**

Ratings or Performance Indicators for Sections A through D

- 5 Outstanding** – Continually performs above the highest standards and expectations for the position. Performance is of a superior nature with minimal supervision.
- 4 Exceeds Expectations** – Employee must have demonstrated their own initiative to go beyond what is expected with minimal supervision.
- 3 Meets Expectations** – Performance is consistently within expectations and requirements of the position with normal supervision. Level of performance is competent and effective.
- 2 Needs Improvement** – Results are periodically below expectations and improvement is needed to function at an acceptable level. Performance at times does not meet requirements of the position.
- 1 Unsatisfactory** – Employee frequently fails to meet the minimum expectation of quality. Immediate action needs to be taken to prevent disciplinary action.

Provide comments at the end of each section, regardless of rating. Specifically address items with any rating other than 3, Meets Expectations.

SECTION A: Work Skills and Job Knowledge	Rating
1. Complies with rules and regulations in completing tasks.	
2. Possesses sufficient skill and knowledge to perform key components of the job.	
3. Updates skills to keep pace with changing technology or other job requirements.	
4. Understands departmental mission, role, and operations.	
5. Accomplishes objectives in spite of changing situations and circumstances.	
6. Relies on available information (e.g. policies, procedures, and regulations) and experience to make decisions.	
7. Logically analyzes data/situations, evaluates alternatives, and makes sound decisions.	
8. Reports, proposals, and other written materials prepared are clear and concise.	
Summary Rating:	
Comments:	
SECTION B: Interpersonal Skills	Rating
1. Exhibits patience, professionalism, respect, and understanding when dealing with the public and co-workers. Takes responsibility to resolve issues; does not pass off a customer to team members inappropriately; takes ownership of issues until resolved.	
2. Maintains effective relationships and communications with supervisor and co-workers throughout the City. Demonstrates ability to manage conflict even in difficult situations and is both respectful and respected by others. Works well as a team member by helping others and contributing to a cohesive work environment within work group, within department, and between departments.	

3. Demonstrates ability to effectively and accurately compose reports, correspondence, and other job related written assignments. Verbally expresses ideas and concepts clearly and concisely, including presentations.	
4. Maintains professional conduct, exhibits courtesy, and provides effective customer service.	
5. Demonstrates commitment to public good, upholds public trust, exercises authority responsibly and impartially.	

Summary Rating:

Comments:

SECTION C: Work Habits	Rating
1. Plans and organizes work to accomplish assigned duties.	
2. Maintains a safe and neat work area. Follows the safety practices of the City and department and sets a safe example for others.	
3. Works to full capacity, accurately, thoroughly, and effectively. Makes efficient use of resources and completes work in a timely manner. Pays attention to important details.	
4. Prioritizes work to maximize results and meet appropriate deadlines.	
5. Observes working hours by consistently: arriving to work as scheduled, informing supervisor of any changes in work schedule at earliest convenience, having a reliable attendance record, and planning time off for vacations.	
6. Can be relied upon to follow-up and complete tasks.	
7. Effectively adapts to day-to-day demands of the job; is able to juggle multiple priorities with minimal supervision.	
8. Shows initiative by seeking out new assignments and assuming additional duties when necessary.	

Summary Rating:

Comments:

SECTION D: Leadership Skills (Optional for non-supervisors)	Rating
1. Provides leadership to employees through motivation, delegation, and adherence to City policies.	
2. Manages in an effective and efficient manner. Involves employees in work-related problem identification and resolution. Encourages job ownership and personal responsibility. Provides guidance to employees; sets a good example; both commends and disciplines employees in a timely and appropriate manner.	
3. Introduces and considers new ideas which may enhance organizational operations. Demonstrates insight, flexibility, and creativity in strategic planning.	
4. Develops and applies sound creative fiscal management techniques and prepares responsible and realistic fiscal plans and departmental budgets. Controls expenditures within set budget limits, consistently seeking ways to reduce costs. Develops and maintains performance measures.	
5. Independently analyzes situations and makes decisions. Takes initiative to solve problems.	
6. Encourages a culture of continuous learning and is supportive of employee's career goals and objectives. Allows others to develop as leaders at all levels. Completes evaluations on time and uses the evaluation process to support continuous learning.	

Summary Rating:

Comments:

SECTION E: Overall General Comments (Including review of major duties and responsibilities)
SECTION G: Goal Review (Outcome of prior year goals)
SECTION H: Goal Setting (Goals and expectations for next evaluation)

SECTION I: Employee Comments (Optional)

Supervisor's signature: _____ Date: _____

Department Head's signature: _____ Date: _____

I acknowledge that I have read my performance evaluation and reviewed it with my supervisor. My signature does not imply agreement or disagreement with the contents of this evaluation. I understand that I have the opportunity to attach to this form comments in response to this evaluation.

Employee's signature: _____ Date: _____

City of Menlo Park

City Attorney Evaluation Form

ANNUAL PERFORMANCE EVALUATION CRITERIA

I. Provision of Legal Services

1. Provides competent legal advice in a constructive, results oriented and useful manner.

Comments _____

2. Capably represents the City's interest, as determined by the City Council, in litigation, administrative hearings, negotiations and similar proceedings.

Comments _____

3. Prepares ordinances, resolutions, contracts and other legal documents to best reflect and implement the purposes for which they are intended.

Comments _____

4. Enforces City ordinances and codes in an effective manner, which reflects the City's primary goal of achieving compliance.

Comments _____

5. Keeps City Council and staff apprised of court rulings and legislation affecting legal interest of the City.

Comments _____

6. Performs legal services in a timely fashion to permit the City Council and staff to meet established deadlines.

Comments _____

7. Performs all services in a manner consistent with the highest standards of professional conduct and with the responsibilities of the office of the City Attorney.

Comments _____

8. Provides cost effective services: use of billed time, coordination.

Comments _____

II. General Management

1. Manages the operations of the legal department in an effective manner with emphasis on interdepartmental coordination and service levels.

Comments _____

2. Maintains effective communications with appropriate clients within the City.

Comments _____

3. Demonstrates customer service and enhances City values.

Comments _____

4. Budget preparation and management with established administrative procedures in coordination with City Manager.

Comments _____

III. Major Work Assignments and Job Responsibilities

1. Provides appropriate level of legal assistance and staffing to the City Council, Staff, Boards and Commissions as necessary for formulation and implementation of legislative policies and projects.

Comments _____

2. Special Projects

Comments _____

IV. Council Relations

1. Maintains effective communications, both verbal and written, with the City Council.

Comments _____

2. Maintains appropriate availability to Council, personally and through designated subordinates.

Comments _____

3. Provides prompt response to Council inquiries.

Comments _____

4. Maintains a professional, objective and unbiased relation with the City Council.

Comments _____

5. Maintains a confidence of Council in objectivity and professional competence of City Attorney, and carries out Council policies in a professional manner.

Comments _____

6. Maintains consistency of opinions between attorneys and his/her own opinions.

Comments _____

V. Community Relations

1. Maintains availability and open relations with media and the public as appropriate to the position.

Comments _____

2. Seeks to involve and inform those members of the public directly affected by an issue being addressed by the Council, Staff, within the responsibility of the City Attorney.

Comments _____

VI City Manager Relations

1. Maintains effective and open communications, both verbal and written, with the City Manager

Comments _____

2. Maintains availability to the City Manager personally and through designated subordinates.

Comments _____

3. Maintains objectivity and independence necessary to provide effective and objective legal advice to the City Council, recognizing the City Manager as the primary advisor to the City Council.

Comments _____

VII. Management Characteristics

1. Decisiveness _____
2. Objectivity _____
3. Creative _____
4. Drive/Initiative _____
5. Independence _____
6. Attitude _____

VIII. Career and Professional Development

1. Participates fully in activities of department directors aimed at improvement of management and executive skills.

Comments _____

2. Attends personally, or through other attorneys in the firm, conferences and seminars where the subject matter, timing and location will advance interests of the City and enhance personal professional development related to municipal law.

Comments _____

3. Participates actively in professional programs and activities.

Comments _____

IX. Personal Traits and Management Skills

1. Major Strengths List

Comments _____

2. Major Improvement Areas

Comments _____

Overall Rating

10 9 8 7 6 5 4 3 2 1

(Outstanding)	(Satisfactory)	(Needs Improvement)

Comments

CITY ATTORNEY PERFORMANCE REVIEW RATING SHEET

Rate each item from 1 (low) to 5 (high) based on your opinion of the City Attorney's performance. Mark N/A if you do not have enough information to rate.

I. LEGAL CONSULTATION

- _____ A. Has legal advice provided by the City Attorney proven to be accurate and technically correct?
- _____ B. Does the City Attorney provide his best and honest recommendations given all existing legal issues and ramifications?
- _____ C. Does the City Attorney possess and provide an efficient and effective knowledge of the City's Municipal Code and regulations?
- _____ D. Does the City Attorney possess and provide an efficient and effective knowledge of other government regulations and case law regarding municipal government and issues facing the City?
- _____ E. Does advice provided by the City Attorney regularly take into account and balance the overall goals and objectives of the City?
- _____ F. Does the City Attorney regularly provide the scope of legal expertise necessary to meet the City's needs on issues that arise, either from himself, within his firm or other available resources?
- _____ G. Does the City Attorney proactively identify potential issues when he is aware of them to avoid problems from occurring?
- _____ H. Are alternatives and innovative solutions provided rather than just raising problems?
- _____ I. Is the City Attorney able to maintain the City Council's and staff's confidence while informing them of the different legal risks that proposed actions might generate?

II. LEGAL REPRESENTATION

- _____ A. Does the City Attorney aggressively represent the interests of the City as directed by the City Council?

- _____ B. Is the City Attorney's approach effective in achieving the best possible legal outcomes for the City's interests given the issues that arise?
- _____ C. Does the City Attorney represent the City in a professional and ethical manner?
- _____ D. Is the City Attorney impartial and objective in his duties and responsibilities?
- _____ E. Are the City Attorney's estimates of legal impacts reasonably accurate on a regular basis?

III. STAFF WORK

- _____ A. Does the City Attorney prepare ordinances, resolutions, contracts and other legal work accurately and consistent with the direction and objectives communicated by the City Council, City Manager and/or department directors?
- _____ B. Does the City Attorney maintain good working relationships and serve as an effective member of the management team?
- _____ C. Does the City Attorney accurately identify and address all legal issues within documents and items that he reviews?
- _____ D. Are staff and the City Council advised of key changes in municipal law as it pertains to the City's activities?
- _____ E. Does the City Attorney display a positive attitude in carrying out his responsibilities and responding to requests?
- _____ F. Has the City Attorney been successful in accomplishing objectives previously established?

IV. COST/FISCAL ACCOUNTABILITY AND CONTROL

- _____ A. Are regular legal activities achieved within budgetary goals and limits?
- _____ B. Has the City Attorney been effective in minimizing legal costs by limiting tasks to those regarding legal issues and utilizing City in-house staff when possible to perform administrative and other functions?
- _____ C. Are standard forms developed and used where possible to minimize preparation of legal documentation?
- _____ D. Are legal tasks performed with appropriate authorization according to established procedures and contract requirements?

- _____ E. Do invoices accurately identify tasks and expenses in sufficient detail to provide accountability and cost control?
- _____ F. Does the City Attorney display the ability and knowledge to research issues in a minimum amount of time?
- _____ G. Have legal costs been effectively managed and controlled given the issues, assignments and requests made to the City Attorney?

V. RESPONSIVENESS/TIMELINESS OF ACTIONS

- _____ A. Are requested legal work and assignments completed in a timely manner within established time frames?
- _____ B. Is the City Attorney accessible when needed to respond to requests for legal information and assistance?
- _____ C. Are legal review and requests for information completed in time to avoid delays to City projects, programs and other tasks?
- _____ D. Does the City Attorney follow-up effectively to requests that are made?
- _____ E. Does the City Attorney accurately interpret and clarify City Council and City Manager direction?

VI. COMMUNICATIONS

- _____ A. Does the City Attorney communicate effectively with the City Council, staff and the community?
- _____ B. Are answers provided in a timely and in an understandable manner?
- _____ C. Are timelines for follow-up to requests clearly communicated?
- _____ D. Does the City Attorney maintain confidentiality with regard to all matters discussed with the Mayor, City Council Members and/or City Manager and staff?
- _____ E. Does the City Attorney effectively report to the City Council and/or City Manager communications by project attorneys of a substantive nature regarding significant or sensitive matters?

[illegible][illegible]

CITY COUNCIL POLICY

REVISED: April 24, 2007

Effective Date: January 9, 1978

Resolution No. 17202

SUBJECT: COUNCIL APPOINTEE COMMUNICATIONS
AND PERFORMANCE EVALUATION PROCESS

NO: D-9

PURPOSE:

To establish procedures governing communications between Council appointees and the City Council, and the performance evaluation process for Council appointees.

POLICY:

1. Council appointees shall provide the City Council with periodic written communications regarding items of current interest and/or importance.

The City Manager shall provide this communication to the City Council on a weekly basis. The City Attorney shall provide this communication on a monthly basis and the City Auditor and City Clerk on an as-needed basis.

2. The City Council shall follow the process as described below for evaluating the performance of its appointees. Two processes are described, Standard and Expanded. Annually, prior to the Vice Mayor's development of the evaluation process schedule, the Council shall determine whether to implement a Standard or Expanded process and whether a professional facilitator shall be hired to assist with the process. If a facilitator will be utilized, the Council shall appropriate funding accordingly. As a guideline, the Expanded process would normally use a professional facilitator and would normally not be implemented more frequently than once every three years. Additionally, the Council shall determine, if the Expanded process is chosen, whether it will include executive staff (department heads) evaluations of appointees.

A. Standard Evaluation Process

1. The City Council's annual goal-setting process (beginning January/February of each year) shall serve as a guide to Council appointees in the development of their goals for the upcoming fiscal year.
2. In late June, with assistance from the City Clerk's Office and City Manager's Office, the Vice Mayor shall develop a schedule with specific dates, based on the guidance in this policy, for the appointee

CITY COUNCIL POLICY

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NO: D-9

performance evaluation process. The City Auditor's evaluation process and schedule may differ from that established for other appointees.

3. A City Council subcommittee composed of the Mayor and Vice Mayor shall meet with each appointee individually in late August of each year to initiate the performance review process.

The meeting may include a discussion/review of topics, such as:

- (a) The procedures and time line for the evaluation process;
 - (b) Any specific issues an appointee would like to discuss during the process; and/or
 - (c) Any particular areas of emphasis that the performance evaluation subcommittee wishes to make an appointee aware of prior to the beginning of the evaluation process.
 - (d) Any process issues relative to compensation.
4. By early September, each Council appointee shall prepare a memorandum to the City Council:
 - (a) Including a summary of issues and accomplishments for the past fiscal year; and
 - (b) Establishing goals for the upcoming fiscal year (based on the City-wide goals adopted by the City Council the previous May/June).

Compensation issues can be addressed in this memorandum or no later than the date set for Paragraph 6.

5. The City Council shall meet in late September in Closed Session (which may require one or more evenings) to hear presentations by the City Clerk, City Attorney and City Manager regarding their written

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NO: D-9

memorandums. The City Council shall develop follow-up questions that the Vice Mayor will provide to the City Clerk, City Attorney and City Manager within three days.

6. The City Council shall meet in early October in Closed Session for:
(1) the appointees to respond verbally to Council's follow-up questions;
and (2) the preparation of the consensus evaluations.
7. The Mayor and Vice Mayor shall confirm that the wording of the written consensus evaluations is consistent with the City Council's input from Step (6), and the Vice Mayor shall deliver the written evaluations to appointees by late October.
8. The City Council shall meet in early November in two Closed Sessions (which can be on the same night) to: (1) review written evaluations with appointees; and (2) provide "financial parameters" to the Mayor and Vice Mayor to guide compensation negotiations with appointees. A copy of the annual compensation survey shall be available to the City Council at this time.

The City Auditor's annual report and fiscal year work plan will be reviewed at the same time as 8(1).

9. The Mayor and Vice Mayor shall meet with appointees individually in mid-November to discuss compensation adjustments. Appointees shall receive the COLA adjustment provided to other unrepresented employees. The adjustment is to be implemented at Council's discretion. If further direction on compensation is needed from the Council, a Closed Session will be scheduled. If not, the Mayor and Vice Mayor shall instruct the Employee Services Director to prepare Council agenda items on appointee compensation if additional compensation adjustments are to be implemented.

CITY COUNCIL POLICY

REVISED: April 24, 2007

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Resolution No. 17202

SUBJECT: COUNCIL APPOINTEE COMMUNICATIONS
AND PERFORMANCE EVALUATION PROCESS

NO: D-9

B. Expanded Evaluation Process

1. The City Council's annual goal-setting process (beginning January/February of each year) shall serve as a guide to Council appointees in the development of their goals for the upcoming fiscal year.
2. In June, with assistance from the City Clerk's Office and City Manager's Office, the Vice Mayor shall develop a schedule with specific dates, based on the guidance in this policy, for the appointee performance evaluation process. The expanded evaluation process does not include the City Auditor evaluation process. Therefore, in years when the expanded process is implemented, the City Auditor standard evaluation process will be separate but aligned to the extent possible with the schedule established herein.
3. A City Council subcommittee composed of the Mayor and Vice Mayor shall meet with each appointee individually in late August of each year to initiate the performance review process.

The meeting may include a discussion/review of topics, such as:

- (a) The procedures and time line for the evaluation process;
 - (b) Any specific issues an appointee would like to discuss during the process; and/or
 - (c) Any particular areas of emphasis that the performance evaluation subcommittee wishes to make an appointee aware of prior to the beginning of the evaluation process; and
 - (d) Any process issues relative to compensation.
4. By early September, the City Manager, City Attorney and City Clerk shall each prepare a self-evaluation for the City Council, using the respective evaluation form provided (Example: Attachment 1). In

CITY COUNCIL POLICY

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SUBJECT: COUNCIL APPOINTEE COMMUNICATIONS
AND PERFORMANCE EVALUATION PROCESS

NO: D-9

addition, Councilmembers shall prepare their individual evaluation forms for each of these appointees, and the Vice Mayor (or consultant) shall coordinate the preparation of individual evaluation forms for each of these appointees on the part of the executive staff, if included in the scope of the expanded evaluation (Example: Attachment 1).

5. The City Council shall meet in late September in Closed Session (which may require one or more evenings) with the City Clerk, City Attorney and City Manager regarding their evaluations. The City Council shall develop follow-up questions that the Vice Mayor will provide to the City Clerk, City Attorney and City Manager within three days.
6. The City Council shall meet in early October in Closed Session for:
(1) the appointees to respond verbally to Council's follow-up questions;
and (2) the preparation of the consensus evaluations by the Council.
7. The Mayor and Vice Mayor shall confirm that the wording of the written consensus evaluations is consistent with the City Council's input from Step (6), and the Vice Mayor shall deliver the consensus evaluations to the City Clerk, City Attorney and City Manager by late October.
8. The City Council shall meet in early November in two Closed Sessions (which can be on the same night) to: (1) review written evaluations with appointees and appointees' compensation expectation memorandums; and (2) provide "financial parameters" to the Mayor and Vice Mayor to guide compensation negotiations with appointees. A copy of the annual compensation survey shall be given to the City Council at this time.

The City Auditor's annual report and fiscal year work plan will be reviewed at the same time as 8(1).

9. The Mayor and Vice Mayor shall meet with appointees individually in mid-November to discuss compensation adjustments. Appointees shall receive the COLA adjustment provided to other unrepresented employees. The adjustment is to be implemented at Council's discretion.

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NO: D-9

If further direction on compensation is needed from the Council, a Closed Session will be scheduled. If not, the Mayor and Vice Mayor shall instruct the Employee Services Director to prepare Council agenda items on appointee compensation if additional compensation adjustments are to be implemented.

3. This policy acknowledges that other formal and informal methods of Council/appointee communications, goal setting and performance evaluations exist. This policy does not preclude the use of these other methods.

LF/CNLPOL
D09-601CP^

**CITY OF MOUNTAIN VIEW
EVALUATION OF COUNCIL APPOINTED OFFICER**

CITY MANAGER

The following areas of performance are considered when evaluating Council-appointed officials. Incumbents are rated on a scale of 1 through 5 as follows:

5 = Exceptional:	Exceeds standards on a consistent basis
4 = Highly competent:	Generally exceeds standards and requirements
3 = Competent:	Expected performance level
2 = Needs Improvement:	Does not consistently meet standards
1 = Poor:	Consistently deficient in meeting most standards

SECTION I – AREAS OF PERFORMANCE

1. Relationship with City Council

1	Is honest and trustworthy	1	2	3	4	5
2	Respects confidences	1	2	3	4	5
3	Is equally available and accessible to all Council members	1	2	3	4	5
4	Does not play favorites – takes direction from Council as a whole	1	2	3	4	5
5	Makes effective and equal communication to each Councilmember a priority	1	2	3	4	5
6	Is open and responsive to constructive criticism of self and staff	1	2	3	4	5

Comments and examples:

2. Staff Support to City Council

1	Provides "complete staff work" to Council	1	2	3	4	5
2	Provides staff recommendations and gives the Council options	1	2	3	4	5
3	Staff reports are presented in a usable and understandable format	1	2	3	4	5
4	Is responsive to Council requests and needs	1	2	3	4	5
5	Provides high level of information to Council relating to City programs, services, issues – keeps them well informed	1	2	3	4	5
6	Assures support to the Council's policy making process	1	2	3	4	5
7	Effectively and consistently carries out Council policy direction.	1	2	3	4	5
8	Provides copies of special reports requested by one Councilmember to all Councilmembers	1	2	3	4	5
9	Provides copies of special reports requested by one Councilmember to all Councilmembers	1	2	3	4	5

Comments and examples:

3. Relationship with City Employees

1	Demonstrates care about the welfare and success of staff	1	2	3	4	5
2	Is approachable, accessible and friendly	1	2	3	4	5
3	Works to maintain and improve employee moral	1	2	3	4	5
4	Encourages suggestions and feedback from staff at all levels of the organization	1	2	3	4	5
5	Demonstrates appreciation and praise for good work and efforts	1	2	3	4	5
6	Effectively manages relationship with employee associations and unions	1	2	3	4	5

Comments and examples:

4. Leadership to the Organization:

1	Inspires teamwork and cooperation	1	2	3	4	5
2	Provides effective link between staff and City Council	1	2	3	4	5
3	Maintains (and sets a personal example) for high standards of honesty, integrity and trust	1	2	3	4	5
4	Holds staff accountable for results	1	2	3	4	5
5	Delegates sufficiently – while being aware of details	1	2	3	4	5
6	Emphasizes interdepartmental coordination and communication	1	2	3	4	5
7	Provides guidance and direction to staff	1	2	3	4	5
8	Is action and results-oriented – and expects this from staff	1	2	3	4	5
9	Encourages continuous improvement and responsible risk-taking	1	2	3	4	5

Comments and examples:

5. Effective Service Delivery

1	Monitors progress of key organizational goals and reports it to staff and the City Council	1	2	3	4	5
2	Assumes that the organization effectively provides quality services	1	2	3	4	5
3	Encourages productivity improvements	1	2	3	4	5
4	Establishes high standards and holds staff accountable for results	1	2	3	4	5
5	Implements the approved Capital Improvement Program, including the effective maintenance of the City's infrastructure	1	2	3	4	5

Comments and examples:

6. Strategic Issue and Crisis Management

1	Thinks strategically and develops approaches to complex/difficult issues	1	2	3	4	5
2	Maintains calm, professionalism and confidence during difficult times	1	2	3	4	5
3	Provides good advice and policy options to Council on big issues	1	2	3	4	5
4	Assures adequate public information to the public on significant issues	1	2	3	4	5

Comments and examples:

7. Customer Service and Communication with the Public

1	Engenders customer satisfaction/service as a fundamental value in the organization	1	2	3	4	5
2	Provides a high level of public information regarding City programs and services	1	2	3	4	5
3	Encourages citizen feedback and acts on this information	1	2	3	4	5
4	Is accessible to the public and effectively communicates to members of the public	1	2	3	4	5
5	Ensures quick follow-up and resolution to citizen complaints and requests for service	1	2	3	4	5
6	Can communicate effectively and clearly in writing	1	2	3	4	5
7	Maintains effective working relationships with community groups/organizations	1	2	3	4	5
8	Deals efficiently with the media and represents the City well in this medium	1	2	3	4	5
9	Is able to make effective public presentations	1	2	3	4	5

Comments and examples:

8. Innovation and Creativity

1	Encourages innovation and creativity and responsible risk-taking	1	2	3	4	5
2	Is able to provide solutions/alternatives regarding complex issues and problems	1	2	3	4	5
3	Introduces new ideas and concepts	1	2	3	4	5
4	Exercises leadership in identifying new methods and best practices	1	2	3	4	5
5	Encourages education and professional development to stay current on new methods and technology	1	2	3	4	5

Comments and examples:

9. Financial Management

1	Recommends policies, practices and strategies to ensure long-term financial health	1	2	3	4	5
2	Provides oversight and guidance in financial matters	1	2	3	4	5
3	Provides for high-quality annual budget and Capital Improvement Program processes	1	2	3	4	5
4	Recommends a reasonable and balanced annual budget and Capital Improvement Program	1	2	3	4	5
5	Keeps Council informed regarding overall financial condition and key issues	1	2	3	4	5

Comments and examples:

10. Intergovernmental Relations

1	Effectively represents the city with outside agencies	1	2	3	4	5
2	Contributes to regional cooperation and the resolution of regional issues	1	2	3	4	5
3	Serves on regional boards/committees as required	1	2	3	4	5
4	Maintains effective and cooperative relationship with local cities and other governmental agencies	1	2	3	4	5
5	Provides leadership and coordination of intergovernmental relations program	1	2	3	4	5

Comments and examples:

11. Other Personal Characteristics

1	Is a person of high integrity, honesty and trustworthiness	1	2	3	4	5
2	Has a well-regarded professional reputation	1	2	3	4	5
3	Friendly, personable, approachable	1	2	3	4	5
4	Is committed to personal professional development	1	2	3	4	5
5	Demonstrates leadership	1	2	3	4	5
6	Has a high energy-level and work ethic	1	2	3	4	5
7	Is optimistic, enthusiastic, idealistic and cooperative	1	2	3	4	5

Comments and examples:

SECTION II – ACHIEVEMENT OF PERFORMANCE OBJECTIVES

Evaluate achievement of personal performance objectives

SECTION III – FUTURE DEVELOPMENT

List three performance objectives for this individual you feel are the most important targets for this year:

SECTION IV – OVERALL EVALUATION

Rating: 1 2 3 4 5

Comments:

CITY OF MOUNTAIN VIEW

EVALUATION OF COUNCIL APPOINTED OFFICER

CITY ATTORNEY

The following areas of performance are considered when evaluating Council-appointed officials. Incumbents are rated on a scale of 1 through 5 as follows:

5 = Exceptional:	Exceeds standards on a consistent basis
4 = Highly competent:	Generally exceeds standards and requirements
3 = Competent:	Expected performance level
2 = Needs Improvement:	Does not consistently meet standards
1 = Poor:	Consistently deficient in meeting most standards

SECTION I – AREAS OF PERFORMANCE

1. Relationship with City Council

1	Is honest and trustworthy	1	2	3	4	5
2	Respects confidences	1	2	3	4	5
3	Is equally available and accessible to all Council members	1	2	3	4	5
4	Does not play favorites – takes direction from Council as a whole	1	2	3	4	5
5	Makes effective and equal communication to each Councilmember a priority	1	2	3	4	5
6	Is open and responsive to constructive criticism of self and staff	1	2	3	4	5

Comments and examples:

2. Primary Relationship With the Council

1	Provides Council with the confidence to move forward on important issues	1	2	3	4	5
2	Positively contributes to the effectiveness and success of closed sessions	1	2	3	4	5
3	Establishes a solid legal framework for the City in the eyes of the community	1	2	3	4	5
4	Works well with the City Manager and/or other members of the management team	1	2	3	4	5

Comments and examples:

3. Staff Support to City Council

1	Provides "complete staff work" to Council	1	2	3	4	5
2	Provides staff recommendations and gives the Council options	1	2	3	4	5
3	Staff reports are presented in a usable and understandable format	1	2	3	4	5
4	Is responsive to Council requests and needs	1	2	3	4	5
5	Assures support to the Council's policy making process	1	2	3	4	5
6	Helps Councilmembers field questions and concerns	1	2	3	4	5

Comments and examples:

4. Relationship with City Employees

1	Demonstrates care about the welfare and success of staff	1	2	3	4	5
2	Is approachable, accessible and friendly	1	2	3	4	5
3	Works to maintain and improve employee moral	1	2	3	4	5
4	Encourages suggestions and feedback from staff at all levels of the organization	1	2	3	4	5
5	Demonstrates appreciation and praise for good work and efforts	1	2	3	4	5
6	Effectively manages relationship with employee associations and unions	1	2	3	4	5

Comments and examples:

5. Relationship with the City Manager/Department Heads:

1	Quality of the relationship benefits the City's mission	1	2	3	4	5
2	Fosters good communications between the City Manager and the City Attorney's office	1	2	3	4	5
3	Departments see the City Attorney's office as a valuable resource	1	2	3	4	5
4	Team player	1	2	3	4	5

Comments and examples:

6. Strategic Issue and Crisis Management

1	Thinks strategically and develops approaches to complex/difficult issues	1	2	3	4	5
2	Maintains calm, professionalism and confidence during difficult times	1	2	3	4	5
3	Provides good advice and policy options to Council on big issues	1	2	3	4	5
4	Assures adequate public information to the public on significant issues	1	2	3	4	5

Comments and examples:

7. Customer Service and Communication with the Public

1	Engenders customer satisfaction/service as a fundamental value in the organization	1	2	3	4	5
2	Provides a high level of public information regarding City programs and services	1	2	3	4	5
3	Encourages citizen feedback and acts on this information	1	2	3	4	5
4	Is accessible to the public and effectively communicates to members of the public	1	2	3	4	5
5	Ensures quick follow-up and resolution to citizen complaints and requests for service	1	2	3	4	5
6	Can communicate effectively and clearly in writing	1	2	3	4	5
7	Maintains effective working relationships with community groups/organizations	1	2	3	4	5
8	Deals efficiently with the media and represents the City well in this medium	1	2	3	4	5
9	Is able to make effective public presentations	1	2	3	4	5

Comments and examples:

8. Innovation and Creativity

1	Encourages innovation and creativity and responsible risk-taking	1	2	3	4	5
2	Is able to provide solutions/alternatives regarding complex issues and problems	1	2	3	4	5
3	Introduces new ideas and concepts	1	2	3	4	5
4	Exercises leadership in identifying new methods and best practices	1	2	3	4	5
5	Encourages education and professional development to stay current on new methods and technology	1	2	3	4	5

Comments and examples:

9. Intergovernmental Relations

1	Effectively represents the City with outside agencies	1	2	3	4	5
2	Contributes to regional cooperation and the resolution of regional issues	1	2	3	4	5
3	Serves on regional boards/committees as required	1	2	3	4	5
4	Maintains effective and cooperative relationship with local cities and other governmental agencies	1	2	3	4	5
5	Provides leadership and coordination of intergovernmental relations program	1	2	3	4	5

Comments and examples:

11. Other Personal Characteristics

1	Is a person of high integrity, honesty and trustworthiness	1	2	3	4	5
2	Has a well-regarded professional reputation	1	2	3	4	5
3	Friendly, personable, approachable	1	2	3	4	5
4	Is committed to personal professional development	1	2	3	4	5
5	Demonstrates leadership	1	2	3	4	5
6	Has a high energy-level and work ethic	1	2	3	4	5
7	Is optimistic, enthusiastic, idealistic and cooperative	1	2	3	4	5

Comments and examples:

SECTION II – ACHIEVEMENT OF PERFORMANCE OBJECTIVES

Evaluate achievement of personal performance objectives

SECTION III – FUTURE DEVELOPMENT

List three performance objectives for this individual you feel are the most important targets for this year:

SECTION IV – OVERALL EVALUATION

Rating: 1 2 3 4 5

Comments:

CITY OF MOUNTAIN VIEW

EVALUATION OF COUNCIL APPOINTED OFFICER

CITY CLERK

The following areas of performance are considered when evaluating Council-appointed officials. Incumbents are rated on a scale of 1 through 5 as follows:

5 = Exceptional:	Exceeds standards on a consistent basis
4 = Highly competent:	Generally exceeds standards and requirements
3 = Competent:	Expected performance level
2 = Needs Improvement:	Does not consistently meet standards
1 = Poor:	Consistently deficient in meeting most standards

SECTION I – AREAS OF PERFORMANCE

1. Relationship with City Council

1	Is honest and trustworthy	1	2	3	4	5
2	Respects confidences	1	2	3	4	5
3	Is equally available and accessible to all Council members	1	2	3	4	5
4	Does not play favorites – takes direction from Council as a whole	1	2	3	4	5
5	Makes effective and equal communication to each Councilmember a priority	1	2	3	4	5
6	Is open and responsive to constructive criticism of self and staff	1	2	3	4	5

Comments and examples:

2. Staff Support to City Council

1	Is responsive to Council requests and needs	1	2	3	4	5
	Is effective in assisting the Council in administering the recruitment process for boards,					
2	commissions and committees	1	2	3	4	5
	Is effective in planning and organizing the annual Commissioners' dinner and other					
3	Council-related special events	1	2	3	4	5
	Provides organized, accurate Council agendas and packets in a timely manner for all					
4	Council meetings	1	2	3	4	5
5	Is effective in recording proceedings and actions of the City Council	1	2	3	4	5
6	Provides effective link between citizens and City Council	1	2	3	4	5
7	Follows City policies in administering Council budget	1	2	3	4	5

Comments and examples:

3. Relationship with City Employees

1	Demonstrates care about the welfare and success of staff	1	2	3	4	5
2	Is approachable, accessible and friendly	1	2	3	4	5
3	Works to maintain and improve employee moral	1	2	3	4	5
4	Encourages suggestions and feedback from staff at all levels of the organization	1	2	3	4	5
5	Demonstrates appreciation and praise for good work and efforts	1	2	3	4	5

Comments and examples:

4. Relationship With the City Manager/Department Heads:

1	Works well with the City Manager, City Attorney and/or other members of the management team	1	2	3	4	5
2	Team player	1	2	3	4	5

Comments and examples:

5. Administration of the Office of the City Clerk

1	Is effective in conducting the City of Mountain View election process, including coordinating the filing of FPPC documents	1	2	3	4	5
2	Maintains City information and records in a manner that is easily retrievable and accessible	1	2	3	4	5
3	Effectively administers the City's Conflict of Interest Code	1	2	3	4	5
4	Inspires teamwork and cooperation	1	2	3	4	5
5	Maintains (and sets a personal example) for high standards of honesty, integrity and trust	1	2	3	4	5
6	Delegates sufficiently – while being aware of details	1	2	3	4	5
7	Provides guidance and direction to the staff	1	2	3	4	5
8	Is action and results-oriented – and expects this from staff	1	2	3	4	5
9	Exercises leadership in identifying new methods and best practices	1	2	3	4	5
10	Emphasizes staff coordination and communication	1	2	3	4	5
11	Encourages education and professional development to stay current on new methods and technology	1	2	3	4	5

Comments and examples:

6. Effective Service Delivery

1	Maintains cooperative, friendly relationships with the public, City employees and the media	1	2	3	4	5
2	Represents the City in a professional, competent manner	1	2	3	4	5
3	Monitors progress of key department projects and goals	1	2	3	4	5
4	Maintains effective and cooperative relationship with local cities and other governmental agencies	1	2	3	4	5
5	Maintains calm, professionalism, and confidence during difficult times	1	2	3	4	5

Comments and examples:

7. Customer Service and Communication with the Public

1	Engenders customer satisfaction/service as a fundamental value in the organization	1	2	3	4	5
2	Encourages citizen feedback and acts on this information	1	2	3	4	5
3	Is accessible to the public and effectively communicates to members of the public	1	2	3	4	5
4	Ensures quick follow-up and resolution to citizen complaints and requests for service	1	2	3	4	5
5	Can communicate effectively and clearly in writing	1	2	3	4	5
6	Maintains effective working relationships with community groups/organizations	1	2	3	4	5
7	Is able to make effective public presentations	1	2	3	4	5

Comments and examples:

8. Other Personal Characteristics

1	Is a person of high integrity, honesty and trustworthiness	1	2	3	4	5
2	Has a well-regarded professional reputation	1	2	3	4	5
3	Friendly, personable, approachable	1	2	3	4	5
4	Is committed to personal professional development	1	2	3	4	5
5	Demonstrates leadership	1	2	3	4	5
6	Has a high energy-level and work ethic	1	2	3	4	5
7	Is optimistic, enthusiastic, idealistic and cooperative	1	2	3	4	5

Comments and examples:

[illegible]

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slightly textured appearance and some minor discoloration or shadows, suggesting it's a physical scan. There is no handwriting or other markings on the paper.

Rating: 1 2 3 4 5

Comments:



Summary of City Council Feedback Form City Attorney Evaluation

I. PERFORMANCE RATINGS

On a scale of 0 to 5 (5 being highest), please rate Pamela's performance over the past year on each of the primary performance dimensions below, by circling one number – or "N/S" for not sure:

Leadership – Provides sound leadership in running department and providing legal expertise to the City; role models City's values and is approachable to staff and community members; communicates effectively and is well-versed on legal affairs; aligns staff and financial resources with Council priorities and the needs of the community.

Rating: **0** **1** **2** **3** **4** **5** **N/S**

Credibility – Holds self and staff to highest standards; is candid and up-front in dealing with issues and people; is viewed as trustworthy, ethical and a credible representative of the City.

Rating: **0** **1** **2** **3** **4** **5** **N/S**

Accountability/Service Delivery - Holds self and staff accountable for decisions and expected outcomes of the City Council and community; creates an organizational culture of customer service and commitment to exceptional service; makes difficult decisions when needed and insures legal staff meets expectations.

Rating: **0** **1** **2** **3** **4** **5** **N/S**

Personal Development – Leads by example and develops own skills as leader and City Attorney. Assesses own skills and has awareness of self and areas for further development.

Rating: **0** **1** **2** **3** **4** **5** **N/S**

Execution of Council Direction as it relates to legal matters– Ensures legal action and plans are implemented consistent with Council direction and develops legal strategies that are within the best interest of the City.

Rating: **0** **1** **2** **3** **4** **5** **N/S**

In your view:

What is one area where the Attorney can improve in the position?

Additional Comments:

**City Council Annual Performance Evaluation
City Manager**

I. PERFORMANCE RATINGS

On a scale of 0 to 5 (5 being highest), please rate Bob's performance over the past year on each of the primary performance dimensions below, by circling one number – or "N/S" for not sure:

Leadership – Provides sound organizational leadership by providing vision and purpose for the organization; role models City's values and is approachable to staff and community members; communicates effectively and is well-versed on municipal affairs; aligns staff and financial resources with Council priorities and the needs of the community.

Rating: **0** **1** **2** **3** **4** **5** **N/S**

Comments:

Credibility – Holds self and staff to highest standards; is candid and up-front in dealing with issues and people; is viewed as trustworthy, ethical and a credible representative of the City.

Rating: **0** **1** **2** **3** **4** **5** **N/S**

Accountability/Service Delivery - Holds self and staff accountable for decisions and expected outcomes of the City Council and community; creates an organizational culture of customer service and commitment to exceptional service; makes difficult decisions when needed and insures staff meets expectations.

Rating: **0** **1** **2** **3** **4** **5** **N/S**

Comments:

Staff Development – Encourages and provides resources for staff development and training to increase organizational effectiveness and commitment. Promotes skill and competency advancement and challenges staff to look for creative and innovative methods to deliver municipal services. Continually analyzes workforce demographics and competencies to strategically plan workforce development.

Rating: **0** **1** **2** **3** **4** **5** **N/S**

Comments:

Personal Development – Leads by example and develops own skills as leader and City Manager. Seeks out expertise of leadership coaches and/or consultants to enhance effectiveness as organizational leader. Assesses own skills and has awareness of self and areas for further development.

Rating: **0** **1** **2** **3** **4** **5** **N/S**

Execution of Council Priorities – Ensures organization is aligned with Council priorities and moving priorities forward as directed by Council. Updates council and staff on status of priorities and develops plans and strategies to bring Council priorities to fruition.

Rating: **0** **1** **2** **3** **4** **5** **N/S**

Comments:

Mayor Comments: _____

City Manager Comments: _____

This evaluation was presented and discussed with the City Manager at a closed session on ____.

City Council:

Mayor

Date

City Manager

City Attorney Annual Performance Report

Please prepare a written report using the questions below as a guide. Your report should not exceed ten pages. You may attach supporting documentation to your report.

Part I. Provision of Legal Services (33%)

Please discuss your year's performance results by commenting on the following areas and questions:

A. Provision of Major Legal Services

Please discuss the major legal services your office has initiated or responded to over the past year. Major legal services cover attorney, advocate and litigator functions (e.g., litigation, special projects, major negotiations and hearings, and specific major ongoing responsibilities directly related to City Council decisions, policies or actions). Your discussion should address factors such as:

- The degree of success in providing major legal services given the strengths and weaknesses of the City's legal position in each situation.
- The degree of success in implementing Council decisions and enforcing City ordinances and codes in a cost-effective manner and achieving the City's primary objective of voluntary compliance.

B. Provision of Legal Services – Routine Activities

Please discuss the provision of routine legal services over the past year. Routine legal services cover such functions as: legal analysis, the routine provision of legal advice, and the effective preparation of legal documents (ordinances, resolutions, contracts, etc.) Your discussion should address factors such as:

- Your success in providing analysis that facilitated legally sound policy/program implementation).
- How well prepared legal documents (ordinances, resolutions, contracts, etc.) reflected the purposes for which they were prepared.

C. Budget and Service Delivery Performance

How have you managed your department's budget to assure that:

- Savings are attempted without service reductions?
- Services are provided at the level and quantity provided for in the budget?
- Expenditures are within budgetary constraints set by Council?

D. Unusual Circumstances (Information Only – Not for Rating)

- Please describe any unusual or extenuating circumstances that have influenced your ability to perform your duties over the past year (e.g., additional significant assignments, high public interests in specific projects; overcoming the loss of key personnel, etc.).

Part II. Managerial Effectiveness (33%)

1. Please discuss significant developments or activities in how you achieved your results. How have you improved your organization over the past two years?
Examples of topics to discuss in this area include:
 - customer service initiatives;
 - examples of leadership you have provided;
 - innovations you have initiated or completed;
 - strategic planning initiatives started or completed;
 - the quality of your communications with the public and City staff; and
 - (examples of your ability to support and secure the support of other Council appointees to complete interdepartmental projects and activities and/or to implement interdepartmental services, recommendations or policies.
2. What have you done in the past year to enhance your professional skills, knowledge and capabilities?
3. What have you done to encourage your staff to improve its professional skills, knowledge and capabilities?
4. Please note any significant awards or other recognition you or your organization received in the past year.

Part III. Council Relations (33%)

Please discuss your relationship with the City Council and other appointees over the past year. Examples of topic areas could include the following:

1. How well have you kept the Council and staff informed of key legal issues, court rulings and administrative decisions affecting the legal interests of the City? Please provide examples.
2. Discuss the timeliness of the legal services you have provided. Were Council and/or staff able to act in a timely fashion?
3. Have reports to Council from your department been prepared and ready for presentation as originally scheduled at least 50% of the time? If not, please provide an explanation.

Part IV. Current Year Achievement Plan (Information Only)

Please prepare an achievement plan outlining any special projects or significant activities the City organization under your authority plans to focus on in the current year. The achievement plan may not exceed three pages.

Special Projects and Significant Activities

Special projects or significant activities are *major one-time items* that will require significant City organization resources in the upcoming year and are in addition to projects, programs, and activities routinely undertaken as part of ongoing responsibilities. These items would normally be initiated and concluded in the same fiscal year but multi-year projects and activities can be listed if there are significant milestones that will be achieved in the current fiscal year. Examples of special projects or significant activities would include such items as:

- major items identified for study or action by Council;
- major capital projects;
- projects or activities related to: 1) ensuring City compliance with federal or state laws and mandates; 2) the prevention of avoidance of litigation; and/or 3) the litigation of specific issues;
- major interdepartmental projects leading to improved customer service and/or budget savings;
- the initiation of significant new services;
- major negotiations;
- significant research, studies or audits that will lead to new services or facilities and/or significant budget savings; or
- major strategic planning initiatives.

For each major project or significant activity, at minimum, please provide the following information:

1. A short description of the project or activity.
2. The purpose, anticipated outcome and/or benefits of the project (e.g., improving customer serving by reducing customer wait time by 10%; a facility that will extend or improve customer service to X number of residents; a program that will achieve the same service at X% lower cost, etc.).
3. When the project or activity will be completed or what major milestone will be achieved in the current fiscal year.

Professional Development

Please identify any professional growth or training objectives you will pursue in current fiscal year for your staff or yourself.

Finalizing the Plan

These special projects and significant activities, along with your routine responsibilities, will become the basis for evaluating your performance at the end of the current fiscal year. In preparing your performance report for the current year, you will be required to report on the results of these special projects and significant activities.

At its discretion, the City Council may:

1. add or reduce the number of items in your achievement plan;
2. add specific areas for improvement; and/or

Once there is agreement between you and the Council on the current year's achievement plan, please provide a final draft to the Mayor. That document will be the basis for future reviews.

Council Appointee Annual Performance Report

(except City Attorney)

Please prepare a written report using the questions below as a guide. Your report should not exceed ten pages. You may attach supporting documentation to your report.

Part I. Results/Accomplishments (33%)

Please discuss your Department's/Agency's past years' performance by commenting on the following areas and questions:

A. Significant Accomplishments/Results

What significant accomplishments/results have you achieved in the past year? Examples of significant accomplishments/results could include:

- significantly improved internal/external customer service quantity or quality at the same or lower cost (e.g., through the use of technology, adoption of improved/more efficient procedures, staff training, innovative initiatives, etc.);
- identifying significant one-time or ongoing savings;
- significant policy development accomplishments;
- major capital projects completed or milestones reached;
- major negotiations undertaken and/or completed;
- major strategic planning initiatives undertaken and/or completed;
- major new services initiated; and
- any other significant accomplishments/results going above and beyond the normal expectations of your position.

For each accomplishment/result, please provide the following information:

- a brief description of the accomplishment/result;
- a brief explanation of the actual/expected outcome(s) and benefits.

B. Budget and Service Delivery Performance:

How have you managed your department's/the Agency's budget to assure that:

- Services are provided at the level and quantity provided for in the budget?
- Expenditures are within budgetary constraints?
- Savings are attempted without service reductions?

C. Unusual Circumstances (Information Only – Not for Rating)

- Please describe any unusual or extenuating circumstances that have influenced your ability to perform your duties over the past year (e.g., additional significant assignments, high public interests in specific projects, overcoming the loss of key personnel, etc.).

Part II. Managerial Effectiveness (33%)

1. Please discuss how you achieved your results. How have you improved your organization over the past year? Examples of topics to discuss in this area include:
 - customer service initiatives;
 - examples of leadership you have provided,
 - innovations you have initiated or completed;
 - strategic planning initiatives started or completed;
 - the quality of your communications with the public and City staff; and
 - examples of your ability to support and secure the support of other Council appointees to complete interdepartmental projects and activities and/or to implement interdepartmental services, recommendations or policies.
2. What have you done in the past year to enhance your professional skills, knowledge and capabilities?
3. What have you done to encourage your staff to improve its professional skills, knowledge and capabilities?
4. Please note any significant awards or other recognition you or your organization received in the past two years.

Achievement Plan Results Not Accomplished

What major goals in your Achievement Plan were not accomplished and why?

Part III. Council Relations (33%)

1. Please give significant examples of how responsive you believe you have been to Council requests for information and constituent resolution.
2. Have you kept the Council informed of key issues, developments or trends so that Council may take timely action or avoid adverse impacts? Please provide examples.
3. Have reports to Council from your department been prepared and ready for presentation as originally scheduled at least 50% of the time? If not, please provide an explanation.

Part IV. Current Year Achievement Plan (Information Only)

Please prepare an achievement plan outlining any special projects or significant activities the City organization under your authority plans to focus on in the current year. The achievement plan may not exceed three pages.

Special Projects and Significant Activities

Special projects or significant activities are *major one-time items* that will require significant City organization resources in the upcoming year and are in addition to projects, programs, and activities routinely undertaken as part of ongoing responsibilities. These items would normally be initiated and concluded in the same fiscal year but multi-year projects and activities can be listed if there are significant milestones that will be achieved in the current fiscal year. Examples of special projects or significant activities would include such items as:

- major items identified for study or action by Council;
- major capital projects;
- projects or activities related to: 1) ensuring City compliance with federal or state laws and mandates; 2) the prevention of avoidance of litigation; and/or 3) the litigation of specific issues;
- major interdepartmental projects leading to improved customer service and/or budget savings;
- the initiation of significant new services;
- major negotiations;
- significant research, studies or audits that will lead to new services or facilities and/or significant budget savings; or
- major strategic planning initiatives.

For each major project or significant activity, at minimum, please provide the following information:

1. A short description of the project or activity.
2. The purpose, anticipated outcome and/or benefits of the project (e.g., improving customer serving by reducing customer wait time by 10%; a facility that will extend or improve customer service to X number of residents; a program that will achieve the same service at X% lower cost, etc.).
3. When the project or activity will be completed or what major milestone will be achieved in the current fiscal year.

Professional Development

Please identify any professional growth or training objectives you will pursue in current fiscal year for your staff or yourself.

Finalizing the Plan

These special projects and significant activities, along with your routine responsibilities, will become the basis for evaluating your performance at the end of the current fiscal year. In preparing your performance report for the current year, you will be required to report on the results of these special projects and significant activities.

At its discretion, the City Council may:

1. add or reduce the number of items in your achievement plan;
2. add specific areas for improvement; and/or

Once there is agreement between you and the Council on the current year's achievement plan, please provide a final draft to the Mayor. That document will be the basis for future reviews.

Council Appointee Rating Form

Appointee: _____

Councilmember: _____

Possible Evaluation Determinations for Each Part:

Outstanding: 90-100; Superior: 80-89; Satisfactory: 70-79; Needs Improvement: 60-69; Unsatisfactory: 50-59

Part I. Results/Accomplishments (Provision of Legal Services for City Attorney)

(Budget and service delivery performance based on Council-approved budget and significant results and accomplishments)

Rating _____ x (33%) = _____

Comments: _____

Part II. Managerial Effectiveness

(Leadership, personal and staff development, organizational/managerial effectiveness)

Rating _____ x (33%) = _____

Comments: _____

Part III. Council Relations

(Communications with Council/Appointee, following Council budget and policy direction, and providing Council assistance and support)

Rating _____ x (33%) = _____

Comments: _____

Total Weighted Score (100%) _____

(Round to nearest whole number)

Performance Rating Categories

In rating Appointee performance, the following categories are to be considered:

Rating	Score	Comments
Outstanding	90-100 points	Consistently exceeds and/or far exceeds the work standards, goals, objectives or expectations of the position.
Superior	80-89 points	Usually exceeds the work standards, goals, objectives or expectations of the position.
Satisfactory	70-79 points	Meets the work standards, goals, objectives or expectations of the position in a timely manner.
Needs Improvement	60-69 points	Sometimes does not meet the work standards, goals, objectives or expectations of the position (less than 25% of the time).
Unsatisfactory	50-59 points	Often does not meet the work standards, goals, objectives or expectations of the position (more than 25% of the time).

For each of the three major categories of performance (Results/Accomplishments, Council Relations, Managerial Effectiveness) a score ranging from 50 to 100 may be selected depending on the evaluation of performance in the category. Only one score is given for each category.

Specific performance examples should be cited to justify a rating of Outstanding in any performance category. Examples should be provided to justify a Needs Improvement or Unsatisfactory rating in any performance category.

CITY MANAGER CHRIS ZAPATA EVALUATION

PURPOSE OF EVALUATION

- Provide mechanism for annual performance evaluation per contract
- Identify performance objectives
- Determine progress relative to performance objectives and City Council goals
- Allow for two way communication/feedback between City Council and City Manager

5 – Outstanding

4 – Good

3 – Fair

2 – Needs Improvement

1 – Poor

PROGRESS ON CITY COUNCIL GOALS

	RATING
Place the City on firm foundation for long term fiscal sustainability EXAMPLES	
Work with community and stakeholders to complete projects/programs for sustainable economic development EXAMPLES	
Provide quality public safety services in partnership with the community EXAMPLES	
Maintain and enhance City Infrastructure EXAMPLES	

RATING	
Support and promote quality of life to enhance community pride EXAMPLES	
Maintain and support strong relationships with School Districts EXAMPLES	

GENERAL ADMINISTRATION

RATING AND PERFORMANCE

RATING	
Management of the organization	
Execution of policy	
Financial management	
Community Relations	

RATING	
Ethics and legal compliance	
Council and organization communication	
Issue management and judgment	
Innovation and implementation	
Collaboration	
Succession Planning and organizational development	
Responsiveness and quality of work	
TOTAL	

ACHIEVEMENTS

Internal
EXAMPLES

External
EXAMPLES

AREAS OF IMPROVEMENT

MANAGER OBSERVATION AND FEEDBACK TO COUNCIL

COMMENTS

RATING PERIOD: _____

SIGNED BY CITY MANAGER _____

DATE _____

CITY OF SUNNYVALE
CITY ATTORNEY EVALUATION
Option #1

CALENDAR YEAR 2011

The following form is designed for each member of the City Council to 1) complete an evaluation of the City Attorney's performance for the past year in a number of categories and 2) develop goals and expectations for the coming year.

The form has two sections. The first addresses performance in five categories over the past year. At the end of this section is an overall rating of performance and a space for comments relating to any of the five groups of performance. The second section contains space for development of the goals and objectives for the coming year.

1. Rating of Past Performance

The performance of the City Attorney is to be rated by circling the appropriate number for each characteristic of performance indicated. Each characteristic has three (3) levels of evaluation available as follows:

Rating Scale
1 = Exceeds Standard
2 = Meets Standard
3 = Does Not Meet Standard

The characteristics are grouped with an overall rating for the group using the same number system provided above. At the end of the section is an overall rating for the performance of the City Attorney which is to encompass all the characteristics and groupings.

Rating Scale	Exceeds Standard	Meets Standard	Does Not Meet Standard
A. Working with the City Council	1	2	3

1. Provides the Council with accurate and timely information; provides information aiding the decision-making process; alerts the City Council of legal developments and potential legal problems.
2. Provides information equally to all members.

3. Engenders confidence of the Council for legal issues and working knowledge of the law as it applies to City issues and operations.
4. Shows loyalty and respect for Council and their opinions individually and as a group.
5. Demonstrates sound and mature judgment in recommendations and decisions.
6. Knows when to follow the lead of Council and be supportive and when to take the point on an issue.

Rating Scale	Exceeds Standard	Meets Standard	Does Not Meet Standard
B. Working with City Attorney Staff	1	2	3

1. Generates enthusiasm and confidence among the other attorneys and from support staff in a way which provides them with challenges.
2. Distributes the workload to ensure that work is completed in a timely and competent manner
3. Provides opportunities for personal growth of staff members through special training and assignments.
4. Performs periodic individual evaluations of staff as part of professional development and an overall evaluation of work being completed.

Rating Scale	Exceeds Standard	Meets Standard	Does Not Meet Standard
C. Working with Other City Staff, Commissions, and Public	1	2	3

1. Provides accurate and timely information in response to requests for assistance.
2. Plans and organizes the work of the City Attorney's Office in an effective manner to accommodate the needs of the City and its organization.
3. Provides reasoned, sound direction for implementation of City policies and programs.
4. Acts as a member of the City team in the development of policy recommendations with an approach of meeting the City Council desires.

5. Engenders a strong customer service ethic in the City Attorney's work with the City staff, commissions, and public.

Rating Scale	Exceeds Standard	Meets Standard	Does Not Meet Standard
D. Professional and Ethical Standards	1	2	3

1. Maintains highest standards of professional and ethical conduct and honesty throughout the organization.
2. Deals with ethical problems in a forthright manner.
3. Respects confidence.
4. Assures the legal aspects of City Council policy are implemented and applied in a fair and even-handed manner.
5. Strives to enhance legal knowledge and skills, keeping aware of current developments, writings and research in the legal field and related areas.

Rating Scale	Exceeds Standard	Meets Standard	Does Not Meet Standard
E. Quality of Work	1	2	3

1. Provides professional staff recommendations with appropriate summaries of materials; provides well prepared, effective legal presentations.
2. In presenting the City Council and City Manager with legal advice, identifies policy options and alternatives.
3. Achieves the goals and expectations of the Council.
4. Anticipates future legal needs of the City and develops plans to meet them.
5. Makes good use of outside counsel in completing the City's business.

Rating Scale	Exceeds Standard	Meets Standard	Does Not Meet Standard
F. OVERALL RATING FOR ALL GROUPS	1	2	3

Comments (*can relate to any of the groups or characteristics*)

2. Goals for the Coming Year

(List the goals you would like the City Attorney to achieve in the coming year.)

CITY OF SUNNYVALE
CITY ATTORNEY EVALUATION
Option #2

CALENDAR YEAR 2011

The following form is designed for each member of the City Council to 1) complete an evaluation of the City Attorney's performance for the past year in a number of categories and 2) develop goals and expectations for the coming year.

The form has two sections. The first addresses performance in five categories over the past year. At the end of this section is an overall rating of performance and a space for comments relating to any of the five groups of performance. The second section contains space for development of the goals and objectives for the coming year.

1. Rating of Past Performance

The performance of the City Attorney is to be rated by circling the appropriate number for each characteristic of performance indicated. Each characteristic has three (3) levels of evaluation available as follows:

Rating Scale
1 = Exceeds Standard
2 = Meets Standard
3 = Does Not Meet Standard

The characteristics are grouped with an overall rating for the group using the same number system provided above. At the end of the section is an overall rating for the performance of the City Attorney which is to encompass all the characteristics and groupings.

Rating Scale	Exceeds Standard	Meets Standard	Does Not Meet Standard
A. Major Legal Services	1	2	3

(Attorney, advocate and litigator functions - litigation, special projects and specific major ongoing responsibilities relative to City Council)

1. Is the legal advice provided by the City Attorney to Council objective/unbiased, professional, and adequate for your use in formulating and implementing legislative policies and projects?

2. Does the City Attorney initiate legal actions, as appropriate, and provide legal defense, as needed?
3. Does the City Attorney represent the City's interests in litigation, administrative hearings, negotiations and similar proceedings in accordance with your direction? How effective is the City Attorney in these activities given the strengths and weaknesses of the City's position in each situation?
4. How effective is the City Attorney at implementing Council's decision and enforcing City ordinances and codes in a cost-effective manner and in accordance with the City's primary objective of achieving voluntary compliance? Is compliance effectively attained?
5. Are the City Attorney's legal services provided in a timely fashion to permit City Council and staff to meet established deadlines?

Rating Scale	Exceeds Standard	Meets Standard	Does Not Meet Standard
B. Routine Internal Activities (<i>Lawyer, counselor functions</i>)	1	2	3

1. How effectively does City Attorney provide legal analysis which facilitates legally sound policy/program implementation?
2. Does the City Attorney effectively evaluate results of action from a legal perspective?
3. Is the legal advice provided by the City Attorney competent and presented in a constructive, results-oriented and usable manner?
4. Do the legal documents prepared (ordinances, resolutions, contracts, etc.) clearly reflect and implement the purposes for which they are prepared?
5. How effective is the City Attorney at keeping City Council and staff apprised of court rulings and administrative decisions affecting the legal interests of the City?
6. How effectively does the City Attorney coordinate work with staff from other departments in order to accomplish goals? Is inter-departmental work performed in a collaborative manner?

Rating Scale	Exceeds Standard	Meets Standard	Does Not Meet Standard
C. Management (<i>Leadership and Communication</i>)	1	2	3

1. How effective has the City Attorney been in communicating organizational values, philosophy and vision so that employees throughout the department are energized and motivated and able to focus their efforts to maximize department-wide synergy?
2. How effectively does the City Attorney communicate Council policy to various constituencies, i.e., the media, the public, City Council, the City Manager, employees and employee representatives?
3. Are verbal communications open, responsive, courteous, yet protective of the City's legal position?
4. Are written communications understandable, succinct and appropriate for the audience and purpose intended?
5. Does the City Attorney's communication inform and educate citizens and constituencies affected by issues being addressed by the Council, consistent with the need to avoid jeopardizing the City's legal position?

Rating Scale	Exceeds Standard	Meets Standard	Does Not Meet Standard
D. Staff Development	1	2	3

1. How effective is the City Attorney at selecting, leading, and developing the professional and clerical staff within the Office of the City Attorney?
2. Is the City Attorney effective and appropriate in delegating authority and responsibility to subordinates?
3. Has the City Attorney taken effective actions to assure a highly motivated, quality professional and clerical team capable of providing excellent customer and client services? Consider those actions that have been effective in this regard.

Rating Scale	Exceeds Standard	Meets Standard	Does Not Meet Standard
E. Organizational/Managerial Effectiveness	1	2	3

1. How effectively does the City Attorney foster cooperation and coordination within the Office of the City Attorney and between this department and other City departments?
2. Has the City Attorney created an effective organizational structure and environment which maximizes the effective provision of legal services?
3. Does the City Attorney anticipate future departmental needs and City wide legal needs and position the department so that it is ready to meet those needs?
4. How effectively does the City Attorney visualize implications of various approaches in solving problems and seeing opportunities?
5. Is the City Attorney willing to take initiative and do what's necessary to get the job done?
6. Is the City Attorney decisive in reaching timely decisions and initiating action?
7. Is the City Attorney flexible, enthusiastic, and cooperative in approaching issues and individuals within and outside of the organization?
8. Does the City Attorney demonstrate openness to alternative approaches and generate enthusiasm for attaining challenges/goals through cooperation?
9. Is the City Attorney able and willing to work cooperatively with Council, City Manager, and staff to achieve results in the best interest of the City?
10. Is the City Attorney honest, sincere, and upright in his/her professional interactions with others?
11. Does the City Attorney display the courage of his/her conviction in a constructive manner?

