



# City of Sunnyvale

## Notice and Agenda

### City Council

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Tuesday, July 14, 2015

5:45 PM

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

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**Special Meeting: Study Session- 5:45 PM | Regular Meeting- 7 PM**

#### **5:45 P.M. SPECIAL COUNCIL MEETING (Study Session)**

**1 Call to Order in the West Conference Room (Open to the Public)**

**2 Roll Call**

**3 Public Comment**

**4 Study Session**

[15-0614](#)

Board and Commission Interviews

**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**

#### **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**    [15-0581](#)            Approve City Council Meeting Minutes of June 23, 2015

**Recommendation:** Approve the City Council Meeting Minutes of June 23, 2015 as submitted.

- 1.B**    [15-0654](#)            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**    [15-0620](#)            Approve Budget Modification No. 2 for \$187,000 to Fund the Website Redesign Project

**Recommendation:** Approve Budget Modification No. 2 for \$187,000 to fund the Website Redesign Project, including staffing, professional services, and the contract with Civica for a vendor-provided and hosted Content Management System (CMS) and new website.

**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**        [15-0207](#)            Introduce an Ordinance and Adopt Two Resolutions to Approve Two New Affordable Housing Impact Fees: Housing

Impact Fee for Nonresidential Development and Housing Impact Fee for Rental Housing; Find that the Project is Exempt from Environmental Review Pursuant to CEQA Guideline 15378(b)(4)

**Recommendation:** Alternative 1: Find that the Project is Exempt from Environmental Review Pursuant to CEQA Guideline 15378(b)(4); and Introduce the Proposed Ordinance and Fee Resolutions establishing the Housing Impact Fees for Nonresidential Development and Housing Impact Fee for Rental Housing, as provided in Attachments 1, 2, and 3 to the report.

- 3      [15-0421](#)      Approve Actions Needed to Move Forward with Developing and Launching a Multi-Jurisdictional Community Choice Energy Program in the South Bay, and Finding that these Actions are Exempt from CEQA

**Recommendation:** Alternatives 1, 2, 3, 4 and 5: 1) Accept the Assessment Report, The Potential for CCE in the Heart of Silicon Valley, in response to Study Issue ESD 14-02; 2) Direct staff to proceed with the Technical Study phase, including community engagement and development of JPA formation documents; 3) Delegate authority to the City Manager to negotiate and execute a multi-jurisdictional agreement to continue the Silicon Valley CCE Partnership; 4) Delegate authority to the City Manager to procure and execute individual service agreements and associated amendments in amounts that may exceed \$100,000, so long as the total of Sunnyvale's financial commitment for all issued contracts does not exceed the appropriation limit of \$500,000; and 5) Find that the above actions are exempt from CEQA.

- 4      [15-0537](#)      Approve the Purchase and Sales Agreement Between the City of Sunnyvale and Toll Brothers Incorporated for the Purchase of Four Privately-Owned Properties located at 396 and 402 Charles Avenue, and 397 and 403 Mathilda Avenue; Find CEQA Exemption Pursuant to Guideline 15061(b)(3); and Approve Budget Modification No.1 to Appropriate Funding

**Recommendation:** Alternatives 1 and 2: 1) Approve the Purchase and Sales Agreement between the City of Sunnyvale and Toll Brothers Incorporated for the purchase of four privately-owned properties at 396 and 402 Charles Avenue, 397 and 403 Mathilda Avenue in substantially the same form attached hereto; Find that the project is exempt from CEQA pursuant to Guideline 15061(b)(3); and approve Budget Modification No. 1 to appropriate \$4.6 million from the General Fund Capital Improvement Projects Reserve to a new project to fund the purchase of these four privately-owned properties, including closing costs, title insurance, relocation services, and relocation assistance (pursuant to Government Code 7260 et seq.); and, 2) Authorize the City Manager to execute all implementing documents, including relocation transactions, close escrow and complete the sales transaction.

- 5      [15-0365](#)      Adopt a Resolution to Approve the Final Engineer's Report, Confirm the Assessment, and Levy Annual Assessment for The Downtown Parking Maintenance District Assessment for Fiscal Year 2015/16

**Recommendation:** Alternative 1: Adopt the resolution to approve the final Engineer's report, to confirm the assessment, and levy annual assessment for the Downtown Parking Maintenance District assessment for FY 2015/16.

- 6      [15-0507](#)      Adopt a Resolution to Vacate Four Public Utility Easements at 520-592 East Weddell Drive and the Lands of the City and County of San Francisco

**Recommendation:** Alternative 1: Adopt a Resolution to Vacate four Public Utility Easements at 520-592 East Weddell Drive and the Lands of the City and County of San Francisco and authorize the City Clerk to submit a certified copy of the resolution to the Santa Clara County Recorder's Office.

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

### **NON-AGENDA ITEMS & COMMENTS**

-Council

-City Manager



**INFORMATION ONLY REPORTS/ITEMS**

- [15-0497](#) Tentative Council Meeting Agenda Calendar
- [15-0656](#) Information/Action Items
- [15-0695](#) Board/Commission Resignation (Information Only)
- [15-0698](#) Study Session Summary of May 12, 2015 - Regulating Short-term Residential Rental Units (Study Issue) - Joint Study Session with Planning Commission
- [15-0587](#) 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](http://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](http://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](http://CouncilMeetings.inSunnyvale.com) for upcoming Council meeting information.*

*Visit [BoardsandCommissions.inSunnyvale.com](http://BoardsandCommissions.inSunnyvale.com) for upcoming board and commission meeting information.*

*For a complete schedule of KSUN-15 Council meeting broadcasts, visit [KSUN.insunnyvale.com](http://KSUN.insunnyvale.com).*



# City of Sunnyvale

## Agenda Item

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**15-0614**

**Agenda Date: 7/14/2015**

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Board and Commission Interviews



# City of Sunnyvale

## Agenda Item

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**15-0581**

**Agenda Date:** 7/14/2015

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**SUBJECT**

Approve City Council Meeting Minutes of June 23, 2015

**RECOMMENDATION**

Approve the City Council Meeting Minutes of June 23, 2015 as submitted.



# City of Sunnyvale

## Meeting Minutes - Draft City Council

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Tuesday, June 23, 2015

4:00 PM

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

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**Special Meetings: Closed Sessions- 4 PM | Study Session-6 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 Tara Martin-Milius  
Councilmember David Whittum  
Councilmember Pat Meyering  
Councilmember Jim Davis  
Councilmember Glenn Hendricks  
Councilmember Gustav Larsson

Councilmember Hendricks attended the meeting by teleconference.

#### **CLOSED SESSION REPORT**

Vice Mayor Martin-Milius reported Council met in Closed Session held pursuant to California Government Code Section 54956.8: Conference with Real Property Negotiators; direction was given.

Vice Mayor Martin-Milius reported Council met in Closed Session held pursuant to California Government Code Section 54956.8: Conference with Real Property Negotiators; direction was given.

Vice Mayor Martin-Milius reported Council met in Closed Session held pursuant to

California Government Code Section 54957: Public Employee Performance Evaluation; nothing to report.

### **SPECIAL ORDER OF THE DAY**

#### **15-0625** SPECIAL ORDER OF THE DAY - July is Parks and Recreation Month Presentation

Mayor Griffith presented a proclamation for "July is Parks and Recreation Month" to Parks and Recreation Commission Chair Henry Alexander III, Director of Library and Community Services Lisa Rosenblum and Director of Public Works Manuel Pineda.

Mayor Griffith presented a proclamation to Lisa Rosenblum, Director of Library and Community Services, in recognition of her retirement and 6 years of service to the City.

### **PUBLIC ANNOUNCEMENTS**

Councilmember Larsson announced vacancies on City Boards and Commissions and an application deadline.

### **CONSENT CALENDAR**

Councilmember Meyering pulled Items 1.A through 1.G.

MOTION: Councilmember Meyering moved and Vice Mayor Martin-Milius seconded the motion to approve Items 1.H, 1.I and 1.J.

The motion carried by the following vote:

**Yes: 7 -** Mayor Griffith  
Vice Mayor Martin-Milius  
Councilmember Whittum  
Councilmember Meyering  
Councilmember Davis  
Councilmember Hendricks  
Councilmember Larsson

**No: 0**

#### **1.A** **15-0627** Approve City Council Meeting Minutes of June 9, 2015

Public Hearing opened at 8:48 p.m.

No speakers.

Public Hearing closed at 8:48 p.m.

MOTION: Vice Mayor Martin-Milius moved and Councilmember Larsson seconded the motion to approve the City Council Meeting Minutes of June 9, 2015 as submitted.

The motion carried by the following vote:

**Yes:** 6 - Mayor Griffith  
Vice Mayor Martin-Milius  
Councilmember Whittum  
Councilmember Davis  
Councilmember Hendricks  
Councilmember Larsson

**No:** 1 - Councilmember Meyering

**1.B**      [15-0612](#)      Approve the List(s) of Claims and Bills Approved for Payment by the City Manager

Public Hearing opened at 8:49 p.m.

No speakers.

Public Hearing closed at 8:49 p.m.

MOTION: Vice Mayor Martin-Milius moved and Councilmember Larsson 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 Martin-Milius  
Councilmember Whittum  
Councilmember Davis  
Councilmember Hendricks  
Councilmember Larsson

**No:** 1 - Councilmember Meyering

**1.C**      [15-0364](#)      Approve the Fiscal Year (FY) 2015/16 Preliminary Engineer's Report for the Downtown Parking District Assessment, Adopt a Resolution of Intention to Levy and Collect Assessment for the Downtown Parking Maintenance District for FY 2015/16, and Set the Date of July 14, 2015 for Public Hearing

Councilmember Whittum stated his residence is within 500 feet of the Downtown Parking Maintenance District, recused himself and left the room.

Public Hearing opened at 8:53 p.m.

No speakers.

Public Hearing closed at 8:53 p.m.

MOTION: Vice Mayor Martin-Milius moved and Councilmember Larsson seconded the motion to approve the Fiscal Year (FY) 2015/16 preliminary Engineer's Report for the Downtown Parking District Assessment, adopt a Resolution of Intention to Levy and Collect Assessment for the Downtown Parking Maintenance District for FY 2015/16, and set the date of July 14, 2015 for public hearing.

The motion carried by the following vote:

**Yes:** 6 - Mayor Griffith  
Vice Mayor Martin-Milius  
Councilmember Meyering  
Councilmember Davis  
Councilmember Hendricks  
Councilmember Larsson

**No:** 0

**Recused:** 1 - Councilmember Whittum

Following action on Item 1.C, Councilmember Whittum returned to the room and took his seat at the dais.

**1.D**      [15-0419](#)      Approval of the Santa Clara County Multi-Jurisdictional Program for Public Information 2015 Related to Floodplain Management

Public Hearing opened at 8:55 p.m.

No speakers.

Public Hearing closed at 8:55 p.m.

MOTION: Vice Mayor Martin-Milius moved and Councilmember Larsson seconded the motion to approve the Santa Clara County Multi Jurisdictional Program for Public Information 2015, related to flood plain management.

The motion carried by the following vote:



**Yes: 7 -** Mayor Griffith  
Vice Mayor Martin-Milius  
Councilmember Whittum  
Councilmember Meyering  
Councilmember Davis  
Councilmember Hendricks  
Councilmember Larsson

**No: 0**

- 1.E**      [15-0460](#)      Adopt a Resolution of Intention to Vacate Four Public Utility Easements at 520-592 East Weddell Drive and the Lands of the City and County of San Francisco and Set the Date of July 14, 2015 for Public Hearing

Mayor Griffith stated his residence is within 500 feet, recused himself and left the room.

Public Hearing opened at 8:57 p.m.

No speakers.

Public Hearing closed at 8:57 p.m.

MOTION: Councilmember Whittum moved and Councilmember Larsson seconded the motion to adopt a Resolution of Intention to vacate four Public Utility Easements at 520 592 East Weddell Drive and the Lands of the City and County of San Francisco and set the date of July 14, 2015 for public hearing.

The motion carried by the following vote:

**Yes: 5 -** Vice Mayor Martin-Milius  
Councilmember Whittum  
Councilmember Davis  
Councilmember Hendricks  
Councilmember Larsson

**No: 1 -** Councilmember Meyering

**Recused: 1 -** Mayor Griffith

Following action on Item 1.E, Mayor Griffith returned to the room and took his seat at the dais.

- 1.F**      [15-0523](#)      Approve Final Map (Tract No. 10283) - 24-unit Condominiums

at 238 Carroll Street by Classic 238 Carroll L.P., a California Limited Partnership

Public Hearing opened at 8:59 p.m.

No speakers.

Public Hearing closed at 8:59 p.m.

MOTION: Vice Mayor Martin-Milius moved and Councilmember Larsson seconded the motion to approve the final map for Tract No. 10283; authorize the Mayor to sign the subdivision agreement upon submittal of other documents deemed necessary by the Director of Public Works; direct the City Clerk to sign the City Clerk's Statement and forward the final map for recordation.

The motion carried by the following vote:

**Yes:** 6 - Mayor Griffith  
Vice Mayor Martin-Milius  
Councilmember Whittum  
Councilmember Davis  
Councilmember Hendricks  
Councilmember Larsson

**No:** 1 - Councilmember Meyering

**1.G**      [15-0556](#)      Approve Agreement Between the City of Sunnyvale (NOVA) and the County of San Mateo for Workforce Innovation Opportunity Act (WIOA) Services for Fiscal Year 2015-16; Authorize the Execution of Five Service Provider Contracts

Public Hearing opened at 9:02 p.m.

No speakers.

Public Hearing closed at 9:02 p.m.

MOTION: Councilmember Meyering moved and Vice Mayor Martin-Milius seconded the motion to approve a contract with San Mateo County for the City to manage up to \$4 million in County Workforce Innovation and Opportunity Act funds and provide Workforce Development Services within that county, and the following contracts with providers to serve San Mateo County: (1) with Jobtrain for youth services in an amount not to exceed \$350,000; (2) with Puente de la Costa Sur for youth services in an amount not to exceed \$200,000; (3) with Jefferson Union High School District for youth services in an amount not to exceed \$250,000; (4) with CLCP for adult and dislocated worker services in an amount not to exceed \$1,137,500, and (5) with Jobtrain for adult and dislocated worker services in an amount not to exceed \$487,500.

The motion carried by the following vote:

**Yes: 7 -** Mayor Griffith  
Vice Mayor Martin-Milius  
Councilmember Whittum  
Councilmember Meyering  
Councilmember Davis  
Councilmember Hendricks  
Councilmember Larsson

**No: 0**

**1.H**      [15-0568](#)      Award of Contract for Wastewater Treatment Chemicals for the Water Pollution Control Plant (F15-87)

1) Award a one-year contract to Polydyne, Inc. in the amount of \$750,000 for the purchase of Polymer; 2) Delegate authority to the City Manager to renew the contract annually for a period not-to exceed five years, provided budgeted funding is available and pricing/service remain acceptable, subject to the City's participation in the Bay Area Chemical Consortium cooperative purchasing program; and 3) Delegate authority to the City Manager to increase the annual contracts within operating program appropriation limits if additional quantities are needed for wastewater treatment processes.

**1.I**      [15-0589](#)      Award of a Contract for Traffic Signal Maintenance and Repair Services (RFP F15-83)

1) Approve a one-year contract in an amount not to exceed \$584,772, in substantially the same form as the attached draft to AegisITS, Inc., to provide routine traffic signal maintenance and non-routine repair services; 2) delegate authority to the City Manager to extend the contract for up to four additional years depending upon acceptable pricing and service; and 3) delegate authority to the City Manager to increase the contract value if necessary and within existing Council policies for budget appropriation control.

**1.J**      [15-0594](#)      Reject Bids Received in Response to Invitation for Bids No. F15-77 for Self-Contained Breathing Air Compressors at Fire Stations 1 and 2

Reject the two bids received in response to Invitation for Bids No. F15-77.

### **PUBLIC COMMENTS**

Michael Goldman spoke regarding possibilities for a new City Hall and provided a PowerPoint presentation.

Tim Brand, Board Member, Bay Area for Clean Environment, spoke regarding Lehigh Cement and provided written materials.

Maria Pan spoke regarding her identity and provided a legal document which was returned to her following her comments.

Dave Jones spoke regarding the reduction in water usage approved by Council and recommended a better mechanism to provide information to users.

Andrew Boone, Planning Commissioner, East Palo Alto and member of the City/County Association of Governments of San Mateo County Pedestrian and Bicycle Advisory Committee, expressed concerns regarding traffic congestion and greenhouse gas emissions that may result from a possible VTA bond measure for grade separation on Lawrence Expressway.

Larry Alba spoke regarding the emergency water reduction notices and expressed concerns regarding availability of water due to growth in population and development.

#### **PUBLIC HEARINGS/GENERAL BUSINESS**

- 2      [15-0184](#)      FILE #: 2015-7353  
Location: 1250 Lakeside Drive (APNs: 216-43-035 and 216-43-036)  
Proposed Project:  
LAKESIDE SPECIFIC PLAN AMENDMENT INITIATION  
Request to study a site layout change in the Lakeside Specific Plan by reversing the locations of the hotel and residential components.  
Applicant/Owner: Wittek Development/ Aircoa Equity Interests, Inc.  
Project Planner: Trudi Ryan (408) 730-7435, [tryan@sunnyvale.ca.gov](mailto:tryan@sunnyvale.ca.gov)

Director of Community Development Hanson Hom presented the staff report.

Public Hearing opened at 8:02 p.m.

Patricia Curtin, Land Use Attorney with Wendel and Rosen speaking on behalf of the applicant, provided information regarding the proposed specific plan amendment initiation.

Kurt Wittek, Wittek Development, speaking on behalf of Millenium & Copthorne Hotels, provided information regarding the hotel group.

Public Hearing closed at 8:18 p.m.

MOTION: Vice Mayor Martin-Milius moved and Councilmember Davis seconded the motion to approve Alternatives 1 and 2: 1) Initiate a study to amend the Lakeside Specific Plan to change the land use site plan, including studying the loss of significant trees; and 2) Allow the site development applications to be considered simultaneously with the Specific Plan Amendment.

The motion carried by the following vote:

**Yes: 5 -** Mayor Griffith  
Vice Mayor Martin-Milius  
Councilmember Davis  
Councilmember Hendricks  
Councilmember Larsson

**No: 2 -** Councilmember Whittum  
Councilmember Meyering

**3**      [15-0304](#)      Adoption of the FY 2015/16 Budget, Fee Schedule, and Appropriations Limit

Assistant Director of Finance Tim Kirby presented the staff report and provided information regarding changes made to Budget Supplement 8 to reflect that a Councilmember cannot sit on the Board of the Sunnyvale Downtown Association but a liaison can be selected, and a correction to the Fee Schedule for the fourth level of the water conversation penalties from \$250 to \$500.

Public Hearing opened at 8:29 p.m.

Michelle Ma, West Valley Community Services, provided information regarding the agency's homeless support services.

Anky van Deursen, Project Sentinel, provided information regarding services provided by the agency and requested the same level of funding from last year.

Teresa Johnson, Director of Meals on Wheels for the Health Trust, provided information regarding the services provided by the program.

Marie Bernard, Executive Director of Sunnyvale Community Services, provided information regarding the three proposals Sunnyvale Community Services is

involved with.

Public Hearing closed at 8:35 p.m.

MOTION: Vice Mayor Martin-Milius moved and Councilmember Larsson seconded the motion to approve Alternative 1: Approve the resolutions presented as Attachment 1 (including Exhibit A), Attachment 2 (including Exhibits A through D) and Attachment 3 (including Exhibit A) that provide for the adoption of the FY 2015/16 Fee Schedule, Budget, and Appropriations Limit.

AMENDMENT: Councilmember Meyering moved to amend the motion to amend the budget to remove funding for Councilmember pay raises.  
Mayor Griffith ruled the motion out of order.

AMENDMENT: Councilmember Meyering moved to amend the motion to allocate \$20,000 in funding for renting a space for four months to re-open the Sunnyvale homeless shelter.  
The motion died due to lack of a second.

AMENDMENT: Councilmember Meyering moved to amend the motion to amend the budget to allocate \$100,000 for salary and benefits for a full time traffic officer to be deployed around Sunnyvale schools on a full time basis to manage traffic congestion.  
The motion died due to lack of a second.

The motion carried by the following vote:

**Yes:** 6 - Mayor Griffith  
Vice Mayor Martin-Milius  
Councilmember Whittum  
Councilmember Davis  
Councilmember Hendricks  
Councilmember Larsson

**No:** 1 - Councilmember Meyering

**4**      [15-0636](#)      Review and Approval of Community Event Grant Distribution  
Subcommittee Recommendations

Subcommittee Chair Martin-Milius presented the report.

Councilmember Whittum stated his home is within 500 feet of the Business Improvement District, recused himself and left the room.

Public Hearing opened at 8:44 p.m.

No speakers.

Public Hearing closed at 8:44 p.m.

MOTION: Vice Mayor Martin-Milius moved and Councilmember Davis seconded the motion to approve the Subcommittee's recommendations on the community grants as presented.

The motion carried by the following vote:

**Yes: 6 -** Mayor Griffith  
Vice Mayor Martin-Milius  
Councilmember Meyering  
Councilmember Davis  
Councilmember Hendricks  
Councilmember Larsson

**No: 0**

**Recused: 1 -** Councilmember Whittum

Following action on the community event grants, Councilmember Whittum returned to the room and took his seat at the dais.

Public Hearing opened at 8:46 p.m.

No speakers.

Public Hearing closed at 8:46 p.m.

Councilmember Meyering stated his vote would be an abstention on the SNAIL Neighborhood Association grant as he is a periodic volunteer with the association.

MOTION: Vice Mayor Martin-Milius moved and Councilmember Davis seconded the motion to approve the Subcommittee's recommendations on the neighborhood grants as presented.

The motion carried by the following vote:

**Yes: 7 -** Mayor Griffith  
Vice Mayor Martin-Milius  
Councilmember Whittum  
Councilmember Meyering  
Councilmember Davis  
Councilmember Hendricks  
Councilmember Larsson

No: 0

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

Councilmember Davis reported his attendance at a meeting of the National League of Cities Public Safety Steering Committee.

Vice Mayor Martin-Milius reported her attendance at a meeting of the Parks and Recreation Commission.

Councilmember Whittum reported his attendance at a meeting with VTA staff regarding 49ers transit service.

Mayor Griffith reported his attendance at a meeting of the Cities Association in which he gave a presentation regarding minimum wage in which value in regional consistency was expressed.

**NON-AGENDA ITEMS & COMMENTS**

**-Council**

Vice Mayor Martin-Milius provided information regarding a meeting she attended on sea level rise.

**-City Manager**

None.

**INFORMATION ONLY REPORTS/ITEMS**

<a href="#">15-0504</a>	Information/Action Items
<a href="#">15-0628</a>	Tentative Council Meeting Agenda Calendar
<a href="#">15-0629</a>	Board/Commission Meeting Minutes

**ADJOURNMENT**

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





# City of Sunnyvale

## Agenda Item

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15-0654

Agenda Date: 7/14/2015

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### REPORT TO COUNCIL

#### **SUBJECT**

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

#### **BACKGROUND**

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

List No.	Date	Total Disbursements
769	06/14/15 through 06/20/15	\$5,261,791.20
770	06/21/15 through 06/27/15	\$4,030,595.59
771	06/28/15 through 07/04/15	\$2,058,382.99

#### **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: Kent Steffens, Assistant City Manager  
Approved by: Deanna J. Santana, City Manager

#### **ATTACHMENTS**

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

7/6/2015

City of Sunnyvale

**LIST # 769**

Page 1

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 6/14/2015 through 6/20/2015**

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
100269913	6/17/15	A T & T	MAY2015-LCS	Utilities - Telephone	96.87	0.00	96.87	<b>\$159.08</b>
			MAY2015-TRAIN	Utilities - Telephone	62.21	0.00	62.21	
100269914	6/17/15	AMS.NET INC	142518	Communication Equipment	1,200.00	0.00	1,200.00	<b>\$4,840.00</b>
			142528	Communication Equipment	3,640.00	0.00	3,640.00	
100269915	6/17/15	AEGIS ITS INC	12937	Services Maintain Land Improv	418.77	0.00	418.77	<b>\$47,179.37</b>
			12938	Services Maintain Land Improv	5,544.68	0.00	5,544.68	
			13009	Services Maintain Land Improv	937.97	0.00	937.97	
			13010	Services Maintain Land Improv	339.25	0.00	339.25	
			13017	Services Maintain Land Improv	19,837.00	0.00	19,837.00	
			13025	Services Maintain Land Improv	3,499.00	0.00	3,499.00	
			13027	Services Maintain Land Improv	2,996.52	0.00	2,996.52	
			13035	Services Maintain Land Improv	4,560.18	0.00	4,560.18	
			13036	Services Maintain Land Improv	9,046.00	0.00	9,046.00	
100269916	6/17/15	ASSN OF BAY AREA GOVERNMENTS	1052477	Prepaid Goods, Services or Obligations	24,978.00	0.00	24,978.00	<b>\$24,978.00</b>
100269917	6/17/15	B & A FRICTION MATERIALS INC	541299	Parts, Vehicles & Motor Equip	102.05	0.00	102.05	<b>\$102.05</b>
100269918	6/17/15	BKF ENGINEERS	15040173	Engineering Services	9,078.98	0.00	9,078.98	<b>\$10,748.45</b>
			15050711	Consultants	1,669.47	0.00	1,669.47	
100269919	6/17/15	BASCOM TRIM & UPHOLSTERY	166099	Auto Maint & Repair - Labor	263.50	0.00	263.50	<b>\$326.58</b>
			166099	Auto Maint & Repair - Materials	63.08	0.00	63.08	
100269920	6/17/15	BERTRAND FOX & ELLIOT	23133	Legal Services	480.22	0.00	480.22	<b>\$480.22</b>
100269921	6/17/15	BILL WILSON CENTER	APRIL2015	Long Term Rent - Sunnyvale Office Center	-2,400.00	0.00	-2,400.00	<b>\$64,940.90</b>
			APRIL2015	Contracts/Service Agreements	41,678.72	0.00	41,678.72	
			MARCH2015	Long Term Rent - Sunnyvale Office Center	-2,400.00	0.00	-2,400.00	
			MARCH2015	Contracts/Service Agreements	28,062.18	0.00	28,062.18	
100269922	6/17/15	BOUND TREE MEDICAL LLC	81814703	Inventory Purchase	1,592.10	0.00	1,592.10	<b>\$1,592.10</b>
100269923	6/17/15	BUCKLES-SMITH ELECTRIC CO	1437899-00	Electrical Parts & Supplies	809.52	0.00	809.52	<b>\$809.52</b>
100269924	6/17/15	CALIFORNIA BUILDING OFFICIALS	SEPT/14/2015	Prepaid Goods, Services or Obligations	185.00	0.00	185.00	<b>\$2,590.00</b>
			SEPT/14-15/15	Prepaid Goods, Services or Obligations	740.00	0.00	740.00	

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			SEPT/15&17/15	Prepaid Goods, Services or Obligations	370.00	0.00	370.00	
			SEPT/15/2015	Prepaid Goods, Services or Obligations	555.00	0.00	555.00	
			SEPT/15-17/15	Prepaid Goods, Services or Obligations	555.00	0.00	555.00	
			SEPT/17/2015	Prepaid Goods, Services or Obligations	185.00	0.00	185.00	
100269925	6/17/15	CALIFORNIA FIRE CHIEFS ASSN	FY2015-2016	Prepaid Goods, Services or Obligations	250.00	0.00	250.00	<b>\$250.00</b>
100269926	6/17/15	CALIFORNIA HIGHWAY PATROL	M0060675	Contracts/Service Agreements	6,000.00	0.00	6,000.00	<b>\$6,000.00</b>
100269927	6/17/15	CALIFORNIA POLICE CHIEFS ASSN	568	Prepaid Goods, Services or Obligations	2,100.00	0.00	2,100.00	<b>\$2,100.00</b>
100269928	6/17/15	CALTEST ANALYTICAL LABORATORY	501330	Water Lab Services	339.30	0.00	339.30	<b>\$9,694.00</b>
			508551	Water Lab Services	47.00	0.00	47.00	
			508645	Water Lab Services	339.30	0.00	339.30	
			508646	Water Lab Services	339.30	0.00	339.30	
			508683	Water Lab Services	1,360.80	0.00	1,360.80	
			508684	Water Lab Services	2,721.60	0.00	2,721.60	
			508685	Water Lab Services	339.30	0.00	339.30	
			508686	Water Lab Services	296.80	0.00	296.80	
			508959	Water Lab Services	1,512.00	0.00	1,512.00	
			508960	Water Lab Services	339.30	0.00	339.30	
			508961	Water Lab Services	339.30	0.00	339.30	
			508962	Water Lab Services	339.30	0.00	339.30	
			508963	Water Lab Services	339.30	0.00	339.30	
			543445	Water Lab Services	802.30	0.00	802.30	
			543707	Water Lab Services	69.00	0.00	69.00	
			543831	Water Lab Services	170.10	0.00	170.10	
100269930	6/17/15	CAROLLO ENGINEERS	0140633	Professional Services	457,119.73	0.00	457,119.73	<b>\$457,119.73</b>
100269931	6/17/15	CENTURY GRAPHICS	41587	Clothing, Uniforms & Access	44.92	0.00	44.92	<b>\$44.92</b>
100269932	6/17/15	CITY OF MOUNTAIN VIEW	2015-2016	Prepaid Goods, Services or Obligations	505.00	0.00	505.00	<b>\$505.00</b>
100269933	6/17/15	COASTAL TRACTOR	IV70368	Parts, Vehicles & Motor Equip	104.39	0.00	104.39	<b>\$104.39</b>
100269934	6/17/15	CRYE PRECISION LLC	IN00087231	Clothing, Uniforms & Access	4,689.00	0.00	4,689.00	<b>\$4,689.00</b>
100269935	6/17/15	DAVID CHAU	SMS-5-2015-4	Rec Instructors/Officials	1,000.00	0.00	1,000.00	<b>\$1,000.00</b>
100269936	6/17/15	DEPARTMENT OF JUSTICE	100713	Contracts/Service Agreements	1,688.00	0.00	1,688.00	<b>\$1,688.00</b>
100269937	6/17/15	DRYCO CONSTRUCTION INC						<b>\$10,860.40</b>

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			PRKTNSBSKBL	Construction Services	10,860.40	0.00	10,860.40	
			#06					
100269938	6/17/15	EVOQUA WATER TECHNOLOGIES LLC	902195640	Miscellaneous Services	156.00	0.00	156.00	<b>\$156.00</b>
100269939	6/17/15	FAMCON PIPE & SUPPLY INC	169218	Materials - Land Improve	11,711.95	0.00	11,711.95	<b>\$11,711.95</b>
100269940	6/17/15	FAMILY & CHILDREN SERVICES	1	Outside Group Funding	1,202.33	0.00	1,202.33	<b>\$8,408.65</b>
			2	Outside Group Funding	7,206.32	0.00	7,206.32	
100269941	6/17/15	FAST FABRICATORS LLC	INV001651	Misc Equip Maint & Repair - Materials	2,258.14	0.00	2,258.14	<b>\$2,258.14</b>
100269943	6/17/15	FERGUSON ENTERPRISES INC	1070415	Water Meter Boxes, Vaults, and Lids	21,652.13	0.00	21,652.13	<b>\$45,001.56</b>
			1079886	Water Meter Boxes, Vaults, and Lids	23,349.43	0.00	23,349.43	
100269944	6/17/15	FULL BLOWN MOVIES	004	Excursions	250.00	0.00	250.00	<b>\$250.00</b>
100269945	6/17/15	GARDENLAND POWER EQUIPMENT	290543	Misc Equip Maint & Repair - Materials	432.13	0.00	432.13	<b>\$432.13</b>
100269946	6/17/15	GRAINGER	9762281104	Inventory Purchase	145.46	0.00	145.46	<b>\$145.46</b>
100269947	6/17/15	GUERRA CONSTRUCTION GROUP	BYLNDSRKEQ	Construction Services	75,599.33	0.00	75,599.33	<b>\$75,599.33</b>
			#03					
100269948	6/17/15	H T HARVEY & ASSOC	39045	Consultants	326.00	0.00	326.00	<b>\$326.00</b>
100269949	6/17/15	HEXAGON TRANSPORTATION CONSULTANTS INC	8994	Consultants	12,000.00	0.00	12,000.00	<b>\$12,000.00</b>
100269950	6/17/15	INFRASTRUCTURE ENGINEERING CORP	8219	Engineering Services	6,553.75	0.00	6,553.75	<b>\$6,553.75</b>
100269951	6/17/15	KMVT COMMUNITY TELEVISION	6655	Engineering Services	1,413.04	0.00	1,413.04	<b>\$5,163.04</b>
			6660	Engineering Services	3,750.00	0.00	3,750.00	
100269952	6/17/15	KATHEY FYKE	5592	DED Services/Training - Books	59.80	0.00	59.80	<b>\$59.80</b>
100269953	6/17/15	KELLY PAPER CO	7317940	General Supplies	858.04	0.00	858.04	<b>\$858.04</b>
100269954	6/17/15	KENNEDY JENKS CONSULTANTS	92603	HazMat Disposal - Hazardous Waste Disposal	1,304.90	0.00	1,304.90	<b>\$1,304.90</b>
100269955	6/17/15	KIDZ LOVE SOCCER	2015SP-A15	Rec Instructors/Officials	12,892.80	0.00	12,892.80	<b>\$12,892.80</b>
100269956	6/17/15	KOHLWEISS AUTO PARTS INC	01OH3662	Parts, Vehicles & Motor Equip	38.60	0.00	38.60	<b>\$846.55</b>
			01OH5830	Inventory Purchase	824.44	16.49	807.95	
100269957	6/17/15	LAW ENFORCEMENT PSYCHOLOGICAL SERV INC	1506886	Investigation Expense	2,250.00	0.00	2,250.00	<b>\$2,250.00</b>
100269958	6/17/15	LAW OFFICES OF CRAIG LABADIE	FILE#1039	Legal Services	6,428.50	0.00	6,428.50	<b>\$6,428.50</b>
100269959	6/17/15	LEVEL 3 COMMUNICATIONS LLC	38650428	Comm Equip Maintain & Repair - Labor 1	7,067.12	0.00	7,067.12	<b>\$11,393.93</b>

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			38883447	Comm Equip Maintain & Repair - Materials 2	4,326.81	0.00	4,326.81	
100269960	6/17/15	LORI NEUMANN	LN2015JUN	Rec Instructors/Officials	1,346.40	0.00	1,346.40	<b>\$1,346.40</b>
100269961	6/17/15	MANSFIELD OIL CO	517171	Inventory Purchase	17,183.01	0.00	17,183.01	<b>\$17,183.01</b>
100269962	6/17/15	MANUEL-ANTONIO G REGIDOR	SMS-5-2015-3	Rec Instructors/Officials	1,000.00	0.00	1,000.00	<b>\$1,000.00</b>
100269963	6/17/15	MCMASTER CARR SUPPLY CO	31613624	Miscellaneous Equipment Parts & Supplies	344.77	0.00	344.77	<b>\$1,238.37</b>
			31630981	Electrical Parts & Supplies	172.63	0.00	172.63	
			31630982	Miscellaneous Equipment Parts & Supplies	87.84	0.00	87.84	
			31678962	Miscellaneous Equipment Parts & Supplies	100.15	0.00	100.15	
			31710048	Miscellaneous Equipment Parts & Supplies	280.37	0.00	280.37	
			31830742	Electrical Parts & Supplies	252.61	0.00	252.61	
100269964	6/17/15	MIALI REYNOSO	CMS-5-2015-2	Rec Instructors/Officials	1,000.00	0.00	1,000.00	<b>\$1,000.00</b>
100269965	6/17/15	MIDWEST TAPE	92894627	Library Acquis, Audio/Visual	260.94	0.00	260.94	<b>\$1,631.62</b>
			92902705	Library Acquis, Audio/Visual	486.40	0.00	486.40	
			92907420	Library Acquis, Audio/Visual	141.33	0.00	141.33	
			92933320	Library Technology Services	742.95	0.00	742.95	
100269966	6/17/15	MISSION VALLEY FORD TRUCK SALES INC	687180	Parts, Vehicles & Motor Equip	163.44	0.00	163.44	<b>\$163.44</b>
100269967	6/17/15	MOISES MARTIN	CMS-5-2015-1	Rec Instructors/Officials	1,000.00	0.00	1,000.00	<b>\$1,000.00</b>
100269968	6/17/15	MOST DEPENDABLE FOUNTAINS INC	INV37292	Materials - Land Improve	2,556.50	0.00	2,556.50	<b>\$2,556.50</b>
100269969	6/17/15	MOUNTAIN VIEW GARDEN CENTER	77575	Construction Services	81.51	0.00	81.51	<b>\$81.51</b>
100269970	6/17/15	MUNICIPAL MAINTENANCE EQUIPMENT INC	0100861-IN	Parts, Vehicles & Motor Equip	140.89	0.00	140.89	<b>\$483.07</b>
			0101127-IN	Miscellaneous Equipment	342.18	0.00	342.18	
100269971	6/17/15	NAPA AUTO PARTS	179985	Parts, Vehicles & Motor Equip	63.18	0.00	63.18	<b>\$412.56</b>
			180007	Parts, Vehicles & Motor Equip	23.40	0.00	23.40	
			180010	Parts, Vehicles & Motor Equip	262.99	0.00	262.99	
			180213	Parts, Vehicles & Motor Equip	5.85	0.00	5.85	
			180245	Parts, Vehicles & Motor Equip	57.14	0.00	57.14	
100269972	6/17/15	NBS	41500063	Financial Services	3,717.50	0.00	3,717.50	<b>\$3,717.50</b>
100269973	6/17/15	NOEMI PEREIDA	052015PURCHASE	DED Services/Training - Books	164.92	0.00	164.92	<b>\$164.92</b>
100269974	6/17/15	ON ASSIGNMENT LAB SUPPORT	LAB550075518	Salaries - Contract Personnel	1,104.00	0.00	1,104.00	<b>\$1,584.00</b>

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			LAB550076247	Salaries - Contract Personnel	480.00	0.00	480.00	
100269975	6/17/15	OVERDRIVE INC	0910-191112020	Library Periodicals/Databases	1,412.35	0.00	1,412.35	<b>\$1,412.35</b>
100269976	6/17/15	P&R PAPER SUPPLY CO INC	30039676-00	Inventory Purchase	1,396.95	0.00	1,396.95	<b>\$1,396.95</b>
100269977	6/17/15	PAYFLEX SYSTEMS USA INC	000222058	Miscellaneous Payment	780.00	0.00	780.00	<b>\$780.00</b>
100269978	6/17/15	PACIFIC ECO-RISK	11000	Water Lab Services	2,840.00	0.00	2,840.00	<b>\$2,840.00</b>
100269979	6/17/15	PERKINELMER HEALTH SCIENCES	5303424401	Miscellaneous Services	687.81	0.00	687.81	<b>\$687.81</b>
100269980	6/17/15	PINE CONE LUMBER CO INC	593117	Materials - Land Improve	36.11	0.00	36.11	<b>\$320.05</b>
			593229	Bldg Maint Matls & Supplies	6.55	0.00	6.55	
			593235	Bldg Maint Matls & Supplies	13.90	0.00	13.90	
			594041	Inventory Purchase	266.15	2.66	263.49	
100269981	6/17/15	PORTNOV COMPUTER SCHOOL	06-01-15	DED Services/Training - Training	595.00	0.00	595.00	<b>\$2,380.00</b>
			06-02-15	DED Services/Training - Training	595.00	0.00	595.00	
			06-03-15	DED Services/Training - Training	595.00	0.00	595.00	
			06-04-15	DED Services/Training - Training	595.00	0.00	595.00	
100269982	6/17/15	PROSPECT SILICON VALLEY	NV0515	Contracts/Service Agreements	2,908.13	0.00	2,908.13	<b>\$2,908.13</b>
100269983	6/17/15	RAFT RESOURCE AREA FOR TEACHERS	2015-5-1693	Membership Fees	15.00	0.00	15.00	<b>\$15.00</b>
100269984	6/17/15	RASH CURTIS & ASSOC	518400000044	Financial Services	142.50	0.00	142.50	<b>\$142.50</b>
100269985	6/17/15	RAYVERN LIGHTING SUPPLY CO INC	33669-0	Inventory Purchase	2,431.22	0.00	2,431.22	<b>\$2,431.22</b>
100269986	6/17/15	RICHARD A RUBENSTEIN MD INC	060915	Medical Services	4,320.00	0.00	4,320.00	<b>\$4,320.00</b>
100269987	6/17/15	ROBERT BARELLI	SMS-5-2015-2	Rec Instructors/Officials	1,000.00	0.00	1,000.00	<b>\$1,000.00</b>
100269988	6/17/15	ROBERT TIERNEY	SMS-5-2015-1	Rec Instructors/Officials	1,000.00	0.00	1,000.00	<b>\$1,000.00</b>
100269989	6/17/15	ROBERTSON INDUSTRIES INC	PJI003637	Professional Services	1,541.53	0.00	1,541.53	<b>\$1,541.53</b>
100269990	6/17/15	ROBIN PICKEL	RP2015JUN	Rec Instructors/Officials	2,496.00	0.00	2,496.00	<b>\$2,496.00</b>
100269991	6/17/15	ROYAL BRASS INC	763260-001	Miscellaneous Equipment Parts & Supplies	111.24	1.11	110.13	<b>\$110.13</b>
100269992	6/17/15	SCS FIELD SERVICES INC	0257580	Engineering Services	8,617.80	0.00	8,617.80	<b>\$8,617.80</b>
100269993	6/17/15	SFO REPROGRAPHICS	22546	Printing & Related Services	1,238.01	0.00	1,238.01	<b>\$1,358.55</b>
			22736	Printing & Related Services	81.56	0.00	81.56	
			22764	Printing & Related Services	38.98	0.00	38.98	
			2736	Printing & Related Services	0.00	0.00	0.00	
100269994	6/17/15	SAFEWAY INC	438492-060815	Food Products	22.17	0.00	22.17	<b>\$63.03</b>
			801523-061015	General Supplies	28.91	0.00	28.91	

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			805780-060315	General Supplies	11.95	0.00	11.95	
100269995	6/17/15	SANDERSON SAFETY SUPPLY CO	8084995-03	Inventory Purchase	170.19	1.57	168.62	<b>\$219.53</b>
			8085082-01	Inventory Purchase	51.38	0.47	50.91	
100269996	6/17/15	SANDRA TODD	SMS-5-2015-5	Rec Instructors/Officials	1,000.00	0.00	1,000.00	<b>\$1,000.00</b>
100269997	6/17/15	SANTA CLARA VLY TRANSPORTATION AUTHORITY	1800018103	Engineering Services	45,303.30	0.00	45,303.30	<b>\$45,303.30</b>
100269998	6/17/15	SARAH GRAVES	SG2015JUN	Rec Instructors/Officials	938.07	0.00	938.07	<b>\$938.07</b>
100269999	6/17/15	SAVIANO CO INC	6803-01	Professional Services	4,000.00	0.00	4,000.00	<b>\$7,000.00</b>
			6803-02	Professional Services	3,000.00	0.00	3,000.00	
100270000	6/17/15	SECURITY CONTRACTOR SERVICES INC	471368A-IN	Materials - Land Improve	261.76	0.00	261.76	<b>\$261.76</b>
100270001	6/17/15	SHANE M REYNOLDS	SMS-5-2015-6	Rec Instructors/Officials	1,000.00	0.00	1,000.00	<b>\$1,000.00</b>
100270002	6/17/15	SHRED-IT USA LLC	8120174298	Records Related Services	90.00	0.00	90.00	<b>\$135.00</b>
			9405930598	Records Related Services	45.00	0.00	45.00	
100270003	6/17/15	SILICON VALLEY COMMUNITY NEWSPAPERS	0005464916	Advertising Services	186.96	0.00	186.96	<b>\$186.96</b>
100270004	6/17/15	SILICON VALLEY COMMUNITY NEWSPAPERS	5417869-050115	Advertising Services	373.00	0.00	373.00	<b>\$1,492.00</b>
			5417869-051515	Advertising Services	373.00	0.00	373.00	
			5417869-052215	Advertising Services	373.00	0.00	373.00	
			5417869-052915	Advertising Services	373.00	0.00	373.00	
100270005	6/17/15	SILICON VALLEY SECURITY & PATROL INC	2020108	Miscellaneous Services	374.68	0.00	374.68	<b>\$493.00</b>
			2020514	Miscellaneous Services	118.32	0.00	118.32	
100270006	6/17/15	SPARTAN TOOL LLC	490870	Miscellaneous Equipment	23.49	0.00	23.49	<b>\$23.49</b>
100270007	6/17/15	SPORTZANIA INC DBA SKYHAWKS SPORTS	2013	Rec Instructors/Officials	1,537.90	0.00	1,537.90	<b>\$1,537.90</b>
100270008	6/17/15	SUJATA IYER	4056338	DED Services/Training - Support Services	405.00	0.00	405.00	<b>\$544.00</b>
			81815856	DED Services/Training - Support Services	139.00	0.00	139.00	
100270009	6/17/15	SUNGARD PUBLIC SECTOR INC	102034	Training and Conferences	80.00	0.00	80.00	<b>\$80.00</b>
100270010	6/17/15	SUNNYVALE COMMUNITY SERVICES	3	Outside Group Funding	90,138.73	0.00	90,138.73	<b>\$90,138.73</b>
100270011	6/17/15	SUNNYVALE FORD	443191	Parts, Vehicles & Motor Equip	83.44	0.00	83.44	<b>\$83.44</b>
100270012	6/17/15	SUNNYVALE WINDUSTRIAL CO INC	643863 00	Miscellaneous Equipment Parts & Supplies	839.85	0.00	839.85	<b>\$1,029.80</b>
			644185 00	General Supplies	37.25	0.00	37.25	
			644280 00	Miscellaneous Equipment Parts & Supplies	69.61	0.00	69.61	

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			644382 00	Misc Equip Maint & Repair - Materials	83.09	0.00	83.09	
100270013	6/17/15	SUPPLYWORKS	1650424-00	Inventory Purchase	446.55	0.00	446.55	<b>\$446.55</b>
100270014	6/17/15	TMT ENTERPRISES INC	79091	Materials - Land Improve	1,092.04	0.00	1,092.04	<b>\$1,092.04</b>
100270015	6/17/15	THOMAS CHING	10444528	DED Services/Training - Books	58.48	0.00	58.48	<b>\$58.48</b>
100270016	6/17/15	THOMSON REUTERS WEST	831890692	Software Licensing & Support	1,392.06	0.00	1,392.06	<b>\$1,392.06</b>
100270017	6/17/15	TONY ZHAO	043015PURCHA SE	DED Services/Training - Books	60.30	0.00	60.30	<b>\$60.30</b>
100270018	6/17/15	TRICOR AMERICA INC	M619069	Contracts/Service Agreements	660.00	0.00	660.00	<b>\$660.00</b>
100270019	6/17/15	TURF & INDUSTRIAL EQUIPMENT CO	IV11953	Inventory Purchase	76.02	0.00	76.02	<b>\$76.02</b>
100270020	6/17/15	USA BLUEBOOK	660467	General Supplies	660.87	0.00	660.87	<b>\$660.87</b>
100270021	6/17/15	UNITED SITE SERVICES INC	114-2998716	Equipment Rental/Lease	95.39	0.00	95.39	<b>\$254.64</b>
			114-2998717	Equipment Rental/Lease	159.25	0.00	159.25	
100270022	6/17/15	UNIVERSITY OF CALIFORNIA SANTA CRUZ	56775	DED Services/Training - Training	5,400.00	0.00	5,400.00	<b>\$14,926.50</b>
			56778	DED Services/Training - Training	4,414.50	0.00	4,414.50	
			56780	DED Services/Training - Training	5,112.00	0.00	5,112.00	
100270023	6/17/15	VWR INTERNATIONAL LLC	8041485286	General Supplies	56.14	0.00	56.14	<b>\$228.39</b>
			8041485287	General Supplies	36.72	0.00	36.72	
			8041485288	General Supplies	65.20	0.00	65.20	
			8041500241	General Supplies	70.33	0.00	70.33	
100270024	6/17/15	VALLEY CREST TREE CO	4787583	Materials - Land Improve	2,289.19	0.00	2,289.19	<b>\$2,289.19</b>
100270025	6/17/15	VLACH REPAIR SERVICE	51515	Comm Equip Maintain & Repair - Labor 1	243.35	0.00	243.35	<b>\$396.95</b>
			52015	Comm Equip Maintain & Repair - Labor 1	153.60	0.00	153.60	
100270026	6/17/15	WHCI PLUMBING SUPPLY	S2018506.001	Bldg Maint Matls & Supplies	999.38	0.00	999.38	<b>\$999.38</b>
100270027	6/17/15	WECK LABORATORIES INC	W5E0522-COSV	Water Lab Services	548.20	0.00	548.20	<b>\$2,390.56</b>
			W5E1929-COSV	Water Lab Services	1,324.62	0.00	1,324.62	
			W5E1931-COSV	Water Lab Services	517.74	0.00	517.74	
100270028	6/17/15	WECO INDUSTRIES LLC	0034050-IN	Miscellaneous Equipment	136.95	0.00	136.95	<b>\$176.33</b>
			0034168-IN	Misc Equip Maint & Repair - Labor	39.38	0.00	39.38	
100270029	6/17/15	WEST COAST ARBORISTS INC	105694	Services Maintain Land Improv	8,490.00	0.00	8,490.00	<b>\$13,925.00</b>
			106022	Services Maintain Land Improv	5,435.00	0.00	5,435.00	
100270030	6/17/15	WESTERN CONTRACT INTERIORS	20112RP	Furniture	30,839.59	0.00	30,839.59	<b>\$30,839.59</b>



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100270031	6/17/15	WESTERN STATES TOOL & SUPPLY CORP	058855A	Inventory Purchase	488.40	0.00	488.40	<b>\$488.40</b>
100270032	6/17/15	WAITER.COM INC	F0609399242	Food Products	100.40	0.00	100.40	<b>\$164.37</b>
			F0611413284	Food Products	63.97	0.00	63.97	
100270033	6/17/15	CARL LYNCH AND HIS ATTORNEYS	13-14-062	Liability Claims Paid	7,000.00	0.00	7,000.00	<b>\$7,000.00</b>
100270034	6/17/15	GRAINGER	9725576335	Supplies, Safety	160.60	0.00	160.60	<b>\$7,870.49</b>
			9730710689	Supplies, Safety	53.84	0.00	53.84	
			9731022969	Parts, Vehicles & Motor Equip	354.81	0.00	354.81	
			9732233037	Bldg Maint Matls & Supplies	238.36	0.00	238.36	
			9733795901	Hand Tools	117.86	0.00	117.86	
			9734825053	General Supplies	112.31	0.00	112.31	
			9736346132	Clothing, Uniforms & Access	66.26	0.00	66.26	
			9736388837	Bldg Maint Matls & Supplies	118.34	0.00	118.34	
			9738790485	Electrical Parts & Supplies	2.44	0.00	2.44	
			9738801084	Hand Tools	20.19	0.00	20.19	
			9739262609	Hand Tools	1,267.16	0.00	1,267.16	
			9739262617	Hand Tools	316.84	0.00	316.84	
			9739476787	Supplies, Safety	146.34	0.00	146.34	
			9739635341	Miscellaneous Equipment Parts & Supplies	28.31	0.00	28.31	
			9739635358	Miscellaneous Equipment	262.77	0.00	262.77	
			9739726090	Supplies, Safety	84.61	0.00	84.61	
			9740803821	Miscellaneous Equipment Parts & Supplies	115.49	0.00	115.49	
			9740957494	Hand Tools	86.63	0.00	86.63	
			9741991807	General Supplies	105.28	0.00	105.28	
			9742775738	Hand Tools	51.54	0.00	51.54	
			9743054281	Bldg Maint Matls & Supplies	170.14	0.00	170.14	
			9743054299	Bldg Maint Matls & Supplies	552.51	0.00	552.51	
			9743100951	General Supplies	334.33	0.00	334.33	
			9743100969	Hand Tools	335.71	0.00	335.71	
			9744339343	Chemicals	60.12	0.00	60.12	
			9744339350	Miscellaneous Equipment Parts & Supplies	152.44	0.00	152.44	
			9745577560	Supplies, Safety	89.61	0.00	89.61	

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			9746410589	Miscellaneous Equipment Parts & Supplies	295.34	0.00	295.34	
			9747118678	Miscellaneous Equipment Parts & Supplies	343.86	0.00	343.86	
			9747118686	Supplies, Safety	103.74	0.00	103.74	
			9747118694	Bldg Maint Matls & Supplies	5.96	0.00	5.96	
			9747396563	Miscellaneous Equipment Parts & Supplies	23.81	0.00	23.81	
			9747429562	General Supplies	156.27	0.00	156.27	
			9747473677	Bldg Maint Matls & Supplies	94.36	0.00	94.36	
			9748224566	Bldg Maint Matls & Supplies	51.31	0.00	51.31	
			9748395655	Bldg Maint Matls & Supplies	-93.33	0.00	-93.33	
			9749524527	Miscellaneous Equipment	36.91	0.00	36.91	
			9750412265	Miscellaneous Equipment Parts & Supplies	85.45	0.00	85.45	
			9750657133	Bldg Maint Matls & Supplies	110.11	0.00	110.11	
			9750659741	Hand Tools	70.08	0.00	70.08	
			9750659758	Bldg Maint Matls & Supplies	399.32	0.00	399.32	
			9751521684	Parts, Vehicles & Motor Equip	185.01	0.00	185.01	
			9751788408	Supplies, Safety	249.39	0.00	249.39	
			9751788416	Hand Tools	115.06	0.00	115.06	
			9751891897	Miscellaneous Equipment Parts & Supplies	78.53	0.00	78.53	
			9752010208	Hand Tools	55.46	0.00	55.46	
			9754073709	Miscellaneous Equipment	70.25	0.00	70.25	
			9754200708	Bldg Maint Matls & Supplies	28.76	0.00	28.76	
100270038	6/17/15	H K AVERY CONSTRUCTION	1127	Miscellaneous Services	100.00	0.00	100.00	<b>\$6,050.00</b>
			1128	Miscellaneous Services	100.00	0.00	100.00	
			1129	Miscellaneous Services	5,200.00	0.00	5,200.00	
			1130	Miscellaneous Services	325.00	0.00	325.00	
			1131	Miscellaneous Services	325.00	0.00	325.00	
100270039	6/17/15	KIRBY CANYON RECYCLING & DISPOSAL FAC	MAY2015	Landill Fees to be Allocated	818,722.22	0.00	818,722.22	<b>\$818,722.22</b>
100270040	6/17/15	PACIFIC GAS & ELECTRIC CO	0007448852-9	Engineering Services	2,500.00	0.00	2,500.00	<b>\$2,500.00</b>
100270041	6/17/15	PACIFIC GAS & ELECTRIC CO	05225890200515	Utilities - Gas	259.32	0.00	259.32	<b>\$97,205.36</b>
			05225892760515	Utilities - Electric	3,663.19	0.00	3,663.19	

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			06075133000515	Utilities - Electric	12.23	0.00	12.23	
			12847684120515	Utilities - Electric	10.95	0.00	10.95	
			14823837850515	Utilities - Electric	56.94	0.00	56.94	
			18068041900515	Utilities - Electric	99.79	0.00	99.79	
			19867842520515	Utilities - Electric	48.64	0.00	48.64	
			22868920920515	Utilities - Electric	113.23	0.00	113.23	
			38257235830515	Utilities - Electric	10.06	0.00	10.06	
			39509111000515	Utilities - Electric	55.50	0.00	55.50	
			43142590150515	Utilities - Gas	8.39	0.00	8.39	
			43142590250515	Utilities - Gas	913.28	0.00	913.28	
			43142590300515	Utilities - Gas	28.65	0.00	28.65	
			43142597200515	Utilities - Electric	1,202.06	0.00	1,202.06	
			43142597640515	Utilities - Electric	1,769.73	0.00	1,769.73	
			48131400740515	Utilities - Electric	10.03	0.00	10.03	
			52896844240515	Utilities - Gas	226.14	0.00	226.14	
			52896847890515	Utilities - Electric	1,176.96	0.00	1,176.96	
			56892570120515	Utilities - Electric	13.40	0.00	13.40	
			56892570470515	Utilities - Electric	12.07	0.00	12.07	
			56892570610515	Utilities - Electric	14.21	0.00	14.21	
			56892570850515	Utilities - Electric	10.18	0.00	10.18	
			56892571500515	Utilities - Electric	11.20	0.00	11.20	
			56892572230515	Utilities - Electric	9.86	0.00	9.86	
			56892573210515	Utilities - Electric	12.50	0.00	12.50	
			56892573280515	Utilities - Electric	9.86	0.00	9.86	
			56892573340515	Utilities - Electric	11.73	0.00	11.73	
			56892573450515	Utilities - Electric	9.86	0.00	9.86	
			56892574540515	Utilities - Electric	12.17	0.00	12.17	
			56892574610515	Utilities - Electric	12.49	0.00	12.49	
			56892574690515	Utilities - Electric	12.24	0.00	12.24	
			56892574720515	Utilities - Electric	12.05	0.00	12.05	
			56892574930515	Utilities - Electric	11.96	0.00	11.96	

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			56892575240515	Utilities - Electric	12.10	0.00	12.10	
			56892575250515	Utilities - Electric	12.62	0.00	12.62	
			56892575560515	Utilities - Electric	12.54	0.00	12.54	
			56892575840515	Utilities - Electric	14.15	0.00	14.15	
			56892576280515	Utilities - Electric	12.26	0.00	12.26	
			56892576480515	Utilities - Electric	12.89	0.00	12.89	
			56892576590515	Utilities - Electric	9.86	0.00	9.86	
			56892576690515	Utilities - Electric	12.49	0.00	12.49	
			56892577220515	Utilities - Electric	12.11	0.00	12.11	
			56892577390515	Utilities - Electric	12.64	0.00	12.64	
			56892578180515	Utilities - Electric	10.53	0.00	10.53	
			56892578670515	Utilities - Electric	11.93	0.00	11.93	
			56892578890515	Utilities - Electric	12.00	0.00	12.00	
			56892579010515	Utilities - Electric	9.86	0.00	9.86	
			56892579640515	Utilities - Electric	12.19	0.00	12.19	
			56892579810515	Utilities - Electric	12.14	0.00	12.14	
			60225900040515	Utilities - Electric	50,039.37	0.00	50,039.37	
			60225900080515	Utilities - Electric	8,206.71	0.00	8,206.71	
			60225900140515	Utilities - Electric	38.13	0.00	38.13	
			60225900150515	Utilities - Electric	25.99	0.00	25.99	
			60225900160515	Utilities - Electric	14.09	0.00	14.09	
			60225900170515	Utilities - Electric	10.95	0.00	10.95	
			60225900220515	Utilities - Electric	806.01	0.00	806.01	
			60225900260515	Utilities - Electric	42.21	0.00	42.21	
			60225900450515	Utilities - Electric	266.25	0.00	266.25	
			60225900550515	Utilities - Electric	660.90	0.00	660.90	
			60225900760515	Utilities - Electric	1,643.46	0.00	1,643.46	
			60225901000515	Utilities - Electric	9.53	0.00	9.53	
			60225901010515	Utilities - Electric	121.18	0.00	121.18	
			60225901100515	Utilities - Gas	226.88	0.00	226.88	
			60225901310515	Utilities - Electric	13.63	0.00	13.63	

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			60225901980515	Utilities - Electric	75.48	0.00	75.48	
			60225902290515	Utilities - Electric	26.98	0.00	26.98	
			60225902530515	Utilities - Electric	1,061.98	0.00	1,061.98	
			60225902640515	Utilities - Electric	50.10	0.00	50.10	
			60225902900515	Utilities - Electric	340.92	0.00	340.92	
			60225902950515	Utilities - Electric	22.26	0.00	22.26	
			60225903550515	Utilities - Electric	383.77	0.00	383.77	
			60225904170515	Utilities - Electric	12.66	0.00	12.66	
			60225904240515	Utilities - Electric	12.11	0.00	12.11	
			60225904580515	Utilities - Electric	96.69	0.00	96.69	
			60225905100515	Utilities - Electric	4.58	0.00	4.58	
			60225905410515	Utilities - Electric	29.25	0.00	29.25	
			60225905570515	Utilities - Electric	96.38	0.00	96.38	
			60225905580515	Utilities - Electric	12.53	0.00	12.53	
			60225905590515	Utilities - Electric	12.53	0.00	12.53	
			60225905600515	Utilities - Electric	6,773.76	0.00	6,773.76	
			60225906090515	Utilities - Electric	7,350.96	0.00	7,350.96	
			60225906210515	Utilities - Electric	4.58	0.00	4.58	
			60225906510515	Utilities - Electric	1,350.12	0.00	1,350.12	
			60225906590515	Utilities - Electric	458.97	0.00	458.97	
			60225906600515	Utilities - Electric	76.08	0.00	76.08	
			60225906780515	Utilities - Electric	938.79	0.00	938.79	
			60225907690515	Utilities - Electric	203.28	0.00	203.28	
			60225907730515	Utilities - Electric	22.44	0.00	22.44	
			60225908170515	Utilities - Electric	25.96	0.00	25.96	
			60225908580515	Utilities - Electric	76.85	0.00	76.85	
			60225908610515	Utilities - Electric	32.53	0.00	32.53	
			60225908940515	Utilities - Electric	54.54	0.00	54.54	
			60225909050515	Utilities - Electric	14.01	0.00	14.01	
			60225909410515	Utilities - Electric	102.61	0.00	102.61	
			60225909720515	Utilities - Electric	11.98	0.00	11.98	

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			60225909830515	Utilities - Electric	94.35	0.00	94.35	
			81008625370515	Utilities - Electric	134.69	0.00	134.69	
			91475900450515	Utilities - Gas	53.29	0.00	53.29	
			91475903190515	Utilities - Electric	103.60	0.00	103.60	
			91475904100515	Utilities - Electric	920.89	0.00	920.89	
			91475904310515	Utilities - Electric	356.06	0.00	356.06	
			91475907050515	Utilities - Electric	211.14	0.00	211.14	
			91475907470515	Utilities - Electric	868.90	0.00	868.90	
			91475908690515	Utilities - Electric	455.02	0.00	455.02	
			91475909640515	Utilities - Electric	889.36	0.00	889.36	
			91475909790515	Utilities - Electric	1,223.91	0.00	1,223.91	
100270050	6/17/15	STATE WATER RESOURCES CONTROL BOARD	J MURPHEY GR 1	Membership Fees	55.00	0.00	55.00	<b>\$55.00</b>
100270051	6/17/15	ANIL ARORA	187314	Lib - Lost & Damaged Circulation	14.99	0.00	14.99	<b>\$14.99</b>
100270052	6/17/15	CRIS DELOS REYES	8000009198	Deposits Payable - Facility Rental	350.00	0.00	350.00	<b>\$350.00</b>
100270053	6/17/15	DOLORES RIO-TORRES	8000009200	Deposits Payable - Facility Rental	500.00	0.00	500.00	<b>\$500.00</b>
100270054	6/17/15	GTL GROUP	107693-57998	Refund Utility Account Credit	98.65	0.00	98.65	<b>\$98.65</b>
100270055	6/17/15	GURUDATTA SAVALE	8000009180	Deposits Payable - Facility Rental	334.00	0.00	334.00	<b>\$334.00</b>
100270056	6/17/15	JANANI NARAYANAN	8000009199	Deposits Payable - Facility Rental	350.00	0.00	350.00	<b>\$350.00</b>
100270057	6/17/15	KJ WOODS CONSTRUCTION INC	DEP	Deposits Payable - Miscellaneous	1,989.00	0.00	1,989.00	<b>\$3,489.00</b>
			FAIROAKSPK					
			DEP WK	Deposits Payable - Miscellaneous	1,500.00	0.00	1,500.00	
			HOURS					
100270059	6/17/15	PANKAJ & NUTAN MALHOTRA	109991-13214	Refund Utility Account Credit	529.20	0.00	529.20	<b>\$529.20</b>
100270060	6/17/15	PETER GALATIN	134287-29210	Refund Utility Account Credit	159.17	0.00	159.17	<b>\$159.17</b>
100270061	6/17/15	POORNIMA SESHADRI	133739-11264	Refund Utility Account Credit	21.83	0.00	21.83	<b>\$21.83</b>
100270062	6/17/15	REBATH BY SCHICKER	P#2015-2158	Permit - Building	172.50	0.00	172.50	<b>\$368.10</b>
			P#2015-2158	Permit - Electrical	65.20	0.00	65.20	
			P#2015-2158	Permit - Mechanical	65.20	0.00	65.20	
			P#2015-2158	Permit - Plumbing & Gas	65.20	0.00	65.20	
100270063	6/17/15	SILHOUETTE DANCE STUDIO	8000009181	Deposits Payable - Facility Rental	500.00	0.00	500.00	<b>\$500.00</b>
100270064	6/19/15	AAA SPEEDY SMOG TEST ONLY STATION	018601	Auto Maint & Repair - Labor	40.00	0.00	40.00	<b>\$80.00</b>

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			018672	Auto Maint & Repair - Labor	40.00	0.00	40.00	
100270065	6/19/15	ADESA GOLDEN GATE	930812	Vehicles & Motorized Equip	95.00	0.00	95.00	<b>\$95.00</b>
100270066	6/19/15	AMS.NET INC	142519	Communication Equipment	16,393.50	0.00	16,393.50	<b>\$16,393.50</b>
100270067	6/19/15	ADVANCED CHEMICAL TRANSPORT INC	75726	HazMat Disposal - Hazardous Waste Disposal	3,677.75	0.00	3,677.75	<b>\$3,677.75</b>
100270068	6/19/15	AIRGAS USA LLC	9039649863	General Supplies	237.29	0.00	237.29	<b>\$237.29</b>
100270069	6/19/15	ALPINE AWARDS INC	290695	Customized Products	1,127.68	0.00	1,127.68	<b>\$2,021.88</b>
			290734	Customized Products	894.20	0.00	894.20	
100270070	6/19/15	APPLEONE EMPLOYMENT SERVICES	01-3673854	Contracts/Service Agreements	3,518.64	0.00	3,518.64	<b>\$3,518.64</b>
100270071	6/19/15	AREA TRUCK DRIVING SCHOOL	7285	DED Services/Training - Training	559.50	0.00	559.50	<b>\$559.50</b>
100270072	6/19/15	AVERY ASSOC INC	1325	Professional Services	6,900.00	0.00	6,900.00	<b>\$13,800.00</b>
			1326	Professional Services	6,900.00	0.00	6,900.00	
100270073	6/19/15	B & A FRICTION MATERIALS INC	541357	Auto Maint & Repair - Labor	114.66	0.00	114.66	<b>\$875.29</b>
			541357	Auto Maint & Repair - Materials	760.63	0.00	760.63	
100270074	6/19/15	BAY AREA NEWS GROUP DIGITAL FIRST MEDIA	0005480240	Advertising Services	118.00	0.00	118.00	<b>\$118.00</b>
100270075	6/19/15	BAY PRO LANDSCAPE SERVICES INC	M3080	Services Maintain Land Improv	711.00	0.00	711.00	<b>\$711.00</b>
100270076	6/19/15	BAY-VALLEY PEST CONTROL INC	0189428	Services Maintain Land Improv	58.00	0.00	58.00	<b>\$395.00</b>
			0190620	Facilities Maint & Repair - Labor	59.00	0.00	59.00	
			0190621	Facilities Maint & Repair - Labor	59.00	0.00	59.00	
			0190622	Facilities Maint & Repair - Labor	59.00	0.00	59.00	
			0190623	Facilities Maint & Repair - Labor	59.00	0.00	59.00	
			0190624	Facilities Maint & Repair - Labor	59.00	0.00	59.00	
			0190633	Facilities Maint & Repair - Labor	42.00	0.00	42.00	
100270077	6/19/15	BERTRAND FOX & ELLIOT	23134	Legal Services	545.75	0.00	545.75	<b>\$545.75</b>
100270078	6/19/15	BIG VALLEY FORD	T6148	Vehicles & Motorized Equip	38,787.06	0.00	38,787.06	<b>\$38,787.06</b>
100270079	6/19/15	BOUND TREE MEDICAL LLC	81780467	Supplies, First Aid	1,043.96	0.00	1,043.96	<b>\$5,554.52</b>
			81803112	Miscellaneous Equipment Parts & Supplies	4,510.56	0.00	4,510.56	
100270080	6/19/15	BRODART CO	399819	General Supplies	269.27	0.00	269.27	<b>\$269.27</b>
100270081	6/19/15	BUCKLES-SMITH ELECTRIC CO	1444505-00	Electrical Parts & Supplies	44.05	0.00	44.05	<b>\$44.05</b>
100270082	6/19/15	CDM SMITH	80523981/17	Engineering Services	6,177.58	0.00	6,177.58	<b>\$6,177.58</b>
100270083	6/19/15	COIT SERVICES INC						<b>\$1,695.00</b>

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			BAY-C00100990	Professional Services	1,695.00	0.00	1,695.00	
			0					
100270084	6/19/15	CPS HR CONSULTING	INV348979	City Training Program	2,750.00	0.00	2,750.00	<b>\$2,645.00</b>
			TRRTN27431	Personnel Testing Services	-105.00	0.00	-105.00	
100270085	6/19/15	CALIFORNIA COOKING INC	7533	Equipment Rental/Lease	216.41	0.00	216.41	<b>\$216.41</b>
100270086	6/19/15	CALIFORNIA SPORTS CENTER	CSC0515	Rec Instructors/Officials	42,178.67	0.00	42,178.67	<b>\$42,178.67</b>
100270087	6/19/15	CITY OF SANTA CLARA MUNICIPAL UTILITIES	JUNE2015	Utilities - Electric	519.38	0.00	519.38	<b>\$519.38</b>
100270088	6/19/15	COLORMASTERS CUSTOM PAINTING & DECORATING	2080	Facilities Maint & Repair - Labor	420.00	0.00	420.00	<b>\$650.00</b>
			2080	Facilities Maint & Repair - Materials	230.00	0.00	230.00	
100270090	6/19/15	CUPERTINO CHAMBER OF COMMERCE	6116	Membership Fees	210.00	0.00	210.00	<b>\$210.00</b>
100270091	6/19/15	DANCE FORCE LLC	1083	Rec Instructors/Officials	3,094.20	0.00	3,094.20	<b>\$3,094.20</b>
100270092	6/19/15	DAPPER TIRE CO INC	42003969	Inventory Purchase	395.50	0.00	395.50	<b>\$395.50</b>
100270093	6/19/15	DAVIDOVITZ & BENNETT LLP	9398	Legal Services	7,060.10	0.00	7,060.10	<b>\$7,060.10</b>
100270094	6/19/15	DENNIS CAO	CMS-5-2015-4	Rec Instructors/Officials	1,000.00	0.00	1,000.00	<b>\$1,000.00</b>
100270095	6/19/15	ELIZABETH J STRAIN	ES2015JUN	Rec Instructors/Officials	968.00	0.00	968.00	<b>\$968.00</b>
100270096	6/19/15	ENNIS PAINT INC	286169	Materials - Land Improve	6,198.75	0.00	6,198.75	<b>\$6,198.75</b>
100270097	6/19/15	ENVIRONMENTAL RESOURCE ASSOC	758049	General Supplies	474.52	0.00	474.52	<b>\$474.52</b>
100270098	6/19/15	ESBRO	13539RE	Chemicals	1,283.54	0.00	1,283.54	<b>\$1,501.04</b>
			13601RE	Chemicals	217.50	0.00	217.50	
100270099	6/19/15	FERGUSON ENTERPRISES INC	1090595	Inventory Purchase	916.98	8.43	908.55	<b>\$908.55</b>
100270100	6/19/15	FISHER SCIENTIFIC CO LLC	2412274	General Supplies	738.09	0.00	738.09	<b>\$738.09</b>
100270101	6/19/15	FOSTER BROS SECURITY SYSTEMS INC	269499	Bldg Maint Matls & Supplies	14.13	0.00	14.13	<b>\$14.13</b>
100270102	6/19/15	GRM INFORMATION MANAGEMENT SERVICES	0067678	Records Related Services	1,749.96	0.00	1,749.96	<b>\$1,749.96</b>
100270103	6/19/15	GARDENLAND POWER EQUIPMENT	292062	Misc Equip Maint & Repair - Materials	39.19	0.00	39.19	<b>\$297.28</b>
			292172	Hand Tools	58.70	0.00	58.70	
			293428	Misc Equip Maint & Repair - Materials	196.77	0.00	196.77	
			293976	Misc Equip Maint & Repair - Materials	2.62	0.00	2.62	
100270104	6/19/15	GEORGE HILLS CO INC	INV1009117	Liability Claims Adjustor	5,587.30	0.00	5,587.30	<b>\$5,587.30</b>
100270105	6/19/15	HAO EXPRESSION	SRC559805	Rec Instructors/Officials	874.50	0.00	874.50	<b>\$874.50</b>
100270107	6/19/15	HUMANE SOCIETY SILICON VALLEY	76495	Contracts/Service Agreements	14,173.50	0.00	14,173.50	<b>\$40,716.60</b>



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			76499	Contracts/Service Agreements	26,543.10	0.00	26,543.10	
100270108	6/19/15	HYDROSCIENCE ENGINEERS INC	262001066	Professional Services	3,765.00	0.00	3,765.00	<b>\$3,765.00</b>
100270109	6/19/15	INDEPENDENT ELECTRIC SUPPLY INC	S102338072.001	Bldg Maint Matls & Supplies	139.93	0.00	139.93	<b>\$194.81</b>
			S102339947.001	Bldg Maint Matls & Supplies	54.88	0.00	54.88	
100270110	6/19/15	INFRASTRUCTURE ENGINEERING CORP	8299REV	Engineering Services	3,850.00	0.00	3,850.00	<b>\$3,850.00</b>
100270111	6/19/15	INSIGHT PUBLIC SECTOR INC	1100422908	Software Licensing & Support	2,805.00	0.00	2,805.00	<b>\$2,805.00</b>
100270112	6/19/15	JOANNE BOND COACHING	3186	City Training Program	2,100.00	0.00	2,100.00	<b>\$2,100.00</b>
100270113	6/19/15	KOHLWEISS AUTO PARTS INC	01OH5779	Parts, Vehicles & Motor Equip	9.61	0.00	9.61	<b>\$9.61</b>
100270114	6/19/15	LEHR AUTO ELECTRIC	01 111793	Parts, Vehicles & Motor Equip	243.06	0.00	243.06	<b>\$486.12</b>
			01 111794	Parts, Vehicles & Motor Equip	243.06	0.00	243.06	
100270115	6/19/15	LILLIAN HULL	3965984	DED Services/Training - Support Services	495.00	0.00	495.00	<b>\$495.00</b>
100270116	6/19/15	MALLORY SAFETY & SUPPLY LLC	3953556	Inventory Purchase	104.40	0.00	104.40	<b>\$104.40</b>
100270117	6/19/15	MOODYS INVESTORS SERVICE INC	C1935472-000	Financial Services	4,760.00	0.00	4,760.00	<b>\$4,760.00</b>
100270118	6/19/15	MORRISONS SCHOOL SUPPLY	36588-0	General Supplies	112.01	0.00	112.01	<b>\$112.01</b>
100270119	6/19/15	MUNICIPAL MAINTENANCE EQUIPMENT INC	0101432-IN	Parts, Vehicles & Motor Equip	43.32	0.00	43.32	<b>\$328.85</b>
			0101471-IN	Parts, Vehicles & Motor Equip	197.78	0.00	197.78	
			0101472-IN	Parts, Vehicles & Motor Equip	87.75	0.00	87.75	
100270120	6/19/15	NAPA AUTO PARTS	180359	Parts, Vehicles & Motor Equip	-10.32	0.00	-10.32	<b>\$158.32</b>
			180503	Parts, Vehicles & Motor Equip	48.70	0.00	48.70	
			181589	Parts, Vehicles & Motor Equip	136.25	0.00	136.25	
			181590	Parts, Vehicles & Motor Equip	-16.31	0.00	-16.31	
100270121	6/19/15	P&R PAPER SUPPLY CO INC	30040171-00	Inventory Purchase	70.98	0.00	70.98	<b>\$70.98</b>
100270122	6/19/15	PANKEYS RADIATOR SHOP INC	225977	Auto Maint & Repair - Labor	375.00	0.00	375.00	<b>\$375.00</b>
100270123	6/19/15	PAPE MATERIAL HANDLING INC	7452710	Parts, Vehicles & Motor Equip	10.63	0.00	10.63	<b>\$10.63</b>
100270124	6/19/15	PINE CONE LUMBER CO INC	593443	Materials - Land Improve	82.94	0.00	82.94	<b>\$224.26</b>
			593934	Materials - Land Improve	73.15	0.00	73.15	
			594122	Materials - Land Improve	68.17	0.00	68.17	
100270125	6/19/15	PINNACLE VEND SYSTEMS	1865	Equipment Rental/Lease	1,618.82	0.00	1,618.82	<b>\$1,618.82</b>
100270126	6/19/15	RANKIN STOCK HEABERLIN	32757	Legal Services	385.99	0.00	385.99	<b>\$10,147.61</b>
			32758	Legal Services	9,761.62	0.00	9,761.62	
100270127	6/19/15	ROLDAN RHOLD A VICTOR	001119	Professional Services	708.26	0.00	708.26	<b>\$708.26</b>

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100270128	6/19/15	ROSS RECREATION EQUIPMENT CO INC	97026	Materials - Land Improve	4,646.30	0.00	4,646.30	<b>\$4,646.30</b>
100270129	6/19/15	ROYAL BRASS INC	761779-001	Parts, Vehicles & Motor Equip	21.45	0.00	21.45	<b>\$62.03</b>
			763260-001	Miscellaneous Equipment Parts & Supplies	1.11	0.00	1.11	
			763531-001	Parts, Vehicles & Motor Equip	5.72	0.00	5.72	
			763532-001	Parts, Vehicles & Motor Equip	7.09	0.00	7.09	
			763565-001	Parts, Vehicles & Motor Equip	26.66	0.00	26.66	
100270130	6/19/15	S J DENHAM INC	11843	Vehicles & Motorized Equip	18,705.00	0.00	18,705.00	<b>\$18,705.00</b>
100270131	6/19/15	SAFEWAY INC	432135-061515	Food Products	5.00	0.00	5.00	<b>\$79.00</b>
			721779-061015	Special Events	20.24	0.00	20.24	
			723302-061515	Food Products	15.99	0.00	15.99	
			723302-061515	General Supplies	5.43	0.00	5.43	
			809395-061015	Food Products	16.98	0.00	16.98	
			809480-060415	Food Products	9.93	0.00	9.93	
			809480-060415	General Supplies	5.43	0.00	5.43	
100270132	6/19/15	SHIN SHIN TRAINING CENTER	W20150091	DED Services/Training - Training	4,455.00	0.00	4,455.00	<b>\$4,455.00</b>
			10F2					
100270133	6/19/15	SILICON VALLEY COMMUNITY NEWSPAPERS	0005412670	Advertising Services	399.00	0.00	399.00	<b>\$198.00</b>
			0005464619	Advertising Services	186.96	0.00	186.96	
			0005464916REV	Advertising Services	-186.96	0.00	-186.96	
			5412427-033015	Advertising Services	-600.00	0.00	-600.00	
			5412670-052915	Advertising Services	399.00	0.00	399.00	
100270134	6/19/15	SILICON VALLEY POLYTECHNIC INSTITUTE	06222015-245	DED Services/Training - Training	2,700.00	0.00	2,700.00	<b>\$5,400.00</b>
			06222015-246	DED Services/Training - Training	2,700.00	0.00	2,700.00	
100270135	6/19/15	SILICON VALLEY SECURITY & PATROL INC	2022888	Miscellaneous Services	433.84	0.00	433.84	<b>\$433.84</b>
100270136	6/19/15	STANDARD & POORS	10372503	Financial Services	2,000.00	0.00	2,000.00	<b>\$2,000.00</b>
100270137	6/19/15	STEVENS CREEK QUARRY INC	597326	Materials - Land Improve	86.22	0.00	86.22	<b>\$86.22</b>
100270138	6/19/15	SUNNYVALE WINDUSTRIAL CO INC	644807 00	General Supplies	12.19	0.00	12.19	<b>\$12.19</b>
100270139	6/19/15	SUREPATH FINANCIAL SOLUTIONS	063014-264	Professional Services	175.00	0.00	175.00	<b>\$175.00</b>
100270140	6/19/15	TARGET SPECIALTY PRODUCTS INC	PI0282155	Materials - Land Improve	352.32	0.00	352.32	<b>\$352.32</b>
100270141	6/19/15	THE BANK OF NEW YORK MELLON	252-1868990	Prepaid Goods, Services or Obligations	2,340.00	0.00	2,340.00	<b>\$2,340.00</b>
100270142	6/19/15	THE COVELLO GROUP INC	2015.003-1	Engineering Services	16,205.00	0.00	16,205.00	<b>\$16,205.00</b>

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100270143	6/19/15	THOMSON REUTERS WEST	831350296	Software Licensing & Support	1,392.06	0.00	1,392.06	<b>\$3,725.40</b>
			831457510	Books & Publications	144.65	0.00	144.65	
			831709254	Software Licensing & Support	1,392.06	0.00	1,392.06	
			831821561	Books & Publications	579.11	0.00	579.11	
			832001735	Books & Publications	217.52	0.00	217.52	
100270144	6/19/15	TURF & INDUSTRIAL EQUIPMENT CO	IV11699	Parts, Vehicles & Motor Equip	381.85	0.00	381.85	<b>\$496.80</b>
			IV11872	Parts, Vehicles & Motor Equip	114.95	0.00	114.95	
100270145	6/19/15	UNIVERSITY OF CALIFORNIA SANTA CRUZ	56233	DED Services/Training - Training	600.00	0.00	600.00	<b>\$9,900.50</b>
			56253	DED Services/Training - Training	600.00	0.00	600.00	
			56321	DED Services/Training - Training	600.00	0.00	600.00	
			56335	DED Services/Training - Training	448.50	0.00	448.50	
			56388	DED Services/Training - Training	600.00	0.00	600.00	
			56391	DED Services/Training - Training	600.00	0.00	600.00	
			56399	DED Services/Training - Training	498.00	0.00	498.00	
			56401	DED Services/Training - Training	372.00	0.00	372.00	
			56415	DED Services/Training - Training	600.00	0.00	600.00	
			56422	DED Services/Training - Training	321.00	0.00	321.00	
			56424	DED Services/Training - Training	575.50	0.00	575.50	
			56428	DED Services/Training - Training	600.00	0.00	600.00	
			56445	DED Services/Training - Training	516.00	0.00	516.00	
			56456	DED Services/Training - Training	592.00	0.00	592.00	
			56458	DED Services/Training - Training	600.00	0.00	600.00	
			56468	DED Services/Training - Training	541.00	0.00	541.00	
			56496	DED Services/Training - Training	506.00	0.00	506.00	
			56537	DED Services/Training - Training	382.50	0.00	382.50	
			56551	DED Services/Training - Training	348.00	0.00	348.00	
100270147	6/19/15	WECO INDUSTRIES LLC	0034219-IN	Miscellaneous Equipment	1,349.68	0.00	1,349.68	<b>\$1,349.68</b>
100270148	6/19/15	WILSON SPORTING GOODS CO	4518082861	Inventory Purchase	1,404.80	0.00	1,404.80	<b>\$1,404.80</b>
100270149	6/19/15	E-BUILDER INC	18561	Software Licensing & Support	1,441.44	0.00	1,441.44	<b>\$1,441.44</b>
100270150	6/19/15	GRANITEROCK CO	895490	Materials - Land Improve	7,808.60	0.00	7,808.60	<b>\$7,808.60</b>
100270151	6/19/15	PACIFIC GAS & ELECTRIC CO	11059228290515	Utilities - Electric	83.50	0.00	83.50	<b>\$21,352.33</b>

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			11059229930515	Utilities - Electric	82.85	0.00	82.85	
			32725920070515	Utilities - Electric	16.31	0.00	16.31	
			32725920350515	Utilities - Gas	7.84	0.00	7.84	
			32725920630515	Utilities - Electric	207.43	0.00	207.43	
			32725921320515	Utilities - Electric	157.89	0.00	157.89	
			32725921480515	Utilities - Electric	170.14	0.00	170.14	
			32725921490515	Utilities - Electric	11.75	0.00	11.75	
			32725921600515	Utilities - Gas	13.71	0.00	13.71	
			32725921800515	Utilities - Electric	20.06	0.00	20.06	
			32725921980515	Utilities - Electric	814.31	0.00	814.31	
			32725922050515	Utilities - Electric	31.18	0.00	31.18	
			32725922090515	Utilities - Electric	1,952.89	0.00	1,952.89	
			32725922410515	Utilities - Electric	880.40	0.00	880.40	
			32725922520515	Utilities - Electric	449.69	0.00	449.69	
			32725923330515	Utilities - Gas	21.55	0.00	21.55	
			32725923350515	Utilities - Electric	137.09	0.00	137.09	
			32725923400515	Utilities - Electric	29.44	0.00	29.44	
			32725923710515	Utilities - Electric	12.37	0.00	12.37	
			32725923770515	Utilities - Electric	160.72	0.00	160.72	
			32725924170515	Utilities - Electric	77.14	0.00	77.14	
			32725924970515	Utilities - Electric	16.46	0.00	16.46	
			32725925000515	Utilities - Electric	615.82	0.00	615.82	
			32725925230515	Utilities - Electric	171.98	0.00	171.98	
			32725925370515	Utilities - Electric	208.77	0.00	208.77	
			32725925630515	Utilities - Electric	487.57	0.00	487.57	
			32725925890515	Utilities - Electric	1,124.87	0.00	1,124.87	
			32725925920515	Utilities - Electric	462.36	0.00	462.36	
			32725926210515	Utilities - Electric	252.77	0.00	252.77	
			32725926440515	Utilities - Electric	1,052.48	0.00	1,052.48	
			32725926470515	Utilities - Electric	1,031.56	0.00	1,031.56	
			32725926950515	Utilities - Electric	32.71	0.00	32.71	

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<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			32725927040515	Utilities - Electric	12.53	0.00	12.53	
			32725927340515	Utilities - Electric	450.03	0.00	450.03	
			32725927360515	Utilities - Gas	21.62	0.00	21.62	
			32725927380515	Utilities - Electric	109.57	0.00	109.57	
			32725927400515	Utilities - Electric	128.05	0.00	128.05	
			32725927510515	Utilities - Electric	555.25	0.00	555.25	
			32725928250515	Utilities - Electric	18.81	0.00	18.81	
			32725928590515	Utilities - Electric	267.06	0.00	267.06	
			32725929220515	Utilities - Electric	519.58	0.00	519.58	
			32725929280515	Utilities - Electric	38.07	0.00	38.07	
			32725929750515	Utilities - Electric	118.10	0.00	118.10	
			35642590100515	Utilities - Electric	67.70	0.00	67.70	
			35642590150515	Utilities - Electric	54.28	0.00	54.28	
			35642590200515	Utilities - Electric	55.66	0.00	55.66	
			35642590250515	Utilities - Electric	140.03	0.00	140.03	
			35642590300515	Utilities - Electric	83.57	0.00	83.57	
			35642590350515	Utilities - Electric	73.05	0.00	73.05	
			35642590400515	Utilities - Electric	84.78	0.00	84.78	
			35642590450515	Utilities - Electric	70.82	0.00	70.82	
			35642590500515	Utilities - Electric	62.55	0.00	62.55	
			35642590650515	Utilities - Electric	65.64	0.00	65.64	
			35642590700515	Utilities - Electric	59.47	0.00	59.47	
			35642590750515	Utilities - Electric	86.30	0.00	86.30	
			35642590800515	Utilities - Electric	86.82	0.00	86.82	
			35642590850515	Utilities - Electric	53.24	0.00	53.24	
			35642590950515	Utilities - Electric	16.75	0.00	16.75	
			35642591000515	Utilities - Electric	112.47	0.00	112.47	
			35642591050515	Utilities - Electric	62.39	0.00	62.39	
			35642591100515	Utilities - Electric	63.36	0.00	63.36	
			35642591150515	Utilities - Electric	77.99	0.00	77.99	
			35642591250515	Utilities - Electric	64.11	0.00	64.11	

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			35642591300515	Utilities - Electric	45.80	0.00	45.80	
			35642591350515	Utilities - Electric	115.02	0.00	115.02	
			35642591400515	Utilities - Electric	74.21	0.00	74.21	
			35642591450515	Utilities - Electric	59.57	0.00	59.57	
			35642591500515	Utilities - Electric	47.35	0.00	47.35	
			35642591550515	Utilities - Electric	52.17	0.00	52.17	
			35642591600515	Utilities - Electric	56.89	0.00	56.89	
			35642591650515	Utilities - Electric	87.64	0.00	87.64	
			35642591700515	Utilities - Electric	77.82	0.00	77.82	
			35642591750515	Utilities - Electric	77.13	0.00	77.13	
			35642591800515	Utilities - Electric	58.20	0.00	58.20	
			35642591850515	Utilities - Electric	58.37	0.00	58.37	
			35642591900515	Utilities - Electric	54.92	0.00	54.92	
			35642591950515	Utilities - Electric	79.94	0.00	79.94	
			35642592000515	Utilities - Electric	83.86	0.00	83.86	
			35642592050515	Utilities - Electric	77.48	0.00	77.48	
			35642592100515	Utilities - Electric	75.77	0.00	75.77	
			35642592150515	Utilities - Electric	69.27	0.00	69.27	
			35642592200515	Utilities - Electric	77.65	0.00	77.65	
			35642592250515	Utilities - Electric	38.57	0.00	38.57	
			35642592300515	Utilities - Electric	59.94	0.00	59.94	
			35642592350515	Utilities - Electric	10.18	0.00	10.18	
			35642592400515	Utilities - Electric	99.01	0.00	99.01	
			35642592450515	Utilities - Electric	54.42	0.00	54.42	
			35642592500515	Utilities - Electric	53.24	0.00	53.24	
			35642592550515	Utilities - Electric	70.46	0.00	70.46	
			35642592600515	Utilities - Electric	71.49	0.00	71.49	
			35642592650515	Utilities - Electric	94.22	0.00	94.22	
			35642592700515	Utilities - Electric	70.63	0.00	70.63	
			35642592750515	Utilities - Electric	55.66	0.00	55.66	
			35642592800515	Utilities - Electric	104.55	0.00	104.55	

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			35642592850515	Utilities - Electric	63.23	0.00	63.23	
			35642592900515	Utilities - Electric	51.35	0.00	51.35	
			35642592950515	Utilities - Electric	75.43	0.00	75.43	
			35642593000515	Utilities - Electric	64.78	0.00	64.78	
			35642593050515	Utilities - Electric	84.75	0.00	84.75	
			35642593100515	Utilities - Electric	66.33	0.00	66.33	
			35642593200515	Utilities - Electric	69.08	0.00	69.08	
			35642593250515	Utilities - Electric	13.45	0.00	13.45	
			35642593300515	Utilities - Electric	78.19	0.00	78.19	
			35642593350515	Utilities - Electric	68.40	0.00	68.40	
			35642593400515	Utilities - Electric	76.31	0.00	76.31	
			35642593450515	Utilities - Electric	65.26	0.00	65.26	
			35642593500515	Utilities - Electric	76.31	0.00	76.31	
			35642593550515	Utilities - Electric	59.09	0.00	59.09	
			35642593600515	Utilities - Electric	84.06	0.00	84.06	
			35642593650515	Utilities - Electric	75.80	0.00	75.80	
			35642593700515	Utilities - Electric	75.28	0.00	75.28	
			35642593750515	Utilities - Electric	51.52	0.00	51.52	
			35642593800515	Utilities - Electric	57.38	0.00	57.38	
			35642593850515	Utilities - Electric	9.86	0.00	9.86	
			35642593900515	Utilities - Electric	50.66	0.00	50.66	
			35642593950515	Utilities - Electric	51.35	0.00	51.35	
			35642594000515	Utilities - Electric	63.40	0.00	63.40	
			35642594050515	Utilities - Electric	39.30	0.00	39.30	
			35642594100515	Utilities - Electric	40.33	0.00	40.33	
			35642594150515	Utilities - Electric	56.86	0.00	56.86	
			35642594250515	Utilities - Electric	106.88	0.00	106.88	
			35642594300515	Utilities - Electric	60.13	0.00	60.13	
			35642594350515	Utilities - Electric	62.54	0.00	62.54	
			35642594400515	Utilities - Electric	45.67	0.00	45.67	
			35642594450515	Utilities - Electric	64.09	0.00	64.09	