Rating Scale	Exceeds Standard	Meets Standard	Does Not Meet Standard
F. Budget	1	2	3

1. Where services provided consistent with the outcomes specified in the budget?
2. Were expenditures within budgetary constraints?
3. Were savings attempted without service reductions?
4. Was the budget performance monitored and was corrective action taken as necessary?
5. Were service delivery methods evaluated and improved, as appropriate?
6. Did the City Attorney alert Council to changes needed in the departmental budget due to unpredictable occurrences?

Rating Scale	Exceeds Standard	Meets Standard	Does Not Meet Standard
G. Professional and Career Development	1	2	3

1. Has the City Attorney attained the personal targets and/or Council defined targets for professional and career development that link to areas for growth identified in the current performance plan?
2. Have the training, formal education and/or professional activities planned been accomplished?

Comments

(can relate to any of the groups or characteristics)

Goals for the Coming Year

(List the goals you would like the City Attorney to achieve in the coming year.)

CITY OF SUNNYVALE
CITY MANAGER EVALUATION
Option #1

CALENDAR YEAR 2011

The following form is designed for each member of the City Council to 1) complete an evaluation of the City Manager's performance for the past year in a number of categories and 2) develop goals and expectations for the coming year.

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1. Rating of Past Performance

The performance of the City Manager is to be rated by circling the appropriate number for each characteristic of performance indicated. Each characteristic has three (3) levels of evaluation available as follows:

Rating Scale
1 = Exceeds Standard
2 = Meets Standard
3 = Does Not Meet Standard

The characteristics are grouped with an overall rating for the group using the same number system provided above. At the end of the section is an overall rating for the performance of the City Manager which is to encompass all the characteristics and groupings.

Section I: ASSISTING COUNCIL WITH ITS POLICY-MAKING ROLE

Rating Scale	Exceeds Standard	Meets Standard	Does Not Meet Standard
A. Providing Information	1	2	3

The City Manager provides information which is:

1. Detailed and reliable.

2. Explained in a thorough manner and includes alternatives or recommendations.
3. Timely.
4. Helpful in preventing trivial administrative matters from being reviewed by the Council.
5. Helpful and adequate to assist City Council in making sound decisions.

The City Manager:

1. Provides members of City Council with the opportunity to set long-term organizational goals and to establish the future direction of City policy.
2. Keeps City Council informed, in a timely manner, of the things Council wants to know.
3. Keeps City Council well informed with concise written and oral communications.
4. Provides City Council members with information on an equal basis.
5. Informs the City Council of administrative developments.
6. Follows up in a timely manner on City Council requests for information or action.

Rating Scale	Exceeds Standard	Meets Standard	Does Not Meet Standard
B. Providing Advice	1	2	3

The City Manager:

1. Has adequate knowledge of municipal affairs including the City's laws and ordinances.
2. Considers alternatives before making recommendations.
3. Plans ahead, anticipates needs and recognizes potential problems.
4. Has a good sense of timing in bringing issues to the Council for action.

SECTION II: INTERNAL ADMINISTRATION

Rating Scale	Exceeds Standard	Meets Standard	Does Not Meet Standard
A. Implementation of Council Policies	1	2	3

The City Manager is effective in the following areas:

1. Carrying out Council directives.
2. Assigning work so that it is performed efficiently and effectively.
3. Paying sufficient attention to detail to avoid error or things “slipping through the cracks.”
4. Analyzing problems or issues and identify causes, reason, and implications.
5. Accurately interpreting the direction given by Council.
6. Carrying out the directives of Council as a whole rather than those of any one Council member, but recognizes the concerns of the minority.
7. Supporting the actions of the City Council after a decision is made.
8. Assuming responsibility for staff performance.
9. Providing members of City Council with periodic status reports on projects or tasks which may overlap months or years in implementation.
10. Insuring that the management staff maintains normal service delivery operations as well as the flexibility to manage emergency situations.

Rating Scale	Exceeds Standard	Meets Standard	Does Not Meet Standard
B. Financial Management	1	2	3

Are you satisfied with the City Manager's:

1. Approach to budget preparation and review?
2. Use of standard financial management procedures to meet Council's policy guidelines?

3. Implementation of Council's policy regarding the expenditure of budgeted funds?
4. Cost control through economical use of labor, materials, and equipment?
5. Information on the financial status of City government?
6. Use of available funds and his ability to operate the City efficiently and effectively?
7. Knowledge of financial matters?
8. Information pertaining to long or short-term financing for capital projects or equipment purchases?
9. Information on opportunities for federal and state grant funding?

Rating Scale	Exceeds Standard	Meets Standard	Does Not Meet Standard
C. Personnel Management	1	2	3

The City Manager is:

1. Successful in guiding people as a team toward common objectives.
2. Effective in selecting qualified and highly competent staff members.
3. Effective in maintaining professional relationships with Department Directors.
4. Effective in assuring that staff members make a positive impression on citizens.

The City Manager:

1. Insures that the City's personnel policies and practices are administered by City Department Directors and management staff in an equitable manner.
2. Develops and motivates employees so that they are increasingly effective.
3. Addresses disciplinary problems and takes action when warranted.
4. Monitors performance of employees and initiates corrective action as needed.

SECTION III: EXTERNAL RELATIONS

Rating Scale	Exceeds Standard	Meets Standard	Does Not Meet Standard
A. Citizen Relations	1	2	3

The City Manager:

1. Makes a positive impression on citizens and is respected in the City of Sunnyvale.
2. Has appropriate visibility or identity in the community.
3. Assists the Council in resolving problems at the administrative level to avoid unnecessary Council action.
4. Willing to meet with members of the community and discuss issues of concern.
5. Skillful with the news media, avoiding political positions and partisanship.
6. Provides information to the public in a timely fashion on matters which will cause public reaction.
7. Represents Council positions and policies accurately and effectively.
8. Thinks and acts in a manner reflecting an attitude that client (Council, staff or citizens) perceptions and satisfactions are important.
9. Responds completely and in a timely manner to citizen complaints.

Rating Scale	Exceeds Standard	Meets Standard	Does Not Meet Standard
B. Intergovernmental Relations	1	2	3

The City Manager is:

1. Effective representing the City's interests in dealing with other agencies.
2. Participative in enough intergovernmental activity to have an impact on behalf of the City.
3. Cooperative with the county, state, and federal governments.

SECTION IV: PERSONAL ACCOMPLISHMENTS

Rating Scale	Exceeds Standard	Meets Standard	Does Not Meet Standard
A. Communications	1	2	3

With regard to communications, the City Manager is:

1. Easy to talk to and a good listener.
2. Thoughtful, clear and to the point.
3. Sensitive to the concerns of others.
4. Candid and forthright in discussing City business matters with members of City Council.

++-*

Rating Scale	Exceeds Standard	Meets Standard	Does Not Meet Standard
B. Management Style	1	2	3

The City Manager:

1. Demonstrates interest and enthusiasm in performing his duties.
2. Commands respect and good performance from staff.
3. Shows initiative and creativity in dealing with issues, problems and unusual situations.
4. Is open to new ideas and suggestions for change.
5. Works well under pressure.
6. Consistently puts aside personal views and implements Council policy and direction.
7. Displays the ability to resolve the numerous conflicts inherent in municipal government.
8. Responds well to a changing world and local conditions; is adaptive.
9. Is accessible to City Council members.

10. Conforms to the high standards of the profession; follows the “ICMA Code of Ethics.”
11. Exhibits a commitment to continuing education in order to encourage his professional development.
12. Is receptive to constructive criticism and advice.

Rating Scale	Exceeds Standard	Meets Standard	Does Not Meet Standard
C. Job Effectiveness	1	2	3

The City Manager:

1. Demonstrates interest and enthusiasm about the Council’s Vision for the City.
2. Gives his staff the tools necessary to provide efficient, responsive City services.
3. Coordinates the implementation of City goals and objectives.
4. Supports policies that will promote annexation and growth in the City of Sunnyvale.
5. Creates a positive atmosphere for successful economic development in the City.
6. Supports responsible infrastructure expansion and maintenance.
7. Emphasizes the need for employee training and technological improvements.

SECTION V: NARRATIVE RESPONSES

What were the City Manager’s most notable accomplishments during the past year?

Which of the City Manager's qualities were most instrumental in fulfilling the role of City Manager this past year?

PERFORMANCE OBJECTIVES FOR COMING YEAR:

What does the City Manager do that you would like him to continue?

Is there anything that the City Manager does that you would like him to do differently?

In what areas should the City Manager focus his attention in the coming year?

Do you have any other general comments to share with the City Manager?

CITY OF SUNNYVALE
CITY MANAGER EVALUATION
Option #2

CALENDAR YEAR 2011

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3 = Does Not Meet Standard

The characteristics are grouped with an overall rating for the group using the same number system provided above. At the end of the section is an overall rating for the performance of the City Manager which is to encompass all the characteristics and groupings.

Rating Scale	Exceeds Standard	Meets Standard	Does Not Meet Standard
A. Performance Goals	1	2	3

1. Planning and organization.
2. Proactive in recommending and carrying out Council Policies (Initiative).
3. Council priorities list (results/accomplishments).

Rating Scale	Exceeds Standard	Meets Standard	Does Not Meet Standard
B. Leadership	1	2	3

1. Provides direction or flexibility appropriately, depending upon circumstances.
2. Is a positive role model for City staff.
3. Maintains good staff relations.
4. Avoids conflicts of interest - trustworthy.

Rating Scale	Exceeds Standard	Meets Standard	Does Not Meet Standard
C. Communications	1	2	3

1. Written
 - a. Provides appropriate information in a timely manner sufficient to keep Council informed.
 - b. Follows through with commitments.
2. Verbal
 - a. Provides appropriate information in a timely manner sufficient to keep Council informed.
 - b. Follows through with commitments.

Rating Scale	Exceeds Standard	Meets Standard	Does Not Meet Standard
D. Customer Service	1	2	3

1. Promotes an organizational culture of responsiveness and customer satisfaction.
2. Personally responsive to citizen complaints.
3. Deals diplomatically with angry or dissatisfied citizens.

Rating Scale	Exceeds Standard	Meets Standard	Does Not Meet Standard
E. Council Relations	1	2	3

1. No surprises. Informs Council Members of important events in the community prior to information becoming public knowledge
2. Balances information and attention among all Council Members equally.
3. Training of new Council Members. Assists new Council Members.

Rating Scale	Exceeds Standard	Meets Standard	Does Not Meet Standard
F. Intergovernmental Relations	1	2	3

1. Participates in meetings of the Santa Clara County City Manager's Association.
2. Meets with CEO's of organizations in the community on a regular basis.
3. Maintains regular contact with the Elected County and State officials and staff to represent the City's interests.
4. League of Cities and West Valley Mayors and Managers.

Rating Scale	Exceeds Standard	Meets Standard	Does Not Meet Standard
G. Management	1	2	3

1. Technical competency.
2. Delegation.
3. Accountability-Management team and myself.
4. Promotes teamwork among staff.
5. Supports and promotes best practices.
6. Succession planning.

Rating Scale	Exceeds Standard	Meets Standard	Does Not Meet Standard
H. Financial	1	2	3

1. Presents balanced budget.
2. Meets budget targets.

Comments *(can relate to any of the groups or characteristics)*

Goals for the Coming Year

List the goals you would like the City Manager to achieve in the coming year

City Manager Evaluation

Performance Review Prepared By: _____

Date of Review: _____

1 UNSATISFACTORY
Performance does not meet job requirements.

2 IMPROVEMENT NEEDED
Performance partially meets requirements of job.

3 SATISFACTORY
Performance adequately meets job requirements.

4 EXCEPTIONAL
Performance is excellent. Exceeding job requirements.

APPLICATION OF MANAGEMENT SKILLS**1. PERSONNEL DEVELOPEMENT**

Appoints and trains effective department managers.
Retains excellent staff.

Ratings: 1 = UNSATISFACTORY 3 = SATISFACTORY
 2 = IMPROVEMENT NEEDED 4 = EXCEPTIONAL

Rating: _____

COMMENTS _____

_____**2. SUPERVISION**

Directs staff and controls their efforts.
Encourages initiative.
Is available to employees for guidance.
Evaluates personnel and suggests ways for them to improve.

Rating: _____

COMMENTS _____

_____**3. EXECUTION OF POLICY**

Understands and complies with the overall policy and
philosophy of the organization and the City Council.
Efforts lead to successful accomplishemnts of goals.
Measures results against goals and takes corrective action.

Rating: _____

COMMENTS _____

_____**4. PLANNING**

Understands the City's policies, objectives, and practices.
Translates these into specific programs.

Rating: _____

COMMENTS _____

1 UNSATISFACTORY
Performance does not meet job requirements.

2 IMPROVEMENT NEEDED
Performance partially meets requirements of job.

3 SATISFACTORY
Performance adequately meets job requirements.

4 EXCEPTIONAL
Performance is excellent. Exceeding job requirements.

5. LEADERSHIP

Motivates others to maximum performance.

Is demanding but fair.

Gets enthusiastic responses to new ideas and needed reorganizations.

Rating: ____

6. JOB ORGANIZATION

Delegates responsibility but handles City Manager responsibilities efficiently.

Uses time productively.

Programs activities in an orderly and systematic way.

Rating: ____

7. COMMUNICATION

Keeps the City Council informed.

Presents thoughts in an orderly, understandable manner.

Written correspondence is clear, concise, and accurate representation of City Council policy.

Rating: ____

EXTERNAL RELATIONSHIPS**8. COMMUNITY REPUTATION**

The general attitude of the community toward the Manager

Regarded as a person of high integrity, ability, and devotion to the City.

Rating: ____

9. PROFESSIONAL REPUTATION

Respected by others in the profession.

Deals effectively with other City Managers.

Is respected by other professional and staff representatives of adjacent cities and the County.

Rating: ____

COMMENTS**COMMENTS****COMMENTS****COMMENTS****COMMENTS**

1	UNSATISFACTORY
Performance does not meet job requirements.	

2	IMPROVEMENT NEEDED
Performance partially meets requirements of job.	

3	SATISFACTORY
Performance adequately meets job requirements.	

4	EXCEPTIONAL
Performance is excellent. Exceeding job requirements.	

10. INTERGOVERNMENTAL RELATIONS

Works closely with other Federal, State, and local government representatives.
Provides requested assistance to other adjacent cities and the County.

Rating: ____

11. COMMUNITY RELATIONS

Skilled in representing the City before the media, community, organizations, etc.
Shows an honest interest in the community.
Properly advocates for the City and its reputation.

Rating: ____

PERSONAL CHARACTERISTICS

12. IMAGINATION

Shows originality in approaching problems.
Creates effective solutions.
Is able to visualize the implications of various approaches.

Rating: ____

13. OBJECTIVITY

Is unbiased.
Takes a reasonable and rational viewpoint based on facts and qualified opinions.

Rating: ____

14. DRIVE

Is energetic, willing to spend whatever time is necessary to do a good job.
Has mental and physical stamina.

Rating: ____

COMMENTS _____

COMMENTS _____

COMMENTS _____

COMMENTS _____

COMMENTS _____

1	UNSATISFACTORY
Performance does not meet job requirements.	

2	IMPROVEMENT NEEDED
Performance partially meets requirements of job.	

3	SATISFACTORY
Performance adequately meets job requirements.	

4	EXCEPTIONAL
Performance is excellent. Exceeding job requirements.	

15. DECISIVENESS

Is able to reach timely decisions and initiate action, but not be compulsive.

Rating. ____

16. ATTITUDE

Is enthusiastic, cooperative, and adaptive.

Rating. ____

17. FIRMNESS

Has the courage of his convictions
Is firm when convinced, but not stubborn.

Rating. ____

18. EMOTIONAL STABILITY

Is steady and reliable.
Does not become rattled under pressure -- thinks clearly in pressure situations.
Controls emotions in difficult situations so that performance is not affected.

Rating. ____

19. PERSONAL APPEARANCE

Is well groomed and provides a professional and representative appearance for the City.

Rating. ____

COMMENTS _____

COMMENTS _____

COMMENTS _____

COMMENTS _____

COMMENTS _____

City Manager Evaluation
Page 5

1	UNSATISFACTORY
Performance does not meet job requirements.	

2	IMPROVEMENT NEEDED
Performance partially meets requirements of job.	

3	SATISFACTORY
Performance adequately meets job requirements.	

4	EXCEPTIONAL
Performance is excellent. Exceeding job requirements.	

20. LOYALTY

Genuine interest in work, job, and the City.
Willing to do more than is expected.
Concerned with the City's image and reputation.

Rating: ____

COMMENTS

21. **SUMMARY EVALUATION** State the City Manager's overall performance and include an assessment of accomplishments in achieving the goals and objectives established at the beginning of the review period.

22. PERFORMANCE EXPECTATIONS: State specific requirements and time frame expectations.

23. CITY MANAGER'S COMMENTS

RATER'S SIGNATURE _____

DATE _____

CITY MANAGER SIGNATURE

DATE _____

ANNUAL PERFORMANCE EVALUATION BY MAYOR AND CITY COUNCIL FOR CITY ATTORNEY

The purpose of this procedure is to ensure the orderly evaluation of the office of the City Attorney and the duties performed by that office for the City Council, City staff and residents.	Exceeds expectations (4)				
	Meets expectations (3)				
	Substantially meets expectations (2)				
	Does not meet expectations (1)				
I. PROFESSIONAL SKILLS					COMMENTS
<u>Does the City Attorney:</u> Provide competent legal advice in a useable, understandable manner?					
Prepare ordinances, resolutions, agreements, contracts and other legal documents in a competent manner?					
Represent the City's interests in litigation, administrative hearings, and other similar proceedings?					
Participate in all City Council meetings and provide appropriate legal advice?					
Retain the Mayor's, Council's, and staff's confidence and respect while informing them of the legal risks and consequences that proposed actions might generate?					

II. PLANNING					COMMENTS
<u>Does the City Attorney:</u> Anticipate needs and recognize potential legal problems?					
Respond to requests and complete these requests in a timely manner?					
Organize the Department's resources for maximum efficiency and effectiveness?					
Maintain cooperative working relationships with other City departments, County, State and Federal officials and agencies?					

CITY ATTORNEY EVALUATION Page 2						Exceeds expectations (4)				
						Meets expectations (3)				
						Substantially meets expectations (2)				
						Does not meet expectations (1)				
III. RELATIONSHIPS WITH MAYOR AND COUNCIL										COMMENTS
<u>Does the City Attorney:</u> Work with Mayor and Council to assist in accomplishing their goals in a way that protects the City from liability and does not merely say what cannot be done, but also describes legal alternatives?										
Provide proper legal advice to ensure legality of Mayor's and Council's actions?										
Make herself available to answer questions, hear concerns and receive feedback?										
Inform Mayor and Council of relevant legal trends, precedents and opportunities occurring in the state or other municipalities that have important ramifications for the City?										
Properly defend the City in litigation?										
Make herself familiar with pertinent facts about Mayor and each Council member so he can and does protect each of them from violating legal (including Brown Act), controversial, and ethical issues?										

CITY ATTORNEY EVALUATION Page 3	Exceeds expectations (4)				
	Meets expectations (3)				
	Substantially meets expectations (2)				
	Does not meet expectations (1)				
IV. INTERPERSONAL RELATIONSHIPS					COMMENTS
Is the City Attorney energetic, enthusiastic and cooperative regarding actions before the City?					
Is there a sense of loyalty and dedication apparent in the City Attorney's actions on behalf of the City?					
Does the City Attorney exercise good judgment in arriving at decisions?					
Does the City Attorney work well with individuals and groups?					
Does the City Attorney enjoy the respect of members of the legal community as well as other members of the municipal law profession?					

V. GENERAL OBSERVATIONS					COMMENTS
Traits, actions and characteristics the Council would most like to see continued:					

Observed actions or traits the Council would most like to see enhanced:

CITY ATTORNEY EVALUATION Page 4

OVERALL RATING	
Exceeds Expectations (4)	
Meets Expectations (3)	
Substantially Meets Expectations (2)	
Does Not Meet Expectations (1)	

Dated: _____

Mayor (Name)

Dated: _____

Vice-Mayor (Name)

Dated: _____

Councilmember (Name)

Dated: _____

Councilmember (Name)

Dated: _____

Councilmember (Name)

Dated: _____

Councilmember (Name)

Dated: _____

Councilmember (Name)

Received and reviewed with the City Council:

City Attorney (Name)

Date

Effective Team Assessment

(from 25 Activities for Teams by Fran Rees)

Instructions: Rate your team on each of the following nine dimensions, using a scale of one to seven, to indicate your Assessment of your team and the way it functions. Circle the number on each scale that you feel is most descriptive of your team.

1. Goals and Objectives

1 2 3 4 5 6 7

There is a lack of commonly understood goals and objectives.

The team members understand and agree on goals and objectives.

2. Utilization of Resources

1 2 3 4 5 6 7

All resources of team members are not fully recognized or utilized.

The resources of all team members are fully recognized and utilized.

3. Trust and Conflict Resolution

1 2 3 4 5 6 7

There is little trust among team members, and conflict is evident.

There is high trust among team members and conflict is dealt with openly and worked through.

4. Leadership

1 2 3 4 5 6 7

One person dominates, and team-leadership roles are not carried out or shared.

There is full participation in leadership: Leadership roles are shared with team.

5. Control and Procedures

1 2 3 4 5 6 7

There is little control, and there is a lack of procedures to guide team functioning.

There are effective procedures to guide team functioning; team members support these procedures and regulate themselves

Effective Team Assessment

6. Interpersonal Communications

1	2	3	4	5	6	7
Communications between team members are closed and guarded.				Communications between team members are open and participative.		

7. Problem Solving and Decision Making

1	2	3	4	5	6	7
The team has no agreed upon approaches to problem solving and decision making.				The team has well-established and agreed upon approaches to problem solving and decision making.		

8. Experimentation and Creativity

1	2	3	4	5	6	7
The team is rigid and does not experiment with how things are done.				The team experiments with different ways of doing things and is creative in its approach.		

9. Evaluation

1	2	3	4	5	6	7
The team never evaluates its functioning process.				The team often evaluates its functioning and process.		



City of Sunnyvale

Agenda Item

14-0706

Agenda Date: 9/30/2014

City's Criteria and Standards for Accepting Park Land Dedications



Park-land Dedication Standards

The following outlines the City's requirements for park-land dedication sites, if required as part of any land development project.

To maintain the health, welfare and safety of the general public, City would not accept the park-land until the following conditions are met:

1. The site shall be clean and clear of encumbrances. That is, the developer shall provide the City a written document certifying the park-land is clean and clear of encumbrances based upon the following criteria.
 - a. Property must be "Clean"
 - Both Phases I and II environmental reports would need to show that there are no hazardous material or constituents of concern on the property (qualitative).
 - As an alternative to the bullet item above, any hazardous materials or constituents of concern on the property are below current Environmental Screening Limits (ESL), or below Community Health Levels of Concern (quantitative).
 - "On-site Encapsulation" as a remedy is not acceptable by the City.
 - Averaging or blending samples is also not acceptable if there are "hot spots" above the ESLs or other standards.
 - Any open file case with any regulatory agency must be closed with "no restriction" on the site. Closure with covenants, or need for ongoing monitoring, or with any indication of hazardous materials or constituents of concern above ESL's is not acceptable.
 - b. Property must be "Clear"
 - Property should be free and clear of encumbrances of all kinds, including both physical and fiscal. Physically the land should have no buildings, structure, or utilities, above, at, or below ground. The exception would be well-documented utilities in appropriate easements, or other utilities or structures that meet the City's goals. In this case those physical encumbrances must also be clear of hazardous materials or constituents of concern, including the bedding and backfill material.

2. To satisfy item 1.a., the developer is responsible for the following items:

- a. Submit Phases I and II environmental reports showing that there are no hazardous material or constituents of concern on the property. As an alternative, prepare and pay for a specific environmental testing analysis (the "Analysis"). The minimum requirements of the Analysis shall include, but not necessarily limited to the following items:
 - The Analysis must be for the park-land dedication site as a separate parcel, not part of a larger development. Testing should be done on an established grid system with statistically appropriate grid sizes for the proposed park site area.
 - Identification of any types of contaminants and constituents of concern within the proposed park site, including qualitative and quantitative measurements. Discrete samples must be used. Blending or averaging is not acceptable. Hot spots (above ESLs) must be removed.
 - Proposal of remediation and/or clean-up measures so that all contaminants or constituents of concern can be demonstrated to be below any applicable federal and state regulatory agency's respective Environmental Screening Limits (ESL) for non-restricted residential use. Those regulatory agencies may include and are not limited to: (the Regional Water Quality Control Board, the Bay Area Air Quality District, the State Department of Toxic Substance Control and the San Francisco Bay Refuge, etc.
 - Estimated costs for those remediation and/or clean-ups measures identified in bullet item above.
- b. Submit the Analysis to the City for City's (or a third party selected by the City) peer review, paid for by developer.
- c. Take and pay for all necessary removal/remedial actions as recommended by the Analysis and to the City's satisfaction.
- d. Test the site, by the developer's environmental consultant, to confirm that the removal or remedial work actually resulted in the area having no contaminants above the ESLs, after any removal or remedial actions.
- e. Provide a report, prepared by the developer's environmental consultant, stating that the site has been tested in a standard and relevant manner and that it is now suitable for unrestricted residential use (the "Report").

3. To satisfy item 1.b., the developer is responsible for the following items:

- a. Remove all existing buildings, structure, or utilities, above, at, or below ground prior to the date of investigation in the Report.
- b. Prepare and record a grant deed (or other instrument) with notarization for transferring the property to the City. The instrument should clearly state how the City is acquiring interest either as a fee, right-of-way or parkland dedication. The instrument should also specify the due diligence that the City relied upon in accepting the property as clean and clear.
- c. Pay for all outstanding taxes and clear all outstanding liens as documented in the title report.
- d. Coordinate and pay for the title insurance and escrow fees.

4. Other conditions as listed below:

- a. There has been no activity on site since the time of the investigation in the Report that says that it is clean.
- b. Any changes to property, use of the property, storage of material or equipment on the property or other activities that could impact the property, occurring after the date of investigation in the Report, are grounds to require additional investigation.
- c. The site should be fenced to prevent access or illegal dumping commencing from the date of the Analysis, to the extent possible.
- d. The site should have signs prohibiting dumping or trespassing with a phone number for information that goes to the City commencing from the date of the Analysis.
- e. The developer is precluded from the determination of when and how the land will be developed as a park.
- f. Where the developer is required to or agrees to improve the park land, all park land work must be done to City standards, subject to City inspection, and must be maintained by and at the cost to the developer for six months following initial acceptance by the City.

Parkland Dedication Standards



***Council Study Session
September 30, 2014***

Background

- ***Parkland Dedication Standards established early 2012***
- ***Developed after the dedication and improvement of Swegles Park***
- ***Have clear direction and requirements***
- ***Some jurisdictions take dedication on a project by project basis***
 - ***San Jose, Santa Clara, Cupertino***

Purpose

- *To accept parkland as part of Development*
- *To maintain the health, welfare, and safety of the general public*
- *Manage risk*
- *Provide future flexibility*
- *Process – developer pays for all reports and testing*

Requirements

- *Environmental Phase I and II reports show that there are no materials of concern on the site*
- *Any materials of concerns are below current Environmental Screening Limits (ESL) or below Community Health Levels of Concern*
 - *ESLs provide screening levels for chemicals commonly found at sites with contaminated soil and groundwater.*
 - *ESL's are used for identification and evaluation of potential environmental concerns*
- *Property must be “Clean and Clear”*

Clean Requirements

- ***Identify all chemicals or materials of concern***
 - *Pesticides*
 - *Arsenic*
 - *Lead*
 - *Volatile Organic Compounds (VOC) in Soil*
 - *Soil vapor contamination*
- ***No blending or averaging - any “Hot Spots” must be removed***
- ***Site must be below ESL limits for non-restricted residential use***
- ***Complete any required mitigation and post testing***



Clear Requirements

- *Free of any physical encumbrances*
- *Remove all buildings, structures, or utilities above at or below ground*
- *Pay all taxes and clear all liens*
- *Prepare and record a grant deed*
- *Pay title insurance and escrow fees*

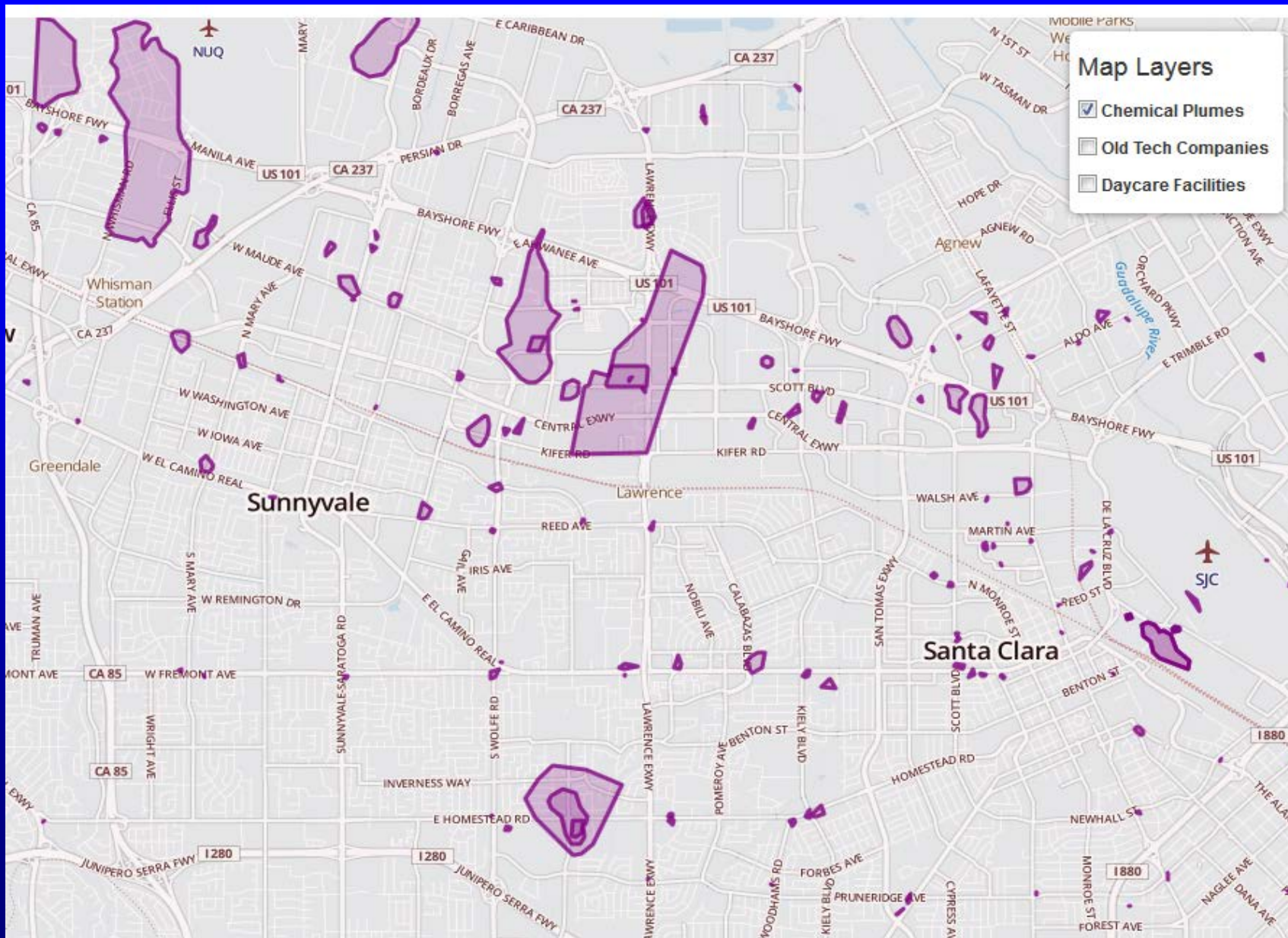


Key Items

- **MOST** soil contamination can be mitigated by removing and replacing
- **MOST** soil vapor contamination is caused by groundwater contamination
- Soil vapor mitigation is expensive and long-term
- Limited areas in Sunnyvale are of significant concern



Plumes



Current Parks

■ Seven Seas

- *Arsenic identified*
- *Remove and replaced soil between .5-2.5 feet*

■ Orchard Gardens Park Expansion

- *Below ESL levels*



Possible Next Steps/Options

- ***Science and analysis changes***
- ***Maintain current standard***
- ***Possible modifications***
 - ***Modify the residential ESL thresholds***
 - ***Differentiate between Soil and Soil Vapor***
 - ***Project by project basis***
- ***Modify from standards to guidelines***
- ***Staff to review alternatives – come back to Council***
- ***Any proposed modifications would still meet the Purpose***

Purpose

- *To accept parkland as part of Development*
- *To maintain the health, welfare, and safety of the general public*
- *Manage risk*
- *Provide future flexibility*
- *Process – developer pays for all reports and testing*

Parkland Dedication Standards



***Council Study Session
September 30, 2014***



City of Sunnyvale

Agenda Item

14-0401

Agenda Date: 9/30/2014

SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and Commission Members



City of Sunnyvale

Agenda Item

14-0826

Agenda Date: 9/30/2014

SPECIAL ORDER OF THE DAY - Recognition of National Arts and Humanities Month



City of Sunnyvale

Agenda Item

14-0929

Agenda Date: 9/30/2014

SPECIAL ORDER OF THE DAY - National Breast Cancer Awareness Month



City of Sunnyvale

Agenda Item

14-0869

Agenda Date: 9/30/2014

SUBJECT

Approve City Council Meeting Minutes of September 16, 2014

RECOMMENDATION

Approve the City Council Meeting Minutes of September 16, 2014 as submitted.



City of Sunnyvale

Meeting Minutes - Draft City Council

Tuesday, September 16, 2014

5:45 PM

Council Chambers and West Conference
Room, City Hall, 456 W. Olive Ave.,
Sunnyvale, CA 94086

Special Meeting-Board and Commission Interviews-5:45 PM | Regular Meeting-7 PM

7 P.M. COUNCIL MEETING

CALL TO ORDER

Mayor Griffith called the meeting to order in Council Chambers.

SALUTE TO THE FLAG

Mayor Griffith led the salute to the flag.

ROLL CALL

Present: 7 - Mayor Jim Griffith
Vice Mayor Jim Davis
Councilmember David Whittum
Councilmember Pat Meyering
Councilmember Tara Martin-Milius
Councilmember Glenn Hendricks
Councilmember Gustav Larsson

SPECIAL ORDER OF THE DAY

[14-0766](#) SPECIAL ORDER OF THE DAY - National Falls Prevention
Awareness Day

Mayor Griffith presented a proclamation to Silicon Valley Healthy Aging Partnership and the Department of Library and Community Services declaring September 23, 2014 as "Falls Prevention Awareness Day" in the City of Sunnyvale.

PUBLIC ANNOUNCEMENTS

Kevin Jackson, Bicycle and Pedestrian Advisory Commission member speaking for himself, announced a new law, California Vehicle Code Section 21760, also known as the "Three Feet for Safety Act," which requires motorists to give at least three feet of clearance when passing cyclists.

CONSENT CALENDAR

Councilmember Meyering requested to pull Items 1.A and 1.B and from the Consent Calendar.

Councilmember Whittum requested to pull Items 1.E and 1.H.

Councilmember Martin-Milius requested to pull Item 1.G.

MOTION: Vice Mayor Davis moved and Councilmember Larsson seconded the motion to approve the Consent Calendar, with the exception of Item 1.A, 1.B, 1.E, 1.G and 1.H. The motion carried by the following vote:

Yes: 7 - Mayor Griffith
Vice Mayor Davis
Councilmember Whittum
Councilmember Meyering
Councilmember Martin-Milius
Councilmember Hendricks
Councilmember Larsson

No: 0

1.A [14-0783](#) Approve City Council Meeting Minutes of August 26, 2014

Public hearing opened at 8:18 p.m.

No speakers.

Public hearing closed at 8:18 p.m.

MOTION: Vice Mayor Davis moved and Councilmember Hendricks seconded the motion to approve the City Council Meeting Minutes of August 26, 2014 as submitted. The motion carried by the following vote:

Yes: 6 - Mayor Griffith
Vice Mayor Davis
Councilmember Whittum
Councilmember Martin-Milius
Councilmember Hendricks
Councilmember Larsson

No: 1 - Councilmember Meyering

1.B [14-0857](#) Approve the List(s) of Claims and Bills Approved for Payment

by the City Manager

Public hearing opened at 8:19 p.m.

No speakers.

Public hearing closed at 8:19 p.m.

MOTION: Vice Mayor Davis moved and Councilmember Hendricks seconded the motion to approve the list(s) of claims and bills. The motion carried by the following vote:

Yes: 6 - Mayor Griffith
Vice Mayor Davis
Councilmember Whittum
Councilmember Martin-Milius
Councilmember Hendricks
Councilmember Larsson

No: 1 - Councilmember Meyering

1.C [14-0748](#) Renewal of Contract with Bill Wilson Center to Provide Youth Workforce Development Services

Approve the renewal of the contract with Bill Wilson Center in an amount not to exceed \$500,000 to provide youth workforce development services from October 1, 2014 through September 30, 2015.

1.D [14-0750](#) Approve Budget Modification No. 11 to Appropriate \$32,250 for the Schools Goin' Green Project which is receiving Santa Clara Valley Water District 2014 Safe, Clean Water Priority B Grant Funds.

Approve Budget Modification No. 11 to appropriate a total of \$32,250 for staffing resources, supplies, and equipment to a new project, Schools Goin' Green Project, which will be receiving 2014 Safe Clean Water Priority B Grant funds.

1.E [14-0803](#) Award a Contract to Prepare a Two-Phase Feasibility Study of Structural Stormwater Best Management Practices for the SMaRT Station® and the Concrete Recycling Facility (F14-103) and Approval of Budget Modification No. 14

Public hearing opened at 8:21 p.m.

No speakers.

Public hearing closed at 8:21 p.m.

MOTION: Councilmember Whittum moved and Vice Mayor Davis seconded the motion to 1) Award a contract, in substantially the same form as the attached draft and in an amount not to exceed \$166,887 to Geosyntec Consultants for the subject project and authorize the City Manager to execute the contract when all the necessary conditions are met; 2) Approve a 10% contract contingency in the amount of \$16,689; and 3) Approve Budget Modification No. 14. The motion carried by the following vote:

Yes: 7 - Mayor Griffith
Vice Mayor Davis
Councilmember Whittum
Councilmember Meyering
Councilmember Martin-Milius
Councilmember Hendricks
Councilmember Larsson

No: 0

- 1.F** [14-0825](#) Approve Budget Modification No. 13 to Appropriate \$99,816 of Department of Homeland Security Grant Funds for Participation in 2014 Urban Shield and California Emergency Managers Association Training Conference

Approve Budget Modification No. 13 to appropriate Department of Homeland Security Grant Funds for Participation in 2014 Urban Shield and California Emergency Managers Association Training Conference to two new projects: New Project #1 - 2014 Urban Shield and New Project #2 - 2014 CESA Training Conference.

- 1.G** [14-0810](#) Adopt the Revised Council Policy 1.1.9 Sustainable Development and Green Building

MOTION: Councilmember Martin-Milius moved and Councilmember Whittum seconded the motion to adopt the revised Council Policy 1.1.9 Sustainable Development and Green Buildings (Attachment 1) with the addition of bird-safe design guidelines.

No action was taken at this time.

Public hearing opened at 8:27 p.m.

No speakers.

Public hearing closed at 8:27 p.m.

MOTION: Councilmember Whittum moved and Councilmember Martin-Milius seconded to adopt the revised Council Policy 1.1.9 Sustainable Development and Green Buildings (Attachment 1) with the addition of the phrase "When considering the green building program, consider also bird safe design." The motion carried by the following vote:

Yes: 7 - Mayor Griffith
Vice Mayor Davis
Councilmember Whittum
Councilmember Meyering
Councilmember Martin-Milius
Councilmember Hendricks
Councilmember Larsson

No: 0

1.H [14-0848](#) Adoption of Ordinance No. 3043-14 Amending Various Sections of Sunnyvale Municipal Code Title 19 (Zoning)

Councilmember Whittum requested staff correct the policy document to reflect Council's action at the last meeting that the mailed notice should include some indication of issues that may be studied or discussed.

City Attorney Joan Borger confirmed the policy would be corrected.

Public hearing opened at 8:31 p.m.

No speakers.

Public hearing closed at 8:31 p.m.

MOTION: Councilmember Whittum moved and Councilmember Larsson seconded the motion to Adopt Ordinance No. 3043 14. The motion carried by the following vote:

Yes: 7 - Mayor Griffith
Vice Mayor Davis
Councilmember Whittum
Councilmember Meyering
Councilmember Martin-Milius
Councilmember Hendricks
Councilmember Larsson

No: 0

PUBLIC COMMENTS

Tom Dougherty spoke regarding a traffic safety problem at the mobile home park on Henderson Avenue following the removal of “no parking” signs near the exit of the park.

Holly Lofgren spoke regarding the participation of City employees and contractors at local public policy forums and suggested the opinions and positions given by the employees may not be the positions set by the City Council.

Michael Goldman spoke regarding City planning and greenhouse gases.

Peter Cirigliano spoke regarding the actions of a Councilmember.

PUBLIC HEARINGS/GENERAL BUSINESS

2 [14-0425](#) Board and Commission Appointments

Arts Commission (1 term to 6/30/2017)

Lawson, Robert

VOTE: 6 – 1 (Councilmember Meyering dissented)

Springer, Wendy

VOTE: 1 – 0 – 6 (Councilmember Meyering, Vice Mayor Davis, Mayor Griffith, Councilmembers Martin-Milius, Larsson and Hendricks abstained)

Valenzuela, Kenneth

VOTE: 1 – 0 – 6 (Councilmember Whittum, Vice Mayor Davis, Mayor Griffith, Councilmembers Martin-Milius, Larsson and Hendricks abstained)

Deputy City Clerk Lisa Natusch announced Robert Lawson was appointed to the Arts Commission to a term expiring 6/30/2017.

Bicycle and Pedestrian Advisory Commission (Category One: 1 term to 6/30/2017)

Mattis, John

VOTE: 2 – 0 – 5 (Vice Mayor Davis, Mayor Griffith and Councilmembers Martin-Milius, Larsson and Hendricks abstained)

Okuzumi, Margaret

VOTE: 4 – 0 – 3 (Councilmember Meyering, Councilmember Whittum and Vice Mayor Davis abstained)

Veitch, Tonya

VOTE: 3 – 0 – 4 (Councilmember Meyering, Mayor Griffith, Councilmembers Larsson and Hendricks abstained)

Deputy City Clerk Lisa Natusch announced Margaret Okuzumi was appointed to the Bicycle and Pedestrian Advisory Commission, Category One, to a term expiring 6/30/2017.

Heritage Preservation Commission (1 term to 6/30/2018)

Dietrich, Hannalore

VOTE: 7 – 0

Valenzuela, Kenneth

VOTE: 1 – 0 – 6 (Councilmember Whittum, Vice Mayor Davis, Mayor Griffith, Councilmembers Martin-Milius, Larsson and Hendricks abstained)

Deputy City Clerk Lisa Natusch announced Hannalore Dietrich was appointed to the Heritage Preservation Commission to a term expiring 6/30/2018.

Parks and Recreation Commission (1 term to 6/30/2018)

Kwok, Minjung

VOTE: 4 – 0 – 3 (Councilmember Meyering, Vice Mayor Davis and Mayor Griffith abstained)

Schneck, Andrea

VOTE: 5 – 0 – 2 (Councilmembers Martin-Milius and Hendricks abstained)

Springer, Wendy

VOTE: 0 – 0 – 7 (Councilmember Meyering, Councilmember Whittum, Vice Mayor Davis, Mayor Griffith, Councilmembers Martin-Milius, Larsson and Hendricks abstained)

Deputy City Clerk Lisa Natusch announced Andrea Schneck was appointed to the Parks and Recreation Commission to a term expiring 6/30/2018.

Sustainability Commission (Category Two: 1 term to 6/30/2017)

Glazebrook, Brian

VOTE: 5 – 0 – 2 (Councilmember Meyering and Vice Mayor Davis abstained)

Joesten, Stephen

VOTE: 1 – 0 – 6 (Councilmember Meyering, Vice Mayor Davis, Mayor Griffith, Councilmembers Martin-Milius, Larsson and Hendricks abstained)

Pressman, Barbara

VOTE: 3 – 0 – 4 (Mayor Griffith and Councilmembers Martin-Milius, Larsson and Hendricks abstained)

Deputy City Clerk Lisa Natusch announced Brian Glazebrook was appointed to the Sustainability Commission to a term expiring 6/30/2017.

3 [14-0396](#) Approval of the Urban Forest Management Plan

Superintendent of Parks and Golf Scott Morton presented the staff report.

Public hearing opened at 7:50 p.m.

Jeanine Stanek, on behalf of her experience with the Historical Society, provided information regarding the history of volunteers planting trees in Sunnyvale.

Public hearing closed at 7:52 p.m.

MOTION: Councilmember Whittum moved and Councilmember Larsson seconded the motion to approve Alternative 1: Approve adoption of the Urban Forest Management Plan (UFMP). The motion carried by the following vote:

Yes: 7 - Mayor Griffith
 Vice Mayor Davis
 Councilmember Whittum
 Councilmember Meyering
 Councilmember Martin-Milius
 Councilmember Hendricks
 Councilmember Larsson

No: 0

4 [14-0399](#) Approval of a Joint Field Use Agreement for Open Space at Multiple Sites within the Cupertino Union School District

Director of Public Works Kent Steffens presented the staff report and provided a revised agreement.

Public hearing opened at 8:05 p.m.

Henry Alexander III, Chair of the Parks and Recreation Commission, stated the Commission's support of the agreement.

Public hearing closed at 8:06 p.m.

MOTION: Councilmember Whittum moved and Vice Mayor Davis seconded the motion to approve Alternative 1: Approve the Joint Field Use Agreement for Open Space at Multiple Sites within the Cupertino Union School District as presented Attachment 1 with the understanding that staff will make an administrative correction to the diagrams where necessary to include the trails that the City maintains and as presented in the amended agreement provided. The motion carried by the following vote:

Yes: 7 - Mayor Griffith
Vice Mayor Davis
Councilmember Whittum
Councilmember Meyering
Councilmember Martin-Milius
Councilmember Hendricks
Councilmember Larsson

No: 0

- 5** [14-0722](#) Introduce an Ordinance Amending Chapter 16.52 (Fire Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code

Fire Marshal Lynne Kilpatrick presented the staff report.

Public hearing opened at 8:15 p.m.

No speakers.

Public hearing closed at 8:15 p.m.

MOTION: Vice Mayor Davis moved and Councilmember Hendricks seconded the motion to approve Alternative 1: Introduce the Ordinance, presented at Attachment 1, Amending Chapter 16.52 (Fire Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code.

Deputy City Clerk Lisa Natusch read the ordinance title.

The motion carried by the following vote:

Yes: 7 - Mayor Griffith
Vice Mayor Davis
Councilmember Whittum
Councilmember Meyering
Councilmember Martin-Milius
Councilmember Hendricks
Councilmember Larsson

No: 0

COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS

Vice Mayor Davis reported his attendance at the County Emergency Operations Council meeting, the League of California Cities Conference, the State of the City event and the Valley Transportation Authority Policy Advisory Committee meeting.

Councilmember Martin-Milius reported her attendance at the Environmental Quality Policy meeting and the League of California Cities conference.

Councilmember Whittum reported on the recent VTA public outreach meeting regarding improvements to North/South transit, an upcoming VTA CMP meeting, that the El Camino BRT project draft Environmental Impact Report will be coming out soon and suggested a presentation be placed on the Council agenda sometime during the DEIR comment period.

Mayor Griffith reported his attendance at the NASA Quarterly meeting.

NON-AGENDA ITEMS & COMMENTS

-Council

Vice Mayor Davis reported his attendance at the Army Reserve Strong March at Moffett Field, the Valley Transportation Authority Outreach Meeting regarding North/South bus routes, the Employee Years of Service breakfast, the Lakewood Village Neighborhood Association meeting, the Silicon Valley Leadership Group's Education Summit, a racial diversity class, the State of the City event, the Gavello Glenn Neighborhood Association Picnic, the grand opening of Smashburger, and a meeting with representatives of the Santa Clara School District Board.

Councilmember Hendricks suggested VTA explain the criteria for the decision-making process regarding BRT.

Councilmember Larsson spoke regarding the water saving items distributed by the

Environmental Services Department at the State of the City event.

Councilmember Whittum spoke regarding an interest of residents in senior-compatible or disabled-compatible play equipment and inquired as to whether the City has or intends to have this type of play equipment and what kind of increment to cost is there and whether it is CDBG eligible.

Councilmember Whittum reported a concern in the western SNAIL neighborhood regarding issues with over the air TV signal reception due to the tall building there, and requested information from staff.

Councilmember Whittum inquired as to the process going forward for Butcher's Corner, including what the site is capable of handling in terms of traffic.

Councilmember Whittum confirmed that the information posted on downtown.inSunnyvale.com will be updated.

Councilmember Meyering requested to sponsor a study issue to analyze the cost and benefits of having Sunnyvale's garbage hauler pick up already sorted recyclable items from Sunnyvale businesses.
No co-sponsor.

Councilmember Meyering suggested staff send a second letter to the California Public Utilities Commission asking for all PG&E internal emails in which there was any discussion about the condition of gas pipelines underneath Sunnyvale.

City Attorney Borger stated she will send the request.

Mayor Griffith thanked staff and his colleagues for the Strategic Planning sessions and thanked staff for the State of the City event.

-City Manager

None.

INFORMATION ONLY REPORTS/ITEMS

- | | |
|-------------------------|--|
| 14-0785 | Tentative Council Meeting Agenda Calendar |
| 14-0645 | Information/Action Items |
| 14-0780 | Update on In-Lieu Fee Option for Art in Private Development (Information Only) |

[14-0875](#) Study Session Summary of August 21, 2014 - City Council
Strategic Planning Meeting

[14-0541](#) Board/Commission Meeting Minutes

ADJOURNMENT

Mayor Griffith adjourned the meeting at 8:54 p.m.



City of Sunnyvale

Agenda Item

14-0882

Agenda Date: 9/30/2014

REPORT TO COUNCIL

SUBJECT

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

BACKGROUND

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

List No.	Date	Total Disbursements
729	09/07/14 through 09/13/14	\$2,664,147.19
730	09/14/14 through 09/20/14	\$4,184,466.55

PUBLIC CONTACT

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

RECOMMENDATION

Approve the list(s) of claims and bills.

Prepared by: Pete Gonda, Purchasing Officer
Reviewed by: Grace K. Leung, Director of Finance
Reviewed by: Robert A. Walker, Assistant City Manager
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

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

9/22/2014

City of Sunnyvale

LIST #729

Page 1

List of All Claims and Bills Approved for Payment
For Checks Dated 09/07/14 through 09/13/14
Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken	Amount Paid	Payment Total
100261204	9/10/14	AIR EXCHANGE INC	33978	Facilities Maint & Repair - Labor	262.50		0.00	262.50	\$267.94
			33978	Facilities Maint & Repair - Materials	5.44		0.00	5.44	
100261205	9/10/14	ANDREAJERIS.COM LLC	Q-1239	Graphics Services	800.00		0.00	800.00	\$800.00
100261206	9/10/14	APPLEONE EMPLOYMENT SERVICES	01-3365637	Contracts/Service Agreements	673.20		0.00	673.20	\$673.20
100261207	9/10/14	ARBORWELL	IN64764	Services Maintain Land Improv	33,623.36		0.00	33,623.36	\$33,623.36
100261208	9/10/14	AUTOSCRIBE CORP	133314	Financial Services	1,141.44		0.00	1,141.44	\$1,141.44
100261209	9/10/14	AZTEC CONSULTANTS	ANAEROBC123#08	Construction Services	294,380.75		0.00	294,380.75	\$294,380.75
100261210	9/10/14	BANK OF SACRAMENTO	SEVENSEASPK#10	Construction Project Contract Retainage	1,100.00		0.00	1,100.00	\$1,100.00
100261211	9/10/14	BILL WILSON CENTER	JUNE2014	City Rent Offset	-2,400.00		0.00	-2,400.00	\$75,261.13
			JUNE2014	Contracts/Service Agreements	37,744.66		0.00	37,744.66	
			MAY2014	City Rent Offset	-2,400.00		0.00	-2,400.00	
			MAY2014	Contracts/Service Agreements	42,316.47		0.00	42,316.47	
100261212	9/10/14	BOUND TREE MEDICAL LLC	81489190	Inventory Purchase	1,958.30		0.00	1,958.30	\$1,958.30
100261213	9/10/14	CSAC EXCESS INSURANCE AUTHORITY	AUGUST2014	Insurances - Life/AD&D Insurance	18,154.38		0.00	18,154.38	\$39,717.39
			AUGUST2014	Insurances - Long Term Disability	21,563.01		0.00	21,563.01	
100261214	9/10/14	CALTEST ANALYTICAL LABORATORY	527962	Water Lab Services	134.10		0.00	134.10	\$134.10
100261215	9/10/14	CENTURY GRAPHICS	39890	Clothing, Uniforms & Access	116.62		0.00	116.62	\$116.62
100261216	9/10/14	CHASE NORLIN	2	Contracts/Service Agreements	11,625.00		0.00	11,625.00	\$11,625.00
100261217	9/10/14	COLORMASTERS CUSTOM PAINTING & DECORATING	3070	Facilities Maint & Repair - Labor	150.00		0.00	150.00	\$210.00
			3070	Facilities Maint & Repair - Materials	60.00		0.00	60.00	
100261218	9/10/14	COUNTY LEGAL & NOTARY SERVICE	7028606	Contracts/Service Agreements	45.00		0.00	45.00	\$135.00
			7028794	Contracts/Service Agreements	45.00		0.00	45.00	
			7028796	Contracts/Service Agreements	45.00		0.00	45.00	
100261219	9/10/14	CUNNINGHAM ELECTRIC INC	7939	Facilities Maint & Repair - Labor	510.00		0.00	510.00	\$2,360.00
			7939	Facilities Maint & Repair - Materials	40.00		0.00	40.00	
			7942	Facilities Maint & Repair - Labor	400.00		0.00	400.00	
			7962	Facilities Maint & Repair - Labor	770.00		0.00	770.00	
			7963	Facilities Maint & Repair - Labor	600.00		0.00	600.00	
			7963	Facilities Maint & Repair - Materials	40.00		0.00	40.00	
100261220	9/10/14	DA LUBRICANT CO INC	2014-89844-00	Fuel, Oil & Lubricants	1,510.86		0.00	1,510.86	\$2,292.05
			2014-89981-00	Fuel, Oil & Lubricants	640.97		0.00	640.97	
			2014-90646-00	Fuel, Oil & Lubricants	140.22		0.00	140.22	
100261221	9/10/14	DCSE INC	1	Consultants	19,704.00		0.00	19,704.00	\$19,704.00
100261222	9/10/14	DAVES MOBILE CRANE SERVICE	3935	Misc Equip Maint & Repair - Labor	520.00		0.00	520.00	\$520.00
100261223	9/10/14	DELTA DENTAL INSURANCE CO	BE000868161	Insurances - Dental	1,442.37		0.00	1,442.37	\$1,442.37
100261224	9/10/14	EVRA CONSTRUCTION INC	MRPHYPRKBLD#0	Construction Services	7,825.18		0.00	7,825.18	\$7,825.18
100261225	9/10/14	ECONOMIC & PLANNING SYSTEMS INC	131119-8	Professional Services	6,512.50		0.00	6,512.50	\$6,512.50
100261226	9/10/14	ECONOMIC ADVANCEMENT RESEARCH INSTITUTE	06/01-17/2014	Contracts/Service Agreements	2,377.12		0.00	2,377.12	\$2,377.12
100261227	9/10/14	ENNIS PAINT INC	274920	Materials - Land Improve	3,507.19		0.00	3,507.19	\$3,507.19
100261228	9/10/14	FEDERAL EXPRESS CORP	2-750-36786	Mailing & Delivery Services	37.04		0.00	37.04	\$37.04
100261229	9/10/14	FISHER SCIENTIFIC CO LLC	5871566	General Supplies	45.36		0.00	45.36	\$1,665.28
			6197742	General Supplies	1,316.37		0.00	1,316.37	
			6197743	General Supplies	303.55		0.00	303.55	
100261230	9/10/14	FORTEL TRAFFIC INC	7708-1	Software Licensing & Support	14,718.75		0.00	14,718.75	\$14,718.75
100261231	9/10/14	FOSTER BROS SECURITY SYSTEMS INC	261781	Bldg Maint Mats & Supplies	16.31		0.00	16.31	\$16.31
100261232	9/10/14	FRANCISCO & ASSOC INC	2409	Financial Services	2,000.00		0.00	2,000.00	\$2,000.00
100261233	9/10/14	FRANCISCO & ASSOC INC	2408	Financial Services	840.00		0.00	840.00	\$2,340.00

List of All Claims and Bills Approved for Payment

For Checks Dated 09/07/14 through 09/13/14

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken	Amount Paid	Payment Total
			2409	Financial Services	1,500.00		0.00	1,500.00	
100261234	9/10/14	G & G BUILDERS INC	LASPALMASEQ#0	Construction Services	540.83		0.00	540.83	\$540.83
100261235	9/10/14	GRAINGER	9530713834	Inventory Purchase	656.26		0.00	656.26	\$656.26
100261236	9/10/14	HACH CO INC	8983483	General Supplies	32.90		0.00	32.90	\$52.85
			8987936	General Supplies	19.95		0.00	19.95	
100261237	9/10/14	HINDERLITER DE LLAMAS & ASSOC	0022657-IN	Sales And Use Tax	28,452.71		0.00	28,452.71	\$30,702.71
			0022657-IN	Financial Services	2,250.00		0.00	2,250.00	
100261238	9/10/14	IBM CORP	8069048	Software As a Service	1,999.92		0.00	1,999.92	\$1,999.92
100261239	9/10/14	IMAGEX	198991	Printing & Related Services	665.59		0.00	665.59	\$665.59
100261240	9/10/14	INTERACTIVE DATA PRICING	04566074	Financial Services	110.23		0.00	110.23	\$110.23
100261241	9/10/14	JAM SERVICES INC	62616	Electrical Parts & Supplies	2,827.50		0.00	2,827.50	\$41,977.51
			62616	General Supplies	39,150.01		0.00	39,150.01	
100261242	9/10/14	KELLY MOORE PAINT CO INC	820-239836	Bldg Maint Matls & Supplies	43.19		0.00	43.19	\$87.07
			820-240302	Bldg Maint Matls & Supplies	43.88		0.00	43.88	
100261243	9/10/14	L N CURTIS & SONS INC	1326830-00	Inventory Purchase	682.96		0.00	682.96	\$682.96
100261244	9/10/14	LAW FOUNDATION OF SILICON VALLEY	5512	Contracts/Service Agreements	6,417.31		0.00	6,417.31	\$6,417.31
100261245	9/10/14	MCMASTER CARR SUPPLY CO	10741762	Miscellaneous Equipment Parts & Supplies	17.32		0.00	17.32	\$908.76
			10787288	Hand Tools	325.98		0.00	325.98	
			10804628	Miscellaneous Equipment Parts & Supplies	527.73		0.00	527.73	
			10805963	Miscellaneous Equipment Parts & Supplies	37.73		0.00	37.73	
100261246	9/10/14	MICHAEL BERNICK	AUGUST2014	Contracts/Service Agreements	5,250.00		0.00	5,250.00	\$5,250.00
100261247	9/10/14	MIDWEST TAPE	92106707	Library Acquis, Audio/Visual	4,065.15		0.00	4,065.15	\$6,848.27
			92124594	Library Acquis, Audio/Visual	2,464.16		0.00	2,464.16	
			92124596	Library Acquis, Audio/Visual	318.96		0.00	318.96	
100261248	9/10/14	MOUNTAIN VIEW GARDEN CENTER	72640	Materials - Land Improve	73.68		0.00	73.68	\$235.55
			72761	Materials - Land Improve	65.14		0.00	65.14	
			72811	Services Maintain Land Improv	96.73		0.00	96.73	
100261249	9/10/14	MUNICIPAL MAINTENANCE EQUIPMENT INC	0093947-IN	Miscellaneous Equipment	9,140.88		0.00	9,140.88	\$9,294.20
			0094030-IN	Miscellaneous Equipment	120.53		0.00	120.53	
			0094179-IN	Miscellaneous Equipment	32.79		0.00	32.79	
100261250	9/10/14	NET TRANSCRIPTS INC	073114-122	Investigation Expense	46.20		0.00	46.20	\$46.20
100261251	9/10/14	OCLC INC	0000343046	Lib Database Services (OCLC)	2,003.30		0.00	2,003.30	\$2,003.30
100261252	9/10/14	ON ASSIGNMENT LAB SUPPORT	OAI-2246551	Salaries - Contract Personnel	504.00		0.00	504.00	\$6,229.50
			OAI-2258285	Salaries - Contract Personnel	4,560.00		0.00	4,560.00	
			OAI-2258808	Salaries - Contract Personnel	1,165.50		0.00	1,165.50	
100261253	9/10/14	PAYFLEX SYSTEMS USA INC	128934-567676	Insurances - Depend Care & Health Care	660.00		0.00	660.00	\$660.00
				Rmb Admin Fees					
100261254	9/10/14	PACIFIC ECO-RISK	10105	Water Lab Services	3,058.75		0.00	3,058.75	\$3,058.75
100261255	9/10/14	PERKINELMER HEALTH SCIENCES	5303243068	General Supplies	410.01		0.00	410.01	\$410.01
100261256	9/10/14	PETERSON POWER SYSTEMS INC	SW240116732	Misc Equip Maint & Repair - Labor	1,792.00		0.00	1,792.00	\$3,781.75
			SW240116732	Misc Equip Maint & Repair - Materials	1,989.75		0.00	1,989.75	
100261257	9/10/14	PINE CONE LUMBER CO INC	551023	Hand Tools	45.63		0.00	45.63	\$222.12
			555725	Materials - Land Improve	166.89		0.00	166.89	
			555927	Materials - Land Improve	9.60		0.00	9.60	
100261258	9/10/14	POLLARDWATER.COM	I389373-IN	Miscellaneous Equipment Parts & Supplies	467.78		0.00	467.78	\$467.78
100261259	9/10/14	PREFERRED BENEFIT INSURANCE ADMIN INC	EIA11712	Insurances - Dental	56,856.70		0.00	56,856.70	\$68,070.30
			EIA11712	Insurances - Vision	11,213.60		0.00	11,213.60	
100261260	9/10/14	QUALITY CODE PUBLISHING LLC	2014-289	Books & Publications	1,050.87		0.00	1,050.87	\$1,050.87