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			35642594500515	Utilities - Electric	41.02	0.00	41.02	
			35642594550515	Utilities - Electric	78.21	0.00	78.21	
			35642594600515	Utilities - Electric	77.17	0.00	77.17	
			35642594650515	Utilities - Electric	82.17	0.00	82.17	
			35642594700515	Utilities - Electric	79.24	0.00	79.24	
			35642594750515	Utilities - Electric	56.17	0.00	56.17	
			35642594800515	Utilities - Electric	80.27	0.00	80.27	
			35642594850515	Utilities - Electric	59.09	0.00	59.09	
			35642594900515	Utilities - Electric	63.75	0.00	63.75	
			35642594950515	Utilities - Electric	81.13	0.00	81.13	
			35642595000515	Utilities - Electric	71.15	0.00	71.15	
			35642595050515	Utilities - Electric	69.08	0.00	69.08	
			35642595100515	Utilities - Electric	66.33	0.00	66.33	
			35642595150515	Utilities - Electric	58.58	0.00	58.58	
			35642595200515	Utilities - Electric	73.22	0.00	73.22	
			35642595250515	Utilities - Electric	50.85	0.00	50.85	
			35642595300515	Utilities - Electric	55.66	0.00	55.66	
			35642595350515	Utilities - Electric	65.08	0.00	65.08	
			35642595400515	Utilities - Electric	66.11	0.00	66.11	
			35642595450515	Utilities - Electric	115.87	0.00	115.87	
			35642595500515	Utilities - Electric	45.12	0.00	45.12	
			35642595550515	Utilities - Electric	52.87	0.00	52.87	
			35642595600515	Utilities - Electric	54.41	0.00	54.41	
			35642595650515	Utilities - Electric	52.76	0.00	52.76	
			35642595700515	Utilities - Electric	63.36	0.00	63.36	
			35642595750515	Utilities - Electric	69.73	0.00	69.73	
			35642595800515	Utilities - Electric	60.78	0.00	60.78	
			35642595850515	Utilities - Electric	109.85	0.00	109.85	
			35642595900515	Utilities - Electric	59.40	0.00	59.40	
			35642595950515	Utilities - Electric	110.38	0.00	110.38	
			35642596000515	Utilities - Electric	88.36	0.00	88.36	



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			35642596050515	Utilities - Electric	71.32	0.00	71.32	
			35642596100515	Utilities - Electric	69.77	0.00	69.77	
			35642596150515	Utilities - Electric	53.24	0.00	53.24	
			35642596200515	Utilities - Electric	66.15	0.00	66.15	
			35642596250515	Utilities - Electric	50.49	0.00	50.49	
			35642596300515	Utilities - Electric	61.68	0.00	61.68	
			35642596350515	Utilities - Electric	48.60	0.00	48.60	
			35642596400515	Utilities - Electric	51.37	0.00	51.37	
			35642596450515	Utilities - Electric	96.97	0.00	96.97	
			35642596500515	Utilities - Electric	55.80	0.00	55.80	
			35642598240515	Utilities - Electric	9.86	0.00	9.86	
			74408230820515	Utilities - Electric	66.15	0.00	66.15	
100270164	6/19/15	WILDLIFE ASSOCIATES	06252015	Professional Services	495.00	0.00	495.00	<b>\$495.00</b>
100270165	6/19/15	DAVID MC NULTY	164595-54638	Refund Utility Account Credit	17.52	0.00	17.52	<b>\$17.52</b>
100270166	6/19/15	DOWNTOWN SVL MIXED USE LLC	146067-75818	Refund Utility Account Credit	16,840.00	0.00	16,840.00	<b>\$16,840.00</b>
400000493	6/18/15	UNION BANK OF CALIFORNIA		Workers' Compensation - Claims	43,967.75	0.00	43,967.75	<b>\$43,967.75</b>
950002394	6/16/15	PUBLIC EMPLOYEES RETIREMENT SYSTEM	950002394	Retirement Benefits - Deferred Comp - City Portion	1,258.43	0.00	1,258.43	<b>\$1,078,235.41</b>
			950002394	Retirement Benefits - PERS Misc - Empl Portion	-91,987.90	0.00	-91,987.90	
			950002394	Retirement Benefits - PERS Misc - Total	647,407.76	0.00	647,407.76	
			950002394	Retirement Benefits - PERS Safety - Empl Portion	-38,315.35	0.00	-38,315.35	
			950002394	Retirement Benefits - PERS Safety - Total	546,817.40	0.00	546,817.40	
			950002394	Retirement Benefits - PERS EPMC Public Safety	7,230.14	0.00	7,230.14	
			950002394	Retirement Benefits - PERS EPMC - Misc	5,824.93	0.00	5,824.93	
950100516	6/15/15	SANTA CLARA VALLEY WATER DISTRICT	T1001912	Water for Resale	564,144.35	0.00	564,144.35	<b>\$564,144.35</b>
950100517	6/16/15	SFPUC WATER DEPARTMENT	050115-060115	Water for Resale	958,772.18	0.00	958,772.18	<b>\$1,114,246.18</b>
			050115-060115	Purchased Water Related Expenses - Meter Charges	22,939.00	0.00	22,939.00	
			050115-060115	BAWSCA Surcharge	132,535.00	0.00	132,535.00	



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100270167	6/24/15	3M	UM28454	Library Periodicals/Databases	33.98	0.00	33.98	<b>\$33.98</b>
100270168	6/24/15	AAA SPEEDY SMOG TEST ONLY STATION	018667	Auto Maint & Repair - Labor	40.00	0.00	40.00	<b>\$80.00</b>
			018690	Auto Maint & Repair - Labor	40.00	0.00	40.00	
100270169	6/24/15	AT&T	06/11-07/10/15	Comm Equip Maintain & Repair - Labor 1	721.01	0.00	721.01	<b>\$721.01</b>
100270170	6/24/15	ADAMSON POLICE PRODUCTS	INV175529	Clothing, Uniforms & Access	199.50	0.00	199.50	<b>\$4,068.77</b>
			INV176241	Ammunition	189.05	0.00	189.05	
			INV176241	Clothing, Uniforms & Access	23.31	0.00	23.31	
			INV176686	Ammunition	189.05	0.00	189.05	
			INV176686	Clothing, Uniforms & Access	23.31	0.00	23.31	
			INV176801	Ammunition	3,066.45	0.00	3,066.45	
			INV176801	Clothing, Uniforms & Access	378.10	0.00	378.10	
100270171	6/24/15	ADVANTEL NETWORKS	6053772	Comm Equip Maintain & Repair - Labor 1	145.00	0.00	145.00	<b>\$145.00</b>
100270172	6/24/15	AIR COOLED ENGINES INC	76328	Parts, Vehicles & Motor Equip	247.59	0.00	247.59	<b>\$247.59</b>
100270173	6/24/15	AL CLANCY & ASSOC	05/28/15	Professional Services	405.00	0.00	405.00	<b>\$405.00</b>
100270174	6/24/15	ALAMEDA CTY INFORMATION TECHNOLOGY DEPT	112-1505061	Software As a Service	1,504.90	0.00	1,504.90	<b>\$1,504.90</b>
100270175	6/24/15	ALEXA MORRIS	SMS-5-2015-7	Rec Instructors/Officials	1,000.00	0.00	1,000.00	<b>\$1,000.00</b>
100270176	6/24/15	AMERICAN PUBLIC WORKS ASSN	8/1/15-7/31/16	Prepaid Goods, Services or Obligations	1,074.00	0.00	1,074.00	<b>\$1,074.00</b>
100270177	6/24/15	AMERICAN RED CROSS	10370917	Professional Services	81.00	0.00	81.00	<b>\$459.00</b>
			10372926	Professional Services	54.00	0.00	54.00	
			10375108	Supplies, First Aid	108.00	0.00	108.00	
			10375108	Professional Services	216.00	0.00	216.00	
100270178	6/24/15	APPLIED MICROFILM SYSTEMS INC	032811	Misc Equip Maint & Repair - Labor	230.00	0.00	230.00	<b>\$230.00</b>
100270179	6/24/15	ARNE SIGN & DECAL CO INC	14-8365	Parts, Vehicles & Motor Equip	318.09	0.00	318.09	<b>\$318.09</b>
100270180	6/24/15	ARROWHEAD MOUNTAIN SPRING WATER	15F0023956113	Food Products	16.69	0.00	16.69	<b>\$167.10</b>
			15F5715636006	General Supplies	44.01	0.00	44.01	
			15F5727863010	General Supplies	35.94	0.00	35.94	
			15F5740142004	General Supplies	47.19	0.00	47.19	
			15F5740146005	Miscellaneous Services	23.27	0.00	23.27	

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100270181	6/24/15	AUTOSCRIBE CORP	141511	Financial Services	1,250.56	0.00	1,250.56	<b>\$2,230.52</b>
			142398	Financial Services	979.96	0.00	979.96	
100270182	6/24/15	BAG BOY CO	962415	Inventory Purchase	248.00	11.50	236.50	<b>\$236.50</b>
100270183	6/24/15	BAY-VALLEY PEST CONTROL INC	0190361	Services Maintain Land Improv	58.00	0.00	58.00	<b>\$1,182.00</b>
			0190614	Facilities Maint & Repair - Labor	43.00	0.00	43.00	
			0190615	Facilities Maint & Repair - Labor	43.00	0.00	43.00	
			0190616	Facilities Maint & Repair - Labor	43.00	0.00	43.00	
			0190617	Facilities Maint & Repair - Labor	43.00	0.00	43.00	
			0190618	Facilities Maint & Repair - Labor	43.00	0.00	43.00	
			0190619	Facilities Maint & Repair - Labor	43.00	0.00	43.00	
			0190625	Facilities Maint & Repair - Labor	64.00	0.00	64.00	
			0190626	Facilities Maint & Repair - Labor	32.00	0.00	32.00	
			0190627	Facilities Maint & Repair - Labor	56.00	0.00	56.00	
			0190629	Facilities Maint & Repair - Labor	42.00	0.00	42.00	
			0190631	Facilities Maint & Repair - Labor	42.00	0.00	42.00	
			0190635	Facilities Maint & Repair - Labor	42.00	0.00	42.00	
			0190637	Facilities Maint & Repair - Labor	42.00	0.00	42.00	
			0190639	Facilities Maint & Repair - Labor	42.00	0.00	42.00	
			0190641	Facilities Maint & Repair - Labor	86.00	0.00	86.00	
			0190660	Facilities Maint & Repair - Labor	120.00	0.00	120.00	
			0190665	Facilities Maint & Repair - Labor	58.00	0.00	58.00	
			0190670	Facilities Maint & Repair - Labor	120.00	0.00	120.00	
			0190891	Facilities Maint & Repair - Labor	120.00	0.00	120.00	
100270185	6/24/15	BELKORP AG LLC	156750	Parts, Vehicles & Motor Equip	99.47	0.00	99.47	<b>\$99.47</b>
100270186	6/24/15	BERTRAND FOX & ELLIOT	23248	Legal Services	801.44	0.00	801.44	<b>\$838.44</b>
			23249	Legal Services	37.00	0.00	37.00	
100270187	6/24/15	BOETHING TREELAND FARMS INC	SI-1021815	Materials - Land Improve	2,949.79	0.00	2,949.79	<b>\$2,949.79</b>
100270188	6/24/15	BOUND TREE MEDICAL LLC	81757523	Supplies, First Aid	2,143.13	0.00	2,143.13	<b>\$3,498.98</b>
			81760402	Supplies, First Aid	233.27	0.00	233.27	
			81807291	Supplies, First Aid	704.67	0.00	704.67	
			81813181	Supplies, First Aid	340.28	0.00	340.28	

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			81818869	Supplies, First Aid	77.63	0.00	77.63	
100270189	6/24/15	BURTONS FIRE INC	S28345	Parts, Vehicles & Motor Equip	237.93	0.00	237.93	<b>\$237.93</b>
100270190	6/24/15	CALCON SYSTEMS INC	35844	Contracts/Service Agreements	2,485.23	0.00	2,485.23	<b>\$4,103.23</b>
			35849	Misc Equip Maint & Repair - Labor	1,618.00	0.00	1,618.00	
100270191	6/24/15	CALTRONICS BUSINESS SYSTEMS	1785407	Equipment Rental/Lease	10,666.82	0.00	10,666.82	<b>\$21,995.55</b>
			1790977	Misc Equip Maint & Repair - Labor	359.56	0.00	359.56	
			1794912	Equipment Rental/Lease	10,969.17	0.00	10,969.17	
100270192	6/24/15	CARBOLINE CO	21242353	Chemicals	1,783.50	0.00	1,783.50	<b>\$1,783.50</b>
100270193	6/24/15	CENTURY GRAPHICS	41898	Clothing, Uniforms & Access	69.35	0.00	69.35	<b>\$670.30</b>
			41899	Clothing, Uniforms & Access	208.05	0.00	208.05	
			41900	Clothing, Uniforms & Access	80.22	0.00	80.22	
			42027	Clothing, Uniforms & Access	312.68	0.00	312.68	
100270194	6/24/15	COAST PERSONNEL SERVICES INC	239805	Contracts/Service Agreements	943.20	0.00	943.20	<b>\$3,461.43</b>
			239806	Contracts/Service Agreements	1,148.55	0.00	1,148.55	
			239807	Contracts/Service Agreements	870.48	0.00	870.48	
			239808	Contracts/Service Agreements	499.20	0.00	499.20	
100270196	6/24/15	COLORMASTERS CUSTOM PAINTING & DECORATING	2079	Facilities Maint & Repair - Labor	600.00	0.00	600.00	<b>\$920.00</b>
			2079	Facilities Maint & Repair - Materials	320.00	0.00	320.00	
100270197	6/24/15	CONTRACTOR COMPLIANCE & MONITORING INC	5763	Consultants	750.00	0.00	750.00	<b>\$750.00</b>
100270198	6/24/15	CORIX WATER PRODUCTS (US) INC	17513012996-RE	Materials - Land Improve	491.55	0.00	491.55	<b>\$6,901.38</b>
			17513013366-RE	Construction Services	6,409.83	0.00	6,409.83	
100270199	6/24/15	CROP PRODUCTION SERVICES INC	27357465	Materials - Land Improve	228.38	0.00	228.38	<b>\$228.38</b>
100270200	6/24/15	CU SOLUTIONS INC	0317	Miscellaneous Services	800.00	0.00	800.00	<b>\$2,020.00</b>
			0318	Miscellaneous Services	170.00	0.00	170.00	
			0328	Miscellaneous Services	540.00	0.00	540.00	
			0349	Miscellaneous Services	510.00	0.00	510.00	
100270201	6/24/15	CYBERSOURCE CORP	235957649521	Software As a Service	75.00	0.00	75.00	<b>\$75.00</b>
100270202	6/24/15	DA LUBRICANT CO INC	2015-14967-00	Fuel, Oil & Lubricants	1,427.12	0.00	1,427.12	<b>\$1,427.12</b>
100270203	6/24/15	DANIELLE PROHASKA	051815PURCHASE	DED Services/Training - Books	178.30	0.00	178.30	<b>\$178.30</b>
100270204	6/24/15	DAVES MOBILE CRANE SERVICE	4083	Misc Equip Maint & Repair - Labor	390.00	0.00	390.00	<b>\$390.00</b>

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100270205	6/24/15	DEL GAVIO GROUP	7528	Professional Services	735.00	0.00	735.00	<b>\$2,707.40</b>
			7529	Professional Services	1,270.20	0.00	1,270.20	
			7530	Professional Services	702.20	0.00	702.20	
100270206	6/24/15	EDMUND LEUNG	060215PURCHA SE	DED Services/Training - Books	84.11	0.00	84.11	<b>\$84.11</b>
100270207	6/24/15	ELIZAVETA KHAZINA	ORDER30192	DED Services/Training - Support Services	125.00	0.00	125.00	<b>\$125.00</b>
100270208	6/24/15	ENERGY REDUCTION SOLUTIONS	JUNE/17/2015	Inventory Purchase	21,147.70	0.00	21,147.70	<b>\$21,147.70</b>
100270209	6/24/15	ENNIS PAINT INC	286635	Materials - Land Improve	1,957.50	0.00	1,957.50	<b>\$1,957.50</b>
100270210	6/24/15	ESBRO	14715	Chemicals	1,436.48	0.00	1,436.48	<b>\$1,436.48</b>
100270211	6/24/15	FEDERAL EXPRESS CORP	5-040-83508	Mailing & Delivery Services	6.00	0.00	6.00	<b>\$49.42</b>
			5-054-94288	Postage	14.03	0.00	14.03	
			5-055-78524	Postage	9.20	0.00	9.20	
			5-062-94288	Postage	20.19	0.00	20.19	
100270212	6/24/15	FRICKE PARKS PRESS INC	151424	Printing & Related Services	5,379.86	0.00	5,379.86	<b>\$5,379.86</b>
100270213	6/24/15	GEOSYNTEC CONSULTANTS INC	16150690	Consultants	5,381.25	0.00	5,381.25	<b>\$5,381.25</b>
100270214	6/24/15	GLOBAL ACCESS INC	13776	Software As a Service	237.44	0.00	237.44	<b>\$237.44</b>
100270215	6/24/15	GOLDFARB LIPMAN ATTORNEYS	116052	Legal Services	1,009.50	0.00	1,009.50	<b>\$1,009.50</b>
100270216	6/24/15	GRAINGER	9763358372	Clothing, Uniforms & Access	1,284.99	0.00	1,284.99	<b>\$1,284.99</b>
100270217	6/24/15	GRANITE CONSTRUCTION CO	815337	Materials - Land Improve	2,637.72	0.00	2,637.72	<b>\$8,784.83</b>
			815563	Materials - Land Improve	1,844.51	0.00	1,844.51	
			818389	Materials - Land Improve	490.25	0.00	490.25	
			818764	Materials - Land Improve	471.21	0.00	471.21	
			819365	Materials - Land Improve	2,712.34	0.00	2,712.34	
			820530	Materials - Land Improve	628.80	0.00	628.80	
100270218	6/24/15	GRANITEROCK CO	894916	Materials - Land Improve	104.64	0.00	104.64	<b>\$24,259.29</b>
			896243	Materials - Land Improve	19,256.45	0.00	19,256.45	
			898292	Materials - Land Improve	4,898.20	0.00	4,898.20	
100270219	6/24/15	GRAYBAR ELECTRIC CO INC	978906631	Comm Equip Maintain & Repair - Materials 2	337.42	0.00	337.42	<b>\$722.92</b>
			978956168	Comm Equip Maintain & Repair - Materials 2	197.73	0.00	197.73	
			979180670	Occupational Health and Safety Services	187.77	0.00	187.77	

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100270220	6/24/15	HAINES & CO INC	1396979	Software As a Service	1,955.00	0.00	1,955.00	<b>\$1,955.00</b>
100270221	6/24/15	HARVEY M ROSE ASSOC LLC	1515501-02	Miscellaneous Services	4,476.00	0.00	4,476.00	<b>\$4,476.00</b>
100270222	6/24/15	HORIZON DISTRIBUTORS INC	1Y176823	Materials - Land Improve	12.05	0.00	12.05	<b>\$12.05</b>
100270223	6/24/15	HYBRID COMMERCIAL PRINTING INC	25305	Printing & Related Services	135.94	0.00	135.94	<b>\$135.94</b>
100270224	6/24/15	INDEPENDENT ELECTRIC SUPPLY INC	S102349691.001	Bldg Maint Matls & Supplies	291.18	0.00	291.18	<b>\$291.18</b>
100270225	6/24/15	INFORMATION SERVICES DEPT	ISD-36857	Software As a Service	1,698.40	0.00	1,698.40	<b>\$1,698.40</b>
100270226	6/24/15	INFOSEND INC	92556	Mailing & Delivery Services	956.21	0.00	956.21	<b>\$7,964.58</b>
			92557	Postage	2,132.35	0.00	2,132.35	
			92978	Mailing & Delivery Services	930.60	0.00	930.60	
			92979	Postage	2,219.30	0.00	2,219.30	
			93297	Financial Services	1,726.12	0.00	1,726.12	
100270227	6/24/15	INSERV CO INC	53574	Facilities Maint & Repair - Labor	1,436.59	0.00	1,436.59	<b>\$1,436.59</b>
100270228	6/24/15	INTERNATIONAL PAPER CO	P0090508-01	Recycling Services	219.86	0.00	219.86	<b>\$219.86</b>
100270229	6/24/15	JOANNA GISTAND	CMS-5-2015-3	Rec Instructors/Officials	1,000.00	0.00	1,000.00	<b>\$1,000.00</b>
100270230	6/24/15	JOHN DEERE LANDSCAPES INC	71333205	Materials - Land Improve	292.54	0.00	292.54	<b>\$1,347.70</b>
			71367306	Materials - Land Improve	140.94	0.00	140.94	
			71721617	Materials - Land Improve	-292.54	0.00	-292.54	
			72093261	Materials - Land Improve	-140.94	0.00	-140.94	
			72093289	Materials - Land Improve	140.94	0.00	140.94	
			72260424	Inventory Purchase	1,206.76	0.00	1,206.76	
100270231	6/24/15	JOHNSON ROBERTS & ASSOC INC	125637	Investigation Expense	26.00	0.00	26.00	<b>\$26.00</b>
100270232	6/24/15	JONATHAN KRALL	AUTH#064412	DED Services/Training - Support Services	86.50	0.00	86.50	<b>\$86.50</b>
100270233	6/24/15	JUMBO SHRIMP VOLLEYBALL LLC	TV2015JUN	Rec Instructors/Officials	2,469.60	0.00	2,469.60	<b>\$2,469.60</b>
100270234	6/24/15	KELLY MOORE PAINT CO INC	1106-502606	Bldg Maint Matls & Supplies	54.67	0.00	54.67	<b>\$514.14</b>
			1106-502606	Equipment Rental/Lease	459.47	0.00	459.47	
100270235	6/24/15	KING CRANE SERVICE	83725	Misc Equip Maint & Repair - Labor	1,481.00	0.00	1,481.00	<b>\$1,481.00</b>
100270236	6/24/15	KOHLWEISS AUTO PARTS INC	01OH8993	Inventory Purchase	139.31	2.79	136.52	<b>\$136.52</b>
100270237	6/24/15	L N CURTIS & SONS INC	1353456-01	Inventory Purchase	390.20	0.00	390.20	<b>\$1,142.50</b>
			1356764-00	General Supplies	512.38	0.00	512.38	
			1359642-00	Inventory Purchase	239.92	0.00	239.92	
100270238	6/24/15	LC ACTION POLICE SUPPLY	332111	General Supplies	54.85	0.00	54.85	<b>\$126.39</b>

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			332359	General Supplies	71.54	0.00	71.54	
100270239	6/24/15	LANGUAGE LINE SERVICES	3587744	Miscellaneous Services	653.43	0.00	653.43	<b>\$1,318.86</b>
			3606756	Miscellaneous Services	665.43	0.00	665.43	
100270240	6/24/15	LAW ENFORCEMENT PSYCHOLOGICAL SERV INC	1506898	Investigation Expense	2,625.00	0.00	2,625.00	<b>\$2,625.00</b>
100270241	6/24/15	LAWSON PRODUCTS INC	9303329640	Miscellaneous Equipment Parts & Supplies	672.76	0.00	672.76	<b>\$672.76</b>
100270242	6/24/15	LESLIES POOL SUPPLIES INC	175-279753	Chemicals	26.01	0.00	26.01	<b>\$26.01</b>
100270243	6/24/15	LINDSAY BALFOUR	1	General Supplies	1,000.00	0.00	1,000.00	<b>\$1,000.00</b>
100270244	6/24/15	MARY OSBORNE	052215-061215	DED Services/Training - Support Services	735.00	0.00	735.00	<b>\$735.00</b>
100270245	6/24/15	MCMASTER CARR SUPPLY CO	28947245	Miscellaneous Equipment Parts & Supplies	193.12	0.00	193.12	<b>\$1,030.32</b>
			32046271	Miscellaneous Equipment Parts & Supplies	125.37	0.00	125.37	
			32046272	Miscellaneous Equipment Parts & Supplies	57.89	0.00	57.89	
			32492250	Miscellaneous Equipment Parts & Supplies	359.11	0.00	359.11	
			32570866	Miscellaneous Equipment Parts & Supplies	294.83	0.00	294.83	
100270246	6/24/15	MIDWEST TAPE	92923709	Library Acquis, Audio/Visual	215.26	0.00	215.26	<b>\$557.98</b>
			92925427	Library Acquis, Audio/Visual	103.53	0.00	103.53	
			92941714	Library Acquis, Audio/Visual	239.19	0.00	239.19	
100270247	6/24/15	MOORE IACOFANO GOLTSMAN INC	0040823	Professional Services	10,434.73	0.00	10,434.73	<b>\$10,434.73</b>
100270248	6/24/15	MOUNTAIN VIEW GARDEN CENTER	77837	Materials - Land Improve	228.21	0.00	228.21	<b>\$228.21</b>
100270249	6/24/15	MUNICIPAL MAINTENANCE EQUIPMENT INC	0101509-IN	Parts, Vehicles & Motor Equip	94.51	0.00	94.51	<b>\$94.51</b>
100270250	6/24/15	NIKE USA INC	972660886	Inventory Purchase	118.24	0.00	118.24	<b>\$118.24</b>
100270251	6/24/15	PACIFIC JANITORIAL SUPPLY CO	30030688	Inventory Purchase	230.72	0.00	230.72	<b>\$230.72</b>
100270252	6/24/15	PAN ASIAN PUBLICATIONS INC	U-14447	Library Acquisitions, Books	526.07	0.00	526.07	<b>\$1,999.45</b>
			U-14448	Library Acquisitions, Books	382.42	0.00	382.42	
			U-14453	Library Acquisitions, Books	416.07	0.00	416.07	
			U-14460	Library Acquisitions, Books	674.89	0.00	674.89	
100270253	6/24/15	PEARSON BUICK GMC	258233	Parts, Vehicles & Motor Equip	44.76	0.00	44.76	<b>\$44.76</b>
100270254	6/24/15	PENINSULA BATTERY INC	112339	Inventory Purchase	220.81	0.00	220.81	<b>\$220.81</b>
100270255	6/24/15	PETERSON POWER SYSTEMS INC	PC240028029	Miscellaneous Equipment Parts & Supplies	1,334.92	0.00	1,334.92	<b>\$6,005.73</b>
			PR240004400	Miscellaneous Equipment Parts & Supplies	-1,334.92	0.00	-1,334.92	
			SW240123582	Misc Equip Maint & Repair - Labor	3,420.00	0.00	3,420.00	



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			SW240123582	Misc Equip Maint & Repair - Materials	2,585.73	0.00	2,585.73	
100270256	6/24/15	POLLARDWATER.COM	0016706	Hand Tools	400.61	0.00	400.61	<b>\$400.61</b>
100270257	6/24/15	R E P NUT N BOLT GUY	26652	Inventory Purchase	70.73	0.00	70.73	<b>\$70.73</b>
100270258	6/24/15	RANDALL J BLACK	440-15	Misc Equip Maint & Repair - Materials	350.00	0.00	350.00	<b>\$350.00</b>
100270259	6/24/15	RAYVERN LIGHTING SUPPLY CO INC	33738-0	Inventory Purchase	63.94	0.00	63.94	<b>\$453.27</b>
			33739-0	Inventory Purchase	389.33	0.00	389.33	
100270260	6/24/15	ROYAL BRASS INC	764205-001	Miscellaneous Equipment Parts & Supplies	89.07	0.00	89.07	<b>\$257.17</b>
			764257-001	Miscellaneous Equipment Parts & Supplies	25.35	0.00	25.35	
			764257Q-001	Miscellaneous Equipment Parts & Supplies	0.00	0.00	0.00	
			764298-001	Miscellaneous Equipment Parts & Supplies	142.75	0.00	142.75	
100270261	6/24/15	S & L FENCE CO	03663	Facilities Maint & Repair - Labor	8,967.18	0.00	8,967.18	<b>\$8,967.18</b>
100270262	6/24/15	SC FUELS	0330769-IN	Inventory Purchase	290.68	0.00	290.68	<b>\$290.68</b>
100270263	6/24/15	SC FUELS	2775221	Inventory Purchase	21,832.51	0.00	21,832.51	<b>\$21,832.51</b>
100270264	6/24/15	SCS FIELD SERVICES INC	0256061	Services Maintain Land Improv	666.13	0.00	666.13	<b>\$666.13</b>
100270265	6/24/15	SAFEWAY INC	432304-061515	General Supplies	79.88	0.00	79.88	<b>\$133.60</b>
			433707-061715	Food Products	10.29	0.00	10.29	
			803922-061715	General Supplies	33.46	0.00	33.46	
			804376-061815	Food Products	9.97	0.00	9.97	
100270266	6/24/15	SANDERSON SAFETY SUPPLY CO	8085120-01	Inventory Purchase	193.95	1.78	192.17	<b>\$384.34</b>
			8085120-02	Inventory Purchase	129.30	1.19	128.11	
			8085120-03	Inventory Purchase	64.65	0.59	64.06	
100270267	6/24/15	SANTA CLARA VALLEY HEALTH & HOSPITAL SYS	H5460219801	Medical Services	1,718.00	0.00	1,718.00	<b>\$1,718.00</b>
100270268	6/24/15	SECURITY CONTRACTOR SERVICES INC	0224844-IN	Services Maintain Land Improv	646.25	0.00	646.25	<b>\$646.25</b>
100270269	6/24/15	SHAPE PRODUCTS	182572	Chemicals	191.45	0.00	191.45	<b>\$191.45</b>
100270270	6/24/15	SHRED-IT USA LLC	9406155887	General Supplies	45.00	0.00	45.00	<b>\$45.00</b>
100270271	6/24/15	SPORTS TURF MANAGEMENT	67329	Professional Services	400.00	0.00	400.00	<b>\$400.00</b>
100270272	6/24/15	STEVEN C DOLEZAL PHD	MAY2015	Professional Services	900.00	0.00	900.00	<b>\$900.00</b>
100270273	6/24/15	STOP PROCESSING CENTER	15684	Financial Services	34.84	0.00	34.84	<b>\$34.84</b>
100270274	6/24/15	STUDIO EM GRAPHIC DESIGN	15725	Graphics Services	1,305.00	0.00	1,305.00	<b>\$1,440.94</b>
			15726	Graphics Services	135.94	0.00	135.94	

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100270275	6/24/15	SUMMIT UNIFORMS					<b>Payment Total</b>
			22386	Clothing, Uniforms & Access	504.60	0.00	504.60
			22400	Clothing, Uniforms & Access	27.19	0.00	27.19
			22601	Clothing, Uniforms & Access	26.10	0.00	26.10
			22614	Clothing, Uniforms & Access	215.33	0.00	215.33
			22639	Clothing, Uniforms & Access	327.34	0.00	327.34
			22640	Clothing, Uniforms & Access	230.55	0.00	230.55
			22641	Clothing, Uniforms & Access	134.85	0.00	134.85
			22685	Clothing, Uniforms & Access	435.00	0.00	435.00
			22735	Clothing, Uniforms & Access	215.33	0.00	215.33
			22736	Clothing, Uniforms & Access	639.45	0.00	639.45
			22737	Clothing, Uniforms & Access	100.05	0.00	100.05
			22738	Clothing, Uniforms & Access	100.05	0.00	100.05
			22739	Clothing, Uniforms & Access	200.10	0.00	200.10
			22740	Clothing, Uniforms & Access	200.10	0.00	200.10
			22741	Clothing, Uniforms & Access	639.45	0.00	639.45
			22742	Clothing, Uniforms & Access	216.41	0.00	216.41
			22743	Clothing, Uniforms & Access	116.36	0.00	116.36
			22745	Clothing, Uniforms & Access	80.48	0.00	80.48
			22746	Clothing, Uniforms & Access	293.63	0.00	293.63
			22747	Clothing, Uniforms & Access	415.43	0.00	415.43
			22748	Clothing, Uniforms & Access	125.06	0.00	125.06
			22749	Clothing, Uniforms & Access	126.15	0.00	126.15
			22750	Clothing, Uniforms & Access	126.15	0.00	126.15
			22751	Clothing, Uniforms & Access	126.15	0.00	126.15
			22752	Clothing, Uniforms & Access	126.15	0.00	126.15
			22753	Clothing, Uniforms & Access	126.15	0.00	126.15
			22754	Clothing, Uniforms & Access	126.15	0.00	126.15
			22756	Clothing, Uniforms & Access	126.15	0.00	126.15
			22757	Clothing, Uniforms & Access	126.15	0.00	126.15
			22759	Clothing, Uniforms & Access	126.15	0.00	126.15
			22760	Clothing, Uniforms & Access	126.15	0.00	126.15

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			22763	Clothing, Uniforms & Access	126.15	0.00	126.15	
			22764	Clothing, Uniforms & Access	126.15	0.00	126.15	
			22765	Clothing, Uniforms & Access	126.15	0.00	126.15	
			22766	Clothing, Uniforms & Access	126.15	0.00	126.15	
			22783	Clothing, Uniforms & Access	215.33	0.00	215.33	
100270278	6/24/15	SUNNYVALE BUILDING MAINTENANCE	98073	Professional Services	7,421.00	0.00	7,421.00	<b>\$26,371.52</b>
			98074	Professional Services	18,950.52	0.00	18,950.52	
100270279	6/24/15	SUNNYVALE FORD	444321	Parts, Vehicles & Motor Equip	5.22	0.00	5.22	<b>\$83.29</b>
			444401	Parts, Vehicles & Motor Equip	78.07	0.00	78.07	
100270280	6/24/15	SUNNYVALE WINDUSTRIAL CO INC	644271 01	Miscellaneous Equipment Parts & Supplies	424.33	0.00	424.33	<b>\$647.88</b>
			644690 00	Construction Services	223.55	0.00	223.55	
100270281	6/24/15	SUPERIOR PRESS	3121441	Printing & Related Services	66.48	0.00	66.48	<b>\$187.62</b>
			3124145	Printing & Related Services	121.14	0.00	121.14	
100270282	6/24/15	SUPPLYWORKS	1652902-00	Inventory Purchase	218.58	0.00	218.58	<b>\$312.02</b>
			1653804-00	Inventory Purchase	93.44	0.00	93.44	
100270283	6/24/15	TJKM	0044286	Consultants	2,640.00	0.00	2,640.00	<b>\$2,640.00</b>
100270284	6/24/15	TARGET SPECIALTY PRODUCTS INC	PI0284248	Materials - Land Improve	652.41	0.00	652.41	<b>\$652.41</b>
100270285	6/24/15	TELSTAR INSTRUMENTS INC	81983	Miscellaneous Equipment Parts & Supplies	2,644.26	0.00	2,644.26	<b>\$2,644.26</b>
100270286	6/24/15	TRUGREEN LANDCARE	7950590	Services Maintain Land Improv	225.00	0.00	225.00	<b>\$450.00</b>
			7951714	Services Maintain Land Improv	225.00	0.00	225.00	
100270287	6/24/15	US BANK	3988007	Financial Services	2,860.00	0.00	2,860.00	<b>\$2,860.00</b>
100270288	6/24/15	US HEALTHWORKS MEDICAL GROUP PC	2707385-CA	Pre-Employment Testing	1,328.00	0.00	1,328.00	<b>\$1,598.00</b>
			2711035-CA	Pre-Employment Testing	135.00	0.00	135.00	
			2714087-CA	Pre-Employment Testing	135.00	0.00	135.00	
100270289	6/24/15	UNITED SITE SERVICES INC	114-2989593	Equipment Rental/Lease	231.79	0.00	231.79	<b>\$231.79</b>
100270290	6/24/15	UNIVERSITY OF CALIFORNIA SANTA CRUZ	56438	DED Services/Training - Training	1,036.50	0.00	1,036.50	<b>\$1,036.50</b>
100270291	6/24/15	VWR INTERNATIONAL LLC	8041543543	General Supplies	237.18	0.00	237.18	<b>\$588.12</b>
			8041547409	General Supplies	65.58	0.00	65.58	
			8041573028	General Supplies	285.36	0.00	285.36	
100270292	6/24/15	VALBRIDGE PROPERTY ADVISORS	13987	Professional Services	7,500.00	0.00	7,500.00	<b>\$7,500.00</b>

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100270293	6/24/15	VERIZON WIRELESS	9745946467	Utilities - Mobile Phones - City Mobile Phones	3,336.99	0.00	3,336.99	<b>\$3,336.99</b>
100270295	6/24/15	W-TRANS	16558	Engineering Services	3,561.27	0.00	3,561.27	<b>\$3,561.27</b>
100270296	6/24/15	WHCI PLUMBING SUPPLY	S2026177.001	Bldg Maint Matls & Supplies	376.26	0.00	376.26	<b>\$376.26</b>
100270297	6/24/15	WALKER PROCESS EQUIPMENT	INV010887	Facilities Equipment	56,731.99	0.00	56,731.99	<b>\$49,228.23</b>
			RTN0625	Miscellaneous Equipment Parts & Supplies	-7,503.76	0.00	-7,503.76	
100270298	6/24/15	WATER WORKS ENGINEERS LLC	4730	Engineering Services	7,032.50	0.00	7,032.50	<b>\$7,032.50</b>
100270299	6/24/15	WAUKESHA PEARCE INDUSTRIES	30106516	Misc Equip Maint & Repair - Labor	1,000.00	0.00	1,000.00	<b>\$1,358.74</b>
			30106516	Misc Equip Maint & Repair - Materials	358.74	0.00	358.74	
100270300	6/24/15	WELLS FARGO FINANCIAL LEASING	5002229777	Equipment Rental/Lease	171.71	0.00	171.71	<b>\$171.71</b>
100270301	6/24/15	WITMER TYSON IMPORTS INC	T10932	Canine Program Expenditures	9,243.75	0.00	9,243.75	<b>\$9,809.00</b>
			T10973	Canine Program Expenditures	565.25	0.00	565.25	
100270302	6/24/15	XUEMEI XIE	002017641589	DED Services/Training - Support Services	90.00	0.00	90.00	<b>\$90.00</b>
100270303	6/24/15	WAITER.COM INC	F0616423025	Food Products	87.27	0.00	87.27	<b>\$172.26</b>
			F0618425955	Food Products	84.99	0.00	84.99	
100270304	6/24/15	DONNA FRANKEL	JUNE/26/2015	Excursions	1,650.00	0.00	1,650.00	<b>\$1,650.00</b>
100270305	6/24/15	HAPPY BIRDS	070215	Prepaid Goods, Services or Obligations	550.00	0.00	550.00	<b>\$550.00</b>
100270306	6/24/15	OFFICEMAX CONTRACT INC	17997406022015	Supplies, Office 1	15.61	0.00	15.61	<b>\$10,030.79</b>
			22712106112015	Supplies, Office 1	114.16	0.00	114.16	
			23525206042015	Supplies, Office 1	95.38	0.00	95.38	
			36729006122015	Supplies, Office 1	192.39	0.00	192.39	
			40229706052015	Supplies, Office 1	29.37	0.00	29.37	
			65856406012015	Supplies, Office 1	46.77	0.00	46.77	
			66510806012015	Supplies, Office 1	275.65	0.00	275.65	
			66724306012015	Supplies, Office 1	25.10	0.00	25.10	
			66731506012015	Supplies, Office 1	29.37	0.00	29.37	
			67690606022015	Supplies, Office 1	767.14	0.00	767.14	
			67700706022015	Supplies, Office 1	108.56	0.00	108.56	
			67829306042015	Supplies, Office 1	0.01	0.00	0.01	
			68004706022015	Supplies, Office 1	90.58	0.00	90.58	
			68098106022015	Supplies, Office 1	147.09	0.00	147.09	

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			68513106022015	Supplies, Office 1	139.94	0.00	139.94	
			68531606022015	Supplies, Office 1	8.52	0.00	8.52	
			69344306032015	Supplies, Office 1	398.25	0.00	398.25	
			69348106032015	Inventory Purchase	3,739.26	0.00	3,739.26	
			69673706032015	Supplies, Office 1	62.20	0.00	62.20	
			69779806032015	Supplies, Office 1	76.06	0.00	76.06	
			69922406032015	Supplies, Office 1	70.03	0.00	70.03	
			69967306032015	Supplies, Office 1	7.51	0.00	7.51	
			70054606032015	Supplies, Office 1	50.08	0.00	50.08	
			70834206042015	Supplies, Office 1	87.40	0.00	87.40	
			70837106042015	Supplies, Office 1	22.22	0.00	22.22	
			71123206042015	Supplies, Office 1	36.77	0.00	36.77	
			71557906042015	Supplies, Office 1	23.53	0.00	23.53	
			71669006042015	Supplies, Office 1	35.47	0.00	35.47	
			71690206042015	Supplies, Office 1	522.91	0.00	522.91	
			71704506042015	Supplies, Office 1	3.61	0.00	3.61	
			71723406042015	Supplies, Office 1	140.14	0.00	140.14	
			71742506042015	Supplies, Office 1	19.25	0.00	19.25	
			71838106042015	Supplies, Office 1	65.46	0.00	65.46	
			71839906042015	Supplies, Office 1	30.95	0.00	30.95	
			71840506042015	Supplies, Office 1	248.69	0.00	248.69	
			71900806052015	Supplies, Office 1	23.97	0.00	23.97	
			72263906052015	Supplies, Office 1	13.39	0.00	13.39	
			72659206052015	Supplies, Office 1	3.95	0.00	3.95	
			72695306052015	Supplies, Office 1	37.29	0.00	37.29	
			73342206052015	Supplies, Office 1	63.60	0.00	63.60	
			73355806052015	Supplies, Office 1	16.88	0.00	16.88	
			73598706082015	Supplies, Office 1	338.11	0.00	338.11	
			73767606082015	Supplies, Office 1	26.59	0.00	26.59	
			74660506082015	Supplies, Office 1	205.01	0.00	205.01	
			74778006092015	Supplies, Office 1	57.88	0.00	57.88	

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			75526206092015	Supplies, Office 1	30.19	0.00	30.19	
			75539606092015	Supplies, Office 1	24.52	0.00	24.52	
			75900306092015	Supplies, Office 1	37.28	0.00	37.28	
			76179006092015	Supplies, Office 1	180.11	0.00	180.11	
			77715506102015	Supplies, Office 1	194.51	0.00	194.51	
			77723506102015	Supplies, Office 1	64.90	0.00	64.90	
			78216806112015	Supplies, Office 1	308.36	0.00	308.36	
			78409306112015	Supplies, Office 1	57.05	0.00	57.05	
			78787006112015	Supplies, Office 1	324.90	0.00	324.90	
			79564106112015	Supplies, Office 1	140.90	0.00	140.90	
			80239706122015	Supplies, Office 1	28.76	0.00	28.76	
			80992006122015	Supplies, Office 1	35.84	0.00	35.84	
			80992306122015	Supplies, Office 1	72.12	0.00	72.12	
			81590906122015	Supplies, Office 1	19.25	0.00	19.25	
100270312	6/24/15	PETER APEL	JULY/09/2015	Prepaid Goods, Services or Obligations	300.00	0.00	300.00	<b>\$300.00</b>
100270313	6/24/15	SANTA CLARA COUNTY CLERK-RECORDER	DUANE PAVEMT	Permit Fees	50.00	0.00	50.00	<b>\$50.00</b>
100270314	6/24/15	SANTA CLARA COUNTY CLERK-RECORDER	E DUANE SIGNAL	Permit Fees	50.00	0.00	50.00	<b>\$50.00</b>
100270315	6/24/15	CAHILL CONTRACTORS INC	M#313132	Deposits Payable - Hydrant Meter	2,262.00	0.00	2,262.00	<b>\$2,165.78</b>
			M#313132	Water Sales - Metered	-96.22	0.00	-96.22	
100270316	6/24/15	ED AND DAWN LEONE	124425-12788	Refund Utility Account Credit	52.72	0.00	52.72	<b>\$52.72</b>
100270317	6/24/15	GHILOTTI CONSTRUCTION	M#11508621	Deposits Payable - Hydrant Meter	2,262.00	0.00	2,262.00	<b>\$2,262.00</b>
100270318	6/24/15	GREGORY LIGGETT	15-4106	Vehicle Release Fee	240.00	0.00	240.00	<b>\$240.00</b>
100270319	6/24/15	PAUL KIM	163723-12836	Refund Utility Account Credit	111.94	0.00	111.94	<b>\$111.94</b>
100270320	6/24/15	SONIA GUPTA	277296	Refund Recreation Fees	25.00	0.00	25.00	<b>\$25.00</b>
100270321	6/24/15	YE HE	139409-74468	Refund Utility Account Credit	21.32	0.00	21.32	<b>\$21.32</b>
100270322	6/26/15	AAA SPEEDY SMOG TEST ONLY STATION	018755	Auto Maint & Repair - Labor	40.00	0.00	40.00	<b>\$40.00</b>
100270323	6/26/15	AT&T	06/17-07/16/15	Utilities - Mobile Phones - City Mobile Phones	240.27	0.00	240.27	<b>\$240.27</b>
100270324	6/26/15	ACE FIRE EQUIPMENT & SERVICE CO INC	2916	Facilities Maint & Repair - Labor	1,200.59	0.00	1,200.59	<b>\$1,200.59</b>
100270325	6/26/15	ACME SCALE CO	0084868-IN	Misc Equip Maint & Repair - Labor	586.00	0.00	586.00	<b>\$595.80</b>

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			0084868-IN	Misc Equip Maint & Repair - Materials	9.80	0.00	9.80	
100270326	6/26/15	ANDREAJERIS.COM LLC	R-1273	Graphics Services	800.00	0.00	800.00	<b>\$800.00</b>
100270327	6/26/15	APPLEONE EMPLOYMENT SERVICES	01-3681124	Contracts/Service Agreements	4,270.25	0.00	4,270.25	<b>\$4,270.25</b>
100270328	6/26/15	ARROWHEAD MOUNTAIN SPRING WATER	15E5727863002	Miscellaneous Services	29.01	0.00	29.01	<b>\$60.70</b>
			15F0024199309	Miscellaneous Services	31.69	0.00	31.69	
100270329	6/26/15	BADGER METER INC	1046814	Water Meters	4,944.96	0.00	4,944.96	<b>\$4,944.96</b>
100270330	6/26/15	BAKER & TAYLOR	4011263804	Library Acquisitions, Books	88.45	0.00	88.45	<b>\$91.60</b>
			4011263804	Library Materials Preprocessing	3.15	0.00	3.15	
100270331	6/26/15	BERLITZ LANGUAGE CENTER	0016331500049	Bilingual Testing Fees	75.00	0.00	75.00	<b>\$75.00</b>
100270332	6/26/15	BIBLIOTHECA ITG LLC	SI0009045-US	Miscellaneous Equipment	304,500.00	0.00	304,500.00	<b>\$304,500.00</b>
100270333	6/26/15	BIGGS CARDOSA ASSOC INC	67341	Consultants	32,606.02	0.00	32,606.02	<b>\$97,949.24</b>
			67348	Consultants	65,343.22	0.00	65,343.22	
100270334	6/26/15	BOUND TREE MEDICAL LLC	81795416	Inventory Purchase	1,990.14	0.00	1,990.14	<b>\$2,765.76</b>
			81821632	Inventory Purchase	775.62	0.00	775.62	
100270335	6/26/15	BURTONS FIRE INC	S28258	Parts, Vehicles & Motor Equip	344.88	0.00	344.88	<b>\$344.88</b>
100270336	6/26/15	CAROLLO ENGINEERS	0141241	Professional Services	460,437.15	0.00	460,437.15	<b>\$460,437.15</b>
100270337	6/26/15	CENTURY GRAPHICS	41981	Clothing, Uniforms & Access	98.40	0.00	98.40	<b>\$98.40</b>
100270338	6/26/15	COAST PERSONNEL SERVICES INC	239862	Contracts/Service Agreements	896.04	0.00	896.04	<b>\$3,662.44</b>
			239863	Contracts/Service Agreements	870.48	0.00	870.48	
			239864	Contracts/Service Agreements	1,063.92	0.00	1,063.92	
			239865	Contracts/Service Agreements	832.00	0.00	832.00	
100270341	6/26/15	CORIX WATER PRODUCTS (US) INC	17513014141	Construction Services	892.17	0.00	892.17	<b>\$7,215.23</b>
			17513014474	Materials - Land Improve	489.24	0.00	489.24	
			17513014953	Materials - Land Improve	365.27	0.00	365.27	
			17513014996	Hand Tools	402.52	0.00	402.52	
			17513015246	Materials - Land Improve	246.75	0.00	246.75	
			17513015247	Construction Services	474.10	0.00	474.10	
			17513015308	Construction Services	324.97	0.00	324.97	
			17513015663	Inventory Purchase	186.23	1.71	184.52	
			17513016103	Inventory Purchase	3,748.40	34.47	3,713.93	
			17513016104	Inventory Purchase	122.89	1.13	121.76	

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100270343	6/26/15	COUNTY LEGAL & NOTARY SERVICE	7035334	Contracts/Service Agreements	45.00	0.00	45.00	<b>\$425.00</b>
			7035335	Contracts/Service Agreements	45.00	0.00	45.00	
			7035336	Contracts/Service Agreements	45.00	0.00	45.00	
			7035337	Contracts/Service Agreements	45.00	0.00	45.00	
			7035338	Contracts/Service Agreements	45.00	0.00	45.00	
			7035762	Contracts/Service Agreements	45.00	0.00	45.00	
			7036074	Contracts/Service Agreements	55.00	0.00	55.00	
			7036075	Contracts/Service Agreements	55.00	0.00	55.00	
			7036357	Contracts/Service Agreements	45.00	0.00	45.00	
100270344	6/26/15	CROSSWALK COMMUNITY CHURCH	APRIL/24/2015	Community Services Grant - Community Event Grants	500.00	0.00	500.00	<b>\$500.00</b>
100270345	6/26/15	CUNNINGHAM ELECTRIC INC	8239	Facilities Maint & Repair - Labor	250.00	0.00	250.00	<b>\$865.00</b>
			8239	Facilities Maint & Repair - Materials	615.00	0.00	615.00	
100270346	6/26/15	D & M TRAFFIC SERVICES INC	43418	Inventory Purchase	610.09	0.00	610.09	<b>\$610.09</b>
100270347	6/26/15	DIVERSIFIED PROJECT SERVICES INTL INC	75829	Misc Equip Maint & Repair - Labor	18,566.00	0.00	18,566.00	<b>\$18,566.00</b>
100270348	6/26/15	DU-ALL SAFETY	16980	Occupational Health and Safety Services	2,500.00	0.00	2,500.00	<b>\$3,750.00</b>
			16981	Occupational Health and Safety Services	1,250.00	0.00	1,250.00	
100270350	6/26/15	EQUIFAX INFORMATION SERVICES LLC	9167494	Investigation Expense	81.16	0.00	81.16	<b>\$81.16</b>
100270351	6/26/15	FAR WESTERN GRAPHICS INC	83155	Printing & Related Services	3,094.83	0.00	3,094.83	<b>\$3,094.83</b>
100270352	6/26/15	FEDERAL EXPRESS CORP	5-054-64527	Mailing & Delivery Services	5.63	0.00	5.63	<b>\$5.63</b>
100270353	6/26/15	FITGUARD INC	0000100902	Misc Equip Maint & Repair - Labor	339.00	0.00	339.00	<b>\$541.28</b>
			0000100902	Misc Equip Maint & Repair - Materials	202.28	0.00	202.28	
100270354	6/26/15	FOSTER BROS SECURITY SYSTEMS INC	269857	Parts, Vehicles & Motor Equip	125.06	0.00	125.06	<b>\$125.06</b>
100270355	6/26/15	FREMONT UNION HIGH SCHOOL DISTRICT	15-568	Professional Services	1,901.48	0.00	1,901.48	<b>\$1,901.48</b>
100270356	6/26/15	GOLDFARB LIPMAN ATTORNEYS	116187	Legal Services	742.50	0.00	742.50	<b>\$7,439.08</b>
			116188	Legal Services	192.50	0.00	192.50	
			116189	Legal Services	5,968.83	0.00	5,968.83	
			116190	Legal Services	535.25	0.00	535.25	
100270357	6/26/15	GOODYEAR COMMERCIAL TIRE & SERVICE CTR	189-1087457	Parts, Vehicles & Motor Equip	-260.00	0.00	-260.00	<b>\$438.37</b>
			189-1087595	Parts, Vehicles & Motor Equip	140.00	0.00	140.00	
			189-1087723	Parts, Vehicles & Motor Equip	558.37	0.00	558.37	



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100270358	6/26/15	GORILLA METALS	179865	Miscellaneous Equipment Parts & Supplies	48.32	0.00	48.32	<b>\$48.32</b>
100270359	6/26/15	GRANITEROCK CO	894840	Materials - Land Improve	1,464.92	0.00	1,464.92	<b>\$26,517.16</b>
			897570	Materials - Land Improve	1,803.98	0.00	1,803.98	
			897670	Materials - Land Improve	23,248.26	0.00	23,248.26	
100270360	6/26/15	HEXAGON TRANSPORTATION CONSULTANTS INC	9013	Consultants	9,847.50	0.00	9,847.50	<b>\$9,847.50</b>
100270361	6/26/15	HUGHES ASSOC INC	INV-1533401	Miscellaneous Services	12,356.87	0.00	12,356.87	<b>\$12,356.87</b>
100270362	6/26/15	IBI GROUP	315001070	Engineering Services	4,872.50	0.00	4,872.50	<b>\$4,872.50</b>
100270363	6/26/15	JULES DIM	312221-0863404	DED Services/Training - Books	81.97	0.00	81.97	<b>\$81.97</b>
100270364	6/26/15	KELLY MOORE PAINT CO INC	820-262712	Bldg Maint Matls & Supplies	41.54	0.00	41.54	<b>\$41.54</b>
100270365	6/26/15	KENNEDY JENKS CONSULTANTS	92682	Engineering Services	8,702.50	0.00	8,702.50	<b>\$8,702.50</b>
100270366	6/26/15	KOHLWEISS AUTO PARTS INC	01OH8062	Parts, Vehicles & Motor Equip	12.75	0.00	12.75	<b>\$50.25</b>
			01OH8424	Parts, Vehicles & Motor Equip	12.02	0.00	12.02	
			01OH8464	Parts, Vehicles & Motor Equip	25.48	0.00	25.48	
100270367	6/26/15	L N CURTIS & SONS INC	1360345-00	Inventory Purchase	321.69	0.00	321.69	<b>\$321.69</b>
100270368	6/26/15	LC ACTION POLICE SUPPLY	330793	Clothing, Uniforms & Access	207.13	0.00	207.13	<b>\$1,802.31</b>
			330793CM	Clothing, Uniforms & Access	-44.53	0.00	-44.53	
			330794	Clothing, Uniforms & Access	143.63	0.00	143.63	
			330795	Clothing, Uniforms & Access	130.23	0.00	130.23	
			330796	Clothing, Uniforms & Access	226.43	0.00	226.43	
			330798	Clothing, Uniforms & Access	194.03	0.00	194.03	
			331079	Clothing, Uniforms & Access	52.31	0.00	52.31	
			331092	Clothing, Uniforms & Access	83.73	0.00	83.73	
			331108	Clothing, Uniforms & Access	505.90	0.00	505.90	
			331112	Clothing, Uniforms & Access	33.28	0.00	33.28	
			331186	Clothing, Uniforms & Access	-83.73	0.00	-83.73	
			331568	Clothing, Uniforms & Access	161.98	0.00	161.98	
			331569	Clothing, Uniforms & Access	175.17	0.00	175.17	
			331570	Clothing, Uniforms & Access	16.75	0.00	16.75	
100270370	6/26/15	LAW FOUNDATION OF SILICON VALLEY	3	Contracts/Service Agreements	6,798.68	0.00	6,798.68	<b>\$6,798.68</b>
100270371	6/26/15	LEXISNEXIS RISK DATA MANAGEMENT INC	1409790-150531	Financial Services	130.00	0.00	130.00	<b>\$130.00</b>

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100270372	6/26/15	MSI FUEL MANAGEMENT INC	3732	Parts, Vehicles & Motor Equip	305.43	0.00	305.43	<b>\$305.43</b>
100270373	6/26/15	MEYERS NAVE	2015040707	Legal Services	275.00	0.00	275.00	<b>\$275.00</b>
100270374	6/26/15	MIDWEST TAPE	92949024	Library Acquis, Audio/Visual	18.75	0.00	18.75	<b>\$773.58</b>
			92956394	Library Technology Services	754.83	0.00	754.83	
100270375	6/26/15	MISSION ACADEMY OF MUSIC LLC	SV61815	Rec Instructors/Officials	1,296.00	0.00	1,296.00	<b>\$1,296.00</b>
100270376	6/26/15	MUNICIPAL MAINTENANCE EQUIPMENT INC	0101501-IN	Parts, Vehicles & Motor Equip	413.34	0.00	413.34	<b>\$413.34</b>
100270377	6/26/15	MUSSON THEATRICAL INC	00395790	Miscellaneous Equipment	3,188.50	0.00	3,188.50	<b>\$3,188.50</b>
100270378	6/26/15	NAPA AUTO PARTS	180288	Parts, Vehicles & Motor Equip	13.85	0.00	13.85	<b>\$293.01</b>
			181594	Parts, Vehicles & Motor Equip	15.85	0.00	15.85	
			181669	Parts, Vehicles & Motor Equip	71.87	0.00	71.87	
			181688	Parts, Vehicles & Motor Equip	42.16	0.00	42.16	
			181754	Parts, Vehicles & Motor Equip	8.96	0.00	8.96	
			181829	Parts, Vehicles & Motor Equip	2.42	0.00	2.42	
			181956	Parts, Vehicles & Motor Equip	25.67	0.00	25.67	
			182193	Parts, Vehicles & Motor Equip	112.23	0.00	112.23	
100270379	6/26/15	OUTFIT YOUR LOGO	153709	Advertising Services	692.67	0.00	692.67	<b>\$692.67</b>
100270380	6/26/15	P&R PAPER SUPPLY CO INC	30039806-00	Inventory Purchase	-209.71	0.00	-209.71	<b>\$603.99</b>
			30040646-00	Inventory Purchase	113.50	0.00	113.50	
			30040750-00	Inventory Purchase	700.20	0.00	700.20	
100270382	6/26/15	PMC	43316	Professional Services	2,334.77	0.00	2,334.77	<b>\$2,334.77</b>
100270383	6/26/15	PACIFIC STATES ENVIRONMENTAL CONTRACTORS	MRSEAVESOIL# 03	Construction Services	2,158.40	0.00	2,158.40	<b>\$2,158.40</b>
100270384	6/26/15	PAKISTAN AMERICAN CULTURAL CENTER	KITE FSTVL0515	Community Services Grant - Community Event Grants	1,000.00	0.00	1,000.00	<b>\$1,000.00</b>
100270385	6/26/15	PINE CONE LUMBER CO INC	593603	General Supplies	331.99	0.00	331.99	<b>\$404.37</b>
			595049	Bldg Maint Matls & Supplies	57.35	0.00	57.35	
			595424	Services Maintain Land Improv	15.03	0.00	15.03	
100270386	6/26/15	POLYDYNE INC	972941	Chemicals	47,763.60	0.00	47,763.60	<b>\$47,763.60</b>
100270387	6/26/15	R E P NUT N BOLT GUY	26662	Inventory Purchase	53.92	0.00	53.92	<b>\$53.92</b>
100270388	6/26/15	REDUS SVTC LLC	ENV COST JUN15	Construction Services	65,381.93	0.00	65,381.93	<b>\$65,381.93</b>

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100270389	6/26/15	REFRIGERATION SUPPLIES DISTRIBUTOR	38300931-00	Bldg Maint Matls & Supplies	1,353.99	0.00	1,353.99	<b>\$1,353.99</b>
100270390	6/26/15	ROYAL BRASS INC	763940-001	Parts, Vehicles & Motor Equip	208.67	0.00	208.67	<b>\$281.06</b>
			764352-001	Parts, Vehicles & Motor Equip	57.17	0.00	57.17	
			764354-001	Parts, Vehicles & Motor Equip	15.22	0.00	15.22	
100270391	6/26/15	SC FUELS	2792710	Inventory Purchase	20,335.81	0.00	20,335.81	<b>\$39,210.93</b>
			2792711	Inventory Purchase	18,875.12	0.00	18,875.12	
100270392	6/26/15	SAFEWAY INC	723675-061615	Food Products	11.94	0.00	11.94	<b>\$274.28</b>
			803245-061815	Food Products	79.77	0.00	79.77	
			805008-061915	Food Products	182.57	0.00	182.57	
100270393	6/26/15	SAN FRANCISCO BAY BIRD OBSERVATORY	827	Water Lab Services	1,569.00	0.00	1,569.00	<b>\$1,569.00</b>
100270394	6/26/15	SENIOR ADULTS LEGAL ASSISTANCE	2014-15-01	Outside Group Funding	5,063.11	0.00	5,063.11	<b>\$5,063.11</b>
100270395	6/26/15	SHRED-IT USA LLC	8120184821	Records Related Services	280.00	0.00	280.00	<b>\$280.00</b>
100270396	6/26/15	SMART & FINAL INC	104806-061115	Food Products	81.00	0.00	81.00	<b>\$557.07</b>
			104806-061115	General Supplies	56.52	0.00	56.52	
			104810-061115	Food Products	156.95	0.00	156.95	
			104851-061115	Food Products	83.61	0.00	83.61	
			104851-061115	General Supplies	121.20	0.00	121.20	
			109935-061815	Food Products	57.79	0.00	57.79	
100270397	6/26/15	SUNNYARTS NEIGHBORHOOD ASSN	14-15COMMBL DG	Community Services Grant - Neighborhood Grants	500.00	0.00	500.00	<b>\$500.00</b>
100270398	6/26/15	SUNNYVALE FORD	444955	Parts, Vehicles & Motor Equip	33.52	0.00	33.52	<b>\$33.52</b>
100270400	6/26/15	SUNNYVALE SCHOOL DISTRICT	2015-02	Professional Services	5,539.32	0.00	5,539.32	<b>\$5,539.32</b>
100270401	6/26/15	SUNNYVALE WINDUSTRIAL CO INC	643866 01	Miscellaneous Equipment Parts & Supplies	859.34	0.00	859.34	<b>\$1,062.72</b>
			644733 01	Miscellaneous Equipment Parts & Supplies	134.68	0.00	134.68	
			644861 00	Miscellaneous Equipment Parts & Supplies	50.17	0.00	50.17	
			645054 00	Materials - Land Improve	18.53	0.00	18.53	
100270402	6/26/15	SUPPLYWORKS	1652902-01	Inventory Purchase	339.30	0.00	339.30	<b>\$339.30</b>
100270403	6/26/15	TJKM	0044352	Consultants	700.00	0.00	700.00	<b>\$700.00</b>
100270404	6/26/15	TWIN OAKS RANCH MFG & SUPPLY	60815	Canine Program Expenditures	1,236.38	0.00	1,236.38	<b>\$1,236.38</b>
100270405	6/26/15	US HEALTHWORKS MEDICAL GROUP PC	2720415-CA	Pre-Employment Testing	45.00	0.00	45.00	<b>\$45.00</b>
100270407	6/26/15	UNIVAR USA INC	SJ389724	Chemicals	-239.44	0.00	-239.44	<b>\$3,748.96</b>

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			SJ688744	Chemicals	3,988.40	0.00	3,988.40	
100270408	6/26/15	VWR INTERNATIONAL LLC	8041589149	General Supplies	2,638.81	0.00	2,638.81	<b>\$2,638.81</b>
100270409	6/26/15	W A KRAUSS & CO INC	201506	Facilities Maint & Repair - Labor	223.00	0.00	223.00	<b>\$467.90</b>
			201506	Professional Services	244.90	0.00	244.90	
100270410	6/26/15	W G FRITZ CONSTRUCTION INC	3476	Facilities Maint & Repair - Labor	1,285.00	0.00	1,285.00	<b>\$10,096.43</b>
			3476	Facilities Maint & Repair - Materials	434.18	0.00	434.18	
			3477	Facilities Maint & Repair - Labor	840.00	0.00	840.00	
			3477	Facilities Maint & Repair - Materials	7,537.25	0.00	7,537.25	
100270411	6/26/15	WHCI PLUMBING SUPPLY	S2022767.001	Bldg Maint Matls & Supplies	240.14	0.00	240.14	<b>\$475.31</b>
			S2025908.001	Bldg Maint Matls & Supplies	235.17	0.00	235.17	
100270412	6/26/15	WESTERN SYSTEMS	0000027638	General Supplies	8,990.35	0.00	8,990.35	<b>\$8,990.35</b>
100270413	6/26/15	YORK RISK SERVICES GROUP INC	500012719	Workers' Compensation - Administration	21,739.25	0.00	21,739.25	<b>\$21,739.25</b>
100270414	6/26/15	WAITER.COM INC	F0623425007	Food Products	147.00	0.00	147.00	<b>\$220.58</b>
			F0623436017	Food Products	73.58	0.00	73.58	
100270415	6/26/15	ACCLAMATION INSURANCE MANAGEMENT	2015-06	Refund Deposit	150,000.00	0.00	150,000.00	<b>\$150,000.00</b>
100270416	6/26/15	ALBERT J SCOTT	JULY2015	Insurances	80.12	0.00	80.12	<b>\$80.12</b>
100270417	6/26/15	ANN DURKES	JULY2015	Insurances	0.86	0.00	0.86	<b>\$0.86</b>
100270418	6/26/15	BUCKLES-SMITH ELECTRIC CO	1443624-00	Electrical Parts & Supplies	685.79	0.00	685.79	<b>\$685.79</b>
100270419	6/26/15	CHARLES S EANEFF JR	JULY2015	Insurances	828.28	0.00	828.28	<b>\$828.28</b>
100270420	6/26/15	DEAN CHU	JULY2015	Insurances	850.09	0.00	850.09	<b>\$850.09</b>
100270421	6/26/15	DEAN S RUSSELL	JULY2015	Insurances	1,382.09	0.00	1,382.09	<b>\$1,382.09</b>
100270422	6/26/15	GABRIEL A SILVA	JULY2015	Insurances	31.28	0.00	31.28	<b>\$31.28</b>
100270423	6/26/15	GAIL SWEGLES	JULY2015	Insurances	138.38	0.00	138.38	<b>\$138.38</b>
100270424	6/26/15	GOLDFARB LIPMAN ATTORNEYS	116071	Legal Services	1,375.00	13.75	1,361.25	<b>\$6,109.78</b>
			116073	Legal Services	4,213.50	42.14	4,171.36	
			116186	Legal Services	583.00	5.83	577.17	
100270425	6/26/15	MARK G PETERSEN	JULY2015	Insurances	1,293.33	0.00	1,293.33	<b>\$1,293.33</b>
100270426	6/26/15	MARK ROGGE	JULY2015	Insurances	206.99	0.00	206.99	<b>\$206.99</b>
100270427	6/26/15	MARSHA POLLAK	JULY2015	Insurances	15.64	0.00	15.64	<b>\$15.64</b>
100270428	6/26/15	AMERICAN CANCER SOCIETY	8000009212	Deposits Payable - Facility Rental	900.00	0.00	900.00	<b>\$900.00</b>

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100270429	6/26/15	BAY AREA DRAMA COMPANY	8000009213	Deposits Payable - Facility Rental	500.00	0.00	500.00	<b>\$500.00</b>
100270430	6/26/15	PATRICIA RIVAS	8000009211	Deposits Payable - Facility Rental	350.00	0.00	350.00	<b>\$350.00</b>
950002395	6/26/15	INTERNAL REVENUE SERVICE	950002395	Employer Taxes - FICA - Total	177.41	0.00	177.41	<b>\$51,831.62</b>
			950002395	Employer Taxes - Medicare - Total	51,654.21	0.00	51,654.21	
950002396	6/25/15	ICMA RETIREMENT CORP	950002396	Retirement Benefits - Deferred Comp - City Portion	10,346.68	0.00	10,346.68	<b>\$11,900.58</b>
			950002396	Retirement Benefits - PARS	1,553.90	0.00	1,553.90	
950100518	6/23/15	STATE BOARD OF EQUAL DIRECT DEPOSIT	20750435056	Use Tax Payable	0.00	0.00	0.00	<b>\$5,556.42</b>
			20923641056	Use Tax Payable	5,556.42	0.00	5,556.42	
950100519	6/22/15	WELLS FARGO BANK	06222015	Purchasing Card Statement	127,948.83	0.00	127,948.83	<b>\$127,948.83</b>
950100520	6/25/15	SPECIALTY SOLID WASTE & RECYCLING INC	MAY2015	Franchise - Specialty Garbage	-150,996.16	0.00	-150,996.16	<b>\$1,350,309.32</b>
			MAY2015	Refuse Serv Fees - Specialty	-124,937.53	0.00	-124,937.53	
			MAY2015	Pymt to Franch Garb Collector	1,626,243.01	0.00	1,626,243.01	
950100521	6/26/15	BAY COUNTIES WASTE SERVICES	APRIL2015	Curbside Revenues - Sunnyvale Portion	-126,170.96	0.00	-126,170.96	<b>\$694,423.17</b>
			APRIL2015	Host Fees - SMaRT Station - Public Haul Fees	-6,508.79	0.00	-6,508.79	
			APRIL2015	MRF Revenues - SMaRT	-93,606.06	0.00	-93,606.06	
			APRIL2015	Kirby Canyon SMaRT Operator	-69,203.25	0.00	-69,203.25	
			APRIL2015	Yardwaste - Mountain View	16,940.89	0.00	16,940.89	
			APRIL2015	Yardwaste - Palo Alto	27,470.65	0.00	27,470.65	
			APRIL2015	Yardwaste - Sunnyvale	35,762.39	0.00	35,762.39	
			APRIL2015	Facilities Equipment	32,115.21	0.00	32,115.21	
			APRIL2015	General Supplies	3,476.90	0.00	3,476.90	
			APRIL2015	HazMat Disposal - Hazardous Waste Disposal	8,838.14	0.00	8,838.14	
			APRIL2015	SMaRT Contractor Payment	865,308.05	0.00	865,308.05	
950900920	6/22/15	PUBLIC EMPLOYEES RETIREMENT SYSTEM	13916673	Retirement Benefits - PERS - Replacement Benefit Fund	10,764.80	0.00	10,764.80	<b>\$10,764.80</b>

**Grand Total Payment Amount****\$4,030,595.59**

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2106297	6/29/15	AIMEE FOSBENNER	JULY2015	Insurances	206.99	0.00	206.99	<b>\$206.99</b>
2106298	6/29/15	ALEX MICHAELIS	JULY2015	Insurances	15.64	0.00	15.64	<b>\$15.64</b>
2106299	6/29/15	ANNABEL YURUTUCU	JULY2015	Insurances	421.96	0.00	421.96	<b>\$421.96</b>
2106300	6/29/15	BYRON K PIPKIN	JULY2015	Insurances	920.12	0.00	920.12	<b>\$920.12</b>
2106301	6/29/15	CATHY E MERRILL	JULY2015	Insurances	206.99	0.00	206.99	<b>\$206.99</b>
2106302	6/29/15	CATHY HAYNES	JULY2015	Insurances	1,100.30	0.00	1,100.30	<b>\$1,100.30</b>
2106303	6/29/15	CHARLES J SCHWABE	JULY2015	Insurances	15.64	0.00	15.64	<b>\$15.64</b>
2106304	6/29/15	CHERYL BUNNELL	JULY2015	Insurances	707.02	0.00	707.02	<b>\$707.02</b>
2106305	6/29/15	CHRIS CARRION	JULY2015	Insurances	707.02	0.00	707.02	<b>\$707.02</b>
2106306	6/29/15	CORYN CAMPBELL	JULY2015	Insurances	369.62	0.00	369.62	<b>\$369.62</b>
2106307	6/29/15	DAN HAMMONS	JULY2015	Insurances	1,135.86	0.00	1,135.86	<b>\$1,135.86</b>
2106308	6/29/15	DAVID A LEWIS	JULY2015	Insurances	828.28	0.00	828.28	<b>\$828.28</b>
2106309	6/29/15	DAVID KAHN	JULY2015	Insurances	977.43	0.00	977.43	<b>\$977.43</b>
2106310	6/29/15	DAVID L NIETO	JULY2015	Insurances	421.96	0.00	421.96	<b>\$421.96</b>
2106311	6/29/15	DAVID L VERBRUGGE	JULY2015	Insurances	1,693.18	0.00	1,693.18	<b>\$1,693.18</b>
2106312	6/29/15	DAVID LEWIS	JULY2015	Insurances	585.28	0.00	585.28	<b>\$585.28</b>
2106313	6/29/15	DAVID M GOTT	JULY2015	Insurances	369.62	0.00	369.62	<b>\$369.62</b>
2106314	6/29/15	DEE SCHABOT	JULY2015	Insurances	1,135.86	0.00	1,135.86	<b>\$1,135.86</b>
2106315	6/29/15	DON JOHNSON	JULY2015	Insurances	585.28	0.00	585.28	<b>\$585.28</b>
2106316	6/29/15	DONALD R OLSEN	JULY2015	Insurances	15.64	0.00	15.64	<b>\$15.64</b>
2106317	6/29/15	DONNA A SCOTT	JULY2015	Insurances	15.64	0.00	15.64	<b>\$15.64</b>
2106318	6/29/15	DOUGLAS MELLO	JULY2015	Insurances	559.62	0.00	559.62	<b>\$559.62</b>
2106319	6/29/15	ENCARNACION HERNANDEZ	JULY2015	Insurances	271.17	0.00	271.17	<b>\$271.17</b>
2106320	6/29/15	ERWIN YOUNG	JULY2015	Insurances	1,293.33	0.00	1,293.33	<b>\$1,293.33</b>
2106321	6/29/15	ESTRELLA AGRAVIADOR KAWCZYNSKI	JULY2015	Insurances	592.45	0.00	592.45	<b>\$592.45</b>
2106322	6/29/15	EUGENE J WADDELL	JULY2015	Insurances	559.62	0.00	559.62	<b>\$559.62</b>
2106323	6/29/15	FRANK CURTIS BLACK	JULY2015	Insurances	475.44	0.00	475.44	<b>\$475.44</b>
2106324	6/29/15	FRANK P BELLUCCI	JULY2015	Insurances	15.64	0.00	15.64	<b>\$15.64</b>
2106325	6/29/15	GARY K CARLS	JULY2015	Insurances	318.43	0.00	318.43	<b>\$318.43</b>

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2106326	6/29/15	GARY LUEBBERS	JULY2015	Insurances	369.62	0.00	369.62	<b>\$369.62</b>
2106327	6/29/15	GLENN FORTIN	JULY2015	Insurances	570.12	0.00	570.12	<b>\$570.12</b>
2106328	6/29/15	GREGORY E KEVIN	JULY2015	Insurances	570.12	0.00	570.12	<b>\$570.12</b>
2106329	6/29/15	HIRA L RAINA	JULY2015	Insurances	318.43	0.00	318.43	<b>\$318.43</b>
2106330	6/29/15	IRWIN I BAKIN	JULY2015	Insurances	15.64	0.00	15.64	<b>\$15.64</b>
2106331	6/29/15	JAMES A BRICE	JULY2015	Insurances	15.64	0.00	15.64	<b>\$15.64</b>
2106332	6/29/15	JAMES BOUZIANE	JULY2015	Insurances	723.60	0.00	723.60	<b>\$723.60</b>
2106333	6/29/15	JAMES R RAND	JULY2015	Insurances	15.64	0.00	15.64	<b>\$15.64</b>
2106334	6/29/15	JAMES WEBB JR	JULY2015	Insurances	716.75	0.00	716.75	<b>\$716.75</b>
2106335	6/29/15	JEROME P AMMERMAN	JULY2015	Insurances	707.02	0.00	707.02	<b>\$707.02</b>
2106336	6/29/15	JERRY D BAKER	JULY2015	Insurances	15.64	0.00	15.64	<b>\$15.64</b>
2106337	6/29/15	JERRY RONDEAU	JULY2015	Insurances	15.64	0.00	15.64	<b>\$15.64</b>
2106338	6/29/15	JOHN ADDEO	JULY2015	Insurances	15.64	0.00	15.64	<b>\$15.64</b>
2106339	6/29/15	JOHN DEBATTISTA	JULY2015	Insurances	707.02	0.00	707.02	<b>\$707.02</b>
2106340	6/29/15	JOHN HOWE	JULY2015	Insurances	421.96	0.00	421.96	<b>\$421.96</b>
2106341	6/29/15	JOHN S WITTHAUS	JULY2015	Insurances	1,693.18	0.00	1,693.18	<b>\$1,693.18</b>
2106342	6/29/15	KAREN D WILLES	JULY2015	Insurances	398.09	0.00	398.09	<b>\$398.09</b>
2106343	6/29/15	KAREN L DAVIS	JULY2015	Insurances	53.20	0.00	53.20	<b>\$53.20</b>
2106344	6/29/15	KAREN WOBLESKY	JULY2015	Insurances	828.28	0.00	828.28	<b>\$828.28</b>
2106345	6/29/15	KATHERINE B CHAPPELEAR	JULY2015	Insurances	15.64	0.00	15.64	<b>\$15.64</b>
2106346	6/29/15	KATHRYN BERRY	JULY2015	Insurances	1,135.86	0.00	1,135.86	<b>\$1,135.86</b>
2106347	6/29/15	KELLY FITZGERALD	JULY2015	Insurances	570.12	0.00	570.12	<b>\$570.12</b>
2106348	6/29/15	KELLY MENEHAN	JULY2015	Insurances	53.20	0.00	53.20	<b>\$53.20</b>
2106349	6/29/15	KENNETH C HOWELL	JULY2015	Insurances	15.64	0.00	15.64	<b>\$15.64</b>
2106350	6/29/15	LELAND W VANDIVER	JULY2015	Insurances	15.64	0.00	15.64	<b>\$15.64</b>
2106351	6/29/15	MARIO R NAPPI	JULY2015	Insurances	15.64	0.00	15.64	<b>\$15.64</b>
2106352	6/29/15	MARK STIVERS	JULY2015	Insurances	920.12	0.00	920.12	<b>\$920.12</b>
2106353	6/29/15	MARVIN A ROSE	JULY2015	Insurances	1,693.18	0.00	1,693.18	<b>\$1,693.18</b>
2106354	6/29/15	MICHAEL A CHAN	JULY2015	Insurances	1,693.18	0.00	1,693.18	<b>\$1,693.18</b>
2106355	6/29/15	MICHAEL CURRAN	JULY2015	Insurances	559.62	0.00	559.62	<b>\$559.62</b>
2106356	6/29/15	MICHAEL N JONES	JULY2015	Insurances	15.64	0.00	15.64	<b>\$15.64</b>

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2106357	6/29/15	MYRIAM CASTANEDA	JULY2015	Insurances	887.01	0.00	887.01	<b>\$887.01</b>
2106358	6/29/15	NANCY BOLGARD STEWARD	JULY2015	Insurances	828.28	0.00	828.28	<b>\$828.28</b>
2106359	6/29/15	NANCY F JACKSON	JULY2015	Insurances	15.64	0.00	15.64	<b>\$15.64</b>
2106360	6/29/15	OSCAR J BARBA	JULY2015	Insurances	15.64	0.00	15.64	<b>\$15.64</b>
2106361	6/29/15	PATRICIA E CASTILLO	JULY2015	Insurances	15.64	0.00	15.64	<b>\$15.64</b>
2106362	6/29/15	RAE BARBARA WALDMAN	JULY2015	Insurances	15.64	0.00	15.64	<b>\$15.64</b>
2106363	6/29/15	RAYMOND C WILLIAMSON	JULY2015	Insurances	369.62	0.00	369.62	<b>\$369.62</b>
2106364	6/29/15	RICHARD C GURNEY	JULY2015	Insurances	828.28	0.00	828.28	<b>\$828.28</b>
2106365	6/29/15	ROBERT PATERNOSTER	JULY2015	Insurances	293.99	0.00	293.99	<b>\$293.99</b>
2106366	6/29/15	ROMOLA GEORGIA	JULY2015	Insurances	15.64	0.00	15.64	<b>\$15.64</b>
2106367	6/29/15	RONALD DALBA	JULY2015	Insurances	570.12	0.00	570.12	<b>\$570.12</b>
2106368	6/29/15	SIMON C LEMUS	JULY2015	Insurances	1,293.33	0.00	1,293.33	<b>\$1,293.33</b>
2106369	6/29/15	SONJA GUPTE	JULY2015	Insurances	15.64	0.00	15.64	<b>\$15.64</b>
2106370	6/29/15	STEVEN D PIGOTT	JULY2015	Insurances	15.64	0.00	15.64	<b>\$15.64</b>
2106371	6/29/15	TAMMY PARKHURST	JULY2015	Insurances	723.60	0.00	723.60	<b>\$723.60</b>
2106372	6/29/15	THEODORE R BRESLER	JULY2015	Insurances	15.64	0.00	15.64	<b>\$15.64</b>
2106373	6/29/15	THERESE BALBO	JULY2015	Insurances	834.64	0.00	834.64	<b>\$834.64</b>
2106374	6/29/15	THOMAS A BAISLEY	JULY2015	Insurances	15.64	0.00	15.64	<b>\$15.64</b>
2106375	6/29/15	TIM CARLYLE	JULY2015	Insurances	570.12	0.00	570.12	<b>\$570.12</b>
2106376	6/29/15	TIM JOHNSON	JULY2015	Insurances	570.12	0.00	570.12	<b>\$570.12</b>
2106377	6/29/15	TONY J PEREZ	JULY2015	Insurances	559.62	0.00	559.62	<b>\$559.62</b>
2106378	6/29/15	WILLIAM BIELINSKI	JULY2015	Insurances	585.28	0.00	585.28	<b>\$585.28</b>
2106379	6/29/15	WILLIAM F POWERS	JULY2015	Insurances	15.64	0.00	15.64	<b>\$15.64</b>
2106380	6/29/15	WILLIAM L DISQUE	JULY2015	Insurances	372.42	0.00	372.42	<b>\$372.42</b>
100270431	7/1/15	A1 SEPTIC TANK SERVICE INC	13529	Services Maintain Land Improv	800.00	0.00	800.00	<b>\$800.00</b>
100270432	7/1/15	ADAMSON POLICE PRODUCTS	INV174883	General Supplies	13,328.40	0.00	13,328.40	<b>\$13,328.40</b>
100270433	7/1/15	AMFASOFT CORP	OLENAKRYT-02	DED Services/Training - Training	327.50	0.00	327.50	<b>\$327.50</b>
100270434	7/1/15	AREA TRUCK DRIVING SCHOOL	7290	DED Services/Training - Training	559.50	0.00	559.50	<b>\$559.50</b>
100270435	7/1/15	ARROWHEAD MOUNTAIN SPRING WATER	15F5740132005	Miscellaneous Services	14.01	0.00	14.01	<b>\$14.01</b>
100270436	7/1/15	ASHER COLLEGE	KEHA61915	DED Services/Training - Training	362.50	0.00	362.50	<b>\$362.50</b>



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100270437	7/1/15	AZTEC CONSULTANTS	ANAEROBC123 #17	Construction Services	106,000.79	0.00	106,000.79	<b>\$106,000.79</b>
100270438	7/1/15	BKF ENGINEERS	15060302	Engineering Services	5,496.21	0.00	5,496.21	<b>\$5,883.83</b>
			15060638	Consultants	387.62	0.00	387.62	
100270439	7/1/15	BADGER METER INC	1046973	Water Meters	23,640.88	0.00	23,640.88	<b>\$42,628.56</b>
			1047925	Inventory Purchase	5,450.24	0.00	5,450.24	
			1047926	General Supplies	13,537.44	0.00	13,537.44	
100270440	7/1/15	BARTLE WELLS ASSOC	1012	Professional Services	2,295.00	0.00	2,295.00	<b>\$2,295.00</b>
100270441	7/1/15	BAY AREA NEWS GROUP DIGITAL FIRST MEDIA	0005483604	Advertising Services	134.00	0.00	134.00	<b>\$134.00</b>
100270442	7/1/15	BAY-VALLEY PEST CONTROL INC	0190362	Services Maintain Land Improv	58.00	0.00	58.00	<b>\$778.00</b>
			0190630	Facilities Maint & Repair - Labor	120.00	0.00	120.00	
			0190632	Facilities Maint & Repair - Labor	120.00	0.00	120.00	
			0190634	Facilities Maint & Repair - Labor	120.00	0.00	120.00	
			0190636	Facilities Maint & Repair - Labor	120.00	0.00	120.00	
			0190638	Facilities Maint & Repair - Labor	120.00	0.00	120.00	
			0190640	Facilities Maint & Repair - Labor	120.00	0.00	120.00	
100270443	7/1/15	BIO-SWEEP INC	20152	Inventory Purchase	916.00	0.00	916.00	<b>\$916.00</b>
100270444	7/1/15	BOUND TREE MEDICAL LLC	81820256	Supplies, First Aid	469.78	0.00	469.78	<b>\$469.78</b>
100270445	7/1/15	BURTONS FIRE INC	S28348	Parts, Vehicles & Motor Equip	146.30	0.00	146.30	<b>\$320.81</b>
			S28457	Parts, Vehicles & Motor Equip	174.51	0.00	174.51	
100270446	7/1/15	CB&I ENVIRONMENTAL & INFRASTRUCTURE INC	870924R8-00501	Consultants	6,052.22	0.00	6,052.22	<b>\$6,052.22</b>
100270447	7/1/15	CALTRONICS BUSINESS SYSTEMS	1801868	Misc Equip Maint & Repair - Materials	585.31	0.00	585.31	<b>\$585.31</b>
100270448	7/1/15	CENTURY GRAPHICS	41927	Clothing, Uniforms & Access	125.72	0.00	125.72	<b>\$497.65</b>
			41989	Clothing, Uniforms & Access	371.93	0.00	371.93	
100270449	7/1/15	CHOICES FOR CHILDREN	1251-0615-SCCA	Professional Services	260.98	0.00	260.98	<b>\$260.98</b>
100270450	7/1/15	CHRISP CO	SNYLVBKLNES #02	Construction Services	19,807.50	0.00	19,807.50	<b>\$19,807.50</b>
100270451	7/1/15	CITIES ASSN OF SANTA CLARA COUNTY	7/1/15-6/30/16	Membership Fees	7,277.00	0.00	7,277.00	<b>\$7,277.00</b>
100270452	7/1/15	CITY & COUNTY OF SAN FRANCISCO	MAY2015	Contracts/Service Agreements	2,870.01	0.00	2,870.01	<b>\$2,870.01</b>
100270453	7/1/15	COAST PERSONNEL SERVICES INC	239922	Contracts/Service Agreements	943.20	0.00	943.20	<b>\$3,491.98</b>

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			239923	Contracts/Service Agreements	846.30	0.00	846.30	
			239924	Contracts/Service Agreements	870.48	0.00	870.48	
			239925	Contracts/Service Agreements	832.00	0.00	832.00	
100270455	7/1/15	COMMODORE CRUISES & EVENTS	OCT/10/2015	Excursions	4,524.00	0.00	4,524.00	<b>\$4,524.00</b>
100270456	7/1/15	CORIX WATER PRODUCTS (US) INC	17513015662	Materials - Land Improve	1,532.85	0.00	1,532.85	<b>\$1,532.85</b>
100270457	7/1/15	CORRPRO WATERWORKS	322061	Engineering Services	1,631.05	0.00	1,631.05	<b>\$1,631.05</b>
100270458	7/1/15	DELTA DENTAL INSURANCE CO	BE001229436	Insurances - Dental	1,661.32	0.00	1,661.32	<b>\$1,661.32</b>
100270459	7/1/15	DEPARTMENT OF JUSTICE	098212	Pre-Employment Testing	1,152.00	0.00	1,152.00	<b>\$2,208.00</b>
			103425	Consultants	32.00	0.00	32.00	
			103425	Pre-Employment Testing	1,024.00	0.00	1,024.00	
100270461	7/1/15	DISCOUNT SCHOOL SUPPLY	W22809520102	General Supplies	416.38	0.00	416.38	<b>\$674.74</b>
			W22811020102	General Supplies	125.97	0.00	125.97	
			W22835360101	General Supplies	132.39	0.00	132.39	
100270462	7/1/15	ELESCO	58976	Facilities Maint & Repair - Labor	712.50	0.00	712.50	<b>\$712.50</b>
100270463	7/1/15	EOA INC	SU43-0515	Consultants	15,125.19	0.00	15,125.19	<b>\$15,125.19</b>
100270464	7/1/15	ECONOMIC & PLANNING SYSTEMS INC	21123-19	Professional Services	312.50	0.00	312.50	<b>\$312.50</b>
100270465	7/1/15	EMPIRE SAFETY & SUPPLY	0072833-IN	Inventory Purchase	42.08	0.00	42.08	<b>\$42.08</b>
100270466	7/1/15	ERLER & KALINOWSKI INC	41	Consultants	3,493.34	0.00	3,493.34	<b>\$3,493.34</b>
100270467	7/1/15	FEDERAL EXPRESS CORP	5-055-31280	Mailing & Delivery Services	23.67	0.00	23.67	<b>\$110.96</b>
			5-061-88313	Mailing & Delivery Services	10.42	0.00	10.42	
			5-069-61403	Mailing & Delivery Services	6.00	0.00	6.00	
			5-069-92728	Mailing & Delivery Services	7.50	0.00	7.50	
			5-070-17462	Mailing & Delivery Services	4.94	0.00	4.94	
			5-070-61026	Mailing & Delivery Services	5.63	0.00	5.63	
			5-070-62922	Mailing & Delivery Services	46.80	0.00	46.80	
			5-077-96465	Mailing & Delivery Services	6.00	0.00	6.00	
100270468	7/1/15	FERGUSON ENTERPRISES INC	1082434-1	Construction Services	627.81	0.00	627.81	<b>\$16,263.84</b>
			1095281	Construction Services	15,636.03	0.00	15,636.03	
100270469	7/1/15	GARDENLAND POWER EQUIPMENT	297728	Vehicles & Motorized Equip	244.15	0.00	244.15	<b>\$244.15</b>
100270470	7/1/15	GEOSYNTEC CONSULTANTS INC	16150564	Consultants	4,309.91	0.00	4,309.91	<b>\$4,309.91</b>
100270471	7/1/15	GOLDEN GATE PETROLEUM	660989	Inventory Purchase	6,284.85	0.00	6,284.85	<b>\$6,284.85</b>

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100270472	7/1/15	GOLDEN GATE TRUCK CENTER	F005653781:01	Parts, Vehicles & Motor Equip	146.02	0.00	146.02	<b>\$168.04</b>
			F005654989:01	Parts, Vehicles & Motor Equip	22.02	0.00	22.02	
100270473	7/1/15	GOODYEAR COMMERCIAL TIRE & SERVICE CTR	189-1087741	Parts, Vehicles & Motor Equip	207.99	0.00	207.99	<b>\$347.99</b>
			189-1087752	Auto Maint & Repair - Labor	140.00	0.00	140.00	
100270474	7/1/15	GORILLA METALS	180911	Parts, Vehicles & Motor Equip	38.10	0.00	38.10	<b>\$38.10</b>
100270475	7/1/15	GRANITE CONSTRUCTION CO	821681	Materials - Land Improve	1,858.98	0.00	1,858.98	<b>\$3,663.14</b>
			822276	Materials - Land Improve	1,804.16	0.00	1,804.16	
100270476	7/1/15	GRANITEROCK CO	898981	Materials - Land Improve	18,565.54	0.00	18,565.54	<b>\$18,565.54</b>
100270477	7/1/15	GROUND ZERO ANALYSIS INC	25951	Consultants	3,277.00	0.00	3,277.00	<b>\$3,277.00</b>
100270478	7/1/15	H F & H CONSULTANTS LLC	9713362	Professional Services	21,721.55	0.00	21,721.55	<b>\$21,721.55</b>
100270479	7/1/15	HDR ENGINEERING INC	00441454-H	Engineering Services	5,040.57	0.00	5,040.57	<b>\$5,040.57</b>
100270480	7/1/15	HANSON ASSOC	1513	Consultants	6,542.00	0.00	6,542.00	<b>\$6,542.00</b>
100270481	7/1/15	HI-TECH OPTICAL INC	627428	Benefits and Incentives - Prescription Safety Glasses	166.00	0.00	166.00	<b>\$352.00</b>
			6525397	Benefits and Incentives - Prescription Safety Glasses	186.00	0.00	186.00	
100270482	7/1/15	HOWARD ROME MARTIN & RIDLEY LLP	33495	Legal Services	514.63	0.00	514.63	<b>\$3,236.93</b>
			33496	Legal Services	2,722.30	0.00	2,722.30	
100270483	7/1/15	HYDROSCIENCE ENGINEERS INC	262015005	Engineering Services	39,657.71	0.00	39,657.71	<b>\$57,885.21</b>
			262015006	Engineering Services	8,405.00	0.00	8,405.00	
			262015007	Engineering Services	9,822.50	0.00	9,822.50	
100270484	7/1/15	ICE CENTER OF CUPERTINO	01020314150615	Rec Instructors/Officials	3,936.00	0.00	3,936.00	<b>\$5,436.00</b>
			061515	Rec Instructors/Officials	1,500.00	0.00	1,500.00	
100270485	7/1/15	IMAGEX	201889	Postage	6,190.85	0.00	6,190.85	<b>\$8,014.33</b>
			201933	Printing & Related Services	940.43	0.00	940.43	
			201982	Printing & Related Services	883.05	0.00	883.05	
100270486	7/1/15	INFOSEND INC	93604	Mailing & Delivery Services	1,318.08	0.00	1,318.08	<b>\$4,454.53</b>
			93605	Postage	3,136.45	0.00	3,136.45	
100270487	7/1/15	INFRASTRUCTURE ENGINEERING CORP	8319	Engineering Services	10,656.25	0.00	10,656.25	<b>\$10,656.25</b>
100270488	7/1/15	INTERIORS & TEXTILES CORP	150122F	Bldg Maint Matls & Supplies	1,125.73	0.00	1,125.73	<b>\$1,125.73</b>
100270489	7/1/15	IRELAND ENGINEERING INC	14369	Engineering Services	3,250.00	0.00	3,250.00	<b>\$3,250.00</b>
100270490	7/1/15	IRVINE & JACHENS INC	9966	Clothing, Uniforms & Access	5,909.69	0.00	5,909.69	<b>\$5,909.69</b>

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100270491	7/1/15	JP ENTERPRISES INC	15-87578	Miscellaneous Equipment	11,248.20	0.00	11,248.20	<b>\$11,248.20</b>
100270492	7/1/15	JAVELCO EQUIPMENT SERVICE INC	49376	Misc Equip Maint & Repair - Labor	45.00	0.00	45.00	<b>\$76.48</b>
			49376	Misc Equip Maint & Repair - Materials	31.48	0.00	31.48	
100270493	7/1/15	JOSE BURCIAGA	160776	DED Services/Training - Support Services	86.50	0.00	86.50	<b>\$86.50</b>
100270494	7/1/15	K J WOODS CONSTRUCTION INC	H20LINEPHS3#	Construction Project Contract Retainage	50,339.86	0.00	50,339.86	<b>\$50,339.86</b>
			R					
100270495	7/1/15	KELLY PAPER CO	7341183	General Supplies	426.59	0.00	426.59	<b>\$497.76</b>
			7341187	General Supplies	51.71	0.00	51.71	
			7343272	General Supplies	19.46	0.00	19.46	
100270496	7/1/15	KIMLEY HORN & ASSOC INC	6671010	Engineering Services	1,172.40	0.00	1,172.40	<b>\$1,172.40</b>
100270497	7/1/15	KOHLWEISS AUTO PARTS INC	01OH8463	Parts, Vehicles & Motor Equip	31.85	0.00	31.85	<b>\$472.54</b>
			01OI0988	Parts, Vehicles & Motor Equip	19.19	0.00	19.19	
			01OI1405	Inventory Purchase	430.10	8.60	421.50	
100270498	7/1/15	L N CURTIS & SONS INC	1354726-02	Clothing, Uniforms & Access	2,095.61	0.00	2,095.61	<b>\$26,073.64</b>
			1355832-00	Clothing, Uniforms & Access	868.91	0.00	868.91	
			1355832-01	Clothing, Uniforms & Access	1,226.70	0.00	1,226.70	
			1359644-00	General Supplies	603.03	0.00	603.03	
			1360617-00	Clothing, Uniforms & Access	20,956.13	0.00	20,956.13	
			6241283-00	Misc Equip Maint & Repair - Labor	323.26	0.00	323.26	
100270499	7/1/15	LEAN ENERGY US	201607	Professional Services	4,954.50	0.00	4,954.50	<b>\$4,954.50</b>
100270500	7/1/15	LAURA ANN BILLINGS	534067-6000216	DED Services/Training - Books	28.94	0.00	28.94	<b>\$65.70</b>
			56909794-1	DED Services/Training - Books	15.17	0.00	15.17	
			7446144	DED Services/Training - Books	21.59	0.00	21.59	
100270501	7/1/15	LEHR AUTO ELECTRIC	01 112323	Vehicles & Motorized Equip	808.81	0.00	808.81	<b>\$808.81</b>
100270502	7/1/15	MANAGEMENT PARTNERS INC	INV02112	Professional Services	22,194.89	0.00	22,194.89	<b>\$22,194.89</b>
100270503	7/1/15	MIDWEST TAPE	92952316	Library Acquis, Audio/Visual	194.58	0.00	194.58	<b>\$998.63</b>
			92954879	Library Acquis, Audio/Visual	70.66	0.00	70.66	
			92977911	Library Technology Services	733.39	0.00	733.39	
100270504	7/1/15	MIKE ALLEN SPORTS LLC	1-6192015	Rec Instructors/Officials	3,312.96	0.00	3,312.96	<b>\$3,312.96</b>
100270505	7/1/15	MOUNTAIN VIEW GARDEN CENTER	78035	Materials - Land Improve	304.28	0.00	304.28	<b>\$304.28</b>
100270506	7/1/15	MUNICIPAL MAINTENANCE EQUIPMENT INC	0101664-IN	Parts, Vehicles & Motor Equip	76.58	0.00	76.58	<b>\$76.58</b>

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100270507	7/1/15	NAPA AUTO PARTS	181697	Parts, Vehicles & Motor Equip	13.31	0.00	13.31	<b>\$332.80</b>
			181721	Parts, Vehicles & Motor Equip	20.24	0.00	20.24	
			181891	Parts, Vehicles & Motor Equip	17.57	0.00	17.57	
			181962	Parts, Vehicles & Motor Equip	-44.48	0.00	-44.48	
			182693	Parts, Vehicles & Motor Equip	128.22	0.00	128.22	
			182893	Parts, Vehicles & Motor Equip	-16.31	0.00	-16.31	
			182929	Parts, Vehicles & Motor Equip	93.99	0.00	93.99	
			183088	Parts, Vehicles & Motor Equip	120.26	0.00	120.26	
100270508	7/1/15	NATIONAL DATA & SURVEYING SERVICES INC	15-7422	Professional Services	7,338.75	0.00	7,338.75	<b>\$7,338.75</b>
100270509	7/1/15	NET TRANSCRIPTS INC	0002876-IN	Investigation Expense	404.71	0.00	404.71	<b>\$514.96</b>
			0003094-IN	Investigation Expense	110.25	0.00	110.25	
100270510	7/1/15	ON ASSIGNMENT LAB SUPPORT	LAB550077845	Salaries - Contract Personnel	1,380.00	0.00	1,380.00	<b>\$1,380.00</b>
100270511	7/1/15	OPTONY INC	152511	Professional Services	4,763.00	0.00	4,763.00	<b>\$4,763.00</b>
100270512	7/1/15	PAYFLEX SYSTEMS USA INC	128934-683626	Insurances - Depend Care & Health Care	640.50	0.00	640.50	<b>\$640.50</b>
				Rmb Admin Fees				
100270513	7/1/15	PACIFIC BREEZE MECHANICAL INC	3555	Bldg Maint Matls & Supplies	84.82	0.00	84.82	<b>\$6,764.82</b>
			3556	Bldg Maint Matls & Supplies	280.00	0.00	280.00	
			3569	Bldg Maint Matls & Supplies	6,400.00	0.00	6,400.00	
100270514	7/1/15	PETERSON POWER SYSTEMS INC	PC040232488	Miscellaneous Equipment Parts & Supplies	200.96	0.00	200.96	<b>\$207.19</b>
			PC240028234	Mailing & Delivery Services	8.50	0.00	8.50	
			PC240028299	Miscellaneous Equipment Parts & Supplies	198.69	0.00	198.69	
			PR240004461	Miscellaneous Equipment Parts & Supplies	-200.96	0.00	-200.96	
100270515	7/1/15	PETERSON TRUCKS	20866	Auto Maint & Repair - Labor	635.50	0.00	635.50	<b>\$775.57</b>
			20866	Auto Maint & Repair - Materials	140.07	0.00	140.07	
100270516	7/1/15	PINE CONE LUMBER CO INC	595729	Inventory Purchase	584.29	5.84	578.45	<b>\$555.96</b>
			596291	Inventory Purchase	-22.49	0.00	-22.49	
100270517	7/1/15	PRIORITY 1 PUBLIC SAFETY EQUIPMENT	5105	Vehicles & Motorized Equip	3,411.04	0.00	3,411.04	<b>\$3,411.04</b>
100270518	7/1/15	R & R REFRIGERATION & AIR CONDITIONING	56916	Facilities Maint & Repair - Labor	376.00	0.00	376.00	<b>\$376.00</b>
100270519	7/1/15	RANKIN STOCK HEABERLIN	32788	Legal Services	853.50	0.00	853.50	<b>\$1,452.12</b>
			32789	Legal Services	598.62	0.00	598.62	

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100270520	7/1/15	RASH CURTIS & ASSOC	662700000213	Financial Services	441.35	0.00	441.35	<b>\$598.94</b>
			662700000216	Financial Services	157.59	0.00	157.59	
100270521	7/1/15	SCS FIELD SERVICES INC	0256062	Engineering Services	2,886.74	0.00	2,886.74	<b>\$2,886.74</b>
100270522	7/1/15	SFO REPROGRAPHICS	22929	Printing & Related Services	402.38	0.00	402.38	<b>\$402.38</b>
100270523	7/1/15	SSA LANDSCAPE ARCHITECTS INC	5101	Engineering Services	12,099.75	0.00	12,099.75	<b>\$12,099.75</b>
100270524	7/1/15	SAFARILAND LLC	115-088626	Canine Program Expenditures	163.13	0.00	163.13	<b>\$163.13</b>
100270525	7/1/15	SAFEWAY INC	431172-061215	General Supplies	109.90	0.00	109.90	<b>\$389.06</b>
			435948-062215	Food Products	15.32	0.00	15.32	
			435948-062215	General Supplies	5.00	0.00	5.00	
			437220-062415	Food Products	87.91	0.00	87.91	
			724265-061715	Special Events	33.38	0.00	33.38	
			724953-061915	General Supplies	54.95	0.00	54.95	
			806316-062415	Food Products	22.98	0.00	22.98	
			806316-062415	General Supplies	8.46	0.00	8.46	
			806643-062415	Training and Conferences	51.16	0.00	51.16	
100270526	7/1/15	SAGE CONTROL ORDNANCE INC	11820	Miscellaneous Equipment	6,369.00	0.00	6,369.00	<b>\$6,369.00</b>
100270527	7/1/15	SANTA CLARA ADULT EDUCATION	13279	DED Services/Training - Training	2,700.00	0.00	2,700.00	<b>\$2,700.00</b>
100270528	7/1/15	SANTA CLARA VLY TRANSPORTATION AUTHORITY	1800018176	Engineering Services	27,481.42	0.00	27,481.42	<b>\$27,481.42</b>
100270529	7/1/15	SANTA CLARA VLY TRANSPORTATION AUTHORITY	0000015483	DED Services/Training - Transportation	70.00	0.00	70.00	<b>\$210.00</b>
			0000015607	DED Services/Training - Transportation	70.00	0.00	70.00	
			0000015665	DED Services/Training - Transportation	70.00	0.00	70.00	
100270530	7/1/15	SHIN SHIN TRAINING CENTER	W20150090 10F2	DED Services/Training - Training	4,455.00	0.00	4,455.00	<b>\$8,910.00</b>
			W20150092 10F2	DED Services/Training - Training	4,455.00	0.00	4,455.00	
100270531	7/1/15	SILICON VALLEY POLYTECHNIC INSTITUTE	06242015-248	DED Services/Training - Training	600.00	0.00	600.00	<b>\$600.00</b>
100270532	7/1/15	SMART & FINAL INC	107794-061515	Food Products	95.03	0.00	95.03	<b>\$1,202.46</b>
			107796-061515	Food Products	85.52	0.00	85.52	
			107876-061515	Food Products	19.80	0.00	19.80	
			107876-061515	General Supplies	30.37	0.00	30.37	

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			109069-061715	Food Products	4.39	0.00	4.39	
			109069-061715	General Supplies	3.58	0.00	3.58	
			110637-061915	Food Products	158.00	0.00	158.00	
			113921-062415	General Supplies	29.43	0.00	29.43	
			113933-062415	Food Products	22.02	0.00	22.02	
			113933-062415	General Supplies	19.55	0.00	19.55	
			113972-062415	Food Products	374.68	0.00	374.68	
			114027-062415	Food Products	100.43	0.00	100.43	
			114584-062515	General Supplies	112.79	0.00	112.79	
			115457-062615	Food Products	128.28	0.00	128.28	
			115457-062615	General Supplies	18.59	0.00	18.59	
100270534	7/1/15	STATCOMM INC	102504	Facilities Maint & Repair - Labor	309.00	0.00	309.00	<b>\$355.76</b>
			102504	Facilities Maint & Repair - Materials	46.76	0.00	46.76	
100270535	7/1/15	STUDIO EM GRAPHIC DESIGN	15742	Graphics Services	435.00	0.00	435.00	<b>\$435.00</b>
100270536	7/1/15	SUNBELT RENTALS INC	52062830-002	Equipment Rental/Lease	2,811.95	0.00	2,811.95	<b>\$2,811.95</b>
100270537	7/1/15	SUNNYVALE BUILDING MAINTENANCE	97628	Professional Services	1,280.00	0.00	1,280.00	<b>\$1,478.00</b>
			98100	Professional Services	198.00	0.00	198.00	
100270538	7/1/15	SUNNYVALE DOWNTOWN ASSN	062315 CK REQ	Miscellaneous Reimbursement	-176.22	0.00	-176.22	<b>-\$176.22</b>
100270539	7/1/15	SUNNYVALE FORD	445136	Parts, Vehicles & Motor Equip	53.41	0.00	53.41	<b>\$291.66</b>
			445346	Parts, Vehicles & Motor Equip	238.25	0.00	238.25	
100270540	7/1/15	SUNNYVALE WINDUSTRIAL CO INC	645019 00	Bldg Maint Matls & Supplies	78.84	0.00	78.84	<b>\$114.32</b>
			645019 01	Bldg Maint Matls & Supplies	-78.84	0.00	-78.84	
			645100 00	Bldg Maint Matls & Supplies	114.32	0.00	114.32	
100270541	7/1/15	SUPPLYWORKS	1655869-00	Inventory Purchase	2,516.95	0.00	2,516.95	<b>\$2,516.95</b>
100270542	7/1/15	THOMSON REUTERS WEST	830032801	Software Licensing & Support	1,587.06	0.00	1,587.06	<b>\$14,920.09</b>
			830218065	Software Licensing & Support	1,364.15	0.00	1,364.15	
			830334101	Books & Publications	219.68	0.00	219.68	
			830405191	Software Licensing & Support	1,408.06	0.00	1,408.06	
			830523340	Books & Publications	320.56	0.00	320.56	
			830603968	Software Licensing & Support	1,392.06	0.00	1,392.06	
			830720223	Books & Publications	1,032.05	0.00	1,032.05	

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			830791525	Software Licensing & Support	1,401.06	0.00	1,401.06	
			830907884	Books & Publications	1,337.66	0.00	1,337.66	
			830976224	Software Licensing & Support	1,392.06	0.00	1,392.06	
			831097870	Books & Publications	1,778.07	0.00	1,778.07	
			831167440	Software Licensing & Support	1,392.06	0.00	1,392.06	
			831280208	Books & Publications	295.56	0.00	295.56	
100270543	7/1/15	UNITED PARCEL SERVICE	966608235	Mailing & Delivery Services	441.55	0.00	441.55	<b>\$441.55</b>
100270544	7/1/15	UNITED STATES POSTAL SERVICE	P#112-061815	Mailing & Delivery Services	220.00	0.00	220.00	<b>\$220.00</b>
100270545	7/1/15	UNITED STATES POSTAL SERVICE	P#2661000-0615	Postage	225.00	0.00	225.00	<b>\$225.00</b>
100270546	7/1/15	UNIVERSITY OF CALIFORNIA SANTA CRUZ	56028	DED Services/Training - Training	600.00	0.00	600.00	<b>\$33,809.00</b>
			56382	DED Services/Training - Training	600.00	0.00	600.00	
			56449	DED Services/Training - Training	600.00	0.00	600.00	
			56560	DED Services/Training - Training	381.50	0.00	381.50	
			56604	DED Services/Training - Training	492.00	0.00	492.00	
			56768	DED Services/Training - Training	5,400.00	0.00	5,400.00	
			56772	DED Services/Training - Training	5,400.00	0.00	5,400.00	
			56785	DED Services/Training - Training	5,229.00	0.00	5,229.00	
			56787	DED Services/Training - Training	4,306.50	0.00	4,306.50	
			56789	DED Services/Training - Training	5,400.00	0.00	5,400.00	
			56792	DED Services/Training - Training	5,400.00	0.00	5,400.00	
100270547	7/1/15	VALLEY OIL CO	30189	Fuel, Oil & Lubricants	448.87	0.00	448.87	<b>\$908.23</b>
			30654	Fuel, Oil & Lubricants	459.36	0.00	459.36	
100270548	7/1/15	W G FRITZ CONSTRUCTION INC	3475	Facilities Maint & Repair - Labor	1,495.00	0.00	1,495.00	<b>\$1,495.00</b>
100270549	7/1/15	WATER WORKS ENGINEERS LLC	4767	Engineering Services	2,447.50	0.00	2,447.50	<b>\$2,447.50</b>
100270550	7/1/15	WILSEY HAM	9962	Consultants	2,322.00	0.00	2,322.00	<b>\$2,322.00</b>
100270551	7/1/15	YORK RISK SERVICES GROUP INC	500012374	Workers' Compensation - Administration	21,739.25	0.00	21,739.25	<b>\$21,739.25</b>
100270552	7/1/15	E-BUILDER INC	18649	Software Licensing & Support	488.19	0.00	488.19	<b>\$488.19</b>
100270553	7/1/15	ALICIA GILLIAM	508637831000	General Supplies	62.16	0.00	62.16	<b>\$121.66</b>
			508637842000	Food Products	59.50	0.00	59.50	
100270554	7/1/15	PACIFIC GAS & ELECTRIC CO	11059220090515	Utilities - Electric	5,536.36	0.00	5,536.36	<b>\$112,468.62</b>
			11059220250515	Utilities - Gas	323.11	0.00	323.11	



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			11059220400515	Utilities - Gas	202.56	0.00	202.56	
			11059220450515	Utilities - Gas	752.63	0.00	752.63	
			11059220500515	Utilities - Gas	17.95	0.00	17.95	
			11059220550515	Utilities - Electric	801.09	0.00	801.09	
			11059220600515	Utilities - Gas	3,129.17	0.00	3,129.17	
			11059220750515	Utilities - Gas	634.58	0.00	634.58	
			11059220810515	Utilities - Electric	393.64	0.00	393.64	
			11059220900515	Utilities - Gas	53.82	0.00	53.82	
			11059221020515	Utilities - Electric	278.65	0.00	278.65	
			11059221050515	Utilities - Gas	38.97	0.00	38.97	
			11059221060515	Utilities - Electric	1,037.45	0.00	1,037.45	
			11059221080515	Utilities - Electric	838.33	0.00	838.33	
			11059221150515	Utilities - Gas	52.95	0.00	52.95	
			11059221180515	Utilities - Electric	12,087.20	0.00	12,087.20	
			11059221250515	Utilities - Gas	59.36	0.00	59.36	
			11059221350515	Utilities - Gas	34.38	0.00	34.38	
			11059221400515	Utilities - Gas	875.04	0.00	875.04	
			11059221600515	Utilities - Gas	55.64	0.00	55.64	
			11059221700515	Utilities - Gas	128.85	0.00	128.85	
			11059221730515	Utilities - Electric	2,573.62	0.00	2,573.62	
			11059221850515	Utilities - Gas	8.12	0.00	8.12	
			11059221930515	Utilities - Electric	16,954.15	0.00	16,954.15	
			11059221980515	Utilities - Electric	735.95	0.00	735.95	
			11059222630515	Utilities - Electric	1,329.17	0.00	1,329.17	
			11059222720515	Utilities - Electric	866.50	0.00	866.50	
			11059224060515	Utilities - Electric	15,658.64	0.00	15,658.64	
			11059224270515	Utilities - Electric	9.86	0.00	9.86	
			11059225290515	Utilities - Electric	811.90	0.00	811.90	
			11059225650515	Utilities - Gas	1,287.08	0.00	1,287.08	
			11059226380515	Utilities - Electric	10,215.63	0.00	10,215.63	
			11059227030515	Utilities - Electric	649.61	0.00	649.61	

**List of All Claims and Bills Approved for Payment**

For Payments Dated 6/28/2015 through 7/4/2015

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			11059227230515	Utilities - Electric	6,175.49	0.00	6,175.49	
			11059227790515	Utilities - Electric	128.00	0.00	128.00	
			11059228050515	Utilities - Electric	10,845.21	0.00	10,845.21	
			11059228580515	Utilities - Electric	15,165.15	0.00	15,165.15	
			61266000050515	Utilities - Gas	1,722.81	0.00	1,722.81	
100270557	7/1/15	SAN FRANCISCO BAYKEEPER	C13-02425HRL	Legal Services	4,000.00	0.00	4,000.00	<b>\$4,000.00</b>
100270558	7/1/15	SANTA CLARA COUNTY CLERK-RECORDER	SS DIESEL TANK	Permit Fees	50.00	0.00	50.00	<b>\$50.00</b>
100270559	7/1/15	A&D PROTOCOL TRANSPORTATION INC	BL069198	Business License Tax	146.04	0.00	146.04	<b>\$146.04</b>
100270560	7/1/15	DEVINCENZI ARCHITECTURAL PRODUCTS INC	BL068813 15-16	Business License Tax	115.48	0.00	115.48	<b>\$115.48</b>
100270561	7/1/15	JESS CRUZ	155471-38736	Refund Utility Account Credit	84.90	0.00	84.90	<b>\$84.90</b>
100270562	7/1/15	SPANSION INTERNATIONAL AM INC	BL065378-2016	Business License Tax	58.58	0.00	58.58	<b>\$58.58</b>
100270563	7/1/15	YOGESH & SANGEETA AGRAWAL	112505-74352	Refund Utility Account Credit	133.74	0.00	133.74	<b>\$133.74</b>
400000494	7/1/15	UNION BANK OF CALIFORNIA		Workers' Compensation - Claims	65,000.00	0.00	65,000.00	<b>\$65,000.00</b>
950002397	6/30/15	PUBLIC EMPLOYEES RETIREMENT SYSTEM	950002397	Retirement Benefits - Deferred Comp - City Portion	1,258.43	0.00	1,258.43	<b>\$1,098,835.64</b>
			950002397	Retirement Benefits - PERS Misc - Empl Portion	-87,852.92	0.00	-87,852.92	
			950002397	Retirement Benefits - PERS Misc - Total	647,086.40	0.00	647,086.40	
			950002397	Retirement Benefits - PERS Safety - Empl Portion	-39,406.74	0.00	-39,406.74	
			950002397	Retirement Benefits - PERS Safety - Total	564,637.28	0.00	564,637.28	
			950002397	Retirement Benefits - PERS EPMC Public Safety	7,286.60	0.00	7,286.60	
			950002397	Retirement Benefits - PERS EPMC - Misc	5,826.59	0.00	5,826.59	

**Grand Total Payment Amount****\$2,058,382.99**



# City of Sunnyvale

## Agenda Item

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15-0620

Agenda Date: 7/14/2015

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### REPORT TO COUNCIL

#### SUBJECT

Approve Budget Modification No. 2 for \$187,000 to Fund the Website Redesign Project

#### BACKGROUND

The City is undertaking the Website Redesign Project (WRP) to replace the current official website ([Sunnyvale.ca.gov](http://sunnyvale.ca.gov) <<http://sunnyvale.ca.gov/>>) with a vendor-provided and hosted Content Management System (CMS) and entirely restyled and re-architected website. The City's existing website is hosted on in-house servers and was updated over five years ago. Because of the lack of investment in new technology since that time, DotNetNuke (DNN) the City's current Content Management System (CMS), is now two full versions behind the most recent release and is no longer supported by the vendor. Not only does this create substantial risk for site failure and security breaches, City staff have to continually troubleshoot and resolve conflicts due to increasing incompatibility between the CMS and webpage templates. In addition, the website has not kept pace with rapidly evolving best practices - it has a dated appearance; lacks modern website functionality; has a site architecture that is not focused on users; and has content that has grown unwieldy, making navigation and search difficult. The new website is being designed to: be mobile friendly, include social media integration, be ADA compliant, allow content to be translated into multiple languages, have user focused navigation, and provide improved search capabilities.

The WRP is being led by the Communications Division within the Office of the City Manager; the City's Web and Communications Specialist is the project manager and is leading a large inter-departmental team to help complete associated tasks. The project has been underway since December 2014 and is currently anticipated to conclude in spring 2016.

The WRP has multiple components and is a significant undertaking as the site consists of approximately 650 pages and 12,800 PDF documents. In addition, the City uses a variety of third party and custom software to provide services to the community via the website; therefore, maintaining access to all current functions and features is critical. The project includes conducting a Request for Proposals (RFP) process for the CMS/website vendor; branding and messaging to help shape website design, architecture and content; content analysis, development and migration; user testing; website design; and implementation.

#### EXISTING POLICY

Council Policy 7.2.17 Internet Use and 7.2.1 Community Engagement provide goals and policies related to the use of the City website.

#### ENVIRONMENTAL REVIEW

N/A

**DISCUSSION**

An RFP process was initiated to identify and select a CMS/website vendor with a proven record of accomplishment in the planning, development, implementation, support, and hosting of government websites. The selected vendor is required to provide all services to implement a state-of-the-art website and must offer a robust Content Management System that will allow City staff to easily update website content.

RFP No. F15-66 was issued on February 20, 2015 and was directly distributed to eight potential proposers. In addition, the RFP was posted on the Onvia DemandStar public procurement network. On March 18, 2015, eight proposals were received. Based on evaluation of the written proposals and subsequent interviews, the evaluation committee concluded that the City's needs would best be met by Civica Software, Inc. Civica was selected based on the functionality and ease of use of the CMS, extensive experience with similar projects, clear implementation methodology and process, and robust hosting services and service response times.

The total cost of this project is estimated to be \$346,000. This cost is made up of three primary expenses: temporary part-time staff; project and professional services costs; and the CMS/website vendor to design and implement the new website.

Temporary part-time staffing is needed to support both the existing website and the WRP. This includes a Web Specialist who is maintaining the existing website so that staff has the capacity to manage the WRP. A Content Strategist is currently conducting an audit and analysis of the entire site's content, assisting with user testing, and preparing the new site's navigation and information architecture. Finally, a Web Copywriter will be hired this summer to assist City staff with writing content for the new website.

Civica Software Inc. will be providing the new CMS and full website design and implementation services. Included in the vendor's website development costs is the first year of hosting services. A contract can be awarded to Civica under the City Manager's contract award authority, since the contract amount is less than \$100,000, but Council must approve a budget modification so that adequate funding for all project components can be put in place. The City will enter a separate agreement with Civica for ongoing site hosting and maintenance.

**FISCAL IMPACT**

Funding for this project is available from two sources: the General Fund and equipment reserve funds from the General Services Fund - Technology and Communication Services Sub-Fund. The Technology and Communication Services Sub-Fund accounts for the majority of the City's large, routine technology systems replacements, and is funded by collecting rental rates from operating programs across the City. At the end of FY 2013/14, \$230,000 was returned to the Technology and Communication Services Sub-Fund balance due to a combination of equipment replacement costs coming in less than budgeted and adjustments to replacement schedules. Staff earmarked these savings for the WRP and \$43,000 of these funds were utilized in FY 2014/15 for the temporary staffing costs incurred for the project. \$187,000 is remaining and available for appropriation.

When the FY 2015/16 Budget was being developed, the RFP process was underway and the full cost of the project was not yet known. With information available at that time, staff estimated \$116,000

would be needed in addition to the funds from the equipment reserve. As a result, the Website Redesign project was created with the adoption of the FY 2015/16 Budget, which included \$116,000 appropriated in the General Fund. With the RFP process complete, funds can now be appropriated from the equipment reserve to fully fund the project.

**Budget Modification No. 2  
FY 2015/16**

	<b>Current</b>	<b>Increase/ (Decrease)</b>	<b>Revised</b>
<b>General Fund</b>			
<u>Project Costs</u>			
831490 - Website Redesign	\$116,000	\$187,000	\$303,000
<b>General Services Fund - Technology &amp; Communication Services Sub-Fund</b>			
<u>Reserves</u>			
Equipment Reserve	\$4,740,718	(\$187,000)	\$4,553,718

**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 Budget Modification No. 2 for \$187,000 to fund the Website Redesign Project, including staffing, professional services, and the contract with Civica for a vendor-provided and hosted Content Management System (CMS) and new website.

Prepared by: Pete Gonda, Purchasing Officer

Reviewed by: Grace K. Leung, Director, Finance

Reviewed by: Jane Chambers, Interim Assistant City Manager

Approved by: Kent Steffens, Assistant City Manager



# City of Sunnyvale

## Agenda Item

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15-0207

Agenda Date: 7/14/2015

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### REPORT TO COUNCIL

#### SUBJECT

Introduce an Ordinance and Adopt Two Resolutions to Approve Two New Affordable Housing Impact Fees: Housing Impact Fee for Nonresidential Development and Housing Impact Fee for Rental Housing; Find that the Project is Exempt from Environmental Review Pursuant to CEQA Guideline 15378(b)(4)

#### REPORT IN BRIEF

Recent Council direction to expand the Housing Mitigation Fee and to establish a new fee for rental housing developments requires amendments to the Sunnyvale Municipal Code (SMC). A draft ordinance (Attachment 1) and two resolutions (Attachments 2 and 3) have been prepared to make these changes.

The Housing Impact Fee for Nonresidential Development, set at \$15 per net new square foot for all office and industrial projects (\$7.50 for the first 25,000 square feet) and \$7.50 per square foot for all retail and lodging projects, will apply to all new commercial, industrial, research and development (R&D), retail and lodging projects in any zone, unless otherwise exempted, as outlined in Exhibit C to Attachment 2.

The Housing Impact Fee for Rental Housing, set at \$17 per net new habitable square foot, applies to all new rental developments and includes provisions to allow developers several alternatives to paying the fee. Any alternative compliance option, other than providing standard affordable units within the project (the "on-site" option) will require approval by Council. Revenues generated by these fees will be used to subsidize the development of affordable units.

Staff recommends that Council approve Alternative 1: Approve the Draft Ordinance and Fee Resolutions establishing the Housing Impact Fees for Nonresidential Development and Housing Impact Fee for Rental Housing, as provided in Attachments 1, 2, and 3.

Staff held a stakeholder outreach meeting on the draft ordinance and resolutions on May 19 at the Sunnyvale Community Center. Stakeholders asked questions about when the new fees would take effect, which projects would be subject to the fee, details of the pipeline provisions, and the proposed uses of the fees. Meeting notes are provided in Attachment 4.

The Housing and Human Services (HHSC) and the Planning (PC) Commissions held public hearings on the draft ordinance and resolutions on May 20 and 27, respectively. The HHSC voted unanimously to recommend Alternative 1, and the PC voted 5-1 to recommend Alternative 1. The draft HHSC meeting minutes are provided as Attachment 5 and the PC minutes are provided as Attachment 6.

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**BACKGROUND**

At the December 9, 2014 City Council meeting, Council heard a presentation and took public testimony concerning a proposed commercial linkage fee for affordable housing, which would expand the existing Housing Mitigation Fee (HMF), and reviewed the associated impact fee nexus study (RTC 14-0673). Following that hearing, Council directed staff to prepare an ordinance to expand the HMF to include all office/industrial, retail, and lodging development projects in any zone; and to set the initial fee at \$15 per net new square foot for all office/R&D and industrial projects (\$7.50 for the first 25,000 square feet) and \$7.50 per square foot for all retail and lodging projects, both adjusted annually for inflation as part of the annual fee schedule adoption. The draft ordinance prepared to implement this Council direction, provided as Attachment 1 to this report, refers to this expanded fee as the "Housing Impact Fee for Nonresidential Development."

At the March 17, 2015 City Council meeting, Council heard a presentation and took public testimony concerning a proposed Housing Impact Fee for Rental Housing (*Rental Housing Impact Fee* is used in this report) for New Market-Rate Rental Housing Developments and reviewed the associated impact fee nexus study (RTC 14-0846). Following that hearing, Council directed staff to prepare an ordinance and set the initial fee at \$17 per habitable square foot for all new market-rate rental housing developments, adjusted annually as part of the City Fee Schedule. The Council further directed the following: 1) allow developers to provide affordable units within a project instead of paying the impact fee, as well as other possible options such as providing off-site affordable units or dedicating land; 2) require any alternative options, except for the provision of standard on-site affordable units as allowed by the ordinance to be approved by Council; 3) require all affordable units provided to satisfy the fee requirement to be restricted for an affordability term of at least 55 years; and 4) that the developer should strive to locate affordable units close to transit.

At both of the above hearings, Council directed staff to return within two years to re-evaluate and possibly adjust the rates of the new fees.

**EXISTING POLICY****General Plan, Housing Element**

**Goal A:** Assist in the provision of adequate housing to meet the diverse needs of Sunnyvale's households of all income levels.

**Policy A.4:** Continue to require office and industrial development to mitigate the demand for affordable housing.

**Policy A.7:** Support collaborative partnerships with non-profit organizations, affordable housing builders, and for-profit developers to gain greater access to various sources of affordable housing funds.

**ENVIRONMENTAL REVIEW**

This action is not a project for purposes of the California Environmental Quality Act (CEQA) because it constitutes a governmental fiscal activity that does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. (CEQA Guideline 15378 (b)(4)).

**DISCUSSION**

Economics and Planning Systems, Inc., (EPS) prepared the Housing Mitigation Nexus and Fee

Study in September 2014 and updated the Nexus-Based Affordable Housing Fee Analysis for Rental Housing in December 2014. Both reports identify a maximum defensible nexus-based fee that could be charged to office/industrial, retail, and lodging development projects in any zone, and to new multifamily rental residential developments in Sunnyvale. These fees mitigate the demand for affordable rental housing generated by new jobs and new market-rate rental development in Sunnyvale.

Before Council can adopt the new fees, the SMC must be amended to establish regulations for their implementation. To do this, staff is proposing to amend Section 19.22.035 of the Zoning Code (Title 19), which is the section that established the current HMF for high-intensity industrial developments, and create a new Chapter 19.75 entitled "Housing Impact Fees". The new Chapter 19.75 will contain two new sections: Section 19.75.030, Housing Impact Fees for Nonresidential Development (formerly known as the HMF); and Section 19.75.040, Housing Impact Fees for Rental Housing. A draft ordinance (Attachment 1) has been prepared to make these changes to the SMC. Attachments 2 and 3 are resolutions to amend the City fee schedule to establish the fee rates for FY 2015-16 (one resolution for each new fee).

### **Housing Impact Fee for Nonresidential Development**

The Housing Impact Fee for Nonresidential Development, also referred to as the commercial linkage fee, will apply to new office, R&D, industrial, retail, and lodging development projects, as defined in the draft ordinance and resolution, in any zoning district. The draft resolution sets the fee at \$15 per net new square foot for all office/R&D and industrial projects (\$7.50 for the first 25,000 square feet) and \$7.50 per net new square foot for all retail and lodging projects, both adjusted annually for inflation as part of the annual fee schedule adoption.

### **Exempt Uses**

The Housing Impact Fee for Nonresidential Development will apply to all new commercial, industrial, R&D, retail and lodging projects in any zone, unless otherwise exempted.

The Housing Mitigation Nexus and Fee Study only covered office, R&D, industrial, retail, and lodging uses. Consistent with many cities, certain nonresidential uses would not be assessed a housing impact fee, such as educational institutions, health care uses and places of assembly. The nexus study did not evaluate a possible fee for these specific uses.

Therefore, the draft ordinance and resolution exempt the above land uses and several other uses that would not generate significant jobs. The list below summarizes the major use types that are exempted in the draft ordinance:

- Child and Adult Day Care, Hospitals, Assisted Living Facilities and Convalescent Hospitals;
- Agriculture and Resource Uses;
- Public Uses;
- Stand-alone Parking Structures and Surface lots; and
- Education, Recreation and Places of Assembly.

A complete Zoning Use Table identifying exempt and non-exempt uses is provided as Exhibit C to the Housing Impact Fee for Nonresidential Developments Resolution (Attachment 2).



### Alternative Compliance

As an alternative to paying the Housing Impact Fee for Nonresidential Development, a developer may request to mitigate the housing impacts through construction of residential units on an appropriate housing site, the dedication of land or the provision of other resources. The City Council may approve this request if the proposed alternative furthers affordable housing opportunities in the City to an equal or greater extent than payment of the fee.

### Grandfathering Provision for Pipeline Projects

Any nonresidential project that would otherwise be subject to the new nonresidential fee but has obtained an approved (entitled) planning permit or has submitted an application that has been deemed complete by the Planning Division before the effective date of the ordinance will not be subject to the new fee. However, some of these “pipeline” projects are still subject to the current HMF (i.e., “high intensity” projects in industrial zones as described in Section 19.22.035) and will continue to be subject to that fee, payable at the rate in effect at the time of building permit issuance. For the next several years, there will be two similar fee rates in the fee schedule, one for the existing HMF and one for the new Housing Impact Fee for Nonresidential Development, until all of the pipeline projects subject to the existing HMF have been completed, at which time the HMF can be removed from the fee schedule.

Payment of the Housing Impact Fee for Nonresidential Developments will be due at the time a building permit is issued for the project subject to the fee.

### Housing Impact Fee for Rental Housing

The Council approved a Rental Housing Impact Fee of \$17 per habitable square foot for all new market-rate residential rental developments, adjusted annually as part of the City Fee Schedule. Council’s direction was based on the desire to identify a revenue source that would enable the City to continue to provide affordable rental housing opportunities to lower-income households. Payment of the Rental Housing Impact Fee (RHIF) will be due at the time that building permits are issued for a project.

Council’s direction also included provisions that allow developers to provide affordable housing units within a new rental project instead of paying the impact fee, and other options, such as providing off-site affordable units or dedicating land. Any alternative compliance option, other than providing standard affordable units within the project (the “on-site” option) will require approval by Council.

If a developer opts to provide affordable units on-site instead of paying the fee, the draft ordinance allows the developer to be credited \$300,000 for every very low-income unit provided on-site and/or \$150,000 for every low-income unit provided on-site, up to the total fee amount owed by the project. These amounts are based on the subsidy amounts required to develop affordable units, which the recent rental impact fee nexus study determined to be \$302,496 for a very low-income unit and \$146,233 for a low-income unit. These subsidy levels will be adjusted periodically as needed to reflect significant changes in the costs to develop affordable units.

An example is provided in Table 1 below to illustrate how this option would work. In this example, the developer opts to provide five very low and five low income units within the project in exchange for a \$2.25 million credit against the project’s fee obligation, which is approximately \$2.26 million for a project of 140 new units. In the event any fee obligation remains after the affordable unit credits are applied, the developer may opt to provide another affordable unit or just pay the remaining balance,

which is \$11,000 in the example below. In addition, developers may opt to pay a larger portion of the fee and provide fewer units in lieu, as a variation on this option.

Table 1: Credit for Affordable Units Provided On-Site In-Lieu of RHIF

Unit Affordability Level	Credit Toward RHIF	Number of Units Provided in Project	Total Credit
Very Low Income	\$300,000	5	\$1,500,000
Low Income	\$150,000	5	\$750,000
Total Credit for Project for On-Site Affordable Units			\$2,250,000
RHIF Owed by Project (140 units @ 950 HSF each x \$17)			\$2,261,000
Balance of RHIF owed by project			\$11,000

All of the affordable units provided instead of the fee payment will be subject to 55-year affordability restrictions, and developers should strive to provide them in a location that is easily accessible to public transit.

Although not originally discussed at the March 17, 2015 Council meeting, the draft resolution sets the fee for rental developments of 4 to 7 units at \$8.50 per habitable square foot and developments with 8 or more units at \$17.00 per habitable square foot. This responds to concerns expressed about the greater financial impact of the impact fee on smaller projects, similar to the discussion regarding the Housing Impact Fee for Nonresidential Development. Council could also consider exempting from the impact fee residential projects with less than eight units, similar to the threshold for when ownership housing projects are required to provide inclusionary units.

#### Alternative Compliance Options for Rental Projects

As an alternative to payment of the RHIF or providing on-site units, as described above, a rental housing developer subject to the fee may request to mitigate the project's impacts through various alternative compliance options. Such requests may be granted by Council, if it determines that the proposed alternative will contribute to the City's affordable housing stock to an equal or greater extent than payment of the fee.

Any off-site units or sites to be dedicated for affordable housing shall be near public transit and shall be subject to Council approval. As a condition of approving any of the alternative compliance options, Council may require that the developer provide a greater number of affordable units and/or a greater degree of affordability (i.e., extremely low units) than would otherwise be required to off-set the project's fee obligation, consistent with guidelines to be developed for this purpose by the Community Development Department.

1. Off-site Affordable Housing Units: The developer may propose to provide affordable housing units in another new residential development in Sunnyvale, provided those units meet the requirements noted above.
2. Unit Conversion: The developer may propose to convert existing residential units in another location into affordable housing, or provide financial incentives to extend the affordability term of an affordable housing development with expiring rent restrictions.
3. Land Dedication/Partnership: The developer may propose to dedicate land and/or grant funds

to a non-profit developer for the development of affordable housing units. This option shall be substantially consistent with the requirements of the comparable alternative provided in Municipal Code Section 19.67.090(c)(2), and as further described in the draft Ordinance.

#### Provisions for Pipeline Projects

Pipeline projects include those new rental development projects that have obtained Planning approval (entitlements), and those for which the developer has submitted a planning application and it has been deemed complete by the Planning Division, prior to the effective date of the ordinance. Such pipeline projects will be exempt from paying the RHIF.

As directed, staff will return to Council within two years with information regarding implementation of the new fee programs so that Council may re-evaluate and possibly adjust the fees.

#### **FISCAL IMPACT**

The new Housing Impact Fees enacted through the proposed ordinance and resolutions have the potential to generate significant fee revenues for funding affordable housing projects. Once a considerable amount of funds have been collected, staff will begin issuing requests for proposals for affordable rental housing projects periodically to use the available funds in a timely manner.

It should be noted that it is likely that a portion of new market-rate rental project developers may opt to provide affordable units on-site rather than paying the fees. Other cities with rental impact fees in place for some time have reported that many developers pursue this option, so the revenues generated could be significantly less than projected if that tendency prevails in Sunnyvale as well. In addition, when the market for new rental development slows, as it has in prior downturns, there may be some years when few rental projects are proposed or built, in which case fee revenues will be minimal.

#### **PUBLIC CONTACT**

Public contact was made through posting of the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center and the Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and the City's website.

The HHSC and PC held public hearings on this item in May. The HHSC voted unanimously to recommend Alternative 1 and the PC voted 5-1 to recommend Alternative 1. The Planning Commissioner who voted against the motion noted that it was for philosophical reasons and also because he did not understand the logic of imposing the fees on rental housing, and felt they would be counter-productive. The draft HHSC minutes are provided in Attachment 5, and PC minutes are provided in Attachment 6.

#### **ALTERNATIVES**

1. Find that the Project is Exempt from Environmental Review Pursuant to CEQA Guideline 15378(b)(4); and Introduce the Proposed Ordinance and Fee Resolutions establishing the Housing Impact Fees for Nonresidential Development and Housing Impact Fee for Rental Housing, as provided in Attachments 1, 2, and 3.
2. Find that the Project is Exempt from Environmental Review Pursuant to CEQA Guideline 15378(b)(4); and Introduce the Proposed Ordinance and Fee Resolutions establishing the Housing Impact Fees for Nonresidential Development and Housing Impact Fee for Rental

Housing, as provided in Attachments 1, 2, and 3, with modifications as directed by Council.

**STAFF RECOMMENDATION**

Alternative 1: Find that the Project is Exempt from Environmental Review Pursuant to CEQA Guideline 15378(b)(4); and Introduce the Proposed Ordinance and Fee Resolutions establishing the Housing Impact Fees for Nonresidential Development and Housing Impact Fee for Rental Housing, as provided in Attachments 1, 2, and 3 to the report.

Alternative 1 implements the previous direction of the City Council to expand and increase the existing housing impact fee for Nonresidential projects and to establish a new housing impact fee for rental housing projects. The Housing Impact Fees for Nonresidential Development and Housing Impact Fee for Rental Housing will provide the City with important new sources of revenue to address the increasing demand for affordable housing. This action will result in the development of new housing affordable to lower-income households. These new fees will complement other existing City programs for providing affordable housing in the City, such as the inclusionary zoning requirements for new for-sale housing, density bonus incentives, zoning for adequate sites, direct subsidies of affordable units using federal grants and other available resources.

Prepared by: Ernie Defrenchi, Affordable Housing Manager

Reviewed by: Suzanne Isé, Housing Officer

Reviewed by: Trudi Ryan, Planning Officer

Reviewed by: Hanson Hom, Director, Community Development Department

Reviewed by: Kent Steffens, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Draft Ordinance Amending Section 19.22.035 and Adding Chapter 19.75, both of Title 19: Zoning, of the Sunnyvale Municipal Code
2. Fee Resolution: Housing Impact Fee for Nonresidential Development
3. Fee Resolution: Housing Impact Fee for Rental Housing
4. Community Outreach Meeting Notes
5. Draft Minutes of the May 20, 2015 HHSC Meeting
6. Minutes of the May 27, 2015 PC Meeting



## ORDINANCE NO. \_\_\_\_-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY  
OF SUNNYVALE AMENDING CHAPTER 19.22  
(INDUSTRIAL ZONING DISTRICTS) AND ADDING  
CHAPTER 19.75 (HOUSING IMPACT FEES) OF TITLE 19  
(ZONING) OF THE SUNNYVALE MUNICIPAL CODE TO  
ALLOW HOUSING IMPACT FEES FOR  
NONRESIDENTIAL DEVELOPMENT AND RENTAL  
HOUSING

WHEREAS, pursuant to City Council direction to expand the Housing Mitigation Fee and to establish a new fee for rental housing developments, the City of Sunnyvale ("City") staff has reviewed the provisions in the zoning code related to the Housing Mitigation Fee, and desires to make certain changes to the code for the purpose of expanding the Housing Mitigation Fee to include housing impact fees for nonresidential development and rental housing.

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

SECTION 1. SECTION 19.22.035 AMENDED. Section 19.22.035 of Chapter 19.22 (Industrial Zoning Districts) of Title 19 (Zoning) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**19.22.035. Requirements for high-intensity industrial development.**

(a) Purpose. The purpose of this section is to mitigate the ~~housing and~~ traffic impacts of high-intensity industrial development, ~~including the demand for affordable housing created by additional jobs.~~

(b) Applicability. This section applies to high-intensity industrial development in the M-S or M-3 zoning district. High-intensity industrial development means any project that creates new floor area exceeding floor area ratio (FAR) thresholds defined in Table 19.32.020 (Building Height, Lot Coverage and Floor Area Ratio) or exceeding seventy percent FAR in industrial intensification areas defined in Section 19.32.070 (Floor area ratio (FAR).)

~~(c) Housing Mitigation Fee. High-intensity industrial developments are subject to a housing mitigation fee.~~

~~(1) Use of Housing Mitigation Fees. Housing mitigation fees are placed in the city's housing fund and used to support the provision of affordable housing within the city. The provision of housing may include funding the creation or acquisition of new units, providing assistance to potential home buyers, and assisting with the maintenance and rehabilitation of existing units.~~

~~—— (2) Calculation of Fee. The amount of the fee is set by the city fee resolution and is imposed on a per square foot basis for new gross floor area exceeding specified FAR thresholds. For calculation purposes, the floor area allowed is seventy percent FAR for industrial intensification sites or the FAR limitation in Table 19.32.020 (Building Height, Lot Coverage and Floor Area Ratio) for all other industrial sites. The fee amount is calculated as follows:~~

~~(Gross floor area) minus (Floor area allowed) multiplied by (per square foot fee) equals (total housing mitigation fee).~~

~~—— (3) Exemptions to Gross Floor Area. The following areas are exempt from the gross floor area used in housing mitigation fee calculations:~~

~~—— (A) Recreational facilities such as gyms, showers, indoor pools, locker rooms;~~

~~—— (B) Cafeterias, auditoriums, atria or other special presentation rooms not easily converted to work areas;~~

~~—— (C) Architectural design features not utilized for occupancy or storage;~~

~~—— (D) Childcare facilities;~~

~~—— (E) Hazardous materials storage; and~~

~~—— (F) Existing structures that were vacated or demolished no more than twelve months prior to the filing date of the development application.~~

~~—— (4) Timing of Payment. Housing mitigation fees shall be paid prior to issuance of the first grading or building permit for the project. A developer may pay all or a portion of the fee owed at any time prior to issuance of the building permit, at the rate in effect at the time payment is made. For phased projects, the amount due shall be paid on a pro-rata basis across the entire square footage of the approved development, and each portion shall be paid prior to the issuance of any grading or building permit for each phase.~~

~~—— (5) Alternative to Payment. As an alternative to payment of the housing mitigation fee, a developer may request to mitigate the housing impacts through construction of residential units on an appropriate housing site, the dedication of land or the provision of other resources. The director may approve this request if the proposed alternative furthers affordable housing opportunities in the city to an equal or greater extent than payment of the housing mitigation fee.~~

~~—— (6) Adjustments to Mitigation Fee. An adjustment, reduction or waiver of the required housing mitigation fee may be granted at the time the development application is approved under the following circumstances:~~

~~—— (A) Additions to Existing High FAR Buildings. For projects adding square footage to existing structures exceeding FAR thresholds, housing mitigation fees shall be paid only on the additional square footage.~~

~~—— (B) Absence of Nexus. The approving body may waive housing mitigation fees for projects that have no nexus between development impact and housing need. The applicant bears the burden of proof for this finding. If subsequent use or structure changes occur that trigger the need for housing, the waiver is revoked and housing mitigation payment shall be calculated and due at that time. Notice of this waiver, with the condition regarding subsequent use changes, shall be recorded with the county of Santa Clara.~~

(cd) Transportation Demand Management Plan.

(1) Standard M-S and M-3 Floor Area Ratios. Projects requiring a use permit for floor area ratio may be required to submit a transportation demand management (TDM) plan, at the determination of the approving body.

(2) Industrial Intensification Areas. Projects greater than seventy percent in the industrial intensification areas described in Section 19.32.070 (Floor area ratio (FAR)) are required to submit a TDM plan for the entire project site. The TDM plan shall demonstrate that vehicle-trip rates for the project do not exceed the projected trip generation of a seventy percent FAR project.

(3) Green Building Incentives. TDM plans may also be required for projects to use green building incentives, as described in Chapter 19.39 (Green Building Regulations).

SECTION 2. CHAPTER 19.75 ADDED. Chapter 19.75 (Housing Impact Fees) of Title 19 (Zoning) of the Sunnyvale Municipal Code is hereby added to read as follows:

## **Chapter 19.75**

### **HOUSING IMPACT FEES**

**19.75.010. Findings and Purpose.**

**19.75.020. General Applicability.**

**19.75.030. Housing Impact Fees for Nonresidential Development.**

**19.75.040. Housing Impact Fees for Rental Housing.**

**19.75.050. Waiver.**

**19.75.060. Enforcement.**

**19.75.070. Severability.**

**19.75.010. Findings and Purpose.**

(a) Findings. The city council finds that:

(1) Regional housing prices and rents have increased at a significantly higher rate than regional wages;

(2) The lack of affordable housing in Sunnyvale forces many residents to pay a very high percentage of their income for housing and requires many of those employed in the city to commute considerable distances, adding to air pollution and traffic congestion in Sunnyvale and adjacent communities;

(3) New housing developments do not provide enough housing affordable to lower-income households, and continued new development which does not include housing lower-income households will serve to further aggravate the current shortage of affordable housing by reducing the scarce supply of undeveloped land;

(4) Based on a nexus analysis to evaluate the impact of new commercial, industrial, research & development, retail, hotel/motel and market-rate rental housing developments, these new developments generate an increased



demand for affordable housing which must be mitigated through the imposition of housing impact fees; and

(5) Such housing impact fees are a necessary part of the city's efforts to meet the regional housing needs of the Bay Area as required by state law.

(b) Purpose. This chapter requires the payment of housing impact fees for certain types of development to mitigate the impact of nonresidential and residential development on the need for affordable housing in the City of Sunnyvale and to implement the Housing Element of the City's General Plan and California Government Code Section 65583(c), which expresses the state housing policy that requires cities to assist in the development of adequate housing to meet the needs of lower-income households. Housing impact fees are placed in the City's Housing Mitigation Fund and used to support the development of affordable housing within the city.

#### **19.75.020. General Applicability.**

(a) New Construction. Projects that include new nonresidential construction or new market-rate rental housing construction shall be subject to the housing impact fees required in this chapter. Payment of the housing impact fees shall be added as a condition of approval for all development projects subject to this chapter.

(b) Pipeline Projects. The following development projects shall be exempt from payment of the housing impact fees required in this chapter:

(1) Projects for which a development application pursuant to this title has been filed and deemed complete by **[insert effective date of ordinance here]**.

(2) Projects that have received final approval pursuant to this title by **[insert effective date of ordinance here]** and which are subsequently the subject of a pending application for modifications to the approved plans or permit, except that any increase in floor area from the amount already approved shall be subject to the housing impact fees required by this chapter.

(3) Pipeline projects not subject to the new housing impact fees must pay any applicable housing mitigation fees that were in existence at the time the application was deemed complete.

(c) Adoption of Housing Impact Fees. Housing impact fee amounts for each applicable use are established by the fee resolution adopted by the city council, which may be amended from time to time by Council. The fee amounts shall be adjusted annually based on the Consumer Price Index for all urban consumers for the San Francisco-Oakland-San Jose area unless otherwise modified by council. Such fees shall not exceed the cost of mitigating the impact of developments on the need for housing for lower-income households in the city.

(d) Timing of Payment. Housing impact fees shall be paid prior to issuance of the first building permit for the project. A developer may pay all or a portion of the fee owed at any time prior to issuance of the building permit, at the rate in effect at the time payment is made. For phased projects, the amount due shall be paid on a pro rata basis across the entire square footage of the approved



development, and each portion shall be paid prior to the issuance of any building permit for each phase.

**19.75.030. Housing Impact Fees for Nonresidential Development.**

(a) Applicability. Housing impact fees shall be imposed on all new construction of commercial, industrial, research & development, office, retail and hotel/motel development projects, regardless of zoning designation of the project site, unless otherwise exempted under this chapter. A detailed matrix of nonresidential land uses required to pay the housing impact fee is incorporated as part of the fee resolution adopted by Council.

(b) Calculation of Fee. The amount of the fee, as further described in the fee resolution, is imposed on a per square foot basis for net new gross floor area. A reduced fee shall apply to the first 25,000 square feet for commercial, industrial and research & development projects. The formula below shall be used in calculating the amount of the housing impact fee:

(Gross square feet nonresidential floor area) minus  
(existing square feet floor area) multiplied by  
(per square foot fee) equals (total housing impact fee).

(c) Exemptions to Net New Gross Floor Area. The following areas are exempt from the net new gross floor area used in housing impact fee calculations for nonresidential developments:

(1) Any incidental and accessory storage, structures or appurtenances, such as sheds, trash enclosures, ground-mounted equipment enclosures, garden features, trellises or shade structures;

(2) Architectural design features not utilized for occupancy or storage;

(3) For industrial, research & development or office uses:  
(A) Child care facilities for the care of children of onsite employees;

(B) Freestanding amenities buildings for onsite employees with uses such as cafeterias, recreational and athletic facilities, gyms, showers and locker rooms; and

(C) Buildings designed exclusively for the storage of hazardous materials;

(4) Existing square feet floor area of structures that were vacated or demolished no more than twelve months prior to the filing date of the development application.

(d) Alternative to Payment. As an alternative to payment of the housing impact fee, a developer may request to mitigate the housing impacts through construction of affordable residential units on an appropriate housing site, the dedication of land for affordable housing or the provision of other resources to provide affordable housing. The city council may approve this request if the proposed alternative furthers affordable housing opportunities in the city equal to the payment of the housing mitigation fee.

**19.75.040. Housing Impact Fees for Rental Housing.**

(a) Applicability. A housing impact fee shall be imposed for new market-rate rental housing developments in the city of four (4) units or more, unless the applicant elects to provide one of the alternatives listed in subsection (d). For purposes of this chapter, new market-rate housing developments shall include developments that have recorded a condominium map but the developer intends to initially rent the units. In the event the developer has paid the fees and later sells the units within fifty-five (55) years of the fee payment, developer shall receive credit for the housing impact fees paid against the BMR ownership obligations in Chapter 19.67, as further described in the BMR Developer Guidelines.

(b) Calculation of Fee. Developments of eight (8) units or more shall pay the full fee established by Council resolution. Developments consisting of four (4) to seven (7) units shall pay fifty (50) percent of the fee established by Council resolution. The formula below shall be used in calculating the required housing impact fee for new market-rate rental housing developments:

(New habitable square foot area of all market-rate units) minus  
(existing habitable square foot area of all units) multiplied by  
(per square foot fee) equals (total housing impact fee).

(c) Habitable Square Foot Area. Habitable square foot area means the total interior living area of each dwelling unit within a project, and does not include areas outside of the dwelling units such as common areas, corridors, parking facilities, outside storage lockers and shared laundry facilities.

(d) Alternatives In Lieu of Housing Impact Fee. As an alternative to paying the housing impact fee for rental housing developments, an applicant may request to provide affordable units on-site, dedicate land for affordable housing or provide affordable units off-site, as detailed in this section.

(1) On-site units. An applicant may request to provide a certain number of the rental units in the residential project at rents affordable to very-low income households or low income households, or a combination of both very-low income and low income units. The number of affordable rental units shall provide equivalent mitigation of the project's impact on the need for affordable housing as set forth in the fee resolution. The request to provide on-site units may be granted by the director.

(2) Off-site units or dedication of land. As an additional alternative, the applicant may request to designate affordable units in an off-site location or to dedicate land for the construction of affordable units. The city priority shall be for a location that is accessible to public transit. Any off-site units shall be either new or renovated to near-new conditions. Such requests shall be granted in the sole discretion of the city council if the city council determines that the proposed alternative will mitigate the impact of the project on the need for affordable housing.

(3) In calculating the number of required affordable rental units either on-site or off-site, any fraction of a whole unit shall be satisfied by either developing one additional affordable unit or by paying the remaining fee amount as further described in the fee resolution.

(4) All affordable units developed either on-site or off-site must remain affordable for a minimum period of fifty-five (55) years.

(5) To ensure compliance with the Costa-Hawkins Rental Housing Act and City requirements, the applicant must enter into an Affordable Housing Developer Agreement with the City to be recorded against the property prior to recordation of a final or parcel map or issuance of any building permit, acknowledging that the affordable units or land dedication are provided in consideration for a direct financial contribution from the city in the form of a waiver of the housing impact fee. The affordable units shall be administered in accordance with Chapter 19.69 and the Affordable Housing Developer Guidelines.

**19.75.050. Waiver.**

Notwithstanding any other provision of this chapter, the requirement to pay the housing impact fee may be waived, adjusted or reduced by the city council if an applicant shows, based on substantial evidence, that there is no reasonable relationship between the impact of the proposed development and the requirement to pay the housing impact fee, or that applying the requirements of this chapter would take property in violation of the United States Constitution or California Constitution or would result in any other unconstitutional result.

**19.75.060. Enforcement.**

The provisions of this chapter shall apply to all agents, successors and assigns of an applicant proposing or constructing a development governed by this chapter. The city may institute any appropriate legal actions or proceedings necessary to ensure compliance herewith, including but not limited to, actions to revoke, deny or suspend any permit, including a development approval, building permit or certificate of occupancy. The city shall be entitled to costs and expenses for enforcement of the provisions of this chapter, or any agreement pursuant thereto, as awarded by the court, including reasonable attorneys' fees.

**19.75.070. Severability.**

If any portion of this chapter is held to be invalid, unconstitutional, or unenforceable by a court of competent jurisdiction, that decision will not affect the validity of the remaining portions of this zoning code. The city council declares that this chapter and each portion would have been adopted without regard to whether any portion of this chapter would be later declared invalid, unconstitutional, or unenforceable.

**SECTION 3. CEQA - EXEMPTION.** The City Council finds, pursuant to Title 14 of the California Code of Regulations, Section 15378(b)(4), that adoption of this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) because it

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

SECTION 4. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days from and after the date of its adoption.

SECTION 5. POSTING AND PUBLICATION. The City Clerk is directed to cause copies of this ordinance to be posted in three (3) prominent places in the City of Sunnyvale and to cause publication once in The Sun, the official publication of legal notices of the City of Sunnyvale, of a notice setting forth the date of adoption, the title of this ordinance, and a list of places where copies of this ordinance are posted, within fifteen (15) days after adoption of this ordinance.

Introduced at a regular meeting of the City Council held on \_\_\_\_\_, 2015, and adopted as an ordinance of the City of Sunnyvale at a regular meeting of the City Council held on \_\_\_\_\_, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

\_\_\_\_\_  
City Clerk  
Date of Attestation: \_\_\_\_\_

\_\_\_\_\_  
Mayor

(SEAL)

APPROVED AS TO FORM:

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

RESOLUTION NO. \_\_\_\_-15

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SUNNYVALE ADOPTING HOUSING IMPACT FEES FOR  
NONRESIDENTIAL DEVELOPMENTS**

WHEREAS, to mitigate the impact of high-intensity industrial development on the need for affordable housing within its boundaries, in 1983 the City created housing mitigation fees for certain employment-generating high-intensity industrial development in the M-S and M-3 zoning districts in accordance with Sunnyvale Municipal Code section 19.22.035; and

WHEREAS, in 2009, Council directed staff to study the possible expansion and/or increase of the City's housing mitigation fee as part of the 2009-2014 Housing Element implementation plan in order to meet the diverse needs of Sunnyvale's households of all income levels and to meet the regional housing needs as required by state law; and

WHEREAS, the current shortage of affordable housing has caused many lower- and middle-wage workers to commute longer distances from less expensive areas resulting in increased traffic in the City, and has also caused local residents' housing costs to increase due to high levels of demand for existing housing resulting in a severe housing cost burden for many residents; and

WHEREAS, to further implement the affordable housing goals, objectives, policies and programs of the City's 2009-2014 Housing Element and those of the recently adopted 2015-2023 Housing Element update, and to ensure that the housing impact fees adopted hereunder do not exceed the actual affordable housing impacts attributable to the development projects to which the fees relate, the City has received and considered a report from Economic & Planning Systems, Inc. ("EPS") dated September 8, 2014, entitled "Housing Mitigation Nexus and Fee Study" (the "Nexus Study"); and

WHEREAS, the Nexus Study documented a reasonable relationship between the need for new nonresidential development and the need for additional affordable housing; and

WHEREAS, the Nexus Study demonstrated that to fully mitigate the impacts of new nonresidential development on the need for affordable housing, the maximum nexus-supported housing impact fees would be equivalent to \$295 per square foot for retail & restaurants, \$114 per square foot for office, industrial and research & development, and \$76 per square foot for lodging developments (i.e., hotels and motels); and

WHEREAS, to ensure that nonresidential projects remain economically feasible, the adopted housing impact fees are lower than the amount needed to fully mitigate the impacts for each type of nonresidential development, as shown in the Nexus Study; and

WHEREAS, to encourage and support small business development, the adopted housing impact fees assessed on commercial, industrial and research & development projects shall be half the fee amount for the first 25,000 square feet; and

WHEREAS, after multiple community outreach meetings, Council study sessions and City commission meetings, the Council considered the Nexus Study and various staff reports at a public hearing on December 9, 2014, and directed staff to draft a Nonresidential Development Housing Impact Fees Ordinance and Resolution for Council adoption; and

WHEREAS, the Council desires to expand its existing housing impact fees for nonresidential development and to adopt the housing impact fees by resolution as authorized by section 19.75.030 of the Housing Impact Fees Ordinance, which fees do not exceed the justified fees needed to mitigate the actual affordable housing impacts attributable to the development projects to which the fees relate, as determined by the Nexus Study; and

WHEREAS, section 19.75.030 of the Housing Impact Fees Ordinance also allows the Council to adopt by resolution a standardized list of specific uses subject to the housing impact fees as well as uses exempt from the payment of housing impact fees, and the Council desires to do so; and

WHEREAS, the use of the Housing Impact Fees will be restricted to mitigating the affordable housing impacts of nonresidential developments and will be deposited into the City's Housing Mitigation Fund to be used for affordable housing programs and projects; and

WHEREAS, at least ten days prior to the date this resolution is being considered, data was made available to the public indicating the amount of cost, or estimated cost, required to provide the service for which the fee or service charge is levied and the revenue sources anticipated to provide the service, including general fund revenues in accordance with Government Code Section 66019; and

WHEREAS, notice of these fees have been given to all requestors in accordance with Government Code Section 66019; and

WHEREAS, notice of the hearing on the proposed fees was published twice in the manner set forth in section 6062a of the Government Code and was otherwise given in the manner required by law.

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

1. The foregoing recitals are true and correct and incorporated into this resolution by this reference.

2. The Council hereby adopts the housing impact fees for nonresidential development projects shown on Exhibit "A", attached hereto and incorporated by reference herein.

3. The Council hereby adopts the “Nonresidential Land Use Matrix” set forth in Exhibit “B”, attached hereto and incorporated by reference herein.

4. The Council further finds that all of the housing impact fees adopted pursuant to this Resolution do not exceed the actual affordable housing impacts of the development projects to which those housing impact fees relate, as further set forth in the Nexus Study.

5. The housing impact fees and land use matrix are adopted in conjunction with the Housing Impact Fee Ordinance and shall become effective 60 days from and after the date of adoption of this Resolution if the Housing Impact Fee Ordinance is also adopted and effective at that time.

6. Staff shall return to the City Council within two years after adoption to reevaluate and possibly modify the housing impact fee.

7. Any judicial action or proceeding to attack, review, set aside, void or annul this resolution shall be brought within the 120-day time period as established by Government Code section 66022.

Adopted by the City Council at a regular meeting held on \_\_\_\_\_, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

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

## **EXHIBIT A**

### **Housing Impact Fees for Nonresidential Development**

Nonresidential Development: Industrial, office, research & development	\$7.50 per net new sq. ft. for the first 25,000 sq.ft. \$15.00 per net new sq. ft. after 25,000 sq. ft.
Nonresidential Development: Retail, hotels/motels	\$7.50 per net new sq. ft.

### **Housing Mitigation Fees for Pipeline Projects**

Pipeline Projects subject to housing mitigation fees under former SMC 19.22.035:  Complete development applications prior to effective date of new Housing Impact Fee Ordinance.	\$9.74 per sq. ft.
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**\*All fees will be adjusted annually based on the Consumer Price Index for all urban consumers for the San Francisco-Oakland-San Jose area**



## EXHIBIT B

LAND USES	HOUSING IMPACT FEE
<b>A. RESIDENTIAL</b>	
1. Single-family dwelling	RESIDENTIAL - NO FEE
2. Two-family dwelling	RESIDENTIAL - NO FEE
3. Multi-family dwellings	RESIDENTIAL - NO FEE
4. Mobilehome park	RESIDENTIAL - NO FEE
5. Single-room occupancy (SRO) facilities	RESIDENTIAL - NO FEE
6. Live/work unit	RESIDENTIAL - NO FEE
7. Residential care facility, 6 or fewer residents	RESIDENTIAL - NO FEE
8. Residential care facility, 7 or more residents	RESIDENTIAL - NO FEE
9. Boarding house	RESIDENTIAL - NO FEE
10. Emergency shelter	RESIDENTIAL - NO FEE
<b>B. CHILD AND ADULT DAY CARE</b>	
11. Child care center	EXEMPT
12. Adult day care center	EXEMPT
<b>C. EDUCATION, RECREATION AND PLACES OF ASSEMBLY</b>	
13. Education- primary and high school	EXEMPT
14. Education- institution of higher learning	EXEMPT
15. Education- recreation and enrichment	EXEMPT
16. Recreational and athletic facility	EXEMPT
17. Private nonprofit recreation( <i>need to rephrase</i> )	EXEMPT
18. Place of assembly -business serving	EXEMPT
19. Place of assembly-community serving*	EXEMPT
<b>D. COMMERCIAL RETAIL AND SERVICE</b>	
19. Retail sales (excluding types listed individually below)	RETAIL/HOTEL/MOTEL
19a. With drive-through	RETAIL/HOTEL/MOTEL
20. Shopping center	RETAIL/HOTEL/MOTEL
21. Liquor store	RETAIL/HOTEL/MOTEL
22. Animal-related uses( <i>need to rephrase</i> )	RETAIL/HOTEL/MOTEL
23. Retail service, light	RETAIL/HOTEL/MOTEL
24. Retail service, heavy	RETAIL/HOTEL/MOTEL
25. Financial institution	RETAIL/HOTEL/MOTEL
25a. With drive through	RETAIL/HOTEL/MOTEL
26. Hotel	RETAIL/HOTEL/MOTEL
27. Gasoline station	RETAIL/HOTEL/MOTEL
28. Vehicle sales, retail or vehicle rental	RETAIL/HOTEL/MOTEL
29. Vehicle sales, wholesale or autobroker	RETAIL/HOTEL/MOTEL
30. Sale or rental of heavy equipment or machinery	RETAIL/HOTEL/MOTEL
31. Vehicle service and repair	RETAIL/HOTEL/MOTEL
32. Car wash	RETAIL/HOTEL/MOTEL
<b>E. RESTAURANT AND ENTERTAINMENT</b>	
33. Restaurant, with or without beer and wine	RETAIL/HOTEL/MOTEL
33a. With general liquor	RETAIL/HOTEL/MOTEL
33b. With drive-through	RETAIL/HOTEL/MOTEL
33c. With entertainment	RETAIL/HOTEL/MOTEL
34. Take-out only restaurant	RETAIL/HOTEL/MOTEL
35. Nightclub, bar or entertainment use	RETAIL/HOTEL/MOTEL
36. Adult business	RETAIL/HOTEL/MOTEL
<b>F. INDUSTRIAL, MANUFACTURING AND WAREHOUSING</b>	

37. Heavy industrial	OFFICE/INDUSTRIAL/R&D
38. Light industrial	OFFICE/INDUSTRIAL/R&D
39. Hazardous waste management facility	OFFICE/INDUSTRIAL/R&D
40. Warehousing or commercial storage	OFFICE/INDUSTRIAL/R&D
41. Distribution Center	OFFICE/INDUSTRIAL/R&D
42. Self storage	EXEMPT
<b>G. OFFICE AND MEDICAL</b>	
43. Professional office or medical office	OFFICE/INDUSTRIAL/R&D
44. Corporate office or research and development office	OFFICE/INDUSTRIAL/R&D
45. R&D office of explosives or propellants	OFFICE/INDUSTRIAL/R&D
46. Medical clinic	OFFICE/INDUSTRIAL/R&D
47. Assisted Living	EXEMPT
48. Convalescent hospital	EXEMPT
49. Hospital	EXEMPT
<b>H. AGRICULTURAL AND RESOURCE</b>	
50. Agricultural use	EXEMPT
51. Salt evaporation pond	EXEMPT
<b>I. PUBLIC</b>	
52. Public use	EXEMPT
<b>J. OTHER USES</b>	
53. Stand-alone parking structures and surface lots	EXEMPT
<i>*Includes community centers, places of worship, fraternal lodges, etc</i>	

## DOWNTOWN SPECIFIC PLAN

LAND USES	HOUSING IMPACT FEE
<b>Detailed Description of Allowable Development by Block</b>	
<b>A. RESIDENTIAL</b>	
1. Single-family dwelling	RESIDENTIAL - NO FEE
2. Two-family dwelling	RESIDENTIAL - NO FEE
3. Multiple-family dwellings	RESIDENTIAL - NO FEE
4. Mobilehome park	RESIDENTIAL - NO FEE
5. Single room occupancy (SRO) facilities	RESIDENTIAL - NO FEE
6. Live/work unit	RESIDENTIAL - NO FEE
7. Shared living, small	RESIDENTIAL - NO FEE
8. Shared living, large	RESIDENTIAL - NO FEE
9. Emergency shelter	RESIDENTIAL - NO FEE
<b>B. CHILD AND ADULT DAY CARE</b>	
10. Child care center	EXEMPT
11. Adult day care center	EXEMPT
<b>C. EDUCATION, RECREATION AND PLACES OF ASSEMBLY</b>	
12. Education- primary and high school	EXEMPT
13. Education- institution of higher learning	EXEMPT
14. Education- recreation and enrichment	EXEMPT
15. Recreational and athletic facility	EXEMPT
16. Private nonprofit recreation	EXEMPT
17. Place of assembly -business serving	EXEMPT
18. Place of assembly-community serving*	EXEMPT
<b>D. COMMERCIAL RETAIL AND SERVICE</b>	
19. Retail sales (excluding types listed below)	RETAIL/HOTEL/MOTEL
19a. With drive-through	RETAIL/HOTEL/MOTEL
20. Shopping Center	RETAIL/HOTEL/MOTEL

21. Gasoline station	RETAIL/HOTEL/MOTEL
22. Liquor store	RETAIL/HOTEL/MOTEL
23. Vehicle sales or rental, retail	RETAIL/HOTEL/MOTEL
24. Autobroker or vehicle sales, wholesale	RETAIL/HOTEL/MOTEL
25. Sale or rental of heavy equipment or machinery	RETAIL/HOTEL/MOTEL
26. Animal-related Uses	RETAIL/HOTEL/MOTEL
27. Retail service use, light	RETAIL/HOTEL/MOTEL
28. Retail service use, heavy	RETAIL/HOTEL/MOTEL
29. Financial institution	RETAIL/HOTEL/MOTEL
29a. With drive through	RETAIL/HOTEL/MOTEL
30. Hotel	RETAIL/HOTEL/MOTEL
31. Vehicle service and repair	RETAIL/HOTEL/MOTEL
32. Car wash	RETAIL/HOTEL/MOTEL
<b>E. RESTAURANT AND ENTERTAINMENT</b>	
33. Restaurant, with or without beer and wine	RETAIL/HOTEL/MOTEL
33a. With general liquor or entertainment use	RETAIL/HOTEL/MOTEL
33b. With drive through	RETAIL/HOTEL/MOTEL
34. Take-out only restaurant	RETAIL/HOTEL/MOTEL
35. Nightclub, bar or entertainment use	RETAIL/HOTEL/MOTEL
36. Adult business	RETAIL/HOTEL/MOTEL
<b>F. INDUSTRIAL, MANUFACTURING AND WAREHOUSING</b>	
37. Heavy industrial	OFFICE/INDUSTRIAL/R&D
38. Light industrial	OFFICE/INDUSTRIAL/R&D
39. Hazardous waste management facility	OFFICE/INDUSTRIAL/R&D
40. Warehousing or commercial storage	OFFICE/INDUSTRIAL/R&D
41. Distribution center	OFFICE/INDUSTRIAL/R&D
42. Self storage	EXEMPT
<b>G. OFFICE AND MEDICAL</b>	

43. Professional office or medical office	OFFICE/INDUSTRIAL/R&D
44. Corporate office or research and development office	OFFICE/INDUSTRIAL/R&D
45. R&D office of explosives or propellants	OFFICE/INDUSTRIAL/R&D
46. Medical clinic	OFFICE/INDUSTRIAL/R&D
47. Convalescent hospital	EXEMPT
48. Hospital	EXEMPT
<b>H. AGRICULTURAL AND RESOURCE-RELATED USES</b>	
49. Agricultural use	EXEMPT
50. Salt evaporation pond	EXEMPT
<b>I. PUBLIC USES</b>	
51. Public use	EXEMPT
<b>J. OTHER USES</b>	
52. Stand-alone parking structures and surface lots	EXEMPT

*\*Includes community centers, places of worship, fraternal lodges, etc*

<b>MOFFETT PARK SPECIFIC PLAN</b>	
<b>LAND USES</b>	<b>HOUSING IMPACT FEE</b>
<b>A. RESIDENTIAL</b>	
1. Single-family dwelling	RESIDENTIAL - NO FEE
2. Two-family dwelling	RESIDENTIAL - NO FEE
3. Multiple-family dwellings	RESIDENTIAL - NO FEE
4. Mobilehome park	RESIDENTIAL - NO FEE
5. Single room occupancy (SRO) facilities	RESIDENTIAL - NO FEE
6. Live/work unit	RESIDENTIAL - NO FEE
7. Shared living, small	RESIDENTIAL - NO FEE
8. Shared living, large	RESIDENTIAL - NO FEE
9. Emergency shelter	RESIDENTIAL - NO FEE
<b>B. CHILD AND ADULT DAY CARE</b>	
10. Child care center	EXEMPT
11. Adult day care center	EXEMPT
<b>C. EDUCATION, RECREATION AND PLACES OF ASSEMBLY</b>	
12. Education- primary and high school	EXEMPT
13. Education- institution of higher learning	EXEMPT
14. Education- recreation and enrichment	EXEMPT
15. Recreational and athletic facility	EXEMPT
16. Private nonprofit recreation	EXEMPT
17. Place of assembly -business serving	EXEMPT
18. Place of assembly-community serving	EXEMPT
<b>D. COMMERCIAL RETAIL AND SERVICE</b>	
19. Retail sales, individual tenants space	RETAIL/HOTEL/MOTEL
19a. With drive-through	RETAIL/HOTEL/MOTEL
20. Retail sales, individual tenant space over	RETAIL/HOTEL/MOTEL
20a. With drive-through	RETAIL/HOTEL/MOTEL
21. Shopping Center	RETAIL/HOTEL/MOTEL
22. Gasoline station	RETAIL/HOTEL/MOTEL
23. Liquor store	RETAIL/HOTEL/MOTEL
24. Vehicle sales or rental, retail	RETAIL/HOTEL/MOTEL
25. Autobroker or vehicle sales, wholesale	RETAIL/HOTEL/MOTEL
26. Heavy machinery sales or rental	RETAIL/HOTEL/MOTEL
27. Animal-related Uses	RETAIL/HOTEL/MOTEL
28. Retail service - primarily serving business	RETAIL/HOTEL/MOTEL

29. Retail service not primarily serving	RETAIL/HOTEL/MOTEL
30. Financial institution	RETAIL/HOTEL/MOTEL
30a. With drive through	RETAIL/HOTEL/MOTEL
31. Hotel	RETAIL/HOTEL/MOTEL
32. Vehicle service and repair	RETAIL/HOTEL/MOTEL
33. Car wash	RETAIL/HOTEL/MOTEL
<b>E. RESTAURANT AND ENTERTAINMENT</b>	
34. Restaurant, with or without beer and wine	RETAIL/HOTEL/MOTEL
34a. With general liquor, entertainment	RETAIL/HOTEL/MOTEL
34b. With drive-through	RETAIL/HOTEL/MOTEL
35. Take-out only restaurant	RETAIL/HOTEL/MOTEL
36. Nightclub, bar or entertainment use	RETAIL/HOTEL/MOTEL
37. Adult business	RETAIL/HOTEL/MOTEL
<b>F. INDUSTRIAL, MANUFACTURING AND WAREHOUSING</b>	
38. Heavy industrial	OFFICE/INDUSTRIAL/R&D
39. Light industrial	OFFICE/INDUSTRIAL/R&D
40. Hazardous waste management facility	OFFICE/INDUSTRIAL/R&D
41. Warehousing or commercial storage	OFFICE/INDUSTRIAL/R&D
42. Distribution center	OFFICE/INDUSTRIAL/R&D
43. Self storage	EXEMPT
<b>G. OFFICE AND MEDICAL</b>	
44. Professional office	OFFICE/INDUSTRIAL/R&D
45. Medical office / medical clinic	OFFICE/INDUSTRIAL/R&D
46. Corporate office or research and	OFFICE/INDUSTRIAL/R&D
47. R&D office of explosives or propellants	OFFICE/INDUSTRIAL/R&D
48. Convalescent hospital	EXEMPT
49. Hospital	EXEMPT
<b>H. AGRICULTURAL AND RESOURCE</b>	
50. Agricultural use	EXEMPT
51. Salt evaporation pond	EXEMPT
<b>I. PUBLIC USES</b>	
52. Public uses	EXEMPT
<b>J. OTHER USES</b>	
53. Stand-alone parking structures and	EXEMPT

<b>COMMERCIAL ZONING DISTRICTS</b>	<b>C-1</b>	<b>C-2</b>	<b>C-3</b>	<b>C-4</b>	<b>HOUSING IMPACT FEE</b>
<b><i>1. Retail Commercial</i></b>					
<b>A. Bakeries</b>	P	P	P	P	RETAIL/HOTEL/MOTEL
<b>B. Drive-through retail sales businesses, except restaurants</b>	UP	UP	UP	N	RETAIL/HOTEL/MOTEL
<b>C. Retail sales businesses</b>	P	P	P	N	RETAIL/HOTEL/MOTEL
<b>D. Outside display of merchandise or products in connection with a retail sales business</b>	MPP	MPP	MPP	N	n.a.
<b>E. Donation centers for used goods</b>	MPP	MPP	MPP	MPP	RETAIL/HOTEL/MOTEL
<b>F. Retail liquor stores within 200 feet of public schools</b>	N	P	P	P	RETAIL/HOTEL/MOTEL
<b>G. Retail liquor stores outside 200 feet of public schools</b>	P	P	P	P	RETAIL/HOTEL/MOTEL
<b><i>2. Service Commercial</i></b>					
<b>A. Bulk sale of building and construction materials, feed, fertilizers, soil conditioners and fuel (except motor vehicle fuel)</b>	N	N	N	UP	OFFICE/INDUSTRIAL/R&D
<b>B. Commercial storage</b>	N	N	N	MPP	OFFICE/INDUSTRIAL/R&D
<b>C. Crafts shops such as cabinetmakers, upholsterers, taxidermists, etc.</b>	N	N	N	MPP	OFFICE/INDUSTRIAL/R&D
<b>D. Custom fabricators</b>	N	N	N	MPP	OFFICE/INDUSTRIAL/R&D
<b>E. Livestock or poultry housing or sales</b>	N	N	N	N	n.a.
<b>F. Open or unenclosed storage ancillary to a permitted use (screened from public view)</b>	P	P	P	P	n.a.
<b>G. Outdoor storage of materials or supplies ancillary to a permitted use, not screened from public right-of-way</b>	N	N	N	MPP	n.a.
<b>H. Printers, copiers, and engravers using chemical processes</b>	N	N	N	MPP	OFFICE/INDUSTRIAL/R&D
<b>I. Repair shops for household appliances and apparel</b>	P	P	P	P	OFFICE/INDUSTRIAL/R&D
<b>J. Retail service uses such as copiers, locksmiths, and engravers not using chemical processes</b>	P	P	P	P	OFFICE/INDUSTRIAL/R&D
<b>K. Self storage “mini warehousing”</b>	N	UP	UP	MPP	EXEMPT



<b>L. Trailer, automobile, boat, motorcycle and truck services and repairs</b>	N	UP	UP	MPP	OFFICE/INDUSTRIAL/R&D
<b>3. Personal Service</b>					
<b>A. Child care centers with occupancy of 30 or fewer persons</b>	MPP	UP	UP	UP	EXEMPT
<b>B. Child care centers with occupancy of 31 or more persons</b>	UP	UP	UP	UP	EXEMPT
<b>C. Laundry, cleaning business, self-operated laundries, and dry cleaners</b>	UP	UP	UP	MPP	RETAIL/HOTEL/MOTEL
<b>D. Personal service businesses not otherwise specified</b>	P	P	P	UP	RETAIL/HOTEL/MOTEL
<b>4. Eating/Drinking Establishments</b>					
<b>A. Drive-through restaurants</b>	UP	UP	N	N	RETAIL/HOTEL/MOTEL
<b>B. Nightclubs and cocktail lounges, where alcoholic beverages are sold and consumed</b>	UP	UP	P	N	RETAIL/HOTEL/MOTEL
<b>C. Restaurants and fast food restaurants that may have on sale beer and wine alcohol beverage service</b>	MPP	MPP	MPP	MPP	RETAIL/HOTEL/MOTEL
<b>D. Restaurants and fast food restaurants that have on sale general alcoholic beverage service</b>	UP	UP	UP	UP	RETAIL/HOTEL/MOTEL
<b>5. Automotive</b>					
<b>A. Automotive service stations:</b>	UP	UP	UP	UP	RETAIL/HOTEL/MOTEL
1. Retail sales of groceries at permitted stations	MPP	MPP	MPP	MPP	RETAIL/HOTEL/MOTEL
2. Retail sale of beer and wine at permitted stations	UP	UP	UP	UP	RETAIL/HOTEL/MOTEL
<b>B. Car wash facilities</b>	N	UP	UP	UP	RETAIL/HOTEL/MOTEL
<b>C. Automobile/Vehicle repair</b>	N	UP	UP	UP	RETAIL/HOTEL/MOTEL
<b>D. Automotive broker for 3 or fewer vehicles on site</b>	N	MPP	MPP	MPP	RETAIL/HOTEL/MOTEL
<b>E. New or used vehicle sales</b>	N	UP	UP	N	RETAIL/HOTEL/MOTEL
<b>6. Education, Recreation, and Places of Assembly</b>					
<b>A. Education—Recreation and enrichment</b>	MPP	MPP	MPP	N	EXEMPT
<b>B. Education—Primary and high school</b>	UP	UP	UP	N	EXEMPT
<b>C. Education—Institution of higher learning</b>	UP	UP	UP	N	EXEMPT

<b>D. Recreational and athletic facilities</b>	UP	UP	UP	N	EXEMPT
<b>E. Places of assembly—Business serving</b>	UP	UP	UP	UP	EXEMPT
<b>F. Places of assembly—Community serving</b>	UP	UP	UP	N	EXEMPT
<b>G. Cardrooms</b>	N	N	N	N	n.a.
<b>H. Entertainment establishments</b>	UP	UP	UP	N	RETAIL/HOTEL/MOTEL
<b>7. Office</b>					
<b>A. Ground floor dependent office less than 1,000 square feet</b>	P	P	P	MPP	OFFICE/INDUSTRIAL/R&D
<b>B. Ground floor dependent office greater than 1,000 square feet</b>	MPP	MPP	MPP	UP	OFFICE/INDUSTRIAL/R&D
<b>C. Office not located on the ground floor</b>	P	P	P	P	OFFICE/INDUSTRIAL/R&D
<b>D. Financial institutions</b>	MPP	MPP	MPP	UP	RETAIL/HOTEL/MOTEL
<b>E. Research and development office</b>	N	N	N	N	OFFICE/INDUSTRIAL/R&D
<b>F. Medical clinics</b>	MPP	MPP	MPP	UP	OFFICE/INDUSTRIAL/R&D
<b>8. Public Facilities</b>					
<b>A. Bus terminals and other public transportation facilities</b>	UP	UP	UP	UP	EXEMPT
<b>B. Public utility buildings and service facilities</b>	UP	UP	UP	UP	EXEMPT
<b>9. Residential/Boarding/Lodging</b>					
<b>A. Hotel or motel</b>	N	UP	UP	N	RETAIL/HOTEL/MOTEL
<b>B. Residential uses</b>	UP	UP	UP	N	EXEMPT
<b>C. Single room occupancy living facilities</b>	N	UP	UP	N	EXEMPT
<b>D. Single room occupancy residential hotels</b>	N	UP	UP	N	EXEMPT
<b>10. Other</b>					
<b>A. Any use which is obnoxious, offensive or creates a nuisance</b>	N	N	N	N	n.a.
<b>B. Adult business establishments</b>	N	N	N	N	n.a.
<b>C. Assembly, compounding, manufacture or processing of merchandise or products are customarily incidental or essential to permitted retail commercial and service uses</b>	N	N	N	UP	OFFICE/INDUSTRIAL/R&D
<b>D. Massage establishments</b>	P	P	P	P	RETAIL/HOTEL/MOTEL

<b>E.</b> Recycling centers	UP	UP	UP	UP	OFFICE/INDUSTRIAL/R&D
<b>F.</b> Sale or rental of utility trailers, heavy equipment or machinery	N	N	N	UP	RETAIL/HOTEL/MOTEL
<b>G.</b> Storage or parking of commercial, industrial or public utility vehicles	N	N	N	N	n.a.
<b>H.</b> Wholesale storage or warehousing of merchandise or products within a building or premises	N	N	N	P UP	OFFICE/INDUSTRIAL/R&D
<b>I.</b> Facilities for storage of recreational vehicles	N	N	N	MPP	n.a.
<b>J.</b> Animal hospitals and clinics	UP	UP	UP	UP	RETAIL/HOTEL/MOTEL
<b>K.</b> Medical marijuana distribution facility	N	N	N	N	n.a.
<b>L.</b> Payday lending establishment	N	MPP	N	N	RETAIL/HOTEL/MOTEL

RESIDENTIAL ZONING DISTRICTS		R-0/R-1	R-1.5	R-1.7/PD	R-2	R-3	R-4	R-5	R-MH	HOUSING IMPACT FEE
1	<b>Residential</b>									
A.	Single-family dwellings	P	P	SDP	P	UP	UP	UP	P	EXEMPT
B.	Single room occupancy (SRO) facilities	N	N	N	N	N	UP	UP	N	EXEMPT
C.	Two-family dwelling (duplex)	N	UP	SDP	P	P	P	UP	P	EXEMPT
D.	Multiple-family dwellings (3 to 50 units)	N	N	N	P	P	P	P	P	EXEMPT
E.	Multiple-family dwellings (over 50 units)	N	N	N	UP	UP	UP	UP	UP	EXEMPT
F.	Boarding for less than 3 persons	P	P	P	P	P	P	P	P	EXEMPT
G.	Facilities caring for 6 or fewer persons, as declared by state to be residential use	P	P	SDP	P	UP	UP	UP	P	n.a.
H.	Residential mobilehome park site	N	N	N	N	N	N	N	P	EXEMPT
2	<b>Agricultural Uses</b>									
A.	Agricultural homes, buildings and uses	UP	UP	SDP	UP	UP	UP	UP	UP	EXEMPT
3	<b>Education, Recreation and Places of Assembly</b>									
A.	Education –Recreation and Enrichment	N	N	N	N	N	N	N	N	EXEMPT
B.	Education – Primary and High School	UP	UP	SDP	UP	UP	UP	UP	UP	EXEMPT
C.	Education – Institution of Higher Learning	N	N	N	N	N	N	N	N	EXEMPT
D.	Recreational and Athletic Facilities	N	N	N	N	N	N	N	N	EXEMPT
E.	Places of Assembly – Business Serving	N	N	N	N	N	N	N	N	EXEMPT
F.	Places of Assembly – Community Serving	UP	UP	SDP	UP	UP	UP	UP	UP	EXEMPT
G.	Private Parks, Playgrounds and Recreation (not open to general public)	UP	UP	SDP	UP	UP	UP	UP	UP	EXEMPT
H.	Public Parks and Playgrounds	P	P	P	P	P	P	P	P	EXEMPT
4	<b>Commercial Uses</b>									
A.	Child care/day care center/nursery schools	UP	UP	SDP	UP	UP	UP	UP	P	EXEMPT
B.	Cardrooms	N	N	N	N	N	N	N	N	n.a.
C.	Hotels or motels	N	N	N	N	N	N	UP	N	RETAIL/HOTEL/MOTEL
D.	Rest homes	UP	UP	N	UP	UP	UP	UP	N	EXEMPT
5	<b>Accessory Uses</b>									
A.	Accessory living units	MPP	N	N	MPP	N	N	N	N	EXEMPT
B.	Accessory structures	See Chapter 19.40	See Chapter 19.40	See Chapter 19.40	See Chapter 19.40	MPP	MPP	MPP	MPP	n.a.
C.	Retail, if incidental to other permitted uses and combined with residential use	N	N	N	N	UP	UP	UP	UP	RETAIL/HOTEL/MOTEL
D.	Storage or parking of commercial, industrial or public utility vehicles	N	N	N	N	N	N	N	N	n.a.
6	<b>Temporary Uses</b>									
A.	Residential sales office for new on-site housing development	MPP	MPP	MPP	MPP	MPP	MPP	MPP	MPP	n.a.
B.	Construction yard	MPP	MPP	MPP	MPP	MPP	MPP	MPP	MPP	n.a.
7	<b>Other Uses</b>									
A.	Administrative, professional and medical offices, and medical clinics	UP	UP	UP	UP	UP	UP	UP	N	OFFICE/INDUSTRIAL/R&D
B.	Adult business establishments	N	N	N	N	N	N	N	N	RETAIL/HOTEL/MOTEL
C.	Electric distribution substations	UP	UP	SDP	UP	UP	UP	UP	UP	n.a.
D.	Electric transmission substations	N	N	N	N	N	N	N	N	n.a.
E.	Massage establishments	N	N	N	N	N	N	N	N	n.a.
F.	Public service buildings and accessory uses	UP	UP	SDP	UP	UP	UP	UP	UP	EXEMPT
G.	Public utility buildings and service facilities	UP	UP	SDP	UP	UP	UP	UP	UP	EXEMPT
H.	Recycling centers	N	N	N	N	N	N	UP	N	n.a.
I.	Storage of materials, supplies or equipment used for nonresidential purposes	N	N	N	N	N	N	N	N	n.a.
J.	Storage of materials or equipment between the face of the main building and a street unless fully screened from view	N	N	N	N	N	N	N	N	n.a.
K.	Any use which is obnoxious, offensive or creates a nuisance	N	N	N	N	N	N	N	N	n.a.
L.	Automobile/vehicle repair	N	N	N	N	N	N	N	N	n.a.
M.	Manufacture of biodiesel fuel	N	N	N	N	N	N	N	N	n.a.
N.	Medical marijuana distribution facility	N	N	N	N	N	N	N	N	n.a.
O.	Payday lending establishment	N	N	N	N	N	N	N	N	n.a.