List of All Claims and Bills Approved for Payment

For Checks Dated 09/07/14 through 09/13/14

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken	Amount Paid	Payment Total
100261261	9/10/14	R & B CO	S1433653.001	Inventory Purchase	3,102.32		57.05	3,045.27	\$3,045.27
100261262	9/10/14	R WILLIAM MATHIS PHD	16681	Consultants	2,685.04		0.00	2,685.04	\$2,685.04
100261263	9/10/14	RASH CURTIS & ASSOC	512900000100	Financial Services	54.15		0.00	54.15	\$1,030.82
			517400000115	Financial Services	21.75		0.00	21.75	
			517500000085	Financial Services	62.12		0.00	62.12	
			661900000089	Financial Services	38.00		0.00	38.00	
			662700000187	Financial Services	854.80		0.00	854.80	
100261264	9/10/14	REED & GRAHAM INC	815894	Materials - Land Improve	144.64		0.00	144.64	\$144.64
100261265	9/10/14	ROBERT A BOTHMAN INC	SEVENSEASPK#10	Construction Services	20,900.00		0.00	20,900.00	\$20,900.00
100261266	9/10/14	SAFEWAY INC	804220-090414	Food Products	50.70		0.00	50.70	\$123.83
			807444-082014	Special Events	73.13		0.00	73.13	
			5731	Construction Services	2,675.00		0.00	2,675.00	
100261268	9/10/14	SECTOR SECURITY & COMMUNICATIONS	5732	Construction Services	0.00		0.00	0.00	\$2,812.00
			5732	Misc Equip Maint & Repair - Labor	137.00		0.00	137.00	
			177415	Chemicals	690.22		0.00	690.22	
100261269	9/10/14	SHAPE PRODUCTS	177415	Chemicals	690.22		0.00	690.22	\$690.22
100261270	9/10/14	SIERRA CHEMICAL CO	SLS10011543	Chemicals	1,795.77		0.00	1,795.77	\$1,795.77
100261271	9/10/14	SIGN WIZ	11397	Miscellaneous Services	93.37		0.00	93.37	\$93.37
100261272	9/10/14	SILICON VALLEY COMMUNITY NEWSPAPERS	0005239603	Advertising Services	199.50		0.00	199.50	\$703.50
			0005247071	Advertising Services	172.65		0.00	172.65	\$5,400.00
			0005254064	Advertising Services	164.28		0.00	164.28	
			0005266982	Advertising Services	167.07		0.00	167.07	
100261273	9/10/14	SILICON VALLEY POLYTECHNIC INSTITUTE	09022014-216	DED Services/Training - Training	2,700.00		0.00	2,700.00	
			09022014-218	DED Services/Training - Training	2,700.00		0.00	2,700.00	
100261274	9/10/14	SMART & FINAL INC	111171-082714	Food Products	17.98		0.00	17.98	\$17.98
100261275	9/10/14	SPARTAN TOOL LLC	468243	Inventory Purchase	689.78		0.00	689.78	\$689.78
100261276	9/10/14	SPENCON CONSTRUCTION INC	CRBGTRS2014#02	Construction Services	114,808.80		0.00	114,808.80	\$114,808.80
100261277	9/10/14	STOP PROCESSING CENTER	15164	Financial Services	37.37		0.00	37.37	\$37.37
100261278	9/10/14	STUDIO EM GRAPHIC DESIGN	15266	Graphics Services	81.56		0.00	81.56	\$217.50
			15292	Advertising Services	135.94		0.00	135.94	
			97326	Professional Services	18,950.52		0.00	18,950.52	
100261279	9/10/14	SUNNYVALE BUILDING MAINTENANCE	97358	Facilities Maint & Repair - Labor	120.00		0.00	120.00	\$19,070.52
			DENTAL0814	Insurances - Dental	26,423.40		0.00	26,423.40	
100261280	9/10/14	SUNNYVALE PUBLIC SAFETY OFFICERS	ASSN						\$26,423.40
			DISABILITY0814	Insurances - Long Term Disability	3,629.00		0.00	3,629.00	
100261281	9/10/14	SUNNYVALE PUBLIC SAFETY OFFICERS	ASSN						\$3,629.00
			16639	Construction Services	3,531.66		0.00	3,531.66	
100261282	9/10/14	SUNNYVALE WELDING & FABRICATION CO INC	629332 00	Materials - Land Improve	14.18		0.00	14.18	\$375.50
			629435 00	Bldg Maint Matls & Supplies	112.02		0.00	112.02	
			630367 00	Water Backflow Valves	34.33		0.00	34.33	
			630377 00	Water Backflow Valves	214.97		0.00	214.97	
100261284	9/10/14	TELSTAR INSTRUMENTS INC	78820	Materials - Land Improve	1,092.74		0.00	1,092.74	\$1,233.03
			78826	Materials - Land Improve	140.29		0.00	140.29	
100261285	9/10/14	THE STRIDE CENTER	071214-080814	Contracts/Service Agreements	10,096.08		0.00	10,096.08	\$10,096.08
100261286	9/10/14	UNIQUE MANAGEMENT SERVICES INC	270216	Financial Services	358.00		0.00	358.00	\$358.00
100261287	9/10/14	UNIVAR USA INC	SJ636611	Chemicals	3,110.25		0.00	3,110.25	\$5,955.85
			SJ636686	Chemicals	2,845.60		0.00	2,845.60	
100261288	9/10/14	V & A CONSULTING ENGINEERS	14903	Consultants	19,698.66		0.00	19,698.66	\$19,698.66

List of All Claims and Bills Approved for Payment

For Checks Dated 09/07/14 through 09/13/14

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken	Amount Paid	Payment Total
100261289	9/10/14	VWR INTERNATIONAL LLC	8058659685	General Supplies	19.05		0.00	19.05	\$911.08
			8058696910	General Supplies	348.98		0.00	348.98	
			8058720353	General Supplies	543.05		0.00	543.05	
100261290	9/10/14	VALLEY CREST TREE CO	4578415	Materials - Land Improve	743.85		0.00	743.85	\$743.85
100261291	9/10/14	VALLEYCREST TREE CARE SERVICES	2093774	Services Maintain Land Improv	783.00		0.00	783.00	\$10,527.00
			2093775	Services Maintain Land Improv	4,176.00		0.00	4,176.00	
			2093777	Services Maintain Land Improv	3,480.00		0.00	3,480.00	
			2093779	Services Maintain Land Improv	2,088.00		0.00	2,088.00	
100261292	9/10/14	WEATHERSHIELD ROOF SYSTEMS INC	6470	Facilities Maint & Repair - Labor	1,053.00		0.00	1,053.00	\$1,053.00
100261293	9/10/14	WECK LABORATORIES INC	W4H1123-COSV	Water Lab Services	350.19		0.00	350.19	\$350.19
100261294	9/10/14	WEST COAST ARBORISTS INC	98305	Services Maintain Land Improv	12,700.00		0.00	12,700.00	\$12,700.00
100261295	9/10/14	CALIFORNIA PEER SUPPORT ASSN	02816	Membership Fees	30.00		0.00	30.00	\$30.00
100261296	9/10/14	GRANITEROCK CO	843926	Materials - Land Improve	25,360.67		0.00	25,360.67	\$25,360.67
100261297	9/10/14	INDEPENDENT ELECTRIC SUPPLY INC	S101987113.001	Electrical Parts & Supplies	633.20		0.00	633.20	\$680.28
			S101991964.001	Bldg Maint Matls & Supplies	8.77		0.00	8.77	
100261298	9/10/14	INGRAM LIBRARY SERVICES INC	S101993241.001	Bldg Maint Matls & Supplies	38.31		0.00	38.31	\$27,432.41
			80344309	Library Acquisitions, Books	38.84		0.00	38.84	
			80344310	Library Acquisitions, Books	3,807.13		0.00	3,807.13	
			80344310	Library Materials Preprocessing	276.23		0.00	276.23	
			80344311	Library Acquisitions, Books	8,391.17		0.00	8,391.17	
			80344311	Library Materials Preprocessing	605.21		0.00	605.21	
			80344312	Library Acquisitions, Books	622.52		0.00	622.52	
			80344312	Library Materials Preprocessing	45.43		0.00	45.43	
			80344313	Library Acquisitions, Books	6,331.65		0.00	6,331.65	
			80344313	Library Materials Preprocessing	734.17		0.00	734.17	
			80344314	Library Acquisitions, Books	1,066.02		0.00	1,066.02	
			80344314	Library Materials Preprocessing	135.55		0.00	135.55	
			80344315	Library Acquisitions, Books	4,779.15		0.00	4,779.15	
			80344315	Library Materials Preprocessing	599.34		0.00	599.34	
100261300	9/10/14	PACIFIC GAS & ELECTRIC CO	00328522410814	Utilities - Electric	11.06		0.00	11.06	\$21,654.42
			00697062300814	Utilities - Electric	11.06		0.00	11.06	
			03958470700814	Utilities - Electric	4,278.93		0.00	4,278.93	
			24528699500814	Utilities - Electric	9.86		0.00	9.86	
			25900730020814	Utilities - Electric	72.94		0.00	72.94	
			36207655910814	Utilities - Electric	92.89		0.00	92.89	
			43357992720814	Utilities - Electric	19.86		0.00	19.86	
			45039216730814	Utilities - Electric	12.02		0.00	12.02	
			53350770050814	Fuel, Oil & Lubricants	646.03		0.00	646.03	
			63004478110814	Utilities - Electric	68.77		0.00	68.77	
			65170651530814	Utilities - Electric	5,070.45		0.00	5,070.45	
			76015354270814	Utilities - Gas	16.15		0.00	16.15	
			76015358620814	Utilities - Electric	44.54		0.00	44.54	
			81703231610814	Utilities - Electric	17.71		0.00	17.71	
			89805160050814	Utilities - Electric	4.44		0.00	4.44	
			91290311060814	Utilities - Electric	64.68		0.00	64.68	
			94639783770814	Utilities - Electric	27.43		0.00	27.43	
			96226804090814	Utilities - Electric	6,264.83		0.00	6,264.83	
			97322830180814	Utilities - Electric	48.48		0.00	48.48	
			97322834740814	Utilities - Electric	13.99		0.00	13.99	

List of All Claims and Bills Approved for Payment

For Checks Dated 09/07/14 through 09/13/14

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken	Amount Paid	Payment Total
100261302	9/10/14	UNITED STATES POSTAL SERVICE	SVVT1362020714	Utilities - Electric	4,858.30		0.00	4,858.30	
100261303	9/10/14	ANDORA PANGBURN	P#112-090414	Postage	425.00		0.00	425.00	\$425.00
100261304	9/10/14	CIWA INC	248620	Refund Recreation Fees	96.00		0.00	96.00	\$96.00
100261305	9/10/14	ED AVAKIAN	167601-70230	Refund Utility Account Credit	1,297.92		0.00	1,297.92	\$1,297.92
100261306	9/10/14	JOANNE WOO	174603-4018	Refund Utility Account Credit	115.74		0.00	115.74	\$115.74
100261307	9/10/14	MARIA DIGIANO	247993	Refund Recreation Fees	83.00		0.00	83.00	\$83.00
100261308	9/10/14	TERRY LARKIN	166125-31890	Refund Utility Account Credit	87.21		0.00	87.21	\$87.21
100261312	9/12/14	ADAMSON POLICE PRODUCTS	248731	Refund Recreation Fees	101.00		0.00	101.00	\$101.00
			INV148443	Ammunition	1,084.79		0.00	1,084.79	\$12,662.04
			INV148444	Ammunition	10,983.75		0.00	10,983.75	
			INV149344	Clothing, Uniforms & Access	204.36		0.00	204.36	
			INV149450	Clothing, Uniforms & Access	184.78		0.00	184.78	
			INV149467	Clothing, Uniforms & Access	204.36		0.00	204.36	
100261313	9/12/14	ADVANCED CHEMICAL TRANSPORT INC	58799	Materials - Land Improve	212.06		0.00	212.06	\$212.06
100261314	9/12/14	BIGGS CARDOSA ASSOC INC	65338	Consultants	34,861.21		0.00	34,861.21	\$34,861.21
100261315	9/12/14	BOUND TREE MEDICAL LLC	81528754	Supplies, First Aid	1,129.47		0.00	1,129.47	\$1,129.47
100261316	9/12/14	BRODART CO	362343	General Supplies	3,478.17		0.00	3,478.17	\$3,478.17
100261317	9/12/14	COIT SERVICES INC	B-393098-H	Professional Services	1,695.00		0.00	1,695.00	\$1,695.00
100261318	9/12/14	CALIFORNIA COOKING INC	4144	Equipment Rental/Lease	216.41		0.00	216.41	\$216.41
100261319	9/12/14	CARBOLINE CO	21147495	Chemicals	329.96		0.00	329.96	\$329.96
100261320	9/12/14	CARBONIC SERVICE INC	59964	Misc Equip Maint & Repair - Labor	88.00		0.00	88.00	\$88.00
100261321	9/12/14	CENTURY GRAPHICS	39637	Clothing, Uniforms & Access	1,128.78		0.00	1,128.78	\$2,062.32
			39891	Clothing, Uniforms & Access	785.29		0.00	785.29	
			39914	Clothing, Uniforms & Access	148.25		0.00	148.25	
100261322	9/12/14	COMCAST	09/07-10/06/14	Miscellaneous Services	69.09		0.00	69.09	\$69.09
100261323	9/12/14	DANCE FORCE LLC	1064	Rec Instructors/Officials	3,754.20		0.00	3,754.20	\$3,754.20
100261324	9/12/14	DELL SOFTWARE INC	1000212435	Software Licensing & Support	11,258.33		0.00	11,258.33	\$11,258.33
100261325	9/12/14	DEPARTMENT OF JUSTICE	049221	Pre-Employment Testing	1,024.00		0.00	1,024.00	\$1,024.00
100261326	9/12/14	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE	92859059	Software Licensing & Support	17,679.19		0.00	17,679.19	\$17,679.19
100261327	9/12/14	ERLER & KALINOWSKI INC	37	Consultants	4,600.93		0.00	4,600.93	\$4,600.93
100261328	9/12/14	FEDERAL EXPRESS CORP	2-764-51214	Mailing & Delivery Services	5.17		0.00	5.17	\$5.17
100261329	9/12/14	FIRST PLACE INC	81336	Customized Products	114.23		0.00	114.23	\$114.23
100261330	9/12/14	FRANCISCO & ASSOC INC	2410	Engineering Services	2,800.00		0.00	2,800.00	\$2,800.00
100261331	9/12/14	GARDA	10024525	Financial Services	3,237.00		0.00	3,237.00	\$3,237.00
100261332	9/12/14	GEORGE HILLS CO INC	INV1007708	Liability Claims Adjustor	4,008.90		0.00	4,008.90	\$4,008.90
100261333	9/12/14	GLOBAL ACCESS INC	13032	Software Licensing & Support	239.80		0.00	239.80	\$239.80
100261334	9/12/14	HI-TECH OPTICAL INC	598510	Benefits and Incentives - Prescription Safety Glasses	76.00		0.00	76.00	\$1,357.00
			598512	Benefits and Incentives - Prescription Safety Glasses	93.50		0.00	93.50	
			598514	Benefits and Incentives - Prescription Safety Glasses	67.00		0.00	67.00	
			598518	Benefits and Incentives - Prescription Safety Glasses	100.00		0.00	100.00	
			598522	Benefits and Incentives - Prescription Safety Glasses	100.00		0.00	100.00	
			598524	Benefits and Incentives - Prescription Safety Glasses	100.00		0.00	100.00	

List of All Claims and Bills Approved for Payment

For Checks Dated 09/07/14 through 09/13/14

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken	Amount Paid	Payment Total
			598992	Benefits and Incentives - Prescription Safety Glasses	72.00		0.00	72.00	
			599220	Benefits and Incentives - Prescription Safety Glasses	91.00		0.00	91.00	
			599260	Benefits and Incentives - Prescription Safety Glasses	71.00		0.00	71.00	
			599691	Benefits and Incentives - Prescription Safety Glasses	91.00		0.00	91.00	
			599692	Benefits and Incentives - Prescription Safety Glasses	92.50		0.00	92.50	
			599693	Benefits and Incentives - Prescription Safety Glasses	70.00		0.00	70.00	
			599694	Benefits and Incentives - Prescription Safety Glasses	82.50		0.00	82.50	
			599701	Benefits and Incentives - Prescription Safety Glasses	100.00		0.00	100.00	
			599702	Benefits and Incentives - Prescription Safety Glasses	100.00		0.00	100.00	
			599944	Benefits and Incentives - Prescription Safety Glasses	-149.50		0.00	-149.50	
			601291	Benefits and Incentives - Prescription Safety Glasses	200.00		0.00	200.00	
100261336	9/12/14	HULA HALAU'O P'IILANI	436418822	Rec Instructors/Officials	790.00		0.00	790.00	\$790.00
100261337	9/12/14	HULA NETWORKS INC	IN13431	Hardware Maintenance	11,579.80		0.00	11,579.80	\$11,579.80
100261338	9/12/14	HUMPHREY CONSULTING	SU0814	Consultants	720.00		0.00	720.00	\$720.00
100261339	9/12/14	HYBRID COMMERCIAL PRINTING INC	24911	Printing & Related Services	98.96		0.00	98.96	\$98.96
100261340	9/12/14	HYDROSCIENCE ENGINEERS INC	262013004	Professional Services	2,497.50		0.00	2,497.50	\$2,497.50
100261341	9/12/14	ICC PENINSULA CHAPTER	SEPT/17/2014	Training and Conferences	100.00		0.00	100.00	\$100.00
100261342	9/12/14	INDEPENDENT ELECTRIC SUPPLY INC	S101972663.004	Electrical Parts & Supplies	-25.56		0.00	-25.56	\$623.34
			S101989016.001	Electrical Parts & Supplies	26.40		0.00	26.40	
			S101989276.001	Electrical Parts & Supplies	67.83		0.00	67.83	
			S101991322.001	Electrical Parts & Supplies	15.19		0.00	15.19	
			S101991340.001	Electrical Parts & Supplies	324.35		0.00	324.35	
			S102000503.001	Electrical Parts & Supplies	215.13		0.00	215.13	
100261343	9/12/14	INFOSEND INC	83162	Mailing & Delivery Services	1,297.83		0.00	1,297.83	\$7,103.09
			83162	Printing & Related Services	64.95		0.00	64.95	
			83505	Mailing & Delivery Services	1,328.14		0.00	1,328.14	
			83505	Printing & Related Services	64.62		0.00	64.62	
			83506	Postage	2,745.51		0.00	2,745.51	
			83804	Financial Services	1,602.04		0.00	1,602.04	
100261344	9/12/14	INTEGRATED DOOR SOLUTIONS INC	11267	Bldg Maint Matls & Supplies	415.87		0.00	415.87	\$415.87
100261345	9/12/14	INTERACTIVE DATA PRICING	04403084	Financial Services	110.23		0.00	110.23	\$110.23
100261346	9/12/14	KELLY MOORE PAINT CO INC	1106-466488	Bldg Maint Matls & Supplies	15.30		0.00	15.30	\$15.30
100261347	9/12/14	KENNEDY JENKS CONSULTANTS	85736	HazMat Disposal - Hazardous Waste Disposal	1,314.90		0.00	1,314.90	\$1,314.90
100261348	9/12/14	L N CURTIS & SONS INC	1319165-00	Supplies, Fire Protection	2,888.94		0.00	2,888.94	\$2,888.94
100261349	9/12/14	LEXISNEXIS RISK DATA MANAGEMENT INC	1409790-140831	Financial Services	130.00		0.00	130.00	\$130.00
100261350	9/12/14	MUFG UNION BANK NA	090112-113012	Financial Services	33,253.28		0.00	33,253.28	\$33,253.28
100261351	9/12/14	MUFG UNION BANK NA	053114-082914	Financial Services	30,840.55		0.00	30,840.55	\$30,840.55

List of All Claims and Bills Approved for Payment

For Checks Dated 09/07/14 through 09/13/14

Sorted by Payment Number

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100261352	9/12/14	MEDINAS CATERING	000124	Employee Recognition Expenses	3,336.88		0.00	3,336.88	\$3,336.88
100261353	9/12/14	MELROSE METAL PRODUCTS INC	13107	Misc Equip Maint & Repair - Labor	577.47		0.00	577.47	\$577.47
100261354	9/12/14	MISSION LINEN SERVICE	470200133	Laundry & Cleaning Services	28.70		0.00	28.70	\$1,065.91
			470200138	Laundry & Cleaning Services	36.45		0.00	36.45	
			470200139	Laundry & Cleaning Services	65.42		0.00	65.42	
			470200728	Laundry & Cleaning Services	53.39		0.00	53.39	
			470201061	Laundry & Cleaning Services	36.46		0.00	36.46	
			470201425	Laundry & Cleaning Services	50.94		0.00	50.94	
			470201762	Laundry & Cleaning Services	28.70		0.00	28.70	
			470201767	Laundry & Cleaning Services	36.45		0.00	36.45	
			470201768	Laundry & Cleaning Services	65.42		0.00	65.42	
			470202353	Laundry & Cleaning Services	53.39		0.00	53.39	
			470202691	Laundry & Cleaning Services	43.18		0.00	43.18	
			470203057	Laundry & Cleaning Services	50.94		0.00	50.94	
			470203389	Laundry & Cleaning Services	20.29		0.00	20.29	
			470203394	Laundry & Cleaning Services	23.65		0.00	23.65	
			470203395	Laundry & Cleaning Services	65.42		0.00	65.42	
			470203973	Laundry & Cleaning Services	53.39		0.00	53.39	
			470204306	Laundry & Cleaning Services	39.82		0.00	39.82	
			470204469	Laundry & Cleaning Services	54.30		0.00	54.30	
			470205002	Laundry & Cleaning Services	16.93		0.00	16.93	
			470205007	Laundry & Cleaning Services	39.82		0.00	39.82	
			470205008	Laundry & Cleaning Services	62.06		0.00	62.06	
			470299083	Laundry & Cleaning Services	53.39		0.00	53.39	
			470299423	Laundry & Cleaning Services	36.46		0.00	36.46	
			470299793	Laundry & Cleaning Services	50.94		0.00	50.94	
100261356	9/12/14	MOUNTAIN VIEW GARDEN CENTER	72844	Materials - Land Improve	115.17		0.00	115.17	\$212.88
			73029	Materials - Land Improve	97.71		0.00	97.71	
100261357	9/12/14	MY FIRST ART CLASS	083	Rec Instructors/Officials	630.00		0.00	630.00	\$630.00
100261358	9/12/14	NATASHA BERNES	375568-6295451	DED Services/Training - Books	12.13		0.00	12.13	\$12.13
100261359	9/12/14	OMEGA ENGRAVING	025425	General Supplies	12.50		0.00	12.50	\$12.50
100261360	9/12/14	ON ASSIGNMENT LAB SUPPORT	OAI-2260186	Salaries - Contract Personnel	4,239.00		0.00	4,239.00	\$9,859.88
			OAI-2260862	Salaries - Contract Personnel	637.88		0.00	637.88	
			OAI-2262327	Salaries - Contract Personnel	4,353.00		0.00	4,353.00	
			OAI-2263037	Salaries - Contract Personnel	630.00		0.00	630.00	
100261361	9/12/14	ORACLE AMERICA INC	42524149	Software Licensing & Support	10,025.15		0.00	10,025.15	\$10,025.15
100261362	9/12/14	PAYFLEX SYSTEMS USA INC	000174537	Miscellaneous Payment	386.00		0.00	386.00	
			130536-571950	Professional Services	20.00		0.00	20.00	\$5,474.91
100261364	9/12/14	PERKINELMER HEALTH SCIENCES	5303233096	Miscellaneous Services	666.60		0.00	666.60	
100261365	9/12/14	PETERSON POWER SYSTEMS INC	PC240027099	Miscellaneous Equipment Parts & Supplies	5,443.15		0.00	5,443.15	
			PC240027100	Miscellaneous Equipment Parts & Supplies	5,082.40		0.00	5,082.40	
			PC240027112	Miscellaneous Equipment Parts & Supplies	392.51		0.00	392.51	
			PR240004181	Miscellaneous Equipment Parts & Supplies	-5,443.15		0.00	-5,443.15	\$5,718.75
100261366	9/12/14	PROBE INFORMATION SERVICES INC	10441-135714-1	Investigation Expense	5,718.75		0.00	5,718.75	
100261367	9/12/14	QUALITY CODE PUBLISHING LLC	2014-311	Books & Publications	313.00		0.00	313.00	
100261368	9/12/14	R2 ENGINEERING INC	117043	Miscellaneous Equipment Parts & Supplies	80.01		0.00	80.01	
100261369	9/12/14	RANKIN STOCK HEABERLIN	32063	Legal Services	4,396.21		0.00	4,396.21	
100261370	9/12/14	REFRIGERATION SUPPLIES DISTRIBUTOR	38277036-00	Bldg Maint Matls & Supplies	73.38		0.00	73.38	\$73.38
100261371	9/12/14	ROBIN PICKEL	RP2014JUL	Rec Instructors/Officials	2,688.40		0.00	2,688.40	\$2,688.40

List of All Claims and Bills Approved for Payment

For Checks Dated 09/07/14 through 09/13/14

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken	Amount Paid	Payment Total
100261372	9/12/14	SCCFCA OPERATIONS SECTION	RMEYER14-15	Membership Fees	150.00		0.00	150.00	\$150.00
100261373	9/12/14	SCUSD TRANSPORTATION	14-45	Travel Expenses - Mileage	313.80		0.00	313.80	\$313.80
100261374	9/12/14	SFO REPROGRAPHICS	16474	Printing & Related Services	51.31		0.00	51.31	\$1,133.81
			16492	Printing & Related Services	1,082.50		0.00	1,082.50	
100261375	9/12/14	SAFEWAY INC	725559-090314	Food Products	75.79		0.00	75.79	\$462.39
			726275-090414	General Supplies	25.00		0.00	25.00	
			726302-090414	Food Products	75.79		0.00	75.79	
			727585-090814	Food Products	43.39		0.00	43.39	
			728678-091014	Food Products	36.84		0.00	36.84	
			809444-082714	Food Products	108.19		0.00	108.19	
			809875-082614	Food Products	97.39		0.00	97.39	
100261376	9/12/14	SANDERSON SAFETY SUPPLY CO	8082996-05	Inventory Purchase	65.25		0.00	65.25	\$65.25
100261377	9/12/14	SANTA CLARA VALLEY WATER DISTRICT	GM012122	Taxes & Licenses - Misc	200,121.30		0.00	200,121.30	\$200,121.30
100261378	9/12/14	SANTA CLARA VLY TRANSPORTATION AUTHORITY	1800015346	Engineering Services	180.00		0.00	180.00	\$28,109.98
			1800015855	Engineering Services	27,929.98		0.00	27,929.98	
100261379	9/12/14	SIERRA CHEMICAL CO	SLS10011960	Chemicals	1,795.77		0.00	1,795.77	\$5,387.31
			SLS10012077	Chemicals	1,795.77		0.00	1,795.77	
			SLS10012442	Chemicals	1,795.77		0.00	1,795.77	
100261380	9/12/14	SILICON VALLEY SECURITY & PATROL INC	2018653	Miscellaneous Services	276.08		0.00	276.08	\$276.08
100261381	9/12/14	SMART & FINAL INC	114892-090214	Food Products	93.85		0.00	93.85	\$387.71
			115695-090314	Food Products	43.46		0.00	43.46	
			115695-090314	General Supplies	98.34		0.00	98.34	
			116319-090414	Food Products	19.21		0.00	19.21	
			116319-090414	General Supplies	43.46		0.00	43.46	
			118838-090814	Food Products	54.96		0.00	54.96	
			119439-090914	Food Products	34.43		0.00	34.43	
100261382	9/12/14	SUNNYVALE BUILDING MAINTENANCE	97357	Professional Services	120.00		0.00	120.00	\$120.00
100261383	9/12/14	T-MOBILE USA INC	9209734723	Investigation Expense	100.00		0.00	100.00	\$100.00
100261384	9/12/14	THOMAS A JACK	TJ2014JUL	Rec Instructors/Officials	1,482.00		0.00	1,482.00	\$1,482.00
100261385	9/12/14	UNIVAR USA INC	SJ638028	Chemicals	2,937.81		0.00	2,937.81	\$5,933.96
			SJ640588	Chemicals	2,996.15		0.00	2,996.15	
100261386	9/12/14	VWR INTERNATIONAL LLC	8058756320	General Supplies	223.19		0.00	223.19	\$223.19
100261387	9/12/14	VERIZON WIRELESS	INV6827368	Communication Equipment	17.50		0.00	17.50	\$188.11
			INV6827369	Communication Equipment	17.50		0.00	17.50	
			INV6827370	Communication Equipment	39.37		0.00	39.37	
			INV6827371	Communication Equipment	39.37		0.00	39.37	
			INV6827372	Communication Equipment	17.50		0.00	17.50	
			INV6827373	Communication Equipment	17.50		0.00	17.50	
			INV6827374	Communication Equipment	39.37		0.00	39.37	
100261388	9/12/14	VISTA ANALYTICAL LABORATORY INC	38159	Water Lab Services	975.00		0.00	975.00	\$975.00
100261389	9/12/14	VLACH REPAIR SERVICE	12003B	Comm Equip Maintain & Repair - Labor 1	400.00		0.00	400.00	\$576.36
			12003B	Comm Equip Maintain & Repair - Materials 2	176.36		0.00	176.36	
100261390	9/12/14	WILSEY HAM	9359	Consultants	1,568.00		0.00	1,568.00	\$1,568.00
100261391	9/12/14	WITMER TYSON IMPORTS INC	T10546	Canine Program Expenditures	1,034.81		0.00	1,034.81	\$1,034.81
100261392	9/12/14	WRITE LIVELIHOOD	082614WKSHOP	General Supplies	250.00		0.00	250.00	\$250.00
100261393	9/12/14	BETTY BURNEY	09/18-26/2014	Excursions	330.00		0.00	330.00	\$330.00
100261394	9/12/14	FIRST AMERICAN TITLE GUARANTY CO	4331-310180014	Customer Loans Disbursed	20,000.00		0.00	20,000.00	\$20,000.00

List of All Claims and Bills Approved for Payment

For Checks Dated 09/07/14 through 09/13/14

Sorted by Payment Number

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100261395	9/12/14	GOULD & LAMB	NOV13-6146	Liability Claims Paid	50.00	0.00	50.00	\$50.00
100261396	9/12/14	SHARLEEN LAM	CR14-6322	Return of Seized, Forfeiture or Found Funds	364.92	0.00	364.92	\$364.92
100261397	9/12/14	TRIDENT PROFESSIONALS	092914-100114	Training and Conferences	500.00	0.00	500.00	\$500.00
100261398	9/12/14	BABETTE HEYER	121865	Lib - Lost & Damaged Circulation	10.99	0.00	10.99	\$10.99
100261399	9/12/14	JENNIFER CISNEROS	123084	Lib - Lost & Damaged Circulation	26.99	0.00	26.99	\$26.99
100261400	9/12/14	JOCELYN TACMO	248957	Refund Recreation Fees	30.00	0.00	30.00	\$30.00
100261401	9/12/14	KAREN MORRISSEY	104198	Lib - Lost & Damaged Circulation	12.99	0.00	12.99	\$12.99
100261402	9/12/14	LAUREL JOHNSON	122425	Lib - Lost & Damaged Circulation	19.95	0.00	19.95	\$19.95
100261403	9/12/14	MONICA AHLUWALIA	110889	Lib - Lost & Damaged Circulation	9.90	0.00	9.90	\$9.90
100261404	9/12/14	NICHOLE WONG	249006	Refund Recreation Fees	95.00	0.00	95.00	\$95.00
950002322	9/9/14	PUBLIC EMPLOYEES RETIREMENT SYSTEM	950002322	Retirement Benefits - PERS Misc - Empl Portion	-87,903.55	0.00	-87,903.55	\$1,078,814.11
			950002322	Retirement Benefits - PERS Misc - Total	665,448.38	0.00	665,448.38	
			950002322	Retirement Benefits - PERS Safety - Empl Portion	-34,894.55	0.00	-34,894.55	
			950002322	Retirement Benefits - PERS Safety - Total	522,416.22	0.00	522,416.22	
			950002322	Retirement Benefits - PERS EPMC Public Safety	6,484.85	0.00	6,484.85	
			950002322	Retirement Benefits - PERS EPMC - Misc	7,262.76	0.00	7,262.76	
								\$2,664,147.19
		Grand Total Payment Amount						\$2,664,147.19

List of All Claims and Bills Approved for Payment

For Checks Dated 09/14/14 through 09/20/14

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken	Amount Paid	Payment Total
100261405	9/17/14	ALBERT S AYERS JR	083014-1	Rec Instructors/Officials	434.50		0.00	434.50	\$434.50
100261406	9/17/14	APPLEONE EMPLOYMENT SERVICES	01-3370022	Contracts/Service Agreements	583.44		0.00	583.44	\$583.44
100261407	9/17/14	BLX GROUP LLC	6124463/082614	Financial Services	2,000.00		0.00	2,000.00	\$2,000.00
100261408	9/17/14	BADGER METER INC	1013026	Water Meters	3,491.12		0.00	3,491.12	\$3,491.12
100261409	9/17/14	BAKER & TAYLOR	4010974984	Library Acquisitions, Books	425.08		0.00	425.08	\$445.45
			4010974984	Library Materials Preprocessing	20.37		0.00	20.37	
100261410	9/17/14	BAY AREA AIR QUALITY MANAGEMENT DISTRICT	3KC78	Permit Fees	2,976.00		0.00	2,976.00	\$2,976.00
100261411	9/17/14	BERT S ESPINOSA	BLAUG2014	Medical Services	3,750.00		0.00	3,750.00	\$3,750.00
100261412	9/17/14	BROWNELLS INC	10427335.00	General Supplies	679.99		0.00	679.99	\$679.99
100261413	9/17/14	CDM SMITH	80499515/8	Engineering Services	8,580.50		0.00	8,580.50	\$8,580.50
100261414	9/17/14	CINTAS DOCUMENT MANAGEMENT	DG38277038	Records Related Services	90.00		0.00	90.00	\$202.00
			DG38286977	Records Related Services	112.00		0.00	112.00	
100261415	9/17/14	CLEANSOURCE INC	1516427-00	General Supplies	334.60		0.00	334.60	\$334.60
100261416	9/17/14	COAST PERSONNEL SERVICES INC	237693	Contracts/Service Agreements	601.29		0.00	601.29	\$601.29
100261417	9/17/14	ERT INC	RF1409-07	Occupational Health and Safety Services	875.00		0.00	875.00	\$875.00
100261418	9/17/14	EQUIFAX INFORMATION SERVICES LLC	8702256	Investigation Expense	25.42		0.00	25.42	\$25.42
100261419	9/17/14	FEDERAL EXPRESS CORP	2-722-05335	Mailing & Delivery Services	10.92		0.00	10.92	\$10.92
100261421	9/17/14	GARDENLAND POWER EQUIPMENT	220768	Hand Tools	457.79		0.00	457.79	\$457.79
100261422	9/17/14	GOLDFARB LIPMAN ATTORNEYS	113101	Legal Services	1,490.50		0.00	1,490.50	\$1,490.50
100261423	9/17/14	HACH CO INC	8997691	General Supplies	329.25		0.00	329.25	\$329.25
100261424	9/17/14	HI-TECH OPTICAL INC	598520	Benefits and Incentives - Prescription Safety Glasses	100.00		0.00	100.00	\$100.00
100261425	9/17/14	INSERV CO INC	51567	Facilities Maint & Repair - Labor	1,436.59		0.00	1,436.59	\$1,436.59
100261426	9/17/14	INTERIORS & TEXTILES CORP	140112F-2	Furniture	2,447.50		0.00	2,447.50	\$2,447.50
100261427	9/17/14	JONES & MAYER	69225	Legal Services	3,358.92		0.00	3,358.92	\$3,358.92
100261428	9/17/14	KELLY PAPER CO	6701305	General Supplies	-108.75		0.00	-108.75	\$875.85
			6761167	General Supplies	520.50		0.00	520.50	
			6775920	General Supplies	464.10		0.00	464.10	
100261429	9/17/14	LESLIES POOL SUPPLIES INC	3025-24667	General Supplies	937.38		0.00	937.38	\$937.38
100261430	9/17/14	LIEBERT CASSIDY WHITMORE	1392356	Legal Services	504.00		0.00	504.00	\$504.00
100261431	9/17/14	MAINTENANCE CONNECTION INC	27779	Professional Services	1,461.00		0.00	1,461.00	\$1,461.00
100261432	9/17/14	MCMASTER CARR SUPPLY CO	11537241	Miscellaneous Equipment Parts & Supplies	21.57		0.00	21.57	\$70.76
			11659269	Miscellaneous Equipment Parts & Supplies	49.19		0.00	49.19	
100261433	9/17/14	MOBIL SATELLITE TECHNOLOGIES	54602	Miscellaneous Services	1,199.88		0.00	1,199.88	\$1,199.88
100261434	9/17/14	MOUNTAIN VIEW GARDEN CENTER	72744	Materials - Land Improve	115.17		0.00	115.17	\$115.17
100261435	9/17/14	MUNICIPAL MAINTENANCE EQUIPMENT INC	0094034-IN	Miscellaneous Equipment	54.75		0.00	54.75	\$54.75
100261436	9/17/14	NET TRANSCRIPTS INC	080814-76	Electrical Parts & Supplies	8.40		0.00	8.40	\$8.40
100261437	9/17/14	P&R PAPER SUPPLY CO INC	30005021-00	Inventory Purchase	1,657.74		0.00	1,657.74	\$1,657.74
100261438	9/17/14	PATSONS MEDIA GROUP	170326	Printing & Related Services	1,621.20		0.00	1,621.20	\$9,215.89
			170328	Printing & Related Services	1,517.89		0.00	1,517.89	
			170329	Printing & Related Services	1,783.50		0.00	1,783.50	
			170331	Printing & Related Services	1,231.76		0.00	1,231.76	
			170332	Printing & Related Services	1,140.52		0.00	1,140.52	
			170339	Printing & Related Services	1,368.62		0.00	1,368.62	
			170431	Printing & Related Services	552.40		0.00	552.40	
100261439	9/17/14	PETRO DIAMOND INC	14-17711	Inventory Purchase	23,425.59		0.00	23,425.59	\$23,425.59
100261440	9/17/14	PINE CONE LUMBER CO INC	556623	Bldg Maint Matls & Supplies	15.42		0.00	15.42	\$15.42
100261441	9/17/14	PROQUEST LLC	70299774	Library Periodicals/Databases	4,230.00		0.00	4,230.00	\$4,230.00
100261442	9/17/14	R & B CO	S1435388.001	Construction Services	2,377.44		0.00	2,377.44	\$2,377.44
100261443	9/17/14	RMC WATER & ENVIRONMENT	18537	Consultants	475.50		0.00	475.50	\$475.50
100261444	9/17/14	RENNE SLOAN HOLTZMAN SAKAI LLP	23127	Legal Services	432.00		0.00	432.00	\$432.00

List of All Claims and Bills Approved for Payment

For Checks Dated 09/14/14 through 09/20/14

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken	Amount Paid	Payment Total
100261445	9/17/14	SCS FIELD SERVICES INC	0239977	Engineering Services	703.25		0.00	703.25	\$703.25
100261446	9/17/14	SAFARILAND LLC	114-112160	General Supplies	325.10		0.00	325.10	\$325.10
100261447	9/17/14	SAFEWAY INC	438361-090814	Food Products	14.27		0.00	14.27	\$14.27
100261448	9/17/14	SANTA CLARA COUNTY DIVISION OF ANIMAL	010114-063014	Contracts/Service Agreements	2,000.00		0.00	2,000.00	\$2,000.00
100261449	9/17/14	SILICON VALLEY COMMUNITY NEWSPAPERS	0005225559	Advertising Services	61.05		0.00	61.05	\$301.26
			0005240980	Advertising Services	117.18		0.00	117.18	
			0005243889	Advertising Services	61.05		0.00	61.05	
			0005257626	Advertising Services	61.98		0.00	61.98	
100261450	9/17/14	SMART & FINAL INC	116852-090514	City Wellness Program	79.54		0.00	79.54	\$89.10
			117086-090514	City Wellness Program	9.56		0.00	9.56	
100261451	9/17/14	SPORTS TURF MANAGEMENT	85645	Services Maintain Land Improv	380.00		0.00	380.00	\$380.00
100261452	9/17/14	SUBURBAN PROPANE	1429297	Fuel, Oil & Lubricants	25.61		0.00	25.61	\$25.61
100261453	9/17/14	SUNNYVALE WINDUSTRIAL CO INC	630307 01	Miscellaneous Equipment Parts & Supplies	38.43		0.00	38.43	\$164.18
			630413 00	Bldg Maint Matls & Supplies	4.50		0.00	4.50	
			630440 00	Miscellaneous Equipment Parts & Supplies	25.22		0.00	25.22	
			630512 00	Bldg Maint Matls & Supplies	17.77		0.00	17.77	
			630513 00	Bldg Maint Matls & Supplies	9.34		0.00	9.34	
			630525 01	Miscellaneous Equipment Parts & Supplies	68.92		0.00	68.92	
100261454	9/17/14	SUZANNE LUFT	17	Rec Instructors/Officials	441.00		0.00	441.00	\$793.80
			18	Rec Instructors/Officials	352.80		0.00	352.80	
100261455	9/17/14	TJKM	0043684	Engineering Services	420.00		0.00	420.00	\$420.00
100261456	9/17/14	TIGER MARTIAL ARTS ACADEMY INC	814	Rec Instructors/Officials	1,449.70		0.00	1,449.70	\$1,449.70
100261457	9/17/14	TRICOR AMERICA INC	M611938	Contracts/Service Agreements	660.00		0.00	660.00	\$660.00
100261458	9/17/14	UNITED SITE SERVICES INC	114-2285006	Equipment Rental/Lease	95.39		0.00	95.39	\$95.39
100261459	9/17/14	UNITED STATES POSTAL SERVICE	BOX4000-091214	Equipment Rental/Lease	1,240.00		0.00	1,240.00	\$1,240.00
100261460	9/17/14	UNITED STATES POSTAL SERVICE	BOX3707-090914	Equipment Rental/Lease	1,240.00		0.00	1,240.00	\$1,240.00
100261461	9/17/14	VWR INTERNATIONAL LLC	8058831018	General Supplies	232.71		0.00	232.71	\$232.71
100261462	9/17/14	VERIZON SELECT SERVICES INC	BR46402	Hardware Maintenance	150.00		0.00	150.00	\$150.00
100261463	9/17/14	VERIZON SELECT SERVICES INC	BR46381	Hardware Maintenance	200.00		0.00	200.00	\$200.00
100261464	9/17/14	VERIZON SELECT SERVICES INC	BR46327	Hardware Maintenance	200.00		0.00	200.00	\$200.00
100261465	9/17/14	WEST COAST ARBORISTS INC	97638	Services Maintain Land Improv	45,530.00		0.00	45,530.00	\$45,530.00
100261466	9/17/14	WAITER.COM INC	E0908668821	Food Products	92.73		0.00	92.73	\$92.73
100261467	9/17/14	BACWA	OCT/06/2014	Training and Conferences	150.00		0.00	150.00	\$150.00
100261468	9/17/14	FOUNDATION FOR OSTEOPOROSIS RESEARCH AND	6525412	Rec Instructors/Officials	750.00		0.00	750.00	\$750.00
100261469	9/17/14	JESUS RAYGOZA	091114-063015	Change in Cash Registers	50.00		0.00	50.00	\$50.00
100261470	9/17/14	MARIN CONSULTING ASSOCIATES	102114-102314	Training and Conferences	550.00		0.00	550.00	\$550.00
100261471	9/17/14	OFFICEMAX CONTRACT INC	12326608202014	Supplies, Office 1	38.68		0.00	38.68	\$8,991.17
			12736508202014	Supplies, Office 1	40.51		0.00	40.51	
			13662808152014	Supplies, Office 1	200.41		0.00	200.41	
			14698508182014	Supplies, Office 1	514.46		0.00	514.46	
			14852308182014	Supplies, Office 1	372.38		0.00	372.38	
			15577408182014	Supplies, Office 1	238.62		0.00	238.62	
			16347608192014	Supplies, Office 1	22.25		0.00	22.25	
			16878608192014	Supplies, Office 1	86.34		0.00	86.34	
			16904308192014	Supplies, Office 1	7.02		0.00	7.02	
			17104908192014	Supplies, Office 1	19.76		0.00	19.76	
			17625108202014	Supplies, Office 1	34.65		0.00	34.65	
			17810708192014	Supplies, Office 1	150.72		0.00	150.72	
			18251408202014	Supplies, Office 1	70.43		0.00	70.43	

List of All Claims and Bills Approved for Payment

For Checks Dated 09/14/14 through 09/20/14

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken	Amount Paid	Payment Total
			18572908202014	Supplies, Office 1	41.28		0.00	41.28	
			18700408202014	Supplies, Office 1	300.84		0.00	300.84	
			18850008202014	Supplies, Office 1	91.72		0.00	91.72	
			18946008202014	Supplies, Office 1	159.74		0.00	159.74	
			19336008202014	Supplies, Office 1	33.77		0.00	33.77	
			19472308202014	Supplies, Office 1	307.37		0.00	307.37	
			19740208202014	Supplies, Office 1	887.14		0.00	887.14	
			21164008212014	Supplies, Office 1	189.09		0.00	189.09	
			21354508212014	Supplies, Office 1	55.21		0.00	55.21	
			21398508212014	Supplies, Office 1	86.30		0.00	86.30	
			21460608212014	Supplies, Office 1	89.33		0.00	89.33	
			21501108212014	Supplies, Office 1	210.74		0.00	210.74	
			22292308222014	Supplies, Office 1	76.81		0.00	76.81	
			22341308222014	Supplies, Office 1	45.77		0.00	45.77	
			22348808222014	Supplies, Office 1	17.38		0.00	17.38	
			22609608222014	Supplies, Office 1	51.50		0.00	51.50	
			23346608252014	Supplies, Office 1	33.51		0.00	33.51	
			23810308252014	Supplies, Office 1	263.30		0.00	263.30	
			24522008272014	Supplies, Office 1	-36.63		0.00	-36.63	
			25037408252014	Supplies, Office 1	226.82		0.00	226.82	
			26364708262014	Supplies, Office 1	404.79		0.00	404.79	
			27331108262014	Supplies, Office 1	172.47		0.00	172.47	
			27481108272014	Supplies, Office 1	124.47		0.00	124.47	
			27807408272014	Supplies, Office 1	189.69		0.00	189.69	
			27900308272014	Supplies, Office 1	109.03		0.00	109.03	
			27909508282014	Supplies, Office 1	-113.28		0.00	-113.28	
			27920208272014	Supplies, Office 1	50.99		0.00	50.99	
			28420208272014	Supplies, Office 1	22.33		0.00	22.33	
			29035308272014	Supplies, Office 1	823.69		0.00	823.69	
			29424008272014	Supplies, Office 1	605.34		0.00	605.34	
			29745408282014	Supplies, Office 1	327.10		0.00	327.10	
			29898408282014	Supplies, Office 1	92.00		0.00	92.00	
			30535108272014	Supplies, Office 1	-18.31		0.00	-18.31	
			30610208282014	Supplies, Office 1	36.55		0.00	36.55	
			30764008282014	Supplies, Office 1	562.24		0.00	562.24	
			32447708292014	Supplies, Office 1	573.58		0.00	573.58	
			32760108292014	Supplies, Office 1	24.02		0.00	24.02	
			32835608292014	Supplies, Office 1	83.39		0.00	83.39	
			32878908292014	Supplies, Office 1	60.56		0.00	60.56	
			60454908192014	Supplies, Office 1	25.99		0.00	25.99	
			79288708272014	Supplies, Office 1	19.18		0.00	19.18	
			84894208282014	Supplies, Office 1	-111.87		0.00	-111.87	
100261476	9/17/14	PACIFIC GAS & ELECTRIC CO	05225890200814	Utilities - Gas	308.82		0.00	308.82	\$19,274.82
			05225892760814	Utilities - Electric	3,986.91		0.00	3,986.91	
			06075133000814	Utilities - Electric	12.10		0.00	12.10	
			100023460914	Utilities - Electric	1,354.20		0.00	1,354.20	
			11059228290814	Utilities - Electric	83.95		0.00	83.95	
			11059229930814	Utilities - Electric	82.53		0.00	82.53	
			14823837850814	Utilities - Electric	51.42		0.00	51.42	
			18068041900814	Utilities - Electric	93.23		0.00	93.23	
			19867842520814	Utilities - Electric	46.70		0.00	46.70	
			35642590100814	Utilities - Electric	68.53		0.00	68.53	

List of All Claims and Bills Approved for Payment

For Checks Dated 09/14/14 through 09/20/14

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken	Amount Paid	Payment Total
			35642590150814	Utilities - Electric	57.41		0.00	57.41	
			35642590200814	Utilities - Electric	39.11		0.00	39.11	
			35642590250814	Utilities - Electric	85.51		0.00	85.51	
			35642590300814	Utilities - Electric	78.35		0.00	78.35	
			35642590350814	Utilities - Electric	74.71		0.00	74.71	
			35642590400814	Utilities - Electric	79.78		0.00	79.78	
			35642590450814	Utilities - Electric	66.92		0.00	66.92	
			35642590500814	Utilities - Electric	57.07		0.00	57.07	
			35642590650814	Utilities - Electric	60.57		0.00	60.57	
			35642590700814	Utilities - Electric	53.73		0.00	53.73	
			35642590750814	Utilities - Electric	82.17		0.00	82.17	
			35642590800814	Utilities - Electric	82.65		0.00	82.65	
			35642590850814	Utilities - Electric	50.23		0.00	50.23	
			35642590950814	Utilities - Electric	18.76		0.00	18.76	
			35642591000814	Utilities - Electric	105.23		0.00	105.23	
			35642591050814	Utilities - Electric	63.25		0.00	63.25	
			35642591100814	Utilities - Electric	51.66		0.00	51.66	
			35642591150814	Utilities - Electric	62.78		0.00	62.78	
			35642591250814	Utilities - Electric	77.24		0.00	77.24	
			35642591300814	Utilities - Electric	48.64		0.00	48.64	
			35642591350814	Utilities - Electric	101.74		0.00	101.74	
			35642591400814	Utilities - Electric	67.07		0.00	67.07	
			35642591450814	Utilities - Electric	54.84		0.00	54.84	
			35642591500814	Utilities - Electric	42.76		0.00	42.76	
			35642591550814	Utilities - Electric	49.12		0.00	49.12	
			35642591600814	Utilities - Electric	55.62		0.00	55.62	
			35642591650814	Utilities - Electric	81.39		0.00	81.39	
			35642591700814	Utilities - Electric	73.78		0.00	73.78	
			35642591750814	Utilities - Electric	76.65		0.00	76.65	
			35642591800814	Utilities - Electric	56.93		0.00	56.93	
			35642591850814	Utilities - Electric	57.41		0.00	57.41	
			35642591900814	Utilities - Electric	55.66		0.00	55.66	
			35642591950814	Utilities - Electric	94.73		0.00	94.73	
			35642592000814	Utilities - Electric	67.53		0.00	67.53	
			35642592050814	Utilities - Electric	77.44		0.00	77.44	
			35642592100814	Utilities - Electric	66.76		0.00	66.76	
			35642592150814	Utilities - Electric	64.03		0.00	64.03	
			35642592200814	Utilities - Electric	71.40		0.00	71.40	
			35642592250814	Utilities - Electric	75.85		0.00	75.85	
			35642592300814	Utilities - Electric	60.88		0.00	60.88	
			35642592350814	Utilities - Electric	10.18		0.00	10.18	
			35642592400814	Utilities - Electric	89.65		0.00	89.65	
			35642592450814	Utilities - Electric	51.50		0.00	51.50	
			35642592500814	Utilities - Electric	62.34		0.00	62.34	
			35642592550814	Utilities - Electric	79.51		0.00	79.51	
			35642592600814	Utilities - Electric	74.74		0.00	74.74	
			35642592650814	Utilities - Electric	89.99		0.00	89.99	
			35642592700814	Utilities - Electric	71.88		0.00	71.88	
			35642592750814	Utilities - Electric	59.96		0.00	59.96	
			35642592800814	Utilities - Electric	108.75		0.00	108.75	
			35642592850814	Utilities - Electric	68.86		0.00	68.86	
			35642592900814	Utilities - Electric	62.49		0.00	62.49	

List of All Claims and Bills Approved for Payment

For Checks Dated 09/14/14 through 09/20/14

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken	Amount Paid	Payment Total
			35642592950814	Utilities - Electric	90.61		0.00	90.61	
			35642593000814	Utilities - Electric	68.37		0.00	68.37	
			35642593050814	Utilities - Electric	100.17		0.00	100.17	
			35642593100814	Utilities - Electric	76.01		0.00	76.01	
			35642593200814	Utilities - Electric	78.07		0.00	78.07	
			35642593250814	Utilities - Electric	13.37		0.00	13.37	
			35642593300814	Utilities - Electric	79.64		0.00	79.64	
			35642593350814	Utilities - Electric	70.76		0.00	70.76	
			35642593400814	Utilities - Electric	79.99		0.00	79.99	
			35642593450814	Utilities - Electric	59.11		0.00	59.11	
			35642593500814	Utilities - Electric	80.46		0.00	80.46	
			35642593550814	Utilities - Electric	63.93		0.00	63.93	
			35642593600814	Utilities - Electric	91.27		0.00	91.27	
			35642593650814	Utilities - Electric	91.91		0.00	91.91	
			35642593700814	Utilities - Electric	79.67		0.00	79.67	
			35642593750814	Utilities - Electric	49.60		0.00	49.60	
			35642593800814	Utilities - Electric	55.80		0.00	55.80	
			35642593850814	Utilities - Electric	10.18		0.00	10.18	
			35642593900814	Utilities - Electric	56.59		0.00	56.59	
			35642593950814	Utilities - Electric	53.42		0.00	53.42	
			35642594000814	Utilities - Electric	63.59		0.00	63.59	
			35642594050814	Utilities - Electric	38.79		0.00	38.79	
			35642594100814	Utilities - Electric	39.90		0.00	39.90	
			35642594150814	Utilities - Electric	59.45		0.00	59.45	
			35642594250814	Utilities - Electric	87.43		0.00	87.43	
			35642594300814	Utilities - Electric	57.23		0.00	57.23	
			35642594350814	Utilities - Electric	58.34		0.00	58.34	
			35642594400814	Utilities - Electric	49.76		0.00	49.76	
			35642594450814	Utilities - Electric	62.48		0.00	62.48	
			35642594500814	Utilities - Electric	45.30		0.00	45.30	
			35642594550814	Utilities - Electric	79.49		0.00	79.49	
			35642594600814	Utilities - Electric	75.83		0.00	75.83	
			35642594650814	Utilities - Electric	80.76		0.00	80.76	
			35642594700814	Utilities - Electric	88.86		0.00	88.86	
			35642594750814	Utilities - Electric	55.16		0.00	55.16	
			35642594800814	Utilities - Electric	72.64		0.00	72.64	
			35642594850814	Utilities - Electric	58.50		0.00	58.50	
			35642594900814	Utilities - Electric	62.96		0.00	62.96	
			35642594950814	Utilities - Electric	73.12		0.00	73.12	
			35642595000814	Utilities - Electric	72.96		0.00	72.96	
			35642595050814	Utilities - Electric	70.26		0.00	70.26	
			35642595100814	Utilities - Electric	65.18		0.00	65.18	
			35642595150814	Utilities - Electric	59.30		0.00	59.30	
			35642595200814	Utilities - Electric	75.19		0.00	75.19	
			35642595250814	Utilities - Electric	46.39		0.00	46.39	
			35642595300814	Utilities - Electric	52.44		0.00	52.44	
			35642595350814	Utilities - Electric	56.60		0.00	56.60	
			35642595400814	Utilities - Electric	65.35		0.00	65.35	
			35642595450814	Utilities - Electric	111.12		0.00	111.12	
			35642595500814	Utilities - Electric	47.71		0.00	47.71	
			35642595550814	Utilities - Electric	46.71		0.00	46.71	
			35642595600814	Utilities - Electric	49.77		0.00	49.77	

List of All Claims and Bills Approved for Payment

For Checks Dated 09/14/14 through 09/20/14

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken	Amount Paid	Payment Total
			35642595650814	Utilities - Electric	81.06		0.00	81.06	
			35642595700814	Utilities - Electric	60.42		0.00	60.42	
			35642595750814	Utilities - Electric	77.58		0.00	77.58	
			35642595800814	Utilities - Electric	56.60		0.00	56.60	
			35642595850814	Utilities - Electric	87.76		0.00	87.76	
			35642595900814	Utilities - Electric	55.81		0.00	55.81	
			35642595950814	Utilities - Electric	96.79		0.00	96.79	
			35642596000814	Utilities - Electric	82.66		0.00	82.66	
			35642596050814	Utilities - Electric	71.53		0.00	71.53	
			35642596100814	Utilities - Electric	66.60		0.00	66.60	
			35642596150814	Utilities - Electric	50.86		0.00	50.86	
			35642596200814	Utilities - Electric	59.91		0.00	59.91	
			35642596250814	Utilities - Electric	48.96		0.00	48.96	
			35642596300814	Utilities - Electric	56.75		0.00	56.75	
			35642596350814	Utilities - Electric	45.95		0.00	45.95	
			35642596400814	Utilities - Electric	65.47		0.00	65.47	
			35642596450814	Utilities - Electric	92.03		0.00	92.03	
			35642596500814	Utilities - Electric	50.56		0.00	50.56	
			35642598240814	Utilities - Electric	9.86		0.00	9.86	
			38257235830814	Utilities - Electric	10.38		0.00	10.38	
			39509111000714	Utilities - Electric	52.39		0.00	52.39	
			43142590150814	Utilities - Gas	8.66		0.00	8.66	
			43142590250814	Utilities - Gas	208.59		0.00	208.59	
			43142590300814	Utilities - Gas	939.83		0.00	939.83	
			43142597200814	Utilities - Electric	1,271.16		0.00	1,271.16	
			43142597640814	Utilities - Electric	1,744.05		0.00	1,744.05	
			48131400740814	Utilities - Electric	11.00		0.00	11.00	
			52896844240814	Utilities - Gas	18.60		0.00	18.60	
			52896847890814	Utilities - Electric	724.00		0.00	724.00	
			66172622090814	Utilities - Electric	64.53		0.00	64.53	
			74408230820814	Utilities - Electric	61.37		0.00	61.37	
100261488	9/17/14	ACTIONTEC ELECTRONICS INC	IN000058433	Permit - Fire Prevention - General	229.00		0.00	229.00	\$229.00
100261489	9/17/14	ESSEX PORTFOLIO LP	IN000062260	Miscellaneous Payment	50.68		0.00	50.68	\$50.68
100261490	9/17/14	G SWANSON CONSTRUCTION INC	2012-3738	Construction Tax	482.22		0.00	482.22	\$3,057.12
			2012-3738	Permit - Building	1,299.59		0.00	1,299.59	
			2012-3738	Permit - Electrical	232.00		0.00	232.00	
			2012-3738	Permit - Fire Prev Construct	891.86		0.00	891.86	
			2012-3738	Technology Surcharge	17.50		0.00	17.50	
			2012-3738	Plan Maintenance Fees - General Plan	133.95		0.00	133.95	
				Maintenance					
100261491	9/17/14	GINA CARDENAS	249577	Refund Recreation Fees	225.00		0.00	225.00	\$225.00
100261492	9/17/14	GRACIELA WISLER	8000008890	Deposits Payable - Facility Rental	350.00		0.00	350.00	\$350.00
100261493	9/17/14	MARGARET LAWSON	245451	Refund Recreation Fees	40.00		0.00	40.00	\$40.00
100261494	9/17/14	MODIFIED POLYMER COMPONENTS	IN000059013	False Burglar Alarm Fees	200.00		0.00	200.00	\$200.00
100261495	9/17/14	NATALIE MANGUM	249615	Refund Recreation Fees	15.00		0.00	15.00	\$15.00
100261496	9/17/14	SF LASERTAG	249432	Refund Recreation Fees	1,000.00		0.00	1,000.00	\$1,000.00
100261497	9/17/14	WOODBURY FINANCIAL SERVICES INC	BL044338-2015	Business License Tax	34.13		0.00	34.13	\$34.13
100261498	9/17/14	YAN ZHANG	249388	Refund Recreation Fees	110.00		0.00	110.00	\$110.00
100261499	9/19/14	4LEAF INC	J1745A6	Salaries - Contract Personnel	7,735.00		0.00	7,735.00	\$7,735.00
100261500	9/19/14	AMS.NET INC	139458	Computer Hardware	1,650.78		0.00	1,650.78	\$27,130.25
			139462	Computer Hardware	25,479.47		0.00	25,479.47	
100261501	9/19/14	AD CLUB	269746	Advertising Services	355.00		0.00	355.00	\$355.00