OFFICE AND PUBLIC FACILITIES ZONING DISTRICTS	O	P-F	HOUSING IMPACT FEE
<b>1. Office/Care Facilities</b>			
A. Administrative, professional, medical, and research and development offices	P	UP	OFFICE/INDUSTRIAL/R&D
B. Medical clinics	MPP	UP	OFFICE/INDUSTRIAL/R&D
C. Financial institutions such as banks and savings and loan associations	MPP	N	RETAIL/HOTEL/MOTEL
D. Hospitals	N	UP	EXEMPT
E. Rest homes and convalescent hospitals	UP	UP	EXEMPT
<b>2. Public Facilities</b>			
A. Buildings and facilities used by government agencies for government purposes	UP	P	EXEMPT
B. Buildings and facilities used by federal, state or local government agencies (except city of Sunnyvale), for nongovernmental purposes	UP	UP	EXEMPT
C. Public service buildings and accessory uses	UP	UP	EXEMPT
D. Public utility buildings and service facilities	UP	UP	EXEMPT
<b>3. Personal Service</b>			
A. Child care centers with occupancy of 30 or fewer persons	UP	MPP	EXEMPT
B. Child care centers with occupancy of 31 or more persons	UP	UP	EXEMPT
<b>4. Education, Recreation and Places of Assembly</b>			
A. Education – Recreation and Enrichment	N	UP	EXEMPT
B. Education – Primary and High School	N	UP	EXEMPT
C. Education – Institution of Higher Learning	UP	UP	EXEMPT
D. Recreational and Athletic Facilities	N	UP	EXEMPT
E. Places of Assembly – Business Serving	UP	UP	EXEMPT
F. Places of Assembly – Community Serving	UP	UP	EXEMPT
G. Cardrooms	N	N	n.a.
H. Private golf courses	N	UP	EXEMPT
<b>5. Residential/Boarding/Lodging</b>			
A. Residential uses	UP	UP	RETAIL/HOTEL/MOTEL
<b>6. Other</b>			
A. Adult business establishments	N	N	n.a.
B. Outside display of merchandise or products	N	N	n.a.
C. Electric distribution substations	N	UP	EXEMPT
D. Electric transmission substations	N	UP	EXEMPT
E. Massage establishments	P	P	RETAIL/HOTEL/MOTEL
F. Recycling centers	UP	UP	EXEMPT
G. Salt extraction	N	UP	EXEMPT
H. Storage or parking of commercial or industrial vehicles	N	N	n.a.
I. Storage or parking of public utility vehicles	N	N	n.a.
J. Storage of materials, supplies or equipment for commercial or industrial purposes	N	N	n.a.
K. Storage of materials, supplies or equipment for public utility purposes	N	N	n.a.
L. Storage, warehousing, handling, processing or assembling merchandise or products	N	N	n.a.
M. Medical marijuana distribution facility	N	N	n.a.
N. Payday lending establishment	N	N	n.a.

## RESOLUTION NO. \_\_\_\_-15

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SUNNYVALE TO ADOPT HOUSING IMPACT FEES FOR  
RENTAL HOUSING DEVELOPMENTS**

WHEREAS, land and construction costs are a key factor preventing the development of new affordable housing. New housing construction in the City which does not include affordable units aggravates the existing shortage of affordable housing by absorbing the supply of available residential land. This reduces the supply of land for affordable housing and increases the price of remaining residential land. At the same time, new market-rate housing contributes to the demand for goods and services in the city, increasing local service employment at wage levels which often do not permit employees to afford housing in the city; and

WHEREAS, rents in Sunnyvale have steadily increased and for recently built projects currently range from an average of \$2,500 for a studio apartment to \$4,600 for a three-bedroom apartment, which are not affordable to households with incomes at or below the area median income; and

WHEREAS, in July 2012, the City eliminated from the Municipal Code the inclusionary affordable housing requirements for new rental housing developments in response to the *Palmer/Sixth Street Properties v. City of Los Angeles* decision and evolving case law, thus diminishing the City's ability to require developers of new market-rate rental housing to mitigate their impact on the need for affordable rental housing; and

WHEREAS, in July 2012, the City Council also directed staff to prepare a Nexus Study to determine the nexus between new market-rate rental housing developments and the increase in local demand for affordable rental housing for purposes of creating housing impact fee; and

WHEREAS, on December 16, 2014, after several community outreach meetings and recommendations from the Housing & Human Services and Planning Commissions, the City Council adopted its 2015-2023 Housing Element update which contemplates, among other things, the goal of encouraging the development of affordable housing, in part through the use of Housing Mitigation Funds, to meet the City's assigned share of the regional housing needs as required by state law; and

WHEREAS, to ensure that the housing impact fees adopted hereunder do not exceed the actual affordable housing impacts attributable to the development projects to which the fees relate, the City has received and considered a report from Economic and Planning Systems, Inc. dated December 5, 2014, entitled "Nexus Based Affordable Housing Fee Analysis for Rental Housing" (the "Nexus Study"); and

WHEREAS, the Nexus Study demonstrates that a reasonable relationship exists between new market-rate rental housing development within the City and an increased need for additional affordable housing. A reasonable relationship also exists between the fee's use and the impacts of new market-rate rental housing development. Development of new rental housing results in more residents living in the City. The residents who move into new rental housing developments will increase the demand for services provided by the public and private sectors. Some of the public and private sector employees needed to meet the needs of the new City residents earn incomes that do not allow these employees to afford market-rate housing. Rather, many of these new employees will require housing affordable to lower-incomes. This type of affordable housing is in very short supply within Sunnyvale, and other available housing subsidies are inadequate to meet the additional need created by new rental housing developments. The rental housing impact fee will be used to help increase the supply of affordable housing in the City to meet the increased need generated by new rental housing developments; and

WHEREAS, after multiple community outreach meetings and commission hearings and recommendations, the Council considered the Nexus Study and various staff reports at a public hearing on March 17, 2015, and directed staff to draft a Rental Housing Impact Fees Ordinance and Resolution for Council adoption; and

WHEREAS, to implement the affordable housing goals, objectives, policies and programs of the City's 2015-2023 Housing Element update, the Council has considered and adopted on this same date a Housing Impact Fees Ordinance that, among other things, authorizes the imposition of housing impact fees for certain market-rate rental housing development projects to mitigate the impact of such projects on the need for affordable housing in the City; and

WHEREAS, the Council now desires to adopt rental housing impact fees for market-rate rental housing development projects as authorized by section 19.75.040 of the Housing Impact Fees Ordinance, which fees do not exceed the justified fees needed to mitigate the actual affordable housing impacts attributable to the development projects to which the fees relate, as determined by the Nexus Study; and

WHEREAS, the Nexus Study demonstrated that to fully mitigate the impacts of new market-rate rental housing development on the need for affordable housing, the maximum nexus-supported housing impact fees would be equivalent to \$55 to \$98 per square foot; and

WHEREAS, to ensure that market-rate rental housing development projects remain economically feasible, the adopted housing impact fees are lower than the amount needed to fully mitigate the impacts for market-rate rental housing development, as shown in the Nexus Study; and

WHEREAS, the use of the housing impact fees will be restricted to mitigating the affordable housing impacts of market-rate rental housing developments and will be deposited into the City's Housing Mitigation Fund to be used for affordable housing programs and projects; and

WHEREAS, at least ten days prior to the date this resolution is being considered, data was made available to the public indicating the amount of cost, or estimated cost, required to provide the service for which the fee or service charge is levied and the revenue sources anticipated to provide the service, including general fund revenues in accordance with Government Code section 66019; and

WHEREAS, no persons have requested notice of these fees in accordance with Government Code section 66019; and

WHEREAS, notice of the hearing on the proposed fees was published twice in the manner set forth in section 6062a of the Government Code and was otherwise given in the manner required by law.

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

1. The foregoing recitals are true and correct and incorporated into this resolution by this reference.
2. The Council hereby adopts the housing impact fees for new market-rate rental housing developments and the developer credits for on-site units shown on Exhibit "A", attached hereto and incorporated by reference herein.
3. The Council further finds that all of the housing impact fees adopted pursuant to this Resolution do not exceed the actual affordable housing impacts of the development projects to which those housing impact fees relate, as further set forth in the Nexus Study.
4. The fees authorized by this Resolution are adopted in conjunction with the Housing Impact Fee Ordinance and shall become effective 60 days from and after the date of adoption of this Resolution if the Housing Impact Fee Ordinance is adopted and effective at that time.
5. Staff shall return to the City Council within two years after adoption to reevaluate and possibly modify the housing impact fee.
6. Any judicial action or proceeding to attack, review, set aside, void or annul this resolution shall be brought within the 120-day time period as established by Government Code Section 66022.



Adopted by the City Council at a regular meeting held on \_\_\_\_\_, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

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City Clerk  
(SEAL)

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Mayor

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City Attorney

## **EXHIBIT A**

### **A. Housing Impact Fee for Rental Housing Developments**

1. Developments with 4 – 7 units:	\$8.50 per net new habitable sq. ft.
2. Developments with 8 or more units:	\$17.00 per net new habitable sq. ft.

\*Fees will be adjusted annually based on the Consumer Price Index for all urban consumers for the San Francisco-Oakland-San Jose area

### **B. Developer Credit for Affordable Units Provided On-Site**

<b>On-Site Unit Income Level</b>	<b>Developer Credit Per Unit</b>
Very Low-Income unit	\$300,000
Low-Income unit	\$150,000

If a developer opts to provide affordable units on-site instead of paying the housing impact fee, the City has determined that the developer shall be credited \$300,000 for every very low-income unit provided on-site and/or \$150,000 for every low-income unit provided on-site, up to the total housing impact fee amount owed by the project. In case any fee obligation remains after the affordable unit developer credits are applied, the developer may opt to provide another affordable unit or pay the remaining fee obligation balance.

These developer credits are based on the subsidy amounts required to develop affordable units, which the rental impact fee nexus study dated Dec. 5, 2014, determined to be \$302,496 for a very low-income unit and \$146,233 for a low-income unit. These subsidy levels may be adjusted periodically to reflect significant changes in the costs to develop affordable units.

**COMMUNITY OUTREACH MEETING NOTES**

**Commercial Linkage Fee and Rental Impact Fee  
Stakeholder Outreach Meeting**

May 19, 2015 at 1:30 p.m.  
Sunnyvale Community Center Board Room

**Attendees:**

Pat Sausedo, Building Industry Association South Bay Chapter  
Dennis Martin, NAIOP  
Peter Larko, JP Napoli Companies  
Joe Sordi, Irvine Company  
Chase Eskel, St. Anton Partners  
Geoff Bradley, M-Group

**Presenters:**

Ernie DeFrenchi, Affordable Housing Manager

**Other Staff Present:**

Hanson Hom, Community Development Director  
Suzanne Isé, Housing Officer  
Robert Boco, Sr. Assistant City Attorney  
Danielle Greene, Housing Intern

**Presentation:**

Staff provided a slide presentation with a brief overview of the proposed ordinance and resolutions drafted to codify the proposed new commercial linkage and rental impact fees. These documents were drafted to implement the Council policy direction on these fee proposals provided at hearings in December 2014 and March 2015, based on the findings of the nexus studies that were completed in the prior months. The presentation also reviewed details of the proposed new fee programs, such as the fee rates, applicability to various land uses and project types, exemptions, pipeline provisions, alternatives to payment of the fee, the City's planned use of the fee revenues, and a timeline for potential adoption of the ordinance and fee resolutions.

**Attendee Comments/Questions/Discussion:**

1. What is the timeline for the Ordinance to be adopted?

*Response:* June 23 is the tentative date for the first reading of the ordinance and adoption of the fee resolutions. Second reading will likely occur on July 14. The ordinance would take effect 30 days after the second reading upon Council adoption or August 14. Fee resolutions would take effect 60 days after adoption.

2. Is there any history of City Council adopting an Ordinance that provides different direction than what they previously approved?

*Response:* This is always possible. The Council could adopt higher or lower fees than previously directed in December 2015 and March 2016.

3. What does staff consider a pipeline project?

## COMMUNITY OUTREACH MEETING NOTES

*Response:* Projects approved or for which a planning application has been deemed complete by the Planning Division before the effective date of the ordinance qualify as pipeline projects. However, pipeline projects located in industrial zones may still be subject to the current Housing Mitigation Fee for high-intensity industrial projects.

4. How will the fee revenues be used by the City?

*Response:* As noted in the nexus studies, the fees would be used primarily for development of new rental housing affordable to lower-income households, however a range of housing project types, such as rehabilitation/preservation projects, acquisition, etc., may also be funded, as well as a small percentage for administration and possibly other programs, consistent with the housing goals and policies in the City's Housing Element, Consolidated Plan, and Council policies.

5. Will the fee revenues be used for homeless shelters or senior housing? Such projects would not seem to be consistent with the nexus studies.

*Response:* Homeless shelters are not considered housing, they are public facilities, and therefore the housing impact fee revenues are not generally used for shelters. However, as provided in attachments to the staff reports for the Council hearings in December and March, the City has in the past and anticipates continuing to use at least some of the funds for some special needs housing for seniors and/or disabled residents. Local residents on fixed incomes have been adversely affected by the rapidly increasing rents, which have been widely recognized as being driven up by the rapid growth in very high wage jobs in the area. In addition, many seniors or disabled residents do work and often in low-wage jobs such as those recognized by the nexus studies as increasing the need for additional affordable housing.

6. Does staff provide any sort of annual public review of how the City intends to spend the housing funds?

*Response:* Yes, multiple hearings of this sort are held before funds are spent, including the annual budget workshops and hearings before Council, the Housing and Human Services Commission's review of the housing portions of the budget, the Commission's review of requests for proposals for major projects to be funded with these funds, the Commission and Council hearings on major projects proposed to be funded, and the periodic hearings on the Housing Element, which includes policies and priorities for expenditure of local housing funds. In addition, the budget documents and policy documents are available online.

7. Has staff considered incorporating some of the incentives the City of Fremont recently included when it reduced its rental impact fee from \$19.50 to \$17.50, such as the option of providing on-site affordable units, and exempting units that were "affordable by design" (i.e., 700 square feet or less)? Fremont's on-site units option waives the fee if developers provide approximately 13% of the units as affordable to a range of income levels, from very low to moderate.

*Response:* As shown in the slide presentation, the City's draft ordinance and resolution provide developers with a fixed-amount dollar credit against the rental impact fee for each on-site affordable unit provided in the project, based on affordability level. The credit is \$300,000 for each Very Low-Income unit and \$150,000 for each Low-Income unit. When you do the math, this translates to about 7% of the units in the project, if the developer provides a combination of very low and low-income units. This would seem to compare favorably to the incentives provided by Fremont.

**COMMUNITY OUTREACH MEETING NOTES**

8. Has staff considered providing some sort of incentives, such as a fee reduction or waiver, for mixed-use developments, and/or allowing developers to pay the fee at occupancy rather than at building permit issuance?

*Response:* The City is currently looking at updating some of its policies for mixed use developments through projects such as the El Camino Real Precise Plan update. Currently there is a lot of demand to build residential projects, and it is often hard to incorporate commercial uses without increasing the residential densities to make the project feasible. However, that type of increase can create other issues and complications. Regarding payment at occupancy, that was considered but not included in the final version of the draft ordinance. Another attendee noted there was some program to loan funds to developers for payment of impact fees.

9. Would the City consider extending the life of project entitlements for pipeline projects if there were another downturn in the economy?

*Response:* It's possible, but it would be entirely at the Council's discretion and, if extended, whether applicable fees would be grandfathered in.



# City of Sunnyvale

## Meeting Minutes - Draft Excerpt

### Housing and Human Services Commission

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Wednesday, May 20, 2015

7:00 PM

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

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#### Special Meeting

- 2**      [15-0205](#)      Introduce an Ordinance and Two Resolutions to Approve Two New Affordable Housing Impact Fees: Housing Impact Fee for Nonresidential Development and Housing Impact Fee for Rental Housing

Housing Officer Suzanne Isé introduced Affordable Housing Manager Ernie DeFrenchi who provided a brief slide presentation on this item.

Mr. DeFrenchi gave a quick review of the project background and a brief summary of the draft ordinance and draft resolutions attached to the report. He noted that the new fee for non-residential development was proposed to be \$15 per net new square foot for all office, R&D, and industrial projects (\$7.50 for the first 25,000 square feet), and \$7.50 per net new square foot for all retail and lodging projects. He added that the new rental housing impact fee is proposed to be \$17 per habitable square foot for all new market-rate rental developments.

He also noted that the revenue from these fees will be used to address the City's affordable housing needs and goals, and that the fees would be adjusted for inflation annually.

Chair Gilbert opened the public hearing at 7:48 p.m.

Helen Tong-Ishikawa, Senior Associate Project Manager with MidPen Housing Corp., spoke in support of the proposed fees. MidPen is a nonprofit developer of affordable housing that currently owns 8 sites in Sunnyvale with over 700 affordable housing units, and a new project under construction. She noted that the need for affordable housing options is continually increasing, and that MidPen has approximately 2,000 people on its combined waiting lists just for its Sunnyvale properties. She also spoke in support of the flexibility of alternative options offered in the proposed ordinance. In addition, she requested that the City consider encouraging developers that opt to provide affordable units on site to connect tenants of those units to local agencies that provide supportive services because

these services are very important.

Chair Gilbert closed the public hearing at 8:02 p.m.

Commissioner Chiu moved and Commissioner McCloud seconded the motion to recommend to Council Alternative 1: Approve the Draft Ordinance and Fee Resolutions establishing the Housing Impact Fees for Nonresidential Development and Housing Impact Fee for Rental Housing, as provided in Attachments 1, 2, and 3. The motion carried by the following vote:

**Yes: 7 -** Chair Gilbert  
Vice Chair Jeong  
Commissioner Chiu  
Commissioner Evans  
Commissioner McCloud  
Commissioner Schmidt  
Commissioner Sidhu

**No: 0**

**EXCERPT**

- 3**      [15-0206](#)      Introduce an Ordinance and Two Resolutions to Approve Two New Affordable Housing Impact Fees: Housing Impact Fee for Nonresidential Development and Housing Impact Fee for Rental Housing

Ernie DeFrenchi, Affordable Housing Manager, presented the staff report.

Comm. Harrison confirmed with Mr. DeFrenchi that the reduced fee for less than eight units has not yet been suggested to the City Council, and confirmed with Trudi Ryan, Planning Officer, that there are about ten projects that have been submitted but are incomplete that would fall under the grandfathering provision if deemed complete prior to the effective date. Comm. Harrison clarified with Mr. DeFrenchi and Suzanne Ise, Housing Officer, that existing structures that have been vacant for no more than 12 months or sites with buildings that have been demolished within the 12 months prior would be exempt from these fees.

Comm. Klein verified with Mr. DeFrenchi that a developer providing low or very-low income rental housing would have to sell the units to the same income category if converted to ownership units, and confirmed that staff negotiates with the developer on the selection of onsite low and very-low income units.

Vice Chair Olevson and Ms. Ise discussed the reasoning behind listing convalescent hospitals as exempt use types, and discussed how the recommendation was determined to exempt rental projects of four or fewer units. Vice Chair Olevson and Ms. Ise also discussed whether it is more economical for a developer to build a Below Market Rate (BMR) unit versus paying the in-lieu fee, and that staff estimates rental impact fees could generate revenues of approximately \$3 million per year. Ms. Ise added that staff expects many developers to opt to provide units on-site rather than pay the fees.

Comm. Durham and Ms. Ise discussed whether the fee for rental units might encourage developers to build ownership rather than rental units and if it could potentially price people out of ownership units as it is cheaper to rent.

Chair Melton and Ms. Ise discussed the trend of increasing rents over the last couple of years.

Chair Melton opened the public hearing.

Matt Lewis, with Mid-Pen Housing, discussed his support of approving the Draft Ordinance and Fee Resolutions.



## EXCERPT

Chair Melton discussed with Mr. Lewis the housing stability program offered by Mid-Pen Housing.

Chair Melton closed the public hearing.

Comm. Harrison moved to recommend to City Council Alternative 1 to approve the Draft Ordinance and Fee Resolutions.

Comm. Klein seconded.

Comm. Harrison said the ordinance is well thought out and the study was thorough. She said she understands the desire to reduce the fee for between four and eight units, but that she is glad there is a fee for between that number of units because the need for affordable housing is very great. She added that she wished the process moved more quickly so the recently approved projects could have been captured.

Comm. Klein said he will be supporting the motion, that this ordinance is something that has in the works for a while and the sooner it goes into place the better. He said applying the fee to rental projects of four to seven units makes sense, and that he has been pushing for BMR fees for purchased homes to be looked at with a greater percentage or for developments with fewer units. He said this is a way to help the overall housing issue within the City, and that by applying it to the smaller rental unit properties will help with the problem, but that the biggest impact will be applying the fees to the commercial projects, of which we have many. He noted that if we had approved this some time ago we might at least have the funds to try to create some solutions for these housing problems, and said he looks forward to this item going to City Council for approval and being put into law as soon as possible.

Vice Chair Olevson said he will not be supporting the motion for philosophical reasons, and that we are encouraging people to live and work in Sunnyvale and have asked businesses to contribute to BMR housing because it will be bringing people in and those people will need services. He said now we are saying that if you want to live close to businesses we are going to charge you more because you want to fulfill what Sunnyvale is promoting which is to live near work. He said it does not make sense to increase the cost of housing for the very people who will be living in that housing, that he does not see the logic and it is counterproductive to everything else we are doing in the City.

Chair Melton said he will be supporting the motion, and thanked staff for

## EXCERPT

shepherding this project. He noted that we are getting close to the City Council making their final decision, and that he likes that staff added a two-tier fee structure that is dependent upon the number of units, which shows that nice intellectual work went into this project. He thanked the speaker from Mid-Pen and noted that Mid-Pen is close to finishing its project on the former armory site, and its extensive waiting list is a good example of the critical situation of housing in Sunnyvale, especially for lower income people who work in Sunnyvale or work nearby and want to live here. He said implementing a program to alleviate the housing problem is an important thing to do, and added that when the Planning Commission previously reviewed the BMR program he stated that he believed, and continues to believe, in the market forces of supply and demand but that sometimes you have to override those forces for the public good with well crafted public policy, which is what we have here.

MOTION: Comm. Harrison moved to recommend to City Council Alternative 1 to approve the Draft Ordinance and Fee Resolutions establishing the Housing Impact Fees for Nonresidential Development and Housing Impact Fee for Rental Housing, as provided in Attachments 1, 2, and 3.

Comm. Klein seconded. The motion carried by the following vote:

**Yes:** 5 - Chair Melton  
Commissioner Durham  
Commissioner Harrison  
Commissioner Klein  
Commissioner Rheaume

**No:** 1 - Vice Chair Olevson

**Absent:** 1 - Commissioner Simons



# City of Sunnyvale

## Agenda Item

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15-0421

Agenda Date: 7/14/2015

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### REPORT TO COUNCIL

#### SUBJECT

Approve Actions Needed to Move Forward with Developing and Launching a Multi-Jurisdictional Community Choice Energy Program in the South Bay, and Finding that these Actions are Exempt from CEQA

#### REPORT IN BRIEF

Community Choice Energy (CCE) is a process authorized by California law that enables cities to pool customer electricity demand within their jurisdiction to directly procure or invest in electric power supplies. CCE is garnering substantial interest among California communities for its potential to provide greener power at competitive, currently lower, rates, in addition to other community benefits. The two operating CCE programs in Marin and Sonoma counties provide useful benchmarks for program evaluation, development, and operation.

Prompted by the featured role CCE plays as a proposed strategy in Sunnyvale's adopted Climate Action Plan, the City Council prioritized and funded an initial study of a CCE program for the South Bay. The Cities of Cupertino and Mountain View and the County of Santa Clara have joined Sunnyvale in a partnership to assess and potentially form a multi-jurisdictional CCE program. The initial Assessment Report was completed in May 2015 and concludes that market and program conditions are favorable for proceeding to the next step - a detailed Technical Feasibility Study. This report to Council recommends proceeding with the Technical Study and seeks approval of the administrative steps needed to advance the Study and continue the multi-jurisdictional partnership.

#### BACKGROUND

Authorized by California law, CCE enables city and county governments to pool the electricity demand within their jurisdictions to directly procure or generate electrical power supplies on behalf of the residents and businesses in their communities. The main driver for interest in CCE programs in California is the opportunity to accelerate the shift to renewable and low greenhouse gas (GHG) emitting energy sources in support of climate action objectives. While electric supply is handled by the CCE, the electricity grid and customer service remain with PG&E. Two multi-jurisdictional programs now operate in California - Marin Clean Energy and Sonoma Clean Power.

In May 2014, the City Council approved Sunnyvale's Climate Action Plan (CAP). The CAP is a GHG emissions reduction plan to address the causes of climate change and reduce the impacts of climate change in the future. It was adopted as a response to the State of California's legislative directive (AB 32) for cities to develop local plans to reduce GHG emissions. Of the more than 130 actions included in the CAP, shifting the energy portfolio to lower GHG sources is the single most impactful action featured, with CCE identified as the key approach to accomplishing the shift.

In 2014, Council prioritized Study Issue [ESD 14-02](#)

<http://sunnyvale.ca.gov/Portals/0/Sunnyvale/StudyIssues/Studies2014/ESD%2014-02.pdf>:

Community Choice Aggregation and approved funding with the FY 2014/15 Budget. The Study Issue directed an initial assessment of a CCE program for the South Bay, including four components: 1) Interest of other communities in forming a South Bay CCE program; 2) Benefits of forming a CCE program, including the potential to advance other strategies within the CAP; 3) Costs and risks to forming a program; and 4) Framework to guide the formation of a CCE program. This report presents the results of that study issue. On June 9, 2015 staff and the project consultant provided a presentation to the City Council on the study issue results.

### **EXISTING POLICY**

**Climate Action Plan, *Provide a Sustainable Energy Portfolio (EP)***, Reduction Measure EP-1.1: Create or join a community choice aggregation (CCA) program to take control of power generation for city residents and businesses.

### **ENVIRONMENTAL REVIEW**

The decision to proceed with the Technical Feasibility Study is exempt from environmental review because it involves preparation of a feasibility or planning study for possible future actions which have not yet been approved, adopted, or funded. (CEQA Guideline 15262). In addition, the actions recommended in this report involve organizational and administrative activities that will not result in any direct or indirect physical change to the environment. (CEQA Guidelines 15378(b)(5), 15061(b)(3).)

### **DISCUSSION**

This report addresses the four key components of the Study Issue.

#### ***Interest in a South Bay CCE***

Spurred by the Sunnyvale Council's direction to proceed with a study issue and by discussions among elected officials at the Santa Clara County Cities Association, three other communities stepped forward, prepared to contribute funding to a collaborative study - Cupertino, Mountain View, and the County of Santa Clara (for its unincorporated areas). With each agency contributing \$20,000, the four agencies formed the Silicon Valley CCE Partnership (SVCCEP). Sunnyvale staff led the project team, and procured the consultant services needed to support the partnership and to conduct an initial assessment to assist decision-makers with determining whether and how to move forward with a CCE program. A SVCCEP website was also developed, available at

[www.SVCleanEnergy.org](http://www.SVCleanEnergy.org).

In addition, eight other small and medium sized communities in Santa Clara County have stepped forward and expressed interest in the prospect of a multi-jurisdictional CCE. Campbell, Gilroy, Los Gatos, Los Altos, Los Altos Hills, Monte Sereno, Morgan Hill, and Saratoga have all taken a requisite preparatory step of authorizing Sunnyvale to request that PG&E provide detailed data for their jurisdictions. This is essential for conducting the next step, a Technical Feasibility Study, as described later in this report.

More than 20 communities across California are actively evaluating CCE, including San Mateo County, Alameda County, and a collaboration among Monterey, Santa Cruz, and San Benito Counties.

### **Benefits of CCE Programs**

SVCCEP commissioned an initial Assessment Report to evaluate the potential for forming a South Bay CCE. The Assessment Report, *The Potential for Community Choice Energy in the Heart of Silicon Valley*, was completed by LEAN Energy US in May 2015. The full report is included as Attachment 1 to this report.

Based on the experiences of the Marin and Sonoma programs (launched in 2010 and 2014, respectively), the Assessment Report finds that CCE programs offer many benefits and programs that can be designed to achieve a variety of public policy and program objectives. Both CCE programs offer electricity supply portfolios with lower GHG emissions than that of PG&E, with customer options for a standard service (with higher renewable energy ratios than PG&E) and a voluntary program to pay a moderate premium for 100% renewable energy supply. CCE programs also offer competitive rates. While they are careful to not promise to always have rates lower than PG&E, both programs are currently providing lower rates for baseline, greener electricity supply.

CCE programs can be designed to also achieve other climate action objectives. Local investments can be directed to incentivizing solar installations and energy conservation programs, in addition to promoting innovative approaches that incorporate new technologies. Both operating programs offer favorable terms for existing and new rooftop solar installations. Marin Clean Energy has invested in local and in-state renewable projects totaling more than 225 megawatts (MWs) of new clean power, and resulting in construction and related vendor jobs. In this way, CCE programs also provide local economic development benefits. Sonoma is taking a similar path and is also investing in an innovative 12 MW “floatovoltaic” solar array installation atop local irrigation ponds. Marin recently launched a partnership with Tesla to promote on-property battery storage. Marin also secured more than \$5M from state public purpose programming funds (paid by all electricity ratepayers) to expand their local energy conservation programs. CCE programs offer strong opportunities to meet CAP objectives for energy conservation and local solar programs. Here in the South Bay, there is also enhanced potential for synergies with Silicon Valley technology companies.

### **Costs and Risks**

The operating costs of a CCE program are fully supported by customer rate revenue and do not draw on the general funds of participating communities. Additionally, the costs to study and form a CCE program can be recovered over some period of time with the operating revenues.

The Assessment Report summarizes the various steps needed to form a CCE program and concludes that a program could be established for at least the four partner agencies at a cost of \$1.7M. Additional funding would be needed should a program be launched in order to bridge the term between the beginning of operations and the receipt of customer revenues. Based on the Sonoma Clean Power implementation plan, these “bridge” costs are estimated between \$9M and \$15M. These additional costs were financed during the launch of the two existing programs and, like the initial costs of \$1.7M, were repaid in the first few years of the programs.

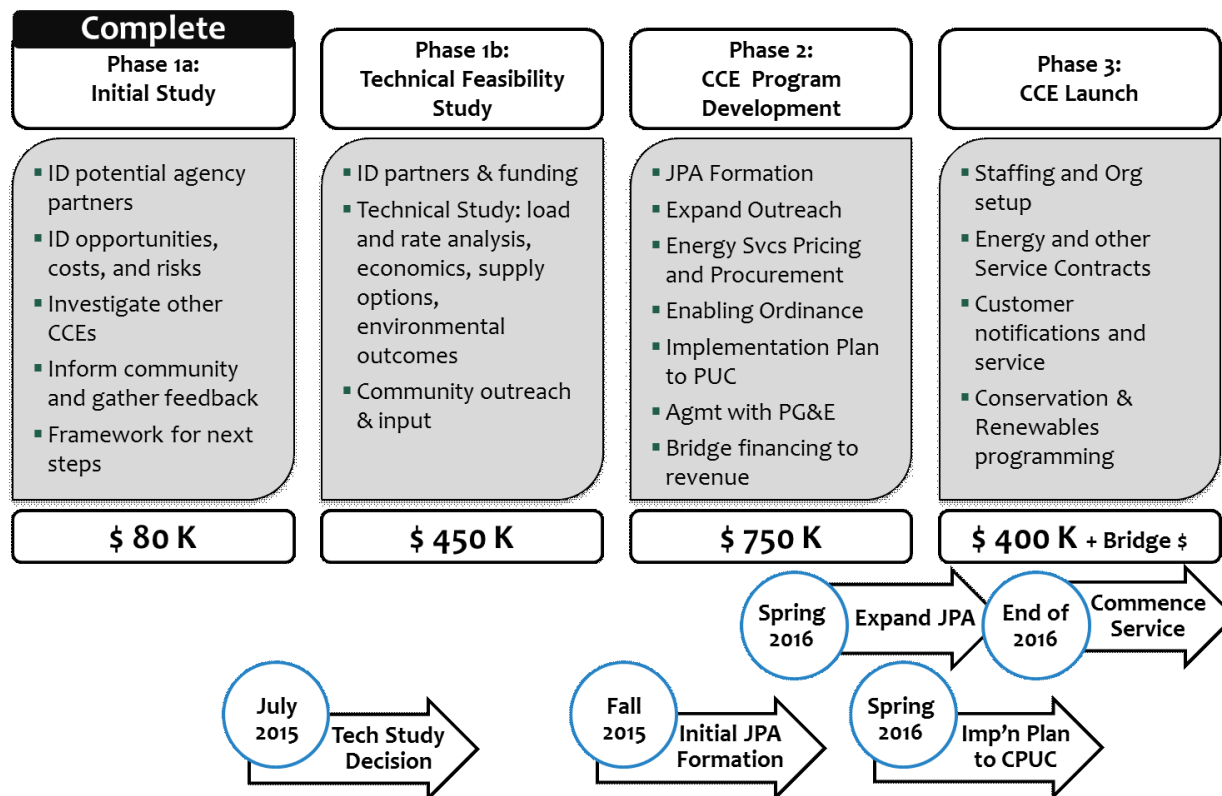
CCE programs offer many opportunities and also present some risks. The Assessment Report summarizes the risks, such as those associated with energy market dynamics and price fluctuations and regulatory uncertainty. The report also cites the good practices used by the successfully operating programs to mitigate these risks, including diversified portfolios, smart contracting and investment practices, securing relevant expertise, and strong engagement in the regulatory and legislative arenas.

### Framework for Forming a CCE Program

The Assessment Report provides an overview, shown in Figure 1, of the steps needed to launch a CCE program, along with planning level cost and timeline estimates. With the four-agency partnership, Sunnyvale's costs would be one quarter of those shown.

This report to Council marks the completion of the Initial Study phase (1a). The Assessment Report concludes that energy market and CCE program development conditions are favorable for a South Bay program to move forward. The next step is to proceed with the Technical Feasibility Study phase (1b), which would analyze customer electric load data and assess whether a CCE program could achieve desired environmental program objectives related to resource mix and program services, at competitive rates for its customers. The study would evaluate and reflect the unique characteristics of our community, particularly the region's large commercial and industrial customer base. During this next phase, community engagement also begins to educate stakeholders on the fundamentals of CCE programs and to get feedback on potential program goals. At the conclusion of the Technical Feasibility Study phase staff would return to Council to get further direction on whether to proceed with formal program development and JPA formation.

Figure 1. CCE Work Plan Overview



### Governance Structure

The two existing multi-jurisdictional CCE programs each employ a Joint Powers Authority structure for program governance. Such a structure offers centralized administration of the operations and typically representation from each community in the program. The JPA structure also offers a fiscal firewall so that the assets and liabilities of the CCE program are completely separate from the funds of the participating cities. The JPA documents for the two existing programs have many similarities, with Sonoma having used the Marin agreement as a model for its own structure. During

implementation of Phase 1b, the project team will also facilitate the development of a potential governance structure for a CCE program. This will support efficient decision making, should the Technical Study conclude favorably.

#### *Continuing the SVCCE Partnership*

Cupertino, Mountain View, and the County have approved continued participation in the four-agency partnership to implement the Technical Feasibility phase. To date, the partnership has been advanced and supported by 1) a project team comprised of staff from each agency; 2) an advisory task force of an elected representative from each agency; 3) an executive administration group (e.g., the City Managers) to facilitate project direction and resources; and 4) consultant support selected through a Request for Qualifications process implemented by Sunnyvale in late 2014. These mechanisms are all envisioned to be engaged through the next phase as well.

Given the significant and multi-faceted needs for staff resources to support the project, the next phase will include more distribution of key functions across the partner agencies. For example, Cupertino will lead implementation of the community engagement function for the partnership, including media relations. An inter-agency agreement will be executed to establish roles and responsibilities; financial control mechanisms; and provisions for making adjustments to the resource approach, subject to the approval of the executive administrators of each organization. Sunnyvale is envisioned to continue in the role of project team leadership and will serve as fiscal agent for the inter-agency partnership. Each partner will manage staff and consultant support needed to fulfill their functional roles and will submit invoices and requests for staff cost reimbursement to Sunnyvale for payment. Sunnyvale staff will track these costs both for project management and prospective future reimbursement from the CCE program if formed. Additional resources may be needed as the partners gain experience with the inter-agency model for project implementation.

During this next phase, SVCCEP will also engage the additional eight communities included in the Technical Feasibility Study. This is anticipated to include updates and education of the communities' elected and executive representatives on CCE programs and the SVCCEP project; some community meetings; and engagement regarding future program goals and governance. Looking ahead, should the Technical Study phase conclude that the project should move to Phase 2: Program Development, project cost estimates will be revised to reflect the expanded scope and cost-share mechanisms considered for the expanded partnership.

#### **Sustainability Commission Recommendation**

On June 15, the Sustainability Commission received a presentation on the Study Issue results, including draft staff recommendations (which reflect Alternatives 1-4 of this report). The Commission had six of its seven members present and voted 6-0 to support Alternatives 1-4, with the additional direction that staff expedite the discovery of the direct access customer percentage and make that information available to decision makers when it is available. Direct access customers, typically large commercial businesses, have electricity contracts with direct providers instead of PG&E. CCE programs typically exclude such customers at the initial launch as a default and allow them to opt in if they choose.

#### **FISCAL IMPACT**

The Assessment Report concludes that a total of approximately \$1.7M would be needed to support the development of a CCE program through each of the three upcoming phase (not including bridge funds). The FY 2015/16 Adopted Budget has \$500,000 budgeted in the General Fund for Project

830990, Community Choice Aggregation Program. This funding was approved to support the more robust feasibility study and potential formation of a CCE program.

Each of the four partner agencies have agreed to contribute equally to the upcoming phase as part of a cost sharing agreement. The full estimated cost of this next phase is \$600,000. This amount includes \$450K for Phase 1b Technical Feasibility Study, plus an additional \$150K to perform the initial work required in advance of Phase 2, CCE Program Development. The City's share for this next phase is \$150,000, which will come from the \$500,000 project budget.

Should a CCE program be successfully formed and implemented, the project costs would be reimbursed to the sponsoring agencies, including Sunnyvale, in the early years of operation.

### **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.

Staff conducted early outreach on the study topic prior to and during the study. Business Workshops were conducted in partnership with Joint Venture Silicon Valley (JVSV) in 2014 and January 2015, with the latter attended by approximately 20 sustainability and facility management representatives from the region's most prominent businesses. Presentations have been given to Sunnyvale Cool, the Moffett Park Business Group, the Sunnyvale Democratic Club, the JVSV Smart Energy Enterprise Development Zone (SEEDZ) working group, and the Santa Clara County Cities Association. Most recently, a Community Meeting was held on June 25 at the Sunnyvale Community Center. After a presentation and discussion, the eight attendees were invited to provide input to potential guiding principles for a CCE program, and to vote on whether they support proceeding to the Technical Study phase; all participants supported proceeding with the project.

### **ALTERNATIVES**

1. Accept the Assessment Report, *The Potential for CCE in the Heart of Silicon Valley*, in response to Study Issue ESD 14-02.
2. Direct staff to proceed with the Technical Study phase, including community engagement and development of governance agency draft formation documents.
3. Delegate authority to the City Manager to negotiate and execute a multi-jurisdictional agreement to continue the Silicon Valley CCE Partnership.
4. Delegate authority to the City Manager to procure and execute individual service agreements and associated amendments in amounts that may exceed \$100,000, so long as the total of Sunnyvale's financial commitment for all issued contracts does not exceed the appropriation limit of \$500,000.
5. Find that the above actions are exempt from CEQA.
6. Other action as determined by City Council.

### **STAFF RECOMMENDATION**

Alternatives 1, 2, 3, 4 and 5: 1) Accept the Assessment Report, *The Potential for CCE in the Heart of Silicon Valley*, in response to Study Issue ESD 14-02; 2) Direct staff to proceed with the Technical Study phase, including community engagement and development of JPA formation documents; 3) Delegate authority to the City Manager to negotiate and execute a multi-jurisdictional agreement to



continue the Silicon Valley CCE Partnership; 4) Delegate authority to the City Manager to procure and execute individual service agreements and associated amendments in amounts that may exceed \$100,000, so long as the total of Sunnyvale's financial commitment for all issued contracts does not exceed the appropriation limit of \$500,000; and 5) Find that the above actions are exempt from CEQA.

This action will allow the City to expediently move forward with the next project phase as part of a multi-jurisdictional partnership.

Prepared by: Melody Tovar, Regulatory Programs Division Manager

Reviewed by: John Stufflebean, Director, Environmental Services

Reviewed by: Jane Chambers, Interim Assistant City Manager

Approved by: Kent Steffens, Assistant City Manager

### **ATTACHMENT**

1. Assessment Report: *The Potential for Community Choice Energy in the Heart of Silicon Valley*

# The Potential for Community Choice Energy in the Heart of Silicon Valley

An Assessment Report for the Silicon Valley  
Community Choice Energy Partnership



# **Community Choice Energy in Silicon Valley 2015 Assessment Report**

## **Prepared For:**

Silicon Valley Community Choice Energy Partnership (SVCCEP)  
Cities of Sunnyvale, Cupertino, Mountain View, Unincorporated Santa Clara County  
  
c/o City of Sunnyvale, Environmental Services Department  
650 West Olive Avenue  
Sunnyvale, CA 94088

## **Prepared By:**

LEAN Energy US  
P.O. Box 961  
Mill Valley, CA 94941  
[www.LEANenergyus.org](http://www.LEANenergyus.org)

Lead Authors: Seth Baruch and Shawn Marshall  
Editing: Kim Malcolm and Shawn Marshall  
Production: Alison Elliott

May 14, 2015

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## Executive Summary

The Cities of Sunnyvale, Cupertino and Mountain View, and the County of Santa Clara (representing the unincorporated areas of the County), have formed an inter-jurisdictional partnership to explore the potential for implementing a Community Choice Energy (CCE) program in the South Bay.<sup>1</sup> Known as the Silicon Valley Community Choice Energy Partnership (SVCCEP), these jurisdictions have commissioned an initial assessment of CCE to help decision-makers determine whether to move to the next steps in establishing a CCE program in the South Bay. In providing the assessment, this report summarizes and compares the experiences of existing CCE programs, describes some of the risks and benefits of CCE programs, and identifies additional analysis that should be performed to support partner decision-making about program implementation.

Authorized by AB 117 (2002) and amended by SB 790 (2011), CCE permits city and county governments to pool their local electrical load in order to purchase electricity or invest in energy projects and programs for local residents and businesses as an alternative to generation services from the incumbent utility, Pacific Gas & Electric (PG&E). Numerous local governments in California are exploring CCE as a leading strategy to address the impacts of climate change and achieve the goals set forth in their Climate Action Plans. CCE programs are procuring cleaner power while also offering competitive (currently cheaper) electricity rates, creating new jobs and other local economic development opportunities.

CCE programs can be designed to achieve a variety of public policy and program objectives, such as increasing renewable resources in the community's energy portfolio, reducing greenhouse gas emissions, promoting local development of solar projects, and offering energy efficiency programs. CCE programs also provide electricity customers a choice between service providers, where no such choice currently exists. Existing CCE programs serving customers in Marin, Napa, Contra Costa and Sonoma Counties have been very successful thus far in providing cleaner energy supplies to their customers at rates that are lower than those of the incumbent utility. In its first five years of operation, Marin Clean Energy (MCE) has invested over \$500 M in in-state and local renewable projects totaling over 225 MWs of new clean power and resulting in 1800 construction and related vendor jobs. Sonoma Clean Power (SCP) is taking a similar path, and in under a year of operation contracted for over 82 MWs of locally generated clean power at rates 6-14% lower than PGE's.

CCE programs offer many opportunities for local communities but, of course, present some risk. The main risks associated with CCE relate to market price fluctuations and regulatory uncertainty. California's energy markets have been stable for several years, and prices for electricity from renewable and conventional energy resources are low. The current buyer's market is expected to continue for the coming several years because California has excess energy supplies; however, energy markets could change and buyers should hedge their risks with diverse portfolios that include long-term energy supplies and investments in power projects and programs.

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<sup>1</sup> State statute and regulatory forums refer to this program as "community choice aggregation (CCA)." This report uses the more descriptive term "community choice energy (CCE)," which is the term used by the jurisdictions commissioning this study.

Regulatory risk is difficult to predict. In recent years, the California Public Utilities Commission (CPUC) has not been particularly encouraging to CCEs, and has adopted some utility proposals for rates and services that have put CCEs at a disadvantage. PG&E may always have the advantage in regulatory forums because of its resources and political influence. On the other hand, MCE in particular has managed to chalk up some major successes in regulatory proceedings and has developed internal expertise that has benefited CCE prospects generally. These efforts will require support and complementary efforts in the future, as additional CCEs come on-line.

CCE success will also depend on realistic business strategies and sound management. MCE and SCP have developed best practices in all aspects of their operations and paved the way for other CCEs in terms of “debugging” many operational, technical, and customer service issues. Their early successes have encouraged vendors to serve CCE programs with tailored products, and CCE programs do not require any management or technical skills that are not readily available in the Bay Area and California more generally.

Experience in other jurisdictions suggests CCE development and implementation will require communications strategies to assure the program is accepted by local communities and that information about the program is accurate and timely. MCE and the City of San Francisco, in particular, have had to weather well-funded campaigns in opposition to CCE programs. Since the passage of SB 790 in 2011 however, public utility opposition and anti-marketing campaigns have decreased significantly. Neither Sonoma County nor the City of Lancaster experienced the level of anti-CCE campaigning that occurred in Marin and San Francisco.

Finally, while some aspects of CCE programs are becoming more standardized, they are still unique to each community in terms of goals, policy-setting and approach. MCE and SCP have tailored their program design and business strategies to suit community characteristics and program objectives, and it is likely that SVCCEP will want to design its own program according to local goals and program objectives and community characteristics.

Based on the experiences of other jurisdictions, this report finds that SVCCEP could begin providing municipal, residential and business customers CCE service by late 2016 for about \$1.7 million in program development costs (including \$100,000 bond requirement), which would be repaid through ratepayer revenues in the early years of the program. In addition, SVCCEP external sources of financing for working capital and initial electricity contracts may require some form of loan guarantee from one or more municipal partners until program revenue is received and credit guarantee provisions can be released.<sup>2</sup> The amount of capital needed will depend mostly on initial customer load projections since 80-90% of program costs are likely to be related to energy purchases.

Assuming continued favorable prices for electricity in California markets, and continued increases in PG&E electricity rates, SVCCEP can expect to offer a greener energy supply to its customers at competitive, potentially lower, rates than currently available through PG&E. Rates would depend on the energy portfolio’s resource mix, SVCCEP energy program and project development objectives, program

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<sup>2</sup> This was the case in both Marin and Sonoma; City and County-backed credit guarantees are no longer required for either program.

management costs and customer retention rates which currently range from 78-89%, in Marin and Sonoma counties respectively.

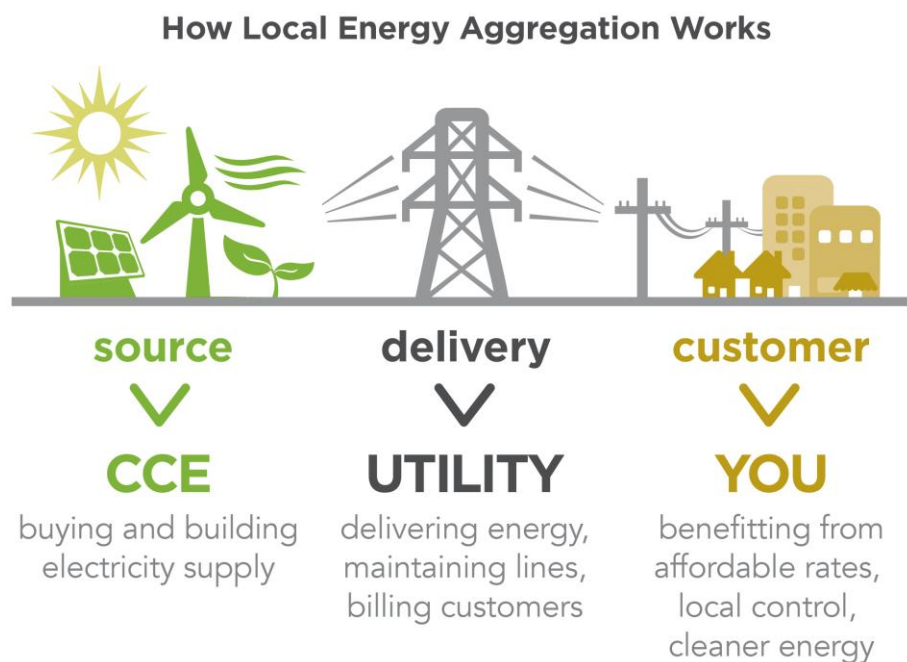
The next step in the CCE investigation process is to perform a technical study that would assess whether program rates can be competitive while achieving environmental policy objectives related to resource mix and program services. The study should consider financial viability at different program sizes and power portfolios with the understanding that all residential, municipal and commercial/industrial customers in the jurisdiction must eventually be offered service, and considering that the region has significant industrial and commercial load.

## I. Introduction

Community Choice Energy (CCE) enables city and county governments and some special districts to pool the electricity demand within their municipal territor(ies) for the purpose of procuring or generating electrical power and providing related energy services.<sup>3</sup> CCE was established under California state law in 2002 with the passage of AB 117 and was later amended by SB 790 in 2011. Officially referred to in the legislation as Community Choice Aggregation (CCA), CCE programs allow local governments to take control of electrical generation revenues and determine the source of their power supply, with the idea of procuring a cleaner mix of power than is otherwise available. Under this model, the power transmission, delivery and customer billing remains with the incumbent utility, but the selection of generation sources and the provision of related energy services are decided by the CCE on behalf of the community. CCE programs are distinct from municipal utilities, such as Silicon Valley Power in the City of Santa Clara, which own the distribution infrastructure much like an investor-owned utility except that they are publicly held. CCE offers a “hybrid” approach that forms a structural partnership between the community (through CCE) and the incumbent utility, Pacific Gas & Electric Co. In this way, CCE programs provide customers with an alternative energy choice that is not otherwise available within California’s traditional utility structure.

Figure 1 below is a basic illustration that shows how CCE works in California and the relationship between the CCE, utility and customer. It should be noted that customers experience *no difference* in their energy delivery or billing process. The lights still turn on, hot or cold air comes through the vents, their monthly bill still comes from PG&E, and they still call PG&E in the event of a power outage or other “pole and wire” issue. The real difference is in the type of power that is being put on the grid on their behalf and the potential for rate savings and other local benefits that CCEs deliver.

**Figure 1: CCE Delivery Model**



<sup>3</sup> Please see Appendix 1 for a Glossary of Terms used throughout this report and Appendix 2 for a basic FAQ about CCE and how it works.



The process and timeline for developing a CCE program varies depending on the municipality's budget, objectives, political environment, and selected approach but the common and statutorily required elements include:

- **Technical Feasibility Study** - Recommended to provide quantitative information about the community load profile, customer base and program size, power supply scenarios, and financial analytics.
- **CCA Ordinance** – Passage of a local ordinance is statutorily required to authorize customer enrollment at the city, county and/or special district level. While a County may develop and administer a CCE program on behalf of its cities (or vice versa), each jurisdiction is required to pass an ordinance in order to participate in a CCE program.
- **Implementation Plan** – A statutorily required CCE program plan that must be filed and certified by the CPUC prior to service commencement.
- **Utility Service Agreement** – Required agreement, filed with the CPUC, between the CCE program and the utility that governs the functional relationship between the two entities.
- **Administering Entity** – A legally authorized organization or agency that will handle the daily operations of the CCE program on behalf of its participating municipalities.
- **Customer Enrollment** –The state of CA requires a minimum customer enrollment/notification period of 120 days (60 days prior and 60 days post launch) and the ability to opt-out of the program at any time.

There are, of course, many other details and steps in the CCE formation process, but these cover the primary start-up elements.

Per the statutory provisions of AB 117, CCE is an opt-out program, meaning that once local ordinances are passed and the CCE program is ready to launch, customers are automatically enrolled in the program over a period of several months. Thus, similar to a local water or sewerage agency as the default provider of those municipal services, the CCE becomes the default provider of the community's electrical generation services, while the incumbent utility remains the default provider of electrical transmission and distribution services. Opt-out aggregation is common across the country as it achieves the necessary market scale for effective group purchasing and long-term power procurement. It should be noted, however, that all customers are given ample opportunity to opt-out and can do so at any time.<sup>4</sup> Customers always have the choice to remain with the CCE program for electric generation and other community energy services or return to full bundled service provided by PG&E.

CCE programs can and are choosing to procure and develop cleaner sources of electricity than is otherwise available through the incumbent utility. CCEs are also providing energy-related services such as energy efficiency retrofits, on-line energy usage monitoring, community EV charging stations, energy battery storage and other programs that meet community goals related to energy, climate action, local economic development, price stability and local control.

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<sup>4</sup> State law requires that customers receive at least four opt-out notices from the CCE agency providing instructions for how customers can opt-out of the program. Two notices should be sent 60 days prior to launch, with two more within 2 billing cycles or 60 days after launch. This is the window of time when customers can opt-out for free, either by phone, letter or online. After that period, there may be a small fee to switch back to the utility.

Communities in California have been motivated to establish CCE programs for three primary reasons: (1) to reduce greenhouse gases and accelerate the use of renewable energy resources; (2) to procure electricity for a lower price; and (3) to bring new revenue sources into the local economy. Marin County started the State's first CCE program, MCE, in 2010 and has purchased electricity on the open market and contracted for its own solar, wind and biogas power generation. Sonoma's program, SCP, launched in May of 2014 and is emphasizing local renewable energy, including a 100% clean power option sourced from Sonoma's geothermal power facility. MCE also recently started offering a 100% local solar option sourced from a new community solar project in the northern part of Marin County.

With the exception of the City of Lancaster, which is launching in May 2015 under an Enterprise Fund structure, these CCE programs have been established at the county level and governed by a Joint Powers Authority (JPA), which is the recommended legal structure for a multi-jurisdictional public agency approach. There are also some emerging private-sector models that are offering CCE managed service on a fee basis. Either way, municipalities have flexibility to form as they wish - with a city or county in the lead, with single or multiple jurisdictions across a single or multiple counties - as long as there is a qualified, legally authorized administrative entity that will run the daily operations of the program and allow for public governance and community participation.

CCE programs have been able to offer a number of benefits for local governments in California:

- **Local Control:** CCE gives communities control over the source of their electricity and how their electricity dollars are spent. Under current practice, CCE agencies are non-profit, public institutions governed by a Board of Directors consisting of local officials from participating jurisdictions. Through this public governance structure, communities have a say in the program's goals, operations, rates and procurement policies. Revenues can be reinvested into the community through targeted investments in clean technology, energy efficiency, energy related jobs training, or renewable energy development, as has been the case in Marin and Sonoma.
- **Local Economic Development Benefits:** CCE programs are funded by electric generation revenues based on locally set rates that are redirected from the utility and flow into the local CCE agency. This results in new revenues to the local economy, benefitting consumers, municipal operations and local businesses that may wish to offer contract services to the CCE agency. These revenues can be leveraged by the agency's ability to: (a) issue bonds for local power projects; (b) apply for State and CPUC funding to develop new energy efficiency programs; and (c) create public-private partnerships with local companies providing innovative energy related programs and services. Because Community Choice agencies can finance projects with tax-exempt bonds and do not have to pay dividends to shareholders, financing and delivery costs for these efforts are often lower than for-profit utilities. The revenues and profits from a local power development project would stay within the local community instead of flowing out to utility shareholders. And once all the power and operations requirements are met, the community decides how to use excess revenue for local energy related programs and investments.
- **Environmental Benefits:** CCE programs can reduce greenhouse gas (GHG) emissions associated with electricity consumption by offering a resource mix to customers that is both higher in renewable power content and lower in carbon intensity than what the investor-owned utilities (IOUs) offer. For example, Marin's CCE program has a carbon intensity (as measured in lbs. of CO<sub>2</sub> per megawatt-hour) of about 15% below Pacific Gas and Electric (PG&E). Sonoma's carbon intensity is 33% less

than PG&E. Many municipal climate action plans have stressed that a major source of GHGs is from fossil fuel combustion in power plants that serve the area's population.<sup>5</sup> Many of these plans have noted that participation in a CCE program would be the most impactful action a city could take to lower greenhouse gasses and reduce its carbon footprint.<sup>6</sup>

- **New Local Energy Programs:** CCE programs can implement locally-tailored energy initiatives that are difficult to achieve at the macro utility level. For example, the CCE can offer energy efficiency and demand response programs that meet specific community goals. In Marin for example, their initial energy efficiency initiative targeted multi-family dwellings and MCE partnered with the Marin City Community Development Corporation to train local residents to perform energy efficiency audits for those projects. CCE can also incentivize local renewable electricity generation through net-metering and feed-in tariff programs, along with other ways of aggregating, sharing, and financing of new energy sources. For example, MCE and SCP have policies that pay net-metering customers for excess power at higher rates and at better terms than PG&E's net metering program<sup>7</sup> – thereby encouraging greater investment and participation in rooftop solar. Likewise, both MCE and SCP's feed-in tariff programs have better pricing than PG&E, and guarantee a long-term, fixed and secure price for local power projects, making it much easier for project developers to finance new local renewable generation within the CCE service territory.
- **Rate Stability and Lower Prices:** By focusing on demand reduction and the deployment of locally-owned renewable resources within the construct of a long-term, balanced supply portfolio, CCE potentially offers the advantage of greater rate stability. The on-going decline in renewable power prices can also translate into *lower* rates over the long term. For example, Sonoma County conducted an exhaustive study of the rate impacts of different amounts of local renewable energy development. The scenarios that developed renewable projects *within* the county led to the lowest rates by 2020 compared to PG&E.<sup>8</sup> In addition to locally-owned resources leading to lower costs, CCE programs to date have tended to change their rates only once per year, whereas the incumbent utilities may change them multiple times (usually upwards) in a year. In 2014 alone, PG&E raised their average electric generation rates several times, resulting in a 12% increase for the year across all customer classes.
- **Consumer Choice:** At the most fundamental level, CCE is about giving consumers energy choice they don't otherwise have. Under the current system, consumers can only buy power from a single, investor-owned company, in our case PG&E. CCE fosters competition, with all its affiliated benefits, by offering an alternative to consumers. This dynamic can encourage beneficial cost efficiencies and policy changes by utilities that have not otherwise faced a competitive market.

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<sup>5</sup> AB 32 is the state's law that requires large emitters of greenhouse gases to reduce their emissions. Recognizing the important role local governments play in the implementation of AB 32, plans set up by the Air Resources Board have called for local governments to set municipal and communitywide GHG reduction targets to coincide with the statewide limit.

<sup>6</sup> As discussed in Section 5 there is some controversy around GHG accounting because there are different measurement methodologies and no single, standard GHG accounting practice. This issue impacts all CA 'load serving entities' including CCEs and is currently under discussion at the California Public Utilities Commission.

<sup>7</sup> More explanation of net metering is provided on p. 23.

<sup>8</sup> *Report on the Feasibility of Community Choice Aggregation in Sonoma County*. Published by the Sonoma County Water Agency, County of Sonoma General Services, Dalessi Management Consulting and MRW & Associates. This report can be found at <https://sonomacleanpower.org/wp-content/uploads/2015/01/CCA-Feasibility-Report-2011-10.pdf>

## **II. Experience of Marin and Sonoma County CCE Programs to Date**

MCE and SCP are California's first CCEs, launched in 2010 and 2014 respectively, with some operational history to draw from. The City of Lancaster in southern CA is in early launch phase, currently enrolling Phase I municipal accounts. As described in further detail below, both MCE and SCP have been successful in achieving the three primary goals of CCE in California: 1) increased greenhouse gas reductions, 2) cleaner power supply, and 3) competitive (currently lower) rates than the incumbent utility. Both organizations have high customer satisfaction rates, healthy balance sheets, and sound management practices under a joint powers agency (JPA) structure. MCE has developed energy efficiency and other related energy programs such as local EV charging stations and commercial battery storage, and both programs have made substantial investments in new local and regional renewable power projects.

Of particular interest among communities investigating CCE is financial performance. MCE and SCP have so far been very fiscally sound. Both agencies have taken deliberate, conservative approaches to long-term financial management, establishing procurement strategies, reserves and cash flow with stable, competitive rates, even through periods of program expansion. Please see Appendices 4 and 5 for copies of each organization's 2015/2016 operating budgets.

MCE's total revenues for fiscal year 2014-15 are expected to be just under \$100 million with reserves of about \$2 million. About \$90 million of total revenues support electricity purchases and related fees. MCE will have spent about \$2.7 million this fiscal year on energy efficiency and other renewable energy programs. Notably, MCE expects a 50% increase in revenues in their 2015/2016 budget, mostly related to expansion into new communities in Napa and Contra Costa counties.

SCP's current fiscal year revenues are expected to be about \$103 million with reserves of just under \$9 million. Of this, about \$84 million is allocated to the costs of electricity and related fees. SCP reports that it repaid its initial \$1.6 M in start-up costs (provided by the Sonoma County Water Agency) in the first three months of operation, transferring debt obligations to a working capital loan provided by Community Bank of Sonoma. SCP has not so far invested in energy efficiency or ancillary energy programs although it expects to do so beginning later this year. SCP's operating expenses are higher than MCE's because of its (currently) higher cost of debt service. However, it expects its revenues to increase about 60% in the next full fiscal year and for its reserves to double as a result.

Another key element is the ability of CCE programs to be rate competitive with the incumbent utility which both MCE and SCP are, currently offering rates below that of PG&E for their default products (Light Green and Clean Start). The following table shows MCE and SCP's current electric generation rates in the most common customer classes as compared to PG&E electric generation rates in similar customer classes.

**Table 1: PG&E, CCE Electric Generation Rate Comparison (\$)**

Generation Rate	PG&E	MCE/Light Green	MCE Deep Green
E-1 (residential)	0.09745	0.079	0.089
A-1 (small commercial)	0.1015	0.0791	0.0891
E-19 (large industrial)	0.0992	0.0766	0.0866
AG-1 (agricultural)	0.1026	0.0895	0.0995
	PG&E	SCP/Clean Start	SCP/Evergreen
E-1 (residential)	0.09745	0.071	0.106
A-1 (small commercial)	0.1023	0.0762	0.1112
E-19 (large industrial)	0.1016	0.0767	0.1117
AG-1 (agricultural)	0.1075	0.0808	0.1158

Source: <http://www.pge.com/en/myhome/customerservice/energychoice/communitychoiceaggregation/index.page>

## II-a Marin Clean Energy (MCE)



MCE started service delivery in 2010 and currently has 140,000 accounts serving all of Marin County the City of Richmond and unincorporated Napa County. The cities of San Pablo, El Cerrito, and Benicia have also joined MCE and are currently in the process of customer notification and enrollment. By the end of 2015, MCE projects a customer base of ~165,000 accounts. Marin Clean Energy currently offers its customers three power supply options and other energy-related services which will be discussed later in this report:

- 1) **Light Green:** Default product; 50% renewable power currently offered at lower rates than PG&E
- 2) **Deep Green:** Voluntary “opt-up” product; 100% renewable power @ .01 cents/kwh monthly premium (~\$5.00/month for an average size house)
- 3) **Local Sol:** Voluntary “opt-up” participation in local community solar program; 100% renewable solar project in Marin County; limited to 200 customers at a set rate for 20 years; monthly premium cost at ~ \$18.00/household.

**MCE Resource Mix:** MCE has power contracts from 17 different energy suppliers, including its first and largest energy provider, Shell Energy North America (SENA). Through these contracts, MCE has a current renewable energy content of 51% in its default/light green product, and customers can voluntarily opt-up to 100% renewable for a one cent/kWh premium in its deep green product. As noted earlier, MCE also recently launched its local Sol-Shares program, sourced from a community solar project in Novato, which is offered at a significantly higher monthly premium at a set cost over twenty years. As stated in its updated Implementation Plan (2014), MCE also plans to reduce its purchases of natural gas and significantly increase its purchase of renewables through 2020. It is not specified how the share of renewables will increase to this degree, but MCE is investing in a number of renewable energy projects throughout the State of CA and locally, recently reporting 195 MW of new, California based renewable power under development for its customers. The diagram below shows MCE’s 2013 resource mix, which is included in its most recent Implementation Plan. About 39% of the portfolio is

system power (predominantly natural gas), 10% large hydro, and 51% qualified renewable, of which 33% is supported by wind RECs (renewable energy credits).<sup>9</sup>

**Table 2: PG&E/ MCE Power Resource Mix**

**2013 Electric Power Generation Mix\***

Specific Purchases	Percent of Total Retail Sales (kWh)		
	PG&E	MCE Light Green	MCE Deep Green
<b>Renewable</b>	<b>22%</b>	<b>51%</b>	<b>100%</b>
• Biomass & Biowaste	4%	6%	0%
• Geothermal	5%	0%	0%
• Eligible hydroelectric	2%	12%	0%
• Solar electric	5%	<1%	0%
• Wind	6%	33%	100%
<b>Coal</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>
<b>Large hydroelectric</b>	<b>10%</b>	<b>10%</b>	<b>0%</b>
<b>Natural gas</b>	<b>28%</b>	<b>0%</b>	<b>0%</b>
<b>Nuclear</b>	<b>22%</b>	<b>0%</b>	<b>0%</b>
<b>Other</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>
<b>Unspecified sources of power</b>	<b>18%</b>	<b>39%</b>	<b>0%</b>
<b>Total</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

\* 2013 data is from the "Annual Report to the California Energy Commission: Power Source Disclosure Program". PG&E data is subject to an independent audit and verification that will not be completed until October 1, 2014.

**2012 Total CO<sub>2</sub> Emissions from Electricity Sales per Megawatt-Hour\*\***

PG&E	MCE Light Green	MCE Deep Green
445 pounds	380 pounds	0 pounds

\*\* The CO<sub>2</sub> emission rates reflect the emissions associated with PG&E's and MCE's respective energy supplies in 2012. For the purpose of this chart, renewable energy, hydroelectric and nuclear resources have been considered GHG free.

Source: Pacific Gas and Electric:

<http://www.pge.com/en/myhome/customerservice/energychoice/communitychoiceaggregation/index.page>

**Rate Competitiveness:** Given the complexity of PG&E's rate structures, especially for commercial and industrial customers, comparing a utility's rates to a CCE's rates is not always a straightforward, apples-to-apples comparison. However, when MCE initiated service in 2010, it designed its rate structure to be virtually identical to PG&E's to promote transparency in cost comparisons and minimize surprising changes for customers. Sonoma's rate structure followed suit.

Shortly after MCE's launch, in a competitive move designed to undermine MCE's early success, PG&E shifted costs from generation to transmission and distribution and lowered most of its generation rates; thus for about a year, MCE's rates were slightly higher than PG&E's.<sup>10</sup> Over the last three years, however, MCE's rates have been on average 3-7 % cheaper in all rate classes. The chart below compares the most recent rates for typical commercial and residential customers in MCE's service territory. The chart shows that for commercial customers, the pricing for both MCE's 50% and 100% renewable options is less than PG&E (inclusive of PCIA/exit fees<sup>11</sup>) while MCE's 100% local solar program is substantially more expensive. In the residential sector, only MCE's 50% default product is cheaper than PG&E, but it is important to note that PG&E's power mix is substantially less than 50% renewable

<sup>9</sup> For more information on RECs, please see Appendix 2 for a high level briefing on what they are and how they work.

<sup>10</sup> Please note that while utility cost shifting remains a concern, similar tactics have not been permitted by the CPUC since that time.

<sup>11</sup> Power Charge Indifference Adjustment (PCIA) is an "exit fee" based on stranded costs of utility generation set by the California Public Utilities Commission and paid to the utility. It is calculated annually and assessed to customers who take service from an electric generation provider (e.g. CCE) other than the incumbent utility.

energy; in 2014, PG&E's projected renewable energy mix is 27%. It should also be noted that MCE's 50% product is supported by a significant portion of unbundled renewable energy credits (RECs). These RECS were purchased under the Green-e certification program in addition to the bundled renewable power procured to meet the State's 2020 RPS standard of 33%, six years ahead of schedule.

**Table 3: MCE 2015 Residential & Commercial Rates**

<b>E-1 Residential (assume 500 kwh/month) (2015 rates)</b>				
	<b>PG&amp;E Standard Rate 27% Renewable*</b>	<b>MCE Light Green 50% Renewable</b>	<b>MCE Deep Green 100% Renewable</b>	<b>MCE Local Sol (100% Local Solar)</b>
Generation	\$49.50	\$40.13	\$45.21	\$72.14
Delivery	\$44.37	\$44.37	\$44.37	\$44.37
PCIA exit fees	NA	\$6.27	\$6.27	\$6.27
<b>Total</b>	<b>\$93.87</b>	<b>\$90.77</b>	<b>\$95.85</b>	<b>\$122.78</b>
<b>A-1 Small Commercial (assume 1,405 kwh/month) (2015 rates)</b>				
Generation	\$142.54	\$111.00	\$125.05	\$199.51
Delivery	\$154.70	\$154.70	\$154.70	\$154.70
PCIA exit fees	NA	\$15.45	\$15.45	\$15.45
<b>Total</b>	<b>\$297.24</b>	<b>\$281.15</b>	<b>\$295.20</b>	<b>\$369.66</b>

\* Projected 2014/2015 renewable content

Source: Marin Clean Energy, March 2015

Energy requirements and Renewable Energy Credits: Provided below are the estimated energy requirements for MCE's service territory in GWh through 2023. This is helpful to see total energy needs and how they are being filled. MCE relies much more on unbundled RECs than Sonoma Clean Power, an issue that has drawn some criticism in recent years. In 2014, for example, of the 1,356 total GWh demand of all MCE customers, voluntary RECs under contract total 320 GWh or about 24% of total supply. Voluntary REC purchases<sup>12</sup> will remain fairly constant throughout the planning period even though demand will reach more than 1,700 GWh with additional customers enrolling in the program. In 2016, for example, RECs will go down to 18%.

<sup>12</sup> California requires all load-serving entities, including CCE programs, to obtain a minimum portion of their power from renewable resources (known as the Renewable Portfolio Standard or RPS, which will hit 33% by 2020). A certain percentage of that renewable power may be obtained from unbundled RECs. Voluntary RECs are those that are not used for RPS compliance or are purchased above and beyond RPS compliance requirements (eg: for MCE's 100% renewable option).

**Table 4: MCE's Current and Projected Energy Requirements**

<b>All in GWH</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
Total Energy Needs	1356	1675	1714	1709	1703	1698	1692	1687	1682	1677
Total Energy Under Contract	1215	1387	1488	1560	589	373	378	383	383	383
Net Open, all physical energy	141	278	226	149	1114	1325	1314	1304	1299	1293
Conventional Energy Requirements	1021	1240	1257	1220	1220	1219	1218	1214	1211	1207
Conventional Resources Under Contract	977	984	971	945	25	25	25	25	25	25
Open Position, Conventional	44	256	286	275	1195	1194	1193	1189	1186	1182
RPS requirements	371	490	517	532	530	529	527	525	524	522
Voluntary REC requirements	288	326	319	303	304	304	311	312	313	313
RPS Resources Under Contract	349	516	517	615	564	348	353	358	358	358
Voluntary RECs Under Contract	320	107	-	-	-	-	-	-	-	-
Open Position, Renewable Energy	(10)	192	319	220	270	485	485	479	478	477

*Source: MCE 2014 Implementation Plan*

RECs have become a complicated policy issue for CCEs in California and their use has garnered a good deal of criticism for MCE in recent years. SCP learned from that and made a policy decision to procure a power portfolio with a lower renewable energy content (33% vs. 50%) but in so doing, limited the use of unbundled RECs to only 3% vs. ~24% in MCE's portfolio. A more detailed discussion of RECS is included in Appendix 3, but it is useful to make a few key points on the topic:

- 1) RECs are a market-based tool created in the 1990s and sanctioned by the US Environmental Protection Agency to support the development of new renewable power resources in the US and to provide a tracking method for clean power production and compliance.
- 2) There is one REC generated for every 1 MWh of clean power produced, and it is the REC that legally confers the environmental attributes associated with that unit of clean power.
- 3) A REC may remain with the unit of clean power (a bundled REC) or it can be separated from the source and sold separately in the marketplace (an unbundled REC). Regardless, it is the REC that confers the environmental benefits of that power.
- 4) RECs are intended to be retired after the owner claims its environmental attributes for state compliance.
- 5) Unbundled RECs receive 100% compliance credit in some states, but in California, they receive declining credit and are being phased out over time.



“Unbundled” RECs have presented some controversy among environmental and consumer groups because, as noted in bullet 3, the buyer does not actually take delivery of the associated clean power and there is some question about whether the RECs actually stimulate new investment in renewable projects or are simply “green gravy.” In addition, some feel that the use of unbundled RECs is a form of greenwashing because it is the REC that confers the green power attribute, even if it is purchased to “green up” an otherwise fossil- based power portfolio.

It must be said that RECs are a common, legal and recognized energy commodity (similar to carbon offsets) that confer environmental attributes at a fraction of the cost of bundled clean power. Thus, RECs can add value to a portfolio while also allowing the utility, CCE or other load serving entity to remain price competitive. However, their use within the overall power portfolio is a policy decision best left to CCE leadership and its procurement and regulatory compliance experts. Finally, not all REC’s are created equal and MCE has taken the wise step of purchasing only Green-e certified RECs that come with more stringent requirements and closer tracking methodologies.<sup>13</sup>

## II-b Sonoma Clean Power (SCP)



SCP started service in May 2014, with phase I serving 22,000 commercial accounts within its unincorporated County and five-city service territory. In late 2014, SCP expanded service to the full County and currently serves more than 200,000 customers, representing about 90% of the total customer base in the County.

SCP currently offers its customers two power supply options:

- 1) **Clean Start:** Default product; 33% renewable power currently offered at lower rates than PG&E
- 2) **Evergreen:** Voluntary “opt-up” product; 100% renewable power, offered at a premium and sourced locally from the geysers geothermal facility.

SCP’s primary energy services provider is Constellation Energy. For the default Clean Start product, about 37% is sourced from large hydropower (which is low carbon but not considered a renewable resource under State RPS guidelines) and 30% from system power. When compared to MCE’s mix, SCP has a much greater percentage of large hydro, but less system power, which is primarily natural gas. SCP’s overall carbon footprint is therefore lower than both PGE and MCE. Over the long-term, however, this resource mix could make SCP (like PG&E) more vulnerable to drought conditions than MCE. It is a risk that the agency is currently mitigating through its long-term power resource planning and procurement.

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<sup>13</sup> Center for Resource Solutions/Green-e: [http://www.resource-solutions.org/progs\\_green.html](http://www.resource-solutions.org/progs_green.html)

**Table 5: PG&E/ SCP Power Resource Mix**  
**Electric Power Generation Mix\***

Specific Purchases	Percent of Total Retail Sales (kWh)		
	PG&E	Sonoma Clean Power	
		CleanStart	EverGreen
<b>Renewable</b>	<b>22%</b>	<b>33%</b>	<b>100%</b>
• Biomass & Biowaste	4%	9%	0%
• Geothermal	5%	15%	100%
• Eligible hydroelectric	2%	0%	0%
• Solar electric	5%	0%	0%
• Wind	6%	9%	0%
<b>Coal</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>
<b>Large hydroelectric</b>	<b>10%</b>	<b>37%</b>	<b>0%</b>
<b>Natural gas</b>	<b>28%</b>	<b>0%</b>	<b>0%</b>
<b>Nuclear</b>	<b>22%</b>	<b>0%</b>	<b>0%</b>
<b>Other</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>
<b>Unspecified sources of power</b>	<b>18%</b>	<b>30%</b>	<b>0%</b>
<b>Total</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

\* PG&E's generation data represents 2013 is provided in the "Annual Report to the California Energy Commission: Power Source Disclosure Program." SCP's generation data is forecast for 2014.

**Total CO<sub>2</sub> Emissions from Electricity Sales per Megawatt-Hour\*\***

PG&E	CleanStart	EverGreen
445 pounds	294 pounds	70 pounds

\*\* The CO<sub>2</sub> emission rates reflect the energy generation provided by PG&E in 2012. SCP's CO<sub>2</sub> emission data is forecast for 2014.

Source: Pacific Gas and Electric:

<http://www.pge.com/en/myhome/customerservice/energychoice/communitychoiceaggregation/index.page>

SCP was able to focus on local and regional renewable project procurement much earlier than MCE, with more than 80 MW of solar in the pipeline, including a 12.5 MW project that will be built on the property of the County Water Agency, specifically "floatovoltaics," comprised of solar panels atop floating docks in the water agency's irrigation pond. It also made a decision to procure its 100% Evergreen product locally, purchasing bundled geothermal power from Calpine, which has an existing generation facility located in the County. MCE also emphasized local projects in recent years with 200 MW+ in the pipeline, including solar, wind and landfill gas. But at its inception, MCE relied heavily on its energy services provider, Shell Energy North America, to provide its renewable resources focusing more on getting started and building a viable agency at the outset.

Like MCE, SCP has been less expensive than PG&E in its rates, saving customers more than \$6 million in its first seven months of operation in 2014. Provided below is SCP's 2015 rate comparison; the results are similar to the MCE/PG&E comparison, but with slightly greater rate savings due to the more favorable pricing they received when they went to market for their initial energy contracts.

As noted previously, while SCP's resource mix has a lower renewable content than MCE, it also uses far fewer unbundled RECs, which was a conscious policy choice in the face of the controversy about RECs that started in 2013. In addition, SCP does *not* count unbundled RECs in its reduction calculations for greenhouse gas emissions. Attributing GHG benefits to unbundled RECs has recently become an issue at the CPUC, and it is possible that any standardized methodology developed for calculating GHG emissions

will follow the approach taken by SCP. This remains to be seen, however, since the issue goes far beyond CCEs in terms of the use of unbundled RECs and the GHG calculation methodologies for compliance.

**Table 6: SCP 2015 Residential & Commercial Rates**

<b>E-1 Residential (assume 500 kwh/month) (2015 rates)</b>			
	<b>PG&amp;E Standard Rate 27% Renewable*</b>	<b>SCP Clean Start: 33% Renewable</b>	<b>SCP Evergreen: 100% Local Geothermal</b>
Generation	\$48.73	\$35.50	\$53.00
Delivery	\$58.85	\$58.85	\$58.85
PCIA exit fees	NA	\$6.17	\$6.17
<b>Total</b>	<b>\$107.57</b>	<b>\$100.52</b>	<b>\$118.02</b>
<b>A-1 Commercial (assume 1,500 kwh/month) (2015 rates)</b>			
Generation	\$153.42	\$114.24	\$166.74
Delivery	\$165.75	\$165.75	\$165.75
PCIA exit fees	NA	\$16.50	\$16.50
<b>Total</b>	<b>\$319.17</b>	<b>\$296.49</b>	<b>\$348.99</b>

\* Projected 2014/2015 renewable content

Source: Sonoma Clean Power

Finally, SCP had the benefit of learning from Marin's experience, which according to SCP's Director, helped shape some of SCP's strategy, including the following:

- SCP was sensitive to the potential perception that customers may feel they were being forced into a "government energy program" and therefore tried different messaging. For example, opt-out notices were called "enrollment notices" and SCP always stated that it was working hard to "have the right to be people's default provider." People weren't being forced into any particular program – only the "default provider" was changing.
- Outreach was extensive and constant. More than 100 public meetings took place during the formation process, and radio and newspaper advertisements were plentiful during the six months prior to launch. Such outreach can be labor intensive and expensive, but necessary.
- SCP maintained a positive relationship with PG&E. This was helped a great deal by the passage of SB 790 in 2011, which prohibits investor-owned utilities from marketing or lobbying against CCE programs.
- Sonoma also included IBEW 1245, the labor union representing PG&E line workers, on its CCE Steering Committee during formation, and SCP experienced very limited political opposition from the unions before launch.
- Both MCE and SCP make a point not to overpromise on rates. They understand that their CCE default rates may not always be cheaper than PG&E. Thus, both organizations have an established policy to provide *competitive* rates and there are reserve policies in place to support that objective.

The following is a chart that shows a summary level comparison of key program elements between Marin and Sonoma programs:

**Table 7: MCE and SCP Comparative Analysis**

	<b>MCE</b>	<b>SCP</b>	<b>Notes</b>
<b>Number of Accounts</b>	~140,000	~ 200,000	MCE's accounts are projected to jump to 165,000 by end of 2015
<b>Number of Staff Members</b>	25	9	
<b>Administrative Structure/Board Composition</b>	JPA; One elected-official appointed to the Board from each participating jurisdiction	Same as MCE, although JPA agreement does not require that all appointed Board members must be elected officials	All meetings subject to Brown Act
<b>Voting</b>	Two tier system; first tier = one member, one vote; second tier = weighted voting based on load size	Same as MCE	Second tier voting has never been invoked by either MCE or SCP
<b>Service Territory</b>	Marin County plus the Cities of Richmond, Benicia, San Pablo, El Cerrito, and unincorporated Napa County	County of Sonoma	MCE will allow for further expansion at end of 2015; SCP plans unknown
<b>Citizen's Advisory Committees</b>	No; Subcommittees of the Board – Executive and Technical Committees plus periodic ad- hoc committees	Yes; citizens may apply to serve on Operations Committee and/or Ratepayer Advisory Committee	Advisory to Board
<b>2015-16 Projected Revenues;</b>	\$145,933,097	\$165,495,000	MCE's and SCP's budgets will be expanding substantially with addition of new customers/communities
<b>Percent dedicated to program administration</b>	4%	3.5%	
<b>Power Supply Options</b>	Light Green @ 50% RE Deep Green @ 100% RE Local Sol @ 100% local RE	Clean Start @33% RE Evergreen @ 100% local RE	
<b>Unbundled RECs?</b>	Yes; ~24% unbundled RECs	Yes; 3% unbundled RECs	
<b>Average Customer Rate Savings</b>	1-3% (residential) 3-7% (commercial)	6-9% (residential, small commercial) 9-14% (low-income and large commercial)	
<b>Opt-Out Rate</b>	~ 23%	~ 10-11%	
<b>MWs of new RE under contract</b>	235 MW	82.5 MW	Most of these contracts are for in-state and local solar projects
<b>NEM and FIT programs?</b>	Yes	Yes	
<b>NEM and FIT programs?</b>	Yes; MCE is a designated EE program administrator registered with the CPUC	No; referring to existing County/PG&E programs	

### III. Emerging CCE Programs Around the State

As of April 2015, at least 20 counties and/or hundreds of cities within them are currently investigating or actively pursuing CCE formation. Similar to the SVCCEP, most of these communities are leading with greenhouse gas reduction and the shift to renewable power as the primary objectives, but there is growing interest in the central valley, which tends to have a greater focus on cost savings and other economic development benefits.

**Figure 2: CCE Program Development Status (as of April 2015)**



The following is an update on the City of Lancaster, currently in Phase I customer enrollment, and a few of the cities and counties that have recently committed significant resources to CCE Phase I “due-diligence and pre-planning.”

**City of Lancaster:** The City of Lancaster’s program, Lancaster Choice Energy, is a single jurisdiction CCE run through an Enterprise Fund model by the City of Lancaster. The program is currently enrolling ~680 municipal accounts and 200 non-municipal early enrollees and expects to begin Phase 2 enrollment of 5,300 commercial and 50,000 residential accounts in October 2015, ultimately serving 55,000 customers citywide. The City has contracted with Direct Energy Services for its initial power contract and scheduling services, and is offering a default power product called “Clear Choice” with a 35% renewable power content. LCE is also offering its voluntary “Smart Choice” product with a 100% renewable power

content at a small premium. Default rates were set at 3% lower than the incumbent utility, Southern California Edison. For more information on Lancaster's CCE program, please see [www.lancasterchoicenergy.com](http://www.lancasterchoicenergy.com).

**Alameda County:** In June, 2014, the Board of Supervisors allocated \$1.3 million to investigate and possibly form a countywide CCE program.<sup>14</sup> The County has requested PG&E load data for the unincorporated areas and all 13 cities, and their Steering Committee and technical study will soon be underway. The County's projected launch date is Q1 2017. For more information on Alameda County's program, please see: [www.acgov.org/cda/planning/cca](http://www.acgov.org/cda/planning/cca)

**San Mateo County:** In February 2015, the County Board of Supervisors voted unanimously to move ahead with Phase I of their CCE investigation, allocating \$300,000 for Phase I within a total project budget of \$1.5 million. PG&E load data has been requested on behalf of the County and all 19 of its cities, and the County CCE advisory committee and technical study will soon be underway. The County's projected launch date is Q3 or Q4 2016. For more information on San Mateo County's program, please see: [www.smcgov.org/community-choice-aggregation](http://www.smcgov.org/community-choice-aggregation)

**Monterey Bay:** Led by the County of Santa Cruz with Monterey and San Benito Counties as partners, this tri-county CCE initiative has the support of three counties and 21 cities participating in their technical study. As of January 2015, the County had raised nearly \$400,000 in state grants<sup>15</sup> and private funds to support their Phase I due-diligence and early outreach. The program is guided by the County and a planning development advisory committee (PDAC) of local government representatives and stakeholders. For more information on Monterey Bay's efforts, see [www.montereybaycca.org](http://www.montereybaycca.org)

**Los Angeles County:** On March 17, 2015 the LA County Board of Supervisors unanimously voted to allocate funding for a Countywide CCE study that would include many of the cities in the South Bay Council of Governments service area. Of those cities, eight have already have passed resolutions of support including the cities of Carson, Torrance, Redondo Beach, Hermosa Beach, Manhattan Beach, Palos Verdes, Beverly Hills, and Santa Monica. For more information about these efforts, please see: [www.southbaycleanpower.org](http://www.southbaycleanpower.org).

**The City of San Luis Obispo and Mendocino County** also recently passed resolutions authorizing the investigation of CCA and requesting that staff research various models/options under which a program could operate.

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<sup>14</sup> Alameda County's \$1.3 M allocation is for Phase I CCE planning and due diligence within an overall start-up budget of \$3.4M. Although some county staff time is covered under this budget and community engagement/marketing costs will be high for a County of this size and diversity, it is possible that the start-up costs could be lower than projected.

<sup>15</sup> From the California Strategic Growth Council

## IV. CCE Energy Program Development: Energy Efficiency, Local Renewables and Other Innovative Efforts

**Energy Efficiency (EE):** An additional service opportunity for CCEs is the integration of local energy efficiency programs. How a CCE approaches these programs can complement or replace existing EE options available to their customers, such as those offered by the utility or through state or regional programs. The good news is that there is flexibility and choice for both the CCE and its customers. CCE programs can offer or provide access to energy efficiency programs with a variety of revenue sources including: 1) use CCE revenues collected from customer rates; 2) continue to work with an existing REN (in South Bay, the organization is called BayREN) and access their programs; 3) apply to the CPUC to become an energy efficiency program administrator and receive associated program funds<sup>16</sup>; and 4) apply to the CPUC for a pro-rata share of utility public purpose programming (PPP) funds based on the size of the CCE customer base. In all cases, the CCE's customers still qualify to participate in *statewide* utility-sponsored EE programs.

MCE is the only CCE program with active energy conservation efforts underway in the last few years. SCP has made a decision for now to refer customers to existing energy programs available within Sonoma County.<sup>17</sup> Over the long-term, SCP is likely to follow a model that focuses more on load shifting, enabled by “smart grid” demand response and microgrid activities, than traditional energy efficiency programs. Particularly with the growth of solar power – which can sometimes lead to an excess of energy production during peak daytime hours – SCP leadership feels that load shaping to flatten load curves and reduce peak demand on central utility assets is where its focus should be.

MCE's updated Implementation Plan calls for overall annual energy consumption within its service territory to be reduced by approximately 2% over its planning period through 2023 through energy efficiency efforts.<sup>18</sup> In 2014, MCE's peak demand forecast was 225 MW with annual consumption at 1,289,000 MWh. Two percent of that figure would be 25,780 MWh. For perspective, MCE's saw its 2013 energy efficiency savings come in at just 371 MWh. The goal for 2014 was 1,133 MWh (4.4% of its goal), hitting 1,360 MWh by 2015. As these numbers illustrate, MCE has a long way to go towards hitting its 2% reduction target.

As a non-IOU Energy Efficiency Administrator, MCE has deployed a multi-sector approach to energy efficiency service provision that – prior to 2013 – was only provided by the investor-owned utilities. MCE has elected a phased approach and elected to become an energy efficiency administrator for its customers, receiving an average of \$2M annually from the CPUC to support its local programs. MCE offers an [interactive web tool](#) to help residential customers identify and take action on energy-saving measures in their homes. MCE also offers a [Green Home Loan](#) program that covers the upfront costs of

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<sup>16</sup> This is the approach selected by MCE; since 2013, the Agency has been allocated over \$5.5M in energy efficiency funding from the CPUC.

<sup>17</sup> For example, Sonoma and many other local jurisdictions have programs whereby energy efficiency upgrades can be financed through payments on property tax bills. These programs are referred to as Property Assessed Clean Energy (PACE).

<sup>18</sup> MCE's Implementation Plan can be found at <http://www.mcecleanenergy.org/wp-content/uploads/mce-revised-implementation-plan.pdf>. This 2014 document was a revision of MCE's previous 2012 Implementation Plan filed with the CPUC and was developed to reflect changes in MCE's program since 2012, such as expansion to new areas.



energy efficiency improvements. The loan is repaid directly on a customer's PG&E bill (on-bill repayment). For multi-family buildings, MCE provides access to no-cost energy audits, incentives, rebates and property loans to finance projects. MCE offers some free services, such as free walk-through energy assessments for qualifying properties. MCE will also provide tenant units with certain free measures such as exchanging incandescent bulbs with high efficiency lighting, installing high performance faucet aerators and showerheads, and wrapping hot water pipes with insulation at no cost. For commercial customers, MCE offers a similar set of programs, including "Green Business Loans" financed through River City Bank. MCE's website also provides links to a number of other energy-saving programs offered by organizations throughout the Bay Area.<sup>19</sup> MCE is now preparing to expand its EE programs and will be applying to the CPUC to become an energy efficiency administrator for its new communities as new customers are enrolled. MCE has found its phased/incremental approach to program development over time has helped them establish credibility and demonstrate effectiveness to the CPUC. The Agency expects to make larger strides towards its overall 2% reduction goal in the coming few years.

As noted above, CCE programs can also fund energy efficiency programs with their own revenues and reserves. They may also apply to the CPUC for a share of the Public Purpose Programming (PPP) funds<sup>20</sup> collected by the utilities from bundled service customers. This is a complicated area of CPUC regulation, but currently a CCE may qualify for significant program funds if it can demonstrate that it will be able to use the funds cost-effectively and present a plan the Commission believes meets statewide policy objectives and is not already offered by the utility.

Allocation of PPP funding is governed by the CPUC Code Section 381.1. A CCE can elect to become an EE program administrator for its customers and would therefore have access to its share of PPP funding collected from its customers. Or, a CCE can apply to the CPUC to become an EE administrator to serve a broader customer base and apply for an additional allocation of PPP funds beyond its pro-rata share. Section 381.1 of the PUC code further specifies requirements and objectives that must be met in order to be authorized by the CPUC as an EE program administrator.

MCE has qualified for several million dollars in PPP funds to support its own programs, which have focused on multi-family dwelling improvements. Whether a CCE's customers continue to qualify for the utility's programs depends on: 1) the nature of the CCE's funding and programs, and 2) the extent to which their customers are not applying for the same project (i.e. double-dipping) or duplicating utility programs.

***Demand Response (DR):*** Demand response programs offer incentives to customers to reduce their energy requirements (demand) during peak times when power supplies are most expensive.<sup>21</sup> Most DR programs are run by large utilities and require fairly extensive engineering capacities, which many third-

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<sup>19</sup> More information on all of these programs is available at [www.mcecleanenergy.org](http://www.mcecleanenergy.org).

<sup>20</sup> PPP was previously referred to as the Public Goods Charge -- <http://www.cpuc.ca.gov/PUC/energy/Energy+Efficiency/cpucrole.htm>

<sup>21</sup> A utility's load profile changes throughout the day. For example, on summer afternoons, when so many customers use air conditioners, demand for power goes up. This requires utilities to have access to "peaker plants" to satisfy demand only during these relatively few peak times throughout the year. This is expensive and polluting, which is why reducing peak demand has so many benefits.



party companies have. MCE does not yet administer any DR programs, although MCE customers are eligible to participate in PG&E's programs.<sup>22</sup> MCE also receives corresponding "capacity credits" that reduce MCE's need to procure resource adequacy capacity in compliance with CPUC rules. These programs provide 2% of MCE's resource adequacy requirements, and MCE eventually aims to increase this level to 5%, either through MCE or PG&E-administered programs. It has delayed implementation of additional DR programs until it receives better data that will allow it to identify promising projects and strategies.

**Net Metering and Feed-In Tariffs:** Net energy metering (NEM) provides incentives for customers to generate excess solar energy, beyond their onsite demand. Typically, the incentives from the incumbent utility are set at the wholesale power rate of about 3-4 cents/kWh<sup>23</sup>. This pricing model does not encourage project sizing that would provide additional energy into the utility's grid. To motivate local renewables development, MCE's program pays eligible customer-generators the full *retail* rate normally applicable to the customer's consumption plus an additional 1 cent per kWh incentive for any surplus energy production. This rate is ~ 12 cents/kWh vs. 4 cents/kWh currently paid by PG&E. In MCE's service territory, there are about 4,000 NEM customers, representing approximately 35,243 kW (35.2 MW) of local renewable generation.

On the other side of the meter, project developers that install projects greater than a megawatt can sign a guaranteed power purchase agreement with MCE at a generous rate – more than \$100/MWH depending on the size – which is designed to incentivize small-scale, commercial renewable projects. The utilities currently offer about \$89/MWH for similar size feed in tariff (FIT) projects.<sup>24</sup> It should be noted that, while newer and thus less robust, Sonoma Clean Power also offers NEM terms that are better than PG&E's and recently established its ProFIT feed in tariff program that looks similar in many respects to MCE's FIT program.

**Energy Storage:** Energy storage may present cost-savings opportunities for CCE customers. With on-site energy storage, commercial and industrial customers can charge a battery bank during off-peak times and discharge the battery during the peak hours. In so doing, larger customers can reduce their demand charges. Even if a customer hits a very high peak demand for just one hour during a 30-day billing cycle, the customer pays the demand charge at that level. The customer is assessed on a \$/maximum kilowatt demand reached (regardless of how many hours the demand was actually at that level). Demand charges represent a large portion of a C&I (commercial and industrial) customers bill, so reducing those few hours of maximum demand by being able to discharge a storage device just during those peak times can lead to substantial savings for customers (see illustration below). This is particularly true with the costs of storage declining and with generous incentives available through the

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<sup>22</sup> Information on PG&E's energy efficiency programs – including demand response – can be found at <http://www.pge.com/myhome/environment/pge/energyefficiency/>.

<sup>23</sup> SB 920 authorized payments to be made to NEM customers who generate more electricity than they use over their 12-month billing cycle. The compensation customers receive —known as **Net Surplus Compensation** (NSC)—is based on a 12-month average of the market rate for energy, or roughly \$0.03 to \$0.04 per kilowatt-hour (kWh). See

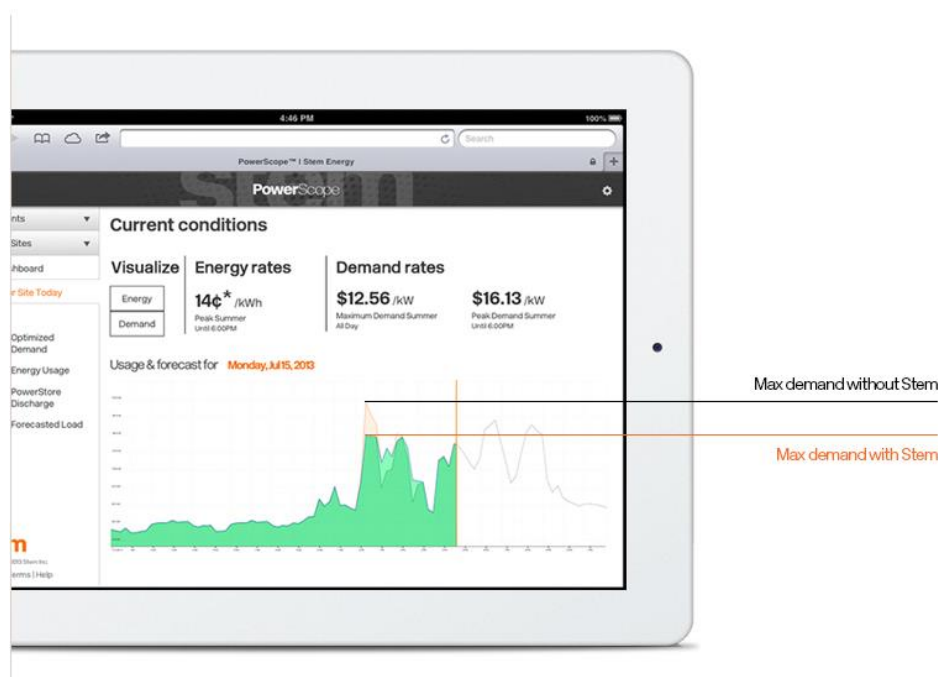
[http://www.pge.com/en/myhome/saveenergymoney/solar/nembill.page?WT.mc\\_id=Vanity\\_nem](http://www.pge.com/en/myhome/saveenergymoney/solar/nembill.page?WT.mc_id=Vanity_nem)

<sup>24</sup> For more information on feed-in-tariffs, see

<http://www.pge.com/en/b2b/energysupply/wholesaleelectricitysuppliersolicitation/ReMAT/index.page> and <http://www.cpuc.ca.gov/NR/rdonlyres/0095B424-8E49-4F2A-B1B9-995A0690AB16/0/FIToverview.pdf>

State's [Self Generation Incentive Program](#) (SGIP).<sup>25</sup> Because demand charges are billed by the incumbent utility as part of transmission and distribution rates, a CCE's energy storage program would not affect CCE revenues. CCE programs could simply refer customers to SGIP or possibly participate in developing projects and generate a revenue stream from that activity.

**Figure 3: Benefits of Demand Reduction**



**Source:** <http://www.stem.com/for-business>

In addition, [AB 2514](#) established energy storage targets for both incumbent utilities and CCEs equal to 1 percent of forecast peak load by 2020. For MCE, that translates to about 3 MW of storage capacity. Beginning on January 1st, 2016, and every two years thereafter, CCEs must file Advice Letters with the CPUC demonstrating progress towards meeting this target, and a description of the methodologies for insuring projects are cost-effective. Storage may be a promising technology for CCE customers, especially those with large commercial and industrial sector loads.

**Local Construction of Renewable Energy:** One of the key questions regarding an ambitious effort to develop local renewables is whether the resource can scale to meet demand. MCE and SCP face some constraints for large-scale solar PV projects because of the high amount of sensitive park and agricultural land. However, Santa Clara County has a larger potential for solar PV. A March 2012 report, [Bay Area Smart Energy 2020](#), estimated the solar PV potential in the Bay Area. It found a potential in

<sup>25</sup> SGIP provides incentives to support existing, new, and emerging distributed energy resources. The SGIP provides rebates for qualifying distributed energy systems installed on the customer's side of the utility meter. More information on the SGIP program in PG&E service territory can be found at <http://www.pge.com/en/mybusiness/save/solar/sgip.page>. According to the site, advanced energy storage technologies qualify for a subsidy of \$1.46 per watt of storage capacity.

Santa Clara County of more than 4,200 MW for residential and commercial rooftops and commercial parking lots.<sup>26</sup>

**Table 8: Bay Area Potential for Solar PV in the Built Environment**

<b>County and 2009 Population</b>	<b>Residential (MW<sub>ac</sub>)</b>	<b>Commercial (MW<sub>ac</sub>)</b>	<b>Commercial Parking Lot (MW<sub>ac</sub>)</b>	<b>Total (MW<sub>ac</sub>)</b>
Alameda (1,480,000)	1,360	879	1,525	3,764
Contra Costa (1,036,000)	756	438	1,070	2,264
Marin (249,000)	180	111	260	551
Napa (134,000)	100	78	140	318
San Francisco (810,000)	453	635	835	1,923
San Mateo (714,000)	431	465	735	1,631
<b>Santa Clara (1,771,000)</b>	<b>1,278</b>	<b>1,129</b>	<b>1,825</b>	<b>4,232</b>
Solano (411,000)	331	190	425	946
Sonoma (470,000)	375	230	485	1,090
<b>Total</b>	<b>5,264</b>	<b>4,155</b>	<b>7,300</b>	<b>16,719</b>

*Source: Bay Area Smart Energy 2020, March 2012*

In addition, the US Environmental Protection Agency maintains a database and mapping application as part of its [RE-Powering America](#) Program, which encourages renewables development on potentially contaminated land that is not suitable for other development, such as landfills and old industrial sites. In Santa Clara, the database includes sites that have key data needed to pre-screen for solar PV projects, such as total acreage, distance to substation and solar radiation per square meter per day. This database lists sites that total more than 850 MW of potential solar development just in Sunnyvale, Cupertino and Mountain View, including landfills and industrial zones. While not all sites would be suitable or available for development, this database does demonstrate the large solar PV resource that exists.

**Cost Implications of Local Build Out:** One of the advantages of a CCE is the ability of the community to develop local energy resources. These local projects, however, may be significantly more expensive than power purchases in the wholesale market, which can put upward pressure on rates. The costs of renewable energy have fallen dramatically in recent years, a trend that will be affected if the investment tax credit (ITC) for solar power is terminated at the end of 2016. Palo Alto recently signed a 30 year

<sup>26</sup> Bay Area Smart Energy 2020 by Bill Powers, March 2012, page 108.  
([http://pacificenvironment.org/downloads/BASE2020\\_Full\\_Report.pdf](http://pacificenvironment.org/downloads/BASE2020_Full_Report.pdf))

power purchase agreement (PPA) for 80 MW of solar at a cost of 6.9 cents per kWh, and MCE stated it was recently getting bids for PV at 6 cents/kWh.<sup>27</sup> Although still more expensive than wholesale power purchases, renewable energy projects can provide a hedge against exposure in future energy markets, which can be volatile.

CCEs will need to consider the relative costs and benefits of local, small-scale solar projects balanced against power from larger centralized solar projects and power plants. Small installations on rooftops and parking lots are much more expensive per kWh than utility-scale facilities. For example, 80 MW scattered across rooftops and parking lots in and around Palo Alto would come in at a price higher than 6.9 cents because smaller, distributed sites cannot achieve the economies of scale that a utility-scale site can provide. MCE and SCP have addressed this by designing programs that offer customers the option to purchase electricity from local small-scale projects for a premium rate and by balancing their overall power portfolio with diverse resource types and contract terms.

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<sup>27</sup> For reference, some of the most-recent power purchase agreements in the southwestern United States have seen levelized PPA prices as low as \$50/MWh or 5 cents /kWh (in 2013 dollars). See <http://emp.lbl.gov/sites/all/files/utility-scale-solar-2013-report.pdf>.

## V. Risks Associated with Starting a CCE Program

Establishing a CCE program provides many benefits to the community but is not completely without risk. The most salient risks are known and good management and applied experience can mitigate most of them, as the Marin and Sonoma programs have demonstrated.

**Financial Risk:** CCEs will face the same types of financial risks that all businesses face, such as those associated with cash flow, especially in the early stages of the program. These risks are manageable if program costs can be recovered in rates that are competitive. The main issue for jurisdictions participating in a CCE program is the extent of their liability in the event the CCE fails.<sup>28</sup>

MCE and SCP are each governed by a Joint Powers Authority (JPA) to which all participating jurisdictions must join by passage of an ordinance. Both JPAs have provisions, supported by CA case law, that immunize member jurisdictions against any contractual liabilities assumed by the CCE program, thus forming a legal firewall between the assets and liabilities of the JPA and those of the member cities' general funds. The cities of El Cerrito and Benicia, which are planning to join MCE, have analyzed this issue, which is available at <http://www.el-cerrito.org/DocumentCenter/View/4174>. In general, while there may be some risks to member jurisdictions in the event of CCE failure, they are not financial in nature and CCE jurisdictions have considered any remaining risks so low as to be acceptable.

A jurisdiction that decides to develop a CCE program without the protections of a JPA will need to consider the risks to the city and plan accordingly.

**Competitive Rates:** A key issue for a CCE program is whether it can provide power with the desired renewables mix at a competitive price. Renewable energy resource prices in wholesale markets have been falling but are still more expensive than traditional power supplies. Because price is so central to the success of the program, future CCE staff should continue to evaluate the overall trends of power prices in the market. In the near term, a pricing analysis will be an important component of any technical study.

MCE and SCP entered the market after wholesale electricity prices dropped to 3-4 cents/kWh due to excess supply in the market, at half the wholesale price of 2006-07. Low prices in the wholesale market will not last forever. Energy supply costs for PG&E and the CCE programs will depend upon the timing of contract commitments, hedging strategies and resource mix.

A report conducted for the City of Benicia by MRW & Associates offers a useful overview of potential rate issues in the coming years. In summary, the report states that *"given all of the factors that drive rate changes, it cannot be stated with certainty that the relationship between PG&E and MCE rates observed in August 2014 will continue year-to-year; however, it is reasonable to expect that MCE rates will on average remain competitive with PG&E's."*<sup>29</sup>

Overall rates, according to MRW, will likely be driven by water availability, the price of natural gas, and the prices of renewable contracts entered into by MCE (and SCP) compared to those entered into by PG&E. MCE's rates are likely to remain competitive with PG&E's, but CCEs may have more market

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<sup>28</sup> This risk is mitigated by contract language that insulates member jurisdictions from the liabilities of the JPA and the required posting of a \$100,000 bond in the event that the program fails and customers must be returned to PG&E service.

<sup>29</sup> This report was included in an analysis prepared by the staff of El Cerrito as it planned to discuss joining MCE. The report can be found at: <http://www.el-cerrito.org/ArchiveCenter/ViewFile/Item/2021>.

exposure than PG&E in some circumstances. PG&E's Diablo Canyon nuclear plant provides a hedge against spikes in natural gas prices. In general, MRW concluded that higher gas prices would affect MCE more than PG&E, although given current gas production in the US, it seems reasonable to assume gas prices will remain low for the foreseeable future. CCE investments in renewable resources can be a hedge against spikes in natural gas prices. MRW's report concludes by saying, *"in the long run, with exit fees reduced to zero and Diablo Canyon retired, it is reasonable to expect that electricity bills through MCE will generally be lower than under PG&E."* And even if Diablo Canyon's license is extended, it would likely require substantial upgrades that will make it a higher-cost resource for PG&E. Other considerations related to CCE cost competitiveness include:

- **Non-Profit Status:** CCE programs administered under a JPA structure are non-profit and do not pay income taxes, large executive salaries, or shareholder dividends.
- **50% Renewable Portfolio Standard (RPS):** The CPUC has considered raising the RPS to 50% by 2030<sup>30</sup>, in which case all the load-serving entities will be seeking more renewable power. Whether or not this raises the prices of renewable power depends in large part on policy decisions; for example, whether the definition of "renewables" for this purpose will change to include additional resources, such as larger hydropower projects or unbundled RECs. Increased demand for renewable power to satisfy state requirements is likely to increase wholesale prices.

***PG&E Green Option:*** PG&E will soon be offering its customers a 100% solar power product, which is expected to be similar to Marin's 100% local sol community solar project. The program offers two options<sup>31</sup>:

- The Green Tariff Shared Renewables (GTSR) gives customers the option of subscribing to services that will include either 50% or 100% solar resources in their supply portfolio.
- Enhanced Community Renewables (ECR) gives customers the option to buy subscription rights to receive energy from a new facility working directly with developers to identify and develop projects within their communities.

GTSR customers will pay an estimated premium of 2-3 cents/kWh, which may fall as solar costs fall and which would be less expensive for customers than SCP's Evergreen service option, which has a premium of 3.5 cents/kWh. As a community solar program, ECR customers pay developers for the rights to the output they subscribe to from a local solar project. As with GTSR, they will also receive a bill credit for energy they no longer need from PG&E's standard energy mix and a charge for program-related expenses. However, these charges and credits will be assessed based not on their consumption but on the kWh output of their subscribed solar panels. For example, if a customer owns 3% of a 1,000 kW solar system and that 3% generates 100 kWh in a year, those kWh are deducted from the customer's electricity bill.

**Market Exposure:** A CCE's energy suppliers could default or for some reason not provide the energy that was originally contracted for, forcing the CCE agency to enter the potentially expensive and volatile

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<sup>30</sup> For more information, see <http://www.cpuc.ca.gov/PUC/energy/Renewables>

<sup>31</sup> More information is available at

[http://www.pge.com/en/about/environment/pge/greenoption/index.page?WT.mc\\_id=Vanity\\_greenoption](http://www.pge.com/en/about/environment/pge/greenoption/index.page?WT.mc_id=Vanity_greenoption)

short-term market to meet customer load. Conversely, if the program locks in a number of long-term contracts and the market price for power subsequently falls, the CCE will not be able to take advantage of cheap power supplies. Good procurement practices minimize risks with diverse portfolios, owned power assets, and hedging strategies. In addition to pricing risks, there are also volume acquisition risks. For example, if CCE purchases do not match demand, it could face some market exposure. Again, such risks are mitigated with well-designed procurement strategies and integrated energy resource plans.

There is some risk associated with a mismatch between power purchase commitments and customer opt-out levels. MCE's opt-out rate has hovered around 23% and SCP's is closer to 11%. Neither CCE has reported significant liabilities as a result of opt-out rates.

**Regulatory Risk:** The CPUC has numerous ratemaking and policy-making functions that affect CCE risks and viability. The most critical of these are:

- **Exit Fees** – The utilities charge a “Power Charge Indifference Adjustment” (PCIA) to CCE customers to recover “stranded” investments in power; while there is an annual calculation overseen and approved by the CPUC, the utilities have an incentive to keep this rate high so that CCE rates are relatively less competitive;
- **Cost Allocations** – The utilities have an incentive to allocate costs to CCE customers' rates so utility rates appear more competitive. Currently, the utilities have used an account called the “Cost Adjustment Mechanism” (CAM) to impose generation costs on CCE customers that would not be permitted in the PCIA. They have also frequently proposed moving generation costs into transmission and distribution rates in order to reduce their own generation rates in ways that are may affect CCE competitiveness;
- **Rate Design** – The utilities have an incentive to set rates in ways that affect CCE competitiveness, for example, by including high fixed charges for transmission or solar project interconnections and stand-by power. The utilities are also implementing “green tariffs” as a way to compete with CCAs, which state law provides may not be subsidized by other ratepayers;
- **Resource Planning** – Utility resource plans should include realistic assumptions about future CCE load projections so that the utilities don't over-purchase power, which would later be allocated to CCE customers through the CAM or PCIA. The Commission regularly reviews related issues in its “LTPP” (long-term power procurement) proceedings;
- **Bonding Requirements** – Currently, CCEs have very limited bonding requirements, which are set at \$100,000 per program to cover the costs of customers returning to the incumbent utility. If a CCE program closes down, all customers are automatically returned to utility bundled service. Substantial increases to bonding requirements could strain CCE finances;
- **Resource Adequacy** – California law requires all load-serving entities, including CCEs, to provide evidence that they will have power available during peak periods. MCE and SCP have so far been able to comply with state law without significant problems;
- **Direct Access** – Direct access permits customers to choose among many competitive providers. This program has been very limited in California but pressure is building with AB 286 making its way through the CA legislature to increase the cap and number customers who may participate, which could reduce a CCE's customer base;

The El Cerrito report and the SCP feasibility study provide more detailed information about risks.<sup>32</sup>

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<sup>32</sup> The El Cerrito report can be found at: <http://www.el-cerrito.org/ArchiveCenter/ViewFile/Item/2021>.

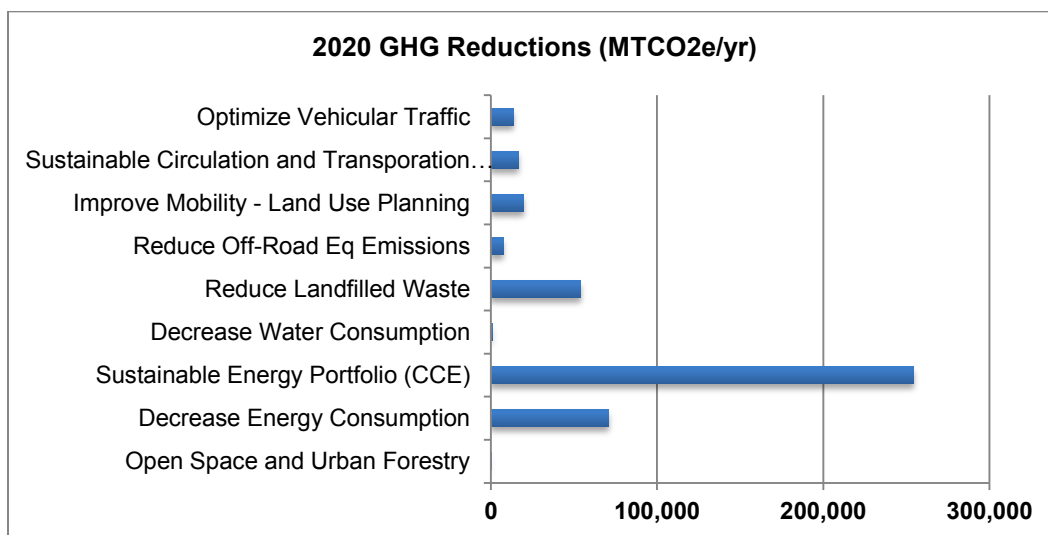
CPUC policies and decisions have not been consistently supportive of CCEs and the CPUC must balance many interests in its decision-making. In recent years, MCE has been active in CPUC proceedings, effectively on behalf of prospective CCE programs statewide. It will need support in the future and its interests may not always align with those of other CCAs.

**Political Risk:** Other jurisdictions considering CCE programs have met with varying levels of opposition mainly from PG&E and the International Brotherhood of Electrical Workers (IBEW) Local 1245, which represents some of PG&E’s electrical workers. Publicly, union leaders have said that CCE programs that use in-state power, union labor, minimize or eliminate the use of unbundled RECs and emphasize local build-out would be welcomed. Lancaster and SCP did not face significant union/utility opposition. However, well-funded media campaigns in San Francisco and Marin County have misrepresented CCE program plans and results, creating program delays and high opt-out rates.

## VI. Potential Environmental Impacts of CCE

Interest in CCE at the local level has been driven in part by the program’s prospects for supporting progress toward adopted climate action goals. Several local climate action plans have identified CCE as the single most effective way to reduce a city’s carbon footprint, as the figure below demonstrates for the City of Sunnyvale. CCE programs can be platforms to accelerate deployment of renewable energy and electric vehicles, implement energy efficiency programs tailored to local needs, and develop innovative programs to motivate local investments in renewable energy. Because CCE programs are designed to be self-supporting, while also meeting the goals of a city or county’s climate action plan, participation in a CCA also contributes to avoided costs of environmental compliance.

**Figure 4: Sunnyvale Climate Action Plan Projected GHG Reductions by 2020**



According to its website<sup>33</sup>, PG&E in 2013 had a carbon intensity of 427 lbs. per MWh compared to 364 lbs. for MCE<sup>34</sup> and 294 lbs. for SCP. The partners involved in SVCCEP collectively had a total electricity

The Sonoma study can be found at: <https://sonomacleanpower.org/wp-content/uploads/2015/01/CCA-Feasibility-Report-2011-10.pdf>

<sup>33</sup> <http://www.pgecurrents.com/2015/01/30/pge-cuts-carbon-emissions-with-clean-energy/>

<sup>34</sup> [http://www.mcecleanenergy.org/wp-content/uploads/Understanding-MCE-GHG-Emission-Factor\\_2013\\_3-16-2015\\_2.pdf](http://www.mcecleanenergy.org/wp-content/uploads/Understanding-MCE-GHG-Emission-Factor_2013_3-16-2015_2.pdf)



consumption in 2013 of about 3.2 million MWh. As the chart below illustrates, had the SVCCEP jurisdictions had the emissions rates of Marin or Sonoma, its total GHG emissions would have been 14.8% or 31.1% lower than PG&E, respectively.

**Table 9: Potential GHG Benefits of a SVCCEP Program**

METRICS	PG&E	MCE	SCP
Lbs. CO2 emitted per MWh	427	364	294
Energy consumed by SVCCEP agencies in 2013*: 3,196,761 MWh			
Total CO2 emissions (metric tons)	619,035	527,702	426,221
Emission Reductions (metric tons)	0	91,333	192,814
Percentage Reduction from PG&E Baseline	0	14.8%	31.1%
Equivalent number of cars taken off the road**	0	19,228	40,593
*includes Sunnyvale, Cupertino, Mountain View and unincorporated Santa Clara County. Information provided by City of Sunnyvale			
** <a href="http://www.epa.gov/cleanenergy/energy-resources/refs.html">http://www.epa.gov/cleanenergy/energy-resources/refs.html</a>			

Despite these impressive numbers, it should be noted that GHG emission calculation methodologies are the source of some controversy. The CPUC recently directed MCE, SCP and PG&E to leave estimates of GHG reductions off of their annual rate comparison documents until and unless they settled on a common methodology. Many experts believe using the GHG emissions rate in MTCO2/MWh is an oversimplification that does not take into account several factors. Below are two examples that demonstrate the level of nuance included in assessing the GHG impacts of a CCE program:

- **Marginal Load:** Utilities manage their power generation according to “marginal load” requirements. “Base load” plants serve basic requirements and typically run all the time, such as nuclear or hydropower plants that are carbon free. When additional power is required “on the margin,” those that can be deployed quickly tend to be more expensive to operate than base load plants. The Sonoma feasibility study assumed that a CCE’s load would be primarily displacing the more carbon-intensive marginal load. If PG&E suddenly had fewer customers, it would change the way it operated its gas plants before its hydro or nuclear facilities. In this case, assuming displacement of electricity of PG&E’s *average* emissions rate would potentially *undercount* emission impacts; that is, undercount the reductions achieved by a CCE.
- **Cap and Trade:** California has a [Cap-and-Trade](#) program whereby most large power plants’ carbon emissions are regulated. Power plants are either given allowances to emit carbon, or companies buy allowances at auctions run by the Air Resources Board (ARB). Power plants can sell surplus allowances, and conversely, some facilities may have to buy more allowances. Penalties are issued for facilities that emit more GHGs than have allowances in their account. While this trading goes on between regulated power plants, the total number of allowances is does not change, except for a gradual reduction to meet the 2020 goal of 427 million tons of emissions (10% below 1990 levels). The idea behind Cap-and-Trade is that the State reaches its goal by providing as much flexibility in the market as possible. If CCEs increase the production of

renewable energy, capped fossil-fuel plants may be used less, thus enabling them to sell surplus carbon allowances to other facilities that – as a result – might not otherwise reduce their emissions. The result, therefore, could be no net decrease in GHG emissions. To counteract this potential result, ARB created a set-aside program where renewable energy producers could apply to ARB to have the corresponding GHG-reduction value from their power result in allowances being retired instead of sold – essentially lowering the overall cap. This would help ensure the environmental integrity of renewable energy projects, and CCE programs should consider applying to ARB to participate in this set-aside allowance program to assure the CCE program is reducing carbon emissions.

## **VII. Recommendations and the Path Forward**

The prospects for CCE programs in California have improved significantly in recent years as a result of a variety of circumstances:

- The success of MCE and SCP and soon the City of Lancaster in program management and power procurement and providing their communities greener power at competitive prices;
- Favorable wholesale energy market conditions, which is providing relatively low cost power;
- Recognition that a CCE program can be a self-supporting option for meeting Climate Action Plan objectives and other local public policy goals;
- Reduced cost of renewable power and improvements in renewable technologies; and,
- The development of expertise, best practices and an expanded vendor base to serve CCE programs.

As a result, SVCCEP can reasonably project that a CCE program in Silicon Valley will be successful, assuming a well-designed, well-managed program. This is especially true if wholesale market prices remain low and the program is able to manage growth and spread fixed costs over a growing customer base over time.

LEAN has worked with the SVCCEP team to develop a phased work plan, timeline, and planning budget to conduct the requisite analysis and stakeholder engagement for decision-making, and to prepare for the launch of a CCE program and entity. Figure 5 below provides an overview of the work plan and timeline.

### **Work Plan:**

The work plan for CCE program launch is divided into three phases. The first phase involves an initial exploration of program viability (fulfilled by this report) and a subsequent technical study. During this phase, community engagement strategies are also launched and readied for expansion during subsequent phases. If the technical study indicates a CCE program can meet SVCCEP policy objectives and be sustainable at competitive rates, SVCCEP can move to Phase 2, which would involve program design, procurement solicitation for energy services, expanded community engagement, and formation of the Joint Powers Authority that would govern the program. Phase 3 builds on Phase 2 as the program

moves towards implementation, customer enrollment and preparing for launch of an independent operation. SVCCEP may elect to move some components, such as JPA formation, forward to facilitate expedited progress throughout the phases.

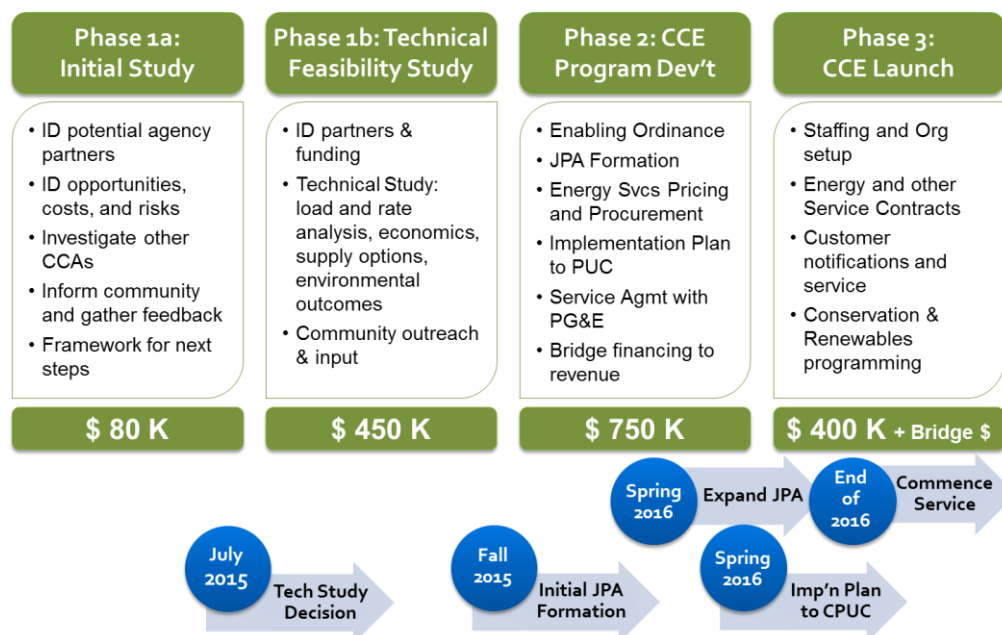
### Timeline:

The program timeline included in this report is an assertive one. Depending on political will and availability of expertise and resources, SVCCEP could launch a CCE program by the end of 2016. While the practicality of this timeline hinges on resources and motivated leadership, it also supported by a heavy reliance on leveraging the experiences and products of the successfully operating CCE programs.

### Budget:

The estimated cost for SVCCEP to launch a program is \$1.6 million. This investment can be repaid by program revenues after the program launches. The program budget is a program level estimate and would be refined as consultant agreements are negotiated, and progress and experience gained. This budget is intended to be inclusive of vendor and consultant costs as well as internal staff costs to manage the project, implement requisite components, and provide critical advice or support to the partnership as it launches a new public agency. This budget tracks well with the \$1.7 million Sonoma County Water Agency expended to support the launch of Sonoma Clean Power. In addition to this budget, SVCCEP will need to provide approximately \$100,000 for program bonding as well as some level of loan guarantee to support outside financing/working capital to cover initial power contracts and cash flow in the first months of the program in amounts that will depend upon expected load and program phase-in.

**Figure 5: Possible CCE Timeline and Budget**



## Recommendations

- SVCCEP should articulate objectives and goals for a CCE program in order to assess the prospects of program success and begin considering how to design a program in the service of its goals and objectives
- SVCCEP should engage consultants for a technical study that will focus on quantitative analysis such as load forecasting, portfolio design strategies, initial program size, and financial requirements, considering updated market prices and PG&E rates. The study should consider the area's heavy commercial and industrial load, which will present opportunities and challenges that may differ in some aspects from the experiences of MCE and SCP. The risk analysis that has already been performed for other communities will likely apply equally to SVCCEP.
- SVCCEP should continue to engage other Santa Clara cities to assess their interest in the program and participation in the CCE technical study
- SVCCEP should begin a process of engaging various constituencies in the community to identify community interest and promote an understanding of the program. Other jurisdictions have developed strategies to promote community awareness that may be useful to SVCCEP.
- If SVCCEP moves ahead with the program, it should begin developing a JPA organization with professionals who have experience in retail electricity services, program design, finance, wholesale purchasing and renewable resource development.

## APPENDIX 1: Glossary of Terms

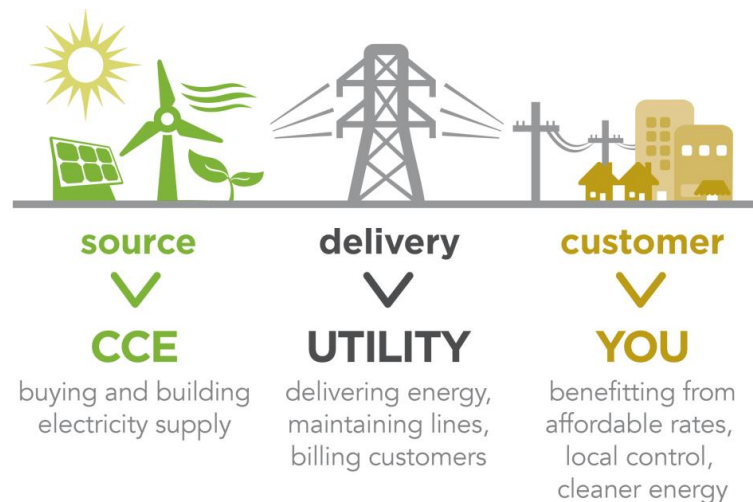
Term	Meaning
Behind-the-meter	Refers to energy efficiency or electricity generation that takes place on the customer side of the electricity meter rather than on the utility/grid side.
California Public Utilities Commission (CPUC)	California's State agency in charge of regulating investor-owned utilities.
Community Choice Aggregation	The legal term used in AB 117 and by the CPUC for programs herein referred to as Community Choice Energy. As authorized by statute, CCA allows local governments to pool the municipal, residential and commercial electrical load within their municipalit(ies) for the purpose of procuring and developing power on their behalf.
Demand response	Technology that lowers electricity demand (or consumption) in response to shortages in the available supply of electricity.
Direct Access	A program that permits utility customers to purchase power supplies from a provider other than the incumbent utility; CCE programs are not considered direct access
Feed-in tariff	A standard power contract, usually for small projects 1MW or less, that requires the utility to pay a set amount for generated renewable electricity for a set number of years, depending on technology.
Greenhouse gas (GHG)	A gas that causes the atmosphere to trap heat radiating from the earth. The most common GHG is Carbon Dioxide, though Methane and others have this effect.
MWH (megawatt-hour)	A unit of electrical energy that is produced or consumed= to 1,000 kilowatt hours. Thus, 8,000 kwh = 8 MWh.
Implementation Plan	A plan CCAs must present to the CPUC for its certification and review for consistency with state law and CPUC rules
Investor-owned utility	A privately-owned power distribution company, such as Pacific Gas and Electric (PG&E), that in California is regulated by the CPUC.
Joint powers authority (JPA)	An entity permitted under the laws of some states, whereby two or more public authorities (for example, local governments, or special districts) can operate collectively.
Electric Load	The amount of electricity a customer or group of customers uses; also referred to as "demand."
Load-serving entity	A firm or organization that purchases electricity on behalf of any customer or group of customers. Once formed, a CCA is considered a load serving entity.
MW (megawatt)	A unit of electrical power equal to 1 million watts that expresses the capacity (or power rating) of power plants or consuming devices. As a unit of capacity, a MW is distinct from a MWH, which is a unit of electricity. For example, a solar plant with a <i>capacity</i> of 1 MW will – running at fully capacity – produce a MWH of <i>electricity</i> in one hour.
Microgrid	A local, small scale power grid that can operate independently of or in conjunction with the central utility system.

Net metering	A state-mandated program through which utility customers with behind-the-meter renewable generating facilities smaller than 1 MW can receive bill credit for power not used on-site and delivered to the grid (causing the meter to run backwards).
PCIA or “exit fee”	Power Charge Indifference Adjustment (PCIA) is an “exit fee” based on stranded costs of utility generation set by the California Public Utilities Commission. It is calculated annually and assessed to customers who take service from an electric generation provider (e.g. CCE) other than the incumbent utility.
Peak load	The electrical power demand at that time, over the course of a year and during the day, when electricity consumption is greatest.
Power Purchase Agreement (PPA)	Term for energy supply contract
Renewable energy certificate (REC)	A certificate of proof that one MWh of electricity was generated and delivered to the grid by an eligible renewable energy resource. A REC can be sold together with the underlying energy or “unbundled,” and sold separately.
Renewable portfolio standard (RPS)	Law that requires CA utilities and other load serving entities (including CCAs) to provide an escalating percentage of CA qualified renewable power (culminating at 33% by 2020) in their annual energy portfolio.
Community shared solar	An arrangement by which many electricity customers in a community may each own a portion of a solar PV generating facility, and therefore receive a share of the electricity and/or revenue it generates.
Smart grid	An electricity supply network that uses electronic communications and management systems to respond to changes in system requirements.
Solar PV	A solar electricity generating technology in which solar energy is transformed into electricity through a photovoltaic (PV) effect.
Unbundled RECs	Renewable energy certificates that verify a purchase of a MWh unit of renewable power where the actual power and the certificate are “unbundled” and sold to different buyers.

## Community Choice Energy (CCE) Frequently Asked Questions

- **What is Community Choice Energy?** Community Choice Energy (CCE) is a program that enables city and county governments to pool (or aggregate) the electricity demand of their communities for the purpose of supplying electricity. A CCE buys and/or develops power on behalf of the residents, business, and government electricity users in its jurisdiction. The electricity continues to be distributed and delivered over the existing electricity lines by the incumbent utility-which is Pacific Gas and Electric (PG&E) in Northern California.

### How Local Energy Aggregation Works



- **How will CCE be administered in Silicon Valley/Santa Clara County?** The CCE program will be administered by a joint powers agency that serves as a public, non-profit agency on behalf of municipalities that choose to participate in the CCE. It is important to note that through the JPA structure, the assets and liabilities of the JPA remain separate from those of the County or City general funds. Thus, any surplus funds generated by the CCE will be reinvested back into the community in the form of new energy projects and programs and will not flow back into the general funds of the JPA's member jurisdictions.
- **How are CCE's funded?** All CCEs, once they are operational, are completely ratepayer funded and are not subsidized by taxpayer dollars. Ratepayer revenues for electrical generation services currently go to the incumbent utility (PG&E), but would be re-directed to the CCE program which would become the County's default provider of electrical generation services.
- **Why are so many local governments considering CCE?** CCEs provide consumer choice where none currently exists and have also resulted in lower electrical generation rates.<sup>35</sup> In addition, CCEs provide communities with local control over their energy supply, allowing them to increase the amount of electricity procured from renewable sources, such as solar, wind, and geothermal. CCEs can also develop innovative energy programs tailored specifically to their communities and support the development of local renewable energy projects. Finally, CCEs introduce competition into the energy market, which helps drive costs down, stimulate new

<sup>35</sup> <http://www.mcecleanenergy.org/residential-rates/>  
<http://sonomacleanpower.org/for-my-home/rates/>

energy investments, and diversify power choices. Customers in a CCE jurisdiction can choose to stay with the CCE program or return to PG&E's generation service; customers always have the power to choose.

- **What are the economic advantages of CCE?** In addition to the potential for customer rate savings and the economic value of ratepayer revenues serving our community rather than a utility territory ten times our size, CCEs can accelerate the development of local renewable energy projects and facilitate other energy innovations such as energy efficiency retrofits, home area networks, battery storage and EV charging stations to name a few. This translates into the potential for new local services and consumer benefits as well as significant regional and local job creation. It should be noted that renewable energy facilities provide many more jobs per unit of investment than traditional natural gas and coal plants.<sup>36</sup>
- **What are the environmental advantages of CCE?** CCEs can choose to purchase from and develop electricity sources that are more heavily weighted towards renewable energy and carbon free power resources. The production and burning of traditional energy sources, such as coal and natural gas, generates large amounts of GHG emissions into the atmosphere. These GHG emissions are a leading cause of pollution and climate change.
- **How does this relate to my city's Climate Action Plan?** Many cities and counties now have "Climate Action Plans" that outline various measures that the city or county can take to reduce its GHG emissions and conserve natural resources. In Santa Clara County, electricity consumption is a main source of GHG emissions. Joining a CCE is one way jurisdictions in the county can reduce their GHG emissions from electricity and meet their local climate goals.
- **Has this been done in other areas and what are the results?** There are two CCE programs up and running in California: Marin Clean Energy (MCE) in Marin County and Sonoma Clean Power (SCP) in Sonoma County. Both MCE and SCP offer their customers 10-30% more renewable energy than PG&E at prices that are competitive and currently lower than PG&E's rates. MCE and SCP are now actively procuring and co-developing in-State and local renewable resources and offering specialized energy programs designed for their local service areas. A third CCE in the City of Lancaster will begin serving customers in May, 2015 and there are many local governments in California currently investigating CCE's potential for their communities.
- **If a CCE is formed in Silicon Valley/Santa Clara County, what is PG&E's role?** If a CCE forms in Santa Clara County, the CCE would be responsible for buying and/or developing all the electricity required to meet the demands of its customers. Customers who choose to opt-out of the CCE would continue to have PG&E buy their electricity. All customers, whether they are a part of the CCE not, continue to pay PG&E for transmission and distribution services and receive a single, consolidated bill from PG&E. The only difference between a CCE and PG&E customer's bill is the source of electricity and line-item charge for energy generation.
- **If the power goes out, will PG&E still fix a CCE customer's outage problem?** Yes, PG&E continues to provide the same delivery, line maintenance, and customer services regardless of whether that home or business is part of the CCE program.
- **If I join a CCE, will my electricity rates go up?** A technical study will examine the impacts of a CCE on rates, but so far, CCE electrical rates have generally been 5%-8% lower than PG&E's

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<sup>36</sup> Pollin, Robert. 2012. Economic prospects-getting real on jobs and the environment: pipelines, fracking or clean energy? New Labor Forum 21(3):84-87



rates. This is dependent on the customer class and the particular CCE option each customer chooses. Current CCEs offer a “default” option that is both cleaner and cheaper than PG&E, as well as a 100% renewable energy option that is slightly more expensive than PG&E’s default product. In addition, CCEs have the added advantage of price stability. While PG&E rates change several times a year, CCE rates generally adjust once per year, offering a measure of rate stability for CCE customers. While there is no guarantee that CCE generation rates will always be lower than PG&E’s generation rates, CCEs do have the advantage of being small, non-profit agencies that pay no shareholder dividends, high corporate salaries, or income taxes like investor-owned utilities do.

- **How does a CCE procure electricity?** A CCE must submit a plan to the California Public Utilities Commission (CPUC) that specifies how it will purchase 115% of the estimated electricity demand for its area for a period of one year. Once the plan is approved, CCEs negotiate the purchase of electricity for its service area on the open energy market by entering in power purchase agreements (PPAs) with energy providers. These PPAs can be long or short term, depending on the needs of the CCE and type of energy being provided. A CCE can also sponsor a bidding process whereby project developers can bid to build new electricity sources solely for CCE customers. Through a utility service agreement, the power a CCE procures is transmitted over PG&E’s power lines.
- **Do the electrons purchased or generated by the CCE actually go to my house?** No, when we say that the CCE supplies power to customers, we mean that the CCE puts the same amount of electricity onto the grid that its customers use. When the individual electrons from all power resources go onto the grid no one can determine which electrons go where. Think of it as depositing \$100 in one ATM and taking out \$100 in another. It’s not the same \$100 bill, but it’s still your money. One can think of electricity in the same way. If you consume 500 kilowatt-hours in a month, the CCE must supply 500 kWh to the grid on your behalf. The advantage of a CCE is that what’s supplied to the grid on your behalf can be both cleaner and less expensive than what PG&E is putting on the grid.
- **How is a CCE program set up?** Local governments must pass an ordinance to join a CCE program, and the CCE agency must draft an Implementation Plan that is approved by the CPUC. This is typically done after an initial technical study to determine the amount of electricity that will be required and to examine a CCE’s ability to be cost competitive with PG&E. The Implementation Plan outlines how the CCE will function, how it will set rates, how it will procure electricity, and how it will carry out all other functions required under CPUC regulations.
- **I have heard that CCEs are “opt-out” programs. What does that mean?** When a county or city decides to create or join a CCE, all customers within that jurisdiction are automatically enrolled in the CCE; the CCE becomes the default provider of electrical supply. However, any customer can choose to opt-out and return to the incumbent utility (PG&E) for *generation* service at any time (remember: gas service, electric power delivery and customer billing is always provided by PG&E). State law requires that customers receive several notifications to opt-out just before and just after a CCE program launches. At any time after that initial launch period, a CCE customer can return to the incumbent utility’s service for a small administration fee.
- **What is the governance structure of a CCE?** There is no law regulating how the governing body a CCE should be structured, so each CCE is a little different. Most CCEs are governed under a Joint Powers Agreement by a Board of Directors. The Board of Directors is usually comprised of a representative from each member city (and the county) within the CCE jurisdiction. The Board sets the CCE’s policies and electricity rates. A CCE may also have an

advisory committee made up of representatives from other stakeholder groups, such as local businesses and community organizations. CCEs also employ a small staff to run the day-to-day operations of the program and interface with CCE customers. As a public agency, the CCE process is designed to be very transparent with all meetings and information open to the public.

- **If I installed solar panels on my home or business, would I need a Power Purchase Agreement to sell our excess energy to a CCE?** No. This is called net metering, and the CCE would be able to offer property owners fair market rates for their excess energy production without a Purchase Power Agreement, even if that solar installation took place before the CCE launched. CCEs have been able to offer better net metering rates for customers who generate surplus electricity, and those customers would automatically be enrolled into a CCE's net metering program, unless they choose to opt-out and remain with PG&E. Larger solar projects that are "in front of the meter" can also be facilitated under a CCE's feed-in-tariff program which uses a standard power contract with set prices to buy all the power generated from that facility on behalf of CCE customers.

**Are there other websites/resources I can check out?** Yes.

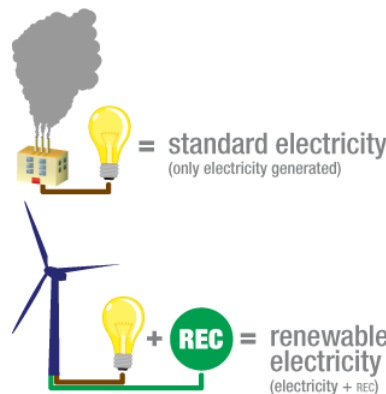
For information about Marin's CCE program, go to [www.mcecleanenergy.com](http://www.mcecleanenergy.com)

For information Sonoma's CCE program, go to [www.sonomacleanpower.org](http://www.sonomacleanpower.org).

For general information about CCE, go to [www.leanenergyus.org](http://www.leanenergyus.org).

### Renewable Energy Certificates FAQ

**What is a REC?** A Renewable Energy Certificate or REC is a tradable commodity that represents the environmental attributes of energy generation from qualified renewable power resources, e.g. wind, solar, geothermal, and small hydro. A REC, and its associated attributes and benefits, can be bought and sold together or separately from the underlying physical electricity produced by a clean power generator. As renewable generators produce electricity, they create 1 REC for every 1 megawatt-hour (MWh) of electricity placed on the grid. If the physical electricity and the associated RECs are sold together, that is called “bundled renewable energy.” If the electricity and REC is sold to separate buyers, the REC becomes “unbundled” and the electricity produced is no longer considered “renewable” or “green.” The reason is because, under the current market structure, *it is the REC that conveys the environmental attributes of the renewable electricity, not the electricity itself.* This latter point is often confusing to people and has created much of the debate and contention that we see today related to the value of unbundled RECs. The following is an illustrated description of a REC and its relationship to the power source.



Source: Center for Resource Solutions

**When Did RECs Come About and Why?** RECs were created and introduced in the late 1990s by the U.S. EPA in response to a growing desire for and adoption of state policies to support the increased development of new renewable power resources across a diverse geography. The idea is that utilities, companies and individuals can support the construction of new clean power plants by buying RECs without actually receiving the electrons, which is ultimately good for the planet. The basic rationale for RECs is that they: 1) help spur new power development because they have a financial value not limited to a specific power plant or geography, and 2) they help utilities and other load-serving entities (like Community Choice Programs or CCAs) achieve their state environmental compliance goals, such as renewable portfolio standards (RPS).

**Why Do RECs Matter?** Traditional utilities CCAs want to obtain as much renewable energy as possible on behalf of their customers while also keeping prices competitive. Through the purchase of a REC, a CCA can meet its renewable energy goals and RPS compliance mandates because the REC buyer obtains the environmental attributes of the renewable power. In addition, unbundled RECs are generally cheaper than the physical power from a solar or wind plant, so they can help keep costs down.

**Can more than one entity claim the value of a REC?** No, this is not supposed to happen; once the credits are claimed, the RECs are retired. While not required, REC buyers should purchase them from an official registry and clearinghouse (known as WREGIS), which tracks and accounts for all RECs in the

Western region of the US. Buying through WREGIS or one of their accredited partners means only the buyer of that REC can claim its carbon reductions and other environmental benefits. Once that value is used/attributed, the REC is retired so as to avoid abuse and “double counting.”

**Do the CCAs in Marin, Sonoma, and Lancaster use RECs?** Yes. RECs are used to support the *voluntary* renewable energy content of the CCA portfolios in Marin and Sonoma; this is the clean power purchase that goes beyond the mandated power procurement requirements outlined in California’s RPS. It should be noted that Sonoma Clean Power has adopted a policy to use minimal unbundled RECs, and only 3% of its power is attributable to that source.

**Does PG&E Use RECs?** Yes, PG&E issued a request for proposal to purchase unbundled RECs as recently as January 2015.<sup>37</sup>

**Why are RECs so controversial?:** Different people have different interpretations of RECs, but the controversy really lies with the use of *unbundled* RECs, wherein the environmental attributes conveyed with the certificate are separated from the electrons that are placed on the grid. While the arguments can get complicated, proponents of RECs believe that RECs, because they have both financial and compliance value, support and incentivize the construction of new renewable power plants. Proponents argue that more renewable energy plants exist today because RECs have helped make new power projects more financeable. In addition, RECs have helped reduce the costs of compliance with state RPS policies that mandate a certain percentage of energy demand is met through qualified renewable energy. Remember that unbundled RECs are cheaper than a bundled REC, but they count toward the State RPS. This is why opponents of unbundled RECs believe they are essentially a cheap tool for “greenwashing” dirty power. A utility or CCA, for example, may buy fossil fuel electricity but can legally claim they are meeting their renewable compliance goals by purchasing RECs. In addition, opponents are concerned that customers may not have a full and clear picture of what they are buying without a requirement to disclose the use of unbundled RECs in a power portfolio.

**Additional Resources:**

US EPA: <http://www.epa.gov/greenpower/gpmarket/rec.htm>

CA Public Utilities Commission:

<http://www.cpuc.ca.gov/PUC/energy/Renewables/FAQs/05REcertificates.htm>

Local Clean Energy Alliance:

<http://www.localcleanenergy.org/files/What%20the%20Heck%20is%20a%20REC.pdf>

Center for Resource Solutions/Green-e: [http://www.resource-solutions.org/progs\\_green.html](http://www.resource-solutions.org/progs_green.html)

Western Renewable Energy Generation Information System: [www.wregis.org](http://www.wregis.org)

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<sup>37</sup> See

[http://www.pge.com/includes/docs/pdfs/b2b/wholesaleelectricssuppliersolicitation/RPS2014/RPS\\_Solicitation\\_Protocol\\_01052015.pdf](http://www.pge.com/includes/docs/pdfs/b2b/wholesaleelectricssuppliersolicitation/RPS2014/RPS_Solicitation_Protocol_01052015.pdf)

## MARIN CLEAN ENERGY

### OPERATING FUND Proposed Budget Fiscal Year 2015/16

	2014/15 Proposed Amended Budget	2015/16 Proposed Budget	Increase (Decrease)
<b>REVENUE AND OTHER SOURCES:</b>			
Revenue - Electricity (net of allowance)	\$ 99,126,394	\$ 145,933,097	\$ 46,806,703
Revenue - Consideration from lease termination	400,000	-	(400,000)
Total sources	<u>99,526,394</u>	<u>145,933,097</u>	<u>46,406,703</u>
<b>EXPENDITURES AND OTHER USES:</b>			
<b>CURRENT EXPENDITURES</b>			
Cost of energy	87,900,551	129,522,715	41,622,164
Personnel	2,140,000	2,964,000	824,000
Technical consultants	545,000	629,000	84,000
Legal counsel	405,000	360,000	(45,000)
Communications consultants and related expenses	750,000	751,000	1,000
Data manager	2,550,000	2,862,000	312,000
Service fees - PG&E	705,000	921,000	216,000
Other services	354,000	418,000	64,000
General and administration	370,000	329,000	(41,000)
Occupancy	-	260,000	260,000
Integrated demand side pilot programs	-	50,000	50,000
Marin County green business program	15,000	10,000	(5,000)
Low income solar programs	25,000	35,000	10,000
Total current expenditures	<u>95,750,551</u>	<u>139,111,715</u>	<u>43,352,164</u>
CAPITAL OUTLAY	420,000	150,000	(270,000)
DEBT SERVICE	1,195,000	1,020,000	(175,000)
<b>INTERFUND TRANSFER TO:</b>			
Renewable Energy Reserve Fund	-	1,000,000	1,000,000
Local Renewable Energy Development Fund	109,994	151,383	41,389
Total interfund transfers	<u>109,994</u>	<u>1,151,383</u>	<u>1,041,389</u>
Total expenditures	<u>97,484,545</u>	<u>141,433,098</u>	<u>43,948,553</u>
Net increase (decrease) in available fund balance	<u>\$ 2,041,849</u>	<u>\$ 4,500,000</u>	<u>\$ 2,458,151</u>

#### NOTES/COMMENTS

**Electricity Revenue** - projected revenue includes expanded territories and rate increases.

**Cost of energy** - projected cost of energy includes expanded territories.

**Personnel** - increase due to planned staff hires for new territories, transitioning work performed by external communications consultants to staff, and cost of living adjustments and raises.

**Technical consultants** - costs increase with expanded territory.

**Legal** - drop from prior year, when unexpected costs related to AB 2145 occurred.

**Communications** - essentially holding flat, with transition to replace external consultants with staff.

**Data Manager** - Noble Solutions charges per meter, which increased with territory expansion.

**Service Fees PG&E** - charged by the account which increased with territory expansion.

**Other Services** - planned increase for inflation, costs related to setting up the new building.

**G&A** - this category no longer includes office lease, so the budget is reduced from last year. Costs associated with the new building and additional staff will offset some of this savings.

**Occupancy** - this new category includes office lease, utilities and maintenance in the new office building.

**Capital Outlay** - capital required for tenant improvements, employee workstations in new building.

## APPENDIX 5: SCP 2015/2016 Operating Budget



### Sonoma Clean Power Authority

#### DRAFT Fiscal Year 2015-2016 Operating Budget – Page 1 of 2

		<b>DRAFT Budget FY15-16</b>
<b>REVENUES AND OTHER SOURCES</b>		
Electricity Sales <sup>1</sup> (net of allowance)	164,824,000	
EverGreen Premium <sup>2</sup> (net of allowance)	671,000	
<b>Total Revenues</b>		<b>165,495,000</b>

#### EXPENDITURES

##### Product

Cost of energy and resource adequacy <sup>3</sup>	130,110,000
Data Management	3,208,000
Service Fees to PG&E	1,041,000
<b>Product Subtotal</b>	<b>134,359,000</b>

**Personnel** 2,033,000

**Outreach and Communications** 782,000

**Customer Noticing** 352,000

**General and Administration** 488,000

<sup>1</sup> Forecast sales are 2,200,000 MWh, and includes an allowance of 0.5% of sales for uncollectible accounts.

<sup>2</sup> The EverGreen premium is exclusively used to pay the additional cost of local, Sonoma County produced renewable energy.

<sup>3</sup> Includes energy, renewable energy, NetGreen cash-outs, ProFIT payments, resource adequacy, California Independent System Operator fees, and scheduling fees.



**Sonoma Clean Power Authority**  
**DRAFT Fiscal Year 2015-2016 Operating Budget – Page 2 of 2**

		Draft Budget FY15-16
<b>EXPENDITURES – continued</b>		
<b>Other Professional Services</b>		
Legal	220,000	
Accounting	165,000	
Technical	780,000	
Legislative and regulatory advocacy	235,000	
Other consultants	160,000	
Other Professional Services Subtotal		1,560,000
<b>Programs</b>		
Pilot Program Implementation	1,200,000	
Program Development and Evaluation	150,000	
Other Professional Services Subtotal		1,350,000
<b>Total Expenditures</b>		<b>140,924,000</b>
<b>OTHER USES</b>		
Capital Outlay		282,000
Collateral Deposits		7,000,000
<b>DEBT SERVICE</b>		
Debt Service		382,000
<b>Total Expenditures, Other Uses and Debt Service</b>		<b>148,588,000</b>
<b>Net Increase/(Decrease) in Available Fund Balance</b>		<b>16,907,000</b>



# City of Sunnyvale

## Agenda Item

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15-0537

Agenda Date: 7/14/2015

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### REPORT TO COUNCIL

#### SUBJECT

Approve the Purchase and Sales Agreement Between the City of Sunnyvale and Toll Brothers Incorporated for the Purchase of Four Privately-Owned Properties located at 396 and 402 Charles Avenue, and 397 and 403 Mathilda Avenue; Find CEQA Exemption Pursuant to Guideline 15061(b) (3); and Approve Budget Modification No.1 to Appropriate Funding

#### BACKGROUND

The City owns six residential parcels in the downtown area located in "Block 15" of the Downtown Specific Plan (DSP). Block 15 is in the area bounded by Iowa, Charles, McKinley and Mathilda Avenue (Attachment 1 - Aerial Map of Block 15). On October 14, 2014, City Council reviewed Report to Council (RTC) 14-0753 to consider adoption of a resolution declaring the City-owned residential properties located in Block 15 as surplus property available for sale in compliance with Government Code section 54222. Council took no action that evening and tabled the item for further evaluation. Council requested more information on alternatives, including the potential to assemble additional properties before considering the City-owned properties as surplus. Additionally, City Council scheduled a closed session on November 11, 2014 to discuss price and terms for the potential purchase of the privately owned properties located at:

- 396 Charles Avenue
- 402 Charles Avenue
- 397 Mathilda Avenue
- 403 Mathilda Avenue

On November 11, 2014, City Council discussed in closed session price and terms for a possible purchase of four privately owned properties, as mentioned above. During the Public Hearing of November 11, 2014 City Council considered RTC 14-1059 (Attachment 2) to declare the City-owned parcels on Charles and Mathilda Avenue as surplus property available for sale in compliance with Government Code section 54222. Council decided not to declare the City-owned properties within Block 15 as surplus property. Instead, Staff was directed to return to Council for their consideration of price and terms on the potential purchase of the subject properties.

#### EXISTING POLICY

##### **Council Policy 1.2.7 Acquisition, Leasing and Disposition of City-Owned Real Property**

In all real property transactions, consideration must be given to the City's near and long-term goals and the public benefit derived from the use. Using an approach that will best accomplish the City's objectives given the circumstances at the time should be the guiding principle. It is the City's policy to manage its real property assets to further City goals.



**ENVIRONMENTAL REVIEW**

The Property is being acquired for uses consistent with the City's General Plan, Downtown Specific Plan and zoning ordinance, although no particular use has been determined and no development plans have been prepared. Consequently, it can be seen with certainty that there is no possibility that the purchase in and of itself may have a significant effect on the environment, in that the City's purchase of the Property merely changes ownership while incorporating existing land use policies and zoning regulations. (California Environmental Quality Act Guideline 15061(b)(3).)

**DISCUSSION**

The four privately-owned parcels are surrounded by and contiguous to City-owned properties located within Block 15 (Attachment 1). Of the four parcels, two have single-family homes on Charles Avenue (currently occupied with tenants) and the other two consist of vacant land facing Mathilda Avenue. The combined area of the four parcels is 36,905 square feet, or 0.82 acres. The subject properties are highly desirable in order to increase the square footage of City-owned land. Acquiring these parcels will give the City greater control over the future use of Block 15. Acquisition of the subject properties combined with the City-owned properties would bring the total square footage to 62,533 or 1.44 acres. Should Council approve the purchase of this property, after the close of escrow, staff will bring an agenda item to Council to discuss future use of the property.

**Relocation Assistance**

Tenants of the two homes may be subject to Government Code 7260 et seq., Relocation Law. The relocation assistance statute provides benefits for persons who relocate as a result of acquisition of real property by a public entity. The relocation assistance could include:

- Providing notices to residents and owners;
- Preparing a relocation plan;
- Providing relocation advisory services;
- Payment of moving expenses;
- Payment of certain costs involved with replacement housing.

The extent of necessary financial relocation assistance is unknown at this time. Relocation assistance could include moving expenses and replacement housing payments for comparable replacement housing. Should Council decide to go forward with the real property acquisition, discussions with the tenants would take place to learn of their specific circumstances. Budget Modification No. 1 includes estimated funding for relocation assistance, including the services of a relocation specialist if needed. Should additional funding be required, staff would return to Council for approval of a budget modification. Any excess remaining funds would be returned to the General Fund.

**Acquisition Due Diligence**

The City contracted with Ground Zero Analysis, Incorporated to perform a Phase I environmental assessment of the properties as the City's responsibility to perform due diligence. The assessment included site visits of each property, review of preliminary title reports and search of property databases on historical uses. The objective was to identify to the extent feasible the presence or likely presence of any hazardous substance or petroleum product that would pose as a potential future burden to the City.

Results of the Phase I environmental assessment showed no unusual conditions or evidence of soil or ground water contamination. The property does have historical agriculture uses which pose some risk of pesticide contamination similar to most properties in Sunnyvale. Due to the age of the existing homes on the site, building materials may contain asbestos and/or lead based paint. If the site were redeveloped, additional testing would be required as part of the environmental review process. The sellers have not disclosed any known environmental issues but are not providing a guarantee the site is free of hazardous materials.

Review of the preliminary title reports for the properties shows a portion of the site was formerly part of Iowa Avenue that was abandoned by the City in 1960. That portion of the property still has a public utility easement in place that would prevent the building of any new structures. PG&E currently has one utility pole and overhead wires within the easement area that serve adjacent homes. Prior to redevelopment of the site, these utility lines would need to be relocated.

### **Purchase and Sales Agreement (Attachment 3)**

The City hired Hulberg and Associates to conduct an appraisal of the four properties. Valuations from the appraisal reports were provided to the City Council at its March 24, 2015 closed session. City Council considered the valuation and established negotiation parameters for staff to use in discussions with Toll Brothers. The proposed purchase price is \$4.3 million and is within the parameters set by City Council. Terms of the agreement include:

- “As Is” sale
- City deposits 10% (\$430,000) into escrow within five business days from execution of the purchase and sales agreement
- 120-day closing of escrow
- No commissions paid to brokers or agents of either the buyer or seller
- Occupied properties are vacant prior to City taking possession of properties
- City pays City transfer taxes (if any), all other closing costs shall be split 50/50 between the City and Toll Brothers, including any County transfer fees.

In the event the City defaults by not performing its obligations under the agreement and does not close escrow to complete the sales transaction, the \$430,000 deposit made by the City will be considered liquidated damages and retained by Toll Brothers. However, if the City is willing, able and performs all obligations under the agreement and Toll Brothers defaults, the \$430,000 will be returned to the City.

### **FISCAL IMPACT**

Pursuant to Council Policy, funding the purchase of these four properties will be from the General Fund Capital Improvement Projects Reserve. Budget Modification No. 1 has been prepared to appropriate \$4.6 million from the General Fund Capital Improvement Projects Reserve to a new project to fund the purchase of the four privately-owned properties. The amount of \$4.6 million includes estimated closing costs, title insurance, the services of a relocation specialist and relocation assistance to current tenants (pursuant to Government Code 7260 et seq.).

**Budget Modification No. 1  
FY 2015/16**

	Current	Increase/ (Decrease)	Revised
<b>General Fund</b>			
<u>Expenditures</u>			
New Project - Purchase of \$0 Four Privately-Owned Properties located at 396 and 402 Charles Avenue, and 397 and 403 Mathilda Avenue		\$4,600,000	\$4,600,000
<u>Reserves</u>			
Capital Improvement Projects Reserve	\$13,254,116	(\$4,600,000)	\$8,654,116

**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 Purchase and Sales Agreement between the City of Sunnyvale and Toll Brothers Incorporated for the purchase of four privately-owned properties at 396 and 402 Charles Avenue, 397 and 403 Mathilda Avenue in substantially the same form attached hereto; Find that the project is exempt from CEQA pursuant to Guideline 15061(b)(3); and approve Budget Modification No. 1 to appropriate \$4.6 million from the General Fund Capital Improvement Projects Reserve to a new project to fund the purchase of these four privately-owned properties, including closing costs, title insurance, relocation services, and relocation assistance (pursuant to Government Code 7260 et seq.)
2. Authorize the City Manager to execute all implementing documents, including relocation transactions, close escrow and complete the sales transaction.
3. Do not approve the Purchase and Sales Agreement between the City of Sunnyvale and Toll Brothers Incorporated for the purchase of four privately-owned properties at 396 and 402 Charles Avenue, 397 and 403 Mathilda Avenue in the amount of \$4.3 million and proceed as directed by Council.

**STAFF RECOMMENDATION**

Alternatives 1 and 2: 1) Approve the Purchase and Sales Agreement between the City of Sunnyvale and Toll Brothers Incorporated for the purchase of four privately-owned properties at 396 and 402 Charles Avenue, 397 and 403 Mathilda Avenue in substantially the same form attached hereto; Find that the project is exempt from CEQA pursuant to Guideline 15061(b)(3); and approve Budget Modification No. 1 to appropriate \$4.6 million from the General Fund Capital Improvement Projects Reserve to a new project to fund the purchase of these four privately-owned properties, including closing costs, title insurance, relocation services, and relocation assistance (pursuant to Government

Code 7260 et seq.); and, 2) Authorize the City Manager to execute all implementing documents, including relocation transactions, close escrow and complete the sales transaction.

Purchase of these properties is consistent with previous Council direction and would give the City greater control over the future land uses in Block 15 of the Downtown Specific Plan.

Prepared by: Christina Uribe, Acting City Property Administrator

Reviewed by: Kent Steffens, Assistant City Manager

Reviewed by: Grace K. Leung, Director, Finance

Approved by: Deanna J. Santana, City Manager

#### **ATTACHMENTS**

1. Aerial Map of Block 15
2. RTC 14-1059
3. Purchase and Sales Agreement

ATTACHMENT 1

Aerial Map of Block 15

 City-owned properties

 Private Property





# City of Sunnyvale

## Agenda Item

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**14-1059****Agenda Date: 11/11/2014**

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### **REPORT TO COUNCIL**

#### **SUBJECT**

Adopt a Resolution Declaring City-Owned Residential Properties and Vacant Lots on Charles Street and Mathilda Avenue as Surplus Property and Authorizing for Sale the Subject Properties in Compliance with Government Code Section 54222

#### **BACKGROUND**

The City Council reviewed Report to Council 14-0753 on October 14, 2014 (Attachment 1). At that time Council held a public hearing, received public testimony, and tabled the item with no action. Council did request that staff provide more information on alternatives including the possibility of assembling additional properties before considering whether City-owned properties should be declared surplus property. City Council has scheduled a closed session on November 11, 2014 to discuss the potential purchase of properties located at: 396 and 402 Charles Street; and 397 and 403 Mathilda Avenue, Sunnyvale.

All pertinent information related to the proposed resolution declaring City-owned properties as surplus (Attachment 2) is contained in Attachment 1, the previous RTC.

#### **STAFF RECOMMENDATION**

Adopt a resolution declaring the City-owned properties located within Block 15 as surplus property for sale, and begin the public notice process as per Government Code section 54222; if any agencies offer to purchase the properties, begin good faith negotiations and return to Council for consideration; and, proceed with sale of the properties in the open market via a Request for Proposal process if no agencies respond to the offer for sale or price and terms cannot be agreed upon; work with MTC regarding the Priority Development Area grant to help facilitate the sale and return to Council for consideration with viable offers to purchase.

Prepared by: Kent Steffens, Assistant City Manager

Reviewed by: Robert A. Walker, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

#### **ATTACHMENTS**

1. RTC 14-0753

2. Resolution declaring six residential parcels of City-owned property as surplus property, and authorizing sale of the property in compliance with Government Code Sections 54220, et seq.



# City of Sunnyvale

## Agenda Item

14-0753

Agenda Date: 10/14/2014

### REPORT TO COUNCIL

#### SUBJECT

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

#### BACKGROUND

The City owns six residential parcels in the downtown area located in "Block 15" of the Downtown Specific Plan (DSP). Block 15 is bounded by Iowa, Charles, McKinley and Mathilda Avenues. Attachment 1 is an aerial map of Block 15 and outlines parcels owned by the City. The six parcels are made up of three single-family homes located on Charles Avenue, and one duplex and two vacant parcels fronting Mathilda Avenue. Most of the homes are over 55 years old and are generally in fair condition.

In June 2013, a study session was held to provide the City Council with an overview of City-owned properties and those with potential for reuse. The Block 15 City-owned parcels were discussed and Council expressed interest in pursuing redevelopment of this area as planned.

Property locations and descriptions are as follows:

ADDRESS	DESCRIPTION	LOT SIZE	TYPE
344 Charles Avenue	2Bedroom/1Bath	6,250	Single family home
388 Charles Avenue	2Bedroom/1Bath	6,500	Single family home
406 Charles Avenue	3Bedroom/1Bath	6,500	Single family home
365 Mathilda Avenue	Unimproved Lot	5,000	Vacant lot
377/379 Mathilda Avenue	2 Bedroom/1Bath	5,000	Duplex
407 Mathilda Avenue	Unimproved Lot	3,200	Excess roadway

Over several years the City purchased these properties to help assemble land to facilitate redevelopment of low density commercial and residential uses to higher density multi-family/commercial mixed use, as envisioned in the DSP for this area. The subject properties were purchased by the General Fund for a purchase price totaling \$1.4 million for all properties with the last parcel being acquired in the late 1990s. In June 2006, the property located at 388 Charles Avenue was sold to the City's Housing Mitigation Fund with the proceeds going back to the General Fund.

The housing units have been leased to individual tenants on a month-to-month basis until implementation of the intended use for downtown redevelopment could be realized. On February 22, 2014, City Council approved a relocation assistance package for tenants of City-owned properties



required to relocate to be based on need for assistance.

### **EXISTING POLICY**

#### **Council Policy 1.2.7 Acquisition, Leasing and Disposition of City-Owned Real Property**

Section 3: Disposing of surplus property shall be done in a manner to maximize the benefit to the community and should be done whenever real estate market conditions are favorable to the City.

Section 3.E: Costs associated with the disposition of property shall come from proceeds of the sale or charged to the fund which owns the property. Unless otherwise directed by the City Council, net proceeds from disposition of surplus property owned by the General Fund shall be placed into the General Fund Reserve for Capital Improvements. Proceeds from the sale of land or facilities originally purchased with monies from a specific fund shall be returned to that fund, except when a fund no longer exists, it will be at the direction of City Council.

### **ENVIRONMENTAL REVIEW**

CEQA review is not required for declaring City-owned real property as surplus property for sale as it does not constitute a project within the meaning of the CEQA.

### **DISCUSSION**

The real estate market for new development in Sunnyvale is very active and current market conditions are positive for the sale of these properties. The estimated combined value of the six City-owned properties in Block 15 is estimated at \$3.5 million. Real property values continue to gradually rise with median prices in Sunnyvale increasing by almost 10 percent since March 2014. If a sale were to occur now, the benefit would be a viable project for approximately one half of the Block 15 Area.

The City has been contacted by residential developers expressing interest in purchasing the City-owned properties with the intent to redevelop the land into a mixed-use project consistent with the DSP. The owners of four other parcels located between the City parcels have also indicated their willingness to sell.

#### **Grant Funding to Facilitate Sale of Block 15 Properties**

Sunnyvale has been awarded a Priority Development Area service grant from the Metropolitan Transportation Commission (MTC) valued at \$58,000 to help facilitate sale of the Block 15 City-owned properties. The program provides professional consulting assistance for specific planning projects related to MTC-designated Priority Development Areas. The grant will provide customized technical assistance with policy and/or planning challenges in assimilating the City-owned properties for surplus and will assist staff in facilitating completion of the sale to realize redevelopment of Block 15. This would include obtaining appraisal valuations of properties, professional expertise in the sale and transfer of public property, marketing, as well as help with the Request for Proposal process should the properties be sold on the open market.

The Metropolitan Transportation Commission retains a "bench" of consulting firms and allocates a budget to the firms to perform services for local government agencies for the specified project. Payments to the consultants are made directly by the MTC, resulting in a streamlined implementation process. City staff would participate in the consultant selection process.

#### **Surplus Property for Sale to Public Agencies as per Government Code 54222**



To pursue this option, in line with Council Policy 1.2.7, Council would need to declare, by resolution (Attachment 2), that the Block 15 City-owned parcels are surplus property for sale, and staff would then begin the public notice process, per Government Code 54222, to offer them for sale to affordable housing agencies, school districts within the properties' jurisdiction, and for open space and/or recreation.

### **Tenants Currently Occupying the Block 15 City-owned Properties**

Residents currently residing in the subject properties were personally contacted and informed of tonight's possible action by Council to declare the properties surplus for sale. If the Council approves the resolution declaring the properties as surplus, staff would begin working with the current tenants on relocation plans.

### **FISCAL IMPACT**

Five of the properties reside in the General Fund and the sixth property (388 Charles Ave) resides in the Housing Mitigation Fund. In the twenty year financial plans, both funds anticipate the sale of these properties to occur in FY 2016/17. Proceeds from the sale of the General Fund properties shall be reserved in the General Fund Capital Improvement Projects Reserve for use on future capital projects consistent with Council Policy 1.2.7. Proceeds from the sale of the Housing Mitigation Fund property will be reserved and subsequently used to fund affordable housing projects as appropriate. Because the budget anticipates the sale of these properties in FY 2016/17, rental revenue has been budgeted through FY 2015/16. Completing the sale will reduce rental income slightly earlier than planned and will also reduce operating costs for property management and repairs. Longer term redevelopment of the property will result in higher property tax revenues to the City.

### **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.

In compliance with Council Policy 1.2.7, residents and property owners within 1,000 foot radius of Block 15 were noticed 10 days in advance informing them of tonight's public hearing on this item.

Additionally, current residents of the City-owned properties in Block 15 were personally contacted and informed of tonight's hearing.

### **ALTERNATIVES**

1. Adopt a resolution declaring the City-owned properties located within Block 15 as surplus property for sale, and begin the public notice process as per Government Code section 54222; if any agencies offer to purchase the properties, begin good faith negotiations and return to Council for consideration.
2. Proceed with the sale of the properties on the open market via a Request for Proposal process if no agencies respond to the offer for sale or price and terms cannot be agreed upon; work with the MTC regarding the Priority Development Area grant to help facilitate the sale and return to Council for consideration with viable offers to purchase the properties.
3. Adopt a resolution declaring the subject City-owned properties within Block 15 as surplus, and proceed with disposition of the properties as directed by Council
4. Do not declare the subject City-owned properties within Block 15 as surplus property and proceed

as otherwise directed by Council

**STAFF RECOMMENDATION**

Alternatives 1 and 2: 1) Adopt a resolution declaring the City-owned properties located within Block 15 as surplus property for sale, and begin the public notice process as per Government Code section 54222; if any agencies offer to purchase the properties, begin good faith negotiations and return to Council for consideration; and 2) Proceed with the sale of the properties on the open market via a Request for Proposal process if no agencies respond to the offer for sale or price and terms cannot be agreed upon; work with the MTC regarding the Priority Development Area grant to help facilitate the sale and return to Council for consideration with viable offers to purchase the properties.

Selling these parcels will help the City realize its goals for downtown redevelopment as envisioned in the City's Downtown Specific Plan. Market conditions are currently favorable for a sale and the bulk of revenues from the sale will be placed in the General Fund Capital Improvement Projects Reserve for much needed capital improvements.

Prepared by: Christina Uribe, Acting City Property Administrator

Reviewed by: Kent Steffens, Director of Public Works

Reviewed by: Grace K. Leung, Director of Finance

Reviewed by: Hanson Hom, Director of Community Development

Reviewed by: Robert A. Walker, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Aerial Map of City-Owned Properties in Block 15
2. Resolution declaring six residential parcels of City-owned property as surplus property, and authorizing sale of the property in compliance with government code sections 54220, et seq.

**ATTACHMENT 1**



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CHARLES

MATHILDA

IOWA



## RESOLUTION NO. \_\_\_\_-14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF SUNNYVALE DECLARING SIX RESIDENTIAL  
PARCELS OF CITY-OWNED PROPERTY AS SURPLUS  
PROPERTY, AND AUTHORIZING SALE OF THE  
PROPERTY IN COMPLIANCE WITH GOVERNMENT  
CODE SECTIONS 54220, *ET SEQ.***

WHEREAS, Council Policy 1.2.7 authorizes the City Council to declare City-owned real property as surplus property and to direct the sale of such property in compliance with the requirements of Government Code Sections 54220 *et seq.*; and

WHEREAS, the City of Sunnyvale ("City") owns six residential parcels of property in the Downtown Specific Plan area, as more particularly described below, that are no longer needed for municipal purposes; and

WHEREAS, the sale of these City parcels in accordance with the Council Policy will result in significant public benefits including revenues from the sale, return of the properties to the property tax rolls, and relief of any maintenance responsibilities by the City; and

WHEREAS, the sale of these properties shall be in accordance with Council Policy 1.2.7 and Government Code Sections 54220, *et seq.*

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

1. The parcels listed below are no longer needed for municipal purposes, and are hereby declared surplus:

344 Charles Avenue	APN# 165-13-049
388 Charles Avenue	APN# 165-13-074
406 Charles Avenue	APN# 165-13-073
365 Mathilda Avenue	APN# 165-13-074
377/379 Mathilda Avenue	APN# 165-13-074
407 Mathilda Avenue	APN# 165-13-070

2. The public interest will be served by the sale of these surplus properties. The City Manager or designee is authorized to take such steps as necessary to proceed with the sale of such properties, and to execute any implementing documents in accordance with Council Policy 1.2.7, and Government Code Sections 54220, *et seq.*

3. This Resolution shall take effect immediately upon its adoption.

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

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

**PURCHASE AND SALE AGREEMENT  
AND  
JOINT ESCROW INSTRUCTIONS**

This Purchase and Sale Agreement and Joint Escrow Instructions (the "Agreement") dated, for reference purposes only, as of \_\_\_\_\_, 2015, is made by and between the City of Sunnyvale, a charter city (the "Buyer"), and Toll CA XIX, L.P., a California limited partnership (the "Seller"), with reference to the following facts and purposes.

**RECITALS**

A. The Seller has the legal right to acquire from the existing owners (collectively, the "Existing Owner") certain parcels of real property located in City of Sunnyvale, California, including any buildings and improvements located thereon, as more particularly described in Exhibit A attached to this Agreement (collectively, the "Property").

B. Following the acquisition of the Property by the Seller from the Existing Owner, the Seller desires to sell the Property to the Buyer, and the Buyer desires to purchase the Property from the Seller, subject to the terms and conditions of this Agreement.

C. The Buyer is authorized to enter into this Agreement pursuant to Council direction, adopted by the Sunnyvale City Council on July 14, 2015.

D. The Property is being acquired for uses consistent with the City's General Plan, Downtown Specific Plan and zoning ordinance, although no particular use has been determined and no development plans have been prepared. Consequently, it can be seen with certainty that there is no possibility that the purchase in and of itself may have a significant effect on the environment, in that the City's purchase of the Property merely changes ownership while incorporating existing land use policies and zoning regulations. (California Environmental Quality Act Guideline 15061(b)(3).)

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Buyer and the Seller (collectively, the "Parties") agree as follows:

Section 1. Purchase and Sale of the Property. Subject to the terms and conditions set forth below, the Seller agrees to sell, and the Buyer agrees to purchase, the Property.

Section 2. Effective Date; Opening Escrow. The "Effective Date" of this Agreement shall be the date upon which the Seller and the Buyer have executed this Agreement as reflected by the last signature date shown on the final page of this Agreement. Within five (5) business days after the Effective Date, Buyer shall establish an escrow (the "Escrow") with First American Title Company (the "Escrow Holder").

Section 3. Purchase Price.

(a) The purchase price for the Property shall be Four Million Three Hundred Thousand Dollars (\$4,300,000) in cash (the "Purchase Price").

(b) The Seller understands and agrees that the amounts to be paid to the Seller pursuant to this Agreement are in full settlement of all claims the Seller has made or could have made against the Buyer in connection with or related to the Buyer's acquisition of the Property, including but not limited to, claims for owner participation rights under any applicable redevelopment plan, claims for compensation for the Property, improvements thereon or interests therein, severance damages, any amounts for relocation benefits and/or assistance pursuant to Government Code Sections 7260 et seq, loss of goodwill, inverse condemnation, unreasonable precondemnation activities, interest, costs, and litigation expenses, or any other claims or compensation related to, or in connection with, the Seller's use and occupancy of the Property. Except as provided in this Agreement, the Seller shall not be entitled to receive and hereby waives all rights to receive any compensation, damages, or other amounts by reason of such claims and releases the Buyer from any claim or cause of action for any damage related to the Buyer's acquisition of the Property.

(c) The Seller acknowledges and agrees that (i) to the extent required to be operative, the disclaimers of warranties contained in this Section 3 hereof are "conspicuous" disclaimers for purposes of all applicable laws and other legal requirements, and (ii) the disclaimers and other agreements set forth in such sections are an integral part of this Agreement, that the consideration provided by the Buyer has been adjusted to reflect the same and that the Buyer would not have agreed to purchase the Property from the Seller for such consideration without the disclaimers and other agreements set forth in this Section.

(d) The release set forth in this Section 3 hereof includes claims of which the Seller is presently unaware or which the Seller does not presently suspect to exist which, if known by the Seller, would materially affect the Seller's release of the Buyer. The Seller specifically waives the provision of any statute or principle of law that provides otherwise. In this connection and to the extent permitted by law, the Seller agrees, represents and warrants that the Seller realizes and acknowledges that factual matters now unknown to the Seller may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and the Seller further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that the Seller nevertheless hereby intends to release, discharge and acquit the Buyer from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses. Accordingly, the Seller, on behalf of itself and anyone claiming by, through or under the Seller, hereby assumes the above-mentioned risks and hereby expressly waives any right the Seller and anyone claiming by, through or under the Seller, may have under Section 1542 of the California Civil Code, which reads as follows:

**"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."**

**Seller's Initials:** \_\_\_\_\_

Section 4. Payment of Purchase Price. The Purchase Price shall be paid by the Buyer as follows:

(a) Deposit. Within five (5) business days following the Effective Date, the Buyer shall deposit with the Escrow Holder Four Hundred and Thirty Thousand Dollars (\$430,000.00) as an earnest money deposit (the "Deposit"). The Deposit and any accrued interest shall be fully refundable to the Buyer in the event of a Seller default under this Agreement beyond applicable notice and cure periods. The Deposit and any accrued interest shall be credited against the Purchase Price at Closing.

(b) Balance of the Purchase Price. The Buyer shall deposit to Escrow the balance of the Purchase Price in the amount of Three Million Eight Hundred and Seventy Thousand Dollars (\$3,870,000), together with any and all closing costs to be paid by Buyer, no later than one (1) business day prior to the Close of Escrow for the purchase of the Property.

Section 5. Assignments/Possession. Possession of the Property shall be delivered to the Buyer, as applicable, at the Close of Escrow.

Section 6. **LIQUIDATED DAMAGES. IN THE EVENT THAT THE ESCROW AND THIS TRANSACTION FAIL TO CLOSE AS A RESULT OF THE DEFAULT OF THE BUYER IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, THE BUYER AND THE SELLER AGREE THAT THE SELLER WILL SUSTAIN THESE AND OTHER DAMAGES, AND THAT THE SELLER'S ACTUAL DAMAGES WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO DETERMINE. THE PARTIES THEREFORE AGREE THAT IN THE EVENT THAT ESCROW AND THIS TRANSACTION FAIL TO CLOSE AS A RESULT OF DEFAULT OF BUYER, AND THE SELLER IS READY, WILLING AND ABLE TO PERFORM ITS OBLIGATIONS HEREUNDER, THE SELLER, AS THE SELLER'S SOLE AND EXCLUSIVE REMEDY, SHALL BE ENTITLED TO THE DEPOSIT AS LIQUIDATED DAMAGES AND AS CONSIDERATION FOR ENTERING INTO THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE RESULTING DAMAGES WILL BE IMPRACTICAL OR EXTREMELY DIFFICULT TO ASCERTAIN, AND, THEREFORE, THE PARTIES AGREE AFTER NEGOTIATION BETWEEN THEM THAT RETENTION OF THE DEPOSIT, AS LIQUIDATED DAMAGES WILL BE AN APPROPRIATE FORM OF COMPENSATION TO THE SELLER. BY PLACING THEIR INITIALS IN THE SPACES BELOW, BOTH PARTIES AGREE TO LIQUIDATE DAMAGES AS SET FORTH ABOVE. IN THE EVENT ESCROW FAILS TO CLOSE AS A RESULT OF BUYER'S DEFAULT AND THE SELLER IS READY, WILLING AND ABLE TO PERFORM ITS OBLIGATIONS HEREUNDER, THEN (A) FOLLOWING THE SELLER'S RECEIPT OF THE DEPOSIT, THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THE ESCROW CREATED HEREBY SHALL TERMINATE EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, AND (B) ESCROW AGENT SHALL, AND IS HEREBY AUTHORIZED AND INSTRUCTED TO, RETURN PROMPTLY TO PARTIES ALL DOCUMENTS AND INSTRUMENTS TO THE PARTY WHO DEPOSITED THE SAME. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF**



**CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO THE SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. THE SELLER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS SECTION, AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.**

**SELLER'S INITIALS:**

**BUYER'S INITIALS:**

Notwithstanding anything to the contrary contained in this Agreement, to the extent that any provisions of this Agreement expressly survive the Close of Escrow, then Seller shall be entitled to all remedies at law or equity with respect to a breach by Buyer thereof.