List of All Claims and Bills Approved for Payment
For Checks Dated 09/14/14 through 09/20/14
Sorted by Payment Number

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100261502	9/19/14	ADVANTEL NETWORKS	6042083	Professional Services	1,015.00		0.00	1,015.00	\$1,015.00
100261503	9/19/14	AIR LIQUIDE AMERICA LP	56950992	Inventory Purchase	123.40		0.00	123.40	\$123.40
100261504	9/19/14	ALAMEDA CTY INFORMATION TECHNOLOGY DEPT	112-1408063	Software As a Service	1,485.82		0.00	1,485.82	\$1,485.82
100261505	9/19/14	ALPINE AWARDS INC	286736	General Supplies	132.78		0.00	132.78	\$132.78
100261506	9/19/14	ALTEC INDUSTRIES INC	8136547	Vehicles & Motorized Equip	176,010.41		0.00	176,010.41	\$176,010.41
100261507	9/19/14	BSK ANALYTICAL LABORATORIES	A417987	General Supplies	760.00		0.00	760.00	\$760.00
100261508	9/19/14	BAG BOY CO	913460	Inventory Purchase	865.00		39.40	825.60	\$825.60
100261509	9/19/14	BOETHING TREELAND FARMS INC	TV259616	Materials - Land Improve	1,256.41		0.00	1,256.41	\$1,256.41
100261510	9/19/14	CALTRONICS BUSINESS SYSTEMS	1610519	Equipment Rental/Lease	10,040.16		0.00	10,040.16	\$10,040.16
100261511	9/19/14	CARBOLINE CO	21151060	Chemicals	137.65		0.00	137.65	\$137.65
100261512	9/19/14	CITY OF SANTA CLARA MUNICIPAL UTILITIES	SEPT2014	Utilities - Electric	494.60		0.00	494.60	\$494.60
100261513	9/19/14	CLEANSOURCE INC	1520416-00	Inventory Purchase	5,096.99		0.00	5,096.99	\$5,549.39
			1520416-01	Inventory Purchase	452.40		0.00	452.40	
100261514	9/19/14	COMMUNITY HEALTH CHARITIES OF CALIFORNIA	PR201437	Employee Payroll Contributions	288.00		0.00	288.00	\$288.00
100261515	9/19/14	DTN ENGINEERS INC	359.07	Engineering Services	11,692.23		0.00	11,692.23	\$11,692.23
100261516	9/19/14	DELL MARKETING LP	XJJ2W7K57	Computer Hardware	1,574.28		0.00	1,574.28	\$1,574.28
100261517	9/19/14	EARTH SHARE OF CALIFORNIA	PR201437	Employee Payroll Contributions	177.00		0.00	177.00	\$177.00
100261518	9/19/14	EMPIRE SAFETY & SUPPLY	0064643-IN	Inventory Purchase	113.27		0.00	113.27	\$113.27
100261519	9/19/14	ESBRO	6355	Chemicals	622.50		0.00	622.50	\$2,487.53
			6959	Chemicals	841.77		0.00	841.77	
			7196	Chemicals	1,023.26		0.00	1,023.26	
100261520	9/19/14	FISHER SCIENTIFIC CO LLC	6348500-RE	General Supplies	59.61		0.00	59.61	\$59.61
100261521	9/19/14	FOSTER BROS SECURITY SYSTEMS INC	261647	General Supplies	22.35		0.00	22.35	\$108.45
			262082	General Supplies	0.00		0.00	0.00	
			262082	Materials - Land Improve	86.10		0.00	86.10	
100261522	9/19/14	GARDENLAND POWER EQUIPMENT	220761	Hand Tools	403.23		0.00	403.23	\$1,712.20
			224471	Misc Equip Maint & Repair - Materials	996.94		0.00	996.94	
			224471	Hand Tools	0.00		0.00	0.00	
			224548	Misc Equip Maint & Repair - Materials	32.59		0.00	32.59	
			224966	Misc Equip Maint & Repair - Materials	279.44		0.00	279.44	
100261523	9/19/14	GOLF SCORECARDS INC	38843	General Supplies	2,930.00		0.00	2,930.00	\$2,930.00
100261524	9/19/14	GOODYEAR COMMERCIAL TIRE & SERVICE CTR	189-1084299	Inventory Purchase	509.04		0.00	509.04	\$1,736.12
			189-1084514	Inventory Purchase	385.90		0.00	385.90	
			189-1084517	Inventory Purchase	841.18		0.00	841.18	
100261525	9/19/14	GRANITE CONSTRUCTION CO	702471	Materials - Land Improve	84.50		0.00	84.50	\$1,589.49
			702488	Materials - Land Improve	86.02		0.00	86.02	
			705246	Materials - Land Improve	1,418.97		0.00	1,418.97	
100261526	9/19/14	GRANITEROCK CO	845261	Materials - Land Improve	25,482.17		0.00	25,482.17	\$25,482.17
100261527	9/19/14	GRAYBAR ELECTRIC CO INC	973858609	Comm Equip Maintain & Repair - Materials 2	952.77		0.00	952.77	\$1,778.35
			973871891	Comm Equip Maintain & Repair - Materials 2	-44.37		0.00	-44.37	
			973933374	General Supplies	1,127.18		0.00	1,127.18	
			974030137	General Supplies	-464.55		0.00	-464.55	
			974738502	Comm Equip Maintain & Repair - Materials 2	207.32		0.00	207.32	
100261528	9/19/14	HAWKINS TRAFFIC SAFETY SUPPLY	22855	Materials - Land Improve	650.03		0.00	650.03	\$650.03
100261529	9/19/14	HOWARD ROME MARTIN & RIDLEY LLP	32341	Legal Services	563.31		0.00	563.31	\$563.31

List of All Claims and Bills Approved for Payment

For Checks Dated 09/14/14 through 09/20/14

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken	Amount Paid	Payment Total
100261530	9/19/14	HUMANE SOCIETY SILICON VALLEY	76479	Contracts/Service Agreements	28,347.00		0.00	28,347.00	\$28,347.00
100261531	9/19/14	IMPERIAL SPRINKLER SUPPLY	2060066-01	Materials - Land Improve	896.84		0.00	896.84	\$1,334.72
			2070998-00	Materials - Land Improve	61.14		0.00	61.14	
			2071158-00	Materials - Land Improve	376.74		0.00	376.74	
100261532	9/19/14	INDEPENDENT ELECTRIC SUPPLY INC	S101994901.001	Electrical Parts & Supplies	311.06		0.00	311.06	\$311.06
100261533	9/19/14	INSIGHT PUBLIC SECTOR INC	1100383410	Computer Software	204.14		0.00	204.14	\$816.56
			1100383412	Computer Software	612.42		0.00	612.42	
100261534	9/19/14	JANEEN ROCKWELL	761950	Professional Services	375.00		0.00	375.00	\$375.00
100261535	9/19/14	JIM RUIZ	CASE#14-6448	Investigation Expense	250.00		0.00	250.00	\$250.00
100261536	9/19/14	KMVT COMMUNITY TELEVISION	6504	Engineering Services	3,304.55		0.00	3,304.55	\$3,304.55
100261537	9/19/14	KATHLEEN KRUEGER SASMITA	0714	Rec Instructors/Officials	90.00		0.00	90.00	\$160.00
			0814	Rec Instructors/Officials	70.00		0.00	70.00	
100261538	9/19/14	KOFFLER ELECTRICAL	0074957-IN	Misc Equip Maint & Repair - Labor	1,260.00		0.00	1,260.00	\$1,379.63
			0074957-IN	Misc Equip Maint & Repair - Materials	119.63		0.00	119.63	
100261539	9/19/14	KOHLWEISS AUTO PARTS INC	01NV9904	Inventory Purchase	1,379.09		27.58	1,351.51	\$1,355.26
			01NW3960	Inventory Purchase	3.83		0.08	3.75	
100261540	9/19/14	LANDTEC NORTH AMERICA INC	0118656-IN	Miscellaneous Equipment	11,234.73		0.00	11,234.73	\$11,234.73
100261541	9/19/14	LANGUAGE LINE SERVICES	3437348	Miscellaneous Services	831.68		0.00	831.68	\$831.68
100261542	9/19/14	LAWSON PRODUCTS INC	9302728993	Miscellaneous Equipment Parts & Supplies	416.18		0.00	416.18	\$416.18
100261543	9/19/14	LIEBERT CASSIDY WHITMORE	1391329	Professional Services	5,374.50		0.00	5,374.50	\$7,441.00
			1392292	Professional Services	2,066.50		0.00	2,066.50	
100261544	9/19/14	MACIAS GINI AND OCONNELL LLP	200732	Financial Services	4,729.39		0.00	4,729.39	\$8,830.41
			200736	Financial Services	4,101.02		0.00	4,101.02	
100261545	9/19/14	MCMASTER CARR SUPPLY CO	11970129	Miscellaneous Equipment Parts & Supplies	39.24		0.00	39.24	\$55.85
			12039189	Miscellaneous Equipment Parts & Supplies	16.61		0.00	16.61	
100261546	9/19/14	MIDWEST TAPE	92140899	Library Acquis, Audio/Visual	2,527.39		0.00	2,527.39	\$2,527.39
100261547	9/19/14	MOTOROLA	76693477	Comm Equip Maintain & Repair - Labor 1	20.00		0.00	20.00	\$20.00
100261548	9/19/14	NATIONAL LEAGUE OF CITIES	109425	Membership Fees	9,674.00		0.00	9,674.00	\$9,674.00
100261549	9/19/14	OVERDRIVE INC	0910-235212223	Library Periodicals/Databases	80.00		0.00	80.00	\$80.00
100261550	9/19/14	P&R PAPER SUPPLY CO INC	30005021-01	Inventory Purchase	576.72		0.00	576.72	\$576.72
100261551	9/19/14	PAYFLEX SYSTEMS USA INC	PR201437	Employee Payroll Contributions	11,447.10		0.00	11,447.10	\$11,447.10
100261552	9/19/14	PACIFIC ECO-RISK	10217	Water Lab Services	3,074.43		0.00	3,074.43	\$3,074.43
100261553	9/19/14	PACIFIC GAS & ELECTRIC CO	ORDER9723325	Engineering Services	5,000.00		0.00	5,000.00	\$5,000.00
100261554	9/19/14	PACIFIC JANITORIAL SUPPLY CO	30025067	Inventory Purchase	260.35		0.00	260.35	\$260.35
100261555	9/19/14	PACIFIC TELEMAGEMENT SERVICES	681128	Utilities - Telephone	75.00		0.00	75.00	\$75.00
100261556	9/19/14	PACIFIC WEST SECURITY INC	0966321	Alarm Services	79.00		0.00	79.00	\$79.00
100261557	9/19/14	PERKINELMER HEALTH SCIENCES	5303251851	Miscellaneous Services	666.60		0.00	666.60	\$666.60
100261558	9/19/14	PETERSON POWER SYSTEMS INC	PC240027101	Miscellaneous Equipment Parts & Supplies	182.99		0.00	182.99	\$182.99
100261559	9/19/14	PINE CONE LUMBER CO INC	556718	Inventory Purchase	731.28		7.31	723.97	\$809.55
			557261	Bldg Maint Matls & Supplies	85.58		0.00	85.58	
100261560	9/19/14	PRINTMAIL PROS INC	140315	Mailing & Delivery Services	274.61		0.00	274.61	\$274.61
100261561	9/19/14	R & B CO	S1433653.002	Inventory Purchase	17.41		0.32	17.09	\$3,775.59
			S1435170.001	Inventory Purchase	3,828.92		70.42	3,758.50	
100261562	9/19/14	RAFT RESOURCE AREA FOR TEACHERS	2014-8-1500	Membership Fees	15.00		0.00	15.00	\$15.00
100261563	9/19/14	ROSS RECREATION EQUIPMENT CO INC	95688	Materials - Land Improve	2,502.63		0.00	2,502.63	\$2,502.63
100261564	9/19/14	SC FUELS	435310	Inventory Purchase	484.48		0.00	484.48	\$484.48
100261565	9/19/14	SAFEWAY INC	432791-091514	Food Products	13.49		0.00	13.49	\$74.24
			801233-091714	Food Products	17.36		0.00	17.36	
			807804-091514	Food Products	43.39		0.00	43.39	
100261566	9/19/14	SAN FRANCISCO BAY BIRD OBSERVATORY	732	Water Lab Services	1,364.00		0.00	1,364.00	\$1,364.00
100261567	9/19/14	SHRED-IT USA LLC	DG38274662	Recycling Services	1,600.00		0.00	1,600.00	\$1,600.00
100261568	9/19/14	SILICON VALLEY COMMUNITY	0005245326	Advertising Services	117.18		0.00	117.18	\$1,637.52

List of All Claims and Bills Approved for Payment

For Checks Dated 09/14/14 through 09/20/14

Sorted by Payment Number

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		NEWSPAPERS							
			0005252508	Advertising Services	90.81		0.00	90.81	
			0005253894	Advertising Services	94.50		0.00	94.50	
			0005257824	Advertising Services	185.54		0.00	185.54	
			0005264568	Advertising Services	124.29		0.00	124.29	
			0005266011	Advertising Services	380.84		0.00	380.84	
			0005271624	Advertising Services	266.00		0.00	266.00	
			0005277071	Advertising Services	94.86		0.00	94.86	
			5253887-080814	Advertising Services	94.50		0.00	94.50	
			5253887-081514	Advertising Services	94.50		0.00	94.50	
			5253887-082214	Advertising Services	94.50		0.00	94.50	
100261569	9/19/14	SMART & FINAL INC	123362-091514	Food Products	85.95		0.00	85.95	\$266.35
			124408-091614	Food Products	60.86		0.00	60.86	
			124875-091714	Food Products	119.54		0.00	119.54	
100261570	9/19/14	SPARTAN TOOL LLC	469001	Inventory Purchase	767.01		0.00	767.01	\$767.01
100261571	9/19/14	STUDIO EM GRAPHIC DESIGN	15332	Graphics Services	271.88		0.00	271.88	\$598.13
			15333	Graphics Services	326.25		0.00	326.25	
100261572	9/19/14	SUNNYVALE COMMUNITY PLAYERS	082114-090514	Short Term Agency Fund Assets Payable	521.00		0.00	521.00	\$521.00
100261573	9/19/14	SUNNYVALE DOWNTOWN ASSN	091614 CK REQ	Business Improvement District Payable	1,300.00		0.00	1,300.00	\$1,131.14
			091614 CK REQ	Miscellaneous Reimbursement	-168.86		0.00	-168.86	
100261574	9/19/14	SUNNYVALE PUBLIC SAFETY OFFICERS ASSN	PR201437	Employee Payroll Contributions	13,780.00		0.00	13,780.00	\$13,780.00
100261575	9/19/14	SUNNYVALE WINDUSTRIAL CO INC	630571 00	Miscellaneous Equipment Parts & Supplies	208.94		0.00	208.94	\$208.94
100261576	9/19/14	SUSTAINABLE LANDSCAPE DESIGNS	20140916	Services Maintain Land Improv	406.25		0.00	406.25	\$406.25
100261577	9/19/14	TELSTAR INSTRUMENTS INC	78910	Miscellaneous Equipment Parts & Supplies	1,422.21		0.00	1,422.21	\$9,140.36
			78912	Miscellaneous Equipment Parts & Supplies	4,987.60		0.00	4,987.60	
			78918	Chemicals	405.92		0.00	405.92	
			78926	Miscellaneous Equipment Parts & Supplies	967.72		0.00	967.72	
			78977	Miscellaneous Equipment Parts & Supplies	799.02		0.00	799.02	
			79127	Miscellaneous Equipment Parts & Supplies	185.27		0.00	185.27	
			79128	Miscellaneous Equipment Parts & Supplies	372.62		0.00	372.62	
100261578	9/19/14	TURF STAR INC	6864696-00	Misc Equip Maint & Repair - Materials	84.53		0.00	84.53	\$84.53
100261579	9/19/14	UNITED WAY SILICON VALLEY	PR201437	Employee Payroll Contributions	321.00		0.00	321.00	\$321.00
100261580	9/19/14	VWR INTERNATIONAL LLC	8058861875	General Supplies	308.25		0.00	308.25	\$308.25
100261581	9/19/14	WELLS FARGO FINANCIAL LEASING	5001477643	Equipment Rental/Lease	171.71		0.00	171.71	\$171.71
100261582	9/19/14	WORTHINGTON PRODUCTS INC	TB-38560	Materials - Land Improve	4,946.50		0.00	4,946.50	\$4,946.50
100261583	9/19/14	ZAP MANUFACTURING INC	43056	Materials - Land Improve	103.86		0.00	103.86	\$103.86
100261584	9/19/14	CNOA	OCT/02/2014	Training and Conferences	45.00		0.00	45.00	\$45.00
100261585	9/19/14	KARL KNOPE	092214LECTURE	Rec Instructors/Officials	200.00		0.00	200.00	\$200.00
100261586	9/19/14	KIRBY CANYON RECYCLING & DISPOSAL FAC	AUG2014	Landfill Fees to be Allocated	882,452.83		0.00	882,452.83	\$882,452.83
100261587	9/19/14	PACIFIC GAS & ELECTRIC CO	12847684120814	Utilities - Electric	10.78		0.00	10.78	\$130,923.96
			22868920920814	Utilities - Electric	108.91		0.00	108.91	
			32725920070814	Utilities - Electric	24.35		0.00	24.35	
			32725920350814	Utilities - Gas	7.57		0.00	7.57	
			32725921320814	Utilities - Electric	162.54		0.00	162.54	
			32725921480814	Utilities - Electric	205.93		0.00	205.93	
			32725921490814	Utilities - Electric	11.71		0.00	11.71	
			32725921600814	Utilities - Gas	8.11		0.00	8.11	
			32725921800814	Utilities - Electric	19.40		0.00	19.40	
			32725921980814	Utilities - Electric	952.82		0.00	952.82	
			32725922050814	Utilities - Electric	38.77		0.00	38.77	

List of All Claims and Bills Approved for Payment

For Checks Dated 09/14/14 through 09/20/14

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken	Amount Paid	Payment Total
			32725922090814	Utilities - Electric	1,954.59		0.00	1,954.59	
			32725922410814	Utilities - Electric	1,127.64		0.00	1,127.64	
			32725922520814	Utilities - Electric	461.07		0.00	461.07	
			32725923350814	Utilities - Electric	154.26		0.00	154.26	
			32725923400814	Utilities - Electric	58.56		0.00	58.56	
			32725923710814	Utilities - Electric	12.21		0.00	12.21	
			32725923770814	Utilities - Electric	346.47		0.00	346.47	
			32725924170814	Utilities - Electric	98.22		0.00	98.22	
			32725924970814	Utilities - Electric	17.91		0.00	17.91	
			32725925000814	Utilities - Electric	498.02		0.00	498.02	
			32725925230814	Utilities - Electric	406.41		0.00	406.41	
			32725925370814	Utilities - Electric	199.55		0.00	199.55	
			32725925890814	Utilities - Electric	1,529.12		0.00	1,529.12	
			32725925920814	Utilities - Electric	366.29		0.00	366.29	
			32725926210814	Utilities - Electric	219.86		0.00	219.86	
			32725926440814	Utilities - Electric	1,140.05		0.00	1,140.05	
			32725926470814	Utilities - Electric	1,069.72		0.00	1,069.72	
			32725926950814	Utilities - Electric	33.00		0.00	33.00	
			32725927040814	Utilities - Electric	12.00		0.00	12.00	
			32725927340814	Utilities - Electric	521.37		0.00	521.37	
			32725927380814	Utilities - Electric	118.55		0.00	118.55	
			32725927400814	Utilities - Electric	73.80		0.00	73.80	
			32725927510814	Utilities - Electric	595.40		0.00	595.40	
			32725928250814	Utilities - Electric	19.40		0.00	19.40	
			32725928590814	Utilities - Electric	329.22		0.00	329.22	
			32725929220814	Utilities - Electric	482.05		0.00	482.05	
			32725929280814	Utilities - Electric	40.26		0.00	40.26	
			32725929750814	Utilities - Electric	129.93		0.00	129.93	
			56892570120814	Utilities - Electric	14.77		0.00	14.77	
			56892570470814	Utilities - Electric	12.02		0.00	12.02	
			56892570610814	Utilities - Electric	14.00		0.00	14.00	
			56892570850714	Utilities - Electric	10.51		0.00	10.51	
			56892571500714	Utilities - Electric	11.62		0.00	11.62	
			56892572230814	Utilities - Electric	9.86		0.00	9.86	
			56892573210814	Utilities - Electric	12.45		0.00	12.45	
			56892573280814	Utilities - Electric	9.86		0.00	9.86	
			56892573340814	Utilities - Electric	9.86		0.00	9.86	
			56892573450814	Utilities - Electric	9.86		0.00	9.86	
			56892574540814	Utilities - Electric	11.87		0.00	11.87	
			56892574610814	Utilities - Electric	12.45		0.00	12.45	
			56892574690814	Utilities - Electric	12.21		0.00	12.21	
			56892574720814	Utilities - Electric	11.99		0.00	11.99	
			56892574930814	Utilities - Electric	11.92		0.00	11.92	
			56892575240814	Utilities - Electric	12.04		0.00	12.04	
			56892575250814	Utilities - Electric	12.20		0.00	12.20	
			56892575560814	Utilities - Electric	12.49		0.00	12.49	
			56892575840814	Utilities - Electric	13.95		0.00	13.95	
			56892576280814	Utilities - Electric	12.17		0.00	12.17	
			56892576480814	Utilities - Electric	13.04		0.00	13.04	
			56892576590814	Utilities - Electric	9.86		0.00	9.86	
			56892576690814	Utilities - Electric	12.30		0.00	12.30	
			56892577220814	Utilities - Electric	12.08		0.00	12.08	

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			56892577390814	Utilities - Electric	12.59		0.00	12.59	
			56892578180814	Utilities - Electric	10.41		0.00	10.41	
			56892578670814	Utilities - Electric	11.89		0.00	11.89	
			56892578890814	Utilities - Electric	12.01		0.00	12.01	
			56892579010814	Utilities - Electric	9.86		0.00	9.86	
			56892579640814	Utilities - Electric	12.16		0.00	12.16	
			56892579810814	Utilities - Electric	12.05		0.00	12.05	
			60225900040814	Utilities - Electric	48,154.53		0.00	48,154.53	
			60225900080814	Utilities - Electric	8,064.44		0.00	8,064.44	
			60225900140814	Utilities - Electric	37.18		0.00	37.18	
			60225900150814	Utilities - Electric	24.96		0.00	24.96	
			60225900160814	Utilities - Electric	13.85		0.00	13.85	
			60225900170814	Utilities - Electric	10.78		0.00	10.78	
			60225900220814	Utilities - Electric	793.73		0.00	793.73	
			60225900260814	Utilities - Electric	40.61		0.00	40.61	
			60225900450814	Utilities - Electric	249.85		0.00	249.85	
			60225900550814	Utilities - Electric	12,834.70		0.00	12,834.70	
			60225900760814	Utilities - Electric	479.87		0.00	479.87	
			60225901000814	Utilities - Electric	9.20		0.00	9.20	
			60225901010814	Utilities - Electric	10,711.44		0.00	10,711.44	
			60225901100814	Utilities - Gas	8.66		0.00	8.66	
			60225901310814	Utilities - Electric	13.54		0.00	13.54	
			60225901610814	Utilities - Electric	11,606.37		0.00	11,606.37	
			60225901980814	Utilities - Electric	72.61		0.00	72.61	
			60225902290814	Utilities - Electric	26.77		0.00	26.77	
			60225902530814	Utilities - Electric	2,679.00		0.00	2,679.00	
			60225902640814	Utilities - Electric	49.41		0.00	49.41	
			60225902900814	Utilities - Electric	327.90		0.00	327.90	
			60225902950814	Utilities - Electric	20.75		0.00	20.75	
			60225903550814	Utilities - Electric	4,595.14		0.00	4,595.14	
			60225904170814	Utilities - Electric	12.18		0.00	12.18	
			60225904240814	Utilities - Electric	12.28		0.00	12.28	
			60225904580814	Utilities - Electric	93.04		0.00	93.04	
			60225905100814	Utilities - Electric	4.41		0.00	4.41	
			60225905410814	Utilities - Electric	28.85		0.00	28.85	
			60225905570814	Utilities - Electric	94.40		0.00	94.40	
			60225905580814	Utilities - Electric	12.35		0.00	12.35	
			60225905590814	Utilities - Electric	12.35		0.00	12.35	
			60225905600814	Utilities - Electric	6,516.18		0.00	6,516.18	
			60225906210814	Utilities - Electric	4.41		0.00	4.41	
			60225906510814	Utilities - Electric	1,663.43		0.00	1,663.43	
			60225906590814	Utilities - Electric	467.47		0.00	467.47	
			60225906600814	Utilities - Electric	81.96		0.00	81.96	
			60225906780814	Utilities - Electric	912.25		0.00	912.25	
			60225907690814	Utilities - Electric	203.85		0.00	203.85	
			60225907730814	Utilities - Electric	21.44		0.00	21.44	
			60225908170814	Utilities - Electric	22.01		0.00	22.01	
			60225908580814	Utilities - Electric	74.71		0.00	74.71	
			60225908610814	Utilities - Electric	31.66		0.00	31.66	
			60225908940814	Utilities - Electric	48.97		0.00	48.97	
			60225909050814	Utilities - Electric	13.49		0.00	13.49	
			60225909410814	Utilities - Electric	100.18		0.00	100.18	

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100261597	9/19/14	ADILENE RUMBO	60225909720814	Utilities - Electric	11.93		0.00	11.93	
			60225909830814	Utilities - Electric	90.76		0.00	90.76	
			81008625370814	Utilities - Electric	69.20		0.00	69.20	
			91475900450814	Utilities - Gas	19.95		0.00	19.95	
			91475903190814	Utilities - Electric	102.25		0.00	102.25	
			91475904100814	Utilities - Electric	906.42		0.00	906.42	
			91475904310814	Utilities - Electric	484.66		0.00	484.66	
			91475907050814	Utilities - Electric	187.36		0.00	187.36	
			91475907470814	Utilities - Electric	1,142.45		0.00	1,142.45	
			91475908690814	Utilities - Electric	533.22		0.00	533.22	
			91475909640814	Utilities - Electric	937.82		0.00	937.82	
			91475909790814	Utilities - Electric	1,248.61		0.00	1,248.61	
			8000008889	Deposits Payable - Facility Rental	1,000.00		0.00	1,000.00	
			8000008889	Facilities Rent - Senior Center	100.00		0.00	100.00	
			800000889	Deposits Payable - Facility Rental	0.00		0.00	0.00	
800000889	Facilities Rent - Senior Center	0.00		0.00	0.00				
100261598	9/19/14	BRUCE BYRD	108468	Lib - Lost & Damaged Circulation	4.00		0.00	4.00	\$4.00
100261599	9/19/14	COVERED CALIFORNIA	8000008892	Deposits Payable - Facility Rental	500.00		0.00	500.00	\$500.00
100261600	9/19/14	KATHLEEN KOBLOS	249705	Refund Recreation Fees	43.00		0.00	43.00	\$43.00
100261601	9/19/14	XYMOGENEDX	174135-1788	Refund Utility Account Credit	92.94		0.00	92.94	\$92.94
100261602	9/19/14	YOSHITO MARUYAMA	250120	Refund Recreation Fees	43.00		0.00	43.00	\$43.00
950100460	9/17/14	SFPUC WATER DEPARTMENT	080114-090214	Water for Resale	1,253,207.88		0.00	1,253,207.88	\$1,408,681.88
			080114-090214	Purchased Water Related Expenses - Meter Charges	22,939.00		0.00	22,939.00	
			080114-090214	BAWSCA Surcharge	132,535.00		0.00	132,535.00	
950900810	9/15/14	US BANK		Insurances - OPEB Trust Contribution	1,155,935.00		0.00	1,155,935.00	\$1,155,935.00
Grand Total Payment Amount									\$4,184,466.55



City of Sunnyvale

Agenda Item

14-0775

Agenda Date: 9/30/2014

REPORT TO COUNCIL

SUBJECT

Award of Bid No. PW14-15 for Sunnyvale Bicycle Lanes Project, Finding of CEQA Categorical Exemption, and Approval of Budget Modification No. 12 to Combine Four Existing Bicycle Lane Projects into the New Sunnyvale Bicycle Lanes Project, and to Appropriate a \$12,000 Developer Contribution

REPORT IN BRIEF

Approval is requested to award a construction contract in the amount of \$160,940 to Chrisp Company of Fremont for the Sunnyvale Bicycle Lanes project (Public Works Project No. TR-13/08-14) for six locations. Approval is also requested for a 10% construction contingency in the amount of \$16,094, and for Budget Modification No. 12 to combine four existing bicycle lane projects into the new Sunnyvale Bicycle Lanes Project, and to appropriate a \$12,000 developer contribution for a fifth location. The sixth location will be funded with operating program funds.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) determination for this project is a categorical exemption pursuant to Section 15304(h), installation of bike lanes within existing rights-of-way.

BACKGROUND AND DISCUSSION

The Sunnyvale Bicycle Lanes Project consists of roadway restriping with the associated pavement improvements and additional signage to accommodate bicycle lanes at six locations throughout the City as follows: 1) Mathilda Avenue between Washington Avenue and Maude Avenue, 2) Wildwood Avenue between Bridgewood Avenue and Mission College Boulevard, 3) Moffett Park Drive between Enterprise Way and Innovation Way, 4) El Camino Real between Sunnyvale Avenue and Remington Drive/Fair Oaks Avenue, 5) Fremont Avenue between Oxbow Court and Sydney Drive, and 6) Fair Oaks Avenue between Fair Oaks Way and Tasman Drive. Staff combined the projects into a single procurement in an effort to achieve economies of scale by increasing the project size.

The striping modifications will improve traffic flow and provide a designated path of travel for bicyclists. The project is consistent with the City's Non-Motorized Transportation Plan, making bicycling more convenient and building a comprehensive citywide bicycle network.

This project was bid as follows:

Bid Notice: Advertised in The Sun on June 27, 2014;
 Provided to 18 Bay Area Builder's Exchanges;
 Posted on Onvia Demandstar public procurement network; and
 Published on the City's website.

Bid Response: 12 contractors requested bid documents

Bid Results: Sealed bids were publicly opened on July 16, 2014
One responsive bid was received.

The single responsive bid received was from the Chrisp Company of Fremont in the amount of \$160,940. The bid amount is significantly above the engineer's estimate of \$89,000. Bid prices were higher than the engineer's estimate based on higher slurry seal unit costs (in part due to the relatively small size of the project), and additional costs for mobilization and traffic control required due to the number of and distance between work locations. Additionally, staff is seeing an increase in bid prices for construction contracts as the region exits the recession and demand increases. The Bid Summary is attached.

FISCAL IMPACT

Project costs are as follows:

Construction	\$160,940
Construction contingency (10%)	<u>\$16,094</u>
Total costs	\$177,034

Funding for the roadway improvements to accommodate bicycle lanes at four of the six locations has been appropriated to four separate capital projects (RTCs 12-184 and 13-168, and the FY 2013-14 adopted budget), and consists of Santa Clara Valley Transportation Authority (VTA) Transportation Fund for Clean Air Program Manager grant funds, City dedicated local match funds, and developer contributions. Staff proposes to combine these four projects to address the scope of work in the construction contract and to streamline the grant reimbursement process.

Budgeted funds in these four projects provide a combined total of \$193,916 and cover construction costs plus project administration costs allowed under the grant terms. Grant funds that are not used may not be redistributed to other projects and will lapse upon project completion and returned to the VTA. Funding for the Fremont Avenue work will be absorbed in the Transportation and Traffic Services Operating Program, and a developer contribution of \$12,000 was recently secured for the Fair Oaks section.

Budget Modification No. 12 has been prepared to combine the following four existing bicycle lane projects into the new Sunnyvale Bicycle Lanes Project, and to appropriate a \$12,000 developer contribution.

Budget Modification No. 12 FY 2014/15

	Current	Increase/ (Decrease)	Revised
Capital Projects Fund/ General Assets			
Subfund			
<u>Revenues:</u>			
Developer Contribution - Fair Oaks	\$0	\$12,000	\$12,000
<u>Expenditures:</u>			

New Project, Sunnyvale Bicycle Lanes	\$ 0	\$98,916	\$205,916	\$205,916	\$0
Project 829720: Mathilda Bicycle Lanes			(\$98,916)		

Project 829730: Wildwood Bicycle Lanes					
\$30,000 (\$30,000)	\$0				
Project 830100: Moffett Park Drive Bike	\$50,000		(\$50,000)	\$0	\$0
Facilities Project 830770: El Camino	\$15,000		(\$15,000)		
Real Bike Lanes					

PUBLIC CONTACT

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

RECOMMENDATION

1) Award a contract in substantially the same form as Attachment 2 and in the amount of \$160,940, to Chrisp Company for the subject project, and authorize the City Manager to execute the contract when all the necessary conditions have been met; 2) Approve a 10% construction contingency in the amount of \$16,094; 3) Make a finding of CEQA categorical exemption pursuant to Section 15304(h) for the installation of bike lanes within the existing rights-of-way, and 4) Approve Budget Modification No. 12 to combine four existing bicycle lane projects into the new Sunnyvale Bicycle Lanes Project, and to appropriate a \$12,000 developer contribution.

Prepared by: Pete Gonda, Purchasing Officer
Reviewed by: Grace K. Leung, Director, Finance
Reviewed by: Kent Steffens, Director, Public Works
Reviewed by: Robert A. Walker, Assistant City Manager
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Bid Summary
2. Draft General Construction Contract

Invitation for Bids No. PW14-15
Sunnyvale Bicycle Lanes
Public Works Project No. TR-13/08-14

Bidder	Chrisp Company	
Address	43650 Osgood Rd Fremont, CA 94538	
Contact	Robert Chrisp	
BID ITEMS		
1. Traffic Control	Lump sum	\$11,000.00
2. Message Boards	\$2,000/EA	\$4,000.00
3. Slurry Seal	\$0.58/SF	\$29,000.00
4. Asphalt Grinding	\$4.00/LF	\$10,000.00
5. Sign	\$235/EA	\$30,550.00
6. Striping Detail 9	\$1.00/LF	\$400.00
7. Striping Detail 12	\$1.00/LF	\$6,260.00
8. Striping Detail 22	\$2.00/LF	\$6,800.00
9. Striping Detail 27B	\$1.00/LF	\$370.00
10. Striping Detail 29	\$4.00/LF	\$11,200.00
11. Striping Detail 38	\$2.00/LF	\$2,306.00
12. Striping Detail 39	\$1.20/LF	\$29,640.00
13. Striping Detail 39A	\$1.00/LF	\$2,630.00
14. Striping - 12"	\$4.50/LF	\$1,197.00
15. Bike Lane Buffer	\$4.50/LF	\$2,250.00
16. Marking	\$4.50/SF	\$12,537.00
17. Remove Marking	\$20.00/EA	\$800.00
BID TOTAL		\$160,940.00
Surety	10% Bid Bond	
License	Class "A"	
Subs	Graham Contractors - Slurry Seal	
	MCK Paving - Asphalt Grinding	

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 CHRISP COMPANY, 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, "Sunnyvale Bicycle Lanes Project, Project No. TR-13/08-14, Invitation for Bids No. PW14-15", including; 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 of adding bicycle lanes as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared by the City of Sunnyvale and adopted by the owner. These Plans and Specifications are entitled respectively, Sunnyvale Bicycle Lanes Project, Project No. TR-13/08-14.

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. 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 One Hundred Sixty Thousand Nine Hundred Forty and No/100 Dollars (\$160,940.00) 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 sixty (60) 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 for Breach, etc. 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. Transmission of notice by facsimile or by telephone may be deemed sufficient if the requirement for written notice is waived, in writing, by the receiving party. Notices delivered in person shall be deemed communicated as of actual receipt. Notices sent by mail or courier service shall be deemed communicated as of three days after mailing or dispatch, unless that date is a date on which there is no mail or delivery service, in which case communication shall be deemed to occur the next mail service or delivery day. The burden of proof of compliance with this requirement for written notice shall be on the sending party. 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: Chrisp Company
Attn: Robert Chrisp, President
43650 Osgood Road
Fremont, CA 94538

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

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

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

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

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

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

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

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

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

16. 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, fifty dollars (\$50.00) 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 twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, in accordance with Labor Code Section 1776(g).

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 City's Website at <http://sunnyvale.ca.gov/DoingBusiness.aspx#Prevailing Wage>. 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 fifty dollars (\$50.00) 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 Two Hundred Fifty and No/100 (\$250.00) 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. Additional Provisions.

None.

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

CHRISP COMPANY
Contractor

License No. 374600

By _____ / /
City Manager

Attest:
City Clerk

By _____ / /
City Clerk Date

(SEAL)

APPROVED AS TO FORM:

_____ / /
City Attorney Date

(Notice: The signatures of the Contractor's officers on this contract must be acknowledged before a notary.)

By _____
_____/ /
Title Date

By _____
_____/ /
Title Date

ACKNOWLEDGMENT

State of California)
County of)

On _____ before me, _____
personally appeared _____

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

WITNESS my hand and official seal.

Signature _____

(SEAL)

EXHIBIT A
Bid Schedule

Item	Description	Unit of Measure	Quantity	Unit Price
1	Traffic Control	LS	1	\$11,000.00
2	Changeable Message Boards	EA	2	\$2,000.00
3	Slurry Seal	SF	50,000	\$0.58
4	Asphalt Grinding	LF	2,500	\$4.00
5	Sign	EA	130	\$235.00
6	Striping Detail 9	LF	400	\$1.00
7	Striping Detail 12	LF	6,260	\$1.00
8	Striping Detail 22	LF	3,400	\$2.00
9	Striping Detail 27B	LF	370	\$1.00
10	Striping Detail 29	LF	2,800	\$4.00
11	Striping Detail 38	LF	1,153	\$2.00
12	Striping Detail39	LF	24,700	\$1.20
13	Striping Detail 39A	LF	2,630	\$1.00
14	Striping 12" Crosswalk/Limit Line	LF	266	\$4.50
15	Bike Lane Buffer Striping	LF	500	\$4.50
16	Marking – Legends and Arrows	SF	2,786	\$4.50
17	Remove Pavement Marking	EA	40	\$20.00



City of Sunnyvale

Agenda Item

14-0809

Agenda Date: 9/30/2014

REPORT TO COUNCIL

SUBJECT

Rejection of Proposal Received in Response to Request for Proposals No. F14-85 for Design and Construction Support Services for Mary Avenue Bicycle Lanes

REPORT IN BRIEF

Approval is requested to reject the one proposal received in response to Request for Proposals No. F14-85 for design and construction support services for Mary Avenue Bicycle Lanes (Public Works Project No. TR-14/02-15).

ENVIRONMENTAL REVIEW

N/A

BACKGROUND AND DISCUSSION

This project will resurface approximately three miles of asphalt pavement on Mary Avenue between Fremont Avenue and Maude Avenue, and reconfigure the roadway striping to accommodate bicycles. The scope of work for this contract is for the consultant to evaluate and recommend the most cost effective rehabilitation treatments for the identified street segments, prepare contract documents suitable for construction bidding in the Spring of 2015, and provide construction support.

The pavement rehabilitation will include asphalt grinding, spot reconstruction, and new pavement resurfacing. Additional work will include minor concrete improvements, signage modification, modifications to existing traffic signal hardware, new video detection for bikes and motorists, landscaped concrete median island modification, new green bike lanes per Federal Highway Administration (FHWA) guidelines, crack sealing and repair, traffic striping and adjustment of utility boxes to the finished grade.

Request for Proposal (RFP) specifications were prepared by Public Works and Purchasing staff. RFP No. F14-85 was directly distributed to three Bay Area transportation firms and posted on the Demandstar public procurement network. Eighteen firms requested RFP documents. One proposal in the amount of \$262,500 was received on July 6 from Bellecci & Associates (who partnered with TJKM Transportation Consultants).

The RFP response recommended landscaping, geotechnical engineering, and surveying services which were not outlined in the RFP, which added scope and costs beyond what staff anticipated for project design. Several efforts were made by both parties to align the proposal scope and cost with the City's expectations, but these proved to be unsuccessful. Staff recommends rejecting the one proposal received for the project. The scope of work can then be modified to provide additional clarity, and the RFP reissued with the intent of receiving competitive proposals.

FISCAL IMPACT

A total of \$772,150 is budgeted for design and construction in Capital Project 830760 (Mary Avenue Bicycle Lanes), which is funded by a combination of Transportation Development Act grant funds through the Santa Clara Valley Transportation Authority Bicycle Expenditure Program and Traffic Impact Fees on new development. Modifications to the scope of work should result in more favorable pricing such that design and construction can be completed with available budgeted funding.

PUBLIC CONTACT

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

RECOMMENDATION

Reject the proposal received in response to Request for Proposals No. F14-85.

Prepared by: Pete Gonda, Purchasing Officer
Reviewed by: Grace K. Leung, Director, Finance
Reviewed by: Kent Steffens, Director, Public Works
Reviewed by: Robert A. Walker, Assistant City Manager
Approved by: Deanna J. Santana, City Manager



City of Sunnyvale

Agenda Item

14-0827

Agenda Date: 9/30/2014

REPORT TO COUNCIL

SUBJECT

Approval of Budget Modification No. 17 to Provide Funding for Temporary Planning Staff and Authority to Modify Contracts (F15-17)

REPORT IN BRIEF

Council approval is requested for Budget Modification No. 17 to provide \$300,000 over the next two years for temporary planning staff due to increased workloads and vacancies. Approval is also requested to delegate authority to the City Manager to modify contracts awarded in conjunction with this request, as more fully explained below.

ENVIRONMENTAL REVIEW

N/A.

BACKGROUND AND DISCUSSION

Development activity in Sunnyvale has been trending up for the past four years and is expected to continue at a high level for the next several years. This reflects the strength of the Silicon Valley economy and Sunnyvale's desirability as a place for business and residential growth. This growth is represented by both new development as well as investments to modernize existing older buildings. Additional resources are needed in the Planning Division in order to keep pace with the increased number, scope and complexity of permit applications. The current situation has been complicated by key staffing vacancies that staff is actively trying to recruit for in an already competitive market.

Staff has identified a number of firms who can provide on-call temporary planning service over the next two years. In order to ensure the best level of availability to meet workload demands, four on-call contracts would likely be issued under the City Manager's award authority, each one estimated at \$70,000. If viable temporary staff could not be selected through the consulting firms for whatever reason, the contracts would be adjusted downward in order to hire qualified temporary employees directly through the City's Department of Human Resources. Additional administrative support would be required as well, estimated at \$20,000, which could be separately procured through a temporary staffing firm or through Human Resources.

Based on resource availability and fit, once awarded, the staffing contracts may need to be amended. In the event a particular contract amendment exceeds the Council approval threshold of \$100,000, staff is requesting pre-approval for the City Manager to execute the amendment(s), so long as there is corresponding decrease to one or more of the other contracts such that the total appropriation of \$300,000 is not exceeded.

FISCAL IMPACT

Staff is requesting approval of Budget Modification No. 17 to appropriate \$300,000 to flexibly respond

to the demand for increased services which cannot be accommodated at the existing staffing level.

Because the request for additional resources is related to development activity, staff recommends providing funding from the Development Enterprise Fund Reserve. The Fund was established with the FY 2014/15 Adopted Budget to separately track development related revenues and expenses. Therefore, these costs will be absorbed by fees paid by users of these services.

Additionally, while the Finance Department is still in the process of closing FY 2013/14, it is clear that Development Enterprise Fund revenues ended higher than anticipated, so this appropriation can be made without a significant impact to the fund's fiscal health. Currently, revenues are expected to end FY 2013/14 approximately \$1.1 million higher than planned.

Budget Modification No. 17 has been prepared to effectuate the changes discussed above.

**Budget Modification No. 17
FY 2014/15**

	Current	Increase/ (Decrease)	Revised
Development Enterprise Fund			
<u>Expenditures</u>			
New Project - Community Development Department Temporary Planning Services	\$0	\$300,000	\$300,000
<u>Reserves</u>			
Development Enterprise Reserve	\$6,613,397	(\$300,000)	\$6,313,397

PUBLIC CONTACT

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

RECOMMENDATION

1) Approve Budget Modification No. 17 to appropriate \$300,000 to a special project for temporary planning services; and 2); Delegate authority to the City Manager to amend resultant contract(s) to a level greater than \$100,000 so long as there is a corresponding decrease to the other contracts and the total appropriation of \$300,000 is not exceeded.

Prepared by: Pete Gonda, Purchasing Officer

Reviewed by: Grace K. Leung, Director of Finance

Reviewed by: Teri Silva, Director of Human Resources

Reviewed by: Hanson Hom, Director of Community Development

Reviewed by: Robert A. Walker, Assistant City Manager

Approved by: Deanna J. Santana, City Manager



City of Sunnyvale

Agenda Item

14-0828

Agenda Date: 9/30/2014

REPORT TO COUNCIL

SUBJECT

Award of Contract to Purchase Chlorine for the Water Pollution Control Plant (F15-16)

REPORT IN BRIEF

Council approval is requested to award a contract in the amount of \$125,000 to Sierra Chemical Company of Sparks, Nevada to supply elemental (liquid) chlorine for use by the Sunnyvale Water Pollution Control Plant (WPCP or Plant). Approval is also recommended to delegate authority to the City Manager to renew the contract for up to two additional one-year periods, subject to available funding, operational need and acceptable pricing/service.

BACKGROUND AND DISCUSSION

Chlorine is used by the WPCP to disinfect the treated wastewater prior to discharge in the Moffett channel, or for reuse in the City's recycled water system. Pathogen reduction through disinfection is required by WPCP's National Pollutant Discharge Elimination System (NPDES) permit that specifies water quality requirements for discharge of treated wastewater. If the Plant fails to meet these requirements at any time the City may be subject to penalties and/or administrative orders.

The Plant currently uses elemental chlorine, which is stored under pressure as a liquid and converted to a gaseous state. Gaseous chlorine is highly volatile and is no longer in widespread use (Sunnyvale and Sacramento are the only known jurisdictions in Northern California who utilize gaseous chlorine). A capital project to convert from gaseous to liquid-only chlorine will be bid this fiscal year, but the current process will remain in place until the new system can be commissioned (at the earliest in FY 2015/16).

A competitive bid to establish the current contract was issued in October 2011. Sierra Chemical was the only bidder, and is the only known provider of elemental chlorine in the region. It is highly unlikely that the City will receive competitive bids from other firms, so an exemption from competitive bidding is recommended in this instance. Section 2.08.070 of the Municipal Code allows for such a bid exemption.

ENVIRONMENTAL REVIEW

N/A.

FISCAL IMPACT

The current contract (which expires November 17, 2014) was established at \$110,000, and Sierra Chemical has requested a \$40 per ton price increase, from \$540/one-ton cylinder to \$580, or an increase of 7.4%. This is due to increasing production, transportation and regulatory costs. Although the increase equates to approximately \$118,000 for the new one-year period, an amount of \$125,000 is requested due to anticipated fluctuations in chemical usage. Budgeted funds are available in

operating program 365 (Wastewater Management).

PUBLIC CONTACT

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

RECOMMENDATION

1) Award a contract to Sierra Chemical Company in the amount of \$125,000; and 2) Delegate authority to the City Manager to renew the contract for up to two additional one-year periods, provided the operational need exists, budgeted funding is available and pricing/service remain acceptable.

Prepared by: Pete Gonda, Purchasing Officer

Reviewed by: Grace K. Leung, Director, Department of Finance

Reviewed by: John Stuffelbean, Director, Environmental Services Department

Reviewed by: Robert A. Walker, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Draft Blanket Purchase Order



City of Sunnyvale
California

Draft Blanket Purchase Order NO

BL005709

ORDERED FROM 07024 - 001 Sierra Chemical Co 2302 Larkin Circle Sparks, NV 89431 (775) 358-0888	ORDER DATE	BILL TO: City of Sunnyvale Finance Department Accounts Payable PO Box 3707 Sunnyvale, CA 94088-3707
	EFFECTIVE DATE 11/18/2014	
	EXPIRATION DATE 11/17/2015	
	CONTRACT AMOUNT \$125,000.00	
REQUISITIONING DEPARTMENT (9042) ESD/WPCP - Operations	FOB DEST	FREIGHT CHARGES Destination, freight included in price
	PAYMENT TERMS N/30	BID NO

ITEM	DESCRIPTION	UNIT	UNIT COST
1	Provide Liquid Chlorine for a one year period as needed by the City of Sunnyvale Water Pollution Control Plant. Pricing per letter dated 8/18/2014. Liquid Chlorine, one ton cylinder, \$580.00/Ton Ship to: City of Sunnyvale WPCP 1444 Borregas Avenue Sunnyvale, CA 94089 This order cancels and replaces BL004999 Purchase Requisition # RQ013111 Awarded by City Council 9/30/2014, RTC 14- 0828	DLR	\$1.0000

AUTHORIZED DEPARTMENT(S)		
NO	DEPT NAME	RELEASE AMT
9042	ESD/WPCP - Operations	\$125,000.00

DOCUMENT TERMS

This purchase order is subject to the City of Sunnyvale Standard Terms and Conditions for the Purchase of Goods, dated 10/8/2010, a copy of which is attached and incorporated by reference (Form #TCBPO-G). Invoices must be sent directly to Accounts Payable by mail to the address above or by e-mail to accountspayable@sunnyvale.ca.gov and must reference the purchase order number. Failure to comply will result in a delay in payment processing.



BUYER:

Howard, Dreama

PHONE (408) 730-7396

FAX (408) 730-7710

SIERRA CHEMICAL Co.



A CARUS COMPANY

2302 LARKIN CIRCLE
SPARKS, NEVADA 89431
PHONE (775) 358-0888
FAX (775) 358-0987
www.caruscorporation.com
www.sierrachemsales.com

Aug 18, 2014

Ms. Dreama Howard
City of Sunnyvale
650 West Olive Avenue
Sunnyvale, CA 94086
dhoward@sunnyvale.ca.gov

Re: Contract Extension - Price Increase Notification – Chlorine BL004999

Dear Ms. Howard,

We are in receipt of your request to extend the current chlorine contract. Please be advised that Sierra Chemical is making formal notification of the new pricing structure for the 2014/2015 season. The new pricing is due to the manufacturer increased cost due to production, transportation & regulatory costs. Also, I have attached a copy of the supplier price increase letter for your review.

Proposed Price: Nov 18, 2014 – Nov 17, 2015

\$580.00/Ton

Please let me know if there are any questions.

Best regards,

Ronald Espalin
Commercial Manager





City of Sunnyvale

Agenda Item

14-0838

Agenda Date: 9/30/2014

REPORT TO COUNCIL

SUBJECT

Authorization to Accept \$651,000 Contract to Administer Workforce Investment Act Operations for the County of San Mateo

BACKGROUND

The North Valley (NOVA) Workforce Investment Board (WIB) and the San Mateo County Workforce Investment Board share many common characteristics in demographics, workforce needs and industry mix, with each offering unique expertise targeting higher-skilled and disadvantaged workers, respectively. For this reason, NOVA has worked in collaboration with the San Mateo County WIB on a number of projects in recent years and many of its residents have sought out NOVA's ProMatch program for dislocated workers from the professional fields. In addition, NOVA and the San Mateo County WIB have jointly applied for and implemented several grant opportunities in the past. With the growing trend in regionalism, collaboration among local WIBs is not only encouraged by the State and U.S. Department of Labor, but will now be required under the new federal Workforce Innovation and Opportunity Act.

Recently, San Mateo County decided to outsource the administration and provision of its Workforce Investment Act (WIA) responsibilities. After lengthy deliberations between NOVA's Director Kris Stadelman and her San Mateo counterpart Nicole Pollack, San Mateo formally asked NOVA to administer its WIA operations.

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

N/A

DISCUSSION

San Mateo County is seeking a contract for NOVA to assume responsibility for oversight and administration of all WIA services, on behalf of the County of San Mateo, including: programmatic and fiscal monitoring; oversight functions of all five service provider contractors including two one-stop center operators and three youth program providers; Rapid Response functions; and regional and community collaboration with San Mateo County community stakeholders. The contract is in the amount of \$651,000 and the term of the contract is November 1, 2014 through June 30, 2015.

Entering into this new contract with San Mateo County would improve the services provided to San Mateo County customers and would not impact the exceptional services NOVA directly provides to job seekers and employers, on behalf of the seven-city consortium, at the NOVA Job Center in Sunnyvale. This partnership would also better position NOVA for the requirements expected from the new federal Workforce Innovation and Opportunity Act pertaining to regional planning.

At the August 20 meeting, the NOVA Workforce Board Executive Committee, on behalf of the full Board, approved NOVA pursuing administrative contracts with San Mateo County.

FISCAL IMPACT

NOVA is resourced primarily by Federal funds which are allocated to the local areas within the State by the Employment Development Department of the State of California. No city of Sunnyvale funding is given to NOVA. Funding for this contract is from the federal Workforce Investment Act funds allocated to San Mateo County. Since funds are obligated to programs only based upon appropriations, sufficient Workforce Investment Act funds will exist to cover the contractual obligations. If funding is cut, then contract services will be accordingly reduced.

PUBLIC CONTACT

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

RECOMMENDATION

Authorize NOVA to accept a \$651,000 contract with San Mateo County to administer Workforce Investment Act operations in San Mateo County through June 30, 2015.

Prepared by: Eileen Stanly, Analyst

Reviewed by: Stephen Quick, Manager of Business Operations, NOVA Workforce Services

Reviewed by: Robert A. Walker, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. NOVA-San Mateo Contract

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
City of Sunnyvale, North Valley Job Training Consortium (NOVA)**

THIS AGREEMENT, entered into this _____ day of _____ ,
20_____, by and between the COUNTY OF SAN MATEO, hereinafter called
“County,” and the City of Sunnyvale NOVA, hereinafter called “Contractor”;

W I T N E S S E I H:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the County is a designated Local Workforce Investment Area (LWIA) as defined and funded by the Workforce Investment Act of 1998 hereinafter called “WIA”;

WHEREAS, the County has subgrant agreements with the State of California that define and fund the required services to be provided within the LWIA and has the responsibility to ensure the effective delivery of those services;

WHEREAS, it is necessary and desirable that the Contractor be retained for the purpose of providing Administrative and Program Management to the other subgrantees who are under contract to the County and to directly provide the Rapid Response and Layoff Aversion services to LWIA as defined by the WIA

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO
AS FOLLOWS:**

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

Attachment I – 504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed six hundred fifty one thousand dollars (\$651,000).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from November 1, 2014 through June 30, 2015.

This Agreement may be terminated by Contractor, the County Manager, or his designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

7.1 General Hold Harmless. Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A) injuries to or death of any person, including Contractor or its employees/officers/agents; (B) damage to any property of any kind whatsoever and

to whomsoever belonging; (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for County's own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Workers' Compensation and Employer's Liability Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.
- (2) **Liability Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability

insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include:

- | | | |
|-----|---|-------------|
| (a) | Comprehensive General Liability | \$1,000,000 |
| (b) | Motor Vehicle Liability Insurance | \$1,000,000 |
| (c) | Professional Liability. | \$1,000,000 |

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A. *General non-discrimination.* No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.
- B. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.
- C. *Section 504 of the Rehabilitation Act of 1973.* Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.
- D. *Compliance with County's Equal Benefits Ordinance.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

☒ Contractor complies with Chapter 2.84 by:

- ☐ Offering the same benefits to its employees with spouses and its employees with domestic partners.
- ☐ Offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit

to an employee with a spouse.

- ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

E. *Discrimination Against Individuals with Disabilities.* The Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.

F. *History of Discrimination.* Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

G. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation; and/or
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this Section and/or to set off all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

12. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

13. Retention of Records, Right to Monitor and Audit

(a) Contractor shall maintain all required records for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit of County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State, and local agencies, and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized

representatives, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

14. Merger Clause & Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

County of San Mateo
County Manager's Office
Workforce and Economic Development Division
Nicole Pollack, Director of Workforce and Economic Development
2500 Middlefield Road
Redwood City, CA 94063
650-599-5985

Email: Npollack@smcgov.org

In the case of Contractor, to:

City of Sunnyvale
North Valley Job Training Consortium (NOVA)
Stephen Quick, Manager of Business Operations
505 West Olive Avenue, Suite 550
Sunnyvale, CA 94086
408-730-7232
Squick@novaworks.org

17. Electronic Signature

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☐ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____

Clerk of Said Board

City of Sunnyvale, NOVA

Contractor's Signature

Date:_____

(Revised 7/1/13)

Exhibit A
Description of Services to be Performed by Contractor

In consideration of the payments set forth in Exhibit B, Amount and Method of Payment, Contractor shall provide the following services:

The scope of work includes providing program management and technical support of all WIA services on behalf of the County of San Mateo for the services resourced by the Fiscal Year 2014-15 funding.

Programmatic Monitoring and Fiscal Auditing

Programmatic and fiscal functions include but are not limited to the following:

- Oversight of all fiscal management, budget, general accounting, and cash management for WIA programs in accordance with WIA law and regulations.
- Maintain appropriate separation of accounting duties in accordance with Generally Accepted Government Accounting Practices.
- Maintain current policy and procedures for administrative, financial and procurement activities in accordance with WIA regulations.
- Monitor One-Stop Provider sub-recipient contracts and certify compliance with WIA.
- NOVA is not responsible for monitoring findings discovered in services or management that occurred prior to this contract.
- Provide oversight for inventory control and records using Generally Accepted Government Accounting Practices and WIA best practices.
- Comply with audit requests and maintain records and responses. Ensure compliance within audit parameters. This includes planning for audits and investigations, establishing systems and procedures for monitoring and safeguarding resources to prevent critical findings, taking immediate action to alleviate any concerns on behalf of the auditors and the County, and responding to reports and recommendations in a timely manner.
- Work with One-Stop Providers to achieve the performance mandated by the contract between San Mateo County and the State of California
- Complete all State reporting as required by WIA.
- Assist County to fulfill all County required reporting requirements.
- Perform management information system (MIS) functions to ensure participant data accuracy in State system.

One-Stop Oversight Functions

- Monitor all program contractors including WIA One-Stop operators and Youth contractors.
- Ensure that all fiscal responsibilities are met in accordance with WIA such as the 25% training obligation, and the 80% program expenditure requirements.
- Provide technical assistance and training to sub-contractors.
- Attend community meetings to develop a seamless One-Stop system.

- Partner with community based organizations and community colleges to develop innovative strategies that assist the local businesses and job seekers within the region.
- Assure that One Stops are in compliance with all federal and state regulations.
- Ensure all data is entered timely into state technology systems.
- Manage all Individual Training Account (ITA) expenditures and ensure customers are receiving appropriate choices as to training vendors.
- Monitor supportive services to meet the needs of customers most able to benefit.
- Manage all ETPL functions on behalf of training providers in the County of San Mateo.
- Manage the appropriate customer flow of core, intensive, and training services as provided by WIA.
- Monitor to ensure that all customers within the County of San Mateo have access to One-Stop services and are being served based on their individual needs. This will include working with providers to differentiate services for low- income adults, dislocated workers, business, and youth.
- Serve to assist customers with grievances in accordance with federal and state laws and regulations.
- Ensure that customers, vendors, and business partners with disabilities are able to easily access services.
- Complete performance reports, analyze data, and prepare and implement recommendations to maintain or improve performance in accordance with WIA.

Rapid Response Functions

- Respond to businesses that have submitted WARN notifications in the County of San Mateo.
- Provide service presentations to employees affected by reduction in force or mass layoff notices.
- Assist businesses and employees with layoff aversion strategies to prevent dislocation from employment.
- Complete all required state and federal forms and reports.
- Attend regional meetings regarding rapid response activities.

Regional and Community Collaboration

- Attend regional and community partnerships meetings to represent the needs of the County of San Mateo workforce
- Provide support to regional partners that are submitting applications for grant funding
- Participate in regional workforce efforts with other LWIBs
- Include the County of San Mateo and operate on its behalf for any new grant funding
- Positively represent the County of San Mateo with elected officials interested in workforce development policies and projects

Exhibit B
Amount and Method of Payment

In consideration of the services provided by Contractor pursuant to Exhibit A, **Description of Services to be Performed by Contractor**, and subject to the terms of the Agreement, County shall pay Contractor based on the following schedule and terms:

This agreement includes Program Management and Technical support services from NOVA to the San Mateo WIA Subgrantees. The contract will not exceed \$651,000.

NOVA will invoice the County twice per month on the 1st and on the 15th. Invoices will include a list of services delivered, the time frame in which those services were delivered, and the number of hours worked. Each invoice will divide charges among the various WIA allocations (Adult, Dislocated Worker, Youth and Rapid Response) according to the way in which services were delivered for that month.

Terms are Net 30.

Services will be 100% funded by the San Mateo County Workforce and Economic Development program.

Submit the invoice to:

County of San Mateo
County Manager's Office
Workforce and Economic Development
Financial Management Unit
455 County Center, 4th Floor Procurement Division
Redwood City, CA 94063
Attention: Diana Lao, Senior Accountant



City of Sunnyvale

Agenda Item

14-0839

Agenda Date: 9/30/2014

REPORT TO COUNCIL

SUBJECT

Award of Bid No. PW15-02 for Pavement Repair Digouts and Finding of CEQA Categorical Exemption

REPORT IN BRIEF

Approval is requested to award a construction contract in the amount of \$397,400 to O'Grady Paving, Inc. of Mountain View for Pavement Repair Digouts (Public Works Project No. ST-14/06-14).

Approval is also requested for a 10% construction contingency in the amount of \$39,740 for the project.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) determination for this project is a categorical exemption pursuant to Class 1, Section 15301(c) for the rehabilitation of existing streets with no expansion of existing use.

BACKGROUND AND DISCUSSION

Capital Project 825290 (Pavement Rehabilitation) provides for ongoing roadway infrastructure rehabilitation, with the funds being utilized to accelerate street repairs to return the average Pavement Condition Index (PCI) of City streets to a level of 80 or more. Each year the Department of Public Works pavement operations staff surveys a portion of the City's streets and inputs the data in the City's pavement management system to produce a list of potential repairs.

During this year's survey, several locations were identified for localized spot repairs to the roadway surface (called pavement "digouts"). This allows for a cost effective way to address specific problem areas rather than resurfacing the entire roadway surface. Construction for these areas generally includes localized excavation and replacement of base and/or asphalt concrete, depending on the nature of the issue. The project scope also includes traffic loop replacement, striping, and crack sealing in the affected areas.

Locations for this project include segments of Crossman Avenue between Caribbean Drive and Moffett Park Drive, Mary Avenue between Evelyn Avenue and Maude Avenue, Moffett Park Drive between Mathilda Avenue and Innsbruck Drive, Moffett Park Drive between Orleans Drive and Caribbean Drive, and Wolfe Road between Fair Oaks Avenue and Arques Avenue.

This project was bid as follows:

Bid Notice: Advertised in The Sun on July 25, 2014;
 Provided to 18 Bay Area Builder's Exchanges;
 Posted on Onvia Demandstar public procurement network; and

Published on the City's website.

Bid Response: 13 contractors requested bid documents.

Bid Results: Sealed bids were publicly opened on August 13, 2014;
Four responsive bids were received.

The lowest responsive and responsible bid was from O'Grady Paving, Inc. in the amount of \$397,400. The bid amount is approximately 8% below the engineer's estimate of \$433,000. The Bid Summary is attached.

FISCAL IMPACT

Project costs are as follows:

Construction	\$397,400
Construction contingency (10%)	<u>\$39,740</u>
Total costs	\$437,140

Budgeted funds are available in Capital Project 825290 (Pavement Rehabilitation), funded by the General Fund, the SB83 VRF Road Improvement Fund and the Gas Tax Fund.

PUBLIC CONTACT

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

RECOMMENDATION

1) Award a contract, in substantially the same form as Attachment 2 and in the amount of \$397,400, to O'Grady Paving, Inc. for the subject project, and authorize the City Manager to execute the contract when all the necessary conditions have been met, 2) Approve a 10% construction contingency in the amount of \$39,740, and 3) Make a finding of CEQA categorical exemption pursuant to Section 15301(c) for the rehabilitation of existing streets with no expansion of existing use.

Prepared by: Pete Gonda, Purchasing Officer
Reviewed by: Grace K. Leung, Director, Finance
Reviewed by: Kent Steffens, Director, Public Works
Reviewed by: Robert A. Walker, Assistant City Manager
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Bid Summary
2. Draft General Construction Contract

BID SUMMARY

Attachment 1

	<u>Invitation for Bids No. PW15-02</u>								
	<u>Pavement Repair Digouts</u>								
	<u>Public Works Project No. ST-14/06-14</u>								
Bidder		O'Grady Paving, Inc	G. Bortolotto & Co.	Interstate Grading	C.F. Archibald Paving				
Address		2513 Wyandotte Street	582 Bragato Road	128 So. Maple Ave	P.O. Box 37				
		Mt. View, CA 94043	San Carlos, CA 94070	So. San Francisco, CA	Redwood City, CA 94064				
Contact		Craig Young	Robert Bortolotto	H. Michael Pariani	Curtis Archibald				
Bid Items									
1. Mobilization	Lump sum	\$5,000.00	Lump sum	\$11,111.11	Lump sum	\$16,000.00	Lump sum	\$25,000.00	
2. Traffic Control	Lump sum	\$22,000.00	Lump sum	\$31,068.28	Lump sum	\$34,000.00	Lump sum	\$25,000.00	
3. Message Boards	Lump sum	\$10,000.00	Lump sum	\$10,000.00	Lump sum	\$700.00	Lump sum	\$7,500.00	
4. Pavement Repair	\$5.75/SF	\$345,000.00	\$6.37/SF	\$382,200.00	\$6.65/LF	\$399,000.00	\$6.90/SF	\$414,000.00	
5. Type A Loops	\$700/EA	\$2,100.00	\$800/EA	\$2,400.00	\$650/EA	\$1,950.00	\$650/EA	\$1,950.00	
6. Type C Loops	\$1,300/EA	\$2,600.00	\$639/EA	\$1,278.00	\$1,200/EA	\$2,400.00	\$1,200/EA	\$2,400.00	
7. Type E Loops	\$700/EA	\$700.00	\$777/EA	\$777.00	\$650/EA	\$650.00	\$650/EA	\$650.00	
8. Striping/Marking	Lump sum	\$10,000.00	Lump sum	\$11,805.00	Lump sum	\$9,000.00	Lump sum	\$8,755.00	
BID TOTAL		\$397,400.00		\$450,639.39		\$463,700.00		\$485,255.00	
Surety		10% Bid Bond	10% Bid Bond	10% Bid Bond	10% Bid Bond				
License		Class "A"	Class "A"	Class "A"	Class "A"				
Subs		Chrisp - Striping	Chrisp - Striping	Chrisp - Striping	Chrisp - Striping				
		LIR, Inc. - Electrical	LIR, Inc. - Loops	LIR, Inc. - Loops	LIR, Inc. - Loops				

**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 O'GRADY PAVING, 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, "Pavement Repair Digouts, Project No. ST-14/06-14, Invitation for Bids No. PW15-02", including; 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 consist(s) of asphalt concrete digout repairs at various streets throughout the City within the limits as shown on Appendix D of the Technical Specifications. In addition, traffic loop replacement, striping, crack sealing and repair; shall be completed according as called for, and in the manner designated in, and in strict conformity with, the Specifications prepared by CSG Consultants, Inc. and adopted by the Owner. These Plans and Specifications are entitled respectively, Pavement Repair Digouts, Project No. ST-14/06-14.

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. The Owner agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum Three Hundred Ninety Seven Thousand Four Hundred and No/100 Dollars (\$397,400.00) 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 forty (40) 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 for Breach, etc. 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. Transmission of notice by facsimile or by telephone may be deemed sufficient if the requirement for written notice is waived, in writing, by the receiving party. Notices delivered in person shall be deemed communicated as of actual receipt. Notices sent by mail or courier service shall be deemed communicated as of three days after mailing or dispatch, unless that date is a date on which there is no mail or delivery service, in which case communication shall be deemed to occur the next mail service or delivery day. The burden of proof of compliance with this requirement for written notice shall be on the sending party. 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: O'Grady Paving, Inc.
 Attn: Craig E. Young, VP
 2513 Wyandotte Street
 Mountain View, CA 94043

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

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

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

15. Insurance. Contractor shall not commence work under this Contract until all insurance required under this paragraph has been obtained and such insurance has been approved by the Owner, nor

shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractor shall furnish the Owner with satisfactory proof of the carriage of insurance required, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract and particularly Paragraph 16 hereof. Any policy of insurance required of the Contractor under this Contract shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to the Owner of any pending change in the limits of liability or of any cancellation or modification of the policy. Insurance carrier shall be California-admitted.

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

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

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

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

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

16. 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, fifty dollars (\$50.00) 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 twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, in accordance with Labor Code Section 1776(g).

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 City's Website at http://sunnyvale.ca.gov/DoingBusiness.aspx#Prevailing_Wage. 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 fifty dollars (\$50.00) 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 One Thousand and No/100 (\$1,000.00) 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. Additional Provisions.

None.

(Notice: The signatures of the Contractor's officers on this contract must be acknowledged before a notary.)

ACKNOWLEDGMENT

State of California)
County of)

On _____ before me, _____
personally appeared _____

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

WITNESS my hand and official seal.

Signature _____

(SEAL)

EXHIBIT A
Bid Schedule

Item	Description	Unit of Measure	Quantity	Unit Price
1	Mobilization	LS	1	\$5,000.00
2	Traffic Control	LS	1	\$22,000.00
3	Changeable Message Boards Per Week	LS	1	\$10,000.00
4	Pavement Repair – 6” Digouts	SF	60,000	\$5.75
5	Traffic Loop Detectors Replacement Type A	EA	3	\$700.00
6	Traffic Loop Replacement – Type C (Bike)	EA	2	\$1,300.00
7	Traffic Loop Replacement – Type E	EA	1	\$700.00
8	Striping and Markings	LS	1	\$10,000.00



City of Sunnyvale

Agenda Item

14-0840

Agenda Date: 9/30/2014

REPORT TO COUNCIL

SUBJECT

Award of Contract for Asphalt Patch Truck (F15-06)

REPORT IN BRIEF

Approval is requested to award a contract to Big Valley Ford of Stockton in the amount of \$130,571 excluding sales tax, for one asphalt patch truck for use by the Department of Public Works

ENVIRONMENTAL REVIEW

N/A

BACKGROUND AND DISCUSSION

The routine replacement of maintenance equipment is required based on hours of operation, equipment condition, operational costs, years of service and the financial capacity of the City. The requested equipment is an H.D. Industries hot asphalt patch truck mounted on a Ford F-750 chassis. The replaced patch truck is used approximately 4-5 hours per day to transport hot asphalt to street repair crews throughout the City. The existing unit has been in daily service for the past fourteen years and has accumulated over 9,500 hours of operation. It is now approaching the end of its useful life. This patch truck is scheduled for replacement during FY 2014/2015.

Bid specifications were prepared by the Fleet Services Division. Purchasing staff issued Invitation for Bids No. F15-06, which was broadcast to potential suppliers through the City's Onvia DemandStar public procurement network. Sealed bids were received and publicly opened on August 20, 2014. Bid tabulation is attached for the four bids that were received. One firm submitted two bids for two different models.

FISCAL IMPACT

The total purchase price of the new unit, excluding sales tax is \$130,571. Budgeted funds are available in the Fleet Equipment Replacement Account.

PUBLIC CONTACT

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

RECOMMENDATION

Award a contract in the amount of \$130,571 in substantially the same form as the attached draft purchase order, to Big Valley Ford for one asphalt patch truck.

Prepared by: Pete Gonda, Purchasing Officer
Reviewed by: Grace K Leung, Director of Finance
Reviewed by: Kent Steffens, Director of Public Works
Reviewed by: Robert A. Walker, Assistant City Manager
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Bid Tabulation
2. Draft Purchase Order

F15-06				
ASPHALT PATCH TRUCK				
Responsive Bidders				
<i>Bidder</i>	Big Valley Ford	MME	Nixon Egli Co.	Nixon Egli Co.
<i>Address</i>	3282 Auto Center Circle	1930 W. Winton Ave.	800 East Grant Line Road	800 East Grant Line Road
	Stockton, CA	Hayward, CA.	Tracy, CA	Tracy, CA
<i>Contact</i>	Doug Subke	Tim Moore	Michael Knight	Michael Knight
Pricing				
Asphalt Patch Truck	\$130,560.00	\$132,373.28	\$134,931.00	\$136,052.30
Tire fee	\$10.50	\$10.50	\$10.50	\$10.50
Sub Total	\$130,570.50	\$132,383.78	\$134,941.50	\$136,062.80
Sales Tax	\$11,424.92	\$11,582.66	\$11,807.38	\$11,905.50
GRAND TOTAL	\$141,995.42	\$143,966.44	\$146,748.88	\$147,968.30



ORDERED FROM 20688 - 001 (209) 870-4473 Big Valley Ford 3282 Auto Center Cir Stockton CA 95212	ORDER DATE 08/26/2014	BILL TO: City of Sunnyvale Finance Department Accounts Payable PO Box 3707 Sunnyvale, CA 94088-3707
	DELIVERY DATE 02/28/2015	
	PAYMENT TERMS N/30	
	BID NO/RFQ NO	
DELIVER TO DPW/Ops - Fleet Services 221 Commercial St Sunnyvale CA 94085 Phone: (408) 730-7570	FOB POINT DEST	FREIGHT CHARGES Destination, freight included in price
	REQ. NO RQ013151	REQUISITIONER: PGONDA
	CHARGE/OBJ CODE(S): 020700 5135 \$130,570.50	

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
1	Purchase order to provide one asphalt patch truck to the City of Sunnyvale. Specifications, terms and conditions are per Invitation For Bid F15-06 and bidder's response which is incorporated herein by this reference.	30560.00	DLR	\$1.0000	\$130,560.00
2	Tire Fee	10.50	DLR	\$1.0000	\$10.50

Amount does not reflect applicable taxes.

TOTAL \$130,570.50

Document Terms:

Invoices must be sent directly to Accounts Payable by mail to the address above or by e-mail to accountspayable@sunnyvale.ca.gov and must reference the purchase order number. Failure to comply will result in a delay in payment processing.

This purchase order is subject to the City of Sunnyvale Standard Terms and Conditions for the Purchase of Goods, dated 10/8/2010, a copy of which is attached and incorporated by reference (Form #TCPO-G).



BUYER:

Cornejo, Perry

PHONE (408) 730-7572

FAX (408) 730-7710



City of Sunnyvale

Agenda Item

14-0841

Agenda Date: 9/30/2014

REPORT TO COUNCIL

SUBJECT

Award of Contracts for Public Safety Uniforms and Equipment (F14-94)

REPORT IN BRIEF

Approval is requested to award two (2) three-year contracts, each with an option to renew for two additional one-year periods, subject to available funding and acceptable pricing and service, for uniforms and equipment required by the Department of Public Safety (DPS).

Staff recommends awarding the three-year contracts to Summit Uniforms of San Jose, as the primary supplier of uniforms, in an amount not-to-exceed \$400,000, and LC Action Police Supply of San Jose, as the primary supplier of equipment, in an amount not-to-exceed \$200,000. Should the contracts be renewed after the initial three-year term, neither purchase order will exceed the annual budgeted amounts for each renewal period.

ENVIRONMENTAL REVIEW

N/A

BACKGROUND AND DISCUSSION

The Department of Public Safety provides uniforms and related equipment for Public Safety Officers pursuant to the City's Memorandum of Understanding (MOU) with the Public Safety Officers Association and in compliance with the Department of Public Safety General Orders Manual. Uniforms are also provided to some non-sworn employees working in support functions such as Animal Control, Crime Prevention, Property and Evidence, and Records, and to staff in the Division of Fire & Environmental Services and Community Services Officers. In addition to uniforms, equipment such as holsters, belts, batons, handcuffs, and ballistic vests are purchased.

The competitive bid conducted for the new contracts (Invitation for Bids No. F14-94) was a cooperative effort of the City of Sunnyvale and the City of Milpitas. The City of Sunnyvale was the lead agency, consolidating information from the participating agencies and coordinating the bidding process. Bid specifications were prepared by Sunnyvale Public Safety and Purchasing staff and Milpitas Police, Fire, and Purchasing staff.

The Invitation for Bids (IFB) was posted on the Onvia DemandStar public procurement network and directly provided to known safety uniform suppliers in the area. Two responsive bids were received, from Summit Uniform and LC Action Police Supply. As can be seen in the Bid Summary in Attachment 1, both firms bid on the equipment items, but only Summit Uniforms bid on the uniforms and tailoring services. LC Action Police Supply was the low bidder on most of the equipment items. Staff recommends awarding contracts to both bidders, based on pricing and availability of bid items. The City of Milpitas will award separate contracts to one or both bidders.

FISCAL IMPACT

Budgeted funds are available in operating program 477 (Public Safety Administrative Services), and in special projects for Recruitment, Selection and Training of Public Safety Officers.

PUBLIC CONTACT

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

RECOMMENDATION

1) Award a three-year contract, in substantially the same form as the Draft Purchase Order presented as Attachment 2 and in an amount not to exceed \$400,000 to Summit Uniforms; 2) Award a three-year contract, in substantially the same form as the Draft Purchase Order presented as Attachment 3 and in an amount not to exceed \$200,000 to LC Action Police Supply; and 3) Delegate authority to the City Manager to renew the Purchase Orders for two additional one-year periods, not-to-exceed budgeted amounts, if pricing and services are acceptable to the City.

Prepared by: Pete Gonda, Purchasing Officer

Reviewed by: Grace K. Leung, Director, Finance

Reviewed by: Frank Grgurina, Chief of Public Safety

Reviewed by: Robert A. Walker, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Bid Summary
2. Draft Purchase Order to Summit Uniforms
3. Draft Purchase Order to LC Action Police Supply

Invitation for Bids No. F14-94									
Public Safety Uniforms & Equipment									
Bid Summary									
		LC Action Police Supply				Summit Uniforms			
		1088 N First St				545-A Meridian Ave			
		San Jose CA 95112				San Jose CA 95126			
		Stacy Moore				Patrick Earnshaw			
		408-294-2677				408-293-8633			
DESCRIPTION	SPECIFICATIONS	COMMENTS OR OTHER BRAND OFFERED	UNIT COST YEAR ONE	UNIT COST YEAR TWO	UNIT COST YEAR THREE	COMMENTS OR OTHER BRAND OFFERED	UNIT COST YEAR ONE	UNIT COST YEAR TWO	UNIT COST YEAR THREE
ASP BATON 26"	ASP, 26" - No substitutions	ASP 52611	64.35	Not to exceed 5% increase upon documented manufacturers' cost increase for all items bid.			79.00	79.00	79.00
ASP BATON HOLDER	ASP	ASP 52633	28.39				39.00	39.00	39.00
BADGE HOLDER	Dutyman	Dutyman 5304 Round badge holder	6.02			Strong 80747-273	24.00	24.00	24.00
BALLISTIC VEST	Second Chance- SM01-3A00S-SM01 - No substitutions	As specified	725.00				799.00	799.00	799.00
BALLISTIC VEST COVERS	Second Chance - No substitutions	As specified	60.00				60.00	60.00	60.00
BATON HOLDER	Bianchi 7313	Bianchi 7313	9.59			No longer makes			
BATON RING	Bianchi	Bianchi 7904	5.80				12.00	12.00	12.00
BELT, DUTY	BAM 7950, 1137	Bianchi 7950	32.70				55.00	55.00	55.00
BELT, DUTY	Bianchi 7980	Bianchi 7980	32.70				55.00	55.00	55.00
BELT, DUTY	Bianchi Buckleless 7970	Bianchi 7970	39.77				69.00	69.00	69.00
BELT, DUTY	Bianchi Sam Browne 7960	Bianchi 7960	38.88				69.00	69.00	69.00
BELT, DUTY	Bianchi Nylon, 7200	Bianchi 7200	27.77				49.00	49.00	49.00
BELT, DUTY	Bianchi Accumold, Webgear	Bianchi 7210 Duty belt	19.94			Bianchi 7203	38.00	38.00	38.00
BELT, PANTS	Bianchi 7205	Bianchi 7205	15.40				25.00	25.00	25.00
BELT, PANTS	Bianchi, Garrison B8V	Safariland 51 garrison belt	19.69			No longer makes			
BELT, PANTS	Bianchi Accumold, Webgear	Bianchi 7210 Duty belt	19.94			Bianchi 7205	25.00	25.00	25.00
BELT, SWAT	Bianchi Web Belt	Bianchi 7202 1.75" belt	21.46			Bianchi 7203	38.00	38.00	38.00
BLOUSING BANDS	Vanguard Coast Guard Boot Bands	Blousing bands	4.95				2.00	2.00	2.00
BOOTS, MOTOR	Dehner		NO BID			All American 905L	389.00	389.00	389.00
BOOTS, POLICE ACAD.	Thorogood 834-6111		NO BID				169.00	169.00	169.00
BOOTS, POLICE ACADEMY	Rocky 5066	Rocky Boot 5066	129.00						
CAP, BASEBALL, BLUE WITH PATCH (Civilian)	Richardson 514		NO BID				16.00	16.00	16.00
CAP, DRESS	Hankin		NO BID				99.00	99.00	99.00
CHEST PROTECTOR, MFF	Hatch Centurion	Hatch CDX2500 chest/shoulder	84.57				89.00	89.00	89.00
DIGITAL RECORDER POUCH	Bianchi 7303	Bianchi 7303	12.12				19.00	19.00	19.00
DOUBLE MAG POUCH	Bianchi 7302	Bianchi 7302	18.06				32.00	32.00	32.00
DOUBLE MAG POUCH	Bianchi Threat III, 7922	Bianchi 7922	18.43				32.00	32.00	32.00
DOUBLE MAG POUCH	Bianchi 7902, 1138	Bianchi 7902	23.23				39.00	39.00	39.00
ELBOW PADS, MFF	Hatch Centurion NE35	Hatch NE35	7.50				14.00	14.00	14.00
FLASHLIGHT W/CONE & A/C CHARGER	Pelican 8060 - No substitutions	Pelican 8060 + 80520R	132.07				149.00	149.00	149.00
FLASHLIGHT HOLDER	Bianchi 7909	Bianchi 7909	5.05				9.00	9.00	9.00
FLASHLIGHT HOLDER, BIANCHI, #7311	Bianchi 7311	Bianchi 7311	13.88				25.00	25.00	25.00
FLEX CUFFS, MFF	Plastic Zip-Tie	Safariland 8210, 10/pk	7.87			each	1.00	1.00	1.00

DESCRIPTION	SPECIFICATIONS	COMMENTS OR OTHER BRAND OFFERED	UNIT COST YEAR ONE	UNIT COST YEAR TWO	UNIT COST YEAR THREE	COMMENTS OR OTHER BRAND OFFERED	UNIT COST YEAR ONE	UNIT COST YEAR TWO	UNIT COST YEAR THREE
FOREARM PADS, MFF	Hatch Centurion	Hatch FP100 forearm	15.82			FP100	16.00	16.00	16.00
GEAR BAG, MFF	Hatch M2	Hatch M2 bag	45.47				69.00	69.00	69.00
GLOVES, MFF	Hatch Centorian	Hatch MP100 gloves	56.53				39.00	39.00	39.00
GLOVES, WHITE PROCESSIONAL	Vanguard	White parade gloves	4.99				6.00	6.00	6.00
HANDCUFF CASE, DOUBLE	Bianchi 7917	Bianchi 7917	21.09				39.00	39.00	39.00
HANDCUFF CASE, DOUBLE, WEBGEAR	Bianchi 7317	Bianchi 7317	17.17				29.00	29.00	29.00
HANDCUFF CASE, SINGLE	Bianchi 7900	Bianchi 7900	17.42				32.00	32.00	32.00
HANDCUFF KEY, HEAVY DUTY	Bianchi Accumold 7916	Bianchi 7916	13.26			Key holder	28.00	28.00	28.00
HANDCUFF/MAG COMBO, PADDLEBACK	Bianchi, Blk Leather -to fit 9mm, .40 & .45 cal Glock	Bianchi 45 mag/cuff	34.34				59.00	59.00	59.00
HANDCUFFS, CHAINED	Peerless Chrome - No substitutions	Peerless 700	21.80				32.00	32.00	32.00
HANDCUFFS, HINGED	Peerless Chrome	Peerless 801	30.60				48.00	48.00	48.00
HASHMARK	Embroidered sleeve, various colors as needed		NO BID				2.00	2.00	2.00
HAT, SWAT (CAMO)	Richardson		NO BID						
HAT, CAMPAIGN	Stratton S-40DB	Stratton at S40DB	89.00				79.00	79.00	79.00
HAT, DRESS	Lancaster		NO BID						
HAT, DRESS, CHIEF ONLY (CUSTOM SCRAMBLE)	Lancaster		NO BID			Hankin	149.00	149.00	149.00
HELMET COVER, TRUSPEC	Tru Spec 5937	Truespec 5937	8.96				10.00	10.00	10.00
HELMET, MOTORCYCLE	Shoei RJ-Platinum Air LE	Shoei RJ Platinum Air LE	499.00				399.00	399.00	399.00
HOLSTER PANCAKE (for Glock 9mm, 40 & 45)	Bianchi 60 / 83	Bianchi Shadow 7	32.70				59.00	59.00	59.00
HOLSTER, SWAT, TACTICAL THIGH	Safariland 6004	Safariland 6004 no light	108.33				149.00	149.00	149.00
HOOD, SWAT, BLK, NOMEX	Hatch MT2000	Hatch NH2500 nomex hood	9.47			NH2500	15.00	15.00	15.00
INSIGNIA PINS, ETC (DESCRIBE) Large LT. Bars	Vanguard	Large LT bars	12.99				11.00	11.00	11.00
INSIGNIA PINS, ETC (DESCRIBE) Small LT. Bars	Vanguard	Small LT bars	12.99				9.00	9.00	9.00
JACKET, BICYCLE, BLK (Liner & Custom Print)	Mocean 2150 Avalanche w/reflect tape		NO BID				239.00	239.00	239.00
JACKET, DUTY	Blauer 6120		NO BID				149.00	149.00	149.00
JACKET, GANG UNIT/RAID	Royal Blue poly unlined windbreaker		NO BID				39.00	39.00	39.00
JACKET, IKE	Sinatra		NO BID				279.00	279.00	279.00
JACKET, RAID	Royal Blue poly unlined windbreaker		NO BID				39.00	39.00	39.00
JACKET, RECORDS, FORMAL, BLU, POLYWOOL	Lady Edwards Security Guard Blazer		NO BID				149.00	149.00	149.00
KEEPERS, BAM, 4-PACK	Bianchi 7906	Bianchi 7906	7.32				14.00	14.00	14.00
KEEPERS, BIANCHI NYLON	Bianchi 7406	Bianchi 7406	6.95				14.00	14.00	14.00
KEY STRAP, BAM, SILENT	Bianchi 7916	Bianchi 7916	13.26				28.00	28.00	28.00
KEY STRAP, WEBGEAR	Bianchi 7316	Bianchi 7316	11.49				23.00	23.00	23.00
KNEE PADS, MFF	Centurion 250	Hatch KP250 knee pads	13.98			KP250	22.00	22.00	22.00
LANYARD (Whistle)	Windsor Whistle		NO BID				2.00	2.00	2.00
NAMETAG METAL (LIST SIL/BLK, SIL/BLU, OR GLD/BLU)	Classic	Blackinten J1 name bar	14.00				12.00	12.00	12.00
NAMETAG, PLASTIC EXPLORER	Eddie		NO BID			Classic	12.00	12.00	12.00
NAMETAPE, CLOTH	Eddie		NO BID				8.00	8.00	8.00
NUMBERTAPE, CLOTH, BLK/SIL	Eddie		NO BID				8.00	8.00	8.00
O.C. HOLDER	Bianchi 7907	Bianchi 7907	16.79				29.00	29.00	29.00

DESCRIPTION	SPECIFICATIONS	COMMENTS OR OTHER BRAND OFFERED	UNIT COST YEAR ONE	UNIT COST YEAR TWO	UNIT COST YEAR THREE	COMMENTS OR OTHER BRAND OFFERED	UNIT COST YEAR ONE	UNIT COST YEAR TWO	UNIT COST YEAR THREE
O.C. HOLDER, BAM, OPEN TOP	Bianchi 7908	Bianchi 7908	13.51				24.00	24.00	24.00
O.C. HOLDER, NYLON - OPEN	Bianchi 7308	Bianchi 7308	13.51				19.00	19.00	19.00
O.C. HOLDER, WEBGEAR - CLOSED/NYLON	Bianchi Accumold 7310	Bianchi 7310	10.10				19.00	19.00	19.00
O.C. SPRAY, MK4 & MK4C	Defence Technologies MKIV	Defense Technologies 5049	8.47				15.00	15.00	15.00
O.C. SPRAY, SMALL MK3	Defence Technologies MKIII	Defense Technologies 5039	7.55				14.00	14.00	14.00
PATCH, CLOTH STAR, CAPT	Schweizer Emblems		NO BID				4.00	4.00	4.00
PATCH, CLOTH STAR, GOLD	Schweizer Emblems		NO BID				4.00	4.00	4.00
PATCH, CLOTH STAR, LT	Schweizer Emblems		NO BID				4.00	4.00	4.00
PATCH, CLOTH STAR, PSO	Schweizer Emblems		NO BID				4.00	4.00	4.00
PATCH, CLOTH STAR, SUBDUED	Schweizer Emblems		NO BID				4.00	4.00	4.00
PATCH, CLOTH STAR, SWAT SUBDUED	Schweizer Emblems		NO BID				4.00	4.00	4.00
PATCH, FLAG	Schweizer Emblems		NO BID				4.00	4.00	4.00
PATCH, MOTOR WHEEL, SET	Schweizer Emblems		NO BID				10.00	10.00	10.00
PATCHES, CLOTH 'POLICE' STAR	Schweizer Emblems		NO BID				4.00	4.00	4.00
PATCHES, DPS PATROL	Schweizer Emblems		NO BID				4.00	4.00	4.00
PATCHES, EXPLORER	Schweizer Emblems		NO BID				4.00	4.00	4.00
RADIO HOLDER	Bianchi 7923	Bianchi 7923	24.49				42.00	42.00	42.00
RADIO HOLDER	Bianchi Universal 7914S	Bianchi 7324 ?	29.79				49.00	49.00	49.00
RADIO HOLDER	Bianchi 7324	Bianchi 7324	17.80				29.00	29.00	29.00
RAIL MOUNTED LIGHT POUCH	Bianchi 7327	Bianchi 7327	10.48				19.00	19.00	19.00
RAINGEAR, ANIMAL CONTROL	Blauer 9691 (No "Police" on back)		NO BID			With hood	279.00	279.00	279.00
RAINGEAR, JACKET	Blauer 9691		NO BID			With hood	279.00	279.00	279.00
RAINGEAR, BLAUER, JACKET, CSO	BLAUER 233R with hood		NO BID				169.00	169.00	169.00
RAINGEAR, PANTS	5.11 48057		NO BID				119.00	119.00	119.00
RAINGEAR, HOOD	Blauer (w/Jacket)		NO BID				20.00	20.00	20.00
SHIN GUARDS, MFF	Hatch Centurion		NO BID			TS70	59.00	59.00	59.00
SHIRTS, ANIMAL CONTROL, S/S TAN W/W SHIRT	Flying Cross 69R6604		NO BID				49.00	49.00	49.00
SHIRTS, ANIMAL CONTROL, L/S TAN W/W SHIRT	Flying Cross 19W6604		NO BID				59.00	59.00	59.00
SHIRTS, BIKE, POLO, BLK W/ NAMETAPE	Blauer 8130		NO BID				59.00	59.00	59.00
SHIRTS, CADET, L-SLEEVE, TAN, CLOTH	Dickies Poly Cotton RN20967		NO BID				29.00	29.00	29.00
SHIRTS, CADET, S-SLEEVE, TAN, CLOTH	Dickies Poly cotton		NO BID				25.00	25.00	25.00
SHIRTS, CPA/AN.CONTROL, L-SLEEVE, TAN, POLY	Flying Cross 19W6604		NO BID				59.00	59.00	59.00
SHIRTS, CPA/ANM.CONTROL, S-SLEEVE, TAN, POLY	Flying Cross 69R6604		NO BID				49.00	49.00	49.00
SHIRTS, CSI/K-9, L-SLEEVE, BLU, BDU	Blauer 8703		NO BID				54.00	54.00	54.00
SHIRTS, CSI/K-9, S-SLEEVE, BLU, BDU	Blauer 8713		NO BID				49.00	49.00	49.00
SHIRTS, EXPLORER, L-SLEEVE, LITE BLUE	Blauer 8431		NO BID			Elbeco 878	44.00	44.00	44.00
SHIRTS, EXPLORER, S-SLEEVE, LITE BLUE	Blauer 8421		NO BID			Elbeco 868	39.00	39.00	39.00
SHIRTS, FIRE BLAUER, L-SLEEVE, BLU	Blauer 8255, women's sizes available		NO BID				59.00	59.00	59.00
SHIRTS, FIRE BLAUER, S-SLEEVE, BLU	Blauer 8256, women's sizes available		NO BID				54.00	54.00	54.00
SHIRTS, FIRE COMMAND, WHITE, L/S	Flying Cross 45W6600		NO BID				59.00	59.00	59.00

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SHIRTS, FIRE COMMAND, WHITE, S/S	Flying Cross 95R6600		NO BID				49.00	49.00	49.00
SHIRTS, FIRE PREVENTION, WHITE L/S	Elbesco 877		NO BID				44.00	44.00	44.00
SHIRTS, FIRE PREVENTION, WHITE S/S	Elbesco 867		NO BID				39.00	39.00	39.00
SHIRTS, INCLEMENT WEATHER	Blauer 8703		NO BID				54.00	54.00	54.00
SHIRTS, MANAGER,RECORDS & DISPATCH, L/S	Elbeco Paragon Plus 811, 867		NO BID				44.00	44.00	44.00
SHIRTS, MANAGER,RECORDS & DISPATCH, S/S	Elbeco Paragon Plus 801, 877		NO BID				39.00	39.00	39.00
SHIRTS, MFF, L/S, BLK	Propper 2412		NO BID			5.11 74003	54.00	54.00	54.00
SHIRTS, NV/PEO, L/S, LIGHT BLUE	Flying Cross 45W6625		NO BID				59.00	59.00	59.00
SHIRTS, NV/PEO, S/S, LIGHT BLUE	Flying Cross 95R6625		NO BID				49.00	49.00	49.00
SHIRTS, PATROL, L-SLEEVE, 100% WOOL	Flying Cross 20W9586		NO BID				89.00	89.00	89.00
SHIRTS, PATROL, L-SLEEVE, POLYESTER,	Flying Cross 48W6686		NO BID				59.00	59.00	59.00
SHIRTS, PATROL, S-SLEEVE, 100% WOOL	Flying Cross 70R9586		NO BID				79.00	79.00	79.00
SHIRTS, PATROL, S-SLEEVE, POLYESTER,	Flying Cross 98R6686		NO BID				49.00	49.00	49.00
SHIRTS, POLICE ACADEMY (Light Blue)	Horace Small (Red Cap) Model SP56mB7		NO BID				29.00	29.00	29.00
SHIRTS, RECORDS, L-SLEEVE, WHITE	Edwards Women 5077, Men 1077		NO BID			Elbeco 801/877	44.00	44.00	44.00
SHIRTS, RECORDS, S-SLEEVE, WHITE	Edwards Women 811, Men 867		NO BID			Elbeco	39.00	39.00	39.00
SHIRTS, SWAT, COMBAT	Tru-Spec Combat Shirt 2550	Truespec 2550	54.37				74.00	74.00	74.00
SHIRTS, SWAT, MULTI-CAM	Tru-Spec 1265	Truespec 1265	54.93				74.00	74.00	74.00
SHIRTS, TAC, L-SLEEVE, BLK, BDU, W/NUMBERTAPE	Propper Ripstop	Propper 545212 BDU w/tape	25.99			5.11 74003	54.00	54.00	54.00
SHOES, BIKE	Magnum or Rocky, Quarter Length		NO BID			Reebok 8180	84.00	84.00	84.00
SHORTS, BIKE, BLK, BDU	Mocean, TR601		NO BID			Pant & short combo 2058	99.00	99.00	99.00
SHOULDER PADS, MFF/CHEST PROTECTOR	Hatch, Centurion	Hatch CDX2500 Upper body/shoulder	84.39			KPX2500	89.00	89.00	89.00
SKIRTS, RECORDS, BLU, POLY/WOOL	Edwards 9789		NO BID			No longer make			
SL 20X BATTERY	Streamlight - for SL-20X	StreamLight 20175	29.24				39.00	39.00	39.00
SL 20X W/AC CHARGER	Streamlight - for SL-20X	StreamLight 26060	96.44				129.00	129.00	129.00
SWAT, COVERED COMP LIGHT HOLDER	Bianchi	Bianchi 7911 compact light holder	16.91				19.00	19.00	19.00
SWAT, FIELD JACKET	Propper, No Patches	Propper F455025 BDU coat	18.04				159.00	159.00	159.00
SWAT, FLASHLIGHT	Stinger XT-75013 Streamlight	StreamLight 75013	91.62				129.00	129.00	129.00
SWAT, GLOVES	Hatch KSG500, Kevlar Shooting	Hatch KSG500 gloves	24.18				29.00	29.00	29.00
SWAT, JACKET	Gortex Hatch MT2000	Hatch NH2500 nomex hood - wrong item				No longer make			
SWAT, MAGAZINE POUCH	Bianchi Accumold, Close Top 7302	Bianchi 7302	7.95				29.00	29.00	29.00
SWAT, MAGAZINE POUCH	Bianchi Accumold, Open Top 7320	Bianchi 7320	16.04				29.00	29.00	29.00
SWAT, WEB BELT	Bianchi Accumold	Bianchi 7210 Duty belt	19.94				39.00	39.00	39.00
SWEATER, RECORDS, CARDIGAN, BLU	SF Knitting, 5600 Button-up		NO BID				54.00	54.00	54.00
SWEATER, RECORDS, V-NECK, BLU	SF Knitting, 6500 Button-up		NO BID				39.00	39.00	39.00
TIE CLIP	Gold or Silver, Vanguard		7.00				6.00	6.00	6.00
TIE CLIP, SUNNYVALE	Hook fast		NO BID				8.00	8.00	8.00
TIE, BLACK	S. Broome Clip-on		NO BID				7.00	7.00	7.00
TIE, BOWTIE, BLUE, SOUTHER STYLE, RECORDS	S. Broome Snap-on		NO BID				7.00	7.00	7.00
TIE, NAVY, PATROL	S. Broome Clip-on		NO BID				7.00	7.00	7.00

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TROUSERS, ANIM. CTRL, BLACK	Blauer 8810		NO BID				69.00	69.00	69.00
TROUSERS, BICYCLE, BLK	Mocean, Blk 2050		NO BID			Pant & short combo 2058	99.00	99.00	99.00
TROUSERS, BLAUER, FIRE BDU	Blauer 8215		NO BID				69.00	69.00	69.00
TROUSERS, CADET, TAN, CLOTH	Dickies 640		NO BID				29.00	29.00	29.00
TROUSERS, CPA, TAN, POLYESTER	Fechheimer 46351		NO BID			#918	69.00	69.00	69.00
TROUSERS, CSI/K-9, BLU BDU'S	Blauer 8810		NO BID				69.00	69.00	69.00
TROUSERS, FIRE PREVENTION, NAVY	Flying Cross Wool (16oz) Navy Fire Pant		NO BID				99.00	99.00	99.00
TROUSERS, MANAGER, RECORDS & DISPATCH	Flying Cross SUMTRS01		NO BID				99.00	99.00	99.00
TROUSERS, MOTOR BRITCHES	Sinatra		NO BID			United 10303	269.00	269.00	269.00
TROUSERS, PATROL, 100% WOOL	Fechheimer 32289		NO BID				99.00	99.00	99.00
TROUSERS, PATROL, POLYESTER	Fechheimer 38289		NO BID				59.00	59.00	59.00
TROUSERS, PROPERTY, 5.11 TATICAL PRO	5.11 Style# 64360, 74273	5.11 64360	34.70				69.00	69.00	69.00
TROUSERS, RECORDS, BLU, POLY/WOOL	Edwards 8783-07 or Flying Cross 39400W or 39400		NO BID			Poly rayon lycra FX39489	74.00	74.00	74.00
TROUSERS, SWAT, MULTI-CAM	Tru-Spec Tac Response Pant 1266	Truespec 1266	54.93				74.00	74.00	74.00
TROUSERS, TAC, BLK, BDU'S, SIZE-SPECIFIC	Propper 5000's		NO BID			5.11 72002	54.00	54.00	54.00
WHISTLE, BLACK	Acme, Blk Plastic	Acme black plastic	5.99				3.00	3.00	3.00
WHISTLE, CHROME	Acme, Chrome	Acme chrome	8.99				7.00	7.00	7.00
WINDBREAKER, CHAPLAIN, W/PATCHES	Blue Polyester windbreaker, no lining		NO BID				39.00	39.00	39.00

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MILPITAS-ONLY ITEMS									
PANTS, MENS, MIDNIGHT BLUE	Workrite #400NX75 Nomex		NO BID				99.00	99.00	99.00
SHIRT, MENS, SHORT SLEEVE, MIDNIGHT BLUE	Workrite #730NX45 Nomex		NO BID				84.00	84.00	84.00
SHIRT, MENS, LONG SLEEVE, MIDNIGHT BLUE	Workrite #735NX45 Nomex		NO BID				99.00	99.00	99.00
PANTS, WOMENS, MIDNIGHT BLUE	Workrite #401NX75		NO BID				99.00	99.00	99.00
SHIRT, WOMENS, SHORT SLEEVE, MIDNIGHT BLUE	Workrite #731NX45		NO BID				84.00	84.00	84.00
SHIRT, WOMENS, LONG SLEEVE, MIDNIGHT BLUE	Workrite		NO BID				99.00	99.00	99.00
ALTERATIONS/REPAIRS									
Cut tails			NO BID				10.00		
Dart back			NO BID				15.00		
Hash marks			NO BID				2.00		
Re-hem pants			NO BID			No charge	N/C	N/C	N/C
Remove hash marks			NO BID			No charge	N/C	N/C	N/C
Remove patches			NO BID			No charge	N/C	N/C	N/C
Sew patches - jacket			NO BID			No charge	N/C	N/C	N/C
Sew patches - shirt			NO BID			No charge	N/C	N/C	N/C
Shorten crotch			NO BID				15.00	15.00	15.00
Shorten sleeves			NO BID				10.00	10.00	10.00
Take in sides			NO BID				15.00	15.00	15.00
Take in sides & sleeves			NO BID				15.00	15.00	15.00
Take in waist/let out waist			NO BID			No charge	N/C	N/C	N/C
Zippers in customer's garments			NO BID				12.00	12.00	12.00
<i>Custom Alterations</i>	<i>Per 1/2 hour</i>		NO BID				20.00	20.00	20.00
	<i>Per hour</i>		NO BID				40.00	40.00	40.00
* No charge for patches or star									
* All uniforms must have employee ID#									



ORDERED FROM 07675 - 002 (408) 293-8633 Summit Uniforms 545 A Meridian Ave San Jose, CA 95126	ORDER DATE	BILL TO: City of Sunnyvale Finance Department Accounts Payable PO Box 3707 Sunnyvale, CA 94088-3707
	EFFECTIVE DATE 11/1/2014	
	EXPIRATION DATE 10/31/2017	
	CONTRACT AMOUNT \$400,000.00	
REQUISITIONING DEPARTMENT (8000) DPS/Admin	FOB	FREIGHT CHARGES
	PAYMENT TERMS N/30	BID NO

ITEM	DESCRIPTION	UNIT	UNIT COST
1	Blanket order for the purchase of Department of Public Safety uniforms and equipment, as required by the City of Sunnyvale in accordance with the specifications, terms and conditions of Invitation for Bids F14-94 and vendor's response, attached and incorporated by this reference. Requisition No. RQ012714 Awarded by Council 9/30/2014, RTC No. 14-0841.	DLR	\$1.0000

AUTHORIZED DEPARTMENT(S)		
NO	DEPT NAME	RELEASE AMT
8000	DPS/Admin	\$400,000.00
8007	DPS/Property	\$400,000.00

DOCUMENT TERMS This purchase order is subject to the City of Sunnyvale Standard Terms and Conditions for the Purchase of Goods, dated 10/8/2010, a copy of which is attached and incorporated by reference (Form #TCBPO-G). Invoices must be sent directly to Accounts Payable by mail to the address above or by e-mail to accountspayable@sunnyvale.ca.gov and must reference the purchase order number. Failure to comply will result in a delay in payment processing.
--

BUYER: Dietz, Noel PHONE (408) 730-7399 FAX (408) 730-7710



ORDERED FROM 01051 - 001 LC Action Police Supply 1088 N 1st St San Jose, CA 95112-4922 (408) 294-2677	ORDER DATE	BILL TO: City of Sunnyvale Finance Department Accounts Payable PO Box 3707 Sunnyvale, CA 94088-3707
	EFFECTIVE DATE 11/1/2014	
	EXPIRATION DATE 10/31/2017	
	CONTRACT AMOUNT \$200,000.00	
REQUISITIONING DEPARTMENT (8000) DPS/Admin	FOB	FREIGHT CHARGES
	PAYMENT TERMS N/30	BID NO

ITEM	DESCRIPTION	UNIT	UNIT COST
1	Blanket order for the purchase of Department of Public Safety uniforms and equipment, as required by the City of Sunnyvale in accordance with the specifications, terms and conditions of Invitation for Bids F14-94 and vendor's response, attached and incorporated by this reference. Requisition No. RQ012714 Awarded by Council 9/30/2014, RTC No. 14-0841.	DLR	\$1.0000

AUTHORIZED DEPARTMENT(S)		
NO	DEPT NAME	RELEASE AMT
8000	DPS/Admin	\$200,000.00
8007	DPS/Property	\$200,000.00

DOCUMENT TERMS

This purchase order is subject to the City of Sunnyvale Standard Terms and Conditions for the Purchase of Goods, dated 10/8/2010, a copy of which is attached and incorporated by reference (Form #TCBPO-G). Invoices must be sent directly to Accounts Payable by mail to the address above or by e-mail to accountspayable@sunnyvale.ca.gov and must reference the purchase order number. Failure to comply will result in a delay in payment processing.

BUYER:

Dietz, Noel

PHONE (408) 730-7399

FAX (408) 730-7710



City of Sunnyvale

Agenda Item

14-0843

Agenda Date: 9/30/2014

REPORT TO COUNCIL

SUBJECT

Reject Bids Received in Response to Invitation for Bids No. PW15-04 for Baylands Park Equipment Replacement

REPORT IN BRIEF

Approval is requested to reject the three bids received in response to Invitation for Bids No. PW15-04 for the construction of Baylands Park Equipment Replacement (Public Works Project No. PR-13/07-14).

ENVIRONMENTAL REVIEW

N/A

BACKGROUND AND DISCUSSION

The Baylands Park Equipment Replacement project consists of work to be done at three playground locations inside the park (Discovery Play Area, Owl Burrow Play Area, and Bay Breeze Play Area), and includes removal of the existing playground equipment and necessary footings, removal of the top 12" of sand surfacing materials, procurement and installation of new playground equipment, and other incidentals (such as mobilization and obtaining permits).

The project was bid as follows:

Bid Notice: Advertised in The Sun on August 1, 2014;
 Provided to 18 Bay Area Builder's Exchanges;
 Posted on Onvia Demandstar public procurement network; and
 Published on the City's Website.

Bid Response: 11 contractors requested bid documents.

Bid Results: Sealed bids were publicly opened on August 20, 2014;
 Three responsive bids were received.

The lowest responsive and responsible bid was from Hobbs Construction, Inc. of Fresno in the amount of \$261,900. The bid amount is significantly over the engineer's estimate of \$185,000 and the available project budget of \$200,000. The Bid Summary is attached. Rising labor and material costs is likely attributable to the high bid pricing.

Staff recommends rejecting the three bids received for Invitation for Bids No. PW15-04. The project scope will be decreased, only encompassing the Discovery Play Area (the largest of the three play areas from the original bid package), to be within the available budget. Replacement of the

equipment at the other play areas will be evaluated for funding during the next capital projects budget cycle.

FISCAL IMPACT

Capital Project 830280 (Sunnyvale Baylands Park Infrastructure) is budgeted in the amount of \$200,000 and is funded by the Park Dedication Fund. Rebidding the smaller scoped construction project should result in bids within the available project budget.

PUBLIC CONTACT

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

RECOMMENDATION

Reject the three bids received in response to Invitation for Bids No. PW15-04.

Prepared by: Pete Gonda, Purchasing Officer
Reviewed by: Grace K. Leung, Director, Finance
Reviewed by: Kent Steffens, Director, Public Works
Reviewed by: Robert A. Walker, Assistant City Manager
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Bid Summary

		<u>Invitation for Bids No. PW15-04</u>					
		<u>Baylands Park Equipment Replacement</u>					
		<u>Project No. PR-13/07-14</u>					
Bidder		Hobbs Construction		G&G Builders, Inc.		Geurra Construction	
Address		12357 N. Friant Road		4542 Contractors Place		984 Memorex Drive	
		Fresno, CA 93730		Livermore, CA 94551		Santa Clara, CA 95050	
Contact		Michael Hobbs		Gerard Callahan		Jaime Guerra	
Bid Items							
1. Mobilization		Lump sum	\$20,000.00	Lump sum	\$3,100.00	Lump sum	\$15,000.00
2. Demo		Lump sum	\$20,000.00	Lump sum	\$18,646.00	Lump sum	\$80,000.00
3. Playground Equip		Lump sum	\$220,900.00	Lump sum	\$243,445.00	Lump sum	\$210,000.00
4. Permits		Lump sum	\$1,000.00	Lump sum	\$3,729.00	Lump sum	\$16,100.00
BID TOTAL			\$261,900.00		\$268,920.00		\$321,100.00
Surety		10% Bid Bond		10% Bid Bond		10% Bid Bond	
License		Class "A"		Class "A"		Class "A"	
Subs		NONE Listed		Weslyn - Demo		Playgrounds Unltd. -	
						Install Play Equipment	



City of Sunnyvale

Agenda Item

14-0813

Agenda Date: 9/30/2014

REPORT TO COUNCIL

SUBJECT

City of Sunnyvale 2014 Conflict of Interest Code Biennial Notice

DISCUSSION

The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially to determine if the Code is accurate, or alternatively, that the Code must be amended. The Conflict of Interest Code was last reviewed in 2012 and amended November 13, 2012 by Resolution 556-12 (Attachment 1).

The Political Reform Act requires that no later than October 1 of each even-numbered year, each agency must submit to its code-reviewing body a notice indicating whether or not an amendment is necessary. It has been determined that amendments to the City's Conflict of Interest Code, designated positions and/or disclosure categories are necessary. Within 90 days of Council receiving the City's Conflict of Interest Code Local Agency Biennial Notice (Attachment 2), the proposed revisions to the Code (Attachment 3) will be brought back to City Council for review and action. The review period provides officers, employees, members, consultants of the agency and residents of the City adequate notice to present their views.

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, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's website.

RECOMMENDATION

Review the Conflict of Interest Code Biennial Notice (Attachment 2) pursuant to state law and direct staff to return to Council within 90 days a resolution amending the Conflict of Interest Code to include proposed revisions to designated City positions as submitted (Attachment 3).

Prepared by: Kathleen Franco Simmons, City Clerk

Reviewed by: Robert A. Walker, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Resolution No. 556-12 Amending the Conflict of Interest Code, November 13, 2012
2. 2014 Local Agency Biennial Notice

3. Conflict of Interest Code Designated Positions proposed revisions (redline)

RESOLUTION NO. 556-12

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE AMENDING RESOLUTION NO. 458-10
DESIGNATING POSITIONS FOR WHICH CONFLICT OF
INTEREST FILINGS ARE REQUIRED**

WHEREAS, the City of Sunnyvale has previously adopted a Conflict of Interest Code in compliance with the provisions of the Political Reform Act, Government Code §81000, *et seq.*, by incorporating, by reference, California Code of Regulations §18730, along with the attached Appendix designated Exhibit "A," in which officials and employees of the City of Sunnyvale are designated and disclosure categories are set forth to constitute the Conflict of Interest Code of the City of Sunnyvale; and

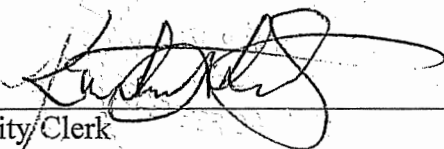
WHEREAS, the City Council has reviewed and considered administratively suggested changes to the Appendix listing designated positions of City officials and employees along with assigned disclosure categories;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYVALE THAT it amends the Appendix to the City's Conflict of Interest Code as set forth in Exhibit "A" attached hereto and incorporated herein. Designated officials and employees shall file Statements of Economic Interests in compliance with the provisions of California Code of Regulations §18730(b)(4)(A).

Adopted by the City Council at a regular meeting held on November 13, 2012, by the following vote:

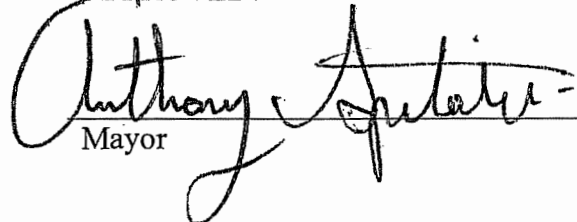
AYES: GRIFFITH, WHITTUM, SPITALERI, MOYLAN, MARTIN-MILIUS, DAVIS
NOES: MEYERING
ABSTAIN: NONE
ABSENT: NONE

ATTEST:



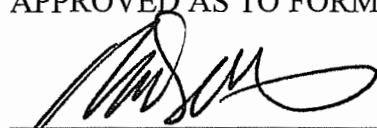
City Clerk
(SEAL)

APPROVED:



Mayor

APPROVED AS TO FORM AND LEGALITY:



Michael D. Martello, Interim City Attorney

EXHIBIT “A”

**CITY OF SUNNYVALE – CONFLICT OF INTEREST CODE
DESIGNATED CITY POSITIONS REQUIRED TO FILE**

(Pursuant to Resolution)

Position	Disclosure Category
Accountant/Treasury	1
Administrative Analyst/Public Works Property Management	1
Administrative Assistant	1
Administrative Librarian	1
Administrative Services Manager	1
Affordable Housing Manager	1
Applications Development Manager	1
Assistant Buyer	2
Assistant City Attorney	1
Assistant City Engineer	1
Assistant City Manager	1
Assistant Director of Public Works/City Engineer	1
Assistant to the Director of Parks / Recreation	1
Assistant Planner	1
Associate Planner	1
Budget Manager	1
Building Inspector	1
Buyer	1
City Clerk	1
City Property Administrator	1
Civil Engineer	1
Communications Officer	1
Community Resources Manager	1
Deputy City Attorney	1
Deputy City Clerk	1
Deputy Communications Officer	1
Director of Community Development	1
Director of Environmental Services	1
Director of NOVA Workforce Services	1
Director of Human Resources	1
Director of Information Technology	1
Director of Library and Community Services	1
Director of Public Safety	1
Director of Public Works	1
Economic Development Manager	1
Employment Training Manager	1
Environmental Engineering Coordinator	2
Treasury Manager	1
Fire Protection Inspector	3
Fleet Manager	2

Golf Operations Manager	2
Hazardous Materials Coordinator	3
Hazardous Materials Inspector	3
Housing Analyst	1
Housing Officer	1
Housing Technician	1
Human Resources Analyst	1
Human Resources Manager	1
Environmental Compliance Inspector	3
Information Technology Services Manager	1
Library Circulation Manager	1
Management Analyst	1
Manager of Business Operations	2
Manager of Job Seeker Services	1
Neighborhood Preservation Manager	1
Onizuka BRAC Project Manager	1
Operations Manager	3
Parks Manager	2
Permit Technician	1
Permit Center Coordinator	1
Plan Check Engineer	1
Plan Checker	1
Planning Officer	1
Principal Buyer	1
Principal Human Resources Analyst	1
Principal Planner	1
Principal Storekeeper	1
Program Quality and Operations Manager	2
Public Safety Captain	1
Public Safety Deputy Chief	1
Public Works Construction Inspector	3
Public Works Supervisor	1
Purchasing Officer	1
Community Services Manager	3
Recycling Manager	1
Regulatory Programs Division Manager	1
Utility Billing Manager	1
Risk Manager	1
Senior Assistant City Attorney	1
Senior Building Inspector	1
Senior Buyer	1
Senior Engineer	1
Senior Housing Rehab Specialist	1
Senior Environmental Compliance Inspector	1
Senior Construction Inspector/Coordinator	1
Senior Management Analyst/Human Resources	1
Senior Management Analyst/Finance	1
Senior Management Analyst/Public Safety	1

Senior Management Analyst/Office of the City Manager	1
Senior Plan Check Engineer	1
Senior Planner	1
Senior Traffic/Transportation Engineer	2
Senior Transportation Planner	2
Street Operations Manager	1
Solid Waste Contract Administrator	2
Solid Waste Programs Division Manager	1
Storekeeper/Buyer	1
Storekeeper I/II	1
Superintendent of Building Inspection	1
Superintendent of Facilities Maintenance	1
Superintendent of Parks and Golf	1
Superintendent of Community Services	1
Superintendent of Public Works Operations	1
Supervising Librarian	1
Transportation and Traffic Manager	1
Urban Landscape Manager	1
Waste Water Operations Manager	1
Water and Sewer Systems Division Manager	1
Water Operations Manager	1
Water Pollution Control Lab and Pretreatment Manager	1
Water Pollution Control Maintenance and Facility Manager	1
Water Pollution Control Operations Manager	1
Water Pollution Control Plant Division Manager	1
Youth and Family Resources Manager	1
Consultants	1
Designated appointees:	
Member, Board of Building Code Appeals	1
Member, Heritage Preservation Commission	1
Member, Housing and Human Services Commission	1
State Required Filers:	
The following positions are <u>NOT</u> covered by the code because they must file under Government Code Section 87200 and are listed for informational purposes only:	
Councilmembers	1
City Attorney	1
City Manager	1
Director of Finance	1
Member, Planning Commission	1
An individual holding one of the above listed positions (State Required Filers) may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by section 87200.	

CITY'S CONFLICT OF INTEREST CODE
DISCLOSURE CATEGORIES

Category 1

A designated employee in this category must report all investments, interests in real property owned in the City of Sunnyvale, **sources of income including gifts, loans and travel payments**, and business entities in which he or she is a director, officer, partner, trustee, employee or holds any position of management.

Category 2

A designated employee in this category must report **sources of income including gifts, loans and travel payments**, and business entities in which he or she has an investment or is a director, officer, partner, trustee, employee or holds any position of management, if the business entity or source of income is of the type which has done business with the City of Sunnyvale within the previous two years.

Category 3

A designated employee in this category must report **sources of income including gifts, loans and travel payments**, and business entities in which he or she has an investment or is a director, officer, partner, trustee, employee or holds any position of management, if the business entity or source of income is of the type which within the previous two years has provided services, equipment, lease space, materials or supplies to the City.

*Consultants are included in the list of designated positions and shall disclose pursuant to Category 1, subject to the following limitation:

The city manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The city manager's determination is public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Section 81008.)

2014 Local Agency Biennial Notice

Name of Agency: City of Sunnyvale

Mailing Address: 603 All America Way

Contact Person: Kathleen Franco Simmons Phone No: (408) 730-7474

E-Mail: cityclerk@sunnyvale.ca.gov

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (check one box):

☒ **An amendment is required. The following amendments are necessary:**

(Mark all that apply.)

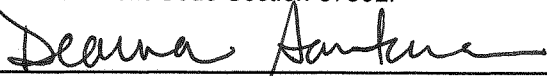
- Include new positions (including consultants) that must be designated
- Revise disclosure categories
- Revise the titles of existing positions
- Delete positions that no longer make or participate in making governmental decisions
- Other (describe) _____

☐ **The code is currently under review by the code reviewing body.**

☐ **No amendment is required.** (If your code is more than five years old, amendments may be necessary.)

Verification

This agency's conflict of interest code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions. The code includes all other provisions required by Government Code Section 87302.