Section 7. Covenants of the Seller. The Seller hereby covenants for the benefit of the Buyer as follows:

(a) Within three (3) days following the later of either: (i) the Effective Date, or (ii) receipt by the Seller from the Existing Owner, Seller shall deliver to Buyer all disclosures, and any other written documentation regarding the Property, received by Seller from the Existing Owner (except for the Buyer's agreements of sale with the Existing Owner and any amendments thereto).

(b) Prior to the Effective Date, the Seller disclosed to the Buyer that: (i) to Seller's knowledge, the following individuals currently occupy, or otherwise have the right to occupy, portions of the Property: \_\_\_\_\_ and \_\_\_\_\_ (collectively, the "Occupant"); and (ii) the Seller's existing agreements with the Existing Owner require the Existing Owner to terminate the tenancies of the Occupant prior to the Seller's acquisition of the Property. Based on such disclosures, the Buyer acknowledges that the Occupant may qualify as a "displaced person" under applicable state relocation law (Government Code Sections 7260 et seq., together with any other statutes that may impose duties on Buyer with respect to Occupant in connection with the transaction contemplated herein, if any, the "Relocation Law"). In order to permit the Buyer to comply with Relocation Law, to the extent applicable, the Seller shall promptly deliver any written documentation that is within Seller's possession, or otherwise obtained by the Seller from the Existing Owner, regarding the Occupant. In addition, within five (5) business days of the written request of Buyer, Seller shall provide any written requests for information regarding any Occupant to the Existing Owner and shall thereafter use commercially reasonable efforts to obtain such requested information from Existing Owner. Such disclosure obligation of Seller shall remain in full force and effect for twelve (12) months after the Closing Date.

(c) As of the Effective Date, the Seller shall not, and shall not permit the Existing Owner (to the extent within the Seller's control) to, enter into any lease or rental agreements, or renew, or extend the existing agreements with the Occupant.

(d) Prior to, or as of, the Closing Date, the Seller shall acquire the Property from the Existing Owner.

Section 8. Representations and Warranties of the Seller. The Seller hereby represents and warrants the matters set forth below to be true as of the date hereof and as of the Closing Date. If requested by the Buyer, prior to the Closing Date, the Seller shall deliver to the Buyer a certificate dated as of the Closing Date, signed by the Seller, certifying that the representations and warranty are true-as of the Closing Date. As used in this Agreement, "Seller's knowledge", and similar phrases shall mean and refer to, and shall be limited to, the actual knowledge of Richard M. Nelson, Division President, and Todd Callahan, Vice President (collectively, the "Seller Representative") without Seller Representative either having conducted or being under any obligation or duty to conduct any independent inquiry or inspection. By way of example but not limitation, with respect to the representations and warranties set forth herein, Seller Representative's actual knowledge may be limited to those facts that have been expressly reported to Seller Representative by the Existing Owner, and Seller Representative makes no representation or warranty that they have conducted any specific inquiry or inspection to verify such matters. Seller Representative shall not have any personal liability under this Agreement. The Seller represents and warrants that the Seller Representative are the individuals employed by, or otherwise affiliated with, the Seller most knowledgeable regarding the Property, and the representations and warranties set forth below.

(a) The Seller has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein, and to consummate the transaction contemplated hereby. The individuals executing this Agreement and the instruments referenced herein on behalf of the Seller hereby represents and warrants that they have the power, right and authority to bind Seller.

(b) Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby shall result in a breach of or constitute a default under any agreement, instrument, or other obligation to which the Seller is a party or by which the Seller or the Property may be bound, provided that Seller takes no position as to any duties of Buyer and/or Existing Owner to any Occupants.

(c) The Seller has the legal right to acquire all of the Property from the Existing Owner, and no other person has any right to acquire the Property, or any portion thereof.

(d) There is no claim, action, litigation, arbitration or other proceeding pending or threatened against the Seller or, to Seller's knowledge, the Existing Owner which relates to the Property, or the transaction contemplated hereby or which could result in the imposition of a lien against the Property or have an adverse effect on the Property or its operation. If the Seller receives knowledge of any such claim, litigation, arbitration or proceeding prior to the Closing Date, the Seller shall promptly notify the Buyer of the same in writing.

(e) Intentionally omitted.

(f) As of the Closing Date, except for the Permitted Exceptions (as defined in Section 17), Seller shall not have entered into any and, to Seller's knowledge, there will be no management agreements, contracts, warranties, guaranties, bonds or other agreements which will affect or will be obligations of the Buyer of the Property which cannot be terminated on thirty (30) days prior notice, including without limitation, maintenance contracts.

(g) As of the Closing Date, no person or entity will be occupying the Property, or have any lease, rental agreement, or other right to occupy the Property, or portion thereof. To Seller's knowledge, other than the Occupant, no person or entity was occupying the Property (as of the date the Seller acquired the right to acquire the Property from the Existing Owner).

(h) As of the Closing Date, there will be no clothing, furniture or other personal effects owned by the Existing Owner, the Occupant, the Seller, or any other person located on the Property, provided, for clarity's sake, that fixtures (including by way of example but not limitation appliances) may remain at the Property as of the Closing Date and shall become the property of Buyer as of the Closing Date.

(i) The Seller has not received any written notice of any violation of, any law, ordinance, regulation, order or requirement applicable to the Property including without limitation, requirements imposed under any recorded covenants, conditions, restrictions, easements or other rights affecting the Property. If the Seller receives such a notice, or information regarding such a notice from the Existing Owner, prior to the Closing Date, the Seller shall immediately notify the Buyer.

(j) The Seller has no knowledge, except as otherwise disclosed in writing or in any of the documents delivered to Buyer by Seller, of the existence or prior existence in, on or under the Property of any Hazardous Material (as defined in Section 11), nor the existence of or prior existence of any above or below ground storage tank. Except as otherwise disclosed in writing or in any of the documents previously delivered to Buyer, the Seller has no knowledge that any generation, transportation, storage or discharge of any Hazardous Material in, on or under the Property has not been in compliance with all Environmental Laws (as defined in Section 11). The foregoing representation is qualified by the following: The Seller has done no investigation as to the presence of Hazardous Materials in any of the buildings or other improvements on the Property and has done no Phase 2 investigation of the Property; Seller's sole investigation for Hazardous Materials was the requisition of a Phase 1 investigation of the Property, and the results of such Phase 1 investigation have been delivered to Buyer. In the event the Seller conducts any additional investigation, following the Effective Date, then the Seller shall deliver to Buyer copies of all additional reports received by the Seller.

(k) The Seller is not a "foreign person" under Section 1445 of the Internal Revenue Code.

(l) The Seller is not the subject of bankruptcy, insolvency or probate proceedings.

During the term of this Agreement, the Seller shall have a continuing duty to notify Buyer of any material facts in Seller's knowledge (including, but not limited to, any information obtained by the Seller from the Existing Owner) which would render any of the representations set forth above false. Provided that Seller provides such notice in writing to Buyer, and the change in such representations does not materially adversely impact the Property or the transaction contemplated herein, as reasonably determined by the Buyer, the representations set forth above shall be deemed modified by such notice, and such change shall not in any way impact Buyer's obligation to proceed to the Close of Escrow hereunder at the Purchase Price stated herein (without any reduction or offset thereto). In addition, during the term of this Agreement, the Buyer may obtain

knowledge (including, but not limited to, any information obtained by the Buyer from the Existing Owner) which would render any of the representations set forth above false. If Buyer obtains any such information, then the representations set forth above shall be deemed modified by such information. If the corresponding change in the applicable representations does not materially adversely impact the Property or the transaction contemplated herein, as reasonably determined by the Buyer, then such change shall not in any way impact Buyer's obligation to proceed to the Close of Escrow hereunder at the Purchase Price stated herein (without any reduction or offset thereto). To the extent any change in any of the representations made herein does have a material adverse impact on the Property or the transaction contemplated herein, as reasonably determined by Buyer, then Buyer shall have the right to either (a) proceed to the Close of Escrow hereunder at the Purchase Price stated herein (without any reduction or offset thereto), (b) terminate Escrow and this Agreement by giving written notice of such termination to Seller and Escrow Holder whereupon Escrow Holder shall return the Deposit to Buyer, and thereafter this Agreement automatically shall be terminated, or (c) only if the change in any of the representations made herein was caused by Seller's willful act in violation of this Agreement or if Seller made a representation that Seller knew to be untrue as of the date of this Agreement, then Buyer may proceed pursuant to Section 15 of this Agreement. Nothing in this Section shall be deemed to limit, waive, or modify the Buyer's right to perform an inspection as set forth in Section 16.

Section 9. Representations and Warranties of Buyer. The Buyer hereby represents and warrants the matters set forth below to be true to the best of Buyer's knowledge as of the date hereof and as of the Closing Date. Such representations shall survive the closing and conveyance of title to the Property. Buyer certifies that the below representations and warranty are true to the best of the Buyer's knowledge as of the Closing Date.

(a) The Buyer has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein, and to consummate the transaction contemplated hereby. The individuals executing this Agreement and the instruments referenced herein on behalf of the Buyer hereby represents and warrants that they have the power, right and authority to bind Buyer.

(b) Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby shall result in a breach of or constitute a default under any agreement, instrument, or other obligation to which the Buyer is a party or by which the Buyer may be bound.

(c) The Buyer shall make such applicable payments owed to the Occupant in accordance with the requirements of the Relocation Law.

(d) Buyer has all financing in place required for the Close of Escrow, and no additional consents of any third party or any official, committee, council or other governing body or any employee, office or other individual acting with regard to or on behalf of Buyer are required, other than as set forth in Section 16, below. This Agreement is binding and enforceable against Buyer in accordance with its terms.

Section 10. Indemnification.

(a) The Seller hereby agrees to defend (with counsel reasonably selected by the Buyer), indemnify and hold the Buyer (and the Buyer's council members, employees and agents) harmless from and against any and all claims, liens, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, and all costs incurred in connection therewith (including without limitation actual attorneys' fees and costs of experts and consultants) arising from (i) personal injury or property damage relating to the Property which occurred prior to the date of Close of Escrow and was caused by Seller or Seller's agent, employees, or invitees and was not caused by the acts or omissions of Buyer or Buyer's agents, employees, or invitees; (ii) breach of contract, equitable or statutory claim arising from Seller's agreement and/or actions with Existing Owner made by, or on behalf of, the Existing Owner against Buyer (except for any Relocation Claims (as defined in Section 10(b) below)); and (iii) the breach of any of Seller's representations made hereunder (collectively, the "Seller Indemnified Claims"). The indemnity contained in this Section shall survive the Close of Escrow and/or termination of this Agreement.

(b) The Buyer hereby agrees to defend (with counsel reasonably selected by the Seller), indemnify and hold the Seller (and the Seller's affiliates, employees and agents as well as the employees and agents of its affiliates) harmless from and against any and all claims, liens, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, and all costs incurred in connection therewith (including without limitation actual attorneys' fees and costs of experts and consultants) arising from (i) personal injury or property damage relating to the Property which occurred after the date of Close of Escrow and was not caused by the acts or omissions of Seller's or Seller's agents, employees or invitees, and/or Existing Owner; (ii) all damages sustained or incurred by the Seller, including but not limited to, any compensation or benefits that the Buyer is required to pay to any person or entity under the Relocation Law, in connection with the Buyer's acquisition of that person or entity's interest in the Property and relocation from the Property (the "Relocation Claims").

(c) The obligations in this Section 10 shall survive the termination of this Agreement and/or the Close of Escrow.

#### Section 11. Release.

(a) Buyer on Buyer's own behalf and on behalf of Buyer's council members, agents, employees, invitees, affiliates, successors and assigns (collectively, the "Buyer Parties") hereby agrees that each of Seller, and their affiliates, employees and agents as well as the employees and agents of its affiliates (collectively, the "Released Parties") shall be, and are hereby, fully and forever released from any and all claims, liens, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, and all costs incurred in connection therewith (including without limitation actual attorneys' fees and costs of experts and consultants) (collectively, "Claims") that may arise on account of or in any way be connected with the Property including the physical, environmental and structural condition of the Property or any law or regulation applicable thereto, including any Claim or matter (regardless of when it first appeared) relating to or arising from (a) the presence of any environmental problems, or the use, presence, storage, release, discharge or migration of Hazardous Materials on, in, under or around the Property, regardless of when such Hazardous Materials were first introduced in, on or about the Property, including, without limitation, the environmental matters disclosed in any of the documents previously delivered to Buyer by Seller

(the "Environmental Disclosures") which Buyer has received and reviewed, (b) any patent or latent defects or deficiencies with respect to the Property, (c) any and all matters related to the Property or any portion thereof, including the condition and/or operation of the Property and each part thereof, and (d) the presence, release and/or remediation of asbestos and asbestos containing materials in, on or about the Property, regardless of when such asbestos or asbestos containing materials were first introduced in, on or about the Property; provided, however, in no event shall the release set forth herein apply to any Seller Indemnified Claims. Buyer hereby waives and agrees not to commence any action, legal proceeding, cause of action or suits in law or equity, of whatever kind or nature, including any private right of action under the federal superfund laws, 42 U.S.C. Sections 9601 et seq. and California Health and Safety Code Sections 25300 et seq. (as such laws and statutes may be amended, supplemented or replaced from time to time), directly or indirectly, against the Released Parties in connection with Claims described above and expressly waives the provisions of Section 1542 of the California Civil Code which provides:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR"**

and all similar provisions or rules of law. Buyer elects to and does assume all risk for such Claims against the Released Parties which may be brought by Buyer or Buyer Parties, whether now known or unknown by Buyer. In this connection and to the greatest extent permitted by law, Buyer hereby agrees, represents and warrants that Buyer realizes and acknowledges that factual matters now unknown to Buyer may have given or may hereafter give rise to Claims which are presently unknown, unanticipated and unsuspected, and Buyer further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Buyer nevertheless hereby intends to release Seller from any such unknown Claims which might in any way be included as a material portion of the consideration given to Seller by Buyer in exchange for Seller's performance hereunder. Without limiting the foregoing, if Buyer has knowledge of (i) a default in any of the covenants, agreements or obligations to be performed by Seller under this Agreement and/or (ii) any breach or inaccuracy in any representation of Seller made in this Agreement, and Buyer nonetheless elects to proceed to Closing, then, upon the consummation of the Closing, Buyer shall be conclusively deemed to have waived any such default and/or breach or inaccuracy and shall have no Claim against Seller or hereunder with respect thereto. Notwithstanding anything to the contrary herein, Seller shall not have any liability whatsoever to Buyer with respect to any matter disclosed to or discovered by Buyer or the Buyer Parties prior to the Closing Date.

(b) Without limiting the generality of the foregoing, Buyer hereby expressly waives, releases and relinquishes any and all claims, causes of action, rights and remedies Buyer may now or hereafter have against the Released Parties, whether known or unknown, under any Environmental Law(s), or common law, in equity or otherwise, with respect to (1) any past, present or future presence or existence of Hazardous Materials on, under or about the Property (including in the groundwater underlying the Property) or (2) any past, present or future violations of any Environmental Laws (collectively, "Environmental Claims"). Any reference in this Agreement to Claims shall be deemed to include Environmental Claims. For the purposes of this

Agreement, the term "Environmental Laws" means any and all federal, state and local statutes, ordinances, orders, rules, regulations, guidance documents, judgments, governmental authorizations, or any other requirements of governmental authorities, as may presently exist or as may be amended or supplemented, or hereafter enacted or promulgated, relating to the presence, release, generation, use, handling, treatment, storage, transportation or disposal of Hazardous Materials, or the protection of the environment or human, plant or animal health, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C.A. § 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Oil Pollution Act (33 U.S.C. § 2701 et seq.), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.), the Porter-Cologne Water Quality Control Act (Cal. Wat. Code § 13020 et seq.), the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5 et seq.), the Hazardous Waste Control Act (Cal. Health & Safe Code § 25100 et seq.), the Hazardous Materials Release Response Plans & Inventory Act (Cal. Health & Safety Code § 25500 et seq.), and the Carpenter-Presley-Tanner Hazardous Materials Account Act (Cal. Health & Safety Code, § 25300 et seq.). As used herein, the term "Hazardous Materials" includes any hazardous or toxic material, substance, irritant, chemical or waste, which is (A) defined, classified, designated, listed or otherwise considered under any Environmental Law as a "hazardous waste," "Hazardous Material," "hazardous material," "extremely hazardous waste," "acutely hazardous waste," "radioactive waste," "biohazardous waste," "pollutant," "toxic pollutant," "contaminant," "restricted hazardous waste," "infectious waste," "toxic substance," or any other term or expression intended to define, list, regulate or classify substances by reason of properties harmful to health, safety or the indoor or outdoor environment, (B) toxic, ignitable, corrosive, reactive, explosive, flammable, infectious, radioactive, carcinogenic or mutagenic, and which is or becomes regulated by any local, state or federal governmental authority, (C) asbestos and asbestos containing materials, (D) an oil, petroleum, petroleum based product or petroleum additive, derived substance or breakdown product, (E) urea formaldehyde foam insulation, (F) polychlorinated biphenyls (PCBs), (G) freon and other chlorofluorocarbons, (H) any drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources, (I) lead-based paint and (J) mold, rot, fungi and bacterial matter.

(c) Seller has given Buyer material concessions regarding this transaction in exchange for Buyer agreeing to the provisions of this Section 11. Seller and Buyer have each initialed this Section 11 to further indicate their awareness and acceptance of each and every provision hereof. The provisions of this Section 11 have been incorporated into the form of Grant Deed (as defined in Section 16 of this Agreement).

**SELLER'S INITIALS:**

**BUYER'S INITIALS:**

Section 12. Intentionally Omitted.

Section 13. Casualty.

(a) If, prior to the Close of Escrow, the Seller becomes aware that all or any material portion of the improvements and/or the real property, as applicable, pertaining to the Property have been destroyed, contaminated or substantially damaged, then the Seller shall promptly give the Buyer notice thereof (which notice shall contain an estimate of the repair/cleanup costs and an estimate of insurance payments to be made to the Seller, if any). Notwithstanding anything to the contrary contained herein, all references to contaminants or contamination in this Section 13 shall be deemed to mean contamination by Hazardous Materials in breach of Environmental Laws.

(b) To the extent that Seller's notice confirms that Seller shall repair, clean up, and/or restore the Property (in a timely manner so as not to delay Close of Escrow) such that it is in a safe condition free of any contaminants, attractive nuisances or dangers to the general public prior to the Close of Escrow, then such destruction, contamination or substantial damage shall not in any other way impair or impact this Agreement, provided that Seller performs such repair, clean up, and/or restoration on or prior to the Close of Escrow. Assuming that Seller performs such repair, clean up, and/or restoration on or prior to the Close of Escrow, then this Agreement shall remain in full force, without adjustment in the Purchase Price. Accordingly, at the Close of Escrow, the Seller shall not assign to the Buyer any of the Seller's right, title, and interest, if any, in and to any insurance proceeds resulting from any casualty, including, but not limited to any right, title, or interest assigned by the Existing Owner to the Seller.

(c) If Seller does not include such confirmation in such written notice, then the Buyer, at its option, may terminate this Agreement upon written notice to the Seller not later than seven (7) business days after receipt of Seller's written notice thereof. For purposes of this Agreement, a "material portion" of the Property shall mean a casualty in excess of ten percent (10%) of the Purchase Price of the Property. If this Agreement is terminated, notwithstanding any other provision of this Agreement, all documents and funds, including the Deposit, if made, including any interest thereon, shall be returned to the Buyer, and neither party shall have any further rights or obligations hereunder, except for payment of any escrow and title cancellation fees which shall be borne equally by the Parties and those provisions specified to survive the termination of this Agreement. If the Buyer fails to deliver timely notice of its election to terminate this Agreement, then this Agreement shall remain in full force without adjustment in the Purchase Price and at the Close of Escrow, and the Seller shall assign to the Buyer all of the Seller's right, title, and interest, if any, in and to any insurance proceeds resulting from any casualty, including, but not limited to any right, title, or interest assigned by the Existing Owner to the Seller.

Section 14. "As Is" Sale. Subject to the terms and conditions of this Agreement, the Property shall be transferred to the Buyer "as is", "where is" and with all faults, and no patent or latent defect or deficiency in the condition of the Property whether or not known or discovered, shall affect the rights of either Seller or Buyer hereunder nor shall the Purchase Price be reduced as a consequence thereof. Buyer further acknowledges and agrees that except for any representations and warranties-expressly made by Seller in this Agreement (which Buyer understands and



acknowledge are made to Seller's knowledge only), Seller has not made any representations, warranties or agreements by or on behalf of Seller of any kind whatsoever, whether oral or written, express or implied, statutory or otherwise, as to any matters concerning the Property including by way of example but not limitation the condition of the Property. Any and all information and documents furnished to Buyer by or on behalf of Seller relating to the Property, including, without limitation, any environmental report, shall be deemed furnished as a courtesy to Buyer but without any warranty of any kind from or on behalf of Seller. Buyer hereby represents and warrants to Seller that Buyer has performed an independent and thorough inspection and investigation of the Property and the matters related thereto and has also investigated and has knowledge of operative or proposed governmental laws and regulations to which the Property may be subject. Buyer further represents that Buyer shall acquire the Property solely upon the basis of Buyer's independent inspection and investigation of the Property.

**SELLER'S INITIALS:**

**BUYER'S INITIALS:**

Section 15. Buyer's Remedies. Seller shall have thirty (30) days from receipt of Buyer's written notice to Seller of Seller's default under this Agreement to cure any such default, provided that if such default is not susceptible to cure within such thirty (30) day period, then Seller shall have such longer time as is reasonably necessary to effect such cure provided that Seller uses continual commercially reasonable efforts to effect such cure, in no event to exceed sixty (60) days after the date of the Buyer's initial notice to Seller. In the event of a breach of this Agreement by the Seller beyond applicable notice and cure periods, including, but not limited to, the Seller's failure to deliver title to the Property in accordance with Section 17, below, the Buyer may either (a) terminate Escrow and this Agreement by giving written notice of such termination to Seller and Escrow Holder whereupon Escrow Holder shall return the Deposit to Buyer, and thereafter this Agreement automatically shall be terminated, or (b) bring and maintain an action for specific performance, without any right to seek damages of any kind or nature. Except for the foregoing remedies Buyer waives the right to seek damages of any other type or any other remedy against Seller under or in connection with this Agreement for failure of the Close of Escrow to occur. Notwithstanding anything to the contrary contained herein, in the event that Seller is unable to proceed to the Close of Escrow because of a default of any Existing Owner under such Existing Owner's agreement with Seller, then Seller shall have the right in Seller's sole and absolute discretion but not the obligation to pursue remedies against the Existing Owner, and, if Seller informs Buyer of such situation and Seller elects not to pursue its remedies against the Existing Owner, then Buyer's sole remedy under this Agreement shall be to terminate Escrow and this Agreement by giving written notice of such termination to Seller and Escrow Holder whereupon Escrow Holder shall return the Deposit to Buyer, and thereafter this Agreement automatically shall be terminated (except for any provision that expressly survives termination). Notwithstanding anything to the contrary contained in this Agreement, to the extent that any provisions of this Agreement expressly survive the Close of Escrow, then Buyer shall be entitled to all remedies at law or equity with respect to a breach by Seller thereof.

Section 16. Close of Escrow; Buyer Right to Inspect. Subject to the other provisions of this Agreement, Escrow shall close on a date mutually agreeable to the Parties promptly following the date that no person or entity is occupying the Property but in no event later than one hundred and twenty (120) days after the Effective Date, unless the Close of Escrow date is extended by mutual agreement of the Parties. The exact date of the Close of Escrow shall be established by

Seller upon five (5) business day's written notice to Buyer (the "Seller Closing Notice") and shall occur on a business day. In addition to establishing the Closing Date, the Seller Closing Notice shall set forth a range of potential dates and times during regular business hours for a final inspection of the Property by the Buyer, not as a contingency of the sale, but solely to confirm that Seller has performed its obligations under this Agreement, including, but not limited to, Buyer's confirmation that the representation set forth in Section 8(g) above, is true and correct. Buyer acknowledges that Seller Representative, or other representative(s) of Seller shall attend such final inspection. Seller shall cause the Existing Owner to permit Buyer to enter the Property for such final inspection. In the event that such inspection reveals that Seller has failed to perform its obligations under this Agreement, then such failure shall be subject to the provisions of Section 15, above.

Upon Close of Escrow, the Seller shall convey the Property to Buyer by grant deed in the form attached hereto as Exhibit C (the "Grant Deed"). The "Closing Date" or "Close of Escrow" hereunder shall be the date that the Grant Deed is recorded with the office of the Recorder of Santa Clara County.

Section 17. Condition of Title. At Close of Escrow, the Seller shall deliver insurable title to the Property, free and clear of all liens, encumbrances, clouds and conditions, rights of occupancy or possession except:

- (a) applicable building, subdivision and zoning laws and regulations;
- (b) any lien for current taxes and assessment not yet delinquent, or taxes and assessments accruing subsequent to recordation of the Grant Deed;
- (c) any liens, encumbrances, clouds, conditions, or exceptions arising due in whole or in part to the actions of the Buyer; and
- (d) exceptions set forth on those certain preliminary title reports dated as of April 16, 2015 (each of which is provided in Exhibit B) issued by Escrow Holder (collectively, the "Title Report"). The items set forth in the foregoing 17(a) through (d), the "Permitted Exceptions"

All delinquent taxes and assessments, if any, must be paid prior to, or in connection with, the Close of Escrow.

Section 18. Prorations and Adjustments. To the extent applicable, the Parties shall meet three (3) business days prior to the Close of Escrow to apportion or prorate, as of 11:59 pm (Pacific Standard Time), of the day preceding the Closing Date, the following in respect of the Property and the net amount thereof shall be added to (if such net amount is in Seller's favor) or deducted from (if such net amount is in Buyer's favor) the Purchase Price with respect to the Property:

Subject to the specific provisions of this Section, all items of income and expense shall be prorated between the Seller and the Buyer as of the Closing Date. Income and expenses shall be prorated on the basis of the actual number of days in the particular month and on the basis of the cash method of accounting. All such items attributable to the period prior to the Closing Date

shall be credited to the Seller; all such items attributable to the period on and following the Closing Date shall be credited to the Buyer.

To the extent applicable, the Seller shall be credited in the Purchase Price with any refundable (or otherwise creditable) deposits or bonds held by any utility, governmental agency or service contractor with respect to the Property (to the extent the same are assigned to the Buyer in connection with the sale of the Property).

General and special real estate and personal property taxes and assessments (other than those taxes and assessments required to be paid directly by any tenant under its lease) payable for the tax year in which the Closing Date occurs shall be prorated as of the Closing Date.

Unless otherwise provided in this Section, all prorations shall be made on the basis of the actual days in a month and a 365-day year.

Section 19. Costs of Escrow and Closing. The Buyer shall pay City transfer taxes (if any). Any County transfer taxes shall be split 50/50 between Buyer and Seller. All other closing costs shall be allocated between the Buyer and the Seller on a 50/50 split basis.

Section 20. Title Insurance. As a condition to the Close of Escrow, Escrow Holder shall be ready to issue a CLTA Owner's Policy of Title Insurance to the Buyer in the insurable amount of the Purchase Price and showing only those exceptions to title described in Section 17, above. Escrow Holder's willingness to issue the Title Policy, subject to Buyer's paying the applicable premium, shall be conclusive evidence of Seller's satisfaction of their obligations of the title conditions reflected in Section 17, above.

Section 21. Intentionally Omitted.

Section 22. Broker's Commission. Buyer represents to the Seller that it has not engaged or used the services of any person, firm or corporation that may claim a broker's commission or finder's fee upon execution of Agreement. The Seller represents to the Buyer that it has not been represented by any person, firm or corporation that may claim a broker's commission or finder's fee upon execution of Agreement. The Buyer and the Seller (each, reciprocally, as an "Indemnitor") agree to indemnify and hold the other (as "Indemnatee") harmless from all expense, loss, damage and claims, including the Indemnatee's attorneys' fees, if necessary, arising out the Indemnitor's breach of the foregoing representation.

Section 23. Notices. All notices required or permitted hereunder shall be in writing. Unless otherwise provided herein, any notice, tender or delivery to be given pursuant to this Agreement by either party may be accomplished by personal delivery, by first class certified mail, return receipt requested, or by delivery via an overnight courier which guarantees next day delivery. Any notice delivered by certified mail, return receipt requested shall be deemed received on the date of delivery reflected on the return receipt. Any notice delivered by overnight courier shall be deemed received one (1) business day after deposit thereof with the overnight courier. Notices shall be addressed as set forth below, but each party may change its address by written notice in accordance with this Section, on not less than five (5) days prior written notice.

To Buyer: City of Sunnyvale  
456 W. Olive Ave.  
Sunnyvale, CA 94086  
Attn: Kent Steffens

With a copy to: City of Sunnyvale  
456 W. Olive Ave.  
Sunnyvale, CA 94086  
Attn: Joan Borger, City Attorney

To Seller: Toll CA XIX, L.P.  
725 W. Town & Country Road, #200  
Orange, CA 92686  
Attn: Jim Boyd

With a copy to: Toll CA XIX, L.P.  
250 Gibraltar Road  
Horsham, PA 19044  
Attn: Mark Warshauer

and

Toll CA XIX, L.P.  
6800 Koll Center Parkway, Suite 320  
Pleasanton, CA 94566-7053  
Attn: Richard M. Nelson and Todd Callahan

#### Section 24. General Provisions.

(a) **Headings.** The title and headings of the various sections hereof are intended as a means of reference and are not intended to place any construction on the provisions hereof.

(b) **Invalidity.** If any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be affected thereby, and every provision hereof shall be valid and enforceable to the fullest extent permitted by law.

(c) **Attorneys' Fees.** In the event of any litigation between the Parties hereto to enforce or interpret any of the provisions of this Agreement, the prevailing party therein shall be entitled to recover from the unsuccessful party all costs and expenses, including reasonable attorneys' fees, all of which may be included as part of the judgment rendered in such litigation.

(d) Entire Agreement. This Agreement supersedes all prior negotiations and agreements between the Parties, and is intended by the Parties as a final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend that this Agreement constitute the final and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial proceedings involving this Agreement. The Parties have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party (including, but not limited to, Civil Code Section 1654, as may be amended from time to time,) shall not apply to this Agreement. No provision of this Agreement may be amended except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(e) Successors. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto.

(f) Time of the Essence. Time is of the essence in this Agreement.

(g) Cooperation of Parties. The Buyer and the Seller shall execute such further escrow instructions and any and all other documents reasonably necessary or appropriate to close the purchase and sale pursuant to the terms of this Agreement at no material out of pocket cost to the performing party. Upon execution of this Agreement and prior to the Close of Escrow, the Seller shall permit, and shall request that the Existing Owner permit, the Buyer to contact the Occupant in order for the Buyer to comply with the Relocation Law including the City's obligation to deliver a 90 day notice under Relocation law.

(h) Business Days. The term "business days" in this Agreement shall mean days on which the city offices of the City of Sunnyvale are open for business.

(i) Counterparts; Multiple Originals. This Agreement may be executed in counterparts, and multiple originals, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

***Remainder of Page Left Intentionally Blank***

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates shown below.

BUYER:

CITY OF SUNNYVALE, a charter city

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

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

SELLER:

TOLL CA XIX, L.P., a California limited partnership

By: Toll CA GP Corp., its general partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY



# EXHIBIT A

## ELKINS

### LEGAL DESCRIPTION

Real property in the City of Sunnyvale, County of Santa Clara, State of California, described as follows:

#### PARCEL ONE:

THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF SUNNYVALE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS PARCEL 1: LOT 8 AS LAID DOWN, DESIGNATED AND DELINEATED UPON THAT CERTAIN MAP ENTITLED, "MAP OF THE BURTON SUBDIVISION BEING THE EASTERLY PORTION OF LOT 8 OF THE J. T. MURPHY SUB. NO. 1 IN THE RANCHO PASTORIA DE LAS BORREGAS", AND WHICH SAID MAP WAS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, IN BOOK "L" OF MAPS, PAGE 66.

#### PARCEL ONE-A:

BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF CHARLES STREET, WITH THE NORTHERLY LINE OF IOWA AVENUE, SAID ST. AND AVE. ARE SHOWN UPON THE MAP ABOVE REFERRED TO; THENCE FROM SAID POINT OF BEGINNING, EASTERLY ALONG THE NORTHERLY LINE OF SAID IOWA AVENUE, 130.00 FEET TO THE SOUTHEASTERLY CORNER OF THE ABOVE DESCRIBED LOT 8; THENCE LEAVING SAID NORTHERLY LINE AND RUNNING SOUTHERLY ALONG THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID LOT, 25.00 FEET TO THE INTERSECTION THEREOF WITH THE CENTERLINE OF SAID AVENUE, SAID CENTERLINE IS SHOWN UPON THE MAP ABOVE REFERRED TO; THENCE WESTERLY ALONG SAID CENTERLINE 130.00 FEET TO THE INTERSECTION THEREOF WITH THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID CHARLES STREET; THENCE NORTHERLY ALONG SAID PROLONGATION, 25.00 FEET TO THE POINT OF BEGINNING, BEING A PORTION OF IOWA STREET, AS ABANDONED BY THAT CERTAIN DOCUMENT RECORDED APRIL 32, 1960 IN BOOK 4761 OF OFFICIAL RECORDS, PAGE 118, SANTA CLARA COUNTY RECORDS.

#### PARCEL TWO:

LOT 7, AS LAID DOWN, DESIGNATED AND DELINEATED UPON THAT CERTAIN MAP ENTITLED, "MAP OF THE BURTON SUBDIVISION, BEING THE EASTERLY PORTION OF LOT 8 OF THE J.T. MURPHY SUB. NO. 1 IN THE RANCHO PASTORIA DE LAS BORREGAS", AND WHICH SAID MAP WAS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, IN BOOK "L" OF MAPS, AT PAGE 66.

EXCEPTING THEREFROM THAT PORTION THEREOF CONDEMNED TO THE CITY OF SUNNYVALE BY INSTRUMENT RECORDED DECEMBER 22, 1969 IN BOOK 8778 OF OFFICIAL RECORDS, PAGE 8, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 30.00 FEET IN WIDTH, MEASURED AT RIGHT ANGLES, LYING WESTERLY OF AND CONTIGUOUS TO THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF LOT 7 WITH THE WESTERLY LINE OF MATHILDA AVENUE, AS SAID LOT AND AVENUE ARE SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF THE BURTON SUBDIVISION", AS SAID MAP IS RECORDED IN BOOK L OF MAPS AT PAGE 66 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE NORTHERLY ALONG SAID WESTERLY LINE 48.42 FEET TO THE NORTHERLY LINE OF SAID LOT 7.

#### PARCEL TWO-A:

BEGINNING ON THE NORTHERLY LINE OF IOWA AVENUE, ALSO BEING ON THE SOUTHERLY LINE OF LOT 7, AS SAID AVENUE AND LOT ARE SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF THE



BARTON SUBDIVISION", WHICH MAP WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON MARCH 4, 1907 IN BOOK "L" OF MAPS, AT PAGE 66; SAID POINT OF BEGINNING BEING DISTANT WESTERLY 30.0 FEET ALONG THE NORTHERLY LINE OF SAID IOWA AVENUE FROM THE SOUTHEASTERLY CORNER OF SAID LOT 7, AT THE INTERSECTION OF SAID NORTHERLY LINE OF IOWA AVENUE WITH THE WESTERLY LINE OF MATHILDA AVENUE, AS SHOWN ON THE AFOREMENTIONED MAP; THENCE FROM SAID POINT OF BEGINNING ALONG THE NORTHERLY LINE OF SAID IOWA AVENUE WESTERLY 100.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 7; THENCE LEAVING SAID NORTHERLY LINE OF IOWA AVENUE AND ALONG THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID LOT 7, SOUTHERLY 25.0 FEET TO THE CENTER LINE OF SAID IOWA AVENUE; THENCE ALONG SAID LAST MENTIONED CENTER LINE, PARALLEL TO AND DISTANT SOUTHERLY 25.0 FEET FROM THE SOUTHERLY LINE OF SAID LOT 7, EASTERLY 100.00 FEET TO A POINT THAT IS DISTANT WESTERLY 30.00 FEET, MEASURED AT RIGHT ANGLES FROM THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF MATHILDA AVENUE, AFORESAID; THENCE NORTHERLY PARALLEL TO AND 30.00 FEET DISTANT WESTERLY, AT RIGHT ANGLES, TO THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID MATHILDA AVENUE, 25.00 FEET TO THE POINT OF BEGINNING, AND BEING A PORTION OF IOWA AVENUE, AS SHOWN ON THE ABOVE MENTIONED MAP THAT WAS ABANDONED BY THE CITY OF SUNNYVALE BY THAT CERTAIN "RESOLUTION VACATING PORTIONS OF IOWA AVENUE, IN THE CITY OF SUNNYVALE, CALIFORNIA", RESOLUTION NO. 3901, A CERTIFIED COPY OF WHICH WAS RECORDED IN THE RECORDER'S OFFICE OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON APRIL 12, 1960 IN BOOK 4761 OF OFFICIAL RECORDS, PAGE 118.

APN: 165-13-046 (Parcels One and One-A) and 165-13-068 (Parcels Two and Two-A)

# KRAMER

## LEGAL DESCRIPTION

Real property in the City of Sunnyvale, County of Santa Clara, State of California, described as follows:

### PARCEL 1:

LOT 6, AS LAID DOWN, DESIGNATED AND DELINEATED UPON THAT CERTAIN MAP ENTITLED, "MAP OF THE WILSON SUBDIVISION, BEING THE EASTERLY PORTION OF LOT 7, OF THE J.T. MURPHY SUB. NO. 1, IN THE RANCHO PASTORIA DE LAS BORREGAS", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON MARCH 4, 1907, IN BOOK L OF MAPS, AT PAGE 67.

### PARCEL 2:

A PORTION OF IOWA AVENUE, AS ABANDONED BY THE CITY OF SUNNYVALE, RESOLUTION NO. 3901, DATED MARCH 15, 1960, AND RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON APRIL 12, 1960, IN BOOK 4761 OF OFFICIAL RECORDS, AT PAGE 118, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF CHARLES STREET, WITH THE SOUTHWESTERLY LINE OF IOWA AVENUE, SAID POINT OF BEGINNING ALSO BEING THE NORTHWESTERLY CORNER OF LOT 6, AS SAID STREET, AVENUE AND LOT ARE SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF THE WILSON SUBDIVISION", WHICH MAP WAS FILED FOR RECORD ON MARCH 4, 1907, IN BOOK "L" OF MAPS, AT PAGE 67, SANTA CLARA COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING SOUTHEASTERLY AND ALONG THE SOUTHWESTERLY LINE OF SAID IOWA AVENUE AND THE NORTHEASTERLY LINE OF LOT 6, 130.00 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 6; THENCE NORTHEASTERLY ALONG THE NORTHEASTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID LOT 6, 25.00 FEET TO A POINT ON THE CENTER LINE OF SAID IOWA AVENUE; THENCE NORTHWESTERLY ALONG LAST SAID LINE, 130.00 FEET TO THE INTERSECTION THEREOF WITH THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF SAID LOT 6; THENCE SOUTHWESTERLY ALONG LAST SAID PROLONGED LINE, 25.00 FEET TO THE POINT OF BEGINNING.

APN: 165-13-045

## SORCI

### LEGAL DESCRIPTION

Real property in the City of Sunnyvale, County of Santa Clara, State of California, described as follows:

#### PARCEL ONE:

LOT 5, AS DELINEATED UPON THAT CERTAIN MAP ENTITLED "THE WILSON SUBDIVISION", FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON MAY 4TH, 1907 IN BOOK L OF MAPS, AT PAGE 57.

EXCEPTING THEREFROM THAT PORTION CONDEMNED TO THE CITY OF SUNNYVALE, BY INSTRUMENT RECORDED NOVEMBER 28, 1969 IN BOOK 8753 OF OFFICIAL RECORDS, PAGE 349, AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WESTERLY LINE OF MATHILDA AVENUE, 50 FEET WIDE WITH THE SOUTHERLY LINE OF SAID LOT 5, AS SAID AVENUE AND LOT ARE SHOWN ON SAID MAP; THENCE NORTH 75° 08' WEST ALONG SAID SOUTHERLY LINE 32.599 FEET TO THE POINT OF INTERSECTION WITH A CURVE TO THE LEFT HAVING A RADIUS OF 50 FEET; THENCE FROM A TANGENT BEARING OF NORTH 33° 25' 15" EAST, NORTHEASTERLY AND NORTHERLY, THROUGH A CENTRAL ANGLE OF 18° 33' 15", A DISTANCE OF 16.19 FEET TO THE POINT OF TANGENCY WITH A LINE PARALLEL WITH AND DISTANT WESTERLY, MEASURED AT RIGHT ANGLES 30.00 FEET FROM SAID WESTERLY LINE OF MATHILDA AVENUE; THENCE NORTH 14° 52' EAST ALONG SAID PARALLEL LINE, 32.51 FEET TO THE NORTHERLY LINE OF SAID LOT 5; THENCE SOUTH 75° 08' EAST ALONG SAID NORTHERLY LINE, 30.00 FEET TO SAID WESTERLY LINE OF MATHILDA AVENUE; THENCE SOUTH 14° 52' WEST ALONG SAID WESTERLY LINE, 48.42 FEET TO THE POINT OF BEGINNING.

#### PARCEL TWO:

BEGINNING ON THE SOUTHERLY LINE OF IOWA AVENUE, ALSO BEING ON THE NORTHERLY LINE OF LOT 5, AS SAID AVENUE AND LOT ARE SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF THE WILSON SUBDIVISION", WHICH MAP WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON MARCH 4, 1907 IN BOOK "L" OF MAPS AT PAGE 67; SAID POINT OF BEGINNING BEING DISTANT WESTERLY 30.0 FEET ALONG THE NORTHERLY LINE OF SAID IOWA AVENUE FROM THE NORTHEASTERLY CORNER OF SAID LOT 5 AT THE INTERSECTION OF SAID SOUTHERLY LINE OF IOWA AVENUE WITH THE WESTERLY LINE OF MATHILDA AVENUE, AS SHOWN ON THE AFOREMENTIONED MAP; THENCE FROM SAID POINT OF BEGINNING ALONG THE SOUTHERLY LINE OF SAID IOWA AVENUE, WESTERLY 100.00 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 5; THENCE LEAVING SAID SOUTHERLY LINE OF IOWA AVENUE AND ALONG THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID LOT 5, NORTHERLY 25.0 FEET TO THE CENTER LINE OF SAID IOWA AVENUE; THENCE ALONG SAID LAST MENTIONED CENTER LINE, PARALLEL TO AND DISTANT NORTHERLY 25.0 FEET FROM THE NORTHERLY LINE OF SAID LOT 5, EASTERLY 100.00 FEET TO A POINT THAT IS DISTANT WESTERLY 30.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF MATHILDA AVENUE AFORESAID; THENCE SOUTHERLY PARALLEL TO AND 30.00 FEET DISTANT WESTERLY, AT RIGHT ANGLES TO THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID MATHILDA AVENUE, 25.00 FEET TO THE POINT OF BEGINNING AND BEING A PORTION OF IOWA AVENUE, AS SHOWN ON THE ABOVE MENTIONED MAP THAT WAS ABANDONED BY THE CITY OF SUNNYVALE BY THAT CERTAIN "RESOLUTION VACATING PORTIONS OF IOWA AVENUE IN THE CITY OF SUNNYVALE, CALIFORNIA", RESOLUTION NO. 3901; A CERTIFIED COPY OF WHICH WAS RECORDED IN THE RECORDER'S OFFICE OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON APRIL 12, 1960 IN BOOK 4761 OF OFFICIAL RECORDS, PAGE 118.

APN: 165-13-069

**EXHIBIT B**

**COPY OF TITLE REPORTS**

## EXHIBIT B

Updated



*First American Title*

### First American Title Company

6683 Owens Drive  
Pleasanton, CA 94588

Escrow Officer: Diane Burton  
Phone: (925)738-4050  
Fax No.: (866)648-7806  
E-Mail: dburton@firstam.com

Title Officer: Kimberly Speer  
Phone: (916)677-2670  
Fax No.: (916)677-1528  
E-Mail: kspeer@firstam.com

E-Mail Loan Documents to: Lenders please contact the Escrow Officer for email address for sending loan documents.

Buyer: Toll Bros., Inc  
Property: 396 Charles Ave., and, 397 S Mathilda Ave  
Sunnyvale, CA 94086

### PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.**

Order Number: **0131-619970ata**

Page Number: 3

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of April 16, 2015 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

ALTA Extended Loan Policy - 2006

ALTA Extended Owner Policy - 2006

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

PAUL FREDERICK ELKINS, SUCCESSOR SOLE TRUSTEE OF THE LISTON 1993 REVOCABLE TRUST DATED MARCH 15, 1993, SUBJECT TO ITEM NO. 8

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2015-2016, a lien not yet due or payable.

- 1a. Supplemental taxes for the year 2014-2015 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

First Installment:	\$571.15, PAID
Penalty:	\$0.00
Second Installment:	\$571.15, DELINQUENT
Penalty:	\$77.12
Tax Rate Area:	09-168
A. P. No.:	165-13-068-21

Affects:           Parcels Two and Two-A

- 1b. Supplemental taxes for the year 2014-2015 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

First Installment:	\$1,728.61, PAID
Penalty:	\$0.00
Second Installment:	\$1,728.61, DELINQUENT
Penalty:	\$192.86

Tax Rate Area: 09-168  
A. P. No.: 165-13-068-22

Affects: Parcels Two and Two-A

- 1c. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
2. The rights, if any, of a city, public utility or special district, pursuant to Section 8345 et seq. of the California Streets and Highways Code, to preserve a public easement in Iowa Avenue as the same was vacated by the document recorded April 12, 1960 as Book 4761, Page 118 of Official Records.
3. Intentionally Deleted
4. Any right, title or interest of the spouse (if any) of Bernice Elkins, aka Bernice Elkins Liston.
5. Water rights, claims or title to water, whether or not shown by the public records.
6. Rights of parties in possession.
7. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/ACSM survey.

**Prior to the issuance of any policy of title insurance, the Company will require:**

8. With respect to the trust referred to in the vesting:
  - a. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
  - b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
  - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.
9. A deed from the spouse (if any) of Bernice Elkins, aka Bernice Elkins Liston be recorded in the public records, or the joinder of the spouse named herein on any conveyance, encumbrance or lease to be executed by said married person.  
The deed should contain the following statement:  
"It is the express intent of the grantor, being the spouse of the grantee, to convey all right, title and interest of the grantor, community or otherwise, in and to the herein described property to the grantee as his/her sole and separate property."
10. An ALTA/ACSM survey of recent date which complies with the current minimum standard detail requirements for ALTA/ACSM land title surveys.



### INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. General and special taxes and assessments for the fiscal year 2014-2015.

First Installment: \$4,580.29, PAID  
Penalty: \$0.00  
Second Installment: \$4,580.29, PAID  
Penalty: \$0.00  
Tax Rate Area: 09-168  
A. P. No.: 165-13-046

Affects: Parcels One and One-A

2. General and special taxes and assessments for the fiscal year 2014-2015.

First Installment: \$2,050.71, PAID  
Penalty: \$0.00  
Second Installment: \$2,050.71, PAID  
Penalty: \$0.00  
Tax Rate Area: 09-168  
A. P. No.: 165-13-068

Affects: Parcels Two and Two-A

3. Supplemental taxes for the fiscal year 2014-2015 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

First Installment: \$1,352.24, PAID  
Penalty: \$0.00  
Second Installment: \$1,352.24, PAID  
Penalty: \$0.00  
Tax Rate Area: 09-168  
A. P. No.: 165-13-046-23

Affects: Parcels One and One-A

4. Supplemental taxes for the fiscal year 2014-2015 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

First Installment: \$4,091.34, PAID  
Penalty: \$0.00

Second Installment: \$4,091.34, PAID  
Penalty: \$0.00  
Tax Rate Area: 09-168  
A. P. No.: 165-13-046-24

Affects: Parcels One and One-A

5. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) Single Family Residence known as 396 Charles Avenue, Sunnyvale, California.

Affects: Parcels One and One-A

6. The property covered by this report is vacant land.

Affects: Parcels Two and Two-A

7. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

8. We find no open deeds of trust. Escrow please confirm before closing.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

### LEGAL DESCRIPTION

Real property in the City of Sunnyvale , County of Santa Clara, State of California, described as follows:

**PARCEL ONE:**

THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF SUNNYVALE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS PARCEL 1: LOT 8 AS LAID DOWN, DESIGNATED AND DELINEATED UPON THAT CERTAIN MAP ENTITLED, "MAP OF THE BURTON SUBDIVISION BEING THE EASTERLY PORTION OF LOT 8 OF THE J. T. MURPHY SUB. NO. 1 IN THE RANCHO PASTORIA DE LAS BORREGAS", AND WHICH SAID MAP WAS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, IN BOOK "L" OF MAPS, PAGE 66.

**PARCEL ONE-A:**

BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF CHARLES STREET, WITH THE NORTHERLY LINE OF IOWA AVENUE, SAID ST. AND AVE. ARE SHOWN UPON THE MAP ABOVE REFERRED TO; THENCE FROM SAID POINT OF BEGINNING, EASTERLY ALONG THE NORTHERLY LINE OF SAID IOWA AVENUE, 130.00 FEET TO THE SOUTHEASTERLY CORNER OF THE ABOVE DESCRIBED LOT 8; THENCE LEAVING SAID NORTHERLY LINE AND RUNNING SOUTHERLY ALONG THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID LOT, 25.00 FEET TO THE INTERSECTION THEREOF WITH THE CENTERLINE OF SAID AVENUE, SAID CENTERLINE IS SHOWN UPON THE MAP ABOVE REFERRED TO; THENCE WESTERLY ALONG SAID CENTERLINE 130.00 FEET TO THE INTERSECTION THEREOF WITH THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID CHARLES STREET; THENCE NORTHERLY ALONG SAID PROLONGATION, 25.00 FEET TO THE POINT OF BEGINNING. BEING A PORTION OF IOWA STREET, AS ABANDONED BY THAT CERTAIN DOCUMENT RECORDED APRIL 12, 1960 IN BOOK 4761 OF OFFICIAL RECORDS, PAGE 118, SANTA CLARA COUNTY RECORDS.

**PARCEL TWO:**

LOT 7, AS LAID DOWN, DESIGNATED AND DELINEATED UPON THAT CERTAIN MAP ENTITLED, "MAP OF THE BURTON SUBDIVISION, BEING THE EASTERLY PORTION OF LOT 8 OF THE J.T. MURPHY SUB. NO. 1 IN THE RANCHO PASTORIA DE LAS BORREGAS", AND WHICH SAID MAP WAS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, IN BOOK "L" OF MAPS, AT PAGE 66.

EXCEPTING THEREFROM THAT PORTION THEREOF CONDEMNED TO THE CITY OF SUNNYVALE BY INSTRUMENT RECORDED DECEMBER 22, 1969 IN BOOK 8778 OF OFFICIAL RECORDS. PAGE 8, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 30.00 FEET IN WIDTH, MEASURED AT RIGHT ANGLES, LYING WESTERLY OF AND CONTIGUOUS TO THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF LOT 7 WITH THE WESTERLY LINE OF MATHILDA AVENUE, AS SAID LOT AND AVENUE ARE SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF THE BURTON SUBDIVISION", AS SAID MAP IS RECORDED IN BOOK L OF MAPS AT PAGE 66 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE NORTHERLY ALONG SAID WESTERLY LINE 48.42 FEET TO THE NORTHERLY LINE OF SAID LOT 7.

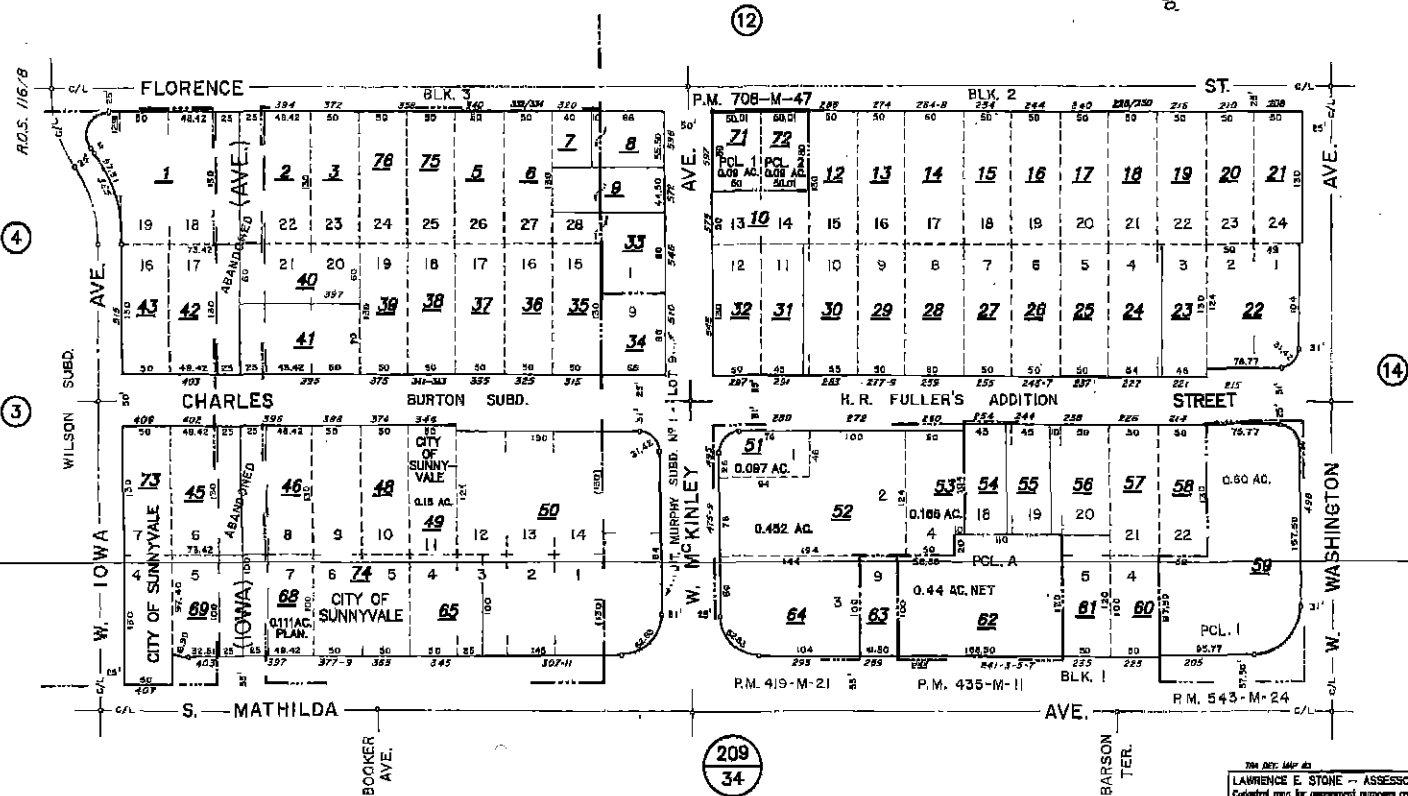
**PARCEL TWO-A:**

BEGINNING ON THE NORTHERLY LINE OF IOWA AVENUE, ALSO BEING ON THE SOUTHERLY LINE OF LOT 7, AS SAID AVENUE AND LOT ARE SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF THE

BARTON SUBDIVISION", WHICH MAP WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON MARCH 4, 1907 IN BOOK "L" OF MAPS, AT PAGE 66; SAID POINT OF BEGINNING BEING DISTANT WESTERLY 30.0 FEET ALONG THE NORTHERLY LINE OF SAID IOWA AVENUE FROM THE SOUTHEASTERLY CORNER OF SAID LOT 7, AT THE INTERSECTION OF SAID NORTHERLY LINE OF IOWA AVENUE WITH THE WESTERLY LINE OF MATHILDA AVENUE, AS SHOWN ON THE AFOREMENTIONED MAP; THENCE FROM SAID POINT OF BEGINNING ALONG THE NORTHERLY LINE OF SAID IOWA AVENUE WESTERLY 100.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 7; THENCE LEAVING SAID NORTHERLY LINE OF IOWA AVENUE AND ALONG THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID LOT 7, SOUTHERLY 25.0 FEET TO THE CENTER LINE OF SAID IOWA AVENUE; THENCE ALONG SAID LAST MENTIONED CENTER LINE, PARALLEL TO AND DISTANT SOUTHERLY 25.0 FEET FROM THE SOUTHERLY LINE OF SAID LOT 7, EASTERLY 100.00 FEET TO A POINT THAT IS DISTANT WESTERLY 30.00 FEET, MEASURED AT RIGHT ANGLES FROM THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF MATHILDA AVENUE, AFORESAID; THENCE NORTHERLY PARALLEL TO AND 30.00 FEET DISTANT WESTERLY, AT RIGHT ANGLES, TO THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID MATHILDA AVENUE, 25.00 FEET TO THE POINT OF BEGINNING, AND BEING A PORTION OF IOWA AVENUE, AS SHOWN ON THE ABOVE MENTIONED MAP THAT WAS ABANDONED BY THE CITY OF SUNNYVALE BY THAT CERTAIN "RESOLUTION VACATING PORTIONS OF IOWA AVENUE, IN THE CITY OF SUNNYVALE, CALIFORNIA", RESOLUTION NO. 3901, A CERTIFIED COPY OF WHICH WAS RECORDED IN THE RECORDER'S OFFICE OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON APRIL 12, 1960 IN BOOK 4761 OF OFFICIAL RECORDS, PAGE 118.

APN: 165-13-046 (Parcels One and One-A) and 165-13-068 (Parcels Two and Two-A)

JAMES T. MURPHY SUBDIVISION N<sup>o</sup> 1



Order Number: 0131-619970a1a  
Page Number: 10

***NOTICE***

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

**EXHIBIT A**  
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)**

**EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:

- (a) building; (d) improvements on the Land;
- (b) zoning; (e) land division; and
- (c) land use; (f) environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
- (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - (c) that result in no loss to You; or
  - (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
- (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - (b) in streets, alleys, or waterways that touch the Land.
- This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

<u><b>Your Deductible Amount</b></u>	<u><b>Our Maximum Dollar Limit of Liability</b></u>
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**

**EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
- (a) and use
  - (b) improvements on the land
  - (c) and division
  - (d) environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- (a) a notice of exercising the right appears in the public records on the Policy Date
  - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
  - 3. Title Risks:
    - (a) that are created, allowed, or agreed to by you
    - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
    - (c) that result in no loss to you
    - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
  - 4. Failure to pay value for your title.
  - 5. Lack of a right:
    - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
    - (b) in streets, alleys, or waterways that touch your land
- This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

### 2006 ALTA LOAN POLICY (06-17-06)

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.



4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**2006 ALTA OWNER'S POLICY (06-17-06)****EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)****EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.



**First American Title**

#### Privacy Information

##### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

##### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

##### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

##### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

##### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

##### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

##### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

##### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

##### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

##### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Updated



*First American Title*

## First American Title Company

6683 Owens Drive  
Pleasanton, CA 94588

Escrow Officer: Diane Burton  
Phone: (925)738-4050  
Fax No.: (866)648-7806  
E-Mail: dburton@firstam.com

Title Officer: Kimberly Speer  
Phone: (916)677-2670  
Fax No.: (916)677-1528  
E-Mail: kspeer@firstam.com

E-Mail Loan Documents to: Lenders please contact the Escrow Officer for email address for sending loan documents.

Buyer: Toll Bros, Inc.  
Property: 402 Charles Avenue  
Sunnyvale, CA 94086

### PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.**

Order Number: **0131-619969ala**

Page Number: 3

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of April 16, 2015 at 7:30 A.M.

The form of Policy of title Insurance contemplated by this report is:

ALTA Extended Loan Policy - 2006

ALTA Extended Owner Policy - 2006

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

CHRISTY M. KRAMER, AS TRUSTEE OF THE JAMES AND CHRISTY KRAMER TRUST FOR THE  
BENEFIT OF CHRISTY M. KRAMER

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

- A-1. General and special taxes and assessments for the fiscal year 2015-2016, a lien not yet due or payable.
  - 1. Intentionally Deleted
  - 2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
  - 3. The rights, if any, of a city, public utility or special district, pursuant to Section 8345 et seq. of the California Streets and Highways Code, to preserve a public easement in IOWA AVENUE as the same was vacated by the document recorded APRIL 12, 1960 as BOOK 4761, PAGE 118, INSTRUMENT NO. 1799336 of Official Records.
  - 4. Intentionally Deleted
  - 5. Rights of parties in possession.
  - 6. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/ACSM survey.

**Prior to the issuance of any policy of title insurance, the Company will require:**

7. Intentionally Deleted
8. With respect to the Phyllis Grenco Trust and the James and Christy Kramer Trust:
  - a. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
  - b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
  - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.
9. An ALTA/ACSM survey of recent date which complies with the current minimum standard detail requirements for ALTA/ACSM land title surveys.

<b>INFORMATIONAL NOTES</b>
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Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. General and special taxes and assessments for the fiscal year 2014-2015.

First Installment:	\$479.07, PAID
Penalty:	\$0.00
Second Installment:	\$479.07, PAID
Penalty:	\$0.00
Tax Rate Area:	09-168
A. P. No.:	165-13-045

2. This report is preparatory to the issuance of an ALTA Loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA endorsement forms 100 and 116 and if applicable, 115 and 116.2 attached.

When issued, the CLTA endorsement form 116 or 116.2, if applicable will reference a(n) Single Family Residence known as 402 Charles Avenue, Sunnyvale, California.

3. According to the public records, there has been no conveyance of the land within a period of twenty four months prior to the date of this report, except as follows:

A document recorded November 15, 2013 as Document No. 22446303 of Official Records.

From: Phyllis G. Gengo, as Trustee of the Phyllis Gengo Trust

To: Christy M. Kramer is appointed as successor Trustee of the Phyllis Gengo Trust

A document recorded November 15, 2013 as Document No. 22446304 of Official Records.

From: Christy M. Kramer, as successor Trustee of the Phyllis Gengo Trust

To: Christy M. Kramer, as Trustee of the James and Christy Kramer Trust for the benefit of Christy M. Kramer, all of grantor's undivided two-thirds interest

A document recorded November 15, 2013 as Document No. 22446305 of Official Records.

From: Christy M. Kramer (also known as Christy M. Gengo), a married woman as her sole and separate property

To: Christy M. Kramer, as Trustee of the James and Christy Kramer Trust for the benefit of Christy M. Kramer, all of grantor's undivided one-third interest



4. We find no open deeds of trust. Escrow please confirm before closing.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

### LEGAL DESCRIPTION

Real property in the City of Sunnyvale , County of Santa Clara, State of California, described as follows:

PARCEL 1:

LOT 6, AS LAID DOWN, DESIGNATED AND DELINEATED UPON THAT CERTAIN MAP ENTITLED, "MAP OF THE WILSON SUBDIVISION, BEING THE EASTERLY PORTION OF LOT 7, OF THE J.T. MURPHY SUB. NO. 1, IN THE RANCHO PASTORIA DE LAS BORREGAS", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON MARCH 4, 1907, IN BOOK L OF MAPS, AT PAGE 67.

PARCEL 2:

A PORTION OF IOWA AVENUE, AS ABANDONED BY THE CITY OF SUNNYVALE, RESOLUTION NO. 3901, DATED MARCH 15, 1960, AND RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON APRIL 12, 1960, IN BOOK 4761 OF OFFICIAL RECORDS, AT PAGE 118, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

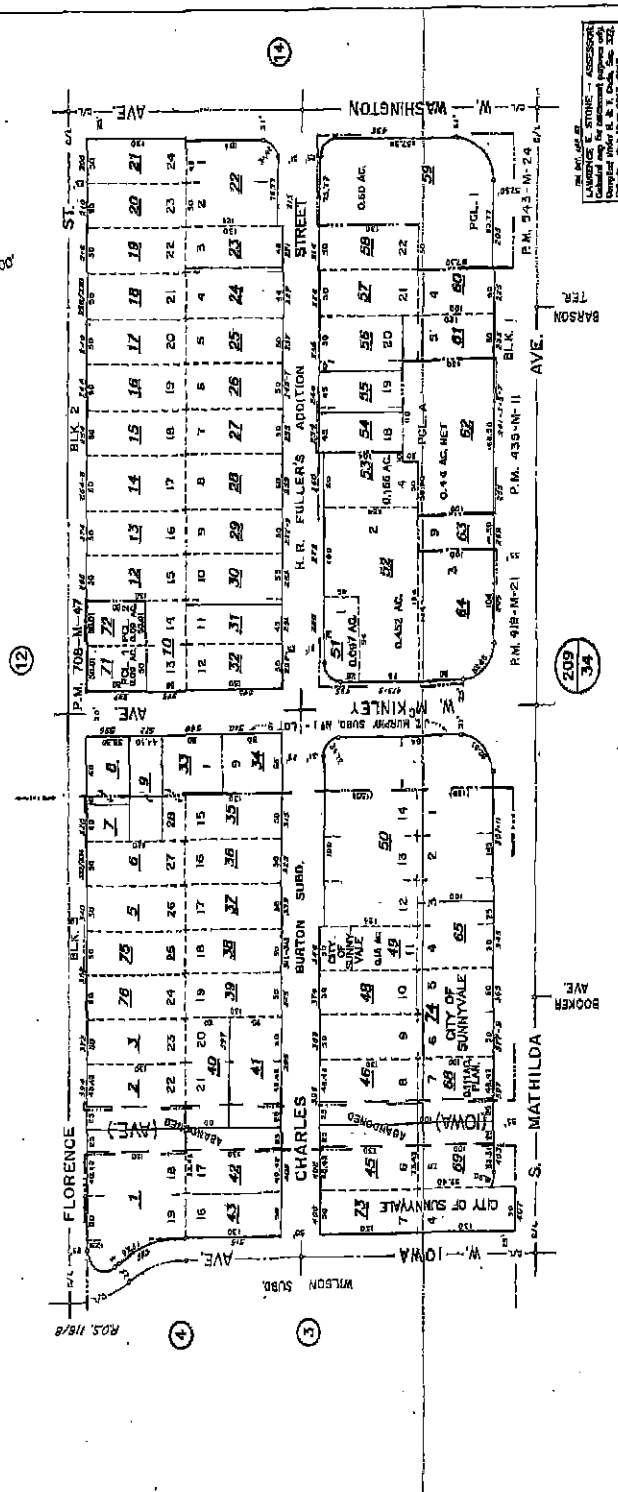
BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF CHARLES STREET, WITH THE SOUTHWESTERLY LINE OF IOWA AVENUE, SAID POINT OF BEGINNING ALSO BEING THE NORTHWESTERLY CORNER OF LOT 6, AS SAID STREET, AVENUE AND LOT ARE SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF THE WILSON SUBDIVISION", WHICH MAP WAS FILED FOR RECORD ON MARCH 4, 1907, IN BOOK "L" OF MAPS, AT PAGE 67, SANTA CLARA COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING SOUTHEASTERLY AND ALONG THE SOUTHWESTERLY LINE OF SAID IOWA AVENUE AND THE NORTHEASTERLY LINE OF LOT 6, 130.00 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 6; THENCE NORTHEASTERLY ALONG THE NORTHEASTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID LOT 6, 25.00 FEET TO A POINT ON THE CENTER LINE OF SAID IOWA AVENUE; THENCE NORTHWESTERLY ALONG LAST SAID LINE, 130.00 FEET TO THE INTERSECTION THEREOF WITH THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF SAID LOT 6; THENCE SOUTHWESTERLY ALONG LAST SAID PROLONGED LINE, 25.00 FEET TO THE POINT OF BEGINNING.

APN: 165-13-045

OFFICE OF COUNTY ASSESSOR — SANTA CLARA COUNTY, CALIFORNIA

JAMES T. MURPHY SUBDIVISION N° 1

BOOK 165  
PAGE 13



***NOTICE***

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

**EXHIBIT A  
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)  
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - (a) building;
  - (b) zoning;
  - (c) land use;
  - (d) improvements on the Land;
  - (e) land division; and
  - (f) environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - (c) that result in no loss to You; or
  - (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - (b) in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)  
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - (a) and use
  - (b) improvements on the land
  - (c) and division
  - (d) environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.  
This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:

- (a) a notice of exercising the right appears in the public records on the Policy Date
  - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
  - 3. Title Risks:
    - (a) that are created, allowed, or agreed to by you
    - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
    - (c) that result in no loss to you
    - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
  - 4. Failure to pay value for your title.
  - 5. Lack of a right:
    - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
    - (b) in streets, alleys, or waterways that touch your land
- This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

### 2006 ALTA LOAN POLICY (06-17-06)

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**2006 ALTA OWNER'S POLICY (06-17-06)****EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)****EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.





**First American Title**

#### Privacy Information

##### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

##### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

##### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

##### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

##### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

##### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

##### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

##### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

##### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

##### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

**Updated**



**First American Title**

## **First American Title Company**

**6683 Owens Drive  
Pleasanton, CA 94588**

Escrow Officer: Diane Burton  
Phone: (925)738-4050  
Fax No.: (866)648-7806  
E-Mail: dburton@firstam.com

Title Officer: Kimberly Speer  
Phone: (916)677-2670  
Fax No.: (916)677-1528  
E-Mail: kspeer@firstam.com

E-Mail Loan Documents to: Lenders please contact the Escrow Officer for email address for sending loan documents.

Buyer: Toll Bros., Inc  
Property: 403 S Mathilda Ave  
Sunnyvale, CA 94086

### **PRELIMINARY REPORT**

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.**

Order Number: **0131-619971ala**

Page Number: 3

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of April 16, 2015 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

ALTA Extended Loan Policy - 2006

ALTA Extended Owner Policy - 2006

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

JOHN T. SORCI AND JOLENE SORCI, HUSBAND AND WIFE, AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP AND MICHAEL R. SORCI, TRUSTEE AND CYNTHIA B. SORCI, TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE SORCI FAMILY TRUST DATED NOVEMBER 10, 2005, EACH AS TO AN UNDIVIDED 1/2 INTEREST

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2015-2016, a lien not yet due or payable.
- 1a. General and special taxes and assessments for the fiscal year 2014-2015.

First Installment:	\$2,646.90, DELINQUENT
Penalty:	\$284.69
Second Installment:	\$2,646.90, DELINQUENT
Penalty:	\$284.69
Tax Rate Area:	09-168
A. P. No.:	165-13-069
2. Intentionally Deleted
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. Intentionally Deleted

5. The rights, if any, of a city, public utility or special district, pursuant to Section 8345 et seq. of the California Streets and Highways Code, to preserve a public easement in Iowa Avenue as the same was vacated by the document recorded April 12, 1960 as Book 4761, Page 118 of Official Records.

- 5a. An easement for Fire Hydrant and incidental purposes, recorded November 28, 1969 as Book 8753, Page 349, Instrument No. 3725506 of Official Records.

In Favor of: City of Sunnyvale

Affects: Fire Hydrant

6. A Deed of Trust to secure an original indebtedness of \$200,000.00 recorded January 12, 2010 as Instrument No. 20573034 of Official Records.

Dated: January 6, 2010

Trustor: John T. Sorci, and Jolene Sorci, husband and wife, as community property with right of survivorship, Michael R. Sorci and Cynthia B Sorci, Trustees, or their successors in Trust, under the Sorci Family Trust, dated November 10, 2005

Trustee: Old Republic Title Company

Beneficiary: Tuolumne Capital LLC

**Notes:**

a. If this deed of trust is to be eliminated in the policy or policies contemplated by this report/commitment, we will require all of the following prior to the recordation of any documents or the issuance of any policy of title insurance:

i. Original note and deed of trust.

ii. Payoff demand statement signed by all present beneficiaries.

iii. Request for reconveyance signed by all present beneficiaries.

b. If the payoff demand statement or the request for reconveyance is to be signed by a servicer, we will also require a full copy of the loan servicing agreement executed by all present beneficiaries.

c. If any of the beneficial interest is presently held by trustees under a trust agreement, we will require a certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company

According to the public records, the beneficial interest under the deed of trust was assigned to Satori Investments, Inc. a Nevada Corporation by assignment recorded July 17, 2014 as Document No. 22647975 of Official Records.

7. Rights of parties in possession.
8. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/ACSM survey.

**Prior to the issuance of any policy of title insurance, the Company will require:**

9. With respect to the trust referred to in the vesting:
  - a. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
  - b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
  - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

10. An ALTA/ACSM survey of recent date which complies with the current minimum standard detail requirements for ALTA/ACSM land title surveys.

#### INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) Multi Family Residence known as 403 S Mathilda Ave, Sunnyvale, California.
2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

### LEGAL DESCRIPTION

Real property in the City of Sunnyvale, County of Santa Clara, State of California, described as follows:

#### PARCEL ONE:

LOT 5, AS DELINEATED UPON THAT CERTAIN MAP ENTITLED "THE WILSON SUBDIVISION", FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON MAY 4TH, 1907 IN BOOK L OF MAPS, AT PAGE 67.

EXCEPTING THEREFROM THAT PORTION CONDEMNED TO THE CITY OF SUNNYVALE, BY INSTRUMENT RECORDED NOVEMBER 28, 1969 IN BOOK 8753 OF OFFICIAL RECORDS, PAGE 349, AS FOLLOWS:

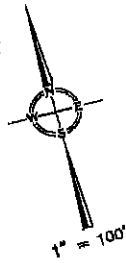
BEGINNING AT THE POINT OF INTERSECTION OF THE WESTERLY LINE OF MATHILDA AVENUE, 50 FEET WIDE WITH THE SOUTHERLY LINE OF SAID LOT 5, AS SAID AVENUE AND LOT ARE SHOWN ON SAID MAP; THENCE NORTH 75° 08' WEST ALONG SAID SOUTHERLY LINE 32.599 FEET TO THE POINT OF INTERSECTION WITH A CURVE TO THE LEFT HAVING A RADIUS OF 50 FEET; THENCE FROM A TANGENT BEARING OF NORTH 33° 25' 15" EAST, NORTHEASTERLY AND NORTHERLY, THROUGH A CENTRAL ANGLE OF 18° 33' 15", A DISTANCE OF 16.19 FEET TO THE POINT OF TANGENCY WITH A LINE PARALLEL WITH AND DISTANT WESTERLY, MEASURED AT RIGHT ANGLES 30.00 FEET FROM SAID WESTERLY LINE OF MATHILDA AVENUE; THENCE NORTH 14° 52' EAST ALONG SAID PARALLEL LINE, 32.51 FEET TO THE NORTHERLY LINE OF SAID LOT 5; THENCE SOUTH 75° 08' EAST ALONG SAID NORTHERLY LINE, 30.00 FEET TO SAID WESTERLY LINE OF MATHILDA AVENUE; THENCE SOUTH 14° 52' WEST ALONG SAID WESTERLY LINE, 48.42 FEET TO THE POINT OF BEGINNING.

#### PARCEL TWO:

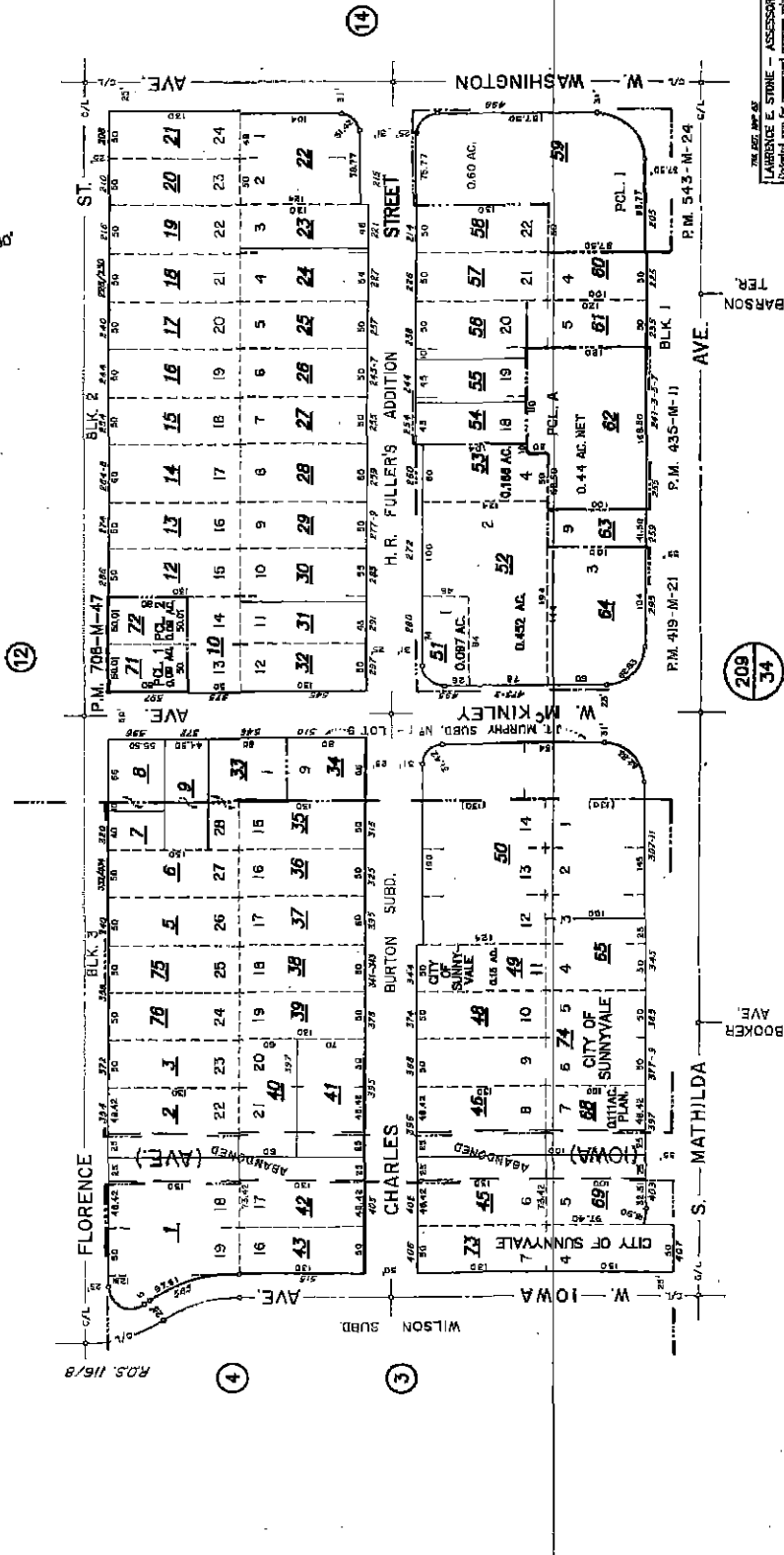
BEGINNING ON THE SOUTHERLY LINE OF IOWA AVENUE, ALSO BEING ON THE NORTHERLY LINE OF LOT 5, AS SAID AVENUE AND LOT ARE SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF THE WILSON SUBDIVISION", WHICH MAP WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON MARCH 4, 1907 IN BOOK "L" OF MAPS AT PAGE 67; SAID POINT OF BEGINNING BEING DISTANT WESTERLY 30.0 FEET ALONG THE NORTHERLY LINE OF SAID IOWA AVENUE FROM THE NORTHEASTERLY CORNER OF SAID LOT 5 AT THE INTERSECTION OF SAID SOUTHERLY LINE OF IOWA AVENUE WITH THE WESTERLY LINE OF MATHILDA AVENUE, AS SHOWN ON THE AFOREMENTIONED MAP; THENCE FROM SAID POINT OF BEGINNING ALONG THE SOUTHERLY LINE OF SAID IOWA AVENUE, WESTERLY 100.00 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 5; THENCE LEAVING SAID SOUTHERLY LINE OF IOWA AVENUE AND ALONG THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID LOT 5, NORTHERLY 25.0 FEET TO THE CENTER LINE OF SAID IOWA AVENUE; THENCE ALONG SAID LAST MENTIONED CENTER LINE, PARALLEL TO AND DISTANT NORTHERLY 25.0 FEET FROM THE NORTHERLY LINE OF SAID LOT 5, EASTERLY 100.00 FEET TO A POINT THAT IS DISTANT WESTERLY 30.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF MATHILDA AVENUE AFORESAID; THENCE SOUTHERLY PARALLEL TO AND 30.00 FEET DISTANT WESTERLY, AT RIGHT ANGLES TO THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID MATHILDA AVENUE, 25.00 FEET TO THE POINT OF BEGINNING AND BEING A PORTION OF IOWA AVENUE, AS SHOWN ON THE ABOVE MENTIONED MAP THAT WAS ABANDONED BY THE CITY OF SUNNYVALE BY THAT CERTAIN "RESOLUTION VACATING PORTIONS OF IOWA AVENUE IN THE CITY OF SUNNYVALE, CALIFORNIA", RESOLUTION NO. 3901; A CERTIFIED COPY OF WHICH WAS RECORDED IN THE RECORDER'S OFFICE OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON APRIL 12, 1960 IN BOOK 4761 OF OFFICIAL RECORDS, PAGE 118.

APN: 165-13-069





JAMES T. MURPHY SUBDIVISION No. 1



THE ASSessor  
LAURENCE E. STONE - ASSESSOR  
Notarized copy for assessment purposes only.  
Completed under R. & T. Code, Sec. 327.  
Examination Fee Year 2016-2017

***NOTICE***

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

**EXHIBIT A**  
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)**

**EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - (a) building; (d) improvements on the Land;
  - (b) zoning; (e) land division; and
  - (c) land use; (f) environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - (c) that result in no loss to You; or
  - (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - (b) in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

<u><b>Your Deductible Amount</b></u>	<u><b>Our Maximum Dollar Limit of Liability</b></u>
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**

**EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - (a) and use
  - (b) improvements on the land
  - (c) and division
  - (d) environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- (a) a notice of exercising the right appears in the public records on the Policy Date
- (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
- 3. Title Risks:
  - (a) that are created, allowed, or agreed to by you
  - (b) that are known to you, but not to us, on the Policy Date — unless they appeared in the public records
  - (c) that result in no loss to you
  - (d) that first affect your title after the Policy Date — this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
- 4. Failure to pay value for your title.
- 5. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
  - (b) in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

### 2006 ALTA LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**2006 ALTA OWNER'S POLICY (06-17-06)****EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)****EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.  
 (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.



**First American Title**

#### Privacy Information

##### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

##### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

##### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

##### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

##### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

##### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

##### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

##### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

##### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

##### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

EXHIBIT C

FORM OF GRANT DEED

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Sunnyvale  
456 W. Olive Ave.  
Sunnyvale, CA 94086  
Attn: Kent Steffens

No fee for recording pursuant to  
Government Code Section 27383

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APN: \_\_\_\_\_  
Transfer Tax: \_\_\_\_\_

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged, Toll CA XIX, L.P., a \_\_\_\_\_ limited partnership ("Grantor"), hereby grants to City of Sunnyvale, a charter city ("Grantee"), that certain real property (the "Property") located in the City of Sunnyvale, County of Santa Clara, State of California, as more particularly described in Exhibit A, attached hereto and incorporated in this Grant Deed by this reference, subject to:

1. General and special real property taxes and assessments and supplemental assessments, if any, for the current fiscal year.
2. All other covenants, conditions, restrictions, reservations, rights, rights-of-way, dedications, offers of dedication and easements of record.

Grantee on Grantee's own behalf and on behalf of Grantee's council members, agents, employees, invitees, affiliates, successors and assigns (collectively, the "Grantee Parties") hereby agrees that each of Grantor, and their affiliates, employees and agents as well as the employees and agents of its affiliates (collectively, the "Released Parties") shall be, and are hereby, fully and forever released from any and all claims, liens, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, and all costs incurred in connection therewith (including without limitation actual attorneys' fees and costs of experts and consultants) (collectively, "Claims") that may arise on account of or in any way be connected with the Property including the physical, environmental and structural condition of the Property or any law or regulation applicable thereto, including any Claim or matter (regardless of when it first appeared) relating to or arising from (a) the presence of any environmental problems, or the use, presence, storage, release, discharge or migration of Hazardous Materials on, in, under or around the



Property, regardless of when such Hazardous Materials were first introduced in, on or about the Property, including, without limitation, the environmental matters disclosed in any of the documents previously delivered to Grantee by Grantor (the "Environmental Disclosures") which Grantee has received and reviewed, (b) any patent or latent defects or deficiencies with respect to the Property, (c) any and all matters related to the Property or any portion thereof, including the condition and/or operation of the Property and each part thereof, and (d) the presence, release and/or remediation of asbestos and asbestos containing materials in, on or about the Property, regardless of when such asbestos or asbestos containing materials were first introduced in, on or about the Property; provided, however, in no event shall the release set forth herein apply to any Claims for which Grantor has specifically agreed to indemnify Grantee in any other agreement between Grantor and Grantee. Grantee hereby waives and agrees not to commence any action, legal proceeding, cause of action or suits in law or equity, of whatever kind or nature, including any private right of action under the federal superfund laws, 42 U.S.C. Sections 9601 et seq. and California Health and Safety Code Sections 25300 et seq. (as such laws and statutes may be amended, supplemented or replaced from time to time), directly or indirectly, against the Released Parties in connection with Claims described above and expressly waives the provisions of Section 1542 of the California Civil Code which provides:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR"**

and all similar provisions or rules of law. Grantee elects to and does assume all risk for such Claims against the Released Parties which may be brought by Grantee or Grantee Parties, whether now known or unknown by Grantee. In this connection and to the greatest extent permitted by law, Grantee hereby agrees, represents and warrants that Grantee realizes and acknowledges that factual matters now unknown to Grantee may have given or may hereafter give rise to Claims which are presently unknown, unanticipated and unsuspected, and Grantee further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Grantee nevertheless hereby intends to release Grantor from any such unknown Claims which might in any way be included as a material portion of the consideration given to Grantor by Grantee in exchange for Grantor's performance hereunder. Notwithstanding anything to the contrary herein or in any agreement between Grantor and Grantee, Grantor shall not have any liability whatsoever to Grantee with respect to any matter disclosed to or discovered by Grantee or the Grantee Parties prior to the date hereof.

(a) Without limiting the generality of the foregoing, Grantee hereby expressly waives, releases and relinquishes any and all claims, causes of action, rights and remedies Grantee may now or hereafter have against the Released Parties, whether known or unknown, under any Environmental Law(s), or common law, in equity or otherwise, with respect to (1) any past, present or future presence or existence of Hazardous Materials on, under or about the Property (including in the groundwater underlying the Property) or (2) any past, present or future violations of any Environmental Laws (collectively, "Environmental Claims"). Any reference in this Agreement to Claims shall be deemed to include Environmental Claims. For the purposes of this Agreement, the term "Environmental Laws" means any and all federal, state and local statutes,

ordinances, orders, rules, regulations, guidance documents, judgments, governmental authorizations, or any other requirements of governmental authorities, as may presently exist or as may be amended or supplemented, or hereafter enacted or promulgated, relating to the presence, release, generation, use, handling, treatment, storage, transportation or disposal of Hazardous Materials, or the protection of the environment or human, plant or animal health, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C.A. § 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Oil Pollution Act (33 U.S.C. § 2701 et seq.), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.), the Porter-Cologne Water Quality Control Act (Cal. Wat. Code § 13020 et seq.), the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5 et seq.), the Hazardous Waste Control Act (Cal. Health & Safe Code § 25100 et seq.), the Hazardous Materials Release Response Plans & Inventory Act (Cal. Health & Safety Code § 25500 et seq.), and the Carpenter-Presley-Tanner Hazardous Materials Account Act (Cal. Health & Safety Code, § 25300 et seq.). As used herein, the term "Hazardous Materials" includes any hazardous or toxic material, substance, irritant, chemical or waste, which is (A) defined, classified, designated, listed or otherwise considered under any Environmental Law as a "hazardous waste," "Hazardous Material," "hazardous material," "extremely hazardous waste," "acutely hazardous waste," "radioactive waste," "biohazardous waste," "pollutant," "toxic pollutant," "contaminant," "restricted hazardous waste," "infectious waste," "toxic substance," or any other term or expression intended to define, list, regulate or classify substances by reason of properties harmful to health, safety or the indoor or outdoor environment, (B) toxic, ignitable, corrosive, reactive, explosive, flammable, infectious, radioactive, carcinogenic or mutagenic, and which is or becomes regulated by any local, state or federal governmental authority, (C) asbestos and asbestos containing materials, (D) an oil, petroleum, petroleum based product or petroleum additive, derived substance or breakdown product, (E) urea formaldehyde foam insulation, (F) polychlorinated biphenyls (PCBs), (G) freon and other chlorofluorocarbons, (H) any drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources, (I) lead-based paint and (J) mold, rot, fungi and bacterial matter.

(b) Grantor has given Grantee material concessions regarding this transaction in exchange for Grantee agreeing to the provisions set forth herein. Grantor and Grantee have each initialed this page to further indicate their awareness and acceptance of each and every provision hereof. The provisions of this Grant Deed shall be binding upon Grantee's successors and assigns.

**GRANTOR'S INITIALS:**

**GRANTEE'S INITIALS:**

IN WITNESS WHEREOF, the Grantor has executed this Grant Deed as of \_\_\_\_\_,  
201\_\_.

GRANTOR:

TOLL CA XIX, L.P., a \_\_\_\_\_ limited  
partnership

By: Toll CA GP Corp., a \_\_\_\_\_  
corporation, its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ACKNOWLEDGED AND ACCEPTED BY  
GRANTEE:

CITY OF SUNNYVALE, a charter city

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

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

[EXHIBIT A AND APPROPRIATE NOTARY BLOCKS TO BE ADDED AT EXECUTION]



# City of Sunnyvale

## Agenda Item

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15-0365

Agenda Date: 7/14/2015

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### REPORT TO COUNCIL

#### **SUBJECT**

Adopt a Resolution to Approve the Final Engineer's Report, Confirm the Assessment, and Levy Annual Assessment for The Downtown Parking Maintenance District Assessment for Fiscal Year 2015/16

#### **BACKGROUND**

The operation and maintenance expense of certain downtown parking areas are supported by the Downtown Parking Maintenance District assessment. On July 28, 2009, in response to property owners ballot approval, the City Council adopted Resolution #398-09 (RTC09-196) to levy assessments for Fiscal Year (FY) 2009/10 and for each fiscal year thereafter by adjusting the annual assessment rate based upon the previous year's change in the Consumer Price Index.

On June 23, 2015, the City Council adopted a resolution declaring its intention to levy and collect an assessment for the Downtown Parking Maintenance District for FY 2015/16, approving the preliminary Engineer's Report, and setting July 14, 2015 at 7:00 pm as the date and time for public hearing on the levy of the proposed assessment.

#### **EXISTING POLICY**

Council Resolution 6643, dated September 1, 1964 authorized the City to levy an annual assessment on all lands and improvements within the Parking District to pay debt service, operations, maintenance, and improvement costs.

#### **ENVIRONMENTAL REVIEW**

Adoption of the subject resolution is not a project within the meaning of the California Environmental Quality Act as the Act does not apply to governmental funding mechanisms or other government fiscal activities (CEQA Guideline 15378(b)(4)).

#### **DISCUSSION**

Francisco & Associates, Inc. (the Assessment Engineer) prepared the final Engineer's report (Attachment 1) for the FY 2015/16 assessment. The assessment rates are proposed to increase +1.3579% based on the Consumer Price Index change between April 2014 and February 2015 (all Urban Consumers for the San Francisco-Oakland-San Jose area) as shown in the Table below.