Signature of Chief Executive Officer

8/20/14
Date

Complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2014**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF THE CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC

EXHIBIT "A"

CITY OF SUNNYVALE – CONFLICT OF INTEREST CODE
DESIGNATED CITY POSITIONS REQUIRED TO FILE
(Proposed changes shown in Underline and ~~Strikeout~~ text)

Position	Disclosure Category
Accountant/Treasury	1
Administrative Analyst/Public Works Property Management	1
Administrative Assistant	1
Administrative Librarian	1
Administrative Services Manager	1
Affordable Housing Manager	1
Applications Development Manager	1
Assistant Buyer	2
Assistant City Attorney	1
Assistant City Engineer	1
Assistant City Manager	1
<u>Assistant Director of Finance</u>	<u>1</u>
Assistant Director of Public Works/City Engineer	1
Assistant to the Director of Parks / Recreation	1
Assistant Planner	1
Associate Planner	1
Budget Manager	1
<u>Budget Analyst II</u>	<u>1</u>
Building Inspector	1
Buyer	1
City Clerk	1
City Property Administrator	1
Civil Engineer	1
<u>Civilian Fire Marshal</u>	<u>1</u>
Communications Officer	1
Community Resources Manager	1
<u>Community Services Manager</u>	<u>1</u>
Deputy City Attorney	1
Deputy City Clerk	1
Deputy Communications Officer	1
Director of Community Development	1
Director of Environmental Services	1
Director of NOVA Workforce Services	1
Director of Human Resources	1
Director of Information Technology	1
Director of Library and Community Services	1
Director of Public Safety	1
Director of Public Works	1
Economic Development Manager	1
Employment Training Manager	1
Environmental Compliance Inspector	3

Environmental Engineering Coordinator	2
Environmental Programs Manager	1
Fire Protection Inspector	3
Fleet Manager	2
Golf Operations Manager	2
Hazardous Materials Coordinator	3
Hazardous Materials Inspector	3
Housing Programs Analyst	1
Housing Officer	1
Housing Programs Technician	1
Human Resources Analyst	1
Human Resources Manager	1
Information Technology Services Manager	1
Library Circulation Manager	1
Management Analyst	1
Manager of Business Operations	2
Manager of Job Seeker Services	1
Neighborhood Preservation Manager	1
Onizuka BRAC Project Manager	1
Operations Manager: Facilities	3
Parks Manager	2
Permit Technician	1
Permit Center Coordinator	1
Plan Check Engineer	1
Plan Checker	1
Planning Officer	1
Principal Buyer	1
Principal Human Resources Analyst	1
Principal Planner	1
Principal Storekeeper	1
Principal Transportation Engineer/Planner	1
Program Quality and Operations Manager	2
Public Safety Captain	1
Public Safety Communications Manager	1
Public Safety Deputy Chief	1
Public Safety Records Manager	1
Public Works Construction Inspector	3
Public Works Supervisor	1
Purchasing Officer	1
Community Services Manager	3
Recycling Manager	1
Regulatory Programs Division Manager	1
Utility Billing Manager	1
Risk Manager	1
Senior Assistant City Attorney	1
Senior Building Inspector	1
Senior Buyer	1
Senior Engineer	1
Senior Housing Rehab Specialist	1

Senior Human Resources Analyst	1
Senior Environmental Compliance Inspector	1
Senior Environmental Engineer	1
Senior Construction Inspector/Coordinator	1
Senior Management Analyst/Human Resources	1
Senior Management Analyst/ Finance	1
Senior Management Analyst/Public Safety	1
Senior Management Analyst/Office of the City Manager	1
Senior Plan Check Engineer	1
Senior Planner	1
Senior Traffic/Transportation Engineer	2
Senior Transportation Planner	2
Street Operations Manager	1
Solid Waste Contract Administrator	2
Solid Waste Programs Division Manager	1
Storekeeper/Buyer	1
Storekeeper I/II	1
Superintendent of Building Inspection	1
Superintendent of Facilities Maintenance	1
Superintendent of Parks and Golf	1
Superintendent of Community Services	1
Superintendent of Public Works Operations	1
Supervising Librarian	1
Transportation and Traffic Manager	1
Treasury Manager	1
Urban Landscape Manager	1
Waste- W ater Operations Manager	1
Water and Sewer Systems Division Manager	1
Water Operations Manager	1
Water Pollution Control Lab and Pretreatment Manager	1
Water Pollution Control Maintenance and Facility Manager	1
Water Pollution Control Operations Manager	1
Water Pollution Control Plant Division Manager	1
Youth and Family Resources Manager	1
Consultants	1
Designated appointees:	
Member, Board of Building Code Appeals	1
Member, Heritage Preservation Commission	1
Member, Housing and Human Services Commission	1
State Required Filers:	
The following positions are <u>NOT</u> covered by the code because they must file under Government Code Section 87200 and are listed for informational purposes only:	
Councilmembers	1
City Attorney	1
City Manager	1
Director of Finance	1

Member, Planning Commission	1
<p>An individual holding one of the above listed positions (State Required Filers) may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by section 87200.</p>	

CITY'S CONFLICT OF INTEREST CODE
DISCLOSURE CATEGORIES

Category 1

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Category 3

A designated employee in this category must report sources of income including gifts, loans and travel payments, and business entities in which he or she has an investment or is a director, officer, partner, trustee, employee or holds any position of management, if the business entity or source of income is of the type which within the previous two years has provided services, equipment, lease space, materials or supplies to the City.

*Consultants are included in the list of designated positions and shall disclose pursuant to Category 1, subject to the following limitation:

The city manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The city manager's determination is public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Section 81008.)



City of Sunnyvale

Agenda Item

14-0902

Agenda Date: 9/30/2014

REPORT TO COUNCIL

SUBJECT

REQUEST FOR CONTINUATION to October 28, 2014 for the Introduction of an Ordinance Amending Chapter 19.44 (Signs) Of Title 19 (Zoning), Adding Chapter 9.58 (Signs On City Property) of Title 9 (Public Peace, Safety Or Welfare), and Amending Section 1.04.010 (General Penalty) of the Sunnyvale Municipal Code Related to Various Clean-Up Items and Adding Provisions for Signs on City Property

BACKGROUND

This item was originally scheduled for the City Council hearing on September 30, 2014. In order to balance the Council agenda of September 30, staff requests continuance of this item to October 28, 2014.

PUBLIC CONTACT

An action to continue a hearing to a date certain serves as required legal notice. Although not required, a revised notice will be published in the Sunnyvale SUN newspaper. Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's website.

STAFF RECOMMENDATION

In order to balance the Council agenda of September 30, 2014 staff requests continuance of this item to October 28, 2014.

Prepared by: Andrew Miner, Principal Planner

Reviewed by Trudi Ryan, Planning Officer

Reviewed by: Hanson Hom, Community Development Director

Reviewed by: Robert A. Walker, Assistant City Manager

Approved by: Deanna J. Santana, City Manager



City of Sunnyvale

Agenda Item

14-0595

Agenda Date: 9/30/2014

REPORT TO COUNCIL

SUBJECT

Approval of a Cost Sharing Agreement with the Santa Clara Valley Water District for Construction of the Wolfe Road Recycled Water Facilities, and Consideration of an Addendum to the Previously-Adopted Mitigated Negative Declaration for the Wolfe Road Recycled Water Project; Approval of an Agreement with the Santa Clara Valley Water District for Recycled Water Supply for Non-Potable Use; and Approval of the Framework for a Long-Term Integration Agreement with the Santa Clara Valley Water District to Supply Recycled Water from Sunnyvale's Wastewater Plant for Potable Water Reuse

BACKGROUND

On August 13, 2013, the City Council approved the Recycled Water Feasibility Study (RTC 13-181) outlining a strategy to expand recycled water for non-potable use. On September 24, 2013, the City Council approved a cost sharing agreement with Santa Clara Valley Water District (District) for design and engineering of the Wolfe Road Recycled Water project (RTC 13-226).

This Wolfe Road Project is one of two sub-projects that were the topic of the Council action on July 15, 2014 to apply for a \$4.0 million State grant. The second sub-project is the Continuous Recycled Water Production Project, which is being presented to Council in separate actions.

Over the last two years City staff has been negotiating with District staff on various agreements and projects to support the expansion of recycled water use for potable and non-potable applications. As a result, several action items shown in (Attachment 1) will be presented over the next year for Council consideration. Today this RTC requests Council action on the following three items:

- Draft Cost Sharing Agreement for the Construction of Wolfe Road Recycled Water Project (**Attachment 2**) as well as the associated addendum to the mitigated negative declaration (**Attachment 6**)
- Draft Recycled Water Supply Agreement (**Attachment 3**)
- Draft Framework of a Long-Term Integration Agreement to Supply Recycled Water (**Attachment 4**).

The Wolfe Road Recycled Water Project (**Attachment 5**) consists of constructing a new recycled water pipeline along Wolfe Road from Kifer Road to Homestead Road (approximately 13,500 linear feet) and performing improvements to the existing San Lucar Pump Station. The project would provide for the delivery of 0.74 million gallons a day of additional recycled water for uses within the City of Sunnyvale and adjacent communities. Potential future connections nearby include schools, parks, and the Sunken Garden Golf Course.

The project would also serve the Apple 2 Campus, which is located across Homestead Road in the

City of Cupertino. Improvements to the San Lucar Pump Station would be sized to accommodate anticipated future recycled water demands. The proposed 24 inch waterline is oversized so that it can accommodate other future applications for recycled water, such as groundwater recharge and potable reuse.

Highlights of the construction cost share agreement, as articulated in the agreement are:

- Leverages \$2.1M of Sunnyvale funds to build a \$16.25M project in Sunnyvale that benefits Sunnyvale.
- Caps the Sunnyvale contribution at \$2.1M and requires the District to cover any cost increases.
- Extends the non-potable recycled water system to the Wolfe Road corridor, allowing future connections to high demand customers such as Sunken Gardens Golf Course.
- Connects to a high profile customer (Apple) that will enhance the profile of recycled water.
- Provides a pipeline that can ultimately be used for delivery of recycled water for potable reuse.
- Establishes a partnership with the Water District that has the potential to allow repurposing of the Water Pollution Control Plant from a waste disposal facility to a resource recovery facility.
- Creates a very attractive project likely to receive State grant funding (and makes the critical continuous recycled water production project also likely to receive State grant funding).

The Recycled Water Supply Agreement (Attachment 3) describes institutional arrangements between Sunnyvale and the District for the production and supply of non-potable recycled water from the Wolfe Road recycled water facilities. It also sets criteria for water quality, quantity, and sharing revenues and operating costs.

Highlights of this water supply arrangement, as articulated in the agreement, are:

- Establishes the parameters for the operation of the Wolfe Road pipeline that are within the capabilities of the Sunnyvale system.
- Recognizes the operation of the Sunnyvale WPCP is of primary importance.
- Recognizes that the needs of existing Sunnyvale customers must be met.
- Provides for expansion to likely new Sunnyvale customers along the Wolfe Road corridor.
- Provides pricing that is beneficial to Sunnyvale by setting the price at a point that covers operational costs and allows annual rate increases.
- Establishes a clear mechanism for Sunnyvale to be reimbursed for its costs.
- Further establishes the partnership with the Water District that has the potential to allow repurposing of the WPCP from a waste disposal facility to a resource recovery facility.

The Long-Term Integration Agreement will set the stage for potential potable reuse in the future by providing options to secure recycled water for potable reuse, for discharge of brine, and to utilize land near the wastewater plant for future District water purification facilities.

Highlights of this framework arrangement, as articulated in the agreement, are:

- Provides a bridge from the Wolfe Road Construction Cost Sharing Agreement and Water Supply Agreement to the potential potable recycled water reuse agreement.

- Sets the stage for the negotiations between Sunnyvale and the District on the more important potable reuse agreements.
- Identifies the major issues to be negotiated between Sunnyvale and the District relative to potable reuse agreements.
- Allows the Council (and District Board) the opportunity to hear from staff on the proposed direction of potable reuse negotiations.
- Allows the Council (and District Board) the opportunity to provide guidance on the direction of potable reuse negotiations.
- The initial term of the Agreement is 10 years

EXISTING POLICY

General Plan Policy EM-1.2: Maximize recycled water use for all approved purposes both within and in areas adjacent to the City, where feasible.

ENVIRONMENTAL REVIEW

On September 24, 2013, the City adopted a Mitigated Negative Declaration (MND) for the Wolfe Road Recycled Water project (RTC 13-226). An Addendum to the MND has been prepared by staff (**Attachment 6**) and is presented today for Council consideration. The Addendum addresses groundwater monitoring and the impacts of the operation and maintenance of the pump station improvements. Staff has determined that these minor technical changes or additions to the MND do not involve new significant environmental impacts, or increase the severity of previously identified environmental impacts, and therefore are appropriately included in an Addendum to the MND pursuant to CEQA Guideline 15164.

DISCUSSION

Construction Cost Sharing Agreement

The purpose of the Cost Sharing agreement (Attachment 2) is to secure the District's and City's commitments to contribute to the construction of the Wolfe Road Recycled Water Project, and to set roles and responsibilities for the two agencies after the project is completed.

The construction cost of the project is estimated at \$16.25 million, with funding commitments totaling \$6.3 million (\$1.5 million from Cal Water and \$4.8 million from Apple Corporation). The City and District jointly applied for grant funding from the State Water Revolving Fund for up to \$2.5 million for this project. (The total grant application was for \$4.0 million which includes \$2.5 million for this project and \$1.5 million for a complementary project that would allow more efficient "continuous" production of recycled water at the Sunnyvale Water Pollution Control Facility.) Sunnyvale's share of the Wolfe Road Project, including design and construction, is capped at \$2.1 million with the District covering any additional costs. The previous agreement for design obligated Sunnyvale for up to \$625,000; therefore, the construction agreement has a cap of \$1,475,000 for Sunnyvale. The construction cost share agreement is contingent on the District executing funding agreements with Apple and Cal Water.

In addition to serving customers with non-potable recycled water along the Wolfe Road alignment, construction of the Wolfe Road facilities help establish a framework for potential potable reuse, including indirect potable reuse (IPR) projects in Sunnyvale and the west side of Santa Clara County. IPR is defined as reuse that has an environmental barrier, such as soil, between the wastewater

discharge and the water supply, as opposed to direct potable reuse (DPR) where there is no such barrier. The new Wolfe Road facilities will be owned by the District, and all associated operating costs will be borne by the District but carried out by Sunnyvale staff.

This project will have a traffic impact on Wolfe Road, between Central Expressway and Homestead Road which will require robust community notification and monitoring. The pre-design analysis concluded that there are no other economically feasible routes for the pipeline. All reasonable efforts will be made to minimize the impact on traffic and neighborhoods. For example, the pipeline will be placed where possible towards the center of Wolfe Road to allow at least one lane of traffic on each side. As this is one of the most heavily traveled corridors in Sunnyvale, it is expected that drivers, residents, and businesses along the way will be inconvenienced during construction. Every effort will be made to minimize any inconvenience by informing the community as early as possible before construction starts and as construction continues. The winning contractor will also be required to submit a traffic plan for City approval before commencing work.

Water Supply Agreement

The Water Supply Agreement (Attachment 3) calls for Sunnyvale to be the recycled water producer while the District, as the owner of the pipeline and pumping facilities, will take on the role of a wholesaler. The District can retail recycled water to Cal Water, Sunnyvale, and other retail water agencies. The agreement also sets the following criteria:

- Recognizes that operation of the Water Pollution Control Facility (WPCP) is a priority
- Requires Sunnyvale to maintain the Regulatory Permit
- Establishes protocols for water pressure, quality, quantity, and measurement of flows
- Establishes the operating revenue split of 60% for Sunnyvale to 40% for the District with a fixed minimum revenue for Sunnyvale and a provision that the rate charged by Sunnyvale will increase by 60% of the dollar amount the District increases groundwater charges in Sunnyvale.
- Recognizes the need to meet the recycled water demands of potential Sunnyvale recycled water customers, as envisioned in the Sunnyvale Recycled Water Feasibility Study.
- Establishes the mechanism for the District to reimburse Sunnyvale for all costs associated with operating and maintaining the new Wolfe Road facilities.
- The term of the Agreement is ten (10) years, after which it can be automatically renewed every five (5) years, unless either party provides a notice of its desire to not renew the Agreement.

Long-Term Integration Agreement Framework

The long-term recycled water integration agreement framework (Attachment 4) sets the stage for Sunnyvale to partner with the District to cost-share on the upgrade of the WPCP and develop an option to use most of the recycled water produced by Sunnyvale as a result of the upgrades (approximately 10 million gallons per day) for future potable reuse. The integration agreement would address elements of a potential future potable reuse project, including use of land, recycled water, and management of brine (which is a by-product of advanced treatment processes). The framework terms are presented as Attachment 4, which also shows terms of similar District agreements for comparison. The framework is not binding, but rather is put forth as the current concept parameters of the negotiating team, and to offer the Council and Board an opportunity to provide guidance if desired on the direction of the negotiations.

FISCAL IMPACT

The total construction cost of the Wolfe Road pipeline project is estimated at \$16,250,000, including a 15% contingency. Sunnyvale's share of the cost is up to \$2,100,000, which includes the cost of design and construction of the project. Funds are available in Capital Project 829450 - Recycled Water Interconnect.

Approving the Recycled Water Supply Agreement will make the City a wholesale recycled water provider to the District. However the agreement also limits the authority of the City Council to set wholesale recycled water rates. The agreement limits the rates in FY 2014-15 to 60% of what the district charges Cal Water or \$500.40 per acre foot, whichever is higher. To ensure that Sunnyvale continues to recover its costs of producing recycled water, starting in FY 2015-16 and every fiscal year thereafter, the wholesale rate Sunnyvale charges the District shall increase by 60% of the dollar amount the District increases its groundwater charges in the Sunnyvale service area. This arrangement will tie the increase in wholesale water costs to potable water increases. Staff anticipates that this will cover the incremental costs associated with producing recycled water for resale to the District.

PUBLIC CONTACT

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

ALTERNATIVES

1. Find that the Addendum to the Mitigated Negative Declaration for the Wolfe Road Recycled Water Project makes minor technical changes or additions to the Mitigated Negative Declaration that will not involve new significant environmental impacts or increase the severity of previously identified environmental impacts and that no further environmental review is required.
2. Authorize the City Manager to execute the Cost Sharing Agreement with the Santa Clara Valley Water, in substantially the same form as set forth in Attachment 2, for Construction of the Wolfe Road Recycled Water Facilities.
3. Authorize the City Manager to execute an Agreement with the Santa Clara Valley Water District for Recycled Water Supply for Non-Potable Use, in substantially the same form as set forth in Attachment 3.
4. Approve the Framework for a Long Term Recycled Water Integration Agreement with the Santa Clara Valley Water District, presented as Attachment 4, to Supply Recycled Water from Sunnyvale's Wastewater Plant for Potable Water Reuse.
5. Provide other direction to staff.

RECOMMENDATION

Alternatives 1, 2, 3 and 4: 1) Find that the Addendum to the Mitigated Negative Declaration for the Wolfe Road Recycled Water Project makes minor technical changes or additions to the Mitigated Negative Declaration that will not involve new significant environmental impacts or increase the severity of previously identified environmental impacts, and that no further environmental review is required; 2) Authorize the City Manager to execute the Cost Sharing Agreement with the Santa Clara Valley Water, in substantially the same form as set forth in Attachment 2, for Construction of the Wolfe Road Recycled Water Facilities; 3) Authorize the City Manager to execute an Agreement with the Santa Clara Valley Water District for Recycled Water Supply for Non-Potable Use, in substantially the same form as set forth in Attachment 3; and 4) Approve the Framework for a Long

Term Agreement with the Santa Clara Valley Water District, presented as Attachment 4, to Supply Recycled Water from Sunnyvale's Wastewater Plant for Potable Water Reuse.

Prepared by: Mansour Nasser, Water & Sewer Systems Division Manager

Reviewed by: John Stufflebean, Director of Environmental Services

Reviewed by: Kent Steffens, Director of Public Works

Reviewed by: Grace K. Leung, Director of Finance

Reviewed by: Robert A. Walker, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Council Recycled Water Actions
2. Agreement for Construction of Wolfe Road Recycled Water Project
3. Agreement for Recycled Water Supply for Non-Potable Use
4. Framework of the Long-Term Agreement to Supply Recycled Water from Sunnyvale's Wastewater Plant for Potable Water Reuse
5. Map of Wolfe Road recycled Water Project
6. Addendum to Mitigated Negative Declaration

Sunnyvale – District Recycled Water Council Actions

No.	Agreement	Description	Status
1.	Wolfe Road Design	Cost share agreement to fund the design of the Wolfe Road pipeline	September 24, 2013
2.	Budget Modification No. 5	Budget modification to WPCP Project No. 829430, to add funds to provide for the design of the Continuous Recycled Water Production sub-project	Current Action (July 29 th , 2014)
3.	HDR Contract Amendment	Contract amendment with the consultant HDR Engineering, Inc., to provide design services for the Continuous Recycled Water Project Production sub-project	Current Action (July 29 th , 2014)
4.	Wolfe Road Construction	Cost share agreement to fund the construction of the Wolfe Road pipeline	August 2014 ¹
5.	Water Supply Wolfe Road	Agreement on the production and supply of recycled water from the Wolfe Rd recycled water facilities, water quality, quantity, and sharing revenues and operating costs	August 2014 ¹
6.	Long term Integration Framework	Framework to set the stage for potential potable reuse in the future by providing options to secure recycled water for potable reuse, discharge of brine, and utilize land near the WPCP for future District water purification facilities	August 2014 ¹
7.	CEQA for MBR/RO/AOP ²	Cost share agreement for carrying the MBR as a treatment alternative in the WPCP master planning EIR and site plan to locate RO/AOP facilities	August 2014 ¹
8.	Continuous RW Production and Wolfe Road IRWMP Grant Agreements	Agreement to define roles and responsibilities and funding split of the DWR drought grant funds for the continuous recycled water and Wolfe Road projects	November 2014 ³
9.	Budget Modification No. xx	Budget modification to WPCP Project No. 829430, to add funds to provide for the construction of the Continuous Recycled Water Production sub-project	November 2014 ³
10.	Construction Contract Award for Continuous Recycled Water Production	Award of construction contract to begin construction of the improvements designed for the Continuous Recycled Water Production	April 2015 ⁴

1 – Tentative action dates – Agreement terms under negotiation

2 – Membrane Bio-Reactor, Reverse Osmosis and Advanced Oxidation Plant

3 - Tentative action dates - Pending award of the IRWMP grant, to be notified by DWR October 2014

4 – Pending award of the IRWMP grant and completion of the design

ATTACHMENT 2

WOLFE ROAD RECYCLED WATER FACILITIES PROJECT CONSTRUCTION COST SHARING AGREEMENT BETWEEN CITY OF SUNNYVALE AND THE SANTA CLARA VALLEY WATER DISTRICT

THIS WOLFE ROAD RECYCLED WATER FACILITIES PROJECT CONSTRUCTION COST SHARING AGREEMENT ("Agreement") is made and entered into as of _____ 2014 ("Effective Date"), by and between the City of Sunnyvale, a municipal corporation of the State of California ("Sunnyvale"), and the Santa Clara Valley Water District, an independent special district located in the State of California, duly organized, existing, and acting pursuant to the laws thereof ("District"). Sunnyvale and District may be referred to in this Agreement individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, at or around the time of entering into this Agreement, the Parties intend to enter into an agreement for Sunnyvale to provide the District with recycled water from Sunnyvale's Donald M. Somers Water Pollution Control Plant (the "Sunnyvale Plant") by delivering it to the Wolfe Road Recycled Water Pipeline Point of Connection; and

WHEREAS, the Sunnyvale Plant is permitted by the State of California San Francisco Bay Regional Water Quality Control Board ("Regional Board") to produce and distribute recycled water; and

WHEREAS, Sunnyvale has constructed and operates a recycled water distribution system that distributes recycled water to its customers within the City of Sunnyvale, California; and

WHEREAS, the Parties recognize that sustainable water resource management requires integration of water supply and wastewater management; and

WHEREAS, the Parties have a mutual interest in expanding the distribution of recycled water; and

WHEREAS, District's Board of Directors has reaffirmed its commitment to recycled water by passing Resolution 97-60 in support of the expanded use of recycled water; and

WHEREAS, on September 24, 2013, the Parties entered into a cost sharing agreement to equally share in the cost of the District's efforts to plan and design the Wolfe Road Recycled Water Facilities Project; and

WHEREAS, the Parties now desire to share in the cost of construction of the Wolfe Road Recycled Water Facilities Project; and

WHEREAS, the gross estimated cost to complete the construction phase of the Wolfe Road Recycled Water Facilities Project is \$16,250,000; and

ATTACHMENT 2

WHEREAS, the Parties anticipate that \$6,300,000 of said \$16,250,000 estimated cost will be funded from contributions made by Apple Computers, Inc. ("Apple") and California Water Services Company ("Cal Water"), which leaves an estimated funding need of \$9,950,000 to construct the Wolfe Road Recycled Water Facilities Project; and

WHEREAS, the District and Sunnyvale intend to jointly apply for a grant from the California Department of Water Resources' Integrated Regional Water Management Implementation Grant Program seeking \$2,500,000 of funding for the Wolfe Road Recycled Water Facilities Project; and

WHEREAS, the Parties desire that monetary amounts received from said grant, if any, be applied towards said estimated \$9,950,000 remaining funding need; and

WHEREAS, in addition to any funding that may be received from said grant, Sunnyvale desires to contribute up to \$1,475,000 towards the construction phase of the Wolfe Road Recycled Water Facilities Project, which when combined with Sunnyvale's \$625,000 financial commitment specified in the design cost sharing agreement Sunnyvale entered into with the District on September 24, 2013 constitutes a total commitment by Sunnyvale of \$2,100,000 towards the Wolfe Road Recycled Water Facilities Project; and

WHEREAS, the District intends to construct the Wolfe Road Recycled Water Facilities Project only if it receives the monetary contributions from Apple, Inc., Cal Water and Sunnyvale described above, and said construction is approved by the District Board of Directors.

AGREEMENT PROVISIONS

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

A. Purpose of Agreement

The purpose of this Agreement is to secure Sunnyvale's commitment to contribute \$1,475,000 to construct the Wolfe Road Recycled Water Facilities Project. The Agreement also specifies the Parties' efforts to secure grant funding for the construction of the Wolfe Road Recycled Water Facilities Project.

B. Definitions

1. "Eligible Costs" means the District's and Sunnyvale's costs associated with the construction of the Wolfe Road Recycled Water Facilities Project, including without limitation, the costs for materials, supplies, equipment and construction-related labor (including construction, construction project management, construction inspections, construction engineering, encroachment permit issuance, traffic coordination, and community outreach related to the impacts of the construction, legal and administrative services).
2. "Recycled Water" means disinfected tertiary recycled water that is produced at the Sunnyvale Plant and conforms to the provisions of Title 22 of the California Code of Regulations and applicable requirements of the California Environmental Protection Agency, State Water Resources Control Board.

ATTACHMENT 2

3. "Wolfe Road Recycled Water Pipeline" means the recycled water pipeline that will be constructed as part of the Wolfe Road Recycled Water Facilities Project. This recycled water pipeline will commence at a turnout connection to the Sunnyvale Recycled Water Distribution Pipeline and extend to the Homestead Crossing Recycled Water Pipeline Point of Connection as generally shown in Exhibit A of this Agreement.
4. "Wolfe Road Recycled Water Pipeline Point of Connection" means a recycled connection of the Wolfe Road Recycled Water Pipeline at the point immediately downstream of the Sunnyvale Service Line and Sunnyvale Producer Meter as generally shown in Exhibit A of this Agreement.
5. "Service Stub-out Assembly" means the tee-fitting, Service Stub-out valve, Service Stub-out pipeline, and blind flange shown in Exhibit B of the Agreement that will be constructed as part of the Wolfe Road Recycled Water Facilities Project at the four (4) locations generally shown in Exhibit A of the Agreement. The Service Stub-out pipeline for the Service Stub-out Assembly will extend from the Service Stub-out valve to the edge of Wolfe Road as generally shown in Exhibit B of this Agreement.
6. "Wolfe Road Recycled Water Facilities Project" means a capital construction project that will result in the construction of a recycled water pipeline, booster pump, meter and related appurtenances, which the District is currently planning and designing, hereafter referred to as "Project".

C. Construction of Wolfe Road Recycled Water Facilities Project

The District is solely responsible for the construction of the Wolfe Road Recycled Water Facilities Project and for all persons or entities engaged in such work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. Construction of the Wolfe Road Recycled Water Facilities Project is contingent upon approval by the District's Board of Directors.

D. Wolfe Road Recycled Water Facilities Project Estimated Cost and Contributions From Apple and Cal Water

As of the Effective Date, the Parties estimate that the total cost to construct the Wolfe Road Recycled Water Facilities Project will be \$16,250,000 of which the Parties anticipate that Apple will contribute \$4,800,000 and Cal Water will contribute \$1,500,000. Notwithstanding anything contained herein to the contrary, the District's obligation to construct the Wolfe Road Recycled Water Facilities Project is specifically contingent upon receiving a contractual commitment of said monetary contributions from Apple and Cal Water, and approval by the District Board of Directors. If the foregoing contingency is not satisfied on or before twelve (12) months from the Effective Date, then the District, at its sole discretion and upon prior written notice to Sunnyvale, may terminate this Agreement.

ATTACHMENT 2

E. Applying for Grants

The Parties will work collaboratively to prepare and submit an application seeking a \$2,500,000 grant from the California Department of Water Resources' Integrated Regional Water Management Implementation Grant Program for the Wolfe Road Recycled Water Facilities Project. The Parties further agree to work collaboratively to assess, and, if appropriate, share in the costs to prepare and submit applications for other grants or other outside funding identified after the Effective Date of this Agreement.

F. Sunnyvale's Contribution to Wolfe Road Recycled Water Facilities Project Cost

1. Sunnyvale's Financial Commitment to the District. Subject to the terms and conditions of this Agreement, Sunnyvale shall contribute \$1,475,000 towards the construction of the Wolfe Road Recycled Water Facilities Project.
2. Invoices. The District shall request disbursement of Sunnyvale's \$1,475,000 financial commitment on a reimbursement basis by submitting to Sunnyvale invoices for incurred Eligible Costs. The District shall submit an invoice to Sunnyvale for Eligible Costs no more than once a quarter and include in each invoice the following information:
 - a. An invoice for Eligible Costs not paid from contributions received from Apple and Cal Water that were incurred during the period identified in the particular invoice, including, but not limited to, costs for labor, materials, supplies, legal, engineering, and administrative services associated with the Wolfe Road Recycled Water Facilities Project; and
 - b. A project progress report indicating milestones achieved to date, current timeline for the project completion and anticipated milestones in the coming quarter; and
 - c. The initials of the District's Project Manager, certifying that the invoice being submitted accurately reflects the work performed related to the construction of the Wolfe Road Recycled Water Facilities Project during the period identified in the particular invoice.
3. Disbursements. Following the review and approval of an invoice by Sunnyvale, Sunnyvale shall disburse to the District an approved amount within thirty (30) calendar days after receipt of that invoice. Any and all funds disbursed to the District under this Agreement shall be used solely to pay Eligible Costs not paid from contributions received from Apple or Cal Water.
4. Rejection of Invoices. An invoice may be rejected by Sunnyvale only if:
 - a. it is submitted without signature;
 - b. is submitted under signature of a person other than the District's duly authorized representative;
 - c. the District fails to timely submit final invoices for Eligible Costs within the time period specified in Section F(6) of this Agreement;

ATTACHMENT 2

- d. the invoice contains a material error; or
- e. paying the invoice would result in Sunnyvale exceeding its financial commitment described in Section F(1) of this Agreement.

Sunnyvale shall notify the District of any invoice so rejected, and the reasons therefore within 21 calendar days of receiving the invoice.

5. Adjustments to Invoices. If, upon a review of an invoice, Sunnyvale determines that any portion or portions of the costs invoiced: (i) are ineligible to be financed by the terms of this Agreement, (ii) do not constitute costs associated with the construction of the Wolfe Road Recycled Water Facilities Project, or (iii) contain a mathematical error, then Sunnyvale will notify the District of its determination with 21 calendar days of receiving the invoice. If Sunnyvale does not reject the invoice within this 21-day period, it is deemed approved. If the District receives notice of an error to an invoice, it shall, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation or evidence to Sunnyvale substantiating the eligibility or approval of such costs and/or correct the invoice containing a mathematical error. Sunnyvale will adjust the pending invoice by the amount of the ineligible or unapproved cost unless and until such time as the District timely submits additional documentation or evidence to cause Sunnyvale to reverse its determination with respect to any such costs and the District may resubmit any costs subsequently approved on a succeeding invoice. In the case of an invoice rejected due to a mathematical error, the District shall correct such mathematical error and resubmit the invoice.
6. Final Invoice and Disbursements. The District shall submit a final invoice for Eligible Costs no later than six (6) months from the District's acceptance of the Wolfe Road Recycled Water Facilities Project from its contractor. With the final invoice, the District shall provide:
 - a. A statement of full written disclosure of all sources and amounts of funds contributed for Eligible Costs, including contributions received from Apple and Cal Water;
 - b. An accounting of the amounts the District expended towards the construction of the Wolfe Road Recycled Water Facilities Project;
 - c. Certification by the District's duly authorized representative that the data disclosed is true and correct;
 - d. Proof of a recorded notice of completion of the Wolfe Road Recycled Water Facilities Project; and
 - e. The initials of the District Deputy Operating Officer – Water Utility Capital Division, certifying that the final invoice submitted accurately reflects the work performed in constructing the Wolfe Road Recycled Water Facilities Project during the period identified in the final invoice.
7. Eligible Costs Incurred by Sunnyvale. To the extent Sunnyvale incurs Eligible Costs in a calendar quarter during the term of this Agreement, Sunnyvale shall

ATTACHMENT 2

prepare and submit to the District an invoice itemizing those costs within thirty (30) days after the end of that calendar quarter. Sunnyvale's invoice must include the initials of Sunnyvale's Environmental Services Director certifying that the itemized costs reflect work related to the construction of the Wolfe Road Recycled Water Facilities Project. Upon receipt of the invoice, the District has twenty-one (21) calendar days to review it. If the District does not object to the invoice within this 21-day period, it is deemed approved. However, if the District does object, then it shall notify Sunnyvale of the reasons why and the Parties shall endeavor to resolve their dispute in the manner specified in Section L of this Agreement. Following review and approval, the District shall disburse the approved amount within thirty (30) calendar days. Such payment to Sunnyvale will become part of the District's Eligible Costs and appear upon subsequent District invoices per Section F(2). Sunnyvale shall submit a final invoice for their Eligible Costs no later than six (6) months from the District's acceptance of the Wolfe Road Recycled Water Facilities Project. Any cost specified in an invoice received after this date will not be considered an Eligible Cost.

8. Audits. Each Party may audit the other Party's records related to its Eligible Costs during normal business hours by providing the other Party with at least five (5) business days notice.

G. Construction of the Wolfe Road Recycled Water Facilities Project

1. Wolfe Road Recycled Water Facilities Project Construction. The Wolfe Road Recycled Water Facilities Project will be constructed pursuant to the plans and specifications developed or caused to be developed by the District. Notwithstanding the foregoing, the District will only proceed with the Wolfe Road Recycled Water Facilities Project if a construction contract is approved and awarded by the District's Board of Directors.
2. Service Stub-out Assemblies. A Service Stub-out Assembly will be constructed at the four locations a generally shown in Exhibit A pursuant to the plans and specifications developed or caused to be developed by the District for the Wolfe Road Recycled Water Facilities Project. Notwithstanding the foregoing, the District will only proceed with the construction of the Service Stub-out Assemblies if a construction contract for the Wolfe Road Recycled Water Facilities Project is approved and awarded by the District's Board of Directors.
3. Performance and Assurances. Upon approval and award of construction contract for the Wolfe Road Recycled Water Facilities Project by the District's Board of Directors, the District shall employ reasonable efforts to faithfully perform or cause to be performed all work related to construction of the Wolfe Road Recycled Water Facilities Project as described in the District approved plans and specifications, or as may be reasonably amended by the District.
4. City of Sunnyvale Permitting and Public Rights-of-Way. Sunnyvale shall facilitate all City of Sunnyvale permitting processes applicable to the construction, operation and maintenance of the Wolfe Road Recycled Water Facilities Project, including, without limitation, rights-of-way, planning, land use, building, and

ATTACHMENT 2

inspection permits. All fees relating to Sunnyvale's permitting processes are considered Eligible Costs. Sunnyvale shall provide the District and its contractors with access to public rights-of-way for the construction, operation and maintenance of the Wolfe Road Recycled Water Facilities Project.

5. Easement Rights. Sunnyvale shall dedicate to the District an easement on San Lucar Tank and Pump Station. The District shall prepare a plat and legal description of the easement area that is acceptable to both Parties during the design phase of the Wolfe Road Recycled Water Facilities Project. The term of the easement shall continue through the expiration or termination of the Recycled Water Supply and Distribution Agreement entered into by the Parties on or around the Effective Date of this Agreement.
6. Regulatory Permits. This Agreement is conditioned on obtaining the necessary permits relating to the development, construction, and operation of the Wolfe Road Recycled Water Facilities Project. Each of the Parties undertakes and agrees to separately and jointly, as appropriate, file any and all applications and undertake such proceedings as may be necessary to enable each Party to carry out the undertakings contemplated in this Agreement, and to pursue each application and proceedings in good faith and due diligence. Sunnyvale shall maintain a valid National Pollutant Discharge Elimination System permit authorizing the Sunnyvale Plant's discharge of treated wastewater to San Francisco Bay. Sunnyvale shall also maintain a valid water reclamation permit from the Regional Board authorizing: (i) the Sunnyvale Plant to produce the Recycled Water; (ii) the distribution of Recycled Water; and (iv) the use of Recycled Water.
7. Competitive Bidding. All public works contracts greater than \$25,000 related to the construction of the Wolfe Road Recycled Water Facilities Project shall be let by competitive bid procedures that assure award of such contracts to the lowest responsible and responsive bidders. The District does not need approval from Sunnyvale to initiate the bidding process or award a construction contract. The District shall adhere to any applicable state or local laws for competitive bidding and applicable labor laws.
8. Project Management

The District's contact for the Wolfe Road Recycled Water Facilities Project is:

Ms. Katherine Oven
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
(408) 630-3126
KOven@valleywater.org

Sunnyvale's contact for the Wolfe Road Recycled Water Facilities Project is:

ATTACHMENT 2

Mr. Mansour Nasser
Water and Sewer Division Manager
City of Sunnyvale
221 Commercial Street
Sunnyvale, CA 94085
(408) 730-7578
mnasser@sunnyvale.ca.gov

The contacts noted above are each responsible for arranging meetings between the Parties regarding the Wolfe Road Recycled Water Facilities Project.

9. Additional Insured for Wolfe Road Recycled Water Facilities Project. The District agrees that for any policy of general liability insurance concerning the construction of the Wolfe Road Recycled Water Facilities Project, the District shall cause, and shall require its contractors and subcontractors to cause, certificates of insurance and endorsements showing Sunnyvale as an additional insured and shall provide Sunnyvale with a copy of such certificates and endorsements prior to the commencement of construction of the Wolfe Road Recycled Water Facilities Project.
10. Disputes With Contractors and Subcontractors. The District shall be solely responsible for resolution of any and all disputes arising out of or related to the District's contracts for construction of the Wolfe Road Recycled Water Facilities Project, including, but not limited to, bid disputes and payment disputes with the District's contractors and subcontractors.
11. Compliance With Laws, Regulations, and Permit Requirements. The District shall at all times comply with, and require its contractors or subcontractors to comply with, all applicable federal and state laws, rules, regulations, permits, and local ordinances, specifically including, but not limited to, environmental, procurements, and safety laws, rules, regulations, permits, and local ordinances.
12. Ownership of the Wolfe Road Pipeline and Appurtenances. District shall be the sole owner of the Wolfe Road Recycled Water Pipeline, booster pump station, appurtenances and all other improvements constructed as part of the Wolfe Road Recycled Water Facilities Project. Notwithstanding the foregoing, as part of the Wolfe Road Recycled Water Facilities Project, the District will also construct the Sunnyvale Service Line and Sunnyvale Producer Meter as generally shown in Exhibit A, and the four (4) Service Stub-out Assemblies as generally shown in Exhibits A and B. Upon the District's acceptance of the Wolfe Road Recycled Water Facilities Project from the construction contractor, the District shall assign ownership of the Stub-out pipeline and blind flange downstream of the Stub-out valve at each of the said four (4) Service Stub-out Assembly locations, the Sunnyvale Service Line, and the Sunnyvale Producer Meter. Upon said assignment, Sunnyvale shall own, operate and maintain the Stub-out pipeline and blind flange downstream of the Stub-out valve at each of the said four (4) Service Stub-out Assembly locations, the Sunnyvale Service Line, and the Sunnyvale Producer Meter.

H. Mutual Indemnification.

ATTACHMENT 2

In lieu of and notwithstanding the pro rata risk allocation that might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but, instead, Sunnyvale and District agree that pursuant to Government Code Section 895.4, each Party shall fully indemnify and hold the other Party, its officers, governing board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such Party under this Agreement. No Party, nor any board member, council member, officer, employee, or agent, thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Party hereto, its officers, board members, council members, employees, or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other Party under this Agreement. The obligations set forth in this paragraph will survive termination and expiration of this Agreement.

I. Agreement Term, Expiration and Termination

1. Term and Renewal. This Agreement shall commence on the Effective Date and terminate six (6) months after the notice of completion for the Wolfe Road Recycled Water Facilities Project is recorded, unless terminated in accordance with the provisions of Section I(2) or by mutual agreement of the Parties. If no contract is awarded for the construction of the Wolfe Road Recycled Water Facilities Project within five years from the Effective Date of this Agreement, the Agreement is terminated, unless extended by written amendment executed by both parties. Notwithstanding any other provision in this Agreement, Sections H and L shall survive termination or expiration of this Agreement.
2. Default and Termination. Either Party may terminate this Agreement if the other Party materially breaches this Agreement and fails to cure such breach as described below. If either Party becomes aware of a material breach of this Agreement by the other Party, the non-breaching Party shall give the breaching Party notice of such breach. The breaching Party shall then have fifteen (15) calendar days from the date of such notice to cure such breach. If the breaching Party fails to cure the breach within a fifteen (15) day period to the reasonable satisfaction of the non-breaching Party, then the non-breaching Party may take any of the following actions:
 - a. If the District is in default, then Sunnyvale may declare all or any portion of the amounts it disbursed to District under this Agreement to be an obligation of the District immediately and due and payable to Sunnyvale; or
 - b. If Sunnyvale is in default, then the District may terminate the District's obligation to complete the construction of the Wolfe Road Recycled Water Facilities Project and shall not be required to refund to Sunnyvale any funds Sunnyvale previously disbursed to District under this Agreement.

ATTACHMENT 2

3. Remedies. Either Party may pursue any other right or remedy available to it at law, in equity, or otherwise. The Parties agree that any remedy provided in this Agreement is cumulative and may be pursued by either Party concurrently or otherwise, at such time and in such order as that Party may determine in its sole discretion. The enumeration in this Agreement of specific rights or powers will not be construed to limit any general rights or powers or impair either Party's rights with respect to its remedies under this Agreement.

J. Force Majeure

If either Sunnyvale or District is rendered wholly or partially unable to perform its obligations under this Agreement (other than payment obligations) due to an event, condition or circumstance beyond the reasonable control of, and not due to the fault or negligence of, the Party affected, and which could not have been avoided by due diligence and use of reasonable efforts, which prevents the performance by such affected Party of its obligations under this Agreement ("Force Majeure Event"), the Party affected by such Force Majeure Event shall be excused from whatever performance is impaired by such Force Majeure Event, provided that the affected Party promptly, upon learning of such Force Majeure Event and ascertaining that it will affect its performance hereunder, (i) promptly gives notice to the other Party stating the nature of the Force Majeure Event, its anticipated duration, and any action being taken to avoid or minimize its effect and (ii) uses reasonable efforts to remedy its inability to perform. The suspension of performance shall be of no greater scope and no longer duration than that which is necessary. No obligations of either Party which arose before the occurrence causing the suspension of performance and which could and should have been fully performed before such occurrence shall be excused as a result of such occurrence.

K. Notices

Unless indicated otherwise herein, all notices, claims, payments, statements or other writing authorized or required by this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is to be given, or within three (3) business days after mailing, if mailed to the Party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid, and properly addressed to the Party as follows:

If to Sunnyvale: City of Sunnyvale
 221 Commercial Street
 Sunnyvale, CA 94085
 Attn: Water & Sewer Division Manager

If to the District: Santa Clara Valley Water District
 Attn: Chief Operating Officer, Water Utility Enterprise
 5750 Almaden Expressway
 San Jose, CA 95118
 Telephone: (408) 265-2600

Any Party may specify a different address, which change shall become effective upon receipt of such notice by the other Party.

ATTACHMENT 2

L. Dispute Resolution

Either Party may give the other Party written notice of any dispute. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between the District's Water Utility Enterprise Chief Operating Officer, and an executive of similar authority to act on behalf of Sunnyvale. Within twenty (20) calendar days after receipt of the notice of dispute, these executives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange information and attempt to resolve the dispute. If the matter has not been resolved within ninety (90) calendar days of the first meeting, either Party may initiate a mediation of the controversy. The Parties shall select one mediator. If they cannot agree on a mediator, the Party demanding mediation shall request that the Superior Court of Santa Clara County appoint a mediator. The mediation meeting shall not exceed eight (8) hours, unless the Parties agree to extend said time. The costs of the mediator shall be borne by the Parties equally. Mediation under this Section L is a condition precedent to filing an action in any court. All negotiations and any mediation conducted pursuant to this Section L are confidential and shall be treated as compromise and settlement negotiations to which Sections 1119 and 1152 of the California Evidence Code shall apply, and Sections 1119 And 1152 are incorporated herein by reference. Notwithstanding the foregoing provisions, a Party may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo.

M. Miscellaneous

1. Entire Agreement; Amendment. This Agreement embodies the entire understanding between the Parties pertaining to the subject matter contained in it; supersedes any and all prior negotiations, correspondence, understandings, or agreements of the Parties; and may be waived, altered, amended, modified, or repealed, in whole or in part, only on the written consent of both Parties to this Agreement.
2. No Waiver. No failure or delay on the part of either Party in exercising any right, power, or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder.
3. Parties Bound. This Agreement shall be binding on and enforceable by and against the Parties to it and their respective heirs, legal representatives, successors, and assigns, except that neither this Agreement nor the duties or obligations under this Agreement may be assigned by a Party without the prior written consent of the other Party.
4. Authority. Each individual executing this Agreement on behalf of their respective entity represents and warrants that (i) the individual is duly authorized to execute and deliver this Agreement on behalf of that entity in accordance with the entity's legal authority; and (ii) this Agreement is valid and binding on that entity and enforceable against that entity in accordance with its terms.

ATTACHMENT 2

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any conflict of law provisions thereof.
6. Jurisdiction and Venue. The federal and state courts within County of Santa Clara, California, shall have exclusive jurisdiction to adjudicate any dispute arising out of or related to this Agreement. Each Party expressly consents to the personal jurisdiction of and venue in such courts.
7. Interpretation of Agreement. Each Party was represented by legal counsel in the preparation of this Agreement. Therefore, any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement.
8. No Third Party Beneficiaries. This Agreement is entered into only for the benefit of the Parties executing this Agreement and not for the benefit of any other individual, entity, or person.
9. Headings. The titles and headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
11. Severability. All provisions of this Agreement are separate and divisible, and if any part is held invalid, the remaining provisions shall continue in full force and effect.

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ATTACHMENT 2

IN WITNESS WHEREOF, SUNNYVALE AND DISTRICT HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR RESPECTIVE DULY AUTHORIZED OFFICERS ON THE EFFECTIVE DATE.

ATTEST:

CITY OF SUNNYVALE

By: _____

By: _____

Name/Title _____

Name/Title _____

APPROVED AS TO FORM:

City Attorney

ATTEST:

SANTA CLARA VALLEY WATER DISTRICT
"District"

Michele L. King, CMC
Clerk/Board of Directors

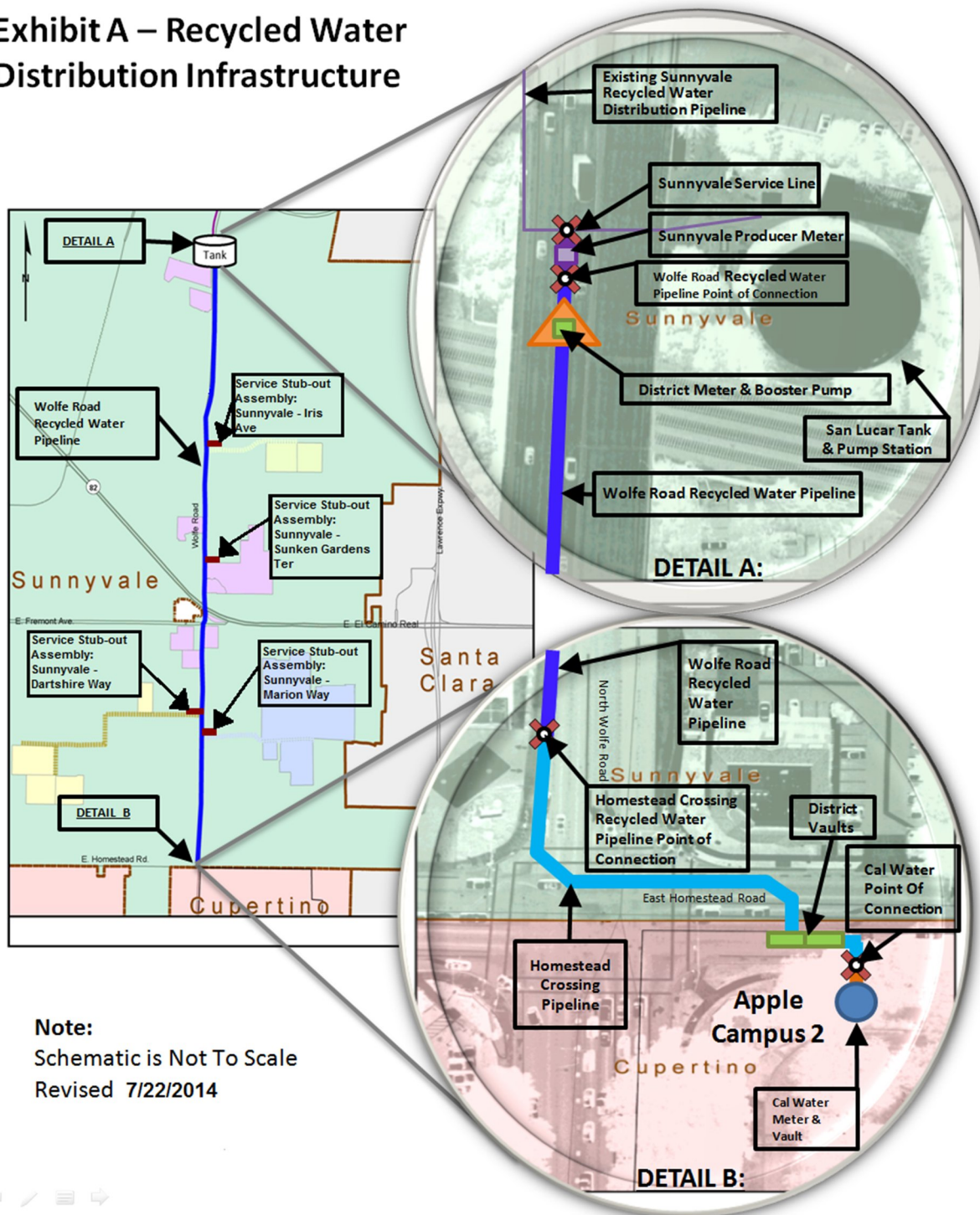
By: _____
Tony Estremera
Chair/Board of Directors

APPROVED AS TO FORM:

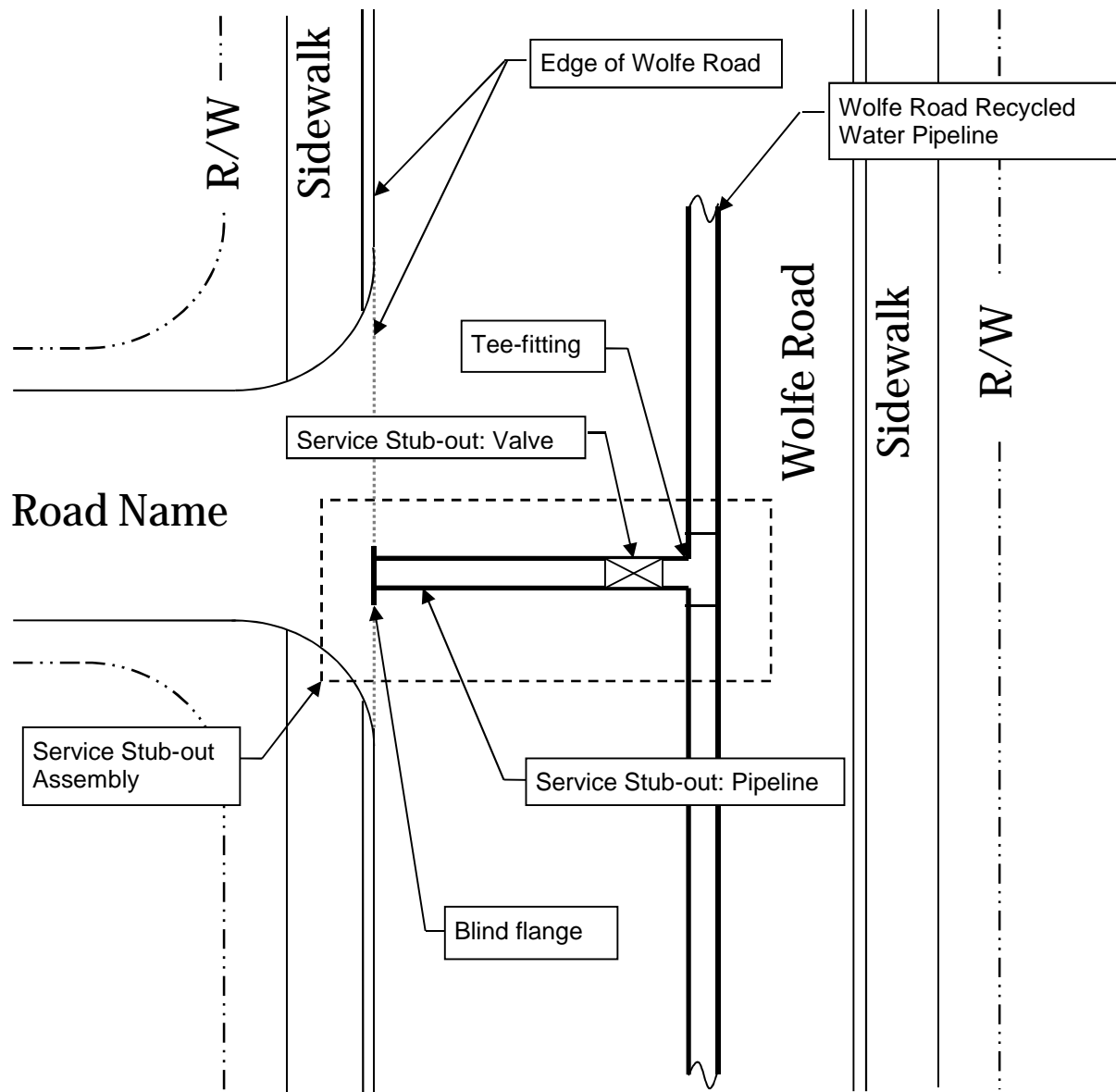
Anthony T. Fulcher
Senior Assistant District Counsel

ATTACHMENT 2

Exhibit A – Recycled Water Distribution Infrastructure



**EXHIBIT B – EXPANDED VIEW OF SERVICE STUB-OUT ASSEMBLY
(Not To Scale)**



**RECYCLED WATER SUPPLY AND DISTRIBUTION AGREEMENT
BETWEEN
CITY OF SUNNYVALE
AND
SANTA CLARA VALLEY WATER DISTRICT**

This Recycled Water Supply and Distribution Agreement ("Agreement") is made and entered into as of _____ 2014 ("Effective Date"), by and between the City of Sunnyvale ("Sunnyvale"), a municipal corporation of the State of California, and the Santa Clara Valley Water District ("District"), an independent special district located in the State of California, duly organized, existing, and acting pursuant to the laws thereof. Sunnyvale and District may be referred to in this Agreement individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Sunnyvale and District are actively involved in efforts to develop recycled water supplies; and

WHEREAS, Sunnyvale and District recognize that sustainable water resource management requires integration of water supply and wastewater management; and

WHEREAS, Sunnyvale and District have a mutual interest in expanding the distribution of recycled water; and

WHEREAS, District's Board of Directors has reaffirmed its commitment to recycled water by passing Resolution 97-60 in support of the expanded use of recycled water in Santa Clara County; and

WHEREAS, the Sunnyvale City Council approved a feasibility study for recycled water expansion; and

WHEREAS, the Parties have entered into a cost sharing agreement on September 24, 2013 to plan and design a recycled water pipeline, booster pump, and related appurtenances on or near Wolfe Road as generally shown in Exhibit A of this Agreement; and

WHEREAS, the Parties intend to enter into another cost sharing agreement to construct the Wolfe Road Recycled Water Facilities Project at or around the same time of entering into this Agreement ("Construction Cost Sharing Agreement"), with construction subject to approval of the District Board of Directors; and

WHEREAS, Sunnyvale's Donald M. Somers Water Pollution Control Plant ("Sunnyvale Plant") is permitted by the State of California San Francisco Bay Regional Water Quality Control Board ("Regional Board") to produce, distribute and use treated effluent as recycled water; and

ATTACHMENT 3

WHEREAS, Recycled water that will be supplied to District by Sunnyvale under the terms of this Agreement is disinfected tertiary recycled water and is produced in compliance with the provisions of Title 22 of the California Code of Regulations and applicable requirements of the California Environmental Protection Agency, State Water Resources Control Board; and

WHEREAS, once the Wolfe Road Recycled Water Facilities Project is constructed and becomes operational, the Parties desire that Sunnyvale supply such disinfected tertiary recycled water to the District at the Wolfe Road Recycled Water Pipeline Point of Connection for distribution to District's customers (including retailer customers); and

WHEREAS, after such recycled water is supplied to the District through the Wolfe Road Recycled Water Pipeline Point of Connection, Sunnyvale is entitled to receive up to 595 acre-feet of such recycled water from the Wolfe Road Recycled Water Pipeline for resale to Sunnyvale's End User customers; and

WHEREAS, in addition to said 595 acre-feet of recycled water, Sunnyvale may request additional Recycled Water, which is subject to District's approval; and

WHEREAS, the Parties desire that the District own, but that Sunnyvale operate and maintain the Wolfe Road Recycled Water Pipeline, District Booster Pump and Meter, appurtenances and other improvements resulting from the Wolfe Road Recycled Water Facilities Project (referred to hereafter collectively as the "Project Improvements"); and

WHEREAS, District will own all Project Improvements except for the Sunnyvale producer meter and service stub-out pipeline downstream of the service stub-out valve; and

WHEREAS, the Parties desire that the Sunnyvale Producer Meter and Service Stub-out pipeline downstream of the Service Stub-out valve be owned and operated by Sunnyvale; and

WHEREAS, the purpose of this Agreement is to define the roles and responsibilities of the Parties with respect to Sunnyvale supplying Recycled Water to the District for distribution through the Wolfe Road Recycled Water Pipeline, and the District providing Recycled Water from Wolfe Road Recycled Water Pipeline to District's customers, including water retailers.

AGREEMENT PROVISIONS

For and in consideration of the foregoing recitals and of the mutual promises and covenants herein contained, the Parties hereto agree as follows:

A. Definitions

When used in this Agreement, the following terms are defined as follows:

1. "End User" means the ultimate user of the Recycled Water that is delivered through the Wolfe Road Recycled Water Pipeline.
2. "Fiscal Year" means each 12-month period during the term of this Agreement commencing July 1st of one year and terminating June 30th of the next succeeding year, both dates inclusive.

ATTACHMENT 3

3. "Recycled Water Retailer" means any entity, public or private, contracting with the District for a supply of Recycled Water for delivery to End Users.
4. "Recycled Water" means disinfected tertiary recycled water that is supplied by Sunnyvale under the terms of this Agreement and conforms to the provisions of Title 22 of the California Code of Regulations and applicable requirements of the State Water Resources Control Board.
5. "Sunnyvale End User Customer Service Line" means a distribution line, including a Service Stub-out Assembly and Sunnyvale End User Customer, that transports Recycled Water from the Wolfe Road Recycled Water Pipeline to a Sunnyvale End User Customer.
6. "Wolfe Road Recycled Water Facilities Project" means a capital construction project that will result in the construction of a recycled water pipeline, booster pump, meter and related appurtenances, which the District is currently planning and designing.
7. "Wolfe Road Recycled Water Pipeline" means the recycled water pipeline that will be constructed as part of the Wolfe Road Recycled Water Facilities Project. This recycled water pipeline will commence at a turnout connection to the Sunnyvale Recycled Water Distribution Pipeline and extend to the Homestead Crossing Recycled Water Pipeline Point of Connection as generally shown in
8. "Service Stub-out Assembly" means the tee-fitting, service stub-out valve, service stub-out pipeline, and blind flange shown in Exhibit B of the Agreement that will be constructed as part of the Wolfe Road Recycled Water Facilities Project at the four (4) locations generally shown in Exhibit A of the Agreement. The service stub-out pipeline for the service stub-out assembly will extend from the Service Stub-out valve to the edge of Wolfe Road as generally shown in Exhibit B of this Agreement
9. "Wolfe Road Recycled Water Pipeline Point of Connection" means a connection of the Wolfe Road Recycled Water Pipeline at the point immediately downstream of the Sunnyvale Producer Meter as generally shown in Exhibit A of this Agreement.

B. Sunnyvale Providing Recycled Water to District for Resale to Recycled Water Retailers

1. Supply of Recycled Water and Service Areas. Sunnyvale, as producer of the Recycled Water, shall supply the District with the Annual Delivery Quantity of Recycled Water, as determined pursuant to Section B(4) below, for a given Fiscal Year to enable the District, as a wholesaler, to distribute Recycled Water to retailers from the Wolfe Road Recycled Water Pipeline. Sunnyvale agrees that District may sell Recycled Water through the Wolfe Road Recycled Water Pipeline to water retailers regardless of whether their service areas are located, in whole or part, within or outside of Sunnyvale's service area.