FY 2015/16 Assessment Rates per Benefit Zone					
Benefit Zone No.	Assessment Rate Per Deficit Parking Space	Total Deficit Parking Space	Total Assessment	Less County Administration (1%)	Net Assessment Revenue
1	\$0.00	56.80	\$0.00	\$0.00	\$0.00
2	\$156.98	172.38	\$27,060.20	(\$270.60)	\$26,789.60
3	\$68.16	2,207.13	\$150,437.86	(\$1,504.38)	\$148,933.48
4	\$20.53	366.40	\$7,522.16	(\$75.22)	\$7,446.94
<b>Total</b>		<b>2,802.71</b>	<b>\$185,020.22</b>	<b>(\$1,850.20)</b>	<b>\$183,170.02</b>

Pursuant to California Streets and Highways Code Section 22631, Council adoption of the Resolution (Attachment 2) to approve or modify the final Engineer's report constitutes the levy of the assessment for FY 2015/16.

### **FISCAL IMPACT**

The proposed budget for maintenance and administration of the parking lots for FY 2015/16 is \$328,576, which includes annual operating costs and a capital project for major work elements such as the installation of concrete gutters and pavement rehabilitation. Approval of the recommended FY 2015/16 assessment will generate revenue of approximately \$185,020. The City receives the net assessment revenue of \$183,170 after County administrative fees (1% of the assessment) are subtracted. The difference between net assessment revenues and planned expenditures is offset by \$3,921 of interest income and a planned drawdown of \$141,485 from the Parking District Fund reserve. Based on this, it is estimated that the balance of the Parking District reserve fund will be \$394,195 at the end of FY 2015/16. The reserve will be used for future periodic capital improvements as well as to supplement annual operating and maintenance costs.

The expected gross revenue from the final Engineer's report for FY 2015/16 (\$185,020) is slightly lower than the amount projected in the FY 2015/16 Recommended Budget (\$187,865). At the time of budget development, the number of deficit parking spaces within zones 3 and 4 were not confirmed. The lower assessment has a nominal effect on reserves, drawing down approximately \$3,000 more than planned. The Parking District fund will be able to absorb this increased drawdown over the twenty-year financial 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.

During the week of March 23, 2015, informational letters were mailed to each property owner explaining the proposed assessment methodology and assessment rate per deficit parking space. Specific information pertaining to the assessment methodology, the demand for on-site private parking, the number of on-site private parking spaces, and any respective deficit was provided for

each parcel within the Downtown Parking Maintenance District.

Public contact was also made on June 23, 2015, when City Council adopted the Resolution of Intention to Levy and Collect Assessment for the Downtown Parking Maintenance District for FY 2015/16, and set the date and time for public hearing for July 14, 2015 (RTC 15-0364). The preliminary Engineer's report is on file in the office of the City Clerk for public review. On July 3, 2015, the Notice of Public Hearing was published in the *Sunnyvale Sun*.

### **ALTERNATIVES**

1. Adopt the resolution to approve the final Engineer's report, to confirm the assessment, and levy annual assessment for the Downtown Parking Maintenance District assessment for FY 2015/16.
2. Modify the final Engineer's report, adopt the resolution to approve the modified final Engineer's report and to confirm the assessment and levy annual assessment for the Downtown Parking Maintenance District assessment for FY 2015/16.
3. Do not take action to give the City the necessary authority to levy and collect the assessment for FY 2015/16.

### **STAFF RECOMMENDATION**

Alternative 1: Adopt the resolution to approve the final Engineer's report, to confirm the assessment, and levy annual assessment for the Downtown Parking Maintenance District assessment for FY 2015/16.

This alternative will allow the City to continue levying the assessment for FY 2015/16.

Prepared by: Judy Chu, Senior Engineer  
Reviewed by: Manuel Pineda, Director, Public Works  
Reviewed by: Grace K. Leung, Director, Finance  
Reviewed by: Kent Steffens, Assistant City Manager  
Approved by: Deanna J. Santana, City Manager

### **ATTACHMENTS**

1. Fiscal Year 2015/16 Final Engineer's Report
2. Resolution to Levy Annual Assessment



# CITY OF SUNNYVALE DOWNTOWN PARKING MAINTENANCE DISTRICT



Fiscal Year 2015-16  
Final Engineer's Report

July 14, 2015

Prepared by:  
Francisco & Associates, Inc.  
130 Market Place, Suite 160  
San Ramon, CA 94583  
(925) 867-3400



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COUNCIL MEMBERS

Jim Griffith  
Mayor

Tara Martin-Milius  
Vice Mayor

Jim Davis  
Councilmember

Glenn Hendricks  
Councilmember

Gustav Larsson  
Councilmember

Pat Meyering  
Councilmember

David Whittum  
Councilmember

CITY STAFF

Deanna J. Santana  
City Manager

Joan Borger  
City Attorney

Manuel Pineda  
Director of Public Works

Grace Leung  
Director of Finance

Craig Mobeck  
Assistant Director of Public Works

Judy Chu, P.E.  
Senior Civil Engineer

ENGINEERS

Francisco & Associates, Inc.  
Assessment Engineer

The undersigned, acting on behalf of Francisco & Associates, Inc., respectfully submits the enclosed Engineer's Report as directed by City Council of the City of Sunnyvale pursuant to the provisions of the City of Sunnyvale Municipal Code (Chapter 14.26). The undersigned certifies that he is a Professional Engineer, registered in the State of California.



Dated: June 24, 2015

By: Joseph A. Francisco, P.E.  
R.C.E. No. 40688

I HEREBY CERTIFY that the enclosed Engineer's Report, including the Assessment Roll and Maintenance District Diagram, thereto attached, was filed with me on the \_\_\_\_ day of \_\_\_\_\_, 2015.

Kathleen Franco Simmons  
City Clerk  
City of Sunnyvale  
Sunnyvale, California

By: \_\_\_\_\_

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and the Maintenance District Diagram, thereto attached, was approved and confirmed by the City Council of the City of Sunnyvale, on the \_\_\_\_ day of \_\_\_\_\_, 2015.

Kathleen Franco Simmons  
City Clerk  
City of Sunnyvale  
Sunnyvale, California

By: \_\_\_\_\_

I HEREBY CERTIFY that the enclosed Engineer's Report, including the Assessment Roll and the Maintenance District Diagram, thereto attached, was filed with the County Auditor of the County of Santa Clara on the \_\_\_\_ day of \_\_\_\_\_, 2015.

Joseph A. Francisco  
Francisco & Associates, Inc.

By: \_\_\_\_\_

**SECTION I**

**INTRODUCTION**

**ENGINEER'S REPORT**

**SUNNYVALE DOWNTOWN PARKING MAINTENANCE DISTRICT**

**FISCAL YEAR 2015-16**

**HISTORY**

On September 1, 1964 the City Council adopted Resolution No. 6643, which authorized the City of Sunnyvale to levy an ad-valorem assessment on all taxable properties within the boundaries of the Sunnyvale Downtown Parking Maintenance District. This ad-valorem assessment was used to pay for the operation and maintenance of existing public parking facilities and the debt service payments associated with the acquisition and construction of various public parking facilities within the boundaries of the Sunnyvale Downtown Parking Maintenance District ("District").

**IMPACTS OF PROPOSITION 218**

On November 5, 1996, California voters approved Proposition 218, entitled the "Right to Vote On Taxes Act", which added Articles XIII C and XIII D to the California Constitution. While its title refers only to taxes, Proposition 218 established new procedural requirements for the formation and administration of assessment districts. Commencing in FY 1997-98, the City could no longer levy assessments, based upon each parcel's assessed valuation (ad-valorem), to fund the annual operation and maintenance of parking facilities. Assessments to fund these facilities were required to be spread based upon each parcel's proportionate share of benefit that they receive from those parking facilities. Because the previous methodology did not allocate the costs to each parcel based upon their proportionate share of benefit the assessment spread methodology had to be revised commencing in FY 1997-98.

Proposition 218 requires that all affected property owners be given the opportunity to vote either in favor or against their proposed assessment. Therefore, in order to comply with the requirements of Proposition 218 and the levy of assessments commencing in FY 1997-98 and each fiscal year thereafter, the City implemented the following procedures:

- 1) Every property owner subject to the proposed assessment was mailed a ballot allowing the property owner to vote either in favor or against the proposed formation of the Sunnyvale Downtown Parking Maintenance District and the levying of assessments within the proposed District. The ballots were accompanied by a public notice describing the total assessment, the individual property owner's assessment, the duration of the assessment, the reason for the assessment and the basis upon which the assessment was calculated.

- 2) The ballots returned to the City Clerk before the close of the public input portion of the public hearing were tabulated to determine whether a majority protest against the assessment levy existed. A majority protest existed if over 50% of the ballots received, weighted by assessment amount, oppose the levy of assessment.
- 3) On July 28, 2009 the City Clerk tabulated the ballots and a majority of the property owners who voted were in favor of forming the District and authorizing the levy of assessments commencing in FY 2009-10 and each year thereafter by adjusting the annual assessment based upon the prior year's change in the Consumer Price Index (All Urban Consumers, for the San Francisco-Oakland-San Jose area as determined by the U.S. Department of Labor).

**SECTION II**

**ENGINEER'S REPORT PREPARED PURSUANT TO THE PROVISIONS OF  
THE CITY OF SUNNYVALE MUNICIPAL CODE (CHAPTER 14.26)**

**FISCAL YEAR 2015-16**

Pursuant to City of Sunnyvale Municipal Code (Chapter 14.26), I, Joseph A. Francisco, the duly appointed Engineer of Work and acting for Francisco & Associates, Inc., Assessment and Administration Engineer for the District, submit the following Report, consisting of Section I (Introduction) above, which is largely based on information provided by the City of Sunnyvale and this Section II, which consists of five (5) parts, as follows:

**PART I: DESCRIPTION OF IMPROVEMENTS**

This part describes the improvements in the Maintenance District. Plans and specifications for the improvements listed in Part I are on file in the Office of the Clerk of the City of Sunnyvale. Such plans and specifications are incorporated herein by reference.

**PART II: ESTIMATE OF COST**

This part contains an estimate of the costs of the proposed improvements for Fiscal Year 2015-16, including incidental costs and expenses in connection therewith. This estimate is also on file in the Office of the Clerk of the City of Sunnyvale.

**PART III: PARKING DISTRICT DIAGRAM**

This part incorporates, by reference, the "Downtown Parking District Diagram", which is a diagram of the Maintenance District showing the exterior boundaries of the District and the lines and dimensions of each lot or parcel of land within the District. This Diagram has been prepared by the Engineer and is on file in the Office of the Clerk of the City of Sunnyvale. The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Assessor of the County of Santa Clara for the year when this Report was prepared. The Assessor's maps and records are incorporated by reference to the Assessor parcel numbers included herein in Appendix "B" and made part of this Report.

**PART IV: METHOD OF APPORTIONMENT OF ASSESSMENT**

This part describes the method of apportionment of assessments, based upon each parcel's current use, within the boundaries of the Maintenance District. The apportionment of assessments to each parcel is in proportion to the estimated benefits the parcel receives from the improvements.

**PART V: PROPERTY OWNER LIST & ASSESSMENT ROLL**

This part contains a list of the Santa Clara County Assessor's Parcel Numbers and the net amount to be assessed upon benefited lands within the Maintenance District for Fiscal Year 2015-16.

The Assessment Roll is filed in the Office of the Clerk of the City of Sunnyvale and is incorporated in Appendix "B" of this Report. The list is keyed to the records of the Assessor of the County of Santa Clara, which are incorporated herein by reference.

PART I

DESCRIPTION OF IMPROVEMENTS

Parking Facilities:

The parking facility improvements that can be operated, maintained and serviced by the Maintenance District for Fiscal Year 2015-16 consist of the public parking facilities shown in Appendix “A” of this report.

**PART II**

**ESTIMATE OF COST**

The City of Sunnyvale Municipal Code (Chapter 14.26) provides that the total cost of operation, maintenance and servicing of public parking facilities can be recovered by the levying of assessments.

Operation, maintenance and servicing costs include, but are not limited to; the repair and replacement of existing parking facilities, personnel, electrical energy, utilities such as water, materials, contractual services and other items necessary or appropriate for the parking facilities. Incidental expenses include the administration of the Maintenance District, engineering fees, legal fees, printing, posting and mailing of notices. Insurance and all other costs associated with the annual collection process are also included.

The operation, maintenance and servicing costs for Fiscal Year 2015-16 are summarized below in Table 1. These cost estimates were provided by the City of Sunnyvale.

<b>TABLE 1</b> <b>City of Sunnyvale</b> <b>Downtown Parking Maintenance District Budget</b> <b>FY 2015-16</b>	
	<b>FY 2015-16</b>
	<b>Costs</b>
<b><u>Revenues:</u></b>	
Assessment Revenue	\$185,020.22
Less County Administration	<b>(\$1,850.20)</b>
Interest income (to be transferred)	\$ 3,921.00
District Reserve Fund (to be transferred)	<u>\$141,484.98</u>
<b>Total Revenues</b>	<b>\$ 328,576.00</b>
<b><u>Expenses:</u></b>	
Parking Lot Capital Improvement Project, Maintenance & Administration	<u>\$ 328,576.00</u>
<b>Total Expenses</b>	<b>\$ 328,576.00</b>

The City of Sunnyvale Municipal Code (Chapter 14.26) requires that a special fund be set up for the revenues and expenditures of the District. Funds raised by assessments shall be used only for the purpose as stated herein. The City of Sunnyvale or, subject to the discretionary approval of the City of Sunnyvale City Council, any other person may contribute to the District to reduce assessments. Any balance remaining on July 1 must be carried over to the next fiscal year unless the funds are being accumulated for future capital improvements or operating reserves.



PART III

MAINTENANCE DISTRICT DIAGRAM

The boundaries of the Maintenance District are within the boundaries of the City of Sunnyvale. A diagram (the "Downtown Parking Maintenance District Diagram") of the District showing the exterior boundaries of the District has been prepared by the Engineer of Work and is on file in the Office of the Clerk of the City of Sunnyvale and a copy of the Assessment Diagram is shown in Appendix "A" of this Report. For a detailed description of the lines and dimensions of each lot or parcel within the Downtown Parking Maintenance District are those lines and dimensions shown on the maps of the Assessor of the County of Santa Clara for Fiscal Year 2015-16. The Assessor's parcel maps for the lots and parcels within the Downtown Parking Maintenance District are incorporated by reference herein and made part of this Report.

**PART IV**

**METHOD OF APPORTIONMENT OF ASSESSMENT**

**GENERAL**

The City of Sunnyvale Municipal Code (Chapter 14.26) permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, which include the operation, maintenance and servicing of public parking facilities.

The City of Sunnyvale Municipal Code (Chapter 14.26) requires that the assessments must be levied according to benefit rather than according to assessed value. In addition, Article XIIID, Section 4(a) of the California Constitution, limits the amount of any assessment to the proportional special benefit conferred on the property.

Because assessments are levied on the basis of benefit, they are not considered to be a tax governed by Article XIII A of the California Constitution.

The City of Sunnyvale Municipal Code (Chapter 14.26) permits the designation of zones of benefit within any individual assessment district if "by reasons or variations in the nature, location and extent of the improvements, the various areas will receive different degrees of benefit from the improvement".

Article XIIID provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment. Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts and public parkways and that portion of public property that is not developed and used for business purposes similar to private commercial, industrial and institutional activities.

**PUBLIC PARKING BENEFIT ANALYSIS**

Property owners within the Downtown Parking Maintenance District receive a special and direct benefit from the District parking facilities because this allows property owners to develop or redevelop their properties without providing needed on-site parking to support their development. This Parking District allows property owners to maximize their parcel's development capabilities (i.e. by only requiring property owners who construct additional building square footage on their parcel to provide additional on-site parking for that additional building square footage constructed). The ability to maximize a parcel's development capabilities increases the value of these properties within the boundaries of the District.

**BENEFIT ASSESSMENT METHODOLOGY**

The total cost to operate, maintain and service the parking facilities are apportioned to each parcel within the boundaries of the Maintenance District in accordance with a methodology that is consistent with standard assessment engineering practices. The method for spreading the costs to each parcel is based on each parcel's pro-rata share of deficit parking spaces. The number of deficit parking spaces for each parcel is equal to the number of parking spaces needed per the City's Parking Demand Guidelines (see Table 2 below) less the number of existing parking spaces located on their parcel.

<b>TABLE 2 City of Sunnyvale Downtown Parking Maintenance District Parking Demand Guidelines</b>	
<b>Current Type of Use</b>	<b>One Parking Space Per</b>
Apartments (1 Bedroom)	0.66667 Units
Apartments (2-3 Bedrooms)	0.57143 Units
Churches	3 Seats
Condos	0.50 Units
Financial Institutions	180 sq. ft.
General Offices (Free Standing)	250 sq. ft.
General Offices (In Center)	250 sq. ft.
Hotels	Rooms + Employees
Industrial Warehouses	2,500 sq. ft.
Medical/Dental	180 sq. ft.
Nightclubs and Bars	50 sq. ft.
Other Uses <sup>1</sup>	180 sq. ft.
Repair Garages	180 sq. ft.
Research & Development	500 sq. ft.
Rest Homes	2.25 Units
Restaurants w/ Bars	75 sq. ft.
Restaurants w/o Bars	110 sq. ft.
Retail	250 sq. ft.
Senior Citizen Apartments	2.0 Units + Employees
Shopping Centers	225 sq. ft.

<sup>1</sup> Each year in May all parcels within the boundaries of the Maintenance District are analyzed to determine their current use. If a parcel is vacant and the proposed use is not available it will be classified as "Other Uses". Other Uses has been used for Vacant parcels because it is the average of all land uses within the Maintenance District.

Because of the varying size and location of parking facilities located within the Maintenance District, special benefit zones have been established to accurately track the operation and maintenance costs and assess only those properties that benefit from the improvements located within their respective benefit zone. All parcels within the boundaries of the District are located within either Benefit Zone No. 1, 2, 3 or 4. Properties located within each benefit zone will only be required to pay for the operation and maintenance of the parking facilities located within their respective benefit zone. The total cost to operate and maintain the parking

facilities within each benefit zone will be spread to each parcel within that benefit zone based upon their proportionate number of deficit parking spaces.

Parcels will be assessed based upon their pro-rata share of the number of parking spaces they are in deficit of based upon the City of Sunnyvale Parking Demand Guidelines. If the parcel has fewer parking spaces than that which is required under the City of Sunnyvale Parking Demand Guidelines, then they are considered in deficit.

For example, if an office building has 25,000 square feet of office space, the City of Sunnyvale would require one (1) parking space for every 250 square feet of office space. Therefore, in this case, the office building would require 100 parking spaces (25,000 sq. ft./ 1 parking space per 250 sq. ft.). If the property owner for the office building had 100 or more parking spaces then the property owner would not be placing a demand for additional parking and therefore would not be assessed. However, if the property owner only had 70 on-site parking spaces then there would be a parking deficit of 30 parking spaces for that particular parcel.

Based upon the annual budget needed to operate and maintain the existing public parking facilities for Fiscal Year 2015-16, the assessment rates per deficit parking space for each benefit zone are summarized below in Tables No. 3.

TABLE 3 FY 2015-16 - Assessment Rates per Benefit Zone					
Benefit Zone No.	FY 2015-16 Assessment Rate Per Deficit Space	Total No. of Deficit Parking Spaces <sup>1</sup>	FY 2015-16 Total Assessment <sup>2</sup>	Less FY 2015-16 County Administration	FY 2015-16 Net Assessment
1	\$0.00	56.80	\$0.00	\$0.00	\$0.00
2	\$156.98	172.38	\$27,060.20	(\$270.60)	\$26,789.60
3	\$68.16	2,207.13	\$150,437.86	(\$1,504.38)	\$148,933.48
4	\$20.53	366.40	\$7,522.16	(\$75.22)	\$7,446.94
Total		2,802.71	\$185,020.22	(\$1,850.20)	\$183,170.02

TABLE 3 (Continued) FY 2015-16 - Assessment Rates per Benefit Zone					
Benefit Zone No.	FY 2015-16 Net Assessment	FY 2015-16 Interest Income (to be transferred)	FY 2015-16 District Reserve (to be transferred)	FY 2015-16 Total Revenue	FY 2015-16 Budgeted Maintenance & Administrative Expense
1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	\$26,789.60	\$573.48	\$20,692.94	\$48,056.02	\$48,056.02
3	\$148,933.48	\$3,188.12	\$115,039.84	\$267,161.44	\$267,161.44
4	\$7,446.94	\$159.41	\$5,752.20	\$13,358.55	\$13,358.55
Total	\$183,170.02	\$3,921.00	\$141,484.98	\$328,576.01	\$328,576.00

<sup>1</sup> The Total Number of Deficit Parking Spaces for Benefit Zone No. 3 decreased by 47.74 spaces from the prior fiscal year. The decrease was due to 1) the remodeling of the property located at 170 S. Sunnyvale Avenue resulting in the reduction of hotel rooms from 108 to 85 and an increase in employees from 13 to 30 (reduction of 6.00 deficit spaces), and 2) the remodeling of the property located at 165 W Washington Avenue resulting in the construction

of 4,887 sq. ft. of restaurant w/o bar, 5,596 sq. ft. of restaurant w/bar, 1,992 sq. ft. of office space and 1,468 sq. ft. of retail (reduction of 41.74 deficit spaces). Previously this property had 12,643 sq. ft. of restaurant with bar and 1,512 sq. ft. of retail space. The Total Number of Deficit Parking Spaces for Benefit Zone No. 4 increased by 14.51 from the prior year due to the expected completion of the commercial building located at 235 Olson Way.

<sup>2</sup> The County Auditor requires all individual assessments to be levied in even pennies so that the property tax bills can be split evenly into two payments. Therefore, in some Benefit Zones the Total Deficit Parking Demand multiplied by the FY 2015-16 Assessment per Deficit Space does not equal the FY 2015-16 Assessment Revenue and is off by pennies.

### **Maximum Annual Assessment Rate Increases**

The FY 2015-16 assessment rates per deficit parking space shown above for each Benefit Zone are the maximum annual assessment rates that can be levied in FY 2015-16. Each subsequent fiscal year the maximum annual assessment rates shown above will be increased based upon the change in the Consumer Price Index (All Urban Consumers) for the San Francisco-Oakland-San Jose Area as determined by the U. S. Department of Labor. The base CPI index used to calculate last year's maximum assessment rates was 251.495 (April 2014). For FY 2015-16 City staff will use the February 2015 CPI Index which is 254.910. The February CPI index is published each fiscal year in mid to late March. The April CPI index is published each year in mid too late-May. In order for City staff to prepare the agenda and Engineer's Report to coincide with the City's budget approval timeline, the April CPI index is published to late in the year therefore the February CPI index will be used in future years. Therefore, the CPI change is +1.3579% for FY 2015-16 (254.910/251.495).

**Exempt Parcels.** Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts and public parkways and that portion of public property that is not developed and used for business purposes similar to private commercial, industrial and institutional activities. A variance may be granted by the District for any parcel determined not benefited by the assessment.

PART V

PROPERTY OWNER LIST & ASSESSMENT ROLL

A list of names and addresses of the owners of all lots and parcels of land within the Maintenance District was compiled from the last equalized secured property tax assessment roll of the Assessor of the County of Santa Clara. Such list was further defined by excluding from it all parcels that are not being assessed by the District, and as so defined, is a part of the Assessment Roll. The Assessment Roll is keyed to Assessor's parcel numbers referenced in Appendix "B" to this Report.

The total proposed annual assessment for FY 2015-16 is \$185,020.22.

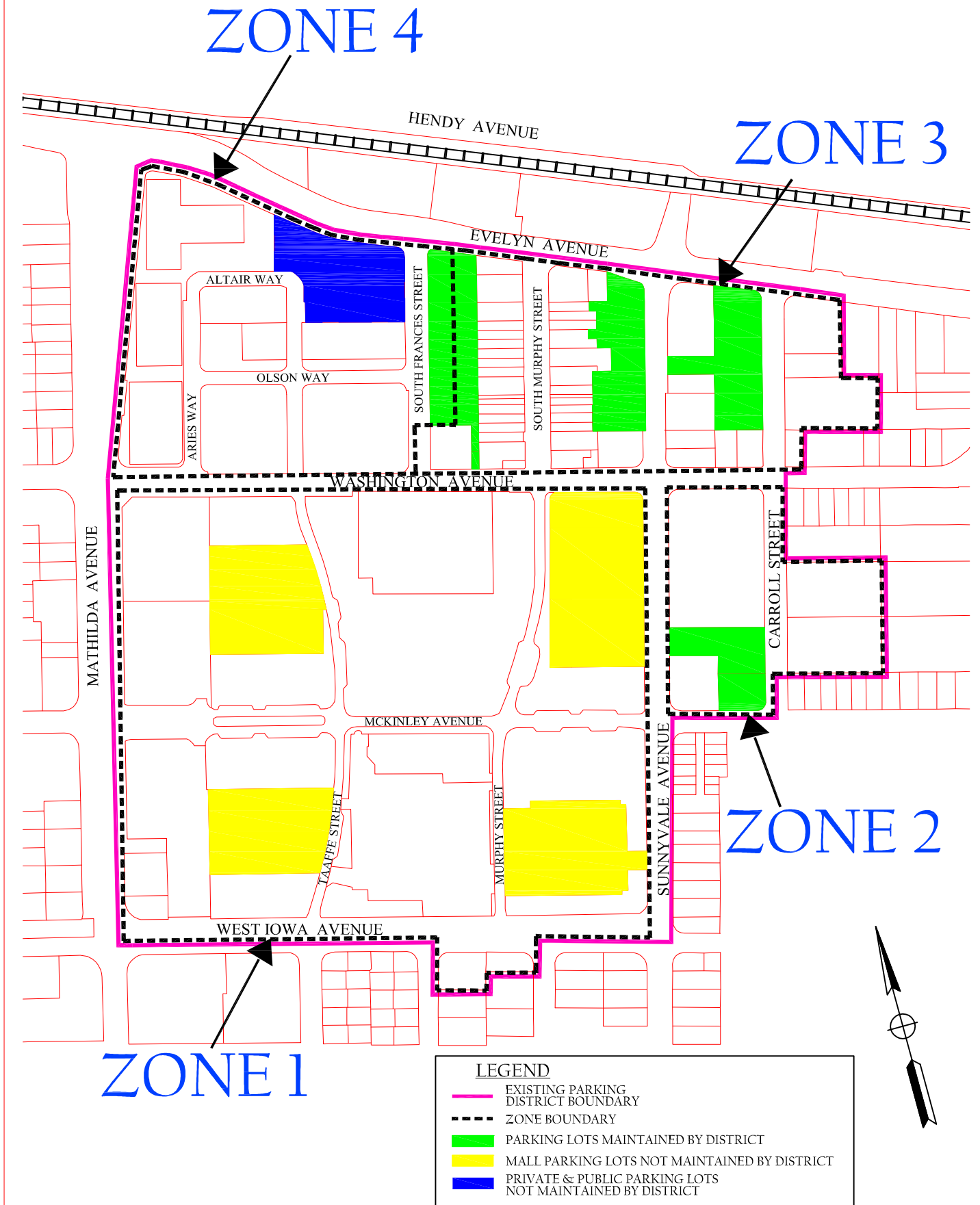
APPENDIX A

FY 2015-16

MAINTENANCE DISTRICT DIAGRAM

# CITY OF SUNNYVALE

## DOWNTOWN PARKING MAINTENANCE DISTRICT DIAGRAM





APPENDIX B

FY 2015-16

ASSESSMENT ROLL CALCULATIONS

City of Sunnyvale  
Downtown Parking Maintenance District  
Final FY 2015-16 Assessment Roll

Assessor Parcel Number	Property Owner Name	Property Address	Benefit Zone	Total Parking Demand	Existing On-Site Parking	Deficit Parking Space	FY 2015-16 Assessment
209-05-011	SMITH GREGORY B	299 E WASHINGTON AVE	3	32.12	8.00	24.12	\$1,644.02
209-05-012	HILL MARIANNE TRUSTEE & ET AL	219 E WASHINGTON AVE	3	27.35	4.00	23.35	\$1,591.54
209-05-013	ASKARINAM BEHZAD AND LOUISE TRUSTEE	205 E WASHINGTON AVE	3	21.67	24.00	0.00	\$0.00
209-05-014	INFINITE LOOP SUNNYVALE HOTEL LLC A CALIFORNIA	170 S SUNNYVALE AVE	3	115.00	0.00	115.00	\$7,838.40
209-05-033	ASSEMBLIES OF GOD NTHRN CA & NV DIST COUNCIL	305 E WASHINGTON AVE	3	60.00	0.00	60.00	\$4,089.60
209-05-034	CARROLL STREET ASSOCIATES	174 CARROLL ST	3	64.00	34.00	30.00	\$2,044.80
209-05-036	GILMORE ROY J TRUSTEE & ET AL	124 CARROLL ST	3	54.80	0.00	54.80	\$3,735.16
209-05-039	ACCOLA RALPH A TRUSTEE & ET AL	122 S SUNNYVALE AVE	3	75.29	7.00	68.29	\$4,654.64
209-05-040	GOLD GARY M TRUSTEE	130 S SUNNYVALE AVE	3	16.00	0.00	16.00	\$1,090.56
209-05-047	SUNNYVALE CITY OF	S SUNNYVALE AVE	3	0.00	0.00	0.00	\$0.00
209-05-048	HUANG ROBERT	134 CARROLL ST #101	3	2.00	1.00	1.00	\$68.16
209-05-049	LEO CHRISTOPHER J AND KRISTIN K	134 CARROLL ST #201	3	2.00	1.00	1.00	\$68.16
209-05-050	NADER-ESFAHANI LILI	134 CARROLL ST #301	3	2.00	1.00	1.00	\$68.16
209-05-051	MCCAFFREY SHANNON T	134 CARROLL ST #102	3	2.00	1.00	1.00	\$68.16
209-05-052	GEORGIEV STANISLAV	134 CARROLL ST #202	3	2.00	1.00	1.00	\$68.16
209-05-053	RODRIGUEZ JOSE	134 CARROLL ST #302	3	2.00	1.00	1.00	\$68.16
209-05-054	ROBERTSON DELMAR	134 CARROLL ST #203	3	2.00	1.00	1.00	\$68.16
209-05-055	STRUCK DAVID P	134 CARROLL ST #303	3	2.00	1.00	1.00	\$68.16
209-06-003	HUBBARD JOHN W	127 S MURPHY AVE	3	26.14	0.00	26.14	\$1,781.70
209-06-004	HUBBARD JOHN W	133 S MURPHY AVE	3	48.33	0.00	48.33	\$3,294.16
209-06-005	KIEHL ROBERT E TRUSTEE & ET AL	135 S MURPHY AVE	3	35.00	0.00	35.00	\$2,385.60
209-06-006	PODGURSKI JOHN AND ANGELIKA TRUSTEE	139 S MURPHY AVE	3	32.47	0.00	32.47	\$2,213.16
209-06-007	141 SOUTH MURPHY LLC	141 S MURPHY AVE	3	76.27	0.00	76.27	\$5,198.56
209-06-008	GERA NICHOLAS AND SUEANNE TRUSTEE	151 S MURPHY AVE	3	39.99	0.00	39.99	\$2,725.72
209-06-009	GERA NICHOLAS AND SUEANNE TRUSTEE & ET AL	155 S MURPHY AVE	3	45.45	0.00	45.45	\$3,097.86
209-06-010	LI GEORGE J AND LINDA	163 S MURPHY AVE	3	54.02	0.00	54.02	\$3,682.00
209-06-011	BOURSALIAN HRAIR AND ARAKNAZ TRUSTEE	165 S MURPHY AVE	3	12.64	0.00	12.64	\$861.54

City of Sunnyvale  
Downtown Parking Maintenance District  
Final FY 2015-16 Assessment Roll

Assessor Parcel Number	Property Owner Name	Property Address	Benefit Zone	Total Parking Demand	Existing On-Site Parking	Deficit Parking Space	FY 2015-16 Assessment
209-06-012	ACEVEDO JOSE AND ESPERANZA	173 S MURPHY AVE	3	13.64	0.00	13.64	\$929.70
209-06-013	MERGEN CAPITAL LLC	175 S MURPHY AVE	3	35.43	0.00	35.43	\$2,414.90
209-06-014	MERGEN CAPITAL LLC	181 S MURPHY AVE	3	40.67	0.00	40.67	\$2,772.06
209-06-016	SUNNY 195 LLC A CALIFORNIA LIMITED LIABILIT	123 W WASHINGTON AVE	3	206.47	0.00	206.47	\$14,073.00
209-06-017	ESCALANTE NANCY G TRUSTEE	197 S MURPHY AVE	3	12.00	0.00	12.00	\$817.92
209-06-018	HASS EVON K TRUSTEE & ET AL	165 W WASHINGTON AVE	3	132.88	0.00	132.88	\$9,057.10
209-06-022	PERRY MARIA L TRUSTEE	105 S MURPHY AVE	3	64.78	0.00	64.78	\$4,415.40
209-06-025	CALI CAROL M ET AL	141 E WASHINGTON AVE	3	8.28	0.00	8.28	\$564.36
209-06-026	DUBROVNIK PROPERTIES LLC	192 S MURPHY AVE	3	50.67	0.00	50.67	\$3,453.66
209-06-027	CALI CAROL M TRUSTEE & ET AL	190 S MURPHY AVE	3	50.67	0.00	50.67	\$3,453.66
209-06-028	CHESWYCKE LLC	182 S MURPHY AVE	3	9.64	0.00	9.64	\$657.06
209-06-029	WHITFIELD WENDELL L AND MARY A TRUSTEE & ET AL	178 S MURPHY AVE	3	25.45	0.00	25.45	\$1,734.66
209-06-030	WONG CHICK CHUEN TRUSTEE & ET AL	172 S MURPHY AVE	3	17.37	0.00	17.37	\$1,183.94
209-06-031	JAYAN ELLE LLC	168 S MURPHY AVE	3	25.48	0.00	25.48	\$1,736.72
209-06-034	SUN CHRISTOPHER S ET AL	146 S MURPHY AVE	3	135.27	0.00	135.27	\$9,220.00
209-06-037	BILIC ANTE TRUSTEE	130 S MURPHY AVE	3	36.00	0.00	36.00	\$2,453.76
209-06-038	UNLU ISMAIL	124 S MURPHY AVE	3	30.00	0.00	30.00	\$2,044.80
209-06-059	MUSTANG INVESTMENT GROUP	161 S MURPHY AVE	3	16.56	0.00	16.56	\$1,128.72
209-06-070	YOUNG PATRICK TRUSTEE & ET AL	114 S MURPHY AVE	3	7.24	0.00	7.24	\$493.48
209-06-071	SUNNYVALE CITY OF	S SUNNYVALE AVE	3	0.00	0.00	0.00	\$0.00
209-06-072	GOODWILL INDUSTRIES OF SANTA CLARA COUNTY	151 E WASHINGTON AVE	3	36.72	0.00	36.72	\$2,502.84
209-06-073	SUNNYVALE CITY OF	130 S FRANCES ST	3	0.00	0.00	0.00	\$0.00
209-06-075	DUBROVNIK PROPERTIES LLC	100 S MURPHY AVE #5	3	163.70	0.00	163.70	\$11,157.78
209-06-076	SUNNYVALE CITY OF	S MURPHY AVE	3	0.00	0.00	0.00	\$0.00
209-06-077	GERA NICHOLAS AND SUEANNE TRUSTEE & ET AL	117 S MURPHY AVE	3	160.00	0.00	160.00	\$10,905.60
209-06-079	LENZEN LLC, ETAL	159 S SUNNYVALE AVE	3	39.00	0.00	39.00	\$2,658.24
209-06-080	WHITFIELD WENDELL L AND MARY A TRUSTEE & ET AL	187 S MURPHY AVE	3	16.67	0.00	16.67	\$1,136.22

City of Sunnyvale  
Downtown Parking Maintenance District  
Final FY 2015-16 Assessment Roll

Assessor Parcel Number	Property Owner Name	Property Address	Benefit Zone	Total Parking Demand	Existing On-Site Parking	Deficit Parking Space	FY 2015-16 Assessment
209-06-081	BILIC ANTE TRUSTEE	136 S MURPHY AVE	3	102.67	0.00	102.67	\$6,997.98
209-07-007	KASIK MARTIN A ET AL	143 S TAAFFE ST	4	64.24	20.00	44.24	\$908.24
209-07-022	SPF MATHILDA LLC	190 MATHILDA PL	4	499.00	432.00	67.00	\$1,375.50
209-07-023	SPF MATHILDA LLC	150 MATHILDA PL	4	430.00	372.00	58.00	\$1,190.74
209-07-024	SPF MATHILDA LLC	100 MATHILDA PL	4	631.00	546.00	85.00	\$1,745.04
209-07-025	SUNNYVALE REDEVELOPMENT AGENCY	200 W EVELYN AVE	4	0.00	0.00	0.00	\$0.00
209-07-026	BRE PROPERTIES INC	201 TOWN & COUNTRY VILLAGE	4	82.11	30.00	52.11	\$1,069.82
209-07-027	BRE PROPERTIES INC	401 TOWN & COUNTRY VILLAGE	4	53.04	23.00	30.04	\$616.72
209-07-028	CP III T & C SUNNYVALE LLC	235 OLSON WAY	4	31.01	1.00	30.01	\$616.10
209-07-029	CP III T & C SUNNYVALE LLC	TAAFFE ST	4	0.00	0.00	0.00	\$0.00
209-07-030	CP III T & C SUNNYVALE LLC	155 TAAFFE ST	4	0.00	0.00	0.00	\$0.00
209-07-031	CP III T & C SUNNYVALE LLC	315 OLSON WAY	4	0.00	0.00	0.00	\$0.00
209-10-050	PACIFIC BELL	234 CARROLL ST	2	56.49	54.00	2.49	\$390.88
209-10-060	SUNNYVALE CITY OF	MC KINLEY AVE	2	0.00	0.00	0.00	\$0.00
209-10-061	CHANG YUN SO TRUSTEE & ET AL	298 S SUNNYVALE AVE	2	108.00	0.00	108.00	\$16,953.84
209-10-062	SUNNYVALE CITY OF	S SUNNYVALE AVE	2	0.00	0.00	0.00	\$0.00
209-10-063	CCHNC PLAZA DE LAS FLORES LLC	200 E WASHINGTON AVE	2	95.89	34.00	61.89	\$9,715.48
209-10-064	CLASSIC 238 CARROLL LP	244 CARROLL ST	2	48.00	48.00	0.00	\$0.00
209-26-001	ABSAR ILYAS AND SABA M TRUSTEE	405 S MURPHY	1	2.22	0.00	2.22	\$0.00
209-26-066	AUCLAIR GARY F AND JACQUELINE B TRUSTEE	150 W IOWA	1	47.58	9.00	38.58	\$0.00
209-34-001	ARCHDEACON DARLENE HEIDI ROMANO ET AL	379 S MATHILDA	1	0.00	0.00	0.00	\$0.00
209-34-002	ARCHDEACON DARLENE HEIDI ROMANO ET AL	380 S MATHILDA	1	34.00	18.00	16.00	\$0.00
209-34-019	REDUS SVTC LLC	300 S MATHILDA AVE	1	0.00	0.00	0.00	\$0.00
209-34-020	REDUS SVTC LLC	333 W IOWA ST	1	0.00	0.00	0.00	\$0.00
209-34-021	REDUS SVTC LLC	325 S TAAFFE ST	1	0.00	0.00	0.00	\$0.00
209-34-024	REDUS SVTC LLC	241 S TAAFFE ST	1	0.00	0.00	0.00	\$0.00
209-34-025	REDUS SVTC LLC	225 S TAAFFE ST	1	0.00	0.00	0.00	\$0.00

City of Sunnyvale  
Downtown Parking Maintenance District  
Final FY 2015-16 Assessment Roll

Assessor Parcel Number	Property Owner Name	Property Address	Benefit Zone	Total Parking Demand	Existing On-Site Parking	Deficit Parking Space	FY 2015-16 Assessment
209-34-029	REDUS SVTC LLC	250 S MATHILDA AVE	1	0.00	0.00	0.00	\$0.00
209-34-030	REDUS SVTC LLC	200 S MATHILDA AVE	1	0.00	0.00	0.00	\$0.00
209-35-013	REDUS SVTC LLC	379 S SUNNYVALE AVE	1	0.00	0.00	0.00	\$0.00
209-35-014	REDEV AGENCY CITY OF SUNNYVALE	330 S MURPHY AVE	1	0.00	0.00	0.00	\$0.00
209-35-015	REDUS SVTC LLC	150 E MC KINLEY AVE	1	0.00	0.00	0.00	\$0.00
209-35-016	REDUS SVTC LLC	240 S MURPHY AVE	1	0.00	0.00	0.00	\$0.00
209-35-017	REDUS SVTC LLC	2510 TOWNCENTER DR	1	0.00	0.00	0.00	\$0.00
209-35-018	REDUS SVTC LLC	230 S MURPHY AVE	1	0.00	0.00	0.00	\$0.00
209-35-019	REDUS SVTC LLC	100 E WASHINGTON AVE	1	0.00	0.00	0.00	\$0.00
209-35-022	200 WASHINGTON LLC	200 W WASHINGTON AVE	1	0.00	0.00	0.00	\$0.00
209-35-023	REDUS SVTC LLC	200 S TAAFFE ST	1	0.00	0.00	0.00	\$0.00
209-35-024	REDUS SVTC LLC	221 W IOWA AVE	1	0.00	0.00	0.00	\$0.00
209-35-028	TARGET CORPORATION	298 W MC KINLEY AVE	1	0.00	0.00	0.00	\$0.00
209-35-029	REDUS SVTC LLC	319 S MURPHY AVE	1	0.00	0.00	0.00	\$0.00
209-39-001	REDUS SVTC LLC	W MC KINLEY AVE	1	0.00	0.00	0.00	\$0.00
209-39-002	REDUS SVTC LLC	W MC KINLEY AVE	1	0.00	0.00	0.00	\$0.00
209-39-003	REDUS SVTC LLC	W MC KINLEY AVE	1	0.00	0.00	0.00	\$0.00
209-39-004	REDUS SVTC LLC	W MC KINLEY AVE	1	0.00	0.00	0.00	\$0.00
209-40-001	REDUS SVTC LLC	W MC KINLEY AVE	1	0.00	0.00	0.00	\$0.00
209-40-002	REDUS SVTC LLC	W MC KINLEY AVE	1	0.00	0.00	0.00	\$0.00
209-40-003	REDUS SVTC LLC	W MC KINLEY AVE	1	0.00	0.00	0.00	\$0.00
209-40-004	REDUS SVTC LLC	W MC KINLEY AVE	1	0.00	0.00	0.00	\$0.00
209-41-001	REDUS SVTC LLC	W WASHINGTON AVE	1	0.00	0.00	0.00	\$0.00
209-41-002	REDUS SVTC LLC	W WASHINGTON AVE	1	0.00	0.00	0.00	\$0.00
209-41-003	REDUS SVTC LLC	W WASHINGTON AVE	1	0.00	0.00	0.00	\$0.00
209-41-004	REDUS SVTC LLC	W WASHINGTON AVE	1	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>\$0.00</u>
				4,472.38	1,672.00	2,802.71	\$185,020.22

APPENDIX C

MUNICIPAL CODE (CHAPTER 14.26)

ALTERNATE MAINTENANCE DISTRICTS

CITY OF SUNNYVALE

MUNICIPAL CODE (CHAPTER 14.26)

ALTERNATIVE MAINTENANCE DISTRICTS

**Section 14.26.010 Short title.**

The procedures provided in this chapter are alternative. (Ord. 2576-98 § 1 (part)).

**Section 14.26.020 Chapter not exclusive.**

This chapter is not exclusive, but any proceeding under an act or general law may be supplemented by this chapter. The words "general law" or the word "act" mean an enactment of the legislature of the state of California. Unless herein otherwise provided, any reference to any general law or act shall apply to the law or act as now or hereafter amended or codified. (Ord. 2576-98 § 1 (part)).

**Section 14.26.030 Chapter superior.**

The provisions of the chapter shall be controlling over the provisions of any general law or act in conflict with this chapter in any proceeding taken pursuant hereto. (Ord. 2576-98 § 1 (part)).

**Section 14.26.040 Authority for adoption.**

This chapter is adopted pursuant to Section 400 of Article IV of the Charter of the city of Sunnyvale. In proceedings had pursuant to this chapter which are a municipal affair, the general laws referred to herein are deemed a part of this chapter. (Ord. 2576-98 § 1 (part)).

**Section 14.26.050 Severability.**

In the event any portion of this chapter shall be declared illegal, unenforceable or unconstitutional, such provision shall be deemed severable from the rest of the provisions of this chapter. (Ord. 2576-98 § 1 (part)).

**Section 14.26.060 Maintenance districts.**

Whenever the city council determines that the costs and expenses of maintaining and operating any or all public improvements of a local nature have not been adequately financed and provided for, proceeding therefore may be undertaken pursuant to this chapter. (Ord. 2576-98 § 1 (part)).

**Section 14.26.070 Council powers.**

The city council may, in its resolution declaring its intention to order work done or improvements made or by separate resolution, declare its intention to order that the costs and expenses of maintaining and operating any or all public improvements of a local nature, including the cost of necessary repairs, replacements, fuel, power, electrical current, care supervision, and any and all other items necessary for the proper maintenance and operation thereof, shall be assessed, either partly or wholly, upon such district as the city council shall determine will be benefited by the maintenance and operation of the public improvements proposed to be maintained; the amounts so assessed

to be collected in the same manner and by the same officers as taxes for city purposes are collected. (Ord. 2576-98 § 1 (part)).

**Section 14.26.080 Applicable general law.**

When the city council has declared its intention pursuant to Section 14.26.070, the applicable provisions of Part 2 of Division 15 of the Streets and Highways Code of the state of California (Section 22500 et seq.) shall apply, excepting as modified by the following:

(a) "Maintain" or "maintenance" shall be deemed to include the maintenance of any or all public improvements of a local nature.

(b) Except for the creation of new maintenance districts or annexations to existing maintenance districts, no separate diagram shall be required in each year and it shall be sufficient to refer to the existing diagram on file with the city clerk with suitable changes upon the record, annually, to update such diagram.

(c) "Annexation" shall be deemed to include annexation of any maintenance districts existing as of the effective date of the ordinance creating this code.

(d) For purposes of the collection of assessments or any portion thereof upon the general tax roll, it shall be sufficient for the city clerk to provide to the county auditor a certified copy of the assessment roll without supplying a copy of the assessment diagram. (Ord. 2576-98 § 1 (part)).



DRAFT 6/15/15 JB

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SUNNYVALE TO APPROVE THE ANNUAL ENGINEER'S REPORT AND  
TO CONFIRM THE ASSESSMENT AND LEVY ANNUAL ASSESSMENT  
FOR THE DOWNTOWN PARKING MAINTENANCE DISTRICT  
ASSESSMENT FOR FISCAL YEAR 2015-2016**

WHEREAS, on June 23, 2015, the City Council adopted Resolution No. \_\_\_\_\_ declaring its intention to levy and collect an assessment for the Downtown Parking Maintenance District for fiscal year 2015/16, and for each fiscal year thereafter and to set date and time for public hearing on the levy of the proposed assessment; and

WHEREAS, on July 14, 2015 the City Council held a public hearing at the time and place specified in the Resolution of Intention to Levy and Collect an Assessment, where all interested persons were afforded the opportunity to hear and be heard, and to consider oral statements and written protests made or filed by any interested person.

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

1. Francisco & Associates, the Assessment Engineer, has filed with the City Clerk, the report required by Chapter 14.26 of the Sunnyvale Municipal Code, which report is open to public inspection and by reference incorporated herein. The report includes the total amount of the proposed assessment to the entire district for Fiscal Year 2015/16, the amount chargeable to the record owner's parcel for that year, the duration of the payments, the reason for the assessment, and the basis upon which the proposed assessment was calculated. All interested persons are referred to that report for a full and detailed description of the improvements, the boundaries of the assessment district, the assessment zones, and the proposed assessments upon assessable lots and parcels of land within the assessment district.

2. The City Council finds that the Assessment Engineer, in the Engineer's Report, has fairly and properly apportioned the cost of the improvement to each parcel of land in the assessment district in proportion to the estimated benefits to be received by each parcel, respectively, from the improvement. The inflation factor is consistent with published data by the U.S. Department of Labor.

3. The City Council hereby approves the Engineer's Report and each component part of it, including each exhibit incorporated by reference in the report, and levies each individual assessment as stated in the Engineer's Report for the Fiscal Year 2015/16.

BE IT FURTHER RESOLVED THAT the Fiscal Year 2015/16 assessment will be collected in the same manner as the County of Santa Clara *ad-valorem* property tax payments for Fiscal Year 2015/16.

Adopted by the City Council at a regular meeting held on \_\_\_\_\_, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

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



# City of Sunnyvale

## Agenda Item

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15-0507

Agenda Date: 7/14/2015

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### REPORT TO COUNCIL

#### **SUBJECT**

Adopt a Resolution to Vacate Four Public Utility Easements at 520-592 East Weddell Drive and the Lands of the City and County of San Francisco

#### **BACKGROUND**

On April 28, 2014, the City Planning Commission conditionally approved a special development permit for a 465-unit residential apartment project (the "Project") at 520-592 East Weddell Drive. There are four existing Public Utility Easements (PUEs) within the Project site and the Lands of the City and County of San Francisco, a parcel in the middle of the Project (Attachment 1).

The PUEs as recorded with the Santa Clara County Recorder's Office include a 5-foot PUE on two parcels in Book 6545, Page 606; a 46-foot PUE on two parcels in Book D024, Page 211; a 10-foot PUE on one parcel in Book 348, Page 129; and a 51-foot PUE on three parcels in Book C933, Page 170 (Attachment 2). The vacation of the PUEs is one of the Project's Conditions of Approval to allow for construction of buildings within the Project site.

On June 23, 2015, the City Council adopted a resolution declaring its intention to vacate four PUEs and setting July 14, 2015 at 7:00 pm as the date and time for public hearing (RTC 15-0460).

#### **EXISTING POLICY**

General Plan, Chapter 3, Goal LT-4 - Quality Neighborhoods and Districts  
Policy LT4-4: Preserve and enhance the high quality of residential neighborhoods

#### **ENVIRONMENTAL REVIEW**

The City Council certified the Environmental Impact Report (EIR) for the Project on March 25, 2014. Adoption of the subject resolution vacating four Public Utility Easements is consistent with the Project's Conditions of Approval. No further environmental analysis is required for the easement vacation.

#### **DISCUSSION**

As part of the Project, the existing public facilities within the PUEs will be removed and relocated. The PUEs are no longer needed for present or prospective public use. All concerned utility companies have been contacted in writing and have no objection to the proposed vacation (Attachment 3). The City and County of San Francisco has also been coordinated with in regards to the PUE vacation on their property. New easements will be established for all relocated public facilities.

Pursuant to California Streets and Highways Code Section 8316, one or more public easements, whether or not contiguous, may be included and vacated in the same proceeding. Pursuant to

Section 8320*et seq.*, the City Council may set a hearing to vacate public easements. If the City Council finds, from all the evidence submitted that the subject PUEs are unnecessary for present or prospective public use, the City Council may adopt the Resolution to Vacate the subject PUEs (Attachment 4). Upon recordation of the Resolution to Vacate, the vacation is complete.

### **FISCAL IMPACT**

There is no fiscal impact as a result of this proposed vacation.

### **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.

Public contact was also made on June 23, 2015, when City Council adopted the Resolution of Intention to Vacate the subject PUEs, and set the date and time for public hearing. On June 26 and July 3, 2015, the Notice of Public Hearing was published in the *Sunnyvale Sun*. On June 26, 2015, three Notices of Public Hearing were posted along the subject PUEs to be vacated.

### **ALTERNATIVES**

1. Adopt a Resolution to Vacate four Public Utility Easements at 520-592 East Weddell Drive and the Lands of the City and County of San Francisco and authorize the City Clerk to submit a certified copy of the resolution to the Santa Clara County Recorder's Office.
2. Adopt a Resolution to Vacate four Public Utility Easements at 520-592 East Weddell Drive and the Lands of the City and County of San Francisco with conditions as deemed appropriate by City Council and authorize the City Clerk to submit a certified copy of the resolution to the Santa Clara County Recorder's Office after the conditions have been satisfied.
3. Do not adopt a Resolution to Vacate four Public Utility Easements at 520-592 East Weddell Drive and the Lands of the City and County of San Francisco.

### **STAFF RECOMMENDATION**

Alternative 1: Adopt a Resolution to Vacate four Public Utility Easements at 520-592 East Weddell Drive and the Lands of the City and County of San Francisco and authorize the City Clerk to submit a certified copy of the resolution to the Santa Clara County Recorder's Office.

The subject PUEs are unnecessary for present or prospective public use. This alternative will satisfy one of the project conditions and allow for construction of buildings within the Project site.

Prepared by: Judy Chu, Senior Engineer  
Reviewed by: Manuel Pineda, Director of Public Works  
Reviewed by: Robert A. Walker, Assistant City Manager  
Approved by: Deanna J. Santana, City Manager

### **ATTACHMENTS**

1. Project Site
2. Existing Public Utility Easements to be vacated
3. Utility Company Consent Letters
4. Resolution to Vacate





2649146

BOOK 6545 PAGE 606

EASEMENT DEEDOFFICIAL RECORDS  
SANTA CLARA COUNTY  
PAUL R. TETH  
RECORDER

JUN 17 10 46 AM 1964

FILED FOR RECORD  
AT REQUEST OF

BOOK 6545 PAGE 606

2649146

5K  
UNITED CALIFORNIA THEATRES, INC., a California corporation, hereby grant to the City of Sunnyvale, a municipal corporation of the State of California, an EASEMENT for the construction, reconstruction, and maintenance of streets and street improvements, including but not limited to sidewalks, drainage facilities, storm sewers, water mains and pipes, street lighting facilities, sanitary sewer and other public utilities in, over, across, and upon the following described real property situate in the City of Sunnyvale, County of Santa Clara, State of California, to wit:

BEGINNING at the intersection of the westerly line of the W. E. Crossman's Subdivision No. 3, a map of which is recorded in Book "K" of Maps, at page 95, in the office of the Recorder of said County, with the northerly line of Parcel "4" as said Parcel is described in the "Relinquishment of Highway Right of Way in the City of Sunnyvale, No. 22171," recorded in Book 6174, at pages 125 and 126; thence South  $76^{\circ} 35' 39''$  East, along said northerly line, 336.70 feet to a tangent curve to the left, concave to the northwest; thence northeasterly along said curve having a radius of 222.00 feet, a central angle of  $87^{\circ} 39' 43''$  an arc length of 339.66 feet; thence North  $15^{\circ} 44' 38''$  East, along a line tangent to last said curve, 633.01 feet to a tangent curve to the right, concave to the southeast; thence northeasterly along said curve having a radius of 196.00 feet, a central angle of  $27^{\circ} 37' 49''$ , an arc length of 94.52 feet to a point of compound curvature; thence northeasterly along said compound curve having a radius of 82.00 feet a central angle of  $42^{\circ} 06' 30''$  an arc length of 60.26 feet; thence North  $85^{\circ} 28' 57''$  East, along a line tangent to last said compound curve, 31.38 feet to a tangent curve to the left, concave to the northwest; thence northeasterly along last said curve, having a radius of 29.00 feet a central angle of  $59^{\circ} 51' 47''$  an arc length of 30.30 feet, to a point of compound curvature; thence northeasterly along last said compound curve having a radius of 164.00 feet, a central angle of  $5^{\circ} 05' 26''$  an arc length of 14.57 feet; thence North  $20^{\circ} 31' 44''$  East, along a line tangent to last said compound curve, 114.75 feet to a line running parallel with and distant 43.00 feet westerly measured at right angles from the center line of Fair Oaks Avenue as said Avenue is shown on said Crossman Subdivision No. 3; thence North  $15^{\circ} 44' 38''$  East, along said parallel line, 136.18 feet; thence South  $74^{\circ} 15' 22''$  East, 3.00 feet to the westerly line of that certain parcel of land described in the Deed to City of Sunnyvale recorded in Book 6121, at page 186, in the office of the Recorder of said County; thence North  $15^{\circ} 44' 38''$  East, along last said westerly line, 261.87 feet to the southerly line of that certain parcel of land described in the Deed to City of Sunnyvale recorded in Book 6121, at page 183, in the office of the Recorder of said County; thence

2649146 JUN 17 64

North 74° 15' 22" West, along said southerly line 5.00 feet to a line running parallel with and distant 45.00 feet westerly, measured at right angles, from said center line at Fair Oaks Avenue; thence South 15° 44' 38" West along last said parallel line, 398.05 feet; thence South 22° 00' 21" West, 118.72 feet to a tangent curve to the right concave to the northwest; thence southwesterly along last said curve, having a radius of 159.00 feet a central angle of 3° 36' 49" an arc length of 10.03 feet, to a point of compound curvature; thence southwesterly along last said compound curve, having a radius of 24.00 feet a central angle of 59° 51' 47" an arc length of 25.08 feet to a line running parallel with and distant 5.00 feet northerly measured at right angles from the course that reads "North 85° 28' 57" East, 31.38 feet;" thence South 85° 28' 57" West, along last said parallel line, 31.38 feet to a tangent curve to the left, concave to the southeast; thence southwesterly along last said curve having a radius of 87.00 feet a central angle of 42° 06' 30" an arc length of 63.94 feet to a point of compound curvature; thence southwesterly along last said compound curve having a radius of 201.00 feet a central angle of 27° 37' 49" an arc length of 96.93 feet; thence South 15° 44' 38" West, along a line tangent to last said compound curve, 633.01 feet to a tangent curve to the right, concave to the northwest; thence northwesterly along last said curve having a radius of 217.00 feet a central angle of 87° 39' 43" an arc length of 332.01 feet to a line running parallel with and distant 5.00 feet northerly, measured at right angles from the course that reads, "South 76° 35' 39" East, 336.70 feet;" thence North 76° 35' 39" West, along last said parallel line, 336.50 feet to the said westerly line of Crossman's Subdivision No. 3; thence South 15° 44' 38" West, along last said westerly line 5.00 feet to the point of beginning.

EXECUTED this 7th day of February, 1964.

UNITED CALIFORNIA THEATRES, INC.,  
a California corporation

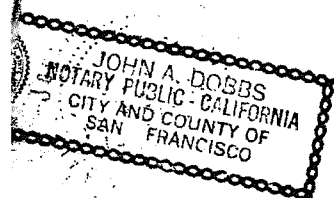
By [Signature]

By [Signature]

STATE OF CALIFORNIA,  
City & County of San Francisco  
On this 7th day of February ss.

before me, John A. Dobbs in the year one thousand nine hundred and Sixty Four  
State of California, duly commissioned and sworn, personally appeared  
A. C. CHILHOUSE & J. A. VINAY, a Notary Public,  
known to me to be the Vice President & Asst. Secretary  
of the corporation described in and that executed the within instrument, and also known to me to be  
the person who executed the within instrument on behalf of the corporation therein named, and  
acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the  
City & County of San Francisco the day and year in this certificate  
first above signed, John A. Dobbs, Notary Public  
in and for the City and County of San Francisco, State of Cal.  
My Commission Expires Dec. 9, 1965.  
122 Golden Gate Ave., San Francisco, Calif.  
My Commission Expires December 9, 1965  
John A. Dobbs  
Notary Public, State of California.



2649146 JUN 17 64

**CERTIFICATE OF ACCEPTANCE**

THIS IS TO CERTIFY that the interest in real property conveyed by the Deed or Grant, dated February 7, 1964, from UNITED CALIFORNIA THEATRES, INC., a California corporation, to the City of Sunnyvale, a municipal corporation, is hereby accepted by order of the undersigned officer or agent on behalf of the City Council of the City of Sunnyvale pursuant to authority conferred by Resolution No. 2256 of the City Council, adopted on January 29, 1957, and the Grantee consents to recordation thereof by its duly authorized officer.

DATED: June 12, 1964.

CITY OF SUNNYVALE

By Thomas J. Ziemer  
Director of Finance

2649146 JUN 17 1964



RESOLUTION AUTHORIZING THE DIRECTOR OF  
FINANCE ON BEHALF OF THE CITY OF SUNNYVALE  
TO ACCEPT ALL DEEDS AND GRANTS CONVEYING  
ANY INTEREST IN OR EASEMENT UPON REAL ESTATE  
TO THE CITY OF SUNNYVALE, AND TO CONSENT TO  
THEIR RECORDATION

WHEREAS, Sec. 27281 of the Government Code of the State of California provides that deeds or grants conveying any interest in or easement upon real estate to a political corporation or governmental agency for public purposes shall not be acceptable for recordation without the consent of the grantee evidenced by the resolution of acceptance attached to said deed or grant deed; and

WHEREAS, said section further provides that an officer or agent of a municipal corporation may, by resolution, be authorized to consent to such deeds or grants;

NOW, THEREFORE, the Council of the City of Sunnyvale does resolve as follows:

1. That the Director of Finance be and he hereby is authorized and directed to accept, for and on behalf of the City of Sunnyvale, all deeds and grants conveying any interest in or easement upon real estate to the City of Sunnyvale, and to consent to their recordation.

2. That the City Clerk certify to the adoption of this resolution and that a copy thereof be attached to each such deed or grant presented for recordation.

The above and foregoing resolution was duly and regularly introduced and passed by the Council of the City of Sunnyvale at a regular meeting held on Tuesday, the 19th day of January, 1957, by the following called vote:

AYES: Councilmen: Boomer, Gilmore, Johnson, Jones and Ryan

NOES: Councilmen: None

ABSENT: Councilmen: Theller and Stout

APPROVED:

/s/ R. B. Gilmore

Mayor Pro Tem

ATTEST:

/s/ Eugenia J. Brown  
Acting City Clerk

I, PERRY SCOTT, City Clerk of the City of Sunnyvale, do hereby certify that the above is a true and correct copy of Resolution No. 2256, adopted by the Council of the City of Sunnyvale on January 29, 1957.

DATED: June 16, 1964

PERRY SCOTT, City Clerk

By Flora W. Leonard

Deputy City Clerk

2649146 JUN 17 1964

E. WEDDELL DRIVE

T.P.O.B.

S75°08'00"E  
5.34'

S54°16'45"E (R)

N75°08'00"W  
81.35'

R=201.00'  
L=71.26'  
 $\Delta=20^{\circ}18'44''$

P.O.B.

R=196.00'  
L=71.34'  
 $\Delta=20^{\circ}51'15''$

5' PUE  
6545 O.R. 606  
2,615.38 SF

LOT 19  
356 MAPS 53-55

N14°52'00"E  
451.75'

S14°52'00"W  
451.81'

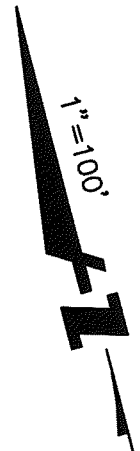
CITY AND COUNTY OF SAN  
FRANCISCO RIGHT OF WAY

N74°27'26"W  
5.00'

CALTRANS RIGHT OF WAY



*Alex M. Calder*



255 SHORELINE DR  
SUITE 200  
REDWOOD CITY, CA 94065  
650-482-6300  
650-482-6399 (FAX)

Subject EXHIBIT A - ABANDONMENT OF  
5' PUE PER 6545 O.R. 606

Job No. 20120062-13

By MAO Date 12/10/14 Chkd. \_\_\_\_\_

SHEET 1 OF 1

LOT 19  
356 MAPS 53-55

CITY AND COUNTY OF SAN  
FRANCISCO RIGHT OF WAY

S74°27'26"E  
5.00'

T.P.O.B.

P.O.B.

N74°27'26"W  
46.00'

S14°52'00"W  
100.65'

N14°52'00"E  
100.71'

PARCEL A  
401 MAPS 29

R=217.00'  
L=332.01'  
 $\Delta=87^{\circ}39'43''$

5' PUE  
6545 O.R. 606  
3,863.44 SF

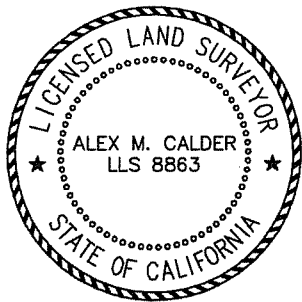
R=222.00'  
L=339.66'  
 $\Delta=87^{\circ}39'43''$

S77°28'17"E  
336.07'

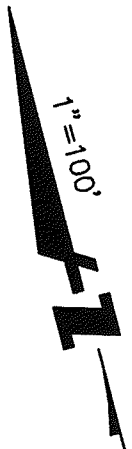
N14°52'00"E  
5.00'

N77°28'17"W  
336.28'

CALTRANS RIGHT OF WAY



*Alex M. Calder*



255 SHORELINE DR  
SUITE 200  
REDWOOD CITY, CA 94065  
650-482-6300  
650-482-6399 (FAX)

Subject EXHIBIT A - ABANDONMENT OF  
5' PUE PER 6545 O.R. 606

Job No. 20120062-13

By MAO Date 12/10/14 Chkd. \_\_\_\_\_

SHEET 1 OF 1

5732256

SJ-390000-2  
Title Insurance & Trust

RESOLUTION NO. 270-77

Kollreal  
3000 Scott Blvd., #210  
Santa Clara, CA 95050

D 024 PAGE 211

RESOLUTION OF THE COUNCIL OF THE CITY OF SUNNYVALE  
DECLARING CERTAIN PARCELS OF REAL PROPERTY COMPRISING  
PREVIOUSLY ABANDONED PORTIONS OF A PROPOSED ALIGNMENT  
OF WEDDELL DRIVE TO BE SURPLUS AND UNUSABLE EXCEPT  
IN CONJUNCTION WITH CONTIGUOUS PROPERTY, AUTHORIZING  
CONVEYANCE THEREOF AND EXECUTION AND DELIVERY OF DEED

WHEREAS, the City Council by resolutions has previously vacated portions of a certain proposed public right of way more specifically described in said resolutions, reserving therein certain public utility easements; and

WHEREAS, included in such vacated property are parcels of real property designated Parcel 1 and Parcel 2, more specifically described in the report of the Director of Public Works dated June 28, 1977, and incorporated herein by reference, which parcels are surplus to the City's needs; and

WHEREAS, in the opinion of the City Council it is in the best interests of and for the benefit of the City of Sunnyvale, and the inhabitants thereof that said property be transferred; and

WHEREAS, said property lacks sufficient area and is of a shape that prevents its development under the applicable zoning district regulations and therefore is usable only in conjunction with an adjacent parcel; and

WHEREAS, all adjacent parcels to said Parcel 1 and Parcel 2, are owned by Kollreal, a California general partnership, which having previously dedicated the entire right of way upon which Weddell Drive has been constructed now requests that said real property described above be conveyed to it in return;

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

The Mayor and the City Clerk hereby are authorized and  
directed to execute and attest and deliver, respectively, a deed  
in the name and on behalf of the City to be prepared by the City  
Attorney incorporating the descriptions contained in the above-  
referenced report of the Director of Public Works with exceptions  
and reservations as noted pertaining to public utility easements.

PASSED AND ADOPTED by the City Council of the City of  
Sunnyvale at a regular meeting held on the 28th day of June,  
1977, by the following called vote:

AYES: McKenna, Wulphorst, Cude, Morris, Stone, Logan  
NOES: None  
ABSENT: Gunn

ATTEST:

LEE S. AYRES, City Clerk  
By Carol Ann Butler  
Deputy City Clerk

APPROVED:

[Signature]  
Mayor

(SEAL)

Certified as a true copy  
LEE S. AYRES, City Clerk  
By [Signature]  
Deputy City Clerk of the City of Sunnyvale  
INCORPORATED  
CALIFORNIA

5732256

RECORDED AT THE REQUEST OF  
Title Insurance and Trust Company  
JUL 26 1977 8:01 AM  
George A. Mann, Recorder  
SANTA CLARA COUNTY, OFFICIAL RECORDS

QUITCLAIM DEED

D 024 PAGE 213

CITY OF SUNNYVALE, a Municipal Corporation of the State of California, hereby quitclaims to Kollreal, a general partnership, all of that certain real property situate in the City of Sunnyvale, County of Santa Clara, State of California, and more particularly described in Exhibit "A" attached hereto and incorporated by reference herein, excepting and reserving however in the whole of said property:

(a) A permanent easement and right at any time, or from time to time, to construct, maintain, operate, replace, remove, renew and enlarge water mains and pipes, sanitary sewers and storm drains, street lighting facilities, and other public utilities and appurtenant structures, in, through, upon, over, across, beneath, and under said property described in Exhibit "A"; and

(b) A permanent easement and right at any time, or from time to time, and pursuant to any existing franchise or renewals thereof, or otherwise, to construct, maintain, operate, replace, remove, renew and enlarge lines of pipe, conduits, cables, wires, poles, and other convenient structures, equipment and fixtures for the operation of gas pipelines, telegraphic and telephone lines, communication facilities, and for transportation or distribution of electric energy, water, and for incidental purposes, including materials, and wood growth, and otherwise protect the same from all hazards, in, upon and over said property, described in Exhibit "A." NO WARRANTIES ARE EXPRESSED OR IMPLIED.

Dated:

CITY OF SUNNYVALE

ATTEST:

LEE S. AYRES, City Clerk

By Carol Ann Butler  
Deputy City Clerk

(SEAL)

W. D. Jones  
Mayor

EXCESS CITY PROPERTY

D 024 PAGE 214

Old Weddell Drive, West of Fair Oaks, vacated by Resolution No. 256-77

Parcel No. 1

All that real property situate in the City of Sunnyvale, County of Santa Clara, State of California, being a portion of Lot 19 as said Lot is shown on that certain Parcel Map filed for record on June 9, 1975, in Book 356 of Maps, at pages 53, 54 and 55, records of said county, and being more particularly described as follows:

Commencing at the Southerly terminus of that certain course having a bearing of North  $14^{\circ}52'00''$  East, a distance of 451.75 feet, as shown on said parcel map, said point also being a point on the Southerly line of said Lot 19;

Thence South  $74^{\circ}27'26''$  East along said Southerly line 5.00 feet to the TRUE POINT OF BEGINNING;

Thence North  $14^{\circ}52'00''$  East, a distance of 451.81 feet to the beginning of a tangent curve to the right having a radius of 196.00 feet;

Thence Northerly and Northeasterly along said curve through a central angle of  $20^{\circ}51'16''$ , an arc distance of 71.34 feet to a point on the Southerly line of Weddell Drive as said Drive is shown on said Parcel Map;

Thence South  $75^{\circ}08'00''$  East along said Southerly line, a distance of 81.35 feet to a point on a curve concave Southerly having a radius of 17.00 feet a radial line to said point bears North  $8^{\circ}45'20''$  East;

Thence Southwesterly and Southerly along said curve through a central angle of  $17^{\circ}28'00''$ , an arc distance of 5.18 feet to a point of compound curvature, being the beginning of a curve to the left having a radius of 72.00 feet, a radial line to said point of compound curvature bears North  $8^{\circ}42'40''$  West;

Thence Southwesterly and Southerly along said curve through a central angle of  $66^{\circ}25'20''$ , an arc distance of 83.47 feet;

Thence South  $14^{\circ}52'00''$  West tangent to last said curve, a distance of 454.81 feet to a point on the Northerly line of that certain 80.00 foot strip of land entitled, "City and County of San Francisco" as shown on said Parcel Map;

Thence North  $74^{\circ}27'26''$  West along last said Northerly line, a distance of 46.00 feet to said TRUE POINT OF BEGINNING.

Retaining over, upon and beneath the hereinabove described real property, a Public Utility Easement.

Exhibit "A"

Old Weddell Drive, West of Fair Oaks, vacated by Resolution No. 234-77

Parcel No. 2

All that certain real property situate in the City of Sunnyvale, County of Santa Clara, being a portion of Lot 18 as shown on that certain parcel map filed for record on June 9, 1975, in Book 356 of Maps, pages 53, 54 and 55, Santa Clara County Records, said portion being more particularly described as follows:

Beginning at a point on the Northerly line of said Lot 18, said point being the most Northerly terminus of that certain course having a bearing of North  $14^{\circ}52'00''$  East and a distance of 100.11 feet;

Thence South  $14^{\circ}52'00''$  West, along said course, a distance of 100.11 feet to the beginning of a tangent curve to the right, having a radius of 268.00 feet;

Thence along the arc of said curve through a central angle of  $87^{\circ}39'43''$ , a distance of 410.04 feet;

Thence North  $77^{\circ}28'17''$  West, 352.96 feet;

Thence along the arc of a tangent curve to the right having a radius of 5,018 feet, through a central angle of  $2^{\circ}52'01''$ , a distance of 251.09 feet to a point of cusp;

Thence from a tangent bearing of South  $74^{\circ}36'16''$  East, along the new alignment of Weddell Drive as shown on said Parcel Map, and along the arc of a curve to the left, having a radius of 263.35 feet and a central angle of  $35^{\circ}15'46''$ , a distance of 162.10 feet, a radial line to last said point bears North  $19^{\circ}52'02''$  West;

Thence, leaving said new alignment, from a tangent bearing of South  $76^{\circ}21'25''$  East, along the arc of a curve to the left having a radius of 4,972 feet, through a central angle of  $1^{\circ}06'52''$ , a distance of 96.71 feet;

Thence South  $77^{\circ}28'17''$  East, along a line parallel with and distant Northerly, measured at right angles, 46.00 feet from the Southerly line of said Lot 18, a distance of 352.96 feet;

Thence along the arc of a tangent curve to the left having a radius of 222 feet, through a central angle of  $87^{\circ}39'43''$ , a distance of 339.66 feet;

Thence North  $14^{\circ}52'00''$  East, 100.65 feet to said Northerly line of Lot 18;

Thence South  $74^{\circ}27'26''$  East, along said Northerly line, 46.00 feet to the Point of Beginning.

Retaining over, upon and beneath the hereinabove described real property, a Public Utility Easement.

EXHIBIT "A"

77-53



E. WEDDELL DRIVE

S75°08'00"E  
81.35'

R=196.00'  
L=71.34'  
Δ=20°51'15"

P.O.B.

R=72.00'  
L=83.47'  
Δ=66°25'20"

N14°52'00"E  
451.81'

454.81'  
S14°52'00"W

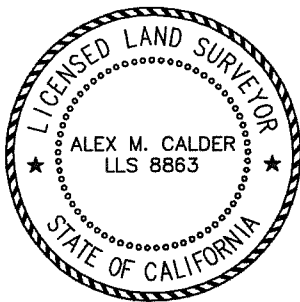
LOT 19  
356 MAPS 53-55

46' WIDE PUE PER  
D024 O.R. 211  
24,566.58 SF

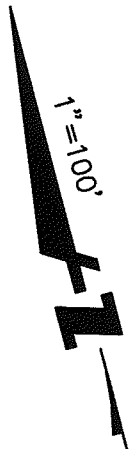
CITY AND COUNTY OF SAN  
FRANCISCO RIGHT OF WAY

N74°27'26"W  
46.00'

CALTRANS RIGHT OF WAY



*Alex M. Calder*



PLOTTED BY: ecm



255 SHORELINE DR  
SUITE 200  
REDWOOD CITY, CA 94065  
650-482-6300  
650-482-6399 (FAX)

Subject EXHIBIT A - ABANDONMENT OF  
46' PUE PER D024 O.R. 211  
Job No. 20120062-13  
By MAO Date 12/10/14 Chkd. \_\_\_\_\_  
SHEET 1 OF 1

R=5018.00'  
L=251.09'  
 $\Delta=2^{\circ}52'01''$

R=263.39'  
L=162.10'  
 $\Delta=35^{\circ}15'42''$

N28°54'49"W (R)



CALTRANS RIGHT OF WAY

E. WEDDELL DRIVE

R=4972.00'  
L=96.71'  
 $\Delta=1^{\circ}06'52''$

S77°28'17"E  
352.96'

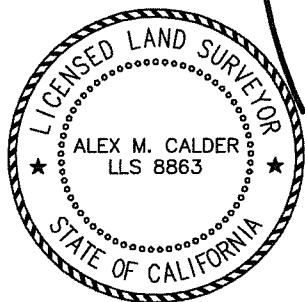
N77°28'17"W  
352.96'

PARCEL A  
401 MAPS 29

46' PUE  
D024 O.R. 211  
44,832.96 SF  
R=222.00'  
L=339.66'  
 $\Delta=87^{\circ}39'43''$

CITY AND COUNTY OF SAN  
FRANCISCO RIGHT OF WAY

LOT 19  
356 MAPS 53-55



*Alex M. Calder*

N14°52'00"E  
100.65'

R=268.00'  
L=410.04'  
 $\Delta=87^{\circ}39'43''$

S74°27'26"E  
46.00'

100.11'

S14°52'00"W

P.O.B.

PLOTTED BY: ocon



255 SHORELINE DR  
SUITE 200  
REDWOOD CITY, CA 94065  
650-482-6300  
650-482-6399 (FAX)

Subject EXHIBIT A - ABANDONMENT OF  
46' PUE PER D024 O.R. 211  
Job No. 20120062-13  
By MAO Date 12/10/14 Chkd. \_\_\_\_\_  
SHEET 1 OF 1

RETURN TO:  
CITY ATTORNEY'S OFFICE  
P.O. BOX 697  
SUNNYVALE, CA. 94088

**NO FEE**

EASEMENT DEED

(Public Utilities)

**4978515**

KOLLELUAL, A General Partnership

**4978515**  
**B 348 REC 129**

FILED FOR RECORD  
AT REQUEST OF

*City of Sunnyvale*  
APR 4 11 18 AM '75

OFFICIAL RECORDS  
SANTA CLARA COUNTY  
GEORGE A. MANN  
REGISTERED RECORDER

**B 348 REC 129**

hereby GRANT to the CITY OF SUNNYVALE a Municipal Corporation of the State of California, an EASEMENT for the construction, reconstruction, operation, repair, maintenance, replacement, relocation and enlargement of public utilities, including but not limited to drainage facilities, storm sewers, water mains and pipes, sanitary sewers, and other public utilities, in, through, over, across, beneath and upon the following described real property situate in the City of Sunnyvale, County of Santa Clara, State of California, being a 10.00 foot strip of land, being a portion of Parcel "A" as said Parcel "A" is shown on that certain Record of Survey Map filed for record on February 4, 1964, in Book 172 of Maps, at page 56, Records of Santa Clara County, State of California, and also being a portion of Lot 19 as said Lot 19 is shown on that certain map entitled "Map of L. L. Morse Subdivision", which map was recorded in the Office of the County Recorder, in Book "F-1" of Maps, at page 39, and being more particularly described as follows:

A strip of land 10.00 feet in width lying contiguous to and Easterly and South-easterly of the following described lines:

Beginning at the Northwest corner of said Parcel "A";

Thence South 14°52'00" West, along the Westerly line of said Parcel "A", a distance of 129.89 feet to the beginning of a tangent curve to the right having a radius of 263.58 feet;

Thence Southerly and Southwesterly along said curve through a central angle of 55°15'58" an arc distance of 254.06 feet to a point on the Northerly line of Weddell Drive (46 feet wide).

These easements are granted as written above provided, however, that the easements may be used by grantor or its successors or assigns for parking, driveways, and landscaping and shall include reasonable right of access to and egress from said real property over the adjacent lands of grantor. Said uses shall not interfere with the maintenance of and repair to said easements and/or utilities provided

B 348 WCE130

therein by the City of Sunnyvale. These easements shall remain free and clear of any and all obstructions including, but not limited to, poles, buildings, structures and appurtenances thereto.

Executed this 21<sup>st</sup> day of February, 1975.

KOLLREAL,  
A General Partnership

By: Don Koll Company, Inc.  
General Partner

By:

By:

By: Jovencal Realty, Inc.  
General Partner

By:

By:

Dwight B. Bivens  
Asst. Treas.

J. Fred Kimmel  
Vice Pres.

TO 448 C  
(Corporation as a Partner of a Partnership)

B 348 AC:131

(71)

STATE OF CALIFORNIA

COUNTY OF Santa Clara

SS.

On February 21, 1975, before me, the undersigned, a Notary Public in and for said State, personally appeared G. D. GIBSON, JR. known to me to be the Vice President, and ROBERT A. CHURCH known to me to be the Assistant Secretary of KOLLE COMPANY, INC. the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of

KOLLEAL the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

Signature

JEANNE M. KENDE

Name (Typed or Printed)



(This area for official notarial seal)

(Corporation as a Partner of a Partnership)

STATE OF TENNESSEE

COUNTY OF DAVIDSON

SS.

On MARCH 18, 1975, before me, the undersigned, a Notary Public in and for said State, personally appeared J. FRED HUMMEL known to me to be the VICE President, and MILDRED BIDWELL known to me to be the ASSISTANT TREASURER of JOVENAL REALTY, INC. the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of

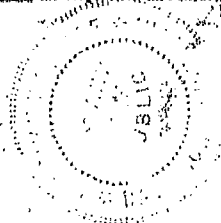
KOLLEAL the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

Signature

DEBORAH WALLACE

Name (Typed or Printed)



(This area for official notarial seal)

## RESOLUTION NO. 2256

RESOLUTION AUTHORIZING THE DIRECTOR OF FINANCE ON BEHALF OF THE CITY OF SUNNYVALE TO ACCEPT ALL DEEDS AND GRANTS CONVEYING ANY INTEREST IN OR EASEMENT UPON REAL PROPERTY TO THE CITY OF SUNNYVALE AND TO CONSENT TO THEIR RECORDATION

WHEREAS, Section 27281 of the Government Code of the State of California provides that deeds or grants conveying any interest in or easement upon real estate to a political corporation or governmental agency for public purposes shall not be acceptable for recordation without the consent of the grantee evidenced by the resolution of acceptance attached to said deed or grant deed; and

WHEREAS, said section further provides that an officer or agent of a municipal corporation may, by resolution, be authorized to consent to such deeds or grants;

NOW, THEREFORE, the Council of the City of Sunnyvale does resolve as follows:

1. That the Director of Finance be and he hereby is authorized and directed to accept, for and on behalf of the City of Sunnyvale, all deeds and grants conveying any interest in or easement upon real estate to the City of Sunnyvale, and to consent to their recordation.

2. That the City Clerk certify to the adoption of this resolution and that a copy thereof be attached to each such deed or grant presented for recordation.

The above and foregoing resolution was duly and regularly introduced and passed by the Council of the City of Sunnyvale at a regular meeting held on Tuesday, the 29th day of January, 1957, by the following called vote:

AYES: Councilmen: Boomer, Gilmore, Johnson, Jones and Ryan

NOES: Councilmen: None

ABSENT: Councilmen: Theller and Stout

APPROVED:

/s/ R. B. Gilmore  
Mayor Pro Tem

ATTEST:

/s/ Eugenia J. Brown  
Acting City Clerk

I, JOHN E. DEVER, City Clerk of the City of Sunnyvale, do hereby certify that the above is a true and correct copy of Resolution No. 2256, adopted by the Council of the City of Sunnyvale on January 29, 1957.

DATED: April 3, 1975

JOHN E. DEVER, City Clerk

by Carol Ann Smith  
Deputy City Clerk

(SEAL)

B 348 INC133

CERTIFICATION OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property  
conveyed by Deed or Grant, dated February 21, 1975,  
from KOLLREAL, a General Partnership,

to the City of Sunnyvale, a municipal corporation, is hereby  
accepted by order of the undersigned officer or agent on  
behalf of the City Council of the City of Sunnyvale pursuant  
to authority conferred by Resolution No. 2256 of the City  
Council, adopted on January 29, 1957, and the Grantee consents  
to recordation thereof by its duly authorized officer.

DATED: April 3, 1975

CITY OF SUNNYVALE

BY

Carl D. Hishy  
Director of Finance

LOT 19  
356 MAPS 53-55

CITY AND COUNTY OF SAN  
FRANCISCO RIGHT OF WAY

S74°27'26"E  
253.58'

T.P.O.B.

P.O.B.

N15°32'34"E  
10.00'

N74°27'26"W  
253.70'

N74°27'26"W  
51.00'

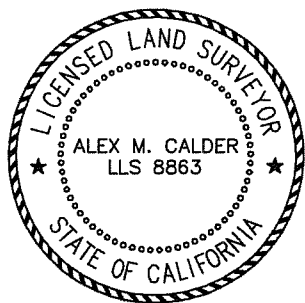
S14°52'00"W  
10.00'

PARCEL A  
401 MAPS 29

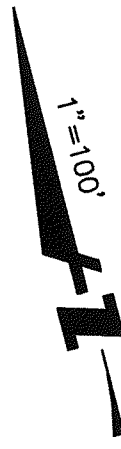
10' PUE  
348 O.R. 129  
2,536.39 SF

E. WEDDELL DRIVE

CALTRANS RIGHT OF WAY



*Alex M. Calder*



255 SHORELINE DR  
SUITE 200  
REDWOOD CITY, CA 94065  
650-482-6300  
650-482-6399 (FAX)

Subject EXHIBIT A - ABANDONMENT OF  
10' PUE PER 348 O.R. 149  
Job No. 20120062-13  
By MAO Date 12/10/14 Chkd. \_\_\_\_\_  
SHEET 1 OF 1



5693148

City Clerk's Office  
City of Sunnyvale  
P.O. Box 607  
Sunnyvale, CA 94088

RESOLUTION NO. 234-77

C 933 PAGE 170

RESOLUTION OF THE COUNCIL OF THE CITY OF SUNNYVALE  
ORDERING VACATION OF A CERTAIN PUBLIC STREET COMMONLY  
KNOWN AS OLD WEDDELL DRIVE BETWEEN MORSE AVENUE AND  
FAIR OAKS AVENUE, AND RESERVING PUBLIC UTILITY EASEMENT

D.H.

WHEREAS, the City Council by Resolution No. 205-77 adopted on April 19, 1977, has declared its intention to vacate a certain public street, or portion thereof, within the City of Sunnyvale, hereinafter more particularly described, and set a public hearing thereon; and

WHEREAS, Resolution No. 205-77 fixed a time and place for hearing all persons interested in or objecting to the proposed vacation, which hearing was duly continued to May 24, 1977, at the hour of 8:00 p.m. in the Council Chambers of the City of Sunnyvale, 456 West Olive Avenue, Sunnyvale, California, which said time was not less than fifteen (15) days from the above-mentioned date and the passage of Resolution No. 205-77; and

WHEREAS, Resolution No. 205-77 was published in the manner prescribed by law for publication of legal notices for the City of Sunnyvale in the Valley Journal, a newspaper of general circulation in the City of Sunnyvale; and

WHEREAS, on May 6, 1977, notices of street vacation consisting of copies of Resolution No. 205-77 were conspicuously posted along the lines of said public street or portion thereof to be vacated, not more than three hundred (300) feet apart;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. This Council finds from all of the evidence submitted that the public street, or portion thereof, in the City of Sunnyvale, more particularly described in Exhibits "A" and "B" attached hereto and incorporated herein by reference, is unnecessary for present or prospective

public use.

SECTION 2. It is hereby ordered that the public street, or portion thereof, which is lawfully, officially and commonly known as Old Weddell Drive between Morse Avenue and Fair Oaks Avenue in Exhibits "A" and "B" be and it is hereby abandoned and vacated, pursuant to the provisions of Part 3, Division 9 of the Streets and Highways Code of the State of California, being the Street Vacation Act of 1941, as amended.

SECTION 3. Pursuant to the provisions of Section 8330 of the Streets and Highways Code of the State of California, it is hereby ordered that there be excepted and reserved therefrom (a) a permanent easement and right at any time, or from time to time to construct, maintain, operate, replace, remove, renew and enlarge water mains and pipes, sanitary sewers and storm drains, street lighting facilities, and other public utilities and appurtenant structures, in, through, upon, over, across, beneath and under said public street, or portion thereof, described in Exhibits "A" and "B," and (b) a permanent easement and right at any time, or from time to time, and pursuant to any existing franchise or renewals thereof, or otherwise, to construct, maintain, operate, replace, remove, renew and enlarge lines of pipe, conduits, cables, wires, poles, and other convenient structures, equipment and fixtures for the operation of gas pipelines, telegraphic and telephone lines, communication facilities, and for transportation or distribution of electric energy, water, and for incidental purposes, including access and the right to keep the property free from inflammable materials, and wood growth, and otherwise protect the same from all hazards in, upon and over said public street, or portion thereof, described in Exhibits "A" and "B."

C 933 PAGE 172

SECTION 4. The City Clerk is directed to cause a certified copy of this resolution, attested under seal of the City of Sunnyvale, to be recorded in the office of the County Recorder of Santa Clara County.

PASSED AND ADOPTED by the City Council of the City of Sunnyvale at a regular meeting held on the 24th day of May, 1977, by the following called vote:

AYES: McKenna, Wulforst, Cude, Morris, Stone, Logan

NOES: None

ABSENT: None

ABSTAIN: Gunn

ATTEST:

LEE S. AYERS, City Clerk

By Carol Ann Butler  
Deputy City Clerk

APPROVED:

Gilbert R. Gunn  
VICE-Mayor

(SEAL)

Certified as a true copy  
LEE S. AYERS, Clerk

By Carol Ann Butler  
Deputy City Clerk of the City of Sunnyvale

C 933 PAGE 170

5693148  
FILED FOR RECORD  
AT REQUEST OF  
City of Sunnyvale  
JUN 21 10 23 AM '77  
OFFICIAL RECORDER  
SANTA CLARA COUNTY  
GEORGE A. HANN  
REGISTER RECORDER

VACATION OF STREET RIGHT-OF-WAY

C 933 PAGE 173

All that real property situated in the City of Sunnyvale, County of Santa Clara, State of California, being a portion of that 80.00 foot wide strip of land entitled, "City and County of San Francisco", as shown on that certain Parcel Map filed for record on June 9, 1975, in Book 356 of Maps, at pages 53, 54 and 55, records of said county and being more particularly described as follows:

Beginning at the Northerly terminus of that certain course having a bearing of North  $14^{\circ}52'00''$  East and a distance of 100.71 feet as shown on said Parcel Map, said point also being a point on the Northerly line of Lot 18 of said Parcel Map;

Thence continuing North  $14^{\circ}52'00''$  East, a distance of 80.00 feet to a point on the Southerly line of Lot 19 of said Parcel Map;

Thence South  $74^{\circ}27'26''$  East along the Northerly line of said 80.00 foot strip of land, a distance of 51.00 feet;

Thence South  $14^{\circ}52'00''$  West a distance of 80.00 feet to a point on the Southerly Line of said 80.00 foot strip of land;

Thence North  $74^{\circ}27'26''$  West along last said Southerly line, a distance of 51.00 feet to the Point of Beginning.

Retaining thereon a Public Utilities Easement.