ATTACHMENT 3

2. Operation of Sunnyvale Plant is Priority. District understands and acknowledges that Sunnyvale is charged with the responsibility to operate its sewage systems in a manner which it determines to be most beneficial to its customers. Nothing contained herein shall be construed to qualify in any manner Sunnyvale's right to operate the Sunnyvale Plant at a level it determines, in its absolute discretion to be appropriate, or to discontinue the operation of the Sunnyvale Plant. Any right of District to Recycled Water pursuant to this Agreement is subordinate to the rights and responsibilities of Sunnyvale as set forth in this Section B(2). Nonetheless, Sunnyvale shall provide the District with at least seventy-two (72) hours prior notice of any planned reduction of the delivery of the Recycled Water to the Wolfe Road Recycled Water Pipeline.
3. Regulatory Permits. Sunnyvale shall maintain a valid National Pollutant Discharge Elimination System permit authorizing the Sunnyvale Plant's discharge of treated wastewater to San Francisco Bay. Sunnyvale shall also maintain a valid water reclamation permit from the Regional Board authorizing the: (i) Sunnyvale Plant to produce the Recycled Water; (ii) distribution of Recycled Water; and (iii) use of Recycled Water by End Users.
4. Annual Delivery Quantity. Within thirty (30) calendar days prior to the District placing the Wolfe Road Recycled Water Pipeline in operation and every three years thereafter, Sunnyvale and District shall meet and confer in good faith to mutually determine the anticipated minimum annual delivery quantity of Recycled Water to be provided to District for distribution to District's customers through the Wolfe Road Recycled Water Pipeline (the "Annual Delivery Quantity") for each of the ensuing three Fiscal Years. District will submit each three-year delivery schedule to Sunnyvale in a form provided by Sunnyvale. Sunnyvale will make every best and reasonable effort to approve the proposed Annual Delivery Quantities set forth in the delivery schedules. Notwithstanding the foregoing, during each Fiscal Year of the term of this Agreement, Sunnyvale shall make available to the District at least 500 acre-feet of Recycled Water for distribution outside of the City of Sunnyvale. In addition, in order to meet the actual demand of Recycle Water customers within Sunnyvale, up to 595 acre-feet of Recycled Water shall be supplied by Sunnyvale for distribution within the City of Sunnyvale.
5. Metering and Measurement of Flows. As generally shown in Exhibit A, as part of the Wolfe Road Recycled Water Facilities Project, the District will construct the Sunnyvale Service Line and Sunnyvale Producer Meter. Upon the District's acceptance of completion of work of the Wolfe Road Recycled Water Facilities Project from the construction contractor, the District shall transfer ownership of the Sunnyvale Service Line and Sunnyvale Producer Meter to Sunnyvale. Upon said assignment, Sunnyvale shall operate and maintain the Sunnyvale Service Line and Sunnyvale Producer Meter and use the Sunnyvale Producer Meter to measure all Recycled Water delivered to the Wolfe Road Recycled Water Pipeline Point of Connection. The Sunnyvale Producer Meter shall govern billings to the District. Sunnyvale shall operate and maintain, at no cost to the District, the Sunnyvale Producer Meter in accordance with industry standards for such meters. Upon written request of the District, Sunnyvale shall provide District with

access to the Sunnyvale Producer Meter and its related records for purposes of verifying the quantity of Recycled Water delivered to the Wolfe Road Recycled Water Pipeline Point of Connection and its accuracy in measuring such quantity.

6. Discrepancy between Sunnyvale Producer Meter and District Meter Measurements. The District intends to install a water meter as generally shown by the area identified as District Meter & Booster Pump as generally shown in Exhibit A ("District Meter"). If the difference of Recycled Water measured by the Sunnyvale Producer Meter readings is less than 2% over a calendar quarter billing period, then the Sunnyvale Producer Meter reading shall govern for that calendar quarter billing period. However, if the difference is 2% or greater, then the Parties shall meet and confer to investigate the discrepancy. If the Parties are unable to agree on the actual amount of Recycled Water delivered to the Wolfe Road Recycled Water Pipeline Point of Connection during the calendar quarter billing period, then the Parties may retain a mutually acceptable water metering expert who shall investigate the discrepancy. If either Party's meter is found to be defective, then that Party shall replace or repair that meter.
7. Recycled Water Quality and Pressure. Sunnyvale shall ensure that all Recycled Water delivered to the Wolfe Road Recycled Water Point of Connection be of such quality that the same may be used for all purposes allowed for disinfected tertiary recycled water and that meets or exceeds the quality requirements set forth in the then current disinfected tertiary recycled water quality and monitoring regulations specified in Title 22, Division 4, Chapter 3 (Wastewater Reclamation Criteria) of the California Code of Regulations, as further regulated by the Regional Board, the State Water Resources Control Board and all other federal, state and local agencies having jurisdiction over recycled water quality. Sunnyvale shall maintain a minimum pressure of 65 pounds per square inch at the Wolfe Road Recycled Water Pipeline Point of Connection to satisfy the minimum head requirement for the District Booster Pump. Upon request of the District, Sunnyvale shall provide the District with any Recycled Water quality monitoring data collected by Sunnyvale. Sunnyvale shall also provide the District with reasonable access to sample Recycled Water designated to be delivered to the Wolfe Road Recycled Water Point of Connection.
8. Monitor Recycled Water Quality. Sunnyvale shall monitor the quality of Recycled Water supplied to the District to ensure its compliance with all local, state and federal statutory, regulatory and other legal requirements. The Parties recognize that factors beyond the control of Sunnyvale could cause operational difficulties at the Sunnyvale Plant resulting in the temporary production of Recycled Water that does not meet legal requirements for the intended uses of the End Users. In such cases, Sunnyvale shall immediately suspend deliveries of Recycled Water to the District. Sunnyvale shall use its best efforts to promptly reestablish the production of Recycled Water of a suitable quality and pressure as soon as reasonably possible and shall re-establish District's supply of such Recycled Water accordingly. Sunnyvale shall immediately notify District if the Recycled Water does not meet the then-current applicable regulatory and other legal requirements or if deliveries of recycled water will be suspended. Sunnyvale shall be responsible for providing monitoring reports to District in conformance with the

ATTACHMENT 3

requirements applicable to a "Recycled Water Agency" under Title 22 of the California Code of Regulations and the State Water Resources Control Board. Sunnyvale agrees to accept responsibility for conformance to all other monitoring, reporting, and any other requirements assigned to the "Recycled Water Agency" as defined in Title 22 of the California Code of Regulations and the State Water Resources Control Board.

9. Groundwater Monitoring. The Parties intend to expand the use of recycled water while protecting groundwater resources. If the District, at its sole discretion, determines groundwater monitoring is needed to evaluate potential groundwater impacts from the use of Recycled Water, Sunnyvale agrees to: (i) provide the District with access to Sunnyvale-owned wells and Sunnyvale facilities that produce or distribute Recycled Water to enable the District to collect water quality samples upon the District providing reasonable notice; (ii) facilitate coordination between the District and Sunnyvale End Users who use Recycled Water for irrigation purposes to enable the District to collect samples of the Recycled Water used by such End Users; and (iii) cooperate with the District's efforts to construct new groundwater monitoring wells on Sunnyvale-owned land if reasonably required to adequately monitor groundwater quality.
10. Third Party Beneficiary Rights. California Water Service Company has a third party beneficiary interest in Sections B(7) and B(8) of this Agreement. With respect to its obligations under Sections B(7) and B(8), Sunnyvale shall indemnify California Water Service Company to the same extent that District is indemnified by Section E (MUTUAL INDEMNIFICATION) of this Agreement.
11. Recycled Water Charge For Sunnyvale Water Delivered For Resale by the District. Sunnyvale shall only charge for Recycled Water that is delivered to the Wolfe Road Recycled Water Point of Connection as generally shown in Exhibit A. The wholesale rate in Fiscal Year 2014-15 to provide Recycled Water to the District for resale shall be \$500.40 per acre-foot. Starting in Fiscal Year 2015-16 and every Fiscal Year thereafter, the wholesale rate Sunnyvale charges the District shall increase by 60% of the dollar amount the District increases non-agricultural groundwater rate in Sunnyvale's service area
12. Sunnyvale's Quarterly Recycled Water Billings to District. Within thirty (30) calendar days after each calendar quarter, Sunnyvale shall prepare and provide the District with a quarterly invoice for the total amount of Recycled Water delivered to the Wolfe Road Recycled Water Pipeline Point of Connection for resale by the District during that calendar quarter at the rates set according to Section B(11) above. District shall pay said quarterly invoice within thirty (30) calendar days of its receipt. Notwithstanding the foregoing, District may in good faith assert a bona fide dispute as to all or a portion of amounts specified in a quarterly invoice. If any portion of an amount of the quarterly invoice is subject to such bona fide dispute, then within fifteen (15) calendar days of Sunnyvale's delivery of the quarterly invoice on which a disputed amount appears, District will notify Sunnyvale in writing of the specific items in dispute, and describe in detail District's bona fide reason for disputing each item. The Parties shall then endeavor to resolve the dispute pursuant to the procedure set forth in Section J of this Agreement.

ATTACHMENT 3

13. Right of First Refusal to Purchase Recycled Water. If Sunnyvale receives an offer to purchase Recycled Water from a water retailer or another wholesaler other than the District that Sunnyvale intends to accept (a "Purchase Offer"), Sunnyvale shall provide a copy of that Purchase Offer to District and offer to sell such Recycled Water to District at the price contained in that Purchase Offer. District shall have ninety (90) calendar days after receipt of the offer to agree to purchase the Recycled Water covered by the Purchase Offer at the price set forth therein.

C. Sunnyvale Purchase of Recycled Water Delivered by District From Wolfe Road Recycled Water Pipeline

1. Delivery of Recycled Water to Sunnyvale End User Customers. Recycled Water conveyed through the Wolfe Road Recycled Water Pipeline is considered District Recycled Water and may be resold to the District's other customers, including any annual amount over 595 acre feet to Sunnyvale.
2. Construction of Sunnyvale End User Service Line. Sunnyvale may seek permission from the District in the form of a District encroachment permit to connect a Sunnyvale End User Customer Service Line to the Wolfe Road Recycled Water Pipeline. The District agrees to issue up to three (3) encroachment permits (beyond the four service stub-out assemblies already approved and addressed in Exhibit A) subject to reasonable terms and conditions so long as Sunnyvale's total demand for Recycled Water does not exceed 595 AF annually.. Sunnyvale agrees that if said encroachment permits are issued by the District, Sunnyvale shall be responsible for all planning, design, construction, operation, maintenance, and all other costs related to the Sunnyvale End User Customer Service Line. Notwithstanding the foregoing, to the extent Sunnyvale End User Customer Service Line includes a tee-fitting and stub-out valve as shown in Exhibit B, Sunnyvale shall assign ownership of said tee-fitting and stub-out valve to the District who shall thereafter be responsible for their operation and maintenance.
3. Sunnyvale agrees, at no cost to the District, to install, own, operate and maintain a water meter ("Sunnyvale End User Customer Meter") on each service line connected to the Wolfe Road Recycled Water Pipeline that serves Sunnyvale's End User Customers. Sunnyvale shall ensure the Sunnyvale End User Customer Meter is maintained in accordance with water the standards of the manufacturer of the Sunnyvale End User Customer Meter. Upon written request of the District, Sunnyvale shall provide District access to any Sunnyvale End User Customer Meter and its related records for purposes of verifying the quantity of Recycled Water delivered to Sunnyvale's End User customers. Based on the applicable Sunnyvale End User Customer Meter(s), Sunnyvale shall measure Recycled Water delivered to each of its End User customers and report the same to the District on a quarterly basis. This measurement shall govern the District's quarterly billings to Sunnyvale for Recycled Water supplied to Sunnyvale for use by Sunnyvale's End Users.
4. Connection to the Wolfe Road Recycled Water Pipeline. Prior to making any service line connection to the Wolfe Road Recycled Water Pipeline, Sunnyvale must obtain a District encroachment permit for such connection.
5. Recycled Water Delivery Schedules. During each Fiscal Year of the term of this Agreement, the District shall make available for purchase by Sunnyvale at least 595 acre-feet of Recycled Water for delivery to Sunnyvale's End Users. Within thirty (30) calendar days of the date Sunnyvale first seeks to purchase more than 595 acre-feet of Recycled Water for delivery to Sunnyvale's End Users during a Fiscal Year, Sunnyvale shall submit to the District a proposed written schedule for delivery of Recycled Water for the that Fiscal Year. Thereafter, within 60 days

ATTACHMENT 3

prior to each ensuing Fiscal Year, Sunnyvale shall submit to District a proposed written schedule for delivery of Recycled Water for that Fiscal Year. Within fifteen (15) calendar days of receipt of a proposed written schedule for delivery of Recycled Water from Sunnyvale, the District will inform Sunnyvale whether it can satisfy Sunnyvale's delivery request. If the District is unable to satisfy Sunnyvale's delivery request, the Parties shall immediately meet and confer to reach a mutual acceptable Recycled Water delivery schedule.

6. Charge for Recycled Water Delivered by the District Via the Wolfe Road Facilities to Sunnyvale for Resale. The District shall charge for Recycled Water that is delivered to Sunnyvale via the Wolfe Road Recycled Water Pipeline, which is generally shown in Exhibit A. The rate in Fiscal Year 2014-15 to provide Recycled Water to Sunnyvale for resale is \$834.00 per acre foot. Starting in Fiscal Year 2015-16 and every Fiscal Year thereafter, the wholesale Recycled Water rate the District charges Sunnyvale shall increase by the dollar amount the District increases its non-agricultural groundwater rate in Sunnyvale's service area.
7. District's Quarterly Recycled Water Billings to Sunnyvale. Within fifteen (15) calendar days after each calendar quarterly billing period, Sunnyvale shall inform the District in writing of the amount of Recycled Water delivered from the Wolfe Road Recycled Water Pipeline to Sunnyvale's End User customers during that quarterly billing period. District shall invoice Sunnyvale within fifteen (15) calendar days after receiving such water delivery information from Sunnyvale. Sunnyvale shall pay such invoice within twenty (20) calendar days of the invoice date. Alternatively, amounts owed by Sunnyvale may be applied by the District as a credit toward the amount the District owes Sunnyvale pursuant to Section B(11) of this Agreement. Notwithstanding the foregoing, Sunnyvale may in good faith assert a bona fide dispute as to all or a portion of amounts specified in a quarterly invoice. If any portion of an amount of the quarterly invoice is subject to such bona fide dispute, within fifteen (15) calendar days of District's delivery of the quarterly invoice on which a disputed amount appears, Sunnyvale shall notify District in writing of the specific items in dispute, and describe in detail Sunnyvale's bona fide reason for disputing each item. The Parties shall then endeavor to resolve the dispute pursuant to the procedure set forth in Section J of this Agreement.

D. Operation and Maintenance of the Project Improvements

1. Management, Operation, Maintenance and Repair of the Project Improvements. Upon completion of the construction and operational testing of the Project Improvements and the District's acceptance of them from the construction contractor, Sunnyvale shall assume control and responsibility for the management, operation, maintenance and repair of the Project Improvements ("O&M Activities"). Sunnyvale shall perform the O&M Activities in a prudent, reasonable, and efficient manner consistent with applicable industry standards. Sunnyvale agrees to establish reasonable operating procedures and maintenance schedules, and provide all reasonably necessary tools, equipment, materials, supplies and professional, supervisory and managerial personnel necessary to undertake the O&M Activities. Such personnel shall be qualified to

ATTACHMENT 3

perform the duties to which they are assigned. All individuals employed by Sunnyvale undertaking O&M Activities, and their working hours, rates of compensation and all other matters relating to their employment shall be determined solely by Sunnyvale. With respect to labor matters, hiring personnel, employment policies, and all matters related to O&M Activities, Sunnyvale shall comply with all applicable laws. Sunnyvale also shall act in a reasonable manner that is consistent with the intent and purpose of this Agreement and shall not enter into any contracts with respect to labor matters that purport to bind or otherwise obligate the District.

2. Meetings. Upon at least 10 days prior written notice by either Party, and at least annually before October 31 of each year, the Parties shall meet to discuss matters related to the operation, maintenance, repair or improvement of the Project Improvements, the reconciliation of Recycled Water deliveries, or any other pertinent matter related to this Agreement. Meetings may be held in-person or via any telephonic or electronic means, including telephonic or web conferencing.
3. Reimbursement of O&M Costs. District shall reimburse Sunnyvale for all approved costs Sunnyvale incurs in connection with performing the O&M Activities, including the costs set forth below (collectively, the "Reimbursable Costs"):
 - a. Cost of labor (including Sunnyvale employee, contractor, direct, indirect, and labor overhead costs) to perform the O&M Activities;
 - b. Cost of spare and replacement parts for the Project Improvements;
 - c. Cost of materials necessary to perform the O&M Activities;
 - d. Costs related to training personnel to perform the O&M Activities;
 - e. Consultants' fees and expenses related to performing the O&M Activities approved in advance by District; and
 - f. Contract services fees if approved in advance by District.
4. Quarterly Invoicing for Reimbursable O&M Costs. Within thirty (30) calendar days following the end of each calendar quarter, Sunnyvale shall submit to District an invoice, including receipts and disbursements showing Reimbursable Costs for such calendar quarter. The invoice should also include a summary of the O&M Activities of that calendar quarter. Within thirty (30) calendar days after receipt of any such invoice, District shall pay Sunnyvale the sum specified in such invoice. Notwithstanding the foregoing, District may in good faith assert a bona fide dispute as to all or a portion of amounts specified in the quarterly invoice. If any portion of an amount of the quarterly invoice is subject to such bona fide dispute, within twenty one (21) calendar days of Sunnyvale's delivery of the quarterly invoice on which a disputed amount appears, District will notify Sunnyvale in writing of the specific items in dispute, and describe in detail District's bona fide reason for disputing each item. The Parties shall then

ATTACHMENT 3

endeavor to resolve the dispute pursuant to the procedure set forth in Section J of this Agreement.

5. Records of O&M Activities. Sunnyvale shall keep, maintain, and update all books, papers, plans, drawings, records, accounting records, files, reports and other materials relating to its O&M Activities. Upon receiving at least five (5) calendar days written notice from the District, Sunnyvale shall make those records available to District during Sunnyvale's normal business hours for the purpose of auditing, inspection, or copying.
6. District Right to Assume O&M Activities. Notwithstanding the foregoing, District, at its sole discretion, may assume the O&M Activities from Sunnyvale by providing Sunnyvale with at least sixty (60) calendar days prior written notice. If the District elects to assume the O&M Activities, Sunnyvale acknowledges that District may carry out those O&M Activities with District's own qualified personnel or with contracted qualified personnel.

E. Mutual Indemnification

In lieu of and notwithstanding the pro rata risk allocation that might otherwise be imposed between the Parties pursuant to California Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but, instead, Sunnyvale and District agree that pursuant to Government Code Section 895.4, each Party shall fully indemnify and hold the other Party, its officers, governing board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, employees, or agents, under or in connection with or arising out of its performance under this Agreement. No Party, nor any board member, council member, officer, employee, or agent, thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Party hereto, its officers, board members, council members, employees, or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other Party under this Agreement. The obligations set forth in this Section E will survive termination and expiration of this Agreement.

F. Insurance

Sunnyvale agrees to have and maintain the policies set forth in Exhibit C, which is attached hereto and incorporated by this reference, related to its performance of the O&M Activities. Sunnyvale may elect to satisfy its insurance obligations by providing the District with reasonable evidence of its ability to "self insure." As described in Section D(1), Sunnyvale has primary responsibility for the O&M Activities. Sunnyvale shall ensure that it and its contractors acquire and maintain insurance coverages reasonably sufficient to cover potential liability to District (including its directors, officers, employees and agents) arising out of or related to Sunnyvale's O&M Activities.

G. Agreement Term, Expiration and Termination

1. Term and Renewal. This Agreement shall commence on the Effective Date and
- RECYCLED WATER SUPPLY AGREEMENT BETWEEN CITY OF SUNNYVALE AND SCVWD CAS File _____

ATTACHMENT 3

remain in force for ten (10) years. Following the original ten (10) year term of this Agreement, the Agreement term shall automatically renew and extend for additional five (5) year periods, unless either party provides the other party with at least 90 days written notice of its desire to not renew the term of the Agreement.

2. Default and Termination. Either Party may terminate this Agreement if the other Party materially breaches this Agreement and fails to cure such breach as described below. If either Party becomes aware of a material breach of this Agreement by the other Party, the non-breaching Party shall give the breaching Party notice of such breach. The breaching Party shall then have thirty (30) calendar days from the date of such notice to cure such breach. If the breaching party fails to cure the breach within this thirty (30) day period to the reasonable satisfaction of the non-breaching, then the non-breaching may terminate this Agreement and seek all equitable and legal remedies.

H. Force Majeure

If either Party is rendered wholly or partially unable to perform its obligations under this Agreement (other than payment obligations) due to an event, condition or circumstance beyond the reasonable control of, and not due to the fault or negligence of, the Party affected, and which could not have been avoided by due diligence and use of reasonable efforts, which prevents the performance by such affected Party of its obligations under this Agreement ("Force Majeure Event"), the Party affected by such Force Majeure Event shall be excused from whatever performance is impaired by such Force Majeure Event, provided that the affected Party promptly, upon learning of such Force Majeure Event and ascertaining that it will affect its performance hereunder, (i) promptly gives notice to the other Party stating the nature of the Force Majeure Event, its anticipated duration, and any action being taken to avoid or minimize its effect and (ii) uses reasonable efforts to remedy its inability to perform. The suspension of performance shall be of no greater scope and no longer duration than that which is necessary. No obligations of either Party which arose before the occurrence causing the suspension of performance and which could and should have been fully performed before such occurrence shall be excused as a result of such occurrence.

I. Notices

1. Unless indicated otherwise herein, all notices, claims, payments, statements or other writing authorized or required by this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is to be given, or within three (3) business days after mailing, if mailed to the Party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid, and properly addressed to the Party as follows:

Any Party may specify a different address, which change shall become effective upon receipt of such notice by the other Party.

J. Dispute Resolution

Either Party may give the other Party written notice of any dispute. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between the District's Water Utility Enterprise Chief Operation Officer, and an executive of similar authority to act on behalf of Sunnyvale. Within twenty (20) calendar days after receipt of the notice of dispute, these executives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange information and attempt to resolve the dispute. If the matter has not been resolved within ninety (90) calendar days of the first meeting, either Party may initiate a mediation of the controversy. The Parties shall select one mediator. If they cannot agree on a mediator, the Party demanding mediation shall request that the Superior Court of Santa Clara County appoint a mediator. The mediation meeting shall not exceed eight (8) hours, unless the Parties agree to extend said time. The costs of the mediator shall be borne by the Parties equally. Mediation under this Section J is a condition precedent to filing an action in any court. All negotiations and any mediation conducted pursuant to this Section J are confidential and shall be treated as compromise and settlement negotiations to which Sections 1119 and 1152 of the California Evidence Code shall apply, and Sections 1119 And 1152 are incorporated herein by reference. Notwithstanding the foregoing provisions, a Party may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo.

K. Miscellaneous

1. Entire Agreement; Amendment. This Agreement embodies the entire understanding between the Parties pertaining to the subject matter contained in it; supersedes any and all prior negotiations, correspondence, understandings, or agreements of the Parties; and may be waived, altered, amended, modified, or repealed, in whole or in part, only on the written consent of both Parties to this Agreement.
2. No Waiver. No failure or delay on the part of either Party in exercising any right, power, or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder.
3. Parties Bound. This Agreement shall be binding on and enforceable by and against the Parties to it and their respective heirs, legal representatives, successors, and assigns, except that neither this Agreement nor the duties or obligations under this Agreement may be assigned by a Party without the prior written consent of the other Party.
4. Authority. Each individual executing this Agreement on behalf of their respective entity represents and warrants that (i) the individual is duly authorized to execute and deliver this Agreement on behalf of that entity in accordance with the entity's legal authority; and (ii) this Agreement is valid and binding on that entity and enforceable against that entity in accordance with its terms.

ATTACHMENT 3

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any conflict of law provisions thereof.
6. Jurisdiction and Venue. The federal and state courts within County of Santa Clara, California, shall have exclusive jurisdiction to adjudicate any dispute arising out of or related to this Agreement. Each Party expressly consents to the personal jurisdiction of and venue in such courts.
7. Interpretation of Agreement. Each Party was represented by legal counsel in the preparation of this Agreement. Therefore, any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement.
8. No Third Party Beneficiaries. Except as specified in Section B(7) and B(8) above, this Agreement is entered into only for the benefit of the Parties executing this Agreement and not for the benefit of any other individual, entity, or person.
9. Headings. The titles and headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
11. Severability. All provisions of this Agreement are separate and divisible, and if any part is held invalid, the remaining provisions shall continue in full force and effect.

ATTACHMENT 3

IN WITNESS WHEREOF, SUNNYVALE AND DISTRICT HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR RESPECTIVE DULY AUTHORIZED OFFICERS ON THE EFFECTIVE DATE.

ATTEST:

CITY OF SUNNYVALE

By: _____

By: _____

Name/Title _____

Name/Title _____

APPROVED AS TO FORM:

City Attorney

ATTEST:

SANTA CLARA VALLEY WATER DISTRICT
"District"

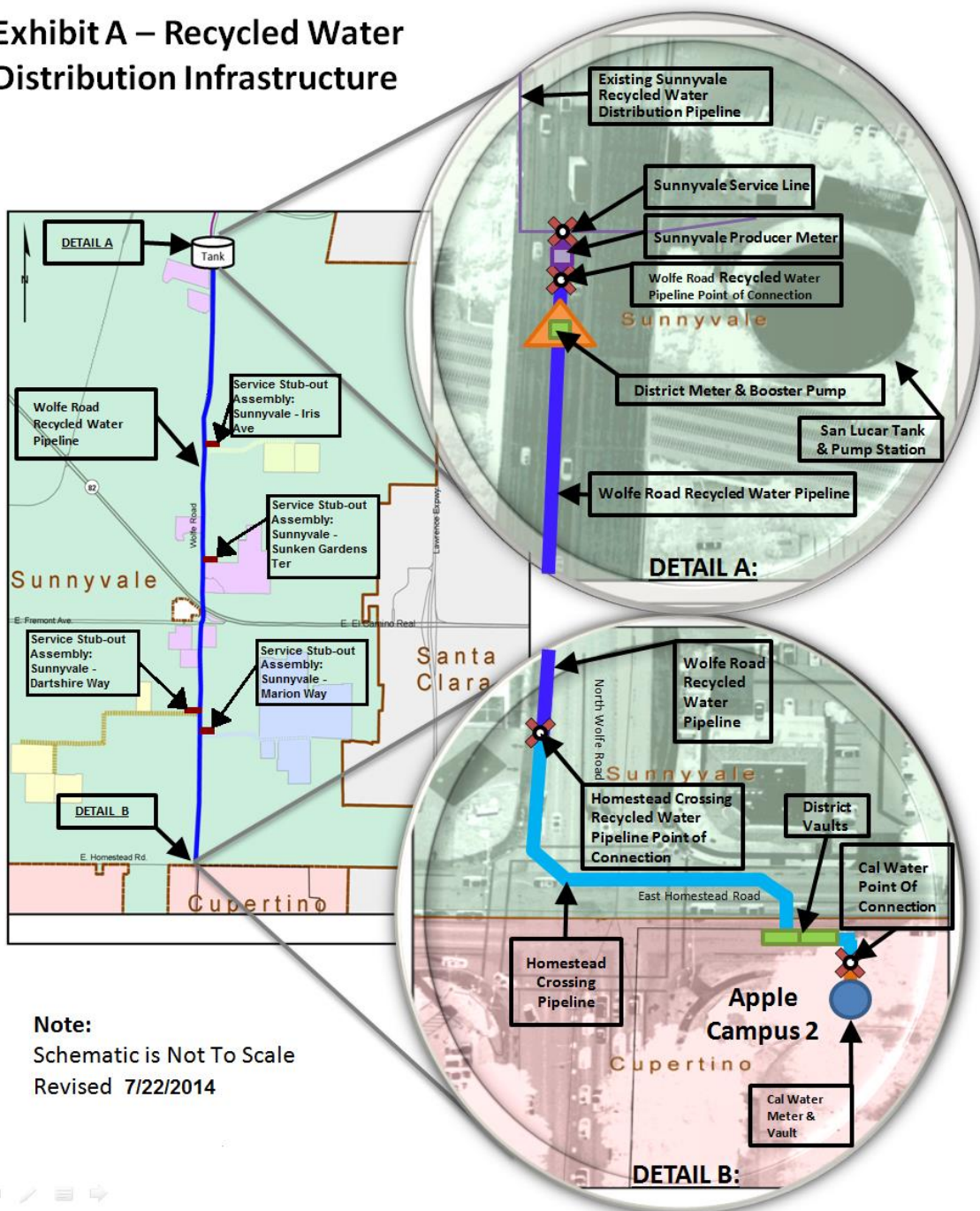
Michele L. King, CMC
Clerk/Board of Directors

By: _____
Tony Estremera
Chair/Board of Directors

APPROVED AS TO FORM:

Anthony T. Fulcher
Senior Assistant District Counsel

Exhibit A – Recycled Water Distribution Infrastructure



**EXHIBIT B – EXPANDED VIEW OF SERVICE STUB-OUT ASSEMBLY
(Not To Scale)**

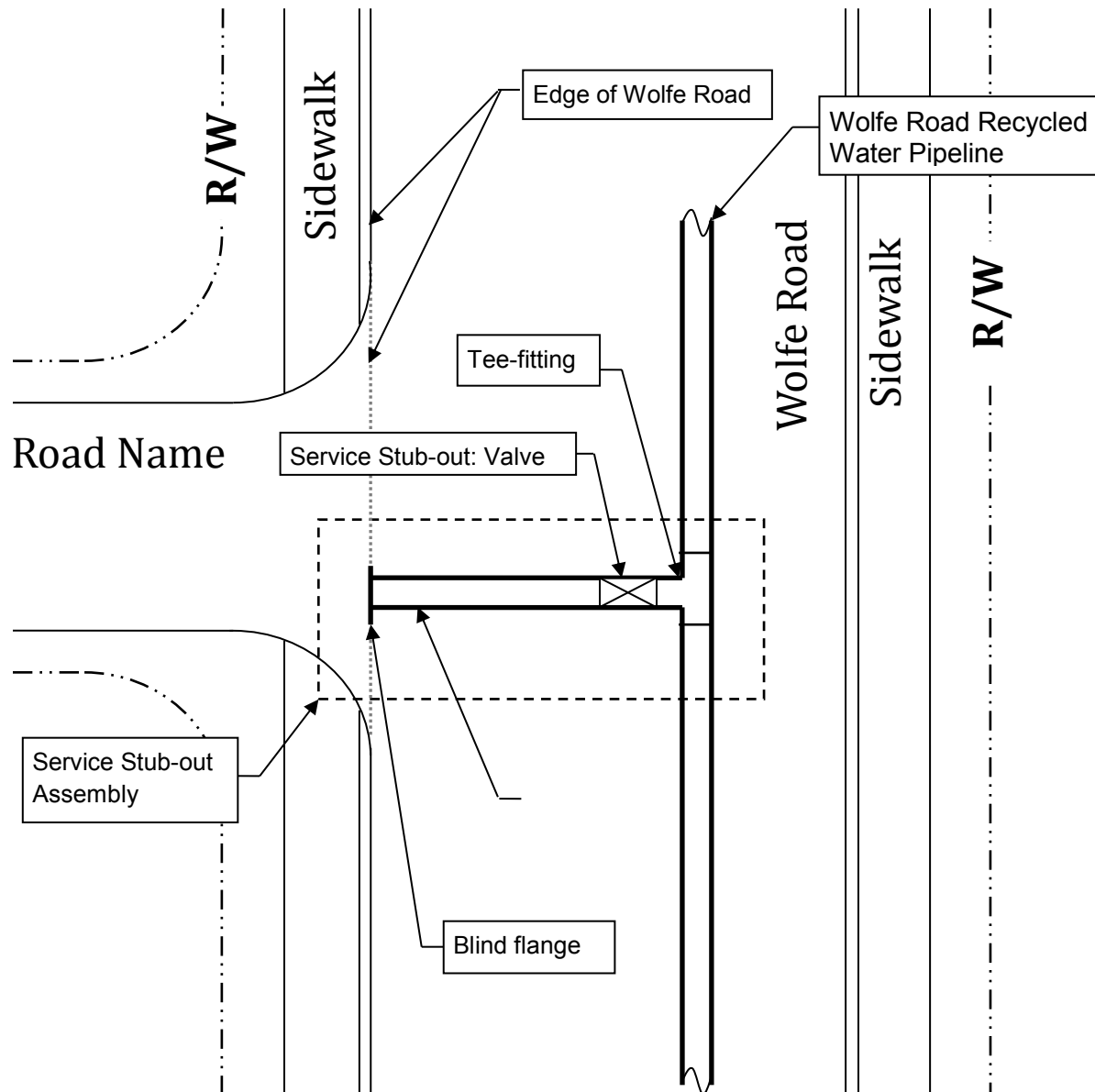


EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Sunnyvale's indemnification of, or liability to, the District, Sunnyvale must provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

Sunnyvale must provide its insurance broker(s)/agent(s) with a copy of these requirements and warrants that these requirements have been reviewed by Sunnyvale's insurance agent(s) and/or broker(s), who have been instructed by Sunnyvale to procure the insurance coverage required herein.

In addition to certificates, Sunnyvale must furnish District with copies of original endorsements affecting coverage required by this Appendix. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All endorsements and certificates are to be received and approved by District before the contract commences.** In the event of a claim or dispute, District has the right to require Sunnyvale's insurer to provide complete, certified copies of all required pertinent insurance policies, including endorsements affecting the coverage required by this Appendix.

Sunnyvale must, at its sole cost and expense, procure and maintain during the entire period of this Agreement the following insurance coverage(s).

REQUIRED COVERAGES

1. Commercial General/Business Liability Insurance with coverage as indicated:

\$2,000,000 per occurrence / **\$2,000,000** aggregate limits for bodily injury and property damage

General Liability insurance must include:

- a. Coverage that is at least as broad as that found in the standard ISO Form CG 00 01.
- b. Contractual Liability expressly including liability assumed under this contract.
- c. If Sunnyvale will be working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, overpass, underpass, or crossway must be deleted, or a railroad protective policy in the above amounts provided.
- d. Severability of Interest
- e. Broad Form Property Damage liability

ATTACHMENT 3

- f. If the standard ISO Form wording for "OTHER INSURANCE," or other comparable wording, is not contained in Sunnyvale's liability insurance policy, an endorsement must be provided that said insurance will be primary insurance and any insurance or self-insurance maintained by District, its Directors, officers, employees, agents or volunteers will be in excess of Sunnyvale's insurance and will not contribute to it.
2. **Business Auto Liability Insurance** with coverage as indicated:

\$2,000,000 combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.
3. **Workers' Compensation and Employer's Liability Insurance**

Statutory California Workers' Compensation coverage covering all work to be performed for the District.

Employer Liability coverage for not less than \$1,000,000 per occurrence.

GENERAL REQUIREMENTS

With respect to all coverages noted above, the following additional requirements apply:

1. **Additional Insured Endorsement(s)** Sunnyvale must provide an additional insured endorsement for Commercial General/Business Liability and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc. arising out of the named insureds' activities and work. Other public entities may also be added to the additional insured endorsement as applicable and Sunnyvale will be notified of such requirement(s) by the District.

(NOTE: Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 20 10, CG 2033, CG 2037. Note: Editions dated 07/04 are not acceptable)
2. **Primacy Clause:** Sunnyvale's insurance must be primary with respect to any other insurance which may be carried by the District, its officer, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss.
3. **Cancellation Clause Revision:** The Certificate of Insurance **MUST** provide **30 days notice of cancellation, (10 days notice for non-payment of premium)**. **NOTE: The standard wording in the ISO Certificate of Insurance is not acceptable.** The following words must be crossed out or deleted from the standard cancellation clause: "...endeavor to..." AND "...but failure to mail such notice must impose no obligation or liability of any kind upon the company, its agents or representatives."
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key

ATTACHMENT 3

Rating Guide or a company of equal financial stability that is approved by the District's Risk Management Administrator.

5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by the District.. Sunnyvale shall provide the District a letter of self insurance covering the above terms and conditions.
6. **Subcontractors:** Should any of the work under this Agreement be sublet, Sunnyvale must require each of its subcontractors of any tier to carry the aforementioned coverages, or Sunnyvale may insure subcontractors under its own policies.
7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Sunnyvale for the benefit of the District must not be deemed to release or limit any liability of Sunnyvale. Damages recoverable by the District for any liability of Sunnyvale must, in any event, not be limited by the amount of the required insurance coverage.
8. **Coverage to be Occurrence Based:** All coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Sunnyvale agrees on to waive subrogation against the District to the extent any loss suffered by Sunnyvale is covered by any Commercial General Liability policy, Automobile policy, or Workers' Compensation policy, described in Required Coverages above. Sunnyvale agrees to advise its broker/agent/insurer about this provision and obtain any endorsements, if needed, necessary to ensure the insurer agrees.
10. **Non-Compliance:** The District reserves the right to withhold payments to Sunnyvale in the event of material noncompliance with the insurance requirements outlined above.
11. **Please mail the certificates and endorsements to:**

**Contract Administrator
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118**

IMPORTANT: On the certificate of insurance, please note either the name of the project or the name of the District contact person or unit for the contract.

If your insurance broker has any questions, please advise him/her to call Mr. David Cahen, District Risk Management Administrator, at (408) 630-2213.

Long-Term Recycled Water Agreements

ATTACHMENT 4

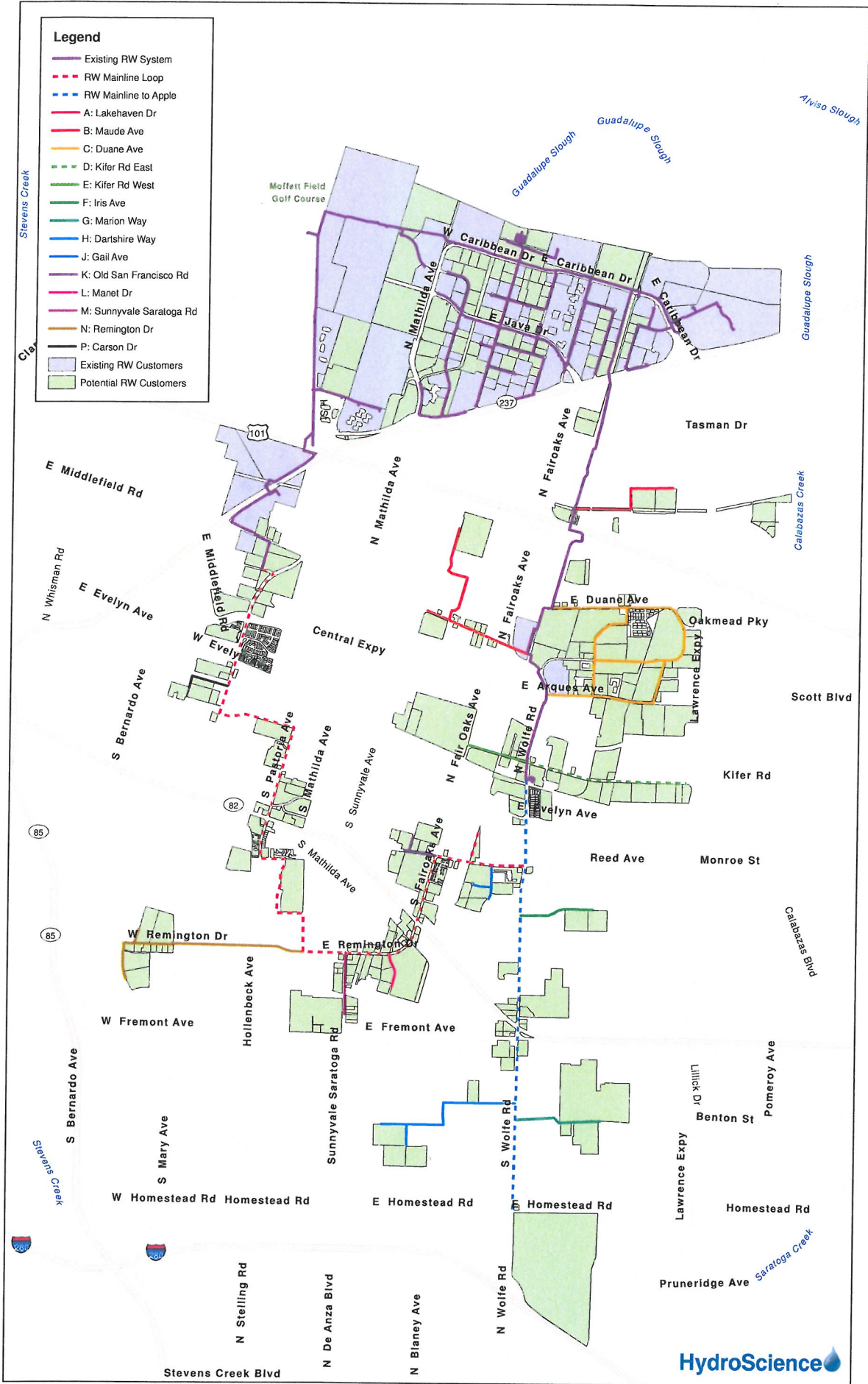
#	Item	Sunnyvale Integration Agreement Draft Terms	SBWR Integration Agreement Existing Terms	SCRWA Wholesaler Agreement Existing Terms
1	Length of Agreement	50 Years Exp. 2054 (Proposed)	40 Years Exp. 2050	20 Years Exp. 2026
2	Option to Renew	<ul style="list-style-type: none"> Yes 	<ul style="list-style-type: none"> Yes 	<ul style="list-style-type: none"> Yes
3	District Role	<ul style="list-style-type: none"> Wholesaler (downstream of San Lucar Pump Station) Option to be Producer/Wholesaler for complete system in future 	<ul style="list-style-type: none"> Partner Producer, with SVAWPC Wholesaler (downstream of Metcalf Energy Center in south San Jose) 	<ul style="list-style-type: none"> Wholesaler (complete system)
4	Partnership	<ul style="list-style-type: none"> Non- Potable Reuse (NPR) Future Potable Reuse (PR) 	<ul style="list-style-type: none"> Non- Potable Reuse (NPR) 	<ul style="list-style-type: none"> Non- Potable Reuse (NPR)
5	System Ownership	<ul style="list-style-type: none"> District owns/operates/maintains the Wolfe Road Facilities Negotiate option for District to purchase entire Sunnyvale recycled water system Negotiate option for District to acquire a long-term lease of Sunnyvale lands for Advanced Water Purification (AWP) facilities 	<ul style="list-style-type: none"> District owns/operates/maintains the SVAWPC District maintains existing 40-yr lease from San Jose for SVAWPC lands 	<ul style="list-style-type: none"> District owns/operates/maintains the recycled water system downstream of SCRWA plant
6	District Costs and Revenue Sharing	<ul style="list-style-type: none"> Capital costs: <ul style="list-style-type: none"> Capital cost to be negotiated O&M costs: <ul style="list-style-type: none"> O&M costs to be negotiated Revenue: <ul style="list-style-type: none"> Prior to WPCP upgrade, revenue from recycled water sales will be shared 40% District 60% City (due to higher O&M cost for the City) 	<ul style="list-style-type: none"> Capital costs: SVAWPC O&M costs: Production of purified water Revenue Sharing: Based on SBWR and SVAWPC O&M costs 	<ul style="list-style-type: none"> Capital costs: South County Recycled Water Master Plan O&M costs: As the Wholesaler, District is responsible for all the O&M cost downstream of the treatment plant Revenue: As the Wholesaler, District is receiving all revenue from recycled water sales.
7	Recycled Water Quantity	<ul style="list-style-type: none"> 1 to 3 mgd for NPR 10 to 19.5 mgd for potential future IPR 	<ul style="list-style-type: none"> 17 mgd (Includes 8 mgd from SVAWPC) for NPR At least 5 mgd to District for NPR & PR out of Silver Creek Pipeline 	<ul style="list-style-type: none"> 2 mgd for NPR
8	Recycled Water Quality	<ul style="list-style-type: none"> Current: NPR quality complies with Title 22 requirements 	<ul style="list-style-type: none"> Current: NPR quality complies with Title 22 requirements, and is improved 	<ul style="list-style-type: none"> Current: NPR quality complies with Title 22 requirements

Long-Term Recycled Water Agreements

ATTACHMENT 4

#	Item	Sunnyvale Integration Agreement Draft Terms	SBWR Integration Agreement Existing Terms	SCRWA Wholesaler Agreement Existing Terms
		<ul style="list-style-type: none"> Future: Purified water quality 	<p>through blending with purified water from SVAWPC</p> <ul style="list-style-type: none"> SVAWPC: Purified water quality (Advanced Oxidation Process, AOP, not included at present) 	
9	Future Land Requirements for Advance Treatment	<ul style="list-style-type: none"> Approximately 1 acre within existing Sunnyvale WPCP 	<ul style="list-style-type: none"> Approximately 25 acres for future expansion options 	<ul style="list-style-type: none"> N/A
10	Brine Management	<ul style="list-style-type: none"> Active collaboration/cooperation on future brine disposal including local/regional outfalls and engineered wetlands. 	<ul style="list-style-type: none"> SVAWPC reverse osmosis reject brine sent back to SJ/SC Regional Wastewater Facility 	<ul style="list-style-type: none"> N/A
11	Pursue Grant and External Funding	<ul style="list-style-type: none"> Pursue and cooperate on external funding opportunities 	<ul style="list-style-type: none"> Pursue and cooperate on external funding opportunities 	<ul style="list-style-type: none"> Not provided in agreement, but historical practice of pursuing and collaborating on external funding opportunities
12	Environmental Review	<ul style="list-style-type: none"> Cooperate on the preparation of environmental review documents City will be the CEQA Lead Agency for the WPCP Master Plan, which will include an MBR option Off-ramping language in EIR to ensure timely progress on WPCP upgrade 	<ul style="list-style-type: none"> Cooperate on the preparation of environmental review documents 	<ul style="list-style-type: none"> Cooperate on preparation of environmental review documents
13	Governance Coordination	<ul style="list-style-type: none"> Joint Sunnyvale/District Elected Official Committee Technical Advisory Group 	<ul style="list-style-type: none"> Joint SBWR/District Elected Official Committee (PAC) Technical Advisory Committee 	<ul style="list-style-type: none"> Coordination through Wholesaler Agreement Technical Advisory Committee

Attachment 5



ATTACHMENT 6

CEQA Addendum To The Mitigated Negative Declaration For Wolfe Road Recycled Water Project

The purpose of this Addendum is to make minor technical additions to the Mitigated Negative Declaration adopted by the Sunnyvale City Council on September 24, 2014 for the Wolfe Road Recycled Water Project. None of the conditions described in 14 California Code of Regulations Section 15162 calling for the preparation of a subsequent negative declaration have occurred.

Project Description: Use of Recycled Water

The Initial Study identifies potential recycled water users generally, including “nearby parks, schools, and recreation sites.” The City of Sunnyvale has identified the following specific sites as potential landscape irrigation customers: Braly Park, Ponderosa Park, Sunken Gardens Golf Course, Ortega Park, Panama Park, Peterson Middle School, Patrick Henry Middle School, and Raynor Park. These users would likely be served by new lateral pipelines and not directly from the Wolfe Road pipeline. The new pipelines will be constructed in partnership with other water service providers (e.g., Cal Water), and would be subject to future review and approval. The proposed Apple 2 campus also is identified as a potential customer for industrial use.

The Initial Study evaluated the potential environmental impacts associated with constructing a pipeline of up to 42 inches in diameter. The maximum amount of recycled water the City will ultimately use from this alignment is between 495 acre-feet per year (AF) to 830 AF should the Main Loop on Old San Francisco Rd be built. In addition Apple Campus 2 could use a maximum of 500 AF at full build out.

Hydrology and Water Quality: Potential Impacts to Groundwater and Surface Water

The Santa Clara Valley Water District’s Recycled Water Irrigation and Groundwater Study identifies the area to be served by Wolfe Road pipeline as having a high soil aquifer treatment (SAT) capacity (SAT Zones 1-2), indicating a high level of natural treatment of contaminants. SAT Zones 1-2 have physical characteristics that are the most ideal for the application of recycled water and protection of groundwater quality. In addition, the area also is designated as having a low potential for irrigation with recycled water to result in groundwater degradation.

The City will implement applicable regulatory standards such as the City’s existing water reclamation requirements (Order No. 94-069) and Title 22 standards.

The Wolfe Road pipeline will be owned by the District. The District being the agency responsible for groundwater management in Santa Clara County will take on the responsibility of groundwater monitoring, and the City of Sunnyvale will support District groundwater monitoring efforts.

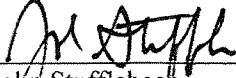
Operation and Maintenance of the Pipeline and Pump Station Improvements

Environmental impacts from Operation and Maintenance (O&M) activities were considered in the Initial Study – see discussion throughout regarding impacts from “operations.” Small pump stations and pipelines require very little O&M activity. However, where appropriate, the analysis considered what typical effects may result from O&M and disclosed those effects in the Initial Study.

In addition to facility O&M, the City will work with individual recycled water users to ensure that recycled water application systems are working properly. Consistent with Order No. 94-069, these activities will include operator training, periodic inspections, and backflow prevention device testing. Each end-user will prepare self-monitoring reports describing onsite observations and use data. The level of effort to conduct these activities and the potential for ground-disturbing activities would be minor, and

ATTACHMENT 6

limited to annual or semi-annual site visits, collecting and analyzing samples, and occasional replacement of irrigation facilities.



John Stufflebean
Director of Environmental Services

7-15-14
Date



Environmental Services Department
City of Sunnyvale
P.O. Box 3707
Sunnyvale, California 94088-3707

ATTACHMENT 6

MITIGATED NEGATIVE DECLARATION

The Director of Environmental Services Department has reviewed the proposed project described below to determine whether it could have a significant effect on the environment as a result of project completion. "Significant effect on the environment" means a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance.

NAME OF PROJECT: Wolfe Road Recycled Water Project

PROJECT DESCRIPTION: The project consists of improvements to the existing San Lucar Pump Station and the construction of a new recycled water pipeline down Wolfe Road to Homestead Road, approximately 13,500 linear feet.

PROJECT LOCATION & ASSESSORS PARCEL NO.: The project would be located along Wolfe Road, from the San Lucar Pump Station (approximately 0.25 miles south of Central Expressway) to Homestead Road.

APPLICANT CONTACT INFORMATION: Mansour Nasser, P.E., Environmental Services Department, 456 W. Olive Ave, Sunnyvale, CA 94086. Phone (408) 730-7578.

FINDING

The Director of Environmental Services Department finds the project described above will not have a significant effect on the environment in that the attached initial study identifies one or more potentially significant effects on the environment for which the project applicant, before public release of this draft Mitigated Negative Declaration, has made or agrees to make project revisions that clearly mitigate the effects to a less than significant level.

MITIGATION MEASURES INCLUDED IN THE PROJECT TO REDUCE POTENTIALLY SIGNIFICANT EFFECTS TO A LESS THAN SIGNIFICANT LEVEL

- I. **AESTHETICS** – The project will not have a significant impact on this resource, therefore no mitigation is required.
- II. **AGRICULTURE RESOURCES** – The project will not have a significant impact on this resource, therefore no mitigation is required.
- III. **AIR QUALITY** – The project will not have a significant impact on this resource, therefore no mitigation is required.
- IV. **BIOLOGICAL RESOURCES** – Due to the presence of potential migratory bird nesting habitat in the vicinity of the project area, the mitigation measure below will be implemented to avoid any direct and indirect effects to migratory birds during construction.

ATTACHMENT 6

To minimize and avoid potential direct and indirect impacts to migratory bird species and in conformance with the Migratory Bird Treaty Act, pre-construction nesting bird surveys shall be conducted for all construction activity occurring within the nesting season (generally extending from February 1st to August 31st). Surveys shall be conducted no more than 7 days prior to any construction activity in areas within or directly adjacent to the construction disturbance area. All surveys shall be done by a qualified biologist in conformance with CDFG survey protocol for migratory birds. If ground-disturbing activities are delayed for more than 30 days after the pre-construction survey, the site must be re-surveyed

- V. **CULTURAL RESOURCES** – The project will not have a significant impact on this resource, therefore no mitigation is required.
- VI. **GEOLOGY AND SOILS** – The project will not have a significant impact on this resource, therefore no mitigation is required.
- VII. **HAZARDS AND HAZARDOUS MATERIALS** – Due to the presence of potential hazardous materials in the vicinity of the project area, the mitigation measures below will be implemented to help ensure avoidance of any potential direct and indirect effects to the community caused by disturbances to these materials.

Prior to any construction activities, the construction contractor shall conduct an initial site investigation to help confirm the absence of contaminated soil or groundwater that may exist within the area to be excavated. Additional investigations may be required based on the results of the initial investigation. Regardless of the results of the investigation, any hazardous materials that are found during construction of the pipeline would be handled in compliance with applicable laws and regulations regarding transport, handling, disposal, and storage. All federal, state, and local reporting requirements would be followed regarding the use and handling of hazardous and non-hazardous materials at the project site.

- VIII. **HYDROLOGY AND WATER QUALITY** – The project will not have a significant impact on this resource, therefore no mitigation is required.
- IX. **LAND USE AND PLANNING** – The project will not have a significant impact on this resource, therefore no mitigation is required.
- X. **MINERAL RESOURCES** – The project will not have a significant impact on this resource, therefore no mitigation is required.
- XI. **NOISE** – The project will not have a significant impact on this resource, therefore no mitigation is required.
- XII. **POPULATION AND HOUSING** – The project will not have a significant impact on this resource, therefore no mitigation is required.
- XIII. **PUBLIC SERVICES** – The project will not have a significant impact on this resource, therefore no mitigation is required.
- XIV. **RECREATION** – The project will not have a significant impact on this resource, therefore no mitigation is required.

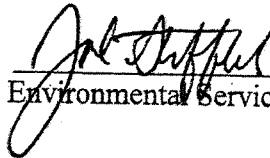
ATTACHMENT 6

- XV. TRANSPORTATION / TRAFFIC** – The project will not have a significant impact on this resource, therefore no mitigation is required.
- XVI. UTILITIES AND SERVICE SYSTEMS** – The project will not have a significant impact on this resource, therefore no mitigation is required.
- XVII. MANDATORY FINDINGS OF SIGNIFICANCE** – The project will not substantially reduce the habitat of a fish or wildlife species, be cumulatively considerable, or have a substantial adverse effect on human beings, therefore no additional mitigation is required.

PUBLIC REVIEW PERIOD

Before 5:00 p.m. on November 7, 2012, any person may:

1. Review the Draft Mitigated Negative Declaration (MND) as an informational document only; or
2. Submit written comments regarding the information, analysis, and mitigation measures in the Draft MND. Before the MND is adopted, staff will prepare written responses to any comments, and revise the Draft MND, if necessary, to reflect any concerns raised during the public review period. All written comments will be included as part of the Final MND.

 _____, Director
Environmental Services Department

Circulated on: October 19, 2012

Adopted on: September 24, 2013



City of Sunnyvale

Agenda Item

14-0607

Agenda Date: 9/30/2014

REPORT TO COUNCIL

SUBJECT

Lawrence Expressway Grade Separations Study - Consideration of Conceptual Alternative

BACKGROUND

The cities of Sunnyvale and Santa Clara have participated in a conceptual design study by the County of Santa Clara Roads and Airports Department for improvements at three intersections (Reed/Monroe Avenue, Kifer Road, and Arques Avenue) on Lawrence Expressway that are planned for grade separation. The concept study analyzed the feasibility of alternatives by preparing engineering drawings, conducting utility and other investigations, and performing traffic modeling. A public outreach effort was also conducted. The intended outcome is the development of a specific project concept to address existing and projected traffic congestion on Lawrence Expressway, which can then be included in the County's long-range expressway plan. This will support future efforts to fund improvements both on the part of the County of Santa Clara and the two cities.

This report was considered by the Bicycle and Pedestrian Advisory Commission on August 21, 2014 and by the Planning Commission on August 25, 2014.

EXISTING POLICY

General Plan *Land Use and Transportation Chapter*, Policy LT -1.2 Support coordinated regional transportation system planning and improvements.

ENVIRONMENTAL REVIEW

This action is exempt from CEQA per CEQA Guidelines section 15262, preparation of feasibility and planning studies for future action.

DISCUSSION

Lawrence Expressway is a County-owned roadway that borders Sunnyvale and Santa Clara. Maintaining efficient traffic flow is important to the transportation and land use plans of all three agencies. The three locations in question are elements of the City's Transportation Strategic Program (TSP) and are considered vital for supporting north-south traffic and access to and from the Moffett Industrial Park area. The TSP is intended to fund a number of improvements including Lawrence Expressway grade separations. Sunnyvale has planned on funding a fair share of improvements to Lawrence Expressway intersections in Sunnyvale, splitting costs with the County and Santa Clara, based on the amount of Sunnyvale traffic utilizing the roadway since adoption of the TSP. Initial cost estimates developed in 2003 by the County are based on preliminary sketch level concepts and estimates. The Lawrence Expressway Grade Separation Study provides a more detailed analysis and development of project alternatives necessary to progress with Lawrence Expressway improvements. This study will also support maintaining an updated Traffic Impact Fee. The City's financial contribution is eligible to be funded from Transportation Impact Fees.

The study initially evaluated a broad range of alternatives to assess feasibility, effectiveness, and cost. An initial coarse assessment narrowed the potential alternatives to three. These were subject to detailed concept design, traffic analysis, multi-modal circulation assessment, assessment of community impacts, right of way requirements, constructability, and cost benefit. After staff, decision maker, and community evaluation, a fourth alternative was developed that incorporated beneficial aspects of the three initial alternatives. The County of Santa Clara is asking that the City endorse the Recommended Final Concept, presented as Attachment 1, for inclusion in the County Expressway Plan. In summary, the Recommended Final Concept features lowering the expressway below the current grade and constructing elevated intersection connections to side streets.

Endorsement of the Recommended Final Concept does not constitute project approval, and future design and environmental work will continue to assess and refine alternative design concepts. Inclusion of the Concept on the County Expressway Plan provides a better definition of the scope and scale of a future project, which enables the County and the cities to refine planning and funding efforts.

Public outreach and communication with decision making bodies was an important aspect of the project. The County held three public workshops, two in Sunnyvale and one in Santa Clara. The workshops introduced the project (workshop 1), presented alternatives for study and initial study findings (workshop 2), and explained the Recommended Final Concept (workshop 3). All were well attended. Staff participated in a Technical Working Group, and Vice-Mayor Davis sat on a Policy Advisory Board. The City Council, Planning Commission, and Bicycle and Pedestrian Advisory Commission reviewed study findings in respective study sessions.

Board and Commission Review

The Bicycle and Pedestrian Advisory Commission considered this item on August 25, 2014 (RTC 14-0096). Commissioners voted 6-0 to recommend Alternative 1: Recommend that the City Council endorse the Recommended Final Concept for Lawrence Expressway Grade Separations for inclusion in the County Expressway Plan.

The Planning Commission considered this item on August 25, 2014 (RTC 14-0768). Commissioners voted 4-0 (three Commissioners absent) to recommend Alternative 1: Recommend that the City Council endorse the Recommended Final Concept for Lawrence Expressway Grade Separations for inclusion in the County Expressway Plan.

FISCAL IMPACT

There is no fiscal impact from endorsement of the Recommended Final Concept for inclusion in the County Expressway Plan.

PUBLIC CONTACT

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

This report was considered by the Bicycle and Pedestrian Advisory Commission on August 21, 2014

and by the Planning Commission on August 25, 2014.

ALTERNATIVES

1. Endorse the Recommended Final Concept for Lawrence Expressway Grade Separations for inclusion in the County Expressway Plan.
2. Endorse another design concept for inclusion in the County Expressway Plan.
3. Do not endorse a design concept for inclusion in the County Expressway Plan and provide direction to staff on next steps.

STAFF RECOMMENDATION

Alternative 1: Endorse the Recommended Final Concept for Lawrence Expressway Grade Separations for inclusion in the County Expressway Plan.

BOARD/COMMISSION RECOMMENDATION

The Bicycle and Pedestrian Advisory Commission and the Planning Commission voted unanimously to recommend Alternative 1: Recommend that the City Council endorse the Recommended Final Concept for Lawrence Expressway Grade Separations for inclusion in the County Expressway Plan.