EXHIBIT "A"

77-37

VACATION OF STREET RIGHT-OF-WAY

All that real property situate in the City of Sunnyvale, County of Santa Clara, State of California, described as follows:

Being a portion of Lot 18 as said Lot is shown on that certain parcel map filed for record on June 9, 1975, in Book 356 of Maps, at pages 53, 54 and 55, records of said county and being more particularly described as follows:

Beginning at the most Northerly terminus of that certain course having a bearing of North  $14^{\circ}52'00''$  East and a distance of 100.71 feet as shown on said Parcel Map, said point also being a point on the Northerly line of said Lot 18;

Thence South  $14^{\circ}52'00''$  West, a distance of 100.71 feet to the beginning of a tangent curve to the right having a radius of 217.00 feet;

Thence Southerly and Southwesterly along said curve through a central angle of  $87^{\circ}39'43''$  an arc distance of 332.01 feet;

Thence North  $77^{\circ}28'17''$  West, a distance of 336.07 feet;

Thence South  $14^{\circ}52'00''$  West, a distance of 5.00 feet;

Thence North  $77^{\circ}28'17''$  West, a distance of 13.68 feet, to the beginning of a tangent curve to the right having a radius of 4,972.00 feet;

Thence Westerly along said curve through a central angle of  $1^{\circ}06'52''$  an arc distance of 96.71 feet to a point on the Southeasterly line of Weddell Drive as said drive is shown on said parcel map, said Southeasterly line also being on a curve concave Northwesterly having a radius of 263.39 feet; a radial line to said point from the center of said curve having a radius of 4,972.00 feet bears South  $13^{\circ}38'35''$  West, a radial line to said point from the center of said curve having a radius of 263.39 feet bears South  $19^{\circ}52'02''$  East;

Thence Southwesterly and Westerly along said curve and said Southeasterly line, through a central angle of  $35^{\circ}15'46''$ , an arc distance of 162.10 feet to a point of cusp, said point also being a point on the Southerly line of Weddell Drive as said drive is shown on said Parcel Map, a radial line to said point bears South  $15^{\circ}23'44''$  West;

Thence Easterly and Northeasterly along a curve concave Northerly having a radius of 5,018.00 feet through a central angle of  $2^{\circ}52'01''$  an arc distance of 251.09 feet;

Thence South  $77^{\circ}28'17''$  East tangent to said curve, a distance of 352.96 feet to the beginning of a tangent curve to the left having a radius of 268.00 feet;

Thence Northeasterly and Northerly along said curve through a central angle of  $87^{\circ}39'43''$  an arc distance of 410.04 feet;

Thence North  $14^{\circ}52'00''$  East, a distance of 100.11 feet to a point on said Northerly line of said Lot 18;

Thence North  $74^{\circ}27'26''$  West along said Northerly line, a distance of 51.00 feet to the Point of Beginning.

Retaining thereon a Public Utilities Easement.

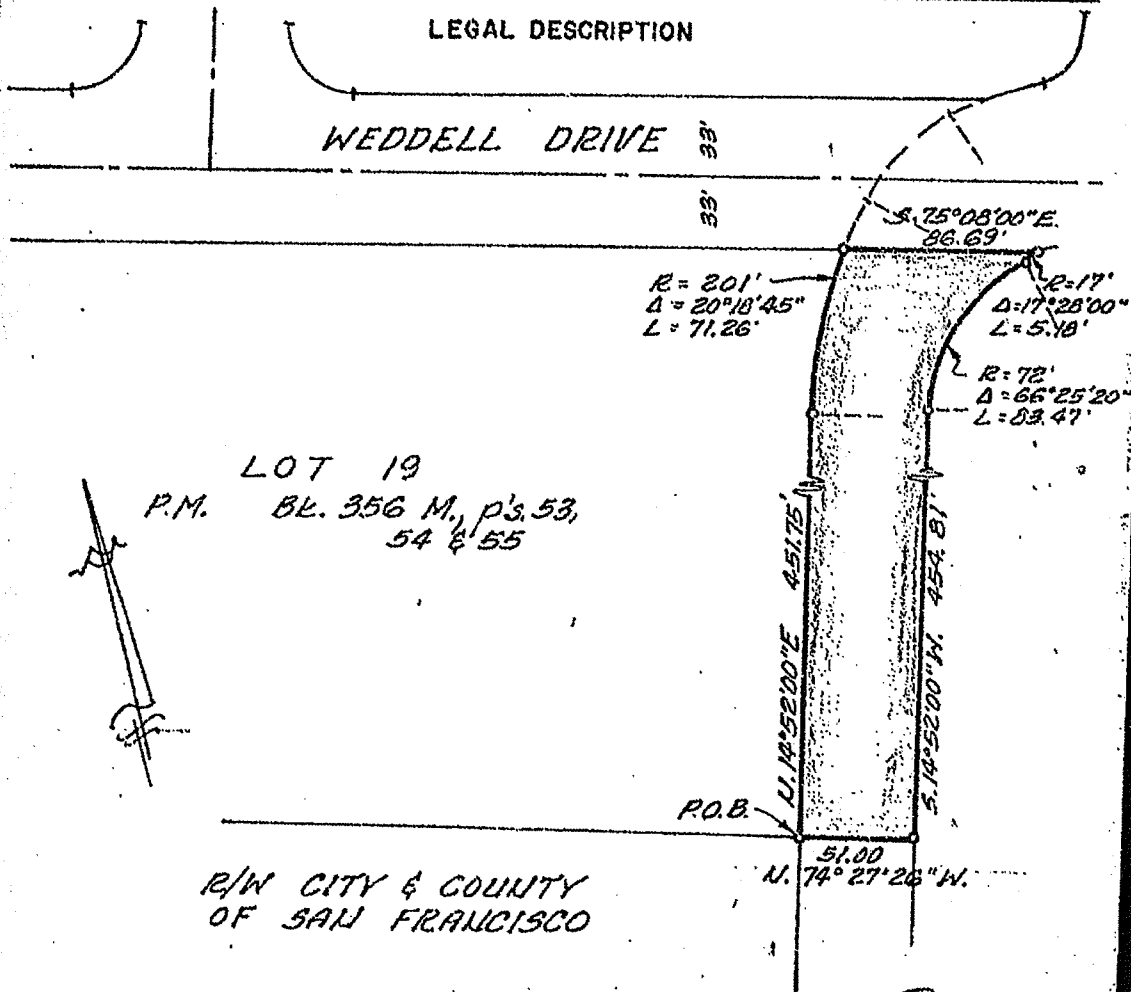
# ABANDONMENT DESCRIPTION AND DIAGRAM

C 933 PAGE 175

CITY OF SUNNYVALE, CALIFORNIA

PROJECT \_\_\_\_\_ PROJ. NO. \_\_\_\_\_  
 LOCATION Section of Weddell Drive, parallel with Fair Oaks Ave., Northerly of Hetch-Hetchy  
 OWNER CITY OF SUNNYVALE  
 OWNER'S RESIDENCE \_\_\_\_\_  
 PROPOSED USE OF LAND VACATION OF RIGHT-OF-WAY, RETAINING P.U.E.

## LEGAL DESCRIPTION



SCALE: 1" = 60'

PREPARED U.I.B.

CHECKED RB

DATE Mar. 15, 1977

APPROVED: *[Signature]*

DIRECTOR OF PUBLIC WORKS

DATE 4/15/77

Revised Checked Approved Date

77-36  
 PW-57

LOT 19  
356 MAPS 53-55

E. WEDDELL DRIVE

CALTRANS RIGHT OF WAY

T.P.O.B.

S74°27'26"E  
51.00'

CITY AND COUNTY OF SAN  
FRANCISCO RIGHT OF WAY

N14°52'00"E  
80.00'

S14°52'00"W  
80.00'

51' PUE  
C933 O.R. 170  
4,080.00 SF

PARCEL A  
401 MAPS 29

N74°27'26"W  
51.00'



*Alex M. Calder*

1"=100'



255 SHORELINE DR  
SUITE 200  
REDWOOD CITY, CA 94065  
650-482-6300  
650-482-6399 (FAX)

Subject EXHIBIT A - ABANDONMENT OF  
51' PUE PER C 933 O.R. 170  
Job No. 20120062-13  
By MAO Date 2/27/15 Chkd.             
SHEET 1 OF 1

R=5018.00'  
L=251.09'  
 $\Delta=2^{\circ}52'01''$

R=263.39'  
L=170.94'  
 $\Delta=37^{\circ}11'08''$

N28°54'49"W (R)



CALTRANS RIGHT OF WAY

E. WEDDELL DRIVE

R=4967.00'  
L=89.32'  
 $\Delta=1^{\circ}01'49''$

352.96'  
S77°28'17"E

N77°28'17"W  
352.96'

PARCEL A  
401 MAPS 29

51' PUE  
C933 O.R. 170  
49,245 SF ±

CITY AND COUNTY OF SAN  
FRANCISCO RIGHT OF WAY

LOT 19  
356 MAPS 53-55



*Alex M. Calder*

R=217.00'  
L=332.01'  
 $\Delta=87^{\circ}39'43''$

R=268.00'  
L=410.04'  
 $\Delta=87^{\circ}39'43''$

N14°52'00"E  
100.65'  
100.11'

S74°27'26"E  
51.00'

S14°52'00"W

P.O.B.



255 SHORELINE DR  
SUITE 200  
REDWOOD CITY, CA 94065  
650-482-6300  
650-482-6399 (FAX)

Subject EXHIBIT A - ABANDONMENT OF  
51' PUE PER C933 O.R. 170  
Job No. 20120062-13  
By MAO Date 5/15/15 Chkd.             
SHEET 1 OF 1





April 2, 2015

City of Sunnyvale  
 Department of Public Works  
 Land Development Division  
 456 West Olive Avenue  
 Sunnyvale, CA 94088  
 Attn.: Judy Chu

RE: 5' Public Utility Easement per 6545 O.R. 606 Vacation  
 Location: 520 E. Weddell Drive (Parcel A)

Dear Ms. Chu:

Comcast has reviewed the proposed easement vacation at the address above and has the following response:

- ☒ No objection to the vacation.
- ☐ No objection to the vacation, but with the following reservation: \_\_\_\_\_
- ☐ Objects to the proposed vacation for the following reasons: \_\_\_\_\_
- ☐ A plat map is attached for your information.

Please contact me for any questions or concerns regarding our comments for this project.

Regards,

Comcast  
 Steve Morioka   
 Construction Professional  
 steve\_morioka@cable.comcast.com  
 (408) 918-3245



April 2, 2015

City of Sunnyvale  
Department of Public Works  
Land Development Division  
456 West Olive Avenue  
Sunnyvale, CA 94088  
Attn.: Judy Chu

RE: 5' Public Utility Easement per 6545 O.R. 606 Vacation  
Location: 520 E. Weddell Drive (Parcel B)

Dear Ms. Chu:

Comcast has reviewed the proposed easement vacation at the address above and has the following response:

- ☒ No objection to the vacation.
- ☐ No objection to the vacation, but with the following reservation: \_\_\_\_\_
- ☐ Objects to the proposed vacation for the following reasons: \_\_\_\_\_
- ☐ A plat map is attached for your information.

Please contact me for any questions or concerns regarding our comments for this project.

Regards,

Comcast  
Steve Morioka   
Construction Professional  
steve\_morioka@cable.comcast.com  
(408) 918-3245



April 20, 2015

City of Sunnyvale  
Department of Public Works  
Land Development Division  
456 West Olive Avenue  
Sunnyvale, CA 94088  
Attn.: Judy Chu

RE: 5' Public Utility Easement per 6545 O.R. 606 Vacation  
Location: 520 E. Weddell Drive (Parcel A)

Dear Ms. Chu:

AT&T has reviewed the proposed easement vacation at the address above and has the following response:

- ☐ No objection to the vacation.
- ☒ No objection to the vacation, but with the following reservation: A Public Utility Easement (PUE) be reserved for AT&T structure that is to remain. AT&T Engineer is working with the Developer to relocate existing facilities.
- ☐ Objects to the proposed vacation for the following reasons: \_\_\_\_\_
- ☐ A plat map is attached for your information.

Please contact me for any questions or concerns regarding our comments for this project.

Regards,

*Bruno Czech*

AT&T  
Bruno Czech  
Right of Way Manager  
bc2742@att.com  
(408) 635-8881



April 15, 2015

City of Sunnyvale  
Department of Public Works  
Land Development Division  
456 West Olive Avenue  
Sunnyvale, CA 94088  
Attn.: Judy Chu

RE: 5' Public Utility Easement per 6545 O.R. 606 Vacation  
Location: 520 E. Weddell Drive (Parcel B)

Dear Ms. Chu:

AT&T has reviewed the proposed easement vacation at the address above and has the following response:

- ☒ No objection to the vacation.
- ☐ No objection to the vacation, but with the following reservation: \_\_\_\_\_
- ☐ Objects to the proposed vacation for the following reasons: \_\_\_\_\_
- ☐ A plat map is attached for your information.

Please contact me for any questions or concerns regarding our comments for this project.

Regards,

*Bruno Czech*

AT&T  
Bruno Czech  
Right of Way Manager  
bc2742@att.com  
(408) 635-8881



April 2, 2015

City of Sunnyvale  
Department of Public Works  
Land Development Division  
456 West Olive Avenue  
Sunnyvale, CA 94088  
Attn.: Judy Chu

RE: 46' Public Utility Easement per D024 O.R. 211 Vacation  
Location: 520 E. Weddell Drive (Parcel A)

Dear Ms. Chu:

Comcast has reviewed the proposed easement vacation at the address above and has the following response:

- ☒ No objection to the vacation.
- ☐ No objection to the vacation, but with the following reservation: \_\_\_\_\_
- ☐ Objects to the proposed vacation for the following reasons: \_\_\_\_\_
- ☐ A plat map is attached for your information.

Please contact me for any questions or concerns regarding our comments for this project.

Regards,

Comcast  
Steve Morioka   
Construction Professional  
steve\_morioka@cable.comcast.com  
(408) 918-3245



April 2, 2015

City of Sunnyvale  
Department of Public Works  
Land Development Division  
456 West Olive Avenue  
Sunnyvale, CA 94088  
Attn.: Judy Chu

RE: 46' Public Utility Easement per D024 O.R. 211 Vacation  
Location: 520 E. Weddell Drive (Parcel B)

Dear Ms. Chu:

Comcast has reviewed the proposed easement vacation at the address above and has the following response:

- ☒ No objection to the vacation.
- ☐ No objection to the vacation, but with the following reservation: \_\_\_\_\_
- ☐ Objects to the proposed vacation for the following reasons: \_\_\_\_\_
- ☐ A plat map is attached for your information.

Please contact me for any questions or concerns regarding our comments for this project.

Regards,

Comcast  
Steve Morioka   
Construction Professional  
steve\_morioka@cable.comcast.com  
(408) 918-3245



April 17, 2015

City of Sunnyvale  
Department of Public Works  
Land Development Division  
456 West Olive Avenue  
Sunnyvale, CA 94088  
Attn.: Judy Chu

RE: 46' Public Utility Easement per D024 O.R. 211 Vacation  
Location: 520 E. Weddell Drive (Parcel A)

Dear Ms. Chu:

AT&T has reviewed the proposed easement vacation at the address above and has the following response:

- ☐ No objection to the vacation.
- ☒ No objection to the vacation, but with the following reservation: A Public Utility Easement (PUE) be reserved for AT&T structure that is to remain. AT&T Engineer is working with the Developer to relocate existing facilities.
- ☐ Objects to the proposed vacation for the following reasons: \_\_\_\_\_
- ☐ A plat map is attached for your information.

Please contact me for any questions or concerns regarding our comments for this project.

Regards,

*Bruno Czech*

AT&T  
Bruno Czech  
Right of Way Manager  
bc2742@att.com  
(408) 635-8881



April 15, 2015

City of Sunnyvale  
Department of Public Works  
Land Development Division  
456 West Olive Avenue  
Sunnyvale, CA 94088  
Attn.: Judy Chu

RE: 46' Public Utility Easement per D024 O.R. 211 Vacation  
Location: 520 E. Weddell Drive (Parcel B)

Dear Ms. Chu:

AT&T has reviewed the proposed easement vacation at the address above and has the following response:

- ☒ No objection to the vacation.
- ☐ No objection to the vacation, but with the following reservation: \_\_\_\_\_
- ☐ Objects to the proposed vacation for the following reasons: \_\_\_\_\_
- ☐ A plat map is attached for your information.

Please contact me for any questions or concerns regarding our comments for this project.

Regards,

*Bruno Czech*

AT&T  
Bruno Czech  
Right of Way Manager  
bc2742@att.com  
(408) 635-8881





April 2, 2015

City of Sunnyvale  
Department of Public Works  
Land Development Division  
456 West Olive Avenue  
Sunnyvale, CA 94088  
Attn.: Judy Chu

RE: 10' Public Utility Easement per 348 O.R. 149 Vacation  
Location: 520 E. Weddell Drive (Parcel B)

Dear Ms. Chu:

Comcast has reviewed the proposed easement vacation at the address above and has the following response:

- ☒ No objection to the vacation.
- ☐ No objection to the vacation, but with the following reservation: \_\_\_\_\_  
\_\_\_\_\_
- ☐ Objects to the proposed vacation for the following reasons: \_\_\_\_\_  
\_\_\_\_\_
- ☐ A plat map is attached for your information.

Please contact me for any questions or concerns regarding our comments for this project.

Regards,

Comcast  
Steve Morioka   
Construction Professional  
steve\_morioka@cable.comcast.com  
(408) 918-3245



April 15, 2015

City of Sunnyvale  
Department of Public Works  
Land Development Division  
456 West Olive Avenue  
Sunnyvale, CA 94088  
Attn.: Judy Chu

RE: 10' Public Utility Easement per 348 O.R. 149 Vacation  
Location: 520 E. Weddell Drive (Parcel B)

Dear Ms. Chu:

AT&T has reviewed the proposed easement vacation at the address above and has the following response:

- ☒ No objection to the vacation.
- ☐ No objection to the vacation, but with the following reservation: \_\_\_\_\_
- ☐ Objects to the proposed vacation for the following reasons: \_\_\_\_\_
- ☐ A plat map is attached for your information.

Please contact me for any questions or concerns regarding our comments for this project.

Regards,

*Bruno Czech*

AT&T  
Bruno Czech  
Right of Way Manager  
bc2742@att.com  
(408) 635-8881



April 2, 2015

City of Sunnyvale  
Department of Public Works  
Land Development Division  
456 West Olive Avenue  
Sunnyvale, CA 94088  
Attn.: Judy Chu

RE: 51' Public Utility Easement per C 933 O.R. 170 Vacation  
Location: 520 E. Weddell Drive (Parcel C)

Dear Ms. Chu:

Comcast has reviewed the proposed easement vacation at the address above and has the following response:

- ☒ No objection to the vacation.
- ☐ No objection to the vacation, but with the following reservation: \_\_\_\_\_
- ☐ Objects to the proposed vacation for the following reasons: \_\_\_\_\_
- ☐ A plat map is attached for your information.

Please contact me for any questions or concerns regarding our comments for this project.

Regards,

Comcast  
Steve Morioka   
Construction Professional  
steve\_morioka@cable.comcast.com  
(408) 918-3245



April 15, 2015

City of Sunnyvale  
Department of Public Works  
Land Development Division  
456 West Olive Avenue  
Sunnyvale, CA 94088  
Attn.: Judy Chu

RE: 51' Public Utility Easement per C 933 O.R. 170 Vacation  
Location: 520 E. Weddell Drive (Parcel C)

Dear Ms. Chu:

AT&T has reviewed the proposed easement vacation at the address above and has the following response:

- ☒ No objection to the vacation.
- ☐ No objection to the vacation, but with the following reservation: \_\_\_\_\_
- ☐ Objects to the proposed vacation for the following reasons: \_\_\_\_\_
- ☐ A plat map is attached for your information.

Please contact me for any questions or concerns regarding our comments for this project.

Regards,

*Bruno Czech*

AT&T  
Bruno Czech  
Right of Way Manager  
bc2742@att.com  
(408) 635-8881



**Pacific Gas and  
Electric Company®**

Land Surveying & Engineering Support

111 Almaden Boulevard, Room  
814  
San Jose, CA 95113

May 12, 2015

City of Sunnyvale  
Department of Public Works  
Land Development Division  
456 West Olive Avenue  
Sunnyvale, CA 94088  
Attn: Judy Chu

RE: 46' Public Utility Easement per D024 O.R. 211 Vacation  
5' Public Utility Easement per 6545 O.R. 606 Vacation  
10' Public Utility Easement per 348 O.R. 149 Vacation  
51' Public Utility Easement per C933 O.R. 170 Vacation  
Location: 520 E. Weddell Drive, Parcel A, B, and C.

Dear Ms. Chu:

PG&E will not have any objection of the vacation of the above Public Utility Easements after the new easements are executed.

If you have any questions concerning this matter, please contact me at the return mailing address, (408) 282-7546, or LNV5@pge.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Lam Vu'.

Lam Vu  
Senior Land Technician

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF SUNNYVALE TO VACATE FOUR PUBLIC UTILITY  
EASEMENTS AT 520-592 EAST WEDDELL DRIVE AND  
THE LANDS OF THE CITY AND COUNTY OF SAN  
FRANCISCO**

WHEREAS, the City Council by Resolution No. \_\_\_\_\_ adopted on June 23, 2015, has declared its intention to vacate four Public Utility Easements ("PUEs") at 520-592 East Weddell Drive and the Lands of the City and County of San Francisco in the City of Sunnyvale, hereinafter more particularly described, and set a public hearing thereon; and

WHEREAS, Resolution No. \_\_\_\_\_ fixed a time and place for a hearing for all persons interested in or objecting to the proposed vacation, which said time was not less than fifteen (15) days from the above-mentioned date and the passage of Resolution No. \_\_\_\_\_, and which said hearing was set for July 14, 2015, at the hour of 7:00 p.m. in the Council Chambers of the City Council of the City of Sunnyvale, 456 West Olive Avenue, Sunnyvale, California; and

WHEREAS, Resolution No. \_\_\_\_\_ was published in the manner prescribed by law for publication of legal notices for the City of Sunnyvale in the Sunnyvale Sun, a newspaper of general circulation in the City of Sunnyvale; and

WHEREAS, the PUE's as recorded with the Santa Clara County Recorder's Office include a 5-foot PUE on two parcels in Book 6545, Page 606, a 46-foot PUE on two parcels in Book D024, Page 211, a 10-foot PUE on one parcel in Book 348, Page 129, and a 51-foot PUE on the Lands of the City and County of San Francisco in Book C933, Page 170, as shown and attached hereto as Exhibit A; and

WHEREAS, Section 8316 of the California Streets and Highways Code authorizes the City Council to include one or more public easements, whether or not contiguous, be vacated in the same proceeding.

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

1. The City Council finds from all of the evidence submitted that the four Public Utility Easements at 520-592 East Weddell Drive and the Lands of the City and County of San Francisco in the City of Sunnyvale, is unnecessary for present or prospective public use and public utility companies have no objection to the proposed vacation.
2. The City Council does hereby order that the four Public Utility Easements shall be and hereby is vacated based on the findings made in Section 1 of this Resolution and the provisions of Part 3, Division 9 of the Streets and Highways Code of the State of California, as amended.

3. The City Council hereby authorizes and directs the City Clerk to record a certified copy of the resolution, attested by the City Clerk under seal, with the Santa Clara County Recorder's Office.
4. The Public Utility Easements will no longer constitute as public easements from and after the date of recordation of the documents identified in Section 3 of this Resolution.

Adopted by the City Council at a regular meeting held on \_\_\_\_\_, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM

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

EXHIBIT A

2649146

BOOK 6545 PAGE 606

EASEMENT DEED

OFFICIAL RECORDS  
SANTA CLARA COUNTY  
PAUL R. TETH  
RECORDER

JUN 17 10 46 AM 1964

FILED FOR RECORD  
AT REQUEST OF

BOOK 6545 PAGE 606

2649146

54  
UNITED CALIFORNIA THEATRES, INC., a California corporation, hereby grant to the City of Sunnyvale, a municipal corporation of the State of California, an EASEMENT for the construction, reconstruction, and maintenance of streets and street improvements, including but not limited to sidewalks, drainage facilities, storm sewers, water mains and pipes, street lighting facilities, sanitary sewer and other public utilities in, over, across, and upon the following described real property situate in the City of Sunnyvale, County of Santa Clara, State of California, to wit:

BEGINNING at the intersection of the westerly line of the W. E. Crossman's Subdivision No. 3, a map of which is recorded in Book "K" of Maps, at page 95, in the office of the Recorder of said County, with the northerly line of Parcel "4" as said Parcel is described in the "Relinquishment of Highway Right of Way in the City of Sunnyvale, No. 22171," recorded in Book 6174, at pages 125 and 126; thence South 76° 35' 39" East, along said northerly line, 336.70 feet to a tangent curve to the left, concave to the northwest; thence northeasterly along said curve having a radius of 222.00 feet, a central angle of 87° 39' 43" an arc length of 339.66 feet; thence North 15° 44' 38" East, along a line tangent to last said curve, 633.01 feet to a tangent curve to the right, concave to the southeast; thence northeasterly along said curve having a radius of 196.00 feet, a central angle of 27° 37' 49", an arc length of 94.52 feet to a point of compound curvature; thence northeasterly along said compound curve having a radius of 82.00 feet a central angle of 42° 06' 30" an arc length of 60.26 feet; thence North 85° 28' 57" East, along a line tangent to last said compound curve, 31.38 feet to a tangent curve to the left, concave to the northwest; thence northeasterly along last said curve, having a radius of 29.00 feet a central angle of 59° 51' 47" an arc length of 30.30 feet, to a point of compound curvature; thence northeasterly along last said compound curve having a radius of 164.00 feet, a central angle of 5° 05' 26" an arc length of 14.57 feet; thence North 20° 31' 44" East, along a line tangent to last said compound curve, 114.75 feet to a line running parallel with and distant 43.00 feet westerly measured at right angles from the center line of Fair Oaks Avenue as said Avenue is shown on said Crossman Subdivision No. 3; thence North 15° 44' 38" East, along said parallel line, 136.18 feet; thence South 74° 15' 22" East, 3.00 feet to the westerly line of that certain parcel of land described in the Deed to City of Sunnyvale recorded in Book 6121, at page 186, in the office of the Recorder of said County; thence North 15° 44' 38" East, along last said westerly line, 261.87 feet to the southerly line of that certain parcel of land described in the Deed to City of Sunnyvale recorded in Book 6121, at page 183, in the office of the Recorder of said County; thence

2649146 JUN 17 64



North 74° 15' 22" West, along said southerly line 5.00 feet to a line running parallel with and distant 45.00 feet westerly, measured at right angles, from said center line at Fair Oaks Avenue; thence South 15° 44' 38" West along last said parallel line, 398.05 feet; thence South 22° 00' 21" West, 118.72 feet to a tangent curve to the right concave to the northwest; thence southwesterly along last said curve, having a radius of 159.00 feet a central angle of 3° 36' 49" an arc length of 10.03 feet, to a point of compound curvature; thence southwesterly along last said compound curve, having a radius of 24.00 feet a central angle of 59° 51' 47" an arc length of 25.08 feet to a line running parallel with and distant 5.00 feet northerly measured at right angles from the course that reads "North 85° 28' 57" East, 31.38 feet;" thence South 85° 28' 57" West, along last said parallel line, 31.38 feet to a tangent curve to the left, concave to the southeast; thence southwesterly along last said curve having a radius of 87.00 feet a central angle of 42° 06' 30" an arc length of 63.94 feet to a point of compound curvature; thence southwesterly along last said compound curve having a radius of 201.00 feet a central angle of 27° 37' 49" an arc length of 96.93 feet; thence South 15° 44' 38" West, along a line tangent to last said compound curve, 633.01 feet to a tangent curve to the right, concave to the northwest; thence northwesterly along last said curve having a radius of 217.00 feet a central angle of 87° 39' 43" an arc length of 332.01 feet to a line running parallel with and distant 5.00 feet northerly, measured at right angles from the course that reads, "South 76° 35' 39" East, 336.70 feet;" thence North 76° 35' 39" West, along last said parallel line, 336.50 feet to the said westerly line of Crossman's Subdivision No. 3; thence South 15° 44' 38" West, along last said westerly line 5.00 feet to the point of beginning.

EXECUTED this 7th day of February, 1964.

UNITED CALIFORNIA THEATRES, INC.,  
a California corporation

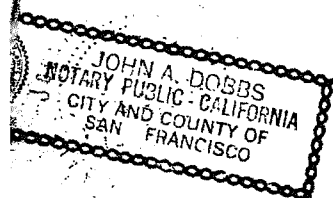
By [Signature]

By [Signature]

STATE OF CALIFORNIA,  
City & County of San Francisco  
On this 7th day of February ss.

before me, John A. Dobbs in the year one thousand nine hundred and Sixty Four  
State of California, duly commissioned and sworn, personally appeared  
A. C. CHILHOUSE & J. A. VINAY, a Notary Public,  
known to me to be the Vice President & Asst. Secretary  
of the corporation described in and that executed the within instrument, and also known to me to be  
the person who executed the within instrument on behalf of the corporation therein named, and  
acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the  
City & County of San Francisco the day and year in this certificate  
first above signed, John A. Dobbs, Notary Public  
in and for the City and County of San Francisco, State of Cal.  
My Commission Expires Dec. 9, 1965  
122 Golden Gate Ave., San Francisco, Calif.  
My Commission Expires December 9, 1965  
John A. Dobbs  
Notary Public, State of California.



2649146 JUN 17 64

**CERTIFICATE OF ACCEPTANCE**

THIS IS TO CERTIFY that the interest in real property conveyed by the Deed or Grant, dated February 7, 1964, from UNITED CALIFORNIA THEATRES, INC., a California corporation, to the City of Sunnyvale, a municipal corporation, is hereby accepted by order of the undersigned officer or agent on behalf of the City Council of the City of Sunnyvale pursuant to authority conferred by Resolution No. 2256 of the City Council, adopted on January 29, 1957, and the Grantee consents to recordation thereof by its duly authorized officer.

DATED: June 12, 1964.

CITY OF SUNNYVALE

By Thomas J. Ziemer  
Director of Finance

2649146 JUN 17 64

RESOLUTION AUTHORIZING THE DIRECTOR OF  
FINANCE ON BEHALF OF THE CITY OF SUNNYVALE  
TO ACCEPT ALL DEEDS AND GRANTS CONVEYING  
ANY INTEREST IN OR EASEMENT UPON REAL ESTATE  
TO THE CITY OF SUNNYVALE, AND TO CONSENT TO  
THEIR RECORDATION

WHEREAS, Sec. 27281 of the Government Code of the State of California provides that deeds or grants conveying any interest in or easement upon real estate to a political corporation or governmental agency for public purposes shall not be acceptable for recordation without the consent of the grantee evidenced by the resolution of acceptance attached to said deed or grant deed; and

WHEREAS, said section further provides that an officer or agent of a municipal corporation may, by resolution, be authorized to consent to such deeds or grants;

NOW, THEREFORE, the Council of the City of Sunnyvale does resolve as follows:

1. That the Director of Finance be and he hereby is authorized and directed to accept, for and on behalf of the City of Sunnyvale, all deeds and grants conveying any interest in or easement upon real estate to the City of Sunnyvale, and to consent to their recordation.

2. That the City Clerk certify to the adoption of this resolution and that a copy thereof be attached to each such deed or grant presented for recordation.

The above and foregoing resolution was duly and regularly introduced and passed by the Council of the City of Sunnyvale at a regular meeting held on Tuesday, the 19th day of January, 1957, by the following called vote:

AYES: Councilmen: Boomer, Gilmore, Johnson, Jones and Ryan

NOES: Councilmen: None

ABSENT: Councilmen: Theller and Stout

APPROVED:

/s/ R. B. Gilmore

Mayor Pro Tem

ATTEST:

/s/ Eugenia J. Brown  
Acting City Clerk

I, PERRY SCOTT, City Clerk of the City of Sunnyvale, do hereby certify that the above is a true and correct copy of Resolution No. 2256, adopted by the Council of the City of Sunnyvale on January 29, 1957.

DATED: June 16, 1964

PERRY SCOTT, City Clerk

By Flora W. Leonard

Deputy City Clerk

2649146 JUN 17 1964

E. WEDDELL DRIVE

T.P.O.B.

S75°08'00"E

5.34'

S54°16'45"E (R)

N75°08'00"W

81.35'

R=201.00'

L=71.26'

Δ=20°18'44"

P.O.B.

R=196.00'

L=71.34'

Δ=20°51'15"

5' PUE

6545 O.R. 606

2,615.38 SF

LOT 19

356 MAPS 53-55

N14°52'00"E

451.75'

S14°52'00"W

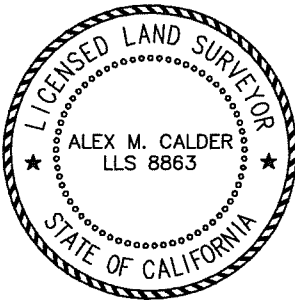
451.81'

CITY AND COUNTY OF SAN  
FRANCISCO RIGHT OF WAY

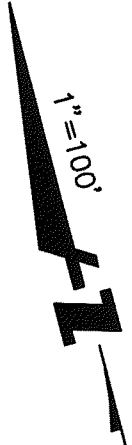
N74°27'26"W

5.00'

CALTRANS RIGHT OF WAY



*Alex M. Calder*



255 SHORELINE DR  
SUITE 200  
REDWOOD CITY, CA 94065  
650-482-6300  
650-482-6399 (FAX)

Subject EXHIBIT A - ABANDONMENT OF  
5' PUE PER 6545 O.R. 606

Job No. 20120062-13

By MAO Date 12/10/14 Chkd. \_\_\_\_\_

SHEET 1 OF 1

LOT 19  
356 MAPS 53-55

CITY AND COUNTY OF SAN  
FRANCISCO RIGHT OF WAY

S74°27'26"E  
5.00'

T.P.O.B.

P.O.B.

N74°27'26"W  
46.00'

S14°52'00"W  
100.65'

N14°52'00"E  
100.71'

PARCEL A  
401 MAPS 29

R=217.00'  
L=332.01'  
 $\Delta=87^{\circ}39'43''$

5' PUE  
6545 O.R. 606  
3,863.44 SF

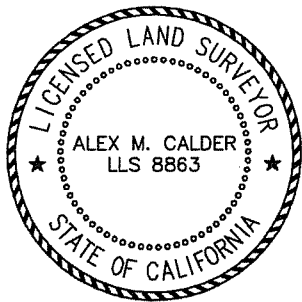
R=222.00'  
L=339.66'  
 $\Delta=87^{\circ}39'43''$

S77°28'17"E  
336.07'

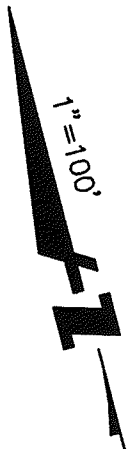
N14°52'00"E  
5.00'

N77°28'17"W  
336.28'

CALTRANS RIGHT OF WAY



*Alex M. Calder*



255 SHORELINE DR  
SUITE 200  
REDWOOD CITY, CA 94065  
650-482-6300  
650-482-6399 (FAX)

Subject EXHIBIT A - ABANDONMENT OF  
5' PUE PER 6545 O.R. 606  
Job No. 20120062-13  
By MAO Date 12/10/14 Chkd. \_\_\_\_\_  
SHEET 1 OF 1

5732256

SJ-390000-2  
Title Insurance & Trust

RESOLUTION NO. 270-77

Kollreal  
3000 Scott Blvd., #210  
Santa Clara, CA 95050

D 024 PAGE 211

RESOLUTION OF THE COUNCIL OF THE CITY OF SUNNYVALE  
DECLARING CERTAIN PARCELS OF REAL PROPERTY COMPRISING  
PREVIOUSLY ABANDONED PORTIONS OF A PROPOSED ALIGNMENT  
OF WEDDELL DRIVE TO BE SURPLUS AND UNUSABLE EXCEPT  
IN CONJUNCTION WITH CONTIGUOUS PROPERTY, AUTHORIZING  
CONVEYANCE THEREOF AND EXECUTION AND DELIVERY OF DEED

WHEREAS, the City Council by resolutions has previously vacated portions of a certain proposed public right of way more specifically described in said resolutions, reserving therein certain public utility easements; and

WHEREAS, included in such vacated property are parcels of real property designated Parcel 1 and Parcel 2, more specifically described in the report of the Director of Public Works dated June 28, 1977, and incorporated herein by reference, which parcels are surplus to the City's needs; and

WHEREAS, in the opinion of the City Council it is in the best interests of and for the benefit of the City of Sunnyvale, and the inhabitants thereof that said property be transferred; and

WHEREAS, said property lacks sufficient area and is of a shape that prevents its development under the applicable zoning district regulations and therefore is usable only in conjunction with an adjacent parcel; and

WHEREAS, all adjacent parcels to said Parcel 1 and Parcel 2, are owned by Kollreal, a California general partnership, which having previously dedicated the entire right of way upon which Weddell Drive has been constructed now requests that said real property described above be conveyed to it in return;

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

The Mayor and the City Clerk hereby are authorized and  
directed to execute and attest and deliver, respectively, a deed  
in the name and on behalf of the City to be prepared by the City  
Attorney incorporating the descriptions contained in the above-  
referenced report of the Director of Public Works with exceptions  
and reservations as noted pertaining to public utility easements.

PASSED AND ADOPTED by the City Council of the City of  
Sunnyvale at a regular meeting held on the 28th day of June,  
1977, by the following called vote:

AYES: McKenna, Wulforth, Cude, Morris, Stone, Logan  
NOES: None  
ABSENT: Gunn

ATTEST:

LEE S. AYRES, City Clerk  
By Carol Ann Butler  
Deputy City Clerk

APPROVED:

[Signature]  
Mayor

(SEAL)

Certified as a true copy  
LEE S. AYRES, City Clerk

By [Signature]  
Deputy City Clerk of the City of Sunnyvale

5732256

D 024 PAGE 211

RECORDED AT THE REQUEST OF Title Insurance and Trust Company
JUL 26 1977 8:01 AM
George A. Mann, Recorder SANTA CLARA COUNTY, OFFICIAL RECORDS

QUITCLAIM DEED

D 024 PAGE 213

CITY OF SUNNYVALE, a Municipal Corporation of the State of California, hereby quitclaims to Kollreal, a general partnership, all of that certain real property situate in the City of Sunnyvale, County of Santa Clara, State of California, and more particularly described in Exhibit "A" attached hereto and incorporated by reference herein, excepting and reserving however in the whole of said property:

(a) A permanent easement and right at any time, or from time to time, to construct, maintain, operate, replace, remove, renew and enlarge water mains and pipes, sanitary sewers and storm drains, street lighting facilities, and other public utilities and appurtenant structures, in, through, upon, over, across, beneath, and under said property described in Exhibit "A"; and

(b) A permanent easement and right at any time, or from time to time, and pursuant to any existing franchise or renewals thereof, or otherwise, to construct, maintain, operate, replace, remove, renew and enlarge lines of pipe, conduits, cables, wires, poles, and other convenient structures, equipment and fixtures for the operation of gas pipelines, telegraphic and telephone lines, communication facilities, and for transportation or distribution of electric energy, water, and for incidental purposes, including materials, and wood growth, and otherwise protect the same from all hazards, in, upon and over said property, described in Exhibit "A." NO WARRANTIES ARE EXPRESSED OR IMPLIED.

Dated:

CITY OF SUNNYVALE

ATTEST:

LEE S. AYRES, City Clerk

By Carol Ann Butler  
Deputy City Clerk

(SEAL)

W. J. Scott  
Mayor



EXCESS CITY PROPERTY

D 024 PAGE 214

Old Weddell Drive, West of Fair Oaks, vacated by Resolution No. 256-77

Parcel No. 1

All that real property situate in the City of Sunnyvale, County of Santa Clara, State of California, being a portion of Lot 19 as said Lot is shown on that certain Parcel Map filed for record on June 9, 1975, in Book 356 of Maps, at pages 53, 54 and 55, records of said county, and being more particularly described as follows:

Commencing at the Southerly terminus of that certain course having a bearing of North  $14^{\circ}52'00''$  East, a distance of 451.75 feet, as shown on said parcel map, said point also being a point on the Southerly line of said Lot 19;

Thence South  $74^{\circ}27'26''$  East along said Southerly line 5.00 feet to the TRUE POINT OF BEGINNING;

Thence North  $14^{\circ}52'00''$  East, a distance of 451.81 feet to the beginning of a tangent curve to the right having a radius of 196.00 feet;

Thence Northerly and Northeasterly along said curve through a central angle of  $20^{\circ}51'16''$ , an arc distance of 71.34 feet to a point on the Southerly line of Weddell Drive as said Drive is shown on said Parcel Map;

Thence South  $75^{\circ}08'00''$  East along said Southerly line, a distance of 81.35 feet to a point on a curve concave Southerly having a radius of 17.00 feet a radial line to said point bears North  $8^{\circ}45'20''$  East;

Thence Southwesterly and Southerly along said curve through a central angle of  $17^{\circ}28'00''$ , an arc distance of 5.18 feet to a point of compound curvature, being the beginning of a curve to the left having a radius of 72.00 feet, a radial line to said point of compound curvature bears North  $8^{\circ}42'40''$  West;

Thence Southwesterly and Southerly along said curve through a central angle of  $66^{\circ}25'20''$ , an arc distance of 83.47 feet;

Thence South  $14^{\circ}52'00''$  West tangent to last said curve, a distance of 454.81 feet to a point on the Northerly line of that certain 80.00 foot strip of land entitled, "City and County of San Francisco" as shown on said Parcel Map;

Thence North  $74^{\circ}27'26''$  West along last said Northerly line, a distance of 46.00 feet to said TRUE POINT OF BEGINNING.

Retaining over, upon and beneath the hereinabove described real property, a Public Utility Easement.

Exhibit "A"

Old Weddell Drive, West of Fair Oaks, vacated by Resolution No. 234-77

Parcel No. 2

All that certain real property situate in the City of Sunnyvale, County of Santa Clara, being a portion of Lot 18 as shown on that certain parcel map filed for record on June 9, 1975, in Book 356 of Maps, pages 53, 54 and 55, Santa Clara County Records, said portion being more particularly described as follows:

Beginning at a point on the Northerly line of said Lot 18, said point being the most Northerly terminus of that certain course having a bearing of North  $14^{\circ}52'00''$  East and a distance of 100.11 feet;

Thence South  $14^{\circ}52'00''$  West, along said course, a distance of 100.11 feet to the beginning of a tangent curve to the right, having a radius of 268.00 feet;

Thence along the arc of said curve through a central angle of  $87^{\circ}39'43''$ , a distance of 410.04 feet;

Thence North  $77^{\circ}28'17''$  West, 352.96 feet;

Thence along the arc of a tangent curve to the right having a radius of 5,018 feet, through a central angle of  $2^{\circ}52'01''$ , a distance of 251.09 feet to a point of cusp;

Thence from a tangent bearing of South  $74^{\circ}36'16''$  East, along the new alignment of Weddell Drive as shown on said Parcel Map, and along the arc of a curve to the left, having a radius of 263.35 feet and a central angle of  $35^{\circ}15'46''$ , a distance of 162.10 feet, a radial line to last said point bears North  $19^{\circ}52'02''$  West;

Thence, leaving said new alignment, from a tangent bearing of South  $76^{\circ}21'25''$  East, along the arc of a curve to the left having a radius of 4,972 feet, through a central angle of  $1^{\circ}06'52''$ , a distance of 96.71 feet;

Thence South  $77^{\circ}28'17''$  East, along a line parallel with and distant Northerly, measured at right angles, 46.00 feet from the Southerly line of said Lot 18, a distance of 352.96 feet;

Thence along the arc of a tangent curve to the left having a radius of 222 feet, through a central angle of  $87^{\circ}39'43''$ , a distance of 339.66 feet;

Thence North  $14^{\circ}52'00''$  East, 100.65 feet to said Northerly line of Lot 18;

Thence South  $74^{\circ}27'26''$  East, along said Northerly line, 46.00 feet to the Point of Beginning.

Retaining over, upon and beneath the hereinabove described real property, a Public Utility Easement.

EXHIBIT "A"

77-53

E. WEDDELL DRIVE

S75°08'00"E  
81.35'

R=196.00'  
L=71.34'  
Δ=20°51'15"

P.O.B.

R=72.00'  
L=83.47'  
Δ=66°25'20"

N14°52'00"E  
451.81'

454.81'  
S14°52'00"W

E. WEDDELL DRIVE

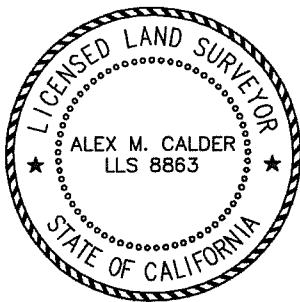
LOT 19  
356 MAPS 53-55

46' WIDE PUE PER  
D024 O.R. 211  
24,566.58 SF

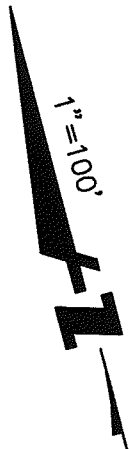
CALTRANS RIGHT OF WAY

CITY AND COUNTY OF SAN  
FRANCISCO RIGHT OF WAY

N74°27'26"W  
46.00'



*Alex M. Calder*



PLOTTED BY: ecm



255 SHORELINE DR  
SUITE 200  
REDWOOD CITY, CA 94065  
650-482-6300  
650-482-6399 (FAX)

Subject EXHIBIT A - ABANDONMENT OF  
46' PUE PER D024 O.R. 211  
Job No. 20120062-13  
By MAO Date 12/10/14 Chkd.         
SHEET 1 OF 1

R=5018.00'  
L=251.09'  
 $\Delta=2^{\circ}52'01''$

R=263.39'  
L=162.10'  
 $\Delta=35^{\circ}15'42''$

N28°54'49"W (R)



CALTRANS RIGHT OF WAY

E. WEDDELL DRIVE

R=4972.00'  
L=96.71'  
 $\Delta=1^{\circ}06'52''$

S77°28'17"E  
352.96'

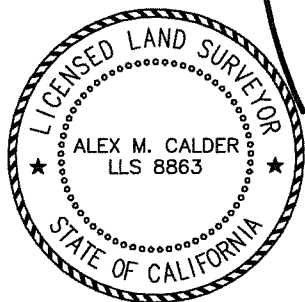
N77°28'17"W  
352.96'

PARCEL A  
401 MAPS 29

46' PUE  
D024 O.R. 211  
44,832.96 SF  
R=222.00'  
L=339.66'  
 $\Delta=87^{\circ}39'43''$

CITY AND COUNTY OF SAN  
FRANCISCO RIGHT OF WAY

LOT 19  
356 MAPS 53-55



*Alex M. Calder*

N14°52'00"E  
100.65'

R=268.00'  
L=410.04'  
 $\Delta=87^{\circ}39'43''$

S74°27'26"E  
46.00'

100.11'

S14°52'00"W

P.O.B.

PLOTTED BY: ocon



255 SHORELINE DR  
SUITE 200  
REDWOOD CITY, CA 94065  
650-482-6300  
650-482-6399 (FAX)

Subject EXHIBIT A - ABANDONMENT OF  
46' PUE PER D024 O.R. 211  
Job No. 20120062-13  
By MAO Date 12/10/14 Chkd. \_\_\_\_\_  
SHEET 1 OF 1

RETURN TO:  
CITY ATTORNEY'S OFFICE  
P.O. BOX 697  
SUNNYVALE, CA. 94088

**NO FEE**

EASEMENT DEED

(Public Utilities)

**4978515**

KOLLELAL, A General Partnership

**4978515**  
**B 348 REC 129**

FILED FOR RECORD  
AT REQUEST OF

*City of Sunnyvale*  
APR 4 11 18 AM '75

OFFICIAL RECORDS  
SANTA CLARA COUNTY  
GEORGE A. MANN  
REGISTERED RECORDER

**B 348 REC 129**

hereby GRANT to the CITY OF SUNNYVALE a Municipal Corporation of the State of California, an EASEMENT for the construction, reconstruction, operation, repair, maintenance, replacement, relocation and enlargement of public utilities, including but not limited to drainage facilities, storm sewers, water mains and pipes, sanitary sewers, and other public utilities, in, through, over, across, beneath and upon the following described real property situate in the City of Sunnyvale, County of Santa Clara, State of California, being a 10.00 foot strip of land, being a portion of Parcel "A" as said Parcel "A" is shown on that certain Record of Survey Map filed for record on February 4, 1964, in Book 172 of Maps, at page 56, Records of Santa Clara County, State of California, and also being a portion of Lot 19 as said Lot 19 is shown on that certain map entitled "Map of L. L. Morse Subdivision", which map was recorded in the Office of the County Recorder, in Book "F-1" of Maps, at page 39, and being more particularly described as follows:

A strip of land 10.00 feet in width lying contiguous to and Easterly and South-easterly of the following described lines:

Beginning at the Northwest corner of said Parcel "A";

Thence South 14°52'00" West, along the Westerly line of said Parcel "A", a distance of 129.89 feet to the beginning of a tangent curve to the right having a radius of 263.58 feet;

Thence Southerly and Southwesterly along said curve through a central angle of 55°15'58" an arc distance of 254.06 feet to a point on the Northerly line of Weddell Drive (46 feet wide).

These easements are granted as written above provided, however, that the easements may be used by grantor or its successors or assigns for parking, driveways, and landscaping and shall include reasonable right of access to and egress from said real property over the adjacent lands of grantor. Said uses shall not interfere with the maintenance of and repair to said easements and/or utilities provided

B 348 WCE130

therein by the City of Sunnyvale. These easements shall remain free and clear of any and all obstructions including, but not limited to, poles, buildings, structures and appurtenances thereto.

Executed this 21<sup>st</sup> day of February, 1975.

KOLLREAL,  
A General Partnership

By: Don Koll Company, Inc.  
General Partner

By:

By:

By: Jovencal Realty, Inc.  
General Partner

By:

By:

Dwight B. Bivens  
Asst. Treas.

J. Fred Kimmel  
Vice Pres.

TO 448 C  
(Corporation as a Partner of a Partnership)

B 348 AC:131

(71)

STATE OF CALIFORNIA

COUNTY OF Santa Clara

SS.

On February 21, 1975, before me, the undersigned, a Notary Public in and for said State, personally appeared G. D. GIBSON, JR. known to me to be the Vice President, and ROBERT A. CHURCH known to me to be the Assistant Secretary of KOLLE COMPANY, INC. the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of

KOLLEAL the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

Signature

JEANNE M. KENDE

Name (Typed or Printed)



(This area for official notarial seal)

(Corporation as a Partner of a Partnership)

STATE OF TENNESSEE

COUNTY OF DAVIDSON

SS.

On MARCH 18, 1975, before me, the undersigned, a Notary Public in and for said State, personally appeared J. FRED HUMMEL known to me to be the VICE President, and MILDRED BIDWELL known to me to be the ASSISTANT TREASURER OF JOVENAL REALTY, INC. the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of

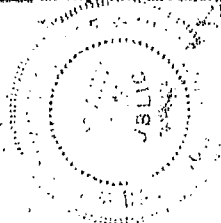
KOLLEAL the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

Signature

DEBORAH WALLACE

Name (Typed or Printed)



(This area for official notarial seal)

## RESOLUTION NO. 2256

RESOLUTION AUTHORIZING THE DIRECTOR OF FINANCE ON BEHALF OF THE CITY OF SUNNYVALE TO ACCEPT ALL DEEDS AND GRANTS CONVEYING ANY INTEREST IN OR EASEMENT UPON REAL PROPERTY TO THE CITY OF SUNNYVALE AND TO CONSENT TO THEIR RECORDATION

WHEREAS, Section 27281 of the Government Code of the State of California provides that deeds or grants conveying any interest in or easement upon real estate to a political corporation or governmental agency for public purposes shall not be acceptable for recordation without the consent of the grantee evidenced by the resolution of acceptance attached to said deed or grant deed; and

WHEREAS, said section further provides that an officer or agent of a municipal corporation may, by resolution, be authorized to consent to such deeds or grants;

NOW, THEREFORE, the Council of the City of Sunnyvale does resolve as follows:

1. That the Director of Finance be and he hereby is authorized and directed to accept, for and on behalf of the City of Sunnyvale, all deeds and grants conveying any interest in or easement upon real estate to the City of Sunnyvale, and to consent to their recordation.

2. That the City Clerk certify to the adoption of this resolution and that a copy thereof be attached to each such deed or grant presented for recordation.

The above and foregoing resolution was duly and regularly introduced and passed by the Council of the City of Sunnyvale at a regular meeting held on Tuesday, the 29th day of January, 1957, by the following called vote:

AYES: Councilmen: Boomer, Gilmore, Johnson, Jones and Ryan

NOES: Councilmen: None

ABSENT: Councilmen: Theller and Stout

APPROVED:

/s/ R. B. Gilmore  
Mayor Pro Tem

ATTEST:

/s/ Eugenia J. Brown  
Acting City Clerk

I, JOHN E. DEVER, City Clerk of the City of Sunnyvale, do hereby certify that the above is a true and correct copy of Resolution No. 2256, adopted by the Council of the City of Sunnyvale on January 29, 1957.

DATED: April 3, 1975

JOHN E. DEVER, City Clerk

by Carol Ann Smith  
Deputy City Clerk

(SEAL)



B 348 INC133

CERTIFICATION OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property  
conveyed by Deed or Grant, dated February 21, 1975,  
from KOLLREAL, a General Partnership,

to the City of Sunnyvale, a municipal corporation, is hereby  
accepted by order of the undersigned officer or agent on  
behalf of the City Council of the City of Sunnyvale pursuant  
to authority conferred by Resolution No. 2256 of the City  
Council, adopted on January 29, 1957, and the Grantee consents  
to recordation thereof by its duly authorized officer.

DATED: April 3, 1975

CITY OF SUNNYVALE

BY

Carl D. Hishy  
Director of Finance

LOT 19  
356 MAPS 53-55

CITY AND COUNTY OF SAN  
FRANCISCO RIGHT OF WAY

S74°27'26"E  
253.58'

T.P.O.B.

P.O.B.

N15°32'34"E  
10.00'

N74°27'26"W  
253.70'

N74°27'26"W  
51.00'

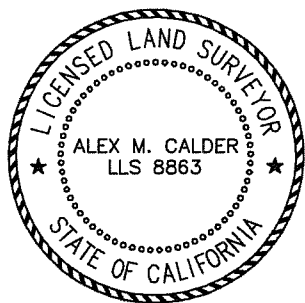
S14°52'00"W  
10.00'

PARCEL A  
401 MAPS 29

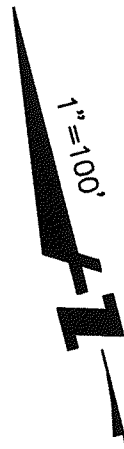
10' PUE  
348 O.R. 129  
2,536.39 SF

E. WEDDELL DRIVE

CALTRANS RIGHT OF WAY



*Alex M. Calder*



255 SHORELINE DR  
SUITE 200  
REDWOOD CITY, CA 94065  
650-482-6300  
650-482-6399 (FAX)

Subject EXHIBIT A - ABANDONMENT OF  
10' PUE PER 348 O.R. 149  
Job No. 20120062-13  
By MAO Date 12/10/14 Chkd. \_\_\_\_\_  
SHEET 1 OF 1

5693148

City Clerk's Office  
City of Sunnyvale  
P.O. Box 607  
Sunnyvale, CA 94088

RESOLUTION NO. 234-77

C 933 PAGE 170

RESOLUTION OF THE COUNCIL OF THE CITY OF SUNNYVALE  
ORDERING VACATION OF A CERTAIN PUBLIC STREET COMMONLY  
KNOWN AS OLD WEDDELL DRIVE BETWEEN MORSE AVENUE AND  
FAIR OAKS AVENUE, AND RESERVING PUBLIC UTILITY EASEMENT

D.H.

WHEREAS, the City Council by Resolution No. 205-77 adopted on April 19, 1977, has declared its intention to vacate a certain public street, or portion thereof, within the City of Sunnyvale, hereinafter more particularly described, and set a public hearing thereon; and

WHEREAS, Resolution No. 205-77 fixed a time and place for hearing all persons interested in or objecting to the proposed vacation, which hearing was duly continued to May 24, 1977, at the hour of 8:00 p.m. in the Council Chambers of the City of Sunnyvale, 456 West Olive Avenue, Sunnyvale, California, which said time was not less than fifteen (15) days from the above-mentioned date and the passage of Resolution No. 205-77; and

WHEREAS, Resolution No. 205-77 was published in the manner prescribed by law for publication of legal notices for the City of Sunnyvale in the Valley Journal, a newspaper of general circulation in the City of Sunnyvale; and

WHEREAS, on May 6, 1977, notices of street vacation consisting of copies of Resolution No. 205-77 were conspicuously posted along the lines of said public street or portion thereof to be vacated, not more than three hundred (300) feet apart;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. This Council finds from all of the evidence submitted that the public street, or portion thereof, in the City of Sunnyvale, more particularly described in Exhibits "A" and "B" attached hereto and incorporated herein by reference, is unnecessary for present or prospective

public use.

SECTION 2. It is hereby ordered that the public street, or portion thereof, which is lawfully, officially and commonly known as Old Weddell Drive between Morse Avenue and Fair Oaks Avenue in Exhibits "A" and "B" be and it is hereby abandoned and vacated, pursuant to the provisions of Part 3, Division 9 of the Streets and Highways Code of the State of California, being the Street Vacation Act of 1941, as amended.

SECTION 3. Pursuant to the provisions of Section 8330 of the Streets and Highways Code of the State of California, it is hereby ordered that there be excepted and reserved therefrom (a) a permanent easement and right at any time, or from time to time to construct, maintain, operate, replace, remove, renew and enlarge water mains and pipes, sanitary sewers and storm drains, street lighting facilities, and other public utilities and appurtenant structures, in, through, upon, over, across, beneath and under said public street, or portion thereof, described in Exhibits "A" and "B," and (b) a permanent easement and right at any time, or from time to time, and pursuant to any existing franchise or renewals thereof, or otherwise, to construct, maintain, operate, replace, remove, renew and enlarge lines of pipe, conduits, cables, wires, poles, and other convenient structures, equipment and fixtures for the operation of gas pipelines, telegraphic and telephone lines, communication facilities, and for transportation or distribution of electric energy, water, and for incidental purposes, including access and the right to keep the property free from inflammable materials, and wood growth, and otherwise protect the same from all hazards in, upon and over said public street, or portion thereof, described in Exhibits "A" and "B."

C 933 PAGE 172

SECTION 4. The City Clerk is directed to cause a certified copy of this resolution, attested under seal of the City of Sunnyvale, to be recorded in the office of the County Recorder of Santa Clara County.

PASSED AND ADOPTED by the City Council of the City of Sunnyvale at a regular meeting held on the 24th day of May, 1977, by the following called vote:

AYES: McKenna, Wulforst, Cude, Morris, Stone, Logan

NOES: None

ABSENT: None

ABSTAIN: Gunn

ATTEST:

LEE S. AYERS, City Clerk

By Carol Ann Butler  
Deputy City Clerk

APPROVED:

Gilbert R. Gunn  
VICE-Mayor

(SEAL)

Certified as a true copy  
LEE S. AYERS, Clerk

By Carol Ann Butler  
Deputy City Clerk of the City of Sunnyvale

C 933 PAGE 170

5693148  
FILED FOR RECORD  
AT REQUEST OF  
City of Sunnyvale  
JUN 21 10 23 AM '77  
OFFICIAL RECORDER  
SANTA CLARA COUNTY  
GEORGE A. HANN  
REGISTER RECORDER

VACATION OF STREET RIGHT-OF-WAY

C 933 PAGE 173

All that real property situated in the City of Sunnyvale, County of Santa Clara, State of California, being a portion of that 80.00 foot wide strip of land entitled, "City and County of San Francisco", as shown on that certain Parcel Map filed for record on June 9, 1975, in Book 356 of Maps, at pages 53, 54 and 55, records of said county and being more particularly described as follows:

Beginning at the Northerly terminus of that certain course having a bearing of North  $14^{\circ}52'00''$  East and a distance of 100.71 feet as shown on said Parcel Map, said point also being a point on the Northerly line of Lot 18 of said Parcel Map;

Thence continuing North  $14^{\circ}52'00''$  East, a distance of 80.00 feet to a point on the Southerly line of Lot 19 of said Parcel Map;

Thence South  $74^{\circ}27'26''$  East along the Northerly line of said 80.00 foot strip of land, a distance of 51.00 feet;

Thence South  $14^{\circ}52'00''$  West a distance of 80.00 feet to a point on the Southerly line of said 80.00 foot strip of land;

Thence North  $74^{\circ}27'26''$  West along last said Southerly line, a distance of 51.00 feet to the Point of Beginning.

Retaining thereon a Public Utilities Easement.

EXHIBIT "A"

77-37

VACATION OF STREET RIGHT-OF-WAY

All that real property situate in the City of Sunnyvale, County of Santa Clara, State of California, described as follows:

Being a portion of Lot 18 as said Lot is shown on that certain parcel map filed for record on June 9, 1975, in Book 356 of Maps, at pages 53, 54 and 55, records of said county and being more particularly described as follows:

Beginning at the most Northerly terminus of that certain course having a bearing of North  $14^{\circ}52'00''$  East and a distance of 100.71 feet as shown on said Parcel Map, said point also being a point on the Northerly line of said Lot 18;

Thence South  $14^{\circ}52'00''$  West, a distance of 100.71 feet to the beginning of a tangent curve to the right having a radius of 217.00 feet;

Thence Southerly and Southwesterly along said curve through a central angle of  $87^{\circ}39'43''$  an arc distance of 332.01 feet;

Thence North  $77^{\circ}28'17''$  West, a distance of 336.07 feet;

Thence South  $14^{\circ}52'00''$  West, a distance of 5.00 feet;

Thence North  $77^{\circ}28'17''$  West, a distance of 13.68 feet, to the beginning of a tangent curve to the right having a radius of 4,972.00 feet;

Thence Westerly along said curve through a central angle of  $1^{\circ}06'52''$  an arc distance of 96.71 feet to a point on the Southeasterly line of Weddell Drive as said drive is shown on said parcel map, said Southeasterly line also being on a curve concave Northwesterly having a radius of 263.39 feet; a radial line to said point from the center of said curve having a radius of 4,972.00 feet bears South  $13^{\circ}38'35''$  West, a radial line to said point from the center of said curve having a radius of 263.39 feet bears South  $19^{\circ}52'02''$  East;

Thence Southwesterly and Westerly along said curve and said Southeasterly line, through a central angle of  $35^{\circ}15'46''$ , an arc distance of 162.10 feet to a point of cusp, said point also being a point on the Southerly line of Weddell Drive as said drive is shown on said Parcel Map, a radial line to said point bears South  $15^{\circ}23'44''$  West;

Thence Easterly and Northeasterly along a curve concave Northerly having a radius of 5,018.00 feet through a central angle of  $2^{\circ}52'01''$  an arc distance of 251.09 feet;

Thence South  $77^{\circ}28'17''$  East tangent to said curve, a distance of 352.96 feet to the beginning of a tangent curve to the left having a radius of 268.00 feet;

Thence Northeasterly and Northerly along said curve through a central angle of  $87^{\circ}39'43''$  an arc distance of 410.04 feet;

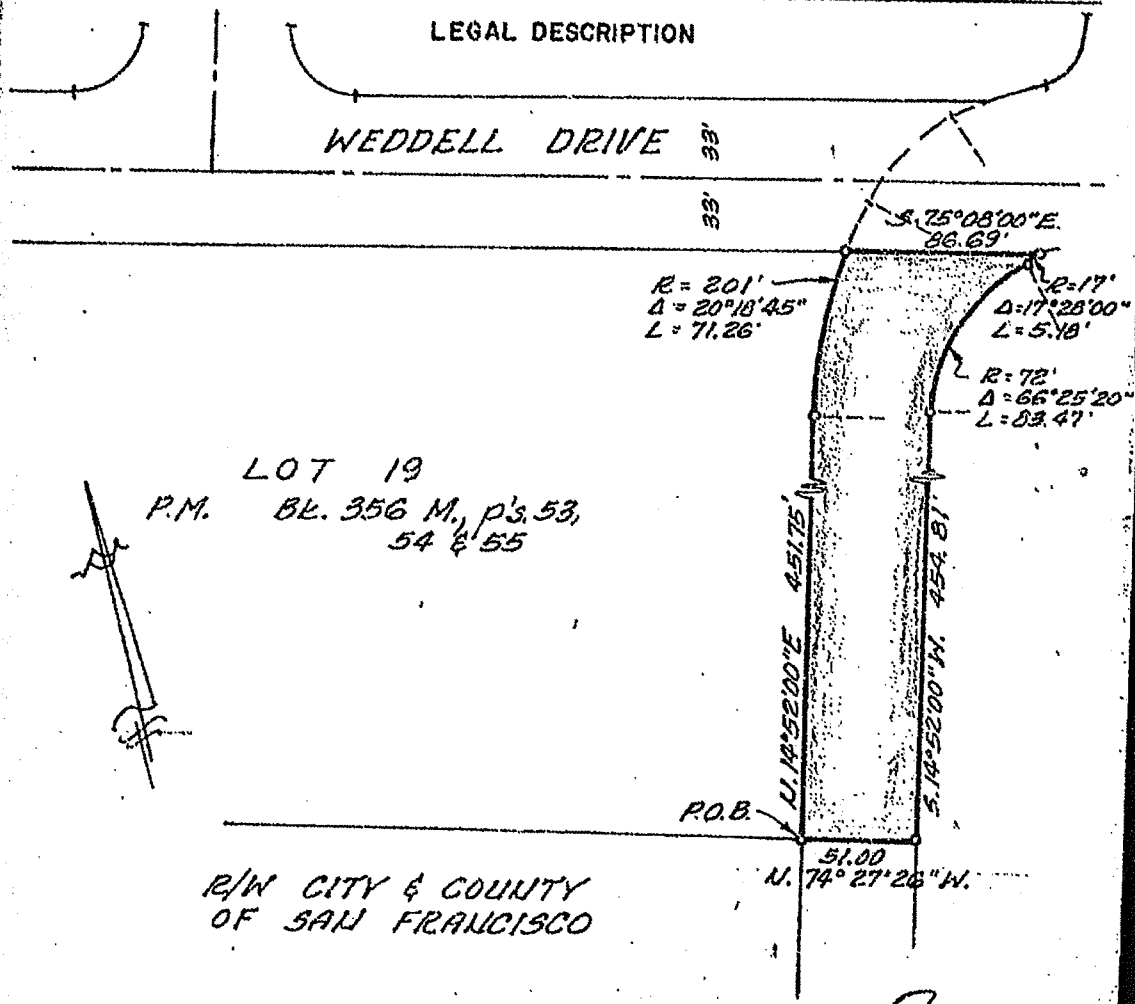
Thence North  $14^{\circ}52'00''$  East, a distance of 100.11 feet to a point on said Northerly line of said Lot 18;

Thence North  $74^{\circ}27'26''$  West along said Northerly line, a distance of 51.00 feet to the Point of Beginning.

Retaining thereon a Public Utilities Easement.

**ABANDONMENT DESCRIPTION AND DIAGRAM** C 933 PAGE 175  
**CITY OF SUNNYVALE, CALIFORNIA**

PROJECT \_\_\_\_\_ PROJ. NO. \_\_\_\_\_  
 LOCATION Section of Weddell Drive, parallel with Fair Oaks Ave., Northerly of Hetch-Hetchy  
 OWNER CITY OF SUNNYVALE  
 OWNER'S RESIDENCE \_\_\_\_\_  
 PROPOSED USE OF LAND VACATION OF RIGHT-OF-WAY, RETAINING P.U.E.



SCALE: 1"=60'  
 PREPARED N.I.B.  
 CHECKED RB  
 DATE Mar. 15, 1977

APPROVED: [Signature]  
 DIRECTOR OF PUBLIC WORKS  
 DATE Apr 15 1977

Revised	Checked	Approved	Date

77-360  
 PW-57



LOT 19  
356 MAPS 53-55

E. WEDDELL DRIVE

CALTRANS RIGHT OF WAY

T.P.O.B.

S74°27'26"E  
51.00'

CITY AND COUNTY OF SAN  
FRANCISCO RIGHT OF WAY

N14°52'00"E  
80.00'

S14°52'00"W  
80.00'

51' PUE  
C933 O.R. 170  
4,080.00 SF

PARCEL A  
401 MAPS 29

N74°27'26"W  
51.00'



*Alex M. Calder*

1"=100'



255 SHORELINE DR  
SUITE 200  
REDWOOD CITY, CA 94065  
650-482-6300  
650-482-6399 (FAX)

Subject EXHIBIT A - ABANDONMENT OF  
51' PUE PER C 933 O.R. 170  
Job No. 20120062-13  
By MAO Date 2/27/15 Chkd.             
SHEET 1 OF 1

R=5018.00'  
L=251.09'  
 $\Delta=2^{\circ}52'01''$

R=263.39'  
L=170.94'  
 $\Delta=37^{\circ}11'08''$

N28°54'49"W (R)



CALTRANS RIGHT OF WAY

E. WEDDELL DRIVE

R=4967.00'  
L=89.32'  
 $\Delta=1^{\circ}01'49''$

352.96'  
S77°28'17"E

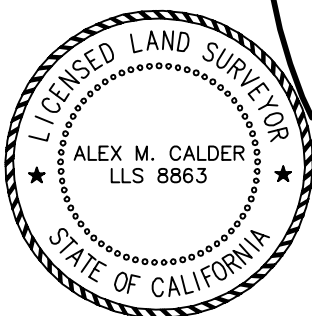
N77°28'17"W  
352.96'

PARCEL A  
401 MAPS 29

51' PUE  
C933 O.R. 170  
49,245 SF ±

CITY AND COUNTY OF SAN  
FRANCISCO RIGHT OF WAY

LOT 19  
356 MAPS 53-55



*Alex M. Calder*

R=217.00'  
L=332.01'  
 $\Delta=87^{\circ}39'43''$

R=268.00'  
L=410.04'  
 $\Delta=87^{\circ}39'43''$

N14°52'00"E  
100.65'  
100.11'

S74°27'26"E  
51.00'

S14°52'00"W

P.O.B.



255 SHORELINE DR  
SUITE 200  
REDWOOD CITY, CA 94065  
650-482-6300  
650-482-6399 (FAX)

Subject EXHIBIT A - ABANDONMENT OF  
51' PUE PER C933 O.R. 170  
Job No. 20120062-13  
By MAO Date 5/15/15 Chkd.             
SHEET 1 OF 1



# City of Sunnyvale

## Agenda Item

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**15-0497**

**Agenda Date:** 7/14/2015

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Tentative Council Meeting Agenda Calendar



# City of Sunnyvale

## Tentative Council Meeting Agenda Calendar

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### Tuesday, July 28, 2015 - City Council

#### **Closed Session**

- 15-0512** 5 P.M. SPECIAL COUNCIL MEETING (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 (COA)  
Employee organization: Public Safety Managers Association (PSMA)  
Employee organization: Public Safety Officers Association (PSOA)  
Employee organization: Sunnyvale Employees Association (SEA)  
Employee organization: Sunnyvale Managers Association (SMA)

#### **Study Session**

- 15-0071** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Board and Commission Interviews

#### **Public Hearings/General Business**

- 15-0388** Approve the City of Sunnyvale Parking Structure Design Guidelines and Find that the Project is Exempt Under CEQA Pursuant to Guidelines 15060(3) and 15378(b)(5) (Study Issue CDD 15-01)
- 15-0561** Revised Design Guidelines for Mixed-use Developments, known as the Toolkit for Mixed-use Developments; Find that the project is exempt under CEQA pursuant to Guidelines 15060(c)(3) and 15378(b)(5) (Study Issue)
- 15-0565** Adopt a Resolution for Unpaid Administrative Fines to be Placed on the FY 2015/16 County of Santa Clara Property Tax Roll
- 15-0655** Approve a Process for the Butcher Property Annexation and Status of Development Applications, with no Final Action on a Proposed Project

### Tuesday, August 11, 2015 - City Council

#### **Closed Session**

- 15-0513** 4:30 P.M. SPECIAL COUNCIL MEETING (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

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Employee organization: Communication Officers Association (COA)  
Employee organization: Public Safety Managers Association (PSMA)  
Employee organization: Public Safety Officers Association (PSOA)  
Employee organization: Sunnyvale Employees Association (SEA)  
Employee organization: Sunnyvale Managers Association (SMA)

### **Study Session**

**15-0443** 5:30 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Civic Center Space Design and Development of Site Planning Alternatives

### **Public Hearings/General Business**

**15-0072** Appoint Applicants to Boards and Commissions

**15-0390** Introduce an Ordinance to Amend Sunnyvale Municipal Code Chapters 19.12 (Definitions), 19.18 (Residential Zoning Districts), 19.20 (Commercial Zoning Districts), 19.22 (Industrial Zoning Districts), 19.24 (Office and Public Facilities Zoning Districts), 19.29 (Moffett Park Specific Plan District) and 19.98 (General Procedures) to Include Modifications based on the Appropriate Locations for Child Care Centers Study Issue (CDD 15-11); Approve Guidelines for Commercial Child Care; and Finding of CEQA Exemption Pursuant to CEQA Guideline 15061 (b)(3) (Planning File: 2015-7149)

**15-0672** Introduce an Ordinance to Add Chapter 9.63 (Camping and Storage of Property in Public Areas) to Chapter 9 (Public Peace, Safety or Welfare) of the Sunnyvale Municipal Code

**15-0600** Authorize the City Manager to Negotiate and Execute a Concession License Agreement between the City of Sunnyvale and Gold Rush Eatery for Certain Facilities at Sunken Gardens Golf Course

### **Tuesday, August 18, 2015 - City Council**

#### **Study Session**

**15-0671** Study Sessions Only - No Regular Council Meeting

6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Transportation: Presentation on Initiatives and Projects

**15-0631** SPECIAL COUNCIL MEETING (Study Session)  
Peery Park Specific Plan Consideration of Alternatives for the Environmental Impact Report (2013-7653)

**15-0606** SPECIAL COUNCIL MEETING (Study Session)  
Draft Land Use and Transportation Element

### **Tuesday, August 25, 2015 - City Council**

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## **Closed Session**

- 15-0514**            5 P.M. SPECIAL COUNCIL MEETING (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 (COA)  
Employee organization: Public Safety Managers Association (PSMA)  
Employee organization: Public Safety Officers Association (PSOA)  
Employee organization: Sunnyvale Employees Association (SEA)  
Employee organization: Sunnyvale Managers Association (SMA)

## **Study Session**

- 15-0483**            6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Sunnyvale Clean Water Program - Master Plan Update

## **Special Order of the Day**

- 15-0074**            SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and Commission Members

## **Public Hearings/General Business**

- 15-0562**            Regulating Short-term Residential Rental Units (Study Issue CDD 15-12)
- 15-0675**            Approval of the City's Response to the 2014-2015 Santa Clara Civil Grand Jury Final Report, "Protecting Our Most Vulnerable Residents"
- 15-0689**            Approval of the City's Response to the Santa Clara County Civil Grand Jury's 2014-2015 Report, "A Slow Rising Emergency - Sea Level Rise."
- 15-0699**            Appointment of an Alternate City Representative to Valley Transportation Authority El Camino Real Bus Rapid Transit Policy Advisory Board

## **Tuesday, September 15, 2015 - City Council**

## **Closed Session**

- 15-0515**            6 P.M. SPECIAL COUNCIL MEETING (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 (COA)  
Employee organization: Public Safety Managers Association (PSMA)  
Employee organization: Public Safety Officers Association (PSOA)  
Employee organization: Sunnyvale Employees Association (SEA)  
Employee organization: Sunnyvale Managers Association (SMA)

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**Public Hearings/General Business**

**15-0369** League of California Cities Peninsula Division 2016 Election of Officers

**15-0373** Car/Ride Share Impacts on Taxicab Franchises and Review of Taxicab Franchise Regulations (Study Issue)

**Tuesday, September 22, 2015 - City Council**

**Public Hearings/General Business**

**15-0073** TBD - meeting to be held only if necessary

**Tuesday, September 29, 2015 - City Council**

**Closed Session**

**15-0516** 6 P.M. SPECIAL COUNCIL MEETING (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 (COA)  
Employee organization: Public Safety Managers Association (PSMA)  
Employee organization: Public Safety Officers Association (PSOA)  
Employee organization: Sunnyvale Employees Association (SEA)  
Employee organization: Sunnyvale Managers Association (SMA)

**Public Hearings/General Business**

**15-0564** Introduce an Ordinance Amending Chapter 9.41 (Massage Establishments and Massage Therapists) of Title 9 (Public Peace, Safety or Welfare); and Amending Chapters 19.12 (Definitions), 19.18 (Residential Zoning Districts), and 19.60 (Adult Businesses and Massage Establishments) of Title 19 (Zoning) of the Sunnyvale Municipal Code.

**Tuesday, October 6, 2015 - City Council**

**Study Session**

**15-0444** 5:30 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Review Civic Center Community Workshop Results and Land Use Opportunities and Constraints

**Public Hearings/General Business**

**15-0075** TBD - meeting to be held only if necessary

**Tuesday, October 13, 2015 - City Council**

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**Closed Session**

- 15-0517**            6 P.M. SPECIAL COUNCIL MEETING (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 (COA)  
Employee organization: Public Safety Managers Association (PSMA)  
Employee organization: Public Safety Officers Association (PSOA)  
Employee organization: Sunnyvale Employees Association (SEA)  
Employee organization: Sunnyvale Managers Association (SMA)

**Special Order of the Day**

- 15-0471**            SPECIAL ORDER OF THE DAY - Annual Fire Safety Poster Contest  
Awards Presentation

**Public Hearings/General Business**

- 15-0185**            2015 3rd Quarterly Consideration of General Plan Amendment Initiation  
Requests
- 15-0511**            Policies Regarding Private Security Cameras (Study Issue)

**Tuesday, October 27, 2015 - City Council****Closed Session**

- 15-0518**            5 P.M. SPECIAL COUNCIL MEETING (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 (COA)  
Employee organization: Public Safety Managers Association (PSMA)  
Employee organization: Public Safety Officers Association (PSOA)  
Employee organization: Sunnyvale Employees Association (SEA)  
Employee organization: Sunnyvale Managers Association (SMA)

**Study Session**

- 15-0670**            6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Golf Presentation

**Tuesday, November 10, 2015 - City Council****Closed Session**

- 15-0519**            5 P.M. SPECIAL COUNCIL MEETING (Closed Session)



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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 (COA)  
Employee organization: Public Safety Managers Association (PSMA)  
Employee organization: Public Safety Officers Association (PSOA)  
Employee organization: Sunnyvale Employees Association (SEA)  
Employee organization: Sunnyvale Managers Association (SMA)

**Study Session**

**15-0078** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Board and Commission Interviews (as necessary)

**Tuesday, November 17, 2015 - City Council**

**Closed Session**

**15-0520** 5 P.M. SPECIAL COUNCIL MEETING (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 (COA)  
Employee organization: Public Safety Managers Association (PSMA)  
Employee organization: Public Safety Officers Association (PSOA)  
Employee organization: Sunnyvale Employees Association (SEA)  
Employee organization: Sunnyvale Managers Association (SMA)

**Study Session**

**15-0166** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Discussion of Council 2016 Intergovernmental Relations Assignments

**Public Hearings/General Business**

**15-0079** Appoint Applicants to Boards and Commissions (as necessary)

**15-0392** Evaluate Timing of Park Dedication In-Lieu Fee Calculation and Payment (Study Issue)

**15-0445** Civic Center Land Use and Financing Strategies

**15-0491** Approve Changes to Council Policies 7.4.5, 7.4.6, 7.4.7, and 7.4.8 in Council Policy Manual Chapter 7, Section 4 Regarding Council Support and Processes

**Tuesday, December 1, 2015 - City Council**

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**Closed Session**

**15-0521** 5 P.M. SPECIAL COUNCIL MEETING (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 (COA)  
Employee organization: Public Safety Managers Association (PSMA)  
Employee organization: Public Safety Officers Association (PSOA)  
Employee organization: Sunnyvale Employees Association (SEA)  
Employee organization: Sunnyvale Managers Association (SMA)

**15-0098** 6 P.M. SPECIAL COUNCIL MEETING (Closed Session)  
Closed Session held pursuant to California Government Code Section 54957: PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: City Manager

Closed Session held pursuant to California Government Code Section 54957.6: CONFERENCE WITH LABOR NEGOTIATORS  
Agency designated representatives: City Council Compensation Subcommittee  
Unrepresented Employee: City Manager

**Special Order of the Day**

**15-0359** SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and Commission Members (as necessary)

**Public Hearings/General Business**

**15-0603** Lawrence Station Area Plan and Final Environmental Impact Report

**Tuesday, December 15, 2015 - City Council****Closed Session**

**15-0522** 5 P.M. SPECIAL COUNCIL MEETING (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 (COA)  
Employee organization: Public Safety Managers Association (PSMA)  
Employee organization: Public Safety Officers Association (PSOA)  
Employee organization: Sunnyvale Employees Association (SEA)  
Employee organization: Sunnyvale Managers Association (SMA)

**15-0099** 6 P.M. SPECIAL COUNCIL MEETING (Closed Session)

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Closed Session held pursuant to California Government Code Section  
54957: PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: City Attorney

Closed Session held pursuant to California Government Code Section  
54957.6: CONFERENCE WITH LABOR NEGOTIATORS  
Agency designated representatives: City Council Compensation  
Subcommittee  
Unrepresented Employee: City Attorney

**Public Hearings/General Business**

**15-0383** Prohibit Smoking inside All Units and in Common Areas of Multi-Family  
Residences and Expand Smoking Regulations to Prohibit Smoking near  
Doorways and Outdoor Areas of Retail and Commercial Businesses (Study  
Issue)

**Tuesday, January 5, 2016 - City Council**

**Public Hearings/General Business**

**15-0082** Agenda items pending - To be scheduled

**Tuesday, January 12, 2016 - City Council**

**Public Hearings/General Business**

**15-0083** Agenda items pending - To be scheduled

**Friday, January 29, 2016 - City Council**

**Public Hearings/General Business**

**15-0084** 8:30 A.M. SPECIAL COUNCIL MEETING  
Study/Budget Issues Workshop

**Tuesday, February 9, 2016 - City Council**

**Public Hearings/General Business**

**15-0085** Agenda items pending - To be scheduled

**Tuesday, February 23, 2016 - City Council**

**Public Hearings/General Business**

**15-0086** Agenda items pending - To be scheduled

**Date to be Determined - City Council**

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**Public Hearings/General Business**

- |                |  |
|----------------|--|
| <b>14-0035</b> | Pilot Bicycle Boulevard Project on East-West and North-South Routes<br>(Study Issue)                             |
| <b>14-0273</b> | Optimization of Wolfe Road for Neighborhood and Commuters via<br>Reconfiguration and Signalization (Study Issue) |
| <b>14-0429</b> | Resolution Forming Homestead Road Underground Utility District - Public<br>Hearing                               |
| <b>15-0186</b> | 2015 4th Quarterly Consideration of General Plan Amendment Initiation<br>Requests                                |
| <b>15-0588</b> | Peery Park Specific Plan and Environmental Impact Report   |
| <b>15-0605</b> | Land Use and Transportation Element and Environmental Impact Report<br>(February 2016)                           |



# City of Sunnyvale

## Agenda Item

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**15-0656**

**Agenda Date: 7/14/2015**

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Information/Action Items

## **2015 INFORMATION/ACTION ITEMS**

### **COUNCIL DIRECTIONS TO STAFF**

<b>No.</b>	<b>Date Assigned</b>	<b>Directive/Action Required</b>	<b>Dept</b>	<b>Due Date</b>	<b>Date Completed</b>
1.	1/6/15	When presenting Investment Policy to Council this coming fall, include option to preclude direct investment in fossil fuels	FIN	10/13/15	
2.	5/19/15	Ensure board and commission liaisons are trained regarding the distinction between “general business” and “presentation” items on board and commission agendas	OCM	7/20/15	
3.	6/9/15	Ensure future presentation/discussion regarding golf operations includes analysis and process for determining golf fees	DPW	10/27/15	
4.	6/9/15	Ensure the Bicycle and Pedestrian Advisory Commission is provided an opportunity to weigh in on study alternatives for traffic improvements along the Wolfe Road corridor	DPW		
5.	6/9/15	Create City Manager’s Biweekly Report submission listing potential assets and liabilities associated with Community Choice Energy initiative (draw on experiences of Marin and Sonoma)	ESD		<b>6/25/15</b>
6.	6/23/15	Create a City Manager’s Biweekly Report item to explain the flood zone designation for the Lakeside Specific Plan Area. Confirm which school district the residential portion of the project is in.	CDD		<b>6/25/15</b>

## NEW STUDY/BUDGET ISSUES SPONSORED BY COUNCIL IN 2015

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

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15-0695

Agenda Date: 7/14/2015

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### REPORT TO COUNCIL

#### **SUBJECT**

Board/Commission Resignation (Information Only)

#### **DISCUSSION**

This report informs Council that Andrea Schneck, who was appointed to the Parks and Recreation Commission on September 16, 2014 and serving a term to expire June 30, 2018, resigned from the commission effective July 1, 2015. A letter of resignation has been filed with the Office of the City Clerk. With this resignation, the Parks and Recreation Commission will have four members.

The vacancy will be included in the recruitment process for November appointments.

#### **EXISTING POLICY**

Administrative Policy, Chapter 1, General Management, Article 15, Section 2, Subdivision 8, states that when a resignation letter is received, staff shall prepare an Information Only Report to Council that indicates the resignation(s) and specifies the process staff recommends to fill the new vacancy.

#### **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.

Prepared by: Lisa Natusch, Deputy City Clerk

Reviewed by: Kent Steffens, Assistant City Manager

Approved by: Deanna J. Santana, City Manager





# City of Sunnyvale

## Agenda Item

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**15-0698**

**Agenda Date: 7/14/2015**

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Study Session Summary of May 12, 2015 - Regulating Short-term Residential Rental Units (Study Issue) - Joint Study Session with Planning Commission

**Call to Order:**

Mayor Griffith called the meeting to order at 4:30 pm.

**City Councilmembers Present:**

Mayor Jim Griffith  
Vice Mayor Jim Davis  
Councilmember David Whittum  
Councilmember Pat Meyering  
Councilmember Tara Martin-Milius  
Councilmember Glenn Hendricks  
Councilmember Gustav Larsson

**City Councilmembers Absent:**

None.

**Planning Commission Members Present:**

Chair Russell Melton  
Vice Chair Ken Olevson  
Commissioner Ralph Durham  
Commissioner Sue Harrison  
Commissioner Larry Klein

**Planning Commission Members Absent:**

Commissioner Ken Rheaume  
Commissioner David Simons

**Public Comment:**

Three members of the public spoke. One concerned about the safety have having short-term rentals in residential neighborhoods, and two in support of the uses.

**Study Session Summary:**

- Interest in how other nearby cities are handling the issue.
- Provide a list of issues associated with short-term rentals and possible tools to address those issues.
- Describe what immediate actions are possible for DPS and what tools they need to address their concerns.
- Seems that unhosted rentals pose the greatest threat to housing affordability.

- Do other cities levy penalties to hosts that are out of compliance? Can the City levy penalties if TOT is not paid?
- Would permitting of the units require inspections?
- A discussion about how the City can use federal tax information to identify short-term rentals.
- Look for ways to allow those units that fit into a neighborhood from those that are a nuisance, or business, or used for parties or events.
- Interested whether the companies that host the platforms for the rentals collect TOT fees, and/or work with the City in enforcing City regulations.
- If food is served at the rentals, is a health department permit required?

**Adjournment:**

Mayor Griffith adjourned the meeting at 5:35 pm.



# City of Sunnyvale

## Agenda Item

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**15-0587**

**Agenda Date:** 7/14/2015

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Board/Commission Meeting Minutes



# City of Sunnyvale

## Meeting Minutes - Draft Bicycle and Pedestrian Advisory Commission

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Thursday, June 18, 2015

6:30 PM

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

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### **CALL TO ORDER**

Chair Jones called the meeting to order at 6:37 p.m. in the West Conference Room.

### **ROLL CALL**

**Present 7 -** Chair David Jones  
Vice Chair Kevin Jackson  
Commissioner John Cordes  
Commissioner Richard Kolber  
Commissioner Margaret Okuzumi  
Commissioner Angela Rausch  
Commissioner Kyle Welch

Council Liaison Jim Griffith (present)

### **PRESENTATION**

[15-0648](#) PRESENTATION - Board Member/Commissioner Recognition

Mayor Jim Griffith expressed appreciation to all Commissioners for their dedication to BPAC and congratulated Commissioner Welch on completing a term and being appointed for a new term.

### **PUBLIC ANNOUNCEMENTS**

Vice Chair Jackson announced that there will be a bike repair station at the Library Plaza. Mr. Jackson also announced that two bills passed in the Assembly (AB-902 Traffic violations: diversion programs, AB-1096 Vehicles: electric bicycles). Jackson also shared the success of the last Bike Rodeo of the school year and reported on the Mathilda Avenue Plan Line meeting.

## **CONSENT CALENDAR**

Vice Chair Jackson moved and Commissioner Kolber seconded the motion to approve the consent calendar. The motion carried by the following vote:

**Yes 7 -** Chair Jones  
Vice Chair Jackson  
Commissioner Cordes  
Commissioner Kolber  
Commissioner Okuzumi  
Commissioner Rausch  
Commissioner Welch

**No 0**

- 1.A**     [15-0646](#)     Draft Minutes of the Bicycle and Pedestrian Advisory  
Commission Meeting of May 21, 2015
- 1.B**     [15-0647](#)     Proposed 2015 Work Plan

## **PUBLIC COMMENTS**

Dave Simons, representative for the Valley Transportation Authority (VTA) BPAC, discussed the last VTA meeting. One item discussed was the long-term bike plan to develop important county-wide throughways; the other item was the Routine Accommodation process. Mr. Simons also reported on the long-term and short-term plans for the Page Mill/I-280 Interchange.

## **PUBLIC HEARINGS/GENERAL BUSINESS**

- 2**        [15-0608](#)     El Camino Real Precise Plan Advisory Committee
- Commissioners nominated Commissioner Okuzumi to represent BPAC on the El Camino Real Precise Plan Advisory Committee.

- 3**        [15-0649](#)     Utility Bill Stuffer Update

Principal Transportation Engineer Carol Shariat reported that the utility bill stuffer is with the print shop and will be released with the July/August bill. Ms. Shariat also passed around to Commissioners the final stuffer approved by the City. Commissioner Okuzumi requested to have extra copies.

**4**      [15-0650](#)      Study Issue Brainstorming

Commissioners discussed the following ideas for Study Issues:

- Safe Routes to School Map pilot project focused on three schools
- Mobile application for users to report various City concerns
- Hiring more crossing guards and publicizing a list of where they are located
- Vision Zero Plan
- Orange flags on both ends of a crosswalk that pedestrians carry while crossing
- Walking school buses
- Collaboration with neighboring cities and activists; listing relevant meeting topics
- Improve safety and convenience of City-owned off-street paths
- Centralized database for bicycle and pedestrian projects that the public can access
- Developing procedures to ensure off-street parking capacity is included in parking surveys
- Bike capacity issues on buses and trains
- Public outreach and encouragement of bicycling

Commissioners requested for Principal Transportation Engineer Shariat to check with the Department of Public Safety if the discussion with BPAC scheduled for October could be moved to August.

**NON-AGENDA ITEMS & COMMENTS**

**-Commissioner Comments**

Commissioner Welch announced the Silicon Valley Bike Summit to take place on August 26 at the Oshman Family Jewish Community Center in Palo Alto.

Vice Chair Jackson commented on the approved second BPAC meeting for the Wolfe Road Study.

Commissioner Cordes urged Commissioners to attend Caltrain meetings and voice the need for more bike space.

Chair Jones reported on the success of the Library Bike Festival and shared his Stevens Creek Trail bike ride experience with Commissioner Cordes.

### **-Staff Comments**

Principal Transportation Engineer Shariat addressed Vice Chair Jackson's concern about the TDA Fund total in the Recommended Budget and stated that it will be reviewed and revised where necessary.

Ms. Shariat also addressed Commissioner Okuzumi's question about the Bernardo Caltrain Undercrossing funding and stated that there are no changes to the Active Items List.

### **INFORMATION ONLY REPORTS/ITEMS**

- |                         |                                     |
|-------------------------|-------------------------------------|
| <a href="#">15-0651</a> | Recruitment Announcement            |
| <a href="#">15-0652</a> | Board and Commission Policy Updates |
| <a href="#">15-0653</a> | Active Items List                   |

Vice Chair Jackson requested that the date in the Last Updated column within the Active Items List be the date an item was updated, not the date it was last checked.

### **ADJOURNMENT**

Chair Jones adjourned the meeting at 9:15 p.m.