Prepared by: Manuel Pineda, Assistant Director of Public Works

Reviewed by: Kent Steffens, Director of Public Works

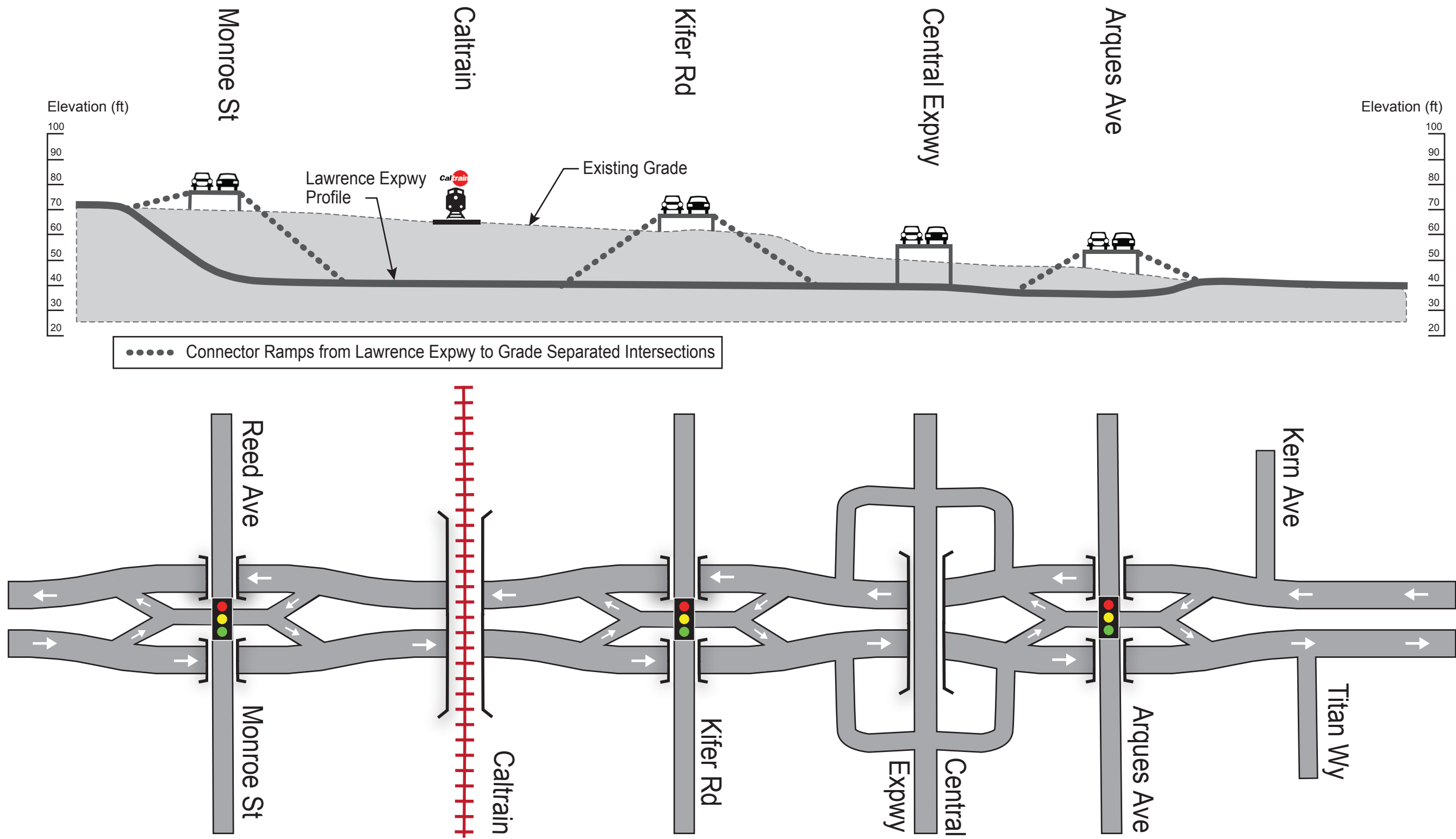
Reviewed by: Robert A. Walker, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Recommended Final Lawrence Expressway Grade Separations Concept
2. Excerpt of the August 21, 2014 draft meeting minutes of the Bicycle and Pedestrian Advisory Commission.
3. Excerpt of the August 25, 2014 approved meeting minutes of the Planning Commission.

Lawrence Expressway Grade Separation Concept Study



Recommended Final Concept

January 29, 2014



PUBLIC HEARINGS/GENERAL BUSINESS**2 14-0096 Lawrence Expressway Grade Separations Study -
Consideration of Conceptual Alternative**

Acting Chair Jackson asked for a staff report.

Manuel Pineda, Assistant Director of Public Works, presented the staff report. He announced that the County completed the expressway study and are ready to move forward. He noted that staff is recommending approval of the concept plan for the Lawrence Expressway Grade Separation to be included into the County Expressway plan. Mr. Pineda reminded the Commission that the final concept is not for project approval but approval only for the project to move forward for additional design, environmental clearance and everything else related to it.

Commissioner Jones stated that he would be supporting the concept as presented. He added that the concept was put together with good thought combining positive comments from the previous workshops, including input from the public and public agencies.

Acting Chair Jackson outlined what he liked about the design. He then expressed concerns regarding the width of the bicycle and pedestrian ramps. He noted that if the ramps are not wide enough they may cause pedestrians to cross where cyclists are riding. He added that even though the bike path has not been defined he hopes it will meet highway design manual standards. Acting Chair Jackson then noted that the bicycle shoulders that will be on Lawrence should be designed and maintained to a high standard. Acting Chair Jackson stated that these were all important considerations and with those caveats he would also support the concept plan as presented.

Commissioner Cordes stated that he did not see any connection points or paths on how pedestrians/bicyclists will have access to Caltrain. Commissioner Kolber noted that the information would be covered in the Lawrence Station Area Plan. Acting Chair Jackson suggested that it would be appropriate to state under the Conditions of Approval for the project. Commissioner Cordes suggested that with the new building of roads, some of the new connectors should be bus stops for people to transfer. Acting Chair Jackson stated that the concern could be noted and directed towards the County.

Acting Chair Jackson stated that the color coding on the map was confusing. He noted that it seemed to show both a bike lane and bike shoulders along Lawrence

but did not think that was intended. Commissioner Kolber asked if they were going to provide a ride shoulder on both sides of Lawrence Expressway. Acting Chair Jackson asked Mr. Pineda to check with the County about color coding and the legend referencing a bike lane on Lawrence.

Councilmember Whittum noted that there is an express bus with four buses a day on Lawrence Expressway and stated that bus details will be discussed in the design.

Acting Chair Jackson asked for a motion. Commissioner Kolber moved and Commissioner Cordes seconded the motion to approve Alternative 1: Endorse the Recommended Final Concept for Lawrence Expressway Grade Separations for inclusion in the County Expressway Plan. The motion carried by the following vote:

Yes 6 - Vice Chair Jackson
Commissioner Cordes
Commissioner Jones
Commissioner Kolber
Commissioner Rausch
Commissioner Welch

No 0

3 14-0710 Election of Chair and Vice Chair

Acting Chair Jackson asked if there were nominations for Chair. Kevin Jackson and Dave Jones were nominated for Chair.

The motion to elect Dave Jones as Chair carried by the following vote:

Yes 3
No 2
Obstain 1

Acting Chair Jackson asked if there were nominations for Vice Chair. Kevin Jackson was nominated for Vice Chair.

The motion to elect Kevin Jackson as Vice Chair carried by the following vote:

Yes 6
No 0

NON-AGENDA ITEMS & COMMENTS

14-0768

Lawrence Expressway Grade Separations Study - Consideration of Conceptual Alternative

Staff Contact: Manuel Pineda, (408) 730-7426,
mpineda@sunnyvale.ca.gov

Manuel Pineda, Assistant Director of the Public Works Department, presented the staff report.

Vice Chair Olevson commented on the conceptualization depicting cyclists having to exit onto some intersecting streets from the fast lane on the expressway, to which Mr. Pineda responded that the design stage will address this issue in more detail.

Comm. Durham discussed with Mr. Pineda future County demarcation of separate bike facilities, and confirmed the current cost estimate, the projected construction period and that the project will likely have to be phased.

Chair Melton opened the public hearing, and upon seeing no speakers for this item, closed the public hearing.

Vice Chair Olevson moved to recommend that the City Council endorse the Recommended Final Concept for Lawrence Expressway Grade Separations for inclusion in the County Expressway Plan.

Comm. Rheume seconded.

Vice Chair Olevson said that as a former businessman having to constantly worry about financing, he feels great trepidation about approving a concept before conceptually knowing how much it will cost. He added that we need to move this along so that funding sources and final designs can be worked on and approved with the proper support from the various Cities and other jurisdictions involved, and that he is comfortable moving ahead with the concept.

Comm. Rheume said it sounds like the step to begin getting funding so he thinks it is the right thing to do.

Comm. Durham said he will be supporting the motion, but that he thinks things will change sooner than assumed with the advent of self-driving cars, which may make this planning moot, but that we cannot wait as a jurisdiction to hope that traffic patterns and issues for future vehicles will come to pass.

Chair Melton supporting motion, and that what stands out is that the County of

Santa Clara is doing a phenomenal job of community outreach. He said he sits on the Lawrence Station Area Plan Community Advisory Group and has heard the County make this presentation, and that they get a gold star in terms of moving this project forward.

MOTION: Vice Chair Olevson moved to recommend that City Council endorse the Recommended Final Concept for Lawrence Expressway Grade Separations for inclusion in the County Expressway Plan. Comm. Rheaume seconded. The motion carried by the following vote:

Yes: 4 - Chair Melton
Vice Chair Olevson
Commissioner Durham
Commissioner Rheaume

No: 0

Absent: 3 - Commissioner Harrison
Commissioner Klein
Commissioner Simons



City of Sunnyvale

Agenda Item

14-0762

Agenda Date: 9/30/2014

REPORT TO COUNCIL

SUBJECT

Adopt a Resolution to Amend Annual Fee Resolution to update FY 2014/15 Park Dedication In-Lieu Fee Land Valuation

BACKGROUND

The Sunnyvale Municipal Code requires that annually the Director of Community Development determine the value of land for park-dedication in-lieu fees for City Council adoption in the fee resolution. Staff commissioned an appraisal report to assess the fair market value of residential land; however the report was not available when the remaining fees were considered by the City Council in June 2014. The park dedication in-lieu fee land value was last adjusted in 2011 when the rate was set at \$69 per square foot. From 2008-2011 the fair market value of land for park dedication in-lieu fees was set at \$96 per square foot. As necessary, it is appropriate to raise the fee which would allow the purchase of land for park purposes to reflect the cost of land in the community.

EXISTING POLICY

Sunnyvale Municipal Code (SMC) has two chapters regarding the requirements for park land dedication (or in-lieu fees): Chapter 18.10. *Parks and Open Space Dedication* in Title 18 (Subdivisions); and, Chapter 19.74. *Park Dedication Fees for Rental Housing Projects* in Title 19 (Zoning) which state:

Annually, on a fiscal year basis, the director of community development shall determine the fair market value for an acre of land in the city. The fair market value amount shall be included in the fee resolution adopted by the city council.

Traditionally, the land value has been published showing the value for a square foot of land which, if multiplied by 43,560, provides the value for an acre.

ENVIRONMENTAL REVIEW

N/A

DISCUSSION

Background

Staff has commissioned an appraisal report from Valbridge Property Advisors/ Hulberg Associates, Inc., for the purposes of establishing the fair market value of land for park dedication in-lieu fees. The appraiser identified 11 residential property transactions and has included information on the size of property and the selling price of the land. The appraiser included adjustments to reflect factors such as entitlements and current market conditions so that a current range of values for

unentitled land could be determined.

From 2008 to 2011 the land values adopted for park dedication in-lieu fees was \$96 per square foot. In 2011 the value of residential land dropped dramatically. In setting the park dedication in-lieu fees for FY 2011-2012, staff initially recommended a land value of \$75 per square foot-the development community raised concerns. Staff returned to the City Council with additional information on land values. The development community requested Council drop the high and low rates. Staff recommended against dropping these values and recommended a 5 percent additional value for "park ready" property. Council adopted the weighted land values without elimination of high or low and without the surcharge and set the fee at \$69 per square foot.

In 2012, the City was involved in a lawsuit concerning park dedication and fees and no new value was considered for that year. Last year (FY 2013/14), staff commissioned an appraisal report and the average weighted land values were essentially the same as the valuation that had been approved several years before; no adjustment was recommended.

Methodology

Since 2000 staff has recommended park dedication in-lieu fees to the City Council based on a weighted average of land values. A review of various methodologies was presented to the City Council in 2011; and the Council essentially confirmed the past practice by adopting a weighted average of representative land sales.

Policy Options for Setting Park Dedication In-Lieu Fee Land Valuation

Three methodologies for establishing the park dedication in-lieu fee land value are described below.

Option #1: Straight Average. This methodology considers all eleven properties in the appraisal report. The land values per square foot of land for each property are averaged. All per square foot values have equal weight, regardless of the size of the property. This approach can be combined with Option #3.

Option #2: Weighted Average. This methodology also considers all eleven properties included in the appraisal report adding together all of the sales prices and dividing by total land area. This approach gives more weight to larger properties and less weight to smaller properties. This approach can be combined with Option #3.

Option #3: Average with sites removed. This methodology would combine with either #1 (straight) or #2 (weighted) by eliminating sites from the average. Criteria for elimination could include: removing the high and low values; or removing sites unsuitable as a city park site. This approach needs to be paired with Option 1 or 2.

This past year (FY 2013/14) land values increased significantly. The 11 properties (see Attachment 1) in the appraisal report range in value from \$59 per square foot to \$142 per square foot. The following table shows the resulting land values for each of the three options above (Option #3 is paired with Option #1). More detail on the sites and various calculations is available in Attachment 1.

OPTION 1

\$77

(Weighted Values-all properties)

OPTION 2 **\$91**
(Average Values-all properties)

OPTION 3 **\$96**
(Weighted Value excluding land
determined unsuitable for park)

The largest property had the lowest per square foot purchase price; this same property is a Superfund site. Staff has already informed the property owner and the City Council that, based on existing policy, the site is not suitable for a public park. Staff recommends excluding this value from the weighted average calculation which results in a weighted land value of \$96 per square foot (Option 3)

As a point of information, a calculation excluding the high and low values is presented in Attachment 1, which results in an average weighted value of about \$92 per square foot of land. While Staff recommends maintaining the same methodology for establishing the land value as used in 2011 (Option 2), which is to include the high and low values, staff does not believe the Superfund site should be included to calculate land value.

Park Dedication In-Lieu Fees per Dwelling Unit

The land dedication requirement has increased slightly each year from a standard of 1.25 acres per 1,000 population to 5.0 acres per thousand population. The final land dedication adjustment became effective on July 1, 2014. The examples below show only projects with last year's park dedication rate and this year's park dedication rate and compare the current land value and the staff recommended land value.

APPROXIMATE FEE PER DWELLING UNIT

	CURRENT FEE \$69.00/sf Applications Before 07/01/2014	PROPOSED FEE \$96.00/sf Applications Before 07/01/2014	PROPOSED FEE \$96.00/sf Applications After >7/1/2014
Low density residential	\$35,100	\$48,900	\$57,500
Low-medium density residential	\$32,000	\$44,400	\$52,300
Medium and High density residential	\$23,000	\$32,000	\$37,700

Attachment 2 provides more detailed scenarios.

FISCAL IMPACT

An increase in the value of land will result in higher Park Dedication fees, but there will be a transition to the new fee over the course of this fiscal year. The new land value becomes effective 60 days after

Council approval. The land value used to calculate the Park Dedication fee is determined at the time of final map approval for ownership housing units and at the time a complete building permit application is submitted for a rental project. Therefore, a project will be calculated at the old rate if a complete building permit application is submitted before the new rate becomes effective. Revenue projections for the Park Dedication Fund's long term financial plan will be updated for the FY 2015-16 Recommended Budget.

PUBLIC CONTACT

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

ALTERNATIVES

1. Adopt a Resolution Amending the Annual Fee Resolution setting the Park Land Valuation for FY 2014/15 at \$96 per square foot (Attachment 3)
2. Adopt a Resolution Amending the Annual Fee Resolution setting the Park Land Valuation for FY 2014/15 at a different value.
3. Make no changes to the current land value of \$69 per square foot.

STAFF RECOMMENDATION

Alternative 1: Adopt a Resolution Amending the Annual Fee Resolution setting the Park Land Valuation for FY 2014/15 at \$96 per square foot.

Prepared by: Trudi Ryan, Planning Officer

Reviewed by: Hanson Hom, Director, Community Development

Reviewed by: Grace K. Leung, Director, Finance

Reviewed by: Robert A. Walker, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Park Land Values and Calculations
2. Example Park Dedication In-lieu Fees
3. Resolution Amending the Annual Fee Resolution to update the Park Dedication In-Lieu Fee Land Valuation for FY 2014/15

SITE	1	2	3	4	5	6	7	8	9	10	11	CALCULATIONS	NOTES ABOUT CALCULATIONS
PROJECT DEVELOPER/ LOCATION	Watt/ Spanson	SummerHill / Arques-Taylor	Old San Francisco	GreyStar / Kifer	SummerHill / Arques-Taylor R3	SummerHill / Arques-Taylor	SummerHill / Arques-Taylor	Vidovich/ Butcher A/C	St Anton/ Karlstad	1175 Willow	Classics 238 Carroll		
ZONING	MS	ITR/R3/PD	R3	MS	ITR/R3/PD	ITR/R3/PD	ITR/R3/PD	R3/ECR	ITR/R3/PD	ITR/R3/PD	DSP Block 6		
NOTES ABOUT SALE	As is Not Zoned R	Contingent on Approval	Turn-Key Project, Entitled	As is Not Zoned R	Contingent on Approval	Contingent on Approval	Contingent on Approval	As is	As is	Contingent on Approval	As is		
INDICATED VALUE TOTAL	\$63,000,000	\$4,807,000	\$1,009,250	\$29,925,000	\$9,690,000	\$3,040,000	\$1,330,000	\$24,200,000	\$4,592,500	\$2,185,000	\$3,905,000	\$	147,683,750
SF	1,063,735	52,707	12,110	348,500	68,389	40,206	14,606	227,819	43,400	33,119	37,897		1,942,488
INDICATED VALUE per sf (Rounded)	\$59.00	\$91.00	\$83.00	\$86.00	\$142.00	\$76.00	\$91.00	\$106.00	\$106.00	\$66.00	\$103.00		\$91.00 Straight average
													Weighted average
												\$	76.00 All
INDICATED VALUE TOTAL	SUPER FUND	\$4,807,000	\$1,009,250	\$29,925,000	\$9,690,000	\$3,040,000	\$1,330,000	\$24,200,000	\$4,592,500	\$2,185,000	\$3,905,000	\$	84,683,750
SF		52,707	12,110	348,500	68,389	40,206	14,606	227,819	43,400	33,119	37,897		878,753
INDICATED VALUE per sf (Rounded)		\$91.00	\$83.00	\$86.00	\$142.00	\$76.00	\$91.00	\$106.00	\$106.00	\$66.00	\$103.00		\$95.00 Straight average
													Weighted average
												\$	96.00 without Super Fund site
INDICATED VALUE TOTAL	LOW	\$4,807,000	\$1,009,250	\$29,925,000	HIGH	\$3,040,000	\$1,330,000	\$24,200,000	\$4,592,500	\$2,185,000	\$3,905,000	\$	74,993,750
SF		52,707	12,110	348,500		40,206	14,606	227,819	43,400	33,119	37,897		810,364
INDICATED VALUE per sf (Rounded)		\$91.00	\$83.00	\$86.00		\$76.00	\$91.00	\$106.00	\$106.00	\$66.00	\$103.00		\$89.00 Straight average
													Weighted average
												\$	92.00 High and Low Removed

Source: Valbridge Property Advisors/Hulberg and Associates, Inc., Appraisal Report for City of Sunnyvale, July 1, 2014

Note: All calculated averages are rounded down to the nearest whole dollar

EXAMPLE PARK DEDICATION IN-LIEU FEES

Dwelling Category	Dwelling Units Per Net Acre	Acreage Requirement Per Dwelling Unit Within Housing Project		CURRENT FEE		PROPOSED FEE		PROPOSED FEE	
				Complete Applications Between July 2013 and June 2014		Complete Applications Between July 2013 and June 2014		Complete Applications AFTER July 2014	
		July 1, 2013 to June 30, 2014	July 1, 2014 and thereafter	SF Per unit	\$	SF Per unit	\$	SF Per unit	\$
					69.00		96.00		96.00
Low density residential	7 or fewer	0.0116875	0.01375	509.1075	\$ 35,128.42	509.1075	\$ 48,874.32	598.95	\$ 57,499.20
Low-medium density residential	Over 7 to 14	0.010625	0.0125	462.825	\$ 31,934.93	462.825	\$ 44,431.20	544.5	\$ 52,272.00
Medium density residential	Over 14 to 27	0.00765	0.009	333.234	\$ 22,993.15	333.234	\$ 31,990.46	392.04	\$ 37,635.84
High density residential	Over 27	0.00765	0.009	333.234	\$ 22,993.15	333.234	\$ 31,990.46	392.04	\$ 37,635.84

RESOLUTION NO. ____-14

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SUNNYVALE AMENDING RESOLUTION NO. 650-14, THE
CITY'S FEES, RATES AND CHARGES RESOLUTION,
PERTAINING TO THE PARK DEDICATION IN-LIEU FEE LAND
VALUATION**

WHEREAS, the City Council of the City of Sunnyvale ("City") adopted Resolution No. 650-14, the Master Fee Schedule, on June 24, 2014; and

WHEREAS, City staff commissioned an appraisal report from Valbridge Property Advisors/ Hulberg Associates, Inc. ("Appraiser") for the purposes of establishing the fair market value of land for park dedication in-lieu fees; and

WHEREAS, the Appraiser identified eleven (11) property transactions, ten (10) of which are recommended as appropriate for consideration based on residential zoning or current use and one industrial parcel which does not reflect current residential land values, and has included information on the size of each property and the selling price of the land; and

WHEREAS, the Appraiser included adjustments to reflect factors such as entitlements and current market conditions so that a current range of values for unentitled land could be included; and

WHEREAS, this past year (2013 – 2014) land values have increased significantly, such that the ten recommended properties appropriate for consideration based on residential zoning or current residential use reflect a range in value from \$66 per square foot to \$142 per square foot as stated in the appraisal report; and

WHEREAS, City staff recommends a weighted land value of \$96 per square foot; and

WHEREAS, the City Council is empowered to impose reasonable fees, rates, and charges to offset the costs for municipal services; and

WHEREAS, the City desires to implement the Park Dedication In-Lieu Fee as set forth in Exhibit "A."

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

1. Section 4.01, "Planning Permit Fees" of the Master Fee Schedule, under section "Other Planning Items" subsection "Park Dedication In-Lieu Fee" is hereby adopted as set forth in Exhibit "A", attached hereto and incorporated herein.
2. The establishment of fees herein is exempt from the requirements of the California Environmental Quality Act pursuant to Public Resources Code 15378(b)(4) related to the creation of government funding mechanisms or other fiscal activities which do not involve any commitment to any specific project.
3. This resolution shall be effective sixty (60) days after adoption in accordance with Section 66017 of the California Government Code.
4. All other provisions of Resolution No. 650-14 shall remain in effect.

Adopted by the City Council at a regular meeting held on _____, 2014, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:
RECUSAL:

ATTEST:

APPROVED:

City Clerk
(SEAL)

Mayor

APPROVED AS TO FORM:

City Attorney

**CITY OF SUNNYVALE
FISCAL YEAR 2014/15
FEE SCHEDULE**

	<u>Fiscal Year</u> 2014/15	<u>Charge</u> <u>Code</u>	<u>Object Level</u> 3 & 4	<u>Title</u> (Obj. Lvl. 3)	<u>Title</u> (Obj. Lvl. 4)
DEPARTMENT OF COMMUNITY DEVELOPMENT					
Park Dedication In-Lieu Fee - Average Fair Market					
Value per square foot					
Ch. 18.10 - Residential subdivisions	\$96.00	799928	1657 - 1	Park Dedication Fees	Subdivisions
Ch. 19.74 - Multi-family residential rental housing	\$96.00	799930	1657 - 2	Park Dedication Fees	Apartments



City of Sunnyvale

Agenda Item

14-0568

Agenda Date: 9/30/2014

REPORT TO COUNCIL

SUBJECT

Consider Requirements for Budget Issue Sponsorship Similar to Study Issue Sponsorship

BACKGROUND

Mayor Griffith requested this be added as an agenda item. In 2010, Council modified Council Policy 7.3.26 to require co-sponsorship of study issues. At that time, no consideration was given to applying the same co-sponsorship requirement to budget issues.

EXISTING POLICY

Council Policy 7.3.26 Study Issues Process

DISCUSSION

In 2010, Council modified Council Policy 7.3.26 to require co-sponsorship of all proposed study issues. This action was done in part to reduce the number of study issues, in reaction to a significant number of proposed study issues in one year, and in part to ensure that a study issue had a minimal amount of Council support. Study issues require staff time to research and draft, and co-sponsorship ensures that this time is not wasted on an issue lacking serious council support. At the time this change was made, there was no discussion of applying the same standard to proposed budget issues, despite the fact that budget issue and study issue papers require comparable amounts of staff time to prepare.

When this issue was investigated further, it was discovered that while there exists a Council policy governing study issues (7.3.26), Council has no existing policy governing budget issues.

It is proposed to do the following:

1. Adopt a Council Policy governing budget issues, similar in nature to the Council Policy on Study Issue Sponsorship.
2. Change the existing practice and adopt a policy requiring co-sponsorship of budget issues.

The lack of a Council policy governing budget issues is an obvious hole that needs to be addressed.

Note that discussion with staff identified an issue with placement within Council Policy. Council Policy governing Study Issues exists as a separate section, 7.3.26, and this would suggest that a new Budget Issue policy should likewise exist as a separate section. However, the broader issue of the City budget is addressed in the Fiscal section of Council Policy, suggesting that a new Budget Issue policy should be added as a subsection to an existing policy document. Should a new Budget Issue policy be approved, direction should be given as to where to place the new policy.

PUBLIC CONTACT

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

ALTERNATIVES

1. Approve the addition of a Council Policy on Budget Items and direct staff to draft the policy, based on the language provided in Attachment 1.
2. Approve the addition of a Council Policy on Budget Items and direct staff to draft the policy, based on the language provided in Attachment 1 with modifications.
3. Approve as part of the new policy a change to require co-sponsorship of Budget Issue papers.
4. Take no action.

RECOMMENDATION

Mayor Griffith requests approval of Alternatives 1 and 3: 1) Approve the addition of a Council Policy on Budget Items and direct staff to draft the policy, based on the language provided in Attachment A; and 3) Approve as part of the new policy a change to require co-sponsorship of Budget Issue papers.

Prepared by: Mayor Jim Griffith

ATTACHMENTS

1. Proposed Budget Issue Process Policy

Policy X Budget Issue Process

POLICY PURPOSE:

One of Council's primary roles is to approve an annual budget. While the city manager submits a proposed budget to Council, Council can propose the addition of one-time or ongoing expenses through budget supplements.

It is the purpose of this policy to identify those aspects of the City's Budget Issue process for which Council has established required standards. This policy is in no way intended to constrain the actions or options of the city manager with respect to the number or type of budget issues or supplements he or she includes in the context of his/her recommended budget, to Council, and those aspects of the City's Budget Issue process not addressed by this policy are considered administrative or operational in nature, and shall be established under the authority of the city manager.

POLICY STATEMENT:

1. Budget Issue Sponsorship

A Council sponsored budget issue must receive the support of at least two councilmembers in order for staff to prepare a study issue paper, and for the issue to be considered at the Council Budget Issues Workshop, and subsequently during the budget approval process.

2. Selection of Budget Issues

Any Council-proposed budget addition of a one-time or ongoing expenditure is subject to the budget issue process (i.e. evaluated for approval at the Council Budget Issues Workshop). Exceptions to this approach include emergency issues, and urgent budgetary issues that must be completed in the short term to avoid serious negative consequences to the City, subject to a majority vote of Council. Exceptions such as this shall be processed as budget modifications in accordance with established Department of Finance practice.

3. Deadlines for Councilmember-Proposed Budget Issues

A. New Council-proposed budget issues are due to the city manager no later than three weeks in advance of the annual budget issues workshop. If the public hearing is held less than three weeks before the workshop, councilmembers may also sponsor issues *introduced by the public* at the public hearing, but must do so during that Council meeting.

B. Additional budget issues may be proposed during the annual study issue workshop.

4. Drop or Deferral of Issues

A. At the Budget Issues Workshop, Council shall drop, defer, or refer to the budget hearing each proposed budget issue. Any issue that is dropped by a majority vote of Council will not be eligible for consideration at the next year's Workshop unless sponsored by a majority of the Council. Any issue that is deferred shall automatically be returned for Council's consideration the following year.

COUNCIL POLICY MANUAL

Lead Department: Office of the City Manager



City of Sunnyvale

Agenda Item

14-0872

Agenda Date: 9/30/2014

Tentative Council Meeting Agenda Calendar



City of Sunnyvale

Tentative Council Meeting Agenda Calendar

Tuesday, October 14, 2014 - City Council

Closed Session

- 14-0814** 5 P.M. CLOSED SESSION
Closed Session held pursuant to California Government Code Section 54957.6: CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Teri Silva, Director of Human Resources; Deanna J. Santana, City Manager
Employee organization: Communication Officers Association
Employee organization: Sunnyvale Managers Association
- 14-0932** 6:30 P.M. CLOSED SESSION
Closed Session held pursuant to California Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9)
Successor Agency to the Redevelopment Agency of the City of Sunnyvale v. Matosantos, Case No. 34-2013-80001499
Santa Clara County Office of Education v. Successor Agency, Case No. 34-2013-80001627

Special Order of the Day

- 14-0305** SPECIAL ORDER OF THE DAY - Fire Poster Safety Contest Award
Winners

Public Hearings/General Business

- 14-0598** Adoption of Position on State and Local Ballot Measures for the November 4, 2014 Election
- 14-0694** Introduce an Ordinance to Create Add Chapter 3.70 (Minimum Wage) to of Title 3 of the Sunnyvale Municipal Code to Require the Payment of Businesses to pay a Citywide Minimum Wage; Find that the proposed ordinance is exempt from the California Environmental Quality Act (CEQA) under CEQA Guideline Section 15061(b)(3) not a project within the meaning of CEQA,; and Approve Budget Modification No.16.
- 14-0695** File#: 2013-7525
Name: Landbank Central & Wolfe Campus
Location: Southeast corner of N. Wolfe Road and E. Arques Avenue
(APNs: 205-33-002, 205-33-005, 205-33-007, 205-33-009, 205-33-010, 205-33-011, 205-33-012, 205-33-013, and 205-33-014)

Proposed Project: Consideration of applications for a 17.84 acre site:
REZONING to change the zone from M-S to M-S/FAR 100%;
DESIGN REVIEW to allow the development of a 777,100 square foot, six
story office complex and associated parking and onsite amenities;
VESTING TENTATIVE PARCEL MAP to consolidate the existing lots and
street into a condominium subdivision, including the abandonment of
Santa Ana Court; and
DEVELOPMENT AGREEMENT between the City of Sunnyvale and
Landbank Investments, LLC.
Applicant/Owner: Scott Jacobs, Landbank Investments, LLC
Environmental Review: ENVIRONMENTAL IMPACT REPORT
Staff Contact: David Hogan, 408-730-7440, dhogan@sunnyvale.ca.gov

- 14-0753** Adopt a Resolution Declaring City-Owned Residential Properties and Vacant Lots on Charles and Mathilda Avenue as Surplus Property and Authorizing for Sale the Subject Properties in Compliance with Government Code Section 54222
- 14-0850** Adopt a Resolution, Approving the Refinancing of the 2003 and 2007 Solid Waste Revenue Bonds

Tuesday, October 28, 2014 - City Council

Study Session

- 14-0548** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Consideration of Housing Mitigation Fee Nexus Study Findings and Alternatives

Public Hearings/General Business

- 14-0274** Feasibility of Entering Into a Joint-Use Agreement with the Santa Clara Unified School District for Open Space Areas at Peterson Middle School (Study Issue)
- 14-0275** Implementation of a Bike Share Program (Study Issue)
- 14-0701** Approve the Amended Request for Modification of 2003 CDBG Loan to Sunnyvale Community Services
- 14-0709** Introduce an Ordinance Amending Chapter 19.44 (Signs) of Title 19 (Zoning), Adding Chapter 9.58 (Signs on City Property) of Title 9 (Public Peace, Safety or Welfare), and Amending Section 1.04.010 (General Penalty) of the Sunnyvale Municipal Code related to various clean-up items and adding provisions for signs on City property; Find that the project is exempt under CEQA pursuant to Guideline 15061(b)(3) - continuedcontinued from September 30, 2014..

Tuesday, November 11, 2014 - City Council

Study Session

- 14-0260** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Board and Commission Interviews (as necessary)

Public Hearings/General Business

- 14-0194** 2014 Quarterly Consideration of General Plan Amendment Initiation Request (Tentative)
- 14-0287** Consideration of Appeal Process for Land Use Projects (Study Issue)
- 14-0594** Approval of an Agreement with the Santa Clara Valley Water District (SCVWD) Regarding Funding of California Environmental Quality Act (CEQA) Review and Design Costs to Retain a Membrane Bioreactor (MBR) Option at the Water Pollution Control Plant (WPCP)
- 14-0787** Determination of Priority Needs for Human Services and Amount of Supplemental Funding for Fiscal Years 2015-16 and 2016-17
- 14-0817** File #: 2014-7423
Location: 1071 Noriega Ave. (APNs: 161-37-017, 161-37-018)
Zoning: R-3
Proposed Project: Related applications on a 0.48-acre site:
REZONE: Introduction of an Ordinance to rezone the site from R-3 (Medium Density Residential) to R-3/PD (Medium Density Residential/Planned Development);
SPECIAL DEVELOPMENT PERMIT: for 10 residential townhouse units;
and
VESTING TENTATIVE MAP: to subdivide two lots into 10 lots plus a common lot.
Applicant / Owner: Classic Communities (applicant) / Classic 1071 Noriega LP (owner)
Environmental Review: Categorically Exempt-Class 32
- 14-0818** Examine Ways to Increase Local Hiring in Major Developments

Tuesday, November 25, 2014 - City Council

Study Session

- 14-0478** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Discussion of Council 2015 Intergovernmental Relations Assignments

Public Hearings/General Business

- 14-0331** Board and Commission Appointments

Tuesday, December 9, 2014 - City Council

Closed Session

14-0495 6 P.M. CLOSED SESSION
Closed Session held pursuant to California Government Code Section
54957:
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager

Special Order of the Day

14-0514 SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and
Commission Members

14-0950 SPECIAL ORDER OF THE DAY - Recognition of Sunnyvale Library
Centennial

Public Hearings/General Business

14-0270 Use of Gas-powered Leaf Blowers (Study Issue)

14-0673 Consideration of Housing Mitigation Fee Nexus Study Findings and
Alternatives

Tuesday, December 16, 2014 - City Council**Closed Session**

14-0497 6 P.M. CLOSED SESSION
Closed Session held pursuant to California Government Code Section
54957:
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Attorney

Study Session

14-0627 5:45 P.M. SPECIAL COUNCIL MEETING (Study Session)
Discussion of Upcoming Selection of 2015 Vice Mayor

Public Hearings/General Business

14-0286 Introduce an ordinance to amend the Title 19 (Zoning) to include floor area
ratio threshold standards for multi-family residential zoned property;
Approve amendments to the City-wide Design Guidelines to include design
techniques for multi-family residential projects that exceed the floor area
ratio threshold; and make a finding that the proposed project is exempt
from the requirements of the California Environmental Quality Act (CEQA)
pursuant to CEQA Guidelines 15061(b)(3). (Study Issue)

14-0790 General Plan Amendment: Adoption of 2015-2023 Housing Element and
Negative Declaration

Tuesday, January 6, 2015 - City Council**Public Hearings/General Business**

- 15-0001** Selection of Vice Mayor for 2015
- 15-0002** Approval of 2015 City Council Meeting Calendar
- 15-0003** Annual Public Hearing - Potential Council Study Issues and Budget Issues
- 15-0004** City Council 2015 Appointments to Intergovernmental and Internal Assignments, Council Subcommittees, and Community Member Appointments
- 15-0005** 2015 Seating Arrangements for City Council
- 15-0008** Approve the Proposed 2015 Priority Issues and Legislative Advocacy Positions

Tuesday, January 13, 2015 - City Council**Special Order of the Day**

- 15-0006** SPECIAL ORDER OF THE DAY - Recognition of Outgoing Vice Mayor
- 15-0007** SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Incoming Vice Mayor

Friday, January 30, 2015 - City Council**Study Session**

- 15-0009** 8:30 A.M. SPECIAL COUNCIL MEETING
Study Issues/Budget Issues Workshop

Tuesday, February 10, 2015 - City Council**Study Session**

- 15-0010** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Board and Commission Interviews (as necessary)

Public Hearings/General Business

- 14-0195** 2015 Quarterly Consideration of General Plan Amendment Initiation Request (Tentative)
- 14-0272** Community Choice Aggregation (Study Issue)
- 14-0846** Discussion and Possible Action on Rental Housing Impact Fee

Tuesday, February 24, 2015 - City Council**Public Hearings/General Business**

- 14-0288** Explore the Use of Stacker and Tandem Parking Spaces to Meet Parking Requirements (Study Issue)
- 15-0011** Board and Commission Appointments
- 15-0012** Adoption of Council-ranked Study Issue Presentation Dates for 2015

Date to be Determined - City Council**Study Session**

- 14-0398** SPECIAL COUNCIL MEETING (Study Session)
Citywide Traffic/Transportation Update
- 14-0668** SPECIAL COUNCIL MEETING (Joint Study Session with the Bicycle and Pedestrian Advisory Commission and Planning Commission)
El Camino Real Bus Rapid Transit

Public Hearings/General Business

- 14-0027** Toolkit for Commercial/Residential Mixed Use Development (Study Issue)
(Tentatively scheduled for City Council Public Hearing, 3/24/15.)
- 14-0030** Preparation of Peery Park Specific Plan (Study Issue) (To be scheduled for 2015, tentatively)
- 14-0031** Ecodistrict Feasibility and Incentives (Study Issues)
- 14-0032** Community and Operational Greenhouse Gas Inventory (Study Issue)
- 14-0034** Protecting Burrowing Owl Habitat on City Facilities (Study Issue)
- 14-0035** Pilot Bicycle Boulevard Project on East-West and North-South Routes
(Study Issue)
- 14-0036** Civic Center Buildings: Renovate, Replace or Relocate? (Study Issue)
- 14-0273** Optimization of Wolfe Road for Neighborhood and Commuters via Reconfiguration and Signalization (Study Issue)
- 14-0277** Review of Park Use Policies and Related User Fees (Study Issue)
- 14-0429** Homestead Road - Resolution to Underground Existing PG&E Poles and Utilities



City of Sunnyvale

Agenda Item

14-0761

Agenda Date: 9/30/2014

Information/Action Items

2014 INFORMATION/ACTION ITEMS
COUNCIL DIRECTIONS TO STAFF

No.	Date Assigned	Directive/Action Required	Dept	Due Date	Date Completed
1.	2/25/14	Schedule Rule 20A Resolution for future Council agenda	DPW	TBD	
2.	5/6/14	Schedule Study Session regarding City's criteria and standards for accepting park land dedications	DPW	9/30/14	9/25/14

NEW STUDY/BUDGET ISSUES SPONSORED BY COUNCIL IN 2014

No.	Date Requested	Study Issue Title	Requested By	Dept	Issue Paper Approved by City Manager
		No new Council-sponsored Study Issues.			



City of Sunnyvale

Agenda Item

14-0886

Agenda Date: 9/30/2014

Study Session Summary of September 2, 2014 - City Council Strategic Planning Meeting

The City Council met in study session at Sunnyvale Heritage Park Museum, Room, 570 E. Remington Drive, Sunnyvale, California on September 2, 2014 at 8:30 a.m. with Mayor Jim Griffith presiding.

Call to Order: 8:38 a.m.

City Councilmembers Present:

Mayor Jim Griffith
Vice Mayor Jim Davis (arrived at 10:20 a.m.)
Councilmember David Whittum
Councilmember Tara Martin-Milius
Councilmember Glenn Hendricks
Councilmember Gustav Larsson

City Councilmembers Absent:

Councilmember Pat Meyering

City Executive Staff Present:

City Manager Deanna Santana
Assistant City Manager Robert Walker
City Attorney Joan Borger
Director of Community Development Hanson Hom
Director of Community and Library Services Lisa Rosenblum
Director of Environmental Services John Stufflebean
Director of Finance Grace Leung
Director of Human Resources Teri Silva
Director of Information Technology David Jensen
Director of Public Safety Frank Grgurina
Director of Public Works Kent Steffens

Visitors/Guests Present:

Dr. Bill Mathis, Mathis Consulting Group

Public Comments:

Deborah Marks provided comments and written materials regarding the Civic Center.

Michael Goldman provided comments regarding the Civic Center.

Mei-Ling Shek-Stefan provided comment regarding publicizing the meetings relating to the Civic Center.

Study Session Summary:

Council met in a facilitated study session to receive staff presentations and discuss balanced strategy on the following policy topics:

1. Civic Center Campus and Main Library

2. The Ability of Infrastructure to Support Development and Traffic
3. Open Space Acquisition Planning; Future of Golf Courses
4. Downtown Sunnyvale

Council discussion included questions, comments, requests for additional information, and provided general direction relating to the policy topic areas and guiding principles summarized below (some comments were made by more than one Councilmember and are only listed once).

Civic Center Campus and Main Library:

Council expressed general consensus that community engagement is integral to creating a community vision and public support for civic center infrastructure improvements, and that there is a sense of urgency to move forward. Councilmembers expressed:

- Support for City Manager's proposed decision tree - ideal process composed of City Council guiding principles and community engagement.
- Interest in understanding the financial aspects, including project financing options.
- Interest in receiving more comprehensive community input, having public engagement and developing public support.
- Interest in looking at higher level options and long-term planning; look at reserve funds to provide for infrastructure improvements and repairs; look at the operating budget in terms of helping with the infrastructure gap; develop ideas for converting capital funds to fill an operating gap; need to demonstrate to the public how this project helps with service levels and environment.
- Concerns as to whether partnering with private development could be successful and concerns regarding selling land when land is historically a good investment in Silicon Valley.
- Support for the majority to demonstrate listening to and respect for the minority view without compromising goals, and by means of process, establishing fairness in the general view among the community.
- Interest in developing community success criteria and establishing parameters for what a successful project would look like, while understanding that the timeline is critical.
- Request for more information or a list of urgent needs and repairs.
- Interest in doing a market analysis study to gain a better understanding of what the City's assets are.
- Comments that the basic requirements for pursuing civic center infrastructure improvements include community engagement, a strong sense of urgency to move forward, and a market analysis study.
- Comments that community engagement should include outreach to educate the public and Council with factual information and to dispel misinformation.
- Support for making decisions regarding debt financing options and bond financing vs. public-private partnership by the end of 2015, if possible.
- Support for creating a community vision with community involvement.
- Interest in exploration of putting the City's assets to work to create a revenue-stream, to go beyond just funding the building to help with the operating budget.
- Concerns regarding a public-private partnership, that entering into a 99-year ground lease might limit options of a future City Council if the City has growth needs in 40 or 50 years.
- Agreement that it is premature to consider public-private partnership as the Council-selected option for financing.

- Interest in developing a broader scope of what the community wants in its civic center, without constraints, such as leadership in “green” or environmentally sustainable standards and more space for community meeting rooms before the list can be whittled down to what can be done.
- Support for a needs assessment study for City Hall office space; look at appropriate use of space for parking, adequate green space, and expansion of the Library by 50%.
- Comments that the problem first needs to be defined; the goal would be to solve the problem; if voters don’t approve the preferred approach, another solution to the problem will have to be developed. Public-private partnership should continue to be considered as an option. Whether the solution is voter-approved or not, the Council has to have the will to go down that road. It shouldn’t be driven by timing; but the timing should be structured so that the opportunity to go to the voters in 2016 isn’t missed if possible; the right public outreach is more important than the time scale.
- Interest in looking beyond scoping the basic needs (space needs, design needs, infrastructure needs) to look at what is inspiring, i.e., “What would be the ‘Seven Seas Park’ version of the civic center?”
- Support for phasing the community engagement part, such as by functions, sustainability goals, space, layout, open space, decisions intertwined with the financing options.
- Comments that, in this process, the City doesn’t lose sight of the branch library project.
- Request of staff to provide a rough timeline and a realistic plan; identify if there are issues that need to be de-prioritized to meet the timeline.
- Request for information on how the Senior Center was funded, and other past successes in financing.
- Interest in seeing information presented on the community benefit, improved quality of life, better service delivery, and managing of operational finances to control operating costs, such as projects that generate a net plus for the general fund or operational savings through energy efficiencies; need to demonstrate how operating costs will be financed for the new branch Library and civic center project.
- Comments that Council will have to make the commitment to move forward on the civic center, start the study and get it done, communicate with the public and receive input, and discuss the ramifications of every option including public-private partnership to come up with a plan.

City Manager Deanna Santana indicated staff will proceed with a market analysis study and will relay a timeframe on how long it would take to bring the studies up to date. With regard to the guiding principles, a communications and community engagement plan will be developed and brought back to Council with the proposed engagement process and timelines, quality of engagement, and an inventory of the ideas and themes Council proposes and would like integrated into the guiding principles.

Council recessed at 10:50 a.m.

Council reconvened at 11:03 a.m with Mayor Griffith, Vice Mayor Davis, Councilmembers Whittum, Martin-Milius, Hendricks and Larsson present.

The Ability of Infrastructure to Support Development and Traffic:

Council discussion included questions, comments, requests for information and provided general direction related to:

- Interest in feasibility of a relief sewer on the sewage treatment flow system to move the load

from Homestead Road and move it up Wolfe Road rather than Sunnyvale and Lawrence Expressway.

- Interest in how to go about funding an automated, solar-powered, on-demand, transportation system and including it on the Transportation Demand Management (TDM) for all the large corporations that would be affected.
- Interest in issues that will result from the electrification of Caltrain rail lines and addition of rail cars by 2019, such as grade separations of both Sunnyvale Avenue and Mary Avenue.
- Interest in addressing development of better transit access from Lawrence Expressway to the Caltrain platform at Lawrence Station.
- Expressed concerns regarding the logic of taking out a stop light at the “monster interchange” to alleviate congestion while putting in a new stop light at Wildwood and Lawrence Expressway one block from an existing stop light to fix a congestion problem.
- Support for the idea of examining whether City development fees are accurately assessed relating to the impact of new development costs.
- Support for improving the congestion management plan and inclusion of North-South oriented transit infrastructure and investment.
- Support for facilitating new delivery models such as companies that provide private shuttles to transit.
- Interest in an on-going discussion of a proposed light rail extension project through an area where there isn’t much density and there isn’t much support for density.
- Request for improved maps of existing roadway improvements to visually demonstrate impacts of each of the current projects.
- Request for maps that show traffic flow problems and challenges in red, green and yellow, to assist with understanding the bigger picture of traffic in the City.
- Interest in a better understanding of the impact of non-Sunnyvale growth on Sunnyvale traffic; would like to understand how pass-through traffic from other communities affects the Homestead, Wolfe, El Camino and Lawrence corridors.
- Interest in the question of whether specific new projects should be linked to traffic improvements.
- Interest in what can be done to accommodate traffic issues driven by new development and also those driven by people coming into existing homes and offices, such as a TMA that could serve existing companies in existing buildings.
- Comment that putting TDM requirements in place would only help for new developments and would not necessarily help with existing developments.
- Support for provision of more Caltrain parking; support for collection of more fees to pay for it.
- Interest in including on the sewer map growth in parts of the City where there are no development projects.
- Interest in regional coordination of regional issues.
- Interest in understanding the TDM load share and what should be required of new development;
- Comment that providing jobs attracts people and it is not a simple linear problem; interest in understanding a reasonable system that would fairly assess the impact of prior development and the non-linear effects when jobs are added; need some technical basis to fairly assess costs related to development.
- Interest in updating Traffic Impact Fees (TIF) to ensure development correctly pays its fair share; comment that it would be helpful if a range of conditions of approval are provided as

options for correct assessment.

- Interest in looking seriously at the possibility of water rationing next summer.
- Interest in considering trails contiguous to development, with respect to the demographics of a younger workforce.
- Interest in a global discussion of a plan for infrastructure for the next corridor that should be developed.
- Interest in looking at adjustments to TIF for Peery Park.
- Interest in methodologies other than Level of Service (LOS) analyses for looking at transit, such as vehicle miles traveled.
- Comment that discussions about transportation infrastructure are incomplete without a discussion about affordable housing; need a plan for affordable housing and infrastructure for transportation to have a balanced community.
- Interest in including more than one metric for looking at transit, not replacing one metric with another metric.
- Support for making the Council's priorities known to VTA and revisiting whether the current regional priorities are correct.

Council recessed for lunch at 12:39 p.m.

Council reconvened at 1:16 p.m. with Mayor Griffith, Vice Mayor Davis, Councilmembers Whittum, Martin-Milius, Hendricks and Larsson present.

Open Space Acquisition Planning; Future of Golf Courses:

Council discussion included questions, comments, requests for information and provided general direction related to:

- Interest in exploring options of offering incentives for developers to give more park dedication land, such as in relation to changing the allowable density of a development.
- Interest in looking at quality versus quantity with regard to acquiring acreage versus working to increase how much the existing parkland is used.
- Request for information on the operational perspective of pocket parks.
- Interest in exploring lighting and landscaping assessment districts for funding park maintenance costs.
- Support for a nexus to commercial property so that the commercial setting and attractiveness of the place would benefit by the open space; in Silicon Valley a significant demographic would like to work near parks for access to areas to exercise and use trails.
- Comments regarding the increase in park dedication fees and the increment in 'new' funds allocated to provide betterments and capital infrastructure for existing parks; the discussion of parks shouldn't be separate from the discussion of the budget and operating expenditures.
- Interest in developing a list of possibilities for parks projects, to be prioritized.
- Request for information about park needs from the Parks of the Future Study and update it with new parks; need to prioritize.
- Interest in looking at open space needs as part of the Peery Park and Lawrence Station Area Plans.
- Interest in looking into an open space bond; need a project list and established priorities.
- Comments regarding the importance of the consideration of operating expense for open space.
- Comments regarding under-utilization of areas around golf courses, to consider how to

improve return on investment or generate lease revenue.

- Interest in receiving more information about potential pocket parks.
- Interest in creating a succession plan for the Heritage Orchard.
- Request for information regarding use of park acquisition money for renovation of existing parks.
- Comments regarding joint use agreements in areas where the only open space is the joint use field; there is no access to the open space during the school day.
- Support for including areas served by joint use space as underserved areas and for consideration of creation of pocket parks in these places that can be used during the school day.
- Comments regarding the possibility of losing open space when a portion of the school fields convert to school buildings over time.
- Comments regarding the unlikelihood of the ability of Sunnyvale to successfully compete for purchase of real estate for parkland; the best opportunities will be land dedication as part of the park dedication fee, consideration of swap opportunities for the two large city-owned areas of Onizuka and the property off Mathilda.
- Support for a pocket park at Washington and Evelyn using 20% set aside.
- Interest in improving Plaza del Sol as part of the 20% as a priority.
- Support for separating the park dedication fee from the operating budget as is currently done, except when looking at the 20% acquisition, include consideration of the operating costs that goes along with buying the land.
- Support for looking at the area around Stewart for expansion and focusing dedication options in the area of Swegles Park.
- Support for giving serious consideration to the Southwestern corner of the Kimberley - Stevens Creek neighborhood, as their only open space is the West Valley School and Cupertino Union.
- Need a definition and discussion of what is meant by parks and open space, to segment on the map city-owned parks versus open trail space, and to distinguish between city-owned and school district open spaces.
- Support for acquiring new city-owned park space and large park spaces; support for developing strategies and giving direction to staff to pursue that.
- Interest in considering a commercial/industrial impact fee for parks.

Council recessed at 2:37 p.m.

Council reconvened at 2:50 p.m. with Mayor Griffith, Councilmembers Whittum, Martin-Milius, Hendricks and Larsson present.

Downtown Sunnyvale:

Councilmember Whittum disclosed he lives within 500 feet of a portion of the subject area and stated he would abstain from discussions that relate to a portion of Block 1, a portion of Plaza Del Sol, the corner of Francis and Evelyn, and a portion of the west edge of 2.

Council discussion included questions, comments, requests for information and provided general direction related to:

- Interest in including in the Town Center Specific Plan concepts presented recently by a developer for the cinemas and the Town Square as a gathering place.

- Support for deferring the downtown parking plan until there is a new developer in place and dropping the study issue.
- Support for dropping the update of the Murphy Avenue Design Guidelines.
- Support for evaluating whether the amount of retail/commercial in Town Center is viable.
- Support for working with potential bidders about their ideas for developing the downtown.
- Support for updating the downtown plans now, or within two years.
- Request for better information/visibility for existing downtown parking; provide informational signs to downtown parking as soon as possible.
- Support for addressing blight and nuisance issues with Block 18, and communicating the City's efforts with the public.
- Interest in providing information to the public on the status of Town Center.
- Request for information on the Redevelopment Successor Agency.

Adjournment: 3:46 p.m.

Prepared by: Kathleen Franco Simmons, City Clerk



City of Sunnyvale

Agenda Item

14-0874

Agenda Date: 9/30/2014

Board/Commission Meeting Minutes



City of Sunnyvale

Meeting Minutes - Draft

Board of Library Trustees

Monday, September 8, 2014

7:00 PM

Sunnyvale Public Library, 665 W. Olive
Ave., Sunnyvale, CA 94086

CALL TO ORDER

The meeting was called to order at 7:03 p.m.

ROLL CALL

Present: 4 - Chair Jill Shanmugasundaram
Vice Chair Anne Davis-East
Board Member Wing-Yin "Carey" Au
Board Member Su "Ray" Zhan
Absent: 1 - Board Member Daniel Bremond

Board Member Bremond's absence is excused.
Council Liaison Pat Meyering (absent).
Board Member Su arrived at 7:07 p.m.

PUBLIC ANNOUNCEMENTS

None.

CONSENT CALENDAR

1 [14-0859](#) Approval of Draft Minutes of July 7, 2014

Vice Chair Davis-East moved, Board Member Wing-Yin seconded, approval of the consent calendar as presented. The motion carried by the following vote:

Yes: 3 - Chair Shanmugasundaram
Vice Chair Davis-East
Board Member Au

No: 0

Absent: 2 - Board Member Bremond
Board Member Zhan

PUBLIC COMMENTS

None.

PUBLIC HEARINGS/GENERAL BUSINESS

2 [14-0860](#) ALA 3D Printer Presentation

Director Rosenblum welcomed Librarians Wendy Silver and Rachel Collier to the meeting. Librarians Silver and Collier provided the Board with an overview of the 3D Printing program they presented at the American Library Association Annual Conference in July.

Staff answered Board Members' questions regarding the printer. There is a two month wait list to have items printed, the printer is currently under warranty and supplies cost approximately \$20-50 a roll. Director Rosenblum stated that newer libraries are creating "maker space" areas which prevents having to limit the hours that service is available.

Chair Shanmugasundaram opened the public hearing, and there being no public testimonies, closed the public hearing.

3 [14-0861](#) Annual Update on Library Building Issues

Administrative Librarian Steve Sloan provided the Board with an overview of Library building issues during the last fiscal year. The Library has a dedicated custodial staff seven days a week during open hours in addition to the regular night-time custodians. In the last 14 months, the Library submitted 487 work orders. Top issues included cleaning and repairing furniture/carpet, door/elevator issues and plumbing. Current facility initiatives include a shift in collections, chair replacement and Automated Materials Handling system replacement and new library construction.

Chair Shanmugasundaram opened the public hearing, and there being no public testimonies, closed the public hearing.

4 [14-0862](#) Study Issues

Director Rosenblum provided the Board with an overview of Study Issue LCS 15-01: Establishing a Library Impact Fee.

Chair Shanmugasundaram opened the public hearing, and there being no public testimonies, closed the public hearing.

5 [14-0863](#) Update on Branch Library

Director Rosenblum informed the Board that the court has issued a decision in favor of the City and Stratford Schools. The plaintiffs have 60 days to appeal. Stratford School will begin the permitting process in the near future.

Chair Shanmugasundaram opened the public hearing, and there being no public testimonies, closed the public hearing.

NON-AGENDA ITEMS & COMMENTS

-Board Member Comments

In response to Vice Chair Davis-East's question, staff indicated that the Library book baskets do have a theft detection system.

-Staff Comments

Director Rosenblum noted the following:

In Fiscal Year 2013/14 there were 57,539 electronic books, magazines and audio books were accessed by Library patrons. This is a 23 percent increase over the previous fiscal year.

The Library's online catalog was upgraded to Encore version 4.4 in July.

The Library welcome brochure is now available in Spanish and Chinese. The brochure, given to new library card members, includes information about how to use the library.

In order to more efficiently handle the large and growing demand for children's programming and materials, staff is working to shift collections. When completed, there will be a new open area for children's storytimes and programs, and more floor space.

Staff is currently planning a Sunnyvale Library Centennial celebration. More information to follow.

State of the City is scheduled for 11 a.m. on Saturday, September 13 at Seven Seas Park.

INFORMATION ONLY ITEMS

None.

ADJOURNMENT

The meeting adjourned at 7:58 p.m.



City of Sunnyvale

Meeting Minutes - Draft Parks and Recreation Commission

Wednesday, September 10, 2014

7:00 PM

Council Chambers, City Hall, 456 W. Olive
Ave., Sunnyvale, CA 94086

CALL TO ORDER

Chair Alexander called the meeting to order at 7:02 p.m. in the Council Chambers.

SALUTE TO THE FLAG

Chair Alexander led the salute to the flag.

ROLL CALL

Present: 4 - Chair Henry Alexander III
Vice Chair Craig Pasqua
Commissioner Ralph Kenton
Commissioner Robert Pochowski

Council Liaison Larsson (present)

PUBLIC ANNOUNCEMENTS

None.

CONSENT CALENDAR

1 A [14-0856](#) Draft Minutes of the August 13, 2014 Parks and Recreation
Commission Meeting

Commissioner Kenton moved and Vice Chair Pasqua seconded the motion to approve the draft minutes of August 13, 2014 Parks and Recreation Commission meeting. The motion carried by the following vote:

Yes: 3 - Chair Alexander III
Vice Chair Pasqua
Commissioner Kenton

No: 0

Abstain: 1 - Commissioner Pochowski

Commissioner Pochowski abstained because he was not at the August meeting.

PUBLIC COMMENTS

None.

PUBLIC HEARINGS/GENERAL BUSINESS

- 2 [14-0699](#) Feasibility of Entering Into a Joint-Use Agreement with the Santa Clara Unified School District for Open Space Areas at Peterson Middle School (Study Issue)

Superintendent of Parks and Golf, Scott Morton provided the staff report. Commissioner's questions regarding the school bond for capitol improvements were answered by Larry Adams, Director of School Bond Program. He indicated that funding from the bond would be prioritized for seismic strengthening and critical utility upgrades. If the bond is approved, the strategic plan would include a focus on energy generation and conservation.

Chair Alexander inquired whether the joint-use agreement could include items such as fields, tennis courts, and the creation of a par-course. Superintendent Morton stated the future negotiations with the school district could include all of those, and would be based on the need to accommodate the public.

Chair Alexander opened the public hearing.

Denise DeLange, the resident who brought the study issue to Council, spoke about the importance for the community to have access to the fields and tennis courts at Peterson. She commended staff for their outreach efforts and expressed that the community supports a joint-use agreement at Peterson Middle School. She asked Commissioners to support Alternative 1.

Commissioner Pochowski moved and Vice Chair Pasqua seconded the motion to Approve Alternative 1: Recommend that Council direct staff to stay in communication with the SCUSD and discuss the possibility of a joint-use agreement for the open space at Peterson Middle School.

Commissioners discussed their support for creating an open space agreement. Although it is premature to negotiate the details, at this time, they agreed that successful models of open space agreements are available at Cupertino Middle School and Serra Park. Vice Chair Pasqua expressed concern about losing open

space with the Raynor Activity Center sale, and Commissioner Kenton expressed the need to use available space. Chair Alexander stated the existing fields are in need of repair as he has seen children trip in gopher holes, and feels it is a safety hazard. Commissioner Kenton inquired if the tennis courts are open to the public. Superintendent Morton replied that he is not aware of any official use, and that he has observed the gates to the tennis courts open on occasion.

The motion carried by the following vote:

Yes: 4 - Chair Alexander III
Vice Chair Pasqua
Commissioner Kenton
Commissioner Pochowski

No: 0

3 [14-0877](#) Propose Study Issues

Commissioner Kenton proposed a study issue to consider more aggressive water reduction in Parks. Superintendent Morton responded that Council has already requested a 15 percent reduction, and they will review water usage again in December.

Vice Chair Pasqua proposed a lawn abatement rebate program to incentivize property owners to remove and replace lawns with low water use or drought resistant landscaping.

Vice Chair Pasqua identified Santa Clara Valley Water District's (SCVWD) program which pays \$2 per square foot of replaced lawn. The town of Los Altos and City of Cupertino also have a lawn replacement incentive program.

Commissioner Kenton seconded the motion. The study issue carried with the following vote:

Yes: 3 - Chair Alexander III
Vice Chair Pasqua
Commissioner Kenton

No: 1 - Commissioner Pochowski

Clarifying remarks were made by Commissioner Pochowski that he voted against the study issue because he doesn't know how the program would overlap with the SCVWD program. Vice Chair Pasqua stated that the City refund of \$2 would be in addition to SCVWD's program, equaling \$4 per square foot. He thought it was a

good way to raise awareness and reduce water use.

Chair Alexander proposed an education and outreach program in partnership with local school districts to educate students about the Sunnyvale park system. Included within the study issue will be information about student volunteer and stewardship opportunities. Commissioner Kenton seconded the proposed study issue.

The study issue was approved by the following vote:

Yes: 4 - Chair Alexander III
Vice Chair Pasqua
Commissioner Kenton
Commissioner Pochowski

No: 0

NON-AGENDA ITEMS & COMMENTS

-Commissioner Comments

Vice Chair Pasqua announced the 7th Annual American Indian Heritage Celebration on Saturday, September 13, noon - 10 p.m. in the Pavilion at the Santa Clara County Fairgrounds.

-Staff Comments

Superintendent Wax announced the State of the City event on September 13 at Seven Seas Park from 11:00 a.m. - 2:00 p.m. He invited Commissioners to participate at either the Parks or Library and Community Services tables. He reminded Commissioners that Council will conduct new Commissioner interviews on September 16. Since the September 23 Council meeting has been cancelled, the Cupertino Union School District Open Space Agreement, and the Urban Forestry Plan RTCs have moved to the September 16 Council meeting.

Superintendent Morton encouraged Commissioners to consider thinking about capitol improvements needed in the community and at parks. Gathering users input can assist the Parks division put together the best possible capitol project plan.

INFORMATION ONLY REPORTS/ITEMS

None.

ADJOURNMENT

Chair Alexander adjourned the meeting at 7:55 p.m.